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.

November 2, 2011

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

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

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

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. PLEASE NOTE SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – PASTOR JOEL MENCHACA, AMISTAD CRISTIANO CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZENS OF THE MONTH
6. RECOGNITION OF THE VETERANS DAY PARADE COMMITTEE
7. RECOGNITION OF AMERICAN DIABETES MONTH

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

8. 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

9. 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

10. For possible action to approve the Final Minutes by reference of the regular City Council meeting of October 19, 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 SERVICES - CONSENT

11. For possible action to approve a grant agreement with the State of Nevada, Division of Emergency Management, as the funding agency; and the City of Las Vegas, Office of Emergency Management, as grant subrecipient; for the receipt of $391,886 from the FY11 United States Department of Homeland Security Emergency Management Performance Grant (EMPG) to support the City of Las Vegas Emergency Management Program - All Wards

BUILDING AND SAFETY - CONSENT

12. For possible action to approve an encroachment request from Peccole Ranch Community Association, owner (Red Hills Road and Apple Drive) - Ward 2 (Wolfson)

13. For possible action to approve an encroachment request from Ovation Development Corporation on behalf of Lone Mountain Seniors, LLC, owner (4652 North Rainbow Boulevard) - Ward 6 (Ross)

14. For possible action to approve an encroachment request from Hauntec Civil Engineering Services on behalf of Necal Associates, LLC, owner (1st Street and Boulder Avenue) - Ward 3 (Coffin)

CITY CLERK - CONSENT

15. For possible action to vacate the July 4, 2012 and November 21, 2012 City Council meeting dates - All Wards

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

17. For possible action to approve award of Agreement No. 120013-TF, Professional Services Agreement for Durango Hills Golf Course Pond Liner Replacement located at 3501 North Durango Drive - Department of Operations and Maintenance - Award recommended to: G.C. WALLACE, INC. ($63,384 - Municipal Golf Course Enterprise Fund) - Ward 4 (Anthony)

18. For possible action to approve award of the First Amendment to Agreement No. 110036-DC, Prime Design Services for Main Street Improvements U.S. 95 to Owens - Department of Public Works - Award recommended to: PARSONS TRANSPORTATION GROUP, INC. ($63,787 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

19. For possible action to approve award of the Third Amendment to Agreement No. 090026-DC, Blanket Services Agreement for Material Testing, Construction Inspections and Special Inspections - Department of Public Works - Award recommended to: TERRACON CONSULTANTS, INC. ($100,000 - Road and Flood Capital Projects Fund) - All Wards

20. For possible action to approve award of Agreement No. 120015-CB, Purchase Agreement of AquaDiamond Filter Retrofits located at the Durango Hills Water Resource Center, 3271 North Durango Drive - Department of Public Works - Award recommended to: AQUA-AEROBIC SYSTEMS, INC. ($1,732,000 - Sanitation Enterprise Fund) - Ward 4 (Anthony)

HUMAN RESOURCES - CONSENT

21. For possible action to approve the renewal of the contract with Health Plan of Nevada for Health Maintenance Organization (HMO) medical insurance services ($2,700,000 - Self-Insurance Internal Service Fund)

22. For possible action to approve the renewal of the contract with Sierra Health and Life (SHL) for a fully-insured Preferred Provider Organization (PPO) medical plan ($1,100,000 - Self-Insurance Internal Service Fund)

23. For possible action to approve the contract with Chartis for stop loss insurance ($603,339 - Self-Insurance Internal Service Fund)

OPERATIONS AND MAINTENANCE - CONSENT

24. For possible action to approve staff to apply for a Right-of-Way Grant and a Short Term Right-of-Way Grant with the Bureau of Land Management for roadway, drainage and sewer purposes along Lone Mountain Road between the Clark County 215 Beltway and Barden Road, APN's 137-01-501-002 and 126-36-401-001 ($200 - General Fund) - Ward 4 (Anthony)

PLANNING - BUSINESS SERVICES CONSENT

25. For possible action to approve a Special Event Alcoholic Beverage License subject to the provisions of the fire and planning codes for Las Vegas Faith Center, Location: Craig P Kenney & Associates, 501 South 8th Street, Date: November 4, 2011, Type: Special Event Beer/Wine, Event: Leave Your Suit at the Door, Responsible Person in Charge: Stephanie McCracken - Ward 3 (Coffin)

26. For possible action to approve a Special Event Alcoholic Beverage License subject to the provisions of the fire code for The Box Office, Location: 1129 South Casino Center Boulevard, Dates: November 4 - 5 and December 2, 2011, Type: Special Event General, Event: TBO Presents First Friday Weekend, Responsible Person in Charge: Claude Noble - Ward 3 (Coffin)

27. For possible action to approve a Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Smoke Ranch Enterprises, Inc., To: City Express #5 LLC, dba AM/PM Jones, 2401 North Jones Boulevard, Renu Taneja, Mgr, 100% - Ward 5 (Barlow)

28. For possible action to approve an extension of a Temporary Restaurant Service Bar License for a Change of Ownership, From: Wolfgang Puck Catering and Events, LLC, To: Southern Nevada Joint Management & Culinary & Bartenders Training Trust, dba Culinary Academy of Las Vegas, 317 South Valley View Boulevard, Sterling Burpee, Exec Chef & VP of Hospitality Operations; Lance Graulich, Dir of Operations; and Danny De La Huerta, Gen Mgr - Ward 1 (Tarkanian)

29. For possible action to approve an extension of a Temporary Banquet Facility Liquor License and a Temporary Liquor Caterer License for a Change of Ownership, From: Wolfgang Puck Catering and Events, LLC, To: Southern Nevada Joint Management & Culinary & Bartenders Training Trust, dba Culinary Arts Catering, 317 South Valley View Boulevard, Sterling Burpee, Exec Chef & VP of Hospitality Operations; Lance Graulich, Dir of Operations; and Danny De La Huerta, Gen Mgr - Ward 1 (Tarkanian)

30. For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: Jillian's Management Company, Inc., To: Diet Center, LLC, dba Heart Attack Grill, 450 Fremont Street, Suite 130, Jon Basso, Managing Mmbr, 50%; Fred Mossler, Shareholder, 16.67%; Tony Hsieh, Shareholder, 12.5%; and Andrew Donner, Shareholder, 4.16% - Ward 5 (Barlow)

31. For possible action to approve an extension of a Temporary Beer/Wine/Cooler On-sale License, Gloriell Holdings, LLC, dba Pancit Adobo Filipino Restaurant, 2131 Rock Springs Drive, Gloria Rosell-Ensell, Mgr, 80% and Natasha Rosell, Managing Mmbr, 20% - Ward 1 (Tarkanian)

32. For possible action to approve a Burglar Alarm Service License, Superior Sound and Video Inc., dba Superior Sound and Video Inc., 5455 South Durango Drive, Myriam Gardner, 100% - Clark County

33. For possible action to approve an extension of a Temporary Locksmith License, Las Vegas Realty Services, LLC, dba Las Vegas Realty Services, 10404 Trenton Place, Steven Turner, Managing Mmbr, 100% - Ward 4 (Anthony)

34. For possible action to approve a Change of Ownership for a Class I-A Secondhand Dealer License, From: Mintchevi Incorporated, To: Planet Recycling, Inc, dba Planet Recycling, 1816 Industrial Road, Suite 4, Milen Mintchev, Pres, Secy, Treas, Dir, 100% - Ward 3 (Coffin)

PUBLIC WORKS - CONSENT

35. For possible action to approve a Supplemental Interlocal Contract No. 4 - 399d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $135,000 and extend the project completion date to June 30, 2012 for Tenaya Way Overpass, Westcliff Drive to Washington Avenue - Ward 1 (Tarkanian)

36. For possible action to approve a Fourth Supplemental Interlocal Contract 529d 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 Grand Teton Drive, Decatur Boulevard to Maverick Street - Ward 6 (Ross)

37. For possible action to approve a Supplement No. 3 to the Grant and Cooperative Agreements L07AC13811 and L07AC14396 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the agreements performance dates to June 28, 2013 for the Sandhill Owens Park and Trailhead project funded under the Southern Nevada Public Lands Management Act (SNPLMA), located on Sandhill Road, just north of Washington Avenue - Ward 3 (Coffin)

38. For possible action to approve a Supplement No. 5 to the Grant and Cooperative Agreement L05AC13234 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the agreement performance date to December 31, 2012 for the Multi-Use Transportation Trails Phase II project funded under the Southern Nevada Public Lands Management Act (SNPLMA) and located throughout the City - All Wards

39. For possible action to approve a Supplement No. 6 to the Grant and Cooperative Agreement L05AC12957 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the agreement performance to December 4, 2012 for the Neon Boneyard Park project funded under the Southern Nevada Public Lands Management Act (SNPLMA), located at 821 Las Vegas Boulevard - Ward 5 (Barlow)

40. For possible action to approve a Supplement No. 6 to the Grant and Cooperative Agreement L05AC14882 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the agreement performance date to December 31, 2012 for the Boulder Plaza Park project funded under the Southern Nevada Public Lands Management Act (SNPLMA), located on Main Street and Boulder Avenue - Ward 3 (Coffin)

41. For possible action to approve a Supplement No. 1 to the Grant and Cooperative Agreement L11AC20020 between the City of Las Vegas and the Bureau of Land Management (BLM) to provide contingency funds and revise Sections III and IV of the Agreement for the Doolittle Park Renovation Phase I project funded under the Southern Nevada Public Lands Management Act (SNPLMA), located at West Lake Mead Boulevard and J Street ($140,000 - Park & Leisure Activities Capital Project Fund [CPF]) - Ward 5 (Barlow)

RESOLUTIONS - CONSENT

42. R-47-2011 - For possible action to approve a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1507 - Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard) ($1,979,909.83 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

43. R-48-2011 - For possible action to approve a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1507 - Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard) ($1,979,909.83 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

44. Presentation and update on the implementation of the Development Services Process (DSP) - All Wards

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

45. Discussion for possible action regarding an Option, Disposition and Development Agreement between Laurich Properties, Inc., and the City of Las Vegas for the development of a Neighborhood Shopping Center consisting of a Dollar General Grocery Market and two retail pad sites of a compatible use on approximately 4.94 acres of vacant commercial land located within the city owned business park, commonly known as Las Vegas Enterprise Park, generally located at the southwest corner of West Lake Mead Boulevard and North Martin L. King Boulevard - Ward 5 (Barlow)

46. Discussion for possible action regarding a Second Amendment To Third Amended And Restated Agreement To Design, Construct And Lease A Performing Arts Center by and among The Smith Center for the Performing Arts, a Nevada nonprofit corporation, City Parkway V, Inc., a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the state of Nevada, for Parcel H/I located at 360 Promenade Place in Symphony Park ($3,500,000 - Smith Center for the Performing Arts Outside Contingency Fund) - Ward 5 (Barlow)

PLANNING - BUSINESS SERVICES DISCUSSION

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

BOARDS & COMMISSIONS - DISCUSSION

48. ABEYANCE ITEM - 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)

49. For Possible Action - HISTORIC PRESERVATION COMMISSION – H. Richard Cuppett, Term Expiration 9-19-2013 (Resigned)

50. For Possible Action - PARKS & RECREATION ADVISORY COMMISSION – Stavan R. Corbett, Term Expiration 11-02-2011

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

52. Bill No. 2011-37 - For Possible Action - 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

53. Bill No. 2011-41 - For Possible Action - Authorizes the issuance of the City of Las Vegas, Nevada, of its General Obligation (Limited Tax) Medium-Term Bonds, Series 2011A and Series 2011B (Taxable) in the combined aggregate principal amount of not to exceed $36,500,000, and providing other matters relating thereto.

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.

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

55. Bill No. 2011-39 – Adopts a registration and maintenance program for vacant properties that are the subject of foreclosure and related proceedings. Sponsored by: Councilman Steven D. Ross

56. Bill No. 2011-40 – Updates Chapter 6.60 of the Municipal Code pertaining to pawnbrokers to conform to recent changes in State law. (TXT-43293). Proposed by: Flinn Fagg, Director of Planning

NEW BILLS

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

57. Bill No. 2011-42 – Updates provisions of the Municipal Code pertaining to the licensing and regulation of massage establishments. Sponsored by: Councilman Stavros S. Anthony

58. Bill No. 2011-43 – Updates Chapter 6.69 of the Municipal Code pertaining to the licensing and regulation of reflexology. Sponsored by: Councilman Stavros S. Anthony

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

59. 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

60. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3204 Theresa Avenue for fees in the amount of $1,815.25 (General Fund) and assess a maximum of $38,000 in daily civil penalties. PROPERTY OWNER: JOSE LUIS ALCANTARA-GARCIA - Ward 3 (Coffin)

61. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5120 Silent Hope Avenue for fees in the amount of $2,640 (General Fund) and assess a maximum of $31,500 in daily civil penalties. PROPERTY OWNER: EVELYN SOSATOLEDO - Ward 6 (Ross)

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.

62. EOT-43268 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: MCKELLAR DEVELOPMENT GROUP, INC. - OWNER: NWH II, LTD - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-23106) FOR A PROPOSED 126-ROOM HOTEL on the east side of Tenaya Way, approximately 530 feet north of Peak Drive (APN 138-15-612-013), C-PB (Planned Business Park) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

63. EOT-43266 - EXTENSION OF TIME RELATED TO EOT-43268 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: MCKELLAR DEVELOPMENT GROUP, INC. - OWNER: NWH II, LTD - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-23105) FOR A PROPOSED FOUR-STORY, 126-ROOM HOTEL on 2.4 acres on the east side of Tenaya Way, approximately 530 feet north of Peak Drive (APN 138-15-612-013), C-PB (Planned Business Park) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PLANNING - DISCUSSION

64. SUP-42182 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC - For possible action on a request for a Major Amendment of a previously approved Special Use Permit (SUP-20519) FOR A PROPOSED 24-STORY MIXED-USE DEVELOPMENT CONSISTING OF 33,000 SQUARE FEET OF COMMERCIAL SPACE, 1,150 RESIDENTIAL UNITS AND A 135-FOOT TALL PARKING STRUCTURE on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (5-0-2 vote) and Staff recommend APPROVAL.

65. SDR-41600 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-42182 - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC - For possible action on a request for a Major Amendment of a previously approved Site Development Plan Review (SDR-20502) FOR A PROPOSED 24-STORY MIXED-USE DEVELOPMENT, INCLUDING 33,000 SQUARE FEET OF COMMERCIAL SPACE, 1,150 RESIDENTIAL UNITS, AND A 135-FOOT TALL PARKING STRUCTURE on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (5-0-2 vote) and Staff recommend APPROVAL.

66. EOT-43097 - ABEYANCE ITEM - RENOTIFICATION - 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). NOTE: APPLICATION AMENDED TO APPLICANT/OWNER: BANK OF NEVADA Staff recommends APPROVAL.

67. MOD-41437 - ABEYANCE ITEM - 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.

68. ROC-40981 - ABEYANCE ITEM - 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.

69. SDR-40980 - ABEYANCE ITEM - 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.

70. ROC-42233 - ABEYANCE ITEM - 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.

71. VAR-42234 - ABEYANCE ITEM - 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.

72. SUP-42678 - ABEYANCE ITEM - 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.

73. ROC-43243 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: FL SMITH, LLC - OWNER: FORT APACHE COMMONS LTD, LLC - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-16911) TO DELETE CONDITION #3 THAT STATES "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATION AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 1101 South Fort Apache Road (APN 163-05-110-006), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

SET DATE

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

CITIZENS PARTICIPATION

75. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

COUNCIL MEMBER RECOGNITION

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

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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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

SUBJECT:
INVOCATION – PASTOR JOEL MENCHACA, AMISTAD CRISTIANO CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZENS OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE VETERANS DAY PARADE COMMITTEE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF AMERICAN DIABETES MONTH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 2, 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.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 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.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 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 19, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
For possible action to approve a grant agreement with the State of Nevada, Division of Emergency Management, as the funding agency; and the City of Las Vegas, Office of Emergency Management, as grant subrecipient; for the receipt of $391,886 from the FY11 United States Department of Homeland Security Emergency Management Performance Grant (EMPG) to support the City of Las Vegas Emergency Management Program - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $391,886 in reimbursement funds to the City of Las Vegas in support of the Emergency Management Program. The funding enables the City of Las Vegas to recover Office of Emergency Management staffing and operating costs, as well as dedicate program efforts toward mitigating, planning, responding and recovering from local disasters; and make the City and local community better prepared, safer and more secure.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. FY11 EMPG Grant Award
2. Federal Assurances and Federal Certifications
3. Project Management Forms

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Jim Wright
Interim-Chief

Division of Emergency Management
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

August 19, 2011

Las Vegas Emergency Management
Ms. Carolyn Levering, Emergency Manager
400 Stewart Ave.
Las Vegas, NV 89101

Dear Ms. Levering,

The State of Nevada appreciates the efforts put forth by your agency in support of the Emergency Management Performance Grant (EMPG).

I am pleased to enclose a FFY11 grant award in the amount of $391,886.00. Although your grant award has been approved, DEM requires certain documents to be processed by you before disbursement of funds. You will find those documents attached (Grant Award and Approved Budget, Federal Assurances, Federal Certifications, DEM Grant Financial and Program Assurances); please examine all of the documents. Be aware that any deviation from the Approved Budget will require advance approval from DEM through the Project Change Request form.

Please sign the original award, confirmation copy, federal, financial and program assurances and return the original grant award and the signed assurances to Valerie Sumner, Division of Emergency Management, 2478 Fairview Street, Carson City, Nevada 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

The grant performance period is October 1, 2010 through March 31, 2012. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

If you have any financial questions or need any assistance with this award please contact Valerie Sumner at the Nevada Division of Emergency Management at (775) 687-0327; questions regarding the performance of this grant can be directed to Bud Marshall at (702) 486-4328.

Cordially,

James M. Wright
Interim-Chief, Division of Emergency Management

VSumner/vs

Enclosures

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**LAS VEGAS Emergency Management**	**PROJECT NO:**	**9704211**
ADDRESS:	400 Stewart Ave Las Vegas, Nevada 89101		
PROJECT TITLE:	FY11 Emergency Management Performance Grant (EMPG)	**FEDERAL GRANT FUNDS:**	$391,886.00
		MATCHING FUNDS:	$391,886.00
GRANT PERIOD:	10/01/10 03/31/12	**TOTAL:**	$783,772.00
		TOTAL FEDERAL AWARD:	**$391,886.00**

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
PERSONNEL		$277,016.00
CONSULTANT/CONTRACT		$29,255.00
TRAVEL		$15,740.00
SUPPLIES/OPERATING		$63,406.00
EQUIPMENT		$5,209.00
TRAINING		$1,260.00
PLANNING		
OTHER **FEDERAL GRANT FUND TOTAL**		**$391,886.00**
SUB-GRANTEE MATCH - CASH		**$391,886.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Levering, Emergency Manager~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X 10CT11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

Carolyn G. Goodman, Mayor

ORIGINAL

APPROVED AS TO FORM
10/20/11
James B. Lewis Date
Deputy City Attorney

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**LAS VEGAS Emergency Management**	**PROJECT NO:**	**9704211**
ADDRESS:	400 Stewart Ave Las Vegas, Nevada 89101		
PROJECT TITLE:	FY11 Emergency Management Performance Grant (EMPG)	**FEDERAL GRANT FUNDS:**	$391,886.00
		MATCHING FUNDS:	$391,886.00
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Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
James M. Wright, Interim Chief	~~Carolyn Levering, Emergency Manager~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X for James M. Wright 9/8/11	X Carolyn G. Goodman, Mayor
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

CONFIRMATION COPY

APPROVED AS TO FORM
10/12/11
James B. Lewis Date
Deputy City Attorney

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Administrative Requirements 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR Part 225, State and Local Governments, 2 CFR Part 220, Educational Institutions, 2 CFR Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

II. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.

III. It will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VI. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

VII. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders circulars, or regulations.

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

XIII. It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people

with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

XVI. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

XVII. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that federal agencies tie federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, federal preparedness funding from any federal sources should examine the applicable grant guidance to determine eligibility requirements.

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

XXI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

XXII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:
   - **a.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
   - **b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   - **c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

1. The applicant certifies that it and its principals:
   - **a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   - **b.** Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   - **c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   - **d.** Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for sub-grantees, as defined at 28 CFR Part 67

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   - **a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about
  i. The dangers of drug abuse in the workplace;
  ii. The sub-grantee's policy of maintaining a drug-free workplace;
  iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  i. Abide by the terms of the statement; and
  ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
  i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

VI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

VII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantee's shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from federal awards. If the sub-grantee has expended more than $500,000 in federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantee's who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of federal awards for your fiscal year end, signed by the sub-grantee's executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the DEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquires.

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.
   a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry

(CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list **and/or** not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the federal grant program (*if applicable*).

a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:

1. The costs must be allowable under the grant program.
2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR Part 13 and 2 CFR Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
3. The costs must be reasonable, allowable, allocable, and necessary.
4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
6. The source of the match funds must be identified in the grant application.
7. Every item must be verifiable, i.e., tracked and documented.
8. Any claimed cost share expense can only be counted once.

5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.

6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

a. Sub-grantee's may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:

1. The equipment was purchased with FEMA preparedness grant funding.
2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the DEM no later than 60 days following the end of the sub-grant period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. Reimbursement will be made by the DEM in a first come first serve basis. Every effort will be made by the DEM to ensue reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the Quarterly report.

As applicable for grant programs, reports consist of, but are not limited to:

a. Division of Emergency Management Quarterly Financial Report

b. Quarterly Progress Summary
c. Program Narrative
d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
e. Quarterly Project Plan/Work Plan (*EMPG*).
f. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011. Please see attached for the complete copy of the Guidelines.

2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.

2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.

3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

As applicable for grant programs, reports consist of, but are not limited to:

a. Division of Emergency Management Quarterly Financial Report
b. Quarterly Progress Summary
c. Program Narrative
d. Approved Detailed Budget
e. Quarterly Project Plan

2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals

must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.

a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.

b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.

i. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.
2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.
3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action which includes, but is not limited to; the

submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
2. Whenever possible equipment, real property, Public Service Announcement's etc. should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts of omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or approval.

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other federal

guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR Part 220, Cost Principles for Educational Institutions (*OMB A-21*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

- Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

n Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

James M. Wright
Deputy Director

2478 Fairview Drive
Carson City, Nevada 89701

Telephone (775) 687-0300 • Fax (775) 687-0322 • ***http://dem.state.nv.us/***

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improve the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond to, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, State and Federal agencies, and the private sector to identify training and exercise activities for the subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to participating jurisdictions, agencies and private sector participants to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is

produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact who will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will also have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the HSEEP. HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one single exercise document that must follow a prescribed format with a specified content and process is the AAR/IP.

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will result in an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the Corrective Action Program System (CAPS) in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the IP. The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP Manuals. Use the web-based software program CAPS to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, NEXS and CAPS programs, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA NEXS and CAPS systems. The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Timothy Cary
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
tcary@dps.state.nv.us

Nevada Department of Public Safety

QUARTERLY FINANCIAL REPORT

Reporting Period:	Quarter STARTING month, day & year	Quarter ENDING month, day & year

Division of Emergency Management
2478 Fairview Drive
Carson City, Nevada 89701
(775) 687-0300 Fax (775) 687-0323

Subgrantee Agency:	Las Vegas Emergency Management	**Report No. :**	
Address:	400 Stewart Ave, Las Vegas, NV 89101	**Funding Year:**	FFY11
		Grant Fund Stream:	EMPG
PROJECT NAME:	*EMPG FFY11*	**Funding Job #:**	9704211
Project Manager:	Carolyn Levering	**Phone:**	**Fed Funds %:** 50%
Fiscal Agent:		**Phone:**	**Match %:** 50%

TO-DATE CUMULATIVE TOTALS

A.	**Total Expenses Previously Claimed**	$ -
B.	**Total Expenses Claimed This Period**	$ -
C.	**Total Expenses Claimed To Date (Lines A+B)**	$ -
D.	**Total Match Provided By Sub-Grantee**	$ -
E.	**Total Federal Grant Funds Awarded**	$ 391,886.00
F.	**Balance of Federal Funds**	$ 391,886.00
G.	**Committed But Not Spent**	$ -

NOTES & ADJUSTMENTS

BUDGET, EXPENDITURES & COMMITMENTS BY CATEGORY

Category	Grant Funds Awarded (E)	Previously Claimed To Date (A)	Claimed This Period (B)		Total Claimed To Date (C)	Committed But Not Spent (G)
Personnel/Contractors	$ 277,016.00	$ -	$ -	=	$ -	$ -
Organization	$ -	$ -	$ -	=	$ -	$ -
Consultants/Contracts	$ 29,255.00	$ -	$ -	=	$ -	$ -
Travel	$ 15,740.00	$ -	$ -	=	$ -	$ -
Supplies/Operating	$ 63,406.00	$ -	$ -	=	$ -	$ -
Equipment	$ 5,209.00	$ -	$ -	=	$ -	$ -
Training	$ 1,260.00	$ -	$ -	=	$ -	$ -
Exercise	$ -	$ -	$ -	=	$ -	$ -
Planning	$ -	$ -	$ -	=	$ -	$ -
M&A	$ -	$ -	$ -	=	$ -	$ -
Other	$ -	$ -	$ -	=	$ -	$ -
COLUMN TOTALS	$ 391,886.00	$ -	$ -	=	$ -	$ -

GRANT IN-KIND MATCH (*if applicable*)

Category	Total Previous Match	Current Period		Total Match Reported (D)
Match (*Support Documentation Required*)	$ -	$ -	=	$ -

REIMBURSEMENT REQUEST DETAILS

Total Funds Requested This Claim	$ -
Total Federal Funds Requested this Claim = (B):	**$ -**

Attached are copies of all expenses to substantiate the expenses requested on this claim. I certify that submitted invoices have been paid prior to the request for reimbursement from the SAA and to the best of my knowledge and belief, this report is correct and complete and that all outlays and unpaid obligations are for the purposes set forth under the terms of federal and state assurances, program regulations and the approved grant budget. I further certify that a copy of this Financial Report has been provided to the above named Project Manager.

Signature - Fiscal Agent

Date

Notes

DEM Use Only	
Budget Account:	
Category:	
General Ledger:	
Job Number:	
Amount Reimbursed:	
Voucher #:	
Initials:	
Date:	

Nevada Department of Public Safety

QUARTERLY PROGRESS REPORT

Reporting Period:	Quarter STARTING month, day & year	Quarter ENDING month, day & year

Subgrantee Agency:			Report No. :
Address:			Funding Year:
PROJECT NAME:			Grant Performance Period
Project Manager:		Phone:	% Time Elapsed: (elapsed months / total months)
Fiscal Agent:		Phone:	

PROJECT COMPLETION

(Note: The Tasks as identified and tracked here come from the Project Plan. The Project Plan Tasks are not necessarily the same as the original Investment Justification (IJ) milestones, but are derived from and must support the final IJ milestones as submitted DHS)

Task #	Task Description	% Completion of Task	% Total Completion
1			
2			
3			
4			
5			
6			
7			0%
8			
9			
10			
11			
12			
	Total Actual Project Completion To Date:	0%	

FUNDS EXPENDITURES

(Note: enter information required below from the associated Quarterly Financial Reports)

Grant Fund Stream (Federal Fund Name)	Funding Job #	Total Grant Award	Unobligated Balance	Total Grant Funding for this project	Total Spent & Committed	% Total Funds Expenditure
				$ -	$ -	0%

MAJOR PROBLEMS

(Note: a major problem is one which halts all progress, threatens completion, or both)

Describe any major problem(s) and how it is being addressed.	Have any major problems been encountered? "YES" or "NO":
	No

ACCOMPLISHMENTS

Outputs, objectives and capability improvements achieved this qtr.	Any Capability Improvements placed in-service to date? "YES" or "NO":
	No

SCHEDULED COMPLETION

Will the Project be completed by the grant award deadline? "YES" or "NO": **No**

SUSTAINMENT

Describe the Sustainment Plan in place to date.	At this time, is Sustainment after Project completion assured? "YES" or "NO":
	No

I certify that to the best of my knowledge and belief, this report is correct and complete and that all pertinent facts regarding the status of this Project are included. I further certify that I have provided a copy of this report to the above named Fiscal Agent.

Signature - Project Manager	Date

Nevada Department of Public Safety

PROJECT CHANGE REQUEST

Request Date:

Approval/Denial Date:

Division of Emergency Management

Subgrantee Agency:					
Address:				Change Request #:	
				Funding Year:	
PROJECT NAME:				Grant Fund Stream:	
Project Manager:		Phone:	-	Funding Job #:	
Fiscal Agent:		Phone:	-		

CHANGE REQUESTED

The following change, amendment, or adjustment to the above subgrant, is requested (check one or more):

Project Period Extension

Budget Revision

Change in Scope of Work

Note: The subgrantee must provide a written explanation of what the requested changes are, and why any shift (increase or decrease) of funds among categories is necessary.

Briefly describe the nature and reason for the change request:

CHANGE TO BUDGET BY CATEGORY

Category	Grant Funds Awarded (Current Budget)	Requested Budget	Net Change	Change Request Required Support Documentation (See Instruction Tab)
#VALUE!	#VALUE!	$0.00	0.00	Original Budget with line item detail including debits and credits
#VALUE!	#VALUE!	$0.00	0.00	
#VALUE!	#VALUE!	$0.00	0.00	
#VALUE!	#VALUE!	$0.00	0.00	
#VALUE!	#VALUE!	$0.00	0.00	
#VALUE!	#VALUE!	$0.00	0.00	
COLUMN TOTALS	#VALUE!	$ -	$ -	

I certify that to the best of my knowledge and belief, this request is correct and complete and that all requests are for the purposes set forth under the terms of the federal and state assurances, program regulations, grant guidance and approved projects. BOTH SIGNATURES REQUIRED.

Signature - Project Manager | **Date**

Signature - Fiscal Agent | **Date**

For Approving Agency Use:

Approved or Denied:

Reason If Denied:

Approving Agency:

Signature - Approving Authority | **Approval/Denial Date**

INSTRUCTIONS
for Project Management Forms

State of Nevada - Department of Public Safety
Division of Emergency Management

Description and application. This set of forms is designed for reporting and management of grant-funded projects. The Quarterly PROGRESS Report, Quarterly FINANCIAL Report and Project CHANGE REQUEST forms meet grant management requirements of the federal Department of Homeland Security (DHS), Department of Energy (DOE) and state Division of Emergency Management (DEM) for project reporting and change request. Use of these forms is required for Homeland Security Grant Program (HSGP), Public Safety Interoperable Communications (PSIC), Interoperable Emergency Communications Grant Program (IECGP), Emergency Management Performance Grant (EMPG), Law Enforcement Terrorism Prevention Program (LETPP), Citizen Corps Program (CCP), Urban Area Security Initiative (UASI), Buffer Zone Protection Program (BZPP), Transit Security Grant Program (TSGP), Metropolitan Medical Response System (MMRS), Emergency Preparedness Working Group (EPWG), Waste Isolation Pilot Plant (WIPP) and FEMA Mitigation and Disaster grant-funded projects.

Projects and associated subgrant awards are identified in part by the "grant year" of the grant award. The quarterly report forms are used to report every quarter on project progress and financial expenditure as identified by this grant year.

Note that due to multiple federal grant program funding awards sometimes applied to a given project in a given grant year, there is not always a one-to-one relationship between PROGRESS and FINANCIAL Reports. One project, requiring one Quarterly PROGRESS Report, may incorporate more than one financial subgrant in the same grant year (for example, both SHSP and UASI awards) and therefore be linked to more than one Quarterly FINANCIAL Report. In other words, Quarterly FINANCIAL Reports are required for each federal grant funding program award (i.e. SHSP, UASI, LETPP, etc.), every quarter for each grant year, but Quarterly PROGRESS Reports are required only for each subgrantee project, every quarter, for each grant year.

Who must report: Any subgrant award recipient of the grant programs identified above is legally and contractually responsible for reporting on the subgrant-funded project. Quarterly reporting is required and specified in the "Assurances" agreement executed as part of grant funds acceptance. The Project Manager and Project Fiscal Agent, as designated by the appropriate authority for the respective project, are the individuals responsible for assuring this quarterly reporting requirement is met.

Deadline for Submission of Quarterly Reports: For both the Quarterly PROGRESS Report and Quarterly FINANCIAL Report, the deadline is not later than **5pm on the last working day of the month** following the report quarter. Submissions via postal service must be received by the above time and date. Please plan for postal service delivery time accordingly.

How to submit: Reports and requests must be submitted in printed 'hardcopy' form, with signature(s) and any additional supporting material required, to be considered valid. Reports and requests may be preliminarily submitted via email where there is a question or need for expedited response, however final submission must be with signature to be valid. Please note that for reimbursement of expenditures authorized in the subgrant(s), both the PROGRESS Report and the FINANCIAL Report(s) for the specific project must be received and validated by the administrative authority.

How to use.
In an effort to minimize the continuing time and effort required, it is suggested the forms be filled out initially, submitted and saved electronically as of the appropriate date, and thereafter **updated** and saved with appropriate file name change. Note that certain information will automatically transfer and sum as appropriate.

Quarterly PROGRESS Report

The PROGRESS Report is a quarterly summary of grant project progress and status. It is used in conjunction with the FINANCIAL Report for purposes of project oversight and monitoring, audit and reimbursement, and by project participants for coordination and management. However, the PROGRESS Report is not meant to replace more detailed project reports that may be requested.

DESCRIPTION block. Enter appropriate information for the subject Project. Note that the PROJECT NAME must be exactly the same as the project name on the approved grant application/investment justification and associated subgrant award.

PROJECT COMPLETION block. Enter the task names (and a brief description if desired) from the associated Project Plan for this Project. Note that tasks as identified for the Project may differ from tasks/milestones originally developed for a grant application/investment justification. Tasks indentified here can be as developed and identified in a Project Plan (A4.4 Project Schedule), which in turn must be traceable to and support the original IJ. For all Project tasks identified and entered, initially place a "0" for zero percent completion, but enter nothing (leave blank) all unused task lines. Once tasks and initial
completion percentages are entered on the initial PROGRESS Report for the Project, electronically 'save' and then for subsequent reports just update individual task completion percentages as appropriate. Total Project completion will automatically calculate.

FUNDS EXPENDITURE block. Enter the initial fund amount(s) and Funding Job #(s) from the subgrant award(s) for the Project. Note there may be more than one subgrant associated with one project. Transfer from the associated FINANCIAL Report(s) the Unobligated Balance (line H) and enter.

MAJOR PROBLEMS, ACCOMPLISHMENTS, SCHEDULED COMPLETION and SUSTAINMENT blocks. Answer stated questions "Yes" or "No" in the associated blocks. Briefly describe status, circumstances and actions as appropriate.

SIGNATURE block. The PROGRESS Report must be signed by the Project Manager, and a copy provided

Quarterly FINANCIAL Report

The FINANCIAL Report is a quarterly summary of grant project expenditure and funds commitment. It is used in conjunction with the PROGRESS Report for purposes of project oversight and monitoring, audit and reimbursement, and by project participants for coordination and management. The FINANCIAL Report references the subgrant award and Project Detailed Budget. It is not meant to replace more detailed budget spreadsheets that may be necessary for Project fiscal management.

TO DATE CUMULATIVE TOTALS block.

BUDGET, EXPENDITURES & COMMITMENTS BY CATEGORY block.

GRANT MATCH block. Enter grant match information here, only if applicable.

SIGNATURE block. The FINANCIAL Report must be signed by the Fiscal Agent, and a copy provided to the Project Manager.

PROJECT CHANGE REQUEST

The Project Change Request is required to change, amend, or adjust the original Grant Funds Awarded from the Current Budget to new Requested Budget amounts. The scope of Work must not be altered or changed without an approved request for program modification. Supporting documentation in the form of the Original Budget with the line item detail showing debits and credits must be submitted with the Program Change Request.

Things to Remember

Requests for reimbursements must be made within 30 days of expenditures with proper backup.

Proper back-up documentation consists of: This Financial Report form, an itemized spreadsheet or list (showing grant number, category of expenditure, date of expense, description of expense, and amount of expenditure), invoices or bills, and proof of payment.

1st, 2nd, 3rd quarter reports are due 30 days following the end of a quarter. 4th quarter (final) reports are due 60 days following the end of the last quarter.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
For possible action to approve an encroachment request from Peccole Ranch Community Association, owner (Red Hills Road and Apple Drive) - Ward 2 (Wolfson)

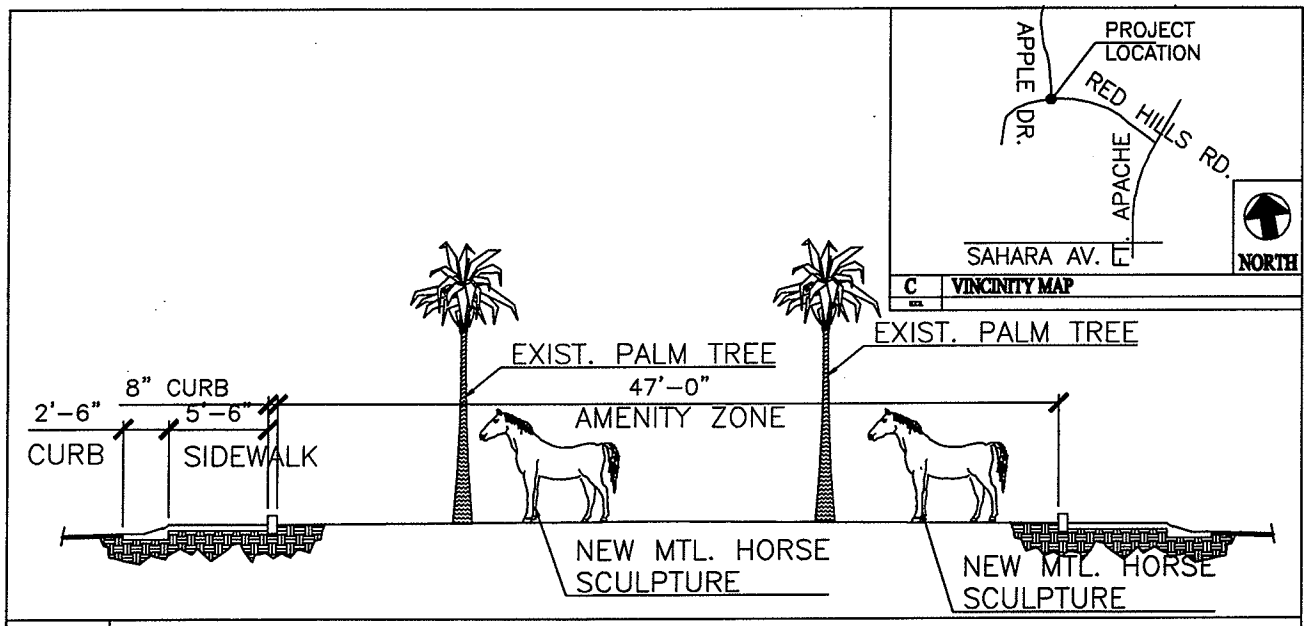
Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for landscaping of the island located in the roundabout at Red Hills Road and Apple Drive. The landscaping shall consist of three palm trees, shrubs, ground cover, three metal sculptures, 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.

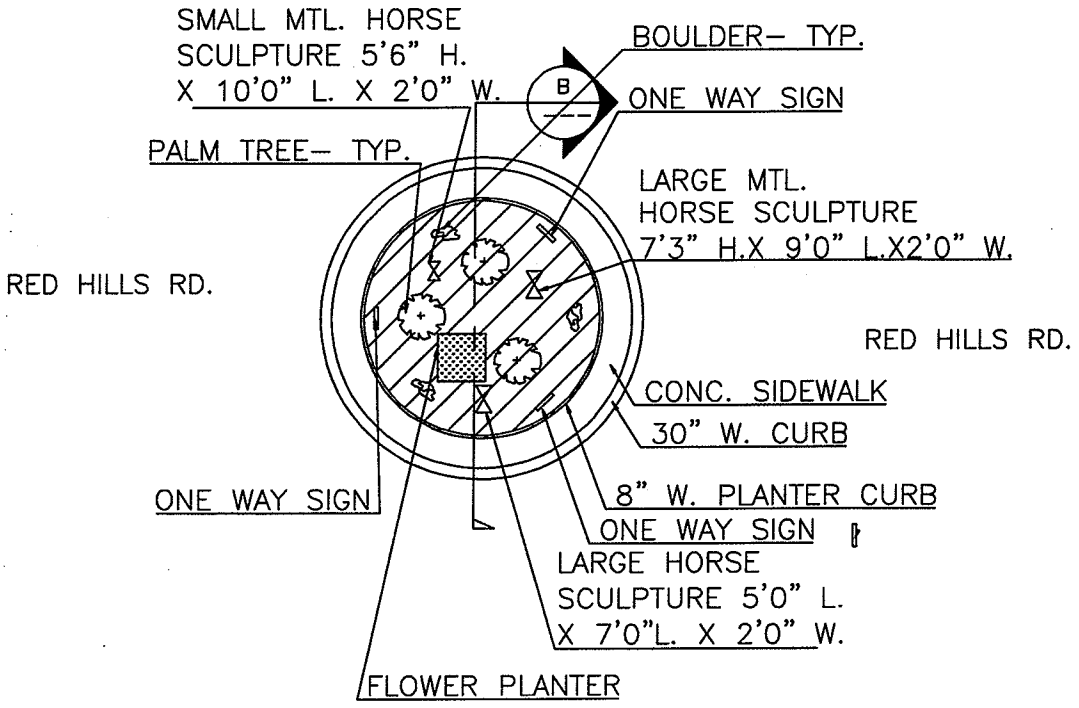
BACKUP DOCUMENTATION:
Exhibit A



AREA OF

APPLE RD.

NORTH



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
For possible action to approve an encroachment request from Ovation Development Corporation on behalf of Lone Mountain Seniors, LLC, owner (4652 North Rainbow Boulevard) - Ward 6 (Ross)

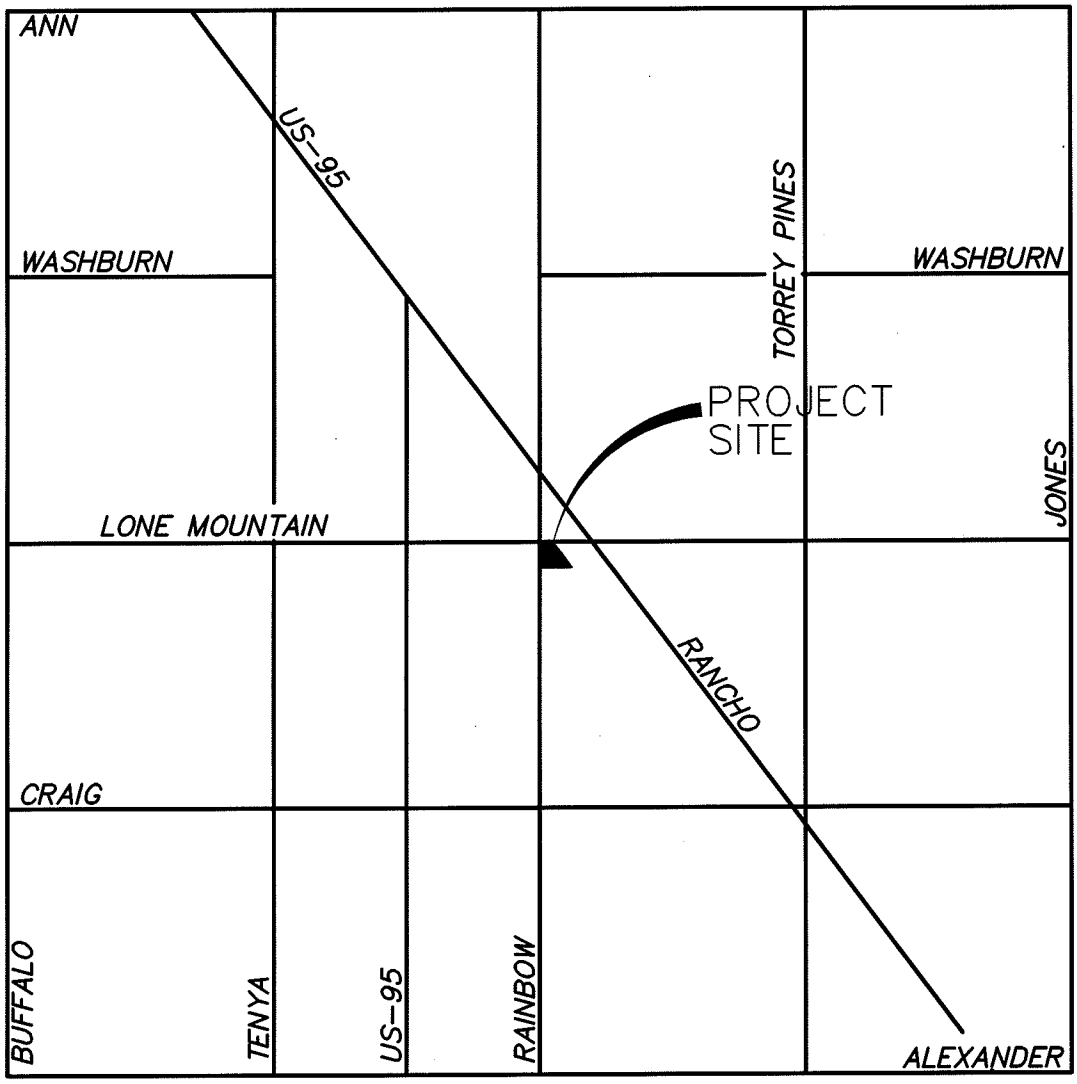
Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for approximately 2,905 square feet of landscaping adjacent to the property and located on the southeast corner of Lone Mountain Road and Rainbow Boulevard. 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



LONE MTN SENIOR APTS

VICINTIY MAP

NOT TO SCALE

ENCROACHMENT EXHIBIT

Impulse

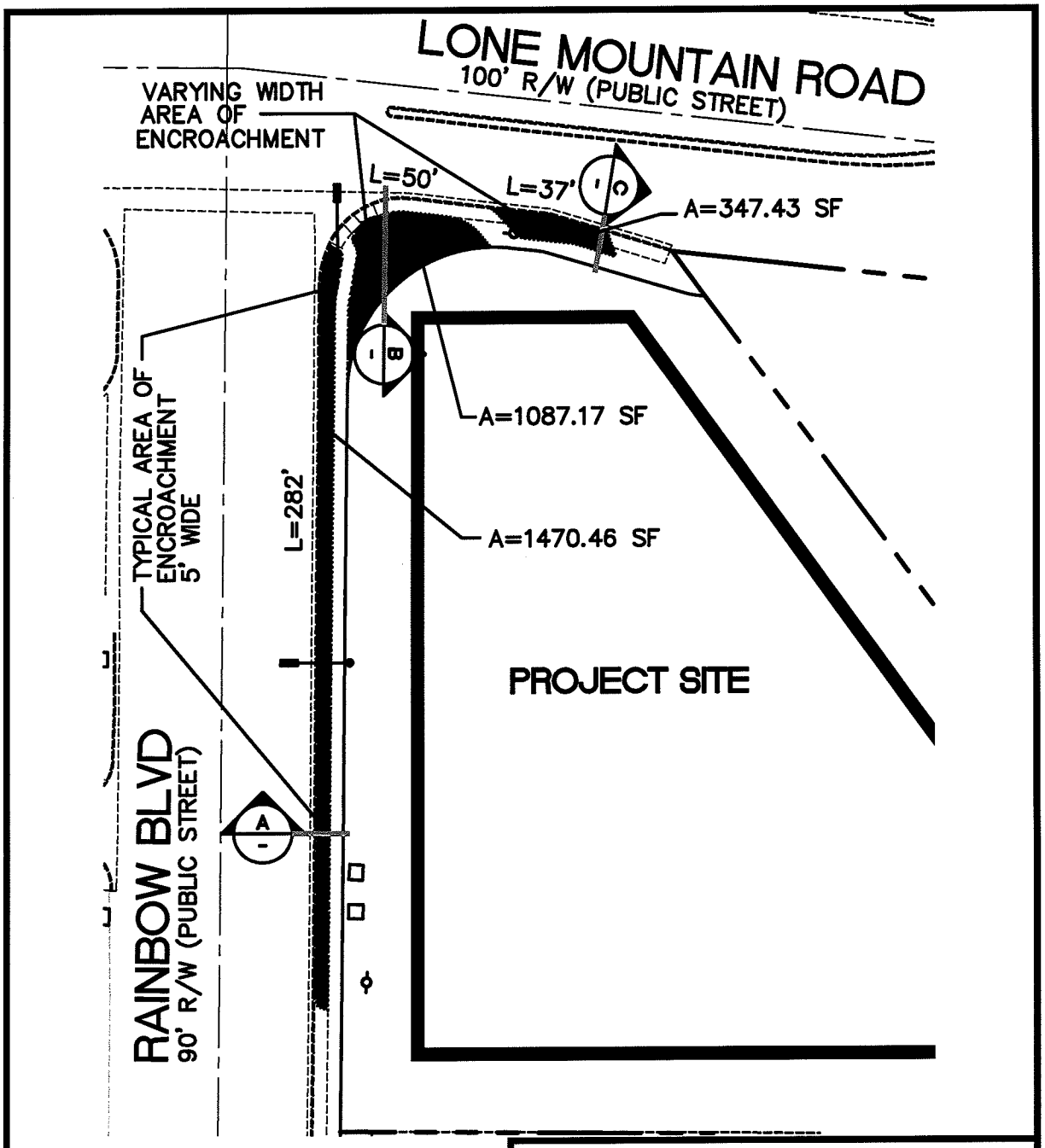
Civil Engineering & Planning

PLANNERS · CIVIL ENGINEERS

625 DINARD WAY · NORTH LAS VEGAS, NEVADA 89031 · (702) 308-7115

$$I = \int F \cdot dt$$

File: C:\Impulse\Projects\Clients\Ovation\Lone Mountain\Encroachment Agreement\encroachment-exhibit.dwg Sheet: VIC MAP Date: 14-Sep-11 3:15:39pm



LONE MTN SENIOR APTS

PLAN VIEW

NOT TO SCALE

ENCROACHMENT EXHIBIT

1 OF 2

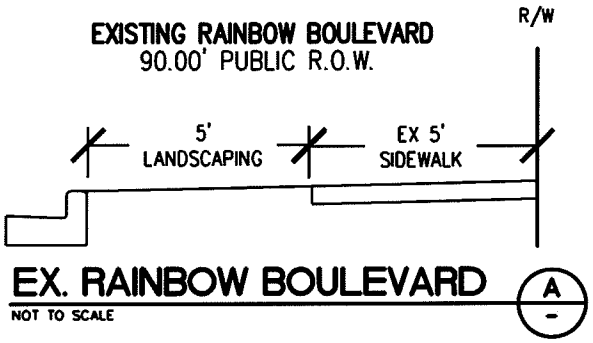
Impulse

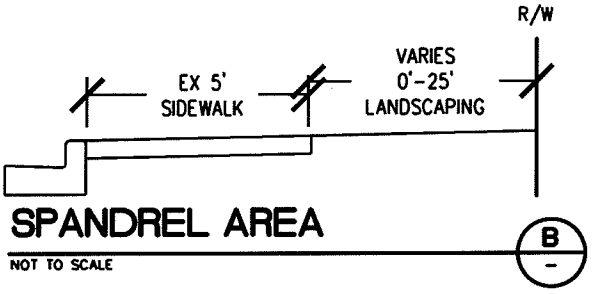
Civil Engineering & Planning

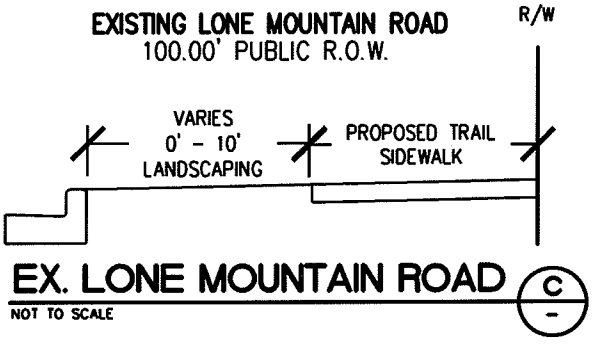
PLANNERS • CIVIL ENGINEERS

625 DINARD WAY • NORTH LAS VEGAS, NEVADA 89031 • (702) 308-7115

$$I = \int F \cdot dt$$







LONE MTN SENIOR APTS

SECTIONS

NOT TO SCALE

ENCROACHMENT EXHIBIT

2 OF 2

Impulse

Civil Engineering & Planning

PLANNERS • CIVIL ENGINEERS

625 DINARD WAY • NORTH LAS VEGAS, NEVADA 89031 • (702) 308-7115

$$I=\int F\cdot dt$$

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
For possible action to approve an encroachment request from Hauntec Civil Engineering Services on behalf of Necal Associates, LLC, owner (1st Street and Boulder Avenue) - Ward 3 (Coffin)

Fiscal Impact

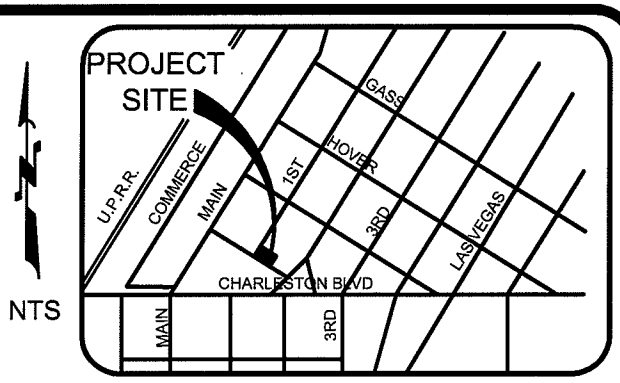
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for a sidewalk, four tree wells and a decorative facade. The sidewalk will be located adjacent to the property and extend approximately 107 feet from 1st Street along Boulder Avenue. The sidewalk will contain four tree wells, 5 feet by 5 feet in size, and spaced approximately 20 feet apart. The decorative facade will be attached approximately 9 feet above the ground to the south side of the building. It is approximately 11 feet wide by 15 feet high and will extend approximately 1 foot into the right-of-way.

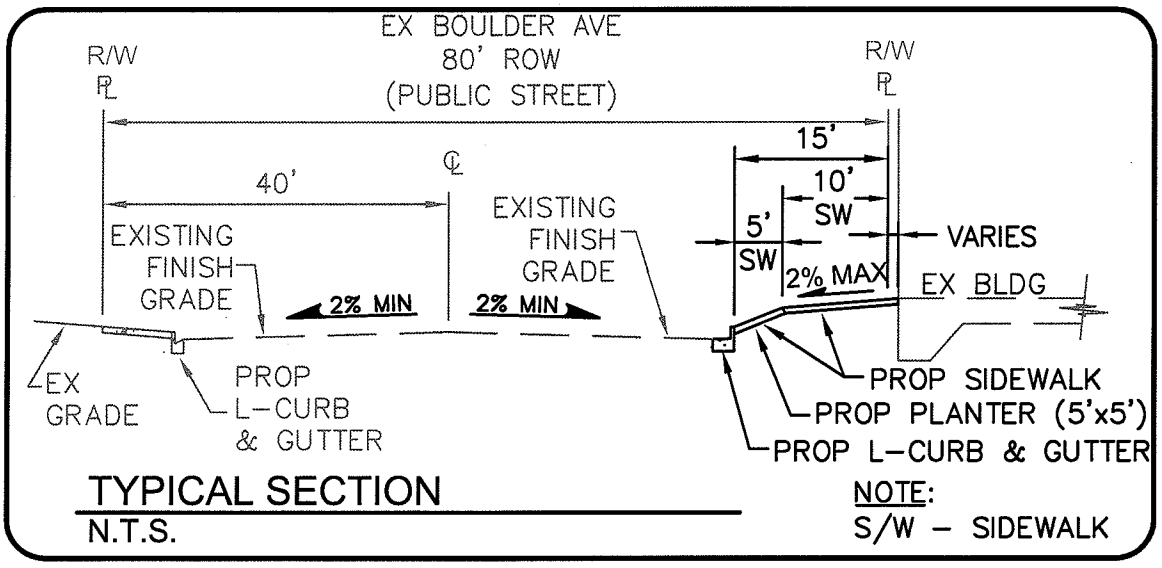
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Exhibit A

EXHIBIT "A"

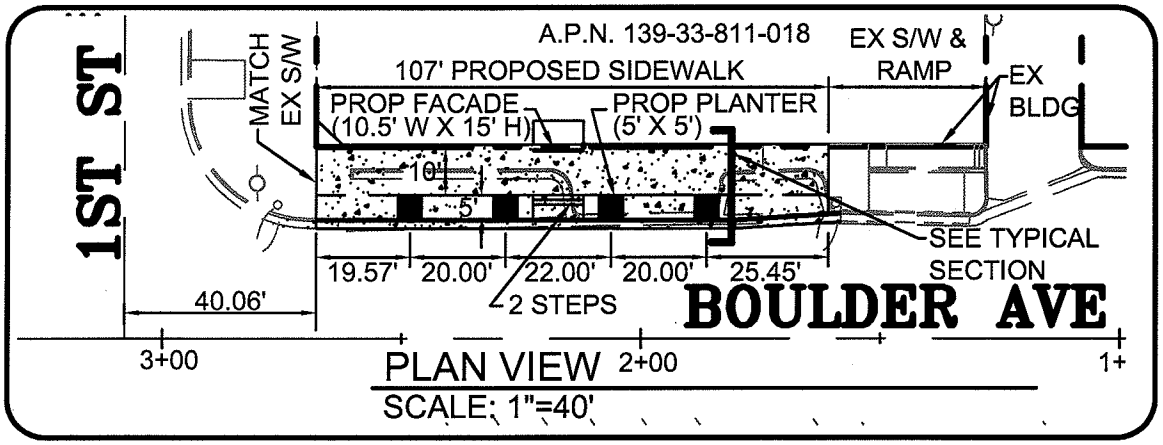


AREA MAP
N.T.S.



TYPICAL SECTION
N.T.S.

NOTE:
S/W – SIDEWALK

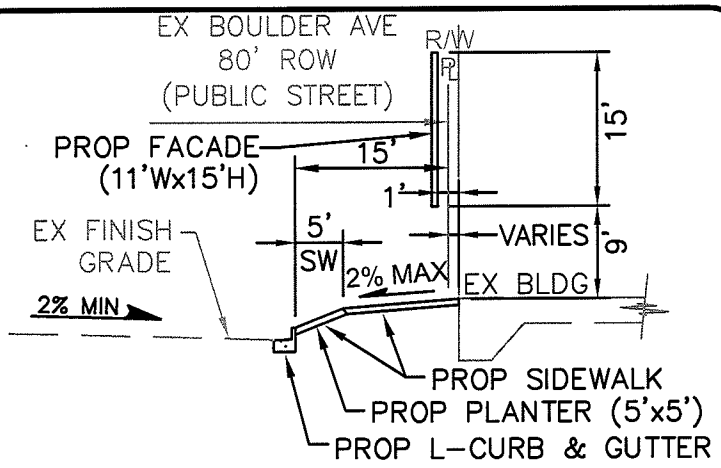


PLAN VIEW
SCALE: 1"=40'

DATE: 9/29/2011

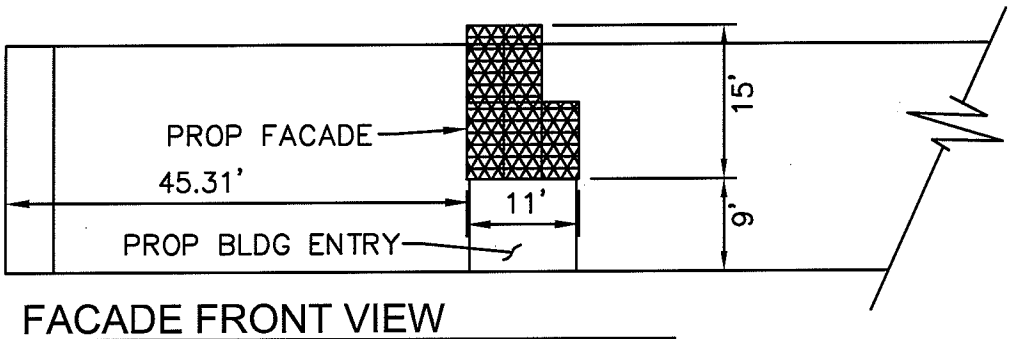
HAUNTEC CIVIL ENGINEERING SERVICES 2721 IRONSIDE DRIVE LAS VEGAS, NEVADA 89108	ENCROACHMENT EXHIBIT 1ST & BOULDER LOUNGE	SHEET 1 of 2

EXHIBIT "A"



TYPICAL FACADE SECTION

N.T.S.



FACADE FRONT VIEW

SCALE: 1"=40'

DATE: 9/29/2011

HAUNTEC
CIVIL ENGINEERING SERVICES
2721 IRONSIDE DRIVE
LAS VEGAS, NEVADA 89108

ENCROACHMENT EXHIBIT

1ST & BOULDER LOUNGE

SHEET 2 of 2

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
For possible action to vacate the July 4, 2012 and November 21, 2012 City Council meeting dates - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City Council adopted Ordinance Number 5153 as a First Amendment on June 28, 1999, setting the Council meetings for the first and third Wednesday of each month. In 2012, the first Wednesday in July falls on the Fourth of July holiday and the third Wednesday in November falls the day before Thanksgiving. Vacating these meetings will comply with the City Charter and will not significantly impact services. These changes will be published in accordance with Las Vegas City Charter and Municipal Code requirements.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

CITY OF LAS VEGAS NEVADA

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 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: $50,020,048.75
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 10/01/11 - 10/15/11

City of Las Vegas

Summary of Cash Expenditures

For period of 10/01/11 to 10/15/11

Total Services & Materials Checks :	**$8,951,062.53**
Total Services & Materials EFT Payments :	**$8,171,154.74**
Total Wire Transfers:	**$26,547,677.47**
Total Payroll Checks:	**$6,350,154.01**
Grand Total:	**$50,020,048.75**

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

Falder.

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On November 2, 2011 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 120013-TF, Professional Services Agreement for Durango Hills Golf Course Pond Liner Replacement located at 3501 North Durango Drive - Department of Operations and Maintenance - Award recommended to: G.C. WALLACE, INC. ($63,384 – Municipal Golf Course Enterprise Fund) - Ward 4 (Anthony)

Fiscal Impact

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

Amount: $63,384
Funding Source: Municipal Golf Course EF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
This project consists of the design for the removal of existing pond liner and replacement with appropriate pond liner material. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Marvin Maize - (702) 804-2770

RECOMMENDATION:
That City Council approve award of Agreement No. 120013-TF, Professional Services Agreement for Durango Hills Golf Course Pond Liner Replacement to G. C. Wallace, Inc. in the amount of $63,384. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 120013-TF
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL SERVICES AGREEMENT
FOR
DURANGO HILLS GOLF COURSE POND LINER REPLACEMENT

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 South Rainbow Boulevard, Las Vegas, NV 89146**.

WITNESSETH:

WHEREAS, the City intends to construct the **Durango Hills** Golf Course Pond Liner Replacement (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 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 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 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 it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

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

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

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

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

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

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

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an

opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla
Deputy City Attorney

John S. Ridilla 10/11/11
Deputy City Attorney Date

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

CONSULTANT

By_____
Marvin Maize, Senior Vice President, 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

EXHIBIT "A"

SCOPE OF SERVICES

100 Project Scope

The scope and location of the Project is generally described as follows: Removal of existing lake liner and replace with appropriate liner material. Work will also include pumping services to remove lake water, replacement of concrete embankments, and as necessary, replacement and/or rehabilitation of aeration system, and modifications to inlets/outlets as needed. Limited construction management services may also be required. The project will require coordination with the City of Las Vegas Durango Hills Water Resource Center (WRC), the Durango Hills Golf Course Operators (GC), the Las Vegas Valley Water District (LVVWD), who controls the reclaimed water pumping system on the WRC site, City of Las Vegas Public Works (CLV), and with the selected CMAR. Design drawings, flow availability, and operating philosophy for the reclaimed water supply line must be obtained/determined from meetings with the WRC, LVVWD, and CLV. The following items must be addressed by the stakeholders in order to complete the design and pre-construction coordination:

- Determine if the supply line to this lake gravity fed or a pumped pressure line.
- Operating parameters
- Other operating demands that are applied to this supply line
- Confirm the use of a 2.0 million gallon reservoir, onsite at the WRC for supply storage, and capacity it is maintained at and the supply flow rate

The above noted supply parameters will be compared to the Consultant irrigation operating requirements. The construction schedule will be dependent upon the supply and Consultant demand requirements. Information will be analyzed to determine if temporary piping to the wet well and a temporary control valve is a possibility for maintaining irrigation on a limited basis. Use of the nearby potable water source for some of the irrigation demands will also be reviewed and analyzed. The Consultant, City, GC, WRC and LVVWD will be required to work together to reduce water demands due to the current schedule completion date.

The existing lake bottom surface profile will be surveyed to verify volume and depths. As-built information obtained may result in the possible redesign of lake depth. Alternate lake liner materials will be reviewed, input obtained from the CLV, golf course operator, and the CMAR and a material selection with lake edge treatment recommendation will be presented. The condition of the existing aeration system will be evaluated and will be reinstalled or replaced as determined.

100.1.1 Site address: 3501 N. Durango Road

110 MEETINGS

For scheduled meetings, Consultant will prepare meeting agendas. Within 3 days of each meeting, Consultant will provide draft minutes to all participants for comment. Prior to receiving the final meeting minutes, a copy of the draft minutes will be sent to the City Representative for approval and then a final copy of the meeting minutes will be sent to all participants.

110.1 Kickoff Meeting

1. Consultant will prepare an agenda, "Bridging Document", schedule and attend a kick-off meeting with the City and other agencies as required within ten (10) calendar days after the notice to proceed.
2. Item of discussion will include definition of project elements, review of the project scope, review of the project schedule, clarification of project responsibilities and disclosure of future projects or facilities which may impact the project limits.
3. Points of contact will be established with the various agencies and utility companies through whom all coordination with the project shall be directed.

110.2 City of Las Vegas Design Progress Meetings

1. Consultant will attend design progress/coordination meetings at the City on a monthly basis which will include other relevant departments, agencies, utility companies and any other key personnel as determined necessary. Three (3) meetings are anticipated.

110.3 Agency Coordination

1. LVVWD Coordination

Consultant will obtain and research existing reclaimed water system design and operating parameters and coordinate with LVVWD personnel concerning supply facilities to the project. CONSULTANT will prepare one (1) exhibit of the existing and the proposed revised facilities and coordinate with LVVWD in order to achieve conceptual approval. No meetings are anticipated.

2. CLV Durango Hills WRC Coordination

Consultant will prepare exhibits pertaining to two (2) proposed construction scenarios, with delineation of project site limits, project construction entrances, and security requirements, to determine if the WRC site can be utilized for construction staging and storage. No meetings are anticipated.

120 Field Investigations

For Field Investigations, Consultant will coordinate onsite meetings with CMAR, LVVWD personnel and WRC personnel to observe as-built design conditions and constraints, with an invitation to the CLV project manager as optional. Consultant will also coordinate site visits to observe the as-built irrigation system, pumping station, piping and lake layout with aeration appurtenances. Two investigation trips are anticipated.

Consultant will take photos during the field investigations to document field conditions throughout the Project limits. Consultant will perform ongoing research as the project design progresses.

130 Design Schedules

Consultant will develop a Microsoft Project design schedule that reflects design activities and project milestones. Preparation of one design schedule is anticipated with the possibility of one update.

140 CMAR Required Coordination

Coordinate with the CMAR on the following:

- Field Investigations
- Temporary irrigation alternatives
- Constructability review
- Value engineering
- Lake liner material selection
- Lake liner securing and lake edge preparation
- Construction cost estimates
- Life cycle cost estimating
- Identification of long lead items

Two (2) meetings/workshops are estimated.

150 Utilities Coordination

Consultant will research existing improvements and coordinate with the following utilities in the preparation of this project:

- Las Vegas Valley Water District
- Southern Nevada Water Authority
- NV Energy
- CenturyLink
- Cox Communications
- Southwest Gas Corporation
- CLV Collections

Consultant will show existing utilities within the project limits, and immediately adjacent, on base mapping using as-built information supplied by the City and local utility companies. Existing utilities shown on base mapping will be submitted to the utility companies to verify size and location.

160 Project Team Coordination

Consultant will provide internal team coordination in order to maintain and deliver a continuous and complete design package.

170 Subcontracts

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.

180 Regulatory Authorities

The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. 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 PRELIMINARY DESIGN

210 Survey and Mapping

Consultant will provide complete topographic mapping and control surveys for the project area. CONSULTANT will prepare a project control plan and detailed field survey to provide accurate existing facility locations and to provide for the basis for this design. Mapping will be completed using City of Las Vegas Horizontal and Vertical Controls.

220 Preliminary Design (30% and 90%)

Improvement Plans will be prepared using Auto Desk's AutoCAD 2009 Civil 3D or newer in accordance with City of Las Vegas and industry accepted standards. The initial progress plans will show all data gathered in the field survey, field investigations and the utility research shown in plan view.

The plans will include but are not limited to the following:

1) Cover Sheet
2) Horizontal Control Plan
3) Existing Lake Topo and Removal Plan
4) Lake Construction Plan
5) Typical Sections
6) Detail Plans
7) Temporary Piping, Valves and Operation Plans

Plans will be marked as "Preliminary, Not for Construction-For Proposal Use Only" with the level of design indicated on the plans in accordance with NRS 625.

230 Preliminary Specifications

Consultant will prepare preliminary technical specifications in CSI format. Existing CLV provided technical specifications will be reviewed and revised as required or new sections will be provided as required. CLV will prepare and provide the "boilerplate" or front end contract documents.

240 Engineer's Construction Cost Estimate

Consultant will prepare a preliminary construction cost estimate with a 10% contingency applied to the total. (Two cost estimates maximum)

250 QA/QC

Prior to the release of any document for submittal to the City, Consultant will complete the appropriate quality control/quality assurance effort for every document.

260 Deliverables

- Two (2) paper copy of 24" X 36" plans at a scale of 1"=40'.
- One (1) paper copy of scaled half-sized 11" X 17" plans.
- One (1) electronic copy of the AutoCAD files and PDF copies of plans.
- Two (2) paper copies of the Preliminary Construction Cost Estimate and one (1) electronic copy in Excel Spreadsheet format.
- Consultant will submit one (1) set of 11" X 17" design plans for review to any pertinent entity companies for coordination. These utility companies may include the Las Vegas Valley Water District, Southern Nevada Water Authority, Southwest Gas Company, NV Energy Company, CenturyLink, Regional Transportation Commission, and FAST.

300 FINAL SUBMITTAL

310 Construction Documents

This submittal will include final refinement of the 90% submittal along with the response to comments. Plans will be marked as "Bid Set, Not for Construction-For Proposal Use Only".

320 QA/QC

Prior to the release of any document for submittal to the City, Consultant will complete the appropriate quality control/quality assurance effort for every document.

330 Deliverables

- Two (2) paper copy of 24" X 36" plans at a scale of 1"=40'.
- One (1) paper copy of scaled half-sized 11" X 17" plans.
- One (1) electronic copy of the AutoCAD files and PDF copies of plans.
- Two (2) paper copies of the Final Construction Cost Estimate and one (1) electronic copy in Excel Spreadsheet format.
- CONSULTANT will submit one (1) set of 11" X 17" design plans, or plans as required, for final review and 24" x 36" mylar for signature to any pertinent entity companies. These utility companies may include the Las Vegas Valley Water District, Southern Nevada Water Authority, Southwest Gas Company, NV Energy, CenturyLink, Regional Transportation Commission, and FAST.
- Within five (5) business days of hard copy design submittal, electronic copies of the AutoCAD files and Adobe PDF copy of all design submittals and a PDF copy of design plans on 11" X 17" sheet size, will be submitted.

400 Construction Services

410 Submittal Reviews

Consultant will perform submittal review in conformance to the Contract Documents. Up to four submittals are expected to be reviewed with a maximum of two reviews per submittal.

420 Requests for Information

Consultant will review and respond to Requests for Information (RFI's) related to the project construction. A maximum of four RFI's are estimated.

430 Record Drawings

At substantial completion, as-built drawings provided by the CMAR will be the basis for Consultant record drawing preparation.

500 ASSUMPTIONS AND EXCLUSIONS

510 Assumptions

The assumptions for this task order are as follows:

- Consultant will not be engaged in contract negotiations with CMAR contractors. This also includes final contract preparation.
- The City will provide all design drawings for the existing lake design.
- The City will provide existing preliminary technical specifications.
- The City will prepare and provide the CMAR agreement with the Contractor.

520 Exclusions

The following services are excluded from the scope of this Agreement:

- Environmental studies, permitting and approvals.
- Any additional coordination, meetings and submittals to other entities which are in excess of what is specified in this task order.
- Permitting, excepting permit coordination as specified herein.
- Structural design including retaining walls.
- Construction phasing.
- Deliverables not defined herein.
- Legal descriptions and legal document recordation.
- Boilerplate or front end documents.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, as indicated in Exhibit A, Section 260 Deliverables and Exhibit A Section 330 Deliverables..

200.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying. Submittals to regulatory agencies shall be as required for each agency.

200.3 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.

200.4 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. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

300.2 Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

ARTICLE 301: SCHEDULE OF SERVICES

301.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Phase 100-Project Management and Coordination	Through Project Duration	
Phase 200-Preliminary Design	73	Includes 2 week City review period.
Phase 300- Final Design	52	Includes 2 week City review period.
Phase 400-Construction Support	91	
TOTAL	216	

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 **$63,384.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF TASKS

Task	Description	
100	Project Management & Coordination	$15,488.00
200	Preliminary Design	$30,793.00
300	Final Submittal	$10,048.00
400	Construction Support	$7,055.00
	Total Basic Services	$63,384.00

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			
100	**Project Management and Coordination**											
110	Meetings (4 estimated)		10	9					4	23		$3,578.00
120	Field Investigations (2 estimated)		4	4						8		$1,420.00
130	Design Schedules (2 estimated)		2	4						6		$1,030.00
140	CMAR Required Coordination	4	10	4						18		$3,430.00
150	Utilities Coordination		6	8		8				22		$3,370.00
160	Project Team Coordination		8	4		4				16		$2,660.00
100	**Subtotal Hours**	**4**	**40**	**33**	**0**	**12**	**0**	**0**	**4**	**93**		
100	**Subtotal Fee**	**$840.00**	**$7,800.00**	**$5,280.00**	**$0.00**	**$1,380.00**	**$0.00**	**$0.00**	**$188.00**		**$0.00**	**$15,488.00**
200	**Preliminary Design**											
210	Survey Efforts During Design							50		50		$9,000.00
220	Preliminary Design (30% and 90%)		16	6		80				102		$13,280.00
230	Preliminary Specifications		10	12					4	26		$4,058.00
240	Engineer's Construction Cost Estimate (2 estimated)		3	8						11		$1,865.00
250	QA/QC		6	2						8		$1,490.00
260	Deliverables			4		4				8		$1,100.00
200	**Subtotal Hours**	**0**	**35**	**32**	**0**	**84**	**0**	**50**	**4**	**205**		
200	**Subtotal Fee**	**$0.00**	**$6,825.00**	**$5,120.00**	**$0.00**	**$9,660.00**	**$0.00**	**$9,000.00**	**$188.00**		**$0.00**	**$30,793.00**
300	**Final Submittal**											
310	Construction Documents	2	6	10		40			4	62		$7,978.00
320	QA/QC	2		4						6		$1,060.00
330	Deliverables			2		6				8		$1,010.00
300	**Subtotal Hours**	**4**	**6**	**16**	**0**	**46**	**0**	**0**	**4**	**76**		
300	**Subtotal Fee**	**$840.00**	**$1,170.00**	**$2,560.00**	**$0.00**	**$5,290.00**	**$0.00**	**$0.00**	**$188.00**		**$0.00**	**$10,048.00**
400	**Construction Support**											
410	Submittal Reviews (4)		2	4		8				14		$1,950.00
420	Requests for Information (4)		1	2		6				9		$1,205.00
430	Record Drawings			10		20				30		$3,900.00
400	**Subtotal Hours**	**0**	**3**	**16**	**0**	**34**	**0**	**0**	**0**	**53**		
400	**Subtotal Fee**	**$0.00**	**$585.00**	**$2,560.00**	**$0.00**	**$3,910.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	**$7,055.00**
	Total Basic Services Hours	**8**	**84**	**97**	**0**	**176**	**0**	**50**	**12**	**427**		
	Total Basic Services Fee	**$1,680.00**	**$16,380.00**	**$15,520.00**	**$0.00**	**$20,240.00**	**$0.00**	**$9,000.00**	**$564.00**		**$0.00**	**$63,384.00**

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 in Charge	$210	Per Hour
Associate	$195	Per Hour
Sr. Engineer	$160	Per Hour
Sup Des/Engineer	$145	Per Hour
EI/Designer	$115	Per Hour
CAD Tech	$75	Per Hour
Survey	$180	Per Hour
Clerical	$47	Per Hour

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: **Steve Ford**

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: **Marvin Maize**

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE OF DISCLOSURE/OWNERSHIP

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	GC Wallace
Address	1555 S. Rainbow LV NV 89146
Telephone	702-804-2270
EIN or DUNS	

Block 2	**Description**
	Durango Hills Golf Course Pond Liner Replacement
	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.	**James A. Duddlesten President & CEO**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
2.	**James VanWoerkom Chief Financial Officer**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
3.	**Scott R. Plummer Executive Vice President**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
4.	**Calvin L. Black Executive Vice President**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
5.	**Brian L. Schmidt Executive Vice President**	**1555 South Rainbow Blvd. 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.

State of Nevada
County of Clark

James Van Woerkom, Chief Financial Officer

10/11/11
Date

Subscribed and sworn to before me this 11th day of October, 2011.

Notary Public

GINA MAXSON
Notary Public State of Nevada
No. 02-76328-1
My appt. exp. April 24, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
For possible action to approve award of the First Amendment to Agreement No. 110036-DC, Prime Design Services for Main Street Improvements U.S. 95 to Owens - Department of Public Works - Award recommended to: PARSONS TRANSPORTATION GROUP, INC. ($63,787 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $63,787
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On September 22, 2010 City Council approved Agreement No. 110036-DC for design services for alternative analysis and interim configuration of Main Street and pavement section determination, complete roadway design including striping, signage, grading, bus turnouts, left and right lanes, new pedestrian ramps and traffic signal design. This amendment provides for additional geotechnical investigation, plan design and to extend the project limits north of Owens to include a third northbound lane and related construction design. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: David Yankovich - (702) 789-2000

RECOMMENDATION:
That City Council approve the First Amendment to Agreement No. 110036-DC, Prime Design Services for Main Street Improvements U.S. 95 to Owens to Parsons Transportation Group, Inc. in the amount of $63,787. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. First Amendment to Agreement No. 110036-DC
2. Certificate - Disclosure of Ownership/Principals

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Parsons Transportation Group Inc., an Illinois Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated September 22, 2010, (herein the "Agreement"), retaining the services of the Consultant for professional engineering services more fully described therein in connection with the improvements to be constructed at Main Street from US 95 to Owens and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional design services including additional geotechnical analysis, landscape and irrigation design and extension of the project limits to tie into the City of North Las Vegas' North 5th Street project .

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Exhibit "A" Scope of Services, for detail of additional design services is attached;

2. No changes to Exhibit "B" Required Submittals;

3. No changes to Exhibit "C" Performance Schedule;

4. Exhibit "D-2" Basic Services Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $63,787.00 from $361,439.60 to $425,226.60;

5. No changes to Exhibit "E" Additional Compensation;

6. No changes to Exhibit "F" Key Personnel List;

7. Exhibit "G" Disclosure of Ownership/Principals is attached.

All other provisions of the Agreement remain in force and effect.

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

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

Parsons Transportation Group, Inc.

By: _____
~~Carlos Cadena~~, Vice President
"CONSULTANT"

DAVID FANKHAUSER

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 10/4/11
Deputy City Attorney Date

EXHIBIT " A " SCOPE OF SERVICES

Task 300, 500, 600, 700 – Services Requested

The items described below account for work outside the efforts already under contract for the 70%, 90% and 100% contract documents.

Scope of Services

Task 300.5 – Geotechnical Investigation

300.5.3.1 Geotechnical Report Amendment, Pavement design/geotextile investigation – Design alternative pavement sections that utilize geogrid or geofabric in order to reduce the thickness of the pavement section to provide a durable, cost effective base course that minimizes conflicts with underground utilities. The geotechnical report will be amended to include the geotechnical design for a new pavement section. Typical Section drawings will be included in the plans.

Task 500 – 90% Design Plans

500.2.1 90% Concept Landscape Plans - Consultant shall provide design concepts for landscape placement and spacing in amenity zone. Conceptual effort to include attendance of one public information meeting. Upon receipt City comment, proceed with preparation of 90% plans.

500.2.2 90% Landscape Planting and Irrigation Plans - Consultant shall provide design and special provisions prepared by a licensed landscape architect to provide design concepts for landscape placement and spacing in amenity zone. This task includes tree and plant type selection, planting requirements, all necessary irrigation design, and coordination with civil improvements. Upon receipt of City comment, proceed with preparation of 100% plans.

Task 600 – 100% Design Phase

600.2.1 100% Landscape Planting and Irrigation Plans - This submittal will include further refinement of 90% plans to reflect 100% completion and response to comments.

Task 700 – Additional Work North of Owens Avenue

700.1 Extend Project limits north of Owens – Provide a third northbound lane to match the City of North Las Vegas' N. 5th Street project. All original design requirements will apply to this new section. Work will include Survey Control Plan identifying project limits, horizontal control, additional property boundary and design survey information for the piece of Main Street north of Owens Avenue to tie in the project limit to the north. Additionally, it will include roadway plan and profiles, roadway related details, traffic striping and signing plans, storm drain design with special detail connection and necessary work to provide a complete design. Design will be incorporated into all applicable project reports.

EXHIBIT " D-2 "FEE BREAKDOWN

TASK	DESCRIPTION	PRINCIPAL	PM	ENGR-5	ENGR-4	ENGR-3	ENGR-2	Tech 4	Tech 3	Tech2	Tech1	Clerical	Admin	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$230	$171	$165	$130	$102	$94	$115	$112	$90	$80	$60	$60			
300	**Geotechnical Invenstigation**															
300.5.3.1	Geotechnical Report Amendment-Pavement design/geotextile evaluation		5											5	$3,800.00	$4,655.00
500	**90% Design Phase**															
500.2.1	Conceptual Landscape Plans		16				8		10					34	$500.00	$5,108.00
500.2.2	90% Landscape Planting and Irrigation Plans		32	16		80	40		16	12				196		$22,904.00
600	**100% Design Phase**															
600.2.1	100% Landscape Planting and Irrigation Plans		16			40	18							74		$8,508.00
700	**Additional Work North of Owens**															
	Survey Control Plan identifying project limits, horizontal control		2		4	8			8					22	$9,450.00	$12,024.00
	Roadway Plan, Profiles, details				10	16								26		$2,932.00
	Storm Drain special detail connection				4	16	8							28		$2,904.00
	Traffic Striping and Signing Plans				24	16								40		$4,752.00
700.1	**Additional Work North of Owens**				42	56	8	0	8	0	0	0	0	116	9450.00	$22,612.00
	Total	0	71	16	84	232	82	0	42	12	0	0	0	541	$13,750.00	$63,787.00

AMENDMENT TOTAL BASIC SERVICE FEE:	$63,787.00
CONSULTANT'S ORIGINAL BASIC SERVICE FEE:	$361,439.60
TOTAL FEE:	$425,226.60

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

Name
Parsons Transportation Group Inc.

Address:
100 M Street, SE
Washington, DC 20003
Local Address:
6795 Edmond St., Ste. 150
Las Vegas, NV 89118

Telephone 202-775-3300
Local Telephone 702-789-2000

EIN 36-0982370

Block 2 Description

Subject Matter of Contract/Agreement:

Design services for roadway and drainage improvements along an approximately 1 mile section of Main Street from US95 to Owens Ave. and the extension of the project limits to tie into the City of North Las Vegas' North 5th Street project.

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.	100% ESOP – no single participant holds greater than 0.5% of Parsons Shares		
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.

Raymond Herweg
Name

7.26.2011
Date

Subscribed and sworn to before me this 26th day of July, 2011 by Raymond Herweg

Notary Public

VALERIE M. DEJOHNETTE
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 05-94302-1
MY APPT. EXP. DEC. 22, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
For possible action to approve award of the Third Amendment to Agreement No. 090026-DC, Blanket Services Agreement for Material Testing, Construction Inspections and Special Inspections - Department of Public Works - Award recommended to: TERRACON CONSULTANTS, INC. ($100,000 - Road and Flood Capital Projects Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On September 3, 2008 City Council approved Agreement No. 090026-DC for full service material testing and special inspections on a project by project basis through the issuance of Project Task Orders determined and approved by the Department of Public Works. This amendment provides for additional material testing and special inspection services for various projects. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Richard E. Van Horn, P.E. - (702) 597-9393

RECOMMENDATION:
That City Council approve award of the Third Amendment to Agreement No. 090026-DC, Blanket Services Agreement for Material Testing, Construction Inspections and Special Inspections to Terracon Consultants, Inc. in the amount of $100,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Third Amendment to Agreement No. 090026-DC
2. Certificate - Disclosure of Ownership/Principals

THIRD AMENDMENT

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Terracon Consultants, Inc., a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated September 3, 2008, (herein the "Agreement"), retaining the services of the Consultant for Material Testing, Construction Inspections and Special Inspection services more fully described therein in connection with the improvements for various projects related to the City's Capital Improvement program (herein "Project") and,

WHEREAS, since entering into the Agreement, the City desires to modify the Agreement to add additional funds which will enable the Consultant to continue to provide material testing, construction inspections and special inspection services for various projects related to the City's Capital Improvement program.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. REFERENCE: Exhibit "D" Fee Breakdown

   REVISE TO READ: The total compensation to be paid to the Consulant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses is hereby amended to increase the total compensation of the entire Agreement by $100,000.00 from $500,000.00 to $600,000.00. Increase to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in Revised Exhibit "D" (Fee Breakdown), attached hereto.

All other provisions of the Agreement remain in force and effect.

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

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

TERRACON CONSULTANTS, INC.

By: _____
Richard E. Van Horn P.E.
Principal
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Kidilla 10/3/11
Deputy City Attorney Date

REVISED EXHIBIT "D"

FEE BREAKDOWN

The Fee Breakdown for this agreement shall be as set forth in each executed Project Task Order. The Hourly and Unit Rate fee schedule is attached as Exhibit "D".

HOURLY AND UNIT RATE FEE

Task No.	Description	Unit Price
100 COORDINATION		
110	Site Visits and Project Management	
	Project Engineer	$104.50
120	Monthly Report	
	Project Engineer	$104.50
	Word Processor	$45.60
130	Meetings	
	Project Engineer	$104.50
140	Final Report	
	Project Engineer	$104.50
	Word Processor	$45.60
150	Full Time Field Inspector	
A	Special Inspector or Construction Inspector, per hour	$63.65
B	Special Inspector (Structural steel only), per hour	$68.40
C	Testing Technician (full time or on-call), pr hour	$61.75
200 SOILS TESTS		
205	Sample Pick-up on call testing, per hour (see 150C)	
210	Relative compaction testing, per hour (150C)	
220A	Laboratory Moisture Density (proctor), ea	$137.75
220B	Lab Moist Den (proctor)/rock correc, ea	$209.00
230	Sieve Analysis, ea	$102.60
240	R-Value, ea	$241.30
250	Percent of Wear, ea	$137.75
260	Plasticity Index, ea	$83.60
270	Sulfate content, ea	$54.15
280	Fractured Faces, ea	$80.75
300 CONCRETE TESTS		
310	Field Technician - field testing, per hour (see 150C)	
320	Compressive Strength, per set of 4 cylinders	$54.15
400 ASPHALT CONCRETE		
410	Field Technician - field testing, per hour (see 150C)	
420	Extraction/Gradation, ea	$180.50
430	Maximum Theoretical Specific Gravity, ea	$93.10
440	Unit Weight and Thickness of cores, ea	$71.25
450	Marshall Series, ea	$199.50

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 — Contracting Entity

Terracon Consultants, Inc.

Name
750 Pilot Road, Ste F, Las Vegas, NV 89119

Address
702-597-9393

Telephone
42-1249917

EIN or DUNS

Block 2 — Description

Subject Matter of Contract/Agreement: Materials Testing, Construction Inspections and Special Inspections

RFP #:

Block 3 — Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

EXHIBIT "G"

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.	David R. Gaboury, Director, Chair	18001 W. 106th St. Ste 300. Olathe, KS 66061	913-599-6886
2.	Gerald W. Finn, Director	18001 W. 106th St., Ste 300, Olathe, KS 66061	913-599-6886
3.	Roger R. Herting, Director	18001 W. 106th St., Ste 300, Olathe, KS 66061	913-599-6886
4.	Dennis E. Whited, Director	18001 W. 106th St., Ste 300, Olathe, KS 66061	913-599-6886
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.

K Klosa
Name

7-25-08
Date

Subscribed and sworn to before me this 25 day of July, 2008.

Notary Public

GWEN FITZMIER
Notary Public - State of Nevada
Appointment Recorded in Clark County
No: 06-105978-1 - Expires May 26, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 120015-CB, Purchase Agreement of AquaDiamond Filter Retrofits located at the Durango Hills Water Resource Center, 3271 North Durango Drive - Department of Public Works - Award recommended to: AQUA-AEROBIC SYSTEMS, INC. ($1,732,000 - Sanitation Enterprise Fund) - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,732,000
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
This agreement provides for the replacement of the existing granular media filtration process equipment at the Durango Hills Water Resource Center as part of the facility upgrade, thereby improving the efficiency of the operation. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(a), Sole Source.

PCC: C. Buford
POC: Ed Lang - (815) 639-4583

RECOMMENDATION:
That City Council approve award of Agreement No. 120015-CB, Purchase Agreement of AquaDiamond Filter Retrofits to Aqua-Aerobic Systems, Inc. in the amount of $1,732,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Agreement No. 120015-CB

PURCHASE AGREEMENT
AquaDiamond Filter Retrofit – Agreement #120015-CB

THIS PURCHASE AGREEMENT is being entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and Aqua-Aerobic Systems, Inc. (hereinafter, "Company") having its principal office at 6306 North Alpine Road, Loves Park, Illinois 61111-7655..

SECTION A – Summary of Agreement

This Agreement sets forth the terms and conditions for the purchase and delivery of the Goods and Services described herein, which, upon execution of the parties forms a legally binding contract.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Purchase Agreement:

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

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

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

(d) *"Company"* means the individual, partnership, limited liability company, or corporation responsible for the performance of this Purchase Agreement.

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

(f) *"F.O.B. Destination"* means the Company is responsible for paying all of the shipping charges to transport the Goods and that it assumes all risks associated with such transportation.

(g) *"Goods"* has the same definition as given under Article 2 of the Uniform Commercial Code (NRS Chapters 104 and 104A), and substitutes for common usage terms such as "materials", "goods", "equipment", "products", and "supplies".

(h) *"Prompt Payment Discount"* means a price discount offered by the Company, which applies to the Agreement price if the City elects to pay an invoice in less than its normal thirty (30) day payment cycle time.

(i) *"Purchase Agreement"* (or *"Agreement"*) means this document, incorporating the provisions of Sections A through F that obligates the Company to deliver certain Goods to the City and for the City to pay the Company upon the City's acceptance of the Goods.

(j) "*Purchase Order*" means the administrative document issued by the City to facilitate the processing of payments for the purchased Goods.

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B-2 Agreement Type

This is an Agreement for the purchase of the Goods and Services described in Paragraph B-3 below.

B-3 Pricing

(a) Payment to the Company will be made only for the actual quantities of Goods delivered and accepted.

(b) Prices and description of Goods are as follows:

(i) The Goods within the scope of this contract shall be identified as the Engineer's Submittal Data and the AquaDiamond Cloth Media Filters manufactured by the Company, which consists of the parts set forth in Aqua-Aerobic Systems proposal dated August 17, 2011; attached hereto as Exhibit A and incorporated herein as a part of this Contract.

(ii) The Services within the scope of this contract shall be identified as the mechanical and process supervisory services set forth in Aqua-Aerobic Systems proposal dated August 17, 2011; attached hereto as Exhibit A and incorporated herein as a part of this Contract. These services also include completion of the Control Panel Checklist – AquaDiamond Filter, included in Exhibit A.

(iii) Pricing Schedule:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Engineer's Submittal Data	Lot	-	66,426.00
2	Equipment	Lot	-	1,611,687.00
3	Service	28 Days	950.00	26,600.00
4	Per Diem	28 Days	150.00	4,200.00
5	Reimbursable Travel Expenses – Not to Exceed $7,000.00	Lot	-	7,000.00
6	Freight	Lot	-	15,210.00

(c) The prices set forth in (b) (iii), above, include all costs associated with delivering and tendering the Goods to the City, including expenses for inspection, meeting warranty requirements, and complying with all terms of this Agreement.

(d) Reimbursable Travel Expenses. If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $150.00 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel seven (7) working days in advance with the City's Project Manager.

B-4 Taxes

The City is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statues 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) set forth in Paragraph B-3 are net, exclusive of these taxes. The Company shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Goods delivered under this Agreement. The Company agrees to defend, indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

B-5 Billing and Payment

(a) The City will issue a Purchase Order, subsequent to the Award Date. The sole purpose of the Purchase Order will be to facilitate payment processing, and does not represent the ordering of any additional quantities of the Goods. Beyond what is set forth in this Agreement. The Agreement number will be reflected on the face of the Purchase Order.

(b) The Company shall submit a detailed invoice to the City after shipment of the **Goods**. All invoices should identify the following items:

(i) The date and number of the invoice;
(ii) The Contract Item against which charges are made;
(iii) Assigned Purchase Order and Agreement number; and
(iv) Provide any other information (e.g., item description, quantity) necessary to ascertain the Goods for which payment is requested.

(c) The Company shall submit a detailed invoice to the City after **Services** have been rendered. All invoices should identify the following items:

(i) The date and number of the invoice;
(ii) The Contract Item against which charges are made;
(iii) Assigned Purchase Order and Agreement number;
(iv) Performance dates covered; and
(v) Receipts for airfare.

(d) Upon delivery of the Goods or Services to the City and reconciliation of all errors, corrections and credits, payment will be made within thirty (30) calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** Invoices for partial shipments must only include items actually sent in the partial shipments.

(e) Invoice(s) shall be submitted to:

Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
400 Stewart Avenue
Las Vegas, NV 89101

(f) No prompt discount is applicable.

B-6 Delivery Schedule (ALT – III)

(a) The Company shall deliver all Goods to the City in accordance with the following schedule:

(i) Engineer's submittals to be completed and in transit to the City within 2-4* working weeks after Company's receipt of purchase order.
(ii) Shipment of in-basin equipment (transit time excluded) to begin approximately 8-10* working weeks from Company's receipt of approved engineer's submittal data and release for manufacture.
(iii) Balance of equipment shipment from Company's factory to be completed approximately 16-18* working weeks from Company's receipt of approved engineer's submittal data and release for manufacture.

*Company closes for the Christmas Holidays December 23, 2011 through January 1, 2012.

(b) The Company shall perform all ancillary services in accordance with the following schedule:

(i) Six (6) trips and 24 days for mechanical supervision.

(ii) One (1) trip and four (4) days for process supervision.

(iii) Supervision service shall be coordinated between the Company, the City, and the City's installation contractor following installation of the goods to check for proper installation, perform equipment start-up, provide Operator training, and provide assistance during performance testing.

B-7 Delivery – F.O.B. Point

(a) The Company shall deliver the Goods, F.O.B. Destination to the following address:

Durango Hills Water Resource Center
3271 North Durango Drive
Las Vegas, Nevada, 89129

(b) The Goods are to be delivered under the following F.O.B. terms:

City is responsible for unloading shipments. Delivery of the goods sold hereunder by the carrier shall be deemed delivery to the City, and upon such delivery, title to such goods and risk of loss or damage shall be upon the City.

B-8 Partial Shipments

Partial Shipments are allowed.

B-9 Additional Delivery Instructions

The Company shall provide seven (7) days notice to the City in advance of delivery. The City reserves the right to refuse delivery if advance notice is not given. Notice shall be provided to David Mendenhall at dmendenhall@lasvegasnevada.gov or (702) 229-6188.

SECTION C – Specification/Statement of Work

C-1 General

(a) The Company shall deliver the Goods to the City under the terms and conditions set forth in this Purchase Agreement.

(b) Goods shall conform to the specification set forth in Attachments:

Identifier	Title/Text Reference	Date	Pages
Exhibit A	Section F, Exhibit A, Aqua-Aerobic Systems, Inc Proposal #42542	8/17/2011	30
Exhibit B	City of Las Vegas Department of Public Works – Environmental Division Bid No. 1.53541.02 Durango Hills Water Resource Center Process Upgrades Project Volume 2: Technical Specifications Bid Documents (Available on CD)	7/2011	944
Exhibit C	MWH Drawings Plot (Available on CD)	7/18/2011 7/19/2011 7/20/2011	164

C-2 New Goods

The Goods delivered under this Agreement must be new. New Goods are defined as Goods that are made up entirely of unused materials and/or genuine original parts. The Goods must not have been operated for any purpose other than routine operational testing, except as specifically authorized elsewhere in this Agreement. Demonstrator and reconditioned Goods are not acceptable.

C-3 Material Safety Data Sheets

(a) The Company shall provide the City with current Material Safety Data Sheets (MSDS) for all hazardous Goods delivered under this Agreement.

(b) The Company shall include an applicable MSDS with each individual shipment of hazardous goods shipped under this Agreement.

(c) Submission of MSDS materials to the City is a separate requirement from any that may be contained in the hazardous materials regulations promulgated by the Department of Transportation (49 CFR 100, et. seq.).

(d) The Company shall provide updated MSDS(s) to the City as changes are published.

(e) Inquiries regarding City MSDS requirements should be directed to the following:

City of Las Vegas, Human Resources Department
ATTN: Safety/Loss Control Officer
400 Stewart Avenue
Las Vegas, Nevada 89101

C-4 Packaging and Shipping (ALT – III)

The Company shall provide the following special packaging and shipping:

Goods shall be packaged per the Company's standard domestic shipping practices utilizing a combination of boxes, crates, pallets, and breakbulk pieces via flat-bed open top common carrier(s) to facilitate unloading of the Goods by the City.

C-5 Warranty (ALT – IV)

The Company warrants that the products and services provided shall be in full conformity with Exhibit A, Aqua-Aerobic Systems, Inc. Proposal #42542; "Warranty; Limitation of Liability; and Disclaimer" as amended herein:

(i) The Company shall make necessary adjustments and repairs to meet the requirements at no cost to the City.
(ii) If it is determined that the Aqua-Diamond filter system is unable to meet the performance capacity requirements as set forth in the City of Las Vegas Department of Public Works – Environmental Division Bid No. 1.53541.02 Durango Hills Water Resource Center Process Upgrades Project Volume 2: Technical Specifications; attached hereto as Exhibit B, due to defects in materials or workmanship, or if the filter controls are unsuitable for the ambient environment, the Company shall be provide an Aqua-Diamond filter system that does comply with the operating requirements.
(iii) The Company shall correct defective supplied work for eighteen (18) months from the date of final inspection and start-up completion.

C-6 Compliance with Laws

(a) The Company, in the performance of the obligations of this Agreement, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement

including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(b) If a City of Las Vegas Business License is required for performance of this Agreement, the Company is expected to maintain that license throughout the term of the Agreement.

C-7 Ancillary Services

The Company shall perform the following ancillary services, in accordance with the schedule set forth in Paragraph B-6 (b), "Delivery Schedule."

SECTION D – SPECIAL CLAUSES

D-1 Legal Notice

(a) All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Tel: (702) 229-6231
Fax: (702) 384-9964

FOR THE COMPANY: Aqua-Aerobic Systems, Inc.
Supervisor, Contract Administration
6306 North Alpine Road
Loves Park, IL 61111-7655

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

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

(d) For purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, liquidated damages, change orders over $25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

D-2 Inspection and Acceptance

(a) The Goods will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, proper functioning and conformance to all other requirements of this Agreement. In the event deficiencies are detected, the deficient Goods will be rejected to make the necessary repairs, adjustments or replacements. Payment will not be made until the corrective action is completed, and the Goods are re-inspected and accepted by the City.

(b) It shall be the responsibility of the Company to arrange for the return and to pay all costs for return due to its error.

D-3 Contact Personnel

(a) The Company shall appoint a Company Representative to oversee performance of this Agreement, and notify the City in writing of the Company Representative's name, telephone number, and e-mail address. The Company Representative shall be the primary point of contact for all issues involving order fulfillment, payments, quality, and other matters arising under this Agreement. The Company Representative shall be available to discuss Agreement status or performance issues with the City as the need arise.

(b) All Company inquiries to the City should be directed to the Buyer identified on the Purchase Order.

D-4 Rules of Precedence

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

(b) Although any omission in this Agreement may be addressed through an application of the Uniform Commercial Code (U.C.C.) Article 2, the express provisions of this Agreement prevail over the U.C.C.

D-5 Federal Funding (ALT – I)

This Agreement does not utilize Federal funds.

SECTION E – GENERAL CLAUSES

E-1 Disputes

(a) In the event of a dispute hereunder, the parties shall attempt to amicably resolve the matter through escalating levels of management. Venue for any litigation shall be in Las Vegas, Nevada. The City retains the right to have any dispute submitted to arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim.

(b) 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 of this Agreement shall be instituted in the Eighth Judicial Court of the County of Clark, State of Nevada.

E-2 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason. Such termination shall be effectuated by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) calendar days after receipt of an adequately documented written request. The City reserves the right to determine whether the costs billed by the Company through the date of termination are fair and reasonable.

E-3 Termination for Default

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

(i) Deliver the Goods or perform services within the time specified in this Agreement or any extension;

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

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

(b) The City's right to terminate this Agreement under (a)(ii) and (a)(iii) above may be exercised if the Company does not begin to cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of this Agreement.

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

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

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

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

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

E-4 Insurance

The Company shall procure and maintain Workers' Compensation and General Liability Insurance, at its own expense, for all work related to the performance of this Agreement.

E-5 Public Records

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

E-6 Indemnity

(a) The Company agrees to protect, indemnify and hold the City, its officers, employees, agents and consultants (collectively herein the "City") harmless from any and all claims, liabilities, losses, damages, suits, actions, fines, decrees and judgments including workman compensation claims, attorney fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, and to the extent of, any negligent act or wrongful omission. on the part of the Company, its officers, employees, agents or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products to the City, or (ii) in the performance of the terms, conditions and covenants of this Agreement . Any money due and owing the Company under this Agreement may be retained by the City for its protection. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City. .

(b) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same.

E-7 Patent Indemnity

The Company hereby indemnifies and shall defend and hold harmless the City its officers, employers, agents and consultants(collectively herein the "City) representatives respectively from and against any and all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Agreement by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Agreement. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-8 Assignment of Contractual Rights

The Company shall not assign, transfer, convey or otherwise dispose of the Agreement or its right, title or interest in or to the same, or any part thereof, without the prior written consent of the City and any sureties.

E-9 Severability

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

E-10 Audit of Records

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

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

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

E-11 Independent Contractor

The Company represents that it is fully experienced and properly qualified to deliver the Goods provided for herein, and that it is properly equipped, organized, and financed to perform such work. The Company shall act as an Independent Contractor and not as the agent of the City in performing the Agreement. The Company shall maintain complete control over its employees and all of its manufacturers, suppliers, and subcontractors. Nothing contained in this Agreement shall create any contractual relationship between any such manufacturer, supplier or subcontractor and City. Company shall perform all work in accordance with its own methods subject to compliance with the Agreement.

E-12 Use By Other Government Entities

The State of Nevada and/or any political subdivisions within the State of Nevada may be granted the privilege of joining this Agreement at the option of the Company only. In the event the Company allows another governmental entity to join this Agreement, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-13 Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E-14 Modification/Amendment

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

E-15 Section and Paragraph Headings

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

E-16 Integration

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

E-17 Marketing Restrictions

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

E-18 Limitation of Funding

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

E-19 Changes – Fixed-Price Goods

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

(i) Description of Goods to be provided.

(ii) Time of delivery.

(iii) Place of delivery.

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

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

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

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

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

E-20 Counterpart Signatures

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

SECTION F – List of Attachments/Exhibits

The following Attachments and Exhibits are hereby incorporated into this Agreement:

Identifier	Title/Text Reference	Date	Pages
Exhibit A	Aqua-Aerobic Systems, Inc. Proposal #42542**	8/17/2011	30
Exhibit B	City of Las Vegas Department of Public Works – Environmental Division Bid No. 1.53541.02 Durango Hills Water Resource Center Process Upgrades Project Volume 2: Technical Specifications Bid Documents (Available on CD)	7/2011	944
Exhibit C	MWH Drawings Plot (Available on CD)	7/18/2011 7/19/2011 7/20/2011	164

**The terms and conditions of Agreement #120015-CB prevail over the Terms and Conditions on Aqua-Aerobic Systems, Inc. Proposal #42542; pages 8-9, which are in conflict with this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Disman 9-20-11
Deputy City Attorney Date

AQUA-AEROBIC SYSTEMS, INC.

Deborah K. LaVelle, Vice-President, Sales & Marketing

"Company"

EXHIBIT A

AQUA-AEROBIC SYSTEMS, INC.
Partnering for Solutions

August 17, 2011

Correspondence ID#: AAL-26927
City of Las Vegas Nevada
Attn: Candice Buford
400 Stewart Avenue
Las Vegas, Nevada 89101
USA
Ph# 702-229-4729
Fax# 702-464-2506

Project: DURANGO HILLS WRC NV

RE: Aqua-Aerobic Systems' Proposal #42542 dated August 17, 2011

Dear Candice:

We are pleased to enclose our proposal for the AquaDiamond® Cloth Media Filter equipment, freight, and supervision services for the above referenced project. Our offering is our standard with the additions of Modicon style controls, 316 SS components (where available), DeZURIK valves with Limitorque actuators, and some other items as listed in our exceptions/clarifications document. Please take a moment to review our proposal notes and exception/clarifications document for Aqua-Aerobic Systems' equipment terminations and items not included in Aqua-Aerobic Systems' scope of supply.

We appreciate the opportunity to submit our proposal for this project and look forward to discussing it with you in detail. In the meantime, please feel free to contact our representative, listed below, or me, if you have any questions regarding our proposal.

Sincerely,

Eric T. Roundy

Eric Roundy
Project Applications Engineer

CC: Montgomery Watson Harza / ph#: 626/568-6274 / fx#: 626/568-6101
Roger Stephenson, PhD, PE

IES Southwest, Inc. / ph#: 480/488-3009 / fx#: 480/488-2525
Ryan Spielman

Gierlich-Mitchell, Inc. / ph#: 714/236-6070 / fx#: 714/236-6080
Ryan McCloskey and Tim Brekke

Aqua-Aerobic Systems, Inc.
William Moore / wmoore@aqua-aerobic.com

- 316 Effluent guide angle runner plates.
- 316 Influent runner plates.
- 316 Intermediate runner plates.
- 316 Effluent runner plates.

2 Electrical Festoon System installation(s) consisting of:

- 304 stainless steel festooning track C-channels.
- Festooning track hangers.
- End stops.
- End caps.
- Festooning trolleyies.
- Tow trolley(s).
- Festooning loop organizers.
- Flat electrical cable(s).
- Belden cable(s).

AquaDiamond Frame Assemblies

16 Diamond Filter Frame and Media Installation(s) each consisting of:

- Filter frame quarter panels.
- 316-L stainless steel end weldments.
- 316-L stainless steel effluent filter segment end weldment(s).
- 43'-4" OptiFiber® pile filter cloth media socks.
- Cloth will be chlorine resistant.
- 304 stainless steel filter media band clamps.
- Noryl cloth retainer bars.
- 316-L stainless steel slide support weldments.
- 316-L stainless steel filter frame supports.
- Noryl inner panel supports.
- Filter frame support bars.

AquaDiamond Drive Platform Assemblies

2 Diamond Filter Drive Platform Assembly(ies) consisting of the following:

- 316-L stainless steel chassis weldment with: Aluminum floor plates, Vacuum pipe weldment, 6" Valve adaptor weldment, 4" Valve adaptor weldment, Recirculation discharge pipe weldment, Recirculation discharge pipe outlet weldment, 4" Pipe support weldment, Pipe straps, Guide wheel box weldments, Suspension beam weldment, End shafts, Floating shaft, Floating shaft weldment, and Shaft spacers.
- 316-L Discharge pipe installation.
- Aluminum two rail, handrail assemblies with the kick plates built into the Platform Weldment. Stainless steel chains on each end of Platform.
- Pillow block bearings.
- AGMA Class I gearbox and motor assembly(ies) with 2 HP premium efficiency inverter duty, 50 deg. C., rated TEFC motor. Iron housings, covers, and flanges. Worm shaft of hardened ground and polished steel, bronze worm gear, non-compressible metal shims, units are 100% run and leak tested. Premium Chicago Rawhide Viton double lip seals with O-Rings on input and output covers, Quill seal guard.
- Platform wheel(s).
- Painted steel drive shaft coupling(s).
- 304 stainless steel Sprocket(s).
- 304 stainless steel Idler sprocket(s).
- Polyethylene skid plate(s).
- #80 stainless steel Roller chain.
- Guide wheel(s).
- Gorman Rupp model T4A60S externally mounted centrifugal backwash pump(s) with 20 HP premium efficiency inverter duty, 50 deg. C rated TEFC 3 phase motor. Pump Case is Gray Iron N.30, Impeller is Ductile Iron No. 64-45-12, Impeller shaft is 4150 Steel, Wear Plate is 1015 Steel. Pump is manufactured with Mechanical Cartridge Type, Oil Lubricated, Double Floating and Self-Aligning Seals. Silicon Carbide Rotating and Stationary Faces.

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- 8 inch diameter DeZurik 100% opening, electrically operated eccentric plug valve(s) assembled and tested. Limitorque QX Valve Actuator includes compartment heater. Local pushbutton controls integral to the valve actuator.
- Valve extension(s) stainless steel.

Misc/Spare Parts

1 List of AquaDiamond Spare Parts consisting of:

- (1) 43'-4" OptiFiber® pile filter cloth media socks.
- Cloth will be chlorine resistant.
- (1) Gormann Rupp 20HP T4A60S pump repair kit.
- (3) Fuse(s), 50mA.
- (3) Fuse(s), 5A.
- (3) Fuse(s), 1A.
- (3) Fuse(s), 15A.
- (3) Fuse(s), 30A.
- (3) LED, Green lamps(s).
- (3) Incandescent lamp(s).
- (2) Cloth media repair kit(s).
- (2) Platform wheel(s).
- (1) Safety switch.
- (1) Safety switch lever.
- (1) Wooden Box for spare parts.

AquaDiamond Controls

2 Shore Mounted Control System(s) Installation consisting of:

- NEMA 4X 316-L stainless steel enclosure.
- Circuit breaker with handle.
- Fuse(s) and fuse block(s).
- 3 KVA transformer(s) with fuses.
- Circuit breaker(s).
- 115 V power line filter(s).
- GFI receptacle(s).
- Cisco Ethernet Switch(es).
- Back plane(s).
- Input module(s).
- Output module(s).
- Analog input module(s).
- Analog output module(s).
- Shielding Connection Kit.
- Power supply(ies).
- Modicon M340 processor(s).
- Modicon Magelis HMI terminal(s).
- Protective Cover.
- Terminal strip(s).
- Transient eliminator TE/110.
- Surge protector and transient eliminator TE/500.
- Shrink-on tags.
- Operator interface sun shield(s).
- Eaton D65VMLS480 Voltage Imbalance/Phase Correction.
- 28 Way Spring Terminal Block(s).
- Terminal Strip For Grounding Kit.
- Internal control panel flourescent light(s).
- Air conditioner(s).

2 Festooning System Junction Box(es) consisting of:

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Weeks quoted are actual working weeks. Aqua-Aerobic will be closed for the Christmas Holidays beginning approximately December 24, through approximately January 2nd.
- Electrical wiring, interconnecting wiring, conduit, supply power, and appurtenances are to be supplied by the installing contractor/purchaser.
- Freeze protection may be required for outdoor installation in cold weather climates. All such protection, including but not limited to, heat tracing and insulation of pumps and piping shall be provided and installed by the installing contractor.
- Materials and Services not specifically described/itemized in this proposal are not included in the quoted total price, and are to be supplied by the installing contractor/purchaser.
- Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance if a purchase order is received after the validity date stated in this proposal, OR if the lead times stated in this proposal are exceeded. Any pricing adjustments required shall be based on a published materials cost index specific to the materials proposed.
- Field assembly of the Diamond filter frame and media components shall be provided by the installing contractor.
- Effluent weir plate must be provided and installed for each filter by the installing contractor. After final adjustment and inspection by Aqua-Aerobic Systems Field Service Representative, the Installing Contractor is to seal the effluen weir plate to prevent leakage.
- Valve labeling will be provided and installed by the Installing Contractor.
- Influent gates will be provided and installed by the Installing Contractor.
- Gates on the platform handrails will be provided and installed by the Installing Contractor.
- Supervision services included in Aqua-Aerobic Systems' proposal are based upon supply of the quantity of trips and days stated. Additional supervision services can be provided for an additional charge of $1100/day plus travel and living expenses.
- Three phase motors will be 460 volt.
- Single phase motors will be 115 volt.

The Following Notes apply to Aqua-Aerobic Systems' Proposal:

- WARRANTY AMENDMENT: Aqua-Aerobic Systems, Inc. warrants the goods provided by Aqua-Aerobic Systems, Inc. in accordance with the "Warranty; Limitation Of Liability; And Disclaimer" as amended herein:
A. Make necessary adjustments and repairs to meet the requirements at no cost to the OWNER.
B. If it is determined that the filter is unable to meet the performance and capacity requirements due to defects in materials or workmanship, or if the filter controls are unsuitable for the ambient environment, Aqua-Aerobic Systems shall be responsible to provide a filter system that does comply with the operating requirements.
C. Aqua-Aerobic Systems shall correct defective supplied WORK for eighteen (18) months from the date of Substantial Completion.

- F.O.B. JOBSITE; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Jobsite City Location. It is the responsibility of the Buyer to unload shipments and utilizing the packing list and bill of lading provided with the shipment notate shortages/damages upon receipt of the shipments and notify Aqua-Aerobic in writing within 7 days of the shortages/damages to facilitate filing of a freight claim. Delivery of the goods sold hereunder by the carrier shall be deemed delivery to Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid resale/exemption certificate.

- PAYMENT TERMS: See pricing for engineer's submittal data price. Subject to credit approval/guarantee of payment;
Engineer's submittal data payable Net 30 days from date of transmittal.
Equipment payable Net 30 days from each shipment.
No retainage allowed.

-SCOPE OF SUPPLY NOTE: Aqua-Aerobic Systems' scope of supply and pricing is as described in this proposal including the listed Integral Documents and terms and conditions of sale. Please refer to the proposal notes for equipment terminations and items not included in the proposal which are to be provided by the Buyer or Buyer's General Construction Contractor. Engineer's submittal data will be prepared using these proposed goods and services, and the submittal approved by the Consulting Engineer will become an integral part of the scope of supply under the contract resulting from this offer. Any additions or deletions to the scope of supply will be presented as

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TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT
Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION
This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT
Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS
All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES
Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE
Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY
If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION
No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE
No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION
This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

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Aqua-Aerobic Systems, Inc.

Exceptions / Clarifications Document: 8/17/11

Project: DURANGO HILLS WRC NV

The following exceptions/clarifications are an integral part of Aqua-Aerobic Systems' offering:

1) **Reference: Preliminary Bid Documents**

Aqua's Exception/Clarification

Itemized below are some of the differences between our Proposal #42542 dated August 17, 2011 and the Preliminary Durango Hills Water Resource Center Process Upgrades Project Bid Documents dated July 2011. As we mention in our cover letter, our offering is our standard with the additions of Modicon style controls, 316 SS components (where available), DeZURIK valves with Limitorque actuators, and the following list of non-standard scope items:

* Miscellaneous Spares
* Labor inclusive warranty for 18 months after substantial completion
* Cisco Ethernet Switches
* Transient Eliminators and Surge Protectors
* Voltage Imbalance/Phase Correction
* Internal Control Panel Lights
* Panel Heaters
* Seismic Calculations
* Performance Testing Supervision

In an email on August 16, 2011 from Roger Stephenson (MWH) we understand the City of Las Vegas finds the following items acceptable:

1) Items that are not 316 stainless steel:
* Backwash Pump: Case is Gray Iron N.30, Impeller is Ductile Iron No. 65-45-12, Impeller Shaft is 4150 Steel, Wear Plate is 1015 Steel.
* Gearmotor Drive: Housing is Cast Iron, Internals are not 316 Stainless Steel.
* Festoon System Purchased Components: Track, Hangers, Brackets & Trolleys are 304 Stainless Steel.
* Filter Cloth Band Clamps are 304 Stainless Steel.
* Drive Platform Conduit Assembly is PVC Coated Steel.
* Platform Chain Drive Assembly: Chain, Sprocket & Idler are 304 Stainless Steel; the Skid Plate is Plastic.

[MWH] I believe that these non stainless items are ok. Certainly it was not our intent to get a stainless steel pump, e.g.

2) * Platform Handrailings will be 2 Rail Steel without kickplate in lieu of 3 Rail Aluminum with kickplate.

[MWH] Two-rail aluminum was supplied for Tillman. That would be acceptable, but not steel. From Tillman, it appears that aluminum was supplied.

3) * Stainless Steel Chains will be used at the end of the Platforms in lieu of Gates with spring loaded hinges and locks.

[MWH] OK. Gates will be provided in the handrail that will be installed by the contractor.

4) * A wooden box will be furnished to contain Spare Parts in lieu of the Steel Box specified.

2) Reference: Preliminary Bid Documents

Aqua's Exception/Clarification

In addition to the items approved by the City of Las Vegas the following items are not included in our scope of supply, but were mentioned in the specification. Please review the items below and let us know if changes are required. Please note that adding non-standard items could have a negative effect on our proposed delivery schedule.

Items that are not 316 stainless steel:

* Platform Wheels, Pillow Block Bearings, Drive Shaft, Drive Shaft Couplings, and Guide Wheels. Krohne Flow Meter. Travel Limit Switches. Backwash Shoe Extension Springs.

Additional Scope Items:

* As further explanation to Item #7 in MWH's 8/16/11 email:
A Modicon Quantum PLC will be used on the platform panels that communicate to a M340 Peripheral Remote I/O Adapter (MXPRA0100) on the shore panels using an Ethernet CAT5 cable. Drawing ND-001 shows remote I/O on the platform panels. This should be changed as PLC-86 and PLC-87 are located on the platform panels and the remote I/O is located on the shore panels. The communication cable is a CAT 5 cable rather than an RG11 cable. There is an OIT on each shore panel.
* Pump motor is Baldor. Pump seals are not as defined in 432000.
* Pressure Gauges will not have diaphragm seals.
* Standard testing will be performed in lieu of that outlined in the specifications (for instance see Sections 016100, 433000, and 260126). Attached is our standard Control Panel Checklist as an example.
* Flow meter will be Krohne and not that specified in Section 409102.
* Simpson Strong-Tie Adhesive Anchors will be used.
* Aqua-Aerobic Systems will attend preconstruction and progress meetings, if necessary, via teleconferencing.

Additional Items to Note:

* Drawings ID-412 and ID-413 show PSH 2-4 and PSH 3-4 on the discharge side of the filter backwash pumps. These instruments are not pressure gauges, but are vacuum gauges. These should be located on the intake side of the pumps.
* Effluent weir plate will be by the Installing Contractor.
* Valve labeling will be by the Installing Contractor.
* Influent gates will be by the Installing Contractor.
* A Cold Weather Package is available as an adder, but not included in our offering. The Cold Weather Package includes the following: conduit under the runner plates (for heat tracing by others), pump casing heaters, and temperature sensing devices.

Control Panel Checklist - AquaDiamond® Filter

1. Panel Shop/Final Shop Assembly

(Completed by Panel Shop and Production Foremen)

	N/A	OK	Rework	Rework Complete
1. Verify wiring internal to the control enclosure is per electrical engineering drawings by performing point to point termination checks and wire pull tests.				
2. Verify wiring of the platform junction boxes by performing point to point termination checks and wire pull tests.				
3. Verify all internal and field wires are clearly labeled at each termination point per electrical engineering drawings.				
4. Terminate wiring from control enclosure to all applicable field devices (i.e., float switches, control valves, limit switches, etc.) for simulation of such devices during engineering checkout. Verify such wiring by performing point to point termination checks.				
5. Verify electrical devices received agree with what is ordered per electrical engineering bill of materials by confirming vendor name, vendor model number and AASI part number.				
6. Terminate and apply power to control enclosure with specified control voltage. **NOTE: CONFIRM PROPER CONTROL VOLTAGE REQUIREMENTS PER ELECTRICAL ENGINEERING SCHEMATICS.**				
7. Confirm proper wiring and mounting of electric valve actuators by opening and closing control valves by using the "open" and "close" selector switch positions located on the face of the control enclosure. Set open and close limit switch cams so respective indicating light illuminates in the corresponding position. Verify the proper pilot light colors are used.				
8. Enclosure finish (interior and exterior) repainted wherever required (i.e., scratches, drilled holes, etc.).				
9. Verify alignment of nameplates (interior and exterior).				
10. Apply proper air pressure to all pneumatic circuits, where available.				

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Control Panel Checklist - AquaDiamond® Filter

Electrical

(continued)

	N/A	OK	Rework Req'd	Rework Complete
10. Verify limit switch feedback for all valves and confirm external valve position indicator agrees with actual valve position.				
11. Verify rotation & operation of any motor not utilizing a VFD.				
12. Verify motor feedback for any motor not utilizing a VFD.				
13. Verify wiring and contact sense (N.O. & N.C.) of the platform End of Travel limit switches.				
14. Verify wiring and contact sense (N.C.) of the platform Low Speed limit switches.				
15. Verify wiring and contact sense (N.O.) of the Obstruction Status limit switches.				
16. Verify wiring and contact sense (N.C.) of the Obstruction Status limit switches in the hardwired Safety circuitry.				
17. Verify wiring and contact sense (N.O.) of the Travel Rail proximity switches.				
18. Verify wiring and contact sense (N.O.) of the Backwash Pump Low Vacuum switch.				
19. Verify wiring and contact sense (N.O.) of the basin High Level switch.				
20. Verify wiring of analog inputs and outputs for influent slide gate positioning and control.				
21. Verify wiring of analog inputs for backwash/solids waste flow control.				
22. Verify wiring of analog inputs for level indication.				
23. Verify wiring of other analog inputs. • influent or effluent turbidity • influent or effluent flow				
24. Verify platform is set up for the proper festoon interface. For additional reference, see document ES-7020.				

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Control Panel Checklist - AquaDiamond® Filter

5. PLC Equipment

(Completed by Electrical Engineering)

	N/A	OK	Rework Req'd	Rework Complete
1. Power leads connected to proper terminals and device switches are set to correct supply voltage.				
2. Verify PLC battery is installed. If memory module is required, confirm installation and setup.				
3. Number and type of spare I/O is correct and in correct location. All are pre-wired to terminal strip.				
4. Verify operation of input devices through PLC including spares.				
5. Analog inputs and outputs have been simulated and verified in the PLC.				
6. Verify operation of output devices through PLC including spares.				
7. Configuration dip switches have been properly set per drawings.				
8. All PLC/module software setup (communication, calibration, etc) is complete.				
9. Program is operational when placed in "Run" mode.				
10. Verify operation of Solids Waste phase • Solids removal cycle interval initiate • Manual solids removal initiate • Verify equipment states are correct throughout the cycle • Verify flow control loop				
11. Verify operation of Backwash phases: - (normal) Backwash - Level 2 Backwash - High Intensity Backwash - Continuous Backwash • Backwash cycle interval initiate • Manual backwash cycle initiate • Basin water level initiate • Differential water level initiate • Verify equipment states are correct throughout the backwash phases • Verify waste flow control loop				
12. Verify correct backwash valve sequence versus platform direction. {Backwash Valve #1 is open when the platform is travelling toward Influent end or Effluent end?}				
13. Verify operation of Drain Down cycle.				
14. Verify Filter Reset (Home) function. Verify proper Home location (Influent or Effluent end).				
15. Verify operation of Scum Removal (if applicable).				

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Control Panel Checklist - AquaDiamond® Filter

6. Final Check

(Completed by Panel Shop Foreman and Electrical Engineering)

	N/A	OK	Rework	Rework Complete
1. Two sets of up-to-date prints are installed in the panel: The first set in the print pocket and the second set in the bag labeled for Aqua customer service personnel.				
2. All safety and wiring channel covers are in place.				
3. All disconnects and circuit breakers are in the OFF position.				
4. Verify all wiring connections are secure and tight.				
5. Panel is free of debris and clean.				
6. Review internal and external components for shipment readiness. Secure as necessary and inform shipping of any special crating requirements.				
7. In the space below, note HMI series, rev, firmware and date code from unit label. Note PLC series, rev and date code and operating system series and firmware. Take a picture of these labels.				
8. Confirm all U.L. 508 certification requirements have been completed. • U.L. Approval Sticker placed in enclosure • Nameplate placed in enclosure providing: Incoming power requirements (voltage, phase and hertz) Full load amperage Largest motor horsepower in enclosure Enclosure assembly drawing symbol Field wiring specifications • Sticker placed in enclosure stating all fuse types and ratings				

HMI → SER: Date Code:
REV:
FRM:

PLC → SER: Date Code:
REV:
OS SER:
OS FRM:

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PROCESS DESIGN REPORT

AQUA-AEROBIC
SYSTEMS, INC.

DURANGO HILLS WRC NV

Design#: 42542

Option: Bid Design

Designed By: Eric Roundy on Monday, August 8, 2011

The enclosed information is based on preliminary data which we have received from you. There may be factors unknown to us which would alter the enclosed recommendation. These recommendations are based on models and assumptions widely used in the industry. While we attempt to keep these current, Aqua-Aerobic Systems, Inc. assumes no responsibility for their validity or any risks associated with their use. Also, because of the various factors stated above, Aqua-Aerobic Systems, Inc. assumes no responsibility for any liability resulting from any use made by you of the enclosed recommendations.

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AquaDiamond Tertiary Filtration - Design Summary

DESIGN INFLUENT CONDITIONS

Pre-Filter Treatment: Secondary

Avg. Design Flow	= 5.00 MG/Day	= 3472.22 gpm	= (18900 m³/day)
Max Design Flow	= 7.50 MG/Day	= 5208.3 gpm	= (28350 m³/day)

DESIGN PARAMETERS	Influent	mg/l	Effluent Required	<= mg/l	Effluent Anticipated	<= mg/l
Avg. Total Suspended Solids:	TSSa	10	--	--	TSSa	--
Max. Total Suspended Solids:	TSSm	15	--	--	--	--
***Turbidity:**	NTU	5	NTU	2	NTU	2

*Note: Tubidity represented in Nephelometric Turbidity Units (NTU's) in lieu of mg/l.

AquaDiamond FILTER RECOMMENDATION

Qty Of Filter Units Recommended	= 2
Number Of Diamonds Per Unit	= 8
Total Filter Area Provided	= 2752.0 ft² = (255.67 m²)
Filter Model Recommended	= AquaDiamond Concrete Model 1643

AquaDiamond FILTER CALCULATIONS

Filter Type:

Vertically Mounted Cloth Media Diamonds featuring automatically operated vaccum backwash and solids removal system.

Average Flow Conditions:

Average Hydraulic Loading = Avg. Design Flow (gpm) / Recommended Filter Area (ft²)
= 3472.2 / 2752 ft²
= 1.26 gpm/ft² (0.85 l/s/m²) at Avg. Flow

Maximum Flow Conditions:

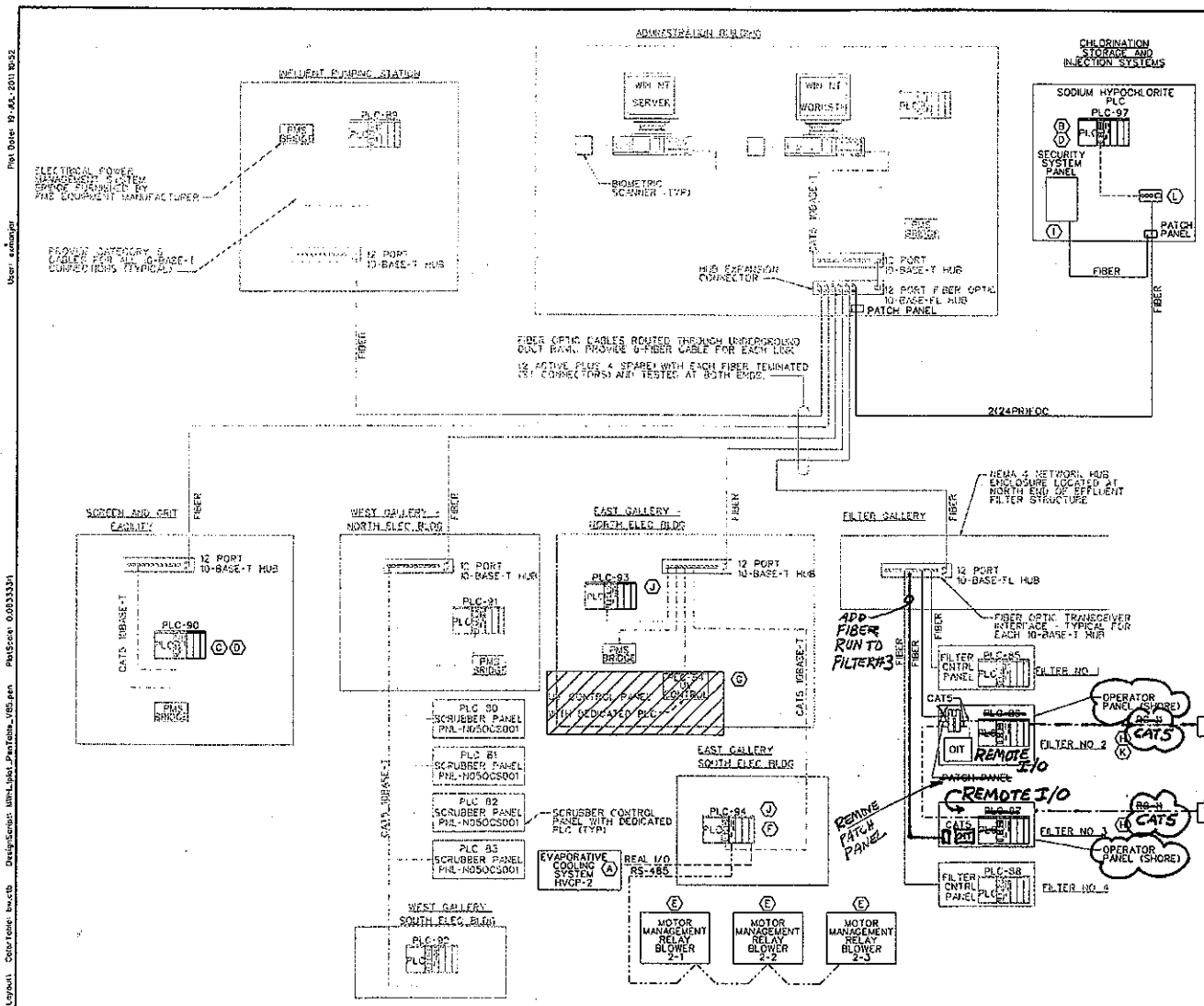
Maximum Hydraulic Loading = Max. Design Flow (gpm) / Recommended Filter Area (ft²)
= 5208.3 / 2752 ft²
= 1.89 gpm/ft² (1.29 l/s/m²) at Max. Flow

Solids Loading:

Solids Loading Rate = (lbs TSS/day at max flow and max TSS loading) / Recommended Filter Area (ft²)
= 938.3 lbs/day / 2752 ft²
= 0.34 lbs. TSS /day/ft² (1.65 kg. TSS/day/m²)

The above recommendation is based upon the provision to maintain a satisfactory hydraulic surface loading with (1) unit out of service. The resultant hydraulic loading rate at the Maximum Flow is: 3.8 gpm / ft² = (2.5 L/s / m²)

= Aqua-Aerobic Supply



GENERAL SHEET NOTES

1. ALL NEW PLC HARDWARE SHALL BE FROM THE MODICON QUANTUM SERIES PLC'S.

SHEET KEYNOTES

A. NEW I/O REQUIRED FOR THE EVAPORATIVE COOLING SYSTEM SHALL BE ROUTED TO PLC 94. EXISTING SPARE I/O SHALL BE USED (REF: P&ID ID-372).

B. THE NEW SODIUM HYPOCHLORITE MODICON QUANTUM PLC SHALL ALSO BE USED TO CAPTURE SIGNALS ASSOCIATED WITH THE CONTACT TANK.

C. SIGNALS TO MONITOR AND CONTROL THE NEW MECHANICAL SCREEN CONTROL PANELS SHALL BE ROUTED TO THE EXISTING PLC 90.

D. THE NEW SODIUM HYPOCHLORITE PLC 97 AND EXISTING PLC 90 SHALL BE PROGRAMMED BY THE OWNER'S DESIGNATED SYSTEMS INTEGRATOR TO PROVIDE REMOTE MONITORING AND CONTROL OF THE SODIUM HYPOCHLORITE AND MECHANICAL SCREEN SYSTEMS RESPECTIVELY.

E. THE MOTOR MANAGEMENT RELAYS SHALL BE PROGRAMMED TO MAP DATA INTO PLC 94 FOR DISPLAY ON SCADA.

F. PLC-94 SHALL BE FURNISHED WITH AN ADDITIONAL 'NOM' COMMUNICATIONS MODULE TO ESTABLISH AN RS-485 NETWORK TO THE BLOWER MOTOR MANAGEMENT RELAYS.

G. UV SYSTEM AND ASSOCIATED CONTROLS SHALL BE DEMOLISHED AS A RESULT OF NEW SODIUM HYPOCHLORITE SYSTEM.

H. PLC 86 AND PLC 87 SHALL BE REMOVED AND REPLACED WITH NEW VENDOR PACKAGE QUANTUM MODICON PLC'S.

I. FOR SECURITY SYSTEM DIAGRAM REFER TO ND-002.

J. ADDITIONAL SIGNALS FOR THE NEW MOTORIZED FILTER INLET GATES SHALL BE ROUTED THROUGH EXISTING PLC'S 93 AND 94 AND SHALL BE PROGRAMMED BY THE OWNER'S DESIGNATED SYSTEMS INTEGRATOR.

~~K. OIT AT PLC 86 SHALL MONITOR AND CONTROL FILTER NO 2 AND FILTER NO 3.~~

L. FOLLOWING COMPONENTS SHALL BE PROVIDED:
CISCO WS-C3560-8PC-S, 8 ETHERNET 10/100 PORTS AND 1 DUAL-PURPOSE 10/100/1000 AND SFP PORT.
CISCO GBIC MODULE GLC-SX-MM.
CISCO LC/SC PATCH CALBE FOP-LCSC-MM-2

LEGEND

- RG-11
- FIBER
- RS-485
- REAL I/O
- CAT5
- ETHERNET SWITCH CISCO WS-C3560-8PC-S

REV	DATE	BY	DESCRIPTION

DURANGO HILLS WATER RESOURCE CENTER PROCESS UPGRADES PROJECT

MWH

DESIGNED - P. ATKINSON
DRAWN - P. ATKINSON
CHECKED - J. YAUSSI

PROCESS UPGRADES PROJECT

INSTRUMENTATION CONTROL SYSTEM BLOCK DIAGRAM

SCALE: NO SCALE

SHEET: ND-001

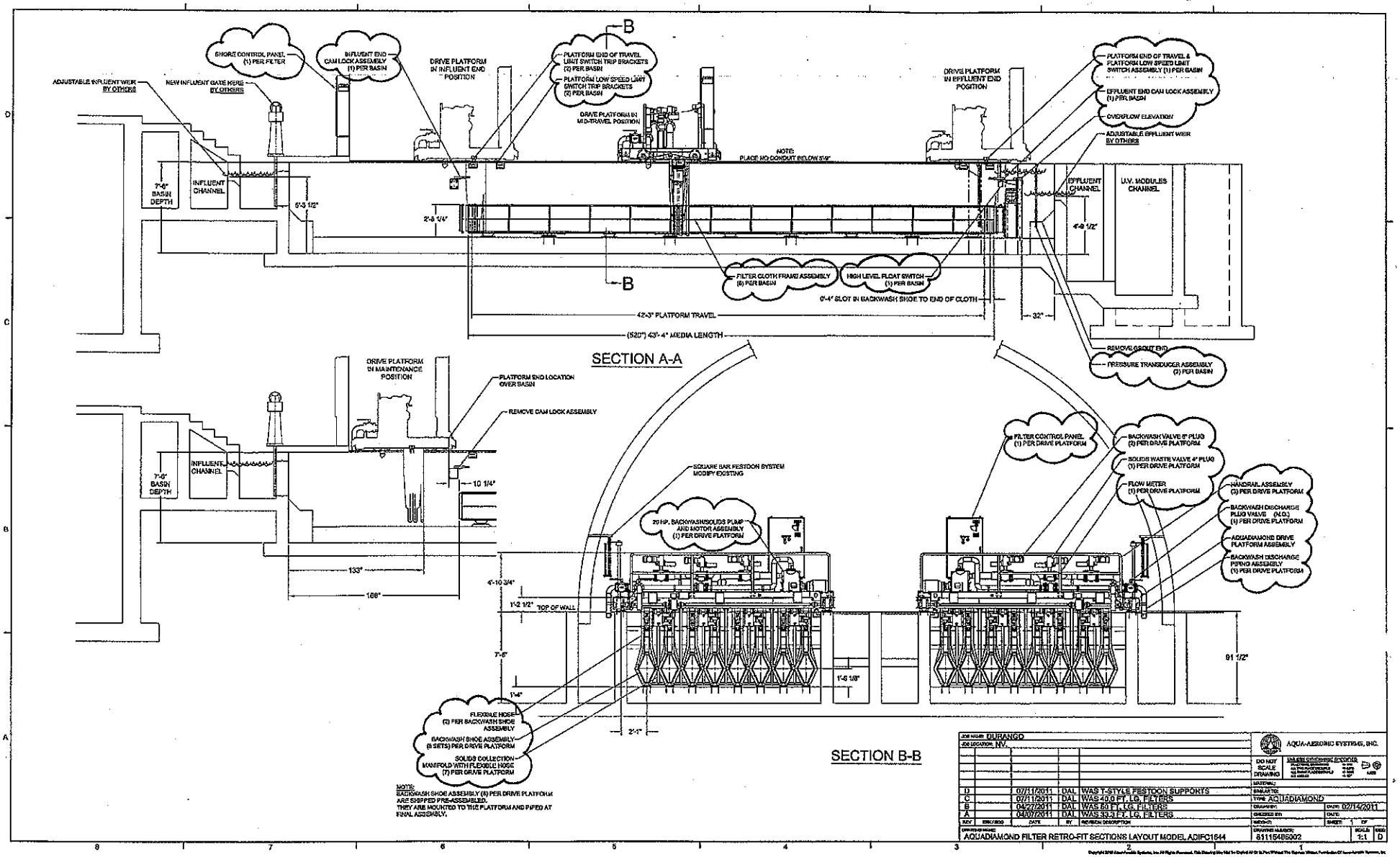
1007620

PROFESSIONAL ENGINEER - STATE OF COLORADO - PHILIP M. ATKINSON - 7/20/11

WARNING 0 ½ 1" IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

File: ND-001.dgn Model: Layout1 Color Table: bw.ctb Design Center: MWH_Inlet_PenTable_V85.pen Plot Scale: 0.08333333 Plot Date: 19-JUL-2011 10:52 User: cmeyer

= Aqua-Aerobic Supply



JOB NAME: DURANGO
JOB LOCATION: NV,

AQUA-AEROBIC SYSTEMS, INC.

DO NOT SCALE DRAWING

REV	ENG/MOD	DATE	BY	REVISION DESCRIPTION
D		07/11/2011	DAL	WAS T-STYLE FESTOON SUPPORTS
C		07/11/2011	DAL	WAS 40.0 FT. LG. FILTERS
B		04/27/2011	DAL	WAS 50 FT. LG. FILTERS
A		04/07/2011	DAL	WAS 50.3 FT. LG. FILTERS

MATERIAL:
FINISH:
TYPE: AQUADIAMOND
DRAWN BY: DATE: 07/14/2011
CHECKED BY: DATE:
APPVD BY: SHEET: 1 OF 1
DRAWING NAME: AQUADIAMOND FILTER RETRO-FIT SECTIONS LAYOUT MODEL ADIFC1644
DRAWING NUMBER: 81115405002
SCALE: 1:1
SIZE: D

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the renewal of the contract with Health Plan of Nevada for Health Maintenance Organization (HMO) medical insurance services ($2,700,000 - Self-Insurance Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,700,000
Funding Source: Self-Insurance Internal Service Fund
Dept./Division: Human Resources/Risk Management, Compensation and Benefits

PURPOSE/BACKGROUND:
The City of Las Vegas currently uses Health Plan of Nevada (HPN) for its Health Maintenance Organization (HMO) medical plan. A renewal has been submitted that extends the current contract until December 31, 2012. A rate increase of 7% has been received for 2012. This is well below current medical inflationary trends. Costs are within approved FY 2012 budgets.

RECOMMENDATION:
Approval to renew the contract with Health Plan of Nevada (HPN)

BACKUP DOCUMENTATION:
1. Lockton Renewal Letter dated October 11, 2011
2. City of Las Vegas Insurance Committee Renewal Recommendation Letter dated September 20, 2011

MEMO

DATE: October 11, 2011

TO: Vickie Robinson, City of Las Vegas
Dan Rigato, City of Las Vegas

FROM: Tanna Prince

SUBJECT: 2012 HMO and PPO Rate Renewals

Sierra Health and Life PPO Plan

The current PPO plan design is no longer offered by SHL. Therefore, we recommend that the City adopt the next available plan option, which includes higher annual deductibles ($500/$1,000 vs. $250/$500), higher out-of-pocket maximums and higher prescription drug copayments. Rates for this option are 12% lower than those for the current PPO plan.

HPN HMO

The renewal calls for a 7% increase, which is well within current trend factors. Because rates for the HMO are significantly lower than rates for the CDH and PPO options, we do not recommend decreasing benefit levels in this plan.

Please let me know if you have any questions.

8430 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Phone: (702) 641-4531

Memorandum

City of Las Vegas
Insurance Committee

To: Betsy Fretwell, City Manager

From: Val Sharp, Chairman, Insurance Committee

CC:

Teresa Boyce Dan Tarwater Candace Falder Latosha James Benet Murphy
Vicki Robinson Dan Rigato

Date: September 20, 2011

Re: Recommended Changes to the City's Group Benefit Plans

The Insurance Committee met last week to address the 2012 employee group benefit renewals. We received renewal information from our broker and have developed plan changes which will minimize the impact of the rates on the city as well as employees. These proposed changes will allow the city to continue to offer a strong and sustainable benefit package to our employees.

Human Resources, in conjunction with our broker, have researched various alternatives for these group benefits and plan designs for the existing programs. The goal was to minimize employee impact, shift costs to those employees that use the plan and provide a sustainable benefit program for the city. Human Resources worked with our broker to develop the following suggested revisions to the plan to offset the cost increases which have been proposed.

Coordinated Health/Care (C H/C)

Last year, during the HSC hospital rate negotiations, Human Resources and our broker proposed plan changes that would minimize the impact on the plan if a hospital system left the HSC network. At that time the Insurance Committee approved those changes and they were proposed this year as well. The initial premium increase proposed by our broker's actuary showed a 7% increase. By implementing the plan changes the only premium increase will be for family coverage. The family rate has been underwater for several years and was being subsidized by the city and employees with employee only or employee +1 coverage. For 2012 we recommend that the actuary rate, developed by our broker, be used for setting employee premiums for family coverage. With the plan changes to our Sierra PPO those employees adversely impacted by this premium change do have a clear and less expensive option for family coverage.

The insurance committee recommends the following plan design changes:

- Pre-certification of all inpatient hospital admissions and scheduled surgical procedures. Quantum Health, the City's health management vendor, was hired to partner with the City in managing the health of sick employees in a coordinated, cost effective manner, focused on surrounding the patient with support and education. Quantum's team of Care Coordinators will work with City employees to make sure that care is rendered in the most effective setting and these services are not duplicated. Providing cost reductions for the city as well as our employees.
    - In concert with this change we are recommending that all employees enrolled in C H/C that participate in a Lifesigns annual physical must submit their results to C H/C. The purpose is to provide C H/C with all the information we can about the employee so C H/C can provide support and education. Improving employee health and driving down plan costs.
- Reduce the out-of-network benefit percentage from 70% to 60% to drive care to contracted providers and decrease the in-network level from 90% to 80% to cost share with employees who use the plan more.

- Increase out-of-pocket maximums for both in and out-of-network services. In-network benefits remain very rich with current HRA allocations of 1000/2000/3000 and low bridge/deductibles of 500/750/1000. We recommend that In-Network Out Of Pocket and Out-of-network (OOP) maximums should be increased to reduce plan costs for employees who choose to leave the area to use non-contracted hospitals.

Plan Provision	Current Plan	Proposed Change
HRA amount	$1,000/$2,000/$3,000	No change
Annual Bridge/Deductible	$500/$750/$1,000	No change
Coinsurance %	In-Network:90% Out-of-Network: 70%	In-Network: 80% Out-of-Network: 60%
Annual Out-of-Pocket Maximum (not considering bridge)	$2000/$3000/$4000 (plus applicable bridge)	In-Network: $2500/3500/4500** Out-of-Network: $6000/$7000/$9,000 (plus applicable bridge)

Catalyst

The cost of our pharmacy benefit continues to increase exceeding benefit trend and more costly drugs are being produced that could dramatically impact plan costs. Our broker recommended that we implement the Catalyst Formulary Advantage Program (FAP) which will increase generic usage, currently 63.6% similar plans average 75%, by targeting employee usage of 11 drug classes for generic utilization. For every 1% increase in generic utilization we should see a 1% decrease in our pharmacy spend. The program is run by Catalyst and relies heavily on employee and physician communication. Of the 11 drug classes in the FAP the psychotic and growth hormone drugs will be grandfathered. These drug classes are very specific to an individual needs and once a patient is using a specific combination it is not advantageous to move them to a generic or preferred brand.

Dental Benefit

It has been several years since the dental benefit plan had any increase in premium. The actuary study completed for 2012 suggested a 24% increase in premium. The plan design for this benefit has not been changed for several years and with costs increasing about 10% annually the benefit level we are providing to employees has not kept pace with inflation. Therefore, we are proposing a 31% increase in premium and adding on an additional $500 in benefit.

HPN HMO

The proposed premium increase for this plan is 7%. This is below medical trend and in line with past increases. No plan changes were recommended for this plan.

Sierra PPO

The initial renewal increase for this plan was 9%. Human Resources and our Broker reviewed various alternatives and suggested that the following major changes be made to minimize the premium increase.

- Change the Annual Deductible from $250/$500/$1000 to $500/$1000/$1000 (Employee, Employee +1 and Family)

- Increase the copay on prescriptions from $10/$35/$55 to $15/$40/$60 (Generic/Preferred Brand/Non-Preferred brand)

Moving to this new plan will result in a 12% premium decrease for the 2012 plan year.

The current PPO plan we have is no longer offered by this vendor. The broker recommended the new proposed plan due to the rate decrease as well as the plan design offers employees a solid benefit plan which fits between the HMO and Coordinated Health/Care plans from a benefit level and pricing perspective.

Recommendation

Therefore, following review of all the alternatives, and the proposed revisions to the plan, the Insurance Committee recommended the following:

- Acceptance of Coordinated Health/Care plan changes and rates

- Acceptance of Catalyst Formulary Advantage Program

- Acceptance of the Sierra PPO plan changes and rates

- Acceptance of the HPN rates – no plan changes

- Acceptance of the Dental plan benefit increase and rates

- Details of the plan rates for bi-weekly employee contributions are attached

Collectively, the proposed revisions would be expected to save approximately $600,000 or greater over the 2012 plan year.

These plan changes will be communicated to employees during open enrollment meetings as well as an open enrollment newsletter. As a committee, we believe the above recommendations, if followed, will provide our employees with continued access and choice for their medical services, at rates which are fair and equitable, while protecting the financial sustainability of the city's group benefit insurance plans.

Please call me if you have any questions or wish to discuss the Committee's recommendations.

Thank you.

Val Sharp

Employee Bi-Weekly premium changes.

BI WEEKLY	2011	2012	Difference/Pay	Difference/Year
Dental				
EE	$0	$0	$0	$0
EE +1	$5.00	$6.76	$1.76	$45.76
Family	$12.00	$15.69	$3.69	$95.94
HPN				
EE	$0	$0	$0	$0
EE +1	$69.97	$74.77	$4.80	$124.80
Family	$110.58	$118.38	$7.80	$202.80
CDH				
EE	$0	$0	$0	$0
EE +1	$126.79	$126.79	$0	$0
Family	$222.86	$256.99	$34.13	$893.36
SIERRA				
EE	$0	$0	$0	$0
EE +1	$142.32	$124.62	$-17.77	$124.80
Family	$224.96	$197.00	-$27.96	-$431.08

Increasing the CDH family rate allows us to market our CDH and Sierra plans more in line with the features and benefits associated with each plan. The CDH is a premier health plan which should be reflected in the premiums. The Sierra plan is a middle of the road plan with lower benefits and lower premiums. The information highlighted in yellow is done to demonstrate the difference in the rates. Last year the difference in employee rates was only $2.00.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the renewal of the contract with Sierra Health and Life (SHL) for a fully-insured Preferred Provider Organization (PPO) medical plan ($1,100,000 - Self-Insurance Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $ 1,100,000
Funding Source: Self-Insurance Internal Service Fund
Dept./Division: Human Resources/Risk Management, Compensation and Benefits

PURPOSE/BACKGROUND:
The City of Las Vegas currently uses Sierra Health and Life for its Preferred Provider Organization (PPO) medical plan. A renewal has been submitted that extends the current contract until December 31, 2012. A rate decrease of 12% has been received for 2012, which is a significant price decrease due to plan design changes. Costs are within approved FY 2012 budgets.

RECOMMENDATION:
Approval to extend contract with Sierra Health and Life for PPO medical insurance services.

BACKUP DOCUMENTATION:
1. Lockton Renewal Letter dated October 11, 2011
2. City of Las Vegas Insurance Committee Renewal Recommendation Letter dated September 20, 2011

MEMO

DATE: October 11, 2011

TO: Vickie Robinson, City of Las Vegas
Dan Rigato, City of Las Vegas

FROM: Tanna Prince

SUBJECT: 2012 HMO and PPO Rate Renewals

Sierra Health and Life PPO Plan

The current PPO plan design is no longer offered by SHL. Therefore, we recommend that the City adopt the next available plan option, which includes higher annual deductibles ($500/$1,000 vs. $250/$500), higher out-of-pocket maximums and higher prescription drug copayments. Rates for this option are 12% lower than those for the current PPO plan.

HPN HMO

The renewal calls for a 7% increase, which is well within current trend factors. Because rates for the HMO are significantly lower than rates for the CDH and PPO options, we do not recommend decreasing benefit levels in this plan.

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8430 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Phone: (702) 641-4531

Memorandum

City of Las Vegas
Insurance Committee

To: Betsy Fretwell, City Manager

From: Val Sharp, Chairman, Insurance Committee

CC:

Teresa Boyce Dan Tarwater Candace Falder Latosha James Benet Murphy
Vicki Robinson Dan Rigato

Date: September 20, 2011

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The Insurance Committee met last week to address the 2012 employee group benefit renewals. We received renewal information from our broker and have developed plan changes which will minimize the impact of the rates on the city as well as employees. These proposed changes will allow the city to continue to offer a strong and sustainable benefit package to our employees.

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Val Sharp

Employee Bi-Weekly premium changes.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the contract with Chartis for stop loss insurance ($603,339 - Self-Insurance Internal Service Fund)

Fiscal Impact

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

Amount: $603,339
Funding Source: Self-Insurance Internal Service Fund
Dept./Division: Human Resources/Risk Management, Compensation and Benefits

PURPOSE/BACKGROUND:
The Consumer Driven Health Plan (CDHP) is a partially self funded plan. Stop loss insurance is obtained to limit the exposure on a claims perspective. The City's incumbent stop loss carrier, Sunlife, issued a final renewal offer of 19% increase over current rates based on historical experience, expected final experience for this year and risk for the upcoming policy year. However, the stop loss market can be competitive, and stop loss carrier Chartis offered rates at 9% over current rates. No other A rated stop loss carriers offered competitive bids. We are recommending that Chartis be the new stop loss carrier for our self funded CDHP.

RECOMMENDATION:
Approval to contract with Chartis for stop loss insurance services effective January 1, 2012

BACKUP DOCUMENTATION:
Memo from Lockton (benefits consultant representing the City of Las Vegas) dated October 20, 2011 recommending Chartis as the provider for stop loss insurance services

MEMO

DATE: October 20, 2011

TO: Vickie Robinson, City of Las Vegas
Dan Rigato, City of Las Vegas

FROM: Tanna Prince

SUBJECT: 2012 Stop Loss insurance renewal recommendation

The City's self funded Consumer Driven Health Plan is currently supported by reinsurance coverage issued by Sunlife Insurance Company. It is Lockton's recommendation that The City move reinsurance carrier coverage from Sun Life to Chartis effective January 1, 2012.

The City's incumbent reinsurer, Sunlife, issued a final renewal offer of 19% increase over current rates based on historical experience, expected final experience for this year, and risk for the upcoming policy year. However, the stop loss market can be competitive, and reinsurer Chartis offered rates at 9% over current rates. No other A rated reinsurers were competitive as indicated on prior documents.

The 9% lower rates from Chartis represent $54 K in reduced premium. Chartis is an A rated carrier with whom we have other business. It is our recommendation that the city move the reinsurance to Chartis. We do not recommend that you seek a higher individual retention than the current 250 K.

We have reviewed the detailed de-identified information utilized by Sunlife and Chartis, and we find the underlying underwriting and rating to be reasonable based on industry standards. Please let us know if further information should be provided.

8430 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Phone: (702) 641-4531

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve staff to apply for a Right-of-Way Grant and a Short Term Right-of-Way Grant with the Bureau of Land Management for roadway, drainage and sewer purposes along Lone Mountain Road between the Clark County 215 Beltway and Barden Road, APN's 137-01-501-002 and 126-36-401-001 ($200 – General Fund) - Ward 4 (Anthony)

Fiscal Impact

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

Amount: $200.00
Funding Source: General Fund
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:

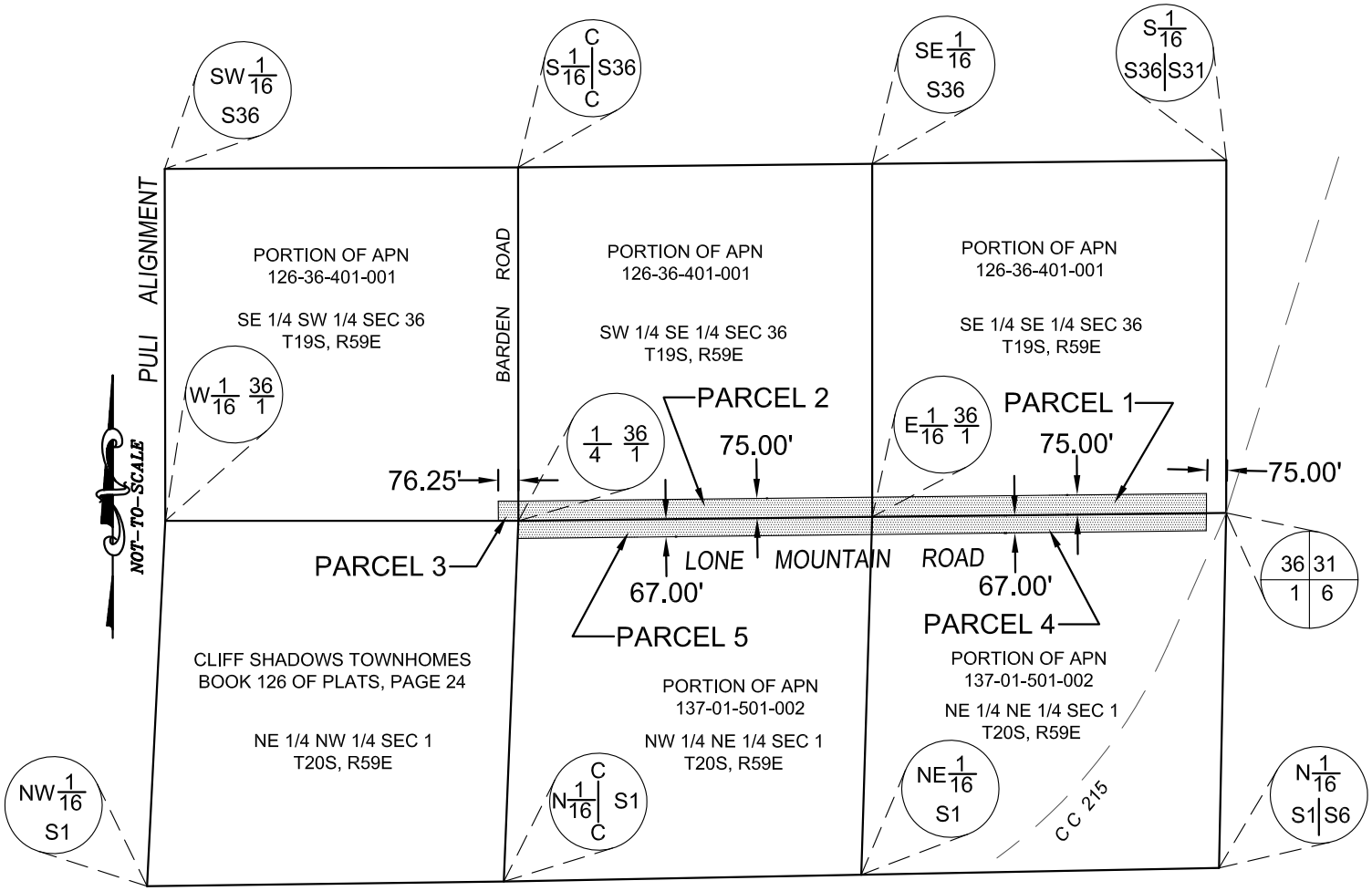
The Right-of-Way Grant will provide access along Lone Mountain Road for the residents in the area. The Short Term Right-of-Way Grant will be used to construct an access road for the Gravel Pits north of Lone Mountain Road. Legal Description: being a portion of the South Half (S½) of Section 36, Township 19 South, Range 59 East and a portion of the Northeast Quarter (NE¼) of Section 1, Township 20 South, Range 59 East, Mount Diablo Meridian, Clark County, Nevada.

RECOMMENDATION:

Staff recommends approval and authorization of staff to execute any additional documents from the Bureau of Land Management necessary to maintain these Grants in good standing with the Bureau of Land Management.

BACKUP DOCUMENTATION:

1. Right-of-Way Grant Map Exhibit
2. Short Term Right-of-Way Grant Map Exhibit



PORTIONS OF THE S 1/2 SECTION 36, T19S, R59E, MDM
& PORTIONS OF THE NE 1/4 SECTION 1, T20S, R59E, MDM
PROPOSED BLM RW GRANT FOR LONE MOUNTAIN ROAD IMPROVEMENTS
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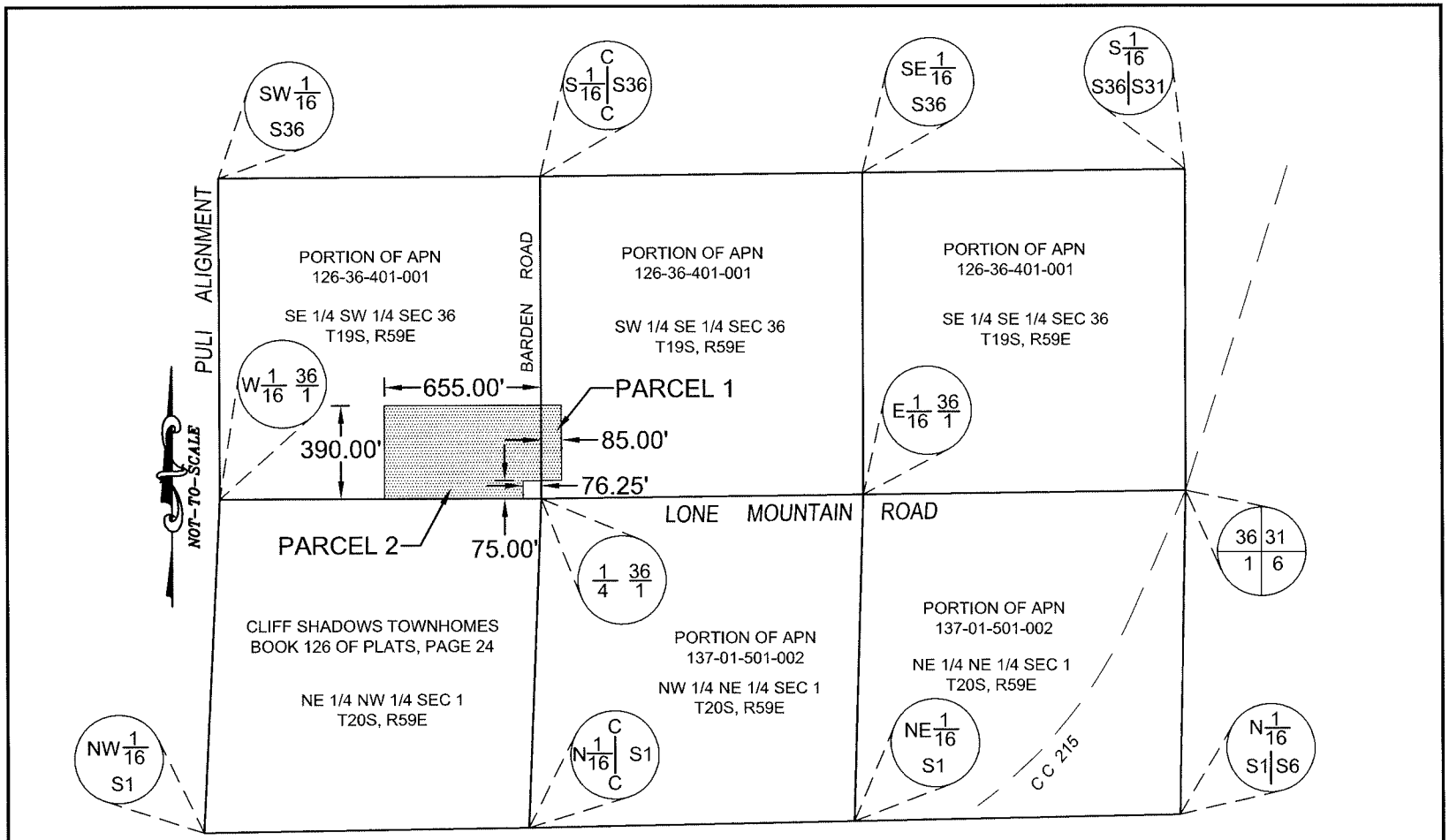
DEPARTMENT OF OPERATIONS & MAINTENANCE
RIGHT OF WAY SECTION



PORTIONS OF SECTION 36, T19S, R59E, MDM
PROPOSED SHORT-TERM BLM R/W GRANT
ex111001.doc

DEPARTMENT OF OPERATIONS
& MAINTENANCE
RIGHT OF WAY SECTION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 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 Las Vegas Faith Center, Location: Craig P Kenney & Associates, 501 South 8th Street, Date: November 4, 2011, Type: Special Event Beer/Wine, Event: Leave Your Suit at the Door, Responsible Person in Charge: Stephanie McCracken - 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 6:00 p.m. - 9:00 p.m. Estimated attendance is 125. Security provided by Brent Sims.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire and planning codes.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 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 code for The Box Office, Location: 1129 South Casino Center Boulevard, Dates: November 4 - 5 and December 2, 2011, Type: Special Event General, Event: TBO Presents First Friday Weekend, Responsible Person in Charge: Claude Noble - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 1:00 a.m. Estimated attendance is 45. Security provided by America's Best Security.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire code.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Smoke Ranch Enterprises, Inc., To: City Express #5 LLC, dba AM/PM Jones, 2401 North Jones Boulevard, Renu Taneja, Mgr, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership for a Beer/Wine/Cooler Off-sale License. Previous name was Smoke Ranch & Jones AM/PM Mini Market.

RECOMMENDATION:
Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Restaurant Service Bar License for a Change of Ownership, From: Wolfgang Puck Catering and Events, LLC, To: Southern Nevada Joint Management & Culinary & Bartenders Training Trust, dba Culinary Academy of Las Vegas, 317 South Valley View Boulevard, Sterling Burpee, Exec Chef & VP of Hospitality Operations; Lance Graulich, Dir of Operations; and Danny De La Huerta, Gen Mgr - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Restaurant Service Bar License for a Change of Ownership. Previous business name was Wolfgang Puck Catering.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Banquet Facility Liquor License and a Temporary Liquor Caterer License for a Change of Ownership, From: Wolfgang Puck Catering and Events, LLC, To: Southern Nevada Joint Management & Culinary & Bartenders Training Trust, dba Culinary Arts Catering, 317 South Valley View Boulevard, Sterling Burpee, Exec Chef & VP of Hospitality Operations; Lance Graulich, Dir of Operations; and Danny De La Huerta, Gen Mgr - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Banquet Facility Liquor License and a Temporary Liquor Caterer License for a Change of Ownership. Previous business name was Wolfgang Puck Catering.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: Jillian's Management Company, Inc., To: Diet Center, LLC, dba Heart Attack Grill, 450 Fremont Street, Suite 130, Jon Basso, Managing Mmbr, 50%; Fred Mossler, Shareholder, 16.67%; Tony Hsieh, Shareholder, 12.5%; and Andrew Donner, Shareholder, 4.16% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership. Previous business name was Jillian's (non-operational).

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler On-sale License, Gloriell Holdings, LLC, dba Pancit Adobo Filipino Restaurant, 2131 Rock Springs Drive, Gloria Rosell-Ensell, Mgr, 80% and Natasha Rosell, Managing Mmbr, 20% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Burglar Alarm Service License, Superior Sound and Video Inc., dba Superior Sound and Video Inc., 5455 South Durango Drive, Myriam Gardner, 100% - Clark County

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Burglar Alarm Service License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Locksmith License, Las Vegas Realty Services, LLC, dba Las Vegas Realty Services, 10404 Trenton Place, Steven Turner, Managing Mmbr, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Locksmith License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following conditions:

1. All business vehicles will be clearly marked with business name.
2. All persons who perform the function of a locksmith or safe mechanic will wear identifiable uniforms with business name.
3. All persons who perform the function of a locksmith or safe mechanic will maintain valid work cards.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Change of Ownership for a Class I-A Secondhand Dealer License, From: Mintchevi Incorporated, To: Planet Recycling, Inc, dba Planet Recycling, 1816 Industrial Road, Suite 4, Milen Mintchev, Pres, Secy, Treas, Dir, 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Ownership for a Class I-A Secondhand Dealer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Supplemental Interlocal Contract No. 4 - 399d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $135,000 and extend the project completion date to June 30, 2012 for Tenaya Way Overpass, Westcliff Drive to Washington Avenue - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Regional Transportation Commission (RTC) approved an Interlocal Contract dated June 13, 2002 and Supplemental Interlocal Contracts dated May 18, 2006, October 9, 2008 and June 10, 2010 for the design, right-of-way acquisition and the construction of roadway improvements for the Tenaya Way Overpass, Westcliff Drive to Washington Avenue project. This Supplemental Interlocal Contract No. 4 will decrease total project funding in the amount of $135,000 and extend project completion date to June 30, 2012. Total amount of project funding will not exceed $9,315,000. The RTC approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 4 – 399d

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
TENAYA OVERPASS, WESTCLIFF DRIVE TO WASHINGTON AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4, 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 June 13, 2002 and supplemental interlocal contracts dated May 18, 2006, October 9, 2008 and June 10, 2010 for the design and construction of Tenaya Way Overpass, Westcliff Drive to Washington Avenue, being located totally within the CITY; and,

WHEREAS, the RTC previously granted extension of completion and a "Revised Authorization to Proceed" for engineering, right-of-way other and right-of-way acquisition; and,

WHEREAS, the CITY desires to decrease Project funding and to extend the Project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, 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 $9,315,000 which includes all of the above items.

2. A revised "Authorization to Proceed" will be issued for construction at a cost not to exceed $8,110,000, engineering design at a cost not to exceed $1,180,000, right-of-way acquisition at a cost not to exceed $5,000, and right-of-way other at a cost not to exceed $20,000, 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.

SECTION III: GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to June 30, 2012. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated June 13, 2002 and supplemental interlocal contracts dated May 18, 2006, October 9, 2008 and June 10, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 4 is effective as of the date first set forth above.

Date of Commission Action:

August 11, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

_____ 9/1/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Fourth Supplemental Interlocal Contract 529d 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 Grand Teton Drive, Decatur Boulevard to Maverick Street - 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) approved an Interlocal Contract dated April 13, 2006 and Supplemental Interlocal Contracts dated March 8, 2007, November 13, 2008 and October 14, 2010 for the construction, design, acquisition and right-of-way of roadway improvements for the Grand Teton Drive, Decatur Boulevard to Maverick Street project. This Fourth Supplemental Interlocal Contract will decrease total project funding in the amount of $100,000. Total amount of project funding will not exceed $3,721,000. The RTC approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract 529d

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
GRAND TETON DRIVE, DECATUR BOULEVARD TO MAVERICK STREET

THIS FOURTH 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".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on April 13, 2006 and supplemental interlocal contracts on March 8, 2007, November 13, 2008 and October 14, 2010 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Grand Teton Drive, Decatur Boulevard to Maverick Street, being located totally within the CITY; and,

WHEREAS, the RTC previously granted extension of completion and a "Revised Authorization to Proceed" for engineering, right-of-way other and right-of-way acquisition; and,

WHEREAS, the CITY desires to 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 $3,721,000 which includes all of the above items.

2. A revised "Authorization to Proceed" will be issued for construction at a cost not to exceed $2,880,000, engineering design at a cost not to exceed $816,000, and right-of-way other at a cost not to exceed $25,000, 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 April 13, 2006, First Supplemental Interlocal Contract dated March 8, 2007, Second Supplemental Interlocal Contract dated November 13, 2008 and Third Supplemental Interlocal Contract dated October 14, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, this Fourth 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, 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.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Supplement No. 3 to the Grant and Cooperative Agreements L07AC13811 and L07AC14396 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the agreements performance dates to June 28, 2013 for the Sandhill Owens Park and Trailhead project funded under the Southern Nevada Public Lands Management Act (SNPLMA), located on Sandhill Road, just north of Washington Avenue - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into a Grant and Cooperative Agreements L07AC13811 and L07AC14396 with the Bureau of Land Management (BLM) on June 28, 2007 for the Sandhill Owens Park and Trailhead project. These supplements to the Grant and Cooperative Agreements will extend the agreement performance date to June 28, 2013 in order to complete construction and submit for reimbursements. The agreements have been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Grant and Cooperative Agreement L07AC13811 – Supplement No. 3
2. Grant and Cooperative Agreement L07AC14396 – Supplement No. 3

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L07AC13811	0003	08/30/2011	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Sandhill Owens Park and Trailhead Priority 6/16 , Project LV24

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
06/28/2007 through 06/28/2013

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$2,640,000.00	PREVIOUS	$2,640,000.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$2,640,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$2,640,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5070	jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Eddie W. Bell		775-861-6435	eddie_bell@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

~~Approved as to form~~
John S. Ridilla 8/29/11
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS
- [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER	DATE	AUTHORIZED REPRESENTATIVE	DATE
Susan Kaller			

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L07AC13811 11. PURPOSE: The purpose of this amendment is to extend the period of performance; provide guidance for potential additional extension, identify change in form used for financial reporting, incorporate new required language in the terms and conditions, and correct the actual CFDA to number 15.235, Southern Nevada Public Land Management Act. A. This is a no-cost performance period extension from 06/28/2012 to 06/28/2013. This is for the activities in the agreement to be brought in compliance with allowed expenditures, policies, procedures, and business rules outlined in the SNPLMA Implementation Agreement, requirements in the Secretary's Decision Documents, and Federal regulations governing Financial Assistance and expenditures. This extension was approved by the SNPLMA Executive Committee on 07/06/2011. B. OMB has issued a new Federal Financial Report (form SF-425) which replaces the Financial Status Report (form SF-269a). This Amendment revises Section VIII. B. Quarterly Status Report from: SF-269a Financial Status Report to SF-425 Federal Financial Report. Submit this report to the BLM Program Officer (PO), with a copy to the Grants Management Officer (GMO). C. Incorporate into the Terms and Conditions section of each agreement the following: Effective January 21, 2011 the following revisions to this term will apply to this agreement: 43 CFR Part 43 Government-Wide Requirements for a Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	Drug-Free Workplace Drug-free workplace. You, as the recipient, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D; 41U.S.C. 701-707. D. The CFDA number is changed to 15.235 Southern Nevada Public Land Management Act. E. All other terms and conditions remain unchanged. Legacy Doc #: FAA060149 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 06/28/2007 to 06/28/2013 BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6435. BLM Program Officer is Jeff Wilbanks Phone 702-515-5070				

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L07AC14396	0003	08/30/2011	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Sandhill Owens Park and Trailhead Priorty 6/19 , Project LV26

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
06/28/2007 through 06/28/2013

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$2,068,000.00	PREVIOUS	$2,068,000.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$2,068,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$2,068,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5070	jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Eddie W. Bell		775-861-6435	eddie_bell@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 5/29/11
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS
- [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L07AC14396 11. PURPOSE: The purpose of this amendment is to extend the period of performance; provide guidance for potential additional extension, identify change in form used for financial reporting, incorporate new required language in the terms and conditions, and correct the actual CFDA to number 15.235, Southern Nevada Public Land Management Act. A. This is a no-cost performance period extension from 06/28/2012 to 06/28/2013. This is for the activities in the agreement to be brought in compliance with allowed expenditures, policies, procedures, and business rules outlined in the SNPLMA Implementation Agreement, requirements in the Secretary's Decision Documents, and Federal regulations governing Financial Assistance and expenditures. This extension was approved by the SNPLMA Executive Committee on 07/06/2011. B. OMB has issued a new Federal Financial Report (form SF-425) which replaces the Financial Status Report (form SF-269a). This Amendment revises Section VIII. B. Quarterly Status Report from: SF-269a Financial Status Report to SF-425 Federal Financial Report. Submit this report to the BLM Program Officer (PO), with a copy to the Grants Management Officer (GMO). C. Incorporate into the Terms and Conditions section of each agreement the following: Effective January 21, 2011 the following revisions to this term will apply to this agreement: 43 CFR Part 43 Government-Wide Requirements for a Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	Drug-Free Workplace Drug-free workplace. You, as the recipient, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D; 41U.S.C. 701-707. D. The CFDA number is changed to 15.235 Southern Nevada Public Land Management Act. E. All other terms and conditions remain unchanged. Legacy Doc #: FAA060152 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 06/28/2007 to 06/28/2013 BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6435. BLM Program Officer is Jeff Wilbanks Phone 702-515-5070				

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Supplement No. 5 to the Grant and Cooperative Agreement L05AC13234 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the agreement performance date to December 31, 2012 for the Multi-Use Transportation Trails Phase II project funded under the Southern Nevada Public Lands Management Act (SNPLMA) and located throughout the City - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into a Grant and Cooperative Agreement L05AC13234 with the Bureau of Land Management (BLM) on August 4, 2005 for the Multi-Use Transportation Trails Phase II project. This Supplement No. 5 to the Grant and Cooperative Agreement will extend the agreement performance date to December 31, 2012 in order to complete construction and submit for reimbursements. This agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L05AC13234 – Supplement No. 5

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L05AC13234	0005	08/30/2011	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
City of Las Vegas Multi-Use Transportation Trails Phase 11

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
08/04/2005 through 12/31/2012

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$9,540,009.14	PREVIOUS	$9,540,009.14
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$9,540,009.14
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$9,540,009.14		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5070	jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Eddie W. Bell		775-861-6435	eddie_bell@blm.gov
PAYMENTS				

Approved as to form

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

John S. Ridilla 8/29/11
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER	DATE	AUTHORIZED REPRESENTATIVE	DATE
Susan Kaller			

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L05AC13234 11. PURPOSE: Provides for a no-cost performance period extension from 12/31/2011to 12/31/12. This is for the activities in the agreement to be brought in compliance with allowed expenditures, policies, procedures, and business rules outlined in the SNPLMA Implementation Agreement, requirements in the Secretary's Decision Documents, and federal regulations governing Financial Assistance and expenditures. This extension was approved by the SNPLMA Executive Committee on 07/06/2011. The award amounts in Box 13A reflect only the remaining balance at the time of the BLM's conversion to a new financial system in FY2009. The actual total award is as follows: Previous obligation = $11,151,360.00 this action = $00.00, total obligation = $11,151,360.00. All other terms and conditions remain unchanged. Legacy Doc #: NAF05LV14 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 08/04/2005 to 12/31/2012 BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6435. Jeff Wilbanks is the BLM Program Officer, SNDO Phone 702-515-5070				

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Supplement No. 6 to the Grant and Cooperative Agreement L05AC12957 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the agreement performance to December 4, 2012 for the Neon Boneyard Park project funded under the Southern Nevada Public Lands Management Act (SNPLMA), located at 821 Las Vegas Boulevard – Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into a Grant and Cooperative Agreement L05AC12957 with the Bureau of Land Management (BLM) on August 4, 2005 for the Neon Boneyard Park project. This Supplement No. 6 to the Grant and Cooperative Agreement will extend the agreement performance date to December 4, 2012 in order to complete construction and submit for reimbursements. This agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L05AC12957 – Supplement No. 6

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L05AC12957	0006	08/01/2011	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: David Bower
420 North Fourth Street
LAS VEGAS NV 89101

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso, City of Las Vegas
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Neon Boneyard Park Project, SNPLMA, Priority 5/25, Project LV16

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
08/04/2005 through 12/04/2012

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$5,227,200.00	PREVIOUS	$5,227,200.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	TOTAL	$5,227,200.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$5,227,200.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5070	jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Eddie W. Bell		775-861-6435	eddie_bell@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 8/29/11
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS
- [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER	DATE	AUTHORIZED REPRESENTATIVE	DATE
Susan Kaller			

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L05AC12957 11. PURPOSE: This is a no-cost performance period extension from 08/04/2011 to 12/02/2012. This is for the activities in the agreement to be brought compliance with allowed expenditures, policies, procedures, and business rules outlined in the SNPLMA Implementation Agreement, requirements in the Secretary's Decision Documents, and Federal regulations governing Financial Assistance and expenditures. This extension was approved by the SNPLMA Executive Committee on 07/06/2011. All other terms and conditions remain unchanged. Legacy Doc #: NAF05LV13 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 08/04/2005 to 12/04/2012 BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6435. Jeff Wilbanks is the BLM Program Officer, SNDO Phone 702-515-5070				

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Supplement No. 6 to the Grant and Cooperative Agreement L05AC14882 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the agreement performance date to December 31, 2012 for the Boulder Plaza Park project funded under the Southern Nevada Public Lands Management Act (SNPLMA), located on Main Street and Boulder Avenue – Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into a Grant and Cooperative Agreement L05AC14882 with the Bureau of Land Management (BLM) on August 4, 2005 for the Boulder Plaza Park project. This Supplement No. 6 to the Grant and Cooperative Agreement will extend the agreement performance date to December 31, 2012 in order to complete construction and submit for reimbursements. This agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L05AC14882 – Supplement No. 6

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L05AC14882	0006	08/30/2011	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso, City of Las Vegas
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Boulder Plaza Park, SNPLMA, Priority 5/27, Project LV17

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
08/30/2005 through 12/31/2012

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$1,540,942.47	PREVIOUS	$1,540,942.47
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$1,540,942.47
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$1,540,942.47		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5070	jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Eddie W. Bell		775-861-6435	eddie_bell@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 8/29/11
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L05AC14882 11. PURPOSE: Provides for a no-cost performance period extension from 12/31/11 to 12/31/12. This is for the activities in the agreement to be brought in compliance with allowed expenditures, policies, procedures, and business rules outlined in the SNPLMA Implementation Agreement, requirements in the Secretary's Decision Documents, and federal regulations governing Financial Assistance and expenditures. This extension was approved by the SNPLMA Executive Committee on 07/06/2011. The award amounts in Box 13A reflect only the remaining balance at the time of the BLM's conversion to a new financial system in FY2009. The actual total award is as follows: Previous obligation = $1,626,240.00, this action = $00.00, total obligation = $1,626,240.00. All other terms and conditions remain unchanged. Legacy Doc #: NAF05LV17 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 08/30/2005 to 12/31/2012 BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6740. Jeff Wilbanks is the BLM Program Officer, SNDO Phone 702-515-5070				

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Supplement No. 1 to the Grant and Cooperative Agreement L11AC20020 between the City of Las Vegas and the Bureau of Land Management (BLM) to provide contingency funds and revise Sections III and IV of the Agreement for the Doolittle Park Renovation Phase I project funded under the Southern Nevada Public Lands Management Act (SNPLMA), located at West Lake Mead Boulevard and J Street ($140,000 - Park & Leisure Activities Capital Project Fund [CPF]) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $140,000
Funding Source: Park & Leisure Activities CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into a Grand and Cooperative Agreement L11AC20020 with the Bureau of Land Management (BLM) on February 25, 2011 for the Doolittle Park Renovation Phase 1 project. This Supplement No. 1 to the Grant and Cooperative Agreement will provide $140,000 in contingency funds, revise Section III "Project Management Plan" to obtain prior approval before utilizing contingency funds, and revise Section IV "Terms of Agreement" to add letter (d) stipulating the approval process of utilizing contingency funds. The agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L11AC0020 – Supplement No. 1

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L11AC20020	0001	09/15/2011	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: ATTN GOVERNMENT POC
400 STEWART AVENUE
LAS VEGAS NV 89101-2927

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso cdiso@lasvegasnevada.gov
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Doolittle Park Renovation Phase I SNPLMA Priority 10-5 Project LV35

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
12/01/2010 through 11/30/2015

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$1,400,000.00	PREVIOUS	$1,400,000.00
THIS ACTION	$140,000.00	THIS ACTION	$140,000.00
CASH SHARE	$0.00	**TOTAL**	$1,540,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$1,540,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
0020003733			

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5070	jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Eddie W. Bell		775-861-6435	eddie_bell@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 8/29/11
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS
- [X] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 11. PURPOSE: To provide contingency funds, Revise Section III Project Management Plan and Section IV Terms of the Agreement 1) Provides contingency funds in the amount of $140,000.00. Contingency funds are subject to prior approval requirements 2) Revise Section III Project Management Plan to include the following: To obtain prior approval before utilizing the contingency funds awarded under this agreement. 3) Revise to Section IV Terms of the Agreement to add letter (d) d) The prior approval request to utilize contingency funds will be submitted in writing to the GMO and PO and will require review by the SNPLMA Division. The requests must explain what part of the project or project deliverable has had a cost increase and why. Requests should specify what costs the contingency funds will cover, why the project is at a stage where contingency funds are needed, and how much of the contingency amount is needed to meet the cost overruns. The determination regarding the approval or disapproval of the utilization of contingency funds will be completed and issued by the GMO in writing to the recipient within 10 days of receiving the prior approval request. 4) All other terms and conditions remain unchanged Delivery Location Code: 0004276496 BLM-NV LAS VEGAS FIELD OFFICE* 4701 NORTH TORREY PINES DRIVE LAS VEGAS NV 89130-2301 US Account Assignment: K G/L Account: 6100.411C0 Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	Business Area: L000 Commitment Item: 411C00 Cost Center: LLNVS00550 Functional Area: L58560000.IB0000 Fund: XXXL5232AR Fund Center: LLNVS00550 Project/WBS: LX.SN.LV355600 PR Acct Assign Line: 01 Period of Performance: 12/01/2010 to 11/30/2015				
00020	Obligate $140,000 Contingency for LV35 Obligated Amount: $140,000.00				140,000.00
	BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6435. BLM Program Officer is Jeff Wilbanks Phone 702-515-5070				

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-47-2011 - For possible action to approve a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1507 - Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard) ($1,979,909.83 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,979,909.83
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
This resolution directs the City Engineer to prepare the Final Assessment Roll for the installation of pavement, curb and gutter, sidewalks, driveway approaches, street lights, sewer laterals, and water mains and laterals.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-47-2011

RESOLUTION NO. R-47-2011

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1507 – JONES BOULEVARD (ELKHORN ROAD TO HORSE DRIVE) AND GRAND TETON DRIVE (MAVERICK STREET TO DECATUR BOULEVARD); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1507 – Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard) (hereinafter the "District") and ordered the acquisition of certain public improvements (hereinafter the "Project") within the District; and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) is $19,456,363.89 of which $17,476,454.06 is available from other sources and $1,979,909.83 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
$19,456,363.89	$1,979,909.83	$17,476,454.06

Section 3. The City Engineer (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls

and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on this 2nd day of November, 2011.

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

10/18/11
Date Assistant City Attorney

STATE OF NEVADA	)	
	)	
COUNTY OF CLARK	)	**ss**
	)	
CITY OF LAS VEGAS	)	

I, Beverly K Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on November 2, 2011.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Bob Coffin
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on November 2, 2011, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this 2nd day of November, 2011.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-48-2011 - For possible action to approve a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1507 - Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard) ($1,979,909.83 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,979,909.83
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
This resolution defines the time and place for a public hearing on the Final Assessment Roll for the installation of pavement, curb and gutter, sidewalks, driveway approaches, street lights, sewer laterals, and water mains and laterals.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-48-2011

RESOLUTION NO. R-48-2011

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1507 – JONES BOULEVARD (ELKHORN ROAD TO HORSE DRIVE) AND GRAND TETON DRIVE (MAVERICK STREET TO DECATUR BOULEVARD); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created City of Las Vegas, Nevada, Special Improvement District No. 1507 – Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard) (hereinafter the "District") and ordered the acquisition of certain public improvements within the District (hereinafter the "Project"); and

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements in the Project; and

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $19,456,363.89, of which $17,476,454.06 is available from other sources and $1,979,909.83 is to be assessed upon the benefited lots, tracts and

parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the City Engineer (with the assistance of the City Engineer Division) to make out a final assessment roll; and

WHEREAS, the City Council, together with the City Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the Officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
$19,456,363.89	$1,979,909.83	$17,476,454.06

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, December 7, 2011, at 1:00 P.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in "City of Las Vegas, Nevada, Improvement District No. 1507 – Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of

limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1507 – JONES BOULEVARD (ELKHORN ROAD TO HORSE DRIVE) AND GRAND TETON DRIVE (MAVERICK STREET TO DECATUR BOULEVARD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2012-1 for City of Las Vegas, Nevada, Special Improvement District No. 1507 – Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on November 2, 2011, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1507 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

Jones Boulevard (BOTH SIDES) - from the centerline of Elkhorn Road north to the centerline of Horse Drive approximately 8,027-feet (varies from 90 to 100-foot right-of-way).

Grand Teton Drive (BOTH SIDES) – from the centerline of Maverick Street east to the centerline of Jones Boulevard, approximately 1,340-feet (100-foot right-of-way).

Grand Teton Drive (NORTH SIDE) – from the centerline of Bradley Road east to the centerline of Thom Boulevard, approximately 1,249-feet (105-foot right-of-way).

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots

or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot basis for the installation of pavement, curb, gutter, sidewalk, and streetlights and on a square foot method for the installation of residential and commercial driveways, provided those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the streets or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of an 8-foot wide pavement section, curb, gutter, sidewalks, driveway approaches and streetlights, where not already existing. . Property owners who have been conditioned, by initiation of development plans, by City Council to install half-street improvements have been assessed for a half-street pavement section. The owners of property who elect to have water or sewer installed will be assessed per foot of lateral installed on a per service or unit lot basis. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, December 7, 2011 at 1:00 P.M. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall

be deemed waived unless filed in writing with the City Clerk, on or before Thursday, December 1, 2011, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in forty (40) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City shall provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published

before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties, at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Director of Finance and Business Services) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City for the assessments. A person desiring to apply for a hardship determination shall file an application no later than Friday, December 2, 2011, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this 2nd day of November, 2011,

_____

BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on November 2, 2011

_____
CAROLYN G. GOODMAN, Mayor

Attest:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to form:

10/18/11
Date Assistant City Attorney

STATE OF NEVADA	)	
	)	
COUNTY OF CLARK	)	**ss**
	)	
CITY OF LAS VEGAS	)	

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on November 2, 2011.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Bob Coffin
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on November 2, 2011, is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B", and a copy of the minutes of the public hearing held on December 7, 2011, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this 2nd day of November, 2011.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on December 7, 2011)

STATE OF NEVADA)
) **ss.**
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

Beverly K. Bridges does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1507 – JONES BOULEVARD (ELKHORN ROAD TO HORSE DRIVE) AND GRAND TETON DRIVE (MAVERICK STREET TO DECATUR BOULEVARD)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on _____ ____, 2011, being at least twenty (20) days prior to the hearing, on December 7, 2011, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

_____
BEVERLY K. BRIDGES, MMC
City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this ____ day of _____, 20__.

My commission expires _____.

_____
Notary Public

(NOTARIAL STAMP)

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
ADMINISTRATIVE:

Presentation and update on the implementation of the Development Services Process (DSP) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas contracted with Kirchoff & Associates to provide a review of the enterprise-wide development services process and procedures used in city departments in order to identify areas in which the process can be streamlined and efficiency and customer service enhanced. The review was completed in December of 2009. Staff will report on the progress made by the DSP implementation teams to include execution of a Strategic Business Plan, process improvements, and the recently completed department reorganization and Development Service Center building improvements.

RECOMMENDATION:
Receive update

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
Discussion for possible action regarding an Option, Disposition and Development Agreement between Laurich Properties, Inc., and the City of Las Vegas for the development of a Neighborhood Shopping Center consisting of a Dollar General Grocery Market and two retail pad sites of a compatible use on approximately 4.94 acres of vacant commercial land located within the city owned business park, commonly known as Las Vegas Enterprise Park, generally located at the southwest corner of West Lake Mead Boulevard and North Martin L. King Boulevard - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Subsequent to the Exclusive Negotiation Agreement of May 18, 2011, the City and Developer have negotiated an Option, Disposition and Development Agreement allowing the purchase and development of 3 pad sites, based on the following purchase price: Dollar General Pad $300,000; Pad Site A $400,000; Pad Site B $483,525 (a portion of APN 139-21-313-005 and 009).

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Option, Disposition and Development Agreement

OPTION, DISPOSITION AND DEVELOPMENT AGREEMENT

THIS OPTION, DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada (the "City"), and LAURICH PROPERTIES, INC., a Nevada corporation ("Developer"). The City and the Developer may be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. The City owns certain real property that is located within what is commonly known as the Las Vegas Enterprise Park ("Enterprise Park").

B. Enterprise Park is comprised of approximately seventy-five (75) acres that is bounded by Martin Luther King Boulevard on the east, Lake Mead Boulevard on the north, and Vegas Drive on the south.

C. The City desires to grant to Developer options to purchase three pads which are located on the certain property within Enterprise Park and described below in Section 3 (the "Site").

D. The Site is subject to that certain document entitled Covenants, Conditions and Restrictions ("CC&Rs"), which is recorded in the records of the Clark County Recorder at Book 991110, Instrument 01268.

E. In consideration of Developer's Agreement to develop on the Site a neighborhood shopping center comprised of a Dollar General Grocery Store ("DG Market") and two (2) additional retail pad sites of a compatible use (collectively, the "Project"), and for the other consideration described hereinafter, the City desires to sell the Site to Developer.

F. The Parties desire to set forth in this Agreement the terms and conditions of the purchase, sale, and development of the Site.

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

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to facilitate economic development in Enterprise Park and the West Las Vegas community, and to accomplish the sale to, and purchase by, the Developer of the Site, which will lead to the creation of additional jobs and positive social and economic impacts, as further described hereinafter.

2. COVENANTS, CONDITIONS AND RESTRICTIONS. The City recorded the CC&Rs in order to facilitate the orderly development of a business park in which research, development, testing, evaluation, assembly, manufacturing, distribution, sales and specific commercial uses will predominate and in order to establish permissible uses, right of way and setback standards, landscaping standards, and various development standards for Enterprise

Park, including the Site. Developer acknowledges receipt of the CC&Rs and agrees to comply with all provisions thereof that are applicable to the Site.

3. SITE, OPTION PARCELS AND EASEMENTS.

(a) The overall site consists of approximately 4.94 acres of vacant commercial land as cross-hatched on the site map attached hereto as Exhibit A, and as legally described in Exhibit B. A preliminary site plan for the Project is attached hereto as Exhibit A-1 (the "Site").

(b) The Site is to be developed by Developer in three separate parcels as follows: (i) the DG Pad, (ii) Pad A and (iii) Pad B (the DG Pad, Pad A and Pad B are collectively referred to herein as the "Pads" or separately as a "Pad"). The Pads are depicted on Exhibit A-1 attached hereto and legally described on Exhibit B.

(c) City also shall convey to Developer two nonexclusive easements for vehicular and pedestrian ingress and egress to the Pads (the "Easements"). The Easements are depicted on Exhibit A-1 and legally described on Exhibit B, each attached hereto. The Easements shall be in the form agreed to by the parties during the Feasibility Review Period (defined below). The Easements are nonexclusive and provide that Developer will pay all costs for the construction of all roadways to be located on the Easements and that Developer shall be responsible for maintaining such roadways at Developer 's sole cost and expense.

4. PARTIES TO THIS AGREEMENT.

(a) The City is a political subdivision of the State of Nevada. The principal office of the City is located at 400 Stewart Avenue, Las Vegas, Nevada 89101.

(b) The Developer is LAURICH PROPERTIES, INC., a Nevada corporation. The principal office of the Developer is located at 1770 North Buffalo Drive, Suite 101, Las Vegas, Nevada 89128. Wherever the term "Developer" is used herein, such term shall include any assignee as herein permitted.

(c) Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer has disclosed on the form attached hereto as Exhibit C all directors, officers, managers and/or principals of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer. Developer shall provide the City with written notification of any material change in the above disclosure within thirty (30) days of any such change.

(d) The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. The Developer agrees that (i) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein, (ii) except as may otherwise be permitted hereunder, the Developer shall not assign all or any part of this Agreement without the prior written approval of the City and (iii) Developer shall not transfer any ownership interest in Developer. Notwithstanding the foregoing, Developer may without obtaining City's prior written approval:

(1) transfer or assign this Agreement to an entity in which Hank Gordon has both (A) a direct or indirect material economic interest of at least fifty-one percent (51%) equity ownership; and (B) voting control, so long as Developer promptly provides the City with written notice of such transfer or assignment as well as documentation confirming that the transferee or assignee has agreed in writing to assume all of Developer's obligations hereunder; or

(2) transfer an ownership interest in Developer so long as after such transfer (A) Hank Gordon has both (I) a direct or indirect material economic interest of at least fifty-one percent (51%) equity ownership; and (II) voting control; and (B) Developer promptly provides the city with written notice of such transfer or assignment; or

(e) This Agreement may be terminated by the City if there is any change (voluntary or involuntary) in the membership, management or control of Developer except as expressly provided herein.

5. GRANT AND EXERCISE OF OPTIONS AND PURCHASE OF PADS.

(a) The City hereby grants to Developer separate options to purchase each of the Pads on the terms and conditions contained herein (each of the options is individually referred to as an "Option" and collectively referred to as the "Options"). The respective purchase price for each Pad is: (i) $300,000.00 for the DG Pad; (ii) $400,000.00 for Pad A; and $483,525.00 for Pad B (each referred to herein as "Pad Purchase Price").

(b) Subject to 5(b)(i) below, Developer shall have the right to exercise the Options to purchase the Pads in any order that Developer may determine such that Developer may exercise an Option to buy a single Pad, two Pads or all three Pads at once. Developer's right to exercise the Options shall be subject to the following terms and conditions:

(i) In all events, Developer must exercise the Option to purchase the DG Pad in connection with the first exercise of any of the Options.

(ii) All of the Options must be exercised by Developer no later than June 4, 2012 at 5:00 p.m.

(iii) In the event Developer does not exercise any Option by June 4, 2012 at 5:00 p.m., then any such unexercised Option shall automatically terminate and be of no force and effect and Developer shall have no rights whatsoever under any unexercised Options.

(iv) In connection with the DG Pad, Developer must have submitted to the City evidence satisfactory to the City, of a lease between Developer and DG Market, Inc.

(v) In connection with Pad A, Developer must have submitted to City evidence satisfactory to the City, of a lease between Developer and the lessee/user of Pad A in compliance with the Scope of Development defined below.

(vi) In connection with Pad B, the Developer must have submitted to City evidence satisfactory to the City, of a lease between Developer and the lessee/user of Pad B in compliance with the Scope of Development.

(vii) In connection with Pad A, the Developer has provided to the City an executed and conformed copy of a cross access easement agreement between the Developer and Pad A over an area to be further defined, shown on Exhibit J attached hereto and (i) RLT Corporation, the McDonald's franchisee operating the McDonald's restaurant on the parcel located contiguous to the northeast corner of the Site, or (ii) the owner of the parcel on which such McDonald's restaurant is located, that grants cross access rights which are mutually acceptable to Developer and to the owner of such contiguous parcel, which agreement provides that it shall be recorded and effective concurrently with the Closing of the sale of Pad A.

Developer may exercise an Option by the service of written notice to the City which notice will set forth (i) the respective Pad for which an Option is being exercised and (ii) Developer's certification that the conditions precedent to the Closing for the Pad set forth above has been fulfilled. Upon the exercise of an Option by Developer, (i) City shall become obligated to sell the respective Pad, (ii) Developer shall become obligated to purchase the respective Pad and (iii) in connection with the closing of the DG Pad, the City shall be obligated to convey to Developer the Easements. The respective Pad Purchase Price for a Pad will be paid at the Closing for the Pad along with Developer's closing costs for such Pad.

(c) Developer has deposited the sum of Twenty-Three Thousand Six Hundred Seventy Dollars and Fifty Cents ($23,670.50) (the "Deposit") with Escrow Agent (hereinafter defined). The Deposit shall be held and applied pursuant to the terms of Section 10 below and Section 27 below.

6. CONDITIONS PRECEDENT TO CLOSING. The following are conditions precedent to the City's obligation to consummate the Closing of the sale of a Pad:

(a) Developer is proceeding with development of the Pad and the Site, as more particularly described in Section 8, and is proceeding towards achieving the issuance of all necessary building permits for the Project by the City's Department of Building and Safety, all to the reasonable satisfaction of the Director of the Economic and Urban Development Department of the City (the "Director").

(b) Prior to the Close of Escrow for a Pad and no later than the time specified in the Schedule of Performance, Developer shall submit to the City evidence satisfactory to the City that Developer has firm and binding commitments for the equity capital and construction financing necessary for development of such Pad. Such financing shall be subject to the approval of the City which approval will not be unreasonably withheld, conditioned or delayed.

7. BROKERS. Neither City nor developer has contacted any real estate broker, finder or similar person in connection with the transaction contemplated hereby, and to the actual knowledge of each Party, no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any other person or entity. As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Site and/or the Pads, including real estate commissions, selection fees, and non-recurring management and start-up fees, development fees or any other fee of similar nature. The Parties each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 7. This indemnification agreement of the parties shall survive each Closing.

8. SITE DEVELOPMENT. The Parties agree that it is their intent that the Site be developed as a neighborhood shopping center as shown on the site development plan attached hereto as Exhibit A-1. In connection therewith, Developer agrees as follows:

(a) Any and all development on the Site will conform to the procedures and limitations contained in the CC&Rs, zoning regulations and all applicable building and other codes as adopted by the City. Developer shall submit to the Director a written progress report once every four (4) weeks after the Effective Date describing the status of Developer's performance since the preceding report, including any reports and studies completed, permits obtained, and the expected progress to be made in the next succeeding period.

(b) The Developer shall carry out the construction of the Project improvements in conformity with all applicable local, state, and federal laws. In addition, Developer has received and acknowledges the City's Employment Plan Policy adopted April 6, 2011 for all phases of project development. Developer shall cause the lessees of the DG Pad, Pad A and Pad B to agree to use best efforts and practices to promote (and will cause its general contractor to promote) the utilization of women, minority, disabled, and veteran owned business enterprises for the construction of the Project. Developer and or the lessees will organize a job fair within the City of Las Vegas prior to the grand opening of the Project. This fair will be advertised in newspapers of general circulation and with minority and women focused media outlets. Minority agencies will also be notified, as recommended by the City's Human Resources Office. This fair will be provided at no cost to such lessees or job applicants and will provide a forum for applying and interviewing for positions at the Project.

(c) The Project will be built in conformance with the "Schedule of Performance" attached hereto as Exhibit D and in accordance with the "Scope of Development" attached hereto as Exhibit E. Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to the City for review and written approval basic concept drawings and related documents containing the overall plan for development of the Project. The basic concept drawings shall conform to this Agreement, including the Scope of Development and this Section. The basic concept drawings shall conform to the CC&R's. The City shall approve or disapprove of the basic concept drawings within the time established in the Schedule of Performance. If the City shall fail to approve the basic concept drawings within such time, all

subsequent time periods in the Schedule of Performance shall be extended by the number of additional days required to obtain such approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the basic concept drawings and related documents except as changes may be mutually agreed upon between the Parties. Any such changes shall be within the limitations of the Scope of Development.

(d) Developer agrees that, in all events, within six (6) months after the Closing of a Pad, the Developer will begin construction on such Pad and will complete such construction on such Pad within twelve (12) months after commencement of construction, as evidenced by the City's issuance to the Developer of a Certificate of Completion, the form for which is attached hereto as Exhibit F. Commencement of construction on a Pad shall be evidenced by the pouring of the footings by Developer for the Pad, as determined by an inspection completed by the City's Building Official, or by his designee. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(e) The Developer will be responsible for the installation, at its expense, of all onsite and offsite improvements required by the City in connection with the development of the Project, including, but not limited to, sidewalks and driveways, onsite utilities, sewer lines, and other onsite improvements.

(f) The Developer shall complete and submit to the City an application for a site development plan review for a site plan consistent with the basic concept drawings and in compliance with the CC&Rs.

(g) The City shall sign all required permit applications during its period of ownership of the Site, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the site development plan review application, and preparation of architectural plans, civil plans, structural plans, mechanical plans, electrical plans, plumbing plans, or any other plans required by local, state, or federal law required to complete the Project through certificate of occupancy. The Developer also agrees to assume the cost of any application or other connection fees due to the City or any other local, state, or federal agency or organization having regulatory authority over the Project, including, but not limited to, Las Vegas Valley Water District, Southern Nevada Water Authority, NV Energy and Southwest Gas.

(h) Prior to any entry upon the Site for the purpose of conducting any tests or studies, the Developer shall furnish or cause to be furnished to the Director duplicate originals (or certified copies) or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, naming the City as additional insured or co-insured.

(i) For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall be those who are so identified in writing by the Director.

(j) The Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, its officers, agents and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in any way to the development and/or operation of the Project by Developer. The indemnity obligations of Developer under this Section 8(j) will survive any termination of this Agreement or delivery of the Deed and transfer of title.

(k) Failure on the part of the Developer after Closing to comply with the provisions of this Section 8 shall constitute a default under this Agreement and entitle the City to exercise its right to reenter and repurchase pursuant to Section 13, provided any such failure to comply is not cured for a period of thirty (30) calendar days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure, provided, however, that in all events any cure must be completed within ninety (90) days after such written notice.

9. FORM OF DEED. The City shall convey to the Developer fee simple title to each Pad in the condition provided in Section 15 by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with Exhibit G.

10. EARNEST MONEY DEPOSIT. Developer has made an earnest money deposit in the amount of Twenty-Three Thousand Six Hundred Seventy Dollars and Fifty Cents ($23,670.50) with the Escrow Agent, Escrow No. 423423-A (the "Deposit"). Such earnest money deposit, along with all earnings thereon is referred to in this Agreement as the "Deposit".

The Deposit shall be held by escrow as security for the performance of Developer's obligations under this Agreement and shall be applied at the Closing of each Pad as follows:

DG Pad - Six Thousand Dollars ($6,000.00); Pad A - Eight Thousand Dollars ($8,000.00); Pad B - Nine Thousand Six Hundred Seventy Dollars and Fifty Cents ($9,670.50). In the event Developer does not close the purchase of all three of the Pads except as a result of default by the City, Developer agrees the Deposit shall be retained in full by the City and shall not be refunded to Developer.

11. ESCROW

(a) Escrow has been opened with First American Title Insurance Company ("Title Company"), 10655 Park Run Drive, Suite 140, Las Vegas, Nevada 89144, Attention: Sharon Silverberg, as escrow agent ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Parties, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent promptly after the Effective Date. Upon mutual agreement by the Parties, either Party shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow instructions may be authorized on behalf of the City and executed by the City Manager, or by the designee of the City Manager, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Parties after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) Not later than one (1) day prior to the Closing Date (hereinafter defined) for a Pad, Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs: (i) the Pad Purchase Price less the respective amount of the Deposit to be paid to the City pursuant to Section 10 above, (ii) ½ the escrow fee, (iii) the recording costs for the Deed for the Pad, (iv) the additional premium cost between the cost of a CLTA title insurance policy and an ALTA title insurance policy; should Developer elect to obtain an ALTA title insurance policy, (v) any inspection fee charged in connection with the ALTA title policy, and (vi) the cost of any title insurance endorsements Developer elects to obtain.

(c) The City shall pay the cost of (i) a CLTA policy of title insurance in the amount of the Purchase Price for the Pad, (ii) ½ of the escrow fee, and (iii) Real Property Transfer Taxes). Not later than one (1) business day prior to the Closing Date, the City will deposit with the Escrow Agent the following:

(i) The Deed for the Pad duly executed and acknowledged by the City and in recordable form.

(ii) In connection with the Closing of the DG Pad, the City's counterpart execution to the Easements.

(iii) The Irrevocable Escrow Instructions (hereinafter defined) executed by the City.

(iv) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement or reasonably necessary in order to complete the transaction, which have not been delivered.

(v) An affidavit that evidences that the City is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code, in the Escrow Agent's standard form.

(vi) A declaration of value in the form required by Clark County to record the Deed.

(d) Not later than one (1) day prior to the Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) The Quitclaim Deed for the Pad (hereinafter defined) duly executed and acknowledged by Developer.

(ii) In connection with the closing of the DG Pad, Developer's counterpart execution to the Easements.

(iii) The Irrevocable Escrow Instructions executed by the Developer.

(iv) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

(e) The Escrow Agent is authorized and instructed to (i) charge the Party obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of a Pad to Developer, provided that before such payments are made, the Escrow Agent shall notify the Parties of the fees, charges and costs necessary to clear title and close the escrow, (ii) disburse funds and deliver the Deed to a Pad and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Parties, (iii) obtain and charge the Developer all of the premiums and amount by which the cost of any ALTA title insurance policy exceeds the cost of a CLTA policy and the cost of any endorsements thereto requested by Developer, (iv) hold the Quitclaim Deed to a Pad and respective Irrevocable Escrow Instructions until completion of the development on the respective Pad as evidenced by a Notice of Completion, and (v) record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

(f) All funds received in this 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 of Escrow Agent's other such general interest bearing escrow account or accounts. All disbursements shall be made by wire transfer, cashier's check or 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 under this Agreement shall be for the benefit of the Party responsible for depositing those funds with the Escrow Agent and shall apply to the Purchase Price or returned to the Developer as provided elsewhere herein.

(g) If this escrow is not in condition to close before the Closing Date, either Party who then shall have fully performed the acts to be performed before the Closing may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither Party shall have fully performed the acts to be performed by it on or before the Closing, 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 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 Parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of either Party to specific performance.

(h) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Parties or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(i) Any amendment of these escrow instructions shall be in writing and signed by both Parties. 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 the either Party shall be directed to the addresses and in the manner established in the notice section of this Agreement for notices, demands and communications between the Parties.

(j) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it hereunder.

12. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

(a) Provided that neither Party is in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale by the City to Developer of title to a Pad ("Closing") shall be completed on or prior to but no later than ten (10) days after the exercise by Developer of an Option for a Pad ("Closing Date"). The Parties shall perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) Notwithstanding any other provision of this Agreement, the Developer's obligation to proceed with a Closing for a Pad is subject to the fulfillment or waiver by the Developer of each of the following conditions precedent, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to Closing: (i) the City shall not be in violation of any of its material obligations under this Agreement, (ii) the Developer has received from the City and other applicable governmental bodies and other third parties all permits, consents and approvals that Developer reasonably believes are necessary or desirable for the

successful construction and operation of the Project, (iii) the City has made all deposits required of the City pursuant to Section 11(c) above and (iv) Developer has not elected to cancel this Agreement pursuant to Section 16 below.

(c) Notwithstanding any other provision of this Agreement, the City's obligation to proceed with the Closing for a Pad is subject to the fulfillment or waiver by the City of each of the following conditions precedent, which are solely for the benefit of the City and which shall be fulfilled or waived prior to Closing: (i) Developer shall not be in violation of any of its material obligations under this Agreement, and the conditions precedent specified in Section 6 shall have been satisfied or waived by the City, (ii) the Developer has made all deposits required of the Developer pursuant to Section 11(b) and Section 11(d) above and (iii) Developer has not elected to cancel this Agreement pursuant to Section 16 below

(d) Possession to a Pad and easement where applicable, shall be delivered to the Developer concurrently with the Closing, except that limited access shall be permitted before Closing as specifically described in Section 16.

13. RIGHT TO REPURCHASE, REENTER AND REPOSSESS. In addition to any other right and/or remedy available to it, the City shall have the additional right at its option to repurchase, reenter and take possession of a Pad and easement where applicable, with all improvements thereon if, after Closing of the sale of a Pad and prior to the issuance of all certificates of occupancy for the Project, the Developer does any of the following:

(a) Fails to commence or complete construction of the required improvements on such Pad as required by this Agreement pursuant to Section 8. This is a condition subsequent and not merely a covenant.

(b) Transfers a Pad or any part thereof in violation of the Agreement. This is a condition subsequent and not merely a covenant. Transfer of title to the DG Pad to MLK & Lake Mead DG, LLC a Nevada limited liability company is not a violation of the Agreement.

The right to repurchase, reenter and repossess to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing not prohibited by this Agreement. To exercise its right to repurchase, reenter and take possession of a Pad , the City or its nominee, shall pay to the Developer the respective Pad Purchase Price minus the following: (i) all fees associated with close of escrow and (ii) the amount needed to repay any liens, claims, encumbrances or other security instruments held against the Site so as to enable the City to receive title to the Pad free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

For the purpose of implementing the provision of the Section 13, at the Closing, the Developer will deliver to the Escrow Agent an executed and acknowledged "Quitclaim Deed" for each Pad in connection with the closing of a Pad, each in the form of Exhibit H. The deposit of this Quitclaim Deed will be accompanied by "Irrevocable Escrow Instructions" in the form of

Exhibit I directed to the Escrow Agent and signed by the Parties. If any of the events authorizing the City to repurchase, reenter and take possession of a Pad as provided in this Section 13 occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least thirty (30) calendar days' prior notice to the Developer, to record the Quitclaim Deed to the Pad. If the Developer completes construction on or before the time set forth in Schedule of Performance, the City shall join with the Developer in instructing the Escrow Agent to return the Quitclaim Deed to the Developer.

14. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by the City. The City represents and warrants that as of the Effective Date and as of the date of Closing for each Pad:

(i) The City has all requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement constitutes the legal, valid, binding and enforceable obligation of the City.

(ii) By proper action of the City, the City's signatories have been duly authorized to execute and deliver this Agreement.

(iii) To the City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(iv) To the City's actual 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 the City which would inhibit the City's ability to perform its obligations under this Agreement.

(v) To the City's actual knowledge, the execution, delivery and performance of this Agreement by the City will not (A) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Site, or (B) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.

(vi) The execution of this Agreement by the City does not violate any provision of any other agreement to which the City is a party.

(vii) The City has and will convey to Developer good and marketable fee simple title to the Pads subject only to the exceptions permitted by this Agreement. Except as shown on the Title Report (hereinafter defined), there are no encumbrances, liens, covenants, restrictions, reservations, options, leases, tenancies, easements, encroachments, claims or other matters affecting title or possession of the Site.

(viii) No labor has been performed or material furnished for the Site, or any part thereof, for which the City has not heretofore fully paid or will pay prior to Closing, or

for which a mechanic's or material man's lien or liens, or any other lien, can be claimed by any person, party or entity.

As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge of the City Manager of the City.

(b) Representations and Warranties of the Developer. The Developer represents and warrants to the City that as of the Effective Date and the date of Closing:

(i) The Developer is a Nevada corporation duly organized and existing under the laws of the State of Nevada.

(ii) The Developer 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.

(iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement.

(iv) Execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement by the Developer or with the performance by the Developer of its obligations hereunder.

(vi) To the Developer's actual knowledge as of the Effective Date, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement.

15. CONDITION OF TITLE

(a) The City shall convey to the Developer fee simple title to a Pad subject only to:

(i) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against such Pad.

(ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section, or any supplemental report, and which are approved or deemed approved by the Developer in accordance with this Section.

(iii) Any and all other exceptions, easements, conditions, covenants or reservations, if any, specifically set forth in the Deed and of record as of the Effective Date, including but not limited to, the CC&Rs.

(b) The Escrow Agent shall, upon the delivery of a fully executed copy of this Agreement to Escrow Agent, deliver to the Developer a current preliminary title report ("Title Report") and legible copies of all documents referred to therein covering or relating to the Site. The Developer may obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to the City being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in the Title Report and ALTA survey as to the Site by giving the City and Escrow Agent written notice thereof within thirty (30) days of the Effective Date. Failure to give written notice to the Escrow Agent and the City by such date of approval or disapproval of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, the City shall have ten (10) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to Developer, unless the Developer waives its objection in writing delivered to the City and to the Escrow Agent. If the City shall agree to remove any exception objected to by the Developer, the City shall then have until the date for Closing within which to remove such exception and shall use its best efforts to remove the exception. If despite the use of its best efforts the City is unable to remove any exception objected to by the Developer and which the City has agreed to remove by the Closing, the Developer may elect to (i) terminate this Agreement and receive a return of the Deposit and all other funds or documents deposited by Developer; or (ii) waive the objection and proceed to Closing.

16. FEASIBILITY REVIEW; INSPECTION

(a) Developer will have until March 15, 2012 ("Feasibility Review Period") to review the condition of the Site and the feasibility of Developer's development plan of development on the Site, including, without limitation, the obtaining of leases for the Pads. Developer's feasibility review will pertain to Developer's review of and satisfaction with the following: (i) availability of approvals by all governmental bodies having jurisdiction over the Site for Developer's intended development thereof, (ii) Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site, and (iii) those items contained in Section 15(b). The following items shall be provided or made available by the City to Developer concurrently with the execution of this Agreement by the City, to the extent such items are within Seller's possession or control or are reasonably available to Seller: (i) any and all surveys and maps of all or any portion of the Site, (ii) any and all soils condition reports, environmental assessment reports and endangered species and habitat reports on all or any portion of the Site, (iii) any and all water and sewer studies, engineering studies, zoning information, and marketing studies relating to all or any portion of the Site, (iv) any and all leases or other contracts or agreements relating to all or any portion of the Site, the availability of utilities or access to all or any portion of the Site, and investigations of any requirements which may be imposed by governmental or quasi-governmental entities and agencies relative to all or

any portion of the Site, (v) any and all plans, specifications, licenses, permits, authorizations and approvals relating to all or any portion of the Site; any and all covenants, conditions and restrictions of all owners' associations with jurisdiction over all or any portion of the Site, and any and all articles of incorporation, bylaws, rules, regulations and public offering statements of any such associations, and (vi) any and all such other materials, documentation and information concerning all or any portion of the Property required or reasonably requested by Developer in order to perform its due diligence.

(b) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Developer's disapproval of any of the foregoing matters; provided, however, that if Developer fails to notify City and Escrow Holder of Developer's disapproval of the feasibility of Developer's proposed development of the Site by written notice delivered to City no later than the date of expiration of the Feasibility Review Period, Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to this Section, Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither Party will have any further rights or obligations under this Agreement and the Deposit shall immediately be refunded to Developer.

(c) During the Feasibility Review Period, Developer, and its representative and consultants (including architects and engineers or potential tenants) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests environmental assessments, and such other tests and studies as Developer deems desirable, with engineers or consultants licensed in the State of Nevada; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies City in writing at least forty-eight (48) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following Developer's inspections or testing on the Site, Developer promptly will restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) the City, its affiliates or assignees, which are under the control of the City and its officers, agents and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances, to the extent brought on the Site by Developer), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof, to the extent brought on the Site by Developer), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the

occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify City of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title. Developer covenants and agrees upon request of the City to promptly deliver to City without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(d) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site by Developer and to pay in full all persons who perform labor upon the Site at the request of Developer, and not to permit or suffer any mechanic's or material man's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, officers, agents and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, such labor performed or such materials furnished prior to Closing.

17. TIME FOR CLOSING AND DELIVERY OF DEED. Subject to any mutually agreed upon extensions of time, the City shall deposit the Deed for a Pad with the Escrow Agent pursuant to Section 11. The Parties shall also timely deliver into escrow (a) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (b) all documents set forth in Section 11; (c) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (d) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

18. CLOSE OF ESCROW.

(a) Closing Instructions. The Escrow Agent is authorized and instructed to on the Closing Date for a Pad:

(i) record the Deed for the Pad;

(ii) record the Easements in connection with the Closing for the DG Pad;

(iii) deliver to the City by wire transfer or intrabank transfer funds in an amount equal to the Pad Purchase minus any of the costs for which the City is obligated to pay pursuant to Section 11(c) above;

(iv) deliver to each of the Parties such other documents and instruments as may be mutually and in writing instructed by the Parties;

(v) deliver to Developer the Title Policy; and

(vi) prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow required by Section 6045(e) of the Internal Revenue Code of 1986, if required thereunder.

(b) 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:

(i) to the City: (A) a copy of the Deed; (B) an original of the Easements as recorded; (C) original counterparts of all other bilateral documents and instruments executed and delivered between the Parties; (D) plain copies of the real property transfer declaration; (E) the original Developer certificate as to its representations and warranties, and (F) all other documents deposited by any Party into Escrow; and

(ii) to Developer: (A) the original of the Deed; (B) the original of the Easements as recorded; (C) original counterparts of all other bilateral documents and instruments executed and delivered between the Parties; (D) plain copies of the real property transfer declaration; (E) the original of the Non-Foreign Transferor Declaration; (F) the original of the City certificate as to its representations and warranties and (G) all other documents deposited by any Party into Escrow.

19. TITLE INSURANCE. Concurrently with recordation of a Deed for a Pad, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy issued by the Escrow Agent insuring that title to such Pad is vested in the Developer in the condition required by Section 15, and the title insurance policy shall be of the type and in the amount requested by the Developer, and with such endorsements and affirmative coverages as may be required by Developer ("Title Policy"). If Developer desires to obtain extended coverage for its title policy, the City shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

20. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS. The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on a Pad for any period subsequent to Closing. Prior to Closing of the sale of a Pad, the Developer shall not place or allow to be placed on the pad or the Site (or portion thereof) any encumbrance or lien.

21. CONVEYANCE FREE OF POSSESSION. The Site shall be conveyed free of any possession or right of possession by any other person except that of the CC&Rs and approved easements, vacations, or dedications of record, which are mutually agreeable to the Parties.

22. "AS IS" SALE

(a) Except as otherwise provided in this Agreement, the Developer acknowledges and agrees that each Pad and the Easements are to be sold and conveyed to and accepted by the Developer pursuant to this Agreement in an "as is" condition, with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site, the Pads or any of such related matters; in particular, but without limitation, except as otherwise provided herein the City makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site or the Pads, 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 or the Pads. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement 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.

(b) Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner of the Site ("Releasing Party") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against the City, 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 Developer or any Releasing Party now has or which Developer 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 Materials or violation of Environmental Laws (hereinafter defined) or arising out of or in connection with any other physical or environmental condition of the Site or the Pads. The Developer hereby agrees to hold harmless and indemnify the City from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys' fees) against or incurred by the City after the conveyance of a Pad to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site or a Pad, or (ii) the application of Environmental Laws to the Site or a Pad.

(c) The Developer agrees that the City is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered there under by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans,

waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

23. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site, the Pads or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

24. INTENTIONALLY OMITTED.

25. INTENITONALLY OMITTED

26. TIME OF ESSENCE. Time is of the essence of this Agreement and every obligation hereunder.

27. DEFAULT AND REMEDIES

(a) In the event the Developer fails to perform any of its obligations required to be performed hereunder prior to Closing, including, without limitation, Developer's obligations under Section 6 and Section 8, or in the event the Closing does not occur by reason of a default by Developer, the City may as its sole remedy, by written notice to the Developer and Escrow Agent, terminate this Agreement and receive from Escrow Agent the remaining amount of Deposit than held by Escrow Agent as the City's liquidated damages for the breach of this Agreement by the Developer. It is expressly understood and agreed between the Parties that the City's actual damages for any such breach by the Developer hereunder would be substantial but extremely difficult to ascertain. In addition, Developer agrees that in the event Developer does not exercise all Options to acquire the Pads, that the City shall be entitled to retain the remaining amount of the Deposit then held by Escrow Agent with no refund of the Deposit to Developer. In such case, such remaining amount of the Deposit shall be deemed to be a fee paid by Developer to the City in consideration of the initial grant of the Options by the City to Developer.

INITIALS:
THE CITY: _____

DEVELOPER: _____

(b) In the event of the occurrence of a default or the breach of a covenant, representation or warranty by the City occurring prior to the Closing, the Developer's sole remedy shall be to pursue one, and only one, of the following remedies: (i) to waive such default; or (ii) to terminate this Agreement; and on such termination, the Deposit will be

returned to the Developer and the Parties thereafter shall have no liability or obligation hereunder; or (iii) to demand specific performance of the City's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of the City for damages.

(c) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of the Developer under Sections 8(j), 16(c) and 16(d) shall survive such termination of this Agreement.

28. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the Closing, shall survive the recordation of any Deed and shall not be deemed merged into such Deed.

29. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and bind the successors and assigns of the Parties, subject to the provisions of this Agreement regarding assignment.

30. NO PERSONAL LIABILITY. No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer, or for any obligation of the City under the terms of this Agreement. No manager, member, officer, or employee of Developer shall be personally liable to the City for any default or breach by Developer, for any amount which may become due to the City, or for any obligation of Developer under the terms of this Agreement.

31. NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Parties shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Developer as set forth in this Section. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate in writing. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

If to the City:

City of Las Vegas
Economic and Urban Development Department
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Bill Arent, Director

With a copy to:

City Attorney's Office
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Teri Ponticello

If to the Developer: Laurich Properties, Inc.
1770 N. Buffalo Drive, Suite 101
Las Vegas, NV 89128
Attention: Hank Gordon, Chairman

32. SUBSEQUENT CITY APPROVALS. Any consents or approvals of the City required or permitted by the terms of this Agreement may be given by the City Manager of the City or such other person that the City designates in writing, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City.

33. INTENTIONALLY OMITTED.

34. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, H, I and J 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 City Manager or other appropriate authorities of the City and the Developer 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 City Manager or other appropriate authorities of the City and the Developer.

35. 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.

36. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

37. CAPTIONS AND SECTIONS. 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. Unless specified otherwise, all references to Sections herein refer to the Sections of this Agreement.

38. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

39. REPORTING PERSON. The Title Company is hereby designated as the Reporting Person (as defined in Section 6045(e) of the Code and the regulations promulgated there under) as permitted by Treasury Regulation Section 1.6045-4(e)(5).

40. DATES. If any date or other deadline set forth herein falls on a Saturday, Sunday or federal banking holiday, the date for performance on such date shall be extended to the succeeding day which is not a Saturday, Sunday or federal banking holiday.

41. FURTHER ASSURANCES. Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent of this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any governmental authority.

42. EFFECTIVE DATE. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by both Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the Effective Date.

Date of City Council Approval:

_____, 2011.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

Date: _____
(Print Date Executed)

Attest: _____
Beverly K. Bridges, MMC City Clerk

APPROVED AS TO FORM:

Michael Nicholas, ESQ ~~City Attorney~~

Date: Michael Nicholas
(Print Date Executed)

LAURICH PROPERTIES, INC.
a Nevada Corporation

By: _____
HANK GORDON, Chairman

Date: _____
(Print Date Executed)

LIST OF EXHIBITS

EXHIBIT A	MAP SHOWING THE LOCATION OF THE SITE
EXHIBIT A-1	PRELIMINARY SITE PLAN FOR THE PROJECT
EXHIBIT B	LEGAL DESCRIPTION OF THE PAD SITES AND ACCESS EASEMENTS
EXHIBIT C	DISCLOSURE OF PRINCIPALS
EXHIBIT D	SCHEDULE OF PERFORMANCE
EXHIBIT E	SCOPE OF DEVELOPMENT OF THE PROJECT
EXHIBIT F	CERTIFICATE OF COMPLETION
EXHIBIT G	GRANT, BARGAIN AND SALE DEED
EXHIBIT H	QUITCLAIM DEED
EXHIBIT I	IRREVOCABLE ESCROW INSTRUCTIONS
EXHIBIT J	MCDONALD'S EASEMENT LOCATION (PAD A)

EXHIBIT A
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

MAP SHOWING THE LOCATION OF THE SITE

EXHIBIT A FOLLOWS

Exhibit A
Site Map

Legend

Portion of APN 139-21-313-005 and 009

0 137.5 275 550 Feet

N
W E
S

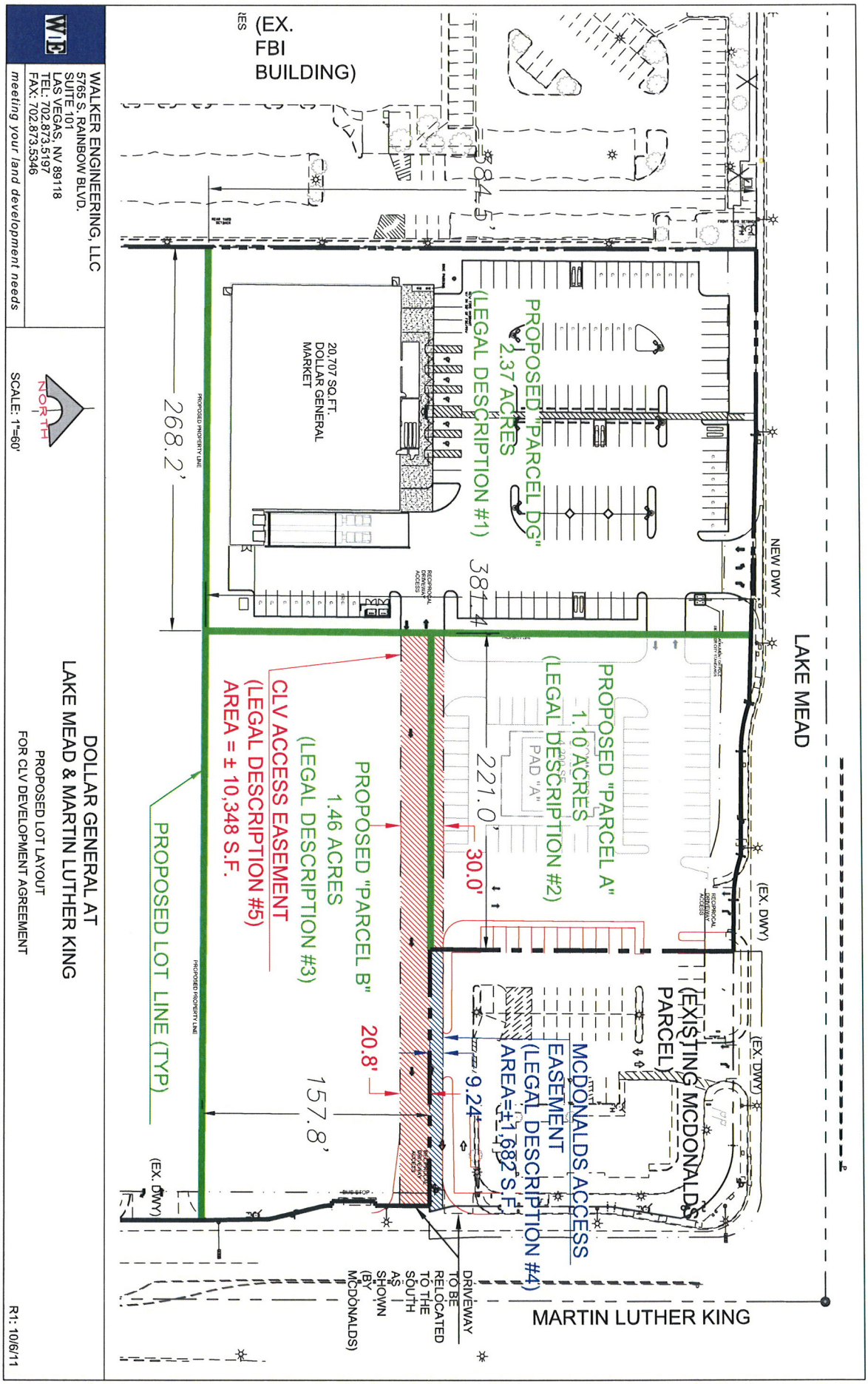
10/11/11

EXHIBIT A-1
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

PRELIMINARY SITE PLAN FOR THE PROJECT

EXHIBIT A-1 FOLLOWS

EXHIBIT A-1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WE
WALKER ENGINEERING, LLC
5765 S. RAINBOW BLVD.
SUITE 101
LAS VEGAS, NV 89118
TEL: 702.873.5197
FAX: 702.873.5346
meeting your land development needs
DOLLAR GENERAL AT
LAKE MEAD & MARTIN LUTHER KING
PROPOSED LOT LAYOUT
FOR CLV DEVELOPMENT AGREEMENT
NORTH
SCALE: 1"=60'
R1: 10/6/11
(EX. FBI BUILDING)
584.5'
20,707 SQ.FT. DOLLAR GENERAL MARKET
PROPOSED "PARCEL DG"
2.37 ACRES
(LEGAL DESCRIPTION #1)
268.2'
381.4'
NEW DWY
LAKE MEAD
PROPOSED "PARCEL A"
1.10 ACRES
(LEGAL DESCRIPTION #2)
PAD "A"
221.0'
30.0'
(EX. DWY)
(EXISTING MCDONALDS PARCEL)
MCDONALDS ACCESS EASEMENT
(LEGAL DESCRIPTION #4)
AREA = ± 1,682 S.F.
9.24'
PROPOSED "PARCEL B"
1.46 ACRES
(LEGAL DESCRIPTION #3)
CLV ACCESS EASEMENT
(LEGAL DESCRIPTION #5)
AREA = ± 10,348 S.F.
20.8'
157.8'
PROPOSED LOT LINE (TYP)
PROPOSED PROPERTY LINE
RECIPROCAL DRIVEWAY ACCESS
(EX. DWY)
DRIVEWAY TO BE RELOCATED TO THE SOUTH AS SHOWN (BY MCDONALDS)
MARTIN LUTHER KING

EXHIBIT B
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF THE PAD SITES AND EASEMENTS

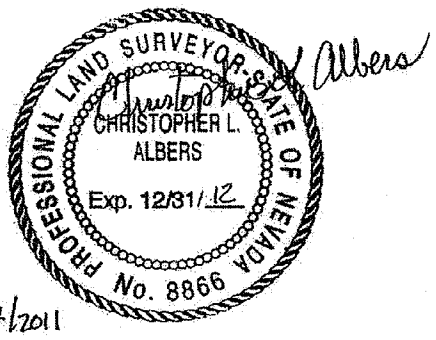
EXHIBIT B FOLLOWS

EXHIBIT B

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\1 DG Parcel Legal Desc.doc
October 6, 2011

"DG" PARCEL AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE "DOLLAR GENERAL PARCEL (DG)", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/7/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO STELLA LAKE PARTNERS BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20040615, INSTURMENT NUMBER 001423, CLARK COUNTY, NEVADA OFFICIAL RECORDS ALSO SHOWN AS LOT 7-1 BY MAP THEREOF RECORDED IN FILE 116, PAGE 32 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

THENCE THE NEXT TWO COURSES ALONG THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 129.57 FEET;

THENCE SOUTH 88°16'34" EAST, A DISTANCE OF 139.79 FEET;

THENCE DEPARTING SAID NORTHERLY LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 00°27'03" WEST, A DISTANCE OF 381.37 FEET;

THENCE NORTH 89°32' 57" WEST, A DISTANCE OF 268.20 FEET TO THE EASTERLY LINE OF SAID CONVEYED PARCEL;

THENCE NORTH 00°17'00" EAST, ALONG THE EASTERLY LINE OF SAID CONVEYED PARCEL, A DISTANCE OF 384.48 FEET TO THE **POINT OF BEGINING**.

CONTAINING 2.3673 ACRES MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

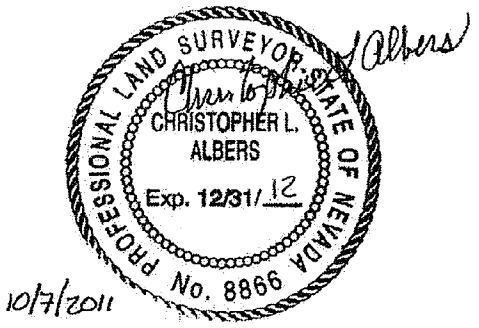
Parcel name: 4 (DOLLAR GENERAL PARCEL)

```
   North: 52570.90537127      East : 51945.95692047
Line  Course: S 89-32-57 E  Length: 129.57
        North: 52569.88585688        East : 52075.52290941
Line  Course: S 88-16-34 E  Length: 139.79
        North: 52565.68055462        East : 52215.24964104
Line  Course: S 00-27-03 W  Length: 381.37
        North: 52184.32236057        East : 52212.24885223
Line  Course: N 89-32-57 W  Length: 268.20
        North: 52186.43267748        East : 51944.05715482
Line  Course: N 00-17-00 E  Length: 384.48
        North: 52570.90797645        East : 51945.95843894

   Perimeter: 1303.42   Area: 103,118 sq. ft. 2.3673 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00301541           Course: N 30-14-11 E
  Error North: 0.002605178           East : 0.001518472
Precision  1: 432,249.68
```

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\2 PARCEL A Legal Desc.doc
October 6, 2011

PARCEL "A" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES PARCEL "A", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO STELLA LAKE PARTNERS BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20040615, INSTURMENT NUMBER 001423, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO SHOWN AS LOT 7-1 BY MAP THEREOF RECORDED IN FILE 116, PAGE 32 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

THENCE THE NEXT TWO COURSES ALONG SAID NORTH LINE OF THE AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 129.57 FEET;

THENCE SOUTH 88°16'34" EAST, A DISTANCE OF 139.79 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 88°16'34" EAST, A DISTANCE OF 46.66 FEET TO THE MOST WESTERLY CORNER OF "PARCEL C", DEDICATED BY THE CITY OF LAS VEGAS FOR PUBLIC USE FOR ROADWAY, STREET AND FOR PUBLIC UTILITY PURPOSES IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS, SAID

POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 00°48'42" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 18°09'43" EAST;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID DEDICATION THE NEXT THREE COURSES: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.35 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 18°31'22" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 18°58'25" WEST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 33.94 FEET;

THENCE SOUTH 89°32'57" EAST, A DISTANCE OF 72.74 FEET TO THE MOST EASTERLY POINT OF SAID PARCEL "C" DEDICATION, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 18°11'42" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 18°38'45" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 31.76 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 35.80 FEET TO THE NORTHWEST CORNER OF THAT PARCEL CONVEYED TO MCDONALD'S CORPORATION, BY DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE SOUTH 00°27'03" WEST, ALONG THE EAST LINE OF SAID MCDONALD'S PARCEL, A DISTANCE OF 212.00 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 89°35'42" WEST, A DISTANCE OF 221.05 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 224.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 48,068 SQ. FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

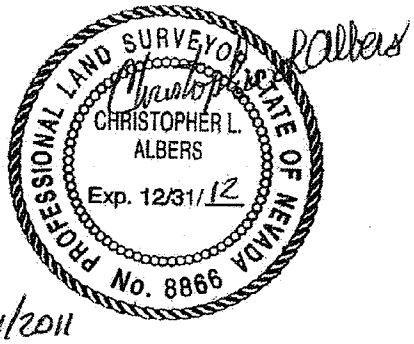
Parcel name: 5 (PARCEL "A")

```
   North: 52565.68059431      East : 52215.25095187
Line  Course: S 88-16-34 E  Length: 46.66
        North: 52564.27692163        East : 52261.88983375
Curve  Length: 1.35                Radius: 95.00
        Delta: 0-48-42            Tangent: 0.67
        Chord: 1.35                Course: S 71-25-56 E
    Course In: S 18-09-43 W     Course Out: N 18-58-25 E
    RP  North: 52474.00988878        East : 52232.27796484
    End North: 52563.84838898        East : 52263.16556561
Curve  Length: 33.94               Radius: 105.00
        Delta: 18-31-22           Tangent: 17.12
        Chord: 33.80               Course: S 80-17-16 E
    Course In: N 18-58-25 E     Course Out: S 00-27-03 W
    RP  North: 52663.14357342        East : 52297.30449276
    End North: 52558.14682387        East : 52296.47830606
Line  Course: S 89-32-57 E  Length: 72.74
        North: 52557.57447319        East : 52369.21605427
Curve  Length: 31.76               Radius: 100.00
        Delta: 18-11-42           Tangent: 16.01
        Chord: 31.62               Course: S 80-27-06 E
    Course In: N 18-38-45 E     Course Out: S 00-27-03 W
    RP  North: 52652.32576896        East : 52401.18779101
    End North: 52552.32886463        East : 52400.40094653
Line  Course: S 89-32-57 E  Length: 35.80
        North: 52552.04717430        East : 52436.19983828
Line  Course: S 00-27-03 W  Length: 212.00
        North: 52340.05373712        East : 52434.53172797
Line  Course: N 89-35-42 W  Length: 221.05
        North: 52341.61623449        East : 52213.48725031
Line  Course: N 00-27-03 E  Length: 224.07
        North: 52565.67929802        East : 52215.25033275

   Perimeter: 879.36   Area: 48,068 sq. ft. 1.1035 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00143654          Course: S 25-31-46 W
  Error North: -0.001296284          East : -0.000619116
Precision  1: 612,144.46
```

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\3 PARCEL B Legal Desc.docx
October 6, 2011

PARCEL "B" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES PARCEL "B", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/11/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS TO THE MOST WESTERLY CORNER OF "PARCEL A" AS DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID PROLONGATION OF MCDONALD'S SOUTH LINE, NORTH 89°43'00" WEST, A DISTANCE OF 4.13 FEET TO THE

NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003104, CLARK COUNTY, NEVADA OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 38.00 FEET ALONG THE WEST LINE OF THE LAST NAMED DEDICATION BY THE CITY OF LAS VEGAS TO THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA BY QUITCLAIM DEED RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003105;

THENCE DEPARTING SAID WEST LINE OF THE CITY OF LAS VEGAS DEDICATION AND ALONG THE NORTH, WEST AND SOUTH BOUNDARIES OF SAID CONVEYED PARCEL THE FOLLOWING THREE COURSES: NORTH 89°43'00" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'00" EAST, A DISTANCE OF 3.00 FEET TO SAID WEST LINE OF THE LAST NAMED DEDICATION BY THE CITY OF LAS VEGAS, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 14°07'56" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 89°43'00" WEST;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID DEDICATION BY THE CITY OF LAS VEGAS THE NEXT FIVE COURSES: SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 7.40 FEET;

THENCE SOUTH 13°50'56" EAST, A DISTANCE OF 34.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 12°51'24";

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 4.48 FEET;

THENCE SOUTH 00°59'32" EAST, A DISTANCE OF 44.46 FEET;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 0.10 FOOT;

THENCE DEPARTING SAID LAST NAMED DEDICATED PARCEL, NORTH 89°32'57" WEST, A DISTANCE OF 411.51 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 157.31 FEET;

THENCE SOUTH 89°35'42" EAST, A DISTANCE OF 221.05 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED BY THE CITY OF LAS VEGAS TO MCDONALD'S CORPORATION;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL, SOUTH 89°43'00" EAST, A DISTANCE OF 179.01 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 63,663 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

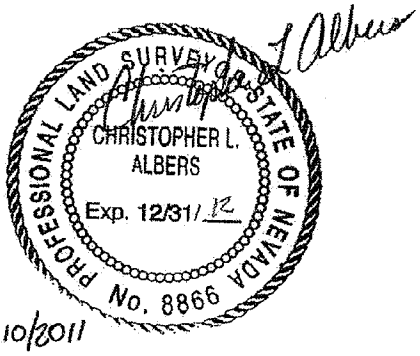
Parcel name: 6 (PARCEL "B")

```
   North: 52339.17176548      East : 52613.54016465
Line  Course: S 00-17-00 W  Length: 38.00
        North: 52301.17223011       East : 52613.35225164
Line  Course: N 89-43-00 W  Length: 3.00
        North: 52301.18706534       East : 52610.35228832
Line  Course: S 00-17-00 W  Length: 30.00
        North: 52271.18743215       East : 52610.20393593
Line  Course: S 89-43-00 E  Length: 3.00
        North: 52271.17259692       East : 52613.20389925
Curve  Length: 7.40                Radius: 30.00
        Delta: 14-07-56           Tangent: 3.72
        Chord: 7.38                Course: S 06-46-58 E
    Course In: S 89-43-00 E     Course Out: S 76-09-04 W
    RP  North: 52271.02424453       East : 52643.20353244
    End North: 52263.84338416       East : 52614.07562067
Line  Course: S 13-50-56 E  Length: 34.78
        North: 52230.07442511       East : 52622.40063146
Curve  Length: 4.49                Radius: 20.00
        Delta: 12-51-24           Tangent: 2.25
        Chord: 4.48                Course: S 07-25-14 E
    Course In: S 76-09-04 W     Course Out: N 89-00-28 E
    RP  North: 52225.28718486       East : 52602.98202361
    End North: 52225.63351845       East : 52622.97902471
Line  Course: S 00-59-32 E  Length: 44.46
        North: 52181.18018500       East : 52623.74892427
Line  Course: S 00-17-00 W  Length: 0.10
        North: 52181.08018622       East : 52623.74842976
Line  Course: N 89-32-57 W  Length: 411.51
        North: 52184.31812996       East : 52212.25116875
Line  Course: N 00-27-03 E  Length: 157.31
        North: 52341.62326016       East : 52213.48895381
Line  Course: S 89-35-42 E  Length: 221.05
        North: 52340.06076280       East : 52434.53343146
Line  Course: S 89-43-00 E  Length: 179.01
        North: 52339.17554414       East : 52613.54124271

   Perimeter: 1134.10   Area: 63,663 sq. ft. 1.4615 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00392943          Course: N 15-55-25 E
  Error North: 0.003778656          East : 0.001078059
Precision  1: 288,619.47
```

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\5 CLV ACCESS Legal Desc.docx
October 7, 2011

"CLV" ACCESS EASEMENT AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE CITY OF LAS VEGAS (CLV) ACCESS EASEMENT, AN EASEMENT TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/10/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS, TO THE MOST WESTERLY CORNER OF "PARCEL A" AS DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE CONTINUING NORTH 89°43'00" WEST, A DISTANCE OF 4.13 FEET ALONG THE SOUTH LINE OF SAID MCDONALD'S CORPORATION PARCEL AND THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003104, CLARK COUNTY, NEVADA OFFICIAL RECORDS TO THE NORTHWESTERLY CORNER THEREOF, ALSO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'00" WEST ALONG THE WESTERLY LINE OF SAID DEDICATED PARCEL OF LAND, A DISTANCE OF 20.76 FEET;

THENCE NORTH 89°43'00" WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 400.12 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'00" EAST, A DISTANCE OF 221.05 FEET TO THE WESTERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL;

THENCE SOUTH 00°27'03" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 9.24 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 89°43'00" EAST ALONG THE SOUTHERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, A DISTANCE OF 179.01 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 10,348 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 8

North: 52339.17176548 East : 52613.54016465
Line Course: S 00-17-00 W Length: 20.76
North: 52318.41201931 East : 52613.43750480
Line Course: N 89-43-00 W Length: 400.12
North: 52320.39064448 East : 52213.32239706
Line Course: N 00-27-03 E Length: 30.00
North: 52350.38971578 East : 52213.55845041
Line Course: S 89-43-00 E Length: 221.05
North: 52349.29660598 East : 52434.60574763
Line Course: S 00-27-03 W Length: 9.24
North: 52340.05689202 East : 52434.53304320
Line Course: S 89-43-00 E Length: 179.01
North: 52339.17167336 East : 52613.54085445

Perimeter: 860.18 Area: 10,348 sq. ft. 0.2376 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00069592 Course: S 82-23-35 E
Error North: -0.000092124 East : 0.000689801
Precision 1: 1,236,032.88

EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK

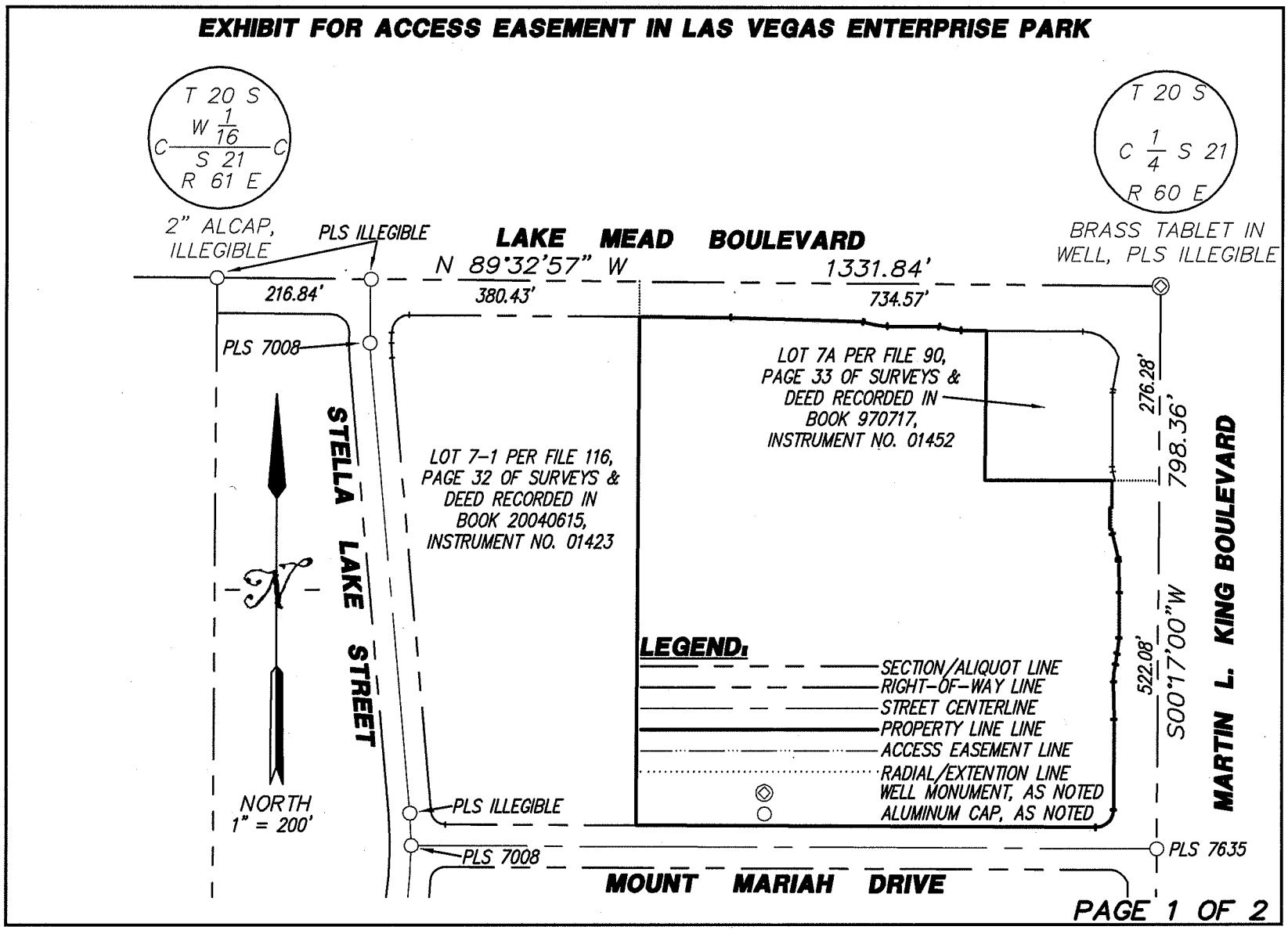
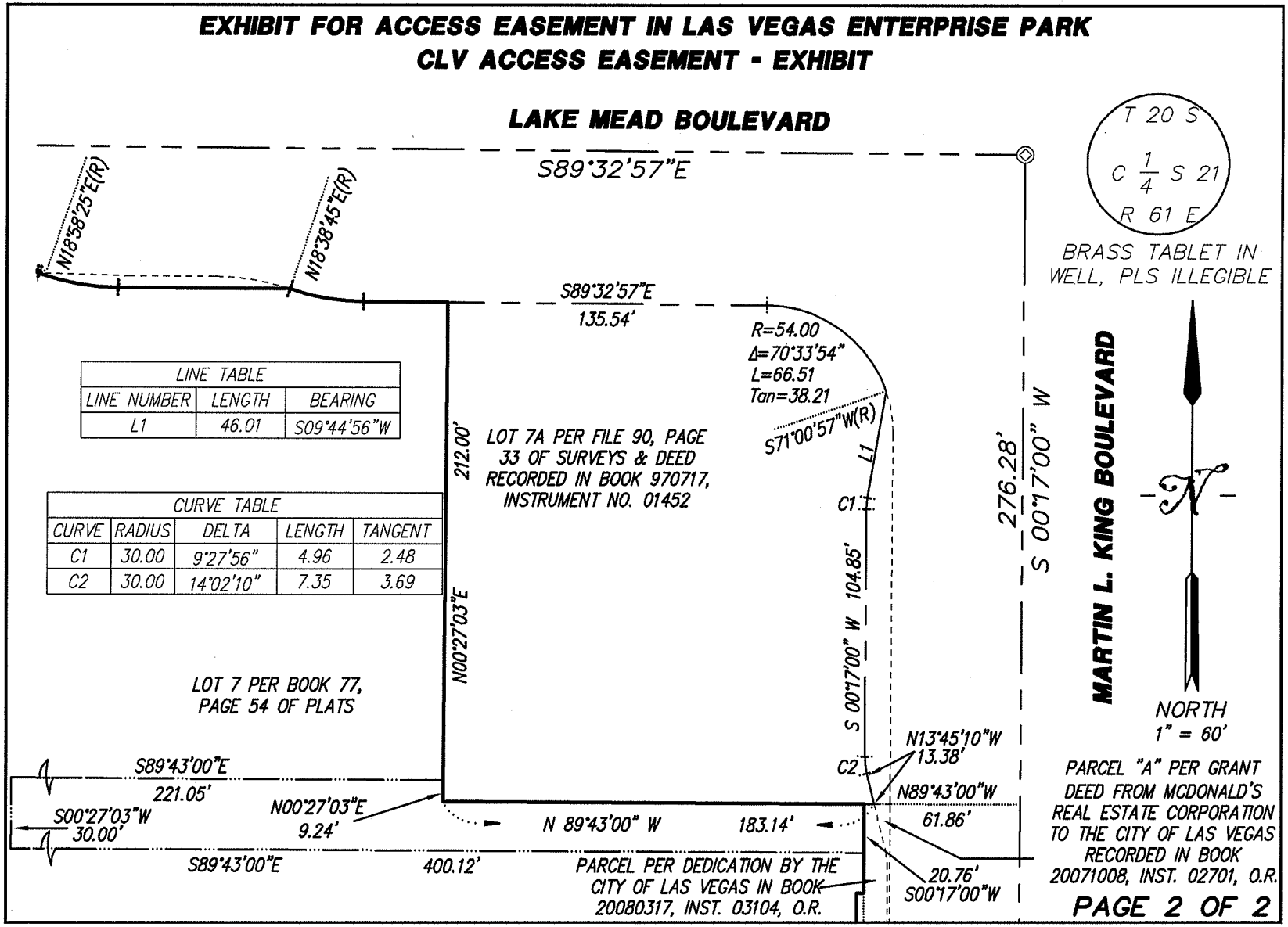


EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
CLV ACCESS EASEMENT - EXHIBIT



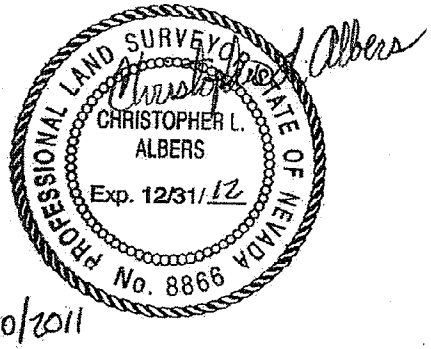
LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	46.01	S09°44'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00	9°27'56"	4.96	2.48
C2	30.00	14°02'10"	7.35	3.69

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\4 MCDONALDS ACCESS Legal Desc.docx
October 7, 2011

"MCDONALD'S" ACCESS EASEMENT AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE MCDONALD'S ACCESS EASEMENT, AN EASEMENT TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/10/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS, TO THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND AS DESCRIBED IN THE GRANT DEED BY THE MCDONALD'S REAL ESTATE COMPANY TO THE CITY OF LAS VEGAS

IN BOOK 20071008, INSTRUMENT NUMBER 003818, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO THE **POINT OF BEGNINING;**

THENCE, DEPARTING SAID PARCEL CONVEYED FROM MCDONALD'S REAL ESTATE CORPORATION TO THE CITY OF LAS VEGAS AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, NORTH 89°43'00" WEST, A DISTANCE OF 183.14 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00°27'03" EAST ALONG THE WESTERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, A DISTANCE OF 9.24 FEET;

THENCE, DEPARTING SAID WESTERLY LINE, SOUTH 89°43'00" EAST, A DISTANCE OF 180.80 FEET TO THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED TO THE CITY OF LAS VEGAS BY MCDONALD'S REAL ESTATE COMPANY;

THENCE SOUTH 13°45'10" EAST ALONG THE LAST MENTIONED LINE, A DISTANCE OF 9.52 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 1,681 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 7

North: 52339.15134230 East : 52617.67011415
Line Course: N 89-43-00 W Length: 183.14
North: 52340.05698414 East : 52434.53235340
Line Course: N 00-27-03 E Length: 9.24
North: 52349.29669810 East : 52434.60505783
Line Course: S 89-43-00 E Length: 180.80
North: 52348.40262775 East : 52615.40284720
Line Course: S 13-45-10 E Length: 9.52
North: 52339.15556096 East : 52617.66606520

Perimeter: 382.71 Area: 1,681 sq. ft. 0.0386 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00584731 Course: N 43-49-27 W
Error North: 0.004218654 East : -0.004048950
Precision 1: 65,448.90

EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK

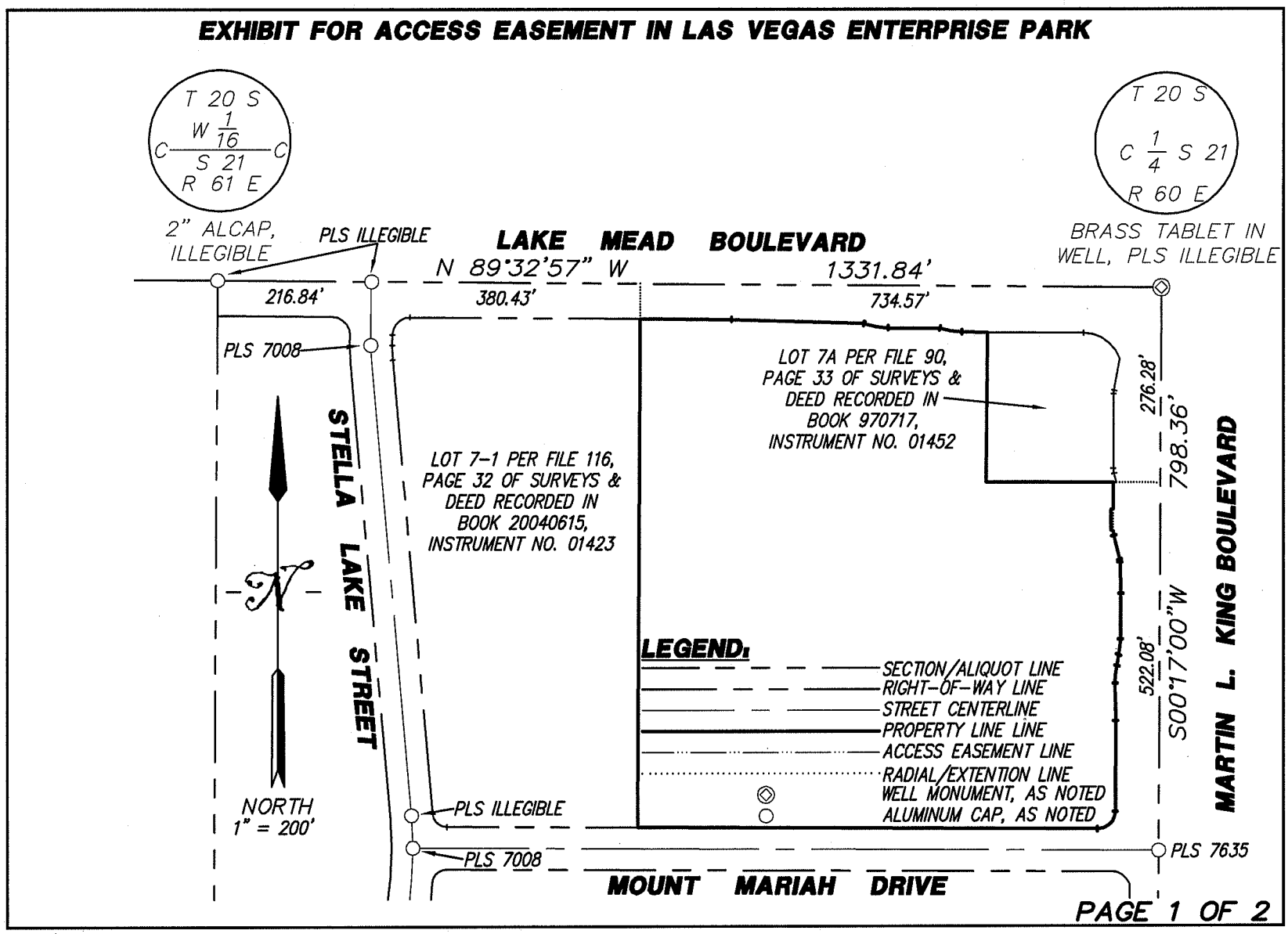
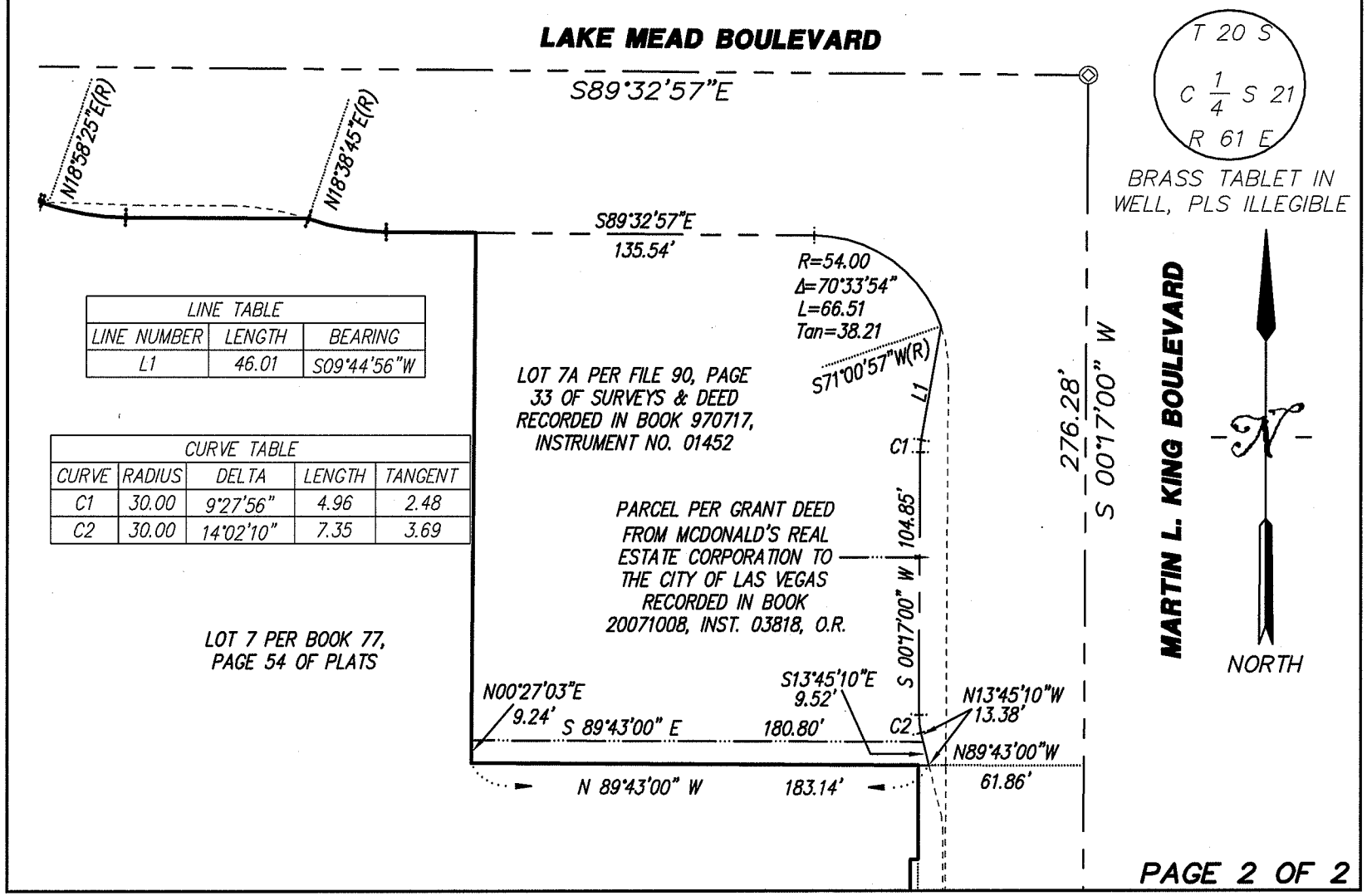


EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
MACDONALD'S ACCESS EASEMENT - EXHIBIT



LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	46.01	S09°44'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00	9°27'56"	4.96	2.48
C2	30.00	14°02'10"	7.35	3.69

EXHIBIT C
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

DISCLOSURE OF PRINCIPALS

EXHIBIT C FOLLOWS

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name: Laurich Properties, Inc.
Address: 1770 N. Buffalo, #101 Las Vegas, NV 89128
Telephone: 702-220-4500
EIN or DUNS

Block 2 **Description**
Option Disposition and Development Agreement

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.	Hank Gordon	1770 M. Buffalo, #101 Las Vegas, NV 89128	702-220-4500
~~2.~~	~~Honorine Gordon~~	~~Same as above~~	~~Same as above~~
3.	Richard Gordon	Same as above	Same as above
4.	Laura Shuster	Same as above	Same as above
5.			
6.			
7.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:
_____

Date of Attached Document: _____ Number of Pages: _____

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

Name _____

Date 10/6/11

Subscribed and sworn to before me this 6 day of Oct., 2011

_____
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA GROSETH
No: 98-3646-1
My Appointment Expires July 1, 2014

EXHIBIT D
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver two exact copies of this Agreement.	Not later than ten (10) calendar days from City Council approval of this Agreement.
Open escrow at a title company mutually agreeable to the Parties and which is properly licensed in the State of Nevada.	Developer opened Escrow No. 423423-A with Sharon Silverberg, First American Title Company, 2490 Paseo Verde Parkway, Suite 100, Henderson, NV
Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	First American Title Company delivered to Developer September 19, 2011.
Approval of Title Report.	Within thirty (30) calendar days of Effective Date
Expiration of Feasibility Review Period.	March 15, 2012 ("Feasibility Review Period")
The Developer shall submit to the City for approval a set of basic concept drawings.	Not later than sixty (60) calendar days from the Effective Date.
Review of basic concept drawings by architectural review committee for Enterprise Park.	Not later than ninety (90) calendar days from the Effective Date.
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days from the Effective Date.
Submission of Developer's evidence of financing the Project pursuant to Section 6.	Ten (10) days prior to closing.
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval.
Issuance of City and other governmental permits necessary to commence construction.	Not later than start of construction or within six (6) months of submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.

	plan to City.
Submission – Certificates of Insurance.	on file
Balance of Purchase Price and closing costs by Developer.	At Closing.
Execution by Developer of Quitclaim Deed and Irrevocable Escrow Instructions and delivery to escrow	At Closing.
Site Closing and conveyance	On or before June 4, 2012.
The Developer shall commence construction, which shall mean pouring of the footings as determined by an inspection completed by the City's building official, or by his designee.	Within one hundred eighty (180) calendar days after the earlier of (i) Closing, or (ii) issuance of City and other governmental permits necessary to commence construction.
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City.	Not later than twelve (12) calendar months following commencement of construction.
Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
Release of Quitclaim Deed by City.	Upon issuance of certificates of occupancy for the Project.

EXHIBIT E
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

SCOPE OF DEVELOPMENT OF THE PROJECT

Developer shall build a Dollar General Grocery Store (DG Market) of approximately 20,700 square feet of retail grocery goods and services located on approximately 2.38 acres at the western boundary of site;_consistent with the site development plan submitted to the City Planning Commission on _____, 2011, for consideration at the _____, 2011 City Planning Commission meeting and the _____, 2011 City Council meeting. Any deviation from said site development plan or the conditions of the approval of such plan shall require written approval by Director.

Pad A – (west of McDonald's)

Pad B – (south of McDonald's)

EXHIBIT F
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

CERTIFICATE OF COMPLETION

APN: 139-21-313-005 (a portion of)
APN: 139-21-313-009 (a portion of)

RECORDING REQUESTED BY:
City of Las Vegas

AFTER RECORDING, MAIL TO:
City of Las Vegas
Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

THIS NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT ("Notice") is made pursuant to the requirements of that certain Disposition and Development Agreement ("DDA") with an effective date of November 2, 2011, whereby the City of Las Vegas, a municipal corporation of the State of Nevada ("Grantor"), provided assistance to, Laurich Properties, Inc. a Nevada corporation ("Developer"), for construction and development of a certain project situated in the City of Las Vegas, Nevada, and described on the Attachment attached hereto and made a part hereof ("Site").

The DDA provides that (a) the City shall furnish the Developer with this Notice upon completion of all construction and development upon the Site that is required to be completed by the DDA, (b) this Notice shall be in such form as to permit it to be recorded in Recorder's Office of Clark County, and (c) this Notice shall be conclusively determined that the construction and development on the Site has been satisfactorily completed.

NOW, THEREFORE, the City agrees and does hereby certify that the construction and development on the Site has been fully and satisfactorily performed and completed in full compliance with the requirements of the DDA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has executed this Notice as of _____.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

Attest: _____
Beverly K. Bridges, MMC City Clerk

LAURICH PROPERTIES, INC.

By: _____
HANK GORDON, Chairman

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2011, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2011, by Hank Gordon as Chairman.

_____
NOTARY PUBLIC

ATTACHMENT
TO
NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

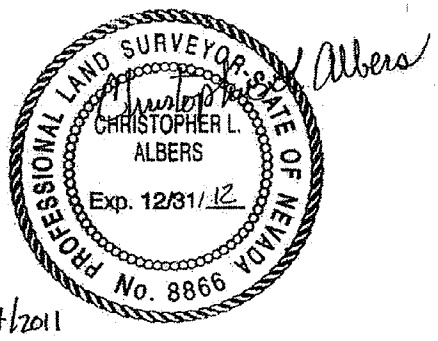
LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\1 DG Parcel Legal Desc.doc
October 6, 2011

"DG" PARCEL AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE "DOLLAR GENERAL PARCEL (DG)", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/7/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO STELLA LAKE PARTNERS BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20040615, INSTURMENT NUMBER 001423, CLARK COUNTY, NEVADA OFFICIAL RECORDS ALSO SHOWN AS LOT 7-1 BY MAP THEREOF RECORDED IN FILE 116, PAGE 32 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

THENCE THE NEXT TWO COURSES ALONG THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 129.57 FEET;

THENCE SOUTH 88°16'34" EAST, A DISTANCE OF 139.79 FEET;

THENCE DEPARTING SAID NORTHERLY LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 00°27'03" WEST, A DISTANCE OF 381.37 FEET;

THENCE NORTH 89°32' 57" WEST, A DISTANCE OF 268.20 FEET TO THE EASTERLY LINE OF SAID CONVEYED PARCEL;

THENCE NORTH 00°17'00" EAST, ALONG THE EASTERLY LINE OF SAID CONVEYED PARCEL, A DISTANCE OF 384.48 FEET TO THE **POINT OF BEGINING**.

CONTAINING 2.3673 ACRES MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

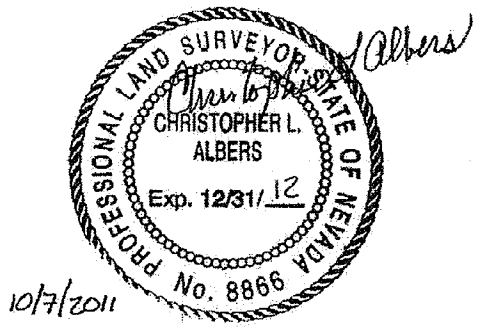
Parcel name: 4 (DOLLAR GENERAL PARCEL)

```
   North: 52570.90537127      East : 51945.95692047
Line  Course: S 89-32-57 E  Length: 129.57
        North: 52569.88585688       East : 52075.52290941
Line  Course: S 88-16-34 E  Length: 139.79
        North: 52565.68055462       East : 52215.24964104
Line  Course: S 00-27-03 W  Length: 381.37
        North: 52184.32236057       East : 52212.24885223
Line  Course: N 89-32-57 W  Length: 268.20
        North: 52186.43267748       East : 51944.05715482
Line  Course: N 00-17-00 E  Length: 384.48
        North: 52570.90797645       East : 51945.95843894

   Perimeter: 1303.42   Area: 103,118 sq. ft. 2.3673 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00301541           Course: N 30-14-11 E
  Error North: 0.002605178           East : 0.001518472
Precision  1: 432,249.68
```

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\2 PARCEL A Legal Desc.doc
October 6, 2011

PARCEL "A" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES PARCEL "A", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO STELLA LAKE PARTNERS BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20040615, INSTURMENT NUMBER 001423, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO SHOWN AS LOT 7-1 BY MAP THEREOF RECORDED IN FILE 116, PAGE 32 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

THENCE THE NEXT TWO COURSES ALONG SAID NORTH LINE OF THE AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 129.57 FEET;

THENCE SOUTH 88°16'34" EAST, A DISTANCE OF 139.79 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 88°16'34" EAST, A DISTANCE OF 46.66 FEET TO THE MOST WESTERLY CORNER OF "PARCEL C", DEDICATED BY THE CITY OF LAS VEGAS FOR PUBLIC USE FOR ROADWAY, STREET AND FOR PUBLIC UTILITY PURPOSES IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS, SAID

POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 00°48'42" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 18°09'43" EAST;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID DEDICATION THE NEXT THREE COURSES: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.35 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 18°31'22" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 18°58'25" WEST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 33.94 FEET;

THENCE SOUTH 89°32'57" EAST, A DISTANCE OF 72.74 FEET TO THE MOST EASTERLY POINT OF SAID PARCEL "C" DEDICATION, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 18°11'42" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 18°38'45" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 31.76 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 35.80 FEET TO THE NORTHWEST CORNER OF THAT PARCEL CONVEYED TO MCDONALD'S CORPORATION, BY DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE SOUTH 00°27'03" WEST, ALONG THE EAST LINE OF SAID MCDONALD'S PARCEL, A DISTANCE OF 212.00 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 89°35'42" WEST, A DISTANCE OF 221.05 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 224.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 48,068 SQ. FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

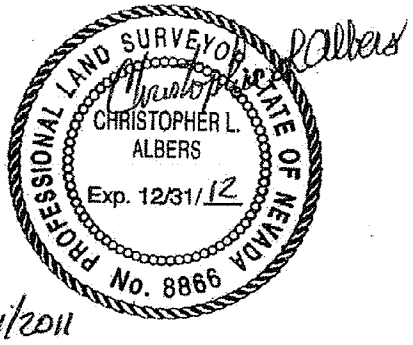
Parcel name: 5 (PARCEL "A")

```
   North: 52565.68059431      East : 52215.25095187
Line  Course: S 88-16-34 E  Length: 46.66
        North: 52564.27692163        East : 52261.88983375
Curve  Length: 1.35                Radius: 95.00
        Delta: 0-48-42             Tangent: 0.67
        Chord: 1.35                 Course: S 71-25-56 E
    Course In: S 18-09-43 W     Course Out: N 18-58-25 E
    RP  North: 52474.00988878        East : 52232.27796484
    End North: 52563.84838898        East : 52263.16556561
Curve  Length: 33.94               Radius: 105.00
        Delta: 18-31-22            Tangent: 17.12
        Chord: 33.80                Course: S 80-17-16 E
    Course In: N 18-58-25 E     Course Out: S 00-27-03 W
    RP  North: 52663.14357342        East : 52297.30449276
    End North: 52558.14682387        East : 52296.47830606
Line  Course: S 89-32-57 E  Length: 72.74
        North: 52557.57447319        East : 52369.21605427
Curve  Length: 31.76               Radius: 100.00
        Delta: 18-11-42            Tangent: 16.01
        Chord: 31.62                Course: S 80-27-06 E
    Course In: N 18-38-45 E     Course Out: S 00-27-03 W
    RP  North: 52652.32576896        East : 52401.18779101
    End North: 52552.32886463        East : 52400.40094653
Line  Course: S 89-32-57 E  Length: 35.80
        North: 52552.04717430        East : 52436.19983828
Line  Course: S 00-27-03 W  Length: 212.00
        North: 52340.05373712        East : 52434.53172797
Line  Course: N 89-35-42 W  Length: 221.05
        North: 52341.61623449        East : 52213.48725031
Line  Course: N 00-27-03 E  Length: 224.07
        North: 52565.67929802        East : 52215.25033275

   Perimeter: 879.36   Area: 48,068 sq. ft. 1.1035 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00143654          Course: S 25-31-46 W
  Error North: -0.001296284         East : -0.000619116
Precision  1: 612,144.46
```

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\3 PARCEL B Legal Desc.docx
October 6, 2011

PARCEL "B" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES PARCEL "B", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/11/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS TO THE MOST WESTERLY CORNER OF "PARCEL A" AS DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID PROLONGATION OF MCDONALD'S SOUTH LINE, NORTH 89°43'00" WEST, A DISTANCE OF 4.13 FEET TO THE

NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003104, CLARK COUNTY, NEVADA OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 38.00 FEET ALONG THE WEST LINE OF THE LAST NAMED DEDICATION BY THE CITY OF LAS VEGAS TO THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA BY QUITCLAIM DEED RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003105;

THENCE DEPARTING SAID WEST LINE OF THE CITY OF LAS VEGAS DEDICATION AND ALONG THE NORTH, WEST AND SOUTH BOUNDARIES OF SAID CONVEYED PARCEL THE FOLLOWING THREE COURSES: NORTH 89°43'00" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'00" EAST, A DISTANCE OF 3.00 FEET TO SAID WEST LINE OF THE LAST NAMED DEDICATION BY THE CITY OF LAS VEGAS, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 14°07'56" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 89°43'00" WEST;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID DEDICATION BY THE CITY OF LAS VEGAS THE NEXT FIVE COURSES: SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 7.40 FEET;

THENCE SOUTH 13°50'56" EAST, A DISTANCE OF 34.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 12°51'24";

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 4.48 FEET;

THENCE SOUTH 00°59'32" EAST, A DISTANCE OF 44.46 FEET;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 0.10 FOOT;

THENCE DEPARTING SAID LAST NAMED DEDICATED PARCEL, NORTH 89°32'57" WEST, A DISTANCE OF 411.51 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 157.31 FEET;

THENCE SOUTH 89°35'42" EAST, A DISTANCE OF 221.05 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED BY THE CITY OF LAS VEGAS TO MCDONALD'S CORPORATION;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL, SOUTH 89°43'00" EAST, A DISTANCE OF 179.01 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 63,663 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

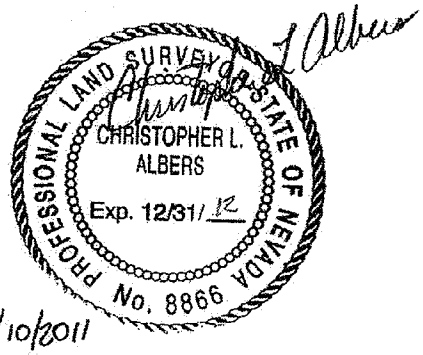
Parcel name: 6 (PARCEL "B")

```
   North: 52339.17176548      East : 52613.54016465
Line  Course: S 00-17-00 W  Length: 38.00
        North: 52301.17223011        East : 52613.35225164
Line  Course: N 89-43-00 W  Length: 3.00
        North: 52301.18706534        East : 52610.35228832
Line  Course: S 00-17-00 W  Length: 30.00
        North: 52271.18743215        East : 52610.20393593
Line  Course: S 89-43-00 E  Length: 3.00
        North: 52271.17259692        East : 52613.20389925
Curve  Length: 7.40                 Radius: 30.00
        Delta: 14-07-56            Tangent: 3.72
        Chord: 7.38                 Course: S 06-46-58 E
    Course In: S 89-43-00 E     Course Out: S 76-09-04 W
    RP  North: 52271.02424453        East : 52643.20353244
    End North: 52263.84338416        East : 52614.07562067
Line  Course: S 13-50-56 E  Length: 34.78
        North: 52230.07442511        East : 52622.40063146
Curve  Length: 4.49                 Radius: 20.00
        Delta: 12-51-24            Tangent: 2.25
        Chord: 4.48                 Course: S 07-25-14 E
    Course In: S 76-09-04 W     Course Out: N 89-00-28 E
    RP  North: 52225.28718486        East : 52602.98202361
    End North: 52225.63351845        East : 52622.97902471
Line  Course: S 00-59-32 E  Length: 44.46
        North: 52181.18018500        East : 52623.74892427
Line  Course: S 00-17-00 W  Length: 0.10
        North: 52181.08018622        East : 52623.74842976
Line  Course: N 89-32-57 W  Length: 411.51
        North: 52184.31812996        East : 52212.25116875
Line  Course: N 00-27-03 E  Length: 157.31
        North: 52341.62326016        East : 52213.48895381
Line  Course: S 89-35-42 E  Length: 221.05
        North: 52340.06076280        East : 52434.53343146
Line  Course: S 89-43-00 E  Length: 179.01
        North: 52339.17554414        East : 52613.54124271

   Perimeter: 1134.10   Area: 63,663 sq. ft. 1.4615 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00392943          Course: N 15-55-25 E
  Error North: 0.003778656          East : 0.001078059
Precision  1: 288,619.47
```

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\5 CLV ACCESS Legal Desc.docx
October 7, 2011

"CLV" ACCESS EASEMENT AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE CITY OF LAS VEGAS (CLV) ACCESS EASEMENT, AN EASEMENT TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/10/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS, TO THE MOST WESTERLY CORNER OF "PARCEL A" AS DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE CONTINUING NORTH 89°43'00" WEST, A DISTANCE OF 4.13 FEET ALONG THE SOUTH LINE OF SAID MCDONALD'S CORPORATION PARCEL AND THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003104, CLARK COUNTY, NEVADA OFFICIAL RECORDS TO THE NORTHWESTERLY CORNER THEREOF, ALSO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'00" WEST ALONG THE WESTERLY LINE OF SAID DEDICATED PARCEL OF LAND, A DISTANCE OF 20.76 FEET;

THENCE NORTH 89°43'00" WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 400.12 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'00" EAST, A DISTANCE OF 221.05 FEET TO THE WESTERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL;

THENCE SOUTH 00°27'03" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 9.24 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 89°43'00" EAST ALONG THE SOUTHERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, A DISTANCE OF 179.01 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 10,348 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 8

North: 52339.17176548 East : 52613.54016465
Line Course: S 00-17-00 W Length: 20.76
North: 52318.41201931 East : 52613.43750480
Line Course: N 89-43-00 W Length: 400.12
North: 52320.39064448 East : 52213.32239706
Line Course: N 00-27-03 E Length: 30.00
North: 52350.38971578 East : 52213.55845041
Line Course: S 89-43-00 E Length: 221.05
North: 52349.29660598 East : 52434.60574763
Line Course: S 00-27-03 W Length: 9.24
North: 52340.05689202 East : 52434.53304320
Line Course: S 89-43-00 E Length: 179.01
North: 52339.17167336 East : 52613.54085445

Perimeter: 860.18 Area: 10,348 sq. ft. 0.2376 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00069592 Course: S 82-23-35 E
Error North: -0.000092124 East : 0.000689801
Precision 1: 1,236,032.88

EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK

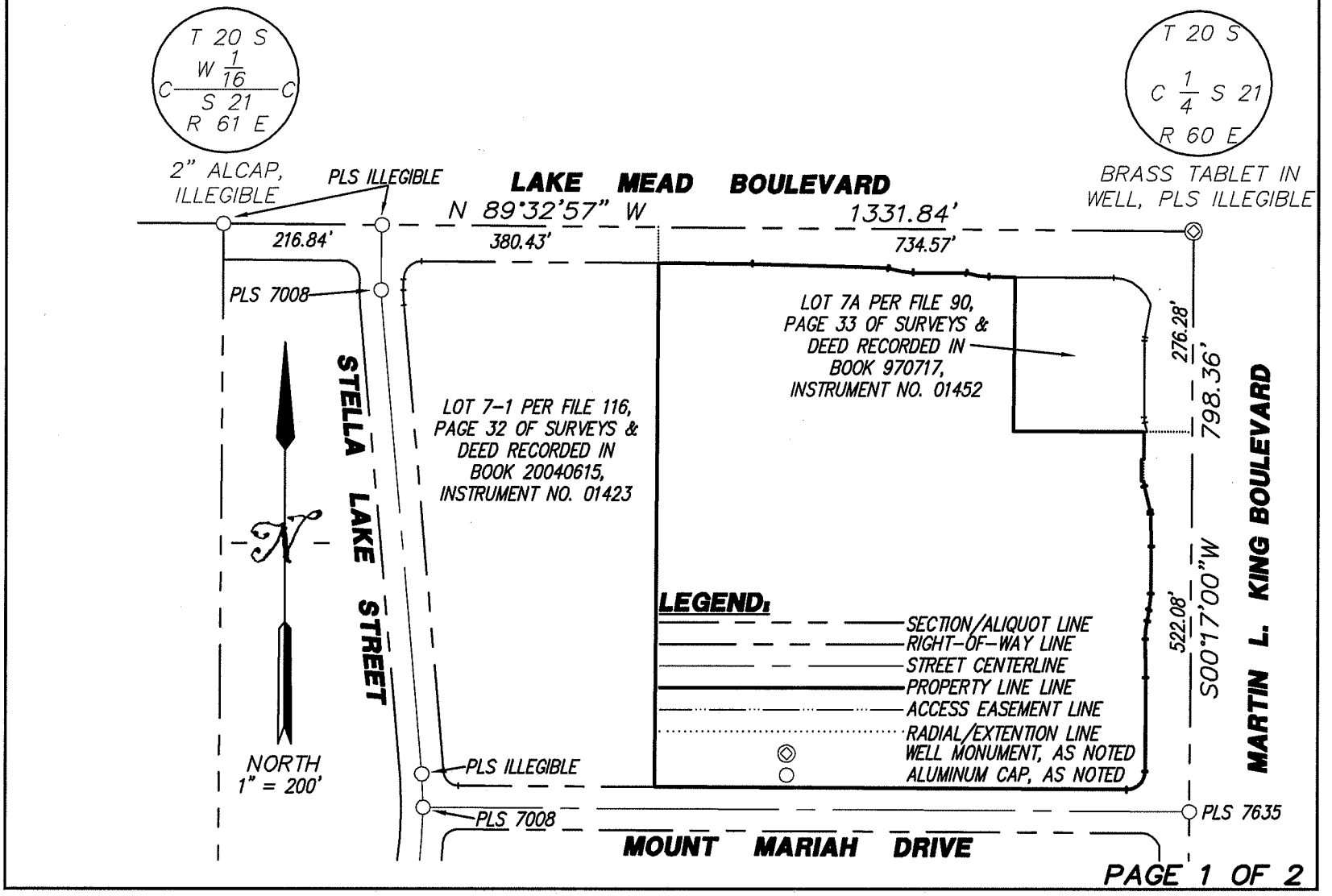
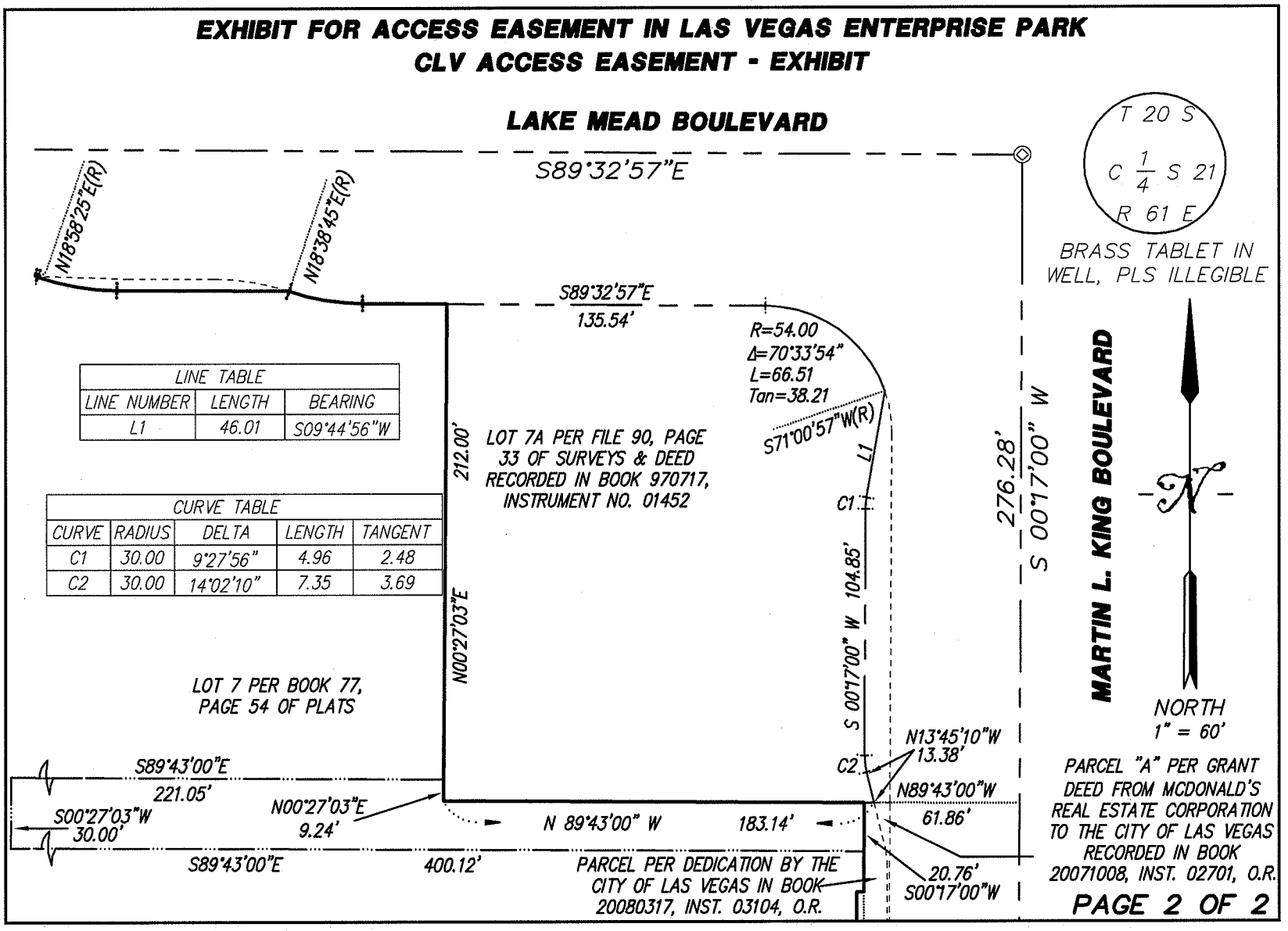


EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
CLV ACCESS EASEMENT - EXHIBIT



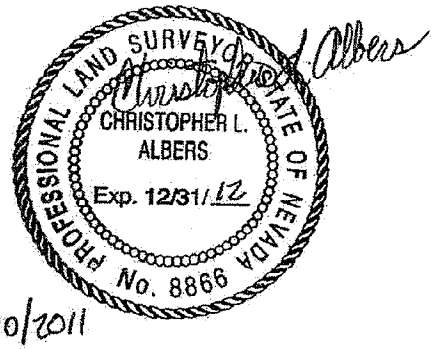
LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	46.01	S09°44'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00	9°27'56"	4.96	2.48
C2	30.00	14°02'10"	7.35	3.69

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\4 MCDONALDS ACCESS Legal Desc.docx
October 7, 2011

"MCDONALD'S" ACCESS EASEMENT AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE MCDONALD'S ACCESS EASEMENT, AN EASEMENT TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/10/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS, TO THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND AS DESCRIBED IN THE GRANT DEED BY THE MCDONALD'S REAL ESTATE COMPANY TO THE CITY OF LAS VEGAS

IN BOOK 20071008, INSTRUMENT NUMBER 003818, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO THE **POINT OF BEGNINING**;

THENCE, DEPARTING SAID PARCEL CONVEYED FROM MCDONALD'S REAL ESTATE CORPORATION TO THE CITY OF LAS VEGAS AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, NORTH 89°43'00" WEST, A DISTANCE OF 183.14 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00°27'03" EAST ALONG THE WESTERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, A DISTANCE OF 9.24 FEET;

THENCE, DEPARTING SAID WESTERLY LINE, SOUTH 89°43'00" EAST, A DISTANCE OF 180.80 FEET TO THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED TO THE CITY OF LAS VEGAS BY MCDONALD'S REAL ESTATE COMPANY;

THENCE SOUTH 13°45'10" EAST ALONG THE LAST MENTIONED LINE, A DISTANCE OF 9.52 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 1,681 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 7

North: 52339.15134230 East : 52617.67011415
Line Course: N 89-43-00 W Length: 183.14
North: 52340.05698414 East : 52434.53235340
Line Course: N 00-27-03 E Length: 9.24
North: 52349.29669810 East : 52434.60505783
Line Course: S 89-43-00 E Length: 180.80
North: 52348.40262775 East : 52615.40284720
Line Course: S 13-45-10 E Length: 9.52
North: 52339.15556096 East : 52617.66606520

Perimeter: 382.71 Area: 1,681 sq. ft. 0.0386 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00584731 Course: N 43-49-27 W
Error North: 0.004218654 East : -0.004048950
Precision 1: 65,448.90

EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK

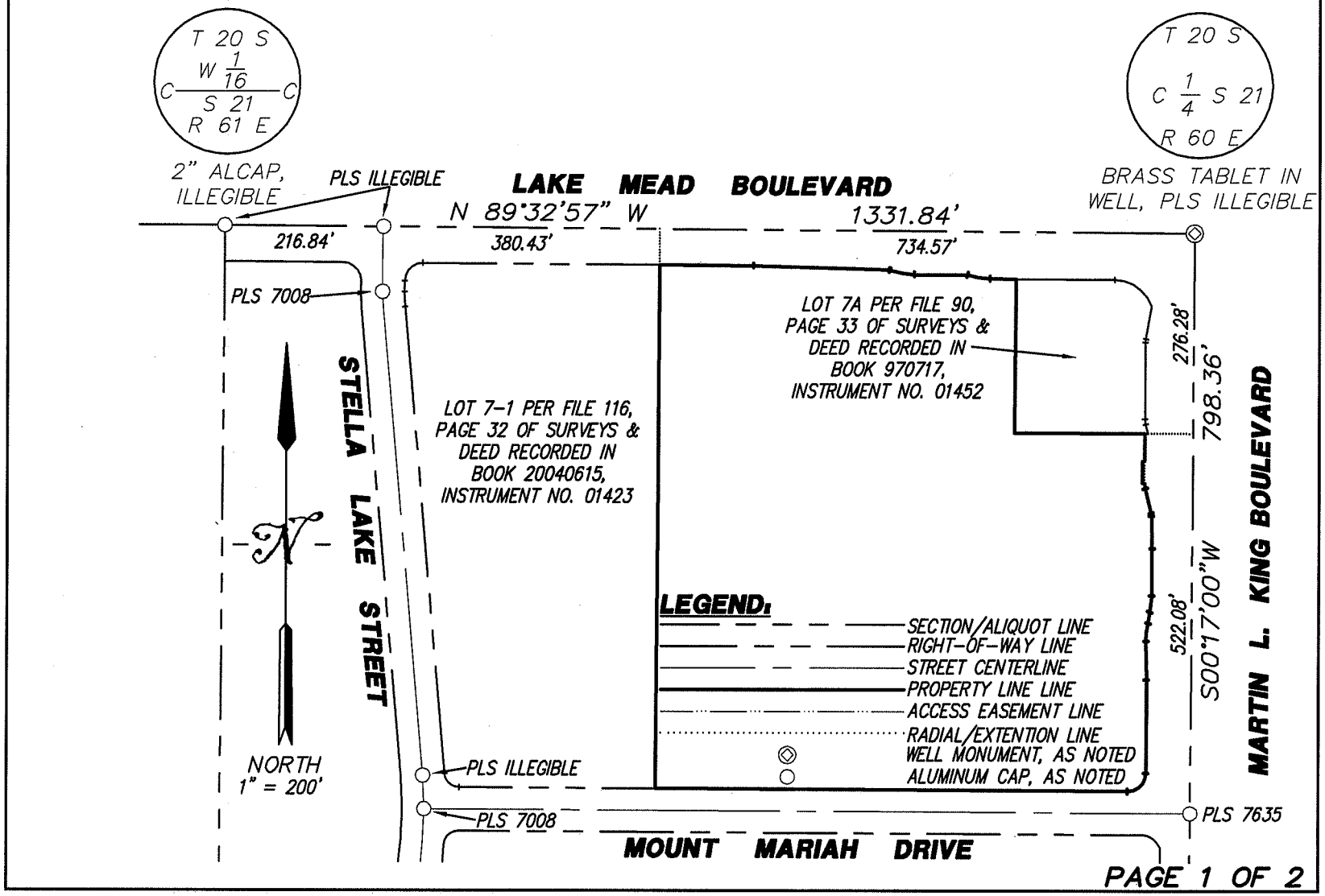
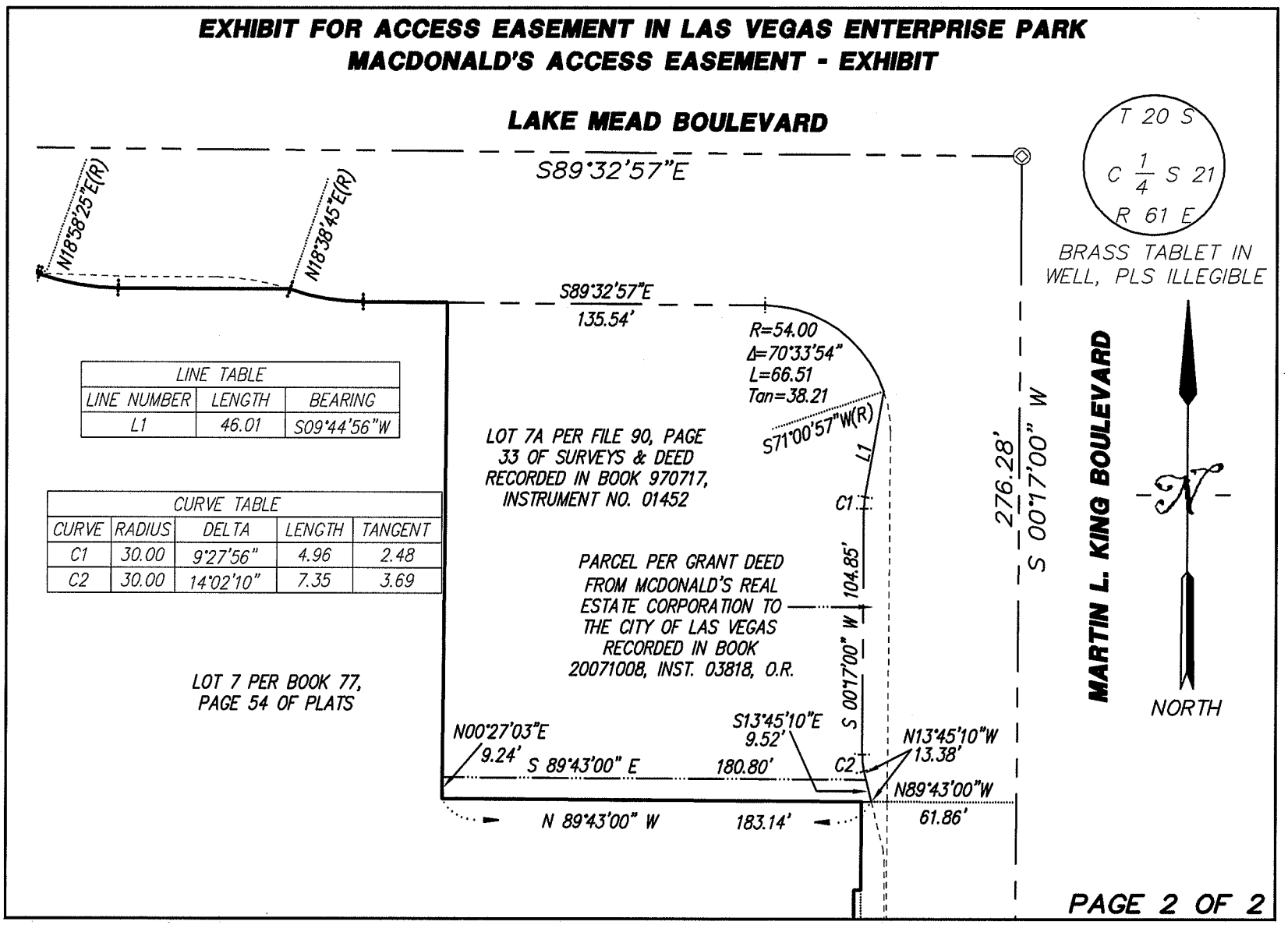


EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
MACDONALD'S ACCESS EASEMENT - EXHIBIT



LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	46.01	S09°44'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00	9°27'56"	4.96	2.48
C2	30.00	14°02'10"	7.35	3.69

EXHIBIT G
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

GRANT, BARGAIN AND SALE DEED

APN: 139-21-313-005 (a portion of)
APN: 139-21-313-009 (a portion of)

RECORDING REQUESTED BY:
City of Las Vegas, Nevada

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:
Laurich Properties, Inc.
1770 North Buffalo Drive, Suite 101
Las Vegas, Nevada 89128

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantor"), hereby grants, bargains and sells to Laurich Properties, Inc. whose address is 1770 North Buffalo Drive, Suite 101, Las Vegas, Nevada, 89128 ("Grantee"), all right, title, and interest in the real property ("Property") legally described in the Attachment attached hereto and incorporated herein by this reference.

1. The Property is conveyed pursuant to a Disposition and Development Agreement ("Agreement") for the Property, entered into by and between Grantor and Grantee with an effective date of November 2, 2011. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform there under may result in Grantor's exercising its rights to re-purchase, re-enter, and re-possess as set forth in the Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid, or limit any mortgage, deed of trust or other security instrument not prohibited by the Agreement.

3. The absence from this deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this deed to the exclusion of said covenants, restrictions, and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.

5. The Property is conveyed subject only to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

6. This Deed may be executed in counterparts.

IN WITNESS THEREOF, Grantor and Grantee have caused this instrument to be executed as of _____.

GRANTOR:

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

Attest: _____
Beverly K. Bridges, MMC City Clerk

Approved as to form:

_____
Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2011, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC

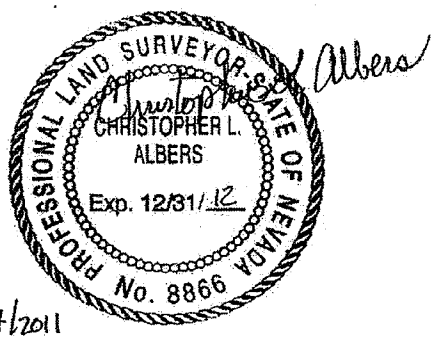
ATTACHMENT
TO
GRANT, BARGAIN, AND SALE DEED

LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

"DG" PARCEL AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE "DOLLAR GENERAL PARCEL (DG)", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/7/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO STELLA LAKE PARTNERS BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20040615, INSTURMENT NUMBER 001423, CLARK COUNTY, NEVADA OFFICIAL RECORDS ALSO SHOWN AS LOT 7-1 BY MAP THEREOF RECORDED IN FILE 116, PAGE 32 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

THENCE THE NEXT TWO COURSES ALONG THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 129.57 FEET;

THENCE SOUTH 88°16'34" EAST, A DISTANCE OF 139.79 FEET;

THENCE DEPARTING SAID NORTHERLY LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 00°27'03" WEST, A DISTANCE OF 381.37 FEET;

THENCE NORTH 89°32' 57" WEST, A DISTANCE OF 268.20 FEET TO THE EASTERLY LINE OF SAID CONVEYED PARCEL;

THENCE NORTH 00°17'00" EAST, ALONG THE EASTERLY LINE OF SAID CONVEYED PARCEL, A DISTANCE OF 384.48 FEET TO THE **POINT OF BEGINING**.

CONTAINING 2.3673 ACRES MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

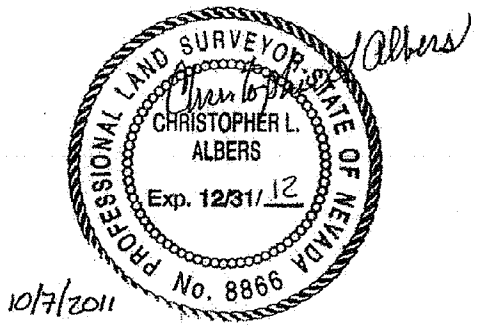
Parcel name: 4 (DOLLAR GENERAL PARCEL)

```
   North: 52570.90537127      East : 51945.95692047
Line  Course: S 89-32-57 E  Length: 129.57
        North: 52569.88585688       East : 52075.52290941
Line  Course: S 88-16-34 E  Length: 139.79
        North: 52565.68055462       East : 52215.24964104
Line  Course: S 00-27-03 W  Length: 381.37
        North: 52184.32236057       East : 52212.24885223
Line  Course: N 89-32-57 W  Length: 268.20
        North: 52186.43267748       East : 51944.05715482
Line  Course: N 00-17-00 E  Length: 384.48
        North: 52570.90797645       East : 51945.95843894

   Perimeter: 1303.42   Area: 103,118 sq. ft. 2.3673 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00301541           Course: N 30-14-11 E
  Error North: 0.002605178           East : 0.001518472
Precision  1: 432,249.68
```

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\2 PARCEL A Legal Desc.doc
October 6, 2011

PARCEL "A" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES PARCEL "A", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO STELLA LAKE PARTNERS BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20040615, INSTURMENT NUMBER 001423, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO SHOWN AS LOT 7-1 BY MAP THEREOF RECORDED IN FILE 116, PAGE 32 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

THENCE THE NEXT TWO COURSES ALONG SAID NORTH LINE OF THE AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 129.57 FEET;

THENCE SOUTH 88°16'34" EAST, A DISTANCE OF 139.79 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 88°16'34" EAST, A DISTANCE OF 46.66 FEET TO THE MOST WESTERLY CORNER OF "PARCEL C", DEDICATED BY THE CITY OF LAS VEGAS FOR PUBLIC USE FOR ROADWAY, STREET AND FOR PUBLIC UTILITY PURPOSES IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS, SAID

POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 00°48'42" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 18°09'43" EAST;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID DEDICATION THE NEXT THREE COURSES: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.35 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 18°31'22" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 18°58'25" WEST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 33.94 FEET;

THENCE SOUTH 89°32'57" EAST, A DISTANCE OF 72.74 FEET TO THE MOST EASTERLY POINT OF SAID PARCEL "C" DEDICATION, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 18°11'42" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 18°38'45" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 31.76 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 35.80 FEET TO THE NORTHWEST CORNER OF THAT PARCEL CONVEYED TO MCDONALD'S CORPORATION, BY DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE SOUTH 00°27'03" WEST, ALONG THE EAST LINE OF SAID MCDONALD'S PARCEL, A DISTANCE OF 212.00 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 89°35'42" WEST, A DISTANCE OF 221.05 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 224.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 48,068 SQ. FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

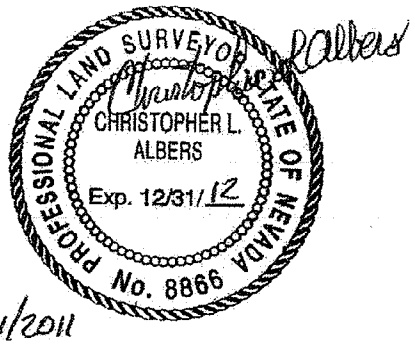
Parcel name: 5 (PARCEL "A")

```
   North: 52565.68059431      East : 52215.25095187
Line  Course: S 88-16-34 E  Length: 46.66
        North: 52564.27692163        East : 52261.88983375
Curve  Length: 1.35                Radius: 95.00
        Delta: 0-48-42             Tangent: 0.67
        Chord: 1.35                 Course: S 71-25-56 E
    Course In: S 18-09-43 W     Course Out: N 18-58-25 E
    RP  North: 52474.00988878        East : 52232.27796484
    End North: 52563.84838898        East : 52263.16556561
Curve  Length: 33.94               Radius: 105.00
        Delta: 18-31-22            Tangent: 17.12
        Chord: 33.80                Course: S 80-17-16 E
    Course In: N 18-58-25 E     Course Out: S 00-27-03 W
    RP  North: 52663.14357342        East : 52297.30449276
    End North: 52558.14682387        East : 52296.47830606
Line  Course: S 89-32-57 E  Length: 72.74
        North: 52557.57447319        East : 52369.21605427
Curve  Length: 31.76               Radius: 100.00
        Delta: 18-11-42            Tangent: 16.01
        Chord: 31.62                Course: S 80-27-06 E
    Course In: N 18-38-45 E     Course Out: S 00-27-03 W
    RP  North: 52652.32576896        East : 52401.18779101
    End North: 52552.32886463        East : 52400.40094653
Line  Course: S 89-32-57 E  Length: 35.80
        North: 52552.04717430        East : 52436.19983828
Line  Course: S 00-27-03 W  Length: 212.00
        North: 52340.05373712        East : 52434.53172797
Line  Course: N 89-35-42 W  Length: 221.05
        North: 52341.61623449        East : 52213.48725031
Line  Course: N 00-27-03 E  Length: 224.07
        North: 52565.67929802        East : 52215.25033275

   Perimeter: 879.36   Area: 48,068 sq. ft. 1.1035 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00143654          Course: S 25-31-46 W
  Error North: -0.001296284         East : -0.000619116
Precision  1: 612,144.46
```

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\3 PARCEL B Legal Desc.docx
October 6, 2011

PARCEL "B" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES PARCEL "B", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/11/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS TO THE MOST WESTERLY CORNER OF "PARCEL A" AS DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID PROLONGATION OF MCDONALD'S SOUTH LINE, NORTH 89°43'00" WEST, A DISTANCE OF 4.13 FEET TO THE

NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003104, CLARK COUNTY, NEVADA OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 38.00 FEET ALONG THE WEST LINE OF THE LAST NAMED DEDICATION BY THE CITY OF LAS VEGAS TO THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA BY QUITCLAIM DEED RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003105;

THENCE DEPARTING SAID WEST LINE OF THE CITY OF LAS VEGAS DEDICATION AND ALONG THE NORTH, WEST AND SOUTH BOUNDARIES OF SAID CONVEYED PARCEL THE FOLLOWING THREE COURSES: NORTH 89°43'00" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'00" EAST, A DISTANCE OF 3.00 FEET TO SAID WEST LINE OF THE LAST NAMED DEDICATION BY THE CITY OF LAS VEGAS, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 14°07'56" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 89°43'00" WEST;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID DEDICATION BY THE CITY OF LAS VEGAS THE NEXT FIVE COURSES: SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 7.40 FEET;

THENCE SOUTH 13°50'56" EAST, A DISTANCE OF 34.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 12°51'24";

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 4.48 FEET;

THENCE SOUTH 00°59'32" EAST, A DISTANCE OF 44.46 FEET;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 0.10 FOOT;

THENCE DEPARTING SAID LAST NAMED DEDICATED PARCEL, NORTH 89°32'57" WEST, A DISTANCE OF 411.51 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 157.31 FEET;

THENCE SOUTH 89°35'42" EAST, A DISTANCE OF 221.05 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED BY THE CITY OF LAS VEGAS TO MCDONALD'S CORPORATION;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL, SOUTH 89°43'00" EAST, A DISTANCE OF 179.01 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 63,663 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

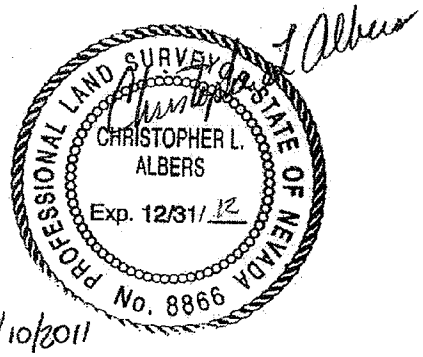
Parcel name: 6 (PARCEL "B")

```
   North: 52339.17176548      East : 52613.54016465
Line  Course: S 00-17-00 W  Length: 38.00
        North: 52301.17223011        East : 52613.35225164
Line  Course: N 89-43-00 W  Length: 3.00
        North: 52301.18706534        East : 52610.35228832
Line  Course: S 00-17-00 W  Length: 30.00
        North: 52271.18743215        East : 52610.20393593
Line  Course: S 89-43-00 E  Length: 3.00
        North: 52271.17259692        East : 52613.20389925
Curve  Length: 7.40                 Radius: 30.00
        Delta: 14-07-56            Tangent: 3.72
        Chord: 7.38                 Course: S 06-46-58 E
    Course In: S 89-43-00 E     Course Out: S 76-09-04 W
    RP  North: 52271.02424453        East : 52643.20353244
    End North: 52263.84338416        East : 52614.07562067
Line  Course: S 13-50-56 E  Length: 34.78
        North: 52230.07442511        East : 52622.40063146
Curve  Length: 4.49                 Radius: 20.00
        Delta: 12-51-24            Tangent: 2.25
        Chord: 4.48                 Course: S 07-25-14 E
    Course In: S 76-09-04 W     Course Out: N 89-00-28 E
    RP  North: 52225.28718486        East : 52602.98202361
    End North: 52225.63351845        East : 52622.97902471
Line  Course: S 00-59-32 E  Length: 44.46
        North: 52181.18018500        East : 52623.74892427
Line  Course: S 00-17-00 W  Length: 0.10
        North: 52181.08018622        East : 52623.74842976
Line  Course: N 89-32-57 W  Length: 411.51
        North: 52184.31812996        East : 52212.25116875
Line  Course: N 00-27-03 E  Length: 157.31
        North: 52341.62326016        East : 52213.48895381
Line  Course: S 89-35-42 E  Length: 221.05
        North: 52340.06076280        East : 52434.53343146
Line  Course: S 89-43-00 E  Length: 179.01
        North: 52339.17554414        East : 52613.54124271

   Perimeter: 1134.10   Area: 63,663 sq. ft. 1.4615 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00392943          Course: N 15-55-25 E
  Error North: 0.003778656          East : 0.001078059
Precision  1: 288,619.47
```

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\5 CLV ACCESS Legal Desc.docx
October 7, 2011

"CLV" ACCESS EASEMENT AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE CITY OF LAS VEGAS (CLV) ACCESS EASEMENT, AN EASEMENT TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/10/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS, TO THE MOST WESTERLY CORNER OF "PARCEL A" AS DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE CONTINUING NORTH 89°43'00" WEST, A DISTANCE OF 4.13 FEET ALONG THE SOUTH LINE OF SAID MCDONALD'S CORPORATION PARCEL AND THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003104, CLARK COUNTY, NEVADA OFFICIAL RECORDS TO THE NORTHWESTERLY CORNER THEREOF, ALSO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'00" WEST ALONG THE WESTERLY LINE OF SAID DEDICATED PARCEL OF LAND, A DISTANCE OF 20.76 FEET;

THENCE NORTH 89°43'00" WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 400.12 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'00" EAST, A DISTANCE OF 221.05 FEET TO THE WESTERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL;

THENCE SOUTH 00°27'03" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 9.24 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 89°43'00" EAST ALONG THE SOUTHERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, A DISTANCE OF 179.01 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 10,348 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 8

North: 52339.17176548 East : 52613.54016465
Line Course: S 00-17-00 W Length: 20.76
North: 52318.41201931 East : 52613.43750480
Line Course: N 89-43-00 W Length: 400.12
North: 52320.39064448 East : 52213.32239706
Line Course: N 00-27-03 E Length: 30.00
North: 52350.38971578 East : 52213.55845041
Line Course: S 89-43-00 E Length: 221.05
North: 52349.29660598 East : 52434.60574763
Line Course: S 00-27-03 W Length: 9.24
North: 52340.05689202 East : 52434.53304320
Line Course: S 89-43-00 E Length: 179.01
North: 52339.17167336 East : 52613.54085445

Perimeter: 860.18 Area: 10,348 sq. ft. 0.2376 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00069592 Course: S 82-23-35 E
Error North: -0.000092124 East : 0.000689801
Precision 1: 1,236,032.88

EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK

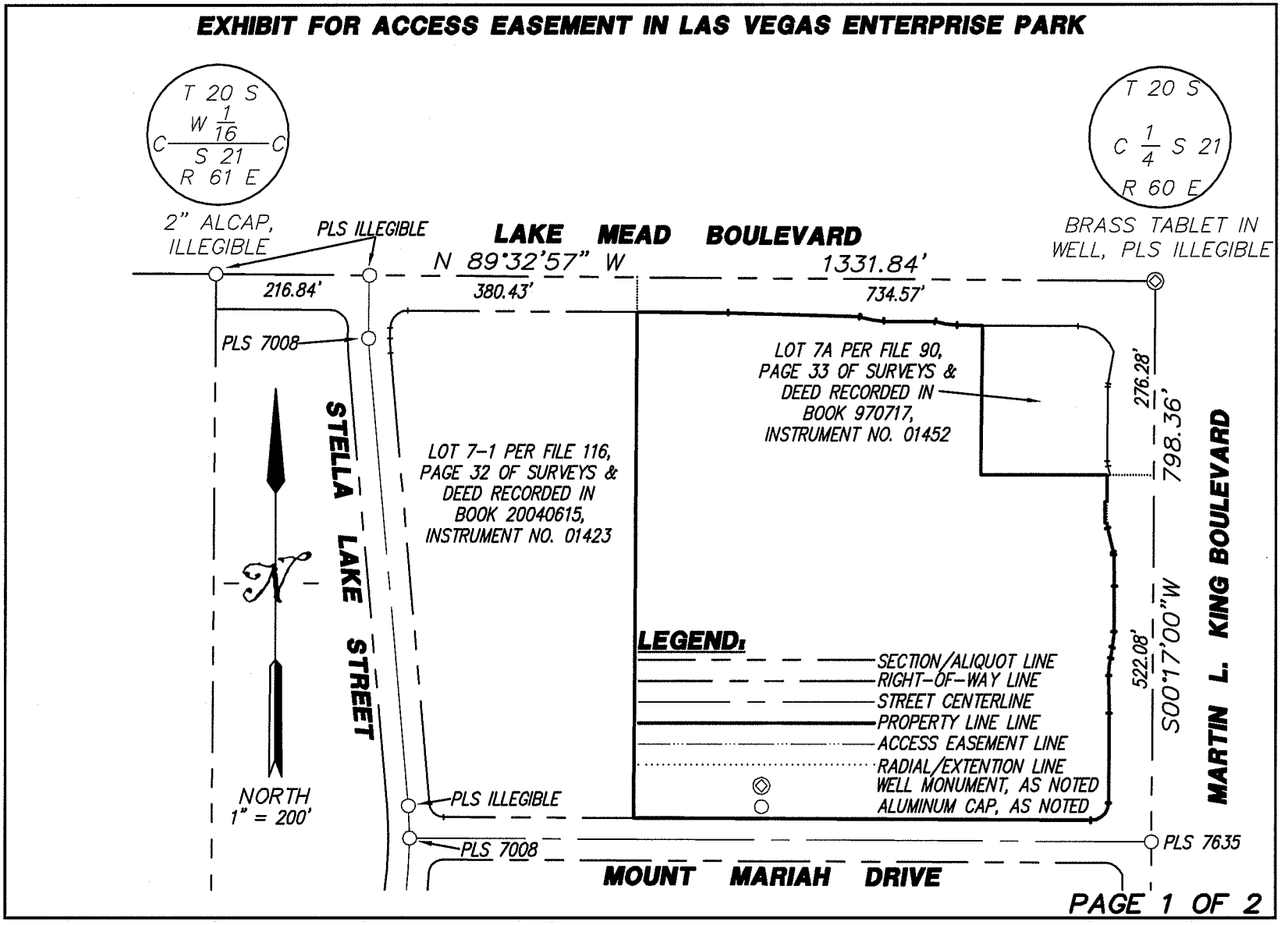
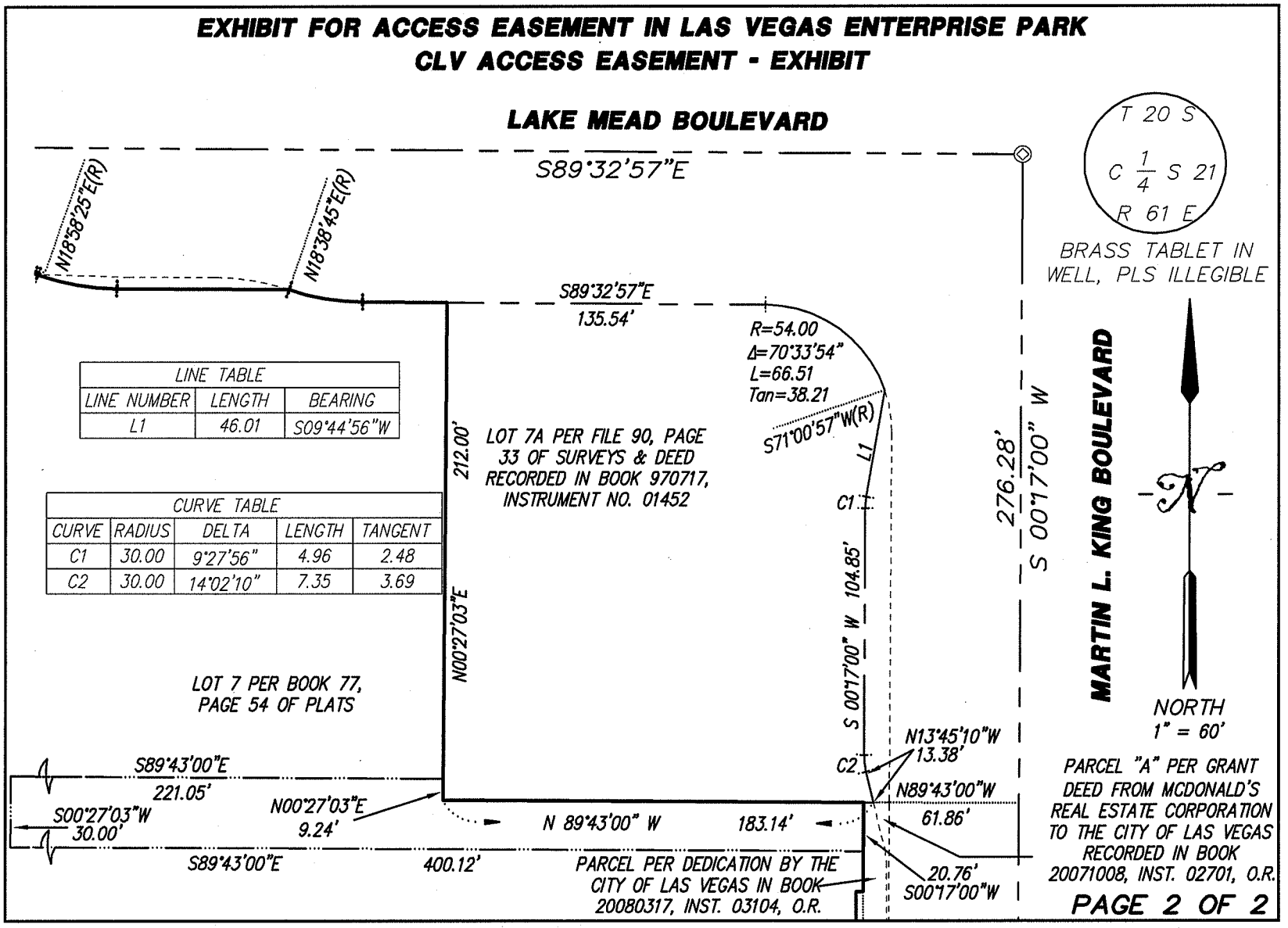


EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
CLV ACCESS EASEMENT - EXHIBIT



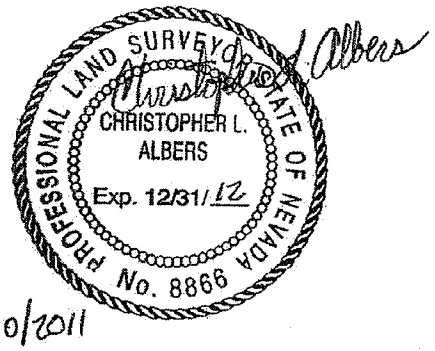
LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	46.01	S09°44'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00	9°27'56"	4.96	2.48
C2	30.00	14°02'10"	7.35	3.69

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\4 MCDONALDS ACCESS Legal Desc.docx
October 7, 2011

"MCDONALD'S" ACCESS EASEMENT AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE MCDONALD'S ACCESS EASEMENT, AN EASEMENT TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/10/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS, TO THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND AS DESCRIBED IN THE GRANT DEED BY THE MCDONALD'S REAL ESTATE COMPANY TO THE CITY OF LAS VEGAS

IN BOOK 20071008, INSTRUMENT NUMBER 003818, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO THE **POINT OF BEGNINING**;

THENCE, DEPARTING SAID PARCEL CONVEYED FROM MCDONALD'S REAL ESTATE CORPORATION TO THE CITY OF LAS VEGAS AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, NORTH 89°43'00" WEST, A DISTANCE OF 183.14 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00°27'03" EAST ALONG THE WESTERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, A DISTANCE OF 9.24 FEET;

THENCE, DEPARTING SAID WESTERLY LINE, SOUTH 89°43'00" EAST, A DISTANCE OF 180.80 FEET TO THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED TO THE CITY OF LAS VEGAS BY MCDONALD'S REAL ESTATE COMPANY;

THENCE SOUTH 13°45'10" EAST ALONG THE LAST MENTIONED LINE, A DISTANCE OF 9.52 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 1,681 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 7

North: 52339.15134230 East : 52617.67011415
Line Course: N 89-43-00 W Length: 183.14
North: 52340.05698414 East : 52434.53235340
Line Course: N 00-27-03 E Length: 9.24
North: 52349.29669810 East : 52434.60505783
Line Course: S 89-43-00 E Length: 180.80
North: 52348.40262775 East : 52615.40284720
Line Course: S 13-45-10 E Length: 9.52
North: 52339.15556096 East : 52617.66606520

Perimeter: 382.71 Area: 1,681 sq. ft. 0.0386 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00584731 Course: N 43-49-27 W
Error North: 0.004218654 East : -0.004048950
Precision 1: 65,448.90

EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK

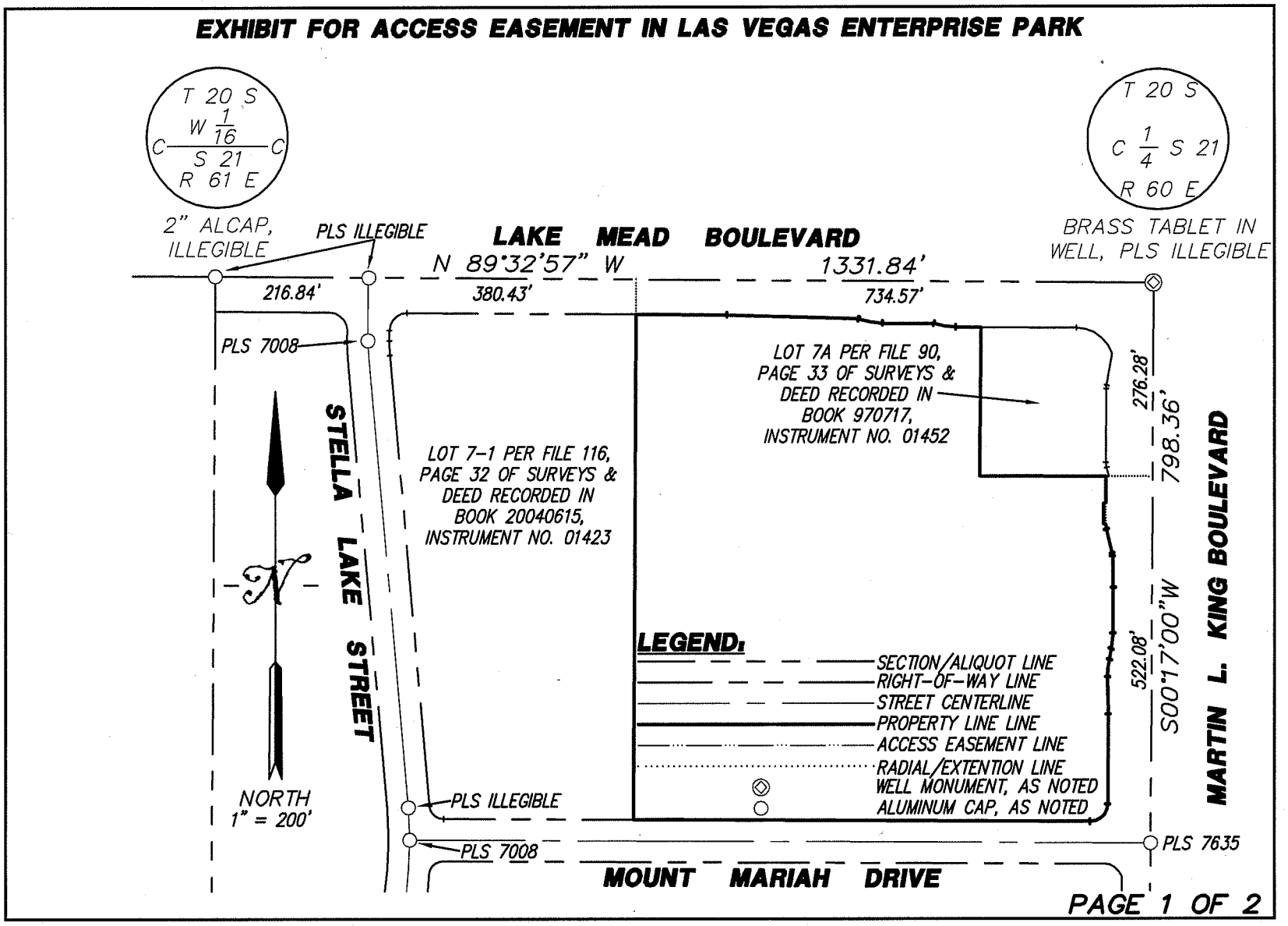
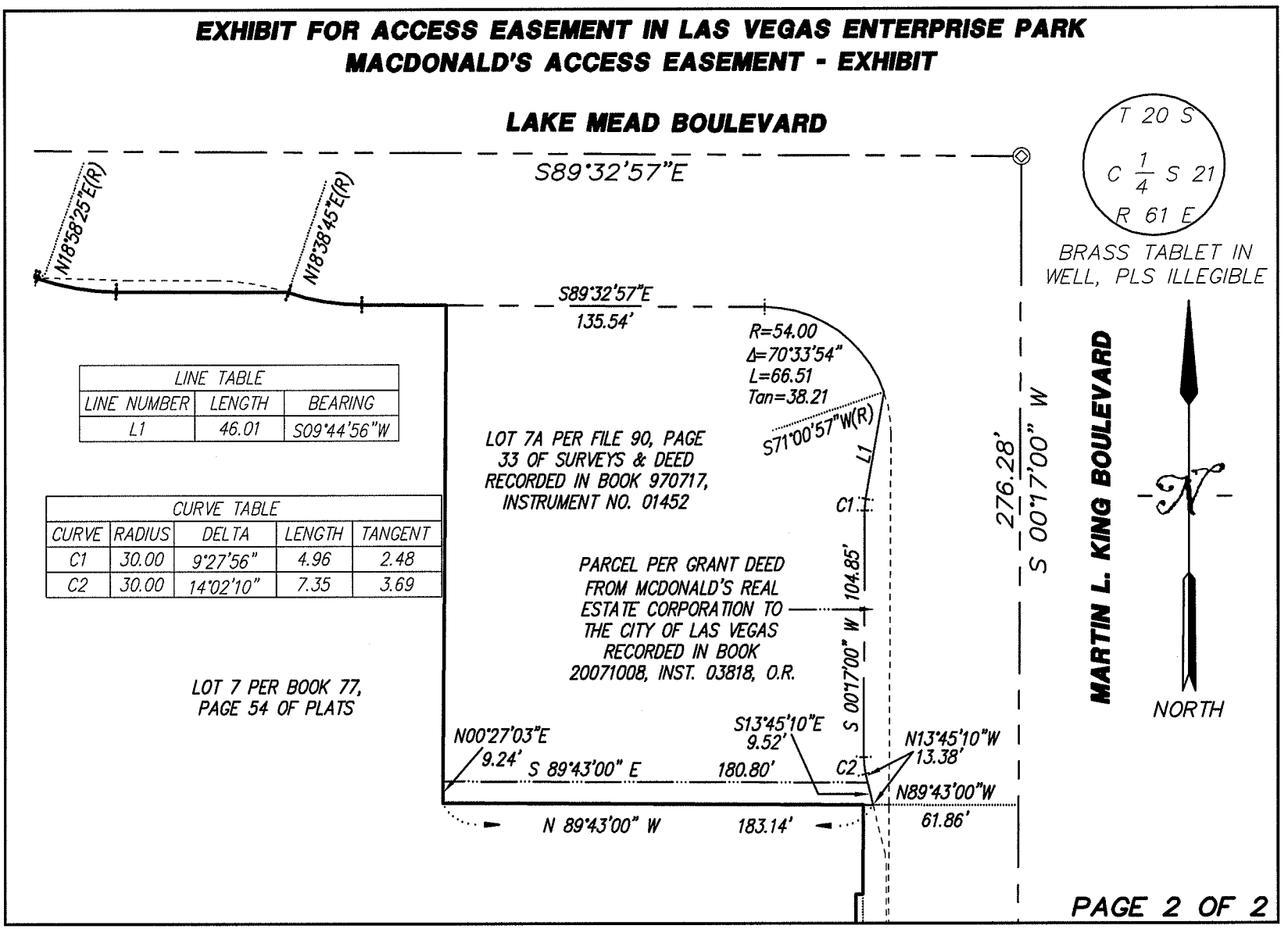


EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
MACDONALD'S ACCESS EASEMENT - EXHIBIT



LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	46.01	S09°44'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00	9°27'56"	4.96	2.48
C2	30.00	14°02'10"	7.35	3.69

EXHIBIT H
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

APN: 139-21-313-005 (portion of)
APN: 139-21-313-009 (portion of)

RECORDING REQUESTED BY:
City of Las Vegas, Nevada

AFTER RECORDATION, MAIL TO,
AND SEND TAX BILLS TO:
City of Las Vegas
Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Laurich Properties, Inc. does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, the real property in the City of Las Vegas, Nevada, described on the Attachment attached hereto.

DATED: _____.

LAURICH PROPERTIES, INC.

By:_____
HANK GORDON, Chairman

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2011, by Hank Gordon as Chairman.

_____
NOTARY PUBLIC

ATTACHMENT
TO
QUITCLAIM DEED

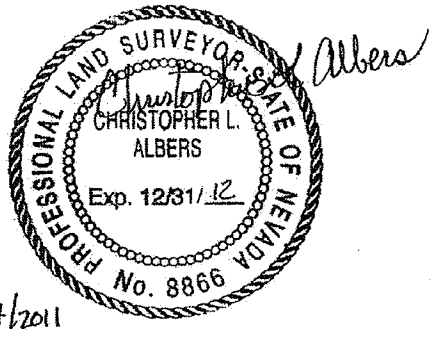
LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\1 DG Parcel Legal Desc.doc
October 6, 2011

"DG" PARCEL AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE "DOLLAR GENERAL PARCEL (DG)", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/7/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO STELLA LAKE PARTNERS BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20040615, INSTURMENT NUMBER 001423, CLARK COUNTY, NEVADA OFFICIAL RECORDS ALSO SHOWN AS LOT 7-1 BY MAP THEREOF RECORDED IN FILE 116, PAGE 32 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

THENCE THE NEXT TWO COURSES ALONG THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 129.57 FEET;

THENCE SOUTH 88°16'34" EAST, A DISTANCE OF 139.79 FEET;

THENCE DEPARTING SAID NORTHERLY LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 00°27'03" WEST, A DISTANCE OF 381.37 FEET;

THENCE NORTH 89°32' 57" WEST, A DISTANCE OF 268.20 FEET TO THE EASTERLY LINE OF SAID CONVEYED PARCEL;

THENCE NORTH 00°17'00" EAST, ALONG THE EASTERLY LINE OF SAID CONVEYED PARCEL, A DISTANCE OF 384.48 FEET TO THE **POINT OF BEGINING**.

CONTAINING 2.3673 ACRES MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 4 (DOLLAR GENERAL PARCEL)

North: 52570.90537127 East : 51945.95692047
Line Course: S 89-32-57 E Length: 129.57
North: 52569.88585688 East : 52075.52290941
Line Course: S 88-16-34 E Length: 139.79
North: 52565.68055462 East : 52215.24964104
Line Course: S 00-27-03 W Length: 381.37
North: 52184.32236057 East : 52212.24885223
Line Course: N 89-32-57 W Length: 268.20
North: 52186.43267748 East : 51944.05715482
Line Course: N 00-17-00 E Length: 384.48
North: 52570.90797645 East : 51945.95843894

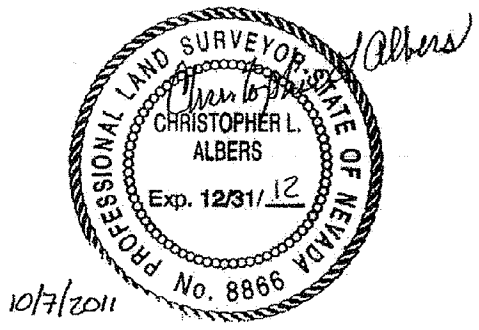
Perimeter: 1303.42 Area: 103,118 sq. ft. 2.3673 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00301541 Course: N 30-14-11 E
Error North: 0.002605178 East : 0.001518472
Precision 1: 432,249.68

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\2 PARCEL A Legal Desc.doc
October 6, 2011

PARCEL "A" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES PARCEL "A", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO STELLA LAKE PARTNERS BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20040615, INSTURMENT NUMBER 001423, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO SHOWN AS LOT 7-1 BY MAP THEREOF RECORDED IN FILE 116, PAGE 32 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

THENCE THE NEXT TWO COURSES ALONG SAID NORTH LINE OF THE AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 129.57 FEET;

THENCE SOUTH 88°16'34" EAST, A DISTANCE OF 139.79 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 88°16'34" EAST, A DISTANCE OF 46.66 FEET TO THE MOST WESTERLY CORNER OF "PARCEL C", DEDICATED BY THE CITY OF LAS VEGAS FOR PUBLIC USE FOR ROADWAY, STREET AND FOR PUBLIC UTILITY PURPOSES IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS, SAID

POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 00°48'42" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 18°09'43" EAST;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID DEDICATION THE NEXT THREE COURSES: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.35 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 18°31'22" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 18°58'25" WEST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 33.94 FEET;

THENCE SOUTH 89°32'57" EAST, A DISTANCE OF 72.74 FEET TO THE MOST EASTERLY POINT OF SAID PARCEL "C" DEDICATION, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 18°11'42" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 18°38'45" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 31.76 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD, SOUTH 89°32'57" EAST, A DISTANCE OF 35.80 FEET TO THE NORTHWEST CORNER OF THAT PARCEL CONVEYED TO MCDONALD'S CORPORATION, BY DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE SOUTH 00°27'03" WEST, ALONG THE EAST LINE OF SAID MCDONALD'S PARCEL, A DISTANCE OF 212.00 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 89°35'42" WEST, A DISTANCE OF 221.05 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 224.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 48,068 SQ. FT. MORE OR LESS

BASIS OF BEARINGS:

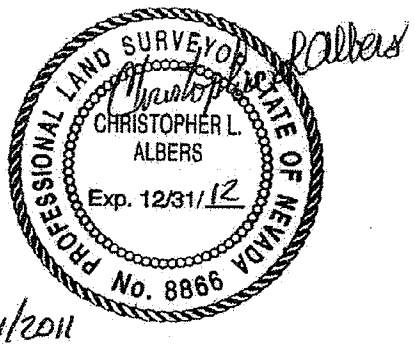
NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 5 (PARCEL "A")

```
   North: 52565.68059431      East : 52215.25095187
Line  Course: S 88-16-34 E  Length: 46.66
        North: 52564.27692163        East : 52261.88983375
Curve  Length: 1.35                Radius: 95.00
        Delta: 0-48-42            Tangent: 0.67
        Chord: 1.35                Course: S 71-25-56 E
    Course In: S 18-09-43 W     Course Out: N 18-58-25 E
    RP  North: 52474.00988878        East : 52232.27796484
    End North: 52563.84838898        East : 52263.16556561
Curve  Length: 33.94               Radius: 105.00
        Delta: 18-31-22           Tangent: 17.12
        Chord: 33.80               Course: S 80-17-16 E
    Course In: N 18-58-25 E     Course Out: S 00-27-03 W
    RP  North: 52663.14357342        East : 52297.30449276
    End North: 52558.14682387        East : 52296.47830606
Line  Course: S 89-32-57 E  Length: 72.74
        North: 52557.57447319        East : 52369.21605427
Curve  Length: 31.76               Radius: 100.00
        Delta: 18-11-42           Tangent: 16.01
        Chord: 31.62               Course: S 80-27-06 E
    Course In: N 18-38-45 E     Course Out: S 00-27-03 W
    RP  North: 52652.32576896        East : 52401.18779101
    End North: 52552.32886463        East : 52400.40094653
Line  Course: S 89-32-57 E  Length: 35.80
        North: 52552.04717430        East : 52436.19983828
Line  Course: S 00-27-03 W  Length: 212.00
        North: 52340.05373712        East : 52434.53172797
Line  Course: N 89-35-42 W  Length: 221.05
        North: 52341.61623449        East : 52213.48725031
Line  Course: N 00-27-03 E  Length: 224.07
        North: 52565.67929802        East : 52215.25033275

   Perimeter: 879.36   Area: 48,068 sq. ft. 1.1035 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00143654          Course: S 25-31-46 W
  Error North: -0.001296284          East : -0.000619116
Precision  1: 612,144.46
```

PARCEL "B" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES PARCEL "B", A NEW PARCEL TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/11/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS TO THE MOST WESTERLY CORNER OF "PARCEL A" AS DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID PROLONGATION OF MCDONALD'S SOUTH LINE, NORTH 89°43'00" WEST, A DISTANCE OF 4.13 FEET TO THE

NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003104, CLARK COUNTY, NEVADA OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 38.00 FEET ALONG THE WEST LINE OF THE LAST NAMED DEDICATION BY THE CITY OF LAS VEGAS TO THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA BY QUITCLAIM DEED RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003105;

THENCE DEPARTING SAID WEST LINE OF THE CITY OF LAS VEGAS DEDICATION AND ALONG THE NORTH, WEST AND SOUTH BOUNDARIES OF SAID CONVEYED PARCEL THE FOLLOWING THREE COURSES: NORTH 89°43'00" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'00" EAST, A DISTANCE OF 3.00 FEET TO SAID WEST LINE OF THE LAST NAMED DEDICATION BY THE CITY OF LAS VEGAS, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 14°07'56" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 89°43'00" WEST;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID DEDICATION BY THE CITY OF LAS VEGAS THE NEXT FIVE COURSES: SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 7.40 FEET;

THENCE SOUTH 13°50'56" EAST, A DISTANCE OF 34.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 12°51'24";

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 4.48 FEET;

THENCE SOUTH 00°59'32" EAST, A DISTANCE OF 44.46 FEET;

THENCE SOUTH 00°17'00" WEST, A DISTANCE OF 0.10 FOOT;

THENCE DEPARTING SAID LAST NAMED DEDICATED PARCEL, NORTH 89°32'57" WEST, A DISTANCE OF 411.51 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 157.31 FEET;

THENCE SOUTH 89°35'42" EAST, A DISTANCE OF 221.05 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED BY THE CITY OF LAS VEGAS TO MCDONALD'S CORPORATION;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL, SOUTH 89°43'00" EAST, A DISTANCE OF 179.01 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 63,663 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 6 (PARCEL "B")

```
   North: 52339.17176548      East : 52613.54016465
Line  Course: S 00-17-00 W  Length: 38.00
        North: 52301.17223011        East : 52613.35225164
Line  Course: N 89-43-00 W  Length: 3.00
        North: 52301.18706534        East : 52610.35228832
Line  Course: S 00-17-00 W  Length: 30.00
        North: 52271.18743215        East : 52610.20393593
Line  Course: S 89-43-00 E  Length: 3.00
        North: 52271.17259692        East : 52613.20389925
Curve  Length: 7.40                 Radius: 30.00
        Delta: 14-07-56             Tangent: 3.72
        Chord: 7.38                 Course: S 06-46-58 E
    Course In: S 89-43-00 E     Course Out: S 76-09-04 W
    RP  North: 52271.02424453        East : 52643.20353244
    End North: 52263.84338416        East : 52614.07562067
Line  Course: S 13-50-56 E  Length: 34.78
        North: 52230.07442511        East : 52622.40063146
Curve  Length: 4.49                 Radius: 20.00
        Delta: 12-51-24             Tangent: 2.25
        Chord: 4.48                 Course: S 07-25-14 E
    Course In: S 76-09-04 W     Course Out: N 89-00-28 E
    RP  North: 52225.28718486        East : 52602.98202361
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Line  Course: S 00-59-32 E  Length: 44.46
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Line  Course: S 00-17-00 W  Length: 0.10
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Line  Course: N 89-32-57 W  Length: 411.51
        North: 52184.31812996        East : 52212.25116875
Line  Course: N 00-27-03 E  Length: 157.31
        North: 52341.62326016        East : 52213.48895381
Line  Course: S 89-35-42 E  Length: 221.05
        North: 52340.06076280        East : 52434.53343146
Line  Course: S 89-43-00 E  Length: 179.01
        North: 52339.17554414        East : 52613.54124271

   Perimeter: 1134.10   Area: 63,663 sq. ft. 1.4615 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00392943          Course: N 15-55-25 E
  Error North: 0.003778656          East : 0.001078059
Precision  1: 288,619.47
```
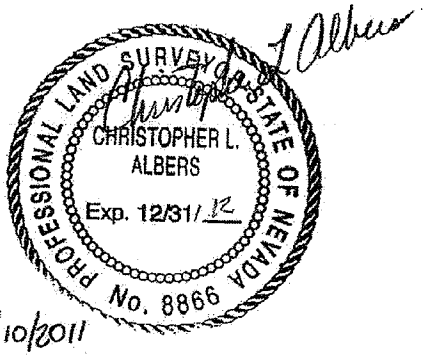

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\5 CLV ACCESS Legal Desc.docx
October 7, 2011

"CLV" ACCESS EASEMENT AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE CITY OF LAS VEGAS (CLV) ACCESS EASEMENT, AN EASEMENT TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/10/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS, TO THE MOST WESTERLY CORNER OF "PARCEL A" AS DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE CONTINUING NORTH 89°43'00" WEST, A DISTANCE OF 4.13 FEET ALONG THE SOUTH LINE OF SAID MCDONALD'S CORPORATION PARCEL AND THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEDICATION BY THE CITY OF LAS VEGAS IN THE DOCUMENT RECORDED IN BOOK 20080317, INSTRUMENT NUMBER 003104, CLARK COUNTY, NEVADA OFFICIAL RECORDS TO THE NORTHWESTERLY CORNER THEREOF, ALSO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'00" WEST ALONG THE WESTERLY LINE OF SAID DEDICATED PARCEL OF LAND, A DISTANCE OF 20.76 FEET;

THENCE NORTH 89°43'00" WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 400.12 FEET;

THENCE NORTH 00°27'03" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'00" EAST, A DISTANCE OF 221.05 FEET TO THE WESTERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL;

THENCE SOUTH 00°27'03" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 9.24 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 89°43'00" EAST ALONG THE SOUTHERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, A DISTANCE OF 179.01 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 10,348 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 8

North: 52339.17176548 East : 52613.54016465
Line Course: S 00-17-00 W Length: 20.76
North: 52318.41201931 East : 52613.43750480
Line Course: N 89-43-00 W Length: 400.12
North: 52320.39064448 East : 52213.32239706
Line Course: N 00-27-03 E Length: 30.00
North: 52350.38971578 East : 52213.55845041
Line Course: S 89-43-00 E Length: 221.05
North: 52349.29660598 East : 52434.60574763
Line Course: S 00-27-03 W Length: 9.24
North: 52340.05689202 East : 52434.53304320
Line Course: S 89-43-00 E Length: 179.01
North: 52339.17167336 East : 52613.54085445

Perimeter: 860.18 Area: 10,348 sq. ft. 0.2376 acres

Mapcheck closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00069592 Course: S 82-23-35 E
Error North: -0.000092124 East : 0.000689801
Precision 1: 1,236,032.88

EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK

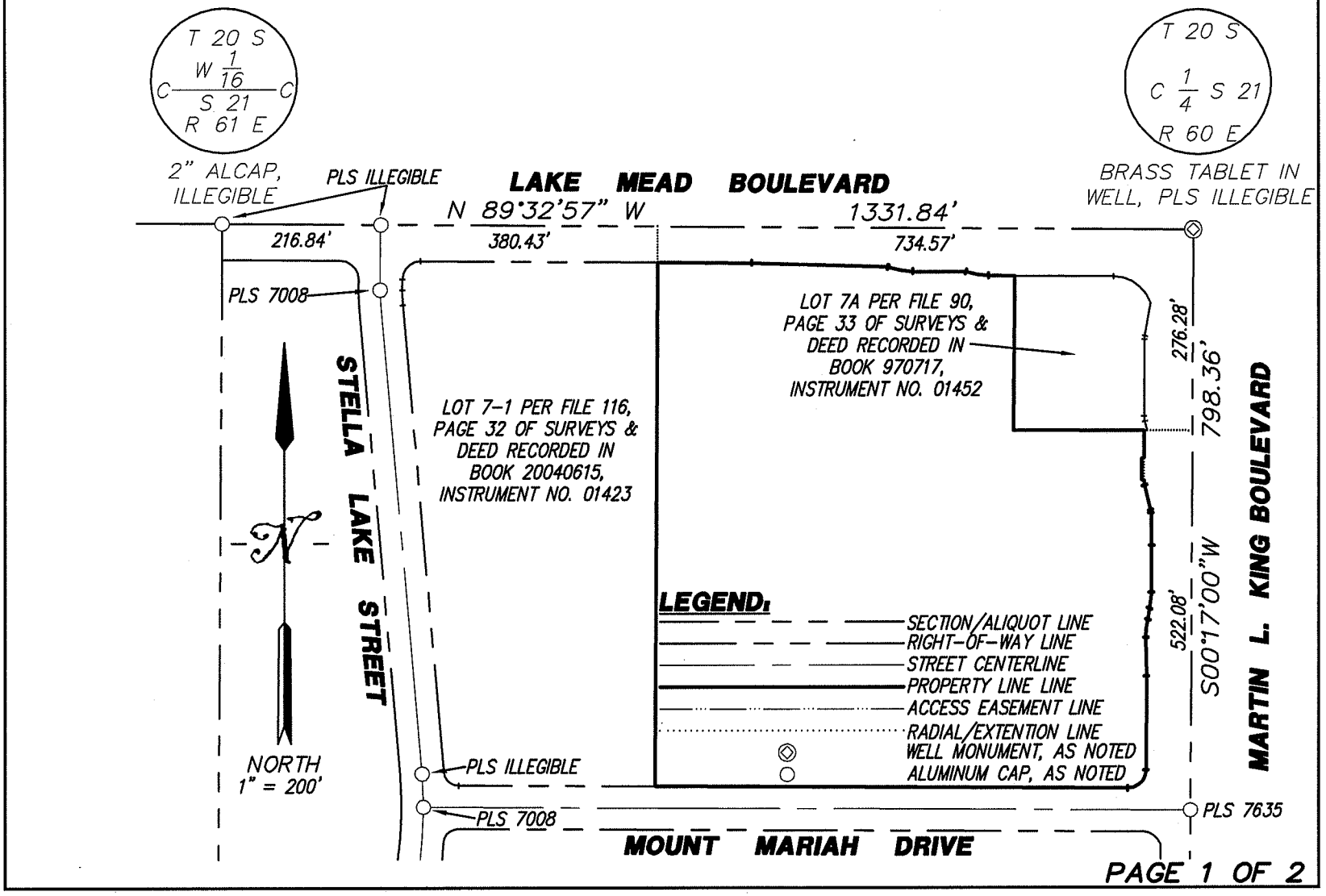
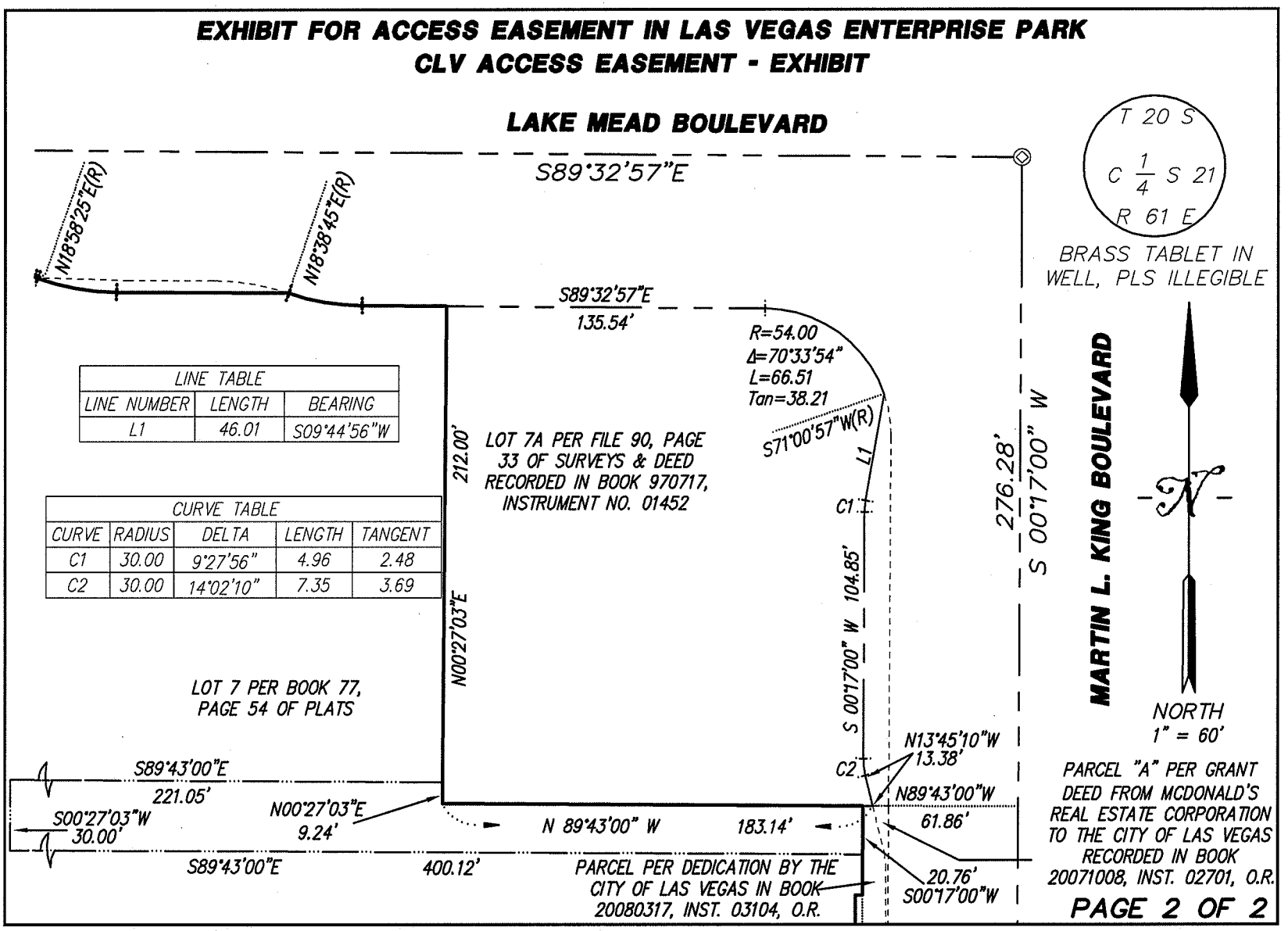


EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
CLV ACCESS EASEMENT - EXHIBIT



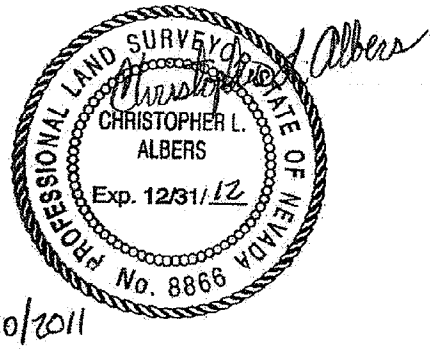
LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	46.01	S09°44'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00	9°27'56"	4.96	2.48
C2	30.00	14°02'10"	7.35	3.69

C:\True Position\Projects\2011\DG MLK & Lake Mead\Legal Descriptions\4 MCDONALDS ACCESS Legal Desc.docx
October 7, 2011

"MCDONALD'S" ACCESS EASEMENT AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES THE MCDONALD'S ACCESS EASEMENT, AN EASEMENT TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



10/10/2011

LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY SAID COMMERCIAL SUBDIVISION MAP;

THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21 AND THE CENTERLINE OF MARTIN L. KING BOULEVARD, A DISTANCE OF 276.28 FEET;

THENCE, DEPARTING SAID EAST LINE AND SAID CENTERLINE, NORTH 89°43'00" WEST, A DISTANCE OF 61.86 FEET ALONG A PROLONGATION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY THE CITY OF LAS VEGAS TO THE MCDONALD'S CORPORATION BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 970717, INSTRUMENT NUMBER 001452, CLARK COUNTY, NEVADA OFFICIAL RECORDS, TO THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND AS DESCRIBED IN THE GRANT DEED BY THE MCDONALD'S REAL ESTATE COMPANY TO THE CITY OF LAS VEGAS

IN BOOK 20071008, INSTRUMENT NUMBER 003818, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO THE **POINT OF BEGNINING**;

THENCE, DEPARTING SAID PARCEL CONVEYED FROM MCDONALD'S REAL ESTATE CORPORATION TO THE CITY OF LAS VEGAS AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, NORTH 89°43'00" WEST, A DISTANCE OF 183.14 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00°27'03" EAST ALONG THE WESTERLY LINE OF SAID MCDONALD'S CORPORATION PARCEL, A DISTANCE OF 9.24 FEET;

THENCE, DEPARTING SAID WESTERLY LINE, SOUTH 89°43'00" EAST, A DISTANCE OF 180.80 FEET TO THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED TO THE CITY OF LAS VEGAS BY MCDONALD'S REAL ESTATE COMPANY;

THENCE SOUTH 13°45'10" EAST ALONG THE LAST MENTIONED LINE, A DISTANCE OF 9.52 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 1,681 SQ.FT. MORE OR LESS

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AS SHOWN BY THE MAP RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Parcel name: 7

North: 52339.15134230 East : 52617.67011415
Line Course: N 89-43-00 W Length: 183.14
North: 52340.05698414 East : 52434.53235340
Line Course: N 00-27-03 E Length: 9.24
North: 52349.29669810 East : 52434.60505783
Line Course: S 89-43-00 E Length: 180.80
North: 52348.40262775 East : 52615.40284720
Line Course: S 13-45-10 E Length: 9.52
North: 52339.15556096 East : 52617.66606520

Perimeter: 382.71 Area: 1,681 sq. ft. 0.0386 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00584731 Course: N 43-49-27 W
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Precision 1: 65,448.90

EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK

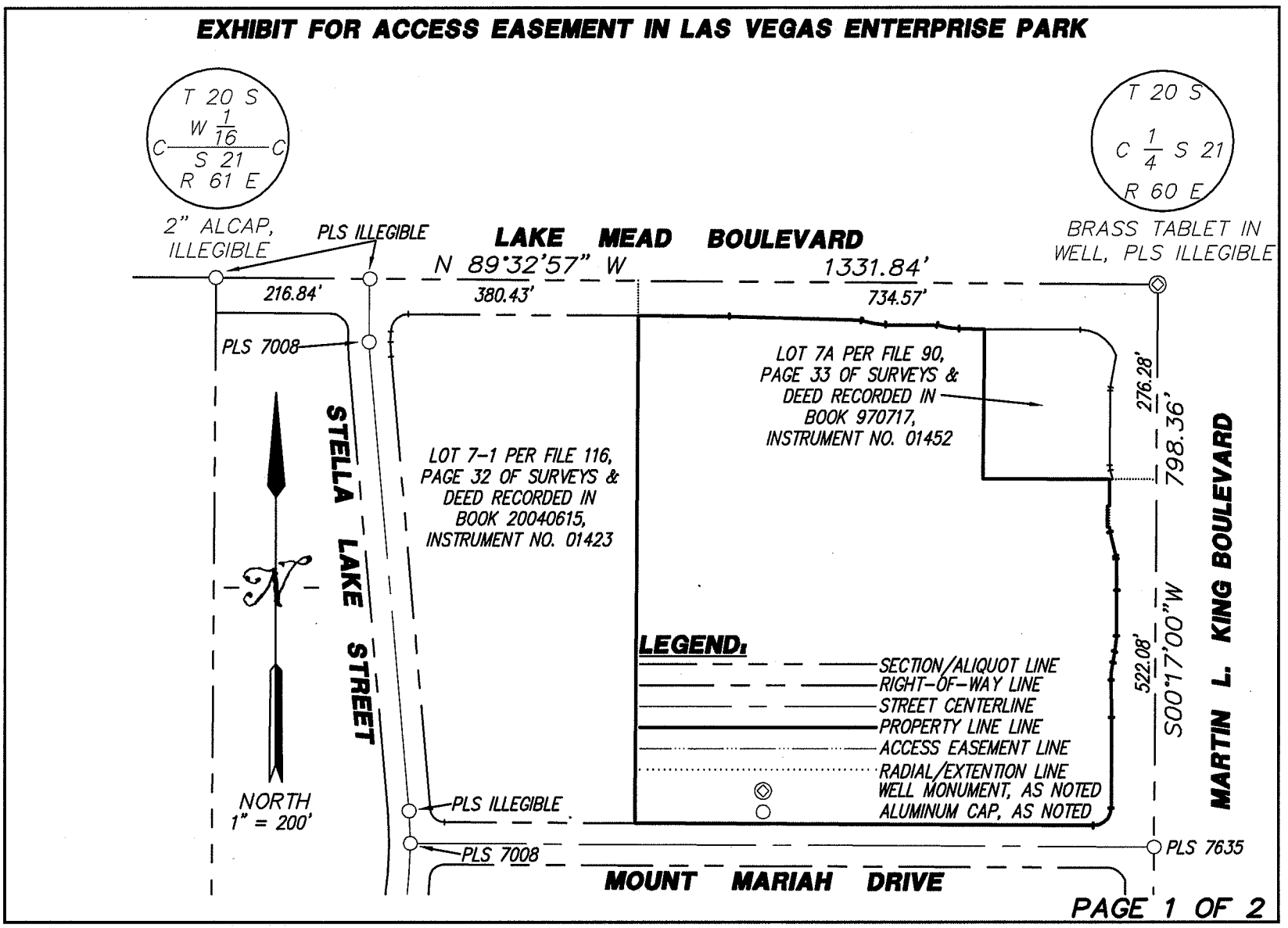
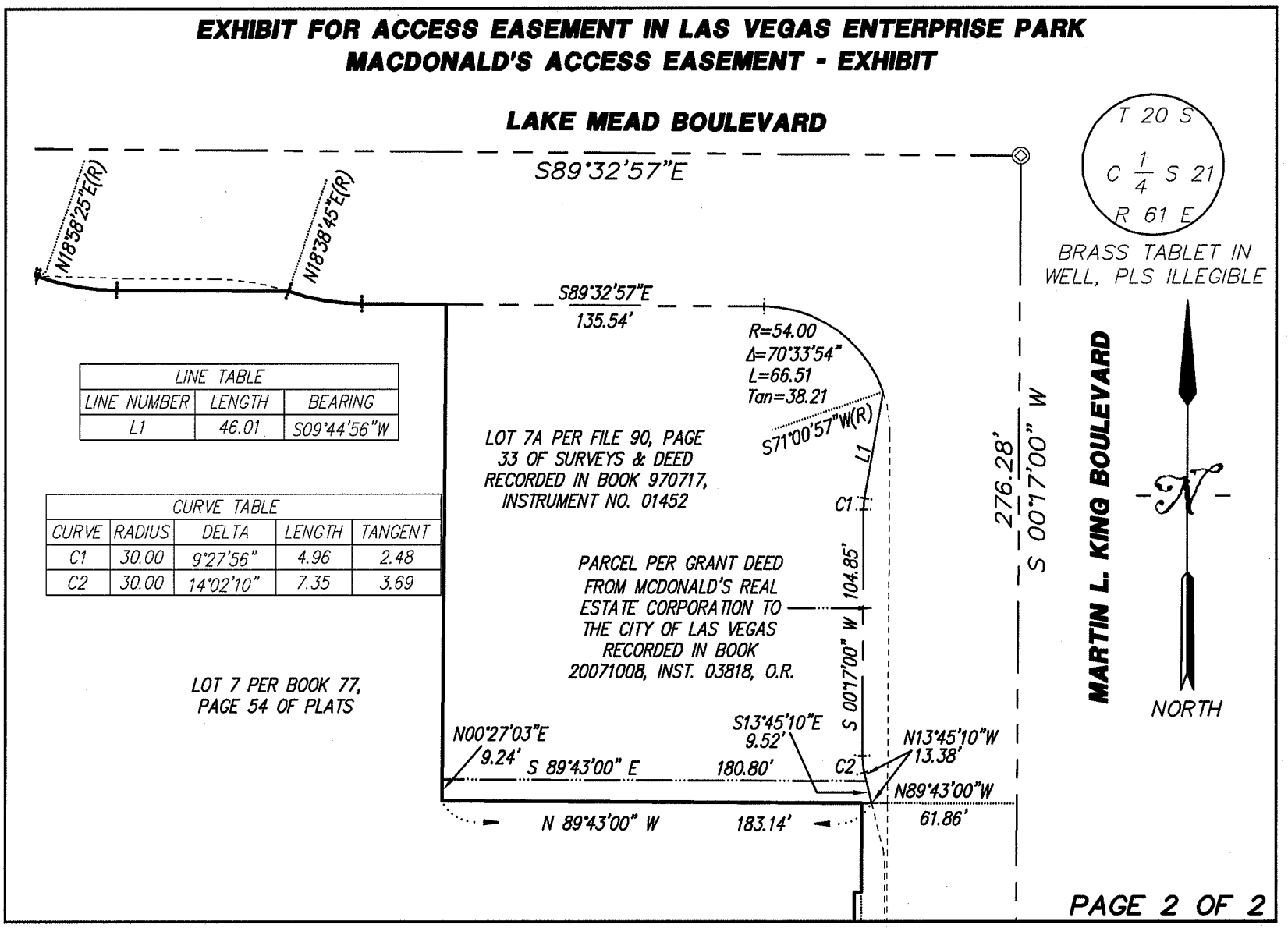


EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
MACDONALD'S ACCESS EASEMENT - EXHIBIT



LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	46.01	S09°44'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00	9°27'56"	4.96	2.48
C2	30.00	14°02'10"	7.35	3.69

EXHIBIT I
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

IRREVOCABLE ESCROW INSTRUCTIONS

_____, 2011

First American Title Insurance Company
2490 Paseo Verde Parkway, Suite 100
Henderson, Nevada 89074

Re: Escrow No. 423423-A
First American Title Insurance Company

Dear Sir or Madam:

Laurich Properties, Inc. (Developer"), one of the undersigned, has entered into that certain Disposition and Development Agreement with and effective date of November 2, 2011, ("Agreement"), with the City of Las Vegas ("City"), the other party to these instructions, providing for conveyance of a certain parcel of real property ("Site").

The Site is the subject of this escrow, these Irrevocable Escrow Instructions, and is described in the accompanying Quitclaim Deed ("Quitclaim Deed").

Section 12 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions for the purpose of instructing you as to the disposition of the Quitclaim Deed.

In the event that you receive from the City a notice certifying that a copy of it said notice has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City's remedy in Section 13 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of twenty (20) days after receipt of said notice record the Quitclaim Deed, provided, however, prior to recording the Quitclaim Deed you shall confirm that the developer has received from the City the consideration required pursuant to the Agreement.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed

the construction as provided in the Agreement, you shall at the end of twenty (20) after receipt of said notice return the Quitclaim Deed to the Developer, unless during the twenty (20) day period, the City objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the City's right to cause the Quitclaim Deed to be recorded has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, the Developer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the Site to the City and is not intended to terminate a security interest in the Site or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

Approved as to form:

_____
Date

Attest: _____
Beverly K. Bridges, MMC City Clerk

LAURICH PROPERTIES, INC.

By: _____
HANK GORDON, Chairman

_____, on behalf of First American Title Insurance Company, hereby accepts and agrees to carry out these escrow instructions.

First American Title Insurance Company:

By:_____

Print Name: _____

EXHIBIT J
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

MCDONALD'S EASEMENT LOCATION PAD A
Area to be further defined with user of Pad A

EXHIBIT J FOLLOWS

EXHIBIT J

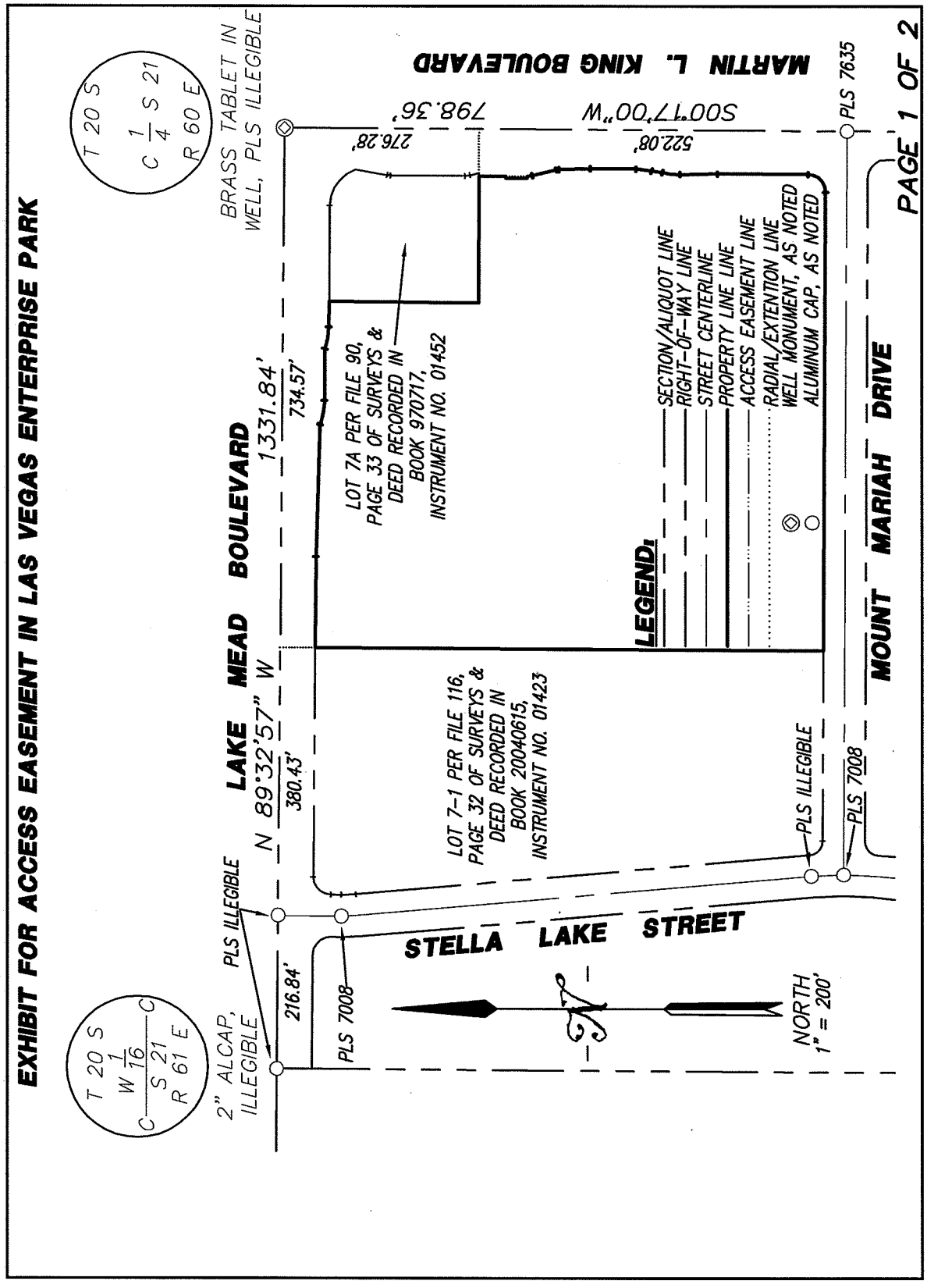
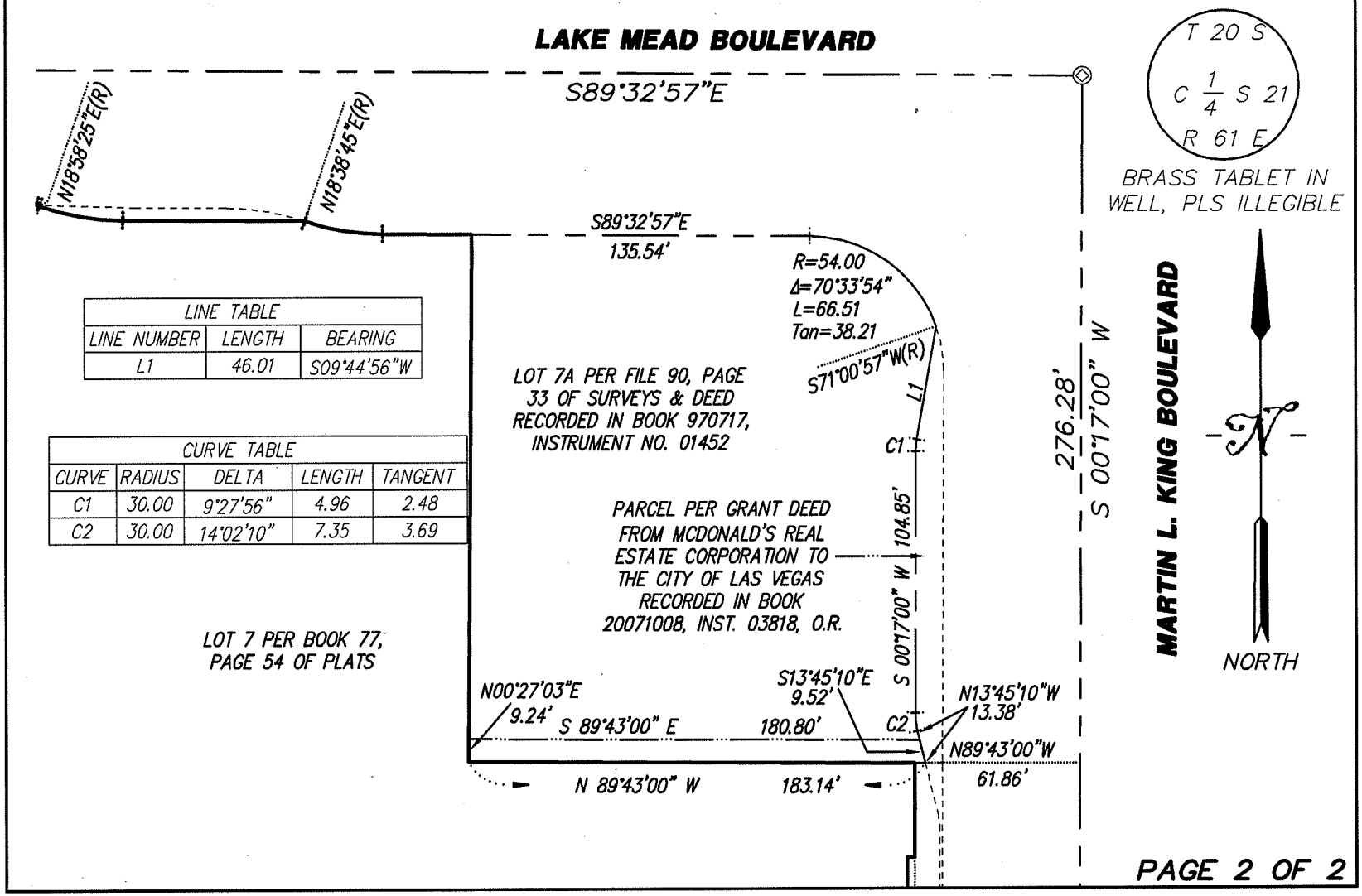


EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
PAGE 1 OF 2
T 20 S
C 1/4 S 21
R 60 E
BRASS TABLET IN
WELL, PLS ILLEGIBLE
MARTIN L. KING BOULEVARD
S00°17'00"W
798.36'
276.28'
522.08'
PLS 7635
LAKE MEAD BOULEVARD
N 89°32'57" W
1331.84'
734.57'
380.43'
LOT 7A PER FILE 90,
PAGE 33 OF SURVEYS &
DEED RECORDED IN
BOOK 970717,
INSTRUMENT NO. 01452
LOT 7-1 PER FILE 116,
PAGE 32 OF SURVEYS &
DEED RECORDED IN
BOOK 20040615,
INSTRUMENT NO. 01423
LEGEND:
SECTION/ALIQUOT LINE
RIGHT-OF-WAY LINE
STREET CENTERLINE
PROPERTY LINE LINE
ACCESS EASEMENT LINE
RADIAL/EXTENTION LINE
WELL MONUMENT, AS NOTED
ALUMINUM CAP, AS NOTED
PLS ILLEGIBLE
PLS 7008
MOUNT MARIAH DRIVE
STELLA LAKE STREET
T 20 S
W 1/16
S 21
R 61 E
2" ALCAP,
ILLEGIBLE
PLS ILLEGIBLE
216.84'
PLS 7008
NORTH
1" = 200'

EXHIBIT FOR ACCESS EASEMENT IN LAS VEGAS ENTERPRISE PARK
MACDONALD'S ACCESS EASEMENT - EXHIBIT



LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	46.01	S09°44'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00	9°27'56"	4.96	2.48
C2	30.00	14°02'10"	7.35	3.69

EXHIBIT J

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
Discussion for possible action regarding a Second Amendment To Third Amended And Restated Agreement To Design, Construct And Lease A Performing Arts Center by and among The Smith Center for the Performing Arts, a Nevada nonprofit corporation, City Parkway V, Inc., a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the state of Nevada, for Parcel H/I located at 360 Promenade Place in Symphony Park ($3,500,000 - Smith Center for the Performing Arts Outside Contingency Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,500,000
Funding Source: Smith Center for the Performing Arts Outside Contingency
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
1) That $500 thousand dollars of Rental Car Contingency will be paid to The Smith Center for the Performing Arts (PAC) to fund the purchase of select furniture, fixtures and equipment; 2) That $1.5 million dollars will be withdrawn from the City Contingency Amount and returned to the Redevelopment Agency; 3) That $1 million dollars will be withdrawn from the Rental Car Contingency to be distributed to PAC; 4) That $500 thousand dollars will be withdrawn from the PAC Contingency Amount for the construction of the Lied Children's Museum garage; 5) The Smith Center will be responsible for constructing and maintaining the sidewalk (APN 139-33-610-026).

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Second Amendment To Third Amended And Restated Agreement to Design, Construct And Lease A Performing Arts Center
2. Furniture, Fixtures and Equipment Purchase
3. Disclosure of Principals

SECOND AMENDMENT TO THIRD AMENDED AND RESTATED AGREEMENT TO DESIGN, CONSTRUCT AND LEASE A PERFORMING ARTS CENTER

This Second Amendment To Third Amended And Restated Agreement To Design, Construct And Lease A Performing Arts Center ("Second Amendment") is made as of the ___ day of _____, 2011 (the "Second Amendment Execution Date"), by and among The Smith Center for the Performing Arts, a Nevada nonprofit corporation (formerly known as the Las Vegas Performing Arts Center Foundation) ("PAC"), City Parkway V, Inc. ("CP"), a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("City" and, together with CP, the "City Parties") (the City Parties and PAC are individually and collectively herein referred as the "Party(ies)".

RECITALS

WHEREAS, the Parties entered into that certain Third Amended And Restated Agreement To Design, Construct And Lease A Performing Arts Center ("Original Agreement") dated December 1, 2009 as amended on December 1, 2010 ("First Amendment") (collectively, the "Existing Agreement" and "First Amendment" are referred to herein as "Existing Agreement"); and

WHEREAS, the Parties desire to amend the Existing Agreement on the term and conditions set forth herein as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Existing Agreement as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Effect of Amendment; Definitions. The Parties hereby agree that this Second Amendment shall amend the Existing Agreement. Except as otherwise provided in this Second Amendment, the Existing Amended Agreement is unmodified and remains in full force and effect. In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Second Amendment and the terms and conditions of the Existing Agreement, the terms and conditions of this Second Amendment shall govern and control. All capitalized terms used herein without definition shall have the meanings given such terns in the Existing Agreement. The Parties hereby agree that any relevant provisions of this Second Amendment will be incorporated into the LOA prior to execution of the LOA. Unless otherwise defined herein, the capitalized terms used herein shall have meaning ascribed in this Section 1.1:

"Symphony Park Pedestrian Bridge" means the structure and related appurtenances, including elevator facilities, that connects the New City Hall Parking Garage to Symphony Park by crossing over the Union Pacific Railroad right-of-way.

"FFE" means the furniture, fixtures and equipment purchased by PAC to operate the Primary Theater Project.

ARTICLE 2
GENERAL INTENT

Section 2.1 General. The Parties agree that the overall purpose of this Second Amendment is to govern the expenditure and allocation of the PAC Contingency Amount, to determine how unanticipated Primary Theater Project costs are funded and to detail parking obligations related to construction issues.

ARTICLE 3
FUNDING

Section 3.1 Construction Contingency Fund Expenditure. The Parties hereby agree to withdraw Five Hundred Thousand Dollars ($500,000) from the City Contingency Amount to be distributed to City ("City Distribution"). Due to the under run of the expenditure of the Construction Contingency Fund for the Primary Theater Project, the City, through its Redevelopment Agency, agrees to allocate the City Distribution to the PAC to fund the purchase of FFE. The Parties hereby agree to execute a separate agreement related to the allocation of the City Distribution and the purchase of FFE. The City acknowledges that the City Distribution is not to be reimbursed with Excess Fees as a City Contingency Amount expenditure pursuant to Section 6.3 Compliance with Budget Law and Excess Fees in the *Lease and Operating Agreement.*

Section 3.2 Construction Contingency Fund Distribution. The Parties hereby agree to withdraw an additional One Million Five Hundred Thousand Dollars ($1,500,000) of the remaining Four Million Five Hundred Thousand Dollars ($4,500,000) (after the withdrawal of the City Distribution) in the City Contingency Amount to be distributed to City.

The Parties also hereby agree to withdraw On Million Dollars ($1,000,000) of the Rental Car Contingency in the Construction Contingency Fund to be distributed to the PAC. In addition, the Parties agree to withdraw Five Hundred Thousand Dollars ($500,000) of the Rental Car Contingency in the Construction Contingency Fund to be distributed to the PAC for the construction of the Museum Garage to provide additional parking for the Primary Theater Project.

Section 3.3 Remaining Construction Contingency Fund. Expenditures of the remaining Construction Contingency Fund for additional Project Costs shall be disbursed in the following order: (i) PAC Contingency Amount; (ii) Rental Car Contingency Amount until such funds are exhausted; (iii) City Contingency Amount.

Upon (a) Final Completion, (b) joint execution by the Parties of the LOA and (c) City's payment of all remaining Project Costs, the then remaining Construction Contingency Fund shall be distributed to the Parties consistent with the intent of the DDA.

Section 3.4 GCGMP Trailers. The Parties hereby agree that any Project Costs or other costs incurred by the GCGMP associated with the extended placement of construction trailers on Symphony Park Parcel M4 due to the construction of the Museum Project shall be paid for solely by the PAC. The not to exceed amount shall be Eighty Four Thousand Seven Hundred Eighty Dollars ($84,780). The Construction Contingency Fund shall not be used to pay for any costs related to the extended placement of the construction trailers on Parcel M4.

Section 3.5 Pledged Rental Car Fee Shortfall. The Parties hereby agree that in the event that at any time the Pledged Rental Car Fees are inadequate to make required Bond payments, and the City pays the Bond shortfall with City general fund revenue or other source(s), that thereafter any future Pledged Rental Car Fees that are in excess of the amount needed to pay future Bond payments shall first be paid to the City to reimburse the City for the aforementioned Bond payment shortfall.

Section 3.6 Previous Construction Expenditures. The Parties hereby agree that the following costs are valid Primary Theater Project costs funded by the Rental Car Contingency Amount: 1) Nevada Energy charges related to the Nevada Energy Line Extension Agreement to supply power for the Primary Theater Project for Two Hundred Sixty Seven Thousand Three Hundred Fifty Six Dollars ($267,356); and 2) extension of Builder's Risk Insurance through February 28, 2012 at a cost of Twenty Two Thousand and Thirty Dollars ($22,030) are valid and reimbursable Project Costs.

Section 3.7 Bonds Issuance Cost. The Parties hereby acknowledge that the cost of issuance of the Bonds of Three Hundred Ninety One Thousand Four Hundred Forty Seven Dollars ($391,447) is a valid Primary Theater Project cost funded with interest earnings from the Bonds.

Section 3.8 Excess Fees. The Parties hereby agree that the City shall be permitted to annually reserve Excess Fees to pay the anticipated subsequent annual debt service for the Bonds. Any Excess Fees remaining after the requirements herein and in Section 6.3 Compliance with Budget Law and Excess Fees in the *Lease and Operating Agreement* are satisfied, City will pay PAC any excess Fees on an annual basis.

ARTICLE 4
PARKING

Section 4.1 Temporary Parking Due to Construction Trailers. The Parties hereby agree that through October 31, 2012, Seventy (70) parking spaces in the Museum Parking Garage shall compensate for seventy (70) parking spaces that are unavailable due to construction trailer staging on Symphony Park Parcel M4.

Section 4.2 Temporary Parking Due to Delayed Completion of Symphony Park Pedestrian Bridge. The Parties hereby agree in the event the Symphony Park Pedestrian Bridge is not complete for the opening of the Primary Theater Project, One-Hundred Thirty (130) additional parking spaces in the Museum Parking Garage shall be credited towards the City Parking obligation until the completion of the Symphony Park Pedestrian Bridge, but no later than October 31, 2012.

ARTICLE 5
PRIMARY THEATER PROJECT CONSTRUCTION

Section 5.1 Sidewalks. The Parties hereby agree that Section 7.1(a) of the Original Agreement shall be amended to remove "sidewalk" from the listing of City Work to be installed on the Primary Theater Project.

Section5.2 Sidewalk Funding. The Parties hereby agree that Section 7.1(a) of the Original Agreement shall be amended to include the following:

PAC is solely responsible for the cost and installation of the private sidewalks in and around the Campus Site. Funds to pay for the cost of installing the private sidewalks in and around the Campus Site must come solely from PAC's fund raising efforts. The Construction Fund or the Construction Contingency Fund shall not be used to fund the private sidewalks in and around the Campus Site.

ARTICLE 6
MISCELLANEOUS

Article 6.1 Notice. The following change of address is hereby noted for future communications between the Parties:

The Smith Center for the Performing Arts
241 W. Charleston Blvd. Ste. 111
Las Vegas, NV 89102

Article 6.2 Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

Article 6.3 Governing Law. The law of the State of Nevada shall govern the validity, construction, performance and effect of this Second Amendment, without giving effect to its conflict of law provisions.

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

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 10/18/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Signatures Continued on Next Page

CITY PARKWAY V, INC.

By:_____
Elizabeth N. Fretwell, President

Attest:

By: _____

THE SMITH CENTER FOR THE PERFORMING ARTS

By:_____
Myron G. Martin
President and Chief Executive Officer

J.R. Clancy, Incorporated
7041 Interstate Island Road
Syracuse, New York USA 13209-9713
(315) 451-3440 FAX (315) 451-1766

Design, Manufacture and Installation of Theatrical Equipment Worldwide

INVOICE: 021711

JOB: The Smith Center for the Performing Arts

INVOICE

SOLD TO:

LV Performing Arts Center Foundation
C/O Whiting-Turner
474 S. Grand Central Parkway
Las Vegas, NV 89106

SHIPPED TO:

INVOICE DATE	SALES ORDER	PROJECT MANAGER	CUSTOMER P.O.#	CUSTOMER NUMBER	TERMS	SHIPPED VIA
02/17/11	46949	Mike Murphy		50-73	Net 30	Contract

PRODUCT CODE	ITEM DESCRIPTION	ORDERED	SHIPPED	U/M	UNIT PRICE	AMOUNT
	Stage Rigging Hardware (JRC PO 710)	1	1	LOT	15,813.00	15,813.00
	Cable Reels (JRC PO 710)	1	1	LOT	103,737.00	103,737.00

WARNING – Failure to properly install equipment manufactured or supplied by J.R. Clancy, Inc. may result in serious injury or cause damage to property. Unauthorized modifications may be unsafe and will void the equipment guarantee. Call Clancy at (315) 451-3440 with any questions regarding installation, operation and maintenance of equipment.

TOTAL
$119,550.00

J.R. Clancy, Incorporated
7041 Interstate Island Road
Syracuse, New York USA 13209-9713
(315) 451-3440 FAX (315) 451-1766

Design, Manufacture and Installation of Theatrical Equipment Worldwide

INVOICE: 092310

JOB: The Smith Center for the Performing Arts

INVOICE

SOLD TO:

Las Vegas Performing Arts Center Foundation
c/o Whiting-Turner
474 S. Grand Central Parkway
Las Vegas, NV 89106

SHIPPED TO:

INVOICE DATE	SALES ORDER	PROJECT MANAGER	CUSTOMER P.O.#	CUSTOMER NUMBER	TERMS	SHIPPED VIA
09/23/10	46949	Mike Murphy		50-73	Net 30	Contract

PRODUCT CODE	ITEM DESCRIPTION	ORDERED	SHIPPED	U/M	UNIT PRICE	AMOUNT
	Stage Rigging Hardware (11010) (JRC PO 710)	1	1	LOT	142,321.00	142,321.00
	Concert Ceiling Rigging Materials (JRC PO 710)	1	1	LOT	183,600.00	183,600.00

WARNING – Failure to properly install equipment manufactured or supplied by J.R. Clancy, Inc. may result in serious injury or cause damage to property. Unauthorized modifications may be unsafe and will void the equipment guarantee. Call Clancy at (315) 451-3440 with any questions regarding installation, operation and maintenance of equipment.

TOTAL
$325,921.00

J.R. Clancy, Incorporated
7041 Interstate Island Road
Syracuse, New York USA 13209-9713
(315) 451-3440 FAX (315) 451-1766

Design, Manufacture and Installation of Theatrical Equipment Worldwide

INVOICE: 102010

JOB: The Smith Center for the Performing Arts

INVOICE

SOLD TO:

Las Vegas Performing Arts Center Foundation
c/o Whiting-Turner
474 S. Grand Central Parkway
Las Vegas, NV 89106

SHIPPED TO:

INVOICE DATE	SALES ORDER	PROJECT MANAGER	CUSTOMER P.O.#	CUSTOMER NUMBER	TERMS	SHIPPED VIA
10/20/10	46949	Mike Murphy		50-73	Net 30	Contract

PRODUCT CODE	ITEM DESCRIPTION	ORDERED	SHIPPED	U/M	UNIT PRICE	AMOUNT
	Forestage Hoist Rigging Materials (JRC PO 710)	1	1	LOT	18,503.00	18,503.00
	Concert Ceiling Rigging Materials (JRC PO 710)	1	1	LOT	86,400.00	86,400.00
	Cabaret Speaker cluster Rigging Materials (JRC PO 710)	1	1	LOT	13,300.00	13,300.00

WARNING – Failure to properly install equipment manufactured or supplied by J.R. Clancy, Inc. may result in serious injury or cause damage to property. Unauthorized modifications may be unsafe and will void the equipment guarantee. Call Clancy at (315) 451-3440 with any questions regarding installation, operation and maintenance of equipment.

TOTAL
$118,203.00

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

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

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

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding a one year review of a Temporary Tavern Limited License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting. The current conditions on the license are as follows:

1. The license is approved only for the service to patrons 21 and over.
2. Any temporary events that would allow patrons under the age of 21 must be approved by Business Services.
3. The licensee is required to notify Business Services in writing within 48 hours of any incidents where Metro is required to respond.
4. Pending final City Council review.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - 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. This item was held in Abeyance from the October 19, 2011 City Council Meeting.

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
3. Board Interest Form for Beverly S. Mathis

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.

10/14/2011 FRI 08:19 [TX/RX NO 5420] 001

RECEIVED
CITY CLERK

2011 OCT 17 A 7:01

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Dr. Beverly S. Mathis

Home Street Address: 3024 Salerno Court

City: Las Vegas ZIP Code: 89128

Work Street Address: 5240 Goldfield St.

City: N. Las Vegas ZIP Code: 89031

Employer: Public Education Foundation Occupation: Public Education Community Senior Engagement Fellow

Home Phone Number: (702) 255-1330 Work Phone Number: (702) 799-1719 Area I
799-1042 PEF

Other Phone Number: (702) 375-3604 Email Address: BSM413@interact.ccsd.net

Please list the boards, commissions, or committees that you are interested in serving on:

I am interested in serving on any committee, created for the Redevelopment Plan areas within Las Vegas. My heart and life's work is engrained in this community.

For office use only
CLV Y ✓ N
Ward 4
Date 10/17/2011

60/1,5,5

School-Community Partnership Advisory Board-(member)

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Superintendents Education Advisory Committee (Co Chair)
Variety Early Learning Advisory Board (member)
The Toyota Family Literacy Initiative (liason)
Milken Family Foundation Educational awards for educational excellence

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

As a Public Education Foundation Community Senior Engagement person, I facilitate linkage between Clark County School District, especially Prime 6 schools that are located within the "Redevelopment Plan" area. I served *

Please list any of your relatives or friends that work for the entity in which you would be serving:

N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

as Principal at Kermit Roosevelt Booker Sr. Empowerment Elementary School for the past sixteen years and stayed focused on improving and supporting "sound" projects, programs, and positive efforts to promote the enhancement of the entire area for redevelopment.

Presently, I work within the Prime 6 schools as a Coach, mentoring Principal, Parent and community advocate, and community leader. All of the Prime 6 schools are located in N. Las Vegas (2 of them), and Seven in the 89106 Zip code.

My church home, Second Baptist Church is located at 500 West Madison Ave, 89106. I participate fully as a community based educator who loves to work as an active, energetic, concerned individual who is well informed and aware of the Redevelopment Plan. Working alongside the Summerlin Rotary, NLV Rotary, Fremont Rotary and other active organizations such as Delta Sigma Theta, Sorority, Inc. (a Public service organization) says that I am up for this great

Dr. Beverly Mathis presently serves as Public Education Foundation Community Senior Engagement Fellow. Through this service, Beverly facilitates linkage between Clark County School District, Communities in Schools, Prime Six Schools, The Public Education Foundation's Reach Out and Read program, and the Toyota Family Literacy Initiative.

Dr. Mathis served in the Clark County School District (CCSD) as an Elementary School Principal at Kermit Roosevelt Booker, Sr. Empowerment Elementary School, Las Vegas, Nevada for sixteen years. As the Principal and Chief Administrator of a Pre-K through fifth grade school, her primary responsibility was instructional leadership. Dr. Mathis promoted the mission and commitments of the Superintendent's Region so that all students had equal access to participate in and benefit from excellent educational opportunities. Before Dr. Mathis' position as Principal, she served as an elementary Assistant Principal for three years and a kindergarten through eighth grade teacher for sixteen years in the Clark County School District. Dr. Mathis' first two years of teaching began in the State of Tennessee. Beverly's career related memorable experiences include one of five panelist selected for the Forum for Working Women with then, first Lady Hilary Rodham Clinton in 1996.

Dr. Beverly Mathis presently serves as Public Education Foundation Community Senior Engagement Fellow. Through this service, Beverly facilitates linkage between Clark County School District, Communities in Schools, Prime Six Schools, The Public Education Foundation's Reach Out and Read program, and the Toyota Family Literacy Initiative. Dr. Mathis served in the Clark County School District (CCSD) as an Elementary School Principal at Kermit Roosevelt Booker, Sr. Empowerment Elementary School, Las Vegas, Nevada for sixteen years. As the Principal and Chief Administrator of a Pre-K through fifth grade school, her primary responsibility was instructional leadership. Dr. Mathis promoted the mission and commitments of the Superintendent's Region so that all students had equal access to participate in and benefit form excellent educational opportunities. Before Dr. Mathis' position as Principal, she served as an elementary Assistant Principal for three years and a kindergarten through eighth grade teacher for sixteen years in the Clark County School District. Dr. Mathis' first two years of teaching began in the State of Tennessee. Dr. Mathis serves as Adjunct Faculty at Nova Southeastern University since 2001. Beverly's career related memorable experiences include one of five panelist selected for the Forum for Working Women with then, first Lady Hilary Rodham Clinton in 1996.

Dr. Mathis holds membership with the Clark County Association of Elementary Principals, National Association of Elementary School Principals, Nevada Association of School Principals, Clark County Association Of School Administrators And Professional-Technical Employees Council where she served as secretary and treasurer; NAACP member, Second Baptist Church's, church Clerk; secretary of the Senior Usher Board; Sunday School Cooperative teacher, and an active member of Delta Sigma Theta

Sorority, Inc.

Awards and honors include: the Seventeenth Grand Marshall of the Dr. Martin Luther King, Jr. Parade (98), Phi Delta Kappa Outstanding Leadership in Education Award (99), District D Citizen of the month, (Dec. 99), recipient of the 2000 Milken Family Foundation Education Award, NAACP Education award 2000, "Service To Youth" award 2001 from the Links Inc., The Distinguished Women of Southern Nevada Award 1999 and 2000, Congressional Recognition from Congresswoman Shelley Berkley for "Outstanding Achievement and Major Academic Growth and Improvement in 2000 as the First Annual Award for improvements in Nevada's First Congressional District. Dr. Mathis was the recipient of the 2004 Don Barden's Education Achievement Award. She was also recognized as the Education recipient of the 2005 Caucus of African American Nevadans. In 2005, Beverly was the honoree for Education by the 100 Black Men. Dr. Mathis received the 2007 Education/Community Award from the Ministries and Wives, Widows Organization, and was honored for her Educational Leadership on January 20, 2008 by the City of Las Vegas Department of Leisure Services' Diversity Team and the Las Vegas-Clark County Library District. Dr. Mathis is excited and humbled for being selected as a 2009 honoree by the Las Vegas Alumni Chapter of KAPPA ALPHA PSI Fraternity Incorporated. November 17, 2009, Dr. Mathis was inducted into the Clark County School District's **Excellence in Education Hall of Fame** that recognizes extraordinary and unique commitment to educational excellence. February, 2010, Congratulations to Dr. Beverly Mathis on being selected for a **Paul Harris Fellowship** from the Rotary Club of Las Vegas. "Mathis was chosen for her incredible drive and passion in improving the lives of children who attends her school." The Nevada Association Of School Boards (NASB) selected Dr. Beverly Mathis as the recipient of the 2010 School Administrator of the Year Award.

Beverly Mathis is celebrating 35 years of marriage to Raymond Mathis who is the Executive Director of Instructional Support and Student Activities. Raymond and Beverly are the proud parents of two beautiful daughters Tya Raenise (Recruiter for University of Nevada, Reno), and Ashley Rae (Assistant Director Office of Admission, University of Southern California). Both girls are Millennium Scholars. Beverly's hobbies include reading, bowling, and promoting positive family values in the home, school, and the community.

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - HISTORIC PRESERVATION COMMISSION – H. Richard Cuppett, Term Expiration 9-19-2013 (Resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling nine different categories. Terms are for four years, with no limit to the number of terms that may be served. Mr. Cuppett has been representing the Category 3 member, Experienced in Building Construction, since September 19, 2001. He resigned from the Commission on September 13, 2011 and it is appropriate to make an appointment to fill the unexpired portion of his third term.

RECOMMENDATION:
Procedure for this Commission requires the City Council to fill the unexpired portion of the term by appointing a new Category 3 member, Experienced in Building Construction

BACKUP DOCUMENTATION:
Current Listing and Authority

Historic Preservation Commission

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Category 1 - Experienced in Architecture** Patrick J. Klenk	4 /27/1998 **Reapp: 12/5/2001 12/7/2005**	12/31/2013	Reese **3/3/2010**
2	**Category 2 - Experienced in Urban Design or Planning** James Veltman Effective 3/23/2002	3 /20/2002 **Reapp: 3/15/2006 3/3/2010**	3/23/2014	Reese
3	**Category 3 - Experienced in Building Construction** H. Richard Cuppett Resigned 9/13/2011	9 /19/2001 **Reapp: 9/7/2005 8/19/2009**	9/19/2013	Mayor
4	**Category 4 - Experienced in Real Estate Profession** Jack LeVine	3 /2 /2011 **Reapp: N/A**	3/8/2015	Mayor
5	**Category 5 - Representative of a Recognized Local Historic Preservation Association or Historic Preservation Interest Group** Bob Stoldal Reassigned from Category 7 3/3/2010	4 /27/1998 **Reapp: 12/5/2001 12/7/2005**	12/31/2013	Reese **3/3/2010**
6	**Category 6 - Experienced in Nevada History** Dorothy Wright	3 /24/1997 **Reapp: 3/7/2001 3/2/2005**	3/24/2013	Reese **03/4/2009**
7	**Category 7 - Members-At-Large, John S. Park Historic District Designation** Mary Hausch Effective 3/6/1997	2 /24/1997 **Reapp: 3/7/2001 3/2/2005**	3/6/2013	Reese **03/4/2009**
8	**Category 7 - Members-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Claytee White	5 /17/2006 **Reapp: 5/5/2010**	5/17/2014	Hist Pres Comm
9	**Category 7 - Members-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Robert Bellis Effective 3/23/2001	3 /8 /2001 **Reapp: 3/20/2002 3/15/2006**	3/23/2014	Reese **3/3/2010**
10	**Category 7 - Members-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Jarmilla McMillan-Arnold	3 /2 /2011 **Reapp: N/A**	3/6/2015	Goodman

Name	Appointment Date	Expiration Date	Recommended By:
11 Category 8 - Director of Planning Department or Director's Designee, City of Las Vegas			
Courtney Mooney	**Reapp: N/A**		
Staff Designee for Flinn Fagg			
12 Category 9 - Director of the Nevada State Museum & Historical Society or other Designee of State Historic Preservation Office	7 /31/2003		
David Millman, Director	**Reapp: N/A**		
13 Category 10 - Archeological Profession	6 /15/2011	6/15/2015	Reese
Colleen Beck	**Reapp: N/A**		

AUTHORITY: Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

MEMBERS: 13 members
- 11 members appointed by the City Council; and
- Two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

CATEGORY:
1 **EXPERIENCED IN ARCHITECTURE** (i.e. architect, art historian or historic preservation architect)
2 **EXPERIENCED IN URBAN DESIGN OR PLANNING** (i.e. urban designer, planner or landscape architect)
3 **EXPERIENCED IN BUILDING CONSTRUCTION** (i.e. building contractor or structural engineer)
4 **EXPERIENCED IN REAL ESTATE PROFESSION** (i.e. real estate developer, appraiser or broker)
5 **REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP**
6 **EXPERIENCED IN NEVADA HISTORY** (i.e. historian or archaeologist)
7 **4 MEMBERS CITIZENS-AT-LARGE** (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE, A PERSON WHO OWNS REAL PROPERTY WITHIN THE HISTORIC DISTRICT MAY FILL THAT POSITION. IF MORE THAN FIVE HISTORIC DISTRICTS HAVE BEEN DESIGNATED AS SUCH PURSUANT TO THIS SUBCHAPTER, THE CITY COUNCIL SHALL DETERMINE WHICH FIVE OF THE HISTORIC DISTRICTS ARE TO BE REPRESENTED ON THE HPC)
8 **DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE**, CITY OF LAS VEGAS (ex-officio)
9 **DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE** OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 **ARCHEOLOGICAL PROFESSION**

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:
- The history of the City of Las Vegas
- Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12/31/2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4th Wednesday - 12:15 P.M. – Historic Fifth Street School, 401 South 4th Street, except 2nd Wednesday in November

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - PARKS & RECREATION ADVISORY COMMISSION – Stavan R. Corbett, Term Expiration 11-02-2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
The term of office for Stavan Corbett will expire November 2, 2011. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Mr. Corbett was originally recommended by Councilman Brown and has served two terms. He is eligible and wishes to be reappointed. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:
Options are: Reappoint Mr. Corbett or appoint a new member to fill this seat

BACKUP DOCUMENTATION:
Current Listing and Authority

Parks and Recreation Advisory Commission

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Adroushan (Andy) Armenian**	6 /4 /2008	2/5/2012	Steinman
	Reapp:	**1/21/2009**		
2	**Harry Lee**	12/6 /2006	12/7/2011	Ross
	Reapp:	**12/3/2008**		
3	**Michael R. Aker**	10/4 /2006	12/12/2012	Reese
	Reapp:	**11/15/2006 12/2/2009**		
4	**Kyle Stephens**	11/7 /2007	1/8/2012	Tarkanian
	Reapp:	**12/17/2008**		
5	**Letia (Lee) M. Heenan**	9 /1 /1974	1/7/2013	Reese
	Reapp:	**12/15/1997 1/3/2001 1/7/2004 12/20/2006 12/16/2009**		
6	**Craig Ballew**	12/3 /2008	12/3/2011	Brown
	Reapp:			
7	**David Alexander Lopez**	1 /5 /2011	1/6/2014	Reese
	Reapp:	**N/A**		
8	**Stavan R. Corbett**	11/2 /2005	11/2/2011	Brown
	Reapp:	**10/15/2008**		
9	**Malcolm D. White**	11/7 /2001	4/7/2013	Reese
	Reapp:	**4/7/2004 3/7/2007 3/17/2010**		
10	**Lisa B. Sherman**	4 /1 /1992	4/1/2013	Reese
	Reapp:	**4/5/1995 3/23/1998 3/7/2001 3/17/2004 3/7/2007**		
11	**Charles Foger**	11/6 /2002	3/24/2012	Reese
	Reapp:	**2/19/2003 3/1/2006 03/04/2009**		
12	**Jerry Farler**	7 /6 /2011	7/6/2014	
	Reapp:	**N/A**		

Name	Appointment Date	Expiration Date	Recommended By:
13 Laurie R. Buchman	9 /17/2008	3/24/2012	Reese
	Reapp: 03/04/2009		
14 William McCurdy	12/5 /2001	2/20/2012	Steinman
	Reapp: 1/22/2003 1/18/2006 1/21/2009		
15 William Teel	12/17/2008	12/17/2011	Reese
	Reapp:		

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 400 Stewart Avenue, 1st Floor Conference Room

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-36 - For Possible Action - 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:
ADOPTION at the 11/2/2011 City Council Meeting pursuant to the 10/18/2011 Recommending Committee meeting

First Reading – 10/5/2011; First Publication – 10/20/2011

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.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-37 - For Possible Action - 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:
ABEYANCE to 11/1/2011 Recommending Committee Meeting by the 10/18/2011 Recommending Committee

First Reading – 10/5/2011; First Publication – 10/20/2011

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.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-41 - For Possible Action - Authorizes the issuance of the City of Las Vegas, Nevada, of its General Obligation (Limited Tax) Medium-Term Bonds, Series 2011A and Series 2011B (Taxable) in the combined aggregate principal amount of not to exceed $36,500,000, and providing other matters relating thereto.

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $36,500,000
Funding Source: General CPF, Parks & Leisure Activity CPF, Public Works CPF, Fire Services CPF
Dept./Division: Finance Department

PURPOSE/BACKGROUND:
Pursuant to NRS 350.087 to 350.095, this bill will authorize the issuance of the City's General Obligation (Limited Tax) Medium-Term Bonds, Series 2011A and Series 2011B (Taxable) in the combined aggregate principal amount of not to exceed $36,500,000. The purpose of the issuance is to finance the costs of the following projects: Westside School improvements, to be repaid from license plate revenues provided by the Centennial Commission; energy efficient street light projects, to be repaid from energy cost savings generated by the project; sidewalk replacement projects, to be repaid from Community Development Block Grant funds; and fire protection projects, to be repaid from the City's Fire Safety Initiative funds.

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. 2011-41

Summary - An ordinance authorizing the issuance by the City of Las Vegas, Nevada, of its General Obligation (Limited Tax) Medium-Term Bonds, Series 2011A and Series 2011B (Taxable) in the combined aggregate principal amount of not to exceed $36,500,000 and providing other matters relating thereto.

BILL NO. 2011-41
ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF LAS VEGAS OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BONDS, SERIES 2011A AND SERIES 2011B (TAXABLE) IN THE COMBINED AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $36,500,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING BUILDING PROJECTS, REDEVELOPMENT PROJECTS, FIRE PROTECTION PROJECTS AND STREET PROJECTS; PROVIDING DETAILS CONCERNING THE BONDS, THE PROJECT AND GENERAL TAX PROCEEDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "State," respectively) is a political subdivision of the State duly organized and operating as a city under the provisions of Nevada Revised Statutes ("NRS") chapter 268 and an act entitled "AN ACT incorporating the City of Las Vegas in Clark County, Nevada, under a charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, pursuant to Section 7.020 of the Charter, the City, acting through the City Council (the "Council") is authorized to borrow money for any municipal purpose and for such purpose may issue bonds or other securities, and pursuant to Nevada Revised Statutes ("NRS") 268.672 to 268.740, inclusive (the "City Bond Law"), the City is authorized to issue bonds to finance the cost to acquire, improve, equip, operate and maintain building projects as defined in NRS 268.676, street projects as defined in NRS 268.722 and fire protection projects as defined in NRS 268.688 and the cost of planning, acquisition, improvement, equipping, maintenance and operation of an enterprise which is authorized by the Redevelopment Law as defined in NRS 279.382 to 279.680, inclusive, including the historic preservation of public buildings (collectively, the "Project"); and

WHEREAS, pursuant to NRS 350.087 to 350.095, inclusive (the "Act"), the City is authorized to issue medium-term obligations to finance the Project and to issue, as evidence thereof, negotiable medium-term notes or bonds which shall not be paid in whole or in part from a levy of a special tax which is exempt from the limitations on the levy of ad valorem tax, but which shall be paid from other legally available funds of the City (subject to certain Constitutional and statutory tax limitations), which must mature not later than 10 years after the date of issuance and must bear interest at a rate or rates which do not exceed by more than 3 percent the "Index of Twenty Bonds" which was most recently published before bids for their purchase are received; and

WHEREAS, pursuant to NRS 350.087, the Council determined to publish a notice (the "Notice") of its intention to authorize and to issue medium-term obligations in the maximum principal amount of $36,500,000 in a newspaper of general circulation in the City and an affidavit of such publication is on file in the office of the City Clerk; and

WHEREAS, the Council adopted by at least a two-thirds majority a resolution authorizing medium-term obligations in the maximum principal amount of $36,500,000 to finance the Project (the "Authorizing Resolution") which contained a finding by the Council that the public interest requires medium-term obligations and a statement of the facts upon which the finding was based, which vote was taken at least 10 days after the publication of the Notice; and

WHEREAS, pursuant to NRS 350.089 and relevant provisions of the Nevada Administrative Code, the Council caused a certified copy of the Authorizing Resolution and supporting documents to be submitted to the Executive Director of the Department of Taxation of the State of Nevada (the "Department of Taxation") for his approval; and

WHEREAS, the City received the approval of the Executive Director of the Department of Taxation for such medium-term obligations, a copy of such approval being attached to the following page as follows:

(Attach Approval of Department of Taxation)

WHEREAS, the approval of the Department of Taxation as set forth in the preambles hereof is hereby recorded in the minutes of the Council as required by NRS 350.089; and

WHEREAS, the City has not previously utilized any of the authority so approved by the Department of Taxation; and

WHEREAS, pursuant to the Authorizing Resolution, the Council ordered the medium-term obligations to be offered for sale in the form of medium-term bonds and authorized the City's Chief Financial Officer (the "CFO") to arrange for the sale of such medium-term bonds; and

WHEREAS, the Council hereby determines that the bonds herein authorized to be issued shall be designated the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2011A" (the "2011A Bonds") and the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2011B (Taxable)" (the "2011B Bonds" and together with the 2011A Bonds, the "Bonds") in the combined aggregate principal amount of not to exceed $36,500,000; and

WHEREAS, the Council has determined and hereby declares and determines that legally available funds of the City will at least equal the amount required in each year for the payment of interest on and the principal of the Bonds; and

WHEREAS, pursuant to NRS 350.091, the Council has determined and hereby determines that the maximum term of the Bonds does not exceed the estimated useful life of the Project financed with the proceeds of the Bonds; and

WHEREAS, the Council elects to and hereby determines to issue the Bonds in accordance with the provisions of NRS 350.500 to 350.720, inclusive and all laws amendatory thereof, designated in NRS 350.500 thereof by the short title "Local Government Securities Law" (the "Bond Act"); and

WHEREAS, the Council is <u>not</u> authorized to levy general ad valorem taxes (the "General Taxes") to pay the principal of or interest on the Bonds exempt from the limitations of any statutes of the State; any General Taxes levied for the purpose of paying principal or interest on the Bonds will be subject to the limitations contained in the Constitution and the statutes of the State, including, without limitation, the limitations on ad valorem taxes contained in NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453; and

WHEREAS, the Council is therefore authorized and empowered by the Charter, the City Bond Law, the Act, the approval of the Executive Director of the Department of Taxation, and the Bond Act, without any further preliminaries:

A. To issue and sell the City's Bonds; and

B. To exercise the incidental powers provided in the Bond Act in connection with the powers authorized therein or as otherwise expressly provided therein; and

WHEREAS, in the Authorizing Resolution, the Council authorized the CFO or his designee to arrange for the issuance and sale of the Bonds, subject to, among other conditions, adoption by the City of this Ordinance specifying the Bond terms and details and approving their sale; and

WHEREAS, after notice inviting bids for their purchase, the CFO, as the chief financial officer of the City, or the City Manager, as the chief administrative officer of the City, is hereby authorized to receive bids and sell the Bonds to the best bidder therefor (the "Purchaser") and the CFO or the City Manager is hereby authorized to accept a binding bid for the Bonds, the Bonds to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser (the "Bond Purchase Proposal"), such rates not to exceed 3 percent over the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bonds, at a price equal to the principal amount thereof plus accrued interest to the date of delivery of the Bonds, if any, plus a premium or less a discount not to exceed 9 percent of the principal amount of the Bonds, all as specified by the CFO or the City Manager in a certificate dated on or before the date of delivery of the Bonds (the "Certificate of the CFO"); and

WHEREAS, the Council hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, there have been presented to the Council at this meeting (i) the Preliminary Official Statement for the Bonds (the "Preliminary Official Statement"), and (ii) the proposed form of the Continuing Disclosure Certificate (the "Disclosure Certificate"); and

WHEREAS, the Council has determined and hereby declares that each of the limitations and other conditions to the issuance of the Bonds in the Charter, the City Bond Law, the Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, this determination of the

Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "2011 Medium-Term Bond Ordinance" (this "Ordinance").

SECTION 2. Acceptance of Purchase Proposal. The City Manager or the CFO is hereby authorized to accept the Purchase Proposal submitted by the Purchaser for the purchase of the Bonds as set forth in the preambles hereof.

SECTION 3. Ratification. All action heretofore taken by the Council and the officers and employees of the City directed toward the Project and toward the issuance, sale and delivery of the Bonds is ratified, approved and confirmed including, without limitation, the Official Notice of Bond Sale, and the distribution of the Preliminary Official Statement and the and the Final Official Statement in substantially the form thereof (the "Official Statement").

SECTION 4. Necessity of Project and Bonds. It is necessary and in the best interests of the Council, its officers, and the inhabitants of the City, that the City effect the Project and defray wholly or in part the cost thereof by the issuance of the Bonds therefor; and it is hereby so determined and declared.

SECTION 5. Authorization of Project. The Council hereby authorizes the Project.

SECTION 6. Authorization of Bonds. For the purpose of providing funds to pay all or a portion of the cost of the Project, the City shall issue its "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2011A" and its "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2011B (Taxable)" in the combined aggregate principal amount set forth in the Certificate of the CFO (not to exceed $36,500,000). The Bonds shall be in the form substantially as set forth in Section 24 of this Ordinance.

SECTION 7. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the City and the registered owners from time to time of the Bonds.

SECTION 8. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection and security of the owners of any and all of the outstanding Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Ordinance.

SECTION 9. General Obligations. All of the Bonds, as to the principal thereof and the interest thereon (the "Bond Requirements"), shall constitute general obligations of the City, which hereby pledges its full faith and credit for their payment.

SECTION 10. Payment of the Bonds. The Bond Requirements of the Bonds shall be payable from any monies legally available therefor, and provision for the payment of the Bond Requirements of the Bonds shall be made as provided in the Act, provided, however, that ad valorem taxes levied for the purpose of paying the principal of or interest on the Bonds shall be subject to the limitations contained in the Constitution and statutes of the State, including, without limitation, the limitations on the levy of ad valorem taxes imposed by NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453. The City is not authorized to levy ad valorem taxes exempt from the limitations of any of said statutes to pay the Bond Requirements of the Bonds. The City hereby irrevocably covenants with the registered owners of the Bonds from time to time that it will make sufficient provisions annually in its budget to pay the Bond Requirements of the Bonds, when due.

SECTION 11. Limitations upon Security. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the proceeds of General Taxes and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

SECTION 12. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the Council or any officer or other agent of the Council or City, past, present or future, either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of

any penalty or otherwise, all such liability, if any, being by the acceptance of the Bond and as a part of the consideration of its issuance specially waived and released.

SECTION 13. Bond Details. The Bonds shall be issued in fully registered form. The Bonds shall be dated as of the date of their delivery, and except as otherwise provided in Section 17 hereof, shall be issued in denominations of $5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on the maturity date, and no individual Bond will be issued with more than one maturity). The Bonds shall bear interest from their date until their maturity date at the rates set forth in the Certificate of the CFO, payable on June 1 and December 1 of each year commencing on June 1, 2012; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates set forth in the Certificate of the CFO from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the designated dates (not to exceed ten years from the date of the Bonds) and in the amounts of principal as designated in the Certificate of the CFO. The principal of any Bond shall be payable to the owner thereof as shown on the registration records kept by the registrar for the Bonds designated in the Certificate of the CFO (the "Registrar"), upon maturity and upon presentation and surrender at the office of the paying agent for the Bonds designated in the Certificate of the CFO (the "Paying Agent"). If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by said Bond until the principal thereof is paid in full.

Except as otherwise provided in Section 17 hereof, payment of interest on any Bond shall be made to the owner thereof by check or draft mailed by the Paying Agent, on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the owner thereof, at his or her address as shown on the registration records kept by the Registrar as of the close of business on the fifteenth day of the calendar month next preceding each interest payment date (other than a special interest payment date hereafter fixed for payment of defaulted interest) (the "Regular Record Date"); but any such interest not so timely paid or duly provided for shall cease to be payable to the owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the owner thereof, at his or her address, as shown on the registration records of the Registrar as of the close of business on a date fixed to determine the

names and addresses of owners for the purpose of paying defaulted interest (the "Special Record Date"). Such Special Record Date and the date for payment of defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date and the date for payment of defaulted interest shall be given to the owners of the Bonds not less than ten days prior thereto by first-class mail to each such owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent. All such payments of principal and interest shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

SECTION 14. Redemption Provisions.

A. Optional Redemption.

(1) Optional Redemption of 2011A Bonds. The 2011A Bonds maturing on and after the date set forth in the Certificate of the CFO shall be subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, from such maturities selected by the CFO as designated by the CFO and by any amount within a maturity on any date on and after the date set forth in the Certificate of the CFO, at a price equal to the principal amount of each 2011A Bond so redeemed, and accrued interest thereon to the redemption date, and a premium, if any, computed in accordance with the schedule set forth in the Certificate of the CFO.

(2) Optional Redemption of 2011B Bonds. The 2011B Bonds, or portions thereof ($5,000 or any integral multiple thereof), maturing on and after the date set forth in the Certificate of CFO, if any, shall be subject to redemption prior to their respective maturities, at the option of the City, on and after the date set forth in the Certificate of CFO, in whole or in part at any time, from such maturities as are selected by the City as designated by the CFO, and selected on a pro rata basis within a maturity as described below in paragraph (E) of this Section, at a price equal to the principal amount of each 2011B Bond, or portion thereof, to be so redeemed, plus accrued interest thereon to the redemption date, and a premium, if any, computed in accordance with the schedule set forth in the Certificate of CFO.

(3) Make Whole Redemption of 2011B Bonds. Prior to the optional redemption date specified in subparagraph (2) of paragraph (A) of this Section, if any, the 2011B Bonds may be subject to redemption prior to their respective maturities, as set forth in the Certificate of CFO, at the option of the City, in whole or in part at any time, from any maturities selected by the City and selected on a pro rata basis within a maturity as described in paragraph (E) of this Section, at the redemption price computed as provided in the Certificate of CFO; provided, however, that if any time such redemption price is a price that exceeds the price the City can legally agree to pay to redeem 2011B Bonds under the provisions of State law, the City shall not have an option to redeem 2011B Bonds at that time pursuant to the provisions of this paragraph (3).

B. Mandatory Redemption. The 2011A Bonds and the 2001B Bonds set forth in the Certificate of the CFO, if any (the "2011A Term Bonds" and the "2011B Term Bonds", respectively, and collectively, the "Term Bonds"), shall be subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Medium-Term Debt Service Fund (as defined in Section 30 hereof) on or before the principal payment date, of the years set forth in the Certificate of the CFO, a sum which, together with other moneys available in the Medium-Term Debt Service Fund, is sufficient to redeem (after credit is provided below) on the dates and in the principal amounts of the Term Bonds as set forth in the Certificate of the CFO plus accrued interest to the redemption date.

2011B Term Bonds being redeemed in part will be selected on a pro rata basis as described in paragraph (E) of this Section. 2011A Term Bonds being redeemed in part will be selected by lot in such manner as the Registrar may determine.

Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (by lot or in such other manner as the Registrar may determine) from all outstanding Term Bonds, a principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in subparagraph C of this Section.

At the option of the City to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) in an aggregate principal amount desired by the City or, (ii) specify a principal amount of Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines. In the event the City shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled or in the event the Bonds are registered in the name of Cede & Co. as provided in Section 17 of this Ordinance, the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

C. Partial Redemption. In the case of Bonds in a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, except as otherwise provided in Section 17 hereof, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to Subsections A or B of this Section, the Paying Agent shall select the Bonds to be redeemed by lot at such time as directed by the City (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, except as otherwise provided in Section 17 hereof, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as deemed adequate by the Registrar, and any Bond or Bonds issued in exchange for, or to replace, any Bond or Bonds so called for prior redemption shall likewise be stamped or otherwise identified.

D. Notice of Redemption. Unless waived by the registered owner of a Bond to be redeemed, notice of redemption shall be given by the Registrar in the name of the City by mailing such notice at least fifteen days and not more than sixty days prior to the redemption date, by first-class mail, postage prepaid, to the registered owners (initially Cede & Co.) of the Bonds to be redeemed at their addresses as shown on the registration records. Failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. All such notices of redemption shall be dated and shall state: (i) the CUSIP number or numbers of the Bonds to be redeemed; (ii) the redemption date, (iii) the redemption price, (iv) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (v) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (vi) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Registrar. After such notice has been given in the manner hereinbefore provided, the Bond or Bonds called for redemption shall become due and payable on the designated redemption date, and upon presentation and surrender thereof the City will pay the Bond or Bonds called for redemption. Installments of interest due on the redemption date shall be payable as herein provided for payment of interest. A certificate by the Registrar that a notice of redemption has been given as herein set forth shall be conclusive and receipt by the Bondholder of a notice of redemption shall not be a condition precedent to the redemption of that Bond. Notwithstanding the foregoing provisions, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Registrar of funds on or before the date fixed for redemption sufficient to pay the redemption price of the bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the registered owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

E. Pro Rata Selection. If a portion of a maturity of the 2011B Bonds or the Term 2011B Bonds is being redeemed in part, the 2011B Bond to be redeemed will be selected on a pro rata basis to each Holder of the Bonds in whose name such Bonds are registered on the Regular Record Date immediately preceding the redemption date. "Pro rata" for a 2011B Holder

is determined, in part, by multiplying the principal amount of the 2011B Bonds or Term 2011B Bonds of a maturity to be redeemed in part on the applicable redemption date by a fraction, the numerator of which is equal to the principal amount of the 2011B Bonds or Term 2011B Bonds of that maturity owned by the Holder, and the denominator of which is equal to the total amount of the 2011B Bonds or Term 2011B Bonds of that maturity then Outstanding immediately prior to such redemption date, and then rounding the product down to the next lower integral multiple of $5,000, provided that the portion of any 2011B Bonds or Term 2011B Bond to be redeemed shall be in $5,000 denominations and all 2011B Bonds or Term 2011B Bonds to remain Outstanding following any redemption shall be in $5,000 denominations. Adjustments to the foregoing pro rata redemption may be made in the amount of $5,000 for any Holder so that the aggregate amount of 2011B Bonds or Term 2011B Bonds of a maturity being redeemed in part owned by all Holders is equal to the aggregate amount of 2011B Bonds or Term 2011B Bonds of that maturity to be redeemed.

SECTION 15. Negotiability. Subject to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

SECTION 16. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 17 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 13 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the owner thereof, the Registrar may make a sufficient charge to

reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond.

B. The person in whose name any Bond shall be registered, on the registration records kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 13 hereof with respect to interest payments); and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

D. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Council upon request.

SECTION 17. Book Entry.

A. Notwithstanding the foregoing provisions of this Ordinance, the Bonds shall initially be evidenced by one Bond per maturity in denominations equal to the aggregate principal amount of such maturity or, in the case of any Term Bonds, the Bonds shall initially be evidenced by one Bond for each term in denominations equal to the aggregate principal amount of the Bonds maturing in that term.. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A, or a determination by the Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the Council of another depository institution acceptable to the Council and to the depository then holding the bonds, which new depository institution must be both a "clearing corporation" as defined in NRS chapter 104 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this Subsection A, or a determination of the Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of Subsection A hereof or designation of a new depository pursuant to clause (2) of Subsection A hereof, upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity of the Bonds then outstanding or, in the case of the Term Bonds, for each term of the Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of Subsection A hereof and the failure after reasonable investigation to locate another qualified depository institution for the bonds as provided in clause (3) of Subsection A hereof, and upon receipt of the outstanding bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of $5,000 or any integral multiple thereof, as provided in

any subject to the limitations of Section 13 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The Council, the Registrar and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council, the Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to Subsection A hereof.

D. The Council, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of Subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

SECTION 18. Execution and Authentication.

A. Prior to the execution of any Bonds by facsimile signature and pursuant to NRS 350.638, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and to the Supplemental Bond Act, the Mayor of the City (the "Mayor"), the City Treasurer of the City (the "Treasurer") and the City Clerk of the City (the "Clerk") shall have each filed with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bonds shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile signature of the Mayor, shall be signed and executed with the manual or facsimile signature of the Treasurer, and shall bear a manual impression or a facsimile of an impression of the official seal of the City attested with the manual or facsimile signature of the Clerk.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, in substantially the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the

Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance.

D. The Mayor, the Treasurer and the Clerk are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

SECTION 19. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the City, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Mayor, the Treasurer, and the Clerk, at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his own facsimile signature, the facsimile signature of his predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 20. Incontestable Recital. Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

SECTION 21. State Tax Exemption. Pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

SECTION 22. Initial Registration. The Registrar shall maintain separate registration records of the City for the Bonds, showing the name and address of the owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, principal amount, and bond number.

SECTION 23. Bond Delivery. After such registration by the Registrar and after their execution and authentication as provided herein, the Treasurer shall cause the Bonds to be delivered to the Purchaser, upon payment being made in accordance with the terms of their sale.

SECTION 24. Bond Form. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as may be required by the circumstances, be required or permitted

by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
MEDIUM-TERM BONDS
SERIES [2011A][2011B (TAXABLE)]

No. _____ **$_____**

Interest Rate	**Maturity Date**	**Dated As of**	**CUSIP**
_____%	**December 1, _____**	**_____, 2011**	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Las Vegas, Clark County, in the State of Nevada (the "City", the "County" and the "State", respectively) for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest thereon on June 1 and December 1 of each year, commencing on June 1, 2012, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided for. This Bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of this Bond. The principal of this Bond is payable upon presentation and surrender hereof at the principal office of the City's paying agent for the Bonds (the "Paying Agent"), presently _____, who is also now acting as the City's Registrar for the Bonds (the "Registrar"). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed by first class mail to the person in whose name this Bond is registered (the "registered owner") in the registration records of the City maintained by the Registrar, at the address appearing thereon, as of the close of business on the fifteenth day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the "Special Record Date"). Such Special Record Date and the date for payment of defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date and the date for payment of defaulted interest shall be given to the registered owner not less than ten (10) days prior thereto. Alternative means of payment of interest may be used if mutually agreed to by the registered owner and the Paying Agent, as provided in the ordinance of

the City Council of the City of Las Vegas (the "Council") authorizing the issuance of the Bonds (the "Bonds") and designated in Section 1 thereof as the "2011 Medium-Term Bond Ordinance" (the "Ordinance"), duly adopted by the Council on November 2, 2011. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

The Bonds are issuable solely as fully registered Bonds in denominations of $5,000 each or (subject to certain conditions) any integral multiple thereof, and are exchangeable for fully registered Bonds of the same maturity in equivalent aggregate principal amounts and in authorized denominations at the aforesaid office of the Registrar but only in the manner, subject to the limitations, and on payment of charges provided in the Ordinance.

This Bond is fully transferable by the registered owner in person or by his or her duly authorized attorney on the registration records kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered Bond of authorized denomination or denominations of the same aggregate principal amount and maturity will be issued to the transferee in exchange for this Bond, on payment of the charges and subject to the terms and conditions as set forth in the Ordinance.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This Bond must be registered in the name of the owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Ordinance. No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

The City and the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Ordinance with respect to Regular and Special Record Dates for the payment of interest.

** The Bonds shall not be transferable or exchangeable except as set forth in the Ordinance.**

This Bond is one of a series of Bonds issued by the City upon its behalf and upon the credit thereof, for the purpose of defraying wholly or in part the cost to acquire, improve, equip, operate and maintain building projects as defined in NRS 268.676, street projects as

defined in NRS 268.722 and fire protection projects as defined in NRS 268.688 and the cost of planning, acquisition, improvement, equipping, maintenance and operation of an enterprise which is authorized by the Redevelopment Law as defined in NRS 279.382 to 279.680, inclusive, including the historic preservation of public buildings (collectively, the "Project"), under the authority of and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance.

This Bond is issued pursuant to Chapter 517, Statutes of Nevada, 1983, as amended (the "Charter") pursuant to Nevada Revised Statutes ("NRS") 268.672 to 268.740, inclusive (the "City Bond Law"), pursuant to NRS 350.087 to 350.095, inclusive (the "Act"), pursuant to NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 as the "Local Government Securities Law" (the "Bond Act"), and pursuant to the Ordinance; pursuant to NRS 350.628, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

The Bonds, as to all Bond Requirements, shall be payable from any moneys of the City legally available for the purpose of making such payment and the full faith and credit of the City are hereby irrevocably pledged for making such payment. Provision for the payment of the Bonds shall be made as provided in NRS 350.093 and 350.095, provided, however, that ad valorem taxes levied for the purpose of paying the principal of and interest on the Bonds are subject to the limitations contained in the Constitution and the statutes of the State, including, without limitation, the limitations on ad valorem taxes contained in NRS 354.59811, 354.5913, 354.59815, 354.5982 and 361.453. The City is not authorized to levy ad valorem taxes to pay the principal of or interest on the Bonds exempt from the limitations of any such statutes, but the City has covenanted in the Ordinance to make sufficient provision annually in its budget to pay the Bond Requirements of the Bonds, when due.

[Certain maturities of the Bonds are subject to optional redemption, as provided in the Ordinance and the Certificate of the CFO.]

[Certain of the Bonds are subject to mandatory sinking fund redemption, as provided in the Ordinance and the Certificate of the CFO.]

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and will perform all of the covenants of the Ordinance.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Ordinance or other instrument pertaining thereto against any individual member of the Council, or any officer or other agent of the City, past, present, or future, either directly or indirectly through the Council or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty

or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

It is hereby certified, recited, declared and warranted that all actions required to be taken prior to the issuance hereof have been had and taken by the City; that the issuance of the Bonds has been approved by the Executive Director of the Department of Taxation of the State of Nevada as required by the Act, and that the principal of the Bonds, when added to other City indebtedness, does not exceed the limits on indebtedness of the City provided in the Constitution and statutes of the State.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Clark County, State of Nevada, has caused this Bond to be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor of the City, to be attested, signed and executed with a manual or facsimile signature of the City Clerk and to be signed, subscribed and executed by the manual or facsimile signature of the City Treasurer, and has caused a manual or facsimile impression of the seal of the City to be affixed hereon, all as of the dated date above.

(MANUAL OR FACSIMILE CITY SEAL)

CITY OF LAS VEGAS, NEVADA

Attest:

____(Manual or Facsimile Signature)
Mayor

____(Manual or Facsimile Signature)
City Clerk

____(Manual or Facsimile Signature)
City Treasurer

* Insert only if Bonds are delivered pursuant to Section 16(A)(3) of this Ordinance.

** Insert only if Bonds are delivered pursuant to Section 16(A) of this Ordinance.

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication
and registration _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

CITY OF LAS VEGAS TREASURER
as Registrar

By Manual Signature
Authorized Officer or Employee

(End of Form of Registrar's Certificate of Authentication for Bonds)

[STATEMENT OF INSURANCE]
add statement of insurance, if applicable

(Form of Assignment for Bonds)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____
Signature Guaranteed:

_____

Name of Transferee:

_____

Address of Transferee:

_____
_____
_____

Social Security or other tax identification number of Transferee:

_____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

NOTICE: TRANSFER FEES MUST BE PAID TO THE REGISTRAR IN ORDER TO TRANSFER OR EXCHANGE THIS BOND AS PROVIDED IN THE WITHIN-MENTIONED ORDINANCE.

(End of Form of Assignment for Bonds)

SECTION 25. Use of Bond Proceeds. Upon the issuance of the 2011A Bonds, the Treasurer shall cause the proceeds of the 2011A Bonds received from the sale of the 2011A Bonds to be deposited into a special account hereby created and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2011A, Construction Account" (the "2011A Construction Account") to be held by the City. Upon the issuance of the 2011B Bonds, the Treasurer shall cause the proceeds of the 2011B Bonds received from the sale of the 2011B Bonds to be deposited into a special account hereby created and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2011B, Construction Account" (the "2011B Construction Account" and together with the 2011A Construction Account, the "Construction Accounts") to be held by the City. Moneys in the Construction Accounts shall be used solely to defray wholly or in part the cost of the Project including, without limitation, as provided in NRS 350.516, all costs of issuing the Bonds, and the costs of rebates to the United States under Section 148 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), which the Council hereby determines are necessary and desirable and pertain to the Project. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, pursuant to NRS 350.650, (i) any unexpended balance of 2011A Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the 2011A Construction Account shall be deposited into the 2011A Subaccount of the Medium-Term Debt Service Fund hereinafter created to be used to pay the principal of and interest on the 2011A Bonds and (ii) any unexpended balance of 2011B Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the 2011B Construction Account shall be deposited into the 2011B Subaccount of the Medium-Term Debt Service Fund hereinafter created to be used to pay the principal of and interest on the 2011B Bonds.

SECTION 26. Use of Investment Gain. Pursuant to NRS 350.658, any gain from any investment and any reinvestment of any proceeds of the Bonds, if needed to defray the cost of the Project, shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Construction Account, and if not needed to defray the cost of the Project, shall be deposited promptly into the Medium-Term Debt Service Fund, for the respective payment of the principal of or interest on the Bonds, or any combination thereof. As provided in Section 34 hereof, any annual General Taxes for the payment of the principal of or interest on the

Bonds levied after such deposits of any such investment or reinvestment gain, may be diminished to the extent of the availability of such deposit for the payment of such principal or interest.

SECTION 27. Completion of Project. The City, with the proceeds derived from the sale of the Bonds, shall proceed to complete the Project without delay and with due diligence to the best of the City's ability, as hereinabove provided.

SECTION 28. Prevention of Bond Default. Subject to the provisions of Sections 30 and 34 hereof, the Treasurer shall use any 2011A Bond proceeds credited to the 2011A Construction Account, without further order or warrant, to pay the Bond Requirements of the 2011A Bonds as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such 2011A Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. Subject to the provisions of Sections 30 and 34 hereof, the Treasurer shall use any 2011B Bond proceeds credited to the 2011B Construction Account, without further order or warrant, to pay the Bond Requirements of the 2011B Bonds as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such 2011B Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The Treasurer shall promptly notify the Council of any such use.

SECTION 29. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. The Purchaser, any associate thereof, and any subsequent owner of any Bond shall in no manner be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

SECTION 30. General Tax Levies. Pursuant to NRS 350.596, any sums coming due on the Bonds at any time when there are not on hand in the Medium-Term Debt Service Fund sufficient funds to pay same shall be promptly paid when due out of the Construction Account or out of a general fund of the City or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes legally available therefor. For the purpose of repaying any moneys so paid from any such fund or funds (other

than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements, there is hereby created a separate account designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2011, Debt Service Fund" (the "Medium-Term Debt Service Fund") consisting of a subaccount for the 2011A Bonds (the "2011A Subaccount") and a subaccount for the 2011B Bonds (the "2011B Subaccount"). Pursuant to NRS 350.592, 350.594, 350.093 and 350.095, except to the extent other funds are legally available therefor, there shall be duly levied immediately after the issuance of the Bonds and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installment of interest, and to pay the interest on the Bonds becoming due after such initial installment, and to pay and retire the Bonds as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to the Medium-Term Debt Service Fund for the payment of such Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the Council shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitation imposed by NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453, and Section 2, art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all such revenues received by the City.

SECTION 31. Priorities for Bonds. In any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall

always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitations of NRS 361.453, 354.59811, 354.59813 and 354.5982.

SECTION 32. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bonds herein authorized shall be kept in the Medium-Term Debt Service Fund, which accounts shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

SECTION 33. Use of General Funds. Any sums becoming due on the Bonds at any time when there are on hand from such General Taxes (and any other legally available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596.

SECTION 34. Use of Other Funds. Nothing in this Ordinance prevents the City from applying any funds (other than General Taxes) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, mature, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

SECTION 35. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Council annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Council shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and the interest thereon. Such General Taxes, when collected, shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore specified.

SECTION 36. Appropriation of General Taxes. In accordance with NRS 350.602, there are hereby specially appropriated the proceeds of such General Taxes to the payment of such principal of and interest on the Bonds; and such appropriations will not be

repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements the Bonds have been wholly paid or provided for.

SECTION 37. Protective Covenants. The City covenants and agrees with each and every owner from time to time of the Bonds, that:

A. The Project shall be completed without delay; and

B. The City will make the principal and interest payments on the Bonds at the place, on the date, and in the manner specified according to the true intent and meaning hereof.

SECTION 38. Tax Covenant. The City covenants for the benefit of the owners of the 2011A Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the 2011A Bonds if such action or omission (i) would cause the interest on the 2011A Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the 2011A Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in calculating the adjusted current earnings adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the 2011A Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

SECTION 39. The City covenants and agrees that it will execute, comply with and carry out all of the provisions of the Disclosure Certificate, a copy of which is on file for public inspection in the office of the City Clerk. In the event the City fails to comply with the Disclosure Certificate, any holder or beneficial owner of the Bonds may take the remedial actions set forth therein. Breach of the undertakings of the City in the Disclosure Certificate shall not constitute a default under this Ordinance.

SECTION 40. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien, and all obligations hereunder shall thereby be discharged as to that Bond and the Bond shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient

(including the known minimum yield available for such purpose from bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by, the United States ("Federal Securities") in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. In the case of the 2011A Bonds, the City is obligated to contribute additional securities or monies to the escrow or trust if necessary to provide sufficient amounts to satisfy the payment obligations on the 2011A Bonds.

SECTION 41. Continuing Disclosure Certificate. The City covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the Clerk and is hereby authorized to be executed by the CFO and delivered in connection with the delivery of the Bonds.

SECTION 42. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Council shall reasonably determine that it is in the best interests of the City to replace said Registrar or Paying Agent, the Council may, upon notice mailed to each owner of any Bond at his or her address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent. Any successor by merger with the Registrar and Paying Agent is automatically appointed as Registrar and Paying Agent hereunder without any further action of the Council, as long as the successor otherwise is qualified to act as Registrar and Paying Agent pursuant to this section. Any bank, trust company or national banking association into which the

Registrar and/or Paying Agent or its successor may be converted, merged or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust business shall be the successor of the Registrar and/or Paying Agent under this Instrument with the same rights, powers, duties and obligations and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 43. Delegated Powers. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. The printing of the Bonds, including, without limitation, and if appropriate, a statement of insurance, if any;

B. The printing, distribution and execution of the final official statement for the Bonds (the "Final Official Statement") in substantially the form now before the Council, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent with this Ordinance, and are approved by the execution of the Final Official Statement by the officials designated in the Final Official Statement

C. The execution of such certificates and agreements as may be reasonably required by the Purchaser, relating, inter alia, to:

(1) the signing of the Bonds,

(2) the tenure and identity the officials of the City,

(3) the assessed valuation of the taxable property in and the indebtedness of the City,

(4) the rate of General Taxes levied against taxable property in the City,

(5) the exclusion from gross income for federal income tax purposes of interest on the 2011A Bonds,

(6) the delivery of the Bonds and the receipt of the Bond purchase price,

(7) the accuracy and completeness of any information provided in connection with the Bonds, including information contained in the Official Statement,

(8) if it is in accordance with the fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

(9) the execution of the Disclosure Certificate and any agreement related to the Registrar and Paying Agent for the Bonds not inconsistent with the provisions of this ordinance; and

D. The assembly and dissemination of financial and other information concerning the City and the Bonds.

SECTION 44. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the owner or owners of the Bonds; and this Ordinance, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 45. Implied Repealer. All ordinances, resolution bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolutions, bylaw or order, or part hereof, heretofore repealed.

SECTION 46. Publication. When first proposed, this Ordinance must be read to the Council by title and referred to a committee for consideration, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper, printed, published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF LAS VEGAS OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BONDS, SERIES 2011A AND SERIES 2011B (TAXABLE) IN THE COMBINED AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $36,500,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING BUILDING PROJECTS, REDEVELOPMENT PROJECTS, FIRE PROTECTION PROJECTS AND STREET PROJECTS; PROVIDING DETAILS CONCERNING THE BONDS, THE PROJECT AND GENERAL TAX PROCEEDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed on the October 19, 2011, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas held on November 2, 2011.

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

SECTION 47. Publication After Adoption. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Councilmembers voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper printed, published and having a general circulation in the City, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF ADOPTION OF ORDINANCE)

ORDINANCE NO. __
(of Las Vegas, Nevada)

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF LAS VEGAS OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BONDS, SERIES 2011A AND SERIES 2011B (TAXABLE) IN THE COMBINED AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $36,500,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING BUILDING PROJECTS, REDEVELOPMENT PROJECTS, FIRE PROTECTION PROJECTS AND STREET PROJECTS; PROVIDING DETAILS CONCERNING THE BONDS, THE PROJECT AND GENERAL TAX PROCEEDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on October 19, 2011, and was passed at the meeting held on November 2, 2011, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the 5th day of November, 2011, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this November 2, 2011.

Attest:

/s/ Carolyn G. Goodman
Mayor

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication)

SECTION 48. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Adopted November 2, 2011.

(SEAL)

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

By: Val Steed 10-11-11
City Attorney

This Ordinance shall be in full force and effect from and after November 5, 2011, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss.**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced on October 19, 2011 and finally adopted and approved on November 2, 2011.

2. The following members of the Council were present at the October 19, 2011 Council meeting:

Mayor:
Councilmembers:

Those Absent: _____

_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on October 19, 2011, and referred to a committee composed of _____ _____ for recommendation; thereafter said committee reported favorably on said Ordinance on November 2, 2011, which was a regular meeting of said Council; that as said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the November 2, 2011 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:
Mayor:
Councilmembers:

Those Voting Nay: _____

_____

Those Absent: _____

_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings held on October 19, 2011 and November 2, 2011. Pursuant to NRS 241.020, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the City's website, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

(iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and

(v) Grant Sawyer Building

555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. A copy of such notice so given of the meeting of the Council on October 19, 2011 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on November 2, 2011 is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of the notice of deposit of ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of the adoption of the ordinance is attached to this certificate as Exhibit D.

8. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____, 2011.

_____
City Clerk

EXHIBIT A

(Attach Copy of Notice of October 19, 2011 Meeting)

EXHIBIT B

(Attach Copy of Notice of November 2, 2011 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Deposit of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.

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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.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-39 – Adopts a registration and maintenance program for vacant properties that are the subject of foreclosure and related proceedings. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt a registration and maintenance program for vacant properties that are the subject of foreclosure and related proceedings. Where vacant real property subject to a loan is in default and certain steps toward foreclosure have been taken, lenders with a security interest in the property will be required to register with the City and provide a limited level of ongoing maintenance of the property pending occupancy or ultimate disposition of the property.

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. 2011-39
2. Business Impact Statement

BILL NO. 2011-39

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT A REGISTRATION AND MAINTENANCE PROGRAM FOR VACANT PROPERTIES THAT ARE THE SUBJECT OF FORECLOSURE AND RELATED PROCEEDINGS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts a registration and maintenance program for vacant properties that are the subject of foreclosure and related proceedings.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16 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 33 and consisting of Sections 10 to 70, inclusive, reading as follows:

16.33.010: It is the purpose and intent of this Chapter to establish a program to reduce the amount of deteriorating real property located within the City, in particular, real property suffering from blight caused by the lack of adequate maintenance. The program includes a property registration requirement designed to assist in accomplishing the intent and purpose of this Chapter.

16.33.020: Unless the context otherwise requires, the following words and phrases used in this Chapter shall have the meanings ascribed to them:

"Default," with respect to a mortgage, means that the obligor under the mortgage has breached or is in default of a repayment or other obligation in connection with that mortgage.

"Foreclosure" means the process by which real property placed as security for the repayment of a loan is to be sold to satisfy the debt concerning which the borrower has defaulted.

"Mortgage" means a security interest in real property that is placed as security for the repayment of a loan, and includes a deed of trust.

"Mortgagee" means any person or firm who holds a security interest in real property to secure a loan, whether as the mortgagee of a mortgage or the beneficiary of a deed of trust.

"Notice of default," with respect to a mortgage, means that a default regarding that mortgage has occurred and a notice of breach or notice of default has been provided to the obligor thereof or has

been recorded in the County Recorder's Office.

"Specified property" means any parcel of vacant real property within the City that is subject to a mortgage and is either property:

(A) In foreclosure;

(B) Concerning which a notice of default has been filed; or

(C) Whose ownership has been transferred by any method to a lender, mortgagee or beneficiary of a deed of trust.

Once a parcel is no longer vacant, it shall not be considered "specified property" until it qualifies as such again under this definition.

"Vacant," with respect to real property, and "vacant real property" mean real property and improvements that are not presently occupied by persons lawfully entitled thereto. The term does not include real property that is unoccupied by reason of the temporary absence of lawful occupants who intend to return and resume occupancy.

16.33.030: (A) Any mortgagee who holds a mortgage on specified property shall, in connection with an actual or pending default by the mortgagor, inspect that property or cause it to be inspected. If the inspection reveals that the property is not being occupied by the mortgagor or by persons who are occupying the property with the mortgagor's consent, the mortgagee shall register the property with the Department of Building and Safety on forms to be provided by the Department, or with another designated department, person or entity on forms approved by the Department. In connection with that registration, the mortgagor shall also designate in writing a property manager to inspect, maintain and secure the property. A separate inspection, registration and designation is required for each specified property.

(B) Registration pursuant to Subsection (A) shall contain, at a minimum, the following information:

(1) The name and mailing address (no post office boxes) of the mortgagee.

(2) A direct contact name and phone number for purposes of contacting the mortgagee.

(3) The name, address and phone number of the property manager.

(4) The current disposition and occupancy status of the property.

(C) Any property manager designated pursuant to this Section must be located within Clark County and must be:

(1) A duly-licensed property management company or property preservation company; or

(2) A department or section of a mortgagee that is devoted to property management or preservation; or

(3) A service provider specifically employed by a mortgagee to provide property management or preservation within the City.

(D) The obligations listed in Subsection (A) shall be fulfilled within the following time frames:

(1) The property inspection must occur before notice of default or within ten days following.

(2) The property registration and designation of a property manager must occur no later than five days after the inspection.

(E) With respect to each specified property, the mortgagee and its designated property manager shall be responsible for inspecting and maintaining the property on a monthly basis until the parcel no longer qualifies under the definition of "specified property."

16.33.040: The City is authorized to charge a mortgagee a fee of two hundred dollars for each initial property registration required under this Chapter, and a fee of fifty dollars for each modification to a registration.

16.33.050: By means of contract, the City may assign and delegate to another person or entity the authority and responsibility to:

(A) Effect, collect and maintain registrations under LVMC 16.33.030; and

(B) Collect registration fees under LVMC 16.33.040.

16.33.060: (A) Specified property shall be maintained in accordance with applicable codes and ordinances, including without limitation ordinances pertaining to dangerous buildings, litter, and nuisance abatement. Insofar as there is existing or previously existing landscaping, all visible

landscaping in front and side yards shall be maintained to the neighborhood standard at the time registration was required. If no landscaping previously existed at the property in front and visible side yards, installation is not required under this Section.

(B) For purposes of this Section:

(1) "Landscaping" includes without limitation grass, turf stain, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. The term does not include weeds, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, mulch (unless applied in conjunction with reseeding of turf areas), indoor-outdoor carpet or any similar material.

(2) "Maintenance of landscaping" includes without limitation regular watering, irrigation, staining, re-staining, cutting, pruning and mowing of required landscaping and removal of all trimmings.

(C) Pools and spas located on specified property shall be kept in working order so the water remains clear and free of pollutants and debris or drained and kept dry. In either case, pools and spas must comply with the minimum security requirements applicable to pools and spas within the City.

(D) Specified property shall be maintained in a secure manner so as not to be accessible to unauthorized persons. Doors or all kinds, windows, gates and other openings that make the property accessible must be closed and locked so that a key, keycard, tool or special knowledge is necessary to gain access. Broken windows must be reglazed or boarded in accordance with applicable City standards.

(E) Specified property shall be posted with the name and contact phone number of the mortgagee or property manager. The posting shall be no less than eight and one-half inches by eleven inches and shall contain, along with the name and contact number, the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL" or similar. The posting shall be placed in a window adjacent to the entry door or attached to the exterior of the entry door. Exterior posting must be constructed of and printed with, or contained in, weather-resistant materials.

(F) With respect to any specified property, compliance with this Section shall be the joint responsibility of the mortgagee, the property manager, as well as the property owner.

16.33.070: (A) It is unlawful for a person or other responsible party under this Chapter to violate any provision of this Chapter.

(B) The provisions of this Chapter may be enforced by the Las Vegas Metropolitan Police Department, officers and employees of the Department of Building and Safety, and any other officer or employee designated by the City Manager.

(C) The provisions of this Chapter may be enforced by means of:

(1) Criminal prosecution;

(2) To the extent adaptable, the same civil process that is available under LVMC Chapter 9.04 for the abatement of nuisances; or

(3) Any other civil mechanism established by the City Council for use in connection with this Chapter.

(D) In addition to any enforcement remedy otherwise available, the Director of Building and Safety or a designee shall have the authority to require a responsible party to implement additional maintenance and/or security measures as may be reasonably required to arrest the decline of the property.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a

misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 10-10-11
_____
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. 2011-39
(Adopts a registration and maintenance program for vacant properties that are the subject of foreclosure and related proceedings)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-39, that will adopt a registration and maintenance program for vacant properties that are the subject of foreclosure and related proceedings.

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 businesses licensed by the City to engage in lending operations, as well as to groups representative of those businesses.

The summary of the responses received is included below in this business impact statement, which is available to interested persons. Two responses were received, one of which was primarily directed toward another jurisdiction's proposal. That response did include a comment about the City's proposal, namely, that the ordinance should not make failure to comply a crime. The other response raised a number of concerns with the language and concepts of the City's proposed ordinance, including that requiring lenders to register and to maintain properties might be in violation of, or inconsistent with, applicable loan documents and applicable laws on a number of grounds.

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 ordinance would put a regulatory obligation on lenders to register and maintain properties, something which has not been done currently or is being done voluntarily, and, according to one respondent, may put lenders into a difficult position legally

Beneficial effects:

The ordinance would help the City and lenders maintain properties in better condition during the foreclosure process

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:

The City plans to evaluate the responses received and consider making adjustments to the ordinance as deemed appropriate

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

Unable to be estimated at the present time

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Unable to be estimated at the present time, dependent on compliance

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:

Help offset the costs of monitoring and enforcement of the ordinance

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

Not applicable

Date: October 18, 2011

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-40 – Updates Chapter 6.60 of the Municipal Code pertaining to pawnbrokers to conform to recent changes in State law. (TXT-43293). Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
During this past legislative session, the Nevada Legislature adopted Assembly Bill 538, amending the provisions governing pawnbrokers to 1) increase the maximum interest that pawnbrokers may charge and 2) reduce the minimum period of time for retaining pawned items. This bill will amend the City's regulations to conform to AB 538.

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. 2011-40
2. Business Impact Statement

BILL NO. 2011-40

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE CHAPTER 6.60 OF THE MUNICIPAL CODE PERTAINING TO PAWNBROKERS TO CONFORM TO RECENT CHANGES IN STATE LAW, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Updates Chapter 6.60 of the Municipal Code pertaining to pawnbrokers to conform to recent changes in State law.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 60, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.60.090: Each receipt shall also have printed thereon, so as to be easily read, the [following:

(A) "Maximum Legal Interest Per Month 10%--Fee Permitted of Up to $5.00."

(B) "In the event of failure to pay the loan within 120 days from the date hereof, you shall thereby forfeit all right and title unto such pawned property to the pawnbroker who shall thereby acquire an absolute title to the same."] maximum interest chargeable under State law.

SECTION 2: Title 6, Chapter 60, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.60.160: Each pawnbroker shall post and maintain, in a prominent location within the confines of [his] the pawnshop, a printed sign [of not less than fifteen by twenty inches with, in clearly discernible red lettering of not less than two inches in size, on a white background, the following words: "Maximum interest allowed per month–ten percent plus a five dollar handling fee is also permitted."] indicating the maximum interest chargeable under State law. The sign shall be not less than fifteen by twenty inches in size, with the maximum interest rate indicated in clearly discernible red lettering of not less than two inches in size, on a white background.

SECTION 3: Title 6, Chapter 60, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.60.120: (A) Each pawnbroker shall retain [in his] possession [the] of any item of property pawned for at least [one hundred twenty] ninety days from the date of the pawn.

(B) Each pawnor has a right to redeem his or her property within the period of possession required in Subsection (A) of this Section. Property not so redeemed may be sold by the pawnbroker.

SECTION 4: Title 6, Chapter 60, Section 240, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in its entirety.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 10-10-11
_____
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. 2011-40
(Updates Chapter 6.60 of the Municipal Code pertaining to pawnbrokers to conform to recent changes in State law)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-40, that will update Chapter 6.60 of the Municipal Code pertaining to pawnbrokers to conform to recent changes in State law.

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.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

Not applicable

Beneficial effects:

Conform City ordinances to State law

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 than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

Not applicable

Date: October 10, 2011

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-42 – Updates provisions of the Municipal Code pertaining to the licensing and regulation of massage establishments. Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update provisions of the Municipal Code pertaining to the licensing and regulation of massage establishments. The updates are intended to be consistent with the regulations of local jurisdictions on the subject, as well as with State law.

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. 2011-42
2. Business Impact Statement

BILL NO. 2011-42

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE PROVISIONS OF THE MUNICIPAL CODE PERTAINING TO THE LICENSING AND REGULATION OF MASSAGE ESTABLISHMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Updates provisions of the Municipal Code pertaining to the licensing and regulation of massage establishments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 52, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.020: Unless the context otherwise requires, the following words, as they appear in this Chapter, shall have the meanings ascribed to them in this Section:

"Chair massage therapy" means massage therapy administered by a massage therapist to the neck, shoulders, back, arms, hands and feet of a fully clothed client utilizing a massage chair.

"Employee" means any massage therapist who is a bona fide employee of a massage establishment.

"Independent massage therapist" means a massage therapist who is not an employee of a massage establishment, is a sole practitioner, and hires no employees.

"Massage establishment" means any premises occupied and used for the purpose of performing massage therapy.

"Massage establishment licensee practitioner" means the licensee of a massage establishment who performs massage therapy.

"Massage therapist" means any person who, for consideration, performs any massage therapy as defined in this Section and has been licensed by the State to perform such services.

"Massage therapy" has the same meaning as set forth at NRS 640C.060.

"Outcall massage therapy" means any massage therapy given or provided off the premises of a licensed massage establishment by a massage therapist licensed by the City and State.

"Sexual activity" means any activity characterized as such by NRS 640C.700 or the regulations

adopted by the Nevada Board of Massage Therapists under NRS Chapter 640C.

"Specified anatomical area" means:

(1) Genitals;

(2) Pubic region;

(3) Buttocks, or

(4) Female breast.

SECTION 2: Title 6, Chapter 52, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.070: No massage establishment granted a license under the provisions of this Chapter, or principal, employee or agent thereof, shall place, publish or distribute or cause to be placed, published or distributed any advertisement, picture, or statement which is known or through the exercise of reasonable care should be known to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage therapy services. The prohibition in the preceding sentence includes a prohibition of any false, deceptive or misleading advertising regarding the services available within a massage establishment, including, without limitation, false, deceptive or misleading advertising regarding the training that a massage establishment licensee, principal or employee has received. All advertisements placed, published, distributed, disseminated or broadcast by a licensee shall contain the business license number.

SECTION 3: Title 6, Chapter 52, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.090: Each massage establishment [licensee shall display the establishment's license in an open and conspicuous place on the premises of the massage establishment. The City and State license of any person licensed under this Chapter to perform massage therapy must be carried on the licensee(s person whenever the licensee is performing massage therapy.] shall comply with the following requirements:

(A) At least one qualified person shall be on the premises of a massage establishment at all times the establishment is in operation. For purposes of the preceding sentence, a "qualified person" means a principal who has been approved for suitability pursuant to LVMC

6.06.060 or a manager who has been approved for suitability pursuant to that Section as in the case of a principal.

(B) Rates for all services shall be prominently posted:

(1) In the reception area in a location and manner readily visible to prospective and actual clients, for establishments in which all massage therapists charge the same rates; or

(2) In each room in which massage is performed, for establishments in which not all massage therapists charge the same rates.

(C) The licensee shall display the establishment's license in an open and conspicuous place on the premises of the massage establishment.

(D) The City and State license of any person licensed under this Chapter to perform massage therapy, whenever performing massage therapy at the massage establishment, must be:

(1) Carried on the licensee's person; or

(2) Displayed in an open and conspicuous place on the premises of the massage establishment.

(E) Each massage establishment licensee and massage therapist employed therein shall ensure that the specified anatomical areas of a client are covered during the performance of a massage; provided, however, that the covering requirement shall not apply to a specified anatomical area:

(1) The massage of which is permitted under NRS Chapter 640C and the regulations adopted thereunder; and

(2) For the duration of the massage of that area.

(F) Except as otherwise specifically permitted in connection with a special use permit issued to a massage establishment or by other action of the City Council, no person shall operate a massage establishment outside of the hours of 6:00 a.m. to 10:00 p.m.

SECTION 4: Title 6, Chapter 52, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.120: It is unlawful for a massage establishment licensee, or a principal or employee thereof,

provide to the Department evidence of a valid health permit or health card issued by the Health District, if [one is] and to the extent required by the Health District, and proof of temporary or permanent licensure by the Nevada Board of Massage Therapists.

SECTION 6: Title 6, Chapter 52, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.170: (A) The Director shall refer applications for a massage establishment license to Metro for investigation. Upon completion of the investigation, the Director shall refer an application for a massage establishment license to the City Council for approval, denial or such other action as the Council considers appropriate.

(B) The City Council may deny, revoke or suspend a massage establishment license for good cause, which includes but is not limited to[:

(1) The] the grounds set forth in LVMC 6.02.090 and 6.02.330 to 6.02.360, inclusive.[; or

(2) Two convictions of any person for solicitation of prostitution on the massage establishment premises within the preceding three-year period.]

SECTION 7: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Massage Establishment" so that the Conditional Use Regulations and Minimum Special Use Permit Requirements for that use read respectively as follows:

Conditional Use Regulations:

1. The use shall comply with all applicable requirements of LVMC Title 6.
2. The use must be located on a secondary thoroughfare or larger.
3. The use may not be located within 400 feet of any church, synagogue, school, City park, child care facility, or any parcel zoned for residential use.
4. The use may not be located within 1000 feet of any other massage establishment.
5. The hours of operation shall be limited to the period between [8:00] 6:00 a.m. and [9:00] 10:00 p.m.

Minimum Special Use Permit Requirements:

to do any of the following[:] within a massage establishment:

(A) [Within a massage establishment, engage] Engage in or solicit sexual activity during the course of performing massage therapy on a person, with or without the consent of the person;[, including, without limitation, if the licensee, principal or employee:

(1) Made sexual advances toward the person;

(2) Requested sexual favors from the person; or

(3) Massaged, touched or applied any instrument to the breasts of the person, unless the person has signed a written consent form provided by the Nevada Board of Massage Therapists;]

(B) [Within a massage establishment, allow] Allow a massage therapist to engage in or solicit sexual activity in violation of Subsection (A) of this Section;

(C) [Engage in false, deceptive or misleading advertising regarding the services available within a massage establishment, including, without limitation, false, deceptive or misleading advertising regarding the training that a massage establishment licensee, principal or employee has received.] Utilize any audio or video recording device for any purpose in a room where massage therapy is being performed;

(D) Equip with tinted glass or two-way mirrors any room that a client may occupy;

(E) Perform massage therapy within any cubicle, room, booth or other area of the establishment which is fitted with a door that is capable of being locked, unless:

(1) That door is an exterior door; or

(2) With respect to a room that is leased or otherwise made available to a massage therapist who is an independent contractor, the door is locked only from the outside thereof by means of an exterior lock employed solely for security purposes while the room is not being occupied.

(F) Utilize any electronic locking device on any interior door.

SECTION 5: Title 6, Chapter 52, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.160: An applicant for a license [to perform massage therapy] under this Chapter shall

1. The use shall comply with all applicable requirements of LVMC Title 6.

2. The use must be located on a secondary thoroughfare or larger.

3 The use may not be located within 400 feet of any church, synagogue, school, City park, child care facility, or any parcel zoned for residential use.

4. The use may not be located within 1000 feet of any other massage establishment.

5. The hours of operation shall be limited to the period between [8:00] 6:00 a.m. and [9:00] 10:00 p.m., unless further limited by the City Council on a case-by-case basis.

SECTION 8: For purposes of Section 2.100(3) of the City Charter, LVMC 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 9: 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 10: 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 11: 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 10-19-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-42
(Updates provisions of the Municipal Code pertaining to the licensing and regulation of massage establishments)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-42, that will update provisions of the Municipal Code pertaining to the licensing and regulation of massage establishments.

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 massage-related licensees. A number of responses were received. The responses concerning business impact that were received from representatives of businesses are summarized below, which summary is available to interested persons as part of this statement:

A. It is too costly and burdensome to require a massage establishment to have onsite at all times a manager or other person who has been the subject of a background investigation.

B. The requirement to post rates at a prominent location within an establishment is unwarranted and troublesome in a location where independent therapists each charge their own rates rather than there being only one rate schedule for all therapists.

C. The requirement to carry for each therapist to carry on his or her person the therapist's licenses while performing a massage is burdensome for therapists who work in only one room.

D. The requirement that no room in which massage is performed may have a door equipped with a lock (other than an exterior door) is burdensome for therapists who lease or otherwise occupy rooms and who use the room when not occupied for the storage or safekeeping of therapist or client valuables.

NOTE: Comments were also received: 1) regarding the ordinance's effects on locations from a land use perspective, 2) indicating that it would be burdensome to require establishments and therapists to obtain a health permit, and 3) indicating that it would be burdensome to prohibit the massage of buttocks and breasts, in cases where massage of those areas is appropriate. However, when read correctly, the ordinance does not alter the rules regarding locations, does not require health permits except if and as required by the Health District, and does not permit or prohibit the massage of any particular body part on any different basis than State law and regulations. As to the last item, in circumstances where the massage of buttocks or breasts is permitted by State law and regulations, that massage activity is also permitted under this ordinance. Some clarification of the ordinance language on that point will be undertaken.

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 ordinance would require operational and facility changes for some licensees

Beneficial effects:

The ordinance will provide more consistency with other Southern Nevada area ordinances, as well as with applicable State law

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:

Consideration was given to reducing or clarifying requirements regarding the posting of rates, the display of licenses, the locking capacity of massage room doors, and the draping of client areas being massaged. Modifying language to address those concerns was added. Consideration was also given to relaxing or eliminating the requirement to have on-site at all times a manager or other person who has undergone a background investigation, but it was determined not to make a corresponding change in the ordinance before it is introduced

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

Not applicable

Date: October 18, 2011

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-43 – Updates Chapter 6.69 of the Municipal Code pertaining to the licensing and regulation of reflexology. Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update provisions of the Municipal Code pertaining to the licensing and regulation of reflexology. The updates are intended to make the City's regulations more consistent with those governing massage therapy.

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. 2011-43
2. Business Impact Statement

BILL NO. 2011-43

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE CHAPTER 6.69 OF THE MUNICIPAL CODE PERTAINING TO THE LICENSING AND REGULATION OF REFLEXOLOGY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Updates Chapter 6.69 of the Municipal Code pertaining to the licensing and regulation of reflexology.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 69, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.010: Unless the context otherwise requires, the following words, as they appear in this Chapter, shall have the meanings ascribed to them in this Section:

"Employee" means any person who performs reflexology as a bona fide employee of a reflexology business.

"Outcall service" means reflexology given or provided off the premises of a licensed reflexology business.

"Reflexology" means a method of using the hands, thumbs or fingers to apply specific pressure to reflex points located in the hands, feet or ears.

"Sexual activity" means:

(1) Sexual intercourse;

(2) Rubbing against a client for sexual gratification;

(3) Making sexual advances toward a client;

(4) Demanding or requesting sexual favors from a client;

(5) Kissing, hugging, touching, fondling or caressing of a sexual nature;

(6) Encouraging masturbation or any other sex act in the presence of a licensee or other person performing reflexology;

(7) Masturbation or any other sex act by the licensee or other person performing

reflexology;

(8) Suggesting or discussing the possibility of beginning a sexual relationship before the professional relationship ends;

(9) Terminating the professional relationship with the client for the purpose of pursuing a sexual relationship;

(10) Discussing the sexual history, preference or fantasies of the licensee or other person performing reflexology;

(11) Any behavior, gesture or expression that may reasonably be interpreted as seductive or sexual; or

(12) Showing a client sexually explicit photographs.

"Specified anatomical area" means:

(1) Genitals;

(2) Pubic region;

(3) Buttocks, or

(4) Female breast.

SECTION 2: Title 6, Chapter 69, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.020: This Chapter does not apply to:

(A) The following persons while engaged in their respective professions or occupations for which they are licensed to practice or perform in Nevada, if [they do not hold themselves out to the public as reflexologists and] their performance of reflexology is only in connection with their profession or occupation:

(1) Physicians, doctors of oriental medicine, surgeons, chiropractors, osteopaths or physical therapists, and persons directly under their control and supervision.

(2) Registered nurses.

(3) Barbers, hairdressers and cosmeticians.

(4) Massage therapists licensed under the provisions of LVMC Chapter 6.52.

(B) Participants in a student clinic program certified by the State of Nevada, [Department of Education,] but only to the extent that an instructor is present[.] at the location of the clinic program.

SECTION 3: Title 6, Chapter 69, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.060: Each applicant for a license to perform a reflexology business shall submit, in connection with the license application, one of the following issued in the applicant's favor:

(A) A diploma or certification issued by a duly licensed school of reflexology:[, the]

(1) Which is accredited by an independent national reflexology association; and

(2) Whose curriculum [of which] includes a minimum of one hundred ten hours of instruction covering theory, history, application, anatomy and physiology corresponding to reflexology, business practices, and knowledge of pertinent State and local laws; and a minimum of ninety hours of practicum; or

(B) A certification from an independent national reflexology testing entity which is not aligned with any school, training program or membership.

SECTION 4: Title 6, Chapter 69, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.100: (A) Each reflexology establishment shall obtain and maintain a valid health permit issued by the Health District.

(B) Each licensee who performs reflexology shall maintain in his or her possession and in force at all times a current valid health card issued by the Health District.

SECTION 5: Title 6, Chapter 69, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.110: It is unlawful for any [reflexology business licensee under this Chapter] licensee, principal or employee of a reflexology establishment to:

(A) Operate from a residentially zoned location except in compliance with LVMC Title 19;

(B) Dispatch any person to perform outcall service unless that person is an employee of, or has been contracted by, the licensee and is licensed to perform reflexology under this Chapter;

(C) Perform massage as defined in LVMC Chapter 6.52 unless the licensee possesses a valid unexpired license to do so at the location in question;

(D) Advertise as a massage establishment, outcall entertainment service, or other business in a manner which would be deceptive to members of the community; [or]

(E) Employ to perform massage, as defined in LVMC Chapter 6.52, any massage therapist or independent massage therapist who is licensed as such under that Chapter, unless the holder of the reflexology business license also possesses a valid unexpired massage establishment license under that Chapter[.];

(F) Engage in sexual activity with, or solicit sexual activity from, a client in connection with the performance of reflexology;

(G) Allow a person to engage in or solicit sexual activity in violation of Subsection (F) above;

(H) Engage in false, deceptive or misleading advertising regarding the services available within a reflexology establishment, including, without limitation, false, deceptive or misleading advertising regarding the training that a reflexology establishment licensee, principal or employee has received;

(I) Utilize any audio or video recording device for any purpose in a room where reflexology is being performed;

(J) Fondle or touch with any part of the body, or allow any other person to fondle or so touch, any specified anatomical area of a client; or

(K) Require or allow a client to remove any article of clothing, other than outerwear or clothing items whose removal is necessary for the performance of reflexology.

SECTION 6: Title 6, Chapter 69, 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 120, reading as follows:

6.69.120: The following requirements apply to all reflexology establishments:

(A) Every reflexology establishment and all licensed reflexologists shall post the licenses required by this Chapter in a prominent place in the reception area of the establishment.

(B) The licensee, or a person designated by the licensee of a reflexology establishment, shall maintain a current register of all persons employed by the establishment as reflexologists and their license numbers. Such register shall be open for inspection by agents of the Department, Metro and the Health District at all times the establishment is open for the conduct of business.

(C) At least one qualified person shall be on the premises of a reflexology establishment at all times the establishment is in operation. For purposes of the preceding sentence, a "qualified person" means a principal who has been approved for suitability pursuant to LVMC 6.69.070 and 6.69.080 or a manager who has been approved for suitability pursuant to those Sections as in the case of a principal.

(D) Rates for all services shall be prominently posted in the reception area in a location and manner readily visible to prospective and actual clients.

(E) Each reflexologist shall wear a uniform similar in nature and appearance to medical scrubs.

(F) Exterior windows shall not be tinted or covered in any manner that prevents a view of the inside of the establishment from the exterior.

(G) All front reception, hallway and front exterior doors (except back or rear exterior doors used only for employee entrance to and exit from the reflexology establishment) shall be kept unlocked during business hours. No electronic locking device may be utilized on any interior door.

(H) No reflexology may be performed within any cubicle, room, booth or other area of the reflexology establishment which is fitted with a door, unless that door is an exterior door. Establishments in existence on the effective date of the ordinance codified in part in this Section must comply with this section by removing doors to rooms or areas where reflexology is performed, and the doorways shall remain unobstructed.

(I) Reflexology establishments licensed after the effective date of the ordinance codified in part in this Section shall provide or permit reflexology only within an unenclosed room defined by walls not taller than three feet in height, as measured from the finished floor of the occupied space.

(J) Except as otherwise specifically permitted by action of the City Council, no person shall operate a reflexology establishment or perform reflexology for consideration (whether outcall service or otherwise) outside of the hours of 6:00 a.m. to 10:00 p.m.

SECTION 7: Title 6, Chapter 69, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.130: It is unlawful for any licensee, employee, or person contracted by a licensee to:

(A) Use [lotions, creams or] mechanical devices in performing reflexology; or

(B) Diagnose or treat for specific diseases; practice spinal or other joint manipulations; prescribe or adjust medication; or prescribe or administer vitamins.

SECTION 8: Title 6, Chapter 69, 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 150, reading as follows:

6.69.150: Licenses issued under this Chapter are nontransferable.

SECTION 9: 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 10: 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 11: 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 10-18-11
_____
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. 2011-43
(Updates Chapter 6.69 of the Municipal Code pertaining to the licensing and regulation of reflexology)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-43, that will update Chapter 6.69 of the Municipal Code pertaining to the licensing and regulation of reflexology.

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 reflexology-related licensees. No responses from licensees 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:

The ordinance may require operational and facility changes for licensees

Beneficial effects:

The ordinance will provide more consistency with other area ordinances, as well as with applicable State law

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 than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

Not applicable

Date: October 18, 2011

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 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.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 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 3204 Theresa Avenue for fees in the amount of $1,815.25 (General Fund) and assess a maximum of $38,000 in daily civil penalties. PROPERTY OWNER: JOSE LUIS ALCANTARA-GARCIA - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,815.25
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to board all open doors and windows, remove 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 $45,300.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $775 invoice for Weaver Construction, $116.25 administrative fee, and $924 in reinspection fees (including late fees) for a total of $1,815.25 to be recorded immediately, and consider assessing a maximum of $38,000 in daily civil penalties to be recorded on or after July 2, 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: November 2, 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 3204 Theresa Avenue for fees in the amount of $1,815.25 (General Fund) and assess a maximum of $38,000 in daily civil penalties. PROPERTY OWNER: JOSE LUIS ALCANTARA-GARCIA – Ward 3 (Coffin)

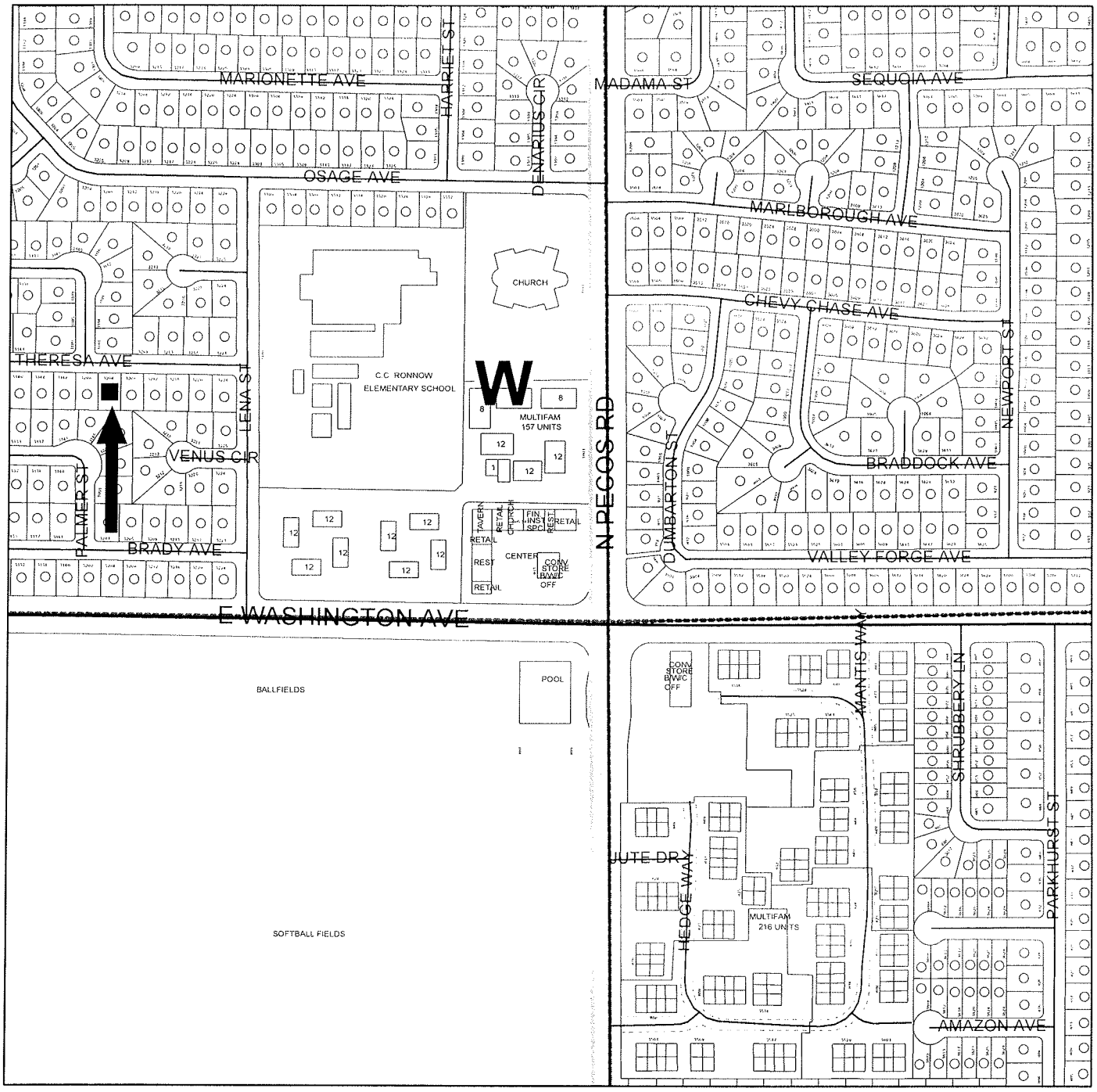
Weaver Construction completed work on September 15, 2011 at a cost of $775; $924 in reinspection fees (w/late fees); plus a 15% administrative fee for a total of $1,815.25.

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.

3204 THERESA AVENUE
CROSS STREETS - PECOS//WASHINGTON

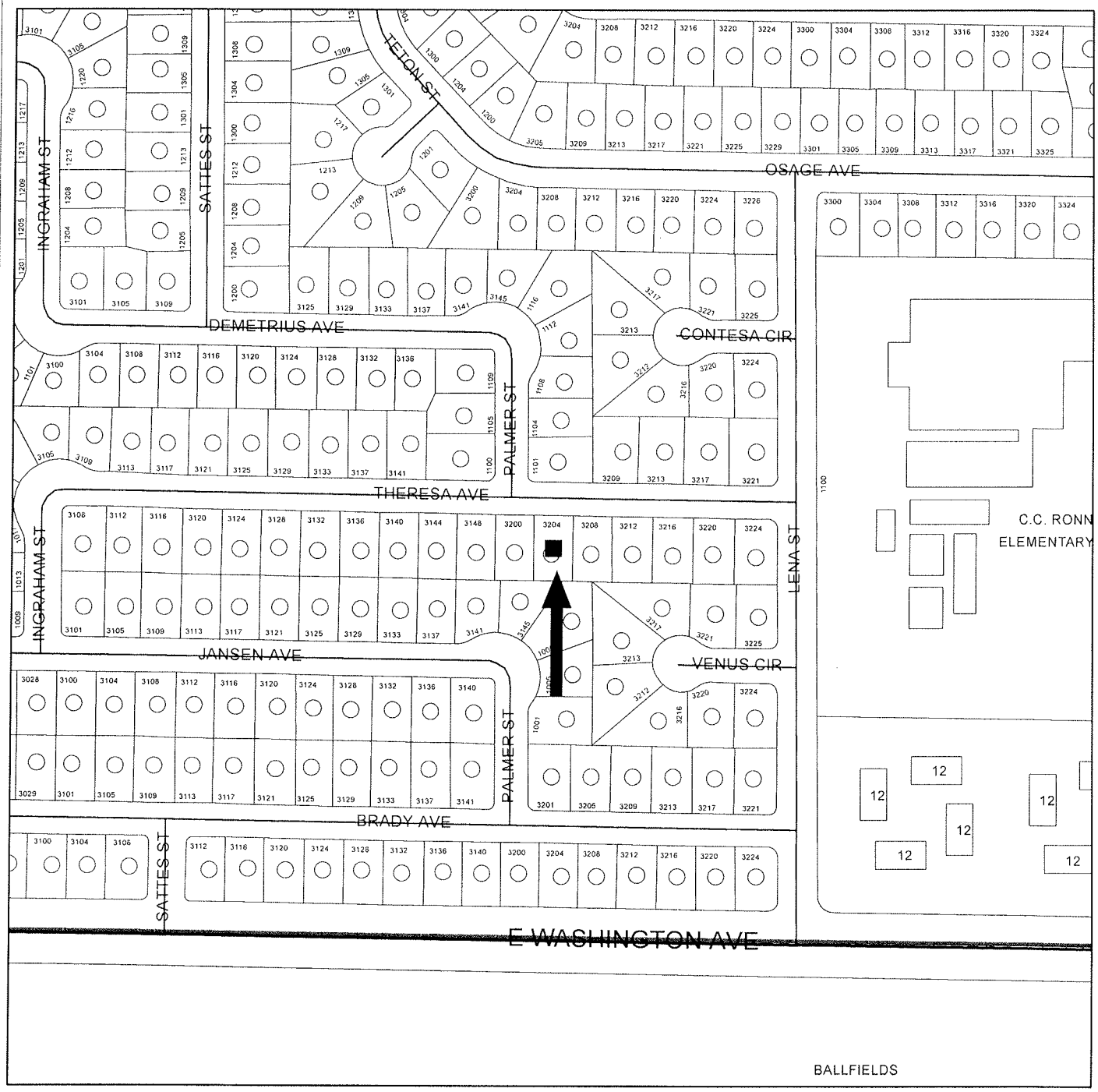
City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

3204 THERESA AVENUE
CROSS STREETS - PECOS//WASHINGTON

City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: October 13, 2011

Re: Report of Expenses for the abatement of nuisance located at 3204 Theresa 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 doors and windows, removing all trash, debris, dead vegetation, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on September 15, 2011 at a cost of $775.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$100.00
Remove all trash, debris, and dead vegetation.	$200.00
Remove all high grass and weeds, and apply herbicide.	$475.00
AMOUNT DUE:	$775.00
Administrative Processing Fee:	$116.25
Sub-Total:	$891.25
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$1,815.25**
Daily Civil Penalties – 76 days @ $500 a day (including civil penalty fees already assessed) July 2, 2011 to September 15, 2011	**$38,000.00**
MAXIMUM TOTAL:	**$39,815.25**
OWNER OF RECORD	JOSE LUIS ALCANTARA-GARCIA
PROPERTY ABATED:	3204 Theresa Avenue
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-25-612-062
LEGAL DESCRIPTION:	COLLEGE PARK #23 AMD
	PLAT BOOK 8 PAGE 50
	LOT 30 BLOCK 4

VRO:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

NOVEMBER 2, 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, NOVEMBER 2, 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 **3204 Theresa Avenue – Case No. 102083**. The Director of Building and Safety certifies that the sum of **$1,815.25** was expended and Civil Penalties in the sum of **$38,000.00** may be imposed for a total of **$39,815.25**. Owner of record at time of abatement: **JOSE LUIS ALCANTARA-GARCIA – 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 # 102083

3204 THERESA AVE - Map # 02327-47 Parcel 13925612062

Owner Information:

ALCANTARA-GARCIA JOSE LUIS
3204 THERESA AVE
LAS VEGAS, NV 89101-1707

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Roof is lifted off home. Dead/overgrown vegetation.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: May 18, 2011

Ward: 3

Date Case Resolved: September 20, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AN-003: 9.04.010 (4) REFUSE & WASTE
5/19/11 OPEN All areas
Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
5/19/11 OPEN All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain. Apply ample herbicide to deter regrowth.

Chronology of Events:

May 19, 2011 **Insp#: 1128866**

17) The residence is securely boarded, high weeds and windblown trash. Apply ample herbicide to deter regrowth. cn1 to bank not sent in error. Research shows - should to be to Saxon - called 817-665-7966 Renee Tello and left message asking if this was on their inventory. Already one lien on property. ext to 6/7

May 19, 2011 **CORRECTION NOTICE ISSUED**

June 06, 2011 **PHONE CALL**

17) Spoke with Joyce at Saxon Mtg 817-852-2197, she is investigating to see if they find any mortgage company with interest in property. There's was a second. Last known for first Wilshire Credit.

June 07, 2011 **Insp#: 1129351**

17) No change in condition, CN sent to all mtg cpompanies to attempt to find responsible party.

June 13, 2011 **Insp#: 1136242**

17) No change in condition, found alternate address in NLV. If no response will do N&O. CN mailed to: Jose Alcantara-Garcia
3644 Tuscany Ridge Ct
N Las Vegas, NV 89032-0829 with request to call me. Jose called me back from 722-6775 (alternate 622-8687), he stated he gave property back to bank as part of BK and foreclosure. Told him websites say foreclosure was rescinded. He will research and call me next wk.

June 20, 2011	**Insp#: 1139150**
	17) Pix, switch to N&O.
June 21, 2011	**NOTICE AND ORDER REQUEST**
	17) tO 21
June 22, 2011	**NOTICE AND ORDER PROCESSING**
	21)REFER TO 17 FOR POSTING MAILINGS DONE
June 22, 2011	**NOTICE AND ORDER ISSUED**
June 23, 2011	**Insp#: 1142124**
	17) No change in condition, N&O posted, cb 7/5
June 28, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 6/22/11
July 13, 2011	**Insp#: 1144129**
	17) Pix, no change, residence remains secure, go to bid for weeds and litter.
July 20, 2011	**BID REQUEST BY OFFICER**
	21)refer file to office staff JR for bids
July 25, 2011	**BID PREPERATION**
	Bid prep.
July 25, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 8-1.
August 02, 2011	**BID REQUEST SENT**
	No bids received: Rebid. Quotes due 08-09-11.
August 17, 2011	**BID RECEIVED**
	Recorded & Scanned bids received: 1)Weaver=$775; 2)Blast=$800
August 17, 2011	**ADMINSTRATIVE**
	Bid approval given to #21.
August 17, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #17 for posting.
August 17, 2011	**Insp#: 1151464**
	17) Still awaiting 10-day, email to Jennifer.
August 17, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
August 18, 2011	**Insp#: 1165883**
	17) 10-day posted, no change in condition,
August 29, 2011	**Insp#: 1166803**
	17) Pix, no change, award bid.
September 05, 2011	**REVIEW**
	19) Case reviewed and approved to proceed with abatement. File to JR to obtain PO & Award Bid

September 06, 2011	**ADMINSTRATIVE**
	PO requested. Pending #19 approval.
September 07, 2011	**BID AWARDED TO CONTRACTOR**
	Award Letter sent to Weaver. Pending start date.
September 15, 2011	**Insp#: 1170230**
	21)high weeds, minor litter, rear window open accessible. pre photos taken.
September 19, 2011	**VIDEO REQUEST**
	Video request given to #21.
September 20, 2011	**POST-ABATEMENT VIDEO**
	21)no video- post photos in 21 folder depot
September 20, 2011	**ADMINSTRATIVE**
	Recorded & scanned invoice. File given to #19
September 20, 2011	**Insp#: 1181126**
	21)property clean,secure- windows boarded/painted. weeds litter removed all yards/ close
September 26, 2011	**PRE-ABATEMENT VIDEO**
	21)no video- pre photos in f drive- property has high weeds, litter all yards. rear window accessible.

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/07/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/20/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/20/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/13/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	07/13/2011	
LATE FEE	$12.00	U	07/22/2011	
LATE FEE	$18.00	U	08/04/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	08/18/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/18/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/29/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	08/29/2011	
NUISANCE ABATEMENT FEE	$775.00	U	09/20/2011	
ADMINISTRATIVE	$116.25	U	09/20/2011	

Total Amount Due: **$3,211.25**

Total Amount Paid: **$** **-**

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	8/9/11

Bid Amount: 775.00
Bid Award Date: 9/7/11
Contractor Start Date:

Description:

Board open doors/windows. Remove high grass/weeds. Herbicide. Remove refuse/waste.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	NA	8/9/11

Bid Amount: 800.00
Bid Award Date:
Contractor Start Date:

Description:

Board open doors/windows. Remove high grass/weeds. Herbicide. Remove refuse/waste.

APN 139-25-612-062

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOSE LUIS ALCANTARA-GARCIA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-25-612-062**
Commonly known as: **3204 Theresa Avenue**
Legal Description: **COLLEGE PARK #23 AMD**
PLAT BOOK 8 PAGE 50
LOT 30 BLOCK 4

On **September 15, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$1,815.25** 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 **$38,000.00** 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 **November 2, 2011** ordered the above Actual Cost in the amount of **$1,815.25**, 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 **$38,000.00** be assessed against the property by recording a Lien of Assessment on or after **July 2, 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 #102083

APN 139-25-612-062

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOSE LUIS ALCANTARA-GARCIA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-25-612-062**
Commonly known as: **3204 Theresa Avenue**
Legal Description: **COLLEGE PARK #23 AMD**
PLAT BOOK 8 PAGE 50
LOT 30 BLOCK 4

On **September 15, 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 **$38,000.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **November 2, 2011** ordered the above charges in the amount of **$38,000.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

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)
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 #102083

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 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 5120 Silent Hope Avenue for fees in the amount of $2,640 (General Fund) and assess a maximum of $31,500 in daily civil penalties. PROPERTY OWNER: EVELYN SOSATOLEDO - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,640
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to remove all high vegetation, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $457,300.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,320 invoice for Weaver Construction, $198 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $2,640 to be recorded immediately, and consider assessing a maximum of $31,500 in daily civil penalties to be recorded on or after July 16, 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: November 2, 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 5120 Silent Hope Avenue for fees in the amount of $2,640 (General Fund) and assess a maximum of $31,500 in daily civil penalties. PROPERTY OWNER: EVELYN SOSATOLEDO – Ward 6 (Ross)

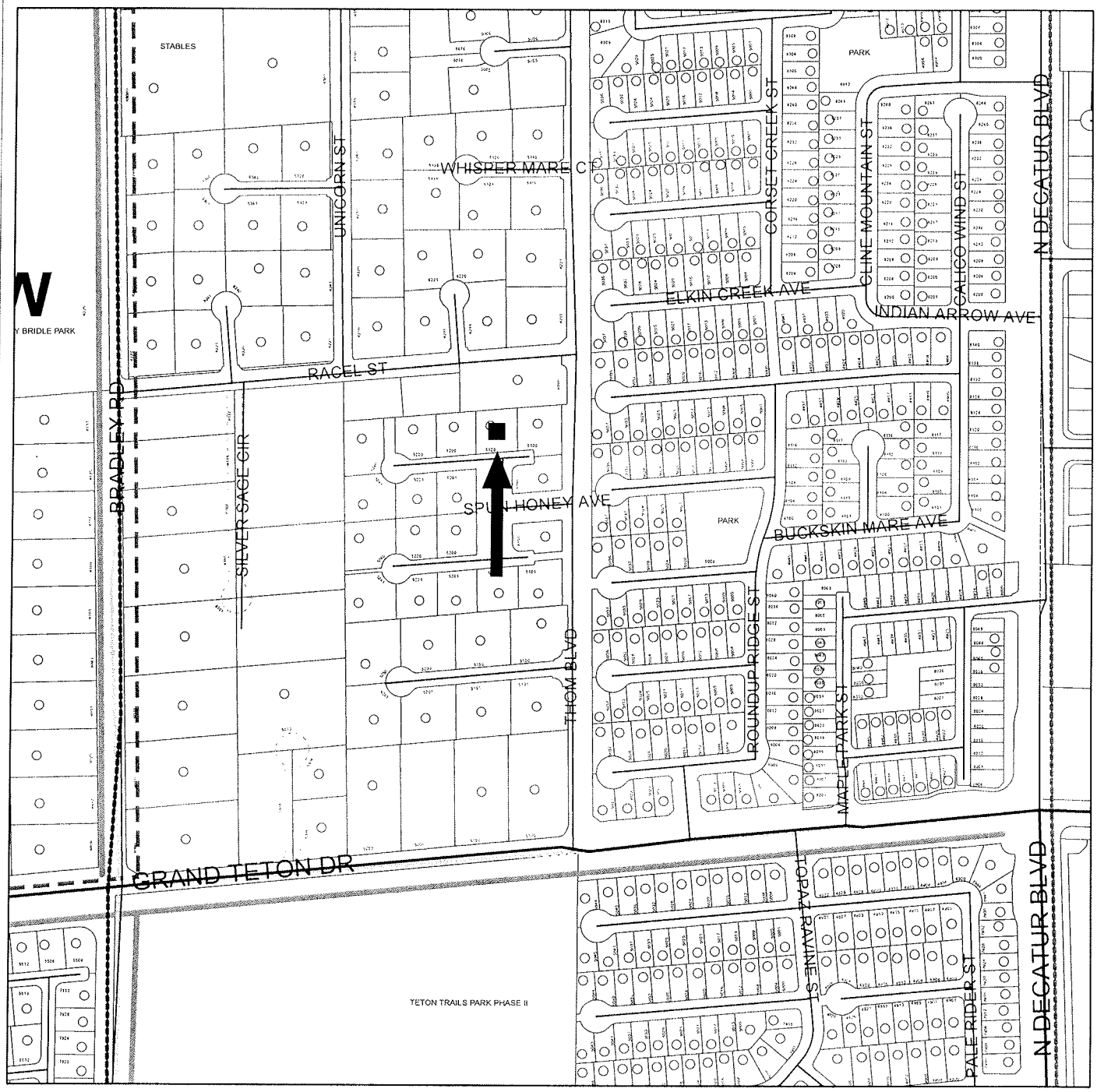
Weaver Construction completed work on September 16, 2011 at a cost of $1,320; $1,122 in reinspection fees (w/late fees); plus a 15% administrative fee for a total of $2,640.

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.

5120 SILENT HOPE AVENUE
CROSS STREETS - RACEL//THOM

City of Las Vegas Vicinity Map



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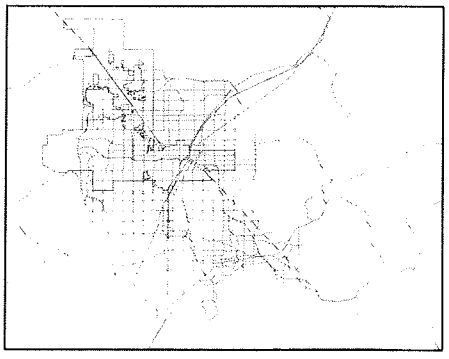
0 220 440 880 Feet



GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

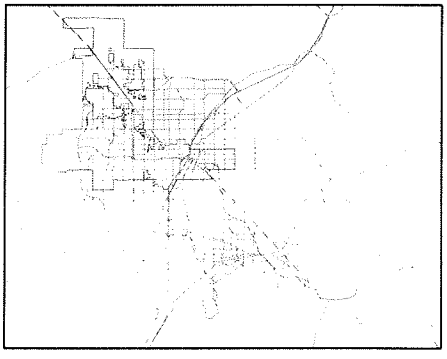
PLANNING & DEVELOPMENT

5120 SILENT HOPE AVENUE
CROSS STREET - RACEL//THOM

City of Las Vegas Vicinity Map

N

0 125 250 500 Feet



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Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: October 13, 2011

Re: Report of Expenses for the abatement of nuisance located at 5120 Silent Hope Avenue - Ward 6 (Ross)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all high vegetation, and applying herbicide. The abatement was completed by Weaver Construction on September 16, 2011 at a cost of $1,320.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all high vegetation.	$1,045.00
Apply herbicide.	$275.00
AMOUNT DUE:	$1,320.00
Administrative Processing Fee:	$198.00
Sub-Total:	$1,518.00
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$2,640.00**
Daily Civil Penalties – 63 days @ $500 a day (including civil penalty fees already assessed) July 16, 2011 to September 16, 2011	**$31,500.00**
MAXIMUM TOTAL:	**$34,140.00**
OWNER OF RECORD	EVELYN SOSATOLEDO
PROPERTY ABATED:	5120 Silent Hope Avenue
	Las Vegas, NV 89131
ASSESSOR PARCEL:	125-12-812-003
LEGAL DESCRIPTION:	GRAND TETON & THOM
	PLAT BOOK 112 PAGE 30
	LOT 3 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

NOVEMBER 2, 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, NOVEMBER 2, 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 **5120 Silent Hope Avenue – Case No. 102656.** The Director of Building and Safety certifies that the sum of **$2,640.00** was expended and Civil Penalties in the sum of **$31,500.00** may be imposed for a total of **$34,140.00.** Owner of record at time of abatement: **EVELYN SOSATOLEDO – Ward 6 (Ross)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 102656

5120 SILENT HOPE AVE - Map # 01321-77 Parcel 12512812003

Owner Information:

SOSATOLEDO EVELYN
5120 SILENT HOPE AVE
LAS VEGAS, NV 89131-5214

Zoning Information: R-PD2(RES PLANNED DEV (2/ACRE))

Case Comments: These properties are vacant and present neighborhood code violations in that there is junk, trash, debris and overgrown dead vegetation and appears to present a fire hazard.

Case #102245 was recently closed on 5/26/11.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 07, 2011

Ward: 6

Date Case Resolved: September 21, 2011

Source: WEB

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AN-006: 9.04.010(7)(A) HIGH VEGETATION
6/13/11 OPEN All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

June 13, 2011 **Insp#: 1136142**

34) House vacant, power off. Front yard- all rock, light amount of weeds. Light amount of dead shrubs, not a fire hazard. East side yard, rear yard- high grass/weeds. No refuse/waste. Post correction notice, call back 6-27. Mailed copy to owner at property & sewer address P.O. Box 709 Seguin, TX.

June 13, 2011 **CORRECTION NOTICE ISSUED**

June 27, 2011 **Insp#: 1139071**

34) Still high weeds. Photos. $120 fee. Go to Notice & Order

June 29, 2011 **NOTICE AND ORDER REQUEST**

34) Gave case to 19 for Notice & Order review.

July 04, 2011 **NOTICE AND ORDER ISSUED**

July 05, 2011 **NOTICE AND ORDER PROCESSING**

N&O sent. File given to #34.

July 06, 2011 **Insp#: 1145094**

34) Post Notice & Order. Still high weeds. Photos. $180 + $150 fee. Call back 7-18.

July 13, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 7/6/11
July 18, 2011	**Insp#: 1148897**
	16) Weeds remain. Pictures, fail, fee. Proceed with abatement. cb 8-8
July 20, 2011	**BID PREPERATION**
	Bid prep.
July 20, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 7-26
July 27, 2011	**BID RECEIVED**
	Recorded & Scanned bid received: 1) Weaver=$1320
July 27, 2011	**ADMINSTRATIVE**
	Bid approval given to #19.
July 27, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #16 for posting.
July 27, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
July 28, 2011	**Insp#: 1152764**
	32) 7-28-11 posted 10 day before abatement on garage. took pictures failed today C/B 8-11
August 16, 2011	**Insp#: 1157886**
	16) Weeds remain, pictures, fail, fee. Refer back to 19 for bid award. CB 8-30
August 25, 2011	**PROCEED WITH ABATEMENT**
	16)Pictures and case prepared, forward to 19 for bid award.
August 31, 2011	**RESEARCH**
	16)There are no defaults in MERS and the Default and ELection to sell that was recorded was rescinded on 3/4/2011. Copy of recision was to mailed to owner of record at this address.No other address for owner in Assessor screen.
September 05, 2011	**REVIEW**
	19) Case reviewed and approved to proceed with abatement. File to JR to obtain PO & Award Bid
September 06, 2011	**ADMINSTRATIVE**
	PO requested. Pending #19 approval.
September 07, 2011	**BID AWARDED TO CONTRACTOR**
	Award letter sent to Weaver. Pending start date.
September 13, 2011	**Insp#: 1165478**
	21)pre photos- high weeds, minor litter all yards
September 19, 2011	**VIDEO REQUEST**
	Video request given to #21.
September 20, 2011	**Insp#: 1176736**
	16) Post abatement pictures taken. return to 21
September 21, 2011	**Insp#: 1179130**
	16) 21 has reviewed the pictures, close case.

September 27, 2011 **ADMINSTRATIVE**

Recorded & scanned invoice. File given to #19

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/27/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/06/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	07/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/18/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	07/18/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/28/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/28/2011	
LATE FEE	$12.00	U	08/11/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/16/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	08/16/2011	
LATE FEE	$18.00	U	08/20/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/14/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/14/2011	
NUISANCE ABATEMENT FEE	$1,320.00	U	09/27/2011	
ADMINISTRATIVE	$198.00	U	09/27/2011	

Total Amount Due: **$4,518.00**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	7/26/11

Bid Amount: 1,320.00
Bid Award Date: 9/7/11
Contractor Start Date:

Description:

Remove high vegetation. Herbicide.

APN 125-12-812-003

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **EVELYN SOSATOLEDO**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **125-12-812-003**
Commonly known as: **5120 Silent Hope Avenue**
Legal Description: **GRAND TETON & THOM**
PLAT BOOK 112 PAGE 30
LOT 3 BLOCK 1

On **September 16, 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 **$2,640.00** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$31,500.00** 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 **November 2, 2011** ordered the above Actual Cost in the amount of **$2,640.00**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$31,500.00** be assessed against the property by recording a Lien of Assessment on or after **July 16, 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 #102656

APN 125-12-812-003

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **EVELYN SOSATOLEDO**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **125-12-812-003**
Commonly known as: **5120 Silent Hope Avenue**
Legal Description: **GRAND TETON & THOM**
PLAT BOOK 112 PAGE 30
LOT 3 BLOCK 1

On **September 16, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$31,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **November 2, 2011** ordered the above charges in the amount of **$31,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #102656

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43268 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: MCKELLAR DEVELOPMENT GROUP, INC. - OWNER: NWH II, LTD - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-23105) FOR A PROPOSED 126-ROOM HOTEL on the east side of Tenaya Way, approximately 530 feet north of Peak Drive (APN 138-15-612-013), C-PB (Planned Business Park) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SUP-23106
4. City Council Approval Letter for EOT-35842

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-43268 APN: 13815612013

Name of Property Owner: NWH II, LTD

Name of Applicant: McKellar Development Group, Inc.

Name of Representative: James A. McKellar Jr.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: James A. McKellar Jr.

Subscribed and sworn before me

This 14th day of September, 20 11

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
REBECCAH ALEXANDER
No. 03-85554-1
My Appointment Expires Dec 7 2011

RECEIVED
SEP 19 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit Extension of Time

Project Address (Location) Tenaya and Cascade Valley

Project Name Holiday Inn Express **Proposed Use** Hotel

Assessor's Parcel #(s) 13815612013 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-PB proposed C-PB

Commercial Square Footage 69722 **Floor Area Ratio** _____

Gross Acres 2.4 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER NWH II, LTD **Contact** James A. McKellar Jr.

Address 3340 S. Topaz Street, Suite 240 **Phone:** (702) 737-1312 **Fax:** (702) 737-1324

City Las Vegas **State** NV **Zip** 89121

E-mail Address kmenzel@mdgnv.com

APPLICANT McKellar Development Group, Inc. **Contact** Larry Yeoman

Address 3340 S. Topaz Street, Suite 240 **Phone:** (702) 737-1312 **Fax:** (702) 737-1324

City Las Vegas **State** NV **Zip** 89121

E-mail Address lyeoman@mdgnv.com

REPRESENTATIVE McKellar Development Group, Inc. **Contact** Larry Yeoman

Address 3340 S. Topaz Street, Suite 240 **Phone:** (702) 737-1312 **Fax:** (702) 737-1324

City Las Vegas **State** NV **Zip** 89121

E-mail Address lyeoman@mdgnv.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 James A. McKellar Jr.

Subscribed and sworn before me

This 14th day of September, 20 11.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
REBECCAH ALEXANDER
No. 03-85554-1
My Appointment Expires Dec 7, 2011

RECEIVED
SEP 19 2011
City of Las Vegas

FOR DEPARTMENT USE ONLY

Case #	EOT-43268
Meeting Date:	11/2/11 C.C.
Total Fee:	$300
Date Received:*	9/19/11
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

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
TDD 702 386 9108
www lasvegasnevada gov

September 21, 2007

Dr Doug Selby, City Manager
City Parkway V
400 Stewart Avenue
Las Vegas, Nevada 89101

RE. SUP-23106- SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 19, 2007
RELATED TO SDR-23105

Dear Dr. Selby

The City Council at a regular meeting held September 19, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED 126-ROOM HOTEL on the east side of Tenaya Way, approximately 530 feet north of Peak Drive (a portion of APN 138-15-612-003), C-PB (Planned Business Park) Zone The Notice of Final Action was filed with the Las Vegas City Clerk on September 20, 2007. This approval is subject to

Planning & Development

1 Conformance to all Minimum Requirements under LVMC Title 19.04 050 for Hotel use

2 Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-23106) shall be required.

3 This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site An Extension of Time may be filed for consideration by the City of Las Vegas

4 All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crelli
Deputy City Clerk II for
Beverly K Bridges, CMC, City Clerk

cc See Attached List

EOT-43268

cc Planning and Development Dept
Development Coordination-DPW
Dept of Fire Services

Mr. Larry Yoeman
McKellar Development Group, Inc.
3340 South Topaz Street, Suite #240
Las Vegas, Nevada 89121

EOT-43268

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

October 22, 2009

Mr. James McKellar, Jr.
N.W.H. II, Ltd
3340 South Topaz Street, #240
Las Vegas, Nevada 89121

RE: EOT-35842 - EXTENSION OF TIME
CITY COUNCIL MEETING OF OCTOBER 21, 2009

Dear Applicant:

The City Council at a regular meeting held October 21, 2009, APPROVED the request for an Extension of Time of a previously approved Special Use Permit (SUP-23106) FOR A PROPOSED 126-ROOM HOTEL located on the east side of Tenaya Way, approximately 530 feet north of Peak Drive (APN 138-15-612-012 and 013), C-PB (Planned Business Park) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 22, 2009. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-23106) shall expire on September 19, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Special Use Permit (SUP-23106) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Larry G. Yeoman
McKellar Development Group, Inc.
3340 South Topaz Street, Suite #240
Las Vegas, NV 89121

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
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RECEIVED
SEP 19 2011
City of Las Vegas

EOT-43268

Printed with environmentally friendly soy ink.

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

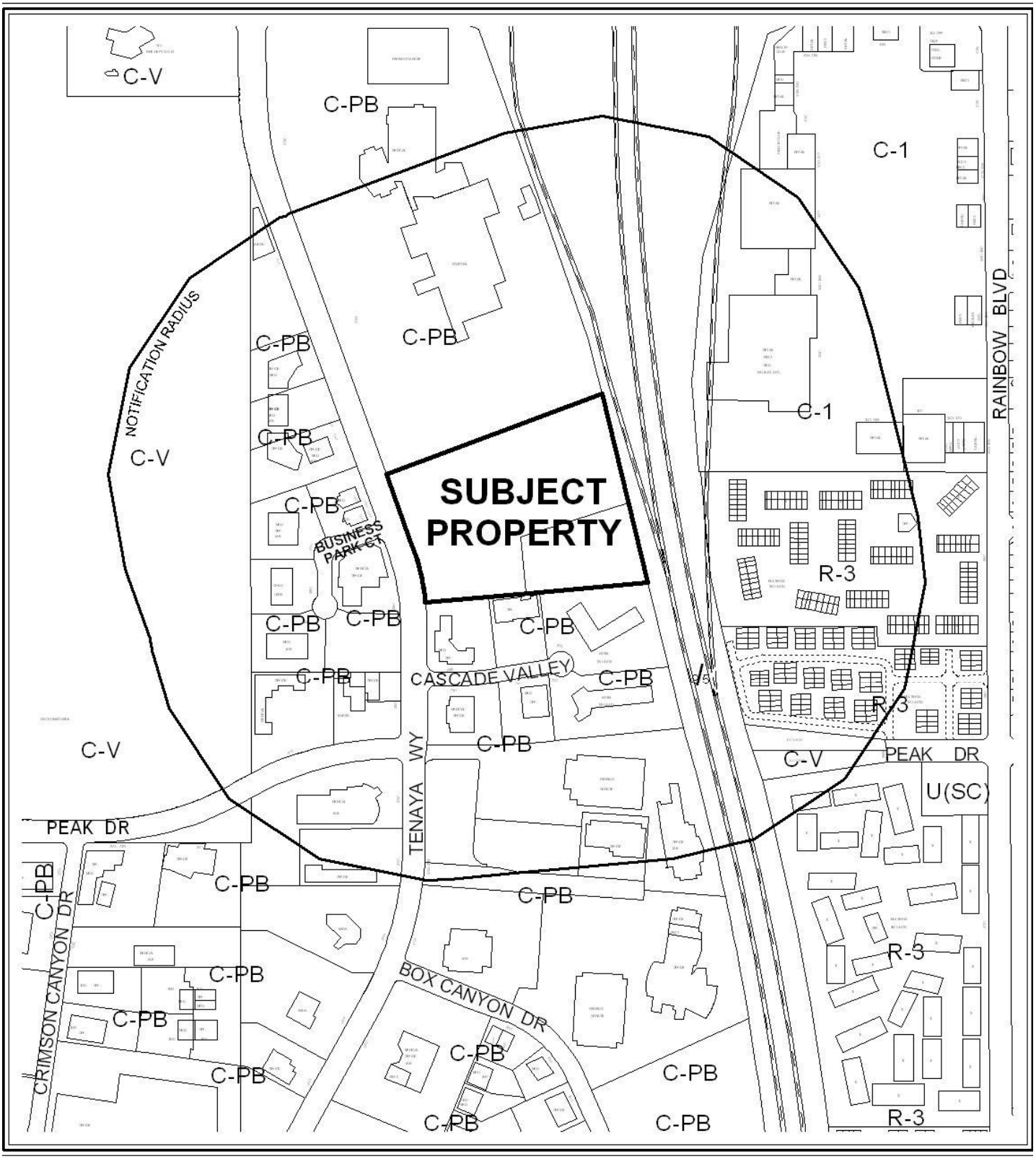
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-43266 - EXTENSION OF TIME RELATED TO EOT-43268 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: MCKELLAR DEVELOPMENT GROUP, INC. - OWNER: NWH II, LTD - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-23105) FOR A PROPOSED FOUR-STORY, 126-ROOM HOTEL on 2.4 acres on the east side of Tenaya Way, approximately 530 feet north of Peak Drive (APN 138-15-612-013), C-PB (Planned Business Park) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - EOT-43268 and EOT-43266
2. Conditions and Staff Report - EOT-43268 and EOT-43266
3. Supporting Documentation
4. City Council Approval Letter for SDR-23105
5. City Council Approval Letter for EOT-35843
6. Justification Letter - EOT-43268 and EOT-43266



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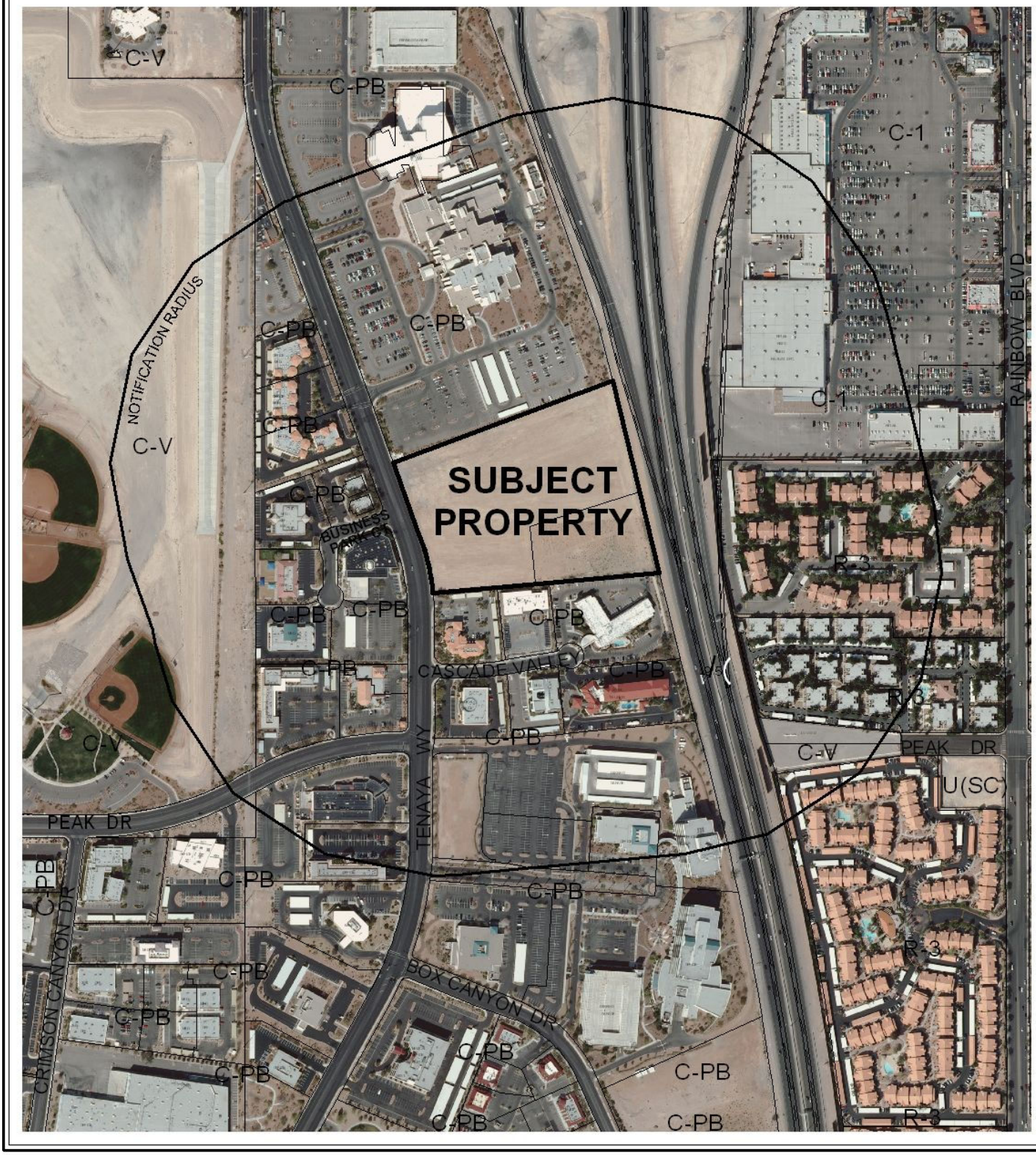
CASE: **EOT-43266 & EOT-43268**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N



0 300 600 Feet

CASE: **EOT-43266 & EOT-43268**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: MCKELLAR DEVELOPMENT GROUP, INC. - OWNER: NWH II, LTD

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43268 EOT-43266	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-43268

Planning

1. This Special Use Permit (SUP-23106) shall expire on September 19, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-23106) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-43266 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-23105) shall expire on September 19, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SUP-23105) 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 four-story, 126-room hotel to be located on the east side of Tenaya Way, approximately 530 feet north of Peak Drive. On 08/29/08, a Plan Check (29741) was processed for the proposed facility, but no building permits have been issued. The applicant is requesting an Extension of Time due to the poor economic climate in Las Vegas. As the surrounding area has not experienced any significant changes in land use or new development, staff is recommending approval of this request with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/19/07	The City Council approved a request for a Special Use Permit (SUP-23106) for a proposed 126-room hotel on the east side of Tenaya Way, approximately 530 feet north of Peak Drive. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-23105) for a proposed four-story, 126-room hotel.
10/21/09	The City Council approved a request for an Extension of Time (EOT-35842) of a previously approved Special Use Permit (SUP-23106) for a proposed 126-room hotel on the east side of Tenaya Way, approximately 530 feet north of Peak Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-35843) of a previously approved Site Development Plan Review (SDR-23105) for a proposed four-story, 126-room hotel.

Most Recent Change of Ownership	
01/08/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/29/08	Plan Check #29741 was processed for a four-story hotel at 2850 North Tenaya Way. No permits were issued as several City Department's had concerns related to the plans that required addressing.

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	2.40

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Hotel	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
North	Undeveloped Land, Hospital	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
South	Hotel, Offices	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
East	US-95 (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Medical Offices	LI/R (Light Industry/Research)	C-PB (Planned Business Park)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Technology Center	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails			N/A
Rural Preservation Overlay District			N/A
Las Vegas Redevelopment Plan Area			N/A
Development Impact Notification Assessment			N/A
Project of Regional Significance			N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-23106) and Site Development Plan Review (SDR-23105) for a four-story, 126-room Hotel on the east side of Tenaya Way, approximately 530 feet north of Peak Drive. On 08/29/08, Plan Check #29741 was processed for the proposed facility, but due to discrepancies noted by several City Departments, no building permits have been issued.

Title 19.16.110 and 19.16.100 deem a Special Use Permit and Site Development Plan Review exercised upon the issuance of a building permit for new construction.

FINDINGS

The Special Use Permit (SUP-23106) and Site Development Plan Review (SDR-23105) have not been exercised in accordance with the requirements of Title 19.16.110 and 19.16.100 as no building permits have been issued for the proposed project. The applicant is requesting an Extension of Time due to the poor economic climate in Las Vegas. As the surrounding area has not experienced any significant changes in land use or new development, staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-23106) and Site Development Plan Review (SDR-23105) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43266** APN: 13815612013

Name of Property Owner: NWH II, LTD

Name of Applicant: McKellar Development Group, Inc.

Name of Representative: James A. McKellar Jr.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: James A. McKellar Jr.

Subscribed and sworn before me

This 14th day of September, 20 11

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
REBECCAH ALEXANDER
No. 03-85558-1
My Appointment Expires Dec 7 2011

RECEIVED
SEP 19 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Extension of Time

Project Address (Location) Tenaya and Cascade Valley

Project Name Holiday Inn Express **Proposed Use** Hotel

Assessor's Parcel #(s) 13815612013 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-PB proposed C-PB

Commercial Square Footage 69722 **Floor Area Ratio** _____

Gross Acres 2.4 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER NWH II, LTD **Contact** James A. McKellar Jr.

Address 3340 S. Topaz Street, Suite 240 **Phone:** (702) 737-1312 **Fax:** (702) 737-1324

City Las Vegas **State** NV **Zip** 89121

E-mail Address kmenzel@mdgnv.com

APPLICANT McKellar Development Group, Inc. **Contact** Larry Yeoman

Address 3340 S. Topaz Street, Suite 240 **Phone:** (702) 737-1312 **Fax:** (702) 737-1324

City Las Vegas **State** NV **Zip** 89121

E-mail Address lyeoman@mdgnv.com

REPRESENTATIVE McKellar Development Group, Inc. **Contact** Larry Yeoman

Address 3340 S. Topaz Street, Suite 240 **Phone:** (702) 737-1312 **Fax:** (702) 737-1324

City Las Vegas **State** NV **Zip** 89121

E-mail Address lyeoman@mdgnv.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 James A. McKellar Jr.

Subscribed and sworn before me

This 14th day of September, 20 11.

_____

Notary Public in and for said County and State

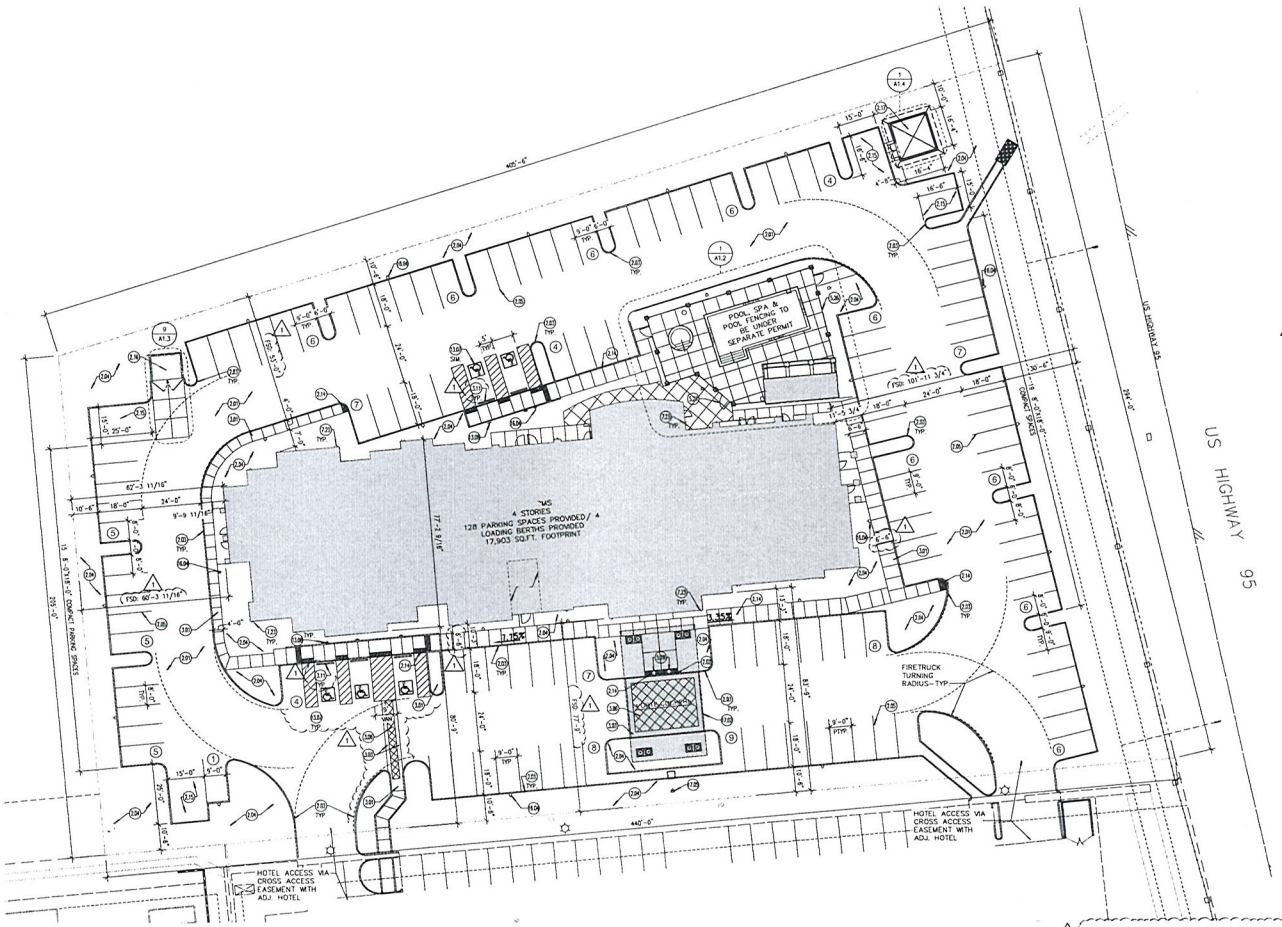
NOTARY PUBLIC
STATE OF NEVADA
County of Clark
REBECCAH ALEXANDER
No 03-85554-1
My Appointment Expires Dec 7 2011

RECEIVED
SEP 19 2011
City of Las Vegas

FOR DEPARTMENT USE ONLY

Case #	EOT-43266
Meeting Date:	11/2/11 C.C.
Total Fee:	$300 —
Date Received:*	9/19/11
Received By:	Bcn 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" = 20'-0"
NORTH

KEYNOTES:

02 SITE CONSTRUCTION
2.01 ASPHALT PAVING - SEE CIVIL DRAWINGS
2.02 CONC. SIDEWALK FLUSH WITH PAVEMENT - 1:12 MAX SLOPE - SEE CIVIL DRAWINGS
2.03 6" CURB & GUTTER - SEE CIVIL DRAWINGS
2.04 LANDSCAPE AREA
2.05 PARKING LOT STRIPING
2.07 PYLON SIGN
2.14 DETECTABLE WARNING-TRUNCATED DOME-SEE CIVIL PLANS
2.15 LOADING BAY - SEE CIVIL DRAWINGS
2.16 TRASH ENCLOSURE-SEE 8/A1.3
2.17 FIRE PUMPHOUSE-SEE 1/A1.4

03 CONCRETE
3.01 4" CONCRETE WALK WITH BROOM FINISH - PROVIDE CONTROL JOINTS @ 4'-0" O/C TYPICAL
3.03 18" WIDE CONCRETE BAND WITH BROOM FINISH
3.04 4" THICK CONCRETE W/ "WOOL DEK" FINISH @ POOL AREA. CONTRACTOR TO SUBMIT COLOR & TEXTURE SAMPLES TO OWNER AND ARCHITECT FOR REVIEW
3.05 4" THICK CONCRETE SLAB WITH REINFORCING - SEE STRUCTURAL
3.06 STAMPED AND STAINED CONCRETE W/ 2' SQUARE SCORE PATTERN
3.07 4' SQUARE X 12" THICK CONCRETE FOOTING WITH (4) #5 REBAR EA. WAY TOP & BOTTOM-2" CLEAR FROM TOP AND 3" CLEAR FROM BOTTOM-TYP.
3.08 CONTINUOUS WALL FOOTING
3.09 CONCRETE CONTROL JOINTS
3.10 4" THICK CONCRETE SLAB - SLOPE TO PROVIDE DRAINAGE
3.11 CONCRETE WHEEL STOP

04 MASONRY
4.03 8" CMU WALL-SEE STRUCTURAL FOR REINFORCING
4.04 NATURAL STONE TILE SET IN GROUT OVER PAPER BACKED METAL LATHE
4.05 16" SQUARE x 6'-0" HIGH CMU PILASTER WITH SLOPED CONCRETE CAP - SEE DETAIL 2/A1.3

05 METALS
5.26 5'-0" MIN. HIGH METAL POOL FENCING
5.27 4'-0" MIN. WIDE X 5'-0" MIN. HIGH METAL POOL GATE - SELF CLOSING/SELF LATCHING-SEE DETAIL 7/A1.3
5.28 PIPE BOLLARD W/ DECORATIVE COVER, SEE 6/A1.3

06 WOODS & PLASTICS
6.05 PRE-MANUFACTURED WOOD TRUSS-SEE STRUCTURAL
6.09 PLYWOOD SHEATHING-SEE STRUCTURAL
6.12 WOOD BEAM-SEE FRAMING PLAN
6.15 3X8 TOP PLATE (COUNTERSINK ANCHOR BOLTS)

07 THERMAL & MOISTURE PROTECTION
7.01 3 COAT STUCCO SYSTEM-SEE SPECIFICATIONS
7.03 STUCCO OVER E.P.S. FOAM POP-OUT
7.06 CLASS 'A' BUILT-UP ROOFING SYSTEM
7.09 CONTINUOUS 26 GAUGE GALVANIZED FLASHING
7.23 DOWNSPOUT NOZZLE - SEE PLUMBING SHEETS

09 FINISHES
9.07 1-LAYER 5/8" TYPE 'X' MOISTURE RESISTANT GYPSUM BOARD

13 SPECIAL CONSTRUCTION
13.01 POOL, SPA AND FENCING TO BE UNDER SEPARATE PERMIT
13.02 POOL DEPTH MARKERS - SEE SPECS
13.03 STAINLESS STEEL HANDRAIL
13.04 STAINLESS STEEL POOL LADDER
13.05 POOL EQUIPMENT LOCATION - SEE ENLARGED PLAN 2/A1.2
13.06 RESTROOM LOCATION - SEE ENLARGED PLAN
13.07 DISABLED PARKING SPACE - SEE DETAIL 3/A1.3
13.08 ADA PARKING SIGNAGE - SEE DETAIL 11/A1.3

15 MECHANICAL
15.01 ACCESSIBLE HI-LOW DRINKING FOUNTAIN - SEE MECHANICAL
15.06 FLOOR DRAIN - SLOPE CONCRETE TOWARDS DRAIN - COORDINATE WITH PLUMBING & FOUNDATION PLANS
15.13 MECHANICAL LOUVER - SEE MECHANICAL PLANS

16 ELECTRICAL
16.02 HOUSE PHONE - SEE ELECTRICAL
16.03 ELECTRONIC REMOTE CARD READER
16.04 LIGHT FIXTURE - SEE STRUCTURAL AND ELECTRICAL PLANS
16.05 STREET LIGHTING - BY OTHERS
16.06 ELECTRICAL TRANSFORMER
16.07 ELECTRICAL ROOM

17 MISCELLANEOUS
17.01 CONSTRUCTION WORKING POINT
17.02 LINE OF ROOF OVERHANG ABOVE
17.03 TRASH RECEPTICAL
17.04 10# FIRE EXTINGUISHER UL 4A/60BC IN SEMI-RECESSED LOCKABLE CABINET
17.05 FLAGPOLE SEE 13/A1.3

1 SUMMARY OF:
RECIPROCAL EASMENT AND COMMON USE AREA MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AND COMMON USE AREA MAINTENANCE AGREEMENT (THE "AGREEMENT") IS MADE AND ENTERED INTO THIS 10TH DAY OF JULY, 2008, BY AND BETWEEN N.W.M. LTD., A NEVADA CORPORATION ("NWM") AND N.W.M. II LTD., A NEVADA LIMITED LIABILITY COMPANY ("NWM II). NWM AND NWM II ARE REFERRED TO COLLECTIVELY AS THE "PARTIES" AND SEVERALLY AS "PARTY"

WHEREAS, NWM IS THE OWNER OF REAL PROPERTY LOCATED IN THE COUNTY OF CLARK, STATE OF NEVADA, ASSIGNED CLARK COUNTY ASSESSOR PARCEL NUMBER 136-15-612-006 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE ("PARCEL A");

WHEREAS, NWM II IS THE OWNER OF REAL PROPERTY LOCATED IN THE COUNTY OF CLARK, STATE OF NEVADA, ASSIGNED CLARK COUNTY ASSESSOR PARCEL NUMBER 136-15-612-013 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE ("PARCEL B");

WHEREAS, PARCEL A AND PARCEL B ARE REFERRED TO HEREIN AS "THE PROPERTY"; AND

WHEREAS, THE PROPER DEVELOPMENT AND USE OF THE PROPERTY REQUIRE [illegible] AND THE PARTIES PROVIDE FOR THE [illegible] IMPROVEMENTS;

NOW THEREFORE, THE PA[illegible] AGREE [illegible] THE PROPERTY [illegible] SHALL BE CONVEYED, LEASED, RENTED, USED, OCCUPIED AND IMPROVED SUBJECT TO [illegible] FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS WHICH SHALL RUN WITH THE PROPERTY AND WHICH SHALL BE BINDING ON ALL PARTIES HAVING ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY OR ANY PART THEREOF, THEIR HEIRS, [illegible] AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF;

NOTE: SEE CIVILS SHEETS FOR COMPLETE RECIPROCAL EASEMENT AND COMMON USE AREA MAINTENANCE AGREEMENT.

RECEIVED
SEP 19 2011
City of Las Vegas

EOT-43266
EOT-43268

JEFF PAWLOWSKI
REGISTERED
NO. 5277
ARCHITECT
STATE OF NEVADA
EXPIRES: 12-31-2009

PAWLOWSKI ARCHITECT, PLLC
1303 W. Broadway RD, Suite 101
Tempe, Arizona 85282
Phone: (602) 283-1620
Fax: (602) 283-1622

Holiday Inn Express & Suites

LAS VEGAS NEVADA

REVISION	DATE:	COMMENTS:
1	12/16/08	CITY COMMENTS

PROJECT NO: 07-314
DATE: 12-16-08
DRAWN BY: RK
CHECKED BY: JFP

SHEET TITLE:
ARCHITECTURAL SITE PLAN

SHEET NUMBER:
A1.1

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF PK ARCHITECT, P.L.C. AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NO PART OF THESE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF PK ARCHITECT, P.L.C. ALL DRAWINGS AND IDEAS INCORPORATED IN THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF PK ARCHITECT, P.L.C. AND SHALL NOT BE USED IN WHOLE OR IN PART

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, GIRDLINE, OR FACE OF MASONRY. GENERAL CONTRACTOR TO COMPENSATE FOR SHEATHING THICKNESS AT EDGE OF FOUNDATION POUR

SYMBOL LEGEND

ALL WALLS ON FIRST FLOOR ARE 6" U.N.O.
SEE STRUCTURAL PLANS.
PROVIDE 48" CLEAR ACRYLIC CORNER GUARD @ ALL OUTSIDE CORNERS IN PUBLIC AREAS.

- HIGH & LOW WALL MOUNTED EXIT SIGNS. ARROW INDICATES DIRECTION. BOTTOM OF LOW SIGN TO BE 6" MIN., 8" MAX A.F.F. - SEE 14/A0.3
- CEILING MOUNTED EXIT SIGN ARROW INDICATES DIRECTION
- CEILING MOUNTED DIRECTIONAL SIGNAGE
- CARD READER - PROVIDE POWER
- WALL MOUNTED FIRE EXTINGUISHER CABINET SEE DETAILS
- DOOR TAG
- WINDOW TAG
- WALL ASSEMBLY TAG SEE SHEET A0.1

NOTE: SEE SHEET A0.2 FOR STANDARD SYMBOLS

- INDICATES HANDICAP ACCESSIBLE GUEST ROOM
- INDICATES GUEST ROOM WHEREIN THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED:
  1. TEXT TELEPHONE TTY/TTD
  2. NOTIFICATION SYSTEM
  3. TELEPHONE AMPLIFIER
  4. TV CLOSED CAPTION DECODER
  5. VISUAL SMOKE DETECTOR

KEYNOTES:

01 GENERAL DATA
1.03 MECHANICAL CHASE CONTINUOUS TO UNDER SIDE OF ROOF DECK - SEE WALL TYPE 'I' ON SHEET A0.1
1.04 60" DIAMETER A.D.A. MANEUVERING SPACE

03 CONCRETE
3.01 DEPRESS SLAB AT ALL ROLL IN SHOWERS 3"

07 THERMAL & MOISTURE PROTECTION
7.05 CLASS 'A' BUILT-UP-ROOFING, USE 3-TAB FIBERGLASS SHINGLES AT VERTICAL SURFACES IN EXCESS OF 3'-0"
7.07 ROOF DRAIN & OVERFLOW, EXTEND ROOF DRAIN LEADER DOWN IN WALL/STRUCTURE TO STORM DRAIN & CONNECT OVERFLOW LEADER TO DAYLIGHT ON GRADE OR SPLASH BLOCK PER PLAN
7.09 CONTINUOUS 26 GAUGE GALVANIZED FLASHING
7.18 ROOF CRICKET - MIN. SLOPE/VALLEY 1/4" : 12"

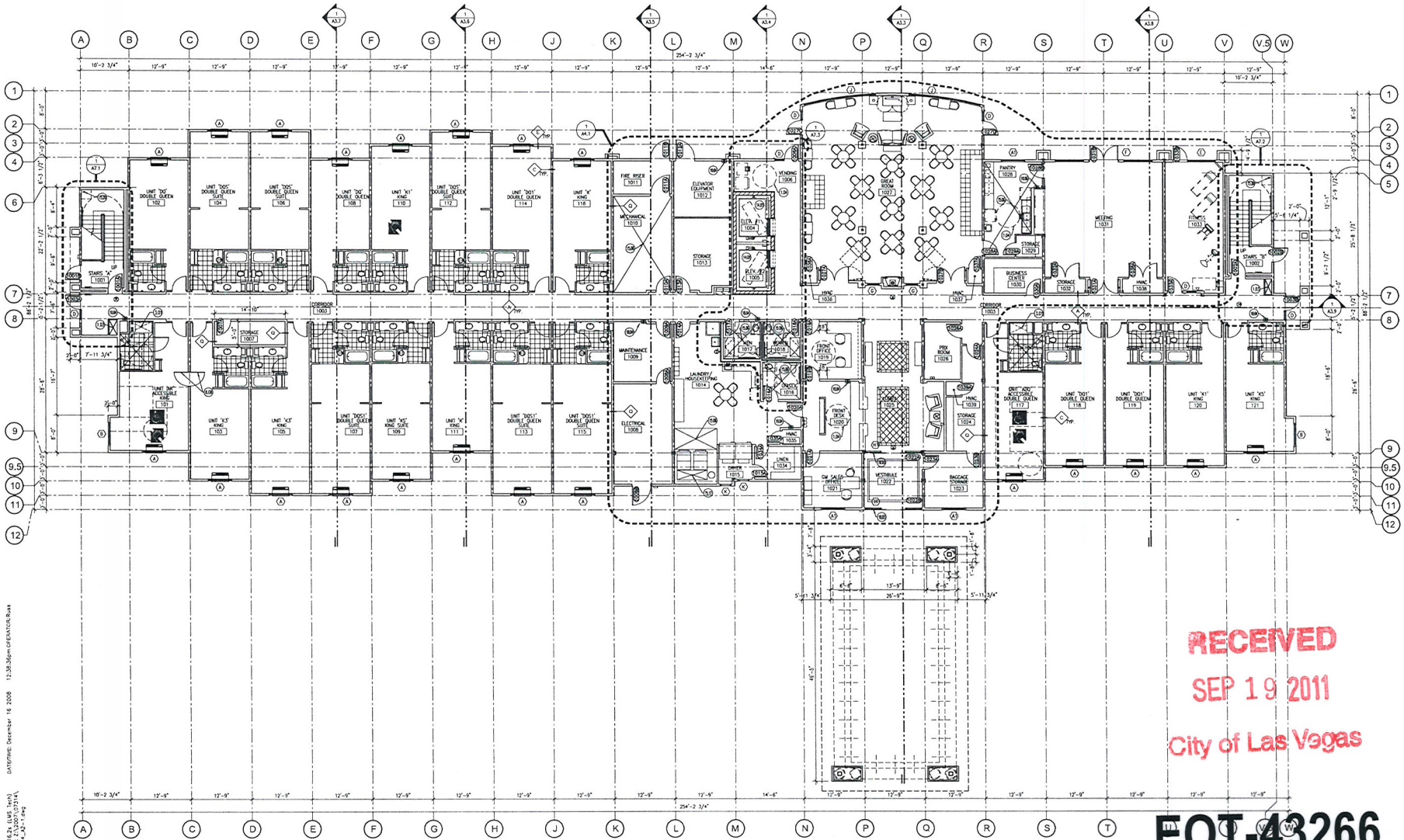
08 DOORS & WINDOWS
8.06 CONNECTING ROOM DOOR TYPE C3 CONTRACTOR TO COORDINATE WITH STRUCTURAL

10 SPECIALTIES
10.03 PROVIDE SIGN READING "THIS DOOR MUST REMAIN UNLOCKED WHILE BUILDING IS OCCUPIED" - IN 1" HIGH LETTERS WITH CONTRASTING BACKGROUND - TO BE INSTALLED ABOVE DOOR AT THIS LOCATION - SEE DOOR SCHEDULE
10.04 RECESSED FIRE EXTINGUISHER CABINET W/ UL RATED 4A-60BC TYPE EXTINGUISHER - SEE DETAIL 14/A0.2
10.06 RECESSED FIRE EXTINGUISHER CABINET W/ UL RATED K WET CHEMICAL - SEE DETAIL 14/A0.2

14 CONVEYING SYSTEMS
14.01 CURRENT ACCESSIBLE ELEVATOR CAB BEARING "STAR OF LIFE" BLUE STAR EMBLEM - MIN CAB SIZE 80"x65" CLEAR - MIN DOOR OPENING 42"WIDE/72"HIGH - VERIFY SIZE W/ MFR.
14.02 ELEVATOR TO COMPLY WITH ALL 2006 IBC REQUIREMENTS, INCLUDING ACCOMMODATION OF 24" X 84" STRETCHER IN HORIZONTAL POSITION
14.03 DELETED

15 MECHANICAL
15.06 FLOOR DRAIN - SLOPE CONCRETE TOWARDS DRAIN - COORDINATE WITH PLUMBING & FOUNDATION PLANS
15.09 1 HOUR FIRE RATED CHASE FOR DUCTWORK
15.12 TRENCH DRAIN 2'-0" WIDE x 9'-4" LONG x 18" DEEP SLOPE BOTTOM TO FLOOR DRAIN - COORDINATE WITH PLUMBING & FOUNDATION PLANS
15.20 CLASS 1 STANDPIPE - SEE FIRE SPRINKLER PLANS - UNDER SEPARATE PERMIT

16 ELECTRICAL
16.04 MAGNETIC HOLD OPEN DEVICE TIED TO FIRE ALARM - SEE DOOR SCHEDULE & ELECTRICAL PLANS



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SEP 19 2011
City of Las Vegas

EOT-43266
EOT-43268

FIRST LEVEL - FLOOR PLAN
SCALE: 1/8" = 1'-0"

VERSION: 6.2.1 (LUS 1st+)
LOCATION: Las Vegas, NV (27314)
FILE: 27314_A2-1.dwg

DATE/TIME: December 19, 2008 12:38:36pm OPERATOR: Ross

JEFF PAWLOWSKI REGISTERED No. 5027 ARCHITECT STATE OF NEVADA EXPIRES: 12-31-2009

pk PAWLOWSKI ARCHITECT, PLLC
1333 W. Broadway RD, Suite 101
Tempe, Arizona 85282
Phone: (602) 283-1620
Fax: (602) 283-1622

Holiday Inn Express & Suites

LAS VEGAS NEVADA

REVISION:	DATE:	COMMENTS:
1	12/16/08	CITY COMMENTS

PROJECT NO:	07-314
DATE:	12-16-08
DRAWN BY:	RK
CHECKED BY:	JFP

SHEET TITLE: FIRST LEVEL FLOOR PLAN

SHEET NUMBER: A2.1

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF PK ARCHITECT, PLLC AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF PK ARCHITECT, PLLC. ALL DRAWINGS, SPECIFICATIONS AND COPIES THEREOF FURNISHED BY PK ARCHITECT, PLLC ARE AND SHALL REMAIN THE PROPERTY OF PK ARCHITECT, PLLC. ALL SUCH DRAWINGS, SPECIFICATIONS AND COPIES ARE TO BE RETURNED OR ACCOUNTED FOR TO PK ARCHITECT, PLLC ON REQUEST AT THE COMPLETION OF THE PROJECT OR SOONER. ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT, ARE RESERVED BY PK ARCHITECT, PLLC.

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, GIRDLINE, OR FACE OF MASONRY. GENERAL CONTRACTOR TO COMPENSATE FOR SHEATHING THICKNESS AT EDGE OF FOUNDATION POUR

SYMBOL LEGEND

ALL WALLS ON FIRST FLOOR ARE 6" U.N.O. SEE STRUCTURAL PLANS.

PROVIDE 48" CLEAR ACRYLIC CORNER GUARD @ ALL OUTSIDE CORNERS IN PUBLIC AREAS.

- HIGH & LOW WALL MOUNTED EXIT SIGNS. ARROW INDICATES DIRECTION. BOTTOM OF LOW SIGN TO BE 6" MIN., 8" MAX A.F.F. – SEE 14/A8.3
- CEILING MOUNTED EXIT SIGN ARROW INDICATES DIRECTION
- CEILING MOUNTED DIRECTIONAL SIGNAGE
- CARD READER – PROVIDE POWER
- WALL MOUNTED FIRE EXTINGUISHER CABINET SEE DETAILS
- DOOR TAG
- WINDOW TAG
- WALL ASSEMBLY TAG SEE SHEET A8.1

NOTE: SEE SHEET A0.2 FOR STANDARD SYMBOLS

- INDICATES HANDICAP ACCESSIBLE GUEST ROOM
- INDICATES GUEST ROOM WHEREIN THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED:
  1. TDD/ TELEPHONE TTY/TTD
  2. NOTIFICATION SYSTEM
  3. TELEPHONE AMPLIFIER
  4. TV CLOSED CAPTION DECODER
  5. VISUAL SMOKE DETECTOR

KEYNOTES:

01 GENERAL DATA
- 1.03 MECHANICAL CHASE CONTINUOUS TO UNDER SIDE OF ROOF DECK – SEE WALL TYPE 'T' ON SHEET A8.1
- 1.04 60' DIAMETER A.D.A. MANEUVERING SPACE

03 CONCRETE
- 3.01 DEPRESS SLAB AT ALL ROLL IN SHOWERS 2"

07 THERMAL & MOISTURE PROTECTION
- 7.06 CLASS 'A' BUILT-UP-ROOFING, USE 3-TAB FIBERGLASS SHINGLES AT VERTICAL SURFACES IN EXCESS OF 3'-0"
- 7.07 ROOF DRAIN & OVERFLOW, EXTEND ROOF DRAIN LEADER DOWN IN WALL/STRUCTURE TO STORM DRAIN & CONNECT OVERFLOW LEADER TO DAYLIGHT ON GRADE OR SPLASH BLOCK PER PLAN
- 7.09 CONTINUOUS 26 GAUGE GALVANIZED FLASHING
- 7.18 ROOF CRICKET – MIN. SLOPE/VALLEY 1/4" : 12"

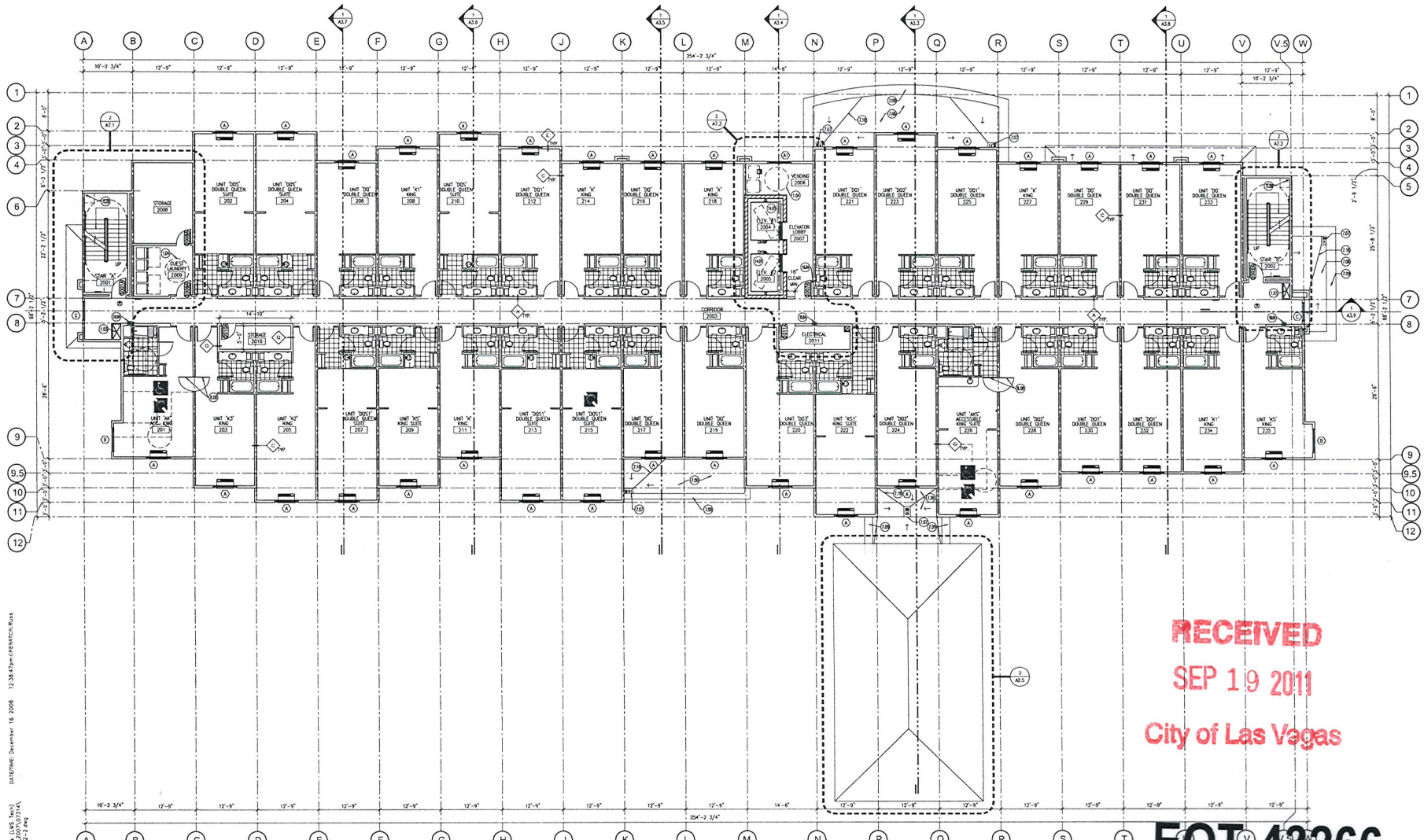
08 DOORS & WINDOWS
- 8.06 CONNECTING ROOM DOOR TYPE 63 CONTRACTOR TO COORDINATE WITH STRUCTURAL

10 SPECIALTIES
- 10.03 PROVIDE SIGN READING "THIS DOOR MUST REMAIN UNLOCKED WHILE BUILDING IS OCCUPIED" – IN 1" HIGH LETTERS WITH CONTRASTING BACKGROUND – TO BE INSTALLED ABOVE DOOR AT THIS LOCATION – SEE DOOR SCHEDULE
- 10.04 RECESSED FIRE EXTINGUISHER CABINET W/ UL RATED 4A-80BC TYPE EXTINGUISHER – SEE DETAIL 14/A8.2
- 10.06 RECESSED FIRE EXTINGUISHER CABINET W/ UL RATED K WET CHEMICAL – SEE DETAIL 14/A8.2

14 CONVEYING SYSTEMS
- 14.01 QUIRKY ACCESSIBLE ELEVATOR CAB BEARING "STAR OF LIFE" BLUE STAR EMBLEM – MIN CAB SIZE 80"W55" CLEAR – MIN DOOR OPENING 42"WIDE x 72"HIGH – VERIFY SIZE W/ MFR.
- 14.02 ELEVATOR TO COMPLY WITH ALL 2006 IBC REQUIREMENTS, INCLUDING ACCOMMODATION OF 24" X 84" STRETCHER IN HORIZONTAL POSITION
- 14.03 DELETED

15 MECHANICAL
- 15.06 FLOOR DRAIN – SLOPE CONCRETE TOWARDS DRAIN – COORDINATE WITH PLUMBING & FOUNDATION PLANS
- 15.09 1 HOUR FIRE RATED CHASE FOR DUCTWORK
- 15.12 TRENCH DRAIN 7'-0" WIDE x 8"-4" LONG x 18" DEEP SLOPE BOTTOM TO FLOOR DRAIN – COORDINATE WITH PLUMBING & FOUNDATION PLANS
- 15.20 CLASS 1 STANDPIPE – SEE FIRE SPRINKLER PLANS – UNDER SEPARATE PERMIT

16 ELECTRICAL
- 16.04 MAGNETIC HOLD OPEN DEVICE TIED TO FIRE ALARM – SEE DOOR SCHEDULE & ELECTRICAL PLANS



RECEIVED
SEP 19 2011
City of Las Vegas

EOT-43266
EOT-43268

SECOND LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

JEFF PAWLOWSKI REGISTERED No. 5027 ARCHITECT STATE OF NEVADA
EXPIRES: 12-31-2009

PAWLOWSKI ARCHITECT, PLLC
1333 W. Broadway RD, Suite 101
Tempe, Arizona 85282
Phone: (602) 283-1620
Fax: (602) 283-1622

Holiday Inn Express & Suites

LAS VEGAS NEVADA

REVISION:	DATE:	COMMENTS
1	12/16/08	CITY COMMENTS

PROJECT No.	07-314
DATE:	12-16-08
DRAWN BY:	RK
CHECKED BY:	JFP

SHEET TITLE: SECOND LEVEL FLOOR PLAN

SHEET NUMBER: A2.2

ALL RIGHTS RESERVED. THESE PLANS ARE AND SHALL REMAIN THE PROPERTY OF JEFF PAWLOWSKI ARCHITECT, PLLC. THEY ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF JEFF PAWLOWSKI ARCHITECT, PLLC. ANY UNAUTHORIZED USE OF THESE PLANS WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

VERSION: 6.7.1 (LVS Tech)
PLOT SCALE: 1.0000'=1"
FILE: 0731A_A2-2.dwg
DATE/TIME: December 19, 2008 12:38:47pm
USER: Ross

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, GROUNG, OR FACE OF MASONRY. GENERAL CONTRACTOR TO COMPENSATE FOR SHEATHING THICKNESS AT EDGE OF FOUNDATION POUR

SYMBOL LEGEND

ALL WALLS ON FIRST FLOOR ARE 6" U.N.O.
SEE STRUCTURAL PLANS.
PROVIDE 48" CLEAR ACRYLIC CORNER GUARD @ ALL OUTSIDE CORNERS IN PUBLIC AREAS.

- HIGH & LOW WALL MOUNTED EXIT SIGNS. ARROW INDICATES DIRECTION. BOTTOM OF LOW SIGN TO BE 6" MIN. 8" MAX A.F.F. - SEE 14/A0.3
- CEILING MOUNTED EXIT SIGN ARROW INDICATES DIRECTION
- CEILING MOUNTED DIRECTIONAL SIGNAGE
- CARD READER - PROVIDE POWER
- WALL MOUNTED FIRE EXTINGUISHER CABINET SEE DETAILS
- DOOR TAG
- WINDOW TAG
- WALL ASSEMBLY TAG SEE SHEET A0.1

NOTE: SEE SHEET A0.2 FOR STANDARD SYMBOLS

- INDICATES HANDICAP ACCESSIBLE GUEST ROOM
- INDICATES GUEST ROOM WHEREIN THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED:
  1. TEXT TELEPHONE TTY/TTD
  2. NOTIFICATION SYSTEM
  3. TELEPHONE AMPLIFIER
  4. TV CLOSED CAPTION DECODER
  5. VISUAL SMOKE DETECTOR

KEYNOTES:

01 GENERAL DATA
1.03 MECHANICAL CHASE CONTINUOUS TO UNDER SIDE OF ROOF DECK - SEE WALL TYPE 'I' ON SHEET A0.1
1.04 60' DIAMETER A.D.A. MANEUVERING SPACE

03 CONCRETE
3.01 DEPRESS SLAB AT ALL ROLL IN SHOWERS 2"

07 THERMAL & MOISTURE PROTECTION
7.06 CLASS 'A' BUILT-UP-ROOFING, USE 3-TAB FIBERGLASS SHINGLES AT VERTICAL SURFACES IN EXCESS OF 3'-0"
7.07 ROOF DRAIN & OVERFLOW, EXTEND ROOF DRAIN LEADER DOWN IN WALL/STRUCTURE TO STORM DRAIN & CONNECT OVERFLOW LEADER TO DAYLIGHT ON GRADE OR SPLASH BLOCK PER PLAN
7.09 CONTINUOUS 26 GAUGE GALVANIZED FLASHING
7.18 ROOF CRICKET - MIN. SLOPE/VALLEY 1/4" : 12"

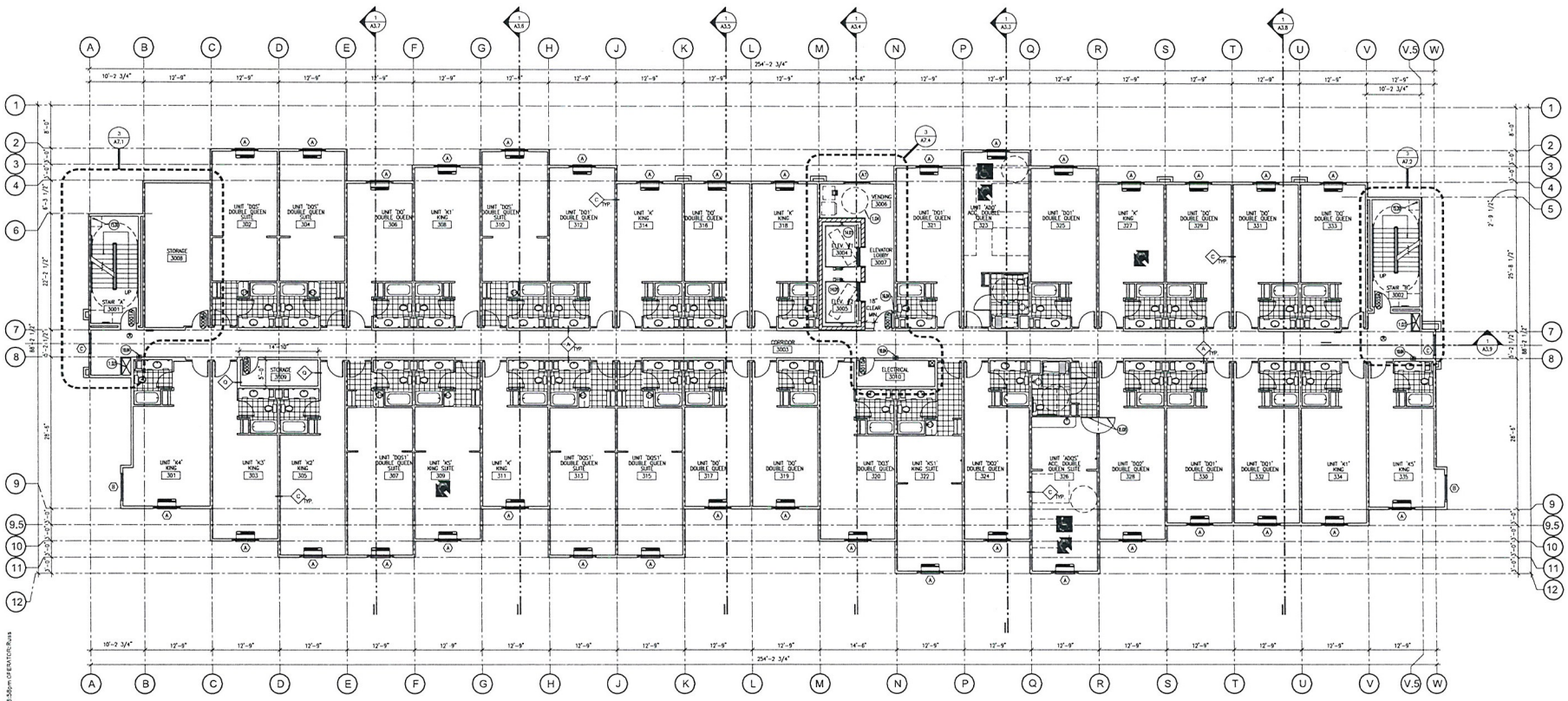
09 DOORS & WINDOWS
8.06 CONNECTING ROOM DOOR TYPE G3 CONTRACTOR TO COORDINATE WITH STRUCTURAL

10 SPECIALTIES
10.03 PROVIDE SIGN READING "THE DOOR MUST REMAIN UNLOCKED WHILE BUILDING IS OCCUPIED" - IN 1" HIGH LETTERS WITH CONTRASTING BACKGROUND - TO BE INSTALLED ABOVE DOOR AT THIS LOCATION - SEE DOOR SCHEDULE
10.04 RECESSED FIRE EXTINGUISHER CABINET W/ UL RATED 4A-60BC TYPE EXTINGUISHER - SEE DETAIL 14/A0.2
10.06 RECESSED FIRE EXTINGUISHER CABINET W/ UL RATED K WET CHEMICAL - SEE DETAIL 14/A0.2

14 CONVEYING SYSTEMS
14.01 GURNEY ACCESSIBLE ELEVATOR CAB BEARING "STAIR OF LIFE" BLUE STAR EMBLEM - MIN CAB SIZE 92"x65" CLEAR - MIN DOOR OPENING 42"WIDEx72"HIGH - VERIFY SIZE W/ MFR.
1 14.03 ELEVATOR TO COMPLY WITH ALL 2006 IBC REQUIREMENTS, INCLUDING ACCOMMODATION OF 24" x 84" STRETCHER IN HORIZONTAL POSITION
14.03 DELETED

15 MECHANICAL
15.06 FLOOR DRAIN - SLOPE CONCRETE TOWARDS DRAIN - COORDINATE WITH PLUMBING & FOUNDATION PLANS
15.09 1 HOUR FIRE RATED CHASE FOR DUCTWORK
15.12 TRENCH DRAIN 2'-0" WIDE x 6'-4" LONG x 18" DEEP SLOPE BOTTOM TO FLOOR DRAIN - COORDINATE WITH PLUMBING & FOUNDATION PLANS
15.20 CLASS 1 STANDPIPE - SEE FIRE SPRINKLER PLANS - UNDER SEPARATE PERMIT

16 ELECTRICAL
16.04 MAGNETIC HOLD OPEN DEVICE TIED TO FIRE ALARM - SEE DOOR SCHEDULE & ELECTRICAL PLANS



THIRD LEVEL - FLOOR PLAN
SCALE: 1/8" = 1'-0"

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EOT-43268

JEFF PAWLOWSKI
REGISTERED
No. 5027
ARCHITECT
STATE OF NEVADA
EXPIRES: 12-31-2009

pk
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Holiday Inn Express & Suites

LAS VEGAS
NEVADA

REVISION:	DATE:	COMMENTS:
1	12/16/08	CITY COMMENTS

PROJECT NO.	07-314
DATE:	12-16-08
DRAWN BY:	RK
CHECKED BY:	JFP

SHEET TITLE:
THIRD LEVEL FLOOR PLAN

SHEET NUMBER:
A2.3

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VERSION: 16.23, (LMS 7.0.1)
LOCATION: C:\Revit Local Files\07314_A2-3.rvt
FILE: 07314_A2-3.rvt

DATE/TIME: December 16 2008 12:38:56pm OPERATOR: Ross

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, GRIDLINE, OR FACE OF MASONRY, GENERAL CONTRACTOR TO COMPENSATE FOR SHEATHING THICKNESS AT EDGE OF FOUNDATION POUR

SYMBOL LEGEND

ALL WALLS ON FIRST FLOOR ARE 6" U.N.O.
SEE STRUCTURAL PLANS.
PROVIDE 48" CLEAR ACRYLIC CORNER GUARD @ ALL OUTSIDE CORNERS IN PUBLIC AREAS.

- HIGH & LOW WALL MOUNTED EXIT SIGNS. ARROW INDICATES DIRECTION. BOTTOM OF LOW SIGN TO BE 6" MIN, 8" MAX A.F.F. - SEE 14/A8.3
- CEILING MOUNTED EXIT SIGN ARROW INDICATES DIRECTION
- CEILING MOUNTED DIRECTIONAL SIGNAGE
- CARD READER - PROVIDE POWER
- WALL MOUNTED FIRE EXTINGUISHER CABINET SEE DETAILS
- DOOR TAG
- WINDOW TAG
- WALL ASSEMBLY TAG SEE SHEET A0.1

NOTE: SEE SHEET A0.2 FOR STANDARD SYMBOLS

- INDICATES HANDICAP ACCESSIBLE GUEST ROOM
- INDICATES GUEST ROOM WHEREIN THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED:
  1. TEXT TELEPHONE TTY/TTD
  2. NOTIFICATION SYSTEM
  3. TELEPHONE AMPLIFIER
  4. TV CLOSED CAPTION DECODER
  5. VISUAL SMOKE DETECTOR

KEYNOTES:

01 GENERAL DATA
1.03 MECHANICAL CHASE CONTINUOUS TO UNDER SIDE OF ROOF DECK - SEE WALL TYPE 'I' ON SHEET A0.1
1.04 60" DIAMETER A.D.A. MANEUVERING SPACE

02 CONCRETE
3.01 DEPRESS SLAB AT ALL ROLL IN SHOWERS 2"

07 THERMAL & MOISTURE PROTECTION
7.06 CLASS 'A' BUILT-UP-ROOFING, USE 3-TAB FIBERGLASS SHINGLES AT VERTICAL SURFACES IN EXCESS OF 2'-0"
7.07 ROOF DRAIN & OVERFLOW, EXTEND ROOF DRAIN LEADER DOWN IN WALL/STRUCTURE TO STORM DRAIN & CONNECT OVERFLOW LEADER TO DAYLIGHT ON GRADE OR SPLASH BLOCK PER PLAN
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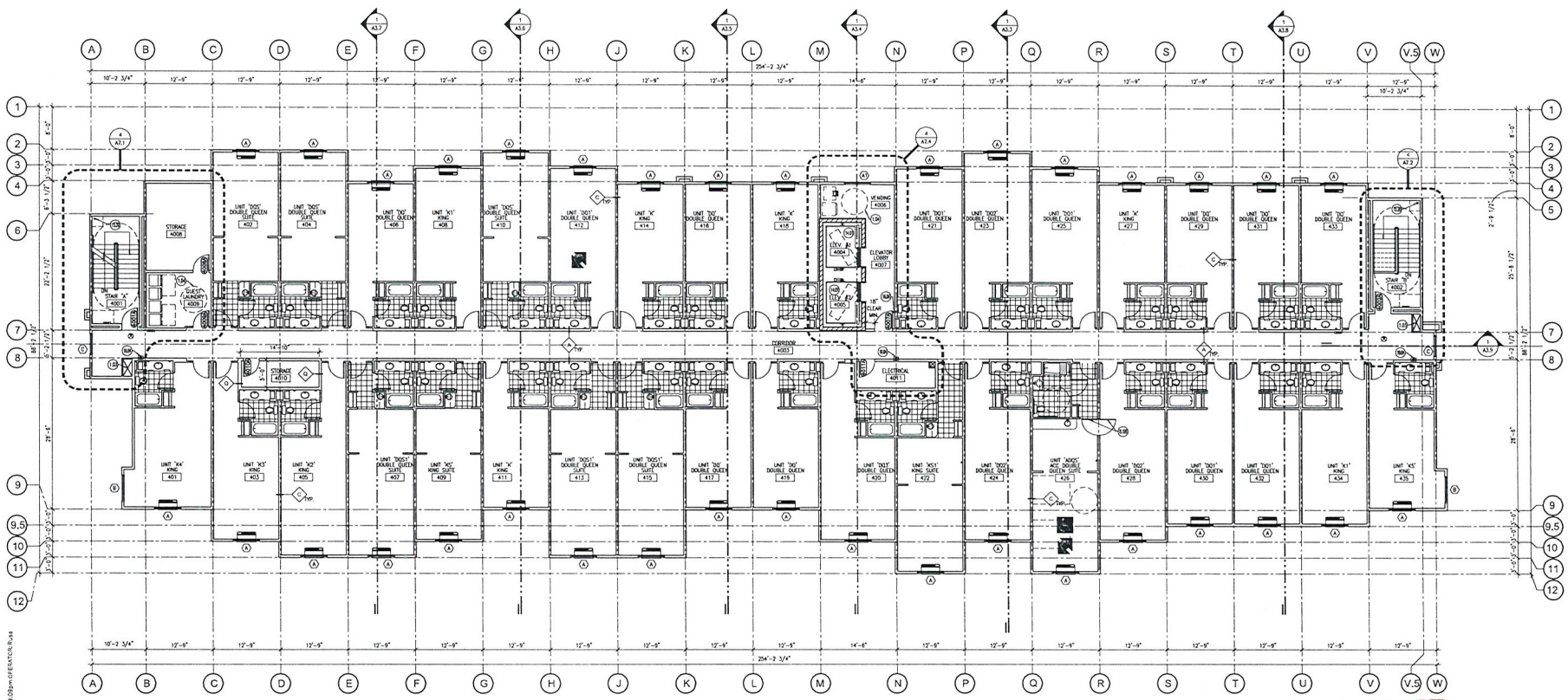

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FOURTH LEVEL - FLOOR PLAN
1/8" = 1'-0"

JEFF PAWLOWSKI REGISTERED No. 5827 ARCHITECT STATE OF NEVADA
EXPIRES: 12-31-2009

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Holiday Inn Express & Suites
LAS VEGAS NEVADA

REVISION:	DATE:	COMMENTS:
1	12/16/08	CITY COMMENTS

PROJECT NO. 07-314
DATE: 12-16-08
DRAWN BY: RK
CHECKED BY: JFP

SHEET TITLE: FOURTH LEVEL FLOOR PLAN

SHEET NUMBER: A2.4

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VERSION: 6.2a (LMS Tech)
LOCATION: C:\Revit Projects\0731A_A2-4.dwg
FILE: 0731A_A2-4.dwg
DATE/TIME: December 19, 2008 12:39:09pm OPERATOR: Ross

GENERAL NOTES:

1. VERIFY ALL FINISHES, COLORS, ROOF COLORS, AND ETC. WITH ARCHITECT & OWNER PRIOR TO BID.
2. BUILDING ADDRESS NUMBERS TO BE PROVIDED ON FRONT OF ALL BUILDINGS AND SHALL BE VISIBLE AND LEGIBLE FROM STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND AND SHALL BE 10" MIN. HIGH WITH A 1/2" STROKE. CONTRACTOR TO VERIFY WITH LOCAL AUTHORITY.
3. PARAPET & MANSARDS SHALL SCREEN ALL MECHANICAL EQUIPMENT.
4. ALL FLASHING TO BE PAINTED TO MATCH ADJACENT.
5. FOR ALL MATERIALS OR FINISHES: ALL CHANGES TO OCCUR AT INSIDE CORNERS ONLY.
6. GLAZING AT PEDESTRIAN LEVEL SHALL BE LIMITED TO A MAXIMUM REFLECTIVE RATING OF 22% (AS DEFINED BY N.I.S.T.)

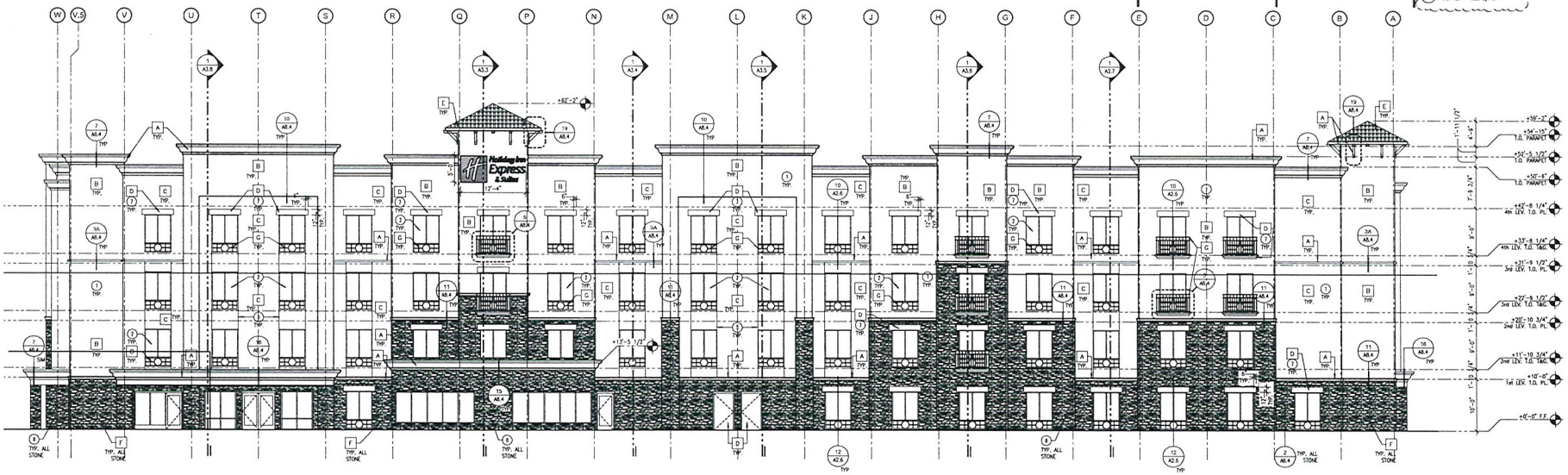
COLOR LEGEND

A	DIVINE WHITE	SW 6105
B	NOMADIC DESERT	SW 6107
C	HOPSACK	SW 6109
D	COCONUT HUSK	SW 6111
E	CONC. ROOFING TILE	EAGLE BEL-AIR 4687
F	CULTURED STONE	CARAMEL CSV-2007
G	POWDER COATED METAL	DARK BRONZE

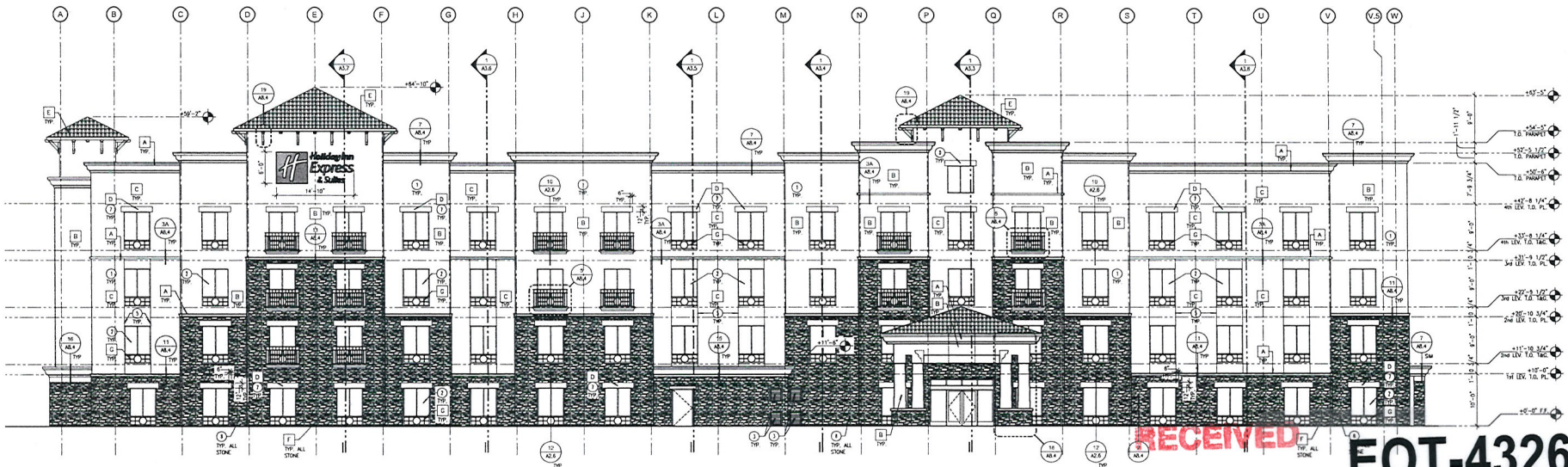
NOTE: COLOR SAMPLES OF ALL MATERIALS, NOT JUST THOSE LISTED ABOVE, SHALL BE SUBMITTED TO THE ARCHITECT AND OWNER FOR APPROVAL.

KEYNOTES

1. 3 COAT STUCCO SYSTEM
2. LOW 'E' GLASS WINDOW IN DARK BRONZE ALUM. FRAME
3. MECHANICAL GRILL TO BE PAINTED OR PRE FINISHED TO MATCH ADJACENT - SEE MECHANICAL FOR SIZING.
4. BUILDING SIGNAGE - CONTRACTOR TO COORDINATE POWER REQUIREMENTS WITH VENDOR
5. STUCCO CONTROL JOINT - SEE 28/A8.2
6. EXTERIOR LIGHT FIXTURES. SEE ELECTRICAL FOR SPECS.
7. 3 COAT STUCCO SYSTEM OVER E.P.S. FOAM POPOUT
8. CULTURED STONE INSTALLATION DETAILS - SEE 2/A8.4



NORTH ELEVATION 1 A3.1
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION 2 A3.1
SCALE: 1/8" = 1'-0"

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JEFF PAWLOWSKI
REGISTERED
No. 5027
ARCHITECT
STATE OF NEVADA
EXPIRES: 12-31-2009

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Holiday Inn Express & Suites

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REVISION:	DATE:	COMMENTS:
1	12/16/08	CITY COMMENTS

PROJECT NO:	07-314
DATE:	12-16-08
DRAWN BY:	RK
CHECKED BY:	JFP

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A3.1

GENERAL NOTES:

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COLOR LEGEND

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KEYNOTES

1. 3 COAT STUCCO SYSTEM
2. LOW 'E' GLASS WINDOW IN DARK BRONZE ALUM. FRAME
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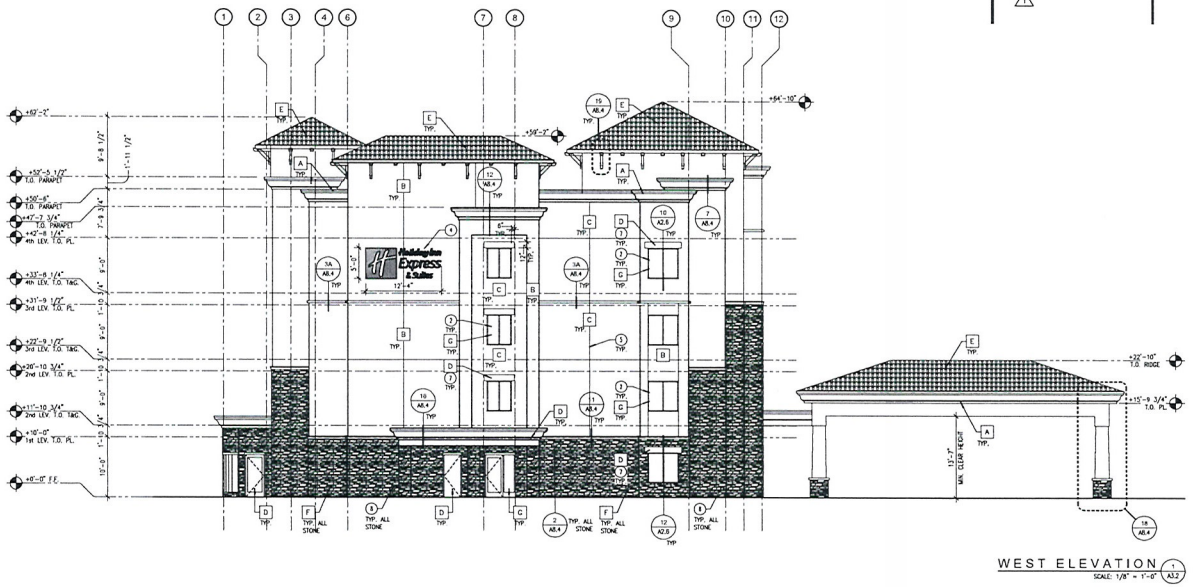
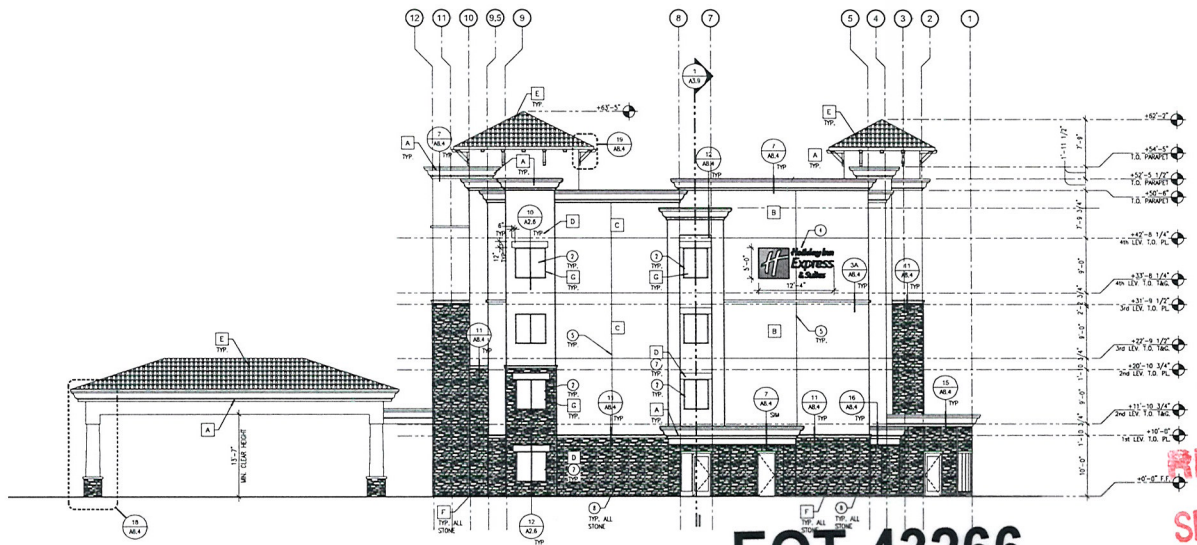


WEST ELEVATION
SCALE: 1/8" = 1'-0" (1/A3.2)



EAST ELEVATION
SCALE: 1/8" = 1'-0" (2/A3.2)

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EXPIRES: 12-31-2009

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REVISIONS:	DATE:	COMMENTS:
1	12/16/08	CITY COMMENTS

PROJECT NO:	07-314
DATE:	12-16-08
DRAWN BY:	RK
CHECKED BY:	JFP

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A3.2

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LAS VEGAS CITY COUNCIL

OSCAR B GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D ROSS
RICKI Y BARLOW

DOUGLAS A SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702 229 6011
TDD 702 386 9108
www lasvegasnevada gov

September 21, 2007

Dr Doug Selby, City Manager
City Parkway V
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: SDR-23105 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 19, 2007
RELATED TO SUP-23106

Dear Dr Selby:

The City Council at a regular meeting held September 19, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED FOUR-STORY, 126-ROOM HOTEL on 2 4 acres on the east side of Tenaya Way, approximately 530 feet north of Peak Drive (a portion of APN 138-15-612-003), C-PB (Planned Business Park) Zone The Notice of Final Action was filed with the Las Vegas City Clerk on September 20, 2007. This approval is subject to:

Planning & Development

1 Approval of and conformance to the Conditions of Approval for Rezoning (Z-0068-85) 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 07/10/07, except as amended by conditions herein.

4. An Exception from 19.10 J.11 c is hereby approved, to allow 19 parking lot landscape fingers where 22 parking lot landscape fingers are required

5 A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner, the landscape plan shall include irrigation specifications

EOT-43266

6 Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

7 Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

8 All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets

9 All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19 12 040

10 Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off 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

11 A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures

12. All City Code requirements and design standards of all City Departments must e satisfied, except as modified herein.

Public Works

13 Provide proof of a recorded joint access and parking agreement or other legal access rights between this site and the adjacent parcel to the south prior to the issuance of any permits.

14 An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits or the submittal of any construction drawings, whichever may occur first Provide and improve all drainageways as recommended in the approved drainage plan/study

EOT-43266

15 Site development to comply with all applicable conditions of approval for Z-68-85 and all other subsequent applicable site-related actions

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept
Development Coordination-DPW
Dept. of Fire Services

Mr. Larry Yoeman
McKellar Development Group, Inc.
3340 South Topaz Street, Suite #240
Las Vegas, Nevada 89121

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
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STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

October 22, 2009

Mr. James McKellar, Jr.
N.W.H. II, Ltd
3340 South Topaz Street, #240
Las Vegas, Nevada 89121

RE: EOT-35843 - EXTENSION OF TIME
CITY COUNCIL MEETING OF OCTOBER 21, 2009

Dear Applicant:

The City Council at a regular meeting held October 21, 2009, APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-23105) FOR A PROPOSED FOUR-STORY, 126-ROOM HOTEL on 2.4 acres on the east side of Tenaya Way, approximately 530 feet north of Peak Drive (APN 138-15-612-012 and 013), C-PB (Planned Business Park) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 22, 2009. This approval is subject to:

Planning and Development

1. This Site Development Plan Review (SDR-23105) shall expire on September 19, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Site Development Plan Review (SDR-23105) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Larry G. Yeoman
McKellar Development Group, Inc.
3340 South Topaz Street, Suite #240
Las Vegas, NV 89121

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
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Printed with environmentally friendly soy ink.

McKELLAR
DEVELOPMENT
GROUP, INC.

3340 S. TOPAZ
SUITE #240
LAS VEGAS
NEVADA 89121
FAX: (702) 737-1312
TEL: (702) 737-1324

September 15, 2011

Bill Arent
Las Vegas City Hall
Office of Business Dev.
400 Stewart Ave. 2nd Floor
Las Vegas, NV 89101

RE: Holiday Inn Express at L.V. Tec Center
Refer to the April 21, 2009 letter

Dear Bill:

It becomes necessary again to ask for an additional extension to October 2012 as the economic climate has improved very little. First and foremost our intention was and always has been to build out this property. That is our business; we are not speculators by choice.

Thank you for your cooperation.

Sincerely,

James A. McKellar, Jr.

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City of Las Vegas

EOT-43266
EOT-43268

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

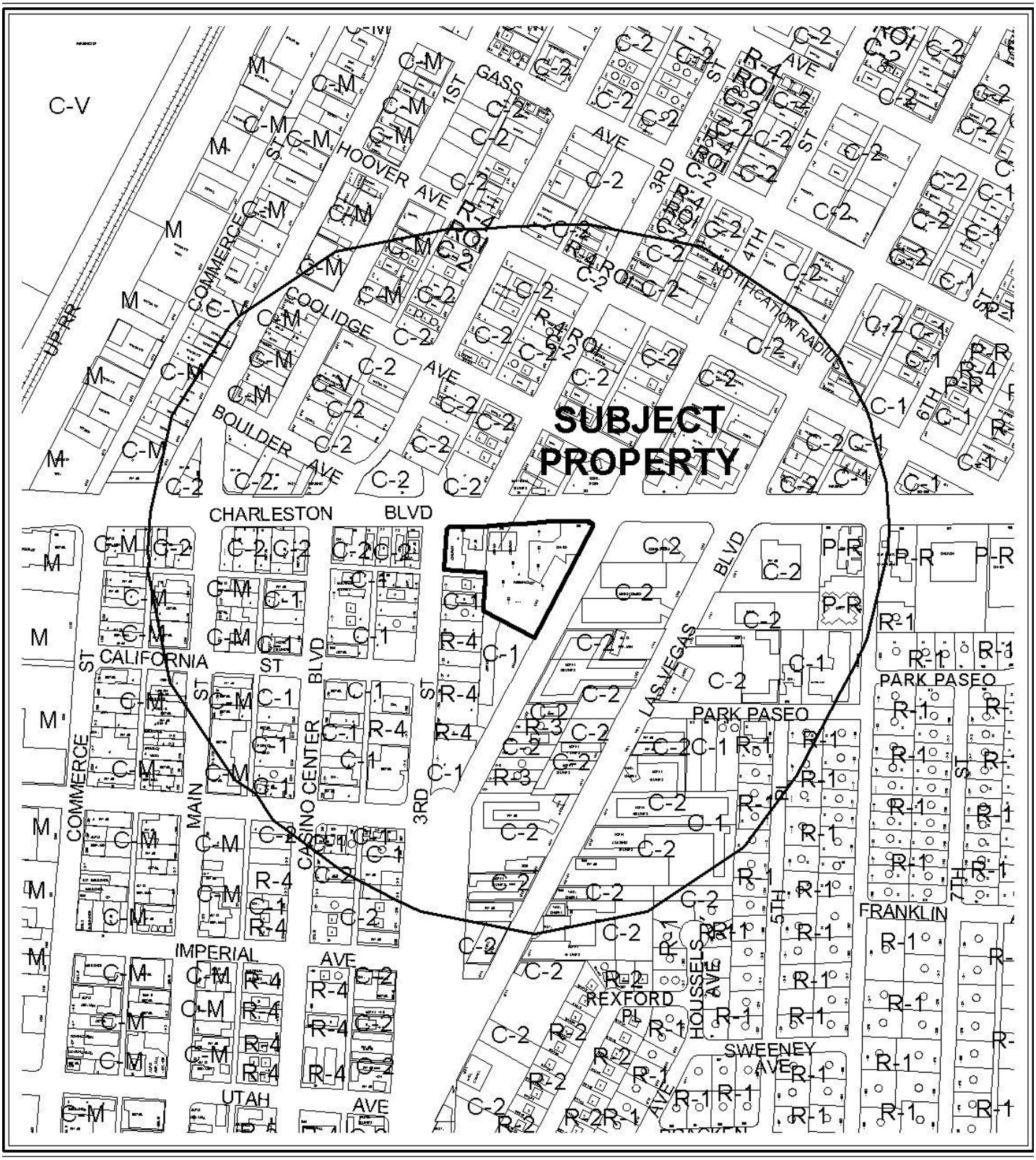
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42182 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC - For possible action on a request for a Major Amendment of a previously approved Special Use Permit (SUP-20519) FOR A PROPOSED 24-STORY MIXED-USE DEVELOPMENT CONSISTING OF 33,000 SQUARE FEET OF COMMERCIAL SPACE, 1,150 RESIDENTIAL UNITS AND A 135-FOOT TALL PARKING STRUCTURE on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (5-0-2 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 (5-0-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - SUP-42182 and SDR-41600
2. Request to Withdraw - Submitted by KCRGF – SUP-42182 and SDR-41600
3. Conditions and Staff Report - SUP-42182 and SDR-41600
4. Supporting Documentation
5. Photos - SUP-42182 and SDR-41600
6. Justification Letter



0 300 600 Feet

CASE: **SUP-42182 AND SDR-41600**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (Limited Commercial)

N

0 300 600 Feet

CASE: **SUP-42182 AND SDR-41600**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (Limited Commercial)

N

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW

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September 21, 2011

Via Facsimile – 382-4803

Ms. Beverly Bridges
City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

Re: Withdrawal of Application Nos. SUP 42182 and SDR 41600

Dear Beverly:

This office represents the applicant with respect to the above referenced applications. We respectfully request that these applications be withdrawn without prejudice. If you have any questions, please feel free to call me.

Thank you.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Tabitha Fiddyment

Tabitha D. Fiddyment

TDF/ll

cc: Flinn Fagg

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 7, 2011 CITY COUNCIL MEETING

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42182	Staff recommends APPROVAL, subject to conditions:	
SDR-41600	Staff recommends APPROVAL, subject to conditions:	SUP-42182

** CONDITIONS **

SUP-42182 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Mixed-Use use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-41600) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-41600 CONDITIONS

Planning

1. Approval of and conformance to the conditions of approval for Special Use Permit (SUP-42182) shall be required, if approved.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-20502) and the Downtown Centennial Plan, except as amended herein.

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. Filing of Federal Aviation Administration Form 7460-1, "Notice of Proposed Construction or Alteration," shall be required, pursuant to 14 CFR Part 77.

5. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 06/16/11, except as amended by conditions herein.

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 06/16/11. 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. 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.

10. A revised site plan shall be submitted to and approved by the Department of Planning Department, prior to the time application is made for a building permit, depicting a handicap accessible route in accordance with Building and Safety Department requirements and Title 19.08.040 and 19.08.110.

11. 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 36-inch box shades trees along Charleston Boulevard as required by the Downtown Centennial Plan.

12. Revised elevations in accordance with Downtown Centennial Plan requirements shall be submitted to and approved by the Department of Planning Department prior to the time application is made for a building permit.

13. All utilities shall comply with the provisions of the Las Vegas Downtown Centennial Plan.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. A Petition of Vacation, such as VAC-29235, to eliminate all right-of-way and public access and/or utility easements in conflict with this site plan shall record prior to the issuance of any building permits or the recordation of a Final Map for this site, whichever may occur first.

16. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current Las Vegas Downtown Centennial Plan Standards concurrent with development of this site, except as amended by Conditions of Approval related to this project.

17. Prior to the submittal of a Tentative Map or civil construction drawings for this site, a sewer relocation and abandonment plan for all public sewers in conflict with this site shall be submitted and approved by the Sanitary Sewer Planning Section of the Department of Public Works. All existing public sewer easements in conflict with this site shall be vacated prior to the recordation of a Final Map for this site and new public sewer easements granted as necessary. Sewer service to existing upstream parcels shall be maintained during relocation.

18. Landscape and maintain all unimproved rights-of-way, if any, on 3rd Street, 4th Street and Charleston Boulevard 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.

19. Submit an Encroachment Agreement for landscaping and private improvements, if any, in the 3rd Street, 4th Street, and Charleston Boulevard public rights-of-way prior to the issuance of permits for these improvements. 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.

20. Obtain an Occupancy Permit from the Nevada Department of Transportation (NDOT) for all driveways or other private improvements in the East Charleston Boulevard public right-of-way adjacent to this site prior to constructing any improvements within NDOT jurisdiction.

21. Prior to the submittal of construction drawings for this site, meet with the Clark County School District to discuss the impact this site plan has on the district's schools and to identify possible methods to mitigate the impacts.

22. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

23. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

SS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is completely developed with three existing buildings containing office, general retail and church uses along Charleston Boulevard and parking in the rear. An alley and access easement that has been approved for vacation currently provides access to the interior from Charleston Boulevard and Third Street. There are two additional existing driveways from Fourth Street. An existing Off-Premise Sign is located adjacent to the building at 330 East Charleston Boulevard. The site is currently entitled for a proposed 12-story Mixed Use Development with 1,100 residential units and 58,000 square feet of ground floor retail uses. The applicant proposes to increase the planned building's height to 24 stories, add 50 more for-rent units and decrease the commercial floor area to 33,000 square feet. In order to address parking, which originally had been planned to be located within a structure at the northeast corner of Casino Center Boulevard and Coolidge Avenue but is now proposed to be decreased and serve a proposed mixed-use development on that site, the applicant now proposes a similar 14-level structure containing 1,232 stalls and ground level commercial uses to be located on the subject site along Fourth Street. Access to the structure would be from within the development. The pedestrian plaza space on the interior will be retained. Streetscape and undergrounding of utilities will continue to be provided. As the site generally complies with the Downtown Centennial Plan and Title 19, staff recommends approval with conditions. If denied, the existing entitlements will still apply as long as they remain active.

ISSUES

- Mixed Use Developments within 18b The Las Vegas Arts District are permitted with approval of a Special Use Permit. A Major Amendment of the previously approved Special Use Permit (SUP-20519) for the Mixed Use Development at Fourth Street and Charleston Boulevard is required, based on the increased height and number of units and increase in total gross floor area compared to the previous approval.
- A Major Amendment of the previously approved Site Development Plan Review (SDR-20502) is required, based on the increased height, total gross floor area, residential density and material change in elevation drawings compared to the previous approval.
- Conditions have been added requiring revisions of the site plan, landscape plan and elevations in accordance with Title 19 and Downtown Centennial Plan requirements.
- The applicant must contact the Federal Aviation Administration (FAA) concerning construction of the proposed 24-story building, as it exceeds the federal threshold for notification of impacts to navigable airspace. A valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration," must be filed to the FAA pursuant to 14 CFR Part 77.
- A mapping action will be necessary to consolidate the lots within the existing commercial subdivision prior to issuance of building permits

Staff Report Page Two
November 2, 2011 – City Council Meeting

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) of approximately 230 acres generally located 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, 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).
11/02/94	The City Council approved a Petition to Vacate (VAC-0040-94) Third Place south of Charleston Boulevard, west of Fourth Street. An Extension of Time [VAC-0040-94(1)] was approved 11/30/95 by the Planning Commission. The Order of Vacation was recorded 07/05/96.
05/18/95	The City Council Approved a Rezoning (Z-0037-94) from R-1 (Single Family Residence) to C-1 (Limited Commercial) on property generally located east of Third Place, south of Charleston Boulevard. The Planning Commission and staff recommended approval.
12/20/95	The City Council approved a Rezoning (Z-0093-95) from R-4 (Apartment Residence) to C-1 (Limited Commercial) on property generally located west of Third Place, south of Charleston Boulevard. The Planning Commission and staff recommended approval.
04/03/96	The City Council granted the appeal of a Board of Zoning Adjustment denial, thereby approving a Special Use Permit (U-0008-96) for a 14-foot by 48-foot Off-Premise Sign on the subject property, reduced to 14 feet by 24 feet by condition, with a five year review. Staff recommended approval.
01/04/99	A two-lot commercial subdivision (Aquarius Plaza) was recorded on the subject site.
10/01/03	The City Council approved a Site Development Plan Review (SDR-2784) for a 12,103 square-foot office building on a portion of 2.18 acres adjacent to the southwest corner of Charleston Boulevard and 4th Street. The Planning Commission and staff recommended approval.
04/19/06	The City Council approved an amendment to the Master Plan of Streets and Highways (MSH-11632) to include the Casino Center Boulevard/Third Street Connector as an 80-foot Secondary Collector. The Planning Commission and staff recommended approval.
05/16/07	The City Council approved a Rezoning (ZON-20507) from P-R (Professional Office and Parking), C-1 (Limited Commercial) and C-2 (General Commercial) to C-1 (Limited Commercial) on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-20519) for a 12-story Mixed Use Development including 58,000 square feet of commercial space and 1,100 residential condominium units at the southwest corner of Charleston Boulevard and Fourth Street. The Planning Commission and staff recommended approval.

05/16/07	The City Council approved a Petition to Vacate (VAC-20522) a 20-foot service alley and access easement generally located east of Third Street, commencing approximately 137 feet south of the southeast corner of Charleston Boulevard and Third Street. The Planning Commission and staff recommended approval. The approval expired 05/16/08.
	The City Council approved a Site Development Plan Review (SDR-20492) for a 120-foot-high, 1,500-space parking structure with 12,000 square feet of ground floor commercial space on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a Site Development Plan Review (SDR-20502) for a 12-story Mixed Use Development including 58,000 square feet of commercial space and 1,100 residential condominium units on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street. The Planning Commission and staff recommended approval.
11/05/08	The City Council approved a Petition to Vacate (VAC-29235) a 20-foot wide public alley and access easement generally located east of 3rd Street, commencing approximately 137 feet south of the southeast corner of 3rd Street and Charleston Boulevard. The Planning Commission and staff recommended approval.
04/15/09	The City Council approved an Extension of Time (EOT-33725) of a previously approved Rezoning (SDR-20507) from P-R (Professional Office and Parking), C-1 (Limited Commercial) and C-2 (General Commercial) to C-1 (Limited Commercial) on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street. Staff recommended approval.
	The City Council approved an Extension of Time (EOT-33724) of a previously approved Special Use Permit (SUP-20519) for a 12-story Mixed Use Development including 58,000 square feet of commercial space and 1,100 residential condominium units at the southwest corner of Charleston Boulevard and Fourth Street. Staff recommended approval.
	The City Council approved an Extension of Time (EOT-33723) of a previously approved Site Development Plan Review (SDR-20492) for a 120-foot-high, 1,500-space parking structure with 12,000 square feet of ground floor commercial space on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue. Staff recommended approval.
	The City Council approved an Extension of Time (EOT-33726) of a previously approved Site Development Plan Review (SDR-20502) for a 12-story Mixed Use Development including 58,000 square feet of commercial space and 1,100 residential condominium units on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street. Staff recommended approval.
05/20/09	The City Council approved a Required Review (RQR-32942) of an approved Special Use Permit (U-0008-96) for a 14-foot by 24-foot Off-Premise Sign on the subject property. Planning Commission recommended approval. Staff recommended denial.

05/28/09	Department of Planning staff approved a Minor Amendment (SDR-34113) of a previously approved Site Development Plan Review (SDR-20502) to relocate service access and reduce the floor area of the storage and mechanical building on property located at the southwest corner of Charleston Boulevard and Fourth Street.
07/01/09	The City Council approved a Special Use Permit (SUP-33590) for a Mixed Use Development on the east side of Third Street, approximately 160 feet south of Charleston Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a Site Development Plan Review (SDR-33587) for a proposed 16-story, 238-unit Mixed Use Development with 22,500 square feet of commercial space on 0.55 acres on the east side of Third Street, approximately 160 feet south of Charleston Boulevard. The Planning Commission and staff recommended approval.
12/11/09	The Department of Planning approved an Extension of Time (EOT-36621) of a previously approved Petition to Vacate (VAC-29235) a 20-foot wide public alley and access easement generally located east of 3rd Street, commencing approximately 137 feet south of the southeast corner of 3rd Street and Charleston Boulevard.
04/07/10	The City Council approved a Required Review (RQR-37490) of an approved Special Use Permit (U-0008-96) for a 14-foot by 24-foot Off-Premise Sign on the subject property. Staff recommended denial.
12/07/10	The Department of Planning approved a two-year Extension of Time (EOT-40171) of a previously approved Petition to Vacate (VAC-29235) a 20-foot wide public alley and access easement generally located east of 3rd Street, commencing approximately 137 feet south of the southeast corner of 3rd Street and Charleston Boulevard.
04/06/11	The City Council approved a Required Review (RQR-40946) of an approved Special Use Permit (U-0008-96) for a 14-foot by 24-foot Off-Premise Sign on the subject property. Staff recommended approval.
07/20/11	The City Council approved an Extension of Time (EOT-41596) of a previously approved Special Use Permit (SUP-20519) for a 12-story Mixed Use Development including 58,000 square feet of commercial space and 1,100 residential condominium units at the southwest corner of Charleston Boulevard and Fourth Street. Staff recommended approval.
	The City Council approved an Extension of Time (EOT-41597) of a previously approved Site Development Plan Review (SDR-20502) for a 12-story Mixed Use Development including 58,000 square feet of commercial space and 1,100 residential condominium units on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street. Staff recommended approval.
	The City Council approved an Extension of Time (EOT-41595) of a previously approved Site Development Plan Review (SDR-20492) for a 120-foot-high, 1,500-space parking structure with 12,000 square feet of ground floor commercial space on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue. Staff recommended approval.
08/09/11	The Planning Commission voted (5-0-2/ts/rt) to recommend APPROVAL (PC Agenda Items # 24 & 25/ss)

Most Recent Change of Ownership	
05/02/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1953	The existing building at 300 East Charleston Boulevard was constructed.
c. 1963	The existing building at 320 East Charleston Boulevard was constructed.
09/12/94	A building permit (#94350457) was issued for a building addition (shell only) at 330 East Charleston Boulevard. A final inspection was completed on 06/15/95.
06/26/95	A building permit (#95874137) was issued for a 138 square-foot on-premise freestanding sign at 310 East Charleston Boulevard. The permit expired 12/23/95 but was renewed 07/09/96 as Permit #96013641 at 330 East Charleston Boulevard. A final inspection was completed on 09/17/96.
08/06/96	A building permit (#96015843) was issued for a 336 square-foot (14-foot by 24-foot) off-premise sign at 330 East Charleston Boulevard. There is no record of a final inspection.
01/17/97	A building permit (97001330) was issued for an exterior remodel at 300 East Charleston Boulevard. A final inspection was completed on 03/24/98.
02/26/98	A building permit (98004038) was issued for tenant improvements at 330 East Charleston Boulevard. A final inspection was completed on 03/20/98.
09/02/05	A business license (Q13-00290) was issued for a law firm at 300 East Charleston Boulevard, Suite #105. The license is still active.
05/05/10	A building permit (160080) was issued for eight existing non-illuminated on-premise signs at 330 East Charleston Boulevard. A final inspection was approved on 06/09/10.
05/03/11	A business license (Q13-01401) was issued for a law firm at 300 East Charleston Boulevard, Suite #105. The license is still active.

Pre-Application Meeting	
04/21/11	A pre-application meeting was held with the applicant, in which items needed for submittal of a Special Use Permit and Site Development Plan Review were discussed. The major issues discussed included the following: • The two applications would be major amendments of the previously approved mixed use development at the southwest corner of Fourth Street and Charleston Boulevard, to which parking at the Casino Center site is tied. • The applicant plans to apply for extensions of time on the previous entitlements on both sites. • No changes are planned to be made to the Aquarius site at Fourth Street and Charleston Boulevard.

04/21/11	• A mapping action will be necessary to consolidate the legal lots underlying the Casino Center site prior to issuance of building permits. • Location(s) where loading/unloading of merchandise would occur • A traffic impact analysis will be required. • Right-of-way encroachments may be requested as part of the Site Development Plan Review. A DINA is required for the combined sites.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/05/11	A field check was conducted at the subject site. The following items were noted: • The site is fully developed with buildings, surface parking and an off-premise sign. • The site is well-maintained, although the monument sign facing Fourth Street contains some graffiti.

Details of Application Request	
Site Area	
Net Acres	2.67

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Offices General Retail Store Church (2)	C (Commercial)	C-1 (Limited Commercial)
North	Undeveloped Multi-Family Residential (Apartments) General Retail Store	C (Commercial)	C-2 (General Commercial)
South	Office Multi-Family Residential (Apartments)	C (Commercial) MXU (Mixed Use)	C-1 (Limited Commercial)

East	Motel	C (Commercial)	C-2 (General Commercial)
	General Retail Store		
	Mini-Storage Facility		
West	Restaurant	C (Commercial)	C-2 (General Commercial)
	General Retail Store		C-2 (General Commercial)
	Multi-Family Residential (Apartments)	MXU (Mixed Use)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District (18b The Las Vegas Arts District)	X		N
Live/Work Overlay District	X		N/A
Trails (Tortoise Trail)	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	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08 and the Downtown Centennial Plan, the following standards apply to the proposal:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	21,160 SF	N/A
Min. Lot Width	N/A	140 Feet	N/A
Min. Setbacks			
• Front (3rd Street)	N/A	0 Feet	N/A
• Side	N/A	21 Feet	N/A
• Corner	N/A	0 Feet	N/A
• Rear	N/A	0 Feet	N/A
Max. Lot Coverage	N/A	56 %	N/A

Max. Building Height	N/A	270 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, gated, roofed	Y
Mech. Equipment	Screened	Screened	Y

Standard	***Approved SDR-20502***	***Proposed SDR-41600***	***Change***
Min. Setbacks			
• Front	0 Feet	0 Feet	None
• Side	5.8 Feet	21 Feet	262%
• Corner	5.5 Feet	0 Feet	-100%
• Rear	0 Feet	0 Feet	None
Max. Lot Coverage	70%	56%	-14%
Max. Building Height	160 Feet	270 Feet	69%
Number of Stories	12	24	100%
Residential Units	1,100	1,150	4.5%
Commercial Floor Area	58,000 SF	33,000 SF	-43%

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways	90-100	N
Third Street	Secondary Collector	Master Plan of Streets and Highways	80	Y
Fourth Street	Secondary Collector	Master Plan of Streets and Highways	80	Y

Streetscape Standards	***Required***	***Provided***	***Compliance***
Minimum sidewalk width	10 feet	10 feet	Y
Minimum amenity zone width	5 feet	5 feet	Y
Sidewalks	Corner ramps with patterned concrete	Corner ramps with patterned concrete	Y
Right-of-Way Improvements	Light fixtures, trash receptacles, benches, tree wells	Light fixtures, trash receptacles, benches, tree wells	Y
North-South Streets (Major)	Deglet-Noor Date Palms or similar, 25’ BTH at 30’ intervals	Deglet-Noor Date Palms, 25’ BTH at 30’ intervals	Y

East-West Streets	36" box drought-tolerant shade trees at 15-20' intervals	Alternating 24" box Honey Locust and Shoestring Acacia at 20' intervals	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	
General Retail Store, Other Than Listed	33,000 SF	1 space/ 250 SF GFA	132				
Multi-Family Residential – Studio and 1 Bedroom	1,150 units	1.25 spaces/ unit	1,438				
Multi-Family Residential – Guest spaces	1,150 units	1 space/ 6 units	192				
TOTAL SPACES REQUIRED			**1,762**		**1,235**		N
Regular and Handicap Spaces Required			1,757	5	1,234	1	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. Parking is proposed to be located primarily within an onsite automated parking garage. The site is near a major bus rapid transit route and is an area that is favorable for pedestrians. This project is subject to the handicapped parking requirements of the Downtown Centennial Plan, which references Title 19 handicapped parking requirements. However, the parking facilities are automated, eliminating the need for multiple physical handicap spaces at ground level.

ANALYSIS

The proposed development is subject to Downtown Centennial Plan standards, and pursuant to Section VIII.A of the Plan, qualifies as a New Development. The proposed mixed-use development occupies more than 50 percent of the block and is subject to full streetscape and utility requirements. This site is located within the Live/Work Overlay district. The proposed development will offer employment and housing options onsite, but no live/work units as described by UDC 19.10.170 are provided. The site is also within the boundaries of the Las Vegas Redevelopment Area; the proposed uses are in conformance with Redevelopment Plan

policies that encourage innovative, mixed use projects in this area. As part of 18b The Las Vegas Arts District, a Mixed-Use development is a permitted use with approval of a Special Use Permit. Although not included within the Airport Overlay District, the project includes a structure that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of a runway at the North Las Vegas Airport. Pursuant to 14 CFR Part 77, the Federal Aviation Administration must be notified of the proposed construction to determine what impact, if any, the proposal would have upon navigable airspace and whether the development requires any obstruction marking or lighting. A condition of approval addresses the notification requirement.

The site as proposed is generally in conformance with Downtown Centennial Plan and Title 19 requirements, with some exceptions. The site plan does not indicate a handicap accessible route from the public sidewalk to a primary entrance as required by Title 19.08 and must be revised to show this route. The landscape plan shows alternating 24-inch box shade trees along Charleston Boulevard where 36-inch box trees are required by the Arts District standards contained within the Downtown Centennial Plan. The elevations do not indicate any articulation or variation at the ground level, nor do they allow for usable space for residents at the balconies. Furthermore, the architectural design is not carried on all sides of the building as prescribed by the Arts District design standards. Conditions have been added requiring revisions to the plans prior to or at the time of submittal for building permits.

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, parking should be provided relative to the intensity of the uses on the site. The proposal would provide one space per residential unit and approximately 2.6 spaces per 1,000 square feet of commercial floor area, which is consistent with existing Downtown projects. Although the increase in residential units would require about 50 additional spaces, the reduction in commercial area compared to the approved plan would reduce typical parking demand by about 75 spaces, assuming a requirement of three spaces per 1,000 square feet. The mixed-use nature of the project should contribute to some reduction in automobile usage compared to a standalone commercial site, and the site is located in proximity to public transportation. Approval of this amended Site Development Plan Review would allow this site to be parked independently of the proposed development at Casino Center Boulevard and Coolidge Avenue.

The Downtown Centennial Plan does not exempt applicants from providing handicap accessible parking for commercial uses. No handicap-accessible spaces are provided on the site because the automated garage eliminates this need; a lane is provided in front of the structure to allow handicapped patrons to be assisted in and out of their vehicles. One van accessible space is provided at grade.

Because the proposed primary building will cross an existing property line, a condition of approval will require remapping of the site as appropriate.

Signage was not indicated on the submitted elevations. All proposed signage will be subject to review at the time of submittal of applications for sign permits.

FINDINGS (SUP-41599)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The amended Mixed Use use as proposed can be conducted in a manner that is harmonious and compatible with surrounding land uses, as the site can accommodate the additional units and building space, and the surrounding area primarily consists of commercial and multi-family apartment uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed site can accommodate the increased density proposed by this amendment. The proposed decrease in commercial floor area will decrease the demand for parking.

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.**

   Third Street and Fourth Street, both existing secondary collectors, are adequate in size to meet the requirements of the amended Mixed-Use use proposed for the site.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of a Special Use Permit for a Mixed-Use development is consistent with the Las Vegas 2020 Master Plan Policy 1.1.3, which encourages new market rate, multi-unit mixed-use residential development on vacant or underutilized sites, with ground floor commercial components included where appropriate. The public health, safety and welfare will be protected through permitting and inspection processes.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The amended Mixed-Use development proposal complies with all Title 19.12 minimum Special Use Permit requirements.

FINDINGS (SDR-41600)

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;**

   With implementation of the proposed conditions, the development as amended would be compatible with the adjacent uses.

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 as proposed generally conforms to the Downtown Centennial Plan and Title 19. Revisions to the site plan, technical landscape plan and elevations are required as conditions of approval. The Las Vegas 2020 Master Plan calls for mixed-use residential and commercial development in areas such as this downtown site.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The proposed access points from Third Street and Fourth Street are adequate for the intensity of the uses on the site and will not negatively impact traffic in this portion of Downtown.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The metal and painted cement exteriors with stone trim are acceptable for the Downtown area. Tree size along Charleston Boulevard is not compatible with the streetscape pattern designated by the Downtown Centennial Plan and must be increased.

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 elevations shall be revised to comply with Downtown Centennial Plan design standards within the Arts District so that they may be compatible with other Downtown development. The proposed garage will have characteristics similar to the primary building on the site.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Development is subject to permitting and inspections, thereby securing the public health, safety and welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 429 (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-42182 APN: 162-03-115-001 and 002

Name of Property Owner: 305 Las Vegas LLC

Name of Applicant: Barnet Liberman

Name of Representative: APTUS

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Barnet L. Liberman

Subscribed and sworn before me

This 16th day of June, 20 11

_____

Notary Public in and for said County and State

JANET GRONIERI
Notary Public, State of New York
No. 31-4501747
Qualified in New York County
Commission Expires May 31, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Major Amendment to SUP-20519

Project Address (Location) 330 E. Charleston Boulevard

Project Name Aquarius Apartments **Proposed Use** Mixed Use

Assessor's Parcel #(s) 162-03-115-001 and 002 **Ward #** 3-Reese

General Plan: existing MXU proposed n/a **Zoning:** existing C-2 proposed n/a

Commercial Square Footage 58,000 **Floor Area Ratio**

Gross Acres 2.67 **Lots/Units** 1,100 **Density**

Additional Information

PROPERTY OWNER 305 Las Vegas LLC **Contact** Barnet Liberman

Address 421 Hudson Street **Phone:** (212) 243-1320 **Fax:** (212) 243-7305

City New York **State** NY **Zip** 10014

E-mail Address barnetlib@aol.com

APPLICANT Barnet Liberman **Contact** Barnet Liberman

Address 421 Hudson Street **Phone:** (212) 243-1320 **Fax:** (212) 243-7305

City New York **State** NY **Zip** 10014

E-mail Address barnetlib@aol.com

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** Nevada **Zip** 89104

E-mail Address kristen@aptusgroup.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 Barnet L. Liberman

Subscribed and sworn before me

This 16TH day of JUNE, 20 11.

_____

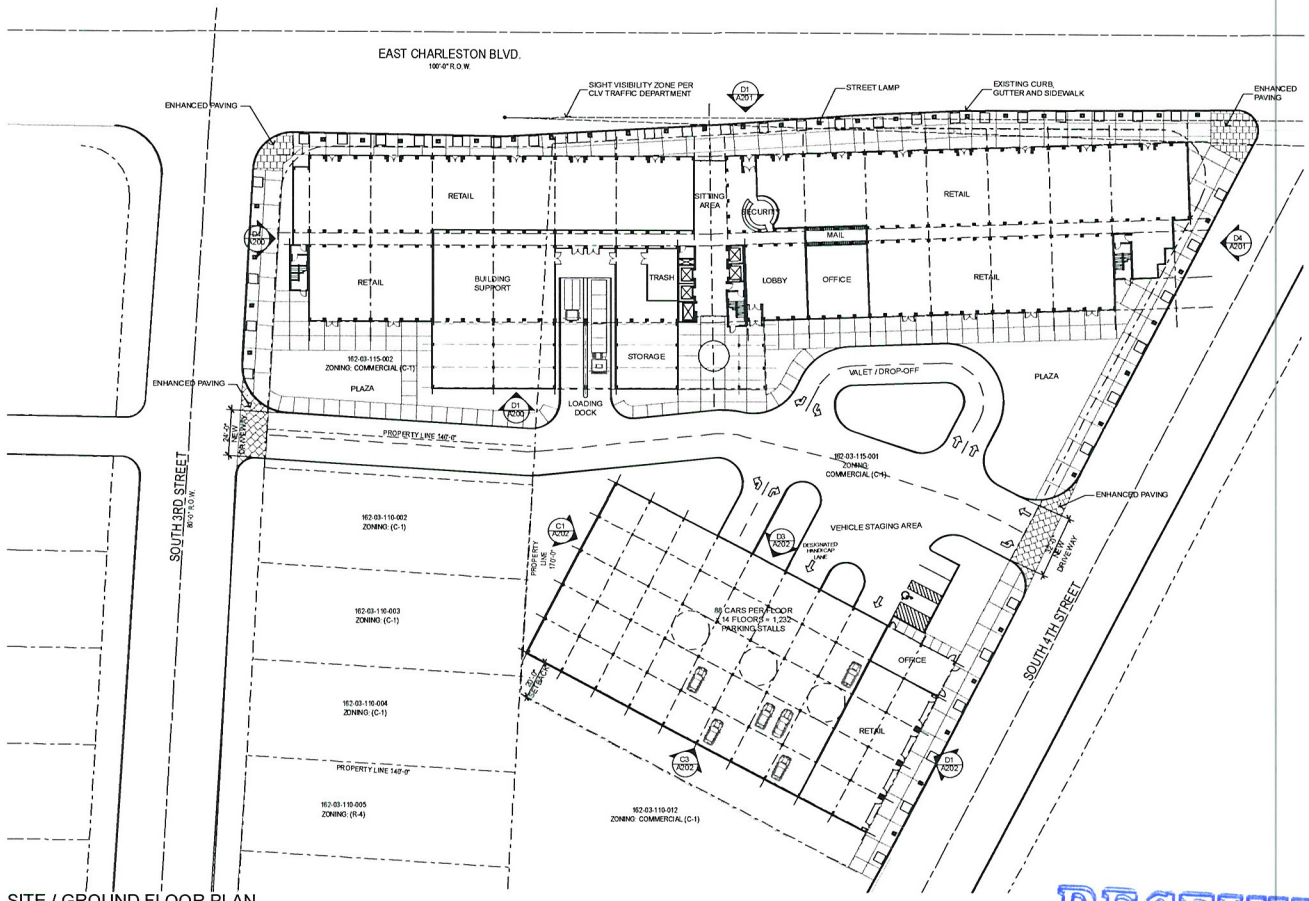
Notary Public in and for said County and State

JANET GRONIERI
Notary Public, State of New York
No. 31-4501747
Qualified in New York County
Commission Expires May 31, 2015

FOR DEPARTMENT USE ONLY

Case #	SUP-42182
Meeting Date:	8/9/11
Total Fee:	$1030.00
Date Received:*	6/20/11
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.



SITE / GROUND FLOOR PLAN

1" = 30'

VICINITY MAP

N.T.S.

LOCATION MAP

N.T.S.

Site and Project Information

SITE DATA

PARCEL NUMBER	162-03-115-001 162-03-115-002
JURISDICTION	CITY OF LAS VEGAS - 89104
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	MIXED USE (RETAIL, COMMERCIAL, AND RESIDENTIAL)
SITE AREA	116,305 NSF 2.67 NET ACRES

BUILDING SETBACKS (19.08.050 Table 1-Note 4, 6)

	REQUIRED	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	20'-0"

MAX HEIGHT	NA
ACTUAL HEIGHT	270'-0"
LOT COVERAGE ALLOWED	NA
ACTUAL LOT COVERAGE	50%

COMMERCIAL AREA

TOTAL SQUARE FOOTAGE	33,000 SF

UNITS

STUDIO	483
1 BEDROOM	667
TOTAL	1,150 UNITS

PARKING AREA

	REQUIRED PARKING	PROVIDED
BUILDING AREA		
COMMERCIAL	N/A	N/A
RESIDENTIAL	N/A	N/A
STANDARD PARKING SPACES		1,232 STANDARD PARKING STALLS IN AUTOMATED GARAGE 2 STANDARD, 1 H.C. ON GRADE 1,235 PARKING STALLS PROVIDED *NOTE: AUTOMATED PARKING GARAGE ACCOMODATES H.C. PARKING

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0 15' 30' 60'

LV Land Partners - Aquarius Residences

Site Development Review

3rd Street and Charleston Boulevard
Las Vegas, Nevada 89104

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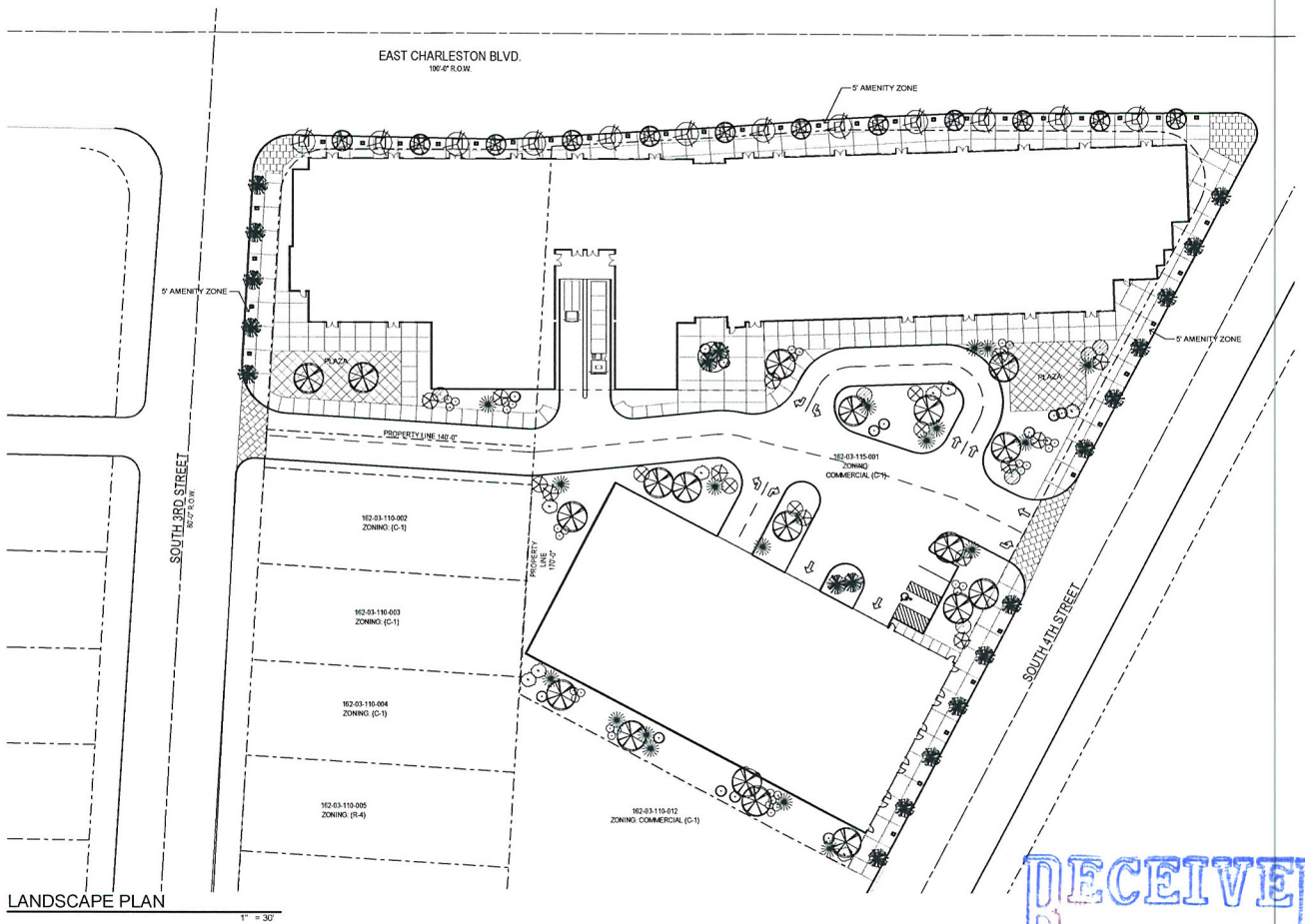
SITE PLAN

AS100

177.9 LV Land Partners - Aquarius Residences

SUP-42182

SDR-41600



LANDSCAPE PLAN

1" = 30'

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
TREES			
	HONEY LOCUST	prosopis	24" Box
	SHOESTRING ACACIA	acacia stenophylla	24" Box
	DEGLET-NOOR DATE PALM	-	24" Box
SHRUBS			
	TEXAS RANGER	leucophyllum frutescens 'Green Cloud'	5 gal
	GERMANDER	-	5 gal
	SALVIA	salvia greggii	5 gal
	CREPE MYRTLE	-	15 gal
	MEXICAN SAGE	salvia leucantha	5 gal
GROUND COVER			
	DESERT CARPET	myoporum parvifolium	5 gal
	LANTANA	lantana	3 gal
	REGAL MIST FOUNTAIN GRASS	muhlenbergia capillaris 'regal mist'	5 gal
ROCK MULCH	SIZE	COLOR	DEPTH
	3/8" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP
	1/4" MINUS GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP

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0' 15' 30' 60'

north

LANDSCAPE PLAN

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L100

177.9 LV Land Partners - Aquarius Residences

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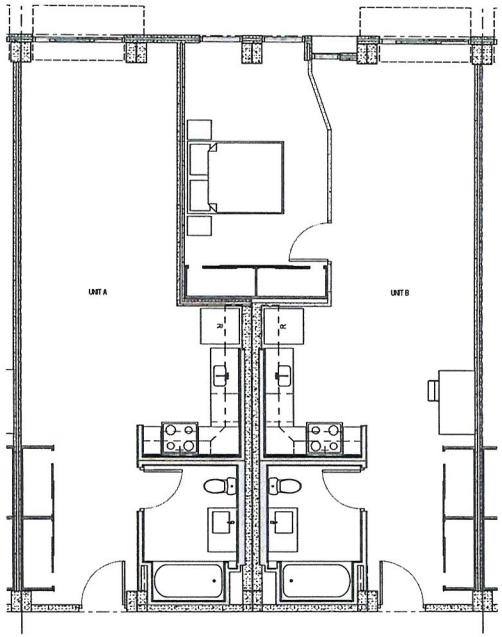
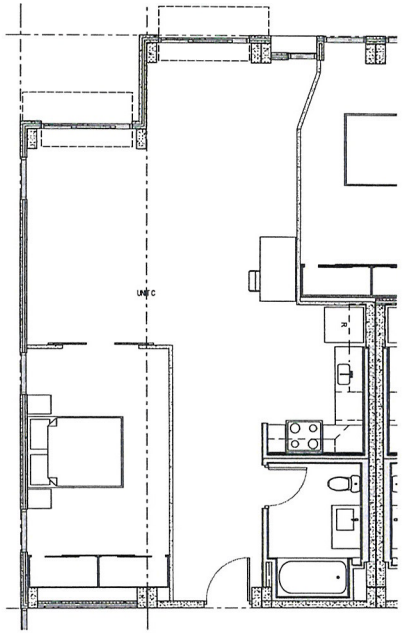
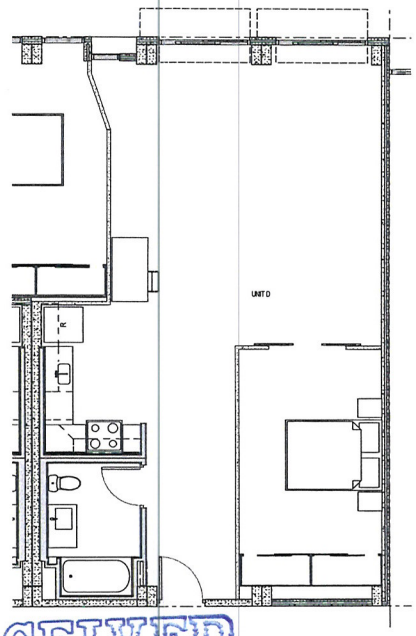


UNIT A-STUDIO & UNIT B-1 B.R.
1/4" = 1'-0"



UNIT C - 1 B.R.
1/4" = 1'-0"



UNIT D - 1 B.R.
1/4" = 1'-0"

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0' 2' 4' 8'

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UNIT PLANS

A101

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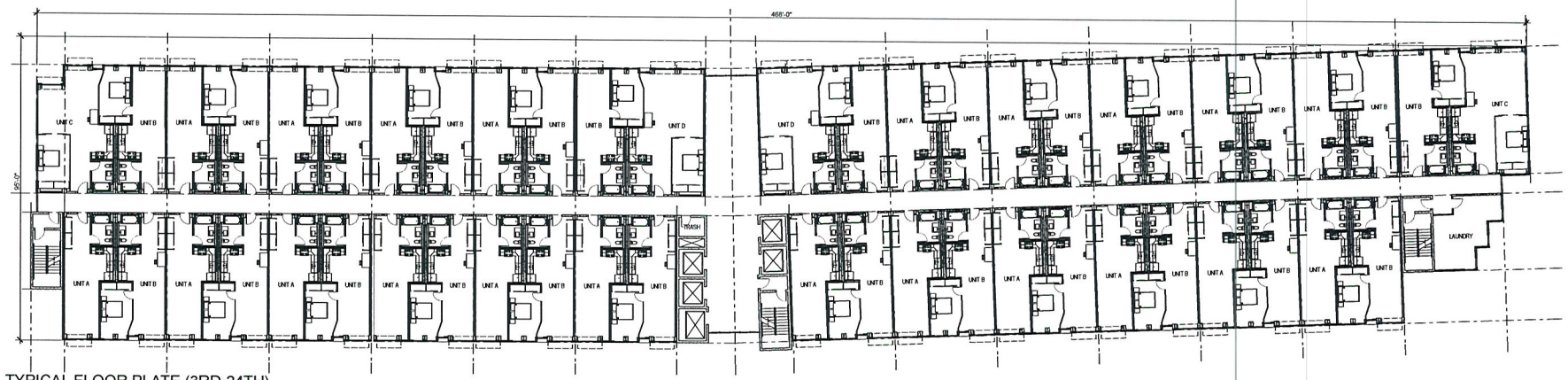
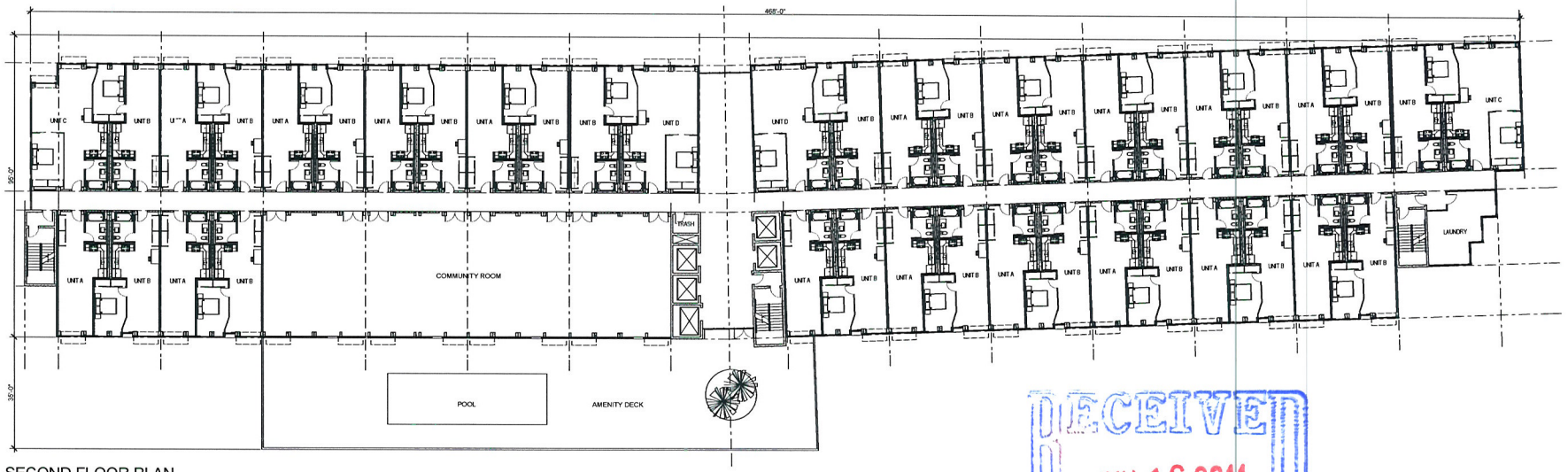
SDR-41600



TYPICAL FLOOR PLATE (3RD-24TH)
1/16" = 1'-0"



SECOND FLOOR PLAN
1/16" = 1'-0"

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SECOND FLOOR PLAN & TYPICAL FLOOR PLATE

A100

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0' 8' 16' 32'

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SDR-41600

06.17.9 LV Land Partners - Aquarius Residences

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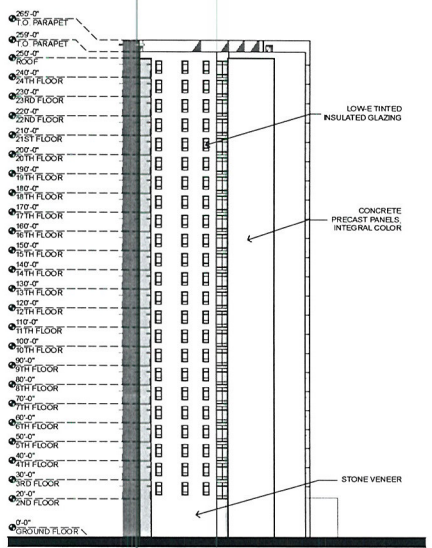
SOUTH ELEVATION

1" = 30'



WEST ELEVATION

1" = 30'

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ELEVATIONS

A200

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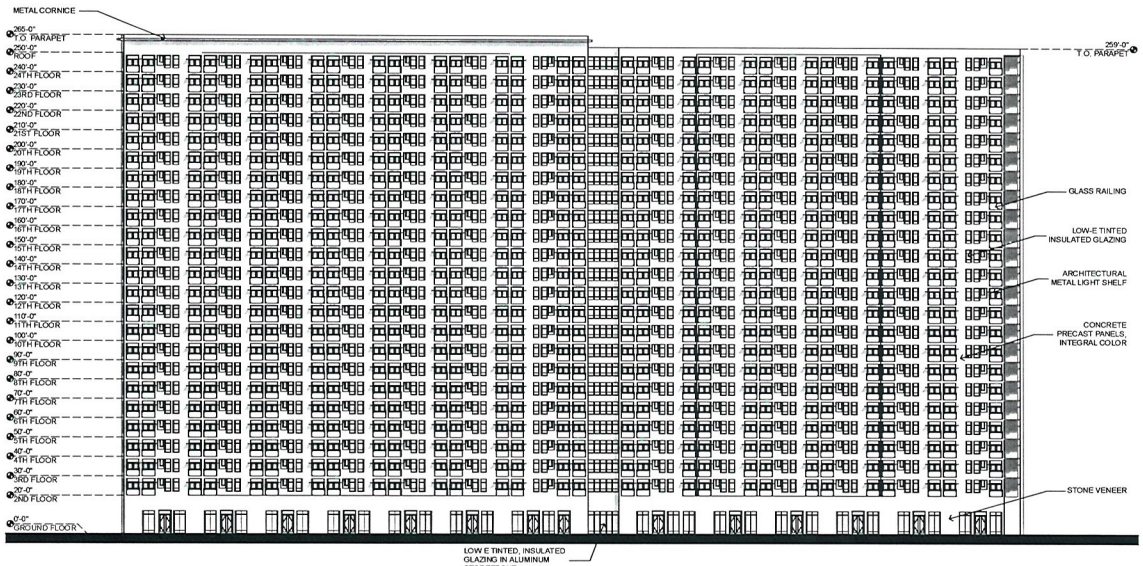
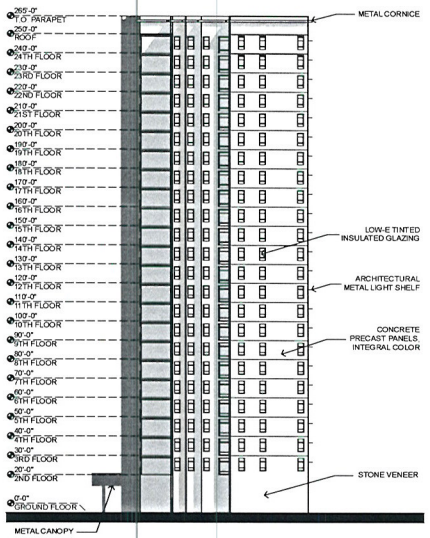
teamwork/drawings/06177 LV Land Partners-Aquarius Apartments 06162011_24.pln, smuller



NORTH ELEVATION

1" = 30'



EAST ELEVATION

1" = 30'

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ELEVATIONS

A201

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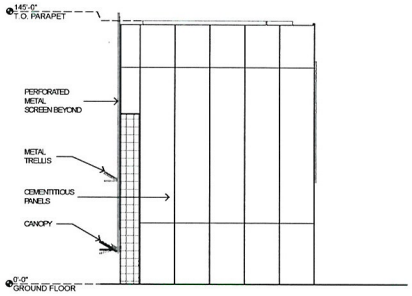
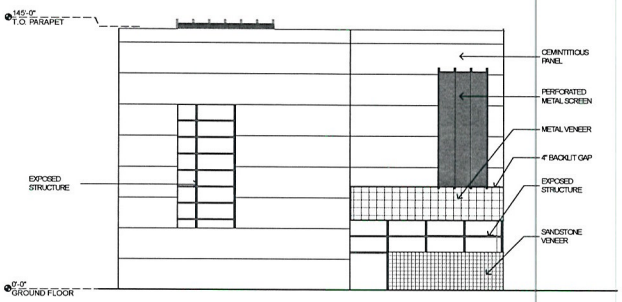


WEST ELEVATION

1" = 30'



SOUTH ELEVATION

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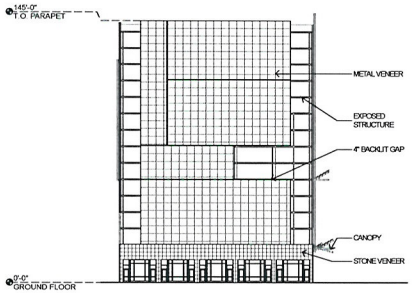
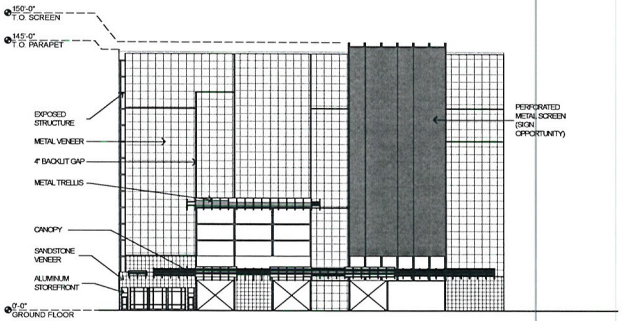


EAST ELEVATION

1" = 30'



NORTH ELEVATION

1" = 30'

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GARAGE ELEVATIONS

A202

SUP-42182
SDR-41600

SUP-42182 & SDR-41600 – APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC
SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND FOURTH STREET

06/02/11

SUP-42182 & SDR-41600 – APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC
SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND FOURTH STREET

06/02/11

SUP-42182 & SDR-41600 – APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC
SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND FOURTH STREET

06/02/11

SUP-42182 & SDR-41600 – APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC
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06/02/11

SUP-42182 & SDR-41600 – APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC
SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND FOURTH STREET

06/02/11

SUP-42182 & SDR-41600 – APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC
SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND FOURTH STREET

06/02/11

SUP-42182 & SDR-41600 – APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC
SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND FOURTH STREET

06/02/11

SUP-42182 & SDR-41600 – APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC
SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND FOURTH STREET

06/02/11

APTUS

June 16, 2011

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 162-03-115-001 and 002

Re:

a. Special Use Permit

Architecture
Engineering
Planning
Interiors
Landscape

To Whom It May Concern:

We respectfully submit this application for a Special Use Permit for the project "Aquarius Residences" at 4th Street and Charleston. This is a mixed use project containing ground floor commercial and "for-rent" residences above the ground floor. These parcels are currently zoned C-2 and are in the Downtown Centennial Plan, as well as the Arts District

This project proposes to have 1,150 apartments and 33,000 sf of commercial and an automated parking structure which has 1232 parking spaces with 3 on grades spaces.

Access to the automated parking structure will be off of the driveway that crosses the site from 4th Street to 3rd Street. All commercial tenants will be serviced from the front doors. There is no rear service access for the commercial tenants.

Downtown Centennial Plan standards are being met by way of landscaping and required amenity zone and wide pedestrian sidewalks, as well as alley and street corner paving and upgrades.

We are also requesting a waiver to allow the use of Mediterranean Fan Palms where Date Palms are required. The height of the palm trees will be per code at 25' and spaced at 30'-0" o.c.

With this application we are requesting an encroachment permit to allow for the awnings and trellises which compliment the façade and shelter storefront entrances to project out over the Right of way line.

The owners of this project will encourage all of its tenants to utilize and incorporate Green building strategies. For this project we will attempt to incorporate water and energy saving measures such as the utilization of occupancy sensors, drought tolerant landscaping, insulated windows, light colored paint and appropriately sized mechanical units. Also, the downtown location of this project encourages pedestrian usage which is enhanced by the proximity of the bus routes.

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JUN 16 2011

SUP-42182

The owner desires to provide much needed attainable rental housing within the downtown area of the city. To compliment the residential units will be ground floor commercial space. This residential and commercial development will be an asset to the city by helping to spur additional revitalization and reinforcing redevelopment in an area which has already begun a transformation.

We have made every attempt to try and follow City of Las Vegas Title 19 as well as the Centennial Plan as closely as possible in the design and layout of this site. Please join us in our attempt to bring much-needed high caliber product into downtown and to Las Vegas residents.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS

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JUN 16 2011

SUP-42182

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-41600 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-42182 - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC - For possible action on a request for a Major Amendment of a previously approved Site Development Plan Review (SDR-20502) FOR A PROPOSED 24-STORY MIXED-USE DEVELOPMENT, INCLUDING 33,000 SQUARE FEET OF COMMERCIAL SPACE, 1,150 RESIDENTIAL UNITS, AND A 135-FOOT TALL PARKING STRUCTURE on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (5-0-2 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 (5-0-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SDR-20502
4. City Council Approval Letter for SUP-20519
5. City Council Approval Letter for SDR-20492
6. Justification Letter

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-41600** APN: 162-03-115-001 and 002

Name of Property Owner: 305 Las Vegas LLC

Name of Applicant: Barnet Liberman

Name of Representative: APTUS

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: BARNET L LIBERMAN

Subscribed and sworn before me

This 28TH day of APRIL, 20 11

_____

Notary Public in and for said County and State

JANET GRONIERI
Notary Public, State of New York
No. 31-4501747
Qualified in New York County
Commission Expires May 31, 20 11

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Major Amendment to SDR-20502

Project Address (Location) 330 E. Charleston Boulevard

Project Name Aquarius Apartments **Proposed Use** Mixed use

Assessor's Parcel #(s) 162-03-115-001 and 002 **Ward #** 3- Reese

General Plan: existing MXU proposed n/a **Zoning:** existing C-2 proposed n/a

Commercial Square Footage 58,000 sf **Floor Area Ratio**

Gross Acres 2.67 **Lots/Units** 1,100 **Density**

Additional Information

PROPERTY OWNER 305 Las Vegas LLC **Contact** Barnet Liberman

Address 421 Hudson Street **Phone:** (212) 243-1320 **Fax:** (212) 243-7305

City New York **State** NY **Zip** 10014

E-mail Address barnetlib@aol.com

APPLICANT Barnet Liberman **Contact** Barnet Liberman

Address 421 Hudson Street **Phone:** (212) 243-1320 **Fax:** (212) 243-7305

City New York **State** NY **Zip** 10014

E-mail Address barnetlib@aol.com

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1212

City Las Vegas **State** NV **Zip** 89104

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 BARNET L LIBERMAN

Subscribed and sworn before me

This 28TH day of APRIL, 20 11.

_____

Notary Public in and for said County and State

JANET GRONIERI
Notary Public, State of New York
No. 31-4501747
Qualified in New York County
Commission Expires May 31, 20 14

FOR DEPARTMENT USE ONLY

Case #	SDR-41600
Meeting Date:	6.14.11 PC
Total Fee:	$1,030.00
Date Received:*	4/28/11
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

f:\depot\Application Packet\Application Form.pdf

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

May 18, 2007

Mr. David Mitchell
Live Work, LLC
41 East 60th Street, 6th Floor
New York, New York 10022

RE: SDR-20502 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF MAY 16, 2007
RELATED TO ZON-20507, SUP-20519, VAC-20522 AND SDR-20492

Dear Mr. Mitchell:

The City Council at a regular meeting held May 16, 2007 APPROVED the request for a Site Development Plan Review FOR A 12-STORY MIXED-USE DEVELOPMENT INCLUDING 58,000 SQUARE FEET OF COMMERCIAL SPACE AND 1,100 RESIDENTIAL CONDOMINIUM UNITS on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), P-R (Professional Office And Parking), C-1 (Limited Commercial) and C-2 (General Commercial) Zones [PROPOSED: C-1 (Limited Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on May 17, 2007. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-20507), Special Use Permit (SUP-20519), and Vacation (VAC-20522) 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, date stamped 04/06/07, and the landscape plan and building elevations, date stamped 03/13/07, except as amended by conditions herein.

4. 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

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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SDR-41600

the following changes from the conceptual landscape plan: add two palm trees to the south of the South 4th Street entry drive to bring the number and maximum distance into compliance with the Downtown Centennial plan. Further, tabulate all tree heights along with the quantities and sizes.

5. 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.

6. 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).

7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

8. All utility boxes exceeding 27 cubic 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 with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

12. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

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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.

Public Works

15. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Casino Center/3rd Street Realignment Project, Casino Center Bus Rapid Transit Project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

16. Submit a Petition of Vacation for all right-of-way and public access and/or utility easements in conflict with this site plan. The Order of Vacation must record prior to recordation of a Final Map for this site.

17. Prior to the submittal of a Tentative Map or civil construction drawings for this site, whichever occurs first, a sewer relocation and abandonment plan for all public sewers in conflict with this site shall be submitted and approved by the Collection Systems Section of the Department of Public Works. All existing public sewer easements in conflict with this site shall be vacated prior to the recordation of a Final Map for this site and new public sewer easements granted as necessary. Sewer service to existing downstream parcels shall be maintained during relocation.

18. Landscape and maintain all unimproved rights-of-way, if any, on 3rd Street, 4th Street and Charleston Boulevard adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

19. Submit an Encroachment Agreement for all landscaping, if any, located in the 3rd Street, 4th Street and Charleston Boulevard public right-of-way adjacent to this site prior to occupancy of this site.

20. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Charleston Boulevard public right-of-way adjacent to this site.

21. Submit an application for a deviation from Standard Drawing #222a for the driveways accessing this site from 3rd and 4th Streets.

22. Meet with the Clark County School District to discuss the impact this site plan has on the District's schools, and to identify possible methods to mitigate the impacts.

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SDR-41600

23. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-20507 and all other applicable site-related actions.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Barnett Liberman
Live Work, LLC
421 Hudson Street
New York, New York 10014

Ms. Kristen Neuman
Aptus Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
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LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

May 18, 2007

Mr. David Mitchell
Live Work, LLC
41 East 60th Street, 6th Floor
New York, New York 10022

RE: SUP-20519 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 16, 2007
RELATED TO ZON-20507, VAC-20522, SDR-20502 AND SDR-20492

Dear Mr. Mitchell:

The City Council at a regular meeting held May 16, 2007 APPROVED the request for a Special Use Permit FOR A 12-STORY MIXED-USE DEVELOPMENT INCLUDING 58,000 SQUARE FEET OF COMMERCIAL SPACE AND 1,100 RESIDENTIAL CONDOMINIUM UNITS at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), P-R (Professional Office and Parking), C-1 (Limited Commercial), and C-2 (General Commercial) Zones [PROPOSED: C-1 (Limited Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on May 17, 2007. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-20507), Vacation (VAC-20522) and Site Development Plan Review (SDR-20502) 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 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, Acting City Clerk

cc: See Attached List

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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TDD 702.386.9108
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SDR-41600

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Barnett Liberman
Live Work, LLC
421 Hudson Street
New York, New York 10014

Ms. Kristen Neuman
Aptus Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

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APR 28 2011

SDR-41600

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

May 18, 2007

Mr. David Mitchell
Live Work, LLC
41 East 60th Street, 6th Floor
New York, New York 10022

RE: SDR-20492 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF MAY 16, 2007
RELATED TO ZON-20507, SUP-20519, VAC-20522 AND SDR-20502

Dear Mr. Mitchell:

The City Council at a regular meeting held May 16, 2007 APPROVED the request for a Site Development Plan Review FOR A 120-FOOT HIGH 1,500 SPACE PARKING STRUCTURE WITH 12,000 SQUARE FEET OF GROUND FLOOR COMMERCIAL on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056, 057, 058 and 059), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 17, 2007. This approval is subject to:

Planning & Development

1. Conformance to the Conditions of Approval for Rezoning (Z-0100-64) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, date stamped 04/06/07, and the landscape plan and building elevations, date stamped 03/13/07, except as amended by conditions herein.

4. Recordation of a reversionary parcel map or administrative joining consolidating the parcels on the site prior to issuance of any building or grading permits.

5. All proposed signage locations as depicted on the building elevations, date stamped 03/13/07, must be for on-premise advertising only. Off-premise advertising signs will require separate approval through the Special Use Permit application process. All signage must meet the applicable requirements of the Downtown Centennial Plan and Title 19. All signage requires the issuance of a building permit.

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400 STEWART AVENUE
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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: all tree heights are to be included in the landscape legend to ensure compliance with the Downtown Centennial Plan's minimum streetscape standards.

7. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

8. 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.

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 19.12.040.

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. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

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SDR-41600

15. 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.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Casino Center/3rd Street Realignment Project, Casino Center Bus Rapid Transit Project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

18. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current Las Vegas Downtown Centennial Plan Standards concurrent with development of this site, except as amended by Conditions of Approval herein.

19. Submit a Reversionary Map for this site or coordinate with the City Surveyor to determine an acceptable mapping method; comply with the recommendations of the City Surveyor.

20. Landscape and maintain all unimproved rights-of-way, if any, on Casino Center Boulevard and Coolidge Avenue adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

21. Submit an Encroachment Agreement for all landscaping, if any, located in the Casino Center Boulevard and Coolidge Avenue public right-of-way adjacent to this site prior to occupancy of this site.

22. Submit an application for a deviation from Standard Drawing #222a for the driveways accessing this site from Coolidge Avenue. Revise the on-site circulation pattern to ingress from the alley and egress onto Coolidge Avenue.

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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.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Barnett Liberman
Live Work, LLC
421 Hudson Street
New York, New York 10014

Ms. Kristen Neuman
Aptus Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

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APTUS

June 16, 2011

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 162-03-115-001 and 002

Re:

a. Special Use Permit

Architecture
Engineering
Planning
Interiors
Landscape

To Whom It May Concern:

We respectfully submit this application for a Special Use Permit for the project "Aquarius Residences" at 4th Street and Charleston. This is a mixed use project containing ground floor commercial and "for-rent" residences above the ground floor. These parcels are currently zoned C-2 and are in the Downtown Centennial Plan, as well as the Arts District

This project proposes to have 1,150 apartments and 33,000 sf of commercial and an automated parking structure which has 1232 parking spaces with 3 on grades spaces.

Access to the automated parking structure will be off of the driveway that crosses the site from 4th Street to 3rd Street. All commercial tenants will be serviced from the front doors. There is no rear service access for the commercial tenants.

Downtown Centennial Plan standards are being met by way of landscaping and required amenity zone and wide pedestrian sidewalks, as well as alley and street corner paving and upgrades.

We are also requesting a waiver to allow the use of Mediterranean Fan Palms where Date Palms are required. The height of the palm trees will be per code at 25' and spaced at 30'-0" o.c.

With this application we are requesting an encroachment permit to allow for the awnings and trellises which compliment the façade and shelter storefront entrances to project out over the Right of way line.

The owners of this project will encourage all of its tenants to utilize and incorporate Green building strategies. For this project we will attempt to incorporate water and energy saving measures such as the utilization of occupancy sensors, drought tolerant landscaping, insulated windows, light colored paint and appropriately sized mechanical units. Also, the downtown location of this project encourages pedestrian usage which is enhanced by the proximity of the bus routes.

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1200 South 4th Street
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Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
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Riverside, California 92507
P 951.823.0555
F 951.823.0550

aptusgroup.com

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JUN 16 2011

SDR-41600
REVISED

The owner desires to provide much needed attainable rental housing within the downtown area of the city. To compliment the residential units will be ground floor commercial space. This residential and commercial development will be an asset to the city by helping to spur additional revitalization and reinforcing redevelopment in an area which has already begun a transformation.

We have made every attempt to try and follow City of Las Vegas Title 19 as well as the Centennial Plan as closely as possible in the design and layout of this site. Please join us in our attempt to bring much-needed high caliber product into downtown and to Las Vegas residents.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS

SDR-41600
REVISED

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

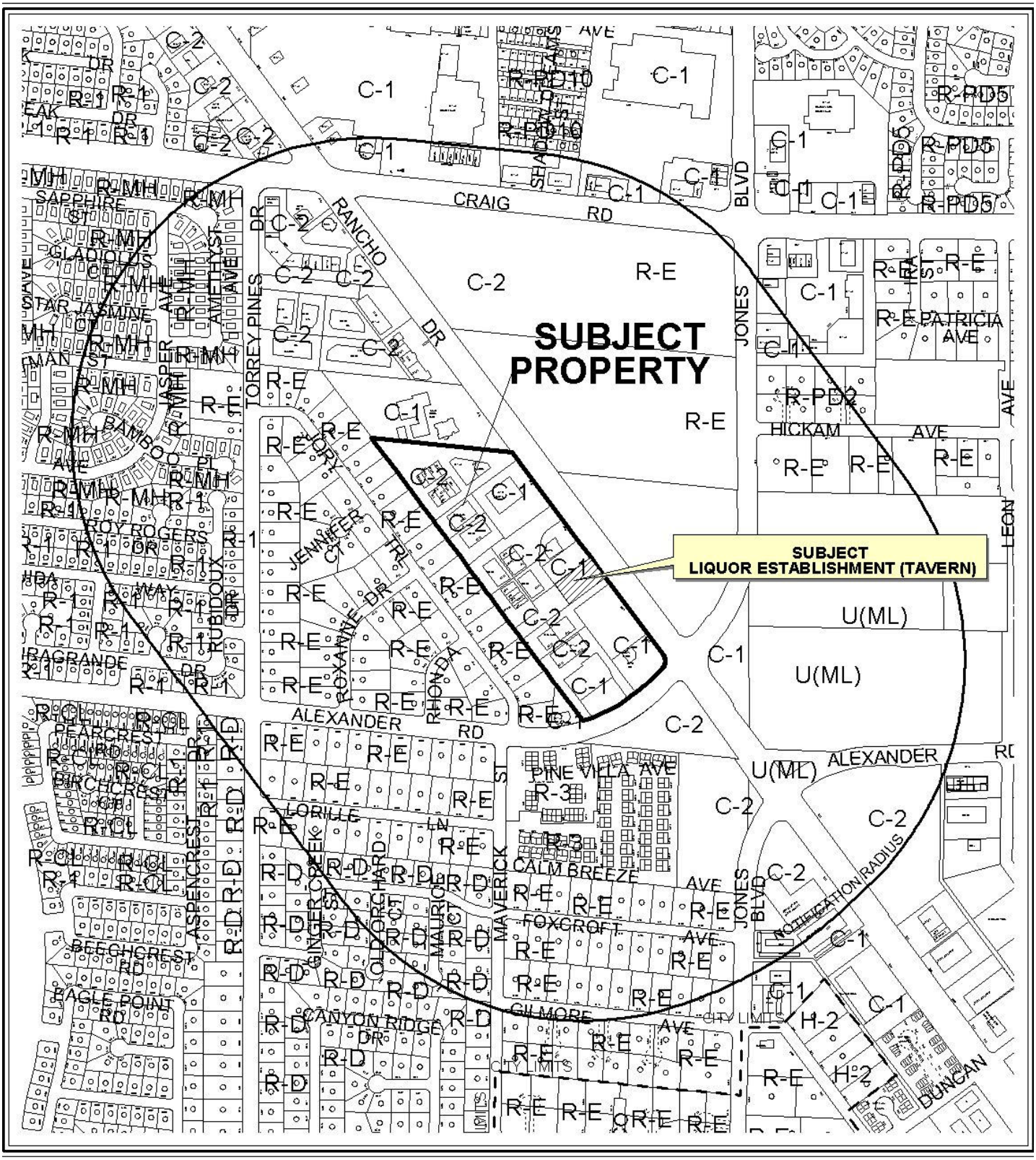
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-43097 - ABEYANCE ITEM - RENOTIFICATION - 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). NOTE: APPLICATION AMENDED TO APPLICANT/OWNER: BANK OF NEVADA Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Protest/Support Postcards



0 300 600 Feet

CASE: **EOT-43097**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL) AND C-1 (Limited Commercial)

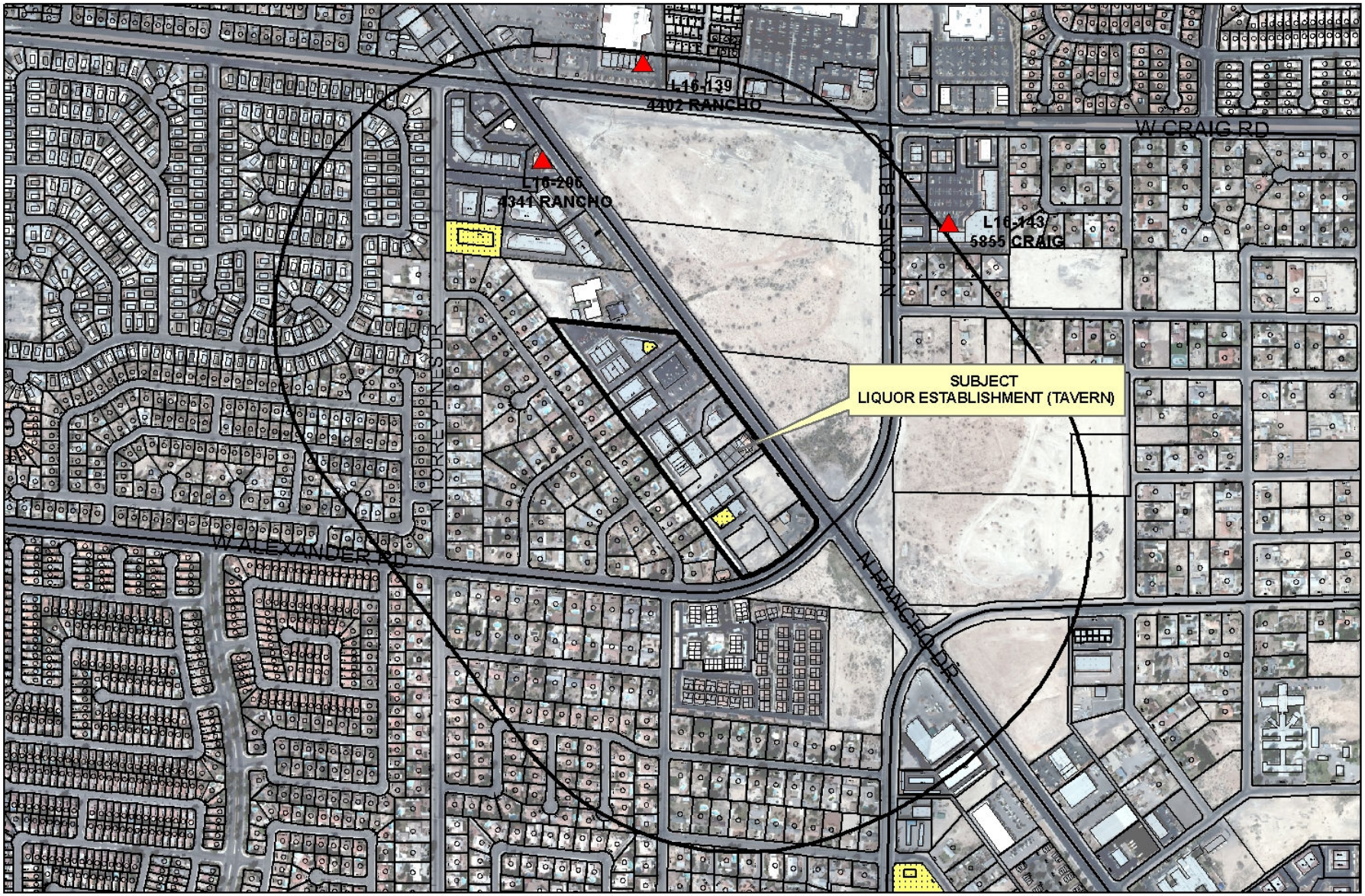
N

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: NOVEMBER 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: BANK OF NEVADA

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 19, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** 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.
10/19/11	The City Council voted to hold this item in abeyance to the November 2, 2011 City Council meeting in an effort to properly renotify the owner/applicant.

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 1

PROTESTS 7

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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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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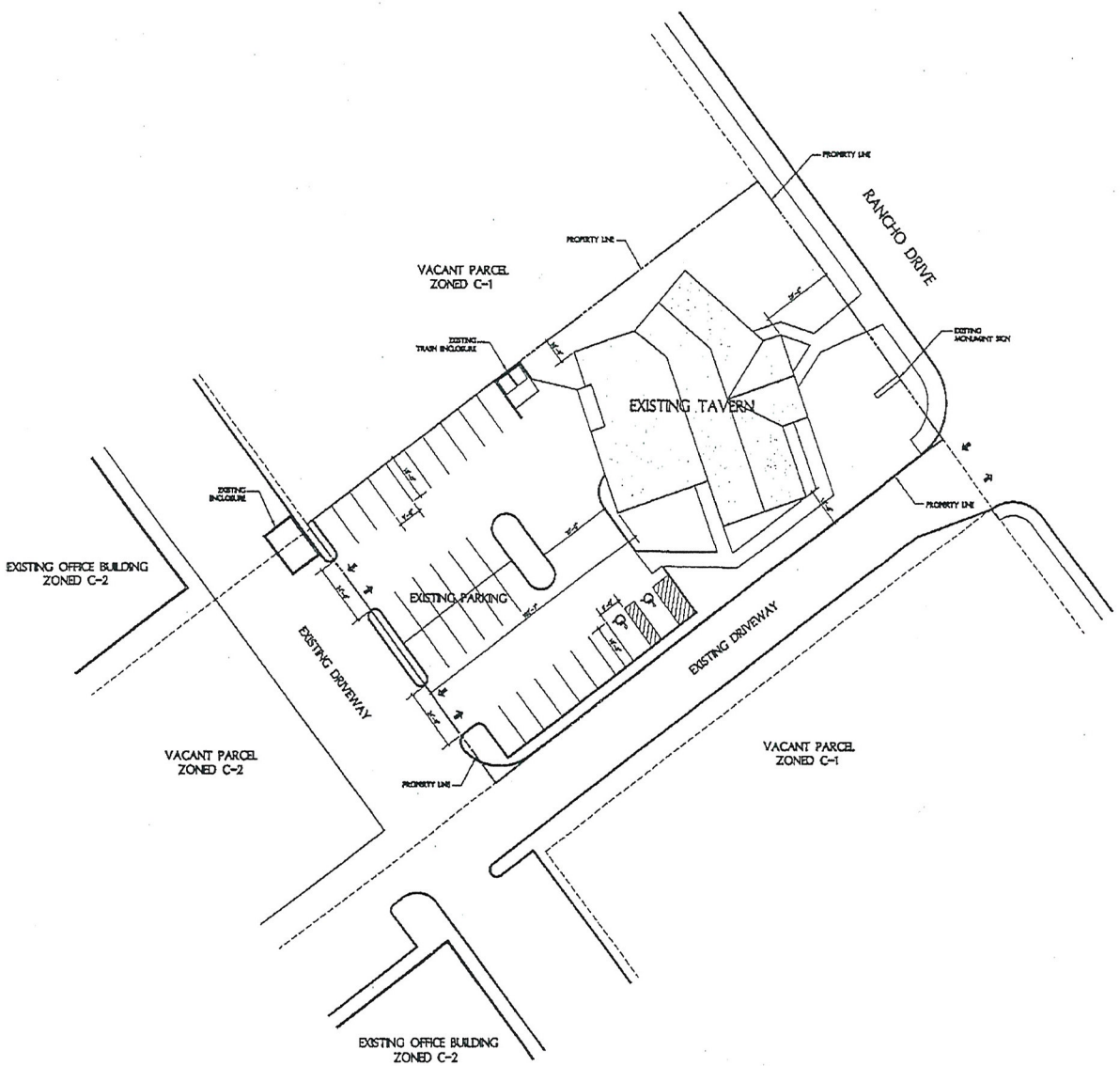
SEP 06 2011
City of Las Vegas

* 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.

f:\depot\Application Packet\Application Form.pdf



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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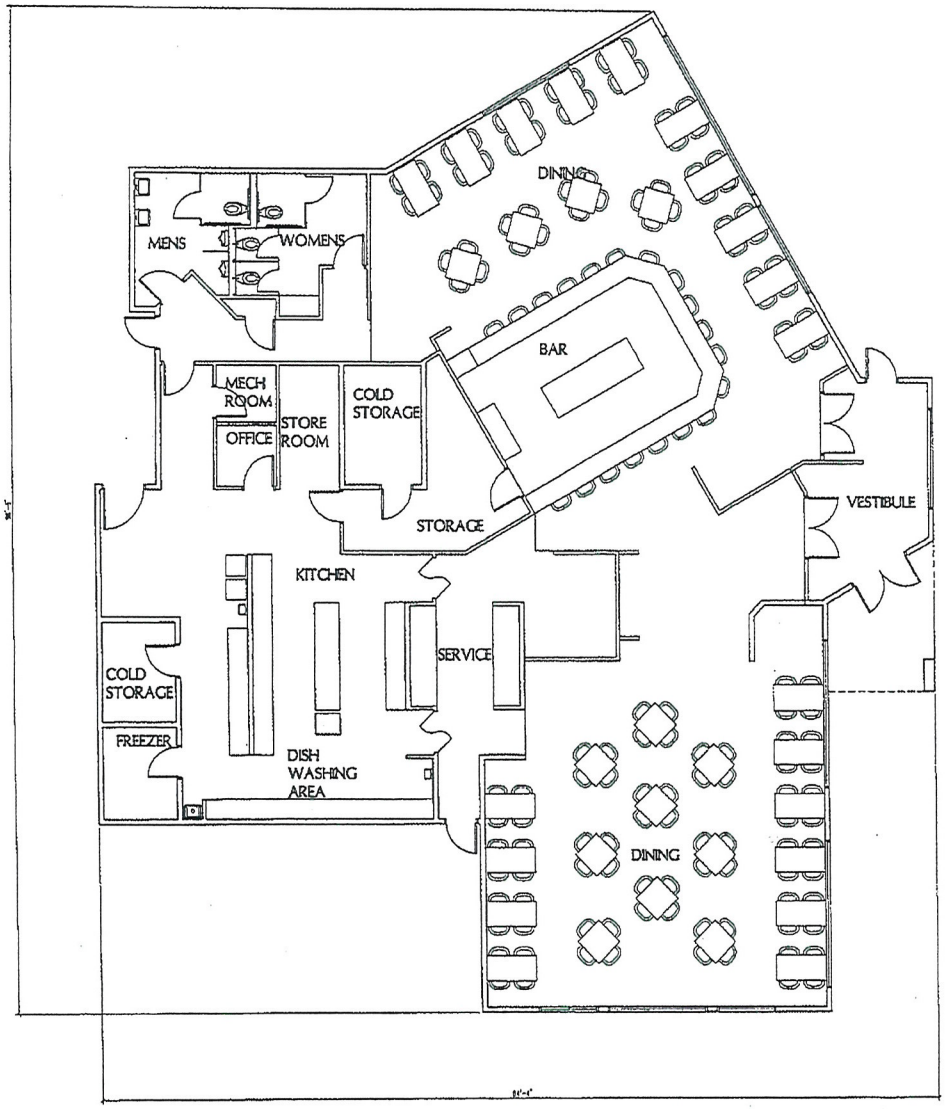
EOT-43097



BUILDING ANALYSIS

TOTAL BUILDING AREA	5,673 SF
SEATING COUNT	151
OCCUPANT LOAD	152

FLOOR PLAN

0 12 24 36

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

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SEP 07 2011
City of Las Vegas
EOT-43097

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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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

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845

lsc@lionelsawyer.com

www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
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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
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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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Las Vegas, Nevada 89101

2011 OCT 10 A 7:27

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0004279218
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OCT 06 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-43097

City Council Meeting of **10/19/2011**

13811611037 Case: EOT-43097
HOLBOKE LAWRENCE E & REGINA M
3737 KYLE SPRINGS CIR
LAS VEGAS NV 89108-5155 89108-5155

24 HRDGN11 89108

10/07/2011 FRI 17:24 [TX/RX NO 5359] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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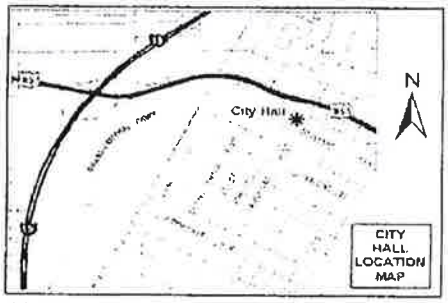

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EOT-43097

City Council Meeting of **10/19/2011**

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2011 OCT 10 A 8:21

Case: EOT-43097
13801301002
DAY DALE SPENCER &/OR FRANKIE L
4240 KISHA CT
LAS VEGAS NV 89130-2518 89130-2518

Please, we have enough Taverns, this is a residential Neighborhood. No more Bar's!

TO MEDINA 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

CITY CLERK

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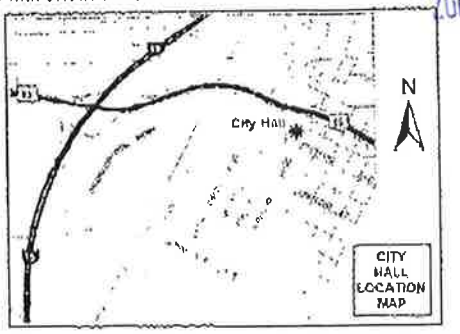
2011 OCT 13 P 3:51



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Please use available blank space on card for your comments.

EOT-43097
City Council Meeting of **10/19/2011**

Case: EOT-43097
13812110015
THOMAS LARRY D & NERISSA L
6500 W EL CAMPO GRANDE AVE
LAS VEGAS NV 89130-1218

PO HRDCN1 1 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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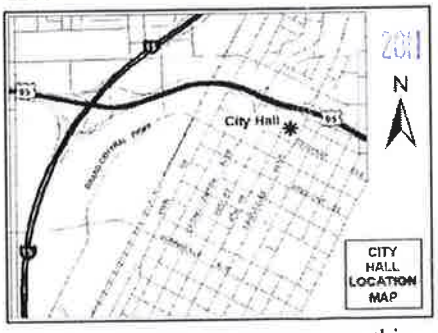
2011 OCT 12 P 12:24



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Please use available blank space on card for your comments.

EOT-43097
City Council Meeting of **10/19/2011**

Case: EOT-43097
13812110040
JOHNSON FAMILY TRUST
5401 W ALEXANDER RD
LAS VEGAS NV 89130-2805

PO HRDCN1 1 89130

95/6

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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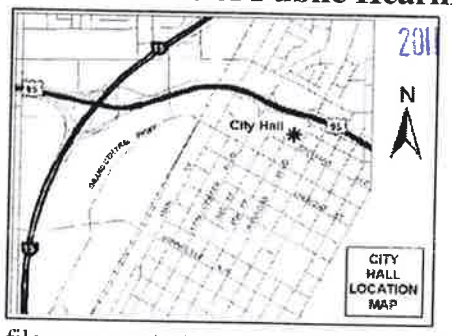

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-43097

City Council Meeting of **10/19/2011**

Case: EOT-43097

13802414011
SYLVIA MICHAEL & W REV LIV TR
SYLVIA MICHAEL & WINONA TRS
6428 ROY ROGERS DR
LAS VEGAS NV 89108-5523 89108-5523

24 HRDCM11 89106

P.01
OCT-12-11 THU 10:26 PM THOMAS AUTOMOTIVE INC. 702 6561374
10/12/2011 WED 16:01 [TX/RX NO 5403] 001

2011 OCT 12 P 5:04

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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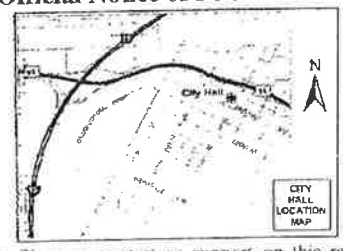

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☒ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-43097

City Council Meeting of **10/19/2011**

Case: EOT-43097
13812110015
THOMAS LARRY D & NERISSA L
6500 W EL CAMPO GRANDE AVE
LAS VEGAS NV 89130-1218

70 HRDGM11 89130

001

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-43097
City Council Meeting of **10/19/2011**

Case: EOT-43097

13802315020
LAND SHARON L
6432 HEARTMAN ST
LAS VEGAS NV 89108-5665 89108-5665

24 HRDGN11 89108

10/14/11 14:21 FAX
10/14/2011 FRI 13:00 [TX/RX NO 6211] 001

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Official Notice of Public Hearing

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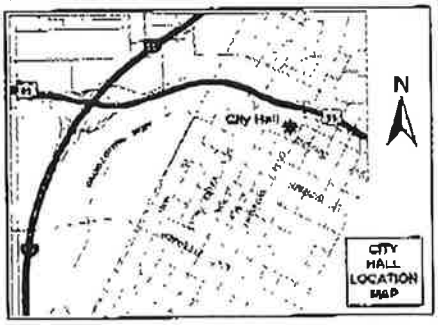


If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: EOT-43097
13812110049
BARTSAS MARY 13 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825 89106-4825

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-43097
City Council Meeting of **10/19/2011**

25 HRDGN11 89106

City of Las Vegas Agenda Item No.: **67.**

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

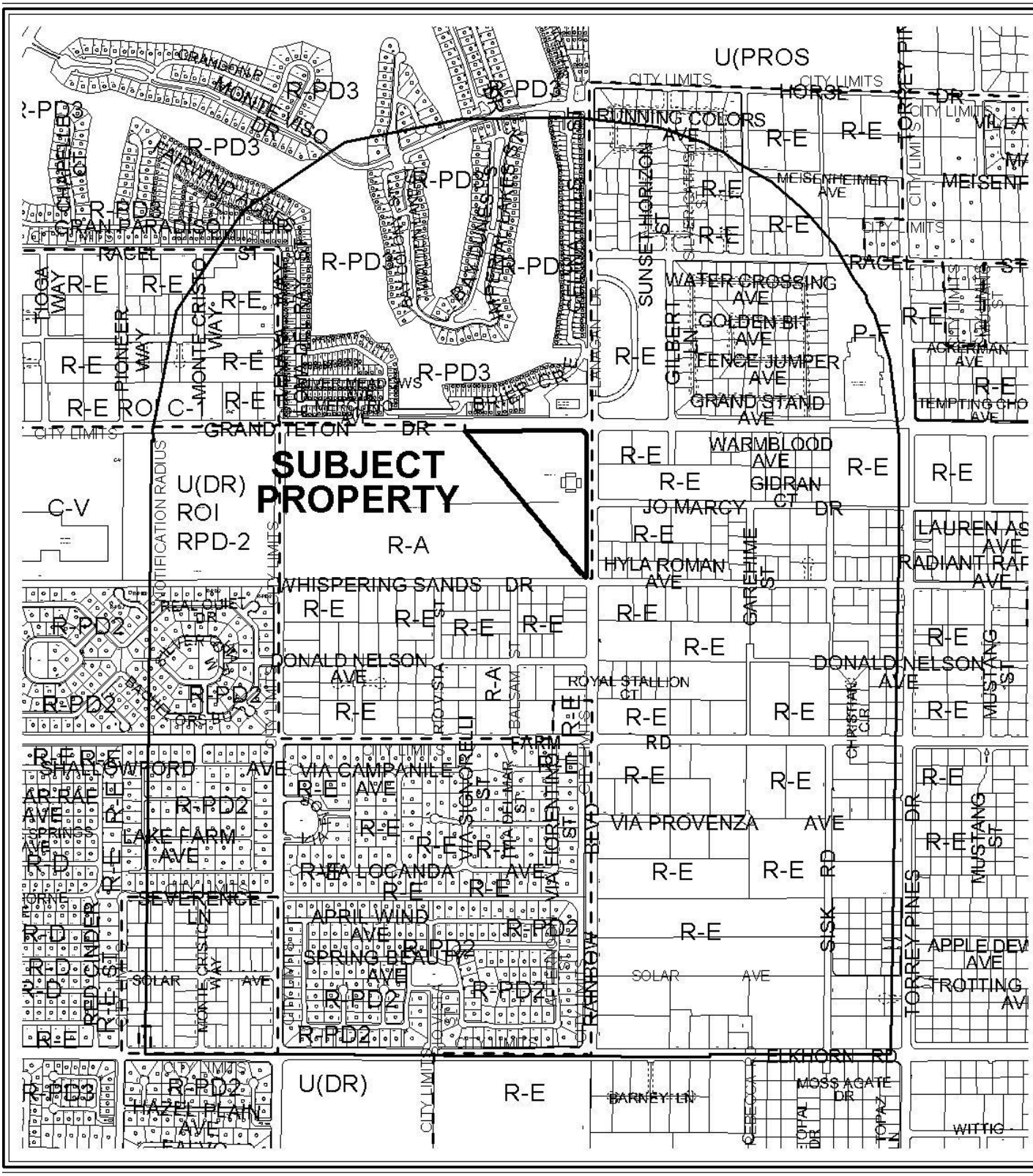
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
MOD-41437 - ABEYANCE ITEM - 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	**21**	**City Council Meeting**	**56**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

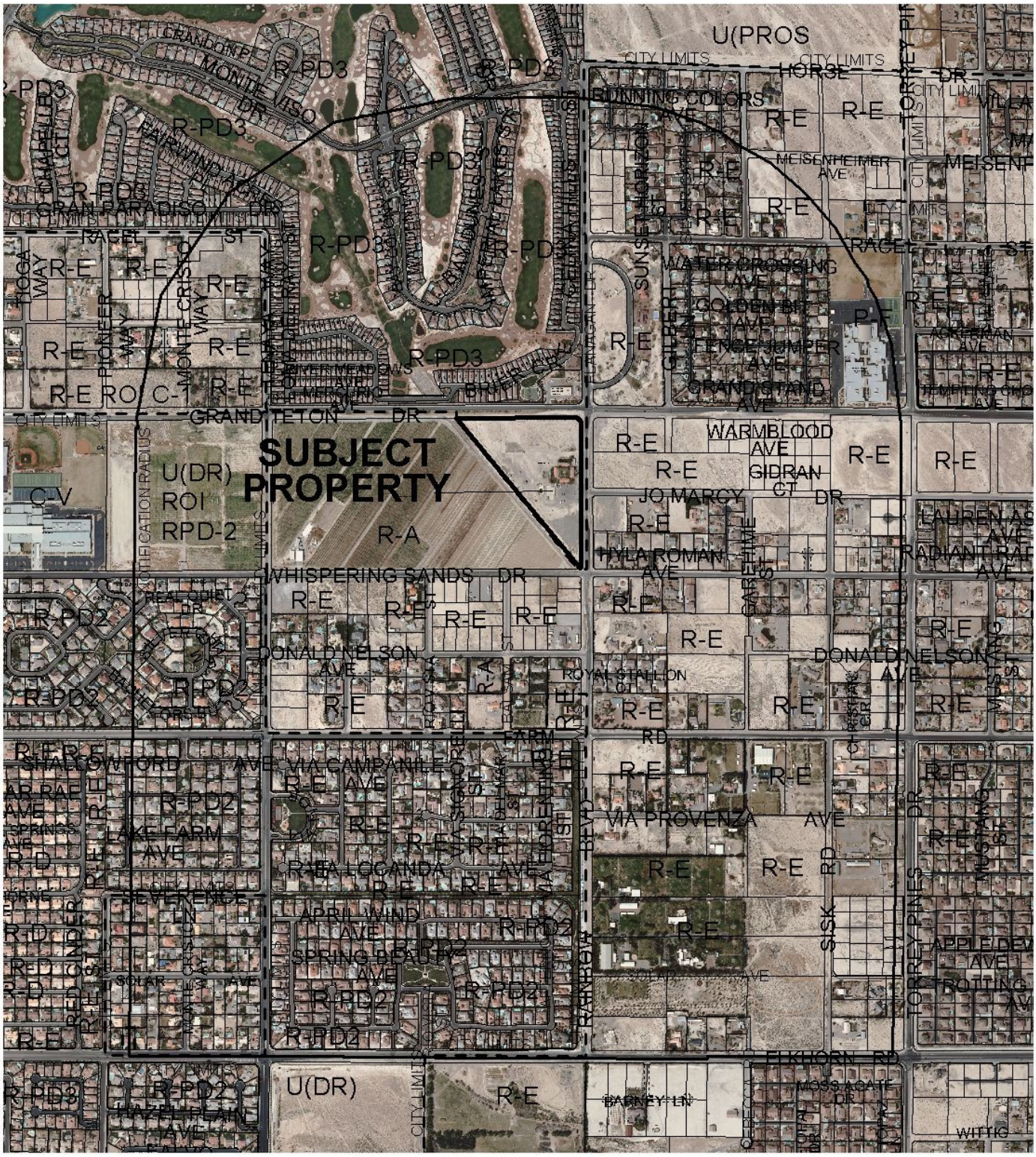
BACKUP DOCUMENTATION:
1. Location and Aerial Maps - MOD-41437, ROC-40981 and SDR-40980
2. Conditions and Staff Report - MOD-41437, ROC-40981 and SDR-40980
3. Supporting Documentation - MOD-41437, ROC-40981 and SDR-40980
4. Photos
5. New Vista Community Master Development Plan and Development Standards
6. Justification Letter – MOD-41437, ROC-40981 and SDR-40980
7. Protest/Support Postcards
8. Correspondence and Support Petition by Pam Bailey from the October 19, 2011 City Council Meeting
9. 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)



CASE: **MOD-41437; ROC-40981; SDR-40980**

RADIUS: 2640 FT + SPECIAL

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: NEW VISTA RANCH, INC.

THESE ITEMS WERE HELD IN ABEYANCE FROM THE OCTOBER 19, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** 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
November 2, 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 56

PROTESTS 21

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:	5/18/11
Total Fee:	$1,000
Date Received:*	4/13/11
Received By:	BS

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

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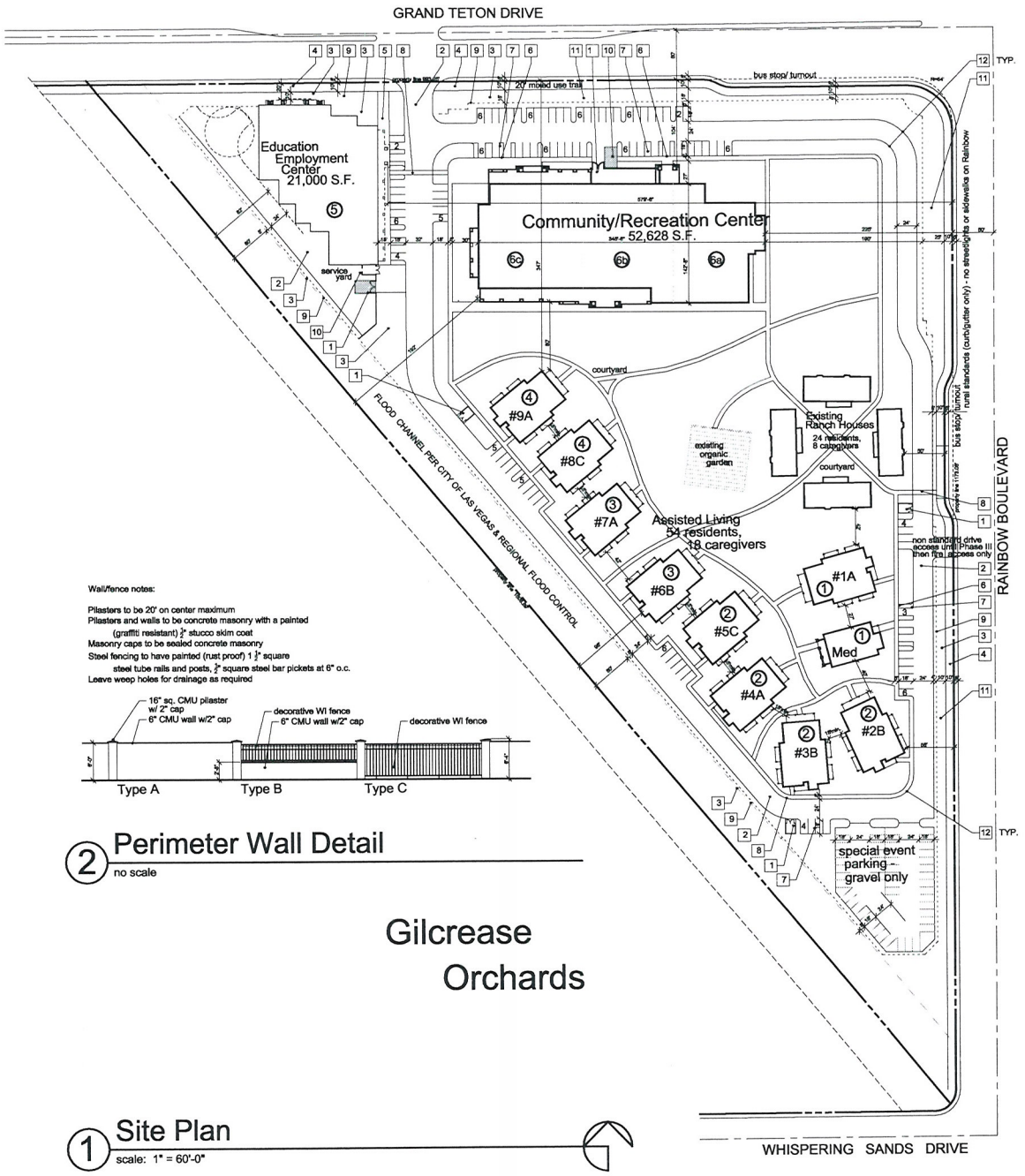

Wall/fence notes:

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

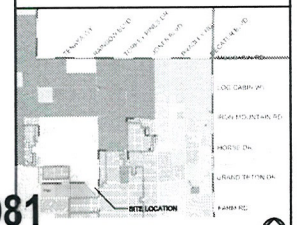
#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE w/ PAIR OF STEEL TUBE GATES w/ STAMPED METAL BACKING & LIFT PIN LOCK/LATCH
2	2" A.C. PAVING
3	LANDSCAPED AREA
4	MULTIUSE TRANSPORTATION TRAIL
5	4" CONCRETE SIDEWALK W/ROCKSALT FINISH
6	FLUSH OUT SIDEWALK WITH PAVING FOR HANDICAP ACCESS
7	HANDICAP 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
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revisions

date	description

jdB architect

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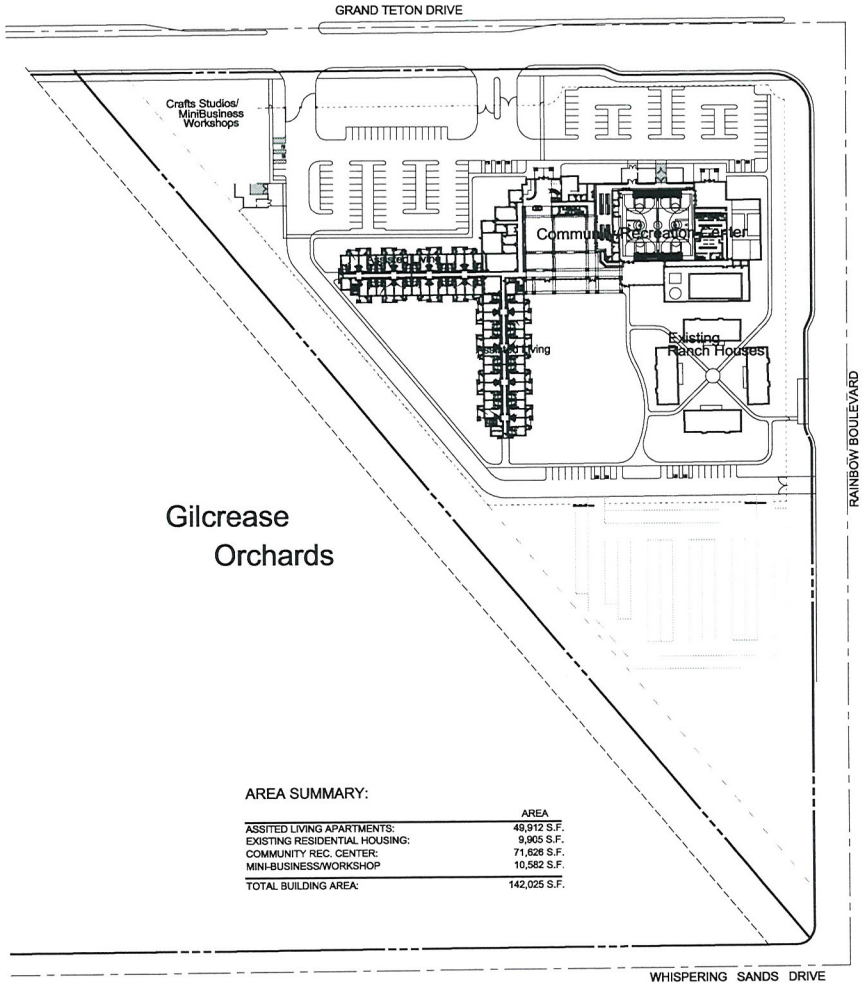
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	5/24/11
proj. no.	2010-49
drwn. by	
chkd. by	

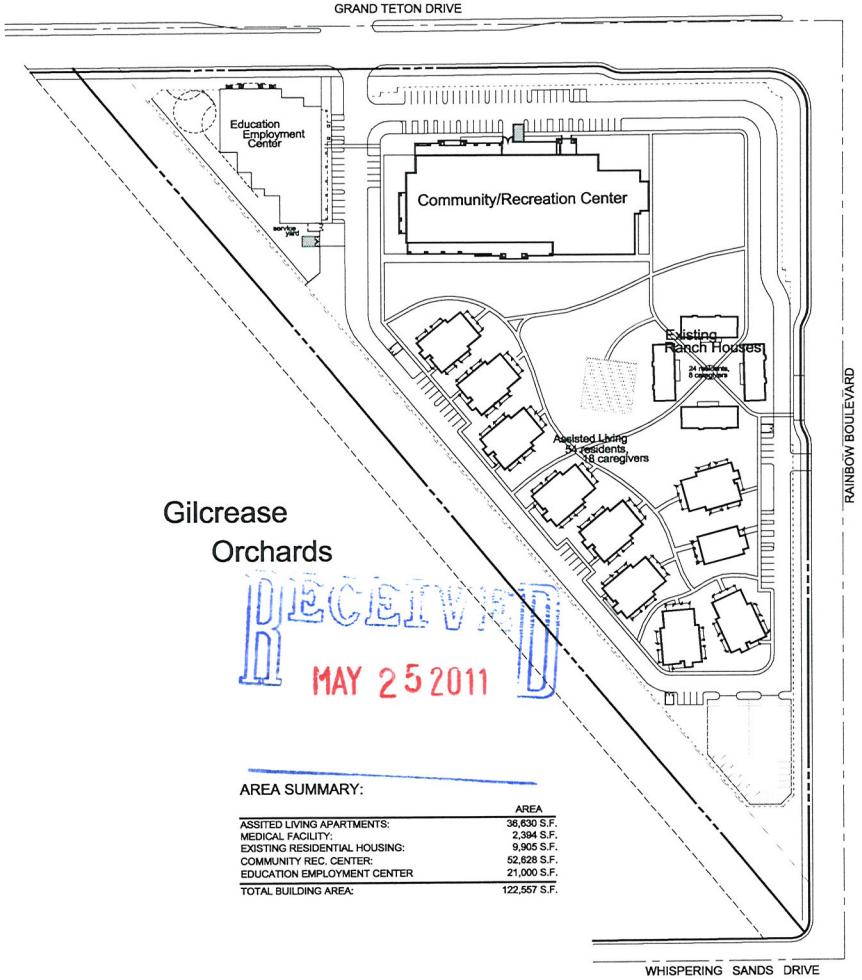
sheet no. A1



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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MAY 25 2011

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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SDR-40980 REVISED

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date description

jdB architect
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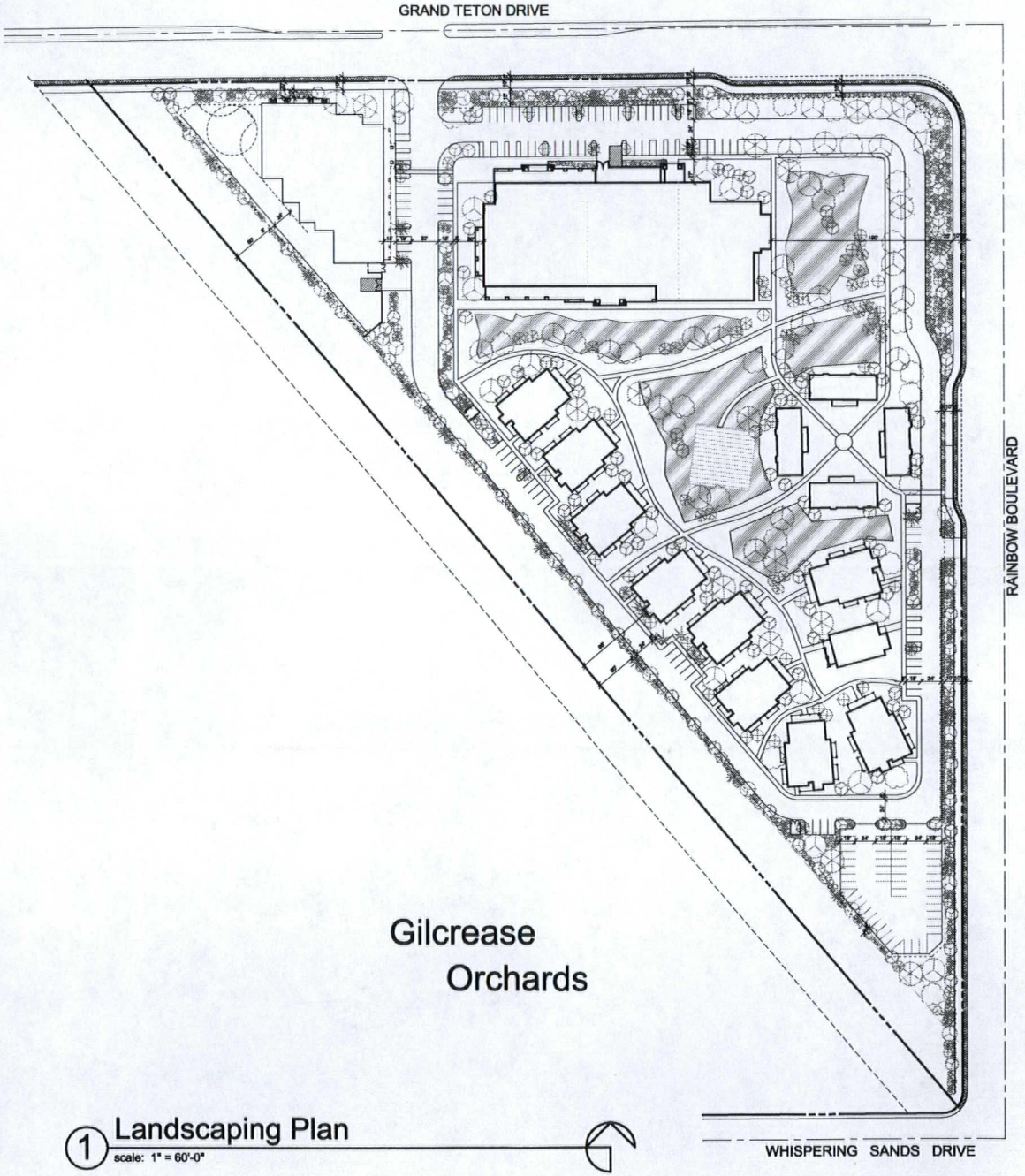
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	5/24/11
proj. no.	2010-49
drwn. by	
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
	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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SDR-40980 REVISED

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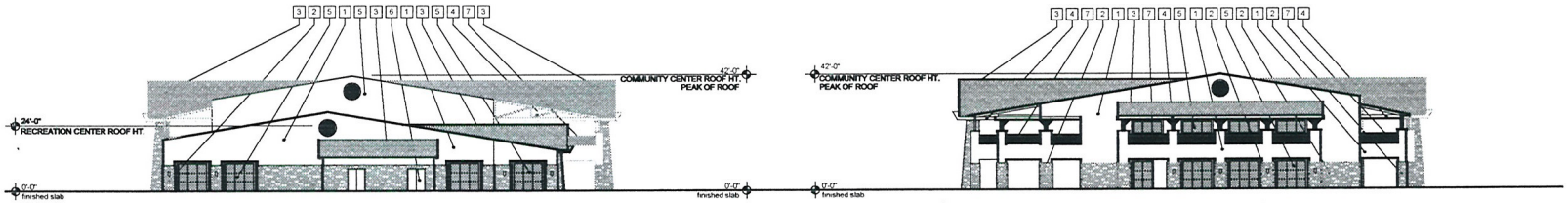
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	06/11
proj. no.	2010-48
drwn. by	
chkd. by	

sheet no. A1L

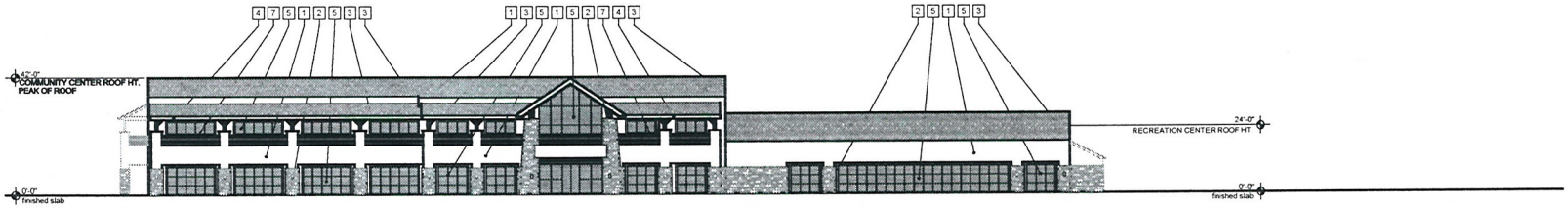
keynotes

#	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

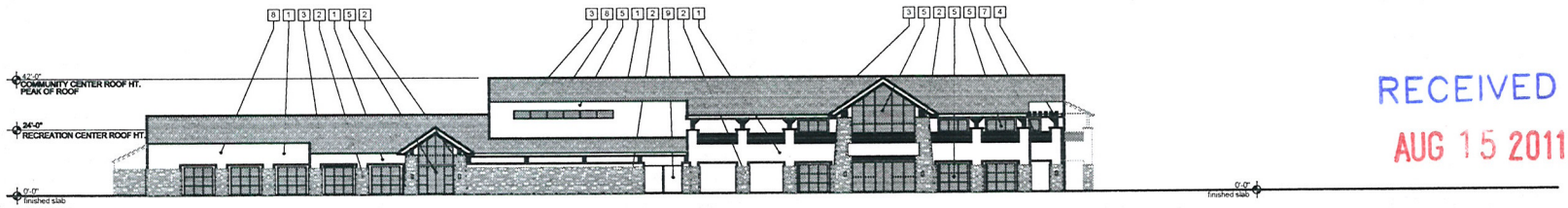


east

west



south



north

1 conceptual elevations

SCALE: 1" = 20'-0"

Community/Recreation Center

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& SDR-40980 - REVISED

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AUG 15 2011

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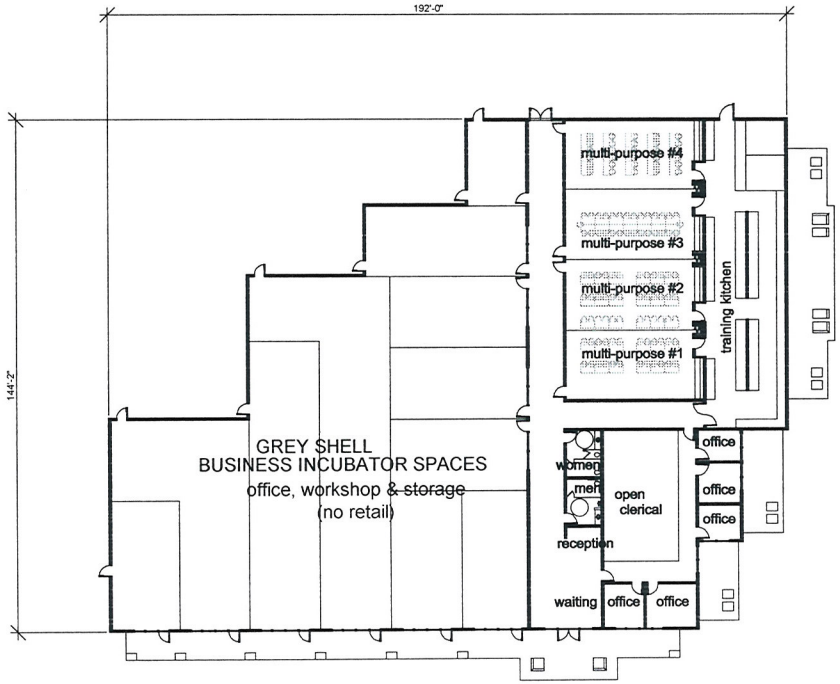
New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	8/2/11
proj. no.	2010-49
drwn. by	
chkd. by	

sheet no. A4

keynotes

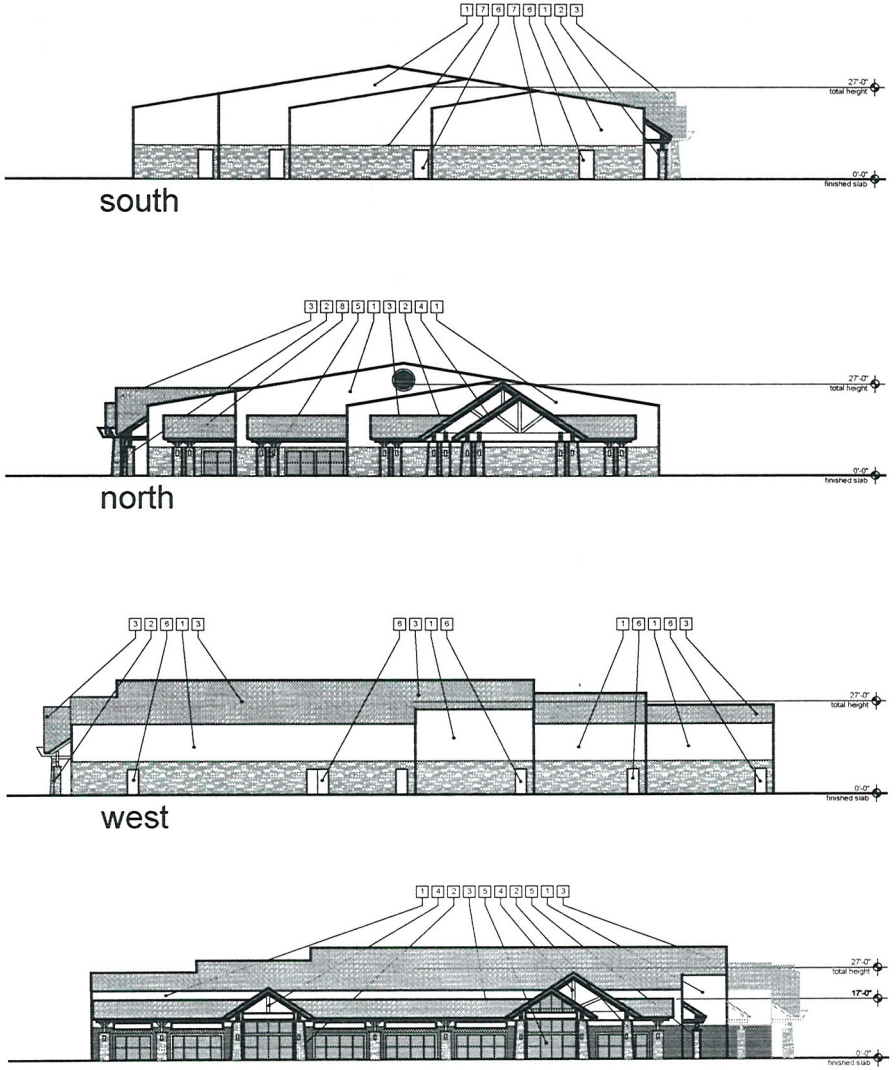
#	description
1	STUCCO FINISH
2	STONE VENEER
3	CONCRETE ROOF TILE
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	ROLL-UP DOOR
8	SIGNAGE - BY OTHERS



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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New Vista Community

Assisted Living Residential Units

Community & Recreational Center

Education & Employment Center

City of Las Vegas Nevada

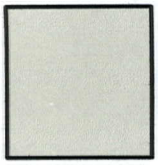
date	8/2/11
proj. no.	2010-89
drwn by	
chkd by	

A6

COLOR/MATERIALS BOARD

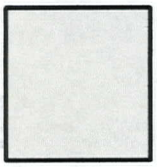
(A) stucco dark field:
Frazee - CL 2676A 'Tia Maria'

(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
John David Burke, Architect, 3471 West Oquendo Road, #301, Las Vegas, NV 89118 (702)876-4863, jburke@jburkearchitect.com

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

MOD-41437 ROC-40981
SDR-40980 REVISED

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- 2.1 Intent of PD District
- 2.2 Minimum Site Area

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E. Preliminary Traffic Analysis
F. Preliminary Drainage Analysis
G. Color & Material Board

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

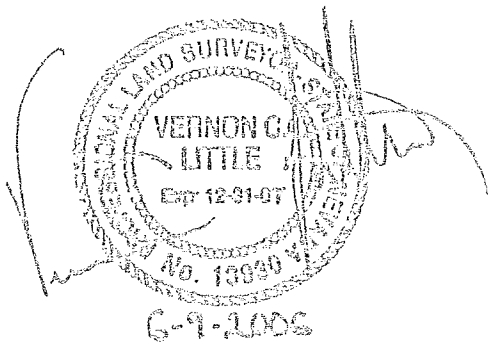
This document may be modified only in accordance with the provisions of the Las Vegas Municipal Code 19.060.050(G) and Title 19 shall govern any matter not specifically provided for in this Master Development Plan.

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

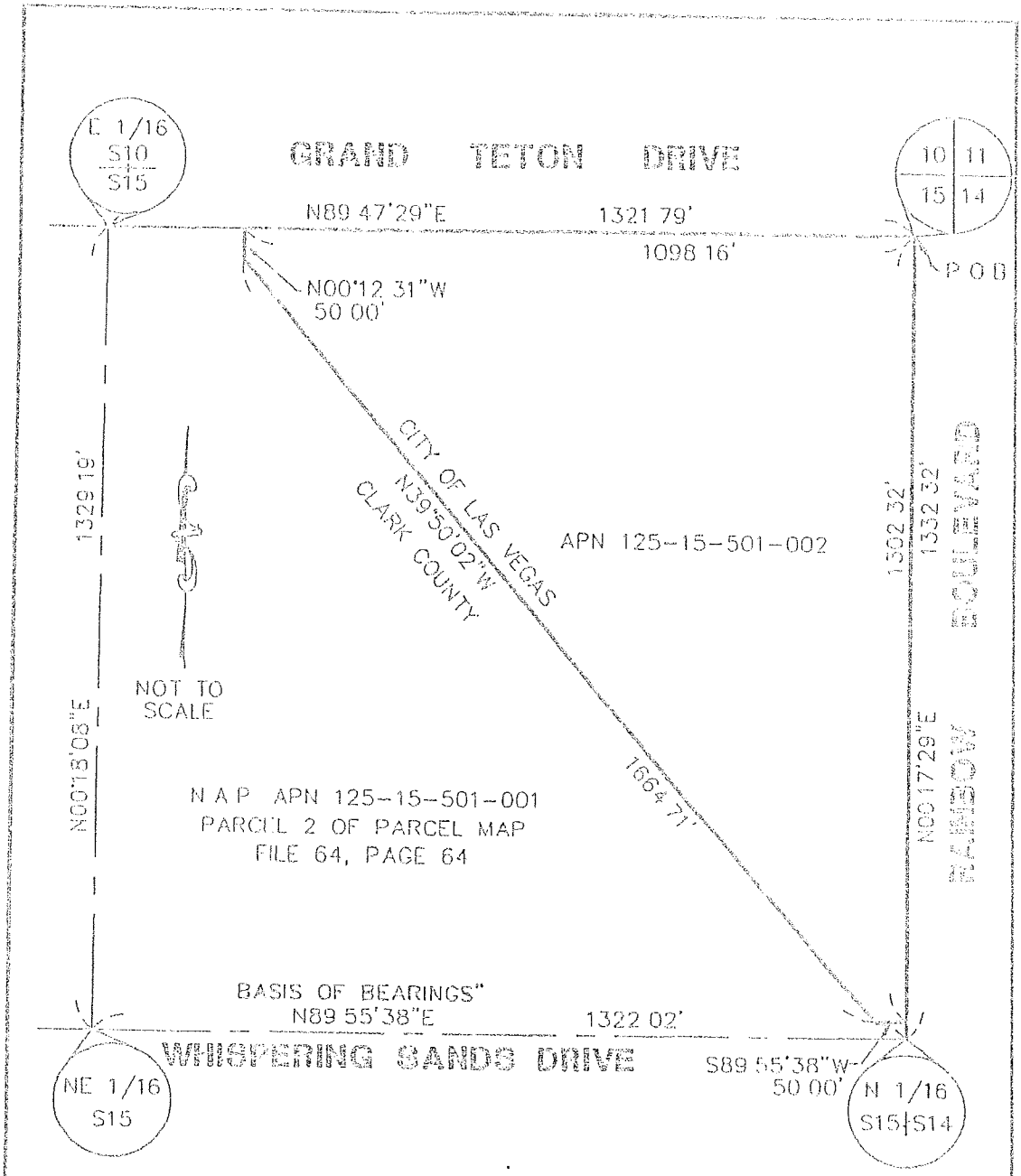
CONTAINING 17 76 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS

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:\6730\LEGAL\6730LGL.DWG (LGL-ZONE)

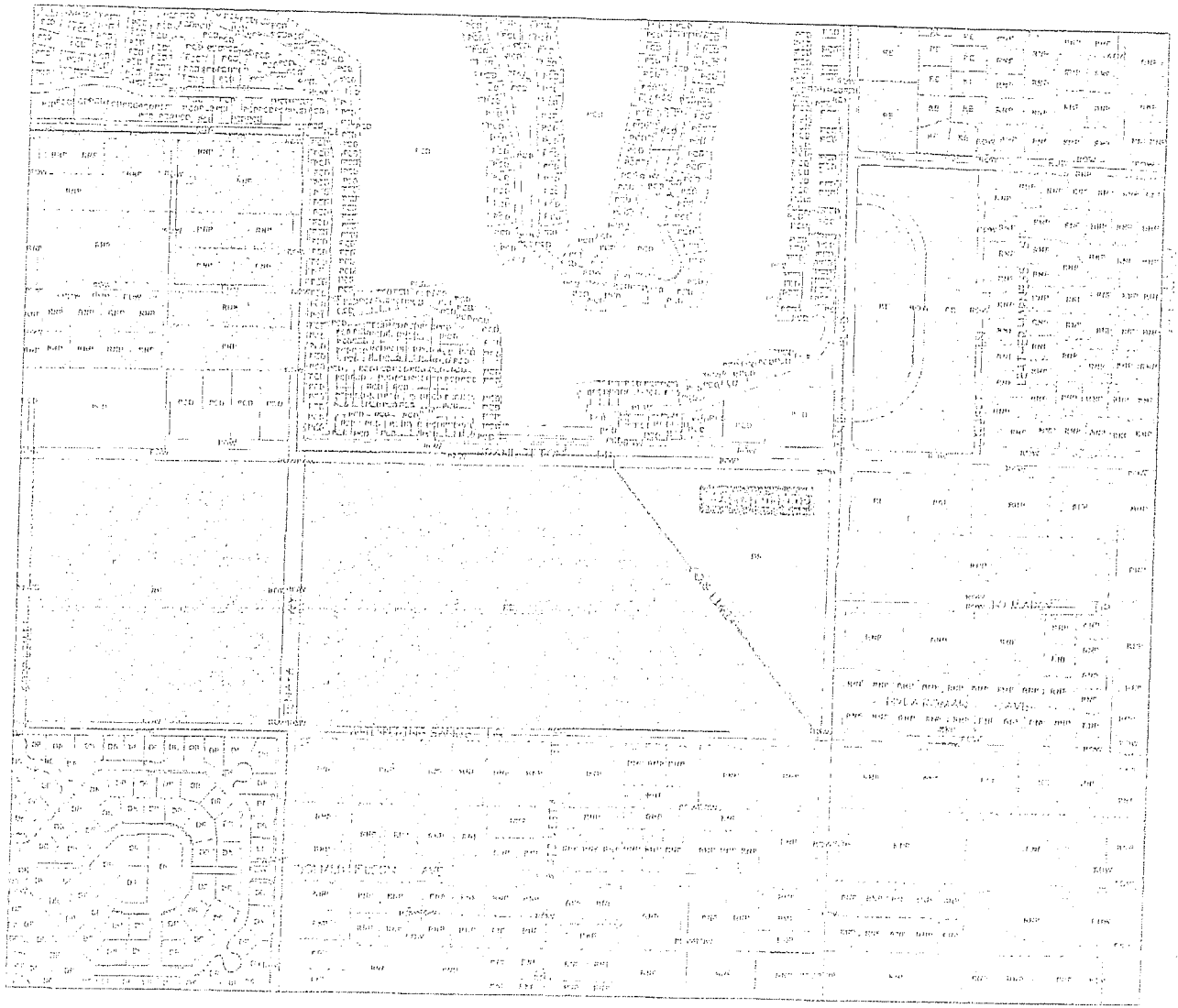
vtn nevada
2727 S RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

ZONE LEGAL

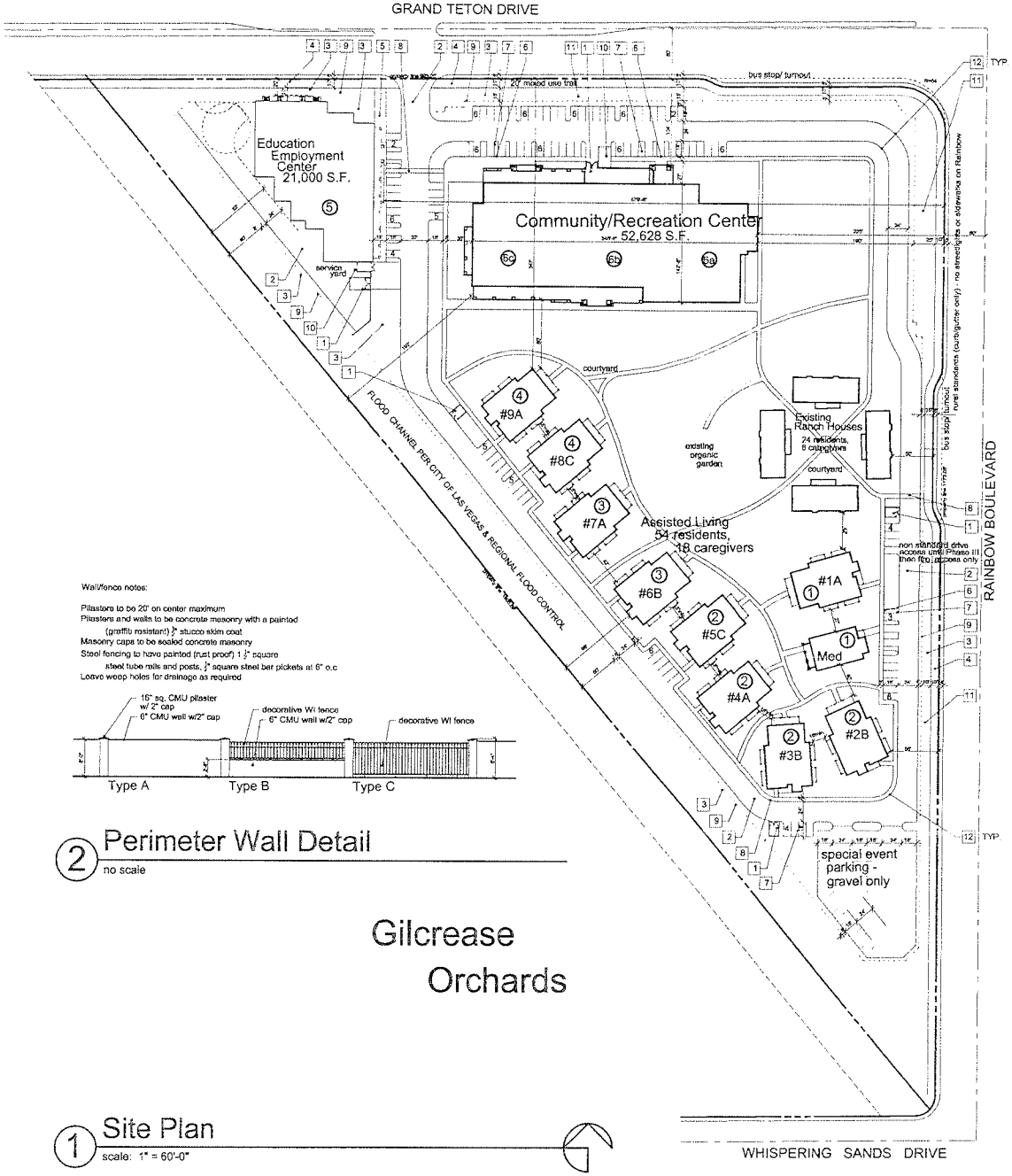
SCALE	HORZ 1"=250'
	VERT NA
W O NO	6730
DRAWN BY	[illegible]
DATE	08/09/04
SHEET 3 OF 8	

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:

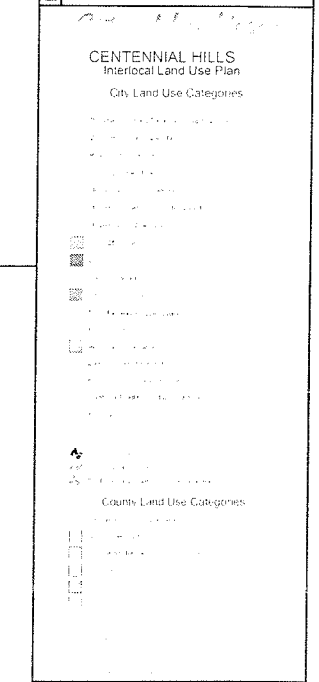
	FACTOR	PKG REQ.
ASSITED LIVING APARTMENTS:	1/UNIT+1 GUEST/6 UNITS	11
EXISTING RESIDENTIAL HOUSING:	2/UNIT	8
COMMUNITY REC. CENTER:	1/200 GFA	264
EDUCATION EMPLOYMENT CENTER	1/250 GFA	84
TOTAL PARKING REQUIRED:		367

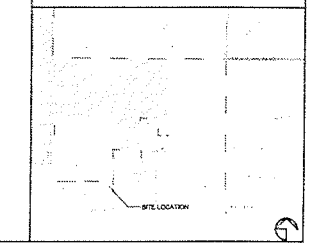
PARKING PROVIDED	100 STANDARD SPACES (PER CITY OF LAS VEGAS CONDITIONS OF APPROVAL)
TOTAL SITE AREA:	866,314 S.F. (15.06 A.C.) - net 775,989 S.F. (17.81 A.C.) - gross
F.A.R. (FLOOR AREA RATIO):	15.8 %
DENSITY:	5.2 RESIDENTS/ACRE 0.87 UNITS/ACRE

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/ROCK/SALT 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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John David Burns, Architect

revisions	
date	description

jdb architect
John David Burns, AIA/Architect, 3317 West Sahara Road, #201 | Las Vegas, NV 89102 (702)878-4561 jbarchitect@earthlink.net

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

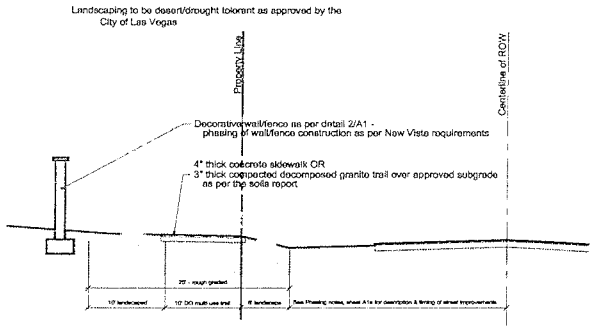
4. Phase Four - Build Two (2) Remaining Residential Homes

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



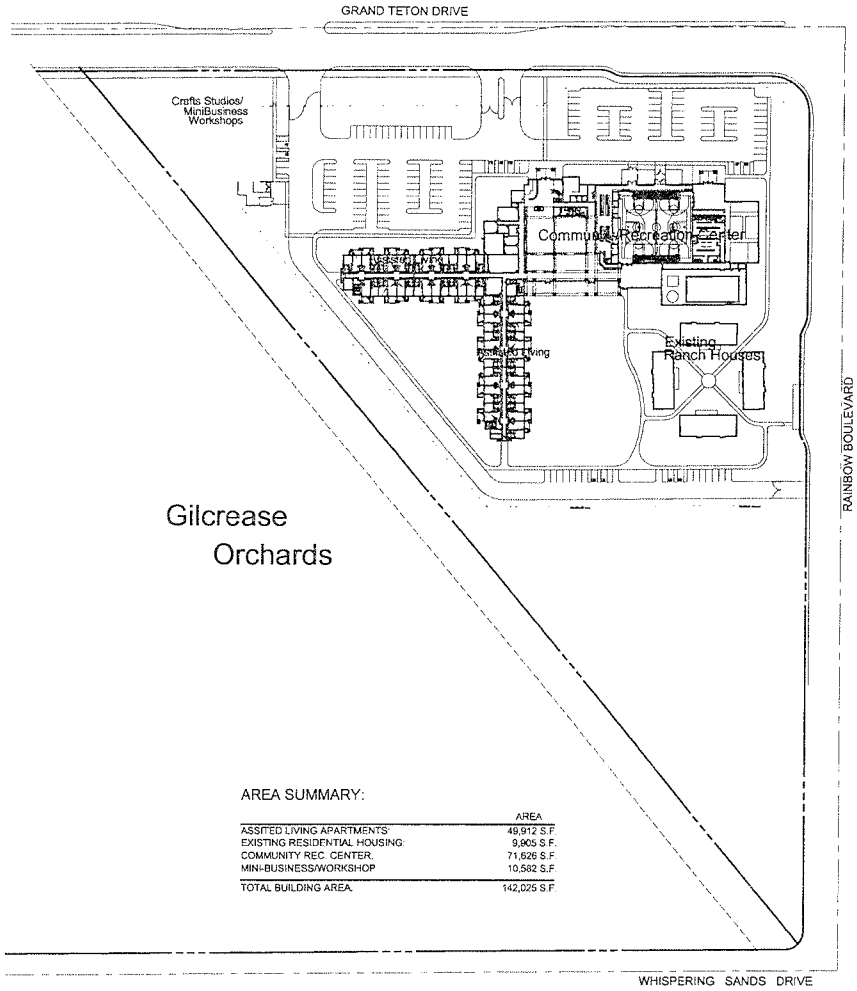
2 Non-standard rural multi-use trail
no scale

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
drwn. by	
chkd. by	

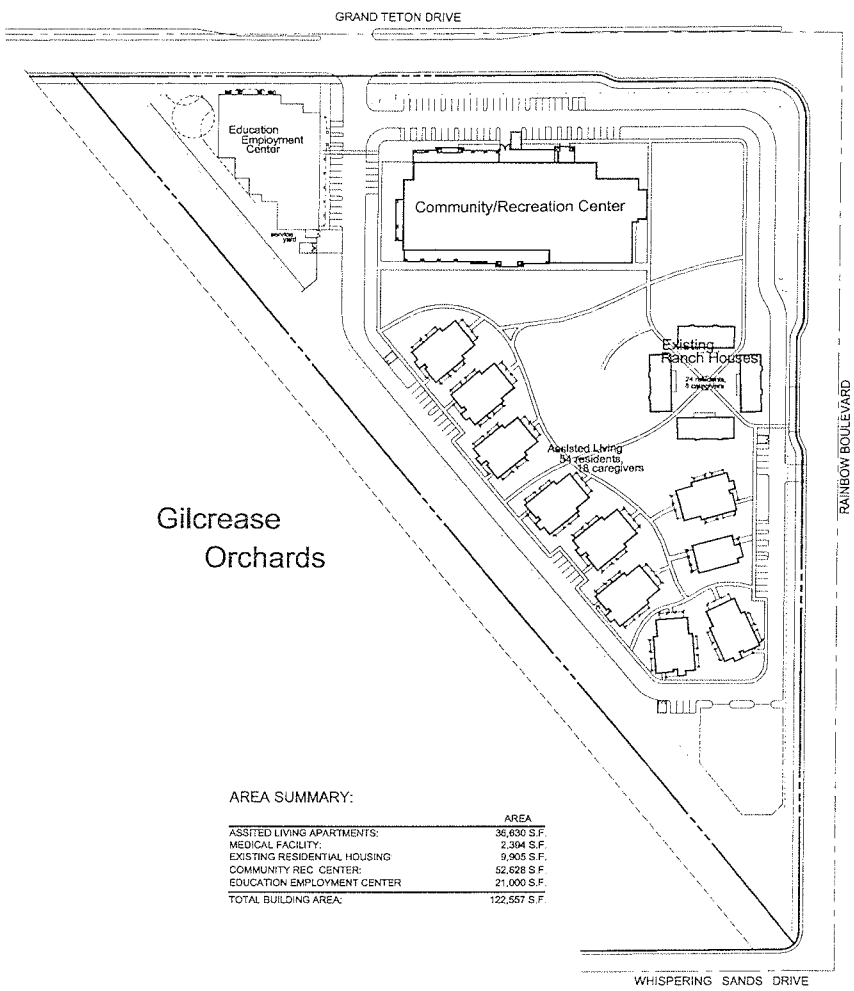
sheet no. A1a



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
no. date description

jdb architect
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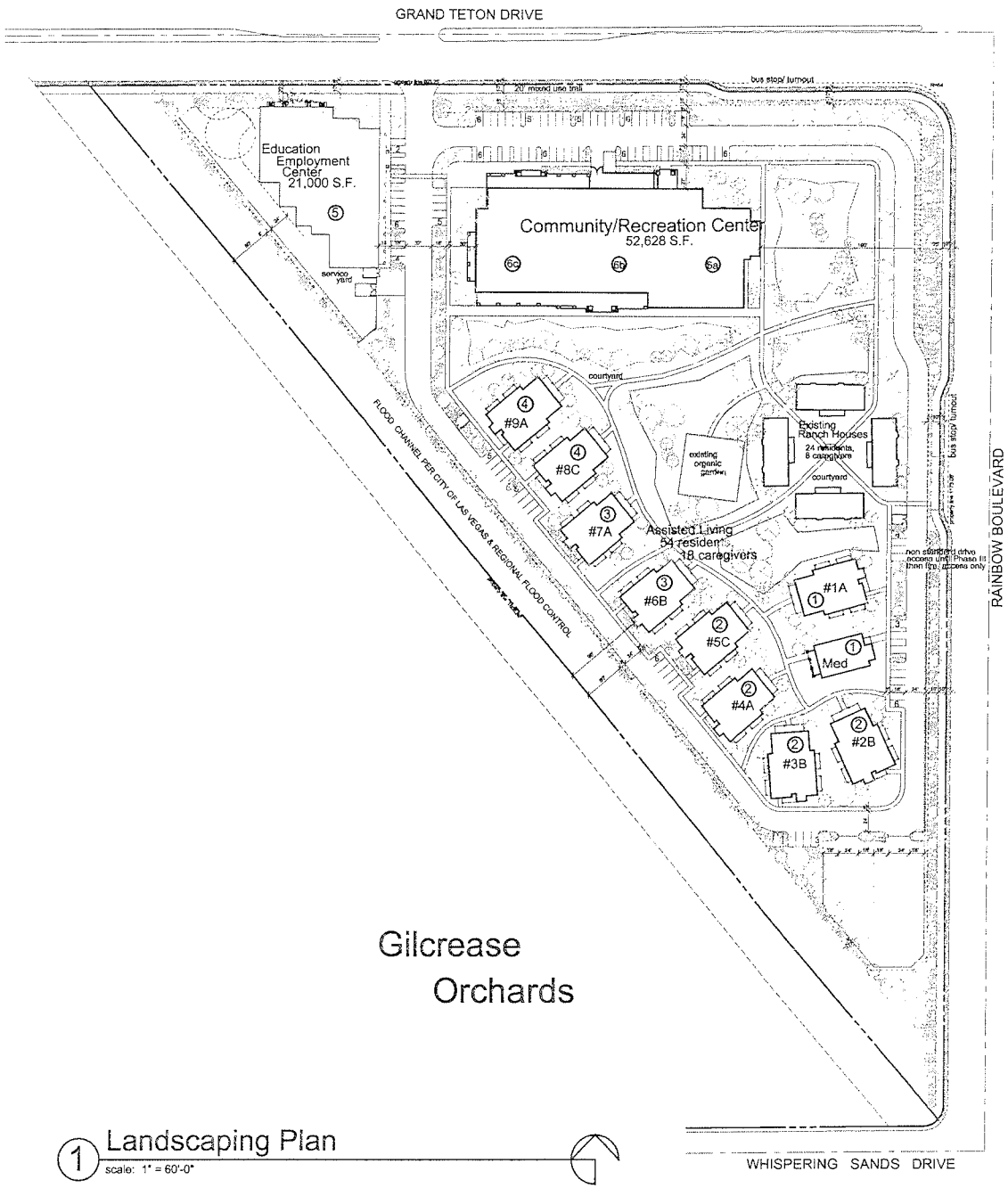
New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	3/24/11
proj. no	2010-49
drwn. by	
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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revisions
no. description date

ja architect
John David Burns, Architect
3431 West Desert Inn Road, #201, Las Vegas, NV 89102 (702) 876-0483, jburns@jdarchitect.com

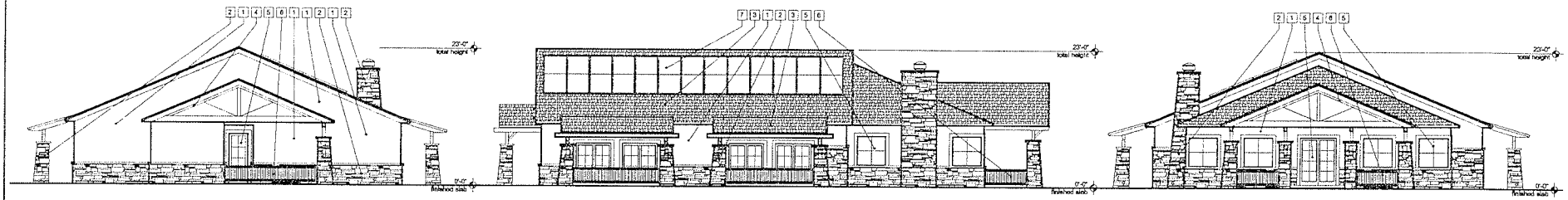
New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	5/26/11
proj. no.	2010-03
drwn. by	
chkd. by	

sheet no. A1L

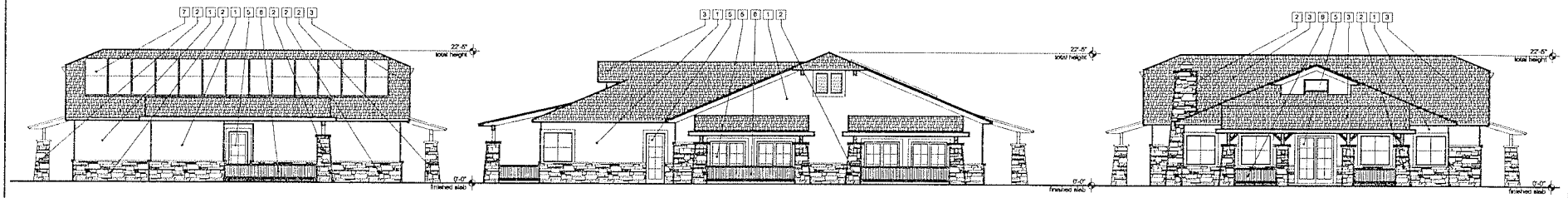
keynotes

#	description		
1	STUCCO FINISH	5	PELLA DOORS/WINDOWS
2	STONE VENEER	6	WOOD RAILING
3	CONCRETE ROOF TILE	7	PHOTOVOLTAIC ARRAY
4	TIMBER TRUSS		



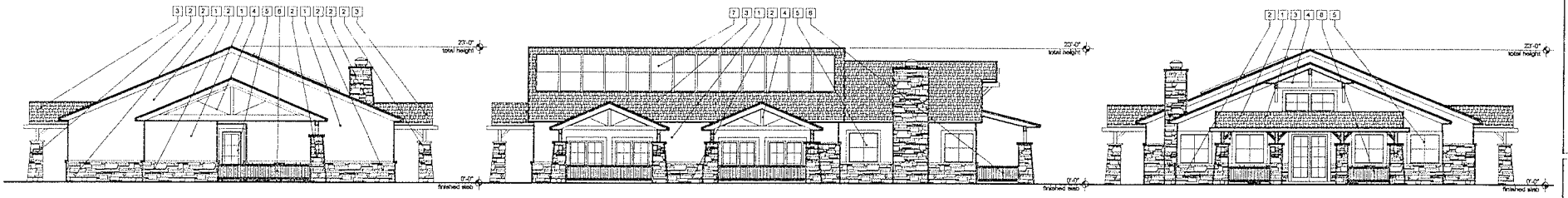
typical rear — side — front

Type C



typical rear — side — front

Type B



typical rear — side — front

Type A

1 Exterior Elevations

Assisted Living Module

jd architect

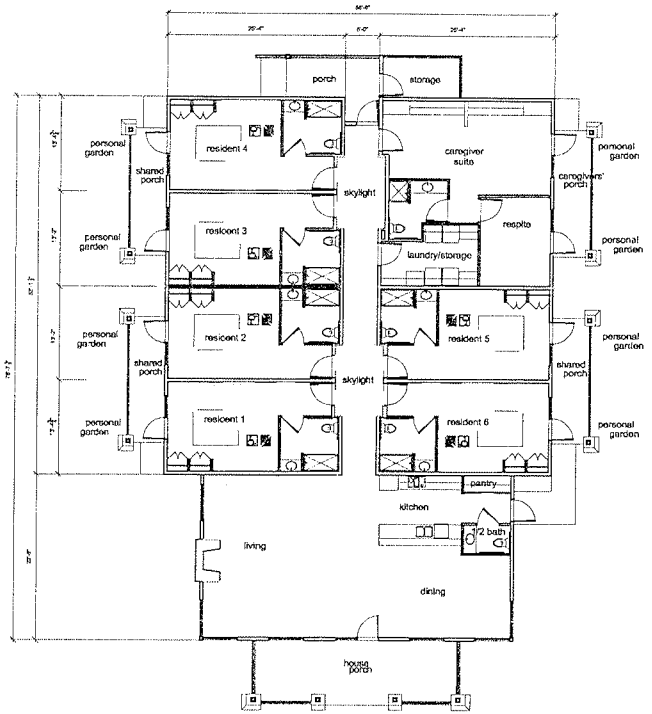
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	3/23/11
proj. no.	2010-49
drwn. by	
chkd. by	

sheet no. A2

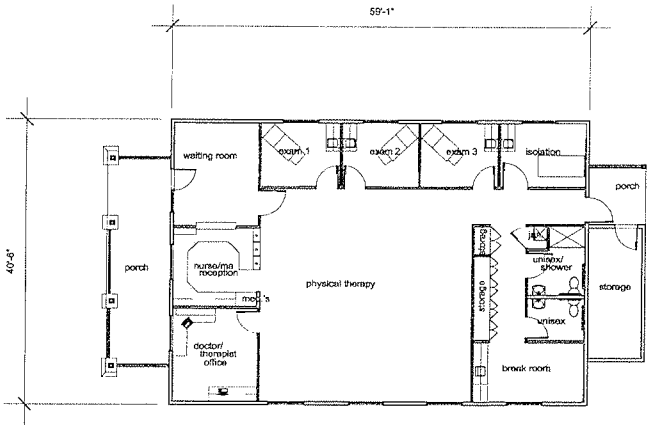
keynotes

#	description
1	STUCCO FINISH
2	STONE VENEER
3	CONCRETE ROOF TILE
4	TIMBER TRUSS
5	PELLA DOORS/WINDOWS
6	WOOD RAILING
7	PHOTOVOLTAIC ARRAY



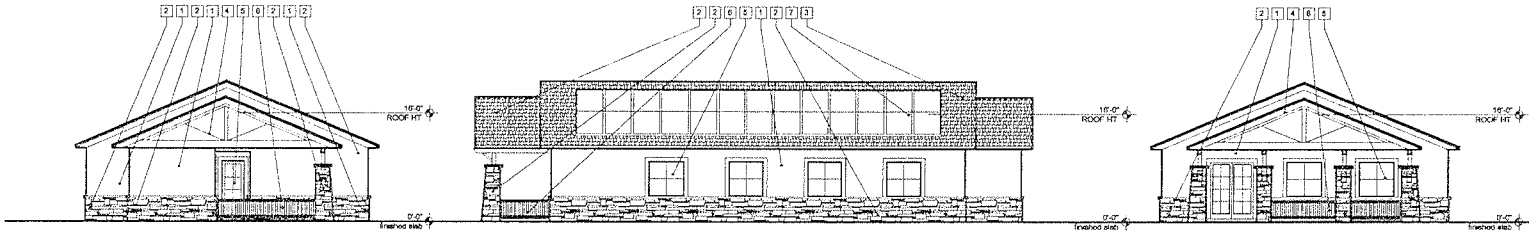
3 Floor Plan Assisted Living Module

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

Drawings & specifications of this architect remain solely the property. They are to be used only for the project for which they used were produced (unless assigned, & dated, then and not time or well). Any use or reproduction of these documents without the written consent of the architect is prohibited.

copyright©2011 John David Burns, Architect

revisions

#	date	description

jd architect

John David Burns, Architect, 3411 West Oquendo Road, #201, Las Vegas, NV 89118 (702)878-4563, jburns@jdarchitect.com

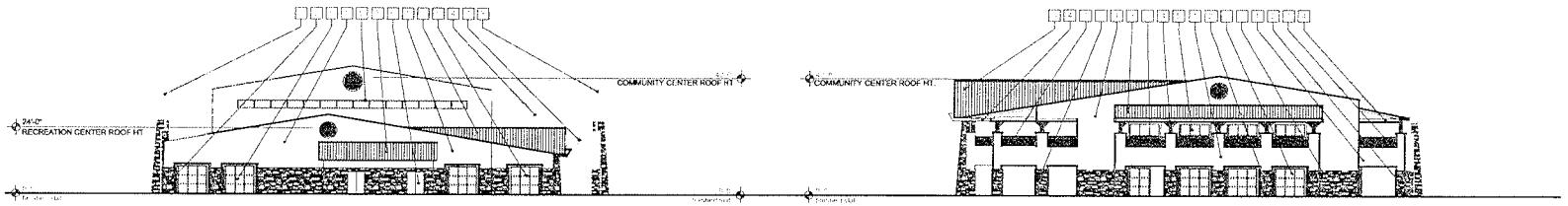
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	3/23/11
proj. no.	2010-49
drwn. by	
chkd. by	

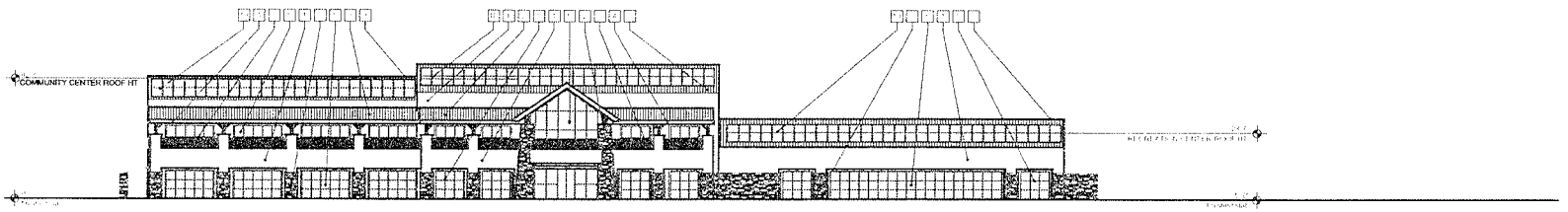
sheet no. A3

keynotes

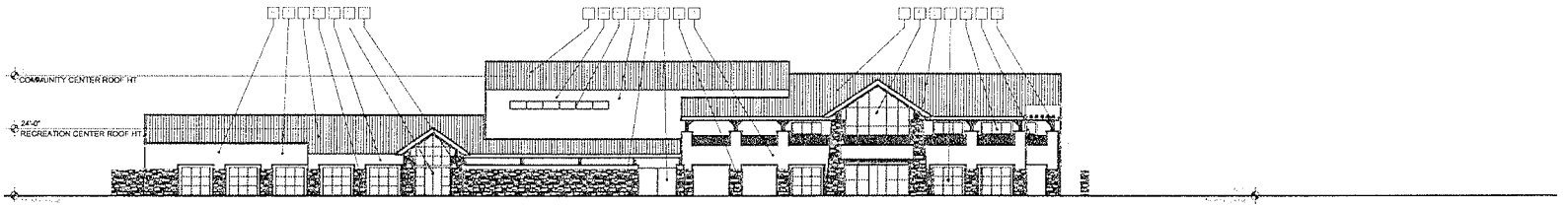
#	description



east west



south



north

1 conceptual elevations

SCALE 1" = 20'-0"

Community/Recreation Center

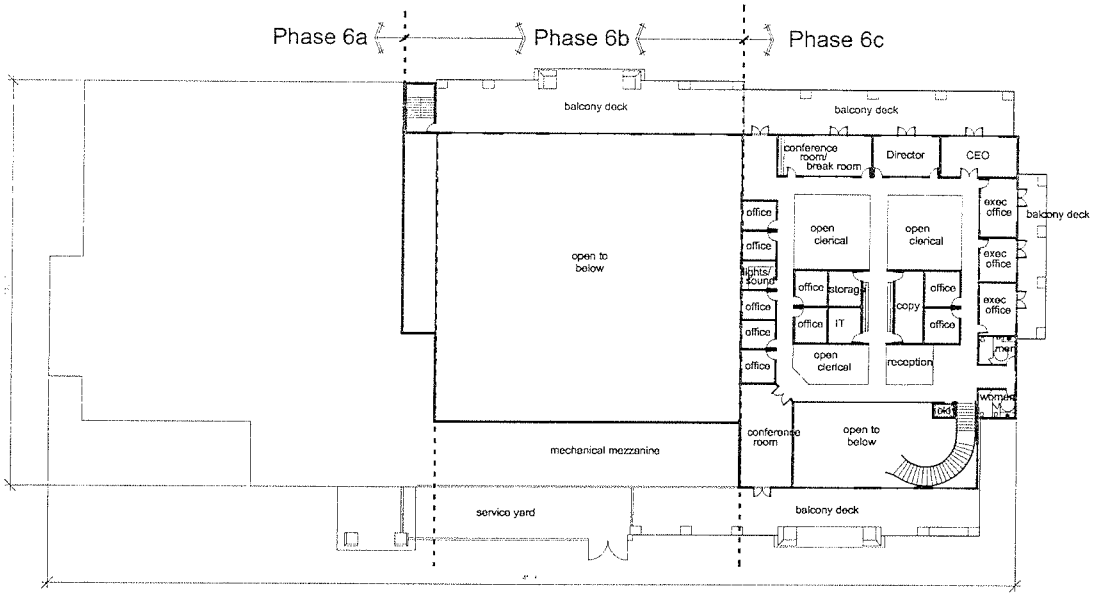
revisions

jd architect

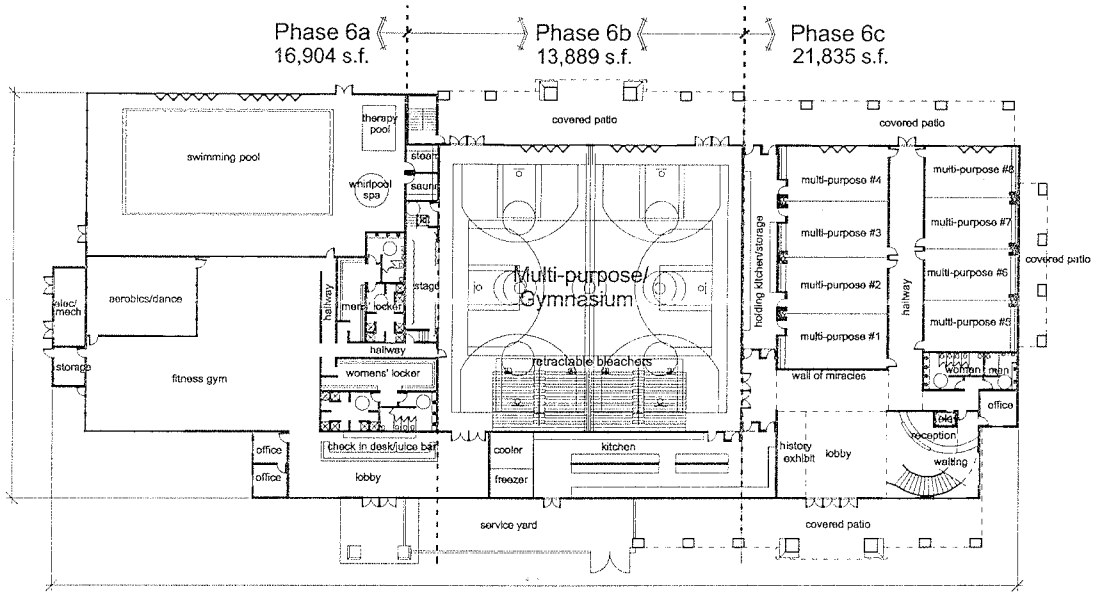
New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

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

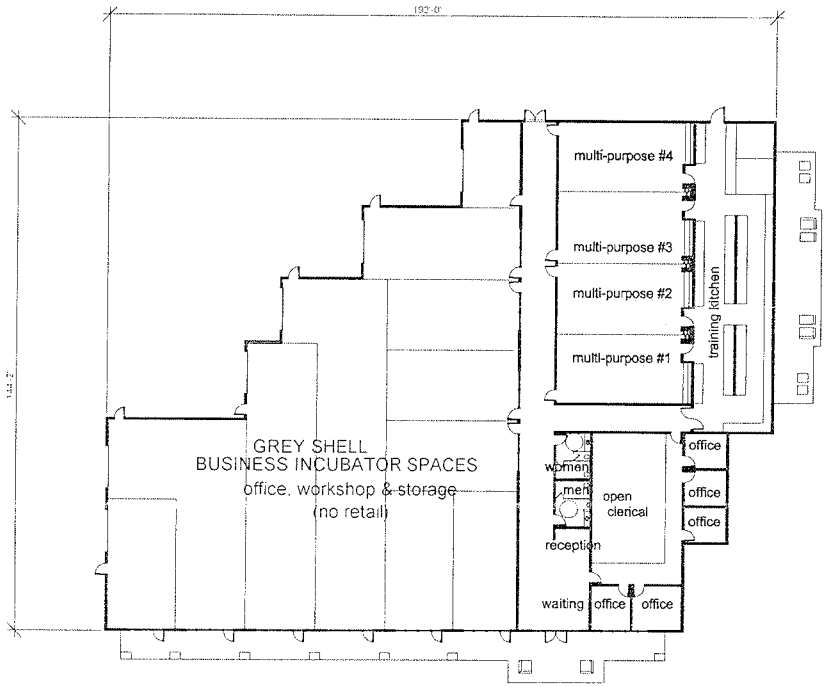
jdB architect

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

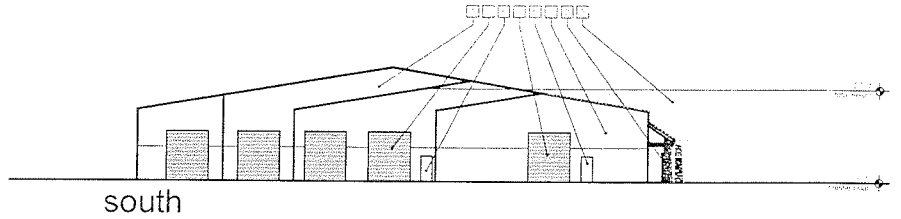
#	description



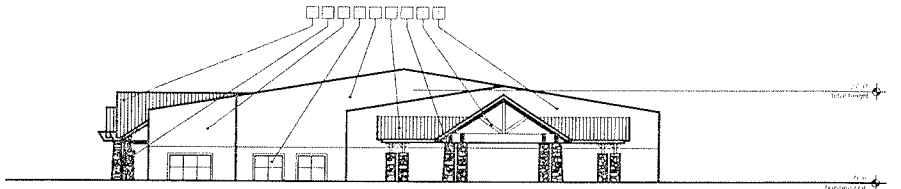
2 **floor plan** employment & educational Center

SCALE 1/16" = 1'-0"

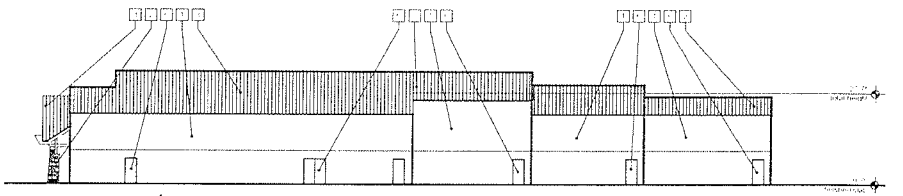
21,000 s.f.



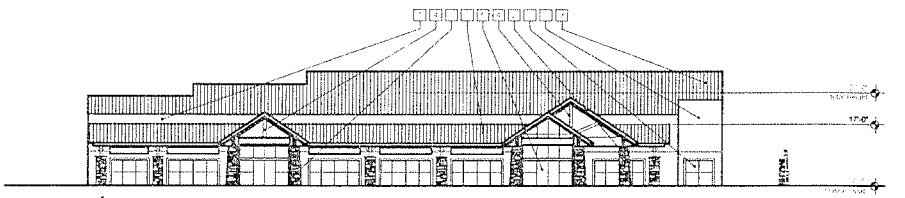
south



north



west



east

1 **elevations**

SCALE 1/16" = 1'-0"

jd architect

New Vista Community

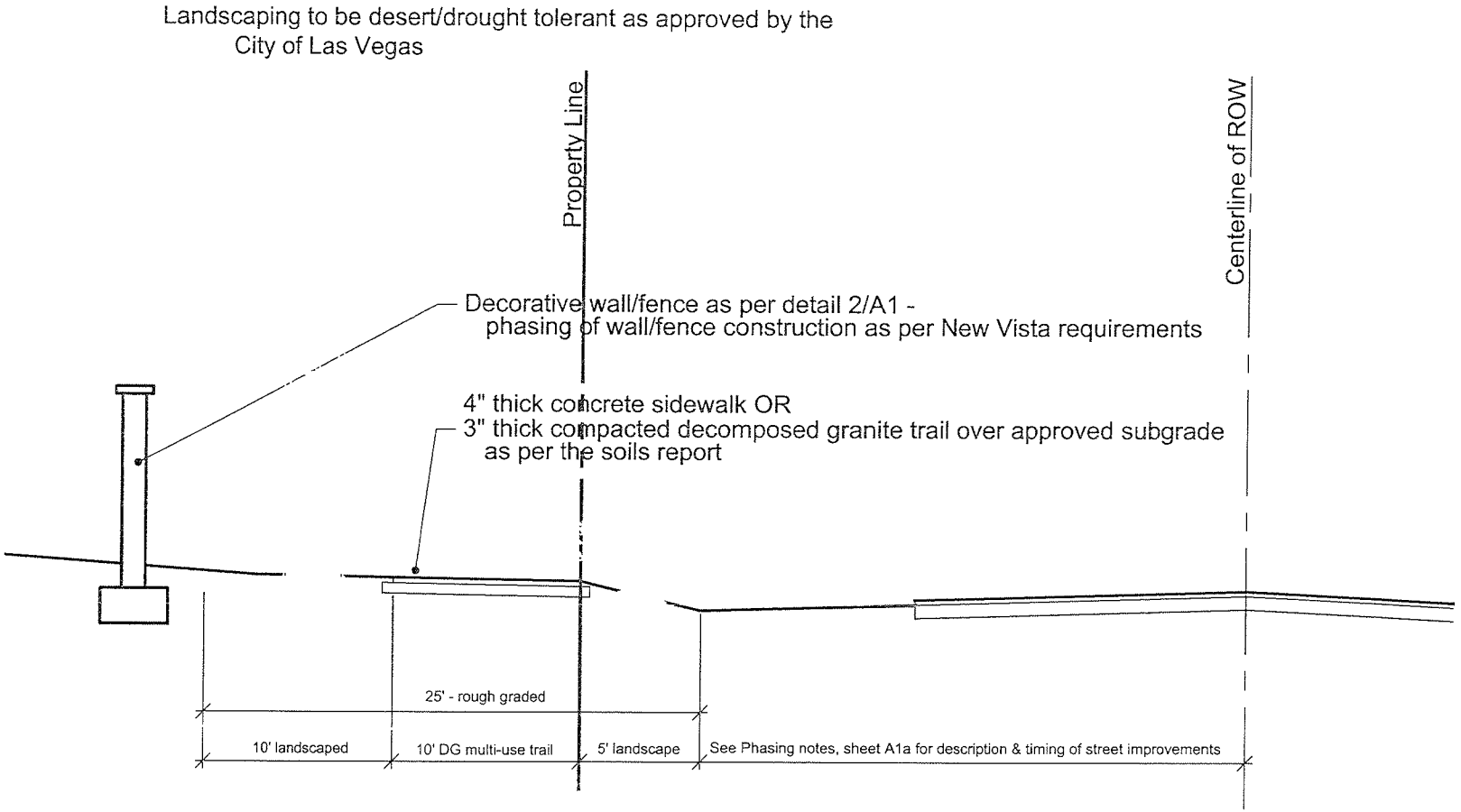
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center

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	5	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

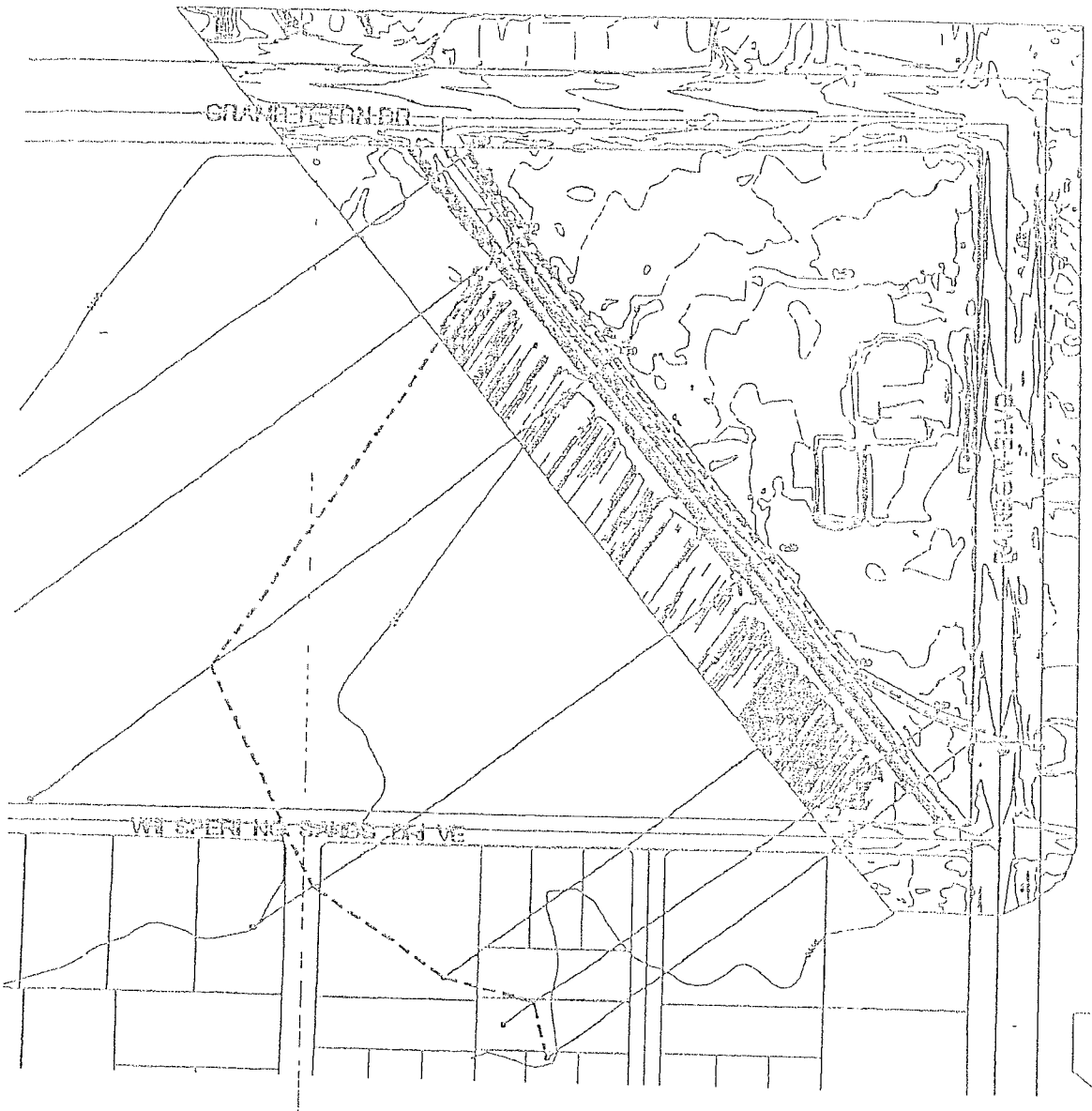
EXISTING DRAINAGE CONDITIONS

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

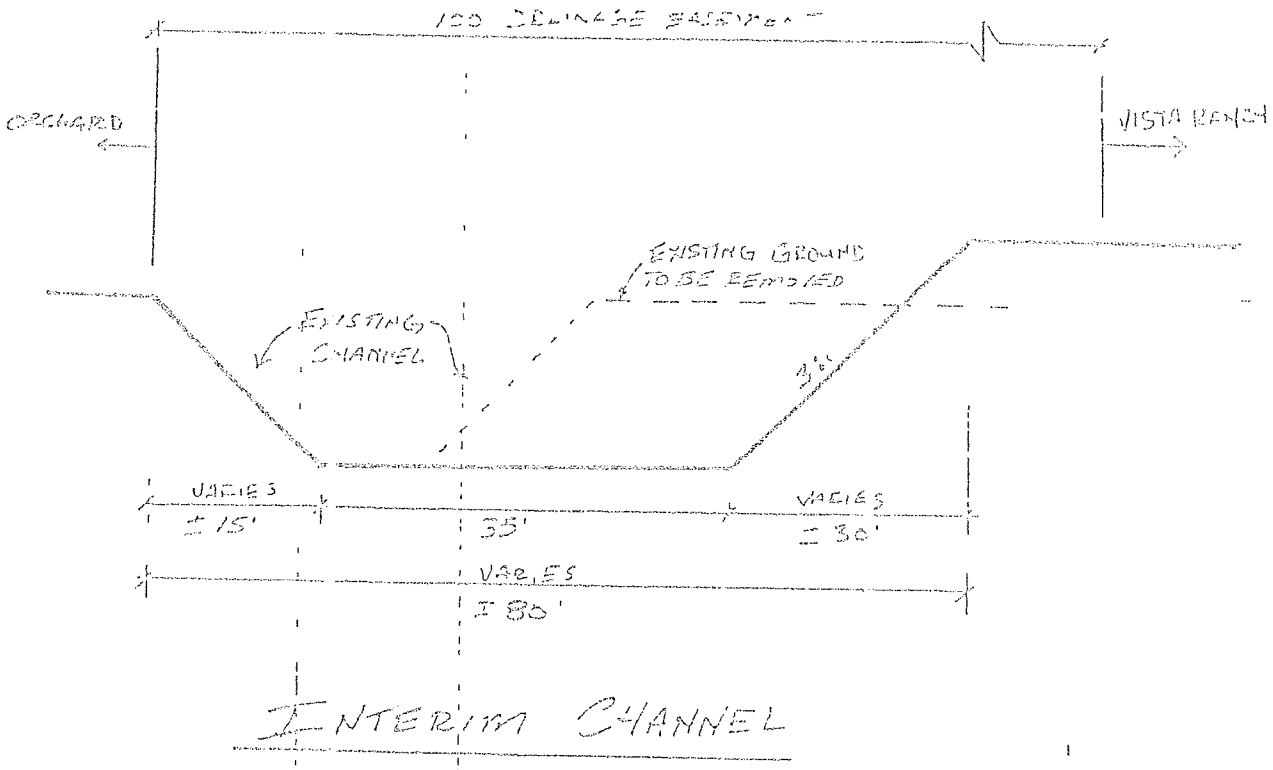
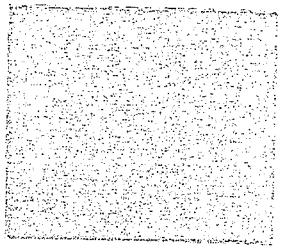
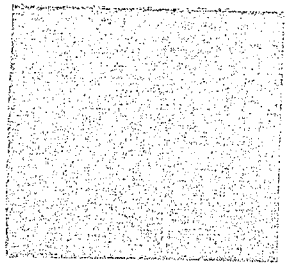


EXHIBIT G



Berridge 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 25 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

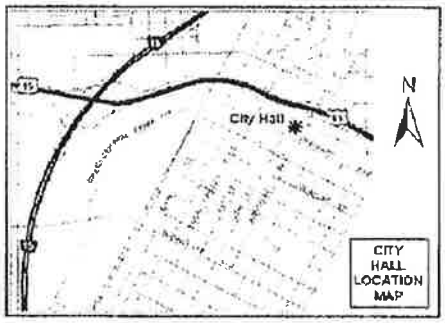
3471 West Oquendo Rd., Suite 301, Las Vegas, Nevada 89118, (702)876-4863, fax (702)876-9355, jburke@jburkearchitect.com

RECEIVED
CITY CLERK

2011 OCT 10 A 7:26

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



FAX
702 382 4803

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.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

MEYER W S TRUST
MEYER WILLIAM S TRS
7088 SPRING BEAUTY RD
LAS VEGAS NV 89131-0136

APN#12515811054

89 HRDCN11 89131

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.
MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

WOODFIELD MICHAEL JON & KIM
6595 FENCE JUMPER AVE
LAS VEGAS NV 89131-0222

APN#12511411045

65 HRDGN11 89131

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 OCT 06 2011
MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

WIIST RONNIE L & JANET W
7301 SANDY PLAINS AVE
LAS VEGAS NV 89131-3389

APN#12515311058

65 HRDGN11 89131

53-85/6

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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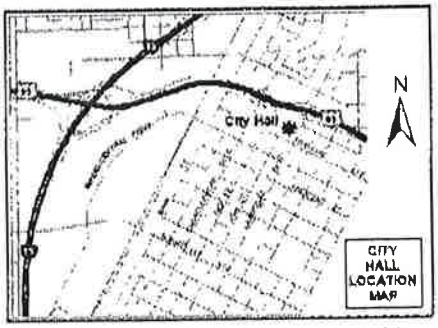

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980

City Council Meeting of 10/19/2011

2011 OCT 18 A 6:

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SHOUP WILMA LTRS
6559 WATER CROSSING AVE
LAS VEGAS NV 89131-0216

APN#12511411033

If this huge Commercial Type Buildings are Allowed it will de-value All Residential property — plus the size is Not Compatible For their Need As stated by N.V. Ranch. They are not being truthful — but Lying seems to work It will destroy the Look & Feel of our Rural Neighborhood too.

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980

City Council Meeting of 10/19/2011

WALTHERS WILLIAM K III & DIANA C
7440 REAL QUIET DR
LAS VEGAS NV 89131-4114

APN#12515210025

66 HRDGN11 89131

83-85

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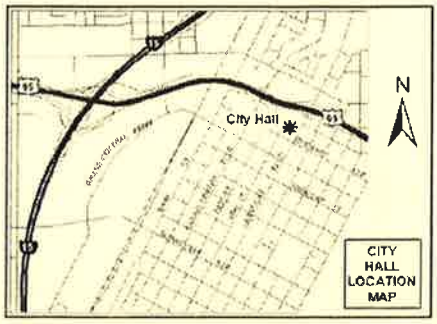

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

DYKE DAVID B & SYLVIA
7777 N TORREY PINES DR
LAS VEGAS NV 89131-2202

APN#12514203005

65 HRDCM1.1 89131

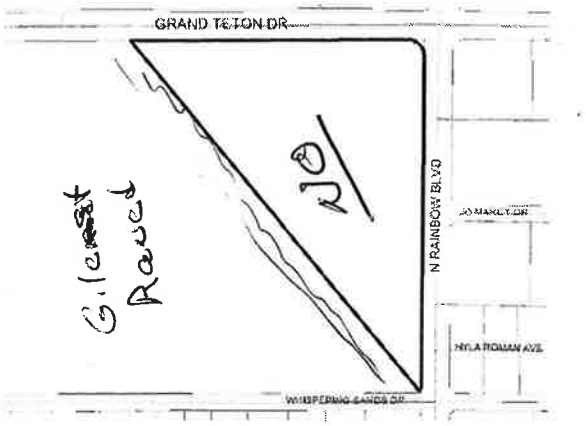
Application Information

MOD-41437 - 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).

ROC-40981 - 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).

SDR-40980 - 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).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***October 19, 2011***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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THEY HAVE HAD 4 PLUS YEARS TO COMPLY WITH 5, 7 AND 9 OF THE MARCH 1, 2007 REZONING. IF THEY DON'T PAY FOR ITEM 9 WHO WILL THE CITY AND THE REST OF THE TAXPAYERS ?? WE OPPOSE THIS AS SUBMITTED

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

ANDERSON STEPHEN M
FERRA JOYCEANN
7312 AFTERNOON ST
LAS VEGAS NV 89131-1023

APN#12515810014

2011 OCT 12 P 12:25

CITY CLERK

66 HRDCM11 89131

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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

KEMP JAMES P & HEATHER E
7904 EVIDENT CT
LAS VEGAS NV 89131-3563

APN#12511307001

This is in or near a rural preservation district/ area and a 78 unit apartment complex would not be conducive to the rural atmosphere. Assisted living complexes should be located closer to medical services and this is miles away from those.

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

HASLAM JOHN & BRENDA K
7108 VIA CAMPANILE
LAS VEGAS NV 89131-0112

APN#12515710031

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

MARTINEZ NORMA J & RICARDO A JR
6804 VIA COSTA BELLA AVE
LAS VEGAS NV 89131-0130

APN#12515712015

65 HRDCM11 89131

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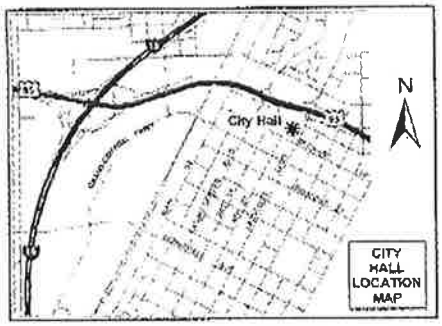

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980

City Council Meeting of 10/19/2011

FLYNN VERA & TOM
8540 GRAND PALMS CIR
LAS VEGAS NV 89131-4335

APN#12510614002

10/13/2011 THU 22:08 [TX/RX NO 5414] 001

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

2011 OCT 17 A 10:08
FILED
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FLYNN THOMAS J & VERA S
8540 GRAND PALMS DR
LAS VEGAS NV 89131-4335

APN#12510814002

68 HRDCNLL 89131

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

LEY LIVING TRUST
LEY CHARLES P & SUSAN TRS
7262 SILVER CHARM CT
LAS VEGAS NV 89131-4129

APN#12515211032

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2011 OCT 17 P 12:

WE ARE AGAINST THESE CHANGES BECAUSE THEY ARE ATTEMPTING TO PUT AN INDUSTRIAL BUSINESS (PAPER SORTING) ON THEIR PROPERTY. THIS AREA SURROUNDING IS ZONED AGRICULTURAL & RESIDENTIAL. THE PLANNED TRUCK INGRESS & EGRESS WILL CAUSE DIMINISHED PROPERTY VALUES AS WELL AS ADDED NOISE, DUST & OTHER POLLUTANTS. PLUS, WHATEVER HAPENED TO THE "PRIVATE ENJOYMENT" OF OUR PROPERTIES? NEW VISTA RANCH IS TRYING TO TURN THIS NEIGHBORHOOD CONTRARY TO THE MASTER PLAN. STEVE ROSS IS NOT REPRESENTING US!

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

LOGAN CHARLES R
6576 WATER CROSSING AVE
LAS VEGAS NV 89131-0216

APN#12511411016

66 HRDGN11 89131

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

MORAVECTZ MICHAEL J & JUDITH A
1219 HUNTERS LN
LIBERTYVILLE IL 60048-3407

APN#12511411053

112 HRDGN11 60048

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

HERNANDEZ LISA M
TOFANY MICHELE
6980 FARM RD
LAS VEGAS NV 89131-0108

APN#12515607005

66 HRDGN11 89131

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

YOE FAMILY LIVING TRUST
YOE JOHN M & CONNIE M TRS
715 SHADY HOLLOW
NEW BRAUNFELS TX 78132-2324

APN#12511310024

2 HRDGN11 78132

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

REYNOLDS NELSON JOHN & WENDY
8131 FOXLAND
LAS VEGAS NV 89131-0221

APN#12511411040

66 HRDCN11 89131

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

VINSON FAMILY TRUST
6673 GRAND STAND AVE
LAS VEGAS NV 89131-0219

APN#12511410018

66 HRDCN11 89131

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

ARNOLD 1993 TRUST
ARNOLD MELVIN III & SUSAN CO-TRS
6755 RUNNING COLORS AVE
LAS VEGAS NV 89131-0230

APN#12511310051

65 HRDCN11 89131

No. 8155 P. 1

10/13/2011 THU 07:02 [TX/RX NO 5406] 001

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2011 OCT 13 A 11:43

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980

City Council Meeting of 10/19/2011

HARRIS WAYNE ROY
VELO E CHRISTINE
7315 ACKERMAN AVE
LAS VEGAS NV 89131-1648

APN#12510406006

66 HRDGN1 1 89131

Oct. 13. 2011 7:54AM

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2011 OCT 17 A 8:01

Fax

To	From
City Council City of Las Vegas Fax: (702) 382-4803	Darrell Hobbs (702) 553-2013

Date:	October 15, 2011 11:49
Pages:	2 (including cover)
Re:	MOD-41437, ROC-40981 & SDR-40980

for City Council Meeting of 10/19/2011. I was informed this rezoning has already been approved. If so, this result in legal proceedings by myself, and more than likely the Eagle Ranch Subdivision. I am not aware of one person who is in favor of the rezoning. My recommendation would be to save everyone the time and costs that will surely result if this change is rubber-stamped without considering the legal rights of the surrounding home owners. Also, conducting this meeting at 1:00 PM is inappropriate (for obvious reasons)in my opinion. Sincerely, Darrell Hobbs 7868 Garden Stream CT Las Vegas, NV 89131 702-236-5415 cell

Fax services provided by Phone.com

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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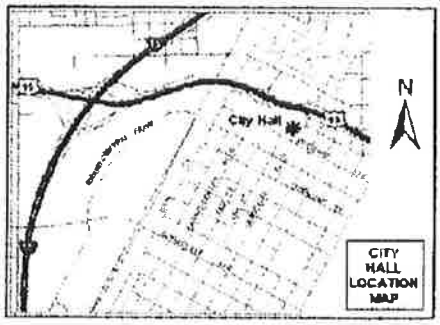

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

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MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

2011 OCT 17 A 7:55

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HOBBS DARRELL R & DIANA R
7868 GARDEN STREAM CT
LAS VEGAS NV 89131-2245

APN#12514110024

66 HRDGN11 89131

p.1 360 376-3880 C & M Whellams Oct 13 11 08:43p

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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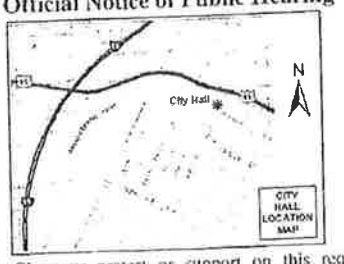

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

CITY CLERK
2011 OCT 17 A 7:00

WHELLAMS LIVING TRUST
WHELLAMS MICHAEL & CASSANDRA
P O BOX 364
ORCAS WA 98280-0364

APN#12510216017

2 HRDGN11 98280

10/13/2011 THU 19:42 [TX/RX NO 5413] 001

City of Las Vegas
Office Of The City Clerk
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Kudos to the planners at New Vista Ranch for better matching the adjacent neighborhood structures. We appreciate the difficulty in what they do everyday for their residents. Thank you!

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

SZYMANSKI PAUL L & N REV LIV TR
SZYMANSKI PAUL LEON TRS
7725 N RAINBOW BLVD
LAS VEGAS NV 89131-2209

APN#12514201006

66 HRDCN11 89131

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 06 2011
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2011 OCT 17 P 12:53

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, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

AYAU VALERIE A & ISMA MANU
94-1015 HAALAU ST
WAIPAHU HI 96797-4539

APN#12510812100

93 HRDCN11 96797

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 06 2011
MAILED FROM ZIP CODE 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

HABOUSH MARK A & SUSAN L
7361 BROOK CREST AVE
LAS VEGAS NV 89131-3379

APN#12515313010

66 HRDGM11 89131

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 OCT 06 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK
2011 OCT 12 P 12:24

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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, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

POSANKE GEORGE P
7280 ELKHORN RD
LAS VEGAS NV 89131-3345

APN#12515405014

65 HRDGN11 89131

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 06 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK
2011 OCT 12 P 12:25

10-10-11P02:02 RCVD

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.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.
MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

VICCHIULLO MARIO A JR & DONNA M
6580 WHISPERING SANDS DR
LAS VEGAS NV 89131-2220

APN#12514105012

65 HRDGN11 89131

2011 OCT 13 A 4:48

CITY CLERK

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.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

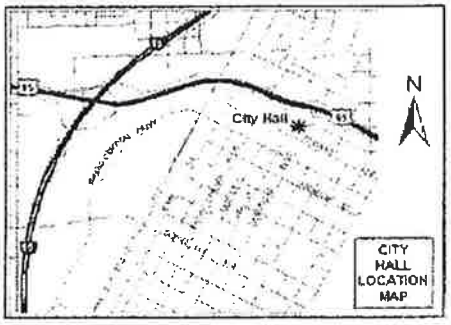
GEORGE FAMILY TRUST
GEORGE STEPHEN & DINA TRS
7855 GARDEN STREAM CT
LAS VEGAS NV 89131-2245

APN#12514110002

65 HROGN11 89131

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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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

2011 OCT 11 P 1:16

STERN TRUST
STERN MICHAEL E & CHERYL J TRS
6892 APRIL WIND AVE
LAS VEGAS NV 89131-0118

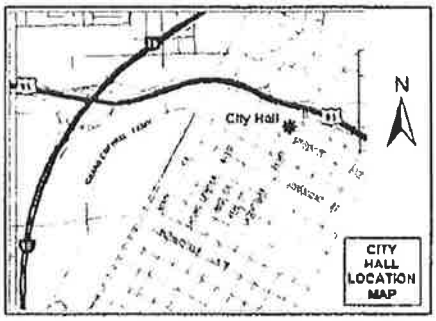
APN#12515810008

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRSTCLASS
UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 06 2011
MAILED FROM ZIP CODE 89101

2011 OCT 13 P 3:51

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.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

BREWER ALEX P JR & ALAN L
7675 RIO VISTA ST
LAS VEGAS NV 89131-3363

APN#12515606004

65 HRDCN1 1 89131

PAGE 01
GRUBS TIRE SERVICE
7026320043
09:57
10/13/2011
10/13/2011 THU 10:02 [TX/RX NO 5407] 001

CITY CLERK

2011 OCT 13 A 11:43

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

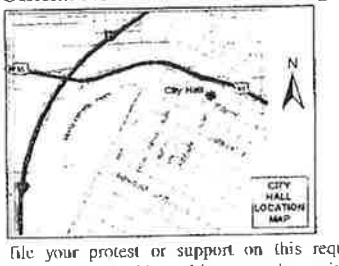
PRESORTED FIRST CLASS

UNITED STATES POSTAGE

$ 00.41[4]

MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

MCCALLA ROBERT D & TAMARA M
7355 SEVERANCE LN
LAS VEGAS NV 89131-3326

APN#12515402005

66 HRDGN11 89131

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 $ 00.41⁴
0004279218 OCT 06 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK
2011 OCT 18 A 10:4

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.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

VENEGAS FAMILY TRUST
VENEGAS JAMES N & SOCORRO TRS
7099 WOLF RIVERS AVE
LAS VEGAS NV 89131-0139

APN#12515811008

65 HRDCN11 89131

p.1

7022514832

I.U.E.C. LOCAL #18

Oct 10 11 02:08p

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CITY CLERK

2011 OCT 10 P 2:09

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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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437, ROC-40981 & SDR-40980

City Council Meeting of 10/19/2011

10-17-11P02:02 RCVD

VICCHIULLO MARIO A JR & DONNA M
6590 WHISPERING SANDS DR
LAS VEGAS NV 89131-2220

APN#12514105012

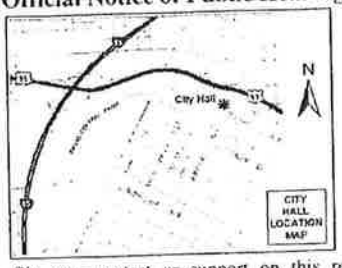
89131

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK

2011 OCT 10 A 7:26



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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, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

BAILEY DOUGLAS A & PAMELLA A
6665 JO MARY DR
LAS VEGAS NV 89131-2229

APN#12514104003

66 HRDGN11 89131

Baileys

702-658-7081

P.1

10/08/2011 SAT 07:54 [TX/RX NO 5364] 001

RECEIVED
CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2011 OCT 10 A 7:27

Return Service Requested

Official Notice of Public Hearing

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437, ROC-40981 & SDR-40980

City Council Meeting of 10/19/2011

TRIPP JAMES R & CONNIE J
TRIPP ROBERT S
7222 SILVER CHARM CT
LAS VEGAS NV 89131-4129

APN#12515211022

66 HRDGN11 89131

10/10/2011 MON 10:38 [TX/RX NO 5383] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 06 2011
MAILED FROM ZIP CODE 89101

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CITY CLERK

2011 OCT 10 P 12:03

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437, ROC-40981 & SDR-40980
City Council Meeting of 10/19/2011

WESTOVER RUEL B & MONIQUE K
7685 N RAINBOW BLVD
LAS VEGAS NV 89131-2212

APN#12515608003

66 HRDGN11 89131

BOARD OF COUNTY COMMISSIONERS
LAS VEGAS, NEVADA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING will be held by the Board of County Commissioners on October 7, 1987 in the Commission Chambers, Bridger Building, 225 East Bridger, Las Vegas, Nevada, at the hour of 2:00 P.M., on an application to consider the request for the following:

NEW VISTA RANCH, INC. ZC-224-87, UC-272-87 & VC-529-87 PUBLIC HEARING

A Zone Change to reclassify from R-E (Rural Estates Residential) Zone to R-A (Residential Agricultural) Zone. On a portion of the NE1/4 of Section 15, Township 19 South, Range 60 East (exact legal on file). With a Use Permit and Variance to construct and maintain a quasi-public institutional group home complex for handicapped adults to include 12 group residences, dining/meeting/office building, crafts and workshop building, pool and sports courts, picnic area, gardens, barn, horse riding trails and commercial agricultural uses including plants and limited farm animals, and to conduct educational and training programs. ALSO, a Variance to waive the on-site paved driveway and parking area requirements, and a request to waive the block zone wall and off-site improvement requirements.

GENERALLY LOCATED: ON THE SOUTH SIDE OF GRAND TETON DRIVE AND THE WEST SIDE OF RAINBOW BOULEVARD.

AREA INVOLVED: 15.04 acres. APN - 480-660-001.

All persons interested will be heard at the above time and place, or may prior to the hearing, file written objections with the Clark County Zoning Division, 401 South Fourth Street, Las Vegas, Nevada 89101.

Dated at Las Vegas, Nevada

September 15, 1987

May we suggest that you inform your lessees of the matter.

Submitted at City Council
Date 10/19/11 Item 83-85
By Pam Baily

We, the undersigned, live to the east or south of New Vista Ranch. We support the plan being presented at the City Council meeting on October 19, 2011.

Name	Address
1. Ruel Westover	7685 N Rainbow Blvd., LV, NV 89131
2. Monique Westover	" "
3. MARIANN KASTNER	7675 N. RAINBOW Blvd, LV NV 89131
4. Julia McDanich	6751 Royal Stallion CT
5. Greg Ostrowski	" "
6. Rebecca Becker	6791 Royal Stallion CT
7. Terry R Kelly	6730 Royal Stallion Ct. Las Vegas, NV
8. Carol Simonsen-Bueck	6790 Royal Stallion Ct LV, NV
9. [illegible]	7661 N. Rainbow Blvd.
10. Sheri DelFante	6770 W. Farm Rd

Submitted at City Council
Date 10/19/11 Item 83-85
By: Pam Bailey

We, the undersigned, live to the east or south of New Vista Ranch. We support the plan being presented at the City Council meeting on October 19, 2011.

	Name	Address
1.	Stacey Evans	6770 Farm Rd.
2.	Austin White	7661 N. Rainbow Blvd.
3.	Ashley McCall	7661 No. Rainbow Blvd.
4.	PEG GAFFNEY	7675 N. RAINBOW BLVD
5.	TIM RYAN	6826 DONALD NELSON AVE
6.	MAUREEN RYAN	6826 Donald Nelson Ave
7.	Paul Symanski	7725 N Rainbow Blvd
8.	Bell Rend	6731 ROYAL STALLION CT
9.	Annette Allen	6740 Via Provenza Ave
10.	Thomas Allen	6740 Via Provenza Ave

We, the undersigned, live to the east or south of New Vista Ranch. We support the plan being presented at the City Council meeting on October 19, 2011.

	Name	Address
1.		6710 Via Provenza
2.	Mary Stevens	6710 Via Provenza
3.		6760 Via Provenza
4.		6760 Via Provenza
5.		
6.		
7.		
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We, the undersigned, live to the east or south of New Vista Ranch. We support the plan being presented at the City Council meeting on October 19, 2011.

	Name	Address
1.	Emily Keene	7630 Christian Circle
2.	Gerald Keene	7630 Christian Circle
3.		7651 Christian Cir.
4.		7651 Christian Cir.
5.	Angie Stepp	7650 Christian Circle
6.	Sharon Hoag	7610 CHRISTIAN CIRCLE
7.		
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10.		

We, the undersigned, live to the east or south of New Vista Ranch. We support the plan being presented at the City Council meeting on October 19, 2011.

	Name	Address
1.	Pam Bailey	6665 So Marcy Dr LV 89131
2.	(Laura Sherman)	7840 Gorehunc St LV 89131
3.	Samantha DiNicola	7270 Solar Ave LV 89131
4.	Lee Ray Perry	6170 Donald Nelson Ave. 89131
5.	Katie Walters	6120 Donald Nelson 89131
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We, the undersigned, live to the east or south of New Vista Ranch. We support the plan being presented at the City Council meeting on October 19, 2011.

	Name	Address
1.	Dina George	7865 Garden Stream Ct.
2.	DARRELL HOBBS	7868 GARDEN STREAM CT
3.	Ethel Keck	6721 Hyla Roman Ave.
4.	MARTIN LOCKER	6741 HYLA ROMAN AVE.
5.	William Rogers	6781 Hyla Roman Ave.
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We, the undersigned, live to the east or south of New Vista Ranch. We support the plan being presented at the City Council meeting on October 19, 2011.

	Name	Address
1.	Maria A. Vacchiullo for Donna M. Vacchiullo	6580 Whispering Sands Dr LV, NV 89131
2.	Donna M. Vacchiullo	6580 Whispering Sands Dr LV, NV 89131
3.		
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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
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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

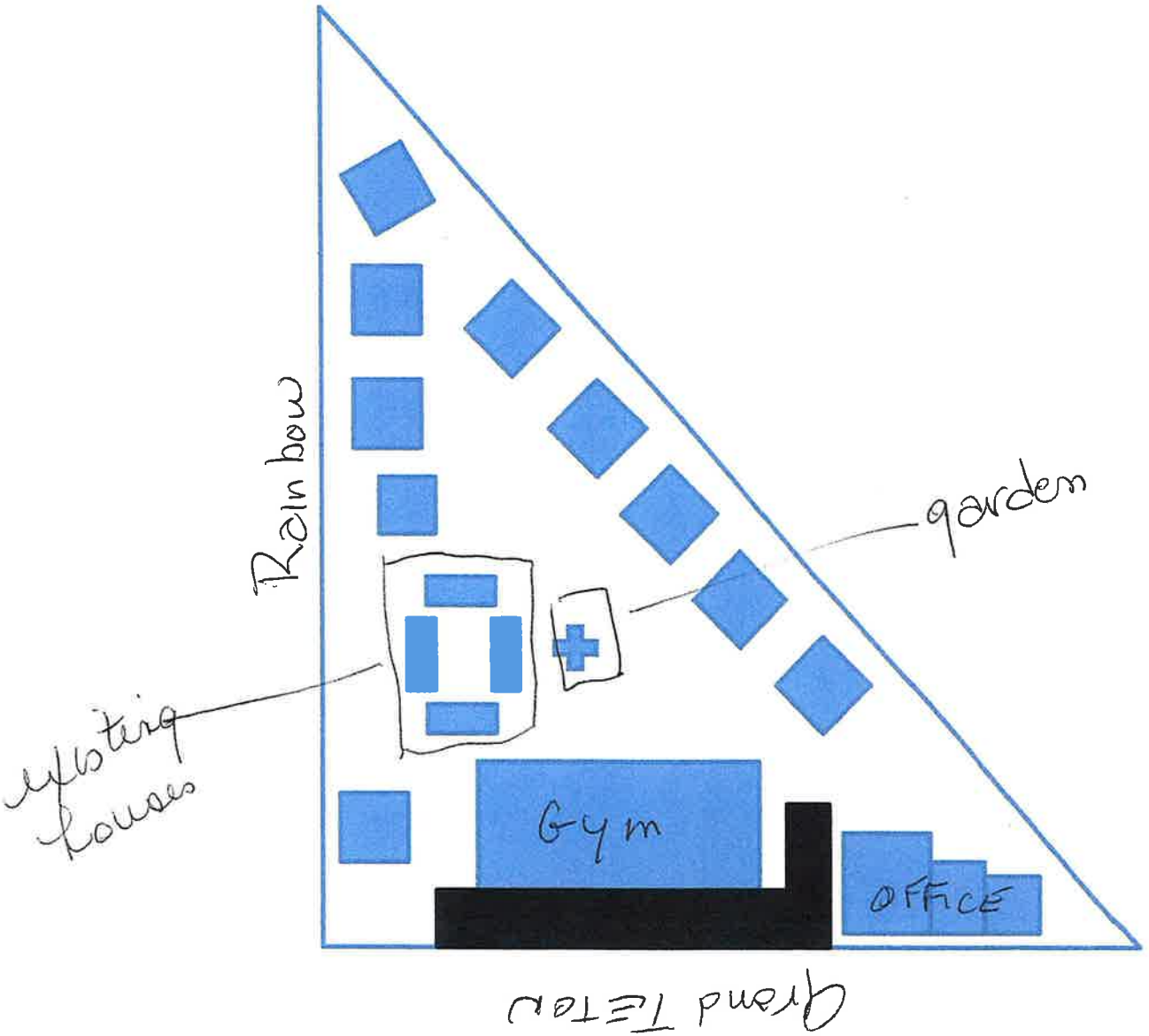
To Whom It May Concern:

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,

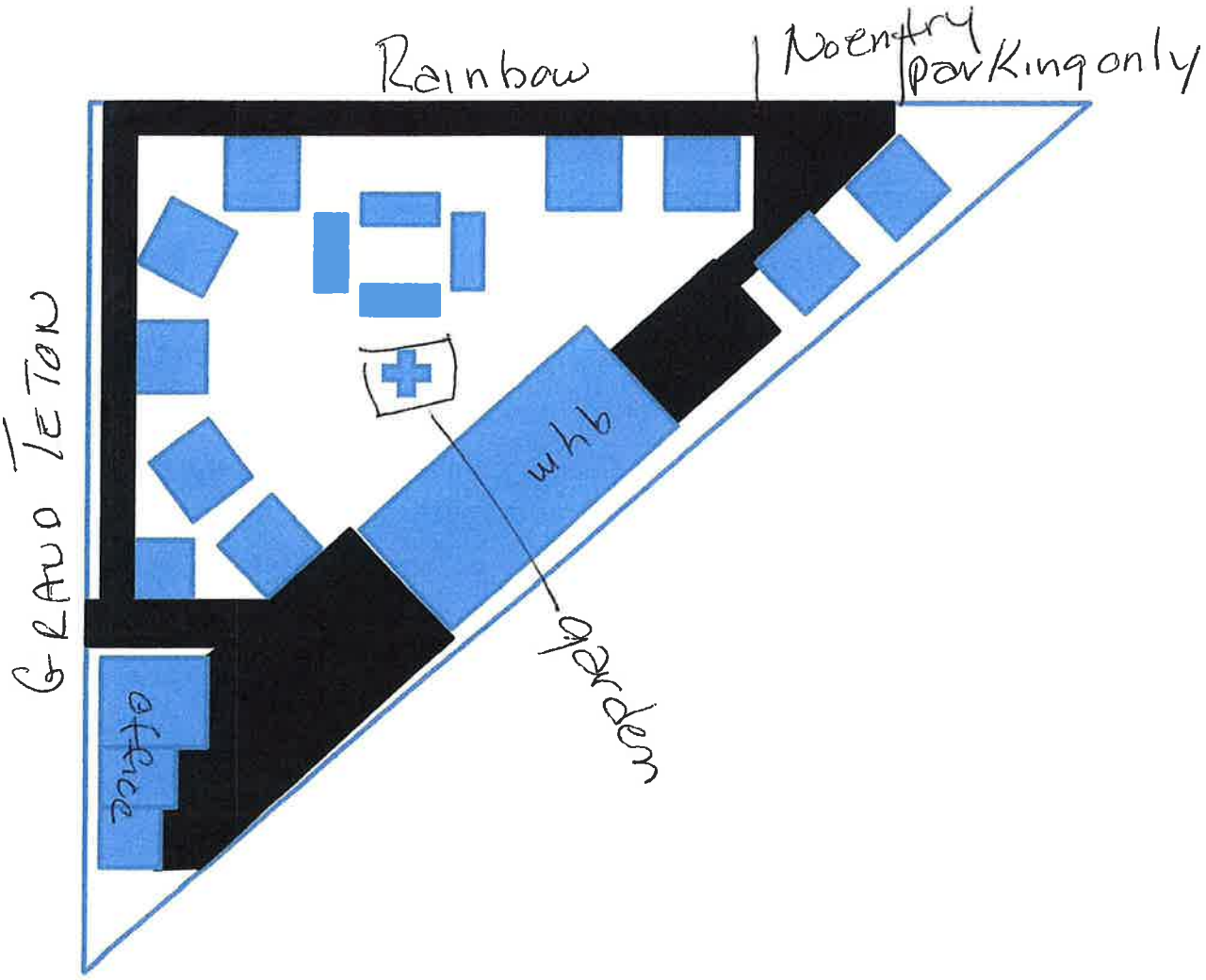
Lee Perry
6170 Donald Nelson Ave.
Las Vegas, NV 89131

New Vista Proposal

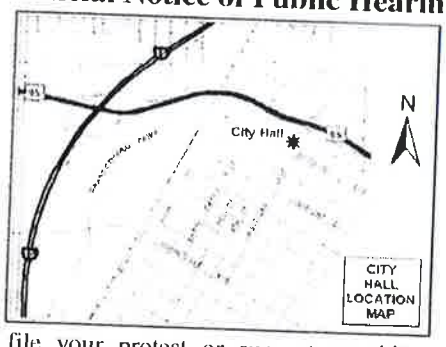


Submitted at Planning Commission
Date 9/13/2011 Item 17-19

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

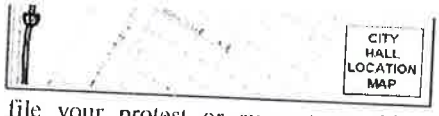
RECEIVED

JUL 11 2011

12510812116 Case: MOD-41437
KAWAKAMI CHRISTOPHER T & PAUL M
7140 RIVER MEADOWS AVE
LAS VEGAS NV 89131-4315

3DP

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

3DP

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

RECEIVED

JUL 12 2011

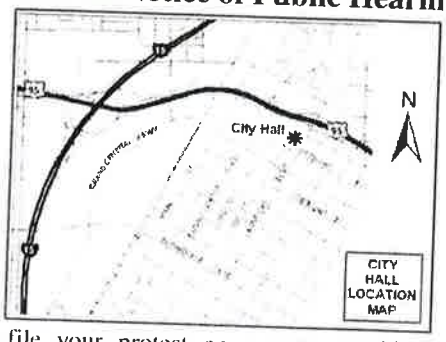
12515711007 Case: MOD-41437
MAGUINESS THOMAS S & ELIZABETH
7504 VIA SIGNORELLI
LAS VEGAS NV 89131-0125

3DP

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

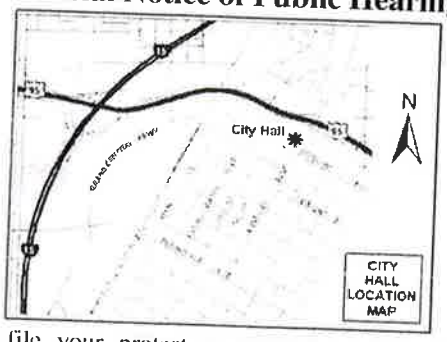
12515212026 Case: MOD-41437
GOURLEY R VAUGHN & KAROL
7331 REAL QUIET DR
LAS VEGAS NV 89131-4133

30 P

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

12514105012 Case: MOD-41437
VICCHIULLO MARIO A JR & DONNA M
6580 WHISPERING SANDS DR
LAS VEGAS NV 89131-2220

30P

89 DRDFM11 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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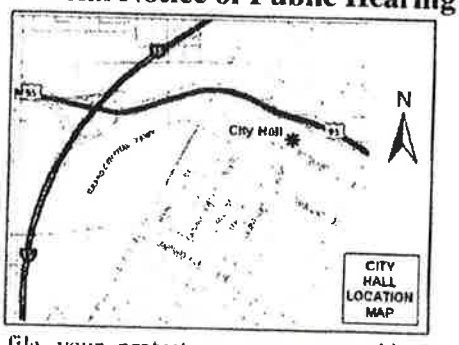
0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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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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MAILED FROM ZIPCODE 89106

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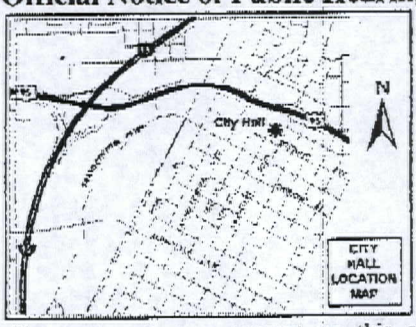

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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

66 DRDFM11 89131

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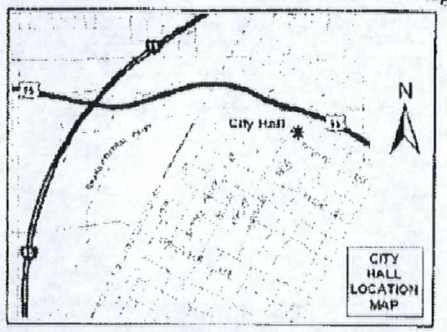
JUL 07 2011

30A

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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[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

Case: MOD-41437

12515712023
DURELL WILLIAM & JANET FAM TR
7509 VIA FIORENTINO ST
LAS VEGAS NV 89131-0129

RECEIVED
JUL 07 2011

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p.1

702-655-3714

Durell Laboratories

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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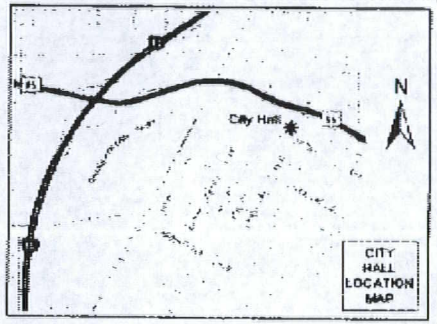
Official Notice of Public Hearing



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☒ 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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0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

Case: MOD-41437
12515402005
MCCALLA ROBERT D & TAMARA M
7355 SEVERANCE LN
LAS VEGAS NV 89131-3326

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JUL 07 2011

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAILED FROM ZIPCODE 89101

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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

12510714014 Case: MOD-41437
HUFFMAN KURT TRUST
P O BOX 751450
LAS VEGAS NV 89136-1450

RECEIVED
JUL 11 2011

20A

Jul 11 2011 10:22 RESULTS TECH 1 913-928-8200 p.2

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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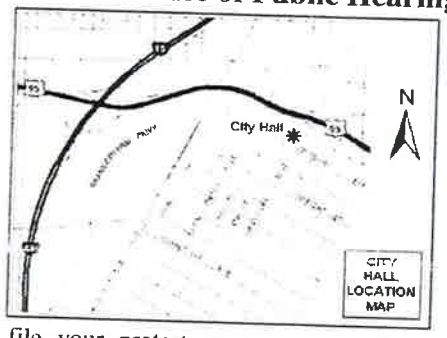
Official Notice of Public Hearing



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[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

UNITED STATES POSTAGE PITNEY BOWES
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0004278216 JUN 30 2011
MAILED FROM ZIPCODE 89101

RECEIVED
JUL 12 2011

12515810050 Case: MOD-41437
CARDWELL-LUETKEMEYER LIVING TR
6896 KELP LEDGE CT
LAS VEGAS NV 89131-0122

30A

89131

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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

PLANNING & DEVELOPMENT

12510818008 Case: MOD-41437
MOWAT CHARLES W & SUZANNE J
8113 BAY COLONY ST
LAS VEGAS NV 89131-6707

30A

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

DEVELOPMENT

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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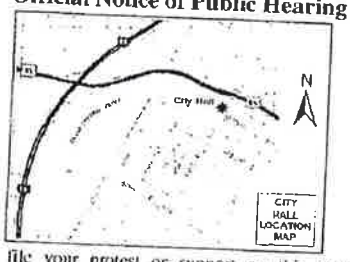
Official Notice of Public Hearing



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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

12515211022 Case: MOD-41437
TRIPP JAMES R & CONNIE J
7222 SILVER CHARM CT
LAS VEGAS NV 89131-4129

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JUL 06 2011

3DA

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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☒ 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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JUL 06 2011

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

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.: **68.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-40981 - ABEYANCE ITEM - 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	**21**	**City Council Meeting**	**56**

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. Protest/Support Postcards
7. 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

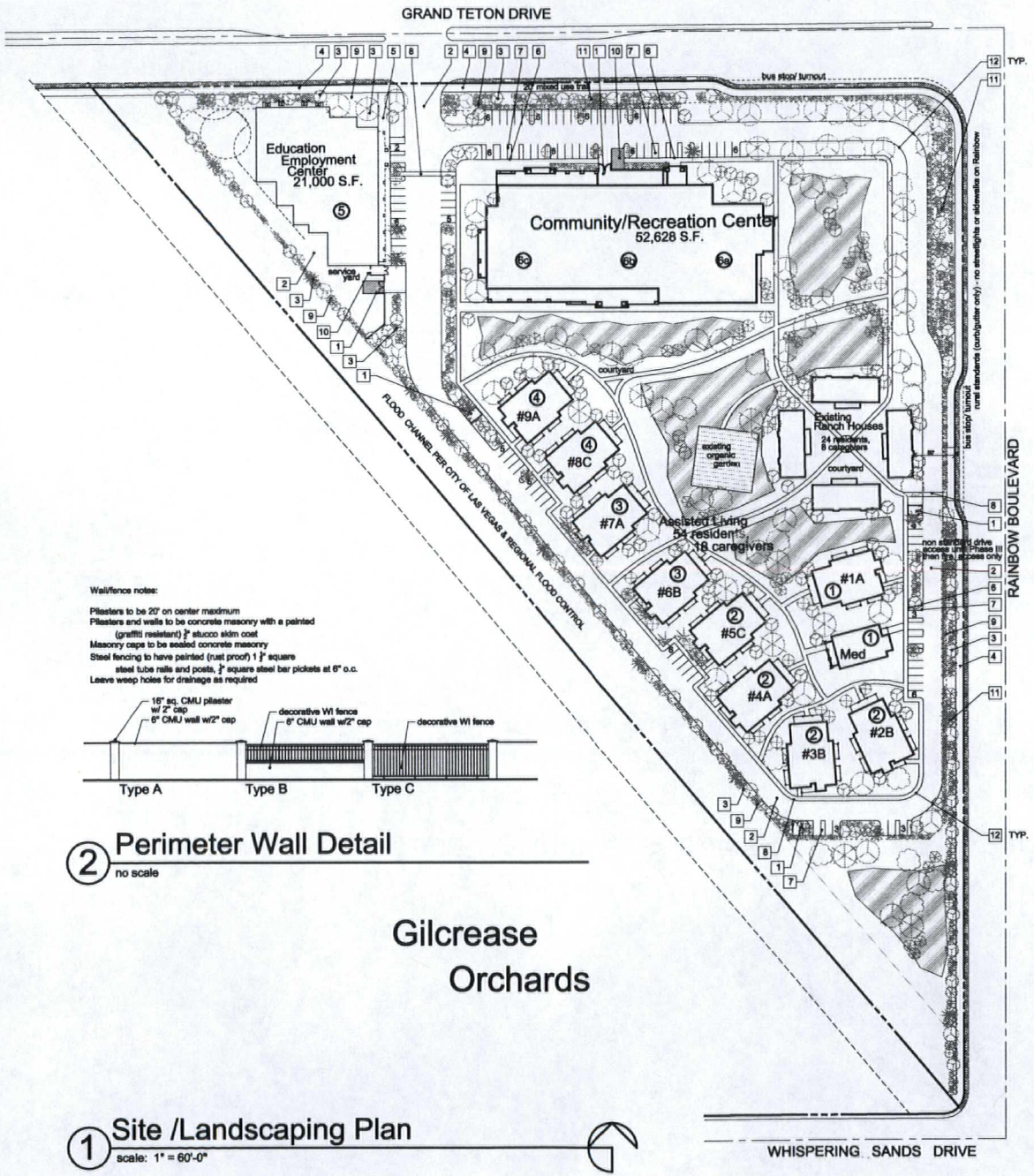
Revised 10/27/08

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.

f:\depot\Application Packet\Application Form.pdf



Wall/fence notes:

Pilasters to be 20' on center maximum
Pilasters and walls to be concrete masonry with a painted (graffiti resistant) ⅜" stucco skim coat
Masonry caps to be sealed concrete masonry
Steel fencing to have painted (rust proof) 1 ¼" square steel tube rails and posts, ¾" 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-LPD ZONING
REQUIRED ZONING:	GP-LPD 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	

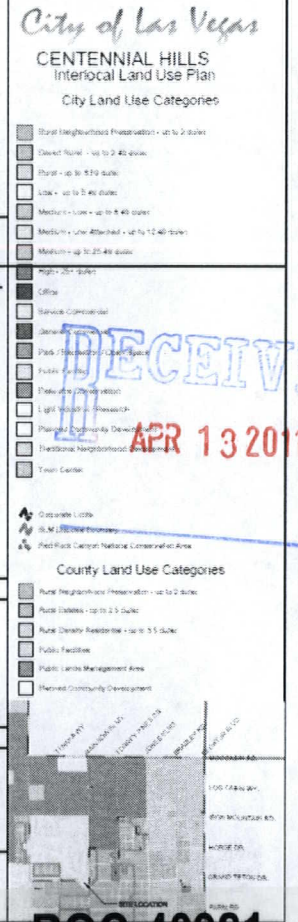
landscape legend

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 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.&.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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New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

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chkd. by	

sheet no. A1

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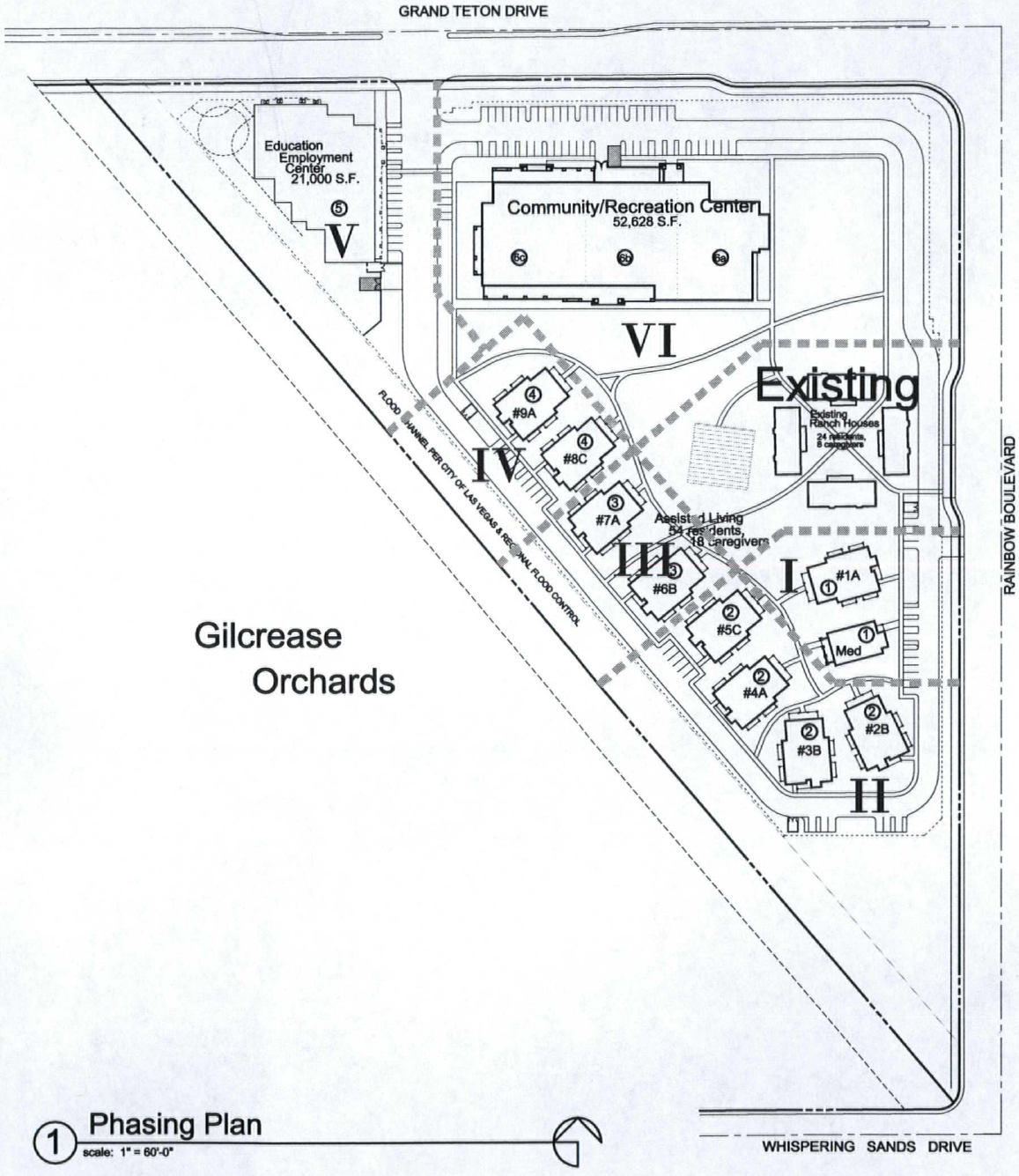


1 Phasing Plan
scale: 1" = 60'-0"

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

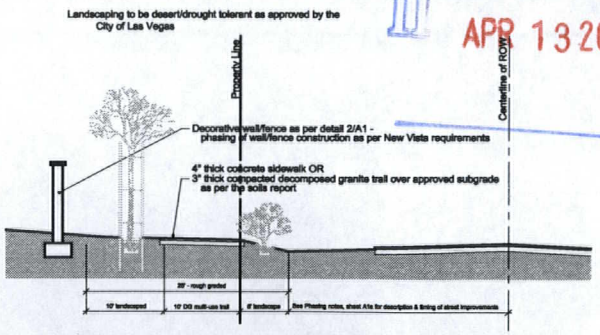
II
2. Phase Two - Build Four (4) More Residential Homes

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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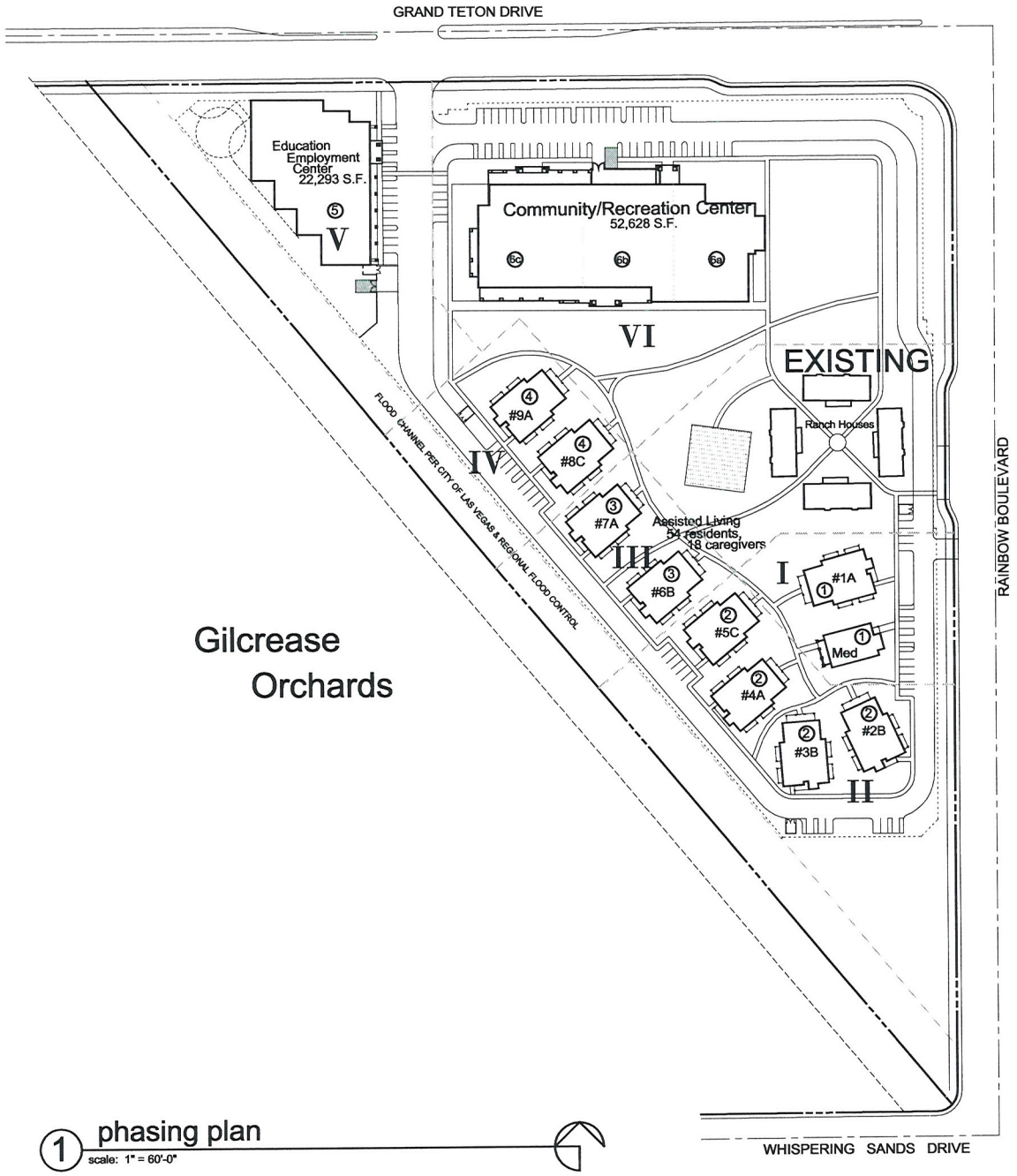

1 phasing plan
scale: 1" = 60'-0"

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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jdB architect

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New Vista Community
Assited Living Residential Units
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Education & Employment Center
City of Las Vegas Nevada

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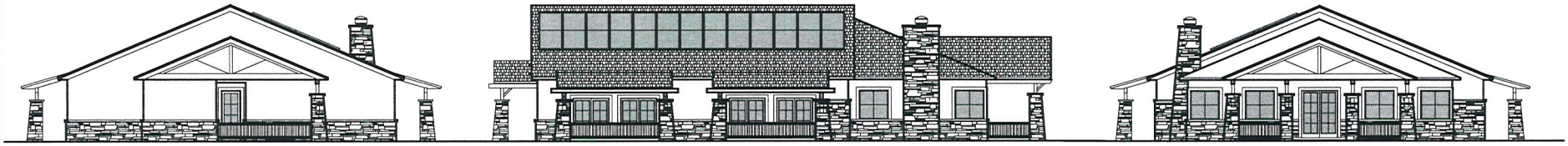

typical rear | side | front

Type C

typical rear | side | front

Type B

typical rear | side | front

Type A

1 EXTERIOR ELEVATIONS Assisted Living Module

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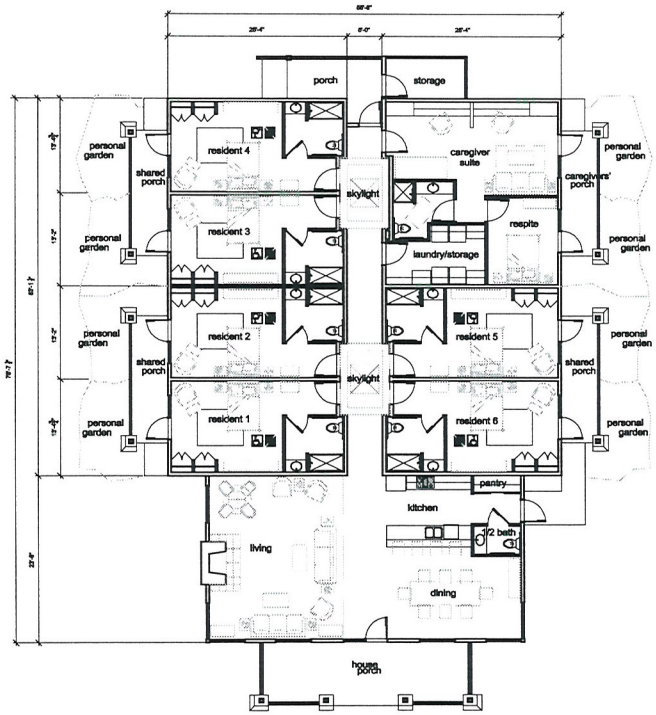
sheet no. A2

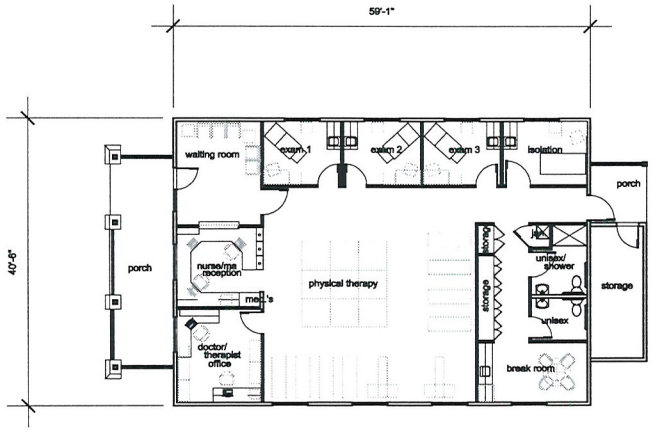
keynotes

#	description
1	STUCCO FINISH
2	STONE VENEER
3	CONCRETE ROOF TILE
4	TIMBER TRUSS
5	PELLA DOORS/WINDOWS
6	WOOD RAILING
7	PHOTOVOLTAIC ARRAY



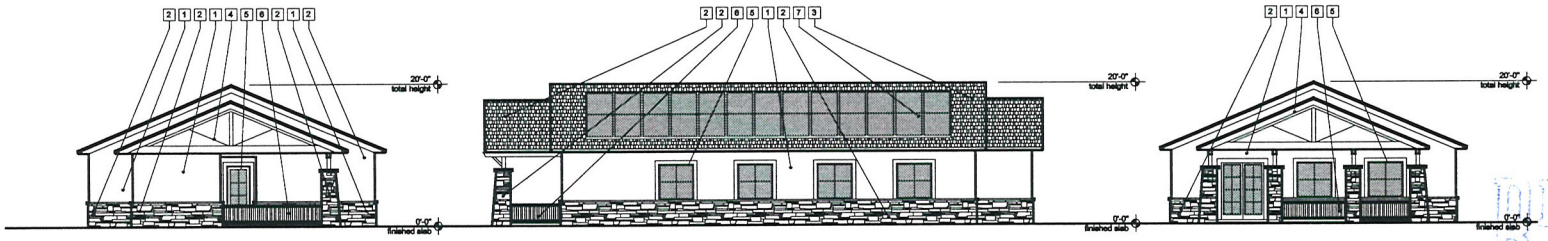
3 **floor plan** Assisted Living Module

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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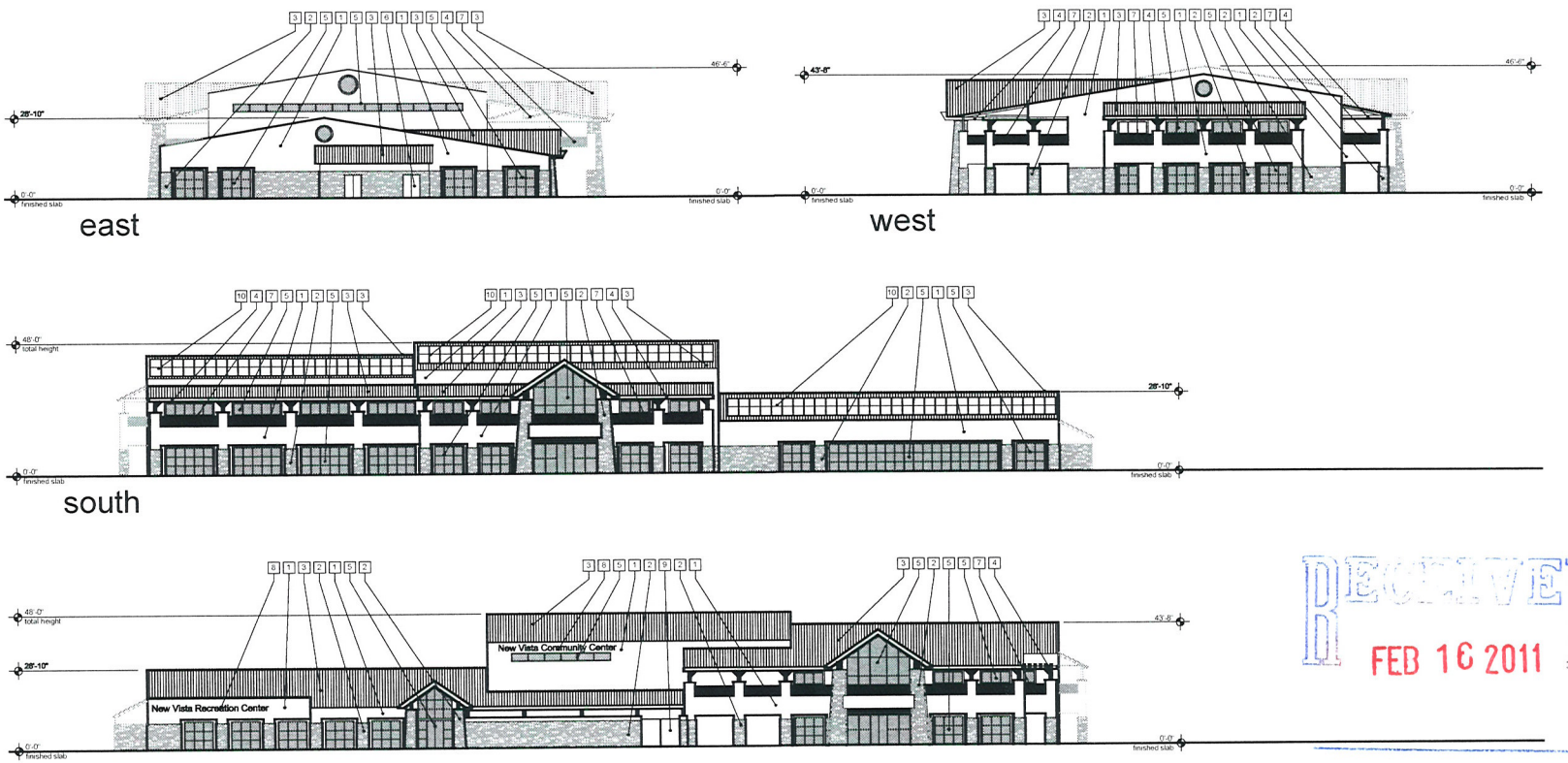
keynotes

#	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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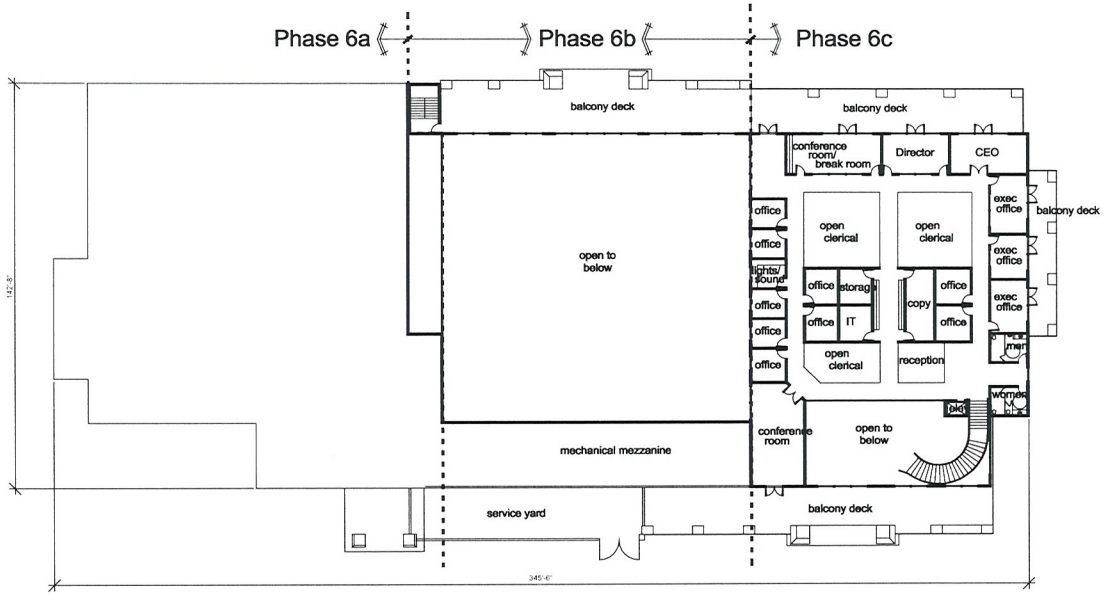
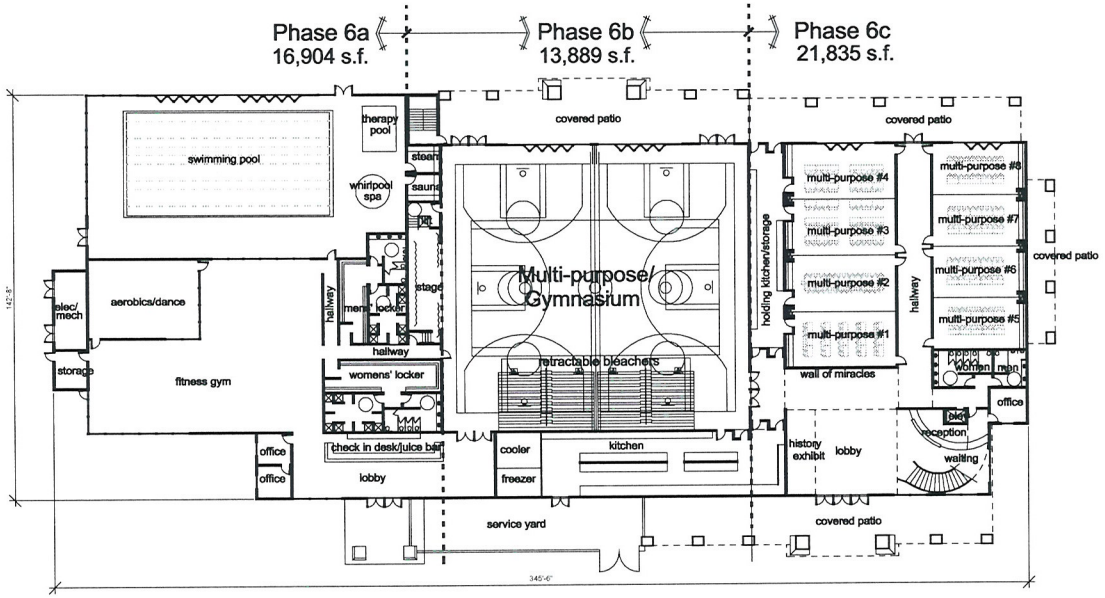


Second Floor



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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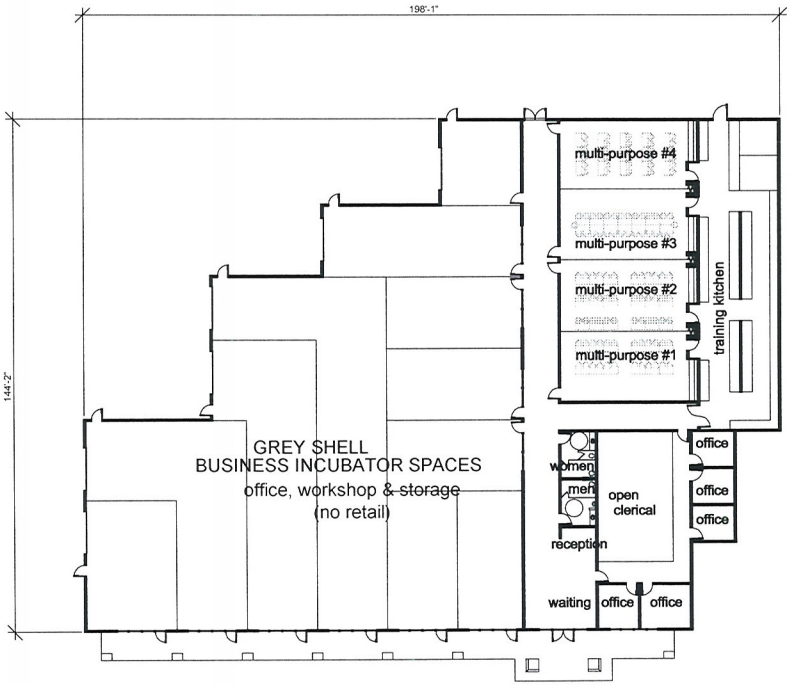
keynotes

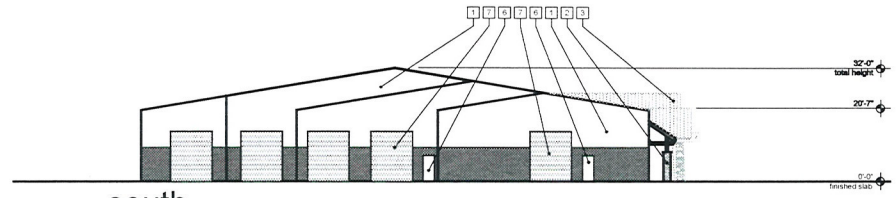
#	description
1	STUCCO FINISH
2	STONE VENEER
3	STANDING SEAM METAL ROOF
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	ROLL-UP DOOR
8	SIGNAGE - BY OTHERS



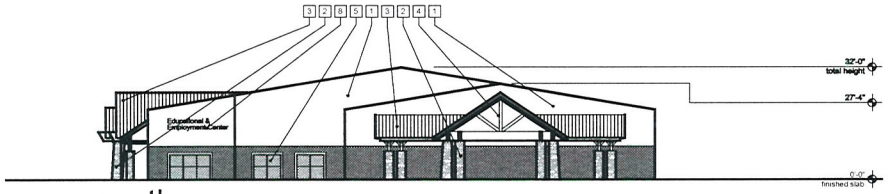
2 floor plan employment & educational Center

SCALE: 1/16" = 1'-0"

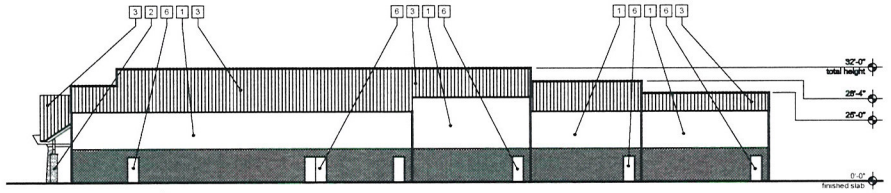
22,293 s.f.



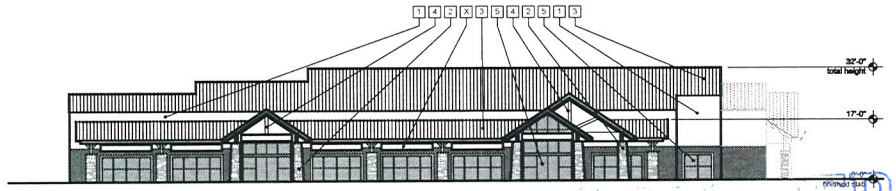
south



north



west



east

1 elevations

SCALE: 1/16" = 1'-0"

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date	description

jdB architect

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New Vista Community

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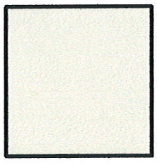
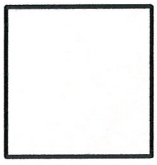
COLOR/MATERIALS BOARD

(A) stucco dark field:
Frazee - CL 2676A 'Tia Maria'

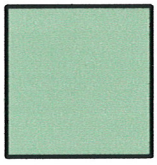


(B) stucco medium field:
Frazee - CL 2674M 'Storm Bay'



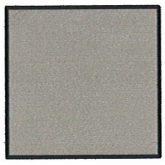
(C) stucco light field:
Frazee - CL 2622W 'Stones Throw'

(D) trim:
Frazee - CL 2677N 'Espresso'



(E) sconces & signage:
Frazee - CL 3004M 'Bonjour'

(F) storefront framing:
ab-4 medium bronze



(G) glazing:
PPG - 'Solarcool' bronze reflective

(H) cultured stone veneer:
Eldorado Stone - Mountain Ledge
'Bitteroot'

(J) roof tile:
MonierLifetile - 1MDCL5001
'Mountainwood'

(K) standing seam metal roof:
Berridge - Zee-Lock
'Aged Bronze'

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New Vista Community

Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

ROC-40981
SDR-40980

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

OSCAR B. GOODMAN
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
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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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SDR-40980

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

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
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STEVE WOLFSON
LOIS TARKANIAN
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

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SDR-40980

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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ROC-40981
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
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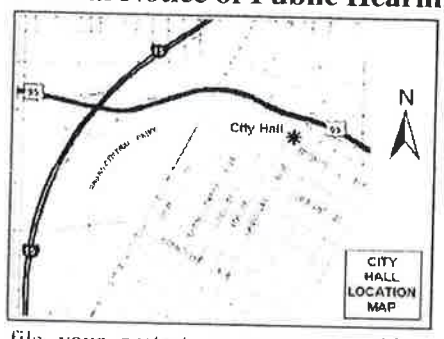
Please refer to MOD-41437 for related Protest/Support Postcards.

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-40981 & SDR-40980
Planning Commission Meeting of 7/12/2011

RECEIVED
JUL 12 2011

Case: ROC-40981
12515711007
MAGUINESS THOMAS S & ELIZABETH
7504 VIA SIGNORELLI
LAS VEGAS NV 89131-0125

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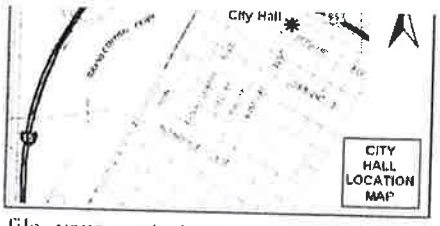
89131



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ROC-40981 & SDR-40980
Planning Commission Meeting of 7/12/2011

Case: ROC-40981
12515212026
GOURLEY R VAUGHN & KAROL
7331 REAL QUIET DR
LAS VEGAS NV 89131-4133

31-32 P

89131

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ROC-40981 & SDR-40980
Planning Commission Meeting of 7/12/2011

Case: ROC-40981
12514110024
HOBBS DARRELL R & DIANA R
7868 GARDEN STREAM CT
LAS VEGAS NV 89131-2245

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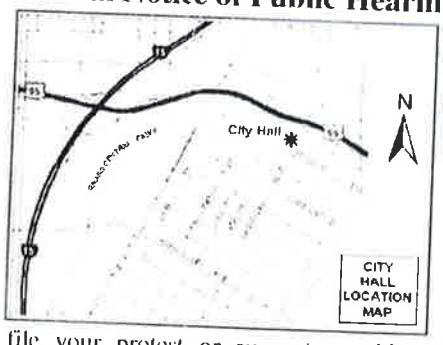
Official Notice of Public Hearing



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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

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0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

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JUL 12 2011

12510812116 Case: ROC-40981
KAWAKAMI CHRISTOPHER T & PAUL M
7140 RIVER MEADOWS AVE
LAS VEGAS NV 89131-4315

31-32 P

89 DRDFM11 89131

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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

JUL 12 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

12515712002 Case: ROC-40981
VARGAS JOSE G
6813 VIA LOCANDA AVE
LAS VEGAS NV 89131-0127

31-32 P

89 DRDFM11 89131

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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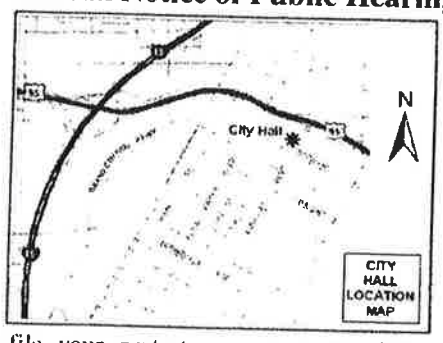
Official Notice of Public Hearing



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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

Case: ROC-40981

12510814028
CHAO-WANG TRUST
33798 TRAILSIDE WY
UNION CITY CA 94587-4368

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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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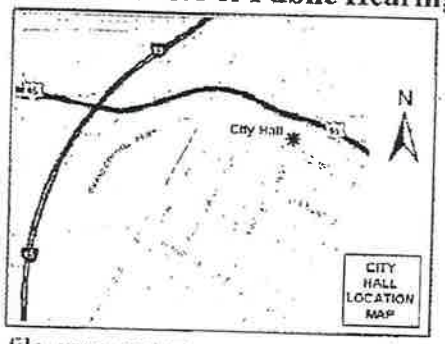

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ROC-40981 & SDR-40980
Planning Commission Meeting of 7/12/2011

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31-32 P

12515712015 Case: ROC-40981
MARTINEZ NORMA J & RICARDO A JR
6804 VIA COSTA BELLA AVE
LAS VEGAS NV 89131-0130

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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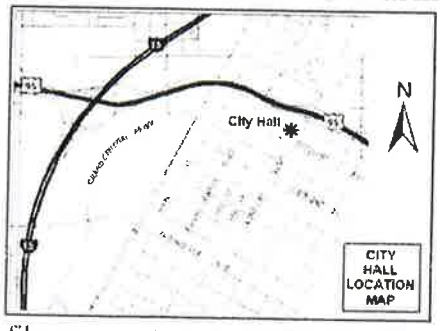
Official Notice of Public Hearing



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ROC-40981 & SDR-40980
Planning Commission Meeting of 7/12/2011

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$ 00.41⁴ JUN 30 2011
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JUL - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

12514105012 Case: ROC-40981
VICCHIULLO MARIO A JR & DONNA M
6580 WHISPERING SANDS DR
LAS VEGAS NV 89131-2220

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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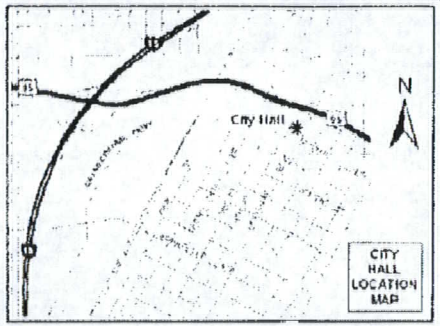
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-40981 & SDR-40980

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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JUL 07 2011

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702-655-3714

Durell Laboratories

07/05/2011 09:06 7026320043 GRUBS TIRE SERVICE PAGE 01

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
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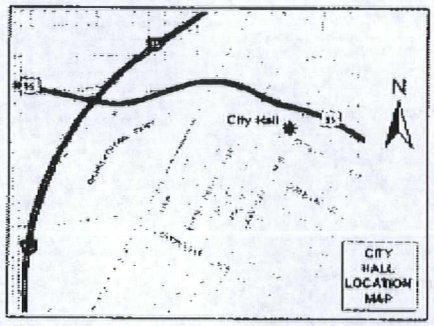

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-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

66 DRDFN11 89131

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JUL 07 2011

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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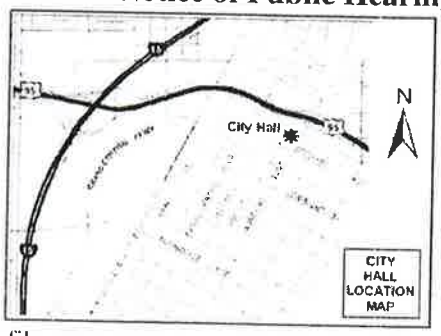
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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Planning Commission Meeting of 7/12/2011

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JUL - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ROC-40981

12515212005
GROVES JOHN G & JANE L
7740 TAMWORTH CT
LAS VEGAS NV 89131-4127

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89131

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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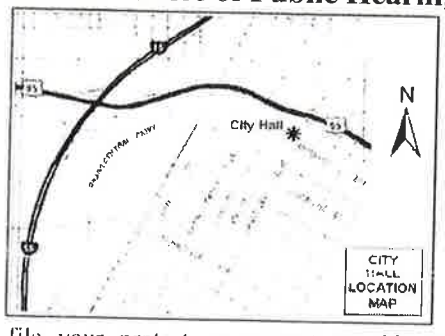

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-40981 & SDR-40980
Planning Commission Meeting of 7/12/2011

UNITED STATES POSTAGE PITNEY BOWES
02 1M 0004279218 $ 00.41⁴ JUN 30 2011
MAILED FROM ZIP CODE 89101

RECEIVED
JUL 12 2011

Case: ROC-40981

12515810050
CARDWELL-LUETKEMEYER LIVING TR
6896 KELP LEDGE CT
LAS VEGAS NV 89131-0122

31-32
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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

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.

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Please use available blank space on card for your comments.

ROC-40981 & SDR-40980
Planning Commission Meeting of 7/12/2011

Case: ROC-40981

12514110007
EAGLE RANCH 3 L L C
801 S RANCHO DR #E-4
LAS VEGAS NV 89106-3912

RECEIVED
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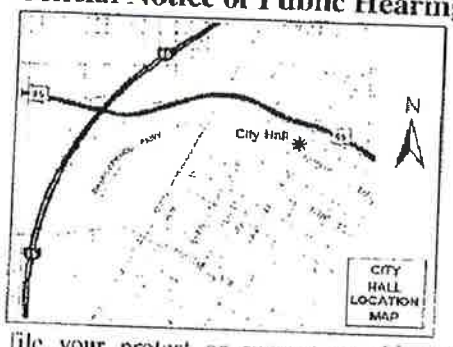
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

ROC-40981 & SDR-40980
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

RECEIVED
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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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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101

12510714014 Case. ROC-40981
HUFFMAN KURT TRUST
P O BOX 751450
LAS VEGAS NV 89136-1450

79 DRDFN11 89136

RECEIVED
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Jul 11 2011 10:22 RESULTS TECH 1 913-928-8200 p.1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 JUN 30 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-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

Case: ROC-40981

12515405016
SMITH PAMELA T
7240 N MONTE CRISTO WY
LAS VEGAS NV 89131-3334

65 DROPN11 89131

RECEIVED
JUL 11 2011

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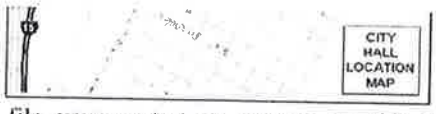

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

JUL 12 2011

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ROC-40981

12510818008
MOWAT CHARLES W & SUZANNE J
8113 BAY COLONY ST
LAS VEGAS NV 89131-6707

31-32 A

66 DRDFN11 89131

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.

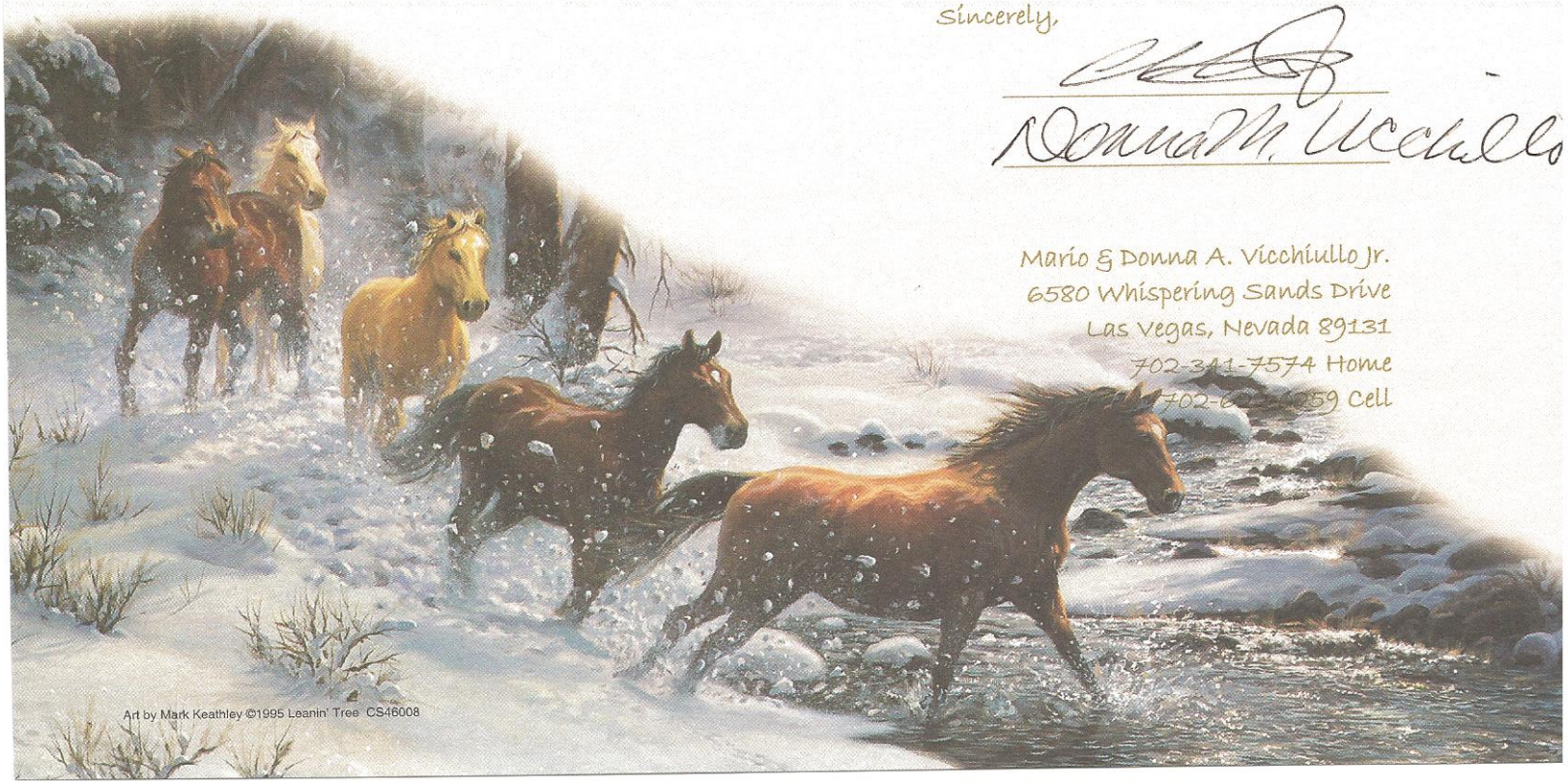
The Vicchiullo family supports the plan that New Vista was going to present to the Planning Commission on August 9, 2011, with addition of this not being classified as a homeless shelter and would like to see off-site improvements on Rainbow, as rural standards. This is very important to those of us 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.: **69.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40980 - ABEYANCE ITEM - 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	**21**	**City Council Meeting**	**56**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest/Support Postcards

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 D Guzman

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

Revised 10/27/08

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.

f:\depot\Application Packet\Application Form.pdf

Please refer to MOD-41437 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

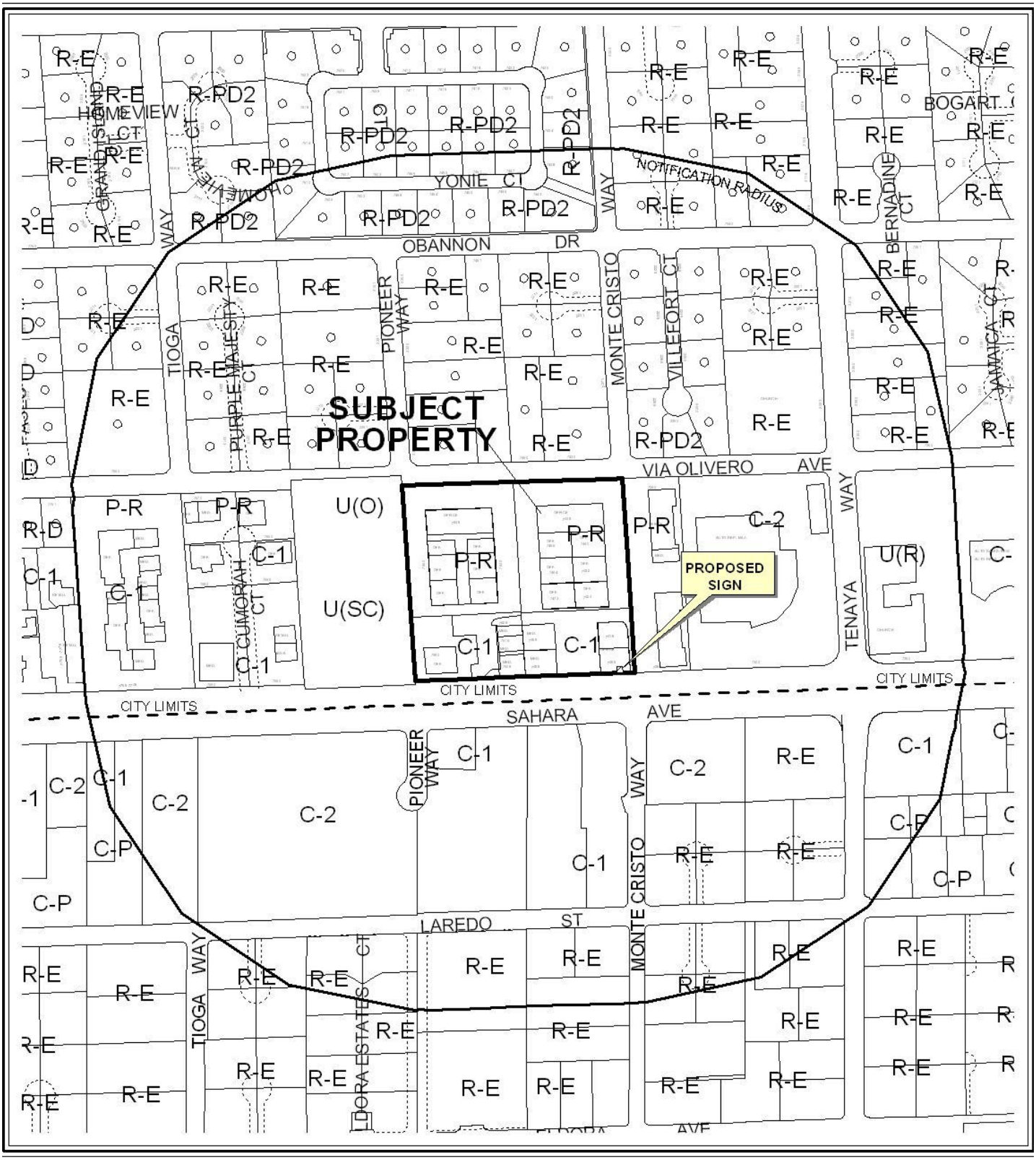
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-42233 - ABEYANCE ITEM - 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	**3**	**City Council Meeting**	**5**

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. Protest/Support Postcards
8. 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: NOVEMBER 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION

THESE ITEMS WERE HELD IN ABEYANCE FROM THE OCTOBER 19, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** 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.

YK

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 5

PROTESTS 3

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 Pres

Print Name: Ronald L. Greenwald III Pres

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* _____

*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

FOR DEPARTMENT USE ONLY

Case #	LDC-42233
Meeting Date:	6/9/11
Total Fee:	$ 350
Date Received:*	6/22/11
Received By:	

RECEIVED
JUN 22 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

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, FIO

*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, FIO

Subscribed and sworn before me

This 17th day of June, 20 11.

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
LUCILLE LAHUSEN
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:	

RECEIVED
JUN 22 2011

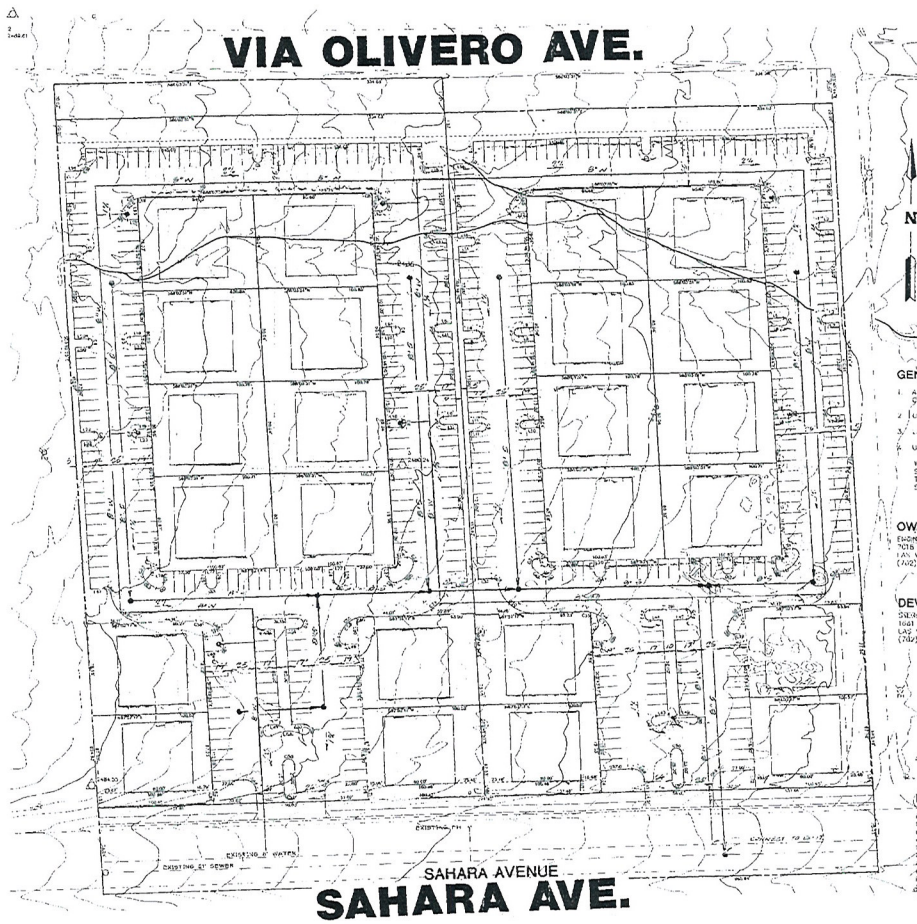
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

LINE DATA

CURVE DATA



VICINITY MAP

N

SCALE 1"=40'

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	CENTEL TELEPHONE
SOLID WASTE	SILVER STATE DISPOSAL

OWNER

ENDELL'S A SURVEYOR'S INC
1018 W CHARLESTON BLVD
LAS VEGAS, NEVADA 89117
(702) 361-4615

LEGEND

- PROPOSED SEWER MAIN
- PROPOSED WATER MAIN
- PROPOSED FIRE HYDRANT
- RATE OF GRADE & DIRECTION OF FLOW
- CONTOUR LINE

DEVELOPER

SIEBLING PARTNERS
1661 E FLAMINGO AVE SUITE 5A
LAS VEGAS, NEVADA 89119
(702) 383-5383

ZONING / DENSITY

PRESENT – PR
PROPOSED – PR
PARKING SPACES PROVIDED – 458
PARKING SPACES PER BUILDING – 19
PARKING SPACES PER 400 SQUARE FT – REQ'D
AVAILABLE/ 312 REQ'D
NUMBER OF BUILDINGS – 24
AREA OF BUILDING – 3,600 SQ FT EA
GROSS ACREAGE – 10.00±

LEGAL DESCRIPTION

BEING A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 3, T 21 S, 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 PINATA DRIVE; THENCE SOUTH 87°32'17" WEST, 665.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°32'17" WEST, 665.64 FEET; THENCE NORTH 03°32'55" WEST, 654.52 FEET; THENCE NORTH 88°35'51" EAST, 334.68 FEET; THENCE SOUTH 03°40'30" EAST, 30.22 FEET; THENCE NORTH 89°51' EAST, 334.63 ; THENCE SOUTH 03°40'44" EAST, 592.46 FEET TO THE POINT OF BEGINNING.

ESI ENGINEERS & SURVEYORS, INC.

SUBMITTED BY

TENTATIVE MAP

PROJECT

SAHARA PROFESSIONAL PARK
(A COMMERCIAL SUBDIVISION)

742-9617
BOB
NOV 90
1" = 40'

PC 12/3/90 APP cc 1/16/91 GRP (Back issued) cc 8/21/91 APP

PVR: 12-SEP-90

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VAR-42234 ROC-42233

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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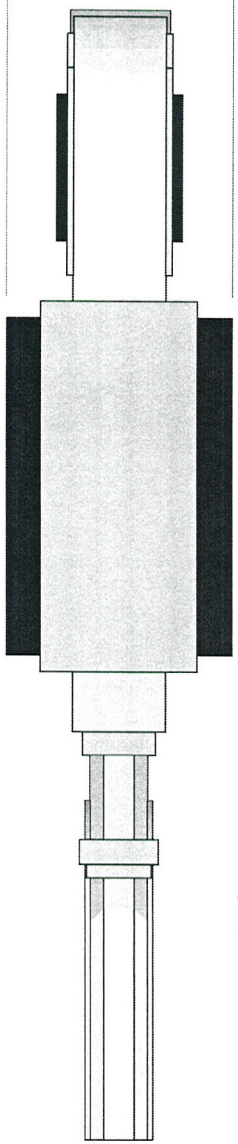
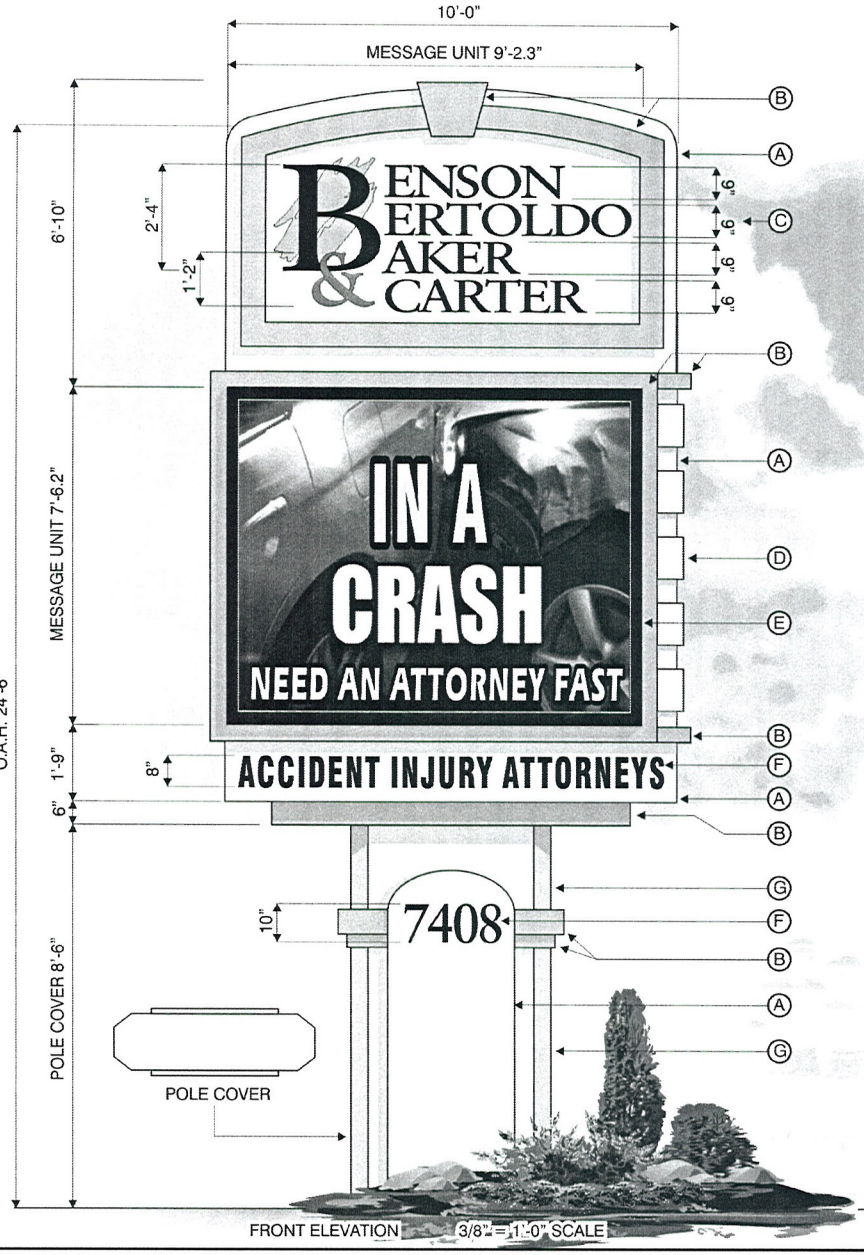
JUN 22 2011

ROC-42233

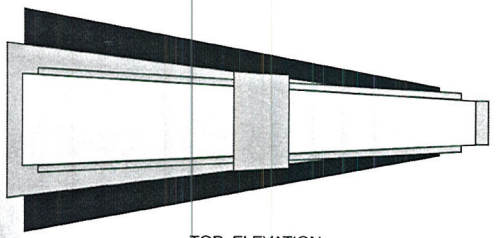
VAR-42234



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.

05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK
03/30/11 - R. BALDWIN - NO CHANGES TO THIS SHEET
03/29/11 - R. BALDWIN - NO CHANGES TO THIS SHEET
03/24/11 - R. BALDWIN - ADD OPTION TO MESSAGE UNIT
05/23/11 - R. BALDWIN - INCREASE POLE COVER & O.A.H. FROM 24'-0" TO 24'-6"

YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV. 89118
PHONE: (702) 876-8080
WWW.YESCO.COM
NV CONTRACTOR LICENSE #0074208 & #0074209

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.E.M. Serial:
Sheet: 01

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ROC-42233
VAR-42234

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

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

03/24/11 - R. BALDWIN - ADD PALM TREE NOTES / ADD SET BACK NOTES
03/29/11 - R. BALDWIN - NO CHANGES TO THIS SHEET
03/30/11 - R. BALDWIN - ADD NOTE INFO. ABOUT SHEET 5 ON BOTTOM PHOTO
05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK
05/23/11 - R. BALDWIN - INC...

YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE (702) 876-8080
WWW.YESCO.COM
NV CONTRACTOR LICENSE #0044229 S #0044290

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: 02

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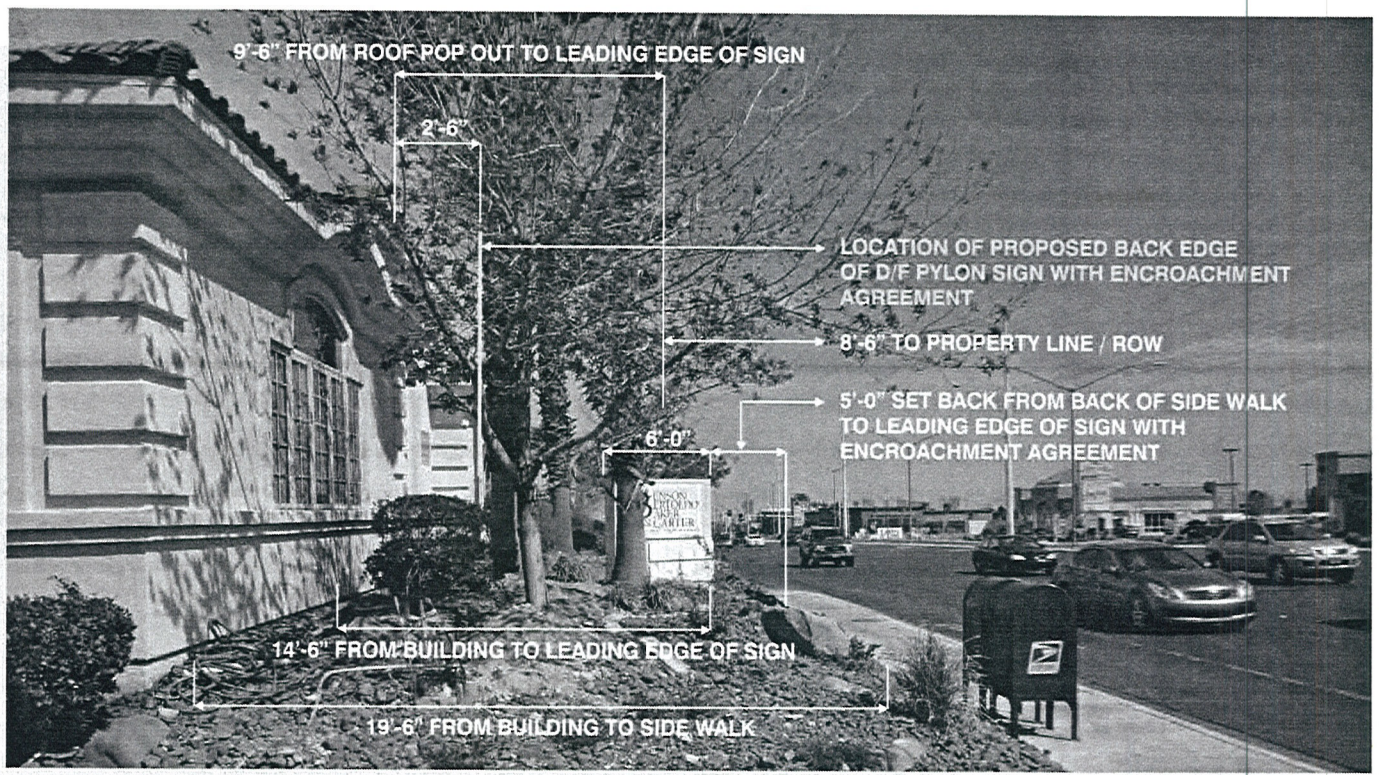
JUN 22 2011

ROC-42233
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

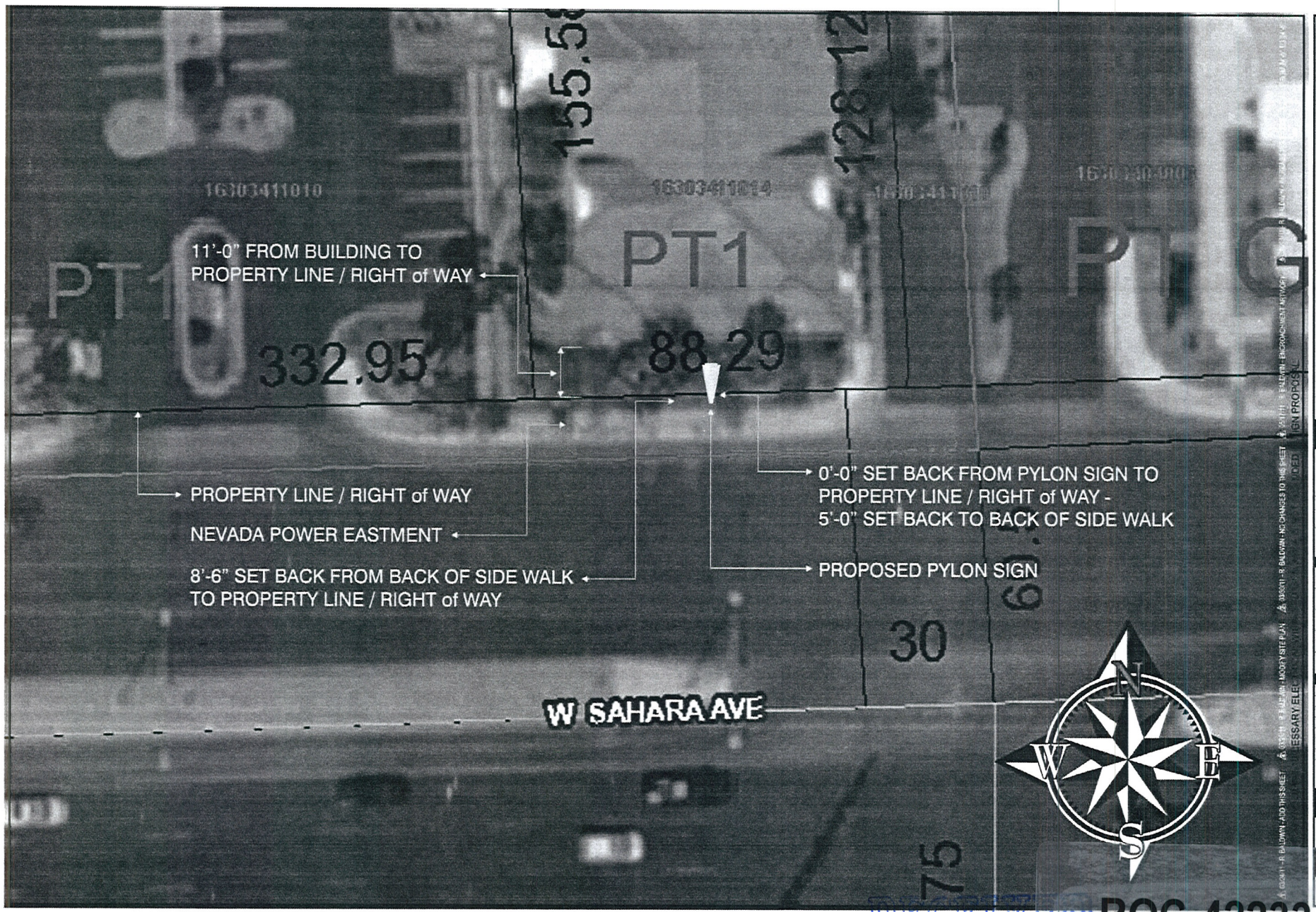
Reference Design:

O.E.M. Serial:

Sheet:
03

RECEIVED
JUN 22 2011

ROC-42233
VAR-42234



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

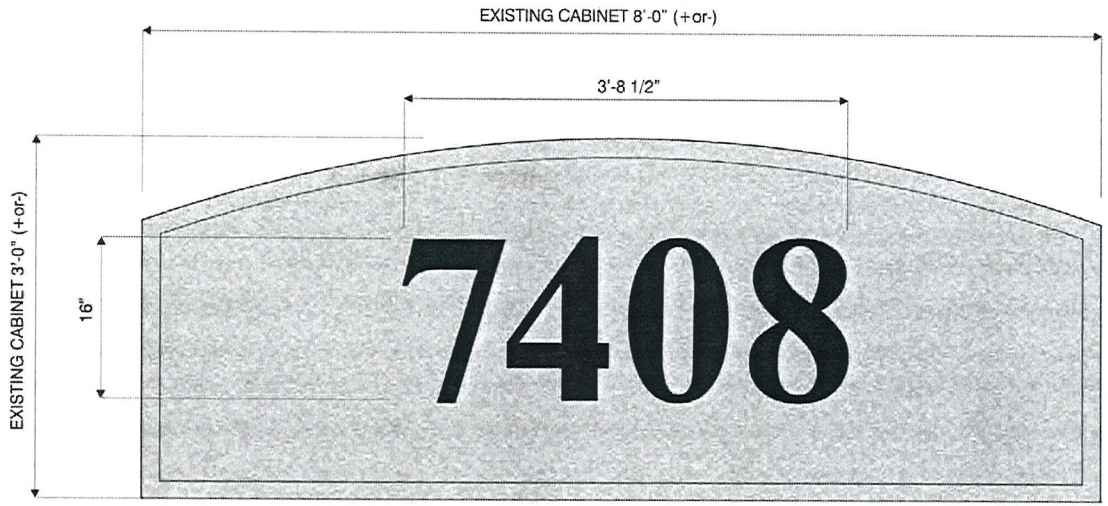
Reference Design:

O.E.M. Serial:

Sheet:
04

RECEIVED
JUN 22 2011

ROC-42233
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.

05/23/11 - R. BALDWIN - NO CHANGE TO THIS SHEET
05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK
03/30/11 - R. BALDWIN - ADD THIS SHEET

YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE: (702) 876-6060
WWW.YESCO.COM
NV CONTRACTOR LICENSE #0013295 #0078396

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

RECEIVED
JUN 27 2011

ROC-42233
VAR-42234

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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ROC-42233

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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JUN 22 2011

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

RECEIVED
JUN 22 2011
ROC-42233

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

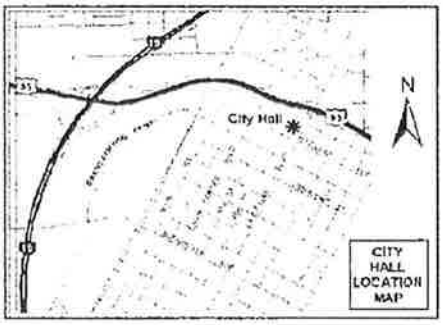
Rich Hinshaw

VAR-42234

ROC-42233

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234
City Council Meeting of 10/19/2011

RECEIVED
CITY CLERK
2011 OCT 10 A 7:27

SAHARA PROPERTIES L L C
7901 OBANNON DR
LAS VEGAS NV 89117-1979

APN#16303404003

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 06 2011
MAILED FROM ZIP CODE 89101

CITY CLERK
2011 OCT 12 P 12:24

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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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ROC-42233 & VAR-42234
City Council Meeting of 10/19/2011

ELLSWORTH PAULA
7372 LAREDO ST
LAS VEGAS NV 89117-2908

APN#16310104008

18 HRDCM11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ROC-42233 & VAR-42234
City Council Meeting of 10/19/2011

MACDONALD MICHAEL A
RAMIREZ NORMA M
7465 LAREDO ST
LAS VEGAS NV 89117-2930

APN#16310106002

18 HRDCM11 89117

86-87/1

10/11/2011 TUE 07:50 [TX/RX NO 5387] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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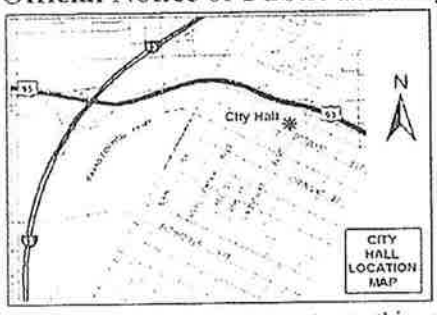
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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City Council Meeting of 10/19/2011

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STERLING PARK WEST OWNERS
%MDL GROUP
%D CIELIESZ
3065 S JONES BLVD #201
LAS VEGAS NV 89146-6780
APN#16303412012

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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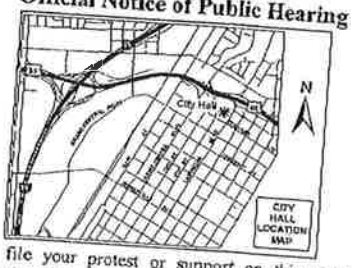

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
ROC-42233 & VAR-42234
City Council Meeting of 10/19/2011

10/19/2011 ROC-42233 & VAR-42234
Mr. Roger Freeman
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

18 HRDGN11 89117

10/11/2011 TUE 10:24 [TX/RX NO 5389] 001

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400 Stewart Avenue
Las Vegas, Nevada 89101

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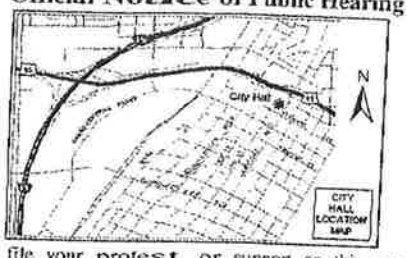
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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ROC-42233 & VAR-42234

City Council Meeting of 10/19/2011

SUPERIOR ENGINEERING SERVICES
7464 W SAHARA AVE
LAS VEGAS NV 89117-2740

APN#16303411011

18 HRDCRN11 89117

10/11/2011 TUE 10:26 [TX/RX NO 5390] 001

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FAX No.
OCT/18/2011/TUE 10:20 AM
10/18/2011 TUE 09 01 [TX/RX NO 6433] 001

CITY CLERK

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234
City Council Meeting of 10/19/2011

WILKINS FAMILY TRUST
WILKINS EDGAR A & SARA TRS
%D BUTCHER ASSOCIATES
1690 W SHAW #220
FRESNO CA 93711-3519
APN#:16303411003

2 HRDGN11 93711

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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.

ROC-42233 & VAR-42234
City Council Meeting of 10/19/2011

SANTORA TIMOTHY R
ADAMSKI GARY E
2135 S TENAYA WY
LAS VEGAS NV 89117-2008

APN#16303306011

18 HRDCN11 89117

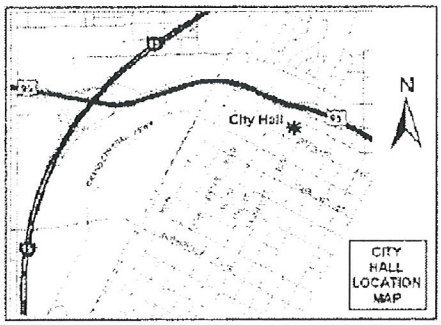
p.1
1-702-804-8854
Gary Adams Interiors
Oct 08 11 11:51a

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

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ROC-42233 & VAR-42234

Planning Commission Meeting of 8/9/2011

Case: ROC-42233

16303404003
SAHARA PROPERTIES L L C
7901 OBANNON DR
LAS VEGAS NV 89117-1979 89117-1979

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Jul 29 11 06:00p Dave Fields 702-360-8263 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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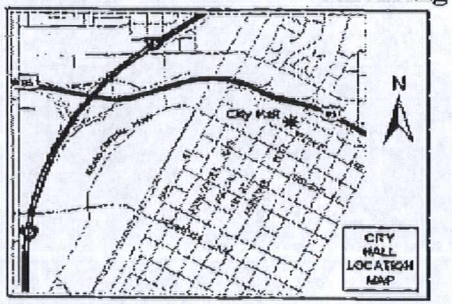

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ROC-42233 & VAR-42234
Planning Commission Meeting of 8/9/2011

SIGNS MUST STAY CONSISTENT

27 FRDFN11 89104

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Ford Country
Gary Ackerman -

Case: ROC-42233
16303805002
SILVER STATE FORD
2121 E SAHARA AVE
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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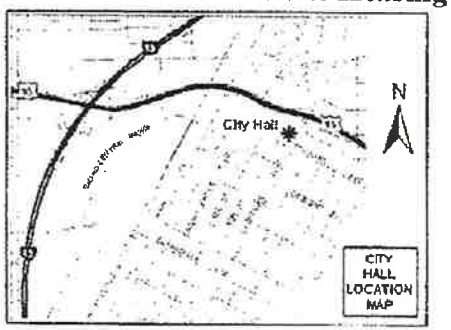
Official Notice of Public Hearing



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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

Case: ROC-42233

16303306017
D & K TRUST
ULITCHNY DANIEL M & KRISTINE Z
7380 O'BANNON DR
LAS VEGAS NV 89117-2012 89117-2012

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AUG - 1 2011

30-31 P

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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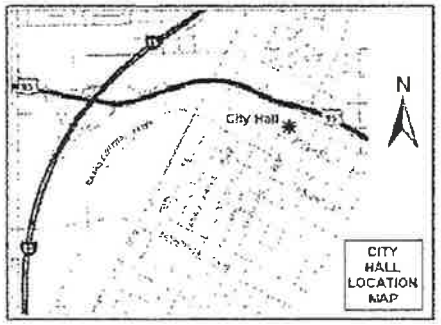
Official Notice of Public Hearing



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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

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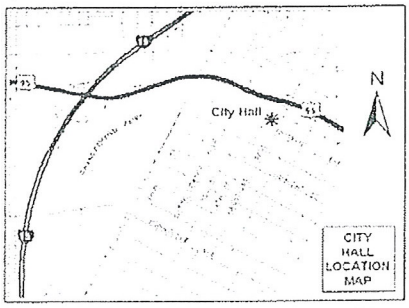
AUG 2 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ROC-42233
16303403001
WILLIAMS ANTHONY J & ANNA
7451 O BANNON DR
LAS VEGAS NV 89117-2035 89117-2035

30-31 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ROC-42233 & VAR-42234
Planning Commission Meeting of 8/9/2011

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JUL 29 2011
BY:

Case: ROC-42233
16303412012
STERLING PARK WEST OWNERS ASSOC
%MDL GROUP
%D CIELIESZ
3065 S JONES BLVD #201
LAS VEGAS NV 89146-6780 89146-6780

RECEIVED
AUG - 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

30-31
A

06:42:05 08-01-2011 1/1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 28 2011
MAILED FROM ZIPCODE 89101

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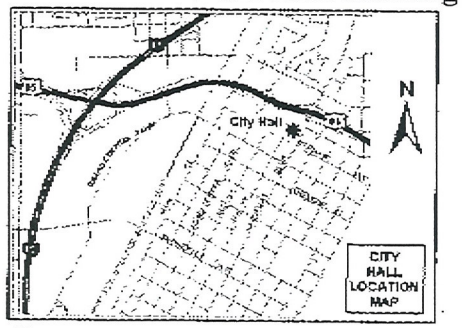

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234
Planning Commission Meeting of 8/9/2011

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CITY OF LAS V
PLANNING & DE

Case: ROC-42233
16303411011
SUPERIOR ENGINEERING SERVICES
7464 W SAHARA AVE
LAS VEGAS NV 89117-2740 89117-2740

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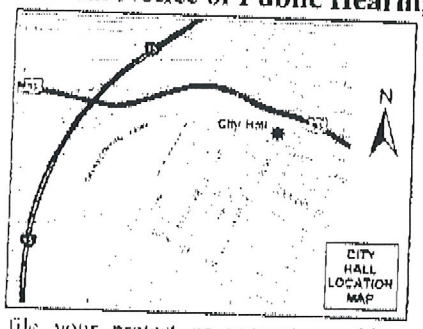
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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

16303411013 Case: ROC-42233
SPARKS INVESTMENTS L L C
7424 W SAHARA AVE
LAS VEGAS NV 89117-2740 89117-2740

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30-31
A

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-42234 - ABEYANCE ITEM - 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.

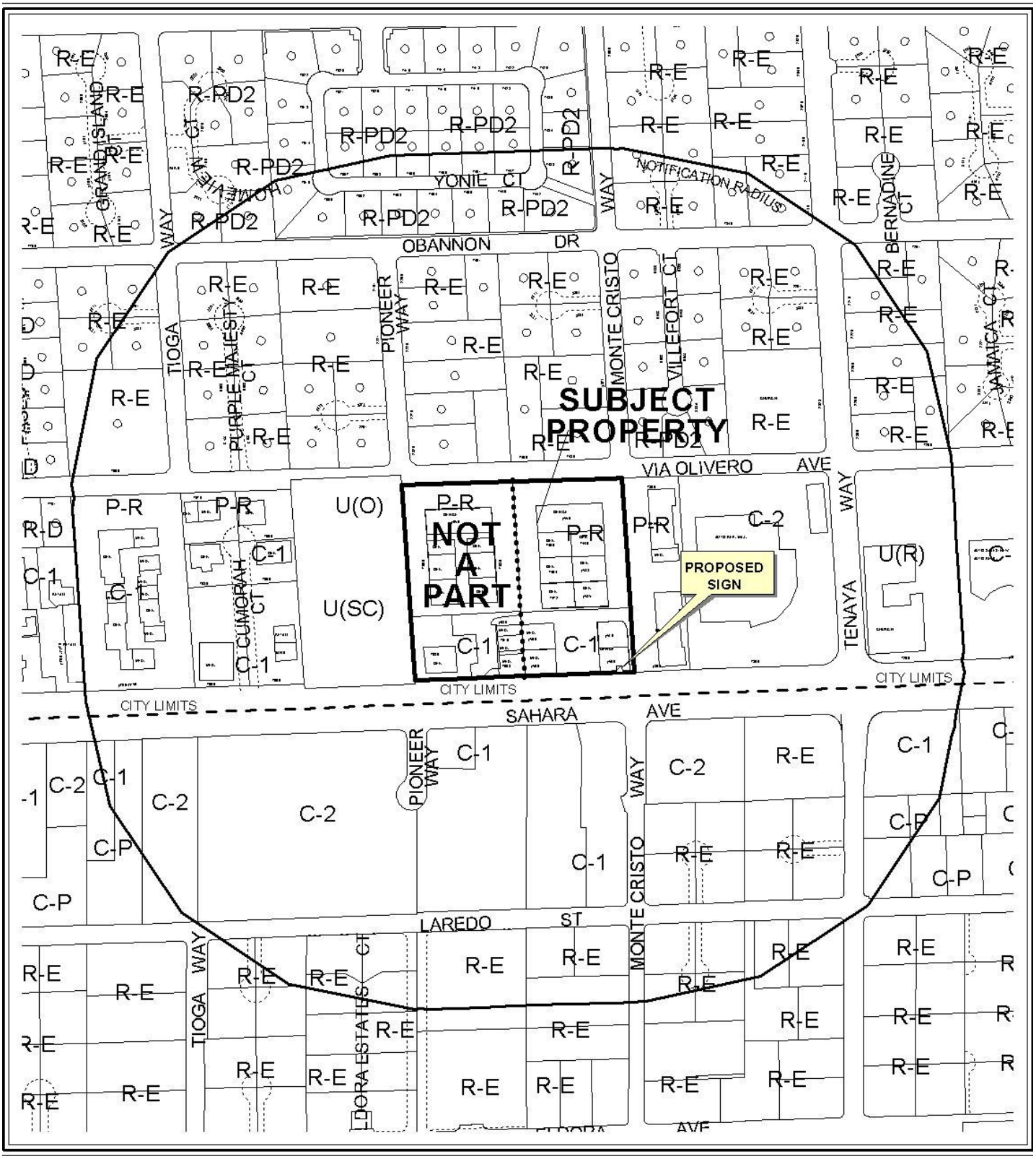
MAY GO TO CITY COUNCIL ON 10/19/2011
OR MAY BE FINAL ACTION (Unless Appealed Within 10 Days)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**3**	**City Council Meeting**	**5**

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
6. Protest/Support Postcards

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

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

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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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

Please refer to ROC-42233 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

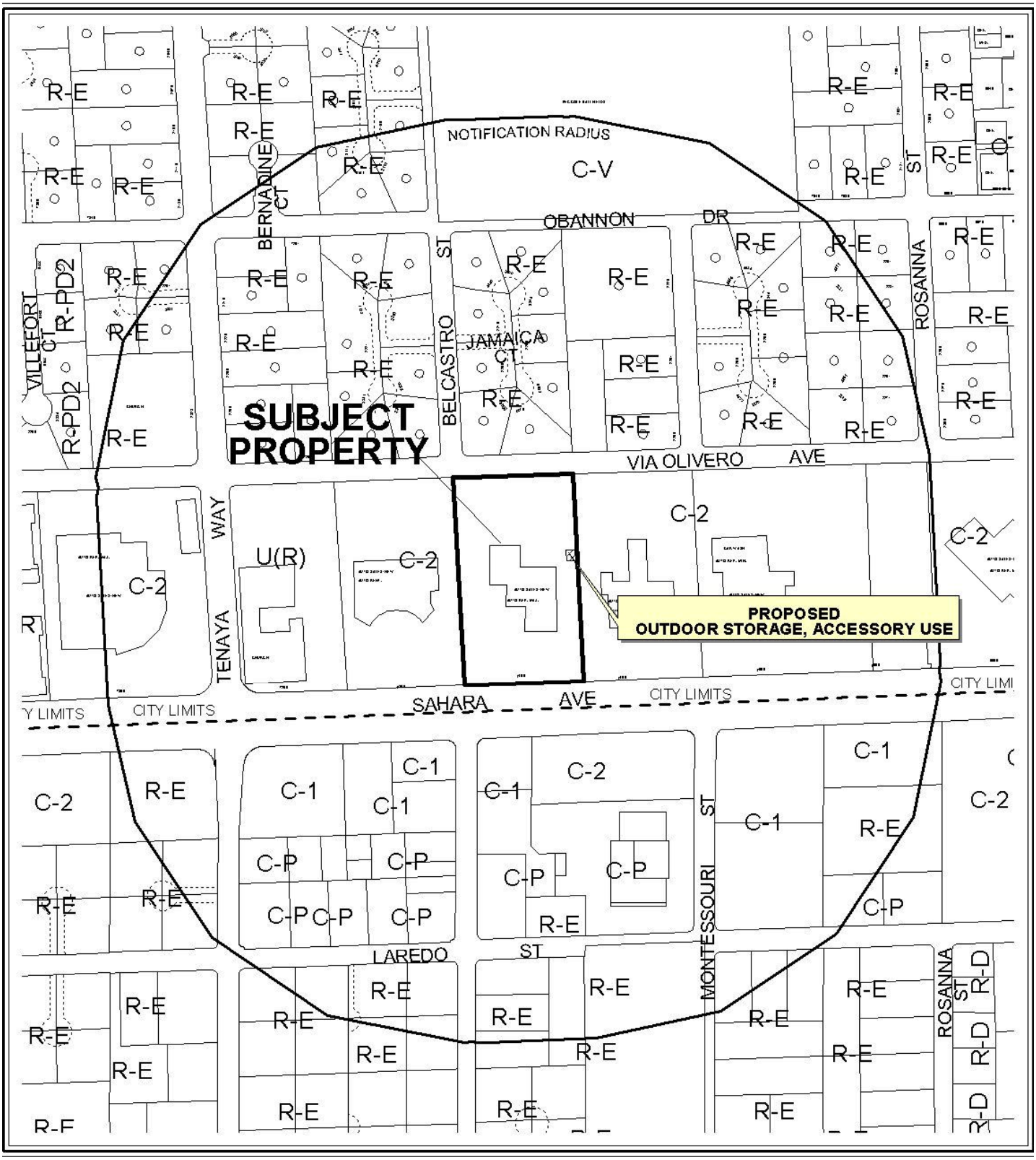
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42678 - ABEYANCE ITEM - 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	**1**	**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. Protest Postcard
7. 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)

CASE: **SUP-42678**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (General Commercial)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: PLANET HYUNDAI - OWNER: TCP REAL PROPERTY LP

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 19, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** 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 **

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 1

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

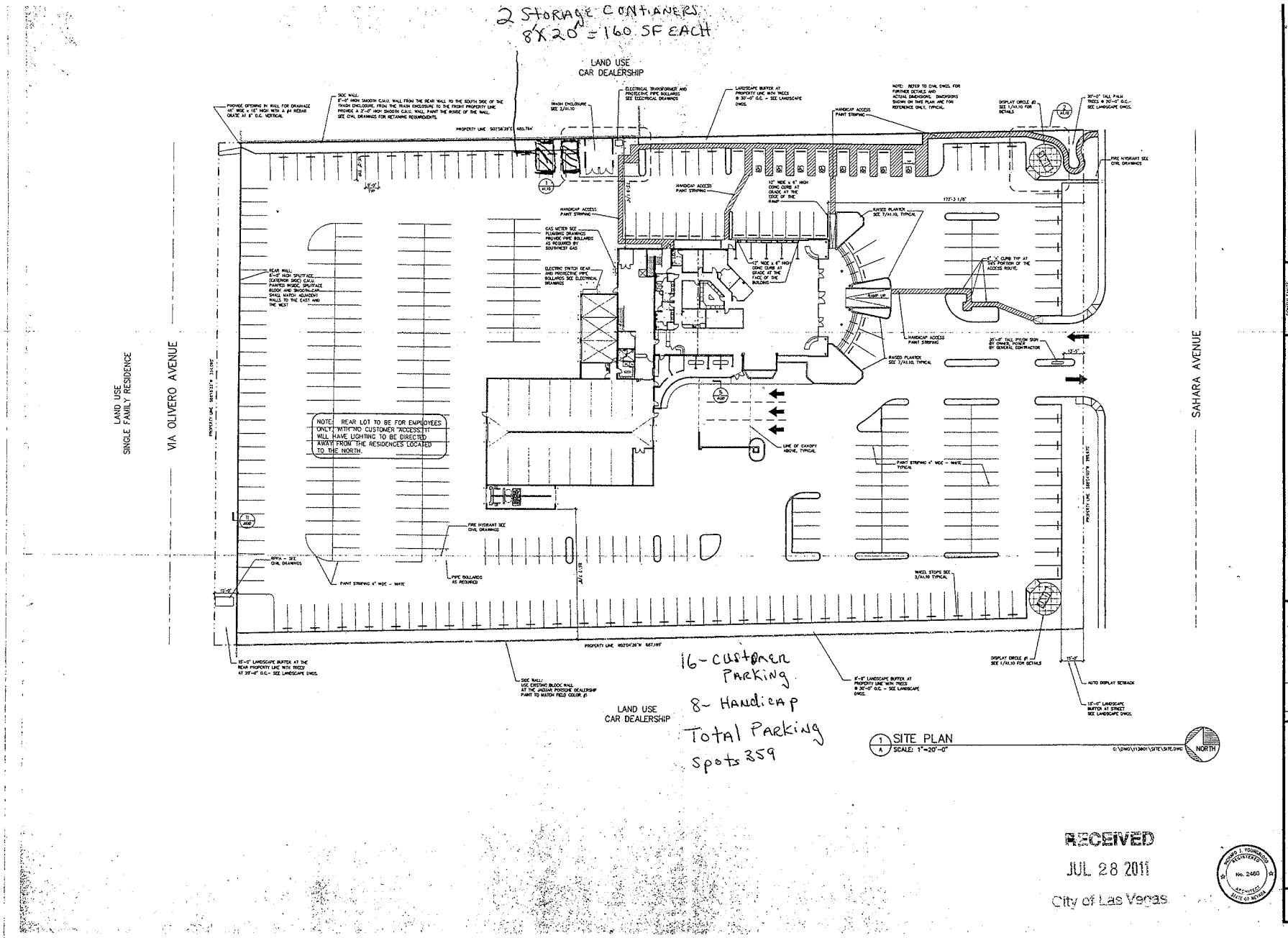
FOR DEPARTMENT USE ONLY

Case #	SUP-42678
Meeting Date:	9/13/11
Total Fee:	$1,030
Date Received:*	7/28/11
Received By:	BMS

RECEIVED
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.

Revised 10/27/08



RECEIVED
JUL 28 2011
City of Las Vegas

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	

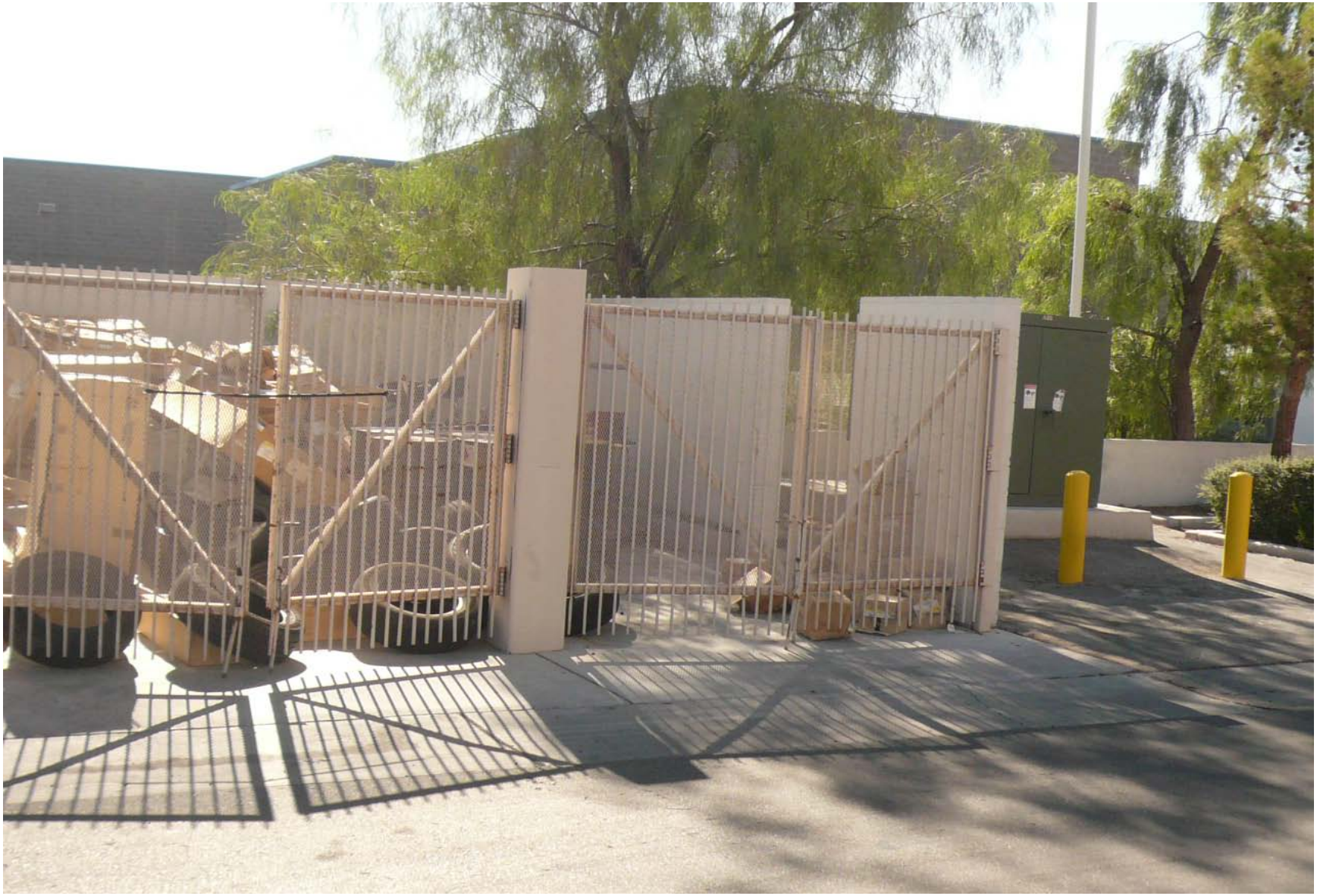
SITE PLAN

A1.00

SUP-42678

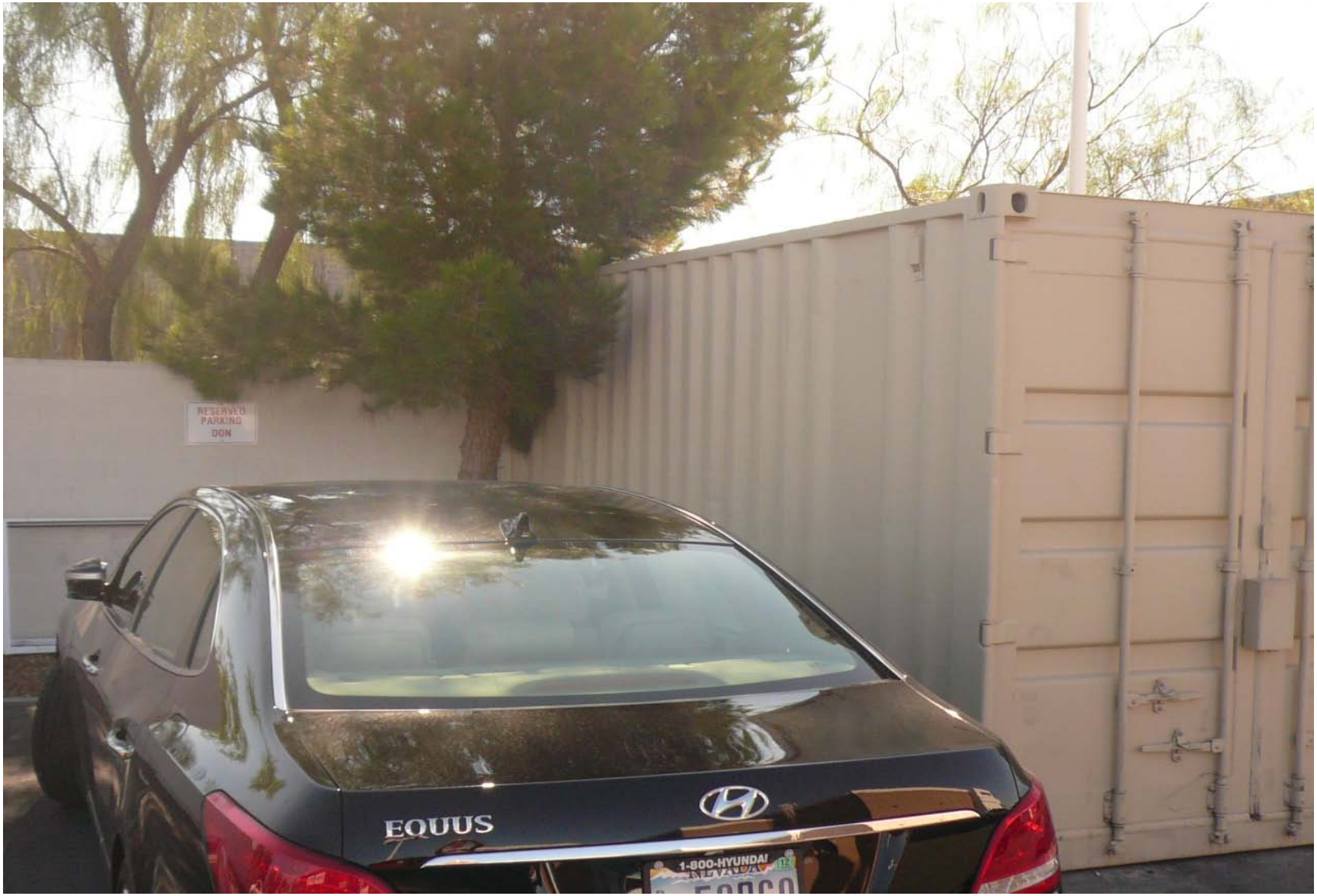
SUP-42678 - APPLICANT: PLANET HYUNDAI - OWNER: TCP REAL PROPERTY, LP
7150 WEST SAHARA AVENUE

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

RECEIVED
JUL 28 2011
City of Las Vegas

SUP-42678

EAST View

RECEIVED
JUL 28 2011
City of Las Vegas

SUP-42678

SUP-42678

EAST View

RECEIVED
JUL 28 2011
City of Las Vegas

NORTH VIEW

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JUL 2021
City of Las Vegas

SUP-42678

EAST View

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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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City of Las Vegas

SUP-42678

7150 West Sahara • Las Vegas, NV 89117 • Phone 702-938-1400 • Fax 702-938-1417

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 06 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

CITY CLERK

2011 OCT 12 P 12:24

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42678
City Council Meeting of 10/19/2011

DICESARE ANTHONY C & KERRY
2100 BERNADINE CT
LAS VEGAS NV 89117-1223

APN#16303715003

19 HRDCSN11 89117

13/1

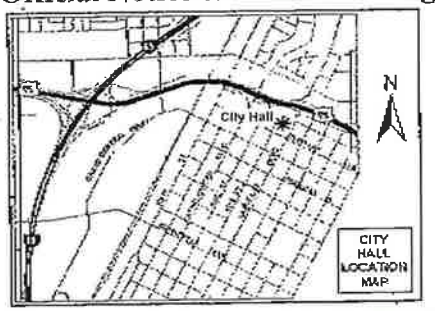
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

No. 4335 P. 1

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.

ALL CAR DEALERS WE WANT THE SAME THING!!

SUP-42678

Planning Commission Meeting of 9/13/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279218 SEP 01 2011
MAILED FROM ZIPCODE 89101

Gary Ackerman

Case: SUP-42678

16303805002
SILVER STATE FORD
2121 E SAHARA AVE
LAS VEGAS NV 89104-4117 89104-4117

RECEIVED
SEP - 7 2011

Sep. 7. 2011 6:07AM

28 of 28

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-43243 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: FL SMITH, LLC - OWNER: FORT APACHE COMMONS LTD, LLC - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-16911) TO DELETE CONDITION #3 THAT STATES "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATION AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 1101 South Fort Apache Road (APN 163-05-110-006), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

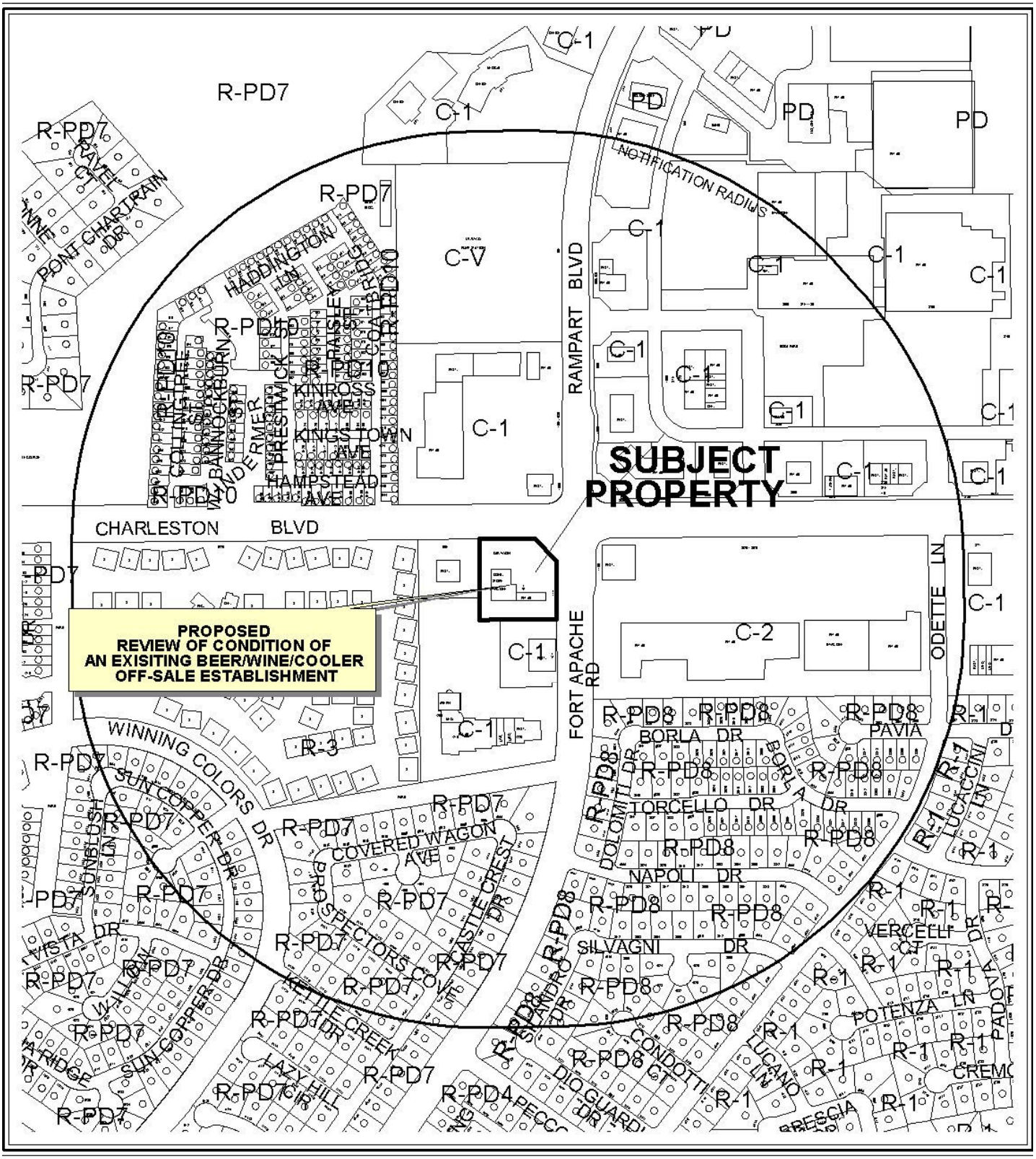
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-16911
5. Justification Letter



CASE: **ROC-43243**

RADIUS: 1500 FT

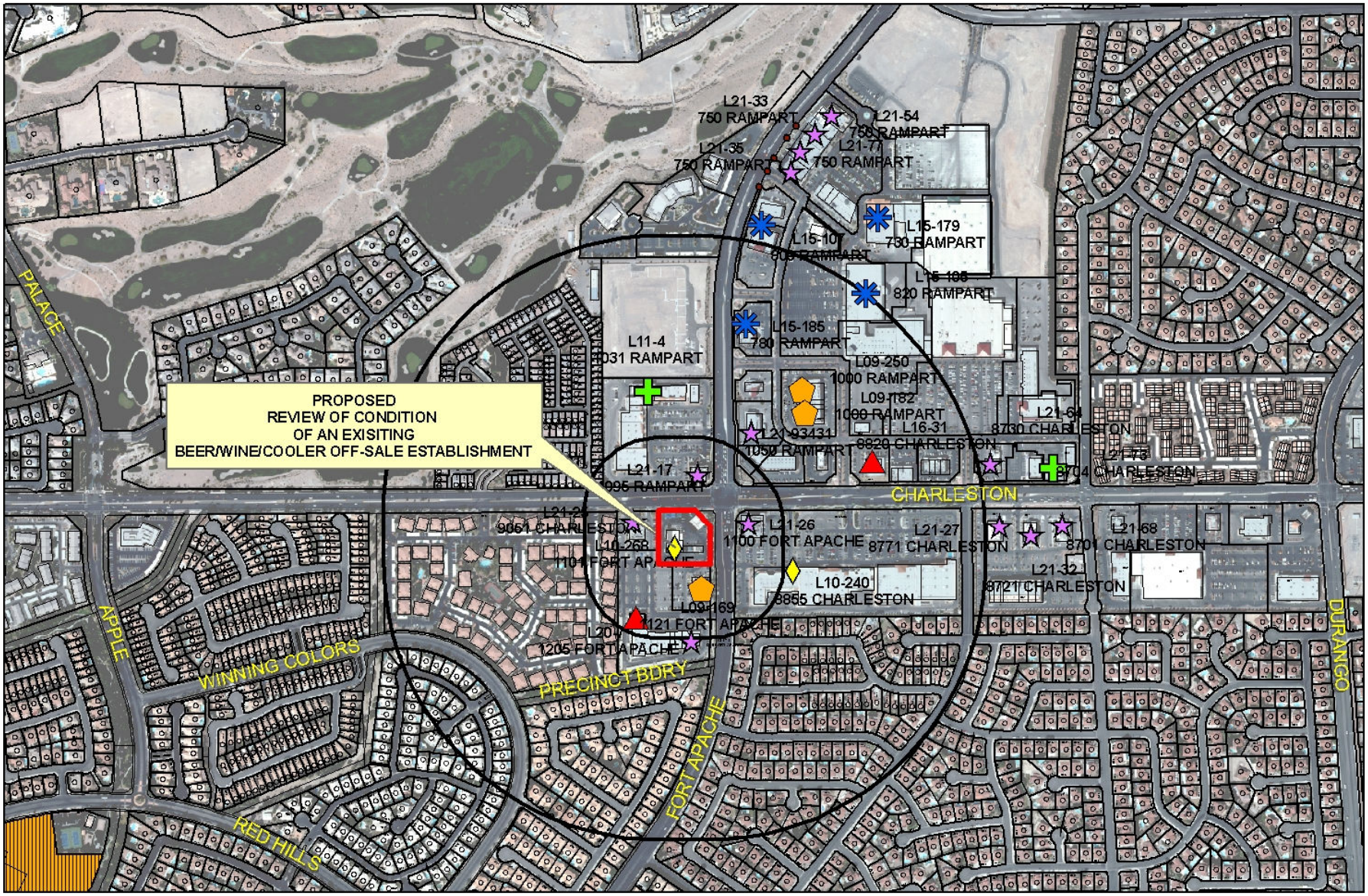
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

CASE: **ROC-43243**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



ROC-43243

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 & 1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FL SMITH, LLC - OWNER: FORT APACHE COMMONS LTD, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-43243	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

ROC-43243 CONDITIONS

Planning

1. Condition #3 of Special Use Permit (SUP-16911) shall be deleted.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-16911) 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 Car Wash and Convenience Store with previous approval for beer/wine/cooler off-sale at 1101 South Fort Apache Road. The applicant is requesting a Review of Condition of the Special Use Permit (SUP-16911) to delete condition #3, thereby allowing the sale of individual containers of beer, wine coolers and screw cap wine. The business has the appropriate licenses and has experience no major licensing violations. There are no protected uses within the 400-foot distance separation as required by Title 19.12, but there are four (4) similar type uses (one (1) beer/wine/cooler on-off sale, one (1) beer/wine/cooler off-sale, and two (2) package liquor sales) within 1,500 feet of the subject site, two with no restrictions for the sale of individual containers of beer, wine coolers or screw cap wine.

As there have been no negative police calls for service directly related to the business and there are no protected uses within 400 feet of the subject site, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/12/98	The City Council approved a request for a Special Use Permit (U-0122-97) for a proposed full-service car wash with auto detailing, gasoline sales and minor automotive repairs on property located at the southwest corner of Charleston Boulevard and Fort Apache Road. The Planning Commission recommended approval.
01/25/99	The City Council approved a request for a Special Use Permit (U-0144-98) for a general business-related gaming establishment for four (4) slot machines in conjunction with an existing 8,200 square-foot car wash at 1101 South Fort Apache Road. The Planning Commission recommended approval.
02/05/03	The City Council approved a request for a Site Development Plan Review (SDR-1318) for a proposed retail addition to the Fort Apache Commons shopping center on a portion of 8.76 acres located at the southwest corner of Charleston Boulevard and Fort Apache Road. The Planning Commission and staff recommended approval.
04/16/03	The City Council approved a request for a Master Sign Plan (MSP-1717) for an approved 58,040 square-foot retail shopping center adjacent to the west side of Fort Apache Road, approximately 600 feet south of Charleston Boulevard. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/19/06	The Planning Commission approved a request for a Site Development Plan Review (SDR-16500) for a 580 square-foot restaurant addition to an existing service station (without incidental auto repair) at 1101 South Fort Apache Road. Staff recommended approval.
12/06/06	The City Council approved a request for a Special Use Permit (SUP-16911) for a beer/wine/cooler off-sale establishment at 1101 South Fort Apache Road. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
04/26/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/24/99	A business license (C20-01887) was issued for Convention Hall Tax at 1101 South Fort Apache Road. The license is still active.
02/24/99	A business license (G01-01888) was issued for Restricted Gaming at 1101 South Fort Apache Road. The license is still active.
12/12/00	A business license (C05-02072) was issued for Tobacco Sales at 1101 South Fort Apache Road. The license is still active.
08/07/02	A business license (G02-00548) was issued for a Smog Check Station at 1101 South Fort Apache Road. The license is still active.
06/02/05	A business license (C02-00185) was issued for a Car Wash at 1101 South Fort Apache Road. The license is still active.
06/25/07	A business license (L10-00268) was issued for Beer/Wine/Cooler Off-Sale Establishment at 1101 South Fort Apache Road. The license is still active.
09/17/08	A business license (R05-00598) was issued for a Restaurant at 1101 South Fort Apache Road. The license is still active.
12/12/08	A business license (C15-00353) was issued for a Convenience Store at 1101 South Fort Apache Road. The license is still active.
There have been no recent building permits issued for the subject site.	

Pre-Application Meeting	
09/14/11	Staff met with the applicant to discuss the submittal requirements for a Review of Condition of a previously approved Special Use Permit (SUP-16911) to allow the sale of individual containers or beer, wine coolers and/or screw cap wine at 1101 South Fort Apache Road.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/22/11	Staff conducted a field inspection of the subject site with the following observations: • The area surrounding the business was neat and clean in appearance with no trash or debris. • Signage at the site did appear to exceed the permitted coverage in accordance with Title 19 requirements.

Details of Application Request	
Site Area	
Gross Acres	1.86

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-2 (General Commercial)
West	Multi-Family Residences	M (Medium Density Residential)	R-3 (Medium Density Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Peccole Ranch	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
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-16911) to delete condition #3 that states, "The sale of individual containers of any size beer, wine cooler or screw cap wine is prohibited. All such products shall remain in their original configuration as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted" at 1101 South Fort Apache Road. The business has the appropriate licenses and has experience no major licensing violations. There are no protected uses within the 400-foot distance separation as required by Title 19.12, but there are four (4) similar type uses (one (1) beer/wine/cooler on-off sale, one (1) beer/wine/cooler off-sale, and two (2) package liquor sales) within 1,500 feet of the subject site, two with no restrictions for the sale of individual containers of beer, wine coolers or screw cap wine. The property has received 39 calls for service for the Las Vegas Metropolitan Police Department within the last year, though none are directly related to the operations of the business.

FINDINGS

Though there are numerous calls for service to the subject site, the calls are not directly related to the operation of the business nor are they related to the sale of alcohol. As there are no protected uses within 400 feet of the subject site, staff is recommending approval of this request. Conformance to the conditions of approval of the Special Use Permit (SUP-16911) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 476 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-43243** APN: 163-05-110-006

Name of Property Owner: Fort Apache Commons LTD LLC

Name of Applicant: FL Smith LLC (Fabulous Freddy's)

Name of Representative: Jeff Warnick

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: William B. Bayne

Subscribed and sworn before me

This 14th day of September, 2011

Deborah M. West

Notary Public in and for said County and State

DEBORAH M. WEST
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 12-21-14
Certificate No: 89-2009-1

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City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REVIEW OF CONDITION – SUP-16911

Project Address (Location) 1101 SOUTH FT. APACHE RD, LAS VEGAS, NV 89117

Project Name FABULOUS FREDDY'S **Proposed Use** SAME

Assessor's Parcel #(s) 163-05-110-006 **Ward #** 2

General Plan: existing SC proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER FORT APACHE COMMONS LTD, LLC **Contact** BILLY BAYNE

Address 851 S. RAMPART RD #105 **Phone:** 933-1111 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89145

E-mail Address _____

APPLICANT FL SMITH LLC (FABULOUS FREDDY'S) **Contact** JEFF WARNICK

Address 4350 So. DURANGO DR. **Phone:** (702) 933-5374 **Fax:** (702) 933-5375

City LAS VEGAS **State** NV **Zip** 89147

E-mail Address jeff@fabfred.com

REPRESENTATIVE SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name William B. Bayne

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SEP 15 2011
City of Las Vegas

Subscribed and sworn before me

This 14th day of September 20 11

Deborah M. West

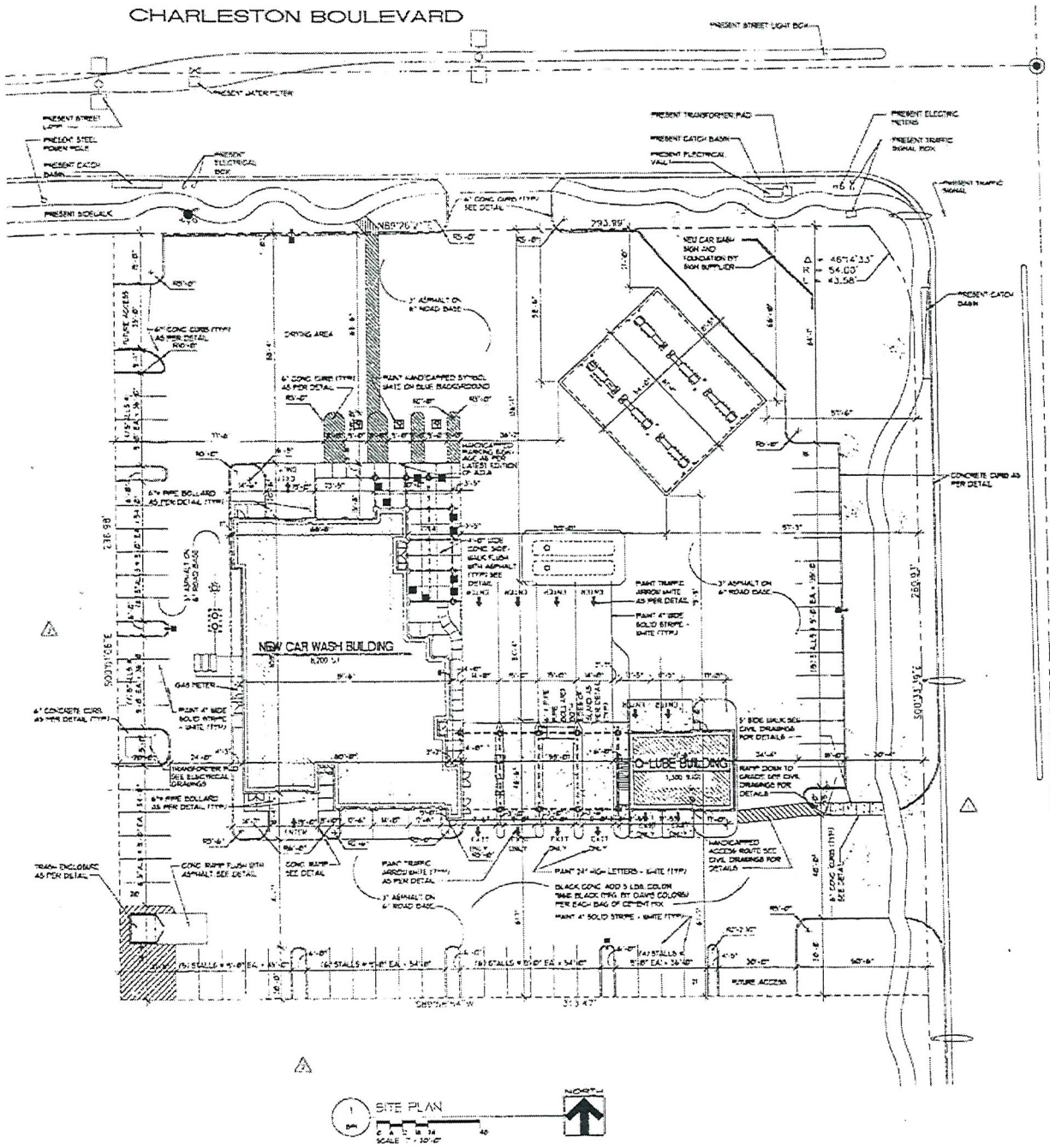
Notary Public in and for said County and State

DEBORAH M. WEST
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 12-21-14
Certificate No: 89-2009-1

FOR DEPARTMENT USE ONLY

Case #	ZC-43243
Meeting Date:	11/2/11 PC
Total Fee:	1,085—
Date Accepted:	9/15/11
Accepted By:	BS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.



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City of Las Vegas

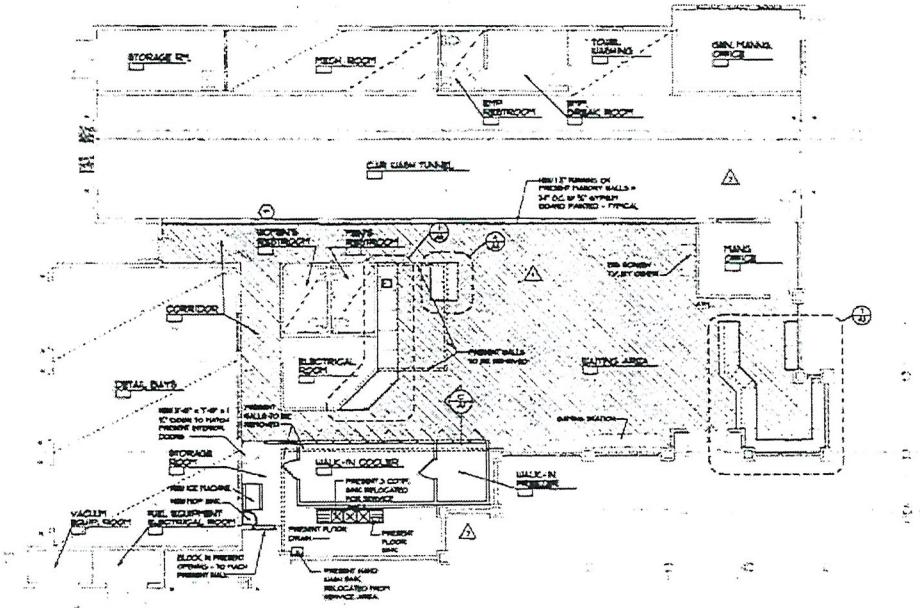
ROC-43243

LYNN F. MORGAN A
ARCHITECT / PLANNER / CONSULT
143 WEST 1450 SOUTH, SALT LAKE CITY, U

FABULOUS FREDDY'S CAR WASH
APPROX. CHARLESTON BLVD. AND FORT APACHE ROAD
LAS VEGAS, NEVADA

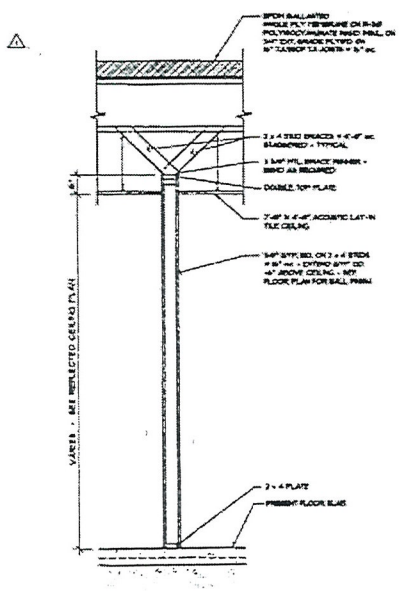
SITE PLAN

DRAWIN
AS



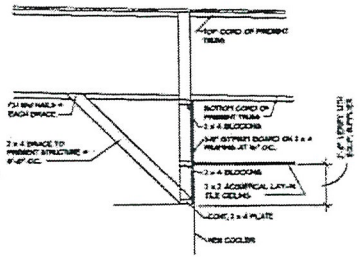
A MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"



B DETAIL

SCALE: 3/4" = 1'-0"



C DETAIL

SCALE: 3/4"

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City of Las Vegas

ROC-43243

PROJECT NUMBER

REVISIONS

SHEET TITLE: FLOOR PLAN

PROJECT/OWNER: ABULOUB FREDDY'S CAR WASH
CHARLESTON BLVD. & FORT APACHE RD
LAS VEGAS, NEVADA
FRED SMITH
1901 SKI SLOPE DR. LAS VEGAS

ARCHITECT: RUSS NAYOLA ARCHITECT
1155 EAST WILMINGTON AVENUE SUITE 150
SALT LAKE CITY, UTAH 84106 (801) 487-3350

DATE: SEPT. 4, 2003

SHEET NUMBER: A1

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

December 7, 2006

Mr. Shawn Huggins
528 South Casino Center, Suite #203
Las Vegas, Nevada 89101

RE: SUP-16911 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF DECEMBER 6, 2006

Dear Mr. Huggins:

The City Council at a regular meeting held December 6, 2006 APPROVED the request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 1101 South Fort Apache Road (APN 163-05-110-006), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 7, 2006. This approval is subject to:

Planning and Development

1. 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.

2. Approval of this Special Use Permit does not constitute approval of a liquor license.

3. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, strobe lights or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

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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City of Las Vegas

ROC-43243

6. 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
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Shawn Huggins
FL Smith LLC
10091 Park Run, Suite #110
Las Vegas, Nevada 89145

Mr. Larry Millar
Fort Apache Commons LTD, LLC
851 South Rampart Boulevard, Suite #220
Las Vegas, Nevada 89145

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City of Las Vegas

ROC-43243

FABULOUS FREDDY'S

4350 S. Durango Drive, Suite 100 • Las Vegas, Nevada 89147
P: (702) 933-5374 • F: (702) 933-5379

August 29, 2011

RE: Case #103079

To Whom It May Concern:

This letter is to respectfully request a review of a condition on our special use permit attached to our Fabulous Freddy's location at 1101 South Ft. Apache Road in the City of Las Vegas. Specifically condition #3 of special use permit SUP-16911 prohibits the sale of individual containers of any size of beer, wine coolers or screw cap wine. We request that this condition be removed so that we are allowed to sale these types of products to our customers who demand that we carry them. Most every convenience store in Las Vegas is selling these types of containers and prohibiting us from being able to sell individual containers of beer or wine would significantly impact our business in a negative way.

We look forward to meeting with you to resolve this issue in a timely manner.

Sincerely,

Fred Smith
Owner/CEO

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City of Las Vegas
ROC-43243

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 2, 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.: **75.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 2, 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.: **76.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 2, 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