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 19, 2011

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

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE. ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF ORDER; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME.

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

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. 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 LINDA KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF THE SENIOR OF THE QUARTER

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7. RECOGNITION OF NATIONAL MAKE A DIFFERENCE DAY

8. RECOGNITION OF PRINCIPAL LINDA ARCHAMBAULT

9. RECOGNITION OF THE YEE FAMILY

10. RECOGNITION OF LETICIA GARDEA'S CONTRIBUTIONS TO THE COMMUNITY

11. RECOGNITION OF BREAST CANCER AWARENESS MONTH

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

12. 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

13. 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

14. For possible action to approve the Final Minutes by reference of the regular City Council meeting of October 5, 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

15. For possible action to approve a Construction Agreement and Application for Connection and Request for Service between City Parkway V, Inc., and Las Vegas Valley Water District for the construction and service of water facilities within Symphony Park, generally located at Grand Central Parkway and Symphony Park Avenue ($7,389 – Capital Project Fund) - Ward 5 (Barlow)

ADMINISTRATIVE SERVICES - CONSENT

16. For possible action to approve an Interlocal Agreement between the City of Las Vegas and the Southern Nevada Water Authority for aggregation of renewable energy benefits (REBs) allowing the City to market REBs for the mutual benefit of both parties - All Wards

17. For possible action to approve the ratification of the Commission for the Las Vegas Centennial additional funding allocation of $300,000 for the production of the 2012 Helldorado Rodeo located at the downtown rodeo grounds bounded by Las Vegas Boulevard, 7th Street, Stewart Avenue and Mesquite Avenue - Ward 5 (Barlow)

BUILDING AND SAFETY - CONSENT

18. ABEYANCE ITEM - 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)

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19. 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 Vista project located at the southwest corner of Deer Spring Way and Fort Apache Road - Ward 6 (Ross)

20. For possible action to approve an encroachment request from T-Breo II, LLC on behalf of Daniel Coughlin, owner (523 Fremont Street) - Ward 3 (Coffin)

21. For possible action to approve an encroachment request from Spectrum Surveying and Engineering on behalf of McDonald's Corporation, owner (3500 East Bonanza Road) - Ward 3 (Coffin)

22. For possible action to approve an encroachment request from GK3 Architecture on behalf of Mr. K, S LV, LLC, owner (3701 West Sahara Avenue) - Ward 1(Tarkanian)

23. For possible action to approve an encroachment request from Flightlinez, LLC, owner (Fremont Street between Las Vegas Boulevard and Casino Center Boulevard) - Ward 5 (Barlow)

24. For possible action to approve an encroachment request from Wright Engineers on behalf of Legal Aid Center of Southern Nevada, owners (800 South 8th Street) - Ward 3 (Coffin)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

25. For possible action to approve an additional $200,000 in FY 2011-2012 Community Development Block Grant (CDBG) funds for housing rehabilitation assistance - All Wards

FINANCE - CONSENT

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

27. For possible action to approve augmenting the Capital Improvement Plan (CIP) to increase the Conservation Energy Projects in the General Capital Project Fund (CPF) by $18,000,000 and to increase the Sidewalk Replacement Program in the Public Works CPF by $1,000,000 - All Wards

FINANCE - PURCHASING & CONTRACTS CONSENT

28. For possible action to approve award of Agreement No. 120037-DC, Blanket Services Agreement for HVAC, Electrical and Plumbing Services - Department of Public Works - Award recommended to: HARRIS CONSULTING ENGINEERS, LLC ($300,000 - Various Funds) - All Wards

29. For possible action to approve award of Bid No. 09.15341.08-TF, Neon Museum Visitors Center located at 770 Las Vegas Boulevard North and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: SAVI CONSTRUCTION ($1,396,487 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

30. For possible action to approve award of Agreement No. 120057-TF, Prime Design Services Agreement for Sidewalk Infill Areas 1 and 6 (Area 1 is bounded by Las Vegas Boulevard to Bruce Street and Charleston Boulevard to U.S. 95 and California Avenue and Area 6 is bounded by Martin L. King Boulevard to Interstate 15, and Bonanza Road to Owens Avenue) - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. ($600,000 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

31. For possible action to approve award of Agreement No. 120045-TB, Prime Design Services Agreement for Rancho Drive and Decatur Boulevard Improvements - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($393,500 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

32. For possible action to approve award of Agreement No. 120052-EV, Prime Design Services Agreement for Rancho Drive Capacity Improvements Bonanza to Decatur - Department of Public Works - Award recommended to: PB AMERICAS, INC. ($1,860,000 - Sanitation Enterprise Fund and Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

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PARKS, RECREATION AND NEIGHBORHOOD SERVICES - CONSENT

33. For possible action to approve receipt of approximately $90,000 (Special Revenue) from the Child and Adult Care Food Program to provide nutritional snacks to City of Las Vegas Safekey sites and to enter into an agreement with the Nevada Department of Education Office of Child Nutrition and School Health - All Wards

PLANNING - BUSINESS SERVICES CONSENT

34. For possible action to approve a Special Event Alcoholic Beverage License for Cajun Connection, LLC, Location: Lola's, 241 West Charleston Boulevard, Suite 101, Date: October 22, 2011, Type: Special Event General, Event: 2nd Anniversary Party, Responsible Person in Charge: Melissa Quinn - Ward 3 (Coffin)

35. For possible action to approve a Special Event Beer/Wine License subject to the provisions of the fire and planning codes for Dahuru Motorcycle Club, Location: 624 H Street, Date: October 28, 2011, Type: Special Event Beer/Wine, Event: Annual Motorcycle Club Party, Responsible Person in Charge: Billy Wilson - Ward 5 (Barlow)

36. For possible action to approve a Special Event Alcoholic Beverage License subject to the provisions of the fire and planning codes for Roman Catholic Bishop of Las Vegas, Location: St Francis de Sales Church, 1111 North Michael Way, Date: October 23, 2011, Type: Special Event General, Event: 9th Annual International Festival, Responsible Person in Charge: Anthony Terri - Ward 5 (Barlow)

37. For possible action to approve a Beer/Wine/Cooler Off-sale License subject to the provisions of the planning code, Cecilia Tamio, dba CEZ Mini Mart, 5100 West Charleston Boulevard, Cecilia Tamio, Owner, 100% - Ward 1 (Tarkanian)

38. For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Eagle Rock Gaming, A Nevada Corporation, db at Quick G Mart, 4030 West Charleston Boulevard, Kimberly Riggs, Pres, 25%; Brian Becker, Treas, 25%; Sallie Becker, Dir, 25%; and Ernest Becker, Secy, 25% - Ward 1 (Tarkanian)

PUBLIC WORKS - CONSENT

39. For possible action to approve the SNPLMA Project Nominations list for Round 13 funding from the Special Account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) – Ward 6 (Ross)

40. For possible action to approve a Fourth Supplemental Interlocal Contract LAS22G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to September 30, 2012 for Elkhorn Springs and Buffalo Storm Drain – Ward 6 (Ross)

41. For possible action to approve a Second Supplemental Interlocal Contract LAS22P09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to September 30, 2012 for the Elkhorn Springs and Buffalo Storm Drain – Ward 6 (Ross)

42. For possible action to approve a Sixth Supplemental Interlocal Contract 516f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $100,000 for Jones Boulevard, Elkhorn Road to Horse Drive – Ward 6 (Ross)

43. For possible action to approve a Rule 9 Line Extension Agreement No. 5433 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 107 at Del Webb Boulevard and Sundial Drive ($37,044 - Fire Services – Fund Balance) - Ward 4 (Anthony)

44. For possible action to approve an Interlocal Contract 12-032 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for implementation of Bicycle Lane/Route Improvements Project – All Wards

45. For possible action to approve an Interlocal Contract 687 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design for Main Street, U.S. 95 to Owens Avenue - Ward 5 (Barlow)

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46. For possible action to approve a First Supplemental Interlocal Contract LAS28B11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to change the funding source from the City to the CCRFCD for Oakey Drain – Cahlan Drive to Barnard Drive ($5,286,000 – Road and Flood Capital Project Fund [CPF]) – Ward 1 (Tarkanian)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

47. Discussion for possible action regarding a Disposition and Development Agreement by and among City Parkway V, Inc., a Nevada nonprofit corporation, and The Smith Center for the Performing Arts, a Nevada nonprofit corporation, for Parcel M3, regarding a private park located at 464 Symphony Park Avenue in Symphony Park ($500,000 – Symphony Park Capital Projects Fund) - Ward 5 (Barlow)

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

48. Report for possible action regarding an Economic Development Strategy Update – All Wards

PLANNING - BUSINESS SERVICES DISCUSSION

49. Discussion for possible action regarding an Appeal of Work Card Denial for Jared Aiken, db at TSI, 9555 Del Webb Boulevard - Ward 4 (Anthony)

RESOLUTIONS - DISCUSSION

50. R-44-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program Agreement (CVIP) between the RDA and ALLO, LLC, (Owner and CVIP Participant) located at 1119 South Main Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to RDA Item 5 (RA-9-2011)]

51. R-45-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and T-UPR, LLC, (Owner and CVIP Participant) located at 1 Main Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to Item 6 (RA-10-2011)

52. R-46-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program Agreement (CVIP) between the RDA and T-BREO II, LLC, (Owner) and Le Thai, LLC, (Tenant and CVIP Participant) located at 523 Fremont Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 7 (RA-11-2011)]

BOARDS & COMMISSIONS - DISCUSSION

53. ABEYANCE ITEM - For Possible Action - NEON MUSEUM BOARD OF TRUSTEES - Adriana Martinez, Class I Trustee - Term Expiration 9-15-2013

54. Discussion for possible action regarding member appointments to the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

55. For Possible Action - NEON MUSEUM BOARD OF TRUSTEES – Nancy Deaner, Class II Trustee – Term Expiration 10-27-2011

56. For Possible Action - Appointment of Members to the Community Development Recommending Board

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RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

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

58. 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

NEW BILLS - DISCUSSION

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

59. Bill No. 2011-38 – Allows banquet facilities as a permitted use in the M Zoning District. Proposed by: Flinn Fagg, Director of Planning

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

61. 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

62. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 732 Chervil Valley Drive for fees in the amount of $3,192 (General Fund) and assess a maximum of $40,500 in daily civil penalties. PROPERTY OWNER: MARIA PARRA - Ward 2 (Wolfson)

63. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 2100 Cedar Avenue for fees in the amount of $2,562 (General Fund) and assess a maximum of $24,500 in daily civil penalties. PROPERTY OWNER: JOSE LUIS & ALMA I MARTINEZ - Ward 3 (Coffin)

64. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1923 South 6th Street for fees in the amount of $2,381.25 (General Fund) and assess a maximum of $42,000 in daily civil penalties. PROPERTY OWNER: PETER C ALTMAN JR - Ward 3 (Coffin)

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PLANNING

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

PLANNING - CONSENT

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

65. EOT-43084 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: JUDITH PENA - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-37570) TO ALLOW FOUR PARKING SPACES WHERE SEVEN SPACES ARE REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), P-R (Professional Office and Parking) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

66. EOT-43092 - EXTENSION OF TIME RELATED TO EOT-43084 - VARIANCE - APPLICANT/OWNER: JUDITH PENA - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-37976) TO ALLOW A FOUR-FOOT SETBACK FROM THE WEST PROPERTY LINE WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A FIVE-FOOT SETBACK on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), P-R (Professional Office and Parking) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

67. EOT-43127 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: KYLE 95 INVESTMENTS, LLC, ET AL - OWNER: WACHOVIA BANK, ET AL - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-20478) FOR A PROPOSED NON-RESTRICTED GAMING FACILITY at the southwest corner of Oso Blanca Road and the Hualapai Way alignment (APNs 125-06-401-001, 003, 004 and 005; 125-07-101-005), T-D (Traditional Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PLANNING - ONE MOTION/ONE VOTE

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

68. SUP-42604 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GRACIE-BODIE, INC. - OWNER: IPTV-B-L6-136, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED ANIMAL HOSPITAL, CLINIC OR SHELTER (WITH NO OUTSIDE PENS) WITHIN AN EXISTING 2,385 SQUARE-FOOT BUILDING at 490 South Buffalo Drive (APN 138-34-201-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

69. SUP-42639 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: CHRISTOPHER S. ALLEN - For possible action on a request for a Special Use Permit TO CONVERT AN EXISTING 640 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) INTO AN ACCESSORY STRUCTURE (CLASS I) WITH KITCHEN at 1125 Cahlan Drive (APN 162-05-512-019), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

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PLANNING - DISCUSSION

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

71. ROC-42995 - ABEYANCE ITEM - 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.

72. ROC-42989 - ABEYANCE ITEM - 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.

73. MOD-41437 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC. - For possible action on a request for a Major Modification of a previously approved Rezoning (ZON-16580) TO AMEND THE MASTER DEVELOPMENT PLAN AND DEVELOPMENT STANDARDS on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

74. ROC-40981 - REVIEW OF CONDITION RELATED TO MOD-41437 - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC. - For possible action on a request for a Review of Condition of a previously approved Rezoning (ZON-16580) TO ELIMINATE CONDITIONS 5, 7 and 9 on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

75. SDR-40980 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-41437 AND ROC-40981 - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC. - For possible action on a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-16581) TO DIVIDE TWO LARGE BUILDINGS INTO NINE SMALLER BUILDINGS FOR A 78-UNIT ASSISTED LIVING COMMUNITY on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

76. ROC-42233 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION - For possible action on a request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

77. VAR-42234 - VARIANCE RELATED TO ROC-42233 - PUBLIC HEARING - APPLICANT/OWNER: BENSON & BERTOLDO, LLC - For possible action on a request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (4-2-1 vote) and Staff recommend DENIAL.

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78. SUP-42258 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE - For possible action on a request for a Special Use Permit FOR A PROPOSED CHILD CARE - GROUP HOME (7-12 CHILDREN) WITH A WAIVER TO ALLOW ACCESS TO THE FACILITY BY MEANS OF A RIGHT-OF-WAY (OAKEY BOULEVARD) WITH A WIDTH OF GREATER THAN 60 FEET at 6201 West Oakey Boulevard (APN 163-02-712-024), R-PD5 (Residential Planned Development - 5 Units Per Acre) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

79. SUP-42648 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST - For possible action regarding a request for a Special Use Permit FOR A PROPOSED PAWN SHOP WITHIN AN EXISTING 1,606 SQUARE-FOOT COMMERCIAL BUILDING WITH WAIVERS TO ALLOW A 50-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND TO ALLOW A 20-FOOT DISTANCE SEPARATION FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 519 East St. Louis Avenue (APN 162-03-311-017), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (5-1-1 vote) and Staff recommend DENIAL.

80. SUP-42657 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FAST CASH TITLE LOAN - OWNER: ANDREA J AND SUSAN RUSSO - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,108 SQUARE-FOOT AUTO TITLE LOAN USE WITH WAIVERS TO ALLOW NO DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND A 680-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED at 6433 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

81. SUP-42675 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GOLDEN GATE CASINO, LLC - OWNER: SAL SAGEV HOTEL CO. INC. - For possible action on a request for a Special Use Permit FOR A PROPOSED 4,671 SQUARE-FOOT EXPANSION OF AN EXISTING 11,548 SQUARE-FOOT GAMING ESTABLISHMENT, NON-RESTRICTED USE at 1 Fremont Street (APN 139-34-111-034), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

82. SDR-42674 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-42675 - PUBLIC HEARING - APPLICANT: GOLDEN GATE CASINO, LLC - OWNER: SAL SAGEV HOTEL CO. INC., ET AL - For possible action on a request for a Site Development Plan Review FOR A 28,902 SQUARE-FOOT ADDITION TO AN EXISTING HOTEL AND GAMING ESTABLISHMENT, NON-RESTRICTED AND PARKING LOT IMPROVEMENTS WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE STANDARDS AND A CORRESPONDING REQUEST FOR ENCROACHMENT INTO THE MAIN STREET PUBLIC RIGHT-OF-WAY on 2.4 acres at 1 Fremont Street (APNs 139-34-111-034, 045 through 048), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

83. SUP-42678 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: PLANET HYUNDAI - OWNER: TCP REAL PROPERTY, LP - For Possible action on a request for a Special Use Permit FOR OUTDOOR STORAGE, ACCESSORY at 7150 West Sahara Avenue (APN 163-03-806-001), C-2 (General Commercial), Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

84. SDR-42682 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: EMERALD RE, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 20-FOOT TALL, 4,939 SQUARE-FOOT SINGLE-STORY OFFICE, MEDICAL WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW ZERO FEET ALONG THE WEST AND NORTH PERIMETERS WHERE EIGHT FEET IS REQUIRED on 1.17 acres at 2400 West Charleston Boulevard (APN 139-32-802-026), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

85. EOT-43097 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: BANK OF AMERICA - For possible action on a request for an Extension of Time FOR A NON-CONFORMING TAVERN at 4061 North Rancho Drive (APN 138-02-814-004), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

86. EOT-43119 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: MARY BARTSAS 22, LLC - For possible action on a request for an Extension of Time FOR A NON-CONFORMING TAVERN at 2100 Fremont Street (APN 139-35-803-015), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

DRAFT

SET DATE

87. 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

88. 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

89. 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 Hall Plaza, 400 Stewart Avenue, Vending Area
City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

DRAFT

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 19, 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 19, 2011

SUBJECT:
INVOCATION – REVEREND LINDA KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SENIOR OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL MAKE A DIFFERENCE DAY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF PRINCIPAL LINDA ARCHAMBAULT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE YEE FAMILY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF LETICIA GARDEA'S CONTRIBUTIONS TO THE COMMUNITY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: COMMUNICATIONS
DIRECTOR: David Riggleman

SUBJECT:
RECOGNITION OF BREAST CANCER AWARENESS MONTH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 19, 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.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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 October 5, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve a Construction Agreement and Application for Connection and Request for Service between City Parkway V, Inc., and Las Vegas Valley Water District for the construction and service of water facilities within Symphony Park, generally located at Grand Central Parkway and Symphony Park Avenue ($7,389 – Capital Project Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,389
Funding Source: Capital Project Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
As part of Symphony Park Phase II development, the construction of water mains, water meters and all appurtenances for temporary parking and landscaping irrigation for the Performing Arts Center is required. In addition, an application for connection and request for service is being requested at this time (APN 139-34-211-002).

RECOMMENDATION:
Approval and authorization for City Parkway V, Inc., to execute the Construction Agreement, Application for Connection and Request for Service and all related documentation.

BACKUP DOCUMENTATION:
1. Construction Agreement
2. Application for Connection and Request for Service

Must be executed by Developer
and returned to the District on or
before: **09/18/2012**

Agreement No. 114143

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into by and between the Las Vegas Valley Water District, a quasi-municipal corporation of the State of Nevada, whose address is 1001 S. Valley View Boulevard, Las Vegas, NV 89153, hereinafter called "District", Party of the First Part, and **City Parkway V, Inc.,** whose address is 400 Stewart Avenue, 8th Floor, Las Vegas, NV 89101-2913, hereinafter called "Developer", Party of the Second Part, WITNESSETH:

RECITALS

WHEREAS, District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, State of Nevada; and

WHEREAS, Developer is developing the property generally located on City Parkway, north of Symphony Park Avenue, and further referenced as Clark County Assessor's Parcel Number(s) 139-34-211-002; and

WHEREAS, Developer is engaged in the development of the above-described real property and is desirous of installing water facilities to said property; and

WHEREAS, District is willing to permit the installation of water facilities with the understanding that there is no commitment for future water service granted under this Agreement; and

WHEREAS, Developer is willing to construct at its sole cost and expense the water facilities and appurtenances.

Now, this Agreement WITNESSETH:

ARTICLE I

DEVELOPER AGREES:

1. At Developer's sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the District hereinafter called "water facilities", shown on that certain plan or plans, entitled:

SYMPHONY PARK PHASE 2 TEMPORARY PARKING FOR PERFORMING ARTS CENTER
Utility Plan

2. That said water facilities shall be constructed in the locations shown, and in accordance with the above-mentioned plan or plans, as approved by the District, and in conformance with District specifications.

3. That all work shall be subject to inspection by an authorized representative of the District and the District shall be notified sufficiently in advance of any work to be undertaken, in order that necessary inspection can be arranged.

4. If required as a condition of the District's Service Rules, Developer will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

5. To comply with the District's Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process, construction of the water facilities identified in Article I, paragraph 1 above, and service connection audits for billing.

6. At Developer's sole cost and expense, to perform all survey work necessary to ensure installation of the water facilities at the location and to the grades called for in the plans.

7. At Developer's sole cost and expense, to disinfect and pressure test all water facilities to the satisfaction of the District and the health authorities having jurisdiction.

8. That connections to existing mains shall be made only in the presence of an authorized representative of the District and at the times specified by the District.

9. That all water facilities shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any water facilities are located within those areas either inadvertently or otherwise, the Developer shall cause such water facilities to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with District's requirements, or shall reimburse the District for the cost of relocating said water facilities. If extraordinary conditions exist that would prevent compliance with this requirement, Developer may submit to the District a written request for a waiver of this requirement pursuant to the District's Service Rules.

10. To furnish to the District easements, in a form satisfactory to the District, where water facilities are approved to be installed in other than dedicated streets or alleys. Said easements shall conform to the requirements as indicated on the approved water plan and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by District can be placed upon it, that District will have the right to operate, maintain, repair, replace, and/or change the size and/or number of water facilities; and that proper access to all parts of the easement by District forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the District to make and/or maintain said easements accessible to the District. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by District, and are in compliance with state laws and regulations.

11. Should any defective material or workmanship affecting the water facilities installed by Developer be disclosed within one (1) year of the date of completion and acceptance of the water facilities by the District, Developer shall immediately cause the defect to be corrected, or shall reimburse District for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the water facilities, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship. Any corrective actions by Developer shall themselves be warranted for a one (1) year period. If the Developer fails to reimburse District for cost of repairs, subsequent projects will not be approved until all reimbursements are paid.

12. That upon completion of construction of the work and acceptance of the work by the District, to furnish a Bill of Sale for the water facilities identified in Article I, paragraph 1 above, conveying to the District all rights, title, and interest in all the water facilities and to certify that the water facilities will be free of liens and other encumbrances.

13. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the District and once connected to existing District facilities, may be used by the District to deliver water to real property other than that of the Developer.

14. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the District and once connected to existing District facilities, must maintain established water quality standards throughout the installed system. Should the District determine that water quality standards are not being maintained following the connection of the approved facilities to the District's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the Developer.

15. To indemnify, defend and hold the District harmless from any and all claims, demands, liens, actions, damages, costs, expenses and attorneys' fees based upon or arising out of alleged acts or omissions of the Developer, or its officers, employees, agents, contractors, licensees or invitees during the construction and installation of the water facilities. As a material part of the consideration for this Agreement, the Developer hereby assumes all risk of injury to persons and damage to property resulting from the construction of the water facilities from any source and to whomever belonging, except to the extent caused by willful or negligent acts of the District or its agents and hereby waives all claims in respect thereof against the District and agrees to defend and hold the District harmless from and against any such claims by others. The District shall not be liable or responsible for the loss of or damage to any of the Developer's property, or that of its employees, customers or invitees, resulting from burglary, theft or vandalism; nor shall the District be liable for loss of or damage or injury to persons or property occurring during the construction of the water facilities for any cause, or under any circumstances, except to the extent caused by or resulting from the willful or negligent acts of the District or its agents.

16. That all water delivered through service connections will be metered and the Developer is responsible for all monthly bills for such water calculated at the current rate for metered construction water until such time as the first occupant activates the water service account with the District's Customer Service Division.

17. If the District discovers that water is being taken through an unmetered service connection, the Developer shall pay, within twenty-four days from the billing date, the District's bill for estimated quantities of water taken, as determined solely and exclusively by the District. The Developer understands that payment under this section does not act as a defense to any criminal violations he may be charged with for the taking of water.

18. That installation of said water facilities does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the District and a water commitment is obtained, no water may be taken from the water facilities installed under this agreement. This agreement does not grant Developer any property right in a water service to the subject property. Developer further agrees to be bound by any current or future water commitment regulation which the District may establish.

19. That the Developer and their officers, employees, agents, contractors, licensees or invitees, at the Developer's sole cost and expense, shall at all times comply with all applicable laws, ordinances, statutes, rules, acts or regulations in effect or that become in effect during the time work is performed under this Agreement, including but not limited to those laws outlined by the Endangered Species Act of 1973 and The Clark County Desert Conservation Plan, August 1, 1995.

20. That the Developer is fully responsible for ensuring no harm comes to any tortoises found on the work site, unless it is unavoidable. Tortoises will not be intentionally killed, harmed or taken for private use. In the event that a desert tortoise is encountered on the work site, the Clark County Pick-up Service shall be called at (702) 593-9027.

21. That in the event of abandonment or cessation of construction of the water facilities for one year, prepaid installation fees and other charges may be used by the District to pursue completion of all or part of the water facilities as provided in the District Service Rules.

22. That at such time as the District accepts and approves an application for water service to said real property, the Developer will be required to pay all applicable fees, charges and deposits in accordance with the Service Rules that are in effect at the time the application for water service is approved.

23. That the Developer or his successors and assigns will make a separate application for water service from the water facilities described in Article I, paragraph 1 above in accordance with the District's Service Rules in effect at that time.

ARTICLE II

DISTRICT AGREES:

1. That upon completion of construction of the water facilities, acceptance of same by the District, and fulfillment by the Developer of all requirements of this Agreement to operate and maintain the water facilities installed pursuant to this Agreement in accordance with the District's Service Rules as the same are established and amended.

2. That construction water may be provided through metered fire hydrants in accordance with the District's Service Rules.

3. If required as a condition of the District's Service Rules, to refund to the Developer any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

1. The above described property shall have no water commitment by virtue of the installation of the water facilities. Future use of said facilities requires that a water commitment be obtained from the District before the facilities can be utilized.

2. That this Agreement shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns. To assure District recognition of an assignment from one developer/owner to another, a District provided assignment form should be completed, and a fully executed duplicate original should be returned to the District.

3. That the effective date of this Agreement is the date that the Agreement is formally executed by the District.

4. That this Agreement shall terminate if construction of the water facilities covered by the plan or plans identified in Article I, paragraph 1 of this Agreement is not started within one (1) year from the date of District approval of said plan or plans; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion within 2 years from the date of plan approval. Termination under this paragraph shall occur upon the District's written notice that Developer has not followed the conditions of this Agreement.

5. That all water facilities installed under this Agreement shall be and remain the exclusive property of the District, and shall become a part of the District's general water distribution system after acceptance by the District.

6. That if this Agreement terminates in accordance with Article III, paragraph 4 of this Agreement, right, title and interest of all or any portion of water facilities installed, as determined solely and exclusively by the District, shall become the exclusive property of the District for the District to use, modify, or to dispose of as the District deems appropriate.

7. That in the event a portion of the water facilities are constructed but this agreement terminates, the above described property shall have no water commitment by virtue of the installation of the water facilities. Requests for future use of said facilities, if retained in place, may require that a new water commitment be obtained before the facilities can be utilized.

8. That for the purpose of making refunds or any notifications that may be required by this Agreement, the Developer's address is as identified on page 1 of this Agreement, and it is the Developer's responsibility to notify the District in writing of a change in address.

9. That noncompliance or violation of the District's Service Rules or any provision of this Agreement by Developer or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to revoke construction approval of the water facilities without challenge by Developer and without liability for any damages caused by said revocation.

10. That all parties are acquainted with the provisions of the applicable District Service Rules in force on the effective date of this Agreement.

11. That failure of the District to enforce any provision of this Agreement shall not constitute a waiver by the District, and the District may choose to enforce any breach of this Agreement at any time.

12. That this agreement may be recorded by the District as an "Official Record" in the office of the Recorder for Clark County, Nevada.

13. This Agreement is intended solely for the benefit of the District and Developer and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any promise by the District to refund connection charges to Developer is solely for the benefit of the Developer.

14. The laws of the State of Nevada shall govern as to the interpretation, validity and effect of this Agreement.

15. That each party hereto warrants to the other that it, and its signatory hereunder, is duly authorized and empowered to execute this Agreement and to bind said party to the terms of this Agreement.

16. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the Developer has executed this Agreement on the _____ day of _____, 20____.

DEVELOPER:
City Parkway V, Inc.

_____
Elizabeth Fretwell, President

Approved as to form
John S. Ridilla 10/3/11
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 acknowledged 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 Stamp/Seal

THIS AGREEMENT shall be in full force and effect as of the _____day of_____, 20____, when it was duly signed by the proper officer of the Las Vegas Valley Water District.

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

_____

_____
Secretary

Las Vegas Valley Water District
APPLICATION FOR CONNECTION AND REQUEST FOR SERVICE

AGREEMENT NO. 114143 SERVICE POINT # _____
BY: Marsha S. 9/13/2011
CHECKED BY: _____
JOB ORDER # _____ F/A# _____ DATE _____

Project Name: SYMPHONY PARK PHASE 2 TEMPORARY PARKING FOR PERFORMING ARTS CENTER

Service Location(s): City Parkway - 300 Block

Service Address: _____

Developer: City Parkway V, Inc. (7222)

_____

Social Security or Tax I.D. No.: 88-0480856

Billing Address: 400 Stewart Avenue, 8th Floor

Las Vegas, NV 89101-2913

Telephone No. (702) 229-6077

Property Owner: City Parkway V, Inc.

Office District Parking I, Inc. 9/29/11 ES

FEES, CHARGES AND DEPOSITS

SERVICE CONNECTION INSTALLATION
COMPLETE SERVICE / SERVICE EXCLUDING METER (27301)
SIZE: _____ $ _____

METERS ONLY (25700)

1	STD	3/4	"@ $ 70. / ea.	$	70.
			"@ $ _____ / ea.	$	
			"@ $ _____ / ea.	$	

AUTOMATED METER READING DEVICE (AMR) (27301 R-7723)
1 @ $ 104. / ea. $ 104.

SERVICES > 2" INSTALLED BY PRIVATE CONTRACTOR
_____ _____ " TYPE: _____ $ - 0 -
_____ _____ " TYPE: _____ $ - 0 -

BACKFLOW PREVENTION (27301) (BY PRIVATE CONTRACTOR)
1 1 " TYPE: RPPA $ 840.
_____ _____ " TYPE: _____ $ _____

INSTALLATIONS/REMOVALS ON ACTUAL COST BASIS - DEPOSIT (25703)
SIZE: _____ " TYPE: _____ $ _____

FACILITIES CONNECTION CHARGE (27312)

1	STD	3/4	"@ $ 2,160. / ea.	$	2,160.
			"@ $ _____ / ea.	$	
			"@ $ _____ / ea.	$	

FRONTAGE CONNECTION CHARGE*
_____ LF @ $ _____ / ea. $ _____
_____ LF @ $ _____ / ea. $ _____
_____ LF @ $ _____ / ea. $ _____

OVERSIZING CHARGE (27313)
_____ _____ _____ "@ $ _____ / ea. $ _____
_____ _____ _____ "@ $ _____ / ea. $ _____
_____ _____ _____ "@ $ _____ / ea. $ _____

APPLICATION FEE (41300)
_____ _____ _____ "@ $ _____ / ea. $ _____
_____ _____ _____ "@ $ _____ / ea. $ _____
_____ _____ _____ "@ $ _____ / ea. $ _____

INSPECTION FEE (41301)

1	STD	3/4	"@ $ 185. / ea.	$	185.
			"@ $ _____ / ea.	$	
			"@ $ _____ / ea.	$	

OTHER CHARGES / CREDITS:
_____
_____
_____
_____ $ _____

SUBTOTAL: $ 2,519.

REGIONAL CONNECTION CHARGE (30601) **ADD ONE:**
BY 09/18/2012 $ 4,870.
BY _____ $ _____
BY _____ $ _____

TOTAL: $ 7,389.00

ACKNOWLEDGEMENT

Developer and Property Owner understand and agree:

1. Water service will be provided in accordance with the Las Vegas Valley Water District Service Rules.
2. All water delivered through a service connection will be metered and billed to the Developer until the Developer requests that the service be shut off. The use of idlers is prohibited. Meters must be installed by the Developers' contractor before any water is drawn through the service connection.
3. In the event of abandonment or cessation of construction, prepaid installation and connection charges may be used by the District to pursue completion of all or part of the project.
4. Location and elevation of service connections to be installed by the District must be identified (staked) by owner prior to installation. The cost of adjustment to location or elevation after installation will be borne by owner.
5. Service connection(s) identified on this application to be installed or removed on an actual cost basis are subject to audit of final cost. If final costs exceed the deposit amount, the property owner promises to pay the difference within 30 days after receipt of notice.
6. Failure to pay any charges when due will subject the property to a lien and/or discontinuance of water service.
7. If box is marked see attached form for special pressure advisement. ☐

Developer:

X _____
Signature

X _____
Print or Type Name and Title

Property Owner:

X _____
Signature

X _____
Print or Type Name and Title

General Comments: _____

APN 139-34-211-001 and 139-34-410-010 ES 9/29/11

OFFICE USE

Fees Paid By: _____
Customer Will Stake By: _____ M/R # _____
Cross Street: N/O Symphony Park Avenue
Cross Street: _____
Side of Street: East P.Z.: 2168
Q.S.: 139-34-NW Land Use: 15-330
Main Size / Type / Loc / DWG _____
Service Removal Requested For:
Service No. _____ Meter Size: _____
Service No. _____ Meter Size: _____
Service No. _____ Meter Size: _____
STATUS COMMENTS: _____

***FRONTAGE CONNECTION CHARGE DISTRIBUTION**

23113	$ _____	Refundable	
27306	$ _____	Retainable	SRM NO. _____
24111	$ _____		
24111	$ _____		
24111	$ _____		
27309	$ _____	District	

CASHIER'S VALIDATION

WHITE-DEVELOPMENT SERVICES YELLOW-CUSTOMER PINK-CASHIER
BLUE COPY-DISTRIBUTION GREEN COPY-METER SERVICES WHITE COPY-INSPECTION
WHITE COPY-ACCOUNTING WHITE COPY-ENGINEERING SERVICES WHITE COPY-WATER QUALITY

LVVWD Form # 01109 (Rev. 12/07)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: October 19, 2011

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Interlocal Agreement between the City of Las Vegas and the Southern Nevada Water Authority for aggregation of renewable energy benefits (REBs) allowing the City to market REBs for the mutual benefit of both parties - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas and the Southern Nevada Water Authority (SNWA) have both been leaders in installing renewable energy systems within their respective jurisdictions which have resulted in the accumulation of "renewable energy benefits" (REBs). Previous actions by the City Council under the Climate Protection Resolution (R-57-2006) and the Sustainable Energy Strategy (R-50-2008) have lead to the construction and installation of approximately five megawatts of renewable energy in the City of Las Vegas alone. Under the proposed Agreement, the Southern Nevada Water Authority, or its authorized reporting entity, will provide services to aggregate, market, and sell renewable energy benefits that the City of Las Vegas owns, generates and maintains.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract For Aggregation of Renewable Energy Benefits

INTERLOCAL CONTRACT FOR AGGREGATION OF RENEWABLE ENERGY BENEFITS

This INTERLOCAL CONTRACT ("Agreement") is made and entered into this ___ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation with the State of Nevada ("City") and the Southern Nevada Water Authority, a political subdivision of the State of Neavda ("SNWA"). City and SNWA are individually referred to as "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

Whereas, SNWA has the ability to aggregate and market Renewable Energy Benefits ("REB" or "REBs"); and

Whereas, SNWA and City desire to enter into an agreement under which SNWA will provide those services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. This Agreement is applicable to renewable energy benefits owned by the City for which revenue quality meter data is directly accessible to the SNWA or the SNWA's Qualified Reporting Entity ("QRE").

2. SNWA or QRE shall:

   A. Assist with registration of the Entity's generators;

   B. Post, on a regular basis as required by the jurisdiction, the entity's meter data in the appropriate jurisdiction tracking system;

   C. Work on behalf of the entity as its Agent to obtain certification of the REBs;

   D. Stay abreast of various REB market alternatives and determine the best market option;

   E. Aggregate Entity's REBs with SNWA's certified REBs and the REBs of other agencies or entities that have signed a REB aggregation agreement with SNWA;

F. Prior to executing a sale to a third party, notify the Entity of a proposed sale and the value that can be expected and, with the Entity's agreement, will make certified sales.

3. City shall:

A. With the assistance of SNWA or QRE, register its renewable energy systems in any agreed upon jurisdictions;

B. Be responsible for all costs associated with registration of its systems;

C. Maintain the renewable generator in compliance with the registration jurisdiction;

D. Provide or make available to SNWA or QRE all information required to achieve certification of energy output and to facilitate desired sales transactions.

4. City recognizes that SNWA is making its best effort to maximize the value of the REBs and will hold SNWA harmless if better pricing or a different market opportunity is or could be subsequently located in the market.

5. The term of the Agreement will be for one year, renewing automatically at the end of each calendar year. SNWA or its financial billing agent will remit payment to the Entity within 30 days of the SNWA receiving payment for REBs that have been sold and shall not subtract any administration fee.

6. Either SNWA or City may terminate the Agreement upon sixty (60) days written notice to the other Party. All existing commitments or obligations prior to the termination date survive the termination, and the Parties continue to be bound to those existing commitments or obligations.

7. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.

8. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire agreement between the Parties with respect to activities contemplated herein, and supersedes all prior and contemporaneous oral and written agreements and discussions related to the terms and conditions herein.

9. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other part of this Agreement.

10. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

11. Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

12. The laws of the State of Nevada will govern as to the interpretation and validity of this Agreement. Venue for any action shall be in state or Federal District Court in Clark County, Nevada.

13. 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 executed this Lease on the date first above written.

ATTEST:

CITY OF LAS VEGAS

Beverly K. Bridges, CMC, City Clerk

By _____
Carolyn G. Goodman, Mayor

Date: _____

APPROVED AS TO FORM:

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

ATTEST:

SOUTHERN NEVADA WATER AUTHORITY

P Mulroy
Patricia Mulroy, General Manager

By Shari Buck
Shari Buck, Chair

Date: 9-15-11

APPROVED AS TO FORM:

B Chally
Brian V. Chally, Deputy General Counsel

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the ratification of the Commission for the Las Vegas Centennial additional funding allocation of $300,000 for the production of the 2012 Helldorado Rodeo located at the downtown rodeo grounds bounded by Las Vegas Boulevard, 7th Street, Stewart Avenue and Mesquite Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
A fund request in the amount of $300,000 was approved by the Commission for the Las Vegas Centennial, a 501(c)(3) non-profit corporation, at the July 18, 2011 Board meeting for the production expenses related to the 2012 Helldorado Rodeo. Per the operating agreement with the Commission of the Las Vegas Centennial, any funding over $100,000 must have City Council ratification.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Commission for the Las Vegas Centennial Grant Agreement For Las Vegas Helldorado Rodeo
2. Commission for the Las Vegas Centennial Minutes

COMMISSION FOR THE LAS VEGAS CENTENNIAL
GRANT AGREEMENT FOR
LAS VEGAS HELLDORADO RODEO

THIS AGREEMENT is made and entered into this 13 day of Sept., 2012, by and between the Commission for the Las Vegas Centennial, a Nevada non-profit corporation, located at 400 Stewart Avenue, 8th Floor, Las Vegas, Nevada 89101 (hereinafter "Centennial Committee") and Las Vegas Elks Lodge #1468, a Nevada non-profit corporation, located at 4100 W. Charleston Boulevard, Las Vegas, Nevada 89102 (hereinafter the "Elks").

WHEREAS, the Centennial Committee supports projects relating to the commemoration of the history of the City of Las Vegas; and

WHEREAS, the Elks were first chartered in Las Vegas in 1923 as Lodge of the BPOE; and

WHEREAS, the Las Vegas Helldorado Parade was a community event, produced by the Elks, which dates back to 1934 and the Las Vegas Helldorado Rodeo was a sanctioned PRCA rodeo event which started in 1944 and was produced by the Elks; and

WHEREAS, together, the Parade and the Rodeo were recognized as an annual community event in Las Vegas which has been historically known as the Las Vegas Helldorado Days; and

WHEREAS, the Elks have historically been the founder, producer and promoter of the Las Vegas Helldorado Days and maintain registered and common law rights to the said trade names, trademarks and other licenses associated therewith; and

WHEREAS, the Elks have requested Centennial Grant funds to assist with the production and implementation of the Las Vegas Helldorado Rodeo.

NOW, THEREFORE, the Centennial Committee and the Elks agree to the following:

1.0 The Elks shall produce and create the following:

A. Name: LAS VEGAS HELLDORADO DAYS 2012

B. Project Person: Duane LaDuke

C. Project or Events: Helldorado Rodeo ("Event")

D. Event Dates: May 17 through 20, 2012

E. Scope of Services: In consideration of the Grant funds to be received from the Centennial Committee, the Elks will provide the following services:

(1.) Coordinate various related aspects of the rodeo, carnival and exhibitors, including but not limited to, the contracting and procurement of dirt, lights, grandstands, related equipment, security, temporary offices for staff, staffing, signage, refuse collection, first aid assistance and equipment, PRCA Judges, stock contractor and site preparation;

(2.) Work with the Executive Director of the Centennial Committee and the Rodeo Committee in planning, managing and implementing Las Vegas Helldorado Days 2012;

(3.) Obtain sponsorships and advertising for Las Vegas Helldorado Days 2012.

(4.) Submit an application to the PRCA for a sanctioned professional rodeo event to be held on May 17 through 20, 2012.

2.0 Grant Amount. The Centennial Committee shall provide the Elks a grant in the amount of Three Hundred Thousand and 00/100 Dollars ($300,000.00) ("Grant" or "Centennial Grant") for the services provided in Section 1.0 by the Elks. The Elks agree to submit to the Office of the Centennial Committee for approval copies of invoices, receipts, cancelled checks or other related documents which evidence the production costs incurred in providing the services. If the services provided by the Elks exceeds Three Hundred Thousand and 00/100 ($300,000.00), such excess costs shall be the responsibility of the Elks.

3.0 Acknowledged of the Centennial Committee. Elks hereby agrees to acknowledge the Commission for the Las Vegas Centennial as a supporter of this Event in all promotional materials, including, but not limited to, print media, radio, television and electronic media regarding the Las Vegas Helldorado Days 2012.

4.0 Payments to Elks. Subject to the requirements of this section, the Centennial Committee agrees to disburse the Centennial Grant to the Elks in one (1) payment on November 15, 2011. In order to receive payment of the grant monies provided by this Agreement, the Elks shall submit no later than the first (1st) of November, 2011, a request for payment along with all necessary documentation to evidence the services incurred or to be incurred as stated in the Scope of Services to the Office of the Centennial Committee, Attention: Executive Director. The Centennial Committee shall review and request further documentation as deemed necessary by the Executive Director to determine satisfactory approval of the Elks' request for payment. All checks to Elks shall be made payable to Las Vegas Elks Helldorado Days.

5.0 Laws and Statutes. The Elks will comply with all federal, state and local laws and regulations relative to conducting or performing work on this documentary in the City of Las Vegas and the County of Clark, Nevada.

6.0 Insurance. The Elks shall maintain comprehensive general liability insurance coverage in a sufficient amount to cover bodily injury and property damage throughout the Event.

7.0 Governing Law/Venue of Action. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

8.0 Indemnification. Notwithstanding any of the insurance requirements set forth herein. The Elks shall protect, indemnify and hold the Commission for the Las Vegas Centennial, its Committees, working groups, its officers, employees, volunteers, agents, and the City of Las Vegas harmless from and against any and all third-party claims arising under this Agreement.

9.0 Termination for Cause. The Centennial Committee shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any cause including, but not limited to, the failure of the Elks to perform this Agreement in accordance with its terms, the failure to obtain sufficient sponsorship funds, as determined by the Centennial Committee, to produce the rodeo event or the failure to obtain approval of the PRCA Application for the rodeo Such termination shall be effected by providing thirty (30) days prior written notice from the Centennial Committee to the Elks, Attention: Duane LaDuke, specifying the extent and effective date of the termination. Upon termination of this Agreement, the Centennial Committee shall not be responsible to the Elks for any further payments from the Centennial Grant provided by this Agreement and the Elks agrees to not request any payment of the Centennial Grant funds provided herein.

10.0 Independent Contractor. The Elks are deemed to be an Independent Contractor under this Agreement and shall be not deemed a partner, joint venture or employee of the Centennial Committee.

11.0 Warranty. The Elks warrant that all services performed are in accordance with current, sound and generally accepted industry practices in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement.

12.0 Force Majeure. The Elks are excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government.

13.0 Assignment/Modification. This Agreement is not assignable without the prior written consent of the Centennial Committee. This Agreement sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

14.0 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

15.0 Report to Centennial Committee and Reconciliation. The Elks agree to provide to the Centennial Committee, no later than two (2) months from the date of the rodeo Event, a financial statement which accounts for the revenue and expenses incurred for the rodeo Event. The Centennial Committee shall review this report to determine if the Centennial Grant funds were expended for the purpose of the rodeo Event as set forth in this Agreement. If it is determined

that Centennial Grant funds were used for other than the expenses of the rodeo Event as contemplated by this Agreement, the Elks agree to reimburse the Centennial Committee for the amount of the ineligible expense no later than thirty (30) days of written notification from the Centennial Committee.

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

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Carolyn G. Goodman, President

ATTEST:

_____
Esther Carter, Secretary

APPROVED AS TO FORM:

_____ 10/4/11
Date

LAS VEGAS ELKS LODGE #1468

By: _____ By: _____

Title: Trustee Title: Trustee

By: _____ By: _____

Title: Trustee Title: Trustee

By: _____

Title: Trustee



July 18, 2011 Centennial Minutes

Called to order by Mayor Carolyn G. Goodman at 4:00 P.M.

Board Members Present: Mayor Carolyn G. Goodman, Councilman Bob Coffin, Hannah Brown, Ryan Arnold, Senator Richard Bryan, Rossi Ralenkotter, Jane Pike, Tim Cashman

Board Members Absent: Jane Pike, Bob Stoldal

Staff Present: Esther Carter, Teri Ponticello, Scott Adams, Joe Williams, Ted Olivas, Courtney Mooney, Susan Hauht, Trish Truesdell

Guests Present: Bill Marion, Duane La Duke

1. CALL TO ORDER

2. **Mayor Goodman read ANNOUNCEMENT RE: COMPLIANCE WITH THE OPEN MEETING LAW.** Susan responded "yes Mayor".

3. Mayor Goodman read: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS AOLLOWED, MAY BE LIMITED.

4. **Discussion for possible action to elect Annual Officers for 2012**

   Teri Ponticello explained the slate of candidates for officers for 2012. The annual election of officers for FY2011-2012 is different from board members that sit on the Commission for the Las Vegas Centennial.

   The list of candidates is listed as follows:
   President: Mayor Carolyn G. Goodman
   Vice-President: Elizabeth N. Fretwell
   Vice-President: Scott Adams
   Secretary: Esther Carter
   Treasurer: Mark Vincent

Whoever is elected President serves as chairman for the Commission for the Las Vegas Centennial per bylaws.

Motion to approve carried.

5. **For possible action to approve the Final Minutes by reference of the April 18, 2011 meeting**

Motion to approve carried.

6. **Discussion for possible action regarding a Resolution authorizing certain officers as corporate signatories on checks, expenditures and other financial matters related to the Commission and providing for all other matters properly related thereto**

Teri Ponticello provided a form of the resolution which updates the corporate signatory resolution for the Commission of the Las Vegas Centennial. This allows officers to sign checks, instruments, documents and there has been a delineation of the amount set and the number of signatures for those amounts.

Motion to approve carried.

7. **Report for possible action regarding the fiscal year budget 2011/2012**

Joseph Williams presented the budget and began by illustrating dollar amounts as this past year finished.

$687,000 in revenue plus $1.6 M in license plate revenue

$3,547,000 in expenditures leaving an ending fund balance of $1,504,000.

Expenses of five major programs included:

Mob Museum	$2.2 million
Westside School	$300,000
Friends of the Fort	$111,000
Neon Museum	$300,000
Helldorado Parade & Rodeo	$470,000

In all, $3,328,000 was the cost of these projects which equates 94% of the budget.

Rossi Ralenkotter: Asked why there remained a $150,000 expense for the Neon Museum.

Esther Carter: Explained that the expenses against the $150,000 had not yet been processed.

Councilman Bob Coffin: Stated that he thought the way appropriations are presented to the Commission is to be the way the entire amount is going to be appropriated.

Esther Carter: Stated that two meetings ago, there had been the request for the $150,000 and today Bill Marion would be presenting to ask for an additional $300,000. So the original requested $150,000 is still sitting in the account as it just has not yet been processed.

Joe Williams: Explained that in prior years had not spent the $588,000, which the $150,000 was a part of for the Neon Museum. In his handout, he explained that on page 2, column 1, shows the approved budget of $588,000. For the current fiscal year, people from other organizations have brought things in that they want added as additional budget. He projected that there will be $1.4 million in license plate revenues and felt that was a conservative figure. He stated that as of July 2, 2011, there are 77,583 active license plates.

Mayor Goodman: Asked about in approving the budget, does that mean everything presented today is automatically approved?

Joe Williams: Answered to Mayor Goodman by explaining that what you will approve is the current year additions ending in June 30, 2012 with the carryovers of ending budget of last year. The main additions will cost $500,000 for construction for the Westside School which are the bonds that will be issued for the carryover debt.

Councilman Bob Coffin: Asked for the history of the bonds and if they are G.O bonds. [G.O. is a term for General Obligation bond, the definition of which is: A municipal bond backed by the credit and "taxing power" of the issuing jurisdiction rather than the revenue from a given project.]

Joe Williams: Answered to Councilman Coffin as yes, they are G.O. bonds. In a prior meeting, the board approved the bonds so that construction can be done. This $500,000 year over the next ten years will pay for the debt service on the bonds using the source of funds. Ultimately, the bonds will be in the name of the City of Las Vegas and the City will be liable but this will be the funding source to pay the debt on the bonds. The other one is the $300,000 for the Neon Museum, if you approve it, plus the $150,000 from last year will make it $450,000. The other big one is for the Helldorado Rodeo and Parade, $300,000 for the rodeo and $97,000 for the parade. There are also internal charges for the City of Las Vegas for the City people who do things for the Commission. The amount estimated for those on the Commission and labor is estimated at $150,000. Time for Courtney and Esther last year was $133,000. There are no real identified positions but this equates to 1 1/2 or 1 1/4 positions.

Motion to approve report: Moved by Hannah Brown

Motion carried.

8. Discussion for possible action regarding a grant request from the Neon Museum in the amount of $300,000 for the interior exhibit hardware and consulting fees for the exhibit (historian/writer and programmer)

Bill Marion: Began his presentation with a history of the Neon Museum. Last year, requested $300,000 and was allocated only $150,000 so today he is presenting background of where the Neon Museum stands and then he will go into the purpose of why again, asking for $300,000.

The La Concha Motel was designed by Paul Revere Williams and opened in 1961. Mr. Williams also designed Carver Park in Henderson which was a minority housing project for the titanium plant. He also designed Guardian Angel Cathedral on Desert Inn and Las Vegas Boulevard and another small housing project on the west side of town, Biltmore Arms.

The La Concha Motes is 100% poured concrete with "gooky" architecture. The building itself was "the sign" of the building and it fits with what the Neon Museum is doing from an architectural standpoint.

History of the move to the Neon Museum: In 2005 when everyone was going to build high-rises, the Doumani family was going to build The Majestic and tear down the La Conch Motel. But instead they offered it to the Neon Museum as a gift but money had to be raised (by the Neon Museum) to move and put it back together. In 2006, it was dismantled into eight pieces then had to be further broken down into quarters to make it under the power lines as it was moved along the street. The cost for breakdown, move and reconstruct (in 2008) was $1.2 million. The source of funds were the City of Las Vegas, Las Vegas Convention and Visitors Authority, Las Vegas Historic Preservation and private donors (who gave $400,000).

In 2010, Weststar Architects were hired to design the Visitors Center. In 2011, progression has been made through plans check and at the end of this next week; a RFP (Request for Proposal) will be issued through the City of Las Vegas for a contractor. Within 84 days, a contractor will be selected and by the end of October 2011, construction will begin. It is hoped that completion will be by late April or early May 2012 and then the furniture will be moved into the building.

Mr. Marion thanked the Centennial Commission for the help they have given along with the Las Vegas Convention and Visitors Authority; the Nevada Commission of Cultural Affairs; the City of Las Vegas; and the Federal Scenic Byways Fund (a National Scenic Byway grant) from which $807,000 has been allocated for this project.

The Neon Museum has 450 artifacts representing 150 historic signs and properties. The collection is valuable for a variety of reasons: 1) Historic preservation for a number of these signs are all that is left of some historic buildings; 2) Art appreciation; and 3) Architectural history.

The book, Learning From Las Vegas, which was written by a Yale University professor, describes looking at Las Vegas architecture as a new and positive movement in architecture which includes the use of signs as a façade and

making of an architectural statement which reveals the cultural significance and historic evolution of these buildings.

The economic development is probably the most important aspect. Anticipation is that the operating revenue will come from the Neon Museum itself by conducting fundraising for expansion and land acquisition. The downtown corridor will be linked by the Mob Museum. Operating revenue will not only come from ticket sales but also by leasing it out for receptions, conventions, special events, weddings and commercial photo shoots. Right now $10,000 per month is received from commercial photo shoots alone.

The Binion's Horseshoe sign will be the gateway into the Boneyard. The Boneyard Park was created by the City of Las Vegas using funds from the Southern Nevada Public Lands Management Act. The northern Boneyard will be rented out for photo shoots, day long events and day long commercial shoots.

In the lobby, a replicate of the the original reception desk will be installed in the lobby. There will be an outside entry to the bathrooms so that the lobby and offices can be closed and yet outside events will still have access. The meeting room will be a public space for lectures, presentations and video presentations and there will be a roll up garage door so that it can be made into an inside/outside gathering point. The glass building replicates the original motel structure.

Mayor Carolyn Goodman: Asked about and area for food preparation.

Bill Marion: Replied that they will use three or four food truck type caterers, not limit to just one vendor. There will not be a kitchen built.

The Boneyard/Museum education component will be on a seven foot electronic exhibit hardware, like a large iPad. It will allow interaction with the four various elements that the Neon Museum espouses. Cost $80,000.

A writer will need to be hired who will do research on photographs and put the exhibit content together. Michael Green from the College of Southern Nevada has expressed that he would like to work on the project. Cost $30,000.

Develop a self-guided tour with narrative that would be accessible by an application on an iPhone. Cost $20,000.

Printing of brochures and other publications that people can walk with or can be distributed to properties in the downtown to advertise the Boneyard. No cost.

Install an audio-visual system hardwired into the building, closed-circuit television and a security system. Cost $200,000.

Hire a development director to prepare for the opening and staff. Salary, subsidies and benefits to cost $110,000.

Councilman Bob Coffin: Asked for the hours of operation.

Bill Marion: Replied that hours will be 9:00 AM or 10:00 AM to 5:00 PM and some evenings when there are receptions.

As for the historic signs, many of them in the Neon Museum remain in their unrestored, rustic state which attracts the greatest amount of interest. There are two tours per day and bookings are three weeks in advance. More people are going through than at the Springs Preserve. The website has 13,000 hits per month and 80% are new visitors and spend three minutes on the website. When the announcement was made that the Neon Museum was acquiring the Sahara sign, the Associated Press picked up that news as well as 80 news programmers (newspapers, television, and websites). It is estimated that there are 200,000 or more visitors per year.

Hannah Brown: Commented on how impressive the Boneyard is as one passes by.

Mayor Carolyn Goodman: Asked if there was a line item beyond publications for the media.

Bill Marion: Answered, "No" as not asking for any money for collateral materials that we will be developing.

Courtney Mooney: Stated that the Historic Preservation Commission (City of Las Vegas) and the Historic Preservation Commission Environmental Consultants out of Denver prepared the book.

Bill Marion: Explained that the book will have the history of the neon signs in Las Vegas and it will have a full catalog of the signs that are in the Neon Museum.

Mayor Carolyn Goodman: Asked in the 501©3, what were the number of people that contributed the $400,000 and was it this year?

Bill Marion: Did not have an exact number but gave a couple of examples of amounts that were given by individuals. He stated that these funds were contributed in 2007 and the money was used to move the La Concha.

Mayor Carolyn Goodman: Asked what the projected goal is that will come from the private sector in 2012.

Bill Marion: Replied that $150,000 is projected to be received in FY 2011-12 but last year was only $75,000. There will be an aggressive public relation campaign to raise the funds.

Rossi Ralenkotter: Asked if there will be any merchandising rights?

Bill Marion: Answered with a yes, retail and administrative sales and they are working with Greenberg Traurig.

Esther Carter: Asked if the price of admission has been established.

Bill Marion: Stated that right now the price of admission for guided tour is $15 per person but cross marketing with the Mob Museum is being entertained and may offer a discount for purchasing tickets to both attractions. He expects the ticket price to not be more than $15, perhaps

even $10, but decision has not been made yet. Additional monies coming in from $2,000 per day for commercial photo shoots and $200 per hour for wedding photo shoots. Also, hosting first gala this Halloween, "The Boneyard Bash" which will be held at the Jackie Gaughan Plaza since there will be construction at in the Boneyard.

Senator Richard Bryan: Asked for the big picture concerning available funds.

Esther Carter: Expressed the need to be careful in watching that money goes to funds as more entities (example used is the Smith House) are requesting money.

Tim Cashman: There may be $400,000 to $500,000 in discretionary funds. Putting capital monies in making the museum opening ready is good as it will be self supporting.

Bill Marion: State that 80% of the cost of the furniture is funded. If the board awards the requested money today, this will ensure that the opening runs seamlessly.

Councilman Bob Coffin: Asked if the board grants the $300,000, will the total be $750,000?

Bill Marion: Total will be $750,000. The Neon Project is $4.5 million and with the Boneyard Park, the total becomes $7 million.

Tim Cashman: Expressed support for regular evening hours. Added, that the plates fit the goal of the Legislation.

Esther Carter: Cannot get 6 digits on plates but people like the logo.

Councilman Bob Coffin: Suggested possibility of changing the size of the numbers and letters on the plate and asking the Legislature to allow for an increase in the cost of the plate. Prices change and markets change.

Motion to approve grant request carried.

9. Report by Duane La Duke and Esther Carter regarding the 2011 Helldorado Days Rodeo and Parade

Duane La Duke: Conveyed that had a successful year as there was an increase in ticket sales and participation by community. What did not work was the method of offering (about 30) groups (ex. Boy Scouts) to go out and sell tickets for $15 and keep $5 per ticket for their group. Only 10 or 15 of the 30 approached groups actually sold tickets and a disappointing $3000 was sold. But not going to give up on this new idea so will try again in the future.

The Rodeo Fun Zone was new idea. Included four platforms by the bucking chutes that could be purchased for the night and all four were sold so will be adding two more fun zones by the roping chutes next year. Each section is private and can have 30 people per platform.

Bar tent was moved to be by the food vendors and that brought an increase in sales.

Will have VIP parking for sponsors.

Cowboys did not like the layout of the area this year.

There were 46 sponsors, names were on their seats so could see how populated and 60% of the tickets went unused. Next year will meet with each sponsor to determine ticket need. In the first year there were 60 sponsors and it is has been getting worse. When ready to start rodeo this year, had a shortage of $82,000. Duane and Esther determined what could be done to meet the shortage and negotiated with suppliers or cut back on certain items. Cut back on credentials and specialty acts and found that this hurt revenue and will not cut back on these type of things again.

Ticket sales were $65,886 over $52,000 from last year. Attendance was 1500 which is an increase of $1000 over last year. The total profit from rodeo was $40,000. Building an emergency fund which has a current balance of $50,000.

Esther Carter: Parade held on May 15, 2011 with 120 entries. Have received requests from almost everyone that was in the parade 2011 to participate in the 2012.

Mayor Carolyn Goodman: Asked if entrants pay a fee and how much money was spent on prizes.

Esther Carter: Replied that no fee is charged and not much was spent, mainly just handing out certificates.

Considering starting parade earlier at 5:00 PM so it is done by the time the rodeo begins.

A lot of money was spent buying advertising via radio, television and billboards. The budget was $105,561. Looking for a new local advertising agency since current one is in Reno.

Scott Adams: Asked, "What is the total budget?"

Duane La Duke: Last year it was $572,000 before the cut backs that were done this year.

Scott Adams: Asked if that included rentals.

Duane La Duke: Replied with a yes.

Councilman Ross said that the rodeo needs to be on City property. If go back to Cashman Field, will need to bring in dirt and have exhibits inside the building. Rodeo uses nine acres now and the barbeque championships use four acres but twenty acres is really needed to be adequate for rodeo grounds.

Motion to accept report was carried.

10. Discussion for possible action regarding a funding request from the Elks Helldorado in the amount of $300,000 for the 2012 Helldorado Rodeo and $130,000 for the 2012 Helldorado Parade

Motion to approve the funding request was carried.

11. Discussion for possible action to create a 2012 meeting schedule

Esther Carter: Stated that the next board meeting is in October 2011. Meetings had been on Mondays due for former Mayor Pro Tem Gary Reese. If all agree on Monday at 3:00 PM, then will calendar quarterly meetings for the second or third Monday.

Motion to approve carried.

12. Quarterly Report by Executive Director on Centennial projects.

Esther Carter: Distributed a report from the Department of Motor Vehicles (DMV) that showed there are 77,229 vehicle plates and 354 motorcycle plates for a total of 77,583 plates.

Mayor Carolyn Goodman: Asked for the cost of a plate.

Esther Carter: Replied with $63 for a new plate and $20 for the renewal.

Rossi Ralenkotter: Suggested getting a report as to which organizations receive proceeds from the plate.

Motion to approve report carried.

13. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE COMMISSION. NO SUBJECT MAY BE ACTED UPON BY THE COMMISSION, UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, 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

Mayor Carolyn Goodman: Seeing no citizens wish to participate, asked for a motion to adjourn.

Motion to adjourn carried.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:

ABEYANCE ITEM - 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. This item was held in Abeyance from the City Council Meeting of October 5, 2011.

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.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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 Vista project located at the southwest corner of Deer Spring Way and Fort Apache Road - 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 VISTA 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 May 4, 2005, 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 Vista (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.

\\\
\\\
\\\

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 _____
Deputy City Attorney Date

DEVELOPER'S SURETY AND INDEMNITY COMPANY

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE

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

Developers Surety and Indemnity Company
Notary Acknowledgment Attached

EXHIBIT A

OFF-SITE IMPROVEMENTS AGREEMENT

OFF-SITE IMPROVEMENTS AGREEMENT
(Subdivision)

THIS AGREEMENT, made and entered into this 4th day of MAY, 2005, 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 **SOUTHWEST CORNER OF FORT APACHE ROAD AND DEER SPRINGS WAY** (the "Property" herein); and

WHEREAS, the Planning Commission of the City, at a meeting thereof that was held **JUNE 10, 2004**, conditionally approved the tentative map of **DAY DAWN VISTA** proposed subdivision of the Property; and

WHEREAS, City of Las Vegas staff on **OCTOBER 4, 2004** received the final map of **DAY DAWN VISTA**, 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 — Date: 5/4/05

ATTEST:

Barbara Jo Ronemus, City Clerk

DAY STAR VENTURES, LLC

By: _____ Manager

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 Paul Wagner, who signed said Agreement on behalf of the Owner was then a (the) Manager of that company; and that he or she was duly authorized to sign said Agreement for and in behalf of that company.

OWNER

(Manager, Agent or Member)

STATE OF Nevada)
) ss.
COUNTY OF Clark)

On this 3rd day of May, 2005, 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, the company named as Owner above, and that he executed the foregoing instrument on behalf of said company for the purposes therein stated.

LaRae Obenauf
NOTARY PUBLIC
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

BOND ESTIMATE REPORT

PROJECT NAME DAY DAWN VISTA DRWG# PERMIT# 000000

X STREETS SWC FORT APACHE RD/DEER SPRINGS WY PROJECT# 7515

ADDRESS LOTS 94 ACRES 15.17

ITEM	DESCRIPTION	QUANTITY	UNIT		UN PRICE	LINE COST
02	8" SEWER	3781.00	LF	@	15.00	56,715.00
06	MANHOLES OVER 6'	13.00	EA	@	1800.00	23,400.00
09	8" WATER	2843.00	LF	@	15.00	42,645.00
13	WATER SERVICE	96.00	EA	@	420.00	40,320.00
14	FIRE HYDRANT	8.00	EA	@	1800.00	14,400.00
16	CURB & GUTTER	8611.00	LF	@	4.85	41,763.35
17	VALLEY GUTTER	3714.00	SF	@	4.25	15,784.50
19	SIDEWALK	43055.00	SF	@	1.80	77,499.00
20	HANDICAP RAMP	19.00	EA	@	250.00	4,750.00
21	SIDEWALK UNDERDRAIN	3.00	EA	@	825.00	2,475.00
22	TYPE I GRAVEL BASE	4882.00	CY	@	9.50	46,379.00
23	TYPE II GRAVEL BASE	2568.00	CY	@	9.50	24,396.00
24	2" A. C. PAVING	10744.00	SY	@	4.30	46,199.20
26	4" A. C. PAVING	5520.00	SY	@	7.50	41,400.00
27	5" A. C. PAVING	3095.00	SY	@	9.30	28,783.50
29	POWER SERVICE-RS	94.00	EA	@	575.00	54,050.00
30	TELEPHONE SERVICE-RS	94.00	EA	@	250.00	23,500.00
32	STREETLIGHT-STD BASE	41.00	EA	@	1900.00	77,900.00
34	SURVEY MONUMENTS	85.00	EA	@	465.00	39,525.00
39	STREET/STOP SIGNS	13.00	EA	@	110.00	1,430.00
40	GAS TO LOTS - RS	94.00	EA	@	475.00	44,650.00
41	CABLE TO LOTS - RS	94.00	EA	@	250.00	23,500.00

CITY OF LAS VEGAS
PUBLIC WORKS / LAND DEVELOPMENT

(BLD)BATCH/PRTESTM PAGE
RUN DATE 9/30/04 TIME 10:46:20:1

BOND ESTIMATE REPORT

PROJECT NAME DAY DAWN VISTA DRWG# PERMIT# 000000

X STREETS SWC FORT APACHE RD/DEER SPRINGS WY PROJECT# 7515

ADDRESS LOTS 94 ACRES 15.17

ITEM	DESCRIPTION	QUANTITY	UNIT		UN PRICE	LINE COS
42	36" RCP	683.00	LF	@	115.00	78,545.0
42	18" RCP	32.00	LF	@	85.00	2,720.0
42	18" C905	169.00	LF	@	60.00	10,140.0
42	3' DI	3.00	EA	@	3300.00	9,900.0
42	15' DI	1.00	EA	@	7500.00	7,500.0
42	SDMH	4.00	EA	@	2200.00	8,800.0
42	BUS TURNOUT	1720.00	SF	@	4.25	7,310.0

	PUBLIC	PRIVATE	
ESTIMATED COST	896,379.55	.00	
10% CONTINGENCIES	89,637.96	.00	
TOTAL	986,017.51	.00	GRAND TOTAL 986,017.51
INSPECTION FEES			
FIRST $25,000.00 (3.0%)	750.00	.00	
NEXT $75,000.00 (2.75%)	2,062.50	.00	
OVER $100,000.00 (1.5%)	13,290.26	.00	
TOTAL INSPECTION FEE			16,102.76
PLANS CHECK FEE ($500 MIN) 1.25%			12,325.22
DAYS WITHOUT PERMIT FEE			.00
SUB. FM $100.00 + $10.00/LOT			1,040.00
IMPROVEMENT AGREE FEE ($100)			100.00
TOTAL FEES ****			29,567.98

Approved Bond Estimate
986,000.00
KB
9/30/04

- 12,568.91
+ 1,650.00 9/30
+ 25.00 ENCH

18,674.07 OWING 10/5/04

* Fees Paid

Encroachment
w/ Michael Riggo.

EXHIBIT B

PERFORMANCE BOND

OFF-SITE IMPROVEMENTS AGREEMENT
PERFORMANCE BOND

LD PROJECT# 7515
BOND NUMBER 864417S
DATE EXECUTED APRIL 27, 2005

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 Nine Hundred and Eighty Six Thousand and no/100* * * * 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 27th day of APRIL, 200 5

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:

STEPHEN A. LEMOND
(Resident Agent)

4087
(State of Nevada, License Number)

STEPHEN A. LEMOND
(Appointed Agent Name)

By: _____
(Signature)

Address: 5550 West Flamingo Suite A-1

Las Vegas, Nevada 89103

Telephone: 702-699-5569

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

DAY STAR VENTURES, LLC
(PRINCIPAL)

PAUL WAGNER, MANAGER
(Authorized Representative and Title)

By: _____
(Signature)

Surety: Developers Surety and Indemnity Company

12819
(State of Nevada, License Number)

Romeo C. Celaya
(Appointed Agent Name)

By: _____
(Signature)

Address: 950 W. Elliot Road, Suite 103

Tempe, Arizona 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).

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

WMD2 WMD2

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 27TH day of APRIL, 2005.

By _____
David L. Kerrigan, Executive Vice-President

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

EXHIBIT C

KBEECH CONSTRUCTION ITEMS AND ESTIMATE

EXHIBIT A

Relentlessly Persistant

GENERAL ENGINEERING CONTRACTOR

Estimate

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

DATE	ESTIMATE #
6/7/2011	3889R

PROJECT

(11987)Day Dawn Vista (Bond)

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Prefinal Clean	Labor for clean up and water truck clean and flow	1		
24" L Curb	24" L Curb or Roll Curb (lf) R/R	792		
4" Sidewalk	4" Sidewalk (sf) R/R	400		
4"sidewalk	4" Sidewalk S.F. subgrade and TYII (New)	18,960		
6" Approach	6" Approach or sidewalk (sf) R/R	304		
6" approach	6" approach S.F. subgrade and TYII (New)	2,540		
ADA H/C RAMP	ADA Case III Handicap Ramp	435		
ADA H/C RAMP	ADA Case III Handicap Ramp. Subgrade and TY II (New)	330		
ADA TILES	ADA Truncated Warning Tiles	10		
ADA H/C RAMP	ADA Case I Handicap Ramps per City of Las Vegas Town Center Standards W/Colored sidewalk (Red)	992		
Misc	Pavers @ ADA's. Per City of Las Vegas Town Center Standards	452		
Valley Gutter	Valley Gutter /Spandrel/Easement (sf) R/R	3,392		
Collar Large	Large collars (ea) R/R	60		
Collars Small	Small collars (ea) R/R	88		
Drop inlet deck/	R/R drop inlet deck/throat	14		
Sidewalk unde	R/R Sidewalk Underdrain (ea)	1		
Welding	Tac Welding Sidewalk Underdrain Plate (2 Hour Minimum)	2		
Utility Lids	Utility Box/Lids (Various)	1		
Blue Dot	Paint/Blue Dot (per f.h.)	2		
Bollards	Place 4", cap, prep, and paint	10		
Silicone	Silicone (lf)	228		
Water Truck	Water Truck (per hour)	21		
Percol	Per Gallon Estimate	6		
Patching	Concrete Patching (Per Hour)	100		
General Labor	General Labor (Per Hour)	125		
Jones Valve	Construction water at site	1		
2" Patching	2" Asphalt Patching Per S.F.	224		
3" Patching	3" Asphalt Patching Per S.F.	208		
4" Patching	4" Asphalt Patching Per S.F.	255		
Slurry Seal	Slurry Seal (per sf)	106,517		
Concrete	City of Las Vegas Standard Drawing Amenity Zone	1,140		
Geotech	Geo-technical required to establish proctors for subgrade at new sidewalk and ADA Ramp locations including testing on interior streets of project, Fort Apache, Deer Springs and Echelon Point. This cost also includes reports.			

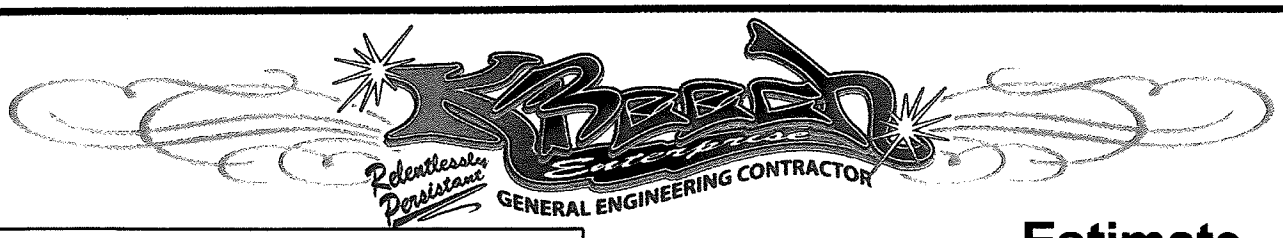
Due to unpredictable increases in materials, this estimate will be honored for 30 days.

TOTAL

ESTIMATE ACCEPTED BY: _____

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

EXHIBIT A



Estimate

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

DATE	ESTIMATE #
6/7/2011	3889R

PROJECT

(11987)Day Dawn Vista (Bond)

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Survey	Complete survey monument and submit monument tie map to CLV for approval.			
Electrical	All Electrical corrections to be facilitated by KBeech. The following cost was generated by Street Light Punch-list dated November 10, 2010 by Brad Schirmer CLV inspector. 1) Remove and replace (33) pullboxes/crash caps. 2) Generate and provide traffic as-builts to CLV. 3) (1) 400W head on the S/W corner of Deer Springs and Fort Apache. 4) Boom truck to repair and level street light heads. 5) Missing tracer wire. 6) Pull feeder wire and energize meter pedestal at S/W corner of Deer Springs and Fort Apache.	1		
Miscellaneous	A/C Deviation-The following is to core and isolate thin core #07169D. If the thin area is small, NO corrections will be required. If it is large, CLV will require a A/C patch. The patch size and cost is undetermined at this time. Includes Labor and Materials.	1		
Miscellaneous	A/C Density Deviations-The following is a Penalty cost established upon cores taken with a failing average density on Fort Apache. Required Density percentage is 91.5%, average is 90.2% difference of 1.3%. This penalty will be paid to City of Las Vegas.	1		
Traffic	All Traffic corrections to be completed by Highway Striping and Signs and facilitated by KBeech.	1		
Barricading	Barricading required on Deer Springs, Grand Teton and Echelon Point to be facilitated by KBeech	1		
Televise	Televise Storm and or Sewer lines as per requested. Equipment & Labor billed per hour - includes operator and laborer).	0		
Misc	Storm Drain corrections per CLV punchlist dated 5/23/2011. Clean, chip to inferior product and install approved grout at all joints throughout 18" RCP. Includes labor, materials and equipment.	1		
Vactor Truck	Clean storm drain system and all drop inlets (2 hour minimum. Equipment & Labor billed per hour - includes operator and laborer).	0		
Confined Entry	Access storm drain/sewer man holes/drop inlets and pipe to allow completion of televising. (Per hour)	0		
Dump Fee	Dispose of debris at Apex (per trip)	0		
Water Fee	Water used in jetting Storm Drain Lines. Per 1500 gallons	0		

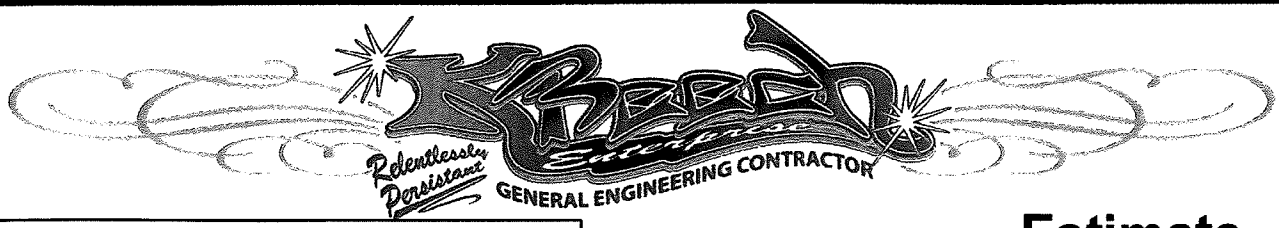
Due to unpredictable increases in materials, this estimate will be honored for 30 days.

TOTAL

ESTIMATE ACCEPTED BY: _____

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

EXHIBIT A



Estimate

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

DATE	ESTIMATE #
6/7/2011	3889R

PROJECT

(11987)Day Dawn Vista (Bond)

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Final Clean	Labor and water truck for clean up and flow test for final inspection. (Estimated based on prefinal clean costs)	1		
Management	Schedule and attend all inspections and meetings with governmental entities, engineers and contractors. Compile information required for bond exoneration and attend meetings with Developers. Correspondence with warranty subcontractors, organization and distribution of required warranty corrections. Monitoring completion of required warranty corrections for developer. Notification to homeowners of concrete removal and replacement done by KBeech Enterprise. Obtain all required finals (Public Works, LVVWD, Fire, Sanitation, Power, Survey, NDOT, asphalt results, etc. as needed) to enable completion of Bonded line items. (Per Lot fee)			
Miscellaneous	10% Discount given due to the state of the economy for loyal customer.			
	NOTES:			
	EXCLUSIONS 1) Irrigation/landscape 2) Retaining/Block walls 3) Wrought Iron Fencing 4) Items not specifically listed 5)A/C Density Deviations-This item has already been resolved by PM's Jorge Sosa and Steve Combs. After field meetings with our geotek and CLV inspectors to isolate for thin cores we found there were none. And due to insufficient information as Steve pointed out on the low densities all fees and penalties were waived. This line item shows as a negative item.			

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.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve an encroachment request from T-Breo II, LLC on behalf of Daniel Coughlin, owner (523 Fremont Street) - Ward 3 (Coffin)

Fiscal Impact

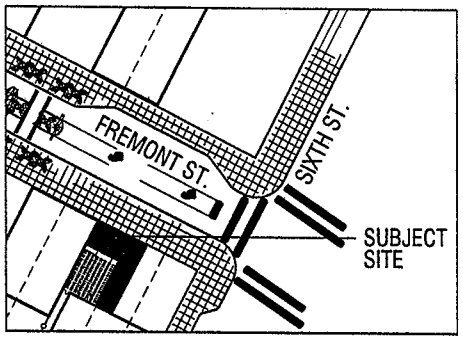
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for signage and outdoor seating located on the north side of the building. The sign is mounted on the building approximately six feet above the sidewalk and will protrude approximately four feet into the public right-of-way displaying the words "LE THAI NOODLES & BAR". The outdoor seating placed in a designated area of approximately 350 square feet adjacent to the building, extending approximately 10' into the public right-of-way, as described in the Las Vegas Downtown Centennial Plan will be used during business hours and brought indoors during non-business hours for storage.

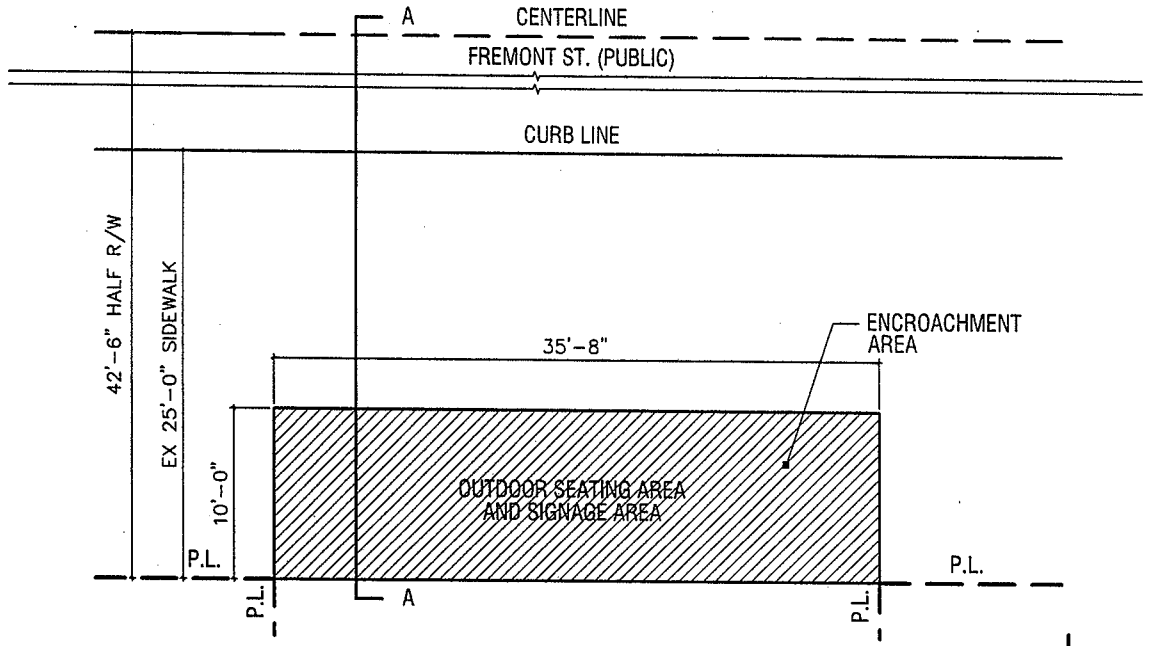
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Exhibit A

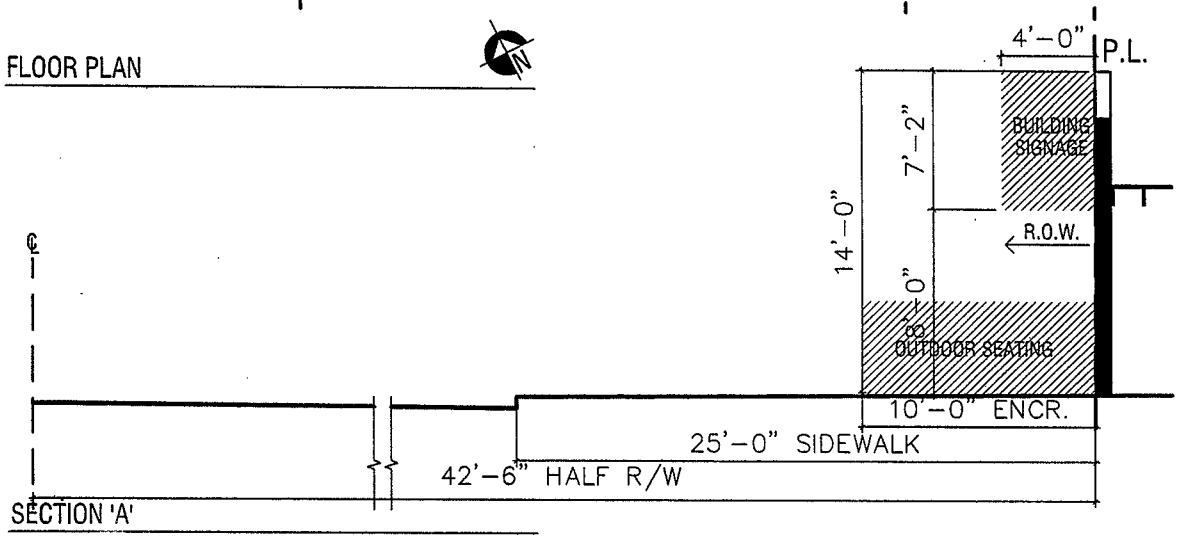
EXHIBIT "A"



VICINITY MAP



FLOOR PLAN



SECTION 'A'

Le Thai Restaurant - 523 FREMONT ST.
A.P.N. 139-34-611-017

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve an encroachment request from Spectrum Surveying and Engineering on behalf of McDonald's Corporation, owner (3500 East Bonanza Road) - Ward 3 (Coffin)

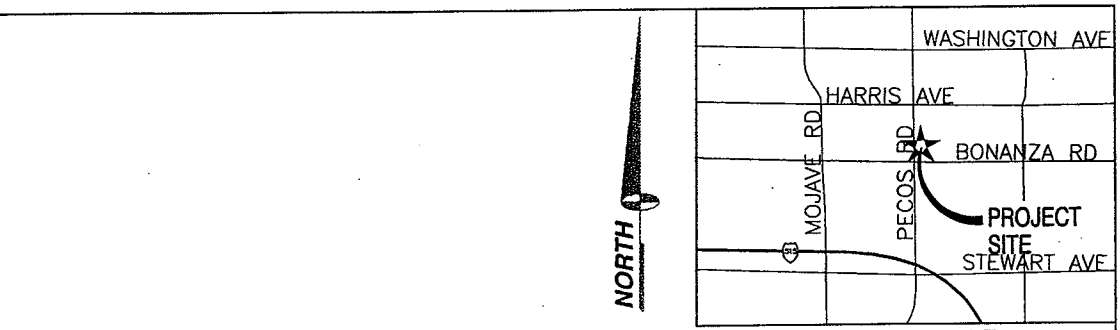
Fiscal Impact

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

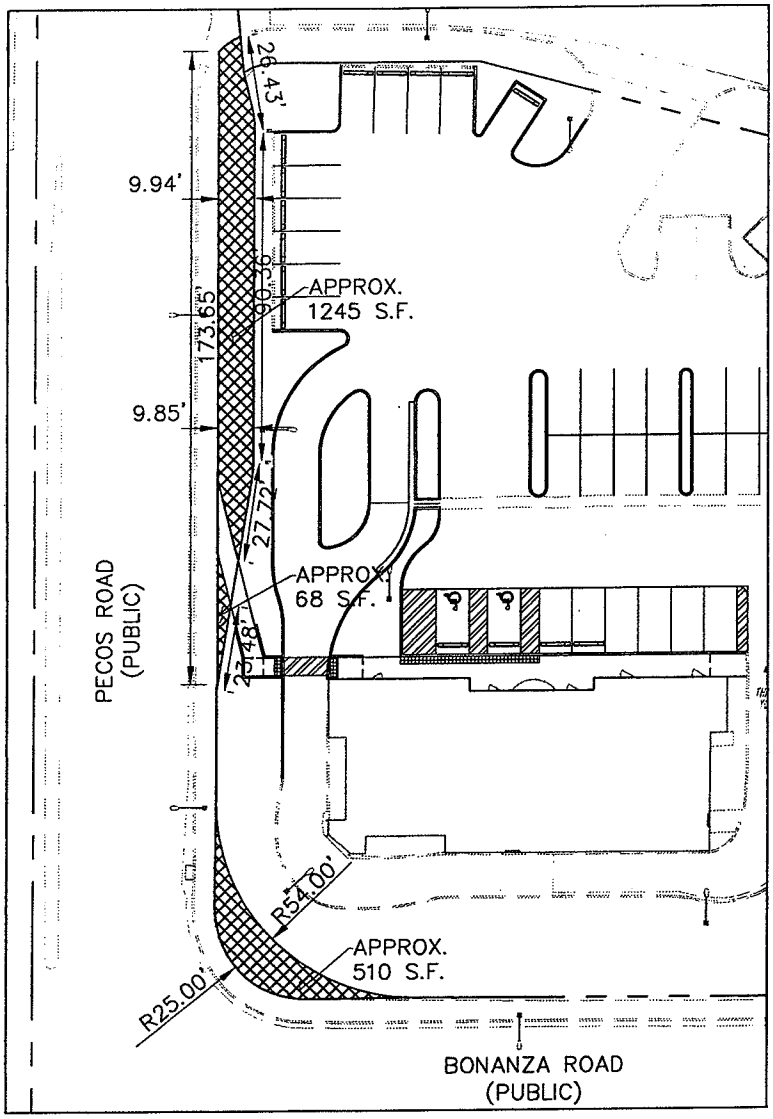
PURPOSE/BACKGROUND:
This request is for approximately 1748 square feet of existing landscaping on the west side of Pecos Avenue, north of Bonanza Road, and adjacent to the property. The landscaping shall consist of trees, shrubs, ground cover, and an irrigation system.

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

BACKUP DOCUMENTATION:
Exhibit A



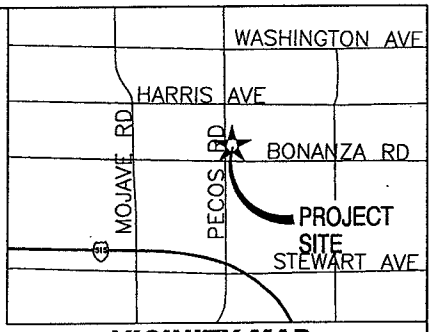
VICINITY MAP
NOT TO SCALE



SPECTRUM
SURVEYING & ENGINEERING
8905 WEST POST ROAD, SUITE 100
LAS VEGAS, NEVADA 89148
OFFICE: (702) 367-7705
FAX: (702) 367-8733

ENCROACHMENT EXHIBIT

Project Name: McDonalds at Pecos & Bonanza
Project Number: CD11021 PAGE 1 OF 2



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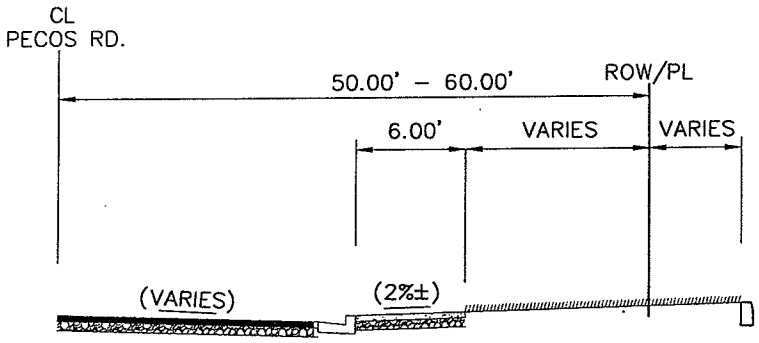


TYPICAL SECTION
PECOS RD
NTS

SPECTRUM
SURVEYING & ENGINEERING
8905 WEST POST ROAD, SUITE 100
LAS VEGAS, NEVADA 89148
OFFICE: (702) 367-7705
FAX: (702) 367-8733

ENCROACHMENT EXHIBIT

Project Name: McDonalds at Pecos & Bonanza
Project Number: CD11021 Page 2 of 2

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve an encroachment request from GK3 Architecture on behalf of Mr. K, S LV, LLC, owner (3701 West Sahara Avenue) - Ward 1 (Tarkanian)

Fiscal Impact

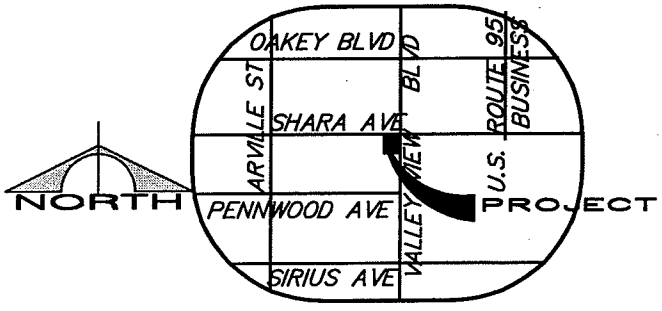
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for approximately 720 square feet of existing landscaping on the southwest corner of Sahara Avenue and Valley View Boulevard, adjacent to the property. The landscaping shall consist of trees, shrubs, ground cover, and an irrigation system.

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

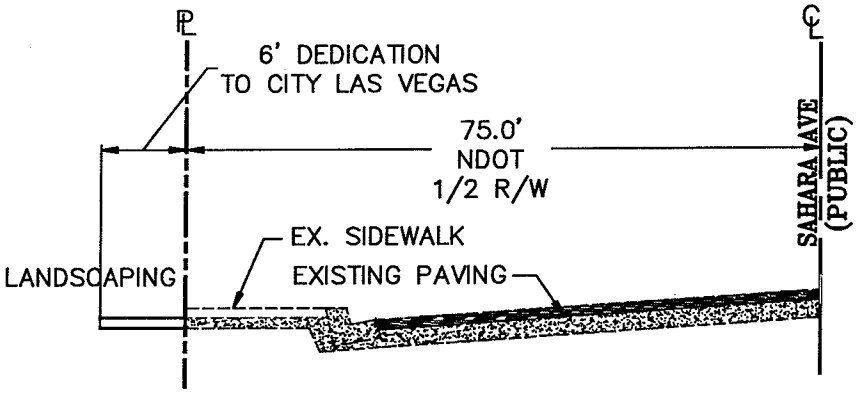
BACKUP DOCUMENTATION:
Exhibit A

EXHIBIT "A"



VICINITY MAP:

N.T.S.

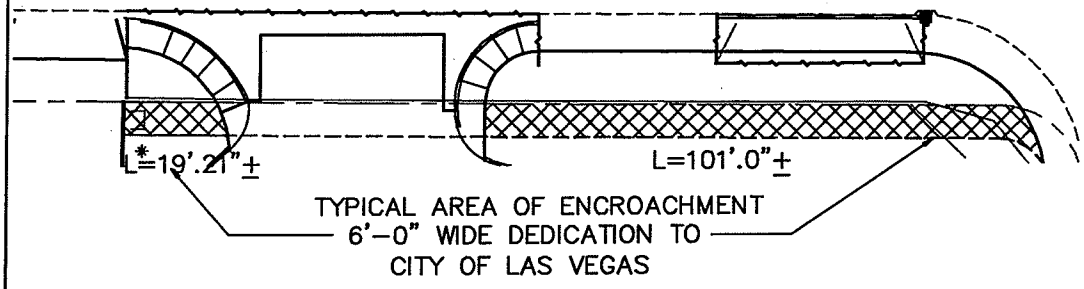


TYPICAL SECTION

N.T.S.

SAHARA AVENUE

(PUBLIC STREET)



LANDSCAPE ENCROACHMENT EXHIBIT	
PROJECT: ARCO AM/ PM 3701 W SAHARA AVENUE, CITY OF LAS VEGAS	
SCALE: NTS	DATE: 09/10/11

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve an encroachment request from Flightlinez, LLC, owner (Fremont Street between Las Vegas Boulevard and Casino Center Boulevard) - Ward 5 (Barlow)

Fiscal Impact

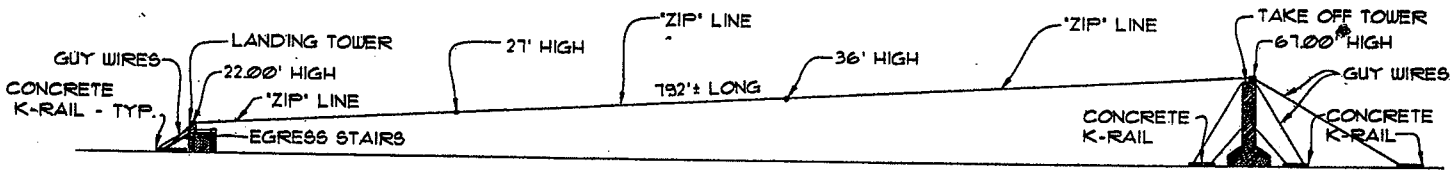
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for an aerial encroachment consisting of four zip lines. The zip lines are 950 linear feet and will move riders 800 linear feet. The take off platform is 173 feet by 40 feet and is located on the west side of Las Vegas Boulevard near the Fremont Street parking garage. The landing platform 52 feet by 40 feet located on the east side of Casino Center Boulevard near the Fremont Street Experience performance stage.

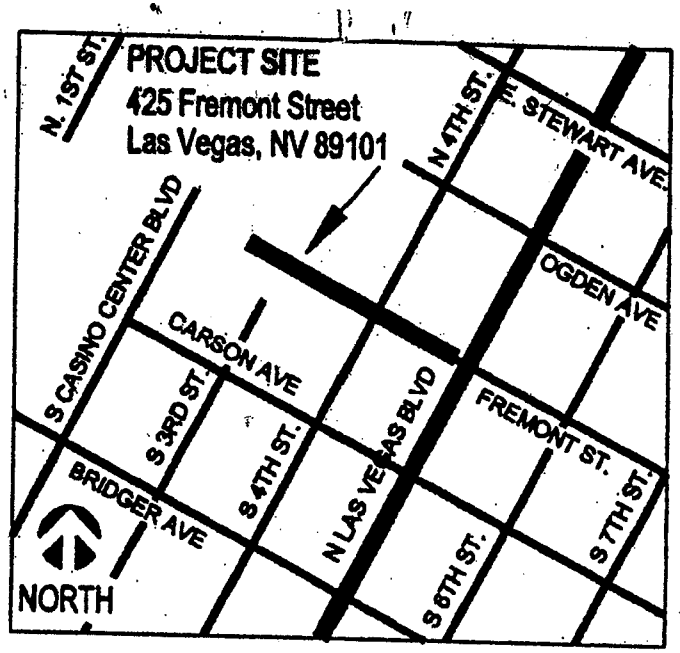
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Exhibit A

TOTAL LENGTH OF CABLES 950 LF
TOTAL LENGTH OF RIDE 800 LF



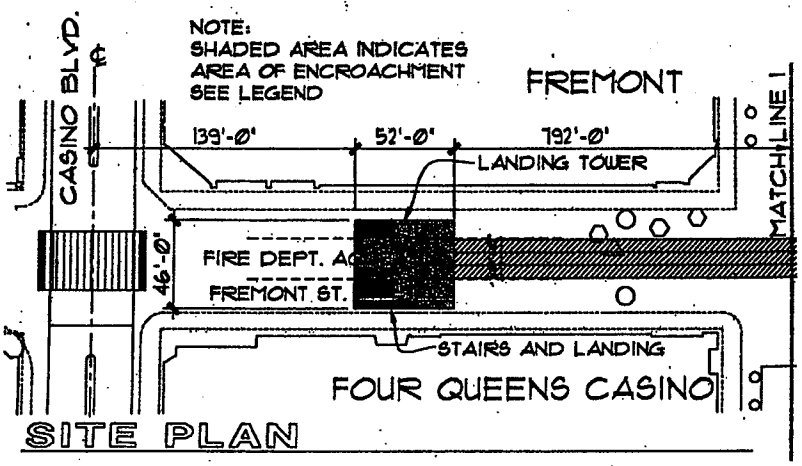
PROFILE OF FLIGHTLINEZ STRUCTURE



VICINITY MAP

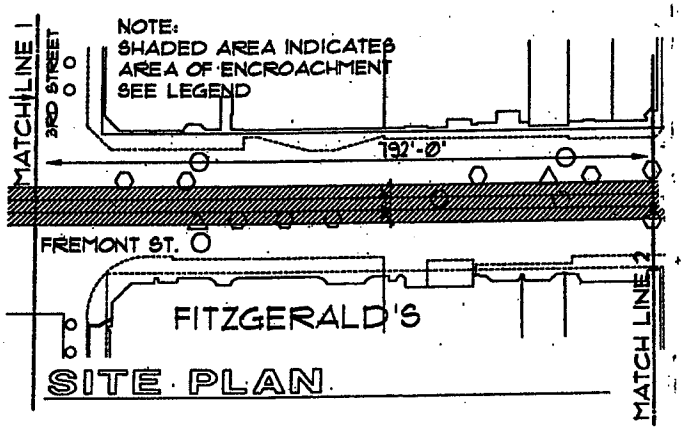
EXHIBIT "A"

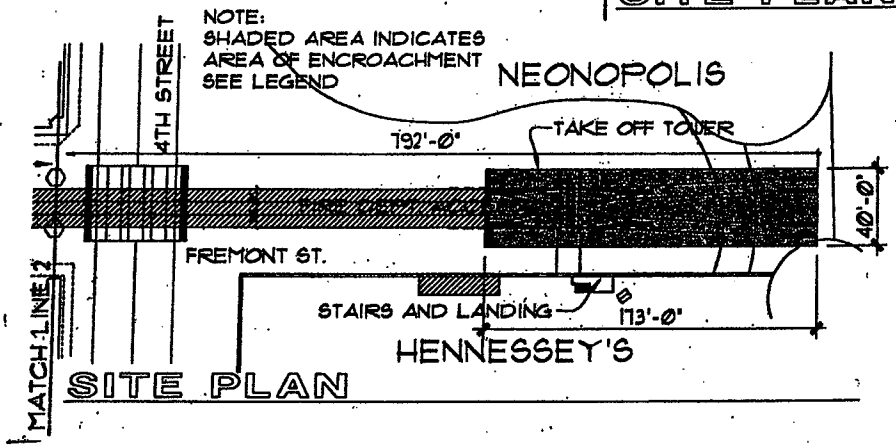
EXHIBIT "A"



ENCROACHMENT LEGEND

- 52'x46' - LANDING TOWER ENCROACHMENT
- 792'X2Ø' - AERIAL ENCROACHMENT
- 173'X4Ø' - TAKE-OFF TOWER ENCROACHMENT





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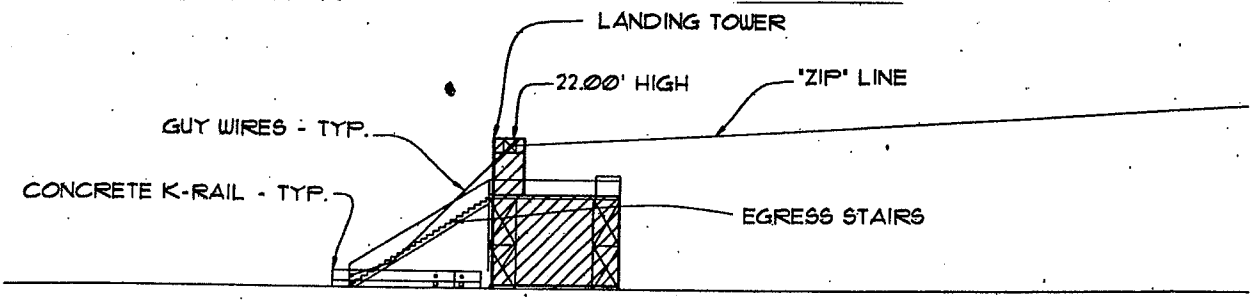
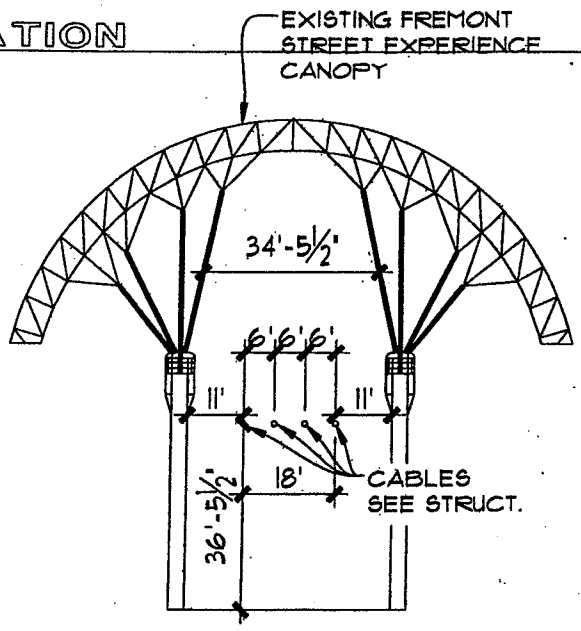
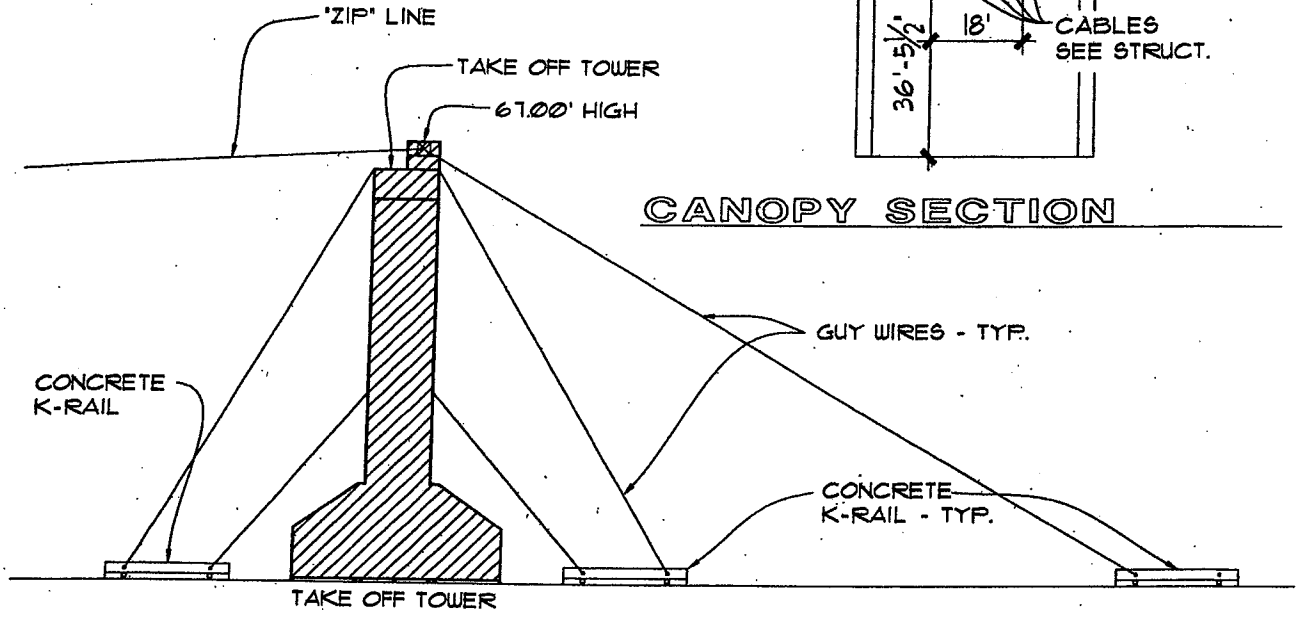


LANDING TOWER ELEVATION



CANOPY SECTION



TAKE OFF TOWER ELEVATION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve an encroachment request from Wright Engineers on behalf of Legal Aid Center of Southern Nevada, owners (800 South 8th Street) - Ward 3 (Coffin)

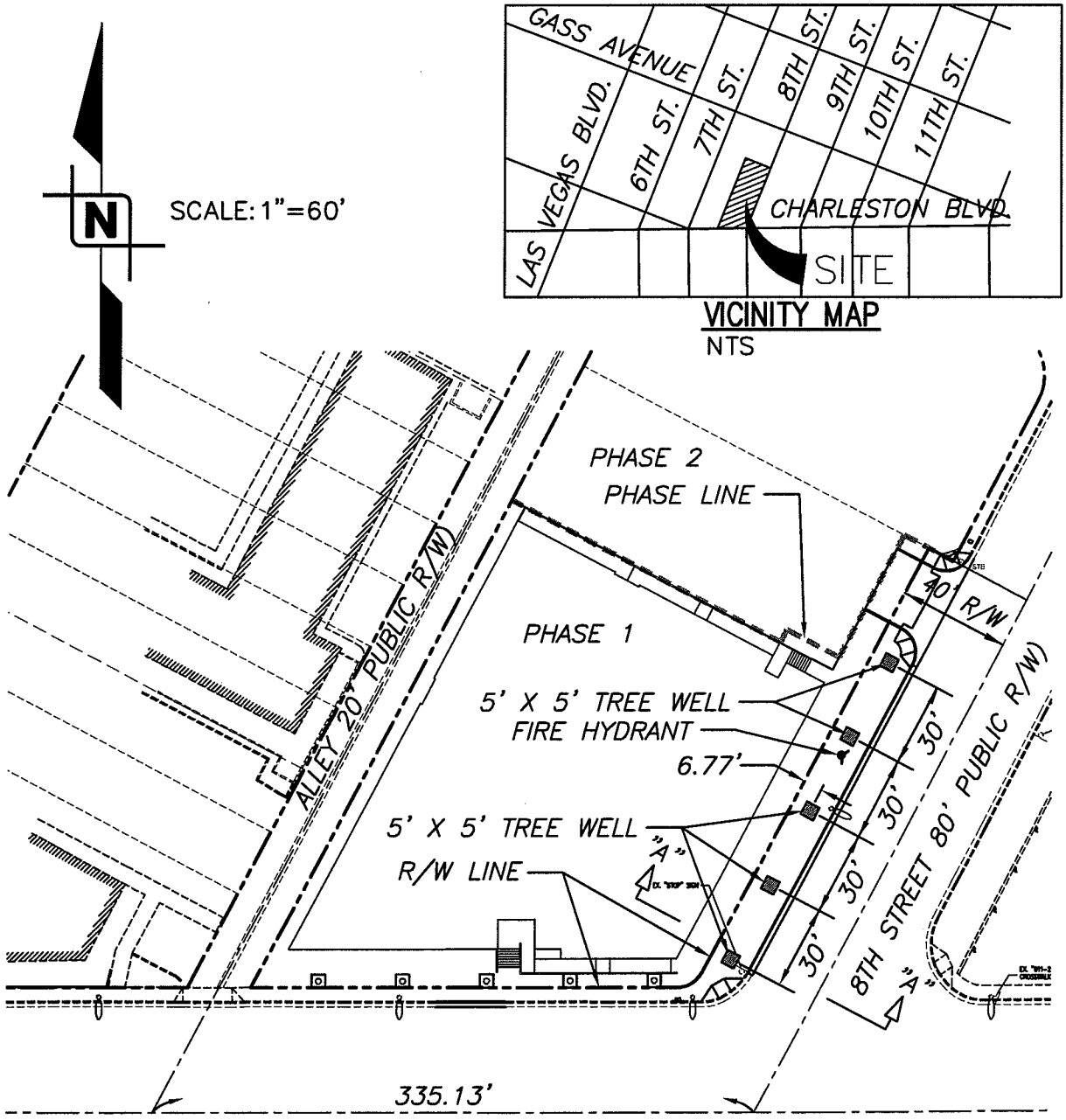
Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for five tree wells located five feet from the back of curb in the right-of-way. The tree wells will be spaced 30 feet apart along Eighth Street with the first tree well located at the corner of Eighth Street and Charleston Boulevard. Each tree well will have one tree with a tree grate and irrigation to meet Downtown Centennial landscaping standards and will be five feet by five feet in size.

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

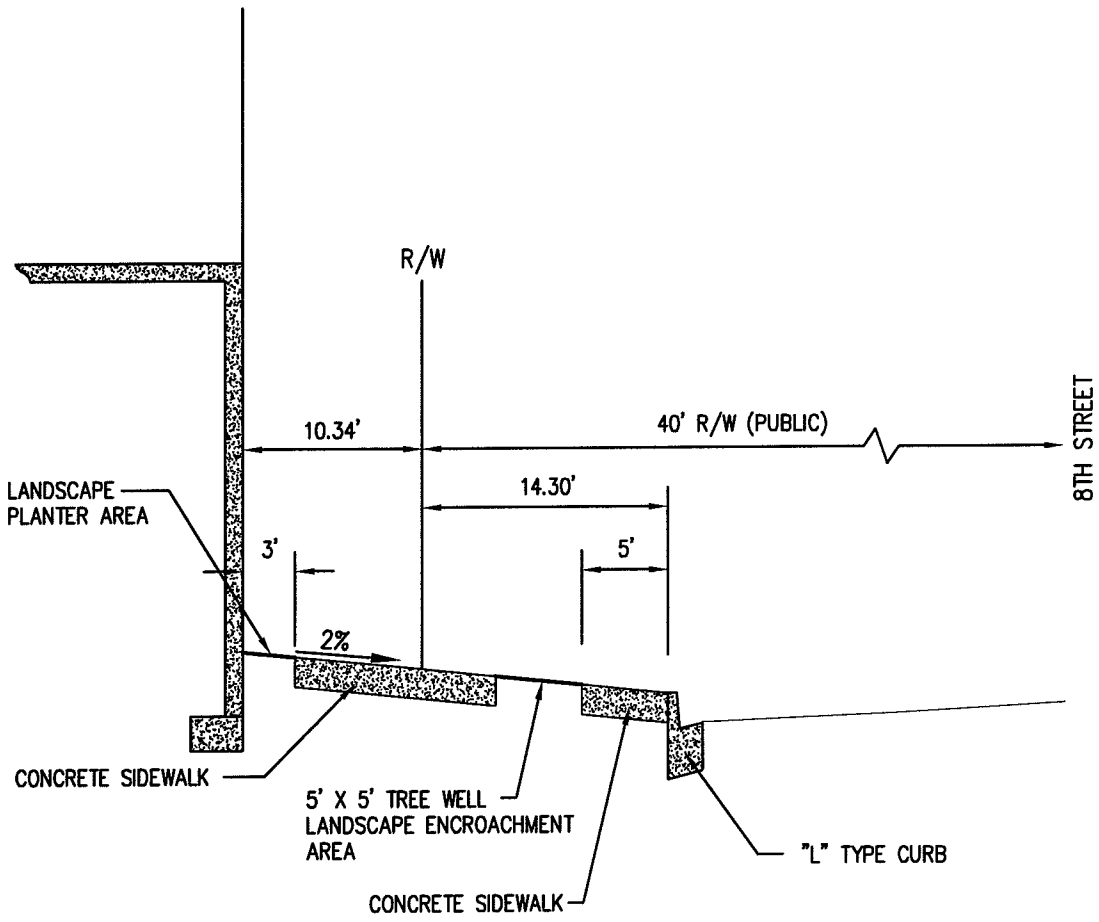
BACKUP DOCUMENTATION:
Exhibit A



AREA OF ENCROACHMENT

SHEET 1 of 2

ENCROACHMENT EXHIBIT "A"	
LEGAL AID CENTER OF SOUTHERN NEVADA	WRIGHT ENGINEERS 7425 PEAK DRIVE LAS VEGAS, NEVADA 89128 p 702.933.7000 f 702.933.7001



SECTION A–A

ENCROACHMENT EXHIBIT "A"	
LEGAL AID CENTER OF SOUTHERN NEVADA	WRIGHT ENGINEERS 7425 PEAK DRIVE LAS VEGAS, NEVADA 89128 p 702.933.7000 f 702.933.7001

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve an additional $200,000 in FY 2011-2012 Community Development Block Grant (CDBG) funds for housing rehabilitation assistance - All Wards

Fiscal Impact

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

Amount: $200,000
Funding Source: CDBG
Dept./Division: Economic and Urban Development/Neigh. Development

PURPOSE/BACKGROUND:
On April 6, 2011, City Council approved $250,000 of CDBG funds to be utilized for single family rehabilitation. The current allocation is insufficient to service all 25 qualified applicants. An additional $200,000 of CDBG funds is requested to fill this funding gap. The waiting list is closed and the program discontinued following this request. We will pursue a new program in support of our existing neighborhood stabilization efforts.

RECOMMENDATION:
Staff recommends approval of the CDBG allocation and authorization of the Mayor to execute any and all related agreements and documents required for the program.

BACKUP DOCUMENTATION:
Agenda Item #48 and backup approved by City Council on April 6, 2011

City of Las Vegas Agenda Item No.: 48.

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PARKS, REC & NEIGH SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ Consent ☒ Discussion

SUBJECT:
Discussion and possible action on an estimated allocation of $5,540,639 in FY 2011-2012 Community Development Block Grant (CDBG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,540,639
Funding Source: HUD-CDBG
Dept./Division: PRNS/Neighborhood Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $5,540,639 of United States Department of Housing and Urban Development (HUD) CDBG Funds for Fiscal Year 2011-2012. Parks, Recreation and Neighborhood Services shall complete all HUD-required Environmental Reviews (ER). The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Parks, Recreation & Neighborhood Services.

RECOMMENDATION:
Staff recommends approval of the CDBG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

Motion made by GARY REESE to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
RICKI Y. BARLOW, LOIS TARKANIAN, STEVE WOLFSON, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS, STAVROS S. ANTHONY; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:
See Item 46 for related discussion and Item 21 for related backup.

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PARKS, RECREATION & NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of $5,540,639 in FY 2011-2012 Community Development Block Grant (CDBG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

---

Summary of Total Grant RECOMMENDED ALLOCATIONS

Applicant	**Recommendation**
Anthony Pollard Foundation	$30,000
Blind Center of Nevada, Inc.	$30,000
Boys & Girls Club	$25,000
Catholic Charities - #1 -Employment Services Center	$50,000
Catholic Charities - #2 - St Vincent HELP Apartments	$35,000
Catholic Charities - #3 - Public Restrooms	$15,000
City of Las Vegas Leisure Services	$115,664
City of Las Vegas Leisure Services Safekey	$60,000
Clark County Law Foundation	$20,000
Community Counseling Center	$61,690
Consumer Credit Counseling	$15,000
Family and Child Treatment of Southern Nevada	$20,000
Family Promise	$17,500
Foundation for Positively Kids, Inc.	$15,000
Greater Las Vegas After School All Stars	$20,000
HELP of SNV Youth Center #PS2	$15,000
Helping Hands of Vegas Valley	$38,553
Jewish Federation of Las Vegas	$54,096
Jude 22	$15,000
Las Vegas History Museum	$15,000
Lied Discovery Children's Museum	$15,000
Rebuilding Together of SNV	$32,120
Salvation Army	$30,000
Shade Tree	$20,000
Southern NV Public Television – Ready To Learn	$16,473
Spread the Word Nevada Kids to Kids	$35,000
Women's Development Center	$15,000
Total	**$831,096**

Single Family Rehabilitation	$250,000
Code Enforcement	$100,000
Stupak Community Center Bond Payment	$1,520,725
Rebuilding Together – Single Family Rehab	$125,000
James Seastrand Helping Hands – Single Family Rehab	$10,000
CLV Future CDBG Construction Projects	$1,595,690
CDBG Administration and Fair Housing (20% Max)	$1,108,128
Total CDBG Funds	$5,540,639

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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: $6,093,763.10
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 09/16/11 - 09/30/11

City of Las Vegas

Summary of Cash Expenditures

For period of 09/16/11 to 09/30/11

Total Services & Materials Checks :	**$0.00**
Total Services & Materials EFT Payments :	**$0.00**
Total Wire Transfers:	**$0.00**
Total Payroll Checks:	**$6,093,763.10**
Grand Total:	**$6,093,763.10**

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

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On October 19, 2011 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve augmenting the Capital Improvement Plan (CIP) to increase the Conservation Energy Projects in the General Capital Project Fund (CPF) by $18,000,000 and to increase the Sidewalk Replacement Program in the Public Works CPF by $1,000,000 - All Wards

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $19,000,000
Funding Source: General CPF and Public Works CPF
Dept./Division: Finance Department

PURPOSE/BACKGROUND:
Public Works has determined that project costs in the current CIP need to be increased. They include the Conservation Energy Projects which will provide exterior lighting replacement with increased energy efficient products, and the Sidewalk Replacement Program which includes the installation of sidewalks, pedestrian ramps and street lights in Community Development Block Grant (CDBG) areas where gaps in existing amenities exist. The increase in costs for these projects will be funded with new bond proceeds to be repaid with CDBG funds and energy cost savings generated from the projects.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 120037-DC, Blanket Services Agreement for HVAC, Electrical and Plumbing Services - Department of Public Works - Award recommended to: HARRIS CONSULTING ENGINEERS, LLC ($300,000 - Various Funds) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides the City with the ability to issue task orders for heating, ventilation, and air conditioning, electrical and plumbing design services in support of various public works projects related to the City's capital improvement program. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1 (b), Professional Services.

PCC: D. Collins
POC: Floyd T. Harris III - (702) 269-1575

RECOMMENDATION:
That City Council approve award of Agreement No. 120037-DC, Blanket Services Agreement for HVAC, Electrical and Plumbing Services to Harris Consulting Engineers, LLC in the amount of $300,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 120037-DC
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
HVAC, ELECTRICAL, AND PLUMBING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and **HARRIS CONSULTING ENGINEERS, LLC**, (the "Consultant"), a **Limited Liability Company**, whose address is **6630 Surrey St.,STE 100, Las Vegas, NV, 89119**.

WITNESSETH:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

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

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the

Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that

notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled

by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

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

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

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

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

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

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

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

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

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

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

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

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

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or

dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

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

ATTEST

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 9/14/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By James T. Heal
Floyd T. Harris III, Harris Consulting Engineers, LLC

LIST OF EXHIBITS

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

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

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

100.2 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services: Engineering, calculations, specifications, reports, for **HVAC, Electrical, and Plumbing Services**.

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

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

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

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

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

200.4 It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

200.5 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

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

400.2 The total Blanket Agreement maximum not-to-exceed fee for all of the Project Task Orders is **$300,000.00.**

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Principal	$180	Per Hour
Project Manager	$140	Per Hour
Engineer	$140	Per Hour
CADD Operator	$78	Per Hour
Designer	$120	Per Hour
Clerical	$90	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

501.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Agreement: **Patrick Batte**

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

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: **Floyd T.** Harris III

601.1.2 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Floyd T. Harris III

601.1.3 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: NV 06720

601.1.4 PROJECT MANAGER: Daniel Dixon

601.1.5 TECHNICIAN/CADD:

601.1.6 CLERICAL: Rosie Saldivar

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

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

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE
DISCLOSURE NOT REQUIRED - FEE IS $25,000 OR LESS

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
Harris Consulting Engineers, LLC
Name
6630 Surrey St. Ste 100, Las Vegas, NV 89119
Address
702-269-1575
Telephone
EIN: 65-1163771
EIN or TIN#

Block 2 — Description
Subject Matter of Contract/Agreement
Blanket agreement for M/P/E Engineering Design Services
RFP #

Block 3 — Type of Business

[ ]	Individual	[ ]	Partnership	[X]	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.	Floyd T. (Tom) Harris III / President	6630 Surrey St.,#100, Las Vegas, NV 89119	702-269-1575
2.	Randall S. Harris / Principal	6630 Surrey St.,#100, Las Vegas, NV 89119	702-269-1575
3.	Kent T. Bell / Principal	6630 Surrey St.,#100, Las Vegas, NV 89119	702-269-1575
4.	James F. Heal / Principal	6630 Surrey St.,#100, Las Vegas, NV 89119	702-269-1575
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: N/A

Date of Attached Document: _____ Number of Pages: _____

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

Floyd T. Harris III
Name

9/13/2011
Date

Notary Public - State of Nevada
County of Clark
ROSEMARY E. SALDIVAR
My Appointment Expires
August 21, 2013
No: 93-0993-1

Subscribed and sworn to before me this 13th day of September, 2011

Rosemary E. Saldivar
Notary Public

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve award of Bid No. 09.15341.08-TF, Neon Museum Visitors Center located at 770 Las Vegas Boulevard North and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: SAVI CONSTRUCTION ($1,396,487 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,396,487
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the remodeling of the historic LaConcha building and site improvements to include the addition of restrooms and ADA improvements. Funding for this project is provided by the Nevada Department of Transportation.

PCC: T. Fernandez
POC: Mike Rogers - (702) 382-3177

RECOMMENDATION:
That City Council approve award of Bid No. 09.15341.08-TF, Neon Museum Visitors Center to Savi Construction in the amount of $1,396,487 and approve the construction conflicts and contingency reserve of $139,648. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
09.15341.08-TF
Neon Museum Visitors Center

	City Plan Development, Inc. DBA SAVI Construction	Richardson Construction, Inc.	Mountain Vista Development, Inc.
DESCRIPTION	**Lump Sum Amount**	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	**$1,396,487.00**	$1,412,000.00	$1,551,122.00
Responsive Bidder:	yes		
Responsible Bidder:	yes		
Bidder's Preference Claimed?	**N/A**	**N/A**	**N/A**
	Cobblestone Construction	Flagship Construction Co., LLC	Addison, Inc.
DESCRIPTION	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$1,560,000.00	$1,789,000.00	$1,799,000.00
Responsive Bidder:			
Responsible Bidder:			
Bidder's Preference Claimed?	**N/A**	**N/A**	**N/A**
	APCO Construction	Legal Firm Name	Legal Firm Name
DESCRIPTION	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$1,808,999.00		
Responsive Bidder:			
Responsible Bidder:			
Bidder's Preference Claimed?	**N/A**	**YES OR NO**	**YES OR NO**

Engineers Estimate: $1,685,000

TO: Dept. Director or Designee Please review and approve recommended award to City Plan Development, Inc. DBA SAVI Construction in the amount of $ 1,396,487.00

Purchasing & Contracts Representative — 9-29-11 Date

Michael Vlahovich for David Bowers — 9-29-11
Department/Division Signature — Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 120057-TF, Prime Design Services Agreement for Sidewalk Infill Areas 1 and 6 (Area 1 is bounded by Las Vegas Boulevard to Bruce Street and Charleston Boulevard to U.S. 95 and California Avenue and Area 6 is bounded by Martin L. King Boulevard to Interstate 15, and Bonanza Road to Owens Avenue) - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. ($600,000 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $600,000
Funding Source: Public Works CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of sidewalk and streetlight improvements and design services to include topographic survey, potholing, curb, gutter, sidewalk and ADA ramp design and construction support services. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Felix Kwakwa - (702) 255-8100

RECOMMENDATION:
That City Council approve award of Agreement No. 120057-TF, Prime Design Services Agreement for Sidewalk Infill Areas 1 and 6 to Poggemeyer Design Group, Inc. in the amount of $600,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 120057-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
SIDEWALK INFILL - AREAS 1 AND 6

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 **POGGEMEYER DESIGN GROUP, INC.**, (the "Consultant"), a **Corporation**, whose address is **6960 Smoke Ranch Road, Suite 110, Las Vegas, Nevada 89128**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **Sidewalk Infill** - Areas 1 and 6 (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

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

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

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

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

arbitration unless otherwise agreed to by the parties.

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

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

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

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

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

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

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

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

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

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

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

ATTEST

CITY OF LAS VEGAS

_____

Beverly K. Bridges, MMC, City Clerk Date

By_____

Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

CONSULTANT

John S. Ridilla 10/3/11

Deputy City Attorney Date

By_____

Larry Carroll, P.E., Poggemeyer Design Group, Inc.

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 INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings and Special Provisions for sidewalk improvements and street light improvements in Downtown Areas 1 and 6. The limits of Area 1 are: Las Vegas Boulevard to Bruce Street, Charleston Boulevard to US95, and California Avenue (Main to 3rd), Colorado Avenue (Main to 3rd), Gass Avenue (Main to 4th), and Coolidge Avenue (Main to 4th). The limits of Area 6 are: Martin L. King Boulevard to Interstate 15, and Bonanza Road to Owens Avenue. The design services will include topographic survey, Authorization to Enter Property Exhibits, potholing, curb, gutter and sidewalk, ADA ramps, driveways, alleys, drainage, striping, lighting, water and sewer facilities adjustments, NDOT Encroachment documents, pre-bid, and construction support services. The project will also involve coordination with other Capital Improvement Projects (e.g., the "D" Street, etc), and Neighborhood Committees in both Area 1 and Area 6 including the West Las Vegas Committee.

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **$6,600,000**

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

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

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

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100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **To Be Determined**

100.3 Project Contact Information

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

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

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100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.8 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.9 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.10 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.11 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada

100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards
100.4.1.13 Las Vegas Downtown Centennial Plan

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

100.6.2 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all 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.

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

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

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

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

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

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

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

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

100.6.11 Plan and Special Provision Production and Submission

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

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

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

100.6.11.4 Within five business days of the hard copy design submittal, for each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 24"x36" print size, for each plan sheet submitted. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM or a DVD disk that can be read by any industry standard hardware. **If electronic files are not submitted within five business days of the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

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

100.6.12 Cost Estimates

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

100.6.13 Construction Change Orders

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

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

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

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

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

100.6.14.1 Article 101 – Preliminary and General Items

100.6.14.2 Article 102 – 30% Design Phase

100.6.14.3 Article 103 – 90% Design Phase

100.6.14.4 Article 104 – 100% Design Phase

100.6.14.5 Article 105 – Construction Phase

100.6.14.6 Article 106 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately 15 progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a bi-weekly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Project Manager (an email to the City's Representative of the draft minutes in Microsoft Word format is acceptable). The Consultant shall prepare and distribute final progress/coordination meeting minutes to all attendees after the draft meeting minutes are approved by the City's Representative.

101.2.4 Deliverables: Design Progress/Coordination Meeting Agenda and copies for distribution at Design Progress/Coordination Meetings; Design Progress/Coordination Meeting Minutes.

101.3 Utility and Agency Coordination

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

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

101.3.1.2 Clark County Department of Public Works

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

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

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

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

101.3.1.7 Nevada Department of Transportation ("NDOT") and

101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with

utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 Preparation of minor utility relocation plans including modifications and reinstatement of all impacted utility service connections, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves, that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

101.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

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

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 90% and 100% submittals.

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

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

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

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

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

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project:

101.4.2.1 NDOT Encroachment Permit

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of required permits; correspondence; preparation and submittal of permit applications.

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

102.1.1 Control Survey. Control surveys for the project will include all necessary topographic field survey and will establish a ground coordinate system. The control survey will be tied to the City's established horizontal and vertical control network. Existing monuments within the project limits will be tied into this control network. Consultant will establish roadway alignments from control information found in the field and record information. Consultant is responsible for all survey work in Area 1. City Survey Section is responsible for all survey work in Area 6 (excluding survey of utility pothole locations which will be performed by the Consultant).

102.1.2 Design Survey. Field design surveys will be used to develop engineering base sheets. Topographic surveys of existing features will be completed in the field as needed for the design. The Consultant's tasks shall include, but are not limited to the following:

102.1.2.1 Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings

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

102.1.2.3 Establish Project coordinate system

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

102.1.2.5 Collect field survey data along the roadway alignment, including but not limited to existing edge of pavement, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, alleyways (back 20 feet), driveways (back 15 feet), water valves, visible surface utilities and pothole hubs for areas where sidewalk replacement is anticipated. Field survey shall extend a minimum of 50 feet beyond the limits of each sidewalk requiring improvement, including limits of all sidewalk transition areas, finished floor elevations at areas where existing sidewalk abuts against or new sidewalk will abut against existing building, and 150 feet beyond each Streetlight pole to be replaced.

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

102.2 Right-of-Way

102.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits for Area 1. City Survey Department will be responsible for providing topographic survey and establishing right-of-way for Area 6. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements. Consultant shall submit the AEP exhibits with the 90% submittal.

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

102.2.4 90% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

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

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

102.2.7 Deliverables: 24" x 36" exhibits at the 30% Submittal as outlined in 102.2.3; Legal Descriptions; Acquisition Status Table; 24" x 36" exhibits at the 90% Submittal as outlined in 102.2.4; 24" x 36" exhibits at the 100% Submittal as outlined in 102.2.5; Summary Letter of Right-of-Way, Easements and AEP status.

102.3 Records Review, Information Research and Analysis of Data

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

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

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.4 Utility Potholing

102.4.1 Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of thirty (30) potholes are estimated to be performed for this Project. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Consultant shall provide survey of the pothole locations in Area 1 and Area 6 for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (where applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.

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

102.4.3 Consultant shall provide full-time inspection during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

102.5 30% Design Phase Submittal

102.5.1 30% Design Phase Plans

102.5.1.1 The 30% plans are to be prepared for the limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 20' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.5.1.2 Deliverables: Submit one (1) unbound and (9) bound copies of the half scale plans (11" x 17") and two (2) bound copies of the full size plans (24" x 36") to the City; Submit two (2) bound copies and a PDF copy of the half scale plans to the CMAR contractor; Submit copies of 30% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.6 Walk Through

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

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

ARTICLE 103: 90% DESIGN PHASE

103.1 90% Design Phase Submittal

103.1.1 90% Design Phase Plans – This submittal will include further refinement of the 30% plans (including any necessary structural details and retaining wall details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown on plans. Consultant shall include the location and depth of proposed AEPs on the plans. The width of the encroachment shall be dimensioned and labeled. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 90% plans shall include, but not limited to, the following:

103.1.1.1 City Standard Cover Sheet identifying Project Participants
103.1.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
103.1.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
103.1.1.4 Abbreviations and Symbols
103.1.1.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
103.1.1.6 Horizontal control for centerline and rights-of-way monumentation plan and AEP limits
103.1.1.7 Sheet Index with key map
103.1.1.8 Typical Cross Section Sheets
103.1.1.9 Removal Plans
103.1.1.10 Construction Details
103.1.1.11 Storm Drain Plan and Profiles
103.1.1.12 Storm Drain Details
103.1.1.13 Traffic Striping and Signing Plans
103.1.1.14 Traffic Lighting Plans
103.1.1.15 Special Details as required for the Project

103.1.1.16 Deliverables: Submit one (1) unbound and (9) bound copies of the half scale plans (11″ x 17″) and two (2) bound copies of the full size plans (24″ x 36″) to the City; Submit two (2) bound copies and a PDF copy of the half scale plans to the CMAR contractor as well as the AutoCAD files; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.2 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

103.1.2.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
103.1.2.2 RFCD
103.1.2.3 SID (CLV)
103.1.2.4 SNPLMA
103.1.2.5 CLV Sanitation
103.1.2.6 CLV General Fund
103.1.2.7 CLV Nominal Drainage
103.1.2.8 NDOT (Stewardship, STP, Safety-LU, etc.)
103.1.2.9 CMAC
103.1.2.10 CDBG Funds

103.1.2.11 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (Microsoft Excel spreadsheet; PDF format will not be accepted); Submit the 90% quantities to the CMAR contractor.

103.1.3 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public*

Works' Construction Off-Site Improvements Clark County Area Nevada. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

103.1.3.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City and an electronic format (Microsoft Word); Submit two (2) copies of the bound Special Provisions to the CMAR contractor.

103.1.4 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal

103.1.5 CMAR Coordination - Consultant shall coordinate with the selected CMAR contractor for an in-house design review with the City. CMAR coordination will consist of a meeting with the contractor in order to answer any questions and resolve any design issues. The CMAR contractor will perform a Bidability and Constructability (B&C) review of the 90% submittal; Consultant will be responsible to address comments and provide a comment response matrix generated from the B&C review.

103.1.6 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 104: 100% DESIGN PHASE

104.1 100% Design Phase Submittal

104.1.1 The 100% submittal shall include all the elements of Article 103, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% Bond Submittal** will be made for final comment by the City, CMAR contractor, and utility companies, and (2) the Consultant will incorporate all comments from the 100% bond submittal into the **100% Final (Mylar) Submittal**. Plan set Mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Schedule and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required.

104.1.1.1 Deliverables for the 100% Bond Submittal: Submit one (1) unbound and nine (9) bound copies of the half scale plans, two (2) full size plans, five (5) copies of the bound Special Provisions and 100% Cost Estimate by funding source to the City. Submit two (2) bound copies and a PDF copy of the half scale plans, bound Special Provisions and Final Quantities to the CMAR contractor as well as the AutoCAD files; Consultant shall submit the 100% Bond Submittal to the various utility companies for review.

104.1.1.2 Deliverables for the 100% Final (Mylar) Submittal: One set of 24" X 36" Mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two (2) bound copies and a PDF copy of the half scale plans, bound Special Provisions and Final Quantities to the CMAR contractor as well as the AutoCAD files; One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

104.1.2 CMAR Coordination - Consultant shall coordinate with the selected CMAR contractor for an in-house design review with the City. CMAR coordination will consist of a meeting with the contractor in order to answer any questions and resolve any design issues. The CMAR contractor will perform a Bidability and Constructability (B&C) review of the 100% submittal; Consultant will be responsible to address comments and provide a comment response matrix generated from the B&C review.

ARTICLE 105: CONSTRUCTION PHASE

105.1 Pre-Construction Meeting

105.1.1 The Consultant shall attend the pre-construction meeting.

105.2 Submittal Review

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

105.3 Construction Support Services

105.3.1 The Consultant shall provide the following support services during the construction phase of the project:
105.3.1.1 Project Site Visits
105.3.1.2 Review of Submittals/Shop Drawings
105.3.1.3 Response to RFIs
105.3.1.4 Additional Design as needed to address RFIs
105.3.1.5 Additional Surveying as needed to address RFIs

END OF EXHIBIT "A"

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.

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

200.3 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

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: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	75	
90% DESIGN PHASE	90	
100% DESIGN PHASE	50	
CONSTRUCTION PHASE	180	
POST CONSTRUCTION PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**425**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

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

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

303.1.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

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 **$600,000.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$555,536.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Principal	Project Manager	Senior Engineer	PE/RS/PLS	CADD Tech	LD/CT	Project Rep	Survey Crew (2 crews @ 2 ppl)	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$180	$163	$141	$130	$103	$96	$85	$175			
101	PRELIMINARY AND GENERAL ITEMS											
101.1	Project Management	24	0	0	0	0	0	0	0	24	$0.00	$4,320.00
101.2	Kick-Off Meeting and Design Progress Meetings	0	48	0	0	0	0	0	0	48	$0.00	$7,824.00
101.3	Utility and Agency Coordination	0	22	32	0	12	0	42	0	108	$0.00	$12,904.00
101.4	Project Permits	0	20	0	0	0	0	0	0	20	$0.00	$3,260.00
101	Subtotal Hours	24	90	32	0	12	0	42	0	200		
101	Subtotal Fee	$4,320.00	$14,670.00	$4,512.00	$0.00	$1,236.00	$0.00	$3,570.00	$0.00		$0.00	$28,308.00
102	30% DESIGN PHASE											
102.1	Survey (Incl coordination on CLV topo for Area 6)	0	30	12	200	120	0	0	320	682	$0.00	$100,942.00
102.2	Right-of-Way	0	30	0	26	54	0	0	40	150	$0.00	$20,832.00
102.3	Records Review, Information Research and Analysis of Data (Including site visits)	0	20	20	42	64	0	0	0	146	$0.00	$18,132.00
102.4	Utility Potholing	0	24	0	12	64	0	0	32	132	$30,000.00	$47,664.00
102.5	30% Design Phase Plans	24	114	180	300	520	0	0	0	1,138	$0.00	$140,842.00
102.6	Walk Through	0	16	16		0	0	0	0	32	$0.00	$4,864.00
102	Subtotal Hours	24	234	228	580	822	0	0	392	2,280		
102	Subtotal Fee	$4,320.00	$38,142.00	$32,148.00	$75,400.00	$84,666.00	$0.00	$0.00	$68,600.00		$30,000.00	$333,276.00
103	90% DESIGN PHASE											
103.1	90% Design Phase Plans	0	68	122	94	312	0	0	0	596	$0.00	$72,642.00
103.1.2	90% Design Phase Construction Cost Estimate	0	36	42	0	0	0	0	0	78	$0.00	$11,790.00
103.1.3	90% Design Phase Special Provisions	0	32	36	0	0	0	0	0	68	$0.00	$10,292.00
103.1.4	90% Walk Through	0	16	16	0	0	0	0	0	32	$0.00	$4,864.00
103.1.5	CMAR Coordination	0	42	44	0	0	0	0	0	86	$0.00	$13,050.00
103.6	Finalize Permit Applications	0	6	0	26	0	0	0	0	32	$0.00	$4,358.00
103	Subtotal Hours	0	200	260	120	312	0	0	0	892		
103	Subtotal Fee	$0.00	$32,600.00	$36,660.00	$15,600.00	$32,136.00	$0.00	$0.00	$0.00		$0.00	$116,996.00
104	100% DESIGN PHASE											
104.1	100% Design Phase Submittal	8	32	78	64	210	0	0	0	392	$0.00	$47,604.00
104.2	CMAR Coordination	0	42	44	0	0	0	0	0	86	$0.00	$13,050.00
104	Subtotal Hours	8	74	122	64	210	0	0	0	478		
104	Subtotal Fee	$1,440.00	$12,062.00	$17,202.00	$8,320.00	$21,630.00	$0.00	$0.00	$0.00		$0.00	$60,654.00
105	CONSTRUCTION PHASE											
105.1	Pre-Construction Meeting	0	4	4	0	0	0	0	0	8	$0.00	$1,216.00
105.2	Submittal Review	0	8	24	0	0	0	0	0	32	$0.00	$4,688.00
105.3	Construction Support Services	0	24	46	0	0	0	0	0	70	$0.00	$10,398.00
105	Subtotal Hours	0	36	74	0	0	0	0	0	110		
105	Subtotal Fee	$0.00	$5,868.00	$10,434.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$16,302.00
	Total Basic Services Hours	56	634	716	764	1,356	0	42	392	3,960		
	Total Basic Services Fee	$10,080.00	$103,342.00	$100,956.00	$99,320.00	$139,668.00	$0.00	$3,570.00	$68,600.00		$30,000.00	$555,536.00

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$44,464.00	See list below.

402.4.1 Additional Services may include, but are not limited to, the following:
402.4.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
402.4.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.4.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
402.4.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
402.4.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
402.4.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
402.4.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.4.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.4.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
402.4.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
402.4.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.4.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
402.4.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.4.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
402.4.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.4.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
402.4.18 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.
402.4.19 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
402.4.20 **Structural** – As required by the City, Consultant shall provide additional structural design.
402.4.21 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
402.4.22 **Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.
402.4.23 **Survey** – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.
402.4.24 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

402.4.25 Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

402.4.26 Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

402.4.27 Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 No Allowance will be made for Reimbursable Expenses.

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	$180	Per Hour
Project Manager	$163	Per Hour
Senior Engineer	$141	Per Hour
PE/RS/PLS	$130	Per Hour
CADD Tech	$103	Per Hour
LD/CT	$96	Per Hour
Project Rep	$85	Per Hour
Survey Crew (2 crews @ 2 people per crew)	$175	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 – TJK CONSULTING ENGINEERS	RATE	UNIT
Principal Engineer	$225	Per Hour
Principal	$200	Per Hour
Engineers/Project Managers	$90 - $195	Per Hour
Engineering Interns/Designers	$70 - $185	Per Hour
Engineering Draftsman	$50 - $100	Per Hour
Administrative	$50 - $90	Per Hour

SUBCONSULTANT #2 – TERRACON	RATE	UNIT
Staff Engineer	$130	Per Hour
Project Manager	$150	Per Hour
Senior Geotechnical Engineer	$180	Per Hour
Staff Environmental Scientist/Engineer (Environmental)	$95	Per Hour
Project Manager (Environmental)	$140	Per Hour
Senior Environmental Professional	$165	Per Hour

SUBCONSULTANT #3 – CARDNO TBE	RATE	UNIT
Test Hole Underground	$500.00	Per Hole
Test Hole Under Paving / Concrete	$550.00	Per Hole
Test Hole Exceeding 6.99 feet in Depth	$90.00	Per Foot
Test Hole Performed at Night (additional per hole)	$150.00	Per Hole
Utility Designating & Investigation underground	$0.90	Per Linear Foot
Utility Designating & Investigation overhead	$0.45	Per Linear Foot
Vacuum Truck & Crew (hourly)	$325.00	Per Hour
Hydro-Vac Badger (plus Cardno TBE time)	$350.00	Per Hour
Utility Designating Two Man Crew & Equipment (hourly)	$280.00	Per Hour
Utility Designating One Man Crew & Equipment (hourly)	$230.00	Per Hour
Senior Project Manager	$132.85	Per Hour
SUE Supervisor	$74.56	Per Hour
Geologist	$132.70	Per Hour
SUE Tech III	$61.23	Per Hour
SUE Tech II	$58.70	Per Hour
SUE Tech I	$51.83	Per Hour
CAD Operator	$76.20	Per Hour
Administrative Support	$62.18	Per Hour
Financial Support	$89.14	Per Hour
Marketing Coordinator	$57.24	Per Hour
Survey (Cardno WRG)	Actual Cost	
Encroachment Permits	Actual Cost	
Maintenance of Traffic; Plans, Permits, Set-ups...	Actual Cost + 12%	
Mobilization: Designating Truck & Crew	$2.15 per mile	
Mobilization: VAC-Truck & Crew	$2.83 per mile	
Per Diem: GSA rates	Per day	
Miscellaneous Expenses	Cost plus 12%	

ARTICLE 502: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

502.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

502.3 The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Principal	Project Manager	Senior Engineer	PE/RS/PLS	CADD Tech	LD/CT	Project Rep.	Survey Crew (2 crews @ 2 ppl)	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$180	$163	$141	$130	$103	$96	$85	$175			
	ADDITIONAL SERVICES											
	Additional Design Services		40	42	30	130			52	294	$5,632.00	$44,464.00
	Total Additional Services - Hours	0	40	42	30	130	0	0	52	294		
	Total Additional Services - Fee	$0.00	$6,520.00	$5,922.00	$3,900.00	$13,390.00	$0.00	$0.00	$9,100.00		$5,632.00	$44,464.00

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

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

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

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Eric Meyer, P.E. / Rosa Cortez, P.E.

600.2 PROGRAM MANAGER: Mike Janssen, P.E. / Jeremy Leavitt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Sam Dunnam, P.E.

601.1.2 PROJECT MANAGER: Sam Dunnam, P.E.

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Sam Dunnam, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 007886

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 ELECTRICAL ENGINEER: TJK Consulting Engineers

602.1.2 GEOTECHNICAL ENGINEER: Terracon

602.1.3 POTHOLING: CardnoTBE

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	Poggemeyer Design Group, Inc
Address	6960 Smoke Ranch Rd #110 LV NV 89128
Telephone	702-255-8100
EIN or DUNS	34-1056617

Block 2 Description

Subject Matter of Contract/Agreement: Sidewalk Infill Areas 1&6

RFP #:

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Attached Disclosure	6960 Smoke Ranch Road, Ste. 110, Las Vegas, NV 89128	702-255-8100

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:
____Disclosure_____

Date of Attached Document: _____ Number of Pages: ____1_____

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

9/12/11
Date

Subscribed and sworn to before me this 12th day of September, 2011

Notary Public

KIM M. WEBB
Notary Public State of Nevada
No. 93-3222-1
My appt. exp. Apr. 12, 2013

Disclosure of Ownership - Poggemeyer Design Group, Inc.

Jack A. Jones, P.E., Chairman	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Larry V. Carroll, P.E., Co-Chairman Managing Principal Western Region	6960 Smoke Ranch Road, Ste. 110 Las Vegas, NV 89128-0427	702-255-8100
David S. Alexander, P.E., Principal Owner	6960 Smoke Ranch Road, Ste. 110 Las Vegas, NV 89128-0427	702-255-8100
Charlene M. Kerr, AICP, Principal Owner	10046 East Lake Road North East, PA 16428	814-725-4284
Michael B. Holloway, P.E., Principal Owner	1505 Becke Circle Las Vegas, NV 89104-3318	702-366-1660
Linda Amos, , Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Michael Atherine, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Tim Bock, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Ken Maag, P.E., Principal Owner	935 Cleveland Ave. Defiance, OH 43512-4016	419-782-3067
Randy Mielnik, AICP, Principal Owner	2262 N. Monroe St. Monroe, MI 48162-4254	734-384-1380
Doug Nusser, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
David Saneholtz, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Troy Sonner, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Tom Stalter, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Paul Tacpanecatl, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Gregory Telecky, P.E., Managing Principal Midwest Region	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Richard Weaver, P.E., Principal Owner	935 Cleveland Ave. Defiance, OH 43512-4016	419-782-3067
Phillip Whaley, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
JefferyYoder, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Scott Schroeder, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
PDG ESOP (Employee Stock Ownership Plan)	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 120045-TB, Prime Design Services Agreement for Rancho Drive and Decatur Boulevard Improvements - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($393,500 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $393,500
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the preparation of plans, specifications and construction cost estimate for improvements to the Rancho Drive/Decatur Boulevard offset intersection. The improvements include median narrowing along Rancho Drive and Decatur Boulevard and widening to add right-turn pockets to provide three through lanes and dual right turn lanes in each direction between the north and south Decatur intersection approaches and additional bus turn-outs.

PCC: T. Boyce
POC: Scott R. Plummer, P.E. - (702) 804-2000

RECOMMENDATION:
That City Council approve the award of Agreement No. 120045-TB, Prime Design Services Agreement for Rancho Drive and Decatur Boulevard Improvements to G. C. Wallace, Inc. in the amount of $393,500. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 120045-TB
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
RANCHO DRIVE AND DECATUR BOULEVARD IMPROVEMENTS

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 **G.C. Wallace, Inc.**, (the "Consultant"), a **Corporation**, whose address is **1555 S. Rainbow Boulevard, Las Vegas, NV, 89146**.

WITNESSETH:

WHEREAS, the City intends to construct the **Rancho Drive and Decatur Boulevard Improvements** (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

ATTEST

_____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 10/5/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Scott R. Plummer, P.E., G.C. Wallace, Inc.

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 INFORMATION

100.1 Project Overview

100.1.1 The scope of Consultant services generally consists of the preparation of plans, specifications, and a construction cost estimate for improvements to the Rancho Drive/Decatur Boulevard offset intersection. The project limits are approximately 1/8th of a mile north and south of each intersection on both the Rancho Drive and Decatur Boulevard legs. The improvements include median narrowing along Rancho Drive and Decatur Boulevard and widening to add right-turn pockets to provide three through lanes and dual right turn lanes in each direction between the north and south Decatur intersection approaches. The project also includes the addition of bus turn-outs. The design will generally conform to the "Conceptual Design Report for Rancho Drive and Decatur Boulevard" prepared by the Consultant for the City in August of 2010.

100.1.2 Traffic analyses will not be performed to determine signal phasing. The City will provide any signal phasing modifications required. No staging or traffic handling plans will be prepared. No lighting analyses will be performed. Street lights relocated as part of roadway widening will be assumed to provide adequate illumination in their relocated positions. No pavement design services will be performed. Existing pavement sections and materials will be extended to provide additional pavement width.

100.2 Construction Cost Budget

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

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

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

100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards
100.4.1.13 Rancho/US 95 Final Environmental Impact Statement (FEIS) by Louis Berger and Associates

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

100.6.2 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all 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.

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

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

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

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

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

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

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

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

100.6.11 Plan and Special Provision Production and Submission

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

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

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

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

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

100.6.12 Cost Estimates

100.6.12.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in City standard format using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The estimate will be broken down by funding source as directed by the City. The Consultant will reconcile each successive estimate to the

one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.13 Construction Change Orders

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

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

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

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

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Agreement.

100.6.14.1 Article 101 – Preliminary and General Items
100.6.14.2 Article 102 – 70% Design Phase
100.6.14.3 Article 103 – 90% Design Phase
100.6.14.4 Article 104 – 100% Design Phase
100.6.14.5 Article 105 – Bid Phase
100.6.14.6 Article 106 – Construction Phase
100.6.14.7 Article 107 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

100.7.1.1 Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public

agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency

requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

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

101.2.3 Consultant shall attend approximately five (5) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis or at a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. Existing utilities shown on base mapping will be submitted to the utility companies to verify size and location. The Consultant shall determine the need for utility potholes as required, to locate existing utilities (including up to five (5) potholes) that may interfere with the proposed improvements. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")
101.3.1.2 Clark County Department of Public Works
101.3.1.3 City of North Las Vegas Public Works Department
101.3.1.4 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development.
101.3.1.5 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
101.3.1.6 Freeway and Arterial System of Transportation ("FAST")
101.3.1.7 Utility providers, including but not limited to, Nevada Power Company, Embarq, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable
101.3.1.8 Nevada Department of Transportation ("NDOT") and
101.3.1.9 Other local and state agencies as required.

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

101.3.2.1 Preparation of minor utility relocation plans, including those prepared exclusively by the Consultant as well as coordination for incorporation of those plans by the Utility Companies themselves that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks. Utility plans will include rehabilitation of certain sewer manholes within the project limits and repair of one section of pipe that runs into the airport property. The City will provide Sewer Condition Assessment reports and will identify the repairs to be performed.

101.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

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

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 70%, 90%, and 100% submittals.

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

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

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

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

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (70%, 90%, and 100%); and final mylar's with applicable utilities approval signatures.

101.4 Project Permits

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

101.4.2 The following permits may be required for this project:

101.4.2.1 NDOT Encroachment Permit

101.4.2.2 City of North Las Vegas

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of required permits; correspondence; preparation of permit applications.

ARTICLE 102: 70% DESIGN PHASE

102.1 Survey

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

102.1.2 Design Survey. Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. One-foot interval contours will be developed utilizing a digital terrain program and the aerial mapping. Topographic surveys of existing features will be completed in the field to supplement aerial mapping. Specifically these tasks shall include, but are not limited to, the following:

102.1.2.1 Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings

102.1.2.2 Set panel locations for control in obtaining aerial topography. Topographic mapping to be at 1″ = 40′ horizontal with a contour interval of 1-foot, based upon a published City benchmark

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

102.1.2.4 Establish Project coordinate system

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

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

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

102.1.3 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by City of Las Vegas' City Surveyor. City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. Research available record information, parcel maps, subdivision maps and records of survey to establish a record alignment of the Project. Use this record alignment as a basis to assist in locating existing monuments, during the field survey phase of this Project. **The City will not accept the 70% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

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

102.2 Right-of-Way

102.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare legal descriptions (a maximum of three) with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½″ X 11″ exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) (a maximum of eight) and the nature of the construction. The City will perform all right-of-way acquisition services and transfer of property to NDOT. If additional Title Reports not on file with the City are required and the City tasks the Consultant to obtain Title Reports, the Title Reports will be provided by Consultant under Additional Services as defined in Exhibit E.

102.2.2 Based on the 70% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. Utility Prior Rights will be identified by the Consultant with the assistance of the City. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 70% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 70% Submittal. Consultant shall prepare 24" x 36" exhibits, at a minimum 1" = 100′ scale, that shall show schematically the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review.

102.2.4 90% Submittal. Consultant shall provide legal descriptions as needed for all right-of-way acquisitions that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

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

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

102.2.7 Deliverables: 24" x 36" exhibits at the 70% Submittal as outlined in 102.2.3; Legal Descriptions; Acquisition Status Table; 24" x 36" exhibits at the 90% Submittal as outlined in 102.2.4; 24" x 36" exhibits at the 100% Submittal as outlined in 102.2.5; Summary Letter of Right-of-Way, Easements and AEP status.

102.3 Records Review, Information Research and Analysis of Data

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

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

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take photographs during the field investigation to document field conditions throughout the Project.

102.4 Utility Potholing

102.4.1 Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A maximum of five (5) potholes are anticipated to be performed for this Project. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.

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

102.4.3 Consultant shall provide full-time inspection during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

102.5 Geotechnical Investigation - If determined to be required, a geotechnical investigation will be provided to the City under Additional Services as defined in Exhibit E. Consultant will coordinate with NDOT to verify that pavement designs from previous projects can be used for the widening of existing pavement.

102.6 70% Design Phase Submittal

102.6.1 Hydraulic Analysis and Draft Drainage Memorandum - The Consultant shall research and review previously approved drainage studies and improvement plans along the project corridor. Where roadway widening encroaches into the existing drainage channel on the west side of Rancho Drive, the consultant will revise the FEMA effective hydraulic model for Rancho Drive for proposed conditions. Hydrology for this reach will be referenced from the FEMA effective hydrologic model. The reach length anticipated to be analyzed is approximately 800 feet, the final length to be determined based on the results of the hydraulic modeling Street flow hydraulics analysis will be conducted where existing drop inlets are to be relocated in areas where roadway widening is proposed, per NDOT requirements. The results will be summarized in a 70% Drainage Memorandum in accordance with City and NDOT requirements for the encroachment permit application.

102.6.1.1 Deliverables: Submit eight (8) copies of the Draft Drainage Memorandum to the City, Submit two (2) copies of the Draft Drainage Memorandum to RFCD and NDOT.

102.6.2 70% Design Phase Plans – This submittal will include further refinement of the plans presented in the "Conceptual Design Report for Rancho Drive and Decatur Boulevard" previously prepared by Consultant. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

102.6.2.1 City Standard Cover Sheet identifying Project Participants
102.6.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
102.6.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
102.6.2.4 Abbreviations and Symbols
102.6.2.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
102.6.2.6 Horizontal control for centerline and rights-of-way monumentation plan
102.6.2.7 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
102.6.2.8 Sheet Index with key map
102.6.2.9 Typical Cross Section Sheets
102.6.2.10 Removal Plans
102.6.2.11 Construction Plans
102.6.2.12 Construction Details
102.6.2.13 Storm Drain Plan and Profiles
102.6.2.14 Storm Drain Details
102.6.2.15 Utility Plans
102.6.2.16 Utility Details
102.6.2.17 Traffic Striping and Signing Plans
102.6.2.18 Traffic Lighting Plans
102.6.2.19 Traffic Signal Plans
102.6.2.20 Structural Details as required for the Project
102.6.2.21 Special Details as required for the Project

102.6.2.22 Deliverables: Submit ten (10) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City: Submit, one (1) copy of the half scale plans, to CCPW, CCRFCD, NDOT, SNWA, COX, LVVWD, NVE, RTC, SWG, CenturyLink, etc.; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.6.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

102.6.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
102.6.3.2 CLV Sanitation
102.6.3.3 CLV General Fund
102.6.3.4 CLV Nominal Drainage
102.6.3.5 CMAC

102.6.3.6 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted).

102.6.4 70% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

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

102.6.5 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

ARTICLE 103: 90% DESIGN PHASE

103.1 90% Design Phase Submittal

103.1.1 Drainage Memorandum – The Consultant will respond to 70% City, NDOT, and RFCD comments and will incorporate into a 90% Drainage Memorandum.

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

103.1.1.1 Deliverables: Submit eight (8) copies of the Drainage Memorandum to the City, Submit two (2) copies of the Final Design Report to NDOT and the RFCD.

103.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

103.1.2.1 Deliverables: Submit ten (10) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) to the City. Submit one (1) copy of the half scale plans, to CCPW, CCRFCD, NDOT, SNWA, COX, LVVWD, NVE, RTC, SWG, CenturyLink, etc. Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

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

103.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
103.1.3.2 CLV Sanitation
103.1.3.3 CLV General Fund
103.1.3.4 CLV Nominal Drainage
103.1.3.5 CMAC

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

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

103.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City.

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

103.1.6 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review

team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

103.1.7 Project Presentations - Consultant shall assist the City in making Project presentations to any organization or board, including preparation of graphics and backup information. Consultant attendance at presentations is not anticipated.

103.1.7.1 Deliverables: Backup materials; presentation materials.

103.1.8 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 104: 100% DESIGN PHASE

104.1 100% Design Phase Submittal

104.1.1 The 100% submittal shall include all the elements of Article 103 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, NDOT and the RFCD; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

104.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Response to Comments; Submit five bound and one unbound full size sets (24" X 36"); eight bound and one unbound half size sets (11" X 17") of the 100% Pre-Final (Bond) Submittal to the City; five bound copies of the Special Provisions; 100% Pre-final Cost Estimate by funding source to the City; Submit 100% Pre-Final (Bond) Submittal Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

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

ARTICLE 105: BID PHASE

105.1 Pre-Bid Conference

105.1.1 The Consultant shall attend the pre-bid conference

105.2 Bid Requests and Responses

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

105.3 Bid Opening

105.3.1 The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

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

ARTICLE 106: CONSTRUCTION PHASE

106.1 Pre-Construction Meeting

106.1.1 The Consultant shall attend the pre-construction meeting.

106.2 Submittal Review

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

106.3 Construction Support Services

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

106.3.1.1 Project Site Visits
106.3.1.2 Review of Submittals/Shop Drawings
106.3.1.3 Response to RFIs
106.3.1.4 Additional Design as needed

ARTICLE 107: POST CONSTRUCTION PHASE

107.1 Record Drawings - If requested by the City, Consultant will prepare Record Drawings to the City under Additional Services as defined in Exhibit E.

107.2 FEMA Submittal - The Consultant shall prepare a FEMA Letter of Map Revision (LOMR) per Local and FEMA guidelines following construction and completion of as-built drawings in accordance with local and FEMA guidelines. The LOMR shall be submitted to the City for review and approval prior to submission to FEMA. Consultant shall respond to questions and comments from FEMA and obtain an approval letter for the LOMR.

END OF EXHIBIT "A"

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.

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

200.3 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

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: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
70% DESIGN PHASE	100	INCLUDES 20 DAY REVIEW PERIOD (January 20, 2012)
90% DESIGN PHASE	60	INCLUDES 14 DAY REVIEW PERIOD (March 16, 2012)
100% DESIGN PHASE	45	INCLUDES 14 DAY REVIEW PERIOD (April 1, 2012)
BID PHASE	-	TO BE DETERMINED
CONSTRUCTION PHASE	-	TO BE DETERMINED
POST CONSTRUCTION PHASE	-	TO BE DETERMINED
TOTAL CALENDAR DAYS TO COMPLETE:	-	TO BE DETERMINED

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

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

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

303.1.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

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 **$398,598.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$353,500.00	LUMP SUM

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1 - BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PIC	Assoc.	Sr. Engineer	Sup Des./ Engineer	EI/Designer	CAD Tech	Survey	Support/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$210	$195	$160	$145	$115	$75	$180	$47			
101	Preliminary and General Items											
101.1	Project Management	10	10	0	0	0	0	0	0	20	$0.00	$4,050.00
101.2	Kick-off and Progress Meetings	0	12	0	48	0	0	0	0	60	$0.00	$9,300.00
101.3	Utility and Agency Coordination	3	20	8	120	12	8	0	0	171	$0.00	$25,190.00
	NDOT Coordination	0	0	0	0	0	0	0	0	0		
	Clark County DOA Coordination	0	0	0	0	0	0	0	0	0		
	Utility Coordination	0	0	0	0	0	0	0	0	0		
101.4	Project Permits	0	0	0	0	0	0	0	0	0		
											$0.00	$0.00
101	Subtotal Hours	13	42	8	168	12	8	0	0	251		
101	Subtotal Fee	$2,730.00	$8,190	$1,280	$24,360	$1,380	$600	$0	$0		$0.00	$38,540.00
102	70% DESIGN PHASE											
102.1	Survey	1	2	16	0	40	0	80	0	139	$6,000.00	$28,160.00
102.2	Right-of Way	0	0	20	0	20	0	0	0	40	$0.00	$5,500.00
102.3	Records Review, Information Research and Analysis of Data	1	0	4	16	40	24	0	0	85	$0.00	$9,570.00
102.4	Utility Potholing	2	0	0	8	0	0	0	0	10	$5,000.00	$6,580.00
102.5	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	$0.00	$0.00
102.6	70% Design Phase Submittal	0	0	0	0	0	0	0	0	0	$0.00	$0.00
102.6.1	Detailed Hydraulic Analysis	0	0	0	0	0	0	0	0	0	$0.00	$0.00
102.6.1	Draft Drainage Design Memorandum	0	2	8	32	64	0	0	0	106	$200.00	$13,870.00
102.6.2	70% Design Phase Plans	4	16	50	200	280	460	0	0	1,010	$0.00	$107,660.00
106.2.3	70% Design Phase Construction Cost Estimate	1	2	2	4	4	0	0	0	13	$0.00	$1,960.00
102.6.4	70% Design Phase Special Provisions	0	0	0	0	0	0	0	0	0	$0.00	$0.00
102.6.5	70% Walk Through	2	0	3	0	0	0	0	0	5	$0.00	$900.00
102	Subtotal Hours	11	22	103	260	448	484	80	0	1408		
102	Subtotal Fee	$2,310.00	$4,290	$16,480	$37,700	$51,520	$36,300	$14,400	$0		$11,200.00	$174,200.00
103	90% DESIGN PHASE											
103.1	90% Design Phase Submittal	0	0	0	0	0	0	0	0	0	$0.00	$0.00
103.1.1	Final Drainage Memorandum	1	2	2	8	24	0	0	0	37	$0.00	$4,840.00
103.1.2	90% Design Phase Plans	6	8	19	82	104	152	0	0	371	$200.00	$41,310.00
103.1.3	90% Design Phase Construction Cost Estimate	1	2	2	4	4	0	0	0	13	$0.00	$1,960.00
103.1.4	90% Design Phase Special Provisions	2	4	32	64	0	0	0	0	102	$0.00	$15,600.00
103.1.5	90% Walk Through	2	0	3	0	0	0	0	0	5	$0.00	$900.00
	Subtotal Hours	12	16	58	158	132	152	0	0	528		
	Subtotal Fee	$2,520.00	$3,120.00	$9,280.00	$22,910.00	$15,180.00	$11,400.00	$0.00	$0.00		$200.00	$64,610.00

Contract No.:

Rancho Drive and Decatur Boulevard Improvements

TASK	DESCRIPTION	PIC	Assoc.	Sr. Engineer	Sup Des./ Engineer	EI/Designer	CAD Tech	Survey	Support/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
104	**100% DESIGN PHASE**											
104.1	100% Design Phase Submittal											
104.1.1.1	100% Pre-Final (Bond) Submittal	0	0	0	0	0	0	0	0	0		
	Final Cost Estimate	10	10	12	44	60	40	0	0	176	$280.00	$22,530.00
	Final Plans	0	0	0	0	0	0	0	0	0		
	Final Drainage Memorandum	0	0	0	0	0	0	0	0	0		
	Specification	0	0	0	0	0	0	0	0	0		
	QA/QC	0	0	0	0	0	0	0	0	0		
104.1.1.2	100% Final (Mylar) Submittal	2	5	4	16	8	22	0	0	57	$500.00	$7,425.00
	Final Cost Estimate	0	0	0	0	0	0	0	0	0		
	Final Plans	0	0	0	0	0	0	0	0	0		
	Final Drainage Memorandum	0	0	0	0	0	0	0	0	0		
	Specification	0	0	0	0	0	0	0	0	0		
	QA/QC	0	0	0	0	0	0	0	0	0		
	Subtotal Hours	12	15	16	60	68	62	0	0	233		
	Subtotal Fee	$2,520.00	$2,925.00	$2,560.00	$8,700.00	$7,820.00	$4,650.00	$0.00	$0.00		$780.00	$29,955.00
105	**BID PHASE**											
105.1	Pre-Bid Conference	0	0	2	0	0	0	0	0	2		$320.00
105.2	Bid Requests and Responses	4	0	16	0	0	0	0	0	20		$3,400.00
105.3	Bid Opening	2	0	2	0	0	0	0	0	4		$740.00
	Subtotal Hours	6	0	20	0	0	0	0	0	26		
	Subtotal Fee	$1,260.00	$0.00	$3,200.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$4,460.00
106	**CONSTRUCTION SUPPORT SERVICES**											
106.1	Pre-Construction Meeting	0	2	2	0	0	0	0	0	4	$0.00	$710.00
106.2	Submittal Review	1	3	20	60	20	0	0	0	104	$0.00	$14,995.00
106.3	Construction Support Services	0	2	16	60	20	0	0	0	98	$0.00	$13,950.00
	Subtotal Hours	1	7	38	120	40	0	0	0	206		
	Subtotal Fee	$210.00	$1,365.00	$6,080.00	$17,400.00	$4,600.00	$0.00	$0.00	$0.00		$0.00	$29,655.00
107	**POST CONSTRUCTION PHASE**											
107.1	Record Drawings	0	0	0	0	0	0	0	0	0	$0.00	$0.00
107.2	FEMA Submittal	2	4	16	32	32	0	0	0	86	$0.00	$12,080.00
	Subtotal Hours	2	4	16	32	32	0	0	0	86		
	Subtotal Fee	$420.00	$780.00	$2,560.00	$4,640.00	$3,680.00	$0.00	$0.00	$0.00		$0.00	$12,080.00
	Total Basic Services Hours	57	106	259	798	732	706	80	0	2,738		
	Total Basic Services Fee	$11,970.00	$20,670.00	$41,440.00	$115,710.00	$84,180.00	$52,950.00	$14,400.00	$0.00		$12,180.00	$353,500.00

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$40,000.00	See list below and Exhibit "E"

Additional Services may include, but are not limited to, the following:

402.4.1 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

402.4.2 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

402.4.3 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

402.4.4 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

402.4.5 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

402.4.6 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.

402.4.7 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

402.4.8 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.

402.4.9 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

402.4.10 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

402.4.11 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

402.4.12 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

402.4.13 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

402.4.14 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

402.4.15 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

402.4.16 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

402.4.17 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.

402.4.18 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

402.4.19 **Structural** – As required by the City, Consultant shall provide additional structural design.

402.4.20 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

402.4.21 **Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.

402.4.22 **Survey** – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.

402.4.23 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

402.4.24 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

402.4.25 Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

402.4.26 Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

402.4.27 Drainage Study (CLOMR) – As required by the City, Consultant shall submit a Conditional Letter of Map Revision (CLOMR) per Local and FEMA guidelines. The CLOMR shall be submitted to the City for review and approval prior to submission to FEMA. Consultant shall respond to questions and comments from FEMA and obtain an approval letter for the CLOMR.

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
Associate	$195	Per Hour
Supervising Engineer	$180	Per Hour
Senior Engineer/ Manager	$160	Per Hour
Engineer	$145	Per Hour
Senior Designer	$125	Per Hour
Designer	$115	Per Hour
Construction Specification Manager	$160	Per Hour
Specification Technician	$80	Per Hour
CAD Technician 3	$95	Per Hour
CAD Technician 2	$85	Per Hour
CAD Technician 1	$75	Per Hour
Administrative Assistant	$50	Per Hour

ADDITIONAL SERVICES RATES

500.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) **times** the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

500.3 The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

EXHIBIT E-1 - ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PIC	Assoc.	Sr. Engineer	Sup Des./ Engineer	EI/Designer	CAD Tech	Support/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$210	$195	$160	$145	$115	$75	$47			
	ADDITIONAL SERVICES										
	Addenda	0	0	0	0	0	0	0			
	Additional Design Services	8	4	4	24	16	16	0	72	$11,000.00	$20,620.00
	Additional Topographic Survey	0	0	0	0	0	0	0	0		$0.00
	As-Builts	0	0	0	10	0	40	0	50		$4,450.00
	Construction Assistance	0	0	0	0	0	0	0	0		$0.00
	Dam Safety Permit	0	0	0	0	0	0	0	0		$0.00
	Drainage Study	0	0	0	0	0	0	0	0		$0.00
	Facility Specific Environmental Assessment	0	0	0	0	0	0	0	0		$0.00
	Hydrology and Hydraulics	0	12	0	0	9	1	0	22		$3,450.00
	Master Plan Amendment	0	0	0	0	0	0	0	0		$0.00
	Public Meetings	0	0	0	0	0	0	0	0		$0.00
	Removal of Inflow/Infiltration Sources to Sanitary Sewer System	0	0	0	0	0	0	0	0		$0.00
	Right-of-Way	0	0	0	0	0	0	0	0		$0.00
	Section 404 Permit Application	0	0	0	0	0	0	0	0		$0.00
	Sewer Design	0	0	0	0	0	0	0	0		$0.00
	Slope/Embankment Design	0	0	0	0	0	0	0	0		$0.00
	Spillway/Energy Dissipater	0	0	0	0	0	0	0	0		$0.00
	Storm Drain Retrofit Design	0	0	0	0	0	0	0	0		$0.00
	Structural	0	0	0	0	0	0	0	0		$0.00
	Structural Design	0	0	0	0	0	0	0	0		$0.00
	Structural Engineering	0	0	0	0	0	0	0	0		$0.00
	Survey	0	0	0	0	0	0	0	0		$0.00
	Title Reports	0	0	0	0	0	0	0	0		$0.00
	Traffic Control Plans	0	0	0	0	0	0	0	0		$0.00
	Utility Potholing	0	0	0	0	0	0	0	0	$1,500.00	$1,500.00
	Waterline Design	0	0	0	0	0	0	0	0		$0.00
	Drainage Study (CLOMR)	2	4	8	20	40	0	0	74		$9,980.00
	Total Additional Services - Hours	10	20	12	54	65	57	0	218		
	Total Additional Services - Fee	$2,100.00	$3,900.00	$1,920.00	$7,830.00	$7,475.00	$4,275.00	$0.00		$12,500.00	$40,000.00

Contract No.:

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Randy McConnell, P.E.

600.2 PROGRAM MANAGER: Mark Sorensen, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: John R. Tobin, III P.E.

601.1.2 PROJECT MANAGER: John R. Tobin, III P.E.

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Scott R. Plummer, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: PE-7491

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.

AERIAL MAPPING: AeroTech Mapping
POTHOLES: TBD

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**
G.C.Walllace, Inc.
1555 S. Rainbow Blvd
Telephone (702) 804-2000
EIN: 88-0116703

Block 2 **Description**
Engineering Design for Rancho/Decatur Intersection Improvements
RFP #:

Block 3 **Type of Business**							
☐	Individual	☐	Partnership	☐	Limited Liability Company	X	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.	James A. Duddlesten, CEO/President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702)804-2000
2.	Jim VanWoerkom, CFO	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702)804-2000
3.	Calvin L. Black, Exec. VP	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702)804-2000
4.	Scott R. Plummer, Exec. VP	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702)804-2000
5.	Brian Schmidt, Exec. VP	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702)804-2000
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.

MICHAEL CAMPBELL
Notary Public State of Nevada
No. 04-89552-1
My appt. exp. June 1, 2012

Scott Plummer
Scott R. Plummer, Executive VP

9-1-11
Date

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

Michael Campbell
Notary Public

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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Block 2	**Description**
Engineering Design for Rancho/Decatur Intersection Improvements	
RFP #:	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

MICHAEL CAMPBELL
Notary Public State of Nevada
No. 04-89552-1
My appt. exp. June 1, 2012

Scott Plummer
Scott R. Plummer, Executive VP

9-1-11
Date

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

Michael Campbell
Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 120052-EV, Prime Design Services Agreement for Rancho Drive Capacity Improvements Bonanza to Decatur - Department of Public Works - Award recommended to: PB AMERICAS, INC. ($1,860,000 - Sanitation Enterprise Fund and Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,860,000
Funding Source: Sanitation EF and Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for consultant services and preparation of contract drawings, including special provisions and cost estimate for roadway, drainage and sewer improvements along Rancho Drive between Bonanza Road and Decatur Boulevard. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. The Regional Transportation Commission is providing 96.2% of the funding for this project.

PCC: E. Vandyck
POC: James Marrs - (702) 697-8100

RECOMMENDATION:
That City Council approve award of Agreement No. 120052-EV, Prime Design Services Agreement for Rancho Drive Capacity Improvements Bonanza to Decatur to PB Americas, Inc. in the amount of $1,860,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 120052-EV
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
RANCHO DRIVE CAPACITY IMPROVEMENTS – BONANZA TO DECATUR

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 **PB Americas, Inc.**, (the "Consultant"), a corporation, whose address is **3930 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada, 89169**.

WITNESSETH:

WHEREAS, the City intends to construct the Rancho Drive Capacity Improvements – Bonanza to Decatur (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. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement.

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

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, 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 incorporates the 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. Kotchka 10/3/11
Deputy City Attorney Date

CONSULTANT

By _____
Samuel W. Tse, PB Americas, Inc.

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 INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this agreement addresses the design and preparation of Contract Drawings, including Special Provisions and Cost Estimate for roadway, drainage and sewer improvements along Rancho Drive between Bonanza Road and Decatur Boulevard. The project limits span over 3 miles from the southernmost intersection of Decatur Boulevard and Rancho Drive, south to US95 and will require adequate transition between Bonanza Road and US95. This project will interface with the "City of Las Vegas Rancho Drive and Decatur Boulevard Improvement project" at its north end, with extensive coordination between that project and the "City of Las Vegas Rancho Drive Capacity Improvements – Decatur to Rainbow project" to produce a contiguous, uniform design. The proposed improvements are located within Nevada Department of Transportation jurisdiction. Overhead power poles are located along the majority of the alignment.

Rancho Drive will be redesigned to include: construction of incomplete improvements (i.e. sawtooths, sidewalk, curb and gutter); 10' wide sidewalks with an amenity zone for street trees, lights and utilities where right-of-way is available (5' wide sidewalks where it's not); ADA sidewalk ramps; bus turnouts; turn lanes at selected intersections; new streetlights, traffic signals, signing and striping; median modifications to include beautification elements within the 14-foot wide median and reduced median widths at intersections; mill and overlay and removal/replacement of existing AC where necessary; adjustments, where necessary, to an existing ITS fiber line; and an add lane on southbound Ranch Drive beginning north of Ernest May to US95 left turn lanes south of Bonanza Road.

Two design options will be prepared for the 30% submittal and are as follows:

Option A: Rancho Drive, between Vegas Drive and Decatur Boulevard, will be redesigned to include a fourth dedicated transit lane in both directions using the available 125-foot right-of-way. In this option the existing curb line will be relocated toward the centerline to provide the needed width for the 10-foot sidewalk and amenity zone.

Option B: Rancho Drive, between Vegas Drive and Decatur Boulevard, will be redesigned to include a fourth dedicated transit lane in both directions. In this option the existing curb line will remain in place and additional right-of-way will be acquired to provide width for the 10-foot sidewalk and amenity zone. At locations where existing structures or obstructions preclude a wider sidewalk, a 5-foot wide sidewalk will be designed.

After the 30% design phase, this agreement will be based on Option A. If Option B is selected, the additional cost of design work will be covered under additional services.

Rancho Drive generally has 125-feet of existing right-of-way between Decatur boulevard and Vegas Drive. Option A may be accommodated without extensive right-of-way acquisition. Option B may include right-of-way acquisition. Part of the 30% design will include right-of-way research to determine how much right-of-way may need to be acquired for either option. It is anticipated that right-of-way may be necessary to accommodate new turn lanes, bus turnouts, traffic signals, and drainage improvements. Temporary Construction Easements (AKA as Authorization to Enter Property) will be required.

Rancho Drive has areas that are identified as FEMA Flood Zone A, therefore a hydrologic and hydraulic design analysis following NDOT and City criteria will be required.

Previous sewer assessment testing has shown that 26 manholes require repair and rehabilitation and two sewer lines wil require spot repairs. The manholes are a part of the Westside Interceptor Sewer and are located generally along Rancho Drive between Coran Lane and Cheyenne Avenue. At least one of the manholes to be rehabilitated is within the Airport's restricted access area. One spot repair has been identified for the Westside Interceptor 48 inch diameter sewer line. The repair location is also located within the Airport's restricted access area. The remaining sewer line repairs are on Rancho Drive near Bonanza.

A sewer line inspection and assessment will be performed on an 8 inch diameter sewer line and its associated manholes, located on the west side of Rancho Drive between Smoke Ranch Road and Coran Lane. The inspected for damage and assessment will be in accordance with NASSCO guidelines.

Design funding is provided by the Regional Transportation Commission. Construction funding for this project has not yet been identified, however federal funding may be pursued.

100.2 Construction Cost Budget

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

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

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

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

100.5 Changes to Scope of Services

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

100.5.2 The City Engineer or their authorized representative may at any time, only by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of

receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 Responsibilities of the Consultant

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

100.6.2 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all 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.

100.6.3 Where the Consultant specifies materials and equipment by brand names, provide two (2) or more brand names with model numbers for each item specified and state "or approved equal". Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

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

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

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

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

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

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

100.6.10 The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of

the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

100.6.11 Plan and Special Provision Production and Submission

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

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

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

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

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

100.6.12 Cost Estimates

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

100.6.13 Construction Change Orders

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

The City will make reasonable efforts to copy all approved change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and

Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

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

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

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Agreement.

100.6.14.1 Article 200 – Preliminary and General Items

100.6.14.2 Article 300 – 30% Design Phase

100.6.14.3 Article 400 – 70% Design Phase

100.6.14.4 Article 500 – 90% Design Phase

100.6.14.5 Article 600 – 100% Design Phase

100.6.14.6 Article 700 – Not Used

100.6.14.7 Article 800 – Not Used

100.6.14.8 Article 900 – Not Used

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 200: PRELIMINARY AND GENERAL ITEMS

200.1 Project Management

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

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

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

200.2 Kick-Off Meeting and Design Progress Meetings

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

200.2.2 Deliverables: Project Kick-Off Meeting Agenda, Preliminary project schedule and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

200.2.3 Consultant shall attend approximately twenty (20) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel

as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

200.3 Utility and Agency Coordination

200.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. Existing utilities shown on base mapping will be submitted to the utility companies by the Consultant to verify size and location. The Consultant shall determine the need to perform utility potholes to locate existing utilities that may interfere with the proposed improvements. The Consultant shall coordinate meetings with the affected utilities for timely resolutions to the utility conflicts. Refer to Section 300.4, Utility Potholing, or potholing requirements per this Contract.

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

200.3.1.2 Clark County Department of Public Works

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

200.3.1.4 Both City of Las Vegas Capital Project Management teams designing Rancho Capacity Improvements south of Decatur Boulevard to US95

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

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

200.3.1.7 Utility providers, including but not limited to, Nevada Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, American Fiber Systems (AFS)

200.3.1.8 Nevada Department of Transportation ("NDOT")

200.3.1.9 The City of North Las Vegas and

200.3.1.10 Other local and state agencies as required.

200.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans may be required. Unless otherwise mentioned in this scope of services, major utility relocations will be paid for separately under Additional Services Tasks upon separate authorization by the City.

200.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

200.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

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

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

200.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

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

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

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

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

200.3.9 Deliverables: Utility and agency project coordination, utility and agency coordination meeting agendas & minutes, project plans to be sent to the utility companies at each design level (30%, 70%, 90% and 100%); and obtain final mylar drawing utility company approval signatures.

200.4 Project Permits

During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. Consultant shall prepare all correspondence and permit applications as required by the regulating agencies and assist the City in obtaining required permits. Any required permit not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

The following permits are anticipated for this project:

- NDOT Occupancy Permit – The consultant will have a crucial role in coordination between the City and the Nevada Department of Transportation (NDOT) regarding Occupancy Permit issues. The Consultant shall apply for and obtain the necessary NDOT Occupancy Permits, including any time extensions, as applicable to the project improvements as a whole. If additional occupancy permits are required due to phased construction of the project, the additional permits will be paid separately under Additional Services upon separate authorization by the City.

200.4.1 Deliverables: One (1) Matrix of required permits updated at the 30%, 70% and 90% submittals; copies of correspondence with permit agencies; preparation of permit applications and response to comments necessary for permit approval.

200.5 Accommodation of Federal Construction Funding

200.5.1 Perform research to determine available federal funding options and identify requirements and provide detailed information to the City to evaluate. Prepare a summary matrix of required environmental documentation, permits, approvals, processes, forms and approvals that would have to be completed to utilize federal funding. If the City determines to move forward during design with any additional studies, reports or permits necessary for federal funding work will be paid for separately under Additional Services upon separate authorization by the City.

200.6 Survey

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

200.6.2 Design Survey. Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. One-foot interval contours will be developed utilizing a digital terrain program and the aerial mapping. Topographic surveys of existing features will be completed in the field to supplement aerial mapping. Survey shall extend from US95 to 350 feet north of the southern Decatur Boulevard intersection with Rancho Drive, , 300 feet beyond the curb returns at the following intersecting streets: Smoke Ranch Road/Carey Avenue, Lake Mead Boulevard, Vegas Drive, Washington Avenue and Bonanza Road, and 100 feet beyond the curb returns on minor intersecting streets. Specifically these tasks shall include, but are not limited to, the following:

200.6.2.1 Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements for control drawings. *Also included is work associated with resolving dual centerline issues as applicable.*

200.6.2.2 Set panel locations for control in obtaining aerial topography. Topographic mapping to be at 1″ = 40′ horizontal with a contour interval of 1-foot, based upon a published City benchmark

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

200.6.2.4 Establish Project coordinate system

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

200.6.2.6 Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data within the construction limits of the project, including but not limited to, existing edge of pavement, culvert and storm drain sizes and elevations, drop inlet locations, lengths and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities including power pole location and diameter with guy wire location and pothole hubs. Field survey shall extend a minimum of 100 feet for minor street intersections and 300 feet for major street intersections beyond curb returns of adjacent street. Survey shall extend from US95 to 350 feet north of the project limits.

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

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

200.6.4 Deliverables: The Consultant shall submit three (3) copies of the Draft Record of Survey to the City. Consultant shall address City review comments and submit Final Record of Survey to the City prior to recordation. The Consultant shall record the final approved Record of Survey with the Clark County Recorder.

200.7 Right-of-Way

200.7.1 Consultant will gather and review right-of-way documentation from the Nevada Department of Transportation and the City, such as Right-of-Way Plats, Title Reports that are on file with the entity, Parcel Maps, Records of Survey, plats etc. and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and Assessor's Parcel Number (APN). Consultant will identify any additional right-of-way to be acquired or easements to be granted. *Consultant will prepare right-of-way drawings for incorporation into the plan set that depicts existing rights-of-way and easements and proposed rights-of-way and easements.* Consultant shall coordinate with NDOT and the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½″ X 11″ exhibits showing the location of Authorization to Enter Property (AEP)/Temporary Construction Easement (TCE) areas and include the nature of the construction. For all AEPs, TCEs, easements or rights-of-way that must be acquired for either design condition, consultant may be asked

to prepare legal descriptions with property maps showing topographic areas, easements and vesting by the City and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

200.7.2 The City will provide all Title Reports for properties in which right-of-way or easements will be required for the Project and as needed to prepare the existing right-of-way map.

200.7.3 30% Submittal. Consultant shall prepare right-of-way exhibits for the length of the project for Option A and Option B, at a legible scale that identify all existing right-of-way and easements, preliminary proposed right-of-way and easement acquisition and AEP/TCE's to be acquired; depict areas with color coding.

200.7.4 70% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP/TCE's, etc. for the 70% level. The Consultant shall update the right-of-way property schedule, outlined in 300.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information which will become the "acquisition status table".

200.7.5 90% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP/TCE's. The "acquisition status table" shall be updated and submitted to the City for review.

200.7.6 100% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP/TCE's. The "acquisition status table" shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP/TCE's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP/TCE's.

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

200.7.8 Right-of-Way Acquisition. The Consultant shall assist the City with the acquisition of right-of-way for design Option A as described in articles 200.7.1 to 200.7.7 above. The additional design costs for Right-of-Way acquisition for design Option B will be paid for under additional services.

300.2.9 Federal Process of Right-of-Way Setting. This task, if required, will be paid for under additional services for either design option.

300.2.10 Deliverables: Deliverables are as described in sections 200.7.1 – 200.7.6

ARTICLE 300 : 30% DESIGN PHASE

300.1 Records Review, Information Research and Analysis of Data

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

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

300.1.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

300.2 Utility Potholing

300.2.1 Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of fifty (50) potholes are anticipated to be performed for this Project in order to complete the design. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the

plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.. Additional potholing will be paid for under additional services.

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

300.2.3 Consultant shall provide full-time inspection during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

300.2.4 **Deliverables: One (1) Matrix of utility conflicts and summary updated at the 70% and 90% submittals.**

300.3 **Geotechnical Investigation** - Consultant shall provide geotechnical services to include research, field investigation, laboratory testing, and analysis to develop geotechnical recommendations for the design and reconstruction of the existing roadway.

300.3.1 It is anticipated that the Geotechnical Investigation Report(s) may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented. Pavement cores will be taken at 500 foot centers to determine the actual existing pavement section(s) and substantiate the pavement rehabilitation or replacement recommendations.
- For field geotechnical investigations, a traffic control plan shall be formulated and submitted to the City for approval. Proper signage and barricading will be implemented for field studies.
- Boring depths shall be taken at 5-foot minimum depth. Laboratory testing on samples will be performed.
- Identify the corrosive characteristics of the soil.
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
- Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for use in design of signal foundations, including allowable shaft capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
- Make recommendations for pavement sections, excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials and asphalt pavement. Where possible, maintain existing pavement structural section and limit recommendations to mill and overlay. Due to the variability of the soils expected to be encountered on the project site, and the existing site conditions, multiple pavement recommendations are anticipated. Make recommendation for cut/fill slopes and percent shrinkage for embankment.
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Preparation of a hydro-geological report and groundwater samples with monitoring wells in areas where shallow groundwater is discovered may be necessary and will be considered an Additional Service.
- Make recommendation for trench patching.

300.3.2 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

300.3.3 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.

300.3.4 **Deliverables: The Consultant shall provide seven (7) bound copies of the draft and the final Geotechnical Investigation Reports to the City's Representative for review and one bound copy of the draft and the final Geotechnical Investigation Reports to the RTC.**

300.4 30% Design Phase Plans

300.4.1 Consultant shall prepare 30% plans and construction cost estimates for Rancho Road between Decatur boulevard and US95 and for 2 design concepts :

Rancho Drive will be redesigned to include: construction of incomplete improvements (i.e. sawtooths, sidewalk, curb and gutter); 10' wide sidewalks with an amenity zone for street trees, lights and utilities where right-of-way is available (5' wide sidewalks where it's not); ADA sidewalk ramps; bus turnouts; turn lanes at selected intersections; new streetlights, traffic signals, signing and striping; median modifications to include beautification elements within the 14-foot wide median and reduced median widths at intersections; mill and overlay and removal/replacement of existing AC where necessary; adjustments, where necessary, to an existing ITS fiber line; and an add lane on southbound Ranch Drive beginning north of Ernest May to US95 left turn lanes south of Bonanza Road.

Option A: Rancho Drive, between Vegas Drive and Decatur Boulevard, will be redesigned to include a fourth dedicated transit lane in both directions using the available 125-foot right-of-way. In this option the existing curb line will be relocated toward the centerline to provide the needed width for the 10-foot sidewalk and amenity zone.

Option B: Rancho Drive, between Vegas Drive and Decatur Boulevard, will be redesigned to include a fourth dedicated transit lane in both directions. In this option the existing curb line will remain in place and additional right-of-way will be acquired to provide width for the 10-foot sidewalk and amenity zone. At locations where existing structures or obstructions preclude a wider sidewalk, a 5-foot wide sidewalk will be designed.

Rancho Drive generally has 125-feet of existing right-of-way between Decatur Boulevard and Vegas Drive. Option A may be accommodated without extensive right-of-way acquisition. Option B may include right-of-way acquisition. Part of the 30% design will include right-of-way research to determine how much right-of-way may need to be acquired for either option. It is anticipated that right-of-way may be necessary to accommodate new turn lanes, bus turnouts, traffic signals, and drainage improvements. Temporary Construction Easements (AKA as Authorization to Enter Property) will be required.

300.4.2 Traffic Improvements - Consultant shall provide analysis, calculations and layout for the following improvements:

- Sidewalk improvements: Complete missing improvements (i.e. sawtooths, sidewalk, curb and gutter); 10-foot wide sidewalks with 5-foot wide "amenity zone" for street lights and street trees where sufficient right-of-way is available (5' wide sidewalks where it's not). All sidewalks and curb ramps shall be improved to be compliant with ADA and NDOT standards.
- New streetlight system using Downtown Centennial Standard Poles, upgrading existing pole mount electrical services to pad mount 200amp services and adding new electric service points where required. Locate street light poles and service points in the "amenity zone" so at least a 5' sidewalk remains unobstructed.
- Reconstruction of median Islands to maximize storage lengths, provide aesthetic improvements and accommodate transit lanes where applicable. Design of median islands shall also include up to 5 new "worm" islands at locations to be determined.
- The project is to provide a full width mill and overlay prior to restriping and thick lift mills and lane patches if needed to meet new curb grades, pavement widening, etc.
- Design new signal systems at Washington Avenue, Vegas Drive , and Smoke Ranch Road and signal modifications for signals at Bonanza Road, Ernest May Lane, Texas Station, Lake Mead Boulevard, and Airport Drive. If pole mount service exists replace with 200 amp pad mount services.
- Design adjustments as needed to the ITS fiber line" (i.e. adjust pullboxes, provide fiber splices, etc)
- Design north, east and west bound exclusive right turn lanes with 150 foot minimum storage length and north and east bound far side bus turnout/deceleration lanes at Washington Avenue.
- Design far side bus turnout/deceleration lane northbound and southbound at Bonanza Road.
- Design southbound Rancho Drive to southbound I-15/US95 South add lane with overhead sign structure north of Ernest May Lane
- Design southbound bus turnout and westbound bus turnout/deceleration lane at Vegas Drive

All bus stops shall be in transit lane or in a bus turnout and shall be per Regional Transportation Commission BRT Style flush bus station design standards and shall accommodate future, shelters, TVM's, etc;

Additional right-of-way may be needed to preserve dual lefts on Rancho at Smoke Ranch and Lake Mead.

Coordinate the design of Rancho Drive with the improvements being designed for the Rancho/Decatur intersections.

300.4.3 **Landscape Architectural Design** – Consultant shall provide design by a licensed landscape architect to provide design concepts and final design for median hardscape and tree placement and spacing in sidewalk amenity zone. This task includes tree type selection, all necessary irrigation design, and coordination with civil improvements.

300.4.4 **Electrical Design** - Consultant shall provide design by a licensed electrical engineer to provide design concepts and final design for street lights and electrical service for street lights and signals. This task includes plans specifications and estimates, an alternative analysis of the options under consideration and coordination with civil improvements.

300.4.5 **Technical Drainage Report.** The Consultant shall prepare a Draft Technical Drainage Study with recommendations, for both design options, in accordance with CCRFCD Hydrologic Criteria and Drainage Design Manual (HCDDM) and NDOT's Drainage Design Manual. The Consultant shall collect and review all previous studies and data pertaining to the project and perform a field review and evaluation of existing drainage facilities. The Consultant shall coordinate with NDOT Hydraulics Section and City of Las Vegas Public Works on the criteria and methodology to be used for the drainage analysis. The Technical Drainage Report shall incorporate the following information:

- Hydrologic models using HEC-1 to establish flows for both the "existing right-of-way design" and the "ultimate right-of-way" design condition.
- A hydraulic model for the existing and proposed conveyance facilities using HEC-RAS, WSPG or other appropriate engineering software. The hydraulic models shall include hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters for the main storm drain line and laterals.
- Drop inlet sizing calculations.
- Provide complete Storm Drain Plan and Profiles (including lateral plan and profiles) and Storm Drain Details.
- Flow split analysis at project intersections.
- 10-year and dry lane hydraulic analysis to determine the facility sizing and to determine the RTC costs.
- CLOMR/LOMR, if required will be paid for under additional services.

Incorporate the location, depth of pipe, approximate slopes and inlet locations for storm drain requirements based on the results of the hydrologic review and hydraulic analysis into the Draft Technical Drainage Report.

300.4.5.1 Deliverables: Submit six (6) copies of the Draft Technical Drainage Reports with recommendations to the City and two (2) copies of the Draft Technical Drainage Report to NDOT. Submit one (1) copy of the Draft Technical Drainage Report with recommendations to the CCRFCD for concurrence.

300.4.6 **Sewer Rehabilitation and Assessment** - Work includes the inspection and analysis of approximately 3200 feet of 8 inch diameter sewer line located on Rancho Drive between Smoke Ranch Road and Coran Lane. The rehabilitation of 26 manholes and one spot repair to the Westside Interceptor Sewer and spot repairs to a small diameter sewer line near Bonanza are also included. At the 30% design level, Consultant shall review condition assessment reports, evaluate options and make recommendations for final design. The design of repairs and rehabilitation work identified in the Consultant prepared sewer line assessment shall be paid for under additional services.

300.4.6.1 Deliverables: Submit four (4) copies of the sewer line assessment report with recommendations to the City.

300.4.7 The 30% plans are to be prepared for the limits and configurations as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

The 30% submittal will include, but is not limited to, the following for both design options A and B:

- Permit Matrix
- Record of Survey with approval from City Surveyor
- Right-of-Way Exhibits
- Utility Conflicts Matrix and Summary
- Draft Technical Drainage Study
- Draft Geotechnical Data Report Note, if a Hydrogeologic Report becomes necessary it will be paid for under additional services.
- 30% Design Phase Plans, which will include Construction, Removal, Sign, Striping and Signal Modification Plans
- Identification of sewer rehabilitation work
- Alternatives analysis for design options A and B with recommendations
- 30% Construction Cost Estimate

The 30% submittal will culminate with a presentation of the alternatives to the City. The presentation will identify:

- The design criteria utilized
- A summary of the data collected
- Available right-of-way
- Drainage recommendations
- Permit requirements
- A summary of the two options including all recommended improvements
- A preliminary engineers estimate of construction costs for each option
- Funding options
- Recommendations for final design

300.4.8 **Deliverables: Submit fifteen (15) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City; Submit one (1) full size set and two (2) half size sets of the 30% Design Plans to the RTC and NDOT. Submit copies of 30% Option A plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. The Consultant will provide a distribution list. Presentation of results.**

300.5 30% Design Phase Construction Cost Estimate - a Preliminary construction cost estimate shall be prepared by the Consultant for the 30% submittal for the improvements described herein and both Option A and Option B.

300.5.1 **Deliverables: Submit a 30% cost estimate to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 30% cost estimate to the RTC and NDOT.**

300.6 All subsequent submittals shall be based on Option A. If design Option B is selected, the additional cost of design for subsequent design submittals shall be paid for under additional services.

ARTICLE 400: 70% DESIGN PHASE

400.1 **70% Design Phase Submittal – Option A**

400.1.1 **Technical Drainage Report Final.** The Consultant shall incorporate comments from the Draft Technical Drainage Report and incorporate them into a final submittal.

The Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a stand-alone Final Technical Drainage Report to be used as a record for the basis of design for the project. The Final Technical Drainage Report shall include all information included in the Technical Drainage Report and all associated revisions made as applicable. This report will also include any information, calculations or models that were revised since the Initial Technical Drainage Report was submitted. The Consultant will provide a complete electronic submittal of the Final Technical Drainage Report with all associated input & output files, calculations and all associated revisions made as applicable.

400.1.2 **Deliverables: Submit six (6) copies of the Final Technical Drainage Reports with recommendations to the City and two (2) copies of the Final Technical Drainage Report to RTC and NDOT. Submit one (1) copy of the Final Technical Drainage Report with recommendations to the CCRFCD for concurrence.**

400.2 Sewer Rehabilitation – Work includes the rehabilitation of 26 manholes and one spot repair to the Westside Interceptor Sewer and spot repairs to a small diameter sewer line near Bonanza.

400.3.1 70% Design Phase Plans – This submittal will include further refinement of 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

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

400.3.1.8 Sheet Index with key map
400.3.1.9 Typical Cross Section Sheets
400.3.1.10 Removal Plans
400.3.1.11 Roadway Plan and Profiles
400.3.1.12 Construction Details
400.3.1.13 Storm Drain Plan and Profiles (including lateral plan and profiles)
400.3.1.14 Storm Drain Details
400.3.1.15 Sewer Rehabilitation Details
400.3.1.16 Utility Plans
400.3.1.17 Traffic Striping and Signing Plans
400.3.1.18 Traffic Lighting Plans
400.3.1.19 Traffic Signal Plans
400.3.1.20 Structural Drawings
400.3.1.21 Special Details as required for the Project
400.3.1.22 ITS Fiber Optic adjustment Plans
400.3.1.23 Landscape and Irrigation Plans

400.3.1.24 **Deliverables: Response to comments; Submit fifteen (15) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City; Submit one (1) full size set and two (2) half size sets of the 70% Design Plans to the RTC and NDOT. Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. The Consultant will provide a distribution list.**

400.4.1 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following: RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.), CCRFCD, CLV Sanitation, CLV Municipal Arts Fund.

400.4.2 **Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 70% cost estimate to the RTC and NDOT.**

400.5.1 70% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate one-line set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section. Do not modify the City's format without prior approval by the City.

400.5.2 **Deliverables: Submit ten (10) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to RTC and NDOT.**

400.6.1 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 70% submittal.

400.6.2 **Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.**

ARTICLE 500: 90% DESIGN PHASE

500.1 **90% Design Phase Submittal – Option A**

500.1.1 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown.

500.1.2 **Deliverables: Response to comments; Submit fifteen (15) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City; Submit one (1) full size set and two (2) half size sets of the 90% Design Plans to the RTC and NDOT.**

Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. The Consultant will provide a distribution list.

500.2.1 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following: RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.), CCRFCD, CLV Sanitation, CLV Municipal Arts Fund.

500.2.2 **Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 90% cost estimate to RTC and NDOT.**

500.3.1 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate one-line set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section. Do not modify the City's format without prior approval by the City.

500.3.2 **Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to RTC and NDOT.**

500.4.1 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions.. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

500.4.2 **Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.**

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

500.5.2 **Deliverables: The Consultant shall attend one (1) meeting and prepare a comment and response matrix and incorporate any design changes warranted by the Bidability and Constructability review.**

500.6.1 Public Meetings – Consultant shall attend and provide support to the City for three (3) public meetings and prepare graphic presentation materials, including 3 photographic renderings, and backup information as necessary.

500.6.2 **Deliverables: Board attendance; backup materials; presentation materials.**

500.7.1 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 600: 100% DESIGN PHASE

600.1 **100% Design Phase Submittal – Option A**

600.1.1 The 100% submittal shall include all the elements of Article 500 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City and RTC, and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

600.1.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Response to Comments; Submit one (1) full size set (24" X 36"); four (4) half size sets (11" X 17") of the 100% Pre-Final (Bond) Submittal to the City; two (2) bound copies of the Special Provisions and 100% Pre-final Cost Estimate by funding source to the City; Consultant shall determine if any utility companies require submittal of the 100% Pre-Final (Bond) submittal to obtain mylar signature and if so, submit accordingly.

600.1.3 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E. and the Word document; One copy of the City Formatted Final Cost Estimate and Bid Schedule; One copy of the Plan Sheet Index as a single Word document. Additionally, submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate to RTC and NDOT. Electronic copies of both the plans (AutoCAD format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Final Cost Estimate and Bid Schedule will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 700, 800 and 900: NOT USED

END OF EXHIBIT "A"

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.

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

200.3 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

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: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	180	
70% DESIGN PHASE	150	
90% DESIGN PHASE	120	
100% DESIGN PHASE	90	
BID PHASE		This service to be provided if construction funding becomes available
CONSTRUCTION PHASE		This service to be provided if construction funding becomes available
POST CONSTRUCTION PHASE		This service to be provided if construction funding becomes available
TOTAL CALENDAR DAYS TO COMPLETE:	**540**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: COMPENSATION AND TERMS OF PAYMENT

400.1 *General.* At the time of approval of this Agreement by the City Council, the City agrees to set aside one million eight hundred sixty thousand dollars **($1,860,000)** as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic services and additional compensation) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

400.2 *Compensation: Basic Services (Lump Sum by Task).* The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed one million three hundred eighty three thousand one hundred thirty dollars and eighty cents **($1,383,130.80)** without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D".

400.3 *Compensation: Additional Compensation.* For the additional services set forth in Exhibit "E," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "E" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed four hundred seventy six thousand eight hundred sixty nine dollars and twenty cents ($476,869.20) without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

EXHIBIT "D"

TASK	DESCRIPTION	PM $216 Hr	Sr Engr $194 Hr	Sr Planner $111 Hr	Lead Engr $168 Hr	Engineer $106 Hr	Asst. Engr $98 Hr	Designer $127 Hr	Const. $178 Hr	Proj. Administrator $121 Hr	Total Hr	Total Labor Cost	Direct Expenses	Total Cost
200	PRELIMINARY AND GENERAL ITEMS													
200.1	Project Management	240	0	0	0	0	0	0	0	240	480	$60,480	$0	$ 60,480.00
200.2	Kick-Off Meeting and Progress Meetings	80	20	0	0	80	0	0	0	0	180	$ 29,800.00	$ -	$ 29,800.00
200.3	Utility and Agency Coordination	48	20	0	0	40	40	40	0	0	188	$ 25,208.00	$ -	$ 25,208.00
200.4	Project Permits	8	0	0	0	50	30	40	0	0	128	$ 12,848.00	$ -	$ 12,848.00
200.5	Accommodation of Federal Construction Funding	8	8	32	0	0	0	0	0	0	48	$ 6,832.00	$ -	$ 6,832.00
200.6	Survey	8	0	0	0	0	0	8	0	0	32	$ 5,248	$ 93,125.00	$ 98,373.00
200.7	Right-of-Way	12	0	0	60	210	0	60	0	0	417	$ 50,562	$ 48,760.00	$ 99,322.00
200	Subtotal Hours	404	71	32	68	380	70	60	0	240	1,473			
200	Subtotal Fee	$ 87,264.00	$ 13,774.00	$ 3,552.00	$ 11,424.00	$ 41,040.00	$ 6,160.00	$ 7,620.00	$ 11,344.00	$ 29,040.00		$ 214,418.00	$141,885.00	$ 353,303.00
300	10% DESIGN PHASE OPTION A AND B													
300.1	Records Review, Information Research and Analysis of Data	2	8	0	8	24	8	0	0	0	50	$ 7,020.00	$ -	$ 7,020.00
300.2	Utility Potholing	4	8	0	8	32	0	0	0	0	84	$ 11,280.00	$ 62,500.00	$ 73,780.00
300.3	Geotechnical Investigation	8	0	0	0	0	0	0	0	0	8	$ 1,728.00	$ 20,000.00	$ 21,728.00
300.4	30% Design Phase Plans	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
300.4.1	30% Design Comments	32	32	0	120	288	4	216	0	0	697	$ 83,780.00	$ 50	$ 83,780.00
300.4.2	Landscape Architectural Design	12	80	0	0	0	0	0	0	0	92	$ 2,592.00	$ 11,500.00	$ 14,092.00
300.4.4	Electrical Design	0	12	0	0	0	0	0	0	0	12	$ 2,328.00	$ 42,600.00	$ 44,928.00
300.4.5	Technical Drainage Report (Draft)	2	12	0	0	104	80	16	0	0	214	$ 23,064.00	$ -	$ 23,064.00
300.4.6	Sewer Rehabilitation And Assessment	16	0	0	0	16	0	0	8	0	40	$ 5,892.00	$ 22,500.00	$ 28,392.00
300.4.7	Presentation	24	24	0	0	16	0	16	0	0	80	$ 13,680.00	$ -	$ 13,680.00
300.5	30% Design Phase Construction Cost Estimate	4	8	0	16	96	32	8	0	0	164	$ 19,324.00	$ -	$ 19,324.00
300	Subtotal Hours	125.0	124.0	0.0	212.0	833.0	124.0	288.0	248.0	0.0	2,014			
300	Subtotal Fee	$ 27,000.00	$ 35,696.00	$ -	$ 35,616.00	$ 88,964.00	$ 10,912.00	$ 36,576.00	$ 19,344.00	$ -		$ 255,108.00	$ 159,500.00	$ 414,608.00
400	70% DESIGN PHASE													
400.1.1	Technical Drainage Report Final	1	8	0	0	100	104	0	0	0	213	$ 21,720.00	$ -	$ 21,720.00
400.2	Sewer Rehabilitation	3	0	0	0	36	0	0	18	0	57	$ 5,940.00	$ -	$ 5,940.00
400.3.1	70% Design Phase Plans	71	160	0	94	422	60	233	374	0	1414	$ 171,787.80	$ 46,400.00	$ 218,187.80
400.4.1	70% Design Phase Construction Cost Estimate	8	20	0	8	24	12	0	0	0	72	$ 10,600.00	$ -	$ 10,600.00
400.5.1	70% Design Phase Special Provisions	20	32	0	0	16	0	0	0	0	68	$ 12,256.00	$ -	$ 12,256.00
400.6.1	70% Walk Through	4	4	0	0	8	0	0	0	0	16	$ 2,504.00	$ -	$ 2,504.00
400	Subtotal Hours	107	224	0	102	606	176	233	392	0	1,840			
400	Subtotal Fee	$ 23,112.00	$ 43,456.00	$ -	$ 17,136.80	$ 65,448.00	$ 15,488.00	$ 29,591.00	$ 30,576.00	$ -		$ 224,807.80	$ 46,400.00	$ 271,207.80
500	90% DESIGN PHASE													
500.1.1	90% Design Phase Submittal 90% Design Phase Construction Cost Estimate	46	116	0	111	324	72	184	215	0	1072	$ 132,856.00	$ 31,800.00	$ 164,656.00
500.2.1	90% Design Phase Special Provisions	1	4	0	0	24	8	0	0	0	34	$ 3,766.00	$ -	$ 3,766.00
500.3.1	90% Design Phase Special Provisions	20	24	0	0	8	0	0	0	0	43	$ 9,408.00	$ -	$ 9,408.00
500.4.1	90% Walk Through	4	4	0	0	8	0	0	0	0	16	$ 2,504.00	$ -	$ 2,504.00
500.5.1	Bid Ability and Constructability Meeting	8	8	0	2	6	0	0	0	0	18	$ 3,100.00	$ -	$ 3,100.00
500.6.1	Plans, Specs and Estimate	24	16	0	0	12	0	24	0	0	78	$ 13,020.00	$ -	$ 13,020.00
500.7.1	Permit Applications - Final	16	0	0	0	32	0	0	0	0	56	$ 8,464.00	$ -	$ 8,464.00
500	Subtotal Hours	119	172	0	113	410	80	208	215	0	1,322			
500	Subtotal Fee	$ 25,704.00	$ 33,582.00	$ -	$ 18,984.00	$ 44,280.00	$ 7,840.00	$ 26,416.00	$ 17,052.00	$ -		$ 173,068.00	$ 31,800.00	$ 204,868.00
600	100% DESIGN PHASE													
600.1	100% Plans Specs and Estimate	80	80	0	80	260	80	120	80	0	780	$ 122,640.00	$ 14,000.00	$ 136,640.00
600.1.1	100% Pre-final Bond Submittal	8	8	0	8	24	8	16	8	0	80	$ 10,576.00	$ 3,000.00	$ 13,576.00
600.1.2	100% Final (Mylar) Submittal	8	8	0	4	12	4	8	4	0	48	$ 6,928.00	$ 1,800.00	$ 8,728.00
600	Subtotal Hours	96	96	0	92	296	92	144	92	0	908			
600	Subtotal Fee	$ 20,736	$ 18,624.00	$ -	$ 15,456.00	$ 31,968.00	$ 9,086.00	$ 18,288.00	$ 7,176.00	$ -		$ 120,344.00	$ 18,800.00	$ 139,144.00
600														
	Total Basic Services Hours	1651	1748	32	587	2,525	542	833	1,099	240	7,557			
	Total Basic Services Fee	$ 103,816.00	$ 145,112.00	$ 3,552.00	$ 98,616.80	$ 272,700.00	$ 47,696.00	$ 118,491.00	$ 85,722.00	$ 29,040.00		$ 954,745.80	$ 398,385.00	$ 1,353,130.80

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: Additional Compensation

500.1 Reimbursable Expenses. Reimbursable Expenses are not allowed.

500.2 Upon written authorization by the City, the Consultant shall provide "***General***" Additional Services which may include the following:

1. **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project. Listed below are items that may be considered as additional design services:

Additional Meetings – As required by the City, Consultant shall attend, participate and support the City in additional project or public meetings.
Right-of-Way – As required by the City, Consultant shall prepare legal descriptions and exhibits in locations where additional right-of-way, easements or AEPs/TCEs are required for the Project; City shall provide title reports.
Federal Funding Research – As required by the City, Consultant shall provide research to determine Federal Funding requirements and provide detailed information to the City to evaluate.
Additional Traffic Improvements – As required by the City, Consultant shall provide additional traffic design services for a "HAWK" signal at a location to be determined.
Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.
Major Utility Relocation- As requested by the City, Consultant shall provide utility relocation design and coordination with all utility companies. This task will include Subsurface Utility Engineering SUE.
Additional Sewer Design – As required by the City, Consultant shall provide sewer line inspection, CCTV, assessment report with recommendations, plan and profile design of new, reconstructed, or relocated sewer pipelines.
Traffic Analysis – As required by the City, Consultant shall provide level of service, intersection delay, turn lane storage requirements and crash data analysis.
Additional Survey – As requested by the City, Consultant shall provide additional field survey necessary for completion of other additional design services.
Artistic Elements - As requested by the City, Consultant shall provide additional design for artistic signage or artistic elements, incorporation of public involvement comments, and other work necessary.
Additional Public Meetings – As requested by the City, Consultant shall attend Public Information meetings.
Local Business and Property Owner Project Coordination – As requested by the City, Consultant shall prepare for and attend meetings with property owners that are affected by the proposed project right-of-way acquisition. These meetings will be attended by the appropriate City and Consultant's staff.
BUY AMERICA(N) COMPLIANCE – As requested by the City, Consultant and subconsultants at all tiers shall Verify that each product model specified is in compliance with the appropriate Buy America or Buy American provisions. Verification shall generally consist of a copy of a letter, notice, or web page from the material manufacturer, supplier or vendor stating the specified material's compliance with the specific required Buy America(n) act or provision. Include the appropriate Buy America(n) requirement language in each specification section providing construction materials. Verify Contractor submittals provide evidence of compliance for products that the designer has not previously verified during design. Verify Contractor has submitted a certificate in proper form from the manufacturer if Buy America is required. Compile an organized written record of the construction material verifications for the Project and deliver this record to the City upon completion of the Project and upon request during the progress of the work. Remove and replace any foreign goods.
Additional Roadway Design – As required by the City, Consultant shall provide additional roadway design plans.
Environmental Clearance/Permits - As required by the City, Consultant shall prepare a Section 106, 404 permit, NEPA environmental assessment, groundwater discharge permit, or other necessary required environmental permit applications.
Bid Phase Support Services – As requested by the City, the Consultant shall attend the pre-bid conference; respond to questions raised by bidders during the bidding process; draft required specifications, plan changes and clarifications for the City to include any addenda. The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications. The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.
Construction Phase Support Services – As requested by the City, the Consultant shall attend the pre-construction meeting; review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; attend construction progress meetings, as necessary; respond to Contractor's Request for Information (RFI); assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample products,

etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation.

Record Drawings – As requested by the City, the Consultant shall produce record drawings based on redlines provided by the Contractor.

2. **Bid Documents – As requested by the City, the Consultant shall prepare Bid Documents, which include plans, specifications and construction cost estimates, for the purpose of constructing the project improvements in phases. This work shall include necessary plan modifications that will allow project improvements to conform to existing roadway conditions. The Consultant shall also apply for and obtain additional NDOT Occupancy Permits for each phase of the project. The Consultant will submit bid documents in conformance with the Article 600 – 100% Design Phase. Bid Phase Support Services and Construction Phase Support services will be provided as requested by the City for each construction phase.**
3. **Hydrogeologic Report** – As required by the City, Consultant shall prepare a hydrogeologic report and provide groundwater sampling and monitoring wells.
4. **CLOMR/LOMR** – As required by the City, Consultant shall prepare a CLOMR/LOMR for submittal to FEMA for review.
5. **Additional Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

500.3 Upon written authorization by the City, the Consultant shall provide "***Option B***" Additional Services which may include the following:

1. **Additional Right-of-Way Acquisition for Option B** – As required by the City, Consultant shall assist the City in obtaining additional right-of-way as needed to construct the project.
2. **Additional Utility and Agency Coordination for Option B** – As requested by the City, Consultant shall assist the City with additional utility coordination and relocation design, and provide additional agency coordination as needed to construct the project.
3. **Additional Traffic Facility Design for Option B** – As requested by the City, Consultant shall provide additional traffic facility design to accommodate the addition of a fourth lane in each direction to provide for a transit lane/continuous right-turn lane.
4. **Additional Landscape and Irrigation Design for Option B** – As requested by the City, Consultant shall provide additional design for landscaping and irrigation, including preliminary landscaping design, determination of landscaping features (may include Art, plantings and associated improvements, rock mulch, or other treatments as determined by the City) and incorporation of public involvement comments, if any for Option B.
5. **70% Design Submittal for Option B** – As required by the City, Consultant shall prepare 70% plans and cost estimates for design Option B.
6. **90% Design Submittal for Option B** – As required by the City, Consultant shall prepare 90% plans and cost estimates for design Option B.
7. **100% Design Submittal for Option B** – As required by the City, Consultant shall prepare 100% plans and cost estimates for design Option B.
8. **Coordination with Property Owners for Option B** – As required by the City, Consultant shall coordinate with property owners to obtain AEP and to discuss modifications to driveways and parking lots.

ADDITIONAL SERVICES FEE BREAKDOWN

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

		PM $216 Hr	Sr Engr $194 Hr	Sr Planner $111 Hr	Lead Engr $168 Hr	Engineer $108 Hr	Asst. Engr $88 Hr	Designer $127 Hr	Cadd $78 Hr	Proj. Administrator $121 Hr	Total Hr	Total Labor Cost	Direct Expenses	Total Cost
	Additional Services													
500.2	Additional Services - General													
500.2.1	Additional Design Services	100	120	24	120	320	100	120	140	40	1064	$ 139,904.00	$ 385.761	$ 225,665.20
	Additional Meetings													
	Right-of-way													
	Federal Funding Research													
	Additional Traffic Improvements													
	Waterline Design													
	Major Utility Relocation													
	Additional Sewer Design													
	Traffic Analysis													
	Additional Survey													
	Artistic Elements													
	Additional Public Meetings													
	Local Business and Property Owner Project Coordination													
	BUY AMERICA(N) COMPLIANCE													
	Additional Roadway Design													
	Environmental Clearance/Permits													
	Bid Phase Support Services													
	Construction Phase Support Services													
	Record Drawings													
	Additional Bid Documents													
500.2.3	Hydrosstatic Report	8	0	0	0	0	0	0	0	4	12	$ 2,212.00	$ 15,000.00	$ 17,212.00
500.2.4	CLOMR/LOMR	16	24	0	0	40	60	24	0	0	164	$ 20,760.00	$ -	$ 20,760.00
500.2.5	Additional Utility Potholing (30)	8	0	0	16	16	0	20	0	0	60	$ 8,884.00	$ 38,320.00	$ 47,204.00
500.3	Additional Services - Option B	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
500.3.1	Additional Right-of-Way Acquisition for Option B	20	20	0	20	20	0	0	20	0	120	$ 15,280.00	$ 12,000.00	$ 27,280.00
500.3.2	Additional Utility and Agency Coordination for Option B	16	8	0	0	16	16	0	16	0	72	$ 9,392.00	$ -	$ 9,392.00
500.3.3	Additional Traffic Facility Design for Option B	20	40	0	40	80	0	20	40	0	240	$ 33,100.00	$ -	$ 33,100.00
500.3.4	Additional Landscape and Irrigation Design for Option B	8	0	0	0	0	0	0	0	0	8	$ 1,728.00	$ 7,000.00	$ 8,728.00
500.3.5	Additional Electrical Design for Option B	0	16	0	0	0	0	0	0	0	16	$ 3,104.00	$ 7,000.00	$ 10,104.00
500.3.6	70% Design Submittal for Option B	16	16	0	16	48	16	16	40	0	168	$ 20,992.00	$ -	$ 20,992.00
500.3.7	90% Design Submittal for Option B	16	16	0	16	48	16	16	40	0	168	$ 20,992.00	$ -	$ 20,992.00
500.3.8	100% Design Submittal for Option B	20	20	0	16	48	16	0	40	0	160	$ 20,600.00	$ -	$ 20,600.00
500.3.9	Coordination with Property Owners for Option B	40	8	0	0	16	0	0	40	0	104	$ 15,040.00	$ -	$ 15,040.00
	Total Additional Services - Hours	288	288	24	244	620	224	216	376	44	2,396			
	Total Additional Services - Fee	$ 62,208.00	$ 55,872.00	$ 2,664.00	$ 40,992.00	$ 66,960.00	$ 19,712.00	$ 27,432.00	$ 29,328.00	$ 5,324.00		$ 311,788.00	$ 464,973.20	$ 776,761.20

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

Program Manager:	Jeremy Leavitt
Project Manager:	Michael Sturdivant

CONSULTANT'S PROJECT STAFF

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

Principal In Charge:	Samuel Tso
Project Manager:	James Marrs

CONSULTANT'S SUB-CONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project.
Any changes require City approval.

Aerial Mapping and Surveying:	HMH Surveyors Inc
Geotechnical:	Terracon
Potholing:	Cardno TBE
Lighting	TJK Consulting Engineers Inc.
Landscaping	JW Zunino & Associates
Sewer Assessment	Project Engineering Consultants, Ltd.

END OF EXHIBIT "F"

EXHIBIT "G"

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name PE Americas, Inc
Address 3930 Howard Hughes Parkway, Suite 300, Las Vegas, NV 39169
Telephone (702) 697-8100
EIN or DUNS 11-1531569

Block 2 **Description**
Subject Matter of Contract/Agreement: Design of roadway the traffic improvements. 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.	Balfour Beatty plc	130 Wilton Road, London SW1V 1LQ UK	44 (0)20 7216 6815
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.

TINA FORD
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: June 6, 2014
Certificate No: 92-76393-2

Name

8/26/11
Date

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

Tina Ford
Notary Public

EXHIBIT "G"

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name PE Americas, Inc
Address 3930 Howard Hughes Parkway, Suite 300, Las Vegas, NV 39169
Telephone (702) 697-8100
EIN or DUNS 11-1531569

Block 2 **Description**
Subject Matter of Contract/Agreement: Design of roadway the traffic improvements. 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.	Balfour Beatty plc	130 Wilton Road, London SW1V 1LQ UK	44 (0)20 7216 6815
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.

TINA FORD
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: June 6, 2014
Certificate No: 92-76393-2

Name

8/26/11
Date

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

Tina Ford
Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PARKS, RECREATION & NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve receipt of approximately $90,000 (Special Revenue) from the Child and Adult Care Food Program to provide nutritional snacks to City of Las Vegas Safekey sites and to enter into an agreement with the Nevada Department of Education Office of Child Nutrition and School Health - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $90,000
Funding Source: Special Revenue
Dept./Division: Parks, Recreation and Neighborhood Services

PURPOSE/BACKGROUND:
These monies will allow the city of Las Vegas to continue to provide nutritional snacks to participants of Safekey, which is an afterschool program with educational and enrichment activities for children in the late afternoon or evening when they might otherwise be unsupervised and engaged in risky behaviors. The city of Las Vegas has been a recipient of this grant award for many years. The afterschool snack components of the National School Lunch Program (NSLP) and Child and Adult Care Food Program (CACFP) were established in 1998 in the William F. Goodling Child Nutrition Act of 1998.

RECOMMENDATION:
Staff recommends that the Mayor and Council approve this agreement to receive funds and authorizes the Mayor and the Director of Parks, Recreation and Neighborhood Services to sign any and all agreements/documents upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Nevada Department of Education Child and Adult Care Food Program Permanent Agreement

Nevada Department of Education
Office of Child Nutrition and School Health
CHILD AND ADULT CARE FOOD PROGRAM
PERMAMENT AGREEMENT

Instructions: Complete, sign, and return two copies to the Nevada Department of Education, Office of Child Nutrition and School Health. Upon approval, the State Agency will return one signed original copy to you for your files. The provisions automatically renew each year, contingent upon the State Agency approval of updated application information. Failure to comply with established due dates for all application information may result in a lapse of claiming privileges or termination from the program.

Name of Institution: City of Las Vegas Safekey

Physical Address:	1651 S Buffalo Drive	Las Vegas NV	89117	USA
	Street	City/State	Zip Code	County
Mailing Address:	400 Stewart Avenue, 2nd Floor	Las Vegas NV	89101	USA
	Street/PO Box	City/State	Zip Code	County

Telephone #: 702-229-3399 Fax #: 702-382-6946

In order to carry out the purpose of Section 17 of the National School Lunch Act as amended and the regulations governing the Child and Adult Care Food Program (CACFP) issued there under (7 CFR Part 226) and (Section 3) of the Child and Nutrition Act of 1966 as amended, the Nevada Department of Education [hereafter referred to as the State Agency (SA)] and the Institution whose name and address appear above agree as follows:

GENERAL CONDITIONS:

1. Any child care center, Head Start center, outside-school-hours center, youth development center, at-risk afterschool center, emergency shelter, adult day care center or day care home sponsor listed in the initial Application and Annual Information Updates approved by the SA, shall be a part of this Agreement.

2. The SA's Agreement to reimburse the Institution is contingent upon continued availability of Federal funds appropriated for the Child and Adult Care Food Program. No legal liability on the part of the SA for payment shall arise unless and until such appropriations have been approved. Meal reimbursement for renewing Institutions for any month(s) preceding application approval is contingent upon submitting required application forms and documentation to the SA by the due date established each fiscal year.

3. Terms of the Agreement may be modified only by written consent of the Institution and SA. The Institution shall be given written notice in advance of the effective date of an amendment.

4. Describing the Agreement as "permanent" is intended solely to convey that the Agreement has no predetermined expiration date and does not need to be renewed. Such Agreements may be amended as necessary to ensure compliance with all federal requirements. The Agreement may be terminated by the SA and Institution or by the SA for reasons of cause if the Institution fails to adhere to Program requirements as outlined in CACFP Regulation 7 CFR 226 and Food and Nutrition Service (FNS) Instructions and Office of Management and Budget (OMB) Circulars. No termination, suspension or expiration of this Agreement shall affect the obligation of the Institution to maintain records and to make such records available for audit.

5. Failure to comply with established due dates for all Application and renewal information will result in lapse of claiming privileges and/or discontinuation from the CACFP.

6. The Institution has the right to appeal decisions made by the SA that affect their participation in the program or claim for reimbursement.

7. The SA, the United States Department of Agriculture (USDA), and other State or Federal officials have the right to make announced or unannounced reviews of Institution operations during their normal hours of child or adult care operations and that anyone making such review must show photo identification that demonstrates that they are employees of one of these entities.

8. Without waiving the limitations set forth in NRS Chapter 41, the Institution shall indemnify and hold the SA, its agency and employees, harmless from any loss, cause of action, liability, attorneys' fees or claim for damages or injury to persons or property arising out of the performance of this Agreement to the extent such liability, loss, or claims are caused by the result of the negligent or intentional acts or omissions of the Institution, its agents or employees.

THE INSTITUTION AGREES TO:

Governance and Fiscal

1. Comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226 (CACFP Regulations) and any other USDA-CACFP issued instruction, policy or guidance.

2. Show proof of federal tax exempt status at time of application. (For non-profit organizations only.)

3. Accept final administrative and financial responsibility to operate a non-profit food service program for total CACFP operations at all sites for which application has been made.

4. Comply with all state and local sanitation and health laws and regulations by maintaining proper standards of storage, preparation and service of food.

5. Assure that all participants are served the same meal at no separate charge regardless of race, color, national origin, sex, age, or disability and that there will be no discrimination in the course of the food service.

6. Submit claims for reimbursement to the SA according to the SA financial management policies.

7. Claim reimbursement only for meals served to enrolled and eligible CACFP participants.

8. Claim no more than two meals and one snack or two snacks and one meal per participant per day (except at At-Risk After School programs and Emergency Shelters; see page 4).

9. Prepare and/or order meals with the intent of serving no more than one meal per participant per meal service.

10. With NDE prior-approval, claim second meals only if the meals are served as complete meals with all required meal components. Reimbursement for complete second meals will be calculated at no more than 10% of the month's allowable meal count for each meal type. Second meals cannot be claimed for infant meals or meals served family style.

11. Allow representatives from the SA, USDA, USDA Office of Inspector General, and the Government Accountability Office to observe program operations and make records available to them for review or audit during hours of operation.

12. Comply with Audits of State and Local Governments and Non-Profit Organizations 7 CFR Part 3052, if during the Institution's fiscal year Federal funds expended from all programs total $500,000 or more.

13. Make corrections identified in program reviews or audits within the specified time period and send verification to the SA as requested.

14. Return identified overpayments as required to the SA according to an approved repayment schedule.

15. Understand and agree any publication prepared by the Institution using CACFP monies, including copyrighted materials, may be freely copied by the SA or other CACFP participating Institution via the Uniform Federal Assistance Regulations, 7 CFR 3015.175(b).

16. Abstain from using Federal funds to lobby Congress or any Federal agency.

17. Inform parents or guardians of children enrolled in CACFP facilities about the program and its benefits.

Application

18. Submit to the SA all documents for approval and renewal of the Agreement and Application as specified by the SA.

19. Maintain current licensing or approval or applicable health and safety inspections/permits/exemptions.

20. Provide the SA with immediate notification of any change in the program, including but not limited to change in owner, designated official responsible for oversight, license, or loss of records.

21. Obtain SA approval for any new site or program type prior to initiating CACFP operations.

22. Serve meals that meet nutrition requirements as specified in 7 CFR 226.20 and accept responsibility for monitoring meal service to ensure the meals conform to all requirements.

23. Record meal counts at the time of each meal service (point of service).

24. Follow procedures specified by regulations and appropriate FNS Instructions and OMB Circulars for procurement of food, equipment, and supplies.

25. Submit CACFP meal vendor contract(s) to the SA for approval before beginning program operations under the contract. (For vended programs only.)

26. Obtain supplies for meals prepared on site or at a central kitchen at the best price by comparison shopping several sources or formal bid process.

27. Ensure all sites have the capacity and facilities to manage meal service as required by the expected number of participants.

Records and Personnel Management

28. Maintain copies of menus for all meals for which reimbursement will be claimed.

29. Provide adequate supervisory and operational personnel to manage the CACFP.

30. Provide and document that training in CACFP procedures and responsibilities is given to staff at site(s) before beginning CACFP program operations. Document that additional CACFP training is provided at least once annually and that new designated officials complete online training, "Introduction to the CACFP" within 60 days.

31. Maintain complete and accurate records as required and prescribe by the SA for the CACFP and allow easy access to records for announced or unannounced on-site reviews.

32. Maintain records for three past fiscal years plus the current year, or until final resolution of any outstanding reviews or audits.

THE MULTI-SITE INSTITUTION ALSO AGREES TO:

Governance and Fiscal

1. Disperse CACFP payments from the SA to sites under its jurisdiction within five working days when sites are responsible for payment of own food service costs.

2. Retain no more than 15 percent of CACFP reimbursement for administrative expenses. (This does not apply to Day Care Home Sponsors and Independent Centers.)

3. Conduct and document pre-operational visit to each new site to verify the proposed food service is within the capability of the facility.

4. Certify all centers/sites under this agreement have the same legal identity, or for private non-profit Sponsors only, complete and submit the separate entity agreement to the SA if meals are claimed for a site or facility the Institution does not own.

5. Conduct and document monitoring reviews of food service operations to assess compliance with meal pattern, record-keeping, and other CACFP requirements.

   A. Reviews of sponsored centers: Reviews must be made at least three times each year at each center. In addition:
      (a) at least two of the three reviews must be unannounced;
      (b) at least one unannounced review must include observation of a meal service;
      (c) at least one review must be made during the center's first four weeks of Program operation; and
      (d) not more than six months may elapse between reviews.

THE PRIVATE FOR-PROFIT INSTITUTION ALSO AGREES TO:

Governance and Fiscal

1. Certify that during the month preceding the initial application or reapplication, all private, for-profit adult day care centers under its auspices received compensation through grants to the state under Title XIX or Title XX of the Social Security Act for at least 25 percent of the adults enrolled in care. (adult day care only)

2. Certify that during the month preceding the initial application or reapplication, all private, for-profit child care centers under its auspices received compensation from Title XX of the Social Security Act or free and reduced-price income statements for at least 25 percent of the children (enrolled or licensed capacity). (child care only)

3. Claim reimbursement for meals served in any private, for-profit center for any month during which the center received Title XIX or Title XX compensation for not less than 25 percent of enrolled participants. (adult day care only)

4. Claim reimbursement for meals served in any private, for-profit center for any month during which the center received Title XX compensation or free or reduced price income statements for not less than 25 percent of children (enrolled or licensed capacity). (child care only)

5. Certify all facilities under this agreement have the same legal identity as the Institution.

THE AT-RISK AFTERSCHOOL INSTITUTION ALSO AGREES TO:

Governance and Fiscal

1. Provide educational or enrichment activities, such as arts and crafts, homework assistance, life skills and computer or remedial education, in a structured, organized, and supervised environment.

2. Locate the site in the attendance area served by a school where at least 50 percent of enrolled children are certified for free and reduced-price meals.

3. Operate the program after the school day has ended within the regular school year including weekends, holidays, and breaks, except summer break. Sites located in an attendance area of a year-round school may operate and claim meals in the CACFP on a year-round basis.

4. Claim reimbursement for a maximum of one snack and/or one meal, per participant, per day.

5. Claim meals and snacks for all participants through 18 years of age at the free rate. However, if a student's nineteenth birthday occurs during the school year, reimbursement can be claimed for snacks served to that student during the remainder of the school year. Reimbursement may also be claimed for individuals, regardless of age, who are determined by the SA to be mentally or physically disabled.

THE EMERGENCY SHELTER INSTITUTION AGREES TO:

Governance and Fiscal

1. Claim reimbursement for meals or snacks only for children who are shelter residents.

2. Provide meals with the intent of serving no more than three meals or two meals and one snack or two snacks and one meal per child per day.

3. Provide and document all required components if infant meals are served in private family shelter quarters.

Records and Personnel Management

1. Maintain daily roster of children receiving meals, total meal counts by types and numbers of non-program meals.

THE ADULT CARE SERVICE INSTITUTION ALSO AGREES TO:

Governance and Fiscal

1. Claim meals for adult participants who are functionally impaired or 60 years of age or older.

2. Exclude from claims any meals for which Title III-C funds of the Older Americans Act are received.

THE DAY CARE HOME SPONSORING ORGANIZATION ALSO AGREES TO:

Governance and Fiscal

1. Claim meals for the provider's own or residential children only when income eligibility for program benefits has been documented and all other meal eligibility requirements are met.

2. Assure that there will be no identification of children in day care homes in which meals are reimbursed at both the Tier I and Tier II reimbursement rates and the sponsoring organization will not make any free and reduced price eligibility information concerning individual households available to day care homes and will otherwise limit the use of such information to persons directly connected with the administration and enforcement of the Program.

3. Charge no fee to the provider for CACFP administrative services.

4. Review child care homes. Reviews must be made at least three times each year at each day care home. In addition:
   (a) at least two of the three reviews must be unannounced.
   (b) at least one unannounced review must include observation of a meal service.
   (c) at least one review must be made during the day care home's first four weeks of Program operation.
   (d) not more than six months may elapse between reviews.

THE STATE AGENCY AGREES TO:

Governance and Fiscal

1. Comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226, CACFP Regulations and any other USDA-CACFP issued instruction, policy or guidance.

2. Provide technical and supervisory assistance to Institutions.

3. Reimburse child care centers, Head Start centers, outside-school-hours centers, youth development centers, at-risk afterschool centers, emergency shelters and adult care centers for meals based on a blended per meal rate of reimbursement. This is determined annually by multiplying the reimbursement rate for each category (free, reduced-price, above scale/no information) by the percentage of enrolled participants in each category.

4. Reimburse day care home sponsors for administrative costs according to the current administrative rates.

5. Promptly investigate complaints received or irregularities noted in connection with operating the CACFP and take appropriate action to correct irregularities.

6. Conduct periodic CACFP Program reviews of Institution; including site visits to assure compliance with 7 CFR 226, Nevada Revised Statutes and SA policies.

7. Issue a public media release annually in areas from which the agency draws participants to announce the availability of CACFP meal benefits.

Application

8. Process the Application, including this Agreement, for approval and renewal within 30 days of receiving a complete application.

9. Review Institution documents to ensure compliance by child care centers, Head Start centers, outside-school-hours centers, youth development centers, at-risk afterschool centers, emergency shelters, adult day care centers, and day care home providers with licensing and approval requirements.

10. Conduct pre-operational reviews before approving new Institutions to participate in the CACFP.

CIVIL RIGHTS

In addition to the Civil Rights information and responsibilities referred to in the sponsor application, the Institution must:

1. Ensure all forms of communication and printed materials describing meal preparation and service or CACFP benefits include the following CACFP nondiscrimination statement:

   "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

   To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."

2. In a place used by the general public, prominently display at the Institution's main office and at all sites (except day care homes), the "And Justice for All" nondiscrimination poster.

3. On request, make available (to the public and to potential and current participants) CACFP requirements and the complaint filing procedure in English and the second most used language.

NON DISCRIMINATION CLAUSE

THE PROGRAM APPLICANT HEREBY AGREES that it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352 Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, and all requirements imposed by the regulations of the Department of Agriculture (7CFR part 15, 15a and 15b), hereinafter collectively referred to as "Civil Rights Requirements" to the effect that no person in the United States shall on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Nevada Department of Education and HEREBY GIVES ASSURANCE that it will take any measure necessary to effect this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal Financial Assistance extended to the program applicant by the Nevada Department of Education. This includes any Federal rental of food service equipment or any other financial assistance agreement, arrangement or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or extended in reliance on the representations and agreements made in this assurance.

BY ACCEPTING THIS ASSURANCE, the Institution agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Civil Rights Requirements and permit authorized United States Department of Agriculture (USDA) personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Civil Rights Requirements. If there are any violations of this assurance, the Department of Agriculture Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Institution, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the Nevada Department of Education. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Institution.

CERTIFICATION STATEMENT

The Institution understands the Child and Adult Care Food Program must be administered in accordance with the Agreement and conditions of the initial Application, annual updates and renewals, Child and Adult Care Food Program Regulations 7CFR Part 226, and State Agency policies.

PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by the Institution before this Agreement is effective or after it ceases to be effective are performed at the sole risk of the Institution.

Owner or Designated Official: The individuals signing as the designated official have authority to commit the organization and SA to legal and binding agreements.

The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto and their respective successors, transferees, and assignees.

As the Institution representative, I HEREBY CERTIFY all information included in this agreement is true and correct. I understand that the information is given in connection with the receipt of Federal funds, that the Nevada Department of Education and USDA officials may verify information, and that deliberate misrepresentation will subject me to prosecution under applicable state and Federal criminal statutes.

Child and Adult Care Food Program Agreement
Certification and Signature Page

Only for Institutions *with* Board of Directors including Corporations:
Note: A Governing Board member *cannot* designate himself or herself as the *Designated Official unless the corporation only has one Board member.*

Carolyn G. Goodman, Mayor , the qualified member of, and acting on behalf of the Governing Board,
Name of Governing Board Member **Date of Birth**
certified that during a meeting held in Las Vegas, NV on October 19, 2011
City and State **Date of Meeting**
, this Governing board thoroughly read and approved the Agreement, as amended between the City of Las Vegas
Legal Title of the Institution
and the Nevada Department of Education, for the purpose of participating in the Child and Adult Care Food Program until one or both parties terminate the agreement as noted in Board minutes.

Stephen K. Harsin was designated by the Governing Board to sign and execute the
Name of Designated Official **Date of Birth**
Agreement as amended and agrees to comply with the administrative and financial responsibilities as stated in this Agreement. I further certify that this meeting was duly noticed, called, and convened, and was attended by a majority of the members of the Governing Board and that approval has not since been altered or rescinded.

Signature of Governing Board Member Authorized to Sign This Certification Page

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Only for Institutions *without* board of Directors

I, , have thoroughly read and approved the
Name of Sole Proprietor, Partnership, or Military Official **Date of Birth**
Agreement between the
Legal Title of the Institution
and the Nevada Department of Education, for the purpose of participating in the Child and Adult Care Food Program until one or both parties terminate the agreement. is approved to sign and execute the CACFP Agreement
Name of Designated Official **Date of Birth**
and agrees to comply with the administrative and financial responsibilities as stated in this Agreement.

Signature of Sole Proprietor, Partnership, or Military Official

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The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto and their respective successors, transferees, and assignees.

This Child and Adult Care Food Program agreement shall be effective upon the date of approval recorded below by NDE.

I hereby certify that all the information submitted in this packet is true and correct. I understand that this information is being given in connection with the receipt of federal funds; that the NDE or the USDA may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal criminal statutes.

AGREED TO AND SIGNED

City of Las Vegas	Nevada Department of Education
(Name of Institution	(State Agency Name)
(Signature, Designated Official)	(Signature, Director, Office of Child Nutrition and School Health)
Stephen K. Harsin	Donnell Barton
(Name, Please Type)	Name, Please Type)
Director of Parks, Recreation and Neighborhood Services	
(Title) (Date)	(Date)

FOR STATE AGENCY USE ONLY

Agreement Effective Date: _____

APPROVED AS TO FORM
Robert S. Sylvain 10-4-11
Robert S. Sylvain Date
Deputy City Attorney

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Special Event Alcoholic Beverage License for Cajun Connection, LLC, Location: Lola's, 241 West Charleston Boulevard, Suite 101, Date: October 22, 2011, Type: Special Event General, Event: 2nd Anniversary Party, Responsible Person in Charge: Melissa Quinn - 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 time is 11:00 a.m. - 11:00 p.m.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Special Event Beer/Wine License subject to the provisions of the fire and planning codes for Dahuru Motorcycle Club, Location: 624 H Street, Date: October 28, 2011, Type: Special Event Beer/Wine, Event: Annual Motorcycle Club Party, Responsible Person in Charge: Billy Wilson - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Special Event Beer/Wine License. Event time is 7:00 p.m. - 3:00 a.m. Estimated attendance is 100. Security provided by in house staff.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire and planning codes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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 Roman Catholic Bishop of Las Vegas, Location: St Francis de Sales Church, 1111 North Michael Way, Date: October 23, 2011, Type: Special Event General, Event: 9th Annual International Festival, Responsible Person in Charge: Anthony Terri - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Special Event General License. Event time is 9:00 a.m. - 10:00 p.m. Estimated attendance is 2,000. Security provided by Las Vegas Metropolitan Police Department.

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 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Beer/Wine/Cooler Off-sale License subject to the provisions of the planning code, Cecilia Tamio, dba CEZ Mini Mart, 5100 West Charleston Boulevard, Cecilia Tamio, Owner, 100% - 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 Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning code.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Eagle Rock Gaming, A Nevada Corporation, db at Quick G Mart, 4030 West Charleston Boulevard, Kimberly Riggs, Pres, 25%; Brian Becker, Treas, 25%; Sallie Becker, Dir, 25%; and Ernest Becker, Secy, 25% - 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 Slot Route Operator for a Restricted Gaming License for 5 slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the SNPLMA Project Nominations list for Round 13 funding from the Special Account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of this item is to identify parks, trails and open space projects to be submitted to the Bureau of Land Management (BLM) for consideration and possible funding through the Special Account established as a result of the Southern Nevada Public Lands Management Act. The projects are Floyd Lamb Park at Tule Springs Trail Access ($250,000) and Children's Memorial Park Splash Pad Water Feature ($250,000).

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
SNPLMA Special Account Nominations – Round 13

City Of Las Vegas, Nevada
Southern Nevada Public Lands Management Act (SNPLMA)
Special Account Nominations – Round 13
Parks, Trails and Natural Areas

SNPLMA Project Nominations	Tentative Costs
1. Floyd Lamb Park at Tule Springs - Trail Access	$250,000
2. Children's Memorial Park Splash Pad Water Feature	$250,000
Total:	$500,000

Project Descriptions:

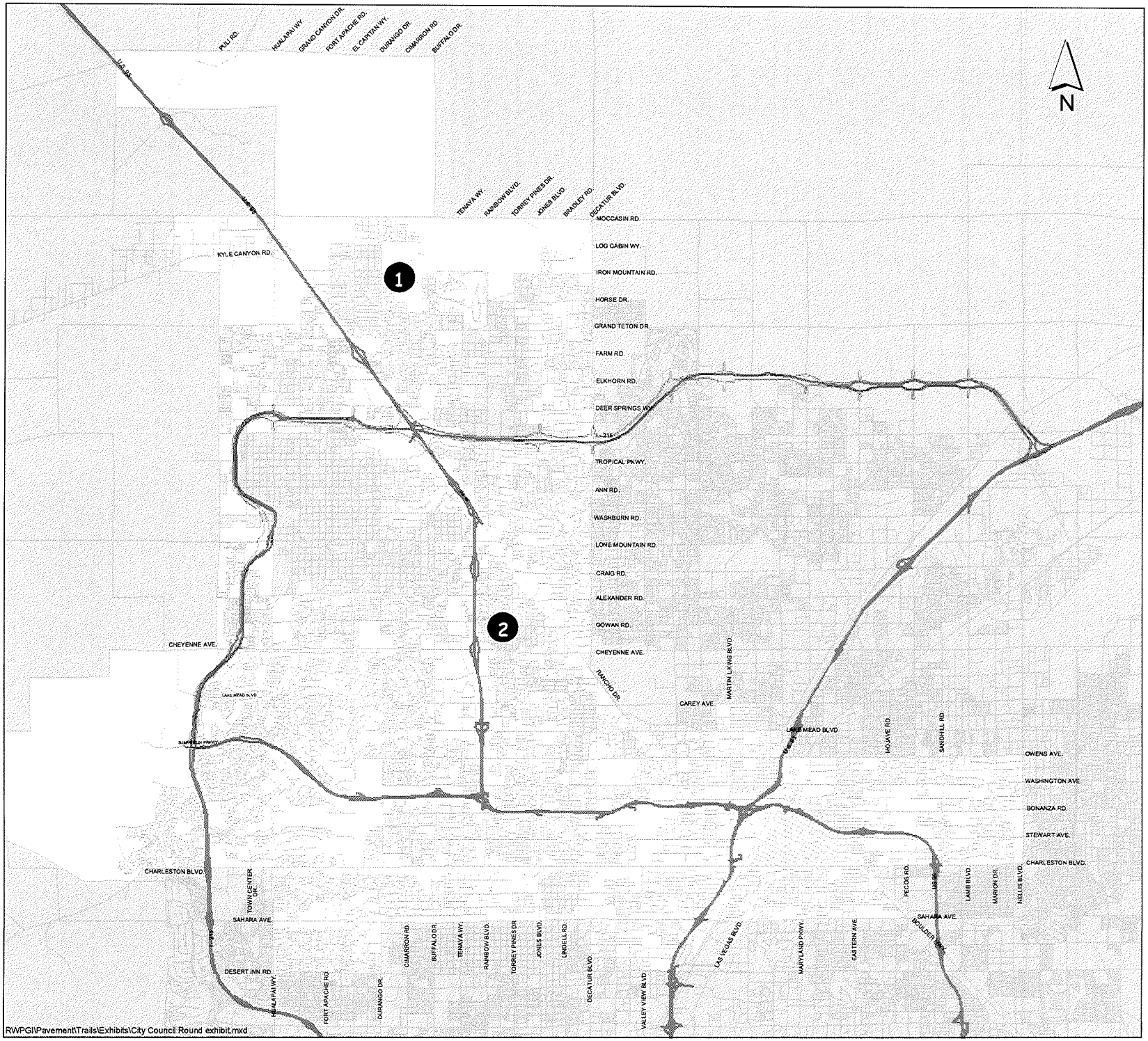
1. Floyd Lamb Park at Tule Springs - Trail Access

   The Floyd Lamb Park Master Plan adopted by the City in April 2007 was primarily created to define a preferred site plan alternative. Shown on the Master Plan are two environmental enhancement areas (EEA's) containing approximately four miles of trails that are currently being constructed at Floyd Lamb Park at Tule Springs with Clark County Regional Flood Control District (CCRFCD) and SNPLMA funding.

   The City of Las Vegas is now seeking SNPLMA funding for trail access from the Brent Lane entrance to the EEA trails and further into the park core to existing trails leading in and around the historic area, lakes and picnic areas.

2. Children's Memorial Park Splash Pad Water Feature

   The City of Las Vegas is requesting funding to provide a splash pad water feature at the Children's Memorial Park located at Gowan Road and Torrey Pines Drive. A water feature at this park would be an ideal location since existing parks that offer non-pool water features are 9-miles apart leaving a vastly underserved area for this type of feature.



SNPLMA Round 13

Proposed Projects Location Map

1. Floyd Lamb Park at Tule Springs Trail Access
2. Children's Memorial Park Splash Pad Water Feature

CITY OF LAS VEGAS NEVADA

Public Works

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

September 2011

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Fourth Supplemental Interlocal Contract LAS22G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to September 30, 2012 for Elkhorn Springs and Buffalo Storm Drain – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On July 12, 2007 the Regional Flood Control District entered into an Interlocal contract with the City of Las Vegas to provide funding for engineering design, right-of-way and environmental mitigation for the Elkhorn Springs and Buffalo Storm Drain project. On February 14, 2008, a First Supplemental Interlocal Contract was approved to increase funding for design engineering. On January 8, 2009, a Second Supplemental Interlocal Contract was approved to increase funding for engineering design and extend the project completion date. On May 20, 2010 a Third Supplemental Interlocal Contract was approved to extend the project completion date. This Fourth Supplemental Interlocal Contract will extend the project completion date to September 30, 2012 to allow for project close out. The CCRFCD approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS22G07

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

ELKHORN SPRINGS AND BUFFALO STORM DRAIN

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 11th day of August, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Structure Numbers EKBU 0000, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on July 12, 2007, February 14, 2008, January 8, 2009 and May 20, 2010; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley;

WHEREAS, the CITY wishes to extend Project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to September 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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The remainder of the Interlocal Contract dated July 12, 2007, the First Supplemental Interlocal Contract dated February 14, 2008, the Second Supplemental Interlocal Contract dated January 8, 2009 and the Third Supplemental Interlocal Contract dated May 20, 2010 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 8/29/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

August 11, 2011

Regional Flood Control District

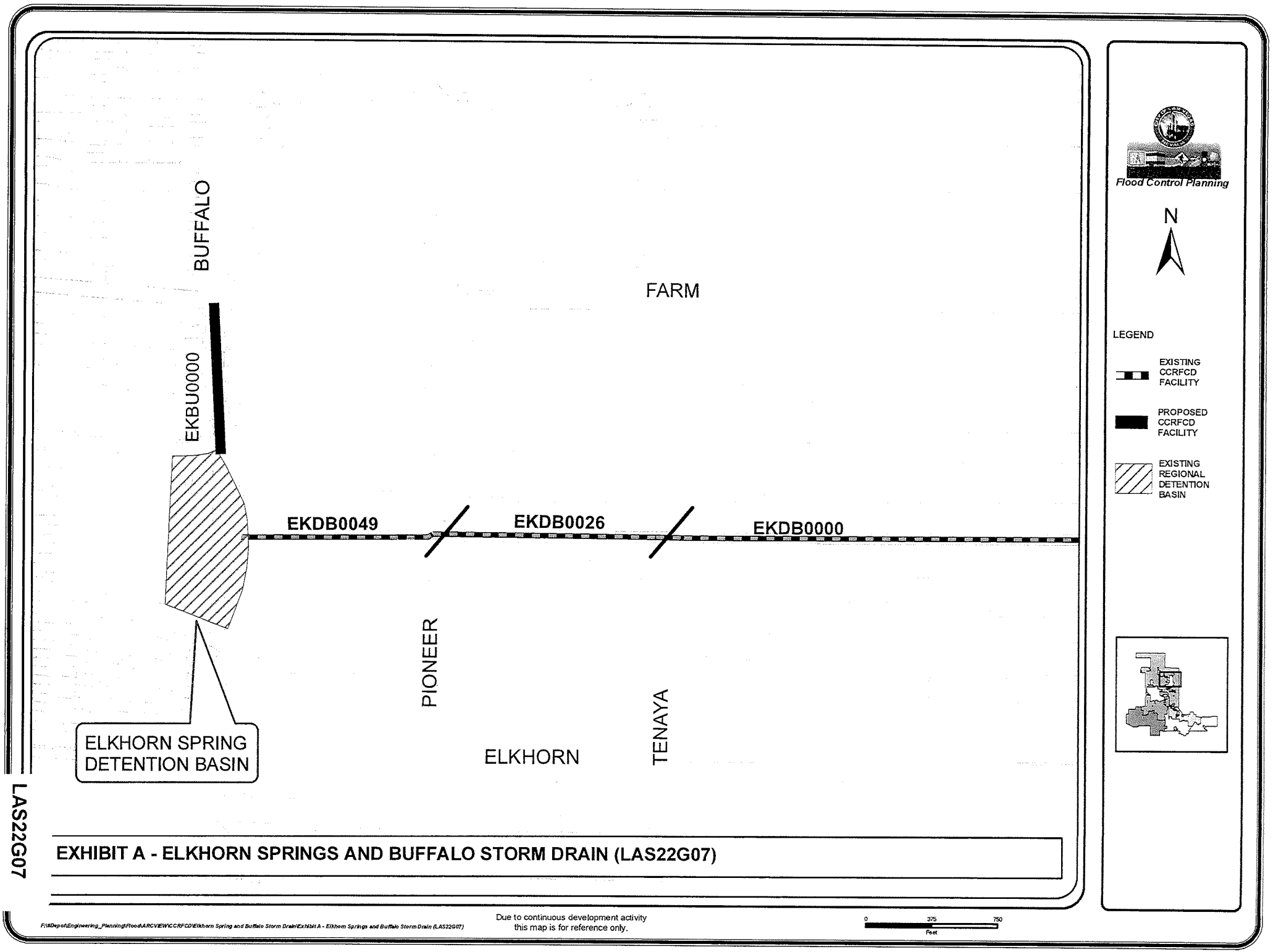
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: 8/11/11
Christopher Figgins Date
Chief Deputy District Attorney



LAS22G07

EXHIBIT A - ELKHORN SPRINGS AND BUFFALO STORM DRAIN (LAS22G07)

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Due to continuous development activity
this map is for reference only.

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City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Second Supplemental Interlocal Contract LAS22P09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to September 30, 2012 for the Elkhorn Springs and Buffalo Storm Drain – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On June 11, 2009 the CCRFCD entered into an Interlocal Contract with the City to provide funding for construction and construction management for the Elkhorn Springs & Buffalo Storm Drain. On May 20, 2010 a First Supplemental Interlocal Contract was approved to decrease funding and extend the project completion. This Second Supplemental Interlocal Contract will extend the project completion date to September 30, 2012 to allow for project close out. The CCRFCD approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS22P09

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

ELKHORN SPRINGS & BUFFALO STORM DRAIN

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 11th day of August, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update, as facility EKBU 0000 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, an Interlocal Contract dated June 11, 2009 and First Supplemental Interlocal Contract dated May 20, 2010 were entered into between the DISTRICT and the CITY; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the CITY wishes to extend the Project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to September 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the Interlocal Contract dated June 11, 2009 and the First Supplemental Interlocal Contract dated May 20, 2010 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 8/29/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

August 11, 2011

Regional Flood Control District

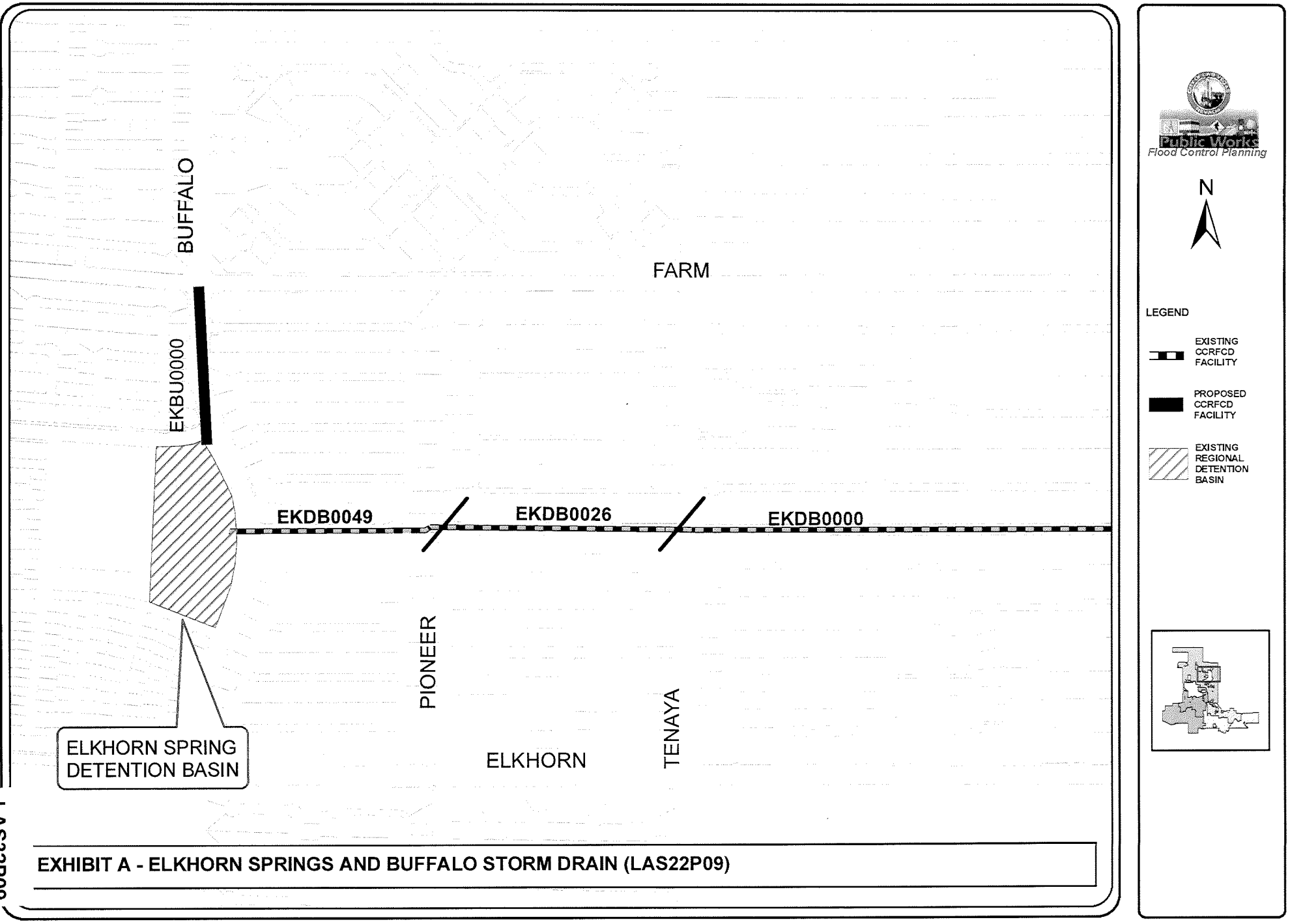
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 8/11/11
Christopher Figgins Date
Chief Deputy District Attorney


BUFFALO
FARM
EKBU0000
EKDB0049
EKDB0026
EKDB0000
PIONEER
TENAYA
ELKHORN
ELKHORN SPRING
DETENTION BASIN
Public Works
Flood Control Planning
N
LEGEND
EXISTING CCRFCD FACILITY
PROPOSED CCRFCD FACILITY
EXISTING REGIONAL DETENTION BASIN
LAS22P09
EXHIBIT A - ELKHORN SPRINGS AND BUFFALO STORM DRAIN (LAS22P09)
F:\#Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\Elkhorn Spring and Buffalo Storm Drain\Exhibit A - Elkhorn Springs and Buffalo Storm Drain (LAS22P09)
Due to continuous development activity this map is for reference only.
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City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Sixth Supplemental Interlocal Contract 516f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $100,000 for Jones Boulevard, Elkhorn Road to Horse Drive – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Regional Transportation Commission (RTC) entered into an Interlocal Contract with the City of Las Vegas on August 11, 2005 and Supplemental Interlocal Contracts dated November 9, 2006, March 8, 2007, July 10, 2008, and January 21, 2009 for the construction, design, and acquisition of roadway improvements for the Jones Boulevard, Elkhorn Road to Horse Drive project. This Sixth Supplemental Interlocal Contract will decrease the funding in the amount of $100,000. Total amount of project funding will not exceed $7,225,000. The RTC approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 516f

SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT
JONES BOULEVARD, ELKHORN ROAD TO HORSE DRIVE

THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT, 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 November 9, 2006, March 8, 2007, July 10, 2008, November 13, 2008 and October 14, 2010 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Jones Boulevard, Elkhorn Road to Horse drive, being located totally within the CITY; and,

WHEREAS, the RTC previously granted extension of completion and a "Revised Authorization to Proceed" for construction, engineering, right-of-way other and right-of-way acquisition; and,

WHEREAS, the CITY desires to decrease 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, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed $7,225,000 which includes all of the above items.

2. A revised "Authorization to Proceed" will be issued for construction at a cost not to exceed $6,079,000, engineering design at a cost not to exceed $1,040,000, right-of-way acquisition at a cost not to exceed $40,000, and right-of-way other at a cost not to exceed $66,000, 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 11, 2005, First Supplemental Interlocal Contract dated November 9, 2006, Second Supplemental Interlocal Contract dated March 8, 2007, Third Supplemental Interlocal Contract dated July 10, 2008, Fourth Supplemental Interlocal Contract dated November 13, 2008 and Fifth Supplemental Interlocal Contract dated October 14, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, this Sixth Supplemental Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

August 11, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Jecia Hutchinson

JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

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.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Rule 9 Line Extension Agreement No. 5433 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 107 at Del Webb Boulevard and Sundial Drive ($37,044 - Fire Services – Fund Balance) - Ward 4 (Anthony)

Fiscal Impact

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

Amount: 37,044
Funding Source: Fire Services – Fund Balance
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 107.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement No. 5433

NVEnergy.

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 5433
PID: 0000194474
Date Prepared: 08/09/2011

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 57 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled CLV FIRE STATION #107 and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$29,311.00**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$37,044.00**, 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 **$24,316.00**. 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 **$8,486.00**. 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 **$4,242.00**. 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 **$7,695.00** ("**Estimated Line Extension Project Allowance**"). Applicant's Initial Allowance is **$4,995.00**. 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 **$36,044.00**. 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 0000194474 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: not applicable
Telephone No.: 000-229-2096
Fax No.: 000-464-5704
Email Address: not applicable

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 DEL WEBB BLVD & SUNDIAL DR. and further described as being within 13817310002.

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 08/09/2011.

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.: 5433
PID: 0000194474
Date Prepared: 08/09/2011

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

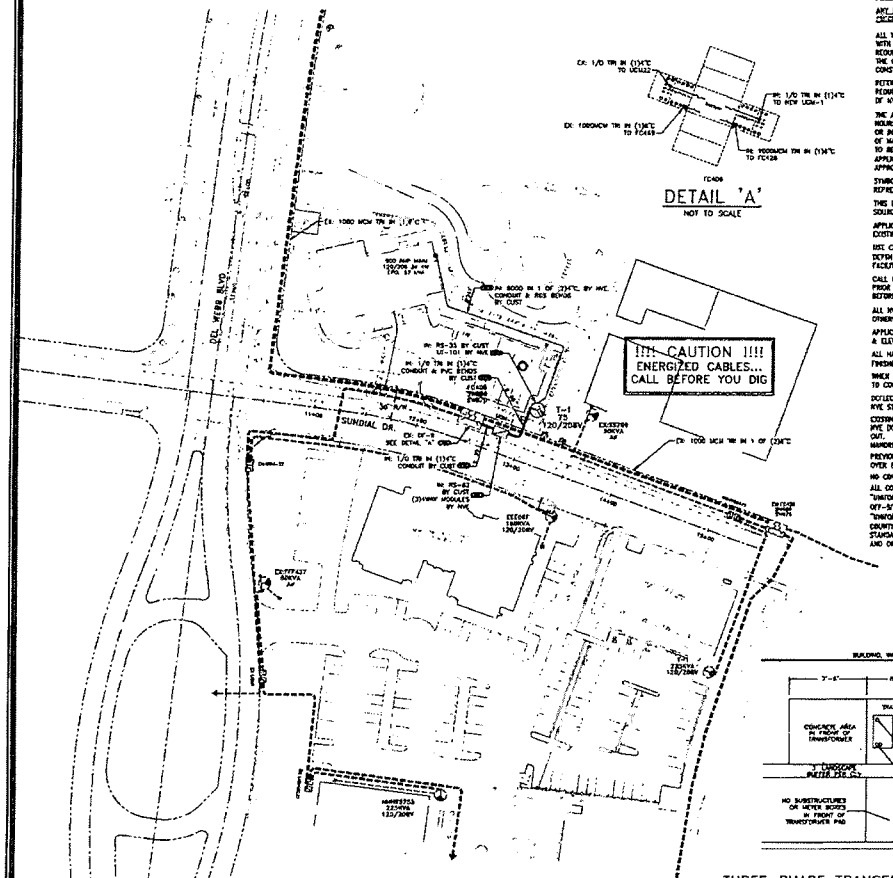
Title: _____

Date: _____

Approved as to form
John S. Ridilla 9/21/11
John S. Ridilla Date
Deputy City Attorney

Exhibit A
Design

[Attached]



DETAIL 'A'
NOT TO SCALE

THREE-PHASE TRANSFORMER LOCATION DETAIL

SIDEWALK TRENCH DETAIL

TRENCH DETAIL

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. MAIN 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 UTILITY EQUIPMENT PRIOR TO COMMENCING CONSTRUCTION.

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 INSPECTIONS 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.

WHILE 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 OUT. IF UNSURE OF 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

T.R.S: 20&0-18

APN: 138-17-301-001

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. OCP-105.
- THREE PHASE PRIMARY POLE RISER PER NVE U.G. STD. OCP-106.
- SECONDARY RISER PER NVE U.G. STD. SSP-2.
- SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE AS NOTED, 7200-120/240V, PER NVE U.G. STD. UT-105.
- (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-107, WHERE APPLICABLE.
- (2) 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-109, WHERE APPLICABLE.
- THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE & VOLTAGE AS NOTED, PER NVE U.G. STD. UT-101, WHERE APPLICABLE.
- TERMINATION OF ALL MODULES, MAKES, SPLICES AND FINAL CONNECTIONS.
- NVE TO CUT 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.

APPLICANT TO FURNISH AND INSTALL:

- ALL TRENCHING & BACKFILL, MEETING APPLICABLE NVE STANDARD (RT-7 OR RT-12).
- 4" PLASTIC CONDUIT, PER NVE U.G. STD. RC-1 AND RC-2.
- 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS. (IF CONDUIT LENGTH IS UNDER 10M')
- 4" RGS BENDS (90°, 45°) WITH 36" MINIMUM RADIUS, TAPED OR PVC COATED. (IF CONDUIT LENGTH IS OVER 10M')
- COUPLING FOR 3", 4", OR 6" CONDUITS (AS APPLICABLE).
- ALL SERVICE CONDUIT – 4" MINIMUM SDR13 PVC GRAY (INSERT PIPE REQUIRED) WITH 8/32" POLYPROPYLENE PULL LINE WITH A MIN. BREAKING STRENGTH OF 1250 lbs.
- 3'-6" X 4'-1" X 4' SPLICE PULLBOX PER NVE U.G. STD. RS-60.
- 3' X 3' X 4' PULLBOX PER NVE U.G. STD. RS-62.
- PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. STD. RS-19 AND RS-5.
- PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RS-20 AND RS-5.
- PAD FOR (3) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RS-21 AND RS-5.
- PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. RS-35, RS-37, RS-40 OR RS-41, AND RS-5.
- VEHICLE PROTECTIVE BARRIERS PER NVE W.O. STD. RS-6, WHERE APPLICABLE.

PURPOSE OF PROJECT:
SERVE NEW FIRE STATION #107
800A 120/208V 3PH PANEL
EPD: 57KVA

CITY OF LAS VEGAS
PERMIT REQUIRED

CONTACT CITY LAND DEVELOPMENT SERVICES CLV CONSTRUCTION SERVICES STAFF 36 HOURS/3 WORKING HOURS PRIOR TO COMMENCING CONSTRUCTION (486-5999)

NUMBER: _____ DATE: _____

NVE INSPECTION MUST BE SCHEDULED BY CONTRACTOR 48 HOURS PRIOR TO COMMENCING CONSTRUCTION (486-5999)

LAS VEGAS VALLEY WATER DISTRICT PERMIT REQUIRED

CONSTRUCTION/INSPECTION REQUIREMENTS

APPROVED FOR CONSTRUCTION

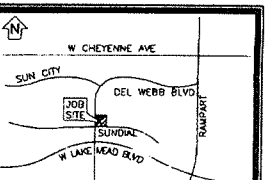
THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL _____ DATE _____

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/ROW		
CURB		
EDGE OF PAVEMENT		
EDGE OF SIDEWALK		
SEWER LINE *	FS	FS
WATER LINE *	FW	FW
GAS LINE *	FG	FG
TELEPHONE LINE *	FT	FT
CABLE TV LINE *	FCTV	FCTV
STORM DRAIN LINE *	FSD	FSD
FIRE HYDRANT		
STREET LIGHT		
UTILITY LIGHT SERVICE		

* LABELED UPSIZED WHERE CONFLICT EXISTS WITH NVE FACILITIES



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.

Call before you dig
CALL BEFORE YOU DO OVERHEAD
Call 811
CALL 1-702-402-2929
1-800-227-2600
1-702-455-7541

REVISIONS

NO.	DESCRIPTION	DATE	C.A.

TYPE OF EASEMENT:
ACTUAL
STANDARD
R/W-31
UNDERGROUND
AS BUILT UNDERGROUND
N.D.C./N/W-3-COM
3rd PARTY
UNDERGROUND BY OWNER
(N-902) PERMIT
(BLM) PERMIT
RAILROAD-UPRR-PERMIT
SO. NEVADA WATER PERMIT
NOT REQUIRED
MISC. NOTE

JPA NOTES:
EMBARQ CONTACT: _____
PHONE NUMBER: _____
DATE OF CONTACT: _____
___ TO SET NEW POLES
___ TO STAKE NEW POLES
___ TO PROVIDE ___ POLES
___ FT. CLASS ___
___ FT. CLASS ___
___ FT. CLASS ___
___ TO DIG POLE HOLES
___ TO REMOVE EX. POLES
JPA#: _____ M/A

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: STEVE TERRY
PHONE: 702/402-6789
DESIGNER: LUIS C MONTOYA
DCA: _____
INSPECTOR: 402-3008
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS NORTH

CUSTOMER INFORMATION:
APPLICANT: SUNCITY SUMMERLIN
ENGINEER: COMFORT ENGINEERING
CONTACT: MEHL ALMOGELA 702/367-0892
APPROVAL DATE: 07/12/2011

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: _____

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NPC METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy

CLV. FIRE STATION #107
DEL WEBB BLVD & SUNDIAL DR.

PROJ. ID: 194474	SCALE: 1" = 50'
SHEET #: 1 OF 1	DATE: 12/06/2010

Sharing of this drawing and the information contained herein shall be subject to individuals who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.

Exhibit B

Cost Worksheet

[Attached]

Cost Worksheet ("Exhibit – B")

NVEnergy.

Project ID :	0000194974	Project Title :	CLV FIRE STATION #107
Units :	1	KVA :	57
Contract Type :		NVEnergy Contact :	Steve Terry
Estimate Version :	1	Estimate Request Number :	14171

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	10,706.00	10,706.00	0.00	0.00
Material & Overhead	18,605.00	18,605.00	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	29,311.00	29,311.00	0.00	0.00

Advance Calculation

Refundable

Applicant Cost Subject to Refund	29,311.00
Proportionate Share	0.00
Proportionate Share Waived	0.00
Refund Subject to Allowance & Excess Salvage	29,311.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00
Current Allowance	4,995.00
Total Applicant Refundable Cost After applying salvage	24,316.00

Non-Refundable

A

Applicant Non-Refundable Cost	0.00
(Subject to Salvage Credit & Not Subject to Excess Allowance)	
Salvage Credit to be applied	
Excess Salvage Credit to be applied from B	0.00
Applicant Non-Refundable Cost	0.00
(Not Subject to Excess Allowance After applying Salvage Credit)	

B

Applicant Non-Refundable Cost	0.00
(Subject to Salvage Credit & Excess Allowance)	
Salvage Credit to be applied	
Excess Salvage Credit to be applied from A	0.00
Applicant Non-Refundable Cost	0.00
(Subject to Excess Allowance After applying Salvage Credit)	
Excess Allowance	0.00
Applicant Non-Refundable	0.00
(After applying Excess Allowance and Salvage Credit)	
Total Non-Refundable	0.00

Cost Worksheet (Exhibit – B)

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		Current Tax Rate	34.9000
Non-Taxable Advance	0.00	Total Non-Taxable	0.00
Taxable Advance	24,316.00	Total Taxable (Less Tax)	24,316.00
Tax	8,486.00	Total Tax	12,728.00
Total Advance Subject to Refund	32,802.00	**Total Contract Amount**	37,044.00
		(subject to credits)	
Non-Refundable Advance			
Non-Taxable Advance	0.00		
Taxable Advance	0.00		
Tax	0.00		
Substructures Tax	4,242.00		
Total Non-Refundable Advance	4,242.00		
Total Contract Amount (subject to credits)	37,044.00		
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	10.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance	1,000.00		
Total Applicant Advance/Credit	36,044.00		

Exhibit C

Allowance Worksheet

[Attached]

Allowance Worksheet ("Exhibit – C")

NVEnergy

Project ID : 0000194474 **Project Title :** CLV FIRE STATION #107 **Short Life Years :** N/A

Total Proposed Allowance $ 7,695.00

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		57.00	kVA	X	64.91%	=	37.00	X	$ 135.00	X	N/A	=	$ 4,995.00

Total Initial Allowance $ 4,995.00

Remaining Project Allowance $ 2,700.00

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		57.00	kVA	X	35.09%	=	20.00	X	$ 135.00	X	N/A	=	$ 2,700.00

Total Potential Future Allowance $ 2,700.00

Allowance Worksheet ("Exhibit – C")

NVEnergy

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.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Interlocal Contract 12-032 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for implementation of Bicycle Lane/Route Improvements Project – All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $68,000
Funding Source: Traffic Improvements CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
This Interlocal Contract 12-032 applies to the improvements associated with the implementation of bicycle lanes and/or routes along the roadway segments identified in Exhibit A – Scope of Services. The project includes pavement markings, signage and other related traffic control devices as warranted. Total cost of the contract shall not exceed $68,000. The RTC approved this contract at their September 8, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract 12-032

INTERLOCAL CONTRACT
BICYCLE LANE/ROUTE IMPROVEMENT PROJECT

THIS INTERLOCAL CONTRACT made and entered into this 8th day of September, 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 create well marked bicycle lanes and/or routes with pavement markings, signage and any other necessary traffic control devices, hereinafter referred to as the "PROJECT", has been approved by the Regional Transportation Commission of Southern Nevada; and

WHEREAS, the CITY desires to complete the PROJECT in accordance with the conditions set forth herein; and

WHEREAS, the CITY has identified a number of existing roadway segments on which to install new bicycle lanes and/or routes; and

WHEREAS, the CITY has determined that the proposed bicycle lane and/or route segments are located on existing routes to schools and public recreational facilities; and

WHEREAS, the CITY has the ability to incorporate the installation of such facilities with its own roadway maintenance activities; and

WHEREAS, the RTC has determined that the installation of the new bicycle lane and/or route segments will bolster the connectivity of the region's bicycle facility network; and

WHEREAS, the RTC has entered into an Interlocal Contract with the Southern Nevada Health District to assist in increasing active transport and physical activity by creating and/or completing well marked bike lanes/routes and installing appropriate signage.

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

The PROJECT improvements will provide for the implementation of bicycle lanes and/or routes along the roadway segments identified in Exhibit A – Scope of Services. The PROJECT includes pavement markings, signage and other related traffic control devices.

SECTION II: PROJECT COSTS

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 materials and installation shall not exceed $68,000.00

2. "Authorization to Proceed" will be granted for implementation with reimbursement for CITY material costs related to striping and signage in an amount not to exceed $68,000.00 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.

SECTION III: GENERAL

1. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

2. 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.

3. Upon completion of the installation of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

4. The PROJECT must be completed to the satisfaction of the RTC prior to December 31, 2011. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

5. 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 installation 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.

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

09-08-2011

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form:

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 9/29/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A
SCOPE OF WORK

The purpose of this PROJECT is to increase active transport and physical activity by creating and/or completing well marked bicycle facilities along primary routes to schools that also connect to public recreational facilities and transit routes. Accordingly, the CITY will purchase and install bicycle lane and/or route pavement marking materials, signage and other related traffic control devices. The proposed roadway segments noted below will bridge gaps in the respective corridors and increase the continuity and interconnectivity of the region's bicycle facility network.

Eugene Avenue from Tenaya Way to Rock Springs Drive; and Rock Springs Drive from Smoke Ranch Road to Eugene Avenue (length 0.5 miles): these roadway segments are primary routes to school for Cimarron Memorial High School and the Betty Wilson Soccer Complex. They also connect to a transit line and existing bike lanes on Smoke Ranch Road.

Lorenzi Road from Charleston Boulevard to Westcliff Drive; Celeste Avenue from Lorenzi Road to Torrey Pines Drive; and Elton Avenue from Torrey Pines Drive to Jones Boulevard (length 2.1 miles): these roadway segments are the primary routes to school for Adcock Elementary School and Garside Middle School. They also connect to existing bike lanes on Torrey Pines, Upland, and the new Bonanza Trail. In addition they connect to transit lines on Jones Boulevard and Charleston Boulevard.

Richfield Boulevard from El Camino Road to Milo Way (length 0.65 miles): this roadway segment is the primary route to school for Bell Elementary School and also connects to the Sahara Avenue transit line.

Park Vista Drive / Vista Run Drive between Carriage Hills Drive and Vista Center Drive (length 3.0 miles): these roadway segments are the primary routes to school for Givens Elementary School, Palo Verde High School, Sig Rogich Middle School, the Summerlin Sports Park, and various other Summerlin Parks.

Monroe Avenue from Lamb Boulevard to Nellis Boulevard (length 1.0 miles): this road segment is the primary route to school for Ira J. Earl Elementary School and also connects to bike lanes on Marion Drive and transit routes on Lamb Boulevard and Nellis Boulevard.

Searles Avenue from Bruce Street to Arthur Avenue; and Arthur Avenue from Owens Avenue to Mojave Road (length 1.25 miles): these road segments are the primary routes to school for Bracken Elementary School and Rancho High School. They also connect to planned bike lanes on Mojave Road and Bruce Street.

Harris Avenue from Eastern Avenue to Mojave Road (length 0.55 miles): this road segment is the primary route to school for Lunt Elementary School, Cambeiro Elementary School, as well as Freedom Park. They also connect to planned bike lanes on Mojave Road.

Campbell Road from Alexander Avenue to Cheyenne Avenue (length 1 miles): this road segment is the primary route to school for Garehime Elementary School and also connects to Garehime Heights Park

James Bilbray Drive between Smoke Ranch Road and Leonard Avenue; and Balzar Avenue between Rainbow Boulevard and Torrey Pines Drive (length 1 mile): these road segments are the primary routes to school for Fong Elementary School. They also provide connectivity to transit routes on Smoke Ranch Road and Rainbow Boulevard.

Horse Drive from Racel Street to El Capitan Way; and Iron Mountain Road from El Capitan Way to Fort Apache Road (length 1 mile): these road segments are the primary routes to school for Bilbray Elementary School, Scherkenbach Elementary School, Indian Hills Park (Future), and Iron Mountain Neighborhood Park.

*Actual length of improvements to be installed in each segment based on existing facilities and program of projects to be completed by the City of Las Vegas.

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Interlocal Contract 687 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design for Main Street, US-95 to Owens Avenue - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $135,000
Funding Source: Road & Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
This Interlocal Contract 687 applies to the design improvements associated with Main Street, US-95 to Owens Avenue project. The basic improvements include roadway widening, sidewalks, L-curbs, full-width paving, improved street lighting, pavement markings and signing, drainage facilities, and traffic signal systems as warranted. Total cost of the contract shall not exceed $135,000. The RTC approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract 687

INTERLOCAL CONTRACT
MAIN STREET, US-95 TO OWENS AVENUE

THIS INTERLOCAL CONTRACT 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, purchase right-of-way, perform construction inspection and construct roadway improvements for the Main Street, US-95 to Owens Avenue, located wholly within the CITY has been approved by the Regional Transportation Commission of Southern Nevada.

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 Main Street, US-95 to Owens Avenue. The basic improvements include sidewalks, L-curbs, full-width paving, improved street lighting, pavement markings and signing, drainage facilities, and traffic signal systems as warranted.

SECTION II: PROJECT COSTS

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 acquisition, utility relocation and construction shall not exceed $135,000.

2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed $130,000, for right-of-way other in an amount not to exceed $5,000 at the time written "Authorization to Proceed" is received from the RTC.

3. A supplemental interlocal contract and a separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III: GENERAL

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, 2015. 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.

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IN WITNESS WHEREOF, this Interlocal Contract 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

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a First Supplemental Interlocal Contract LAS28B11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to change the funding source from the City to the CCRFCD for Oakey Drain – Cahlan Drive to Barnard Drive ($5,286,000 – Road and Flood Capital Project Fund [CPF]) – Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,286,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On March 10, 2011, the Board set a priority for funding for the subject project. On May 19, 2011, the CCRFCD and the City of Las Vegas entered into an Entity Advance Funding Interlocal Contract for construction and construction engineering in the amount of $5,286,000. Funding became available for this project in July 2011. This First Supplemental Interlocal Contract will change the funding source from the City to the CCRFCD and provide for reimbursement for expenses incurred by the City after March 10, 2011. The total cost of the contract shall not exceed $5,286,000. The CCRFCD approved this contract at their July 14, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Supplemental Interlocal Contract LAS28B11

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

OAKEY DRAIN – CAHLAN TO BARNARD

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of July, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update, as facilities FWOK 0076 and 0100 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, on March 10, 2011, a priority for funding was set for the PROJECT; and

WHEREAS, on May 19, 2011, the DISTRICT and the City of Las Vegas entered into an Entity Advance Funding Interlocal Contract for construction; and

WHEREAS, the DISTRICT now has sufficient funds for this PROJECT and is able to meet its obligation to fully fund the PROJECT; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to construction and construction management associated with the Oakey Drain – Cahlan to Barnard. The basic improvements shall consist of drainage facilities including reinforced concrete boxes,

pipes, channels, channel access, collection facilities and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management at a cost not to exceed $346,000.

2. Construction at a cost not to exceed $4,940,000.

3. The total cost of the contract shall not exceed $5,286,000 which includes all of the items described in the paragraphs above.

4. Sufficient DISTRICT funds are now available for the PROJECT. Therefore, the DISTRICT is able to meet its obligation to fully fund the PROJECT and reimburse the CITY for advanced PROJECT costs, without interest, for eligible PROJECT costs incurred after March 10, 2011.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.

2. The CITY will use its best efforts to award the bid for this project by July 2011. Prior to submission of the first payment request, the Entity will submit to the DISTRICT a construction schedule and cash flow projection. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated

with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the DISTRICT. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.

3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.

5. The CITY will require appropriate financial security for the construction of the PROJECT.

6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
    b. Pre-design Engineering (all work prior to design, excluding right-of-way)
    c. Design Engineering

d. Construction Engineering
e. Construction (all work after award of construction contract)
f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media or an electronic format.

12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

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15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 18, 2015. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 8/9/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

July 14, 2011

Regional Flood Control District

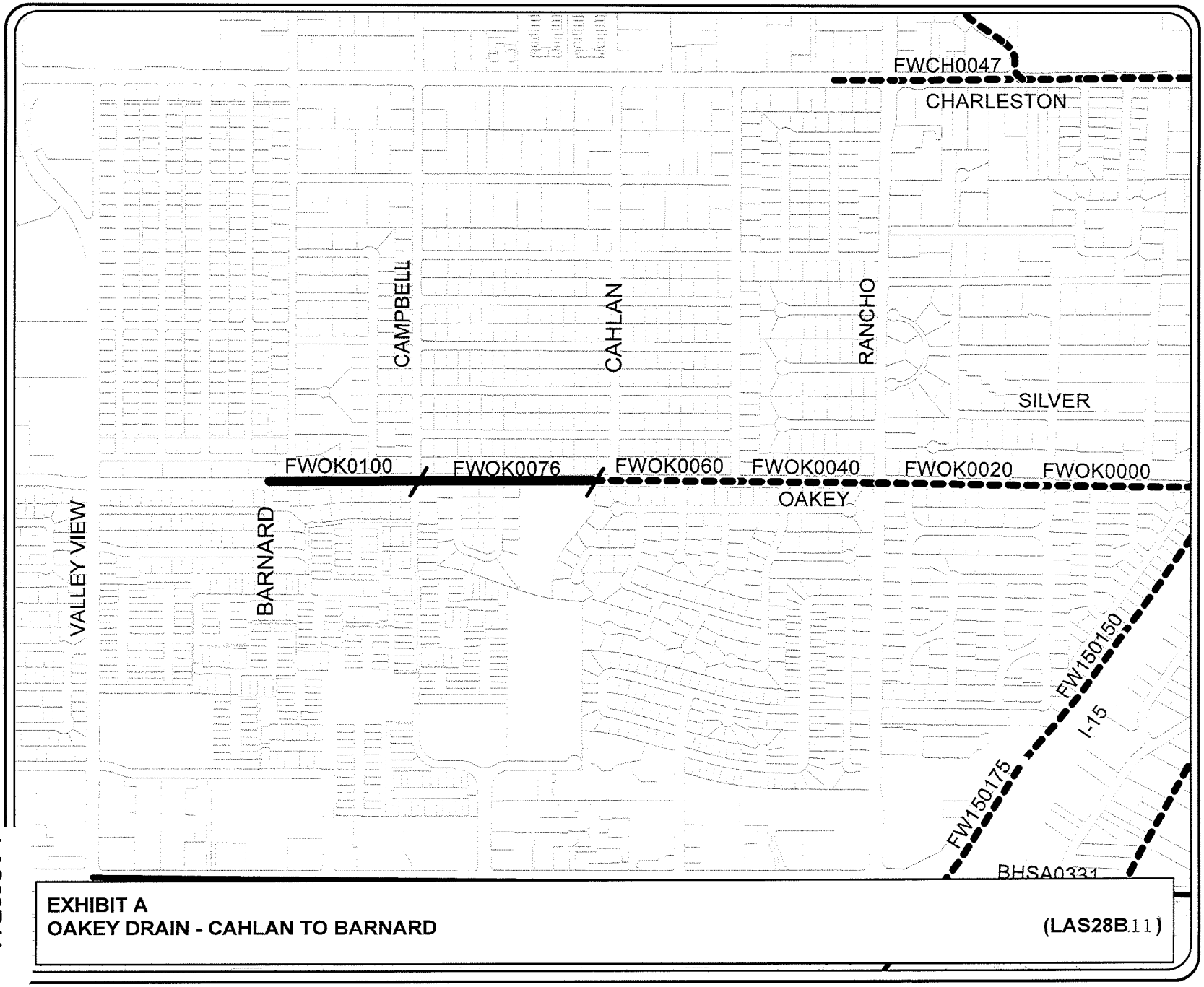
By: Lawrence L. Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 7/14/2011
Christopher Figgins Date
Chief Deputy District Attorney



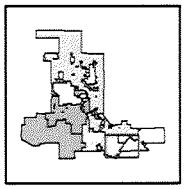
Public Works
Flood Control Planning

N

LEGEND

PROPOSED REGIONAL STORM DRAIN FACILITY

EXISTING STORM DRAIN FACILITY



LAS28B11

EXHIBIT A
OAKEY DRAIN - CAHLAN TO BARNARD **(LAS28B11)**

F:\MDepot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - OAKEY DRAIN - Cahlan Drive to Barnard Drive (LAScccccc)_21011.mxd

Due to continuous development activity this map is for reference only.

0 470 940
Feet

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding a Disposition and Development Agreement by and among City Parkway V, Inc., a Nevada nonprofit corporation, and The Smith Center for the Performing Arts, a Nevada nonprofit corporation, for Parcel M3, regarding a private park located at 464 Symphony Park Avenue in Symphony Park ($500,000 – Symphony Park Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,000
Funding Source: Symphony Park Capital Projects Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
1) The purpose of the Disposition and Development Agreement (DDA) is conveyance of the site to The Smith Center for the Performing Arts (PAC) for the construction and operation by PAC of a private park for public benefit. 2) AS-IS Conveyance: City Parkway V, Inc., (CPV) is making no representations or warranties regarding environmental conditions or any other condition of the site. 3) CPV agrees to contribute up to $500,000 for the remediation of any excavated contaminated soils. 4) Close of escrow shall occur no later than December 1, 2011 (APN 139-34-211-001).

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Disposition and Development Agreement
2. Site Map

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "*Agreement*") is entered into as of the ____ day of _____, 2011 by and between CITY PARKWAY V, INC., a Nevada nonprofit company ("*CPV*"), and THE SMITH CENTER FOR THE PERFORMING ARTS, a Nevada nonprofit corporation ("*PAC*"). CPV and PAC are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

WHEREAS, CPV and PAC have entered into that certain Memorandum of Understanding dated July 7, 2010 (the "*MOU*") setting forth their agreements concerning the conveyance by CPV to PAC of the Site (defined below) which is located within that certain master planned development located in downtown Las Vegas, Nevada and commonly known as Symphony Park ("Symphony Park") and the construction and operation of the Project (defined below);

WHEREAS, CPV desires to convey the Site to PAC, and PAC desires to accept the conveyance from CPV of the Site, on the terms and conditions contained herein;

WHEREAS, CPV and PAC mutually desire that the Site be developed as a private park as described in this Agreement and within the Scope of Development (defined below) attached hereto as Exhibit "A" attached hereto; and

WHEREAS, CPV and PAC mutually desire to enter into this Agreement to set forth the provisions pursuant to which the Site shall be conveyed to PAC and developed and operated by PAC as a private park.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose of Agreement. The purpose of this Agreement is to convey the Site to PAC for the construction and operation by PAC of a private park to primarily benefit the patrons of the performing arts center to be operated by PAC next to the Site. The Parties agree that this Agreement supersedes the MOU in all respects and the MOU is no longer in force and effect.

1.2 Definitions.

"*Agreement*" has the meaning set forth in the preamble to this Agreement.

"*Approved Plans*" means those plans and specifications submitted by PAC to the Planning Commission of the City and approved by the Planning Commission on July 11, 2011 as submission SDR-41033.

"*City*" means the city of Las Vegas, Nevada, a political subdivision of the State of Nevada.

"*City Council*" means the governing city council of the City.

"*Close of Escrow*" means the time when Escrow Agent shall have recorded all of the instruments to be recorded as set forth in Section 9.5.

"*Closing Date*" has the meaning set forth in Section 10.1.

"*CPV*" has the meaning set forth in the preamble of this Agreement.

"*Declaration*" means that certain Declaration of Special Land Use Restrictions and Option to Repurchase dated as of the Close of Escrow between PAC and CPV in the form set forth in Exhibit "B" attached hereto.

"*Deed*" has the meaning set forth in Section 9.3(a)(i).

"*Design Standards*" means the Union Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments and restatements thereto adopted by the City Council.

"*Design Workshop Settlement*" means that certain Settlement Agreement executed on July 11, 2011 between PAC and Design Workshop, Inc. ("DW"). pursuant to which DW and PAC have settled all claims regarding services provided by DW to PAC relating to the Site and the design of the Project on the Site, including the relinquishment by DW of all rights to file a mechanic's or other lien on the Site or in Symphony Park.

"*DOV*" has the meaning set forth in Section 9.2(a)(ii).

"*Effective Date*" has the meaning set forth in Section 19.

"*Escrow*" has the meaning set forth in Section 9.1.

"*Escrow Agent*" means Nevada Title Company, 2500 North Buffalo Drive. #150, Las Vegas, Nevada 89128, Attn: Kristin Ravello.

"*Foundation*" means the Donald W. Reynolds Foundation, a Nevada non-profit corporation.

"*Grant*" means a monetary grant in writing by the Foundation to PAC to pay all of the costs of design, development and construction of the Project.

"*Indemnitor*" has the meaning set forth in Section 8.

"*Information Return*" has the meaning set forth in Section 9.5(c).

"*LVVWD Easement*" means an easement to be granted by CPV to the Las Vegas Valley Water District over that area of the Site legally described on Exhibit "J" attached hereto for the purpose of installing and operating water lines, which easement will be in the standard form of easement utilized by the Las Vegas Valley Water District.

"*MOU*" has the meaning set forth in the Recitals of this Agreement.

"*Non-Foreign Transferor Declaration*" has the meaning set forth in Section 9.3(a)(iv).

"*NRS*" means the Nevada Revised Statutes, as amended from time to time.

"*PAC*" has the meaning set forth in the preamble to this Agreement.

"*Party*" and "*Parties*" have the meaning set forth in the preamble to this Agreement.

"*PEMA*" means the Project Environmental Management Agreement set forth in Exhibit "C" attached hereto.

"*Project*" means a private park to be designed, constructed and operated by PAC pursuant to the terms and conditions of this Agreement and the Declaration.

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Releasing Parties*" has the meaning set forth in Section 14.2(a).

"*Schedule of Performance*" means the schedule of performance set forth in Exhibit "D", as it may be amended from time to time.

"*Scope of Development*" means the scope of development set forth in Exhibit "A", as it may be amended from time to time.

"*Site*" has the meaning set forth in Section 2.

"*Symphony Park*" has the meaning set forth in the opening Recitals of this Agreement.

"*SPDRC*" means the Symphony Park Design Review Committee created and operating pursuant to the Design Standards.

"*Title Policy*" has the meaning set forth in Section 12.

2. THE SITE. The "*Site*" is legally described in Exhibit "F", which is attached hereto and incorporated herein by this reference. The number of gross square feet of the Site is approximately 68,646. The Site is located within that certain master planned development commonly known as Symphony Park.

3. PARTIES TO THE AGREEMENT

3.1 CPV. The office of CPV is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. CPV shall not assign any interest in or delegate any obligation under this Agreement to any party other than the City. The site is located within that certain master planned development commonly known as Symphony Park ("Symphony Park").

3.2 PAC. PAC's principal office is located at 241 West Charleston Boulevard, Suite 111, Las Vegas, Nevada 89102. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, PAC warrants that it has disclosed, on the form attached hereto as Exhibit "G", all principals, including partners or members, of PAC, as well as all persons and entities holding more than one percent (1%) interest in PAC or any principal, partner or member of PAC (excluding any lenders). PAC shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change. PAC shall not assign any interest in or delegate any obligation under this Agreement.

4. CONVEYANCE AND ACQUISITION OF THE SITE. CPV agrees to convey, and PAC agrees to accept conveyance of, the Site on the terms and conditions provided herein. The conveyance of the site by CPV to PAC will be for no cash consideration but is in consideration of PAC's agreements to develop and operate the Park as set forth in the Declaration.

5. RESERVED

6. SITE DEVELOPMENT

6.1 Generally. CPV and PAC agree that the development on the Site will be a private park to be owned and solely operated by PAC, as described in the Scope of Development. Any and all development on the Site will conform to the Design Standards and the procedures and limitations contained in the zoning regulations and all applicable building and other codes as adopted by the City from time to time. Prior to the Close of Escrow, PAC shall secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction, development or work. The costs for such permits and approvals shall be borne by PAC. PAC acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the respective City or other governmental agency having approval authority.

6.2 Intentionally Omitted .

6.3 Development of the Site. CPV and PAC agree that it is their intent that the Project will be built in compliance with the Approved Plans and the Scope of Development and any related documents except as changes may be mutually agreed upon between PAC and CPV.

Any such changes shall be within the limitations of the Scope of Development. PAC agrees to construct the Project in substantial conformity with the Approved Plans and the Scope of Development. If PAC desires to make any material change to the Project, PAC shall submit the proposed change to CPV for its approval. CPV shall notify PAC in writing within thirty (30) days after receipt of the proposed change of its approval or disapproval. Such changes shall, in any event, be deemed approved by CPV unless rejected in good faith, in whole or in part, by written notice thereof to PAC setting forth in detail the reasons therefor and such rejection shall be made within such thirty (30) days. The right, title and ownership of all drawings, specifications and all related documents shall remain the property of PAC. The Project will be developed within the time schedule set forth herein in the Schedule of Performance. At the Close of Escrow, CPV and PAC will enter into the Declaration which will govern PAC's commencement and completion of the development of the Project and the operation of the Project.

7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1 CPV's Representations. CPV represents and warrants that as of the date hereof and the date of the Close of Escrow:

(a) CPV is a nonprofit corporation duly organized and existing under the laws of the State of Nevada.

(b) CPV has all requisite power and authority to enter into and perform its obligations under this Agreement and the Declaration.

(c) By proper action of CPV, CPV's signatories have been duly authorized to execute and deliver this Agreement.

(d) The execution of this Agreement and the Declaration by CPV does not violate any provision of any other agreement to which CPV is a party.

(e) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CPV are necessary in connection with the execution of this Agreement or the Declaration by CPV or with the performance by CPV of its obligations hereunder or under any of the attached exhibits.

(f) There are no leases, encumbrances or options to lease or purchase affecting the Site.

(g) To CPV's knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(h) To CPV's knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against CPV which would inhibit CPV's ability to perform its obligations under this Agreement or the Declaration.

(i) To CPV's knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.

(j) To CPV's knowledge, the execution, delivery and performance of this Agreement and the Declaration by CPV will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV or the Site; or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.

(k) CPV is sole legal owner of the Site subject to those exceptions and matters set forth on Exhibit "H" attached hereto and the LVVWD Easement.

As used in this Agreement, the term "CPV's knowledge" means the knowledge of William Arent, Vice President and Elizabeth Fretwell, President of CPV.

7.2 PAC's Representations. PAC represents and warrants to CPV that as of the date hereof and the date of Close of Escrow:

(a) PAC is a nonprofit corporation duly organized and existing under the laws of the State of Nevada.

(b) PAC has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement and the Declaration.

(c) By proper action of PAC, PAC's signatories have been duly authorized to execute and deliver this Agreement and the Declaration.

(d) The execution of this Agreement or the Declaration by PAC does not violate any provision of any other agreement to which PAC is a party.

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by PAC are necessary in connection with the execution of this Agreement or the Declaration by PAC or with the performance by PAC of its obligations hereunder or the Declaration.

(f) Neither PAC nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(g) To PAC's knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against PAC which would inhibit PAC's ability to perform its obligations under this Agreement or the Declaration.

(h) The Grant has been approved by the Foundation and remains in full force and effect.

(i) The Design Workshop Settlement remains in full force and effect and has not been modified or amended in any respect.

8. BROKERS. Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees and costs, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

9. ESCROW

9.1 Escrow and Escrow Instructions. CPV and PAC agree to open an escrow account with Escrow Agent for the closing of the conveyance of the Site to PAC (the "Escrow"), within three (3) business days after both Parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of CPV and PAC, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. CPV and PAC shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, a copy of which shall be delivered to CPV and to PAC after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder.

9.2 PAC's Escrow Deposits.

(a) Not later than one (1) business day prior to the Close of Escrow, PAC shall deposit and deliver to Escrow Agent the following items:

(i) two (2) original copies of the Declaration, duly executed and acknowledged by PAC;

(ii) a duly executed Declaration of Value ("*DOV*");

(iii) PAC's certificate signed by a manager of PAC that all of PAC's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(iv) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) PAC shall deposit into Escrow the following fees, charges and costs after the Escrow Agent has notified PAC of the amount of such fees, charges and costs, but not earlier than one business day prior to the scheduled date for the Close of Escrow:

(i) all of the premium and costs for the Title Policy and for any special endorsements to be paid by PAC as set forth in Section 12 of this Agreement; and

(ii) all of the State of Nevada real property transfer tax;

(iii) all of the recording costs of the Deed;

(iv) all of the recording costs for the Declaration; and

(v) all fees of Escrow Agent.

9.3 CPV's Escrow Deposits.

(a) Not later than one business day prior to the Close of Escrow, CPV will deposit with the Escrow Agent the following:

(i) CPV's grant, bargain and sale deed (the "*Deed*") duly executed and acknowledged by CPV in the form attached hereto as Exhibit "I" attached hereto;

(ii) a duly executed DOV;

(iii) two (2) original copies of both the Declaration, duly executed and acknowledged by CPV;

(iv) a non-foreign transferor declaration in customary form (the "*Non-Foreign Transferor Declaration*") duly executed by CPV;

(v) CPV's certificate signed by the President or a Vice President of CPV that all of CPV's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(vi) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

9.4 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and

Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.5 Closing Instructions. The Escrow Agent is authorized and instructed to:

(a) Record, in the following order, the Deed (with the DOV) and then original counterparts of the Declaration.

(b) Deliver to PAC the Title Policy.

(c) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "*Information Return*") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

9.6 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to CPV: (i) a copy of the Deed and DOV as recorded; (ii) the original recorded Declaration; and (iii) the original of PAC's certificate as to its representations and warranties; and

(b) to PAC: (i) the original of the Deed as recorded; (ii) an original of the Declaration in counterparts; (iii) a copy of the Declaration, as recorded; (iv) the original of the Non-Foreign Transferor Declaration; and (v) the original of CPV's Certificate as to its representations and warranties.

9.7 Funds. All funds received in Escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest-bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by PAC under this Agreement shall be for the benefit of PAC and applied to the funds due to the Escrow Agent by PAC.

9.8 Escrow Cancellation. If Escrow is not in a condition to close before December 1, 2011, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all

money, papers and documents with respect to the Site until instructed in writing by both CPV and PAC or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.8 shall be construed to impair or affect the rights or obligations of CPV or PAC to the respective rights and remedies granted to them pursuant to Section 17 below.

9.9 Amendments to Escrow Instructions. Any amendment to these escrow instructions shall be in writing and signed by both CPV and PAC. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to CPV or PAC shall be directed to the addresses and in the manner established in Section 18.5 of this Agreement for notices, demands and communications between CPV and PAC.

9.10 Liability of Escrow Agent. The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 4 and 9 to 13, inclusive, of this Agreement.

10. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

10.1 Closing Date. Provided that PAC and CPV are not in default under this Agreement and all conditions precedent to the Close of Escrow have occurred, the Close of Escrow shall occur ten (10) business days after the conditions set forth in Sections 10.2 and 10.3 are fulfilled, provided that in no event shall the Close of Escrow occur later than December 1, 2011. CPV and PAC agree to perform all acts necessary in sufficient time for title to be conveyed in accordance with the foregoing provision.

10.2 Conditions to PAC's Obligation to Close. Notwithstanding any other provision of this Agreement, PAC's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by PAC of each of the conditions precedent described below, which are solely for the benefit of PAC and which shall be fulfilled or waived prior to the Close of Escrow:

(a) CPV shall not be in violation of any of its material obligations under this Agreement, including, without limitation, CPV having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by CPV as required herein; and

(b) Escrow Agent is prepared to issue the Title Policy as required herein.

10.3 Conditions to CPV's Obligation to Close. Notwithstanding any other provision of this Agreement, CPV's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by CPV of each of the conditions precedent described below, which are solely for the benefit of CPV and which shall be fulfilled or waived prior to the Close of Escrow:

(a) PAC shall not be in violation of any of its material obligations under this Agreement, including, without limitation, PAC having executed,

acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by PAC as required herein;

(b) PAC has received from the City and other applicable governmental bodies all permits and approvals necessary for the construction of the Project; and

(c) The Grant has been approved by the Foundation as required by Section 6.2 above and remains in full force and effect.

Possession of the Site shall be delivered to PAC at Close of Escrow.

11. CONDITION OF TITLE. CPV shall convey to PAC fee simple title subject to those exceptions and matters set forth on Exhibit "H" attached hereto and the LVVWD Easement.

12. TITLE INSURANCE. Concurrently with recordation of the Deed, and as a condition of closing, the Escrow Agent and any required co-insurer shall provide and deliver to PAC a standard CLTA title insurance policy in the amount of Five Million dollars ($5,000,000) issued by the Escrow Agent insuring that title is vested in PAC in the condition required by Section 11 of this Agreement (the "*Title Policy*"). PAC shall pay the cost of the Title Policy and the cost of any special endorsements.

13. PRORATIONS. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses, including, but not limited to, all taxes, of the Site with respect to the period prior to the Close of Escrow shall be for the account of CPV, and all revenues, income and expenses of the Site with respect to the period after the Close of Escrow shall be for the account of PAC. To the extent practicable, CPV and PAC shall request cut-off statements of expenses as of the Close of Escrow. If cut-off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by CPV to PAC or by PAC to CPV, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, but not more than ninety (90) days thereafter, and either CPV or PAC shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

14. FEASIBILITY REVIEW; AS-IS CONVEYANCE

14.1 Feasibility Review. PAC agrees and acknowledges that PAC has completed a full and complete due diligence investigation of the Site and the feasibility of the development and operation of the Project on the Site, including, without limitation, any and all physical investigations of the Site as required by PAC. PAC acknowledges that it has had full and complete access to the Site at all times as required by PAC and has received the full and complete cooperation of CPV.

14.2 As Is Nature of Transaction. Except as provided in the Project Environmental Management Agreement attached hereto as Exhibit "C" (the "*PEMA*"), PAC acknowledges and agrees that the Site is to be sold and conveyed to and accepted by PAC in an

"as is" condition with, if any, all faults and defects. Except as provided in the PEMA and section 7.1, CPV makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CPV makes no representations or warranties with respect to the use, condition, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. PAC acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement and the exhibits attached hereto constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. In connection therewith, PAC further agrees as follows:

(a) Except as provided in the PEMA and this Agreement, PAC, for itself, its successors and assigns, and for each and every subsequent owner or lessee of the Site ("*Releasing Parties*") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which PAC has or may have in the future against CPV, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which PAC or any Releasing Party now has or which PAC or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. PAC hereby agrees to hold harmless and indemnify CPV from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by CPV after the Close of Escrow to PAC arising in any way from (i) the presence of Hazardous Substances or environmental conditions at, on, beneath or from the Site; or (ii) the application of Environmental Laws to the Site.

(b) Except as provided in the PEMA and this Agreement, CPV hereby releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which CPV has or may have in the future against PAC, its members, managers, officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which CPV now has or which CPV may have in the future on account of or in any way arising out of or in connection with Hazardous Substances or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site prior to the Close of Escrow.

(c) Except as provided in the PEMA, PAC agrees that CPV is making no representations or warranties regarding the environmental conditions or any other condition of the Site.

14.3 Terms Capitalized in PEMA. Any capitalized terms contained in this Section 14 which are not defined in this Agreement shall have the same definition as set forth in the PEMA.

15. CONVEYANCE FREE OF POSSESSION. The Site shall be conveyed free of any possession or right of possession by any other person or entity except subject to the title matters set forth in Section 11 above.

16. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of PAC to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. PAC shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of the Project. PAC acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the respective agency having approval authority.

17. DEFAULT AND REMEDIES

17.1 PAC Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a PAC event of default hereunder:

(a) The failure by PAC to timely deliver the deposits as required by Sections 9.2 and 9.4, unless such failure is as a result of the failure to be satisfied of one or more of PAC's conditions precedent to Close of Escrow set forth in Section 10.2 above;

(b) The filing of a petition or the institution of proceedings of, by, or against PAC pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days of such filing; or PAC's making a general assignment for the benefit of its creditors or the entering by PAC into any compromise or arrangement with its creditors generally; or PAC's becoming insolvent in the sense that PAC is unable to pay its debts as they mature or in the sense that PAC's debts exceed the fair market value of PAC's assets;

(c) Except for defaults pursuant to Section 17.1(a) above, the failure of PAC to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by PAC within the relevant cure period set forth below. PAC shall cure any monetary default within five (5) business days after receipt of written notice from CPV. PAC shall cure any nonmonetary default within ten (10) business days after receipt of written notice from CPV; *provided, however*, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then PAC shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion and (ii)

no such cure period shall in anyway extend the Closing Date and PACs obligation to close the purchase of the Site by the Closing Date; or

(d) Any of PAC's representations and warranties set forth in Section 7.2 above to be untrue in any material way as of the Closing Date.

17.2 CPV's Remedy. In the event an event of default by PAC has occurred pursuant to Section 17.1, CPV may, by written notice to PAC and Escrow Agent, terminate this Agreement.

17.3 CPV Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CPV event of default hereunder:

(a) the failure of CPV to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of CPV's conditions precedent to Close of Escrow set forth in Section 10.2 above; or

(b) any of CPV's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of the Closing Date.

17.4 PAC's Remedies. In the event of a default by CPV prior to the Close of Escrow, PAC's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such default;

(b) to terminate this Agreement and on such termination and CPV shall have no liability or obligation hereunder in which case CPV shall have no liability whatsoever to PAC, including, without limitation, any liability for PAC's costs and expenses incurred in connection with the Project; or

(c) to bring an action in equity or otherwise for specific performance of CPV's obligations under this Agreement and without any liability whatsoever on the part of CPV for damages resulting from CPV's event of default.

18. MISCELLANEOUS PROVISIONS

18.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

18.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, including without limitation, the PEMA, shall survive the recordation of any deed and shall not be deemed merged into such deed.

18.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind any permitted successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement regarding assignment.

18.4 Non-Liability of City Officials and Employees. No official or employee of CPV or the City shall be personally liable to PAC for any default or breach by CPV, for any amount which may become due to PAC or for any obligation of CPV under the terms of this Agreement.

18.5 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when (a) personally served; (b) forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; or (c) facsimile transmission, provided, however, that such delivery is concurrent with delivery pursuant to clause (a) or (b) of this Section 18.5, to the other Party at the following respective addresses, facsimile number or such other addressor facsimile number 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
Attn: William Arent, Director
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128

And:
City Attorney Office
City Hall
Attn: Teri Ponticello
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749

And:
Newland Real Estate Group, LLC
Attn: Sam Gladstein
6130 Elton Avenue, Suite 212
Las Vegas, Nevada 89107
Phone: (702) 220-8090
Fax: (702) 220-7636

If to PAC:
The Smith Center for Performing Arts
Attn: Myron Martin
241 West Charleston Blvd., Suite 111
Las Vegas, Nevada 89102
Phone: (702) 614-0109
Fax: (702) 614-0205

18.6 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Agreement are authorized to be given by the Chairman of CPV or such other person that CPV designates in writing to PAC. If there is no time specified herein for CPV's approval, PAC may submit a letter requiring CPV's approval within fifteen (15) days after submission to CPV or such approvals shall be deemed granted.

18.7 Entire Agreement, Amendments and Waivers. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit "A" through Exhibit "J", inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All amendments hereto must be in writing and signed by the appropriate authorities of CPV and PAC.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPV and PAC and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

18.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

18.9 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

18.10 Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

18.11 Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

18.12 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

18.13 Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified.

18.14 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

19. TIME FOR ACCEPTANCE OF AGREEMENT BY CPV. This Agreement was approved on _____, 2011 by the City Council. The effective date of this Agreement shall be the date of CPV's approval of this Agreement as indicated on the signature page below (the "*Effective Date*").

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CPV	PAC
CITY PARKWAY V, INC., a Nevada non-profit corporation	THE SMITH CENTER FOR THE PERFORMING ARTS, a Nevada non-profit corporation
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

ATTEST:

_____
Title: _____

APPROVED AS TO FORM:

_____ 10-3-11
Date

LIST OF EXHIBITS

EXHIBIT “A”	SCOPE OF DEVELOPMENT
EXHIBIT “B”	DECLARATION OF SPECIAL LAND USE RESTRICTION AND OPTION TO PURCHASE
EXHIBIT “C”	PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT
EXHIBIT “D”	SCHEDULE OF PERFORMANCE
EXHIBIT “E”	SITE DEPICTION
EXHIBIT “F”	LEGAL DESCRIPTION OF THE SITE
EXHIBIT “G”	OWNERSHIP DISCLOSURE
EXHIBIT “H”	TITLE MATTERS
EXHIBIT “I”	FORM OF DEED
EXHIBIT “J”	LVVWD EASEMENT AREA

Disposition and Development Agreement

Exhibit A

Scope of Development

Exhibit A

To

Disposition and Development Agreement

Scope of Development

For purposes of defining the Scope of Development, please refer to Construction Documents for Parcel M3, which were approved with conditions on June 9, 2011 by the Symphony Park Design Review Committee and subsequently by the Las Vegas Planning Commission on July 12, 2011. Construction Documents are on file with the Planning Commission.

The Site is intended to be used utilized as a privately owned park within Symphony Park. The Park will be operated and managed in accordance with the provisions of additional attached exhibits to the Disposition and Development Agreement and its attachments.

Disposition and Development Agreement

Exhibit B

Declaration of Special Land Use Restrictions and Option to Reconvey

APN NO: 139-31-211-001

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: William Arent

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY ("*Declaration*") is made as of _____, 2010, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and THE SMITH CENTER FOR THE PERFORMING ARTS, a Nevada nonprofit corporation ("*PAC*"). CPV and PAC are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

WHEREAS:

A. CPV has conveyed to PAC the Site (defined below), which is more particularly described in **Error! Reference source not found.** attached hereto;

B. The Site is part of Symphony Park (defined below), which is more particularly described in **Error! Reference source not found.** attached hereto;

C. The Site is adjacent to the performing arts center (the "*Center*") currently being constructed by the City which will be leased to PAC by the City and operated by PAC pursuant to the Center Lease (defined below);

D. In consideration of such conveyance, PAC has agreed that it is acquiring the Site to develop the Project (defined below), set forth in the Final Plans and Drawings in accordance with the Restrictions (defined below), set forth herein;

E. The Project will be a park privately owned and operated by PAC in compliance with this Declaration;

F. CPV is conveying the Site to PAC in consideration of and on the basis of PAC's continuing compliance with the Restrictions;

G. But for such representations by PAC, and PAC'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 PAC; and

H. As part of the conveyance of the Site to PAC, PAC 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 PAC), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by PAC, 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. This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

1.2 Certain Definitions.

"*Affiliate*" or "*Affiliates*" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "*control*" (including the terms "*controlled by*" and "*under common control with*") shall mean the possession, directly or indirectly, of a Controlling Interest. Unless the context otherwise requires, any reference to "*Affiliate*" in this Declaration shall be deemed to refer to an Affiliate of PAC.

"Center" has the meaning set forth in Recital C.

"*Center Lease*" means that certain Lease and Operating Agreement, and any amendments or modifications thereto, that City and PAC will enter into upon completion of construction of the Center by the City whereby the City will lease to PAC the Center and PAC will lease the Center from the City and operate the Center.

"*City*" means the city of Las Vegas, Nevada a political subdivision of the State of Nevada.

"*City Council*" means the governing council of the City.

"*Commence Construction*" or "*Commencement of Construction*" means any and all activities involving the grading of the Site by or on behalf of PAC.

"*Completion of Construction*" as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion

is recorded.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, fifty percent (50%) or more of the voting interests in a Person or the governing body of such Person.

"*Convey or Conveyance*" means any manner by which any estate or interest in the Site is created, alienated, assigned or surrendered, and includes, without limitation, any sale, lease (other than leases of any retail space entered into by PAC in the ordinary course of business), conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner.

"*CPV*" has the meaning set forth in the first paragraph of this Declaration and includes any Person to whom CPV assigns its interest in this Declaration pursuant to Section 7.1 below.

"*CPV Indemnified Party or Parties*" means, collectively, CPV, the City, the Symphony Park Master Association, Inc., a Nevada non-profit corporation and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

"*CPV Repurchase Designee*" shall have the meaning set forth in Section 4.4(a).

"*DDA*" means that certain Disposition and Development Agreement dated concurrently herewith between CPV and PAC.

"*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.

"*Final Plans and Drawings*" means those plans and specifications submitted by PAC to the Planning Commission of the City and approved by the Planning Commission on July 11, 2011 as submission SDR-41033.

"*Improvements*" has the meaning set forth in Section 4.4(d)(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.

"*PAC*" has the meaning set forth in the first paragraph of this Declaration.

"*PEMA*" means the Project Environmental Management Agreement attached to the DDA as Exhibit "C" to the DDA.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Project*" means a park to be designed, constructed and operated by PAC on the Site.

"*Project Documents*" has the meaning set forth in Section 4.4(d)(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 PAC or other Persons, 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, as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried by PAC 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.

"*Retail Benchmarks*" means those benchmarks set forth on Exhibit "D" attached hereto which would trigger PAC's obligations under Section 3.6.

"*Schedule of Performance*" means the schedule of performance attached to this Declaration as Exhibit "E".

"*Site*" is shown on and described more particularly on Exhibit "A" attached hereto, consisting of approximately 68,646 square feet.

"*Specific Facilities*" means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Final Plans and Drawings together with all modifications thereto agreed by CPV.

"*SPDRC*" means the design review committee created and operating pursuant to Design Standards.

"*Symphony Park*" means that master planned community described on Exhibit "B" attached hereto

"*Unavoidable Delays*" means delays due to any of the following (provided that such delay is beyond a Party's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, unavailability or failure of utilities, inability to draw upon financing commitments due to lender and/or equity participant's default, inability to obtain labor, tools or materials, delays of any contractor, subcontractor or supplier, acts of another party, acts or failure to act of any public or governmental agency or entity, a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party), material adverse change in market conditions, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. In connection with PAC's obligations under this Declaration, Unavoidable Delay shall include any failure of CPV to perform its obligations under the PEMA which causes actual delay in PAC's performance of its obligations. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay. Times of performance under this Declaration may also be extended in writing by CPV and PAC.

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, unless earlier terminated, shall at CPV's option constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth in Article 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Final Plans and Drawings, PAC 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 Nevada Revised Statutes ("NRS"), or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall PAC file any applications with any governmental agency with respect to any of the foregoing matters.

(b) Use. PAC 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. PAC shall not use or develop or attempt to use or develop the Site or any portion thereof for any purpose other than the Project, or those other purposes

expressly allowed (without the benefit of a zone variance, special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Site in effect as of the date of recordation of this Declaration. Additionally, PAC 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 laws, except as may be reasonably required to develop the Site as the Project. Notwithstanding the foregoing, CPV shall cooperate, at no cost to CPV, with PAC's efforts to obtain any special use permits or zoning variances as may be reasonably required to develop the Site as the Project..

(d) Unapproved Project. PAC 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. PAC 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 determination , the reputation of Symphony Park.

(f) Conveyance. PAC and CPV agree that:

(i) No voluntary or involuntary successor in interest of PAC shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) PAC shall not Convey all or any part of its interest in the Site without the prior written approval of CPV.

(iii) Notwithstanding the foregoing prohibition on PAC's power to Convey the Site, PAC shall have the right to Convey the Park to an Affiliate of PAC which is one hundred percent (100%) owned and controlled by PAC.

(iv) CPV shall have fifteen (15) days after PAC gives written notice to CPV of a proposed Conveyance to an Affiliate to review and approve such Conveyance, which review and approval shall not be unreasonably withheld, delayed or conditioned. Failure of CPV to disapprove any proposed Conveyance in writing within such fifteen (15) day time period shall constitute approval thereof by CPV unless approval of the City Council is required in which case the time for such approval will be extended in order to comply with the required and customary procedures for obtaining approval of the City Council. CPV shall notify PAC within such fifteen (15) day period if approval of the City Council is required.

(g) Indemnity.

(i) The CPV Indemnified Parties shall not be liable to PAC for, and PAC shall indemnify, defend and hold the CPV Indemnified Parties from and against, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from: (A) any injury (whether physical, economic or otherwise) to PAC or to any other Person in,

about or concerning the construction and the ongoing ownership and operation of the completed Project; or (B) any damage to, or loss (by theft or otherwise) of, any of PAC's property or of the property of any other Person in, about or concerning the Project, or the use or occupancy thereof, irrespective of the cause of injury, damage or loss (including, without limitation, the acts or negligence of any tenant or occupant of the Project or of any owners or occupants of adjacent or neighboring property or caused by any construction or by operations in construction of any private, public or public work) or any latent or patent defects in the Project; or (C) any act, omission or negligence of PAC or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of PAC or its Affiliates; except to the extent any of the matters described in clauses (A) or (B) is due to the negligence or willful misconduct of any CPV Indemnified Party. The CPV Indemnified Parties shall not be liable, to the extent of PAC's insurance coverage (if available to cover the loss and in any case exclusive of deductibles), for any loss or damage to any Person or property. Without limiting the generality of the foregoing, except to the extent caused by the negligence or willful misconduct of any of the CPV Indemnified Parties (and then only in such CPV Indemnified Party's proprietary capacity as opposed to its governmental capacity), the CPV Indemnified Parties shall not be liable for (I) any failure of water supply, gas or electric current; (II) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of God, act of war, enemy action, flood, wind or similar or disturbances, flooding, rain or ice; or (III) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

(ii) PAC shall notify CPV within thirty (30) days of any occurrence at the Project of which PAC has notice and which PAC believes could give rise to a claim against the CPV Indemnified Parties of One Million Dollars ($1,000,000) or more, whether or not any claim has been made, complaint filed or suit commenced.

(iii) The obligations of PAC under this Section 2.1(g) shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Project; *provided*, *however*, that if CPV actually receives any proceeds of PAC's insurance with respect to an obligation of PAC under this Article, the amount thereof shall be credited against, and applied to reduce, any amounts paid and/or payable hereunder by PAC with respect to such obligation.

(iv) If any claim, action or proceeding is made or brought against any CPV Indemnified Party which is or may be subject to indemnification by PAC hereunder, then, upon demand by CPV or such CPV Indemnified Party, PAC shall either resist, defend or satisfy such claim, action or proceeding in such CPV Indemnified Party's name, by the attorneys for, or approved by, PAC's insurance carrier (if such claim, action or proceeding is covered by insurance) or such other attorneys as CPV shall reasonably approve. The foregoing notwithstanding, such CPV Indemnified Party may, at its own expense, engage its own attorneys to defend such CPV Indemnified Party, or to assist such CPV Indemnified Party in such CPV Indemnified Party's defense of such claim, action or proceeding, as the case may be.

(v) Following the occurrence of Section 2.1(g)(iv) above, each CPV Indemnified Party shall promptly notify PAC of the imposition of or incurrence by such CPV Indemnified Party of any cost or expense as to which PAC has agreed to indemnify such CPV Indemnified Party pursuant to the provisions of this Section 2.1(g). PAC agrees to pay such CPV Indemnified Party all amounts due under this Section 2.1(g) within sixty (60) days receipt of the notice such CPV Indemnified Party.

(h) Insurance.

(i) Prior to Commencement of Construction on the Site, PAC shall obtain and, at all times prior to Completion of Construction of the Project, maintain in effect the following policies of insurance: (a) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Site; and (b) a standard "all risk" Builder's Risk Policy.

(ii) Prior to Commencement of Construction on the Site and at all times thereafter, PAC shall maintain in effect comprehensive general public liability insurance and/or excess umbrella policy with a single per occurrence limit of not less than Five Million Dollars ($5,000,000) with respect to the Site and the operations of PAC in, on or about the Site;

(iii) All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which CPV may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from PAC's performance of the work on the Site or which may arise in connection with the activities of PAC, any contractor or subcontractor of PAC, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. PAC shall furnish CPV with certificates of all insurance policies required under this Section 2.1(h) before commencing any work on the Site. Each policy shall provide that it may not be canceled or reduced in coverage until thirty (30) days after written notice shall have been given to CPV of such cancellation or reduction in coverage. All insurance required hereunder (except worker's compensation) shall name CPV and the CPV Indemnified Parties as additional insureds.

(iv) In the event that Best's Insurance Reports is discontinued or revised to substantially alter the financial ratings under Section 2.1(h)(iii) above, the Parties shall mutually select such other insurance rating report which provides substantially the same ratings as if Best's Insurance Reports had not been discontinued or so revised.

(i) Non-Encumbrance. PAC 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, unless released within sixty (60) days of filing, or any other lien or encumbrance whatsoever.

2.2 Specific Facilities Requirements. PAC agrees to develop the Site with those Specific Facilities buildings and other improvements specified in the Final Plans and

Drawings and in accordance with the Schedule of Performance. The violation of any of the following requirements within the time period set forth in the Schedule of Performance shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth below.

(a) Commencement. Within the periods of time shown on the Schedule of Performance, measured from and after the date of recordation of this Declaration, PAC 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 the Final Plans and Drawings. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless PAC shall have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(b) Completion. PAC 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 PAC 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. PAC shall cause the Site to be developed only with the Specific Facilities, and no portion of the Site or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any facilities or for any other purpose whatsoever, unless expressly approved by CPV, which approval shall be granted or withheld by CPV in its reasonable discretion.

2.3 Center Operation. PAC agrees that in the event (i) the Center Lease is terminated for any reason whatsoever or (ii) the Center is not operated for its primary use as a concert hall for a period of twelve (12) consecutive months, then CPV shall have the right thereafter at anytime at CPV's sole discretion to exercise its Repurchase Option as set forth in Section 4.4 notwithstanding that PAC is otherwise in compliance with the terms and conditions of this Declaration. Notwithstanding the foregoing, CPV shall not have the right to exercise its Repurchase Option if the events in clauses (i) and (ii) of this Section 2.3 occur as a result of labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain materials or other causes beyond PAC's reasonable control.

3. PAC OPERATING COVENANTS

3.1 General Obligations. Upon Completion of Construction, PAC shall at all times thereafter maintain and operate the Project in conformance with the terms of this Section 3. PAC acknowledges that a material part of the consideration of CPV conveying the Site to PAC is PAC's agreement to comply with the terms and conditions of this Section 3.

3.2 Maintenance of Project. PAC agrees at its sole cost and expense to maintain the Project in first class condition and repair at all times. PAC shall maintain the Project in compliance with the Maintenance Standards.

3.3 Hours of Operation. PAC agrees that the Project will remain open for use by the general public seven days a week at all times from the respective seasonal periods of dawn to dusk. All such use shall be subject to such reasonable use limitations, rules and regulations adopted by PAC for the use of the Project, provided, however, that such rules and regulations shall be consistent with and in compliance with the terms and conditions of this Declaration. PAC further agrees that such rules and regulations will at all times incorporate the initial rules set forth on Exhibit "F" attached hereto. PAC shall have the right to temporarily close the Project (i) for use in connection with any repairs or improvements which actually require the use of Project to be closed for the time of completion of such repairs or improvements or (ii) from time to time for private events. Such closure shall only be for the time reasonably required to complete such repairs or improvements or the staging and conducting of such special events.

3.4 Event Use. PAC and CPV agree that the Project will be open for the conduct and hosting of events as follows:

(a) PAC shall have the priority right to schedule and conduct events in the Project, including the outdoor concerts and other performance events.

(b) PAC agrees that when PAC is not holding events in the Project that the Project will be available for the conduct of events by the members of the general public subject to such reasonable use and other restrictions and regulations adopted by PAC. In connection therewith, the Parties agree as follows:

(i) PAC will have the right to charge rental fees for the use of the Project for the holding of events. PAC will make the Project available for rent by the public for public and private events at reasonable rental rates and at rates that are at all times competitive with other similar venues in Las Vegas, to be determined upon completion of the Project and to be reviewed by PAC on an annual basis. Such public and private events may include, but not be limited to, public and private parties, concerts, weddings, events, walk-a-thons and similar events.

(ii) PAC shall establish reasonable conditions of use, including, without limitation, rental terms, insurance and other similar requirements for the use of the Project. All such conditions and terms, including rental charges, shall be done in a non-discriminating manner for all parties.

(iii) The Parties agree that the Project will be open for events to be held by members of the general public no less than seventy-five (75) days a year. PAC will publish on its website at the start of each calendar year a schedule of events that PAC has planned at that time for the coming calendar year. The publishing of any schedule shall not prohibit PAC from modifying the schedule as PAC shall determine from time to time, provided that any modifications shall not interfere with events already scheduled with Persons other than PAC.

PAC shall publish on its website any revisions to such schedule at such time as any revisions are made by PAC and PAC will designate a staff person to administer such scheduling.

3.5 CPV Right to Cure. Subject to Section 4.3 herein, CPV shall have the right (at CPV'S sole discretion) to perform any obligations hereunder required to be performed by PAC for which PAC is in default, including, without limitation, the performance of maintenance and repair that PAC is obligated to perform hereunder. CPV shall have the right upon ten (10) days prior notice to PAC (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 PAC. PAC agrees to reimburse CPV immediately upon demand for any costs and expenses incurred by CPV in connection with the performance by CPV of PAC's obligations under this Declaration including twenty percent (20%) of such costs for CPV's supervision of any maintenance and repair.

3.6 Retail Development. PAC acknowledges that a material part of the consideration of CPV conveying the Site to PAC is PAC's agreement to provide reasonable efforts to secure retail users in the Project at such time as the Retail Benchmarks are reached. PAC agrees that at such time as the Retail Benchmarks are met that PAC will actively commence and pursue a program to obtain retail users for the retail locations designated in the Final Plans and Drawings. PAC shall have the right to directly operate the retail at PAC's option and sole discretion. PAC shall determine what retail users are appropriate to operate in the Park and shall impose such limitations on the permitted retail uses as PAC shall reasonably determine.

3.7 Restrooms. The Parties agree that PAC shall not be constructing or otherwise providing restrooms in the Project. PAC, however, agrees (i) that at such time as PAC opens retail stores in the Center that public restrooms will be included as part of such retail store component of the Center and (ii) that such restrooms will be open and accessible for use by the users of the Project at no charge whatsoever, including persons using the Project that are not patrons or other guests of PAC. The availability of the restrooms shall be subject to the operating hours established by PAC for the operation of the retail stores in the Center.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon PAC, its successors and assigns,. 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, during normal business 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 PAC 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 of a violation hereunder is given to PAC 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 PAC shall be granted an additional time 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 PAC of one or more of the foregoing Restrictions may cause CPV to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on Symphony Park or portions thereof), and that CPV shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not CPV exercises any other remedy set forth herein.

(c) Abatement. Any such breach or violation of these Restrictions or any provision hereof is hereby declared to be a nuisance, and CPV shall be entitled to enter the Site and summarily abate and remove, subject to the notice and cure provisions in Section 4.3 above, 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 PAC or any person having possession under PAC. Any costs or expenses paid or incurred by CPV in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest shall be the personal obligation of PAC or any other person who was an owner of the Site when such charges became due and who committed such breach or violation

4.4 Option to Repurchase the Site. In recognition of CPV's interest in the expeditious development of the Site, PAC 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(b) below, and if such CPV Repurchase Designee exercises such option, such exercise shall be in lieu of any other remedies permitted herein or at law for the occurrence of such event. The Repurchase Option shall only be exercised as provided below.

(a) CPV Repurchase Designee. The entity designated by CPV to exercise the CPV Repurchase Option (the "*CPV Repurchase Designee*") shall be the City, another governmental unit, or an organization that has received a determination letter from the Internal Revenue Service recognizing its exemption under section 501(c)(3) of the Internal Revenue Code.

(b) Exercise of Repurchase Option. The CPV Repurchase Designee may exercise the Repurchase Option by giving written notice to PAC in the event of PAC's violation of the Restrictions itemized in Sections 2.1(f), 2.2(a), 2.2(b) or 2.2(c) above within ninety (90) days of such event. 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.

(c) 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.

(d) Improvement Costs.

(i) Within ten (10) days after the CPV Repurchase Designee's exercise of the Repurchase Option, PAC shall submit to the CPV Repurchase Designee (A) a list of improvements existing on the Site (the "*Improvements*"); and (B) a breakdown of the actual hard and soft costs to PAC to construct or otherwise further the development of the Improvements (the "*Improvement Costs*"). The CPV Repurchase Designee and PAC shall consult in good faith with one another for the purpose of arriving at an agreement concerning such Improvement Costs. PAC shall (I) provide the CPV Repurchase Designee with copies of all documents relating to the Site prepared by or at the direction of PAC, 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 its rights in the Project Documents to the CPV Repurchase Designee. The Improvements shall automatically become the property of the CPV Repurchase Designee upon the recordation of a deed, bill of sale or any other document required to convey PAC's interest in the Improvements and or Project Documents.

(ii) Within ninety (90) days after the CPV Repurchase Designee's exercise of the Repurchase Option, PAC 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.

(e) Repurchase Price. CPV's purchase price for the Site upon its exercise of the Repurchase Option provided above shall be the Improvement Costs; provided, however, that PAC shall not be required to convey the Site for an amount less than its fair market value, determined as of the time of conveyance, unless PAC has first received an opinion of counsel that such conveyance does not jeopardize its exemption under section 501(c)(3) of the Internal Revenue Code. Absent manifest error PAC's books and records provided in accordance with Section 4.4(d) above shall be deemed conclusive in determining the Improvement Costs.

(f) Repurchase Escrow Terms. Within five (5) days after the CPV Repurchase Designee's exercise of the Repurchase Option as provided above or as soon thereafter as possible, an escrow account shall be opened at Nevada Title Company or another escrow company selected by the CPV Repurchase Designee and reasonably acceptable to PAC to consummate the purchase as specified herein, which escrow shall have a time limit of ninety (90) days. Said escrow shall be subject only to approval by the CPV Repurchase Designee of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to PAC through escrow, shall be removed or insured over by PAC at its sole expense at or prior to closing of escrow. PAC and the CPV Repurchase Designee shall each pay one-half of the escrow fees; PAC shall pay for the State of Nevada real property transfer tax, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the purchase price showing title to the Site vested in the CPV Repurchase Designee or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(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. RESERVED

6. PROJECT ENVIRONMENTAL MANAGEMENT. The Parties agree that they shall perform those obligations and agreements as set forth in the PEMA.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned to any Person selected by CPV, including the Symphony Park Master Association, a Nevada non-profit corporation, and upon any such Person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CPV herein. CPV shall provide PAC with prior written notice of any such assignment made by CPV.

7.2 Application of Restrictions. Notwithstanding anything herein contained to the contrary, if CPV or the City reacquires title to the Site or any portion thereof at any time after

the date hereof, the Restrictions shall automatically cease and terminate and be of no further force or effect, effective as of the date of such reacquisition by CPV or the City.

7.3 Other Restrictions. This Declaration is not the exclusive source of restrictions on the use of the Site, and nothing herein contained shall prejudice or diminish in any way CPV's rights under any other documents of record from time to time affecting all or any portion of the Site.

7.4 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

7.5 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

7.6 Successors and Assigns. This Declaration shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

7.7 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if upon (a) hand delivery, (b) or forty-eight (48) hours after being sent by United States mail, certified or registered, return receipt requested, postage prepaid; (c) upon delivery or a facsimile transmission to a Party at its facsimile number set forth below, provided, however, such delivery is concurrent with delivery pursuant to clause (a), (b) or (d) of this Section 7.7, or (d) one day after being deposited with Federal Express or another reliable overnight courier service. All such notices shall be delivered to the other party at the following respective addresses or facsimile number, or such other address or facsimile number as either Party may 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
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov
Attn: Teri Ponticello

And: Newland Real Estate Group, LLC
6130 Elton Avenue
Suite 212
Las Vegas, Nevada 89107
Phone: (702) 216-0349
Fax: (702) 216-6001
Email: sgladstein@newlandco.com
Attn: Sam Gladstein

If to PAC: The Smith Center for Performing Arts
Attn: Myron Martin
241 West Charleston Blvd., Suite 111
Las Vegas, Nevada 89102
Phone: 702-614-0109
Fax: 702-614-0205
Email: mmartin@thesmithcenter.com

7.8 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the Chairman of CPV or such other person that CPV designates in writing to PAC.

7.9 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control.

All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of CPV and PAC and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

7.10 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Clark County Recorder's Office of a proper instrument duly executed and acknowledged by CPV and PAC to that effect.

7.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Declaration and the remaining provisions shall remain in full force and effect.

7.12 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

7.13 Captions. The captions contained in this Declaration are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Declaration.

7.14 Counterparts. Each counterpart of this Declaration shall be deemed to be an original and all of which together shall be deemed to be one and the same Declaration. Delivery of this Declaration may be accomplished by facsimile transmission of this Declaration. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Declaration.

7.15 No Third Party Beneficiaries. Nothing in this Declaration shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Declaration.

7.16 Days. All references to "*days*" in this Declaration are to consecutive calendar days unless business days are specified.

7.17 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

CPV	PAC
CITY PARKWAY V, INC., a Nevada non-profit corporation	THE SMITH CENTER FOR THE PERFORMING ARTS, a Nevada non-profit corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTEST:

_____

_____, Title

APPROVED AS TO FORM:

_____
Date

LIST OF EXHIBITS

EXHIBIT “A” LEGAL DESCRIPTION OF THE SITE

EXHIBIT “B” LEGAL DESCRIPTION OF SYMPHONY PARK

EXHIBIT “C” MAINTENANCE STANDARDS

EXHIBIT “D” RETAIL BENCHMARKS

EXHIBIT “E” SCHEDULE OF PERFORMANCE

EXHIBIT “F” INITIAL RULES

Declaration of Special Land Use Restrictions and Option to Reconvey

Exhibit A

Legal Description of the Site

410.128
3-3-09
D. JENSEN

Legal Description, M3 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 CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF PROMENADE PLACE AND ALONG THE ARC OF A 2053.00 FOOT RADIUS CURVE TO THE RIGHT, 362.42 FEET, WITH A CENTRAL ANGLE OF 10°06'52"; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 28°00'50" EAST, 583.65 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 61°59'10" EAST, 17.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, SAID POINT ALSO BEING **THE POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 28°00'50" EAST, 73.81 FEET TO A CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG AN ARC OF A 1130.00 FOOT RADIUS CURVE THE RIGHT, 76.94 FEET, WITH A CENTRAL ANGLE OF 03°54'04", TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS, NORTH 58°05'06" WEST; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF PROMENADE PLACE AND EASTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.01 FEET, WITH A CENTRAL ANGLE OF 86°00'22", TO THE NORTHERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 62°04'44" EAST, 382.10 FEET TO A CURVE CONCAVE WESTERLY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND SOUTHERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.70 FEET, WITH A CENTRAL ANGLE OF 89°58'27" TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 27°53'43" WEST, 150.00 FEET TO A CURVE CONCAVE NORTHERLY; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND WESTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.71 FEET, WITH A CENTRAL ANGLE OF 90°01'33", TO THE NORTHERLY RIGHT-OF-WAY SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 62°04'44" WEST, 385.00 FEET TO A

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

CURVE CONCAVE EASTERLY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND NORTHERLY, ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.72 FEET, WITH A CENTRAL ANGLE OF 90°05'34", TO **THE POINT OF BEGINNING**.

PARCEL CONTAINS 68,646 SQUARE FEET, MORE OR LESS.

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

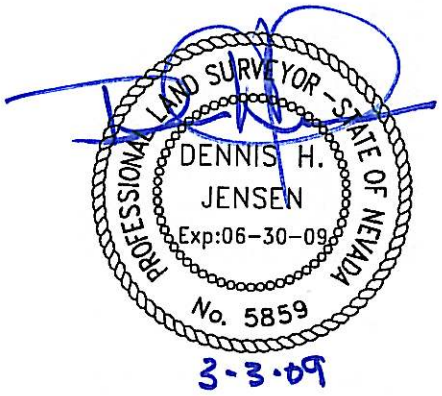


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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



N.T.S.

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

SEE DETAIL ON SHEET 4

PARCEL M3
68,648 S.F.

L4

N28°00'50"E
583.65'

POINT OF BEGINNING

GRAND CENTRAL PARKWAY

UNION PACIFIC RAILROAD

PARCEL A-2 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL A-1 (FILE 163, PAGE 35 OF SURVEYS)

C1

L2

L1

(BASIS OF BEARINGS)

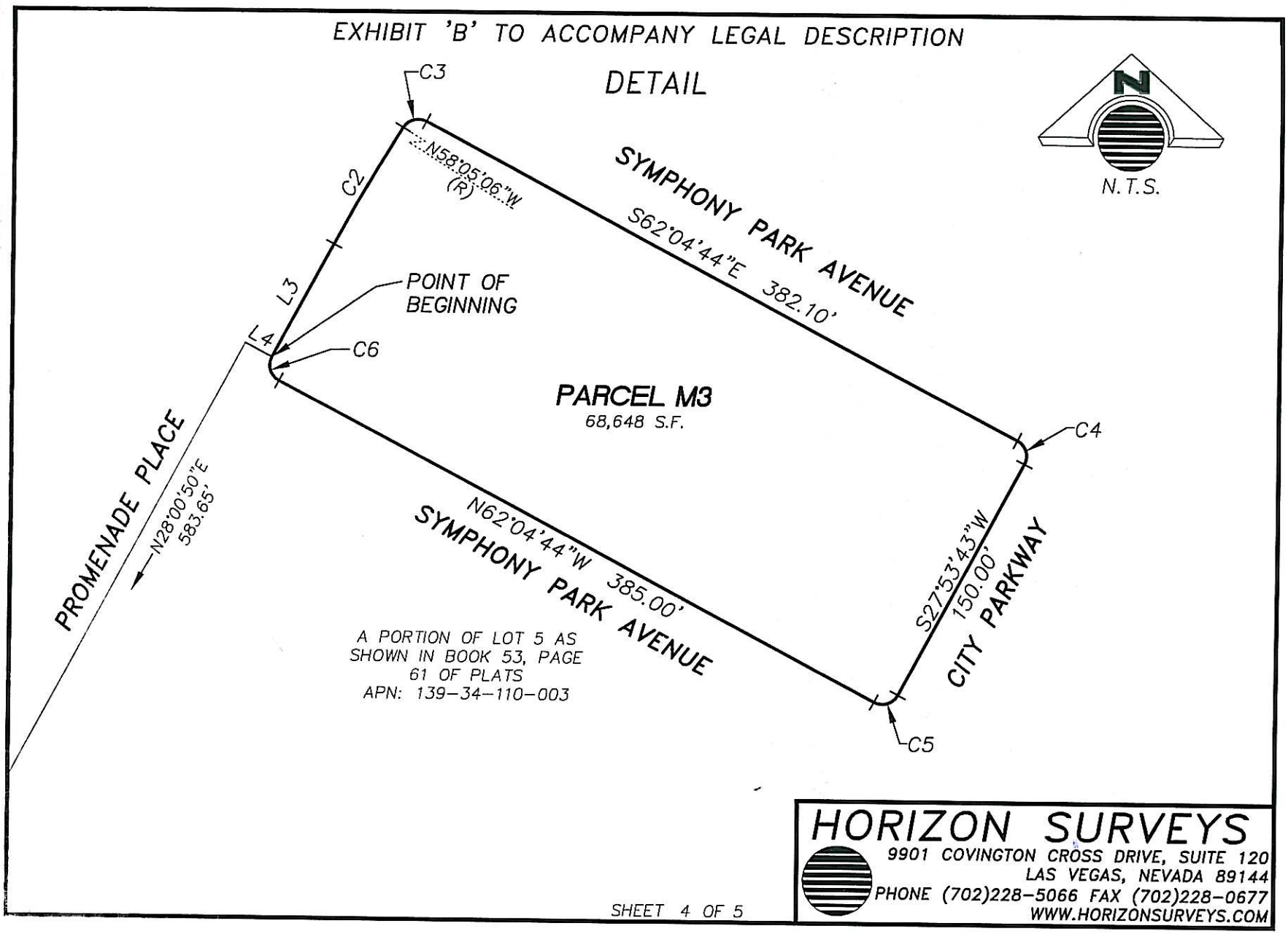
BONNEVILLE AVENUE

POINT OF COMMENCEMENT

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

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

DETAIL



A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003

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		
LINE	BEARING	LENGTH
L1	N81°09'57"E	383.24'
L2	N17°53'58"E	188.15'
L3	N28°00'50"E	73.81'
L4	S61°59'10"E	17.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	10°06'52"	2053.00	362.42'	181.68'
C2	03°54'04"	1130.00	76.94'	38.48'
C3	86°00'22"	10.00	15.01'	9.33'
C4	89°58'27"	10.00	15.70'	10.00'
C5	90°01'33"	10.00	15.71'	10.00'
C6	90°05'34"	10.00	15.72'	10.02'

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

Parcel name: M3

North: 6078.4596 East : 10866.8370

Line Course: N 28-00-50 E Length: 73.81

North: 6143.6215 East : 10901.5044

Curve Length: 76.94 Radius: 1130.00

Delta: 3-54-04 Tangent: 38.48

Chord: 76.92 Course: N 29-57-52 E

Course In: S 61-59-10 E Course Out: N 58-05-06 W

RP North: 5612.8768 East : 11899.1066

End North: 6210.2600 East : 10939.9231

Curve Length: 15.01 Radius: 10.00

Delta: 86-00-22 Tangent: 9.33

Chord: 13.64 Course: N 74-55-05 E

Course In: S 58-05-06 E Course Out: N 27-55-16 E

RP North: 6204.9734 East : 10948.4114

End North: 6213.8092 East : 10953.0933

Line Course: S 62-04-44 E Length: 382.10

North: 6034.8888 East : 11290.7142

Curve Length: 15.70 Radius: 10.00

Delta: 89-58-27 Tangent: 10.00

Chord: 14.14 Course: S 17-05-30 E

Course In: S 27-55-16 W Course Out: S 62-06-17 E

RP North: 6026.0529 East : 11286.0317

End North: 6021.3733 East : 11294.8700

Line Course: S 27-53-43 W Length: 150.00

North: 5888.8026 East : 11224.6914

Curve Length: 15.71 Radius: 10.00

Delta: 90-01-33 Tangent: 10.00

Chord: 14.15 Course: S 72-54-30 W

Course In: N 62-06-17 W Course Out: S 27-55-16 W

RP North: 5893.4812 East : 11215.8534

End North: 5884.6439 East : 11211.1664

Line Course: N 62-04-44 W Length: 385.00

North: 6064.9223 East : 10870.9830

Curve Length: 15.72 Radius: 10.00

Delta: 90-05-34 Tangent: 10.02

Chord: 14.15 Course: N 17-01-57 W

Course In: N 27-55-16 E Course Out: N 61-59-10 W

RP North: 6073.7582 East : 10875.6655

End North: 6078.4516 East : 10866.8383

Perimeter: 1129.99 Area: 68,646. S.F. 1.57 ACRES

Mapcheck Closure - (Uses listed courses and chords)

Error Closure: 0.0080 Course: S 09-18-53 E

Error North: -0.00793 East : 0.00130

Precision 1: 140,488.75

Declaration of Special Land Use Restrictions
and Option to Reconvey

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.

Declaration of Special Land Use Restrictions and Option to Reconvey

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.

Restrooms
Daily use restrooms are to be cleaned on a minimum of a daily schedule, including the stocking of all supplies. Permanent event restrooms, if implemented, are to be cleaned immediately after each event and during events as needed, including the stocking of all supplies. All restrooms are to have a properly functioning ventilation system to prevent odors from being offensive outside of the restroom facility.

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.

Event Management:
The Park grounds are to be cleaned immediately after events. Event equipment is to be broken down and the Park is to be opened to the public on the next non-event day. For large-scale events requiring extensive breakdown, the Park is to be opened as soon as is practicable.

Declaration of Special Land Use Restrictions and Option to Reconvey

Exhibit D

Retail Benchmarks

EXHIBIT "D"
Retail Benchmark

A minimum retail requirement for the Park is for a permanent structure with a food and beverage establishment with public restrooms (F&B) to be constructed and operated within the Park and to be open during normal operating hours of the Park unless lack of sales activity places an undue burden on PAC, in which case the F&B facility will be open as much as reasonably possible, from early morning into afternoon based on Park utilization with hours able to be increased due to market demand. Due to the evolving nature of the Symphony Park development, it would be a burden on PAC to be required to open the F&B in conjunction with the grand opening of the Park. For that reason, PAC shall only be required to construct and operate and/or lease to a third-party the F&B after a third-party market study, provided by a Nevada licensed Real Estate Broker, indicates that the local market can support such an operation. The cost of such market study(s) shall be borne by PAC and shall occur upon the first of the following benchmark occurrences and then updated biennially thereafter until such time as the market study either indicates that the market can support the F&B or otherwise indicates that the Park cannot support the F&B at Symphony Park full build-out:

1. The grand opening of a hotel within Symphony Park

2. The close of escrow on the first residential unit within Symphony Park

3. The issuance of a certificate of occupancy on either Parcel L or Parcel B

A copy of all market studies is to be provided to the Symphony Park Master Association within 10 days of of receipt of the same by PAC.

Any waiver or modification to this Exhibit D requires the consent of the Symphony Park Master Association.

Upon market study confirmation that the market can support an F&B at the Park, PAC shall either (i) at its sole discretion, agree to construct and operate the F&B or (ii) use commercially reasonable efforts to secure a tenant to construct and operate the F&B. Construction of the F&B must commence within 180 days of PAC's decision to construct and operate the F&B or within 180 days of execution of an agreement with a third-party tenant to construct and operate the F&B.

Declaration of Special Land Use Restrictions
and Option to Reconvey

Exhibit E

Schedule of Performance

EXHIBIT "E"
Schedule of Performance

This schedule of performance is intended to specify the performance criteria required of PAC from the time of closing on parcel M3 through to opening of the Park.

1. All permits secured necessary to commence construction
    - Prior to the close of escrow
2. Commencement of construction of the Park
    - On or prior to November 1, 2011
3. Certificate of Occupancy for Park
    - Prior to grand opening of The Smith Center for the Performing Arts but not later than 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 9, 2012

Declaration of Special Land Use Restrictions and Option to Reconvey

Exhibit F

Initial Rules

EXHIBIT "F"
Initial Rules

The purpose of the Initial Rules is to establish a baseline of specific irrevocable rules that will run permanently with the title to the Park. It is anticipated that PAC will establish additional rules by which the Park will operate but under no circumstances may any additional rules override or cause to negate the Initial Rules herein stated below.

1. The Park shall be used only for purposes in compliance with this Declaration.

2. No modifications to the design of the Park may be made without the express written consent of the Symphony Park Design Review Committee, the Symphony Park Master Association, and the approval of all other required municipal and/or governmental agencies.

3. There shall be no activity in the Park that violates local, state, or federal laws or regulations

4. The Park is to remain open to the general public at a minimum from sunrise to sunset every day except during a private event. The Park may be closed for a reasonable period of time in order to complete any necessary maintenance or repairs.

5. The perimeter sidewalks around the Park are to remain open to the general public at all times regardless of whether a private event is taking place. The perimeter sidewalks may be closed for a reasonable period of time in order to complete any necessary maintenance or repairs.

6. Camping or sleeping shall not be permitted in the Park at anytime.

7. The Park shall not to be used as a public forum.

8. The Park shall not to be used for political gatherings or other political events or sponsorships.

9. Distribution or posting of leaflets or other materials and solicitation shall not be permitted within the Park.

10. The Park shall not be used for third-party advertising except as may be in connection with the advertising of events at the Park. Sponsorship opportunities may only be conducted in connection with events.

11. Park sponsorships, events, and other activities shall not impair or otherwise negatively reflect on the reputation of the Park, the Symphony Park Developers, or the Symphony Park Master Association.

12. No skateboarding or organized sporting events shall be allowed in the Park

Disposition and Development Agreement

Exhibit C

Project Environmental Management Agreement

EXHIBIT "C"

PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this **Exhibit "C"** have the meanings ascribed to such terms in the Disposition and Development Agreement.

"**Activity and Use Limitations**" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or Engineering Controls, and Hazardous Substance monitoring in soil and groundwater that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP or recommended by the Risk Assessment in order to ensure no significant risk to public health or the environment.

"**Applicable Environmental Guidance**" means all applicable Environmental Laws, Activity and Use Limitations, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent an element of the Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be followed.

"**CEM Contract**" means the contract described in **Section 3D(c)** below.

"**Certified Environmental Manager**" ("**CEM**") means a person having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459.

"**Clean Soil**" means soil excavated from the Site that does not contain Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"**Completion of Construction**" as to any portion of the Project, means the date that such portion receives a temporary certificate of occupancy or notice of completion is recorded.

"**Contaminated Soil**" means soil excavated from the Site that contains Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"**CPV Manager**" means the City Manager or the person CPV identifies in writing to Developer.

"**CPV Obligations**" means those obligations described in **Section 3D(b) and (c)**.

"**CPV Project Representative**" means the person designated by CPV Manager in writing to Developer.

"**CPV Remediation Cost Cap**" means the amount up to but not exceeding $500,000 and which amount shall be the limit of CPV Obligations.

"Deed Covenants" means obligations of Union Pacific Railroad set forth in the deed from Union Pacific Railroad to Nevada Stadium Partners Limited Partnership, a Delaware Limited Partnership and successors in title, attached as **Attachment C-1** to this **Exhibit "C"**

"Developer Obligations" means the obligations described at **Section 3D(a)**.

"**Engineering Controls**" mean barriers, caps, liners, ventilation systems or other devices engineered to control or impede dermal contact, inhalation or ingestion by humans of chemicals in soils, water and other media above and below grade surface.

"**Environmental Condition**" means (a) a Release or threat of a Release of any Hazardous Substance affecting the Site for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Site that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Site which results in or forms the basis for a claim by any Government Authority or citizen or citizen group for compliance, injunctive relief, damages (including without limitation natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Disclosure Documents" means those documents, data, and reports evidencing the condition of the Site that are listed on **Attachment C-2** to this **Exhibit "C"**.

"**Environmental Laws**" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substance.

"**Environmental Permits**" means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Project.

"**Excess Remediation Costs**" means those costs defined as such in Section 2.3(a)(iii) of the October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR, attached as **Attachment C-3** to this **Exhibit "C"**.

"**Government Authority**" means the government of the United States of America and any political subdivision thereof, state and local governments and any agency, authority, regulatory body, court, or other entity exercising or having the functions of government.

"**Hazardous Substances**" or "**Hazardous Substance**" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

"**Known Hazardous Substances**" means chemicals associated with diesel fuel, gasoline, solvents, total petroleum hydrocarbons, tetrachloroethylene, perchloroethylene, polyaromatic hydrocarbons, semi- and volatile organic compounds, lead, methyl ethyl ketone, trimethylbenzene, naphthalene, polychlorinated biphenyls, and arsenic, all of which are identified in the Environmental Disclosure Documents as chemicals of concern, and any other Hazardous Substances disclosed in the Environmental Disclosure Documents.

"**NDEP**" means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

"**Occupancy Certificate**" means a certificate(s) or other equivalent approval by City allowing occupancy by people within the Project.

"**Project**" means the Project.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances.

"**Risk Assessment**" means a health risk assessment prepared by a well-qualified CEM or PhD environmental professional acceptable to both Parties that for each Known Hazardous Substance (a) identifies exposure pathways and exposure parameters to derive health-based soil and groundwater screening levels based on reasonable maximum exposure parameters, (b) establishes soil and groundwater screening levels that represent chemical concentrations which would not result in adverse health effects under the assumed future land use of the Site, (c) identifies potential exposures during construction as a component of the analysis, (d) recommending Activity and Use Limitations for development of the Site that will maintain protection of public health and the environment while, to the extent consistent with such mandate, minimizing overall costs charged against the CPV Remediation Cost Cap, and (e) supersedes and replaces the Converse Consultants' September 24, 2002 Risk-Based Evaluation performed for CPV Parkway IV & V but only as to the Site. In recommending Activity and Use Limitations as provided in (d) above, the Risk Assessment shall contain a thorough cost analysis

and discussion for each practicable alternative Activity and Use Limitation to minimize Site development charges against the CPV Remediation Cost Cap.

"**Site**" means the Site.

"Soil and Groundwater Management Plan" means a plan prepared in accordance with Applicable Environmental Guidance and approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Project.

"**UPRR**" means Union Pacific Railroad of Omaha, Nebraska.

"**UPRR Environmental Obligations**" means the obligations of UPRR set forth in the Deed Covenants.

Environmental Conditions

1D. Survival. The provisions, terms, covenants and conditions of this **Exhibit "C"** to the Agreement shall survive the termination of the Agreement and the Close of Escrow, and shall not merge by operation of law or otherwise into any deed or conveyance of the Site.

2D. Developer Acknowledgments. Developer acknowledges receipt of the Environmental Disclosure Documents and agrees that CPV has made no representation regarding the matters set forth therein. Developer further acknowledges that the Environmental Disclosure Documents disclose and describe Hazardous Substances in soil and groundwater within and surrounding the Site.

3D. Developer Obligations and CPV Obligations.

(a) Developer Obligations. Developer shall design, construct, and operate the Project in accordance with Applicable Environmental Guidance. Developer and not CPV shall do and perform each of the following and shall be responsible and pay for all costs associated therewith:

1. Excavation of all soils on Site;

2. Handling, storing, transporting, re-using or disposing of all Clean Soil;

3. As directed by CPV, a single transport of Contaminated Soil within Symphony Park to a location to be determine by CPV;

4. To the extent necessary in Developer's sole judgment and discretion to satisfy construction design requirements within and for the Project, replacing and recompacting Clean Soil or formerly Contaminated Soil that is remediated by CPV to levels where such soil can be re-used pursuant the Soil and Groundwater Management Plan on the Site for the Project;

5. If and to the extent recommended by the Risk Assessment, the design, construction, operation and maintenance of Engineering Controls after Completion of Construction;

6. The portion of CPV off-site disposal costs attributable to formerly Contaminated Soil that is remediated by CPV to levels where such soil can be re-used on Site pursuant to the Soil and Groundwater Management Plan;

7. The treatment in compliance with Applicable Environmental Guidance of groundwater diverted from the Site; and

In addition to the foregoing, Developer shall be responsible for performing sampling and characterizing any Hazardous Substances in soils excavated or groundwater diverted from the Project Site to the extent recommended by the Risk Assessment; provided, however, Developer shall not be responsible for any costs associated therewith until after the CPV Obligations are terminated pursuant to Section 3D(b) below:

Upon and after the termination of the CPV Obligations as set forth in Section 3D(b) below, Developer shall be solely responsible for all costs necessary to comply with Applicable Environmental Guidance relating to Hazardous Substances within or affecting the Site.

(b) CPV Obligations. Subject to and as limited by the CPV Remediation Cost Cap, CPV, and not Developer, shall be responsible for the following costs incurred during construction of the Project and until issuance of an Occupancy Certificate for the following matters, each of which shall be charged against the CPV Remediation Cost Cap:

1. Sampling, characterizing, analyzing, remediating, cleaning up, treating, storing, and disposing to the extent required by and in compliance with Applicable Environmental Guidance: (x) Soils excavated by Developer that contain Hazardous Substances; and (z) Hazardous Substances on or within or migrating from or to the surface soils, subsurface soils or soil gas of, within, on or under the Site that are excavated by Developer;

2. The Risk Assessment, which Developer shall complete not less than 90 days before the Closing Date;

3. The CEM costs as set forth in paragraph 3D(c) below.

4. Requiring UPRR to complete the UPRR Environmental Obligations in connection with the construction of the Project, in which case only the reasonable value of UPRR Environmental Obligations shall be charged against the CPV Remediation Cost Cap and not any costs incurred by CPV in requiring UPRR to complete the UPRR Environmental Obligations. To the extent UPRR fails to discharge promptly any UPRR Environmental Obligations, CPV shall promptly perform the UPRR Environmental Obligations. In CPV's sole discretion, CPV may seek reimbursement from UPRR for any or all costs incurred

by CPV under this **subsection 3D(b)**. The CPV Remediation Cost Cap shall not be replenished in an amount equal to the reimbursement UPRR pays to CPV as a resolution of any such action.

Notwithstanding anything to the contrary in this Project Environmental Management Agreement, CPV shall not be responsible for any costs Developer would incur in the absence of the presence of Hazardous Substances in soil, groundwater, or other media at the Site.

All CPV Obligations shall terminate upon (i) the exhaustion of the CPV Remediation Cost Cap for the Site, or (ii) the issuance of the Occupancy Certificate, whichever first occurs. Notwithstanding the foregoing, if and to the extent the CPV Remediation Cost Cap has not yet been exhausted, CPV shall remain responsible for the costs to dispose of or remediate Contaminated Soil delivered to CPV at an agreed upon location within Union Park prior to issuance of the Occupancy Certificate.

(c) CEM Contract. CPV shall promptly enter into a contract on terms and conditions acceptable to Developer that requires the CEM to promptly perform the work described below (the "**CEM Contract**"). CPV shall be exclusively responsible for all CEM costs incurred under the CEM contract through issuance of the Occupancy Certificate, which costs shall be charged against CPV Remediation Cost Cap. Developer shall be exclusively responsible for all CEM Contract costs after issuance of an Occupancy Certificate. At a minimum, the CEM contract shall contain the following terms and conditions:

1. Upon issuance of the Occupancy Certificate, the CEM Contract shall terminate and the CEM shall make a duplicate set of all records, data, and reports generated during the contract available to the Parties. After issuance of the Occupancy Certificate, to the extent NDEP requires any ongoing groundwater monitoring, additional remediation or corrective action, or treatment or special handling of groundwater Developer will be solely responsible for all costs associated therewith and for costs of complying with Applicable Environmental Guidance.

2. INTENTIONALLY OMITTED

3. Obtain on behalf of and in the name of CPV or Developer all necessary Environmental Permits for the Project;

4. Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Project;

5. Deliver to CPV at the conclusion of the Project construction all records relating to any treatment facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;

6. Coordinate UPRR's discharge of the UPRR Environmental Obligations with UPRR. The CEM shall regularly report in writing to the Parties a summary of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered before and after issuance of Occupancy Permit, including a written report of UPRR's discharge of UPRR Environmental Obligations;

7. To the extent any dispute arises with UPRR regarding UPRR Environmental Obligations, the CEM shall immediately report such dispute in writing to the Parties; and

8. INTENTIONALLY OMITTED

9. To the extent CEM performs services on, or commingles excavated Contaminated Soils from multiple sites, including the Site, within Symphony Park, costs and expenses associated with those services and the hauling, handling, sampling, testing, analyzing treatment, removal, remediation, and the like, of commingled Contaminated Soils shall be equitably and reasonable allocated by the CEM's applying an objective standard to arrive at a proportionate share for the Site in relation to other contributing Symphony Park sites and projects.

(d) UPRR Excess Remediation Costs Claims. CPV shall in CPV's absolute and sole discretion either: (i) promptly pay any claim for reimbursement made by UPRR for Excess Remediation Costs; or (ii) notify UPRR and Developer in writing that any such claim or some portion thereof for reimbursement is disputed in good faith. CPV shall promptly work with UPRR to resolve any disputed claim. To the extent CPV and UPRR cannot agree upon a disputed claim and UPRR records a lien or lis pendens against the Site, CPV shall not more than 10 days after any such lien or lis pendens is recorded take action to remove such lien or lis pendens by bonding or otherwise and shall work to resolve immediately, finally and completely any litigation, arbitration, mediation, complaint, settlement, demand, claim or other action by UPRR for Excess Remediation Costs. Any Excess Remediation Costs paid by CPV shall be charged against CPV Remediation Cost Cap; provided, however, no attorney fees or costs incurred by CPV in connection with any Excess Remediation Costs claim shall be charged against the CPV Remediation Cost Cap. Neither this provision nor this Agreement as a whole is an acknowledgement or admission by the Parties that CPV, the City, or Developer is responsible to UPRR for Excess Remediation Costs, and UPRR is not intended to be, nor shall UPRR be construed to be a third-party beneficiary under any provision of this Agreement.

5D. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees ("**Released Party**") from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability, obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any release of Hazardous Substances or any violation of Environmental Laws occurring on the Site prior to the Closing Date. Nothing in this Section or this Agreement shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Agreement, or against UPRR or any other party

responsible for a Release of Hazardous Substances affecting the Site or any violation of Environmental Laws.

6D. Limited Developer Indemnity Developer shall indemnify, hold harmless, and defend CPV, CPV's affiliates, council members, mayor, employees, agents, officers, successors, and assigns of and from all losses or claims for personal injury, property damage, or natural resource damages arising out of any failure by Developer to design, construct, or operate the Project in conformance with Applicable Environmental Guidance from and after the Closing Date.

Project Environmental Management Agreement

Attachment C-1

Deed Covenants

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

MAIL TAX STATEMENTS TO:

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

(Space above line for Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in **Exhibit 1** attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;

B. All matters which would be revealed or disclosed by a physical inspection of the Property;

C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

(a) Grantor hereby gives notice that portions of the Property are currently affected by contamination of the soil and groundwater. Therefore, Grantee (and its successors in title to the Property) should contact the State of Nevada Division of Environmental Protection (or its successor agency with jurisdiction to require clean up, correction, or other remediation of soil or groundwater contamination) prior to commencement of any building, construction or excavation activities on the Property in order to obtain information on past remediation or any necessary approvals for protective measures to be taken in conducting any such activities.

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (½") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated October 21, 1996, by and between Grantor and Grantee, identified in the records of Grantor as Document No. 1-1329-29, as amended by Amendment to Purchase and Sale Agreement dated October 30, 1996), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT:

The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on **Exhibit 2**;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on **Exhibit 3**;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on **Exhibit 4**.

(b) If requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that Grantee's share (including Grantee's contribution required by any governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars ($3,000,000.00) in the aggregate.

All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of November 12, 1996.

Attest:

_____(Seal)
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: _____
Its: Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On November 12, 1996, before me, a Notary Public in and for said County and State, personally appeared R. D. Uhrich and R. C. INGRAM, Assistant Vice President and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, 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 persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Milli M. Scheer
Notary Public

(SEAL)

GENERAL NOTARY-State of Nebraska
MILLI M. SCHEER
My Comm. Exp. August 17, 1997

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Project Environmental Management Agreement

Attachment C-2

Environmental Disclosure Documents

EXHIBIT C-2

Symphony Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

Identifier	Title/Text Reference
01	Remedial Action Plan

DamesMooreReports
FinalReport.TIF
Off-Site Evaluation 09-29-1998 Appendices A-H.TIF
SummaryReportPhaseI&II Site Characterization 11-11-1987.TIF

Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989
-Appendices
Appendices.tif,
Appendix A - Summary of Buried Disposal Area Investigation.tif
Appendix B - Investigative Procedures.tif
Appendix C - Chain-of-Custody Records.tif
Appendix D - Field and Laboratory QA&QC Program.tif
Appendix E - Health and Safety Plan.tif
Appendix F - Regional Geology and Hydrogeology.tif
Appendix G - Exploratory Boring Logs.tif
Appendix H - Soil and Hydrogeoloic Conditions By Area.tif
Appendix I - Gauging Data and Hydrographs.tif
Appendix J - Soil Laboratory Data Reports.tif
Appendix K - Ground-Water Laboratory Data Reports.tif
Appendix L - Maps of Approx Dist of Soils Containing PH.tif
Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif
Appendix N - Liquid Hydrocarbon Volume Estimates.tif
Appendix O - Air Quality Monitoring Report.tif
Appendix P - Report of Industrial Hygiene Evaluation.tif
Appendix Q - Desert Research Institute Report.tif
Appendix R - Health Risk Assessment.tif
Appendix S - USPCI Report of Oil Recovery Operations.tif
OIL RECOVERY SYSTEM.TIF

-1) Table of Contents and Executive Summary.tif
- Sect 1 Introduction.tif
- Sect 2 Purpose & Scope.tif
- Sect 3 Site Background.tif
- Sect 4 Hydrocarbon Contamination.tif
- Sect 5 Lead Contamination.tif
- Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif
- Sect 7 Health Risk Assessment.tif
- Sect 8 Site Remediation Criteria.tif
- Sect 9 Recommended Remedial Action.tif
PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF, PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF, PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF, PLATE 13.TIF, PLATE 14.TIF

01) Final Remedial Action Plan 06-5-1992.pdf
02) Addendum I to RAP 08-18-1992.pdf
03) Request For Final Closure 10-06-1997.pdf
04) Depart of the Army Letter 12-09-2003.pdf
05) Interim Closure Report of Rem Action 09-27-93.pdf
06) NDEP Letter 03-26-1998.pdf
07) NDEP Remediation Requirements Sept 10, 1991.pdf
08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf

EXHIBIT C-2

09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

02 Plystadium Agreement
- 01) Plystadium Agreement.pdf
- 02) Amended and Restated Mem of Rights.pdf
- 03) Estoppel Certificate.pdf
- 04) Termination of Mem of Repurchase Option.pdf
- 05) Trusetee's Deed - Lehman to PAMI.pdf
- 06) GBSD UPRR Ply Stadium.pdf

03 Pollution Legal Liability Select
- Pollution Insurance PLS 8194919.pdf

04 Environmental Risk Management – Converse Consultant, August 23, 2000
- 01) Environmental Risk Management 08-23-2000.pdf
- 02) Risk-Based Evaluation 09-24-2002.pdf
- 03) Hydrocarbon Free Product Plumes Map.pdf
- 04) Soil Impact Map.pdf
- 05) Kleinfelder Extension Proposal – 03-23-2010.pdf

05 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002

06 Terracon Phase I & Phase II Environmental Site Assessment.pdf – March 26, 2003 & April 2, 2003
- Exhibit 12 - Terracon Phase I & II Environmental Site Assessment.pdf
- Phaselexec.pdf
- PhaseIIexec.pdf

07 Preliminary Geotechnical Studies – Converse Consultants
- Northern Prelim. Geotech.pdf
- Southern Prelim. Geotech.pdf

08 Groundwater Monitoring Reports
- 2nd Half 2005 Groundwater Report
  - Cover 2nd Half 2005 Groundwater Report.tif; DOC060509-003.tif; DOC060509-004.tif; DOC060509.pdf; DOC060509.tif; DOC060509a.tif; DOC060509b.tif; DOC060509c.tif; DOC060509d.tif; DOC060509e.tif; DOC060509f.tif
- Abandoned Wells July 2004
  - -Abandoned Wells July 2004.pdf
  - -Completion of Well Plugging Abandonment Former Las Vegas Rail Yard.htm
- 01) 2nd Quarter 1991 Groundwater Report.pdf
- 02) 2nd Quarter 2001 Groundwater Report.pdf
- 03) 3rd Quarter 2001 Groundwater Report.pdf
- 04) 4th Quarter 2001Groundwater Report.pdf
- 05) 1st Quarter 2002 Groundwater Report.pdf
- 06) 2nd Quarter 2002 Groundwater Report.pdf
- 07) 1st Half 2002 Semi-annual Compliance Report.pdf
- 08) 3rd Quarter 2002 Groundwater Report.pdf
- 09) 4th Quarter 2002 Groundwater Report.pdf
- 10) 1st Half 2003 Groundwater Report.pdf
- 11) 1st Half 2003 Semi-annual Compliance Report.pdf
- 12) 2nd Half 2003 Groundwater Report.pdf
- 13) 2nd Half 2003 Semi-annual Compliance Report.pdf
- 13a) UP letter Jan 7 2004.tif
- 14) 1st Half 2004 Groundwater Report.pdf
- 15) 1st Half 2004 Semi-annula Compliance Report.pdf
- 15a) Well Monitoring Modification Plan 05-06-2004.tif
- 16) 2nd Half 2004 Groundwater Report.pdf
- 16a) TABLE 2 Groundwater Analytical Data 06-16-2004.xls
- 17) 2nd Half 2004 Semi-annual Compliance Report.pdf
- 18) 1st Half 2005 Groundwater Report.pdf
- 19) 1st Half 2005 Semi-annual Compliance Report.pdf
- 20) NDEP letter on Groundwater monitoring 08-13-2008.pdf

21) Monitoring Well MW-47 A & B abandonment.msg
22) UPRR letter on Wells Abandonment and sampling.msg
23) FW Waste Water Discharge Permit MSC-0002.msg
Forrester letter Well Abandonment 02-04-2004.tif
2nd Quarter 2010 Groundwater Monitoring Report.pdf

09 Maps

01) Remediation Depth.jpg
02) Uphcfreeprod.pdf
03) upenvscan012803ssm.pdf
04) Environmental vs architectural.pdf
05) Master Plan Remaining Contamination.JPG
06) Master Plan Depth.JPG

10 Union Park Master Planning

BRT

BRT - Grand Central borings 06-09-2007.pdf
BRT Stockpile Samples 08-27-2007 thru 09-07-2007.pdf
BRT Stockpile Samples 09-08-2007 thru 09-24-2007.pdf
BRT Stockpile Samples 09-25-2007 thru 10-05-2007.pdf
BRT Stockpile Samples 10-06-2007 thru 10-23-2007.pdf
BRT Stockpile Samples 10-24-2007 thru 11-12-2007.pdf
BRT Stockpile Samples 11-13-2007 thru 11-30-2007.pdf
BRT Stockpile Samples 12-1-2007 thru 12-31-2007.pdf

Phase 1 Infrastructure

Phase 1 Stockpile Samples 01-01-2009 thru 01-31-2009.pdf
Phase 1 Stockpile Samples 02-01-2009 thru 03-03-2009.pdf
Phase 1 Stockpile Samples 04-15-2008 thru 5-6-2008.pdf
Phase 1 Stockpile Samples 05-7-08 thru 6-10-08.pdf
Phase 1 Stockpile Samples 06-11-2008 thru 6-19-2008.pdf
Phase 1 Stockpile Samples 06-20-2008 thru 7-3-2008.pdf
Phase 1 Stockpile Samples 07-4-08 thru 8-8-08.pdf
Phase 1 Stockpile Samples 08-9-2008 thru 8-31-2008.pdf
Phase 1 Stockpile Samples 09-1-08 through 9-30-08.pdf
Phase 1 Stockpile Samples 10-1-2008 thru 10-31-2008.pdf
Phase 1 Stockpile Samples 11-1-2008 thru 11-30-2008.pdf
Phase 1 Stockpile Samples 12-1-2008 thru 12-31-2008.pdf
Soil Samples-Buried Drum- 04-21-09.pdf

1) UnionParkSoil&GroundwaterManagementPlan03-21-2007.pdf
2) Converse Risk Assessment Addendum - arsenic evaluation final – 07-03-2007.pdf
3) Kleinfelder Soil and Groundwater Management Plan - arsenic addendum final 7-5-07.pdf
4) Kleinfelder Soil and Groundwater Management Plan Clarification addendum 10-29-10.pdf
NDEP Conditional Exempt Small Quantity Generator letter 03-04-2010.pdf
NDEP Grant approval letter.pdf
NDEP Grant Application CP5.pdf
Kleinfelder Phase I Environmental Site Assessment Update_Union Park 03-15-2007.pdf
Un Park Roadway and Drain Geotech LVE7R220 Complete 06-15-2007.pdf
Un Park Street Borings 06-15-2007.pdf

11 Additional Disclosures – Inaccessible “Ghost” files

Depart of the Army Letter 12-09-2003.pdf
NDEP Letter 03-26-1998.pdf
Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

Parcel A1 - Ruvo

01) Ruvo Pre-excavaton Sampling Summary 03-27-2007.pdf
1a) Ruvo Presampling 03-23-2007pf
02) Ruvo Mass Excavation Soil Report 05-10-2007- .pdf
03) Ruvo Sewer excavation report 06-07-2007.pdf
04) Ruvo Power Trench 06-29-2007.pdf

EXHIBIT C-2

05) Ruvo Environmental Services 07-07-2006.pdf
06) LV Paving Job Ticket 07-19-2007.pdf
07) Ruvo Stockpile Testing Results 11-7-07.pdf
08) LV Paving Remediation Certificates 2008.pdf
09) Kleinfelder letter for Ruvo Site Excavation 02-13-2009.pdf

Parcel E - WJC

01) WJC Terracon limited site investigation 4-5-07.pdf
02) DRAFT Impacted Soil and Groundwater Work Plan WJC 07-19-2007.pdf
03) 2007-08-01_UP_3P_WJC_Remediation Cost Estimate.pdf
04) Soil Drillings for Advertisement Sign 6-1-11 through 7-29-11

Parcel G - City Core

01) Charlie Palmer - City Core Prelim Geotech 08-27-2007.pdf
02) CITY CORE Phase 1 ESA 09-20-2007.pdf
03) City Core -soil cutting report Sept 2007.pdf
03a) City Core Pictures -soil cutting.pdf
04) City-Core Geotech 01-02-2008.pdf
04) Phase II ESA 12-13-2007.pdf
05) Site specific risk assessment - Sage Solutions 01-11-2008.pdf

Parcel H/I – PAC

Lied Children Museum
- Mass Excavation Photos
  - December 20 and 31 2010
    - 111 Photos
  - December 23 2010
    - 102 Photos
  - December 27 2010
    - 45 Photos
- LIED Museum and PAC Garage Pre Excavation Soil Samples.pdf
- LIED Museum and PAC Garage Soils Report 11-1-10 thru 12-31-10
- LIED Museum Soil Remediation Weigh Tickets 01-04-11
- LIED Museum Soils Report 1-1-11 through 2-28-11
- LIED Museum Soils Report 3-1-11 through 3-31-11
- LIED Pier Drillings 1-5-11 thru 1-18-11
- Pre-Excavation Samples 12-16-10

CH2M Hill PAC Boring Report to UPRR – May 2009.pdf
CH2M Hill Pac Soil and Groundwater Study 04-10-2009.pdf
Groundwater Smiths Center 10-23-2007.pdf
Kleinfelder Scope of Work – NDEP funds transfer 02-22-2010.pdf
PAC Garage Soil Excavations 04-01-2011 thru 06-30-2011.pdf
PAC Kleinfelder Risk Assessment 09-25-2006.pdf
PAC Remediation Cost Cap- Final 05-04-2007.pdf
PAC Soil Excavations 01-01-2010 thru 01-31-2010.pdf
PAC Soil Excavations 02-01-2010 thru 04-30-2010.pdf
PAC Soil Excavations 05-01-2010 thru 06-29-2010.pdf
PAC Soil Excavations 05-27-09 thru 6-12-09.pdf
PAC Soil Excavations 06-13-09 thru 09-18-09
PAC Soil Excavations 07-01-11 thru 08-31-11
PAC Soil Excavations 09-11-10 thru 10-31-10
PAC Soil Excavations 09-19-09 thru 10-30-09.pdf
PAC Soil Excavations 11-1-09 thru 11-30-09.pdf
PAC Soil Excavations 12-1-09 thru 12-31-09.pdf

PAC Soil Samples- 05-13-2009.pdf
PAC Terracon Geotech Report 05-23-2008.pdf
Soil Samples-Buried Drum- 04-16-09.pdf

Parcel J -

2007-11-19_UP-3P-Final Report Plates.pdf
2007-11-19_UP-3P-Parcel J - Final Subsurface Assessment Report.pdf
Soil Drillings for Advertisement Sign 6-1-11 through 7-29-11

Parcel M3 -

Parcel M3 Pre Excavation Soils Report 4-19 thru 4-22 and 4-25 thru 4-28-11

Parcel PQ – LiveWork

Plate 1 041608.pdf

EXHIBIT C-2

Parcels C, D, F, L, N, O1 & O2 Newland Communities –

Kleinfelder Prelim Geotech Report on Parcel C 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel D 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel F 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel O1 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel O2 04-23-2007.pdf
Kleinfelder Vapor Survey of Parcels C,D,F, and O.pdf
Soil Drillings for Advertisement Sign 6-1-11 through 7-29-11
Storage Stockpile Area Dismantled Parcels O1_O2 08-17-11 thru 08-25-11

Disposition and Development Agreement

Exhibit D

Schedule of Performance

EXHIBIT "D"
Schedule of Performance

This schedule of performance is intended to specify the performance criteria required of PAC from the time of closing on parcel M3 through to opening of the Park.

1. All permits secured necessary to commence construction
    - Prior to the close of escrow
2. Commencement of construction of the Park
    - On or prior to November 1, 2011
3. Certificate of Occupancy for Park
    - Prior to grand opening of The Smith Center for the Performing Arts but not later than 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 9, 2012

Disposition and Development Agreement

Exhibit E

Site Depiction



SYMPHONY PARK

ILLUSTRATIVE SITE PLAN

CITY OF LAS VEGAS NEVADA

NEWLAND

Disposition and Development Agreement

Exhibit F

Legal Description of the Site

410.128
3-3-09
D. JENSEN

Legal Description, M3 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 CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF PROMENADE PLACE AND ALONG THE ARC OF A 2053.00 FOOT RADIUS CURVE TO THE RIGHT, 362.42 FEET, WITH A CENTRAL ANGLE OF 10°06'52"; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 28°00'50" EAST, 583.65 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 61°59'10" EAST, 17.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, SAID POINT ALSO BEING **THE POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 28°00'50" EAST, 73.81 FEET TO A CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG AN ARC OF A 1130.00 FOOT RADIUS CURVE THE RIGHT, 76.94 FEET, WITH A CENTRAL ANGLE OF 03°54'04", TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS, NORTH 58°05'06" WEST; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF PROMENADE PLACE AND EASTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.01 FEET, WITH A CENTRAL ANGLE OF 86°00'22", TO THE NORTHERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 62°04'44" EAST, 382.10 FEET TO A CURVE CONCAVE WESTERLY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND SOUTHERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.70 FEET, WITH A CENTRAL ANGLE OF 89°58'27" TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 27°53'43" WEST, 150.00 FEET TO A CURVE CONCAVE NORTHERLY; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND WESTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.71 FEET, WITH A CENTRAL ANGLE OF 90°01'33", TO THE NORTHERLY RIGHT-OF-WAY SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 62°04'44" WEST, 385.00 FEET TO A

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

CURVE CONCAVE EASTERLY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND NORTHERLY, ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.72 FEET, WITH A CENTRAL ANGLE OF 90°05'34", TO **THE POINT OF BEGINNING**.

PARCEL CONTAINS 68,646 SQUARE FEET, MORE OR LESS.

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

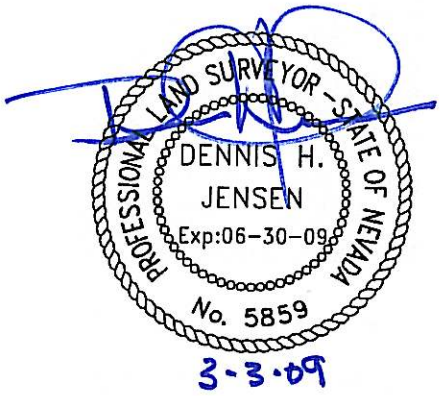


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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



N.T.S.

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

SEE DETAIL ON SHEET 4

PARCEL M3
68,648 S.F.

L4

N28°00'50"E
583.65'

POINT OF BEGINNING

GRAND CENTRAL PARKWAY

UNION PACIFIC RAILROAD

PARCEL A-2 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL A-1 (FILE 163, PAGE 35 OF SURVEYS)

C1

L2

L1

(BASIS OF BEARINGS)

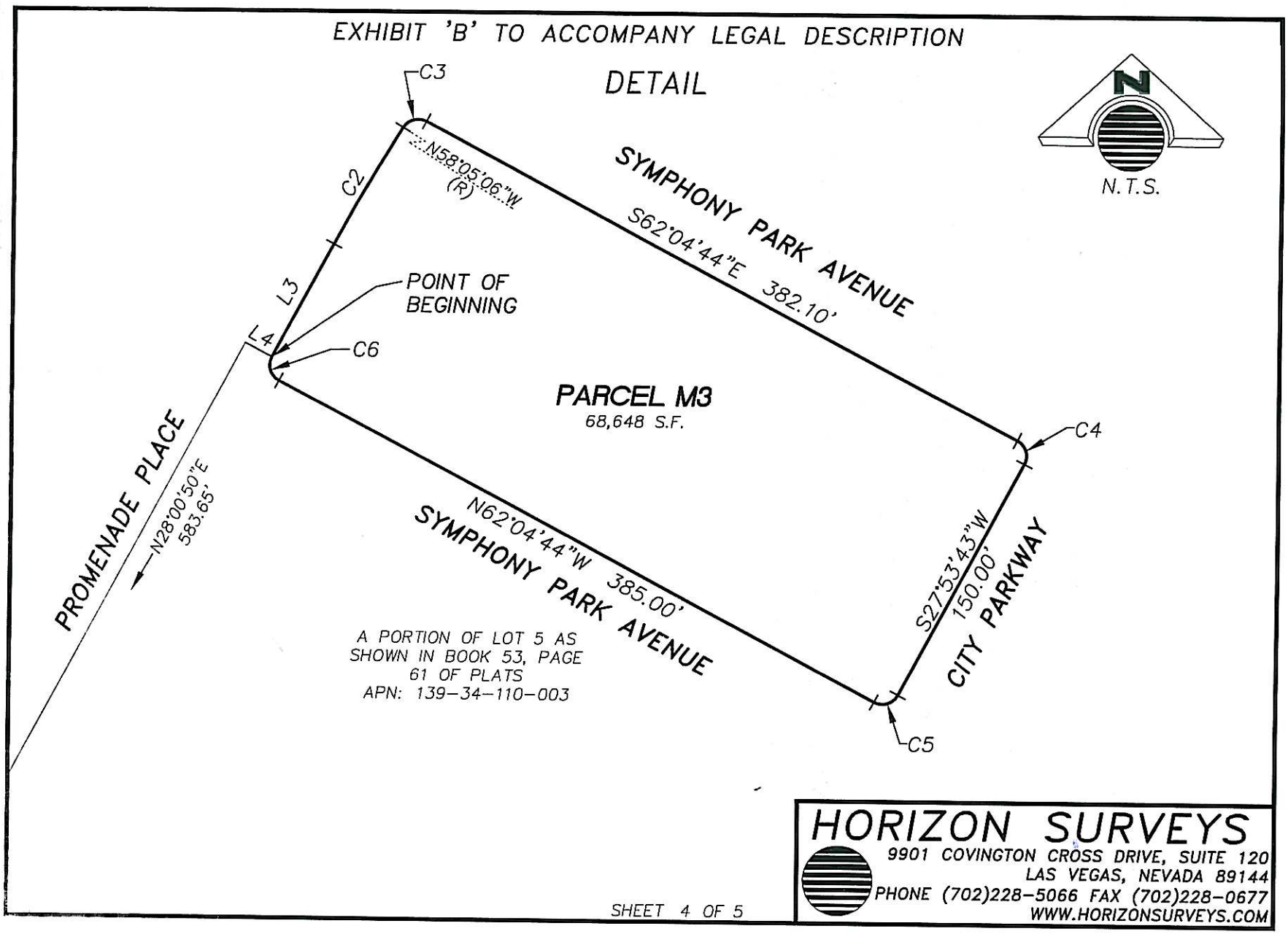
BONNEVILLE AVENUE

POINT OF COMMENCEMENT

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

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

DETAIL



A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003

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		
LINE	BEARING	LENGTH
L1	N81°09'57"E	383.24'
L2	N17°53'58"E	188.15'
L3	N28°00'50"E	73.81'
L4	S61°59'10"E	17.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	10°06'52"	2053.00	362.42'	181.68'
C2	03°54'04"	1130.00	76.94'	38.48'
C3	86°00'22"	10.00	15.01'	9.33'
C4	89°58'27"	10.00	15.70'	10.00'
C5	90°01'33"	10.00	15.71'	10.00'
C6	90°05'34"	10.00	15.72'	10.02'

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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

Parcel name: M3

North: 6078.4596 East : 10866.8370

Line Course: N 28-00-50 E Length: 73.81

North: 6143.6215 East : 10901.5044

Curve Length: 76.94 Radius: 1130.00

Delta: 3-54-04 Tangent: 38.48

Chord: 76.92 Course: N 29-57-52 E

Course In: S 61-59-10 E Course Out: N 58-05-06 W

RP North: 5612.8768 East : 11899.1066

End North: 6210.2600 East : 10939.9231

Curve Length: 15.01 Radius: 10.00

Delta: 86-00-22 Tangent: 9.33

Chord: 13.64 Course: N 74-55-05 E

Course In: S 58-05-06 E Course Out: N 27-55-16 E

RP North: 6204.9734 East : 10948.4114

End North: 6213.8092 East : 10953.0933

Line Course: S 62-04-44 E Length: 382.10

North: 6034.8888 East : 11290.7142

Curve Length: 15.70 Radius: 10.00

Delta: 89-58-27 Tangent: 10.00

Chord: 14.14 Course: S 17-05-30 E

Course In: S 27-55-16 W Course Out: S 62-06-17 E

RP North: 6026.0529 East : 11286.0317

End North: 6021.3733 East : 11294.8700

Line Course: S 27-53-43 W Length: 150.00

North: 5888.8026 East : 11224.6914

Curve Length: 15.71 Radius: 10.00

Delta: 90-01-33 Tangent: 10.00

Chord: 14.15 Course: S 72-54-30 W

Course In: N 62-06-17 W Course Out: S 27-55-16 W

RP North: 5893.4812 East : 11215.8534

End North: 5884.6439 East : 11211.1664

Line Course: N 62-04-44 W Length: 385.00

North: 6064.9223 East : 10870.9830

Curve Length: 15.72 Radius: 10.00

Delta: 90-05-34 Tangent: 10.02

Chord: 14.15 Course: N 17-01-57 W

Course In: N 27-55-16 E Course Out: N 61-59-10 W

RP North: 6073.7582 East : 10875.6655

End North: 6078.4516 East : 10866.8383

Perimeter: 1129.99 Area: 68,646. S.F. 1.57 ACRES

Mapcheck Closure - (Uses listed courses and chords)

Error Closure: 0.0080 Course: S 09-18-53 E

Error North: -0.00793 East : 0.00130

Precision 1: 140,488.75

Disposition and Development Agreement

Exhibit G

Ownership Disclosure

CERTIFICATE –
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
	Subject Matter of Contract/Agreement
Name **The Smith Center for the Performing Arts**	**Construction of the Donald W. Reynolds Symphony Park**
Address **241 W Charleston Blvd #111, Las Vegas NV 89109**	
Telephone **702-614-0109**	
EIN or DUNS **88-0361875**	

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.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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: **The Smith Center Disclosure of Principals**

Date of Attached Document: **August 24, 2011** Number of Pages: **1**

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

Name

8/24/11
Date

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

Notary Public

ANDREA DASHIELL
Notary Public-State of Nevada
APPT. NO. 08-7977-1
My App. Expires August 29, 2012

THE SMITH CENTER

Disclosure of Principals

August 24, 2011

The Principals, all of whom are officers or directors of The Smith Center for the Performing Arts and all persons and entities holding more than 1% (one percent) ownership interest (no persons or entities hold any ownership interest) are the following:

Full Name	Business Address	Business Phone
Myron Martin, President & CEO	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Don Snyder, Chairman	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Dr. Keith Boman, Vice Chairman	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Kim Sinatra, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Charles Atwood, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Gary Jacobs, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Scott MacTaggart, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Senator Richard Bryan, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Alan Feldman, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Robert Forbuss, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Nancy Houssels, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Richard Plaster, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Jacqulyn Shropshire, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Roger P. Thomas, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Sig Rogich, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Jonathan Halkyard, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109
Rose McKinney-James, Director	241 W. Charleston Blvd, #111, Las Vegas, NV 89102	702-614-0109

Disposition and Development Agreement

Exhibit H

Title Matters

Order Number: 11-09-1482-KR

NEVADA TITLE COMPANY
2500 North Buffalo, Suite # 150
Las Vegas, Nevada 89128
(702) 251-5000

ATTENTION: NONE

September 30, 2011

Your Number
Order Number: 11-09-1482-KR / Kristin Ravelo

Dated as of September 23, 2011 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, **Nevada Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the exclusions and exceptions from coverage document attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the exclusions and exceptions from coverage. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referenced to below and the exceptions and exclusions set forth in the exclusions from coverage of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Frank W Brader

Title Officer: Frank W. Brader

Order Number: 11-09-1482-KR

SCHEDULE A

The form of Policy of Title Insurance contemplated by this report is:

( ) California Land Title/American Land Title Association Homeowners Policy
( ) American Land Title Association Lender's Policy 2006 PROPOSED INSURED NONE, in the amount of $1.00, Premium Amount $
( ) American Land Title Association Owners Policy 2006
( ) California Land Title Association Standard Owner's/Lenders

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS SCHEDULE COVERED BY THIS REPORT IS:

A Fee

Title to said estate or interest at the date hereof is vested in:

City Parkway V, Inc., a Nevada non-profit corporation

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION:

Address: Parcel M3 Symphony Park Las Vegas, NV

Order Number: 11-09-1482-KR

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT FIVE (5) OF PARKWAY CENTER, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 53, OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, DEPICTED AS ASSESSOR'S PARCEL NUMBER 139-34-211-001.

WE WILL REQUIRE THAT A PROPERLY ENGINEERED METES AND BOUNDS DESCRIPTION BY A LICENSED SURVEYOR BE PROVIDED AND ACCEPTED BY THE CLARK COUNTY ASSESSOR PRIOR TO THE CLOSE OF ESCROW.

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. SUBSEQUENT YEAR TAXES: Taxes for the fiscal year 2012-2013 and subsequent years, a lien not yet due or payable.
   Taxes for the fiscal year 2011-2012 are currently EXEMPT.

   Parcel No. 139-34-211-001

   Note: An Artesian Basin fee of $5.01 has been paid in full.

7. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.

8. Reservations and Easements in the patent from the State of Nevada, recorded November 30, 1902, in Book "F" of Miscellaneous Records, Pages 268-269 of Lincoln County Official Records.

9. Reservations and Easements in the patent from the State of Nevada, recorded November 30, 1902, in Book "F" of Miscellaneous Records, Pages 270-271 of Lincoln County Official Records.

10. Unrecorded easements as granted in that certain License for Power Lines, dated December 16, 1948, effective April 1, 1949 in favor of SOUTHERN NEVADA POWER COMPANY as disclosed by documentation furnished to this company.

11. The terms and provisions contained in instrument entitled CITY OF LAS VEGAS REVISED DOWNTOWN DEVELOPMENT AREA recorded March 11, 1986 in Book 860311 as Document No. 00777 of Official Records.

    Said instrument contains, among other things, provisions for rehabilitation of the downtown area financed by additional tax assessments.

    Said instrument has been revised by an instrument recorded February 11, 1988 in Book 880211 as Document No. 00382 of Official Records.

    Said instrument has been amended by an instrument recorded November 22, 1996 in Book 961122 as Document No. 00847 of Official Records.

    A Notice of Adoption of Amendment To The Redevelopment Plan Recorded November 22, 1996 in Book 961122 as Document No. 00848; re-recorded November 25, 1996 in Book 961125 as Document No. 00566 and as set forth in Record of Survey performed by Rita M. Lumas, filed in File LG of Local Government Plats at Page 78 recorded November 22, 1996 in Book 961122 as Document No. 00849 of Official Records.

    An Ordinance to Adopt an Amended and Restated Redevelopment Plan recorded June 2, 2006 in Book 20060602 as Document No. 0001395 of Official Records.

    Reference should be made to said instrument for full particulars.

12. The terms and provisions in an Unrecorded Order, dated May 26, 1987, executed by the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection, issued to Union Pacific Railroad and the terms and provisions in an unrecorded report of Site Characterization Investigations and Recommended Remedial Action, dated July 29, 1989 executed by Union Pacific Railroad as disclosed by Paragraph "E" of Exhibit "F" of Consent, Assignment, Assumption and Modification Agreement, recorded June 19, 1991 in Book 910619 as Document No. 00954 of Official Records.

Said Consent Agreement does not in and of itself affect the herein described land, but is referenced because the above shown hazardous substance reports both affect all of the herein described land.

13. Dedications and Easements as shown on the recorded Map referred to herein, on file in Book 53 of Plats, Page 61, of Official Records.

14. Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law affecting said land contained in the Deed recorded November 18, 1996 in Book 961118 as Document No. 00284 of Official Records.

    An Assignment of Landscaping Covenants, by and between UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION and CITY PARKWAY V, INC., A NEVADA CORPORATION, recorded March 29, 2005, in Book 20050329 as Document No. 05135, of Official Records.

15. Terms, covenants, conditions and provisions in an instrument entitled, "MEMORANDUM OF RIGHTS", executed by and between UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION and NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP recorded November 18, 1996, in Book 961118 as Document No. 00285, of Official Records.

    The above document was re-recorded on December 2, 1996 in Book 961202 as Document No. 01377.

    An Amended and Restated Memorandum of Rights recorded December 29, 2000, in Book 20001229 as Document No. 03127, of Official Records.

16. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of CITY PARKWAY V, INC., A NEVADA NON-PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, for ingress and egress purposes, recorded June 6, 2001, in Book 20010606 as Document No. 00592 of Official Records.

17. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded June 11, 2009, in Book 20090611 as Document No. 00533 of Official Records.

18. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded June 23, 2009, in Book 20090623 as Document No. 02249 of Official Records.

19. Covenants, Conditions and Restrictions: In the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law as contained in the Declaration of Restrictions recorded December 16, 2009 in Book No. 20091216 as Document No. 00606 of Official Records.

    Said instrument provides that a violation thereof shall not defeat nor render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

    The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon SYMPHONY PARK MASTER ASSOCIATION, INC., including any unpaid delinquent assessment as provided therein.

20. Terms, covenants, conditions and provisions in an instrument entitled, "DECLARATION OF SPECIAL LAND USE RESTRICTIONS, OPTION TO PURCHASE AND INFRASTRUCTURE AGREEMENT", recorded December 17, 2009, in Book 20091217 as Document No. 00661, of Official Records.

21. An easement affecting a portion of said land and for the purposes stated therein, and incidental purposes thereto, as granted to SOUTHWEST GAS CORPORATION, for gas pipes and appurtenances, recorded August 11, 2010 in Book 20100811 as Document No. 00596, of Official Records.

22. Terms, covenants, conditions, provisions and easements in an instrument entitled, "RIGHT OF ENTRY AGREEMENT", recorded August 16, 2010, in Book 20100816 as Document No. 00993, of Official Records.

23. Our search in the public record did not disclose any open deeds of trust on the herein described property. Please confirm with your seller/borrower that there are no liens or encumbrances affecting the herein described property other than those shown on the Preliminary Report or Commitment bearing the above referenced escrow number.

24. Water rights, claims or title to water, whether or not shown by the public records.

25. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

    NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.

26. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.

27. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM LAND TITLE SURVEY conforming to the minimum standard requirements as revised in 2005.

28. On September 30, 2011 we communicated with the Secretary of State of the State of NEVADA to ascertain that the corporation known as CITY PARKWAY V, INC. is in good standing.

    THE LIST OF OFFICERS ARE:

    ELIZABETH FRETWELL, PRESIDENT
    SCOTT ADAMS, SECRETARY
    SCOTT ADAMS, TREASURER
    CITY ATTORNEY'S OFFICE-CIVIL DIVISION, RESIDENT AGENT

    Said corporation is current until December 31, 2011

29. REQUIREMENT: In the event this file converts to a request for title insurance, please advise the Title Department at least one week prior to close of the transaction.

    We reserve the right to make additional exceptions and/or requirements.

30. Please provide the name(s) of the prospective purchaser(s) to the Title Department at least one week prior to the close of escrow so that we may complete this report. Additional requirements may be made at that time.

    NOTE: This report is a preliminary investigation only of the property contained herein. This is not an abstract, it is a report derived from our review of various documents of record. No reliance should be placed on the contents hereof without first obtaining the approval of an Officer of the Company.

Order Number: 11-09-1482-KR

TAX INFORMATION:
2011-2012

District:	203
Tax Rate:	3.2782
Parcel No.:	139-34-211-001
Real Estate:	$317,117.00
Improvements:	$0.0
Assessed Valuation:	$317,117.00
Acreage Assessed:	1.60

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

kmy

SCHEDULE C

OFFICE NOTES

1. None

SCHEDULE D

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. If you want a full page explanation of our privacy policy, or if you have questions, please contact us.

EXHIBIT 1 (REV. 6/17/06)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
   (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (a) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE, RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
   (A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
   (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
   (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
   (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
   (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART I

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
   PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTEREST, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEY'S FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES, LAWS AND REGULATIONS CONCERNING:
   A. BUILDING
   B. ZONING
   C. LAND USE
   D. IMPROVEMENTS ON THE LAND
   E. LAND DIVISION
   F. ENVIRONMENTAL PROTECTION
   THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
   THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 16, 17 OR 24.
2. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
3. THE RIGHT TO TAKE THE LAND BY CONDEMNING IT, UNLESS:
   A. A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
   B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
4. RISKS:
   A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
   B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
   C. THAT RESULT IN NO LOSS TO YOU; OR
   D. THAT FIRST OCCUR AFTER THE POLICY DATE – THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8D, 22, 23, 24 OR 25.
5. FAILURE TO PAY VALUE FOR YOUR TITLE.
6. LACK OF A RIGHT:
   A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
   B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.
   THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

LIMITATIONS ON COVERED RISKS

YOUR INSURANCE FOR THE FOLLOWING COVERED RISKS IS LIMITED ON THE OWNER'S COVERAGE STATEMENT AS FOLLOWS:
FOR COVERED RISK 14, 15, 16 AND 18, YOUR DEDUCTIBLE AMOUNT AND OUR MAXIMUM DOLLAR LIMIT OF LIABILITY SHOWN IN SCHEDULE A.
THE DEDUCTIBLE AMOUNTS AND MAXIMUM DOLLAR LIMITS SHOWN ON SCHEDULE A ARE AS FOLLOWS:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability		Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or $2,500 (whichever is less)	$10,000	Covered Risk 16	1% of Policy Amount or $5,000 (whichever is less)	$25,000
Covered Risk 15:	1% of Policy Amount or $5,000 (whichever is less)	$25,000	Covered Risk 18	1% of Policy Amount or $2,500 (whichever is less)	$5,000

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6/1/87)
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
   - LAND USE
   - IMPROVEMENTS ON THE LAND
   - LAND DIVISION
   - ENVIRONMENTAL PROTECTION

   THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.
   THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNING IT, UNLESS:
   - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
   - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:
   - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
   - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE – UNLESS THEY APPEARED IN THE PUBLIC RECORDS
   - THAT RESULT IN NO LOSS TO YOU
   - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE – THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:
   - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A

     OR
   - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.

     THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (1) THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (3) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (4) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
   (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
   (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
   (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
   (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
   (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURED THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL OR TO THE EXTENT INSURANCE IS AFFORDED HEREIN AS TO ASSESSMENTS FOR STREET IMPROVEMENTS UNDER CONSTRUCTION OR COMPLETED AT DATE OF POLICY); OR
   (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
7. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
   (1) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

(2) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
(3) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
(A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

2006 ALTA LOAN POLICY (6/17/06)
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
(I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND
(II) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND;
(III) THE SUBDIVISION OF LAND; OR
(IV) ENVIRONMENTAL PROTECTION
OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
(B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6.
2. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OR POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AND INSURED UNDER THIS POLICY;;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11,13, OR 14); OR
(E) RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF AN INSURED TO COMPLY WITH APPLICABLE DOING-BUSINESS LAWS OF THE STATE WHERE THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY IN WHOLE OR IN PART OF THE LIEN OF THE INSURED MORTGAGE THAT ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION CREATING THE LIEN OF THE INSURED MORTGAGE, IS.
(A) A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER, OR
(B) A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 13(B) OF THIS POLICY.
7. ANY LIEN OF THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE INSURED MORTGAGE IN THE PUBLIC RECORDS, THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11(B).

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1 (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATINGTO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND;(III) A SEPERATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, ENCUMBRACE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY,
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME INSURED UNDER THIS POLICY
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY,
4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
(I) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
(II) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
(A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGEMENT OR A LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FORM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

2006 ALTA OWNER'S POLICY (6/17/06)
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY, AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES, OR EXPENSES THAT ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
   (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND;
   (II) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND;
   (III) THE SUBDIVISION OF LAND; OR
   (IV) ENVIRONMENTAL PROTECTION;
   OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
   (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6.
2. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS
   (A) CREATED, SUFFERED, ASSUMED, OR AGREED TO BY THE INSURED CLAIMANT;
   (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
   (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
   (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 9 AND 10); OR
   (E) RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE TITLE.
4. ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION VESTING THE TITLE AS SHOWN IN SCHEDULE A, IS
   (A) A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
   (B) A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 9 OF THIS POLICY.
5. ANY LIEN ON THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE DEED OR OTHER INSTRUMENT OF TRANSFER IN THE PUBLIC RECORDS THAT VESTS TITLE AS SHOWN IN SCHEDULE A.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS FEES OR EXPENSES WHICH ARISE BY REASON OF;

1. (A) ANY LAW,ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPERATION IN OWNERSHIP OR A CHARGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIROMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12,13,14, AND 16 OF THIS POLICY.
   (B) ANY GOVERNMENTAL POLICR POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12,13,14, AND 16.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
   (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
   (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
   (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
   (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); OR
   (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTERET CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE, THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
   (A) THE TIME OF THE ADVANCE, OR
   (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED, IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delinlated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 400 600 800

MAP LEGEND

ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafe - Assessor

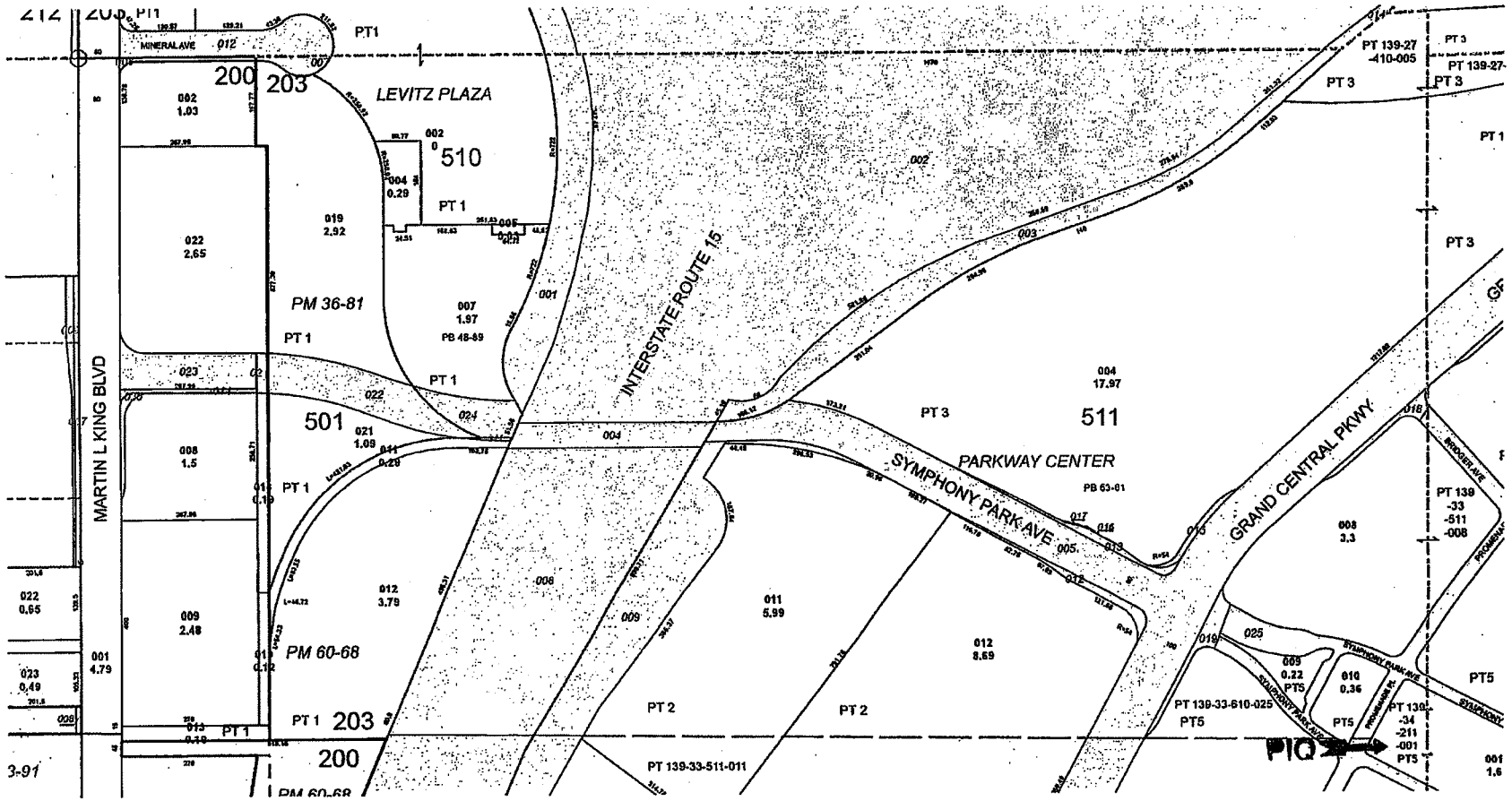
PARCEL BOUNDARY
SUB BOUNDARY
PM/LD BOUNDARY
ROAD EASEMENT
MATCH / LEADER LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PM/LD BOUNDARY
SECTION LINE

CONDOMINIUM UNIT
AIR SPACE PCL
RIGHT OF WAY PCL
SUB-SURFACE PCL

001 ROAD PARCEL NUMBER
001 PARCEL NUMER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
G.5 GOV. LOT NUMBER

BOOK T20S R61E | SEC. 33 | MAP N 2 NE 4 | 139-33-5

Scale: 1" = 200' | Rev: 05/19/2011



TAX DIST 212,203

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delinlated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 400 600 800

MAP LEGEND

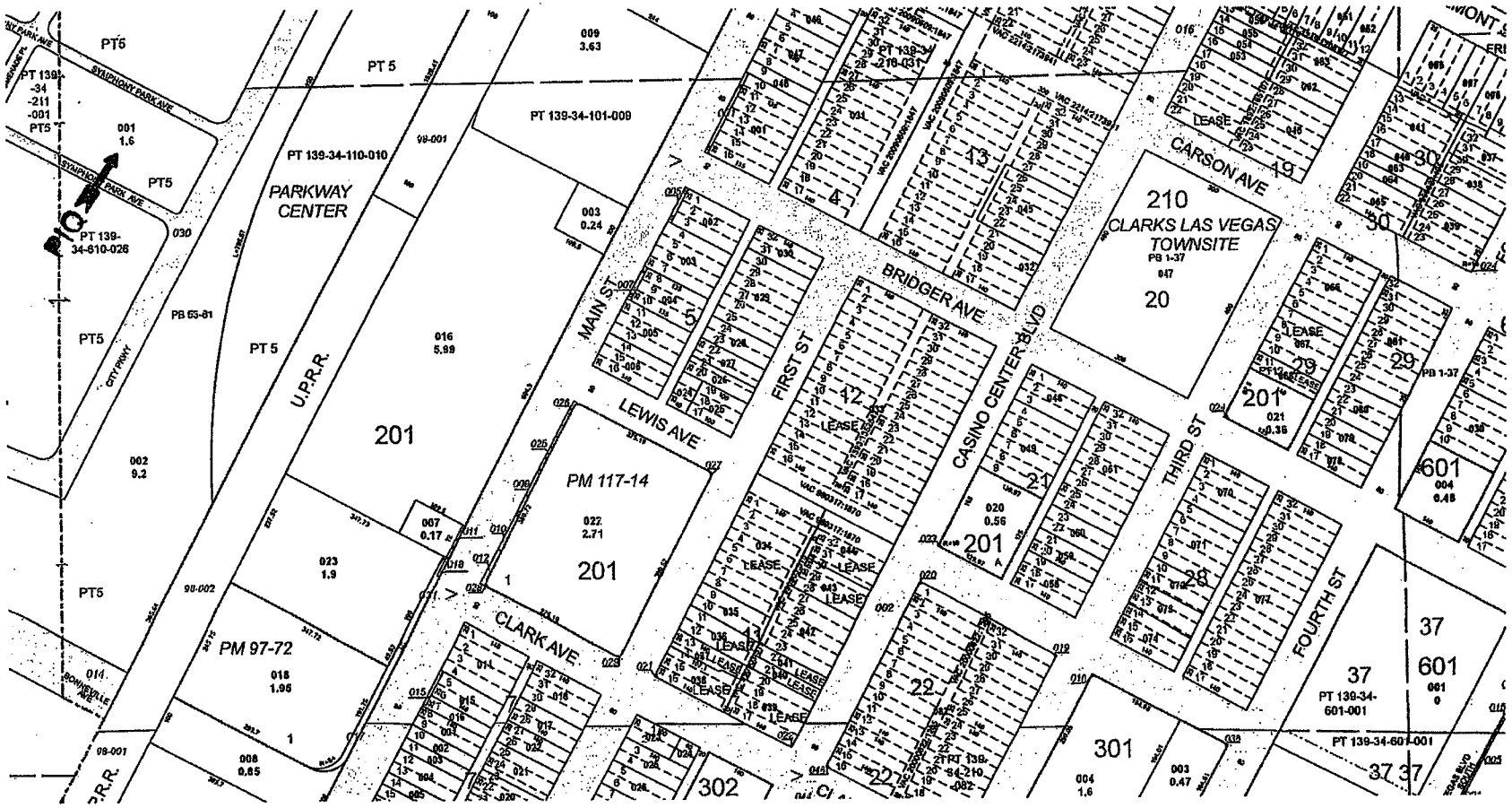
PARCEL BOUNDARY
SUB BOUNDARY
PM/LD BOUNDARY
ROAD EASEMENT
MATCH / LEADER LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PM/LD BOUNDARY
SECTION LINE
CONDOMINIUM UNIT
AIR SPACE PCL
RIGHT OF WAY PCL
SUB-SURFACE PCL

001 ROAD PARCEL NUMBER
001 PARCEL NUMER
1.60 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GLS GOV. LOT NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafe - Assessor

BOOK T20S R61E | SEC. 34 | MAP S 2 NW 4 | 139-34-2

Scale: 1" = 200 ' | Rev: 02/09/2011



TAX DIST 203


OpenWeb
Submit Quick Search
(Parcel / Address Search / Owner)
Search
Display Options
Tools
Points of Interest
Resources
S GRAND CANYON DR
PARKWAY CENTER
147 feet
GISMO

Disposition and Development Agreement

Exhibit I

Form of Deed

EXHIBIT I

APN No: 139-34-211-001

WHEN RECORDED MAIL TO:

The Smith Center for the Performing Arts
241 West Charleston Blvd, Suite 111
Las Vegas, NV 89102
Attention: Legal Department

MAIL TAX STATEMENTS TO:

The Smith Center for the Performing Arts
361 Symphony Park Avenue
Las Vegas, NV 89106
Attention: Accounts Payable

GRANT BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY PARKWAY V, INC., a Nevada non-profit corporation ("*Grantor*"), does hereby grant, bargain, sell and convey to THE SMITH CENTER FOR PERFORMING ARTS, a Nevada non-profit corporation ("*Grantee*") all right, title, and interest in and to that certain real property situated in the City of Las Vegas, Clark County, Nevada bounded and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "*Real Property*").

Together with, all and singular, the tenements, hereditaments and appurtenances belonging, or in anywise appertaining.

To have and to hold, the Real Property described above with the appurtenances, unto Grantee, and to Grantee's heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on by its officer thereunto duly authorized this ____ day of _____, 2011.

Signature on the next page.]

GRANTOR:

CITY PARKWAY V, INC.

By: _____
President

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

_____
Date

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2011 by _____.

WITNESS my hand and official seal.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

410.128
3-3-09
D. JENSEN

Legal Description, M3 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 CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF PROMENADE PLACE AND ALONG THE ARC OF A 2053.00 FOOT RADIUS CURVE TO THE RIGHT, 362.42 FEET, WITH A CENTRAL ANGLE OF 10°06'52"; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 28°00'50" EAST, 583.65 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 61°59'10" EAST, 17.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, SAID POINT ALSO BEING **THE POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 28°00'50" EAST, 73.81 FEET TO A CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG AN ARC OF A 1130.00 FOOT RADIUS CURVE THE RIGHT, 76.94 FEET, WITH A CENTRAL ANGLE OF 03°54'04", TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS, NORTH 58°05'06" WEST; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF PROMENADE PLACE AND EASTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.01 FEET, WITH A CENTRAL ANGLE OF 86°00'22", TO THE NORTHERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 62°04'44" EAST, 382.10 FEET TO A CURVE CONCAVE WESTERLY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND SOUTHERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.70 FEET, WITH A CENTRAL ANGLE OF 89°58'27" TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 27°53'43" WEST, 150.00 FEET TO A CURVE CONCAVE NORTHERLY; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND WESTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.71 FEET, WITH A CENTRAL ANGLE OF 90°01'33", TO THE NORTHERLY RIGHT-OF-WAY SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 62°04'44" WEST, 385.00 FEET TO A

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CURVE CONCAVE EASTERLY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND NORTHERLY, ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.72 FEET, WITH A CENTRAL ANGLE OF 90°05'34", TO **THE POINT OF BEGINNING**.

PARCEL CONTAINS 68,646 SQUARE FEET, MORE OR LESS.

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

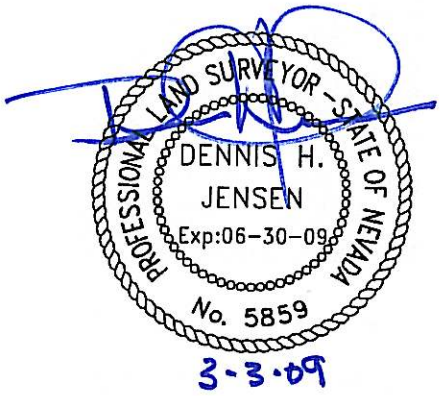

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



N.T.S.

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

SEE DETAIL ON SHEET 4

PARCEL M3
68,648 S.F.

L4

N28°00'50"E
583.65'

POINT OF BEGINNING

GRAND CENTRAL PARKWAY

UNION PACIFIC RAILROAD

PARCEL A-2 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL A-1 (FILE 163, PAGE 35 OF SURVEYS)

C1

L2

L1

(BASIS OF BEARINGS)

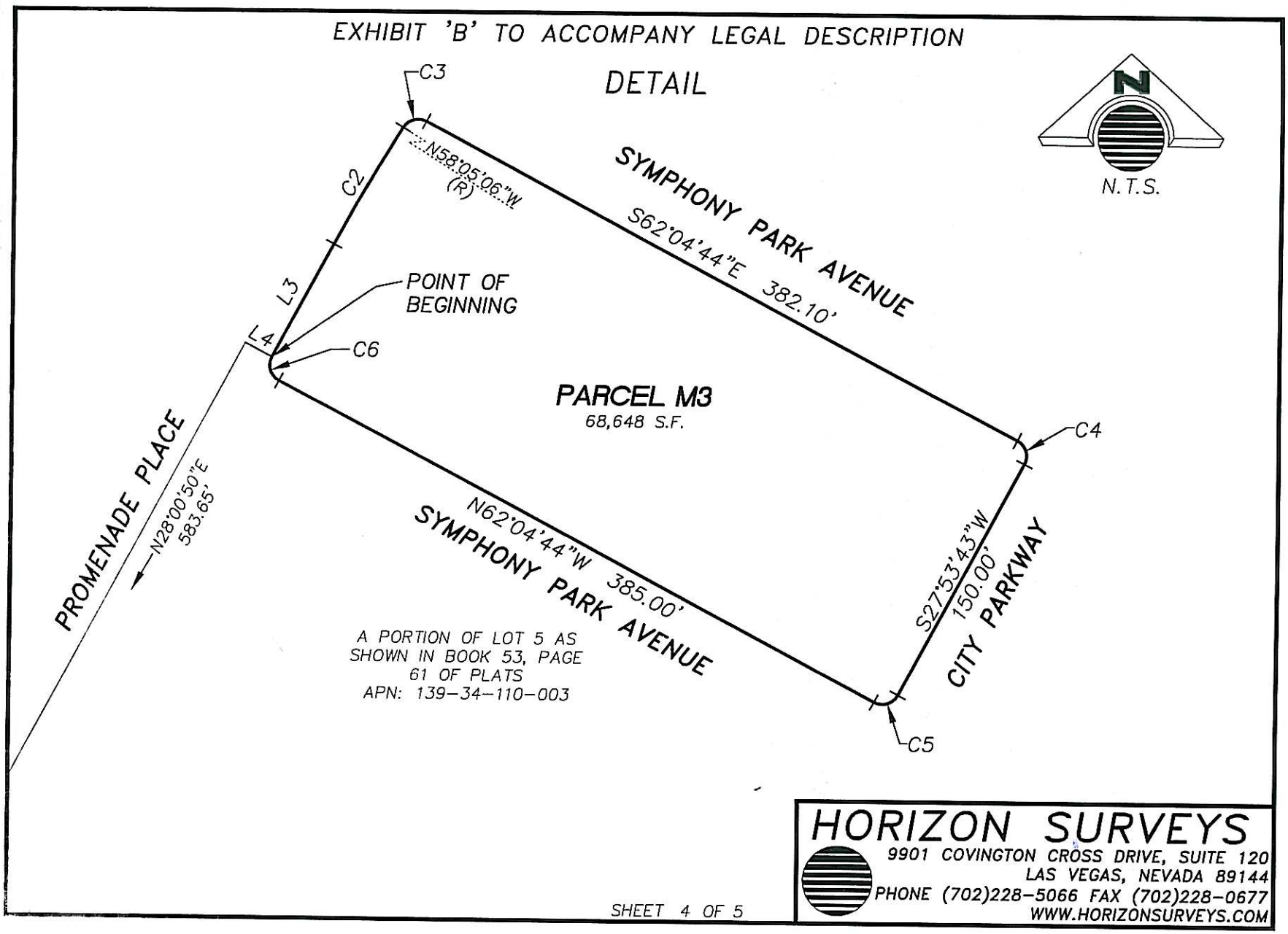
BONNEVILLE AVENUE

POINT OF COMMENCEMENT

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

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

DETAIL



A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003

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		
LINE	BEARING	LENGTH
L1	N81°09'57"E	383.24'
L2	N17°53'58"E	188.15'
L3	N28°00'50"E	73.81'
L4	S61°59'10"E	17.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	10°06'52"	2053.00	362.42'	181.68'
C2	03°54'04"	1130.00	76.94'	38.48'
C3	86°00'22"	10.00	15.01'	9.33'
C4	89°58'27"	10.00	15.70'	10.00'
C5	90°01'33"	10.00	15.71'	10.00'
C6	90°05'34"	10.00	15.72'	10.02'

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Parcel name: M3

North: 6078.4596 East : 10866.8370

Line Course: N 28-00-50 E Length: 73.81

North: 6143.6215 East : 10901.5044

Curve Length: 76.94 Radius: 1130.00

Delta: 3-54-04 Tangent: 38.48

Chord: 76.92 Course: N 29-57-52 E

Course In: S 61-59-10 E Course Out: N 58-05-06 W

RP North: 5612.8768 East : 11899.1066

End North: 6210.2600 East : 10939.9231

Curve Length: 15.01 Radius: 10.00

Delta: 86-00-22 Tangent: 9.33

Chord: 13.64 Course: N 74-55-05 E

Course In: S 58-05-06 E Course Out: N 27-55-16 E

RP North: 6204.9734 East : 10948.4114

End North: 6213.8092 East : 10953.0933

Line Course: S 62-04-44 E Length: 382.10

North: 6034.8888 East : 11290.7142

Curve Length: 15.70 Radius: 10.00

Delta: 89-58-27 Tangent: 10.00

Chord: 14.14 Course: S 17-05-30 E

Course In: S 27-55-16 W Course Out: S 62-06-17 E

RP North: 6026.0529 East : 11286.0317

End North: 6021.3733 East : 11294.8700

Line Course: S 27-53-43 W Length: 150.00

North: 5888.8026 East : 11224.6914

Curve Length: 15.71 Radius: 10.00

Delta: 90-01-33 Tangent: 10.00

Chord: 14.15 Course: S 72-54-30 W

Course In: N 62-06-17 W Course Out: S 27-55-16 W

RP North: 5893.4812 East : 11215.8534

End North: 5884.6439 East : 11211.1664

Line Course: N 62-04-44 W Length: 385.00

North: 6064.9223 East : 10870.9830

Curve Length: 15.72 Radius: 10.00

Delta: 90-05-34 Tangent: 10.02

Chord: 14.15 Course: N 17-01-57 W

Course In: N 27-55-16 E Course Out: N 61-59-10 W

RP North: 6073.7582 East : 10875.6655

End North: 6078.4516 East : 10866.8383

Perimeter: 1129.99 Area: 68,646. S.F. 1.57 ACRES

Mapcheck Closure - (Uses listed courses and chords)

Error Closure: 0.0080 Course: S 09-18-53 E

Error North: -0.00793 East : 0.00130

Precision 1: 140,488.75

Disposition and Development Agreement

Exhibit J

LVVWD Easement Area

The following easements will be executed and placed on the land records against Parcel M3 prior to transfer of title to PAC

A.P.N. 139-34-211-001 (Parcel M3)

EASEMENTS AND RIGHTS-OF-WAY

Above space for Recorder's use ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

Party of the First Part, CITY PARKWAY V hereinafter known as the GRANTOR(s), and LAS VEGAS VALLEY WATER DISTRICT, a Quasi-Municipal Corporation, 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, an Easement and Rights-of-Way 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 described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE 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 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 GRNATEE'S necessary operations using reasonable care; and

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 the changes in grade or other construction were done by third parties with the written consent of the GRANTEE.

A.P.N. 139-34-211-001 (Parcel M3)

GRANTOR:

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 _____ , 2011 _____.

_____ _____

Elizabeth N. Fretwell, President
City Parkway V

_____ _____

ATTEST: Scott D. Adams, Secretary
City Parkway V

State of _____)
) ss.
COUNTY of _____)

On _____, 20 _____, before me, the undersigned, a NOTARY PUBLIC, in and for said known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ____ he ____ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal. _____

Notary Public

M3

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 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**.

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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



Horizon Surveys
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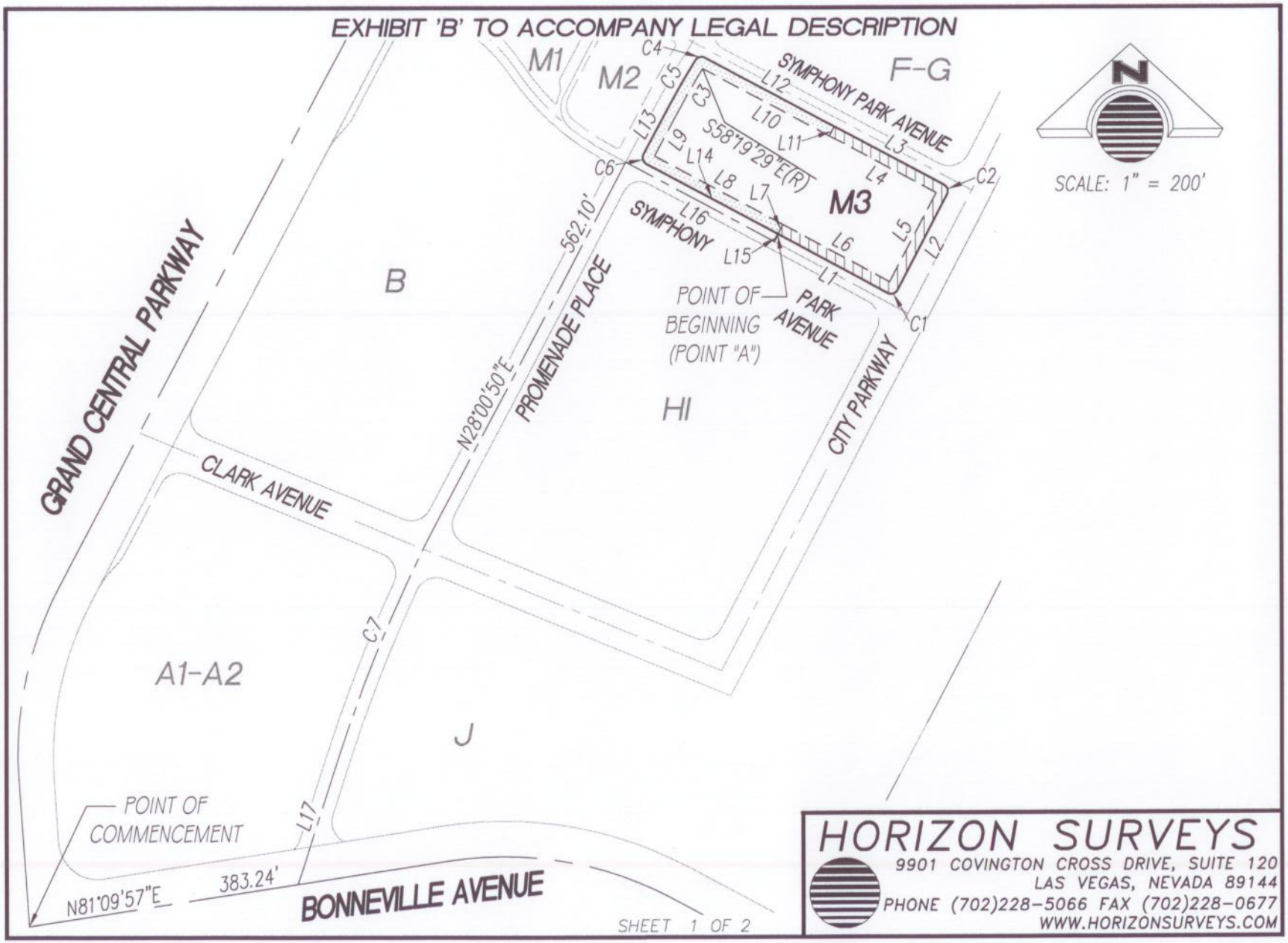
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SHEET 1 OF 2

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

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE TABLE

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

CURVE TABLE

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

LEGEND

CENTERLINE

EASEMENT LINE

AREA OF EASEMENT EAST PART = 7,613 S.F. ±

AREA OF EASEMENT WEST PART = 8,610 S.F. ±

L1 LINE DATA TABLE NUMBER

C1 CURVE DATA TABLE REFERENCE NUMBER

(R) RADIAL LINE

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

A.P.N. 139-34-211-002 and 139-34-110-010 (Parcel M4)

EASEMENTS AND RIGHTS-OF-WAY

Above space for Recorder's use ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

_____

Party of the First Part, CITY PARKWAY V hereinafter known as the GRANTOR(s), and LAS VEGAS VALLEY WATER DISTRICT, a Quasi-Municipal Corporation, 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, an Easement and Rights-of-Way 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 described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE 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 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 GRNATEE'S necessary operations using reasonable care; and

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 the changes in grade or other construction were done by third parties with the written consent of the GRANTEE.

A.P.N. 139-34-211-002 and 139-34-110-010 (Parcel M4)

GRANTOR:

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 _____ , 2011 _____.

_____ _____

Elizabeth N. Fretwell, President
City Parkway V

_____ _____

ATTEST: Scott D. Adams, Secretary
City Parkway V

State of _____)
) ss.
COUNTY of _____)

On _____, 20 _____, before me, the undersigned, a NOTARY PUBLIC, in and for said known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ____ he ____ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal. _____

Notary Public

M4

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:

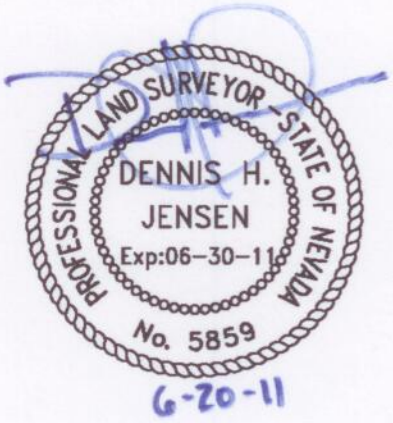
***COMMENCING** AT THE MOST SOUTHEASTERLY CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 27°55'16" EAST, 828.90 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°04'44" WEST, 234.04 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 62°04'44"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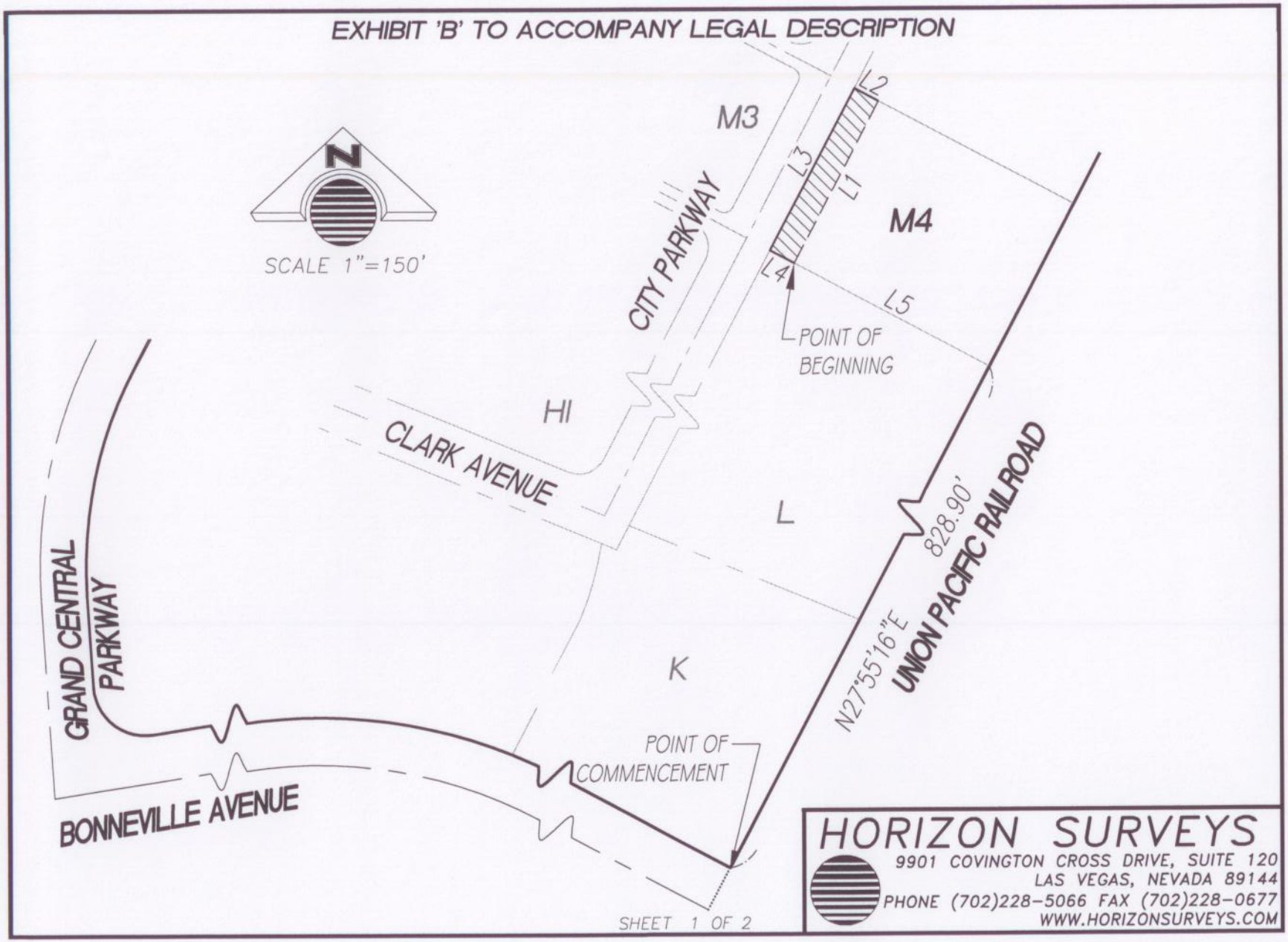

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WWW.HORIZONSURVEYS.COM

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
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A.P.N. 139-34-211-002 and 139-34-110-010 (Parcel N)

EASEMENTS AND RIGHTS-OF-WAY

Above space for Recorder's use ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

Party of the First Part, CITY PARKWAY V hereinafter known as the GRANTOR(s), and LAS VEGAS VALLEY WATER DISTRICT, a Quasi-Municipal Corporation, 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, an Easement and Rights-of-Way 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 described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE 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 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 GRNATEE'S necessary operations using reasonable care; and

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 the changes in grade or other construction were done by third parties with the written consent of the GRANTEE.

A.P.N. 139-34-211-002 and 139-34-110-010 (Parcel N)

GRANTOR:

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 _____ , 2011 _____.

_____ _____

Elizabeth N. Fretwell, President
City Parkway V

_____ _____

ATTEST: Scott D. Adams, Secretary
City Parkway V

State of _____)
) ss.
COUNTY of _____)

On _____, 20 _____, before me, the undersigned, a NOTARY PUBLIC, in and for said known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ____ he ____ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal. _____

Notary Public

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:

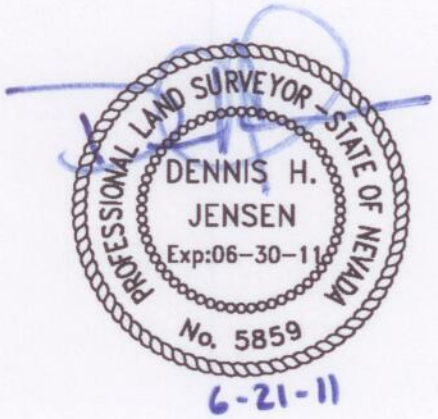
COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 27°55'16" EAST, 1021.90 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°04'44" WEST, 234.13 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 62°04'44" WEST, 29.00 FEET TO A POINT 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)

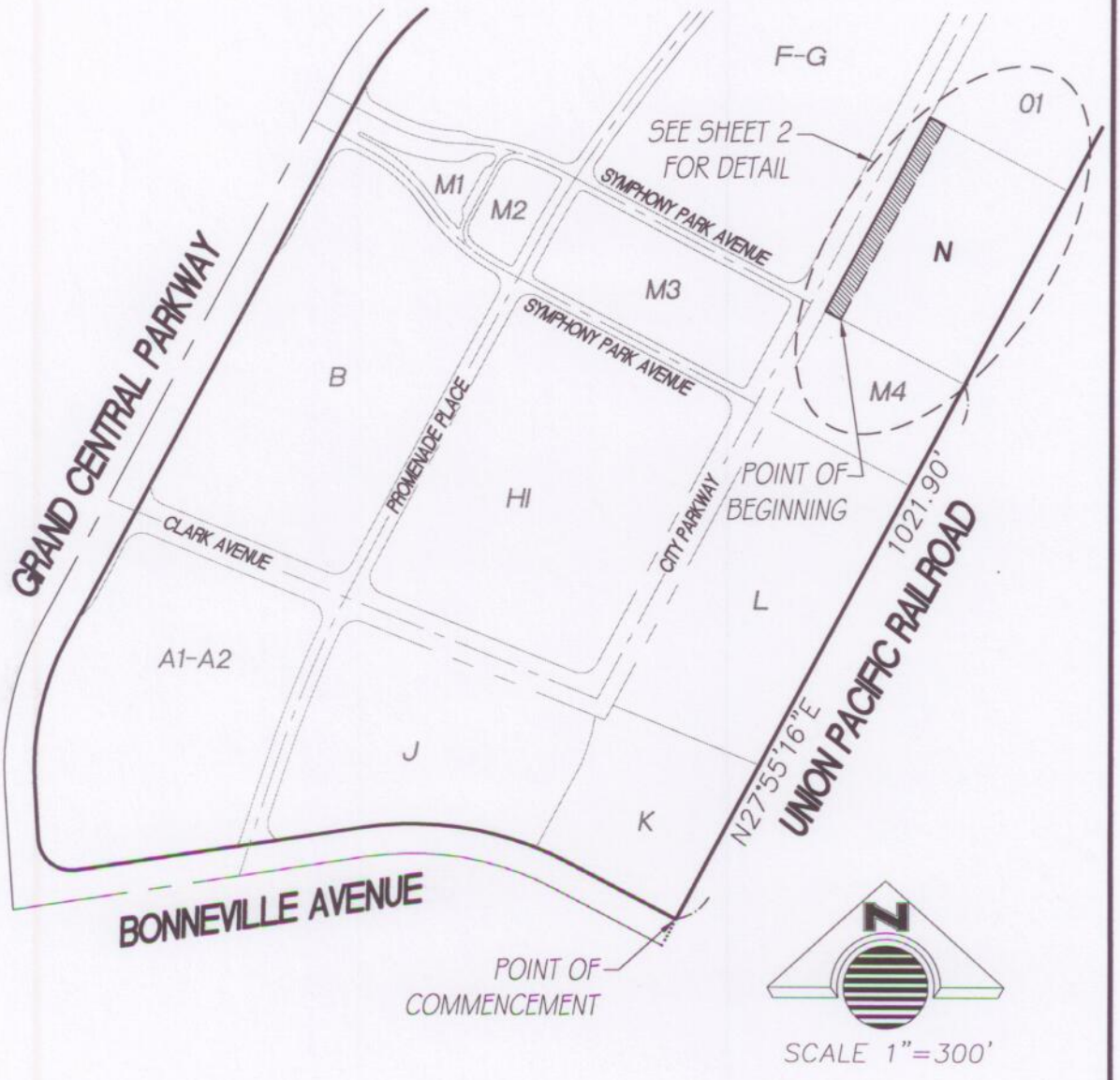
END OF DESCRIPTION.

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



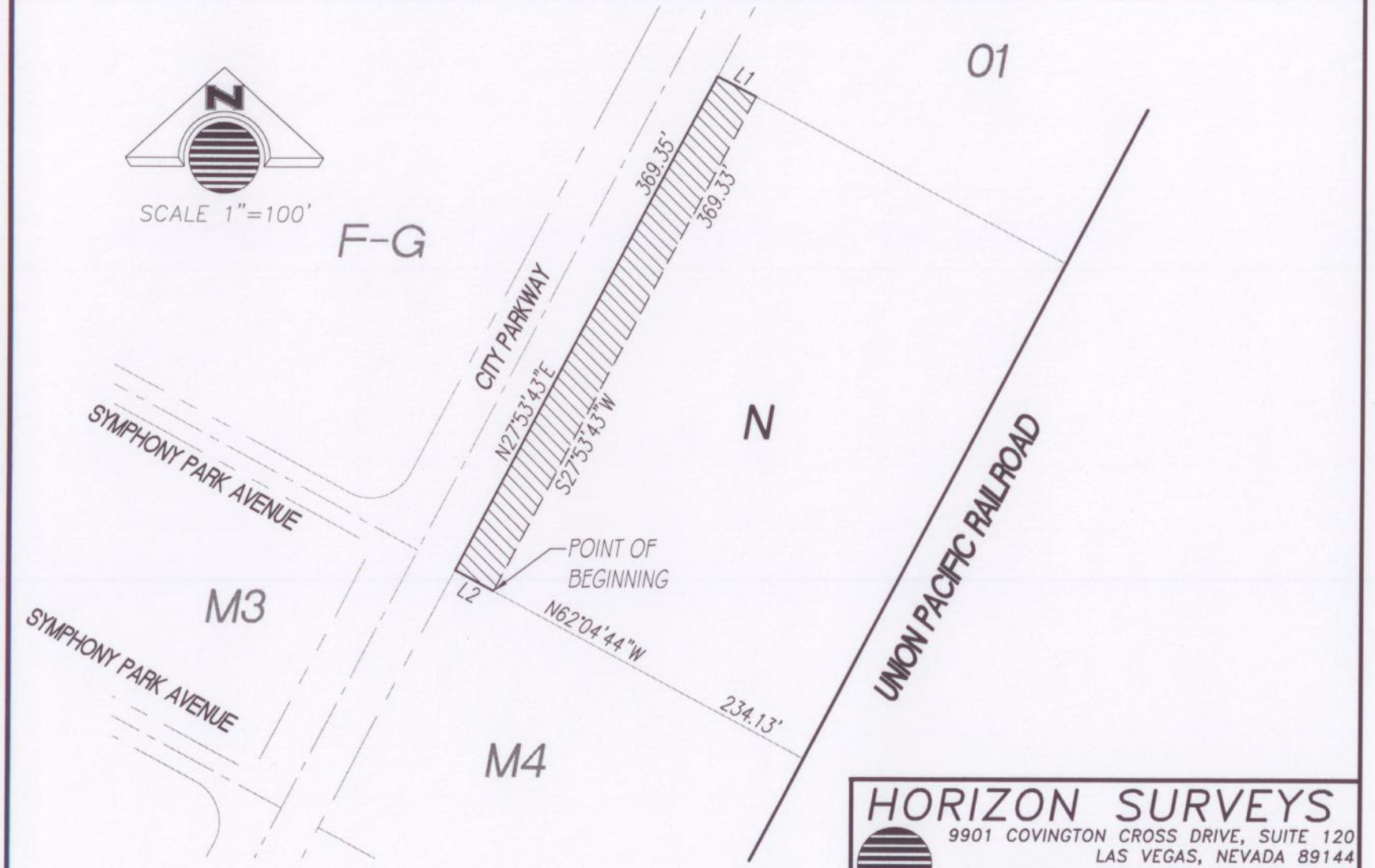
Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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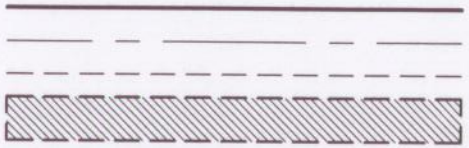
WWW.HORIZONSURVEYS.COM

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

Site Map


Parcel A
Parcel B
Parcel C
Parcel D
Parcel E
Parcel F/G
Parcel H/I
Parcel J
Parcel K
Parcel L
Parcel M1
Parcel M2
Parcel M3
Parcel M4
Parcel N
Parcel O1
Parcel O2
Parcel P
Parcel Q
GRAND CENTRAL PARKWAY
W. CLARK AVE
BONNEVILLE AVE
CITY PARKWAY
BROADWAY AVENUE
RAILROAD R.O.W.
Smith Center for the Performing Arts
Potential Site for City Hall

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
Report for possible action regarding an Economic Development Strategy Update – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
As a major component of Economic and Urban Development Department's (EUD) Business Strategy, EUD staff has been tasked to develop a comprehensive Economic Development Strategy by the end of Fiscal Year 2012 (June 30, 2012). Vision is to grow 5,000 jobs in five (5) years in non-core industries, thereby diversifying the economic base by expanding key industry clusters through proactive public investment and coordination with the private sector.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of Work Card Denial for Jared Aiken, db at TSI, 9555 Del Webb Boulevard - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
RESOLUTIONS:

R-44-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program Agreement (CVIP) between the RDA and ALLO, LLC, (Owner and CVIP Participant) located at 1119 South Main Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to RDA Item 5 (RA-9-2011)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion for possible action regarding assisting ALLO, LLC, (CVIP Participant) with the cost of exterior improvements to the property located at 1119 South Main Street (APN 162-03-110-078). Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-44-2011
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND ALLO, LLC ("PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-03-110-078

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, ALLO, LLC (the "PARTICIPANT") is the owner of real property and improvements located at 1119 MAIN STREET, and which parcel is commonly known as APN 162-03-110-078 (the "Site"); and

WHEREAS, ALLO, LLC. (the "PARTICIPANT") is the owner of the real property located at 1119 MAIN STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to ALLO, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2011.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____ 10-3-11
Date

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and ALLO, LLC ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of $25,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of twenty-five thousand dollars (**$25,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner have submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement,

Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements

are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2011 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2011.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____ 10-3-11
Counsel to the Agency Date

Michael Niaechos
Print Name

ALLO, LLC

By: _____
Marc Abelman
Its: Owner

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOT FOURTEEN (14) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Inst #: 201106280002699
Fees: $16.00 N/C Fee: $0.00
RPTT: $1122.00 Ex: #
06/28/2011 02:38:12 PM
Receipt #: 827271
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: JRV Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P. N.: 162-03-110-078
R.P.T.T.: $1,122.00

Escrow #10-12-0413-MLD

Mail tax bill to and when recorded mail to:
ALLO, LLC
5304 Rizari Ct
Las Vegas, NV 89130

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **Bayview Loan Servicing, LLC a Delaware Limited Liability Company,,** for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **ALLO, LLC**, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 21 day of June, 20 11

Bayview Loan Servicing, LLC a Delaware Limited Liability Company

By: _____ Sonia Asencio
Assistant Secretary

Sonia Asencio

State of Florida

County of Miami-Dade

This instrument was acknowledged before me on 6/21/11

by Sonia Asencio, Assistant Secretary

NOTARY PUBLIC
My Commission Expires: _____

DORIS T. MACIAS
MY COMMISSION # DD 756775
EXPIRES: February 10, 2012
Bonded Thru Notary Public Underwriters

Doris T. Macias
DD 756775
February 10, 2012

EXHIBIT "A"

LOT FOURTEEN (14) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 162-03-110-078
   b) _____
   c) _____
   d) _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page _____
Date of Recording: _____
Notes:

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. x Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other _____

3 a. Total Value/Sales Price of Property $220,000.00

   b. Deed in Lieu of Foreclosure Only (value of property) _____

   c. Transfer Tax Value: $220,000.00

   d. Real Property Transfer Tax Due $1,122.00

4. **If Exemption Claimed:**

   a. Transfer Tax Exemption, per NRS 375.090, Section: _____

   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: DORIS MACIAS Capacity: GRANTOR/SELLER

Signature: REO C... Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Bayview Loan Servicing, LLC a Delaware Limited Liability Company	Print Name:	ALLO LLC
Address:	4425 Ponce De Leon	Address:	5304 Ritchi Ct
City:	Coral Gable Blvd	City:	LV
State:	FL Zip: 33146	State:	NV Zip: 89130

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 10-12-0413-MLD
Address: 2500 N. Buffalo Drive, Suite 150
City: Las Vegas State: NV Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the northerly,easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 162-03-110-078

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged ALLO, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of _____, _____.

ALLO, LLC

By:_____
MARC ABELMAN

Its: CFO
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by MARC ABELMAN as CFO.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

LOT FOURTEEN (14) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 162-03-110-078

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between ALLO, LLC, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1119 MAIN STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.162-03-110-078; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

   In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: MARC ABELMAN
ALLO, LLC
5304 Rizari Court
Las Vegas, NV 89130

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the

Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

. . .
. . .
. . .

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: MARC ABELMAN
Title: OWNER/CFO

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by MARC ABELMAN as OWNER/CFO.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by CAROLYN G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT FOURTEEN (14) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Installation of signage	**$8,000.00**
2. Replace windows and door	**$28,120.00**
3. Painting, installation of tile	**$21,880.00**
TOTAL ESTIMATED PROJECT COSTS	**$58,000.00**
Interior renovations	$170,000.00
Estimated CVIP Grant	$25,000

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 90 days, depending on contractor's work schedule/work load.

✓

Attachment 6

Please Print Legibly

VIP Disclosure of Ownership/Principals (Real Property)

VIP Contracting Entity Information

Name ~~MARC ABelman~~ ALLO LLC

Mailing Address 1119 S. Main 89104

Business Phone 702. 399. 1100

Tax ID or Social Security Number 43-2066747

Ownership Interest

Estate in Severalty_____ Tenancy in Common_____ Joint Tenancy X

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
MARC ABelman owner / CFO	1119 S. Main St. 89104	702.399.1100
Jill ABelman owner / CEO	1119 S. Main St. 89104	" "

Additional Ownership/Principals

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

Please Print Legibly

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 9/14/11

State of Nevada }
County of Clark }

This instrument was acknowledged before me on September 14, 2011 (date) by Marc Ahelman (name of person).

Notary Public: _____

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

ATTACHMENT 7

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NV }
} ss:
COUNTY OF Clark }

Please Print Legibly

I, Marc Abelman, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the ALLO, LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1119 S. Main St. ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on ~~9/7/11~~ 9/21/11 or 10/5/11.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

   Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☑ or

   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ☑

   d. The exterior improvements to the property or business do not have a direct affect on revenues, therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☑

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____ (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. _____ (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____ (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____ (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 14th day of Sept 2011.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 14 day of September, 2011, by Marc Abelman.

NOTARY PUBLIC

My Commission Expires: ~~November~~ September 18, 2014

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

Before Pictures and After Rendering

(Inside Style – 1119 S. Main Street)





Before Pictures and After Rendering

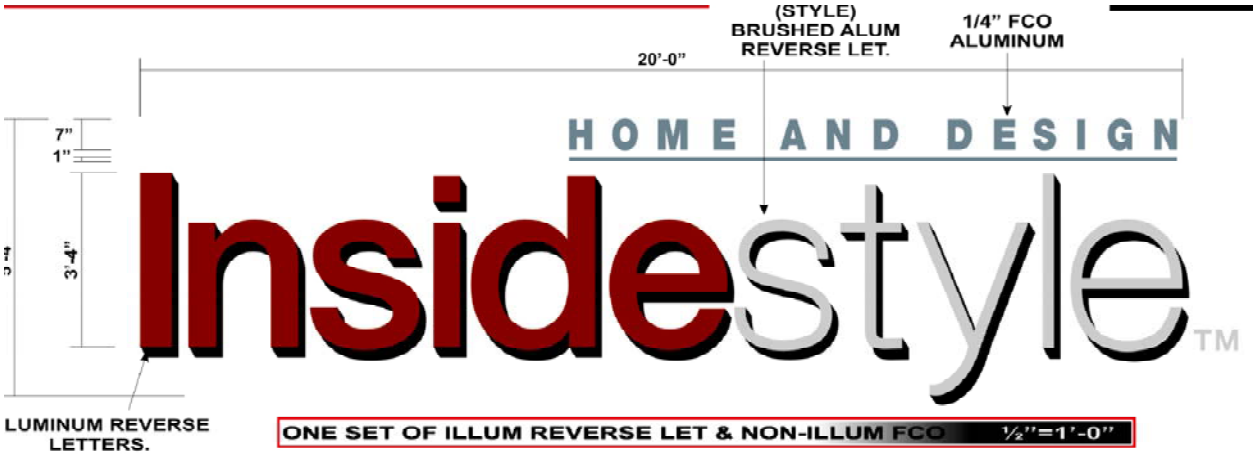
(Inside Style – 1119 S. Main Street)



Before Pictures and After Rendering

(Inside Style – 1119 S. Main Street)





SITE MAP
(ALLO, LLC. – 1119 MAIN STREET)



City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
RESOLUTIONS:

R-45-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and T-UPR, LLC, (Owner and CVIP Participant) located at 1 Main Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to Item 6 (RA-10-2011)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion for possible action regarding assisting T-UPR, LLC, (CVIP Participant) with the cost of exterior improvements to the property located at 1 Main Street (APN 139-34-101-006). Approval will adopt findings that the CVIP is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-45-2011
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND T-UPR, LLC ("PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-101-006

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, T-UPR, LLC (the "PARTICIPANT") is the owner of real property and improvements located at 1 MAIN STREET, and which parcel is commonly known as APN 139-34-101-006 (the "Site"); and

WHEREAS, T-UPR, LLC (the "PARTICIPANT") is the owner of the real property located at 1 MAIN STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to T-UPR, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2011.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____ 10-3-11
Date

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and T-UPR, LLC ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of $25,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of twenty-five thousand dollars (**$25,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner have submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement,

Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements

are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2011 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2011.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____ 10-3-11
Counsel to the Agency Date

_____
Print Name

T-UPR, LLC

By: _____
Jonathan Jossel
Its: Director of Development for Tamares

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I - (NORTH TOWER):

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 27° 45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN, RECORDED IN BOOK 47, PAGE 140 OF DEEDS; THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET (AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN) NORTH 62°15' WEST, 244.00 FEET; THENCE SOUTH 27°45' WEST, 275.00 FEET; THENCE SOUTH 62° 15' EAST, 244.00 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 275.00 FEET TO THE POINT OF BEGINNING.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

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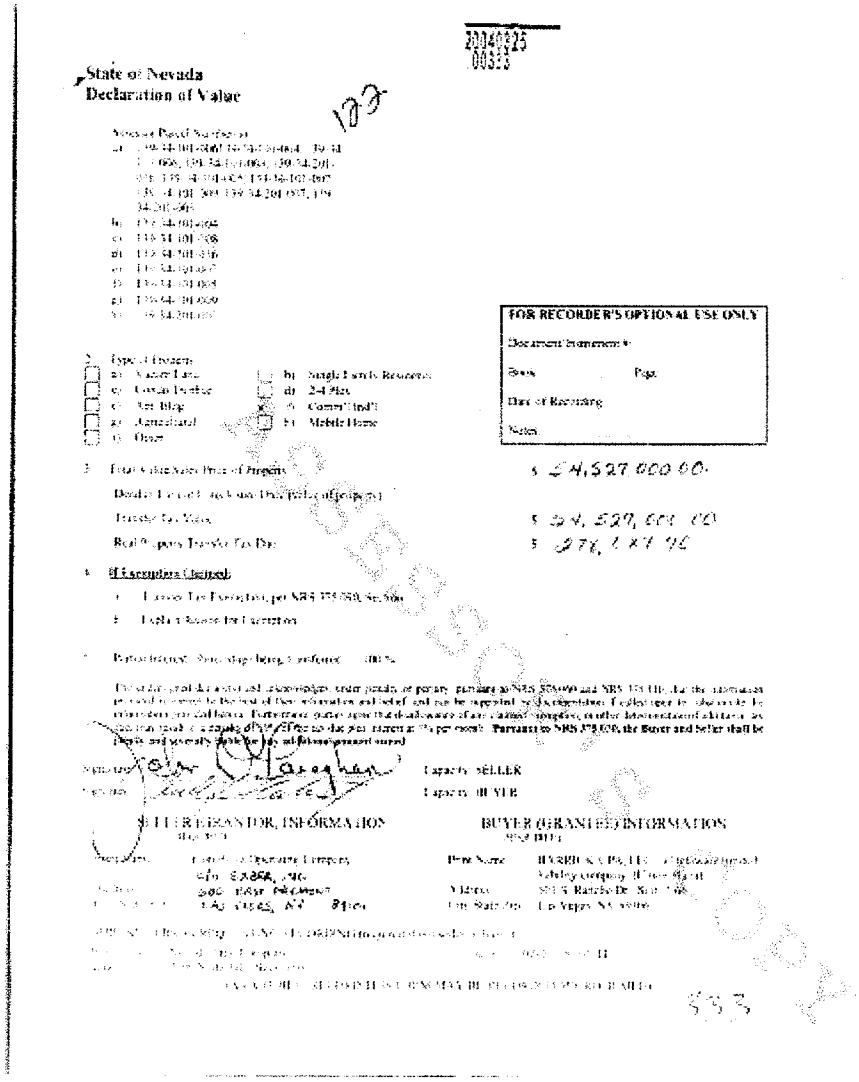

State of Nevada
Declaration of Value

122

Assessor Parcel Number(s)
a) 139-34-101-006/139-34-101-004/139-34-101-008, 139-34-101-004, 139-34-201-008, 139-34-101-005/139-34-101-007, 139-34-101-008/139-34-201-007, 139-34-201-006
b) 139-34-101-004
c) 139-34-101-008
d) 139-34-101-006
e) 139-34-101-007
f) 139-34-101-008
g) 139-34-101-009
h) 139-34-201-007

FOR RECORDER'S OPTIONAL USE ONLY
Document Instrument #
Book Page
Date of Recording
Notes

2. Type of Property
- a) Vacant Land
- b) Single Family Residence
- c) Condo Dwelling
- d) 2-4 Plex
- e) Apt. Bldg.
- f) Comm'l Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other

3. Total Value/Sales Price of Property $ 54,527,000.00
Deed of Trust Lien Assumed Due Price of Property
Transfer Tax Value $ 54,527,000.00
Real Property Transfer Tax Due $ 276,687.75

4. If Exemption Claimed:
a. Transfer Tax Exemption, per NRS 375.090, Section
b. Explain Reason for Exemption

5. Partial Interest: Percentage being transferred 100 %

The undersigned declares and acknowledges under penalty of perjury, pursuant to NRS 375.090 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: [signature] Capacity: SELLER
Signature: [signature] Capacity: BUYER

SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
Company: Cabrera Company	Print Name: HARRICK CVIP, LLC
c/o EXBRA, INC	Valley Company, Union Plant
500 EAST FREMONT	Address: 501 S. Rancho Dr. Suite 1-68
LAS VEGAS, NV 89101	City, State, Zip: Las Vegas, NV 89106

[illegible]

[illegible]

533

Assessor's Copy

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CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF

[illegible]

A.P.N. [illegible]

Recorded at the Request of
Nevada Title Company
Escrow #02-07-1501-D11

Mail tax bill to and
When recorded mail to
BARRICK-UPR, LLC, a Delaware limited liability company

Barrick Gaming Corporation
[illegible]
[illegible]
Las Vegas, Nevada 89106

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That Exbar, Inc., a Nevada Corporation, as to Parcels I through IV inclusive and Parcel IX; Union Plaza Operating Company, a Nevada corporation as to Parcels V, VI and VII; Union Plaza Hotel and Casino, Inc., a Nevada corporation as to Parcel VIII, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey **BARRICK-UPR, LLC, a Delaware limited liability company**, all that real property situated in the County of Clark, State of Nevada, bounded and described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

Total THER with all buildings, improvements and fixtures located thereon, and all of Grantor's right, title and interest in an to all hereditaments and rights appurtenant thereto, including (i) any mineral, oil, gas, and water rights or interests and air rights on or under said real property, if any, (ii) any easements or rights of way pertaining to or benefiting said real property, and (iii) any interest in streets, alleys, advantages, and any [illegible] appurtenant thereto, and to the extent included within the perimeter boundaries of said real estate.

ASSESSOR'S COPY

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0033

IN WITNESS WHEREOF, this instrument has been executed this 24th day of MARCH 2004.

EXBES, INC., a Nevada corporation

By: [signature]
PRINT NAME: JOHN D. CAUGHAN
TITLE: PRESIDENT

UNION PLAZA OPERATING COMPANY, a Nevada corporation

By: [signature]
PRINT NAME: JOHN D. CAUGHAN
TITLE: PRESIDENT

UNION PLAZA HOTEL AND CASINO, a Nevada corporation

By: [signature]
PRINT NAME: JOHN D. CAUGHAN
TITLE: PRESIDENT

Stated of NEVADA
Ss.
Limiting of Clerk

This instrument was acknowledged before me on MARCH 24, 2004

ASSESSOR'S COPY

20042325
00333

by JOHN D. GAUGHAN as PRESIDENT
of Exber, Inc., a Nevada Corporation

NOTARY PUBLIC
My Commission Expires: 9-10-06

Notary Public State Of Nevada
COUNTY OF CLARK
ALAN J. WOODY
My Appointment Expires
September 10, 2006

State of NEVADA
County of Clark } ss

This instrument was acknowledged before me on MARCH 24, 2004
by JOHN D. GAUGHAN as PRESIDENT
of UNION PLAZA OPERATING COMPANY, a Nevada corporation

NOTARY PUBLIC
My Commission Expires: 9-10-06

Notary Public State Of Nevada
COUNTY OF CLARK
ALAN J. WOODY
My Appointment Expires
September 10, 2006

State of NEVADA
County of Clark } ss

This instrument was acknowledged before me on MARCH 24, 2004
by JOHN D. GAUGHAN as PRESIDENT
of Union Plaza Hotel and Casino, Inc., a Nevada corporation

NOTARY PUBLIC
My Commission Expires: 9-10-06

Notary Public State Of Nevada
COUNTY OF CLARK
ALAN J. WOODY
My Appointment Expires
September 10, 2006

ASSESSOR'S COPY

EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I - (NORTH TOWER)

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 1 OF PLATS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 27° 45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND ETAL CASHMAN, RECORDED IN BOOK 47, PAGE 140 OF DEEDS; THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET (AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN) NORTH 62° 15' WEST, 244.00 FEET; THENCE SOUTH 27°45' WEST, 275.00 FEET; THENCE SOUTH 62° 15' EAST, 244.00 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 275.00 FEET TO THE POINT OF BEGINNING.

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PARCEL II - (PASSENGER DEPOT)

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS OF SAID COUNTY, THENCE ALONG SAID NORTHWESTERLY LINE NORTH 27°45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN, RECORDED IN BOOK 47, PAGE 140 OF DEEDS OF SAID COUNTY, THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET (AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN) NORTH 62°15' WEST, 244.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 27°45' WEST, 111.76 FEET, THENCE NORTH 62°15' WEST, 51.00 FEET, THENCE NORTH 27°45' EAST, 111.76 FEET TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LAND OF JAMES CASHMAN AND LEAH CASHMAN, THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 62°15' EAST, 51.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE RIGHT, LICENSE AND EASEMENT FOR RAILWAY PASSENGER AND BAGGAGE UNLOADING, AND INGRESS AND EGRESS TO AND FROM THE RAILWAY PASSENGER DEPOT AS RESERVED IN GRANT DEED RECORDED JULY 23, 1981 AS INSTRUMENT NO. 1306573, BOOK 1437 OFFICIAL RECORDS OF SAID COUNTY, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS

COPY

VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°49' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN RECORDED IN BOOK 47, PAGE 140 OF DEEDS OF SAID COUNTY, THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN, NORTH 62°15' WEST, 295.90 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 27°45' WEST, 111.76 FEET; THENCE NORTH 62°15' WEST, 64.94 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION, PARCEL NO. 2, RECORDED JUNE 23, 1977 AS INSTRUMENT NO. 71092 IN BOOK 755, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID DEEDED PARCEL, NORTH 27°49'00" EAST, 111.76 FEET TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LAND OF JAMES CASHMAN AND LEAH CASHMAN; THENCE SOUTH 62°15' EAST, ALONG SAID NORTHWESTERLY PROLONGATION, 65.98 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL III - (BUS DEPOT AND PARKING STRUCTURE)

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET, AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 453.37 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 27°45' WEST, 296.77 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO C.L. WADSWORTH RECORDED AUGUST 9, 1960 AS DOCUMENT NUMBER 203362 IN BOOK 256 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND OF WADSWORTH, AND ITS NORTHWESTERLY PROLONGATION, NORTH 62°15' WEST, 244.00 FEET; THENCE NORTH 27°45' EAST, 296.77 FEET; THENCE SOUTH 62°15' EAST, 244.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT, LICENSE AND EASEMENT AS RESERVED IN GRANT DEED, RECORDED JULY 23, 1981 AS INSTRUMENT NO. 1395373, BOOK 1437 OFFICIAL RECORDS OF SAID COUNTY FOR CERTAIN EXISTING GARAGE IMPROVEMENTS, SUPPORT COLUMNS AND FACILITIES, FOUNDATIONS AND FOOTINGS AND UNDERGROUND UTILITIES OVER THE FOLLOWING DESCRIBED PARCEL A, PROVIDED HOWEVER, THAT ONLY THE AFOREMENTIONED EASEMENT FOR UNDERGROUND UTILITIES SHALL BE NON-EXCLUSIVE AND SHALL EXTEND TO THE ENTIRE PARCEL A, AND THE REMAINDER OF THE RIGHT, LICENSE AND EASEMENT RESERVED IN SAID GRANT DEED SHALL BE EXCLUSIVE AND SHALL BE OVER AND ACROSS PARCEL B, BOTH PARCELS A AND B BEING DESCRIBED AS FOLLOWS:

PARCEL A

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE

COPY

NORTHEAST QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHEASTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN ON SHEET 1 IN WITNESS MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 7 OF PLATS, OF OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 356.95 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION, RECORDED JUNE 8, 1971 AS INSTRUMENT NO. 00576, BOOK 712, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID DESCRIBED PARCEL, NORTH 62°15' WEST, 240.00 FEET TO THE MOST NORTHERLY CORNER OF SAID DESCRIBED PARCEL; THENCE ALONG THE NORTHWESTERLY LINE OF SAID DESCRIBED PARCEL, SOUTH 27°45' WEST, 96.42 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 62°15' EAST, 240.00 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 96.42 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN ON SHEET 1 IN WITNESS MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, OF OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 449.37 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY LINE, NORTH 62°15' WEST, 240.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION RECORDED JUNE 8, 1971 AS INSTRUMENT NO. 00576, BOOK 712, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID DESCRIBED PARCEL, SOUTH 27°45'

COPY

WEST, 16.00 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 64°19' EAST, 244.00 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 26°45' EAST, 16.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL IV

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL 7, AS SHOWN ON RECORD OF SURVEY IN FILE 80, PAGE 12, CLARK COUNTY RECORDS, NEVADA, THENCE NORTH 27°55'28" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET (80.00 FEET WIDE) A DISTANCE OF 72.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 27°55'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET A DISTANCE OF 605.00 FEET; THENCE NORTH 62°04'32" WEST A DISTANCE OF 100.50 FEET; THENCE NORTH 27°55'28" EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 62°04'32" WEST A DISTANCE OF 230.00 FEET; THENCE NORTH 59°07'30" EAST A DISTANCE OF 70.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FEET WIDE); THENCE SOUTH 27°55'16" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 846.74 FEET; THENCE SOUTH 62°04'32" EAST A DISTANCE OF 250.23 FEET; THENCE NORTH 27°55'28" EAST A DISTANCE OF 72.08 FEET; THENCE SOUTH 62°04'32" EAST A DISTANCE OF 179.50 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER SHOWN AND DEFINED UPON THAT CERTAIN RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT RECORDED MAY 29, 1997 IN FILE 95 OF SURVEYS, PAGE 12, IN BOOK 970529 AS DOCUMENT NO. 01336, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

UNOFFICIAL DOCUMENT

PARCEL V (CASINO)

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND NORTHWESTERLY LINE OF MAIN STREET, AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARKS LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 197.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 279.66 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, NORTH 62°15' WEST, 244.00 FEET; THENCE NORTH 27°45' EAST, 279.66 FEET; THENCE SOUTH 62°15' EAST, 244.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE LANDS HEREBY CONVEYED AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF.

ALSO EXCEPTING THEREFROM ALL WATER AND ALL WATER RIGHTS, AND THE RIGHT TO DRILL FOR, PRODUCE AND PUT TO BENEFICIAL USE ALL WATER PRODUCED FROM SAID LANDS BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF SAID LANDS.

PARCEL 1 (SOUTHEASTERLY)

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET, AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 396.95 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION RECORDED JUNE 6, 1977 AS INSTRUMENT NO. 105326, BOOK 1320 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID DEEDED PARCEL, NORTH 62°15' WEST, 244.08 FEET TO THE MOST NORTHERLY CORNER OF SAID DEEDED PARCEL; THENCE ALONG THE NORTHWESTERLY LINE OF SAID DEEDED PARCEL, SOUTH 27°45' WEST, 66.42 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 62°15' EAST, 244.08 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 66.42 FEET TO THE TRUE POINT OF BEGINNING.

DRAFT

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PARCEL VII (WEST PARKING LOT)

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTER LINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1 PAGE 37 OF PLATS, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN, RECORDED BOOK 47, PAGE 140 OF DEEDS, OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN NORTH 62°15' WEST, 295.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 27°45' WEST, 111.76 FEET, THENCE SOUTH 62°15' EAST, 51.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION RECORDED JUNE 8, 1971 AS INSTRUMENT NO. 105326, BOOK 132, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THE NORTHWESTERLY LINE OF SAID DEEDED PARCEL AND ITS SOUTHWESTERLY PROLONGATION SOUTH 27°45' WEST, 806.09 FEET TO THE SOUTHWEST CORNER OF SAID DEEDED PARCEL DESCRIBED AS PARCEL NO. 1, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID DEEDED PARCEL SOUTH 62°15' EAST, 133.89 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY UNION PACIFIC RAILROAD COMPANY TO C.L. WADSWORTH BY DEED RECORDED APRIL 23, 1961 AS DOCUMENT NO. 338454, BOOK 295 OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND OF C.L. WADSWORTH SOUTH 27°45' WEST, 300.00 FEET, THENCE ALONG THE SOUTHWESTERLY LINE AND ITS SOUTHEASTERLY PROLONGATION OF SAID DEEDED PARCEL SOUTH 62°15' EAST, 110.11 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET, THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 27°45' WEST, 40.00 FEET TO THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WESTERN RENTALS, INC., RECORDED MAY 4, 1956 AS DOCUMENT NO. 73432, BOOK 93, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THE NORTHEASTERLY LINE AND ITS

COPY

NORTHWESTERLY PROLONGATION OF SAID DEEDED PARCEL NORTH 62°15' WEST, 348.99 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION AS PARCEL NO. 2 RECORDED JUNE 23, 1977 AS INSTRUMENT NO. 714092 IN BOOK 755, THENCE ALONG SAID NORTHWESTERLY LINE NORTH 18°53'07" EAST, 71.22 FEET, THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE NORTH 27°45'03" EAST 1187.48 FEET, MORE OR LESS TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LAND OF JAMES CASHMAN AND LEAH CASHMAN, THENCE SOUTHEASTERLY SOUTH 62°15' EAST, 64.94 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, 80 FEET IN WIDTH, DISTANT THEREON NORTH 27°45' EAST, 390.00 FEET FROM THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF LEWIS STREET, 80 FEET IN WIDTH, AS SAID STREETS ARE SHOWN ON MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY, THENCE LEAVING SAID WESTERLY LINE OF MAIN STREET, NORTH 62°15' WEST, 109.5 FEET, THENCE NORTH 27°45' EAST, 300.00 FEET; THENCE SOUTH 62°15' EAST, 109.5 FEET TO A POINT IN SAID WESTERLY LINE OF MAIN STREET; THENCE ALONG SAID WESTERLY LINE, SOUTH 27°45' WEST, 300.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, 80 FEET IN WIDTH, DISTANT THEREON NORTH 27°45' EAST 390.00 FEET FROM THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF LEWIS STREET, 80 FEET IN WIDTH, AS SAID STREETS ARE SHOWN ON MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY, SAID POINT OF COMMENCEMENT ALSO BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO C. T. WADSWORTH, RECORDED AUGUST 9, 1960 AS DOCUMENT NO. 207362, OFFICIAL RECORDS OF SAID COUNTY THENCE ALONG THE SOUTHWESTERLY LINE OF SAID WADSWORTH

COPY

LAND, NORTH 62°15' WEST, 109.5 FEET TO THE MOST WESTERLY CORNER OF SAID WADSWORTH LAND, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 62°15' WEST, 0.61 FEET TO A LINE PARALLEL WITH AND 0.61 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY LINE OF SAID WADSWORTH LAND; THENCE ALONG SAID PARALLEL LINE, NORTH 27°45' EAST, 300.0 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 62°15' EAST, 0.61 FEET TO THE MOST NORTHERLY CORNER OF SAID WADSWORTH LAND; THENCE ALONG THE NORTHWESTERLY LINE OF SAID WADSWORTH LAND, SOUTH 27°45' WEST, 300.0 FEET TO THE TRUE POINT OF BEGINNING.

ACCESSOR'S COPY

PARCEL VIII

THAT PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY A 2-INCH IRON PIPE SET ON THE WESTERLY LINE OF MAIN STREET, DISTANT SOUTHEASTERLY THEREON 48.90 FEET FROM THE PROLONGATION NORTHWESTERLY OF THE CENTER LINE OF CLARK STREET, AS SAID STREETS ARE SHOWN ON MAP OF LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CLARK COUNTY WITH ITS SALE MERCANTILE CO., INC., BY DEED DATED APRIL 12, 1950; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF MAIN STREET 102.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY AT RIGHT ANGLES 109.5 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID WESTERLY LINE OF MAIN STREET 72.00 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 109.5 FEET TO A POINT ON SAID WESTERLY LINE OF MAIN STREET DISTANT 72.00 FEET NORTHEASTERLY THEREON FROM THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE 72.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST IN AND TO THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED AUGUST 20, 1974 IN BOOK 92 AS DOCUMENT NO. 411662 OF OFFICIAL RECORDS.

Not an Official Copy

EXHIBIT "A"

BEING THAT PORTION OF THE SOUTHEAST (SE) 1/4 OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, 80 FEET IN WIDTH, DISTANT THEREON NORTH 27°45' EAST 250.00 FEET FROM THE PROLONGATION NORTHWESTERLY OF THE CENTER LINE OF LEWIS STREET, 80 FEET IN WIDTH, AS SAID STREETS ARE SHOWN ON MAP OF CLARK'S LAS VEGAS RANCHITO RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY; THENCE NORTH 62° 15' WEST 189.50 FEET; THENCE NORTH 27°45' EAST, 100.00 FEET; THENCE SOUTH 62°15' EAST 189.50 FEET TO A POINT IN SAID WESTERLY LINE OF MAIN STREET; THENCE SOUTH 27°45' WEST, 100.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 2 THROUGH IX BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF CLARK AVENUE (40 FEET WIDE) AND MAIN STREET (80 FEET WIDE); THENCE ALONG THE NORTHWESTERLY PROLONGATION SAID CLARK AVENUE, NORTH 62°15'34" WEST, 30.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF SAID MAIN STREET; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 27°26'54" EAST, 54.12 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 17°05'54" WEST, 159.90 FEET; THENCE NORTH 27°26'54" EAST 201.33 FEET; THENCE SOUTH 62°15'34" EAST, 159.90 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF SAID MAIN STREET; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 27°26'54" WEST 204.44 FEET TO THE POINT OF BEGINNING.

COPY

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west Main Street right-of-way and the northerly, westerly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-101-006

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, T-UPR, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of _____, _____.

T-UPR, LLC

By:_____
JONATHAN JOSSEL

Its: Director of Development for Tamares
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by JONATHAN JOSSEL as Director of Development for Tamares

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I - (NORTH TOWER):

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 27° 45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN, RECORDED IN BOOK 47, PAGE 140 OF DEEDS; THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET (AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN) NORTH 62°15' WEST, 244.00 FEET; THENCE SOUTH 27°45' WEST, 275.00 FEET; THENCE SOUTH 62° 15' EAST, 244.00 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 275.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west Main Street right-of-way and the northerly, westerly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-101-006

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between T-UPR, LLC, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1 MAIN STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-101-006; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the building face adjoining the west Main Street right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Jonathan Jossel
T-UPR, LLC
1 Main Street
Las Vegas, NV 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the

Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

. . .
. . .
. . .

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: JONATHAN JOSSEL
Title: DIRECTOR OF DEVELOPMENT FOR TAMARES

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by JONATHAN JOSSEL as Director of Development for Tamares.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by CAROLYN G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I - (NORTH TOWER):

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 27° 45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN, RECORDED IN BOOK 47, PAGE 140 OF DEEDS; THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET (AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN) NORTH 62°15' WEST, 244.00 FEET; THENCE SOUTH 27°45' WEST, 275.00 FEET; THENCE SOUTH 62° 15' EAST, 244.00 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 275.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west Main Street right-of-way and the northerly, westerly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Installation of LED Sign Board	**$65,000.00**
TOTAL ESTIMATED PROJECT COSTS	**$65,000.00**
Estimated CVIP Grant	$25,000

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 90 days, depending on contractor's work schedule/work load.

Attachment 6

Please Print Legibly

VIP Disclosure of Ownership/Principals (Real Property)

VIP Contracting Entity Information

Name T-UPR, LLC

Mailing Address 1 MAIN STREET, LAS VEGAS, NEVADA, 89101

Business Phone 702 386 2110

Tax ID or Social Security Number 14-1866621

Ownership Interest

Estate in Severalty X Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
T-UPR, LLC	1 MAIN STREET, LAS VEGAS, NEVADA, 89101	702 386 2110

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document N/A

Date of Attached Document N/A

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature J. [illegible], JONATHAN JOSSEL, AUTHORIZED SIGNATORY

Date 9/9/2011

State of Nevada }
County of Clark }

This instrument was acknowledged before me on September 12, 2011 (date) by Jonathan Jossel (name of person).

Notary Public: Stephanie J. Gantt

STEPHANIE F. GANTT
Notary Public State of Nevada
No. 08-5715-1
My appt. exp. Jan. 29, 2012

ATTACHMENT 7

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada }
} ss:
COUNTY OF Clark }

Please Print Legibly

I, JONATHAN JOSSEL, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the T-UPR, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1 MAIN STREET ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

   Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☐
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or

   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☒

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ☐

   d. The exterior improvements to the property or business do not have a direct affect on revenues, therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☒

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. JJ (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. JJ (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. JJ (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. JJ (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 9th day of September, 2011.

Authorized Signature: J-J

SIGNED AND SWORN TO before me this 12 day of September, 2011, by Jonathan Jessel

NOTARY PUBLIC Stephanie J. Gant

My Commission Expires:

1-23-2012

STEPHANIE F. GANT
Notary Public State of Nevada
No. 08-5715-1
My appt. exp. Jan. 23, 2012

Before Photos and After Rendering

(T-UPR, LLC – 1 Main Street – The Plaza)



Before Photos and After Rendering

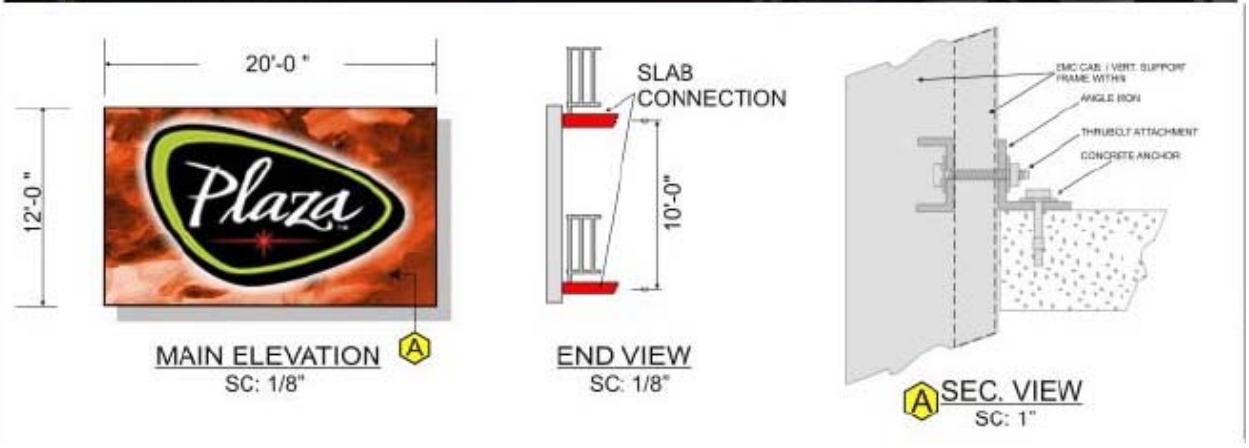
(T-UPR, LLC – 1 Main Street – The Plaza)



Before Photos and After Rendering

(T-UPR, LLC – 1 Main Street – The Plaza)



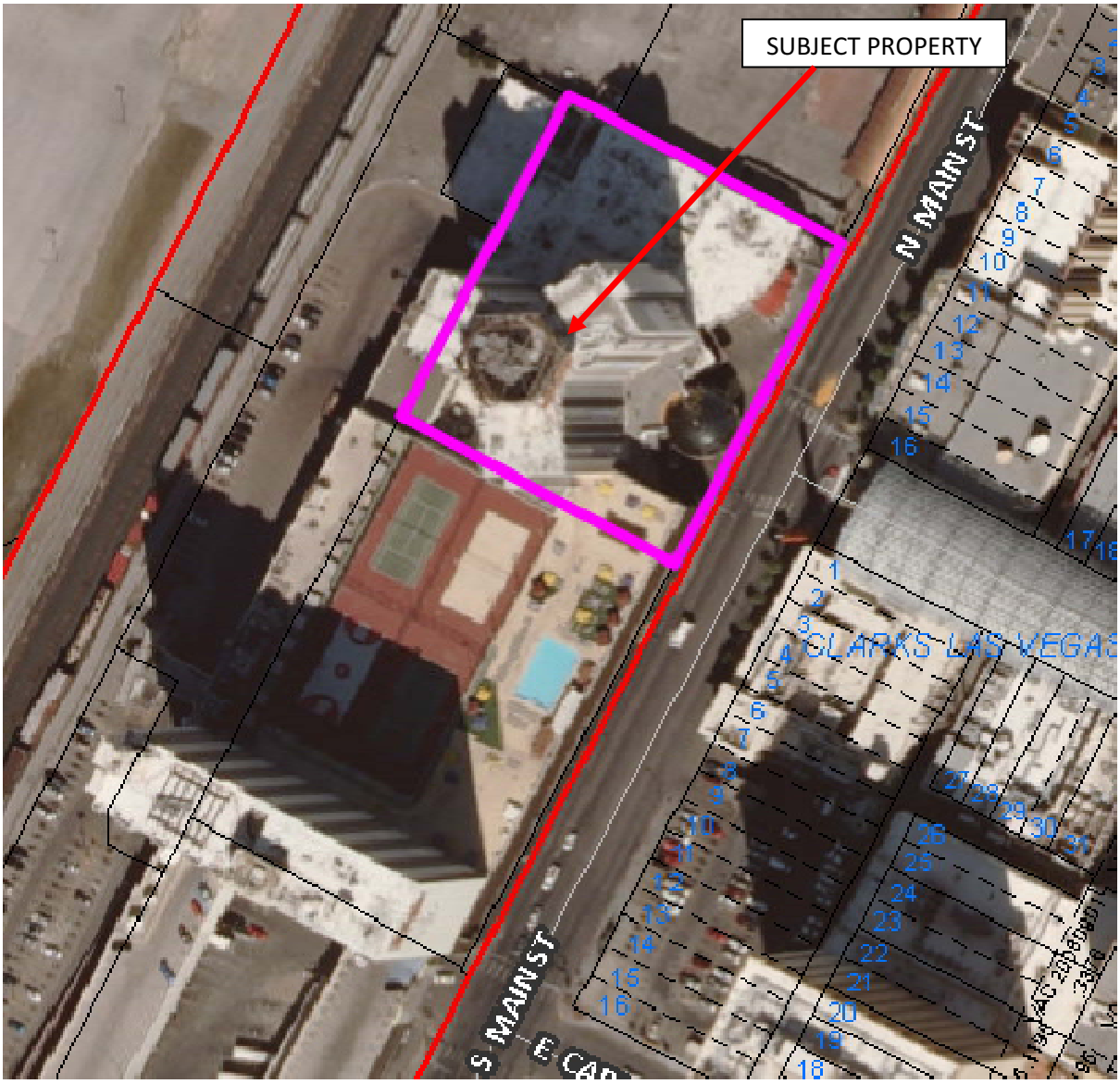


Before Photos and After Rendering

(T-UPR, LLC – 1 Main Street – The Plaza)



SITE MAP
(T-UPR, LLC – 1 MAIN STREET)



City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
RESOLUTIONS:

R-46-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program Agreement (CVIP) between the RDA and T-BREO II, LLC, (Owner) and Le Thai, LLC, (Tenant and CVIP Participant) located at 523 Fremont Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 7 (RA-11-2011)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting Le Thai, LLC, (CVIP Participant) with the cost of exterior improvements to the property located at 523 Fremont Street (APN 139-34-611-017). Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-46-2011
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND T-BREO II, LLC ("OWNER") AND LE THAI, LLC ("TENANT" AND "CVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-611-017

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, T-BREO II, LLC (the "OWNER") the owner of real property and improvements located at 523 FREMONT STREET, and which parcel is commonly known as APN 139-34-611-017 (the "Site"); and

WHEREAS, LE THAI, LLC (the "CVIP PARTICIPANT") is a tenant of the real property located at 523 FREMONT STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to LE THAI, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "Tenant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2011.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____ 10-3-11
Date

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and T-BREO II, LLC ("Owner") and LE THAI, LLC ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of **$25,000.00**, and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner and Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it

now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of TWENTY FIVE THOUSAND DOLLARS **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon,

in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give; any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date.

Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2011 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2011.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____ 10-3-11
Counsel to the Agency Date

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

OWNER – T-BREO II, LLC

By: _____
JONATHAN JOSSEL

Its: Director of Development for Tamares

TENANT – LE THAI, LLC

By: _____
DAN COUGHLIN

Its: MANAGER

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lot Ten (10), Eleven (11) and Twelve (12) in Block Three (3) of HAWKINS ADDITION TO THE CITY OF LAS VEGAS as shown by map thereof on file in Book 1 of Plats, Page 40 in the Office of the County Recorder of Clark County, Nevada

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

T-BREO II, LLC (Lessor)

and

LE THAI, LLC (Lessee)

is on file with the City of Las Vegas – Economic and Urban Development Department

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-611-017

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, T-BREO II, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of _____, _____.

OWNER

T-BREO II, LLC

By:_____
JONATHAN JOSSEL

Its: Dir. of Development for Tamares
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2011 by JONATHAN JOSSEL as Director of Development for Tamares.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LotS Ten (10), Eleven (11) and Twelve (12) in Block Three (3) of HAWKINS ADDITION TO THE CITY OF LAS VEGAS as shown by map thereof on file in Book 1 of Plats, Page 40 in the Office of the County Recorder of Clark County, Nevada

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-611-017

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between T-BREO II, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 523 FREMONT STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-611-017; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and the westerly and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: T-BREO II, LLC
c/o Tamares Management LLC
1500 Broadway, 24th Floor
New York, NY 10036
Attn: General Counsel

TENANT: Le Thai, LLC
523 Fremont Street
LAS VEGAS, NV 89101
Attn: Daniel Coughlin

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform

inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: JONATHAN JOSSEL
Title: DIRECTOR OF DEVELOPMENT FOR TAMARES

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2011 by JONATHAN JOSSEL as Director of Development for Tamares

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot Ten (10), Eleven (11) and Twelve (12) in Block Three (3) of HAWKINS ADDITION TO THE CITY OF LAS VEGAS as shown by map thereof on file in Book 1 of Plats, Page 40 in the Office of the County Recorder of Clark County, Nevada

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Manufacture & install neon signage**	**$12,000.00**
2.	**Renovate front façade, patio area, new windows/doors**	**$88,000.00**
	TOTAL ESTIMATED PROJECT COSTS	**$100,000.00**
Estimated CVIP Grant		$25,000.00

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 90 days, depending on contractor's work schedule/work load.

JJ

VIP Disclosure of Ownership/Principals

Attachment 6-A

egibly

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name T-Breo II, LLC

Mailing Address 1500 Broadway, 24th Floor, New York, NY 10036

Business Phone _____

Tax ID or Social Security Number _____

Ownership Interest

Estate in Severalty X Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
T-BREO II, LLC	Suite 2400, 1500 Broadway, NY, 10036	212 302 9444

Additional Ownership/Principals

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

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document N/A

Date of Attached Document N/A

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____, Authorized Signatory

Date 9/13/2011

State of Nevada
County of Clark

This instrument was acknowledged before me on

September 13, 2011 (date) by

Jonathan Jossel (name of person)

Stephanie F. Gantt
Notary Public

STEPHANIE F. GANTT
Notary Public State of Nevada
No. 08-5715-1
My appt. exp. Jan. 23, 2012

VIP Disclosure of Ownership/Principals

Attachment 6-B

ıt Legibly

Business - Page 1 of 2

VIP Contracting Entity Information

Name Le Thai, LLC

Mailing Address 523 Fremont Street, Las Vegas, NV

Business Phone 414-737-9241

Tax ID or Social Security Number 45-1784089

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company ✓ Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Dan Coughlin, Manager	523 Fremont Street, Las Vegas NV 89101	
Prem Deferred Trust, Member	c/o Puoy K. Premsrirut, Esq. 520 S. Fourth St., 2nd Flr, Las Vegas, NV 89101	702-384-5563
Somphool Premsrirut, Member	5640 W. Post Rd., Las Vegas, NV 89118	
Aranya Suchanil, Member	5640 W. Post Rd., Las Vegas, NV 89118	
JOHN TIPPINS, MEMBER		
NIKKI BUDJHAM, MEMBER		
MILO KOSTELECKY - MEMBER FREDERIC APCAR		

Additional Ownership/Principals

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

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 04-11-11

State of Nevada
County of Clark

This instrument was acknowledged before me on

4-11-2011 (date) by

Daniel Coughlin (name of person)

Tina West
Notary Public

TINA WEST
Notary Public - State of Nevada
Appointment No. 05-96048-1
My Appt. Expires Jan. 24, 2013

nt Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, DANIEL COUGHLIN, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Le THAI, a company duly organized in the State of Nevada as a Le THAI, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 523 FREMONT ST. ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on 10-5-11.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☑

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☑ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☑ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☑ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☑ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☑

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. DC (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. DC (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. DC (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. DC (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 11th day of April, 2011.

Authorized Signature: [signature]

SIGNED AND SWORN TO before

me this 11th day of April, 2011, by Daniel Coughlin.

NOTARY PUBLIC Tina West

My Commission Expires: 1-24-2013

TINA WEST
Notary Public - State of Nevada
Appointment No. 05-96048-1
My Appt. Expires Jan. 24, 2013

JJ

Please Print Legibly

VIP Real Property Owner Consent

Attachment 8

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, JONATHAN JOSSEL, ~~owner and/or~~ authorized representative of APN# 139-34-611-017 also commonly known as 523 FREMONT STREET hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by DANIEL COUGHLIN, the tenant ~~and/or business owner~~.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 13th day of September, 2011.

Authorized Representative: [signature], JONATHAN JOSSEL, AUTHORIZED SIGNATORY

SIGNED AND SWORN TO before

me this 13 day of September, 2011, by Jonathan Jossel

NOTARY PUBLIC
My Commission Expires:
1-23-12

[signature]

STEPHANIE F. GANTT
Notary Public State of Nevada
No. 08-5715-1
My appt. exp. Jan. 23, 2012

Before Pictures and After Rendering

(Le Thai, LLC – 523 Fremont Street)



FREMONT ST ELEVATION



OUTDOOR PATIO NORTH ELEVATION

Before Pictures and After Rendering

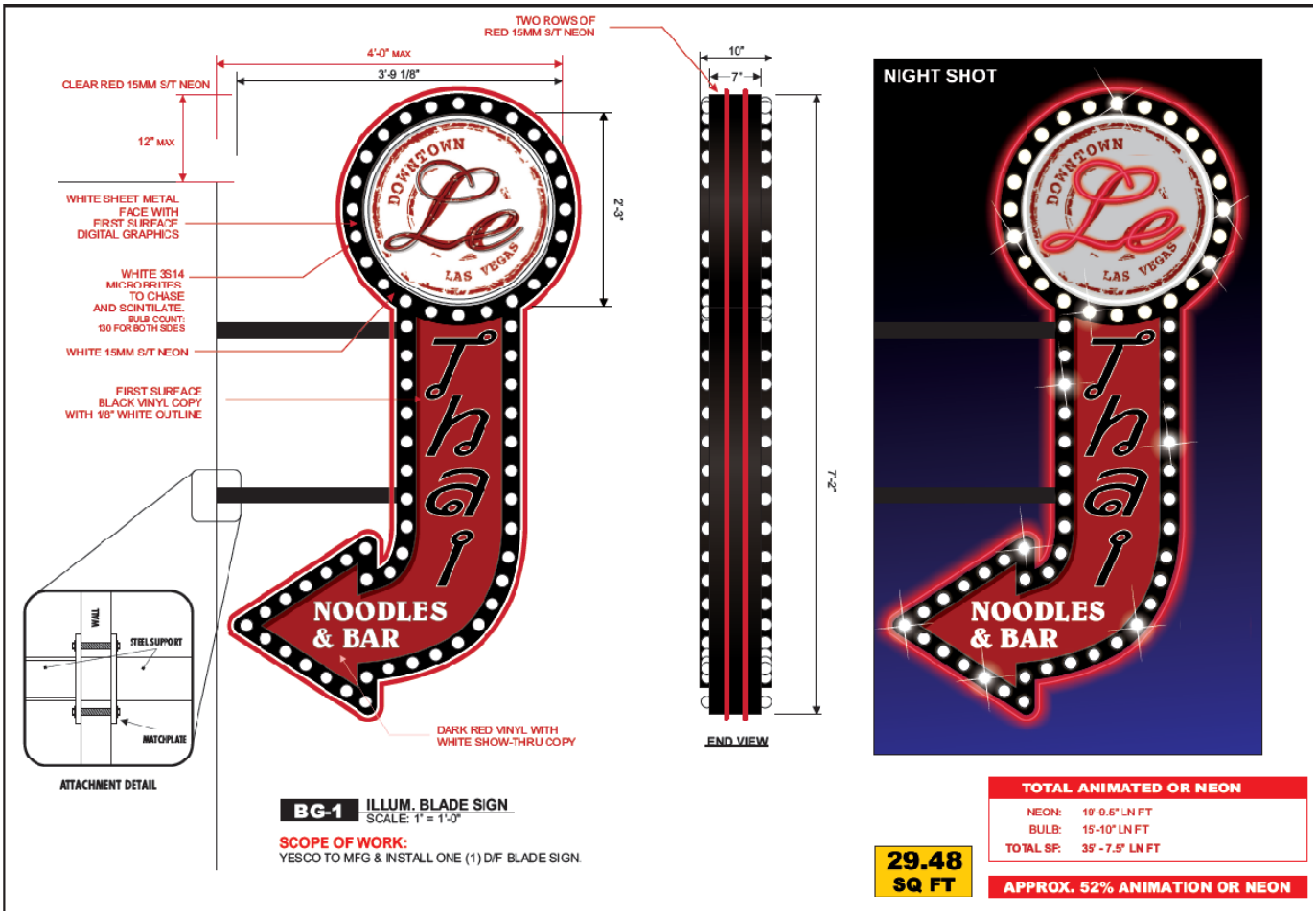
(Le Thai, LLC – 523 Fremont Street)



OUTDOOR PATIO SOUTH ELEVATION

Before Pictures and After Rendering

(Le Thai, LLC. – 523 Fremont Street)



Before Pictures and After Rendering

(Le Thai, LLC. – 523 Fremont Street)





SITE MAP
(LE THAI, LLC – 523 FREMONT STREET)



City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM – For Possible Action - 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. This item was held in Abeyance from the City Council Meeting of October 3, 2011.

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.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding member appointments to the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency (CAC) is to act in an advisory capacity and to provide input to the Redevelopment Agency (RDA) and the City of Las Vegas (City) on matters relating to the RDA's proposed projects and programs. The CAC shall consist of nine members appointed by the City Council, who will serve without compensation. Members must work in the RDA area and/or live in or near the RDA area; they must represent small business owners, real estate, development, homeowners, renters/condo owners, educators along with a community member from each of the three Wards within the RDA area. Terms shall be for three years; with six members having initial staggered terms, and limited to two full and consecutive terms. The City Clerk received 23 qualified applicants for membership. The creation of the CAC and original by-laws were approved by the City Council on 8/4/2010. The CAC by-laws were amended on 12/1/2010 and 6/15/2011.

RECOMMENDATION:
Appoint representatives from the following categories from the List of Qualified Applicants: Small Business, Real Estate Professional, Development Community, Single Family Resident, Apartment/Condo Resident and Community members from Wards 1, 3 and 5.

BACKUP DOCUMENTATION:
1. List of Qualified Applicants
2. Second Amendment to By-Laws of the CAC

LIST OF MEMBERS IN NOMINATION

TO THE CITY OF LAS VEGAS

CITIZENS ADVISORY COMMITTEE

TO THE LAS VEGAS REDEVELOPMENT AGENCY

Updated: September 29, 2011

Category A **Small business owner or storefront business owner, who is active and whose business is located in the RDA.**

*Cherry, Sam	Cherry Development
*Cornthwaite, Michael	Downtown Cocktail Room/The Beat Coffeehouse
*Fisher, Paul K	Nevada Inspection Services
*Johnson, William G.	Retro Vegas
*Mack, Lois	Self-employed mediator
*Sprague, R. Brandon	Aptus
*Weaver, Christopher F.	Don Vicente Cigar Co.
*Welch, Michael James	Hillary Salon
*Zurawski, Linda A.	Independence Mint

Category B **Licensed real estate professional (may include a real estate attorney or realtor) who is active in real estate transactions, financing, or analysis and whose business is located within the RDA.**

Jewkes, David	Commerce TNP
Kovacs, Albert Z.	Brownstein Hyatt Farber Schreck

Category C **Development business community member (may include an architect, developer or contractor) active in building or developing projects in the RDA and whose business is located within the RDA.**

*Cherry, Sam	Cherry Development
*Finchem, Amy	Amy Finchem Consulting Services
*Sprague, R. Brandon	Aptus
Worthington, Richard S.	Molasky Group of Companies

Category D **Resident homeowner or primary dweller of a single family home located within 1,000 feet of the RDA.**

*Mack, Lois	Self-employed mediator
Clary, Melissa R.	Veterans Affairs Management

Category E **Apartment renter or condominium owner who resides within the RDA.**

*Cherry, Sam	Cherry Development
*Edwards, James K.	Self-Employed
*Napoleon, Louis J.	Retired
*Parks, Michael R.	CB Richard Ellis
*Welch, Michael James	Hillary Salon

Category F **Educator or community leader working to benefit children who resides in or primarily works in the RDA**

Candy Schneider	The Smith Center

Category G **Ward 1 Community member, who resides in or whose business address is located in the RDA and is selected by the Ward 1 Councilperson.**

Perez-Yunitis, Margarita	One Stop Motors

Category H **Ward 3 Community member, who resides in or whose business is located in the RDA and is selected by the Ward 3 Councilperson.**

Bonaventure, James	Culinary Workers Union
Cancela, Yvana	Culinary Workers Union
*Cherry, Sam	Cherry Development
*Finchem, Amy	Amy Finchem Consulting Services
*Fisher, Paul K	Nevada Inspection Services
Flores, Michael R.	Self-Employed
*Johnson, William G.	Retro Vegas
Muniz, Anthony Tyler	Local 18b Collective Volunteer
*Parks, Michael R.	CB Richard Ellis
*Sprague, R. Brandon	Aptus
*Weaver, Christopher F.	Don Vicente Cigar Co.
*Welch, Michael James	Hillary Salon

Category I **Ward 5 Community member, who resides in or whose business is located in the RDA and is selected by the Ward 5 Councilperson.**

Burch, Valencia	Las Vegas Urban League
*Cornthwaite, Michael	Downtown Cocktail Room/The Beat Coffeehouse
*Edwards, James K.	Self-Employed
Harden, James M. Jr.	Las Vegas Urban League
*Mack, Lois	Self-employed mediator
*Napoleon, Louis J.	Retired

* Eligible in more than one category

SECOND AMENDMENT TO BY-LAWS
CITY OF LAS VEGAS
CITIZENS ADVISORY COMMITTEE
TO THE LAS VEGAS REDEVELOPMENT AGENCY
(REVISED JUNE 15, 2011)

I. NAME

The name of the organization shall be the Citizens Advisory Committee to the Las Vegas Redevelopment Agency ("Redevelopment Agency") and City of Las Vegas ("City") (hereinafter referred to as the "Committee").

II. PURPOSE

The purpose of the Committee is to act in an advisory capacity and to provide input to the Redevelopment Agency and the City on matters relating to the Redevelopment Agency's proposed projects and programs.

The Committee is to represent the interests of the residents of each City Ward with Redevelopment Plan areas, renters, home owners, business owners, real estate professionals, educators and other stakeholders in key decisions relating to the Redevelopment Agency's Area and the Redevelopment Plan. The Committee gives the Redevelopment Agency staff input on its proposed projects and programs. The Committee may also propose new programs and projects for the consideration of the staff of the Redevelopment Agency. The Committee may be briefed each year on how the Redevelopment Agency annual and five year budget is derived from the Redevelopment Area and applied to the Plan as regards projects and programs, and the Committee may be updated occasionally throughout the year on the status of tax increment revenues. The Committee may provide input and may make recommendations to City staff and the Redevelopment Agency concerning the Redevelopment Area, and areas now outside the Plan area suitable for possible consideration for redevelopment in the future.

III. MEMBERSHIP

A. Number of Members

The Committee shall consist of nine (9) members who shall be appointed by the Las Vegas City Council. Members shall serve without compensation.

B. Composition of Committee

The Committee shall consist of the following:

a. One (1) small business owner or storefront business owner, who is active and whose business address is located in the Redevelopment Area.

b. One (1) licensed real estate professional which may include a real estate attorney or realtor who is active in real estate transactions, financing, or analysis and whose business address is located within the Redevelopment Area.

c. One (1) member from the development business community which may include an architect, developer or contractor active in building or developing projects in the Redevelopment Area and whose business address is located within the Redevelopment Area.

d. One (1) member who is a resident homeowner or primary dweller of a single family home located within 1,000 feet of the Redevelopment Area

e. One (1) member who is an apartment renter or condominium owner and resides within the Redevelopment Area.

f. One (1) member who is an educator or community leader working to benefit children who resides in or primarily works in the Redevelopment Area.

g. One (1) Ward 1 Community member, who resides in or whose business address is located in the Redevelopment Area and is selected by the Ward 1 Councilperson at the time of appointment.

h. One (1) Ward 3 Community member, who resides in or whose business address is located in the Redevelopment Area and is selected by the Ward 3 Councilperson at the time of appointment.

i. One (1) Ward 5 Community member, who resides in or whose business address is located in the Redevelopment Area and is selected by the Ward 5 Councilperson at the time of appointment.

C. Training of Committee Members

All new committee members must successfully complete an initial several hour training course. All members will take an annual refresher training course to review the same material, and get updates on any new redevelopment and city materials, policies, procedures and information relevant to the Committee.

The training will be led by senior members of the redevelopment agency and city staff. The subjects covered will include the concepts of American redevelopment, basis for American state's redevelopment law, the specifics of Nevada redevelopment laws, the creation and development of this redevelopment agency, the redevelopment plan and its components, how redevelopment works,

downtown and urban planning, commercial corridor planning and retail development, and concepts of community planning.

D. Vacancy on Committee

Whenever there is a vacancy on the Committee or the term of a member expires, or is terminated, his or her successor shall have the necessary qualifications so that the composition of the Committee as required by Section IIIB is maintained. Any person appointed by the City Council to fill a vacancy shall serve until the end of the unexpired term of his predecessor.

E. Terms of Appointment

a. Each of the members of the commission shall serve a term of three (3) years, except the three (3) members of Section III B d., e., and f. of the initial Committee shall serve a term of two (2) years, and the three (3) members of Section III B. g., h., and i. of the initial Committee shall serve a term of one (1) year, so that the terms of the membership shall be staggered.

b. No member may serve more than two (2) full consecutive three (3) terms. If applicable, a partial initial term of less than three (3) years of an unexpired portion of a term to which a member is appointed to fill shall not count towards the two (2) full consecutive three (3) year terms.

F. Resignation of Members

Any member may resign at any time by delivering a written resignation to the Chairman or Secretary of the Committee. The acceptance of any such resignation shall not be necessary to make the same effective.

G. Termination of Membership

If any member attends fewer than fifty percent of the meetings held within the twelve month period following the member's appointment or an anniversary date thereof or, without excuse, attends fewer than seventy-five percent of the meetings held within the twelve month period following the member's appointment or anniversary date thereof without authorization of the Chairman or Secretary, the Committee shall send a letter to the member suggesting his resignation. If said resignation is not forthcoming, the Committee may recommend to the City Council that the member be removed from the Committee. Pursuant to LVMC Section 2.52.030, the City Council shall notify the member to appear at the next regularly scheduled meeting of the City Council to show cause why the member should not be removed from office .have authority to remove a member by providing written notice of termination of membership to the member.

IV. OFFICERS

The officers of the Committee shall consist of a Chairman, Vice Chairman and Secretary. The above officers shall constitute the Executive Board.

V. ELECTION OF OFFICERS

The Chairman, Vice Chairman and Secretary shall be elected annually at the first regular meeting of the calendar year, except that in the case of the election of the first officers of the Committee, said election may occur at any meeting of the Committee following the first meeting. The officers shall be elected by a majority of the Committee members present at said meeting, the notice of which shall have specified such election. Unless an officer resigns, dies or is removed prior thereto, he shall hold office until his successor has been chosen.

The Director of the Economic and Urban Development Department of the City of Las Vegas or his/her designee shall serve as the recording secretary of the Committee at meetings. The recording secretary shall have neither voting privileges nor authority to execute documents on behalf of the Committee. The presence of the recording secretary shall not count towards a quorum at any meeting.

VI. RESIGNATION OF OFFICERS

Any officer may resign at any time by delivering a written resignation to the Chairman or Secretary of the Committee. The acceptance of any such resignation shall not be necessary to make the same effective.

VII. REMOVAL OF OFFICERS

Any officer may be removed with or without cause at any time by the affirmative vote of a majority of the members present at a regular or special meeting of the Committee, the notice of which shall have specified the proposed removal.

VIII. VACANCIES OF OFFICERS

Any vacancy in an office of Chairman, Vice-Chairman or Secretary may be filled for the unexpired portion of the term by the Committee.

IX. DUTIES OF OFFICERS

A. Chairman

It shall be the duty of the Chairman to act as presiding officer at all meetings unless he is incapacitated or unable to attend for any other reason. The Chairman may appoint subcommittees as deemed necessary. The Chairman shall have authority to execute documents on behalf of the Committee.

B. Vice Chairman

It shall be the duty of the Vice Chairman to preside at any meeting of the Committee and execute documents of behalf of the Committee in the absence of the Chairman.

C. Secretary

It shall be the duty of the Secretary to administer the affairs of the Committee including the overseeing the preparation of the minutes of the meetings by the recording secretary and attesting the execution of documents by the Chairman or Vice-Chairman. In the event that both the Chairman and Vice Chairman shall be incapacitated or otherwise unable to attend any regular or special meeting, the Secretary shall appoint another member to act as Chairman for that particular meeting.

X. MEETINGS

The Chairman shall call meetings of the Committee with at least five (5) business days notice to Committee members. All meetings and notices of meetings shall be in compliance with the Open Meeting Law set forth in NRS Chapter 241. The Director of the Economic and Urban Development Department or designee will assist the Committee with the preparation of the notices and agendas of the meetings

XI. QUORUM

The attendance of five (5) voting members of the Committee shall constitute a quorum at any meeting.

XII. ACTIONS

All determinations by the Committee shall be made on the basis of a majority vote of the members present. Decisions shall be determined either by a voice vote or a showing of hands at the discretion of the Chairman, except that any member including the Chairman shall have the right to demand a roll call vote upon any question. If a roll call is demanded, the specific vote of each member on the particular question shall be recorded in the Minutes of the meeting. Any tie vote shall constitute no action and a new motion may be made on the question at the same meeting. A second to a motion duly made is not required and all motions shall be voted upon. Robert's Rules of Order shall prevail in all cases that are not otherwise provided for in these By-Laws.

XIII. VOTING PRIVILEGES

All members of the Committee, including the Chairman, shall vote on all motions or resolutions presented before the Committee, unless a member(s) has a conflict of interest,

in which instance said member(s) shall abstain from voting. All members shall have the right to make a motion.

XIV. CONSTRUCTION OF BY-LAWS

Whenever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural, and conversely. If any portion of these By-Laws shall be valid or inoperative, then so far as it is reasonable and possible:

A. The remainder of these By-Laws shall be considered valid and operative, and

B. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

XV. ADOPTION AND AMENDMENTS

A. Adoption

These rules shall be adopted by a majority vote of the Las Vegas City Council at which the By-Laws are scheduled at a regular meeting for approval.

B. Amendments

These rules may be amended at any time by a majority vote of the members present at a Committee meeting provided such Amendments are not inconsistent with or in conflict with the City Charter or any Ordinance of the City of Las Vegas and provided further that any proposal to amend the Rules shall be presented to the Committee at a regular meeting, discussed and tabled, and be included on the Agenda for action by the Committee at the next regular meeting.

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - NEON MUSEUM BOARD OF TRUSTEES – Nancy Deaner, Class II Trustee – Term Expiration 10-27-2011

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. Deaner was appointed October 27, 1997, has served five consecutive terms, is eligible for and wishes to be reappointed as the Class II Trustee.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Nancy Deaner or appoint a new Class II 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.

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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

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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

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Reporter — October 1999 - January 2000
- Wrote breaking news and enterprise stories in Las Vegas for the world's largest news organization

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Public Relations Manager — *April 1999 – October 1999*
- Developed communication strategies, wrote press releases, and served as media contact

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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

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United States Attorney, Northern District of Illinois — **Chicago, IL**
Student Intern — Spring 2005
- Assisted attorneys in trial preparation through legal research and writing
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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.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - Appointment of Members to the Community Development Recommending Board

Fiscal Impact

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

PURPOSE/BACKGROUND:
This 13 member board, which will expire November 9, 2011, reviews Community Development Block Grant and other funding sources and makes recommendations to the City Council on the applicants eligible to receive these funds. Members of this board either reside or work in the City of Las Vegas and are appointed by the Mayor and City Council. The term of office is nine-months with no limit to the number of terms that may be served.

RECOMMENDATION:
Procedure for this Board is appointment by the City Council. The Department of Parks, Recreation and Neighborhood Services recommends the following appointments and reappointments:

Reappointments: Mike Aker, Audrey Asselin, Libby Bjerke, Verlia Davis-Hoggard, Lou De Salvio, Rodney Jordan Pam Hartley, Phyllis McFadden, Tom McGrath, Karmen La'Shaun Miller, Dev Inder Pappas

New Appointments: Yolanda Cervantes. Roxann McCoy,

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Current Listing and Authority

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 19, 2011
DEPARTMENT: CITY CLERK
ITEM DESCRIPTION: Discussion and possible action on the appointment of members of the Community Development Recommending Board (CDRB)

	FY 2012 Community Development Recommending Board (CDRB)
Elected Official	**Designee**
Mayor	Karmen La'Shaun Miller 8016 Roundup Ridge Las Vegas Nevada, 89131
Ward 1	Phyllis McFadden 204 Fig Ct. Las Vegas, Nevada 89145
Ward 1	Tom McGrath 1413 Vista Drive Las Vegas, Nevada 89102
Ward 1	Dev Inder Pappas 5332 Del Rey Avenue Las Vegas, Nevada 89146
Ward 2	Audrey Asselin 7921 Aviano Pines Las Vegas, Nevada 89129
Ward 3	Mike Aker 172 Marion Drive Las Vegas, Nevada 89110
Ward 3	Yolanda Cervantes 3642 Boulder Hwy Sp 277 Las Vegas, Nevada 89121
Ward 3	Pam Hartley 1700 Rexford Drive #206 Las Vegas, Nevada 89104
Ward 4	Libby Bjerke 7448 Desert Flame Las Vegas, Nevada 89149
Ward 5	Verlia Davis-Hoggard 1401 Sharon Road Las Vegas, Nevada 89106
Ward 5	Rodney Jordan 7648 Via Paseo Las Vegas, Nevada 89128
Ward 5	Roxann McCoy 8009 Del Rey Las Vegas, Nevada 89117
Ward 6	Lou De Salvio 8429 Vivid Violet Las Vegas, Nevada 89143

Senior Citizen Law Project Advisory Board

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Sydelle MacKay** Private Citizen	6 /21/2006 **Reapp: 10/17/2007**	11/1/2013 **10/20/2010**	Mayor
2	**Marguerite Mathis** Member, Senior Organization Effective 4/18/2008	4 /2 /2008 **Reapp: 4/6/2011**	4/18/2014	Parks, Recreation & Neighborhood Srvs
3	**Judge Douglas E. Smith** Member, Nevada State Bar Effective 7/19/2007	6 /20/2007 **Reapp: 7/7/2010**	7/19/2013	Reese
4	**Charles Bernick** Private Citizen Fills unexpired term of Ben Graham	8 /5 /2009 **Reapp: N/A**	1/5/2012	Reese
5	**Wendy Kraft** Senior Services Provider Kraft Sussman Funeral Services	2 /16/2011 **Reapp: N/A**	2/16/2014	Reese
6	**Kathy McClain** Senior Services Provider	9 /3 /2008 **Reapp: 11/5/2008**	11/18/2011	Parks, Recreation & Neighborhoos Srvs
7	**Jacqueline Ragin** Member, Senior Organization	2 /16/2011 **Reapp: N/A**	2/16/2014	Reese

	Name	Appointment Date	Expiration Date	Recommended By:
8	**Tracey Itts** Member, Nevada State Bar	8 /2 /2006 **Reapp: 4/1/2009**	4/14/2012	Reese
9	**Albert O'Neal** Private Citizen	6 /21/2006 **Reapp: 6/20/2007**	7/7/2013 **7/7/2010**	Reese

AUTHORITY: Resolution adopted 11-1-78.
By-laws: Latest Revision 10-28-91

TERM: 3 years. Limited to 2 terms

MEMBERS: 9 members (at least 2 over 60 years of age)
- 2 members to be members of senior organizations.
- 2 from senior service providers
- 3 private citizens
- 2 members of the Nevada State Bar

APPOINTED: Appointment by the City Council; Must fill unexpired terms

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIREMENT

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m.
310 South 9th Street, 89101

DEPT. SUPPORT: Sheri Cane Vogel, Project Director, Senior Citizen Law Project

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-38 – Allows banquet facilities as a permitted use in the M Zoning District.
Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City's zoning regulations currently do not allow banquet facilities in the M (Industrial) Zoning District. The bill will allow such facilities as a permitted use in that district.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2011-38

BILL NO. 2011-38

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THAT THE USE "BANQUET FACILITY" IS A PERMITTED USE IN THE M ZONING DISTRICT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Allows banquet facilities as a permitted use in the M Zoning District.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to provide that the use "Banquet Facility" is a permitted use in the M Zoning District. In order to reflect the amendment, the entry for the use "Banquet Facility" in Table 2 is amended to insert the letter "P" in the box representing the intersection of the row for the use "Banquet Facility" and the column for the M Zoning District.

SECTION 2: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment described in Section 1.

SECTION 3: 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 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 10-4-11
_____
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

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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 732 Chervil Valley Drive for fees in the amount of $3,192 (General Fund) and assess a maximum of $40,500 in daily civil penalties. PROPERTY OWNER: MARIA PARRA - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,192
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to board all open doors and windows, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $607,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,800 invoice for Weaver Construction, $270 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $3,192 to be recorded immediately, and consider assessing a maximum of $40,500 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 19, 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 732 Chervil Valley Drive for fees in the amount of $3,192 (General Fund) and assess a maximum of $40,500 in daily civil penalties. PROPERTY OWNER: MARIA PARRA – Ward 2 (Wolfson)

Weaver Construction completed work on September 1, 2011 at a cost of $1,800; $1,122 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $3,192.

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.

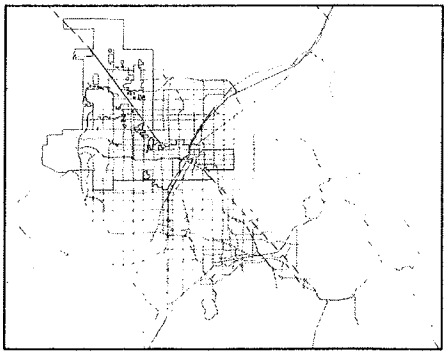
732 CHERVIL VALLEY DRIVE
CROSS STREETS - DESERT MOON//PASEO MIST

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

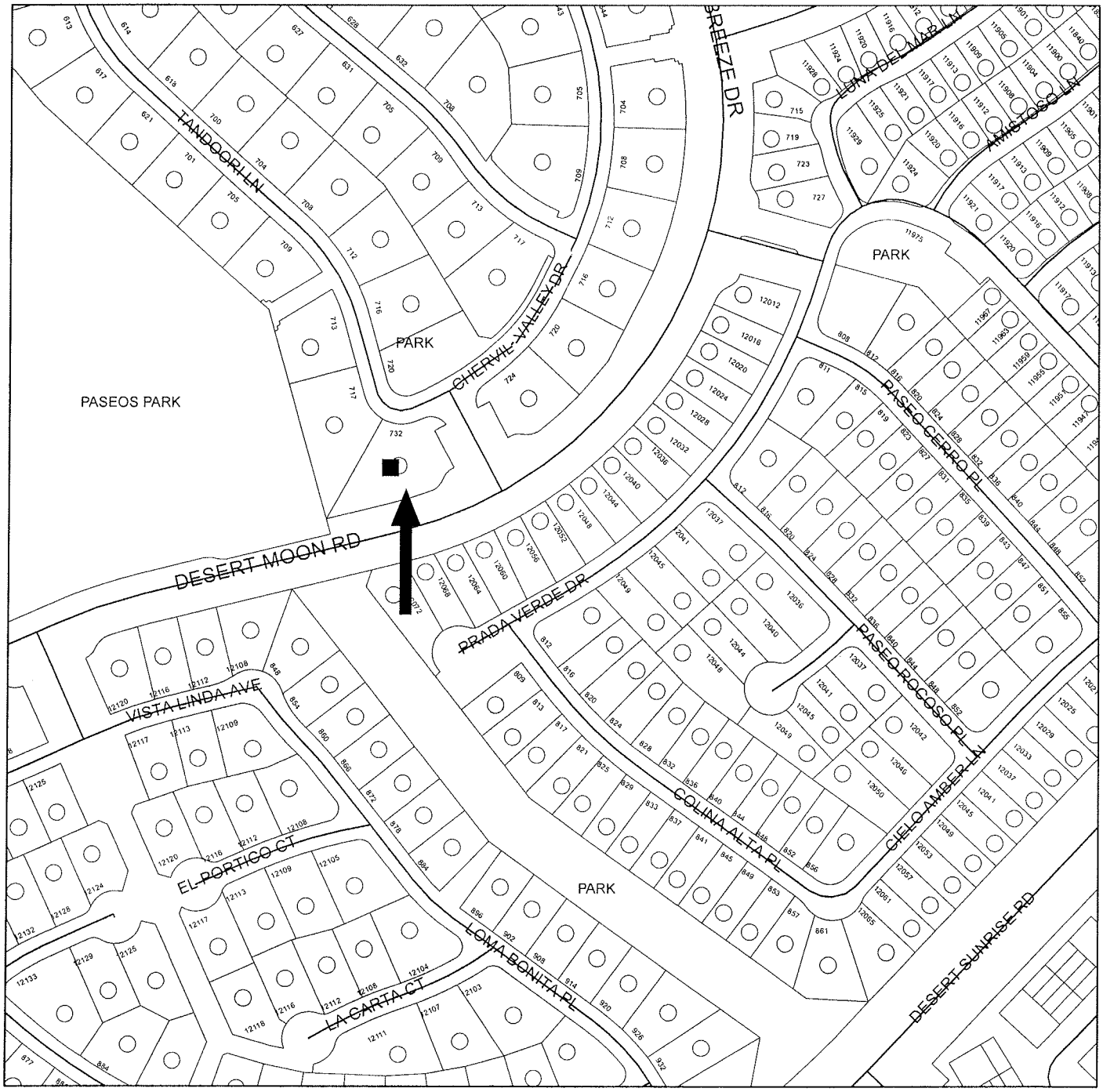
Planning & Development Dept

702-229-6301

PLANNING & DEVELOPMENT

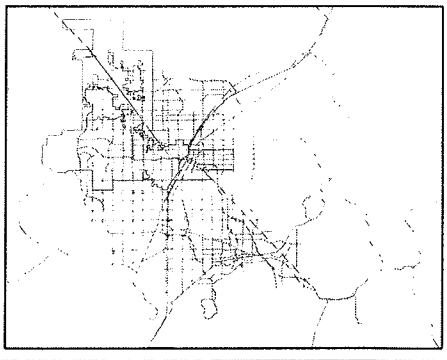
732 CHERVIL VALLEY DRIVE
CROSS STREETS - DESERT MOON//PASEO MIST

City of Las Vegas Vicinity Map



N

0 125 250 500 Feet



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Geographic Information System

Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: October 3, 2011

Re: Report of Expenses for the abatement of nuisance located at 732 Chervil Valley Drive - Ward 2 (Wolfson)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on September 1, 2011 at a cost of $1,800.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$750.00
Remove all trash and debris.	$770.00
Remove all high grass and weeds, and apply herbicide.	$280.00
AMOUNT DUE:	**$1,800.00**
Administrative Processing Fee:	$270.00
Sub-Total:	**$2,070.00**
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$3,192.00**
Daily Civil Penalties – 81 days @ $500 a day (including penalty fees already assessed) June 10, 2011 to September 1, 2011	**$40,500.00**
MAXIMUM TOTAL:	**$43,692.00**
OWNER OF RECORD	**MARIA PARRA**
PROPERTY ABATED:	**732 Chervil Valley Drive**
	Las Vegas, NV 89138
ASSESSOR PARCEL:	**137-34-720-001**
LEGAL DESCRIPTION:	**SERRANO UNIT 1**
	PLAT BOOK 115 PAGE 87
	LOT 1 BLOCK A

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 19, 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 19, 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 **732 Chervil Valley Drive – Case #102164**. The Director of Building and Safety certifies that the sum of **$3,192.00** was expended and Civil Penalties in the sum of **$40,500.00** may be imposed for a total of **$43,692.00**. Owner of record at time of abatement: **MARIA PARRA – Ward 2 (Wolfson)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 102164

732 CHERVIL VALLEY DR - Map # 02412-66 Parcel 13734720001

Owner Information:

PARRA MARIA
732 CHERVIL VALLEY DR
LAS VEGAS, NV 89138-2004

Zoning Information: P-C(PLANNED COMMUNITY)

Case Comments: Property has refuse and dmaged landscape. House looted by owner.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: May 24, 2011

Ward: 2

Date Case Resolved: September 17, 2011

Source: CITZ

Property Info/Status: HOA: Y Vacant: Y Foreclosure: Y Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403

5/23/11 OPEN home
Home needs to be secure at all times. All windows, doors and openings need to be secured against entry at all times. Board according to City specifications.

5/25/11 OPEN Home
Home needs to be secure at all times. All windows, doors and openings need to be secured against entry at all times. Board according to City specifications.

AN-003: 9.04.010 (4) REFUSE & WASTE

5/23/11 OPEN property
Remove refuse, waste, rubble and abandoned property from all areas

5/25/11 OPEN property
Remove refuse, waste, rubble and abandoned property from all areas

AN-005: 9.04.010 (7) GENERAL NUISANCE

5/23/11 OPEN Property
Property is being neglected. Must be maintained in a clean and orderly condition at all times. Fill in holes in front yard where trees have been removed.

5/25/11 OPEN property
Property is being neglected. Must be maintained in a clean and orderly condition at all times. Fill in holes in front yard where trees have been removed.

Chronology of Events:

May 23, 2011 **Insp#: 1130587**

	25} House has had the landscape stolen by onwer, I saw this a couple of days ago, stopped in to ask tree company what they were doing, said owner was here, (door to side that was secure was indeed open) and sold them trees PIC in eb. Interior has been looted by owner. front and rear have holes where trees were pulled and rublle and disgarded items have been left in all yards. rear sliding door which was removed has a board which is knocked down allowing access to home. Complainant stopped by when he saw me, I explained process and time line on cleaning property. Going to N&O no point in c/n as this owner has been at property several times on my last case #101093 and never contacted us. (pool drained) cards for La Paloma which is is or was owner are all owver house as well as Century 21 cards 400-3852 at which she is not known. I contacted HSBC the day I saw trees being removed and spoke directly to rep, either barbarra or ann 1800-852-8305 ext 1261. explained house being looted 1.5 million dollar home. no reply back by HSBC
May 26, 2011	**RESEARCH**
	25] SEWER- this address no ph#
May 26, 2011	**RESEARCH**
	25) RECORDERS- default HSBC 3/32009
May 26, 2011	**RESEARCH**
	25) BUS LIC - ownes La Paloma address show out of business new owner on 3-4 left open
May 26, 2011	**RESEARCH**
	25] Ownes multiple addressess here in clark county two for sure come back to this address rest unable to confirm its her name is common enough
May 26, 2011	**RESEARCH**
	25) WHITE PAGES- no listing
May 26, 2011	**EMAIL SENT OR RECEIVED**
	25) e-mail safeguard do they have listing?
May 26, 2011	**REFERRED**
	25] File to 19 for N&O review
May 26, 2011	**RESEARCH**
	25) MERS- banking info but HSBC already confirmed their property.
May 29, 2011	**NOTICE AND ORDER ISSUED**
May 31, 2011	**NOTICE AND ORDER PROCESSING**
	19) Notice and Order request approved, file to JR to process.
May 31, 2011	**ADMINSTRATIVE**
	N&O sent. File given to #25 for posting.
June 01, 2011	**Insp#: 1130609**
	25] $120 fee. posted N&O no chanege and no bank posting.
June 09, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 5/31/11
June 13, 2011	**Insp#: 1134063**
	25] $180 + $150 fee's attached to case. No chnage BofA letter on ground by front door, PIC going forward with bids to abate.
June 16, 2011	**REFERRED**
	25] bid request to 19

June 16, 2011	**EMAIL SENT OR RECEIVED**
	25} E-mail BofA eric M= YOURS?
June 21, 2011	**EMAIL SENT OR RECEIVED**
	'property.preservation@chase.com' Vicky Beever at chase. 888-310-1506 sent e-mail
June 30, 2011	**Insp#: 1138965**
	25] Fee, file in bin for 19 to review bids to abate. No change. c/b
July 06, 2011	**BID PREPERATION**
	Bid prep.
July 06, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 7-11
July 13, 2011	**Insp#: 1147238**
	25] Fee applied. no change awaiting bids to post ten day
July 14, 2011	**BID RECEIVED**
	Recorded & scanned bids received:1)Weaver=$1800
July 14, 2011	**ADMINSTRATIVE**
	Bid approval given to #19.
July 14, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #25 for posting.
July 14, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
July 14, 2011	**Insp#: 1151359**
	25] posted 10 N&O Pic c/b 7/25
July 27, 2011	**REFERRED**
	25) File to 19 to abate by contractor
July 27, 2011	**Insp#: 1152047**
	25] Fee. PIC house is still open at side garage door and rear kitchen door. All violations remain. Refuse of bricks, abandoned household items, trash and refuse in all areas in all yards. Going forward to abate by contractor case and file to 19
July 31, 2011	**DIRECTIVE**
	19) Ok to proceed with abatement of refuse, waste, securing of structures. File to JR to obtain PO to proceed with abatement.
August 04, 2011	**ADMINSTRATIVE**
	PO requested. Pending VRO approval
August 17, 2011	**BID AWARDED TO CONTRACTOR**
	Award letter sent to Weaver. Pending start date.
August 22, 2011	**VIDEO REQUEST**
	Video request given to #21.
August 24, 2011	**PRE-ABATEMENT VIDEO**
	21)no video - pre photos in ccitems file..copy in f drive
August 24, 2011	**Insp#: 1157222**

August 30, 2011	**PHONE CALL**	
	ed) Received a telephone call from complainant. Board on window has fallen off and window is broken.	
September 06, 2011	**VIDEO REQUEST**	
	Video Request given to #21.	
September 08, 2011	**POST-ABATEMENT VIDEO**	
	21)no video- photos in cc items file	
September 08, 2011	**Insp#: 1178142**	
September 13, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #19	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/01/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/13/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/13/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/30/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/30/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/13/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/13/2011	
LATE FEE	$12.00	U	07/16/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/27/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/27/2011	
LATE FEE	$18.00	U	07/28/2011	
ADMINISTRATIVE	$270.00	U	09/13/2011	
NUISANCE ABATEMENT FEE	$1,800.00	U	09/13/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/17/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/17/2011	
LATE FEE	$18.00	U	09/17/2011	
LATE FEE	$18.00	U	09/17/2011	
LATE FEE	$18.00	U	09/17/2011	

Total Amount Due: **$5,124.00**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	7/13/11

Bid Amount: 1,800.00
Bid Award Date: 8/17/11
Contractor Start Date:

Description:

Board all open doors/windows. Remove trash/refuse/waste. Cut high weeds/grass.

APN 137-34-720-001

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MARIA PARRA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **137-34-720-001**
Commonly known as: **732 Chervil Valley Drive**
Legal Description: **SERRANO UNIT 1**
PLAT BOOK 115 PAGE 87
LOT 1 BLOCK A

On **September 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 **$3,192.00** 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 19, 2011** ordered the above Actual Cost in the amount of **$3,192.00**, 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 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 #102164

APN 137-34-720-001

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MARIA PARRA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **137-34-720-001**
Commonly known as: **732 Chervil Valley Drive**
Legal Description: **SERRANO UNIT 1**
PLAT BOOK 115 PAGE 87
LOT 1 BLOCK A

On **September 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 **$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 19, 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.

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CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #102164

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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 2100 Cedar Avenue for fees in the amount of $2,562 (General Fund) and assess a maximum of $24,500 in daily civil penalties. PROPERTY OWNER: JOSE LUIS & ALMA I MARTINEZ - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,562
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to board all open doors and windows, remove all non-permitted construction to include accessible stucco detached enclosure in rear yard, remove all trash, debris, dead vegetation, high grass and weeds, and apply herbicide. To date, there have been ten (10) inspections conducted at this location. The estimated value of the property based on Zillow.com is $35,100.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,080 invoice for Weaver Construction, $162 administrative fee, and $1,320 in reinspection fees (including late fees) for a total of $2,562 to be recorded immediately, and consider assessing a maximum of $24,500 in daily civil penalties to be recorded on or after July 9, 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 19, 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 2100 Cedar Avenue for fees in the amount of $2,562 (General Fund) and assess a maximum of $24,500 in daily civil penalties. PROPERTY OWNER: JOSE LUIS & ALMA I MARTINEZ – Ward 3 (Coffin)

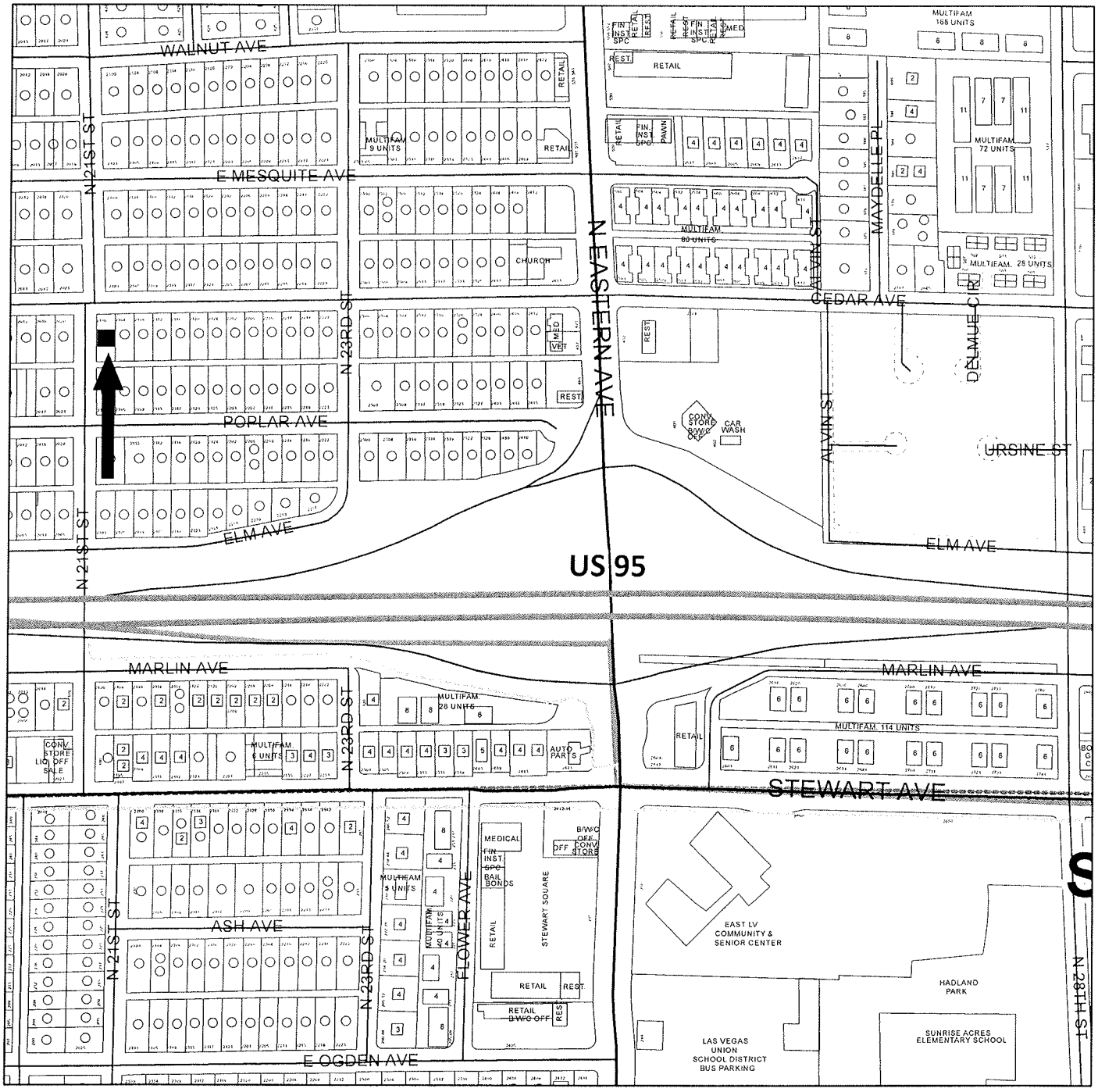
Weaver Construction completed work on August 29, 2011 at a cost of $1,080; $1,320 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $2,562.

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.

2100 CEDAR AVENUE
CROSS STREETS - EASTERN//US 95

City of Las Vegas Vicinity Map

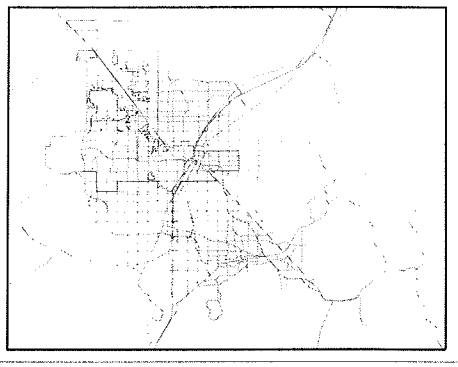


N

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



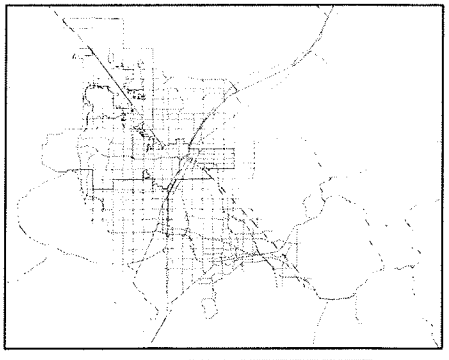
2100 CEDAR AVENUE
CROSS STREETS - EASTERN//US 95

City of Las Vegas Vicinity Map



N

0 125 250 500 Feet



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Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: October 3, 2011

Re: Report of Expenses for the abatement of nuisance located at 2100 Cedar Avenue - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all non-permitted construction to include accessible stucco detached enclosure in rear yard, removing all trash, debris, dead vegetation, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on August 29, 2011 at a cost of $1,080.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$120.00
Remove all high grass and weeds, and apply herbicide.	$245.00
Remove all trash, debris, and dead vegetation.	$350.00
Remove all non-permitted construction to include accessible stucco detached enclosure in rear yard.	$365.00
AMOUNT DUE:	**$1,080.00**
Administrative Processing Fee:	$162.00
Sub-Total:	**$1,242.00**
Reinspection Fees (w/late fees):	$1,320.00
TOTAL AMOUNT DUE:	**$2,562.00**
Daily Civil Penalties – 49 days @ $500 a day (including penalty fees already assessed) July 9, 2011 to August 29, 2011	**$24,500.00**
MAXIMUM TOTAL:	**$27,062.00**
OWNER OF RECORD	**JOSE LUIS & ALMA I. MARTINEZ**
PROPERTY ABATED:	**2100 Cedar Avenue**
	Las Vegas, NV 89101
ASSESSOR PARCEL:	**139-35-611-001**
LEGAL DESCRIPTION:	**BOULDER DAM HOMESITE ADD**
	TRACT #03
	PLAT BOOK 1 PAGE 79
	LOT 1 BLOCK 6 & LOT 2

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 19, 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 19, 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 **2100 Cedar Avenue – Case No. 101270**. The Director of Building and Safety certifies that the sum of **$2,562.00** was expended and Civil Penalties in the sum of **$24,500.00** may be imposed for a total of **$27,062.00**. Owner of record at time of abatement: **JOSE LUIS & ALMA I. MARTINEZ – 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 # 101270

2100 CEDAR AVE - Map # 02426-37 Parcel 13935611001

Owner Information:

MARTINEZ JOSE LUIS & ALMA I
2100 CEDAR AVE
LAS VEGAS, NV 89101-4003

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Weeds.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 28, 2011

Ward: 3

Date Case Resolved: September 17, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-005: UAC 301.1 PERMITS REQUIRED
6/28/11 OPEN Rear
Remove non-permitted stucco structure in rear, accessible.

AB-006: 16.08.010 UDB SEC 403
5/9/11 OPEN All point of entry
Secure all structures to City of Las Vegas specifications. To include boarding or replacement of broken windows.

AN-003: 9.04.010 (4) REFUSE & WASTE
5/9/11 OPEN All areas
Remove all refuse and waste from all areas of property. Maintain at all times. To include piled dead vegetation, loose trash, open and deteriorated detached stucco structure in rear.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
4/29/11 OPEN ALL YARDS
CUT AND REMOVE HIGH WEEDS
5/9/11 OPEN All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain. Apply ample herbicide.

Chronology of Events:

April 29, 2011 **Insp#: 1120718**

26) Observed high weeds in all yards. Knocked door, no answer, attached cn to front door, cb 5-9

April 29, 2011 **CORRECTION NOTICE ISSUED**

May 09, 2011 **Insp#: 1121082**

17) Pix, Residence is vacant and secure, but has broken window. No pool. To include boarding or replacement of broken windows. To include piled dead vegetation, loose trash, open and deteriorated detached stucco structure in rear. cn2 posted, cb 5/15. cn2 mailed to owner at service address. Residence appears to be in default.

May 09, 2011 **CORRECTION NOTICE ISSUED**

May 17, 2011	**Insp#: 1124610**	
	17) Plx, N&O not yet done weeds, only. Called MTC Financial, they stated they will contact bank and give them my contact information. on 6/15 remailed cn2 to: Jose or Alma Martinez 642 Bald Hill Ct Las Vegas, NV 89110-5490 This is a new address just updated in sewer screen.	
June 28, 2011	**NOTICE AND ORDER REQUEST**	
	17) To 21	
June 28, 2011	**Insp#: 1128035**	
	17) Side gate no open, Secure in rear, remove strucco structure. No response from owner. Go to N&O. Nothing in MERS, does not appear to be in foreclosure.	
June 29, 2011	**NOTICE AND ORDER PROCESSING**	
	21)refer to 17 for posting all mailings done	
June 29, 2011	**NOTICE AND ORDER ISSUED**	
June 29, 2011	**Insp#: 1145607**	
	17) Posted N&O. No change.	
July 05, 2011	**PHONE CALL**	
	17) Rcvd call from Andy Hailey at 858-356-5744 Pontis Capital, fax is same.	
July 11, 2011	**Insp#: 1146378**	
	17) Pix, no change, proceed with abatement, get bids. on 7/14: 17) Returned call to Andy Hailey for Pontius Group 858-356-5744, he stated they were not yet official owners but were scheduled to receive property after foreclosure complete. They are not permitted at this time to remove structure. We will catch up in 10 days and see status.	
July 13, 2011	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 6/29/11	
July 14, 2011	**BID REQUEST BY OFFICER**	
	21)refer to office JR for contractor bids	
July 14, 2011	**PHONE CALL**	
	17) Returned call to Andy Hailey for Pontius Group 858-356-5744, he stated they were not yet official owners. We will catch up in 10 days and see status.	
July 19, 2011	**BID PREPERATION**	
	Bid prep.	
July 19, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 7-25	
July 21, 2011	**PHONE CALL**	
	ed) Received a telephone call from Alma Martinez (702.347.9496). She and her husband no longer own property. Property in foreclosure July 2010.	
July 26, 2011	**BID RECEIVED**	
	Recorded & Scanned bids received 1)Weaver=$1080; 2)Blast=$1275	
July 26, 2011	**ADMINSTRATIVE**	
	Bid approval given to #21.	
July 26, 2011	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #17 for posting.	

July 26, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
July 27, 2011	**Insp#: 1150019**

17) 10-day posted, no change,

August 10, 2011	**PROCEED WITH ABATEMENT**

21)refer to office staff JR to proceed

August 10, 2011	**Insp#: 1157449**

17) No change, award bid.

August 16, 2011	**ADMINSTRATIVE**

Request to proceed with Award Letter. Pending VO approval.

August 18, 2011	**REVIEW**

19) Reviewed case approved to move forward with abatement. File to JR to obtain PO.

August 18, 2011	**ADMINSTRATIVE**

PO requested. Pending approval from #19.

August 22, 2011	**BID AWARDED TO CONTRACTOR**

Award letter sent to Weaver. Pending start date.

August 22, 2011	**VIDEO REQUEST**

Video request given to #21.

August 23, 2011	**PRE-ABATEMENT VIDEO**

21) no video- pre photos in cc items file copy in f drive

August 26, 2011	**Insp#: 1163189**
September 06, 2011	**VIDEO REQUEST**

Video request given to #21.

September 07, 2011	**POST-ABATEMENT VIDEO**

21)no video- photos in f drive cc presentations

September 07, 2011	**Insp#: 1178147**
September 12, 2011	**ADMINSTRATIVE**

Scanned & recorded Invoice. File given to #21

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/09/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/17/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/17/2011	
LATE FEE	$12.00	U	06/23/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/28/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/28/2011	
LATE FEE	$18.00	U	07/01/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/11/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/11/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/27/2011	

RESIDENTIAL REINSPECTION FEE	$180.00	U	07/27/2011
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/10/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/10/2011
NUISANCE ABATEMENT FEE	$1,080.00	U	09/12/2011
ADMINISTRATIVE	$162.00	U	09/12/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/17/2011
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/17/2011
LATE FEE	$18.00	U	09/17/2011
LATE FEE	$18.00	U	09/17/2011
LATE FEE	$18.00	U	09/17/2011
LATE FEE	$18.00	U	09/17/2011

Total Amount Due: **$4,994.00**

Total Amount Paid: **$** **-**

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**WEAVER**	**A**	**7/25/11**

Bid Amount: 1,080.00
Bid Award Date: 8/22/11
Contractor Start Date:

Description:

Board open doors/windows. Remove grass/weeds/refuse/waste/non permitted construction in rear yard.

1	**NUISANCE**	**BLAST JANITORIAL**	**NA**	**7/25/11**

Bid Amount: 1,275.00
Bid Award Date:
Contractor Start Date:

Description:

Board open doors/windows. Remove grass/weeds/refuse/waste/non permitted construction in rear yard.

APN 139-35-611-001

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOSE LUIS & ALMA I. MARTINEZ**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-611-001**
Commonly known as: **2100 Cedar Avenue**
Legal Description: **BOULDER DAM HOMESITE ADD**
TRACT #03
PLAT BOOK 1 PAGE 79
LOT 1 BLOCK 6 & LOT 2

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)
COUNTY OF CLARK)

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BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #101270

APN 139-35-611-001

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **JOSE LUIS & ALMA I. MARTINEZ**
Reputed Owner(s) at time of abatement.

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Commonly known as: **2100 Cedar Avenue**
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PLAT BOOK 1 PAGE 79
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On **August 29, 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 **$24,500.00** 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 19, 2011** ordered the above charges in the amount of **$24,500.00**, 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 #101270

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 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 1923 South 6th Street for fees in the amount of $2,381.25 (General Fund) and assess a maximum of $42,000 in daily civil penalties. PROPERTY OWNER: PETER C ALTMAN JR - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,381.25
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to paint the boards, cut down the dead mulberry tree, cut and remove all high grass and weeds, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $130,200.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,095 invoice for Weaver Construction, $164.25 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $2,381.25 to be recorded immediately, and consider assessing a maximum of $42,000 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 19, 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 1923 South 6th Street for fees in the amount of $2,381.25 (General Fund) and assess a maximum of $42,000 in daily civil penalties. PROPERTY OWNER: PETER C ALTMAN JR – Ward 3 (Coffin)

Weaver Construction completed work on September 2, 2011 at a cost of $1,095; $1,122 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $2,381.25.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

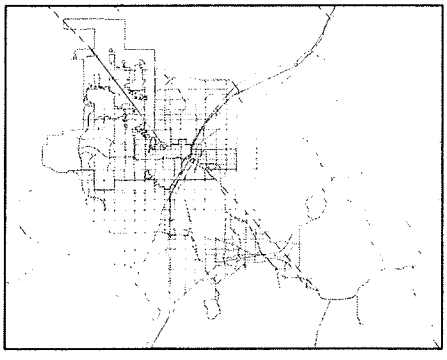
1923 SOUTH 6TH STREET
CROSS STREETS - LAS VEGAS//ST LOUIS

City of Las Vegas Vicinity Map



N

0 310 620 1,240 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

1923 SOUTH 6TH STREET
CROSS STREETS - LAS VEGAS//ST LOUIS

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: October 3, 2011

Re: Report of Expenses for the abatement of nuisance located at 1923 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 painting the boards, cutting down the dead mulberry tree, cutting and removing all high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on September 2, 2011 at a cost of $1,095.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Paint boards.	$50.00
Cut/remove all high grass and weeds, and apply herbicide.	$995.00
Cut down mulberry tree.	$50.00
AMOUNT DUE:	**$1,095.00**
Administrative Processing Fee:	$164.25
Sub-Total:	**$1,259.25**
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$2,381.25**
Daily Civil Penalties – 84 days @ $500 a day (including penalty fees already assessed) June 11, 2011 to September 2, 2011	**$42,000.00**
MAXIMUM TOTAL:	**$44,381.25**
OWNER OF RECORD	**PETER C. ALTMAN JR**
PROPERTY ABATED:	**1923 S 6th Street**
	Las Vegas, NV 89104
ASSESSOR PARCEL:	**162-03-714-001**
LEGAL DESCRIPTION:	**ALTA VISTA ADD TRACT #3**
	PLAT BOOK 3 PAGE 77
	LOT 1 BLOCK 1

VRO:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

OCTOBER 19, 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 19, 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 **1923 S 6th Street – Case No. 100521**. The Director of Building and Safety certifies that the sum of **$2,381.25** was expended and Civil Penalties in the sum of **$42,000.00** may be imposed for a total of **$44,381.25**. Owner of record at time of abatement: **PETER C. ALTMAN JR – 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 # 100521

1923 S 6TH ST - Map # 02525-75 Parcel 16203714001

Owner Information:

ALTMAN PETER C JR
1923 S 6TH ST
LAS VEGAS, NV 89104-2830

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Weeds. Trash/debris.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 13, 2011

Ward: 3

Date Case Resolved: September 12, 2011

Source: CITZ

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
4/18/11 OPEN Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

April 18, 2011 **Insp#: 1113856**

33) Observed high weeds on whole property, mailed notice to owner of record, call back set for 04/28/11.

April 18, 2011 **CORRECTION NOTICE ISSUED**

May 18, 2011 **CORRESPONDENCE RECEIVED/SENT**

ed) Another complaint has been submitted regarding this property via the City Web site.

May 23, 2011 **NOTICE AND ORDER REQUEST**

33) Case prepared for Notice and order and given to 21.

June 01, 2011 **NOTICE AND ORDER PROCESSING**

21)refer to 33 for posting all mailings done

June 01, 2011 **NOTICE AND ORDER ISSUED**

June 02, 2011 **Insp#: 1115480**

33) Posted Notice and Order on front boarded window, photo's taken, assessed fee's affdavit completed, Call back set for 06/13/11.

June 09, 2011 **RECORDED DOCUMENT**

Ld) Recorded N&O dated 6/1/11

June 14, 2011	**Insp#: 1134476**	
	33) No changes, failed inspection, will go to bids. photo's taken.	
June 15, 2011	**BID REQUEST BY OFFICER**	
	21)refer to office JR for bids	
June 15, 2011	**BID PREPERATION**	
	Bid prep.	
June 15, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 6/	
June 23, 2011	**Insp#: 1139619**	
	33) No change, failed inspection, procede with abatement, photo's taken: Call back set for 07/07/11.	
June 29, 2011	**BID RECEIVED**	
	Recorded & scanned bids received: 1)Weaver=$995	
June 29, 2011	**ADMINSTRATIVE**	
	Bid approval given to #21. Pending.	
June 29, 2011	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #33 for posting.	
June 29, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
July 05, 2011	**Insp#: 1143970**	
	33) Posted property, no change, assessed fee's, photo's taken posted 10 days before abatement, and completed affidavit. call back set for 07/18/11.	
July 07, 2011	**PHONE CALL**	
	ed) Sent 10-day Notice to incorrect person and address: Daesy Fuld, 115 E. Windmill Lane, Las Vegas, NV 89123 - (702.302.7508). This person has never owned this property.	
July 13, 2011	**PHONE CALL**	
	33) Received call from Jessica, 817-321-6227, regarding status of clean up of property and fines, called and left voice mail, left cell phone #.	
July 18, 2011	**PHONE CALL**	
	33) Spoke with Bank Rep Jessica who stated that property was serviced on 06/25/11, advised her that case was opened in in 04/11. She advised will call back with exact clean date.	
July 21, 2011	**PHONE CALL**	
	33) Spoke with Jessica with Bank again who advised that the work was suppose to be done already I advised I was in front of property and it was not done, advised going forward with abatement, she understood and requested bill when completed.	
July 21, 2011	**Insp#: 1148316**	
	33) Failed inspection, fee's assessed, moving forward with abatement. Advised Jessica with bank who advised to send bill advised would obtain information after work was completed.	
August 10, 2011	**PROCEED WITH ABATEMENT**	
	21)refer file to office staff JR to proceed	
August 16, 2011	**ADMINSTRATIVE**	
	Request to proceed with Award Letter. Pending VO approval.	
August 18, 2011	**REVIEW**	
	19) Case reviewed and approved to proceed with abatement. File to JR to obtain PO. Case assigned to 21.	

August 18, 2011	**ADMINSTRATIVE**	
	PO requested. Pending #19 approval.	
August 22, 2011	**ADMINSTRATIVE**	
	Award letter sent to Weaver. Pending start date.	
August 22, 2011	**VIDEO REQUEST**	
	Video request given to #21.	
August 23, 2011	**Insp#: 1155028**	
August 24, 2011	**PRE-ABATEMENT VIDEO**	
	21) no video- pre photos in ccitems file and copy in f drive	
August 25, 2011	**PHONE CALL**	
	33) Received call from Jessica,regarding this case, 817-321-6227.	
September 06, 2011	**VIDEO REQUEST**	
	Video Request given to #21.	
September 07, 2011	**POST-ABATEMENT VIDEO**	
	21)no video-photos in f drive, presentation in cc file	
September 07, 2011	**Insp#: 1178145**	
September 12, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #21.	
September 17, 2011	**DIRECTIVE**	
	19) 33 Please put into case which bank is responsible for property. Email me update on responsible bank is.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/02/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/14/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/14/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/23/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/23/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/05/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/05/2011	
LATE FEE	$12.00	U	07/17/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/21/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/21/2011	
LATE FEE	$18.00	U	07/29/2011	
NUISANCE ABATEMENT FEE	$1,095.00	U	09/12/2011	
ADMINISTRATIVE	$164.25	U	09/12/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/17/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/17/2011	
LATE FEE	$18.00	U	09/17/2011	
LATE FEE	$18.00	U	09/17/2011	

Total Amount Due: **$4,295.25**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	6/22/11

Bid Amount: 995.00
Bid Award Date: 8/22/11
Contractor Start Date:
Description:

APN 162-03-714-001

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **PETER C. ALTMAN JR**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-714-001**
Commonly known as: **1923 South 6th Street**
Legal Description: **ALTA VISTA ADD TRACT #3**
PLAT BOOK 3 PAGE 77
LOT 1 BLOCK 1

On **September 2, 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 **$2,381.25** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$42,000.00** 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 19, 2011** ordered the above Actual Cost in the amount of **$2,381.25**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$42,000.00** 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 #100521

APN 162-03-714-001

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **PETER C. ALTMAN JR**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-714-001**
Commonly known as: **1923 South 6th Street**
Legal Description: **ALTA VISTA ADD TRACT #3**
PLAT BOOK 3 PAGE 77
LOT 1 BLOCK 1

On **September 2, 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.

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The Las Vegas City Council, at a duly noticed public hearing held on **October 19, 2011** ordered the above charges in the amount of **$42,000.00**, 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

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 #100521

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43084 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: JUDITH PENA - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-37570) TO ALLOW FOUR PARKING SPACES WHERE SEVEN SPACES ARE REQUIRED on 0.l6 acres at 222 South Bruce Street (APN 139-35-413-100), P-R (Professional Office and Parking) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

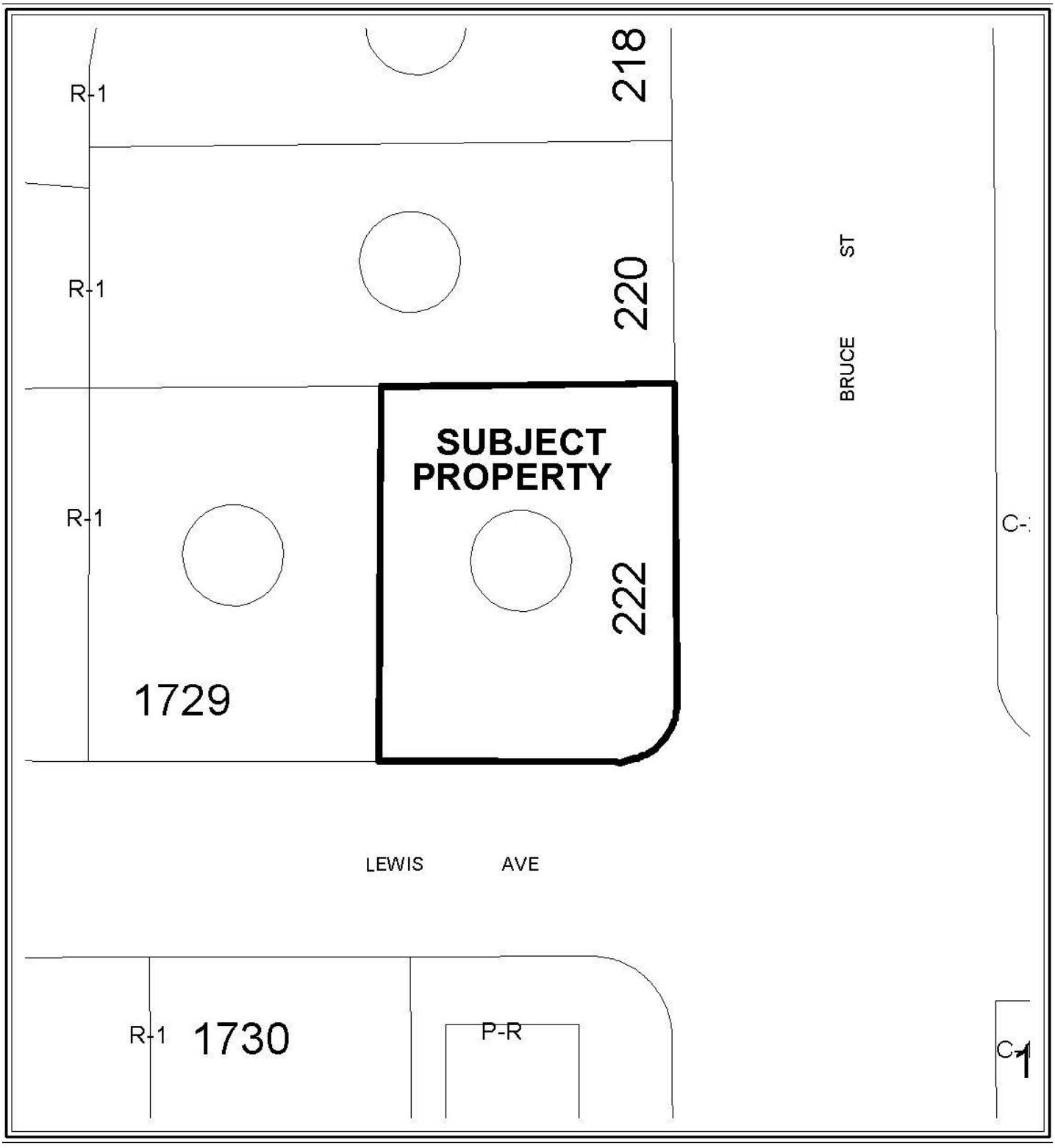
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - EOT-43084 and EOT-43092
2. Conditions and Staff Report - EOT-43084 and EOT-43092
3. Supporting Documentation
4. City Council Approval Letter for VAR-37570
5. Justification Letter - EOT-43084 and EOT-43092



CASE: EOT-43084 AND EOT-43092

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)



0 30 60 Feet

CASE: EOT-43084 AND EOT-43092

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JUDITH PENA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43084 EOT-43092	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-43084 CONDITIONS

Planning

1. This Variance (VAR-37570) shall expire on September 1, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-37570) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-43092 CONDITIONS

Planning

1. This Variance (VAR-37976) shall expire on September 1, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-37976) 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 single family residence that received previous approval to be converted into a professional office with variances to allow four parking spaces where seven are required and a four-foot setback from the west property line where residential adjacency standards require five feet. A request for a building permit (177455) was processed in December 2010, but no permits have been issued. The applicant is requesting Extensions of Time for the Variances (VAR-37570 and VAR-37976) due to delays in financing for the project. As there have not been any significant changes in land use or new development in the surrounding areas, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/01/10	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-37567) from L (Low Density Residential) to O (Office) on 0.16 acres at 222 South Bruce Street. The Planning Commission and staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-37568) from R-1 (Single Family Residential) to P-R (Professional Office and Parking).
	The City Council approved a related request for a Variance (VAR-37570) to allow four parking spaces where seven spaces are required.
	The City Council approved a related request for a Variance (VAR-37976) to allow a four-foot setback from the west property line where residential adjacency standards require a five-foot setback.
	The City Council approved a related request for a Site Development Plan Review (SDR-37569) for the conversion of an existing 1,890 square-foot residence to an office and waivers of perimeter landscape standards to allow zero-foot buffer along the east perimeter where 15 feet is required and zero-foot buffer along the west perimeters where eight feet is required.

Most Recent Change of Ownership	
10/07/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/07/10	A request for a building permit was processed for an office conversion at 222 South Bruce Street. No permits have been issued.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence with Approval to be Converted to an Office	O (Office)	P-R (Professional Office and Parking)
North	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
South	Retail Establishment	L (Low Density Residential)	P-R (Professional Office and Parking)
	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
East	Multi-Family Units	MXU (Mixed-Use)	C-2 (General Commercial)
West	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting Extensions of Time of two previously approved Variances (VAR-37570 and VAR-37976) to allow four parking spaces where seven spaces are required and to allow a four-foot setback from the west property line where residential adjacency standards require a five-foot setback for a conversion of a single family residence to a professional office located at 222 South Bruce Street. A request for a building permit (177455) was processed in December 2010, but no permits have been issued.

Title 19.16.140 deems a Variance is exercised upon the issuance of a business license for the activity.

FINDINGS

The Variances (VAR-37570 and VAR-37976) have not been exercised in accordance with the requirements of Title 19.16.140 as a business license to conduct the activity has not yet been issued. The applicant is requesting Extensions of Time for the Variances (VAR-37570 and VAR-37976) due to delays in financing for the conversion project. As there have not been any significant changes in land use or new development in the surrounding areas, staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variances (VAR-37570 and VAR-37976) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43084** APN: 139-35-413-100

Name of Property Owner: Ms Judith Pena

Name of Applicant: Ms. Judith Pena

Name of Representative: Miguel Ortega

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: 139-35-413-100

Signature of Property Owner: _____

Print Name: Judith Pena

Subscribed and sworn before me

This 1st day of September, 2011

Billie J. Kohlman

Notary Public in and for said County and State

BILLIE J. KOHLMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 6-30-15
Certificate No: 99-36823-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Pena Development # VAR-32520

Project Address (Location) ~~222 S. Bruce Street Las Vegas, Nevada 89101~~

Project Name ~~Pena Development~~ **Proposed Use** ~~OFFICE~~

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing ~~P-R~~ proposed ~~P-R~~ **Zoning:** existing ~~P-R~~ proposed ~~P-R~~

Commercial Square Footage 1,917 **Floor Area Ratio** .28

Gross Acres .16 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER ~~Judith Pena~~ **Contact** Miguel Ortega

Address 5010 Norburn Drive **Phone:** 702 806-8677 **Fax:** 702 719-2121

City Reno **State** Nevada **Zip** 89122

E-mail Address n/a

APPLICANT Judith Pena **Contact** Miguel Ortega

Address 5010 Norburn **Phone:** 702 806-8677 **Fax:** 702 719-2121

City Reno **State** Nevada **Zip** 89122

Email Address migortega@yahoo.com

REPRESENTATIVE Miguel Ortega **Contact** Miguel Ortega

Address 9230 S. Eastern Ave, Ste. 165 **Phone:** 702 806-8677 **Fax:** 702 719 2121

City Las Vegas **State** Nevada **Zip** 89123

E-mail Address migortega@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 Judith Pena

Subscribed and sworn before me

This 21 day of September, 20 11.

Billie J. Kohlman

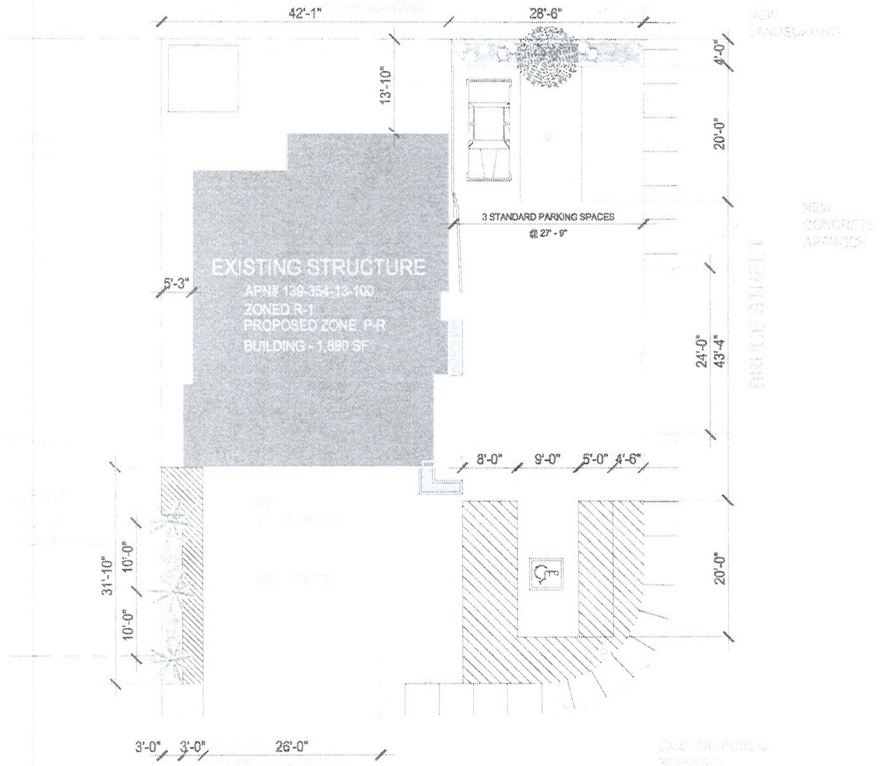
Notary Public in and for said County and State

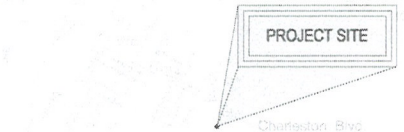
BILLIE J. KOHLMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 6-30-15
Certificate No: 99-36823-1

FOR DEPARTMENT USE ONLY

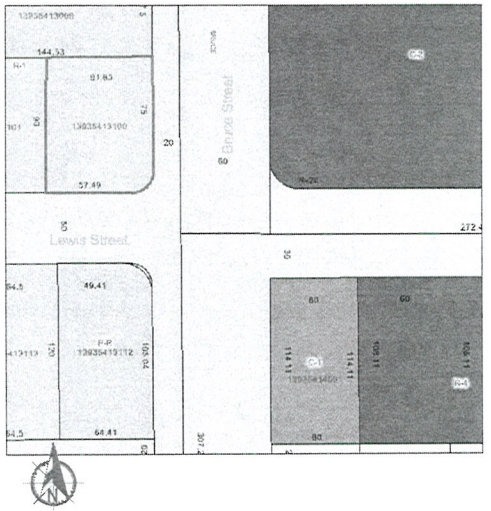
Case #	EOT-43084
Meeting Date:	10-19-11
Total Fee:	300
Date Accepted:	9-1-11
Accepted By:	FS

***The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.**





Location Map



Zoning Map

PARKING CALCULATION

SITE PLAN NOTES

kme architects
231 west charleston boulevard
suite one fourty
las vegas, NV 89102
office: 702.868.2089
fax: 702.868.2089
web: www.kmearchitects.com
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PENA DEVELOPMENT
222 S. BRUCE STREET
LAS VEGAS, NV 89101

04-19-2010
2009-035

AS NOTED

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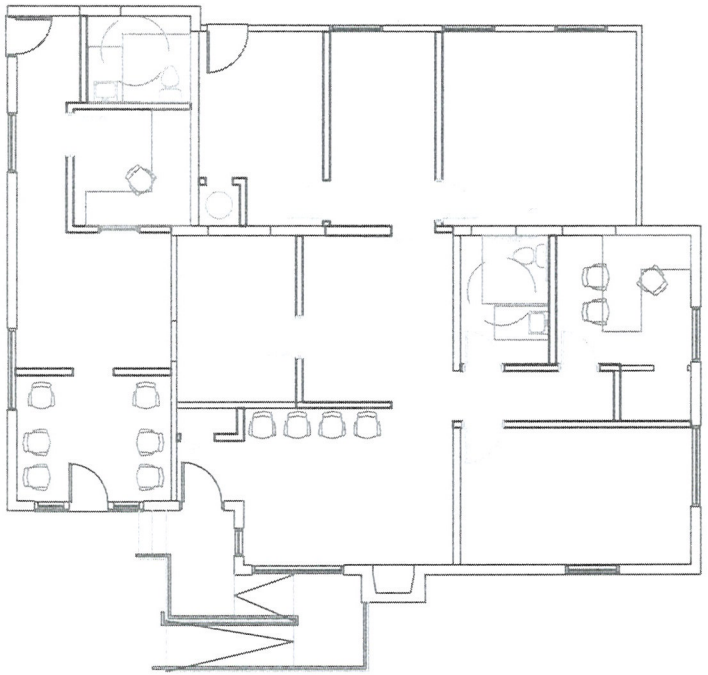
SEP – 8 2011

EOT-43084
EOT-43092





PENA DEVELOPMENT
222 S. BRUCE STREET
LAS VEGAS, NV 89101

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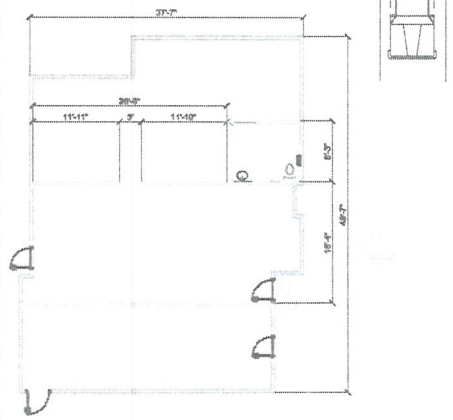
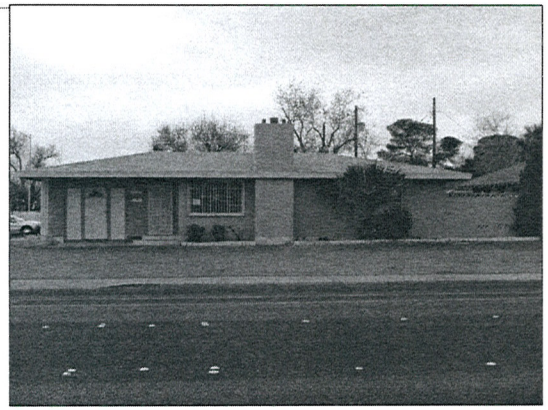
EOT-43084
EOT-43092

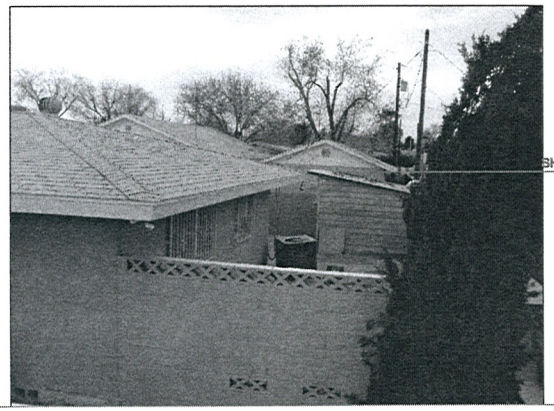




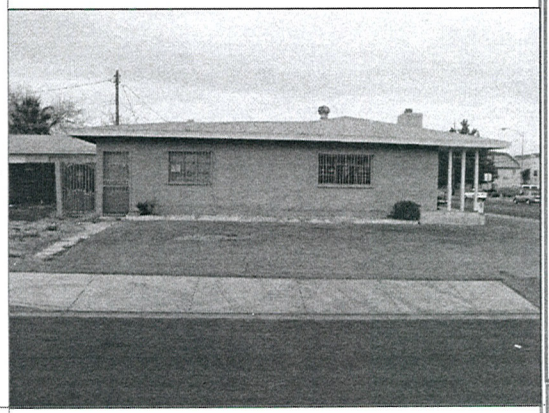
EAST ELEVATION



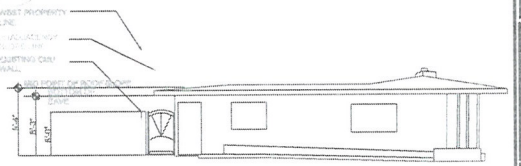
PARTIAL WEST ELEVATION



PARTIAL NORTH ELEVATION



SOUTH ELEVATION



ELEVATION

ACCENT COLOR

kme architects
251 west charleston boulevard
suite one fourty
las vegas, NV 89102
office: 702.685.8099
fax: 702.685.8099
web: www.kmearchitects.com

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PENA DEVELOPMENT
222 S. BRUCE STREET
LAS VEGAS, NV 89101

04-19-2010
2009-265

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

September 3, 2010

Ms. Judith Pena
5010 Norburn Drive
Reno, Nevada 89122

RE: VAR-37570 – VARIANCE
CITY COUNCIL MEETING OF SEPTEMBER 1, 2010
RELATED TO GPA-37567, ZON-37568, VAR-37976 AND SDR-37569

Dear Ms. Pena:

The City Council at a regular meeting held September 1, 2010, APPROVED the request for a Variance TO ALLOW FOUR PARKING SPACES WHERE SEVEN SPACES ARE REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)]. The Notice of Final Action was filed with the Las Vegas City Clerk on September 2, 2010. This approval is subject to:

Planning and Development

1. Approval of General Plan Amendment (GPA-37567) and Rezoning (ZON-37568), and approval of and conformance to the Conditions of Approval for Variance (VAR-37976) and Site Development Plan Review (SDR-37569) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a final inspection has been approved. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: See Attached List

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

EOT-43084

kme ARCHITECTS

September 7, 2011

Planning and Development Department
731 South 4th Street
Las Vegas Nevada 89101

Attn: Department of Planning

Justification Letter

Dear Planning Department,

Kelvin Haywood
President

Melvin Green
Principal

Emanuele Arguelles
Principal

KME Architects, LLC, on behalf of our client Judith Pena, is pleased to submit this submittal package for an extension of time submittal requirements. Due to the economic conditions of 2010 our client was not able to complete the project in the time allotted. Since then, however, her financial condition has stabilized and she is now able to move forward with completing the project.

We are requesting an extension of time to allow Mrs. Pena to improve the existing property (APN # 139.35.413.100) from its current use of *Single Family Residence District (R-1)* to *Professional Offices and Parking (P-R)*.

If you have any questions or comments regarding this matter, please feel free to contact our office.

Sincerely Yours,

Kelvin Haywood
President

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SEP – 8 2011

EOT-43084
EOT-43092

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-43092 - EXTENSION OF TIME RELATED TO EOT-43084 - VARIANCE - APPLICANT/OWNER: JUDITH PENA - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-37976) TO ALLOW A FOUR-FOOT SETBACK FROM THE WEST PROPERTY LINE WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A FIVE-FOOT SETBACK on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), P-R (Professional Office and Parking) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for VAR-37976

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-43092 APN: 139-35-413-100

Name of Property Owner: Ms. Judith Pena

Name of Applicant: Ms. Judith Pena

Name of Representative: Miguel Ortega

To the best of your knowledge, does the Mayor or any member of the City Council Planning Commission have any financial interest in this or any other property with property owner, applicant, the property owner or applicant's general or limited partners, 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 involved and list the name(s) of the person or persons with whom the City Official ha an interest. Also list the Assessor's Parcel Number if the property in which the interes held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: 139-35-413-100

Signature of Property Owner: _____

Print Name: Judith Pena

Subscribed and sworn before me

This 1st day of Sept, 2011

Billie J. Kohlman

Notary Public in and for said County and State

BILLIE J. KOHLMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 6-30-15
Certificate No: 99-36823-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extention of Time # VAR 37976

Project Address (Location) 222 S. Bruce Street LAS Vegas NV 89101

Project Name _____ **Proposed Use** OFFICE

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing P-R proposed P-R **Zoning:** existing P-R proposed P-R

Commercial Square Footage 1,917 **Floor Area Ratio** .28

Gross Acres .16 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Judith Pena. **Contact** Miguel Ortega.

Address 5010 norburn dr **Phone:** 702.806.8677 **Fax** (702) 719-2121

City ~~Las~~ LAS VEGAS **State** NEVADA **Zip** 89122

E-mail Address _____

APPLICANT Judith Pena **Contact** Miguel Ortega

Address 5010 Norburn **Phone:** (702) 806-8677 **Fax:** 702 719-2121

City ~~Reno~~ LAS VEGAS. **State** NEVADA **Zip** 89122

E-mail Address _____

REPRESENTATIVE Miguel Ortega. **Contact** Miguel Ortega

Address 9230 S Eastern Ave #65 **Phone:** 702 719-2100 **Fax:** _____

City Las Vegas NV 89123 **State** NV **Zip** 89123

E-mail Address migortega@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 Judith Pena

Subscribed and sworn before me

This 1st day of September, 20 11.

Billie J. Kohlman

Notary Public in and for said County and State

BILLIE J. KOHLMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 6-30-15
Certificate No: 99-98822

FOR DEPARTMENT USE ONLY

Case #	43092
Meeting Date:	10-19-11
Total Fee:	300
Date Accepted:	9-1-11
Accepted By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

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, 2010

Ms. Judith Pena
5010 Norburn Drive
Reno, Nevada 89122

RE: VAR-37976 – VARIANCE
CITY COUNCIL MEETING OF SEPTEMBER 1, 2010
RELATED TO GPA-37567, ZON-37568, VAR-37570 AND SDR-37569

Dear Ms. Pena:

The City Council at a regular meeting held September 1, 2010, APPROVED the request for a Variance TO ALLOW A FOUR-FOOT SETBACK FROM THE WEST PROPERTY LINE WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A FIVE-FOOT SETBACK on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)]. The Notice of Final Action was filed with the Las Vegas City Clerk on September 2, 2010. This approval is subject to:

Planning and Development

1. Approval of General Plan Amendment (GPA-37567) and Rezoning (ZON-37568), and approval of and conformance to the Conditions of Approval for Variance (VAR-37570) and Site Development Plan Review (SDR-37569) shall be required, if approved.

2. This approval shall be void one year from the date of final approval, unless a final inspection has been approved. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: See Attached List

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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

EOT-43092

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cc: Mr. Kelvin Haywood
KME Architects
231 West Charleston Boulevard, Suite #140
Las Vegas, Nevada 89102

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City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43127 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: KYLE 95 INVESTMENTS, LLC, ET AL - OWNER: WACHOVIA BANK, ET AL - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-20478) FOR A PROPOSED NON-RESTRICTED GAMING FACILITY at the southwest corner of Oso Blanca Road and the Hualapai Way alignment (APNs 125-06-401-001, 003, 004 and 005; 125-07-101-005), T-D (Traditional Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

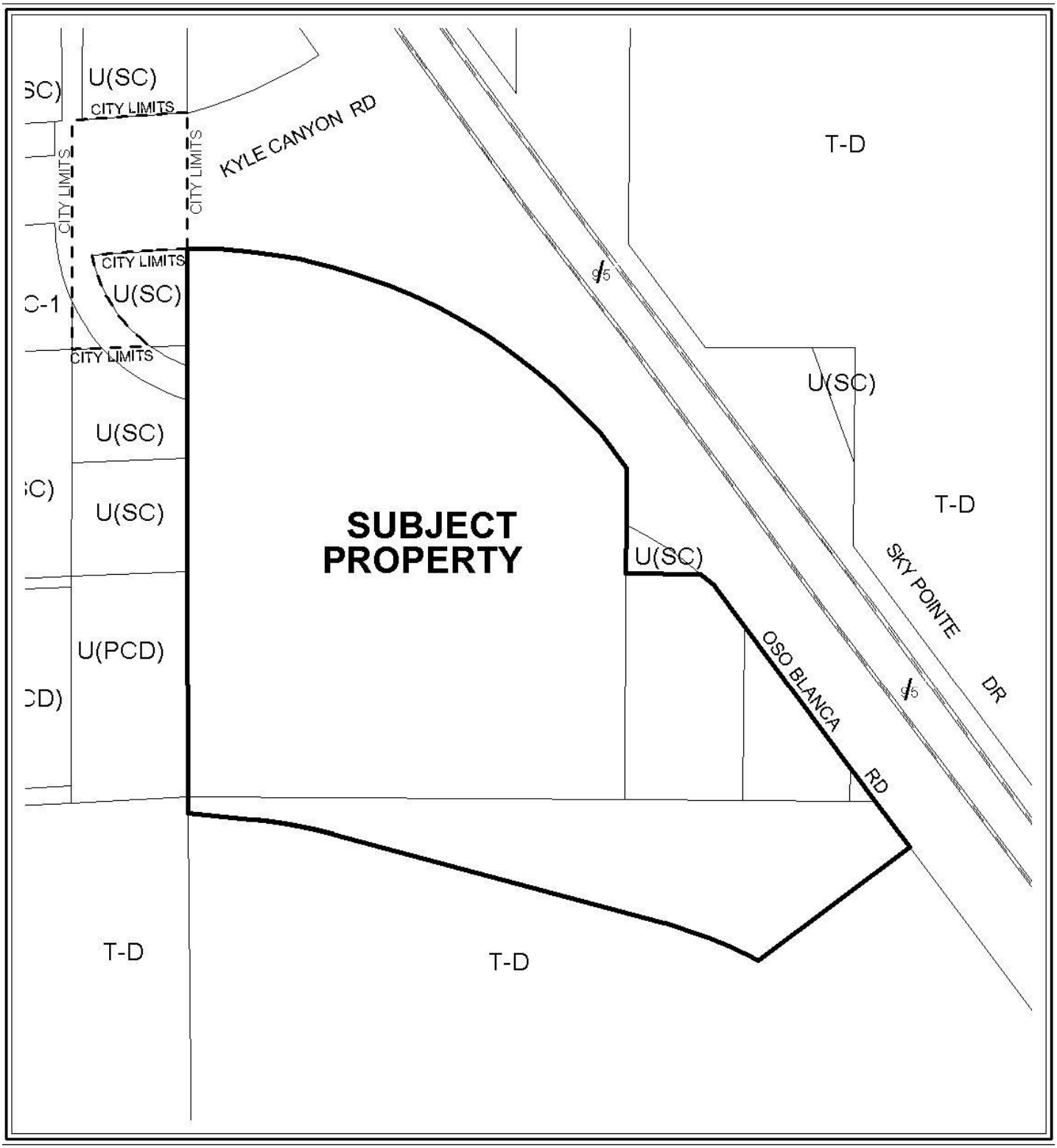
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

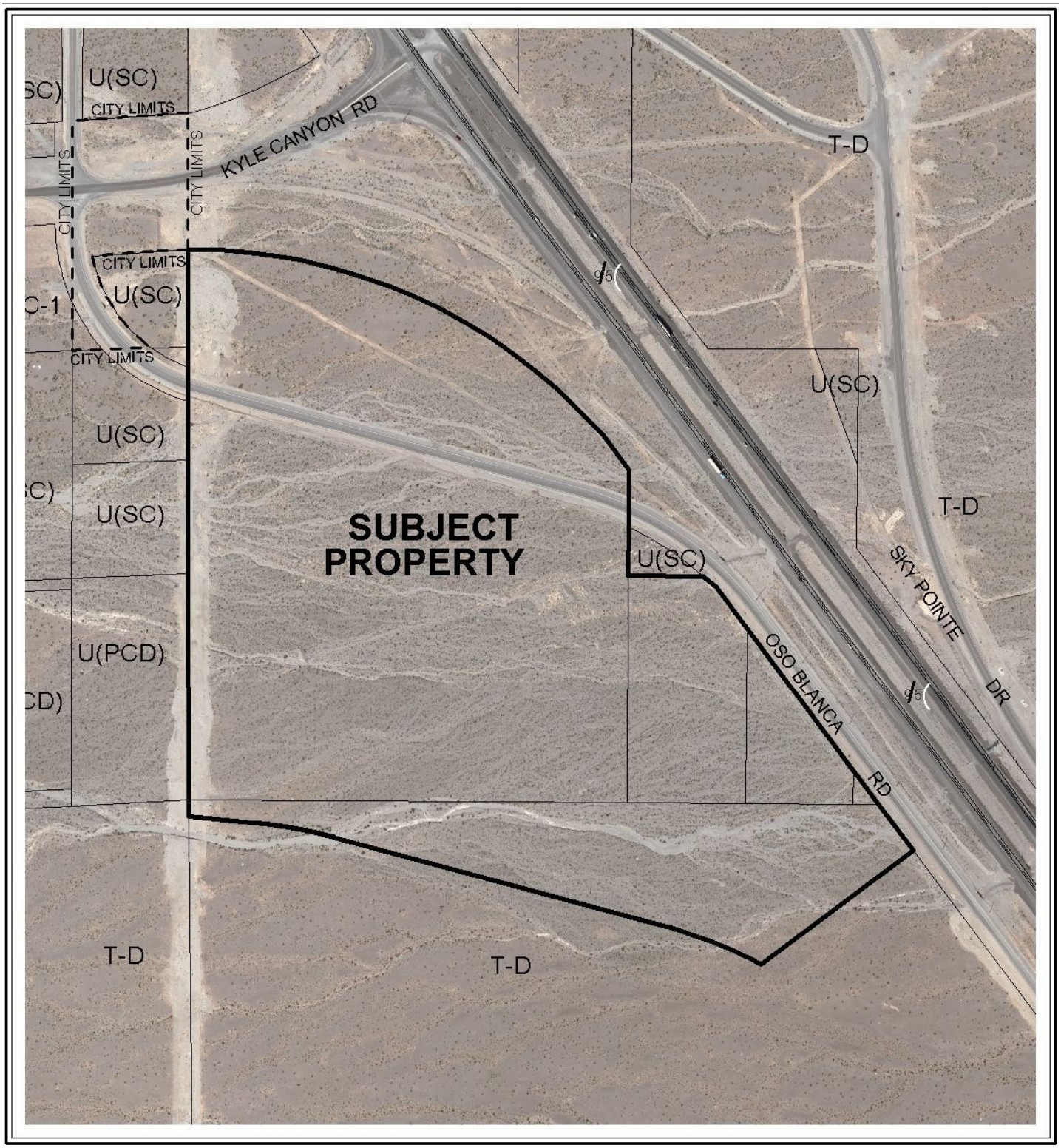
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-20478
5. City Council Approval Letter for EOT-35315
6. Justification Letter



CASE: **EOT-43127**

ZONING OF SUBJECT PROPERTY: T-D (TRADITIONAL DEVELOPMENT)



CASE: **EOT-43127**

ZONING OF SUBJECT PROPERTY: T-D (TRADITIONAL DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: KYLE 95 INVESTMENTS, LLC, ET AL - OWNER: WACHOVIA BANK, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43127	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-43127 CONDITIONS

Planning

1. This Special Use Permit (SUP-20478) shall expire on September 19, 2014 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-20478) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Non-Restricted Gaming Facility to be located at the southwest corner of Oso Blanca Road and Hualapai Way. No plans have been submitted for review, nor have any building permits been issued for the proposed project. The applicant is requesting an Extension of Time due to the poor economic climate in the area to support the operation of the facility. As the surrounding areas have not experienced any significant changes in land use or new development, staff is recommending approval with a three-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/16/07	The City Council approved a request for Rezoning (ZON-20543) from R-E (Residence Estates) and U (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation] to TD (Traditional Development) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road. The Planning Commission and staff recommended approval.
07/18/07	The City Council approved a request for a Review of Condition (ROC-22954) to remove all conditions of an approved Rezoning (ZON-20543) which rezoned property from R-E (Residence Estates) and U (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation] to TD (Traditional Development) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road. Staff recommended approval.
07/30/07	The Planning and Development Department approved a request for a technical review of a Parcel Map (PMP-22508) for a merger and re-subdivision of two lots on 80.48 acres on the east side of US-95 approximately 2,700 feet south of Kyle Canyon Road. The map was sent for recordation on 07/30/07, but no recorded date is noted.
08/15/07	The City Council approved a request for a Major Modification (MOD-22589) to the Kyle Canyon Development Standards and Design Guidelines to realign Iron Mountain Road between Hualapai Way and Grand Canyon Drive and to add street cross sections. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Tentative Map (TMP-22586) for a 210-lot mixed-use subdivision on 1,712 acres generally located north of Grand Teton Drive, south of the Moccasin Road Alignment between Shaumber Road on the west and Fort Apache Road on the east.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/19/07	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the General Plan (GPA-20469) from PCD (Planned Community Development) and SC (Service Commercial) to TND (Traditional Neighborhood Development) on 7.27 acres on the west side of Oso Blanca Road, approximately 2,190 feet south of Kyle Canyon Road. The Planning Commission and staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-20475) to establish a G-O (Gaming Enterprise Overlay) District on 51.38 acres at the southeast corner of Oso Blanca Road and the Hualapai Way alignment.
	The City Council approved a related request for Rezoning (ZON-22351) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation], C-1 (Limited Commercial), and C-2 (General Commercial) to T-D (Traditional Development).
	The City Council approved a related request for a Special Use Permit (SUP-20478) for a proposed Non-Restricted Gaming Facility.
12/20/07	The Planning Commission approved a request for a Tentative Map (TMP-25492) for a 105-lot mixed-use subdivision on 1,711.97 acres at the southwest corner of Fort Apache Road and Moccasin Road. Staff recommended approval.
01/31/08	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-24541) for Kyle Canyon Gateway. The map was not recorded.
02/06/08	The City Council approved a request for a Major Modification (MOD-25875) to the Kyle Canyon Development Standards and Design Guidelines to amend various street names and clarify certain street cross section diagrams. The Planning Commission and staff recommended approval.
	The City Council approved a related request to amend the Master Streets and Highways to designate Horse Drive as Kyle Heights Parkway west of Grand Canyon Drive; reclassify Oso Blanca Road, Sky Pointe Drive, Hualapai Way, and Kyle Height Parkway as identified by the special design designations adopted as a part of the Kyle Canyon Development Standards and Design Guidelines; to realign a portion of the Iron Mountain Road-Grand Canyon Drive alignment between Horse Drive and the northern Beltway; to remove a portion of Hualapai Way between Kyle Canyon Road and Moccasin Road and a portion of Moccasin Road between Hualapai Way and Fort Apache Road; to add new segments to Log Cabin Way, Iron Mountain Road, Hualapai Way, Egan Crest Drive and Shaumber Road; and to add Brighton Peak Lane, Tee Pee Lane, Mountain Rain Road, and Kyle Village Avenue.

02/20/08	The City Council approved a request to modify Map Number 7 (Existing and Proposed Trail Alignments) of the centennial Hills Sector Plan (GPA-25383) to remove alignments of a proposed Multi-Use Non-Equestrian Trail along the Hualapai Way alignment between Grand Teton Drive and Kyle Canyon Road and along Log Cabin Way between Fort Apache Road and a point approximately 4,080 feet in a westerly direction. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/06/08	The City Council approved a request for a Required Review (DIR-28767) of a development report as required by Subsection 9.01 of the development Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC on approximately 1,712 acres generally located at the southwest corner of Fort Apache Road and Moccasin Road. Staff recommended approval.
12/03/08	The City Council approved a request for a Required Review (DIR-29916) of a development report pursuant to Subsection 9.01 of the development Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC, on approximately 1,712 acres generally located at the southwest corner of Fort Apache Road and Moccasin Road. Staff recommended approval.
08/05/09	The City Council approved request for a Required Review (DIR-34955) of a development report pursuant to Subsection 9.01 of the development Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC, on approximately 1,712 acres generally located at the southwest corner of Fort Apache Road and Moccasin Road. Staff recommended approval.
09/02/09	The City Council approved a request for an Extension of Time (EOT-35315) of a previously approved Special Use Permit (SUP-20478) for a proposed Non-Restricted Gaming Facility at the southwest corner of Oso Blanca Road and Hualapai Way. Staff recommended approval.
08/04/10	The City Council approved a request for a Required Review (DIR-38680) of a development report pursuant to Subsection 9.01 of the development Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC, on approximately 1,712 acres generally located at the southwest corner of Fort Apache Road and Moccasin Road. Staff recommended approval.
08/17/11	The City Council approved a request for a Required Review (DIR-42369) of a development report pursuant to Subsection 9.01 of the development Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC, on approximately 1,712 acres generally located at the southwest corner of Fort Apache Road and Moccasin Road. Staff recommended approval.
10/11/11	The Planning Commission is scheduled to hear a request regarding an amendment to the Development Agreement for the Kyle Canyon Development (DIR-42266) on approximately 1,662 acres at the southwest corner of Fort Apache Road and Moccasin Road.

Most Recent Change of Ownership	
09/25/08	A deed was recorded for a change in ownership for 125-07-101-005.
09/25/08	A deed was recorded for a change in ownership for 125-06-401-005.
12/14/09	A deed was recorded for a change in ownership for 125-06-401-004.
04/19/10	A deed was recorded for a change in ownership for 125-06-401-003.
06/08/11	A deed was recorded for a change in ownership for 125-06-401-001.

Related Building Permits/Business Licenses
There have not been any plans submitted for review nor have there been any building permits issued for the proposed project.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	61.51

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Non-Restricted Gaming Facility	TND (Traditional Neighborhood Development)	T-D (Traditional Development)
North	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Undeveloped Land	TND (Traditional Neighborhood Development)	T-D (Traditional Development)
East	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Undeveloped Land	SC (Service Commercial) and PCD (Planned Community Development)	U (Undeveloped) [PCD (Planned Community Development) General Plan Designation]

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Kyle Canyon Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		Y
T-D (Traditional Development) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-20478) for a proposed Non-Restricted Gaming Facility to be located at the southwest corner of Oso Blanca Road and Hualapai Way. No plans have been submitted for review, nor have any building permits been issued for the proposed project.

Title 19.16.110 deems a Special Use Permit exercised upon the issuance of a building permit for new construction.

FINDINGS

The Special Use Permit (SUP-20478) has not been exercised in accordance with the requirements of Title 19.16.110 as no building permits have been issued for the proposed project. The applicant is requesting an Extension of Time due to the poor economic climate in the area to support the operation of the facility. As the surrounding areas have not experienced any significant changes in land use or new development, staff is recommending approval with a three-year time limit.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43127** APN: 125-06-401-001 and 125-07-101-005 (1005)

Name of Property Owner: Wachovia Bank

Name of Applicant: Kyle 95 Investments, LLC

Name of Representative: Kaempfer Crowell

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: DAVID L. ASH
SENIOR VICE PRESIDENT, WELLS FARGO, FOR WACHOVIA BANK

Subscribed and sworn before me

This 15th day of August, 2011

Corinne Smit-Ysmael
Notary Public in and for said County and State

CORINNE SMIT YSMAEL
Commission # 1844412
Notary Public - California
San Francisco County
My Comm. Expires Apr 13, 2013

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-43127 APN: 125-06-401-003

Name of Property Owner: Kyle 95 Investments, LLC

Name of Applicant: Kyle 95 Investments, LLC

Name of Representative: Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: John A. Ritter

Subscribed and sworn before me

This 2nd day of August, 20 11

S. Mannsur-Johnston

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt. Expires Feb. 5, 2015

Revised 11-14-06

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43127** APN: 125-06-401-004

Name of Property Owner: ALS Enterprise

Name of Applicant: ALS Enterprise

Name of Representative: Kaempfer Crowell

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: David E. Miller, Secretary
ALS Enterprise

Print Name: David E. Miller

Subscribed and sworn before me

This 28th day of July, 2011

Nancy K. Davis
Notary Public in and for said County and State

NANCY K. DAVIS
Notary Public, State of Nevada
Appointment No. 98-49173-1
My Appt. Expires Oct 23, 2014

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) U.S. 95 and Kyle Canyon Rd

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 125-06-401-001 + 005 and 125-07-101-005 **Ward #** 6

General Plan: existing TND proposed _____ **Zoning:** existing T-D proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 54.34 **Lots/Units** _____ **Density** _____

Additional Information SUP-20478 and EOT-35315

PROPERTY OWNER Wachovia Bank **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

APPLICANT Kyle 95 Investments, LLC **Contact** Chris Dingell

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address cdingell@fcglv.com

REPRESENTATIVE Kaempfer Crowell **Contact** Mark Fioretino

Address 8345 W. Sunset Rd #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

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 DAVID L. ASH
SENIOR VICE PRESIDENT, WELLS FARGO, FOR WACHOVIA BANK

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 #	EOT-43127
Meeting Date:	10/19/11 CC
Total Fee:	$300.-
Date Received:*	9/7/11
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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Revised 10/27/08

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ACKNOWLEDGMENT

State of California
County of San Francisco)

On August 15, 2011 before me, Corinne Smit-Ysmael, Notary Public
(insert name and title of the officer)

personally appeared David Ash,
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 Corinne Smit-Ysmael (Seal)

CORINNE SMIT YSMAEL
Commission # 1844412
Notary Public - California
San Francisco County
My Comm. Expires Apr 13, 2013

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) U.S. 95 and Kyle Canyon Rd

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 125-06-401-003 **Ward #** 6

General Plan: existing TND proposed _____ **Zoning:** existing T-D proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres [redacted] 4.8 **Lots/Units** _____ **Density** [redacted]

Additional Information SUP-20478 and EOT-35315

PROPERTY OWNER Kyle 95 Investments, LLC **Contact** Chris Dingell

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address cdingell@fcglv.com

APPLICANT Kyle 95 Investments, LLC **Contact** Chris Dingell

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 424-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address cdingell@fcglv.com

REPRESENTATIVE Kaempfer Crowell **Contact** Bob Gronauer

Address 8345 W. Sunset Rd #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

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 John A. Ritter

Subscribed and sworn before me

This 2nd day of August, 20 11.

S. Mannsur Johnston

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt. Expires Feb. 5, 2015

FOR DEPARTMENT USE ONLY

Case #	EOT-43127
Meeting Date:	10/19/11 CC
Total Fee:	$300
Date Received:*	9/7/11
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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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) U.S. 95 and Kyle Canyon Rd

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 125-06-401-004 **Ward #** 6

General Plan: existing TND proposed _____ **Zoning:** existing T-D proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.37 **Lots/Units** _____ **Density** [redacted]

Additional Information SUP-20478 and EOT-35315

PROPERTY OWNER ALS Enterprise **Contact** _____

Address 8650 W. Tropicana Ave #208 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89147-8182

E-mail Address _____

APPLICANT ALS Enterprise **Contact** _____

Address 8650 W. Tropicana Ave #208 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89147-8182

E-mail Address _____

REPRESENTATIVE Kaempfer Crowell **Contact** Bob Gronauer

Address 8345 W. Sunset Rd #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address _____

Property Owner Signature* David E. Miller, Secretary

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name David E. Miller

Subscribed and sworn before me

This 28th day of July, 20 11.

Nancy K. Davis

Notary Public in and for said County and State

NANCY K. DAVIS
Notary Public, State of Nevada
Appointment No. 98-49173-1
My Appt. Expires Oct 23, 2014

FOR DEPARTMENT USE ONLY

Case #	EOT-43127
Meeting Date:	10/19/11 CC
Total Fee:	$300.-
Date Received:*	9/7/11
Received By:	

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Revised 10/27/08

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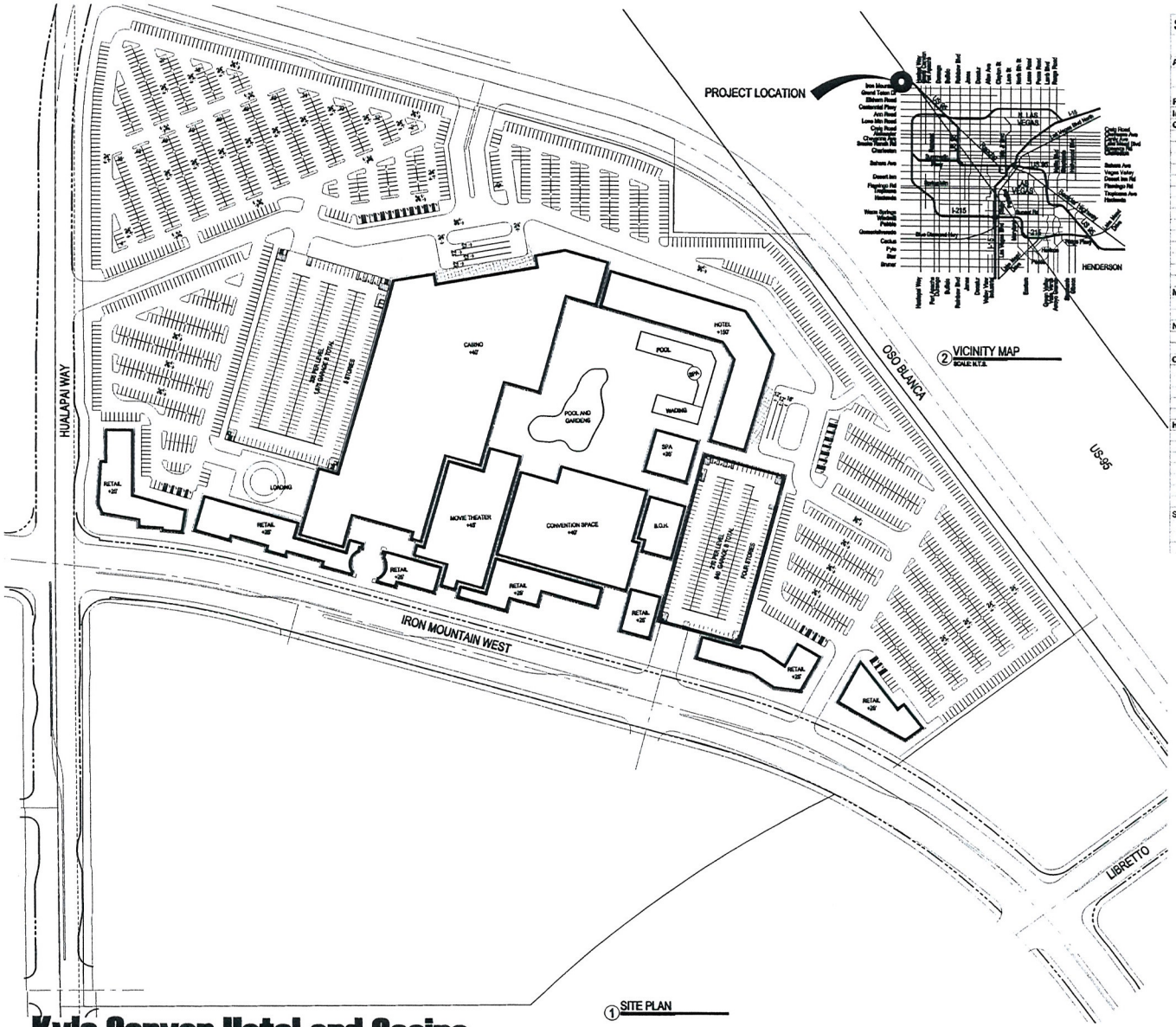

1 SITE PLAN

2 VICINITY MAP
SCALE: N.T.S.

SITE INFORMATION

Area		51.38 acres	43,342,113 s.f.		
			Total Area		**Parking Required**
Program Component					
Indoor					
Casino					
	Arcade		2,000 SF	1:200 GSF	10
	Misc / B.O.H.		5,000 SF	n/a	
	Bar		1,800 SF	1:50 GSF	36
	Buffet		15,000 SF	1:50 GSF	300
	Casino Cage		5,200 SF	n/a	
	Casino Floor		75,000 SF	1:90 GSF	833
	Day Care		2,000 SF	1:staff+1:child	60
	Food Court		12,000 SF	1:50 GSF	240
	Gift Shop		2,000 SF	1:250 GSF	8
	Lounge		5,500 SF	1:50 GSF	110
	Offices		5,000 SF	1:300 GSF	17
	Restaurants		20,000 SF	1:50 GSF	400
	Sports Book		4,500 SF	n/a	
			155,000 SF		
Movie Theater					
			30,000 SF	1:4 seats	600
			30,000 SF		
Non-Casino Retail					
			140,000 SF	1:250 GSF	560
			140,000 SF		
Convention Space					
	Ballrooms		10,000 SF	1:90 GSF	111
	Meeting Rooms		5,000 SF	1:90 GSF	56
	Event Center		45,000 SF	1:90 GSF	500
	Wedding Chapel		3,500 SF	1:200 GSF	18
			63,500 SF		
Hotel					
	Registration		1,500 SF	n/a	
	Lobby		7,700 SF	n/a	
	Guest Rooms		126,000 SF	1:room	290
	Suites		104,000 SF	1:room	174
			239,200 SF		
Subtotal			**627,700 SF**		**4,322 Total Spaces Required** **4,489 Total Spaces Provided**

3 TYP. PARKING SPACES

4 FIRE TRUCK TURNING

NORTH

Scale: 1 : 100

0 100 200

Conceptual Site Plan : Sheet Title
MA06-0139 : Project Number
06-01-07 : Date

FRONTLINE group

MOSER architecture studio

Kyle Canyon Hotel and Casino

LAS VEGAS, NV

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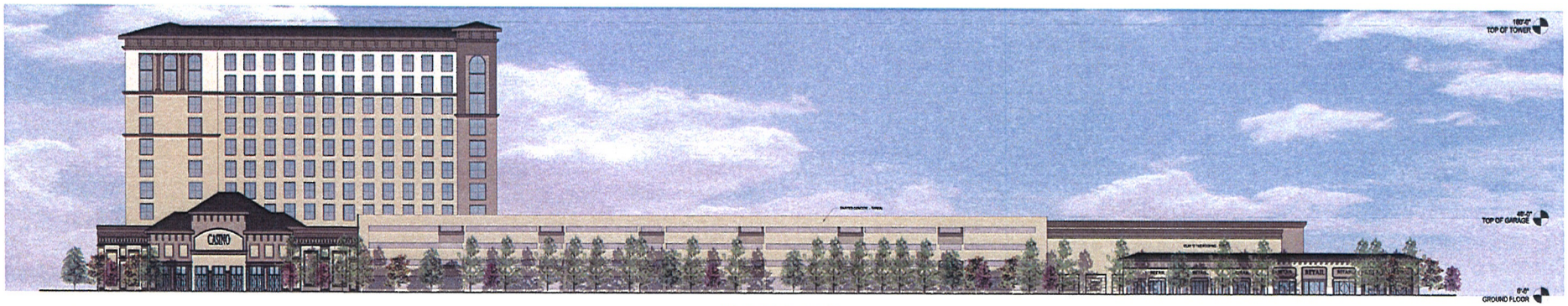
1 SOUTH ELEVATION
SCALE: 1"=30'-0"



1 SOUTH ELEVATION (CONTINUED)
SCALE: 1"=30'-0"



2 WEST ELEVATION
SCALE: 1"=30'-0"

Conceptual Elevation Plan : Sheet Title
MA06-0139 : Project Number
07-19-07 : Date

Kyle Canyon Hotel and Casino

LAS VEGAS, NV

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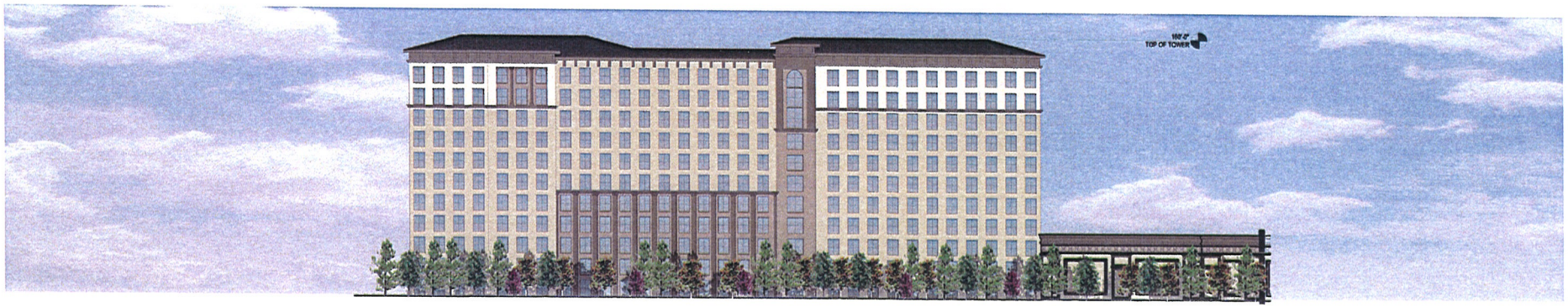
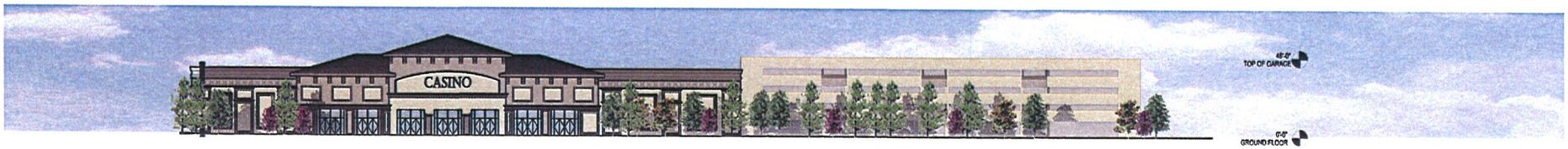
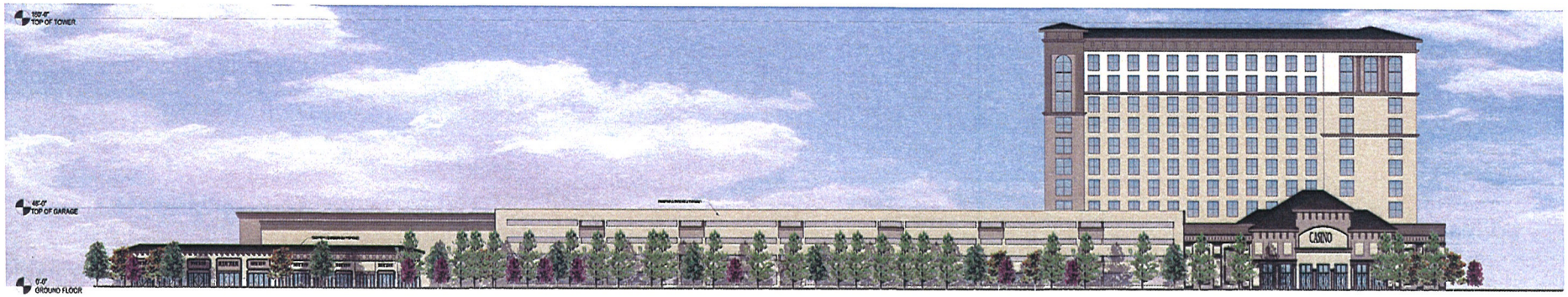
EOT-43127



1 NORTH ELEVATION
SCALE: 1"=30'-0"



1 NORTH ELEVATION (CONTINUED)
SCALE: 1"=30'-0"



2 EAST ELEVATION
SCALE: 1"=30'-0"

Conceptual Elevation Plan : Sheet Title
MA06-0130 : Project Number
07-18-07 : Date

Kyle Canyon Hotel and Casino

LAS VEGAS, NV

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City of Las Vegas

FRONTLINE group
MOSER architecture studio

EOT-43127

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. Joseph Bonifatto
Kyle Canyon Gateway Center, LLC
9811 West Charleston Boulevard, Suite #2-395
Las Vegas, Nevada 89117

RE: SUP-20478 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 19, 2007
RELATED TO GPA-20469, ZON-20475 AND ZON-22351

Dear Mr. Bonifatto:

The City Council at a regular meeting held September 19, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED NON-RESTRICTED GAMING FACILITY at the southeast corner of Oso Blanca Road and the Hualapai Way alignment, (APNs 125-06-002-003, 005, 006, 007, 125-07-101-001, and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation], C-1 (Limited Commercial) and C-2 (General Commercial) Zones [PROPOSED: T-D (Traditional Development)]. The Notice of Final Action was filed with the Las Vegas City Clerk on September 20, 2007. This approval is subject to:

Added Condition:

A. Family entertainment venues such as movie theater and/or bowling shall have access without going through the casino gaming area.

Planning & Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Gaming Establishment, Non-restricted use.

2. Conformance to the conditions for Rezoning (ZON-20543), Rezoning (ZON-20475), Rezoning (ZON-22351), and Development Agreement (DIR-21605), if approved.

3. A Site Development Plan Review application approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

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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City of Las Vegas

EOT-43127

4. The expansion of the Gaming Enterprise Overlay District shall be limited to the following parcels that are wholly outside the required buffer radii for Non-Restricted Gaming uses:

   "Parcel 1" as identified on Parcel Map (PMP-22508) (PM 114 0022)
   125-06-002-003
   125-06-002-005
   125-06-002-006
   125-06-002-007

5. 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.

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, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Nima Taghavi
Rancho Way, LLC
1000 Bristol Street North, Suite #17105
Newport Beach, California 92660

Mr. Calvin Champlin
Kyle Acquisition Group, LLC
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

EOT-43127

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City of Las Vegas

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. Tom DeVore
Northwest Investments, LLC
3455 Cliff Shadows Parkway, #220
Las Vegas, NV 89129

RE: EOT-35315 - 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 Special Use Permit (SUP-20478) FOR A PROPOSED NON-RESTRICTED GAMING FACILITY at the southwest corner of Oso Blanca Road and Hualapai Way alignment (APNs 125-06-401-003,004; 125-06-401-001, 005; and 125-07-101-005), T-D (Traditional Development) 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 Special Use Permit (SUP-20478) shall expire on September 19, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Special Use Permit (SUP-20478) 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. Chris Dingell
Northwest Investments, LLC
3455 Cliff Shadows Parkway, #220
Las Vegas, NV 89129

Mr. Mark Fiorentino
KKBR&F
3455 Cliff Shadows Parkway, #220
Las Vegas, NV 89129

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

VOICE 702.229.6011
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www.lasvegasnevada.gov

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KAEMPFER CROWELL
ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 900
Reno, NV 89501
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Fax: 775.327.2011

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

MARK H. FIORENTINO
mfiorentino@kcnvlaw.com
702.693.4261

August 29, 2011

Mr. Doug Rankin, AICP
Planning Manager
City of Las Vegas Planning Department
333 No. Rancho Drive, 3rd Flr.
Las Vegas, NV 89106

RE: REQUEST TO EXTEND SUP-20478.

Dear Doug:

Our office represents the applicants on the above referenced item. SUP-20478, a special use permit for a non-restricted gaming facility, was originally approved by the Las Vegas City Council on September 19, 2007 with a two year time limit. In September 2009, the Council approved a two year extension to September 19, 2011.

I am hereby requesting that SUP-20478 be extended for five additional years.

There have been no substantial changes to the conditions in the surrounding area and the use is still appropriate. When economic conditions improve sufficiently to support the facility, it will provide much needed jobs, tax revenues and related benefits.

Thank you for your consideration in this matter. Please let me know if you need anything further.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Mark H. Fiorentino

MHF/mlt

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City of Las Vegas

EOT-43127

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

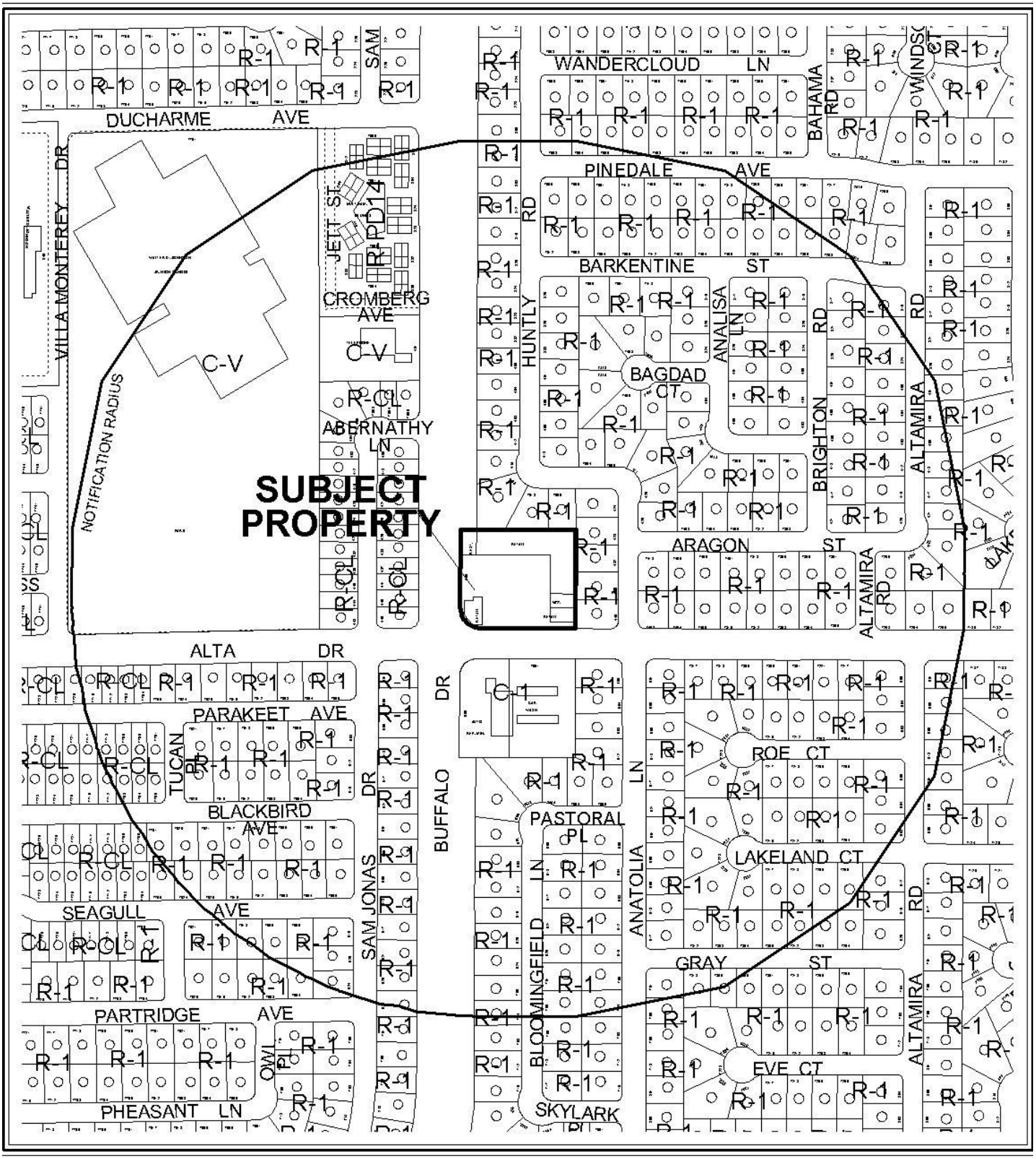
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42604 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GRACIE-BODIE, INC. - OWNER: IPTV-B-L6-136, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED ANIMAL HOSPITAL, CLINIC OR SHELTER (WITH NO OUTSIDE PENS) WITHIN AN EXISTING 2,385 SQUARE-FOOT BUILDING at 490 South Buffalo Drive (APN 138-34-201-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**7**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 13, 2011 Planning Commission Meeting Item – SUP-42604



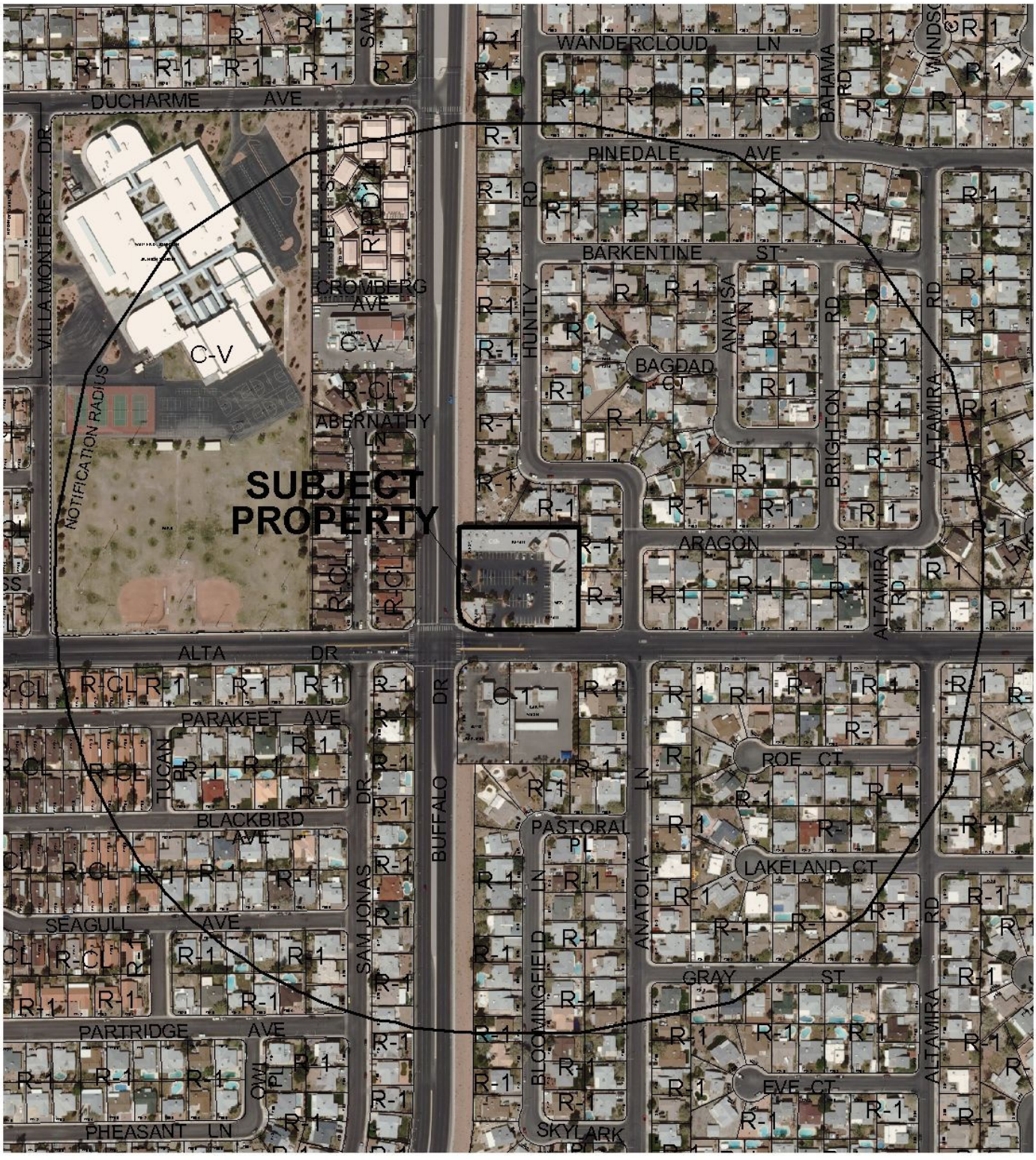
0 300 600 Feet

CASE: **SUP-42604**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-42604**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: GRACIE-BODIE, INC. – OWNER: IPTV-B-L6-136, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42604	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-42604 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Animal Hospital, Clinic, or Shelter (With No Outside Pens) use.

2. Conformance to the approved conditions for Rezoning (Z-0008-72).

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to relocate an existing nonconforming Animal Hospital from a 1,214 square-foot suite to a 2,385 square-foot freestanding building on the same site. These are located within a fully developed 27,612 square-foot shopping center. Since all conditions of Title 19.12 for an Animal Hospital, Clinic, or Shelter (with no outside pens) are being met, staff supports the request with conditions. If denied, the Animal Hospital could not relocate into the expanded freestanding building.

ISSUES

- An Animal Hospital, Clinic, or Shelter (with no outside pens) is allowed in a C-1 (Limited Commercial) district with an approved Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/12/96	The Planning Commission approved a Plot Plan and Elevation Review [Z-0008-70(2)] for a 27,900 square-foot shopping center on the northeast corner of Buffalo Drive and Alta Drive.
09/13/11	The Planning Commission voted (7-0) to recommend APRPOVAL (PC Agenda Item 9/yk).

Most Recent Change of Ownership	
10/13/2010	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/24/98	A Business License (#080913) for Veterinarian Sales and (#080913) for Veterinarian Clinic were issued for 450 South Buffalo Drive, Suite 118. Both licenses are still active.
11/02/99	A Building Permit (#190080) for a Tenant Improvement was issued for 490 South Buffalo Drive.
12/27/01	A Business License (#101152) for Installment Loans was issued for 490 South Buffalo Drive. The license expired 10/30/08.

Pre-Application Meeting	
07/13/11	Staff reviewed the requirements for a Special Use Permit application. It was noted that the site was parking impaired and that no additional parking would be required.

Neighborhood Meeting
No neighborhood meeting was required, nor was one held.

Field Check	
08/04/11	Staff conducted a field check and found a well maintained commercial shopping center. Half of the suites as well as the free standing building on the site were vacant.

Details of Application Request	
Site Area	
Net Acres	1.71

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	General Retail Store, Other Than Listed (Less than 3500 Square Feet)	SC (Service Commercial)	C-1 (Limited Commercial)
	Car Wash, Self-Service		
East	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single-Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

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

YK

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Buffalo Drive	Primary Arterial	Master Plan of Streets and Highways	100	Y
Alta Drive	Secondary Collector	Master Plan of Streets and Highways	80	Y

Pursuant to Title 19.08 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	
Shopping Center	27,612 SF	1 space per 250 SF	111				
TOTAL SPACES REQUIRED			111		92		N*
Regular and Handicap Spaces Required			106	5	88	4	N*
Loading Spaces	27,612	2 spaces for 10,000 to 29,999 SF	2		0		N*

*This site has been determined to be parking impaired and no additional parking is required for this proposal.

ANALYSIS

This is a request to relocate a non-conforming Animal Hospital, Clinic, or Shelter (with no outside pens) to another building within the same commercial shopping center and on the same parcel. Since the business will increase more than 50% in gross floor area, a Major Special Use Permit is required for the proposed relocation. No additional parking will be required for this request.

The business has been in operation at this shopping center location for 13 years with no complaints on file. The applicant indicates that all Title 19.12 conditions will be met at all times. Only 15% of the floor area will be used for actual boarding of animals. This is well below the 25% maximum allowed. As all conditions for an Animal Hospital, Clinic, or Shelter (with no outside pens) are being met and the use can be conducted in a harmonious manner with the surrounding businesses, staff recommends approval of the request.

YK

FINDINGS (SUP-42604)

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.**

   Title 19.12 conditions for an Animal Hospital, Clinic, or Shelter (With No Outside Pens) are met. Therefore, 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.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site is physically suitable for the type of land use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access is provided via driveways from Buffalo Drive and Alta Drive. These street facilities are adequate in size to meet the requirements 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.**

   This proposed Animal Hospital, Clinic, or Shelter (with no outside pens) use is consistent with and will not compromise the public health, safety, and welfare or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   All conditions for an Animal Hospital, Clinic, or Shelter (with no outside pens) in a C-1 (Limited Commercial) district are being met.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 408 (By City Clerk)

APPROVALS 7

PROTESTS 1

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42604** APN: 138-34-201-001

Name of Property Owner: IPTV-B-L6-136, LLC

Name of Applicant: Gracie-Bodie, Inc. dba Buffalo Alta Animal Hospital

Name of Representative: Brian Hammes

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: _____ Gene C. McQuown Managing Director

Print Name: Gene McQuown

Subscribed and sworn before me

This 19th day of July, 2011

_____

Notary Public in and for said County and State

Veda NiCole Simpson
Notary Public, District of Columbia
My Commission Expires, November 14, 2015

VEDA NICOLE SIMPSON ★ NOTARY PUBLIC ★ DISTRICT OF COLUMBIA

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Gracie-Bodie, Inc. dba Buffalo Alta Animal Hospital

Project Address (Location) 490 South Buffalo Drive, Las Vegas, NV 89145

Project Name Buffalo Alta Animal Hospital **Proposed Use** Animal Hospital

Assessor's Parcel #(s) 138-34-201-001 **Ward #** 1

General Plan: existing SC proposed N/C **Zoning:** existing C-1 proposed N/C

Commercial Square Footage 27,612 **Floor Area Ratio** 37%

Gross Acres 1.71 **Lots/Units** 1/23 **Density**

Additional Information

PROPERTY OWNER IPTV-B-L6-136, LLC **Contact** Gene McQuown

Address 8150 N. Central Expressway, Ste 1200 **Phone:** (972) 861-1023 **Fax:** (972) 861-1028

City Dallas **State** TX **Zip** 75206

E-mail Address gkitto@iptmgmt.com

APPLICANT Gracie-Bodie, Inc. dba Buffalo Alta Animal Hospital **Contact** Brian Hammes

Address 450 South Buffalo Drive, Suite 118 **Phone:** (702) 838-0700 **Fax:** (702) 838-5695

City Las Vegas **State** NV **Zip** 89145

E-mail Address brian@buffaloalta.com

REPRESENTATIVE Brian Hammes **Contact** Brian Hammes

Address 450 South Buffalo Drive, Suite 118 **Phone:** (702) 838-0700 **Fax:** (702) 838-5695

City Las Vegas **State** NV **Zip** 89145

E-mail Address brian@buffaloalta.com

Property Owner Signature* Gene C. McQuown Managing Director

*An authorized agent may sign in lieu of the property owner. See Land Use Terms, Maps, and Parcel Maps.

Print Name Gene McQuown

Subscribed and sworn before me

This 19th day of July, 20 11.

Veda NiCole Simpson

Notary Public in and for said County and State

VEDA NICOLE SIMPSON NOTARY PUBLIC DISTRICT OF COLUMBIA

Veda NiCole Simpson
Notary Public, District of Columbia
My Commission Expires, November 14, 2015

FOR DEPARTMENT USE ONLY

Case #	SUP-42604
Meeting Date:	9/13/11 PC
Total Fee:	$1,030
Date Received:*	7/21/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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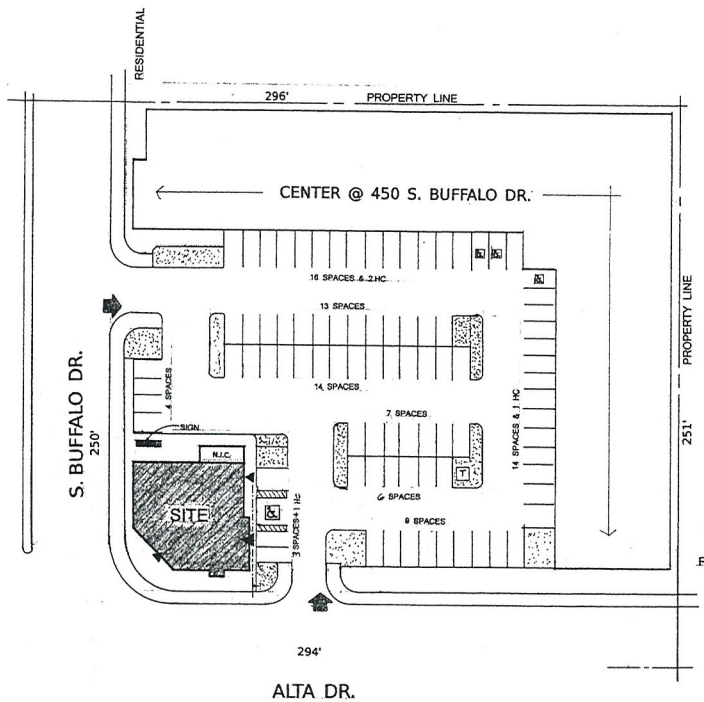
Revised 10/2008

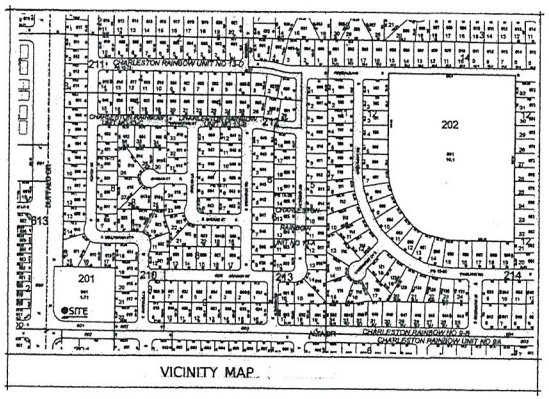
f:\depot\Application Packet\Application Form.pdf

STATE OF NEVADA

REGISTERED INTERIOR DESIGNER
NO. 019-ID
ROBERT C. WARNSTEDT

Robert C. Warnstedt





VICINITY MAP

SITE PLAN - BUFFALO CENTER

PARCEL NO. - 138-34-201-001
PARCEL SIZE - 1.71 ACRES
CENTER SIZE - 27,612 SQ. FT.
PROJECT SIZE - 2,385 SQ. FT.
PARKING - 86 SPACES & 4 HANDICAP SPACES = 90
CURRENT RATIO OF 1 SPACE PER 250 SQ. FT. = 110
RESULT = PARKING IMPAIRED

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Department of Planning

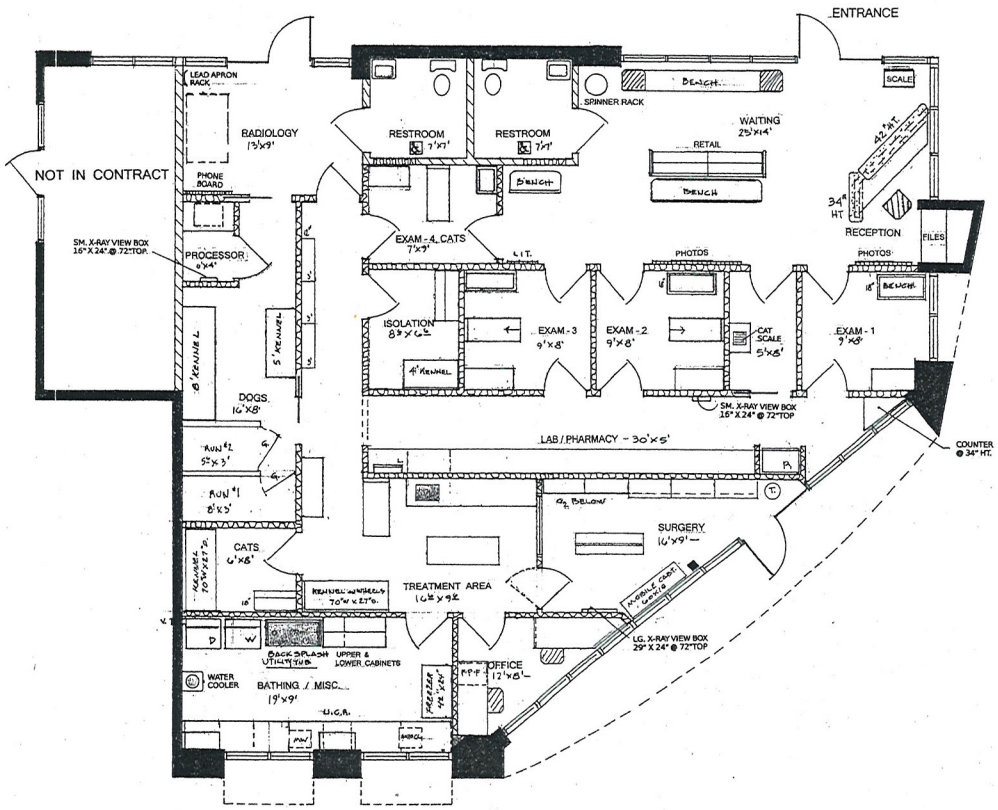
NOTE:
THE PARKING LOT IS SHOWN "AS IS".
NO CHANGES ARE PROPOSED WITH
THIS PROJECT.

A1

Arlington Design
interior design & space planning
(702) 364 - 1507 FAX (702) 364 - 8266
NEVADA LIC. NO. 019-ID

SITE PLAN
SCALE: N.T.S. APPROVED BY: DRAWN BY: AC
DATE: 3/28/11 REVISED 8/2/11
BUFFALO ALTA ANIMAL HOSPITAL
490 S. BUFFALO DR. DRAWING NUMBER 3409

SUP-42604
REVISED



NOTE : ROOM SIZES ARE APPROXIMATE.

OCCUPANCY = 24

NORTH

NOTE: ALL SUB-CONTRACTORS TO VERIFY ALL FIELD CONDITIONS AND DIMENSIONS PRIOR TO START OF WORK.

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Department of Planning

STATE OF NEVADA
REGISTERED INTERIOR DESIGNER
NO. 019-ID
ROBERT C. WARNSTEDT

Robert C. Warnstedt

A2.1

Arlington Design
interior design & space planning
(702) 364 - 1507 FAX (702) 364 - 8256
NEVADA LIC. NO. 019-ID

FLOORPLAN

SCALE: 1/4" = 1'-0" | APPROVED BY: | DRAWN BY:
DATE: 3/28/11 | REVISED 8/12/11

BUEFALO ALTA ANIMAL HOSPITAL

490 S. BUEFALO DR. | DRAWING NUMBER 3409

SUP-42604
REVISED



SUP-42604 - APPLICANT: GRACIE-BODIE, INC. - OWNER: IPTV-B-L6-136, LLC
490 SOUTH BUFFALO DRIVE

08/04/11



SUP-42604 – APPLICANT: GRACIE-BODIE, INC. - OWNER: IPTV-B-L6-136, LLC
490 SOUTH BUFFALO DRIVE

08/04/11



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SUP-42604



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SUP-42604



EAST FACE OF BLDG.

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JUL 21 2011

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interior design & space planning
(702) 364 - 1507 FAX (702) 364 - 8256
NEVADA LIC. NO. 019-ID

BUFFALO ALTA ANIMAL HOSPITAL

SUP-42604



WEST FACE OF BLDG.

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interior design & space planning
(702) 364 - 1507 FAX (702) 364 - 8256
NEVADA LIC. NO. 019-ID

BUFFALO ALTA ANIMAL HOSPITAL

SUP-42604



NORTH FACE OF BLDG.

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interior design & space planning
(702) 364 - 1507 FAX (702) 364 - 8256
NEVADA LIC. NO. 019-ID

BUFFALO ALTA ANIMAL HOSPITAL

SUP-42604



SOUTH FACE OF BLDG.

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Arlington Design
interior design & space planning
(702) 364 - 1507 FAX (702) 364 - 8256
NEVADA LIC. NO. 019-ID

BUFFALO ALTA ANIMAL HOSPITAL

SUP-42604

To: Department of Planning
From: Brian Hammes, DVM – Buffalo Alta Animal Hospital
Subject: Justification Letter for Special Use Permit

Buffalo Alta Animal Hospital has been operating at 450 S Buffalo Drive, Suite 118, Las Vegas, NV 89145 for the past 13 plus years. It has been under the present ownership and management for the past six years. We are a small (one veterinarian), family-owned practice. Our practice is small animal, consisting largely of cats and dogs, although we will see the occasional pocket or exotic pet. No large animals are seen.

From the beginning, we have been a good neighbor to the other businesses in the Buffalo Center as well as the residents of the community. We have had no complaints of any fashion from the other businesses or residents. We take pride in the fact that clients comment that our hospital smells so clean and fresh. Likewise, noise is at a minimum.

We now plan to move across the parking lot to the stand-alone building with the address of 490 S Buffalo Drive. We will still be in the same shopping center (Buffalo Center). Site and floor plans have been prepared and are part of this submitted package. Photos of the four sides of the building are also included. A general contractor, SGI Builders (Bryan Sears, Owner), has been retained.

The focus of our practice will remain unchanged. We will continue to be a small, family-owned practice emphasizing pet care for dogs and cats. No large animals will be seen. Our hours of operation are expected to remain unchanged. We will be open 7:30A.M. – 6:00P.M. Monday thru Friday. On Saturday, we will be open 8:00A.M. – 4:00P.M. We plan to be closed on Sundays. At this time, we do not expect any changes in staffing levels. Initially, we will have 3 full-time employees and 1 part-time employee. Our desire is to add staff as needed as our client base increases.

Moving to the stand-alone building will allow us to better serve the community since the building is somewhat larger than our existing space. As noted above, we have had no complaints from other tenants or residences. I anticipate this to continue to be the case, particularly since we will no longer have any walls in common with other tenants.

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SUP-42604

In regards to the Minimum Special Use Permit Requirements for an Animal Hospital, Clinic, or Shelter (with no outside pens):

1. The use shall have access to a collector street or larger.
    a. There will be easy access from two streets, Buffalo and Alta.
2. Animals shall be confined within an enclosed building at all times.
    a. This will be no change from our current practice at 450 S. Buffalo Dr, Suite 118.
3. The building shall be designed to provide complete sound barriers and odor protection for adjacent properties.
    a. As noted above, we have had no complaints of noise or odor in our current practice which has common walls with adjacent tenants. Since we will be the only tenant in the stand-alone building, this policy of being a good neighbor will continue. In addition, a general contractor has been retained to help insure full compliance.
4. Rooms containing cages or pens are not permitted to have windows, doors or other penetrations on exterior walls adjacent to residences.
    a. There are no adjacent residences. In addition, for security reasons, all rooms containing cages or pens will have **no** windows, doors, or other penetrations on exterior walls.
5. Noise levels must comply with the applicable provisions of LVMC Title 7.
    a. Various measures such as separating dogs from cats; minimizing direct contact and sight of each other, providing toys and other mental stimulants are taken. Noise has been a non-issue in the past and should remain a non-issue at the new location.
6. No more than 25% of the floor area may be used for the boarding of animals.
    a. Per the plans, the boarding area will be less than 15% of the floor area.

In reviewing the "Special Use Permit Determinations":

a. The proposed 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.

i. We have been operating an animal hospital in the Buffalo Center in a harmonious and compatible manner. Moving across the parking lot to the stand-alone building will not change this.

b. The subject site is physically suitable for the type and intensity of land use being proposed.

i. Planners and contractors have evaluated the building.

c. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

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JUL 21 2011
SUP-42604

i. There will be good access from two streets (Buffalo and Alta).

d. 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.

i. Buffalo Alta Animal Hospital has been operating in its present location for 13 years. Moving across the parking lot to the stand-alone building will have no negative impact.

In summary, Buffalo Alta Animal Hospital has a 13 year track record in its present location. We now wish to move the hospital 50 yards across the parking lot to the stand-alone building. We have been a good neighbor to the other tenants as well as residents of the neighborhood. Moving to the larger building will allow us to better serve the community. In reviewing the "Minimum Special Use Permit Requirements" and well as the "Special Use Permit Determinations", it appears that we meet all criteria.

Thank your for your time and attention to this matter. Sincerely,

B D. Hammes 7-18-11

Brian D. Hammes, DVM – Applicant/Representative
Buffalo Alta Animal Hospital

Date

RECEIVED
JUL 21 2011
SUP-42604

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-42604 – APPLICANT: GRACIE-BODIE, INC. - OWNER: IPTV-B-L6-136, LLC**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 13, 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 ***SEPTEMBER 12, 2011***.

B. D. Hammes — 9-7-11

Signature — Date

Brian D. Hammes

Please Print Name

Gracie-Bodie, Inc dba Buffalo Alta Animal Hospital

Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

RECEIVED
SEP – 7 2011

To: Carman Burney

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

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Signature

9/6/11
Date

Gene McQuown
Please Print Name

GENE M. QUOWN
MD

IPTV-B-L6-136, LLC
Company Name

9/5/11

Gene C. McQuown
Managing Director

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

RECEIVED
SEP – 8 2011

9

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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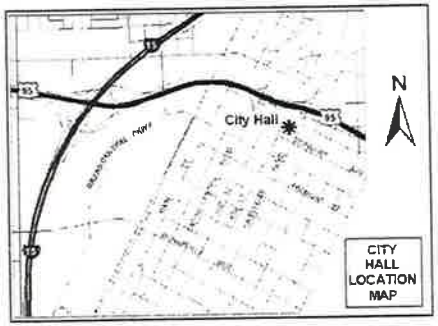

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42604
Planning Commission Meeting of 9/13/2011

Case: SUP-42604
13834311025
MITCHELL DON LIVING TRUST
MITCHELL DON TRS
604 ALTA MIRA RD
LAS VEGAS NV 89145-6009 89145-6009

28 HRDFN11 89145

9b

2011-09-03 07:04 MAGGY THOMPSON 7022545024 >> P 1/1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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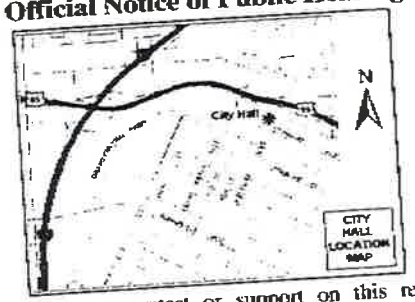

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42604

Planning Commission Meeting of 9/13/2011

89145

$ 00.41

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SEP - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42604

13834211015
THOMPSON MAGGY LIVING TRUST
%M THOMPSON
7509 PINEDALE
LAS VEGAS NV 89145-5232 89145-5232

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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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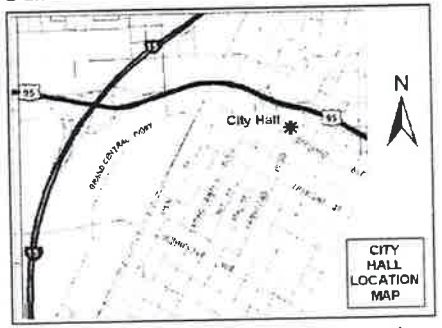

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-42604

Planning Commission Meeting of 9/13/2011

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SEP 12 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42604

13833616023
MEDINA FERNANDO
4517 W PENNY AVE
SANTA ANA CA 92703-1216

92 HRDFN11 92703

94

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42604

Planning Commission Meeting of 9/13/2011

Case: SUP-42604

13833616030
THOMPSON JANA P LIVING TRUST
328 S BUFFALO DR #102
LAS VEGAS NV 89145-4990

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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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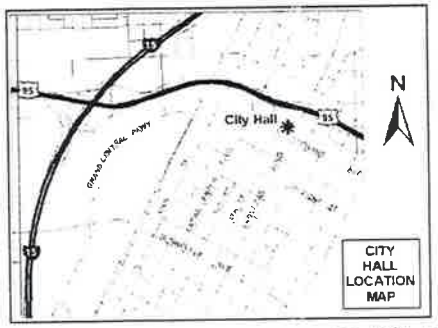

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SUP-42604

Planning Commission Meeting of 9/13/2011

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SEP - 7 2011

Case: SUP-42604

13834310042
QUANEY TERRY L & RITA V
505 ANATOLIA LN
LAS VEGAS NV 89145-6037 89145-6037

26 HRDFN11 89145

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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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SUP-42604

Planning Commission Meeting of 9/13/2011

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SEP - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42604

13634210021
BETTENS WILLIAM H & RUTH ANN
429 ANATOLIA LN
LAS VEGAS NV 89145-5249 89145-5249

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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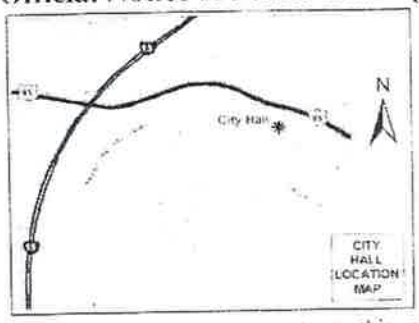

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SUP-42604

Planning Commission Meeting of 9/13/2011

Case SUP-42604

13833711002
ROSS MICHAEL D
7420 ENCHANTED HILLS DR
LAS VEGAS NV 89129-5964 89129-5964

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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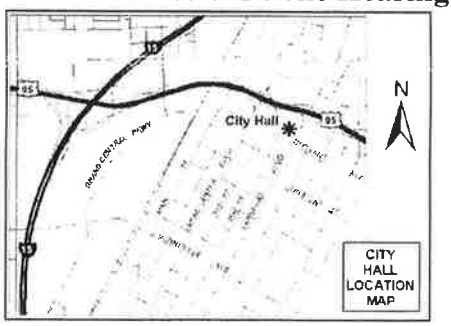

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42604
Planning Commission Meeting of 9/13/2011

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SEP 12 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42604
13834210039
GAOING ROBERT T
7508 BARKENTINE ST
LAS VEGAS NV 89145-5222 89145-5222

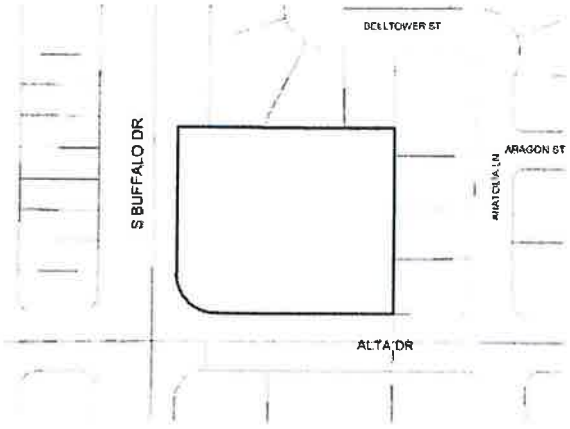
20 HRDFN11 89145

Application Information

SUP-42604 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GRACIE-BODIE, INC. - OWNER: IPTV-B-L6-136, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED ANIMAL HOSPITAL, CLINIC OR SHELTER (WITH NO OUTSIDE PENS) WITHIN AN EXISTING 2,385 SQUARE-FOOT BUILDING at 490 South Buffalo Drive (APN 138-34-201-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

I support this request! An animal shelter with no outside pens is a great idea because Las Vegas weather is too hostile during summer and winter.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***September 13, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

9A

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

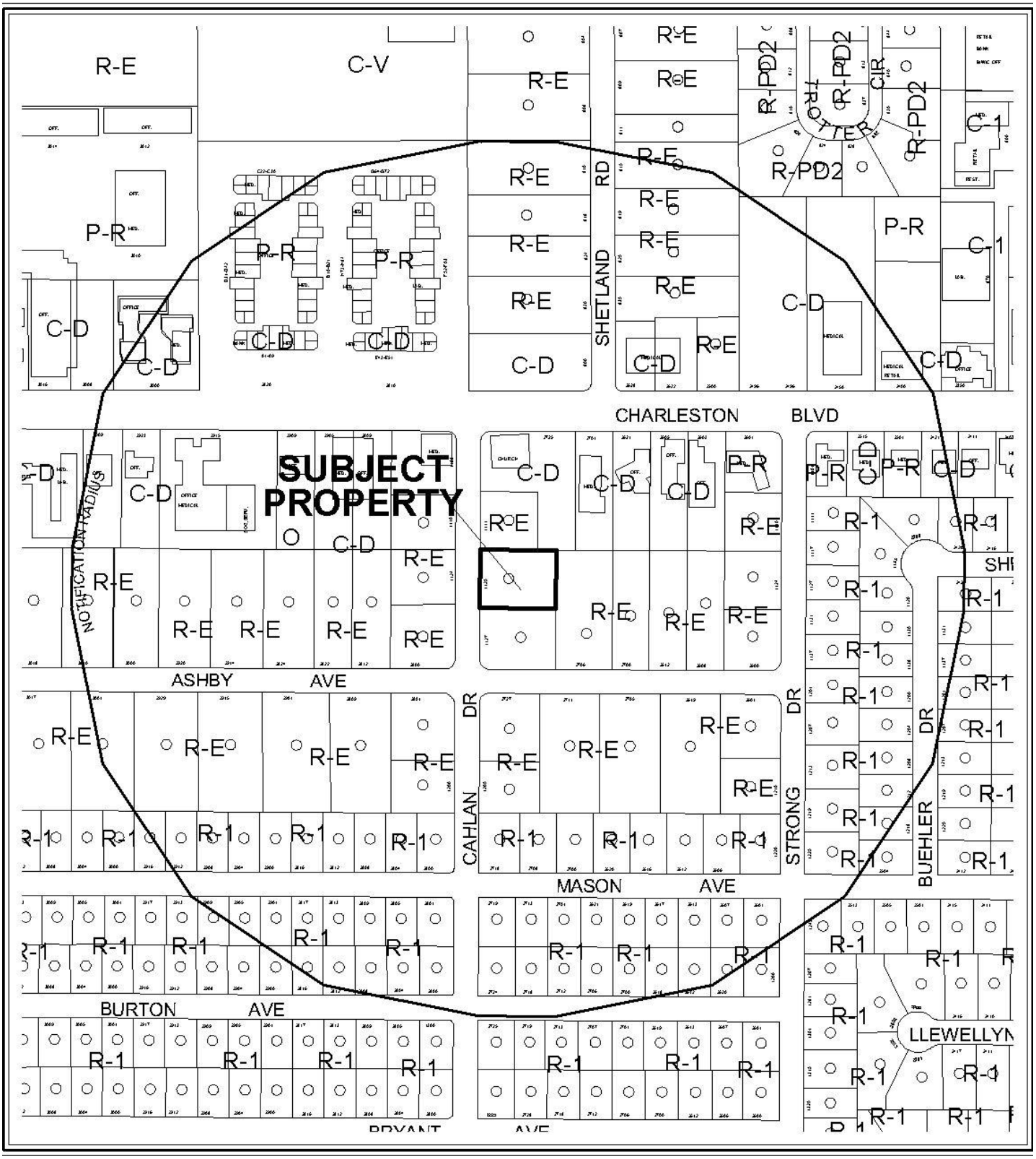
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42639 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: CHRISTOPHER S. ALLEN - For possible action on a request for a Special Use Permit TO CONVERT AN EXISTING 640 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) INTO AN ACCESSORY STRUCTURE (CLASS I) WITH KITCHEN at 1125 Cahlan Drive (APN 162-05-512-019), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-30239
6. Justification Letter
7. Backup referenced from the September 13, 2011 Planning Commission Meeting Item – SUP-42639



0 300 600 Feet

CASE: **SUP-42639**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 300 600 Feet

CASE: **SUP-42639**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CHRISTOPHER S. ALLEN

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42639	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-42639 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Accessory Structure (Class I) use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
October 19, 2011 – City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for an Accessory Structure (Class I) on a .60 acre site at 1125 Cahlan Drive. The applicant is proposing the conversion of an existing 640 square-foot Accessory Structure (Class II) to an Accessory Structure (Class I) with a kitchen for use as a pool house and guest quarters. Currently the structure is utilized as a workshop and storage building. The proposed changes to the structure are minor in nature, comply with Title 19 standards and will not have a negative impact on the surrounding area; therefore, staff recommends approval.

ISSUES

- An Accessory Structure (Class I) use is permitted in the R-E (Residence Estates) zoning district with the approval of a Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/24/02	The City Council approved a request for a General Plan Amendment (GPA-0047-01) to amend portions of the Southeast Sector map of the General Plan in the general vicinity of the Charleston Boulevard/Rancho Drive intersection from SC (Service Commercial) to O (Office); from R (Rural Density Residential) to DR (Desert Rural Density Residential); from O (Office) to DR (Desert Rural Density Residential) and; from L (Low Density Residential) to DR (Desert Rural Density Residential) in accordance with the recommendations of the Rancho Charleston Land Use Study and Strategic Plan. The Planning Commission recommended denial, whereas the Department of Planning staff recommended approval.
12/03/08	The City Council approved a request for a Special Use Permit (SUP-30239) for an existing 640 square-foot Accessory Structure (Class I) with kitchen at 1125 Cahlan Drive. The Planning Commission and staff recommended approval. This approval expired on 12/03/10.
09/13/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 10/jg).

Most Recent Change of Ownership	
04/02/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/22/55	A building permit (21822) was issued for a single family residence at 1125 Cahlan Drive.
11/15/66	A building permit (35459) was issued for a 640 square-foot accessory structure at 1125 Cahlan Drive.
08/08/03	A building permit (03017066) was issued for a pool and spa at 1125 Cahlan Drive. The permit was finaled on 03/29/04.
02/26/09	A building permit (134441) was processed for the conversion of a 640 square-foot Accessory Structure (Class II) to an Accessory Structure (Class I) at 1125 Cahlan Drive. The permit was never issued.
07/12/11	A building permit (191037) was issued for an investigation inspection for previously completed work that was done without permits at 1125 Cahlan Drive. The permit is currently open.

Pre-Application Meeting	
07/12/11	A pre-application meeting was held with the applicant, where the submittal requirements for a Special Use Permit were discussed. It was determined that a waiver for the mechanical equipment (air conditioner) on the room is not required.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/04/11	A field check by staff noted that the subject site is a well maintained single family residence.

Details of Application Request	
Site Area	
Net Acres	0.61

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
	House of Worship	O (Office)	O (Office)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06/060, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	26,571 SF	Y
Min. Lot Width	100 Feet	143 Feet	Y
Min. Setbacks (Accessory Structure)			
• Front	Not Allowed	N/A	N/A
• Side (North)	3 Feet	13 Feet	Y
• Side (South)	3 Feet	114 Feet	Y
• Rear	3 Feet	15 Feet	Y
Min. Distance Between Buildings	6 Feet	45 Feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Size and Coverage: (Accessory Structure) % Floor area of the principal dwelling unit	50 %	24 %	Y
Max. Rear Yard Coverage	50 %	5 %	Y
Max. Building Height	14 Feet	10 Feet	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Cahlan Drive	N/A	N/A	60	N/A

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement						
Use	***Required***			***Provided***		***Compliance***
	Parking Ratio	*Parking*		*Parking*		
		Regular	Handi-capped	Regular	Handi-capped	
Single Family, Detached	2 spaces per dwelling unit	2				
Accessory Structure (Class I)	One additional space must be provided beyond the number of spaces normally required	1				
TOTAL SPACES REQUIRED		3		3		Y

ANALYSIS

The structure has been on the site since 1966 and was constructed as a shop and storage building. The applicant indicates that the structure is to be used as a pool house and guest quarters, and will contain a kitchen. The lot size has adequate parking for the main structure, as well as a space depicted to accommodate a vehicle near the Accessory Structure. As the proposed changes to the structure are in compliance with Title 19 standards and will have no impact on adjacent properties, staff recommends approval.

FINDINGS (SUP-42639)

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 existing Accessory Structure (Class II) has been on the property since 1966, and continues to be harmonious and compatible with the subject property and the surrounding properties. The change in use to an Accessory Structure (Class I) will not alter the character of the structure. There will be no negative impacts to the surrounding area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is large enough to easily accommodate the existing accessory structure and the proposed change to an Accessory Structure (Class I). The subject site is physically suitable for the type and intensity of the proposed Accessory Structure (Class I).

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site is accessed by Cahlan Road, which is of sufficient size to accommodate the needs of the proposed Accessory Structure (Class I) use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit is consistent with the General Plan and will not compromise the public health, safety, or welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   All Title 19.12 requirements for an Accessory Structure (Class I) are satisfied by this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 157 (By City Clerk)

APPROVALS 3

PROTESTS 2

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42639** APN: 16205512019

Name of Property Owner: Christopher S. Allen

Name of Applicant: Christopher S. Allen

Name of Representative: Michael C. Swift

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: Christopher S. Allen

State of: NEVADA County of: CLARK

Subscribed and sworn before me

This 15th day of July, 2011

Kathryn A. Shortledge

Notary Public in and for said County and State

KATHRYN A. SHORTLEDGE
Notary Public State of Nevada
No. 05-104367-1
My Appt. Exp. May 24, 2014

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JUN 26 2011
City of Las Vegs
Department of Planning

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for existing residential shop convert to accessory

Project Address (Location) 1125 Cahlan dr. Las Vegas, Nevada 89102

Project Name Christopher Allen Residence - Pool Casita **Proposed Use** existing no change

Assessor's Parcel #(s) 162-05-512-019 **Ward #** 1

General Plan: existing x proposed ____ **Zoning:** existing x proposed ____

Commercial Square Footage 640 s.f. **Floor Area Ratio** ____

Gross Acres .5 **Lots/Units** 1 **Density** ____

Additional Information exiting residential 640 s.f. shop converted to Casita

PROPERTY OWNER Christopher S. Allen **Contact** Christopher S. Allen

Address 1125 Cahlan dr. **Phone:** 702525544 **Fax:** ____

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address christopher@hkmproductions.com

APPLICANT Christopher Allen **Contact** Christopher S. Allen

Address 1125 Cahlan dr. **Phone:** 702525544 **Fax:** ____

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address christopher@hkmproductions.com

REPRESENTATIVE Michael C. Swift **Contact** Mike Swift

Address 2806 Paradise Isle Ave **Phone:** (702) 285-9269 **Fax:** ____

City N. Las Vegas **State** Nevada **Zip** 89031

E-mail Address mswift4@cox.net

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 Christopher S. Allen

State of: NEVADA County of: CLARK

Subscribed and sworn before me

This 15th day of July, 20 11.

Kathryn A. Shortledge

Notary Public in and for said County and State

KATHRYN A. SHORTLEDGE
Notary Public State of Nevada
No. 06-104367-1
My Appt. Exp. May 24, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP - 42639
Meeting Date:	9/13/11 PC
Total Fee:	$ 2,230
Date Received:*	7/26/11
Received By:	

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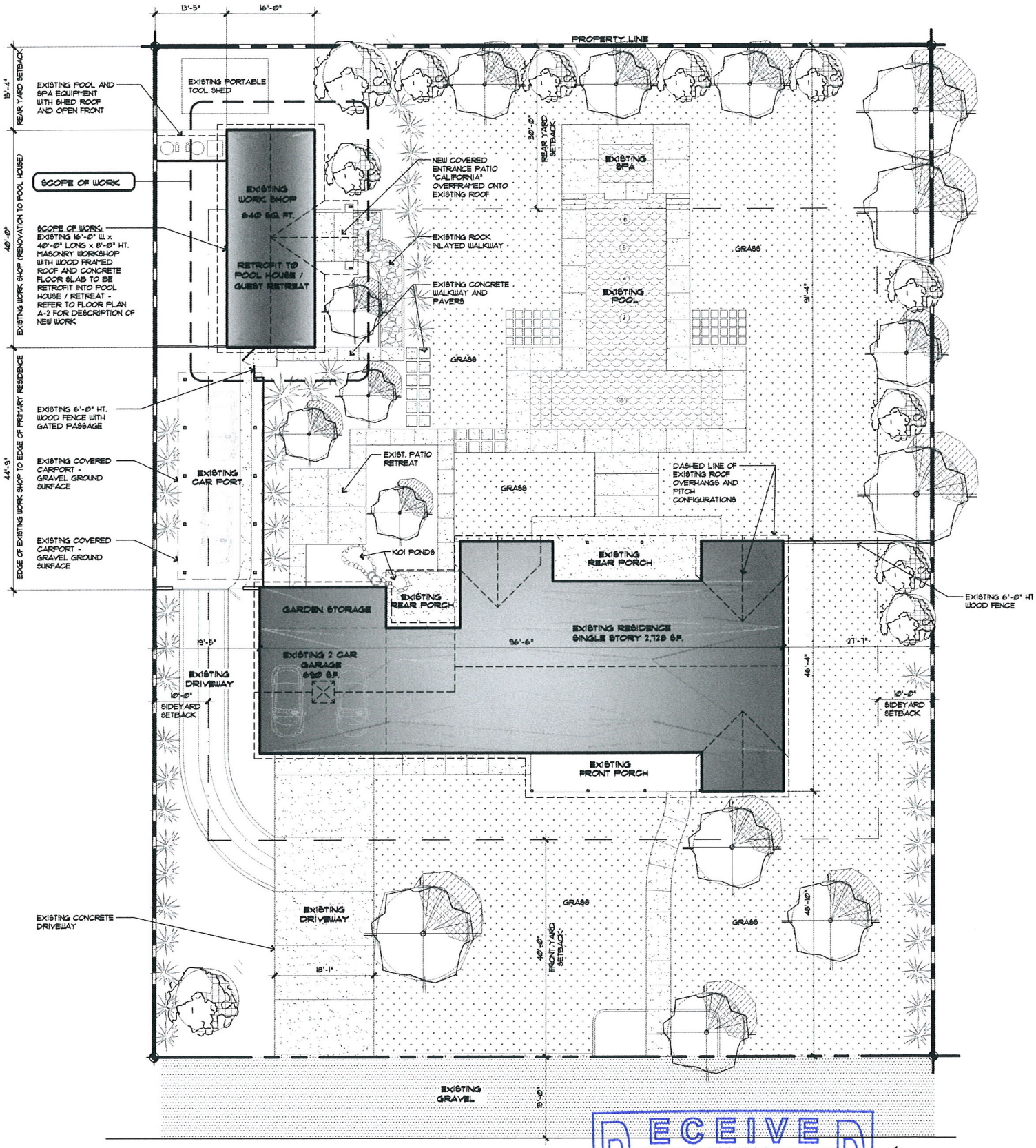
City of Las Vegas
Department of Planning

*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



EXISTING SITE PLAN

SCALE: 1"=10'-0"

SUP-42639

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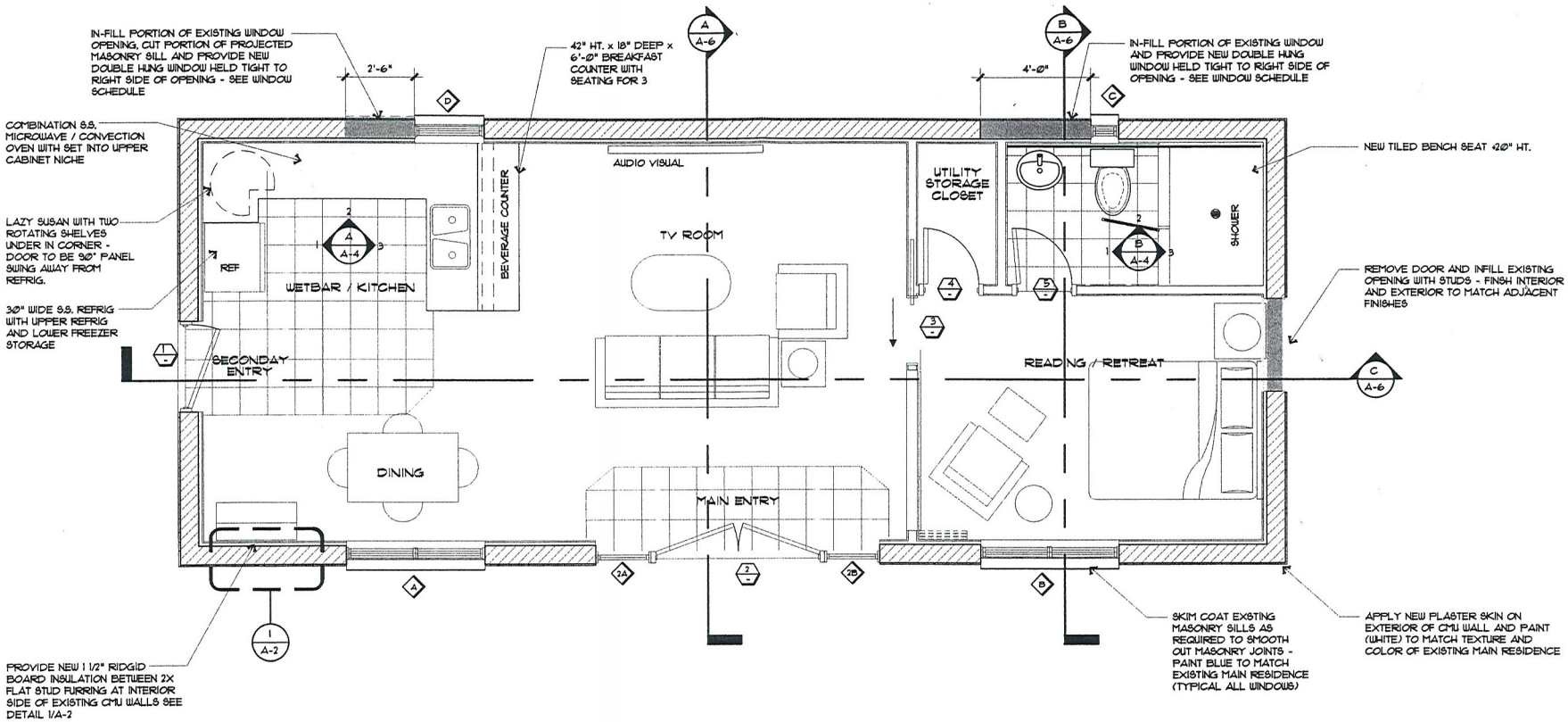
City of Las Vegas
Department of Planning



CASITA FLOOR PLAN - INFORMATIONAL

SCALE: 1/4"=1'-0"

NORTH

SPECIAL USE PERMIT 7/26/11

SHEET	DRAWN	CHECKED	DATE	SCALE	PROJECT NO.
A-3 OF -	M.C.S.	C.S.A.	07-26-11	AS NOTED	

SHEET TITLE: FLOOR PLAN - INFORMAITONAL

ADDITION TO EXISTING RESENCE FOR:

CHRISTOPHER S. ALLEN

1125 CAHLAN DRIVE

LAS VEGAS, NV. 89102 PH# 702-869-2885

CHRISOTPHER S. ALLEN

PH: (702) -869-2885

1125 CAHLN DRIVE LAS VEGAS, NV. 89102

REVISIONS	BY

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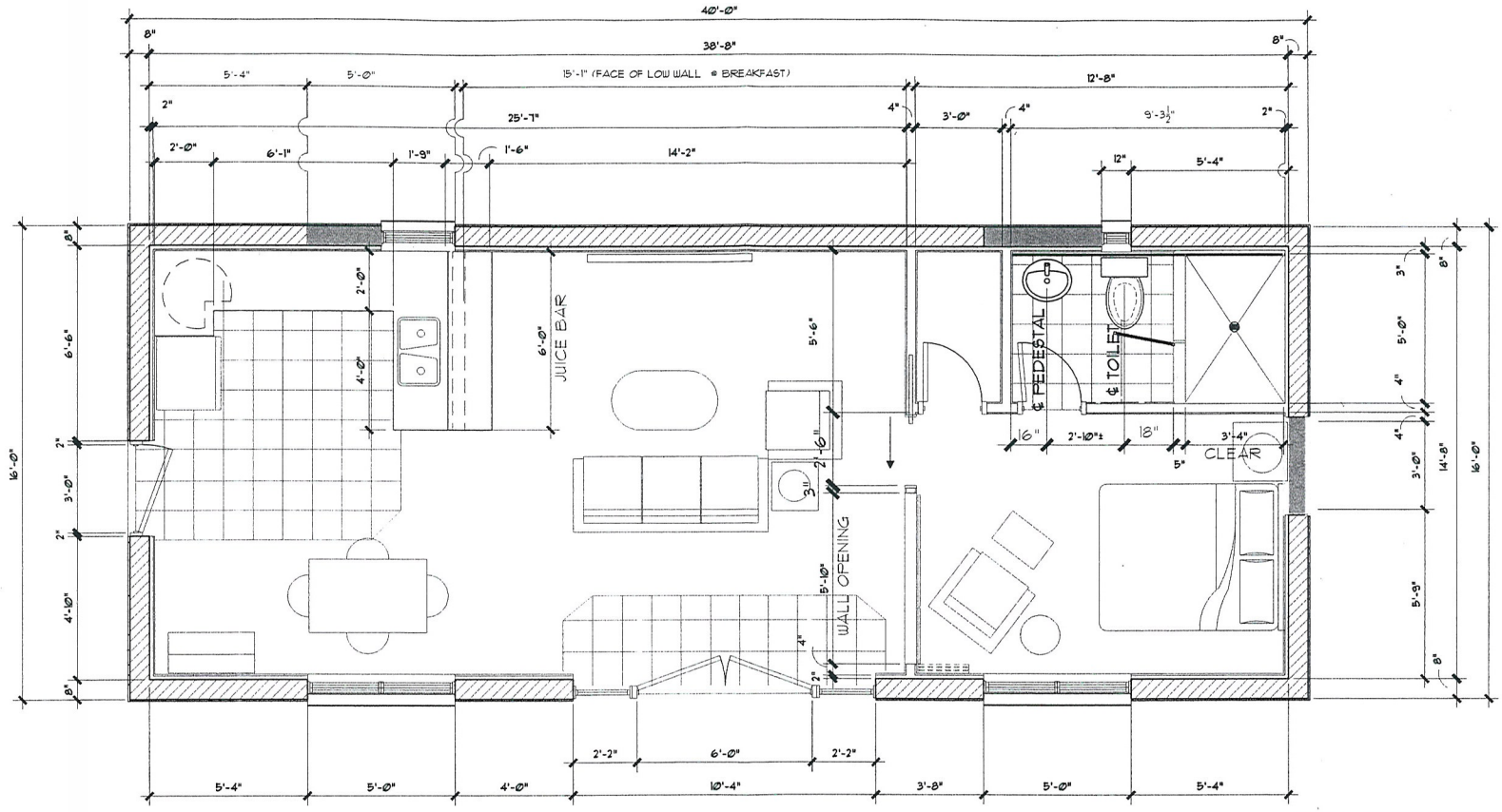
JUN 26 2011

City of Las Vegs
Department of Planning

SUP-42639



DIMENSION NOTE: ALL DIMENSIONS ARE TO FACE OF MASONRY OR FACE OF STUD UNLESS OTHERWISE NOTED

CASITA FLOOR PLAN - DIMENSIONAL

SCALE: 1/4"=1'-0"

NORTH

SPECIAL USE PERMIT 7/26/11

SHEET **A-2** OF -

DRAWN M.C.S.
CHECKED C.S.A.
DATE 07-26-11
SCALE AS NOTED
PROJECT NO.

SHEET TITLE: FLOOR PLAN - DIMENSIONAL

ADDITION TO EXISTING RESENCE FOR:
CHRISTOPHER S. ALLEN
1125 CAHLAN DRIVE
LAS VEGAS, NV. 89102 PH# 702-869-2885

CHRISOTPHER S. ALLEN
PH: (702) -869-2885
1125 CAHLN DRIVE LAS VEGAS, NV. 89102

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SUP-42639
City of Las Vegs
Department of Planning



EXISTING STORAGE SHED BLOCKS MOST OF CASITA VIEW

PHOTO ELEVATION - EAST



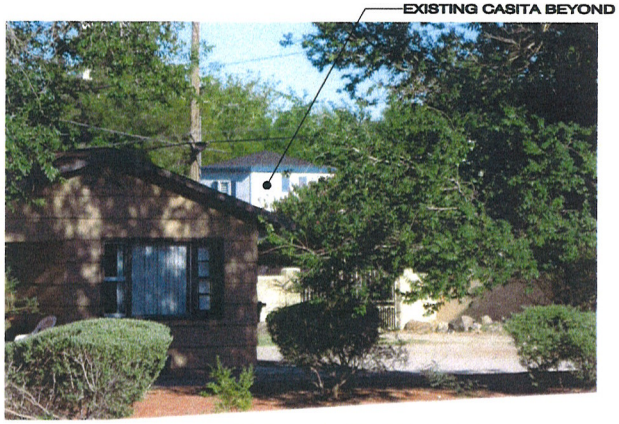
PHOTO FROM PARKING LOT OF EXISTING CHURCH TO THE NORTH

PHOTO ELEVATION - NORTH EAST



PHOTO FROM PARKING LOT OF EXISTING CHURCH TO THE NORTH

PHOTO ELEVATION - NORTH



FROM CAHLAN STREET ONLY THE TOP OF THE CASITA IS VISIBLE THRU THE TREES AND BEYOND THE NORTH NEIGHBORS HOUSE

PHOTO ELEVATION - WEST



THIS VIEW IS OF THE FRONT ENTRANCE OF THE CASITA AS SEEN FROM THE BACK YARD WHERE THIS EXISITNG STRUCTURE IS LOCATED

PHOTO ELEVATION - SOUTH



THIS VIEW IS AND OVERALL SOUTH IMAGE OF THE CASITA AS SEEN FROM THE BACK YARD WHERE THIS EXISITNG STRUCTURE IS LOCATED

PHOTO ELEVATION - SOUTH

SPECIAL USE PERMIT 7/26/11

SHEET
A-4
OF -

DRAWN M.C.S.
CHECKED C.S.A.
DATE 07-26-11
SCALE AS NOTED
PROJECT NO.

SHEET TITLE: PHOTO ELEVATIONS

ADDITION TO EXISTING RESENCE FOR:
CHRISTOPHER S. ALLEN
1125 CAHLAN DRIVE
LAS VEGAS, NV. 89102 PH# 702-869-2885

CHRISOTPHER S. ALLEN
PH: (702) -869-2885
1125 CAHLN DRIVE
SUP-42639
LAS VEGAS, NV. 89102

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Department of Planning

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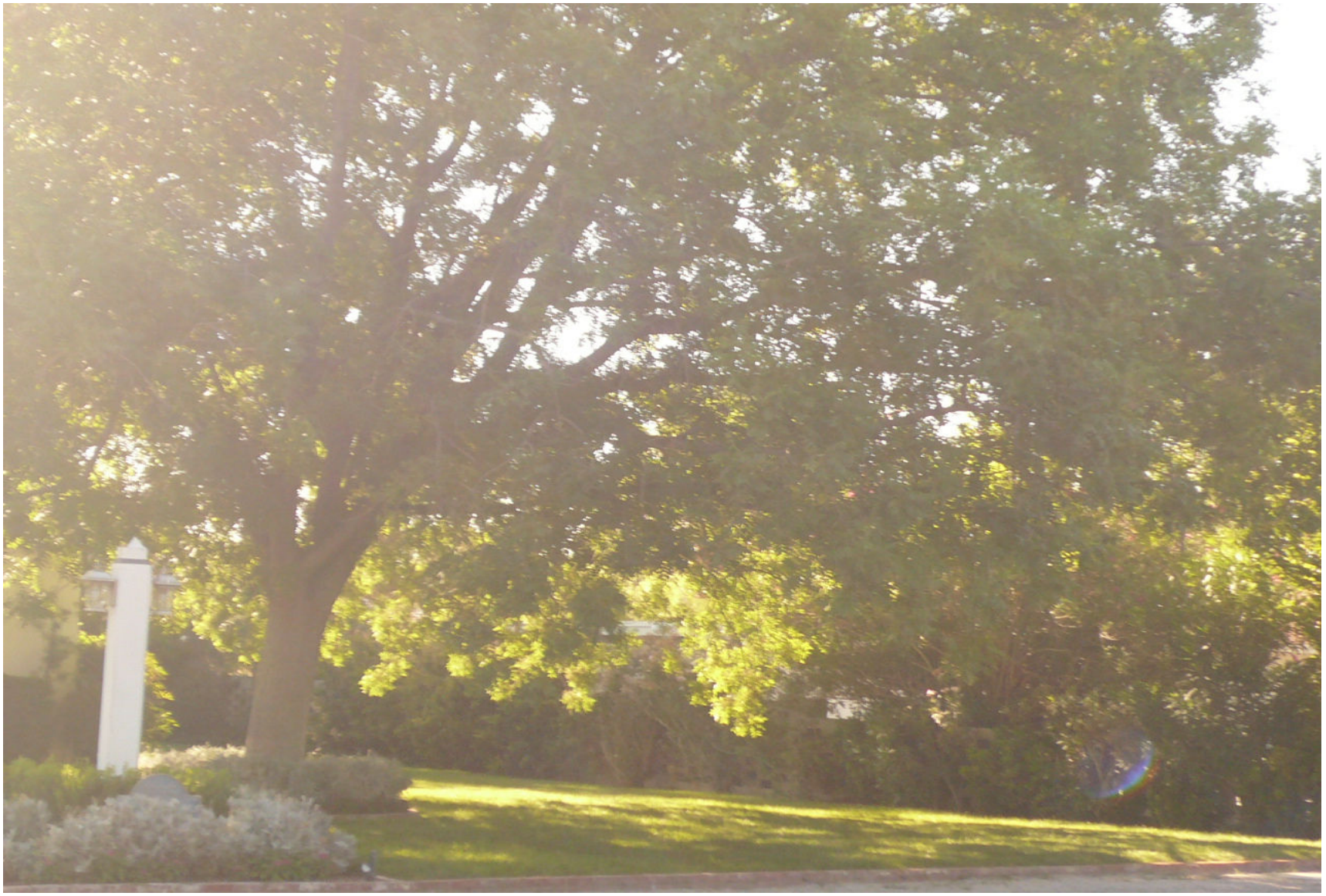
SUP-42639 - APPLICANT/OWNER: CHRISTOPHER S. ALLEN -
1125 CAHLAN DRIVE

08/04/11



SUP-42639 - APPLICANT/OWNER: CHRISTOPHER S. ALLEN -
1125 CAHLAN DRIVE

08/04/11



SUP-42639 - APPLICANT/OWNER: CHRISTOPHER S. ALLEN -
1125 CAHLAN DRIVE

08/04/11

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

January 5, 2009

Mr. Christopher Allen
1125 Cahlan Drive
Las Vegas, Nevada 89102

RE: SUP-30239 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF DECEMBER 3, 2008

Dear Mr. Allen:

The City Council at a regular meeting held December 3, 2008 APPROVED the request for a Special Use Permit FOR AN EXISTING 640 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) WITH KITCHEN at 1125 Cahlan Drive (APN 162-05-512-019), R-E (Residence Estates) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 4, 2008. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.050 for Accessory Structure (Class I) use, if approved.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The approval is pursuant to the revised plan date stamped 11/26/2008.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk
Department

M. Margo Wheeler, AICP
Director
Planning and Development

cc: Mr. Michael Swift
2806 Paradise Isle Avenue
North Las Vegas, Nevada 89031



To: City of Las Vegas
Department of Planning
333 N. Rancho dr.
Las Vegas, Nevada 89106

Project owner: Christopher S. Allen
1125 Cahlan Dr.
Las Vegas, 89102

Letter of Justification:

Re: A proposed Request for Special Use Permit to retrofit existing non-habitable accessory structure to habitable accessory class 1 structure.

Parcel Number: 16205512019
Zoning: R-E Residence Estate
Use: R1 Single Family residence

Description of existing conditions:

The existing non-habitable accessory structure was originally permitted and constructed in 1966 according to information obtained from Clark County Assessor building survey. Permit number 35459 dated 11-9-66 and designated as storage +Shop. The building is constructed from concrete masonry units to a plate height of 8'-0" with a wood framed roof to a peak height of approx 11'-9". The building outside perimeter dimensions is 16'-0" X 40'-0" for a total exterior foot print of 640 square feet.

Description of proposed Special Use: Intended use

The owner wishes apply for a special use permit in order to retrofit this building as a "Habitable Accessory Structure" in accordance to the City of Las Vegas ordinance#5825 and Title 19.08. The primary use of this structure shall serve as a pool house for entertainment and leisure and occasionally as a guest retreat on his existing residential estate.

Information:

This project shall not participate in the City of Las Vegas Green Building program.
This project is already constructed and does not follow the LEED or equivalent standards.
This project does not utilize alternative energy sources or water savings measures.
There is no connectivity to adjacent parcels.

SUP-42639
REVISED

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AUG 22 2011

General Plan amendments:

The density and intensity of the proposed general plan amendment is compatible with the existing adjacent land use designations.
The zoning designations allowed by the proposed amendments will be compatible with the existing adjacent land use or zoning districts.
There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed general plan designation; and the proposed amendment conforms to other applicable adopted plans and policies.

Summery of Justification:

The owner can demonstrate that the proposed use of this accessory structure can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses, and with future surrounding land uses as projected by the general plan. The subject site is physically suitable for the type and intensity of land use being proposed. Street facilities providing access to the property are adequate in size to meet the requirements of the proposed use; and approval of the Special Use Permit at the site in question will not be inconsistent with or compromise public health, safety and welfare or the overall objectives of the General Plan.

Sincerely
On Behalf of the Owner

Michael C Swift

Michael C. Swift
2806 Paradise Isle Ave.
N. Las Vegas, Nevada 89031
702-493-8976

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AUG 22 2011
SUP-42639
REVISED

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-42639 – APPLICANT/OWNER: CHRISTOPHER S. ALLEN**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 13, 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 ***SEPTEMBER 12, 2011***.

Signature

9/7/11
Date

CHRISTOPHER ALLEN
Please Print Name

HOMEOWNER
Company Name

Sincerely,

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SEP - 7 2011

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

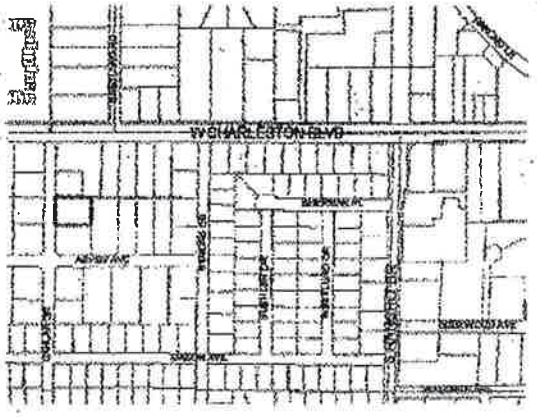
10

Application Information

SUP-42639 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: CHRISTOPHER S. ALLEN - For possible action on a request for a Special Use Permit TO CONVERT AN EXISTING 640 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) INTO AN ACCESSORY STRUCTURE (CLASS I) WITH KITCHEN at 1125 Cahlan Drive (APN 162-05-512-019), R-E (Residence Estates) Zone, Ward 1 (Tarkanian).

MRS. TARKANIAN (WARD 1 COMM.)
I OPPOSE MY NEIGHBORS APP. FOR A PERMIT TO ADD A KITCHEN TO HIS "GUEST HOUSE" ON HIS PROP. CHRIS HAS TOLD ME HE & HIS WIFE HAVE RENTAL PROP. IN THE NEIGHBORHOOD & THAT THEY HAVE A SINGLE GIRL RENTING IN THEIR HOUSE (1125 CAHLAN)
I HAVE SOME CONCERNS FOR FUTURE USAGE ON THIS PROP. BEING PERMITTED TO CHANGE USAGE! THX.!

Application Location



The proposed project may not pertain to the entire highlighted project site.

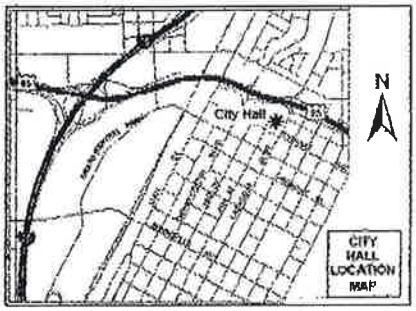
Public Hearing Information

Meeting:	Planning Commission
Date:	***September 13, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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-42639
Planning Commission Meeting of 9/13/2011

PRESORTED FIRST CLASS

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42639
16205512017
CAVARETTA JOSEPH & GILDA D
1127 CAHLAN DR
LAS VEGAS NV 89102-2113 89102-2113

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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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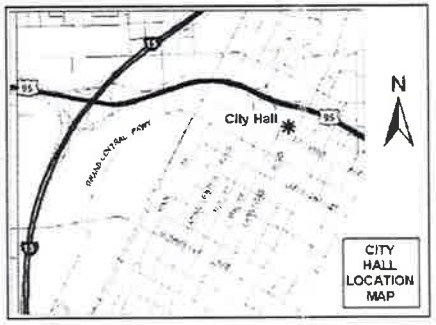

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☐ I SUPPORT this Request

☒ I OPPOSE this Request So do my neighbors.

Please use available blank space on card for your comments.

SUP-42639

Planning Commission Meeting of 9/13/2011

Case: SUP-42639
16205512015
YAKOUBOFF BIJAN TRUST
YAKOUBOFF BIJAN TRS
2706 ASHBY AVE
LAS VEGAS NV 89102-2135 89102-213⁴

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IDP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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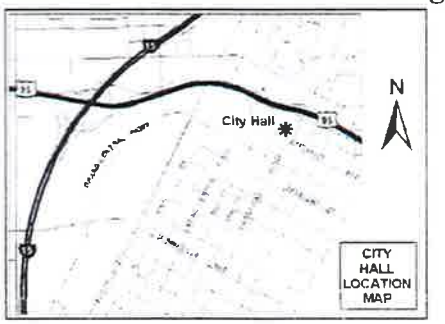

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42639
Planning Commission Meeting of 9/13/2011

Case: SUP-42639
13932801009
LOX OF BAGELS CORPORATION
11801 PRESTWICK RD
POTOMAC MD 20854-3631 20854-3631

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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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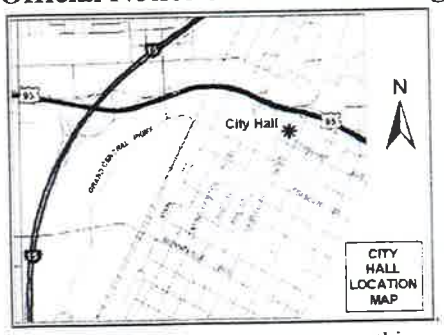

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42639
Planning Commission Meeting of 9/13/2011

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Case: SUP-42639
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NEWBERRY DENNIS & SHIRLEY FAM TR
NEWBERRY DENNIS W & SHIRLEY TRS
1124 CAHLAN DR
LAS VEGAS NV 89102-2114 89102-2114

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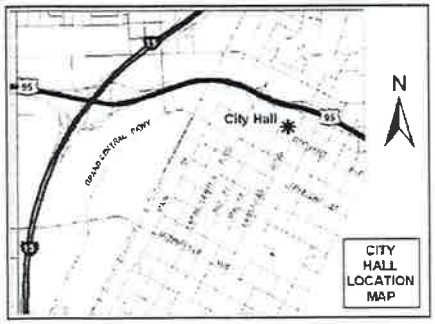
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request O.K. ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42639

Planning Commission Meeting of 9/13/2011

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PLANNING & DEVELOPMENT

Case: SUP-42639
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PORTER TAD & MARY ANNE TRUST
PORTER MARY ANNE TRS
2601 ASHBY AVE
LAS VEGAS NV 89102-2101 89102-2101

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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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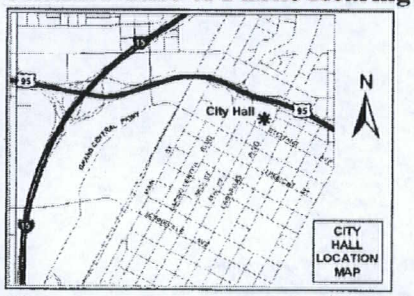

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42639

Planning Commission Meeting of 9/13/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42639

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REZA JAMES P & STACI D
1201 STRONG DR
LAS VEGAS NV 89102-2100 89102-2100

92 HRDFN11 89102

09/14/2011 11:23 17022569588 CDC INC PAGE 01/02

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

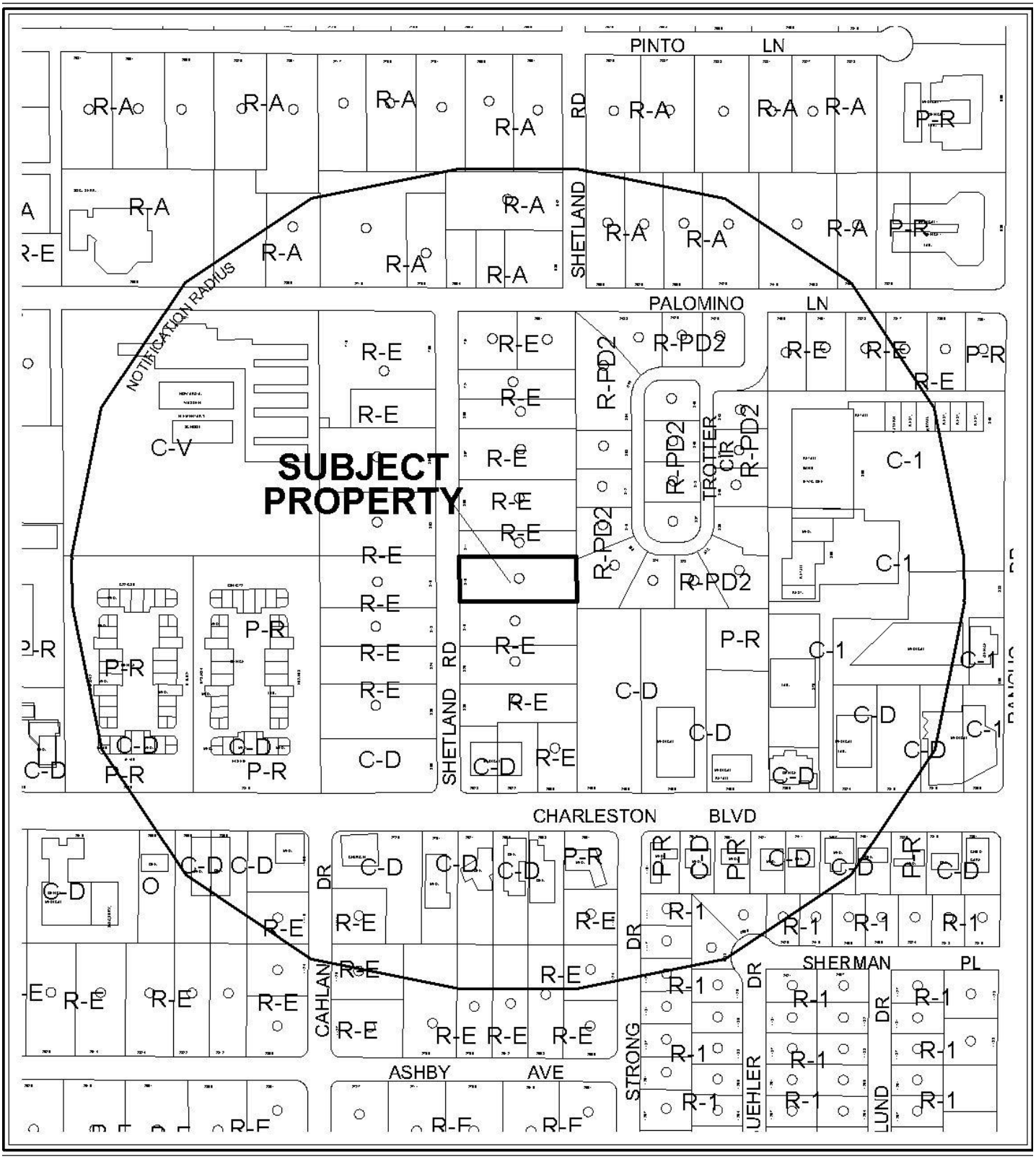
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**7**
City Council Meeting	**4**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards and Protest Letter – August 17, 2011 City Council Meeting
7. Backup referenced from the July 12, 2011 Planning Commission Meeting Item – VAR-41903



CASE: **VAR-41903**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)



0 300 600 Feet

CASE: **VAR-41903**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JJM PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-41903	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

VAR-41903 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety. The carport structure shall be fire resistance rated as needed to comply with all requirements of the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. Contact the Southern Nevada Health District (SNHD), Environmental Health Division, to obtain written approval showing compliance with a temporary permit for an individual sewage disposal system (ISDS or septic tank system), prior to the issuance of any building permits. Alternatively, connect to public sewer and abandon the ISDS according to SNHD regulations.

Staff Report Page One
October 19, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Variance to allow a two-foot side yard setback where 15 feet is required for a proposed 500 square-foot carport at 815 Shetland Road. An existing ranch style single family dwelling currently exists on site and the carport is proposed to be attached to the north side of the dwelling. Staff recommends denial, as no characteristic of the property prevents the carport from being designed to meet Title 19 standards. If this request is denied, the carport will not be permitted to be built within the required side yard setback.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/19/02	The City Council approved the request for a General Plan Amendment (GPA-0047-01) from SC (Service Commercial) to O (Office); from R (Rural Density Residential) to DR (Desert Rural Density Residential); from O (Office) to DR (Desert Rural Density Residential) and from L (Low Density Residential) to DR (Desert Rural Density Residential) in accordance with the recommendations of the Rancho Charleston Land Use Study and Strategy Plan as part of a larger request in the general vicinity of the Charleston Boulevard and Rancho Drive intersection. The Planning Commission recommended denial and the Planning Department staff recommended approval.
07/12/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 41/rg).
08/17/11	The City Council voted to hold this item in abeyance to the September 21, 2011 City Council meeting.
09/21/11	The City Council voted to hold this item in abeyance to the October 19, 2011 City Council meeting.

Most Recent Change of Ownership	
12/29/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1953	The existing single family dwelling was constructed.
03/08/11	A Code Enforcement case (#98748) was processed due to major construction without permits at 815 Shetland Road. The Code Enforcement case was resolved on 03/23/11.
03/17/11	A building permit (#183691) was issued for a Patio Cover at 815 Shetland Road. The permit has been finalized on 05/25/11. The proposed carport was not part of this building permit.

RG

Pre-Application Meeting	
05/11/11	A pre-application meeting was held with the applicant, where elements of submitting a Variance for the side yard setback for a proposed carport were discussed. The topics included: • The required side yard setback is 15 feet for a proposed carport in the R-E (Residence Estates) District.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/06/11	A site visit by staff noted that the subject site is a well maintained single family dwelling. Staff was able to observe a portion of a carport constructed, with some supporting posts erected within two feet from the property line.

Details of Application Request	
Site Area	
Net Acres	0.80

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units Per Acre)
West	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175-feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Carport Min. Setbacks			
• Side	15 Feet	2 Feet	N
• Rear	15 Feet	185 Feet	Y
Max. Building Height	13.5 Feet	11 Feet	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Shetland Road	N/A	N/A	60	N/A

ANALYSIS

The subject property is located within the Airport Overlay District with a 175-foot height restriction. The height of the proposed carport is measured to the midpoint of a gabled roof at 11.5 feet. With the roof line this height is less than the existing dwelling; therefore, the proposed height will not exceed the allowed height. The property is located within the Rural Preservation Overlay District. The intent of the RPOD is to ensure that the rural character of each rural preservation neighborhood is preserved.

The proposed 14-foot by 40-foot carport will be attached on to the north side of the existing single family dwelling. The carport is classified as a Patio Cover per Title 19.06.060, and may encroach to within 15 feet from the rear and side property lines. The setback shall be measured from the supporting post; however, the patio cover may overhang two feet beyond the post/supporting column. The carport supporting post is within two feet of the property line and no overhang is indicated on the elevation plan. The proposed carport is not in compliance with

the requirements of Title 19.06. The submitted elevation did not satisfy whether the carport structure has the fire resistance rating as required by the Department of Building and Safety for a structure that is less than five feet from the property line. Therefore, a condition of approval has been added that the carport structure shall be fire resistance rated as needed to comply with all requirements of the Department of Building and Safety. If this request is approved, building permits for the proposed carport must be obtained from Building and Safety Department.

As there is no hardship associated with the physical characteristics of the site, failure to meet code requirements with regard to the proposed carport is self-imposed and staff cannot recommend approval.

FINDINGS (VAR-41903)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing a carport that has a setback of two feet from the property line on a standard rectilinear lot. The alternative is to relocate the proposed carport away from the north side of the property to another location within the subject site that would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 108 (By City Clerk)

APPROVALS 8

PROTESTS 7

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-41903** APN: 139-32-802-016

Name of Property Owner: John Momot / JSM Properties LLC

Name of Applicant: John Momot

Name of Representative: Joseph Momot

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: John J. Momot

Subscribed and sworn before me

This 17th day of May, 2011

_____

Notary Public in and for said County and State

EVA G. ROMERO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-20-2015
Certificate No: 03-80482-1

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MAY 25 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance - for PROPOSED CarPORT

Project Address (Location) 815 Shetland Road

Project Name variance for a carport **Proposed Use**

Assessor's Parcel #(s) 139-32-802-014 **Ward #**

General Plan: existing DR proposed NA **Zoning:** existing R-E proposed NA

Commercial Square Footage **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information

PROPERTY OWNER John Momot/JSM Properties **Contact** Joseph Momot

Address 815 Shetland Road **Phone:** 702-498-1247 **Fax:** 702 385-2491

City Las Vegas **State** NV **Zip** 89107

E-mail Address JMOMOT@embarqmail.com

APPLICANT John Momot **Contact** Joseph Momot

Address 704 Kenny way **Phone:** 702-385-7170 **Fax:** 702-385-2491

City Las Vegas, NV **State** NV **Zip** 89107

E-mail Address

REPRESENTATIVE Joseph Momot **Contact**

Address 815 Shetland RD **Phone:** 702-498-1247 **Fax:** 702 385 2491

City Las Vegas **State** NV **Zip** 89107

E-mail Address

Property Owner Signature* John Momot

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John J. Momot

Subscribed and sworn before me

This 17th day of May, 2011.

Notary Public in and for said County and State

EVA G. ROMERO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires 3-20-2015
Certificate No: 03-80482-1

FOR DEPARTMENT USE ONLY

Case #	VAR - 41903
Meeting Date:	7-12-11 PC
Total Fee:	$830.00
Date Accepted:	5-25-11
Accepted By:	

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MAY 25 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

General Notes

1. These Drawings and copies thereof are legal instruments of service for the use of the owner and authorized agents, on the designated property only.

2. Each trade shall be reponsible for knowledge of relative information contained in these documents and the conditions under which he will be expected to perform.

3. The general contractor and sub-contractors shall carefully and thoroughly examine the project site, field verify all conditions, grades, elevations and dimensions of the various features of the project site and shall compare the drawings with the existing site conditions. Discrepancies shall be reported immediately to the Residential Designer in writing, before beginning work.

4. The general contractor and sub-contractors shall carefully and thoroughly examine and familiarize themselves with all elements and conditions in the contract drawings and specifications. The general contractor and sub-contractor shall verify all dimensions on the drawings. Any discrepancies and/or conditions needing clarification shall be reported immediately to the Residential Designer, in writing, before beginning work.

5. All construction, fabrication and installations shall conform to the latest adopted edition of the I.B.C., I.R.C., U.M.C., U.P.C., N.E.C. & any federal, state and local codes, regulations and ordinances of the governing agency having jurisdiction over the project. Such applicable codes, etc. are those which are in effect at the time the permit application for the project is recorded.

6. Each sub-contractor is considered a specialist in his respective field/ trade and shall notify the general contractor and the Residential Designer, in writing, of any work called out on the drawings or in the specifications which cannot be fully guaranteed or constructed as designed and/or detailed.

7. Due to reprographic processes, these plans may not be accurate to scale. All dimensions shall take precedence over scale shown and in no case shall working dimensions be scaled from plans, sections, elevations or details.

8. The structural, mechanical, plumbing, and electrical drawings are supplementary to the architectural drawings. Should there be any discrepancy between the various drawings, it shall be brought to the Residential Designer's attention for clarification.

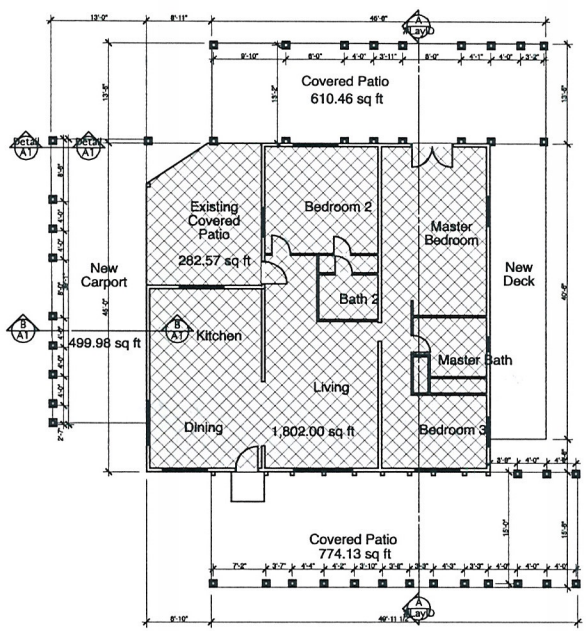
9. The contractor shall coordinate with the owner's representative for installation of special manufacturing equipment not shown in these drawings. The contractor shall verify equipment locations with the owner's representative and/or equipment manufacturer prior to forming the slab, for proper size and location of foundation depressions, drains, and warps.

10. Unless otherwise noted, manufacturer's items shall be provided. Contractor shall verify any substitutions with the owner and Residential Designer prior to bid and/or installation.

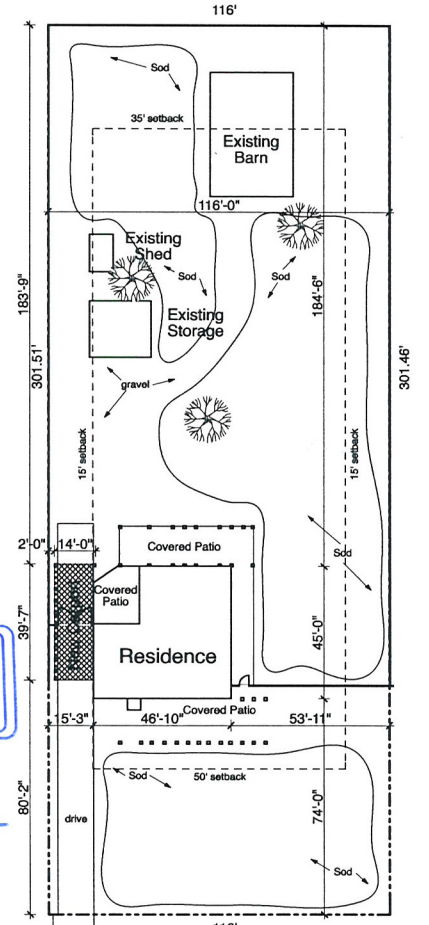
11. Where constuction details are not shown or noted for any part of the work, details shall be the same as for other similar first class work for the trade involved. The Residential Designer shall be notified immediately, in writing, of any alternate non-standard or untested method(s) proposed.

12. All existing utilities or structures are indicated on these plans based on information of record. The contractor shall take precautionary measures to protect the utility lines not of record or not shown on these plans. The contractor shall be responsible for any and all damages which occur due to his failure to locate and protect any and all underground utilities.

13. The general contractor and all sub-contractors shall be responsible for the enforcement of all requirements and regulations and shall perform all work on this project in compliance with the State of Nevada Occupational Safety and Health Act.



1 Floor Plan 1/8" = 1'-0"



1 First Floor Plan 1" = 20'

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JUN 20 2011

Carport Addition

Applicable Codes

These drawings represent the intended design of the Residential Designer, the Engineer(s), and other consultants who have affixed their seal(s) and signatures. The Residential Designer, the Engineer(s),and other consultants will not assume responsibility for any changes in the form of additions, modifications, or other departure from the design, details, materials, and methods expressed in these drawings, unless those changes are approved and bear the valid professional seal(s) and signature(s) of the Residential Designer, and the appropriate Engineer(s) or other consultants.

All buildings and building elements shall be constructed in accordance with the 2006 International Residential Code (IRC). 2006 International Building Code. (IBC)

Power and electrical systems and installations shall conform to the 2005 National Electric Code (NEC)

All new heating, ventilation, and air conditioning sustems shall comply with the 2006 Uniform Mechanical Code (UMC).

Plumbing, gas lines, water piping, drains, waste lines, vent lines, sewerage and septic systems shall comply with the 2006 Uniform Plumbing Code (UPC).

Conditioned buildings shall conform with the 2006 IECC

All Southern Nevada Amendments

Project Data

Parcel Number:	139-32-802-016
Address:	815 Shetland Rd Las Vegas, NV 89107
Zoning:	RE
Construction Type: VB	VB
Square Footage: Existing Floor	1802
Existing Covered Patio	1997
New Carport	500
Total Under Roof	4269

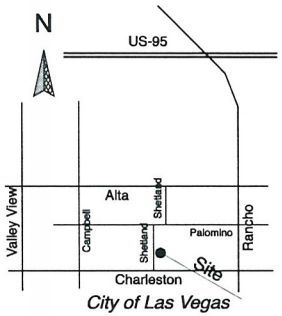
Consultants

Owner Joe Momet
815 Shetland Rd
Las Vegas, NV 89107
1
fax:
email:

Designer John C. Mackey
9524 Eagle Valley Dr
Las Vegas, NV 89134
702 845-8710
email: jmackey4@cox.net

Structural Engineer David Liu
9809 Panorama Cliff
Las Vegas, NV 89134
702 580-0966
fax 702 255-3594
email:guangxidavidliu@yahoo.com

Vicinity Map



VAR-41903
REVISED

Valley Blueprint 06/16/2011

Carport Addition
815 Shetland Rd
Las Vegas Nevada 89107

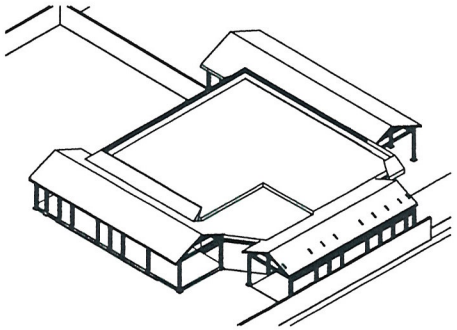
Development Plan

REV.NO	DESCRIPTION	DATE	BY

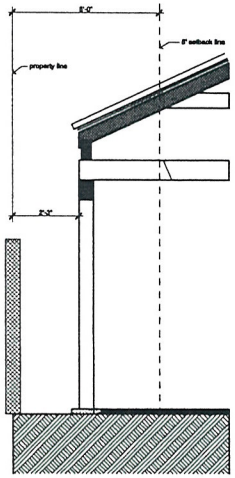
Date 6/16/11

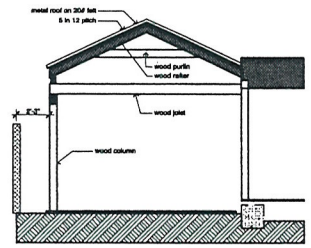
John C. Mackey
Residential Designer
Lic # 113-P
5315 N. El Capitan Way
Las Vegas, NV 89149
jmackey4@ cox.net
702.845.8710

A1



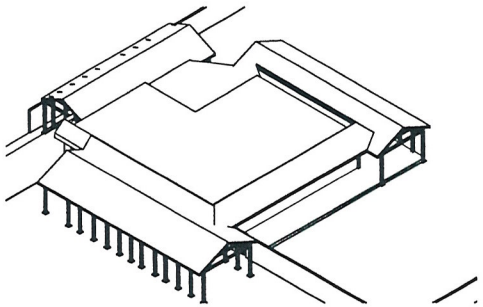
1 First Floor Plan 1/16" = 1'-0"



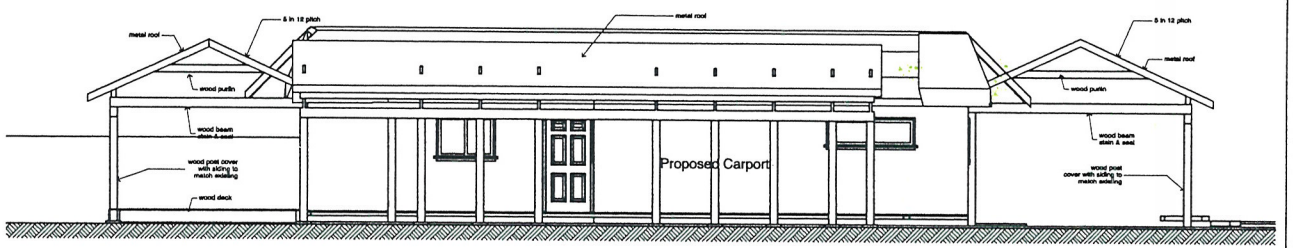


1 Section B 1/4" = 1'-0"

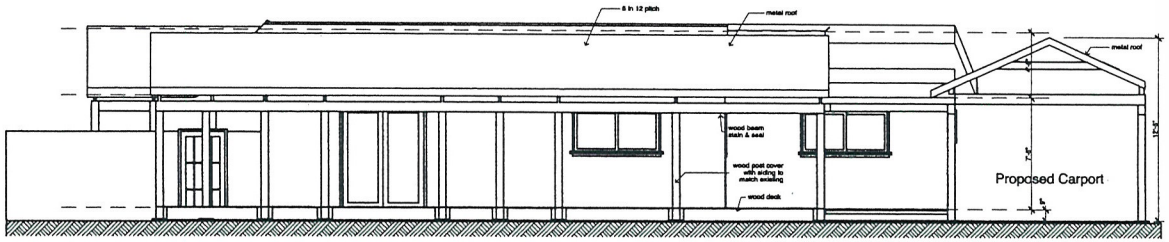
1 Wall Detail 1/2" = 1'-0"



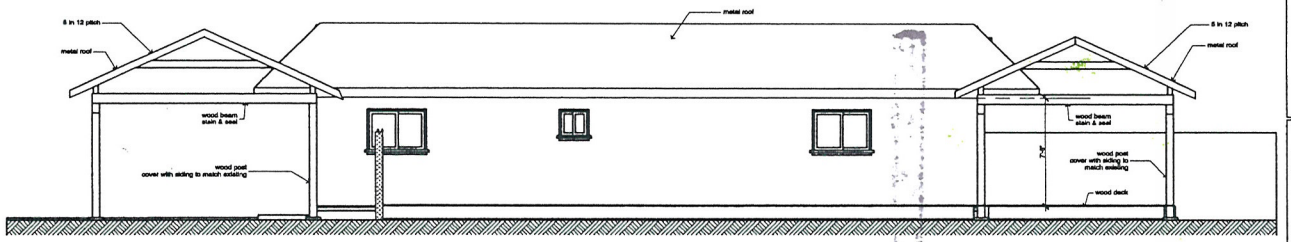
1 First Floor Plan 1/16" = 1'-0"



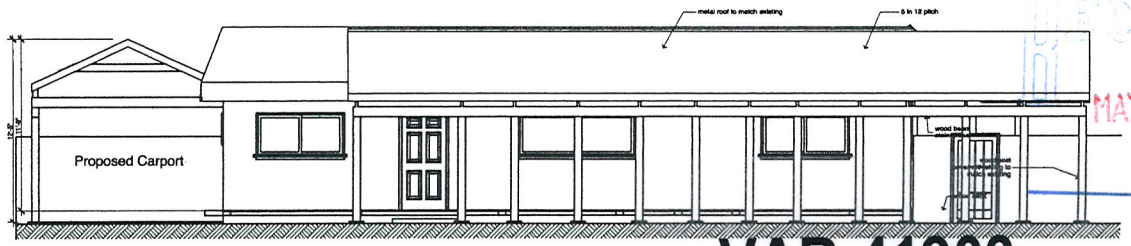
1 North Elevation 1/4" = 1'-0"



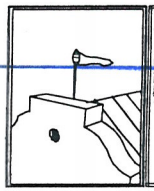
1 East Elevation 1/4" = 1'-0"



1 South Elevation 1/4" = 1'-0"



1 West (Front) Elevation 1/4" = 1'-0"



VAR-41903

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MAY 25 2011

Carport Addition
815 Shetland Rd
Las Vegas Nevada 89107

Elevations & Sections

REV.NO	DESCRIPTION	DATE	BY

Date 5/24/11

John C. Mackey
Residential Designer
Lic # 113-P
5316 N. El Capitan Way
Las Vegas, NV 89149
jmackey4@ cox.net
702.845.8710

A2

Valley Blueprint 05/24/2011



FRONT BEFORE

VAR-41903

FRONT NOW



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2011/05/05
VAR-41903



FRONT BEFORE VAR-41903


FRONT NOW
RECEIVED
MAY 25 2011
2011/05/24
VAR-41903


Back Now
2011/05/05
VAR-41903


PROPOSED CARPORT AREA
NEVADA
H6B6A6
"Desert BMW"
RECEIVED
MAY 25 2011
2011/05/05
VAR-41903



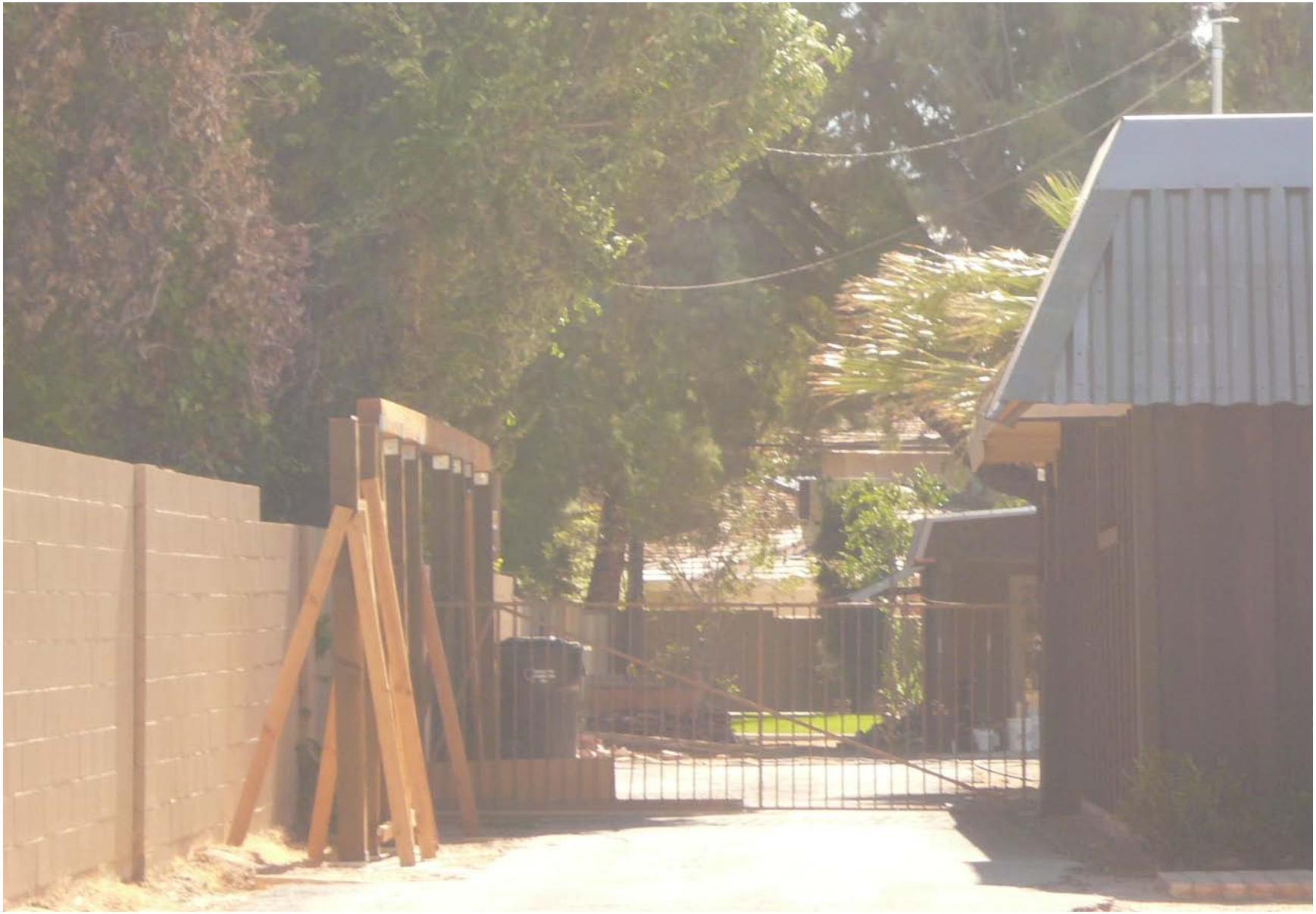
VAR-41903 - APPLICANT/OWNER: JJM PROPERTIES, LLC
815 SHETLAND ROAD

06/6/11



VAR-41903 - APPLICANT/OWNER: JJM PROPERTIES, LLC
815 SHETLAND ROAD

06/6/11



VAR-41903 - APPLICANT/OWNER: JJM PROPERTIES, LLC
815 SHETLAND ROAD

06/6/11



VAR-41903 - APPLICANT/OWNER: JJM PROPERTIES, LLC
815 SHETLAND ROAD

06/6/11

815 Shetland Road Justification Letter

To whom it may concern,

The justification for the proposed carport variance on the above mentioned property is to provide a covered parking space.

I purchased this ranch style property in a very run down condition and have since restored it (see attached before and after pictures). The existing house structure was built in the early 1950's and had no existing garage or any type of covered parking. The way the house was built along with the existing driveway and 2 main access doors logically put the place for a carport on the North side of the property. The proposed carport will provide protection for my vehicle and also improve the appearance of the property/neighborhood.

Thank you for your consideration in this matter.

Yours truly,

John J. Momot

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MAY 25 2011
VAR-41903

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279216 AUG04 2011
MAILED FROM ZIPCODE 89101

RECEIVED
AUG - 5 2011
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903
City Council Meeting of 8/17/2011

STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106-3912

APN#13932703010

LAS VEGAS NV 89106

RECEIVED
2011 AUG -8 A 7:2
CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 AUG04 2011
MAILED FROM ZIPCODE 89101

RECEIVED CITY CLERK
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Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903
City Council Meeting of 8/17/2011

PLASTER BRIAN & MARGARET FAM TR
PLASTER BRIAN R & MARGARET B TRS
801 S RANCHO DR #E4
LAS VEGAS NV 89106-3812

APN#13932703009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903
City Council Meeting of 8/17/2011

Absolutely not!

92 PROMI 89102

YAKOUBOFF BIJAN TRUST
YAKOUBOFF BIJAN TRS
2706 ASHBY AVE
LAS VEGAS NV 89102-2135

APN#16205512015

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903
City Council Meeting of 8/17/2011

LOX OF BAGELS CORPORATION
11801 PRESTWICK RD
POTOMAC MD 20854-3631

APN#13932801009

2 FRDFN11 20854

85

RECEIVED
CITY CLERK

August 14, 2011

2011 AUG 15 A 7:30

Protest

Mayor Carolyn Goodman and
Las Vegas City Councilmembers

Re: VAR-41903

Dear Members of the City Council:

First, I want to commend the owners of the property for making improvements to what was an otherwise neglected and unsightly property in our neighborhood. I believe the vast majority of residents share the same opinion.

The variance to allow a two-foot setback from the property's northern property line, however, is unacceptable for several reasons. While I am aware that some neighbors have expressed support for the variance, none of them are being impacted, as is the neighbor immediately to the north of the subject property. I am not sure if these supporters would feel the same way if the proposed structure were next door to their property. In any event, the Council should adhere to standards when there is no compelling reason to not do so. In this instance, there is plenty of room on the south side of the property to construct the carport and not require a variance. I also fear the precedent that these exceptions create. There is also a concern that structures that are allowed to be so close to a neighboring structure can have a negative fire safety implication.

Please save the granting of exceptions for more compelling justifications than simply accommodating a matter of convenience for the owner.

Sincerely,

Mario Garcia

Mario Garcia
824 Trotter Circle
Las Vegas, NV 89107

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

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JUN 30 2011
MAILED FROM ZIP CODE 89101

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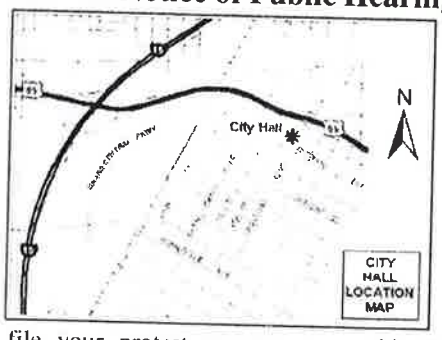
Official Notice of Public Hearing



RECEIVED
JUL - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903

Planning Commission Meeting of 7/12/2011

Case: VAR-41903

16205512015
YAKOUBOFF BIJAN TRUST
2706 ASHBY AVE
LAS VEGAS NV 89102-2135

41P

32 DRDFM11 89102

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903

Planning Commission Meeting of 7/12/2011

Case: VAR-41903

13932703010
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106-3812

RECEIVED
JUL 06 2011

41P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing



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JUL - 1 2011
FRONT DESK

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903

Planning Commission Meeting of 7/12/2011

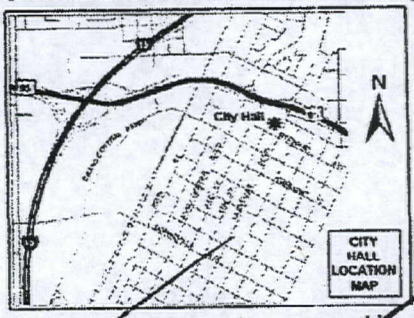
13932703009 Case: VAR-41903
PLASTER BRIAN & MARGARET FAM TR
801 S RANCHO DR #E4
LAS VEGAS NV 89106-3812

RECEIVED
JUL 06 2011

4LP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



FAX

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903
Planning Commission Meeting of 7/12/2011

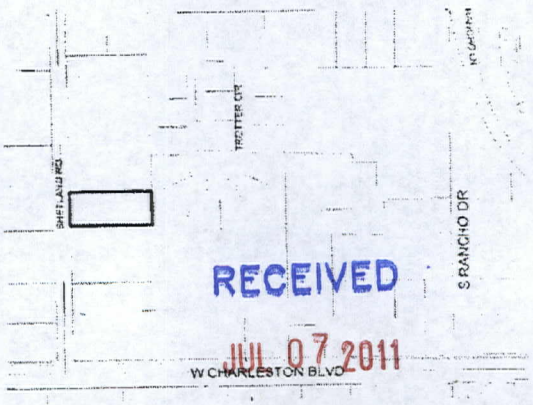
Case: VAR-41903
13932801013
810 SHETLAND L L C
3004 CAMPBELL CIR
LAS VEGAS NV 89107-3214

25 DRDFN11 89107

Application Information

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

Application Location



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JUL 07 2011

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

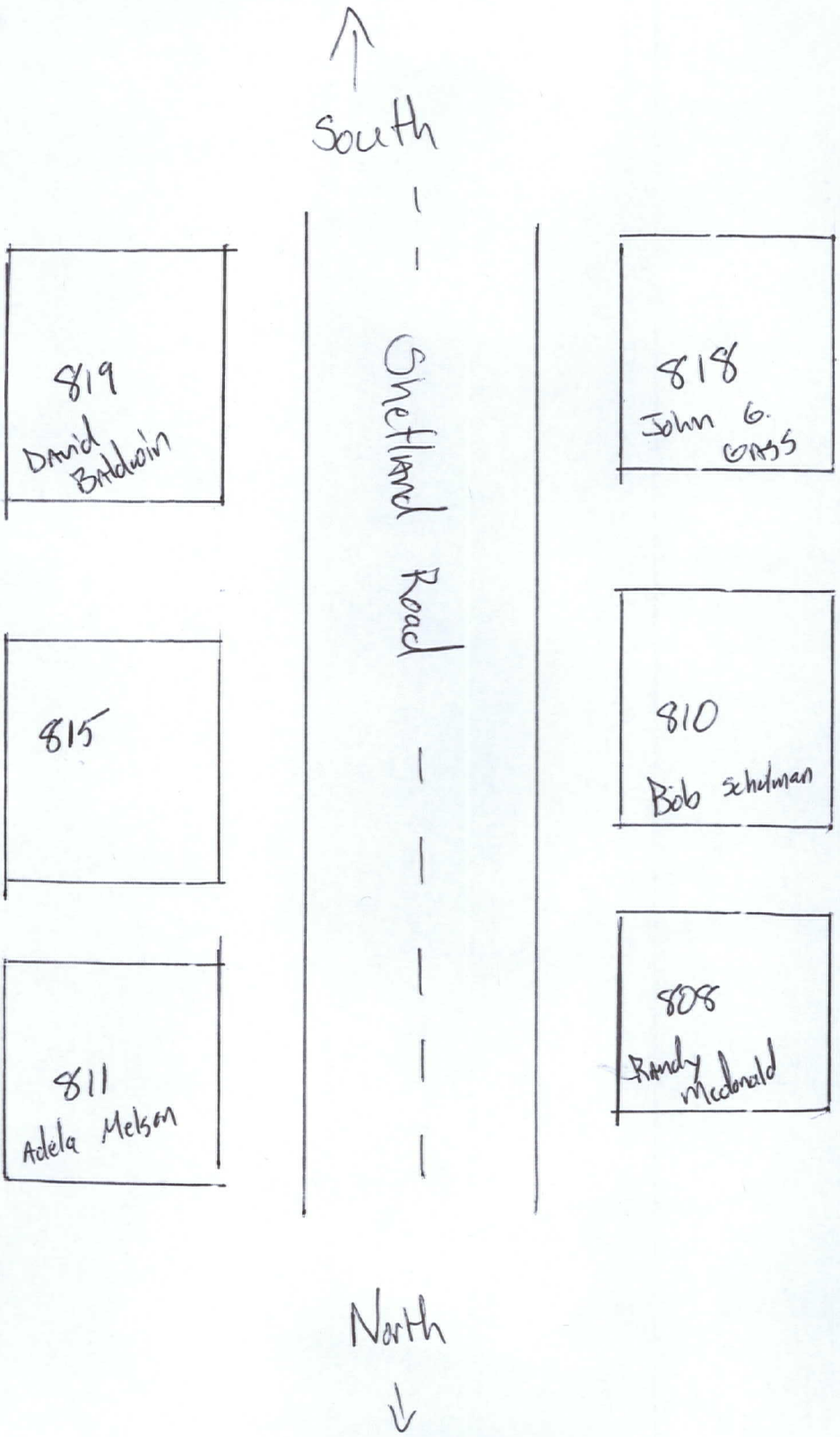
Meeting:	Planning Commission
Date:	*July 12, 2011*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

4A

SUPPORT LETTER DIAGRAM

815 SHETLAND ROAD VARIANCE



RECEIVED
JUN 30 2011

SHETLAND NEIGHBORHOOD SUPPORT LETTER

I, (name) JOHN G. KASS, (address) 818 SHETLAND RD am in support of the proposed carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(signature) John G. Kass

(date) 5-19-2011

RECEIVED

JUN 30 2011

Shetland Neighborhood Support Letter

I, (Name) Aleda Nelson, (address) 811 Shetland Rd am in support of the proposed Carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(Signature) Aleda Nelson

(Date) 6/24/11

RECEIVED

JUN 30 2011

SHETLAND NEIGHBORHOOD SUPPORT LETTER

I, (name) Bob Scholyon, (address) 810 Shetland am in support of the proposed carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(signature) _____

(date) 6/14/11

RECEIVED
JUN 30 2011

SHETLAND NEIGHBORHOOD SUPPORT LETTER

I, (name) RANDY McDONALD, (address) 808 SHETLAND RD am in support of the proposed carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(signature) _____

(date) 5/25/11

RECEIVED
JUN 30 2011

SHETLAND NEIGHBORHOOD SUPPORT LETTER

I, (name) David Baldwin, (address) 819 Shetland Rd. am in support of the proposed carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(signature) David Bld

(date) 5-21-11

RECEIVED

JUN 30 2011

WRIGHT STANISH & WINCKLER
LAWYERS
300 SOUTH FOURTH STREET
SUITE 701
LAS VEGAS, NEVADA 89101

RICHARD A. WRIGHT
KAREN C. WINCKLER
MARGARET M. STANISH

(702) 382-4004(PH)
(702) 382-4800 (FAX)

July 1, 2011

To Whom it may concern,

This is a letter of support for the variance proposal at 815 Shetland Road for a carport. The improvements that have already been completed, in addition to the proposed carport on the North side of the property, will greatly improve the overall appearance of the neighborhood.

Yours truly,

Karen and Garth Winckler

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JUL 11 2011

41A

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

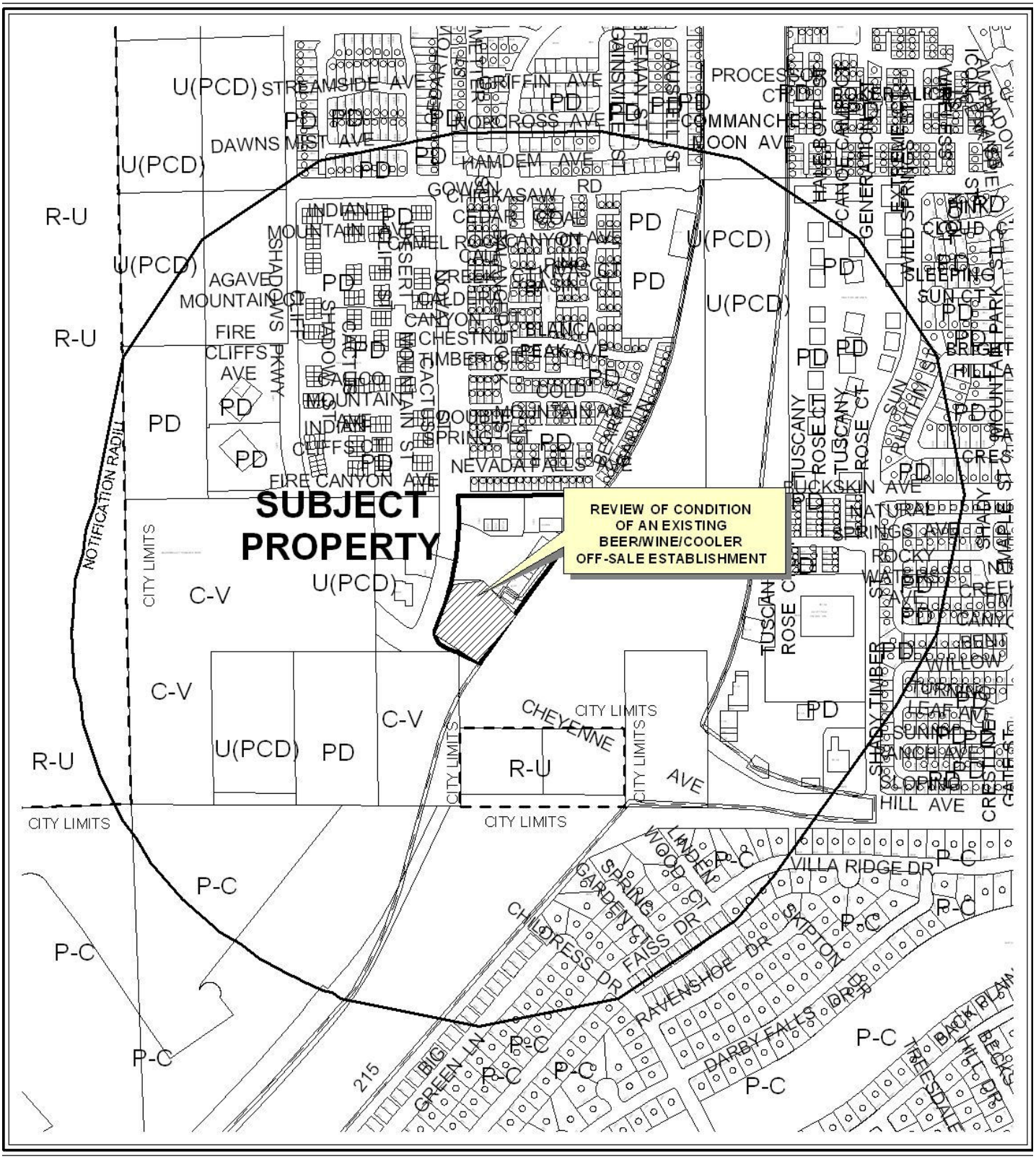
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-42995 – ABEYANCE ITEM - 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	**5**	**City Council Meeting**	**5**

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
8. Protest/Support Postcards - October 5, 2011 City Council Meeting



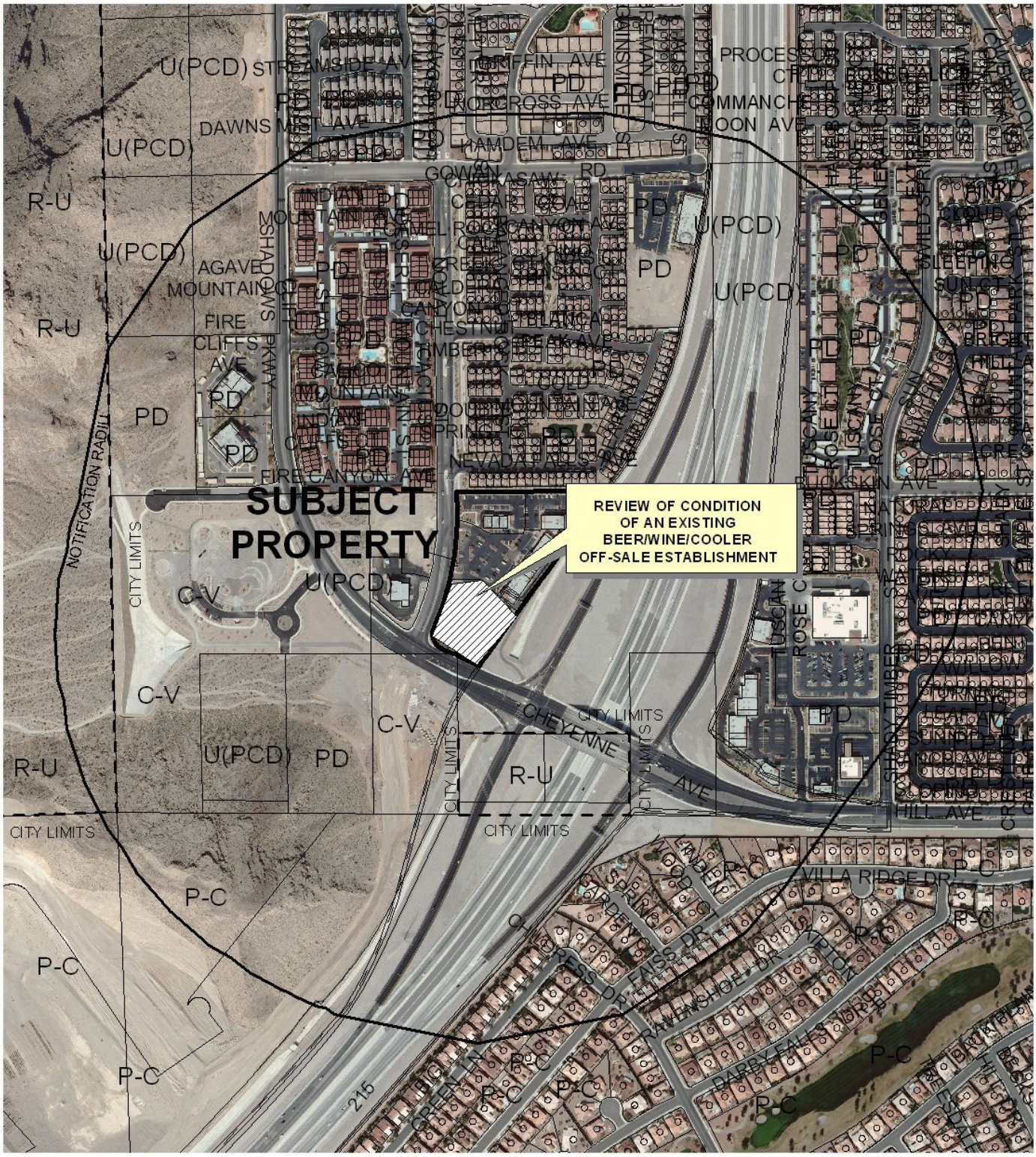
0 300 600 Feet

CASE: **ROC-42995**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

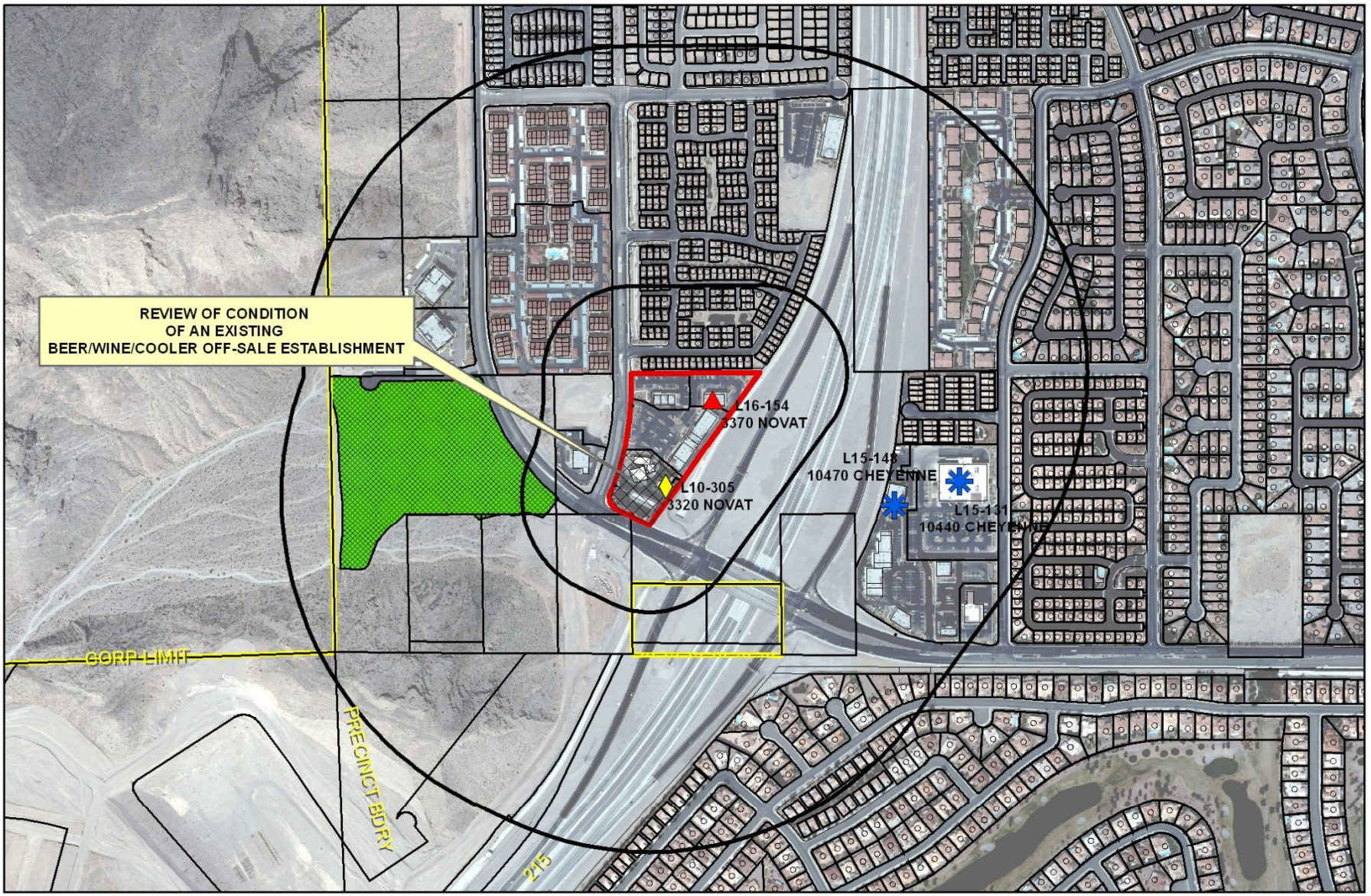
N



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 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: TERRIBLE HERBST, INC. - OWNER: MELAVI, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 5, 2011 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN ANTHONY

**** 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 5

PROTESTS 5

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: _____

RECEIVED
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.

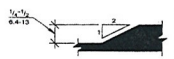


Fig. 303.3
Beveled Changes in Level

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)

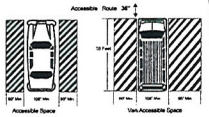
When more than 1 exit is required from any accessible space, each accessible portion of the space shall be served by not less tan two accessible means of egress. Handicap exit signage shall clearly indicate the path of exit travel to these accessible exits in not all exits are accessible in the space (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.

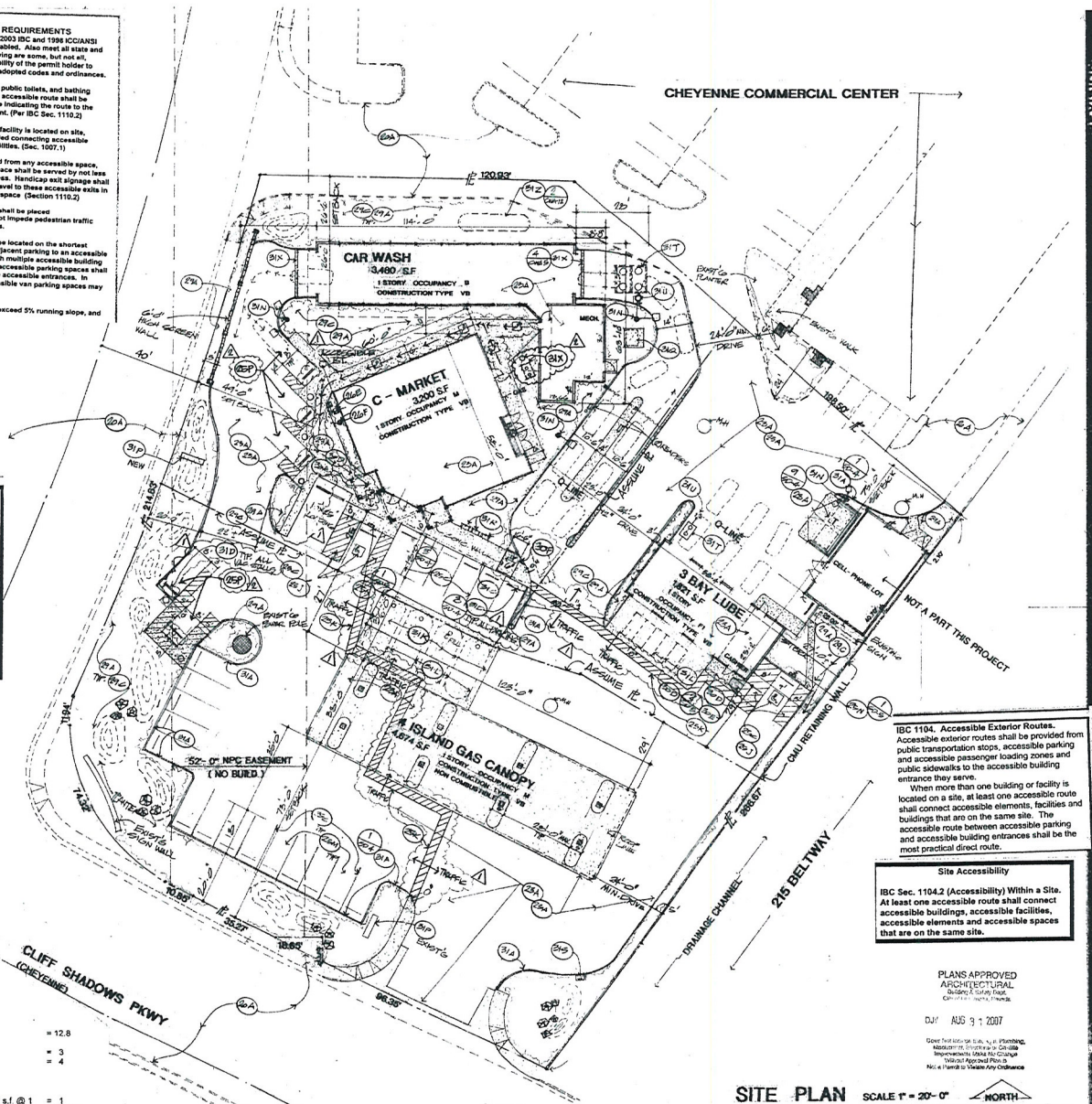
The contractor shall inspect the site prior to bidding to become aware of all existing conditions.

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

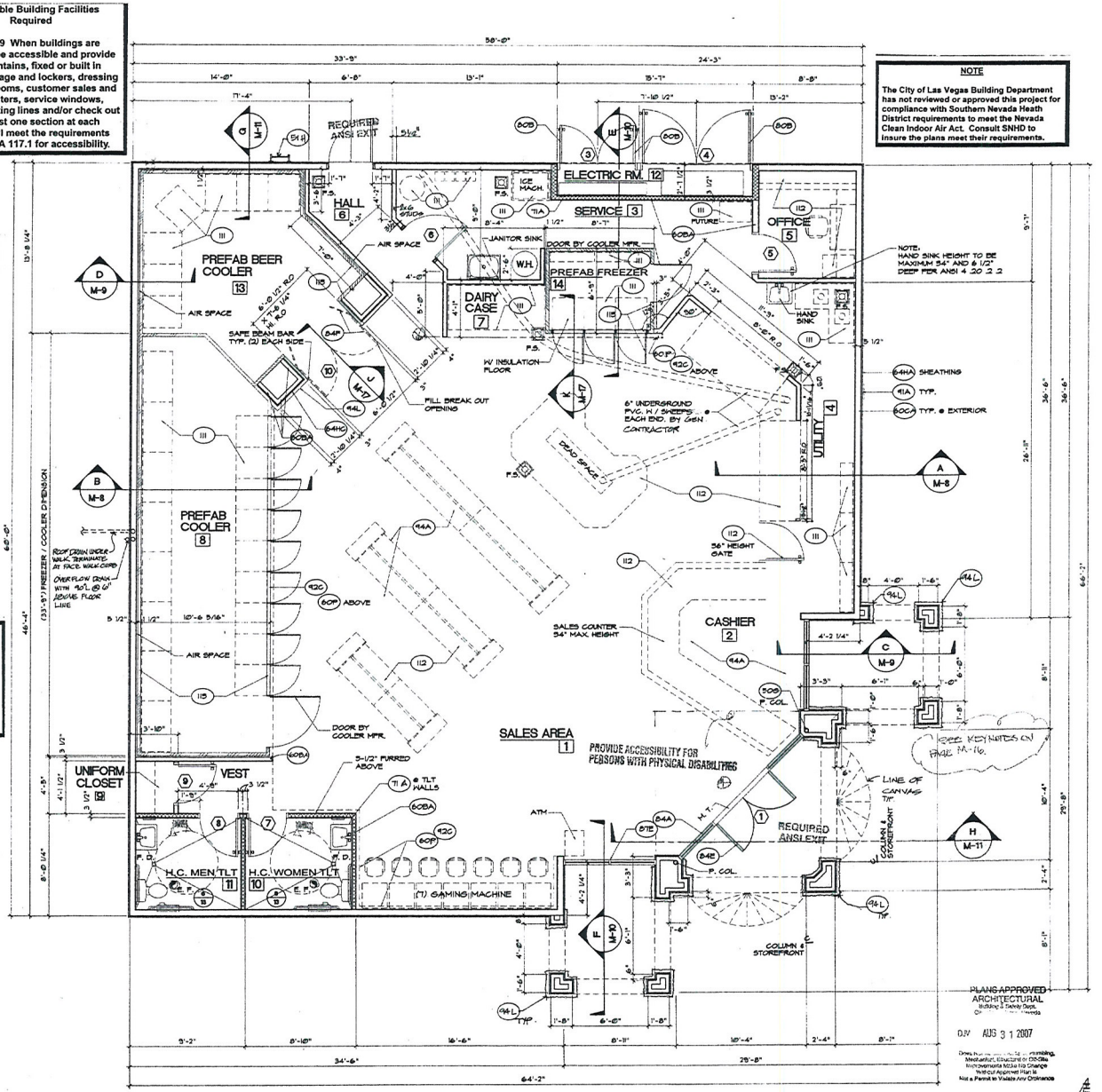
IBC Sec. 1007.1, Accessible means of egress required, states: "Accessible means of egress shall comply with this section. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by Section 1014.1 or 1018.1 from any accessible 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

RECEIVED
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.

RECEIVED
AUG 24 2011

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

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

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

RECEIVED
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
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004279218 SEP 22 2011
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK

2011 SEP 27 A 7:43

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-42995
City Council Meeting of **10/05/2011**

Case: ROC-42995
13712313101
DEMARCO DAVID
3417 DIAMOND HITCH CT
LAS VEGAS NV 89129-8702 89129-8702

Application Information

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).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***October 5, 2011***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals there of with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101. For further information, please call 702-229-630) (TDD 702-38[illegible] submitted after final agenda.

Date 9/27/2011 Item 79

09/28/2011 19:37 Golden Nugget Warehouse (FAX)7023868179 P.001/001

09/29/2011 THU 06:45 [TX/RX NO 6314] 001

CITY CLERK

2011 SEP 29 A 7:43

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

02 1M $ 00.44
0004275218 SEP 22 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-42995
City Council Meeting of **10/05/2011**

Case: ROC-42995
13712312024
SEEBRUCH GARETT A
3504 DESERT CLIFF ST #204
LAS VEGAS NV 89129-8667

69 HRDFN11 89123

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

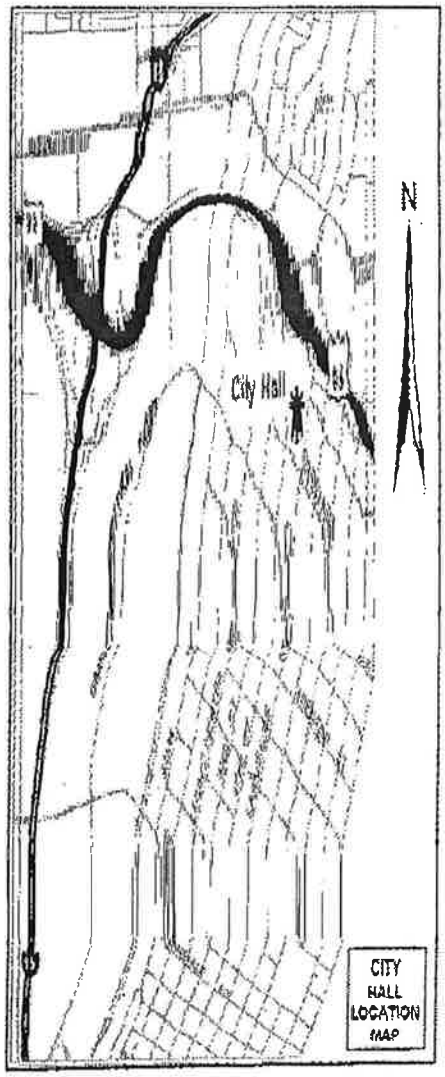
PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41
0004279218 SEP 22 2011
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42995

City Council Meeting of 10/05/2011

2011 SEP 29 A 8:18

CITY CLERK

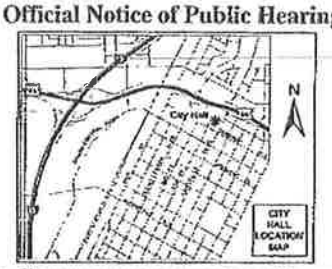
Case: ROC-42995

13712312118
SAVAGE WILLIAM A & KATHERINE L
P O BOX 1261
PAROWAN UT 84761-1261

79a

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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ROC-42995
City Council Meeting of 10/05/2011

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UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 SEP 22 201
MAILED FROM ZIP CODE 8910

2011 SEP 33 A 7:00

CITY CLERK

Case: ROC-42995

13712312180
HAGEN DAVID H
3504 DESERT CLIFF ST #204
LAS VEGAS NV 89129-8667

69 HRDFN11 89129

09/29/2011 20:43 Golden Nugget Warehouse (FAX)7023868179 P 001/001
09/30/2011 FRI 07 52 [TX/RX NO 5325] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
SEP 22 2011
MAILED FROM ZIP CODE 89101

2011 OCT -3 P 12:35

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42995
City Council Meeting of **10/05/2011**

Case: ROC-42995
13712312068
CLARK CALVIN WALTER & PHYLLIS J
223 EAGLE PKWY
ST PAUL MN 55102-2559

2 HRDFW11 55102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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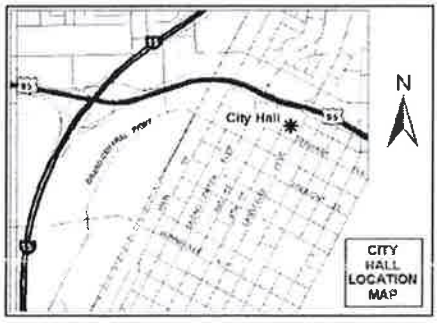
MAILED FROM ZIP CODE 89101

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.

ROC-42995
City Council Meeting of **10/05/2011**

Individual Sale
Cans and Bottles
are left all over
my neighborhood

2011 SEP 27 P 12:39

Case: ROC-42995
13712311053
NOVELO SHANNON D
10517 SONETO CREEK CIR
LAS VEGAS NV 89129-8686 89129-8686

89 HRDFM11 89129

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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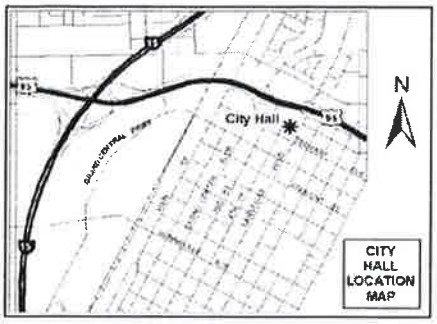
CITY CLERK

2011 OCT -3 P 12:35

Return Service Requested
Official Notice of Public Hearing



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ROC-42995
City Council Meeting of **10/05/2011**

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.98⁰
0004279218 SEP 22 2011
MAILED FROM ZIP CODE 89101

Case: ROC-42995

13712310085
GHAZI FATIMA
58 BOURG SUD
RD 1113
33190 MONGAUZY
FRANCE 0-0

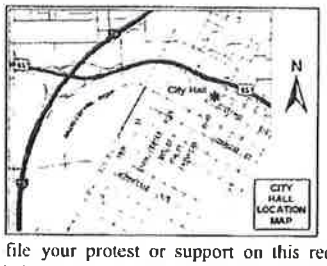
0011080001

TO:17023824803

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2011 SEP 33 A 7:01

Return Service Requested
Official Notice of Public Hearing



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ROC-42995
City Council Meeting of **10/05/2011**

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.80⁰
0004279218 SEP 22 2011
MAILED FROM ZIP CODE 89101

Case: ROC-42995

13712310110
MAHAL AMARJIT & SURINDERJIT KAUR
6305 LANE RD
DUNCAN BC V9L 4E2
CANADA 0-0

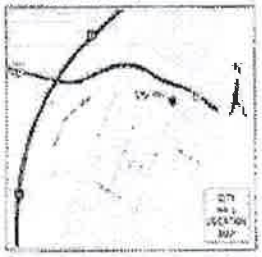
0029933409

OCT-1-2011 07:08A FROM:

10/01/2011 SAT 07:43 [TX/RX

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.

ROC-42995
City Council Meeting of 10/05/2011

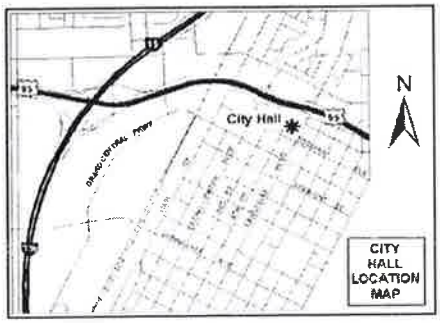
RECEIVED
CITY CLERK

2011 OCT -3 A 9:00

Case: ROC-42995
13712312004
FINKEL RUSS & MARCY
3 AMHERST PL
MASSAPEQUA NY 11758-6903

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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CITY CLERK

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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0004279218 SEP 22 2011
MAILED FROM ZIP CODE 89101

2011 OCT -3 P 12:35

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42995
City Council Meeting of **10/05/2011**

Case: ROC-42995
13712312005
ACRI DONALD L
460 S RAINTREE CT #2C
GLEN ELLYN IL 60137-6763

116 HRDFN11 60137

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-42989 - ABEYANCE ITEM - 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.

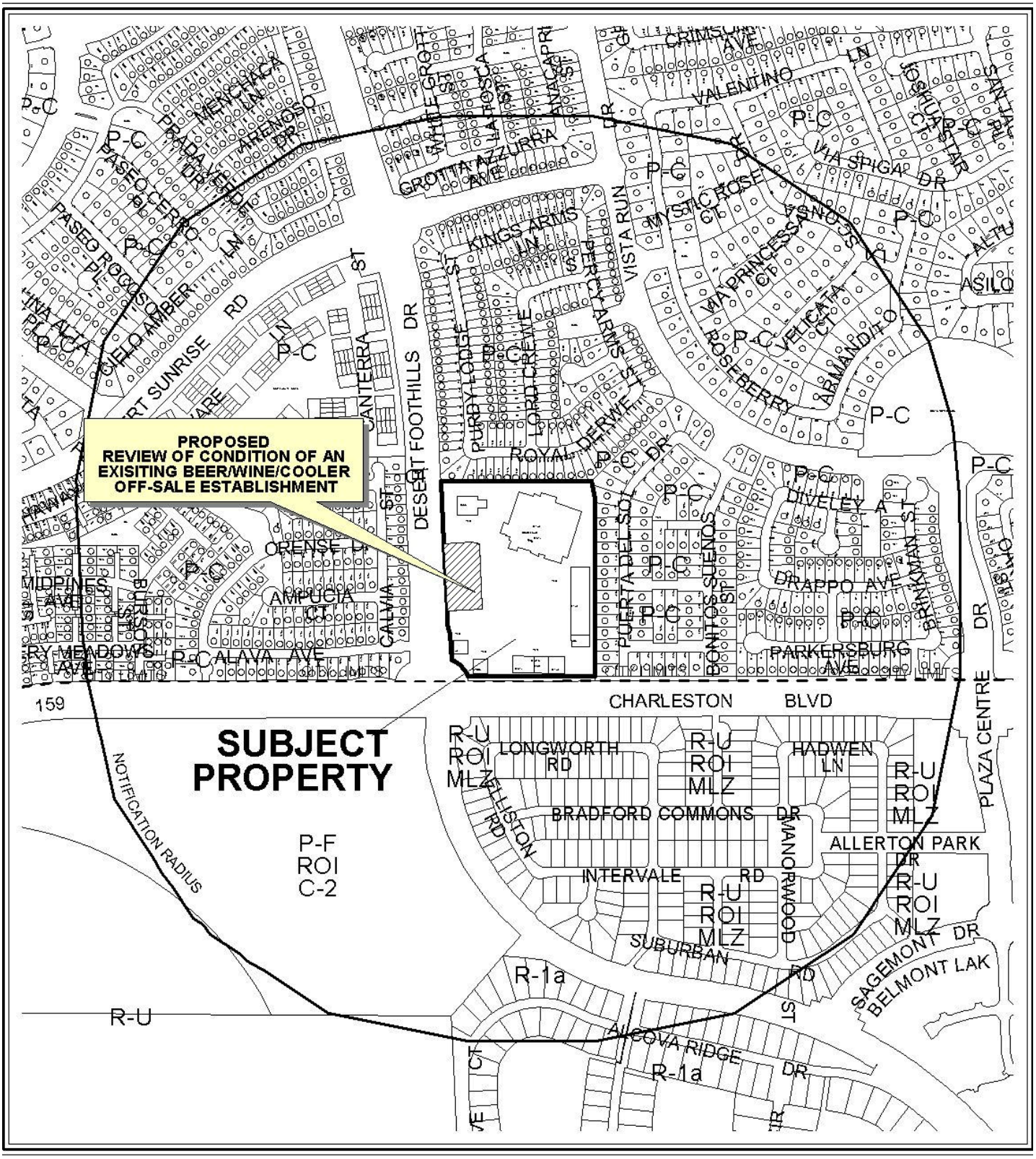
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**9**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

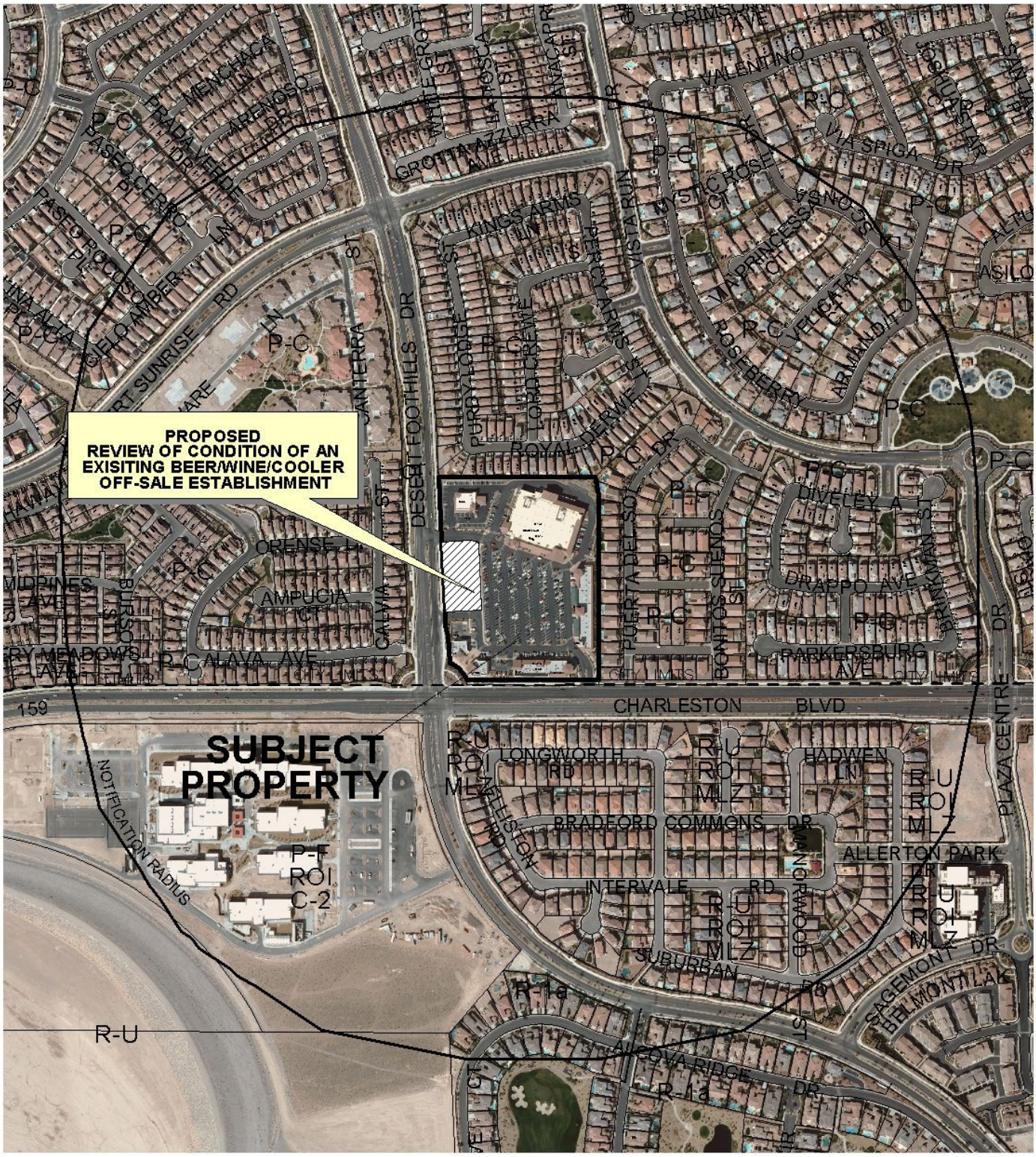
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. City Council Approval Letter for SUP-18910
6. City Council Approval Letter for RQR-32710
7. Justification Letter
8. Protest Postcards – October 5, 2011 City Council Meeting



CASE: **ROC-42989**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)



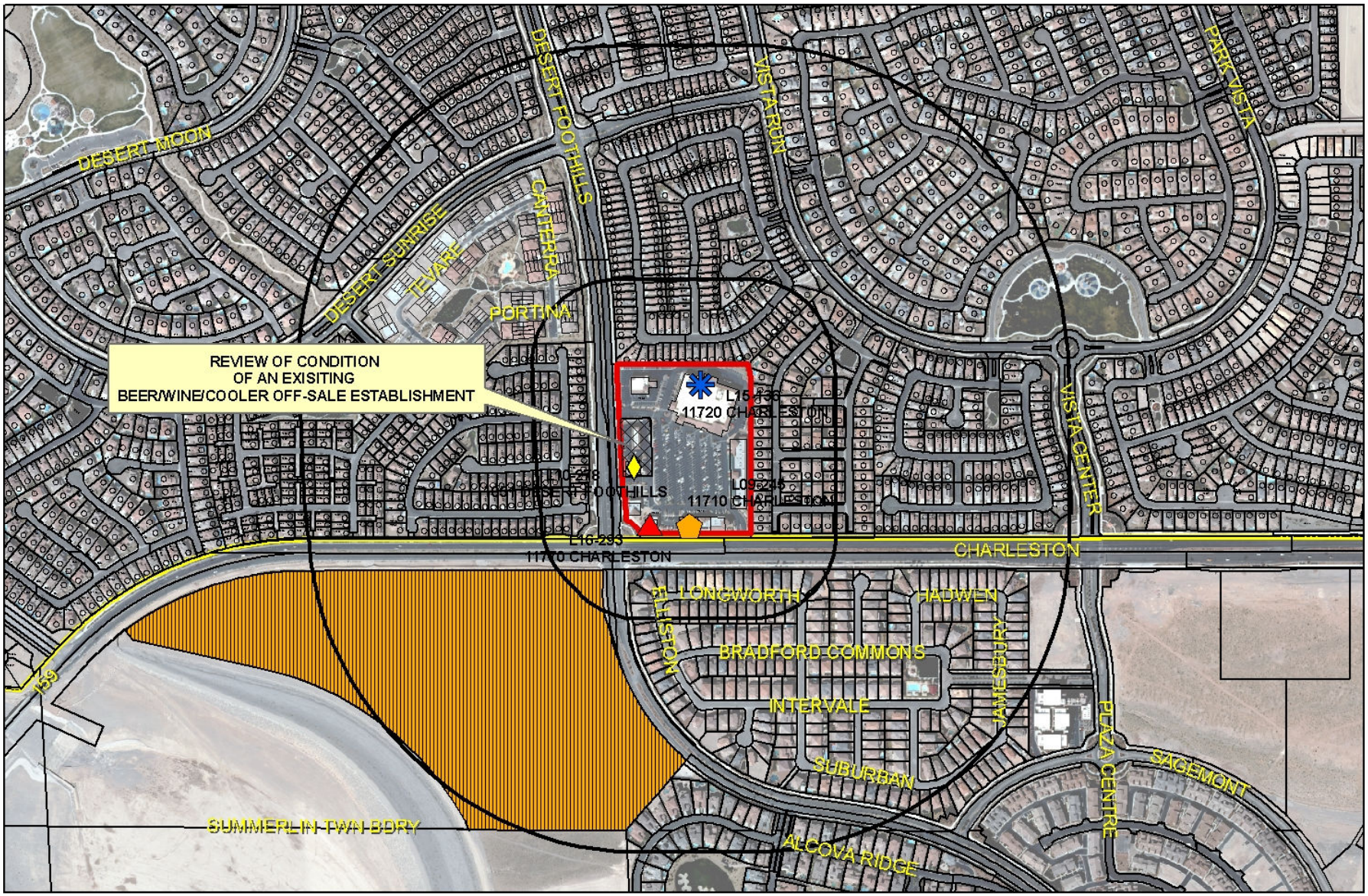
0 300 600 Feet

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 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: TERRIBLE HERBST, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 5, 2011 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN WOLFSON

**** 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 **

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 9

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

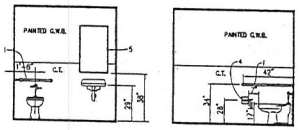
Notary Public - State of Nevada
County of Clark
DEBRA G. MARTIN
My Appointment Expires
February 25, 2014
No: 98-0896-1

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"

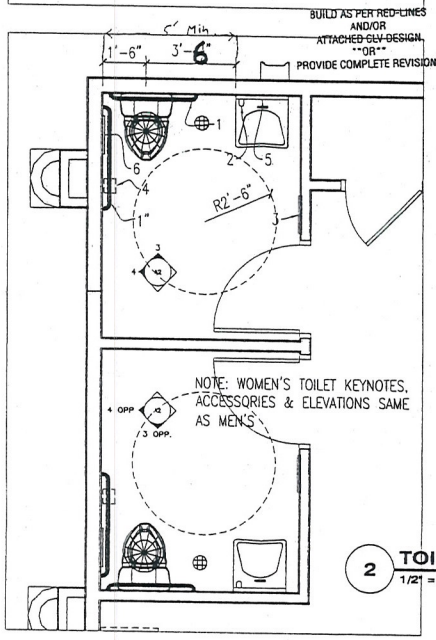
4 TOILET ELEVATION 1/4" = 1'-0"

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)

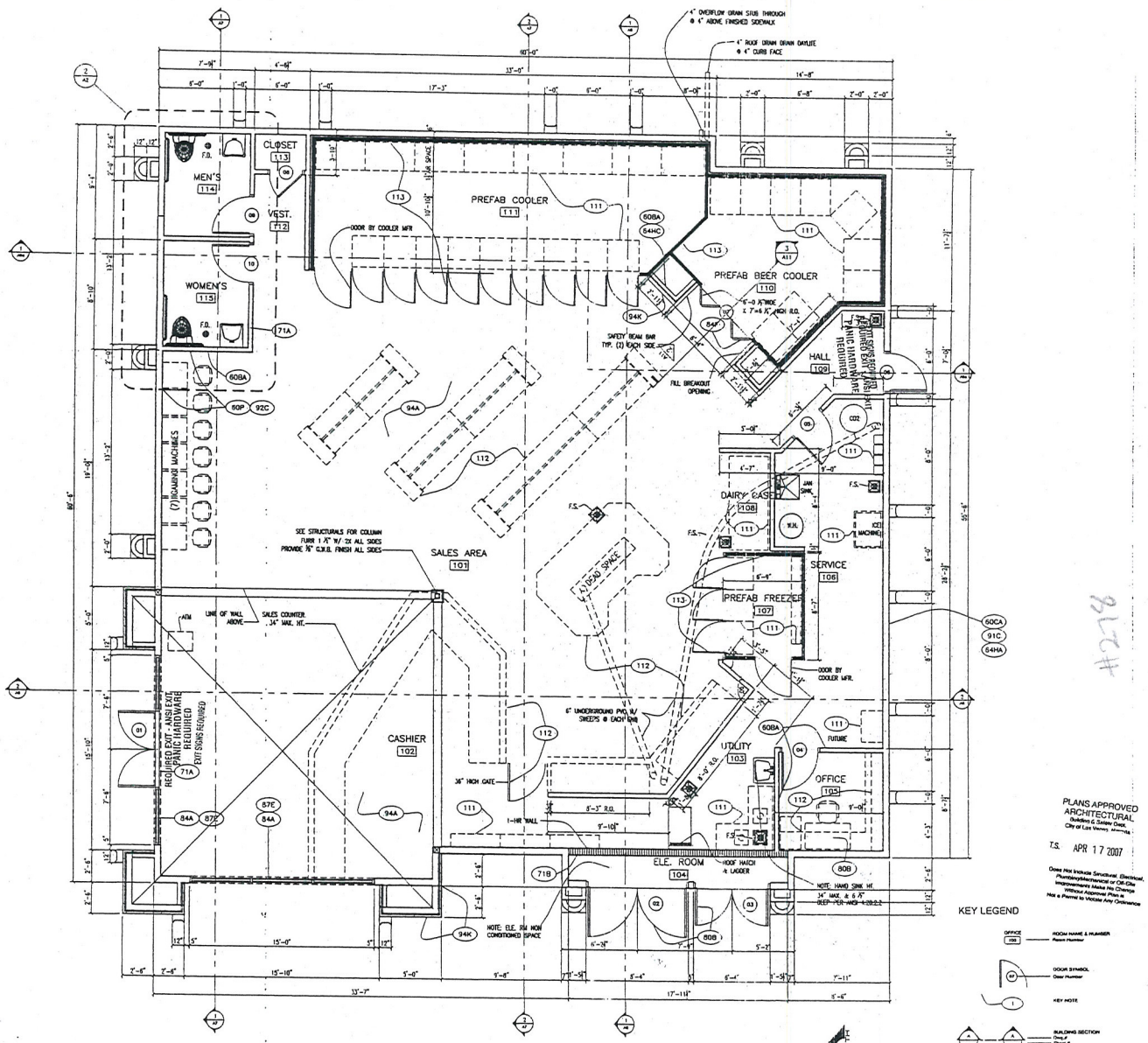
TOILET ROOM ACCESSORIES

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"

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

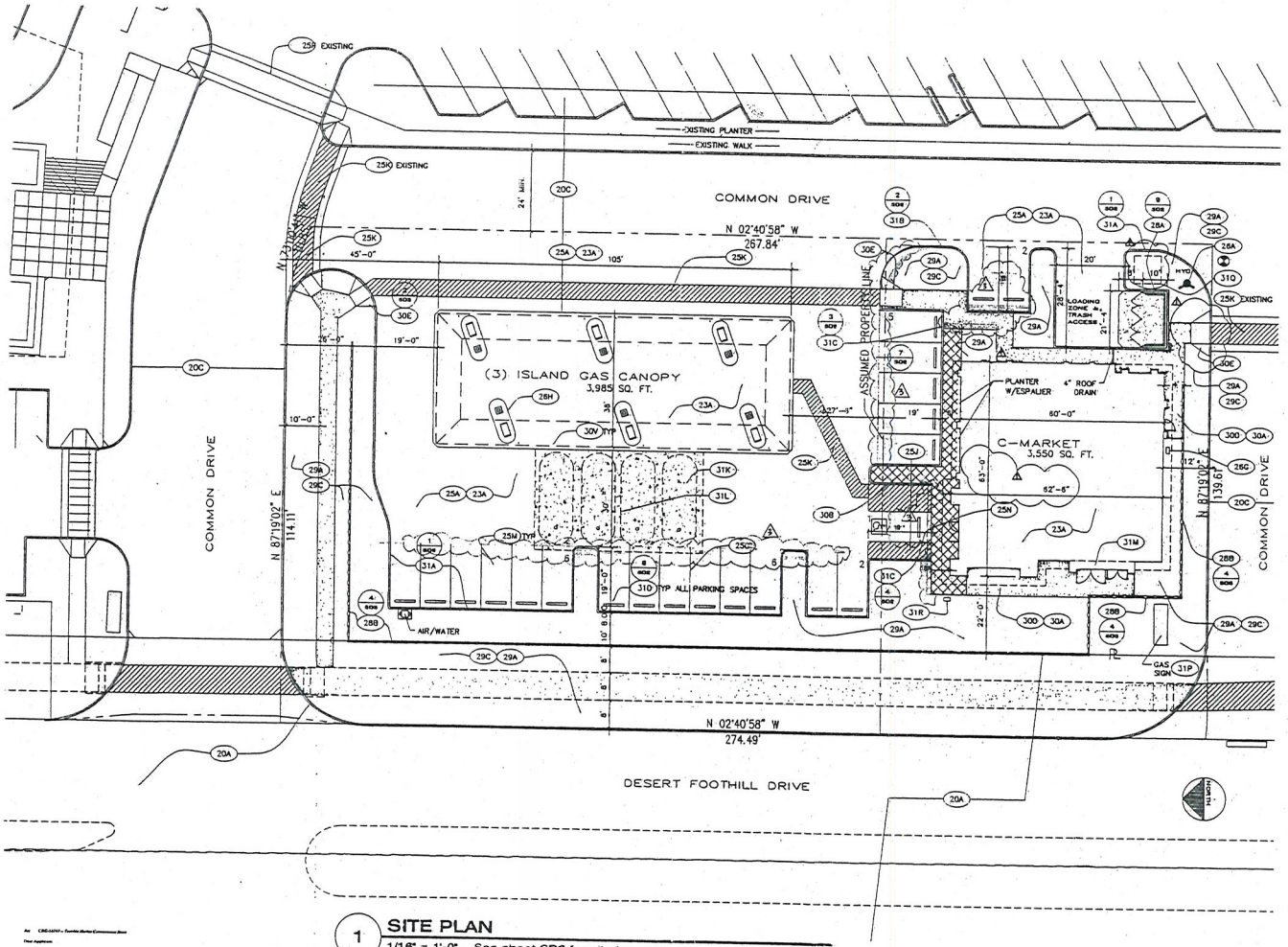
TERRIBLE HERBST OIL COMPANY "best bad guy in the west"

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.

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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.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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AUG 24 2011

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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AUG 24 2011

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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AUG 24 2011

ROC-42989

Printed with environmentally friendly soy ink.

TERRIBLE HERBST, INC. /
BERRY-HINCKLEY INDUSTRIES
5195 LAS VEGAS BLVD SOUTH
LAS VEGAS, NV 89119
PH: 702-798-6400
FAX: 702-736-0819

August 15, 2011

City of Las Vegas
Department of Planning
333 N. Rancho drive
Las Vegas, NV 89106

Re: Special Use Permit

Dear Sir/Madam:

Recently, two of our convenience stores received City of Las Vegas Correction Notices due to an imposed condition on our Special Use Permit that states, "the sale of individual containers of any size beer, wine coolers, or screw cap wine is prohibited." We request that this condition be deleted on our permits so that we **can** continue to sell individual containers of any size beer, wine coolers, or screw cap wine.

We are requesting Special Use Permit changes for the following locations:

Terrible's #310
1051 Desert Foothills Drive
APN# 137-12-410-009
Case #U-0112-00

Terrible's #278
3320 Novat Street
APN # 137-34-818-003
Case #SUP-18910

If you have any questions or concerns regarding this matter, please contact Jennifer De Rosa at (702) 798-6400, ext. 6423.

Sincerely,

Tim Herbst
Vice President

RECEIVED
AUG 24 2011

ROC-42989

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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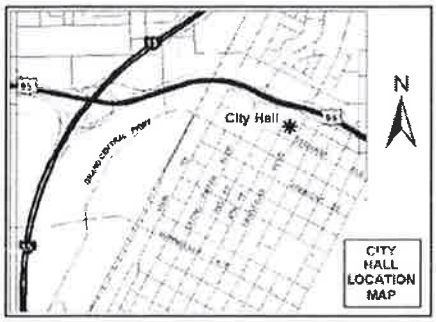
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
SEP 22 2011
MAILED FROM ZIP CODE 89101

2011 SEP 27 P 12:36

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-42989
City Council Meeting of **10/05/2011**

Case: ROC-42989
13735416048
JONES TIMOTHY & GWYNN LIVING TR
%T & G JONES
1032 BONITOS SUENOS ST
LAS VEGAS NV 89138-6062 89138-6062

55 MRDFM11 89138

Submitted after final agenda
Date 9/27/2011 Item 78

PAGE 01/01
DEA DIVERSION LVFD
17027598245
06:39
09/28/2011

09/28/2011 WED 06:41 [TX/RX NO 5301] 001

CITY CLERK

2011 SEP 28 A 7:43

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 SEP 22 2011
$ 00.41⁴
MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42989
City Council Meeting of **10/05/2011**

Case: ROC-42989
13735414014
ZAVESTOSKI CHRISTOPHER & J N
941 ROSEBERRY DR
LAS VEGAS NV 89138-7580 89138-7580

55 HRDFN11 89136

001

CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2011 SEP 28 P 2:28

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SEP 22 2011
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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42989

City Council Meeting of **10/05/2011**

13734716045 Case: ROC-42989
RUTTENBERG LINDA D & KEITH M
843 PASEO CERRO PL
LAS VEGAS NV 89138-6096 89138-6096

55 HRDFN11 89138

09/28/2011 14:27 FAX

09/28/2011 WED 13:30 [TX/RX NO 5312] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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RECEIVED CITY CLERK

Return Service Requested
Official Notice of Public Hearing

2011 SEP 28 P 12:21



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42989
City Council Meeting of **10/05/2011**

Case: ROC-42989
16402112047
BEHRENS JACK L & ANDREA
1301 ELLISTON RD
LAS VEGAS NV 89135-1320 89135-1320

89135 HRDFN11

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
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MAILED FROM ZIP CODE 89101

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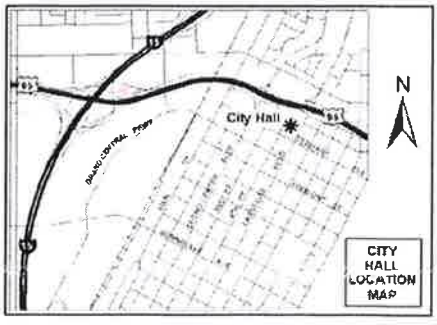
Official Notice of Public Hearing



2011 SEP 28 P 12:21

This is a Residential Location NOT 5th St. or 6 LV

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-42989
City Council Meeting of **10/05/2011**

Case: ROC-42989
13734814096
COLLINS JAMES C
921 ALTAVILLE CT
LAS VEGAS NV 89138-6099 89138-6099

89138 HRDFN11

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 OCT -3 P 12:34

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42989
City Council Meeting of **10/05/2011**

2309-23-11 LV NV 891XX

Case: ROC-42989
13734817089
CANNON THOMAS C & JOYCE E
1010 EASTBOURNE DR
LA PLATA MD 20646-3562

2 HRDFN11 20646

09/30/2011 FRI 11:26 [TX/RX NO 3828] 001

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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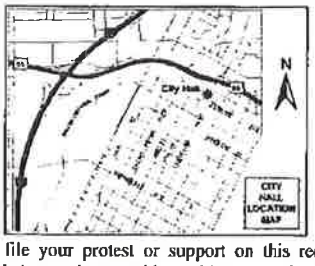
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42989
City Council Meeting of **10/05/2011**

Case: ROC-42989
13735317015
ZIDZIK JULIE MARIE STEVENS
953 ARMANDITO DR
LAS VEGAS NV 89138-7583 89138-7583

55 HRDFN11 89138

09/30/2011 12:06 FAX 7028372025 XPEDX

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

2011 OCT -3 P 12: 35

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42989
City Council Meeting of **10/05/2011**

Case: ROC-42989
16402112096
KIM SAEKYU ROBERT & MIHYA MIHEE
1163 BREWSTER ST
LAS VEGAS NV 89135-1313 89135-1313

36 HRDFN11 89135

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

2011 OCT -5 A 10:51



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-42989
City Council Meeting of **10/05/2011**

Case: ROC-42989
13735413024
LOWREY CHRISTOPHER ERIC
BROWN CHIAKI AN
932 LORD CREWE ST
LAS VEGAS NV 89138-6036 89138-6036

55 HRDFN11 89138

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

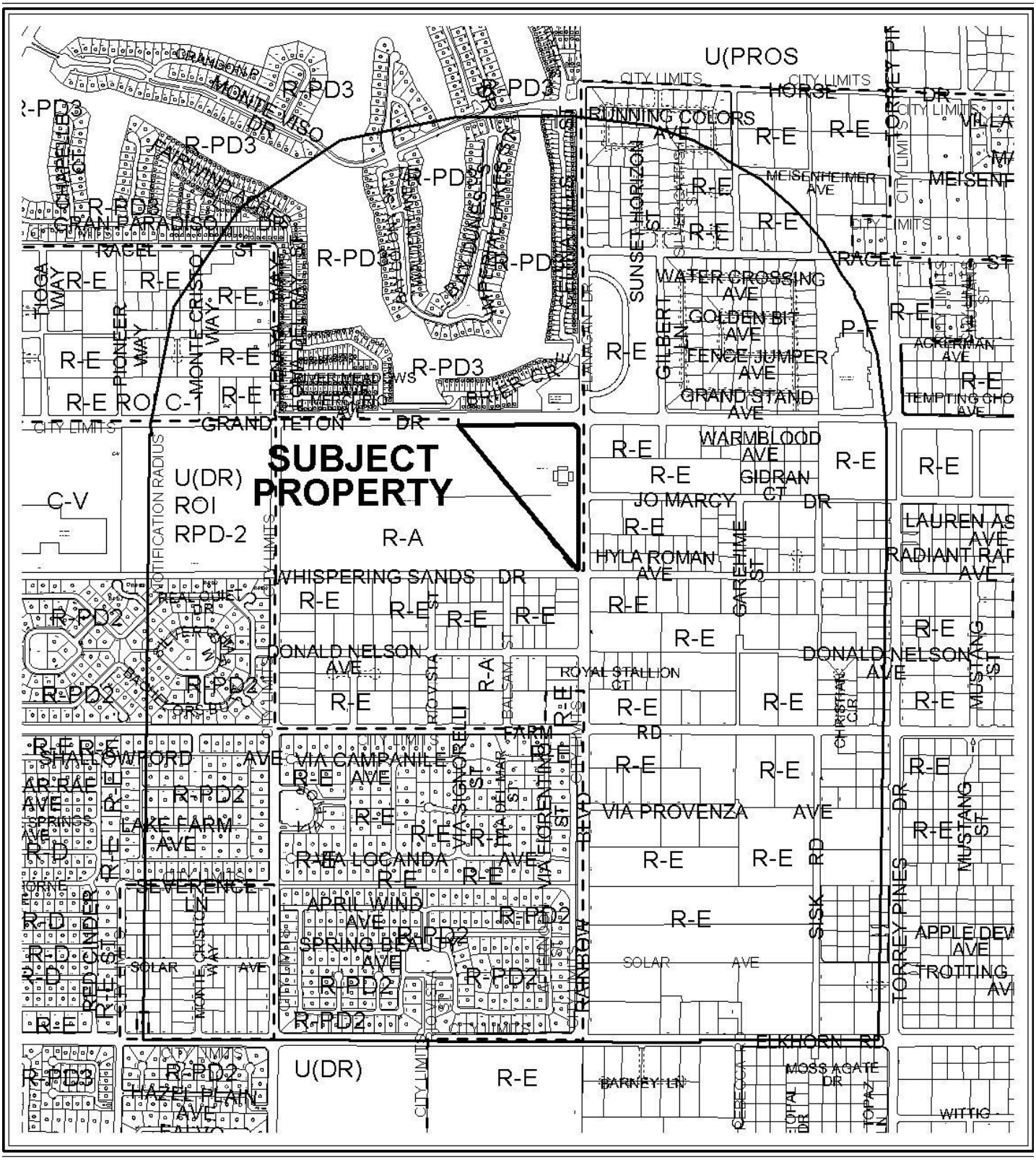
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
MOD-41437 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC. - For possible action on a request for a Major Modification of a previously approved Rezoning (ZON-16580) TO AMEND THE MASTER DEVELOPMENT PLAN AND DEVELOPMENT STANDARDS on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**17**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - MOD-41437, ROC-40981 and SDR-40980
2. Conditions and Staff Report - MOD-41437, ROC-40981 and SDR-40980
3. Supporting Documentation - MOD-41437, ROC-40981 and SDR-40980
4. Photos
5. New Vista Community Master Development Plan and Development Standards
6. Justification Letter – MOD-41437, ROC-40981 and SDR-40980
7. Backup referenced from the September 13, 2011 Planning Commission Meeting Items – MOD-41437, ROC-40981 and SDR-40980



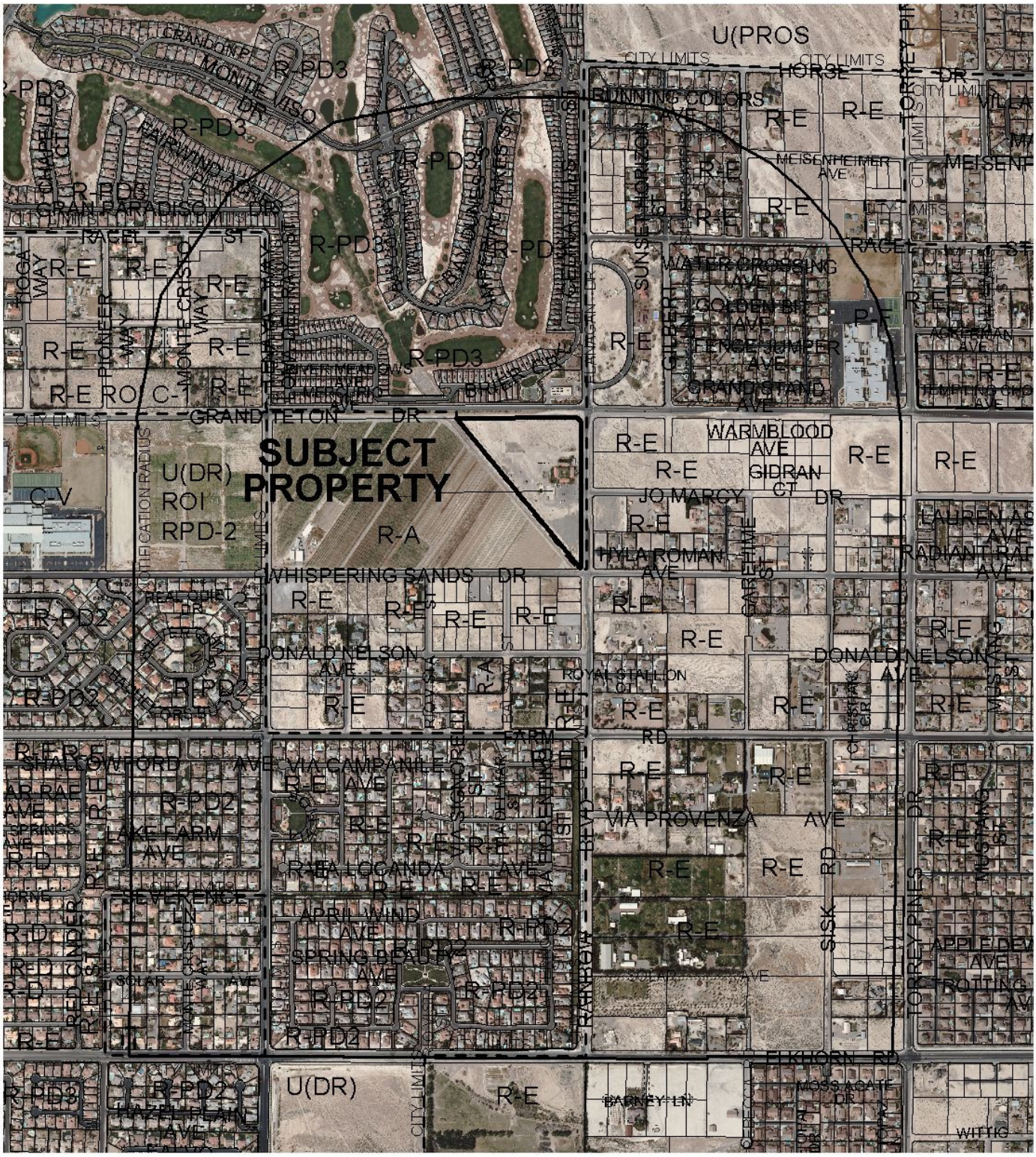
CASE: **MOD-41437; ROC-40981; SDR-40980**

RADIUS: 2640 FT + SPECIAL

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

0 1000 2000 Feet

N



CASE: **MOD-41437; ROC-40981; SDR-40980**

0 1000 2000 Feet

RADIUS: 2640 FT + SPECIAL

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: NEW VISTA RANCH, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
MOD-41437	Staff recommends APPROVAL	
ROC-40981	Staff recommends APPROVAL	
SDR-40980	Staff recommends APPROVAL, subject to conditions:	MOD-41437

** CONDITIONS **

ROC-40981 CONDITIONS

Department of Planning

1. Conditions of Approval Numbers 5, 7 and 9 are deleted.

SDR-40980 CONDITIONS

Department of Planning

1. Conformance to the Conditions of Rezoning (ZON-16580) except as amended herein, and approval of Major Modification (MOD-41437) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

YK

3. All development shall be in conformance with the building elevations, date stamped 08/15/11, the site plan date stamped 05/25/11 and landscape plans date stamped 06/13/11, except as amended by conditions herein.

4. All development will be in conformance with the Phase Plan, date stamped 06/20/11, except as amended by conditions herein.

5. The Multi-Use Trail along both Grand Teton Drive and Rainbow Boulevard shall be completed to conform to the 2020 Master Plan Transportation Trails Element as part of Phase 6 of the Phase Plan, date stamped 06/20/11.

6. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 06/13/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. 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.

10. 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).

11. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

13. 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.

14. 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.

15. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Dedicate an additional 10 feet of right-of-way for a total half-street width of 60 feet on Grand Teton Drive, an additional 10 feet for an right turn lane, and grant a traffic cord easement necessary to maintain any traffic appurtenances at the southwest corner of Grand Teton Drive and Rainbow Boulevard adjacent to this site prior to the issuance of any permits. Grant a Multi-use Trail easement for all portions of the multi-use trail that are outside of the public right-of-way. In addition, dedicate all rights-of-way required for a bus turnout on Rainbow Boulevard prior to the issuance of any permits unless otherwise allowed by the City Traffic Engineer.

18. Construct all incomplete half-street improvements, including appropriate transition paving and overpaving, on Grand Teton Drive and Rainbow Boulevard 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. Installation of streetlights may be deferred provided that exterior street lighting shall be stubbed out for later use, including all necessary underground conduit and pull boxes at each streetlight location and the developer provide to the City such streetlights for the future installation. Alternatively, monies in lieu of such deferred streetlights, including bases, may be contributed to the City if allowed by the Department of Public Works. Coordinate with the Traffic Engineering Section of the Department of

Public Works regarding street lighting requirements prior to submittal of construction drawings. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete). The required improvements may be constructed in phases in accordance with the submitted phasing plan within the "New Vista Community Master Development Plan and Development Standards" as amended and summarized below:

Phase I: Build one new residential home and onsite medical office.

a. Utilize existing access to Rainbow Boulevard. No offsite improvements to Rainbow Boulevard except as noted in detail 2/A1a.
b. Construct underground utility connections to adjacent public utilities in Rainbow Boulevard.
c. Construct a non-standard multi-use trail on Rainbow Boulevard street frontage consisting of rough graded frontage for a depth of 25 feet, desert landscaping for a depth of 25 feet, and construct a 10 foot wide decomposed granite pathway per detail 2/A1a.

Phase II: Build four more residential homes.

a. Construct non-standard multi-use trail on Grand Teton Drive as noted in detail 2/A1a

Phase III: Build two more residential homes.

a. Construct Grand Teton Drive improvements per City of Las Vegas Standards except for sidewalk.
b. Construct onsite roadways to direct onsite vehicle circulation to the Grand Teton Drive access point.
c. Construct the fire truck access gate on Rainbow Boulevard to restrict access.

Phase IV: Build the two remaining residential homes.

Phase V: Construct the education and employment center building

a. Construct full off-sites on Rainbow Boulevard as per approvals obtained at that point in time.

Phase VI: Construction of the recreation center.

a. Construct Multi-Use Trail on all street frontages as per City of Las Vegas Standards.

Notwithstanding the above, pavement edge protection (i.e. curb and gutter) may be required to be constructed in advance of the phased schedule if so recommended in the approved Drainage Study.

19. Coordinate the construction of the median opening and any modification to the existing landscaping with Homeowner's Association of the property on the north side of Grand Teton who are responsible for the median landscaping maintenance per encroachment agreement L-ENCR #18787.

20. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Las Vegas Middle Branch – Grand Teton Strom Drain project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

21. 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.

22. Site development to comply with all applicable conditions of approval for MOD-41437 and all other site-related actions.

Staff Report Page One
October 19, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This proposal reduces the scale of the previously approved project by 18,175 square feet, breaks the one large building into ten smaller structures and moves the primary two-story community center building closer to the Grand Teton Drive frontage. The project now has a campus-like environment rather than a commercial environment as previously designed. The uses will remain the same as previously approved. To accomplish these objectives, a Site Development Plan Review and a Modification application are required. Since the proposed plan reduces the overall impact the project will have on this rural residential area, staff supports these applications.

The applicant has also applied to have Conditions of Approval Numbers 5, 7, and 9 of Rezoning (ZON-16580) removed. Since all of staff's concerns can be addressed with the Site Development Plan Review application, staff supports the request. For these reasons, staff recommends approval of all three applications.

ISSUES

- The previously approved New Vista Development Standards document must be modified in order to allow the revised site plan to be considered.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/21/01	The City Council approved Annexation (A-0004-01(A) for 17,759 acres generally located southwest of Rainbow Boulevard and Grand Teton Drive. The Planning Commission and staff recommended approval.
02/07/2007	The City Council approved General Plan Amendment (GPA-16578), Rezoning (ZON-16580) and Site Development Plan Review (SDR-16581) for an assisted living facility on 15.05 acres at 7875 North Rainbow Boulevard. The Planning Commission recommended approval and staff recommended denial for all three applications.
03/04/09	The City Council approved an Extension of Time (EOT-32991) for Site Development Plan (SDR-16581) for a proposed two-story, 56-unit assisted living apartment development with a 43,283 square-foot commercial amusement/recreation (indoor) facility, 3,024 square feet of medical office space, and 1,382 square feet of retail space on 15.05 acres at 7875 North Rainbow Boulevard. Staff recommended approval.
08/09/11	The Planning Commission approved an Abeyance for (MOD-41437, ROC-40981 and SDR-41980) at the request of the applicant.

YK

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/13/11	The Planning Commission voted (7-0) to recommend APPROVAL of companion items MOD-41437, ROC-40981 and SDR-40980 (PC Agenda Items 17-19/yk)..

Most Recent Change of Ownership	
09/02/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No pertinent building permits or business licenses are on file. Existing structures were present when the property was annexed into the City of Las Vegas.

Pre-Application Meeting	
12/06/10	Staff reviewed the proposal and determined that a Major Modification, Review of Conditions and a Site Development Plan Review (Major) application are required. Specifically discussed: • A phasing plan is required; • A revised Master Development Plan is required; • A Multi-use trail is required along both Grand Teton and Rainbow;

Neighborhood Meeting	
07/07/11	The applicant held a voluntary neighborhood meeting with the following in attendance: Nine members of the public, five members of the development team, one member of the Council Office, one member of Planning Concerns raised were: Height of the community center Location of the community center….request it be moved from Grand Teton to interior of site Roll up doors on the training facility are to commercial All construction traffic needs to use Grand Teton Finished grades of the pads might have a negative impact

08/24/11	The applicant held a second voluntary neighborhood meeting in order to address neighbors concerns raised at the July 7, 2011 neighborhood meeting. Residents had the following concerns regarding the project: • Residents voiced concerns about retail and commercial uses on the property; • Concerns were raised about the special events/fundraising events that would be held on the property and traffic generated by such events; • Concerns were raised about the square footage of the recreation facility and education training facility; • There was continued concern over the height and placement of the recreation building, although one resident stated that he didn't want the recreation building moved closer to the orchard; • There were concerns regarding traffic generated by the facility and the driveway on Rainbow; • There were concerns about the adequacy of the parking that would be provided on site. General questions were raised about the medical facility that would be provided on site for residents, the perimeter wall around the property, the trail at the east and north sides of the property, and the number of residents living on the site. While most residents expressed dissatisfaction with the project, one resident supported the redesign of the site plan over the previously-approved plan. Several members of the public requested that the developer enter into a private contract with them, restricting any commercial uses on the property.

Field Check	
03/03/2011	Staff visited the site and found several buildings along Rainbow Boulevard being used as a Assisted Living/homeless shelter. The remaining property was undeveloped.

Details of Application Request	
Site Area	
Gross Acres	15.05
Net Acres	14.80

Surrounding Property	*Existing Land Use*	*Planned Land Use*	*Existing Zoning*
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	U (Undeveloped)
	Rescue Mission or Shelter for the Homeless		
North	Single-Family Residential	PCD (Planned Community Development)	R-PD3 (Residential Planned Development – 3 Units Per Acre)
South	Undeveloped	Clark County (RNP)	Clark County
East	Undeveloped	Clark County (RE) and (RNP)	Clark County
West	Orchard	Clark County (RE)	Clark County

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		
PD Planned Development District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per City Council adopted New Vista Community Master Development Plan and Development Standards February 7, 2007 except as modified below.

Section	Approved Development Standards	Proposed 2011 Development Standards
3.6	Any change will be subject to a SDR review by City Council.	Any significant revision of the plans as initially approved shall be subject to a SDR review by City Council.

4.1	Building height limits detailed. Community Building Setbacks will be a minimum: Grand Teton Drive: 140' Rainbow Boulevard: 70' Gilcrease Orchard: 90' Craft Studio Setbacks will be a minimum: Grand Teton Drive: 20' Rainbow Boulevard: 70' Gilcrease Orchard: 60'	Building heights removed from this section and placed in Section 5.3 Community Building Setbacks will be a minimum: Grand Teton Drive: 100' Rainbow Boulevard: 200' Gilcrease Orchard: 150' Education/Employment Center Setbacks will be a minimum: Grand Teton Drive: 20' Rainbow Boulevard: 600' Gilcrease Orchard: 70'
4.1		Medical & Assisted Living Buildings: Grand Teton Drive: 300' Rainbow Boulevard: 50' Gilcrease Orchard: 70' All buildings to maintain a 15' separation from each other.
4.4	343 Parking Spaces will be provided Access off Rainbow will be gated and limited to emergency vehicles, existing ranch houses and for special events.	Per CC approved ZON-16580, 100 parking spaces will be provided. Access will be off of Rainbow during Phases I & II. Phase III all access will be off of Grand Teton. Rainbow will be gated and only used as crash gate for emergencies.
4.5	Signs shall have backlit illumination only	Signs, if illuminated shall not have exposed neon.
4.8	ZON-16580 Condition 9: Construct all incomplete half street improvements on Grand Teton Drive and Rainbow Boulevard adjacent to this site concurrent with development of site.	1. Grand Teton Street frontage to be as per Exhibit 6.j "Multi-use Transportation Trail" 2. Rainbow Boulevard street frontage to be as per Exhibit 6.j. "Multi-use Transportation Trail"
4.9	New Vista shall participate in any future SID as shall be required by the City of Las Vegas Public Works.	New Vista has agreed that it will participate in future warranted offsite improvements if required by the City of Las Vegas Public Works.

4.10	Proposes a 400' phasing line and a drainage structure on the west side of the site be constructed.	The drainage structure on the west side of the site has been completed and New Vista is proposing to tie on and off-site drainage into this storm water system subject to CLV and CCRFCD approvals.
5.3	Maximum building height shall be 35 feet. Maximum building height for buildings along Rainbow shall be 29 feet.	Maximum building height shall be 42 feet. Maximum building height for buildings along Rainbow shall be 24 feet.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Rainbow Boulevard	N/A	N/A	80	N/A
Grand Teton Drive	Parkway Arterial	Master Plan of Streets and Highways	120	Y

Landscaping and Open Space Standards		
Standards	***Required per SDR-16581***	***Proposed***
Buffer Trees:		
• North	25 Trees	18 Trees
• South	0 Trees	0 Trees
• East	38 Trees	51 Trees
• West	54 Trees	74 Trees
TOTAL PERIMETER TREES	**117 Trees**	**143 Trees**
LANDSCAPE BUFFER WIDTHS		
Min. Zone Width		
• North	5 Feet	5 Feet
• South	0 Feet	0 Feet
• East	5 Feet	4 Feet
• West	0 Feet	8 Feet

ANALYSIS

The applicant is requesting to modify a previously approved Master Development Plan Standards and Site Development Plan Review for the New Vista Assisted Care Campus at the southwest corner of Grand Teton Drive and Rainbow Boulevard. In order for these to be considered, Conditions of Approval Numbers 5, 7, and 9 from Site Development Plan Review (SDR-16580) must be removed. Since staff will have the opportunity to readdress these issues with the proposed Site Development Plan Review and Modification applications, staff supports the Review of Condition (ROC-40981) application request. The proposed modifications to the Development Standards document are outlined earlier in the report. Staff supports all the requested changes, as they will allow for a better project for the site.

The project will be reduced in scale by over 18,000 square feet. The approved large primary structure will be reduced in size by removing the residential component and replacing it with nine single-story structures, creating a campus environment. This design will allow the project to have a residential feel and look, thus blending better with the surrounding neighborhoods. The primary access to the project will remain off Grand Teton Drive.

One of the major changes proposed is building the project in six phases as opposed to all at once. These phases will start with the residential structures and end with the construction of the community center building. A medical building will also be constructed during Phase 1. The Education/Employment Center will be built in Phase 5 after all the residences have been constructed. No specific timeline has been provided for the overall completion of the development.

All of the proposed structures will be designed in the same Colorado Rockies style as previously approved. After meeting with area residents on July 7, 2011, the applicant revised the elevations of the community center and employment center buildings to reflect changes that addressed residents concerns. These included changing the roofing material from metal to concrete tile and deleting the rollup doors on the employment center building. Each of the structures will maintain a general residential character. Although the height of the proposed community center has increased, the overall impact will be less, since the scale of the building has been greatly reduced. The increased height will allow for a sloped roof line to keep the structure residential-like in appearance and to allow all the activities to take place as proposed. No new land uses are being proposed with these applications.

The following table provides an overall summary of the changes to the proposed structures:

Structure	Previously Approved Development Standards	Proposed 2011 Development Standards
Existing Assisted Living Facility	24 Residents, 8 Caregivers 9,905 SF	24 Residents, 8 Caregivers 9,905 SF
Assisted Living Care Apartments	56 Units 49, 912 SF in one structure	54 Units 36,630 SF in 10 structures
Community Recreation Center	71, 626 SF Setbacks: Grand Teton Drive: 140' Rainbow Boulevard: 70' Gilcrease Orchard: 90'	52,628 SF Setbacks: Grand Teton Drive: 100' Rainbow Boulevard: 200' Gilcrease Orchard: 150'
Education Employment Center	10,582 SF Setbacks: Grand Teton Drive: 20'	21,000 SF Setbacks: Grand Teton Drive: 20'

	Rainbow Boulevard: 70' Gilcrease Orchard: 60'	Rainbow Boulevard: 600' Gilcrease Orchard: 70'
TOTAL BUILDING AREA	**142,025 SF**	**120,163 SF**
Maximum Building Height	35 feet, 29 feet along Rainbow Blvd.	42 feet (to peak of roof), 24 feet along Rainbow Blvd.
Perimeter Landscape	117 Trees	143 Trees (+26)
Other	N/A	Recreation Center: • Commercial roll-up garage doors shown on initially submitted elevations have been removed, per elevations submitted 08/15/11 • Metal standing seam roofing replaced with metal shingle-style roofing material

The new design will provide for enhanced landscaping in the form of 17 additional perimeter landscape trees. Each of the new buildings will have foundation landscaping and trees creating a lush desert environment for the residents and guests to enjoy. The landscape buffers have been increased overall from the previous approval. The north perimeter will have 5 - 15 foot wide landscape buffers and the east perimeter will have 4 - 24 foot wide buffers. The original design only had these perimeters with five foot landscape buffers. The western perimeter didn't have a specific landscape buffer width with the original plan. The proposed plan calls for a uniform eight-foot wide perimeter landscape buffer along the western perimeter adjacent to the recently completed flood control canal.

Parking was identified as an issue during the original approval process, with 343 spaces proposed. City Council placed a condition on the original site plan to limit the number of parking spaces to 100 for the entire project. The new proposal adheres to this requirement, but also provides an undeveloped parking area on the south end of the project for future spaces should parking become constrained as each phase is completed.

The Multi Use Transportation Trail will be installed along Rainbow Boulevard during Phase I and along Grand Teton Drive during Phase II with decomposed granite. During Phase 6, the entire length of the Multi Use Transportation Trail fronting the project will be completed to the 2020 Master Plan Transportation Trail Element standards.

Overall, the project is an improvement over the previously approved site plan. All of the community's original concerns are now addressed, additional landscaping is being provided and the scale of the project has been reduced to better reflect the character of the area. For these reasons, staff recommends approval of all three applications.

FINDINGS (SDR-40980)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The nine, one-story residential buildings on a campus-like setting is a compatible fit for the area. The two-story multi-purpose community center has been moved closer to the Grand Teton frontage with a new one-story educational/employment center anchoring the northwest portion of the parcel. A small medical building is located among the residential structures. The overall project has been reduced by 18,175 square feet and is compatible with development in the area.

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 project is consistent with the New Vista Community Master Development Plan and Development Standards as modified.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

The site gains primary access from Grand Teton Drive, a 120-foot Parkway Arterial, after completion of Phase 6. This street will provide adequate access to and from the proposed development. A second point of ingress/egress is provided from Rainbow Boulevard up until Phase 5, after which this driveway will be for emergency access only.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials will include stucco and stone. These materials are appropriate for the area and the City of Las Vegas. Landscape materials will include trees and shrubs that meet City of Las Vegas requirements.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   Building elevations show the one-story structures with a maximum height of 24 feet with the community center being 42 feet high. The architectural design is intended to be reminiscent of the "Colorado Rockies" area. The design of the project will be aesthetically pleasing for the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development would not endanger the public health or the general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 1,691 (By City Clerk)

APPROVALS 17

PROTESTS 6

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: MOD-41437 APN: 125-15-501-002

Name of Property Owner: NEW VISTA RANCH INC.

Name of Applicant: NEW VISTA RANCH INC.

Name of Representative: CHRIS KAEMPFER

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: KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 23rd day of March, 2011

_____

Notary Public in and for said County and State

ALEVA L. H. WALKER
Notary Public State of Nevada
No. 06-107463-1
My Appt. Exp. July 5, 2014

RECEIVED
APR 13 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: NEW VISTA COMMUNITY

Project Address (Location) 7875 N. RAINBOW BLVD.

Project Name NEW VISTA COMM-ASST'D LIVING/CMM & REC CTR/EDU & EMPLO **Proposed Use** HOUSING & SUPPORT FACILITY MR/DD POP.

Assessor's Parcel #(s) 125-15-501-002 **Ward #**

General Plan: existing PCD proposed PCD **Zoning:** existing PD proposed PD

Commercial Square Footage 123,850 S.F. **Floor Area Ratio** 16.0%

Gross Acres 15.0 **Lots/Units** 78 **Density** 5.2/ACRE

Additional Information SEE JUSTIFICATION LETTER FOR MAJOR MODIFICATION

PROPERTY OWNER NEW VISTA RANCH INC. **Contact** KELLY DEGUZMAN, CEO

Address P.O. BOX 80025 **Phone:** (702) 457-4577 **Fax:** (702) 457-1422

City LAS VEGAS **State** NV **Zip** 89180

E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

APPLICANT NEW VISTA RANCH INC. **Contact** KELLY DEGUZMAN, CEO

Address P.O. BOX 80025 **Phone:** (702) 457-4577 **Fax:** (702) 457-1422

City LAS VEGAS **State** NV **Zip** 89180

E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

REPRESENTATIVE CHRIS KAEMPFER/JOHN BURKE **Contact** KCRG&F/JOHN BURKE ARCHITECT

Address 8345 W. SUNSET RD. #250/3471 W. OQUENDO RD. #301 **Phone:** 792-7000 876-4863 **Fax:** 796-7181 876-9355

City LAS VEGAS **State** NV **Zip** 89113/89118

E-mail Address INFO@KCNVLAW.COM/JBURKE@JBURKEARCHITECT.COM

Property Owner Signature* Kelly DeGuzman

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 23rd day of March, 20 11.

Aleva L. H. Walker

Notary Public in and for said County and State

ALEVA L. H. WALKER
Notary Public State of Nevada
No. 06-107463-1
My Appt. Exp. July 5, 2014

Revised 10/27/08

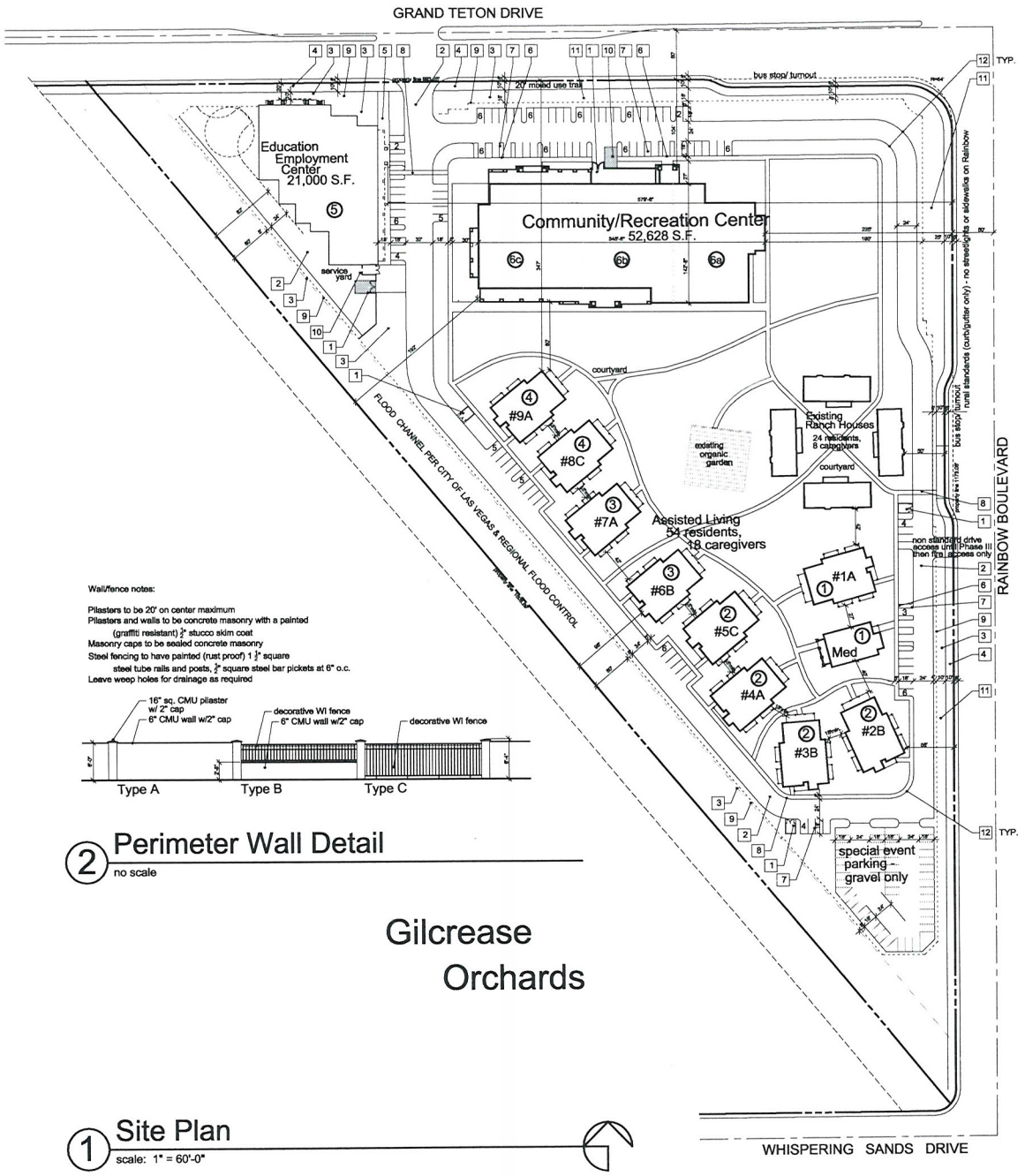
FOR DEPARTMENT USE ONLY

Case #	MOD-41437
Meeting Date:	5/19/11
Total Fee:	$1,000
Date Received:*	4/13/11
Received By:	Bus

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

RECEIVED
APR 13 2011



Wall/fence notes:

Pilasters to be 20' on center maximum
Pilasters and walls to be concrete masonry with a painted (graffiti resistant) ½" stucco skim coat
Masonry caps to be sealed concrete masonry
Steel fencing to have painted (rust proof) 1 ½" square steel tube rails and posts, ½" square steel bar pickets at 6" o.c.
Leave weep holes for drainage as required

2 Perimeter Wall Detail
no scale

1 Site Plan
scale: 1" = 60'-0"

project data

EXISTING ZONING:	GP-L/PD ZONING
REQUIRED ZONING:	GP-L/PD ZONING
EXISTING USE:	RESIDENTIAL HOUSING
PROPOSED USE:	ASSISTED LIVING/ COMMUNITY RECREATIONAL CENTER EDUCATIONAL EMPLOYMENT CENTER

AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	36,630 S.F.
MEDICAL FACILITY:	
EXISTING RESIDENTIAL HOUSING:	
COMMUNITY REC. CENTER:	52,628 S.F.
EDUCATION EMPLOYMENT CENTER	21,000 S.F.
TOTAL BUILDING AREA:	122,557 S.F.

PARKING SUMMARY:

	FACTOR	PKG. REQ.
ASSITED LIVING APARTMENTS:	1/UNIT+1 GUEST/5 UNITS	11
EXISTING RESIDENTIAL HOUSING:	2/UNIT	8
COMMUNITY REC. CENTER:	1/200 GFA	264
EDUCATION EMPLOYMENT CENTER	1/250 GFA	84
TOTAL PARKING REQUIRED:		367

PARKING PROVIDED:	100 STANDARD SPACES (PER CITY OF LAS VEGAS CONDITIONS OF APPROVAL)
TOTAL SITE AREA:	655,314 S.F. (15.05 A.C.) - net 775,989 S.F. (17.81 A.C.) - gross
F.A.R. (FLOOR AREA RATIO):	15.8 %
DENSITY:	5.2 RESIDENTS/ACRE 0.87 UNITS/ACRE

APN#: 125-155-01-002

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MAY 25 2011

keynotes

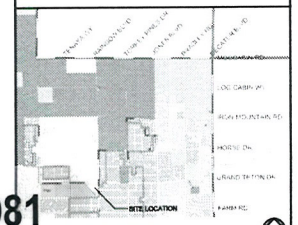
#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE w/ PAIR OF STEEL TUBE GATES w/ STAMPED METAL BACKING & LIFT PIN LOCK/LATCH
2	2" A.C. PAVING
3	LANDSCAPED AREA
4	MULTIUSE TRANSPORTATION TRAIL
5	4" CONCRETE SIDEWALK W/ROCKSALT FINISH
6	FLUSH OUT SIDEWALK WITH PAVING FOR HANDICAP ACCESS
7	HANDICAP ACCESS AISLE
8	HANDICAP ACCESSIBLE ROUTE
9	DECO 6' CMU/METAL FENCE/WALL - SEE 2/A1
10	15' x 25' LOADING ZONE
11	INTENSE LANDSCAPE BUFFER
12	28' INSIDE, 52' OUTSIDE DRIVE RADII

City of Las Vegas

CENTENNIAL HILLS
Interlocal Land Use Plan

City Land Use Categories

County Land Use Categories



MOD-41437 ROC-40981
SDR-40980 REVISED

drawings & specifications of this architect remain solely his property. They are to be used only for the project for which they used were produced until sealed, signed, & dated, they are not fine or valid. Any use or reproduction of these documents without the written consent of the architect is prohibited.
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John David Burke, Architect

revisions

date	description

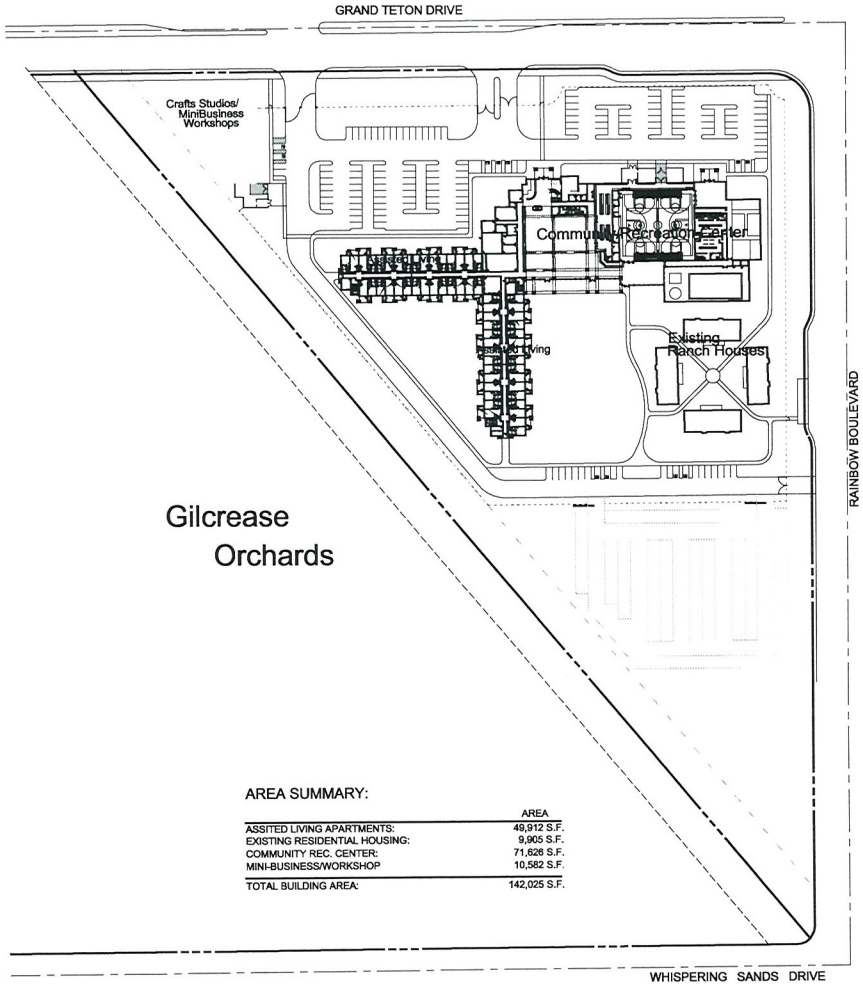
jdB architect

John David Burke, Architect, 5471 West Oquendo Road, #301, Las Vegas, NV 89118 (702)878-4883, jburke@jdbarchitect.com

New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	5/24/11
proj. no.	2010-49
drwn. by	
chkd. by	

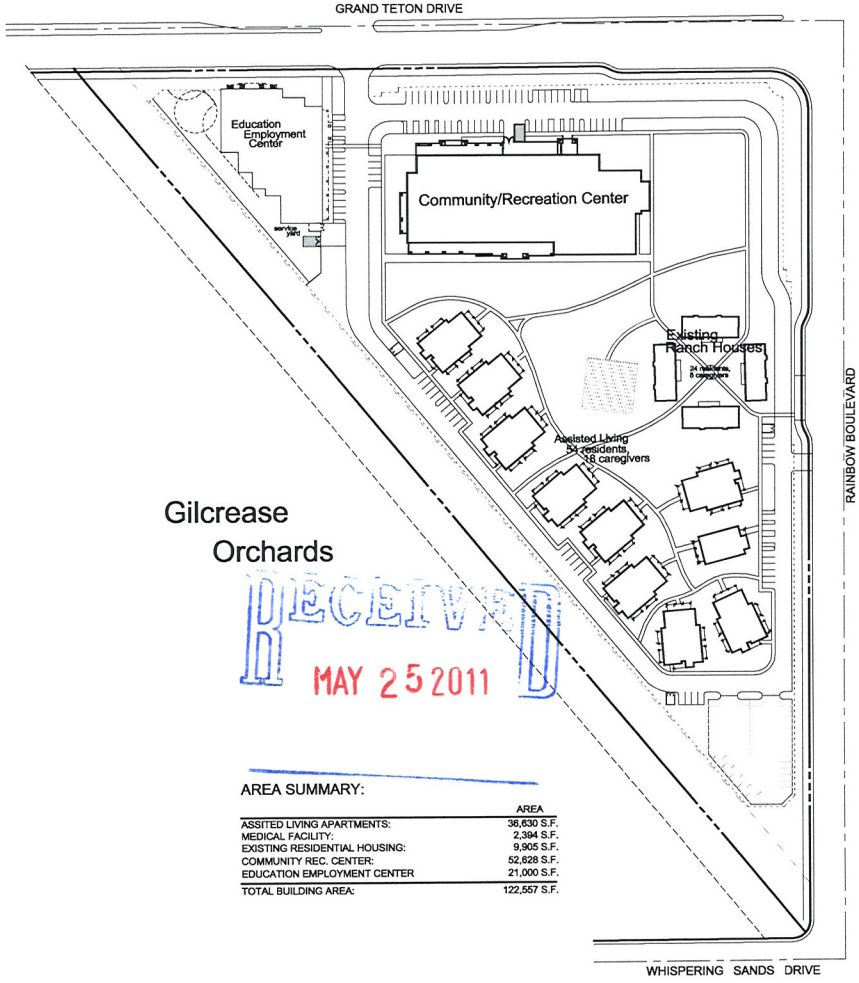
sheet no. A1



AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	49,912 S.F.
EXISTING RESIDENTIAL HOUSING:	9,905 S.F.
COMMUNITY REC. CENTER:	71,626 S.F.
MINI-BUSINESS/WORKSHOP	10,582 S.F.
TOTAL BUILDING AREA:	142,025 S.F.

2 Site Plan (previously approved)
no scale



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AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	36,630 S.F.
MEDICAL FACILITY:	2,394 S.F.
EXISTING RESIDENTIAL HOUSING:	9,905 S.F.
COMMUNITY REC. CENTER:	52,628 S.F.
EDUCATION EMPLOYMENT CENTER	21,000 S.F.
TOTAL BUILDING AREA:	122,557 S.F.

1 Site Plan (proposed)
no scale

MOD-41437 ROC-40981
SDR-40980 REVISED

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date description

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New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	5/24/11
proj. no.	2010-49
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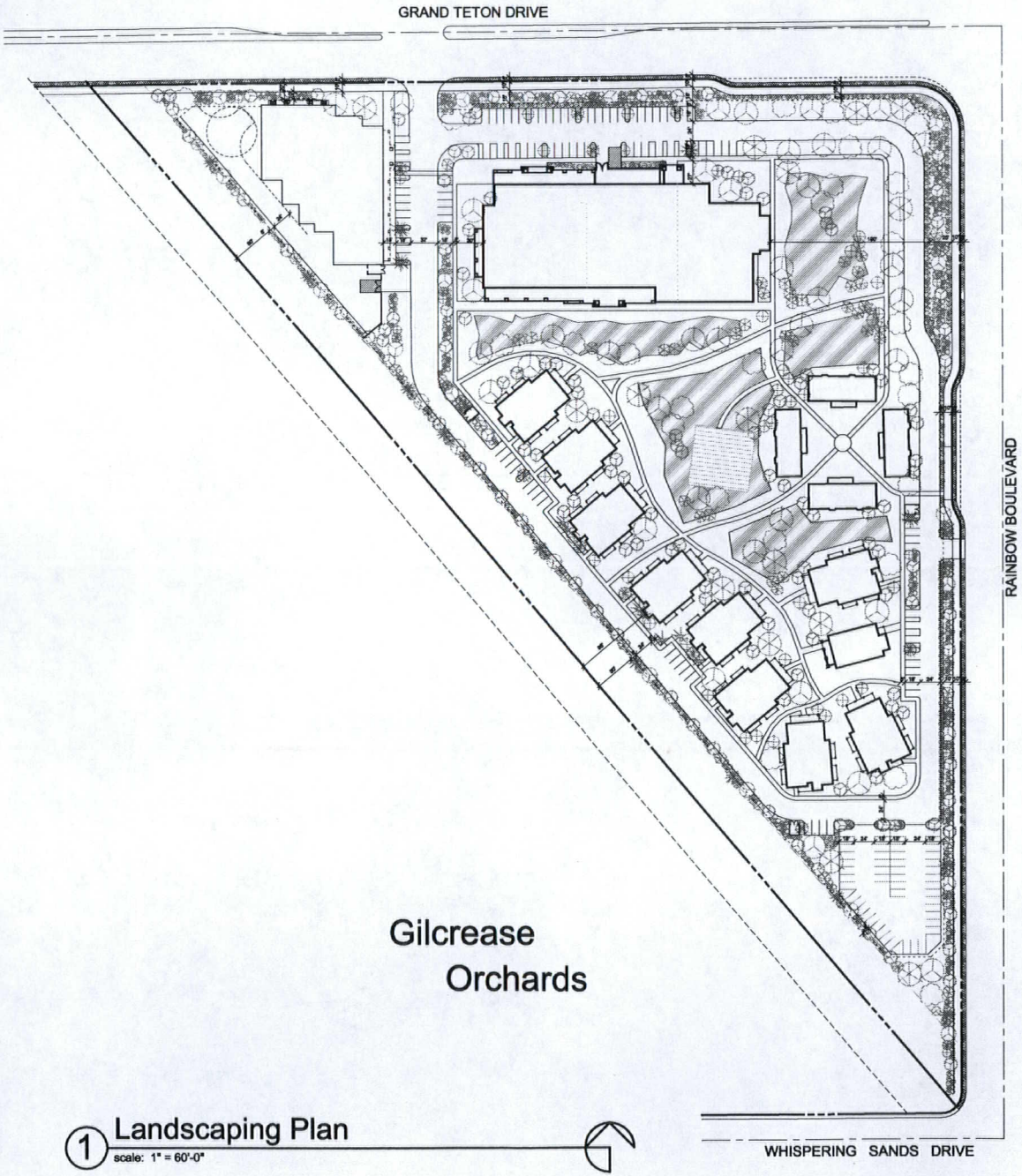

1 Landscaping Plan
scale: 1" = 60'-0"

landscape legend

SYMBOL	LARGE TREES	TYPE	SIZE
	SHADEMASTER HONEY LOCUST Gleditsia	LARGE DECIDUOUS	24" box
	MEXICAN PALO VERDE Parkinsonia	MEDIUM EVERGREEN	15 gallon
	CHITALPA	LARGE DECIDUOUS	24" box
	MESQUITE Prosopis	LARGE EVERGREEN	24" box
	CALIFORNIA PEPPER Schinus	MEDIUM EVERGREEN	15 gallon
	BLUE PALO VERDE Cercidium floridum	MEDIUM EVERGREEN	24" box
	SWEET ACACIA Acacia smalii	MEDIUM EVERGREEN	24" box
	SHOESTRING ACACIA Acacia Stenophylla	MEDIUM EVERGREEN	15 gallon
	CHASTE TREE Vitex	MEDIUM EVERGREEN	15 gallon
	AFRICAN SUMAC Rhus lancea	MEDIUM EVERGREEN	24" BOX

SYMBOL	SHRUBS	SIZE
	EVERGREEN EUONYMOUS Euonymous japonica	5 GAL
	COMMON WINTER CREEPER Euonymous fortunei	5 GAL
	TEXAS RANGER Leucophyllum Frutescens	5 GAL
	FEATHERY CASSIAS Cassia artemisioides	5 GAL

SYMBOL	GROUND COVER	
	MEXICAN PRIMROSE Oenothera berlandieri	1 GAL @ 18" o.c.a.w.
	HYBRID GAZANIA Gazania hybridus	1 GAL @ 18" o.c.a.w.
	DWARF COYOTE BRUSH Baccharis pilularis 'Centennial'	1 GAL @ 18" o.c.a.w.
	Native Desertscape	

NOTE: ALL INORGANIC LANDSCAPE GROUND COVER TO BE MATCH THE LANDSCAPE GRAVEL OF THE ADJACENT LOT

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date description

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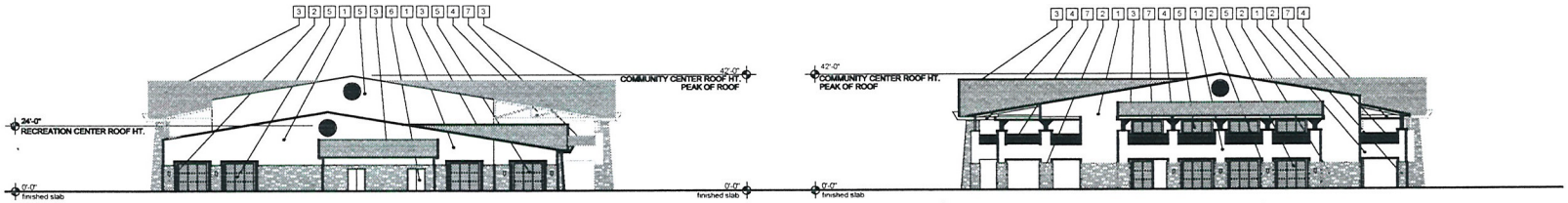
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	06/11
proj. no.	2010-48
drwn. by	
chkd. by	
sheet no.	A1L

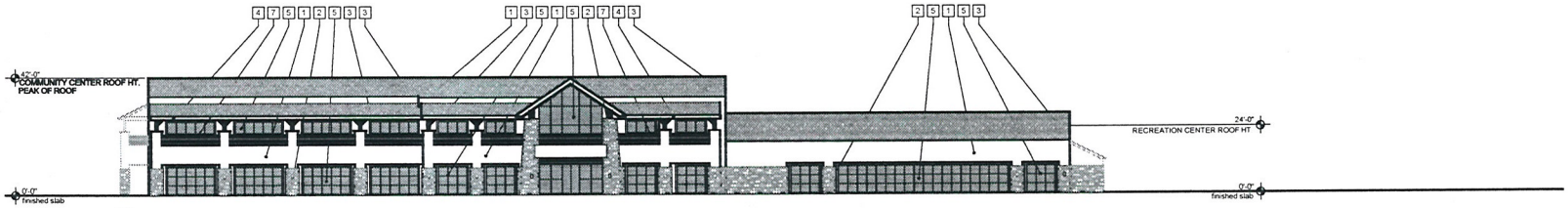
keynotes

#	description
1	STUCCO FINISH
2	STONE VENEER
3	CONCRETE ROOF TILE
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	WOOD RAILING
8	SIGNAGE - BY OTHERS
9	PAIR OF STEEL TUBE GATES WITH STAMPED METAL BACKING AND LIFT PIN LOCK/LATCH

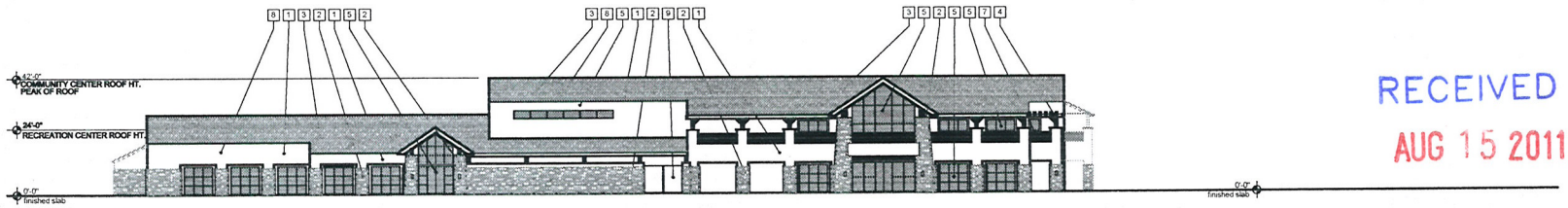


east

west



south



north

1 conceptual elevations

SCALE: 1" = 20'-0"

Community/Recreation Center

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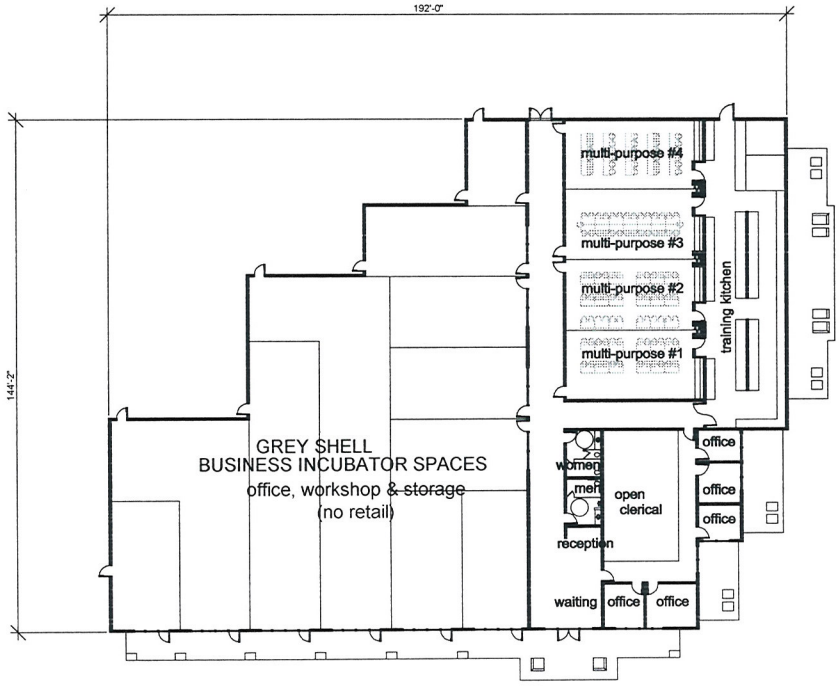
New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	8/2/11
proj. no.	2010-49
drwn. by	
chkd. by	

sheet no. A4

keynotes

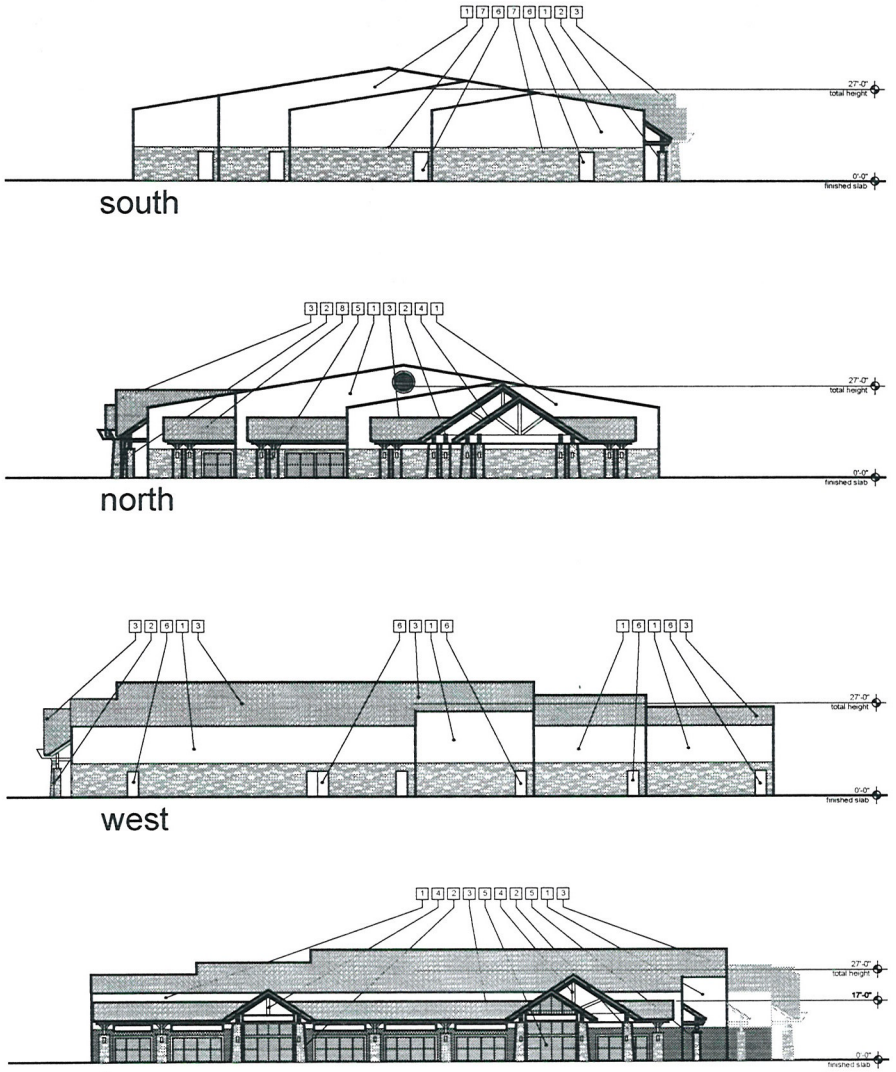
#	description
1	STUCCO FINISH
2	STONE VENEER
3	CONCRETE ROOF TILE
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	ROLL-UP DOOR
8	SIGNAGE - BY OTHERS



2 floor plan employment & educational Center

SCALE: 1/16" = 1'-0"

21,000 s.f.



1 elevations

SCALE: 1/16" = 1'-0"

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& SDR-40980 - REVISED

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date	description

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New Vista Community

Assisted Living Residential Units

Community & Recreational Center

Education & Employment Center

City of Las Vegas Nevada

date	8/2/11
proj. no.	2010-89
drwn by	
chkd by	

A6

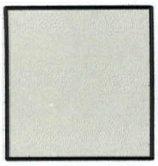
COLOR/MATERIALS BOARD



(A) stucco dark field:
Frazee - CL 2676A 'Tia Maria'



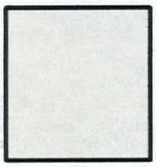
(F) storefront framing:
ab-4 medium bronze



(B) stucco medium field:
Frazee - CL 2674M 'Storm Bay'



(G) glazing:
PPG - 'Solarcool' bronze reflective



(C) stucco light field:
Frazee - CL 2622W 'Stones Throw'



(H) cultured stone veneer:
Eldorado Stone - Mountain Ledge
'Bitteroot'



(D) trim:
Frazee - CL 2677N 'Espresso'



(J) roof tile:
MonierLifetile - 1MDCL5001
'Mountainwood'



(E) sconces & signage:
Frazee - CL 3004M 'Bonjour'



(K) standing seam metal roof:
Berridge - Zee-Lock
'Aged Bronze'

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FEB 16 2011

New Vista Community

Assited Living Residential Units
Community & Recreational Center
Education & Employment Center

City of Las Vegas Nevada

MOD-41437 ROC-40981
SDR-40980 REVISED

jdB architect

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MOD-41437 - APPLICANT/OWNER: NEW VISTA RANCH INC.
7875 NORTH RAINBOW BOULEVARD

06/2/11



MOD-41437 - APPLICANT/OWNER: NEW VISTA RANCH INC.
7875 NORTH RAINBOW BOULEVARD

06/2/11

New Vista Community Master Development Plan And Developments Standards

May 24, 2011

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MAY 25 2011

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SDR-40980 REVISED

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1.0 Overview

1.1 Purpose

The purpose of the Master Development Plan and Development Standards along with the Guidelines for this PD plan is to provide the parameters of development for the New Vista Community Project. The project is located on 15.05 net acres located at the Southwest Corner of Grand Teton and Rainbow Boulevard in the City of Las Vegas. In 2007, New Vista submitted a development plan that reflected its desire to develop the charities property. At the time, the property was zoned U (Undeveloped) with a General Plan designation of DR (Desert Rural). Based upon the proposed plan, the City of Las Vegas approved a General Plan Amendment, GPA-16578, a Zone Change ZON-16580, and a Site Development Review, SDR-16581 with the zoning approved to PD (Planned Development) and a General Plan Amendment to PCD.

2.0 PD District

2.1 Intent of PD District

The Intent of the Planned Development District (PD) is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment, or to provide a single purpose or multi-use planned development. The rezoning of property to the PD District may be deemed appropriate if the development proposed for the District can accomplish one or more of the following goals:

1. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

2. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.

3. Providing for flexibility in the distribution of land uses, in the density of development, and in other matters typically regulated in zoning districts.

4. Providing for cultural, civic, educational, medical, religious or recreational facilities, or any combination thereof, in a planned or a unique setting and design.

5. Providing for the redevelopment of areas where depreciation of any type has occurred.

6. Providing for the revitalization of designated areas.

7. Promoting or allowing development to occur in accordance with a uniform set of standards, which reflect the specific circumstances of the site.

8. Avoiding premature or inappropriate development that would result in incompatible uses or would create traffic and public service demands that exceed the capacity of existing or planned facilities.

9. Encouraging area sensitive site planning and design.

10. Contributing to the health, safety and general welfare of the community and providing development, which is compatible with the City's goals and objectives.

2.2 Minimum Site Area

The minimum site area for Planned Development District is five acres, except that the City Council may waive this requirement when the proper planning justification is shown. The boundary of the New Vista Community Project is 15.05 net acres.

3.0 New Vista Community Planned Development (PD)

3.1 History and Background

The New Vista Community was started back in the mid-eighties to provide for the needs of the adult intellectually challenged. The concept was to provide facilities and residential opportunities for its beneficiaries (hereinafter referred to as residents) to live and work independently and be a part of the general community. In the late eighties, New Vista was - donated 15 acres by the Gilcrease family in what was then Clark County. To date, with volunteer work and donations, four "ranch houses" have been built on this property. Each "ranch house" provides six adult residents with room and board and the supervision -by a non-handicapped caretaker couple. New Vista Community has evolved over the past twenty years, to the point where the concept is now to also take care of the more senior segment of the intellectually challenged population by providing opportunities and support so they may experience life to the fullest..

3.2 Proposed Project Designation

Initially, the New Vista parcel was zoned RE with the proper use permits in unincorporated Clark County. Now that the land has been annexed into the City of Las Vegas, the property has been rezoned as a Planned Development with an approved Site Development Review. -. To achieve the goals and uses that are hereby proposed, a review of conditions for the approved SDR and Zoning Conditions is being requested.

3.3 Site Boundary

The boundaries of the New Vista Community, for which these guidelines are written, are described in Exhibit 8.A.

3.4 Permitted Uses and Standards

As defined in Chapter 19.06.050 Special Purpose and Overlay Districts PD Planned Development District. Any combination of residential, commercial, industrial or public uses may be permitted within a specific Planned Development Plan for that district. The uses to be permitted within the district must be specified in the adopted Master Development Plan for the district.

Planned Uses:

In the development of these facilities, New Vista Community's goal is to provide a portion of the adult intellectually challenged population a place to live and enjoy a positive lifestyle which to the fullest extent possible
" ...assure(s) equality of opportunity, full participation, independent living and economic self-sufficiency..."[1]. These facilities must provide an array of activities and services that will promote:

1. More independent functioning of the residents within a professionally supervised setting
2. More opportunity for the residents to enjoy interaction with other residents within the New Vista community.
3. "...cultural, civic, educational, medical....recreational..." fulfillment of the New Vista residents.

To achieve these goals, the following uses are proposed:

1. Allow existing residential facilities that provide living quarters for adult intellectually challenged residents and their supervising caregivers.
2. Allow new assisted living apartments for senior intellectually challenged residents
3. Allow offices for the administration of the New Vista community
4. Allow offices for professional medical care limited to:
    a. Monitoring of the health and welfare of the residents
    b. Minor medical care of the residents

c. Provide Occupational and Physical Therapy for the residents
d. Administration of the medical care facilities.

[1] Public Law 101-336, The Americans with Disabilities Act of 1990 (As Amended July 26, 1990), Section 2. Findings and Purposes, item 8.

5. Allow workshops to promote the training of the residents of New Vista in skills including, but not limited to:
   a. Arts and crafts
   b. Painting
   c. Woodworking
   d. Ceramics
   e. Sculpture
   f. Stained Glass
   g. Jewelry
6. Allow central dining/banquet facilities
7. Allow recreational facilities including, but not limited to:
   a. Community Center
   b. Gymnasium
   c. Pool and spa
   d. Fitness/aerobics

The new facilities are for the use of New Vista Community, its members [2] and its residents and are not open to the general public. The new facility shall not have retail sales and the intention of the ***"Education/Employment Center"*** is to encourage the development of the residents' skills so that they might start businesses in other office locations. Any products produced by such "businesses" would be offered for sale at an appropriate offsite commercial location (e.g., the New Vista thrift store at *5220 West Charleston Boulevard*).

3.5 Special Events

New Vista Community, pursuant to their fundraising and/or social activities for their non-profit organization, may, with appropriate city approvals, hold up to sixteen (16) special events on site per year. Examples of these events include, but are not limited to the following:

1. Bachelor and bachelorette celebrity auction
2. Wine tasting gala and auction/silent auction
3. Masquerade ball and auction/silent auction
4. Special Olympics competitions
5. Golf Tournament (held off-site)

[2] members are those intellectually challenged individuals living in southern Nevada and their immediate families and guardians

3.6 Future Expansions or Alterations

Any significant revision of the plans as initially approved shall be subject to a Site Plan Development Review by the City Council at a Public Hearing. This public hearing shall require notice to all property owners within a one half mile radius of the Property, except that written notice of such public hearing shall extend south to Elkhorn Avenue. All future expansions and/or alterations shall be harmonious and compatible with the approved design.

4.0 Site Design Criteria

4.1 Building Setbacks *and Height*

	Grand Teton	*Rainbow*	*Gilcrease Orchard*
Community/ Rec Building	*100 ft.min.*	*200 ft min..*	*150 ft. min.*
Education/Employment Ctr.	*20 ft.min.*	*600 ft. min*	*70 ft. min..*
Assisted Living Buildings	*300 ft.min.*	*50 ft. min.*	*70 ft. min.*
Medical Building	*300 ft.min.*	*50 ft. min.*	*70 ft. min.*

Minimum separation between buildings to be 15 feet

Existing Ranch House Buildings to remain as built

4.2 Building Setback Exceptions

1. Underground Utilities
2. Roof Overhangs
3. Steps and sidewalks
4. Landscaping and related irrigation

5. Planter and related irrigation
6. Driveways and curb cuts

4.3 Service and Loading Areas

Service and loading area yards shall be screened from adjacent streets pursuant to Title 19.

4.4 Parking, Driveways and Circulation

1. Parking required

There shall be 100 parking spaces as stated in the Conditions of Approval for ZON-16580.

2. Handicapped Parking

The appropriate handicapped spaces shall be provided in accordance with the requirements as outlined in the City of Las Vegas Zoning Code Title 19.

3. Driveways

The existing driveway on Rainbow Boulevard shall provide access to the site in Phases I and II. In Phase III, all public access shall be from the newly constructed driveway on Grand Teton. In Phase III, the Rainbow driveway shall be crash gated and limited to fire truck emergency access only.

4.5 Signage

1. Temporary Signage

Temporary construction signs naming Builder, architect, etc, are allowed subject to the time limits of constructions and shall not exceed 32 square feet.

2. Site Signage

Monument signage naming the Project shall be provided in accordance with the requirements as outlined in the City of Las Vegas Zoning Code Title 19. The monument signs [4] will be located at the two entrances and corner of property.

[3] Landscape gravel shall be as approved by the City of Las Vegas planning staff.

[4] Monument signs are to be one hundred twenty square feet in area maximum, 6 feet high maximum, and if illuminated shall not have exposed neon.

4.6 Landscaping

All landscaping shall be in accordance with the requirements of Title 19.

4.7 Fences and Walls

All fences and walls shall be in accordance with the Title 19 and the Landscape Wall Caps and Buffer Guidelines.

4.8 Streetscape

1. *Grand Teton street frontage to be as per Exhibit 6.j. "Multi-use Transportation Trail"*
2. *Rainbow Boulevard street frontage to be as per Exhibit 6.j. "Multi-use Transportation Trail"*

4.9 Transportation Plan and Traffic Impact Analysis

Pursuant to Title 19.06.050B.(1), the site plan depicts the transportation plan. The site is located on the southwest corner of the intersection between two major streets. See Exhibit 6h for the Traffic Impact Analysis. Due to the fact that the residents of the property do not own or drive vehicles, the conclusions of the traffic study that the development of the site will not generate a significant amount to traffic to the surrounding roadways are reasonable. New Vista has agreed that it will participate in future warranted offsite improvements if required by the City of Las Vegas Public Works.

4.10 Preliminary Drainage Analysis

With the assistance of New Vista, the City of Las Vegas and the Clark County Regional Flood Control District, these agencies have just completed the constructed a new drainage structure on the west side of the New Vista site. This structure collects and conveys floodwaters from Grand Teton and ties into a recently constructed storm water system for Rainbow Boulevard at its south

terminus. New Vista's Civil engineers are proposing to tie the on-site and offsite drainage into this storm water system subject to City of Las Vegas and the Clark County Regional Flood Control District approvals.

5.0 Architectural Design Criteria

5.1 Purpose

The design objective of the architectural criteria is to establish the parameters and theme for creating a uniform Architectural character comparable with the surrounding planned communities. To this end, all building elevations shall be residential in character.

5.2 Style

The architectural character of the New Vista Community project is intended to be "Western" in design with architectural detail reminiscent of the Colorado Rockies and appropriate to a planned community development.

5.3 Building Height

The building heights shall be:

1. The maximum height for any building on the site shall not exceed 42 feet
2. The maximum height for those buildings fronting Rainbow Boulevard shall not exceed 24 feet
3. The maximum height of the Education Employment Center shall not exceed 27 feet.
4. The maximum height of the Assisted Living Units not exceed 24 feet.
5. The maximum height of the Medical Building shall not exceed 24 feet.

5.4 Mechanical Equipment / Trash Area Screening

Exterior mechanical equipment, whether roof or ground mounted, shall be screened on all sides in a manner aesthetically compatible with the architectural design of the buildings. Trash enclosures shall be aesthetically compatible with the architectural design of the buildings.

5.5 Building Materials and Finishes

1.	Exterior Walls:	Stucco/*EIFS*, Stone veneer, Painted concrete tilt-up walls, Split face masonry
2.	Glazing:	*R*eflective (22% max. reflectivity) *or* tinted glass
3.	Roofing:	Existing sloped roof s are to remain as is New *low rise* sloped roofs to be concrete tile

EEC and Community/Rec Building sloped roofs are to be architectural grade standing seam metal. New flat roofs are to be built-up roofing

5.6 Exterior Lighting

1. The design objective for the lighting criteria is to provide safe, functional lighting in an aesthetically pleasing manner.
2. Area Illumination is to provide for entry areas and other people-gathering places. On-site lighting not permitted to shine offsite
3. Street lighting on Grand Teton only (if permitted by the City of Las Vegas)
4. Area illumination for the parking lot to be 20 feet maximum and shall be downcasting shoe box fixtures mounted on pole standards.
5. Service area lighting shall be contained within the service yard boundaries.
6. Landscape lighting shall be integrated into the overall project lighting design. Proper shrubs [5] shall be incorporated into the design so as to eliminate any light pollution that might reach on the north side of Grand Teton or on the east side of Rainbow Boulevard

5.7 Exterior Colors

The intent of the exterior colors is to create a desert responsive color palette, of warm earth tones with primary color accents which shall be considerate of the adjacent residential areas. See the color and materials board, Exhibit 8.G.

5.8 Landscape Plan

All landscaping shall be installed in accordance with a landscape plan as submitted to and approved by the City of Las Vegas planning staff prior to the issuance of building permits.

6.0 Transfer Not To Relieve New Vista of its Obligations/Rights of Assignees and Transferees

Except as expressly provided herein, no assignment or transfer of all or any portion of the Property shall relieve New Vista of its obligation hereunder and such assignment or transfer shall be subject to all the terms and conditions of this document provided further that no such assignee or transferee shall be entitled to any rights or privileges under this document or otherwise with regard to the Property or the use thereof unless such assignee or transferee assumes in writing and in full all obligations and duties of New Vista under this document and as required by the conditions of zoning approval related to and imposed with regard to GPA-16578, SDR-40980, ROC-40981 and MOD-41437.

7.0 Modification of Master Development Plan and Standards

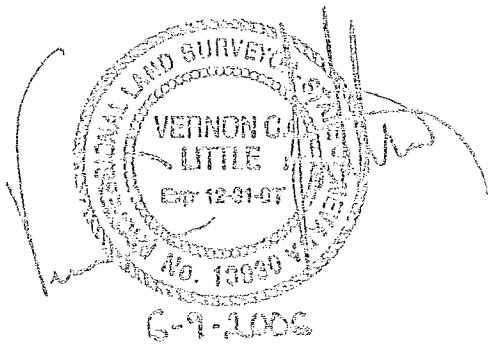
This document may be modified only in accordance with the provisions of the Las Vegas Municipal Code 19.060.050(G) and Title 19 shall govern any matter not specifically provided for in this Master Development Plan.

8.0 Exhibits

A. Legal Description
B. Land Use Map
C. *A1 – Site/Landscaping Plan*
   A1a – Phasing Plan
   A2 - Exterior Elevation – Assisted Living Buildings
   A3 – Floor Plans – Assisted Living and Medical Buildings
   Exterior elevations – Medical Building
   A4 – Exterior Elevations – Community/Recreation Center
   A5 - Floor Plans – Community/Recreation Center
   A6 – Floor Plans & Ext. Elev.'s – Education & Employment Center
D. *Multi-Use Transportation Trail Street Sections*
E. Preliminary Traffic Analysis
F. Preliminary Drainage Analysis
G. Color & Material Board

EXHIBIT A

CONSULTING ENGINEERS ◎ PLANNERS ◎ SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



W O 6730
JUNE 9, 2006
BY SP
P R BY VCL

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF GRAND TETON DRIVE AND RAINBOW BOULEVARD, FOR ZONING PURPOSES

LEGAL DESCRIPTION
ZONING

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M D M , CITY OF LAS VEGAS, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 15, SAME BEING THE CENTERLINE INTERSECTION OF RAINBOW BOULEVARD AND GRAND TETON DRIVE, THENCE SOUTH 00°17'29" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4), SAME BEING THE CENTERLINE OF RAINBOW BOULEVARD, 1302 32 FEET, THENCE SOUTH 89°55'38" WEST, DEPARTING SAID EAST LINE, 50 00 FEET, THENCE NORTH 39°50'02" WEST, 1664 71 FEET; THENCE NORTH 00°12'31" WEST, 50.00 FEET, THENCE NORTH 89°47'29" EAST, 1098.16 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF

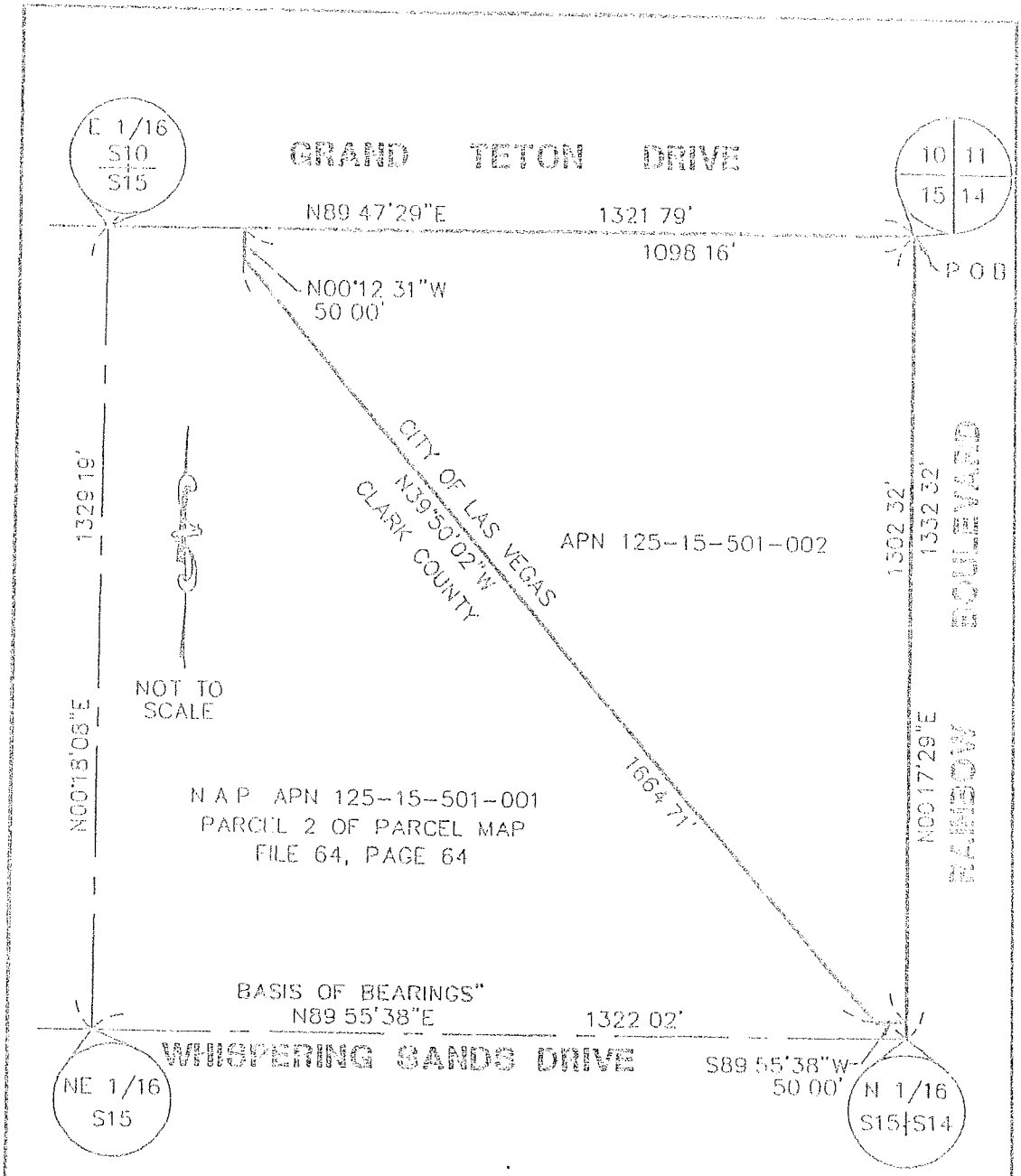
CONTAINING 17 76 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS

BASIS OF BEARINGS
NORTH 89°55'38" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 64, OF SURVEYS, PAGE 64.

NOTE: THIS LEGAL IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES

END OF DESCRIPTION

G \6730\LEGAL\LGL-ZONE doc
REF G \6730\LEGALS\6730LGL dwg (LGL-ZONE)



G:\6720\LEGAL\6720LG.DWG (LGL-ZONE)

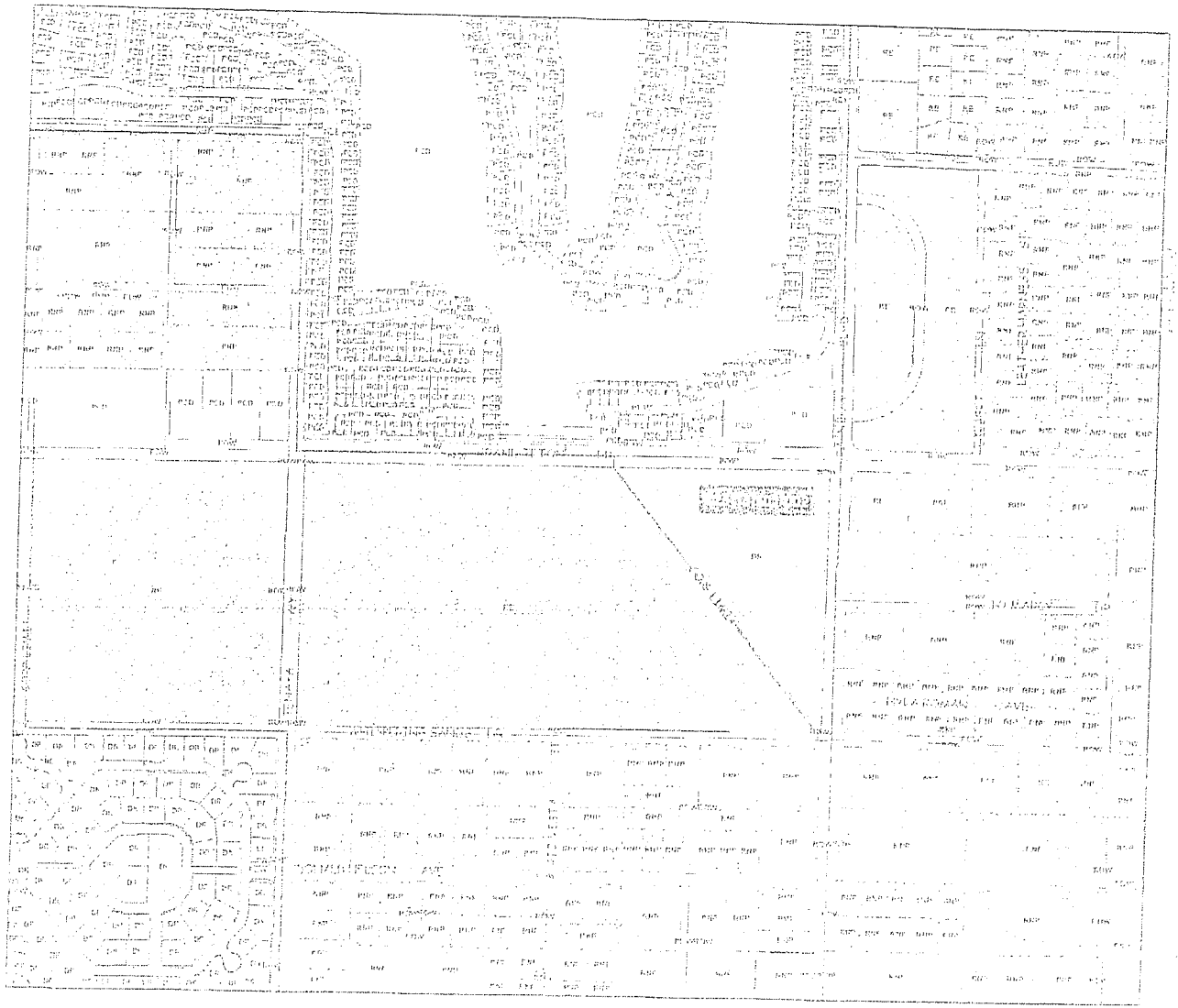
nevada
2727 S RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

ZONE LEGAL

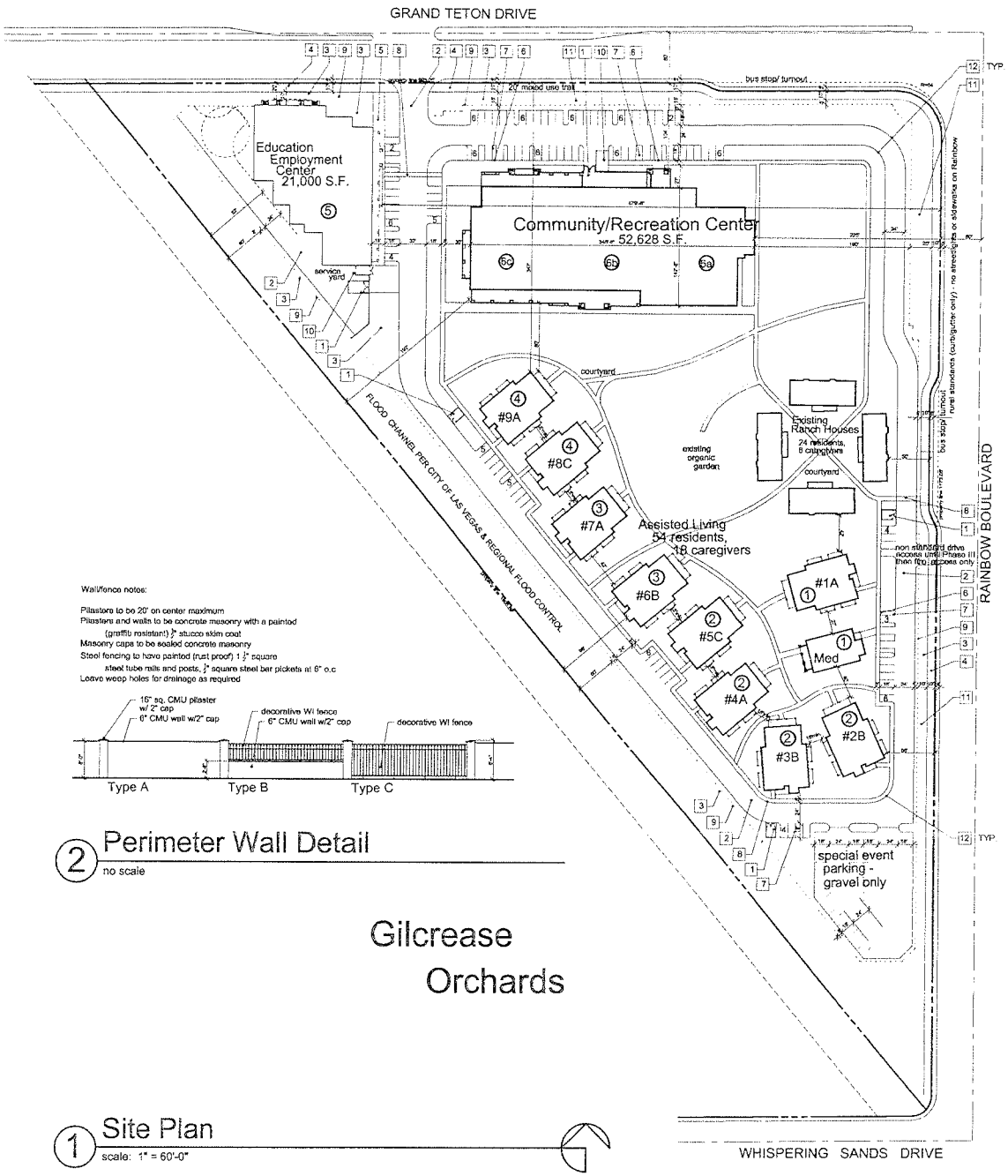
SCALE	HORZ 1"=250'
	VERT NA
W O NO	6720
DRAWN BY	SP
DATE	08/09/04
SHEET	3 OF 3

EXHIBIT B



Future Land Use Map

EXHIBIT C



Wall/fence notes:

Pilasters to be 20' on center maximum
Pilasters and walls to be concrete masonry with a painted (graffiti resistant) $\frac{1}{8}$" stucco skim coat
Masonry caps to be sealed concrete masonry
Steel fencing to have painted (rust proof) 1 $\frac{1}{2}$" square steel tube rails and posts, $\frac{3}{4}$" square steel bar pickets at 6" o.c
Leave weep holes for drainage as required

2 Perimeter Wall Detail

no scale

1 Site Plan

scale: 1" = 60'-0"

Gilcrease Orchards

project data

EXISTING ZONING	GP-L/PD ZONING
REQUIRED ZONING:	GP-L/PD ZONING
EXISTING USE	RESIDENTIAL HOUSING
PROPOSED USE.	ASSISTED LIVING/ COMMUNITY RECREATIONAL CENTER EDUCATIONAL EMPLOYMENT CENTER

AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	36,630 S.F.
MEDICAL FACILITY:	
EXISTING RESIDENTIAL HOUSING:	
COMMUNITY REC. CENTER:	52,628 S.F.
EDUCATION EMPLOYMENT CENTER	21,000 S.F.
TOTAL BUILDING AREA:	122,557 S.F.

PARKING SUMMARY:

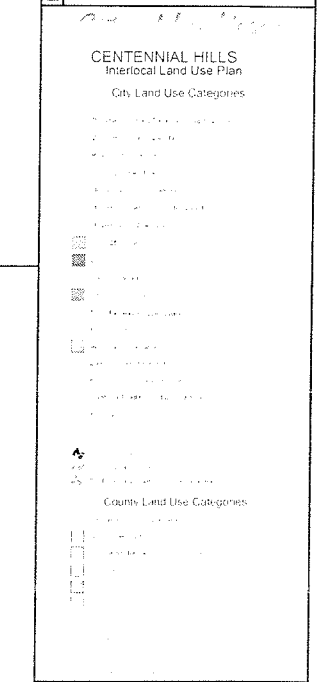
	FACTOR	PKG. REQ.
ASSITED LIVING APARTMENTS:	1/UNIT+1 GUEST/6 UNITS	11
EXISTING RESIDENTIAL HOUSING:	2/UNIT	8
COMMUNITY REC. CENTER:	1/200 GFA	264
EDUCATION EMPLOYMENT CENTER	1/250 GFA	84
TOTAL PARKING REQUIRED:		367

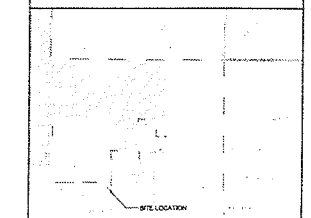
PARKING PROVIDED	190 STANDARD SPACES (PER CITY OF LAS VEGAS CONDITIONS OF APPROVAL)
TOTAL SITE AREA:	866,314 S.F. (15.06 A.C.) - net 775,989 S.F. (17.81 A.C.) - gross
F.A.R. (FLOOR AREA RATIO):	15.8 %
DENSITY:	5.2 RESIDENTS/ACRE 0.87 UNITS/ACRE

APN#: 125-155-01-002

keynotes

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE w/ PAIR OF STEEL TUBE GATES w/ STAMPED METAL BACKING & LIFT PIN LOCK&LATCH
2	3" A.C. PAVING
3	LANDSCAPED AREA - BY OTHERS
4	MULTIUSE TRANSPORTATION TRAIL
5	4" CONCRETE SIDEWALK W/ROCKSALT FINISH
6	FLUSH CUT SIDEWALK WITH PAVING FOR HANDICAP ACCESS
7	HANDICAP ACCESS AISLE
8	HANDICAP ACCESSIBLE ROUTE
9	DECO 6' CMU/METAL FENCE/WALL - SEE 2/A1
10	16' x 25' LOADING ZONE
11	INTENSE LANDSCAPE BUFFER
12	28' INSIDE, 52' OUTSIDE DRIVE RADII





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revisions	
date	description

jpa architect
John David Burns, AIA/Architect, 3317 West Sahara Road, #201, Las Vegas, NV 89102 (702)878-4561, jpa-arch@centurylink.com

New Vista Community

Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	5/24/11
proj. no.	2010-49
drwn. by	
chkd. by	

sheet no. A1



1 Phasing Plan
scale: 1" = 60'-0"

New Vista Ranch Phasing Plan:

I

1. Phase One - Build One New Residential Home and Onsite Medical Office
   a. Utilize existing access to Rainbow Boulevard. No offsite improvements to Rainbow Blvd. or Grand Teton except as noted in detail 2/A1a
   b. Construct underground utility connections to adjacent public utilities in Rainbow Boulevard.
   c. Construct non-standard multi-use trail on Rainbowl street frontage consisting of:
      -rough graded frontage for a depth of 25'
      -desert landscaping for a depth of 25' except as noted
      -construct 10' wide decomposed granite pathway per detail 2/A1a

II

2. Phase Two - Build Four (4) More Residential Homes
   a. Construct non-standard multi-use trail on Grand Tetonl street frontage

III

3. Phase Three - Build Two (2) Additional Residential Homes
   a. Construct Grand Teton improvements as indicated on the Phasing Plan.
   b. Construct onsite roadways to direct onsite vehicle circulation to the Grand Teton access point.
   c. Construct fire truck crash gate on Rainbow to restrict access

IV

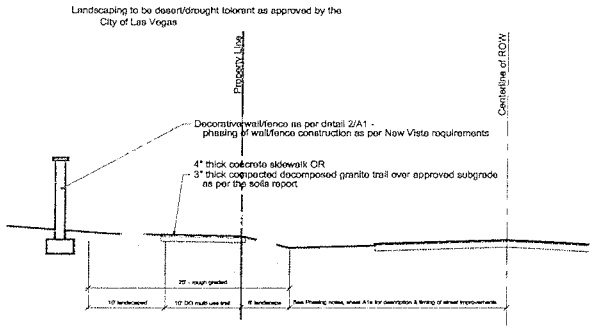
4. Phase Four - Build Two (2) Remaining Residential Homes

V

5. Phase Five - Construction of the Education & Employment Center Building
   a. Construct full offsites on Rainbow Boulevard as per approvals obtained at that point in time.

VI

6. Phase Six - Construction of the Recreation Center



2 Non-standard rural multi-use trail
no scale

revisions

jdB architect

New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	5/24/11
proj. no.	2010-49
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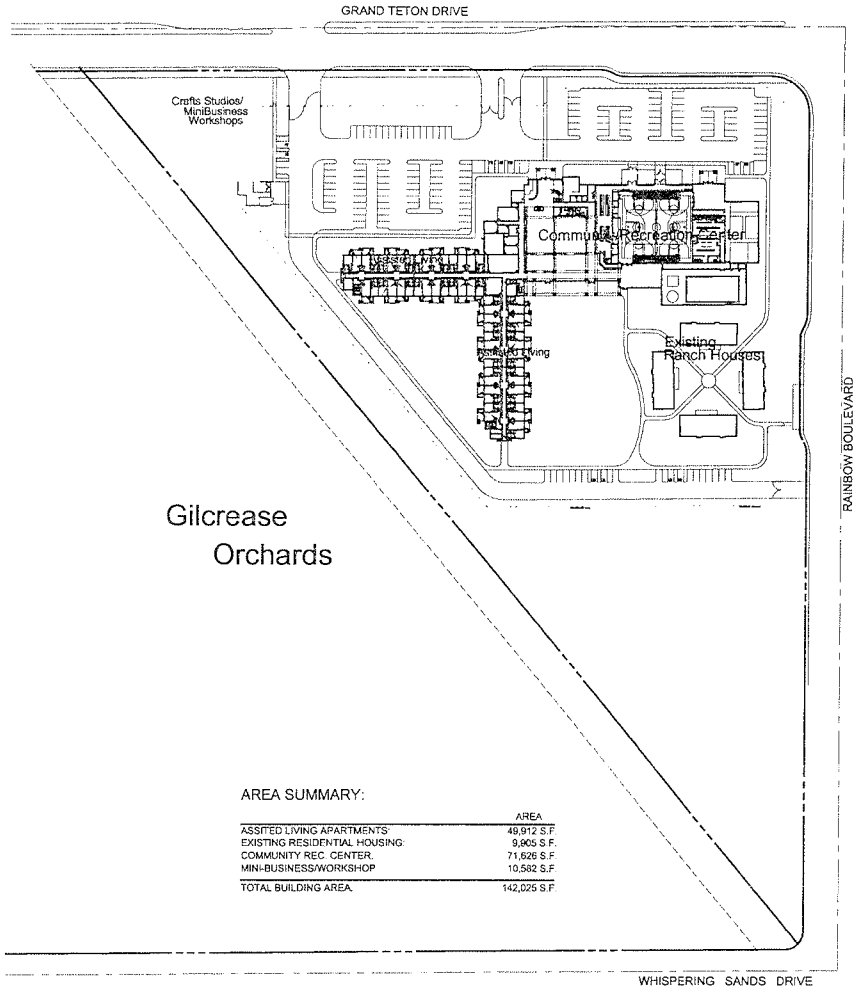
chkd. by	

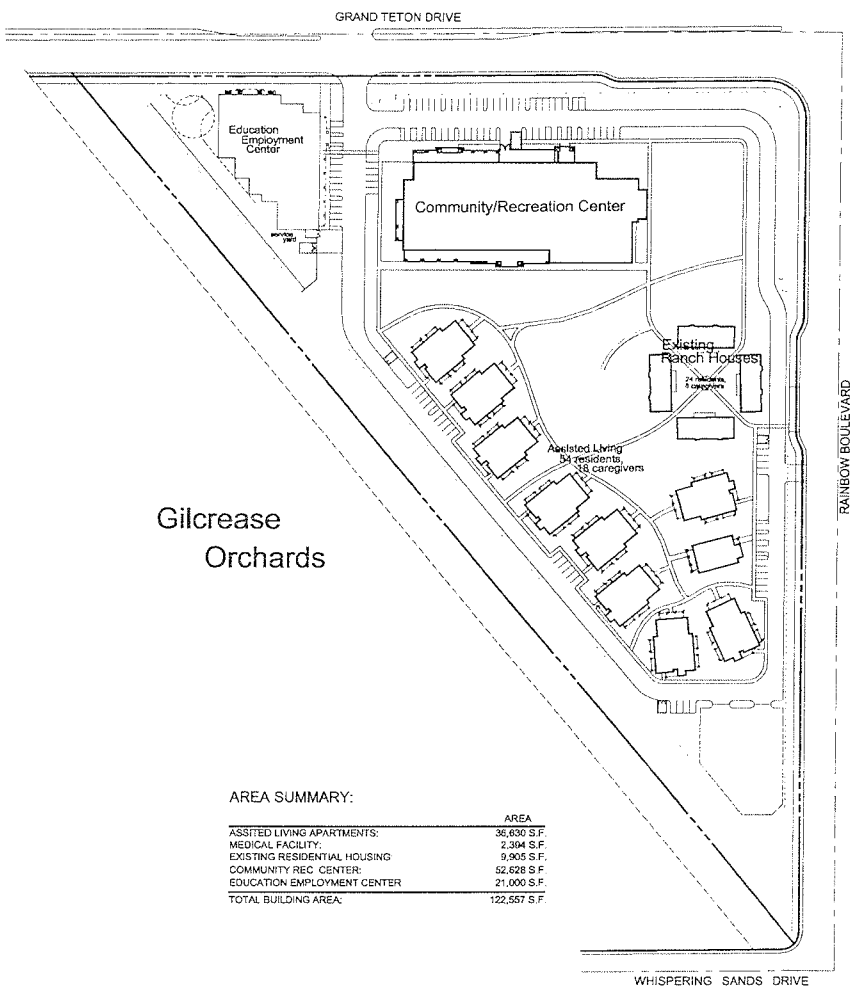
sheet no. A1a



AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	49,912 S.F.
EXISTING RESIDENTIAL HOUSING:	9,905 S.F.
COMMUNITY REC. CENTER.	71,626 S.F.
MINI-BUSINESS/WORKSHOP	10,582 S.F.
TOTAL BUILDING AREA:	142,025 S.F.

2 Site Plan (previously approved)
no scale



AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	36,630 S.F.
MEDICAL FACILITY:	2,394 S.F.
EXISTING RESIDENTIAL HOUSING	9,905 S.F.
COMMUNITY REC. CENTER:	52,628 S.F.
EDUCATION EMPLOYMENT CENTER	21,000 S.F.
TOTAL BUILDING AREA:	122,557 S.F.

1 Site Plan (proposed)
no scale

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revisions	date
Section	

jdb architect
John David Burke, Architect, 3417 West Oquendo Road #201, Las Vegas, NV 89118 (702) 873-4383, jburke@jdbarchitect.com

New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	3/24/11
proj. no	2010-49
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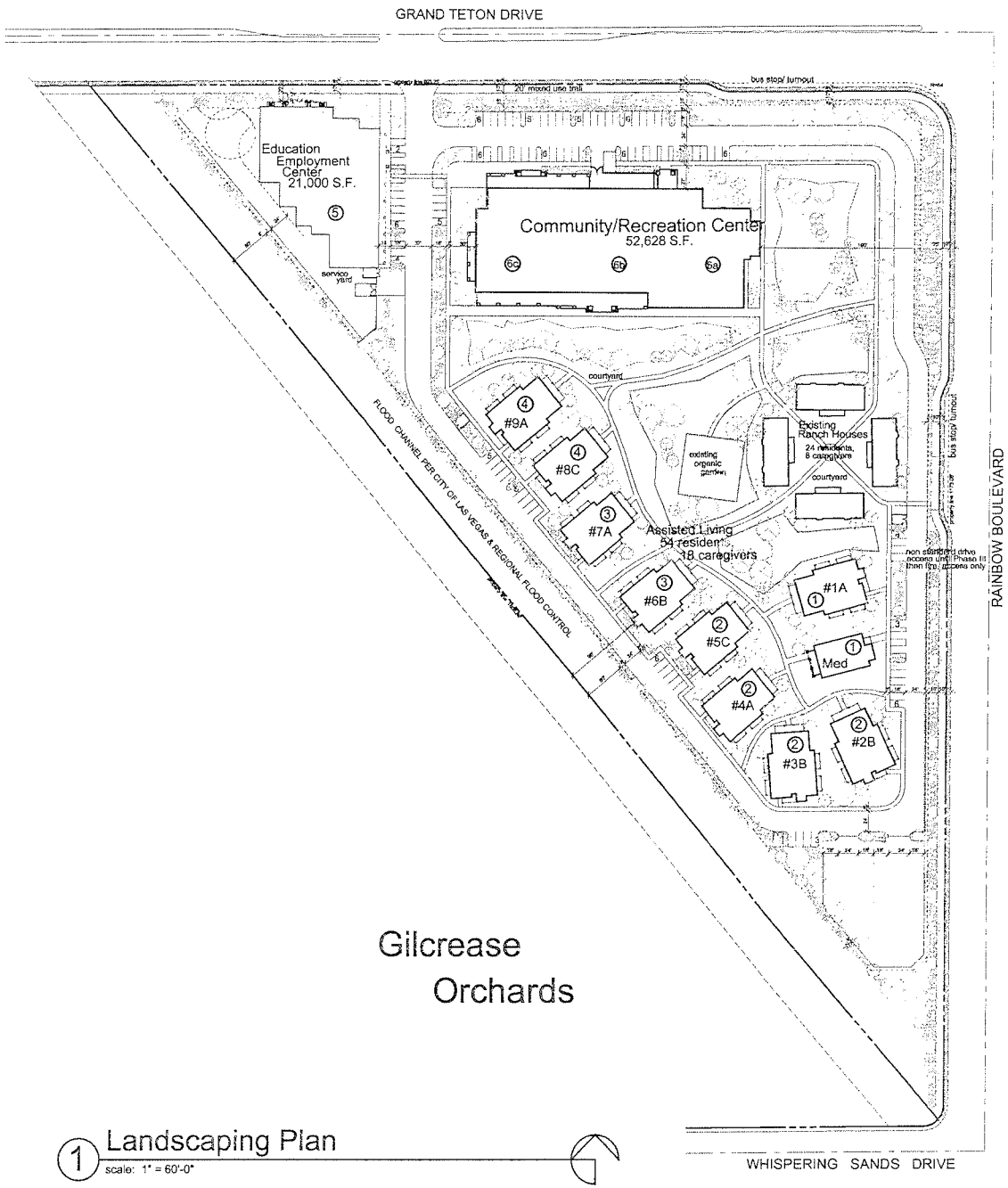
chkd. by	

sheet no A1b



1 Landscaping Plan
scale: 1" = 60'-0"

landscape legend

SYMBOL	LARGE TREES	TYPE	SIZE
	SHADEMASTER HONEY LOCUST Gleditsia	LARGE DECIDUOUS	24" box
	MEXICAN PALO VERDE Parkinsonia	MEDIUM EVERGREEN	15 gallon
	CHITALPA	LARGE DECIDUOUS	24" box
	MESQUITE Prosopis	LARGE EVERGREEN	24" box
	CALIFORNIA PEPPER Schinus	MEDIUM EVERGREEN	15 gallon
	SHOESTRING ACACIA Acacaia Stenophylla	MEDIUM EVERGREEN	15 gallon
	CHASTE TREE Vitex	MEDIUM EVERGREEN	15 gallon
	AFRICAN SUMAC Rhus lancea	LARGE EVERGREEN	24" BOX
SYMBOL	SHRUBS		SIZE
	EVERGREEN EUONYMOUS Euonymous japonica		5 GAL
	COMMON WINTER CREEPER Euonymous fortunei		5 GAL
	TEXAS RANGER Leucophyllum Frutescens		5 GAL
	FEATHERY CASSIAS Cassia artemisioides		5 GAL
SYMBOL	GROUND COVER		
	MEXICAN PRIMROSE Oenothera berlandieri		1 GAL @ 18" o.c.e.w.
	HYBRID GAZANIA Gazania hybridus		1 GAL @ 18" o.c.e.w.
	DWARF COYOTE BRUSH Baccharis pilularis "Centennial"		1 GAL @ 18" o.c.e.w
	Native Desertscape		

NOTE: ALL INORGANIC LANDSCAPE GROUND COVER TO BE MATCH THE LANDSCAPE GRAVEL OF THE ADJACENT LOT

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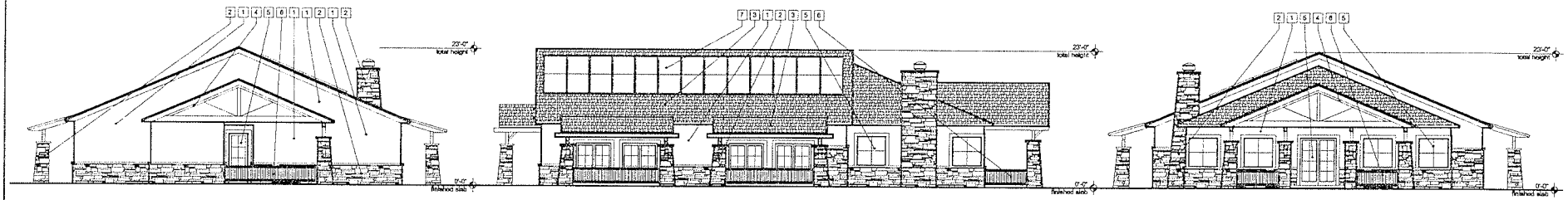
John David Burke, Architect, 3417 West Desert Inn Road, #201, Las Vegas, NV 89102 (702)876-0483, jburke@ja-architect.com

New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	5/26/11
proj. no.	2010-03
drwn. by	
chkd. by	

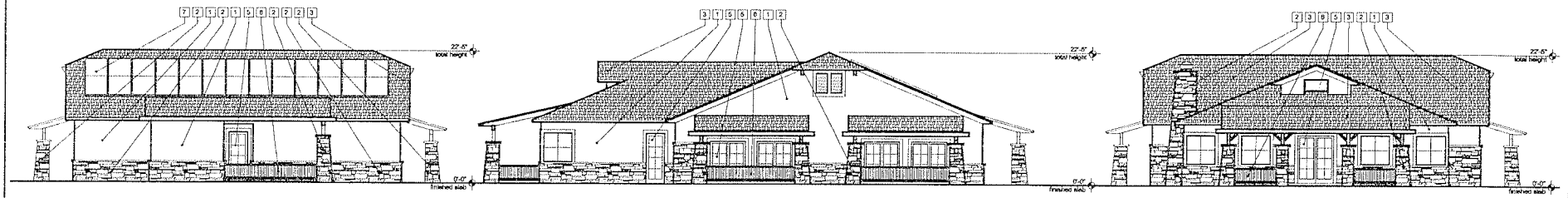
sheet no. A1L

keynotes			
#	description		
1	STUCCO FINISH	5	PELLA DOORS/WINDOWS
2	STONE VENEER	6	WOOD RAILING
3	CONCRETE ROOF TILE	7	PHOTOVOLTAIC ARRAY
4	TIMBER TRUSS		



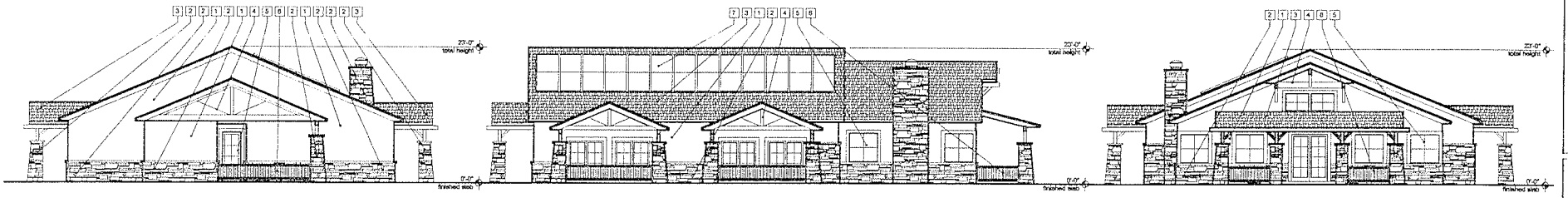
typical rear | side | front

Type C



typical rear | side | front

Type B



typical rear | side | front

Type A

1 Exterior Elevations — Assisted Living Module

revisions

no.	description	date

jd architect

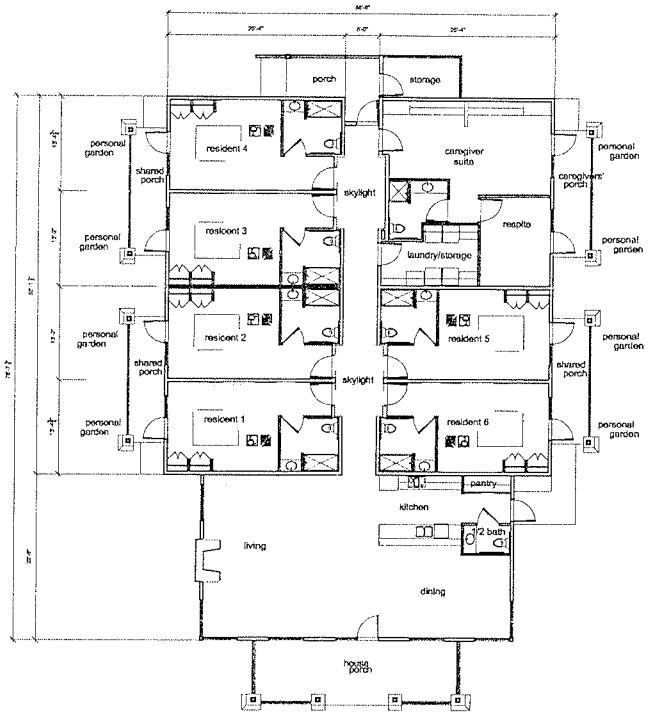
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	3/23/11
proj. no.	2010-49
drwn. by	
chkd. by	

sheet no. A2

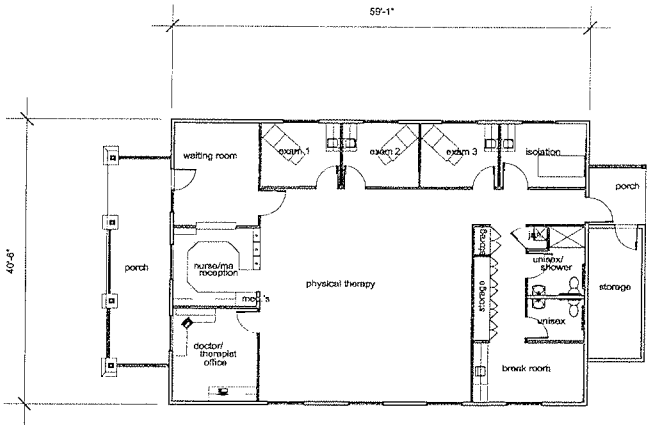
keynotes

#	description
1	STUCCO FINISH
2	STONE VENEER
3	CONCRETE ROOF TILE
4	TIMBER TRUSS
5	PELLA DOORS/WINDOWS
6	WOOD RAILING
7	PHOTOVOLTAIC ARRAY



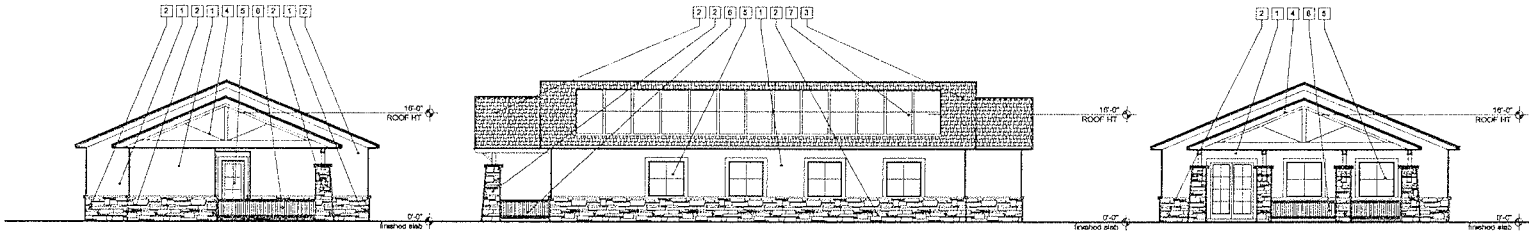
3 Floor Plan Assisted Living Module

NET BUILDING AREA: 4,070 S.F.



2 Floor Plan Medical/Therapy Office

NET BUILDING AREA: 2,394 S.F.



typical rear typical side front

1 Exterior Elevations Medical/Therapy Office

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no.	description	date

jd architect
John David Burns, Architect, 3211 West Oquendo Road, #201, Las Vegas, NV 89118 (702)579-4363, burnsjd@unlv.nevada.edu

New Vista Community

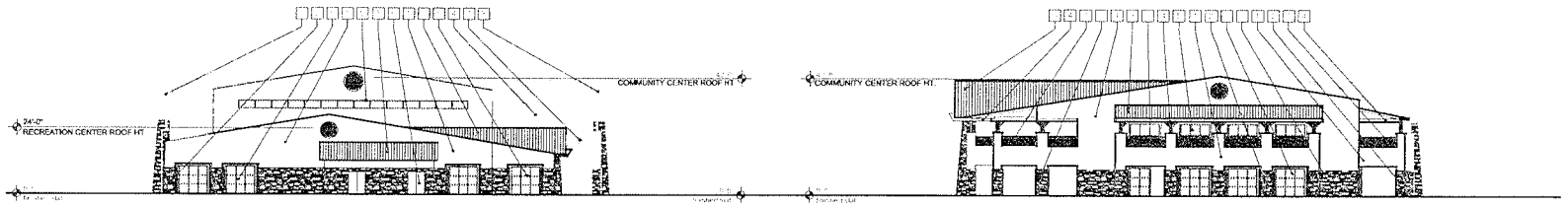
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	3/23/11
proj. no.	201049
drwn. by	
chkd. by	

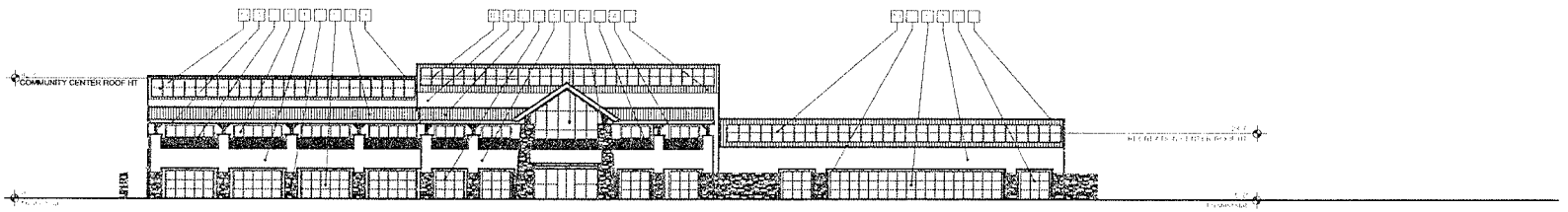
sheet no. A3

keynotes

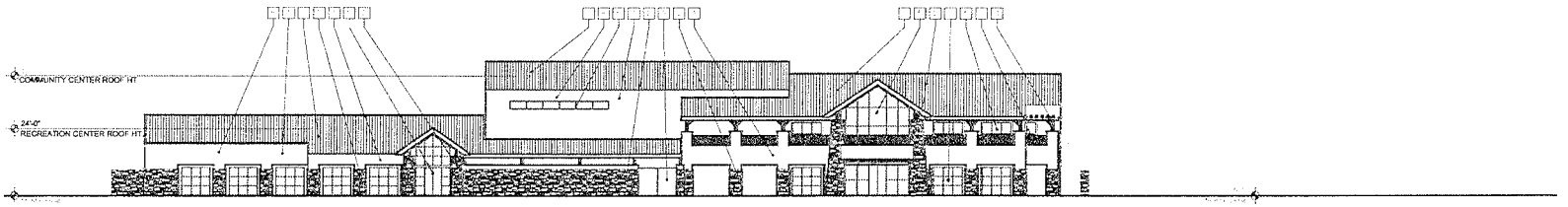
#	description



east west



south



north

1 conceptual elevations

SCALE 1" = 20'-0"

Community/Recreation Center

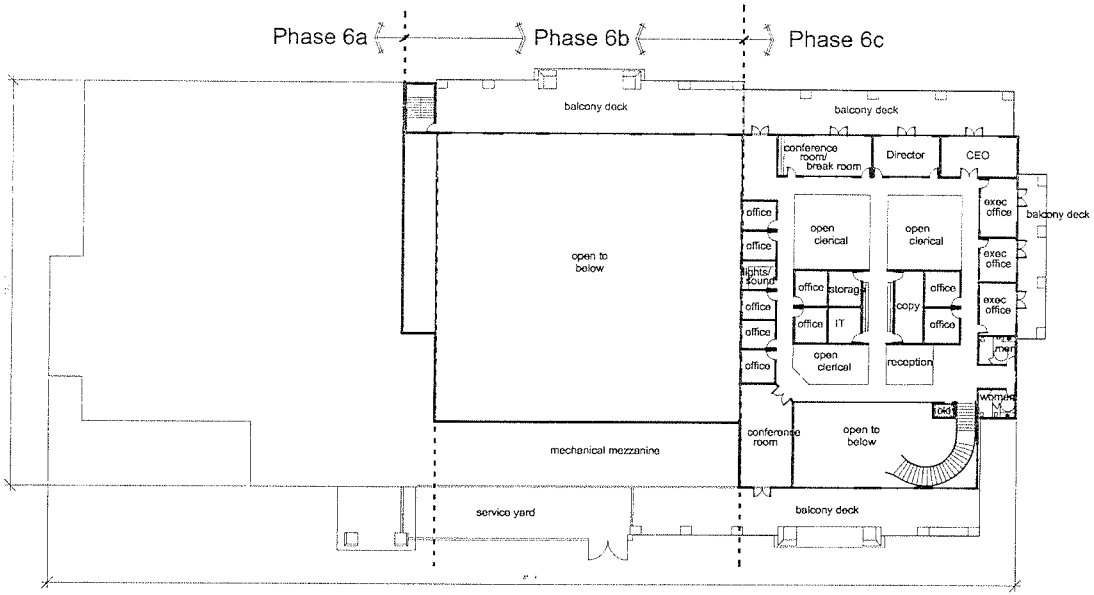
revisions

jd architect

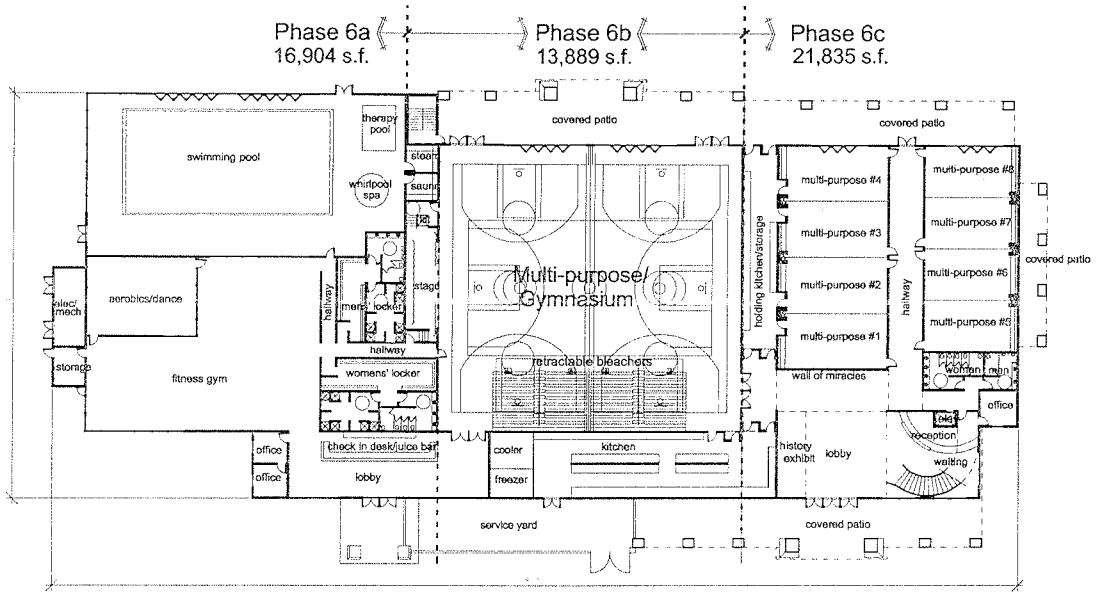
New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	
proj. no.	
drwn. by	
chkd. by	

sheet no. A4



Second Floor



First Floor

1 floor plans

SCALE 1" = 20'-0"

New Vista Community

Community & Recreational Center

Area Summary

Phase 6a		
A	POOL/FITNESS/LOCKER ROOMS SNACK BAR/LOBBIES	16 904 S F
Phase 6b		
B	MULTI-PURPOSE GYMNASIUM	11 749 S F
C	KITCHEN	2 140 S F
	SUBTOTAL	13 889 S F
Phase 6c		
D	LOBBY/RECEPTION/RESTROOMS/ MULTI-PURPOSE ROOMS/ HOLDING KITCHEN/STORAGE	11 910 S F
E	CORPORATE OFFICES	9 925 S F
	SUBTOTAL	21 835 S F
	COMMUNITY/REC CENTER BLDG TOTAL	52 628 S F

NOTE NO RETAIL USES ARE SHOWN

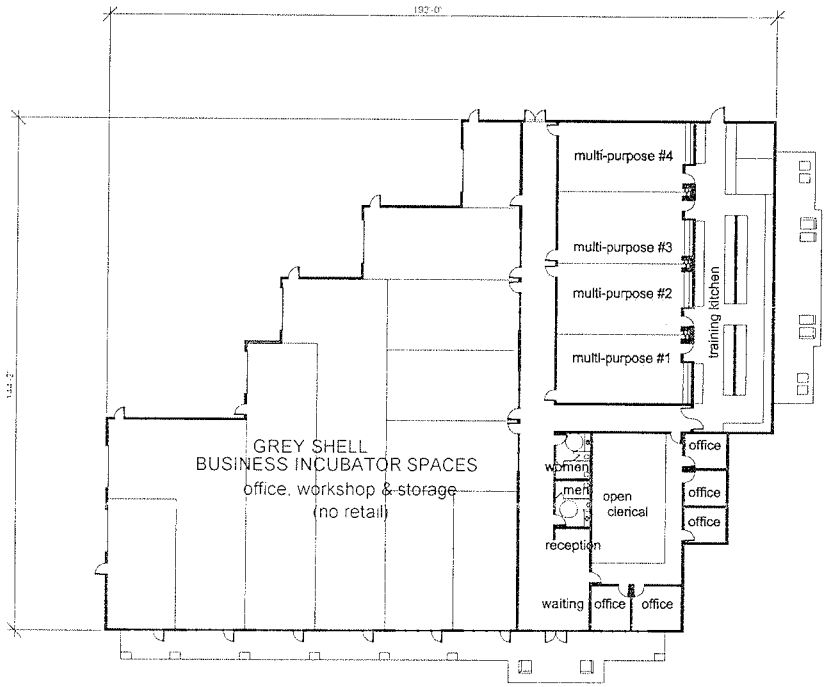
jdB architect

New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

sheet no. A5
date
proj. no.
drwn. by
chkd. by

keynotes

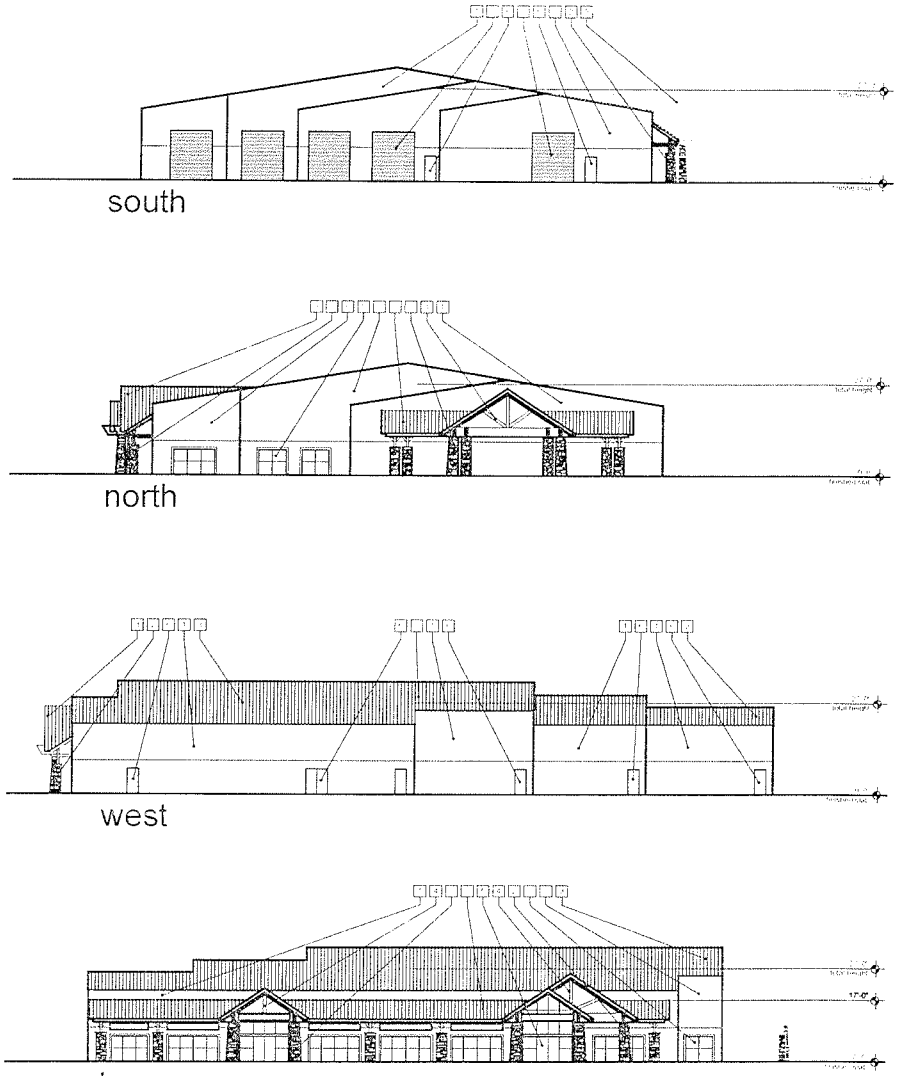
#	description



2 **floor plan** employment & educational Center

SCALE 1/16" = 1'-0"

21,000 s.f.



1 **elevations**

SCALE 1/16" = 1'-0"

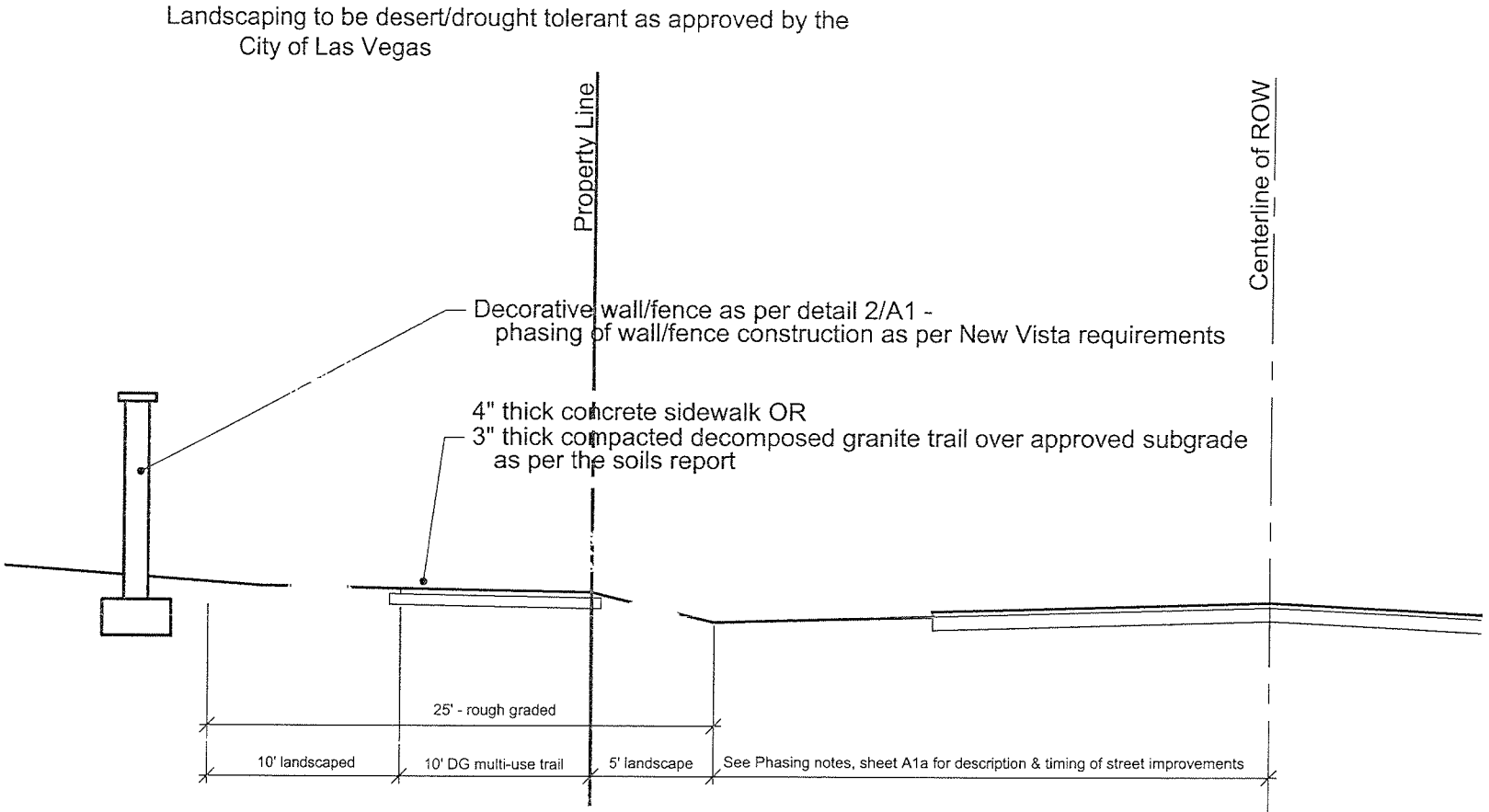
jd architect

New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	
proj. no.	
drawn by	
check by	

A6

EXHIBIT D



2 Non-standard rural multi-use trail

no scale

PERMANENT TRAIL

REFER TO MULTI-USE TRANSPORTATION TRAIL
ADOPTED JANUARY 16, 2002

EXHIBIT E

New Vista Ranch Traffic Summary

- The 56 additional units are anticipated to generate approximately 557 trips per day of which 10 trips are during the AM peak hour and 16 are during the PM peak hour based on the trip rates provided in the Institute of Transportation Engineers (ITE) Trip Generation Manual

- The Community Center/Recreation Center is anticipated to generate a maximum of 813 trips per day of which 17 trips are during the AM peak hour and 52 are during the PM peak hour based on the trip rates provided in the Institute of Transportation Engineers (ITE) Trip Generation Manual

- The site is not expected to generate a significant amount of traffic to the surrounding roadways

- The site is served by two arterials which should have adequate capacity to handle the low volume of traffic generated by this development

- The two driveways are located away from the Rainbow/Grand Teton intersection and should provide adequate access and circulation for the development

- The City may require a traffic impact study to analyze the traffic impacts from this development

- The City may impose a traffic signal impact fee Based on the number of units and square footage proposed this could be on the order of $25 000

The preliminary traffic analysis provides an evaluation of the of the traffic conditions and impacts for a proposed expansion to the New Vista Ranch located on the southwest corner of Rainbow Boulevard and Grand Teton Drive. The proposed expansion includes 56 additional assisted living housing units and a 140,000± square foot Community/Recreation Center.

The average daily traffic volume and the AM and PM peak hour volumes generated by the additional assisted living units and community/recreation center have been estimated based on the trip rates for "Assisted Living Units (ITE Code 254) and Multi-Purpose Recreation Facility (ITE Code 435) provided in the Institute of Transportation Engineers (ITE) Trip Generation, 7th Edition. The proposed expansion is estimated to generate 27 morning peak hour trips and 68 evening peak hour trips as summarized in the following table.

TRIP GENERATION

Land Use	Size	24 Hour Volume	AM		PM	
			Enter	Exit	Enter	Exit
Assisted Living (ITE Code 254)	56 Occupied Beds	153	7	3	8	8
Multi-Purpose Recreation Facility (ITE Code 435)	9 Acres	813	0	3	26	26

As shown in the above table, this expansion is expected to generate very little traffic. The residents of the assisted living units do not drive and many of the community/recreation center users are on-site. The following conclusions and recommendations are provided based on this preliminary analysis.

- The expansion is not expected to generate a significant amount of traffic to the surrounding roadways.
- The site is served by two arterials which should have adequate capacity to handle the low volume of traffic generated by this development.
- Two driveways are proposed to be located on Grand Teton Drive and should provide adequate access and circulation for the development.
- The City may require a traffic impact study to analyze the traffic impacts from this development.
- The City may impose a traffic signal impact fee. Based on the number of units and square footage proposed, this could be on the order of $25,000.

REFER TO CITY OF LAS VEGAS MASTER PLAN OF STREETS AND HIGHWAYS

Last Revised October 04, 2006 MSH-13509

EXHIBIT F

December 18, 2006
W O # 6730

Mr John Burke
John David Burke Architect
3471 West Oquendo Road, Suite 307
Las Vegas, Nevada 89118

RE NEW VISTA RANCH (GRAND TETON / RAINBOW) DRAINAGE

Mr Burke

On December 12, 2006 I met with the City of Las Vegas Flood Control Current Planning and Development Coordination staff to discuss this project The purpose of the meeting was to discuss the existing drainage conditions for this site and adjacent properties and the impact this proposed project would have on the existing conditions

The City of Las Vegas staff emphasized that the development of this site would need to be done in such a manner that downstream properties would not be negatively impacted by this project The following discussion summarizes those existing conditions and develops the concept of the design which achieves that objective It outlines how this site can be developed at this time and return flows to historic conditions downstream of this site

Sincerely,

VTN Nevada

James L Fitzpatrick P E
Senior Associate

cc Jim Thomas / VTN Nevada

NEW VISTA RANCH DRAINAGE ANALYSIS

EXISTING CONDITIONS

The City of Las Vegas Northwest Neighborhood Study Phase 2 determines the existing and future 100 year flows which impact this site Figures E-13 and F-13 from that report are attached They show that 1316 cfs and 669 cfs will be carried by Grand Teton and Rainbow in the existing condition This will necessitate that all buildings or floodwalls adjacent to Grand Teton be constructed approximately 3 6 (1 5' freeboard plus 2 1' depth of flow) above the flow line Similarly, all buildings or flood walls adjacent to Rainbow will need to be constructed 3 1 (1 5' freeboard plus 1 6 depth flow) above the flow line This is the standard required by the City of Las Vegas

There is an existing channel / flow path along the westerly property line of this site which routes 3070 cfs in the existing condition from Grand Teton to the Whispering Sands / Rainbow intersection In the future a CCRFCD facility will be constructed at this location to carry 3891 cfs

For analysis purposes, the existing condition 3070 cfs will be utilized to determine the existing limits of this flow path The existing condition peak flow was utilized since the City of Las Vegas Northwest Neighborhood Study uses developed condition flow rates for this case The future flow rate will only occur once all upstream CCRFCD improvements are in place which routes additional flows to this channel Those improvements can t be constructed until the CCRFCD facilities are constructed adjacent to and extended downstream from this site Therefore, the 3020 cfs flow was utilized to determine the width of the current flow path along the west property line of this site

The results of the existing condition analysis are shown on the attached Exhibit ECFP The width of the flow path varies from 200 to 1200' It is noted that the flow path crosses into the Whispering Sands R O W approximately 1350 west of the center line at Rainbow and into the Rainbow R O W approximately 200 north of the centerline at Whispering Sands

As Exhibit ECFP demonstrates this flow path has a width of over 1000' at the downstream end of this project. The existing properties south of Whispering Sands and along Rainbow Boulevard currently are significantly impacted by this approximately 3000 cfs of flow prior to the construction of this site

PROPOSED CONDITIONS

As previously discussed, the proposed structures adjacent to Grand Teton and Rainbow will need to be elevated or protected by floodwalls up to 1 5' above the calculated water surface in those streets

The design of conveyance facilities along the west property line of this project will need to maintain the existing conditions outlined above This will be accomplished by widening the bottom width of the existing earthen channel adjacent to the northwestern portion of this site and spreading out the flow adjacent to the southwestern portion to match existing conditions as it crosses into Whispering Sands and Rainbow R O W

One issue needs to be understood upfront it is not possible to construct the adjacent future CCRFCD facility at this time since it would have no downstream discharge In addition these interim facilities will have to return the flow to existing ground elevation at the perimeter of this site

This project is being divided into phases for the purpose of this analysis The northern 2/3 of the site will be developed at this time The southern 1/3rd of the site will be utilized for "overflow event" parking and to distribute the flow to maintain historic conditions After construction of CCRFCD facilities the southern 1/3 of the site can be completely developed

In order to maintain historic conditions it will be necessary to widen the bottom width of the existing channel in the existing 100' easement for the future CCRFCD facility This widening of the bottom of the channel will compensate for the filling of the portion of the existing flow path located within this site A typical section of this interim channel facility, Exhibit ICF is attached This channel section was added to the existing cross section to determine the width of the flow path after construction of this project shown on Exhibit FCFP

It should be noted that the interim channel will remain earthen except for the armoring of the east bank to prevent potential damage to the proposed buildings It was decided to leave the rest of the channel / flow path as existing or earthen condition If it were to be improved, that would result in potentially increasing the velocity of discharge on the existing downstream residences It should be noted that the discharge velocity in both the existing and proposed condition analysis is less than 5 fps which is considered nonerosive

An interim berm will be utilized in the southern portion to provide an eastern limit in the proposed condition to expand the flow back to historic discharge locations and conditions In addition this berm will provide protection for the interim "event overflow" parking area in the southern portion of this site If the interim berm is damaged during any storm event, the property owner will need to restore it to maintain protection for this interim parking area

ONSITE DETENTION

At previous public meetings for this project it was suggested that some form of a detention basin be constructed in the southern portion of this site As discussed at recent meetings with the City of Las Vegas staff members, due to the size of land available and

since no downstream underground drainage system exists, this onsite detention would probably result in no effective reduction of the existing flow impacting downstream property

It is acknowledged that an onsite basin could be incorporated into the "event overflow parking lot However, this basin would have an `at grade outlet structure These type of small "at grade" detention facilities have a potential of becoming a public nuisance It would be similar to in design to the detention basin which was constructed in the Los Prados subdivision just west of Decatur The City of Las Vegas received numerous complaints about that facility for years It is suggested to allow the City of Las Vegas Flood Control staff to determine if an onsite detention facility is necessary at the time a technical drainage study is prepared that determination to be based on impact of development of this site has on the entire basin drainage system

REFER TO CITY OF LAS VEGAS NORTHWEST NEIGHBORHOOD STUDY PHASE 2

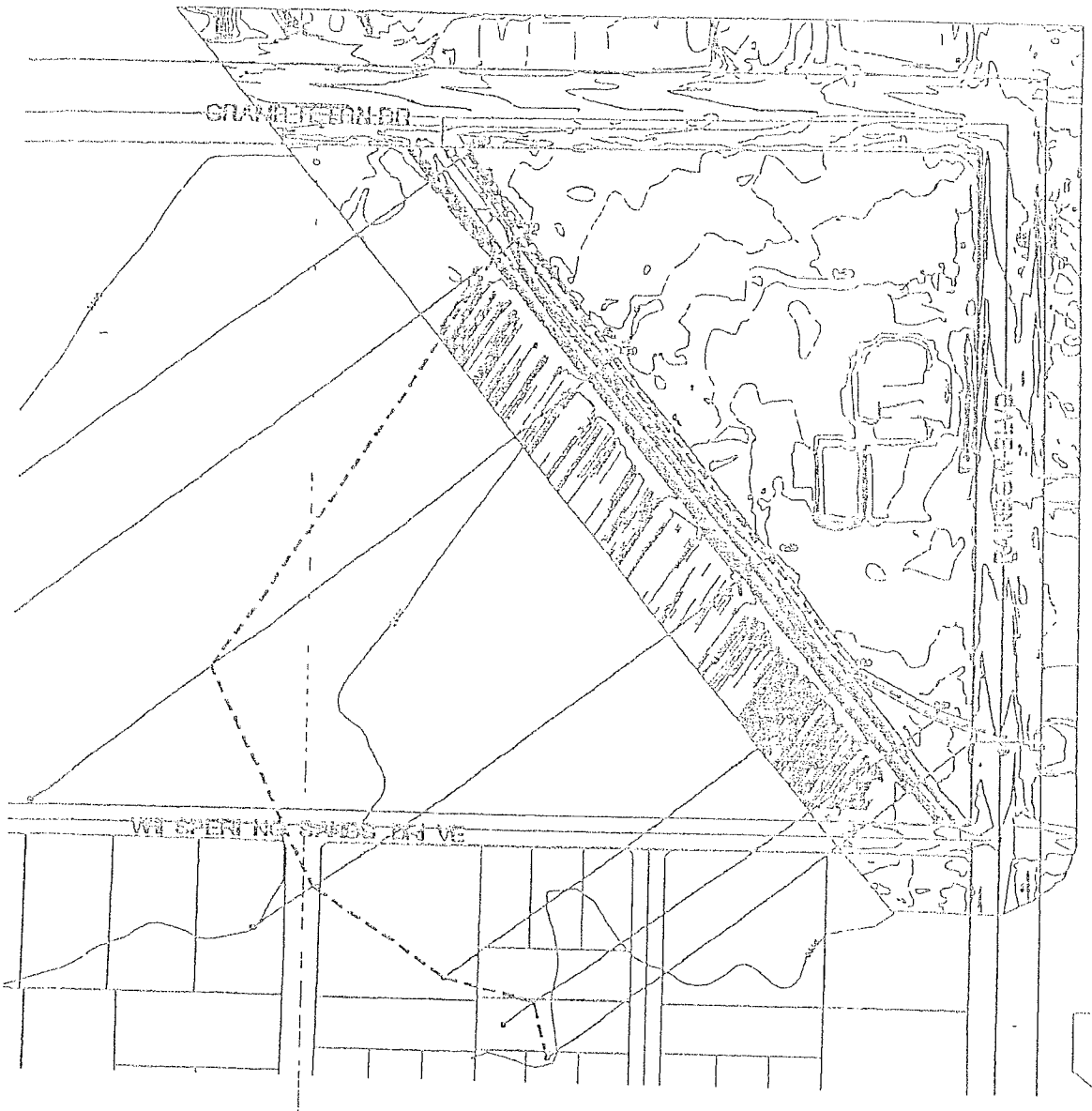
EXISTING DRAINAGE CONDITIONS

PHOTO DATE SEPTEMBER 1998

REFER TO CITY OF LAS VEGAS NORTHWEST NEIGHBORHOOD STUDY PHASE 2

FIGURE F13

FUTURE DRAINAGE CONDITIONS



GRAPHIC SCALE

300 0 150 300 600

1" = 300'

NORTH

vtn nevada

2727 S RAINBOW BOULEVARD
LAS VEGAS NEVADA 89146-5148

NEW VISTA RANCH

EXHIBIT FCFP

SCALE	HORZ 1"=300'
	VERT N/A
W O NO	6730
DRAWN BY	MDH
DATE	DEC 2006
SHEET	OF

EXHIBIT "F" NEW VISTA RANCH W.O.# 6730

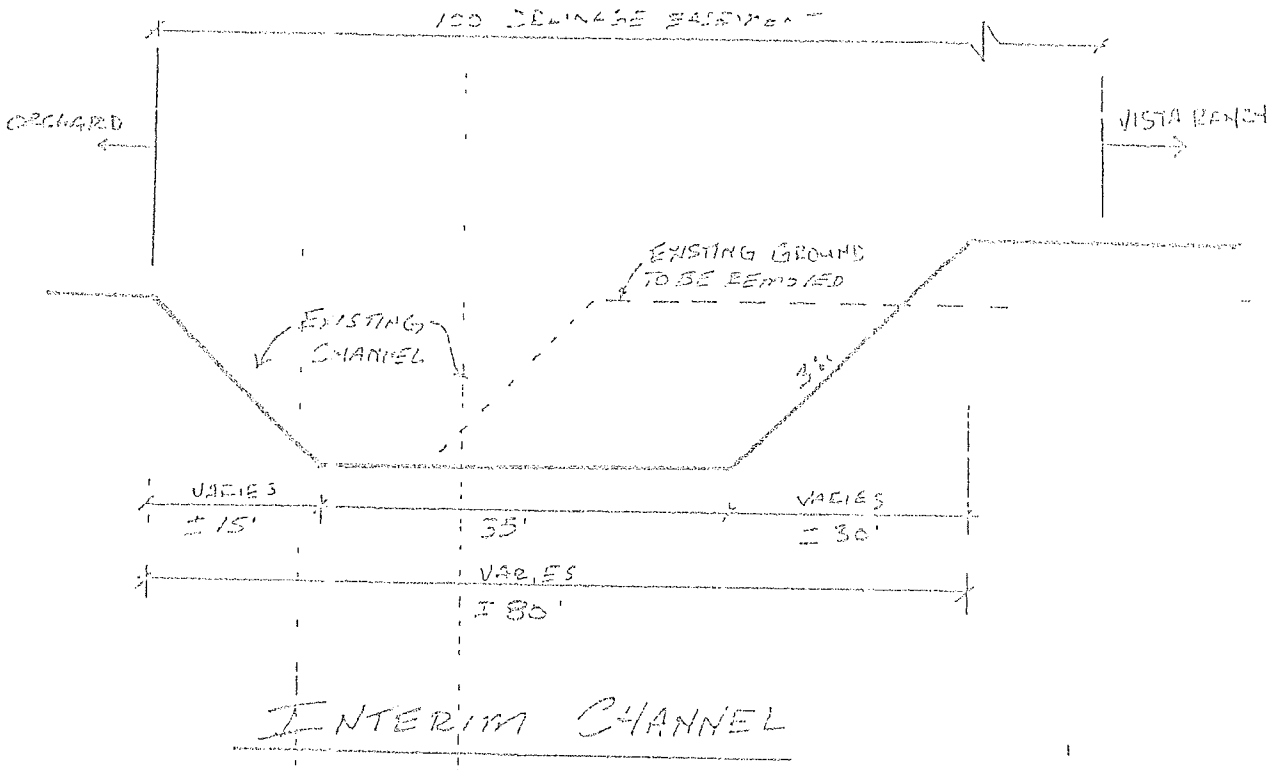
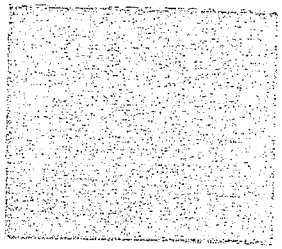
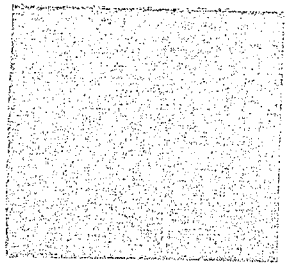


EXHIBIT G



Barridge Standing Metal Seam Roof
Color: Hemlock Green



Paint Color:
'Frazee' Paint "8385D Brick Rose"



Split Faced CMU : Cultured Stone
Shale Pro-Ft Ledgesone (PF-8016)

Storefront: White Kynar

Stucco Finish

Accents / Plant-ons
'Frazee' Crystal Ball - 6780W

Accents
'Frazee' - Custard

Glass: Evergreen Tint



NEW VISTA COMMUNITY

GPA-16578 ZON-16580
SDR-16581 REVISED
10/19/06 PC

Revisions to the PD Document:

Section 3.4 Revise the title of the "Micro Business Center" to read "Education Employment Center". Though the uses are the same – the name changes is more explanatory of the purpose of the building.

Section 4.1 The Building Setback section has been revised to match the newly submitted plans. Note that the Community Center/Recreation Building has been pushed farther to the west away from Rainbow Boulevard.

Section 4.4 This section has been revised to show the driveway requirements to match the new phasing plan.

Section 4.8 This section has been revised to match the new phasing plan.

Section 4.9 This section has been updated to match current site conditions.

Section 4.10 This section has been revised to match current site conditions.

Section 5.3 This section has been revised to increase the height limits of the Community Center/Recreation Building and the Education/Employment Center. Regarding the added height of the Community/Recreation Center, this height is needed for the sports function (basketball clear height of 28') and to allow the sloped residential style rooflines. The Community Center/Recreation Building has been pushed farther to the west away from Rainbow Boulevard to reduce it's impact on the Rainbow frontage and the neighbors to the east. Similarly, the height of the Education/ Employment Center has been increased to accommodate the sloped residential style roof lines. Note that the Assisted Living Units and the Medical Building have been drastically reduced in height as these buildings are those sited adjacent to Rainbow Boulevard.

Section 5.4 This section has been revised to match the newly submitted plans.

Section 8.0 The exhibits have been updated to match the newly submitted plans and incorporate the previous approvals

RECEIVED

MAY 25 2011

MOD-41437 ROC-40981
SDR-40980 REVISED

John David Burke, Architect
a Professional Corporation

May 24, 2011

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING & DEVELOPMENT
731 South Fourth Street
Las Vegas, Nevada 89101

Re: Justification Letter – Major Modification
Revision to the PD New Vista Master Development Plan and Development Standards Document, dated February 7, 2007
GPA-16578, ZON-16580
New Vista Community
Assisted Living Apartments
Community and Recreation Center
SW corner Rainbow and Grand Teton
Tax Assessor's Parcel No.: 125-15-501-002

RECEIVED
MAY 24 2011

Overview

This revision to the New Vista Master Development Plan and Development Standards Document we are submitting today is a revision to previously approved MDPDS document approved in conjunction with GPA-16578, ZON-16580 and SPR-16581. The project involves a 15.05 net acre, 17.81 gross acre site on the southwest corner of Rainbow Boulevard and Grand Teton Drive in the City of Las Vegas. This revision is a companion item to the newly submitted plans for SDR-40980 and ROC-40981. The new revised plans depict essentially the same uses as previously approved but in a different configuration. The MDPDS document revisions bring this document in line with the new submittals.The uses proposed were previously housed in two large buildings. The new plan proposes to separate these uses into smaller buildings to reduce the scale and appearance of the project. Also, the overall building area of the project is being reduced by approximately 20,000 s.f. – a 14% reduction. While the goal of this redesign is provide a more residential scale and character for the project in a campus like setting, it is also making the project more affordable and easier to finance from a construction and fundraising viewpoint. Central to this concept is to allow the project to be built in phases with each phase giving the appearance of a residential neighborhood growing over time.

MOD-41437 ROC-40981
SDR-40980 REVISED

Otherwise, this Major Modification is consistent with the master plan and with the requirements of City of Las Vegas Zoning Code.

We respectfully request your consideration in this matter. If you have any questions or comments, please call.

Sincerely,

JOHN DAVID BURKE, ARCHITECT

RECEIVED

MAY 25 2011

MOD-41437 ROC-40981
SDR-40980 REVISED

3471 West Oquendo Rd., Suite 301, Las Vegas, Nevada 89118, (702)876-4863, fax (702)876-9355, jburke@jburkearchitect.com

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

Carman Burney

From: Flinn Fagg
Sent: Tuesday, September 13, 2011 6:51 AM
To: Carman Burney; Steve Gebeke
Subject: Fw: New Vista development

From: Wendy or Nelson Reynolds [mailto:wennel.werks@gmail.com]
Sent: Monday, September 12, 2011 08:35 PM
To: Carolyn G. Goodman; Steven Ross; tcollins@hughes.net <tcollins@hughes.net>; LBrown@co.clark.nv.us <LBrown@co.clark.nv.us>; Flinn Fagg
Subject: New Vista development

Greetings,

We are new homeowners in Steeplechase, near the corner of Rainbow and Grand Teton. We selected this neighborhood for its large lot sizes and general rural feel (i.e. low traffic, lack of industry, large areas of natural desert beauty, etc.). We are concerned both by the size of the project proposed by New Vista, and by their apparent lack of honesty and sincerity in dealing with our concerns. We understand and agree that this is America and everyone has rights, but we believe that extends to us as well. We do not want commercial endeavors built in our neighborhood, and believe this is not an unreasonable request on our part.

We hope you will agree that more transparency is required regarding this issue. We look forward to working with you to resolve this potential dilemma before it impacts all of our lives.

Nelson and Wendy Reynolds
8131 Foxland St
Las Vegas, NV 89131

RECEIVED
SEP 13 2011
17-19
P

RECEIVED
CITY CLERK

2011 SEP -8 A 7:

RE: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980

September 7, 2011

Honorable Mayor, City Council Members, and Planning Commission Members;

I would like to see the plan New Vista Ranch presented at the second neighborhood meeting on August 24, 2011, approved. I attended both neighborhood meetings this year and all of the previous neighborhood meetings regarding the previously approved plan. This new plan is much more compatible with the surrounding homes and the rural nature of the neighborhood. The representatives from New Vista have worked diligently with the neighbors and made several changes based on the input received at the first neighborhood meeting. I am very pleased with the site plan and do not wish to see any of the buildings relocated from this plan. I am also very pleased that they have reduced the height of the recreation center and reduced the number of parking spaces considerably from the previous plan. They have also kept Rainbow Blvd. to rural standards and agreed to low level walking path lighting instead of intrusive lighting. Please allow the founders of New Vista Ranch to follow their dream and build the campus that is the most conducive to the needs and life styles of their residents. Thank you!

Respectfully submitted,

Pam Bailey

Pam Bailey
6665 Jo Marcy Dr.
Las Vegas, NV 89131
(702) 658-7081

17-19
A

September 8, 2011

To the Mayor, City Council, and the Planning Commission,

Re: New Vista Ranch, MOD-41437, ROC- 40981, SDR-40980

My husband and I would like to see the plan New Vista Ranch presented at the second neighborhood meeting on August 24, 2011, approved. We live at 7865 Garden Stream Ct. We live just a few hundred feet from the New Vista Ranch and can see it from our back yard. We are excited to see new grow within our area but were concerned when we heard the traffic would enter off Rainbow, but with the new entrance on Grand Teton that put our issues to rest. Grand Teton does not have any homes that face the street in that area. There is already a medium with landscaping, with the new off sites that should widen the road and make Grand Teton a better and safer street.

We look forward to the new addition in our community.

Sincerely,

Dina & Stephen George

7865 Garden Stream Ct.

Las Vegas, NV 89131

(702) 515-0672

dinageorge@cox.net

Parcel # 125-14-110-002

RECEIVED

SEP 13 2011

17-19

A

Carman Burney

From: Flinn Fagg
Sent: Tuesday, September 13, 2011 6:51 AM
To: Carman Burney; Steve Gebeke
Subject: Fw: New Vista Project

----- Original Message -----
From: wallyweart@cox.net [mailto:wallyweart@cox.net]
Sent: Monday, September 12, 2011 09:25 PM
To: Carolyn G. Goodman; Steven Ross; tcollins@hughes.net <tcollins@hughes.net>; lbrown@co.clark.nv.us <lbrown@co.clark.nv.us>; Flinn Fagg
Subject: New Vista Project

As other home owners near New Vista, I appreciate their desire to improve the lives of their clients. However, this area has been a rural property catering to those who wish to leave the city environment behind. The scope of this project can only be classed as industrial/commercial. That is in direct contrast to the desires of the majority of tax paying residents in this corner of the valley. I urge you to use your influence in achieving the desire to relocate the gymnasium to the back of the property adjacent to the orchard and to reduce the size of the commercial venues- the gymnasium as well as the crafts center. I rely on Councilman Ross's desire to keep commercial activity away from this section of Grand Teton, but I would be naive if I thought that would last forever. Please do what is right for your constituancy and protect our life style.
Thank you for your time,
Greg & Laura Weart
8077 Foxland Street, Las Vegas 89131

RECEIVED
SEP 13 2011
17-19
C

New Vista Ranch,
MOD-41437

August 11, 2011

Honorable Mayor, City Council Members, & Planning Commission Members;

I am contacting you today in regards to the New Vista Ranch's major modification, MOD-41437. In 2007 I attended multiple meetings, reviewing and discussing the proposed plans for the New Vista Property. While attending those meeting my neighbors and myself had some concerns over the 2 story apartment style building, vacating the entrance on Rainbow, noncommercial style lighting with reducing the parking spaces, this was well over 400.

I attended the July 7, 2011 neighbor meeting at the New Vista Ranch to discuss the major modifications, changes. The new plans and drawing were explained and available for one on one review with John Burke. My wife & I were very pleased with what was presented at the July 7, 2011 meeting.

The Vicchiullo family supports the plan that New Vista was going to present to the Planning Commission on August 9, 2011, with addition of this not being classified as a homeless shelter and would like to see off-site improvements on Rainbow, as rural standards. This is very important to those of us who have horses in the neighborhood.

I would like to thank you for your time & concern, and I am available anytime for discussion on this matter.

Sincerely,

Donna M. Vicchiullo

Subrnitted at Planning Commission
Date 9/13/2011 Item 17-19

Mario & Donna A. Vicchiullo Jr.
6580 Whispering Sands Drive
Las Vegas, Nevada 89131
702-341-7574 Home
702-[illegible]59 Cell



RE: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980

September 12, 2011

Dear Honorable Mayor, Clark County Commissioners, Las Vegas City Council Members and Members of the Planning Commission;

I am writing concerning the newly revised plan for the New Vista Ranch that was presented recently at our neighborhood meeting on August 24, 2011. I am happy with how New Vista representatives have worked so well with the residents in our neighborhood over the past few years to make the New Vista Ranch proposed expansion beautiful and conducive with our neighborhood. They have taken our ideas and input into consideration during their long planning phase to make it the plan it is today. New Vista Ranch has made the changes we as a rural loving community felt was important to our neighborhood. I am happy with the site plan and where they have located the homes, while keeping the recreation center located on Grand Teton; by doing so, it will help keep Rainbow Blvd a low traffic rural road in the RNP for our Homes, Walking Trails, Ranch's, and Equestrian Trails.
We look forward to making the new residents of New Vista Ranch a special part of our community and neighborhood while keeping North Rainbow the beautiful rural road it is today.

Thank you!
Respectfully submitted,

Ruel Westover
7685 North Rainbow Blvd.
Las Vegas, NV 89131
702-743-0981

September 12, 2011

To Whom It May Concern:

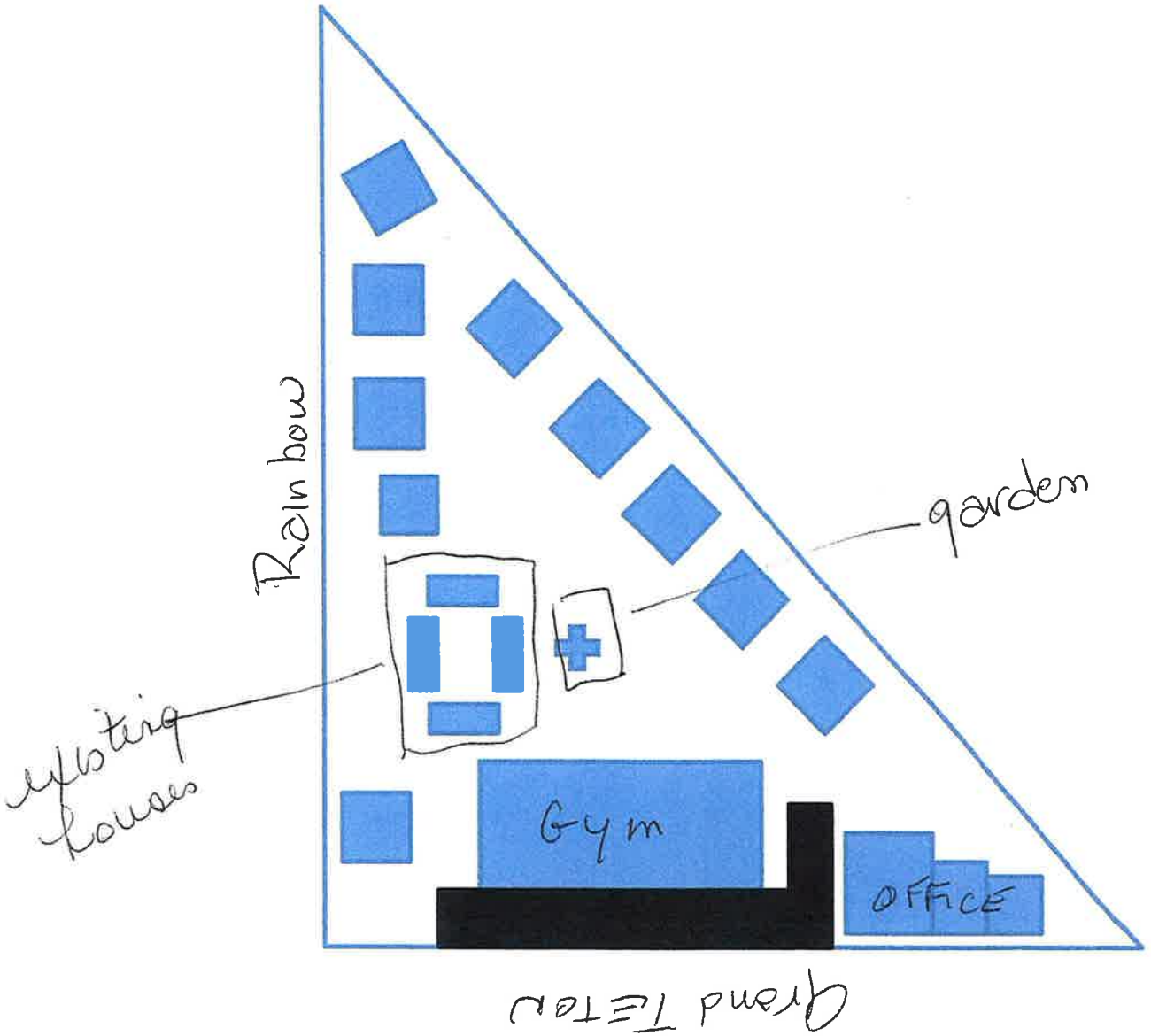
I am in support of the plan presented by New Vista Ranch at the Neighborhood meeting August 24, 2011. I like the current site plan because it places the residential buildings close to those of us who live in custom homes on horse property. In my opinion, the larger buildings belong on Grand Teton where there aren't any homes fronting Grand Teton for at least one half of a mile to the east and to the west. Grand Teton has high walls from gated communities, a maintenance shed for the golf course, and a middle school between Tenaya and Torrey Pines. This is exactly why the larger buildings belong on Grand Teton. I am in favor of the low lighting that was mentioned at the neighborhood meeting and in keeping Rainbow to rural standards. I hope that you approve this plan for New Vista as it is far better than the previously approved plan.

Thank you,



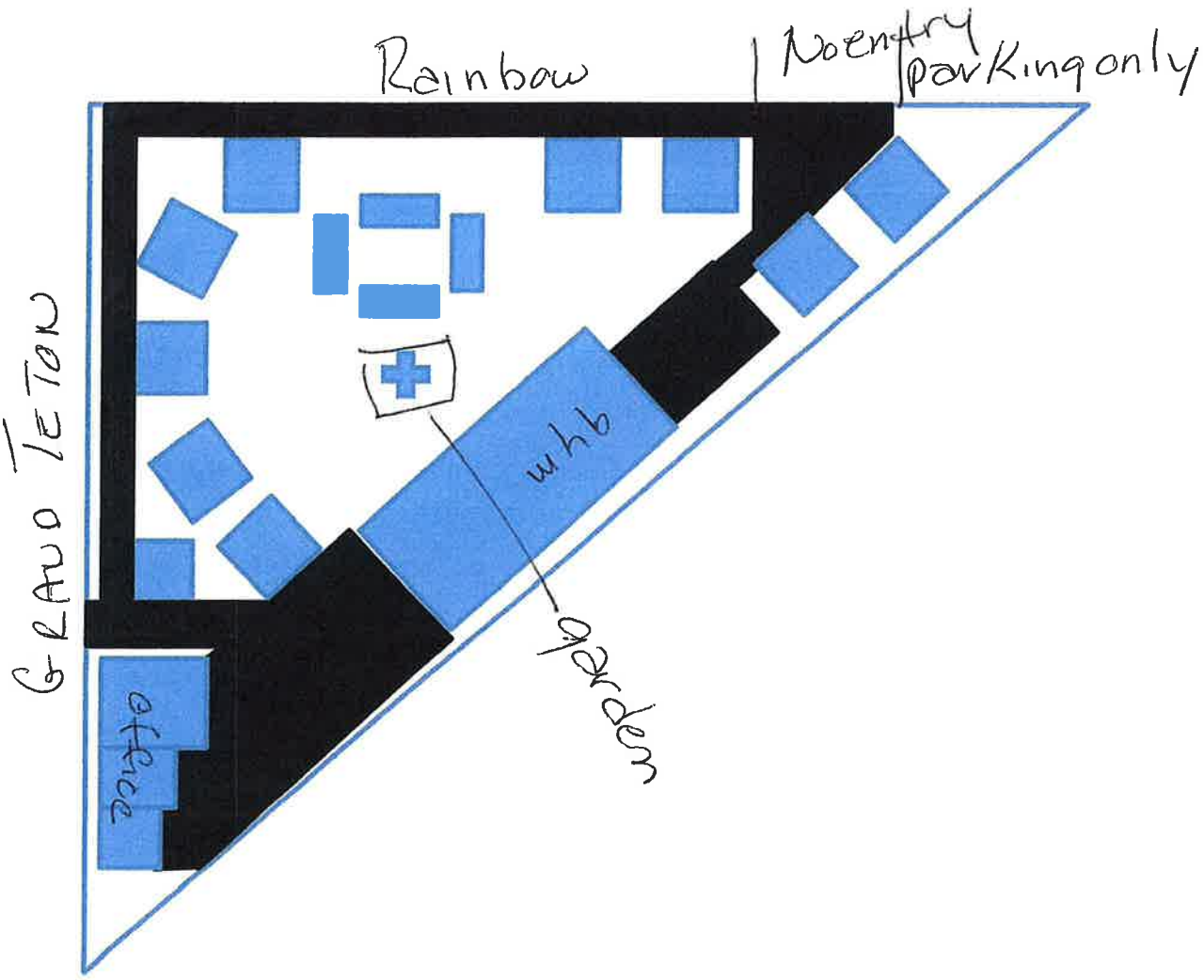
Lee Perry
6170 Donald Nelson Ave.
Las Vegas, NV 89131

New Vista Proposal

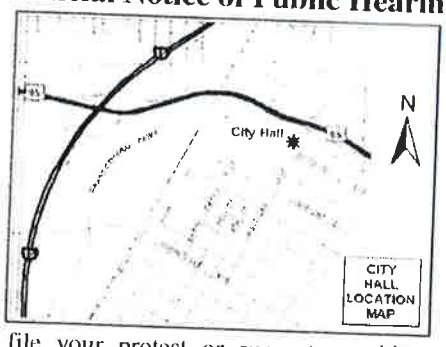


Submitted at Planning Commission
Date 9/13/2011 Item 17-19

Neighborhood Proposal



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.

MOD-41437

Planning Commission Meeting of 7/12/2011

MAILED FROM ZIP CODE 89101

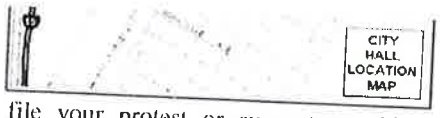
RECEIVED

JUL 11 2011

12510812116 Case: MOD-41437
KAWAKAMI CHRISTOPHER T & PAUL M
7140 RIVER MEADOWS AVE
LAS VEGAS NV 89131-4315

30P

89 DRDFM11 89131



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

JUL 12 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

12515712002 Case: MOD-41437
VARGAS JOSE G
6813 VIA LOCANDA AVE
LAS VEGAS NV 89131-0127

30P

89 DRDFM11 89131



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.

MOD-41437

Planning Commission Meeting of 7/12/2011

RECEIVED

JUL 12 2011

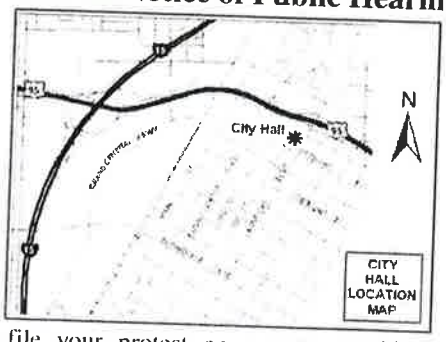
12515711007 Case: MOD-41437
MAGUINESS THOMAS S & ELIZABETH
7504 VIA SIGNORELLI
LAS VEGAS NV 89131-0125

30P

89 DRDFM11 89131

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.

MOD-41437

Planning Commission Meeting of 7/12/2011

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

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JUL - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

12515212026 Case: MOD-41437
GOURLEY R VAUGHN & KAROL
7331 REAL QUIET DR
LAS VEGAS NV 89131-4133

30 P

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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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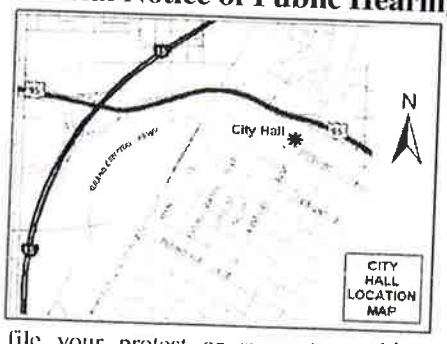

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JUL - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

12514105012 Case: MOD-41437
VICCHIULLO MARIO A JR & DONNA M
6580 WHISPERING SANDS DR
LAS VEGAS NV 89131-2220

30P

66 DRDFN11 89131

JUL-06-2011 09:22 NVIDIA 4084862874 P.01

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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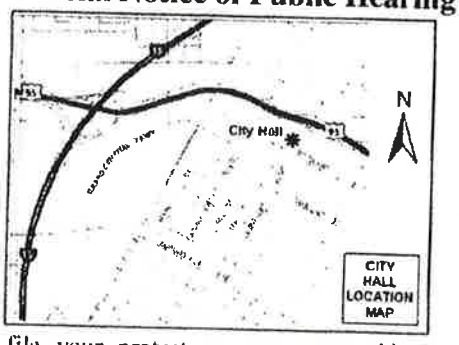

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CITY OF LAS VEGAS
PLANNING & DEVELOPME

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

12510814028 Case: MOD-41437
CHAO-WANG TRUST
33798 TRAILSIDE WY
UNION CITY CA 94587-4368

93 DRDFN11 94587

30P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106



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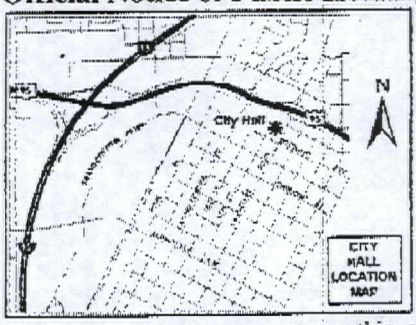

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

Case: MOD-41437

12514202007
BAJA 102 TRUST
6575 WHISPERING SANDS DR
LAS VEGAS NV 89131-2221

89 DRDFM11 89131

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JUL 07 2011

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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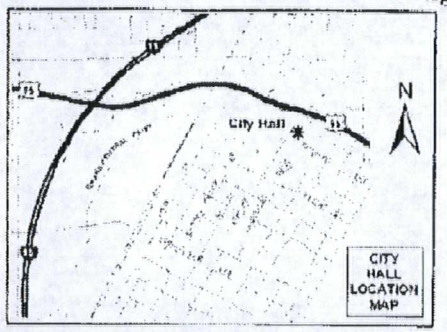

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

Case: MOD-41437

12515712023
DURELL WILLIAM & JANET FAM TR
7509 VIA FIORENTINO ST
LAS VEGAS NV 89131-0129

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702-655-3714

Durell Laboratories

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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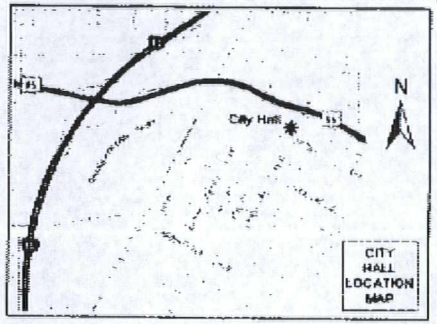
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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MOD-41437

Planning Commission Meeting of 7/12/2011

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Case: MOD-41437
12515402005
MCCALLA ROBERT D & TAMARA M
7355 SEVERANCE LN
LAS VEGAS NV 89131-3326

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Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

12510714014 Case: MOD-41437
HUFFMAN KURT TRUST
P O BOX 751450
LAS VEGAS NV 89136-1450

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Jul 11 2011 10:22 RESULTS TECH 1 913-928-8200 p.2

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Development Services Center
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Las Vegas, Nevada 89106

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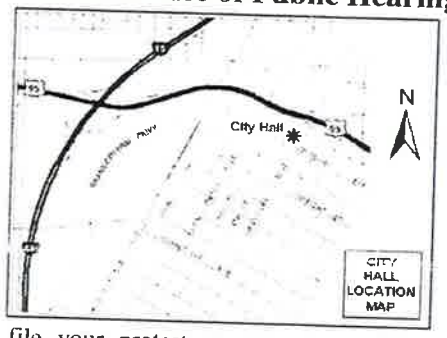

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

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JUL 12 2011

12515810050 Case: MOD-41437
CARDWELL-LUETKEMEYER LIVING TR
6896 KELP LEDGE CT
LAS VEGAS NV 89131-0122

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89 DRDFN11 89131

PLANNING & DEVELOPMENT

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

12510818008 Case: MOD-41437
MOWAT CHARLES W & SUZANNE J
8113 BAY COLONY ST
LAS VEGAS NV 89131-6707

30A

89 DRDFN11 89131

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

Jul 05 11 12:26p James R. Tripp (702) 396-2330 p.1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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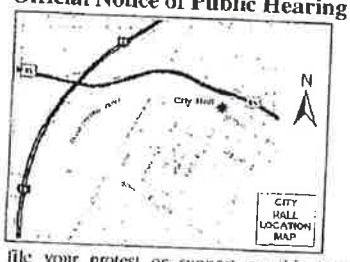

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

12515211022 Case: MOD-41437
TRIPP JAMES R & CONNIE J
7222 SILVER CHARM CT
LAS VEGAS NV 89131-4129

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

Case: MOD-41437

12514110007
EAGLE RANCH 3 L L C
801 S RANCHO DR #E-4
LAS VEGAS NV 89106-3812

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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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MOD-41437

Planning Commission Meeting of 7/12/2011

Case: MOD-41437

12515405016
SMITH PAMELA T
7240 N MONTE CRISTO WY
LAS VEGAS NV 89131-3334

89 DRDFM1 89131

RECEIVED
JUL 11 2011

30A

From: Flinn Fagg
To: Steve Gebeke; Carman Burney
Subject: FW: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980
Date: Thursday, August 25, 2011 9:01:13 AM

Can you include this with the backup?

From: Michelle Thackston
Sent: Thursday, August 25, 2011 9:01 AM
To: Flinn Fagg
Subject: FW: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980

What do I need to do to make this part of the backup material?

Michelle

From: baileytchicken@aol.com [mailto:baileytchicken@aol.com]
Sent: Thursday, August 25, 2011 5:55 AM
To: Michelle Thackston
Subject: RE: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980

RE: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980

August 16, 2011

Honorable Mayor, City Council Members, and Planning Commission Members;

I am writing with regards to New Vista's proposed changes to their previously approved plan. I have been following New Vista's progress since I purchased my property in March of 1988 and received a disclosure statement with my purchase. My street, Jo Marcy, lines up with New Vista's current driveway. I was actively involved in the neighborhood meetings, Planning Commission meeting, and City Council meeting in 2006/2007. Some of you may remember me because I was one of the few that opposed the plan at the Planning Commission meeting and the only person who spoke in opposition at the City Council meeting. I was opposed with the plan due to its lack of compatibility with the surrounding RE/RNP properties. During these meetings, I requested that the Community Center and Employment Training Center be placed along Grand Teton, along with their entrance, since there was already a maintenance shed on Grand Teton for Silverstone Golf Course and the back walls of homes in the higher density section of Silverstone. I also requested that the massive, two-story, 56 unit apartment complex be broken down into residential houses similar to what was currently located on New Vista's property. There were many other requests that I made, including the reduction of parking spaces, height restrictions, closing Rainbow as an entrance, lighting, and having off site improvements on Rainbow as rural standards. Some of my requests were met, but many were not.

When I received the letter inviting me to another neighborhood meeting to discuss New Vista's major modifications, I was apprehensive and unsure of what was in store for me. I was pleasantly surprised at the new site plan. I was finally going to get what I had previously requested. One of my neighbors and I arrived at the meeting on July 7th at the same time, after the first two arrivals had left. We had the opportunity to ask questions for quite some time before any one else arrived. I expressed how happy I was with the new site plan. I told the representatives from New Vista and John Burke, the architect, how happy I was. I also expressed a few concerns and new conditions that I would like to see placed on the development. I told them that if they were able to meet those conditions, that I would support them fully. I received confirmation from New Vista's legal representation that my conditions/changes have been met along with changes that others at the meeting requested.

I would like to see the plan that New Vista modified for the August 9, 2011 Planning Commission meeting approved. I realize that my husband and I only represent one house, but we are one of the closest neighbors to New

Vista in the RE/RNP area, and we will be some of the most affected by your decision. We are not located in a gated community with a HOA to represent us like the people who live on the north side of Grand Teton. Instead, we can only hope that you see our plight and approve the plan by keeping the larger buildings and entrance on Grand Teton and the homes along Rainbow and the Orchard so that we can have a development that is compatible with us and the rest of our neighbors that are to the east and south of New Vista Ranch.

Thank you for taking the time to consider my request. I would be more than happy to discuss this with each and every one of you if you have any questions or comments.

Respectfully submitted,

Pam Bailey
6665 Jo Marcy Dr.
Las Vegas, NV 89131
(702) 658-7081

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-40981 - REVIEW OF CONDITION RELATED TO MOD-41437 - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC. - For possible action on a request for a Review of Condition of a previously approved Rezoning (ZON-16580) TO ELIMINATE CONDITIONS 5, 7 and 9 on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**16**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Photos – ROC-40981 and SDR-40982
4. City Council Approval Letter for ZON-16580
5. City Council Approval Letter for SDR-16581
6. Backup referenced from the September 13, 2011 Planning Commission Meeting Items – ROC-40981 and SDR-40982

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-40981** APN: 125-15-501-002

Name of Property Owner: NEW VISTA RANCH INC

Name of Applicant: " " "

Name of Representative: CHRIS KAEMPFER

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 Kelly D Guzman

Print Name: KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 15 day of February, 2011

Sally Marcus

Notary Public in and for said County and State

SALLY MARCUS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-05-2013
Certificate No: 97-1845-1

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
FEB 16 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: NEW VISTA COMMUNITY

Project Address (Location) 7875 N. RAINBOW BLVD.

Project Name NEW VISTA COMM-ASST'D LIVING/CMM & REC CTR/EDU & EMPLO **Proposed Use** HOUSING & SUPPORT FACILITY MR/DD POP.

Assessor's Parcel #(s) 125-15-501-002 **Ward #** _____

General Plan: existing PCD proposed PCD **Zoning:** existing PD proposed PD

Commercial Square Footage 123,850 S.F. **Floor Area Ratio** 16.0%

Gross Acres 15.0 **Lots/Units** 78 **Density** 5.2/ACRE

Additional Information SEE JUSTIFICATION LETTER FOR WAIVER OF CONDITION

PROPERTY OWNER NEW VISTA RANCH INC. **Contact** KELLY DEGUZMAN, CEO

Address P.O. BOX 80025 **Phone:** (702) 457-4577 **Fax:** (702) 457-1422

City LAS VEGAS **State** NV **Zip** 89180

E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

APPLICANT NEW VISTA RANCH INC. **Contact** KELLY DEGUZMAN, CEO

Address P.O. BOX 80025 **Phone:** (702) 457-4577 **Fax:** (702) 457-1422

City LAS VEGAS **State** NV **Zip** 89180

E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

REPRESENTATIVE CHRIS KAEMPFER/JOHN BURKE **Contact** KCRG&F/JOHN BURKE ARCHITECT

Address 8345 W. SUNSET RD. #250/3471 W. OQUENDO RD. #301 **Phone:** 876-4863 (792-7000) **Fax:** 876-9355 (796-7181)

City LAS VEGAS **State** NV **Zip** 89113/89118

E-mail Address INFO@KCNVLAW.COM/JBURKE@JBURKEARCHITECT.COM

Property Owner Signature* X Kelly DeGuzman

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 23rd day of March, 20 11.

Aleva L. H. Walker

Notary Public in and for said County and State

ALEVA L. H. WALKER
Notary Public State of Nevada
No. 06-107463-1
My Appt. Exp. July 5, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC - 70981
Meeting Date:	
Total Fee:	
Date Received:*	
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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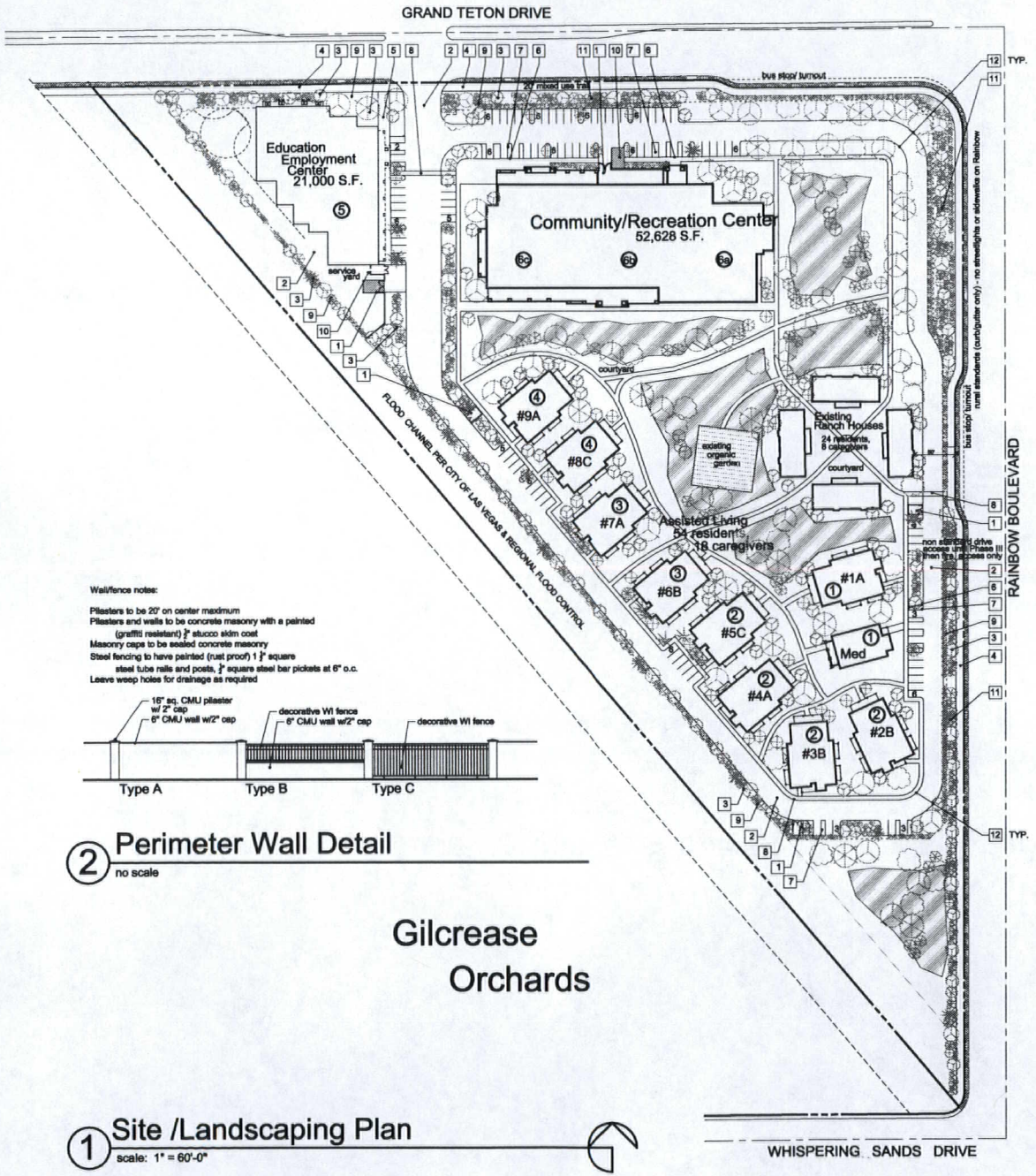


Wall/fence notes:

Pilasters to be 20' on center maximum
Pilasters and walls to be concrete masonry with a painted (graffiti resistant) $\frac{1}{2}$" stucco skim coat
Masonry caps to be sealed concrete masonry
Steel fencing to have painted (rust proof) 1 $\frac{1}{4}$" square steel tube rails and posts, $\frac{3}{4}$" square steel bar pickets at 6" o.c.
Leave weep holes for drainage as required

2 Perimeter Wall Detail
no scale

Gilcrease Orchards

1 Site /Landscaping Plan
scale: 1" = 60'-0"

project data

EXISTING ZONING:	GP-L/PD ZONING
REQUIRED ZONING:	GP-L/PD ZONING
EXISTING USE:	RESIDENTIAL HOUSING
PROPOSED USE:	ASSISTED LIVING/ COMMUNITY RECREATIONAL CENTER EDUCATIONAL EMPLOYMENT CENTER

AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	36,830 S.F.
MEDICAL FACILITY:	
EXISTING RESIDENTIAL HOUSING:	
COMMUNITY REC. CENTER:	52,628 S.F.
EDUCATION EMPLOYMENT CENTER	21,000 S.F.
TOTAL BUILDING AREA:	122,557 S.F.

PARKING SUMMARY:

	FACTOR	PKG. REQ.
ASSITED LIVING APARTMENTS:	1/UNIT+1 GUEST/5 UNITS	11
EXISTING RESIDENTIAL HOUSING:	2/UNIT	8
COMMUNITY REC. CENTER:	1/200 GFA	264
EDUCATION EMPLOYMENT CENTER	1/250 GFA	84
TOTAL PARKING REQUIRED:		367

PARKING PROVIDED:	100 STANDARD SPACES (PER CITY OF LAS VEGAS CONDITIONS OF APPROVAL)
TOTAL SITE AREA:	855,314 S.F. (15.05 A.C.) - net 775,989 S.F. (17.81 A.C.) - gross
BUILDING COVERAGE:	16.0 %
APN#: 125-155-01-002	

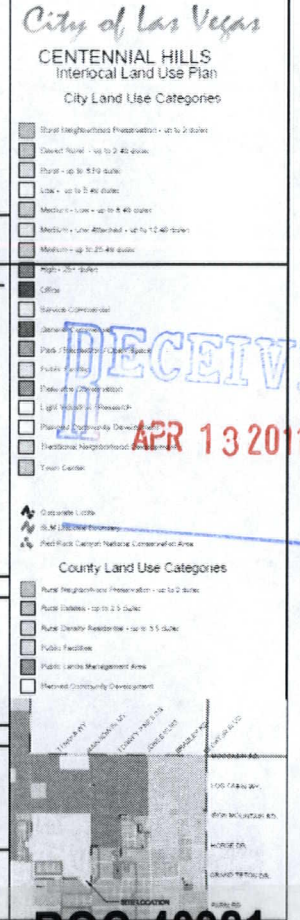
landscape legend

SYMBOL	LARGE TREES	TYPE	SIZE
	SHADEMASTER HONEY LOCUST Gleditsia	LARGE DECIDUOUS	24" box
	MEXICAN PALO VERDE Parkinsonia	MEDIUM EVERGREEN	15 gallon
	CHITALPA xxxxxxxxxxxxx	LARGE DECIDUOUS	24" box
	MESQUITE Prosopis	LARGE EVERGREEN	24" box
	CALIFORNIA PEPPER Schinus	MEDIUM EVERGREEN	15 gallon
	SHOESTRING ACACIA Acacia Stenophylla	MEDIUM EVERGREEN	15 gallon
	CHASTE TREE Vitex	MEDIUM EVERGREEN	15 gallon
	AFRICAN SUMAC Rhus lances	LARGE EVERGREEN	24" BOX
SYMBOL	SHRUBS		SIZE
	EVERGREEN EUONYMOUS Euonymous japonica		5 GAL
	COMMON WINTER CREEPER Euonymous fortunei		5 GAL
	TEXAS RANGER Leucophyllum Frutescens		5 GAL
	FEATHERY CASSIAS Cassia artemisioides		5 GAL
SYMBOL	GROUND COVER		
	MEXICAN PRIMROSE Oenothera berlandieri		1 GAL @ 18" O.C.&.W.
	HYBRID GAZANIA Gazania hybridus		1 GAL @ 18" O.C.&.W.
	DWARF COYOTE BRUSH Baccharis pilularis 'Centennial'		1 GAL @ 18" O.C.&.W.
	Native Desertscape		

NOTE: ALL INORGANIC LANDSCAPE GROUND COVER TO BE MATCH THE LANDSCAPE GRAVEL OF THE ADJACENT LOT

keynotes

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE w/ PAIR OF STEEL TUBE GATES w/ STAMPED METAL BACKING & LIFT PIN LOCK/LATCH
2	2" A.C. PAVING
3	LANDSCAPED AREA - BY OTHERS
4	MULTIUSE TRANSPORTATION TRAIL
5	4" CONCRETE SIDEWALK W/ROCK/SALT FINISH
6	FLUSH OUT SIDEWALK WITH PAVING FOR HANDICAP ACCESS
7	HANDICAP ACCESS AISLE
8	HANDICAP ACCESSIBLE ROUTE
9	DECO 6' CMU/METAL FENCE/WALL - SEE 2/A1
10	15' x 25' LOADING ZONE
11	INTENSE LANDSCAPE BUFFER
12	28' INSIDE, 52' OUTSIDE DRIVE RADII



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jdB architect
John David Burke, Architect, 6971 West Oquendo Road, #301, Las Vegas, NV 89118 (702)375-4053, jburke@jdbarchitect.com

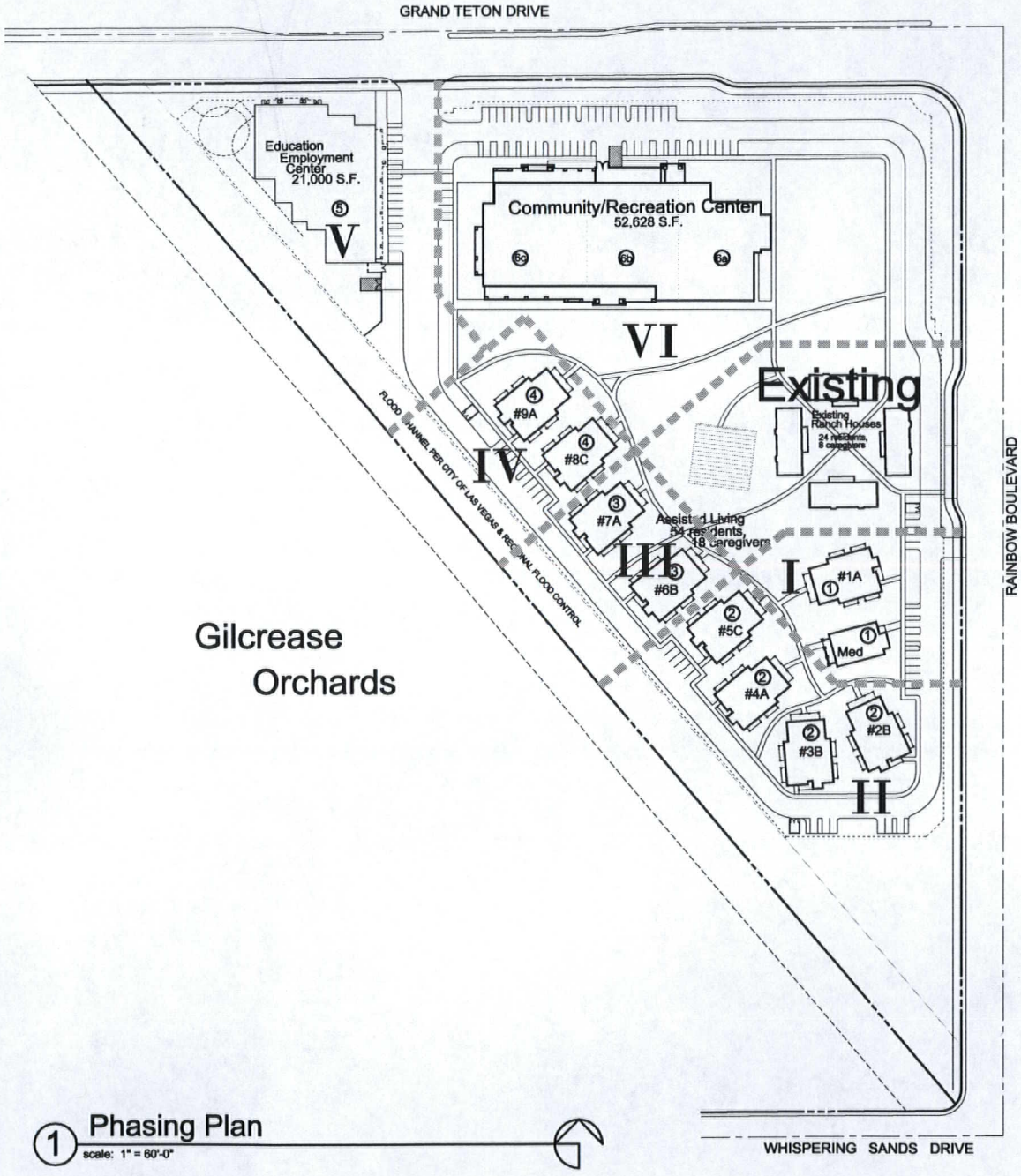
revisions
no. description date

New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	2/10/11
proj. no.	2010-48
drwn. by	
chkd. by	

sheet no. A1

ROC-40981
SDR-40980
REVISED



1 Phasing Plan
scale: 1" = 60'-0"

New Vista Ranch Phasing Plan:

I
1. Phase One - Build One New Residential Home and Onsite Medical Office
   a. Utilize existing access to Rainbow Boulevard. No offsite improvements to Rainbow Blvd. or Grand Teton except as noted in detail 2/A1a
   b. Construct underground utility connections to adjacent public utilities in Rainbow Boulevard.
   c. Construct non-standard multi-use trail on full street frontages consisting of:
      -rough graded frontage for a depth of 25'
      -desert landscaping for a depth of 25' except as noted
      -construct 10' wide decomposed granite pathway per detail 2/A1a
   d. Apply for GPA to amend Master Plan of Streets and Highways to revise designation of Rainbow Boulevard from Grand Teton south to 215 as a rural street

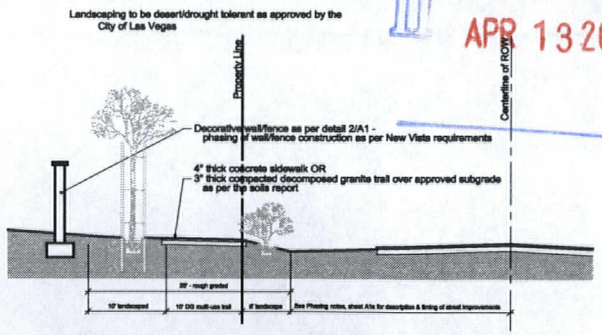
II
2. Phase Two - Build Four (4) More Residential Homes

III
3. Phase Three - Build Two (2) Additional Residential Homes
   a. Construct Grand Teton improvements as indicated on the Phasing Plan.
   b. Construct onsite roadways to direct onsite vehicle circulation to the Grand Teton access point.
   c. Construct fire truck crash gate on Rainbow to restrict access

IV
4. Phase Four - Build Two (2) Remaining Residential Homes

V
5. Phase Five - Construction of the Education & Employment Center Building
   a. Construct full offsites on Rainbow Boulevard as per approvals obtained at that point in time.

VI
6. Phase Six - Construction of the Recreation Center



Grand Teton - Phases I and II*
Rainbow - Phases I, II, III and IV**
2 Non-standard rural multi-use trail
no scale

* Install CLV Std. Multi-Use Transportation Trail in Phase III on Grand Teton
** Install CLV Std. (except for no streetlights) Multi-Use Transportation Trail in Phase V on Rainbow

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4/12/11	2010-48		

sheet no. A1a

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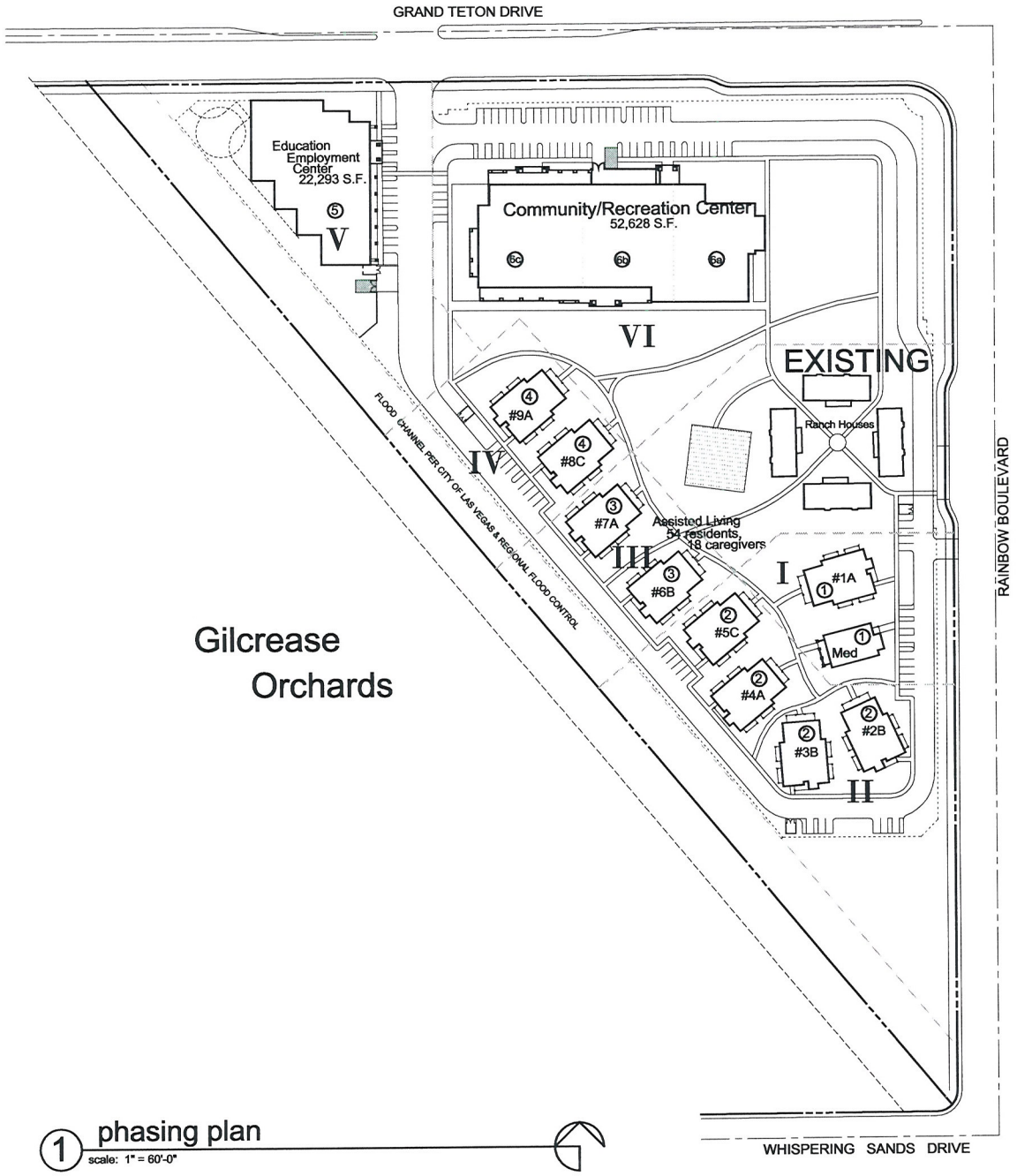

1 phasing plan
scale: 1" = 60'-0"

New Vista Ranch Phasing Plan:

1. Phase One - Build One New Residential Home and Onsite Medical Office
   a. Utilize existing access to Rainbow Boulevard. No offsite improvements to Rainbow Blvd. or Grand Teton.
   b. Construct underground utility connections to adjacent public utilities in Rainbow Boulevard.

2. Phase Two - Build Four (4) More Residential Homes
   a. Build only onsite infrastructure to support four more homes.

3. Phase Three - Build Two (2) Additional Residential Homes
   a. Construct offsite improvements to Grand Teton by developing a median opening within the existing half constructed median to allow both in and out circulation from the property to the north.
   b. Construct onsite roadways to direct onsite vehicle circulation to the Grand Teton access point.

4. Phase Four - Build Two (2) Remaining Residential Homes
   a. During this phase of development, and prior to receiving the occupancy permit for the first building in this Phase, commence construction of the offsite improvements to Rainbow Boulevard. The improvements to Rainbow Boulevard must commence and be completed within 180 days.
   b. Full offsite improvements to Grand Teton once 1) the construction of the either the mini business workshop building or the recreation center is commenced; 2) adjacent properties have constructed Grand Teton to the New Vista's property or 3) when requested by the City of Las Vegas Public Works Department based upon need for improved traffic circulation.

5. Phase Five - Construction of the Mini Business Workshop Building

6. Phase Six - Construction of the Recreation Center

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date description

jdB architect
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New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

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drwn. by	
chkd. by	

sheet no. A1b

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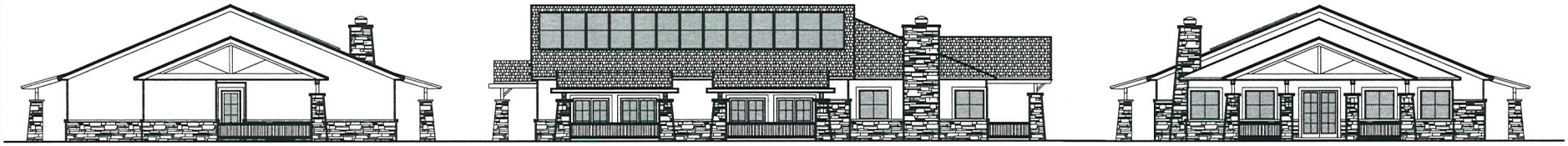

typical rear side front

Type C



typical rear side front

Type B



typical rear side front

Type A

1 EXTERIOR ELEVATIONS Assisted Living Module

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New Vista Community
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Education & Employment Center
City of Las Vegas Nevada

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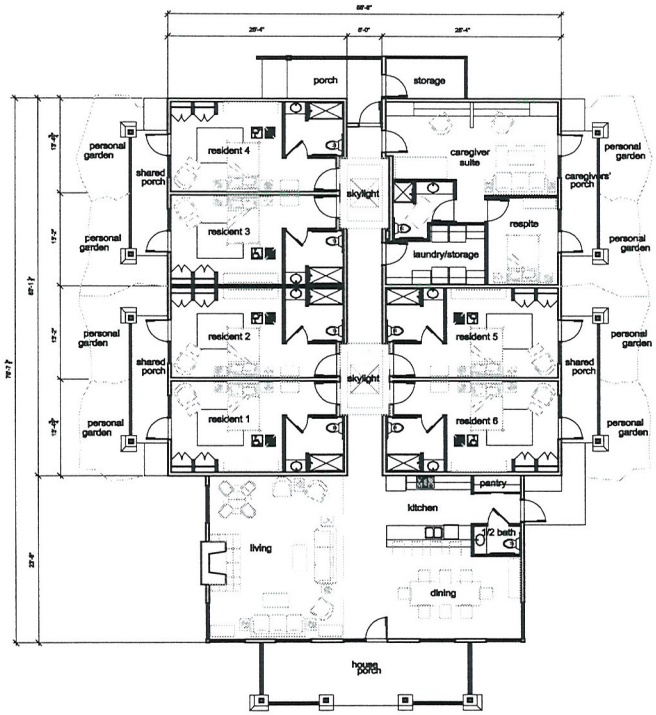
chkd. by	

sheet no. A2

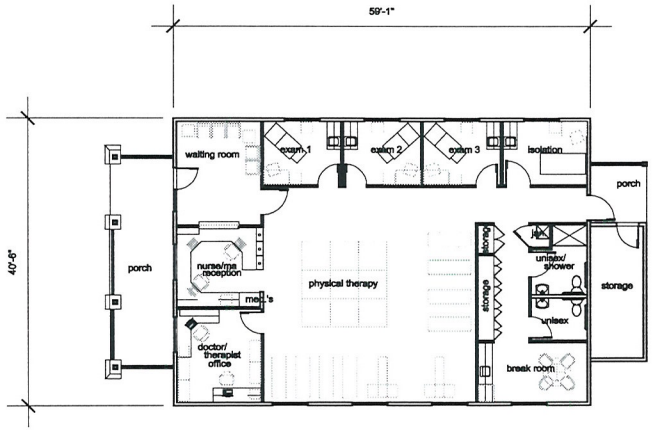
keynotes

#	description
1	STUCCO FINISH
2	STONE VENEER
3	CONCRETE ROOF TILE
4	TIMBER TRUSS
5	PELLA DOORS/WINDOWS
6	WOOD RAILING
7	PHOTOVOLTAIC ARRAY



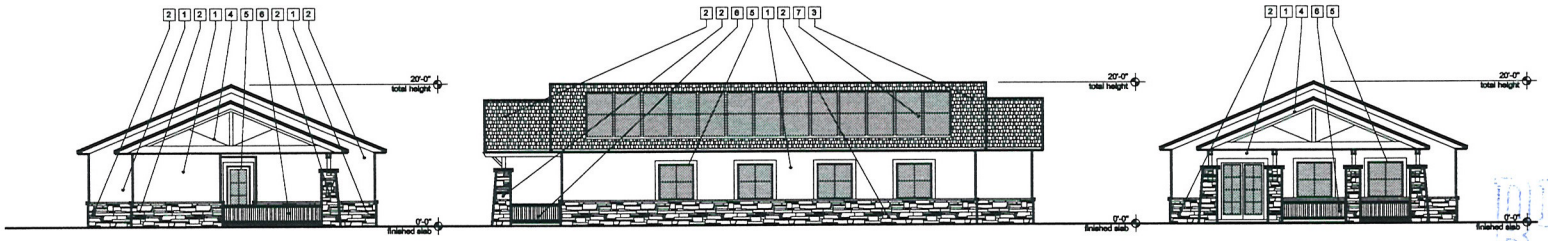
3 **floor plan** Assisted Living Module

NET BUILDING AREA: 4,070 S.F.



2 **floor plan** Medical/Therapy Office

NET BUILDING AREA: 2,394 S.F.



typical rear | typical side | front

1 **exterior elevations** Medical/Therapy Office

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Education & Employment Center
City of Las Vegas Nevada

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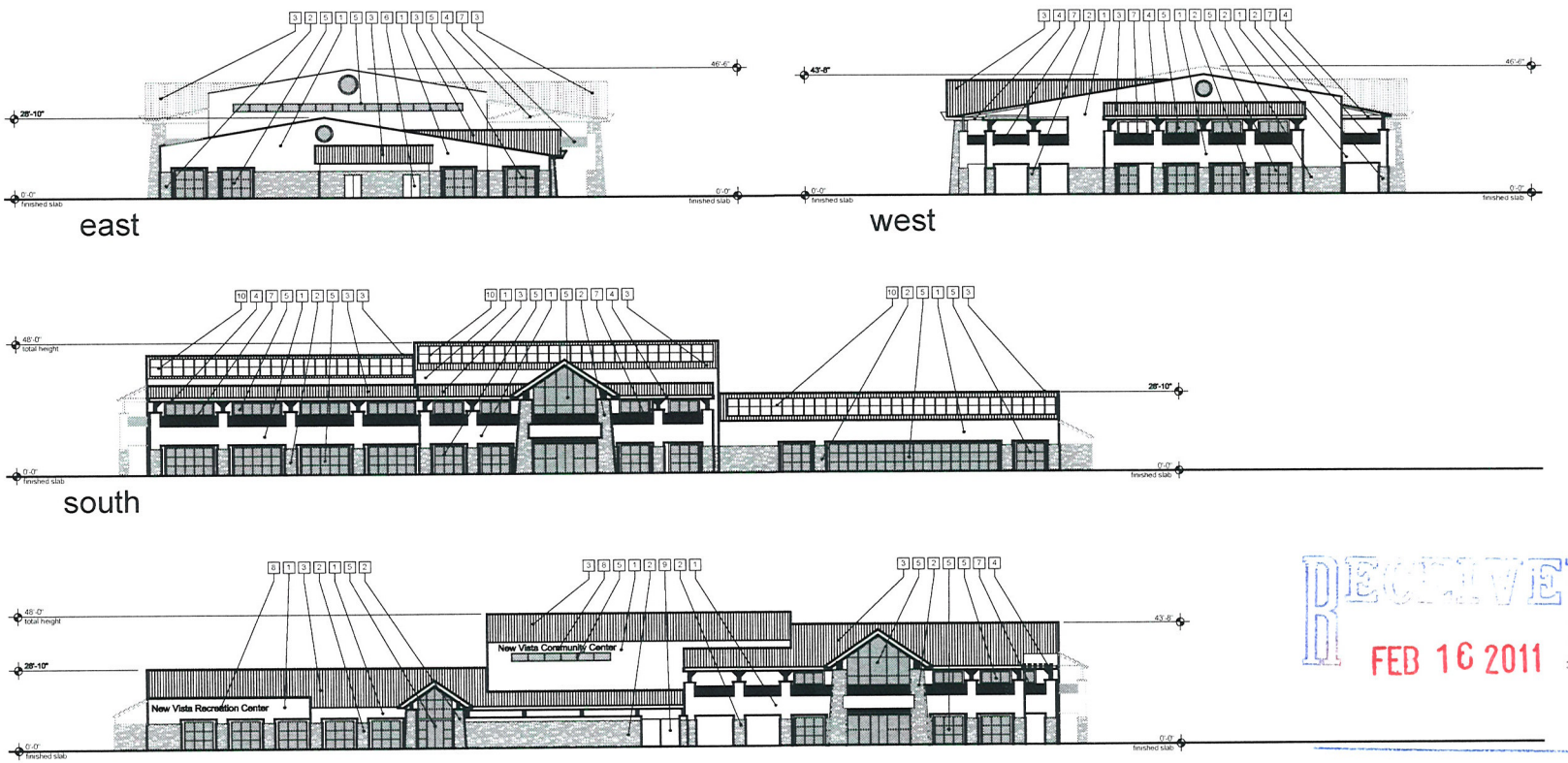
2/10/11	2010-48		

sheet no. A3

keynotes

#	description
1	STUCCO FINISH
2	STONE VENEER
3	STANDING SEAM METAL ROOF
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	WOOD RAILING
8	SIGNAGE - BY OTHERS
9	PAIR OF STEEL TUBE GATES WITH STAMPED METAL BACKING AND LIFT PIN LOCK/LATCH
10	PHOTOVOLTAIC ARRAY



1 conceptual elevations

SCALE: 1" = 20'-0"

Community/Recreation Center

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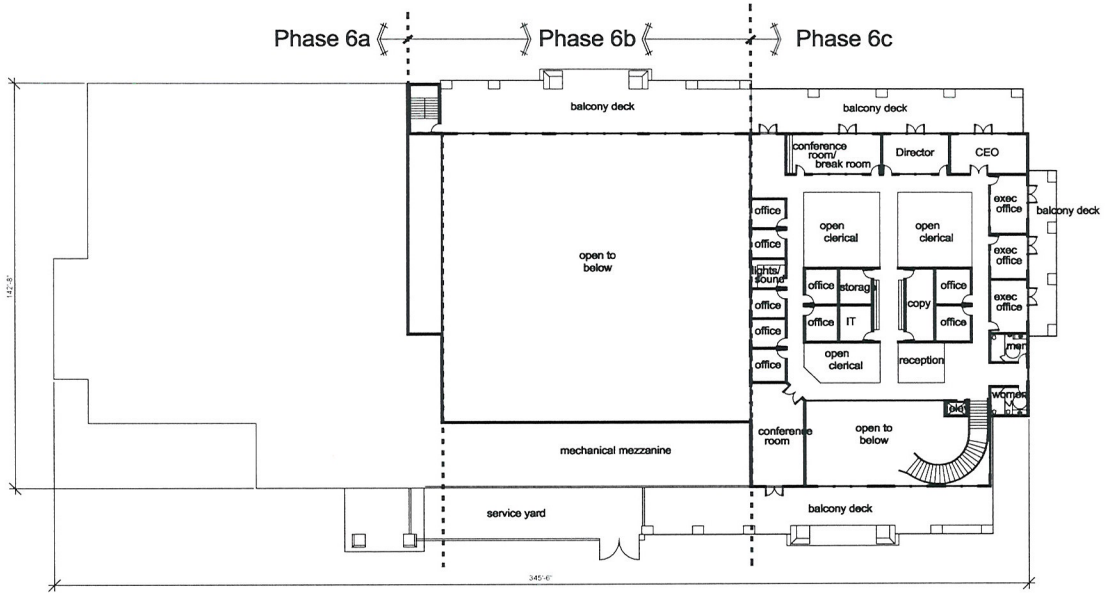
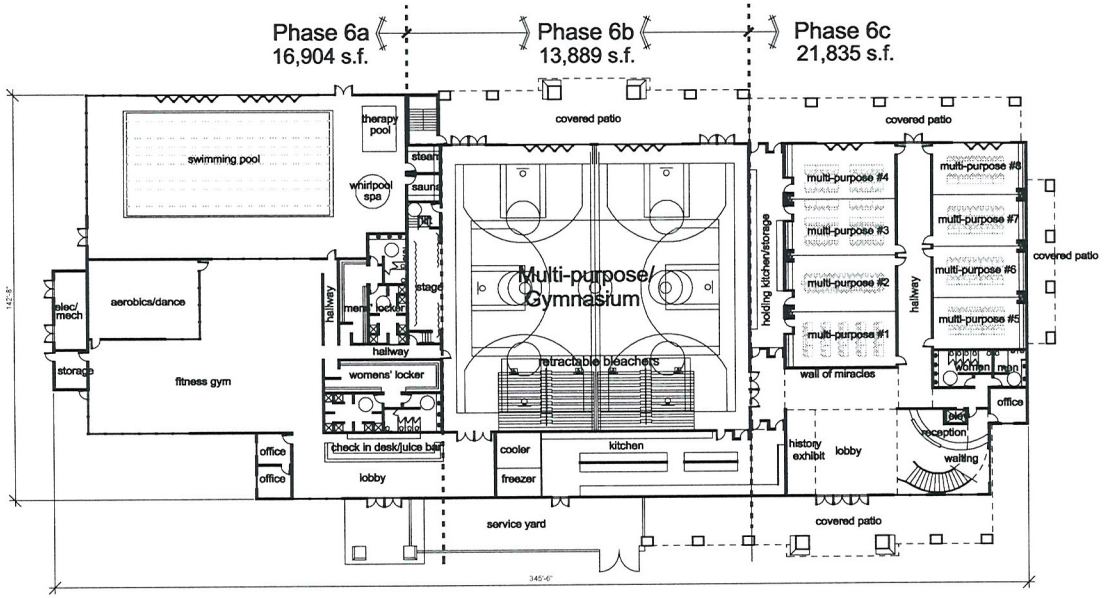


Second Floor



First Floor

1 floor plans

SCALE: 1" = 20'-0"

New Vista Community

Community & Recreational Center

Area Summary

Phase 6a		
A:	POOL/FITNESS/LOCKER ROOMS SNACK BAR/LOBBIES	16,904 S.F.
Phase 6b		
B:	MULTI-PURPOSE GYMNASIUM	11,749 S.F.
C:	KITCHEN	2,140 S.F.
	SUBTOTAL:	13,889 S.F.
Phase 6c		
D:	LOBBY/RECEPTION/RESTROOMS/ MULTI-PURPOSE ROOMS/ HOLDING KITCHEN/STORAGE	11,910 S.F.
E:	CORPORATE OFFICES	9,925 S.F.
	SUBTOTAL:	21,835 S.F.
	COMMUNITY/REC CENTER BLDG. TOTAL:	52,628 S.F.

NOTE: NO RETAIL USES ARE SHOWN

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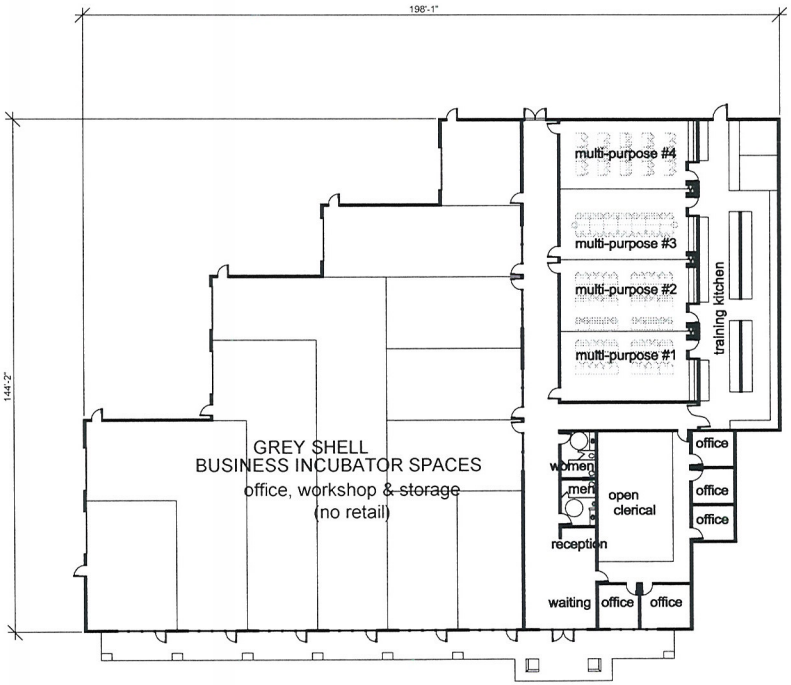
sheet no. A5

keynotes

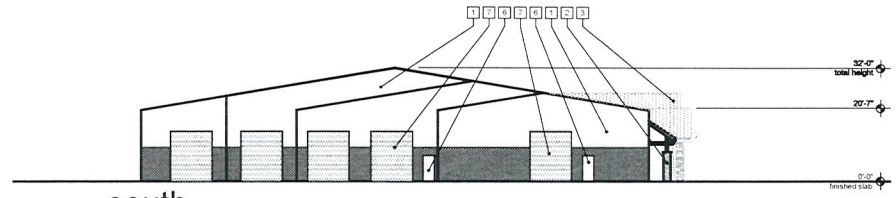
#	description
1	STUCCO FINISH
2	STONE VENEER
3	STANDING SEAM METAL ROOF
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	ROLL-UP DOOR
8	SIGNAGE - BY OTHERS



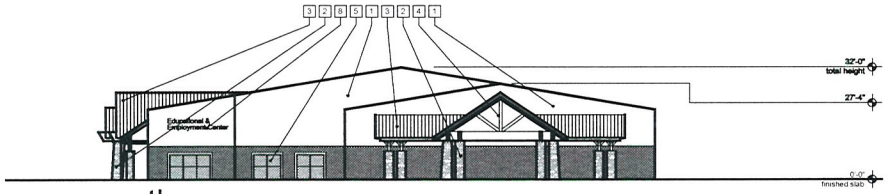
2 floor plan employment & educational Center

SCALE: 1/16" = 1'-0"

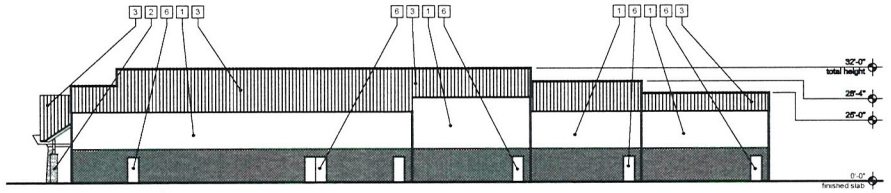
22,293 s.f.



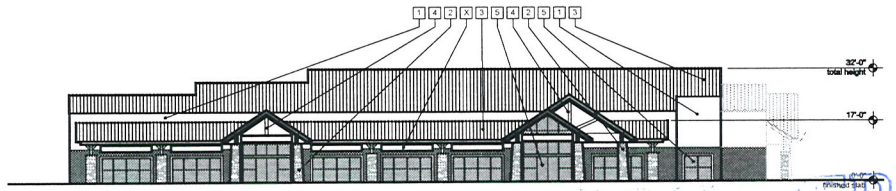
south



north



west



east

1 elevations

SCALE: 1/16" = 1'-0"

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jdB architect

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New Vista Community

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Community & Recreational Center
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COLOR/MATERIALS BOARD

Ⓐ stucco dark field:
Frazee - CL 2676A 'Tia Maria'

Ⓑ stucco medium field:
Frazee - CL 2674M 'Storm Bay'

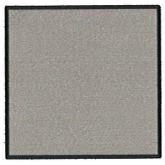
Ⓒ stucco light field:
Frazee - CL 2622W 'Stones Throw'

Ⓓ trim:
Frazee - CL 2677N 'Espresso'

Ⓔ sconces & signage:
Frazee - CL 3004M 'Bonjour'



Ⓕ storefront framing:
ab-4 medium bronze



Ⓖ glazing:
PPG - 'Solarcool' bronze reflective



Ⓗ cultured stone veneer:
Eldorado Stone - Mountain Ledge
'Bitteroot'



Ⓙ roof tile:
MonierLifetile - 1MDCL5001
'Mountainwood'



Ⓚ standing seam metal roof:
Berridge - Zee-Lock
'Aged Bronze'

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New Vista Community
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City of Las Vegas Nevada

ROC-40981
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jdB architect

John David Burke, Architect, 3471 West Oquendo Road, #301, Las Vegas, NV 89118 (702)876-4863, jburke@jburkearchitect.com



ROC-40981 AND SDR-40980 - APPLICANT/OWNER: NEW VISTA RANCH, INC.
7875 NORTH RAINBOW BOULEVARD

03/31/11



ROC-40981 AND SDR-40980 - APPLICANT/OWNER: NEW VISTA RANCH, INC.
7875 NORTH RAINBOW BOULEVARD

03/31/11



LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

March 1, 2007

Ms. Kelly Deguzman
New Vista Ranch, Inc.
3085 South Valley View Boulevard
Las Vegas, Nevada 89102

RE: ZON-16580 - REZONING
CITY COUNCIL MEETING OF FEBRUARY 7, 2007
RELATED TO GPA-16578 AND SDR-16581

Dear Ms. Deguzman:

The City Council at a regular meeting held February 7, 2007 APPROVED the request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002). NOTE: NEW VISTA RANCH, INC. IS THE APPLICANT/OWNER. The Notice of Final Action was filed with the Las Vegas City Clerk on February 8, 2007. This approval is subject to:

Added Conditions:

A. The approved Master Development Plan and Development Standard shall be recorded with the County Recorder and a filed-stamped copy provided to the City of Las Vegas Planning and Development Department.

B. Amending Section 4.3 of the Master Development Plan to state that Service and Loading Area yard shall be screened from adjacent streets pursuant to Title 19.

C. Amending Section 7.0 of the Master Development Plan to add the language that Title 19 shall govern any subject matter not specifically addressed by this Master Development Plan.

Planning and Development

1. A General Plan Amendment (GPA-16578) to PCD (Planned Community Development) land use designation approved by the City Council.

2. A Site Development Plan Review (SDR-16581) application approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

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3. The parking that is specified for the site be restricted to 100 spaces for daily use and the applicant must submit a design of the site plan that incorporates that.

4. The height of the parking lot lighting shall be restricted to 20 feet and that proper shrubs be incorporated into the design so as to eliminate any light pollution that might reach on the north side of Grand Teton Drive or on the east side of Rainbow Boulevard.

5. A revised landscape plan shall be submitted prior to the time application is made for a building permit depicting a 20-foot multi-use transportation trail consisting of a five foot landscaped corridor, a 10-foot sidewalk, and a 5-foot transition strip along Rainbow Boulevard and Grand Teton Drive.

6. There will be no retail uses on this site.

7. The project shall be in compliance with the Master Development Plan submitted 2/7/2007, except as amended herein.

Public Works

8. Dedicate an additional 10 feet of right-of-way for a total half-street width of 60 feet on Grand Teton Drive and the additional right-of-way necessary to maintain a 54-foot radius at the southwest corner of Grand Teton Drive and Rainbow Boulevard adjacent to this site prior to the issuance of any permits. In addition, dedicate all additional rights-of-way required for a bus turnout on Rainbow Boulevard prior to the issuance of any permits unless otherwise allowed by the City Traffic Engineer.

9. Construct all incomplete half-street improvements, including appropriate transition paving and overpaving (if legally able), on Grand Teton Drive and Rainbow Boulevard adjacent to this site concurrent with development of this site. Sidewalk improvements may be deferred at this time on Rainbow Boulevard, provided a Covenant Running with Land Agreement is recorded for all such improvements deferred. Streetlights on Rainbow Boulevard may also be deferred, provided the applicant provides such streetlights to the City for future installation, and constructs all needed underground infrastructure necessary for such future installation. Alternatively, monies in lieu of such streetlights may be contributed to the City if allowed by the City Engineer. 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. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

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10. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

11. All discussion regarding Summerlin style lighting refers to internal lighting only; not exterior street lighting. Lighting on Grand Teton Drive would match the City's current plan.

Sincerely,

Lean 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. John Burke
3471 West Oquendo Road, Suite #301
Las Vegas, Nevada 89118

Ms. Tabitha Keach
KKBR&F
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109



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STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

February 8, 2007

Ms. Kelly Deguzman
New Vista Ranch, Inc.
3085 South Valley View Boulevard
Las Vegas, Nevada 89102

RE: SDR-16581 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF FEBRUARY 7, 2007
RELATED TO GPA-16578 AND ZON-16580

Dear Ms. Deguzman:

The City Council at a regular meeting held February 7, 2007 APPROVED the request for a Site Development Review FOR A PROPOSED TWO-STORY, 56-UNIT ASSISTED LIVING APARTMENT DEVELOPMENT WITH A 43,283 SQUARE-FOOT COMMERCIAL AMUSEMENT/RECREATION (INDOOR) FACILITY, 3,024 SQUARE FEET OF MEDICAL OFFICE SPACE, AND 1,382 SQUARE FEET OF RETAIL SPACE on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), U (Undeveloped) Zone [DR (Desert Rural Density Residential) Master Plan Designation] [PROPOSED: PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development) Zone]. NOTE: NEW VISTA RANCH, INC. IS THE APPLICANT/OWNER. The Notice of Final Action was filed with the Las Vegas City Clerk on February 8, 2007. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-16578) and Rezoning (ZON-16580) shall be required.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 10/30/06, except as amended by conditions herein.

4. The Site Plan must incorporate the amended design standards set forth in the zoning

5. The site plan shall be revised in accordance with the master development and standards agreement as approved.

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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6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: The applicant shall provide an additional 47 trees in the parking lot area; an additional 50 trees in the perimeter landscape buffer along the right-of-way; and an additional 54 trees in an eight-foot wide landscape buffer along the eastern edge of the flood control channel.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off 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.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. 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.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

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Public Works

15. Gated access driveways shall be designed, located and constructed in accordance with Standard Drawing #222a.

16. Landscape and maintain all unimproved rights-of-way, if any, on Grand Teton Drive and Rainbow Boulevard adjacent to this site.

17. Submit an Encroachment Agreement for all landscaping, if any, located in the Grand Teton Drive and Rainbow Boulevard public rights-of-way adjacent to this site prior to occupancy of this site.

18. 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.

19. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

20. Site development to comply with all applicable conditions of approval for ZON-16580 and all other applicable site-related actions.

21. 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.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, Acting City Clerk

cc: See Attached Llist

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SDR-40980

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. John Burke
3471 West Oquendo Road, Suite #301
Las Vegas, Nevada 89118

Ms. Tabitha Keach
KKBR&F
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109

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ROC-40981
SDR-40980

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106



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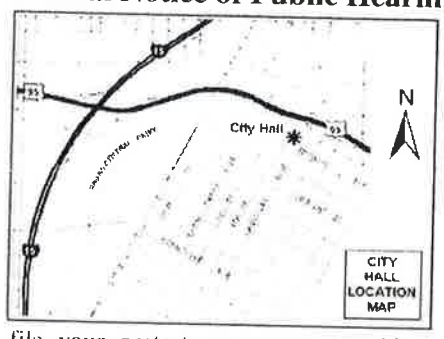

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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Planning Commission Meeting of 7/12/2011

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12515711007 Case: ROC-40981
MAGUINESS THOMAS S & ELIZABETH
7504 VIA SIGNORELLI
LAS VEGAS NV 89131-0125

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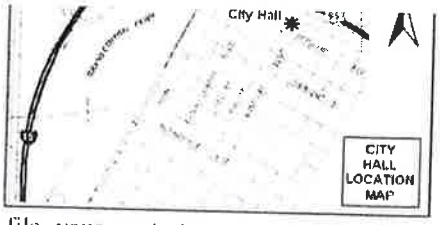



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Planning Commission Meeting of 7/12/2011

12515212026 Case: ROC-40981
GOURLEY R VAUGHN & KAROL
7331 REAL QUIET DR
LAS VEGAS NV 89131-4133

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ROC-40981 & SDR-40980
Planning Commission Meeting of 7/12/2011

12514110024 Case: ROC-40981
HOBBS DARRELL R & DIANA R
7868 GARDEN STREAM CT
LAS VEGAS NV 89131-2245

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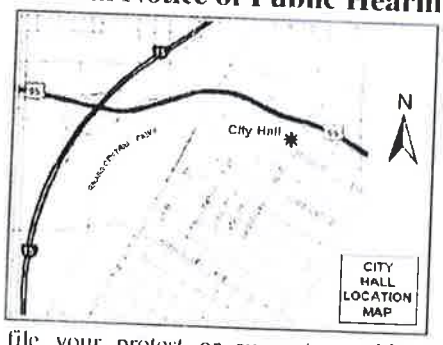

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12510812116 Case: ROC-40981
KAWAKAMI CHRISTOPHER T & PAUL M
7140 RIVER MEADOWS AVE
LAS VEGAS NV 89131-4315

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PLANNING & DEVELOPMENT

12515712002 Case: ROC-40981
VARGAS JOSE G
6813 VIA LOCANDA AVE
LAS VEGAS NV 89131-0127

31-32 P

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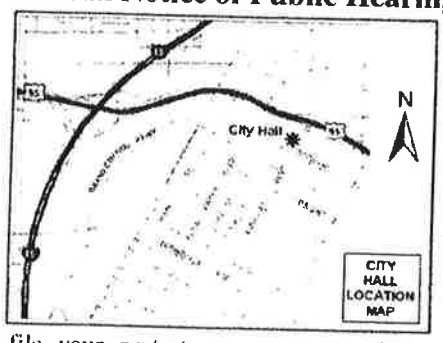



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Planning Commission Meeting of 7/12/2011

Case: ROC-40981

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CHAO-WANG TRUST
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UNION CITY CA 94587-4368

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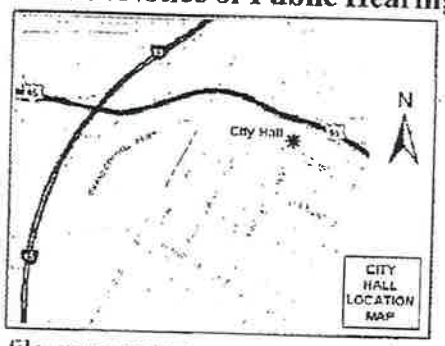

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12515712015 Case: ROC-40981
MARTINEZ NORMA J & RICARDO A JR
6804 VIA COSTA BELLA AVE
LAS VEGAS NV 89131-0130

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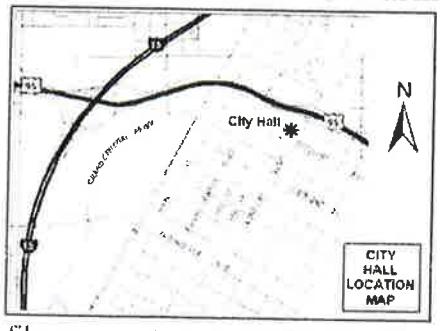

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Case: ROC-40981
12514105012
VICCHIULLO MARIO A JR & DONNA M
6580 WHISPERING SANDS DR
LAS VEGAS NV 89131-2220

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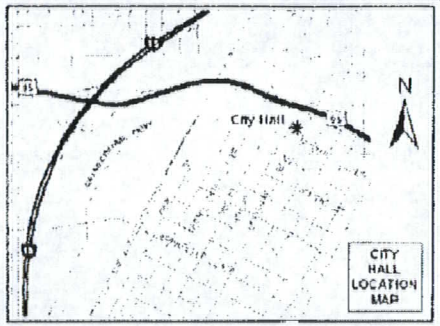

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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Planning Commission Meeting of 7/12/2011

Case: ROC-40981

12515712023
DURELL WILLIAM & JANET FAM TR
7509 VIA FIORENTINO ST
LAS VEGAS NV 89131-0129

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Durell Laboratories

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Development Services Center
333 North Rancho Drive, 3rd Floor
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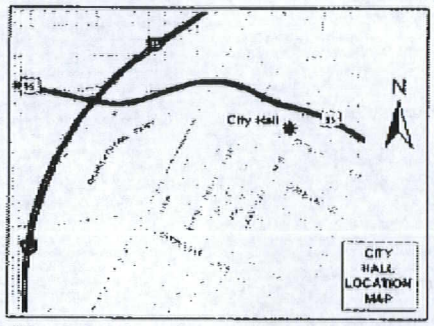

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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

Case: ROC-40981
12515402005
MCCALLA ROBERT D & TAMARA M
7355 SEVERANCE LN
LAS VEGAS NV 89131-3326

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Department of Planning
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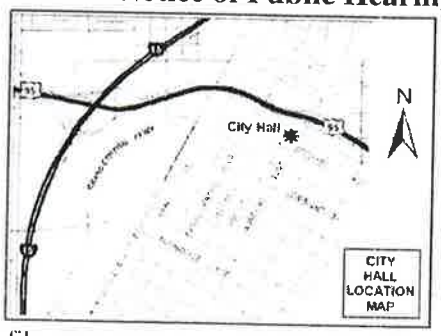

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Case: ROC-40981

12515212005
GROVES JOHN G & JANE L
7740 TAMWORTH CT
LAS VEGAS NV 89131-4127

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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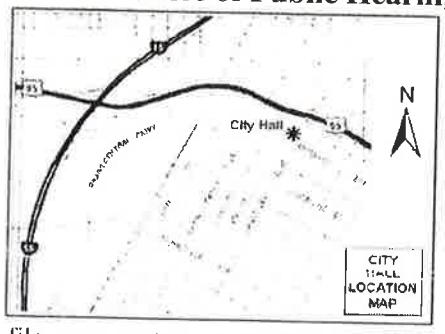

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12515810050
CARDWELL-LUETKEMEYER LIVING TR
6896 KELP LEDGE CT
LAS VEGAS NV 89131-0122

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12514110007
EAGLE RANCH 3 L L C
801 S RANCHO DR #E-4
LAS VEGAS NV 89106-3912

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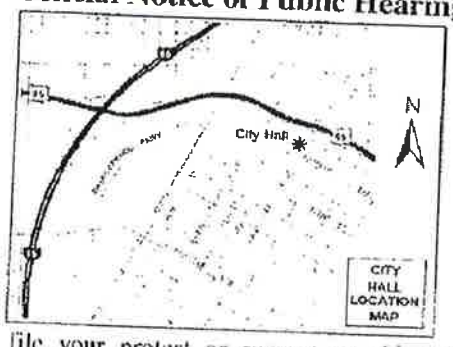

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Planning Commission Meeting of 7/12/2011

12515211022 Case: ROC-40981
TRIPP JAMES R & CONNIE J
7222 SILVER CHARM CT
LAS VEGAS NV 89131-4129

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

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12510714014 Case. ROC-40981
HUFFMAN KURT TRUST
P O BOX 751450
LAS VEGAS NV 89136-1450

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Development Services Center
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Planning Commission Meeting of 7/12/2011

Case: ROC-40981

12515405016
SMITH PAMELA T
7240 N MONTE CRISTO WY
LAS VEGAS NV 89131-3334

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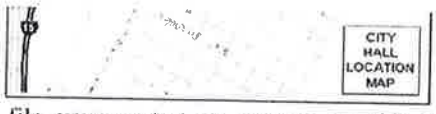

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Planning Commission Meeting of 7/12/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ROC-40981

12510818008
MOWAT CHARLES W & SUZANNE J
8113 BAY COLONY ST
LAS VEGAS NV 89131-6707

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New Vista Ranch,
MOD-41437

August 11, 2011

Honorable Mayor, City Council Members, & Planning Commission Members;

I am contacting you today in regards to the New Vista Ranch's major modification, MOD-41437. In 2007 I attended multiple meetings, reviewing and discussing the proposed plans for the New Vista Property. While attending those meeting my neighbors and myself had some concerns over the 2 story apartment style building, vacating the entrance on Rainbow, noncommercial style lighting with reducing the parking spaces, this was well over 400.

I attended the July 7, 2011 neighbor meeting at the New Vista Ranch to discuss the major modifications, changes. The new plans and drawing were explained and available for one on one review with John Burke. My wife & I were very pleased with what was presented at the July 7, 2011 meeting.

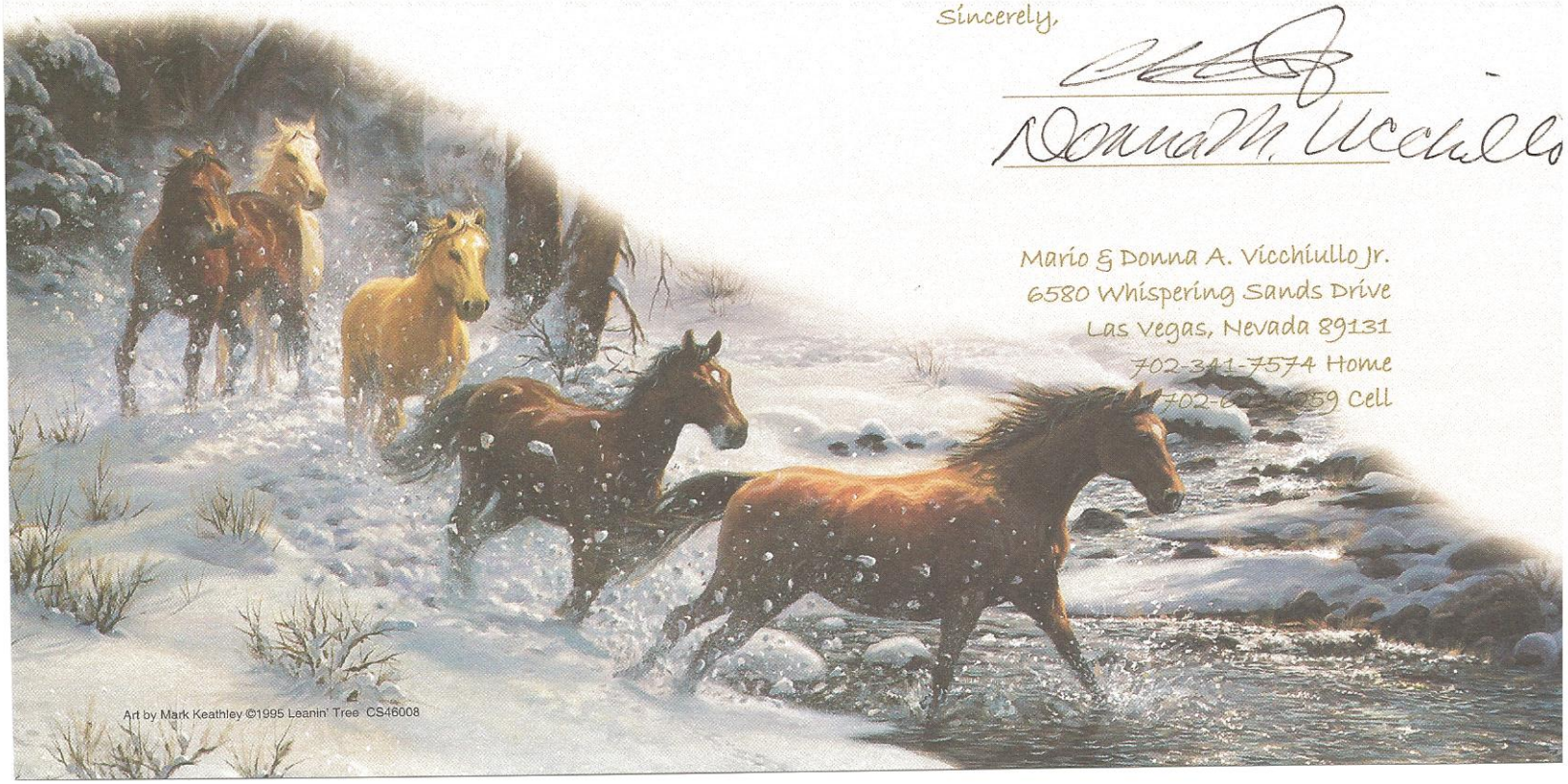
The Vicchiullo family supports the plan that New Vista was going to present to the Planning Commission on August 9, 2011, with addition of this not being classified as a homeless shelter and would like to see off-site improvements on Rainbow, as rural standards. This is very important to those of us who have horses in the neighborhood.

I would like to thank you for your time & concern, and I am available anytime for discussion on this matter.

Sincerely,

Donna M. Vicchiullo

Mario & Donna A. Vicchiullo Jr.
6580 Whispering Sands Drive
Las Vegas, Nevada 89131
702-341-7574 Home
702-[illegible]59 Cell



From: Flinn Fagg
To: Steve Gebeke; Carman Burney
Subject: FW: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980
Date: Thursday, August 25, 2011 9:01:13 AM

Can you include this with the backup?

From: Michelle Thackston
Sent: Thursday, August 25, 2011 9:01 AM
To: Flinn Fagg
Subject: FW: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980

What do I need to do to make this part of the backup material?

Michelle

From: baileytchicken@aol.com [mailto:baileytchicken@aol.com]
Sent: Thursday, August 25, 2011 5:55 AM
To: Michelle Thackston
Subject: RE: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980

RE: New Vista Ranch, MOD-41437, ROC-40981, SDR-40980

August 16, 2011

Honorable Mayor, City Council Members, and Planning Commission Members;

I am writing with regards to New Vista's proposed changes to their previously approved plan. I have been following New Vista's progress since I purchased my property in March of 1988 and received a disclosure statement with my purchase. My street, Jo Marcy, lines up with New Vista's current driveway. I was actively involved in the neighborhood meetings, Planning Commission meeting, and City Council meeting in 2006/2007. Some of you may remember me because I was one of the few that opposed the plan at the Planning Commission meeting and the only person who spoke in opposition at the City Council meeting. I was opposed with the plan due to its lack of compatibility with the surrounding RE/RNP properties. During these meetings, I requested that the Community Center and Employment Training Center be placed along Grand Teton, along with their entrance, since there was already a maintenance shed on Grand Teton for Silverstone Golf Course and the back walls of homes in the higher density section of Silverstone. I also requested that the massive, two-story, 56 unit apartment complex be broken down into residential houses similar to what was currently located on New Vista's property. There were many other requests that I made, including the reduction of parking spaces, height restrictions, closing Rainbow as an entrance, lighting, and having off site improvements on Rainbow as rural standards. Some of my requests were met, but many were not.

When I received the letter inviting me to another neighborhood meeting to discuss New Vista's major modifications, I was apprehensive and unsure of what was in store for me. I was pleasantly surprised at the new site plan. I was finally going to get what I had previously requested. One of my neighbors and I arrived at the meeting on July 7th at the same time, after the first two arrivals had left. We had the opportunity to ask questions for quite some time before any one else arrived. I expressed how happy I was with the new site plan. I told the representatives from New Vista and John Burke, the architect, how happy I was. I also expressed a few concerns and new conditions that I would like to see placed on the development. I told them that if they were able to meet those conditions, that I would support them fully. I received confirmation from New Vista's legal representation that my conditions/changes have been met along with changes that others at the meeting requested.

I would like to see the plan that New Vista modified for the August 9, 2011 Planning Commission meeting approved. I realize that my husband and I only represent one house, but we are one of the closest neighbors to New

Vista in the RE/RNP area, and we will be some of the most affected by your decision. We are not located in a gated community with a HOA to represent us like the people who live on the north side of Grand Teton. Instead, we can only hope that you see our plight and approve the plan by keeping the larger buildings and entrance on Grand Teton and the homes along Rainbow and the Orchard so that we can have a development that is compatible with us and the rest of our neighbors that are to the east and south of New Vista Ranch.

Thank you for taking the time to consider my request. I would be more than happy to discuss this with each and every one of you if you have any questions or comments.

Respectfully submitted,

Pam Bailey
6665 Jo Marcy Dr.
Las Vegas, NV 89131
(702) 658-7081

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40980 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-41437 AND ROC-40981 - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC. - For possible action on a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-16581) TO DIVIDE TWO LARGE BUILDINGS INTO NINE SMALLER BUILDINGS FOR A 78-UNIT ASSISTED LIVING COMMUNITY on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**16**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-40980** APN: 125-15-501-002

Name of Property Owner: NEW VISTA RANCH INC.

Name of Applicant: " " "

Name of Representative: CHRIS KAEMPFER

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 Kelly DeGuzman

Print Name: KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 15 day of February, 2011

Notary Public in and for said County and State

SALLY MARCUS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-05-2013
Certificate No: 97-1845-1

RECEIVED
FEB 16 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: NEW VISTA COMMUNITY

Project Address (Location) 7875 N. RAINBOW BLVD.

Project Name NEW VISTA COMM-ASST'D LIVING/CMM & REC CTR/EDU & EMPLO **Proposed Use** HOUSING & SUPPORT FACILITY MR/DD POP.

Assessor's Parcel #(s) 125-15-501-002 **Ward #**

General Plan: existing PCD proposed PCD **Zoning:** existing PD proposed PD

Commercial Square Footage 123,850 S.F. **Floor Area Ratio** 16.0%

Gross Acres 15.0 **Lots/Units** 78 **Density** 5.2/ACRE

Additional Information SEE JUSTIFICATION LETTER FOR SITE PLAN DEVELOPMENT REVIEW

PROPERTY OWNER NEW VISTA RANCH, INC. **Contact** KELLY DEGUZMAN, CEO

Address P.O. BOX 80025 **Phone:** (702) 457-4677 **Fax:** (702) 457-1422

City LAS VEGAS **State** NV **Zip** 89180-0025

E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

APPLICANT NEW VISTA RANCH, INC. **Contact** KELLY DEGUZMAN, CEO

Address P.O. BOX 80025 **Phone:** (702) 457-4677 **Fax:** (702) 457-1422

City LAS VEGAS **State** NV **Zip** 89180-0025

E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

REPRESENTATIVE CHRIS KAEMPFER/JOHN BURKE **Contact** KCRG&F/JOHN BURKE

Address 8345 W. SUNSET RD. #250/3471 W. OQUENDO RD. #301 **Phone** 792-7000 / 876-4863 **Fax** 796-7181 / 876-9355

City LAS VEGAS **State** NV **Zip** 89113/89118

E-mail Address INFO@KCNVLAW.COM/JBURKE@JBURKEARCHITECT.COM

Property Owner Signature* Kelly DeGuzman

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Kelly Deguzman, CEO

Subscribed and sworn before me

This 1st day of March, 20 11.

Aleva L. H. Walker

Notary Public in and for said County and State

Clark, NV

ALEVA L. H. WALKER
Notary Public State of Nevada
No. 06-107463-1
My Appt. Exp. July 5, 2014

FOR DEPARTMENT USE ONLY

Case #	SDR-40980
Meeting Date:	
Total Fee:	
Date Received:*	
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

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

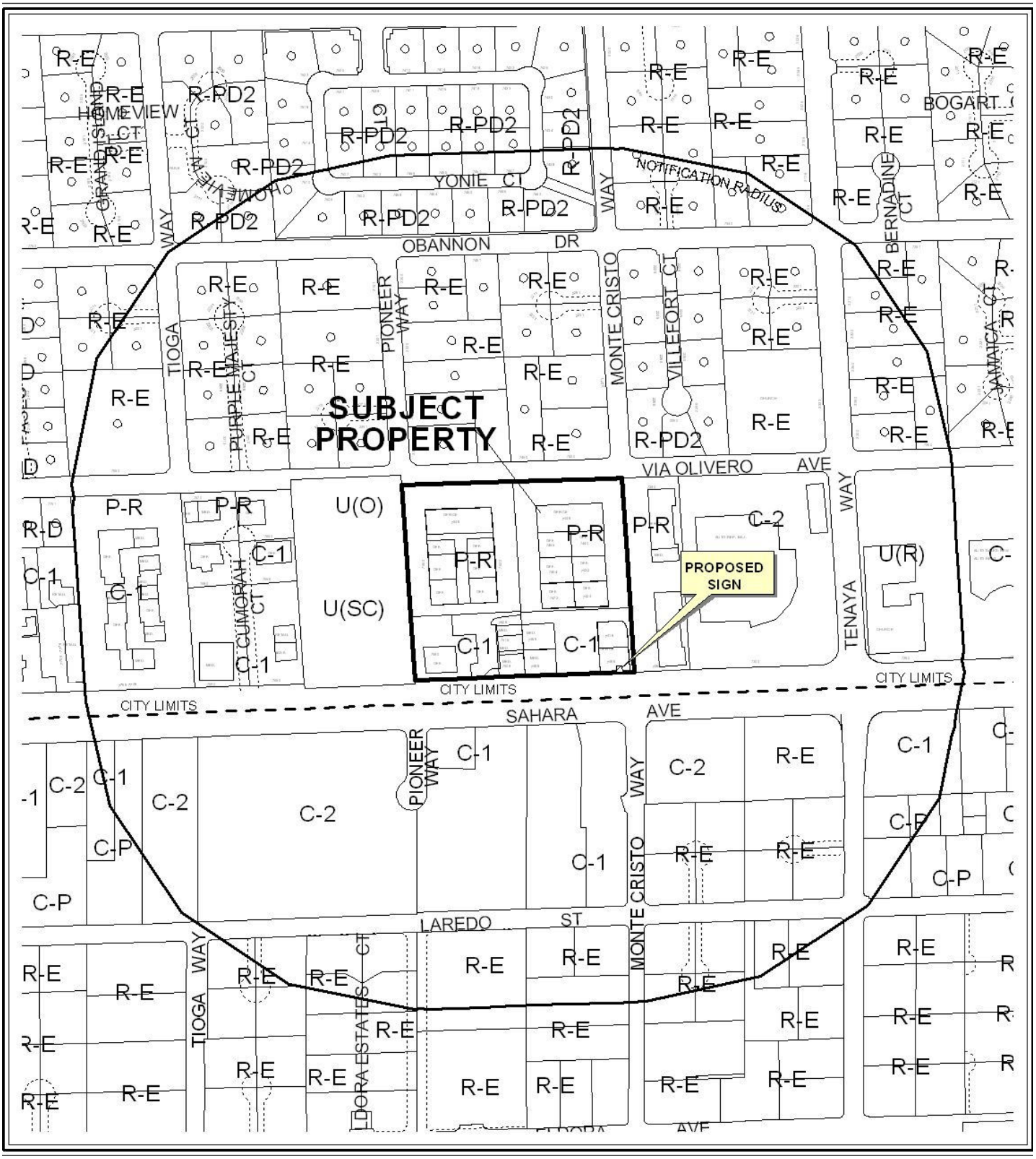
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-42233 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION - For possible action on a request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report – ROC-42233 and VAR-42234
3. Supporting Documentation
4. City Council Approval Letter for Z-50-90
5. Photos
6. Justification Letters
7. Backup referenced from the September 13, 2011 Planning Commission Meeting Items – ROC-42233 and VAR-42234



0 300 600 Feet

CASE: **ROC-42233**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)
P-R (PROFESSIONAL OFFICE AND PARKING DISTRICT)

N



0 300 600 Feet

CASE: **ROC-42233**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)
P-R (PROFESSIONAL OFFICE AND PARKING DISTRICT)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-42233	Staff recommends APPROVAL.	
VAR-42234	Staff recommends DENIAL, if approved subject to conditions:	ROC-42233

**** CONDITIONS ****

VAR-42234 CONDITIONS

Planning

1. Approval of and conformance to the Review of Condition (ROC-42233) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. The supporting structures for the proposed sign shall not be located within the 20-foot public sewer easement granted by Plat Book 58 Page 2.

6. Submit an Encroachment Agreement for the portions of the proposed sign in the public right-of-way adjacent to this site prior to this issuance of a permit for this sign. The adjacent property must carry an insurance policy for the term of the encroachment agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's encroachment agreement. The installation and maintenance of all existing landscaping and new signage in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement. Encroachment application L-ENCR #41730 may satisfy this condition provided that it contains all information required by the Building and Safety Department.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to remove a six-foot tall monument sign and replace it with a 25-foot tall, 165 square-foot freestanding sign with a zero-foot setback along Sahara Avenue for an existing law office. The two-sided sign features a 60 square-foot internally illuminated panel at the top with a 75 square-foot multi-colored LED electronic message unit (EMU) placed below that faces the east and west traffic along Sahara Avenue.

ISSUES

- A Review of Conditions (ROC) for Rezoning (Z-0050-90) to remove Condition of Approval Number Two has been requested in conjunction with the requested Variance. Condition of Approval Number Two requires that a Master Sign Plan be approved prior to the issuance of any sign permits. Staff supports the requested Review of Condition as the project does not meet the Title 19 conditions that would require approval of a Master Sign Plan.

- A Variance is required to allow a freestanding sign to have a zero-foot setback where a five-foot setback is the minimum allowed for the C-1 (Limited Commercial) zoning district. Staff does not support this request as alternative designs that meet the minimum Title 19 standards could be used.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/05/86	The City Council approved Annexation (A-0009-85) of approximately one thousand four hundred seventy acres, generally located south of Charleston Boulevard, north of Sahara Avenue, between Torrey Pines Drive and Fort Apache Road. The Planning Commission and staff recommended approval.
09/23/93	The Planning Commission approved Rezoning (Z-0050-90) for a Plot Plan and Building Elevation Review on the north side of Sahara Avenue, approximately 660 feet west of Tenaya Way. Staff recommended approval.
08/09/11	The Planning Commission approved an Abeyance for (ROC-42233 and VAR-42234) at the request of the applicant.
09/13/11	The Planning Commission voted to recommend DENIAL of companion items ROC-42233 (6-0-1/tm) and VAR-42234 (4-2-1/gf, bg/tm) PC Agenda Items 21-22/yk.

YK

Most Recent Change of Ownership	
05/06/04	A deed was recorded for a change in ownership of 163-03-412-006.
11/02/04	A deed was recorded for a change in ownership of 163-03-412-007.
04/02/99	A deed was recorded for a change in ownership of 163-03-412-009.
06/17/09	A deed was recorded for a change in ownership of 163-03-412-010.
07/16/10	A deed was recorded for a change in ownership of 163-03-412-011.
03/11/05	A deed was recorded for a change in ownership of 163-03-412-012.
09/24/10	A deed was recorded for a change in ownership of 163-03-412-013.
05/06/04	A deed was recorded for a change in ownership of 163-03-411-003.
11/15/95	A deed was recorded for a change in ownership of 163-03-411-005.
11/07/96	A deed was recorded for a change in ownership of 163-03-411-007.
10/08/96	A deed was recorded for a change in ownership of 163-03-411-009.
11/18/02	A deed was recorded for a change in ownership of 163-03-411-010.
08/16/96	A deed was recorded for a change in ownership of 163-03-411-011.
04/22/98	A deed was recorded for a change in ownership of 163-03-411-012.
10/22/01	A deed was recorded for a change in ownership of 163-03-411-013.
07/18/96	A deed was recorded for a change in ownership of 163-03-411-014.
12/14/04	A deed was recorded for a change in ownership of 163-03-411-015.
05/18/11	A deed was recorded for a change in ownership of 163-03-411-016.

Related Building Permits/Business Licenses	
06/24/10	A Sign Permit (#165908) was issued for a monument sign at 7408 West Sahara Avenue. The sign did not receive final inspection.
07/01/10	A Demolition Permit (#166437) was issued to remove a monument sign at 7408 West Sahara Avenue. The sign has not be removed as of 6/30/11.

Pre-Application Meeting	
04/27/11	Staff reviewed the application requirements for a Review of Condition (ROC) and a Variance (VAR) request. The ROC of Condition Number Two of Z-0050-90 to delete the Master Sign Plan requirement will have to be approved before a Variance can be considered for an individual sign.

Neighborhood Meeting
A neighborhood meeting was not required, nor was on held.

Field Check	
06/30/11	Staff conducted a field check of the site and found a well maintained office complex with two existing monument signs; one located at the southeast corner of the property and the other (to be removed) centrally located at the front of the property. The monument sign that is to be removed has an approximate five-foot setback from the edge of the sidewalk with a zero-foot setback from the property line.

Details of Application Request	
Site Area	
Net Acres	4.52

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Medical or Dental and Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial) P-R (Professional Office and Parking)
North	Single Family Detached Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Industrial Mini-Warehouses	Clark County	Clark County
East	Office, Medical or Dental and Office, Other than Listed	SC (Service Commercial)	P-R (Professional Office and Parking)
West	Undeveloped	SC (Service Commercial)	U (Undeveloped)

Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08.120(F)(16), the following standards apply:

Freestanding Signs:			
Standards	***Allowed***	***Provided***	***Compliance***
Maximum Number	1 per each two hundred lineal feet of street frontage 2 total	1 per each two hundred lineal feet of street frontage 1 total	Y
Maximum Area	666 SF.	171 SF.	Y
Maximum Height	40 Feet	25 Feet	Y
Minimum Setback	5 Feet	Zero Feet	N
Illumination	Internal and/or External	Internal with Electronic Message Unit	Y

ANALYSIS

When this project was originally approved in 1993, a condition was added that required a Master Sign Plan be submitted and approved by the Planning Department before an individual sign permit could be issued. This was never completed and several sign permits have been issued for the site over the past 18 years. Since the project was built, the minimum standards for a Master Sign Permit have been revised and this site no longer requires approval of a Master Sign Plan. Staff supports the applicant's request to eliminate Condition Number Two of Rezoning (Z-0050-90).

The applicant is also requesting a Variance to install a 25-foot tall freestanding sign with a zero-foot setback where a five-foot setback is the minimum required. No compelling reasons have been offered to justify the request. A smaller sign could be designed to meet all Title 19 minimum standards. The proposed sign will also require approval of an encroachment agreement. For these reasons, staff does not support the requested Variance and recommends denial. If denied, all signage would be required to meet the minimum requirements of Title 19.

FINDINGS (VAR-42234)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing a freestanding sign within the required setback. An alternative location on the site and/or a smaller sign would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 137 (By City Clerk)

APPROVALS 3

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-42233** APN: 16303412-006,007,009,010 thru 013

Name of Property Owner: Sterling Park West Owners Association

Name of Applicant: Young Electric Sign Comapny

Name of Representative: Rich Hinshaw

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: Ronald L. Greenwald M Esq

Print Name: Ronald L. Greenwald Mesq

Subscribed and sworn before me

This 17th day of June, 20 11

Lucille Larosee

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
LUCILLE LAROSEE
No. 92-1470-1 My Appointment Expires Oct. 10, 2012

RECEIVED
JUN 22 2011

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-42233** APN: 16303411-003,005,007,009 thru 016

Name of Property Owner: Sterling Park Owners Association

Name of Applicant: Young Electric Sign Comapny

Name of Representative: Rich Hinshaw

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: Roger P. Young

Print Name: Rachel L. Freeman

Subscribed and sworn before me

This 17 day of June, 2011

Melissa Wilhelm

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
MELISSA WILHELM
No. 93-1465-1 My Appointment Expires March 4, 2013

RECEIVED
JUN 22 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions

Project Address (Location) 7400-7488 West Sahara

Project Name 7400-7488 Signage **Proposed Use** Buisness Park

Assessor's Parcel #(s) 16303411-003,005,007,009 thru 016 **Ward #** 1

General Plan: existing C-1 proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 4.50 **Lots/Units** _____ **Density** _____

Additional Information Review of Conditions- to remove item #2 for a MSP from RE: Z-50-90 Plot Plan and Building review

PROPERTY OWNER Sterling Park Owners Assoc. **Contact** Roger Freeman

Address 7464 W. Sahara **Phone:** (702) 363-2245 **Fax:** _____

City Las Vegas **State** Nv. **Zip** 89117

E-mail Address superior-engineering@earthlink.net

APPLICANT Young Electric Sign Company **Contact** Rich Hinshaw

Address 5119 S. Cameron St **Phone:** (702) 497-5285 **Fax:** (702) 944-4500

City Las Vegas **State** Nv. **Zip** 89118

E-mail Address rhinshaw@yesco.com

REPRESENTATIVE Young Electric Sign Company **Contact** Rich Hinshaw

Address 5119 S. Cameron St **Phone:** (702) 497-5285 **Fax:** (702) 944-4500

City Las Vegas **State** Nv. **Zip** 89118

E-mail Address rhinshaw@yesco.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 Roger L. Freeman

Subscribed and sworn before me

This 17 day of June, 20 11.

Melissa Wilhelm

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
MELISSA WILHELM
No. 93-1465-1 My Appointment Expires March 4, 2013

RECEIVED
JUN 22 2011

FOR DEPARTMENT USE ONLY

Case #	LOC-42233
Meeting Date:	8/9/11
Total Fee:	8530
Date Received:*	6/22/11
Received By:	[signature]

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions

Project Address (Location) 7548-7580 West Sahara

Project Name 7548-7580 Signage **Proposed Use** Buisness Park

Assessor's Parcel #(s) 16303412-006,007,009,010,011,012,013 **Ward #** 1

General Plan: existing C-1 proposed ____ **Zoning:** existing C-1 proposed ____

Commercial Square Footage ____ **Floor Area Ratio** ____

Gross Acres 4.52 **Lots/Units** ____ **Density** ____

Additional Information Review of Conditions- to remove item #2 for a MSP from RE: Z-50-90 Plot Plan and Building review

PROPERTY OWNER Sterling Park W. Owners Assoc. **Contact** Ronald Greenawalt

Address 7500 W. Sahara **Phone:** 368-8984 **Fax:** 363-3573

City Las Vegas **State** Nv. **Zip** 89117

E-mail Address greenawalt.chiropractic@gmail.com

APPLICANT Young Electric Sign Company **Contact** Rich Hinshaw

Address 5119 S. Cameron St **Phone:** (702) 497-5285 **Fax:** (702) 944-4500

City Las Vegas **State** Nv. **Zip** 89118

E-mail Address rhinshaw@yesco.com

REPRESENTATIVE Young Electric Sign Company **Contact** Rich Hinshaw

Address 5119 S. Cameron St **Phone:** (702) 497-5285 **Fax:** (702) 944-4500

City Las Vegas **State** Nv. **Zip** 89118

E-mail Address rhinshaw@yesco.com

Property Owner Signature* Ronald L. Greenawalt DC, FIAO

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Ronald L. Greenawalt DC, FIAO

Subscribed and sworn before me

This 17th day of June, 20 11.

Lucille LaRosee

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
LUCILLE LAROSEE
No. 92-1470-1 My Appointment Expires Oct. 10, 2012

FOR DEPARTMENT USE ONLY

Case #	ZOC-12233
Meeting Date:	8/9/11
Total Fee:	$830
Date Received:*	6/22/11
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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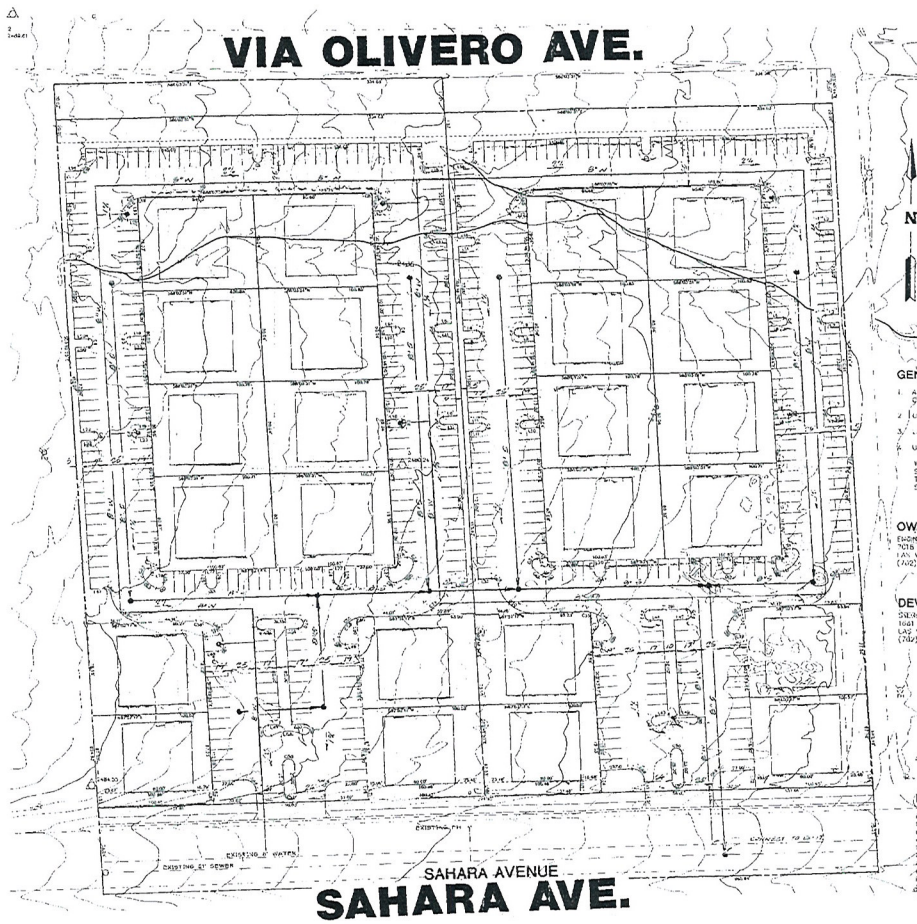
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

LINE DATA

CURVE DATA





VICINITY MAP

GENERAL NOTES

1. ALL IMPROVEMENTS TO CONFORM TO THE UNIFORM STANDARD SPECIFICATIONS OF CITY OF LAS VEGAS
2. UTILITY EASEMENTS TO BE DEDICATED TO THEIR RESPECTIVE AGENCIES.
3. LANDSCAPED AREAS TO BE COMMON AREAS AND MAINTAINED BY OWNERS ASSOCIATION
4. UTILITY SERVICES TO BE PROVIDED BY:

WATER	LAS VEGAS VALLEY WATER DISTRICT
SEWER	CITY OF LAS VEGAS
TELEPHONE	CENTRAL TELEPHONE
SOLID WASTE	SILVER STATE DISPOSAL

OWNER

EMERALDA'S & SURVEYOR'S INC.
7018 W CHARLESTON BLVD
LAS VEGAS, NEVADA 89117
(702) 363-6415

DEVELOPER

SHERLING PARTNERS
1661 E FLAMINGO AVE SUITE 5A
LAS VEGAS, NEVADA 89119
(702) 383-3383

LEGEND

- PROPOSED SEWER MAIN
- PROPOSED WATER MAIN
- PROPOSED FIRE HYDRANT
- RATE OF GRADE & DIRECTION OF FLOW
- CONTOUR LINE

ZONING / DENSITY

PRESENT - PR
PROPOSED - PR
PARKING SPACES PROVIDED - 458
PARKING SPACES PER BUILDING - 15
PARKING SPACES PER 400 SQUARE FT - REQ/1
AVAILABLE/ 2.12 REQ/1

NUMBER OF BUILDINGS - 24
AREA OF BUILDING - 3,600 SQ FT EA
GROSS ACREAGE - 10.60±

LEGAL DESCRIPTION

BEING A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 3, T 21 R 60 E, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE S 1/4 CORNER OF SECTION 3, ALSO BEING THE INTERSECTION OF SAHARA AVENUE AND THIVAYA DRIVE, THENCE SOUTH 87°52'17" WEST, 665.64 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 87°52'17" WEST, 665.64 FEET, THENCE NORTH 03°52'55" WEST, 694.82 FEET, THENCE NORTH 88°03'51" EAST, 334.08 FEET, THENCE SOUTH 03°46'50" EAST, 30.22 FEET, THENCE NORTH 88°31'51" EAST, 334.03, THENCE SOUTH 03°40'44" EAST, 662.46 FEET TO THE POINT OF BEGINNING.

ESI ENGINEERS & SURVEYORS, INC.
SUBMITTED BY

TENTATIVE MAP

PROJECT
SAHARA PROFESSIONAL PARK
(A COMMERCIAL SUBDIVISION)

742-9617
BCB
NOV 90
1" = 40'

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BENSON BERTOLDO BAKER & CARTER

REVISION 6



NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE: (702) 876-8080
WWW.YESCO.COM
NV CONTRACTOR LICENSE: #0074229 & #0074290

Client Name & Address:
BENSON, BERTOLDO, BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA

Project Tracking Number:
416705

Project Name:
BENSON, BERTOLDO, BAKER & CARTER

Account Executive:
RICH HINSHAW

Designer:
RICHARD BALDWIN

Design Approvals

Checked by:

Creative Director:

Estimating:

Account Executive:

Client:

Rev. / Date / Designer

ORIG. 02/25/11 R. B.
1. 03/24/11 - R. B.
2. 03/29/11 - R. B.
3. 03/30/11 - R. B.
4. 05/17/11 - R. B.
5. 05/23/11 - R. B.
6. 06/21/11 - J. P.

Description:
COVER SHEET

Classification:
CV-1

Reference Design:

O.R.M. Serial:

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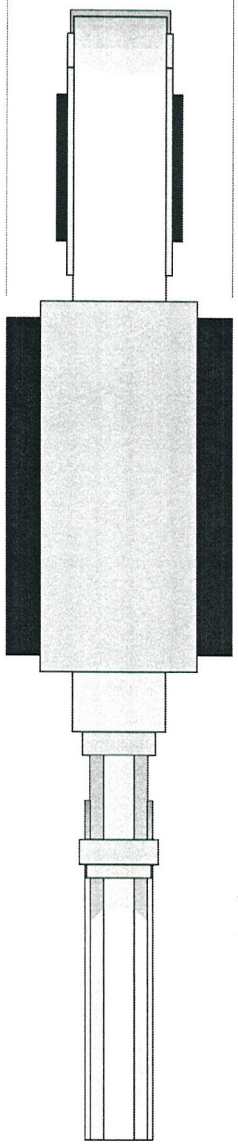
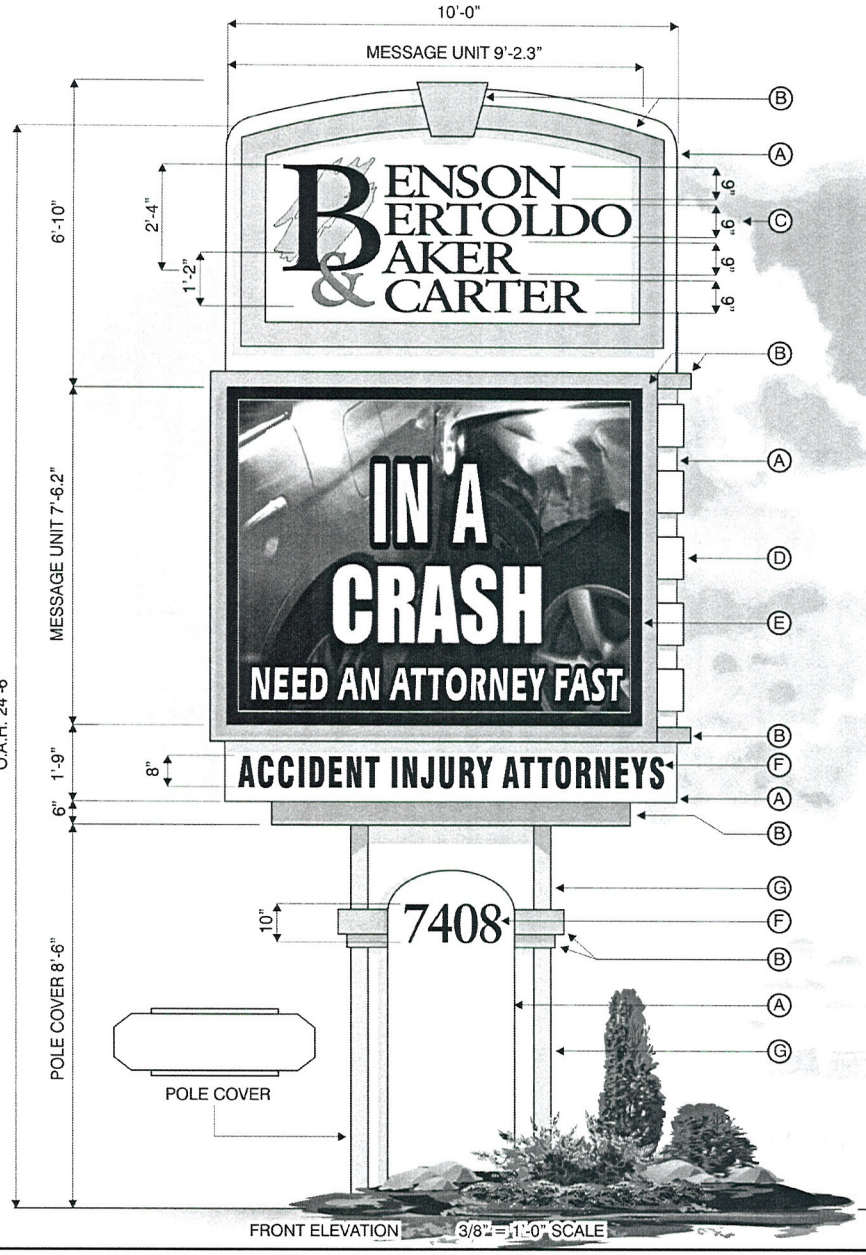
ROC-42233

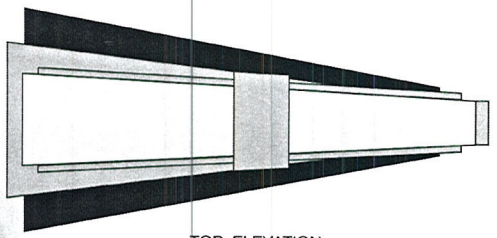
VAR-42234



LEFT SIDE ELEVATION



FRONT ELEVATION 3/8" = 1'-0" SCALE



TOP ELEVATION

SCOPE OF WORK

REMOVE ONE (1) EXISTING D/F MONUMENT SIGN & DISCARD

MFG. & INSTALL ONE (1) D/F PYLON SIGN

A
D/F CABINET
TO BE TEX-COTED & PAINTED TO MATCH EXISTING BUILDING COLOR

B
EMBELLISHMENT
TO BE TEX-COTED & PAINTED EXISTING BUILDING COLOR WITH 15% BLACK ADDED

C
BENSON, BERTOLDO, BAKER & CARTER
(CUSTOMER TO PROVIDE VECTOR ARTWORK)

OPTION 1

REVERSE PAN CHANNEL PAINTED (COLOR T.B.D.)
WHITE LED HALO ILLUMINATION (STEADY BURN)

OPTION 2

LOGO TO BE ROUTED OUT BACKED WITH WHITE ACRYLIC WITH PERF. BLACK VINYL
FLUORESCENT ILLUMINATION

D
EMBELLISHMENT
NO TEX-COTE TO BE PAINTED WHITE

E
FULL COLOR MESSAGE UNIT

OPTION 1

16mm / MATRIX 128 X 160 / V.O. 6'-11.2" X 8'-8"

OPTION 2

20mm / MATRIX 112 X 128 / V.O. 7'-7" X 8'-8"

F
ACCIDENT INJURY ATTORNEYS & ADDRESS
TO BE ROUTED OUT BACKED WITH WHITE ACRYLIC & PERF. BLACK VINYL
FLUORESCENT ILLUMINATION

G
POLE COVER
TO BE TEX-COTED & PAINTED TO MATCH EXISTING BUILDING COLOR

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

4 05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK
3 03/30/11 - R. BALDWIN - NO CHANGES TO THIS SHEET
2 03/29/11 - R. BALDWIN - NO CHANGES TO THIS SHEET
1 03/24/11 - R. BALDWIN - ADD OPTION TO MESSAGE UNIT
5 05/23/11 - R. BALDWIN - INCREASE POLE COVER & O.A.H. FROM 24'-0" TO 24'-6"

YESCO
YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE: (702) 876-8080
WWW.YESCO.COM
NV CONTRACTOR LICENSE: #0074209 & #0074290

Client Name & Address:
BENSON, BERTOLDO, BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA

Project Tracking Number: 416705

Project Name: BENSON, BERTOLDO, BAKER & CARTER

Account Executive: RICH HINSHAW

Designer: RICHARD BALDWIN

Design Approvals
Checked by:
Creative Director:
Estimating:
Account Executive:
Client:

Rev. / Date / Designer
ORIG. 02/25/11 R. B
1 03/24/11 - R. B.
2 03/29/11 - R. B.
3 03/30/11 - R. B.
4 05/17/11 - R. B.
5 05/23/11 - R. B.

Description: D/F PYLON SIGN

Classification: PY-1

Reference Design:

O.E.M Serial:

Sheet: 01

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EAST BOUND TRAVEL ON SAHARA AVE.

5'-0" SET BACK FROM BACK OF SIDE WALK / 0'-0" SET BACK FROM PROPERTY LINE / RIGHT of WAY



WEST BOUND TRAVEL ON SAHARA AVE.

5'-0" SET BACK FROM BACK OF SIDE WALK / 0'-0" SET BACK FROM PROPERTY LINE / RIGHT of WAY

03/30/11 - R. BALDWIN - ADD NOTE INFO. ABOUT SHEET 5 ON BOTTOM PHOTO
05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK

03/29/11 - R. BALDWIN - NO CHANGES TO THIS SHEET
03/24/11 - R. BALDWIN - ADD PALM TREE NOTES / ADD SET BACK NOTES
05/23/11 - R. BALDWIN - INC

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

YESCO LLC
5115 SOUTH VALLEY VIEW BLVD.
LAS VEGAS, NEVADA 89118
PHONE (702) 876-8080
WWW.YESCO.COM

YESCO

Client Name & Address:
BENSON, BERTOLDO, BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA

Project Tracking Number:
416705

Project Name:
BENSON, BERTOLDO, BAKER & CARTER

Account Executive:
RICH HINSHAW

Designer:
RICHARD BALDWIN

Design Approvals
Checked by:
Creative Director:
Estimating:
Account Executive:
Client:

Rev. / Date / Designer
ORIG. 02/25/11 R. B.
1 03/24/11 - R. B.
2 03/29/11 - R. B.
3 03/30/11 - R. B.
4 05/17/11 - R. B.
5 05/23/11 - R. B.

Description:
D/F PYLON SIGN

Classification:
PY-1

Reference Design:

O.R.M Script:

Sheet:
02

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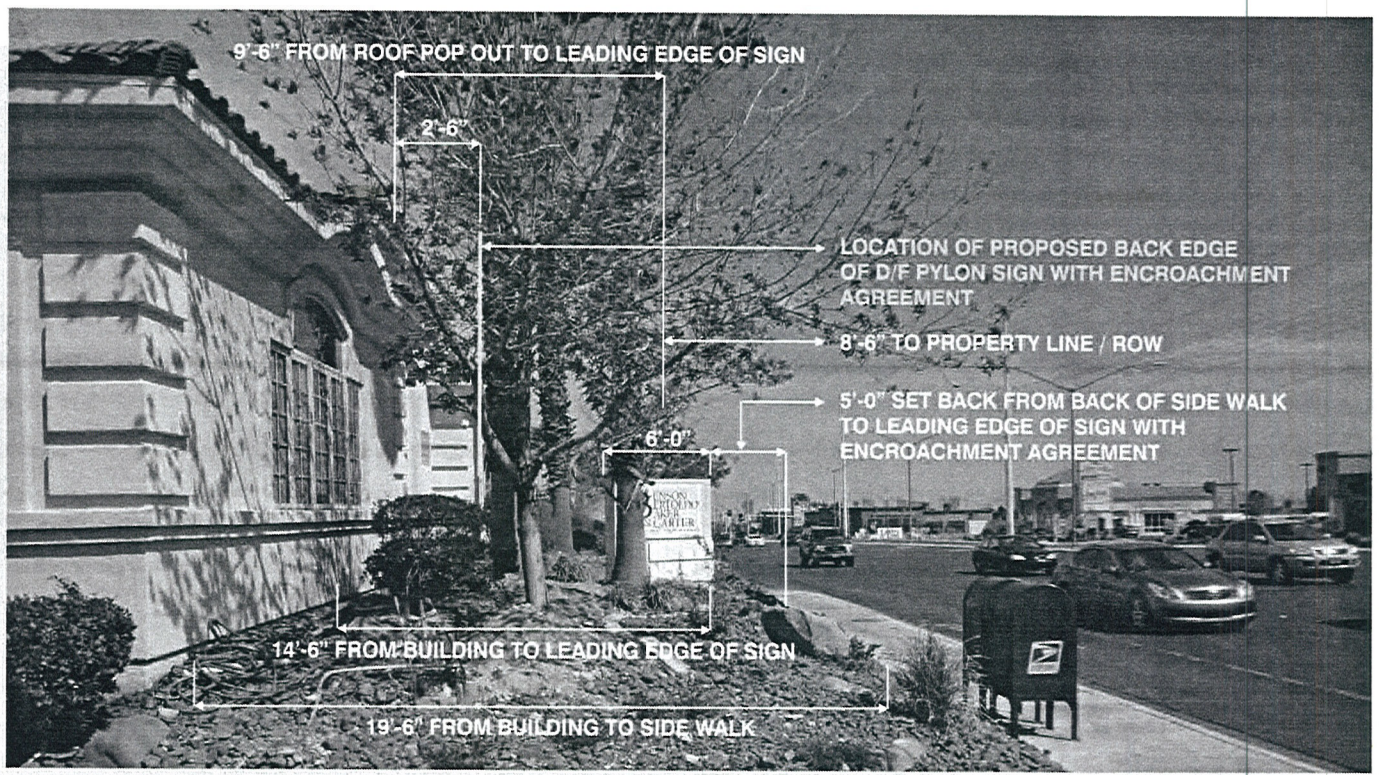
VAR-42234



EAST BOUND ON SAHARA AVE.

FIELD SURVEY WITH EXISTING SIGN FOR REFERENCE


EXISTING D/F MONUMENT SIGN
WEST VIEW


EXISTING D/F MONUMENT SIGN
SOUTH VIEW


EXISTING D/F MONUMENT SIGN
EAST VIEW

03/29/11 - R. BALDWIN - ADD THIS SHEET 03/30/11 - R. BALDWIN - NO CHANGES TO THIS SHEET 05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK 05/23/11 - R. BALDWIN - INCREASE POLE COVER & O.A.H. FROM 24'-0" TO 24'-6"
NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL. 06/21/11 - J. PETERSON - REVISED DIMENSIONS

YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE: (702) 876-8080
WWW.YESCO.COM
NV CONTRACTOR LICENSE #0001229 & #0074290

YESCO

Client Name & Address:
BENSON, BERTOLDO, BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA

Project Tracking Number:
416705

Project Name:
BENSON, BERTOLDO, BAKER & CARTER

Account Executive:
RICH HINSHAW

Designer:
RICHARD BALDWIN

Design Approvals
Checked by:
Creative Director:
Estimating:
Account Executive:
Client:

Rev. / Date / Designer
ORIG. 02/25/11 R. B.
1. 03/24/11 - R. B.
2. 03/29/11 - R. B.
3. 03/30/11 - R. B.
4. 05/17/11 - R. B.
5. 05/23/11 - R. B.
6. 06/21/11 - J. P.

Description:
D/F PYLON SIGN

Classification:
PY-1

Reference Design:

O.E.M. Serial:

Sheet:
03

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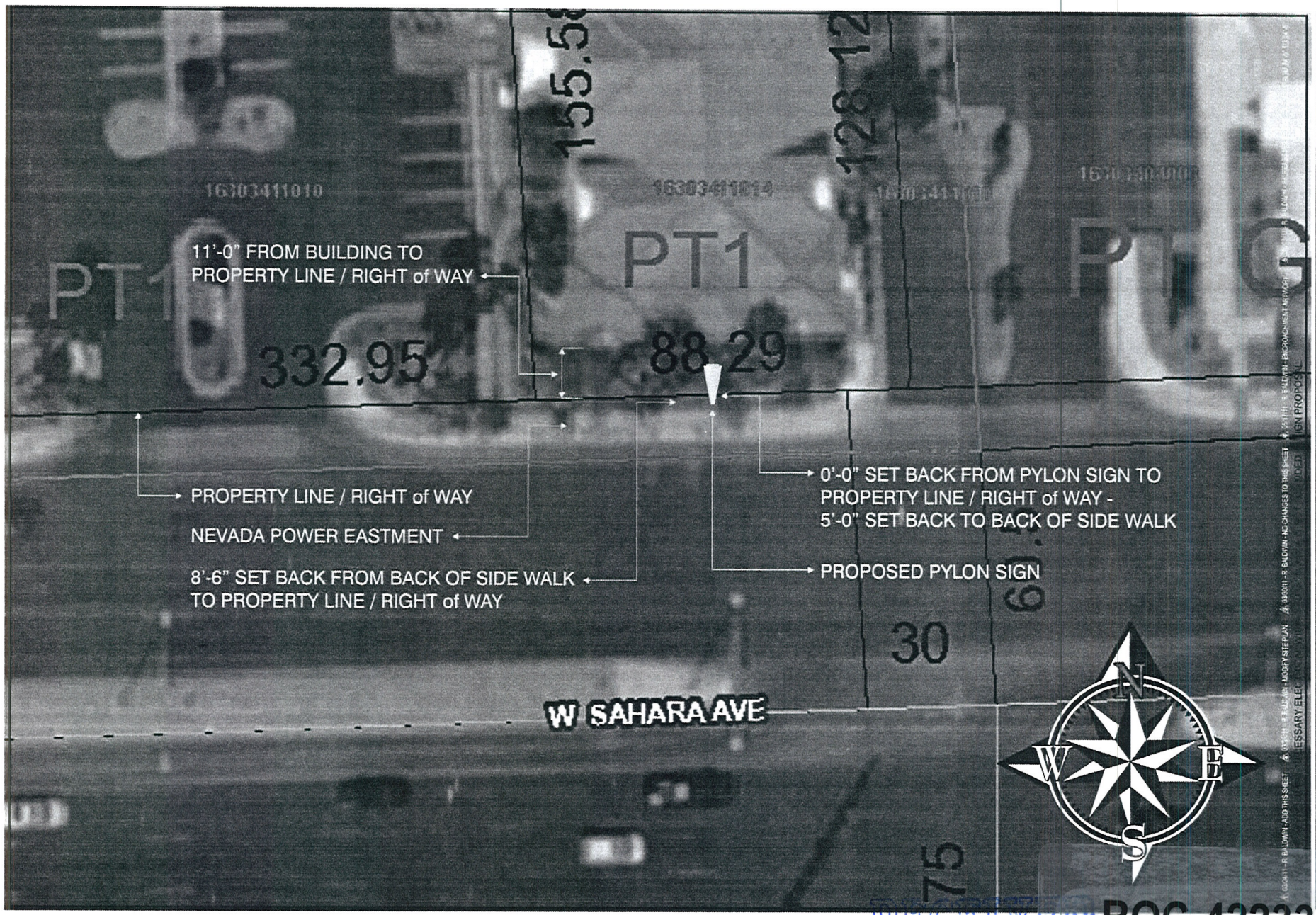

YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE (702) 876-8080
WWW.YESCO.COM
NV CONTRACTOR LICENSE #WR42295 & #0074290

YESCO

Client Name & Address:
BENSON, BERTOLDO, BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA

Project Tracking Number:
416705

Project Name:
BENSON, BERTOLDO, BAKER & CARTER

Account Executive:
RICH HINSHAW

Designer:
RICHARD BALDWIN

Design Approvals

Checked by:

Creative Director:

Estimating:

Account Executive:

Client:

Rev. / Date / Designer

ORIG. 02/25/11 R. B.
1. 03/24/11 - R. B.
2. 03/29/11 - R. B.
3. 03/30/11 - R. B.
4. 05/17/11 - R. B.
5. 05/23/11 - R. B.

Description:
SITE PLAN

Classification:
SP-1

Reference Design:

O.E.M. Serial:

Sheet:
04

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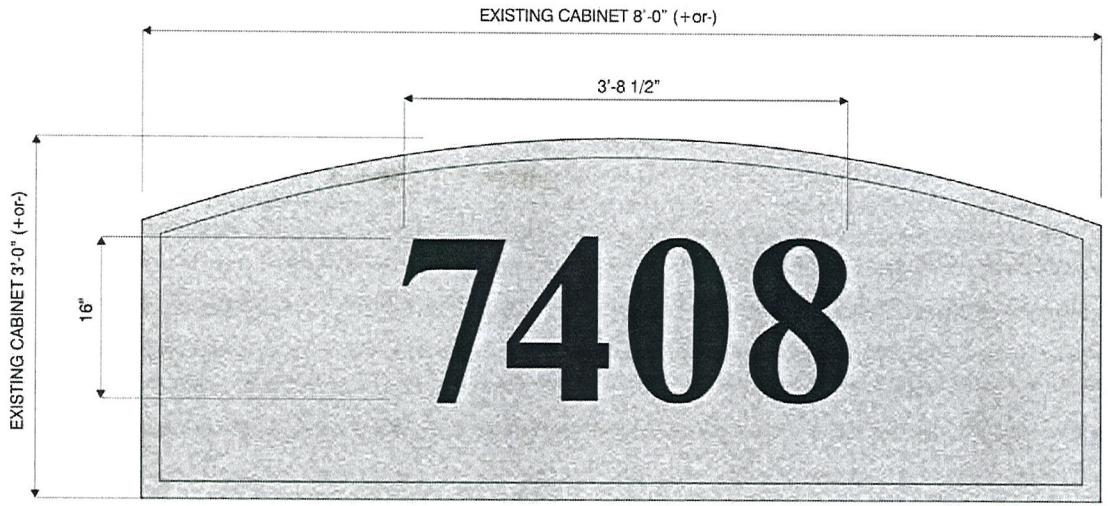
VAR-42234



FRONT ELEVATION 1" = 1'-0" SCALE

SCOPE OF WORK

REMOVE & DISCARD ONE (1) FACE FROM S/F WALL SIGN

MFG. & INSTALL ONE (1) FACE

BACK GROUND
TO BE METAL TEX-COTED & PAINTED TO MATCH EXISTING COLOR

ADDRESS TO BE ROUTED OUT OF BACK GROUND
BACKED WITH WHITE LEXAN & PERFORATED BLACK VINYL

NOTE:
FIELD SURVEY REQUIRED BEFORE PRODUCTION



EXISTING S/F WALL SIGN AS IS



EXISTING S/F WALL SIGN WITH PROPOSED FACE CHANGE

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

03/30/11 - R. BALDWIN - ADD THIS SHEET 05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK 05/23/11 - R. BALDWIN - NO CHANGE TO THIS SHEET

YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE: (702) 876-8080
WWW.YESCO.COM
NV CONTRACTOR LICENSE #0074229 & #0074290

YESCO

Client Name & Address:
BENSON, BERTOLDO, BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA

Project Tracking Number:
416705

Project Name:
BENSON, BERTOLDO, BAKER & CARTER

Account Executive:
RICH HINSHAW

Designer:
RICHARD BALDWIN

Design Approvals
Checked by:
Creative Director:
Estimating:
Account Executive:
Client:

Rev. / Date / Designer
ORIG. 02/25/11 R. B.
1 03/24/11 - R. B.
2 03/29/11 - R. B.
3 03/30/11 - R. B.
4 05/17/11 - R. B.
5 05/23/11 - R. B.

Description:
REFACE EXISTING S/F WALL SIGN

Classification:
RF-1

Reference Design:

O.R.M. Sheet:

Sheet:
05

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MAYOR
JAN LAVERTY JONES

COUNCILMEN
BOB NOLEN
ARNIE ADAMSEN
SCOTT HIGGINSON
FRANK HAWKINS JR.



CITY of LAS VEGAS

September 28, 1993

Sterling Limited Partnership II
2300 Paseo Del Prado, B-310
Las Vegas, Nevada 89102

RE: Z-50-90 - PLOT PLAN AND BUILDING ELEVATION REVIEW

Gentlemen:

Your request for a Plot Plan and Building Elevation Review on property located on the north side of Sahara Avenue, approximately 660 feet west of Tenaya Way, N-U Zone (under Resolution of Intent to P-R), was considered by the Planning Commission on September 23, 1993.

The Planning Commission unanimously voted to APPROVE your request, subject to the following:

1. Conformance to all applicable original Conditions of Approval and all applicable subsequent Conditions of Approval for this project.

2. Submit a Master Sign Plan to the Department of Community Planning and Development for review and approval prior to the issuance of building permits for any individual on-premise signs.

3. Record a Joint Access Agreement across the parcels to ensure vehicular access is provided to the north portion of the Phase II site concurrent with the construction of Building No. 2 unless a Commercial Subdivision Map is recorded for the Building No. 2 site as required by the Department of Community Planning and Development. The agreement shall remain in force until such time as direct access is provided to Sahara Avenue for the remainder of the Phase II site.

4. The full width of the driveway on the east edge of this property shall be constructed concurrent with Phase I of this site as required by the Department of Public Works.

5. Driveways shall be designed and constructed in accordance with Standard Drawing #222a as required by the Department of Public Works.

6. Conformance to the plot plan and building elevations.

- Continued -

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This action by the Planning Commission is final.

Sincerely,

DEPARTMENT OF COMMUNITY
PLANNING AND DEVELOPMENT
NORMAN R. STANDERFER, DIRECTOR

ROBERT S. GENZER
PRINCIPAL PLANNER

NRS:RSG:rlr

cc Engineers & Surveyors, Inc.
7018 West Charleston Boulevard
Las Vegas, Nevada 89117

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ROC-42233



ROC-42233 – APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION
7400-7580 WEST SAHARA AVENUE

06/30/11



ROC-42233 – APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION
7400-7580 WEST SAHARA AVENUE

06/30/11

YESCO

Las Vegas Division

5119 South Cameron Street
Las Vegas, Nevada 89118

702-876-8080 Telephone
702-944-4500 Fax

Review of Conditions
Justification Letter

As the representative for the Sterling Park Owners Association and the Sterling Park West Owners Association, we would like to have the Removal of Conditions considered for Item #2 on Z-50-90-Plot Plan and Building Elevation Review.

The request is for the removal of the Master Sign Plan submittal. There was never a Master Sign Plan submittal executed for the project, even though signs have been permitted for the site. Any future signage will have to conform to Chapter 19.14 Sign Standards. The property today would not require a Master Sign Plan.

Please consider our request to remove this condition.

Sincerely,

Rich Hinshaw

Rich Hinshaw

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JUN 22 2011
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YESCO

Las Vegas Division

5119 South Cameron Street
Las Vegas, Nevada 89118

702-876-8080 Telephone
702-944-4500 Fax

Justification Letter

As the representative for the owner, Benson, Bertoldo, Baker and Carter, the following variance would like to be considered:

Code Section 19.14.060 (F)(5)(d) – 5'-0" set back from property line.

Variance Request: Zero foot set back from property line.

Please consider the requested variance based on Code Section 19.18.070 (L)(2).

Determinations

Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties, to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution.

The parcel related to this application would be considered narrow and shallow for the purposes of a moderate size freestanding sign that would have visibility from both eastbound and westbound Sahara Avenue based on the following conditions (refer to YESCO drawing #416705 Sheet 03 and 04):

1. Restrictive property lines to the east and west will only allow a sign to be placed in the landscaped area between the property line/right of way and the building structure.

2. There is a Nevada Power easement that encroaches 8'-6" behind the back of the sidewalk into the landscaped area where the sign can only be placed. If you refer to the YESCO drawings, you can see the impact that this has on the property and the sign.

   A. If granted the variance for the zero foot set back, the measurements would be:
      i. Back of sidewalk to the leading edge of the sign will be 5'-0".
      ii. Back of sidewalk to property line/right of way would be 8'-6". Sign will be located 3'-6" into the easement.
      iii Back a sidewalk to back edge of sign would be 15'-0".
      iv Clearance from the back edge of sign to roof pop-out would be 2'-6".

   B. If not granted the variance for the zero foot set back, the measurements would be:
      i. Back of sidewalk to property line/right of way is 8'-6" plus the required 5'-0" set back would place the leading edge of the sign 13'-6" from the back of the sidewalk.

VAR-42234
www.yesco.com
ROC-42233

ii. The distance from the 13'-6" set back to the roof pop-out would be 4'-0". If you allow a clearance of 2'-6" to the pop-out, the sign could only be 1'-6" wide and would be useless.

Please consider the requested variance based on Code Section 19.18.070 (H).

Precedents

The fact that a Variance for the same or similar use has been granted previously for the subject property or nearby property is a factor to be considered, but is not determinative.

In the Planning Commission meeting held on January 22, 2004, item #18, MSP-3493 for Coronado Bay Sahara LLC., located at 7936 W. Sahara Avenue, I represented the client with similar circumstances. The property was zoned C-1 and at the time we requested a Special Conditions Request with the Master Sign Plan application for a zero foot set back, along with an encroachment agreement and we were granted the request. That particular sign was 40'-0" tall and 16'-0" wide. Though this does not make our request determinative, I feel it is worth noting a request for a zero foot set back has been granted in the past.

Other additional points to consider would be:

1. Since the sign will be set back 5'-0" from the back of sidewalk, it will still have the appearance of meeting the set back. In most cases, the property line starts at the back of the sidewalk in the City.

2. If the variance is granted along with an encroachment agreement executed, the current, or any future property owner has the understanding that if Sahara Avenue is widened in the future, then the sign will have to be removed at the owner's expense.

3. There are some landscape issues as you can see when reviewing YESCO drawings #416705 sheet 03. Once the existing sign and footing are removed, the plan is for YESCO to dig the footing for the new sign, set the pipe and have the area back filled back to the original grade.

   A. If granted the variance for the zero foot set back, and the executed encroachment agreement, there may be a couple palm trees that might block some visibility of the sign. The degree of impact will not be able to be determined until the sign is installed and a vehicular drive by survey eastbound and westbound is done. There is a good possibility that none of the mature trees will need to be relocated. If one or two of the palm trees needed to be removed and relocated, the property owner agrees to do that within the same planter area.

   B. Due to the conditions of this parcel, there is a hardship that basically makes it impossible to install a freestanding sign without the granted variance and executed encroachment agreement.

Please consider our request for the variance with the information that has been provided.

Sincerely,

Rich Hinshaw

Rich Hinshaw

VAR-42234

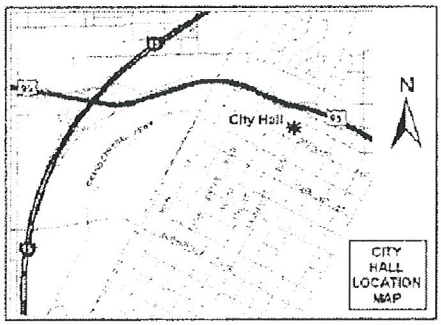
ROC-42233

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234

Planning Commission Meeting of 8/9/2011

Case: ROC-42233

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7901 OBANNON DR
LAS VEGAS NV 89117-1979 89117-1979

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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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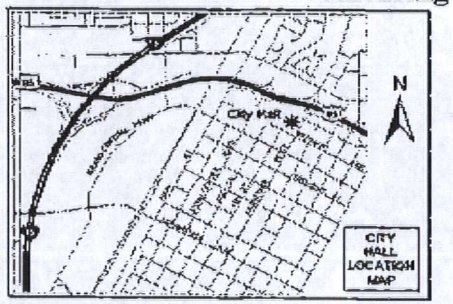

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ROC-42233 & VAR-42234
Planning Commission Meeting of 8/9/2011

SIGNS MUST STAY CONSISTENT

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Ford Country
Gary Ackerman -

Case: ROC-42233
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LAS VEGAS NV 89104-4117 89104-4117

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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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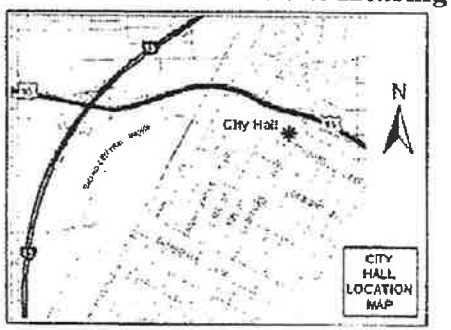

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ROC-42233 & VAR-42234
Planning Commission Meeting of 8/9/2011

Case: ROC-42233
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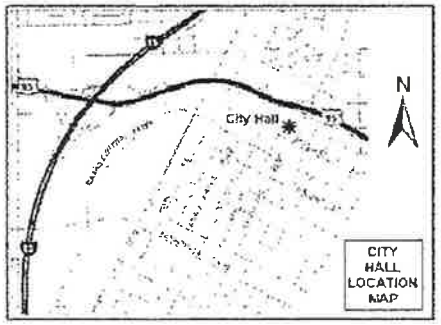
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ROC-42233 & VAR-42234

Planning Commission Meeting of 8/9/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ROC-42233
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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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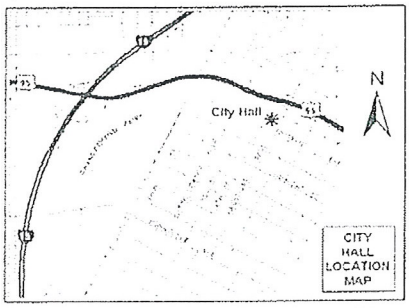

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ROC-42233 & VAR-42234
Planning Commission Meeting of 8/9/2011

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BY:

Case: ROC-42233
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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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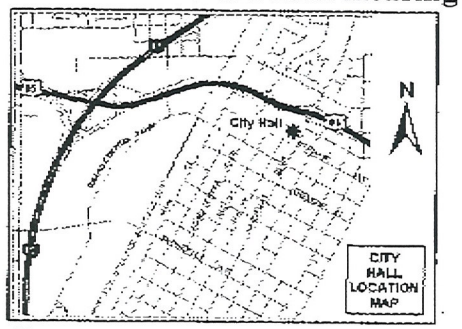

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234

Planning Commission Meeting of 8/9/2011

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Case: ROC-42233

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7464 W SAHARA AVE
LAS VEGAS NV 89117-2740 89117-2740

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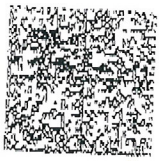
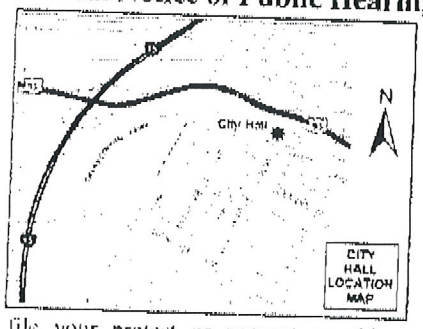
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106



Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234
Planning Commission Meeting of 8/9/2011

16303411013 Case: ROC-42233
SPARKS INVESTMENTS L L C
7424 W SAHARA AVE
LAS VEGAS NV 89117-2740 89117-2740

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City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-42234 - VARIANCE RELATED TO ROC-42233 - PUBLIC HEARING – APPLICANT/OWNER: BENSON & BERTOLDO, LLC - For possible action on a request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (4-2-1 vote) and Staff recommend DENIAL.

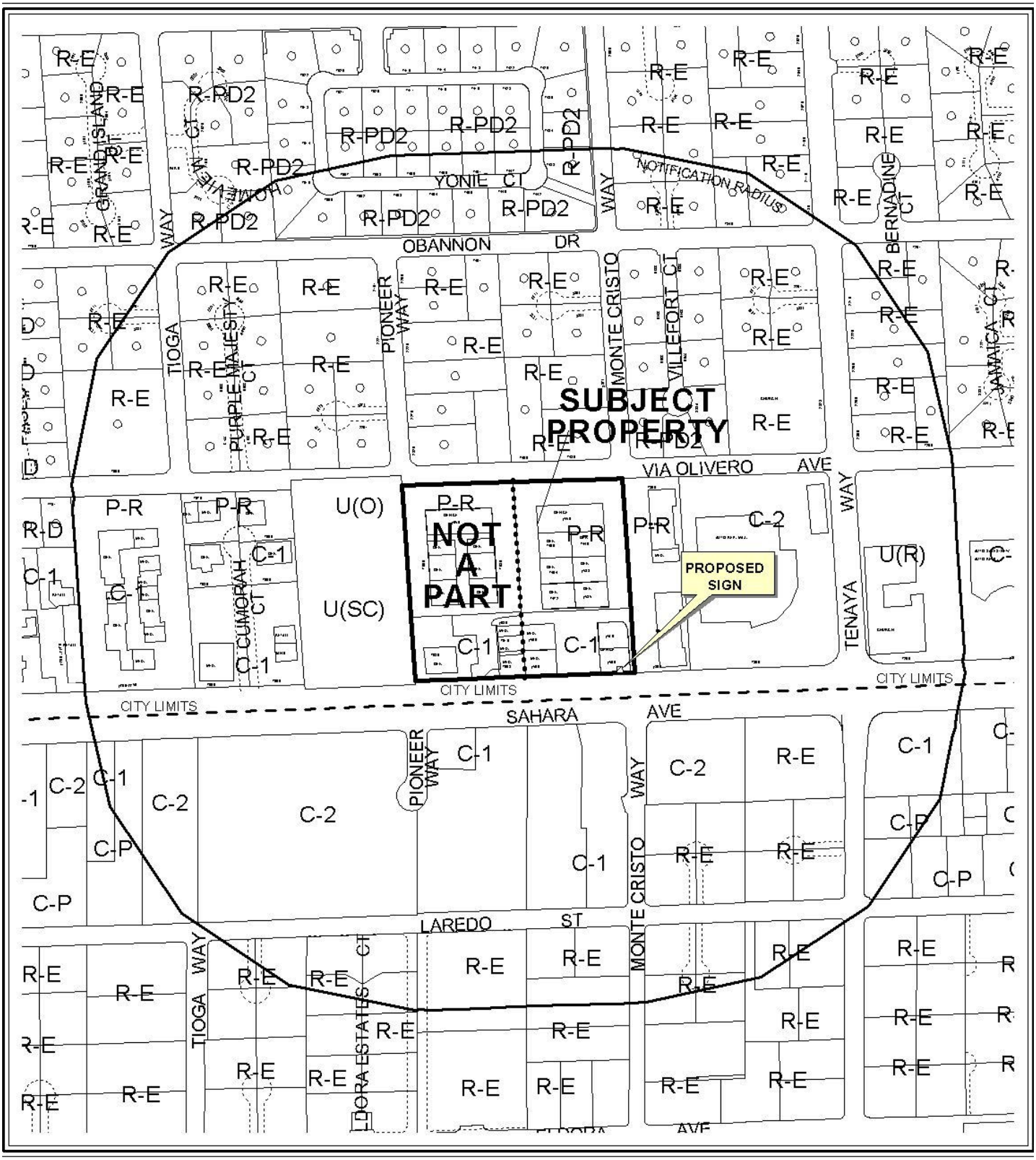
MAY GO TO CITY COUNCIL ON 10/19/2011
OR MAY BE FINAL ACTION (Unless Appealed Within 10 Days)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-2-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Photos
5. Justification Letters

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: **VAR-42234**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)
P-R (PROFESSIONAL OFFICE AND PARKING DISTRICT)

N



0 300 600 Feet

CASE: **VAR-42234**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)
P-R (PROFESSIONAL OFFICE AND PARKING DISTRICT)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-42234** APN: 16303411014

Name of Property Owner: Benson & Bertoldo LLC

Name of Applicant: Young Electric Sign Company

Name of Representative: Young Electric Sign Company

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: J. L. Benson, SR.

Print Name: Joseph L. BENSON, SR

Subscribed and sworn before me

This 5 day of APRIL, 20 11

Melissa Wilhelm

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MELISSA WILHELM
No: 93-1465-1
My Appointment Expires Mar. 4, 2013

RECEIVED
JUN 22 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 7408 West Sahara

Project Name Benson & Bertoldo LLC **Proposed Use**

Assessor's Parcel #(s) 16303411014 **Ward #** 1

General Plan: existing C-1 proposed **Zoning:** existing C-1 proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres .32 **Lots/Units** 1 **Density**

Additional Information Building is located within the Sahara Professional Park

PROPERTY OWNER Benson & Bertoldo LLC **Contact** Mary Riggs

Address 7408 West Sahara **Phone:** (702) 228-2600 **Fax:** (702) 657-1107

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address mriggs@bensonlawyers.com

APPLICANT Young Electric Sign Company **Contact** Rich Hinshaw

Address 5119 S. Cameron St. **Phone:** (702) 497-5285 **Fax:** (702) 944-4500

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address rhinshaw@yesco.com

REPRESENTATIVE Young Electric sign Company **Contact** Rich Hinshaw

Address 5119 S. Cameron St. **Phone:** (702) 497-5285 **Fax:** (702) 944-4500

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address

Property Owner Signature* J. L. Benson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JOSEPH L. BENSON

Subscribed and sworn before me

This 5th day of APRIL, 20 11.

Melissa Wilhelm

Notary Public in and for said County and State

STATE OF NEVADA
COUNTY OF CLARK

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MELISSA WILHELM
No: 93-1465-1
My Appointment Expires Mar. 4, 2013

FOR DEPARTMENT USE ONLY

Case #	VAR-42234
Meeting Date:	8/9/11
Total Fee:	$830
Date Received:*	6/22/11
Received By:	Bn S

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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JUN 22 2011

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Revised 10/27/08



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ROC-42233
VAR-42234



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JUN 22 2011

ROC-42233 VAR-42234



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JUN 22 2011
VAR-42234



VAR-42234 – APPLICANT/OWNER: BENSEON & BERTOLDO, LLC
7408 WEST SAHARA AVENUE

06/30/11



VAR-42234 – APPLICANT/OWNER: BENSEON & BERTOLDO, LLC
7408 WEST SAHARA AVENUE

06/30/11

YESCO

Las Vegas Division

5119 South Cameron Street
Las Vegas, Nevada 89118

702-876-8080 Telephone
702-944-4500 Fax

Freestanding Sign
Calculations

Address: 7400 – 7488 West Sahara Avenue
Las Vegas, Nevada 89117

Zoning: C-1

Frontage: 332.95 feet

Number of Freestanding Signs Allowed: Two – One per 200 lineal feet of street frontage

Existing Number of Signs: One

Proposed Number of Signs: One

Total Square Footage Allowed: 665.90

Existing Square Footage: 150

Proposed Square Footage: 170.19

Approved Height: 40'-0"

Proposed Height: 24'-6"

Separation Requirement: 100'-0"

Proposed Separation: 120'-0"

Electronic Message Unit: Permit Allowed

Minimum Setback: 5'-0"

Proposed Setback: Zero feet

RECEIVED
JUN 22 2011
VAR-42234
ROC-42233

YESCO

Las Vegas Division

5119 South Cameron Street
Las Vegas, Nevada 89118

702-876-8080 Telephone
702-944-4500 Fax

Project Overview

The property owner, Benson, Bertoldo, Baker and Carter, has purchased a sign from Signs West, who has since gone out of business. The sign was approximately 50% completed and currently remains in that status.

I went down to the City to verify the status of Signs West permit #165908 and found out no inspections have been performed under that permit number. The property owner has gone through the expense of removing landscaping and providing a 50% deposit for the existing sign.

There are three things that I noticed as I surveyed this project. First, the leading edge of the sign is located in the right of way and research showed no variance or encroachment agreement was ever executed. Secondly, the sign is too small to adequately serve its purpose for westbound and eastbound visibility on Sahara Ave. Lastly, the sign company left the landscaping in very poor condition. Photos of the current conditions are attached for your review.

The property owner's resolution to the current conditions would be to remove the existing non-conforming sign, request a variance for a zero foot back from the property line/right of way, enter an encroachment agreement with the City, manufacture and install a new sign that will provide the adequate visibility and bring the existing landscape back to its original grade.

Sincerely,

Rich Hinshaw

Rich Hinshaw

RECEIVED
JUN 22 2011

VAR-42234

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

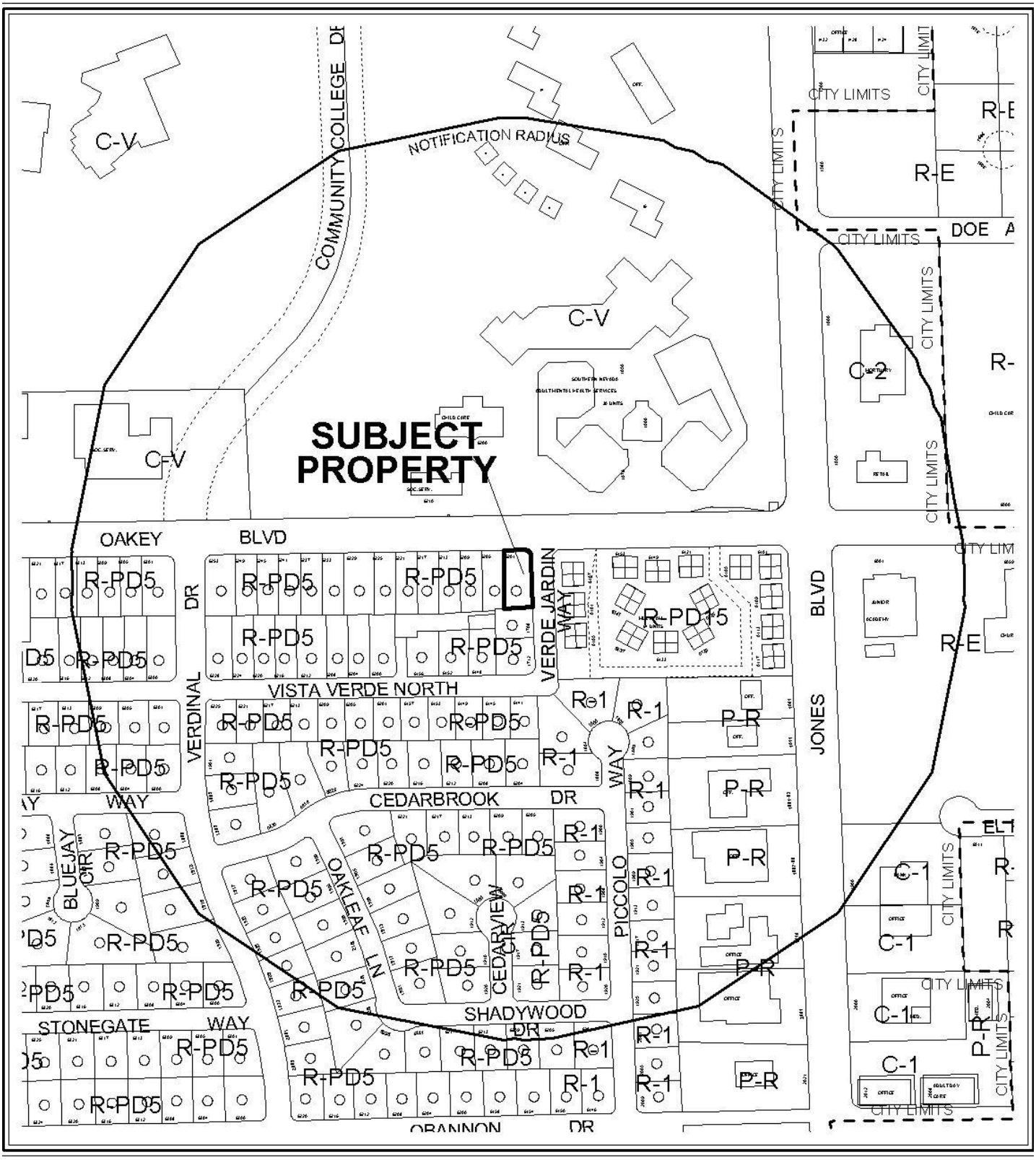
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42258 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE - For possible action on a request for a Special Use Permit FOR A PROPOSED CHILD CARE - GROUP HOME (7-12 CHILDREN) WITH A WAIVER TO ALLOW ACCESS TO THE FACILITY BY MEANS OF A RIGHT-OF-WAY (OAKEY BOULEVARD) WITH A WIDTH OF GREATER THAN 60 FEET at 6201 West Oakey Boulevard (APN 163-02-712-024), R-PD5 (Residential Planned Development - 5 Units Per Acre) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 13, 2011 Planning Commission Meeting Items – SUP-42258



0 300 600 Feet

CASE: **SUP-42258**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-PD5 (Residential Planned Development - 5 Units Per Acre)

N



CASE: **SUP-42258**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: R-PD5 (Residential Planned Development - 5 Units Per Acre)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42258	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-42258 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Child Care – Group Home use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

RG

Staff Report Page One
October 19, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a Child Care – Group Home use (7-12 Children) within a single family residence at 6201 West Oakey Boulevard. The residence is currently used to operate a Child Care – Family Home use for six children. A business license for a Family Child Care – Family Home use (maximum of six children) is current and was originally issued on October 1, 2010 at this location.

Per Special Use Permit Requirement #5, access to a Child Care – Group Home use (7-12 Children) shall be by means of a right-of-way with a width of 60 feet or less. The location of the proposed Child Care – Group Home is on Oakey Boulevard, which is an 80-foot wide right-of-way and Verde Jardin Way, a 50-foot right of way. The applicant proposes to allow pick up and drop off of children at driveways from both streets. Staff recommends denial of the proposed use, as it cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses. If this request is denied, the existing Child Care – Family Home would remain as is.

ISSUES

- A Child Care – Group Home use is permitted in the R-PD5 (Residential Planned Development – 5 Units per Acre) zoning district with the approval of a Special Use Permit.
- A Waiver is required to allow a child care facility access from a right-of-way width of greater than 60 feet, where 60 feet or less is required.
- The loading and unloading of passengers as proposed on site is awkward, and is not adequate for the proposed use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/06/72	The Board of City Commissioners approved a request for Rezoning (Z-0067-72) from R-E (Residence Estates) to R-PD5 (Residential Planned Development – 5 Units per Acre) of property generally located on the south side of Oakey Boulevard between Torrey Pines Drive and Jones Boulevard. The Planning Commission recommended approval.
02/20/74	The Board of City Commissioners approved a request for a Plot Plan Review (Z-0067-72) for property generally located on the south side of Oakey Boulevard between Torrey Pines Drive and Jones Boulevard. The Planning Commission recommended approval.

RG

03/19/75	The Board of City Commissioners approved a request for a Revised Plot Plan Review (Z-0067-72) for property generally located on the south side of Oakey Boulevard between Torrey Pines Drive and Jones Boulevard. The Planning Commission recommended approval.
11/05/75	The Board of City Commissioners approved a request for a Revised Plot Plan Review (Z-0067-72) to incorporate the common area into the abutting lots on property generally located on the south side of Oakey Boulevard between Torrey Pines Drive and Jones Boulevard. The Planning Commission recommended approval.
01/07/76	The Board of City Commissioners approved a request for a Plot Plan Review (Z-0067-72) for property located on the south side of Oakey Boulevard between Torrey Pines Drive and Jones Boulevard. The Planning Commission recommended approval.
08/09/11	The Planning Commission approved a request for an abeyance of Special Use Permit (SUP-42258) for a proposed Child Care – Group Home (7-12 Children) at 6201 West Oakey Boulevard.

Most Recent Change of Ownership	
09/27/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/16/73	A building permit (#8830) was issued for a Single Family Dwelling at 6201 West Oakey Boulevard. The permit was finalized on 05/17/73.
10/13/05	A business license (N08-00419) was issued for a Family Home Child Care use for up to six children at 6201 West Oakey Boulevard. The license was marked out business on 05/15/09, as Child Care licensing was surrendered to the State of Nevada on 05/07/09
10/01/10	A business license (#970-10) was issued by the State of Nevada Bureau of Services for a Child Care for Family Care Home use at 6201 West Oakey Boulevard. The license is currently active.

Pre-Application Meeting	
06/15/11	The minimum Special Use Permit requirements for a proposed Child Care – Group Home use were discussed. The applicant was informed of the minimum Special Use Permit requirements for the proposed use. The topics included:

06/15/11	• The subject property currently has a driveway fronting Oakey Boulevard. The minimum Special Use Requirement Number 5 could not be met due to the existing driveway, with a proposed use will run-on utilize the driveway as parking spaces for the proposed use, in addition to the three additional parking at the rear of the property with an access from Verde Jardin Way. • A waiver to allow access to the facility by means of a right-of-way greater than 60 feet is required. • The loading and unloading of passengers as proposed on site is not adequate for the property and Condition Number 2 cannot be waived.
09/13/11	The Planning Commission voted (7-0) to recommend DENIAL (PC Agenda Item 23/rg).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/30/11	A site check by staff noted that the subject site had graffiti on the existing block wall located on Verde Jardin Way. The landscaping area on the side and front yard contains weeds. Trash was found on the side yard landscaping area along Verde Jardin Way.

Details of Application Request	
Site Area	
Net Acres	0.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Attached	ML (Medium Low Density Residential)	R-PD5 (Residential Planned Development – 5 Units Per Acre)
North	Social Service Provider	PF (Public Facilities)	C-V (Civic)
South	Single Family, Detached	ML (Medium Low Density Residential)	R-PD5 (Residential Planned Development – 5 Units Per Acre)
East	Multi-Family Residential	M (Medium Density Residential)	R-PD15 (Residential Planned Development – 15 Units Per Acre)
West	Single Family, Attached	ML (Medium Low Density Residential)	R-PD5 (Residential Planned Development – 5 Units Per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		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*
Oakey Boulevard	Secondary Collector	Master Plan of Streets and Highways	80	Y
Verde Jardin Way	N/A	N/A	50	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	
Child Care – Group Home	1,313 SF	One space for each staff member	2				
		One space for each six children	2				
TOTAL SPACES REQUIRED			4		5		Y
Regular and Handicap Spaces Required			3	1	4	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Access to the facility shall be by means of a right-of-way with a width of 60 feet or less.	To allow access to the facility by means of a right-of-way greater than 60 feet.	Denial

ANALYSIS

A Child Care – Group Home use is defined per Title 19.18.020, as "a residential dwelling used primarily as a residence which also provides day or overnight care for a minimum of seven to a maximum of 12 children for compensation. Such a use is subject to the child care regulations and standards of the State of Nevada." The applicant is currently operating as a Child Care – Family Home with a maximum of six children with a State of Nevada license. The applicant is proposing to increase the number of children at the current location up to 12 children, changing the classification of the land use to Child Care – Group Home.

The applicant is proposing to add three additional parking spaces in the rear yard of the property, with street access to Verde Jardin Way. One parking space will be reserved for van accessible handicap parking. The applicant is requesting a waiver to allow access to the facility from Oakey Boulevard, a street greater than 60 feet in width, to allow the proposed Child Care – Group Home to provide for loading and unloading of passengers on site from either the front driveway or the parking lot located at the rear of the property simultaneously as part of the minimum Special Use Permit Requirement number 2. However, the configuration is awkward for the number of children to be loaded and unloaded, and will most likely result in this activity occurring in the public right-of-way.

There are five parking spaces shown on the submitted site plan, one being van accessible space, and parking has been designed to allow parked cars to ender Verde Jardin Way in a forward direction, rather than backing out. The proposed use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses, as evidence by a waiver request; therefore, staff recommends denial.

FINDINGS (SUP-42258)

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 Child Care – Family Home use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses, as evidence by a waiver request to allow access to the facility by means of a right-of-way greater than 60 feet wide.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The lot and existing building will provide sufficient play area and building facility to accommodate the child and staff. An area of concern is an appropriate loading and unloading zone. There are five parking spaces shown on the submitted site plan, one being a van accessible space, and parking has been designed to allow parked cars to enter Verde Jardin Way in a forward direction, rather than backing out. However, parked cars on the existing driveway along Oakey Boulevard will be backing out into the right-of-way. The site as proposed is lacking an appropriate loading and unloading zone and staff cannot support this request.

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 Oakey Boulevard, designated as a Secondary Collector in the Master Plan of Streets and Highways, and Verde Jardin Way, a local street. Although adequate in size to accommodate traffic entering and leaving the site, it is intense for the location of a child care facility.

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.

A requirement for this use is that it be located on a right-of-way with a width of 60 feet or less. The proposed Child Care – Group Home use is unsafe at this location on Oakey Bouleverd, as it is an 80-foot wide right-of-way. Oakey Boulevard is a busy east-west street with a daily high traffic count and is unsuitable for the location of a Child Care use.

5. The use meets all of the applicable conditions per Title 19.12.

The use meets all but one of the seven requirements for a Child Care – Group Home (7-12 Children). Condition Number 5 requires access to the facility shall be by means of a right-of-way with a width of 60 feet or less. The proposed use is located on Oakey Boulevard, an 80-foot right-of-way; staff recommends denial of the request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 178 (By City Clerk)

APPROVALS 0

PROTESTS 0

RG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42258** APN: 163-02-712-024

Name of Property Owner: Shantha D. Wijekularatne

Name of Applicant: Kid's Happy Days ~~Child Care~~ Child Care

Name of Representative: Sudarshini Wijekularatne

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: P.L. Shantha

Print Name: Shantha D. Wijekularatne

Subscribed and sworn before me

This 21st day of June, 20 11.

Notary Public in and for said County and State

JENNY MAGANA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 7-2-2012
Certificate No: 04-90879-1

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Kid's Happy Days Child Care

Project Address (Location) 6201, West Oakey Blvd, Las Vegas, NV 89146

Project Name Kid's Happy Days Child Care **Proposed Use** 7-12 children Group Home Care

Assessor's Parcel #(s) 163-02-712-024 **Ward #** 1-Tarkanian

General Plan: existing ML proposed no change **Zoning:** existing R-PD5 proposed No

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Shantha Wijekularatne **Contact** (702) 871 4576

Address 6201, West Oakey Blvd, **Phone:** 871 4576 **Fax:** 702 871 4576

City Las Vegas **State** NV **Zip** 89146

E-mail Address shan_w3@yahoo.com

APPLICANT ~~Kid's Happy Days Child Care~~ Sudarshini Wijekularatne **Contact** 871 4576

Address 6201, West Oakey Blvd, **Phone:** 871 4576 **Fax:** 871 4576

City Las Vegas **State** NV **Zip** 89146

E-mail Address shan_w3@yahoo.com

REPRESENTATIVE Same as above. **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* P.C. Shantha

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name SHANTHA WIJEKULARATNE

Subscribed and sworn before me

This 22nd day of June, 20 11.

Notary Public in and for said County and State

JENNY MAGANA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 7-2-2012
Certificate No: 04-90879-1

FOR DEPARTMENT USE ONLY

Case #	SUP-42258
Meeting Date:	8/9/11
Total Fee:	$1030
Date Accepted:	6/28/11
Accepted By:	Romeo

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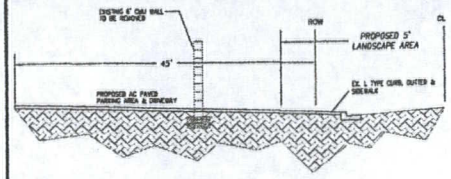
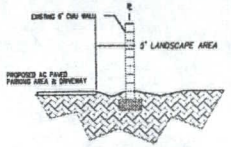
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

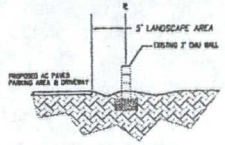
SECTION A - EAST PL



SECTION B - SOUTH PL



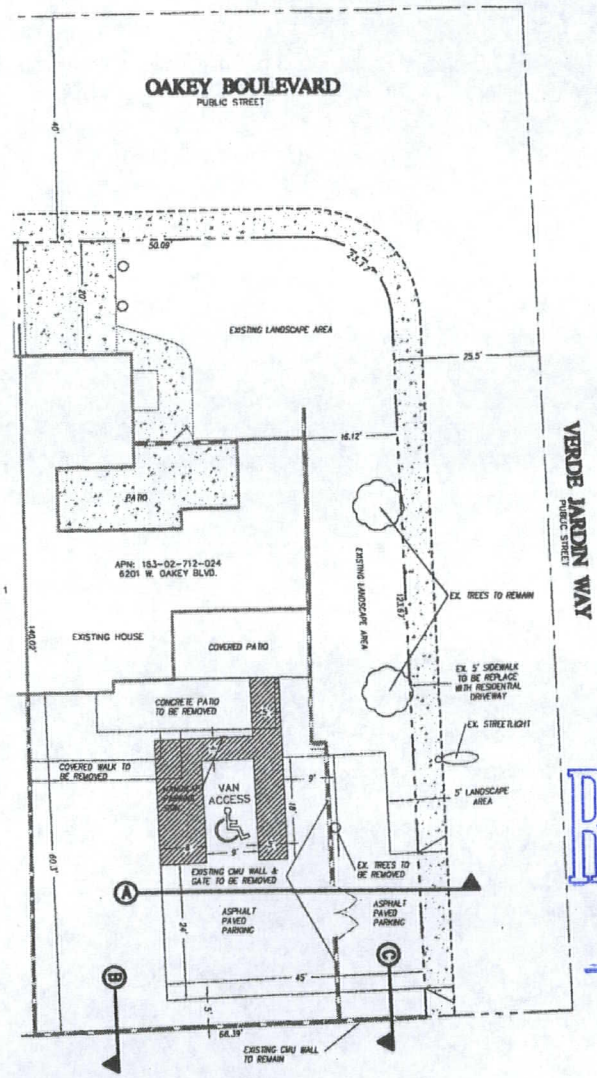
SECTION C - SOUTH PL



LOT 3 OF PARCEL MAP
FILE 67, PAGE 37
EXISTING ZONING: C-V

NORTH
SCALE: 1"=10'

OAKEY BOULEVARD
PUBLIC STREET



VERDE JARDIN WAY
PUBLIC STREET

LOT 13, BLOCK 1 OF
VILLA TIERRA VERDE SUBDIVISION UNIT 1
BOOK 15, PAGE 25
OF PLATS
EXISTING ZONING: R-PD5

NEWPORT COVE 7
AMENDED PER BOOK 40, PAGE 84
OF PLATS
EXISTING ZONING: R-PD15

LOT 32, BLOCK 1 OF
SAHARA UNIT #1 LEWIS HOMES
BOOK 18, PAGE 39
OF PLATS
EXISTING ZONING: R-PD5

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SCALE

GRAPHIC SCALE
10' 0' 5' 10' 20' 40'
(IN FEET)
1"=10'

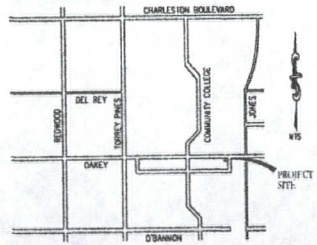
LEGAL DESCRIPTION

LOT 14 IN BLOCK 1 OF VILLA TIERRA VERDE SUBDIVISION UNIT 1 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 15, PAGE 25 OF PLATS & LOT 14A OF THE RESUBDIVISION OF A PORTION OF VILLA TIERRA VERDE UNIT 1 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20, PAGE 23 OF PLATS.

BASIS OF BEARINGS

SOUTH 88°-26'-00" WEST BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN BY A MAP IN FILE 18, PAGE 9 OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

VICINITY MAP



SITE DATA

APN 163-02-712-024
EXISTING ZONING: R-PD5
LOT SQ. FT.: 9,209
HOUSE LIVABLE SQ. FT.: 1,313

LEGEND

CENTERLINE
ROW/PROPERTY LINE
EXISTING CURB
EXISTING CMU WALL
EXISTING CONCRETE/SIDEWALK
PROPOSED ADA ACCESS PATH

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	NTS	NOT TO SCALE
BC	BACK OF CURB	OC	ON CENTER
BCR	BACK OF CURB RADIUS	PAR	PAVED AREA RAMP
BW	BACK OF WALK	PC	POINT OF CURVE
BVC	BEGIN VERTICAL CURVE	PCC	POINT OF COMPOUND CURVE
BW	BOTTOM OF WALL	PI	POINT OF INTERSECTION
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CL	CENTER LINE	PP	POWER POLE
CJ	CONST. JOINT	PRC	POINT OF REVERSE CURVE
CY	CLEAR YARD	PT	POINT OF TANGENCY
CG	CUT/FILL GRADE	R	RADIUS
DW	DROP INLET	RCP	REINFORCED CONCRETE PIPE
EC	END OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	RT	RIGHT
EVC	END VERTICAL CURVE	SD	STORM DRAIN
EX	EXISTING	SL	STREETLIGHT
FF	FINISH FLOOR ELEVATION	SS	SANITARY SEWER
FG	FINISH GRADE	STA	STATION
FH	FIRE HYDRANT	STD	STANDARD
FL	FLOW LINE	SVA	SIGHT VISIBILITY ZONE
FT	FEET	SW	SIDEWALK
GB	GRADE BREAK	TC	TOP OF CURB
HP	HIGH POINT	TF	TOP OF FOOTING
INV	INVERT	TW	TOP OF RETAINING WALL
LF	LINEAR FEET	TYP	TYPICAL
LFF	LOWEST FINISH FLOOR ELEVATION	VC	VERTICAL CURVE
MAX	MAXIMUM	VCP	VITRIFIED CLAY PIPE
MIN	MINIMUM	VG	VALLEY GUTTER
MW	MANHOLE	W	WATER

SUDARSHINI WHEKLARAYNE
6210 W OAKEY BLVD
LAS VEGAS, NV 89146
702-871-1475 FAX: 702-871-1475

TANEY ENGINEERING
2620 S. MARYLAND PKWY. #244
LAS VEGAS, NEVADA 89109
702-735-8040 FAX: 702-735-8337

NO.	DESCRIPTION	BY	DATE	APPR.

SITE PLAN FOR PARKING ADDITION

6210 W. OAKEY BLVD.

ROBERT O. CUNNINGHAM
Exp. 12-31-12
CIVIL
No. 15778
ENGINEER'S SEAL

DATE:	05.17.11
SCALE:	1"=10'
JOB NO:	WJK-11-001
DESIGNED BY:	SD
CHECKED BY:	RC
SHEET NAME:	SP
SHEET:	1 OF 1

FILE NAME: SITE PLAN.DWG

SUP-42258
REVISED

Floor Plan.

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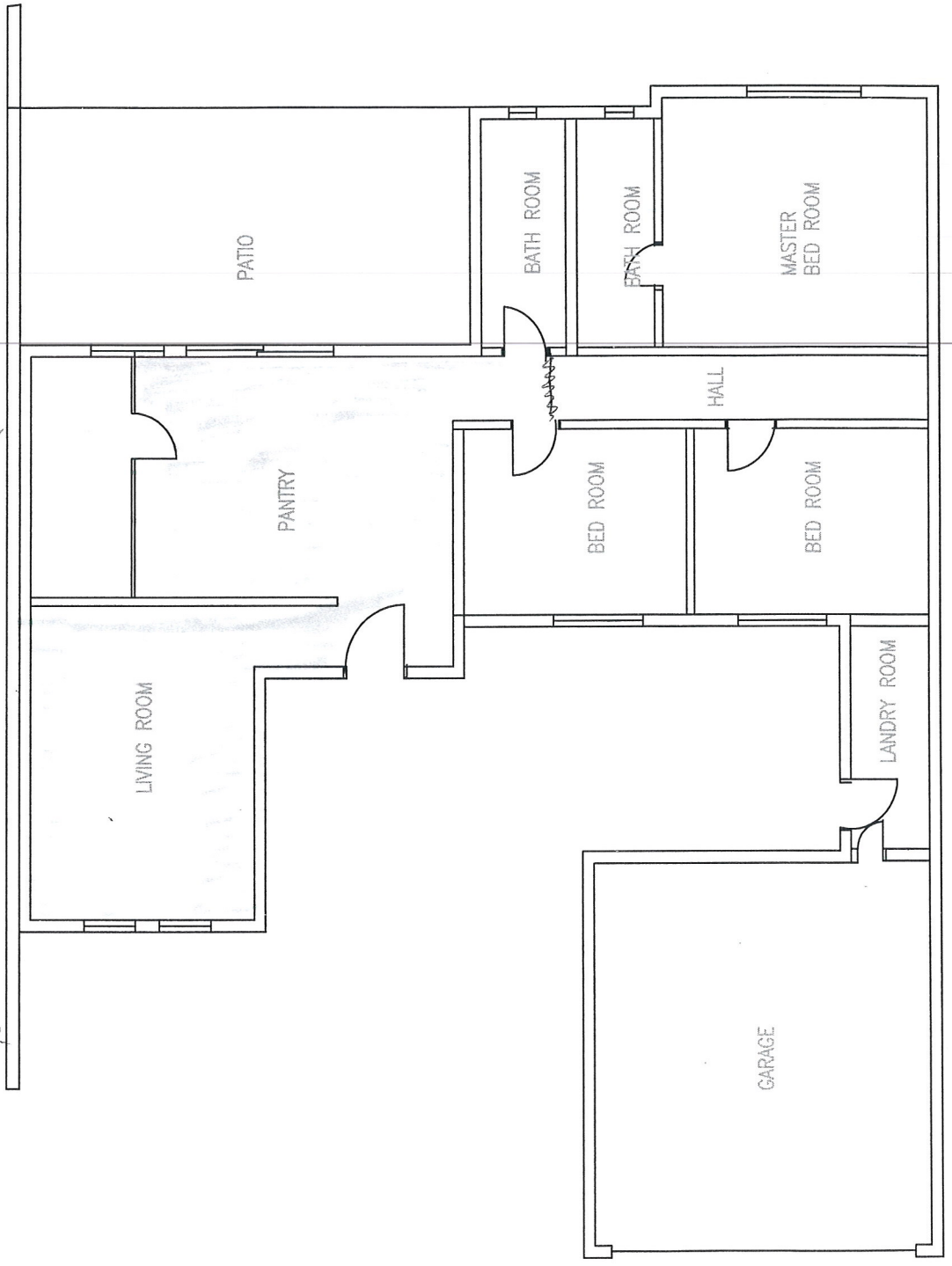
JUN 23 2011

child care area.



Sudarshini Wijekularatne
6201 W. Oakey Blvd.
Las Vegas NV 89146
702 871 4576

N

OAKEY BL

SUP-42258



SUP-42258 – APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE
6201 WEST OAKEY BOULEVARD

06/30/11



SUP-42258 – APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE
6201 WEST OAKEY BOULEVARD

06/30/11



SUP-42258 – APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE
6201 WEST OAKEY BOULEVARD

06/30/11



SUP-42258 – APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE
6201 WEST OAKEY BOULEVARD

06/30/11



SUP-42258 – APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE
6201 WEST OAKEY BOULEVARD

06/30/11



SUP-42258 – APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE
6201 WEST OAKEY BOULEVARD

06/30/11



6201 WEST OAKEY BOULEVARD

06/30/11



SUP-42258 – APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE
6201 WEST OAKEY BOULEVARD

06/30/11



SUP-42258 – APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE
6201 WEST OAKEY BOULEVARD

06/30/11

Sudarshini Wijekularatne,
Kid's Happy Days Child Care,
6201, West Oakey Blvd.,
Las Vegas,
Nevada - 89146 -1119
Tel: (702) 871-4576
June 20, 2011

Planning & Development Department,
City of Las Vegas,

Justification Letter.

I am happy to inform you that I, Sudarshini Wijekularatne, am currently having a state licensed family home day care at 6201, West Oakey Blvd., Las Vegas, Nevada - 89146.

Since I am successfully operating my day care for family home(for six children) for five years, I wish to apply for a special use permit for group home day care (for 7-12 children) and will be opened all the seven days of the week and 24 hours.

Further more, there will be two people working at the day care including me. Only my family is living in this home.

With reference to the Pre Application Conference on June 15, 2011 at the meeting committee agreed to give access to the facility from Verde Jardin way.

Since I have a two-car driveway and a garage, I can park my vehicle in the garage while the parents can drop-off the children at the front driveway or the back parking area according to their convenience.

I request for a waiver for the driveway fronting Oakey Boulevard.

Thank You,
Yours Faithfully,

.....
Sudarshini Wijekularatne.

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JUL 18 2011

SUP-42258
REVISED

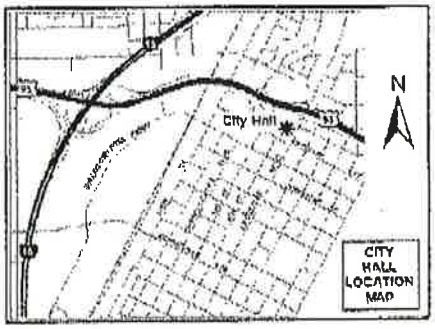
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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
0.2 1M $ 00.41⁴
0004279218 JUL 23 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this 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-42258
Planning Commission Meeting of 8/9/2011

Case: SUP-42258
16302719013
ANSARA ROBERT L
ANSARA FAMILY TRUST
1916 OAKLEAF LN
LAS VEGAS NV 89146-3004 89146-3004

56 FROFN11 89146

34P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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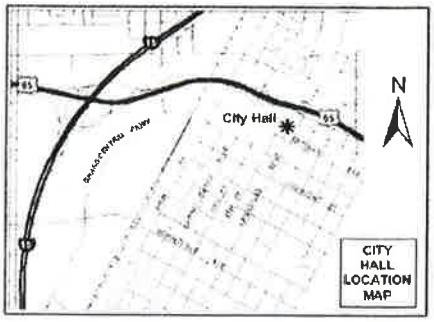
Official Notice of Public Hearing



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SUP-42258

Planning Commission Meeting of 8/9/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42258
16302712012
MORELAND ROBERT L JR & BARBARA J
6249 W OAKEY BLVD
LAS VEGAS NV 89146-1119 89146-1119

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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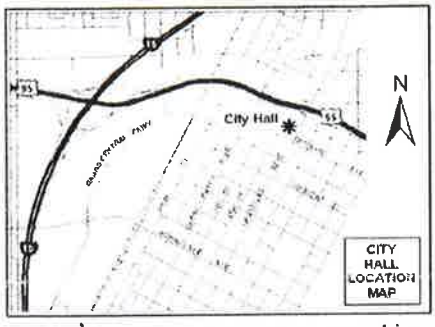
Official Notice of Public Hearing



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SUP-42258

Planning Commission Meeting of 8/9/2011

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Case: SUP-42258
16302712007
WIJEKULARATNE KEERTHI
596 SEBASTOPOL ST
CLAREMONT CA 91711-2261 91711-2261

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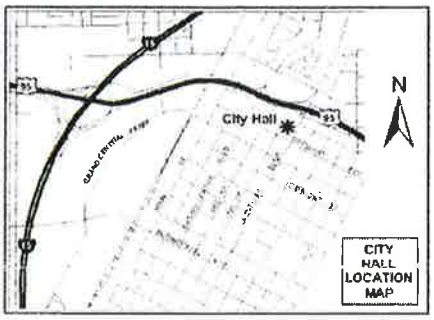
89 FRDFN11 91711

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42258

Planning Commission Meeting of 8/9/2011

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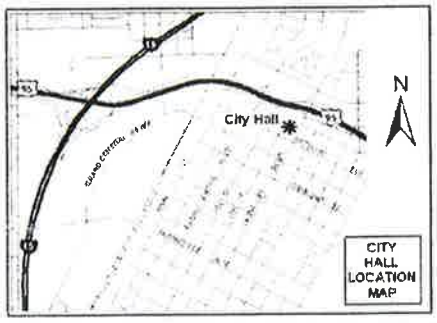
Case: SUP-42258
16302712006
WIJEKULARATNE KEERTHI & ASOKA
596 SEBASTUPOL ST
CLAREMONT CA 91711-2261 91711-2261

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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SUP-42258

Planning Commission Meeting of 8/9/2011

PRESORTED FIRST CLASS

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RECEIVED AUG - 8 2011 CITY OF LAS VEGAS PLANNING & DEVELOPMENT

Case: SUP-42258
16302712019
WIJEKULARATNE KEERTHI & ASOKA
596 SEBASTOPOL ST
CLAREMONT CA 91711-2261 91711-2261

34 24

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

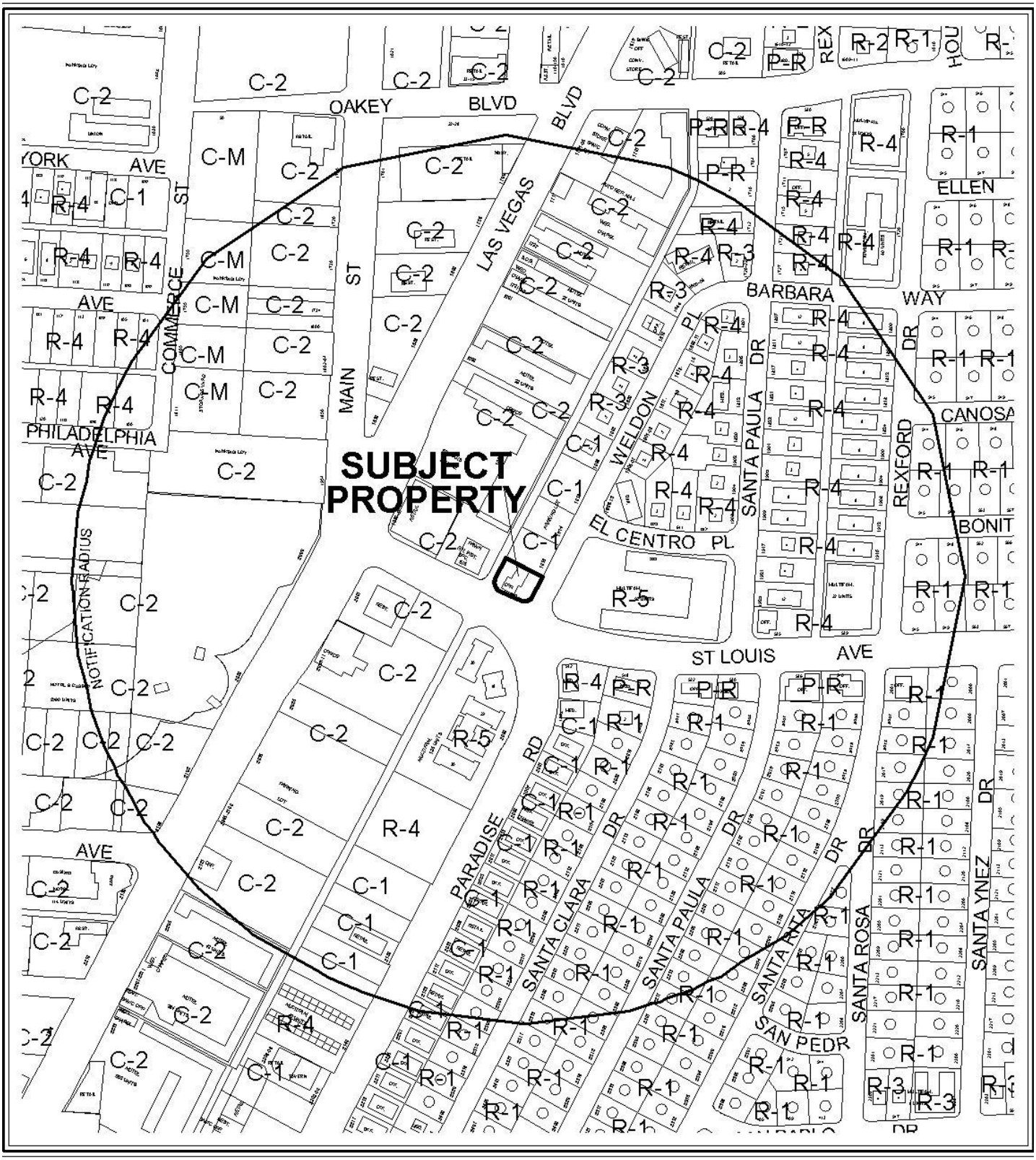
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42648 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST - For possible action regarding a request for a Special Use Permit FOR A PROPOSED PAWN SHOP WITHIN AN EXISTING 1,606 SQUARE-FOOT COMMERCIAL BUILDING WITH WAIVERS TO ALLOW A 50-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND TO ALLOW A 20-FOOT DISTANCE SEPARATION FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 519 East St. Louis Avenue (APN 162-03-311-017), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (5-1-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-1-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Request for Abeyance Letter – Submitted by Todd Kessler
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Backup referenced from the September 13, 2011 Planning Commission Meeting Item – SUP-42648



0 300 600 Feet

CASE: **SUP-42648**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



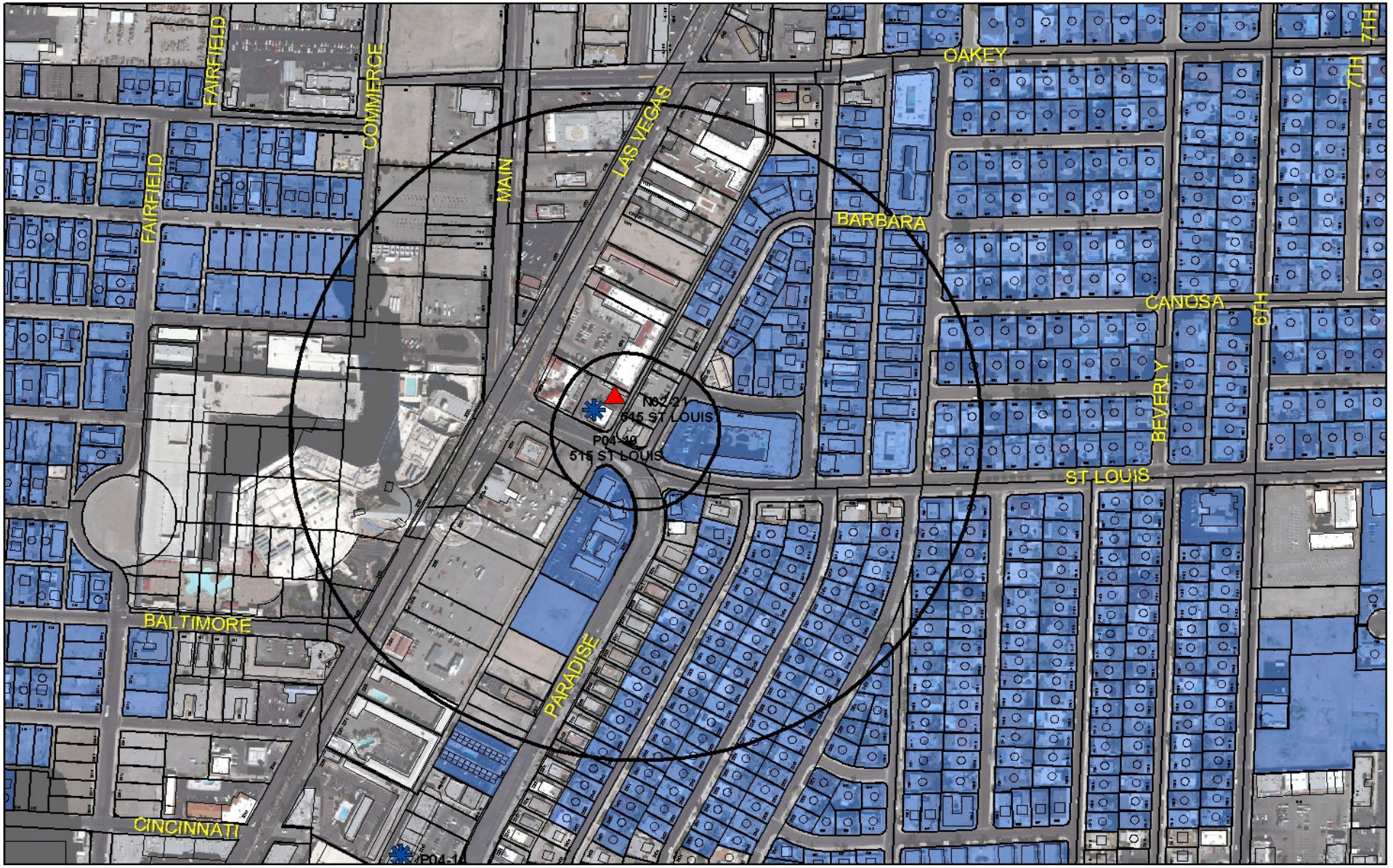
0 300 600 Feet

CASE: **SUP-42648**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-42648

Pawnshops

Financial Business Locations

Financial Institution, Specified

Pawnshops

Automobile Title Loan

Subject Property

Residential Property

200ft & 1000ft Buffer

N

0 250 500 1,000 Feet

CITY CLERK
2011 SEP 28 P 1:15

Todd Kessler

206 N. 3RD Street
Las Vegas, NV 89101
Tel: 702.953.4320
Fax: 702.477.0045

September 28, 2011

VIA FASCIMILE ONLY – (702) 382-4803

City of Las Vegas
City Clerk
Las Vegas, NV 89101

Re: Abeyance of SUP 42648

To Whom It May Concern:

Please accept this letter as a formal request for an abeyance on the above entitled matter. It is currently scheduled for the October 19, 2011 Las Vegas City Council agenda and we request it be moved to the November 16, 2011 Las Vegas City Council agenda.

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler
Representative for the Applicant and Owners

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42648	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-42648 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Pawn Shop use.

2. Conformance to the approved conditions for Rezoning (Z-0050-76).

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to issuance of a business license, a revised site plan shall be submitted to the Department of Planning depicting the handicapped parking space pursuant to the standards of Title 19.08. Access aisles shall be provided on both sides of the parking space that extends the full length of the space, without extending into the public rights-of-way.

5. 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.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Special Use Permit to allow a proposed Pawn Shop use within an existing 1,606 square-foot commercial building located at 519 East Saint Louis Avenue. The existing commercial building is currently vacant, but was previously used as a Gaming Establishment, Restricted and Office, other than listed. Staff recommends denial of the Special Use Permit request, because the proposed use does not conform to the requirements of Title 19.12, and cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses due to distance separation waiver requests. If this request is denied, the proposed use cannot be located on the site, nor can a business license be issued.

ISSUES

- A Pawn Shop use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- Waivers are required to allow a 50-foot distance separation from a residential use where 200 feet is required and a 20-foot distance separation from an existing similar use where 1,000 feet is required.
- The applicant is proposing to move an existing Pawn Shop from 215 North 3rd Street to the proposed location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/01/76	The Board of City Commissioners approved an application for the reclassification (Z-0050-76) of property located at 519 East St. Louis Avenue from R-4 to C-1. The Planning Commission recommended approval.
08/09/78	The Board of City Commissioners denied the request for a Plot Plan Review (Z-0050-76) to allow an Off-Premise Sign on property located on the northwest corner of St. Louis Avenue and Weldon Place. The Planning Commission and staff recommended denial.
09/27/84	The Board of Zoning Adjustment approved the request for a Variance (V-0100-84) to allow a wedding chapel where such use is not permitted at 519 East St. Louis Avenue. The Variance was not exercised and expired on 09/27/86.

03/19/86	The City Council denied the plot plan review to allow an Off-Premise Sign on property located on the northwest corner of St. Louis Avenue and Weldon Place (Z-0050-76). The Planning Commission recommended approval and the Planning and Development Department staff recommended denial.
06/20/07	The applicant requested to table at City Council a Special Use Permit (SUP-15442) for a proposed Package Liquor Off-Sale Establishment at 519 St. Louis Avenue. The Planning Commission and staff recommended denial.
05/04/11	The applicant requested to withdraw without prejudice at City Council a Special Use Permit (SUP-40739) for a proposed Pawn Shop at 519 St. Louis Avenue. The Planning Commission and staff recommended denial.
09/13/11	The Planning Commission voted (5-1-1/rt,gt) to recommend DENIAL (PC Agenda Item 24/jg).

Most Recent Change of Ownership	
06/28/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1950	The building at 519 East Saint Louis Avenue was constructed.
07/10/87	A business license (Q01-00052) was issued for a Real Estate Firm at 519 East Saint Louis Avenue. The license was marked out of business on 0/11/09.
11/01/01	A business license (C05-01099) was issued for a Tobacco Dealer at 519 East Saint Louis Avenue. The license was marked out of business on 05/12/08.
11/01/01	A business license (L15-00013) was issued for a Package Liquor at 519 East Saint Louis Avenue. The license was marked out of business on 05/12/08.
09/04/03	A building permit (#03019166) was issued for a Tenant Improvement at 519 East Saint Louis Avenue. The permit was finaled on 09/24/03.
06/14/07	A business license (G01-93893) was issued for Restricted Gaming at 519 East Saint Louis Avenue. The license was marked out of business on 02/28/09.
07/26/11	A building permit (192520) was issued for disaster repair at 519 East Saint Louis Avenue. The permit has not been finaled.

Pre-Application Meeting	
07/25/11	A pre-application meeting was held with the applicant, where the submittal requirements for a Special Use Permit were discussed. • Waivers of the distance separation from residentially zoned property and existing similar use.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/04/11	Staff conducted a field check of the site and found a commercial building with graffiti, building repairs from a vehicle accident and weeds and black plastic lining in the landscaping.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Other than Listed (Vacant)	C (Commercial)	C-1 (Limited Commercial)
North	Parking Lot	C (Commercial)	C-1 (Limited Commercial)
South	Apartments	C (Commercial)	R-5 (Apartment)
East	Apartments	C (Commercial)	R-5 (Apartment)
West	Pawn Shop	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Beverly Green / Southridge Neighborhood	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Saint Louis Avenue	Secondary Collector	Master Plan of Streets and Highways	80	Y
Weldon Place	N/A	N/A	50	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	
Pawn Shop	1,606 SF	1/250 SF	7				
TOTAL SPACES REQUIRED			7		4		Y*
Regular and Handicap Spaces Required			6	1	3	1	Y*

**The subject site meets the Title 19.18.030(D) definition for a Parking Impaired Development.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 200-Foot minimum distance separation from a residentially zoned property.	To allow a 50-foot distance separation.	Denial
A 1,000-Foot minimum distance separation from a Financial Institution, Specified.	To allow a 20-foot distance separation.	Denial

ANALYSIS

A Pawn Shop use is defined by Title 19.20.020 as "a facility (other than a bank, savings and loan or mortgage banking company) used for the business of lending money on the security of pledged goods or for the business of the purchase of tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time."

The existing building was constructed in 1950 and is a parking impaired development pursuant to Title 19.18.030. Previously a General Retail Establishment use occupied the building, and required 10 parking spaces. The proposed Pawn Shop use requires one space for each 250 square feet of gross floor area, or seven parking spaces. As the proposed Pawn Shop use requires fewer parking spaces than the General Retail Establishment use, no parking variance is required. The submitted site plan indicates five parking spaces, but the existing handicapped parking is partially located within the right-of-way and does not comply with Title 19.08.110 parking requirements. A condition has been added to revise the Site Plan to depict the handicapped parking space to be in compliance with 19.08.110 requirements. This revision will result in the loss of one space, with a total of four spaces provided on site.

The subject site is located in the Beverly Green/Southridge Neighborhood Plan, the A-O (Airport Overlay) District with 175-foot height restriction and the Las Vegas Redevelopment Plan Area. An existing on-street bike trail and an off-street bike path are located along the south property line. The proposed use would not have a negative impact relating to the above mentioned Special Area Plans. The Pawn Shop use, as proposed, does not meet all of the minimum Title 19 requirements. The applicant has requested Waivers of distance separation requirements to allow the use to be located 50 feet from a residentially zoned property where 200 feet is required and 20 feet where 1,000 feet is required from a similar use. The requested Waivers indicate that the use cannot be conducted in manner that is compatible with the surrounding uses and staff recommends denial. If denied, the applicant may not operate the Pawn Shop use from this location.

FINDINGS (SUP-42648)

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 Pawn Shop use cannot be conducted in a manner that is compatible with the surrounding land uses due to the requested Waivers.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of the proposed use, as is evident by the requested Waivers.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

The site is accessed by Saint Louis Avenue and Weldon Place. These streets are of sufficient size to accommodate the needs of the proposed Pawn Shop 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 a Special Use Permit for this use at this location will not compromise the public health, safety, or welfare, as the use is subject to licensing and inspections by the City of Las Vegas.

5. **The use meets all of the applicable conditions per Title 19.12.**

   Pursuant to Title 19.12, the Minimum Special Use Permit Requirements for a Pawn Shop use mandate that the use not be located within 200 feet of residential property or located within 1,000 feet from a similar use. Denial of this application is recommended, based upon non conformance to Title 19.12 requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 168 (By City Clerk)

APPROVALS 1

PROTESTS 11

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42648** APN: 162-03-311-017

Name of Property Owner: The BF Trust

Name of Applicant: Ace Loan Company

Name of Representative: Todd Kessler

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: Howard Bock

Print Name: Howard C Bock

Subscribed and sworn before me

This 26 day of July, 2011

Notary Public in and for said County and State

RON TESTON
Notary Public, State of Nevada
Appointment No. 09-10024-1
My Appt. Expires May 11, 2013

RECEIVED
JUL 25 2011
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP for Pawn Shop

Project Address (Location) 519 E. St. Louis Ave, Las Vegas, NV

Project Name _____ Proposed Use _____

Assessor's Parcel #(s) 162-03-311-017 Ward # 3

General Plan: existing ✓ proposed _____ Zoning: existing ✓ proposed _____

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres 0.16 Lots/Units 1 Density _____

Additional Information _____

PROPERTY OWNER BF Trust Contact Howard Bock

Address 2230 S. Paradise Road Phone: 382-3489 Fax: 629-3176

City Las Vegas State NV Zip 89104

E-mail Address bockfam7@yahoo.com

APPLICANT Ace Loan Company Contact Howard Bock

Address 2230 S. Paradise Road Phone: 382-3489 Fax: 629-3176

City Las Vegas State NV Zip 89104

E-mail Address bockfam7@yahoo.com

REPRESENTATIVE Todd Kessler Contact Todd Kessler

Address 206 N. 3rd St. Phone: 953-4320 Fax: 477-0045

City Las Vegas State NV Zip 89101

E-mail Address Todd@rggly.com

Property Owner Signature* Howard Bock

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps

Print Name Howard Bock

Subscribed and sworn before me

This 26 day of July, 2011

Ron Teston

Notary Public in and for said County and State

RON TESTON
Notary Public, State of Nevada
Appointment No. 09-10024-1
My Appt. Expires May 11, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-42648
Meeting Date:	9/13/11
Total Fee:	$1030
Date Received:*	7/27/11
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

Revised 10/27/08

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City of Las Vegas

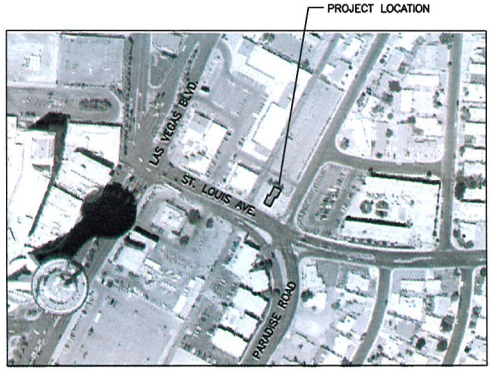
PARKING ANALYSIS – TITLE 19

1,606 S.F. EXISTING BUILDING

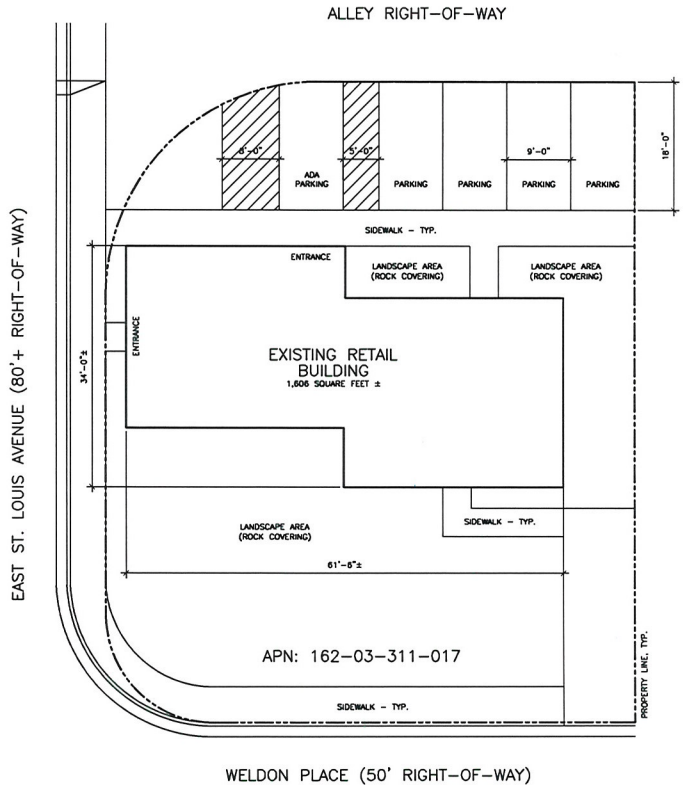
PROPOSED USE – PAWN SHOP USE 1:250 SF, 6.42 OR 7 SPACES REQUIRED
EXISTING USE – RETAIL 1:175 SF, 9.177 OR 10 SPACES

SITE IS CONSIDERED PARKING IMPAIRED, NO VARIANCE FOR PARKING IS REQUIRED.

5 PARKING STALLS PROVIDED INCLUDING 1 ACCESSIBLE STALL (ON-SITE PARKING)



VICINITY MAP
SCALE: N.T.S.



SITE PLAN AND LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"

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City of Las Vegas

SUP-42648

REVISIONS

Mark	Date	Description

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CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED UNDER NUMBER.

BRESLIN BUILDERS
COMPANY NAME

JACK BRESLIN
CONTRACTOR'S REPRESENTATIVE OR MASTER OR CLIENT PLANNING OR ELECTRICAL NUMBER

0018169
CONTRACTOR LICENSE #

TODD McBRAYER
PLANS PREPARED BY

SIGNATURE

Date: January 14, 2011
Project No.: –
Designed By: McBrayer
Checked By: TMM

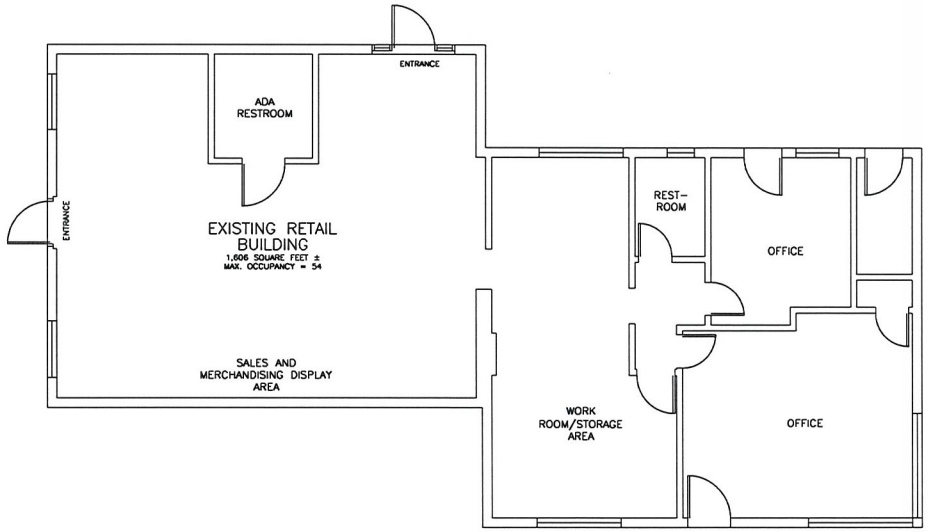
BRESLIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)798-3977
FAX (702)798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169
www.BreslinBuilders.com

Project:
Pawn Shop SUP
519 East St. Louis Avenue,
Las Vegas, Nevada 89104

APN: 162-03-311-017

Sheet Title:
Site Plan and Landscape Plan

Sheet No:
SUP1



FLOOR PLAN
SCALE: 1/4" = 1'-0"

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JUL 25 2011
City of Las Vegas

REVISIONS

Mark	Date	Description

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CONTRACTOR

THE SE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED UNDER NRS 624.

BRESLIN BUILDERS
COMPANY NAME

JACK BRESLIN
CONTRACTOR'S SIGNATURE OR MASTER OR AIR CONDITIONING ELECTRICAL NUMBER

0018189
CONTRACTOR LICENSE #

TODD McBRAYER
PLANS PREPARED BY

SIGNATURE

Date:
January 14, 2011

Project No.:
–

Designed By:
McBrayer

Checked By:
TMM

BRESLIN BUILDERS
DESIGN AND CONSTRUCTION
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)798-3977
FAX (702)798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018189
www.BreslinBuilders.com

Project:
Pawn Shop SUP
519 East St. Louis Avenue,
Las Vegas, Nevada 89104

APN: 162-03-311-017

Sheet Title:
Floor Plan

Sheet No:
SUP2

SUP-42648



SUP-42648 - APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

08/04/11



SUP-42648 - APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

08/04/11



SUP-42648 - APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

08/04/11



SUP-42648 - APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

08/04/11



SUP-42648 - APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

08/04/11



SUP-42648 - APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

08/04/11



SUP-42648 - APPLICANT: ACE LOAN COMPANY - OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

08/04/11

Todd Kessler
206 N. 3rd St.
Las Vegas, NV 89101
702-296-2600

July 18, 2011

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, Nevada 89101

Re: **JUSTIFICATION LETTER -SUP Application re APN 162-03-311-017**

To whom it may concern:

Please accept this as a justification letter for an SUP application for a pawn shop located at 519 E. St. Louis Ave, Las Vegas, NV. The Application is FOR A SPECIAL USE PERMIT FOR A PAWN SHOP AND WAIVERS TO ALLOW A 50 FOOT SEPERATION FROM A RESIDENTIAL WHERE A 200 FOOT DISTANCE SEPERATION IS REQUIRED AND TO ALLOW A 20 FOOT SEPERATION FROM AN EXISTING FINANCIAL INSTITUTION WHERE A 1,000 FOOT DISTANCE SEPERATION IS REQUIRED on 0.16 acres at 519 E. St. Louis Ave. zoned C-1 (Limited Commercial).

The pawn shop, which operates under a state pawn license, intends to have approximately 3 employees and will be open Monday to Saturday from 8:30 AM to 4:30 PM. The business is currently located at 215 N. 3rd St., Las Vegas, NV 89101 and intends to move into a building they have owned since 2002. The owners also operate John's Loan & Jewelry Company located at 2290 Paradise Road, Las Vegas, NV.

We strongly believe our waivers are appropriate as the proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, the subject site is physically suitable for this type of use, the access streets to the property are adequate in size to meet the requirements of this use and the approval of this Special Use Permit at this site is not inconsistent with nor compromises the public, health, safety and welfare of the overall objectives of the General Plan.

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler

Todd Kessler
Representative for the Owners- The BF Trust

RECEIVED
JUL 25 2011
City of Las Vegas

SUP-42648

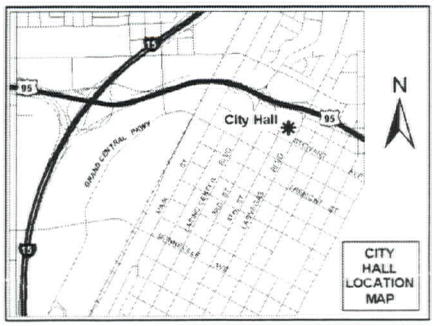
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 01 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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PLANNING & DEVELOPMENT

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42648

Planning Commission Meeting of 9/13/2011

Case: SUP-42648
16203414040
FRANKLIN DERRICK
MAPEL SHARON A TRUST
%S MAPEL
2208 VAN PATTEN PL
LAS VEGAS NV 89104-2754 89104-2754

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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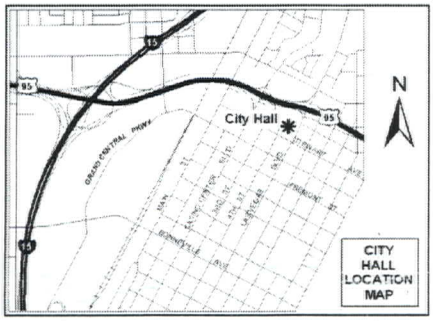
02 1M $ 00.41⁴
0004279218 SEP 01 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this 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-42648

Planning Commission Meeting of 9/13/2011

Case: SUP-42648
16203414039
MAPEL SHARON A TRUST
MAPEL SHARON A TRS
2208 VAN PATTEN PL
LAS VEGAS NV 89104-2754 89104-2754

27 HRDFN11 89104

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42648

Planning Commission Meeting of 9/13/2011

RECEIVED
SEP - 7 2011

Case: SUP-42648

16203311017
B F TRUST ETAL
BOCK HOWARD G & CARYL S TRS
%JOHNS LOANS CO
2230 S PARADISE RD
LAS VEGAS NV 89104-2516 89104-2516

27 HRDFN11 89104

24

Trinity Haven Schlottman

From: "Terrell Wilsey" <aanswertravel@hotmail.com>
Date: Tuesday, September 13, 2011 1:11 PM
To: <trinitys@lsda.net>
Subject: Object to Beverly Green Pawn Shop Variance

Trinity,

I am the owner of 549 E. St Louis one of the closest single family homes to the variance. Per the existing codes to protect residential neighborhoods I feel this variance is inappropriate. Commercial/Financial business really should be on business arterials and not at the intersection of residential streets.

Please accept my request that You oppose this variance as being the wrong thing in the wrong place.

Thankyou.

Terry Wilsey
549 E. St. Louis, 89104

Terry Wilsey, Traveler's Concierge
"A Answer on Travel/CruiseAholics" agent at A Destination/Altour/AMEX

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Submitted at Planning Commission
Date 9/13/2011 Item 24

Trinity Haven Schlottman

From: "Pam Hartley50@cox.net" <pam50@cox.net>
Date: Monday, September 12, 2011 3:24 PM
To: <trinitys@lsda.net>
Subject: Pawn shop on St. Louis and Paradise

Hi Trinity,

Congratulations on your appointment to the Planning Commission.

I am contacting you regarding the proposed pawn shop at 519 E. St. Louis (SUP 42648). I don't believe that this is an appropriate location for this type of business. Indeed, it has been a long standing push on the part of both Beverly Green and Southridge Neighborhood Associations to keep commercial of any kind from further encroachment into the residential areas of our neighborhoods. This pawn shop is seeking two distance variances. It is 50 feet from a residential property when 200 are required and Super Pawn is within 20 feet when 1000 feet is required. That would make two pawn shops within a short distance from residential properties.

While I understand that this property is already zoned for commercial, the other three corners have two apartment complexes and a dentist office.

Please Trinity, no pawn shop.

Thank you,

Pam Hartley
1700 Rexford Drive #206
89104

Trinity Haven Schlottman

From: "Jeffrey Hamilton" <contact@jeffreyhamilton.com>
Date: Saturday, September 10, 2011 9:54 PM
To: <trinitys@lsda.net>
Cc: <flamingoclub@yahoo.com>; <wateringhole25@cox.net>; <heidiswank@yahoo.com>

Commissioner Trinity Schlottman

With regards to the Special Use Permit being requested for the building at 519 St. Louis; we understand the owner would like to put a Pawn Shop in this space. However, this building does not meet the requirements for a pawn shop because it is located too close a private residence (only 50 feet away where the City requires 200 feet) and too close to another pawn shop (only 20 feet where the City requires 1000 feet). In addition to these problems with the distance between the proposed pawn shop and other buildings, there are already four existing pawn shops near this property. I'm pretty sure that with so many pawn shops in the area already as well as the distance problems that a Pawn Shop is probably not the best business to go into 519 St Louis. Please vote accordingly to deny this request.

Jeffrey J. Hamilton
702-285-6469 cell
702-696-9185 home
555 Ellen Way Las Vegas Nevada 89104

Trinity Haven Schlottman

From: "trinity schlottman" <trinitys@lsda.net>
Date: Friday, September 09, 2011 12:51 PM
To: "trinity schlottman" <trinitys@lsda.net>
Subject: Fw: opposition to SUP-42648.

------Original Message------
From: Gregory Brown
Sender: Gregory Brown
To: trinity schlottman
Sent: Sep 9, 2011 12:17 AM
Subject: opposition to SUP-42648.

Trinity I am writing to express opposition to the request for a special use permit to open yet another pawn shop on St Louis adjacent to residential single family homes. Indeed, the subject property was clearly intended for R-1 use in the original planning and if it has become zoned for commercial use in the past, the proposed use is certainly not compatible with the surrounding area. I urge you and the Planning Commission to oppose this proposal.

Gregory Brown
former president, Southridge Neighborhood Association
606 Bonita Avenue
(702) 580 7798

Trinity Schlottman
Urban Lofts Division Manager
trinitys@lsda.net
702-204-8737

Trinity Haven Schlottman

From: "trinity schlottman" <trinitys@lsda.net>
Date: Friday, September 09, 2011 12:53 PM
To: "trinity schlottman" <trinitys@lsda.net>
Subject: Fw: Opposition to Sup-42648 (shop at 519 E St Louis)

Trinity Schlottman
Urban Lofts Division Manager
trinitys@lsda.net
702-204-8737

From: Crewguy J <vccrew1985@yahoo.com>
Date: Fri, 9 Sep 2011 10:13:18 -0700 (PDT)
To: <trinitys@lsda.net>
Subject: Opposition to Sup-42648 (shop at 519 E St Louis)

Dear Trinity,

We live at 548 Barbara Way, Las Vegas, NV 89104. I oppose the application to allow a pawn shop to operate at 519 East St. Louis.

First, it would be next door to Super Pawn, when there's supposed to be at least 1,000 feet between pawn shops.

Second, there are 10 pawn shops already in the area. See:
>>> SuperPawn - immediately adjacent
>>> John's Loan & Jewelry - 0.3 miles
>>> Sell Your Gold - 0.8 miles
>>> Pawn Palace - 0.8 miles
>>> Nevada Title Loans - 0.9 miles
>>> Gold & Silver Pawn - 1.1. miles
>>> EZ Pawn (Sahara) - 1.2 miles
>>> EZ Pawn (LVB) - 1.2 miles
>>> Joe's Gold & Silver - 1.3 miles
>>> EZ Pawn (Charleston) - 1.7 miles http://maps.google.com/maps?q=pawn+shop+near:519+e+st+louis,+89104&h l=en&ll=36.148202,-115.153413&spn=0.029629,0.066047&sll=37.0625,-95.677068&sspn=58.598104,135.263672&vpsrc=6&fll=36.148202,-115.153413&fspn=0.029629,0.066047&z=15

Third, it's across the street from the crime-challenged Siegel Suites, when it's required to be 200 feet from residential.

Thank you,

John Delikanakis & German Delgado

Trinity Haven Schlottman

From: "trinity schlottman" <trinitys@lsda.net>
Date: Friday, September 09, 2011 12:51 PM
To: "trinity schlottman" <trinitys@lsda.net>
Subject: Fw: SUP-42648 (Pawn Shop @ 519 St. Louis.

------Original Message------
From: John Schmitt
To: trinity schlottman
Sent: Sep 9, 2011 7:38 AM
Subject: RE: SUP-42648 (Pawn Shop @ 519 St. Louis.

Rep Schlottman

Please oppose the Special Use Permit for the proposed Pawn Shop at 519 St. Louis st.

The City has rules for placing Pawn Shops near homes and for placing Pawn Shops near each other. The rules are there for a reason.

Also this location was already a Pawn Shop at one time and closed down.

Please encourage the owner of the property to find a better use for it.

Thanks,

John Schmitt
Concerned Neighbor

Trinity Schlottman
Urban Lofts Division Manager
trinitys@lsda.net
702-204-8737

Trinity Haven Schlottman

From: "Bill Beattie" <billbd007@gmail.com>
Date: Friday, September 09, 2011 8:05 PM
To: <trinitys@lsda.net>
Subject: Pawn Shop

Hey Trinity -

This is Bill Beattie. I'm writing to let you know that we don't need another pawn shop in the neighborhood. I'm sure your'e getting many emails about the issue, but Lauren and I just wanted you to know we feel strongly about this position. We love businesses in the neighborhood, but feel this is the wrong type of business. Pawn shops not only take advantage of poor people, but produce nothing. And thus does nothing for the community.

Thanks for requesting the community's input.

Bill and Lauren Beattie
545 Bonita Ave
89104

Trinity Haven Schlottman

From: "trinity schlottman" <trinitys@lsda.net>
Date: Friday, September 09, 2011 12:55 PM
To: "trinity schlottman" <trinitys@lsda.net>
Subject: Fw: 519 St. Louis - Pawn Shop OPPOSED

------Original Message------
From: Arcos Design & Public Relations
To: trinity schlottman
Sent: Sep 8, 2011 9:58 PM
Subject: 519 St. Louis - Pawn Shop OPPOSED

Dear Mr. Schlottman,

I reside at 572 Bonita Ave with my fiance, John Schmitt, who owns our home. I oppose this proposed pawn shop for many reasons.

1. It would be located 50 feet away to a private residence.
2. It would be located 20 feet away from another pawn shop.
3. It appears there was a pawn shop in its location in the past that failed.
4. My 11 year old son often rides his bike in the neighborhood and does not need to witness the type of desperate behavior and surly characters who frequent pawn shops.
5. This business adds nothing to the charm and character of our residential neighborhood Downtown. It is a blighted business built on people's misery and desperation.
6. Another pawn shop in this neighborhood is inconsistent with the mayor's and other leader's vision for Downtown.
7. It would reduce the quality of life for homeowners, residents and their children who are directly impacted by the type of business.
8. We have four existing pawn shops immediately surrounding our residential neighborhood already.
9. The proposed pawn shop does not fill a business need nor does it contribute anything positive to this area.
10. The temptation of selling to pawn shops encourages theft and crime in the immediate surrounding homes to would-be criminals.

Thank you,

Poly Arcos
572 Bonita Ave, Las Vegas, NV 89104-2869
info@arcosdesign.com <mailto:info@arcosdesign.com>

Trinity Schlottman
Urban Lofts Division Manager
trinitys@lsda.net
702-204-8737

Trinity Haven Schlottman

From: "Nathan C Uhlir" <casadelsoul1@mac.com>
Date: Friday, September 09, 2011 5:45 PM
To: <trinitys@lsda.net>
Subject: PAWN SHOP OPPOSITION

Hello trinity, I would like to oppose the proposed pawn shop on the corner of Paradise and St. Louis Ave. Please let me know what steps I can/need to take in order to get involved in that process.

Thanks!

-Nathan

++

Nathan C Uhlir
Graphic Design / Art Direction / Event Production

1809 S. 17TH STREET | LAS VEGAS | NV | 89104

MO 702.353.2147
FX 207.226.6569
E1 casadelsoul1@mac.com
AIM casadelsoulman

PORTFOLIO BLOG
http://nathanuhlirportfolio.blogspot.com/

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

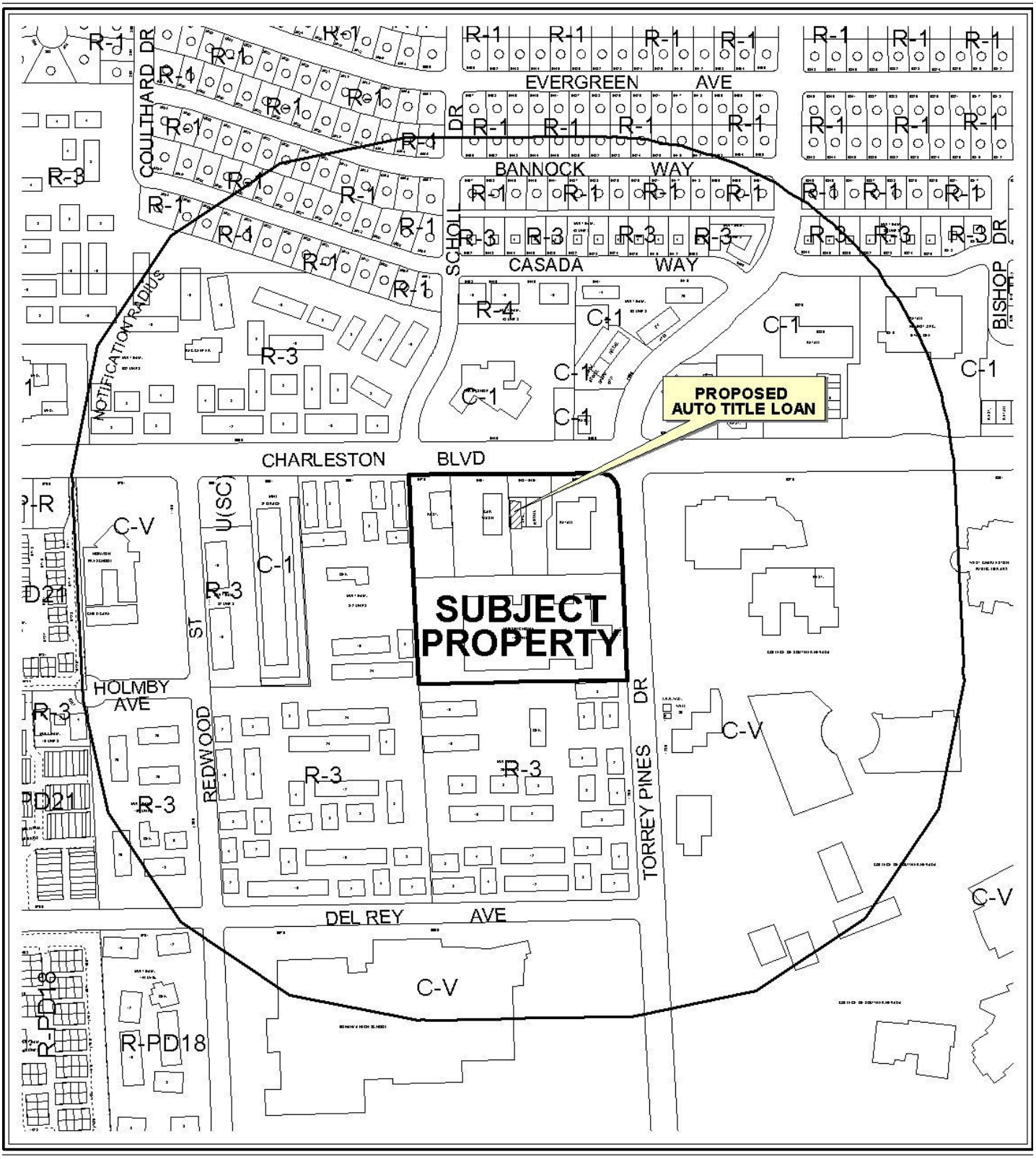
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42657 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FAST CASH TITLE LOAN - OWNER: ANDREA J AND SUSAN RUSSO - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,108 SQUARE-FOOT AUTO TITLE LOAN USE WITH WAIVERS TO ALLOW NO DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND A 680-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED at 6433 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

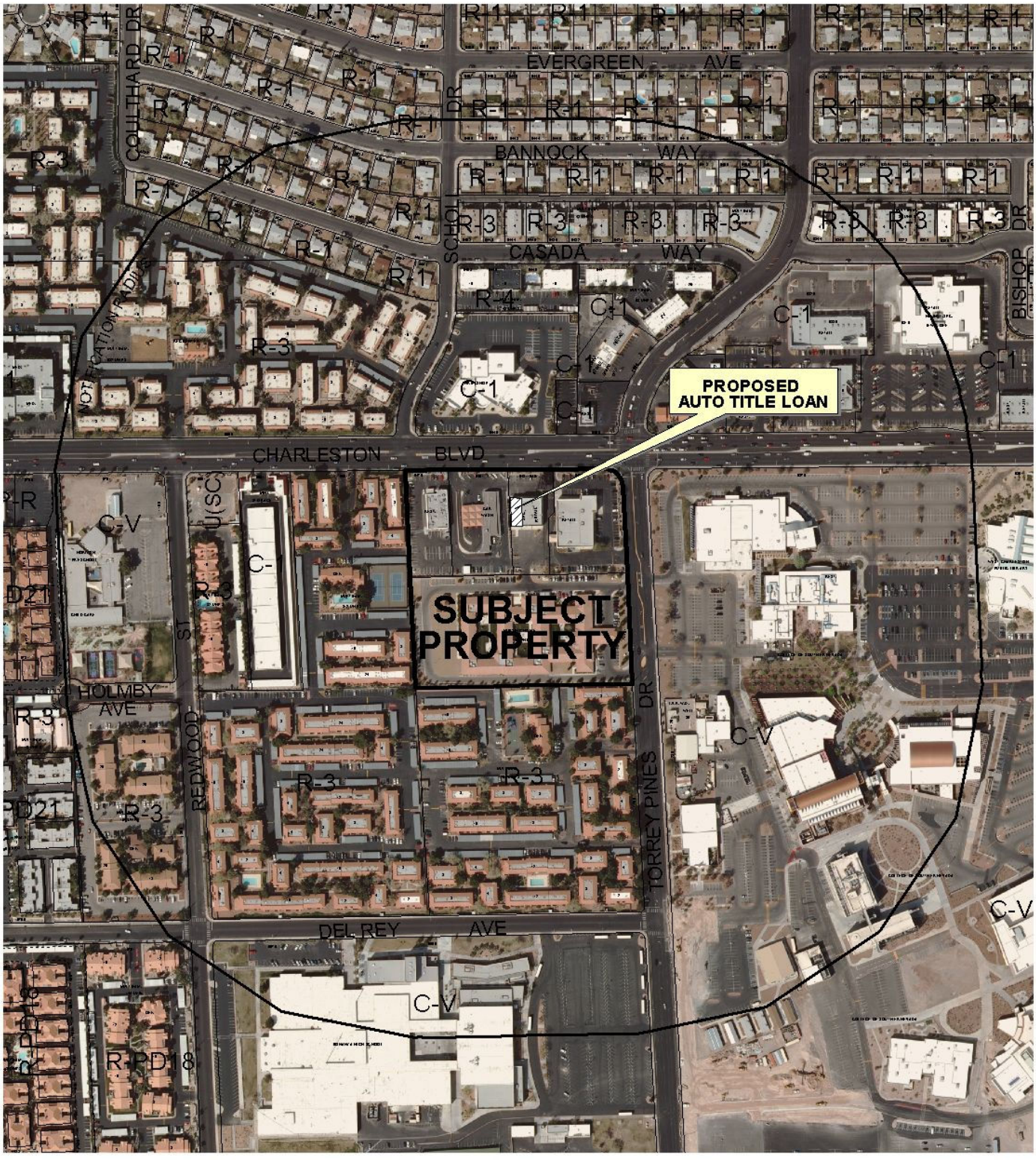
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 13, 2011 Planning Commission Meeting Item – SUP-42657



CASE: **SUP-42657**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



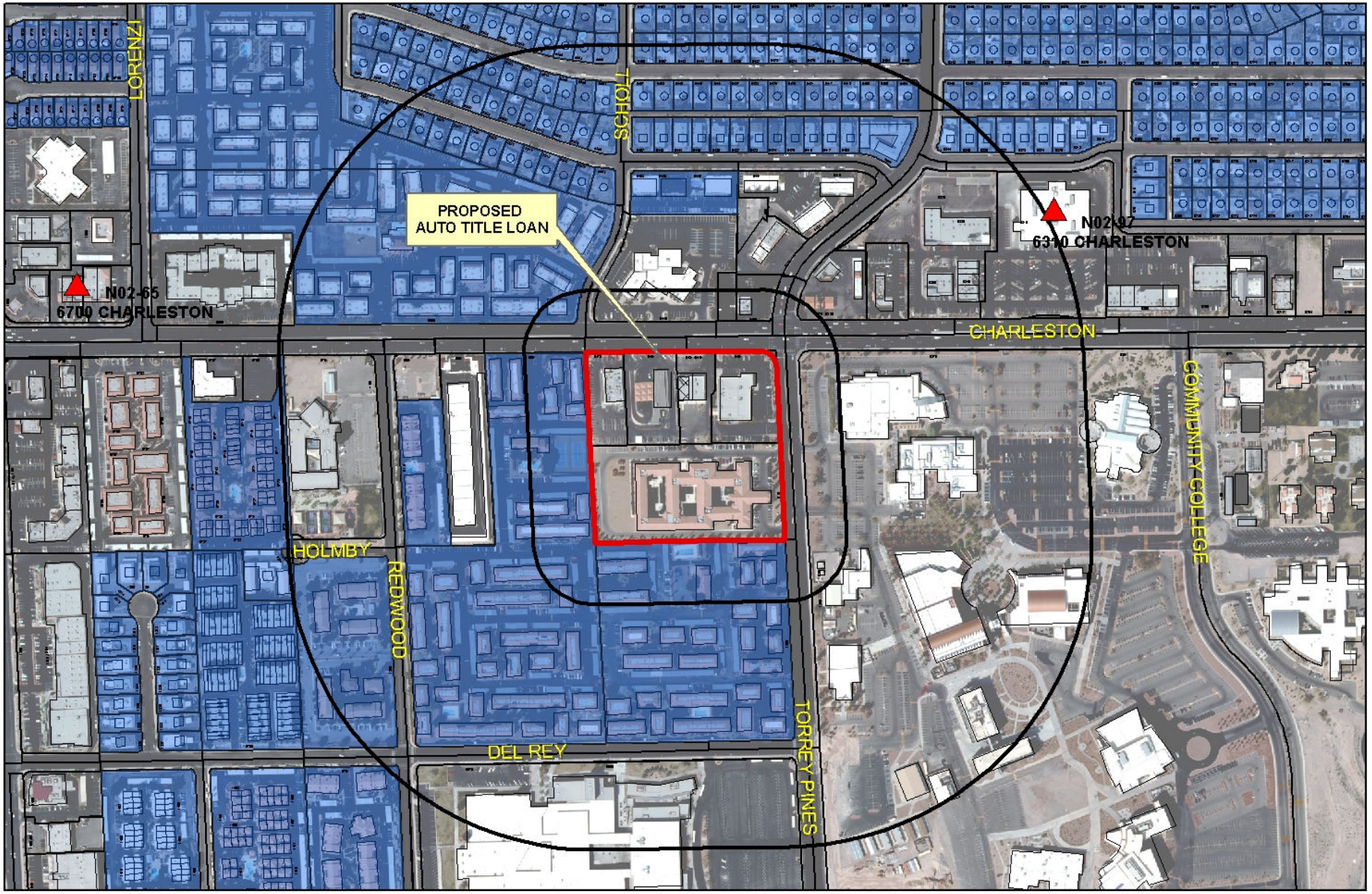
0 300 600 Feet

CASE: **SUP-42657**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-42657
Financial Institution

Financial Business Locations

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops

Subject Property
Residential Property
200ft & 1000ft Buffer

0 270 540 1,080 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FAST CASH TITLE LOAN - OWNER: ANDREA J AND SUSAN RUSSO

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42657	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-42657 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Auto Title Loan use.

2. Conformance to the approved conditions for Rezoning (Z-0068-95).

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

Staff Report Page One
October 19, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant proposes an Auto Title Loan use within an existing 2,108 square-foot portion of a 7,040 square-foot building located at 6433 West Charleston Boulevard. The space is currently vacant with the last business being a Financial Institution, Specified. The subject location is appropriate for the intensity of the proposed use and the use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses; therefore, staff recommends approval of the Special Use Permit request, with conditions. If denied, the Auto Title Loan use would not be permitted at the subject location.

ISSUES

- An Auto Title Loan use is allowed in a C-1 (Limited Commercial) zone with an approved Special Use Permit.
- A Waiver is required to allow an Auto Title Loan use to be located 680 feet from another similar use where a minimum of 1,000-foot separation is required. Staff supports this request as the waivers are the same as those required for similar uses, such as a Financial Institution, Specified, and adding the Auto title Loan use will not significantly intensify the existing approved use.

- A Waiver is required to allow an Auto Title Loan use to be located zero feet from a residentially zoned property where a minimum of 200-foot separation is required. Staff supports this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/01/95	The City Council approved Rezoning (Z-0068-95) to C-1 (Limited Commercial) as part of a larger request. The Planning Commission and staff recommended approval of the application.
10/04/06	The City Council approved a request for a Special Use Permit (SUP-15404) for a proposed Financial Institution, Specified and a Waiver of the 1,000-foot distance separation requirement from another Financial Institutions, Specified at 6433 West Charleston Boulevard. The Planning Commission and staff recommended approval.
09/13/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 25/yk).

YK

Most Recent Change of Ownership	
11/25/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/02/07	A Business License (N02-00081-F-129926) was issued for a Non-depository Lender at 6433 West Charleston Boulevard. Expired on 05/23/11.
01/02/07	A Business License (W10-00122-K-129926) was issued for Wire Transfer at 6433 West Charleston Boulevard. Expired on 07/12/11.
08/31/09	A Business License (M06-03084-2-129926) was issued for Money Order Sales at 6433 West Charleston Boulevard. Expired on 07/12/11.
05/19/11	A Business License (N02-92574-E-154661) was applied for a Non-depository Lender at 6433 West Charleston Boulevard. License is on hold pending Special Use Permit approval.

Pre-Application Meeting	
07/20/11	Staff reviewed the requirements for a Special Use Permit for an Auto Title Loan business application. It was noted that two Waivers will be required for distance separation requirements.

Neighborhood Meeting
No neighborhood meeting was required, nor was one held.

Field Check	
08/04/11	Staff conducted a field check of the site and found a well maintained property with a retail building. The eastern two-thirds of the building is occupied with a retail phone service outlet. The western third of the building is currently vacant and will be the location of the Auto Title Loan business upon approval of a Special Use Permit.

Details of Application Request	
Site Area	
Net Acres	0.79

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Vacant General Retail, Other Than Listed (More than 3500 Square Feet)	SC (Service Commercial)	C-1 (Limited Commercial)
North	Thriftshop	SC (Service Commercial)	C-1 (Limited Commercial)
South	Convalescent Care Facility	SC (Service Commercial)	C-1 (Limited Commercial)
East	General Retail, Other Than Listed (3500 Square Feet or More)	SC (Service Commercial)	C-1 (Limited Commercial)
West	Car Wash, Full Service or Auto Detailing	SC (Service Commercial)	C-1 (Limited Commercial)

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y

YK

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	
Auto Title Loan	2,108 SF	1 space per 250 SF	9				
General Retail Store, Other Than Listed (3500 SQ FT or more)	4,932 SF	1 space per 175 SF	29				
TOTAL SPACES REQUIRED			38		35		N *
Regular and Handicap Spaces Required			36	2	33	2	N

- Per Title 19 the site is parking impaired.

Waivers		
Requirement	***Request***	***Staff Recommendation***
To have a minimum distance separation of 1,000 feet from another Auto Title Loan, Pawn Shop or Specified Financial Institution location.	To have a minimum distance of 680 feet from another Auto Title Loan, Pawn Shop or Specified Financial Institution location.	Approval
To have a minimum distance separation of 200 feet from a parcel zoned for residential use.	To have a minimum distance of zero feet from a parcel zoned for residential use.	Approval

ANALYSIS

The subject site is designated as SC (Service Commercial) on the Southwest Sector Plan map of the General Plan. The SC (Service Commercial) designation allows low to medium intensity retail, office or other commercial uses that serve primarily local area patrons and that do not include more intense general commercial characteristics. The current C-1 (Limited Commercial) zoning district that applies to the subject site is in conformance with the current SC (Service Commercial) General Plan designation. A Financial Institution, Specified use is allowed upon approval of a Special Use Permit in the C-1 (Limited Commercial) zoning district.

The applicant notes that the type of service to be provided at the subject site is unique and in high demand in the area. A Waiver of the 1,000 foot distance separation requirement from another Financial Institution, Specified located approximately 680 feet to the east at 6310 West Charleston Boulevard is required. Staff supports the Waiver, as the previous business at this site was a financial institution, Specified business and was also granted similar Waivers when approved. The proposed Auto Title Loan doesn't significantly intensify the use of the site.

FINDINGS (SUP-42657)

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 addition of an Auto Title Loan use within this area is compatible with the existing and future land uses as specified by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The addition of this use will not significantly intensify the use of the site; therefore, the subject site is physically suitable to accommodate the proposed use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Charleston Boulevard, a 100-foot Primary Arterial, as designated in the Master Plan of Streets and Highways. This street is adequate in size to meet the requirements of the proposed Auto Title Loan use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The site will be subject to permitting, annual inspections and licensing by the City of Las Vegas, and will not compromise the public health, safety, and welfare, or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The use requires two distance separation Waivers to meet Title 19.12 conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 263 (By City Clerk)

APPROVALS 0

PROTESTS 0

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42657** APN: 163-02-114-003

Name of Property Owner: Susan & Andrea Russo

Name of Applicant: MHD Nevada Holdings, LLC d/b/a Fast Cash Title Loans

Name of Representative: Michael DiChiaro

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: Susan Russo Andrea J Russo

Print Name: Susan Russo Andrea Russo

Subscribed and sworn before me

This 27 day of July, 2011

Claudia Outob

Notary Public in and for said County and State

Alameda
CA

CLAUDIA OUTOB
Commission # 1854571
Notary Public - California
Alameda County
My Comm. Expires Jun 18, 2013

RECEIVED
JUL 28 2011
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 6433 W. Charleston Boulevard, Las Vegas, Nevada 89146

Project Name Fast Cash Title Loans **Proposed Use** Auto Title Loan

Assessor's Parcel #(s) 163-02-114-003 **Ward #** 1-Tarkanian

General Plan: existing SC **proposed** N/A **Zoning: existing** C-1 **proposed** N/A

Commercial Square Footage 2159 **Floor Area Ratio**

Gross Acres 0.79 **Lots/Units** **Density**

Additional Information

PROPERTY OWNER Susan Russo and Andrea Russo **Contact**

Address 441 Mares Court **Phone:** 408.813.1805 **Fax:**

City Pleasanton **State** CA **Zip** 94566

E-mail Address Susanrusso813@yahoo.com

APPLICANT Fast Cash Title Loans **Contact** Michael DiChiaro

Address 5645 S. Eastern Avenue, Suite 4 **Phone:** 702.617.6761 **Fax:** 702.570.6580

City Las Vegas **State** Nevada **Zip** 89119

E-mail Address chiaro525@aol.com

REPRESENTATIVE Goodman Law Group **Contact** Ross C. Goodman, Esq./Mary A. Guido

Address 520 South 4th Street, 2nd Floor **Phone:** 702.383.5088 **Fax:** 702.385.5088

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address ross@goodmanlawgroup.com or mary@goodmanlawgroup.com

Susan Russo

Property Owner Signature* Andrea J Russo

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Susan Russo ANDREA RUSSO

Subscribed and sworn before me

This 27 day of July, 20 11.

Claudia Outob

Notary Public in and for said County and State Alameda CA

Revised 10/27/08

CLAUDIA OUTOB
Commission # 1864571
Notary Public - California
Alameda County
My Comm. Expires Jun 18, 2013

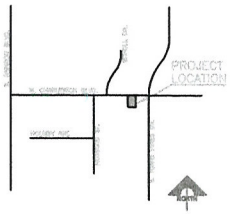
FOR DEPARTMENT USE ONLY

Case #	SUP-42657
Meeting Date:	9/13/11 PC
Total Fee:	$1,030
Date Received:*	7/28/11
Received By:	

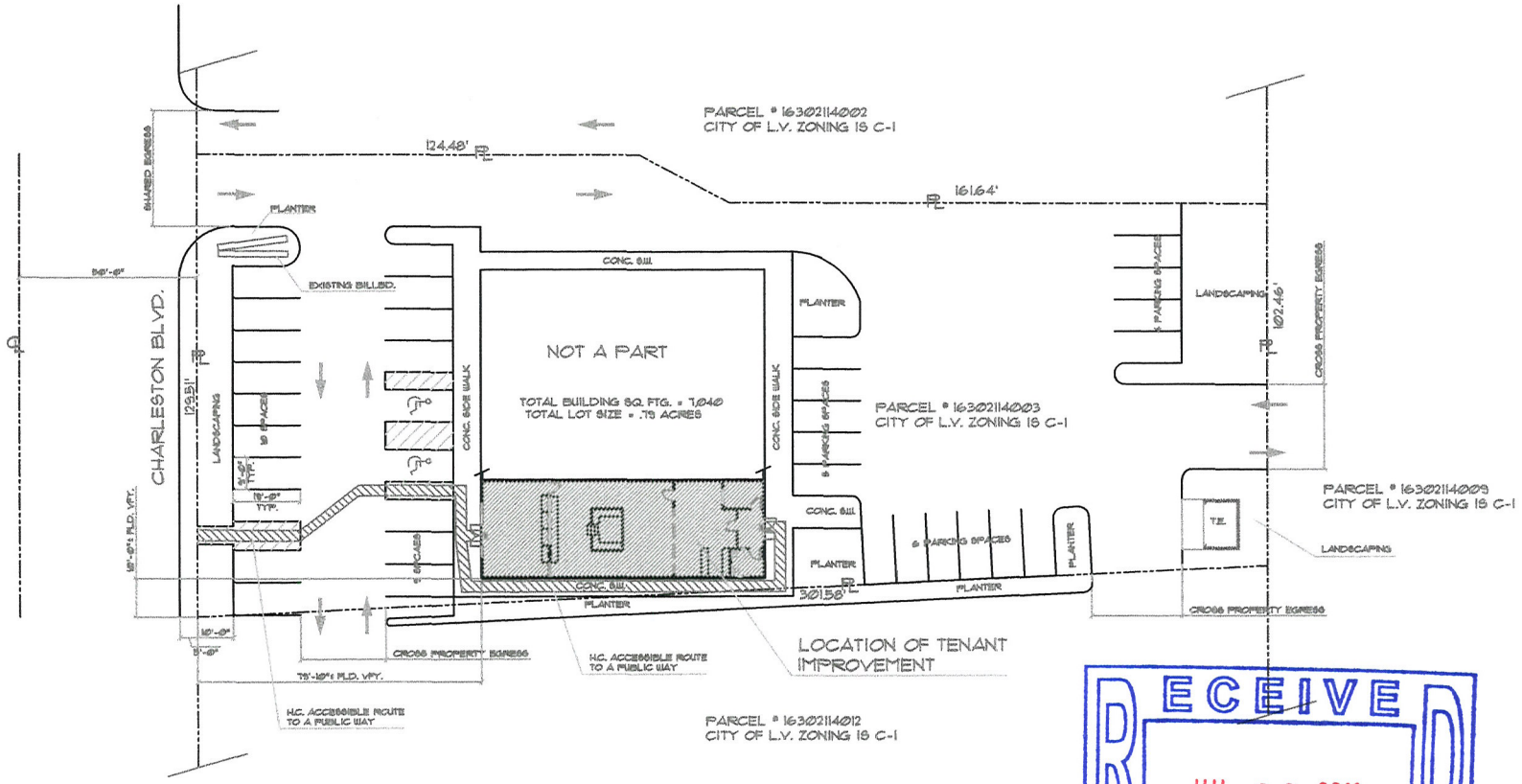
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for conformance with applicable sections of the Zoning Ordinance.

f:\dcp\Application Packet\Application Form.pdf

RECEIVED
JUL 28 2011
City of Las Vegs
Department of Planning



VINCINITY MAP



PARKING REQUIREMENTS
PER CITY OF LAS VEGAS

OFFICE USE IS 1 PER 200 S.F UP TO 2,000 S.F. PLUS 1 SPACE FOR EA. ADD. 175 S.F.
TOTAL T.I. SPACE = 2,108 S.F.
TOTAL REQUIRED SPACES = 11 SPACES INCL. (1) H.C. SPACE
TOTAL PARKING SPACES PROVIDED = 11 INCL. (1) H.C. SPACE

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SUP-42657

NORTH

A SITE PLAN

A-1

TENANT IMPROVEMENT AT
6433 W. CHARLESTON BLVD.
LAS VEGAS, NV.

SITE PLAN

A-1

WALL LEGEND

EXISTING WALLS TO REMAIN

NEW 2x6 DPL-S STUDS @ 16" O.C. (N.O.) W/ BAT TYPE "X" GYPSUM, BOTH SIDES NOTE: USE 1/4" BULLET RESISTANT WALL BD. BY "SECURE ALL" UL-752 LEVEL 3 OR EQ. BELOW COUNTER TOP AND FOR THE 1ST 3'-6" ABV. SERVICE WINDOW- SEE WALL SECTION 2 INT. A-4

GENERAL NOTES

1. ALL WORK, MATERIAL, METHODS, ETC. SHALL CONFORM TO APPLICABLE CODES OR ORDINANCES.
2. THE CONTRACTOR TO VISIT SITE AND VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE BUILDING OWNER.
3. THE CONTRACTOR IS TO CLEAN, PATCH AND REPAIR AS REQ. ANY SURFACES DAMAGED BY THE DEMO. OR BY ALTERATION OF SURFACES.
4. THE CONTRACTOR SHALL FIELD VERIFY ALL WRITTEN DIMENSIONS. NOTIFY, THE DESIGNER IF ANY DISCREPANCIES ARE FOUND.
5. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING THE EXISTING FINISHES.
6. NEW PAINT ON ALL INTERIOR WALLS AS PER OWNER

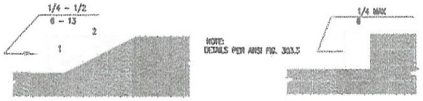
DOOR SCHEDULE

#	WIDTH	HEIGHT	CORE	TYPE	FRAME	REMARKS	LOCK	NOTES
1	3'-0"	8'-0"	WD.	S.C. MTL.	TIMELY MTL./BLACK	N/A	QUADBOLT	1,2,3

1 PROVIDE ACCESSIBLE DOOR THRESHOLDS AS PER I.B.C. 1008.1.8

2 PROVIDE PUSH/PULL OR LEVER HARDWARE PER ANSI 404.2.6 STANDARDS. 34" MIN AND 48" MAX. ABV. FLOOR

3 AT DOORWAYS FLOOR SURFACES TO CONFORM TO ANSI 404.2.3.5 AND 404.2.9



1 THRESHOLDETAILS
FILED SCALED NTS

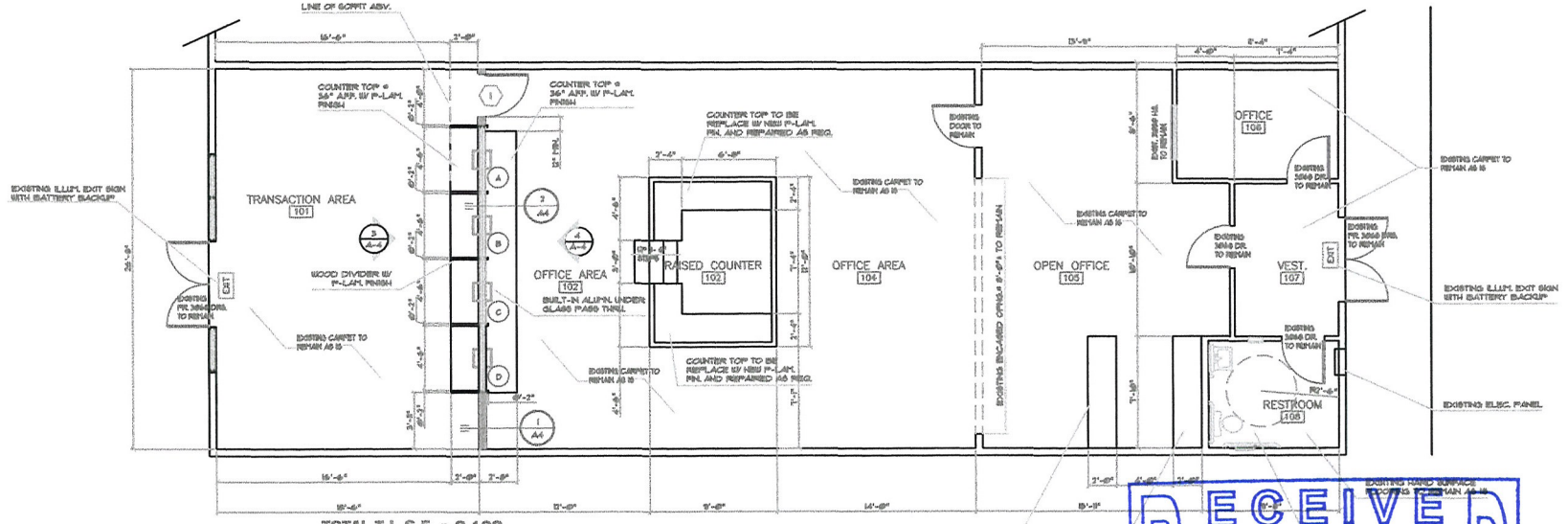
WINDOW SCHEDULE

#	WIDTH	HEIGHT	GLZ'G	FRAME	COLOR	REMARKS
A	4'-6"	4'-0"	1" BULLET PROOF	ALUMN. S.S.	CLEAR	U.L. RATED UL-752
B	4'-6"	4'-0"	1" BULLET PROOF	ALUMN. S.S.	CLEAR	U.L. RATED UL-752
C	4'-6"	4'-0"	1" BULLET PROOF	ALUMN. S.S.	CLEAR	U.L. RATED UL-752
D	4'-6"	4'-0"	1" BULLET PROOF	ALUMN. S.S.	CLEAR	U.L. RATED UL-752

GENERAL NOTES

#1– THE CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION OF WINDOW SYSTEMS

#2– THE WINDOWS AND GLZD. DOORS SHALL CONFORM TO I.B.C. SECTION 1714.5.1 STANDARDS



TOTAL T.I. S.F. = 2,108

OCCUPANCY CALULATION

PER I.B.C. TABLE 1004.1 CURRENT EDITION

BUSINESS USE IS 1 OCCUPANT PER 100 S.F. @ 2,108 S.F. = 22 OCCUPANTS

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NORTH

A FLOOR PLAN

SCALE-1/4"=1'-0"

A-2

TENANT IMPROVEMENT AT
6433 W. CHARLESTON BLVD.
LAS VEGAS, NV.

FLOOR PLAN

REVISION

A-2



SUP-42657 - APPLICANT: FAST CASH TITLE LOAN - OWNER: ANDREA J AND SUSAN RUSSO
6433 WEST CHARLESTON BOULEVARD

08/04/11



SUP-42657 - APPLICANT: FAST CASH TITLE LOAN - OWNER: ANDREA J AND SUSAN RUSSO
6433 WEST CHARLESTON BOULEVARD

08/04/11


d text.
No contract.
metroPCS
Payday Loans
Checks Cashed
AVILABLE
(702)363-7600
RECEIVED
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City of Las Vegs
Department of Planning
SUP-42657
Google
To report an inappropriate image, exit and click the photo icon.


West Charleston Boulevard
Exit Street
roPCS
Payday Loans
Checks Cashed
VILABLE
02263-7600
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City of Las Vegas
Department of Planning
SUP-42657
© 2011 Google
© 2011 Europa Technologies
© 2011 Google
36°09'29.46" N 115°14'09.58" W elev 2353 ft
Eye alt 2360

GOODMAN LAW GROUP
A PROFESSIONAL CORPORATION
520 South Fourth Street
Las Vegas, Nevada 89101-6593

July 27, 2011

Via Hand Delivery

City of Las Vegas
Planning & Development
333 N. Rancho Drive
Las Vegas, Nevada 89106

Re: Application for Special Use Permit to Allow
Check Cashing/Deferred Deposit/High Interest/Title Loans Applications

Dear Sir/Madame:

Please be advised that the Goodman Law Group has been retained to represent MHD Nevada Holdings, LLC, d/b/a Fast Cash Title Loans ("Fast Cash Title Loans") in connection with its request for a Special Use Permit to service auto title loans.

Fast Cash Title Loans entered into a Lease Agreement regarding property located at 6433 W. Charleston Boulevard, Las Vegas, Nevada commencing August 1, 2011. It is our understanding that the property is zoned C-1 and the previous tenant, Payday Loans & Checks Cashed, was already approved for a Special Use Permit to conduct business as a Financial Institution, Specified; however, Fast Cash Title Loans will also be servicing auto title loans requiring a separate Special Use Permit before it can obtain its business license.

The location meets all of the conditional use regulations and minimum Special Use Permit requirements except that the facility is not within 200 feet from a parcel used or zoned for residential use and there is another financial institution within 1000 feet. The hours of operation will be between 9 a.m. to approximately 5:00 p.m. Monday through Saturday and closed on Sunday. The leased area is approximately 2,159 square feet. There will be two employees working at a time. There will be no banners, inflated devises, streamers, portable signs, etc. The exterior of the property will not be altered but for the sign reflecting the name of the business. Although there will be no flashing lights, a small neon "Open" sign may be placed in the window.

A waiver is requested to allow a zero foot separation from residential zoned property, the Lantana Apartment Homes. Although Fast Cash Title Loans will be located within a commercial subdivision bordered by residential property on the west and south sides, its suite is on the north end of the subdivision and surrounded by other buildings separating it from the residential property. On the west, there is a car wash and a café between the residential property and the suite where Fast Cash Title Loans will be doing business. Additionally, from the south, there is a nursing home separating Fast Cash Title Loans from the residential property. The suite is approximately 315 feet away from the Lantana Apartment Homes when measured from the southern parcel line and approximately 290 feet away from the residential property when measured from the western parcel line. Furthermore, the anticipated hours of operation are not extreme and will not generate more traffic than what already exists in the area.

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City of Las Vegs
Department of Planning

SUP-42657

A waiver of separation is also requested to allow approximately 680 feet between Fast Cash Title Loans and the financial services offered within the Walmart Neighborhood Market Store ("Walmart") located at 6310 West Charleston Boulevard. Walmart's primary source of business is retail services; however, it also accommodates its customers by offering money gram/check cashing services. Walmart does not offer auto title loan or deferred deposit services. Furthermore, the previous tenant, Payday Loans & Checks Cashed, was granted check cashing privileges despite being located closer than 1000 feet from another specified financial institution. Granting this request for a waiver will not adversely affect Walmart's business or result in an appearance of a proliferation of lending institutions.

A waiver of the parking condition is also requested given that the on-site parking requirements were different than the current codes when the commercial subdivision was originally built. Fast Cash Title Loans will be leasing a suite that is 2,159 square feet requiring it to have access to approximately 9 parking spaces. The building next store to Fast Cash Title Loans, 6431 West Charleston Boulevard, houses Metro PC and a vacant suite, both classified as retail use requiring an additional 27 parking spaces classifying this property as a parking impaired development. However, again the previous tenant was granted a special use permit allowing them to conduct business as a financial institution which carries the same on-site parking requirement of 1 space for each 250 square feet of gross floor area. Allowing Fast Cash Title Loans permission to service auto title loans will not significantly increase the volume of customers resulting in ongoing parking issues. Furthermore, one of the suites located at 6431 West Charleston is currently vacant and it is unknown what type of business, if any, will take possession of the property. Although the current code suggests thirty-six (36) parking spaces and there are only thirty–four (34), the parking needs for this site have never been excessive and the parking lots within this commercial subdivision were designed to accommodate intense commercial uses.

Fast Cash Title Loans will be located near an established and well populated intersection around other businesses including a thrift shop, restaurants (Internet Café, Jack-in-the-Box, McDonald's), car wash, pharmacy, gas stations and a large college campus. The request for the Special Use Permit allowing the service of auto title loans will not increase the concentration of people in the area or impact the residential property. Accordingly, we request that the above-referenced waivers be granted and the Special Use Permit be approved allowing Fast Cash Title Loans to proceed in obtaining its business license.

Thank you for your consideration and please do not hesitate to contact my office should you have any questions regarding the foregoing matter.

Very truly yours,

GOODMAN LAW GROUP

Ross C. Goodman, Esq.

RCG/mag

Enc.

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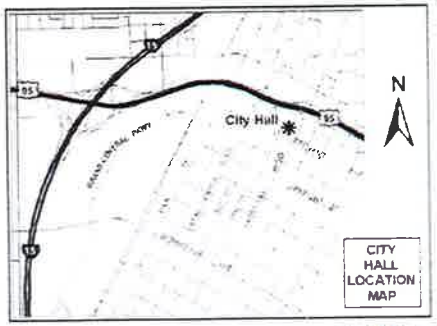
JUL 28 2011
SUP-42657
City of Las Vegs
Department of Planning

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42657

Planning Commission Meeting of 9/13/2011

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

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SEP - 7 2011

Case: SUP-42657
16302111004
HU HUI YING
6713 W CHARLESTON BLVD #2
LAS VEGAS NV 89146-9220

56 HRDFN11 89146

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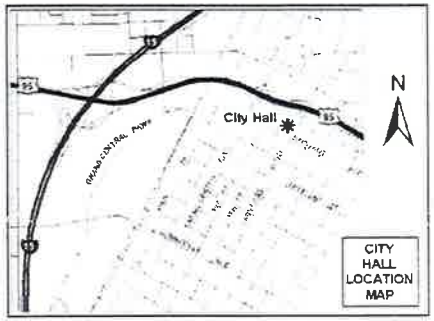
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-42657

Planning Commission Meeting of 9/13/2011

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RECEIVED
SEP 2011
PLANNING & DEVELOPMENT

Case: SUP-42657
16302114003
RUSSO ANDREA J & SUSAN R
441 MARES CT
PLEASANTON CA 94566-9506 94566-9506

93 HRDFN11 94566

25A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42657

Planning Commission Meeting of 9/13/2011

PRESORTED FIRST CLASS

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SEP - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42657

16302114010
FELDMAN ROBERT L
%SAMSON EQUITIES CORP
800 N RAINBOW BLVD #208
LAS VEGAS NV 89107-1193 89107-1193

25 NRDPN11 89107

254

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

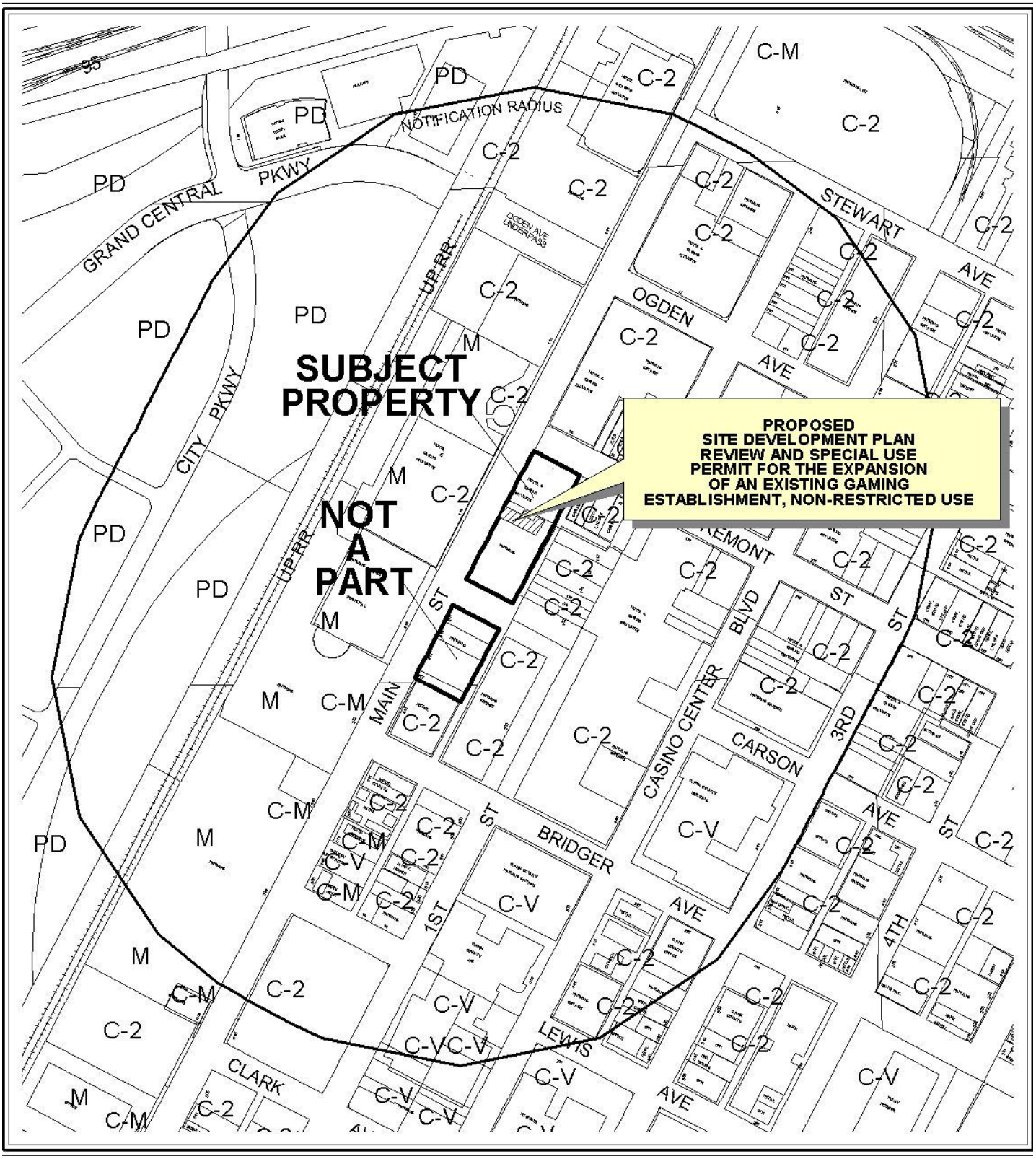
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42675 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GOLDEN GATE CASINO, LLC - OWNER: SAL SAGEV HOTEL CO. INC. - For possible action on a request for a Special Use Permit FOR A PROPOSED 4,671 SQUARE-FOOT EXPANSION OF AN EXISTING 11,548 SQUARE-FOOT GAMING ESTABLISHMENT, NON-RESTRICTED USE at 1 Fremont Street (APN 139-34-111-034), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - SUP-42675 and SDR-42674
2. Conditions and Staff Report - SUP-42675 and SDR-42674
3. Supporting Documentation
4. Photos - SUP-42675 and SDR-42674
5. Justification Letter - SUP-42675 and SDR-42674



CASE: **SUP-42675**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **SUP-42675**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: GOLDEN GATE CASINO, LLC - OWNER: SAL SAGEV HOTEL CO. INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42675	Staff recommends APPROVAL, subject to conditions:	
SDR-42674	Staff recommends APPROVAL, subject to conditions:	SUP-42675

** CONDITIONS **

SUP-42675 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Gaming Establishment, Non-restricted use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-42674) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

SDR-42674 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 08/24/11, except as amended by conditions herein.

3. A Waiver from the Downtown Centennial Plan is hereby approved, to allow a parking lot screening fence to be constructed of concrete block along the east perimeter where ornamental iron is required.

4. A Waiver from the Downtown Centennial Plan is hereby approved, to allow the Main Street streetscape to have a 12-foot wide sidewalk and no amenity zone or shade trees where a 10-foot sidewalk and a five-foot amenity zone with 36" box shade trees are required.

5. A Waiver from the Downtown Centennial Plan is hereby approved, to allow the Carson Avenue streetscape to have a 9-foot, 10-inch wide sidewalk and no amenity zone or shade trees where a 10-foot sidewalk, five foot amenity zone and 36" box shade trees are required.

6. Any proposed signage must be reviewed and approved by the Downtown Design Review Committee and/or the Fremont Street Experience, as required by Title 19.13 and 19.10. No Off-Premise signage is permitted unless subsequently approved via a Special Use Permit.

7. A valet must be on duty and on site at all times.

8. 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 08/24/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

9. Prior to occupancy of the new addition, 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.

10. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

11. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

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. 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).

14. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

15. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.08.040.

16. 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. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

17. 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.

18. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

19. Dedicate a 10-foot radius on both the northeast and the southeast corners of Main Street and Carson Avenue adjacent to this site prior to the issuance of any off-site permits as required by Title 13.12.

20. The proposed new driveway accessing this site from Main Street as shown on the approved site plan is hereby approved as a deviation from standards. Any further deviations, if any, to width, ingress/egress radii, or throat depth will require separate approval from the City Engineer. All other existing "pan" style driveways accessing this site may remain.

21. Landscape and maintain all unimproved rights-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

22. An encroachment for the existing and proposed awnings and landscaping, if any, in the public right-of-way as shown on the approved site plan is hereby approved and staff is directed to process an encroachment application that is in conformance with this approved site plan. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

23. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting approval of a 24,603 square-foot addition to an existing 71,156 square-foot hotel/casino and improvements to two existing surface parking lots. The proposed uses are permitted and in conformance with the General Plan and the C-2 (General Commercial) zoning district. The site consists of the existing Golden Gate Hotel and Casino and a valet parking lot north of Carson Avenue, and a surface parking lot to the south. The addition is located at the rear of the existing structure, adjacent to the valet lot, and includes 4,267 square feet of casino floor area, 19 hotel suites as well as additional lobby, restaurant and service areas. The proposed addition and parking lots are in substantial compliance with the requirements of the Downtown Centennial Plan and title 19, with the exception of requested waivers, which are supported by staff. Staff recommends approval with conditions. If denied, the addition and parking lot improvements could not be completed.

ISSUES

- A Special Use Permit is required for the expansion of the Gaming Establishment, Non-Restricted use. There was no previous entitlement for this use of the site.
- A Waiver is required of the Downtown Centennial Plan standard parking lot screening fence along the alley at the east perimeter. Staff supports the request as the wall will be located adjacent to the alley to provide screening.
- A Waiver is required of the Downtown Centennial Plan North/South standard streetscape requirements for Main Street. Staff supports the request as there are future plans for streetscape improvements to the Main Street corridor as a whole.
- A Waiver is required of the Downtown Centennial Plan East/West standard streetscape requirements for Carson Avenue. Staff supports the request as the street is less than one block in length, and ends at an alley.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a request for rezoning (Z-0100-64) as part of a larger request from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial), and C-V (Civic), to C-2 (General Commercial) on 230 acres on property bounded by Main Street to the west, Bonanza Road to the north, Las Vegas Boulevard to the east, and Charleston Boulevard to the south. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/13/11	The Planning Commission voted (7-0) to recommend APPROVAL of companion items SUP-42675 and SDR-42674 (PC Agenda Items 26-27/yk).

Most Recent Change of Ownership	
03/11/58	A deed was recorded for a change in ownership for 139-34-111-034.
03/10/11	A deed was recorded for a change in ownership for 139-34-111-045.
03/10/11	A deed was recorded for a change in ownership for 139-34-111-046.
08/23/72	A deed was recorded for a change in ownership for 139-34-111-047.
09/01/92	A deed was recorded for a change in ownership for 139-34-111-048.

Related Building Permits/Business Licenses	
10/21/97	A Business License (C30-00981-8-000598) was issued for a Sports Book. The license is active.
11/15/07	A Business License (C30-00076-8-000065) was issued for Slots. The license is active.
03/27/08	A Business License (C05-00242-B-000065) was issued for Retail Tobacco Sales. The license is active.
03/28/08	A Business License (H05-00026-3-000065) was issued for a Hotel. The license is active.
03/28/08	A Business License (P02-00034-5-003395) was issued for a Parking Lot. The license is active.
04/03/08	A Business License (G08-00013-4-000065) was issued for Non-Restricted Gaming. The license is active.
07/14/09	A Building Permit (#143289) was issued for a tenant improvement for a Certificate of Occupation addition. The permit was finalized on 09/22/09.
09/10/09	A Building Permit (#147069) was issued for a tenant improvement for a Chiller System upgrade. The permit was finalized on 05/07/10.
04/20/10	A Building Permit (#158668) was issued for a tenant improvement for an Electrical upgrade. The permit was finalized on 01/10/11.
05/08/11	A Business License (M06-03206-4-000065) was issued for Front Desk Sales. The license is active.

Pre-Application Meeting	
07/14/11	Staff reviewed the requirements for a Site Development Plan Review and a Special Use Permit for the expansion of the Golden Gate Hotel/Casino. It was noted that the proposed media screen would only be used for on-site advertising. An Encroachment Agreement from Public Works is required for any feature that extends into or over the rights-of-way. Waivers will be required for the DCP Streetscape requirements along Main Street and Carson Avenue. Driveways shall be right in and right out along Main Street as a raised median will be installed. A joint access agreement for all parcels will be required. Sprinklers are required for the new areas including the valet canopy area.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/04/11	Staff conducted a field check of the site and found an active hotel/casino in operation. The parking lots were clean and well maintained.

Details of Application Request	
Site Area	
Net Acres	2.4

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Properties	Hotel/Gaming Establishment, Non-restricted Parking Lot	C (Commercial)	C-2 (General Commercial)
North	Hotel/Gaming Establishment, Non-restricted	C (Commercial)	C-2 (General Commercial)
South	General Retail Store, Other Than Listed (Less than 3500 Square Feet)	C (Commercial)	C-2 (General Commercial)
East	Hotel/Gaming Establishment, Non-restricted	C (Commercial)	C-2 (General Commercial)
West	Hotel/Gaming Establishment, Non-restricted	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Downtown Centennial Plan		X	N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		N/A
A-O (Airport Overlay) District 200 Feet	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District		X	N/A
Trails (Tortoise)	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Fremont Street	Secondary Collector	Master Plan of Streets and Highways	80	Y
Main Street	Primary Arterial	Master Plan of Streets and Highways	100	Y
Carson Avenue	N/A	N/A	80	Y

Streetscape Standards	***Required***	***Provided***	***Compliance***
Downtown Centennial Plan (Main Street)	A 5-foot wide amenity zone with 36-inch box shade trees at 15 to 20 feet intervals from back of curb adjoining a 10-foot wide sidewalk.	To allow a 12-foot wide sidewalk with no amenity zone or shade trees.	N
Downtown Centennial Plan (Carson Avenue)	A 5-foot wide amenity zone with 36-inch box shade trees at 15 to 20 feet intervals from back of curb adjoining a 10-foot wide sidewalk.	To allow a 9'-10" wide sidewalk with no amenity zone or shade trees.	N

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Gaming Establishment Non-restricted	26,336 SF	1 space per 90 SF of Gross Floor Area	293				
Hotel	123 Rooms	1 space per room	123				
TOTAL SPACES REQUIRED			416		139		N
Regular and Handicap Spaces Required			407	9	132	7	N
Loading Spaces	100,054 SF	3 spaces for first 50,000 SF than 1 for each additional 50,000 SF or part of.	5		0		N

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

Waivers		
Requirement	***Request***	***Staff Recommendation***
All parking lots shall have a 42-inch tall wrought iron screening fence with a black forest green paint finish.	To allow a 6'-8" tall CMU-2 block wall along the east perimeter.	Approval
To provide a 5-foot wide amenity zone with 36-inch box shade trees at 15 to 20 feet intervals from back of curb adjoining a 10-foot wide sidewalk along Main Street.	To allow a 12-foot wide sidewalk with no amenity zone or shade trees along Main Street.	Approval

YK

Waivers		
Requirement	***Request***	***Staff Recommendation***
To allow a 5-foot wide amenity zone with 36-inch box shade trees at 15 to 20 feet intervals from back of curb adjoining a 10-foot wide sidewalk along Carson Avenue.	To allow a 9'-10" wide sidewalk with no amenity zone or shade trees along Carson Avenue.	Approval

ANALYSIS

Submitted plans depicted a 28,902 square-foot addition, but revised plans were submitted which removed a basement under the new portion of the building, resulting in a 24,603 square-foot addition, with no basement. This new floor area is spread over five stories and has been altered slightly resulting in reduced square footage on each floor. A total of 4,267 square feet is located on the first floor where the gaming area is located. This reflects a 404 square-foot reduction from what was advertised for the Special Use Permit. The expanded first floor also includes additional lounge seating, new restrooms and a lobby check-in area. The second floor addition includes three new hotel rooms and an expanded office area. The remaining addition consists of new hotel suites on Floors 3, 4 and 5.

The elevation of the addition is designed to blend seamlessly with the original structure. A large valet area under a new 14-foot tall canopy will be located on the south side of the building. A portion of this canopy extends three feet over the Main Street right-of-way and requires an encroachment agreement with the city. Staff supports the requested encroachment, since existing canopies on the building extend over five feet into the right-of-way and they do not pose a hazard to the general public.

The site is parking impaired, but since it is located within the Downtown Centennial Plan Overlay, Title 19 parking standards are not automatically applied. There is ample parking nearby and close access to mass transit to meet the needs of the project. The applicant is also proposing 34 tandem parking spaces in the valet parking lot. Title 19.08 permits tandem parking, but requires a valet attendant to be on duty at all times during business hours. Since this is a 24-hour business, a condition has been added to require a valet be on duty and on site at all times.

Waivers of the Downtown Centennial Plan Streetscape Standards are requested for both Main Street and Carson Avenue. Staff supports these requests. Main Street is scheduled for future streetscape improvements along the entire corridor by the city and Carson Avenue performs more like a private drive then a public street since it dead ends into the Golden Nugget driveway just to the east of the Golden Gate property. The location of all the required shade trees along the perimeter of the parking lots will also reduce the impact the waivers will have on the area.

A Waiver is also requested for the fence along the east perimeter adjacent to the alley. The applicant prefers to install a block wall instead of the required green wrought iron fence along the alley for security purposes and to completely screen the alley from their property. Staff supports this request. The standard Downtown Centennial Plan parking lot fence will be installed along both sides of Carson Avenue and along Main Street, as well as along the south perimeter of the parking lot.

This proposal supports the Las Vegas 2020 General Plan Re-urbanization Goal 1, which states: "The Downtown area will emerge as the preeminent hub of business, residential, government, tourism and gaming activities in the City of Las Vegas and as a major hub in the Las Vegas Valley." The proposal also directly supports Policy 1.2.4, which states: "That the City promotes facade enhancements and other amenities through the use of improvement districts and other means." The project is located in the Central Casino Core District, which was established to promote the classic and historic casinos of Glitter Gultch; this project furthers this goal.

FINDINGS (SUP-42675)

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 expansion of the casino floor is within the Gaming Enterprise Overlay District and is a key component of the Fremont Street Experience. The Downtown Centennial Plan designates this area as within the Central Casino Core District and thus will continue to be a compatible use for the foreseeable future.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed project is in the heart of the Fremont Street Experience and complements the surrounding hotel/casinos. It has access from several public rights-of-way and is separated from adjacent properties.

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.**

   Carson Avenue will be the principal access point for the addition, with secondary access available via the public alley and Main Street. The expansion includes a new valet parking lot with 139 parking spaces. The site also has excellent access to public transportation, which will assist in reducing the number of vehicle trips generated by the development.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit is consistent with the General Plan, and will not compromise public health, safety, or welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The expanded use meets all minimum requirements for a Gaming Establishment, Non-restricted use.

FINDINGS (SDR-42674)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The expansion area is compatible with the existing hotel, casino and parking facilities on adjacent parcels.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is generally consistent with the Downtown Centennial Plan, Title 19 and the General Plan for this area, with the exception of requested waivers, which are supported by staff.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is from two driveways on Carson Avenue and one from Main Street. Parking will be assisted by valet. Circulation to and from the site will not negatively impact the adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials will be of comparable design and color as the existing adjacent buildings and are therefore appropriate for the area. Landscape materials are compliant with Downtown Centennial Plan requirements.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed expansion creates an orderly environment in keeping with the design theme of the existing hotel and casino.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed expansion is subject to regular building inspections and therefore should not compromise the public health, safety or welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 91 (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42675** APN: 139-34-111-047

Name of Property Owner: Zahn Elizabeth Trust

Name of Applicant: Golden Gate Casino, LLC

Name of Representative: Gensler of Nevada

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: William E Vontobel

Print Name: William E Vontobel

Subscribed and sworn before me

This 12th day of August, 2011

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42675** APN: 139-34-111-048

Name of Property Owner: Brandenburg Marcus TRS ETAL

Name of Applicant: Golden Gate Casmo, LLC

Name of Representative: Gensler of Nevada

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: Mark Brandenburg

Print Name: Marcus (mark) Brandenburg

Subscribed and sworn before me

This 15th day of August, 2011

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42675** APN: 139-34-111-034

Name of Property Owner: Sal Sagev Hotel Co Inc

Name of Applicant: Golden Gate Casino, LLC

Name of Representative: Gensler of Nevada

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: CAROLYN REYNOLDS

Subscribed and sworn before me

This 16 day of August, 2011

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42675** APN: 139-34-111-045/046

Name of Property Owner: Desert Rock / Golden Gate LLC

Name of Applicant: Golden Gate Casino, LLC

Name of Representative: Gensler of Nevada

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: Derek J. Stevens

Subscribed and sworn before me

This 15th day of August, 2011

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) Northeast corner of Main Street & Carson Avenue

Project Name Golden Gate Hotel & Casino Renovation **Proposed Use** Hotel & Casino

Assessor's Parcel #(s) 139-34-111-034 **Ward #** 3

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage 100,058 **Floor Area Ratio** 1.79

Gross Acres 1.29 **Lots/Units** 16 **Density** 96

Additional Information N/A

PROPERTY OWNER Sal Sagev Hotel Co., Inc. **Contact** Carolyn Reynolds

Address c/o 1 Fremont Street **Phone:** 7022479278 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address

APPLICANT Golden Gate Casino, LLC **Contact** Greg Stevens

Address 1 Fremont Street **Phone:** 7023851906 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address gstevens@goldengatecasino.com

REPRESENTATIVE Gensler of Nevada **Contact** Alice O'Keefe

Address 3883 Howard Hughes Pkwy, Ste 650 **Phone:** 7028933817 **Fax:**

City Las Vegas **State** NV **Zip** 89169

E-mail Address alice_okeefe@gensler.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 Carolyn Reynolds

Subscribed and sworn before me

This 16 day of August, 2011.

[signature] Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-42675
Meeting Date:	9/13/11
Total Fee:	$1030
Date Received:*	7/28/11
Received By:	Romeo

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) SOUTHEAST CORNER OF MAIN STREET & CARSON

Project Name GOLDEN GATE CASINO SELF PARKING LOT **Proposed Use** PARKING

Assessor's Parcel #(s) 139-34-111-045/046 **Ward #** 3

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.73 **Lots/Units** 4 **Density** N/A

Additional Information

PROPERTY OWNER DESERT ROCK/GOLDEN GATE LLC **Contact** DEREK STEVENS

Address 1 Fremont Street **Phone:** (702) 385-1906 **Fax:**

City LAS VEGAS **State** NV **Zip** 89101

E-mail Address exec@goldengatecasino.com

APPLICANT Golden Gate Casino, LLC **Contact** Greg Stevens

Address 1 Fremont Street **Phone:** (702) 385-1906 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address gstevens@goldengatecasino.com

REPRESENTATIVE Gensler of Nevada **Contact** Alice O'Keefe

Address 3883 Howard Hughes Pkwy. Ste. 650 **Phone:** (702) 893-2817 **Fax:** (702) 893-2805

City Las Vegas **State** NV **Zip** 89169

E-mail Address alice_okeefe@gensler.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 Derek J. Stevens

Subscribed and sworn before me

This 15th day of August, 2011.

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

FOR DEPARTMENT USE ONLY

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) SOUTHEAST CORNER OF MAIN STREET & CARSON

Project Name GOLDEN GATE CASINO SELF PARKING LOT **Proposed Use** PARKING

Assessor's Parcel #(s) 139-34-111-047 **Ward #** 3

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.73 **Lots/Units** 4 **Density** N/A

Additional Information

PROPERTY OWNER ZAHN ELIZABETH TRUST **Contact**

Address 1912 S. Maryland Pkwy **Phone:** (702) 733-7144 **Fax:**

City Las Vegas **State** NV **Zip** 89104

E-mail Address vontobel77@aol.com

APPLICANT Golden Gate Casino, LLC **Contact** Greg Stevens

Address 1 Fremont Street **Phone:** (702) 385-1906 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address gstevens@goldengatecasino.com

REPRESENTATIVE Gensler of Nevada **Contact** Alice O'Keefe

Address 3883 Howard Hughes Pkwy. Ste. 650 **Phone:** (702) 893-2817 **Fax:** (702) 893-2805

City Las Vegas **State** NV **Zip** 89169

E-mail Address alice_okeefe@gensler.com

Property Owner Signature* William E Vontobel

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name William E Vontobel

Subscribed and sworn before me

This 12th day of August, 20 11.

Beverly A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

Revised 10/27/08

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) SOUTHEAST CORNER OF MAIN STREET & CARSON

Project Name GOLDEN GATE CASINO SELF PARKING LOT **Proposed Use** PARKING

Assessor's Parcel #(s) 139-34-111-048 **Ward #** 3

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.73 **Lots/Units** 4 **Density** N/A

Additional Information

PROPERTY OWNER BRANDENBURG MARCUS TRS ETAL **Contact**

Address 1 Fremont Street **Phone:** (702) 383-0505 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address mbrandenburg@goldengatecasino.com

APPLICANT Golden Gate Casino, LLC **Contact** Greg Stevens

Address 1 Fremont Street **Phone:** (702) 385-1906 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address gstevens@goldengatecasino.com

REPRESENTATIVE Gensler of Nevada **Contact** Alice O'Keefe

Address 3883 Howard Hughes Pkwy. Ste. 650 **Phone:** (702) 893-2817 **Fax:** (702) 893-2805

City Las Vegas **State** NV **Zip** 89169

E-mail Address alice_okeefe@gensler.com

Property Owner Signature* Mark Brandenburg

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Marcus (Mark) Brandenburg

Subscribed and sworn before me

This 15th day of August, 2011.

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

FOR DEPARTMENT USE ONLY

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Revised 10/27/08

Golden Gate Hotel & Casino LAS VEGAS

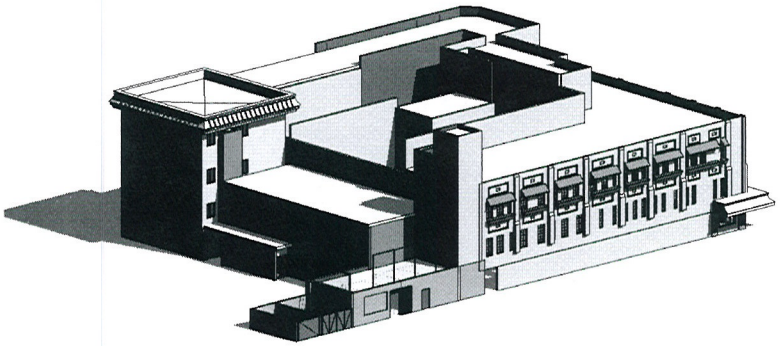
ENTITLEMENT PACKAGE

07.28.2011

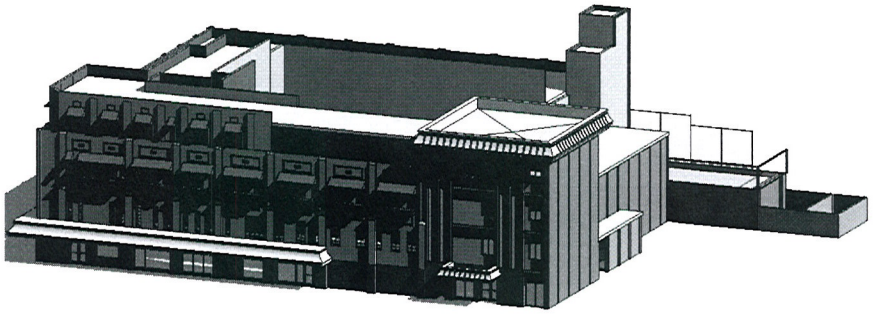
RECEIVED
AUG 24 2011
City of Las Vegas
Department of Planning

Gensler

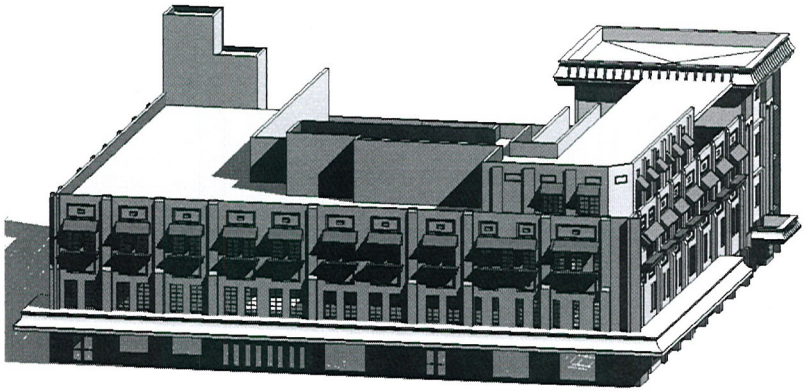
SUP-42675
SDR-42674
REVISED



SOUTHEAST CORNER



SOUTHWEST CORNER



NORTHWEST CORNER

RECEIVED
AUG 24 2011
City of Las Vegas
Department of Planning

SUP-42675
SDR-42674
REVISED

VICINITY MAP



PROJECT SITE

SITE MAP



CONSTRUCTION AREA

PARCEL #: 139-34-111-045, 046, 047, 048

JURISDICTION: CITY OF LAS VEGAS 89101

ZONING CLASSIFICATION: GENERAL COMMERCIAL DISTRICT (C-2)

SITE AREA: 1.29 ACRES

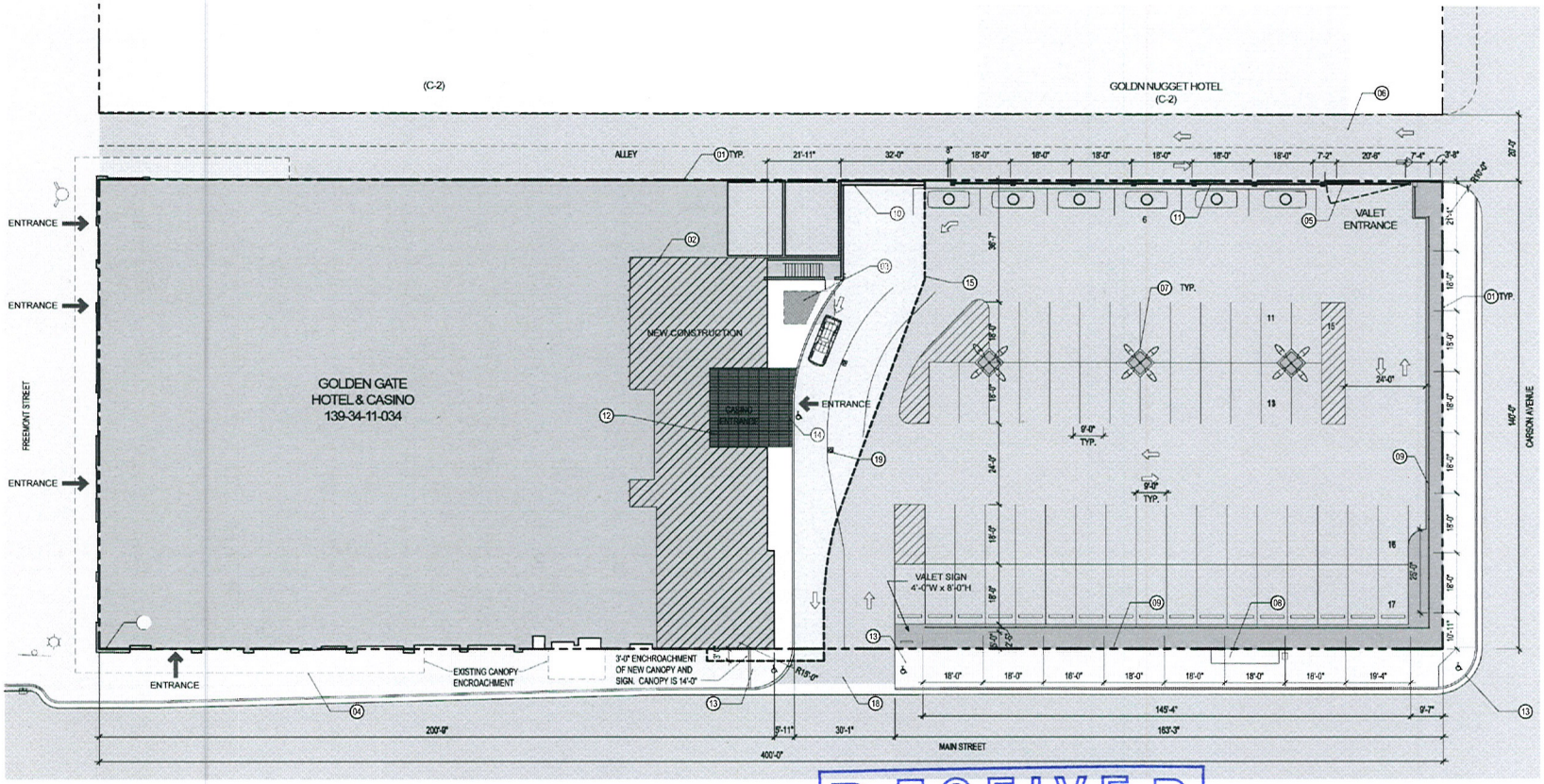
PARKING ANALYSIS:

PARKING SPACES	EXISTING	NEW
NORTH PARKING STALLS:	102	64
SOUTH PARKING STALLS:	79	72
TOTAL STALLS	181	136

PARKING CALCS:

ADA SPACE REQ'D PER TITLE 19.10: 5 PROVIDED: 6

AREA	EXISTING	NEW
CASINO	213	243
RESTAURANT/KITCHEN	29	13
RESTAURANT/SEATING	76	56
OFFICE	9	19
HOTEL	106	123
TOTAL	433	454



SHEET NOTES

01. PROPERTY LINE
02. AREA OF NEW CONSTRUCTION
03. WATER FEATURE IN PLAZA/WAITING AREA (2) ADDED PALMS AND SHRUBBERY
04. CANOPY (OVERHEAD)
05. LIFT ARM ACCESS GATE
06. RE-USE EXISTING ALLEY
07. PARKING LOT LIGHTING
08. EXISTING BUS SHELTER TO REMAIN
09. DECORATE FENCE WITH PILASTERS
10. CANOPY TURN DOWN WALL
11. 6'-10" HIGH 8" CMU DECORATIVE WALL WITH MATCHING CAP BLOCK
12. FIRED 1'-0"x3'-0" SANDSTONE WALKWAY
13. EXISTING ADA RAMP TO REMAIN
14. NEW ADA RAMP
15. NEW CANOPY 14'-0" CLEAR, SPRINKLERED
16. EXISTING TRASH RECEPTACLE TO REMAIN
17. LANDSCAPE BED, TYP.
18. EXISTING CURB CUTS AND DRIVEWAY TO REMAIN
19. STRUCTURAL COLUMNS

GROSS BUILDING SQUARE FOOTAGE CALCS:

LEVEL	EXISTING	NEW	TOTAL
B01:	9,043		9,043 SF
LEVEL 1:	23,134	4,267	27,401 SF
LEVEL 2:	17,984	4,830	22,814 SF
LEVEL 3:	15,420	4,933	20,353 SF
LEVEL 4:	5,575	4,830	10,405 SF
LEVEL 5:	N/A	5,770	5,770 SF
TOTALS	71,156	24,603	95,786 SF

OCC. LOAD: 1,610 2,044
BUILDING SF: 95,786 GROSS SQUARE FEET
PROPERTY SF: 56,000 SQUARE FEET
FLOOR TO AREA RATIO: 1.71
DENSITY: 96 DU/AC
BUILDING COVERAGE: 49.0% (NORTH LOT ONLY)

PROJECT NORTH

0 4' 8' 16' 32'

SITE PLAN - NORTH LOT

Golden Gate Hotel & Casino - ENTITLEMENT PACKAGE

Las Vegas, Nevada | July 28, 2011 |

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REVISED
SUP-42675
SDR-42674
REVISED

Gensler

PARCEL #: 139-34-111-045, 046, 047, 048

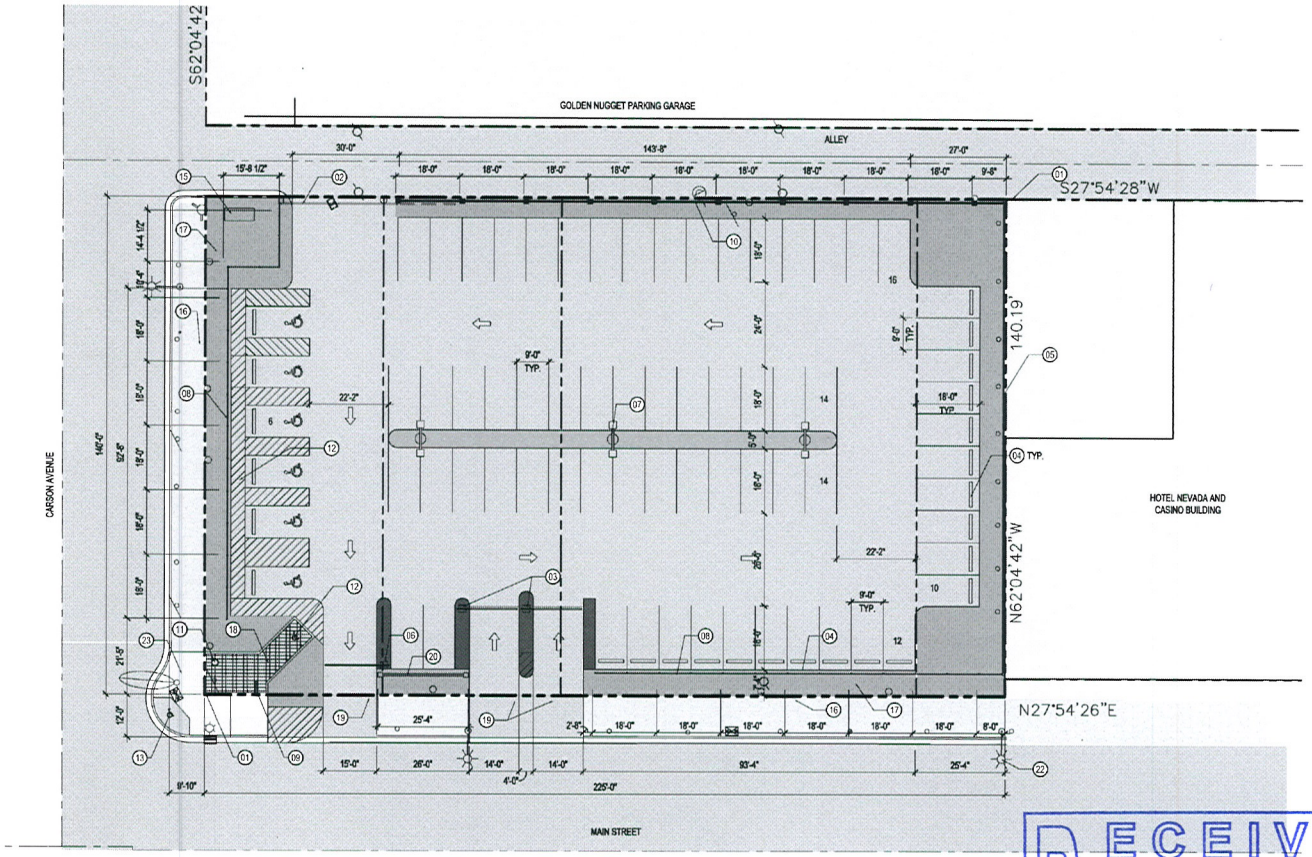
JURISDICTION: CITY OF LAS VEGAS 89101

ZONING CLASSIFICATION: GENERAL COMMERCIAL DISTRICT (C-2)

SITE AREA: .73 ACRES
PROPERTY SF: 31,500 SQUARE FEET

SHEET NOTES

01 PROPERTY LINE
02 SLIDING VALET ACCESS GATE
03 LIFT ARM ENTRY ACCESS GATE
04 WHEEL STOP TYPICAL
05 EXISTING STEEL GUARDRAIL
06 LIFT ARM EXIT GATE
07 PARKING LIGHT
08 LV DOWNTOWN CENTENNIAL PLAN PARKING LOT FENCING
09 DOUBLE SIDED 5' X 10' GOLDEN GATE PARKING SIGN
10 8" CMU DECORATIVE WALL WITH CAP. 6'-10" HIGH
11 TRASH RECEPTICAL PER LV CENTENNIAL PLAN
12 3'-0" WIDE ACCESSIBLE ROUTE
13 EXISTING ADA TO RAMP REMAIN
14 PAVERS ARE SLOPED NO GREATER THAN 1:20 FROM PARKING LOT TO SIDEWALK
15 ELECTRICAL COMMUNICATION AND DATA
16 EXISTING SIDEWALK TO REMAIN
17 LANDSCAPE BUFFER WITH LANDSCAPE UPLIGHTING
18 NEW CONCRETE PAVERS
19 EXISTING CURB CUTS AND DRIVEWAY TO REMAIN
20 CMU WALL 6'-10" HIGH WITH PARKING SIGNAGE
21 LANDSCAPE ISLAND
22 EXISTING STREET LIGHT
23 EXISTING PAVERS



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City of Las Vegas
Department of Planning

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REVISED

SITE PLAN - SOUTH LOT

Golden Gate Hotel & Casino - ENTITLEMENT PACKAGE

Gensler

PARCEL #: 139-34-111-045, 046, 047, 048

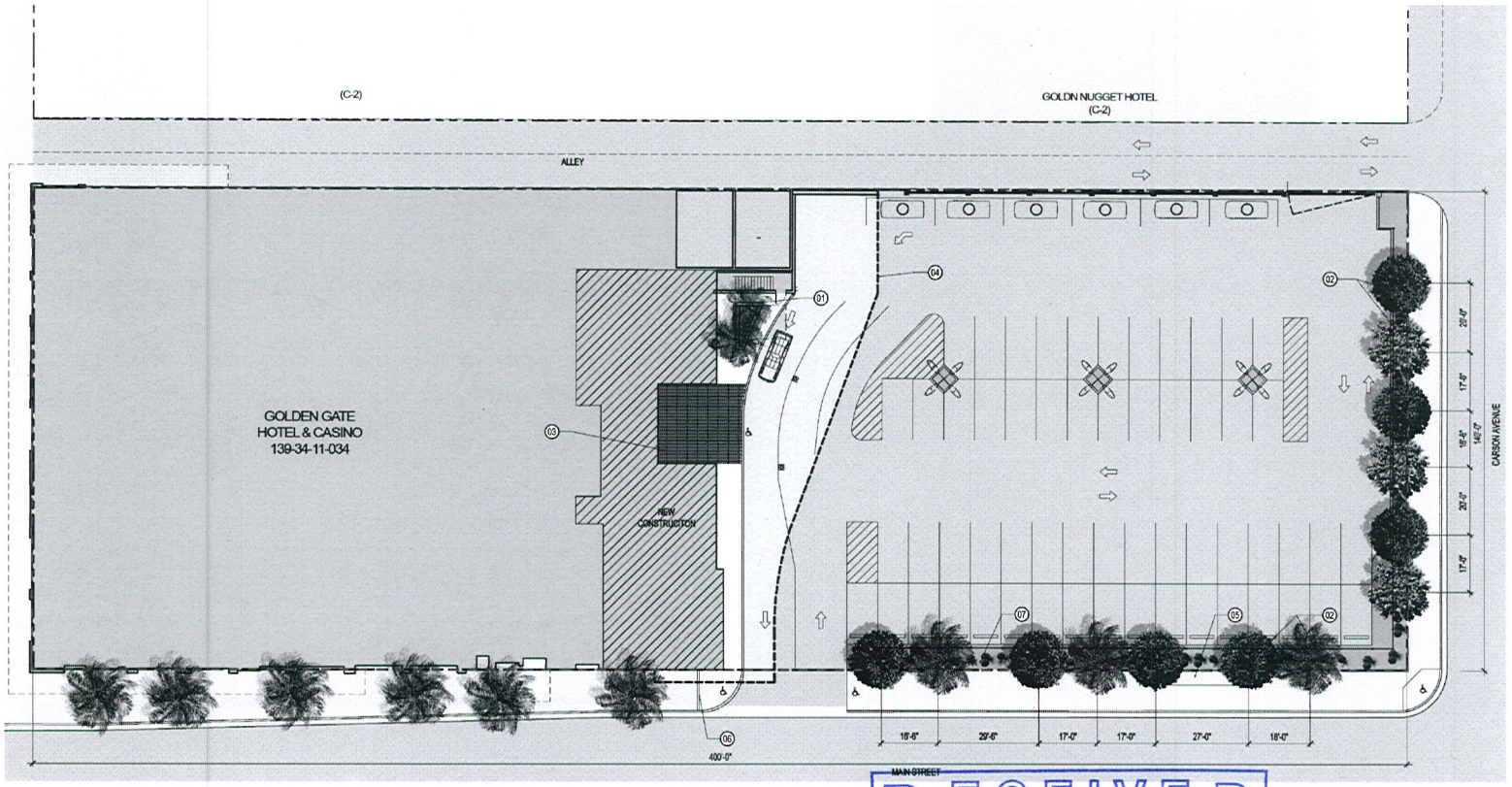
JURISDICTION: CITY OF LAS VEGAS 89101

ZONING CLASSIFICATION: GENERAL COMMERCIAL DISTRICT (C-2)

SITE AREA: 1.29 ACRES

SHEET NOTES

01. PLAZA/WAITING AREA (2) ADDED PALMS AND SHRUBBERY
02. ALL LANDSCAPING SHALL FALL WITHIN THE PROPERTY LINE. COORDINATE LANDSCAPING WITH CITY OF LAS VEGAS MAIN/COMMERCE COUPLET PROJECT/CENTENNIAL PLAN. DECOMPOSED GRANITE AT LS: PALAMIO CORAL COLOR
03. TL-1 (SANDSTONE, FIRED TEXTURE)
04. CANOPY ABOVE
05. EXISTING BUS SHELTER TO REMAIN
06. EXISTING CURB CUT
07. 5'-0" LANDSCAPE BED



NORTH LOT LANDSCAPING LEGEND

	SIZE	QTY.
DEGLET-NOOR DATE PALM (EXISTING)	36"	6
DEGLET-NOOR DATE PALM	36"	5
SOUTHERN LIVE OAK	36"	7
AFRICAN SUMAC	36"	3
VARIED SHRUB/GROUND COVER	5gal	68

PARKING ANALYSIS: SOUTH
PARKING STALLS TOTAL:64 SPACES

LANDSCAPE AREA
REQUIRED: 10 SF/SP ACE = 640 SF OF LANDSCAPE
PROVIDED: 2,191 SF OF LANDSCAPE
SHADE TREES REQUIRED: 1 PER EVERY 6 SPACES = 11
PROVIDED: 13 SHADE TREES

PROJECT NORTH

0 4' 8' 16' 32'

— — — PROPERTY LINE

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LANDSCAPING PLAN - NORTH LOT

Golden Gate Hotel & Casino - ENTITLEMENT PACKAGE

Las Vegas, Nevada | July 28, 2011 |

SUP-42675
SDR-42674
REVISED

Gensler

PARCEL #: 139-34-111-045, 046, 047, 048

JURISDICTION: CITY OF LAS VEGAS 89101

ZONING CLASSIFICATION: GENERAL COMMERCIAL DISTRICT (C-2)

SITE AREA: .73 ACRES
PROPERTY SF: 31,500 SQUARE FEET

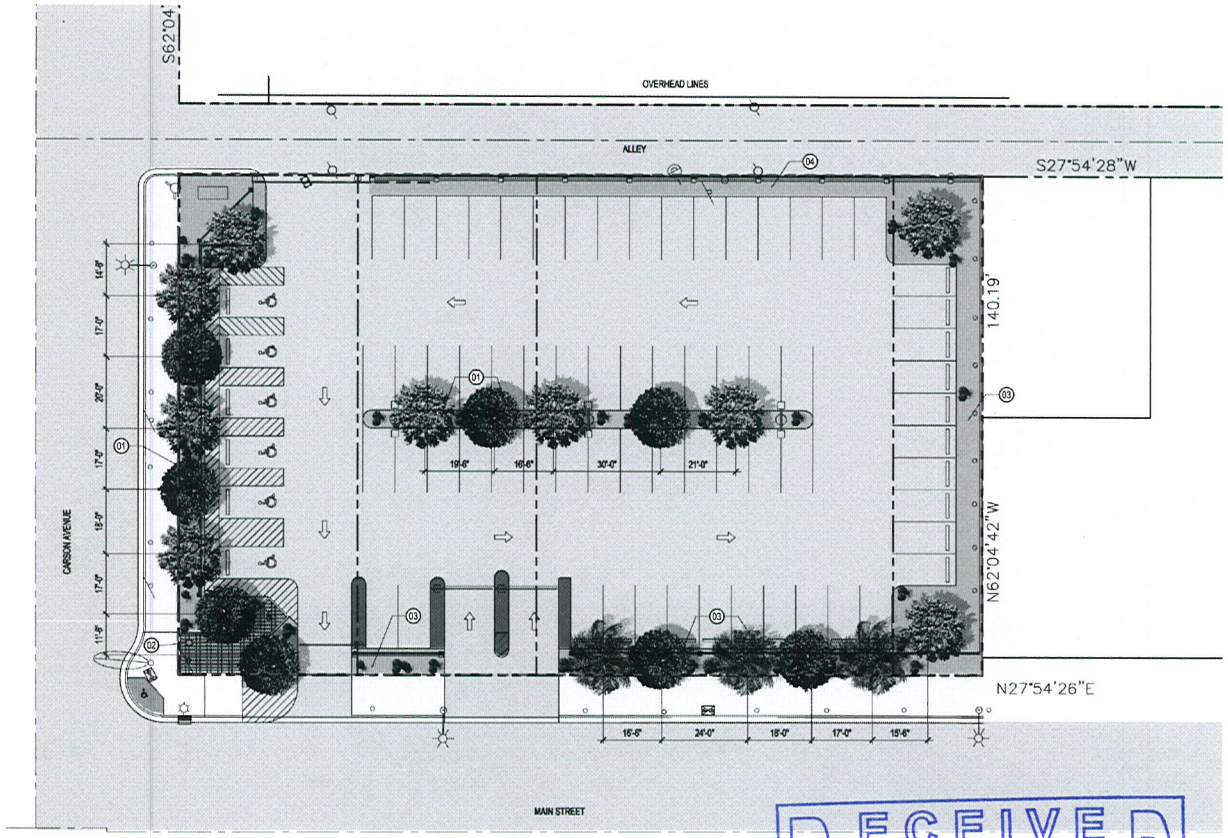
SHEET NOTES

01 ALL LANDSCAPING SHALL FALL WITHIN THE PROPERTY LINE. COORDINATE LANDSCAPING WITH CITY OF LAS VEGAS MAIN/COMMERCE COUPLET PROJECT/CENTENNIAL PLAN. DECOMPOSED GRANITE AT LS: PALAMIO CORAL COLOR

02 TRASH RECEPTICAL PER LV CENTENNIAL PLAN

03 LANDSCAPE SPECIES & SPACING PER LV CENTENNIAL PLAN WITH LANDSCAPE LIGHTING (TYP.)

04 DECOMPOSED GRANITE



SOUTH LOT LANDSCAPING LEGEND

	SIZE	QTY.
DEGLET-NOOR DATE PALM	36"	3
SOUTHERN LIVE OAK	36"	8
AFRICAN SUMAC	36"	9
VARIED SHRUB/GROUND COVER	5gal	80

PARKING ANALYSIS: SOUTH
PARKING STALLS TOTAL:72 SPACES

LANDSCAPE AREA
REQUIRED: 10 SF/SP ACE = 720 SF OF LANDSCAPE
PROVIDED: 5,157 SF OF LANDSCAPE
SHADE TREES
REQUIRED: 1 PER EVERY 6 SPACES = 12
PROVIDED: 20 SHADE TREES

PROJECT NORTH

0 4' 8' 16' 32'

– – – PROPERTY LINE

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LANDSCAPING PLAN - SOUTH LOT

Golden Gate Hotel & Casino - ENTITLEMENT PACKAGE

Las Vegas, Nevada | July 28, 2011 |

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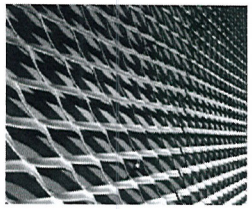
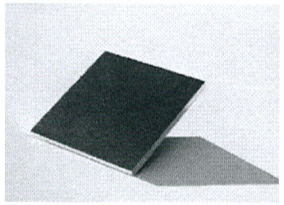
SDR-42674
REVISED

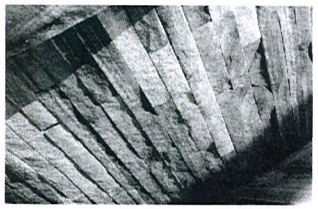
Gensler



MT-2: CHAMPAGNE ALUMINUM
ARCHITECTURAL EXPANDED METAL



MT-1: CHAMPAGNE ANODIZED ALUMINUM



: SANDSTONE
TUPELO HONEY THIN ASHLAR



DECOMPOSED GRANITE
AT LANDSCAPE:
PALAMINO CORAL COLOR



FENCE: BLACK
FOREST GREEN



SOUTH LOT PAVER:
CHICORY SPICE



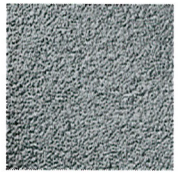
STONE WALL CLADDING
TUPELO HONEY POLISHED



TX-1: CELTIC LINEN DEC744
FREESTYLE SMOOTH DRYVIT



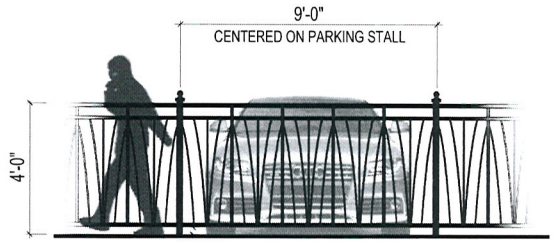
TX-2: DESERT SPICE DEC5202
SANDPEBBLE FINE DRYVIT



TX-3: CHAPPARAL DEC745
LIGHT SAND CEMENT PLASTER

ENTRY PAVERS
TUPELO HONEY FIRED TEXTURE

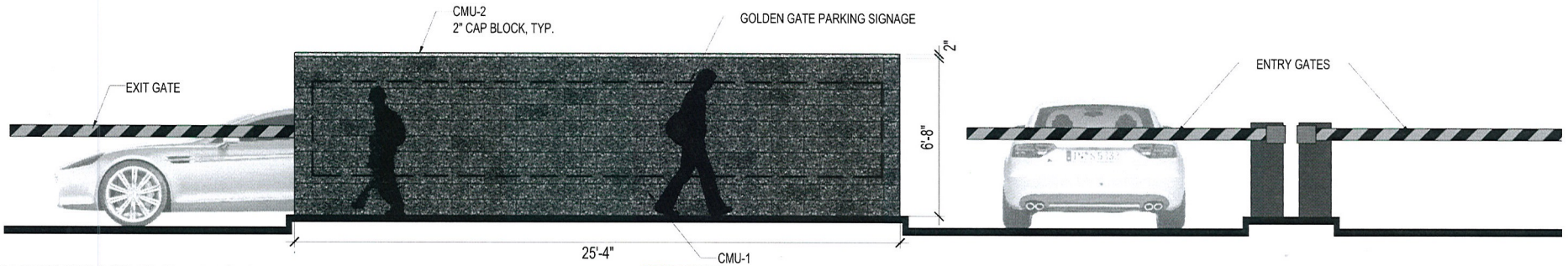
MATERIALS/COLORS



ENLARGED FENCE ELEVATION

LAS VEGAS DOWNTOWN CENTENNIAL PLAN FENCE

scale: 1/2"= 1'-0"



WEST FENCE ELEVATION

scale: 1/2"= 1'-0"

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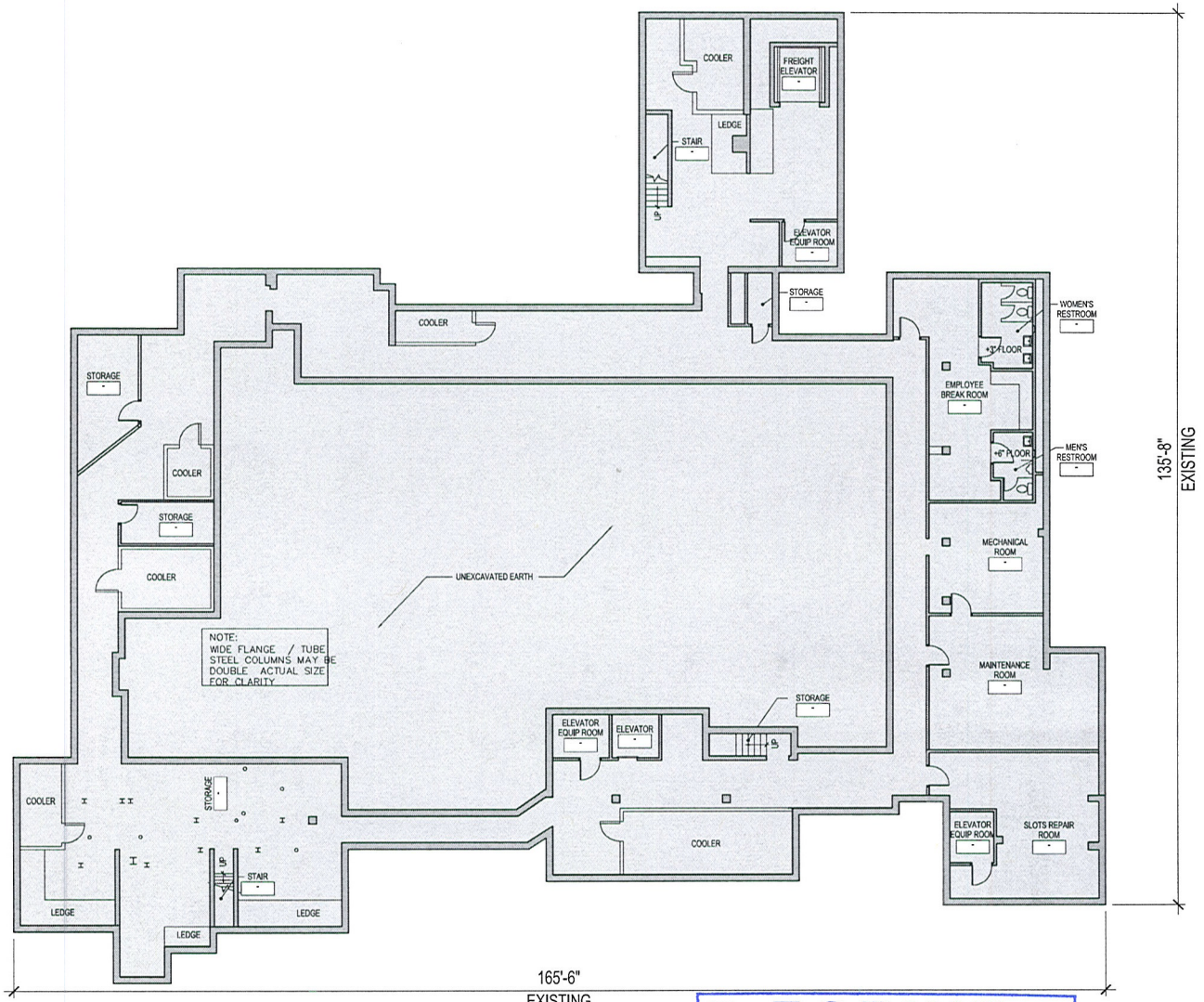

BASEMENT FLOOR PLAN - OVERALL

INTERIOR RENOVATION

NOT IN CONTRACT

NEW CONSTRUCTION

1 HOUR WALL

2 HOUR WALL

EXISTING
GOLDEN GATE HOTEL & CASINO
IBC 2009 TABLE 1004.1.1

OCCUPANT USE	FACTOR & INDEX	LOAD
BUSINESS AREAS	1,221 SF / 100	13
STORAGE	7,433 SF / 300	25
TOTAL	8,654 SF	38

0 2' 4' 8' 16'

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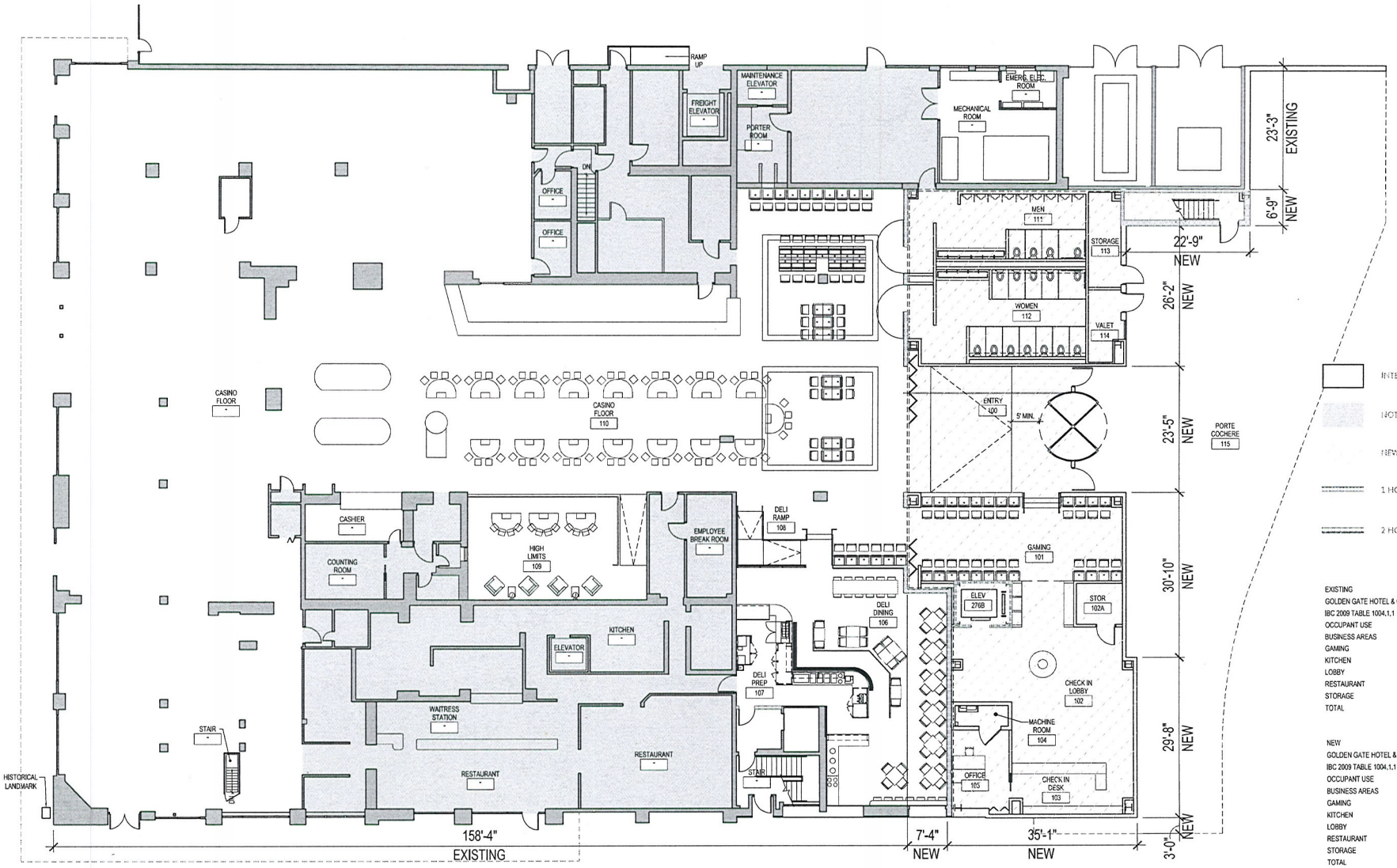

EXISTING
GOLDEN GATE HOTEL & CASINO
IBC 2009 TABLE 1004.1.1

OCCUPANT USE	FACTOR & INDEX	LOAD
BUSINESS AREAS	1,096 SF / 100	11
GAMING	11,548 SF / 11	1,050
KITCHEN	2,981 SF / 200	15
LOBBY	1,374 SF / 15	92
RESTAURANT	3,499 SF / 15	234
STORAGE	2,799 SF / 300	10
TOTAL	23,297 SF	1,412

NEW
GOLDEN GATE HOTEL & CASINO
IBC 2009 TABLE 1004.1.1

OCCUPANT USE	FACTOR & INDEX	LOAD
BUSINESS AREAS	1,096 SF / 100	11
GAMING	16,219 SF / 11	1,475
KITCHEN	2,419 SF / 200	13
LOBBY	1,215 SF / 15	81
RESTAURANT	2,783 SF / 15	186
STORAGE	2,604 SF / 300	9
TOTAL	26,336 SF	1,775

FIRST FLOOR PLAN - OVERALL

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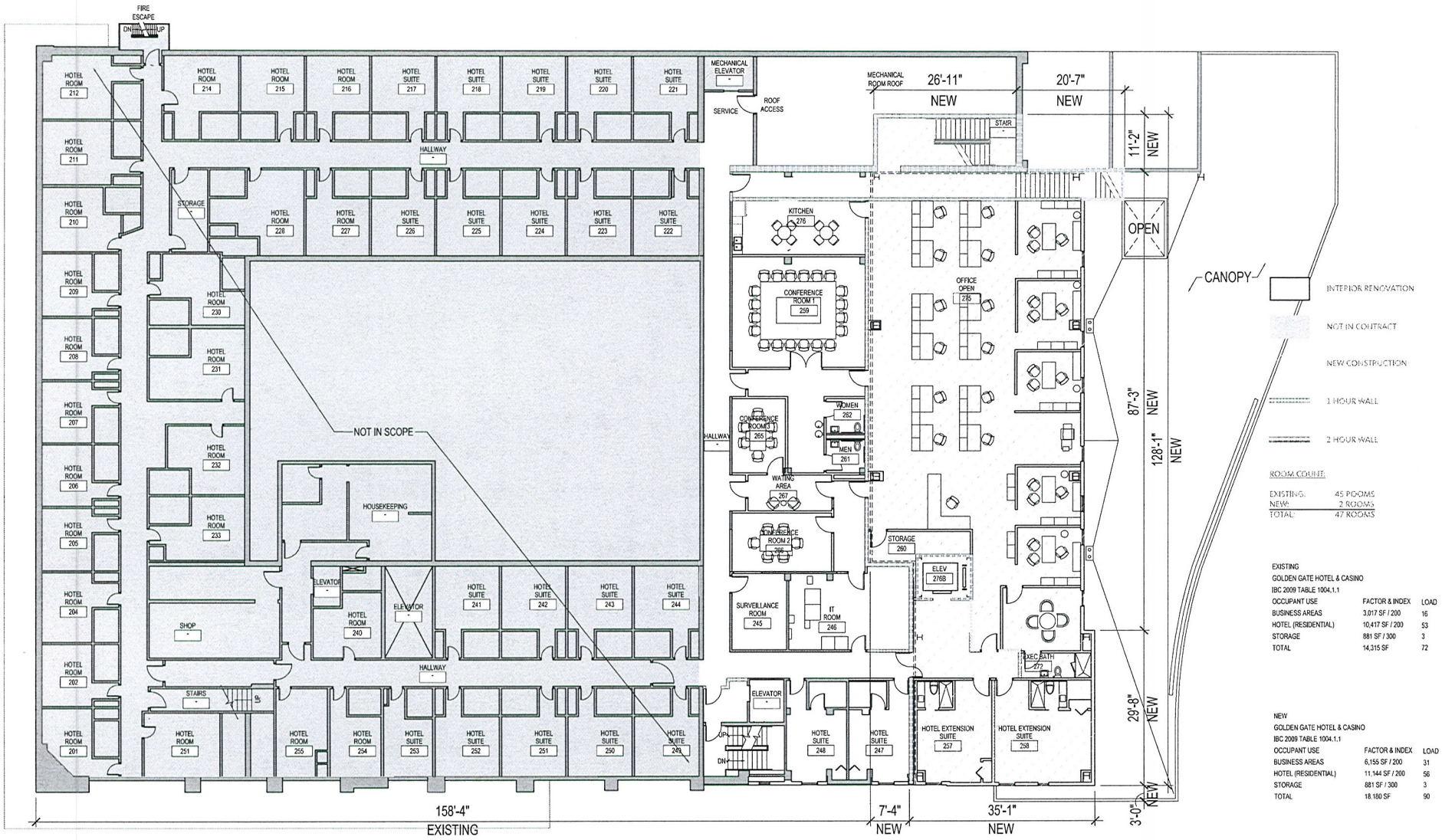
City of Las Vegs
Department of Planning



SECOND FLOOR PLAN - OVERALL

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AUG 24 2011
City of Las Vegas
Department of Planning

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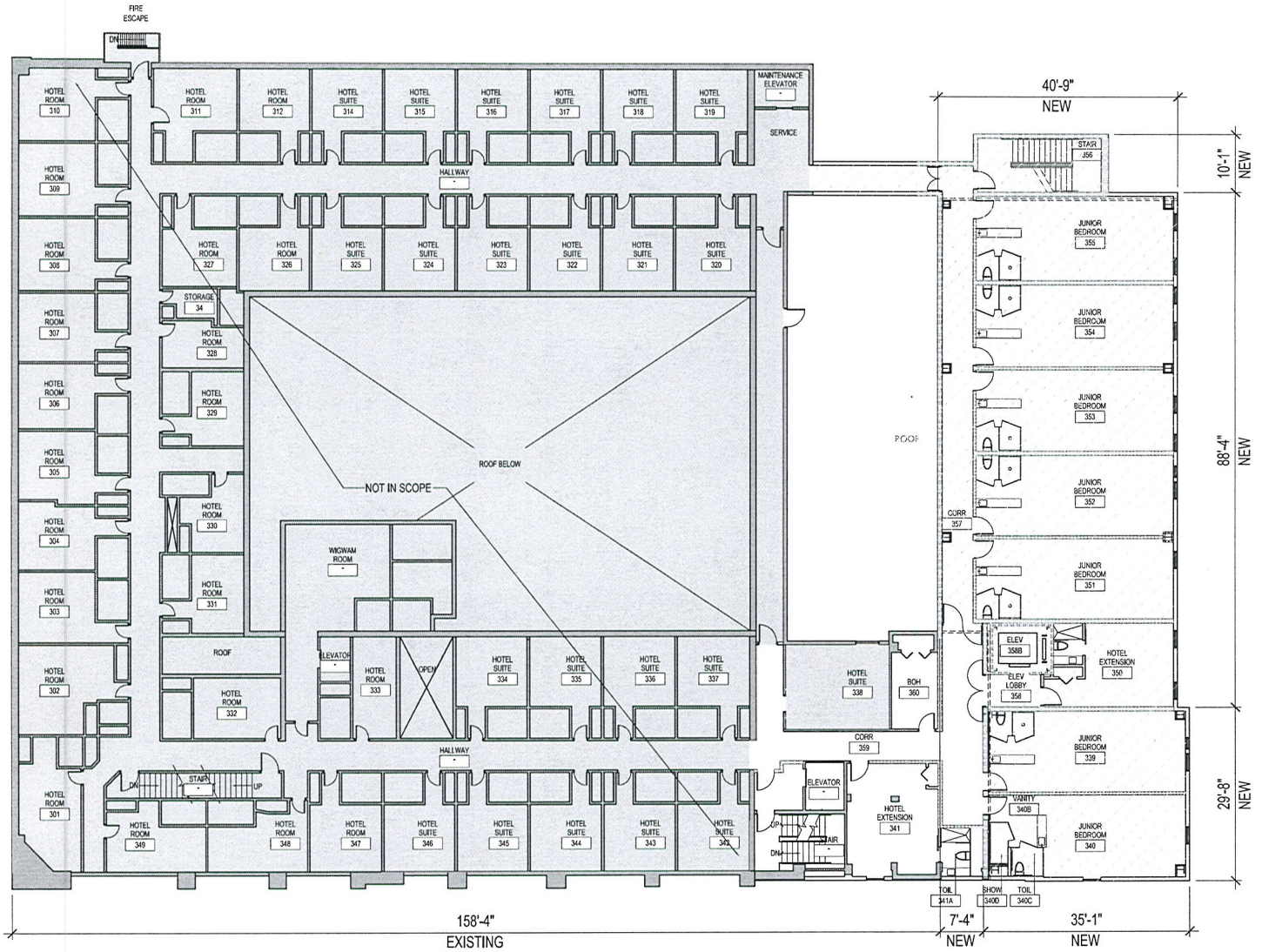
SDR-42674
REVISED



INTERIOR RENOVATION

NOT IN CONTRACT

NEW CONSTRUCTION

1 HOUR WALL

2 HOUR WALL

ROOM COUNT:

EXISTING:	48 ROOMS
NEW:	6 ROOMS
TOTAL:	54 ROOMS

EXISTING
GOLDEN GATE HOTEL & CASINO
IBC 2009 TABLE 1004.1.1

OCCUPANT USE	FACTOR & INDEX	LOAD
HOTEL (RESIDENTIAL)	11,383 SF / 200	57
STORAGE	811 SF / 300	3
TOTAL	12,194 SF	60

NEW
GOLDEN GATE HOTEL & CASINO
IBC 2009 TABLE 1004.1.1

OCCUPANT USE	FACTOR & INDEX	LOAD
HOTEL (RESIDENTIAL)	14,985 SF / 200	75
STORAGE	965 SF / 300	4
TOTAL	15,950 SF	79

0 2 4 8 16

THIRD FLOOR PLAN - OVERALL

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Department of Planning

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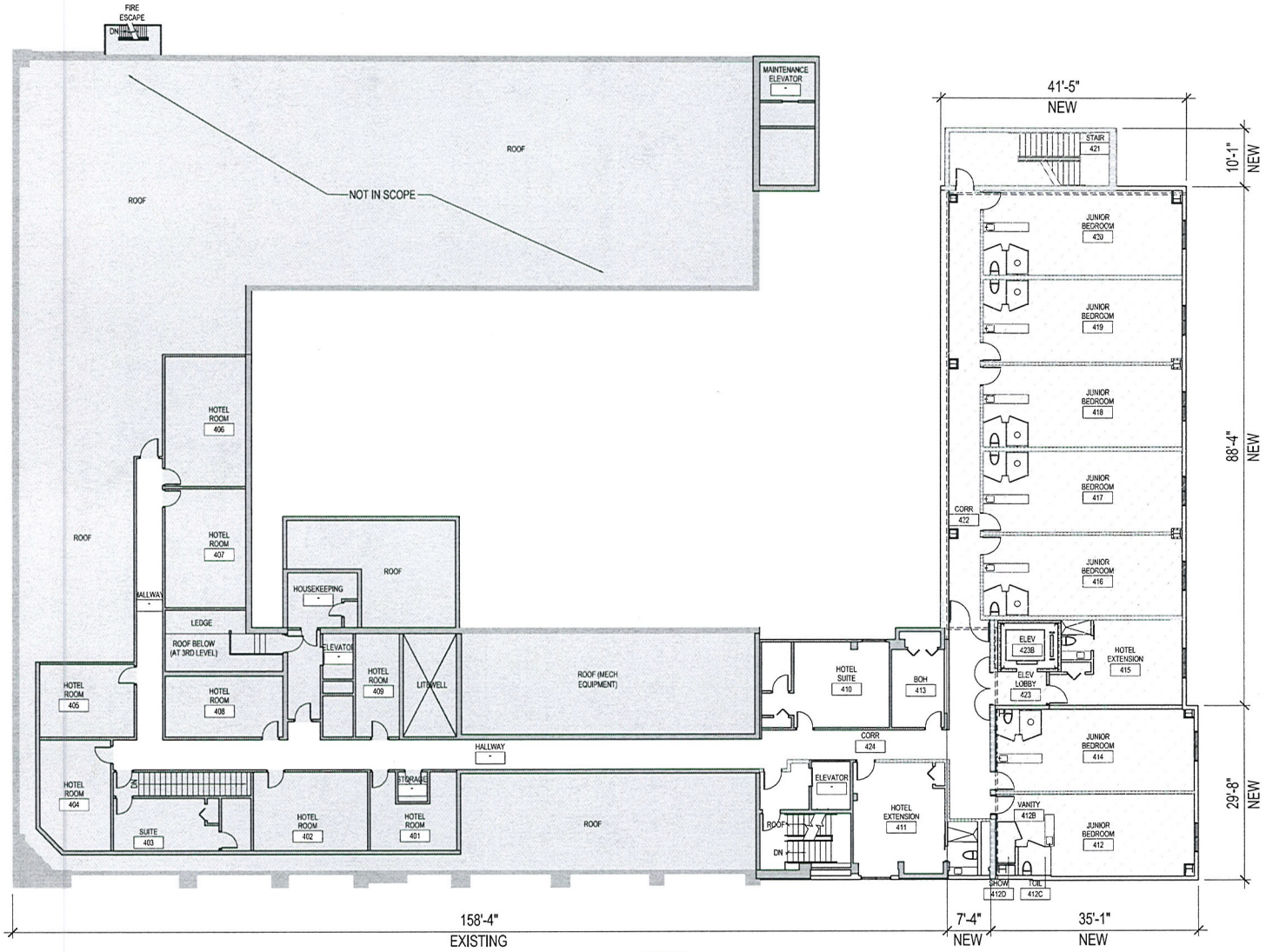

INTERIOR RENOVATION

NOT IN CONTRACT

NEW CONSTRUCTION

1 HOUR WALL

2 HOUR WALL

ROOM COUNT:

EXISTING:	13 ROOMS
NEW:	6 ROOMS
TOTAL:	19 ROOMS

EXISTING
GOLDEN GATE HOTEL & CASINO
IBC 2009 TABLE 1004.1.1

OCCUPANT USE	FACTOR & INDEX	LOAD
HOTEL (RESIDENTIAL)	3,464 SF / 200	18
STORAGE	269 SF / 300	1
TOTAL	3,733 SF	19

NEW
GOLDEN GATE HOTEL & CASINO
IBC 2009 TABLE 1004.1.1

OCCUPANT USE	FACTOR & INDEX	LOAD
HOTEL (RESIDENTIAL)	7,047 SF / 200	36
STORAGE	423 SF / 300	2
TOTAL	7,470 SF	38

0 2' 4' 8' 16'

FOURTH FLOOR PLAN - OVERALL

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SDR-42674
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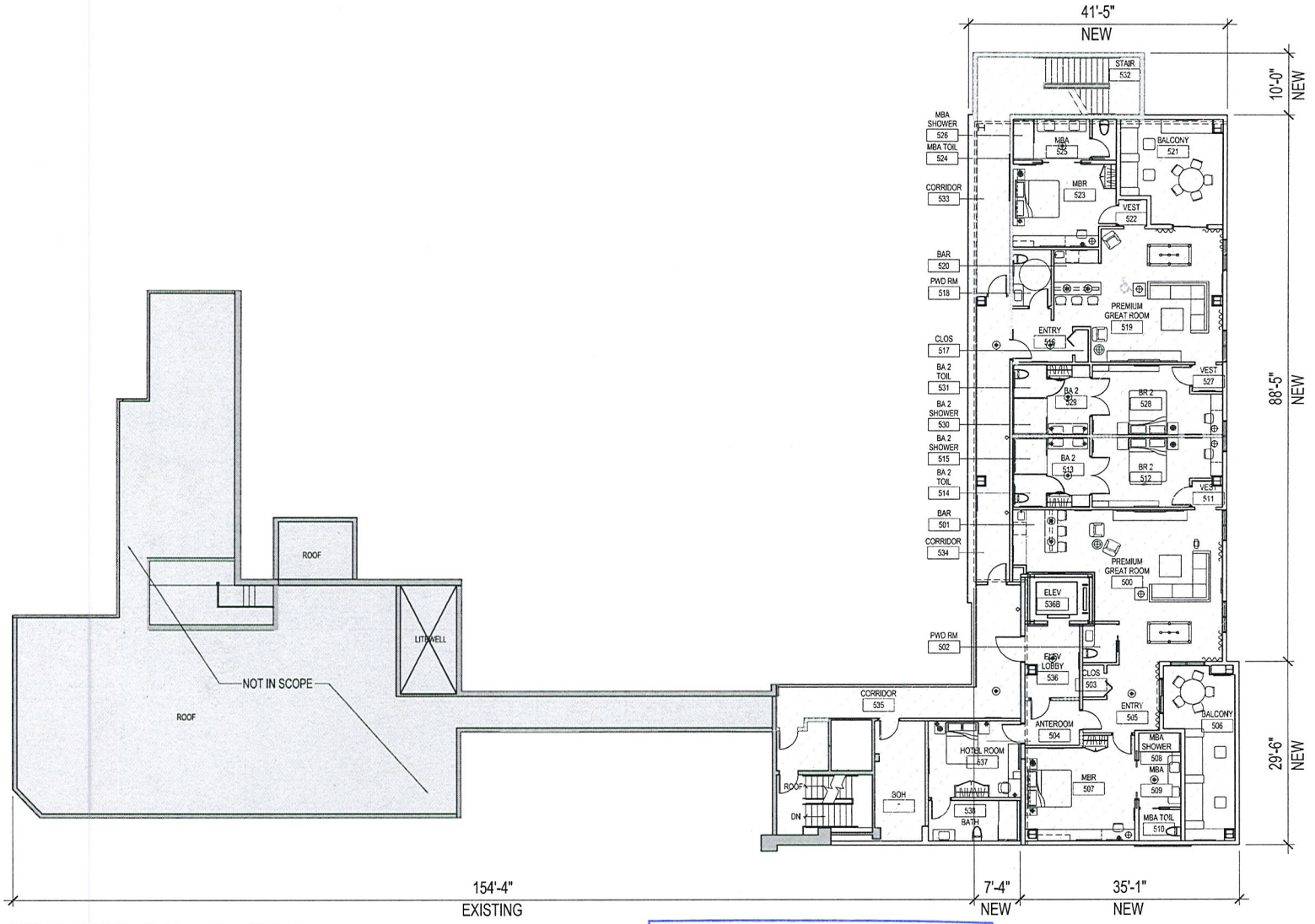

INTERIOR RENOVATION

NOT IN CONTRACT

NEW CONSTRUCTION

1 HOUR WALL

2 HOUR WALL

ROOM COUNT:

EXISTING:	0 ROOMS
NEW:	3 ROOMS
TOTAL:	3 ROOMS

NEW
GOLDEN GATE HOTEL & CASINO
IBC 2009 TABLE 1004.1.1

OCCUPANT USE	FACTOR & INDEX	LOAD
HOTEL (RESIDENTIAL)	4,046 SF / 200	21
STORAGE	408 SF / 300	2
TOTAL	4,454 SF	23

0 2' 4' 8' 16'

FIFTH FLOOR PLAN - OVERALL

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SDR-42674
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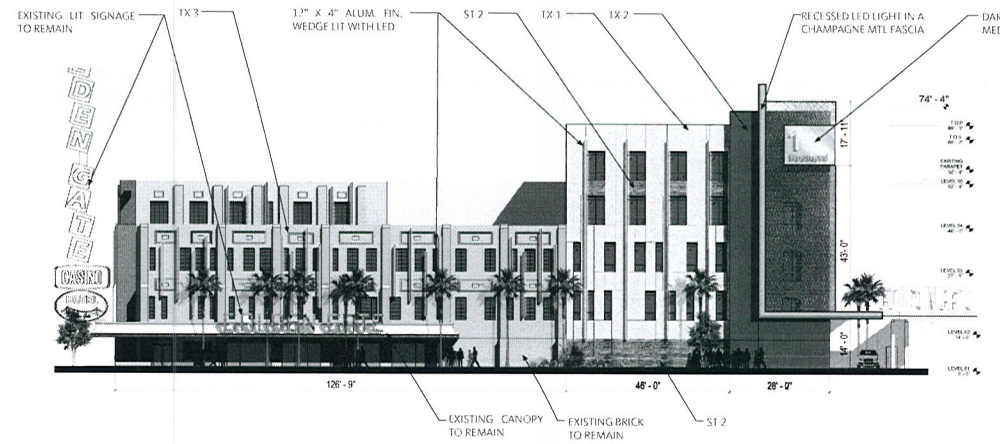
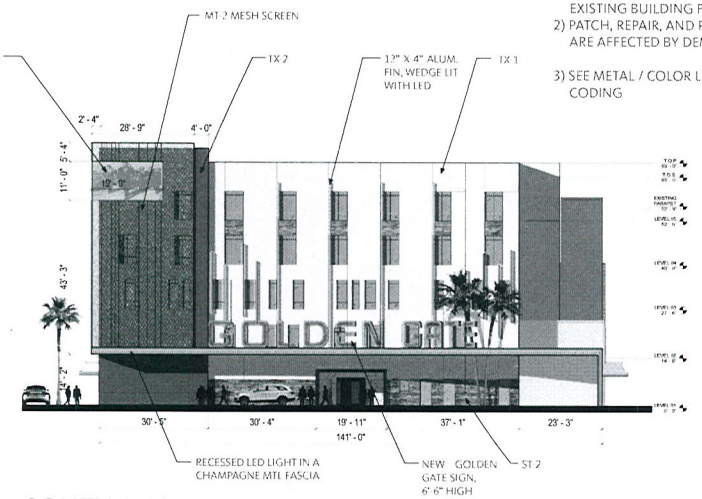
ELEVATION NOTES

1) EXISTING STUCCO FINISH SYSTEM SHALL BE SAND-BLASTED, WATER-BLASTED OR MECHANICALLY WIRE BRUSHED TO RECEIVE RE-BROWN COATING AND NEW PAINT OF THE EXISTING BUILDING FACADE.
2) PATCH, REPAIR, AND PAINT THOSE AREAS THAT ARE AFFECTED BY DEMOLITION.

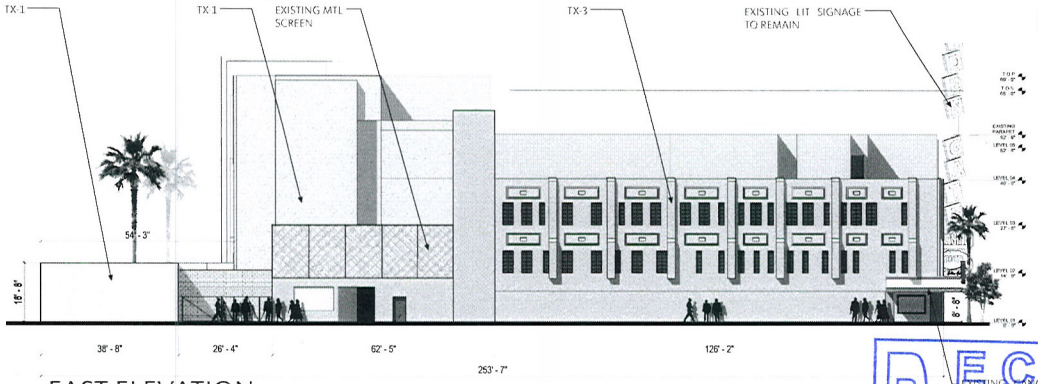
3) SEE METAL / COLOR LEGEND FOR KEYNOTE CODING



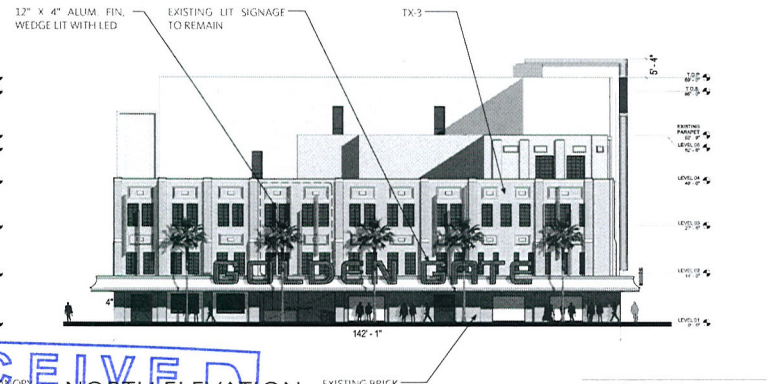
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

SCALE 1/16" = 1"

0 5 10 20 40

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Department of Planning

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SDR-42674
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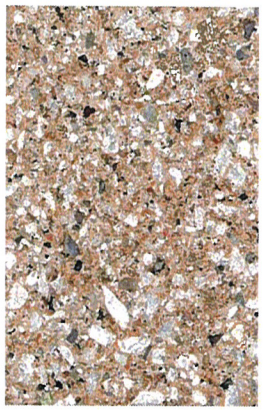
CMU-1: RED ROCK



CMU-2: SIERRA



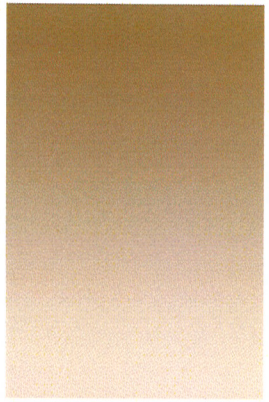
DECOMPOSED GRANITE
AT LANDSCAPE:
PALAMINO CORAL COLOR



RAILING: BLACK
FOREST GREEN



PAVER: CHICORY
SPICE



MT-1: CchampagNE METAL



STONE WALL CLADDING
AT ENTRY: STELLAR FIRE



TX-1: CELTIC LINEN DEC744
FREESTYLE DRYVIT



TX-2: GROUNDED SW6089
FREESTYLE DRYVIT



TX-3: CELTIC LINEN DEC744
SANDBLAST DRYVIT



TX-4: CHAPPARAL DEC745
LIGHT SAND CEMENT PLASTER

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JUL 28 2011

RECEIVED
JUL 28 2011

MATERIALS/COLORS

SUP-42675
SDR-42674



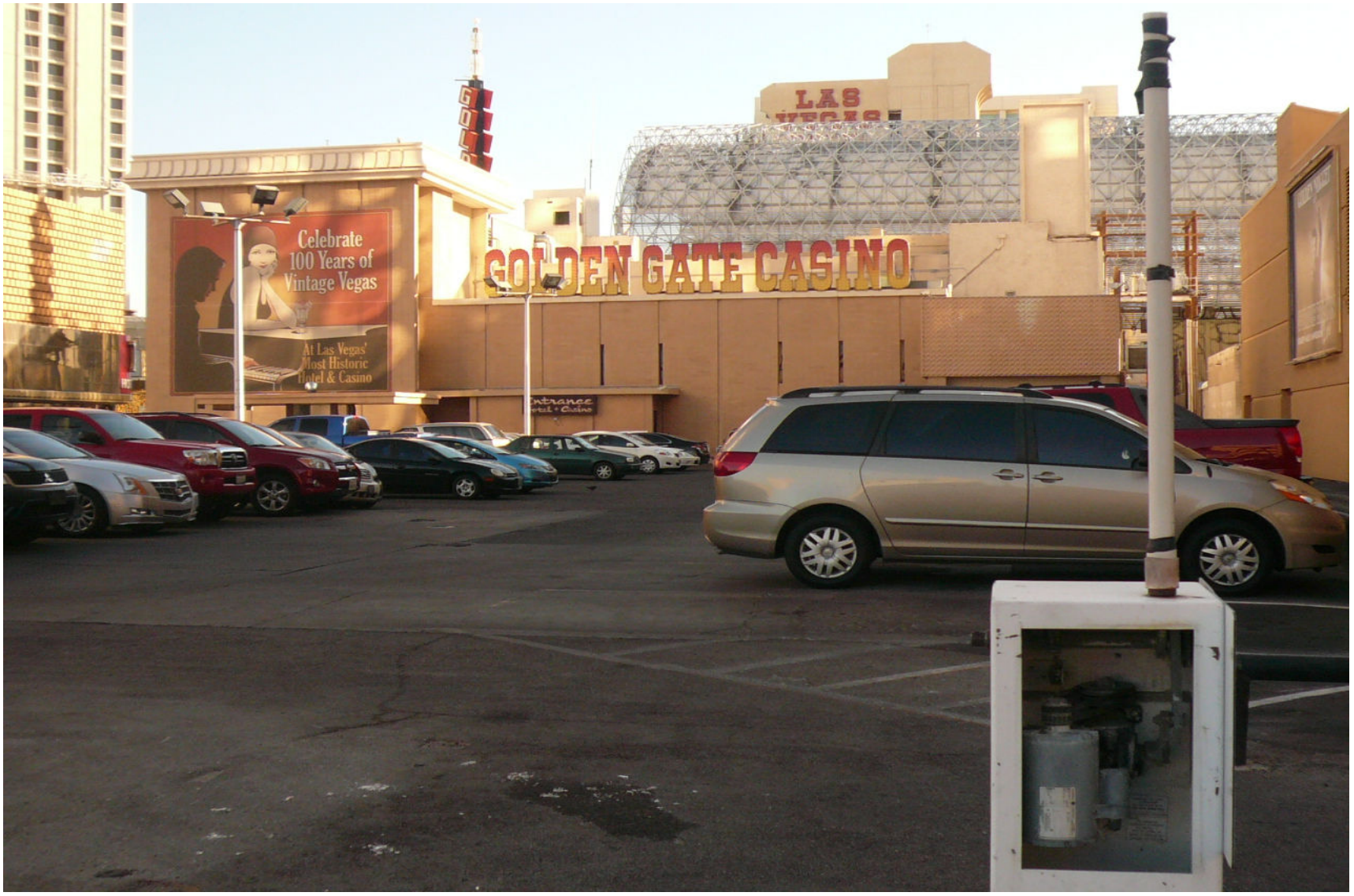
SUP-42675 AND SDR-42674 - APPLICANT: GOLDEN GATE CASINO, LLC - OWNER: SAL SAGER HOTEL CO. INC.
1 FREMONT STREET

08/04/11



SUP-42675 AND SDR-42674 - APPLICANT: GOLDEN GATE CASINO, LLC - OWNER: SAL SAGER HOTEL CO. INC.
1 FREMONT STREET

08/04/11



SUP-42675 AND SDR-42674 - APPLICANT: GOLDEN GATE CASINO, LLC - OWNER: SAL SAGER HOTEL CO. INC.
1 FREMONT STREET

08/04/11



SUP-42675 AND SDR-42674 - APPLICANT: GOLDEN GATE CASINO, LLC - OWNER: SAL SAGER HOTEL CO. INC.
1 FREMONT STREET

08/04/11

3883 Howard Hughes Parkway
Suite 650
Las Vegas NV 89169
USA

Tel 702.893.2800
Fax 702.893.2805

Gensler
of Nevada

July 1, 2011

City of Las Vegas Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

Subject: Justification Letter on Behalf of Golden Gate Hotel & Casino

To Whom It May Concern:

Golden Gate Hotel and Casino has a desire to upgrade their current property located at 1 Fremont, Las Vegas NV 89101. It is important for the ownership to maintain an enjoyable gaming establishment while acknowledging and highlighting the historical aspect of the building. With the state of Las Vegas' economy the owners feel it is important to improve the facility to attract more people; tourist and locals alike which will in turn create more opportunity and jobs. By renovating the property it will work alongside with the plans to beautify the downtown area.

The scope of the proposed renovation includes an expansion of their south façade, into the north parking lot area, as well as the development and improvement of their south parking lot. Within this expansion there will be an addition to the gaming areas, a new café and hotel lobby area. There will be an addition of 16 hotel suites to the property's existing 106 room hotel, as well as expanded back of house area as a part of the overall improvement for a total of 28,902 square feet.

As a part of this improvement the property owner is requesting waivers relating to right of way improvements required by the Downtown Centennial Plan, Centennial Plan fencing modifications and for an awning/media screen encroachment. All of the on-site improvements align with the Downtown Centennial Plan. With regards to the off-site improvements, the sidewalk along Main Street will be brought up to the new required standards under the city's "Main Street Improvement Plan." With respect to the frontage along Carson, the owner is proposing to do improvements on site only, because Carson is not a through street and ends at an adjacent property.

The request for waiver as it relates to the Downtown Centennial Plan fence is along the alley running north and south adjacent to the property. The request for a 6-10" CMU fence is to provide security and safety to the cars parked in both the north and south lots.

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Currently, the existing building's awning encroaches into the public right-of-way by 5'-0" along Main Street and Fremont Street. The use of awnings is a City requirement under the Downtown Centennial Plan architectural design standards. As a part of this renovation, the owner is proposing that the new awning on the southwest corner of Main Street, would only encroach 3'-0".

Golden Gate Hotel and Casino's goals are aligned with the city of Las Vegas' downtown revitalization plans; creating a place where people want to live, work and play.

On behalf of Golden Gate Hotel and Casino, we look forward to working with the City of Las Vegas to improve the experience of downtown Las Vegas hotel and casinos. Please feel free to contact me with any questions. My direct line is 702.893.2817.

Sincerely,

Alice O'Keefe, IIDA, LEED AP ID+C
Project Manager & Designer

cc: Robert Stefko, JF Finn, File

REVISED
SUP-42675
SDR-42674
REVISED

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-42674 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-42675 - PUBLIC HEARING - APPLICANT: GOLDEN GATE CASINO, LLC - OWNER: SAL SAGEV HOTEL CO. INC., ET AL - For possible action on a request for a Site Development Plan Review FOR A 28,902 SQUARE-FOOT ADDITION TO AN EXISTING HOTEL AND GAMING ESTABLISHMENT, NON-RESTRICTED AND PARKING LOT IMPROVEMENTS WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE STANDARDS AND A CORRESPONDING REQUEST FOR ENCROACHMENT INTO THE MAIN STREET PUBLIC RIGHT-OF-WAY on 2.4 acres at 1 Fremont Street (APNs 139-34-111-034, 045 through 048), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-42674** APN: 139-34-111-045/046

Name of Property Owner: Desert Rock / Golden Gate LLC

Name of Applicant: Golden Gate Casino, LLC

Name of Representative: Gensler of Nevada

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: Derek J. Stevens

Subscribed and sworn before me

This 15th day of August, 2011

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-42674** APN: 139-34-111-048

Name of Property Owner: Brandenburg Marcus TRS ETAL

Name of Applicant: Golden Gate Casino, LLC

Name of Representative: Gensler of Nevada

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: Mark Brandenburg

Print Name: Marcus (Mark) Brandenburg

Subscribed and sworn before me

This 15th day of August, 20 11

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-42674** APN: 139-34-111-047

Name of Property Owner: Zahn Elizabeth Trust

Name of Applicant: Golden Gate Casino, LLC

Name of Representative: Gensler of Nevada

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: William E Vontobel

Print Name: William E Vontobel

Subscribed and sworn before me

This 12th day of August, 2011

Beverly A Wilcher
Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-42674** APN: 139-34-111-034

Name of Property Owner: Sal Sagev Hotel Co Inc

Name of Applicant: Golden Gate Casino, LLC

Name of Representative: Gensler of Nevada

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: Carolyn Reynolds

Subscribed and sworn before me

This 16 day of August, 20 11

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review-Parking Lot Aesthetic Upgrade

Project Address (Location) SOUTHEAST CORNER OF MAIN STREET & CARSON

Project Name GOLDEN GATE CASINO SELF PARKING LOT **Proposed Use** PARKING

Assessor's Parcel #(s) 139-34-111-045/046 **Ward #** 3

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.73 **Lots/Units** 4 **Density** N/A

Additional Information

PROPERTY OWNER DESERT ROCK/GOLDEN GATE LLC **Contact** DEREK STEVENS

Address 1 Fremont Street **Phone:** (702) 385-1906 **Fax:**

City LAS VEGAS **State** NV **Zip** 89101

E-mail Address exec@goldengatecasino.com

APPLICANT Golden Gate Casino, LLC **Contact** Greg Stevens

Address 1 Fremont Street **Phone:** (702) 385-1906 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address gstevens@goldengatecasino.com

REPRESENTATIVE Gensler of Nevada **Contact** Alice O'Keefe

Address 3883 Howard Hughes Pkwy. Ste. 650 **Phone:** (702) 893-2817 **Fax:** (702) 893-2805

City Las Vegas **State** NV **Zip** 89169

E-mail Address alice_okeefe@gensler.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 Derek J. Stevens

Subscribed and sworn before me

This 15th day of August, 2011.

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-42674
Meeting Date:	9/13/11
Total Fee:	$1030
Date Received:*	7/28/11
Received By:	Romeo

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review-North Parking Aesthetic Upgrade and Building Expansion

Project Address (Location) Northeast corner of Main Street & Carson Avenue

Project Name Golden Gate Hotel & Casino Renovation **Proposed Use** Hotel & Casino

Assessor's Parcel #(s) 139-34-111-034 **Ward #** 3

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage 100,058 **Floor Area Ratio** 1.79

Gross Acres 1.29 **Lots/Units** 16 **Density** 96

Additional Information N/A

PROPERTY OWNER Sal Sagev Hotel Co., Inc. **Contact** Carolyn Reynolds

Address c/o 1 Fremont Street **Phone:** 7022479278 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address

APPLICANT Golden Gate Casino, LLC **Contact** Greg Stevens

Address 1 Fremont Street **Phone:** 7023851906 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address gstevens@goldengatecasino.com

REPRESENTATIVE Gensler of Nevada **Contact** Alice O'Keefe

Address 3883 Howard Hughes Pkwy, Ste 650 **Phone:** 7028933817 **Fax:**

City Las Vegas **State** NV **Zip** 89169

E-mail Address alice_okeefe@gensler.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 Carolyn Reynolds

Subscribed and sworn before me

This 16 day of August, 2011.

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-42674
Meeting Date:	9/13/11
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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

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review-Parking Lot Aesthetic Upgrade

Project Address (Location) SOUTHEAST CORNER OF MAIN STREET & CARSON

Project Name GOLDEN GATE CASINO SELF PARKING LOT **Proposed Use** PARKING

Assessor's Parcel #(s) 139-34-111-047 **Ward #** 3

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.73 **Lots/Units** 4 **Density** N/A

Additional Information

PROPERTY OWNER ZAHN ELIZABETH TRUST **Contact**

Address 1912 S. Maryland Pkwy **Phone:** (702) 733-7144 **Fax:**

City Las Vegas **State** NV **Zip** 89104

E-mail Address vontobel77@aol.com

APPLICANT Golden Gate Casino, LLC **Contact** Greg Stevens

Address 1 Fremont Street **Phone:** (702) 385-1906 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address gstevens@goldengatecasino.com

REPRESENTATIVE Gensler of Nevada **Contact** Alice O'Keefe

Address 3883 Howard Hughes Pkwy. Ste. 650 **Phone:** (702) 893-2817 **Fax:** (702) 893-2805

City Las Vegas **State** NV **Zip** 89169

E-mail Address alice_okeefe@gensler.com

Property Owner Signature* William E Vontobel

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name William E Vontobel

Subscribed and sworn before me

This 12th day of August, 20 11.

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-42674
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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

f:\depot\Application Packet\Application Form.pdf

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review-Parking Lot Aesthetic Upgrade

Project Address (Location) SOUTHEAST CORNER OF MAIN STREET & CARSON

Project Name GOLDEN GATE CASINO SELF PARKING LOT **Proposed Use** PARKING

Assessor's Parcel #(s) 139-34-111-048 **Ward #** 3

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.73 **Lots/Units** 4 **Density** N/A

Additional Information

PROPERTY OWNER BRANDENBURG MARCUS TRS ETAL **Contact**

Address 1 Fremont Street **Phone:** (702) 383-0505 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address mbrandenburg@goldengatecasino.com

APPLICANT Golden Gate Casino, LLC **Contact** Greg Stevens

Address 1 Fremont Street **Phone:** (702) 385-1906 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address gstevens@goldengatecasino.com

REPRESENTATIVE Gensler of Nevada **Contact** Alice O'Keefe

Address 3883 Howard Hughes Pkwy. Ste. 650 **Phone:** (702) 893-2817 **Fax:** (702) 893-2805

City Las Vegas **State** NV **Zip** 89169

E-mail Address alice_okeefe@gensler.com

Property Owner Signature* Marcus Brandenburg

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Marcus (Mark) Brandenburg

Subscribed and sworn before me

This 15th day of August, 2011.

Beverley A Wilcher

Notary Public in and for said County and State

BEVERLEY A. WILCHER
Notary Public State of Nevada
No. 97-0517-1
My appt. exp. Jan. 10, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-42674
Meeting Date:	9/13/11
Total Fee:	$ 1030
Date Received:*	7/28/11
Received By:	Romeo

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

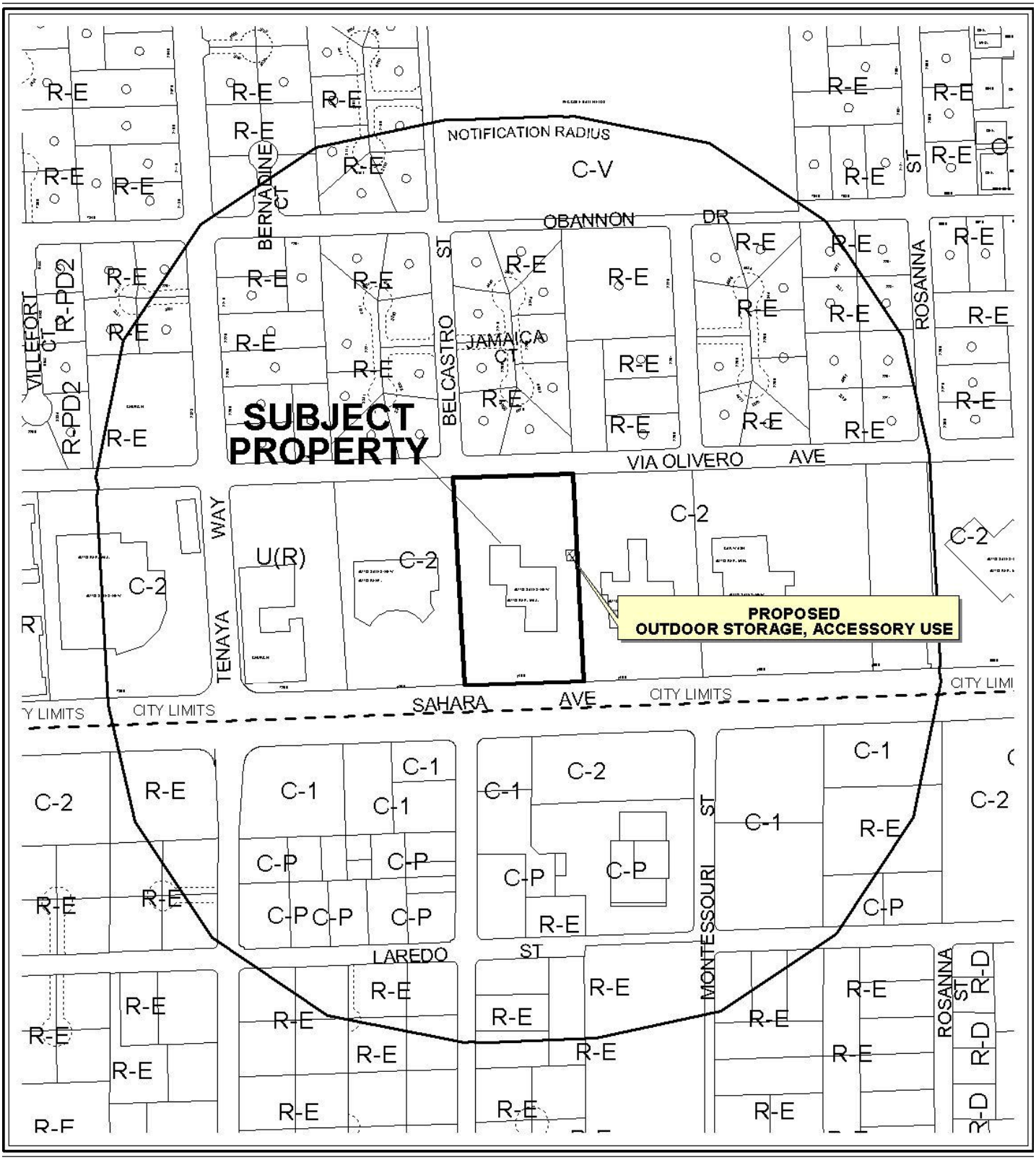
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42678 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: PLANET HYUNDAI - OWNER: TCP REAL PROPERTY, LP - For Possible action on a request for a Special Use Permit FOR OUTDOOR STORAGE, ACCESSORY at 7150 West Sahara Avenue (APN 163-03-806-001), C-2 (General Commercial), Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission recommends (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 13, 2011 Planning Commission Meeting Item – SUP-42678



0 300 600 Feet

CASE: **SUP-42678**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (General Commercial)

N



CASE: **SUP-42678**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (General Commercial)

0 300 600 Feet

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: PLANET HYUNDAI - OWNER: TCP REAL PROPERTY LP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42678	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-42678 CONDITIONS

Planning

1. There shall be a one-year administrative review

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Outdoor Storage, Accessory use.

3. Conformance to the approved conditions for Rezoning (Z-0011-99) and Site Development Plan Review [Z-0011-99(2)].

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. 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.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
October 19, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for Outdoor Storage, Accessory use to allow two existing storage containers to remain at an existing Motor Vehicle Sales (New) dealership located at 7150 West Sahara Avenue. The applicant has placed the storage containers in the east side yard, within the landscape buffer without permits or the approval of a Special Use Permit for Outdoor Storage, Accessory use. A business license for Auto Sales, Auto Leasing and Auto Repair Garage, Major are current.

Staff recommends denial of the proposed use, as it cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses due to the negative visual impacts on the adjacent properties as well as the public rights-of-way. Relocation of the containers to the interior of the site would allow conformance with Conditional Use regulations. If this request is denied, the existing storage containers would have to be removed or relocated on the subject site.

ISSUES

- A Special Use Permit for the Outdoor Storage, Accessory use on this site is required because conditional use regulations disallowing storage within required setbacks or buffer yards cannot be met, nor will adequate screening be provided.
- A Project of Regional Significance report is required and was submitted with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/21/96	The City Council approved a Rezoning (Z-0068-96) from N-U (Non-Urban) to C-1 (Limited Commercial) and P-R (Professional Offices and Parking) for a proposed 50,000 square foot commercial center.
05/24/99	The City Council approved a General Plan Amendment (GPA-0006-99) at 7150 West Sahara Avenue to GC (General Commercial). The Planning Commission recommended approval.
	The City Council approved a Rezoning (Z-0011-99) from U (Undeveloped) to C-2 (General Commercial) at 7150 West Sahara Avenue. The Planning Commission recommended approval.

08/18/99	The City Council accepted the applicant's request to withdraw without prejudice a Special Use Permit (U-0064-99) to allow the sales of used cars at 7150 West Sahara Avenue.
05/17/00	The City Council approved an Extension of Time [Z-0011-99(1)] of an approved Rezoning from U (Undeveloped) to C-2 (General Commercial) and a Site Development Plan Review [Z-0011-99(2)] for a 26,276 square foot new car dealership (Planet Hyundai) at 7150 West Sahara Avenue. The Planning Commission and staff recommended approval of both requests.
08/20/03	The City Council denied a Variance (VAR-2501) to allow a fifty four-foot seven-inch (54'7") freestanding sign where 40 feet is the maximum height permitted at 7150 West Sahara Avenue. The Planning Commission and staff recommended denial.
10/05/05	The City Council approved a Site Development Plan Review (SDR-8316) for a 5,320 square foot addition of four service bays and an auto detailing area to an existing auto dealership at 7150 West Sahara Avenue. The Planning Commission and staff recommended approval.
09/13/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 28/jg).

Most Recent Change of Ownership	
03/30/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/21/00	A building permit (#00017608) was issued for a new building for Motor Vehicle Sales (New) at 7150 West Sahara Avenue. The permit was finalized on 07/06/01.
05/15/01	A business license (A16-01233) was issued for Auto Sales at 7150 West Sahara Avenue. The license was marked out of business on 07/14/10.
03/01/10	A business license (A16-01325) was issued for Auto Sales at 7150 West Sahara Avenue. The license is currently active.
	A business license (A28-01040) was issued for Auto Leasing at 7150 West Sahara Avenue. The license is currently active.
03/10/11	A business license (G03-02445) was issued for a Garage Major Auto at 7150 West Sahara Avenue. The license is currently active.
06/14/11	A code enforcement case (102910) was initiated for Vehicles on display in landscape. Storage containers on property on east side of property. The case is presently open.

Pre-Application Meeting	
07/19/11	A pre-application meeting was held with the applicant, where the submittal requirements for a Special Use Permit were discussed. • Outdoor Storage, Accessory use is a Conditional use in the C-2 (General Commercial) zoning district if all conditional use requirements are met. The applicant indicated that the two storage containers had been placed for easy accessibility. The applicant was informed that the Conditional Use requirements for Outdoor Storage, Accessory use could be met without approval of a Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/04/11	Staff conducted a field check of the subject site and noted an Automobile Dealership with two unpermitted shipping containers located in the eastern parking lot and landscape buffer and two trash enclosures filled with loose trash and debris.

Details of Application Request	
Site Area	
Net Acres	4.46

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Motor Vehicle Sales (New)	GC (General Commercial)	C-2 (General Commercial)
North	Single Family Residence	DR (Desert Rural)	R-E (Residence Estates)
South	Clark County - Office	CG (Commercial General)	C-1 (Local Business) C-2 (General Commercial)
East	Vacant Motor Vehicle Sales (New)	GC (General Commercial)	C-2 (General Commercial)
West	Motor Vehicle Sales (New)	SC (Service Commercial) R (Rural)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		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		Y

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	150	Y*

* Sahara Avenue is listed as a 100-foot Primary Arterial on the Master Plan of Streets and Highways.

ANALYSIS

An Outdoor Storage, Accessory use is defined per Title 19.18.020 as "The use of a significant portion of a lot or area for the long term retention (more than 24 hours) of materials and machinery or equipment, regardless of whether the materials, machinery or equipment are to be bought, sold, repaired, stored, incinerated, or discarded. This use does not include new or used motor vehicle sales and rental display, nor does it include accessory and incidental parking of vehicles for residents, guests, customers or employees in connection with a principal use."

The proposed Outdoor Storage, Accessory use does not meet the following Conditional Use Regulations: #1. Storage shall not be permitted within the required setbacks or buffer yards, and #2. Except as otherwise provided in this Title or as specifically allowed in connection with the approval of a Special Use Permit: a. Outside storage areas that are not screened by an intervening building shall be screened from view of any public street by a screening device at least eight feet in height. b. Outside storage areas shall be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property lines of property zoned C-M or M. The containers are partially screened from view by the existing trash enclosures, which are not being used for trash, as the dumpsters are out in the open on the lot. The storage containers can be relocated elsewhere on the site in conformance with the Conditional Use requirements.

The proposed use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses due to the negative visual impacts on the adjacent properties as well as the public rights-of-way; therefore, staff recommends denial.

FINDINGS (SUP-42678)

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 cannot be conducted in a manner that is harmonious and compatible with the existing and surrounding land uses, as the proposed Outdoor Storage, Accessory use is within the east side yard within the landscape buffer and lacks adequate screening.

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, but the location of the use on the site is not appropriate.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed by Sahara Avenue. This street is of sufficient size to accommodate the needs of the proposed Outdoor Storage, Accessory use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use does not meet all Minimum Conditional Use permit Requirements pursuant to Title 19.12. As such, the proposed Outdoor Storage, Accessory use requires the approval of a Special Use Permit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 115 (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42678** APN: _____

Name of Property Owner: TCP REAL PROPERTY LP

Name of Applicant: PLANET HYUNDAI

Name of Representative: RONALD COURY

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: Ronald T. Coury

Print Name: Ronald Coury

Subscribed and sworn before me

This 28 day of JULY, 2011

L VanHine

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. VANHINE
Appt. No. 10-3197-1
My Appt. Expires Aug. 12, 2014

RECEIVED
JUL 28 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: PLANET HYUNDAI

Project Address (Location) 7150 W. SAHARA AVE.

Project Name ACCESSORY OUTDOOR STORAGE **Proposed Use** STORAGE

Assessor's Parcel #(s) 163-03-806-001 **Ward #** _____

General Plan: existing GC proposed _____ **Zoning:** existing C2 proposed _____

Commercial Square Footage 12000 **Floor Area Ratio** .28

Gross Acres 4.46 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER TCP REAL PROPERTY LP **Contact** LORAL MONSON

Address 7150 W. SAHARA AVE. **Phone:** 938-1400 **Fax:** 938-1417

City LAS VEGAS **State** NV. **Zip** 89117

E-mail Address _____

APPLICANT PLANET HYUNDAI **Contact** LORAL MONSON

Address 7150 W SAHARA AVE **Phone:** 938-1400 **Fax:** 938-1417

City LAS VEGAS **State** NV **Zip** 89117

E-mail Address PLANETLV.COM

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Ronald T. Coury

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name RONALD COURY

Subscribed and sworn before me

This 28 day of July, 20 11.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. VANHINE
Appt No 10-3197-1
My Appt Expires Aug 12, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP-42678
Meeting Date:	9/13/11
Total Fee:	$1,030
Date Received:*	7/28/11
Received By:	BMS

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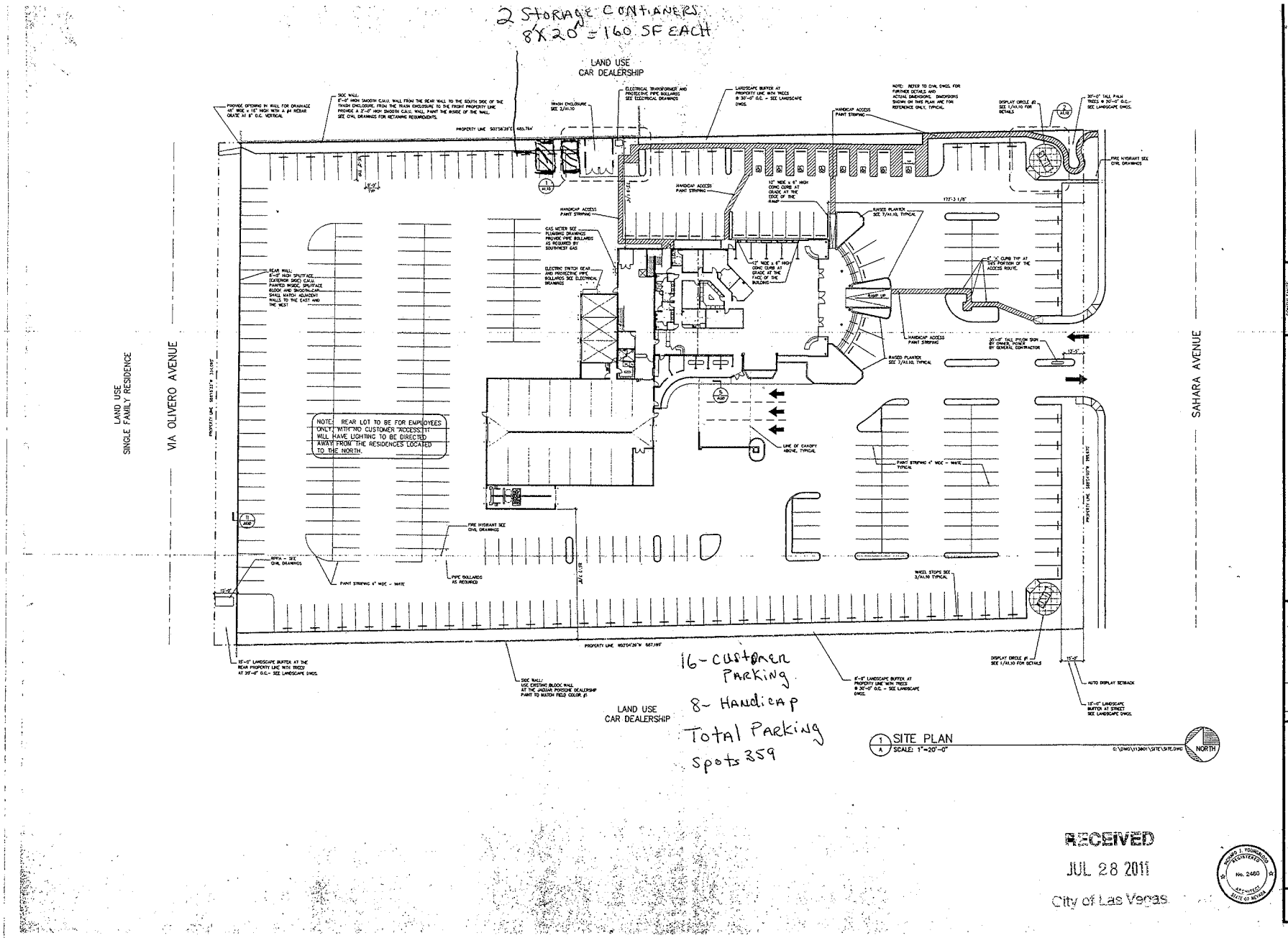
JUL 28 2011
City of Las Vegas

*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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YOUNGBLOOD
Architectural Studios

CONSULTANTS

PLANET HYUNDAI
WEST SAHARA AVENUE
LAS VEGAS, NV 89104

NO	DATE	REVISION DESCRIPTION
1	18 MAY 00	ADDENDUM #1
2	5 JULY 00	CLIENT CORRECTIONS
3	7 AUG 00	CLIENT CORRECTIONS
4	27 SEPT 2000	

SITE PLAN

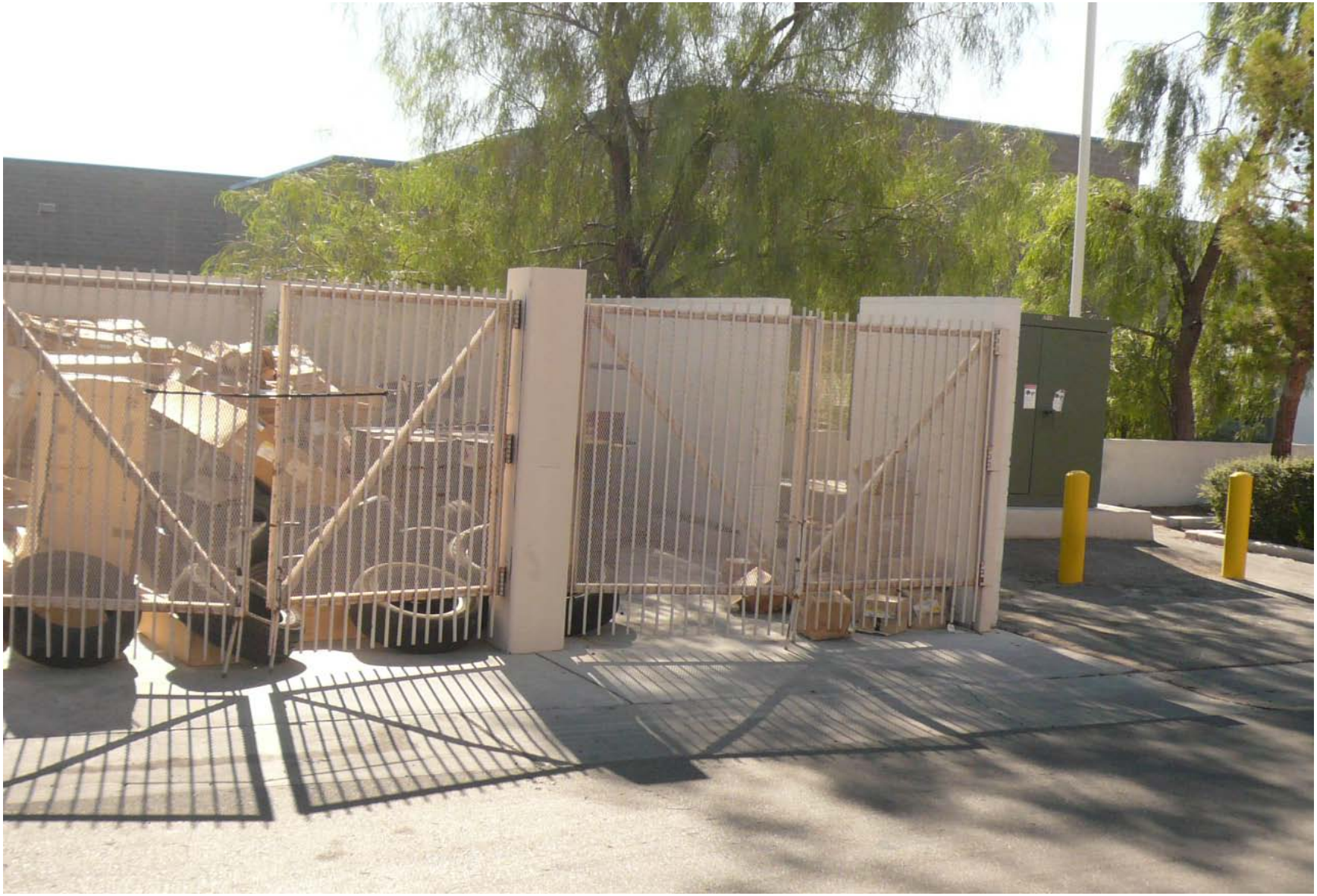
A1.00

SUP-42678



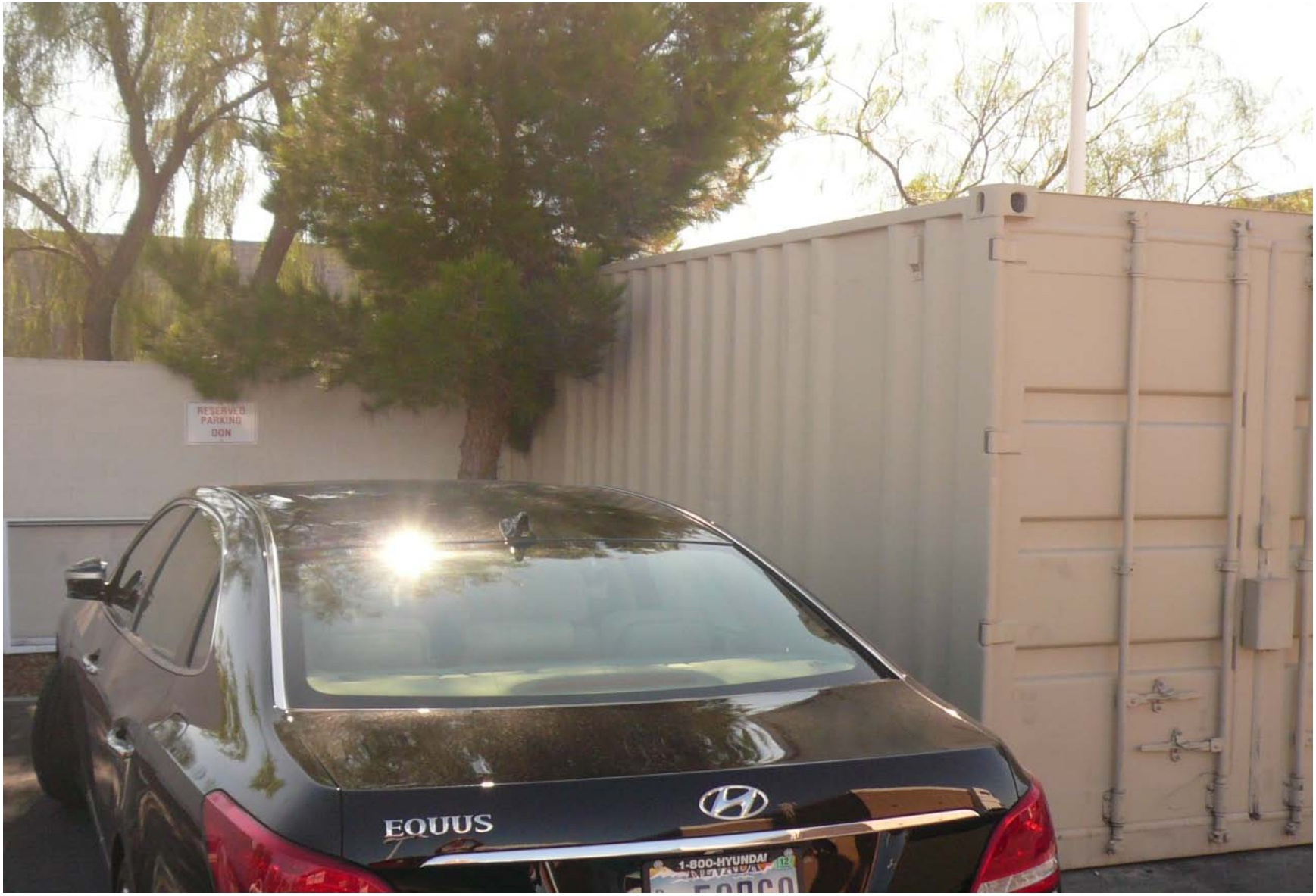
SUP-42678 - APPLICANT: PLANET HYUNDAI - OWNER: TCP REAL PROPERTY, LP
7150 WEST SAHARA AVENUE

08/04/11



SUP-42678 - APPLICANT: PLANET HYUNDAI - OWNER: TCP REAL PROPERTY, LP
7150 WEST SAHARA AVENUE

08/04/11



SUP-42678 - APPLICANT: PLANET HYUNDAI - OWNER: TCP REAL PROPERTY, LP
7150 WEST SAHARA AVENUE

08/04/11



SOUTH View

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SUP-42678



EAST View

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City of Las Vegas

SUP-42678



SUP-42678

RECEIVED
JUL 28 2011
City of Las Vegas

EAST View



NORTH VIEW

RECEIVED
JUL 2021
City of Las Vegas

SUP-42678



EAST View

RECEIVED
JUL 28
City of Las Vegas

SUP-42678

PLANET HYUNDAI

To whom it may concern,

This letter is to outline our reasons for our application for a special use permit for an existing outdoor storage use at 7150 W Sahara Ave.

The two containers are located in an optimal position at this time. They are use to store auto parts so proximity to the parts department is crucial for production. Other planed locations lead to further complications.

Where they are now located only takes up 2.5 parking spaces.

Other locations would take up 4-6 spaces.

They blend into the surrounding walls so they are not obtrusive.

Moving them would take up valuable space used for staging cars for repair, thus decreasing productivity.

The blind spots created by moving them would create a hazardous situation.

In summary, the location that they are currently in has proved to be both a safe and nondescript location.

Thank you for your consideration,

Henry Van Antwerp

Parts Manager

Loral Monson

Lot Manager

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JUL 28 2011
City of Las Vegas

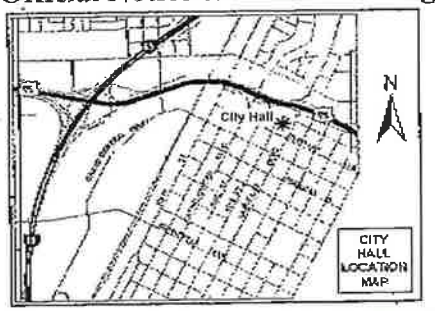
SUP-42678

7150 West Sahara • Las Vegas, NV 89117 • Phone 702-938-1400 • Fax 702-938-1417

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42678

Planning Commission Meeting of 9/13/2011

ALL CAR DEALERS WILL WANT THE SAME THING!!

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 01 2011
MAILED FROM ZIP CODE 89101

Gary Ackerman

Case: SUP-42678
16303805002
SILVER STATE FORD
2121 E SAHARA AVE
LAS VEGAS NV 89104-4117 89104-4117

27 MRDFN11 89104

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SEP - 7 2011

28
P

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 19, 2011

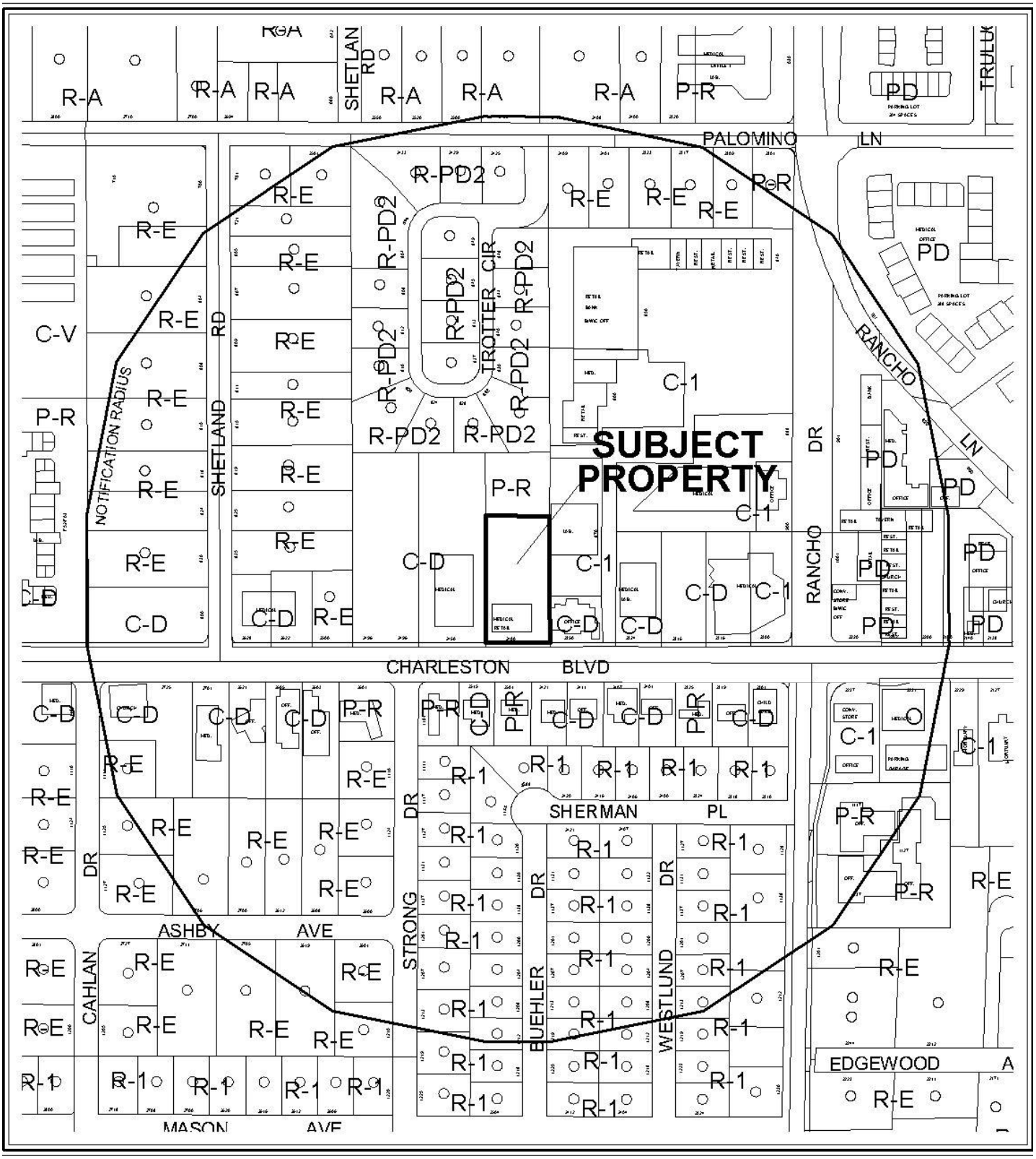
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-42682 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: EMERALD RE, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 20-FOOT TALL, 4,939 SQUARE-FOOT SINGLE-STORY OFFICE, MEDICAL WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW ZERO FEET ALONG THE WEST AND NORTH PERIMETERS WHERE EIGHT FEET IS REQUIRED on 1.17 acres at 2400 West Charleston Boulevard (APN 139-32-802-026), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 13, 2011 Planning Commission Meeting Item – SDR-42682



0 300 600 Feet

CASE: **SDR-42682**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N



CASE: **SDR-42682**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: EMERALD RE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-42682	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SDR-42682 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0068-71) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan date stamped 08/16/11, and building elevations date stamped 07/28/11, except as amended by conditions herein.

4. A Waiver from Title 19.08 is hereby approved, to allow a zero landscape buffer along the west and north perimeter where an eight-foot wide landscape buffer is required.

5. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 08/16/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

6. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

9. 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).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.08.040.

12. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

13. 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.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Remove all substandard sidewalk improvements, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. The existing “pan style” driveways accessing this site may remain.

16. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Obtain an Occupancy Permit from the Nevada Department of Transportation (NDOT) for all new private improvements, if any, in the West Charleston Boulevard public right-of-way adjacent to this site prior to constructing any improvements within NDOT jurisdiction.

18. The east driveway shall be ingress only. The west driveway shall be egress only with appropriate joint access agreements between the two adjoining parcels, unless the applicant demonstrates to the satisfaction of the City Traffic Engineer that such restrictions are infeasible.

19. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

Staff Report Page One
October 19, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to demolish a vacant 5,864 square-foot office building and replace it with a new single-story, 4,939 square-foot medical building at 2400 W. Charleston Boulevard. This project meets the setback and parking requirements outlined in Title 19. Staff supports the application request, as it conforms to the General Plan and overlay for the area. If the application is denied, the existing building will remain and no new construction could take place.

ISSUES

- A Waiver is required to allow a zero-foot landscape buffer along the west and north perimeters where eight feet is required. Staff supports the request since an existing access easement along the west and north perimeter prevents the applicant from meeting the required landscape buffer standards.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/25/68	The City Council approved a Variance (V-0012-68) for a 10 bed rest home with parking in the front and to allow no six-foot tall block wall where one is required at 2400 West Charleston Boulevard. The Planning Commission recommended denial and staff recommended approval.
04/15/70	The City Council approved Rezoning (Z-0016-70) from R-E (Residential Estates) to C-D (Designed Commercial) at 2400 West Charleston Boulevard. Staff recommended approval. Expired six months later without being exercised.
11/17/71	The City Council approved Rezoning (Z-0068-71) from R-E (Residential Estates) to C-D (Designed Commercial) at 2400 West Charleston Boulevard. Staff recommended approval.
06/19/02	The City Council approved General Plan Amendment (GPA-0047-01) to amend portions of the Southeast Sector map of the General Plan in the general vicinity of the Charleston Boulevard/Rancho Drive intersection from: SC (Service Commercial) to: O (Office); from R (Rural Density Residential) to DR (Desert Rural Density Residential); from O (Office) to DR (Desert Rural Density Residential) and; from L (Low Density Residential) to DR (Desert Rural Density Residential) as recommended in the Rancho Charleston Land Use Study and Strategic Plan. The Planning Commission and staff recommended approval.
09/13/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 30/yk).

YK

Most Recent Change of Ownership	
07/13/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/17/09	A Business License (B05-00170-2-007110) was issued for a Beauty Shop at 2400 West Charleston Boulevard. Expired 03/24/11.

Pre-Application Meeting	
07/19/11	Staff met with the applicant and reviewed the requirements for a Site Development Plan Review application. A Waiver for perimeter landscape buffer widths and an Exception for the number of perimeter and parking lot trees are required.

Neighborhood Meeting
No neighborhood meeting was required, nor was one held.

Field Check	
08/04/11	Staff conducted a field visit to the site and found a vacant building. The property was clean and being maintained.

Details of Application Request	
Site Area	
Net Acres	1.17

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Medical or Dental	O (Office)	C-D (Designed Commercial)
North	Parking, Commercial	O (Office)	P-R (Professional Office and Parking)
South	Office, Medical or Dental	O (Office)	C-D (Designed Commercial) and P-R (Professional Office and Parking)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Office, Medical or Dental	O (Office) and SC (Service Commercial)	C-D (Designed Commercial) and C-1 (Limited Commercial)
West	Office, Medical or Dental	O (Office)	C-D (Designed Commercial)

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		N/A
A-O (Airport Overlay) District 175 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Unified Development Code Title 19.00.100 (C) and Title 19.08.050 (C), the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	165 Feet	Y
Min. Setbacks			
• Front	25 Feet	25 Feet	Y
• Side	10 Feet	30 Feet	Y
• Corner	15 Feet	N/A	N/A
• Rear	25 Feet	245 Feet	Y
Max. Lot Coverage	30 %	9.4 %	Y
Max. Building Height	20 Feet	20 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Unified Development Code Title 19.00.100(C) and Title 19.12.040 the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	6 Trees	0 Trees	N
• South	1 Tree / 20 Linear Feet	6 Trees	6 Trees	Y
• East	1 Tree / 30 Linear Feet	11 Trees	11 Trees	Y
• West	1 Tree / 30 Linear Feet	11 Trees	0 Trees	N
TOTAL PERIMETER TREES		**34 Trees**	**17 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	21 Trees	21 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N
• South	15 Feet		25 Feet	Y
• East	8 Feet		8 Feet	Y
• West	8 Feet		0 Feet	N

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	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	
Office, Medical or Dental	4,939 SF	1 per 200 SF up to 2,000 SF, plus 1 for each additional 175 SF	27				
TOTAL SPACES REQUIRED			27		71		Y

YK

Regular and Handicap Spaces Required	25	2	65	6	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
To provide an 8-foot wide landscape buffer along the west perimeter.	To provide a zero-foot landscape buffer along the west perimeter.	Approval
To provide an 8-foot wide landscape buffer along the north perimeter.	To provide a zero-foot landscape buffer along the north perimeter.	Approval

ANALYSIS

Development conforms to all C-D (Designed Commercial) requirements. As the site is zoned C-D (Designed Commercial), the old Title 19 C-D (Designed Commercial) requirements apply until the site is rezoned. The site has ample parking and the applicant is providing twice the number of handicap parking spaces than Title 19.12 requires for an Office, Medical or Dental use. The existing parking lot will be restriped and include additional landscaping to bring the parking lot up to current Title 19 design standards.

The parcel has two existing cross access easements, one along the entire west perimeter and one along the entire north perimeter. These easements prohibit the applicant from installing the required eight-foot wide landscape buffers along these two perimeters. The applicant has requested waivers from these standards and staff supports the request due to the conditions of the site. The applicant has also relocated the trash enclosure to the center of the parking lot and is bringing it up to current Title 19 development standards.

The proposed building is a 20-foot tall, single-story modern design with a flat roof. The façade will be covered with stucco and painted with earth tone colors in two shades. The roof will be framed with a molded cornice painted in a lighter earth tone to complement the overall style of the design.

The project meets Goal 2 of the Reurbanization Section of the Las Vegas 2020 General Plan which states: “Mature neighborhoods will be sustained and improved through appropriate and selective high quality redevelopment and preservation.” The project also meets all development requirements outlined in the Rancho/Charleston Land Use Study. For these reasons, staff supports the requested application.

FINDINGS (SDR-42682)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Medical Office development is compatible with the adjacent development and development in the area.

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 site is consistent with the General Plan, Unified Development Code Title 19.00.100(C) and Title 19.12.040, and other duly-adopted city plans, policies and standards with exception of the requested Waivers, which are supported by staff.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Charleston Boulevard, a 100-foot Primary Arterial. The site access and circulation do not impact the adjacent roadways or neighborhood traffic and it is within an existing commercial property.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building and landscaping material is appropriate for the area and for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations, architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance. They create an orderly and aesthetically pleasing environment and are harmonious and compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety, and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 148 (By City Clerk)

APPROVALS 1

PROTESTS 8

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-42682 APN: 139-32-802-026

Name of Property Owner: Emerald RE, LLC

Name of Applicant: Same as Owner

Name of Representative: Affordable Concepts, Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Carlos R Anaya MD

Print Name: Carlos R. Anaya MD

Subscribed and sworn before me

This 27 day of July, 2011

Miriam Jimenez

Notary Public in and for said County and State

MIRIAM JIMENEZ
Notary Public State of Nevada
No. 07-1780-1
My appt. exp. Feb. 1, 2015

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JUL 28 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) 2400 West Charleston Blvd.

Project Name San Carlos Medical Office **Proposed Use** Medical Office

Assessor's Parcel #(s) 139-32-802-026 **Ward #** 1

General Plan: existing O proposed O **Zoning:** existing C-D proposed C-D

Commercial Square Footage 4,939 **Floor Area Ratio** 9.4 %

Gross Acres 1.17 **Lots/Units** 1 **Density**

Additional Information

PROPERTY OWNER Emerald RE, LLC **Contact** Carlos Anaya M.D.

Address 7370 Bachelors Button Dr. **Phone:** 524-0705 **Fax:** 320-7932

City Las Vegas **State** Nevada **Zip** 89131

E-mail Address canaya73@yahoo.com

APPLICANT Same as Owner **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE Affordable Concepts, Inc. **Contact** Jim Ash

Address 2975 West Lake Mead Blvd. **Phone:** (702) 399-3330 **Fax:** (702) 399-1930

City North Las Vegas **State** Nevada **Zip** 89032

E-mail Address jash@acilv.com

Property Owner Signature* Carlos Anaya MD

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Carlos E. Anaya MD

RECEIVED
JUL 28 2011
City of Las Vegas

Subscribed and sworn before me

This 27 day of July 20 11

Miriam Jimenez

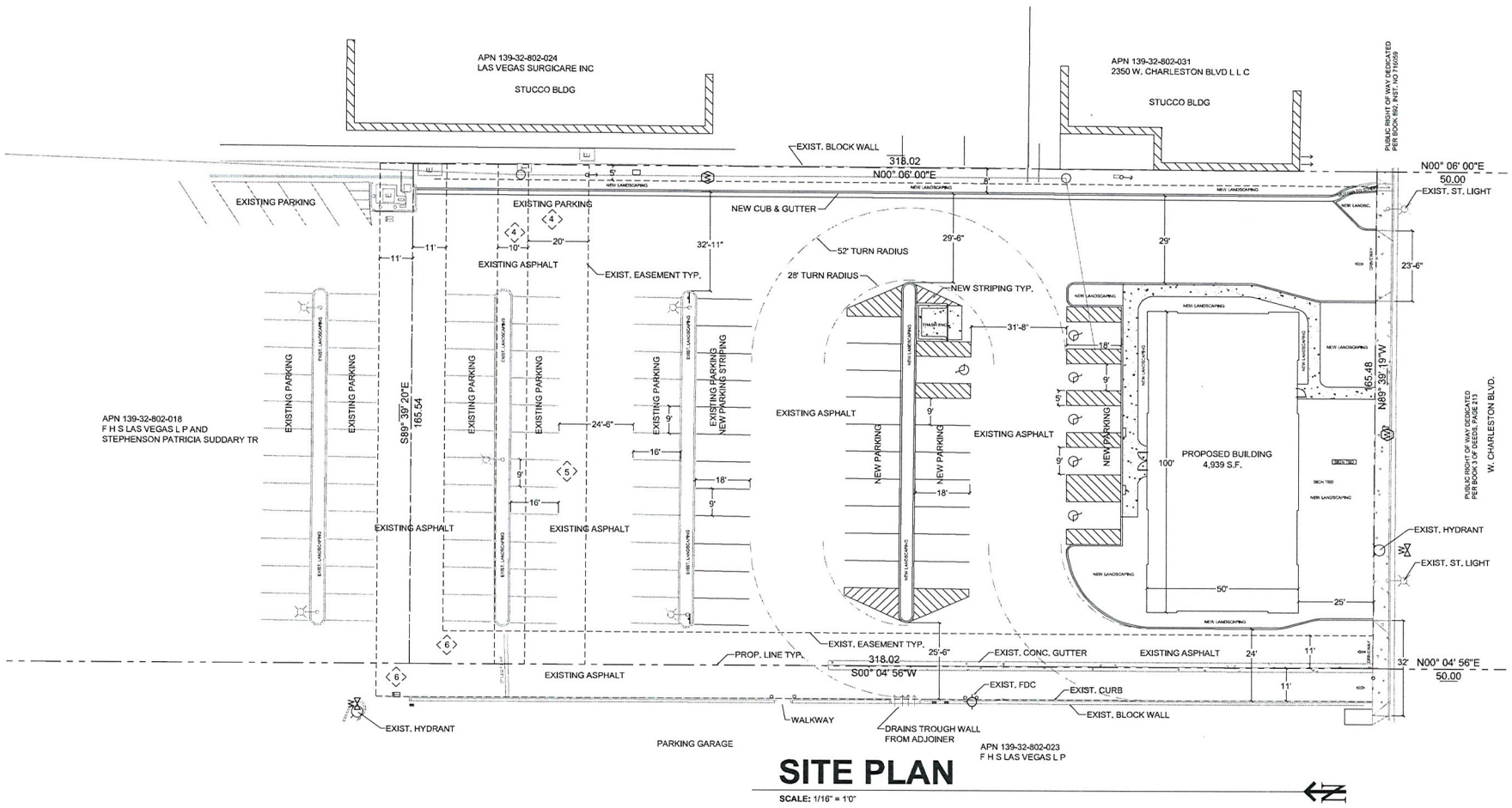
Notary Public in and for said County and State

MIRIAM JIMENEZ
Notary Public State of Nevada
No. 07-1780-1
My appt. exp. Feb. 1, 2015

FOR DEPARTMENT USE ONLY

Case #	SDR-42182
Meeting Date:	9/13/11
Total Fee:	$1,030
Date Received:*	7/28/11
Received By:	B. S.

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.



SITE PLAN

SCALE: 1/16" = 1'0"

LAND USE:

PROPERTY AREA:	52,629 S.F.
BUILING AREA:	4,939 S.F.
RATIO OF BUILDING TO PROPERTY S.F.	9.4%

PARKING ANALYSIS:

REQUIRED PARKING:

MEDICAL OFFICE USE (4,939 SF):	27 SPACES
	(6) H/C

PROVIDED PARKING:

EXISTING:	48 SPACES
NEW:	17 REG. SPACES
	6 H/C
TOTAL:	71 SPACES

City of Las Vegas
Department of Planning
RECEIVE
AUG 16 2011

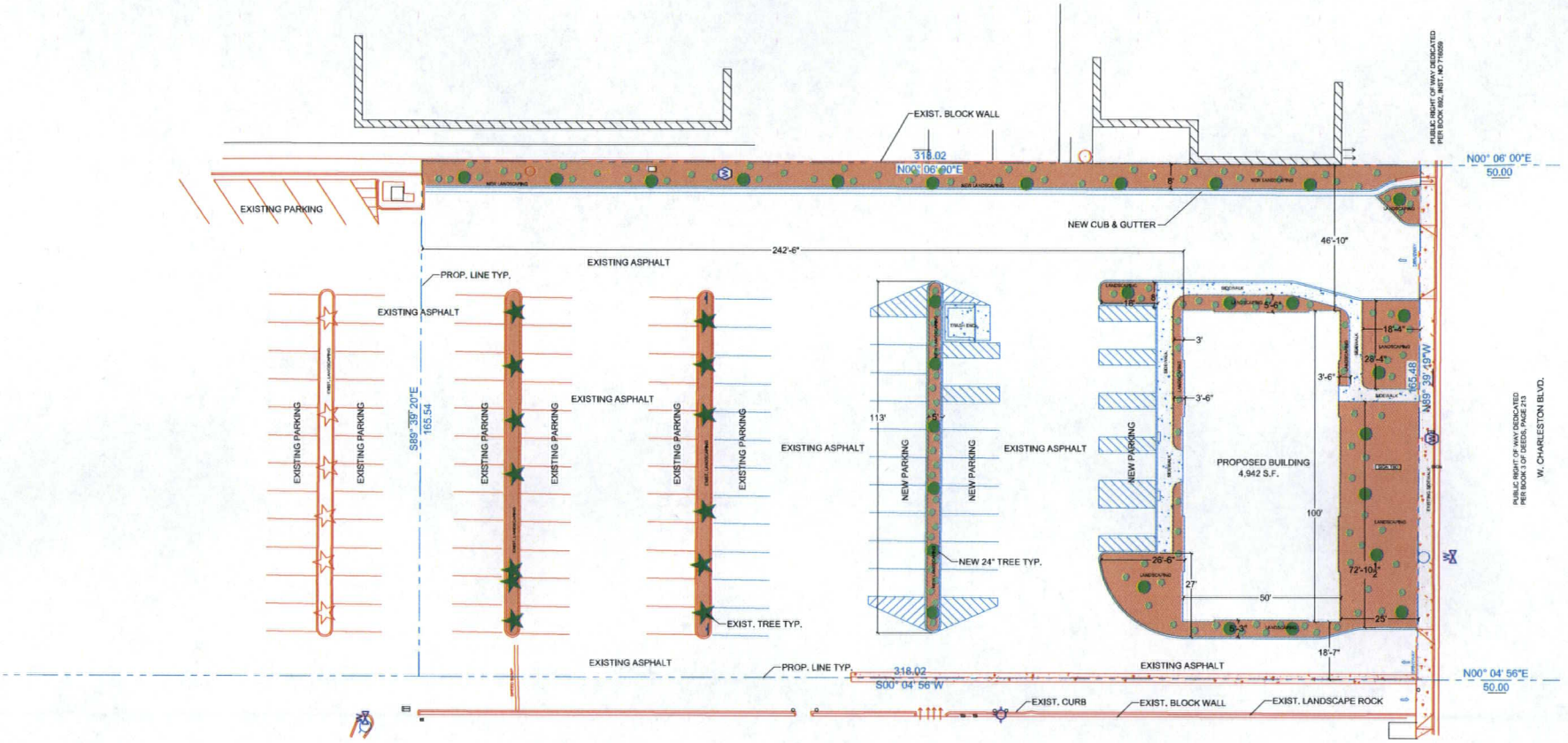
SDR-42682
REVISED

GENERAL CONTRACTOR:
AFFORDABLE CONCEPTS, INC.
2975 W. LAKE MEAD BLVD., SUITE #102
NORTH LAS VEGAS, NV. 89032
PHONE: 702/399-3330 FAX: 702/399-1930
LIC. #23287B

PROJECT NAME:
San Carlos Medical
2400 W. Charleston Ave.
Las Vegas, Nevada

DRAWN BY: J.F.A.
CHECKED BY: N/A
SCALE: N.T.S
DATE: 8/15/2011
REVISIONS

A-1



LANDSCAPE PLAN

SCALE: 1/16" = 1'0"

EXIST. TREE = 13

NEW 24" BOX TREE - MESQUITE OR SIMULAR ALLOWED SPECIES = 29

NEW 5 gal SHRUB - BOTTLE BRUSH OR SIMULAR ALLOWED SPECIES = 133

ALL NEW LANDSCAPE AREAS TO INCLUDE 1/2" TO 3/4" LANDSCAPE ROCK GROUND COVER

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AFFORDABLE CONCEPTS, INC.
2975 W. LAKE MEAD BLVD., SUITE #102
NORTH LAS VEGAS, NV. 89032
PHONE: 702/399-3330 FAX: 702/399-1930
LIC. #23287B

PROJECT NAME:
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2400 W. Charleston Ave.
Las Vegas, Nevada

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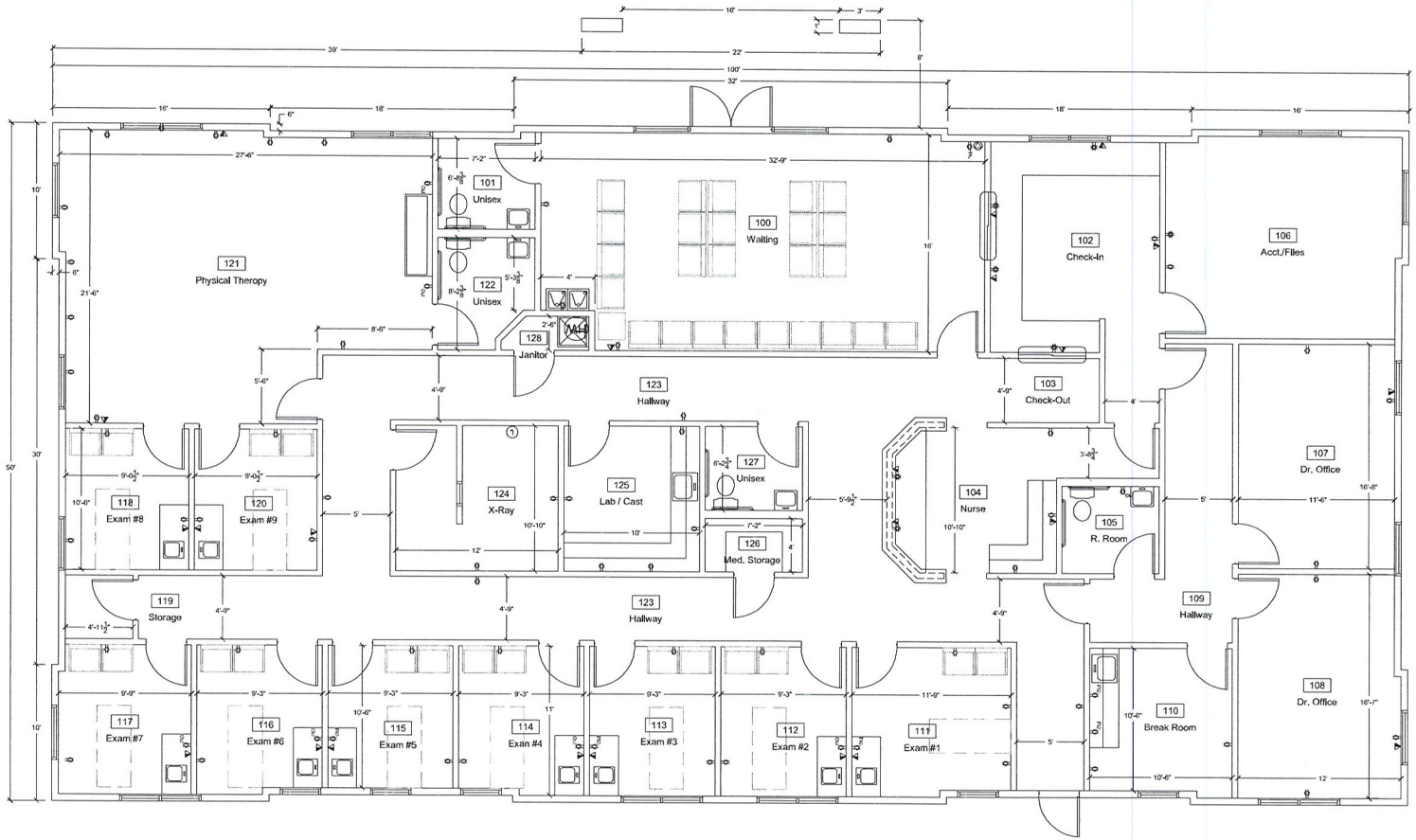
REVISIONS

L-1



FLOOR PLAN

SCALE: 1/4"=1'0"

OCCUPANCY GROUP: B

BUILDING TYPE: V-B

AREA ALLOWED-TABLE 503.(BASED B):	9,000 S.F.
ACTUAL TOTAL BUILDING AREA:	4,939 S.F.
ACTUAL T.I. AREA:	4,792 S.F.
"B" OCCUPANT LOAD (4,792 S.F./100):	47.9
TOTAL OCCUPANT LOAD:	48.0

GENERAL CONTRACTOR:
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NORTH LAS VEGAS, NV. 89032
PHONE: 702/399-3330 FAX: 702/399-1930
LIC. #23287B

PROJECT NAME:
San Carlos Medical
2400 W. Charleston Ave.
Las Vegas, Nevada

DRAWN BY: J.E.A.
CHECKED BY: N/A
SCALE: N.T.S
DATE: 7/27/2011
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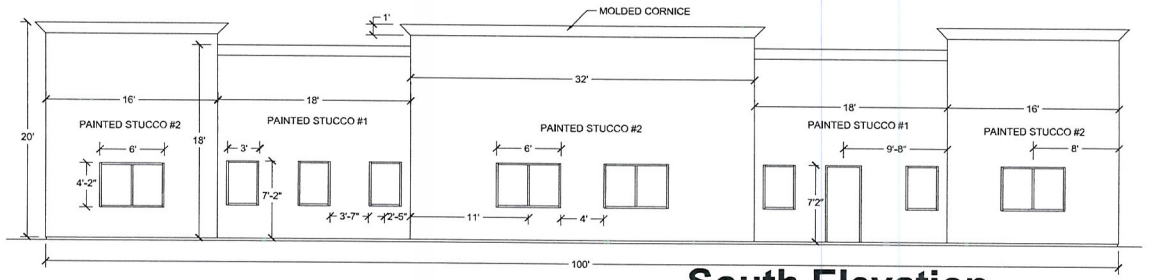


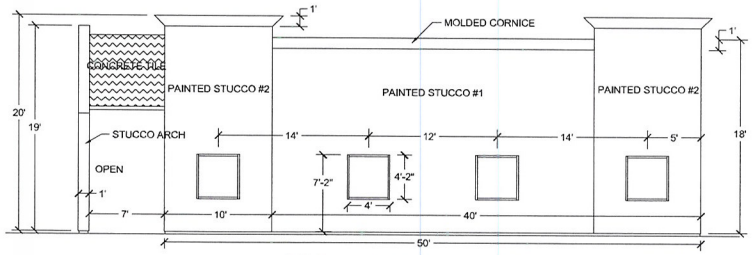
South Elevation

SCALE: 3/16"=1'0"

PAINTED STUCCO #1 = DARKER EARTH TONE COLOR

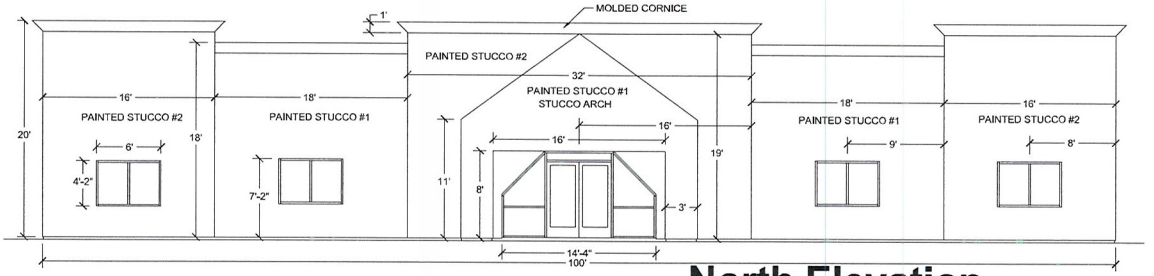
PAINTED STUCCO #2 = MED. EARTH TONE COLOR

MOLDED CORNICE = LIGHT EARTH TONE COLOR



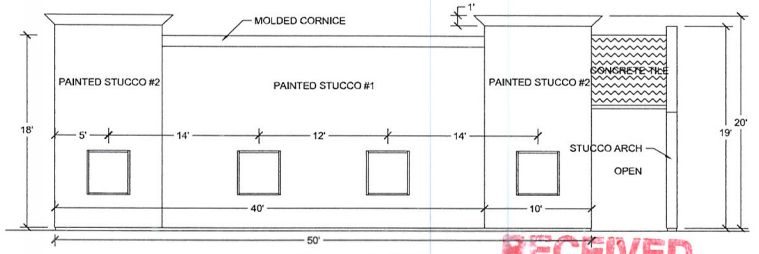
West Elevation

SCALE: 3/16"=1'0"



North Elevation

SCALE: 3/16"=1'0"



East Elevation

SCALE: 3/16"=1'0"

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City of Las Vegas

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GENERAL CONTRACTOR:
AFFORDABLE CONCEPTS, INC.
2975 W. LAKE MEAD BLVD., SUITE #102
NORTH LAS VEGAS, NV. 89032
PHONE: 702/399-3330 FAX: 702/399-1930
LIC. #23287B

PROJECT NAME:
San Carlos Medical
2400 W. Charleston Ave.
Las Vegas, Nevada

DRAWN BY: J.E.A.
CHECKED BY: N/A
SCALE: N.T.S
DATE: 7/27/2011
REVISIONS

A-4



SDR-42682 - APPLICANT/OWNER: EMERALD RE, LLC
2400 WEST CHARLESTON BOULEVARD

08/04/11



SDR-42682 - APPLICANT/OWNER: EMERALD RE, LLC
2400 WEST CHARLESTON BOULEVARD

08/04/11



SDR-42682 - APPLICANT/OWNER: EMERALD RE, LLC
2400 WEST CHARLESTON BOULEVARD

08/04/11



SDR-42682 - APPLICANT/OWNER: EMERALD RE, LLC
2400 WEST CHARLESTON BOULEVARD

08/04/11

Affordable Concepts, Inc.
General Contractor

LICENSED GENERAL CONTRACTOR #57821AB (unlimited) & #23287B (unlimited)

2975 W. Lake Mead Blvd. North Las Vegas, Nevada 89032
Phone (702) 399-3330 Fax (702) 399-1930

Justification Letter

This application is for a Site Development Review of 2400 West Charleston Blvd. (APN # 139-32-802-026) based on the demolition of the existing 5,864 sf. office building and building a new 4,939 sf medical office building. The original structure built in the late 1950's was residential with a firt craw space below and then changed to commercial with a slab on grade addition on the south side of the building. Due to the 12" difference in floor elevation between the original structure and the addition, any new interior build out would be nearly impossible to construct and meet the current ANSI requirement for accessibility. The existing structure is old, and does not blend in with the new surrounding buildings without major exterior renovations. The existing building had been for sale for a long time and has been completely vacant since March of 2011.

The new medical office will have +/- 7 employees and the hours of operation will be from 9:00am to 6:00pm Monday through Saturday. San Carlos Medical currently leases a space for their existing office at 1815 E. Lake Mead Blvd., suite 200 North Las Vegas, Nevada. The only licensing required is a Nevada State Medical License which they currently hold at their current facility.

The proposed building will not be participating in the Green Building Program, will not be built to LEED standards, nor utilize any alternative energy sources. The site currently has connectivity for automobiles and pedestrians by means of the access easements along the West and North property lines. This project is not anticipating using any sustainable construction, will not provide for any bicycle parking or electric vehicle recharging facilities.

Emerald RE, LLC has been attempting to purchase the property and build the proposed new building for +/- 6 months, however, due to ever changing requirements from the original lender, the buyer had to finally switch lenders to get funded. San Carlos Medical will be the occupant of the building once complete and currently leases an office space in North Las Vegas, the lease is set to expire in February of 2012 which is imposing very tight time constraints to get this project approved and built.

The budget and time for this project is very limited, therefore, we are asking for the ability to use as much of the existing site improvements as allowed. The existing "curb cuts" when originally constructed met the standards at the time, however, they do not meet the latest standards, but appear to meet the needs of the site. The existing West curb cut is 32' wide and is shared between this property and the west adjacent property and can accommodate two-way traffic with a 24' drive isle to be maintained. The existing East curb cut is 23'6" wide and marked with and entrance only sign, once on the property there will be a 24' drive isle to the rear parking. We plan to eliminate all of the existing angled parking along the East property line from the South up to the existing trash enclosure, which will allow us to provide the 24' drive isle and increase the landscaping along that property line to 12' instead of the required 8'. There is currently one section of double row parking that is only marked with lot striping, we propose to add an additional parking landscape island in this location to match the existing parking islands to the North and meet the parking/landscaping requires as close as possible. All of the new parking areas will meet the size requirements as required and the existing parking spaces along the south side of the south existing parking island will be increased to meet the latest size

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SDR-42682

requirements. The north side of that same landscape island and all spaces at the existing islands to the north currently do not meet the depth requirement and can not be increased as required because that would decrease the existing 24' drive isles to +/- 20'.

Due to the existing access easements along the West and North property line, it is not possible to meet the minimum 8' property line landscaping requirement, however, since we are adding the parking landscape island, have increased a portion of the East property line landscaping to 12' and the front landscaping is 25', we feel the site will satisfy the intent of the requirements adequately.

Sincerely,

James E. Ash
Representing the Property Owner
Emerald RE, LLC

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SDR-42682

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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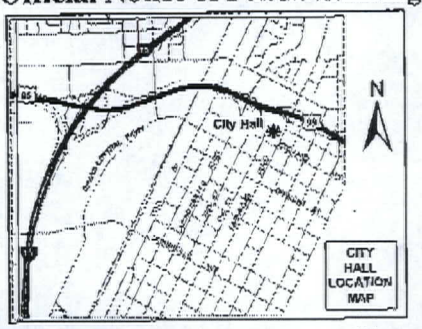

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

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Planning Commission Meeting of 9/13/2011

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SEP 14 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-42682

16205513001
GILLETT FAMILY TRUST
GILLETT TROY D & KATHRYNE L TRS
1207 STRONG DR
LAS VEGAS NV 89102-2100 89102-2100

32 HRDPN11 89102

09/14/2011 11:23 17022569688 CDC INC PAGE 02/02

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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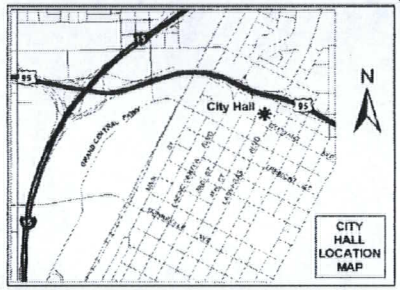

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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I AM OPPOSED TO LANDSCAPE + BUFFER WAIVERS.
I AM ALSO CONCERNED THAT PARKING IS SUFFICENT.

Case: SDR-42682
16205511001
REZA JAMES P & STACI D
1201 STRONG DR
LAS VEGAS NV 89102-2100 89102-2100

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Las Vegas, Nevada 89106

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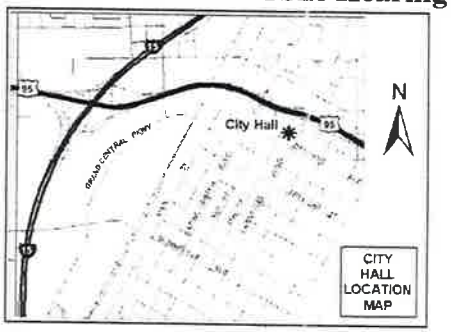

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

So do many neighbors

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Planning Commission Meeting of 9/13/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-42682
16205513010
YAKOUBOFF BIJAN TRUST
YAKOUBOFF BIJAN TRS
2706 ASHBY AVE
LAS VEGAS NV 89102-2135 89102-2135

32 HRDPN11 89102

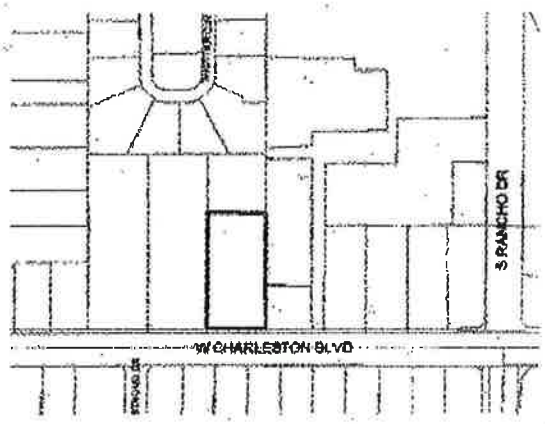
30P

Application Information

SDR-42682 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: EMERALD RE, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 20-FOOT TALL, 4,939 SQUARE-FOOT SINGLE-STORY OFFICE, MEDICAL WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW ZERO FEET ALONG THE WEST AND NORTH PERIMETERS WHERE EIGHT FEET IS REQUIRED on 1.17 acres at 2400 West Charleston Boulevard (APN 139-32-802-026), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian).

MRS. TARKANIAN (WARD 1 COMM.)
I HAVE CONCERNS W/ "0" LOT SEPARATION (PROP. LINES) ON NORTH PERIMETER WHERE 8' IS REQUIRED! LOOKING OUT FOR MY RESIDENTIAL NEIGHBORS! IF NO RESIDENTIAL ON WEST OR NORTH SIDES DISREGARD! THX!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***September 13, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD-386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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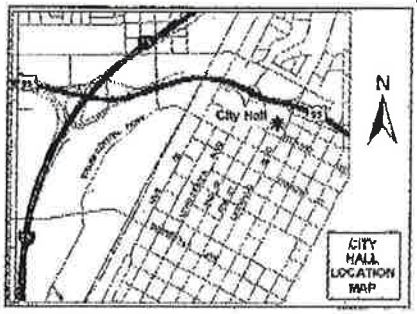

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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Planning Commission Meeting of 9/13/2011

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PLANNING & DEVELOPMENT

Case: SDR-42682
16205512017
CAVARETTA JOSEPH & GILDA D
1127 CAHLAN DR
LAS VEGAS NV 89102-2113 89102-2113

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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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Planning Commission Meeting of 9/13/2011

25 HRDFN11 89107

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13932810011 Case: SDR-42682
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828 TROTTER CIR
LAS VEGAS NV 89107-4501 89107-4501

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Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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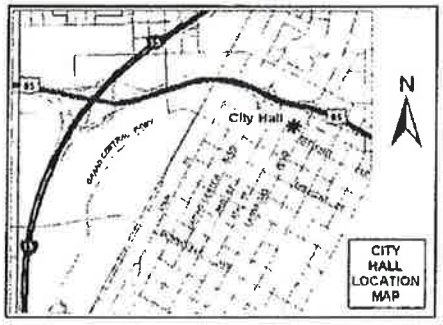

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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Planning Commission Meeting of 9/13/2011

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Case: SDR-42682

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RENTCHLER JOHN M
RAMAGE DANI LEE RENTCHLER
1201 S RANCHO DR
LAS VEGAS NV 89102-2216 89102-2216

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333 North Rancho Drive, 3rd Floor
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1137 SO RANCHO DR #120
LAS VEGAS NV 89102-2259 89102-2259

City of Las Vegas
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Las Vegas, Nevada 89106

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16205513046
MASON DAVID L
1137 SO RANCHO DR #120
LAS VEGAS NV 89102-2259 89102-2259

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City of Las Vegas
Department of Planning
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333 North Rancho Drive, 3rd Floor
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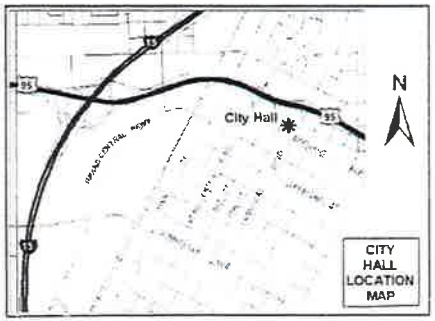

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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Planning Commission Meeting of 9/13/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-42682
13932801009
LOX OF BAGELS CORPORATION
11801 PRESTWICK RD
POTOMAC MD 20854-3631 20854-3631

2 HRDPM11 20854

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City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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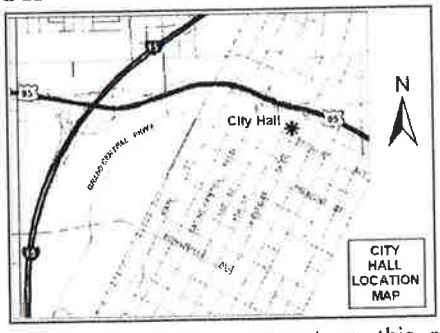

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-42682

Planning Commission Meeting of 9/13/2011

Case: SDR-42682
16205510028
PORTER TAD & MARY ANNE TRUST
PORTER MARY ANNE TRS
2601 ASHBY AVE
LAS VEGAS NV 89102-2101 89102-2101

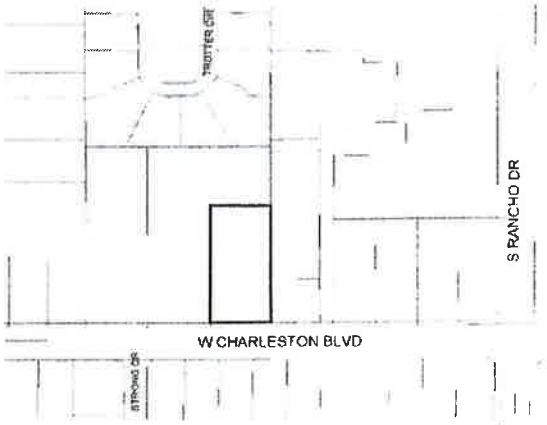
32 HRDFM11 89102

Application Information

SDR-42682 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: EMERALD RE, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 20-FOOT TALL, 4,939 SQUARE-FOOT SINGLE-STORY OFFICE, MEDICAL WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW ZERO FEET ALONG THE WEST AND NORTH PERIMETERS WHERE EIGHT FEET IS REQUIRED on 1.17 acres at 2400 West Charleston Boulevard (APN 139-32-802-026), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian).

Aren't there enough vacant medical offices on both sides of W. Chas. from Rancho to Valley Views?

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***September 13, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

30C

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

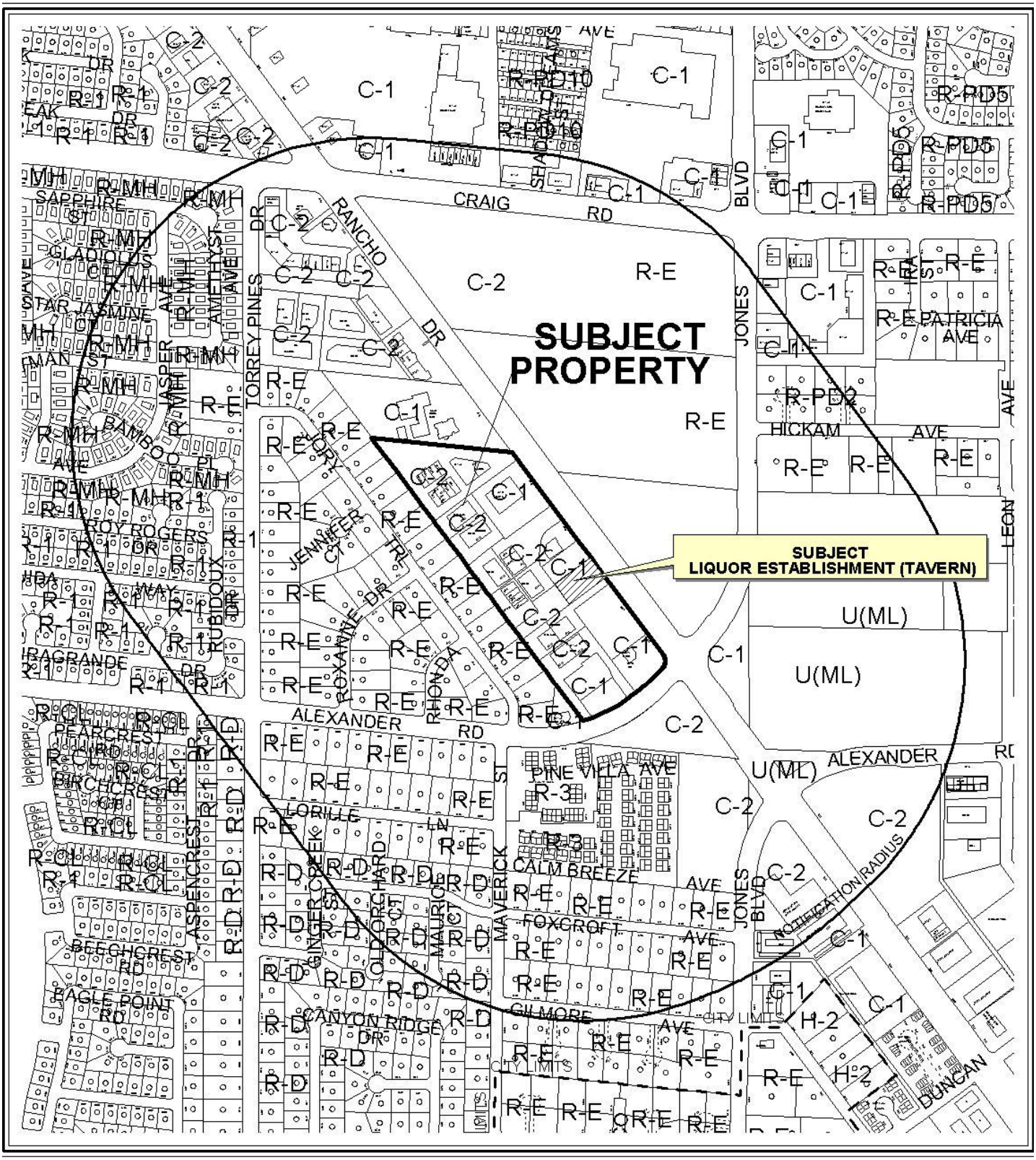
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-43097 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: BANK OF AMERICA - For possible action on a request for an Extension of Time FOR A NON-CONFORMING TAVERN at 4061 North Rancho Drive (APN 138-02-814-004), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter



0 300 600 Feet

CASE: **EOT-43097**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL) AND C-1 (Limited Commercial)

N

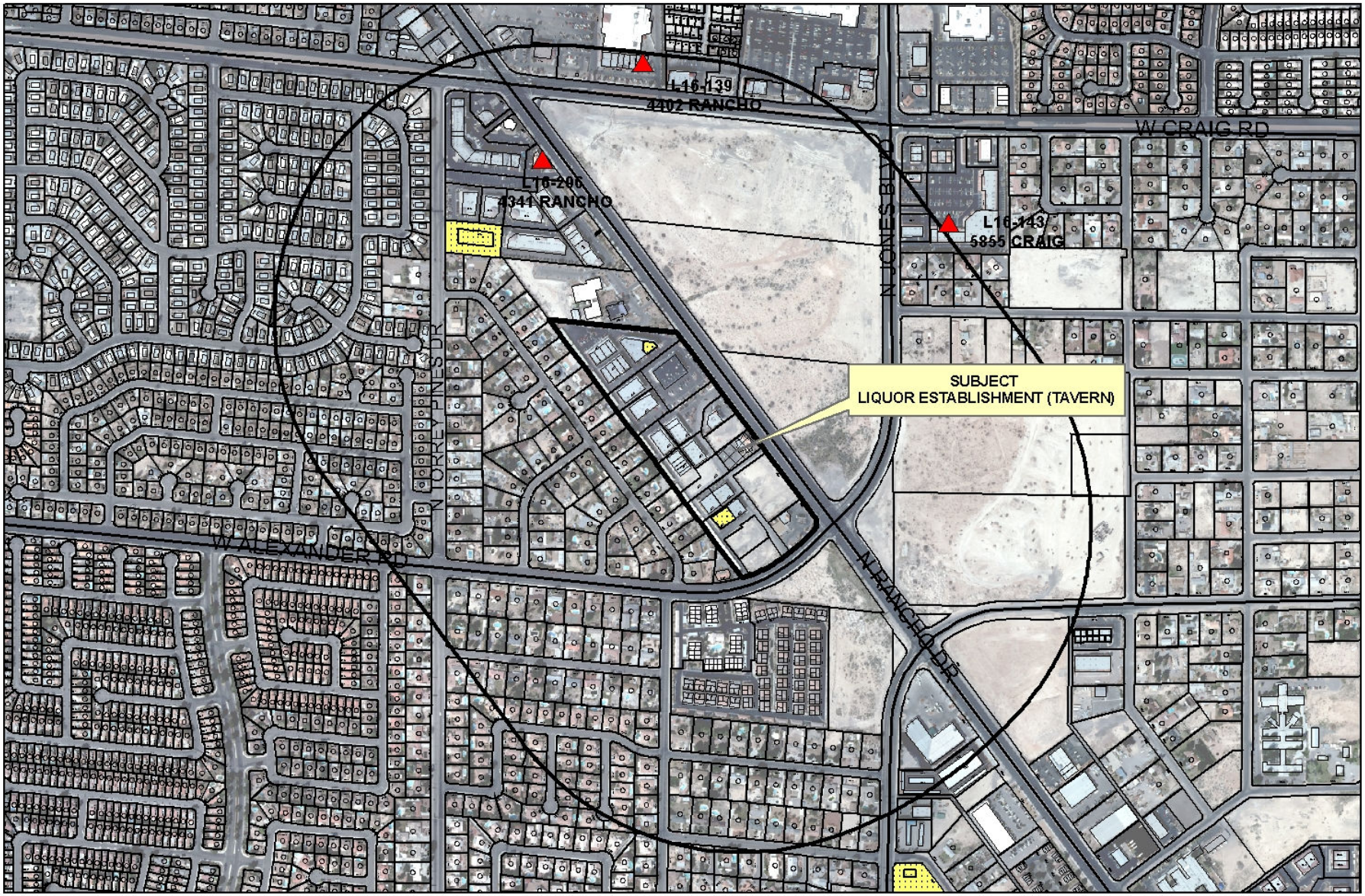


0 300 600 Feet

CASE: **EOT-43097**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL) AND C-1 (Limited Commercial)



EOT-43097

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 360 720 1,440 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: BANK OF AMERICA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43097	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-43097 CONDITIONS

Planning

1. This request for an Extension of Time for a non-conforming Tavern at 4061 North Rancho Drive shall expire on April 12, 2012 unless another extension of time is approved by City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Tavern and Restaurant at 4061 North Rancho Drive. On April 12, 2011, business license L16-00035 for a Tavern was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an extension of time as the property is currently in foreclosure and in order to market the property for its former use, the applicant requires time to find a potential buyer for the property. This request meets the intent of Bill 2010-40, Ordinance 6114; therefore, staff is recommending approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/17/96	The City Council approved a request for a Special Use Permit (U-0053-96) for a Tavern in conjunction with a proposed 5,000 square-foot restaurant and a request for a waiver of the 1,500 foot distance separation requirement from similar establishments on property located at 4100 Rancho Drive. The Board of Zoning Adjustments recommended approval.
03/23/98	The City Council approved a request for a Reinstatement and Extension of Time [U-0053-96(1)] for an approved Special Use Permit (U-0053-96) for a Tavern in conjunction with a proposed 5,000 square-foot restaurant at 4401 North Rancho Drive. The Planning Commission recommended approval.
04/23//98	The Planning Commission approved a request for a Site Development Plan Review (SD-0010-98) for a proposed 200,510 square-foot, one-story commercial retail center on property located on the northwest corner of Alexander Road and Rancho Drive. Staff recommended approval.
03/30/99	The Planning and Development Department administratively approved a request for a Site Development Plan Review [SD-0010-98(1)] for a proposed 37,560 square-foot commercial center on property located at the northwest corner of Alexander Road and Rancho Drive.

Most Recent Change of Ownership	
07/29/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/01/98	A business license (C20-01868) was issued for Convention Hall Tax at 4061 North Rancho Drive. The license was classified as out of business on 04/12/11.
12/01/98	A business license (G01-01869) was issued for Restricted Gaming at 4061 North Rancho Drive. The license was classified as out of business on 04/12/11.
12/01/98	A business license (L16-00035) was issued for a Tavern at 4061 North Rancho Drive. The license was classified as inactive on 04/12/11.
06/30/03	A business license (C05-02258) was issued for Tobacco Sales at 4061 North Rancho Drive. The license was classified as out of business on 04/12/11.
06/30/03	A business license (C08-01531) was issued for Amusement Machines at 4061 North Rancho Drive. The license was classified as out of business on 03/09/11.
09/19/08	A business license (R09-00901) was issued for a Restaurant at 4061 North Rancho Road. The license was classified as out of business on 04/12/11.
There have not been any recent building permits issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.65

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant building	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)
East	Undeveloped Land	SC (Service Commercial)	C-2 (General Commercial)
West	Undeveloped Land and Offices	SC (Service Commercial) and GC (General Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

On 07/17/96, the City Council approved a request for a Special Use Permit (U-0053-96) for a Tavern in conjunction with a 5,000 square-foot restaurant and waivers of the 1,500-foot distance separation requirement from similar type of establishments. Since the approval of the Special Use Permit (U-0053-96), three (3) religious facilities have located within the required 1,500-foot distance separation requirement, which now makes the subject site a non-conforming use. On April 12, 2011, business license L16-00035 for a Tavern was classified as out of business with no subsequent licenses applied for at the subject site. The Metropolitan Police Department received five (5) calls for service for the subject site within the last year, but none were directly related to the business.

On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property abandoned for a period of time greater than the applicable abandonment period to request an Extension of Time not to exceed the duration of the applicable abandonment period. A public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an extension of time as the property is currently in foreclosure and in order to market the property for its former use, the applicant requires time to find a potential buyer for the property. This request meets the intent of Bill 2010-40, Ordinance 6114; therefore, staff is recommending approval with a one-year time limit.

NOTICES MAILED 652 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43097** APN: 138-02-814-004

Name of Property Owner: Bank of Nevada

Name of Applicant: Bank of Nevada

Name of Representative: Anne Marie Berg

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: Anne Marie Berg

Print Name: Anne Marie Berg

Subscribed and sworn before me

This 30th day of August, 20 11

Donna Sicoli

Notary Public in and for said County and State

DONNA L. SICOLI
Notary Public State of Nevada
No. 02-76201-1
My appt. exp. June 17, 2014

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SEP 06 2011
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: EOT of Non-Conforming Tavern

Project Address (Location) 4061 N Rancho Dr. Las Vegas, NV 89108

Project Name Robert Wojewoda **Proposed Use** _____

Assessor's Parcel #(s) 138-02-814-004 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 5690 **Floor Area Ratio** _____

Gross Acres 0.65 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Bank of Nevada **Contact** Anne Marie Berg

Address 2700 W. Sahara Ave **Phone:** (702) 856-7219 **Fax:** (702) 362-2279

City Las Vegas **State** NV **Zip** 89102

E-mail Address Aberg@Torreypinesbank.com

APPLICANT Bank of Nevada **Contact** Anne Marie Berg

Address 2700 W. Sahara Ave. **Phone:** (702) 856-7219 **Fax:** (702) 362-2279

City Las Vegas **State** NV **Zip** 89102

E-mail Address Aberg@Torreypinesbank.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South 4th Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 383-8845

City Las Vegas **State** NV **Zip** 89101

E-mail Address Jroberts@Lionelsawyer.com

Property Owner Signature* _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Anne Marie Berg

Subscribed and sworn before me

This 30th day of AUGUST, 20 11.

_____

Notary Public in and for said County and State

DONNA L. SICOLI
Notary Public State of Nevada
No. 02-76201-1
My appt. exp. June 17, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-43097
Meeting Date:	10/19/11 CC
Total Fee:	$1,050
Date Received:*	9/6/11
Received By:	

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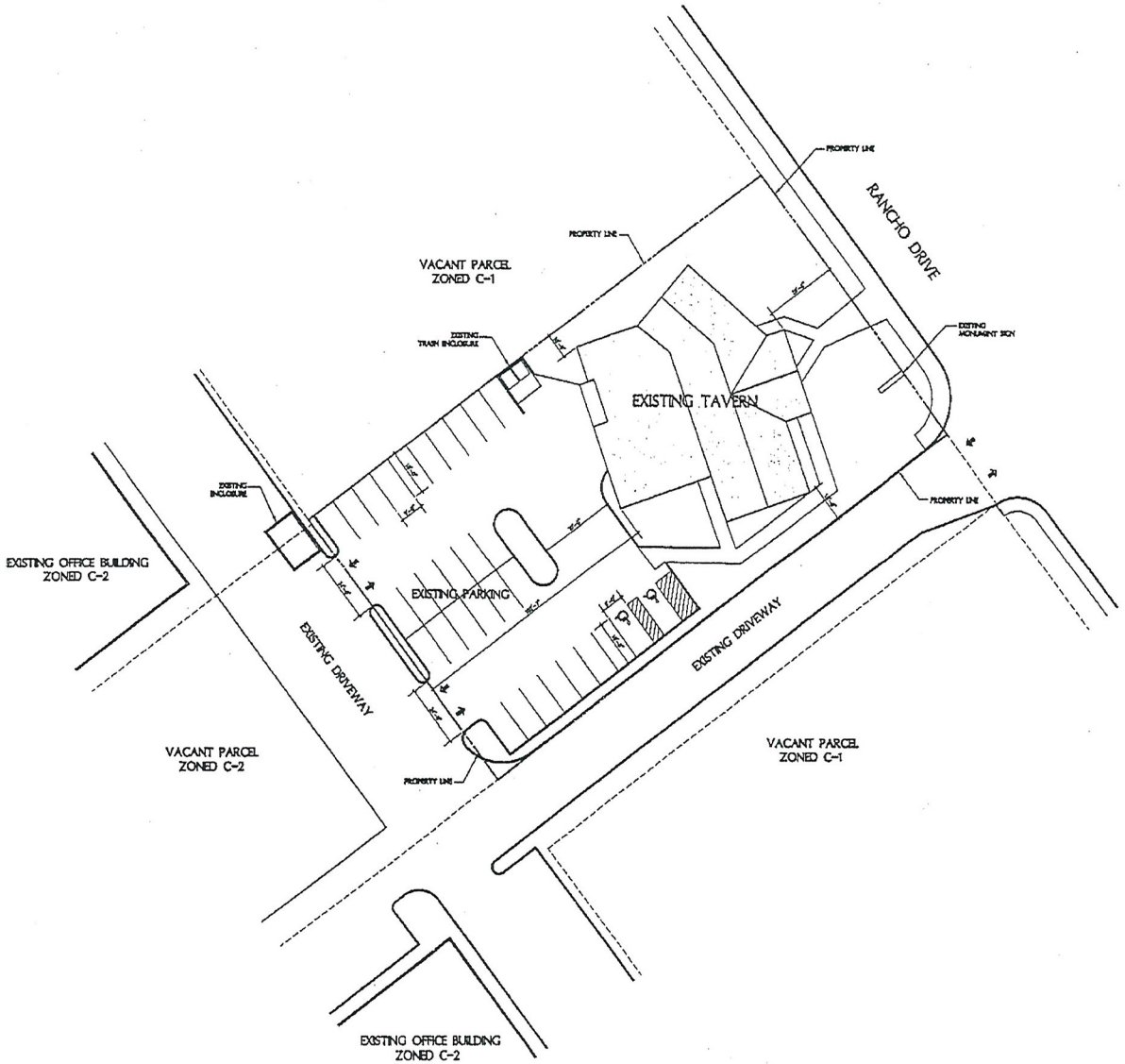
SEP 06 2011
City of Las Vegas

* 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.



PROPERTY OWNER

BANK OF NEVADA
2700 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89102

SITE ANALYSIS

A.P.N.	138-02-814-004
CURRENT ZONING:	C-1
SITE AREA (GROSS):	0.65 ACRES (28,125 SF)
LOT COVERAGE (NET):	20.2%

BUILDING ANALYSIS

TOTAL BUILDING AREA	5,673 SF

PARKING ANALYSIS

PARKING REQUIRED: (CITY OF LAS VEGAS)

LIQUOR ESTABLISHMENT (TAVERN) 1 SPACE/50 S.F. BAR AREA, 1 SPACE/200 SF OTHER	74 SPACES
ACCESSIBLE PARKING REQUIRED	3 SPACES
LOADING PARKING REQUIRED	1 SPACE

PARKING PROVIDED:

TOTAL PARKING PROVIDED	31 SPACES
ACCESSIBLE PARKING PROVIDED	2 SPACES
LOADING PARKING PROVIDED	0 SPACES

SITE NOTES

SUBJECT PARCEL IS A PORTION OF THE RANCHO TOWN & COUNTRY SHOPPING CENTER SUBDIVISION

EXISTING LANDSCAPING TO REMAIN

VICINITY MAP - LAS VEGAS



SITE PLAN 0 20 40 80

REVISIONS

4061 RANCHO DRIVE

LAS VEGAS, NEVADA

KGA ARCHITECTURE

CONSULTANTS

PROJECT: 4061 RANCHO DRIVE

SHEET CONTENTS: SITE PLAN

DATE: AUGUST 15, 2011

JOB NO.:

SHEET: AS1.01

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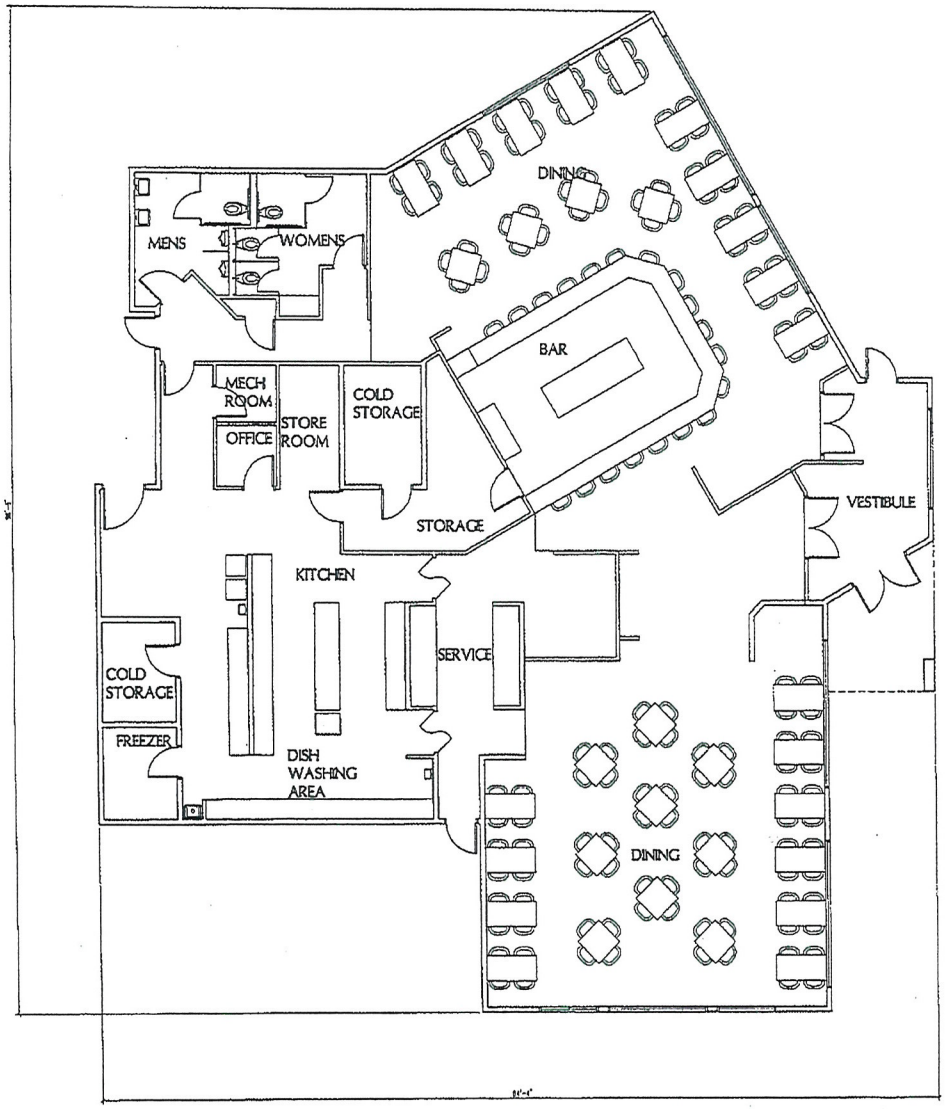
City of Las Vegas

EOT-43097



BUILDING ANALYSIS

TOTAL BUILDING AREA	5,673 SF
SEATING COUNT	151
OCCUPANT LOAD	152

FLOOR PLAN

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City of Las Vegas
EOT-43097

4061 RANCHO DRIVE
LAS VEGAS, NEVADA

KGA ARCHITECTURE

PROJECT
4061 RANCHO DRIVE

SHEET CONTENTS
FLOOR PLAN

DATE
AUGUST 15, 2011
JOB NO.

SHEET
A1.01

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Anne Marie Berg

EOT-43097

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SEP 06 2011

City of Las Vegas

RENO OFFICE: 1100 BANK OF AMERICA PLAZA, 50 WEST LIBERTY STREET • RENO, NEVADA 89501 • (775) 788-8666 • FAX (775) 788-8682
CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 841-2115 • FAX (775) 841-2119
WASHINGTON, DC OFFICE: 101 CONSTITUTION AVENUE NW, SUITE 800 • WASHINGTON, DC 20001 • (202) 742-4261 • FAX (202) 742-4285

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
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300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845

lsc@lionelsawyer.com

www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER
ERIN FLYNN
JENNIFER ROBERTS
MARK A. CLAYTON

MICHAEL D. KNOX
MEREDITH L. MARKWELL
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L. GALLAGHER
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER
KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD

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BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
JAMES B. GIBSON
JING ZHAO
JOHN D. TENNERT
MARLA DAVEE
STEVEN ANDERSON

OF COUNSEL
A. WILLIAM MAUPIN
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS

*ADMITTED IN CA ONLY

September 1, 2011

WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

VIA HAND DELIVERY

Planning Department
City of Las Vegas
Development Services Center
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: ***Application for Extension of Discontinued Use***

To Whom It May Concern:

I am writing on behalf of Bank of Nevada to respectfully request an extension of time to extend the allowable period of a discontinued, non-conforming use, pursuant to City of Las Vegas Municipal Code 19.16.30(A), as amended by Ordinance No. 6114. On April 12, 2011, the business licenses for the Cactus Club, a tavern/restaurant at 4061 North Rancho Drive, Las Vegas, NV 89108, were placed in inactive status. I understand that the location is non-conforming because a school and church may be within the prohibited distance to the former tavern.

This location was foreclosed upon by the current property owner on or about July 14, 2011. In order to market the property for its former use, the Bank of Nevada hereby seeks an extension to allow time to find a purchaser. As you aware, the current economic conditions have made it difficult to find prospective owners and, thus, additional time is needed to sell the property.

The proposed extension of time will not adversely affect surrounding properties, since the tavern/restaurant operated until earlier this year, and it would serve in the best interests of the community to have the premises occupied rather than remain vacant. Therefore, the extension of time on the approved tavern use would be appropriate and compatible with the area.

EOT-43097 RECEIVED
SEP 06 2011
City of Las Vegas

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Anne Marie Berg

EOT-43097

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SEP 06 2011

City of Las Vegas

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CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 841-2115 • FAX (775) 841-2119
WASHINGTON, DC OFFICE: 101 CONSTITUTION AVENUE NW, SUITE 800 • WASHINGTON, DC 20001 • (202) 742-4261 • FAX (202) 742-4285

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 19, 2011

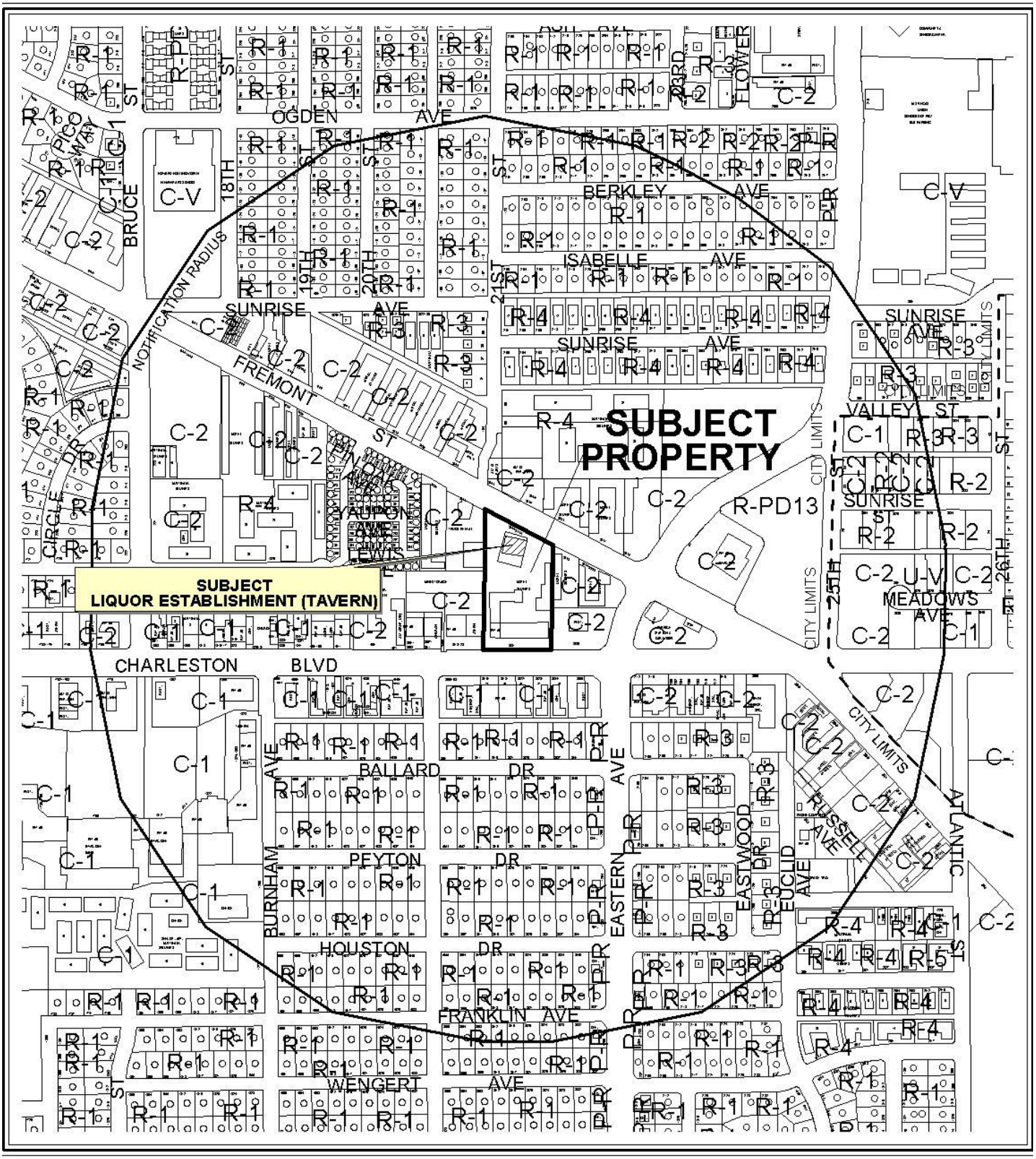
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-43119 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: MARY BARTSAS 22, LLC - For possible action on a request for an Extension of Time FOR A NON-CONFORMING TAVERN at 2100 Fremont Street (APN 139-35-803-015), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter



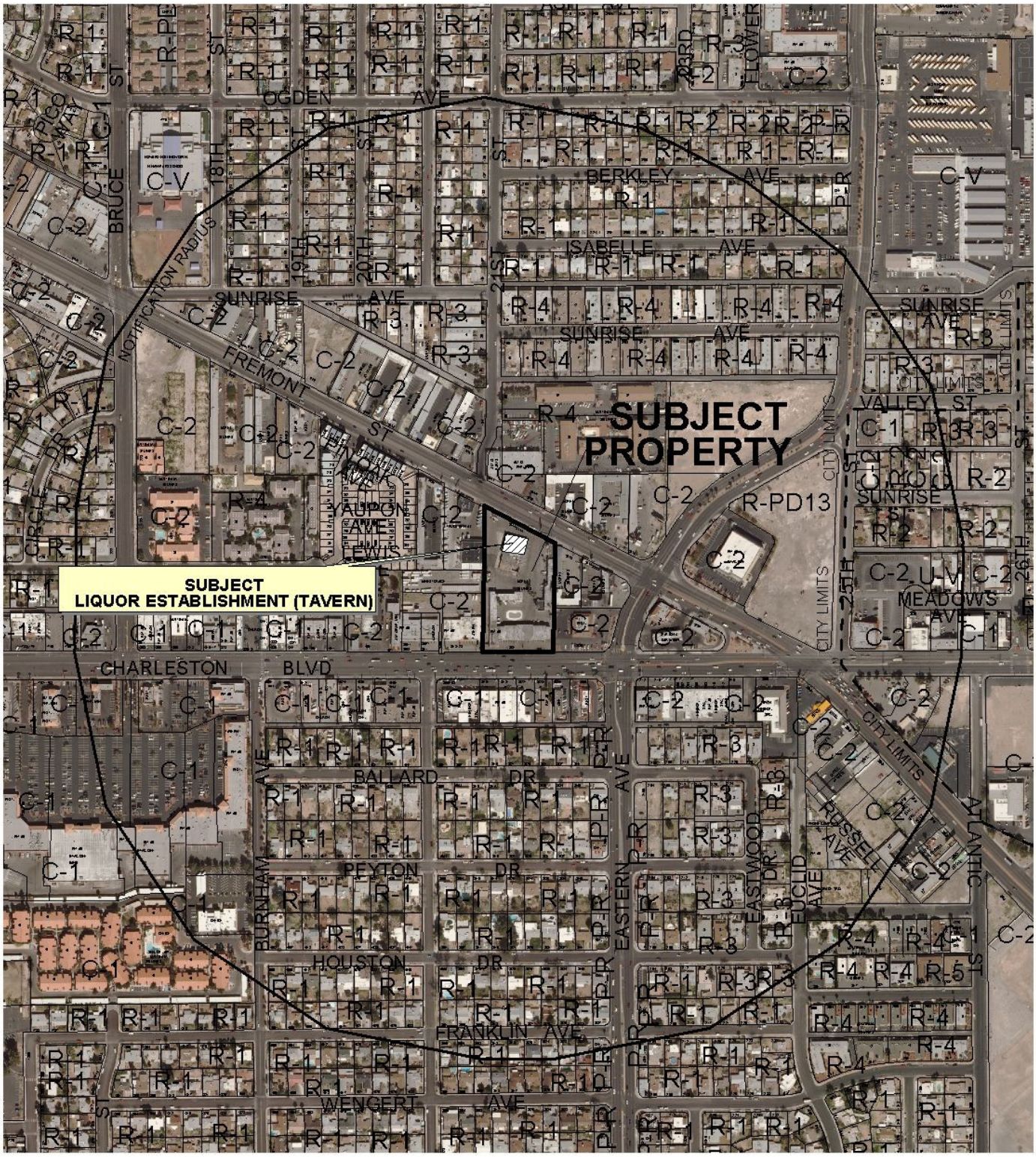
0 300 600 Feet

CASE: **EOT-43119**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



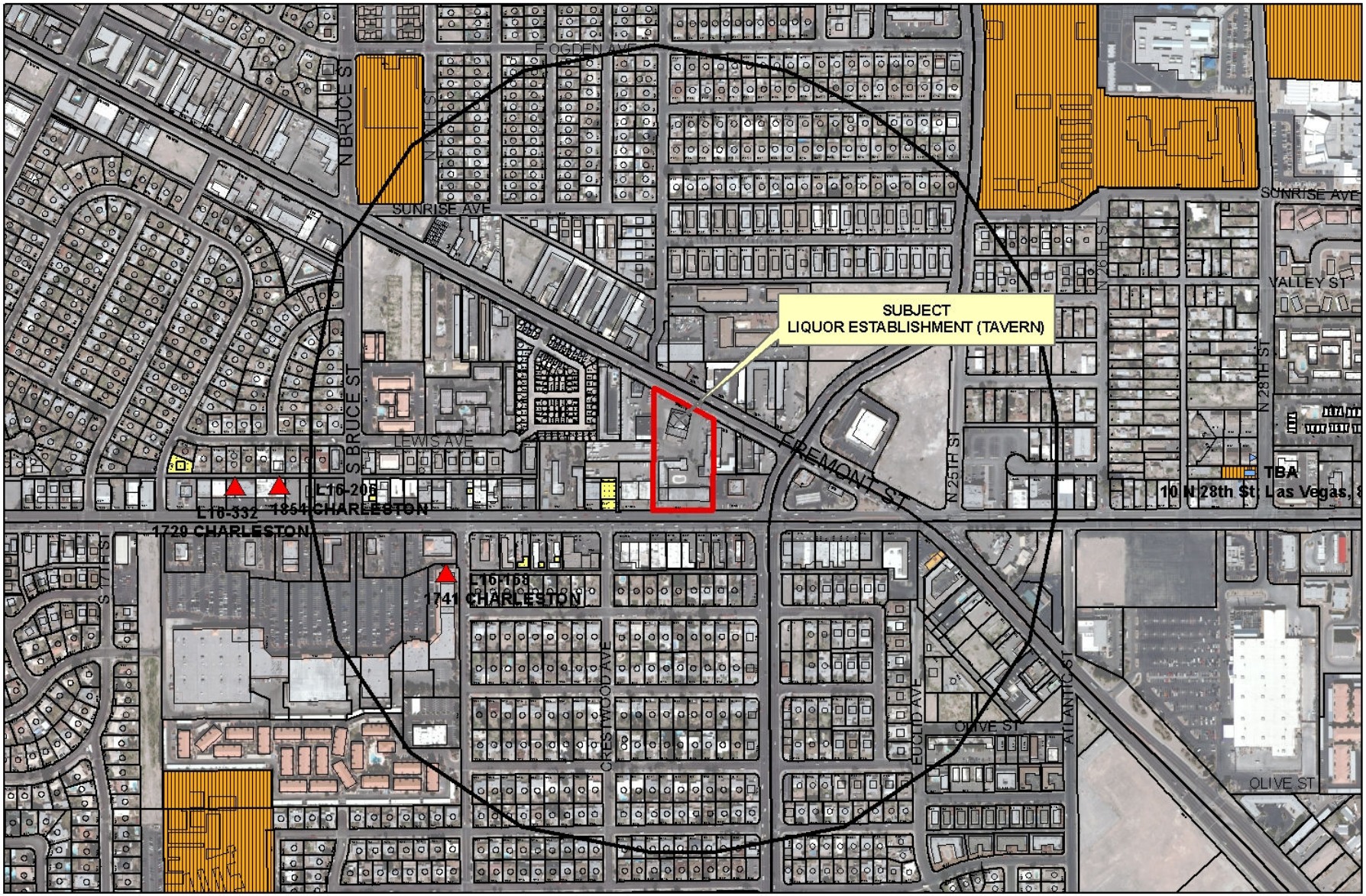
0 300 600 Feet

CASE: **EOT-43119**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



EOT-43119

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 287.5 575 1,150 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 19, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MARY BARTSAS 22, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43119	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

EOT-43119 CONDITIONS

Planning

1. This request for an Extension of Time for a non-conforming Tavern at 2100 Fremont Street shall expire on November 8, 2012 unless another Extension of Time is approved by City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Tavern at 2100 Fremont Street. On 11/08/10, business license L16-98316 for a Tavern was classified as inactive. There are six (6) religious facilities and a school less than 1,500 feet from the Tavern. Additionally, there have been numerous calls for service for the Metropolitan Police Department with the last year; however, none can be directly related to the business as it has been closed all but one day in the last year.

On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an Extension of Time to preserve the liquor license while developing a proposed retail center on the site and the adjoining properties. Though the applicant's license has been inactive for most of the previous year, the property appears to attract a significant amount of police activity, and a tavern has the potential to increase the number of calls for service. Additionally, as the tavern is located in close proximity to several protected uses; staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/05/01	The City Council approved a request for s Special Use Permit (U-0133-01) for a proposed Supper Club at 2100 Fremont Street. The Planning Commission recommended approval.
03/02/05	The City Council approved a request for a Special Use Permit (SUP-5802) for a proposed Supper Club at 2100 Fremont Street. The Planning Commission and staff recommended approval.
05/19/10	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-37467) from MXU (Mixed-Use) to C (Commercial) on 2.68 acres at 2100 Fremont Street. The Planning Commission and staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-37469) from R-4 (High Density Residential) to C-2 (General Commercial) on 3.75 acres on the west side of eastern Avenue, approximately 160 feet south of Sunrise Avenue.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/19/10	The City Council approved a related request for a Site Development Plan Review (SDR-37470) for a proposed 90,595 square-foot shopping center with waivers of the Downtown Centennial Plan setback standards and Title 19 building placement standards on 9.61 acres at the southwest and northwest corners of Fremont Street and Eastern Avenue.

Most Recent Change of Ownership	
10/31/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/22/08	A business license (C05-02623) was issued for Tobacco Sales at 2100 Fremont Street. The license was classified as out of business on 11/04/09.
07/22/08	A business license (C08-01806) was issued for Amusement Machines at 2100 Fremont Street. The license was classified as out of business on 11/04/09.
07/22/08	A business license (M06-03015) was issued for Miscellaneous Sales at 2100 Fremont Street. The license was classified as out of business on 11/04/09.
01/09/09	A business license (L16-00302) was issued for a Tavern at 2100 Fremont Street. The license was classified as inactive on 08/08/11.
10/06/10	A building permit was issued for a Non-Work Certificate of Occupancy at 2100 Fremont Street, Ste 110. The permit was finalized on 04/14/11.
10/15/10	A business license (L16-98316) was issued for a Tavern at 2100 Fremont Street. The license was classified as inactive on 11/08/10.

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	2.68

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Retail Establishments and Motel	C (Commercial)	C-2 (General Commercial)
North	Auto Repair Garage, Minor, and Auto Parts Sales	MXU (Mixed-Use)	C-2 (General Commercial)
South	Retail Establishments, Office	C (Commercial)	C-1 (Limited Commercial)
East	Motels, Restaurants	C (Commercial)	C-2 (General Commercial)
West	Truck Rental, Retail Establishments, Mini-Storage Facility	MXU (Mixed-Use)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (East Village)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a request for an Extension of Time of a non-conforming use for a former Tavern at 2100 Fremont Street. On 11/08/10, business license L16-98316 for a Tavern was classified as inactive. There are six (6) religious facilities and a school less than 1,500 feet from the Tavern. Additionally, there have 17 calls for service for the Metropolitan Police Department with the last year; however, none can be directly related to the business as it has been closed all but one day in the last twelve months.

On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. In accordance with Bill 2010-40, Ordinance 6114, a public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an Extension of Time to preserve the liquor license while developing a proposed retail center on the site and the adjoining properties. Though the applicant's license has been inactive for most of the previous year, the property appears to attract a significant amount of police activity, and a tavern has the potential to increase the number of calls for service. Additionally, as the tavern is located in close proximity to several protected uses; staff is recommending denial of this request.

NOTICES MAILED 563 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43119** APN: 139-35-803-015

Name of Property Owner: MARY BARTSAS 22, LLC

Name of Applicant: AARON HANSEN

Name of Representative: ARNOLD STALK

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: AARON HANSEN

Subscribed and sworn before me

This 6th day of September, 2011

_____

Notary Public in and for said County and State

JILL GRAVELLE
Notary Public State of Nevada
No. 05-95936-1
My appt. exp. Mar. 11, 2013

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: EXTENSION OF TIME

Project Address (Location) 2100 FREMONT ST.

Project Name CLUB 2100 **Proposed Use** CLUB 2100

Assessor's Parcel #(s) 139-35-603-015 **Ward #** _____

General Plan: existing C-2 proposed C-2 **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 61,000 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER MARI BARTSAS 22, LLC **Contact** AARON HANSEN

Address 601 RANCHO DRIVE C-23 **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89106

E-mail Address AHANSEN@BARTSASENTERPRISES.COM.

APPLICANT MARI BARTSAS 22, LLC **Contact** AARON HANSEN

Address 601 RANCHO DRIVE **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89106

E-mail Address _____

REPRESENTATIVE ARNOLD STALK **Contact** _____

Address 2701 ALTA DR. **Phone:** 624-5792 **Fax:** 243-2371

City LAS VEGAS **State** NV **Zip** 89107

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 AARON HANSEN

Subscribed and sworn before me

This 10th day of September, 2011.

Jill Gravelle

Notary Public in and for said County and State

JILL GRAVELLE
Notary Public State of Nevada
No. 05-95936-1
My appt. exp. Mar. 11, 2013

FOR DEPARTMENT USE ONLY

Case #	EOT-43119
Meeting Date:	10-19-11
Total Fee:	1050
Date Received:*	9-6-11
Received By:	FS

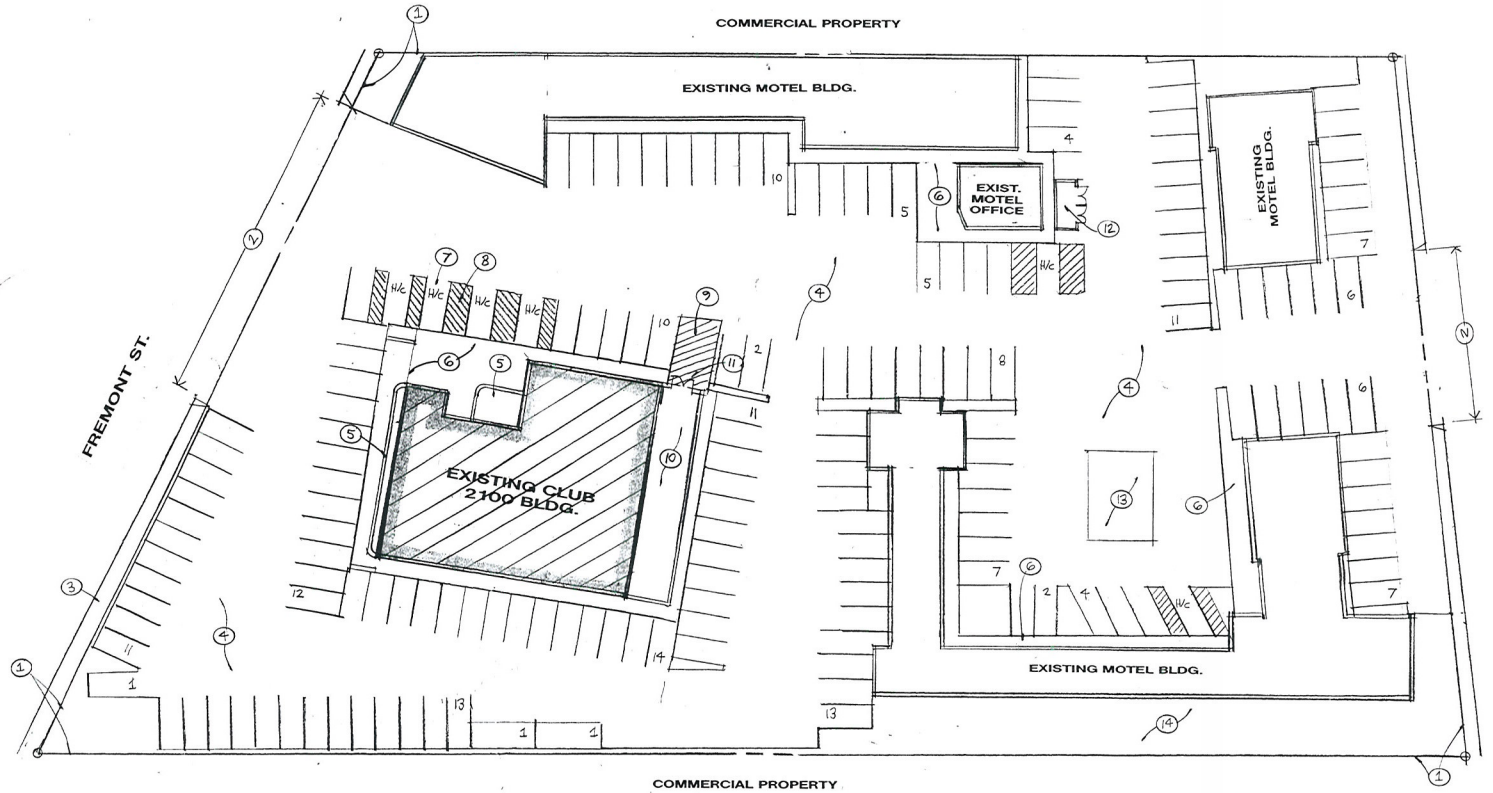
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

KEYNOTES

NOTE: ALL SITE FEATURES ARE EXISTING- NO NEW CONSTRUCTION-INTERIOR REMODEL OF CLUB 2100 ONLY

1. PROPERTY LINES
2. EXIST. CURB CUT
3. EXIST. SIDEWALK @ STREET
4. EXIST. ASPHALT DRIVEWAY
5. EXIST. PLANTER
6. EXIST. CONC. WALK
7. EXIST. HANDICAPPED PARKING SPACE W/ HANDICAPPED PARKING SIGN @ BACK OF SPECE
8. EXIST. H/C ACCESS AISLE- 5' OR 8' WIDE, AS SHOWN
9. EXIST. LOADING AREA
10. EXIST. BACK SERVICE YARD AREA- SEE BLDG. FLOOR PLAN
11. EXIST. GATE
12. EXIST. TRASH ENCL.
13. EXIST. POOL AREA
14. EXIST. ASPHALT AREA



EXISTING
SITE PLAN / LANDSCAPE PLAN

1"=20'-0"

TOTAL SITE PARKING = 171 SPACES

✳ NOTE: ALL SITE FEATURES ARE EXISTING

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EOT-43119

REVISIONS	BY

"CLUB 2100"
2100 FREMONT STREET
LAS VEGAS, NV 89101

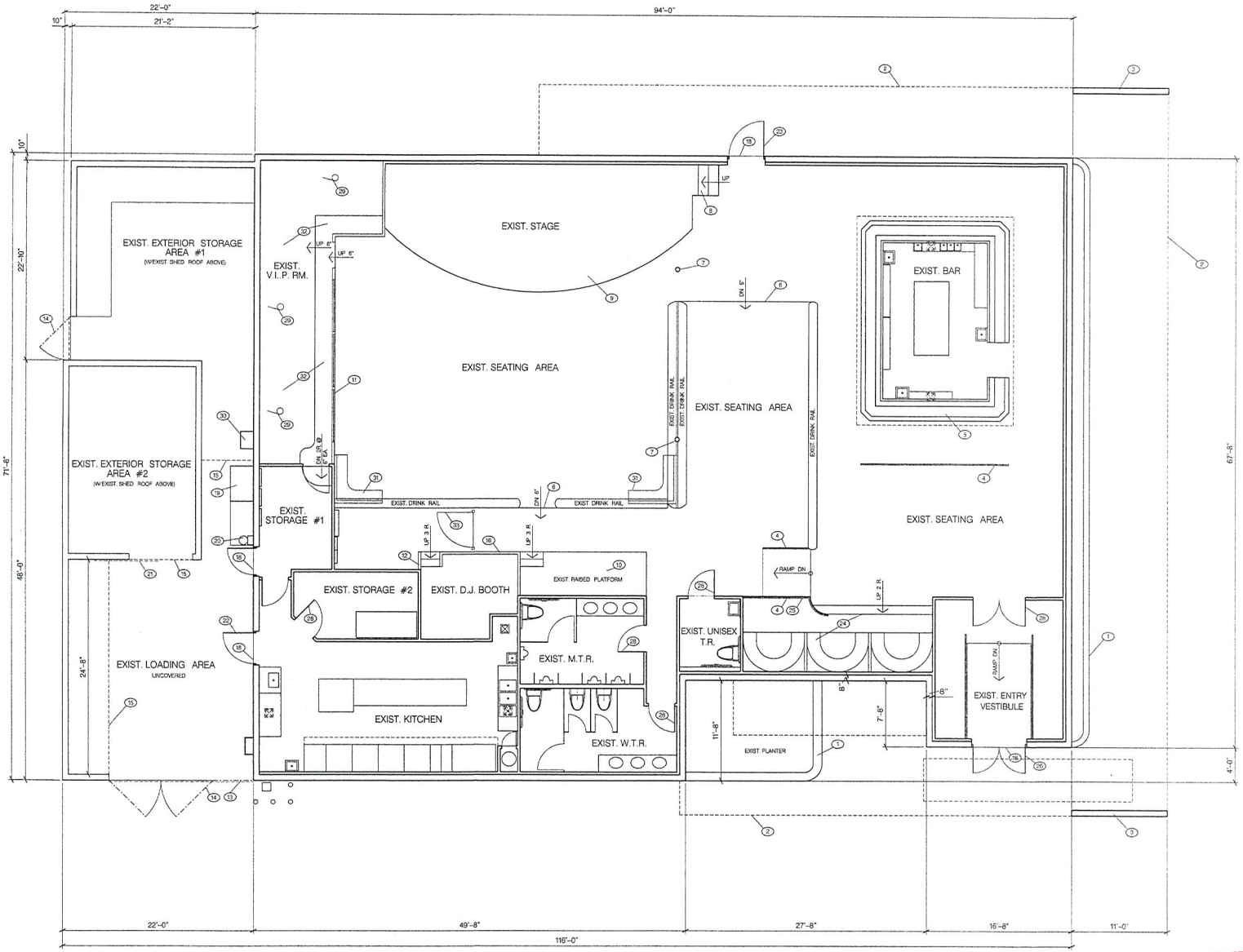
Architecture
Design and
Development

702•382•0427
fax: 382•9952

2160 W Charleston • Suite J
Las Vegas, NV 89102

SITE PLAN
/ LANDSCAPE PLAN

Date 9/6/11
Scale
Drawn
Job
Sheet 2 of 3 Sheets



KEYNOTES

1. EXIST. CONC PLANTER WALL
2. LINE OF EXIST ROOF CANOPY ABOVE
3. EXIST. STUCCOED FIN. WALL
4. EXIST. STEEL PIPE RAILING
5. EXIST. BAR COUNTER
6. EXIST. STEP DOWN
7. EXIST. STEEL PIPE COLUMN
8. EXIST. STEPS UP
9. EXIST. WOOD STAGE 26" HIGH
10. EXIST. WOOD PLATFORM 24" HIGH
11. EXIST. WINDOWS & WALL
12. REMOVE EXIST. GYP. BD. RAIL WALL - PATCH & REPAIR AS NEC.
13. EXIST. CHAIN LINK FENCE
14. EXIST. CHAIN LINK GATE
15. EXIST. EDGE OF SHED ROOF ABOVE
16. REMOVE EXIST. 36" HIGH GYP. BD. RAIL WALL - PATCH & REPAIR AS NEC.
17. NOT USED
18. EXIST. FIN. FLOOR AT GRADE
19. EXIST. ELECT. METERS & BREAKERS
20. EXIST. ELECT. METER
21. REMOVE EXIST. SLIDING DOOR
22. EXIST. 3'-6" x 7'-0" x 1 3/4" EXTERIOR FLUSH DOOR
23. EXIST. 4'-0" x 7'-0" x 1 3/4" EXTERIOR FLUSH DOOR
24. EXIST. PLATFORM & BUILT-IN SEATING BOOTH
25. RETAIN SIDEWALL OF RAMP FOR RAIL SUPPORT - PATCH & REPAIR AS NEC.
26. EXIST. PAIR 3'-0" x 7'-0" x 1 3/4" EXTERIOR FLUSH DOORS
27. NOT USED
28. EXIST. INTERIOR DOOR
29. REMOVE EXIST. DROPPED GYP. BD. CEILING IN EXIST. V.I.P. RM. - PATCH & REPAIR AS NEC. - PAINT BLACK TO MATCH EXIST.
30. EXIST. ELECT. TRANSFORMER
31. EXIST. BUILT-IN SEATING BOOTH
32. REMOVE EXIST. CARPET IN V.I.P. RM.
33. REMOVE EXIST. STEEL GATE & 2 POSTS

REVISIONS	BY

"CLUB 2100"
2100 FREMONT STREET
LAS VEGAS, NV 89101

ARCHITECTURE
DESIGN AND
DEVELOPMENT

702-382-0427
fax. 382-9952

2160 W. Charleston Blvd. Suite J
Las Vegas, NV 89102

EXISTING FLOOR PLAN

Date: 9 /6 /11
Scale: 3/16" = 1'-0"
Drawn:
Job:
Sheet: 3 OF 3

EXISTING FLOOR PLAN

6,324 SQ. FT. (NOT INCLUDING 958 S.F.STORAGE YARD AREA) 3/16" = 1'-0"

NORTH

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EOT-43119

Elected Officials

Commission District:	D - LAWRENCE WEEKLY
City Ward:	3 – BOB COFFIN
US Senate:	DEAN HELLER, HARRY REID
US Congress: 01:	SHELLEY BERKLEY State Senate: 10 - RUBEN KIHUEN
State Assembly: 9:	"TICK" SEGERBLOM

Mary Bartsas 22, LLC

Background

Club 2100 is part of the proposed Las Vegas Gateway Center project located at 2100 Fremont Street Las Vegas, Nevada, 89101.

The Las Vegas Gateway Center is a proposed 9.5 (+/-) acre retail center located at the eastern Gateway into the Downtown Las Vegas redevelopment project.

The developer/owner, Mary Bartsas 22, LLC has been working in conjunction with the City of Las Vegas, private development entities and prospective tenants to develop the site.

On May 19, 2010, The Las Vegas City Council APPROVED the design review and other actions to entitle the Las Vegas Gateway Center.

The proposed tenant for the opening of the "Club 2100" is an experienced and licensed veteran owner of other successful and similar ventures in Las Vegas, Nevada.

Rehabilitation/Renovations of the Physical Plant/Club 2100

The physical improvements of the site are underway and the building of the new tenant improvements will include:

- Fire, life and safety systems i.e. fire sprinklers and other safety components.
- Cosmetic and aesthetic improvements to the interiors and the exterior facades.
- The preservation of the iconic "Blue Angel" motel signs. The owner has recently signed an agreement with the "Las Vegas Neon Museum" regarding the Blue Angel and the site is now part of the "Neon Museum Living Museum" inventory in Downtown Las Vegas. Please note that the owner has worked extensively with the Neon Museum to insure the preservation and the restoration of the signage for this site.

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The Blue Angel Sign/Neon Museum "Living Museum" Tourist attraction-

Extension of Time Request

An experienced tenant has been secured who has a business plan that he is confident will be successful. However, additional time is required to complete interior an exterior modifications to the premises and obtain licenses and approvals from the regulatory authorities.

Accordingly, we respectfully request an extension of time to preserve the liquor and gaming entitlements.

Sincerely,

Arnold Stalk PhD
Development Consultant
Mary Bartsas 22, LLC
(702) 624-5792
arnoldstalk@gmail.com

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City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 19, 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

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 19, 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.: **89.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 19, 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