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.

December 7, 2011

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

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

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

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

DUPLICATE AUDIO CDS AND DUPLICATE AUDIO/VIDEO DVDS 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 – STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF CHARLIE DESIDERIO'S WORK IN THE COMMUNITY

DRAFT

8. RECOGNITION OF THE MAYOR'S CUP SOCCER TOURNAMENT WINNERS

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

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

BUSINESS ITEMS

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Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

11. For possible action to approve the Final Minutes by reference of the regular City Council meeting of November 16, 2011

CONSENT AGENDA

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

BUILDING AND SAFETY - CONSENT

12. For possible action to approve an encroachment request from Young Electric Sign Company on behalf of Benson and Bertoldo, LLC, owner (7408 West Sahara Avenue) - Ward 1 (Tarkanian)

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

14. For possible action to approve award of Bid No. 09.15341.21-DC, Energy Audit Improvements located at the Development Services Center, 333 North Rancho Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: CORE CONSTRUCTION SERVICES OF NEVADA, INC. ($3,085,000 - Various Funds) - Ward 5 (Barlow)

15. For possible action to approve award of the Third Amendment to Agreement No. 050116-DD, Engineering Design Services Agreement for Bonanza Trail Improvements - Phase 2 located at Rainbow Boulevard, west along Westcliff Drive and north along the east side of Tenaya Way to Summerlin Parkway - Department of Public Works - Award recommended to: KIMLEY-HORN AND ASSOCIATES, INC. ($86,467 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

16. For possible action to approve award of Agreement No. 120041-CB, Use Agreement for Water Treatment Chemicals for the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: KEMIRA WATER SOLUTIONS ($2,500,000 - Sanitation Enterprise Fund) - County

HUMAN RESOURCES - CONSENT

17. For possible action to approve the contract with Standard Insurance Company as the City's short-term disability plan provider; effective January 1, 2012 ($94,000 - Self Insurance Internal Service Fund)

18. For possible action to approve to create one regular full-time Legal Technician position in the Criminal Division of the City Attorney's Office ($35,898.46 + benefits - General Fund)

DRAFT

OPERATIONS AND MAINTENANCE - CONSENT

19. For possible action to approve a License Agreement with Option between the City of Las Vegas and Cricket Communications, Inc. for a wireless communications system located at 6200 Hargrove Avenue, commonly known as the Mirabelli Community Center - Ward 1 (Tarkanian)

20. For possible action to approve a Las Vegas Valley Water District Permanent and Perpetual Easement from the City of Las Vegas, with regard to the Smith Center Parking Garage, located at 388 Promenade Parkway, APN 139-33-610-026 - Ward 5 (Barlow)

21. For possible action to approve staff to apply for a Right-of-Way Grant from the Bureau of Land Management for roadway, sewer and drainage purposes along Alpine Ridge Way and Hammer Lane and an additional area along Alpine Ridge Way for drainage purposes only, related to Clark County School District's Bus Yard Project, APN's 126-36-601-002, 126-36-101-017 and 126-36-101-018 - Ward 6 (Ross)

22. For possible action to approve a Grant of Public Drainage Easement from the City of Las Vegas to Clark County at the city owned vacant lot in the vicinity of Vegas Valley Drive and Tree Line Drive near the City of Las Vegas Water Pollution Control Facility (WPCF); in conjunction with the development of the 3 Megawatt Solar Power Facility at the WPCF, APN - 161-10-701-015 - County

PLANNING - BUSINESS SERVICES CONSENT

23. For possible action to approve a Special Event Alcoholic Beverage License for Continental Suites Corp, Location: 1213 South Las Vegas Boulevard, Dates: December 30 & 31, 2011 and January 1, 2012, Type: Special Event General, Event: New Year's Party, Responsible Person in Charge: Zohar Robin - Ward 3 (Coffin)

24. For possible action to approve a Change of Ownership for a Tavern License subject to the provisions of the fire code and Health Dept. regulations, Dick's Liquors, Inc. (Non-operational), To: Silver Saddle, Inc., dba Club 2100, 2100 Fremont Street, Suite 110, Saeed Shakeri 2008 Gaming Trust, 100%, Saeed Shakeri, Pres, Secy, Treas - Ward 1 (Tarkanian)

25. For possible action to approve a Change of Ownership for a Supper Club License, From: Rajesh Patel, To: Ethnic Dining Concepts, LLC, dba Saffron Flavors of India, 4450 North Tenaya Way, Suite 115, Rajesh Patel, Managing Mmbr, 100% - Ward 4 (Anthony)

26. For possible action to approve a Change of Ownership for a Beer/Wine/Cooler On-sale License, From: MKP, LLC, To: Daebak Dream, LLC, dba Sushi Bomb, 10470 West Cheyenne Avenue, Suite 125, Dong Jang, Managing Mmbr, 100% - Ward 4 (Anthony)

27. For possible action to approve a Non-restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, United Coin Machine Co., db at The Castaways Hotel & Casino, 2800 Fremont Street, Robert Woodson, VP - Ward 3 (Coffin)

28. For possible action to approve a Locksmith License, 24/7 Locksmith, dba 24/7 Locksmith, 5112 West Charleston Boulevard, Suite C, Gideon Yung, Owner, 100% - Ward 1 (Tarkanian)

29. For possible action to approve an extension of a Temporary Massage Establishment License, Grimes Family Chiropractic, A Professional Corporation, dba Grimes Family Chiropractic, 5785 Centennial Center Boulevard, Suite 140, John Grimes, Pres, Secy, Treas, Dir, 100% - Ward 6 (Ross) NOTE: This is an ancillary license to an existing medical firm - Grimes Family Chiropractic]

30. For possible action to approve an extension of a Temporary Class II Secondhand Dealer License, LX Store Enterprises, Inc., dba Laptop Xchange, 5765 Centennial Center Boulevard, Suite 160, Jonathan Waite, Dir, Pres, Secy, Treas, 100% - Ward 6 (Ross)

31. For possible action to approve a Class II Secondhand Dealer License, BESD, Inc., dba Pioneer Buy & Sell, 520 North Eastern Avenue, Bill Drobkin, Secy, Treas, 50% and Erminia Drobkin, Pres, 50% - Ward 3 (Coffin)

DRAFT

PUBLIC WORKS - CONSENT

32. For possible action to approve a Redesign and Construction Reimbursement Agreement between the City of Las Vegas and Central Telephone Company, Inc DBA CenturyLink for the redesign and relocation of communication facilities in conflict with the Gowan Outfall Lone Mountain Branch - Rancho to Decatur storm drain project located at the intersection of Rancho Drive and Lone Mountain Road - Ward 6 (Ross)

33. For possible action to approve Supplemental Interlocal Contract No. 6 - 525f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $27,000 and extend the project completion date to December 31, 2013 for design and construction for the Decatur Boulevard, Meadows Lane to Sahara Avenue project ($27,000 - Public Works Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

34. For possible action to approve Supplemental Interlocal Contract No. 1 - 642a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $255,000 for design and construction for the Jones Boulevard / Valley View Boulevard Couplet, US-95 to Desert Inn Road project ($255,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

35. For possible action to approve First Supplemental Interlocal Contract LAS16L11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $154,604 for engineering design of the Rancho Road System - Elkhorn Road, Fort Apache Road to Grand Canyon Drive ($154,604 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

36. For possible action to approve Second Supplemental Interlocal Contract LAS28B11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $350,000 for construction for the Oakey Drain - Cahlan Drive to Barnard Drive ($350,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

37. For possible action to approve First Supplemental Interlocal Contract LAS14C11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $400,000 for engineering design of the Freeway Channel - Washington Avenue, Martin L. King Boulevard (MLK) to Rancho Drive ($400,000 - Road and Flood Capital Project Fund [CPF]) - Ward 5 (Barlow)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

38. Discussion for possible action on the ratification of Matthew Fisk as the Administrator of Municipal Court ($125,000 annual salary + benefits - General Fund)

PLANNING - BUSINESS SERVICES DISCUSSION

39. Discussion for possible action regarding an Appeal of Work Card Denial for David Dwayne Newsome, db at Flex, 4371 West Charleston Boulevard - Ward 1 (Tarkanian)

BOARDS & COMMISSIONS - DISCUSSION

40. ABEYANCE ITEM - For Possible Action - PARKS & RECREATION ADVISORY COMMISSION - William Teel, Term Expiration 12-17-2011

41. For Possible Action - TRAFFIC & PARKING COMMISSION – Robert Hoban, Term Expiration 12-20-2011

42. For Possible Action - CONSERVATION DISTRICT OF SOUTHERN NEVADA (CDSN) BOARD – Chris Magee, Term Expiration 12-31-2011

43. For Possible Action - OVERSIGHT PANEL FOR SCHOOL FACILITIES – Councilman Steve Wolfson, Term Expiration 12-31-2011

44. For Possible Action - LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – M. Frances Barron, Term Expiration 4-18-2013 (Resigned)

DRAFT

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

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

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

48. Bill No. 2011-45 - For Possible Action -Updates provisions regarding the Senior Citizens' Advisory Board and repeals provisions establishing the Animal Advisory Committee, Management Committee for Emergency Operations, Records Management Committee, Citizens Priority Advisory Committee, and Yucca Mountain Nuclear Repository Committee. Proposed by: Beverly K. Bridges, City Clerk

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.

49. Bill No. 2011-44 – Establishes a parking program for qualified alternative fuel vehicles, as required by State law. Proposed by: Bradford R. Jerbic, City Attorney, and William Arent, Director of Economic and Urban Development

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.

50. Bill No. 2011-46 – Removes the licensing and zoning provisions that prohibit Class III jewelry stores, pawnshops, auto pawn businesses and secondhand dealers from locating on Las Vegas Boulevard between Charleston Boulevard and Sahara Avenue. Sponsored by: Mayor Carolyn G. Goodman

51. Bill No. 2011-47 – Adopts an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. Sponsored by: Councilman Steven D. Ross

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

53. 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

54. Public Hearing on local improvement district for Special Improvement District No. 1507 - Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard) - Ward 6 (Ross)

DRAFT

55. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 611 Lacy Lane for fees in the amount of $2,355 (General Fund) and assess a maximum of $30,000 in daily civil penalties. PROPERTY OWNER: MICHAEL J & LAURA SIMPSON - Ward 1 (Tarkanian)

56. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3908 Valley Forge Avenue for fees in the amount of $2,102.75 (General Fund) and assess a maximum of $23,500 in daily civil penalties. PROPERTY OWNER: RUBEN CARRANZA - Ward 3 (Coffin)

57. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1551 Northwind Court for fees in the amount of $2,775.50 (General Fund) and assess a maximum of $26,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O BANK AMERICA N A - Ward 3 (Coffin)

58. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1304 Purple Sage Avenue for fees in the amount of $3,063 (General Fund) and assess a maximum of $27,000 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O FRANCIS M BOZARTH - Ward 5 (Barlow)

59. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 833 F Street for fees in the amount of $28,052.50 (General Fund) and assess a maximum of $58,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O COME UNTO ME EVANGELIST - Ward 5 (Barlow)

60. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5908 Kane Holly Street for fees in the amount of $2,470.75 (General Fund) and assess a maximum of $27,000 in daily civil penalties. PROPERTY OWNER: GABRIELE E ERVIN - Ward 6 (Ross)

61. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,116.75 recorded against the property and civil penalties in the amount of $19,500 pending recording against the property located at 1900 South 8th Street. PROPERTY OWNER: JANE MCALEVEY - Ward 3 (Coffin)

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-43558 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: FRESH & EASY PROPERTY CO., LLC - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-23593) FOR A PROPOSED RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 2.57 acres at 3489 Owens Avenue (APN 139-25-516-004), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

63. EOT-43603 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CM SAGEBRUSH 1-3082, LLC - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-9666) FOR A PROPOSED 3,710 SQUARE-FOOT SERVICE STATION WITHOUT INCIDENTAL AUTO REPAIR WITH AN ACCESSORY CAR WASH, A PROPOSED 5,504 SQUARE-FOOT TAVERN, AND A 3,600 SQUARE-FOOT RETAIL ELEMENT AND WAIVERS OF BUILDING PLACEMENT AND FOUNDATION LANDSCAPING REQUIREMENTS on 2.48 acres on the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

64. EOT-43605 - EXTENSION OF TIME RELATED TO EOT-43603 - SPECIAL USE PERMIT - APPLICANT/OWNER: CM SAGEBRUSH 1-3082, LLC - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-9665) FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

65. EOT-43606 - EXTENSION OF TIME RELATED TO EOT-43603 AND EOT-43605 - SPECIAL USE PERMIT - APPLICANT/OWNER: CM SAGEBRUSH 1-3082, LLC - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-9664) FOR A PROPOSED SERVICE STATION at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PLANNING - DISCUSSION

66. SUP-42982 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DAVID TRAN - OWNER: 3RD & CHARLESTON, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,880 SQUARE-FOOT TATTOO PARLOR/BODY PIERCING STUDIO at 220 East Charleston Boulevard (APN 162-03-110-036), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

67. VAR-43315 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: GUOLIANG PANG - For possible action on an Appeal of a Denial by the Planning Commission on a request for a Variance FOR A PROPOSED FRONT YARD PATIO COVER, AN EXISTING REAR YARD PATIO COVER AND FOUR EXISTING ACCESSORY STRUCTURES (CLASS II) WITH A COMBINED FLOOR AREA OF 1,659 SQUARE FEET WHERE 635 SQUARE FEET IS ALLOWED AND THAT ARE NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE PRINCIPAL DWELLING UNIT (STUCCO); TO ALLOW A ZERO-FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED; A ZERO-FOOT SIDE AND REAR YARD SETBACK WHERE THREE FEET IS REQUIRED; SEPARATION DISTANCES OF ZERO, 2.5 AND THREE FEET BETWEEN EXISTING ACCESSORY STRUCTURES AND THE MAIN BUILDING WHERE SIX FEET IS REQUIRED; AN ACCESSORY STRUCTURE WITH A GREATER HEIGHT (16.5 FEET) THAN THE PRINCIPAL DWELLING UNIT (14 FEET); AND 59% LOT COVERAGE WHERE 50% IS ALLOWED on 0.15 acres at 1912 Pink Ice Court (APN 139-21-410-038), R-1 (Single Family Residential) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

68. VAR-43331 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MANUEL HERNANDEZ - For possible action on a request for a Variance TO ALLOW AN EIGHT-FOOT FRONT YARD SETBACK FOR AN EXISTING ATTACHED CARPORT WHERE 20 FEET IS REQUIRED on 0.15 acres at 5517 Bromley Avenue (APN 138-25-402-003), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

69. SUP-43278 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOOLSVILLE TATTOOS - OWNER: THE JUNIOR CORP. - For possible action on a request for a Special Use Permit FOR A TATTOO PARLOR/BODY PIERCING STUDIO at 806 South Las Vegas Boulevard (APN 139-34-410-158), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

70. SUP-43347 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BJC ENTERPRISES, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER ON- AND OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH A PROPOSED 1,255 SQUARE-FOOT RESTAURANT at 450 Fremont Street, Suite #123 (APN 139-34-513-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

71. SUP-43357 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KASTLE MANAGEMENT, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 22,160 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM ANOTHER LIQUOR ESTABLISHMENT (TAVERN), A 1,200-FOOT DISTANCE SEPARATION FROM A RELIGIOUS FACILITY, AND A 1,340-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 1,500 FEET IS REQUIRED at 450 Fremont Street, in a portion of Suite #130 (APN 139-34-513-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

DRAFT

72. ROC-43312 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CRAIG MARKETPLACE, LLC, ET AL - For possible action on an Appeal of a Denial by the Planning Commission on a request for a Review of Condition to delete Condition #14 of an approved Site Development Plan Review (SDR-25484), WHICH REQUIRED CONSTRUCTION OF A RAISED MEDIAN ISLAND AT THE SHARED ACCESS DRIVEWAY TO THIS SITE FROM CRAIG ROAD at 7083 West Craig Road (APNs 138-03-701-003 and 138-03-715-007), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

SET DATE

73. 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

74. 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

75. 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

DRAFT

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

SUBJECT:
INVOCATION – STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE TEAM OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CHARLIE DESIDERIO'S WORK IN THE COMMUNITY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE MAYOR'S CUP SOCCER TOURNAMENT WINNERS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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 November 16, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve an encroachment request from Young Electric Sign Company on behalf of Benson and Bertoldo, LLC, owner (7408 West Sahara Avenue) - Ward 1 (Tarkanian)

Fiscal Impact

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

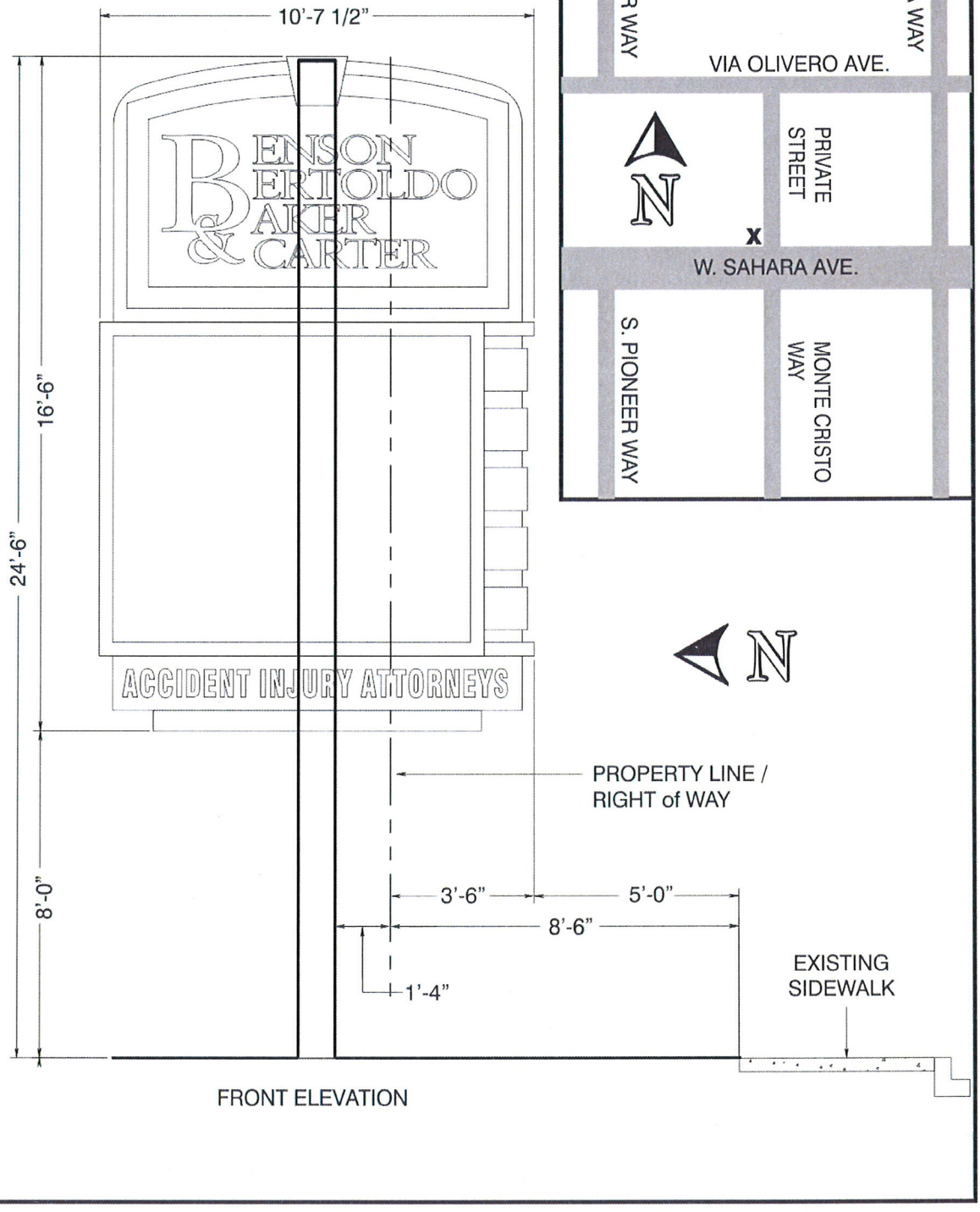
PURPOSE/BACKGROUND:
This request is for a sign adjacent to the property. The sign is approximately 24 feet 6 inches high and approximately 10 feet 7 inches in width. The sign will protrude approximately 3 feet 6 inches into the public right-of-way displaying the following: Benson, Bertoldo, Baker & Carter.

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

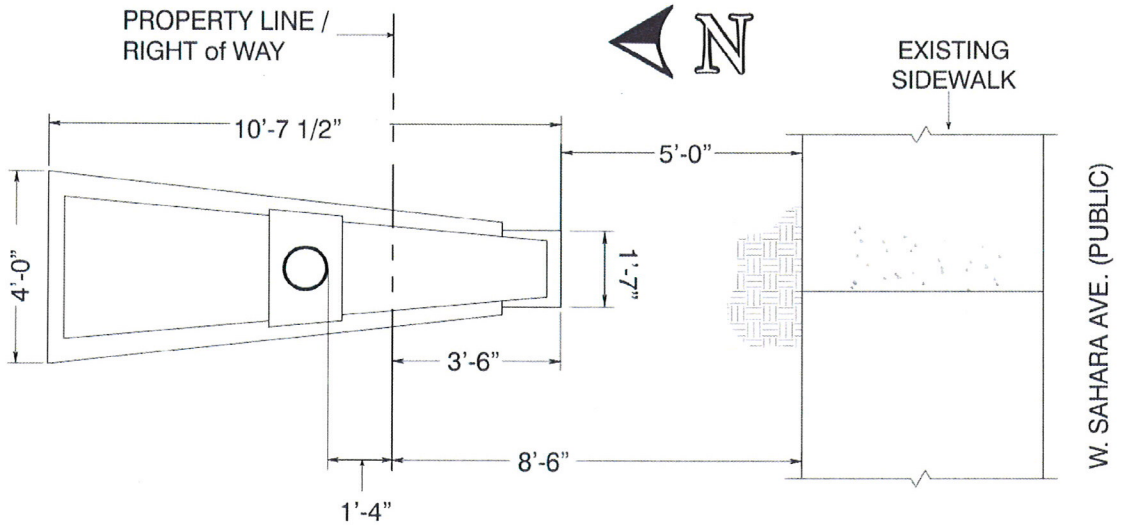
BENSON & BERTOLDO LLC, 7408 W. SAHARA LAS VEGAS, NEVADA

EXHIBIT "A"



BENSON & BERTOLDO LLC, 7408 W. SAHARA LAS VEGAS, NEVADA

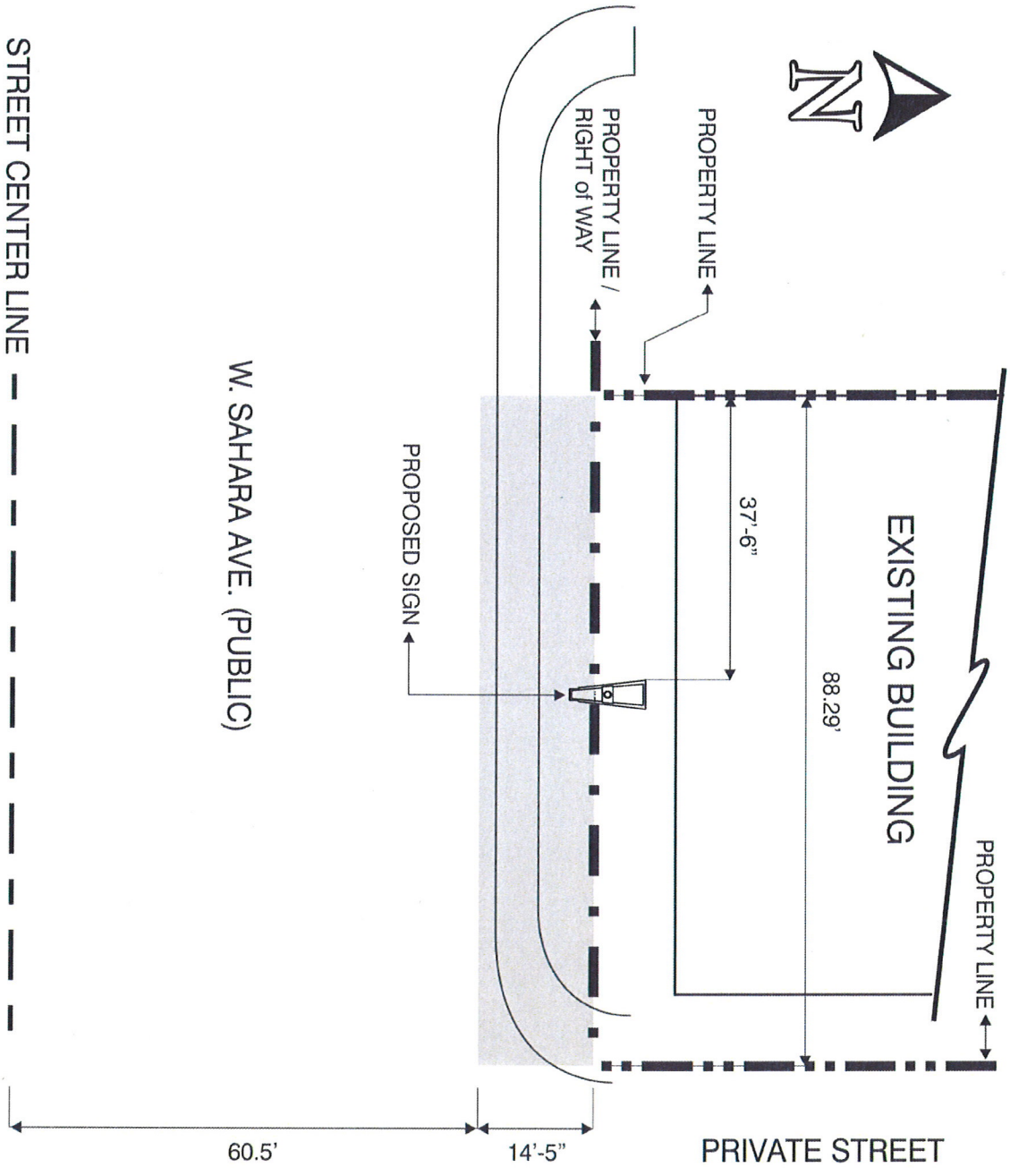
EXHIBIT "A"



PLAN VIEW

BENSON & BERTOLDO LLC, 7408 W. SAHARA LAS VEGAS, NEVADA

EXHIBIT "A"



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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: $55,002,997.02
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 11/01/11 - 11/15/11

City of Las Vegas

Summary of Cash Expenditures

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

Total Services & Materials Checks :	**$10,840,966.15**
Total Services & Materials EFT Payments :	**$10,958,654.25**
Total Wire Transfers:	**$27,162,879.78**
Total Payroll Checks:	**$6,040,496.84**
Grand Total:	**$55,002,997.02**

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

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On December 7, 2011 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve award of Bid No. 09.15341.21-DC, Energy Audit Improvements located at the Development Services Center, 333 North Rancho Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: CORE CONSTRUCTION SERVICES OF NEVADA, INC. ($3,085,000 – Various Funds) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,085,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The project consists of the replacement of existing pneumatic controls with fully functional digital energy management systems, central plant chillers, chiller and condenser motors, supply fans and miscellaneous heating, ventilating and air-conditioning equipment and parts at the Development Services Center. Work also includes Additive Alternate items No. 1 to replace existing rooftop units and controls at East Las Vegas Senior Center located at 252 North Eastern Avenue.

PCC: D. Collins
POC: Seth Maurer - (702) 794-0550

RECOMMENDATION:
That City Council approve award of Bid No. 09.15341.21-DC, Energy Audit Improvements to Core Construction Services of Nevada, Inc. in the amount of $3,085,000 and approve the construction conflicts and contingency reserve of $166,590. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
09.15341.21-DC
Energy Audit Improvements

DESCRIPTION	Core Construction Services of Nevada, Inc. Lump Sum Amount	Cobblestone Construction Lump Sum Amount	Addison, Inc. Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$2,462,000.00	$2,600,000.00	$2,675,955.00
ADDITIVE ALTERNATE BID SECTION			
ADDITIVE ALTERNATE NUMBER 1: Provide the following at East Las Vegas Senior Center located at 250 N. Eastern: Replace existing roof top units and controls. New roof top units to have heat wheels.	$623,000.00	$680,000.00	$932,400.00
ADDITIVE ALTERNATE NUMBER 2: Provide the following at West Yard Field Ops. Center. located at 2875 Ronemus Dr: New building digital control system for existing HVAC units.	$42,000.00	$42,000.00	$86,300.00
ADDITIVE ALTERNATE NUMBER 3: Provide the following at Mirabelli Community Center located at 6200 Hargrove Ave: New building digital control system for existing HVAC units.	$60,000.00	$50,000.00	$97,200.00
ADDITIVE ALTERNATE NUMBER 4: Provide the following at Atrium Building located at 333 North Rancho Drive: Replace existing cooling tower	$190,000.00	$200,000.00	$324,200.00
Total Base Bid Amount Plus Additive(s)	$3,377,000.00	$3,572,000.00	$4,116,055.00
Architect Estimate: $1,200,000.00			
Responsive Bidder	**Yes**		
Responsible Bidder	**Yes**		
Bidder's Preference Clamined	Yes	Yes or No	Yes or No

TO: Dept. Director or Designee Please review and approve recommended award to Core Construction Services of Nevada, Inc. for the Base Bid in the amount of $ 2,462,000.00

Purchasing & Contracts Representative — Date 11/3/11

Department/Division Signature — Date 11/3/11

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve award of the Third Amendment to Agreement No. 050116-DD, Engineering Design Services Agreement for Bonanza Trail Improvements - Phase 2 located at Rainbow Boulevard, west along Westcliff Drive and north along the east side of Tenaya Way to Summerlin Parkway - Department of Public Works - Award recommended to: KIMLEY-HORN AND ASSOCIATES, INC. ($86,467 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $86,467
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On August 18, 2004 City Council approved Agreement No. 050116-DD for the design of Bonanza Trail improvements consisting of pedestrian bridges, approaches and trails. This amendment provides for additional design drawings, special provisions and cost estimates for trail lighting and trailhead improvements. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Michael Colety - (702) 734-5666

RECOMMENDATION:
That City Council approve award of the Third Amendment to Agreement No. 050116-DD, Engineering Design Services Agreement for Bonanza Trail Improvements - Phase 2 to Kimley Horn and Associates, Inc. in the amount of $86,467. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Third Amendment to Agreement No. 050116-DD
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 Kimley-Horn and Associates, Inc., a corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated August 18, 2004, (herein the "Agreement"), retaining the services of the Consultant for design services more fully described therein in connection with the improvements for the project Bonanza Trail Improvements (herein "Project") and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to add a restroom and associated improvements along Bonanza Trail at Bill Briare Family Park and to add lighting to the section of the Bonanza Trail within NDOT right-of-way between Jones Boulevard and Lorenzi Street.

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

1. See attached Exhibit A-3 for Scope of Services revisions.

2. See attached Exhibit B-3 for Required Submittals revisions. Submittals shall be made at 60%, 90%, Pre-Final, and Mylar.

3. Performance schedule shall be per attached Exhibit C-3.

4. Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $66,467, from $1,670,876 to $1,757,343. See attached Exhibit D-3.

5. Additional Services is hereby amended to increase the total additional service fee herein by $20,000. See attached Exhibit E-3.

6. Peter Meyerhofer, P.E. shall be Consultant Representative and the responsible engineer in charge. See attached Exhibit F-3.

7. No modifications to Exhibit G.

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

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

Kimley-Horn and Associates, Inc.

By: _____
Michael Colety, Vice President
"CONSULTANT"

CITY OF LAS VEGAS

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

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

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

John S. Ridilla
Deputy City Attorney

EXHIBIT "A-3"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings, Special Provisions, and Cost Estimates for the Bonanza Trail Phase 3 improvements. The scope of this project will consist of two components: trail lighting along a portion of the existing Bonanza Trail, and minor improvements to the existing Bill Briare Family Park located on the east side of Tenaya Way and north of Summerlin Parkway. Limits of the trail lighting installations will be from Jones Boulevard to the intersection of Westcliff/Lorenzi along the existing Bonanza Trail. The existing trail from Jones Boulevard to Westcliffe/Lorenzi lies within NDOT Right-of-Way and will therefore be subject to follow applicable design guidelines and comments from said agency. This project design entails trail lighting and trailhead improvements including, but not limited to:

- Trail lighting electrical plans adjacent to the existing trail between Jones and Lorenzi
- Facilitation of meetings between the City and NVE to establish location, size and improvements necessary for required power service for trail lighting
- New trail pathways leading to the restroom and shade structure within the existing park
- Sewer lateral design from existing mainline to restroom
- Potable waterline design from existing mainline to restroom and irrigation meter
- Shade Shelter layout and foundation design plans
- Prefabricated Restroom earthwork preparation with geotechnical report, establish drainage needs and water/sewer/power connection designs
- Trailhead kiosk layout and foundation design
- Irrigation plans
- Landscaping consisting of shade trees adjacent to the trailhead sidewalk areas
- Potholes may be required as an additional service
- Assist the City to prepare and submit for a Site Development Plan Review; prepare necessary exhibits
- Assist the City to prepare and submit for a Building and Safety permit; prepare necessary exhibits and calculations

Project Assumptions include the following:

- No new roadway pavement design
- No new trail design and installation outside of the connection to the restroom
- A complete drainage analysis is not included with this project and is excluded from this scope of services, see section 101.7 for scope of drainage work
- No storm drain design modifications or design is included in this scope
- Traffic modeling of any type is not included in this scope
- CLV will provide all survey needs for all aspects of this project
- Signal modifications or design is not included with this project and is excluded from this scope of services
- Landscape/Irrigation design is limited to trees located adjacent to new trail segments to be installed within trailhead area

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **To Be Determined, Section 1.08 Responsibility for Construction Document Revisions does not apply.**

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)

100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada

100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II

100.4.1.4 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction

100.4.1.5 Manual on Uniform Traffic Control Devices

100.4.1.6 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual

100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition

100.4.1.8 Las Vegas Valley Water District (LVVWD) Rules and Regulations

100.4.1.9 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada

100.4.1.10 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

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

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

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

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

100.6.11 The restroom drawings will be provided by other consultants. Consultant will coordinate with those firms as necessary to coordinate design drawings for cohesive, complete design plans.

100.6.12 Plan and Special Provision Production and Submission

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

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

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

100.6.12.4 Within five business days of the hard copy design submittal, for each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. The Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM or a DVD disk that can be read by any industry standard hardware. **If electronic files are not submitted within five business days of the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the re-submittal shall be borne by the Consultant.**

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

100.6.13 Cost Estimates

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

100.6.14 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Oder Tracking Form indicating the reason for the

change order based on information available to the committee at that time. If the change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this agreement to seek compensation for Consultant errors and omissions.

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

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

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

100.6.15.1 Article 101 – 60% Design Phase

100.6.15.2 Article 102 – 90% Design Phase

100.6.15.3 Article 103 – 100% Design Phase

100.6.15.4 Article 104 –Planning and Development and Building and Safety Submittals

100.6.15.5 Article 105 – Bid Phase

100.6.15.6 Article 106 – Construction Phase

100.7 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to

the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: 60% DESIGN PHASE

101.1 Survey

101.1.1 Control Survey – shall be provided by the City of Las Vegas.

101.1.2 Design Survey. Field design surveys will be performed by the City of Las Vegas.

101.1.2.1 Research of existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings shall be performed by the City of Las Vegas.

101.1.2.2 All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)

101.1.2.3 City surveyors shall perform the following: conduct field survey to identify and locate existing improvements as necessary. Collect field survey data including but not limited to existing edge of pavement, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs, provide topographic map with 1 foot contours.

101.2 Right-of-Way

101.2.1 Existing right-of-way research and locating shall be performed by City of Las Vegas.

101.2.2 Based on the City's survey and existing Right-of-Way research, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. The Consultant will assist the City in identifying utility prior rights and will incorporate this info into the design plans, documents, and record of survey. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 60% design review, the City will work with the Consultant to finalize project right-of-way requirements.

101.3 Records Review, Information Research and Analysis of Data

101.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

101.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

101.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in

the development of the Project design. The Consultant will take photographs during the field investigation to document field conditions throughout the Project.

101.4 Utility Potholing

101.4.1 No utility potholing is included in this Scope of services.

101.5 Geotechnical Data

GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report will include 3 borings (1 at shade structure, 2 at restroom) with boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include 3 borings (1 at shade structure, 2 at restroom) boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

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

The testing shall be in accordance with the 2009 IBC as adopted by the City of Las Vegas.

101.6 **Potable Waterline Design** will consist of the following: design of a potable waterline lateral, designed per UDACS standards, which will extend from the existing water mainline in Tenaya a new water meter and RPPA for the proposed irrigation drip system and restroom. Work includes preparation of plans, calculations and any other documentation necessary to obtain acceptance of plans by LVVWD and City of Las Vegas Building and Safety Department.

101.7 **Drainage Analysis** – Consultant shall meet with and coordinate with the City of Las Vegas Flood Control section and provide necessary technical data to establish flow patterns, volume and finished floor elevations. Consultant shall assume professional engineering responsibility

for these determinations as required by the Flood Control section. A full drainage analysis is not required.

101.7.1 Additional services that are not included as part of this scope but can be provided include drop inlet storm drain evaluation and design, and hydrology calculations.

101.8 60% Design Phase Submittal

101.8.1 60% Design Phase Plans –Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 60% plans shall include, but not limited to, the following:

101.8.1.1 City Standard Cover Sheet identifying Project Participants
101.8.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
101.8.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
101.8.1.4 Abbreviations and Symbols
101.8.1.5 Survey and Horizontal Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
101.8.1.6 Sheet Index with key map
101.8.1.7 **Restroom design plans including architectural, electrical and inside utility fixtures and connections (by others)**

Consultant shall prepare plan sheets listed below to accommodate restroom plans provided by others:
101.8.1.8 Removal Plans
101.8.1.9 Civil Plan and grading
101.8.1.10 Construction Details
101.8.1.11 Potable Waterline Lateral Plan, Profiles, and Details
101.8.1.12 Sewer Line plan and details
101.8.1.13 Shade shelter and Kiosk details and layout. Work includes coordination with shade structure vender to prepare details and layout to a level that is biddable, however final design calculations will be a deferred submittal from the selected manufacturer.
101.8.1.14 Shelter and Kiosk foundation details
101.8.1.15 Traffic Striping and Signing Plans
101.8.1.16 Lighting Plans
101.8.1.17 Special Details as required for the Project
101.8.1.18 NV Energy Connection Diagrams
101.8.1.19 Landscape Plans and Details
101.8.1.20 Irrigation Plans and Details

101.8.1.21 Landscape and irrigation sheets will be schematic. Irrigation design sheets will show locations of proposed main irrigation feeds, water meters, and irrigation controllers. Landscape design sheets will indicate trees and tree pit locations. Construction details for both landscape and irrigation improvements will be provided.

101.8.1.22 Deliverables: Submit ten (14) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) to the City: Submit copies of 60% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

101.9 60% Design Phase Construction Cost - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

101.9.1.1 Deliverables: Submit the 60% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted)

101.10 Walk Through

101.10.1 After submittal of the 60% Design, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 60% Submittal.

101.10.2 Deliverables: The Consultant shall submit a walk through Memorandum to the City's Representative to document field observations.

ARTICLE 102: 90% DESIGN PHASE

102.1 90% Design Phase Submittal

102.1.1 90% Design Phase Plans – This submittal will include refinement of the 60% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

102.1.1.1 See 60% Design Phase section for anticipated sheets to be provided at 90% submittal.

102.1.1.2 Deliverables: Submit ten (14) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City: Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.1.2 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

102.1.3 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted).

102.1.4 90% Design Phase Special Provisions - Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

102.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City and one electronic CD copy.

100% DESIGN PHASE

102.2 100% Design Phase Submittal

102.2.1 The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Schedule and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

102.2.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit seven (7) copies of the half scale plans, two full size plans, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations (if required) to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

102.2.1.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 103: PLANNING AND DEVELOPMENT AND BUILDING AND SAFETY SUBMITTALS

103.1 Assist with submittal to Planning and Development for a Site Development Plan Review (SDR). Prepare necessary exhibits for submittal, address comments and assist to obtain SDR approval.

103.1.1 Prepare plan and calculation submittals for Building and Safety, necessary number of copies, address comments and assist to obtain permit.

ARTICLE 104: BID PHASE

104.1 Pre-Bid Conference

104.1.1 The Consultant will attend the pre-bid conference

104.2 Bid Requests and Responses

104.2.1 At the City's request, the Consultant will respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

104.3 Bid Opening

104.3.1 The Consultant will attend the bid opening and review the bid abstract and contractor qualifications.

104.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

ARTICLE 105: CONSTRUCTION PHASE

105.1 Pre-Construction Meeting

105.1.1 The Consultant will attend the pre-construction meeting.

105.2 Submittal Review

105.2.1 Consultant will review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; Attend construction progress meetings, as necessary; respond to Contractor's Request for Information (RFI); assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample products, etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation.

105.3 Construction Support Services

105.3.1 The Consultant shall provide the following support services during the construction phase of the project:

105.3.1.1 Project Site Visits – Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by the City in order to observe the progress of the Work. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents.

105.3.1.2 Review of Submittals/Shop Drawings – Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

105.3.1.3 Response to RFIs

105.3.1.4 Additional Design as needed

END OF EXHIBIT "A-3"

EXHIBIT "B-3"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

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

200.3 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

END OF EXHIBIT "B-3"

EXHIBIT "C-3"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
60% DESIGN PHASE	50	Subsequent design phases and respective calendar days are from time comments are received from the City on previous submittal
90% DESIGN PHASE	40	
100% DESIGN PHASE	20	
BID PHASE	70	Bid Phase Schedule outside of the control of the Consultant
CONSTRUCTION PHASE	120	Construction Phase Schedule outside of the control of the Consultant
TOTAL CALENDAR DAYS TO COMPLETE:	**280**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make

timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

302.3

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

303.1.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C-3"

EXHIBIT "D-3"

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 **$66,467.00.** Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$66,467.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

TASK	DESCRIPTION	PRINCIPAL	SENIOR ENGINEER	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$185	$185	$140	$130	$95	$85	$62			
101	**60% PS&E**								0		
	Title sheet, general notes, index, vicinity map			1			4		5		$480.00
	Civil design, drafting, annotation	1		3		12			16		$1,745.00
	Demolition design, drafting, annotation			1		4			5		$520.00
	Landscape design and details drafting, annotation		2	1		8			11		$1,270.00
	Irrigation design and details drafting, annotation		3	1		7			11		$1,360.00
	Water Connection design, drafting, annotation			1	5				6		$790.00
	Power Connection design, drafting, annotation		5	2		3			10		$1,490.00
	Sewer Connection design, drafting, annotation			2	4				6		$800.00
	Shelter and Kiosk vender coordination and layout design		4			3			7		$1,025.00
	Structural foundation for Shade shelter/Kiosk design, details, annotation		9	1		12			22		$2,945.00
	Lighting design, drafting, annotation		6	2	20				28		$3,990.00
	Collect and Review existing area drainage studies			1	4				5		$660.00
	Based on existing drainage info determine storm event water depth and flow patterns			1	6	8			15		$1,680.00
	Document drainage information in letter	1		1	4				6		$845.00
	60% Details design and drafting		2	3		6			11		$1,360.00
	60% bid item and cost estimate			2		7			9		$945.00
	QA/QC plans/specials	2							2		$370.00
	Plot and Submit plans to CLV					3		1	4		$347.00

TASK	DESCRIPTION	PRINCIPAL	SENIOR ENGINEER	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
102	**90% Design**								**0**		
	Respond to 60% Civil / Demo Comments, 90% Annotation and design			3		5			**8**		**$895.00**
	Respond to 60% LA / IR Comments, 90% Annotation and design		2	2		6			**10**		**$1,220.00**
	Respond to 60% Water/Sewer Comments, 90% Annotation and design			2	5				**7**		**$930.00**
	Respond to 60% Lighting Comments, 90% Annotation and design		4	2	12				**18**		**$2,580.00**
	Respond to 60% Structural Comments, 90% Calculations and design		7	1		9			**17**		**$2,290.00**
	Assist City in SDR submittal, Create and draft Site Development Review Exhibits, Revise per CLV comments and submit		3		3	6			**12**		**$1,515.00**
	Meet with City Drainage Staff on existing drainage patterns, proposed finish grades		2	2					**4**		**$650.00**
	Modify details to 90% design level			2	4	6			**12**		**$1,370.00**
	Draft special provisions to 90% level			15				2	**17**		**$2,224.00**
	Revise bid item and Cost estimate for new submittal			2		5			**7**		**$755.00**
	QA/QC plans/specials	2							**2**		**$370.00**
	Plot and Submit plans to CLV					3		1	**4**		**$347.00**
103	**100% Pre-Final Design and Mylars**								**0**		
	Respond to 90% Comments		2	3	5	5			**15**		**$1,915.00**
	Modify plans to 100% annotation level		4	5	8	9			**26**		**$3,335.00**
	Modify details to 100% design level		2	2		8			**12**		**$1,410.00**
	Modify specials to 100% level			6				2	**8**		**$964.00**
	Revise bid item and Cost estimate for new submittal			2		5			**7**		**$755.00**

TASK	DESCRIPTION	PRINCIPAL	SENIOR ENGINEER	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
	QA/QC plans/specials	2							**2**		**$370.00**
	Submit pre-final plans to CLV					2			**2**		**$190.00**
	Respond to pre-final comments	1	3	5	8	8			**25**		**$3,240.00**
	Submit Mylars to CLV					3			**3**		**$285.00**
104	**NDOT Construction Permit Preparation and Coordination**										
	Meet with NDOT to discuss modification of interlocal agreement and planned improvements		2	2					**4**		**$650.00**
	Prepare meeting minutes			1					**1**		**$140.00**
	Prepare 90% construction plans for permit review			2		12			**14**		**$1,420.00**
	Respond to 90% Comments			2		6			**8**		**$850.00**
	Prepare Pre-Final construction plans for permit review			2		6			**8**		**$850.00**
	Respond to Pre-Final Comments			2		4			**6**		**$660.00**
105	**Bid Phase**										
	Attend pre-bid meeting			2					**2**		**$280.00**
	attend bid opening			2					**2**		**$280.00**
	Address/answer contractor questions/clarifications		2	4					**6**		**$930.00**
106	**Construction Services**										
	Address/review construction submittals, rfi's, questions and coordination		5	20	5				**30**		**$4,375.00**
	Subtotal Hours	**9**	**69**	**116**	**93**	**181**	**4**	**6**	**36**		
	Subtotal Fee	**$1,665.00**	**$12,765.00**	**$21,460.00**	**$12,090.00**	**$17,195.00**	**$340.00**	**$372.00**		**$0.00**	**$60,667.00**
	Geotechnical Report									**$5,800.00**	**$5,800.00**
										$5,800.00	**$66,467.00**

END OF EXHIBIT "D-3"

EXHIBIT "E-3"

ALLOWANCE FOR ADDITIONAL SERVICES

401.2 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

401.3 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

401.4 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

401.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$20,000.00	See list below.

401.5.1 Additional Services may include, but are not limited to, the following:

401.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

401.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

401.5.4 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide hydrology / hydraulics, storm drain design and analysis.

401.5.5 **Preparation of Record Drawings after Construction**

401.5.6 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

401.5.7 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

TASK	DESCRIPTION	PRINCIPAL	SENIOR ENGINEER	PROJECT MANAGER	P.E / LA	E.I. / ANALYST	DESIGNER	CLERIC	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$185	$185	$140	$130	$95	$85	$62			
400	ADDITIONAL SERVICES										$20,000.00

END OF EXHIBIT "E-3"

EXHIBIT "F-3"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Gina Venglass, P.E.
600.2
600.3 PROGRAM MANAGER: Jeremy Leavitt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Peter Meyerhofer, P.E.

601.1.2 PROJECT MANAGER: Michael Colety, P.E.

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Peter Meyerhofer, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 018093 (Peter Meyerhofer)

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

602.1.1 AERIAL MAPPING: N/A

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: Kimley-Horn and Associates, Inc.

602.1.4 STRUCTURAL ENGINEER: Kimley-Horn and Associates, Inc.

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: Kimley-Horn and Associates, Inc.

602.1.7 LANDSCAPE DESIGN: Kimley-Horn and Associates, Inc.

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.1.9 GEOTECHNICAL ENGINEER: N/A

602.1.10 LAND SURVEYOR: N/A

602.1.11 POTHOLING: N/A

END OF EXHIBIT "F-3"

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

Name	Kimley-Horn and Associates, Inc.
Address	2080 E. Flamingo Rd, Suite 210 Las Vegas, NV 89119
Telephone	702-734-5666
EIN or DUNS	56-0885615

Block 2 Description

RFP # 050116-DD

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.	Associates Group Services, Inc. Parent Company, owns 100% of KHA	3001 Weston Parkway Cary, North Carolina 27513-2301	919-677-2000
2.	APHC, Inc. Top Tier Parent Company 100 % of AGS (see attached page for individual APHC, Inc. shareholders with 1% of more ownership)	3001 Weston Parkway Cary, North Carolina 27513-2301	919-677-2000
3.	See attached list of KHA Directors and Officers.		
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.

Notary Public - State of Nevada
County of Clark
ELLEN CUTLER
My Appointment Expires
No: 10-1551-1 February 22, 2014

_____
Name

5/23/11
Date

Subscribed and sworn to before me this 23 day of May, 2011.

Ellen Cutler
Notary Public

Attachment to Exhibit G

Top Tier Parent Company - Shareholders with 1% or more shares of APHC, Inc. outstanding shares.

Shareholder	%	Business Address	Business Phone
Atkinson, Mark E.	1.01%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Atz, John C.	3.26%	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411	561-845-0665
Barber, Barry L.	1.99%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Barnes, III, R. Russell	1.40%	5200 NW 33rd Avenue, Suite 109 Ft. Lauderdale, FL 33309	954-535-5100
Burchett, Jr., Thomas F.	1.24%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Burns, Gregory B.	1.89%	12700 Park Central Drive, Suite 1800 Dallas, TX 75251	972-770-1300
Cooper, Kurt D.	1.22%	1700 Willow Lawn Drive, Suite 200 Richmond, VA 23230	804-673-3882
Ellis, Nicholas L.	1.50%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Gaskey, Kevin S.	1.42%	12700 Park Central Drive, Suite 1800 Dallas, TX 75251	972-770-1300
Horn, R. Michael	1.48%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Murphy, Terence T.	1.66%	13221 Woodland Park Road, Suite 400 Herndon, VA 20171	703-674-1300
Peed, Brooks H.	5.86%	445 24th Street, Suite 200 Vero Beach, FL 32960	772-794-4100
Penny, H. Dean	1.28%	333 Fayetteville Street, Suite 600 Raleigh, NC 28301	919-835-1494
Schiller, Michael G.	1.93%	7878 N 16th Street, Suite 300 Phoenix, AZ 85020	602-944-5500
Squires, Christopher A.	2.61%	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411	561-845-0665
Stebbins, Sam S.	1.06%	1321 SE 25th Loop, Suite 101 Ocala, FL 34471	352-671-9451
Stewart, David W.	1.71%	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411	561-845-0665
Voisin, William J.	1.19%	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411	561-845-0665
Wallace, Gary W.	1.36%	13221 Woodland Park Road, Suite 400 Herndon, VA 20171	703-674-1300
Wilson, Deborah L.	1.30%	2 Sun Court, Suite 220 Norcross, GA 30092	770-825-0744
Wilson, Jon E.	1.12%	333 Fayetteville Street, Suite 600 Raleigh, NC 28301	919-835-1494
Wilson, Mark S.	6.43%		

3/28/11

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Name	Title(s)	Business Address	Bussiness Phone
Mark S. Wilson	CEO & Chairman	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John C. Atz	President/Director	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Nicholas L. Ellis	Senior Vice President/Treasurer	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Richard N. Cook	Senior Vice President/Secretary	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Barry L. Barber	Senior Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Gregory B. Burns	Senior Vice President/Director	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Brooks H. Peed	Executive Vice President/Director	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Terence T. Murphy	Senior Vice President/Director	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
H. Dean Penny	Senior Vice President/Director	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Michael G. Schiller	Senior Vice President/Director	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Frederick W. Schwartz	Senior Vice President/Director	205 West Wacker Drive, Suite 2125, Chicago, IL 60606	407-898-1511
Christopher A. Squires	Senior Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Michael N. Byrd	Executive Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Kenneth W. Ackeret	Senior Vice President	2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119	702-734-5666
Mark E. Atkinson	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Burt L. Baldo-Campbell	Senior Vice President	1221 Brickell Avenue, Suite 400, Miami, FL 33131	305-673-2025
David R. Bardt	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
R. Russell Barnes	Senior Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Richard R. Barr	Senior Vice President	1725 Hermitage Boulevard, Tallahassee, FL 32308	850-553-3500
Laura E. Barrett	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John F. Benditz	Senior Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	915-564-2701
Peter A. Bishop	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Stephen W. Blakley	Senior Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Thomas F. Burchett	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Tricia L. Buritica	Senior Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
David C. Campbell	Senior Vice President	10117 Princess Palm Avenue, Suite 300, Tampa, FL 33610	813-620-1460
Derrick B. Cave	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
James T. Chavers	Senior Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
Paul L. Cherry	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Serine A. Ciandella	Senior Vice President	765 The City Drive, Suite 140, Orange, CA 92868	714-939-1030
Maruice Clark	Senior Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
John R. Conrad	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Kurt D. Cooper	Senior Vice President	1700 Willow Lawn Drive, Suite 200, Richmond, VA 23230	804-673-3882

3/28/11

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Fred C. Corey	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Neil T. Deans	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Mark W. Dunzo	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William E. Dvorak	Senior Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
George B. Fares	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Chris V. Frysinger	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Glenn A. Gary	Senior Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Kevin S. Gaskey	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Jame R. Hall	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Dean A. Henigsman	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Ross M. Horn	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Jerry W. Ingram	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jay R. Jackson	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Kenneth W. Jackson	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jeffery James	Senior Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Michael E. Kiefer	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Wayne Kurfees	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Dennis J. Landaal	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Steven E. Lefton	Senior Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
James S. Lott	Senior Vice President	12012 Wickchester Lane, Suite 500, Houston, TX 77079	281-597-9300
Alan Maio	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Jason B. Matson	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Enda Melvin	Senior Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Richard W. Mercer	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Richard H. Moore	Senior Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Cecil L. Narron	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
William A. Nash	Senior Vice President	111 West Saint John Street, Suite 440, San Jose, CA 95113	408-279-3826
Anush A. Nejad	Senior Vice President	30 Broad Street, 40th Floor, New York, NY 10004	646-839-4566
Charles A. Nuckols	Senior Vice President	102 City Hall Plaza, Suite 201, Durham, NC 27701	919-682-3583
Ahmad A. Omais	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David D. Perkins	Senior Vice President	2210 East Fort Lowell Road, Suite 200, Tucson, AZ 85719	520-615-9191
John E. Potts	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Petrus S. Pretorius	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Bryan T. Rapp	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Richard R. Rohrbaugh	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
K.K. Saxena	Senior Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Brian K. Shewski	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Sam S. Stebbins	Senior Vice President	600 Grand Boulevard, Suite M209, Miramar Beach, FL 32550	850-837-0678
David W. Stewart	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
David K. Sorenson	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Thomas M. Stovall	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
James M. Sumislaski	Senior Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Roderick P. Swindler	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
S. Clif Tate	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-15511
Guy B. Tribble	Senior Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Andrew W. Van Leeuwen	Senior Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Kent L. Van Riper	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William J. Voisin	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William D. Waddill	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Gary W. Wallace	Senior Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
Norman D. Willie	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Roy L. Wilshire	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Deborah L. Wilson	Senior Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
John E. Wilson	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-653-5847
Robert E. Wilson	Senior Vice President	3675 Innovation Drive, Lakeland, FL 33812	863-701-8702
Charles R. Wright	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Frank G. Abbott	Vice President	5750 Genesis Court, Suite 200, Frisco, TX 75034	972-335-3580
Richard C. Adams	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Robert W. Barkley	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Matthew T. Barlow	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Mark C. Bishop	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Ramon F. Breton	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Aaron E. Buchler	Vice President	1221 Brickell Avenue, Suite 400, Miami, FL 33131	305-673-2025
Lisa M. Burgess	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Richard V. Busche	Vice President	1321 SE 25th Loop, Suite 101, Ocala, FL 34471	352-671-9451
Gail M. Callaway	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Kevin F. Carter	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Jason W. Castillo	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500

3/28/11

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Jon S. Chambers	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Michael D. Colety	Vice President	2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119	702-734-5666
James F. Collins	Vice President	3175 Lenox Park Boulevard, Memphis, TN 38115	901-374-9109
Thomas G. Coppin	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-858-5800
Paul B. Danielson	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Julie K. Eklund	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-858-5800
Larry L. Flowers	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Michael L. Delmarter	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
E.C. Dember	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Kenneth A. Dierks	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
Randal R. Durrenberger	Vice President	555 12th Street, Suite 1230, Oakland, CA 94607	510-625-0712
Gary A. Ehret	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Robert A. Eichinger	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Anelina G. Fairchild	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jean B. Fares	Vice President	5550 Topanga Canyon Boulevard, Suite 250, Woodland Hills, CA 91367	818-227-2790
Thomas W. Farnan	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Kenneth L. Fink	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Jon C. Ford	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Scott J. Foster	Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Thomas M. Fowler	Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Ronald W. Freeman	Vice President	2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119	702-734-5666
Brian R. Gillis	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David S. Goldman	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Brian A. Good	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Michael J. Gottholm	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Dan F. Grant	Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Stephanie L. Hachem	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-653-5847
David S. Haines	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Patrick B. Hart	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Mark C. Hatchel	Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Christopher W. Heggen	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Michael J. Hermann	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Melissa A. Hewitt	Vice President	765 The City Drive, Suite 140, Orange, CA 92868	714-939-1030
Jon B. Horn	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Robert M. Hume	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Russell L. Karr	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Nichole M. Kerry	Vice President	765 The City Drive, Suite 140, Orange, CA 92868	714-939-1030
Loisalynn B. Kiefer	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
John C. Kissinger	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Keith T. Krieger	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Gregory S. Kyle	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
David J. Leistiko	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Eric C. Lovejoy	Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
William F. Mackey	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
D. Mark Manning	Vice President	3175 Lenox Park Boulevard, Memphis, TN 38115	901-374-9109
Jean P. Marchand	Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Keith R. Markland	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Edward A. Marscheider	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
Jonathan A. Martin	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Robert J. Martin	Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
Amy L. McGreger	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Karen C. McPherson	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Emily H. Meador	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Joseph P. Mecca	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michelle B. Mecca	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Mark D. Miller	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Daniel C. Millner	Vice President	5750 Genesis Court, Suite 200, Frisco, TX 75034	972-335-3580
M. Scott Mingonet	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Jeffrey W. Moore	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John J. Morris	Vice President	111 West Saint John Street, Suite 440, San Jose, CA 95113	408-279-3826
Marwan H. Mufleh	Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Salvatore J. Mussarra	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Brent H. Mutti	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Aaron W. Nathon	Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Gary T. Newton	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Lisa K. Noon	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Michael A. Norby	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David J. Osborne	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Edward Y. Papazian	Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
Brian J. Parker	Vice President	45 NE Loop 410, Suite 890, San Antonio, TX 78216	210-541-9166
Keith A. Pelan	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Adam C. Perillo	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Vicki L. Purtle	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Daniel L. Purvine	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Gary R. Ratay	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Elizabeth A. Reed	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Steven H. Reeder	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Christopher D. Rhodes	Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	615-564-2701
Kevin M. Roberson	Vice President	765 The City Drive, Suite 140, Orange, CA 92868	714-939-1030
Larry D. Robinson	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Michael S. Ross	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Curtis D. Rowe	Vice President	990 South Broadway, Suite 450, Denver, CO 80209	303-228-2300
Michael L. Rushing	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Michael M. Rutkowski	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Thomas J. Sauro	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
William J. Schilling	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michael L. Schmitt	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Harold J. Schulke	Vice President	12012 Wickchester Lane, Suite 500, Houston, TX 77079	281-597-9300
Kurt J. Schulte	Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Dennis K. Seal	Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Jon S. Sewell	Vice President	1725 Hermitage Boulevard, Tallahassee, FL 32308	850-553-3500
Carl B. Shamburger	Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Brian E. Sowers	Vice President	6130 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	925-398-4840
Charles R. Spinks	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Michael D. Spruce	Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
David L. Stricklin	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Nicholas E. Sulkowski	Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Karl V. Sutter	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Carl F. Tewksbury	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Jonahtan D. Thigpen	Vice President	1321 SE 25th Loop, Suite 101, Ocala, FL 34471	352-671-9451
Terry M. Truex	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Stephen P. Truman	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800

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KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Peter T. Van Buskirk	Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Peter Van Rens	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
John D. Walker	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Natha C. Walnum	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Floyd C. Webb	Vice President	45 NE Loop 410, Suite 890, San Antonio, TX 78216	210-541-9166
Brian B. West	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
James E. West	Vice President	6130 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	925-398-4840
Thomas L. Whalen	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Erik J. Wilezek	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
William R. Wilhelm	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
David Wilson	Vice President	2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119	702-734-5666
Mark E. Wilson	Vice President	3675 Innovation Drive, Lakeland, FL 33812	863-701-8702
George E. Ellis	Regional Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Thomas W. Lemenager	Regional Vice President	3023 East Copper Point Drive, Suite 201, Meridian, ID 83642	208-350-7260
Carlos E. Maeda	Regional Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 120041-CB, Use Agreement for Water Treatment Chemicals for the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: KEMIRA WATER SOLUTIONS ($2,500,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,500,000
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
This agreement provides the Water Pollution Control Facility with the ability to purchase Ferric Chloride for its water treatment process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(m), Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this state.

PCC: C. Buford
POC: Nikolai Alex - (619) 450-6603

RECOMMENDATION:
That City Council approve award of Agreement No. 120041-CB, Use Agreement for Water Treatment Chemicals to Kemira Water Solutions in the amount of $2,500,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Agreement No. 120041-CB

USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and Kemira Water Solutions (herein the "Supplier"), having its principal office at 3211 Clinton Parkway, Suite 1, Lawrence, Kansas 66047.

RECITALS

WHEREAS, the Supplier and Originating Government Name (herein "Originating Government Name") have entered into that Contract dated August 21, 2006 (Bid No. 615-06) which provides for Ferric Chloride (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the Clark County Water Reclamation District; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto as Exhibit "A" (17 pages), and incorporated herein, except as stated in Exhibit "B" (4 page(s)), attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Agreement, and the City hereby agrees in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Agreement.

3. The Supplier Contract is based upon the estimated procurement figures of the Clark County Water Reclamation Water District. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements by the City under this Agreement are significantly greater than the estimated amounts in the Supplier Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the Clark County Water Reclamation District's failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the Clark County Water Reclamation District fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement and its use of the Supplier Contract for any reason whatsoever and such termination shall be effective ten (10) days after written notice is provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and the Clark county Water Reclamation District.

6. Any change or modification to the Supplier Contract between the Supplier and the Clark County Water Reclamation District shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Agreement.

7. Any notice or other communication given in connection with this Agreement shall be made in writing and either delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service, overnight courier service, or United Parcel Service to the following person and address:

FOR THE SUPPLIER: Kemira Water Solutions
Contract Administrator
3211 Clinton Parkway Suite #1
Lawrence, Kansas 66047
Fax #: (785) 842-2629

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

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

8. **Insurance** [CAO-1/12/09]

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

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

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

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

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

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801
Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

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

c) The Owner, its officers and employees shall be named as additional insured's and such notation shall appear on the certificate of insurance furnished by the Supplier's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The Owner requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Supplier, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Owner.

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

e) If the Supplier fails to carry the required insurance, the Owner may (i) order the Supplier to stop further performance hereunder, declare the Supplier in breach, pursuant to Exhibit "B", Paragraph 4 "Notice of Delay", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Supplier or charge the replacement insurance costs back to the Supplier.

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

g) The Supplier is encouraged to purchase any additional insurance as it deems necessary.

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

The policies required in Paragraph 8 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas

9. Unless the content indicates otherwise, the references in the Supplier Contract to the Clark County Water Reclamation District shall be understood and interpreted to refer to the City for purposes of this Agreement. In addition, any references in the Supplier Contract to the Board of Trustees shall be understood and interpreted to refer to the City of Las Vegas City Council for purposes of this Agreement.

10. 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this 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. Sylvain 10-26-11
Deputy City Attorney Date

KEMIRA WATER SOLUTIONS

~~H. SPENCER WOLFF, Director~~ Tammy Yergey
~~Sales Municipal & Industrial~~ Inside Sales manager
~~West Region U.S.A.~~

"Supplier"

EXHIBIT "A"

CLARK COUNTY WATER RECLAMATION DISTRICT

CLARK COUNTY, NEVADA

BID NO. 615-06



The "Clean Water Team"

FERRIC CHLORIDE

5857 E. FLAMINGO ROAD, LAS VEGAS, NEVADA 89122

ORIGINAL

GENERAL PROVISIONS
BID NO. 615-06
FERRIC CHLORIDE

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. TERMS

The term "Owner" as used throughout this document will mean the Clark County Water Reclamation District, Las Vegas, Nevada.

The term "BOT" as used throughout this document will mean the Board of Trustees.

The term "Purchasing" as used throughout this document will mean the Clark County Water Reclamation District, Purchasing and Contracts Department.

3. DESIGNATED CONTACTS

Any requests for procedural clarification or additional information regarding the submission of this Invitation to Bid shall be directed to Ms. Gail Karafa, Purchasing Analyst II, Purchasing and Contracts Department, 702-434-6611. Requests for technical information regarding this Invitation to Bid shall be directed to Mr. Bill Shepherd, Operations Manager, at 702-450-4417.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the BOT, or between a Bidder and a non-designated Owner contact, regarding this bid is prohibited from the time the bid is advertised until the time it is posted on an agenda for award of the contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected and/or considered for award by the BOT.

5. FEDERAL, STATE, LOCAL LAWS

All Bidders will comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

6. SECURITY AND SAFETY

All Bidders will comply with all local, state and national security and safety (OSHA) regulations applicable to the site of the work.

7. TAXES

The Owner is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-600-1074). A copy of the tax exempt letter is available by calling our Purchasing and Contracts Department at 434-6611. The price(s) bid must be net, exclusive of these taxes.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that it will not employ unauthorized aliens in the performance of this contract.

9. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between or among the provisions of this contract, such inconsistency or conflict shall be resolved by the following descending order of preference:

- Order-specific provisions which are typed or handwritten on the Purchase Order as additions to the pre-printed terms;
- Documents incorporated by reference on the face page(s) of the Purchase Order;
- These terms and conditions of Purchase, supplements, exhibits, tables and appendixes attached thereto;
- Scope of Services; and
- Specifications attached hereto or incorporated by reference.

In cases of ambiguity in the specifications/scope of services required herein, exhibits, appendixes or other documents included and incorporated under a this contract, the successful Bidder must, before proceeding, consult the Owner, whose written interpretation shall be final.

10. INDEMNITY

The successful Bidder agrees, by entering into this contract, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold Owner harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of the successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The successful Bidder shall indemnify, defend, and hold harmless the Owner for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

11. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders in written form from the Owner's designated contact (Purchasing and Contracts Department) as specified in this bid document. Owner is not bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

12. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the Owner may not be disclosed until the bid is recommended for award of a contract.

13. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary", or that contains materials so marked, may be returned to the Bidder and may not be considered for award.

14. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Department, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Confidential/Proprietary Information" clause in the General Provisions. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 434-6611 and request the Purchasing and Contracts Department to schedule your appointment.

15. PREPARATION OF FORMS

All bids will be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

16. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a minimum of 90 calendar days after the date of bid opening in order to allow the Owner sufficient time to evaluate and obtain BOT approval for award.

17. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

18. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked and identified as "Bid Document Enclosed" with the name and address of the Bidder and the bid number and title. Bidders are requested to submit 1 original and 1 copy of the Bid Form and 1 copy of all requested attachments unless otherwise specified. No responsibility will attach to the Owner, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped at 3:01 p.m. or after will be returned unopened to the Bidder. Use the black border RETURN LABEL attached to the yellow sheet for submittals. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

Deliver mailing for bids to: **HAND DELIVERY, US MAIL, EXPRESS DELIVERY (FED EX. OR UPS).**

Clark County Water Reclamation District

Attn: Finance Dept.

5857 East Flamingo

Las Vegas, Nevada 89122

Bid No. 615-06

Bid Name: FERRIC CHLORIDE

Bid Opening Date: AUGUST 23, 2006

Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid.

19. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.165 any evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

20. CONFLICT OF INTEREST

The successful Bidder warrants that, to the best of its knowledge and belief, there are no agreements or affiliation that could give rise to an organizational conflict of interest.

The Bidder agrees that, if after the effective date of this contract, it discovers an organizational conflict of interest with respect to the successful Bidder or the successful Bidder's performance hereunder, it shall make an immediate and full disclosure in writing to Owner. Such disclosure shall include a description of the action that the successful Bidder has taken or proposes to take to avoid, eliminate, or neutralize the conflict. The contract may be terminated by Owner in the event such conflict would not be in the best interest of Owner.

The successful Bidder further agrees that if a conflict of interest is identified prior to the execution of this contract, it will adequately avoid, eliminate, or neutralize the conflict in a manner satisfactory to Owner.

In the event the successful Bidder was aware of an organizational conflict of interest any time prior to or after the execution of this contract and intentionally did not disclose the conflict to Owner, the contract may be terminated for default, or Owner may invoke such other remedies as may be authorized by law.

21. WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Specialist in writing, or a bid release form has been properly filled out and submitted to the Purchasing and Contracts Department. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

No bids may be withdrawn for a period of 90 calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers during this period. The Bidder's offer will expire after 90 calendar days unless the offer is further extended in writing by the Bidder.

22. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract, and other objective and accountable factors which are reasonable. The Owner has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the contract but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, the Owner may re-award this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

23. REJECTION OF BID

Owner reserves the right to reject any and all bids received by reason of this request.

24. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

A. Failure to use the specified Bid Form furnished by the Owner.

B. Lack of signature by an authorized representative.

C. Failure to properly complete the Bid Form.

D. Evidence of collusion among Bidders.

E. Unauthorized alteration of the Bid Form.

Owner reserves the right to waive any minor informality or irregularity.

25. TIE-BIDS

A tie-bid is defined as an instance where bids are received from 2 or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and Owner can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the General Conditions. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

26. PROTESTS – CLARK COUNTY WATER RECLAMATION DISTRICT

A bidder who bids on a contract may file a notice of protest regarding the awarding of the contract with the Contracts Administrator within 5 business days after the bid opening date. The notice of protest must include a written statement setting forth with specificity the reasons the bidder filing the notice believes the applicable provisions of law were violated. A bidder filing a notice of protest may be required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

- Twenty-five percent of the total value of the bid submitted by the Bidder filing the notice of protest; or
- Two hundred fifty thousand dollars.

Owner will stay any award actions until after the Contracts Administrator has responded in writing to the protest. If the protestor is not satisfied with the response, protestor may then protest to the Owner BOT, who will render a final decision for the Owner. No bid protests will be heard by the BOT unless the bidder has followed the appeal process.

If the protest is upheld, the bond posted or other security submitted with the notice of protest will be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied will be returned to the protestor who posted the bond or submitted the security.

Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by the protestor in a bid process.

27. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 states that local governments and the State of Nevada may use the contracts of other local governments within Nevada, if approved by the successful Bidder. The local government that originally awarded the contract is not liable for the obligations of the local government which uses the contract.

28. DISCRIMINATION

The BOT is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The successful Bidder recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age or any other protected status, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

29. IMMUNITY FOR INCORRECT DATE GENERATION

The Owner, its officers and employees shall be immune for any breach of this contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the Owner, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

30. AUDITS

The performance of this contract by the successful Bidder is subject to review by the Owner to insure contract compliance. The successful Bidder agrees to provide the Owner any and all information requested that relates to the performance of this contract. All requests for information will be in writing to the successful Bidder. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and may be cause for suspension and/or termination of the contract.

31. ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of Owner and any sureties.

32. BIDDER NON-COMPLIANCE WITH CONTRACT

Successful Bidder's non-compliance with any requirement, term or condition contained in this contract may result in Owner:

- Terminating this contract, in whole or part, for convenience or cause;
- Withholding payments;
- Initiating suspension or debarment action against the Contractor; and
- Initiating other action, as appropriate.

In addition, successful Bidder non-compliance with any statutory requirement included in this contract, may result in the successful Bidder and its employees and subcontractors being (under national, state and/or local laws, statutes or regulations) fined and/or imprisoned, or incurring other sanctions.

33. TERMINATION FOR CONVENIENCE

Notwithstanding anything herein to the contrary, in the event that Owner terminates the contract, in whole or in part, at any time, the corresponding portion of this contract may be terminated for convenience by Owner by written notice stating the extent and the effective date, and such termination shall not constitute default. In the event of partial termination, the successful Bidder is not excused from performance of the non-terminated balance of work under the contract. The effective date will be at least thirty (30) days from the receipt of notice unless, an earlier date is mutually agreed upon by the parties.

In the event of termination for convenience by Owner, the successful Bidder shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Owner may take immediate possession of all work so performed upon written notice of termination to successful Bidder.

Successful Bidder's obligations, including but not limited to obligations under the warranty, proprietary rights, infringement, and indemnity against claims provisions of this contract, shall survive such termination.

In the event that the Owner elects to terminate the contract, the termination request will be submitted to the BOT (if the total award amount is more than $25,000) or the Purchasing and Contracts Department (if the award amount is $25,000 or less) for approval.

34. TERMINATION FOR CAUSE

a. Time is of the essence in performance of services under this contract. Owner may, by written notice of default to the successful Bidder, terminate this contract in whole or in part if the successful Bidder fails to:

   i. Deliver the supplies or to perform the services within the time specified in this contract or any extension,
   ii. Make progress, so as to endanger performance of this contract, or failure to provide adequate assurance of future performance,
   iii. Perform any of the other provisions of this contract, or
   iv. Meet its financial obligations to its employees, suppliers, and subcontractors.

b. Owner's right to terminate this contract under subparagraphs (ii) and (iii) above, may be exercised if the successful Bidder does not initiate and diligently pursue all reasonable efforts to cure such failure within ten (10) days (or more if authorized in writing by Owner Contracts Administrator) after receipt of the notice from Owner specifying the failure.

c. In the event of partial termination, successful Bidder is not excused from performance of the non-terminated balance of work under the contact.

d. In the event of successful Bidder's default hereunder, Owner may exercise any or all rights accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity.

35. LIQUIDATED DAMAGES – COMPLETION OF CONTRACT

In case of failure on the part of the successful Bidder to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of the Owner, the Bidder shall pay to the Owner, as liquidated damages, an amount up to $25,000 per calendar day. This sum shall be considered as reimbursement, in part, to the Owner for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from the successful Bidder or billed to the successful Bidder directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

GENERAL CONDITIONS
BID NO. 615-06
FERRIC CHLORIDE

1. METHOD OF AWARD

Award will be made by the BOT to the lowest responsive and responsible Bidder in aggregate contingent upon the submission of all requested documents after award within the timeliness specified, unless an extension is approved by the Owner. In the event that the total award amount is $25,000 or less, the Purchasing and Contracts Department may approve the award.

2. NOTICE OF AWARD

Award of this bid will be by the issuance of a purchase order(s). The contract shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the successful Bidder.

3. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions that the Bidders may have.

4. INITIAL TERM

The initial term of this contract shall be from October 1, 2006 through September 30, 2008.

5. CONTRACT RENEWAL

Owner reserves the option to renew this contract for an additional 4 one-year period(s) from its expiration date **with the option to increase up to fifteen (15%) percent annually for the renewal terms.**

6. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to 180 calendar days from its expiration date for any reason.

7. CONTRACT MANAGEMENT

a. For the work performed under the contract, a designated Owner technical representative will serve as the point of contact for the purposes of:

(1) Monitoring the Contractor's technical performance of assigned tasks.

(2) Preliminary determination of the acceptability of all reports and data specified for the respective tasks.

(3) Review and approval of cost/pricing estimates for prospective tasks in accordance with the contract provisions and as defined by the Statement of Work.

b. The successful Bidder will respond through the Owner's Procurement Representative for the following:

(1) Matters relating to prices, terms and conditions, quantities to be supplied, delivery schedule and financial adjustments.

(2) Agreements between the parties, which by their nature effect a change to the contract, shall only be binding upon the parties when such agreements or actions are specifically authorized in writing by the Owner's Procurement Representative.

(3) All correspondence and communications, pertaining to this contract, between Owner and the successful Bidder shall be directed to Owner's Procurement Representative.

c. No such direction, guidance, suggestion, or order of Owner shall be binding upon Owner and shall not be the basis of any claim or entitle the successful Bidder to an equitable adjustment unless approved in advance by Owner's Procurement Representative.

8. POINT OF CONTACT

Owner's Contracts Administrator and/or Procurement representative are the only designated point of contacts regarding changes/modification in work scope, payment and price changes. Any technical inquiries are to be directed to the Owner's Operations representative(s).

9. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has obtained all information and responses relevant to the services requested herein and familiarized itself with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

10. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the obtained time of bid opening may be cause to reject the entire bid.

11. ADDITIONAL BID SUBMITTALS

Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with the Bidders Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

12. FISCAL FUNDING OUT

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If Owner does not allocate funds to continue the purchase of the product and/or service, this contract shall be terminated when appropriated funds expire.

13. DELIVERY REQUIREMENTS

- NOTICE OF DELIVERY

  Owner shall be given three (3) calendar day(s) notice prior to delivery. Notify Plant Operations at (702) 450-4450.

- LOCATION AND HOURS Deliveries shall be made to the Clark County Water Reclamation District (CCWRD), 6000 E. Rochelle Avenue, Las Vegas, NV 89122, Monday through Friday, Saturdays by exception (excluding Owner's holidays), between the hours of 6:00 a.m. to 4:00 p.m. Weekend deliveries must be agreed upon, in advance by authorized personnel. **See Specification No. 4.**

- MAXIMUM DELIVERY TIMEMaximum delivery time is **five (5) calendar day(s)** from date order(s) is placed. Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and may be cause for rejection. **Time is of the essence and failure to meet the delivery time specified herein shall constitute a breach of contract.**

- FORCE MAJEURE

  The successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The successful Bidder shall provide Owner satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

- F.O.B. DESTINATION - FREIGHT PRE-PAID

  The successful Bidder shall pay all freight charges. The successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to the Owner's destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

- PARTIAL SHIPMENTS

  Partial shipments will not be permitted.

- FAILURE TO DELIVER

  In the event that the successful Bidder fails to deliver the product and/or service in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or temporarily procure the product and/or service from another supplier. If the product and/or service are procured from another supplier, the successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier.

- DAMAGED OR DEFECTIVE PRODUCTS

  The successful Bidder shall replace, at no cost to the Owner, damaged or defective products within three (3) calendar days after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall pay the Owner any difference between the bid price and the price paid to the other supplier.

- SUBMITTAL OF USAGE REPORTS

  The successful Bidder shall submit a semi-annual usage report within ten (10) calendar days after the end of the specified period. The report shall list all items purchased by Owner for the period, including all specified and non-specified bid items. The report shall be submitted in duplicate to the designated contacts as identified in this document. The report shall list the manufacturer's part number, description, and quantity purchased for the period.

14. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

15. PURCHASE ORDERS

The Purchasing and Contracts Department will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

16. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

All invoices should include the following information:

A. Company Name;

B. Complete Address (including street, city, state, and zip code);

C. Telephone Number;

D. CCWRD Employee Name;

E. Sample description as listed on the chain of custody (COC);

F. Analyses (number and type/method) performed and the unit rate for each analysis (including dates of samples analyses, Reference Specification No. 2, Page 16.

G. **Clark County Water Reclamation District Purchase Order Number and Site Location (example – Solids Bldg., Headworks, AWT;**

H. Company's Tax Identification Number;

I. Itemized pricing and total amount due (excluding Sales and Use Tax);

J. Percentage Discounts/ Payment Terms (if offered); and

K. Company's Invoice Number.

The successful Bidder is responsible to insure that all invoices submitted for payment are completed with the above information and in strict accordance with the price(s) offered on the Bid Form. Owner reserves the right to return invoices "unpaid" with insufficient information. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible in responding to future invitations to bid.

17. INVOICE AUDITS

The successful Bidder shall provide to the Owner, within 14 calendar days of the Owner's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the successful Bidder's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by the Owner's using department(s) and Internal Audit Department. Discrepancies found in the report will require the successful Bidder to update the report no later than 7 calendar days after notification by the Owner. In the event that the successful Bidder undercharged the Owner, the Owner shall reimburse the successful Bidder within 14 calendar days. In the event that the successful Bidder overcharged the Owner, the successful Bidder shall reimburse the Owner within 14 calendar days. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

18. ESCALATION

Fixed Price:

During the life of this contract, there may be a general published price change. In the event of a decrease, Owner shall receive the benefit of this change. In the event of an increase, Owner may allow, upon presentation of suitable proof and thirty (30) calendar days advance written notification, an increase over bid price. Increases will apply only to products and/or services affected by an increase in a raw material, labor, or another like cost factor. No increase shall be allowed earlier than three hundred sixty-five (365) calendar days from the date of contract award, including thirty (30) calendar days advance written notification, or at a later date as designated by the successful Bidder. Price increases shall not be retroactive. All written escalation requests should be sent to all of the Owner's designated contacts as specified in this bid document. Only one (1) written escalation request(s) will be accepted from the successful Bidder on an annual basis.

19. ETHICAL BEHAVIOR

Notwithstanding the successful Bidder's obligation to comply with all requirements, terms and conditions contained in this contract, the successful Bidder is encouraged to conduct an ongoing program to ensure the successful Bidder and its subcontractor employees are aware of, understand and practice ethical behavior and conduct themselves in an unbiased and objective manner. Situations may arise where employees of the successful Bidder, or subcontractor employees may review documentation, participate in discussions, help execute actions or otherwise exert influence on decisions which could involve competitors. In such situations, involved successful Bidder or subcontractor employees shall refrain from making any statement or taking action which could be construed as demonstrating bias against a competitor.

20. PRICING

Successful Bidder represents and warrants to Owner that prices offered fairly reflect market cost savings resulting from this Agreement and that such prices or discounts are reasonably available to all other purchasers of services of like grade, quality and quantity.

21. COMPLIANCE WITH LAW

- Successful Bidder warrants that the materials to be furnished and the services to be rendered under this contract shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations and in compliance with applicable international prohibitions on child labor. Successful Bidder certifies that with respect to the production of the articles and/or the performance of the services covered by this contract, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.

- Successful Bidder warrants that all equipment and materials delivered under this contract are in accordance with the latest OSHA requirements.

- Successful Bidder warrants that in the performance of this contract, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; and

- Successful Bidder further agrees to save Owner harmless from any loss, damage, fine, penalty, or expense whatsoever that Owner may suffer as a result of Contractor's failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this contract.

22. VENDOR'S STOCK

The successful Bidder shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

23. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to Owner must be provided by the successful Bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

24. NO SUBSTITUTE

"No Substitute" means there is only one brand name product that is acceptable to perform the function required by the using department.

25. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

26. TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by the Bidder to the Owner if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, 14 Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within 14 calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

Terms of Payment: 0%, 30 Calendar Days.

No payment discount is offered and payment is due within 30 calendar days of delivery of product and/or service and receipt of a completed invoice.

No prompt payment discount will be considered by the Owner in the bid evaluation process unless the discount period offered by the Bidder is 14 calendar days or more.

SPECIAL CONDITIONS
BID NO. 615-06
FERRIC CHLORIDE

1. CHARACTERISTICS

The Ferric Chloride shall be suitable for use in flocculation of wastewater to improve suspended solids and phosphorus removal. The Ferric Chloride will be delivered in solution and shall have a minimum concentration of 38% and a maximum concentration of 47%. Ferric Chloride not complying with these stated specifications shall be cause for rejection. In any event, the General Manager of the Clark County Water Reclamation District shall make the final judgment in disagreements between the vendor and the Clark County Water Reclamation District. Shipments of Ferric Chloride which have excessive sediments shall be subject to rejection.

2. SAFETY

The successful bidder shall comply with all safety regulations of the State of Nevada and other governing agencies concerned with the delivery of Ferric Chloride within the State of Nevada. The Contractor shall be responsible for any losses, damage, claims or suits arising from accidental happenings or negligence on behalf of its delivering agent or subcontractor. **The successful bidder will conduct one safety training session or provide video training material regarding the safe handling of Ferric Chloride for the Clark County Water Reclamation District employees on an annual basis.**

3. SAMPLES FOR TESTING

The successful bidder shall have sampling containers available for random sampling as requested at the time of delivery.

4 TESTING

The successful bidder, within seven (7) calendar days of contract award, must provide the Owner for its approval a written statement of the methodology which it uses to determine the chemical content of shipments. Any analytical technique conforming to ASTM standards will be acceptable. Thereafter, using this methodology, the successful bidder will test every lot supplied prior to delivery. **Quarterly, the successful bidder will provide a copy of the test results on each lot inclusive of the impurities indicated in Specification No. 1D when delivered to the Owner.**

5. PAYMENT & EXAMPLE

Payment of supplier invoices will be based on the dry weight of Ferric Chloride delivered. Dry weight is calculated by multiplying the percent (%) of Ferric in solution by the shipment weight.

For example:
Bid Price $278/Dry Ton
Shipment of 56,000 pounds or 28 Ton wet delivered weight
Ferric Strength 42%

The invoice price would be calculated:

28 wet tons x 0.42 = 11.76 dry tons @ $287/dry ton = $3,375.12

Random Samples will be taken from tanker deliveries to confirm compliance for strength and clarity.

6. MATERIAL SAFETY DATA SHEETS

Prior to delivery, the Successful Bidder shall provide the Owner with current Material Safety Data Sheets for all hazardous materials and products procured for this contract along with their website information.

7. OFF LOADING

The successful bidder shall furnish the necessary chemical unloading apparatus; i.e., hose with fittings to be compatible with Owner's equipment.

8. CLEAN OUT/UP

The successful bidder of Ferric Chloride shall make certain that the Ferric delivery trucks ARE NOT washed out within the Owner's property. The successful bidder will be responsible for any spillage caused by accident or negligence.

Changed Price 8-21-06 5:30 PM

INVITATION TO BID

BID NO. 615-06
FERRIC CHLORIDE

CLARK COUNTY WATER RECLAMATION DISTRICT

This bid is submitted in response to the Owner's Invitation to Bid and is in accordance with all conditions and specifications in this document.

Item No.	Description	Unit of Purchase	Estimated Annual Quantity	Unit Price	Extended Total
1	Ferric Chloride, as specified herein Manufacturer: Kemiron Product Stock No. _____	Ton (dry basis)	5,000	~~24~~ $429.90 ~~$439.90~~ does not include tax	~~24~~ $2,149,500.00 ~~$2,199,500.00~~

DELIVERY:

2-3 calendar days (Maximum calendar days)

TERMS OF PAYMENT:

0 %, Net 30 calendar days.

ATTACHMENTS TO BID FORM

1. A copy of the product's printed specifications advertising literature or catalogs as specified are attached.

2. Copies of the Technical Specification pages showing conformance to or variations from the specifications are attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. _____, dated _____ Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.

SIGNATURE OF BIDDER	Kemiron Companies, Inc. LEGAL NAME OF FIRM
Tammy Vergey NAME OF BIDDER (PRINT OR TYPE)	3211 Clinton Pkwy Ct. ADDRESS OF FIRM
(800) 879-6353 PHONE NUMBER OF BIDDER	Lawrence KS 66047 CITY STATE, ZIP
(785) 842-3150 FAX NUMBER OF BIDDER	August 21, 2006 DATE

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☑ LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

TECHNICAL SPECIFICATIONS
BID NO. 615-05
FERRIC CHLORIDE

Kemiron Companies
Name of Firm Inc.

INTENT:

It is the intent of these specifications to provide an Annual Requirements Contract for Ferric Chloride that will conform to the specifications, and be suitable for continuous use by the Owner.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed the ones listed below, the most recent specifications shall supersede and be furnished by the Bidder.

BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING ANY VARIANCES IN THE SPECIFICATION. OWNER RESERVES THE RIGHT TO ACCEPT AND/OR REJECT ANY AND ALL VARIANCES MADE TO THE SPECIFICIATIONS. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.

SPECIFICATION NO. 1	
INTENT	
Scope: The intent of this solicitation is to procure an estimated annual quantity of 5,000 dry tons (100% basis) Ferric Chloride. The Ferric Chloride will be delivered in the form of a "bulk" liquid containing between 34% and 47% $FeCl_3$	No Variance
REQUIREMENTS	
A. Description:	
The Ferric Chloride provided must be the primary product of a chemical reaction between hydrochloric acid, chlorine and iron ore. Use of by products generated from the production of other materials (such as titanium dioxide) is expressly prohibited under this specification. It shall be provided as a liquid and contain no substance, either in solution or suspension, capable of producing a deleterious or injurious effect upon public health water quality or bio-solids quality, treated with the material.	No Variance
The Ferric Chloride provided shall meet the current version of the American Water Works Associations Standard ANSI/AWWA B407-93 for liquid ferric chloride, be approved for potable water treatment and be tested and certified to met the American National Standards Institute/National Sanitation Foundation Standard 60 for Drinking Water Chemicals – Health Effects.	No Variance
B. Physical:	
The Ferric Chloride provided shall be red-brown clear, such that the reading of rotameter type flow measuring devices can be done without difficulty. Suspended material shall not exceed 0.05% by weight or volume. Specific gravity of liquid shall be 1.40 +/- .02 at 25 degrees Celsius. Dissolved solids content of the liquid provided shall be such that no gross solidification will occur at four (4) degrees Celsius for twenty-four (24) hours ambient temperatures in Clark County, Nevada.	No Variance
C. Chemical Composition	
The Ferric Chloride, as delivered, shall not be in a solution of not less than 34% but not more than 47% $FeCl_3$ by weight. The total iron as ferrous shall not exceed 0.5%. The free acid as hydrochloric shall not exceed 0.5%.	No Variance

SPECIFICATION NO. 2

ANALYSIS & SAMPLING

A. Analysis

The bidder shall submit with their bid a certified chemical analysis performed on a representative sample of the $FeCl_3$ that the bidder proposes to furnish. If the bidder proposes to furnish $FeCl_3$ produced by more than one manufacturer, the bidder must submit an analysis for each manufacturer. For each analysis submitted, the bidder shall identify the manufacturer and plant location, and list the source for raw materials used to produce the $FeCl_3$ including the supplier name and location. All analyses shall be performed per the section titled "Testing Methods" of the American Water Works Association (AWWA) Standards for Ferric Chloride.

No variance

The following information shall be provided to the Owner from one load of Ferric Chloride delivered each quarter. Data is to be reported to the Owner within one (1) month after the load is delivered by the successful bidder. Throughout the life of this contract, the Owner reserves the right to order this information on an as needed basis.

No variance

- Production lot number
- Delivery Date
- All Impurities listed in Specification No. 1D
- Source of water used to prepare the Ferric Chloride
- Source of water used to perform any subsequent dilution's of the Ferric Chloride prior to delivery to the Owner
- Cadmium, mg Cd/L
- Chromium, mg Cr/L
- Mercury, mg Hg/L
- Molybdenum, mg Mo/L
- Perchlorate concentration in the water used to prepare lots specified.
  The detection limit for Perchlorate analysis shall be adequate to determine the compliance with the specifications.

B. Sampling

Sampling a shipment of $FeCl_3$ for analysis in case of possible chemical or physical anomalies, shall be conducted to comply with the section entitled "Testing Methods" of the AWWA Standards on a random basis.

No variance

C. Delivered Sample

A sample may be required from the successful bidder. Upon receipt of a written request, within five (5) calendar days, the bidder shall provide one (1) sample of a 1,000 ml and one (1) copy of analysis for each proposed manufacturer. All samples are to be labeled: "Sample Bid No. 615-06 – Ferric Chloride" and identify the manufacturer and manufacturer's plant location.

No variance

Location for shipping the samples is as follows:

Clark County Water Reclamation District
Attn: Gail Karafa, Bid Sample for Bid No. 615-06
6000 E. Rochelle Avenue
Las Vegas, NV 89122

Thereafter, throughout the life of the contract, the Owner has the right to request samples.

SPECIFICATION NO. 3

D. Contamination

The delivery truck must on be used to transport Ferric Chloride or be washed out prior to loading Ferric Chloride. The tank truck container shall be carefully inspected by the successful bidder to ensure freedom from contaminant material prior to loading of the Ferric Chloride supplied under these specifications.

No Variance

Impurities shall not exceed the levels set forth in the following table:

No Variance

IMPURITY	IMPURITY LEVEL mg/L or ppm
Arsenic	80
Cadmium	30
Chromium	80
Lead	80
Mercury	3
Molybdenum	20
Perchlorate	less than 20 ppb
Selenium	20
Silver	80

SPECIFICATION NO. 4

REJECTION OF MATERIAL

The Owner reserves the right to test samples collected during delivery to ensure that the Ferric Chloride meets the specifications herein. If, in the opinion of the Owner, there is a necessity to remove Ferric Chloride, it shall be the successful bidder's responsibility to remove and replace all Ferric Chloride contaminated as a result of the defective material being delivered. This shall be done within twenty four (24) hours of being notified. Otherwise, the Owner shall remove the Ferric Chloride and the cost of removal and disposal shall be billed to the successful bidder. No charges will be made for delivered material that is rejected for non-conformance to specifications.

No Variance

SPECIFICATION NO. 5

DELIVERIES

Tank truck deliveries of Ferric Chloride shall be made to the Clark County Water Reclamation District, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. All such deliveries shall be made in twenty (20) ton lots. The successful bidder will be notified by an authorized District representative either by telephone or via facsimile five (5) calendar days prior to delivery and/or on a pre-determined scheduled. An example of a pre-determined delivery : One truck/tanker every three days including weekends.

No variance

Delivery times are between the hours of 6:00 am – 4:00 pm, Monday through Friday, and weekends by exception. The Owner shall be given three (3) calendar days notice of required delivery date and the delivery must be made no later than one (1) calendar day after the required delivery date. Note: In case of an emergency, the successful bidder may be asked for a quicker response time on delivery.

The Ferric Chloride shall be as "bulk" liquid in delivery quantities of approximately 50,000 lbs containers for deliveries to the Clark County Water Reclamation District. Each delivery shall be accompanied by a certified weight slip, material safety data sheet (MSDS) and a certificate of analysis.

Certificate of Analysis: It is the successful bidders responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the Owner. The certificate shall be signed by an employee of the vendor and specify the following information to the Owner:

- Production lot number
- Percent by weight – total iron
- Percent by weight – ferric iron
- Percent by weight – ferrous iron
- Percent free hydrochloric acid
- Liquid specific gravity
- Date of analysis
- Date of manufacture

No deliveries will be accepted by the Owner unless accompanied by a Material Compliance Certificate of Analysis for the specific batch or lot of chemical delivered and the specifications listed above are met.

Sampling and testing shall be conducted in accordance with the AWWA:ANSI and ASTM specifications.

Charges for the certificate of analysis shall be included in the bid price. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load.

A sample of the delivered product may be collected by the Owner's representative at the time of delivery. The samples may be used to verify the certificate of analysis and determine compliance with these specifications.

Failure to provide reliable, analytical data constitutes breach of contract.

Raw Materials include:

Chlorine & HCl – US Magnesium
438 N. 2200 West
Salt Lake City, UT 84116-2921

Iron Ore – Mineleo, Inc.
2020 Scripps Center
Cincinnati, OH 45202

Scrap Iron – USS Posco
900 Loveridge Rd
Pittsburg, CA 94565

Manufacturing facility = Kemmag
% US Magnesium

EXHIBIT "B"

TERMS AND CONDITIONS

1. Invoices

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

Invoices received without a valid purchase order will be returned unpaid. Upon acceptance of the goods or services by the Owner and reconciliation of all errors, corrections, and credits, payment will be made within thirty (30) calendar days. Invoices for partial shipments must only include items actually sent in the partial shipments.

2. Purchase Order Annual Requirements Contract

a) The Owner will issue a Purchase Order subsequent to award of a Contract, and will issue Purchase Order Releases as actual requirements arise. These purchase orders are further defined below.

b) The following definitions will apply to any Contract awarded as a result of this Bid:

i) *"Blanket Purchase Order"* means a document which contemplates the ordering of goods in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods that may be ordered by the Owner from the Successful Bidder. Issuance of a Blanket Purchase Order does not obligate the Owner to the purchase of any goods or services. A Blanket Purchase Order will be identified as such on the face of the Purchase Order, and will reference the Bid number.

ii) *"Purchase Order Release"* (or *"Release"*) means a single order issued by the Owner against a Blanket Purchase Order, which orders a specific quantity of goods, and commits the Owner to pay for those goods or services upon delivery and acceptance. A Release is identified by the original Blanket Purchase Order number, followed by a hyphen ("-") and a sequential number.

3. Delivery Location

Goods are to be delivered F.O.B. Destination, Las Vegas to:

City of Las Vegas Water Pollution Control Facility
6005 East Vegas Valley Drive
Las Vegas, Nevada 89142

4. Notice of Delay [CAO-7/24/08]

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

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

5. Security Requirements

a) The Company shall comply with all security requirements governing access to, and operations at the WPCF, including any new requirements that may be imposed during the term of the Contract. The City shall provide reasonable notification to the Company of any changes and shall work with the Company to minimize any disruption to services if security requirements change.

b) The Company shall provide a completed Security Measure form as provided in Exhibit "C" with each delivery.

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

a) In addition to the insurance requirements set forth in Paragraph 3.8 "Insurance", the Supplier shall protect, indemnify and hold harmless the Owner, its officers, employees, agents, and consultants (collectively herein the "Owner") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the Owner, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Supplier, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the Owner.

b) If a third party claim against the Owner for negligent performance by the Supplier is within the limits of its liability insurance and the insurance Supplier has accepted the Owner's tender of defense, then the Owner will pay the Supplier what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the Owner, for its protection, may retain any money due and owing the Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the Owner.

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

7. Audit of Records [CAO-8/5/08]

a) The Supplier 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 Supplier goes out of business, the Supplier shall forward the books and records to the Owner to be retained by the Owner for the period of time required herein.

b) The Owner, 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 Supplier pertaining to the performance of this Contract during normal business hours. The Owner will provide prior written notice to the Supplier of the audit and inspection. If the books and records are not located within Clark County, the Supplier

agrees to deliver them to the Owner, or to the address, designated by the Owner, within Clark County. In lieu of such delivery, the Supplier may elect to reimburse the Owner for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Supplier's office. If the books and records provided to the Owner are incomplete, the Supplier agrees to remedy the deficiency after written notice thereof from the Owner, and to reimburse the Owner for any additional costs associated therewith including, without limitation, having to revisit the Supplier's office. The Supplier's failure to remedy the deficiency shall constitute a material breach of this Contract. The Owner 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 Owner or the Owner's designated representative(s) finds the dollar liability is less than payments made by the Owner to the Supplier, the Supplier agrees that the difference shall be either: (a) repaid immediately by the Supplier to the Owner or (b) at the Owner's option, credited against any future billings due the Supplier.

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PRICING SCHEDULE

Item No.	Description	Unit of Measure	Unit Cost
1.	Dry Ferric Chloride Solution , 30-37% (Edgemoor – PIX-116)	Pound	$ 0.2895
2.	Dry Ferric Chloride Solution, 37-42% (Mojave – PIX-311)	Pound	$ 0.3140

Contract Amount: $2,500,000.00

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EXHIBIT "C"

SECURITY MEASURE FORM

WATER POLLUTION CONTROL FACITLITY
CITY OF LAS VEGAS ENVIRONMENTAL DIVISION

Delivery Site: Plant #1 – Main Facility
6005 East Vegas Valley Drive
Las Vegas, Nevada 89142

Order Date:	
Product:	
Truck Line:	
Delivery Date:	
Delivery Time:	
Driver's Name:	
Driver's License Number:	
Trailer License Plate Number:	
Seal Number:	
Bill of Lading Number:	

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve the contract with Standard Insurance Company as the City's short-term disability plan provider; effective January 1, 2012 ($94,000 - Self Insurance Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $94,000
Funding Source: Self Insurance Internal Service Fund
Dept./Division: Human Resources / Risk Management, Compensation and Benefits

PURPOSE/BACKGROUND:
As of January 1, 2012, in an effort to reduce the city's liability for accrued sick leave, the Executive/Appointive sick leave program will be revised to reduce the maximum number of hours that can be accrued. To ensure that this reduction in sick leave accrual does not negatively affect employees whose health requires extended leave, the city has chosen to purchase a fully-insured short-term disability (STD) policy. This policy will provide income protection at 70% of salary if an employee becomes disabled due to illness or injury, and is unable to work. Benefits will commence following a disability period of 14 days and will cease at 90 days, or before, if the individual is able to return to work. The plan will permit employees to utilize accumulated sick days to supplement the 70% benefit, up to 100% of pre-disability earnings. Placement with Standard Insurance, our long-term disability carrier, will facilitate the transition to long-term disability when an employee's absence exceeds 90 days.

RECOMMENDATION:
Approval to contract with Standard Insurance Company for short-term disability coverage for Executive and Appointive employees, effective January 1, 2012.

BACKUP DOCUMENTATION:
Lockton Short Term Disability Plan Memo date November 14, 2011

MEMO

DATE: November 14, 2011

TO: Vicki Robinson
City of Las Vegas

FROM: Tanna Prince

SUBJECT: Insured Short-Term Disability Plan for Appointed Employees

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As discussed, the City has decided to freeze sick pay accumulations for appointed employees as of December 31, 2011 and to replace the current sick pay plan with an insured short-term disability (STD) plan. The STD plan will pay a 70% income replacement benefit for up to 90 days. Benefits will begin on the 15th day of disability. In addition, the City wants to allow employees to supplement the 70% STD benefit with accumulated sick pay benefits up to 100% of pre-disability earnings.

As a rule, we prefer to place short-term disability and long-term disability plans with one carrier for several reasons:

- Transition from short-term to long-term disability is automatic when both plans are administered by the same company. This eliminates claim payment delays and employees (and the employer) are spared redundant paperwork requirements for two separate claim filings.

- Claim determinations are based on consistent standards.

- Typically, we get the most competitive rates for both plans when they are bundled.

Insurance companies typically prefer to cap STD benefits from all sources to no more than 70% of pre-disability earnings in order to preserve motivation to return to work. However, public sector plans tend to have slightly more generous levels, so it was important to work with a carrier that has significant public sector experience.

Based on these reasons, we approached Standard Insurance, the inforce long-term disability (LTD) carrier to provide a quote on the City's preferred STD plan design. In addition, we have significant negotiating leverage with Standard because Standard also insures the City's group life and voluntary life plans.

We did approach two other major disability carriers to gauge their interest in quoting on the STD plan. Neither carrier was willing to quote the plan on a stand-alone basis. In order to quote, both wanted to quote on a bundled package of STD, LTD and group life insurance. As you know, rates for the LTD and group life plans are guaranteed until 2013 and there is no need to rebid them at this time.

Therefore, we recommend placing the new STD plan with Standard. We will package the STD plan with the LTD and group life plans when they are up for renewal in 2013.

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve to create one regular full-time Legal Technician position in the Criminal Division of the City Attorney's Office ($35,898.46 + benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $35,898.46
Funding Source: General Fund
Dept./Division: Office of the City Attorney/Criminal

PURPOSE/BACKGROUND:
In 2004, the Office of the City Attorney realigned support staff under the classification of the Office Specialist to the specifically created Legal Technician series. This was done due to the limitations and inadequate essential duties under the Office Specialist series job descriptions. There is a strong need for an additional full-time Legal Technician because of a heavy case workload. Deadlines have been missed and cases have been lost due to the limited staff. By creating another position, the City Attorney's Office can fill it with an individual that can significantly impact with the workload.

RECOMMENDATION:
Approve the creation of one regular full-time Legal Technician position in the Criminal Division of the City Attorney's Office.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a License Agreement with Option between the City of Las Vegas and Cricket Communications, Inc. for a wireless communications system located at 6200 Hargrove Avenue, commonly known as the Mirabelli Community Center - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
Cricket Communications will install a wireless communications system and collocate on an existing Verizon Tower. Cricket will pay to the City a fee in the amount of $1,000 during their option period. The monthly rent will start at $500 with an annual rent increase of three percent. The initial term is for five years with three additional terms of five years each.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
License Agreement with Option

LICENSE AGREEMENT WITH OPTION BETWEEN CITY OF LAS VEGAS AND CRICKET COMMUNICATIONS, INC.

This License Agreement with Option (hereinafter "Agreement") is made this _____ day of _____, 2011 ("Effective Date"), by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and Cricket Communications, Inc., a Delaware corporation (hereinafter "Licensee"). City and Licensee are sometimes referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, City owns real property located within the boundaries of 6200 Hargrove Avenue, Las Vegas, County of Clark, Nevada and generally located in the area bounded by Hargrove Avenue and Elton Avenue, depicted on the Site Map attached hereto as **Exhibit A** ("Property"); and

WHEREAS, Licensee desires to install a Wireless Communications System (as defined below) and to collocate on an existing Verizon Tower (as defined below) on a portion of the Property consisting of an area approximately seven feet in length and eight feet in width and a total area of fifty-six square feet ("Premises"), depicted on the Site Map attached hereto as **Exhibit A**; and

WHEREAS, City determined that entering into an Agreement with Licensee to install a Wireless Communications System on the Premises under the terms and conditions contained herein will not interfere with the public's existing use of the Property and will benefit the citizens of the City.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1
DEFINITIONS

1.1. DEFINITIONS. Unless otherwise defined herein, the capitalized terms used herein shall have meanings ascribed in this Section 1.1:

"*Additional Insureds*" shall have the meaning set forth in Section 8.1.

"*Additional Option Fee*" shall have the meaning set forth in Section 2.1.

"*Applicable Laws*" shall have the meaning set forth in Section 5.3.

"*Backhaul Network*" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network.

"*Casualty*" means a fire, earthquake, or other circumstance commonly referred to as an Act of God and which is outside the reasonable control of the Parties to this Agreement.

"*Commencement Date*" shall have the meaning as set forth in Section 3.2.1.

"*Covered Hazardous Substance*" shall have the meaning as set forth in Section 5.4.1.

"*COW*" or "*Cell on Wheels*" means a mobile cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck or trailer designated to be part of a cellular network.

"*Easements*" shall have the meaning as set forth in Section 6.3.

"*Environmental Laws*" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Materials.

"*FCC*" means the Federal Communications Commission or its legally appointed successor.

"*Governmental Approvals*" shall have the meaning set forth in Section 2.2.

"*Governmental Authority*" or "*Governmental Authorities*" means (i) the United States of America, the State of Nevada, City, County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Property (or any portion thereof), as applicable, and (ii) any public utility or private entity which will be accepting and/or approving design and/or construction of any element of the Wireless Communications System on the Property.

"*Hazardous Materials*" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

"*Holding Over Term*" shall have the meaning set forth in Section 3.3

"*Initial Term*" shall have the meaning set forth in Section 3.2.1.

"*License Fee*" shall have the meaning set forth in Section 4.1.1.

"*Licensee's Improvements*" shall have the meaning set forth in Section 6.1.

"*Manager*" means the City Manager or his/her designee.

"*Mortgagees*" shall have the meaning set forth in Section 7.1.

"*New Premises*" shall have the meaning set forth in Section 6.1.2.

"*Option*" shall have the meaning set forth in Section 2.1.

"*Option Fee*" shall have the meaning as set forth in Section 2.1.

"*Option Period*" shall have the meaning as set forth in Section 2.1.

"*Premises*" shall have the meaning set forth in the second Recital above.

"*Property*" shall have the meaning set forth in the first Recital above.

"*Relocation Work*" shall have the meaning set forth in Section 6.1.2.

"*Renewal Term*" shall have the meaning set forth in Section 3.2.2.

"*Utility Relocation Costs*" shall have the meaning set forth in Section 6.1.2.

"*Verizon Tower*" shall have the meaning set forth in Section 6.1.

"*Wireless Communications System*" shall have the meaning set forth in Section 5.1.

SECTION 2
OPTION TO LICENSE

2.1 Option to License. In consideration of the payment of One Thousand Dollars and No Cents ($1,000.00) ("Option Fee") by Licensee to City, City hereby grants to Licensee an option to lease Premises., on the terms and conditions set forth herein ("Option"). The Option shall be for an initial term of six months, commencing on the Effective Date (the "Option Period"). The Option Period may be extended by Licensee for an additional six months upon written notice to City and payment of the sum of One Thousand Dollars and No Cents ($1,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

2.2 Option Period. During the Option Period and any extension thereof, and during the Term (as defined below), City agrees to cooperate with Licensee in obtaining, at Licensee's expense but without any change to the terms of this Agreement, all licenses and permits or authorizations required for Licensee's use of the Premises from all applicable Government Authorities, including, without limitation, zoning and land use authorities, and the FCC (collectively, "Governmental Approvals"), including appointing Licensee as agent for all land use and zoning permit applications, and City agrees to cooperate with and to allow Licensee, at no cost to City, to obtain a title report, zoning approvals and variances, land-use and building permits and City expressly grants to Licensee a right of access to the Property and Premises to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property and Premises, including, without limitation, the right to conduct and prepare a Phase One environmental assessment and/or baseline environmental assessment of the Property and Premises, or equivalent as permitted by applicable Federal or state law, necessary to determine that Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Licensee may not change the zoning classification of the Property or offer, agree to or accept any Government Approvals in conflict with or which require any alteration or modification of the terms of this Lease without first obtaining City's written consent. During the Option Period and any extension thereof, Licensee may exercise the Option by so notifying City in writing.

SECTION 3
DEMISE OF PREMISES TERM

3.1 Premises. If Licensee exercises the Option, then, subject to the terms and conditions set forth herein, City hereby grants a license to Licensee to use of the Premises for the placement of the Licensee's Improvements (as defined below), together with easements for access and utilities as set forth in Section 6.3 as set forth in **Exhibit B** and subject to the terms and conditions herein contained.

3.2 Term.

3.2.1 The initial term of this Agreement is five (5) years ("Initial Term"). The Initial Term shall commence on the date of the exercise of the Option ("Commencement Date") and terminate at midnight on the last day of the Initial Term.

3.2.2 Licensee shall have the right to renew this Agreement for three (3) additional terms of five (5) years (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This License shall automatically renew for each successive Renewal Term

unless Licensee notifies City, in writing, of Licensee's intention not to renew this License, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

3.3 Holding Over Term. Any holding over by Licensee after the expiration of the Initial Term or any Renewal Term, with the consent of City, shall be construed to be a tenancy from month to month on the terms and conditions herein set forth ("Holding Over Term"), except that the License Fee during any Holding Over Term shall be at twice the amount of the License Fee that was due prior to the Holding Over Term. This Section shall not be construed as authorizing a holding over by Licensee.

3.4 Term, as used in this Agreement, shall collectively refer to the Initial Term, Renewal Term and any Holding Over Term.

SECTION 4
LICENSE FEE

4.1 License Fee.

4.1.1 License shall pay to City Five Hundred Dollars and No Cents ($500.00) per month paid monthly, in advance, for the first year of the Initial Term of this Agreement ("License Fee"). The first monthly License Fee payment shall be due within fifteen (15) days of the Commencement Date and on the first day of each month thereafter. If the License Fee is not paid by the fifteenth of the month, the License Fee shall be considered late and City may charge a late fee equal to five percent (5%) of the amount due.

4.1.2 Beginning with the second year of this Agreement and every year thereafter, including during any Renewal Term, the then-current monthly License Fee shall be adjusted by multiplying the immediately preceding term, for which the License Fee has remained constant for the year, by three percent (3%).

SECTION 5
USE OF PREMISES

5.1 Permitted Use. The Premises may be used by Licensee for the transmission and reception of radio communication signals and for the installation, construction, operations, maintenance and repair of related support facilities but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose (collectively, "Wireless Communication System").

Licensee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Agreement does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System. This Agreement does not authorize Licensee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Agreement does not authorize Licensee to use the Premises for video transmissions. This Agreement shall

not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law. This Agreement does not authorize in any manner the telephone lines or cables that support the Backhaul Network. Placement by Licensee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Agreement shall not be in any manner considered a waiver or relinquishment of any right or claim the CLV may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network. This Agreement shall be considered automatically revoked without further action by the CLV if the unauthorized use is not corrected within thirty (30) calendar days after notice by the CLV to abate any unauthorized use. License shall cease use of the facilities in the Premises and take appropriate action as authorized by City to remove the facilities from the Premises.

5.2 Access to Premises. Licensee and its employees, agents and contractors shall have access to the Property and Premises without providing notice to City twenty-four (24) hours a day, seven (7) days a week throughout the Term.

5.3 Governmental Approvals and Compliance with Laws. During the Term, Licensee shall comply with all present and future federal, state and local government rules, policies, permits, authorizations, regulations, ordinances, codes, statutes, and laws, including, but not limited to laws and ordinances relating to health, safety, radio frequency emissions and radiation, now or hereafter in effect pertaining to or in connection with the planning, installation, construction, operations, maintenance and repair of the Licensee's improvements on Property or Premises (collectively, "Applicable Laws"). Licensee shall obtain any necessary Governmental Authority licenses or authorizations required for the planning, construction, operations and maintenance of the Wireless Communication System and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to City as same are issued.

5.4. Environmental Conditions

5.4.1 City Representations. City represents and warrants, to the best of City's knowledge, (a) the Property has not been used for the use, manufacturing, storage, discharge, release or disposal of Hazardous Materials, (b) neither the Property nor any part thereof is in breach of any Environmental Laws, (c) there are no underground storage tanks located on or under the Property, (d) the Property is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability; and (e) City has not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Property or Premises in violation of any law or regulation or causes a significant effect on public health, City shall promptly take any and all remedial and removal action as required by law to clean up the Property, mitigate exposure to liability arising from, and keep the Property free of any lien imposed pursuant to the violation of any Environmental Laws.

City represents and warrants to Licensee that City has received no notice that the Property or any part thereof is, and, to the best of its knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

5.4.2 No Hazardous Materials. Licensee shall not use the Premises, or permit any entity or person to use the Premises, for the generation, storage, manufacture, production, releasing,

discharge or disposal f any Hazardous Material; provided however, Licensee shall be permitted to store, use and dispose of Hazardous Materials to the extent packaged and contained in materials used in the usual and customary operations of a Wireless Communications System. If Licensee knows, or has reasonable cause to believe, that Hazardous Materials have come to be located in, on, under or about the Premises during the Term, Licensee shall promptly give City written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action or proceeding given to, or received from any Governmental Authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Materials, including , but not limited to, all such documents as may be involved in any reportable use involving the Premises during the Term. If any Hazardous Materials are present in or about the Premises, during the Term, City shall have the right upon twenty-four hours advance written notice to Licensee to engage a consultant to inspect the Premises and to review Licensee's use of Hazardous Materials and all of Licensee's practices with respect to its use of Hazardous Materials. Licensee shall cooperate in all respects with such inspections and reviews. All reasonable costs of such consultants shall be reimbursed to City within fifteen (15) days of written demand by City. No termination, cancellation or release agreement entered into by City and Licensee shall release Licensee from its obligations under this Section 4, unless specifically so provided in such agreement.

5.4.3 Environmental Indemnity. Licensee and City shall indemnify, protect, defend and hold each other, its elected officials, officers, employees and agents, other City licensees and lessors on the Premises, if any, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (a) the indemnifying Party's failure to use or occupy the Premises in a manner consistent with applicable Environmental Law; or (b) any Hazardous Materials brought onto the Premises by or for the indemnifying Party's or by anyone under indemnifying Party's control after the Commencement Date and during the Term. The indemnifying Party's indemnification obligations under this Section 5.4.3 shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by the indemnifying Party's during the Term, and the cost of investigation (including reasonable consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Hazardous Materials. No termination, cancellation or release agreement entered into by City and Licensee shall release either party from its obligations under this Section 5.4.3, unless specifically so provided in such agreement. Each party's indemnity obligations provided in this Section 5.4.3 shall include, without in any way limiting, the foregoing (a) all reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained; (b) Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws including Environmental Laws; and (c) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Notwithstanding the foregoing, indemnification under this Section 5.4.3 shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Licensee's indemnity in this Section 5.4.3 shall survive termination of this Agreement.

In the event any action or proceeding shall be brought against a Party by reason of any matter for which the Party is indemnified under this Section 5.4.3, the indemnifying Party shall, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same with legal counsel mutually selected by the indemnifying Party and indemnified Party; provided however, that the indemnifying Party shall not admit liability in any such matter on behalf of the indemnified Party without the written consent of the indemnified Party and provided further that the indemnified Party shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the indemnifying Party.

SECTION 6
LICENSEE'S IMPROVEMENTS / UTILITIES / ACCESS EASEMENT

6.1 Licensee's Improvements. This License does not grant Licensee the right to install any additional towers or poles on the Premises. However, Licensee shall have the right to collocate on an existing Verizon Wireless monopole tower and foundation ("Verizon Tower"), subject to the approval of Verizon Wireless. License shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its Wireless Communications System, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Licensee's Improvements") as set forth on and in accordance and compliance with the "Plans and Details" attached hereto as **Exhibit B**. **Exhibit B** shall depict the Premises, including a depiction of any easements granted herein; a site plan which includes all buildings, structures, existing Verizon Tower, any guy wires, equipment cabinets, utility boxes, fences, any generators or provision for temporary generators, any fuel tanks or provision for temporary fuel tanks, any backup battery cabinets, parking and fences; elevation drawings for the Verizon Tower, equipment cabinets; fence detail; and specifications for all exterior colors, paint, other finishes and landscaping.

6.1.1 Approval to Construct. Prior to commencing construction, Licensee shall obtain development related permits and construction approvals from the respective City departments and other Governmental Authorities, including without limitation, site development review approval and issuance of a building permit to construct Licensee's Improvements. No improvement, construction, installation or alteration shall be commenced until pans for such work has been approved by the City and all necessary permits have been properly issued. During construction, Licensee shall secure the construction site with temporary fencing and otherwise prosecute the construction in a safe and workmanlike manner.

6.1.2 Modifications to Licensee's Improvements. Licensee shall have the right to alter, replace, enhance or upgrade Licensee's Improvements at any time during the Term of this Agreement to the extent that such changes do not materially differ from **Exhibit B**. Any material changes from **Exhibit B** shall require City's written approval, and such approval shall not be unreasonable withheld, delayed or conditioned.

City reserves the right to require Licensee to relocate Licensee's improvements ("Relocation Work") to a new location on the Property ("New Premises,") including the cost to relocate utilities to serve the New Premises ("Utility Relocation Costs"), at Licensee's sole cost and expense. However, if City requires Licensee to relocate Licensee's Improvements within five (5) years of the Commencement Date, all reasonable costs, including Utility Relocation Costs, shall be paid by the City to Licensee within thirty

(30) days after completion of the Relocation Work. The Licensee Fee shall be abated during the time that the Licensee's Improvements are not in operation due to the Relocation Work.

6.1.4 Liens. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Property or Premises as a result of acts or omissions of Licensee or Licensee's employees, contractors or agents, Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to City within thirty (30) days after Licensee receives written notice that the lien has been filed.

6.1.5 Taxes. Licensee shall pay any personal property tax, real property tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly or indirectly attributable to this Agreement and property rights and other right to install the Wireless Communications System on the Premises granted herein. City hereby grants to Licensee the right, with written notice to City, to challenge, whether in a court, administrative proceeding, or other venue, on behalf of City and/or Licensee, any personal property tax, real property tax or other fee or assessment that may affect Licensee. If City receives notice of any personal property or real property tax assessment against the City, which may affect Licensee and is directly or indirectly attributable to Licensee's use of the Premises, City shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment.

6.1.6 Maintenance. Licensee shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Premises in good working order, condition and repair, normal wear and tear and Casualty excepted. Licensee shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

6.1.7 Signing and Graffiti. Licensee may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by law or rule. After thirty (30) days' notice to remove, City at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein. Licensee shall reimburse City all costs incurred by City in connection with such abatement or removal within thirty (30) days of City's presenting Licensee with a statement of such costs.

6.1.8 Interference, Testing and Reservation. Licensee shall not use the Premises in any way which interferes with the use of any portion of the Property by City, or by lessees or licensees of City with rights in any portion of the Property prior to the Commencement Date of this Agreement. Similarly, City shall not use, nor shall City permit its lessees, licensees, grantees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

Both City and Licensee shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether Licensee's use of Licensee's Facilities will interfere with City's or its lessee's or licensee's current or proposed use of the Premises or Property. In the event that such a

study indicates that Licensee's use will potentially interfere with City's or its lessee's or licensees current or proposed use of the Premises or Property, Licensee shall have ninety (90) days to remedy the interference to City's satisfaction. If the problem is not so remedied in ninety (90) days, then City may require Licensee, at Licensee's full expense, to relocate Licensee's Improvements Facilities so as to remove or minimize the interference, to the extent City deems necessary. City shall permit Licensee to place a temporary Antenna Facility (COW or similar installation) on the Property or at some other location acceptable to Licensee and City, during relocation of the Premises.

City may, at its expense, perform tests as necessary to determine compliance of Licensee's Improvements located on the Premises with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect.

Licensee shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Licensee's equipment, or that of any sub-lessees of Licensee, on the Premises into commercial operation, and Licensee shall perform additional tests upon any significant change in the equipment on the Premises, such as sub-agreements to third parties for them to install communications equipment on the Premises. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then all communications equipment on the Premises shall be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

6.2 Utilities. Licensee shall have the right to install utility lines serving the Premises, at Licensee's expense, and to improve the present utilities on the Property, all at Licensee's expense. City agrees to use reasonable efforts in assisting Licensee to acquire necessary utility service. Licensee shall install separate meters for utilities on the Property used by Licensee. License shall pay when due all charges for utilities serving the Premises during the Term of the Agreement. Licensee shall be permitted to install a backup power supply, generator or battery, permanent or temporary, on the Premises.

6.3 Grant of Easement. As partial consideration for the License Fee paid under this Agreement, City hereby grants Licensee an easement in, under and across a portion of the Property for ingress, egress, utilities and access to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to access and service the Premises and Licensee's Improvements at all times during the Initial Term of this Agreement and any Renewal Term (collectively, the "Easements"). The Easements are depicted on **Exhibit B** attached hereto. The Easements are non-exclusive, and City retains for itself, its lessees, successors and assigns, the right fully to use and enjoy said Easements and any roads or roadways located thereon. The term of the Easements shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of (i) expiration of this Agreement or (ii) removal by Licensee of all of its personal property from the Property, not to exceed thirty (30) calendar days after expiration of the Agreement. Licensee shall be responsible to restore all the Property and other City real property to its original condition after completion of construction conducted under the Easements.

6.4 Access. Licensee shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Term. City and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises and Licensee's Improvements; however, City, its employees or agents shall not impede or deny access to Licensee, its employees or agents. In the event that City must limit or prohibit access, or otherwise temporarily require the shutting down of Licensee's

services, City shall permit Licensee to place a COW or similar installation on the Property or at some other location acceptable to Licensee, at Licensee's costs. There shall be a fifty percent (50%) reduction in the then current License Fee until the Licensee's Improvements are in service and Licensee has full Access to Licensee's Improvements.

SECTION 7
ASSIGNMENT AND SUBLEASING

7.1 Assignment and Subleasing. Licensee shall have the right to assign or otherwise transfer this Agreement to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services; (ii) is a parent, subsidiary or affiliate of Licensee, is merged or consolidated with Licensee or purchases more than fifty percent (50%) of either an ownership interest in Licensee or the assets of Licensee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located; and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to than that of Licensee at the time of the assignment. Upon notice to City of such assignment, Licensee shall be relieved of all liabilities and obligations hereunder and City shall look solely to the assignee for performance under this Agreement and all obligations hereunder; provided assignee accepts this Agreement in full, without amendments or changes thereto, steps into the shoes of Licensee, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults. City may still hold Licensee liable under this Agreement if the assignment is to an assignee which has a credit rating from one of the largest three national credit rating agencies lower than that of the Licensee at the time of assignment.

Additionally, Licensee may, upon notice to City, mortgage or grant a security interest in this Agreement and Licensee's Improvements, and may assign this Agreement and Licensee's Improvements to any bona fide mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Agreement. In such event, City shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. City agrees to notify Licensee and Licensee's Mortgagees simultaneously of any default by Licensee and to give Mortgagees the same right to cure any default as Licensee or to remove any property of Licensee or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Licensee. Failure by City to give Mortgagees such notice shall not diminish City's rights against Licensee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Licensee or Mortgagees located on the Premises as provided in Section 15.6.

Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of the Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting City's property under the preceding sentence not paid or delivered to City shall be held in trust for the benefit of City and be promptly paid to City.

City may assign or transfer this Agreement, and, upon written notice to Licensee of such assignment, shall be relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the City in said Agreement, including the obligation to respect Licensee's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.

SECTION 8
INSURANCE, SUBROGATION AND INDEMNIFICATION

8.1 Insurance and Subrogation. Licensee shall provide commercial general liability insurance and pollution liability insurance in an aggregate amount of Five Million Dollars ($5,000,000) with a minimum combined single limit for each occurrence of One Million Dollars ($1,000,000); "All Risk" property insurance for its property replacements costs; and statutory Worker's Compensation Insurance as required by law at a minimum of One Million Dollars ($1,000,000); and Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Licensee and its employees with personal injury protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars ($2,000,000) as the combined single limit for each occurrence for bodily injury and property damage. City shall be named as an additional insured on the commercial general liability and pollution liability insurance and automobile liability policies and shall be provided with a Certificate of Insurance as requested by City at the Commencement Date of this Agreement and subsequently. Each insurance policy required under this Section shall require a thirty (30) day prior written notice to City upon any termination or material modification of such policy. Licensee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Licensee may maintain. All insurance policies may be written with commercially reasonable deductibles but not with retainages.

Licensee shall provide at the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of Licensee's Improvements. Upon completion of the installation of Licensee's Improvements, Licensee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

Licensee shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, commercial general liability, pollution liability and automobile liability insurance coverages of the type, with the restrictions, and in the amounts which Licensee is required to obtain under the terms of this Agreement.

The commercial general liability and pollution liability insurance and automobile liability policies required under this agreement shall name City and its elected officials, officers, employees and agents as additional insureds (collectively, "Additional Insureds"). Each policy which adds Additional Insureds hereunder, shall contain cross-liability wording, as follows:

> "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

Certificates of insurance for each insurance policy required to be obtained by Licensee in compliance with this Section shall be filed and maintained with City annually during the Term. City may request, and Licensee shall provide copies of the actual insurance policies required in lieu of, or in addition to, certificates of insurance required. Licensee shall advise City as soon as reasonably possible of any claim or litigation that may result in liability to City or material reduction in available limits of coverage under the insurance policies described above. All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

> "At least sixty (60) days prior written notice shall be given to City by the insurer of any intention not to renew such policy or to cancel same."

All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Nevada. All insurance carriers and surplus line carriers shall be rated A ("A") or better by A.M. Best Company.

Once during each calendar year during the Term of this Agreement, City may review the insurance coverages to be carried by Licensee. If City determines that higher limits of coverage are reasonably necessary to protect the interests of City or the Additional Insureds, Licensee shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense, but each new limit shall not exceed the corresponding limits set forth above escalated for inflation relative to the Commencement Date of this Agreement (computed according to the Consumer Price Index for All Urban Consumers, U.S. City Average).

8.2 Indemnification. City, subject to the limitations as set forth in Nevada Revised Statutes Chapter 41, and Licensee each agree to indemnify and hold harmless the other Party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (i) the negligent or grossly negligent acts or omissions by the indemnifying Party or the employees, agents, contractors, licensees, licensees and/or sub-licensees of the indemnifying Party; (ii) a breach of any obligation of the indemnifying Party under this Agreement; (iii) any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the indemnified Party by reason of any act or omission of the indemnifying Party, its personnel, employees, agents, trustees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the indemnifying Party's failure to comply with any federal, state or local statute, ordinance or regulation. Notwithstanding the preceding, City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Licensee's construction, maintenance, repair, use, operation, condition or dismantling of Licensee's Improvements, and Licensee hereby agrees to indemnify and hold harmless the City against and from any claim asserted or liability imposed upon the City for such injury or damage.

Licensee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Licensee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about the Property.

Notwithstanding the foregoing, indemnification under this Section 8 shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Notwithstanding anything to the contrary in this Agreement, the Parties hereby confirm that the provisions of this Section 8.2 shall survive the expiration or termination of this Agreement.

In the event any action or proceeding shall be brought against a Party by reason of any matter for which the Party is indemnified under this Section 8.2, the indemnifying Party shall, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same with legal counsel mutually selected by the indemnifying Party and indemnified Party; provided however, that the indemnifying Party shall not admit liability in any such matter on behalf of the indemnified Party without the written consent of the indemnified Party and provided further that the indemnified Party shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the indemnifying Party.

SECTION 9
TERMINATION AND SURRENDER OF PREMISES

9.1 Termination. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability as follows:

9.1.1 Upon thirty (30) days written notice by City to Licensee, and, if applicable, pursuant to Section 7.1, if Licensee fails to cure a default for payment of amounts due under this Agreement within that thirty (30) day period; or

9.1.2 Immediately if within the first 180 days following the Commencement Date Licensee notifies City of unacceptable results of any title report, environmental or soil tests prior to Licensee's installation of Licensee's Improvements; or

9.1.3 Upon twelve (12) months written notice by Licensee if despite diligent effort by Licensee, Licensee is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license, including, without limitation, an FCC license, permit or any Governmental Approval necessary for the installation and/or operation of Licensee's Improvements; or

9.1.4 Upon ninety (90) days' written notice by Licensee if destruction or damage to Licensee's Improvements substantially and adversely affects their effective use; or

9.1.5 At the time title, or the right to control or to occupy the Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient to render the Premises unsuitable for Licensee's use. City and Licensee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9.2 Removal of Licensee Improvements upon Surrender. Within thirty (30) calendar days of the termination or expiration of this Agreement, Licensee shall remove its personal property and

equipment from the Property. In removing such personal property and equipment, Licensee shall not damage the Property. If the time for removal causes Licensee to remain on the Property after termination of this Agreement, Licensee shall pay the License Fee at the then existing Agreement fee rates until such time as the removal of the personal property and fixtures are complete.

9.3 Restoration of Premises Upon Surrender. Upon termination or expiration of this Agreement, Licensee shall, to the extent reasonable, restore the Property to its original condition at the commencement of this Agreement, including, without limitation, removal of all Licensee improvements and utilities installed by Licensee.

SECTION 10
DEFAULT AND RIGHT TO CURE

10.1 Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Agreement on written notice (and, if applicable, pursuant to Section 6.1, to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Agreement and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting Party.

Licensee shall be in default if it (i) fails to make any License Fee payment or other sums to City when due, and does not cure such default within ten (10) days after receipt of written notice from City of such failure; (ii) abandons or vacates the Premises; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Licensee becomes insolvent.

In the event of a default, City shall have the right, at its option, in addition to and not exclusive of any other remedy City may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either: (1) Declare this Agreement at an end, in which event Licensee shall immediately remove Licensee's Improvements (and proceed as set forth in Section 9) and pay City a sum of money equal to the total of (i) the amount of the unpaid License Fees accrued through the date of termination; (ii) the amount by which the unpaid License Fees reserved for the balance of the Term exceeds the amount of such rental loss to City that could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate City for all detriment proximately caused by Licensee's failure to perform its obligations under the Agreement, or (2) Without terminating this Agreement, relet the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as City may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due City hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay City any deficiency monthly, notwithstanding that City may have received rental payments in excess of the rental stipulated in this Agreement in previous or subsequent months, and City may bring an action therefore as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by City shall be construed as an election on City's part to terminate this Agreement, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Licensee by City. Notwithstanding any reletting without termination, City may at any time thereafter elect to terminate this Agreement for such previous breach.

If suit shall be brought by City for recovery of possession of the Premises, removal of Licensee's equipment, for the recovery of any License Fees or any other amount due under the provisions of this Agreement, or because of the breach of any other covenant, the Licensee shall pay to the City all expenses incurred therefore, including reasonable attorney fees.

In the event of any default of this Agreement by Licensee, the City may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Licensee. If City is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the City's rights under this Agreement, the sums so paid by City, with all interest, costs and damages shall be deemed to be License Fees otherwise due and shall be added to the License Fee and shall be due from the Licensee to City on the first day of the month following the incurring of the respective expenses.

SECTION 11
CONDEMNATION

11.1 Total Taking. If, during any time during which this Agreement is in force and effect, the entire Property shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire Property shall be taken but it shall be determined by the Licensee in his or her reasonable judgment that the Premises cannot at a reasonable expense be repaired, restored, or replaced to a condition suitable for Licensee's intended use, this Agreement may, at the option of Licensee, be terminated by Licensee as of the date of such taking, and the rights of City and Licensee in and to the award upon any such taking shall be determined in accordance with this Section 11.

11.2 Partial Taking. If, during any time during which this Agreement is in force and effect, if less than the entire Property is taken but it shall be determined by the Licensee in his or her reasonable judgment that the Premises can be repaired, restored, or replaced to a condition suitable for Licensee's intended use, this Agreement shall not terminate but shall continue in full force and effect for the remainder of the Agreement Term. The rights of City and Licensee in and to the award upon any such taking shall be determined in accordance with this Section 11. Licensee shall, with due diligence, restore, repair, and replace that portion of the Premises not so taken to a condition suitable Licensee's intended use, having due regard for the design, construction, and character of the Premises existing before such taking.

11.3 Temporary Taking. If all or any portion of the Property is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period of time, this Agreement shall not terminate and the Licensee shall continue to perform and observe all of his obligations as though such taking had not occurred except to the extent that the Licensee may be prevented from so doing by reason of such taking. The Licensee shall in no event be excused from the payment of the License Fee and all other sums and charges required to be paid under this Agreement.

11.4. Allocation of Taking Award. If all or a portion of the Property shall be taken by exercise of the right of eminent domain, the total award in any such proceeding or for any such injury or reduction in value shall be determined as follows:

11.4.1 In the event of any taking that results in the termination of this Agreement in

accordance with the provisions of this Section 11, then City and Licensee shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests in the Property and Premises.

11.4.2. In the event of any taking of a portion of the Property or of the Premises that does not result in the termination of this Agreement in accordance with the provisions of this Section 11, then the City and Licensee shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests affected by such taking.

11.4.3 As used in this Section 11, the phrase "taken as a result of the exercise of the right of eminent domain" shall mean a taking or damaging by eminent domain, or by inverse condemnation, or by deed or transfer in lieu thereof, for any public or quasipublic use under any statute or law. The taking shall, at the election of Licensee, be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which the right to compensation and damages accrues under the applicable law; or (iii) the date on which title vests in the condemnor.

11.5 Settlement. City shall not make any settlement with the condemning authority or convey any portion of the Property to such authority in lieu of condemnation or consent to any taking without the consent of Licensee, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 12
DISPUTE RESOLUTION

12.1. Dispute Resolution. Except as otherwise provided in this Agreement, any controversy between the Parties arising out of this Agreement or breach thereof, is subject to the mediation process described below.

12.1.1 A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority (in the case of the City, the authority to recommend decisions to the City Council) will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the Parties have not succeeded in resolving the dispute (subject to approval by City Council), they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. City and Licensee will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

12.1.2 The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, shall be born equally by the Parties. Each Party's costs and expenses will be paid by the Party incurring them.

SECTION 13
QUIET ENJOYMENT

13.1 Quiet Enjoyment. Licensee, upon paying the License Fee and other payments herein required and upon performance of all the terms, covenants and conditions of this Agreement on its part to be kept, may quietly have, hold and enjoy the Property and Premises during the Term without any

disturbance from City or from any other person claiming through City, except as expressly provided otherwise in this Agreement.

SECTION 14
REPRESENTATIONS AND WARRANTIES

14.1 City's Representations and Warranties. In addition to any other representations and warranties made by City herein, City herby represents and warrant to Licensee, which representations and warranties are continuing in nature and shall survive throughout the Agreement, as follows:

14.1.1 There are no pending or, to the best of City's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Premises;

14.1.2 City has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by City and constitutes the valid and legally binding obligation of City, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principals of equity;

14.1.3 City possesses good and marketable fee simple title to the Property;

14.1.4 Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which City or the Premises is subject; (ii) violate any provision of City's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which City is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets);

14.1.5 City has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the Premises.

14.1.6 No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of City is required in connection with City's execution and delivery of this Agreement and the performance of its obligations hereunder; and

14.1.7 There are no unrecorded contracts, Agreements, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Premises, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Premises.

14.2 Licensee's Representations and Warranties. In addition to any other representations and warranties made by Licensee herein, Licensee hereby represents and warrants to City, which representations and warranties are continuing in nature and shall survive throughout the Agreement Term, as follows:

14.2.1 Licensee has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by Licensee and constitutes the valid and legally binding obligation of Licensee, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally

and general principles of equity.

14.2.2 Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Licensee is subject; (ii) violate any provision of Licensee's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Licensee is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

SECTION 15
MISCELLANEOUS

15.1 Incorporation of Recitals and Exhibits. The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this Agreement.

15.2 Non-Discrimination. Licensee promises, and it is a condition to the continuance of this Agreement, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sec, creed, national origin, sexual orientation, or ancestry related to the activities permitted under this Agreement and occupancy of the Property and Premises.

15.3 Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Licensee invokes this provision because damage to the Premises has hindered, delayed, or prevented Licensee from using the Premises, Licensee may immediately erect any temporary facilities on the Premises necessary to resume service, provided that such temporary facilities do not unreasonably interfere with City's use of the Property or ability to repair or restore the Premises. If, in City's sole and absolute discretion, it elects to repair or restore the Premises, upon completion of such repair or restoration, Licensee is obligated to repair or rebuild Licensee's Improvements in accordance with the terms of this document.

15.4 Bankruptcy. The Parties to this Agreement hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Agreement, Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, this Agreement is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Bankruptcy Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

15.5 Successors and Assigns. This Agreement and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

15.6 Waiver of City's Lien. City hereby waives any and all lien rights it may have, statutory or otherwise, concerning Licensee's Improvements or any portion thereof, which shall be deemed personal

property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and City gives Licensee and mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Licensee's and/or Mortgagee's sole discretion and without City's consent. Should Licensee fail to remove Licensee's Improvements as required by this Agreement, then the waiver of lien rights is void.

15.7 Notice. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	Attn: Real Estate Administrator City of Las Vegas Department of Operations and Maintenance 333 North Rancho Drive, 8th Floor Las Vegas, Nevada 89106
To Licensee :	Attn: Property Management Cricket Communications, Inc. 5887 Copley Drive San Diego, California 92111
With a Copy To:	Attn: Legal Department Cricket Communications, Inc. 5887 Copley Drive San Diego, California 92111

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

15.8 Entire Agreement/Waiver. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

15.9 Cooperation. Each Party agrees to cooperate with the other in executing any documents, including a Memorandum of License, necessary to protect its rights or use of the Premises. The Memorandum of License may be recorded in place of this Agreement by either Party. In the event the Property is encumbered by a mortgage or deed of trust, City agrees, upon request of Licensee, to use reasonable efforts to obtain and furnish to Licensee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Licensee. Licensee may obtain title insurance on its interest in the Premises. City agrees to execute such documents as the title company may reasonably require in connection therewith.

15.10 Governing Law/Venue/Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. City and Licensee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of City and Licensee, Licensee's use or occupancy of the Property and Premises, and/or any claim of injury or damage.

15.11 Partial Invalidity. If any Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.12 Time is of the Essence. Time is of the essence of this Agreement and all terms, covenants and conditions hereof.

15.13 Headings. The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

15.14 Real Estate Broker. If City is represented by any broker or any other leasing agent, City is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Licensee harmless from all claims by such broker or anyone claiming through such broker. If Licensee is represented by any broker or any other leasing agent, Licensee is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold City harmless from all claims by such broker or anyone claiming through such broker.

15.15 Modification or Amendments. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party or a duly authorized agent of that party empowered by a written authority signed by that Party.

Upon approval of this Agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate Section of the City's Department of Operations and Maintenance shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. By way of example and not limitation, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessors Office and recordings and filing with the City Clerk's Office.

15.16 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, Cricket warrants that it has disclosed on the form attached as **Exhibit C**, all principals and partners of Cricket, a Delaware corporation as well as all persons and entities holding more than a one percent (1%) interest in Cricket, a Delaware corporation, or any

principal of Cricket, a Delaware corporation, throughout the term hereof, Cricket, a Delaware corporation, shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 11/16/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CRICKET COMMUNICATIONS, INC.

By: Tony Benyola

Name: TONY BENYOLA

Title: SR REGIONAL DIRECTOR-WEST

Notary Acknowledgments on Next Page

NOTARY ACKNOWLEDGEMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

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

_____
Notary Public

Cricket Communications Notary Acknowledgment Attached

NOTARY ACKNOWLEDGEMENT

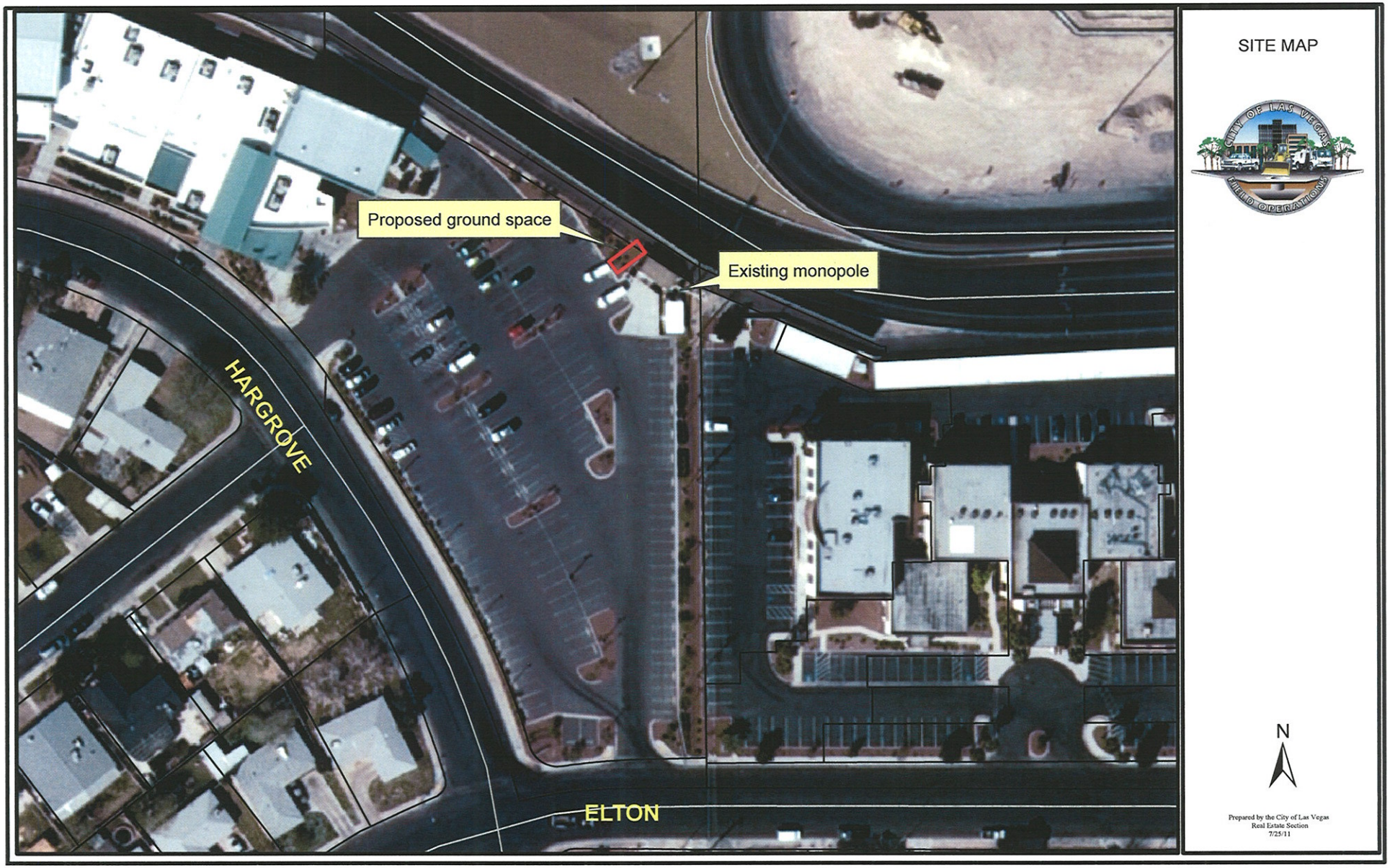
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

This instrument was acknowledged before me on the 27th day of October, 2011 by Tony Benyola as Senior Regional Director—West Region, of Cricket Communications, Inc.

Notary Public

OFFICIAL SEAL
LISA A. BARWACZ
Notary Public - State of Illinois
My Commission Expires Apr 29, 2012

EXHIBIT "A"

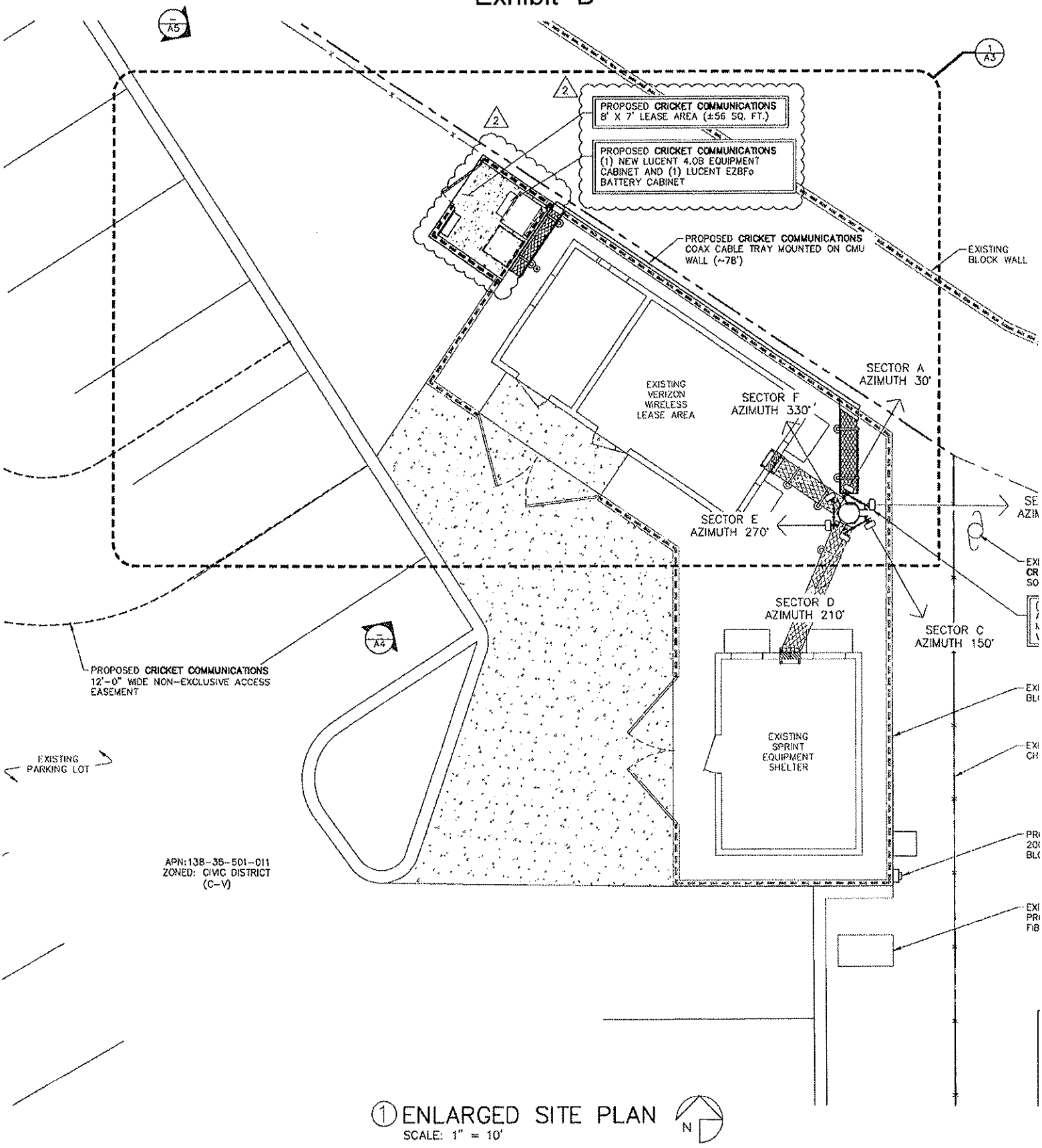


SITE MAP

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Prepared by the City of Las Vegas
Real Estate Section
7/25/11

Exhibit "B"



① ENLARGED SITE PLAN

SCALE: 1" = 10'

EXHIBIT C

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS CONTINUED

(CONTINUED)

Block 1	**Contracting Entity**
Name:	Cricket Communications, Inc.
Address:	5887 Copley Drive San Diego, California 92111
Telephone:	(858) 278-2817
EIN or DUNS:	33-0879924

Block 2	**Description**
Subject Matter of Contract/Agreement:	License Agreement for Wireless Communication System
RFP #:	N/A

Block 3	**Type of Business**			
Individual	Partnership	Limited Liability Company	X	Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
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: _____.

CRICKET COMMUNICATIONS, INC.

CORPORATE OWNERSHIP DISCLOSURE STATEMENT

10/24/11

In accordance with *N.J.S.A.* 40:55D-48.1, please be advised Cricket Communications, Inc. is a Delaware corporation having offices at 5887 Copley Drive, San Diego, CA 92111. The only individual or entity owning ten percent (10%) or greater of the outstanding common stock of Cricket Communications, Inc. is:

Leap Wireless International, Inc.
5887 Copley Drive
San Diego, California 92111

The only individuals or entities owning more than ten percent (10%) of the outstanding stock of Leap Wireless International, Inc. are:

MHR Fund Management LLC
40 West 57th Street, 24th Floor
New York, New York 10019

Harbinger Capital Partners
One Riverchase Parkway South
Birmingham, Alabama 35244

T. Rowe Price Associates, Inc.
100 E. Pratt Street
Baltimore, Maryland 21202

CRICKET COMMUNICATIONS, INC.'S
CORPORATE DISCLOSURE STATEMENT

Cricket Communications, Inc. hereby submits its corporate disclosure pursuant to Fed. R. Civ. P. 7.1:

- Cricket Communications, Inc. is a wholly owned subsidiary of Leap Wireless International, Inc.;
- Leap Wireless International, Inc. ("Leap") has issued stock that is publicly traded;
- Other than as indicated above, no publicly traded corporation owns more than 10% of the stock of Cricket Communications, Inc. ("Cricket"); and
- To further enable the Court to evaluate possible conflict issues, Cricket states that, based solely on beneficial ownership information that has been filed with the Securities and Exchange Commission on Schedules 13D and 13G by beneficial owners of more than 5% of Leap common stock prior to the date hereof, Cricket believes that the following three entities have voting and investment power with respect to more than 10% of the total Leap stock outstanding: (i) entities affiliated with MHR Fund Management, LLC, (ii) Wellington Management Company, LLP and (iii) Capital Research Global Investors.

Dated: October 24, 2011

Leap/Cricket Board of Directors: 10/24/11

Dr. Mark H. Rachesky, M.D. - Chairman of the Board

John D. Harkey, Jr. - Director

S. Douglas ("Doug") Hutcheson - President and Chief Executive Officer

Ronald J. Kramer - Director

Robert V. LaPenta – Director

Mark A. Leavitt - Director

Richard R. Roscitt - Director

Robert E. Switz - Director

Michael B. Targoff - Director

Block 5	**Disclosure of Ownership and Principals—Alternate**

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

Name of Attached Document: Ownership Disclosure; Corp. Disclosure; List of Directors

Date of Attached Document: 10/24/11

Number of Pages: three (3)

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.

Tony Bengala
Name

10/27/11
Date

Subscribed and sworn to before me this 27 day of OCTOBER, 2011.

Notary Public

OFFICIAL SEAL
LISA A. BARWACZ
Notary Public - State of Illinois
My Commission Expires Apr 29, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a Las Vegas Valley Water District Permanent and Perpetual Easement from the City of Las Vegas, with regard to the Smith Center Parking Garage, located at 388 Promenade Parkway, APN 139-33-610-026 - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
This easement is necessary to provide water service to the site of the Smith Center Parking Garage at Symphony Park and allows the Water District the right to enter the property for maintenance and repairs. Approval of this item shall include any and all necessary agreements in conjunction with the issuance of this easement.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Las Vegas Valley Water District Permanent and Perpetual Easement

APN: 139-33-610-026

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

LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between CITY OF LAS VEGAS,
Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

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

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

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

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

2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's improvements placed upon said parcel due to the GRANTEE's necessary operations using reasonable care.

APN: 139-33-610-026

GRANTOR: CITY OF LAS VEGAS

---

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

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

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

ATTEST:

CAROLYN G. GOODMAN, MAYOR	**BEVERLY K. BRIDGES, MMC** **CITY CLERK**

State of Nevada)
) ss
County of Clark)

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

WITNESS my hand and official seal.

Notary Public	Notary Seal/Stamp

Approved as to form

John S. Ridilla 11/10/11

John S. Ridilla Date

Deputy City Attorney

November 7, 2011
D. Layton
APN: 139-33-610-026
Grantor: City of Las Vegas

Exhibit 'A'

Explanation

This legal describes an easement for water purposes in favor of Las Vegas Valley Water District, over a parcel of land generally located on the northeast corner of Grand Central Parkway and Bonneville Avenue.

Legal Description

A portion of Lot 5 as shown in that certain Final Map titled "Parkway Center, A Commercial Subdivision", recorded in Book 53, Page 61 of Plats, lying within a portion of Sections 33 and 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Grand Central Parkway and Bonneville Avenue; thence along the centerline of said Grand Central Parkway North 03°50'03" West, 209.30 feet to the beginning of a curve, concave to the southeast, having a radius of 500.00 feet; thence northeasterly along said curve, through a central angle of 31°45'19", an arc length of 277.12 feet; thence North 27°55'16" East, 389.35 feet; thence departing said street centerline South 62°04'44" East, 647.00 feet to the **Point of Beginning**; thence South 62°04'53" East, 18.00 feet; thence South 27°55'07" West, 23.18 feet; thence South 17°04'53" East, 34.35 feet to the northerly right-of-way of W. Clark Avenue; thence along said northerly right-of-way, North 67°53'54" West, 42.50 feet; thence departing said northerly right-of-way, North 27°55'07" East, 51.78 feet to the **Point of Beginning**.

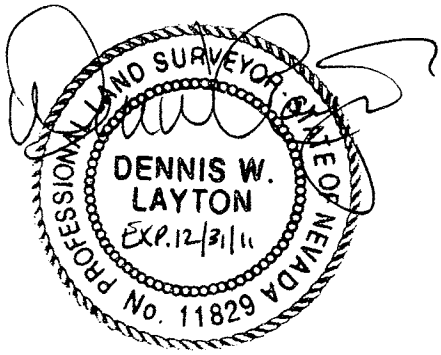
Contains 1,240 square feet, more or less.

Basis of Bearing

North 03°50'03" West, being the bearing of the centerline of Grand Central Parkway as shown in Book 53, Page 61 of Plats on file at the Clark County, Nevada Recorder's Office.

(See Exhibit 'B' attached hereto and by this reference made a part hereof)

End of description.



11/7/11

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829

Heritage Surveying
7207 W. Sahara Avenue, Suite 115 • Las Vegas, NV 89117 • (702)474-6277 • (702)255-6902 - Fax
www.Heritage-Surveying.com

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S62°04'53"E	18.00'
L2	S27°55'07"W	23.18'
L3	S17°04'53"E	34.35'
L4	N67°53'54"W	42.50''
L5	N27°55'07"E	51.78'



1" = 100'

N27°55'16"E
389.35'

S62°04'44"E
647.00'

POINT OF BEGINNING

L1

L5

L2

L4

L3

LVVWD EASEMENT = 1,240 S.F.

W. CLARK AVE.

Δ=31°45'19"
R=500.00'
L=277.12'
T=142.22'

A PORTION OF
BOOK 53, PAGE 61 OF

LOT 5

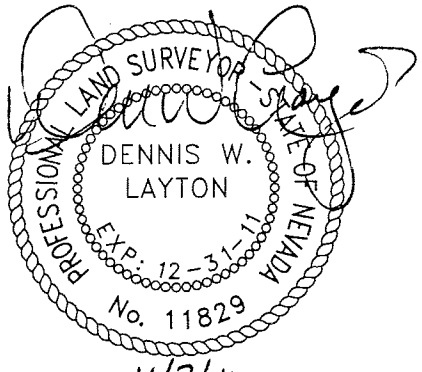
PLATS
CITY OF LAS VEGAS
APN: 139-33-610-026

GRAND CENTRAL PARKWAY

(BASIS OF BEARING)
N03°50'03"W 209.30'

POINT OF COMMENCEMENT

BONNEVILLE AVENUE



11/7/11

APN: 139-33-610-026
GRANTOR: CITY OF LAS VEGAS

Heritage Surveying
7207 W. SAHARA AVENUE, SUITE 115
LAS VEGAS, NEVADA 89117
(702) 474-6277 (HS4-MAPS)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM

PROJECT: 512-0017

SHEET 1 OF 1

□
□
---□
□
Parcel name: 110611□
□
North: 5494.4041 East : 11426.6823 □
Line Course: N 27-55-07 E Length: 51.78 □
North: 5540.1576 East : 11450.9266 □
Line Course: S 62-04-53 E Length: 18.00 □
North: 5531.7297 East : 11466.8316 □
Line Course: S 27-55-07 W Length: 23.18 □
North: 5511.2476 East : 11455.9783 □
Line Course: S 17-04-53 E Length: 34.35 □
North: 5478.4128 East : 11466.0680 □
Line Course: N 67-53-54 W Length: 42.50 □
North: 5494.4035 East : 11426.6910 □
□
Perimeter: 169.81 Area: 1,240. S.F. 0.02 ACRES□
□
Mapcheck Closure - (Uses listed courses and chords)□
Error Closure: 0.0087 Course: S 85-43-39 E□
Error North: -0.00065 East : 0.00867 □
Precision 1: 19,518.39 □

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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 from the Bureau of Land Management for roadway, sewer and drainage purposes along Alpine Ridge Way and Hammer Lane and an additional area along Alpine Ridge Way for drainage purposes only, related to Clark County School District's Bus Yard Project, APN's 126-36-601-002, 126-36-101-017 and 126-36-101-018 - Ward 6 (Ross)

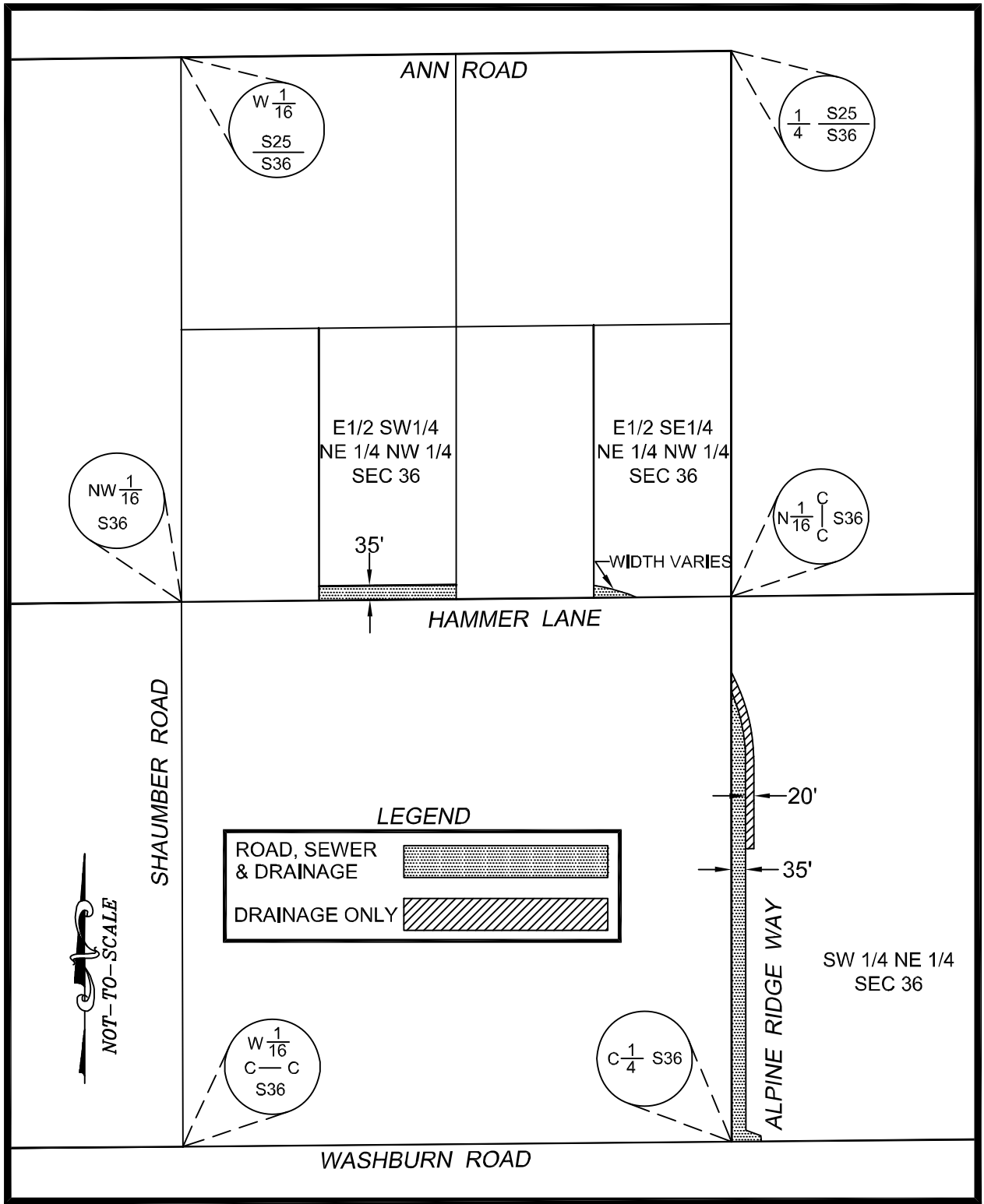
Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
The Clark County School District has plans to build a school bus yard in the vicinity of Alpine Ridge Way and Hammer Lane. This grant will provide the necessary facilities to this area.
Legal Description: Being a portion of the North Half (N½), of Section 36, Township 19 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 this Grant in good standing with the Bureau of Land Management.

BACKUP DOCUMENTATION:
Exhibit Map



PORTIONS OF N 1/2 SEC 36, T19S, R59E, MDM
PROPOSED R/W GRANT
NOV. 10, 2011

DEPARTMENT OF OPERATIONS
& MAINTENANCE
RIGHT OF WAY SECTION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a Grant of Public Drainage Easement from the City of Las Vegas to Clark County at the city owned vacant lot in the vicinity of Vegas Valley Drive and Tree Line Drive near the City of Las Vegas Water Pollution Control Facility (WPCF); in conjunction with the development of the 3 Megawatt Solar Power Facility at the WPCF, APN - 161-10-701-015 - County

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Real Estate Section

PURPOSE/BACKGROUND:
This drainage easement is required by Clark County as a part of the Water Pollution Control Facility (WPCF) site development for the 3 Megawatt Solar Power Facility. The easement propagates a natural drainage path for storm water across the site from the south end of Tree Line Road down to Desert Inn Road. The storm drain easement will have small diameter rip-rap erosion protection installed with the project for minimal maintenance.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Grant of Public Drainage Easement

APN: 161-10-701-015

When recorded, return to:
CCPW-Survey Division
PO Box 554000
Las Vegas, NV 89155-4000

GRANT OF PUBLIC DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **City of Las Vegas, a government entity** , **GRANTOR**, for and in consideration of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant and convey unto the **COUNTY OF CLARK**, a political subdivision of the State of Nevada, its successors and assigns, **GRANTEE**, a permanent, perpetual easement and right-of-way for the permanent and perpetual drainage, water and the flow of water above ground and/or below ground, including, but not limited to pipes, boxes, manholes, headwalls, channels, culverts, gutters, and/or other structures over, on, under, across, and through the hereinafter described parcel of land in Clark County, Nevada ("Easement"); Said Easement granted herein will be maintained by **GRANTOR** at **GRANTOR'S** sole cost and expense. Clark County has no obligation to maintain the Easement set forth herein, but Clark County may utilize the Easement and exercise the rights granted herein for health, safety, protection, and welfare of the public.

The **GRANTOR** retains the right to use the Easement for a parking lot, as set forth in **GRANTOR'S** approved offsite improvement plans titled "**WATER POLLUTION CONTROL FACILITY SOLAR PHOTOVOLTAIC PROJECT**". No other structures, improvements or buildings may be constructed or installed without the written approval of the **GRANTEE**.

GRANTOR understands and agrees that, upon receipt of written notice from **GRANTEE**, it will remove any or all of its improvements within the Easement area, as required by the **GRANTEE**, at **GRANTOR'S** sole cost and expense, and at no cost or expense to the **GRANTEE**, within the time period required within the notice.

GRANTOR acknowledges that **GRANTEE** has the right to dig, remove, or destroy any of **GRANTOR'S** improvements on, over, in, or within the Easement without liability to **GRANTEE. GRANTOR** shall be responsible for the repair and/or replacement of **GRANTOR'S** improvements. Grantor understands and agrees that **GRANTEE** will not be responsible for the repair and/or replacement of any of **GRANTOR'S** improvements even if the **GRANTEE** is the cause for the repair and/or replacement.

GRANTOR, shall absolve, indemnify, defend and hold harmless the **GRANTEE** and its officers, agents, employees and volunteers, against and from any and all liability, fines, loss, damage, claims, demands, lawsuits, judgments, actions, litigation, costs and expenses of whatever nature, including court costs, expert witness fees and attorney's fees, and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss, or destruction, or claims relating to property whatsoever when such injury, death, loss, destruction, claim or damage is due to or arising from **GRANTOR'S** property, any work, action or inaction by the **GRANTOR**, its officers, employees, agents and volunteers, represented as contractor, or sub-contractor.

If **GRANTOR** fails to maintain the Easement and comply with the conditions contained herein, **GRANTEE**, at its option and in its sole discretion, may perform the work at **GRANTOR'S** sole cost and expense. **GRANTOR** will pay **GRANTEE** for such costs and expenses within thirty (30) days of receipt of invoice.

TREELINE DRIVE SOUTH OF VEGAS VALLEY DRIVE

Said Easement is fully described in Exhibit "A" attached hereto and made a part hereof by reference, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and in any way appertaining.

This Grant of Easement will be recorded in the Office of the County Recorder and will constitute a covenant running with the land and shall bind the Grantor, and its successors and assigns, to the terms and conditions herein.

Sep. Doc. №: 0033-11
HTE. №: 10-35509

Reviewed/Approved date _____
BY _____
Steven Williams, CCPW-Survey Division

City of Las Vegas, a government entity

_____
BY: CAROLYN G. GOODMAN, MAYOR

This instrument was acknowledged before me on the _____ day of _____, 2011, by CAROLYN G. GOODMAN as Mayor for the City of Las Vegas, Nevada

_____
Notary Public

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

Approved as to form
John S. Ridilla 11/3/11
John S. Ridilla Date
Deputy City Attorney

EXHIBIT "A"
DESCRIPTION OF
PUBLIC DRAINAGE EASEMENT
CLV SOLAR SITE
SWE REF. NO. 091005

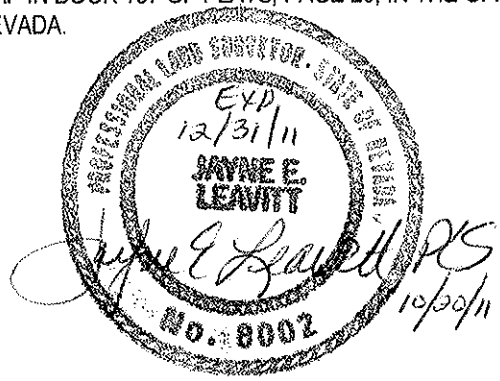
SITUATE IN THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10. TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING A PORTION OF THE PROPERTY AS DESCRIBED IN THE DEED RECORDED IN BOOK 0009, DOCUMENT NO. 00007082, RECORDED FEBRUARY 9, 1970, CLARK COUNTY OFFICIAL RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 10, THENCE ALONG THE EAST LINE THEREOF SOUTH 00°23'30" WEST 797.96 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.50 FEET; THENCE FROM A RADIAL BEARING OF SOUTH 23°33'30" EAST, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT 160.66 FEET THROUGH A CENTRAL ANGLE OF 182°16'55" TO A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 14.50 FEET; THENCE FROM A RADIAL BEARING OF SOUTH 21°16'35" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 7.69 FEET THROUGH A CENTRAL ANGLE OF 30°23'18" TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY AS DESCRIBED IN THE DEED RECORDED IN BOOK 20080521, DOCUMENT NO. 04091, CLARK COUNTY, NEVADA OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY PROPERTY LINE OF PROPERTY AS DESCRIBED IN SAID DEED, SOUTH 89°51'07" WEST 224.20 FEET; THENCE DEPARTING SAID PROPERTY LINE SOUTH 00°08'53" EAST 15.00 FEET; THENCE NORTH 89°51'07" EAST 156.46 FEET; THENCE SOUTH 00°09'21" EAST 47.85 FEET; THENCE SOUTH 16°05'30" EAST 34.26 FEET; THENCE SOUTH 29°11'14" EAST 82.01 FEET; THENCE SOUTH 00°23'30" WEST 1564.20 FEET; THENCE SOUTH 32°44'27" WEST 100.25 FEET TO THE WESTERLY PROPERTY LINE OF THAT PROPERTY AS DESCRIBED IN THE DEED RECORDED IN BOOK 0009, DOCUMENT NO. 00007082, RECORDED FEBRUARY 9, 1970, CLARK COUNTY OFFICIAL RECORDS; THENCE ALONG SAID PROPERTY LINE SOUTH 21°08'26" EAST 61.90 FEET; THENCE DEPARTING SAID PROPERTY LINE NORTH 32°44'27" EAST 151.24 FEET TO THE EAST LINE OF SAID WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 10, ALSO BEING THE EAST PROPERTY LINE OF THE PROPERTY AS DESCRIBED IN THE DEED RECORDED IN BOOK 0009, DOCUMENT NO. 00007082, RECORDED FEBRUARY 9, 1970, CLARK COUNTY OFFICIAL RECORDS; THENCE ALONG SAID EAST LINE NORTH 00°23'30' EAST 1648.72 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 2.2 ACRES, MORE OR LESS.

BASIS OF BEARINGS:
THE BASIS OF BEARINGS, SOUTH 00°23'30 WEST, IS THE EAST LINE OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10. TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THE MAP IN BOOK 137 OF PLATS, PAGE 26, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

PREPARED BY:
JAYNE E. LEAVITT, PLS
ACTING AS AN AGENT FOR:
SOUTHWEST ENGINEERING
4079 N. RANCHO DRIVE, #180
LAS VEGAS NV 89130



LINE TABLE		
LINE	BEARING	LENGTH
L5	S89°51'07"W	224.20
L6	S00°08'53"E	15.00
L7	N89°51'07"E	156.46
L8	S00°09'21"E	47.85
L9	S16°05'30"E	34.26
L10	S29°11'14"E	82.01
L11	S00°23'30"W	1564.20
L12	S32°44'27"W	100.25
L13	S21°08'26"E	61.90
L14	N32°44'27"E	151.24
L15	N00°23'30"E	1648.72
R17	S23°33'30"E	50.50
R18	S21°16'35"E	14.50
L19	S00°23'30"W	797.96

CURVE TABLE				
CURVE	DELTA	LENGTH	RADIUS	TANGENT
C1	182°16'55"	160.66	50.50	2535.60
C2	30°23'18"	7.69	14.50	3.94

PUBLIC DRAINAGE EASEMENT EXHIBIT

1"=500'

CLV SOLAR SITE

091005/dwg/CLVSolarPDE.dwg

PAGE OF

SOUTHWEST ENGINEERING

LAND PLANNING • MAPPING • DEVELOPMENT

4079 N. Rancho Dr. #180
Las Vegas, Nevada 89130
Telephone: (702) 648-9700
fax: (702) 648-4143

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a Special Event Alcoholic Beverage License for Continental Suites Corp, Location: 1213 South Las Vegas Boulevard, Dates: December 30 & 30, 2011 and January 1, 2012, Type: Special Event General, Event: New Year's Party, Responsible Person in Charge: Zohar Robin - 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 9:00 a.m. - 11:59 p.m. Estimated attendance is 1,000. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a Change of Ownership for a Tavern License subject to the provisions of the fire code and Health Dept. regulations, Dick's Liquors, Inc. (Non-operational), To: Silver Saddle, Inc., dba Club 2100, 2100 Fremont Street, Suite 110, Saeed Shakeri 2008 Gaming Trust, 100%, Saeed Shakeri, Pres, Secy, Treas - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership for a Tavern License.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire code and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a Change of Ownership for a Supper Club License, From: Rajesh Patel, To: Ethnic Dining Concepts, LLC, dba Saffron Flavors of India, 4450 North Tenaya Way, Suite 115, Rajesh Patel, 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 a Change of Ownership for a Supper Club License

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a Change of Ownership for a Beer/Wine/Cooler On-sale License, From: MKP, LLC, To: Daebak Dream, LLC, dba Sushi Bomb, 10470 West Cheyenne Avenue, Suite 125, Dong Jang, 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 a Change of Ownership for a 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.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a Non-restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, United Coin Machine Co., db at The Castaways Hotel & Casino, 2800 Fremont Street, Robert Woodson, VP - 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 Non-restricted Gaming License for 16 slots. This is for a one day opening scheduled for December 15, 2011 to preserve gaming rights.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a Locksmith License, 24/7 Locksmith, dba 24/7 Locksmith, 5112 West Charleston Boulevard, Suite C, Gideon Yung, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action to approve a Locksmith License.

RECOMMENDATION:
Recommend approval 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.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Massage Establishment License, Grimes Family Chiropractic, A Professional Corporation, dba Grimes Family Chiropractic, 5785 Centennial Center Boulevard, Suite 140, John Grimes, Pres, Secy, Treas, Dir, 100% - Ward 6 (Ross) NOTE: This is an ancillary license to an existing medical firm - Grimes Family Chiropractic]

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 Massage Establishment License.

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

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Class II Secondhand Dealer License, LX Store Enterprises, Inc., dba Laptop Xchange, 5765 Centennial Center Boulevard, Suite 160, Jonathan Waite, Dir, Pres, Secy, Treas, 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Class II Secondhand Dealer License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
For possible action to approve a Class II Secondhand Dealer License, BESD, Inc., dba Pioneer Buy & Sell, 520 North Eastern Avenue, Bill Drobkin, Secy, Treas, 50% and Erminia Drobkin, Pres, 50% - 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 Class II Secondhand Dealer License. This is to remove the following condition from the license:

1. Limited to the sale of jewelry, coins, antiques/collectibles, specialty tools, and firearms taken in under the Pawn license.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Redesign and Construction Reimbursement Agreement between the City of Las Vegas and Central Telephone Company, Inc DBA CenturyLink for the redesign and relocation of communication facilities in conflict with the Gowan Outfall Lone Mountain Branch - Rancho to Decatur storm drain project located at the intersection of Rancho Drive and Lone Mountain Road - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is constructing the Gowan Outfall Lone Mountain Branch - Rancho to Decatur storm drain project located along Rancho Road and Lone Mountain Road. The utility improvements associated with this Redesign and Construction Reimbursement Agreement will allow installation of the storm drain facilities with less impact to the existing CenturyLink facilities. This agreement allows CenturyLink to reimburse the City of Las Vegas $382,920.39 for the redesign and additional construction cost for realigning the storm drain to avoid CenturyLink facilities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Redesign and Construction Reimbursement Agreement

REDESIGN AND CONSTRUCTION REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CENTRAL TELEPHONE COMPANY, INC DBA CENTURYLINK.

THIS REDESIGN AND CONSTRUCTION REIMBURSEMENT AGREEMENTS ("Agreement") entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City"), and Central Telephone Company. d/b/a CenturyLink, a Delaware corporation ("CenturyLink"). City and CenturyLink are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, City and CenturyLink entered into a Franchise Agreement, dated November 17, 1982, that details the rights and obligations of each Party related to relocation of CenturyLink facilities in a Public Road, as defined in the Franchise Agreement;

WHEREAS, City has commenced construction of the Gowan Outfall Lone Mountain Branch–Rancho to Decatur Storm Drain project ("Project");

WHEREAS, the Project has encountered conflicts with CenturyLink facilities located within the public right of way at the intersection of Rancho Drive and Lone Mountain Road ("CenturyLink Facilities");

WHEREAS, the estimated cost to relocate CenturyLink Facilities is in excess of One Million Dollars ($1,000,000);

WHEREAS, due to the cost to relocate CenturyLink Facilities, CenturyLink desires that City redesign and construct the redesigned Project ("Redesigned Project") to eliminate the conflict with CenturyLink Facilities;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

ARTICLE I—CITY AGREES

1. To redesign the Project to eliminate the conflict with the CenturyLink Facilities, as depicted on Exhibit A, attached hereto and incorporated herein by this reference.

2. To approve a change order, attached hereto as Exhibit B and incorporated herein by this reference, to the City's construction contract for the Project in order to pay for the construction of the Redesigned Project to eliminate the conflict with the CenturyLink Facilities.

3. Within fifteen (15) days of discovery of any additional conflicts with CenturyLink facilities, to immediately notify CenturyLink in writing. City's notification to CenturyLink is to include an estimated change order cost for the construction of the additional conflict(s) and location of the conflict(s).

ARTICLE II—CENTURYLINK AGREES

1. To pay City the costs associated with the redesign of the Project and the change order to pay for the construction of the Redesigned Project in an amount not to exceed Three Hundred Eighty Two Thousand Nine Hundred Twenty Dollars and 39/100 Cents ($382,920.39) on or before January 20, 2012.

2. Upon the discovery of any additional conflicts, to promptly review and, if in agreement that a potential conflict exists, within thirty (30) days initiate process for payment for any additional change order requests from City. It is understood and agreed by City that, in the event additional conflicts are identified, payment for additional change order requests are conditioned on written approval by CenturyLink. CenturyLink reserves the right to unilaterally resolve said additional conflicts within thirty (30) days without payment to City or additional agreement(s), so long as CenturyLink's unilateral resolution does not materially impact the Project, including the Project schedule.

ARTICLE III—MISCELLANEOUS

1. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

2. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

3. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

4. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set below. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

To City:
Jorge Cervantes
Director of Public Works
333 North Rancho Drive, 9th Floor
Las Vegas, NV 89106

To CenturyLink:
Central Telephone Company d/b/a CenturyLink
C/O Engineering Manager – South District
6700 Via Austi Parkway Mailstop: NVLVEL0201-212
Las Vegas, NV 89119

With a copy of any CenturyLink default of any terms of this Agreement to:
CenturyLink Law Department
100 CenturyLink Drive
Monroe, LA 71203

5. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No Supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

6. 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.

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

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 11/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CENTRAL TELEPHONE COMPANY d/b/a CENTURYLINK

By: _____

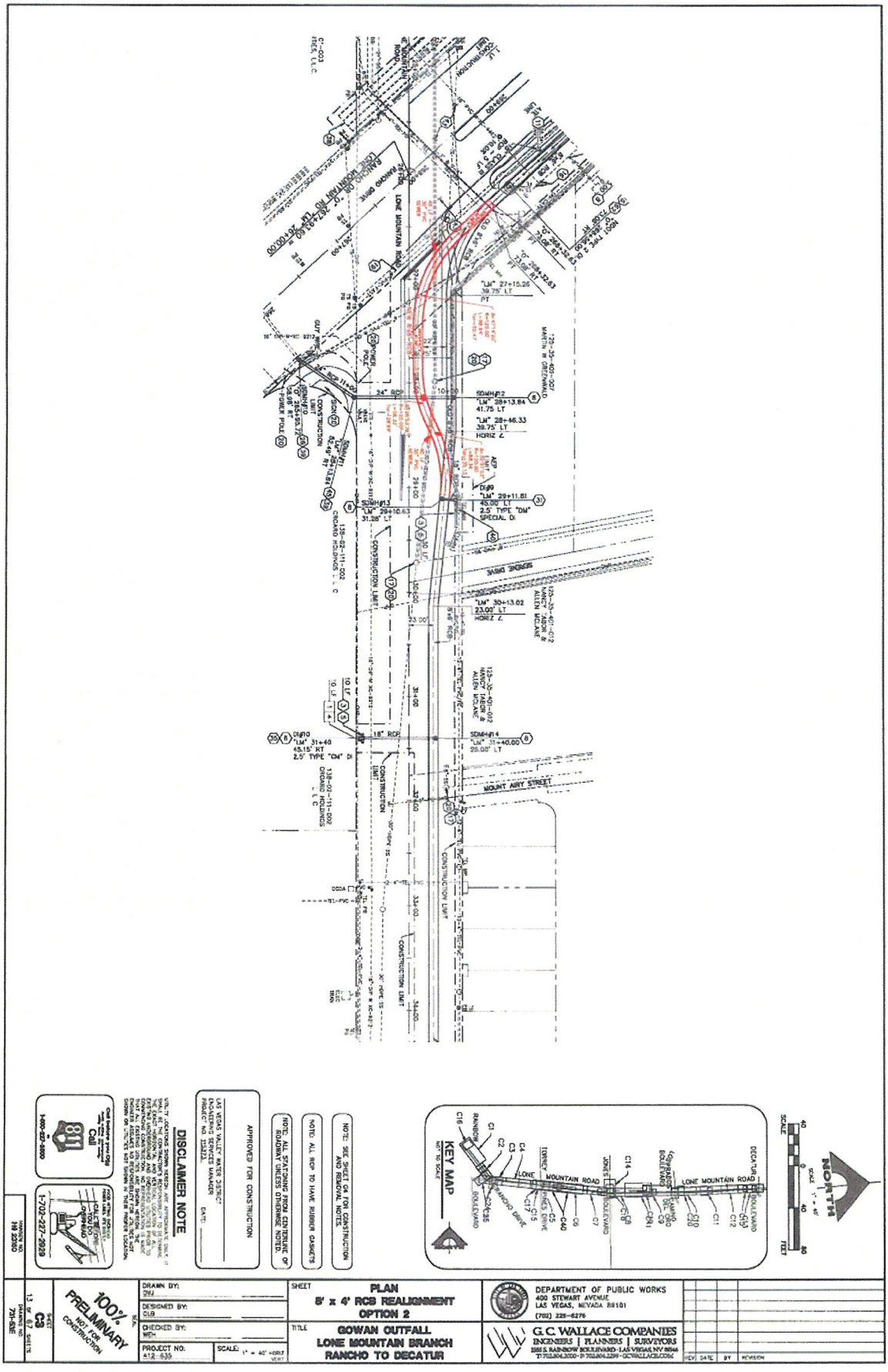
Name: Greg Edmondson

Title: Vice President - Engineering / Construction

EXHIBIT A

DEPICTION OF REDESIGNED PROJECT

Exhibit A



DISCLAIMER NOTE

APPROVED FOR CONSTRUCTION

LAS VEGAS VALLEY WATER DISTRICT
ENGINEERING SERVICES MANAGER
PROJECT NO. 03021

DATE: _____

NOTE: ALL STATIONING FROM CENTERLINE OF ROADWAY UNLESS OTHERWISE NOTED.

NOTE: ALL MOP TO HAVE RUBBER GASKETS

NOTE: SEE SHEET G4 FOR CONSTRUCTION AND REMOVAL NOTES.

Call 811 or 1-800-227-2600

1-702-227-2600

DRAWN BY:	JWJ
DESIGNED BY:	DLB
CHECKED BY:	WEH
PROJECT NO:	412-635
SCALE:	1" = 40' HORIZ

100% PRELIMINARY NOT FOR CONSTRUCTION

SHEET C3

SHEET PLAN
8' x 4' RCS REALIGNMENT
OPTION 2

TITLE GOWAN OUTFALL
LONE MOUNTAIN BRANCH
RANCHO TO DECATUR

DEPARTMENT OF PUBLIC WORKS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101
(702) 229-6276

G.C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS
2880 S. RAINBOW BOULEVARD - LAS VEGAS, NV 89146
T: 702.804.3000 - F: 702.804.3299 - GCWALLACE.COM

REV	DATE	BY	REVISION

DRAWING NO. 19 2030

Exhibit A

REMOVAL NOTES

1. REMOVE CURB AND GUTTER
2. REMOVE ASPHALT CONCRETE PAVEMENT
3. SAWCUT AND REMOVE
4. REMOVE SIDEWALK
16. REMOVE CONCRETE VALLEY GUTTER

TRAFFIC SIGNAL CONSTRUCTION NOTE

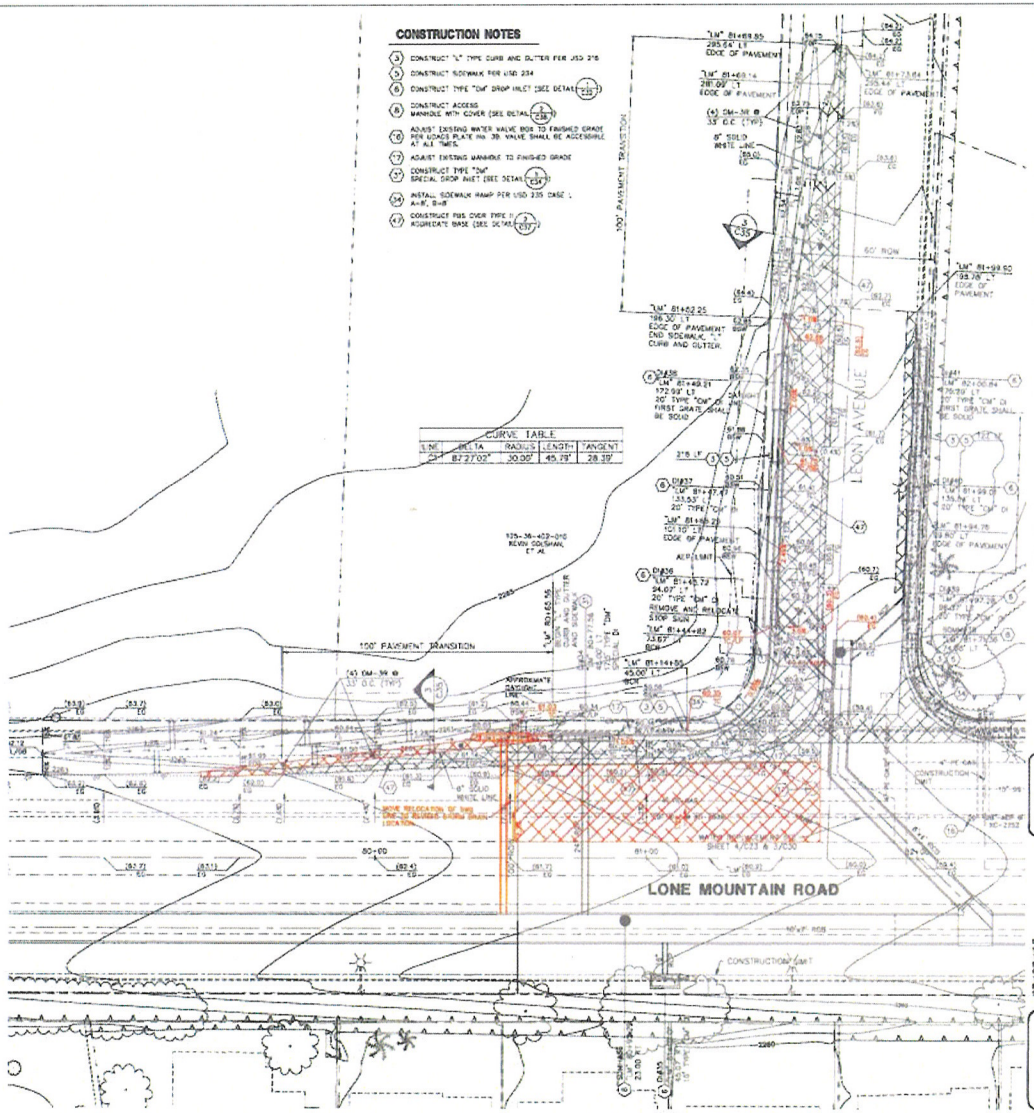
THE EXISTING TRAFFIC SIGNAL MUST REMAIN OPERATIONAL AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE UNIFORMED TRAFFIC CONTROL OFFICERS AT ALL TIMES WHEN THE SIGNAL CANNOT REMAIN OPERATIONAL UNLESS ANOTHER METHOD IS APPROVED BY THE CITY OF LAS VEGAS TRAFFIC ENGINEER.

CONSTRUCTION NOTES

3. CONSTRUCT "L" TYPE CURB AND GUTTER PER USD 216
5. CONSTRUCT SIDEWALK PER USD 234
6. CONSTRUCT TYPE "DM" DROP INLET (SEE DETAIL 1/C20)
8. CONSTRUCT ACCESS MANHOLE WITH COVER (SEE DETAIL 1/C28)
12. ADJUST EXISTING WATER VALVE BOX TO FINISHED GRADE PER LOCAG PLATE NO. 39. VALVE SHALL BE ACCESSIBLE AT ALL TIMES.
17. ADJUST EXISTING MANHOLE TO FINISHED GRADE
22. CONSTRUCT TYPE "DM" SPECIAL DROP INLET (SEE DETAIL 1/C27)
34. INSTALL SIDEWALK RAMP PER USD 235 CASE 1, A-W, B-W
47. CONSTRUCT PIB OVER TYPE II AGGREGATE BASE (SEE DETAIL 1/C17)

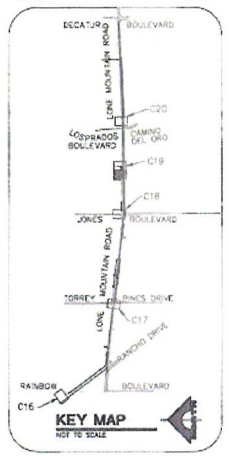
CURVE TABLE

LINE	DELTA	RADIUS	LENGTH	TANGENT
C1	82°27'00"	30.00'	45.79'	28.39'



GRADING PLAN
SCALE: 1"=20'

NORTH
SCALE 20 0 20 40 FEET



KEY MAP
NOT TO SCALE

LEGEND

- NEW PAVEMENT
- NEW CURB, GUTTER, AND SIDEWALK
- 3/4" ROTOMILL AND 3/4" LIFACE SURFACE
- REMOVE ASPHALT CONCRETE PAVEMENT
- REMOVE CURB, GUTTER, AND SIDEWALK
- REMOVE CONCRETE VALLEY GUTTER

APPROVED FOR CONSTRUCTION

LAS VEGAS VALLEY WATER DISTRICT
ENGINEERING SERVICES MANAGER
PROJECT NO. 115373 DATE:

NOTE: ALL ROP TO HAVE RUBBER GASKETS

NOTE: ALL STATIONING FROM CENTERLINE OF ROADWAY UNLESS OTHERWISE NOTED.

DISCLAIMER NOTE

UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION

Call before you Dig — Call 811 — 1-800-227-2600

CALL BEFORE YOU DO OVERHEAD — 1-702-227-2929

DEPARTMENT OF PUBLIC WORKS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101
(702) 229-6251

G.C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS
2880 S. JONES BOULEVARD | LAS VEGAS, NV 89146
PHONE (702) 263-3535 | WWW.GCWALLACE.COM

NO.	DATE	BY	REVISION

SHEET: ENLARGEMENT LEON AVENUE AND LONE MOUNTAIN ROAD
TITLE: GOWAN OUTFALL LONE MOUNTAIN BRANCH RANCHO TO DECATUR

DRAWN BY:
DESIGNED BY:
CHECKED BY:
PROJECT NO. 1.24.450
SCALE: 1"=20' N/A
HORIZ. VERT.

100% PRELIMINARY NOT FOR CONSTRUCTION

SHEET C19
29 OF 67 SHEETS

HANSEN NO. H9 23180
DRAWING NO. 731-53E

EXHIBIT B

CHANGE ORDER

Exhibit B

CENTURY LINK EXTRA WORK AT RANCHO DRIVE COST ESTIMATE

Bid No. 10.1730.17-DC

GOWAN OUTFALL LONE MOUNTAIN BRANCH - RANCHO TO DECATUR

10/17/2011 *City of Las Vegas*					Contractor: Spirit Underground, LLC
ITEM NO.	**DESCRIPTION**	**U O M**	**BID QUANTITY**	**UNIT PRICE**	**BID EXTENDED PRICE**
1	EXTRA WORK TO PLACE 8' X 6' BOX CULVERT AT NEW LOCATION TO AVOID CONFLICT WITH CENTURY LINK DUCT BANK AT LONE MOUNTAIN ROAD AND RANCHO DRIVE	LS	1	$ 346,415.39	$ 346,415.39
2	EXTRA WORK FOR ADDITIONAL BITUMINOUS PAVEMENT DUE TO PLACING DROP INLET AT NEW LOCATION TO AVOID CENTURY LINK MANHOLE AT LEON AVENUE	SF	500	$ 24.30	$ 12,150.00
3	RE-DESIGN COST FOR ITEM 1 AND 2 BY G.C.WALLACE	LS	1	$ 24,355.00	$ 24,355.00
	TOTAL CHANGE ORDER				**$ 382,920.39**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Supplemental Interlocal Contract No. 6 - 525f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $27,000 and extend the project completion date to December 31, 2013 for design and construction for the Decatur Boulevard, Meadows Lane to Sahara Avenue project ($27,000 - Public Works Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount: $27,000
Funding Source: Public Works CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The Regional Transportation Commission (RTC) approved an Interlocal Contract dated November 10, 2005 and Supplemental Interlocal Contracts dated January 8, 2009, February 12, 2009, June 11, 2009, March 11, 2010 and September 9, 2010 for the design and construction of roadway improvements for the Decatur Boulevard, Meadows Lane to Sahara Avenue project. This Supplemental Interlocal Contract No. 6 will increase total project funding in the amount of $27,000 and extend project completion date to December 31, 2013. Total amount of project funding shall not exceed $3,846,000. The RTC approved this contract at their October 13, 2011 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 6 – 525f

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6
DECATUR BOULEVARD, MEADOWS LANE TO SAHARA AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6 made and entered into this 13th day of October, 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 November 10, 2005 and a supplemental interlocal contracts on January 8, 2009, February 12, 2009, June 11, 2009, March 11, 2010 and September 9, 2010 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Decatur Boulevard, Meadows Lane to Sahara Avenue, being located wholly within the CITY; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition, and right-of-way other; and,

WHEREAS, the CITY desires to increase Project 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

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 construction, engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition and utility relocation shall not exceed $3,846,000.

2. The City will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $2,233,000, engineering design at a cost not to exceed $910,000, right-of-way acquisitions at a cost not to exceed $605,000, and right-of-way other at a cost not to exceed $98,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III: GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to December 31, 2013. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated November 10, 2005 and supplemental interlocal contracts dated January 8, 2009, February 12, 2009, June 11, 2009, March 11, 2010 and September 9, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 6 is effective as of the date first set forth above.

Date of Commission Action:

October 13, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

JECIA HUTCHINSON, Executive Assistant

Approved as to Form:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

_____ 10/24/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Supplemental Interlocal Contract No. 1 - 642a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $255,000 for design and construction for the Jones Boulevard / Valley View Boulevard Couplet, US-95 to Desert Inn Road project ($255,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount: $255,000
Funding Source: Road and Flood CPF
Dept./Division: PW / City Engineer

PURPOSE/BACKGROUND:

The Regional Transportation Commission (RTC) approved an Interlocal Contract dated July 8, 2010 for design and construction of roadway improvements for the Jones Boulevard / Valley View Boulevard Couplet, US-95 to Desert Inn Road project. This Supplemental Interlocal Contract No. 1 will increase total project funding in the amount of $255,000. Total cost of the contract shall not exceed $22,505,000. The Regional Transportation Commission of Southern Nevada approved this contract at their October 13, 2010 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 1 - 642a

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
JONES BOULEVARD / VALLEY VIEW BOULEVARD COUPLET-US-95 TO DESERT INN ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 made and entered into this 13th day of October, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Jones Boulevard / Valley View Boulevard Couplet - US-95 to Desert Inn Road, hereinafter referred to as the "PROJECT", has been approved by the Regional Transportation Commission of Southern Nevada; and,

WHEREAS, the parties have executed an Interlocal Contract dated July 8, 2010; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY wishes to increase total Project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually agreed and understood, as follows:

SECTION II: PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide from Senate Bill 5 (SB5) funds for PROJECT costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total PROJECT cost for construction, engineering design, contract administration, right-of-way negotiations and acquisition and right-of-way other shall not exceed $22,505,000.

2. The City will be issued a revised "Authorization to Proceed" for construction including the pre-construction and construction phase services of the Construction Manager at Risk at a cost not to exceed $17,850,000, engineering design and construction management at a cost not to exceed $3,555,000, right-of-way acquisitions at a cost not to exceed $1,000,000, and right-of-way other at a cost not to exceed $100,000 at the time written "Authorization to Proceed" is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated July 8, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

October 13, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

JECIA HUTCHINSON, Executive Assistant

Approved as to Form:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

_____ 10/24/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve First Supplemental Interlocal Contract LAS16L11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $154,604 for engineering design of the Rancho Road System - Elkhorn Road, Fort Apache Road to Grand Canyon Drive ($154,604 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $154,604
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated July 14, 2011 for engineering design of the Rancho Road System – Elkhorn, Fort Apache to Grand Canyon project. This First Supplemental Interlocal Contract will increase total project funding in the amount of $154,604. The total cost of the contract shall not exceed $400,000. The CCRFCD approved this contract at their October 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Supplemental Interlocal Contract LAS16L11

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

RANCHO ROAD SYSTEM – ELKHORN, FORT APACHE TO GRAND CANYON

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of October, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Number RCHB 0275, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated July 14, 2011 was entered into between the CITY and the DISTRICT; and

WHEREAS, the City desires to increase project funding for engineering design.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECTS COSTS, shall be revised to read the following:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $390,000.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $5,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $400,000 which includes all the items described in the paragraphs above.

5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract, will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of the original Interlocal Contract dated July 14, 2011 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 10/24/11
Deputy City Attorney Date

Date of District Action

October 13, 2011

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: [signature] 10/13 2011
Christopher Figgins Date
Chief Deputy District Attorney

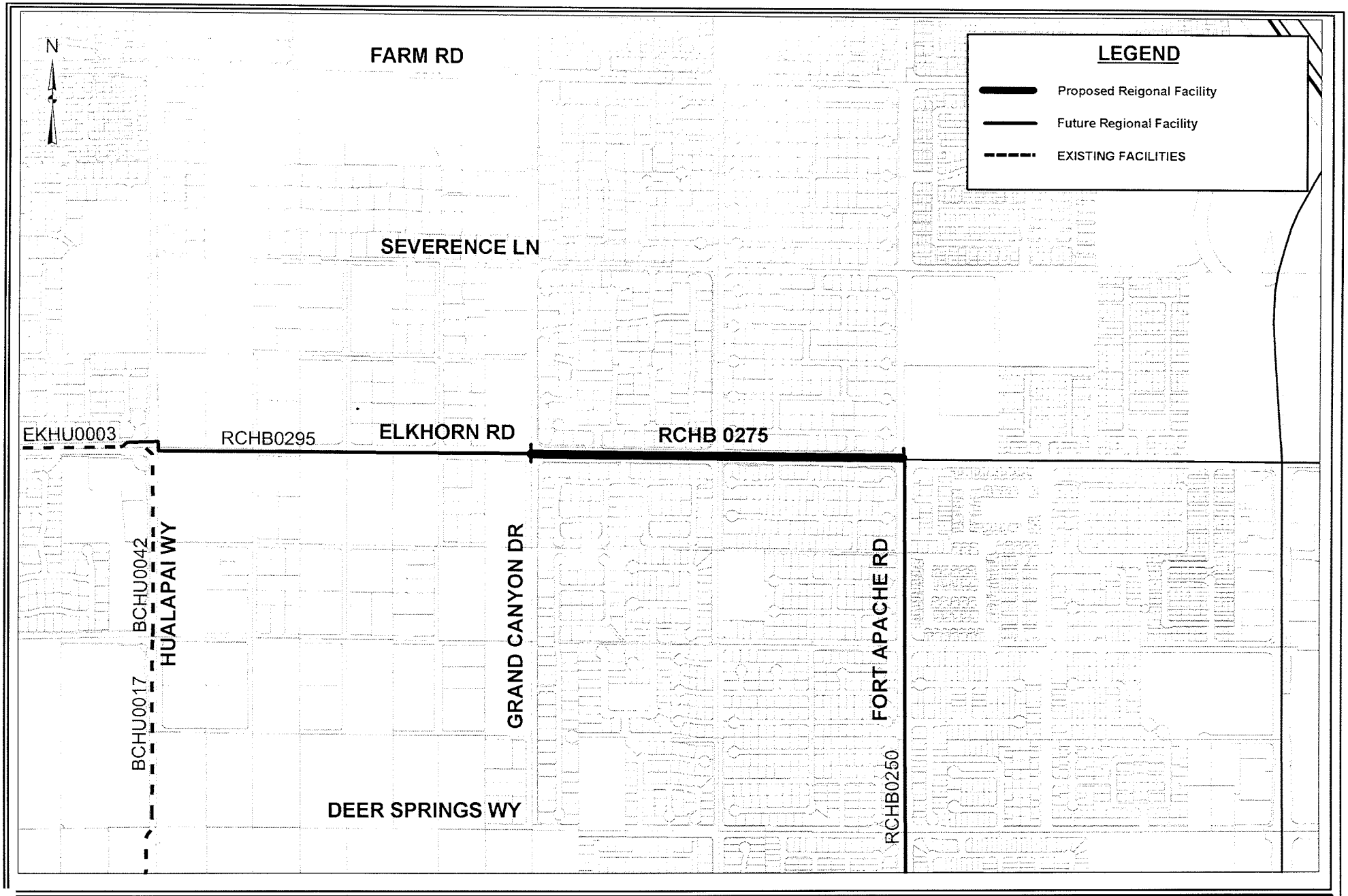


EXHIBIT A

RANCHO ROAD SYSTEM - ELKHORN, FORT APACHE TO GRAND CANYON (LAS16L11)

JUNE 11

LAS16L11

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\EXHIBITS\Exhibit A - RANCHO ROAD SYSTEM - ELKHORN, FORT APACHE TO GRAND CANYON DRIVE.mxd

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS28B11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $350,000 for construction for the Oakey Drain - Cahlan Drive to Barnard Drive ($350,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $350,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated May 19, 2011 and First Supplemental Interlocal Contract dated July 14, 2011 for construction and construction management for the Oakey Drain – Cahlan to Barnard project. This Second Supplemental Interlocal Contract will increase total project funding in the amount of $350,000. The total cost of the contract shall not exceed $5,636,000. The CCRFCD approved this contract at their October 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS28B11

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

OAKEY DRAIN – CAHLAN TO BARNARD

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of October, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update, as facilities FWOK 0076 and 0100 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated May 19, 2011 and First Supplemental Interlocal Contract dated July 14, 2011 were entered into between the CITY and the DISTRICT; and

WHEREAS, the City desires to increase project construction funding.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECT COSTS, shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management at a cost not to exceed $346,000.

2. Construction at a cost not to exceed $5,290,000.

3. The total cost of the contract shall not exceed $5,636,000 which includes all of the items described in the paragraphs above.

4. Sufficient DISTRICT funds are now available for the PROJECT. Therefore, the DISTRICT is able to meet its obligation to fully fund the PROJECT and reimburse the CITY for advanced PROJECT costs, without interest, for eligible PROJECT costs incurred after March 10, 2011.

5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract, will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of the original Interlocal Contract dated May 19, 2011 and First Supplemental Interlocal Contract dated July 14, 2011 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 10/24/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

October 13, 2011

Regional Flood Control District

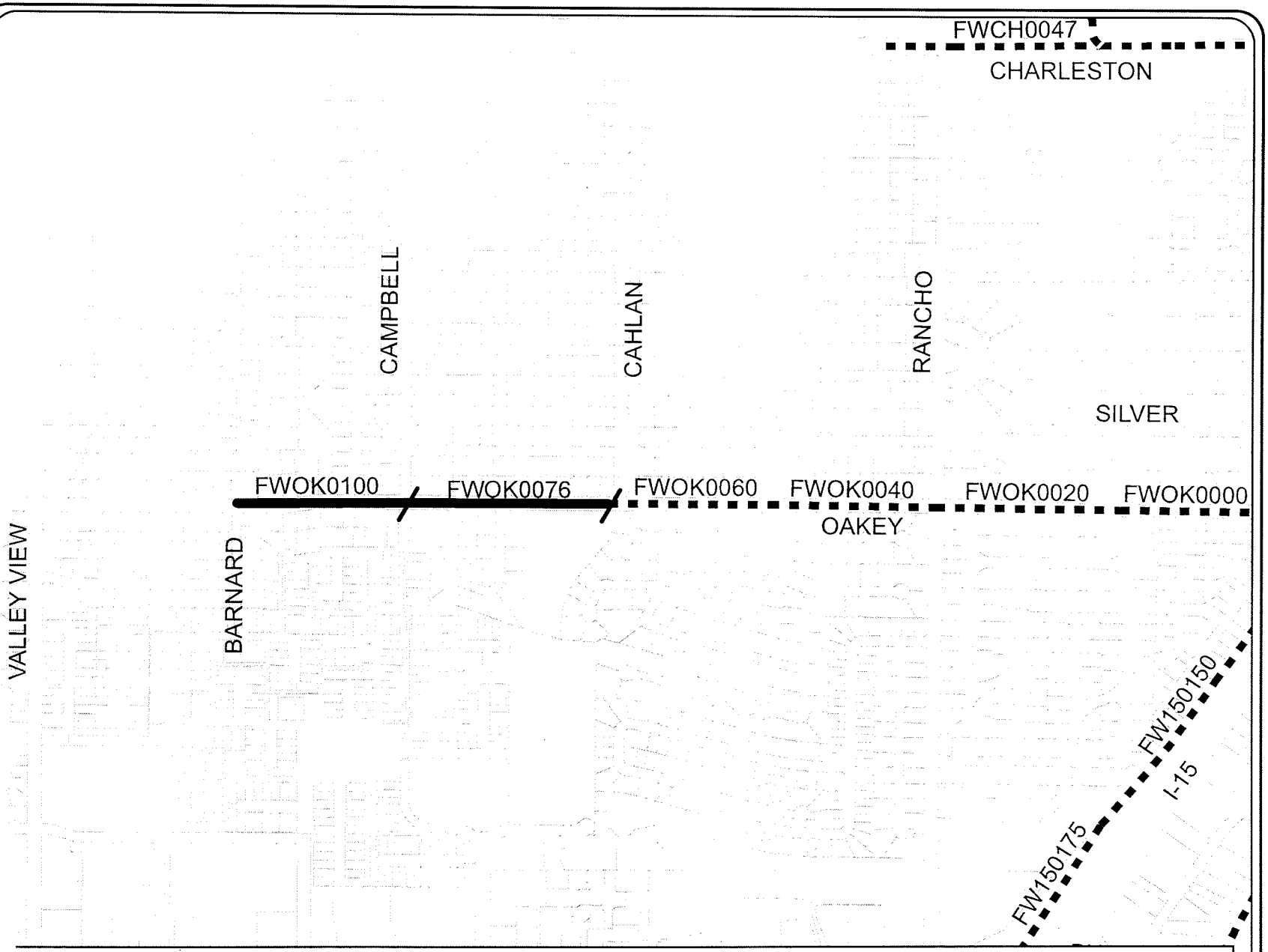
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 10/13/2011
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

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LEGEND

PROPOSED REGIONAL STORM DRAIN FACILITY

EXISTING STORM DRAIN FACILITY

EXHIBIT A
OAKEY DRAIN - CAHLAN DRIVE TO BARNARD DRIVE **(LAS28B11)**

LAS28B11

F:\Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - OAKEY DRAIN - CaHlan Drive to Barnard Drive (LASxxxxx)_121610.mxd

Due to continuous development activity this map is for reference only.

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City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve First Supplemental Interlocal Contract LAS14C11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $400,000 for engineering design of the Freeway Channel - Washington Avenue, Martin L. King Boulevard (MLK) to Rancho Drive ($400,000 - Road and Flood Capital Project Fund [CPF]) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $400,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated July 14, 2011 for engineering design for the Freeway Channel – MLK to Rancho Drive project. This First Supplemental Interlocal Contract will increase total project funding in the amount of $400,000. The total cost of the contract shall not exceed $998,510. The CCRFCD approved this contract at their October 13, 2011 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS14C11

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

FREEWAY CHANNEL – WASHINGTON, MLK TO RANCHO DRIVE

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of October, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Numbers LV15 0424, LV15 0472 and LV15 0474, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the Interlocal Contract dated July 14, 2011 was entered into between the CITY and the DISTRICT; and

WHEREAS, the City desires to increase project funding for engineering design.

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECTS COSTS, shall be revised to read the following:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $988,510.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $5,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $998,510 which includes all the items described in the paragraphs above.

5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract, will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of the original Interlocal Contract dated July 14, 2011 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 10/24/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

October 13, 2011

Regional Flood Control District

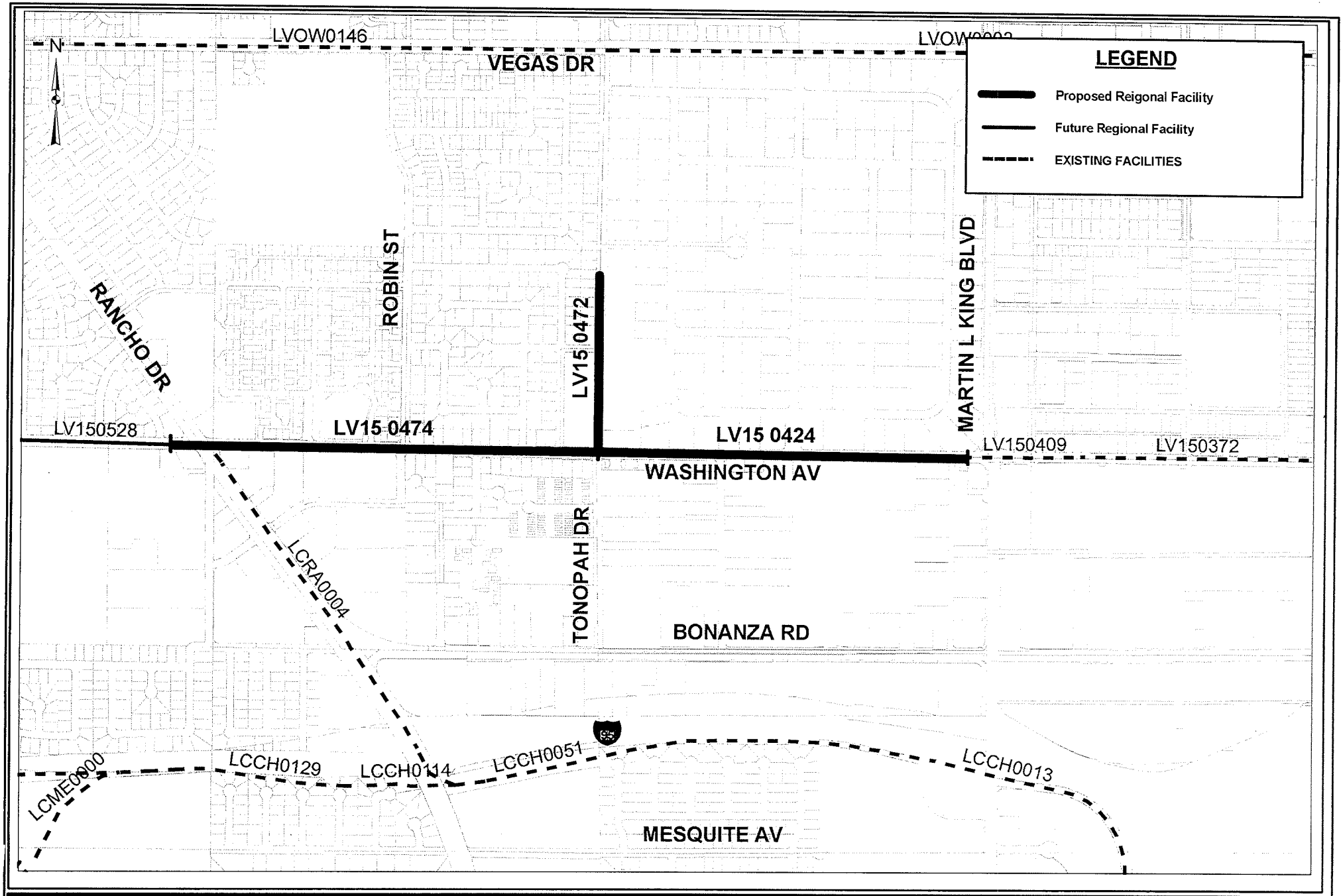
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 10/13/2011
Christopher Figgins Date
Chief Deputy District Attorney



LAS14C11

EXHIBIT A

JUNE 11

FREEWAY CHANNEL - WASHINGTON, MLK TO RANCHO DRIVE (LAS14C11)

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\EXHIBITS\Exhibit A - ELKHORN FREEWAY CHANNEL - WASHINGTON, MLK TO RANCHO DRIVE.mxd

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
Discussion for possible action on the ratification of Matthew Fisk as the Administrator of Municipal Court ($125,000 annual salary + benefits - General Fund)

Fiscal Impact

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

Amount: $125,000 annual salary + benefit
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
Matthew Fisk is current the Reno Municipal Court Administrator, and previously was the Court Administrator for the Carson City Justice/Municipal & District Court. He has a Master's Degree in Management of Justice (Court Administration) and a BA in Criminal Justice (Community Policing). He also holds Certification by the NCSC Institute of Court Management.
Mr. Fisk will work with Jim Carmany during a month's transition period until Jim retires on January 5, 2012.

RECOMMENDATION:
Approve and ratify the appointment of Matthew Fisk to the position of Municipal Court Administrator

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
Discussion for possible action regarding an Appeal of Work Card Denial for David Dwayne Newsome, db at Flex, 4371 West Charleston Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - For Possible Action - PARKS & RECREATION ADVISORY COMMISSION – William Teel, Term Expiration 12-17-2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
William Teel was originally recommended by Councilman Reese and his term will expire December 17, 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. All the Commissioners are eligible and wish to be reappointed. Procedure for this Board requires appointment by the City Council. This item was held in Abeyance from the November 16, 2011 City Council meeting.

RECOMMENDATION:
Options are:
Reappoint Mr. Teel or appoint a new member to fill the seat

BACKUP DOCUMENTATION:
Current Listing and Authority

11-17-2011

PARKS & RECREATION ADVISORY COMMISSION

	MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1.	ARMENIAN, ADROUSHAN (ANDY)	2050 Troon Dr., Henderson	89074	6-4-2008 **(Reappt 1-21-2009)**	2-5-2012
2.	LEE, HARRY	8125 Bay Dunes Street	89131	12-6-2006 **(Reappt 12-3-2008)** **(Reappt 11-16-2011)**	12-7-2014
3.	AKER, MICHAEL R., SR.	172 Marion Drive	89110	10-4-2006 **(Reappt 11-15-2006)** **(Reappt 12-2-2009)**	12-12-2012
4	STEPHENS, KYLE	2231 Monte Cristo	89117	11-7-2007	1-8-2012
5.	HEENAN, LETIA (LEE) M.	4527 Alpine Place	89107	9-1974 **(Reappt 12-15-1997)** **(Reappt 1-03-2001)** **(Reappt 1-7-2004)** **(Reappt 12-20-2006)** **(Reappt 12-17-2009)**	1-7-2013
6.	THOMASON, APRIL	8170 Hawk Clan Court	89131	11-16-2011	12-3-2014
7.	LOPEZ, DAVID ALEXANDER	1418 Bracken Avenue	89104	1-5-2011 **(Effective 1/6/2011)**	1-6-2014
8.	CALLO JR., JOSEPH R.	8529 Brownstone Court	89139	11-2-2011	11-2-2014
9.	WHITE, MALCOLM D.	8504 Copper Falls Avenue	89129	11-07-2001 **(Reappt 4-7-2004)** **(Reappt 3-7-2007)** **(Reappt 3-17-2010)**	4-07-2013
10.	SHERMAN, LISA B. (Formerly Lisa Cavaretta)	P. O. Box 80104 (Mailing) (3077 Yankee Clipper Dr., 89117, Home)	89180	4-01-1992 **(Reappt 4-05-1995)** **(Reappt 3-23-1998)** **(Reappt 3-07-2001)** **(Reappt 3-17-2004)** **(Reappt 3-7-2007)** **(Reappt 3-17-2010)**	4-01-2013
11.	FOGER, CHARLES	1121 Tumbleweed Avenue	89106	11-06-2002 **(Reappt 2-19-2003)** **(Reappt 3-1-2006)** **(Reappt 3-4-2009)**	3-24-2012
12.	FARLER, JERRY	6612 Elton Avenue	89107	7-6-2011	7-6-2014

13.	BUCHMAN, LAURIE R.	238 Apennine Place	89138	9-17-2008 **(Reappt 3-4-2009)**	3-24-2012
14.	McCURDY, WILLIAM	1117 Hart Avenue	89106	12-05-2001 **(Reappt 1-22-2003)** **(Reappt 1-18-2006)** **(Reappt 1-21-2009)**	2-20-2012
15.	TEEL, WILLIAM J.	7830 Brentleaf Avenue	89131	12-17-2008	12-17-2011

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 Parks & 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.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - TRAFFIC & PARKING COMMISSION – Robert Hoban, Term Expiration 12-20-2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
The members of this board are appointed by the Mayor and confirmed by the City Council such that one member shall reside in and represent each of the six Wards and one member shall represent the City as a whole. Terms are 4 years; there is no requirement to fill unexpired portions of terms and no limit to the number of terms which may be served. Mr. Hoban is a Resident of Ward 3; he is eligible and wishes to be reappointed. Staff has recommended Mr. Hoban's reappointment.

RECOMMENDATION:
Procedure for this Board requires appointment by the Mayor with confirmation by the City Council.
Options are:
Reappoint Mr. Hoban as the Ward 3 resident OR appoint a new Ward 3 resident to this seat.

BACKUP DOCUMENTATION:
Current Listing and Authority

Traffic and Parking Commission

	Name		Appointment Date	Expiration Date	Recommended By:
1	**David Stephen Turner** Resident of Ward 2	**City-Wide Appointment**	6 /19/2002 **Reapp: 5/17/2006**	6/19/2014 **6/16/2010**	Mayor
2	**Bette Craik**	**Ward 1**	5 /15/2002 **Reapp: 4/19/2006**	5/15/2014 **4/21/2010**	Tarkanian
3	**Martin Esbin**	**Ward 2**	2 /21/1996 **Reapp: 2/16/2000** **1/16/2008**	2/21/2012 **2/4/2004**	Wolfson
4	**Robert Hoban**	**Ward 3**	12/20/1995 **Reapp: 1/5/2000** **11/21/2007**	12/20/2011 **12/3/2003**	Reese
5	**John J. Phillips**	**Ward 4**	1 /3 /2001 **Reapp: 9/15/2004**	10/18/2012 **10/1/2008**	Brown
6	**Lillian McMorris** (Replaced Vernell McNeal)	**Ward 5**	8 /18/2010 **Reapp: N/A**	8/18/2014	Barlow
7	**Ed Garcia**	**Ward 6**	3 /3 /2004 **Reapp: 2/6/2008**	3/3/2012	Ross
8	**Sheriff or Designee**		10/4 /2000 **Reapp: N/A**		
9	**Public Works Dir. or Designee**		10/4 /2000 **Reapp: N/A**		

AUTHORITY: L.V.M.C. 2.48, Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001. Resolution R-34-2002, adopted 6-5-2002, creates a Traffic Signal Capital Improvements Advisory Committee in conjunction with the City's Traffic Signal Capital Improvements Plan.

TERM: 4 years. No limit to number of terms. No requirement to fill unexpired portions of terms.

MEMBERS: 9 voting members - 7 members of the public, the Sheriff, & Public Works Director.
(Bill #89-72 adopted 1-3-90 increased from 3 to 5 the public members; Ordinance #5258 enacted 10/4/2000 increased the public membership to 7 to include the two new Wards). Seven public members appointed by the Mayor and confirmed by the City Council such that one member shall reside in and be representative of each of the six Council Wards with one member representing the City as a whole. Ex-Officio (non-voting) - Traffic Engineer, City Attorney, Fire Chief, Director of Planning Department or their designees and other staff members that the City Manager may designate.

NOTES: MUST BE CITY OF LAS VEGAS RESIDENT, Ord. 3527.

NO CITY FINANCIAL DISCLOSURE REQUIREMENT per 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 no longer required to file State form.)

MEETINGS: Meets in accordance with a meeting schedule adopted as part of the Rules and Regulations pursuant to 2.48.050, City Hall Council Chambers (Ord 6049)

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - CONSERVATION DISTRICT OF SOUTHERN NEVADA (CDSN) BOARD – Chris Magee, Term Expiration 12-31-2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
In accordance with NRS 548.283 (1), the governing bodies of the incorporated cities within Clark County may jointly appoint one representative to serve as supervisor on the Conservation District of Southern Nevada (CDSN) Board. Mr. Chris Magee was appointed in May of 2009 to replace Dirick Van Gorp, who resigned in September 2008 after serving almost five terms. The CDSN is recommending the reappointment of Mr. Chris Magee, Environmental Manager in the Energy and Environmental Services Division of the MGM Mirage. The City of Las Vegas is the first of the entities to place this matter on an agenda. Each supervisor shall serve for a term of two years and unexpired terms must be filled.

RECOMMENDATION:
Options are: The Las Vegas City Council approve Mr. Chris Magee to serve on the Conservation District of Southern Nevada Board OR place another name in nomination for service on this Board for consideration by other local agencies.

BACKUP DOCUMENTATION:
Current Listing and Authority

Conservation District of Southern Nevada Board

Name	Appointment Date	Expiration Date	Recommended By:
Chris Magee Replaces Dirick Van Gorp - Resigned 09/2008	5 /20/2009 **Reapp: N/A**	12/31/2011	

Authority: NRS 548.283(1)

Term: 2 Years - Must Fill Unexpired Term

Appointed: Nominated by governing bodies of incorporated cities within Clark County (Henderson, Boulder City, North Las Vegas, and Mesquite)
Final action (appointment) by Clark County Conservation District Board

Notes: No City residency required. No financial disclosure required.

Purpose: Conducts surveys, investigations and research relating to natural resources.

Coordinator: Jody Bechtel, Chair
Clark County Conservation District of Southern Nevada
Building A, Suite 400
5820 South Pecos Road
Las Vegas, Nevada 89129
262-9047, Ext. 5

Meetings: Desert Demonstration Gardens
3701 West Alta Drive
Las Vegas, Nevada

Once a month, 3rd Wednesday, 2:30 P.M.

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - OVERSIGHT PANEL FOR SCHOOL FACILITIES – Councilman Steve Wolfson, Term Expiration 12-31-2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
The 1997 State Legislature formed the Oversight Panel for School Facilities whose obligation it is to "review and approve or disapprove a request by the board of trustees of the school district for the issuance of general obligation bonds" for school construction (NRS 393.097). The law calls for a representative of the County Commission and each of the City Councils in Clark County to serve on this panel, along with five members appointed by the Board of School Trustees. Councilman Steve Wolfson has served as the City's representative on this Panel for one term, expiring December 31, 2011, is eligible and wishes to be reappointed.

RECOMMENDATION:
Procedure to fill this seat is appointment by the Mayor with ratification by the City Council. Options are to reappoint Councilman Wolfson or appoint a new member of the Council to serve on the Oversight Panel for School Facilities.

BACKUP DOCUMENTATION:
Current Listing and Authority

1-7-2009

OVERSIGHT PANEL FOR SCHOOL FACILITIES

Member	Appt. Date	Exp./ Notes
Councilman Steve Wolfson	1-7-2009	12-31-2011

Authority: NRS 393.092; AB353

Term: 2-Year term begins on January 1 and ends on December 31 of the second year

Appointment: Committee consists of 11 members as follows:

Six members elected representatives of local government determined as follows:

1 member board of county commissioners appointed by a majority vote of the board of county commissioners

1 member of the governing body of each incorporated city in the county, each of whom is appointed by a majority vote of the governing body of which he is a member.

If the county and cities' membership is less than six, one additional member of the board of county commissioners and, if applicable, additional members of the governing bodies of incorporated cities in the county, appointed as above, until six members have been appointed. If this membership would result in an unequal number of representatives among the incorporated cities, the membership of the incorporated cities on the panel must be rotated and the board of county commissioners shall draw lots to determine which city of cities will be first represented, which next, and so on.

Five members board of trustees of the County School District according to specific criteria set forth in Section 6 of AB353.

After the initial terms, the term of each member of this panel is 2 years; members are eligible for reappointment.

Purpose: On or before July 1 of each even-numbered year, the Oversight Panel is mandated to submit to the director of the Legislative Counsel Bureau for transmittal to the next regular session of the legislature written recommendations for financing the cost of new construction, design, maintenance and repair of school facilities. In addition, the Oversight Panel shall review and approve or disapprove a request by the Board of Trustees of the School District for the issuance of General Obligation Bonds pursuant to Subsection 4 of NRS 350.020.

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – M. Frances Barron, Term Expiration 4-18-2013 (Resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board is comprised of five members appointed by the City Council and five members appointed by Clark County. Terms of office are for four years, members are limited to two terms and unexpired terms must be filled. Membership on this Board requires City residency and attendance is compensatory. Ms. Barron was originally appointed by Councilwoman Tarkanian on April 3, 2002 to fill an unexpired term and has resigned effective November 10, 2011. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:
The Option is for the City Council to appoint a new member to fill the unexpired term of M. Frances Barron.

BACKUP DOCUMENTATION:
Current Listing and Authority

10-27-2011 **Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT BOARD OF TRUSTEES

	MEMBERS	ADDRESS	ZIP CODE	ORIG. APPT.	TERM EXPIRES
1.	BENAVIDEZ, KELLY	8800 River Pines Court #101	89117	6/2/2004 **(Reapp. 2/7/2007)** **(Reapp. 3/16/2011)**	3/6/2015
2.	YTURRALDE, YDOLEENA	3657 N. Valadez Street	89129	3/16/2011 **(Effect. 4/3/2011)**	4/3/2015
3.	KIRSH, RON	703 South 8th Street	89101	5/21/2008 **(Reapp. 4/1/2009)**	4/7/2013
4.	REESE, CAROL A.	1008 Macfarlane Street	89101	4/18/2009	4/18/2013
5.	BARRON, M. FRANCES (Formerly Sponer)	2025 Eagle Trace Way	89117	4/3/2002 **(Reapp. 3/16/2005)** **(Reapp. 4/15/2009)**	4/18/2013

AUTHORITY: Consolidated Library District created by the 1985 Legislature
S. B. 158, 2-18-85
NRS 379.0222
Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001 regarding Financial Disclosure requirement
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

TERM: 4 years (limited to 2 terms*)
(Must fill unexpired portion of terms, if appropriate)
*In March of 2009, the Consolidated Library District Attorney reversed the opinion made in 2003 that members may serve two four-year terms plus any unexpired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years. The new opinion removes the 10 year cap while maintaining the limit to two full terms in addition to any portion of an unexpired term to which the member has been appointed.

MEMBERS: 5 members appointed by the City Council
(County also appoints 5 members)

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

Members receive $40 per meeting, but not more than $80 per month.

Ms. Jeanne Goodrich, Executive Director
7060 W. Windmill Lane
Las Vegas, NV 89113
507-6186

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-39 - For Possible Action - 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:
ADOPTION at 12/7/2011 City Council Meeting as a First Amendment pursuant to the 11/15/2011 Recommending Committee Meeting.

First Reading – 10/19/2011; First Publication – 11/23/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-39
2. Business Impact Statement
3. Residential Foreclosure Analysis by Mike Bouse and Comments from Nevada State Bank by Charles Cook
4. Redlined Proposed First Amendment and Proposed First Amendment submitted at 11/15/2011 Recommending Committee meeting
5. Bill No. 2011-39 First Amendment

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:

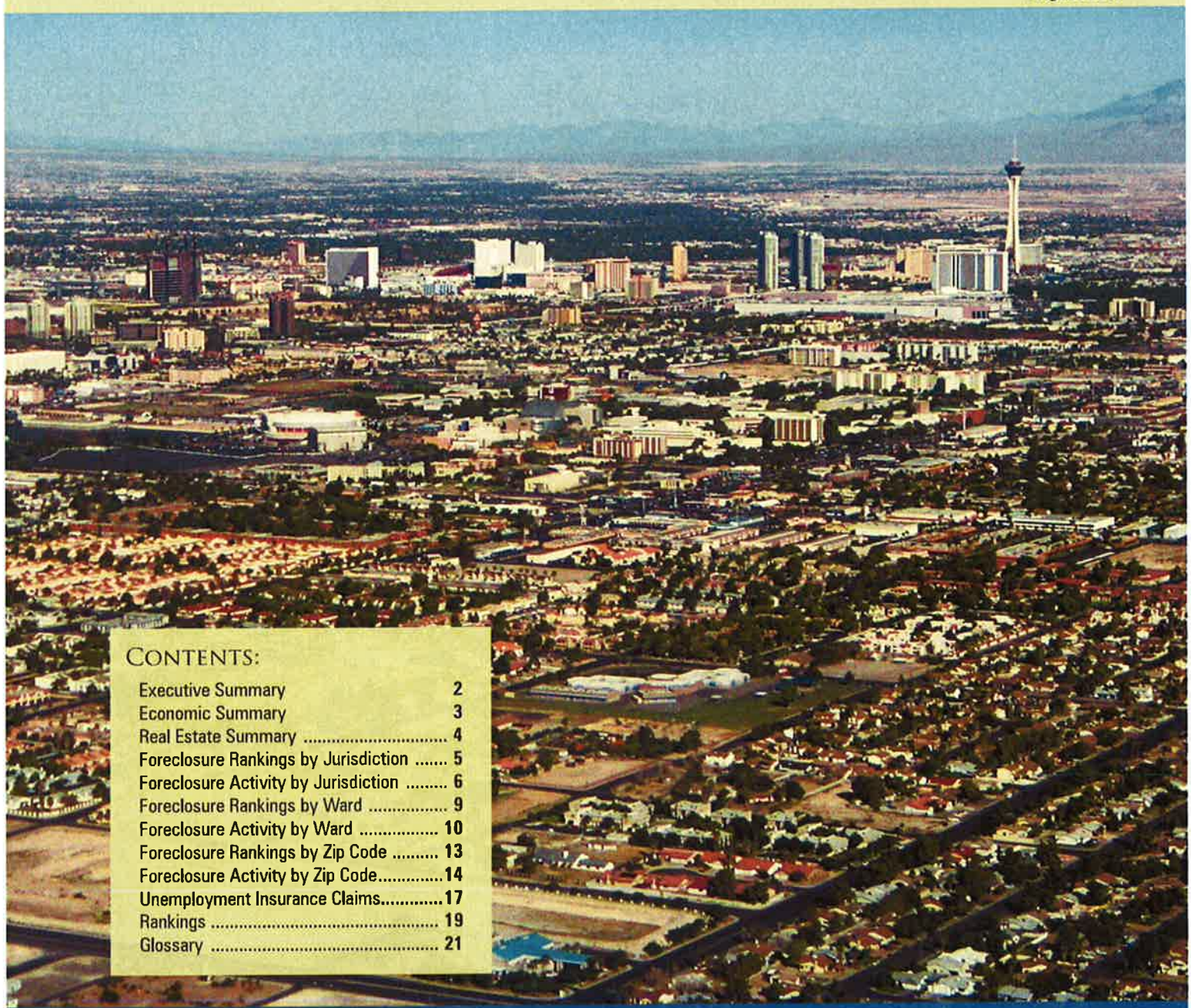
Not applicable

Date: October 18, 2011



Residential Foreclosure Analysis

August 2011



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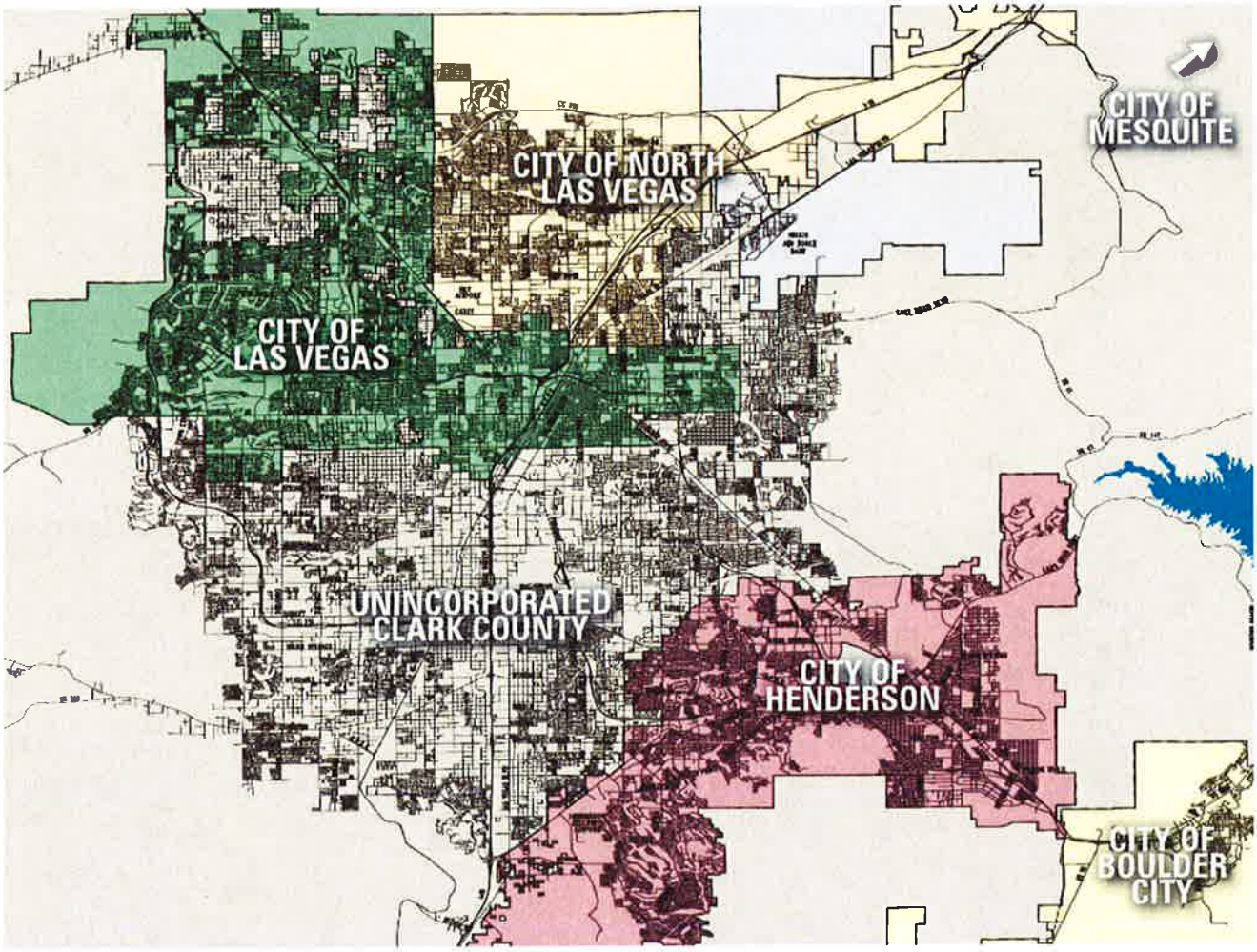
Submitted At Meeting
by MIKE BARSE
Date 11/1/11 Item #5

FORECLOSURE RANKINGS BY **Jurisdiction**

Rankings (1 = Highest Rate)

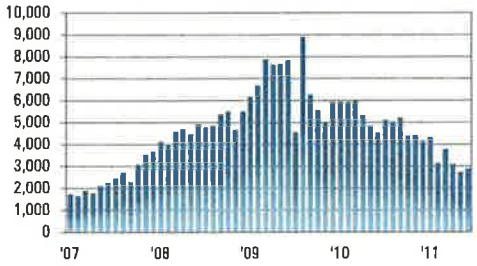
SOUTHERN NEVADA FORECLOSURE RANKINGS	Rate of Notices of Default			Rate of Trustee Deeds (Foreclosures)		
	Current Month	Trailing 3 Months	Trailing 12 Months	Current Month	Trailing 3 Months	Trailing 12 Months
City of Las Vegas	**3**	**3**	**3**	**3**	**3**	**3**
City of Henderson	4	4	4	4	4	4
City of North Las Vegas	2	1	1	1	1	1
City of Mesquite	5	5	5	5	5	5
City of Boulder City	6	6	6	6	6	6
Unincorporated Clark County	1	2	2	2	2	2

SOUTHERN NEVADA **Jurisdictions**

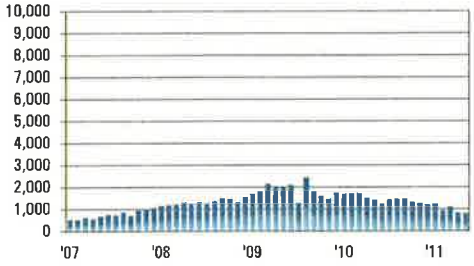


FORECLOSURE ACTIVITY BY **Jurisdiction**

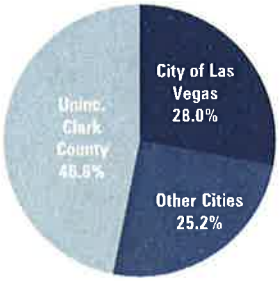
Clark County:
NOTICES OF DEFAULT



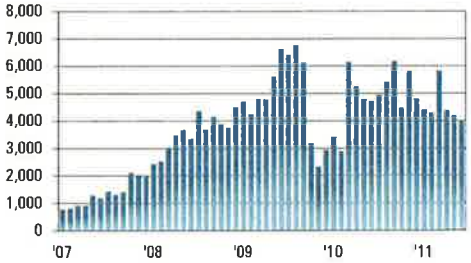
City of Las Vegas:
NOTICES OF DEFAULT



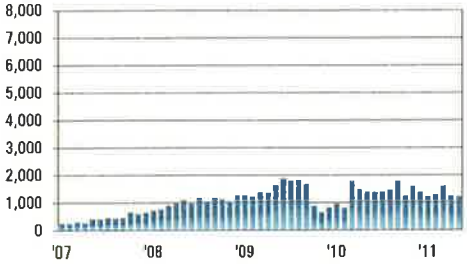
Distribution:
NOTICES OF DEFAULT



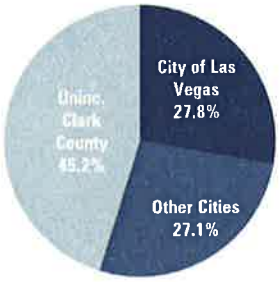
Clark County:
NOTICES OF TRUSTEE SALE



City of Las Vegas:
NOTICES OF TRUSTEE SALE



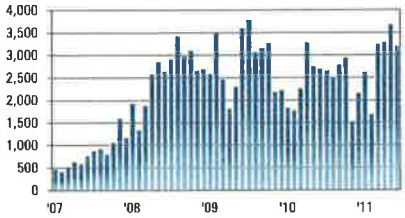
Distribution:
NOTICES OF TRUSTEE SALE



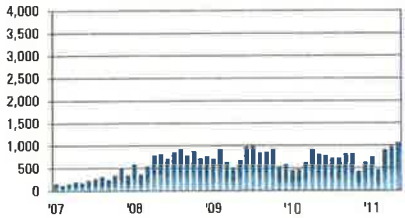
PRE-FORECLOSURE ACTIVITY	Incorporated Cities					Unincorp.	Total
	Las Vegas	Henderson	North Las Vegas	Mesquite	Boulder City	Clark County	Clark County
Housing Units							
Number of Housing Units	184,629	95,726	69,143	8,368	6,687	281,580	646,133
As a % of Total Housing Units	28.6%	14.8%	10.7%	1.3%	1.0%	43.6%	100.0%
Notices of Default							
Current Month	805	394	304	17	11	1,347	2,878
Trailing 3 Months	2,397	1,229	1,008	52	29	3,957	8,672
Trailing 12 Months	13,708	6,558	6,034	281	153	21,427	48,161
Notices of Default (As a % of Total)							
Current Month	28.0%	13.7%	10.6%	0.6%	0.4%	46.8%	100.0%
Trailing 3 Months	27.6%	14.2%	11.6%	0.6%	0.3%	45.6%	100.0%
Trailing 12 Months	28.5%	13.6%	12.5%	0.6%	0.3%	44.5%	100.0%
Rate of Default Notices	(X Per 1,000 Housing Units)						
Current Month	4.4	4.1	4.4	2.0	1.6	4.8	4.5
Trailing 3 Months	13.0	12.8	14.6	6.2	4.3	14.1	13.4
Trailing 12 Months	74.2	68.5	87.3	33.6	22.9	76.1	74.5
Notices of Trustee Sale							
Current Month	1,100	542	507	14	8	1,788	3,959
Trailing 3 Months	3,541	1,652	1,652	55	34	5,578	12,512
Trailing 12 Months	16,504	7,289	7,891	275	159	26,481	58,599
Notices of Trustee Sale (As a % of Total)							
Current Month	27.8%	13.7%	12.8%	0.4%	0.2%	45.2%	100.0%
Trailing 3 Months	28.3%	13.2%	13.2%	0.4%	0.3%	44.6%	100.0%
Trailing 12 Months	28.2%	12.4%	13.5%	0.5%	0.3%	45.2%	100.0%
Rate of Notices of Trustee Sale	(X Per 1,000 Housing Units)						
Current Month	6.0	5.7	7.3	1.7	1.2	6.3	6.1
Trailing 3 Months	19.2	17.3	23.9	6.6	5.1	19.8	19.4
Trailing 12 Months	89.4	76.1	114.1	32.9	23.8	94.0	90.7

FORECLOSURE ACTIVITY BY **Jurisdiction**

Clark County:
TRUSTEE DEEDS (Foreclosures)



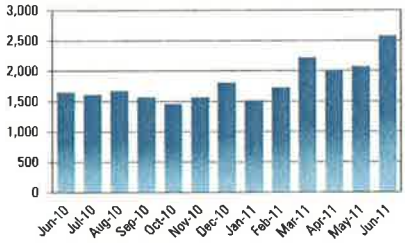
City of Las Vegas:
TRUSTEE DEEDS (Foreclosures)



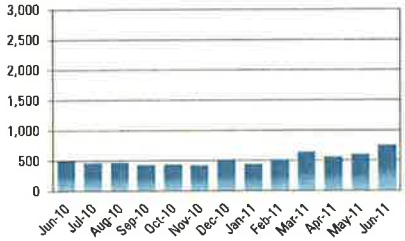
Past Month:
MEDIAN PRICE OF FORECLOSURE/REO SALES



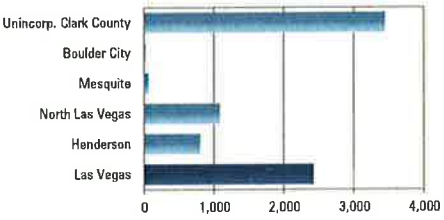
Clark County:
FORECLOSURE SALES (REOs)



City of Las Vegas:
FORECLOSURE SALES (REOs)



Past Month:
UNLISTED BANK-OWNED PROPERTIES

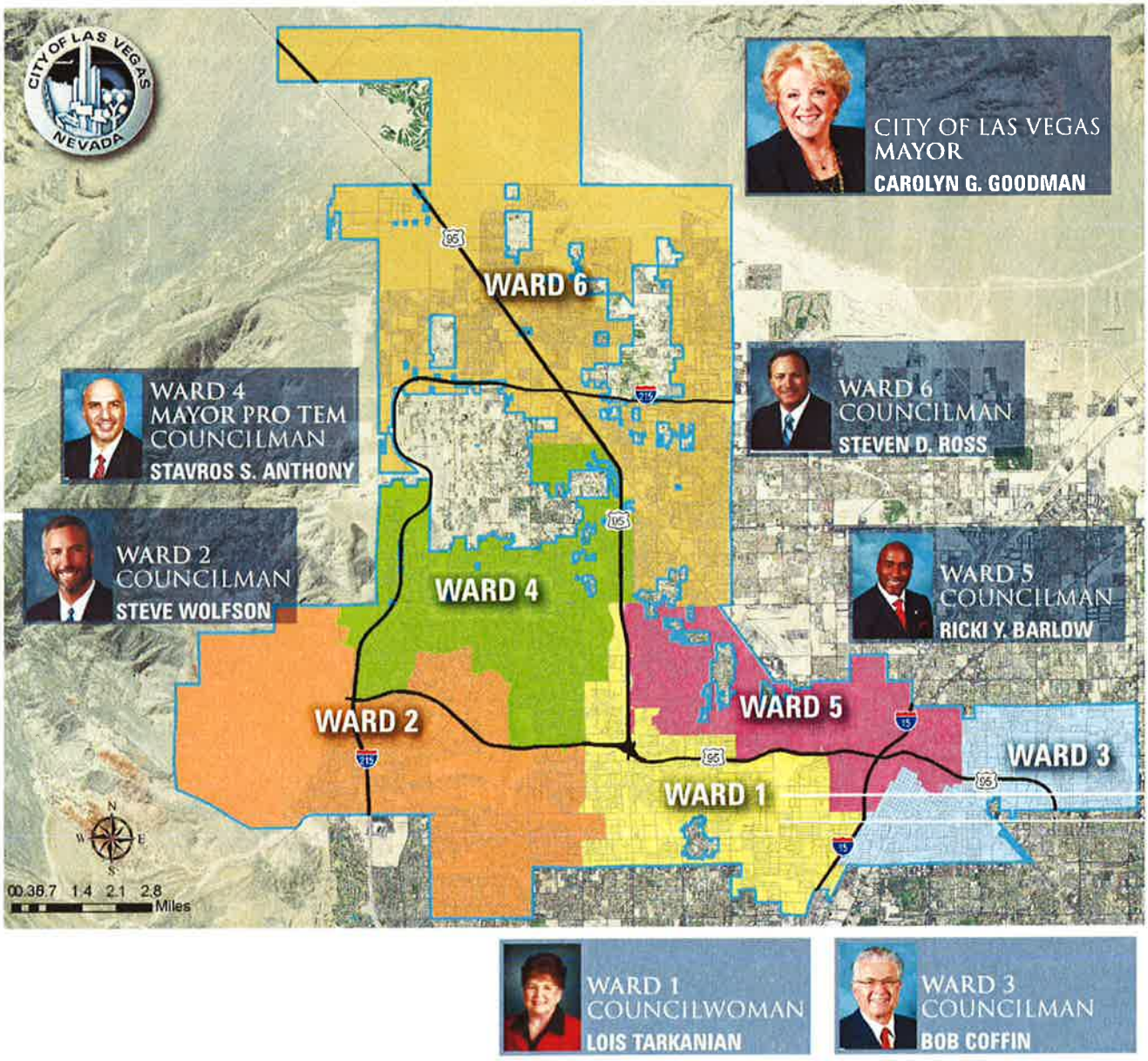


FORECLOSURE ACTIVITY	Incorporated Cities					Unincorp. Clark County	Total Clark County
	Las Vegas	Henderson	North Las Vegas	Mesquite	Boulder City		
Housing Units							
Number of Housing Units	184,629	95,726	69,143	8,368	6,687	281,580	646,133
As a % of Total Housing Units	28.6%	14.8%	10.7%	1.3%	1.0%	43.6%	100.0%
Trustee Deeds (Foreclosures)							
Current Month	874	414	449	22	14	1,429	3,202
Trailing 3 Months	2,920	1,259	1,386	64	29	4,489	10,147
Trailing 12 Months	9,219	3,980	4,375	191	79	14,395	32,239
Trustee Deeds (Forecl.) (As a % of Total)							
Current Month	27.3%	12.9%	14.0%	0.7%	0.4%	44.6%	100.0%
Trailing 3 Months	28.8%	12.4%	13.7%	0.6%	0.3%	44.2%	100.0%
Trailing 12 Months	28.6%	12.3%	13.6%	0.6%	0.2%	44.7%	100.0%
Rate of Trustee Deeds (Foreclosures)	(X Per 1,000 Housing Units)						
Current Month	4.7	4.3	6.5	2.6	2.1	5.1	5.0
Trailing 3 Months	15.8	13.2	20.0	7.6	4.3	15.9	15.7
Trailing 12 Months	49.9	41.6	63.3	22.8	11.8	51.1	49.9
Foreclosure Sales (REOs)							
Current Month	750	300	321	16	11	1,176	2,574
Trailing 3 Months	1,904	797	881	45	25	3,003	6,655
Trailing 12 Months	6,230	2,653	2,972	156	66	9,716	21,793
Foreclosure Sales (REOs) (As a % of Total)							
Current Month	29.1%	11.7%	12.5%	0.6%	0.4%	45.7%	100.0%
Trailing 3 Months	28.6%	12.0%	13.2%	0.7%	0.4%	45.1%	100.0%
Trailing 12 Months	28.6%	12.2%	13.6%	0.7%	0.3%	44.6%	100.0%
Median Price of Foreclosure/REO Sales							
Current Month	$90,434	$132,000	$100,000	$68,000	$147,500	$103,000	$102,000
Trailing 3 Months	$94,924	$135,000	$98,500	$92,000	$147,500	$103,000	$103,000
Trailing 12 Months	$96,000	$140,000	$104,000	$110,000	$148,000	$108,000	$108,000

Foreclosure Rankings by **Ward**

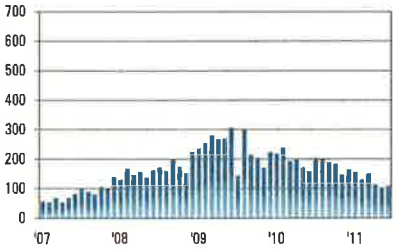
LAS VEGAS WARD FORECLOSURE RANKINGS	Rate of Notices of Default			Rate of Trustee Deeds (Foreclosures)		
	Current Month	Trailing 3 Months	Trailing 12 Months	Current Month	Trailing 3 Months	Trailing 12 Months
Ward 1	6	6	6	6	6	6
Ward 2	5	4	5	5	5	5
Ward 3	1	1	2	3	2	2
Ward 4	4	5	4	4	4	4
Ward 5	3	3	3	2	3	3
Ward 6	2	2	1	1	1	1

City of Las Vegas **Wards**

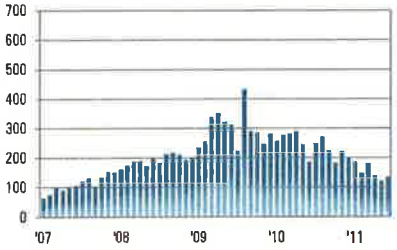


FORECLOSURE ACTIVITY BY **Ward**

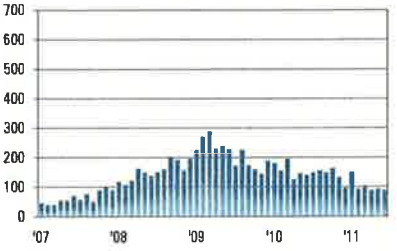
Ward 1: NOTICES OF DEFAULT



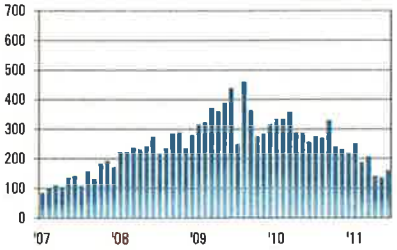
Ward 2: NOTICES OF DEFAULT



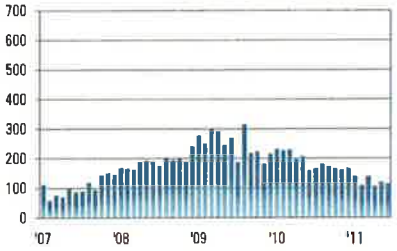
Ward 3: NOTICES OF DEFAULT



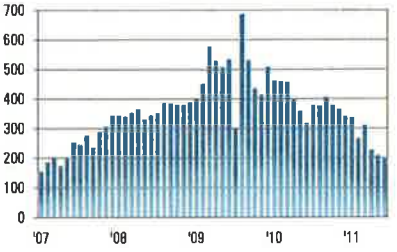
Ward 4: NOTICES OF DEFAULT



Ward 5: NOTICES OF DEFAULT



Ward 6: NOTICES OF DEFAULT



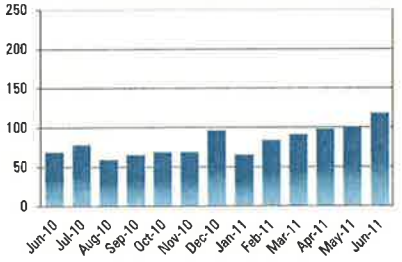
PRE-FORECLOSURE ACTIVITY	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Total City of Las Vegas
Housing Units							
Number of Housing Units	24,289	33,733	21,842	39,246	23,487	42,374	184,629
As a % of Total Housing Units	13.2%	18.3%	11.8%	21.3%	12.7%	23.0%	100.0%
Notices of Default							
Current Month	88	135	115	160	109	198	805
Trailing 3 Months	269	394	341	436	324	633	2,397
Trailing 12 Months	1,459	2,248	1,738	2,645	1,831	3,787	13,708
Notices of Default (As a % of Total)							
Current Month	10.9%	16.8%	14.3%	19.9%	13.5%	24.6%	100.0%
Trailing 3 Months	11.2%	16.4%	14.2%	18.2%	13.5%	26.4%	100.0%
Trailing 12 Months	10.6%	16.4%	12.7%	19.3%	13.4%	27.6%	100.0%
Rate of Default Notices	(X Per 1,000 Housing Units)						
Current Month	3.6	4.0	5.3	4.1	4.6	4.7	4.4
Trailing 3 Months	11.1	11.7	15.6	11.1	13.8	14.9	13.0
Trailing 12 Months	60.1	66.6	79.6	67.4	78.0	89.4	74.2
Notices of Trustee Sale							
Current Month	128	171	150	226	123	302	1,100
Trailing 3 Months	385	582	468	678	448	980	3,541
Trailing 12 Months	1,729	2,814	2,151	3,107	2,168	4,535	16,504
Notices of Trustee Sale (As a % of Total)							
Current Month	11.6%	15.5%	13.6%	20.5%	11.2%	27.5%	100.0%
Trailing 3 Months	10.9%	16.4%	13.2%	19.1%	12.7%	27.7%	100.0%
Trailing 12 Months	10.5%	17.1%	13.0%	18.8%	13.1%	27.5%	100.0%
Rate of Notices of Trustee Sale	(X Per 1,000 Housing Units)						
Current Month	5.3	5.1	6.9	5.8	5.2	7.1	6.0
Trailing 3 Months	15.9	17.3	21.4	17.3	19.1	23.1	19.2
Trailing 12 Months	71.2	83.4	98.5	79.2	92.3	107.0	89.4

FORECLOSURE ACTIVITY BY **Ward**

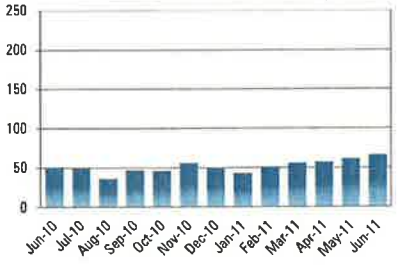
Ward 1:
FORECLOSURE SALES (REOS)



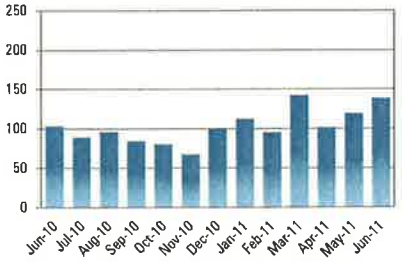
Ward 2:
FORECLOSURE SALES (REOS)



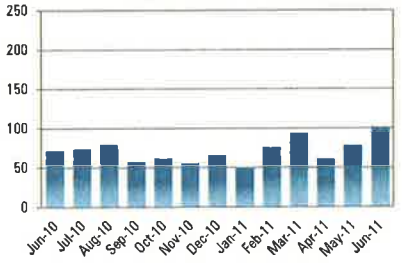
Ward 3:
FORECLOSURE SALES (REOS)



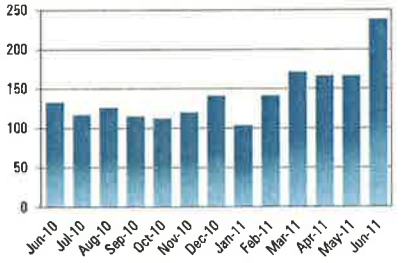
Ward 4:
FORECLOSURE SALES (REOS)



Ward 5:
FORECLOSURE SALES (REOS)



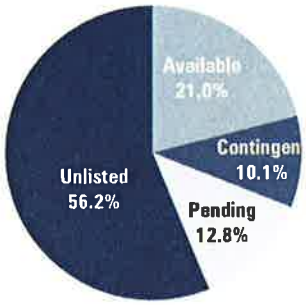
Ward 6:
FORECLOSURE SALES (REOS)



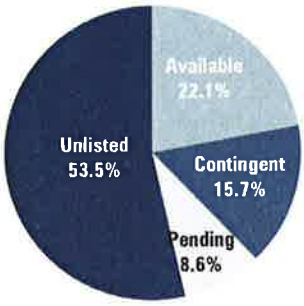
FORECLOSURE ACTIVITY	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Total City of Las Vegas
Housing Units							
Number of Housing Units	24,289	33,733	21,842	39,246	23,487	42,374	184,629
As a % of Total Housing Units	13.2%	18.3%	11.8%	21.3%	12.7%	23.0%	100.0%
Trustee Deeds (Foreclosures)							
Current Month	82	128	114	175	126	249	874
Trailing 3 Months	274	455	404	579	398	810	2,920
Trailing 12 Months	938	1,456	1,277	1,787	1,250	2,511	9,219
Trustee Deeds (Forecl.) (As a % of Total)							
Current Month	9.4%	14.6%	13.0%	20.0%	14.4%	28.5%	100.0%
Trailing 3 Months	9.4%	15.6%	13.8%	19.8%	13.6%	27.7%	100.0%
Trailing 12 Months	10.2%	15.8%	13.9%	19.4%	13.6%	27.2%	100.0%
Rate of Trustee Deeds (Foreclosures)	**(X Per 1,000 Housing Units)**						
Current Month	3.4	3.8	5.2	4.5	5.4	5.9	4.7
Trailing 3 Months	11.3	13.5	18.5	14.8	16.9	19.1	15.8
Trailing 12 Months	38.6	43.2	58.5	45.5	53.2	59.3	49.9
Foreclosure Sales (REOs)							
Current Month	66	118	101	138	89	238	750
Trailing 3 Months	184	317	238	358	237	570	1,904
Trailing 12 Months	618	993	846	1,222	835	1,716	6,230
Foreclosure Sales (REOs) (As a % of Total)							
Current Month	8.8%	15.7%	13.5%	18.4%	11.9%	31.7%	100.0%
Trailing 3 Months	9.7%	16.6%	12.5%	18.8%	12.4%	29.9%	100.0%
Trailing 12 Months	9.9%	15.9%	13.6%	19.6%	13.4%	27.5%	100.0%
Median Price of Foreclosure/REO Sales							
Current Month	$58,500	$130,100	$50,000	$113,500	$46,900	$105,700	$90,434
Trailing 3 Months	$60,000	$137,702	$49,950	$113,938	$51,850	$110,500	$94,924
Trailing 12 Months	$67,750	$148,500	$54,000	$113,750	$56,900	$119,000	$96,000

FORECLOSURE ACTIVITY BY **Ward**

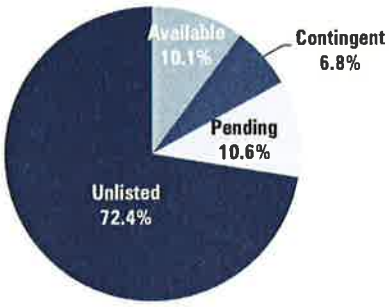
Ward 1: LISTED STATUS OF BANK-OWNED PROPERTIES (REOs)



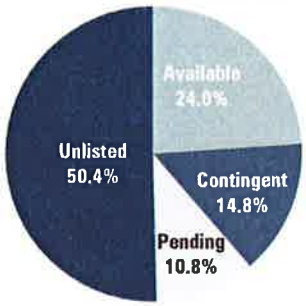
Ward 2: LISTED STATUS OF BANK-OWNED PROPERTIES (REOs)



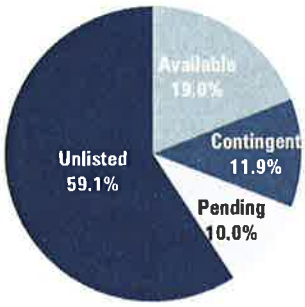
Ward 3: LISTED STATUS OF BANK-OWNED PROPERTIES (REOs)



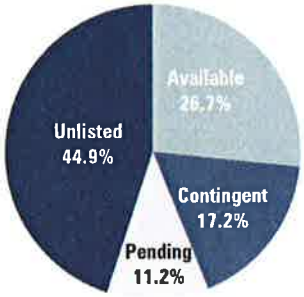
Ward 4: LISTED STATUS OF BANK-OWNED PROPERTIES (REOs)



Ward 5: LISTED STATUS OF BANK-OWNED PROPERTIES (REOs)



Ward 6: LISTED STATUS OF BANK-OWNED PROPERTIES (REOs)



INVENTORY ANALYSIS	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Total City of Las Vegas
Housing Units							
Number of Housing Units	24,289	33,733	21,842	39,246	23,487	42,374	184,629
As a % of Total Housing Units	13.2%	18.3%	11.8%	21.3%	12.7%	23.0%	100.0%
Bank-Owned Properties (REOs)							
Number of Bank-Owned Properties	666	648	601	804	672	1,035	4,426
As a % of Total Housing Units	2.7%	1.9%	2.8%	2.0%	2.9%	2.4%	2.4%
Listed Status of REOs							
Available in the MLS	140	143	61	193	128	276	941
Contingent in the MLS	67	102	41	119	80	178	587
Pending in the MLS	85	56	64	87	67	116	475
Unlisted	374	347	435	405	397	465	2,423
Total	**666**	**648**	**601**	**804**	**672**	**1,035**	**4,426**
Listed Status of REOs (As a % of Total)							
Available in the MLS	14.9%	15.2%	6.5%	20.5%	13.6%	29.3%	100.0%
Contingent in the MLS	11.4%	17.4%	7.0%	20.3%	13.6%	30.3%	100.0%
Pending in the MLS	17.9%	11.8%	13.5%	18.3%	14.1%	24.4%	100.0%
Unlisted	15.4%	14.3%	18.0%	16.7%	16.4%	19.2%	100.0%
Total	**15.0%**	**14.6%**	**13.6%**	**18.2%**	**15.2%**	**23.4%**	**100.0%**
Distribution of Listed Status of REOs							
Available in the MLS	21.0%	22.1%	10.1%	24.0%	19.0%	26.7%	21.3%
Contingent in the MLS	10.1%	15.7%	6.8%	14.8%	11.9%	17.2%	13.3%
Pending in the MLS	12.8%	8.6%	10.6%	10.8%	10.0%	11.2%	10.7%
Unlisted	56.2%	53.5%	72.4%	50.4%	59.1%	44.9%	54.7%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

COMMENTS TO THE CITY OF LAS VEGAS

COMMENTS FROM NEVADA STATE BANK REGARDING PROPOSED ORDINANCE TO ADOPT A REGISTRATION AND MAINTENANCE PROGRAM FOR PROPERTIES THAT ARE THE SUBJECT OF FORECLOSURE AND RELATED PROCEEDINGS

Nevada State Bank, by and through its attorneys Jolley Urga Wirth Woodbury & Standish, hereby submits comments in connection with the proposed ordinance amending Title 16 of the Municipal Code of the City of Las Vegas to add a new chapter, designated as Chapter 33.

OVERVIEW OF COMMENTS

Nevada State Bank is sensitive to and understands the concerns raised by the City and underlying the proposed ordinance. Because the bank could become the fee title owner of a residential property by enforcement of its security interest, we are interested in learning about proposed abatements and penalties as early as possible. We would welcome the opportunity to remedy those situations within our control prior to any government entity undertaking remediation or abatement steps. We are concerned; however, that while a government entity has the benefits of both police power and government immunity, there is no equivalent for a private lender. Neither the law nor a lender's loan documents authorize a lender to take control of real property before some form of foreclosure mechanism has taken place. We therefore urge that the language of the ordinance, and the mechanism for implementation, be cognizant of those limitations on a private lender.

SECTION 16.33.020 WORDS AND PHRASES

In connection with the definition of "notice of default", it should be noted that a non-judicial foreclosure is commenced by the mailing and recording of a Notice of Breach and Election to Sell on behalf of the lender (this document is sometimes referred to as the Notice of Default). It is, however, the combined mailing and recording of the Notice of Default that begins the foreclosure process. The use of the word "or" before "has been recorded in the County Recorder's Office" should therefore be replaced with the word "and".

In connection with the phrase "specified property", subsection (B) states "concerning which a notice of default has been filed." The word "filed", however, should be replaced with the word "recorded". We are also concerned that the way the phrase "specified property" is described would include both property in which a lender had a possessory interest and no possessory interest. A lender holding a "security" interest in real property is far different than holding an "ownership" interest (such as a fee title holder) or a "possessory" interest (such as a lessee). Many of the goals of the proposed ordinance, such as the right to enter upon, secure and maintain property, are legally impermissible unless one holds an ownership or possessory interest in the property. There is no legal authority to allow, or

Submitted At Meeting
by CHARLES COOK
Date 11/1/11 Item #5

require, the holder of the security interest in real property to take physical possession or control of the property.

SECTION 16.33.030

The language in sub-section (A) is too broad in that it would require inspection and possible registration of properties prior to the mailing and recordation of the notice of default. Inspection and potential registration of property should not be required unless there has in fact been a notice of default recorded. Otherwise, merely missing a payment would subject the property owner to its property being inspected and potentially registered. Once a notice of default has been recorded, the property could be "inspected". Such an inspection, however, would necessarily have to be cursory in that the secured lender has no right to enter upon the real property without the consent of the owner. Doing so would be a trespass and could subject a secured lender to liability. An inspection "from the curb" could be performed by or on behalf of a secured lender. Such an inspection, however, would not reveal whether the property was occupied by the mortgagor or by persons who were occupying the property with the mortgagor's consent. Such an inspection could possibly determine if the property was unoccupied at the moment of inspection but would have no way of delving into the intentions of the borrower or whether the occupant was only temporarily absent from the property. Nor could such an inspection determine the "lawfulness" of such occupation. Determining if a property was vacant or "not presently occupied by persons lawfully entitled thereto" is not something that a secured lender is in a position to do. Such an inspection could perhaps be completed under the government entities' police power or by the Department of Building and Safety in this case.

Subsection (A) also requires that the "mortgagor" shall designate in writing a property manager to inspect, maintain and secure the property. This is certainly information available to the "mortgagor" as the owner of the property. If however the ordinance was intended to read "mortgagee shall designate", then that is a problem. As discussed above, a secured lender is not legally entitled to take steps to secure or maintain the property until the lender has gone through the steps of foreclosure and either become the owner or otherwise obtained some form of possessory interest in the real property.

In connection with subsection (B), the same concern exists. The secured lender could certainly provide information relating to the name, address and contact number for the borrower based on the information in its file. A secured lender, however, would have no authority to appoint a property manager to inspect, maintain or secure the property, because the secured lender itself does not have that power.

In connection with subsection (C), if the property manager designated was the borrower's property manager, the lender may not have that information and would have no control over such property manager's qualifications. Not until the property had gone through the foreclosure process or was otherwise under the ownership and control of the secured lender could identification of the property manager retained by the lender be provided.

In connection with subsection (D), the time frames for the obligations listed in subsection (A) are too brief. Under NRS 107.080, et seq., a borrower generally has 35 days from the recording of the Notice of Breach to cure a default before the lender can accelerate the loan. If the combined period for

the inspection and the registration was changed to be no longer than 40 days after the Notice of Breach is recorded, that would eliminate false starts or false registrations.

In connection with subsection (E), the proposed ordinance states, 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. However, the law only allows an owner (the holder of the fee title interest), or another with a possessory interest in the property (such as a tenant) to "maintain and secure" the property. The lender, as a mere holder of a security interest, does not generally have the right to enter upon, maintain or secure the property. (In some instances, depending on the loan documentation, the lender may be provided with an optional right to prevent waste of the property; however, those terms vary with the different loan documents and usually are limited to curing monetary defaults, such as placement of insurance and payment of taxes, not on-site maintenance work.) As such, it is our view that the lender would not be the party with the right to "maintain and secure" the property unless and until their foreclosure or other mechanism had taken place, vesting them as the owner and fee title holder of the property.

Certainly the City could impose some form of obligation upon an "Owner" of a property. This would include a lender once the lender became an "Owner" through a foreclosure or other mechanism. The City, through its police powers, may have the right to enter upon and secure real property with impunity, but a private lender does not.

A lender would of course appreciate receiving notice from the City of its intention to enter upon and secure the property and otherwise abate what troubles may be found there, especially if that lender is about to become an owner of that property through foreclosure. If a pre-assessment and pre-abatement notice was sent to a lender prior to them becoming the owner, it may, depending upon the circumstances of the property, be able to take some remedial steps. However, to be required by this ordinance to engage in activity that is beyond the lender's legal rights, would simply subject the lenders to liability to owners and other third parties. We know of no law or legal principal that would allow a secured lender to undertake the acts of securing and maintaining the property as described in subsection 16.33.060 of the proposed ordinance. Likewise, we know of no legally permissible mechanism to allow the City to indemnify a lender or otherwise provide a safe harbor from such liability. Subsection 16.33.060 provides a series of items of repair and maintenance to the building and landscaping that would be permissible only to an owner of the property.

In addition to these legal concerns, we also have some practical concerns in connection with subsection 16.33.060. If a property is identified as having dying landscape and the utilities have been turned off, it may not be possible for the lender to get the utilities turned back on. Likewise, it may not be advisable to turn on electricity and water unless the property has been secured and the interior of the property (in terms of light fixtures, plumbing fixtures, etc.) is suitable for the turn-on of the utilities. For example, if the interior of the property has been stripped of all plumbing fixtures, turning the water on would simply flood the interior of the building. Similarly, if the property had been stripped of lighting fixtures, turning the electricity on could cause an electrical fire or worse.

Entering upon property and changing the locks to secure the property could cause civil liability as well as potential breach of the peace.

THE POWERS OF THE CITY

NRS 266.105 allows the City Council to "make and pass all ordinances, resolutions and orders, not repugnant to the Constitutions of the United States or of the State of Nevada . . . necessary for the municipal government and the management of the city affairs . . . ." The statute also grants the City Council power to provide for fines or penalties to enforce such ordinances.

NRS 266.335 deals with the abatement, prevention and removal of Nuisances and allows certain lien rights for the City. The statute provides, in part, that the City Council may:

1. Determine by ordinance what shall be deemed nuisances.

2. Provide for the abatement, prevention and removal of the nuisances at the expense of the person creating, causing or committing the nuisances.

3. Provide that the expense of removal is a lien upon the property upon which the nuisance is located.

4. Provide any other penalty or punishment of persons responsible for the nuisances.

It cannot be disputed that "the person creating, causing or committing the nuisance" must be the owner of the property (or its agent), not the lender. If, and when, the lender becomes an owner of the property, it may then become the responsible party, but not before.

The proposed ordinance puts the cart before the horse and imposes an obligation and liability on a mortgage lender for matters totally beyond the lender's control and over matters which the lender has no legal right to address.

NUISANCE LAWS

NRS 40.140 defines nuisance and provides for actions for abatement and damages. The problems with vacant residences as discussed in the proposed ordinances may fall within the statutory definition of a nuisance. But, if that is the case, then such nuisance may be "the subject of an action". Under the statute, the action may be brought by any person whose property is injuriously affected or whose personal enjoyment is lessened by the nuisance, and by the judgment the nuisance may be enjoined or abated, as well as damages recovered. The concept of an "action" carries with it notice and an opportunity to be heard and contemplates that a judgment would be entered following such notice and fair hearing. The City may not by edict, or ordinance, omit that process.

To impose criminal penalties on a lender for a nuisance created on property not owned or otherwise within the legal control of the lender is violative of fundamental premises of due process. In substance, it is improper to fine or penalize a lender for not doing something it has no legal right to do.

BANKRUPTCY CONSIDERATIONS

The proposed ordinance's requirement that the lender and/or its property manager maintain the "specific property" pre-foreclosure is problematic in a bankruptcy context. Whether the automatic stay is violated under 11 USC 362 in these situations may depend on whether the property preservation could be construed as enforcing a claim against the debtor or estate. Changing the locks may violate the stay because it would deprive the debtor of access to the property of the estate. If windows and doors are intact or not completely broken out, then boarding up the house may be construed as the lender enforcing its security interest in violation of the stay.

MORTGAGEE IN POSSESSION

The proposed ordinance would force the lender to do what it is not otherwise legally authorized to do and would force it to become a mortgagee in possession. Once a lender takes control of property all of the incidents/liability of ownership may attach to the lender. There is no Nevada law or statute which would mandate that a lender take title to the property and have the corresponding detriment of ownership. A lender can arguably walk away from the collateral and not foreclose. In fact, there is an exception to Nevada's one action rule (NRS 40.430) where there is the presence of environmental conditions which the lender was not aware of at the time of making the loan. In that case the lender may forego its security interest in the property and sue the borrower on the debt. This statute recognizes that if environmental conditions are present on a property, and the lender was obligated to step in and take possession, such actions would create additional liability for the lender under applicable federal statutes allocating responsibility for clean up.

POSSIBLE WRONGFUL LOCKOUT

If a lender incorrectly determines that a property has been abandoned or is vacant and seeks to secure possession by changing the locks, etc., this may give rise to claims by the borrower against the lender for wrongful dispossession of the premises. In this regard there is no safe harbor provided by the proposed ordinance relative to claims by the owners of the property. The proposed ordinance provides no express protection for the lender who acts in furtherance of the directives of the ordinance with reasonable good faith. This is highlighted by the language of the proposed ordinance requiring a lender to determine whether the property is "not presently occupied by persons lawfully entitled thereto". The risk of an incorrect determination in this regard puts an unreasonable burden upon a lender.

RECEIVERSHIPS

The proposed ordinance provides no alternative or safe harbors for a lender. What if a receiver is appointed? In that case, the receiver is acting as the agent of the court and has effectively been given control of the property by the court. The ordinance should not conflict with the rights of a court appointed receiver.

CONCLUSION

A lender generally would find acceptable the requirement that it provide notice to the City when it commences foreclosure by the recording of a Notice of Default. However, the obligation to determine if a property is vacant and then secure and maintain the property is not reasonable. If the City chooses to make a determination that the property is vacant or abandoned and chooses to engage in some abatement actions, the lender would certainly appreciate learning of that determination and the opportunity to conduct the abatement activities itself, without being forced to do so by the statute. The ability to coordinate with the City on such tasks would seem to be the appropriate goal rather than subjecting a lender to criminal liability for failure to do things which it has no legal right to do.

We would be happy to meet with members of the city government and other lenders to work out specific language changes. We request that the ordinance not be passed until such meeting can be convened.

Dated this 12th day of October, 2011.

Respectfully submitted,

JOLLEY URGA WIRTH WOODBURY
& STANDISH

Charles T. Cook, Esq.
3800 Howard Hughes Parkway, Sixteenth Floor
Las Vegas, NV 89169
Telephone: (702) 699-7500
Email: ctc@juww.com

WELLS FARGO HOME MORTGAGE

Date: October 18, 2011

To:
Chris Knight	Director of Building and Safety
Vicki Ozuna	Sr. Code Enforcement Officer
Orlando Sanchez	Deputy City Manager; City of Las Vegas

From: Joel Sarmiento — Sr. Vice President Regional Servicing Community & Preservation Director

CC:
Cari Viado	Chris Knight's Administrative Secretary
Frank Howard Jr.	Client Service Consultant

Subject: City of Las Vegas Registration and Maintenance of Vacant Properties Ordinance Concerns REVISED

Registration of Abandoned Residential Property

I. **16.33.020** – "Default": removal of Default for ordinance; it would be hard to report all defaults and this is a privacy issue for the homeowner. Notices of Defaults are public records which have to be filed with the city.
Default needs to be defined, to vague – 60 days past due should be the definition.

II. **16.33.020** – "Specified property" (A) (B) & (C): only applies to properties in F/C or REO and not delinquent properties.
Foreclosure needs to be defined – What is the state of Nevada's definition of when F/C starts?

III. **16.33.020** – "Vacant": prior to F/C we can't determine who is a lawful occupant of the property.
Not occupied at all, lawfully or unlawfully and we (mortgage company) have tried to contact owner over a period of time with no luck. Not our position to police squatters.

IV. **16.33.030** – (A): should be revised with clear understanding, "actual or pending default" to vague.
In event the property is vacant, we should maintain in accordance to investor guidelines.

V. **16.33.030** – (B) (4): should not have to provide mortgager information on disposition.

VI. **16.33.030** – (C): local property manager prior to F/C sale may not always be in the local area. Would prefer to provide a direct Wells Fargo contact.

VII. **16.33.030** – (D) (1) (2): timeframes are too tight
Remove

VIII. **16.33.060** – (A): sounds as if we need to do repairs for damages the mortgager did

IX. **16.33.060** – (B) (2): We are not able to water due to water is shut off once a securing is completed

X. **16.33.060** - (D): Specified property shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
Remove

I. **16.33.060** – (F): need clarification on who will be assessed penalties/fines, mortgagee/contractor or owner

II. **16.33.070** – (C) (1): criminal prosecution is unacceptable both pre and post sale.
Remove

*Lastly there should be a cure period for failure to register or failure to comply, with a wavier of penalty if cured.

PROPOSED FIRST AMENDMENT

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~~80, 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 event," with respect to a mortgage, means that a default regarding that

Submitted At Meeting
by Staff
Date 11/15/11 Item # 3

mortgage has occurred and aeither:

(A) A notice of breach or notice of default and election to sell has been provided to the obligor thereof ~~or~~and has been recorded in the County Recorder's Office; or

(B) An action for judicial foreclosure has been commenced regarding that mortgage by the filing of a complaint or petition for foreclosure in a court of competent jurisdiction.

"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~~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~~event has occurred. For purposes of the inspection requirement set forth in LVMC 16.33.030 and for that purpose only, the term also includes a parcel of real property that appears to be vacant. Once a parcel is determined not to be vacant or 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) ~~A~~Except as otherwise provided in LVMC 16.33.070, 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 in accordance with this Section. 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 mortgagoree 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, and the physical address of the mortgagee if the mailing address is a post office box.

(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~~no later than fifteen calendar days following the occurrence of the notice of default ~~or within ten days following~~event regarding the property.

(2) The property registration and designation of a property manager must occur no later than ~~five~~ten calendar 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 of 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) ~~W~~Except as otherwise provided in LVMC 16.33.070, compliance with this Section with respect to any specified property~~; compliance with this Section~~ shall be the joint responsibility of the mortgagee; and the property manager, as well as the property owner.

16.33.070: A mortgagee's obligation under this Chapter regarding inspection and maintenance of a specified property may be waived by the Director of Building and Safety or the Director's designee if the mortgagee can demonstrate to the satisfaction of the Director or designee that:

(A) The mortgage documents either expressly prohibit the mortgagee and its agents from entering the property for those purposes or do not authorize such entry in order to protect the mortgagee's interests in the property; and

(B) There is a reasonable possibility, based on articulable evidence, that:

(1) The obligor under the mortgage or an authorized occupant of the premises will report as a trespass an entry on the premises by or on behalf of a mortgagee; or

(2) The obligor under the mortgage will assert against the mortgagee, whether in a foreclosure proceeding or otherwise, a claim that such entry is a breach of the mortgage documents or constitutes an illegal or unauthorized entry on the property.

16.33.0~~7~~80: (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;

(3) An civil action in a court of competent jurisdiction to compel compliance; or

(~~3~~4) 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.

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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:

_____
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~~amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

PROPOSED FIRST AMENDMENT

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 80, 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 event," with respect to a mortgage, means that a default regarding that

Submitted At Meeting
by Staff
Date 11/15/11 Item # 3

mortgage has occurred and either:

(A) A notice of breach or notice of default and election to sell has been provided to the obligor thereof and has been recorded in the County Recorder's Office; or

(B) An action for judicial foreclosure has been commenced regarding that mortgage by the filing of a complaint or petition for foreclosure in a court of competent jurisdiction.

"Specified property" means any parcel of vacant real property within the City that is subject to a mortgage and concerning which a notice of default event has occurred. For purposes of the inspection requirement set forth in LVMC 16.33.030 and for that purpose only, the term also includes a parcel of real property that appears to be vacant. Once a parcel is determined not to be vacant or 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) Except as otherwise provided in LVMC 16.33.070, any mortgagee who holds a mortgage on specified property shall inspect that property or cause it to be inspected in accordance with this Section. 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 mortgagee 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 of the mortgagee, and the physical address of the mortgagee if the mailing address is a post office box.

(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;

(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 no later than fifteen calendar days following the occurrence of the notice of default event regarding the property.

(2) The property registration and designation of a property manager must occur no later than ten calendar 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 of 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) Except as otherwise provided in LVMC 16.33.070, compliance with this Section with respect to any specified property shall be the joint responsibility of the mortgagee and the property manager, as well as the property owner.

16.33.070: A mortgagee's obligation under this Chapter regarding inspection and maintenance of a specified property may be waived by the Director of Building and Safety or the Director's designee if the mortgagee can demonstrate to the satisfaction of the Director or designee that:

(A) The mortgage documents either expressly prohibit the mortgagee and its agents from entering the property for those purposes or do not authorize such entry in order to protect the mortgagee's interests in the property; and

(B) There is a reasonable possibility, based on articulable evidence, that:

(1) The obligor under the mortgage or an authorized occupant of the premises will report as a trespass an entry on the premises by or on behalf of a mortgagee; or

(2) The obligor under the mortgage will assert against the mortgagee, whether in a foreclosure proceeding or otherwise, a claim that such entry is a breach of the mortgage documents or constitutes an illegal or unauthorized entry on the property.

16.33.080: (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;

(3) An civil action in a court of competent jurisdiction to compel

compliance; or

(4) 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.

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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:

_____
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 amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

FIRST AMENDMENT

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 80, 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 event," with respect to a mortgage, means that a default regarding that

mortgage has occurred and either:

(A) A notice of breach or notice of default and election to sell has been provided to the obligor thereof and has been recorded in the County Recorder's Office; or

(B) An action for judicial foreclosure has been commenced regarding that mortgage by the filing of a complaint or petition for foreclosure in a court of competent jurisdiction.

"Specified property" means any parcel of vacant real property within the City that is subject to a mortgage and concerning which a notice of default event has occurred. For purposes of the inspection requirement set forth in LVMC 16.33.030 and for that purpose only, the term also includes a parcel of real property that appears to be vacant. Once a parcel is determined not to be vacant or 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) Except as otherwise provided in LVMC 16.33.070, any mortgagee who holds a mortgage on specified property shall inspect that property or cause it to be inspected in accordance with this Section. 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 mortgagee 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 of the mortgagee, and the physical address of the mortgagee if the mailing address is a post office box.

(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 Nevada and must be:

(1) A duly-licensed property management company or property preservation company;

(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 no later than fifteen calendar days following the occurrence of the notice of default event regarding the property.

(2) The property registration and designation of a property manager must occur no later than ten calendar 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 of 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) Except as otherwise provided in LVMC 16.33.070, compliance with this Section with respect to any specified property shall be the joint responsibility of the mortgagee and the property manager, as well as the property owner.

16.33.070: A mortgagee's obligation under this Chapter regarding inspection and maintenance of a specified property may be waived by the Director of Building and Safety or the Director's designee if the mortgagee can demonstrate to the satisfaction of the Director or designee that:

(A) The mortgage documents either expressly prohibit the mortgagee and its agents from entering the property for those purposes or do not authorize such entry in order to protect the mortgagee's interests in the property; and

(B) There is a reasonable possibility, based on articulable evidence, that:

(1) The obligor under the mortgage or an authorized occupant of the premises will report as a trespass an entry on the premises by or on behalf of a mortgagee; or

(2) The obligor under the mortgage will assert against the mortgagee, whether in a foreclosure proceeding or otherwise, a claim that such entry is a breach of the mortgage documents or constitutes an illegal or unauthorized entry on the property.

16.33.080: (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;

(3) An civil action in a court of competent jurisdiction to compel

compliance; or

(4) 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.

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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 11-15-11
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 amended 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.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-42 - For Possible Action - 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:
ADOPTION at 12/7/2011 City Council Meeting pursuant to the 11/15/2011 Recommending Committee Meeting.

First Reading – 11/2/2011; First Publication – 11/23/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-42
2. Business Impact Statement
3. Support Letters by Minddie Lloyd and Concern Letter with Attached Documentation by Peter Christoff

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

FILIPINO AMERICAN HERITAGE FOUNDATION – NEVADA

Non-Profit 501(c)(3) Organization

14 November 2011

RE: Policies on Human Trafficking

LETTER OF SUPPORT

Officers:

President
Romualdo Aragon, Jr.

Vice-President
Myrna Alforque

Secretary
Elizabeth Ilagan

Treasurer
Jocelyn Borromeo

PRO
Minda Banaria
Emma Williams

Internal Auditor
Anita Santaana

Board of Directors:
Frank Banaria
Gloria T. Caoile
Rozita V. Lee
Luzviminda S. Micabalo
Luz T. Prill
Fely Quitevis
Bienvenido Torres

Honorary Board:
Ms. Dawn Gibbons
Ben Menor, Jr.

To Whom It May Concern:

On behalf of the Executive Board and volunteers of the Filipino American Heritage Foundation – Nevada, we would like to extend our support to Bamboo Bridges in their quest to enforce fair and rightful policies against human trafficking in the state of Nevada.

Sincerely,

ROMUALDO ARAGON, JR., MD

Founder & Current President

Filipino American Heritage Foundation - Nevada

Submitted At Meeting
by Minnie Lloyd
Date 11/15/11 Item #4

President's Office: 2870 S Maryland Parkway, Suite #120, Las Vegas, Nevada 89109
Tel 702.737.9520 * Fax 702.737.9522 * raragonmd@aol.com * www.fahfnv.org

My Name is Robert Henry.
Address 3395 S Jones Blvd
Las Vegas, NV 89146.

I am a local businessman, and the president of the Filipino American Chamber of Commerce of Greater Nevada. My family and I moved into our home in Las Vegas in 2002. Since then the population in the Valley has doubled. Our concern is that our ordinances keep up with the growth. The Reflexology Industry has a demonstrated history of abuses regarding prostitution and human trafficking. We urge the City Council to arm our courts and law enforcement with the ordinances which will help control any further abuses in the Reflexology Industry.

Submitted At Meeting
by MINDDIE LLOYD
Date 1/15/11 Item #4

My name is Minddie Lloyd, and I am the chair of Bamboo Bridges, a non-profit organization that seeks to address violence against women in the Asian Pacific American community.

We are present today to support the proposed change to the City of Las Vegas massage and reflexology ordinances.

The federal government has estimated that between 14.5 to 17.5 thousand people are trafficked into the United States annually, and that women from Asia represent the largest segment of those trafficked. Additionally, Las Vegas has been determined to be a major destination city. Research has shown that massage parlors are often fronts for women who are trafficked into the sex industry.

It is important to recognize that unregulated massage parlors create opportunities for women to be exploited and/or required to offer sexual services.

Based on a review of state and local regulations throughout the U.S., it appears the most effective approach to minimize opportunities for exploitation includes a combination of criteria related to business licensing, the licensing of massage therapists, regulation of the massage establishments (to include documentation, accountability, standards relating to criminal history, and meeting health code standards), regular inspection, and meaningful penalties for non-compliance to include significant fines, arrest, and possible revocation of licenses.

Legitimate, legal massage parlors are an asset to our community, however we strongly support the City in holding owners accountable for conditions that put massage and reflexology workers at risk of exploitation.

Submitted At Meeting
by MINDDIE LLOYD
Date 11/15/11 **Item** #4

Clark County Commission
Street Address here
Las Vegas, NV 89000

3-12-08

To whom it may concern,

This letter is to inform you as to my concerns regarding the massage parlor issue in Clark County.

After researching the issue in depth, I have come to a number of conclusions. Foremost is that this area has a severe problem with the growing abundance of storefront brothels masquerading as massage businesses. Many of these brothels use human trafficking to acquire "staff". Through interviews I have discovered that a significant portion of the women used in the so-called Oriental parlors are below the age of consent. One young woman, kidnapped in Texas, was held captive for over five years. She still suffers physically from the abuse she received as punishment for her escape attempts.

There appears to be little interest on the part of various State, County and City officials to even address this issue. The District Attorney will not issue indictments when presented with evidence. The State Board of Massage Therapists told me they did not have citing authority and could not issue fines, yet an NRS chapter gives the board that authority. A check with the LCB staff in Carson City verified this.

An amendment adjusting the hours for a few legitimate Massage Therapists will not address this issue. All it will do is inconvenience those legal businesses. What needs to be done is add regulations dealing with licensing, certification and inspections. The cost of inspections can be self-funding by the issuance of fines. The NRS allows fines of $1000 per violation per day. Enforcement can also be directed to those landlords consistently leasing space to the unlicensed massage brothels. Several interviews have indicated that some of these property owners are not citizens and may have ties to organized crime. In addition to this, citing authority needs to given back to the agencies governing these businesses so that the public interest is protected once again.

Assemblyman Bob Beers
355 Cavalla Street
Henderson, NV 89074

Submitted At Meeting
by PETER CHRISTOFF
Date 11/15/11 Item # 4

LOOKING IN ON: CITY HALL

Senator thinks case of masseuse who got citation was mishandled

Hundreds have petitioned to repeal or change law

By Joe Schoenmann
Las Vegas Sun

Help may be on the way for a woman who pleaded with the Las Vegas City Council two weeks ago about her massage career being ruined by a potentially unjust citation by undercover Metro Police vice officers.

After an item about the Las Vegas woman appeared in the Sun this week, state Sen. Maggie Carlton, D-Las Vegas, who was instrumental in establishing the Nevada Board of Massage Therapists, said she thinks police acted wrongly.

Vowing to look deeper into the woman's story, Carlton said she thinks police had no right to ticket the woman for giving a massage to a man.

"I don't think Metro had the authority to do what they did," she said.

County and city ordinances, in an effort to curtail prostitution, forbid opposite-sex massages unless the masseuse is working for a licensed establishment.

This woman — a single mother who feared repercussions if she were named — said she went to an upscale Las Vegas hotel after getting a call for a massage. She is an independent masseuse who travels to customers.

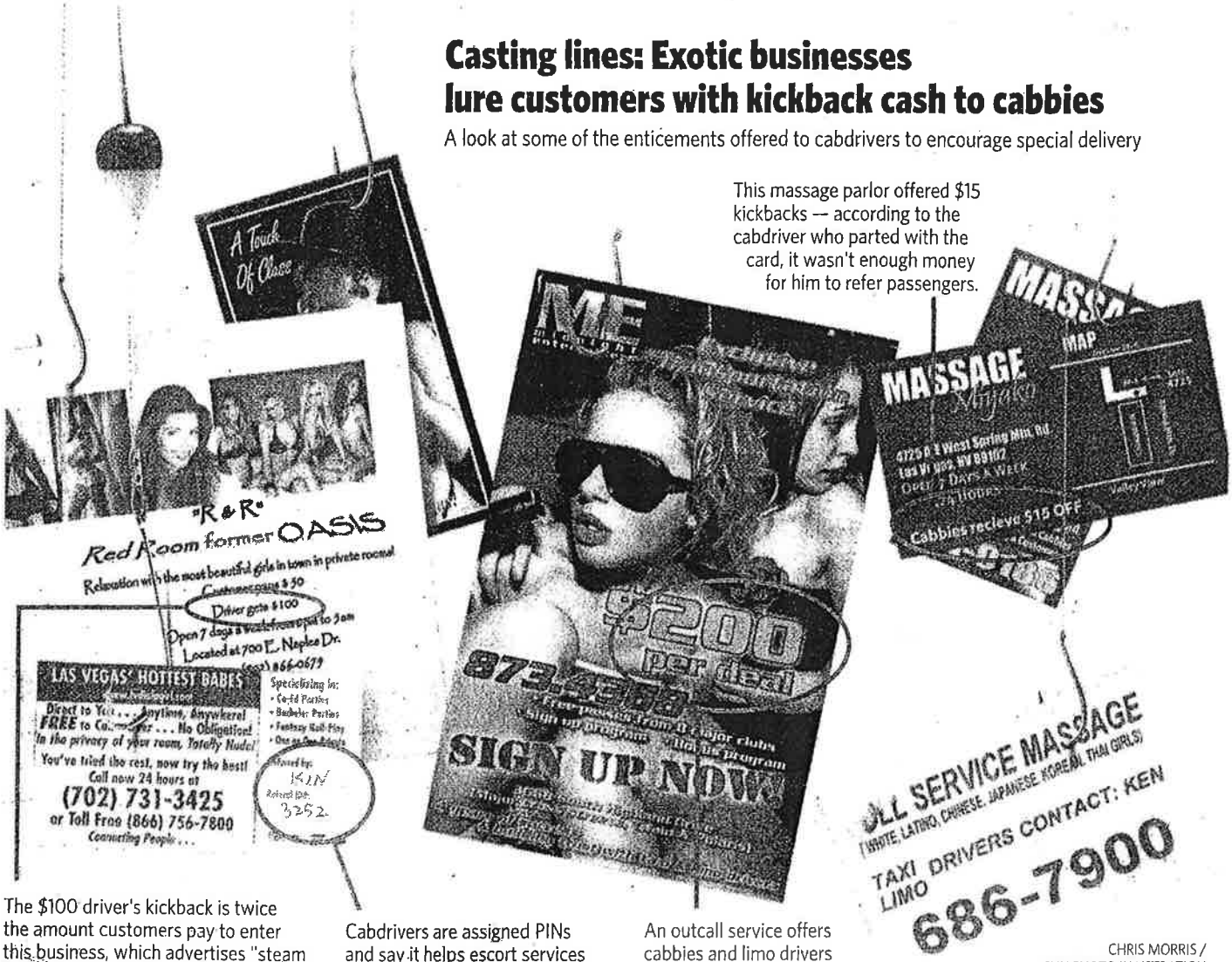
After she was treated rudely by men in the hotel room, she said, and refused their come-ons to perform sexual massages, a lieutenant entered the room. The undercover officers, she said, told the lieutenant she didn't do anything wrong. But the lieutenant, she claimed, said she broke the massage ordinance. She was given a citation.

With the citation on her record, she could get only a probationary license from the state massage board.

Several hundred people have signed an online petition to get the opposite-sex ordinances repealed or changed.

Casting lines: Exotic businesses lure customers with kickback cash to cabbies

A look at some of the enticements offered to cabdrivers to encourage special delivery



This massage parlor offered $15 kickbacks — according to the cabdriver who parted with the card, it wasn't enough money for him to refer passengers.

The $100 driver's kickback is twice the amount customers pay to enter this business, which advertises "steam and theme rooms" and "relaxation with the most beautiful girls."

Cabdrivers are assigned PINs and say it helps escort services keep track of kickbacks without using names.

An outcall service offers cabbies and limo drivers $200 for every passenger they refer.

CHRIS MORRIS / SUN PHOTO ILLUSTRATION

Brothels and strip clubs get customers, cabbies get cash

BY ABIGAIL GOLDMAN
Las Vegas Sun

Detective Jeff Gentry is undercover in Chinatown, waiting for a taxi driver he tapped to negotiate the price for a night in a neighborhood brothel — a plain vanilla apartment with cream leather sofas and soft music piped over a haggling housemother, who tells the driver that she charges $150 for "full service."

Gentry knows the brothel's base rate, but expects the cabdriver to quote him $300 and poof! — pocket the rest. He does.

A working girl wearing a white robe and nothing else offers Gentry a drink. He declines.

By then, his cabdriver is out the door, $150 richer.

Not bad for 20 minutes of work. Welcome to the wide world of kickbacks — the quick cash transactions keeping Las Vegas' salacious side alive.



COURTESY KTNV

Making a connection: Posing as a tourist and wearing a hidden camera, private investigator Hal De Becker films a cabdriver arranging a visit to a brothel. After negotiating prices, the cabbie ushered De Becker into an apartment with three women waiting. Brothels and strip clubs compete for customers by paying kickbacks that reach hundreds of dollars.

• • •

Although the statement is apt to infuriate them, taxi and limo drivers who take kickbacks from illegal brothels and strip clubs are crucial to keeping such businesses afloat.

Drivers often act as brokers for brothels, shuffling tourist johns to hidden locations, setting the fees and taking their cut. And because brothel owners need tourists chauffeured to their doors, they advertise to drivers, handing out business cards in the taxi lines outside casinos, each with a kickback quote and number to call.

Same goes for strip clubs, where cabbies cash in for dropping off clients.

When Gentry and another undercover detective pose as two rubes looking for a lap dance, they get a taxi to take them to a strip club and watch the driver pocket $60 for it from the club.

With an entrance fee at about $20, lap dances at negotiable prices and Budweisers at $9, the strip club can afford to kick back $30 a head.

Like brothels, strip clubs bet they'll make it all back.

• • •

Sitting outside the Rio, a taxi driver piloting a minivan — call him Joe, because he doesn't want his name in the paper — boasts about his brothel connections. He pulls out a small card advertising kickbacks at a new bordello. The payoffs are stunning: One client nets him $200. Additional clients net another $200 each, up to $800.

"Someone gets in the cab and they want to get laid, all we do is we make a call," he says.

Here's how it works: Joe learns that a brothel is open and offering kickbacks.

[*See Kickback, Page 2*]

TIPPING CABDRIVERS IS PRICEY, BUT IT KEEPS BROTHELS OPEN

He calls the brothel and is assigned a personal identification number. The next time Joe has an interested passenger, he calls the brothel with his PIN and gets the going rate. On arrival, he takes the john's money, gives it to the brothel, gets his kickback and depending on the client's wish, Joe waits or Joe splits.

"I work with the real deal," he says. "If they want to get laid, they're gonna get laid."

During Operation Dollhouse, the two-year investigation into illegal brothels that ended in April with seven people arrested and 25 prostitutes detained, police charged John Gregory Keyes, 50, with nine counts of living off the earnings of a prostitute, charges that police reports indicate Keyes fessed up to when he was discovered at a known house of prostitution off Spring Mountain Road at 2:30 a.m. on a Saturday night.

At the time Keyes was arrested, he was employed as a taxi driver, according to the Nevada Taxicab Authority.

Police did not respond to questions about what role Keyes played in the prostitution ring. Taxicab Authority records indicate Keyes has since been terminated.

(It's worth noting that the San Mateo, Calif., sheriff and undersheriff were detained, questioned and released at one of the massage parlors raided during Operation Dollhouse. They said they got into a limo and told the driver they wanted a massage because they were sore from a Las Vegas charity run — but not the kind of massage, they insist, the confused limo driver somehow thought they meant.)

The local brothel business has tried to button itself up since Dollhouse, police say, but the bottom line remains: If brothels slip too far under the radar, or keep their kickbacks too quiet, they'll never get cabs to come with clients.

Short-staffed on a slow week night, it takes seasoned Metro vice detectives no more than 20 minutes to find a brothel, half an hour to get inside and case the place.

• • •

Prostitution is illegal in Clark County, but taking kickbacks isn't. As long as a passenger is delivered to his or her desired destination, tips are allowed. It's diverting a passenger, pushing a person into going to one place over another, that gets a cabdriver in trouble.

This is where strip clubs get involved, and the kickback game becomes much more complicated. And costly.

To court cabbies, strip clubs have waged kickback wars, continually upping the ante to edge out the competition.

On peak nights, cabbies have reported making $80 a head.

(Cabdrivers caught diverting face a $500 fine, suspension and possible license revocation. Cabdrivers who take inquiring johns to brothels are typically charged with prostitution-related offenses, such as pandering, aiding and abetting, furnishing transportation for prostitution.)

When a 2005 Assembly bill threatened to make kickbacks illegal, cabdrivers threatened strikes and held mass honking sessions, saying tips are the hard-working driver's bread and butter. Then-Gov. Kenny Guinn vetoed the bill.

That December a strip club coalition, the Nevada Association of Nightclubs, decided to ban kickbacks. Bounties reportedly rose so high that the entire strip club community was hurting: spending too much to lure clients or losing too much to clubs willing to pay more.

When it became clear in 2006 that some strip clubs weren't abiding by the kickback agreement, the association started filing lawsuits and hiring private investigators to prove palms were still being greased.

Association attorneys hired private investigator Hal De Becker to catch cabdrivers diverting strip club clients for kickbacks.

After four nights of hailing cabs, De Becker had seen enough.

When he asked to go to the Palomino Club (a member of the association then not paying kickbacks), cabdrivers gave all sorts of reasons why they wouldn't take him: The surrounding neighborhood is a ghetto, the cover charges are too high, it doesn't serve alcohol (it does), other clubs are better.

One cabdriver, a woman, told De Becker the Palomino was a place where old strippers went to die.

Drivers who got comfortable, De Becker says, opened up about the kickbacks. Some said they were getting more than cash: DVD players, flat-screen TVs, even an evening at a legal brothel. Other clubs were handing out swipe cards, scanning drivers as they came in, racking up points for prizes.

The nightclub association's attorney, Dominic Gentile (who acquired the Palomino Club in March 2006 as payment for defending the previous owner in a murder investigation), alleges strip clubs are doing more than diverting customers: They're committing massive tax fraud, writing off the kickbacks as a business expense and not reporting the driver's income to the Internal Revenue Service.

Gentile hired a former IRS agent to investigate the fraud that he's certain is occurring. What Gentile's not certain of, however, is whether the association's lawsuit will go forward.

In fact, it's not even clear whether the Nevada Association of Nightclubs still exists.

Former association members told the Sun the coalition slowly dissolved last year because of lack of interest, but wouldn't be quoted.

Sources close to the association say the strip club owners realized they'd probably spend more money on litigation and private investigators than they would just giving in and paying the kickbacks.

Gentile recently sent letters to association members, asking whether they're still interested in their case.

• • •

Interim Chief Investigator Joe Dahlia has been working for the Nevada Taxicab Authority for 18 years. Kickbacks have always been a topic of discussion, he says, and the difficulty with diversions hasn't changed: Money talks.

Brothels pay bigger bounties, so it makes sense that cabdrivers pushed bordellos on private investigator De Becker.

One driver asked whether De Becker was a cop, and satisfied that he wasn't, suggested the investigator visit Sensations, a massage parlor on Industrial Road where De Becker could get "full service" for $160.

Detectives raided the business this month and arrested customers who admitted they were there for more than massage.

• • •

Standing in the living room of the Chinatown brothel, a working girl offers to "sleep" with Gentry, ushering him into a back bedroom where there is a mattress on the floor, white sheets and white towels. The usual. Gentry sizes it up and makes an excuse to leave.

Waiting outside, Detective David Hunkins takes careful notes: the time, the place, certain quotes from the conversation, which aren't fit for print.

"We'll be back," he says.

There are 6,477 taxicabs driving the streets of Las Vegas and about 1,000 limos, Dahlia says. Even if one of his 25 investigators heard of a driver doing kickback diversions, how would he prove it? By asking the driver, or the person paying the bounty?

"If I had the answer," Dahlia said, "I could probably retire."

Abigail Goldman can be reached at 259-8806 or at abigail.goldman@lasvegassun.com.

State of Nevada
Board of Massage Therapy

Friday, February 15, 2008

LINKS

American Massage Therapy Association

NCTMB National Certification Board for Therapeutic Massage and Body Work

abmp

MISSION

The mission of the Nevada State Board of Massage Therapy is to, through licensing and regulating the practice of massage, protect the public health, safety and welfare by ensuring that only qualified competent Massage Therapy Practitioners are licensed in the state of Nevada. It is our goal to balance the needs of the public with those of Licensed Massage Therapists, through development, implementation, enforcement, and continued improvement in the areas of therapist education, public safety, boundaries, and ethics, in compliance with the highest standards set forth within the massage therapy profession.

Bulletins

- Temporary NAC (pdf)
- License Renewal Instructions (pdf)
- How to become licensed in Nevada (pdf)
- Continuing Education Information (pdf)
- Upcoming Meetings

License Verifications

- Verify a License
- Pending Applications

MRS Lisa Cooper

Board of Massage Therapists
1755 E. Plumb Lane Suite 252, Reno, NV 89502
Phone (775) 688-1888 Fax (775) 786-4264
Email: nvmassagebd@state.nv.us
Web Site: www.massagetherapy.nv.gov

Board of Massage Therapists
101 Convention Center Dr. Suite 830
Las Vegas, NV 89109
Phone (702) 486-2212 Fax (702) 486-3658

- 775 688. 1900 - RENO NV 89502

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DoIT Web Development Team

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Nevada State Board of Massage Therapists
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EFFECTIVE IMMEDIATELY

On June 11, 2010, the Nevada State Board of Massage Therapists voted to give the administrative staff the authority to deny any application submitted to the Nevada State Board of Massage Therapists with education that was completed at the following location: Select Therapy Institute located at: 2209 San Gabriel Blvd., Suite C, Rosemead, CA, 91770. The Board granted this authority due to the investigation that was completed by the National Certification Board of Therapeutic Massage and Body Work dated April 9, 2010. (See Attached)

5. Review of Graduates

NCBTMB staff reviewed the records of those STI "graduates" whom applied to take the National Certification Exam using STI's assigned school code. NCBTMB found that some STI "graduates" were connected to erotic massage and/or prostitution. Below are some examples:

a. "Graduates" working at erotic massage parlors who use the internet to advertise their services.
b. A "graduate" who owns a business where arrests were made relating to prostitution, and who pled nolo contendre to a felony count of prostitution.
c. A "graduate" who was working in a brothel was arrested for soliciting sex for money and held in a New York jail due to her immigration status.
d. A "graduate" that promotes herself on several web sites including Craigslist, Backpage and Erotic M.P. regarding her sexual services for a fee.
e. A "graduate" who was charged with running a place of prostitution and collecting earnings from another(s) prostitute.

Nevada State Board
of Massage Therapists
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of Massage Therapists
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NOTICE OF SCHOOLS NOT APPROVED IN NEVADA

The Nevada State Board of Massage Therapists made a motion and voted on the following:

Review/Discussion/Action on Investigation Results from the National Certification Board for Therapeutic Massage and Bodywork Report on Quality of Education; Acceptance or Rejection of Applications/Continuing Education for Licensure/Renewal Related to the Listed Schools and Date of Suspension, Based on Educational Requirements.

List of School	Date of Suspension
Acupuncture and Massage Institute of America (Arcadia)	06/25/2009
Acupuncture and Massage Institute of America (Hacienda Heights/Rosemead)	06/25/2009
Acupuncture and Massage Institute of America (Los Angeles)	06/25/2009
America's Institute of Traditional Medicine	08/28/2009
American International Vocational College	06/03/2009
American Training School for Medical Professionals	08/13/2010
Andrew Health	12/08/2009
Body Concepts Wellness Institute	04/08/2011
Cal Lion Institute	12/10/2009
Diamond Beauty College	6/14/2011
East West Institute of Hand Therapy	06/29/2009
Fountain Massage School (A Former Texas School)	
Hahm Therapeutic Massage Institution (Los Angeles)	02/10/2011
Matrix (A Former Texas School)	
New Wave Myotherapy	02/07/2011
Oriental Medicine Institute of America	05/24/2011
Pro Nail (A Former Florida School)	
Royal Irvin College	06/29/2009
School of Healing Touch	02/22/2011
Select Therapy Institute	11/04/2009
UBC El-Monte	06/29/2009
United States Alternative College	06/08/2010
Universal Careers Institute (A Former Texas School)	
Wall Street Institute	12/30/2009
Xincon America School	04/25/2011
Yunique Wellness Center	6/25/2009

The motion passed unanimously.

Going forward all applications submitted to the Nevada State Board of Massage Therapists with education from the above schools will be denied based on the date the School Code was suspended from the National Certification.

Any other school listed above without a Date of Suspension, your application will be denied.

All Applications with California School Education are subject to an Application Review.

Posted 8/29/2011

Subj: **Bring LV massage parlors before City Council to Show Cause**
Date: 11/14/2011 1:37:54 P.M. Pacific Standard Time
From: Stevemiller4lv@aol.com
CC: nvmassagebd@state.nv.us

Bring LV massage parlors before City Council to Show Cause why they should keep their business licenses while employing "therapists" with bogus certificates from phony California certificate mills.

As a former Las Vegas City Councilman, I recommend that Mayor Pro Tem Stavros Anthony -- upon the passage of his massage parlor ordinance -- immediately bring all existing city massage parlor licensees before the City Council to Show Cause why they should be allowed to keep their business license while employing "massage therapists" with certificates of completion from the schools listed below:

Nevada State Board
of Massage Therapists
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Reno NV 89502
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Fax (775) 786-4264

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NOTICE OF SCHOOLS NOT APPROVED IN NEVADA

The Nevada State Board of Massage Therapists made a motion and voted on the following:

Review/Discussion/Action on Investigation Results from the National Certification Board for Therapeutic Massage and Bodywork Report on Quality of Education; Acceptance or Rejection of Applications/Continuing Education for Licensure/Renewal Related to the Listed Schools and Date of Suspension. Based on Educational Requirements.

List of School	Date of Suspension
Acupuncture and Massage Institute of America (Arcadia)	06/25/2009
Acupuncture and Massage Institute of America (Hacienda Heights/Rosemead)	06/25/2009
Acupuncture and Massage Institute of America (Los Angeles)	06/25/2009
America's Institute of Traditional Medicine	08/28/2009
American International Vocational College	06/03/2009
American Training School for Medical Professionals	08/13/2010
Andrew Health	12/08/2009
Body Concepts Wellness Institute	04/08/2011
Cal Lean Institute	12/10/2009
Diamond Beauty College	5/14/2011
East West Institute of Hand Therapy	06/29/2009
Fountain Massage School (A Former Texas School)	
Hahm Therapeutic Massage Institution (Los Angeles)	02/10/2011
Matrix (A Former Texas School)	
New Wave Myotherapy	02/07/2011
Oriental Medicine Institute of America	05/24/2011
Pro Nail (A Former Florida School)	
Royal Irvin College	06/29/2009
School of Healing Touch	02/22/2011
Select Therapy Institute	11/04/2009
UBC El-Monte	06/29/2009
United States Alternative College	06/08/2010
Universal Careers Institute (A Former Texas School)	
Wall Street Institute	12/30/2009
Xinnon America School	04/25/2011
Yunique Wellness Center	6/25/2009

The motion passed unanimously.

Going forward all applications submitted to the Nevada State Board of Massage Therapists with education from the above school's will be denied based on the date the School Code was suspended from the National Certification.

Any other school listed above without a Date of Suspension, your application will be denied.

All Applications with California School Education are subject to an Application Review

Posted 8/29/2011

For years, Nevada Board of Massage Therapists Executive Director Lisa O. Cooper accepted certificates of completion from the above "schools," and issued Nevada State Massage Therapists Licenses based on these bogus certificates.

Today, hundreds of women who *purchased* their certificates of competition from one of these schools are employed in neighborhood massage parlors and out call massage services located within the City of Las Vegas.

Their massage licenses should not be grandfathered.

Do not allow these women after the passage of the new Ordinance to continue their trade without having to attend an accredited massage therapy school licensed in Nevada and obtain a Clark County Health Card (and I suggest a Sheriff's Card) as will be the requirement of all new applicants.

Making a level playing field of qualifications for all Las Vegas massage therapists, will stop the continuation of the illicit massage-sex industry.

Steve Miller

Steve Miller writes internationally syndicated columns on organized crime and political corruption for Rick Porrello's AmericanMafia.com, and the Canada Free Press.
Visit his website at: http://www.SteveMiller4LasVegas.com/

Steve Is a former LV City Councilman who believes some things that happen in Vegas should not stay in Vegas. To subscribe to his Insider E-Briefs, send your e-mail address to: SteveMiller4LV@aol.com. Write ADD in SUBJECT
Or if you would like to un-subscribe to these sometimes-too-frequent E-Briefs, REPLY with REMOVE in SUBJECT

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-43 - For Possible Action - 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:
ADOPTION at 12/7/2011 City Council Meeting pursuant to the 11/15/2011 Recommending Committee Meeting.

First Reading – 11/2/2011; First Publication – 11/23/2011

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.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-45 - For Possible Action -Updates provisions regarding the Senior Citizens' Advisory Board and repeals provisions establishing the Animal Advisory Committee, Management Committee for Emergency Operations, Records Management Committee, Citizens Priority Advisory Committee, and Yucca Mountain Nuclear Repository Committee. Proposed by: Beverly K. Bridges, City Clerk

Fiscal Impact

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

PURPOSE/BACKGROUND:
As part of a housekeeping effort to streamline and simplify City processes, this bill will address a number of the City's boards and committees. In particular, the bill will update provisions relating to the meetings and bylaws of the Senior Citizens' Advisory Board. It will also repeal provisions regarding a number of committees, some of which are no longer needed and others of which are planned to be reestablished or reconfigured in the future.

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. Agenda Memo
2. Bill No. 2011-45
3. Business Impact Statement

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 16, 2011
DEPARTMENT: CITY ATTORNEY
ITEM DESCRIPTION: NEW BILL: Bill No. 2011-45 Updates City Boards and Committees

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TEXT OF SECTIONS TO BE REPEALED BY BILL NO. 2011-45

2.30.060 Management committee created--Membership.

(A) A Management Committee for Emergency Operations (hereinafter "Committee") is created. The Committee shall be composed of two members of the City Council, the City Manager, the Sheriff of the Las Vegas Metropolitan Police Department, the Chief Health Officer of the Clark County Health District, the Director of Fire and Rescue, and no fewer than four additional persons who are appointed by the City Manager and selected from the Directors and Deputy Directors of Departments of the City.

(B) The Director of Fire and Rescue will be the Chairman of the Committee.

(C) The Committee shall, as a specific function, provide technical and policy guidance to the Mayor, the City Council, the City Manager and the Emergency Management Officer.

(D) The Committee is authorized to review, approve and update the emergency operations plan as prepared and recommended by the Emergency Management Officer. Any changes to the emergency operations plan shall be reported to the City Council on an annual basis.

(E) The members of the Committee shall be the primary staff of the Emergency Operations Organization and the Emergency Operations Center and shall execute the emergency operations plan to accomplish the purpose of this Chapter.

2.60.040 Records Management Committee--Responsibilities. In addition to the responsibilities described in LVMC 2.60.070, the Records Management Committee, as it deems necessary or appropriate, shall:

(A) Establish policies and procedures for use by the City in complying with the requirements of this Chapter;

(B) Review and approve policies and procedures established by the departments of the City pursuant to LVMC 2.60.050(B);

(C) Approve all requests for the purchase of filing or micrographics equipment; and

(D) Provide general guidance and assistance with respect to improvements of the records management process.

7.04.040 Animal Advisory Committee. "Animal Advisory Committee" means a committee consisting of five members selected and appointed to a two-year term by the City Council, convened and administrated by the Animal Regulation Officer to gather information and make recommendations concerning whether an animal is vicious and should be destroyed. A quorum of three members must be present to hear evidence; a majority thereof is required to make a finding of facts in order to submit recommendations. This Committee shall possess subpoena power issued by the Las Vegas Municipal Court. The Committee may hear evidence from the complainant or the animal's owner, or both, as well as view the animal in controversy.

BILL NO. 2011-45

ORDINANCE NO. _____

AN ORDINANCE RELATING TO CITY BOARDS AND COMMITTEES; UPDATING MUNICIPAL CODE PROVISIONS REGARDING THE SENIOR CITIZENS' ADVISORY BOARD, REPEALING PROVISIONS ESTABLISHING THE ANIMAL ADVISORY COMMITTEE, MANAGEMENT COMMITTEE FOR EMERGENCY OPERATIONS, RECORDS MANAGEMENT COMMITTEE, CITIZENS PRIORITY ADVISORY COMMITTEE, AND YUCCA MOUNTAIN NUCLEAR REPOSITORY COMMITTEE; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Beverly K. Bridges, City Clerk

Summary: Updates provisions regarding the Senior Citizens' Advisory Board and repeals provisions establishing the Animal Advisory Committee, Management Committee for Emergency Operations, Records Management Committee, Citizens Priority Advisory Committee, and Yucca Mountain Nuclear Repository Committee.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 46, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.46.030: (A) The Advisory Board shall elect from among its members a Chairman and Vice-Chairman, and such officers as deemed necessary or appropriate. Officers shall serve a term of one year, or until a successor is elected.

(B) The Director of Parks, Recreation and Neighborhood Services, or the Director's designee, shall serve ex-officio to represent the City's interests and to function as liaison between the Advisory Board and the City.

SECTION 2: Title 2, Chapter 46, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.46.040: (A) The Advisory Board shall adopt such bylaws as it deems necessary for the conduct of its business. The bylaws may include procedural rules, the designation of regular meeting dates, and the procedures for calling special meetings.

(B) Bylaws, as well as any amendments thereto:

(1) Must be consistent with this Chapter; and

(2) May be adopted only [after consideration at two consecutive meetings of the Advisory Board, and only by a two-thirds] by a majority vote of the entire membership[.], provided that, in each case, at least twenty days written notice of the proposed amendment has been provided to Board members.

SECTION 3: Title 2, Chapter 30, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.30.080: For the purposes of this Chapter, the Mayor[, the Management Committee for Emergency Operations,] and the Emergency Management Officer shall utilize the services, equipment, supplies and facilities of existing departments, officers and agencies of the City to the maximum extent practicable, and the officers and personnel of all such departments are directed to cooperate and extend such services and facilities upon request.

SECTION 4: Title 2, Chapter 49, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.49.010: A person is not eligible to serve [on the Las Vegas Housing Authority Board, Las Vegas-Clark County Library District Board of Trustees, Planning Commission, Traffic and Parking Commission, Board of Civil Service Trustees, Child Care Licensing Board, Citizens Advisory Review Board and Citizens Priority Advisory Committee that are established by this Code or by City Council action unless he or she is a resident of the City. All nonresidents of the City who are members of these boards or commissions on the date the ordinance codified in this section becomes effective shall be allowed to complete their terms of office.] in any of the following capacities unless he or she is a resident of the City:

(A) As a member of the Planning Commission, Traffic and Parking Commission, or Board of Civil Service Trustees.

(B) As a City appointee to the Southern Nevada Regional Housing Authority or the Las Vegas-Clark County Library District Board of Trustees.

SECTION 5: Title 7, Chapter 4, 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 295, reading as follows:

7.04.295: "Hearing officer" means a person appointed by the City Manager or a designee to hear appeals or make recommendations under this Title. The hearing officer may be a third party not otherwise affiliated with the City or a City officer who is independent of the animal control function.

SECTION 6: Title 7, Chapter 16, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.16.050: (A) The owner or keeper of any animal declared vicious by the Animal Regulation Officer shall be notified by personal service or by certified mail, return receipt requested, sent to the last known address of the owner or keeper. Within ten days after notice has been served personally or deposited in the mail, the owner or keeper shall voluntarily transfer possession of the animal to the Animal Regulation Officer and do one of the following:

(1) Voluntarily relinquish ownership of the animal for euthanasia in accordance with the provisions of LVMC 7.20.040;

(2) Provide written proof to the Animal Regulation Officer that the animal has been euthanized by a properly licensed veterinary clinic; or

(3) File with the Animal Regulation Officer a written request for hearing before [the Animal Advisory Committee] a hearing officer to determine if the declaration that the animal is vicious should be upheld. The owner or keeper may not maintain possession of the animal during the hearing process.

(B) If a hearing is requested within the specified time period, the Animal Regulation Officer shall [convene the Animal Advisory Committee] present the matter to the hearing officer no later than forty-five days after receipt of the written request for hearing. The [Animal Advisory Committee] hearing officer shall act expeditiously to decide the matter and may:

(1) Uphold the vicious animal declaration;

(2) Recommend that the owner or keeper obtain a dangerous animal permit, if appropriate; or

(3) Take such other action as [it] the hearing officer deems appropriate.

(C) If the [Animal Advisory Committee] hearing officer upholds the vicious animal declaration, the Animal Regulation Officer may proceed to destroy the animal, but not until at least

ten days have elapsed from the date the owner or keeper receives notice of the decision. Within that ten-day period, the owner or keeper of the animal shall have the right to seek appropriate relief in the Municipal Court.

(D) As an alternative to the procedure set forth in Subsections (A) through (C) of this Section, the question of whether an animal should be declared vicious may be referred to [the Animal Advisory Committee] a hearing officer by the Municipal Court in connection with the filing and processing of a criminal complaint. The [Committee] hearing officer shall hold an informal hearing and report [its] his or her findings and recommendations to the Court. If a defendant is found guilty of violating this Title and the [Committee] hearing officer recommends that the animal be destroyed, the Court may order the destruction of the animal as part of the defendant's sentence. The Court is not bound by any recommendations of the [Committee] hearing officer and may in its discretion order that an animal be destroyed notwithstanding a contrary recommendation by the [Committee.] hearing officer.

SECTION 7: Title 7, Chapter 38, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.38.030: The issue as to whether a wild animal as defined by Section 7.04.490 is vicious may be determined by [an Animal Advisory Committee following] means of the procedures as set forth in Chapter 7.16 prior to the destruction of said animal.

SECTION 8: Title 2, Chapter 60, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.60.070: (A) A record may be disposed of only in accordance with the records retention schedule that has been approved for records of that type.

(B) The following documents are hereby adopted by the City:

(1) "Nevada Local Government Records Program Manual," as adopted by the [Nevada] Division of State Library and Archives [Division] on June 26, 2007, and subsequently amended on February 9, 2010; and

(2) "Local Government Records Retention Schedules," as adopted by the [Nevada] Division of State Library and Archives [Division] on June 26, 2007, and as subsequently

amended on August 28, 2008, and February 9, 2010.

➥The respective retention periods that are established in those documents shall be the minimum periods for which the records of the City, other than judicial records and other documents of the Municipal Court, must be retained.

(C) The City may establish periods of retention longer than those designated by the State for any particular class of record. Further, the City may establish retention schedules for any record not addressed by the State's schedules. Any schedule proposed to be established pursuant to this Subsection (C) shall be submitted to the [Records Management Committee for its approval and, after such schedule has received the approval of the Records Management Committee, the] City Clerk for approval. Thereafter, the City Clerk shall submit the same to the City Council for its approval. Such approval shall be accomplished by ordinance.

(D) The disposition of judicial records and other documents of the Municipal Court shall be governed by a records retention schedule that is approved by the Judges of the Municipal Court by a court rule that is adopted in accordance with the rules of the Nevada Supreme Court. Such schedule shall become effective upon its approval by a majority of the Judges of the Municipal Court and shall establish a system of records management for Municipal Court to be implemented by the Court Administrator.

SECTION 9: Title 2, Chapter 30, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 10: Title 2, Chapter 60, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 11: Title 7, Chapter 4, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 12: The Citizens Priority Advisory Committee, created by resolution of the City Council on November 7, 1984, is hereby dissolved, and the resolution hereby repealed.

SECTION 13: The Yucca Mountain Nuclear Repository Committee, created by resolution of the City Council on December 16, 1992, is hereby dissolved, and the resolution hereby repealed.

SECTION 14: 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 15: 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 11-3-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-45
(Updates provisions regarding the Senior Citizens' Advisory Board and repeals provisions establishing the Animal Advisory Committee, Management Committee for Emergency Operations, Records Management Committee, Citizens Priority Advisory Committee, and Yucca Mountain Nuclear Repository Committee)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-45, that will update provisions regarding the Senior Citizens' Advisory Board and repeal provisions establishing the Animal Advisory Committee, Management Committee for Emergency Operations, Records Management Committee, Citizens Priority Advisory Committee, and Yucca Mountain Nuclear Repository Committee.

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:

Not applicable

Direct effects:

Not applicable

Indirect effects:

Not applicable

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:

Not applicable

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: November 3, 2011

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-44 – Establishes a parking program for qualified alternative fuel vehicles, as required by State law. Proposed by: Bradford R. Jerbic, City Attorney, and William Arent, Director of Economic and Urban Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
Assembly Bill 511 of the 2011 Session of the Nevada Legislature requires local governments to establish a program by which the operator of a qualified alternative fuel vehicle generally may park the vehicle without the payment of a parking fee at certain times in public parking lots, parking areas and metered parking zones. This bill will establish such a program, including the processes and standards by which it will be implemented.

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. 2011-44
2. Business Impact Statement

BILL NO. 2011-44

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH A PARKING PROGRAM FOR QUALIFIED ALTERNATIVE FUEL VEHICLES, AS REQUIRED BY STATE LAW, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Bradford R. Jerbic, City Attorney
William Arent, Director of Economic and Urban Development

Summary: Establishes a parking program for qualified alternative fuel vehicles, as required by State law.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11 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 66, consisting of Sections 10 to 80, inclusive, reading as follows:

11.66.010: For purposes of this Chapter, "qualified alternative fuel vehicle" has the meaning ascribed to that term in NRS 484A.197.

11.66.020: In accordance with and subject to the provisions of this Chapter, the City shall issue to the owner or long-term lessee of a qualified alternative fuel vehicle a distinctive decal, label or other identifier that clearly distinguishes the qualified alternative fuel vehicle from other vehicles.

11.66.030: The decal, label or other identifier described in LVMC 11.66.020 may be obtained by the owner or long-term lessee of a qualified alternative fuel vehicle by:

(A) Submitting an appropriate application to the Department of Detention and Enforcement or its designee, on forms developed or approved by the City;

(B) Providing such other documentation and verification as the Department or its designee may require, including without limitation:

(1) Documentation regarding vehicle identification, ownership and vehicle registration;

(2) Visual confirmation of vehicle identification and license plate information; and

(3) Certification or other verification by a duly-qualified third party

acceptable to the Department or its designee that the vehicle is a qualified alternative fuel vehicle, as defined in LVMC 11.66.010.

11.66.040: A decal, label or other identifier issued pursuant to this Chapter shall be valid for no more than one year, renewable upon application and upon such documentation and verification as the Department or its designee may require.

11.66.050: The Department or its designee is authorized to charge a fee of ten dollars for each decal, label or other identifier issued pursuant to this Chapter, whether in connection with initial issuance, renewal or replacement.

11.66.060: Except as otherwise provided in LVMC 11.66.070, the driver of a qualified alternative fuel vehicle displaying the distinctive decal, label or other identifier issued for that vehicle pursuant to this Chapter may:

(A) Stop, stand or park the qualified alternative fuel vehicle in any public metered parking zone within the City's parking enforcement jurisdiction without making payment therefor in a manner otherwise required; and

(B) Stop, stand or park the qualified alternative fuel vehicle in any public parking lot or parking area within the City's parking enforcement jurisdiction without paying the parking fee otherwise required.

11.66.070: Notwithstanding the provisions of LVMC 11.66.060, the driver of a qualified alternative fuel vehicle shall:

(A) Comply with any limits on the amount of time for stopping, standing or parking imposed on other drivers; and

(B) Pay applicable parking fees during certain special events or activities designated by the City, regardless of whether the vehicle displays a decal, label or other identifier issued pursuant to this Chapter.

11.66.080: (A) With respect to a decal, label or other identifier authorized or issued pursuant to this Chapter, it is unlawful for a person to:

(1) Fraudulently obtain such a decal, label or other identifier;

(2) Display such a decal, label or other identifier in or on a vehicle to which

the decal, label or other identifier does not pertain;

(3) Display in or on a vehicle an unauthorized replica of such a decal, label or other identifier; or

(4) Alter or mutilate the expiration date or identifying information on such a decal, label or other identifier, or display in or on a vehicle a decal, label or other identifier on which the expiration date or identifying information has been altered or mutilated.

(B) A notice of infraction or criminal citation pertaining to a violation of Subsection (A) of this Section may be issued and processed independent of any notice of infraction that pertains to parking at a location without payment having been made therefor and without displaying a valid decal, label or other identifier issued under this Chapter.

SECTION 2: Title 11, Chapter 10, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.130: [Wherever in this Title any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor or wherever in this Title the doing of any act is required or the failure to do any act is declared to be unlawful, the sanction therefor is civil in nature in the monetary amount which is set forth in Sections 11.10.150 to 11.10.180, inclusive.]

(A) Subject to the provisions of Subsection (B), whenever in this Title an act relating to the stopping, standing or parking of a vehicle is prohibited or limited, or the violation of a such a prohibition or limitation is made or declared to be unlawful or an offense or a misdemeanor, the sanction therefor is civil in nature in the monetary amount which is set forth in Sections 11.10.150 to 11.10.180, inclusive.

(B) With respect to any particular violation of the following types, the City may proceed either by means of a criminal prosecution or by means of the civil infraction process set forth in Chapter 11.10:

(1) A violation of Sections 11.54.205, 11.65.110 or 11.66.080;

(2) A violation of any other provision of Title 11 pertaining to the stopping, standing or parking of a vehicle where the violation relates to the misuse of equipment, or involves fraud, deceit or misrepresentation, or where the language of the provision demonstrates a specific

intent for a criminal rather than civil sanction to be applied.

SECTION 3: Title 11, Chapter 10, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.180: (A) Except as provided in [Subsection (B) of this Section, for other parking infractions of the provisions of this Code,] this Section, for parking infractions other than those set forth in LVMC 11.10.160 and 11.10.170, the civil fine is twenty dollars.

(B) For abandoning or for stopping, standing or parking a vehicle in violation of LVMC 11.24.010 or 11.52.305, the civil fine is seventy-five dollars, plus any towing and storage fees which may be assessed in connection with the removal of the vehicle pursuant to this Title.

(C) For a violation of Subsection (A) of LVMC 11.66.080, the civil fine is five hundred dollars.

SECTION 4: This Ordinance shall become effective on January 1, 2012.

SECTION 5: Unless extended by ordinance, this Ordinance shall expire by limitation on January 1, 2018.

SECTION 6: 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 7: 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 8: 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 10-26-11
_____
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. 2011-44
(Establishes a parking program for qualified alternative fuel vehicles, as required by State law)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-44, that will establish a parking program for qualified alternative fuel vehicles, as required by 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 ordinance to State law and provide businesses potential savings in parking costs

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:

Unknown, dependent on number of applicants

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Unknown, dependent on number of applicants

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 any costs of enforcement

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 26, 2011

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-46 – Removes the licensing and zoning provisions that prohibit Class III jewelry stores, pawnshops, auto pawn businesses and secondhand dealers from locating on Las Vegas Boulevard between Charleston Boulevard and Sahara Avenue. Sponsored by: Mayor Carolyn G. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
For many years City licensing regulations (and later zoning regulations as well) have prohibited Class III jewelry stores, pawnshops and secondhand dealers from locating on Las Vegas Boulevard between Charleston Boulevard and Sahara Avenue. A similar prohibition exists for Fremont Street. It is believed that such prohibitions were based on a historical view of what types of development along those corridors should include. It has been proposed by means of this bill to remove the prohibition regarding Las Vegas Boulevard.

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. 2011-46

BILL NO. 2011-46

ORDINANCE NO. _____

AN ORDINANCE TO REMOVE THE LICENSING AND ZONING PROVISIONS THAT PROHIBIT CLASS III JEWELRY STORES, PAWN SHOPS, AUTO PAWN BUSINESSES AND SECONDHAND DEALERS FROM LOCATING ON LAS VEGAS BOULEVARD BETWEEN CHARLESTON BOULEVARD AND SAHARA AVENUE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Removes the licensing and zoning provisions that prohibit Class III jewelry stores, pawn shops, auto pawn businesses and secondhand dealers from locating on Las Vegas Boulevard between Charleston Boulevard and Sahara Avenue.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 74, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.74.050: A secondhand dealer's license must not be issued to a location on Fremont Street, **[**or on Las Vegas Boulevard South between Charleston Boulevard and Sahara Avenue, unless a variance has been granted, in accordance with the provisions of Title 19, permitting such use at that location.**]**

SECTION 2: 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 "Jewelry Store, Class III" so that the list of Conditional Use Regulations applicable to that use reads as follows:

Conditional Use Regulations:

1. The use shall comply with the applicable requirements of LVMC Title 6.
2. No outdoor display, sales or storage of any merchandise shall be permitted.
3. No pawn shop shall be located on either side of Fremont Street, **[**or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.**]**

SECTION 3: 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 "Jewelry Store, Class III" so that the list of Minimum Special Use Permit Requirements applicable to that use reads as follows:

Minimum Special Use Permit Requirements:

*1. The use shall comply with the applicable requirements of LVMC Title 6.

*2. No outdoor display, sales or storage of any merchandise shall be permitted.

*3. No such use shall be located on either side of Fremont Street, [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

SECTION 4: 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 "Pawn Shop" so that the list of Conditional Use Regulations applicable to that use reads as follows:

Conditional Use Regulations:

1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.

2. No outdoor display, sales or storage of any merchandise shall be permitted.

3. No pawn shop shall be located on either side of Fremont Street, [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

4. No pawn shop use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no pawn shop use may be located closer than 1000 feet from any other pawn shop use or specified financial institution use. For purposes of this Regulation 4, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

SECTION 5: 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 "Pawn Shop" so that the list of Minimum Special Use Permit Requirements applicable to that use reads as follows:

Minimum Special Use Permit Requirements:

*1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.

*2. No outdoor display, sales or storage of any merchandise shall be permitted.

*3. No pawn shop shall be located on either side of Fremont Street, [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

4. No pawn shop use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no pawn shop use may be located closer than 1000 feet from any other pawn shop

use or specified financial institution use. For purposes of this Regulation 4, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

SECTION 6: 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 "Pawn, Auto" so that the list of Conditional Use Regulations applicable to that use reads as follows:

Conditional Use Regulations:

1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.

2. Except for the parking of automobiles, no outdoor display, sales or storage of any merchandise shall be permitted.

3. Vehicles that have been pawned may not be parked or stored in parking spaces that are designated as off-street parking necessary to meet the minimum requirements of this [Subchapter] Section. Any parking or storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

4. No auto pawn use shall be located on either side of Fremont Street. [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

5. Window signs shall not:

a. Cover more than 20 percent of the area of all exterior windows;

b. Include flashing lights or neon lighting; or

c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.

6. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.

7. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).

8. No auto pawn use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto pawn use may be located closer than 1000 feet from any other auto pawn use, auto title loan use or specified financial institution use. For purposes of this Regulation 8, distances

shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

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 "Pawn, Auto" so that the list of Minimum Special Use Permit Requirements applicable to that use reads as follows:

Minimum Special Use Permit Requirements:

1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.

2. Except for the parking of automobiles, no outdoor display, sales or storage of any merchandise shall be permitted.

3. Vehicles that have been pawned may not be parked or stored in parking spaces that are designated as off-street parking necessary to meet the minimum requirements of this [Subchapter] Section. Any parking or storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

4. No auto pawn use shall be located on either side of Fremont Street. [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

5. Window signs shall not:

a. Cover more than 20 percent of the area of all exterior windows;

b. Include flashing lights or neon lighting; or

c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.

6. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.

7. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).

8. No auto pawn use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto pawn use may be located closer than 1000 feet from any other auto pawn use, auto title loan use or specified financial institution use. For purposes of this Regulation 8, distances

shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

SECTION 8: 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 "Secondhand Dealer" so that the list of Conditional Use Regulations applicable to that use reads as follows:

Conditional Use Regulations:

1. No outdoor display, sales or storage of any merchandise shall be permitted.

2. The use shall comply with the applicable requirements of LVMC Title 6.

3. No secondhand dealer shall be located on either side of Fremont Street. [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

SECTION 9: 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 "Secondhand Dealer" so that the list of Minimum Special Use Permit Requirements applicable to that use reads as follows:

Minimum Special Use Permit Requirements:

*1. No outdoor display, sales or storage of any merchandise shall be permitted.

*2. The use shall comply with the applicable requirements of LVMC Title 6.

*3. No secondhand dealer shall be located on either side of Fremont Street. [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

SECTION 10: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 9, inclusive, of this Ordinance.

SECTION 11: 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 12: 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 11-21-11
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.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-47 – Adopts an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. 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 an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. The development agreement was approved by the City Council on November 16, 2011. Adoption by means of ordinance is a formality required by 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:
Bill No. 2011-47

BILL NO. 2011-47

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN AGREEMENT ENTITLED "FIRST AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT BETWEEN KAG PROPERTY, LLC," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain development agreement entitled "First Amendment and Restatement to the Development Agreement Between KAG Property, LLC," which was approved by the City Council on November 16, 2011, and which is on file with the City Clerk's Office, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: The development agreement adopted by Section 1 is intended to replace and supersede that certain development agreement entitled "Development Agreement Between City of Las Vegas and Kyle Acquisition Group, LLC," which was approved by the City Council on May 16, 2007, and thereafter adopted by Ordinance No. 5910.

SECTION 3: This Ordinance, as well as the development agreement adopted by Section 1, shall be recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

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: 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 _____, 20011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-21-11
_____
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.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
Closed Session - A closed meeting in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing on local improvement district for Special Improvement District No. 1507 - Jones Boulevard (Elkhorn Road to Horse Drive) and Grand Teton Drive (Maverick Street to Decatur Boulevard) - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the installation of pavement, curb and gutter, sidewalks, driveway approaches, street lights, sewer laterals, water mains, and water laterals.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public hearing notice

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

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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 611 Lacy Lane for fees in the amount of $2,355 (General Fund) and assess a maximum of $30,000 in daily civil penalties. PROPERTY OWNER: MICHAEL J & LAURA SIMPSON - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,355
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 and debris, remove all weeds, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $387,700.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $940 invoice for Weaver Construction, $141 administrative fee, $924 in reinspection fees (including late fees), and $350 pool pumping fee for a total of $2,355 to be recorded immediately, and consider assessing a maximum of $30,000 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: December 7, 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 611 Lacy Lane for fees in the amount of $2,355 (General Fund) and assess a maximum of $30,000 in daily civil penalties. PROPERTY OWNER: MICHAEL J & LAURA SIMPSON – Ward 1 (Tarkanian)

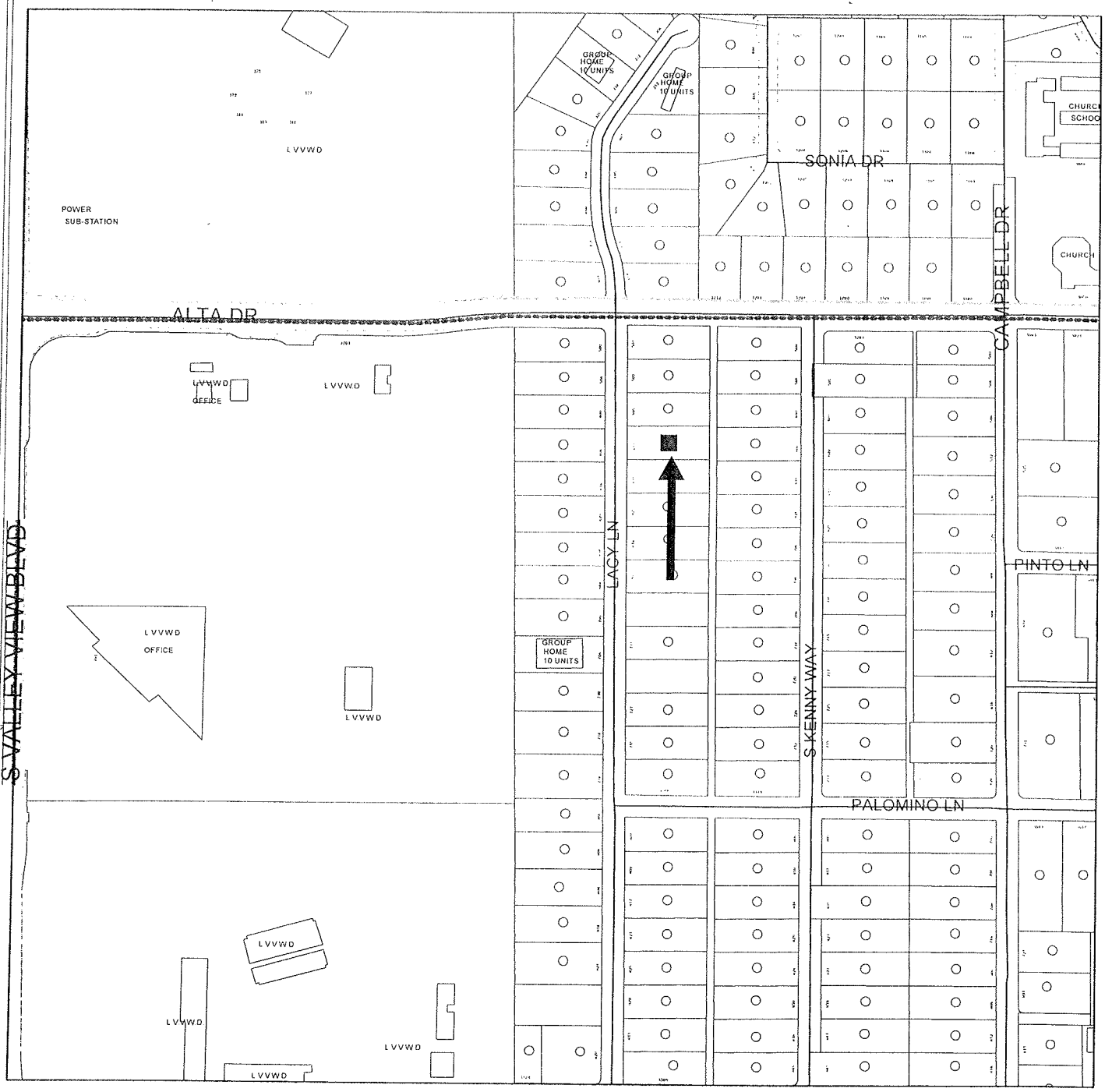
Weaver Construction completed work on September 13, 2011 at a cost of $940; $924 in reinspection fees (including late fees); $141 administrative fee; $350 pool pumping fee for a total of $2,355.

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.

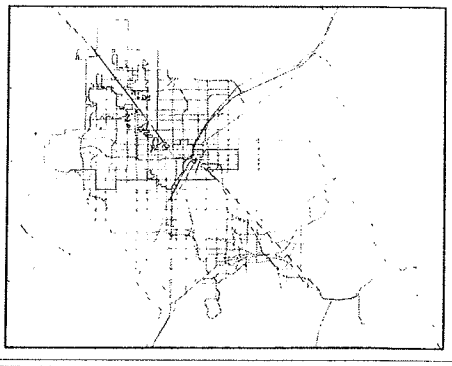
611 LACY LANE
CROSS STREETS - ALTA//VALLEY VIEW

City of Las Vegas Vicinity Map



N

0 220 440 880 Feet



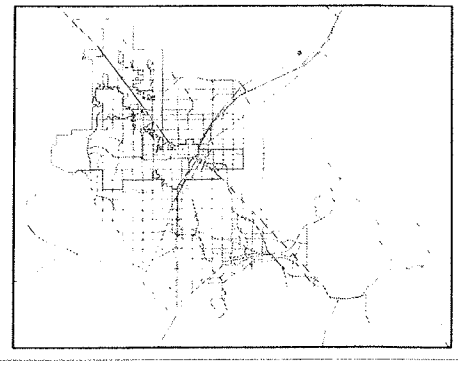
GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

611 LACY LANE
CROSS STREETS - ALTA//VALLEY VIEW

City of Las Vegas Vicinity Map





GIS maps are normally produced only to meet the needs of the City
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702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Neighborhood Response Division

CC: File

Date: November 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 611 Lacy Lane - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash and debris, removing all weeds, and applying herbicide. The abatement was completed by Weaver Construction on September 13, 2011 at a cost of $940.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$330.00
Remove all weeds and apply herbicide.	$360.00
Remove all trash and debris.	$250.00
AMOUNT DUE:	$940.00
Administrative Processing Fee:	$141.00
City of Las Vegas Pool Pumping Fee	$350.00
Sub-Total:	$1,431.00
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$2,355.00**
Daily Civil Penalties – 61 days @ $500 a day (including penalty fees already assessed) July 16, 2011 to September 13, 2011	**$30,000.00**
MAXIMUM TOTAL:	**$32,355.00**
OWNER OF RECORD	MICHAEL J. & LAURA SIMPSON
PROPERTY ABATED:	611 Lacy Lane
	Las Vegas, NV 89107
ASSESSOR PARCEL:	139-32-310-004
LEGAL DESCRIPTION:	MOUNTAIN VIEW TRACT 1
	PLAT BOOK 3 PAGE 23
	LOT 4 BLOCK 1

MWB: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

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

NOTICE OF PUBLIC HEARINGS

DECEMBER 7, 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, DECEMBER 7, 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 **611 Lacy Lane – Case No. 102484**. The Director of Building and Safety certifies that the sum of **$2,355.00** was expended and Civil Penalties in the sum of **$30,000.00** may be imposed for a total of **$32,355.00**. Owner of record at time of abatement: **MICHAEL J. & LAURA SIMPSON – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 102484

611 LACY LN - Map # 02423-61 Parcel 13932310004

Owner Information:

SIMPSON MICHAEL J & LAURA
611 LACY LN
LAS VEGAS, NV 89107-4453

Zoning Information: R-E(RESIDENCE ESTATES)

Case Comments: green and stagnant pool and spa, mosquitos.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 02, 2011

Ward: 1

Date Case Resolved: October 25, 2011

Source: WEB

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AB-006: 16.08.010 UDB SEC 403
6/20/11 OPEN
Secure all structures to City of Las Vegas specifications.

AN-002: 9.04.010 (3) POLLUTED WATER
6/6/11 COMPLIED 07/18/11
Remove all stagnant polluted water from pool immediately.

AN-003: 9.04.010 (4) REFUSE & WASTE
6/20/11 OPEN
Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
6/6/11 OPEN
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

June 06, 2011 **Insp#: 1134400**

16) House is vacant, pool water is under a tarp, will issue notice for pool and high weeds throughout. cb 6-20

June 07, 2011 **CORRECTION NOTICE ISSUED**

June 20, 2011 **Insp#: 1135963**

16) Water remains, hiuse according to neighbor is vacant. Add refuse and secure all opening Door to garage is open (at patio area) Prepare notice and order, pictures taken, fail fee. cb 6-23

June 30, 2011 **REFERRED**

16) To rrt for pool pumping

June 30, 2011 **RESEARCH**

16)Nothing indicating status of foreclosure at this time. Neighbor to the south stated that "they are gone" nothing recorded.

July 05, 2011	NOTICE AND ORDER ISSUED	
July 06, 2011	ADMINSTRATIVE	
	N&O sent. File given to #16 for posting.	
July 06, 2011	RRT POOL ABATED	
	Ld) Per RRT Maint 3 & 4, pool pumped 7/6/11, added $350 fee	
July 06, 2011	**Insp#: 1142150**	
	16) Posted on wall by front door cb 7-18	
July 13, 2011	RECORDED DOCUMENT	
	Ld) Recorded N&O dated 7/6/11	
July 18, 2011	**Insp#: 1149197**	
	34) Power off. House open/accessible (missing door to garage at rear patio & missing door to crawl space under house at rear patio), Still high weeds & refuse/waste. Pool empty. Done by RRT. Small amount of water in deep end, not enough for City's pump. Photos. Mosquito dunks in water. $180 + $150 fee.	
July 19, 2011	BID REQUEST BY OFFICER	
	34) Gave case to 19 to obtain bids. Requesting securing of structures, removal of weeds, removal of refuse/waste.	
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 RECEIVED	
	Recorded & scanned bids received: 1)Weaver=$940; 2)Blast=$950	
August 02, 2011	ADMINSTRATIVE	
	Bid approval given to #19.	
August 02, 2011	10 DAY NOTICE PROCESSING	
	10 day sent. File given to #34 for posting.	
August 02, 2011	10 DAY BEFORE ABATEMENT NOTICE	
August 03, 2011	**Insp#: 1152794**	
	34) Post 10 Day Notice Before Abatement. House still open/accessible, still high weeds, still refuse/waste. Photos. $180 + $300 fee. Call back 8-15.	
August 15, 2011	**Insp#: 1160071**	
	34) House still open/accessible, still high weeds, still refuse/waste. Photos. $100 + $500 fee.	
August 16, 2011	RESEARCH	
	34) No change to county assessor. No new recorded documents.	
August 23, 2011	PROCEED WITH ABATEMENT	
	34) Assigned & gave case to 19 to proceed with abatement.	
August 31, 2011	REVIEW	
	19) Approved to proceed with PO & Award of bid. File to JR	

September 06, 2011	**RESEARCH**	
	34) Checked MERS - no information found for current owner. No change to county assessor. No new recorded documents.	
September 06, 2011	**ADMINSTRATIVE**	
	PO requested. Pending approval from #19.	
September 07, 2011	**BID AWARDED TO CONTRACTOR**	
	Award Letter sent to Weaver. Pending start date.	
September 13, 2011	**PRE-ABATEMENT VIDEO**	
	21) pre photos in f drive	
September 13, 2011	**Insp#: 1164801**	
	21)pre photos- rear door open, high weeds,litter all yards.	
October 19, 2011	**VIDEO REQUEST**	
	Afeter Video request from #21.	
October 24, 2011	**POST-ABATEMENT VIDEO**	
	21)no video- photos in f drive- ppp also done	
October 24, 2011	**Insp#: 1176735**	
	21)property secure, refuse waste and weeds abated. close case	
October 26, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #19	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/20/2011	
CLV INTERNAL POOL PUMPING FEE	$350.00	U	07/07/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/18/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	07/18/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/03/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	08/03/2011	
LATE FEE	$12.00	U	08/04/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/15/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	08/15/2011	
LATE FEE	$18.00	U	09/01/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/14/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	09/14/2011	
NUISANCE ABATEMENT FEE	$940.00	U	10/26/2011	
ADMINISTRATIVE	$141.00	U	10/26/2011	
LATE FEE	$18.00	U	11/08/2011	
LATE FEE	$18.00	U	11/08/2011	
LATE FEE	$18.00	U	11/08/2011	

Total Amount Due: **$3,805.00**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	7/27/11

Bid Amount: 940.00
Bid Award Date: 9/7/11
Contractor Start Date:

Description:

Board all open doors/windows. Remove weeds/refuse/waste. Herbicide.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	NA	7/25/11

Bid Amount: 950.00
Bid Award Date:
Contractor Start Date:

Description:

Board all open doors/windows. Remove weeds/refuse/waste. Herbicide.

APN 139-32-310-004

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **MICHAEL J. & LAURA SIMPSON**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-32-310-004**
Commonly known as: **611 Lacy Lane**
Legal Description: **MOUNTAIN VIEW TRACT 1**
PLAT BOOK 3 PAGE 23
LOT 4 BLOCK 1

On **September 13, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$2,355.00** 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 **$30,000.00** 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 **December 7, 2011** ordered the above Actual Cost in the amount of **$2,355.00**, 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 **$30,000.00** 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 #102484

APN 139-32-310-004

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MICHAEL J. & LAURA SIMPSON**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-32-310-004**
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PLAT BOOK 3 PAGE 23
LOT 4 BLOCK 1

On **September 13, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$30,000.00** 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 **December 7, 2011** ordered the above charges in the amount of **$30,000.00**, 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.

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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 #102484

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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 3908 Valley Forge Avenue for fees in the amount of $2,102.75 (General Fund) and assess a maximum of $23,500 in daily civil penalties. PROPERTY OWNER: RUBEN CARRANZA - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,102.75
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $50,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,025 invoice for Weaver Construction, $153.75 administrative fee, and $924 in reinspection fees (including late fees) for a total of $2,102.75 to be recorded immediately, and consider assessing a maximum of $23,500 in daily civil penalties to be recorded on or after June 19, 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: December 7, 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 3908 Valley Forge Avenue for fees in the amount of $2,102.75 (General Fund) and assess a maximum of $23,500 in daily civil penalties. PROPERTY OWNER: RUBEN CARRANZA – Ward 3 (Coffin)

Weaver Construction completed work on August 4, 2011 at a cost of $1,025; $924 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $2,102.75.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

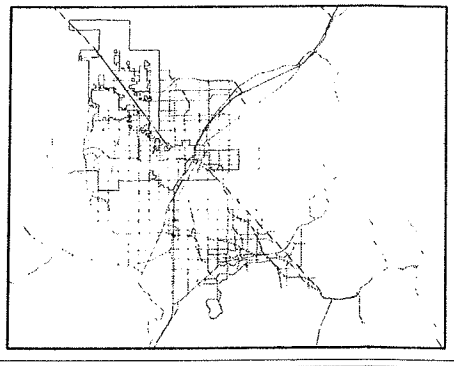
3908 VALLEY FORGE AVENUE
CROSS STREETS - SANDHILL//WASHINGTON

City of Las Vegas Vicinity Map



N

0 220 440 880 Feet



GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

3908 VALLEY FORGE AVENUE
CROSS STREETS - SANDHILL//WASHINGTON

City of Las Vegas Vicinity Map



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Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Neighborhood Response Division

CC: File

Date: November 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 3908 Valley Forge 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 removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on August 4, 2011 at a cost of $1,025.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash and debris.	$650.00
Remove all high grass and weeds, and apply herbicide.	$375.00
AMOUNT DUE:	$1,025.00
Administrative Processing Fee:	$153.75
Sub-Total:	$1,178.75
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$2,102.75**
Daily Civil Penalties – 47 days @ $500 a day (including penalty fees already assessed) June 19, 2011 to August 4, 2011	**$23,500.00**
MAXIMUM TOTAL:	**$25,602.75**
OWNER OF RECORD	RUBEN CARRANZA
PROPERTY ABATED:	3908 Valley Forge Avenue
	Las Vegas, NV 89110
ASSESSOR PARCEL:	140-30-216-013
LEGAL DESCRIPTION:	WASHINGTON SQUARE UNIT #7
	PLAT BOOK 26 PAGE 49
	LOT 382 BLOCK 7

MWB: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 HEARINGS

DECEMBER 7, 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, DECEMBER 7, 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 **3908 Valley Forge Avenue – Case No. 102201**. The Director of Building and Safety certifies that the sum of **$2,102.75** was expended and Civil Penalties in the sum of **$23,500.00** may be imposed for a total of **$25,602.75**. Owner of record at time of abatement: **RUBEN CARRANZA – 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 # 102201

3908 VALLEY FORGE AVE - Map # 02328-54 Parcel 14030216013

Owner Information:

FEKETE MICHELLE A
3908 VALLEY FORGE AVE
LAS VEGAS, NV 89110-1168

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: vacant house, secure, no pool, no power, hi weeds, trash, fallen fence.

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: May 24, 2011 Ward: 3

Date Case Resolved: August 10, 2011 Source: CEO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AB-006: 16.08.010 UDB SEC 403
5/25/11 OPEN All points of entry
Secure all structures to City of Las Vegas specifications. Structure is secure at time of this inspection,

AN-003: 9.04.010 (4) REFUSE & WASTE
5/25/11 OPEN All areas
Remove all refuse and waste from all areas of property. Maintain at all times. Includes buckets, dead vegetation, loose trash, fallen and deteriorated wood fence.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
5/25/11 COMPLIED 08/10/11 All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain. Apply ample herbicide to deter regrowth,

Chronology of Events:

May 25, 2011 **Insp#: 1130894**

17) Residence is vacant and secure, no pool, no power. High weeds and refuse. Includes buckets, dead vegetation, loose trash, fallen and deteriorated wood fence. Cn1 posted and mailed to owner of record at service address. cb 6/6. Emailed Cn1 to: Kearns, Francis J [francis.j.kearns@jpmchase.com]

May 25, 2011 **CORRECTION NOTICE ISSUED**

June 07, 2011 **Insp#: 1131315**

17) Pix, remains, secure, progress to N&O.

June 09, 2011 **NOTICE AND ORDER REQUEST**

17) To 21

June 09, 2011 **NOTICE AND ORDER PROCESSING**

21)refer to 17 for posting mailing done

June 09, 2011	RECORDED DOCUMENT
	Ld) Recorded N&O dated 6/9/11
June 09, 2011	NOTICE AND ORDER ISSUED
June 09, 2011	Insp#: 1136284
	17) N&O posted,no change.
June 20, 2011	Insp#: 1137949
	17) No change, continue with abatement,
June 22, 2011	BID REQUEST BY OFFICER
	21)refer file to office- JR for bids
June 23, 2011	BID PREPERATION
	Bid prep.
June 23, 2011	BID REQUEST SENT
	RFQ sent to contractors. Bids due 6-30
July 06, 2011	BID RECEIVED
	Recorded & scanned bids received 1)Weaver=$1985
July 06, 2011	ADMINSTRATIVE
	Bid approval given to #21. Pending.
July 06, 2011	ADMINSTRATIVE
	10 Day sent. File given to #17 for posting.
July 06, 2011	10 DAY BEFORE ABATEMENT NOTICE
July 06, 2011	Insp#: 1142147
	17) No change in condition , 10-day posted, cb 7/16
July 18, 2011	Insp#: 1148975
	17) No change, award bid.
July 19, 2011	PROCEED WITH ABATEMENT
	21)refer file to office staff JR to continue abatement
July 26, 2011	ADMINSTRATIVE
	Received approval from DSS to proceed with PO.
July 26, 2011	ADMINSTRATIVE
	PO requested. Pending DSS approval.
July 28, 2011	ADMINSTRATIVE
	Received PO approval.
July 28, 2011	BID AWARDED TO CONTRACTOR
	Award Letter sent to Weaver. Pending start date.
August 03, 2011	VIDEO REQUEST
	Before Video Request given to #21.

August 04, 2011	**PRE-ABATEMENT VIDEO**	
	21)no video-pre photos in cc items file	
August 04, 2011	**Insp#: 1152858**	
	21) Pre-Abatement Pictures taken, all violations remain.	
August 16, 2011	**POST-ABATEMENT VIDEO**	
	21)no video- post photos in cc items file	
August 16, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #21.	
August 16, 2011	**Insp#: 1198301**	
	21) All violations have been abated, post abatement pictures completed. Case closed	
August 17, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office LD to place on agenda	
August 25, 2011	**CORRESPONDENCE RECEIVED/SENT**	
	17) Return mail - new address for FEKETE - PB 92024 HEND NV 89009-2024	

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	07/06/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	07/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/18/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/18/2011	
LATE FEE	$12.00	U	07/22/2011	
LATE FEE	$18.00	U	08/04/2011	
ADMINISTRATIVE	$153.75	U	08/16/2011	
NUISANCE ABATEMENT FEE	$1,025.00	U	08/16/2011	
LATE FEE	$18.00	U	09/03/2011	
LATE FEE	$18.00	U	09/03/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	11/08/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	11/08/2011	
LATE FEE	$18.00	U	11/08/2011	

Total Amount Due: **$3,552.75**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	6/23/11

Bid Amount: 1,985.00
Bid Award Date: 7/28/11
Contractor Start Date:

Description:

Board all open doors/windows. Cut/remove grass/weeds. Herbicide. Remove refuse/waste.

APN 140-30-216-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **RUBEN CARRANZA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-30-216-013**
Commonly known as: **3908 Valley Forge Avenue**
Legal Description: **WASHINGTON SQUARE UNIT #7**
PLAT BOOK 26 PAGE 49
LOT 382 BLOCK 7

On **August 4, 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 **$2,102.75** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$23,500.00** 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 **December 7, 2011** ordered the above Actual Cost in the amount of **$2,102.75**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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NOTE: The City Council ordered the above civil penalties in the amount of **$23,500.00** be assessed against the property by recording a Lien of Assessment on or after **June 19, 2012**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

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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 #102201

APN 140-30-216-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **RUBEN CARRANZA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-30-216-013**
Commonly known as: **3908 Valley Forge Avenue**
Legal Description: **WASHINGTON SQUARE UNIT #7**
PLAT BOOK 26 PAGE 49
LOT 382 BLOCK 7

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The Las Vegas City Council, at a duly noticed public hearing held on **December 7, 2011** ordered the above charges in the amount of **$23,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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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 #102201

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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 1551 Northwind Court for fees in the amount of $2,775.50 (General Fund) and assess a maximum of $26,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O BANK AMERICA N A - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,775.50
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to board all open doors and windows, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been nine (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $113,900.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,610 invoice for Weaver Construction, $241.50 administrative fee, and $924 in reinspection fees (including late fees) for a total of $2,775.50 to be recorded immediately, and consider assessing a maximum of $26,500 in daily civil penalties to be recorded on or after May 22, 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: December 7, 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 1551 Northwind Court for fees in the amount of $2,775.50 (General Fund) and assess a maximum of $26,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O BANK AMERICA N A – Ward 3 (Coffin)

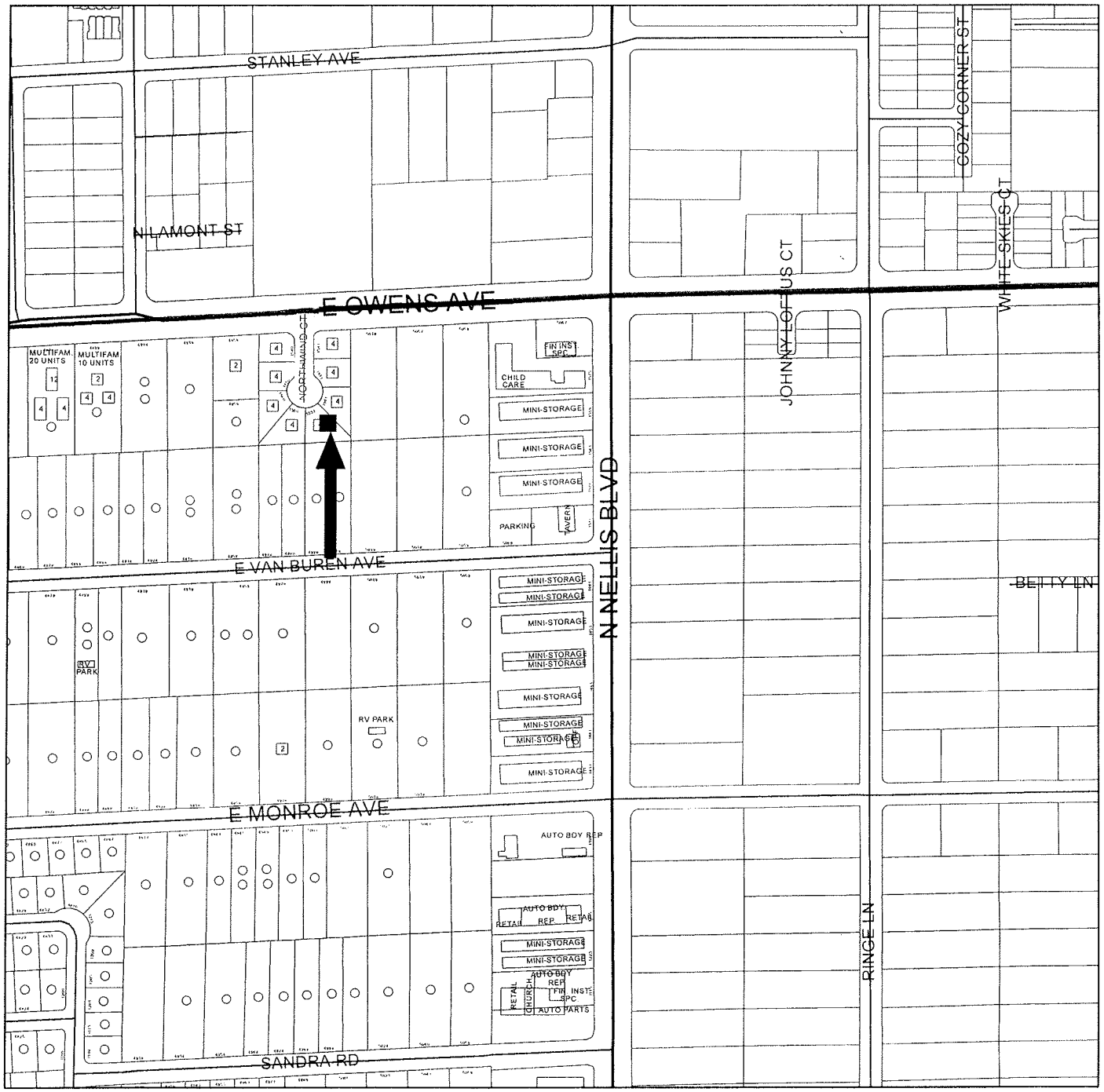
Weaver Construction completed work on July 13, 2011 at a cost of $1,610; $924 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $2,775.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1551 NORTHWIND COURT
CROSS STREETS - OWENS//NELLIS

City of Las Vegas Vicinity Map



N

0 220 440 880 Feet

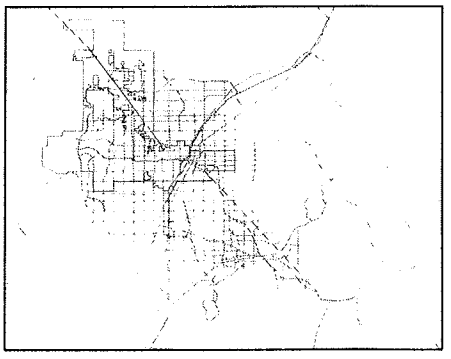
GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only

Geographic Information System

Planning & Development Dept

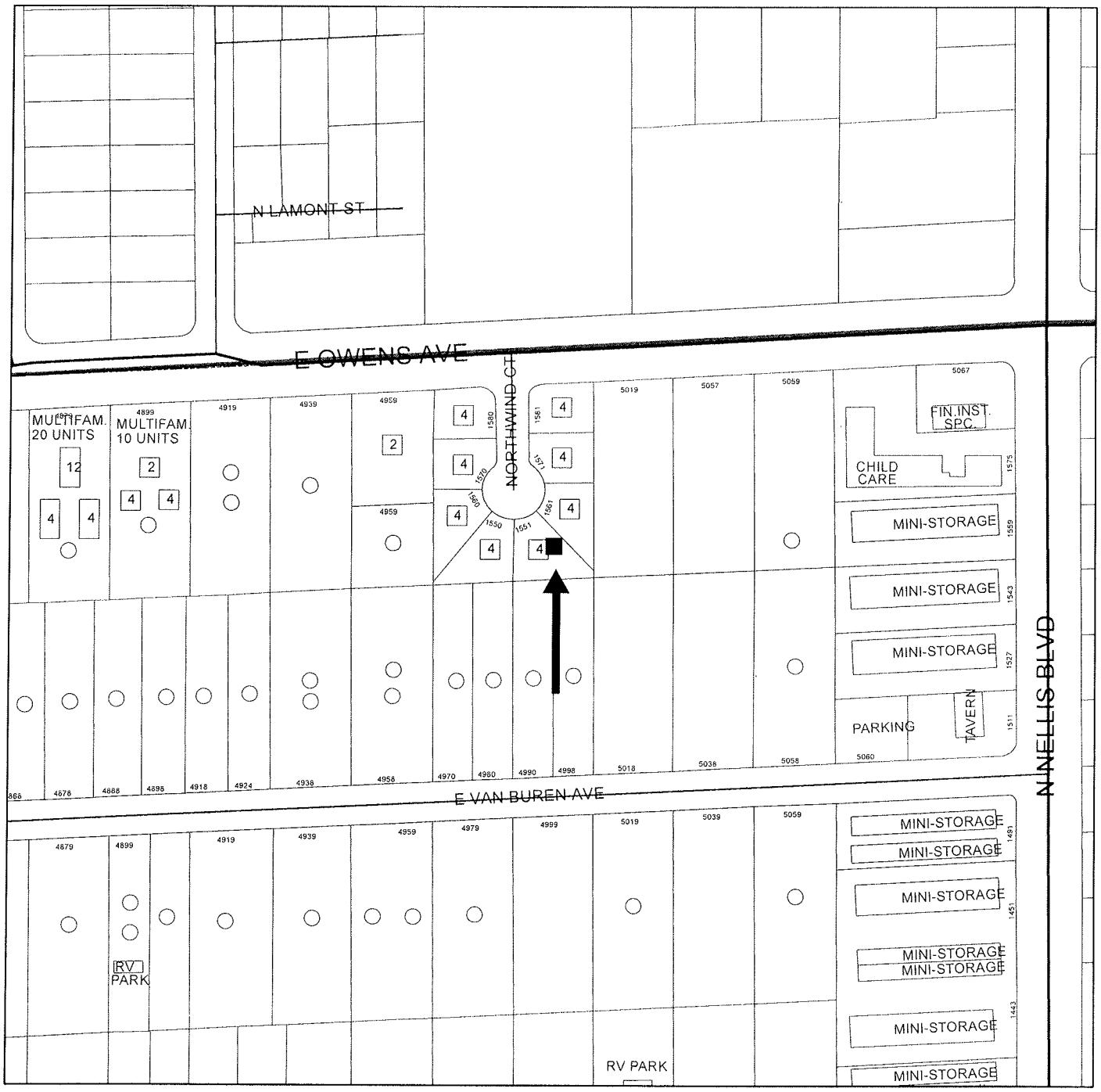
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PLANNING & DEVELOPMENT



1551 NORTHWIND COURT
CROSS STREETS - OWENS//NELLIS

City of Las Vegas Vicinity Map



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Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Neighborhood Response Division

CC: File

Date: November 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 1551 Northwind Court - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on July 13, 2011 at a cost of $1,610.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$880.00
Remove all trash and debris.	$430.00
Remove all high grass and weeds, and apply herbicide.	$300.00
AMOUNT DUE:	$1,610.00
Administrative Processing Fee:	$241.50
Sub-Total:	$1,851.50
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$2,775.50**
Daily Civil Penalties – 53 days @ $500 a day (including penalty fees already assessed) May 22, 2011 to July 13, 2011	**$26,500.00**
MAXIMUM TOTAL:	**$29,275.50**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O BANK OF AMERICA N A
PROPERTY ABATED:	1551 Northwind Court
	Las Vegas, NV 89110
ASSESSOR PARCEL:	140-29-511-005
LEGAL DESCRIPTION:	NORTHWIND
	PLAT BOOK 29 PAGE 55
	LOT 5 BLOCK 1

MWB: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 HEARINGS

DECEMBER 7, 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, DECEMBER 7, 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 **1551 Northwind Court – Case No. 100938**. The Director of Building and Safety certifies that the sum of **$2,775.50** was expended and Civil Penalties in the sum of **$26,500.00** may be imposed for a total of **$29,275.50**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O BANK OF AMERICA – 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 # 100938

1551 NORTHWIND CT - Map # 02329-18 Parcel 14029511005

Owner Information:

BANK AMERICA N A
4161 PIEDMONT PKWY
GREENSBORO, NC 27410-8110

Zoning Information: R-3(MEDIUM DENSITY RESIDENTIAL)

Case Comments: Vacant house, open and accessible, vagrants are living in it.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 25, 2011

Ward: 3

Date Case Resolved: July 18, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AB-006: 16.08.010 UDB SEC 403
4/27/11 OPEN All points of entry
Secure all structures to City of Las Vegas specifications. Presently Apt C hs door without locks, storage closets on first floor also broken into. Several broken windows.
Secure all structures to City of Las Vegas specifications. Presently Apt C hs door without locks, storage closets on frist floor also broken into.

AN-003: 9.04.010 (4) REFUSE & WASTE
4/27/11 OPEN All areas
Remove all refuse and waste from all areas of property. Includes interior of apts and closets and all exterior yards and large parking area. Discarded furniture, broken glass, auto parts and vehicle fluids, cartons, concrete blocks, piled debris.
Remove all refuse and waste from all areas of property. Maintain at all times. Includes interior of apts and closets and all exterior yards. Discarded furniture, broken glass, auto parts and vehicle fluids, cartons, concrete blocks, piled debris.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
4/27/11 OPEN All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AZ-028: 19.09 ADDRESSING VIOLATION
5/10/11 OPEN building
install address on building as required
5/16/11 OPEN building
install address on building as required

Chronology of Events:

April 27, 2011 **Insp#: 1118452**

17) Fourplex is vacant and accessible, no power. Signs of overnight trespassers. Owned by Bank of America. Presently Apt C hs door without locks, storage closets on frist floor also broken into. Refuse, Includes interior of apts and closets and all exterior yards. Discarded furniture, broken glass, auto parts and vehicle fluids, cartons, concrete blocks, piled debris. cn1 posted and emailed to Eric at BOFA. cb 5/7. Eric later called and said BOFA sold prop in 2007 but nothing reflects this. I asked him to get me new owner info.

April 27, 2011	**CORRECTION NOTICE ISSUED**
May 10, 2011	**Insp#: 1119941**
	17) plX, TO n&o.
May 11, 2011	**NOTICE AND ORDER REQUEST**
	17) To 21. Unknown owner. Bank of America Holds 2nd Mtg, unknown 1st.
May 12, 2011	**NOTICE AND ORDER PROCESSING**
	21)refer file to 17 for posting mailing done
May 12, 2011	**NOTICE AND ORDER ISSUED**
May 12, 2011	**Insp#: 1124999**
	17) 10-day posted.
May 23, 2011	**Insp#: 1126795**
	17) Pix, assess fee, continue with abatement,. Adjacent nieghbor nailed boards in front of D as trespassers were there every day, Not to code,.
May 24, 2011	**BID REQUEST BY OFFICER**
	21)REFER FILE TO OFFICE STAFF JR FOR CONTRACTOR BIDS
May 24, 2011	**BID PREPERATION**
	Bid prep.
May 24, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 5/31.
May 25, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 5/12/11
June 02, 2011	**BID PREPERATION**
	No bid received. Per #21. Rebid. Bid prep.
June 02, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 6/8/11.
June 09, 2011	**BID RECEIVED**
	Recorded & scanned bids received: 1)Weaver=$1610; 2)CGI=$1835
June 09, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #17 for posting.
June 09, 2011	**ADMINSTRATIVE**
	Bid approval given to #21.
June 09, 2011	**ADMINSTRATIVE**
	Bid approval given to #21.
June 09, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
June 14, 2011	**Insp#: 1130213**
	17) No change, award bid

June 27, 2011	**PROCEED WITH ABATEMENT**	
	21)refer to office staff JR for contractor abatement	
June 27, 2011	**Insp#: 1139952**	
	17) Cleanup not yet done, email to office to see status.	
June 29, 2011	**ADMINSTRATIVE**	
	Request to proceed with PO from DSS. Pending.	
June 29, 2011	**ADMINSTRATIVE**	
	PO requested. Pending DSS approval.	
July 07, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid awarded to Weaver. Award letter send. Copy given to #21. Pending start date.q	
July 11, 2011	**PRE-ABATEMENT VIDEO**	
	21)no video- photos in cc items file	
July 11, 2011	**Insp#: 1145159**	
	17) Bid awarded on 7/7, sc 1 wk. Worfk not commenced.	
July 12, 2011	**VIDEO REQUEST**	
	Before Video Request given to #21.	
July 13, 2011	**Insp#: 1150170**	
	21) pre-abatement pictures completed, violations remain.	
July 20, 2011	**VIDEO REQUEST**	
	After Video Request given to #19.	
July 26, 2011	**POST-ABATEMENT VIDEO**	
	21)no video- photos in cc items file	
July 26, 2011	**Insp#: 1198304**	
	21) post abatement pictures completed, all violations have been abated. Case closed.	
July 27, 2011	**ADMINSTRATIVE**	
	Scanned & recorded invoice. File given to #21.	
July 28, 2011	**CITY COUNCIL AGENDA PREP**	
	21) refer file to office staff LD to place on CC agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/10/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/23/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/23/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/14/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/14/2011	
LATE FEE	$12.00	U	06/24/2011	
LATE FEE	$18.00	U	07/07/2011	
NUISANCE ABATEMENT FEE	$1,610.00	U	07/27/2011	
ADMINISTRATIVE	$241.50	U	07/27/2011	
LATE FEE	$18.00	U	09/03/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	09/03/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/03/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	11/10/2011	

FOURTH RESIDENTIAL CIVIL PENALTY		$500.00	U	11/10/2011

Total Amount Due: **$4,189.50**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	6/8/11

Bid Amount: 1,610.00
Bid Award Date: 7/7/11
Contractor Start Date:
Description:
Board all doors/windows. Remove grass/weeds. Herbicide. Remove refuse/waste.

1	NUISANCE	CGI	NA	6/8/11

Bid Amount: 1,835.00
Bid Award Date:
Contractor Start Date:
Description:

APN 140-29-511-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O BANK AMERICA N A
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**140-29-511-005**
Commonly known as:	**1551 Northwind Court**
Legal Description:	**NORTHWIND**
	PLAT BOOK 29 PAGE 55
	LOT 5 BLOCK 1

On **July 13, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$2,775.50** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$26,500.00** 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 **December 7, 2011** ordered the above Actual Cost in the amount of **$2,775.50**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$26,500.00** be assessed against the property by recording a Lien of Assessment on or after **May 22, 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 #100938

APN 140-29-511-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O BANK AMERICA N A
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-29-511-005**
Commonly known as: **1551 Northwind Court**
Legal Description: **NORTHWIND**
PLAT BOOK 29 PAGE 55
LOT 5 BLOCK 1

On **July 13, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$26,500.00** 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 **December 7, 2011** ordered the above charges in the amount of **$26,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

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BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

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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 #100938

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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 1304 Purple Sage Avenue for fees in the amount of $3,063 (General Fund) and assess a maximum of $27,000 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O FRANCIS M BOZARTH - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,063
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 tree (including exposed roots) that has fallen on home, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $38,700.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,860 invoice for Weaver Construction, $279 administrative fee, and $924 in reinspection fees (including late fees) for a total of $3,063 to be recorded immediately, and consider assessing a maximum of $27,000 in daily civil penalties to be recorded on or after September 1, 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: December 7, 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 1304 Purple Sage Avenue for fees in the amount of $3,063 (General Fund) and assess a maximum of $27,000 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O FRANCIS M BOZARTH – Ward 5 (Barlow)

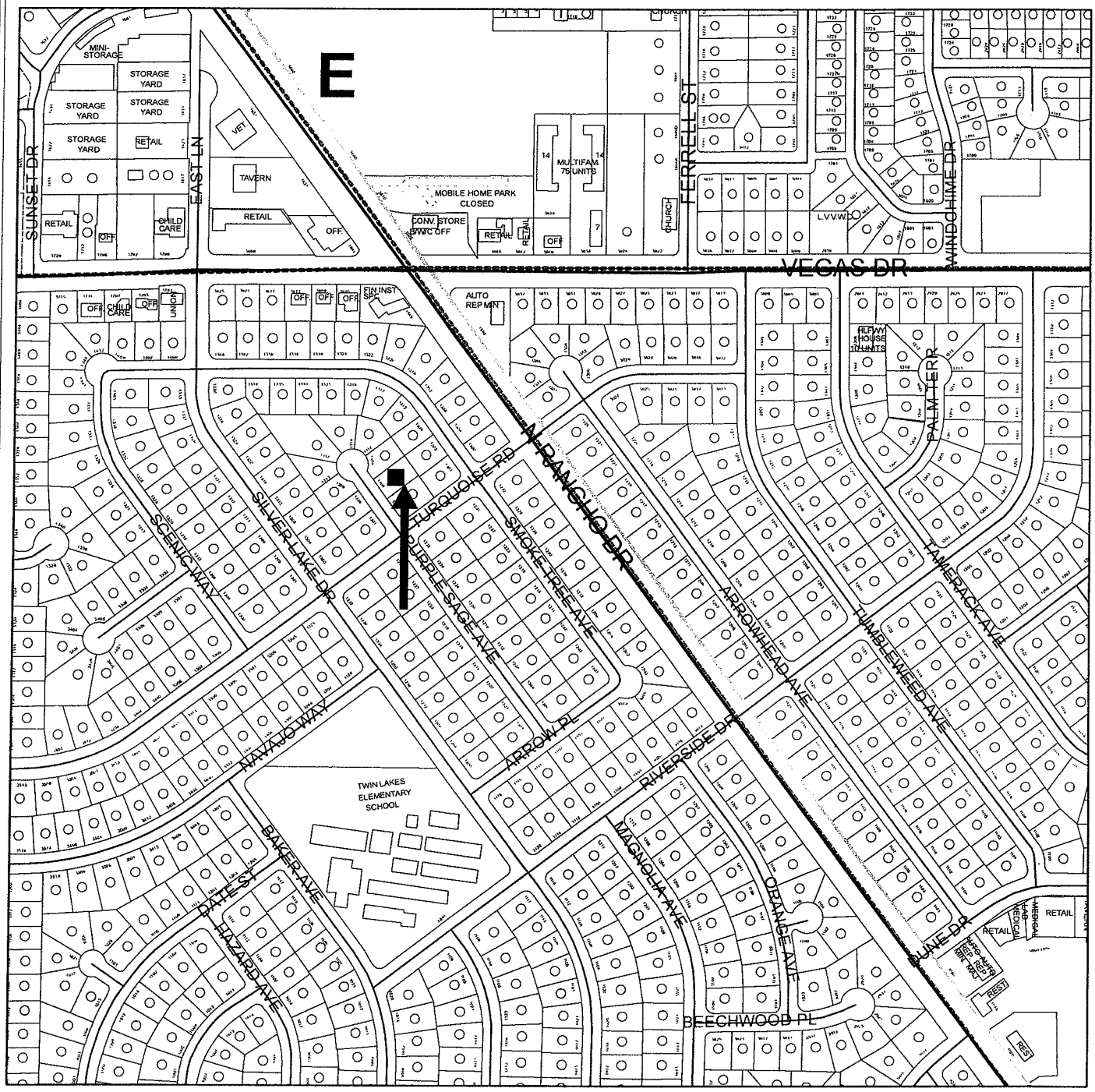
Weaver Construction completed work on October 24, 2011 at a cost of $1,860; $924 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $3,063.

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.

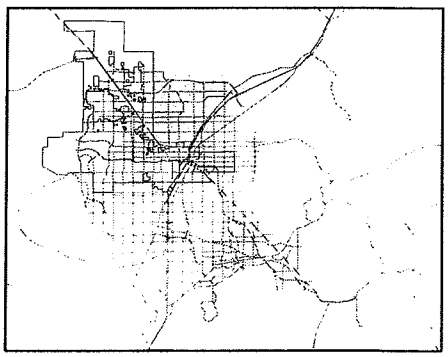
1304 PURPLE SAGE AVENUE
CROSS STREETS - RANCHO//VEGAS

City of Las Vegas Vicinity Map



N

0 220 440 880 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1304 PURPLE SAGE AVENUE
CROSS STREETS - RANCHO//VEGAS

City of Las Vegas Vicinity Map

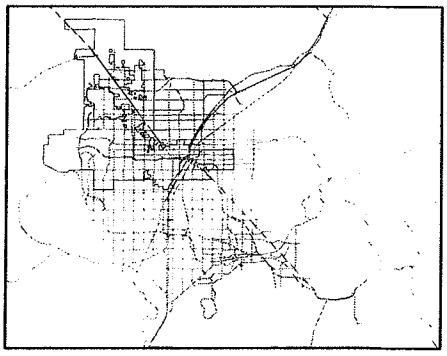


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GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT



Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Neighborhood Response Division

CC: File

Date: November 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 1304 Purple Sage Avenue - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing tree (including exposed roots) that has fallen on home, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on October 24, 2011 at a cost of $1,860.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$285.00
Remove all high grass and weeds, and apply herbicide.	$275.00
Remove all trash and debris.	$600.00
Remove tree (including exposed roots) that has fallen on home.	$700.00
AMOUNT DUE:	$1,860.00
Administrative Processing Fee:	$279.00
Sub-Total:	$2,139.00
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$3,063.00**
Daily Civil Penalties – 54 days @ $500 a day (including civil penalty fees already assessed) September 1, 2011 to October 24, 2011	**$27,000.00**
MAXIMUM TOTAL:	**$30,063.00**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O FRANCIS M. BOZARTH
PROPERTY ABATED:	1304 Purple Sage Avenue
	Las Vegas, NV 89108
ASSESSOR PARCEL:	139-29-111-079
LEGAL DESCRIPTION:	TWIN LAKES VILLAGE UNIT 3
	PLAT BOOK 4 PAGE 51
	LOT 21 BLOCK 16

MWB: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 HEARINGS

DECEMBER 7, 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, DECEMBER 7, 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 **1304 Purple Sage Avenue – Case No. 104461**. The Director of Building and Safety certifies that the sum of **$3,063.00** was expended and Civil Penalties in the sum of **$27,000.00** may be imposed for a total of **$30,063.00**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O FRANCIS M. BOZARTH – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 104461

1304 PURPLE SAGE AVE - Map # 02323-11 Parcel 13929111079

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
1304 PURPLE SAGE AVE
LAS VEGAS, NV 89108-1152

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Tree on roof

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: August 07, 2011

Ward: 5

Date Case Resolved: November 02, 2011

Source: CEO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
8/7/11	OPEN	Property
Please board/secure property to City of Las Vegas specification and maintain at all times.		
AB-006L: 16.08.010 UDB SEC 302 (12)		
8/7/11	COMPLIED 11/02/11	Property
Please board/secure property to prevent a harbor for vagrants and an attractive nuisance to children.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
8/20/11	OPEN	Property
Please remove all refuse and waste including tree debris and small amount of litter.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
8/7/11	OPEN	Property
Please remove all high weeds over 8 inches in height within public view and maintain at all times.		
AN-007: 9.04.010(7)(B) DEAD VEGETATION		
8/7/11	OPEN	Property
Please remove dead tree from property.		

Chronology of Events:

August 07, 2011 **Insp#: 1161616**

36) 8-7 Tree is leaning on house and dead. Window in back is broken and accessible. Took pictures. Issued correction notice. Property is vacant, no power. Clark county treasure has put their name on title. Issued correction notice and posted on front door.

August 20, 2011 **Insp#: 1161617**

36) 8-20 Tree still on house, high weeds. Property still has broken window in back. Took pictures. Going to start Notice and Order process.

August 22, 2011 **NOTICE AND ORDER PROCESSING**

21) REFER FILE TO 36 FOR POSTING MAILING DONE

August 22, 2011 **NOTICE AND ORDER ISSUED**

August 24, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 8/22/11
September 03, 2011	**Insp#: 1167373**
	36) 9-3 Property still not in compliance. Took pictures. Preparing abatement bid sheet for 21) to review.
September 06, 2011	**BID REQUEST BY OFFICER**
	21) refer file to office staff JR for bids
September 14, 2011	**BID RECEIVED**
	Recorded & scanned bids received: 1)Weaver=$1860; 2)Blast=$2850
September 14, 2011	**ADMINSTRATIVE**
	Bid approval given to #19
September 14, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #36 for posting.
September 14, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
September 16, 2011	**Insp#: 1173037**
	36) 9-16 Property is in violation. Took picture. Failed inspection. POSTED 10 DAY BEFOER ABATEMENT.
October 01, 2011	**Insp#: 1178064**
	36) 10-1 Property still not in compliance. Broken window in back and tree still leaning on house. Failed inspection, took pictures. Continue abatement.
October 02, 2011	**OFFICER NOTE**
	36) No changes in ownership indicated on Assessors website. No ownership change on Recorders website.
October 11, 2011	**REVIEW**
	19) Reviewed case with CK to approve proceed with abatement and bid. Approved file to JR.
October 18, 2011	**ADMINSTRATIVE**
	PO requested. Pending #19 approval.
October 19, 2011	**BID AWARDED TO CONTRACTOR**
	Bid awarded to Weaver. Award letter sent. Pending start date.
October 20, 2011	**VIDEO REQUEST**
	Video request from #21
October 24, 2011	**PRE-ABATEMENT VIDEO**
	21)no video photos in f drive
October 24, 2011	**Insp#: 1183695**
	21)fallen tree laying on roof top. debris all yards. high grass weeds. refer for contractor abatement
November 01, 2011	**VIDEO REQUEST**
	After Video requested from #21
November 02, 2011	**POST-ABATEMENT VIDEO**
	21) photos in f drive- working pp
November 02, 2011	**Insp#: 1192880**
	21)tree removed from roof, temporary wood patch over damage. all debris,weeds removed all yards. rear window boarded..by contrator.close case

November 07, 2011 **ADMINSTRATIVE**

Recorded & scanned invoice. File given to #19

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	08/20/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/03/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	09/03/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	09/16/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/16/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	10/01/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/01/2011	
LATE FEE	$12.00	U	10/04/2011	
LATE FEE	$18.00	U	10/18/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/25/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	10/25/2011	
ADMINISTRATIVE	$279.00	U	11/07/2011	
NUISANCE ABATEMENT FEE	$1,860.00	U	11/07/2011	
LATE FEE	$0.00	U	11/08/2011	
LATE FEE	$0.00	U	11/08/2011	

Total Amount Due: **$4,459.00**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	NA	9/13/11

Bid Amount: 2,850.00
Bid Award Date:
Contractor Start Date:
Description:
Board open doors/windows. Cut/remove grass/weeds. Remove trash/debris. Remove fallen tree Herbicide.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	P	9/13/11

Bid Amount: 1,860.00
Bid Award Date:
Contractor Start Date:
Description:
Board open doors/windows. Cut/remove grass/weeds. Remove trash/debris. Remove fallen tree Herbicide.

APN 139-29-111-079

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O FRANCIS M. BOZARTH
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-29-111-079**
Commonly known as: **1304 Purple Sage Avenue**
Legal Description: **TWIN LAKES VILLAGE UNIT 3**
PLAT BOOK 4 PAGE 51
LOT 21 BLOCK 16

On **October 24, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$3,063.00** 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 **$27,000.00** 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 **December 7, 2011** ordered the above Actual Cost in the amount of **$3,063.00**, 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 **$27,000.00** be assessed against the property by recording a Lien of Assessment on or after **September 1, 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 #104461

APN 139-29-111-079

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURE**
C/O FRANCIS M. BOZARTH
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-29-111-079**
Commonly known as: **1304 Purple Sage Avenue**
Legal Description: **TWIN LAKES VILLAGE UNIT 3**
PLAT BOOK 4 PAGE 51
LOT 21 BLOCK 16

On **October 24, 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 **$27,000.00** 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 **December 7, 2011** ordered the above charges in the amount of **$27,000.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
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COUNTY OF CLARK)

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_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #104461

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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 dangerous building demolition located at 833 F Street for fees in the amount of $28,052.50 (General Fund) and assess a maximum of $58,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O COME UNTO ME EVANGELIST - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $28,052.50
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to demolish and remove all structures, remove all trash and debris, remove chain link fence along Morgan Avenue, and trim trees along the property line, and in compliance with Clark County Health regulations (bid must include asbestos removal) hired CamAir for the asbestos survey. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is not available.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $22,990 invoice for Weaver Construction, $600 invoice for CamAir, $3,538.50 administrative fee, and $924 in reinspection fees (including late fees) for a total of $28,052.50 to be recorded immediately, and consider assessing a maximum of $58,500 in daily civil penalties to be recorded on or after June 23, 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: December 7, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 833 F Street for fees in the amount of $28,052.50 (General Fund) and assess a maximum of $58,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O COME UNTO ME EVANGELIST – Ward 5 (Barlow)

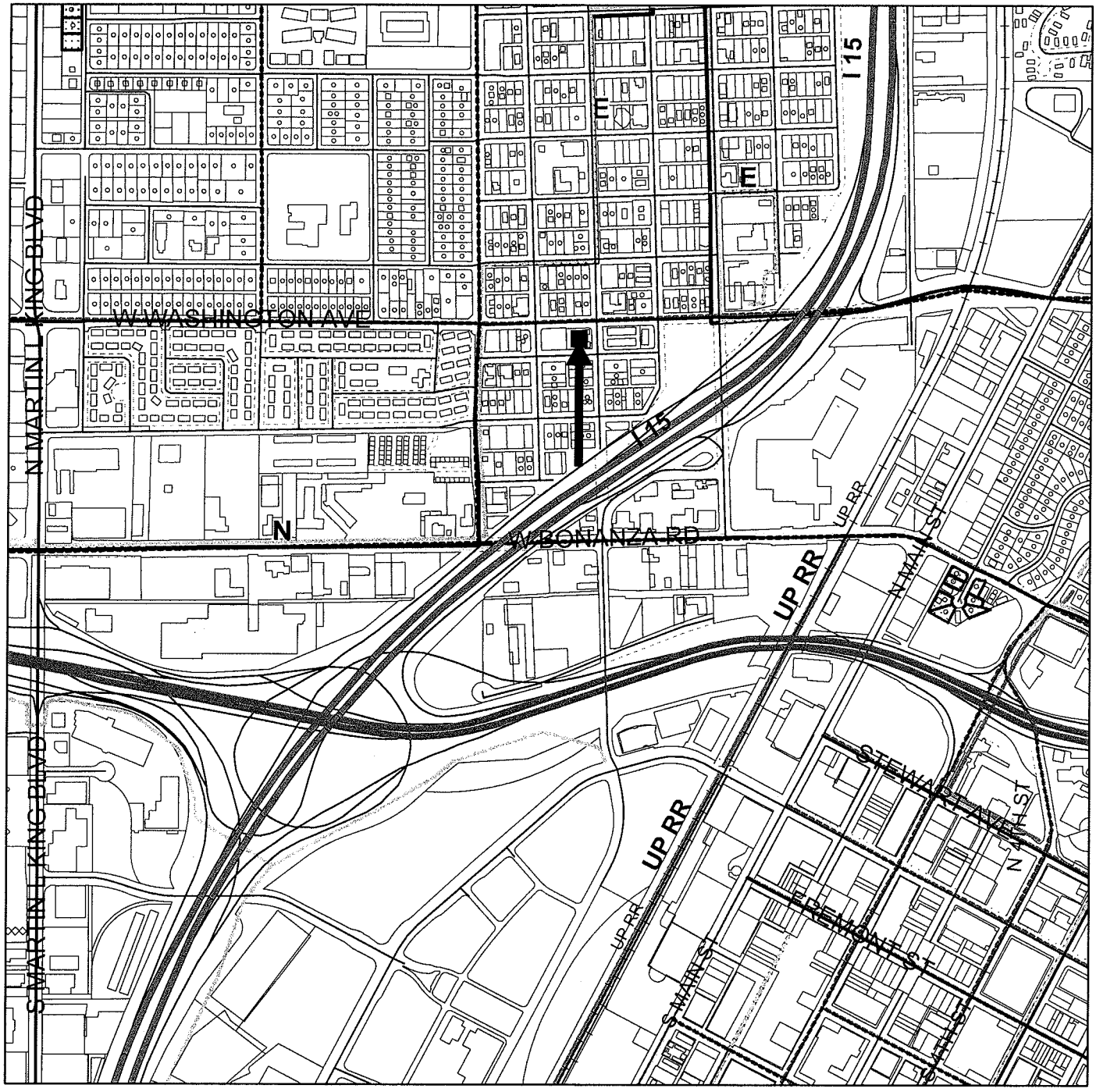
Weaver Construction completed work on October 17, 2011 at a cost of $22,990; CamAir conducted asbestos survey at a cost of $600, $3,538.50 administrative fee, and $924 in reinspection fees (including late fees); for a total of $28,052.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

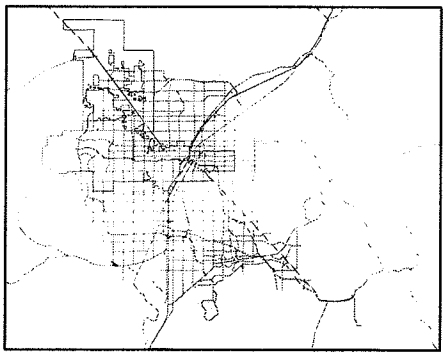
833 F STREET
CROSS STREETS - MLK/WASHINGTON

City of Las Vegas Vicinity Map



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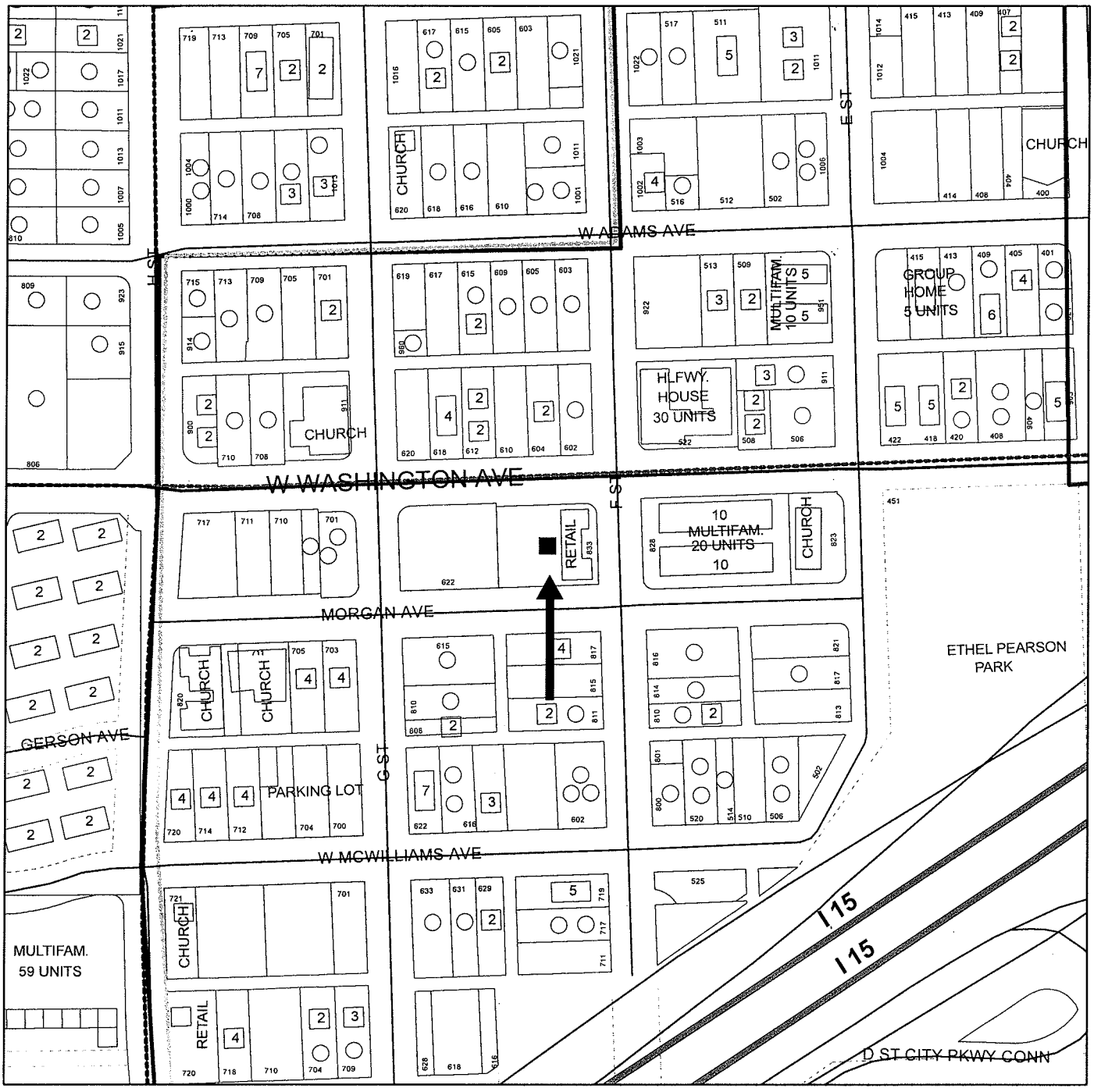


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PLANNING & DEVELOPMENT

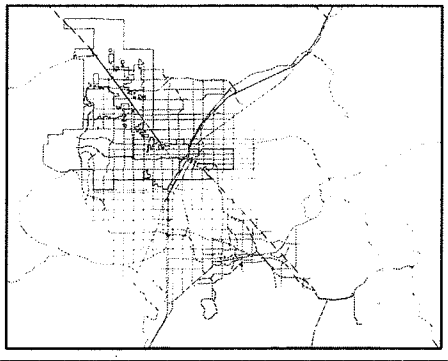
833 F STREET
CROSS STREETS - MLK//WASHINGTON

City of Las Vegas Vicinity Map



N

0 125 250 500 Feet



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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Neighborhood Response Division

CC: File

Date: November 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 833 F Street - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by demolishing and removing all structures, removing all trash and debris, removing chain link fence along Morgan Avenue, and trimming trees along the property line, and in compliance with Clark County Health regulations (bid must include asbestos removal) hired CamAir for the asbestos survey. The abatement was completed by Weaver Construction on October 17, 2011 at a cost of $22,990.00, and asbestos survey on August 10, 2011 at a cost of $600.00 which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Demolish and remove all structures.	$20,990.00
Remove all trash and debris.	$570.00
Remove chain link fence along Morgan Avenue.	$150.00
Trim trees along property line.	$1,280.00
AMOUNT DUE:	$22,990.00
Asbestos Survey	$600.00
Administrative Processing Fee:	$3,538.50
Sub-Total:	$27,128.50
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$28,052.50**
Daily Civil Penalties – 117 days @ $500 a day (including civil penalty fees already assessed) June 23, 2011 to October 17, 2011	**$58,500.00**
MAXIMUM TOTAL:	**$86,552.50**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O COME UNTO ME EVANGELIST
PROPERTY ABATED:	833 F Street
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-27-310-007
LEGAL DESCRIPTION:	LAS VEGAS ORIG TOWNSITE 2ND AMD
	PLAT BOOK 1 PAGE 46
	LOT 1 BLOCK 23 & LOTS 2-6

MWB: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 HEARINGS

DECEMBER 7, 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, DECEMBER 7, 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 **833 F Street – Case No. 95217**. The Director of Building and Safety certifies that the sum of **$28,052.50** was expended and Civil Penalties in the sum of **$58,500.00** may be imposed for a total of **$86,552.50**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O COME UNTO ME EVANGELIST – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 95217

833 F ST - Map # 02325-51 Parcel 13927310007

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
3684 COPPER CACTUS DR
LAS VEGAS, NV 89129-6854

Zoning Information: R-3(MEDIUM DENSITY RESIDENTIAL)

Case Comments: building open & accessible, vagrant debris all over

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: October 06, 2010

Ward: 5

Date Case Resolved: November 01, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403

10/9/10 OPEN Property

Please board/secure property to City of Las Vegas Specifications and maintain at all times.
To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

4/18/11 OPEN Dangerous/abandoned structures

R-3 zoned property has remained vacant for several years and is a fire hazard,eyesore for the area & an attractive nuisance for children who reside in the area.

AB-006G: 16.08.010 UDB SEC 302 (07)

11/30/10 COMPLIED 11/01/11 Property

To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

AB-006H: 16.08.010 UDB SEC 302 (08)

11/29/10 OPEN Property

To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

12/10/10 OPEN Property

To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

AB-006L: 16.08.010 UDB SEC 302 (12)

10/9/10 OPEN Property

Please board/secure buildings to prevent an attractive nuisance to children and a harbor for vagrants.
To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

AB-006N: 16.08.010 UDB SEC 302 (14)

11/29/10 OPEN Property

To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

12/10/10 COMPLIED 11/01/11 Property

To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

AB-006Q: 16.08.010 UDB SEC 302 (17)

11/30/10 OPEN Property

To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

AB-006R: 16.08.010 UDB SEC 302 (18)

11/30/10 OPEN Property

To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

AB-006S: 16.08.010 UDB SEC 302 (19)

11/30/10 OPEN Property

To correct this problem, please obtain a permit to demolish the structures and cause the property to be cleaned and install "No Trespassing" signs. See attached demo report.

AN-003: 9.04.010 (4) REFUSE & WASTE

10/9/10 OPEN Property

Please clean all refuse and waste on property, including trash, shopping carts, ect.

Please clean all refuse and waste on property, including trash, shopping carts, fallen tree branches,ect.

AN-005: 9.04.010 (7) GENERAL NUISANCE

11/30/10 OPEN Property

Trim trees, remove refuse and waste, remove any dead vegetation, and cut weeds around trees to prevent a harbor for vagrants.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

10/9/10 OPEN Property

Please cut all high weeds/deed grass over 8 inches in height within public view and maintain at all times.

AN-009: 9.04.010 (7)(D) DILAPIDATED

10/9/10 OPEN Property

Please repair chain link fence around property and maintain at all times.

10/22/10 OPEN Property fence

Repair chain link fence along property line and maintain at all times.

Chronology of Events:

October 09, 2010 **CORRECTION NOTICE ISSUED**

October 09, 2010 **Insp#: 1048621**

36) 10-9 Realtor sign 702-553-5286 Miranda with Keller Williams Realty. This property has two open doors to the old day care. High weeds throughout property and a lot of trash including shopping carts and wind blown litter. Posted correction notice on property and mailed copy to owner of record. Called Realtor and left message to call me.

October 22, 2010 **CORRECTION NOTICE ISSUED**

October 22, 2010 **Insp#: 1049982**

36) 10-22 No change to property. I added delapitaded fence. Took pictures. I googled the name of the owner and came up with something close. I called Gerogory Kirby at 860-7959 to see if this was his property. The Evangelist vs. Evangelistic was the only difference in name. I left message for him to call. Failed inspection for 120 dollars. Going to prepare Notice and Order for 21) to review. Call back 10-28. I looked up old case and the 860-7959 number was for a Greg, so the number should be good. See case 84045.

October 23, 2010 **CORRESPONDENCE RECEIVED/SENT**

36) Returned correction notice number one on 10-19 from 3684 copper cactus.

November 13, 2010 **CORRESPONDENCE RECEIVED/SENT**

36) 11-13 Returned correction notice number #2 on 11-10. Return to sender.

November 19, 2010 **PHONE CALL**

36) 11-19 Called and left message with Greg (owner) to call me and it was important and left cell number.

November 19, 2010	**PHONE CALL**	
	36) Owner called me back and said that he had given up on this property. He could get the information on the property owner. I informed him that he was still showing as owner of record. He gave me 6484 W. Cheyenne Ave. LV, Nv. 89108 as a good address to send information to.	
November 19, 2010	**Insp#: 1054888**	
	36) 11-19 Notice and Order will be put together for 21) to review. 20) had gone out and confirmed the a demo was in order for this property. Imput of addional demo information in violations. Failed inspection. Took pictures.	
November 29, 2010	**Insp#: 1063746**	
	36) 11-29 Final preparation for notice and order. Giving to 21) to review. 20) needs to review also and give demo report and add or subtract any violations.	
April 04, 2011	**EMAIL SENT OR RECEIVED**	
	36) 4-4 emailed 20) and 21) on status of demo report.	
April 13, 2011	**Insp#: 1065753**	
	20} This abandoned property is ripe for demolition and I am going to prepare a report for the area inspector to present to the the Building Official to sign off on as a property that requires demolishing.	
April 19, 2011	**Insp#: 1114368**	
	20]Started to do a demolition report on Wednesday 4-13 and will continue on Thursday and try and finish it up for the Building Officials sign off Monday & Tuesday 4-18 & 4-19 #20]Started and finished up the demolition report and then forwarded it to Tony Guarino to do the actual Notice & Order process and start the entire process now that the demo report has been completed. Monday 5-9-11 #20} This case should be re-assigned back to the area officer who shall do the posting on the structure of the Notice & Order of the demolition process that is currently being processed by Officer Todd Friley	
June 08, 2011	**NOTICE AND ORDER ISSUED**	
June 13, 2011	**NOTICE AND ORDER PROCESSING**	
	21)REFER TO 36 FOR POSTING MAILINGS DONE	
June 13, 2011	**Insp#: 1116529**	
	20]Finished the demolition report for these buildings so that Tony Guarino can start the rest of the Notice & Order paperwork process to get the proposed demolition to the desk of the building official. 36) 6-13 Posted Notice and Order on property. Failed inspection. Took pictues. All violations still present. Call back 6-24	
June 27, 2011	**RECORDED DOCUMENT**	
	Ld) Recorded 10 Day N&O To Abate Dangerous Building/Demolition dated 6/13/11	
July 18, 2011	**BID REQUEST BY OFFICER**	
	21)refer file to office staff- JR to obtain bids	
July 19, 2011	**BID PREPERATION**	
	Bid Prep.	
July 19, 2011	**BID REQUEST SENT**	
	RFQ sent to Asbestos contractors. Bids due 7-25	
July 27, 2011	**BID RECEIVED**	
	Recorded & scanned bid received: 1)GCA=$800 2)Camair=$600	
July 27, 2011	**ADMINSTRATIVE**	
	Bid approval given to #21.	

August 04, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid awarded to CamAir. Award letter sent.	
August 17, 2011	**BID PREPERATION**	
	Bid prep.	
August 17, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors with Asbestos Survey. Bids due 8-23	
August 24, 2011	**BID RECEIVED**	
	Recorded & scanned bid received:1)Weaver=$22990, 2)Lunas=$33000	
August 24, 2011	**ADMINSTRATIVE**	
	Bid approval given to #21.	
August 25, 2011	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #36 for posting	
August 25, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
August 26, 2011	**Insp#: 1139158**	
	36) 8-26 Posted 10 day before abatement on property. Took pictures. Property still has all violations noted.	
September 10, 2011	**Insp#: 1170014**	
	36)9-10-11 Property violations still present. Continue abatement. Took pictures.	
	36) 9-12-11 I could not find any MERS information. The only item on the recorders office is the Notice and Order that was issued for this case. The Treasures Office is now on title.	
September 12, 2011	**REVIEW**	
	19) Approved to move forward with abatement. File to JR to obtain PO for asbestos report/bid.	
September 14, 2011	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to Weaver. Pending start date.	
September 15, 2011	**VIDEO REQUEST**	
	Video request given to #19	
October 17, 2011	**MEETING**	
	36) and 21) went to site and meet with contractor who is starting Demo work.	
October 17, 2011	**Insp#: 1175295**	
	21) pre-demolition pictures completed. Building remains onsite and unsecured. Proceed with abatement	
October 19, 2011	**PRE-ABATEMENT VIDEO**	
	21) no video photos taken- open accessible , trash,weeds.	
October 27, 2011	**VIDEO REQUEST**	
	After Video request from #21.	
November 01, 2011	**POST-ABATEMENT VIDEO**	
	21)photos in f drive - working PP.	
November 01, 2011	**Insp#: 1191154**	
	21)building demo`d. lot cleared, cleaned. trees on west side of lt have been trimmed up. close case	

November 07, 2011 **ADMINSTRATIVE**

Recorded & scanned Invoice. File given to #19

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	10/22/2010	
LATE FEE	$12.00	U	01/25/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/13/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/13/2011	
LATE FEE	$18.00	U	07/28/2011	
ADMINISTRATIVE	$90.00	U	08/17/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	08/26/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/26/2011	
ASBESTOS BID COSTS	$600.00	U	09/06/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	09/10/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/10/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	10/19/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/19/2011	
NUISANCE ABATEMENT FEE	$22,990.00	U	11/07/2011	
ADMINISTRATIVE	$3,448.50	U	11/07/2011	

Total Amount Due: **$29,448.50**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**ASBESTOS**	**CAMAIR**	**A**	**7/23/11**

Bid Amount: 600.00
Bid Award Date: 8/4/11
Contractor Start Date:

Description:

Asbestos Survey

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**ASBESTOS**	**GCA ENVIRO**	**NA**	**7/23/11**

Bid Amount: 800.00
Bid Award Date:
Contractor Start Date:

Description:

Asbestos Survey.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
2	**NUISANCE**	**WEAVER**	**A**	**8/23/11**

Bid Amount: 22,990.00
Bid Award Date: 9/14/11
Contractor Start Date:

Description:

Demo structure. Remove refuse/waste/chain link fence/branches.Trim salt cedar tree.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
2	**NUISANCE**	**LUNAS**	**NA**	**8/23/11**

Bid Amount: 33,000.00
Bid Award Date:
Contractor Start Date:

Description:

Demo structure. Remove refuse/waste/chain link fence/branches.Trim salt cedar tree.

APN 139-27-310-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O COME UNTO ME EVANGELIST
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-27-310-007**
Commonly known as: **833 F Street**
Legal Description: **LAS VEGAS ORIG TOWNSITE 2ND AMD**
PLAT BOOK 1 PAGE 46
LOT 1 BLOCK 23 & LOTS 2-6

On **October 17, 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 **$28,052.50** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$58,500.00** 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 **December 7, 2011** ordered the above Actual Cost in the amount of **$28,052.50**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$58,500.00** be assessed against the property by recording a Lien of Assessment on or after **June 23, 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 #95217

APN 139-27-310-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O COME UNTO ME EVANGELIST
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-27-310-007**
Commonly known as: **833 F Street**
Legal Description: **LAS VEGAS ORIG TOWNSITE 2ND AMD**
PLAT BOOK 1 PAGE 46
LOT 1 BLOCK 23 & LOTS 2-6

On **October 17, 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 **$58,500.00** 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 **December 7, 2011** ordered the above charges in the amount of **$58,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
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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 #95217

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 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 5908 Kane Holly Street for fees in the amount of $2,470.75 (General Fund) and assess a maximum of $27,000 in daily civil penalties. PROPERTY OWNER: GABRIELE E ERVIN - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,470.75
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to trim trees, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $150,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,345 invoice for Weaver Construction, $201.75 administrative fee, and $924 in reinspection fees (including late fees) for a total of $2,470.75 to be recorded immediately, and consider assessing a maximum of $27,000 in daily civil penalties to be recorded on or after September 1, 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: December 7, 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 5908 Kane Holly Street for fees in the amount of $2,470.75 (General Fund) and assess a maximum of $27,000 in daily civil penalties. PROPERTY OWNER: GABRIELE E ERVIN – Ward 6 (Ross)

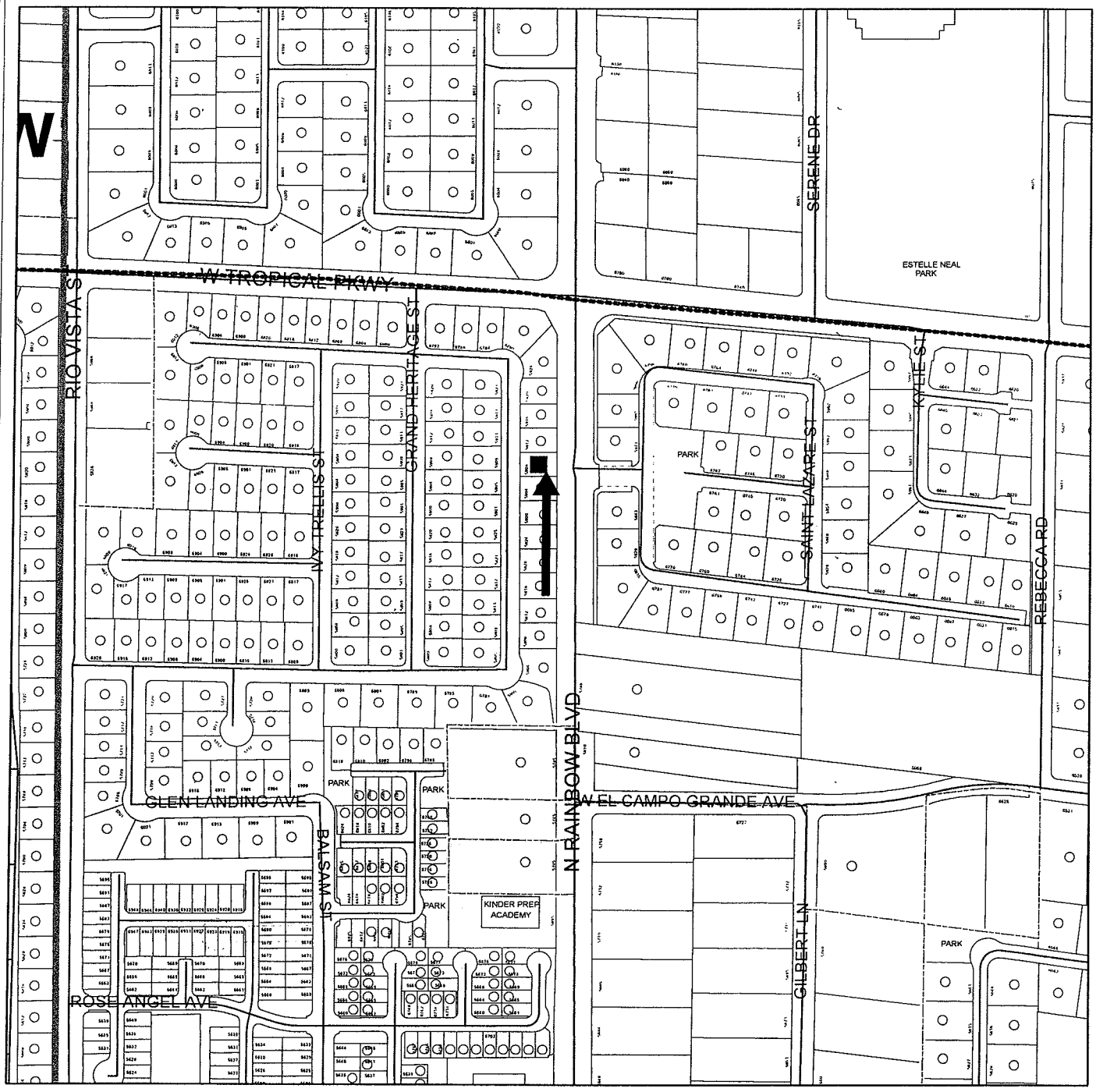
Weaver Construction completed work on October 24, 2011 at a cost of $1,345; $924 in reinspection fees (w/late fees); plus a 15% administrative fee for a total of $2,470.75.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

5908 KANE HOLLY STREET
CROSS STREETS - RAINBOW//TROPICAL

City of Las Vegas Vicinity Map

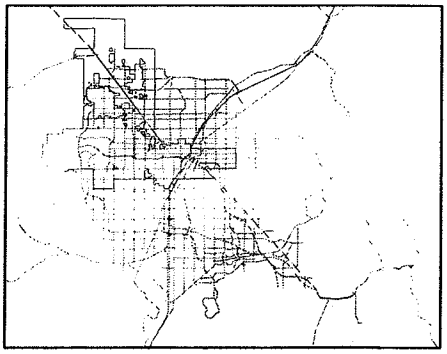


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0 220 440 880 Feet

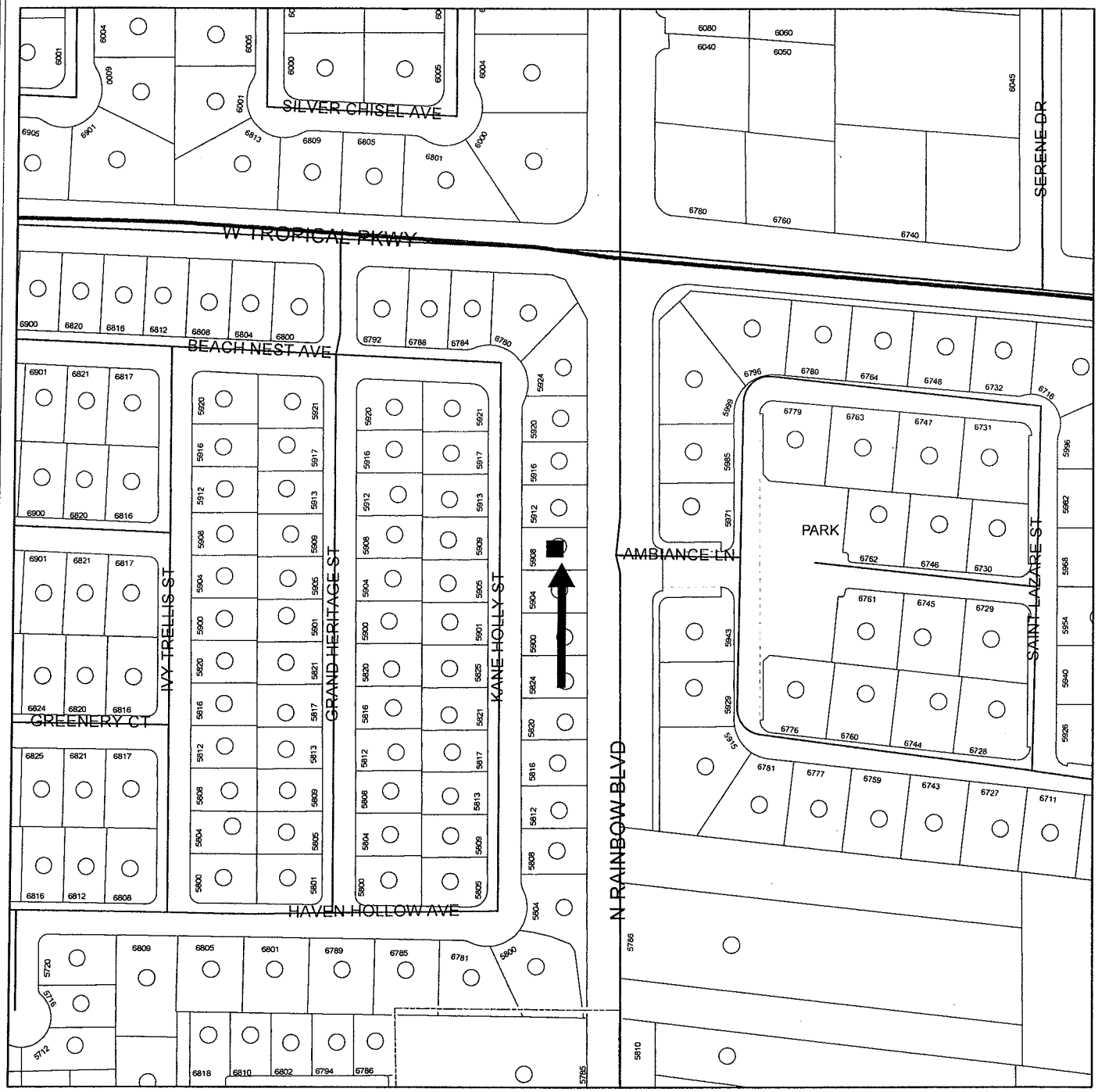
GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



5908 KANE HOLLY STREET
CROSS STREETS - RAINBOW//TROPICAL

City of Las Vegas Vicinity Map



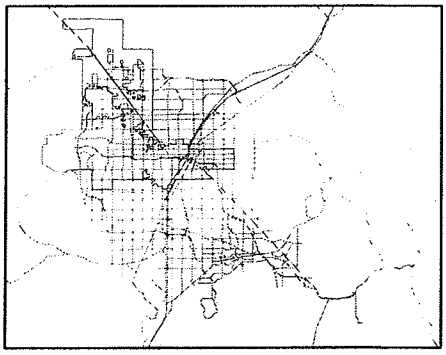
N

0 125 250 500 Feet

GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only

Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Neighborhood Response Division

CC: File

Date: November 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 5908 Kane Holly Street - 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 trimming trees, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on October 24, 2011 at a cost of $1,345.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash and debris.	$865.00
Remove all high grass and weeds, and apply herbicide.	$230.00
Trim trees.	$250.00
AMOUNT DUE:	$1,345.00
Administrative Processing Fee:	$201.75
Sub-Total:	$1,546.75
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$2,470.75**
Daily Civil Penalties – 54 days @ $500 a day (including civil penalty fees already assessed) September 1, 2011 to October 24, 2011	**$27,000.00**
MAXIMUM TOTAL:	**$29,470.75**
OWNER OF RECORD	GABRIELE E. ERVIN
PROPERTY ABATED:	5908 Kane Holly Street
	Las Vegas, NV 89130
ASSESSOR PARCEL:	125-27-716-015
LEGAL DESCRIPTION:	RIO VISTA EST UNIT-3
	PLAT BOOK 73 PAGE 54
	LOT 9 BLOCK 1

MWB: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 HEARINGS

DECEMBER 7, 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, DECEMBER 7, 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 **5908 Kane Holly Street – Case No. 104393**. The Director of Building and Safety certifies that the sum of **$2,470.75** was expended and Civil Penalties in the sum of **$27,000.00** may be imposed for a total of **$29,470.75**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O COME UNTO ME EVANGELIST – 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 # 104393

5908 KANE HOLLY ST - Map # 01618-69 Parcel 12527716015

Owner Information:

ERVIN GABRIELE E
5908 KANE HOLLY ST
LAS VEGAS, NV 89130-4950

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Dead tree branches and dead weeds over 8 inches tall

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: August 03, 2011

Ward: 6

Date Case Resolved: November 01, 2011

Source: WEB

Property Info/Status: HOA: U Vacant: U Foreclosure: U Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location

Comments

AN-003: 9.04.010 (4) REFUSE & WASTE
8/4/11 OPEN entire property
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all dead tree branches/limbs from front yard

AN-006: 9.04.010(7)(A) HIGH VEGETATION
8/4/11 OPEN entire property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AN-007: 9.04.010(7)(B) DEAD VEGETATION
8/4/11 OPEN entire property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times. Remove the leaning trees
8/18/11 OPEN entire property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times. Remove the leaning trees

AO-002: 13.32.020 STRUCTURAL OBSTRUCT
9/6/11 OPEN front yard
Trim/cut all tree branches/limbs not 8 Feet over sidewalk. Can not obstruct people from walking down sidewalk

Chronology of Events:

August 04, 2011 **RESEARCH**

32) same address in sewer

August 04, 2011 **Insp#: 1159958**

32) 8-4-11 Dead tree branches/limbs in front yard and high weeds/grass unable to print- had to mail notice to that address 8-4 C/B 8-18

August 04, 2011 **CORRECTION NOTICE ISSUED**

August 18, 2011 **RESEARCH**

32) printed off MERS

August 18, 2011	**RESEARCH**	
	32) printed off CC Recorders	
August 18, 2011	**EMAIL SENT OR RECEIVED**	
	32) sent emails to Litton Loan Servicing and JP Morgan Chase Bank	
August 18, 2011	**NOTICE AND ORDER REQUEST**	
	32) put together N&O gave to Tony	
August 18, 2011	**CORRECTION NOTICE ISSUED**	
August 18, 2011	**Insp#: 1160788**	
	32) 8-18-11 nothing done- still high weeds/grass, tree branches/limbs laying in yard, and leaning trees took pictures. Will do N&O left notice on house, mailed to that address, mailed to owner to sewer address, default papers Quality Loan Service Corp 2141 5th Ave San Diego, CA 92101, Litton Loan Servicing LP 4828 Loop Central Drive Houston, TX 77081-2226, Credit Suisse First Boston LLC 3815 South West Temple Salt Lake City, UT 84115, JP Morgan Chase Bank 111 Fanin Street 12th Floor Houston, TX 77002. Also sent emails to Cynthia Smiros- cynthia.smiros@jpmorgan.com, Linda Milan- lmilan@littonloan.com 8-18 C/B 8-25	
August 22, 2011	**EMAIL SENT OR RECEIVED**	
	32) received an email from litton loan- asking for copy of correction notices sent them to- deborah.schnarr@littonloan.com	
August 22, 2011	**NOTICE AND ORDER PROCESSING**	
	21) REFER FILE TO 32 FOR POSTING MAILING DONE	
August 22, 2011	**NOTICE AND ORDER ISSUED**	
August 23, 2011	**EMAIL SENT OR RECEIVED**	
	32) received an email from Deborah Schnarr with Litton loan stated put rush on property is contrator and for bids wanted to know if can get an extension- I explained did N&O new date is 9-6	
August 23, 2011	**Insp#: 1166591**	
	32) 8-23-11 posted N&O did not fail- was just here 4 days ago- will not fee for today. C/B 9-6	
August 24, 2011	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 8/22/11	
September 06, 2011	**BID REQUEST BY OFFICER**	
	21)refer file to office staff JR for bids	
September 06, 2011	**BID REQUEST BY OFFICER**	
	32) did bid sheet and pictures gave to Tony	
September 06, 2011	**Insp#: 1168225**	
	32) 9-6-11 nothing done. Took pictures and failed today. added tree branches/limbs over sidewalk. Did bid sheet and gave to Tony C/B 9-20	
September 07, 2011	**BID PREPERATION**	
	Bid prep.	
September 07, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 09-14	
September 20, 2011	**BID RECEIVED**	
	Recorded & scanned bid received: 1)Weaver=$1345	

September 20, 2011	**ADMINSTRATIVE**

Bid approval given to #21.

September 20, 2011	**10 DAY NOTICE PROCESSING**

10 day sent. File given to #32 for posting.

September 20, 2011	**Insp#: 1173212**

32) 9-20-11 Property still has high weeds/grass, dead vegetation, and refuse and waste in all yards. will check to see where at with abatement. C/B 9-22

September 20, 2011	**10 DAY BEFORE ABATEMENT NOTICE**

September 21, 2011	**Insp#: 1179072**

32) 9-21-11 still tree limbs/branches laying in all yards, high weeds/grass, and trash in all yards, Someone cut all low tree branches over sidewalk and threw them into front yard. Took pictures Posted 10 day before abatement N&O on property C/B 10-3

September 27, 2011	**CORRESPONDENCE RECEIVED/SENT**

32) received returned letter from post office - forward Ervin Gabriele 10722 Mathom Landing apt # 4 Universal City, TX 78148-4690

October 04, 2011	**Insp#: 1179449**

32) 10-4-11 nothing done- still trees, tree branches, and furniture in all yards. High weeds/grass and dead vegeatation. Will do final research and give to Vicki. took pictures today and failed. C/B 10-18 **** got flagged down by neighbor spoke to her until 1335 hrs.

October 05, 2011	**EMAIL SENT OR RECEIVED**

32) sent email to litton loan- Deborah.Schnarr@littonloan.com asking for update and when they will be cleaning up property- go out of office until further then forwarded to John.Crandall@littonloan.com

October 05, 2011	**EMAIL SENT OR RECEIVED**

32) sent email to litton loan- John.Crandall@littonloan.com asking for update and when they will be cleaning up property

October 05, 2011	**RESEARCH**

32) nothing new in CC Recorders except the N&O

October 06, 2011	**RESEARCH**

32) Assessors still shows owner as Gabriele Ervin

October 10, 2011	**PROCEED WITH ABATEMENT**

32) did final research and gave to Vicki

October 10, 2011	**RESEARCH**

32) nothing new shown in CC Recorders

October 11, 2011	**REVIEW**

19) Reviewed case with CK to approve proceed with abatement and bid. Approved file to JR.

October 12, 2011	**ADMINSTRATIVE**

PO requested. Pending #19 approval.

October 13, 2011	**PHONE CALL**

32) received message from Mado with Ocwen 877-839-7117 ext 297088 wanted to know if there were any code violations on property. I called back and had to leave a message

October 18, 2011	**BID AWARDED TO CONTRACTOR**

Bid awarded to Weaver. Award letter sent. Pending start date.

October 19, 2011	**VIDEO REQUEST**

Before Video Request from #21

October 24, 2011	**PRE-ABATEMENT VIDEO**	
	21) no video- photos in f drive	
October 24, 2011	**Insp#: 1184588**	
	21)high grass weeds, fallen branches,loose trash debris all yards...refer for contractor abatement.	
October 27, 2011	**VIDEO REQUEST**	
	After video request given to #21.	
November 01, 2011	**POST-ABATEMENT VIDEO**	
	21)photos in f drive- working pp	
November 01, 2011	**Insp#: 1192838**	
	21)property clean- all yards free of debris weeds,fallen branches. vehile that was on driveway now gone. building secure/ close case	
November 07, 2011	**ADMINSTRATIVE**	
	Recorded & scanned Invoice. File given to #19.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	08/18/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	09/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/21/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	09/21/2011	
LATE FEE	$12.00	U	10/02/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	10/04/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/04/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/25/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	10/25/2011	
NUISANCE ABATEMENT FEE	$1,345.00	U	11/07/2011	
ADMINISTRATIVE	$201.75	U	11/07/2011	

Total Amount Due: **$3,848.75**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**WEAVER**	**A**	**9/14/11**

Bid Amount: **1,345.00**
Bid Award Date: **10/18/11**
Contractor Start Date:

Description:

Remove trash/debris/high grass/weeds. Herbicvidfe. Cut/trim tree branches over sidewalk.

APN 125-27-716-015

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **GABRIELE E. ERVIN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **125-27-716-015**
Commonly known as: **5908 Kane Holly Street**
Legal Description: **RIO VISTA EST UNIT-3**
PLAT BOOK 73 PAGE 54
LOT 9 BLOCK 1

On **October 24, 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 **$2,470.75** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$27,000.00** 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 **December 7, 2011** ordered the above Actual Cost in the amount of **$2,470.75**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$27,000.00** be assessed against the property by recording a Lien of Assessment on or after **September 1, 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 #104393

APN 125-27-716-015

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **GABRIELE E. ERVIN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **125-27-716-015**
Commonly known as: **5908 Kane Holly Street**
Legal Description: **RIO VISTA EST UNIT-3**
PLAT BOOK 73 PAGE 54
LOT 9 BLOCK 1

On **October 24, 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 **$27,000.00** 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 **December 7, 2011** ordered the above charges in the amount of **$27,000.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
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 #104393

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,116.75 recorded against the property and civil penalties in the amount of $19,500 pending recording against the property located at 1900 South 8th Street. PROPERTY OWNER: JANE MCALEVEY - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Jack LeVine, agent, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on September 21, 2011. There was one abatement action conducted on this property on July 12, 2011. The lien was recorded at Clark County Recorder's Office on September 28, 2011, for $2,116.75 in costs and approved for $19,500 in civil penalties to be recorded on or after June 4, 2012. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated October 19, 2011, from Jack LeVine, agent, requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 7, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,116.75 recorded against the property and civil penalties in the amount of $19,500 pending recording against the property located at 1900 South 8th Street. PROPERTY OWNER: JANE MCALEVEY – Ward 3 (Coffin)

Today's hearing is a request from Jack LeVine, agent, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on September 21, 2011. There was one abatement action conducted on this property on July 12, 2011. The lien was recorded at Clark County Recorder's Office on September 28, 2011, for $2,116.75 in costs and approved for $19,500 in Civil Penalties. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated October 19, 2011, from Jack LeVine, agent, requesting the civil penalties be waived.

Fees associated with the one abatement and inspections total $2,116.75 in costs and $19,500 in civil penalties. To date, no payments have been made.

DocuSign Envelope ID: B7D72DB4-17F1-4758-BD91-F9C8AAF0C270

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING & SAFETY

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Response Division
Attn: Vicki Ozuna
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 10/19/11 10665³

Location and/or address of subject property:

Nearest major intersection: E. St Louis Ave & Maryland Pkwy

Street Address: 1900 S. 8th St.

Parcel Number: 162-03-714-005

Applicant's Address/Contact Information:
Name: Jack LeVine
(please check the following the applies)
☐ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)*
Street Address/PO Box: 1818 8th Place
City: Las Vegas State: NV Zip Code: 89104
Phone No: 702-378-7055 E-mail: jack@undejack.com Fax No: 732-7748

Property Owner's Address/Contact Information: (if different from applicant):
Name: Jane McAlevey
Street Address/PO Box: 737 Capp St
City: San Francisco State: CA Zip Code: 94110
Phone No: 702-882-5555 E-mail: jmcalevey@igc.org Fax No:

Amount of City of Las Vegas Lien on the Property: $ 21,616.75

Amount requested to be considered for waiving and/or reduced? $ 19,500

Signature of Applicant: _____ Date: 10/19/11

Signature of Owner: DocuSigned by: Jane McAlevey Date: 10/19/2011

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

We have an approved short sale commitment from Bank of America and the 2nd mortgage's successor. There is presently no money in the deal to pay the hard costs or the civil penalties. The buyer refuses to pay more for the property.

We have asked B of A to reduce their net payoff to cover the hard costs owed to the city. If the penalties can't be waived, then property cannot close. Nor will it bring a price from any subsequent buyer that could cover the cost of the penalty.

If the deal with the current buyer falls apart, the seller and I both give up on trying trying to do a shortsale. B of A will finish it's foreclosure, and the property will sit vacant and ripe for future vandalization while the bank tries to get the penalty waived.

WE ARE REQUESTING that the city waive the civil penalty of 19,500.00 only for an actual buyer of the property. The seller has no problem with penalty being re-instated if the property is foreclosed on, as the bank has had multiple opportunities to have sold and closed the property as a short sale.

The seller and the Realtor have worked tirelessly and diligently for over 2 years and Mortgage companies have caused a totally irresponsible delay after delay. Their delays caused the home to sit vacant this long, which subsequently created the opportunities for the vandals to destroy the property.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

This is one of the longest running short sales in Las Vegas.

The seller was diagnosed with life threatening cancer, had to quit working, and went to California for treatment (fortunately – now in remission)

7/8/2009 - The property was first listed on 7/08/09 at $170,000. It was a very nice house at the time. It sold to buyer number 1 for 165,000 in just 6 days.

3/30/2010 - Bank of America dragged their feet for almost 9 months, and finally gave us approval in March of 2010. The buyer did their appraisal and it came in at 133,000. B of A REFUSED to adjust their short sale approval to the appraised value.

6/10/2010 The property was re-listed with B of A blessing for the appraisal price that they wouldn't accept in March ($133,000). The market was spiraling downward, and no offer ever came thru at that price.

9/1/2010 – FIRST break-in occurred. The property was trashed by the vandals. Jack LeVine the realtor, paid out of pocket to clean it and secure it. The roof also started leaking about that time.

The price was reduced to 99,000 and no one would touch it, even then.

The SECOND, THIRD AND FOURTH break-ins occurred during that period. Metro was called out several of the time. The property was nailed shut again. During these break-ins, the appliances disappeared, windows locks were broken and a can of talcum powder or cornstarch was dumped thru out the property.

City Code enforcement issued a complaint, and the the realtor pulled the weeds and cleaned the property, again at his own expense.

Code enforcement drained the pool somewhere along the way.

8/10/110 At this point the whole property was in extreme distress, and the price was reduced to $65000. It sold immediately, again.

The 2nd buyer at 65,000 waited patiently for 6 more months while B of A sat on their thumbs. In the meanwhile, Citigroup who held the second mortgage cleared it off of their books by selling their second mortgage for a few cents on the dollar to an investor group. The successor group proceeded to demand $7000.00 to clear their lien but B of A was only willing to allow them to have 3000.00 which is the customary amount to pay off a second. The buyer refused to cover the 4000 difference, nor could the seller pay it.

6/14/2011 The 3rd buyer came along, willing to pay the 65,000 approved price and cover the 4000.00 extortion from the 2nd mortgage.

The property was vandalized again. This time the stole they condenser/compressor unit of the AC. They also busted thru the door of a storage room, and then thru the wall of the house. The city boarded it up, further adding to the hard costs.

The seller spent the summer in NY, and the notices to the seller of the looming City Council hearing were not discovered until after the hearing had occurred.

9/23/2011 City council hearing approved the lien for hard cost and the civil penalty.

I only heard about the hearing after the fact when someone mentioned that my name had come up at a Council Meeting and I called Bob Coffin to find out what was up.

9/23/2011 coincidently the same day as the Council hearing - we received approval again from B of A again for buyer number 3. We were all very happy, and excited to

close the deal within 14 days. Of course that happiness was short lived when we discovered the lien from the city.

Currently, there is an addendum (attached) between the buyer and seller asking for the mortgage companies to cover the hard costs of the lien, subject to City Council waiving the civil penalties. The second mortgage extortion vultures have refused to cover it, or to share in it. We are currently awaiting Bank of America's decision as to whether the hard costs can be covered from the sale price.

If B of A refuses, the buyer might consider covering the hard costs as well.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets ifneeded.)*

The current buyer, Wes State Lands LLC is in the business of restoring properties and renting them out. They are not flippers.

All of the damage from the various break-ins will be fixed. The property will get new heat and air, the pool replastered and the equipment replace. The landscape will be manicured and a new happy resident of downtown will be secured.

They estimate that it will take about 6 weeks to have the property ship shape and rentable for top dollar, from the time they obtain title.

DocuSign Envelope ID: 37383390-94B6-4985-A36F-257FA1AFA3F9

ADDENDUM NO. 1
TO PURCHASE AGREEMENT

REALTOR® EQUAL HOUSING OPPORTUNITY

In reference to the Purchase Agreement executed by Wes State Lands, Inc as Buyer(s) and Jane McAlevey as Seller(s), dated June 14, 2011 covering the real property at 1900 S. 8th Street, Las Vegas, NV 89104, the ☒ Buyer ☐ Seller hereby proposes that the Purchase Agreement be amended as follows:

City of Las Vegas has placed a lien on the property for $21,616.75. Appeal can be made to remove the "civil penalties" part of it ($19,500.00) which will take 4 to 6 weeks to get onto the City Council agenda. The remaining "hard costs" of $2116.75 can not be waived.

The contract is hereby amended as follows:
1) close of escrow to be within 15 days after City Council meets to remove the penalty. Contract is subject to waiver of the civil penalties by the City.
2) Hard Cost amount of $2116.75 to be deducted from buyer's contribution to second mortgage. Second mortgage payoff to be reduced by $2116.75. Buyer will pay the same amount towards the lien.

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

DocuSigned by: Alexis Snyder for West State Lands inc 9613DB8EAC3042B... 10/3/2011

☒ Buyer ☐ Seller — Date

Wes State Lands, Inc

☐ Buyer ☐ Seller — Time

Acceptance: DocuSigned by: Jane McAlevey 90C999D1ABEF48C... 9/30/2011

☐ Buyer ☒ Seller — Date

Jane McAlevey

☐ Buyer ☐ Seller — Time

Prepared by: DocuSigned by: Jason Delk 2875DE4C78EF46E... Agent's Name Jason Delk — Phone

BeLa Vegas Homes Realty 805 Bonita Ave Las Vegas, NV 89104
Jack LeVine
© 2007 Greater Las Vegas Association of REALTORS®
Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com
Phone: (702)203-2722 Fax: (702)529-0170

Bank of America
Home Loans

Mail Stop AZ1-805-03-04
2505 W. Chandler Blvd.
Chandler, AZ 85224

Notice Date: September 23, 2011

Jane F McAlevey
737 Capp St
San Francisco, CA 94110

Account No.: 70534994

Property Address:
1900 South 8th Stree
Las Vegas, NV 89104

IMPORTANT MESSAGE ABOUT THIS ACCOUNT

This letter will serve as Bank of America, N.A.'s demand for payment and advises you that Bank of America, N.A. and/or its Investors and/or Insurers have agreed to accept a short payoff involving the above-referenced property and the referenced account(s). This demand should be used by the closing agent as our formal demand statement. No additional statement will be issued. This approval is exclusive to the offer from the buyer referenced in this letter.

WHAT THIS MEANS TO THE SELLER

Upon receipt of the agreed amount, Bank of America, N.A. and/or its investors will waive the remaining balance due on the above-referenced loan and release the borrower from further obligation therein, and waive all rights to pursue further judgment or deficiency. Bank of America, N.A. will report the debt as "settled for less than the amount owed" and issue a 1099 for the remaining balance. The seller is encouraged to seek guidance from an independent tax advisor, and/or an attorney, before proceeding with the short sale.

If this short sale is contingent upon Bank of America, N.A. and/or its investors receiving a promissory note, we will reserve the right to collect the full amount on the new promissory note, which may lead to us pursuing a deficiency on that balance should the need arise. If the short sale does not close, then we will pursue all remedies under our note and mortgage. This offer is contingent upon Bank of America, N.A. receiving a properly executed and notarized Promissory Note, if applicable, to this short sale transaction.

The conditions of the approval are as follows:

1. Closing must take place no later than November 28, 2011 or this approval is void. If an extension is requested and/or approved, then per diem interest will be charged through closing.
2. The approved buyer(s) is/are Wes State Lands and Inc. and the sales price for the property is $65,000.00..
3. Another buyer cannot be substituted without the prior written approval of Bank of America, N.A..
4. Closing costs have been negotiated and agreed upon with the authorized agent as of September 23, 2011.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector.
Please write your account number on all correspondence.

a. Total Closing Costs not to exceed $9,101.50.
b. Maximum commission paid $3,900.00.
c. Maximum allowed to the Jr. Lien Holder $3,000.00.
d. Maximum allowed for HOA liens $N/A (if applicable).
e. Maximum allowed for repairs $N/At (if applicable).
f. Maximum allowed for termite inspection/repairs $N/A (if applicable).

Any additional fees that were not approved on September 23, 2011 will not be covered by Bank of America, N.A. and become the sole responsibility of either the agent, the buyer or the seller to pay at closing.

5. Net proceeds to Bank of America, N.A. to be no less than $55,898.50.
6. The property is being sold in an "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless specifically stated otherwise.
7. Seller is to contribute $0.00t, to assist in the closing of this transaction. This contribution will be in the form of:
   a. PROMISSORY NOTE (Signed, notarized and returned at closing): $N/A

   If a promissory note is required, it must be signed and returned to Bank of America, N.A. prior to the close of escrow. It is the responsibility of the closing agent to ensure that the executed and notarized promissory note is returned to Bank of America, N.A..

   If a promissory note has already been signed and agreed to between the seller, investor and the Mortgage Insurance Company, a signed certified copy must be provided to Bank of America, N.A. at the close of the short sale transaction. It is the responsibility of the closing agent to ensure that Bank of America, N.A. receives the copy.

   ***** Sales proceeds will be returned if the note has not been received. This will result in a delay of the transaction and/or possible cancellation of this short sale transaction. *****

   b. CERTIFIED FUNDS CONTRIBUTION (Due at closing): $N/A

8. The sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, they will not be returned to the seller; they will be sent to Bank of America, N.A. to offset the loss.
9. The property must be free and clear of liens and encumbrances other than those recognized and accounted for in the HUD-1 approval, on which this approval is based.
10. There are to be no transfers of property within 30 days of the closing of this transaction.
11. Bank of America, N.A. does not charge the borrower for statement, demand, recording, and reconveyance fees on short payoff transactions. Do not include them in your settlement statement. Bank of America, N.A. prepares and records its own reconveyances.
12. Other: All funds must be wired. Any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.
13. Other: Should the closing be delayed and the Investor/Insurer agree to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any per diem fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.
14. Completed Assignment of Unearned premium and Important Notice Regarding Income Tax Reporting is to be emailed along with the final Settlement Statement.

If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short

sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Bank of America, N.A. will have the right to keep the proceeds and apply them to Bank of America, N.A.'s loss after the short sale. We similarly would have the right to claim the proceeds to offset our losses if they were not previously disclosed and they were sent directly to the borrower.

If it is subsequently determined that the approval of the short sale was based, in part, on information which Bank of America, N.A. later determined to be false or misrepresented or fraudulent, Bank of America, N.A. reserves the right to pursue the remaining balance of the note.

WHAT YOU NEED TO DO

********** IMPORTANT INSTRUCTIONS **********

The closing agent must email a certified copy of the final estimated Settlement Statement to Short Sale Systems 72 hours prior to Closing. You cannot close without final approval of the closing costs.

Payoff funds must be wired unless otherwise specified to:

Bank of America
275 Valencia Avenue
Brea, CA 92823
MRC Acct #12357-47067
ABA 026-009-593

Reference loan# 70534994 / Jane F McAlevey

WIRES MUST CONTAIN THE LOAN NUMBER, BORROWER'S NAME AND PROPERTY ADDRESS. IF WE CANNOT IDENTIFY THE FUNDS, THEY WILL BE RETURNED.

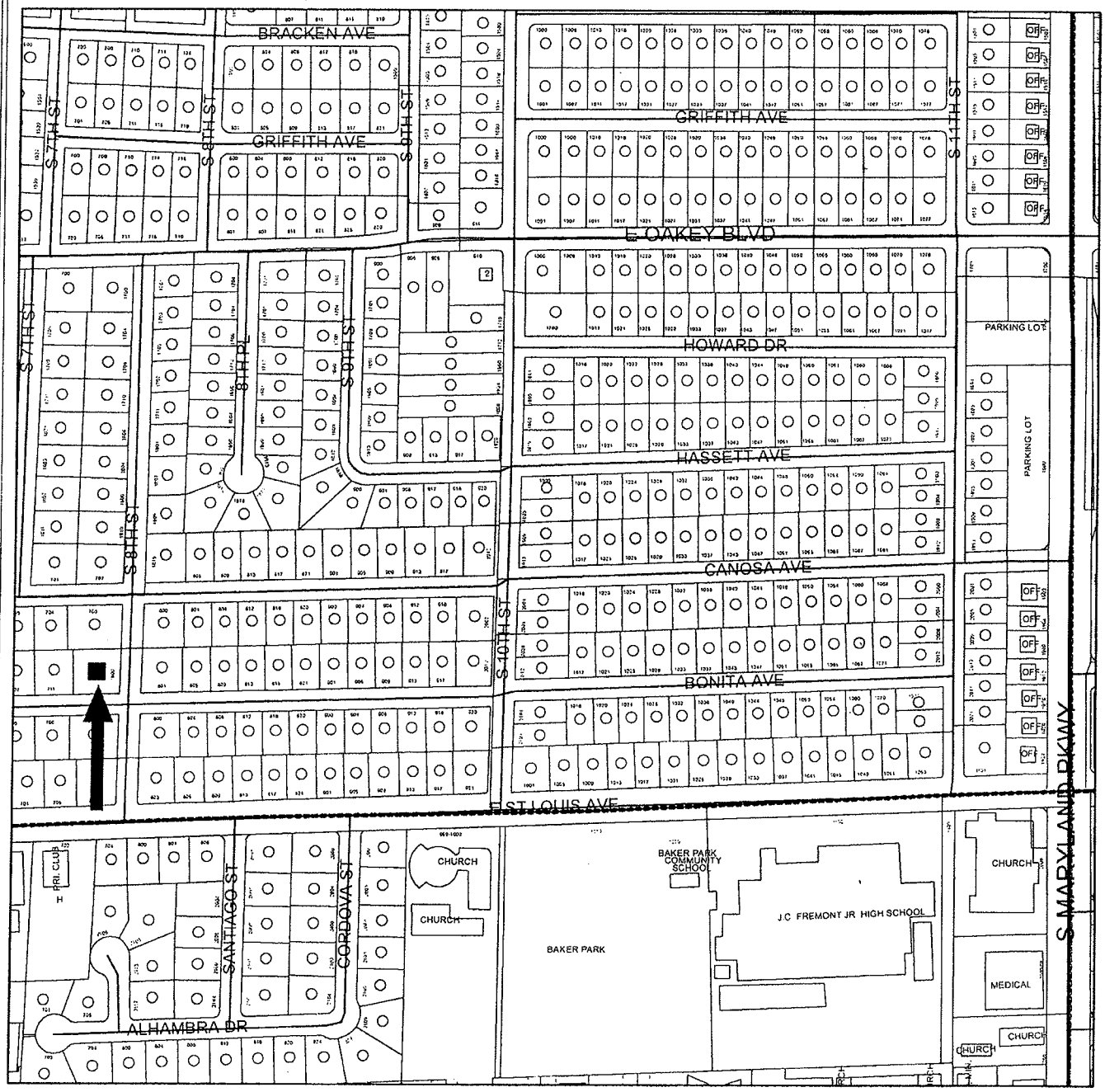
*****A certified copy of the Final Settlement Statement must be emailed to Short Sale Systems at the time of closing.**

Upon receipt of the above stated items, Bank of America, N.A. will issue a release of lien on its mortgage loan.

Bank of America, N.A. appreciates all your efforts and cooperation in this matter. If you have any further questions, please contact our Short Sale Customer Contact Department at 1-866-880-1232.

1900 SOUTH 8TH STREET
CROSS STREETS - MARYLAND//ST LOUIS

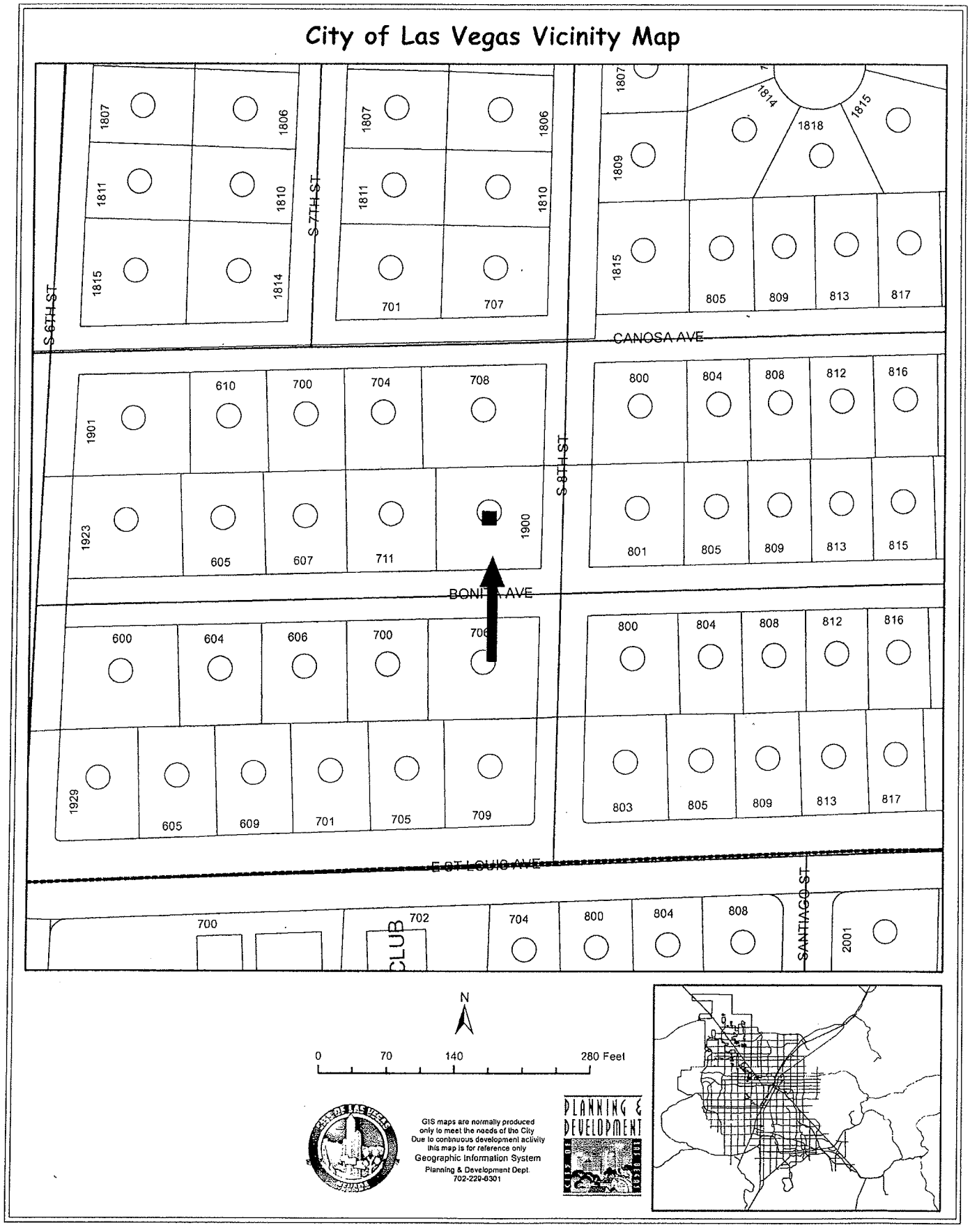
City of Las Vegas Vicinity Map



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

1900 SOUTH 8TH STREET
CROSS STREETS - MARYLAND//ST LOUIS



Hard Costs:	Assessed	Paid	Outstanding
Abatement Costs:	$865.00		$865.00
Administrative Fee:	$129.75		$129.75
Inspection Fees	$1,020.00		$1,020.00
Late Fees:	$102.00		$102.00
Interest:			$0.00
Totals:	**$2,116.75**	$0.00	$2,116.75

Civil Penalties:			
Civil Penalties Assessed:			$0.00
Daily Civil Penalties Assessed:	$19,500.00	$0.00	$19,500.00
Total Civil Penalties:	**$19,500.00**	$0.00	**$19,500.00**

Total Owed:	**$21,616.75**
Total Paid:	**$0.00**
Total Outstanding Fees/Fines Case #100653	**$21,616.75**

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 HEARINGS

DECEMBER 7, 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, DECEMBER 7, 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 waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Building and Safety for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **1900 South 8th Street – Case #100653**. The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$21,616.75** were imposed. Owner of record: **JANE MCALEVEY – Ward 3 (Coffin)**

If the City Council is satisfied with the report, it may release the lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43558 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: FRESH & EASY PROPERTY CO., LLC - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-23593) FOR A PROPOSED RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 2.57 acres at 3489 Owens Avenue (APN 139-25-516-004), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

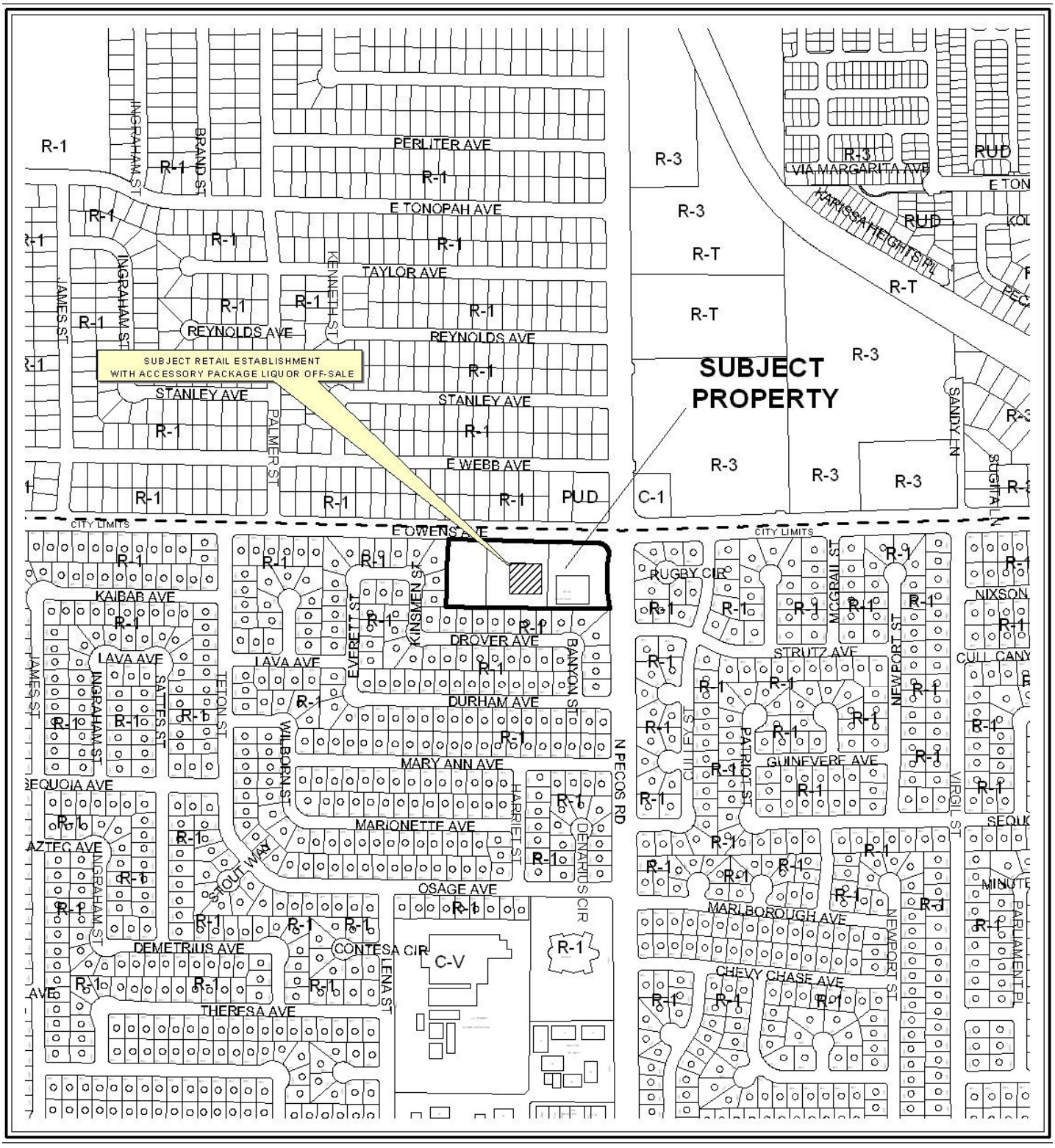
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-23593
5. City Council Approval Letter for EOT-35835
6. Justification Letter

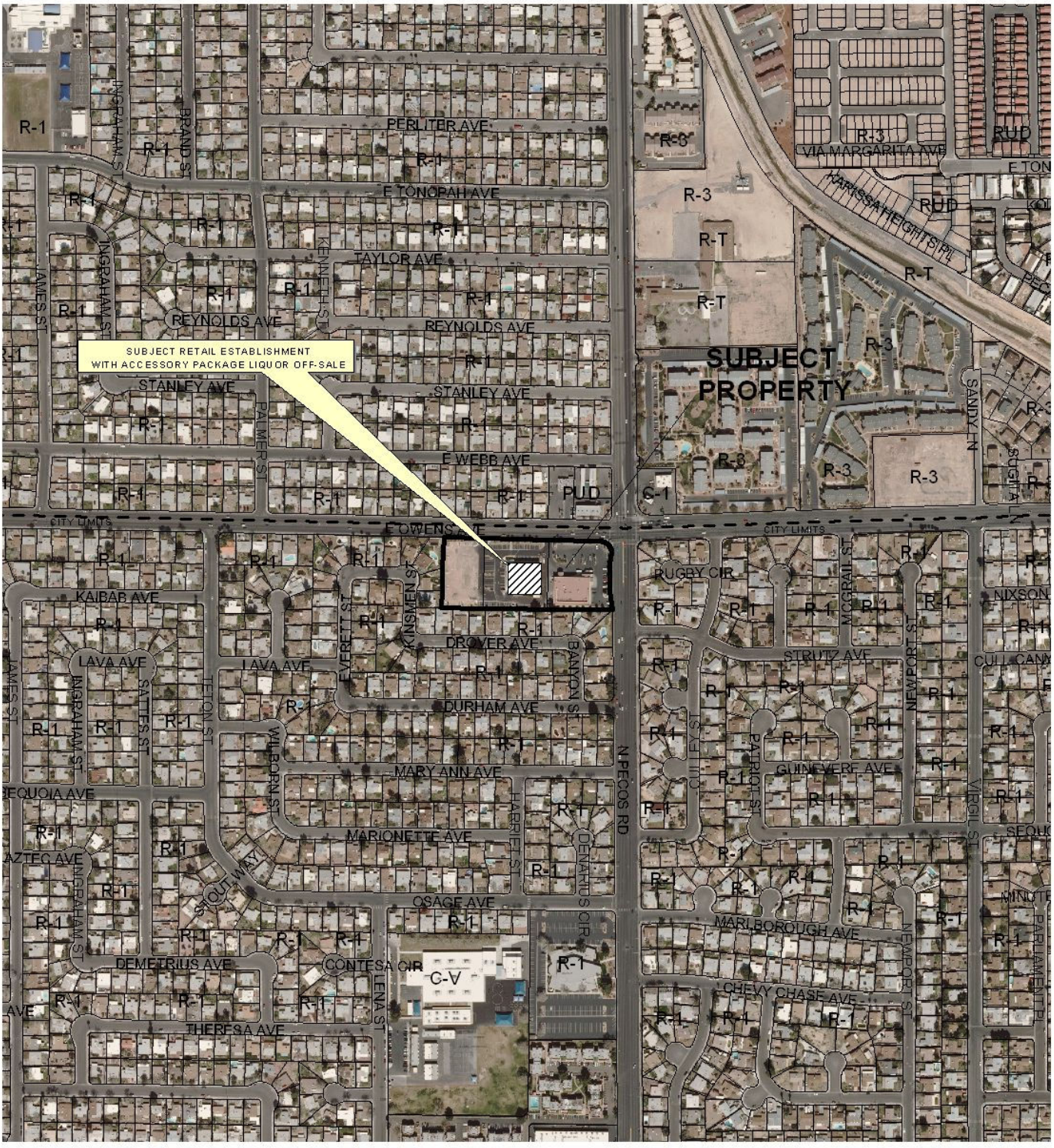


0 500 1000 Fee

CASE: EOT-43558

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 500 1000 Fee

CASE: EOT-43558

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



EOT-43558

Package Liquor Sales

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 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 7, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: FRESH & EASY PROPERTY CO., LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43558	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-43558 CONDITIONS

Planning

1. This Special Use Permit (SUP-23593) shall expire on October 17, 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-23593) 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 General Retail Store with accessory Package Liquor Off-Sale (SUP-23593) at 3489 East Owens Avenue. Numerous building permits have been issued and finalized with a Certificate of Occupancy issued on 01/22/09. The applicant has filed for the appropriate business licenses, but the licenses have not been issued as the business is not ready to open. The applicant is requesting an Extension of Time of the Special Use Permit (SUP-23593) to incorporate products and amenities in the store to better serve residents in the surrounding communities. As the request does not negatively affect the surrounding areas, staff is recommending approval with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/21/06	The City Council approved a request for a Variance (VAR-13249) to allow a proposed 20-foot tall building 40 feet from the rear (south) property line where 60 feet is the minimum setback required; to allow a second proposed 20-foot tall building 26 feet from the rear (south) property line where 60 feet is the minimum setback required; and to allow a third proposed 20-foot tall building 10 feet from the side (west) property line where 60 feet is the minimum setback required on 3.02 acres approximately 300 feet west of Pecos Road on Owens Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-10497) for a proposed 29,800 square foot commercial development and waivers of the parking lot and foundation landscaping requirements.
10/17/07	The City Council approved a request for a Variance (VAR-23585) to allow a 50-foot residential adjacency setback where 73 feet is the minimum required on 2.57 acres adjacent to the south side of Owens Avenue, approximately 295 feet west of Pecos Road. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Variance (VAR-23588) to allow 71 parking spaces where 81 spaces is the minimum required.
	The City Council approved a related request for a Special Use Permit (SUP-23593) for a proposed retail establishment with accessory Package Liquor Off-Sale.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
	The City Council approved a related request for a Site Development Plan Review (SDR-23581) for a proposed 14,028 square-foot General Retail Store with waivers of perimeter landscape standards to allow a zero-foot landscape buffer where eight feet is required along the east property line.
03/19/08	The City Council approved a request for a Variance (VAR-25988) to allow a residential adjacency setback of 58.5 feet where 66 feet is required for a proposed 7,250 square-foot General Retail Development.
	The City Council approved a related request for a Site Development Plan Review (SDR-25991) for a proposed 7,250 square-foot General Retail Development.
10/21/09	The City Council approved a request for an Extension of Time (EOT-35835) of a previously approved Special Use Permit (SUP-23593) for a proposed retail establishment with accessory Package Liquor Off-Sale located on 2.69 acres located at 3489 East Owens Avenue. Staff recommended approval.

Most Recent Change of Ownership	
08/02/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/20/08	Plan Check 25782 was issued and approved for a retail building at 3489 East Owens Avenue.
Numerous building permits have been issued for the proposed development at 3489 East Owens Avenue.	
No Business Licenses have been issued for the proposed development as they are not ready to open for business.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.58

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
North	North Las Vegas	North Las Vegas	North Las Vegas
South	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
East	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
West	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-23593) for a 14,028 square-foot retail establishment with accessory Package Liquor Off-Sale at 3489 East Owens Avenue. Numerous building permits have been issued and finalized with a Certificate of Occupancy issued on 01/22/09. The applicant has filed for the appropriate business licenses, but the licenses have not been issued as the business is not ready to open.

Title 19.16.110 deems a Special Use Permit exercised upon the issuance of a business license for the proposed use.

FINDINGS

The Special Use Permit (SUP-23593) has not been exercised in accordance with the requirements of Title 19.16.110 as a business license has not been issued for the proposed use. The applicant is requesting an Extension of Time to incorporate products and amenities in the store to better serve residents in the surrounding communities. As the request does not negatively affect the surrounding areas, staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-23593) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43558** APN: 139-25-516-004

Name of Property Owner: Fresh & Easy Property Co. LLC

Name of Applicant: Fresh & Easy Neighborhood Market

Name of Representative: Leni Skaar

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: MARY M. KASPER

Subscribed and sworn before me

This 10TH day of OCTOBER, 2011

_____

Notary Public in and for said County and State

ROBIN HOWARD
COMM. # 1946561
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. AUG. 30, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: 2-year Extension of Time on EOT-35835

Project Address (Location) 3489 Owens Avenue

Project Name Fresh & Easy Neighborhood Market **Proposed Use** Grocery Store

Assessor's Parcel #(s) 139-25-516-004 **Ward #** 3

General Plan: existing SC proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 14,028 **Floor Area Ratio** 13%

Gross Acres 2.57 **Lots/Units** 1 **Density** N/A

Additional Information SUP-23593

PROPERTY OWNER Fresh & Easy Property Co., LLC **Contact** Tom Scorer

Address 2120 Park Place, Suite 200 **Phone:** (310) 867-0418 **Fax:**

City El Segundo **State** CA **Zip** 90245

E-mail Address tom.scorer@freshandeasy.com

APPLICANT Fresh & Easy Neighborhood Market **Contact** Tom Scorer

Address 2120 Park Place, Suite 200 **Phone:** (310) 867-0418 **Fax:**

City El Segundo **State** CA **Zip** 90245

E-mail Address tom.scorer@freshandeasy.com

REPRESENTATIVE Bradshaw & Associates **Contact** Leni Skaar

Address 1833 Crystal Chimes Drive **Phone:** (702) 321-5609 **Fax:**

City Las Vegas **State** NV **Zip** 89106

E-mail Address leni.skaar@yahoo.com

Property Owner Signature* M. M. K

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MARY M. KASPER

Subscribed and sworn before me

This 10TH day of OCTOBER, 20 11.

Notary Public in and for said County and State

ROBIN HOWARD
COMM. # 1946561
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. AUG. 30, 2015

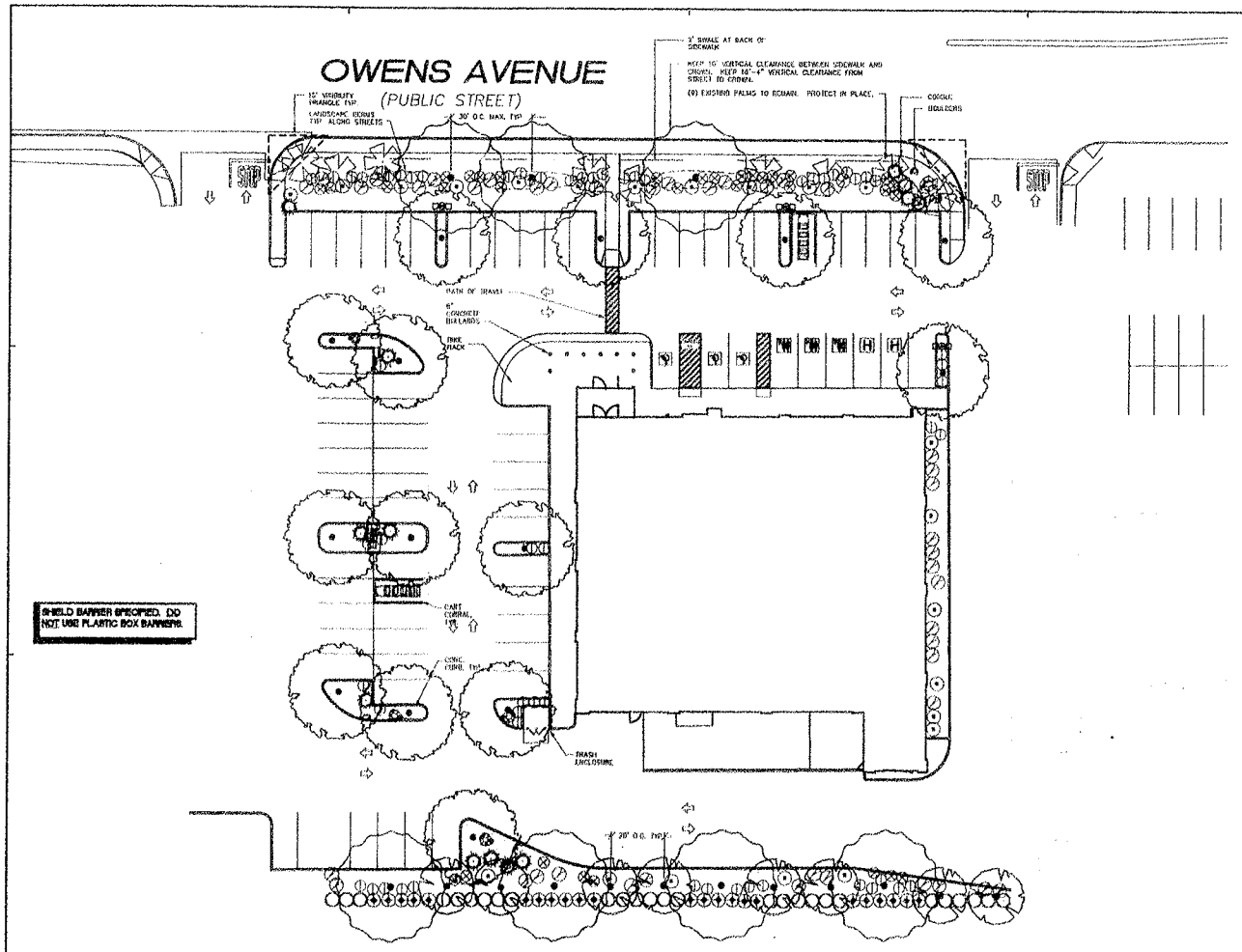
FOR DEPARTMENT USE ONLY

Case #	EOT-43558
Meeting Date:	12/07/11 cc
Total Fee:	$300 cc
Date Received:*	10/13/11
Received By:	M. Howe

*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.

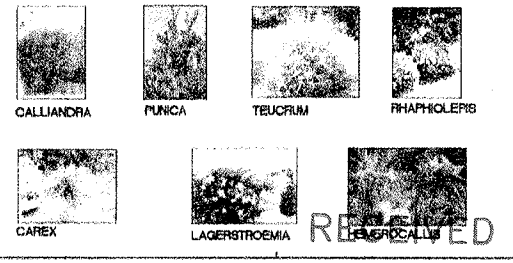
Revised 10/27/08

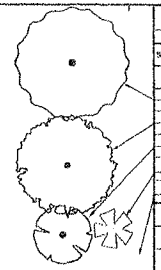
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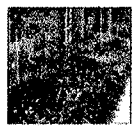
CLARK COUNTY REQUIREMENTS

- [x] DEEP ROOT WATERING TO BE USED PER 30.64.030 (1)(A)(III)
- [x] DROUGHT TOLERANT PLANTS WILL BE USED PER CODE APPENDIX C
- [x] VISIBILITY TRIANGLES WITH A 30" MAX HEIGHT OF PLANTS TO BE MAINTAINED AT ALL DRIVES TO 15' BACK AND TO 30' BACK AT CORNER CONDITIONS
- [x] 1 TREE PER 30 LF OF STREET FRONTAGE REQD. 252 LF / 30' = 9 TREES (24" BOX, 20' WIDE X 40' HIGH) ARE REQUIRED. 12 PROVIDED.
- [x] 1 LARGE TREE PER 8 PARKING SPACES. 28 SPACES TOTAL = 4 TREES REQUIRED. 14 TREES PROVIDED IN PARKING LOT.
- [x] TREES TO HAVE 10' LATERAL SEPARATION FROM STREET LIGHTS.
- [x] SWALE AT BACK OF SIDEWALK PROVIDED

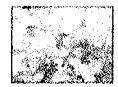





FRAXINUS


AGAPANTHUS


CNETES


LANTANA


ACACIA


LEUCOPHYLLUM

PLANTING LEGEND

R:\CLIENTS_LAND\LEGENDS\02051010

SYMBOL	SIZE	QTY.	MATURE HEIGHT	BOTANICAL NAME	WATER REQMT	COMMON NAME
TREES				HT. L, M HIGH, LOW, MODRATE		
	24" BOX	7	40'	ROBINIA AMBIGUA 'PURPLE ROBE'	L	PURPLE ROBE LOCUST
	24" BOX	14	40'	FRAXINUS VELUTINA 'RIO GRANDE'	L	RIO GRANDE ASH
	15' B&B	8	45'	WASHINGTONIA ROBUSTA HYBRID	L	MEXICAN FAN PALM
	-	9	-	EXISTING TREE TO REMAIN	-	-
	-	0	-	EXISTING TREE TO BE REMOVED	-	-
SHRUBS						
	5 GAL	23	4'	LEUCRIUM FRUTICANS 'COMPACTA'	L	BUSH GERMANDER
	5 GAL	44	5'	LEUCOPHYLLUM FRUTESCENS 'COMPACTA'	L	TEXAS RANGER
	5 GAL 30" O.C.	29	4'	CALLIANDRA CALIFORNICA	L	BAJA FAIRY DUSTER
	5 GAL	83	4'	LAGERSTROEMIA 'PEACE SNOW'	L	DWARF CRAPE MYRTLE
	5 GAL	97	3'	RHAPHIOLEPIS INDICA 'CLARA'	M	INDIA HAWTHORNE
	1 GAL	32	14"	CAREX TESTACEA	L	SEDGE
	5 GAL	13	5'	PUNICA GRANATUM 'NANA'	M	DWARF CRAPE MYRTLE
GROUNDCOVERS / MASS PLANTINGS						
	1 GAL 30" O.C.	287 S.F.	30"	HEMEROCALLIS HYBRIDS	L	DAYLILY
	1 GAL 30" O.C.	130 S.F.	30"	AGAPANTHUS ORIENTALIS	L	LILY-OF-THE-NILE
	1 GAL 36" O.C.	668 S.F.	30"	DIETES VEGETA	L	FORT-NIGHT LILY
	1 GAL 36" O.C.	914 S.F.	9'	LANTANA 'CONFETTI'	L	LANTANA
	FLATS 12" O.C.	1885 S.F.	12"	EVERGREEN GROUNDCOVER GAZANIA HYBRIDS	L	GAZANIA
	1 GAL 30" O.C.	1776 S.F.	3'	ACACIA REDDENS 'DESERT CARPET'	L	CREEPING ACACIA
SITE FEATURES - TYPICAL						
		7		BOULDERS - PER DETAIL		
		32 LF		STEEL EDGING AT COBBLE		
		3		BOLLARDS		
		NOT SHOWN		ROOT SHIELD BARRIER. INSTALL AT TREES PLANTED 8' OR LESS FROM CURBS, BUILDINGS, OR PAVEMENT. HOWARD ARE CLOTH COMPANY, HAYWARD, CA. (510)887-0787.		
		165 SF		COBBLE SWALE: 3'-0" WASHED RIVER COBBLE SET IN PLANTER OVER MIRAFI FW700 (PERMEABLE) LANDSCAPE FABRIC. COLOR: TAN BLENDS, PENNS		

TOTAL LANDSCAPED AREA: 11,315 S.F.

CITY OF LAS VEGAS REQUIREMENTS

- [x] (1) 24" BOX TREE PER 30' PLANTER REQUIRED ADJACENT TO COMMERCIAL 17 NEW AND EXISTING TREES PROVIDED AT NORTH PROPERTY LINE ADJACENT TO COMMERCIAL
- [x] (1) 24" BOX TREE (OR 15' B&B PALM) PER 30' PLANTER REQUIRED ADJACENT TO RESIDENTIAL 12 TREES PROVIDED AT SOUTH PROPERTY LINE ADJACENT TO RESIDENTIAL
- [x] (4) 5 GAL SHRUBS PER REQUIRED TREE 24 TREES REQUIRED X 4 SHRUBS PER SHRUBS REQUIRED 293 SHRUBS PROVIDED REQUIREMENT MET.

WATER CONSERVATION CONCEPT

CONCEPT STATEMENT

A COMBINATION OF DROUGHT TOLERANT PLANTS AND WATER CONSERVING IRRIGATION TO BE USED ON THIS PROJECT. THIS INCLUDES DRIP, BUBBLERS, AND/OR LOW GALLONAGE SPRAYS TO BE INSTALLED IN ALL PLANTING. IRRIGATION SYSTEMS SHALL BE EQUIPPED WITH A CONTROLLER CAPABLE OF DUAL PROGRAMMING. PLANTS SHALL BE GROUPED INTO "HYDROZONES" AND IRRIGATED SEPARATELY FROM THOSE WITH DIFFERING WATER REQUIREMENTS. NATURAL RESOURCES TO BE PRESERVED IN CONFORMANCE WITH THE WATER CONSERVATION PLAN FOR SOUTHERN NEVADA WATER AUTHORITY.

GENERAL NOTES

1. REFER TO ARCHITECTURAL AND CIVIL PLANS FOR DESCRIPTIONS OF ELEMENTS NOT INDENTIFIED ON THIS PLAN.
2. OBSERVE THE FOLLOWED MINIMUM SETBACK DISTANCES FOR PLANTING :
   - BETWEEN STREET TREES = 30 FT.
   - DRIVEWAY CUTS AND FIRE HYDRANTS = 7 FT.
   - UTILITY BOXES, MANHOLE AND OTHER UTILITY VAULTS, TELEPHONE AND OTHER UTILITY POLES, DRY LINES WATER METER, AND MAINS = 5 FT.
3. ALL HARDSCAPE AND NON-TURFACE SWALES, DRAINAGE STRUCTURES AND PATTERNS SHALL BE MAINTAINED.
4. A LICENSED LANDSCAPE MAINTENANCE CONTRACTOR WILL BE RETAINED TO PERFORM REGULAR MAINTENANCE DUTIES.
5. PLANTER SOIL SHALL BE AMENDED AS DESCRIBED BY A LABORATORY SOIL ANALYSIS.
6. DAMAGED UTILITY CONDUIT, CONTAINED IN BOULDERS, (4'-0" EACH) TO BE INDICATED LOCATION AND RELATIVE ELEVATION OF THEIR POINT ABOVE TO OR SURROUNDING PAVED AREAS. NOTIFIED TO THE CONSTRUCTION OF CLEAN RAISED REPAIR, OR APPROVED TO IMPOSE PER WORK CONTRACT TO PCR.
7. ALL PLANTING AREAS SHALL BE MULCHED WITH 1/4" MINUS (CRUSHED ROCK OR DECOMPOSED GRANITE, IN A MIN DEPTH OF 2". COLOR: DESERT TAN.
8. ALL PLANTS DYING WITH IN 60 DAYS INSTALLATION SHALL BE REPLACED IN KIND.

RHL DESIGN GROUP INC
600 17TH STREET, SUITE 2000
DENVER, COLORADO 80202
PH: 303-825-6800
FAX: 303-825-1200
PROJECT MANAGEMENT SERVICES
1137 NORTH MCDOWELL BLVD.
PETALUMA, CALIFORNIA 94954
PH: 707-778-8485
MARSHA RUTH, LANDSCAPE ARCHITECT #874

CONCEPTUAL LANDSCAPE PLAN

PECOS & OWENS : LV030806GSW01

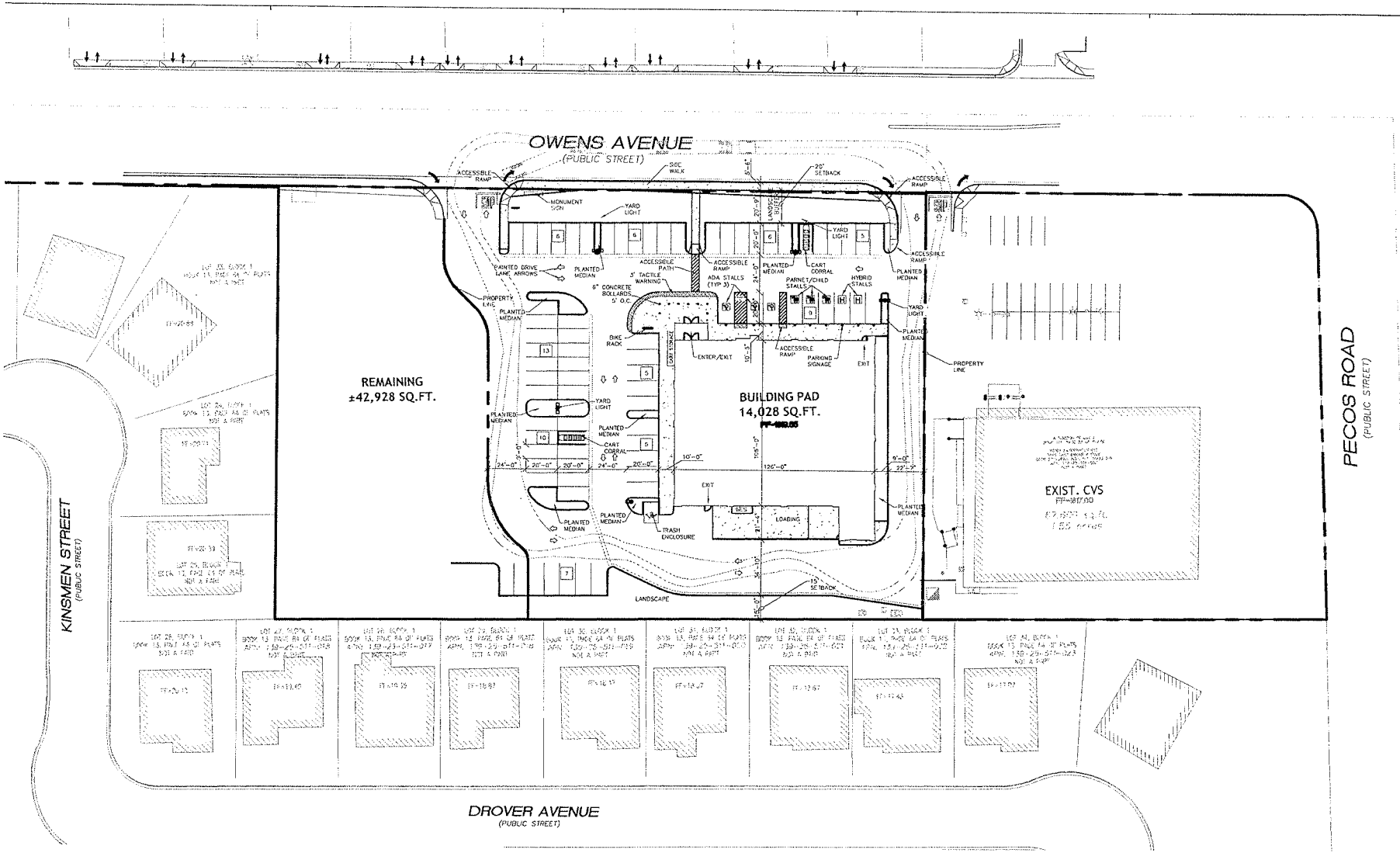
EAST OWENS AVENUE & NORTH PECOS ROAD
LAS VEGAS, NEVADA 89115
CLARK COUNTY

REGISTERED LANDSCAPE ARCHITECT MARSHA RUTH 874 STATE OF NEVADA

BID REVIEW	INITIAL	DATE
PLANNING/CUP		
CLARK COUNTY		
BLDG PERMIT		
PERMIT REV 1		
PERMIT REV 2		
GENERAL REV		
APPROVED		
CONSTRUCTION		

DRAWING: L1

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SITE PLAN SUMMARY

STORE LOCATION: EAST OWENS AVENUE & NORTH PECOS ROAD

STORE NUMBER: LV030060SW01

PART OF APN: 139-25-516-002 2.57 ACRES (FULL PROPERTY)
LAND AREA 68,887 SQ.FT. 1.58 ACRES (FRESH & EASY LOT)

ZONING: C-1 LAND USE: SC

PROVIDED PARKING: 72 TOTAL STALLS
3 ADA STALLS 10' X 20'
3 PARENT/CHILD STALLS 10' X 20'
2 HYBRID STALLS 10' X 20'
64 GENERAL USE STALLS 9' X 20'

north

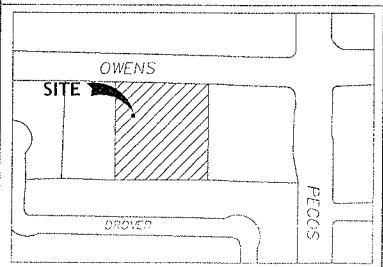
0 15' 30' 60' 90' 120'

1"=30'-0"

SITE PLAN
SCALE 1" = 30'

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VICINITY MAP



DRAKE DESIGN GROUP
456 SOUTH BROADWAY
DENVER, COLORADO 80209
PH: 303-825-8900
FAX: 303-825-7200

JOHN W. JOHNSON, ARCHITECT
1137 NORTH MAGNOLIA BLVD.,
PETALUMA, CALIFORNIA 94954
(707)765.1660

SITE PLAN
PECOS & OWENS
LAS VEGAS, NEVADA
CLARK COUNTY

MARK	DATE	REVISION	BY

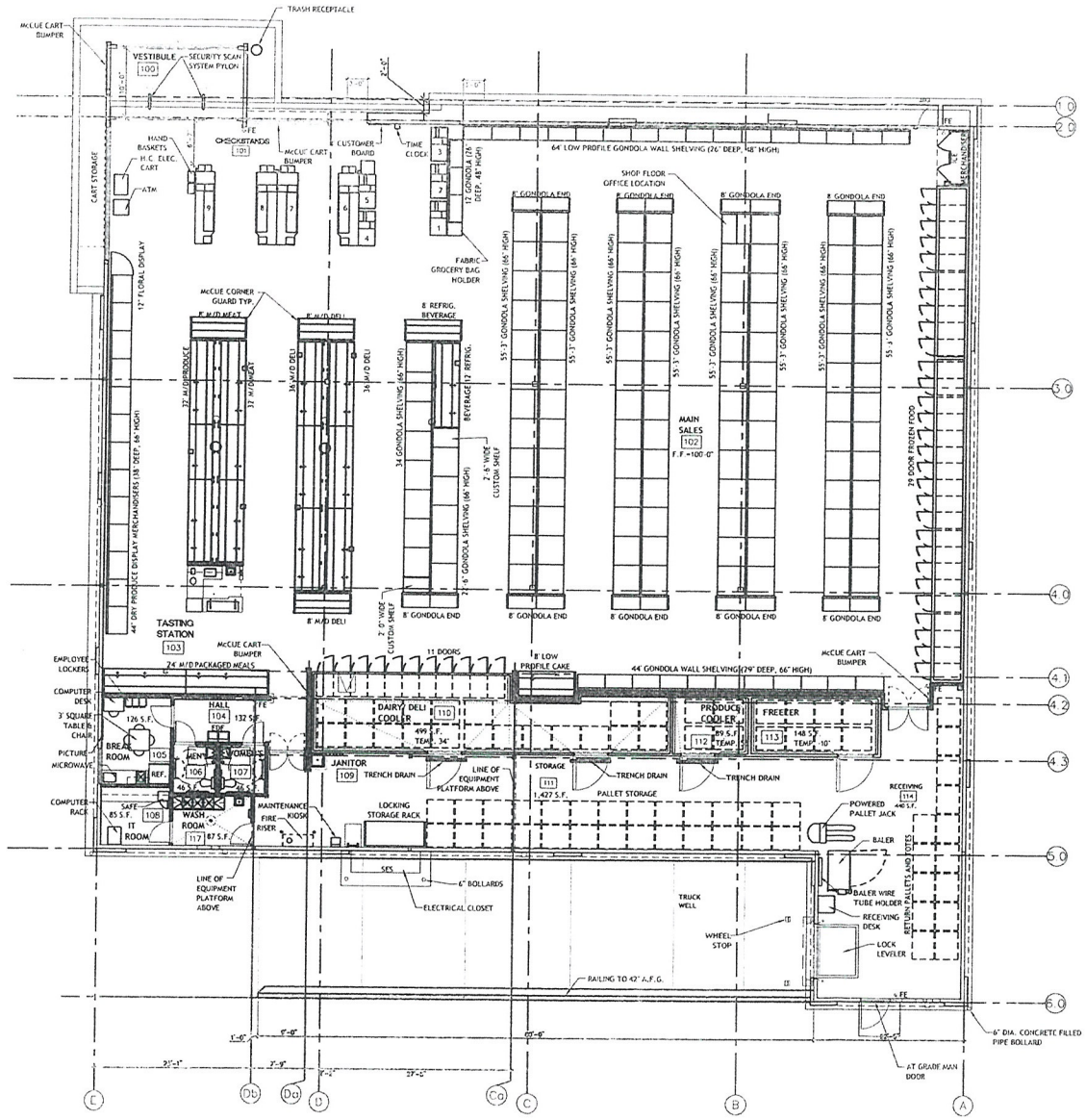
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PLANNING/ CUP		
CLIENT SUBMITTAL		
BLD'G PERMIT		
PERMIT REVS.		
PERMIT REVS. 2		
GENERAL BID		
ADDENDA		
CONSTRUCTION		

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SHEET TITLE:
SITE PLAN

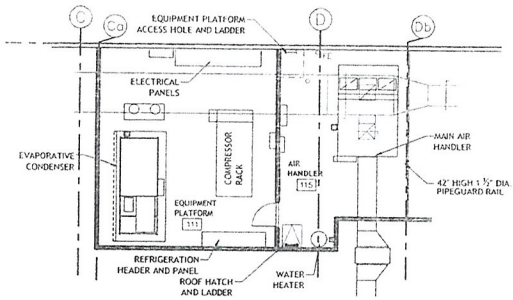
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CHECKED: JWJ
DATE: 10/11/2011
SCALE: 1" = 30'-0"
PROJECT #
SHEET #: SP1

EOT-43558



1 FIXTURE PLAN

1/8"=1'-0"



1 EQUIPMENT PLATFORM FIXTURE PLAN

1/8"=1'-0"

FIXTURE PLAN SUMMARY

STORE LOCATION:	GREEN VALLEY & HORIZON RIDGE			
City, State:	HENDERSON, NEVADA	Proposed	Prototype	Difference
Date:	11/12/2006			
BUILDING	Building Ground Floor (Sq. Ft.)	14,028	14,028	0
	Mezzanine / Basement (Sq. Ft.)	957	957	0
	TOTAL BUILDING (SQ.FT.)	14,985	14,985	0
	Sales Area (Sq.Ft.)	10,287	10,228	59
	SALES AREA / BLDG. GROUND FLOOR (%)	73.3%	72.9%	0.4%
	Backroom Area (Sq.Ft.)	3,741	3,741	0
	BACKROOM AREA / BLDG. GROUND FLOOR (%)	26.7%	26.7%	0.0%
SHELVING	Grocery Shelving (Deep)	336.66	435.50	-98.84
	Grocery Shelving (Standard)	112	90	22
	Alcohol Shelving (Deep)	62.66	62.00	0.66
	Bakery Shelving	44	44	0
	HBA Shelving	36	60	-24
	TOTAL SHELVING (LIN.FT.)	591	692	-101
CASES	Refrigerated Deli / Dairy	148	156	-8
	Refrigerated Produce	36	32	4
	Refrigerated Meat / Seafood	36	32	4
	Refrigerated Beer / Wine	12	12	0
	Refrigerated Bakery	8	8	0
	Frozen Foods (29 Doors)	73	80	-7
	TOTAL CASES (LIN.FT.)	313	320	-7
FIXTURES	Produce	44	44	0
	Floral	12	12	0
	TOTAL FIXTURES (LIN.FT.)	56	56	0
TOTAL LINEAR FOOTAGES (CASES, FIXTURES & SHLV'G)		960	1,068	-108
REFRIG.& FREEZER BOX'S	Dairy / Deli Cooler	499	497	2
	Produce Cooler	89	89	0
	Freezer	148	148	0
	TOTAL REFRIG./FREEZER STORAGE (SQ.FT.)	736	734	2
ROOMS	Breakroom	126	126	0
	IT Room	85	83	2
	Women's Restroom	46	75	-29
	Men's Restroom	46	46	0
	Washroom	75	46	29
	Hall	132	130	2
	TOTAL ROOM SIZES (SQ.FT.)	510	506	4

APPROVAL SIGNATURES

NAME:	DATE

REVISIONS

DELTA #	DESCRIPTION	DATE

0 4' 8' 16' 24' 32'

1/8"=1'-0"

NORTH

DRAKE
600 17TH STREET SUITE 3000
DENVER, COLORADO 80202
PH 303.825.8500
FAX 303.825.7500

JOHN W. JOHNSON, ARCHITECT
1137 NORTH MCDOWELL BLVD.
PETALUMA, CALIFORNIA 94954
(707)765.1660

FIXTURE PLAN

PECOS & OWENS
LAS VEGAS, NEVADA
CLARK COUNTY

RHL REVIEW	INITIAL	DATE
PLANNING/CUP		
CLIENT SUBMITTAL		
BLDG PERMIT		
PERMIT REV'S 1		
PERMIT REV'S 2		
GENERAL BID		
ADDENDA		

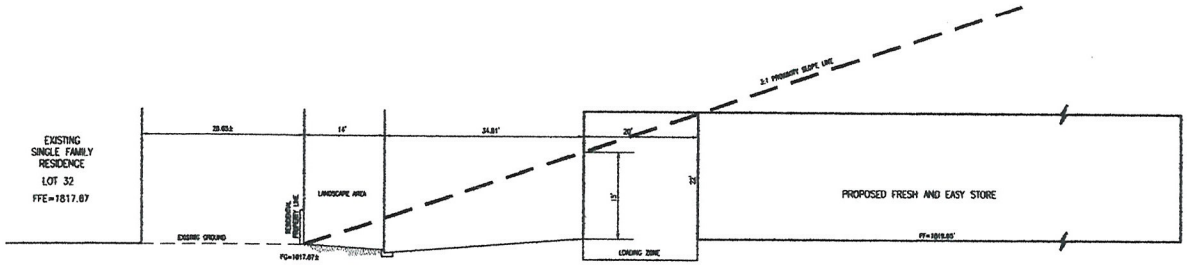
CONSTRUCTION:
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FIXTURE PLAN

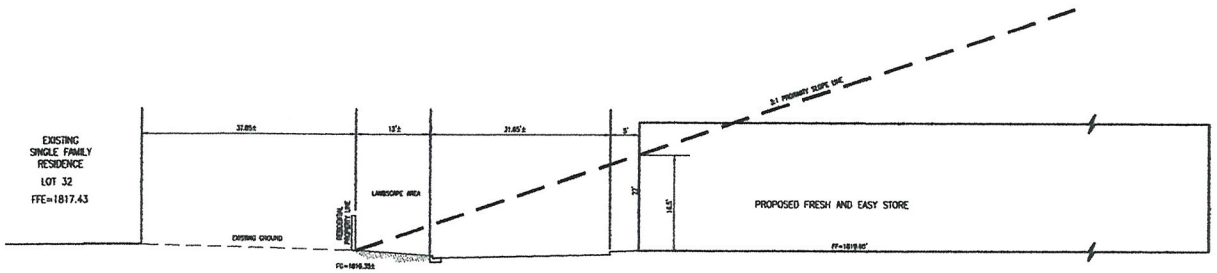
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PROJECT NO. 0506

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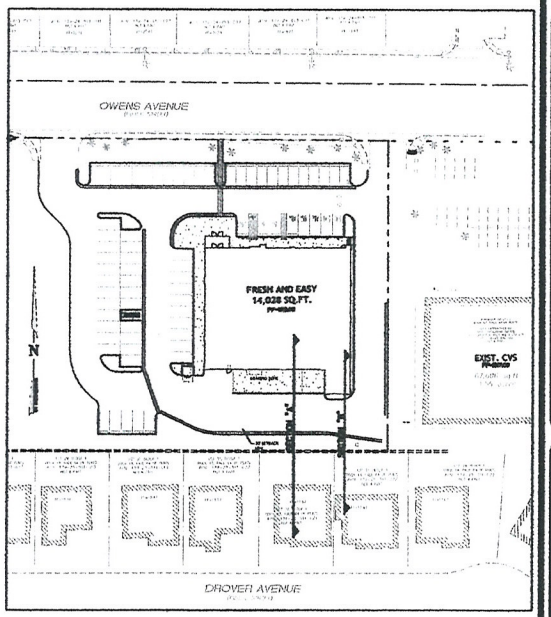
SECTION – "A"



SECTION – "B"



VICINITY MAP
NOT TO SCALE



SITE PLAN
SCALE: 1"=50'

GRAPHIC SCALE

10 0 5 10 20
0 1" 2" 3"
(IN FEET)
1 inch = 10 ft.

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DRAKE
936 SOUTH BROADWAY
DENVER, COLORADO 80209
PH: 303-629-9999
FAX: 303-825-1099

JOHN. W. JOHNSON
ARCHITECT
1137 NORTH McDOWELL BLVD.
PETALUMA, CALIFORNIA 94954
(707) 765.1660

EKN
ENGINEERING

fresh & easy

STORE NO. LV0000000000

RECOS AND OWENS
TESCO

EXHIBIT
CITY OF LAS VEGAS

REVISIONS

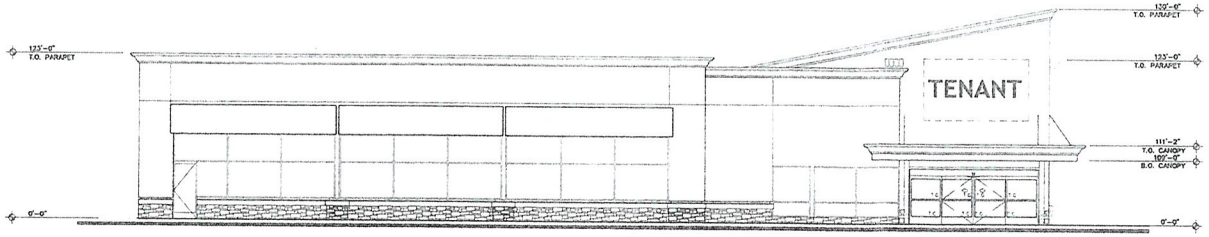
DESCRIPTION	BY	DATE

SHEET TITLE:
PROXIMITY SLOPES

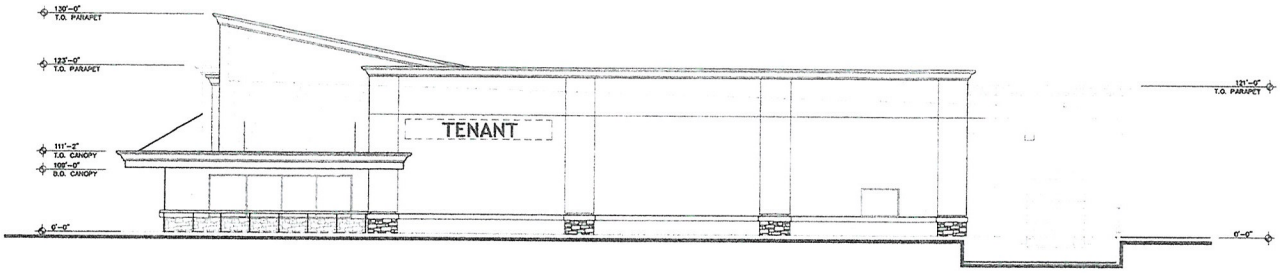
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CLIENT RELEASE DATE:			
CIVIL'S PROJ. NO.:			07-060
SHEET NO.:	2 OF 2	DRG. NAME:	C-1.1

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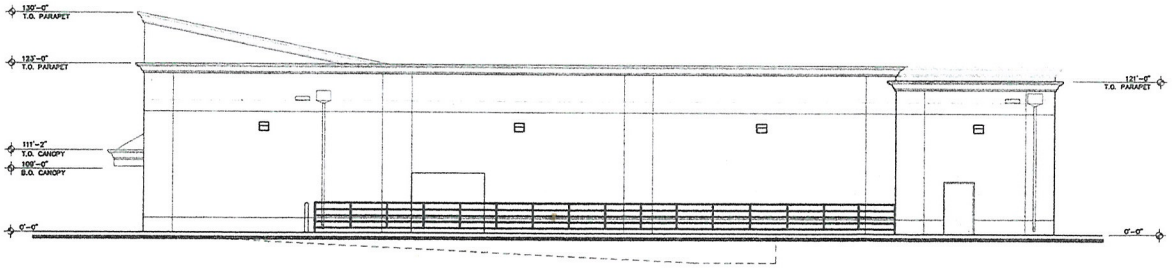
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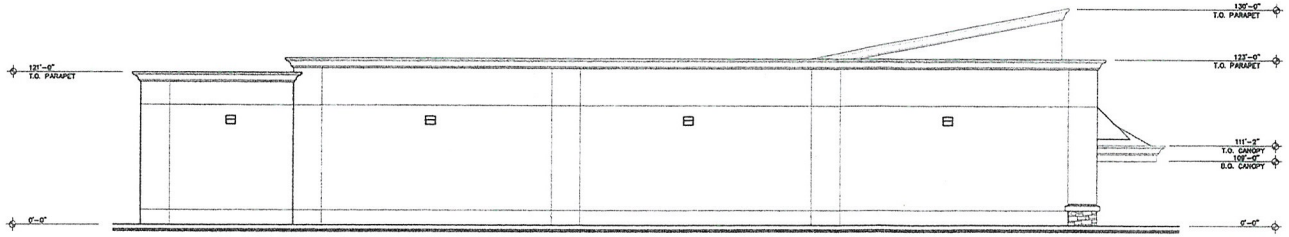
1 NORTH ELEVATION



2 WEST ELEVATION



3 SOUTH ELEVATION



4 EAST ELEVATION

1. G.C. TO VERIFY MOUNTING HEIGHT WITH ARCHITECT PRIOR TO INSTALLATION OF ALL PERIMETER LIGHTING (15'-0" A.F.G. TO TOP OF FIXTURE, U.N.O.)
2. ALL STUCCO TEXTURE IS TO BE LIGHT SAND FINISH
3. SOLID GROUT OR BOND BEAM SHALL BE PROVIDED WHERE NECESSARY FOR ALL CANOPY FRAMING/DOOR ATTACHMENTS WHERE NOT PREVIOUSLY SCHEDULED
4. GENERAL CONTRACTOR TO PROVIDE ADDRESS NUMBERS - COORDINATE SIZE, LOCATION AND BUILDING ACCEPTED BY LOCAL MUNICIPALITY
5. ROOF TOP MOUNTED MECHANICAL EQUIPMENT WILL BE COMPLETELY SCREENED
6. EXTERIOR SIGNS TO BE SUBMITTED UNDER SEPARATE REVIEW AND PERMIT

FINISH SCHEDULE

A. SHERWIN WILLIAMS #6125 "DELICIOUS BLUE"
B. SHERWIN WILLIAMS # 6127 "CAVE BACK"
C. SHERWIN WILLIAMS # 6212 "VERDANT"
D. SHERWIN WILLIAMS #6111 "SMOKEY TOPAZ"
E. SHERWIN WILLIAMS #6119 "ANTIQUE WHITE"
F. STOREFRONT SYSTEM - CLEAR ANODIZED

KEY NOTES

1. ALUMINUM STOREFRONT WINDOW SYSTEM - 1" INSULATED GLAZING WITH LOW 'E' COATING - FINISH CLEAR ANODIZED
2. AUTOMATIC SLIDING ENTRY / EXIT DOOR - SEE SPECIFICATIONS - CLEAR ANODIZED FINISH - SEE DOOR SCHEDULE
3. FOAM CORNICE
4. ALUMINUM STOREFRONT DOOR - CLEAR ANODIZED FINISH - SEE SPECIFICATIONS - SEE DOOR SCHEDULE
5. CULTURED STONE PRODUCTS COUNTRY LEDGESTONE CSV-2000T "CARAMEL"
6. STUCCO OVER C.M.U.
7. NOT USED
8. STUCCO OVER 5/8" EXTERIOR GRADE PLYWOOD ON 8" METAL STUDS AT 24" O.C. - SEE STRUCTURAL
9. NOT USED
10. CART STORAGE RAILING - 1½" DIAMETER PIPE RAIL TO 42" A.F.G.
11. AWNING - MATCH SHOPPING CENTER AWNING
12. STEEL OVERHEAD DOOR - SEE DOOR SCHEDULE
13. DOCK SEAL - SEE SPECIFICATIONS
14. NOT USED
15. HOLLOW METAL DOOR - SEE DOOR SCHEDULE
16. 8x12x16 C.M.U. WALL AT TRUCK WELL - SEE STRUCTURAL
17. NOT USED
18. NOT USED
19. NOT USED
20. NOT USED
21. G.C. TO PROVIDE AND INSTALL ADDRESS NUMBERS - G.C. TO COORDINATE THE ADDRESS NUMBER SIZE AND LOCATION WITH GOVERNMENTAL OFFICIALS
22. DASHED LINE INDICATES BOTTOM OF ROOF DECK ELEVATION - SEE STRUCTURAL
23. NOT USED
24. SIGN LOCATION - UNDER SEPARATE PERMIT - COORDINATE WITH OWNERS SIGN SUBCONTRACTOR - PROVIDE BLOCKING PER SIGN SUBCONTRACTOR
25. ROOF DRAIN AND OVER FLOW SCUPPER - SEE DETAILS D5, D6, D7 AND C8/AD5
26. ELECTRICAL CLOSET - SEE ELECTRICAL - PAINT CLOSET TO MATCH
27. NOT USED
28. 1 1/2" DIA. GALVANIZED PIPE GUARDRAIL 42" HIGH WITH (3) EQUALLY SPACED HORIZONTAL MEMBERS - PAINT TO MATCH WALL
29. FULLY SHIELDED EXTERIOR WALL MOUNTED LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS - MOUNT AT 15'-0" TO TOP OF FIXTURE
30. 6" BOLLARD. SEE 1/AD1

6400 "A" STREET SUITE 3000
DENVER, COLORADO 80211
PH: 303-825-6565
FAX: 303-825-7200

JOHN W. JOHNSON, ARCHITECT
1137 NORTH MCDOWELL BLVD.
PETALUMA, CALIFORNIA 94954
(707)765.1660

ELEVATIONS

PECOS & OWENS
LAS VEGAS, NEVADA
CLARK COUNTY

MARK	DATE	REVISION	BY

RHL REVIEW	INITIAL	DATE
PLANNING/CUP		
CLIENT SUBMITTAL		
BLDG PERMIT		
PERMIT REVS. 1		
PERMIT REVS. 2		
GENERAL BID		
ADDENDA		

CONSTRUCTION
Do not use drawing for construction unless initialed

SHEET TITLE
ELEVATIONS

DRAWN: KEY PACKAGE
DESIGNED: CONSTRUCTION
DATE: SCALE:
PROJECT ENGINEER: SHEET NO.
DR4D6010.0 A3

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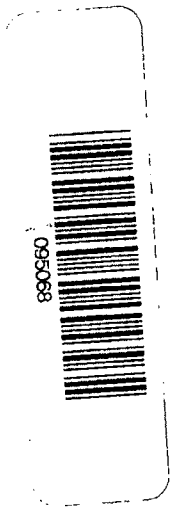
LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
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RICKI Y. BARLOW

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CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

October 19, 2007

Yaniv Efraim
Pecos Partners LLC
P.O. Box 530174
Henderson, Nevada 89053

RE: SUP-23593 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 17, 2007
RELATED TO VAR-23585, VAR-23588 AND SDR-23581

Dear Mr. Efraim:

The City Council at a regular meeting held October 17, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 2.57 acres adjacent to the south side of Owens Avenue, approximately 295 feet west of Pecos Road (APN 139-25-516-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 18, 2007. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Retail Establishment with Accessory Package Liquor Off-sale use, including parking requirements.

2. Conformance to the conditions for Site Development Plan Review (SDR-23581), Variance (VAR-23588), and Variance (VAR-23585) if approved.

3. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-23581), Variance (VAR-23588), and Variance (VAR-23585) shall be required.

4. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. The sale of individual containers of any size of beer or wine coolers 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.

EOT-43558

7. The sale of distilled alcohol shall be prohibited at this location.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

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. John Hardy
Drake Real Estate Services
496 South Broadway
Denver, Colorado 80209

Leni Skaar
Bradshaw & Associates
3753 Howard Hughes Parkway, Suite #200
Las Vegas, Nevada 89169

EOT-43558

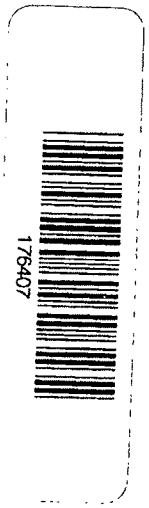
LAS VEGAS CITY COUNCIL

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



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

October 22, 2009

Mr. Faramarz Yousefzadeh
Pecos Partners, LLC
P.O. Box 15270
Las Vegas, NV 89114-5270

RE: EOT-35835 - 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-23593) FOR A PROPOSED RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGED LIQUOR OFF-SALE located on 2.67 acres located at 3489 East Owens Avenue (APN 139-25-516-002), C-1 (Limited Commercial) 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-23593) shall expire on October 17, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-23593) 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. Adam Mayfield
Fresh & Easy Neighborhood Market
2120 Park Place, Suite #200
El Segundo, CA 90245

Ms. Leni Skaar
Bradshaw & Associates
7464 West Sahara Avenue
Las Vegas, NV 89117

EOT-43558

Printed with environmentally friendly soy ink.

BRADSHAW & ASSOCIATES

Zoning • Variances
Special Use

A Land Use Consulting Company

October 13, 2011

Dear Madam or Sir,

On behalf of my client, Fresh & Easy Neighborhood Market, I am requesting a 2-year extension of time on EOT-35835, which was approved by the city council on October 21, 2009 and allows the sale of package beer/wine/coolers at 3489 Owens Avenue. The Assessors Parcel Number is 139-25-516-004.

Fresh & Easy Neighborhood Market has recently purchased this property from the previous owner, Pecos Plaza, and intends to open a grocery store on the site.

In response to market surveys, Fresh & Easy Neighborhood Market is in the process of remodeling other locations, to incorporate additional products and amenities for our customers. We are also researching the selection of foods available at nearby ethnic groceries, to determine how to better serve the residents of this area.

We ask for your support of our request and our commitment to this neighborhood.

Yours truly,

Leni Skaar

Leni Skaar

EOT-43558

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43603 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CM SAGEBRUSH 1-3082, LLC - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-9666) FOR A PROPOSED 3,710 SQUARE-FOOT SERVICE STATION WITHOUT INCIDENTAL AUTO REPAIR WITH AN ACCESSORY CAR WASH, A PROPOSED 5,504 SQUARE-FOOT TAVERN, AND A 3,600 SQUARE-FOOT RETAIL ELEMENT AND WAIVERS OF BUILDING PLACEMENT AND FOUNDATION LANDSCAPING REQUIREMENTS on 2.48 acres on the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

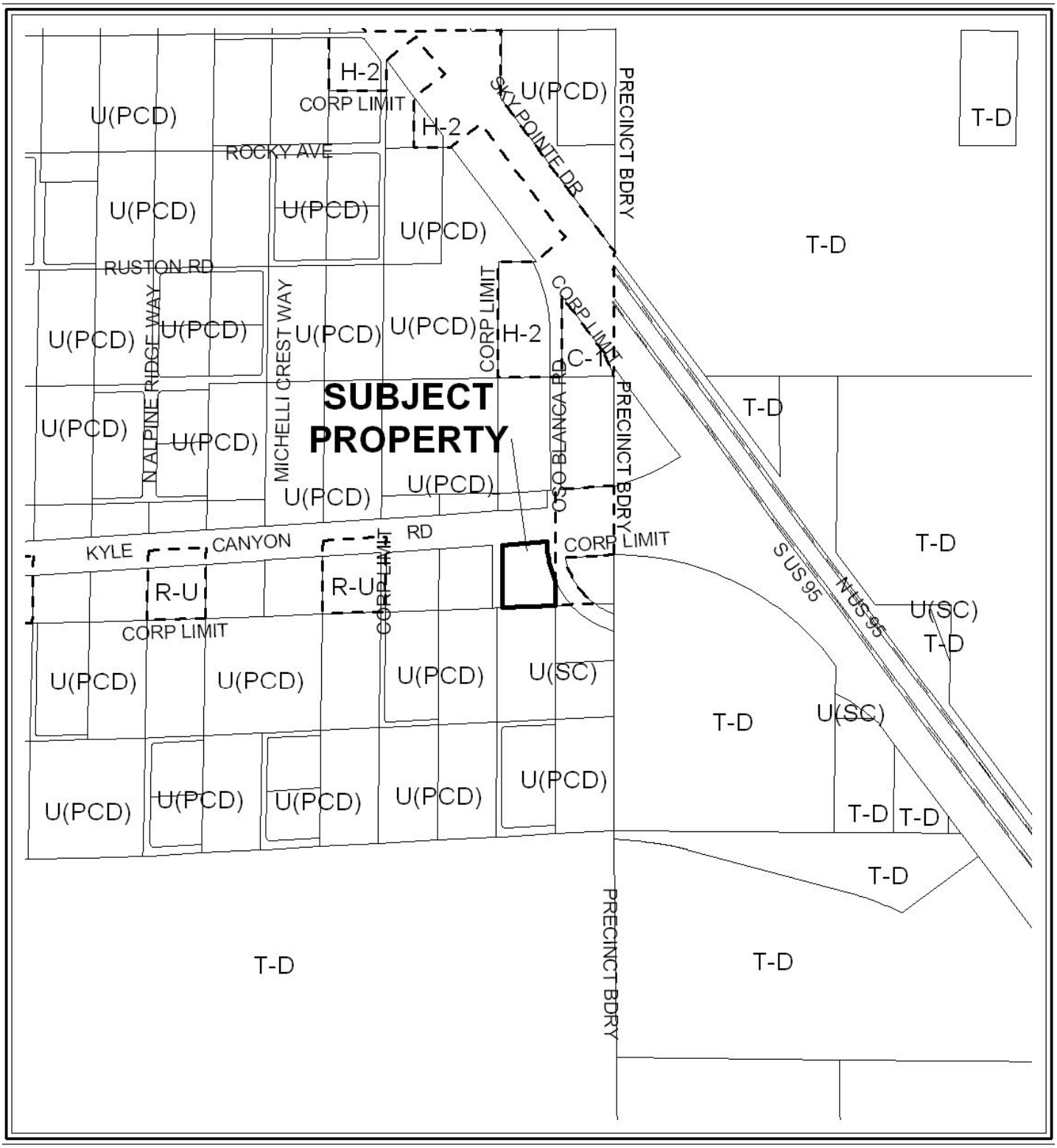
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - EOT-43603, EOT-43605 and EOT-43606
2. Conditions and Staff Report - EOT-43603, EOT-43605 and EOT-43606
3. Supporting Documentation
4. City Council Approval Letter for SDR-9666
5. City Council Approval Letter for EOT-36623
6. Justification Letter - EOT-43603, EOT-43605 and EOT-43606

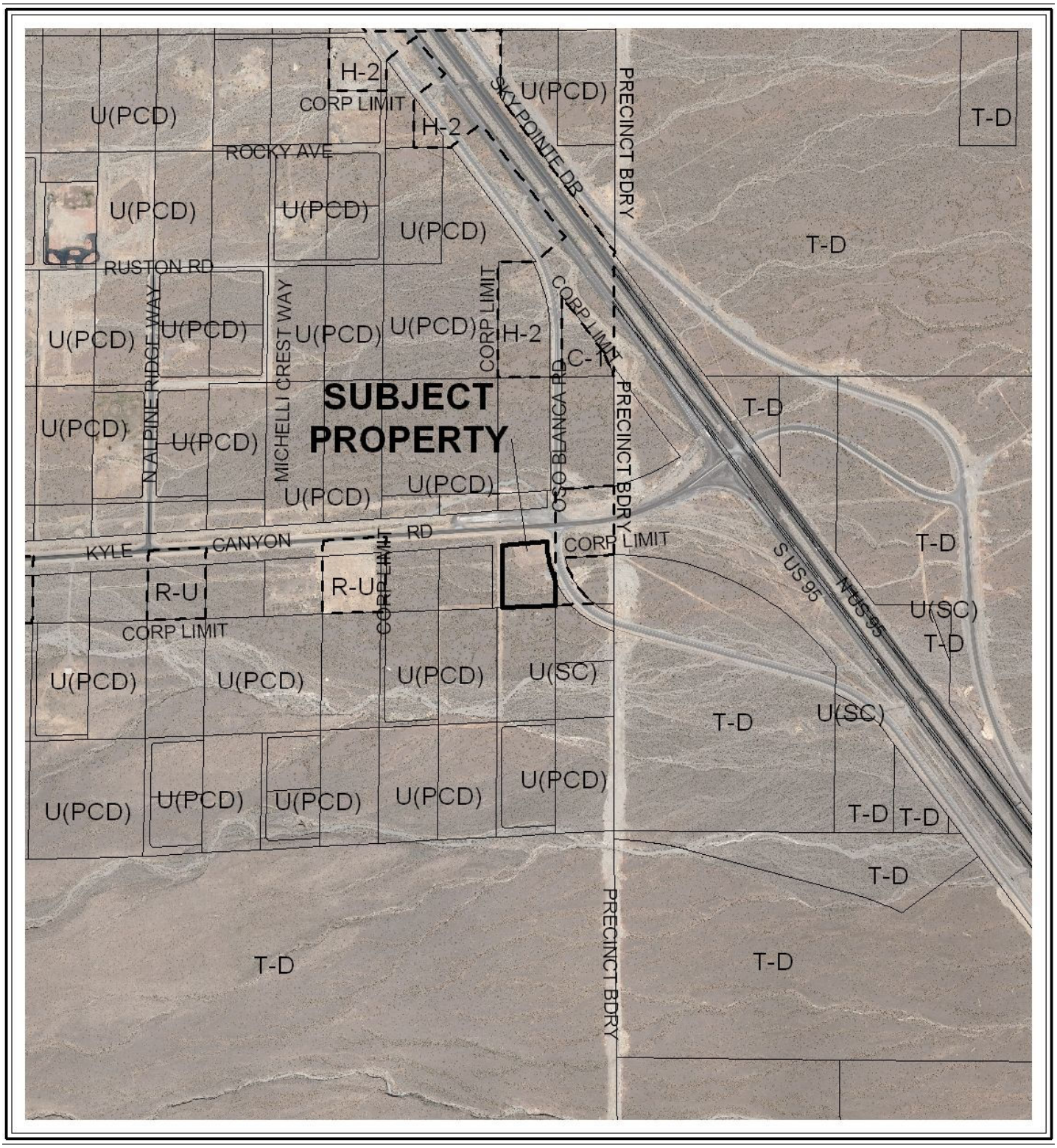


0 600 1200 Feet

CASE: EOT-43605 EOT-43606 EOT-43603

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 600 1200 Feet

CASE: EOT-43605 EOT-43606 EOT-43603

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 7, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CM SAGEBRUSH 1-3082, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43603 **EOT-43605** **EOT-43606**	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-43603 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-9666) shall expire on November 7, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-9666) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-43605 CONDITIONS

Planning

1. This Special Use Permit (SUP-9665) shall expire on November 7, 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-9665) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

EOT-43606 CONDITIONS

Planning

1. This Special Use Permit (SUP-9664) shall expire on November 7, 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-9664) and all other site related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Service Station with an accessory Car Wash, a proposed Tavern, and a Convenience Store with waivers of building placement and foundation landscaping requirements at the southwest corner of Oso Blanca Road and Kyle Canyon Road. No plans have been submitted for review nor have any building permits been issued for the proposed development. The applicant is requesting Extension of Times for the Site Development Plan Review (SDR-9666) and two Special Use Permits (SUP-9664 and SUP-9665) as they recently hired new property management who require additional time to gather pertinent information pertaining to the project. As the surrounding areas have not experienced any significant changes in land use or new development, staff is recommending approval with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/01/05	The City Council approved a request for a Petition to Vacate (ANX-5528) an area consisting of approximately 529 acres, generally located north of Iron Mountain Road and west of Hualapai Way. The Planning Commission and staff recommended approval. The Annexation became effective on 06/10/05.
11/07/07	The City Council approved a request for Rezoning (ZON-9662) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 2.48 acres at the southwest corner of Oso Blanca Road and Kyle Canyon Road. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Special Use Permit (SUP-9664) for a proposed Service Station.
	The City Council approved a related request for a Special Use Permit (SUP-9665) for a proposed Liquor Establishment (Tavern).
	The City Council approved a related request for a Site Development Plan Review (SDR-9666) for a proposed 3,710 square-foot Service Station without incidental auto repair with an accessory Car Wash, a proposed 5,504 square-foot Tavern, and a 3,600 square-foot Retail Element.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/09	The City Council approved a request for an Extension of Time (EOT-36622) of a previously approved Special Use Permit (SUP-9664) for a proposed Service Station at the southwest corner of Oso Blanca Road and Kyle Canyon Road. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-36618) of a previously approved Special Use Permit (SUP-9665) for a proposed Liquor Establishment (Tavern).
	The City Council approved a related request for an Extension of Time (EOT-36623) of a previously approved Site Development Plan Review (SDR-9666) for a proposed 3,710 square-foot Service Station without incidental auto repair with an accessory Car Wash, a proposed 5,504 square-foot Tavern, and a 3,600 square-foot Retail Element.

Most Recent Change of Ownership	
08/27/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any plans submitted for review, nor have any building permits been issued for the proposed development.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	2.48

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land-Proposed Service Station, Car Wash, Tavern with a Retail Element	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped Land	SC (Service Commercial)	U (Undeveloped) [SC (Service Commercial) General Plan Designation]
South	Undeveloped Land	SC (Service Commercial)	U (Undeveloped) [SC (Service Commercial) General Plan Designation]
East	Undeveloped Land	SC (Service Commercial)	U (Undeveloped) [SC (Service Commercial) General Plan Designation]
West	Undeveloped Land	PCD (Planned Community Development)	U (Undeveloped) [SC (Service Commercial) General Plan Designation]

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for Extension of Times of a previously approved Site Development Plan Review (SDR-9666) for a 3,710 square-foot Service Station without incidental auto repair with an accessory Car Wash, a proposed 5,504 square-foot Tavern, and a 3,600 square-foot Convenience Store with waivers of building placement and foundation landscaping requirements with two associated Special Use Permits (SUP-9664 and SUP-9665) for the Service Station and Tavern. No plans have been submitted for review nor have any building permits been issued for the proposed development.

Title 19.16.110 and 19.16.100 deems a Special Use Permit and Site Development Plan Review exercised upon the issuance of business license and a building permit for the principal structure.

FINDINGS

The Special Use Permits (SUP-9664 and SUP-9665) and Site Development Plan Review (SDR-9666) have not been exercised in accordance with the requirements of Title 19.16.110 and 19.16.100 as no business licenses or building permits have been issued for the proposed development. The applicant is requesting Extension of Times for the two Special Use Permits (SUP-9664 and SUP-9665) and Site Development Plan Review (SDR-9666) as they recently hired new property management who require additional time to gather pertinent information pertaining to the project. As the surrounding areas have not experienced any significant changes in land use or new development, staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Special Use Permits (SUP-9664 and SUP-9965) and Site Development Plan Review (SDR-9666) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43603** APN: 126-01-702-007

Name of Property Owner: CM Sagebrush 1-3082, LLC

Name of Applicant: CM Sagebrush 1-3082, LLC

Name of Representative: John Mariano

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: John Mariano, Manager

Subscribed and sworn before me

This 18th day of October, 2011

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ALISON CORMIER
Appt. No. 97-1803-1
My. Appt. Expires Dec. 7, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time - SDR 9666

Project Address (Location) SW corner Oso Blanco Road and Kyle Canyon Road

Project Name Sagebrush Cantina **Proposed Use** Tavern/Service Stn

Assessor's Parcel #(s) 126-01-702-007 **Ward #** 6

General Plan: existing _____ proposed x **Zoning:** existing _____ proposed x

Commercial Square Footage 6,444 sq. ft./3,826 sq. ft. **Floor Area Ratio** _____

Gross Acres 2.48 **Lots/Units** _____ **Density** _____

Additional Information waiver of building placement and foundation landscaping requirements

PROPERTY OWNER CM Sagebrush 1-3082, LLC **Contact** John Mariano

Address 6820 Antler Ct. **Phone:** (702) 656-4805 **Fax:** _____

City Las Vegas **State** NV **Zip** 89149

E-mail Address _____

APPLICANT CM Sagebrush 1-3082, LLC **Contact** John Mariano

Address 6820 Antler Ct. **Phone:** (702) 656-4805 **Fax:** _____

City Las Vegas **State** NV **Zip** 89149

E-mail Address _____

REPRESENTATIVE Martin & Allison Ltd. **Contact** Cheryl Bradford, Esq.

Address 3191 E. Warm Springs Rd., Bldg. 13 **Phone:** (702) 933-4444 **Fax:** (702) 933-4445

City Las Vegas **State** NV **Zip** 89120

E-mail Address cbradford@battlebornlaw.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 John Mariano

Subscribed and sworn before me

This 18th day of October, 20 11.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ALISON CORMIER
Appt. No. 97-1803-1
My. Appt. Expires Dec. 7, 2014

FOR DEPARTMENT USE ONLY

Case #	EOT-43603
Meeting Date:	cc (12-07-11)
Total Fee:	$ 300.00
Date Received:*	10-19-11
Received By:	JFmuniz

*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

DESIGN DATA

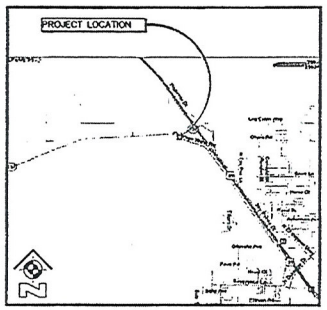
LOT AREA	115,323.96 SQUARE FEET ± (2.65 ACRES)
TAVERN	5,504 SQUARE FEET
C-STORE	3,710 SQUARE FEET (PLUS 1,300 S.F. CAR WASH)
RETAIL	3,600 SQUARE FEET
TOTAL BUILDING AREA	12,814 SQUARE FEET
LOT COVERAGE	11.11%

PARKING REQUIRED (CITY OF LAS VEGAS - TITLE 19.10)

TAVERN - PUBLIC 2,752 S.F./1:50 S.F. = 55.04 STALLS, NON-PUBLIC 2,752 S.F./1:200 S.F. = 13.76 STALLS
C-STORE - 3,710 S.F./1:250 S.F. = 14.84 STALLS
RETAIL - 3,600 S.F./1:175 S.F. = 20.57 STALLS
TOTAL STALLS REQUIRED = 104.21 OR 105 STALLS

PARKING PROVIDED

REGULAR STALLS	112 STALLS
ACCESSIBLE STALL	1 VAN STALL, 4 REGULAR STALLS
TOTAL SPACES	117 STALLS



NOTE:
THIS PLAN WAS PREPARED BASED ON INFORMATION FROM A CLARK COUNTY ASSESSOR'S PARCEL MAP AND WAS NOT PREPARED WITH THE BENEFIT OF A FIELD SURVEY. THE FINAL DESIGN SHALL BE ADJUSTED ACCORDINGLY BASED ON THE ACTUAL FIELD WORK COMPLETED.

KYLE CANYON

KYLE CANYON NOTE:
EXTENT OF RIGHT-OF-WAY IMPROVEMENTS SHALL BE PER THE NEVADA DEPARTMENT OF TRANSPORTATION REQUIREMENTS INCLUDING HALF STREET IMPROVEMENT AND DRIVEWAY REQUIREMENTS.

NEW 40.00 DRIVE

PROPERTY LINE

DECORATIVE GASOLINE CANOPY SHALL BE OF METAL WITH THE SAME STYLING AS THE BUILDINGS.

UNDERGROUND GASOLINE STORAGE TANKS

CAR WASH

C-STORE 3,710 SQUARE FEET

TRASH ENCLOSURE

126-01-702-007

NOT A PART
126-01-702-006
U (PCD) (CITY OF LAS VEGAS)

NEW 40.00 DRIVE

9 STALLS

PROPOSED RETAIL 3,600 SQUARE FEET

PROPOSED TAVERN 5,504 SQUARE FEET

BACK-OF-HOUSE

TRASH ENCLOSURE

PROPERTY LINE

13'x25' DELIVERY AREA AS REQUIRED PER CITY OF LAS VEGAS ZONING CODE. TYPICAL AT BOTH PAD AREAS.

NOT A PART
125-01-801-005
U (PCD) (CITY OF LAS VEGAS)

126-01-702-005

50.00 HALF STREET RIGHT-OF-WAY

PROPOSED SIGNAGE LOCATION, APPROVAL SHALL BE UNDER SEPARATE PERMIT, TYP. 24'h. PYLON SIGN AT CORNER, 6'h. MONUMENT SIGNAGE AT ENTRANCES, TYP.

HALF STREET IMPROVEMENTS SHALL BE PER CITY OF LAS VEGAS PUBLIC WORKS REQUIREMENTS AND STANDARD DRAWINGS. TYPICAL ALL STREETS UNLESS NOTED OTHERWISE (NOT R-O-W).

LANDSCAPE AREA. TYPICAL AS SHOWN THROUGHOUT SITE.

NEW 40.00 DRIVE

OSO BLANCA

RECEIVED
OCT 13 2011

Architectural Site Plan

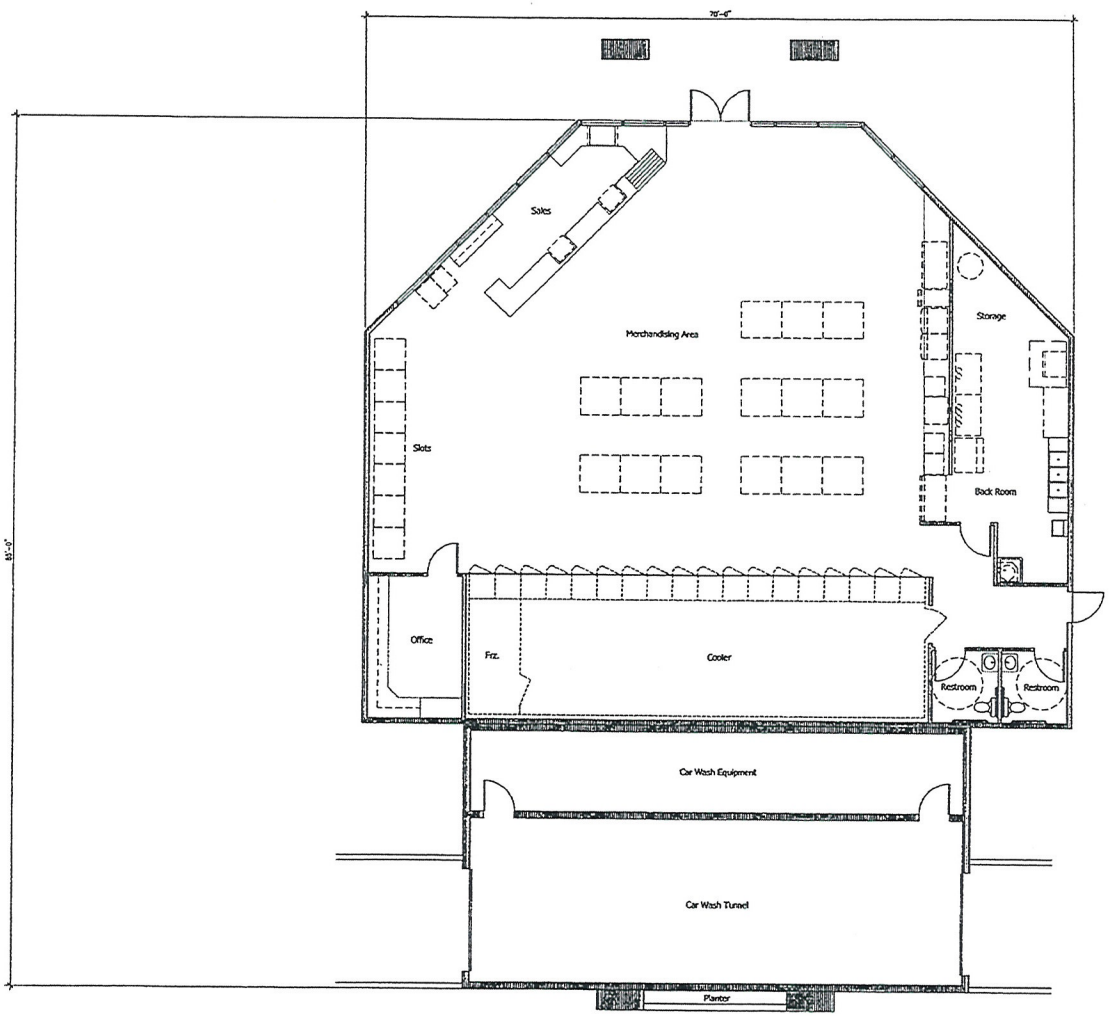
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BBDG Project No.: 5607A
Version 5 - Schematic Design

Land-Use Submittal Package
September 6, 2007

Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

EOT-43603
EOT-43605
EOT-43606



RECEIVED
OCT 18 2011

C-Store Floor Plan

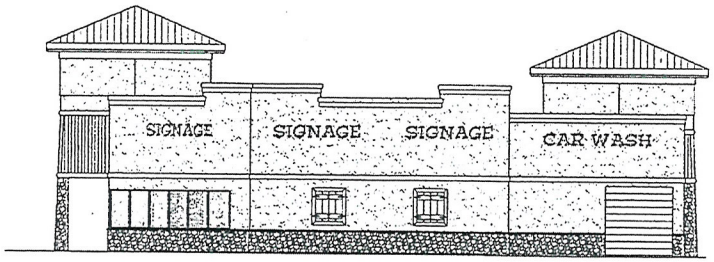
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BBDG Project No.: 5607A
Version 5

Land-Use Submittal Package
September 5, 2007

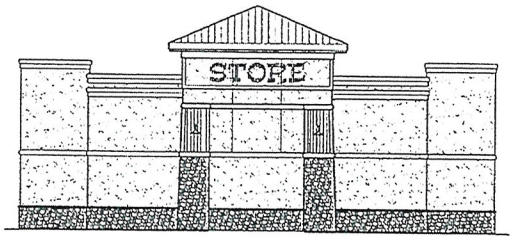
Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

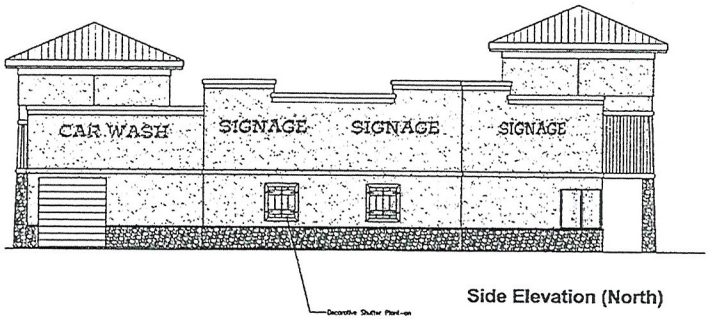
EOT-43603
EOT-43605
EOT-43606



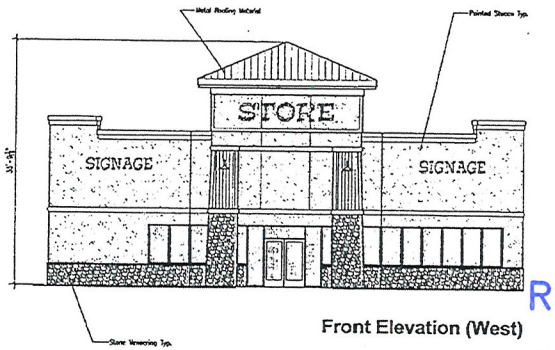
Side Elevation (South)



Rear Elevation (East)



Side Elevation (North)



Front Elevation (West)

RECEIVED
OCT 18 2011

C-Store Elevations

Scale: 1/8" = 1'-0"
BBDG Project No.: S607A
Version 5

Land-Use Submittal Package
September 5, 2007

Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

EOT-43603
EOT-43605
EOT-43606

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

December 5, 2007

Mr. Randy Black, Jr.
Sagebrush Cantina, LLC
8080-A West Sahara Avenue
Las Vegas, Nevada 89117

RE: SDR-9666 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO ZON-9662, SUP-9664 AND SUP-9665

Dear Mr. Black:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 3,826 SQUARE-FOOT SERVICE STATION AND A PROPOSED 6,444 SQUARE-FOOT TAVERN AND WAIVERS OF BUILDING PLACEMENT AND FOUNDATION LANDSCAPING REQUIREMENTS on 2.48 acres at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone]. NOTE: THIS DEVELOPMENT NOW CONSISTS OF A PROPOSED 3,710 SQUARE-FOOT SERVICE STATION WITHOUT INCIDENTAL AUTO REPAIR WITH AN ACCESSORY CAR WASH, A PROPOSED 5,504 SQUARE-FOOT TAVERN, AND A 3,600 SQUARE-FOOT RETAIL ELEMENT. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. A Rezoning (ZON-9662) to a C-1 (Limited Commercial) Zoning District, a Special Use Permit (SUP-9664) for a proposed Service Station, and a Special Use Permit (SUP-9665) for a proposed Liquor Establishment (Tavern) approved by the City Council.

2. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City of Las Vegas

3. All development shall be in conformance with the site plan and building elevations date stamped 10/09/07, except as amended by conditions herein.

4. Deleted at City Council.

EOT-43603

5. A Waiver from foundation landscaping requirements is hereby approved, to allow the foundation landscaping to be less than the required six foot minimum width.

6. A permanent underground sprinkler system shall be installed in all landscape areas as required by the City of Las Vegas and shall be permanently maintained in a satisfactory manner.

7. 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. The landscape plan shall include irrigation specifications.

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 Municipal Code Section 19.12.050.

10. Parking lot lighting standards shall be no more than 20 feet in height and shall utilize downward-directed lights. 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 Master Sign Plan shall be submitted for approval of the Centennial Hills Architectural Review Committee—Town Center (CHARC-TC) prior to the issuance of a Certificate of Occupancy for any building on the site and prior to the issuance of any sign permits.

12. Prior to the submittal of a building permit, 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.

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. The applicant will be required to provide a transit service turn out at the southwest corner of Kyle Canyon Road and Oso Blanca Road along Kyle Canyon Road. This turn out may be designed as an exclusive right-turn lane per the drawing provided by the Regional Transportation Commission.

15. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

16. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a. The proposed driveways accessing Kyle Canyon Road and Oso Blanca Road shall receive approval from the Nevada Department of Transportation.

17. Landscape and maintain all unimproved rights-of-way, if any, on Kyle Canyon Road and Oso Blanca Road adjacent to this site.

18. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Kyle Canyon Road and Oso Blanca Road public rights-of-way adjacent to this site prior to the issuance of any permits.

19. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-9662 and all other subsequent site-related actions.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. George Garcia
GC Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

EOT-43603

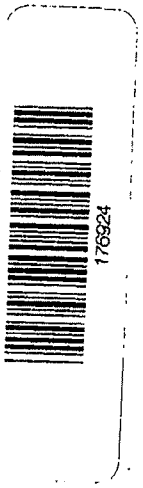
LAS VEGAS CITY COUNCIL

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



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

December 17, 2009

Mr. Pat Vassar
C M Sagebrush 1-3082, LLC
1291 Galleria Drive, Suite #220
Henderson, Nevada 89014

RE: EOT-36623 - EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 16, 2009

Dear Ms. Vassar:

The City Council at a regular meeting held December 16, 2009 APPROVED the request as referred to above. The Notice of Final Action was filed with the Las Vegas City Clerk on December 17, 2009. This approval is subject to:

Planning and Development

1. This Site Development Plan Review (SDR-9666) shall expire on November 7, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-9666) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Vicky Darling

Vicky Darling
Chief Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. George Garcia
G.C. Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

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EOT-43603

MARTIN & ALLISON LTD.

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

ROBERT D. MARTIN
NOAH G. ALLISON
CHERYL C. BRADFORD

DEBRA L. PIERUSCHKA
VIRGINIA T. TOMOVA*
*LICENSED IN UTAH

MICHELLE L. ALLISON
OF COUNSEL

3191 EAST WARM SPRINGS ROAD
LONGFORD PLAZA EAST, BUILDING 13
LAS VEGAS, NEVADA 89120 - 3147

TEL. (702) 933-4444
FAX. (702) 933-4445

www.battlebornlaw.com

October 17, 2011

City of Las Vegas
Department of Planning
Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada 89106

Re: C M Sagebrush 1-3082, LLC
SUP-9664 – Service Station
SUP 9665 – Liquor Establishment (Tavern)
SDR-9666 – Sagebrush Cantina

To whom it may concern:

This Justification Letter is being submitted on behalf of CM Sagebrush 1-3082, LLC ("Sagebrush") as part of their Application for Extension of Time with respect to the above-referenced entitlement applications (the "Applications").

This project ("Project") involves a proposed 6,444 square foot tavern with an adjacent 3,826 square foot service station on 2.48 acres at the southwest corner of Oso Blanco Road and Kyle Canyon Road (APN 126-01-702-007).

The Applications originally received conditional approval from the City Council on November 7, 2007, and were granted extensions of time on December 16, 2009. Since that time, the principals originally involved in the Project have engaged in wrongful and deceitful activities, which activities have been brought to the attention of the Nevada Attorney General, the U.S. Securities and Exchange Commission and the FBI. A copy of the letter sent to these agencies explaining the various deceitful and wrongful activities is attached hereto as **Exhibit 1**.

As a result of the wrongful activities of the original principals of the Project, pursuant to the Stipulated Settlement Agreement ("SSA") with the Mortgage Lending

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OCT 18 2011

EOT-43603
EOT-43605
EOT-43606

Division of the State of Nevada (included as part of Exhibit 1), our client, John Mariano, has been appointed as the manager of Sagebrush. As such, Mr. Mariano has every intention of proceeding with the development of this Project. However, the original principals have not cooperated in turning over the documentation relating to this Project as the SSA required them to do. Therefore, Mr. Mariano requests an extension of time for the Applications to allow him additional time to gain the information he needs in order to continue the development of the Project.

Sincerely,

Cheryl Bradford

Cheryl C. Bradford

CCB/ac

Approved by:

CM SAGEBRUSH 1-3082, LLC,
a Nevada limited liability company

By: _____
John Mariano, Manager

RECEIVED
OCT 18 2011

EOT-43603
EOT-43605
EOT-43606

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

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

SUBJECT:
EOT-43605 - EXTENSION OF TIME RELATED TO EOT-43603 - SPECIAL USE PERMIT - APPLICANT/OWNER: CM SAGEBRUSH 1-3082, LLC - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-9665) FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SUP-9665
4. City Council Approval Letter for EOT-36618

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-43605 APN: 126-01-702-007

Name of Property Owner: CM Sagebrush 1-3082, LLC

Name of Applicant: CM Sagebrush 1-3082, LLC

Name of Representative: John Mariano

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: John Mariano

Print Name: John Mariano, Manager

Subscribed and sworn before me

This 18th day of October, 20 11

Alison Cormier

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ALISON CORMIER
Appt. No. 97-1803-1
My. Appt. Expires Dec. 7, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time - SUP 9665

Project Address (Location) SW corner Oso Blanco Road and Kyle Canyon Road

Project Name Sagebrush Cantina **Proposed Use** Tavern

Assessor's Parcel #(s) 126-01-702-007 **Ward #** 6

General Plan: existing _____ proposed x **Zoning:** existing _____ proposed x

Commercial Square Footage 6,444 sq. ft. **Floor Area Ratio** _____

Gross Acres 2.48 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER CM Sagebrush 1-3082, LLC **Contact** John Mariano

Address 6820 Antler Ct. **Phone:** (702) 656-4805 **Fax:** _____

City Las Vegas **State** NV **Zip** 89149

E-mail Address _____

APPLICANT CM Sagebrush 1-3082, LLC **Contact** John Mariano

Address 6820 Antler Ct. **Phone:** (702) 656-4805 **Fax:** _____

City Las Vegas **State** NV **Zip** 89149

E-mail Address _____

REPRESENTATIVE Martin & Allison Ltd. **Contact** Cheryl Bradford, Esq.

Address 3191 E. Warm Springs Rd., Bldg. 13 **Phone:** (702) 933-4444 **Fax:** (702) 933-4445

City Las Vegas **State** NV **Zip** 89120

E-mail Address cbradford@battlebornlaw.com

Property Owner Signature* John Mariano

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John Mariano

Subscribed and sworn before me

This 18th day of October, 20 11.

Alison Cormier

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ALISON CORMIER
Appt. No. 97-1803-1
My. Appt. Expires Dec. 7, 2014

FOR DEPARTMENT USE ONLY

Case #	EOT-43605
Meeting Date:	cc (12-07-11)
Total Fee:	300.00
Date Received:*	10-19-11
Received By:	JFmurel

*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
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

December 5, 2007

Mr. Randy Black, Jr.
Sagebrush Cantina, LLC
8080-A West Sahara Avenue
Las Vegas, Nevada 89117

RE: SUP-9665 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO ZON-9662, SUP-9664 AND SDR-9666

Dear Mr. Black:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (Tavern) use.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-9662), Special Use Permit (SUP-9664), and Site Development Plan Review (SDR-9666).

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. Deleted at City Council.

6. Deleted at City Council.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-43605

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. George Garcia
GC Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

EOT-43605

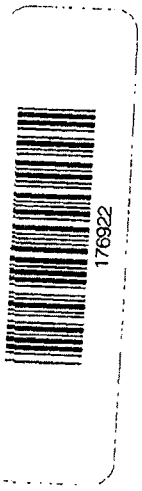
LAS VEGAS CITY COUNCIL

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ELIZABETH N. FRETWELL
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

December 17, 2009

Mr. Pat Vassar
C M Sagebrush 1-3082, LLC
1291 Galleria Drive, Suite #220
Henderson, Nevada 89014

RE: EOT-36618 - EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 16, 2009

Dear Ms. Vassar:

The City Council at a regular meeting held December 16, 2009 APPROVED the request as referred to above. The Notice of Final Action was filed with the Las Vegas City Clerk on December 17, 2009. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-9665) shall expire on November 7, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-9665) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Vicky Darling
Chief Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. George Garcia
G.C. Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

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EOT-43605

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43606 - EXTENSION OF TIME RELATED TO EOT-43603 AND EOT-43605 - SPECIAL USE PERMIT - APPLICANT/OWNER: CM SAGEBRUSH 1-3082, LLC - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-9664) FOR A PROPOSED SERVICE STATION at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SUP-9664
4. City Council Approval Letter for EOT-36622

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-43606 APN: 126-01-702-007

Name of Property Owner: CM Sagebrush 1-3082, LLC

Name of Applicant: CM Sagebrush 1-3082, LLC

Name of Representative: John Mariano

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: John Mariano

Print Name: John Mariano, Manager

Subscribed and sworn before me

This 18th day of October, 2011

Alison Cormier

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ALISON CORMIER
Appt. No. 97-1803-1
My. Appt. Expires Dec. 7, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time - SUP 9664

Project Address (Location) SW corner Oso Blanco Road and Kyle Canyon Road

Project Name Sagebrush Cantina **Proposed Use** Service Station

Assessor's Parcel #(s) 126-01-702-007 **Ward #** 6

General Plan: existing _____ proposed x **Zoning:** existing _____ proposed x

Commercial Square Footage 3,826 sq. ft. **Floor Area Ratio** _____

Gross Acres 2.48 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER CM Sagebrush 1-3082, LLC **Contact** John Mariano

Address 6820 Antler Ct. **Phone:** (702) 656-4805 **Fax:** _____

City Las Vegas **State** NV **Zip** 89149

E-mail Address _____

APPLICANT CM Sagebrush 1-3082, LLC **Contact** John Mariano

Address 6820 Antler Ct. **Phone:** (702) 656-4805 **Fax:** _____

City Las Vegas **State** NV **Zip** 89149

E-mail Address _____

REPRESENTATIVE Martin & Allison Ltd. **Contact** Cheryl Bradford, Esq.

Address 3191 E. Warm Springs Rd., Bldg. 13 **Phone:** (702) 933-4444 **Fax:** (702) 933-4445

City Las Vegas **State** NV **Zip** 89120

E-mail Address cbradford@battlebornlaw.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 John Mariano

Subscribed and sworn before me

This 18th day of October, 20 11.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ALISON CORMIER
Appt. No. 97-1803-1
My. Appt. Expires Dec. 7, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-43606
Meeting Date:	~~PC 10/~~ 12-07-11 CC
Total Fee:	300.00
Date Received:*	10-19-11
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.

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

November 9, 2007

Mr. Randy Black, Jr.
Sagebrush Cantina, LLC
8080-A West Sahara Avenue
Las Vegas, Nevada 89117

RE: SUP-9664 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO ZON-9662, SUP-9665 AND SDR-9666

Dear Mr. Black:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED SERVICE STATION at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for service station use.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-9662), Special Use Permit (SUP-9665), and Site Development Plan Review (SDR-9666).

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-43606

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. George Garcia
GC Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

EOT-43606

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

December 17, 2009

Mr. Pat Vassar
C M Sagebrush 1-3082, LLC
1291 Galleria Drive, Suite #220
Henderson, Nevada 89014

RE: EOT-36622 - EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 16, 2009

Dear Ms. Vassar:

The City Council at a regular meeting held December 16, 2009 APPROVED the request as referred to above. The Notice of Final Action was filed with the Las Vegas City Clerk on December 17, 2009. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-9664) shall expire on November 7, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-9664) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Vicky Darling

Vicky Darling
Chief Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. George Garcia
G.C. Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
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EOT-43606

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

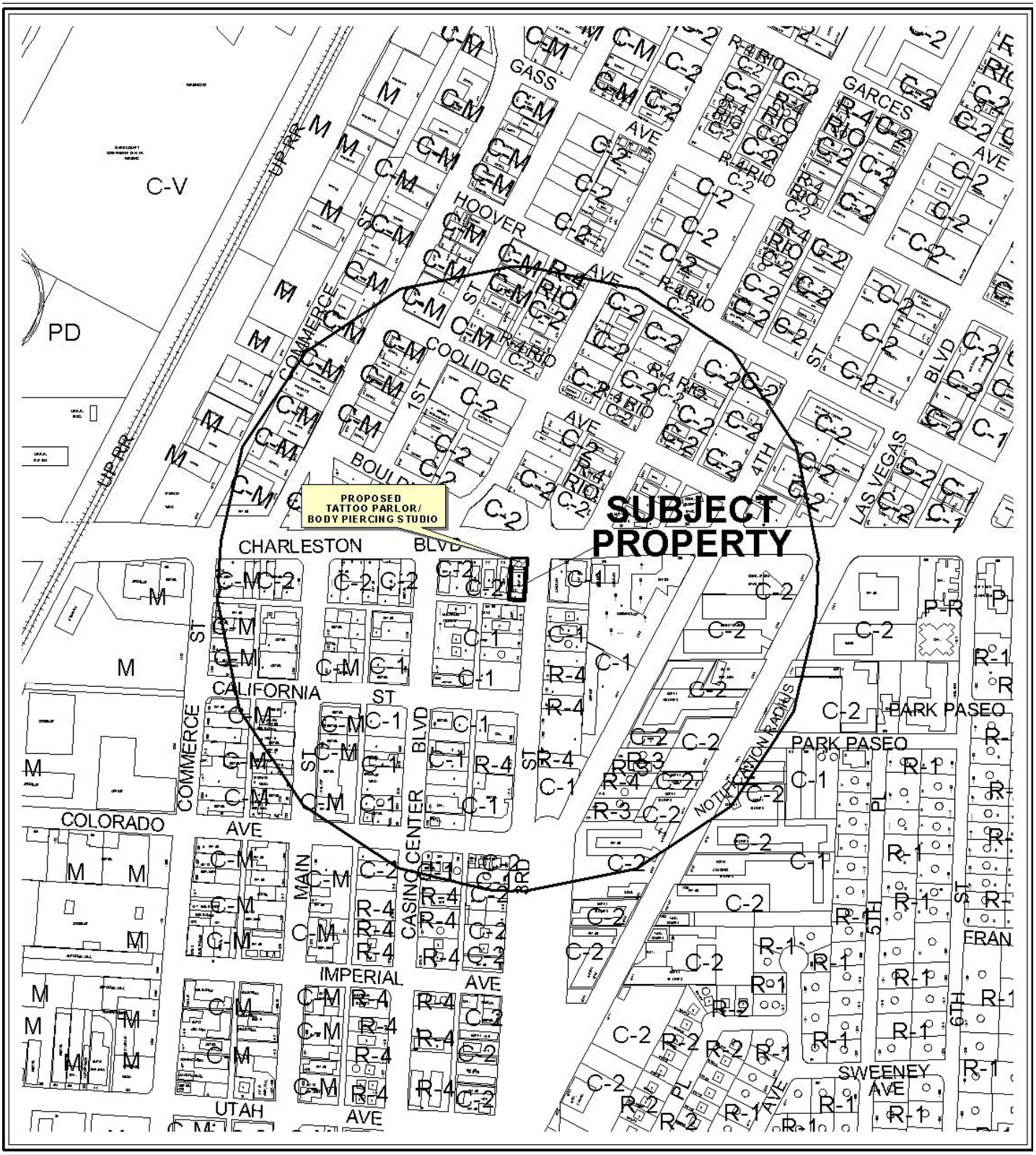
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42982 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DAVID TRAN - OWNER: 3RD & CHARLESTON, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,880 SQUARE-FOOT TATTOO PARLOR/BODY PIERCING STUDIO at 220 East Charleston Boulevard (APN 162-03-110-036), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**2**
City Council Meeting	**1**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Submitted after Final Agenda - Protest/Support Postcards
7. Backup referenced from the October 11, 2011 Planning Commission Meeting Items – SUP-42982



CASE: **SUP-42982**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **SUP-42982**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 7, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DAVID TRAN - OWNER: 3RD & CHARLESTON, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42982	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-42982 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Tattoo Parlor/Body Piercing Studio use.

2. Conformance to the approved conditions for Variance (V-0019-82) and Special Use Permit (SUP-41046).

3. A revised site plan shall be submitted to and approved by the Department of Planning, prior to approval of a business license, to include one van accessible handicapped parking space.

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 to allow a proposed Tattoo Parlor/Body Piercing Studio use within an existing 1,880 square-foot commercial building at 220 East Charleston Boulevard. The proposed use complies with all Title 19.12 requirements and can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses; therefore, staff recommends approval with conditions. If this application is denied, the proposed Tattoo Parlor/Body Piercing Studio use cannot be located within the subject property, nor can a business license be issued for this location.

ISSUES

- A Tattoo Parlor/Body Piercing Studio use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- One van accessible handicapped parking space shall be provided on site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/25/82	The Board of Zoning Adjustment approved a Variance (V-0019-82) to allow eight parking spaces for a proposed restaurant and other commercial uses where 22 parking spaces are required at this site. Staff recommended denial.
04/12/11	The Planning Commission approved a Special Use Permit (SUP-41046) for an Urban Lounge in an existing Antique/Collectible Store at 1106 South 3rd Street. Staff recommended approval.
10/11/11	The Planning Commission voted (4-0-2/rt, ts) to recommend APPROVAL (PC Agenda #12/jg).
11/16/11	The City Council voted to hold this item in abeyance to the December 7, 2011 City Council meeting.

Most Recent Change of Ownership	
04/06/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1953	The buildings at 1102 South 3rd Street were constructed.
05/14/03	A business license (C07-02982) was issued for a clothing store at 220 East Charleston Boulevard. The license was marked out of business on 10/29/08.

Related Building Permits/Business Licenses	
06/06/08	A business license (C07-03762) was issued for a clothing store at 220 East Charleston Boulevard. The license was marked out of business on 12/08/08.
11/10/09	A building permit (150950) was issued for a Non-work Certificate of Occupancy at 220 East Charleston Boulevard. The permit was finaled on 11/25/09.
11/16/09	A business license (S20-00529) was issued for a Secondhand dealer Class IV at 220 East Charleston Boulevard. The license was marked out of business on 11/08/10.
03/04/10	A business license (L26-00122) was issued for a Special Event Beer Wine at 220 East Charleston Boulevard. The license was marked out of business on 03/08/10.
03/30/10	A business license (L26-00122) was issued for a Special Event Beer Wine at 220 East Charleston Boulevard. The license was marked out of business on 04/05/10.

Pre-Application Meeting	
08/17/11	A pre-application meeting was held with the applicant, where the submittal requirements for a Special Use Permit were discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
09/01/11	During a field check staff noted a vacant commercial building, with building materials stored between two buildings and a parking lot with no van accessible parking space.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	General Retail Store Urban Lounge	C (Commercial)	C-2 (General Commercial)
North	Undeveloped	C (Commercial)	C-2 (General Commercial)
South	Office, Other than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)
East	Church/House of Worship	C (Commercial)	C-1 (Limited Commercial)
West	Office, Other than Listed	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (18b Las Vegas Arts District)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
3rd Street	Secondary Collector	Master Plan of Streets and Highways	80	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
General Retail Store	3,225 SF	1/300 SF	11				
Urban Lounge	1,160 SF	N/A	N/A				
General Retail Store (To Be Removed)	(-1,880 SF)	1/300 SF	(-7)				
Tattoo Parlor/Body Piercing Studio (To Be Added)	1,880 SF	1/250 SF	8				
TOTAL SPACES REQUIRED			12		6		Y
Regular and Handicap Spaces Required			11	1	5	1	Y

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

ANALYSIS

A Tattoo Parlor/Body Piercing Studio use is defined per Title 19.18.020 as "an establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of one or more of the following:

1. The placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances which result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.

2. The creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration. This term does not include a permanent makeup establishment."

The proposed Tattoo Parlor/Body Piercing Studio use requires approval of a Special Use Permit within a C-2 (General Commercial) zoning district. The subject site is located in the Downtown Centennial Plan (18b Las Vegas Arts District); Live/Work Overlay District and the Las Vegas Redevelopment Plan Area. The submitted site plan depicts six parking spaces; none of the parking spaces meet Title 19 handicapped parking requirements. A condition has been added that a revised site plan shall be submitted to and approved by the Department of Planning, prior to approval of a business license, to include one van accessible handicapped parking space.

The proposed use will not have a negative impact on the Master Plan and Special Purpose and Overlay District if approved. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses; therefore, staff recommends approval.

FINDINGS (SUP-42982)

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 Tattoo Parlor/Body Piercing Studio use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site is physically suitable for the type of land use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from 3rd Street. This street is of sufficient size to accommodate the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections.

5. The use meets all of the applicable conditions per Title 19.12.

There are no minimum requirements associated with the proposed Tattoo Parlor/Body Piercing Studio use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 27

NOTICES MAILED 132 (By City Clerk)

APPROVALS 2

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42982** APN: 162-03-110-036

Name of Property Owner: 3rd & CHARLESTON LLC

Name of Applicant: DAVID TRAN

Name of Representative: The Equity Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Steven Fazekas

Print Name: ~~STEPHEN~~ STEVEN FAZEKAS

Subscribed and sworn before me

This 19 day of August, 2011

K. Denning

Notary Public in and for said County and State

K. DENNING
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp. Sept. 20 2012
Certificate No: 04-92073-1

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AUG 24 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: DAVID TRAN

Project Address (Location) 220 E CHARLESTON NV.

Project Name UMBRELLA STUDIOS **Proposed Use** TATTOO / ART GALLERY

Assessor's Parcel #(s) 162051100 36 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage 2000 sq/ft **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER 3rd & CHARLESTON LLC **Contact** 702 491-6822

Address 8367 W. FLAMINGO STE 201 **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89147

E-mail Address _____

APPLICANT DAVID TRAN **Contact** 702-606-0126

Address 5509 EVERGREEN AVE **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address _____

REPRESENTATIVE The Equity Group **Contact** Cherise Holley

Address 8367 W. Flamingo Rd #201 **Phone:** 796-5500 x516 **Fax:** 796-5525

City Las Vegas **State** NV **Zip** 89147

E-mail Address cholley@teglv.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name STEVEN FAZEKAS

Subscribed and sworn before me

This 19 day of August, 20 11.

_____

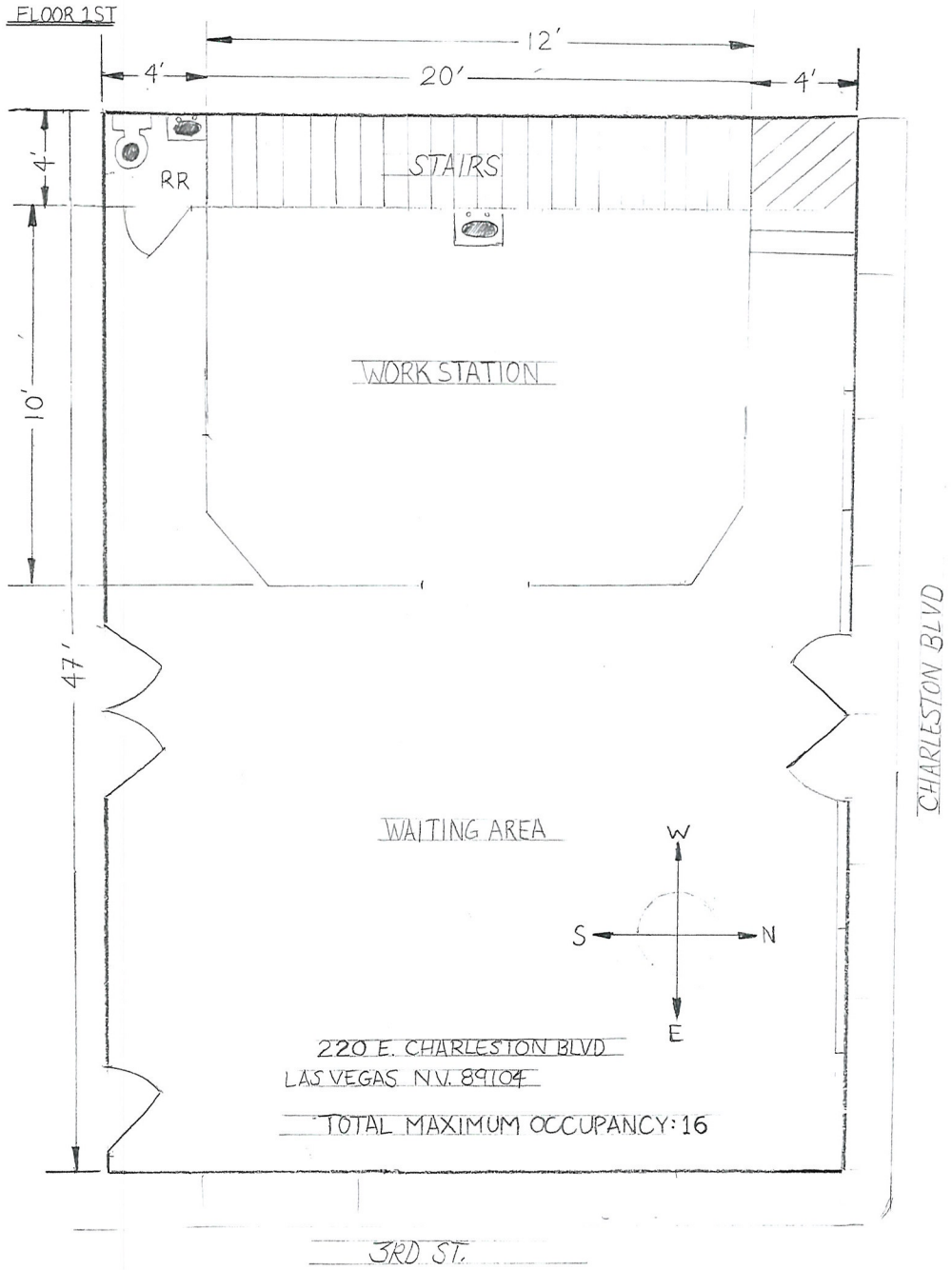
Notary Public in and for said County and State

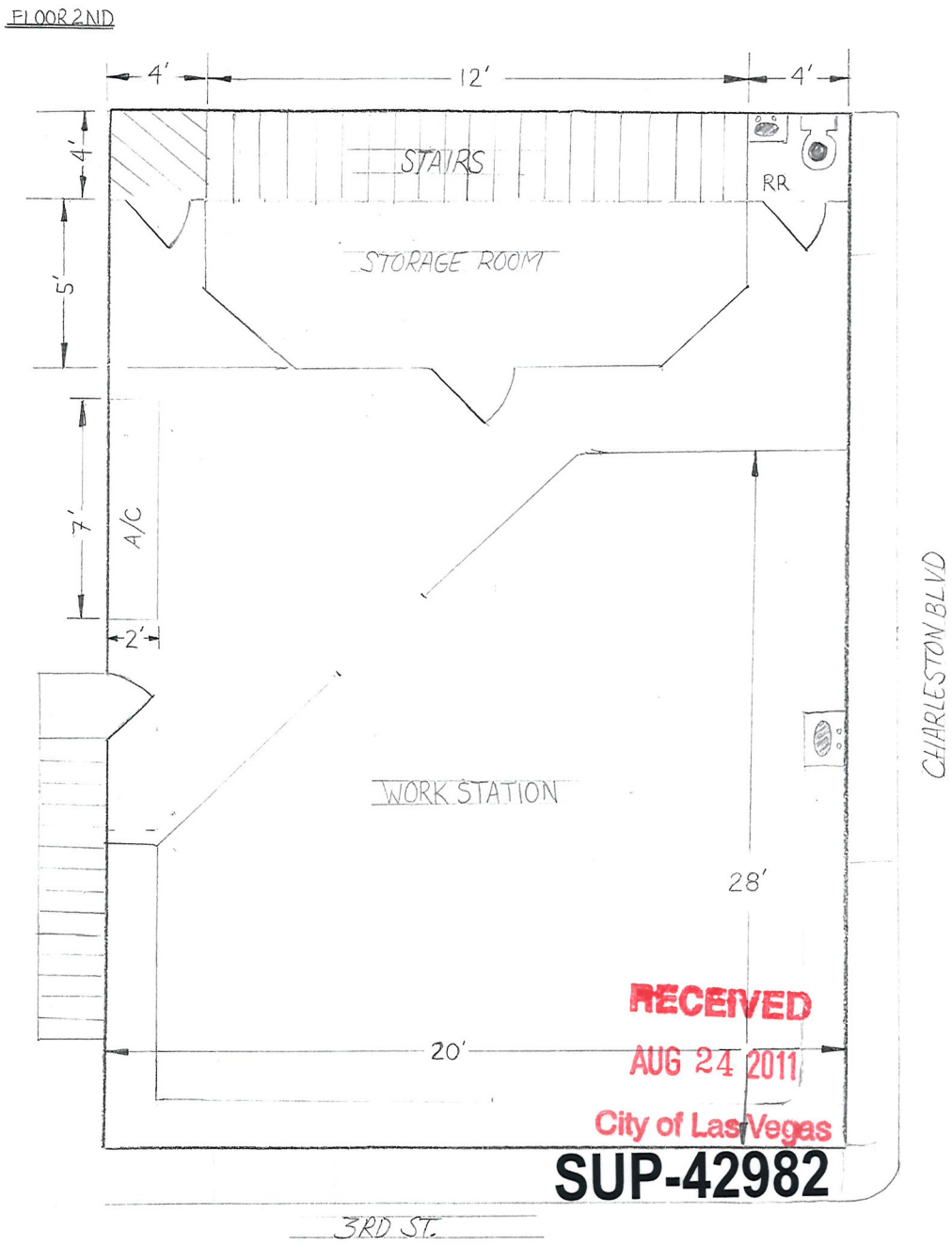
K. DENNING
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp. Sept. 20 2012
Certificate No: 04-92073-1

FOR DEPARTMENT USE ONLY

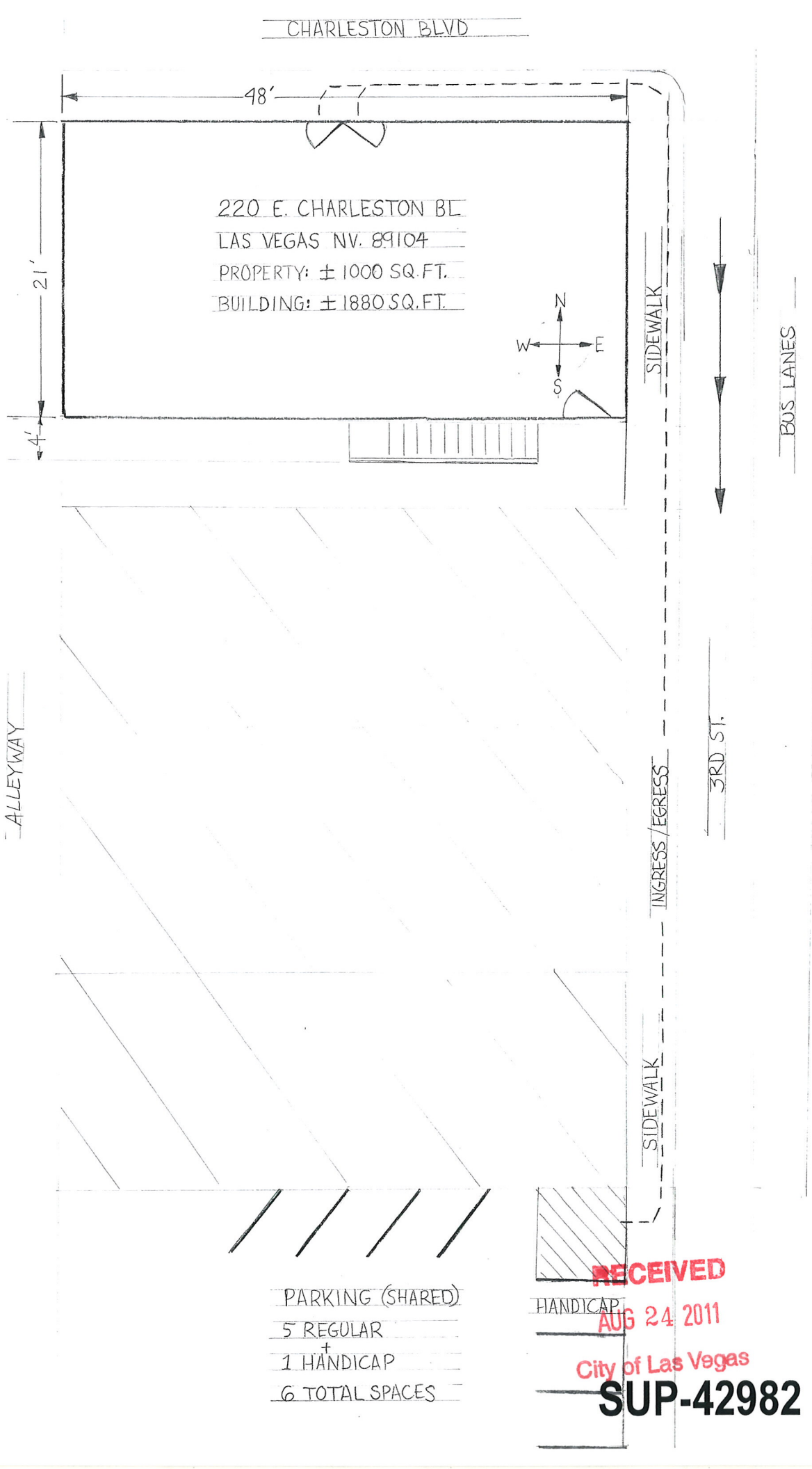
Case #	SUP-42982
Meeting Date:	10-11-11
Total Fee:	1080
Date Accepted:	8-23-11
Accepted By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.





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SUP-42982



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City of Las Vegas
SUP-42982



SUP-42982 - APPLICANT: DAVID TRAN - OWNER: 3RD & CHARLESTON, LLC
220 EAST CHARLESTON BOULEVARD

09/01/11



SUP-42982 - APPLICANT: DAVID TRAN - OWNER: 3RD & CHARLESTON, LLC
220 EAST CHARLESTON BOULEVARD

09/01/11



SUP-42982 - APPLICANT: DAVID TRAN - OWNER: 3RD & CHARLESTON, LLC
220 EAST CHARLESTON BOULEVARD

09/01/11



SUP-42982 - APPLICANT: DAVID TRAN - OWNER: 3RD & CHARLESTON, LLC
220 EAST CHARLESTON BOULEVARD

09/01/11



SUP-42982 - APPLICANT: DAVID TRAN - OWNER: 3RD & CHARLESTON, LLC
220 EAST CHARLESTON BOULEVARD

09/01/11

August 22, 2011

Justification Letter

I David Tran is requesting to establish a Tattoo Studio/ Art Gallery at the property located at 220 E. Charleston Blvd. I am currently Licensed as a tattoo operator with the Southern Nevada Health District and is in good standing. Upon opening this studio, I intend on employing four additional artist whom are also residents of Las Vegas and licensed tattoo operators in the state of Nevada. By providing locals and tourist a tattoo studio rather than a tattoo parlor, I'll create an environment suitable for anyone who want custom art. Las Vegas Art District has the sort of excitement and culture that I plan on supporting by bringing new ideas and curbing any stigmas that is attached to tattoo establishments. Hours of operation will be from 10am to 7pm, Monday thru Saturday.

David Tran

220 E. Charleston Bl.

Las Vegas NV, 89014

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AUG 24 2011
City of Las Vegas

8/22/11

SUP-42982

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

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CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-42982 - APPLICANT: DAVID TRAN - OWNER: 3RD & CHARLESTON, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***OCTOBER 11, 2011*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***OCTOBER 10, 2011***.

Signature

10/11/11
Date

DAVID TRAN
Please Print Name

3rd & CHARLESTON
Company Name

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OCT 11 2011

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

Submitted after final agenda
Date 10-11-2011 Item 12/12

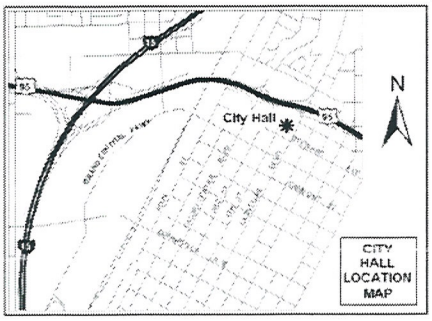
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42982

Planning Commission Meeting of 10/11/2011

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P O BOX 60160
RENO NV 89506-0003 895

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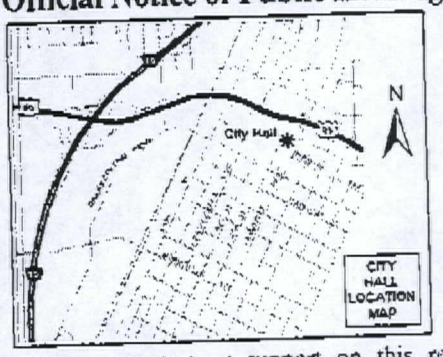
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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42982

Planning Commission Meeting of 10/11/2011

Case: SUP-42962

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NEW YORK NY 10014-3646 10014-3646

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42982

Planning Commission Meeting of 10/11/2011

Case: SUP-42982

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CAVIGLIA DENNIS G & C M MARTL TR
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%D HECKETHORN
4181 SQUAW CREEK CT
LAS VEGAS NV 89120-3872 89120-3872

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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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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42982

Planning Commission Meeting of 10/11/2011

Case: SUP-42982

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ART CENTRAL L L C
%G DOWNES
1600 NATIONAL AVE
SAN DIEGO CA 92113-1009 92113-1009

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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.

SUP-42982
City Council Meeting of 11/16/2011

B H M INVESTMENTS INC
400 S MARYLAND PKWY
LAS VEGAS NV 89101-7244

APN#16203110068

30 JRDGN11 89101

Date 11/10/11 Item 68

City of Las Vegas

Office Of The City Clerk

400 Stewart Avenue
Las Vegas, Nevada 89101

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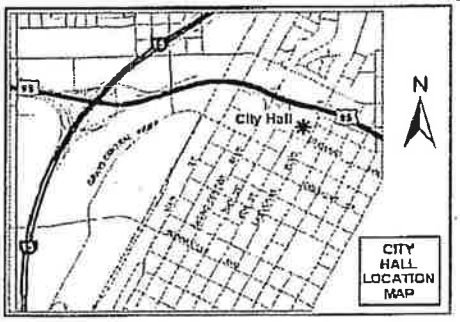
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Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42982

City Council Meeting of 11/16/2011

CAVIGLIA DENNIS G & C M MARTL TR
HECKETHORN LIVING TRUST
%D HECKETHORN
4181 SQUAW CREEK CT
LAS VEGAS NV 89120-3872

APN#13934410099

AD JRDGNLL 89120

Date 11/16/2011 Item 68
W-3

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

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Official Notice of Public Hearing

CITY CLERK

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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42982
City Council Meeting of 11/16/2011

ART CENTRAL L L C
%G DOWNES
1600 NATIONAL AVE
SAN DIEGO CA 92113-1009

APN#16203105002

98 JRDCN11 92113

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNIL MEETING OF: DECEMBER 7, 2011

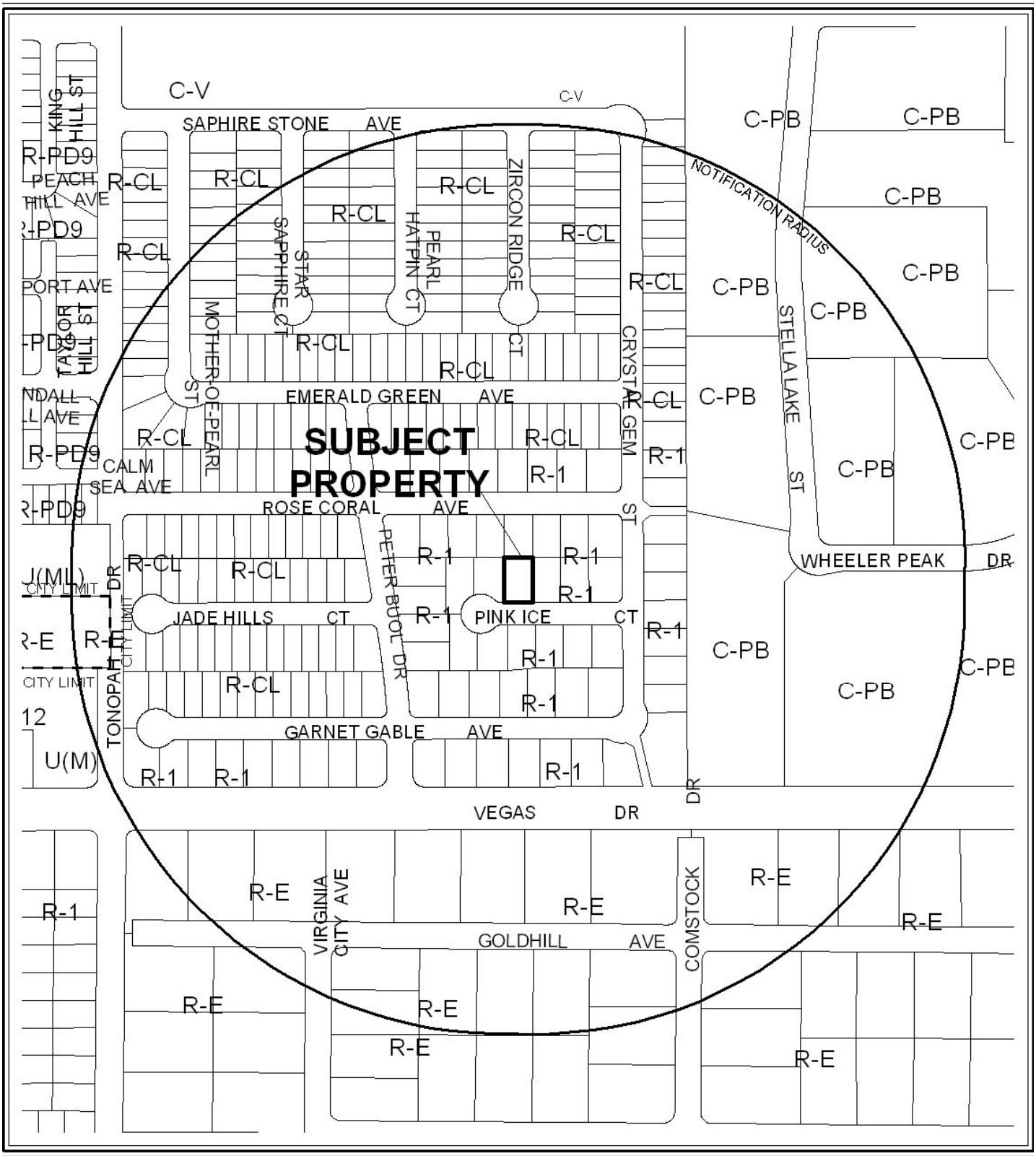
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-43315 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: GUOLIANG PANG - For possible action on an Appeal of a Denial by the Planning Commission on a request for a Variance FOR A PROPOSED FRONT YARD PATIO COVER, AN EXISTING REAR YARD PATIO COVER AND FOUR EXISTING ACCESSORY STRUCTURES (CLASS II) WITH A COMBINED FLOOR AREA OF 1,659 SQUARE FEET WHERE 635 SQUARE FEET IS ALLOWED AND THAT ARE NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE PRINCIPAL DWELLING UNIT (STUCCO); TO ALLOW A ZERO-FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED; A ZERO-FOOT SIDE AND REAR YARD SETBACK WHERE THREE FEET IS REQUIRED; SEPARATION DISTANCES OF ZERO, 2.5 AND THREE FEET BETWEEN EXISTING ACCESSORY STRUCTURES AND THE MAIN BUILDING WHERE SIX FEET IS REQUIRED; AN ACCESSORY STRUCTURE WITH A GREATER HEIGHT (16.5 FEET) THAN THE PRINCIPAL DWELLING UNIT (14 FEET); AND 59% LOT COVERAGE WHERE 50% IS ALLOWED on 0.15 acres at 1912 Pink Ice Court (APN 139-21-410-038), R-1 (Single Family Residential) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Appeal Letter – Submitted by Gouliang Pang
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Backup referenced from the November 8, 2011 Planning Commission Meeting Item – VAR-43315



0 300 600 Feet

CASE: VAR-43315

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 300 600 Feet

CASE: VAR-43315

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 7, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GUOLIANG PANG

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-43315	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

VAR-43315 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
December 7, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant installed several accessory structures, carports and patio covers without the required building permits and not to minimum Title 19 standards and was cited by City of Las Vegas Code Enforcement. To address the citations, the applicant is applying for an eleven-part variance to allow the structures to remain. The property is located at 1912 Pink Ice Court and is an R-1 (Single Family Residential) zoned property. If approved, the existing stucco residence will be surrounded by metal fabricated structures that are not aesthetically compatible with the neighborhood and negatively impact the residential nature of the area. In addition, the applicant has presented no evidence of a unique or extraordinary circumstances pursuant to Title 19.16.140(B)2 for granting a variance; therefore, staff recommends denial of all requests. If denied, the structures added without building permits and not meeting minimum setback requirements shall be removed.

ISSUES

A Variance is needed for the following deviations from Title 19.06:

- To allow a zero-foot front yard setback where 20 feet is required for an existing 354 square-foot carport;
- To allow a 59% lot coverage where 50% is the maximum allowed in a residential district;
- To allow Accessory Structures (Class II) to cover 28% more square footage than the 50% primary structure square-footage permits;
- To allow a zero-foot side yard setback where three feet is required for an existing 720 square-foot Accessory Structure (Class II);
- To allow a zero-foot side yard setback where three feet is required for an existing 315 square-foot Accessory Structure (Class II);
- To allow a zero-foot rear yard setback where three feet is required for an existing 270 square-foot Accessory Structure (Class II);
- To allow a zero-foot, two and one-half foot, and three-foot building separation where a minimum six feet is required.
- To allow an accessory structure to be two and one-half foot taller than the principal dwelling; and
- To allow building material that is not aesthetically compatible (metal) with the principal dwelling (Stucco).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/20/95	The City Council approved a Rezoning (Z-0096-95) to R-1 (Single Family Residence) on the subject site as part of a larger request. The Planning Commission and staff recommended approval.
02/20/10	A Code Enforcement case (#86639) was processed regarding a boat and trailer on gravel in the side yard. The case was resolved 03/05/10.
08/25/11	A Code Enforcement case (#105179) was processed regarding unpermitted structures at 1912 Pink Ice Court. The case remains unresolved.
11/08/11	The Planning Commission voted (7-0) to deny (PC Agenda Item #24/yk).
11/09/11	The applicant filed an appeal of the Planning Commission's denial.

Most Recent Change of Ownership	
01/05/96	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/19/95	A building permit (#95875113) was issued for a single-family dwelling at 1912 Pink Ice Court. A final inspection was approved 10/30/95.
04/29/02	A building permit (#02007686) was issued for installation of a pole mounted solar electrical system at 1912 Pink Ice Court. A final inspection was approved 05/16/02. The pole mounted panels are located in the rear of the lot.

Pre-Application Meeting	
09/14/11	A pre-application meeting was held with the applicant, where submittal requirements for a Variance application were discussed. The following issues were also discussed: • All of the structures requiring a variance have been built without permits. The rear yard patio cover is partially constructed. • Plans with engineering will be required to obtain permits if variance is approved. Construction must be one-hour fire rated within setback areas. • The applicant was advised that the variance may not be approved with the result being removal of the structures.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
09/29/11	A field check was conducted on the site, with the following items noted: • The property was clean and well maintained. • All of the additions and structures added are not aesthetically harmonious with the primary structure or the neighborhood. • There was a foundation for a front patio designed for a similar metal structure as the previously installed patios and carports.

Details of Application Request	
Site Area	
Net Acres	0.15 (6,760 SF)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	ML (Medium Low Density Residential)	R-1 (Single Family Residential)
North	Single Family, Detached	ML (Medium Low Density Residential)	R-1 (Single Family Residential)
South	Single Family, Detached	ML (Medium Low Density Residential)	R-1 (Single Family Residential)
East	Single Family, Detached	ML (Medium Low Density Residential)	R-1 (Single Family Residential)
West	Single Family, Detached	ML (Medium Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 105 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.070 Table 1, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	6760 SF	Y
Max. Lot Coverage	50%	59%	N
Min. Front Yard Setback	20 Feet	0 Feet	N
Min. Side Yard Setback	5 Feet	0 Feet	N
Min. Rear Yard Setback	15 Feet	21 Feet	Y

Pursuant to Title 19.06.070 Table 2, the following standards apply for Accessory Structures:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Separation from Main Building	6 Feet	0 Feet	N
Min. Rear Yard Setback	3 Feet	0 Feet	N
Min. Side Yard Setback	3 Feet	0 Feet	N
Max. Building Height (accessory structures)	14 Feet	16.5 Feet	N
Size and Coverage	635 SF	990 SF	N

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Pink Ice Court	N/A	N/A	51	N/A

ANALYSIS

The applicant has created a self-imposed hardship by installing patios, carports and accessory structures without the required building permits and setback requirements on an R-1 (Single Family Residential) zoned property. The result is the need to obtain eleven variances in order to allow the applicant to pull building permits for these structures to remain. Metal is the material used for all structures and is not harmonious with the stucco style of the primary dwelling. The result is an industrial aesthetic in the center of a residential neighborhood, making the property incompatible with the surrounding development.

The large 720 square-foot accessory structure on the west side of the property dominates the subject parcel and negatively impacts the adjacent parcel due to the tall, blank wall of the structure. It is approximately three feet taller than the primary dwelling and built adjacent to the property line. In addition, it doesn't meet the six-foot separation requirement from the primary dwelling. The accessory structure on the east side of the property is smaller in size, but is also built right up to the property line and doesn't meet the building separation requirement.

A 354 square-foot carport has been added to the front of the primary dwelling and extends to the front property line at the back of the sidewalk. The entire structure is located within the required front yard setback. A 110 square-foot front patio is also planned to be installed. Although this patio will meet the setback requirements, it will use the same metal material that is not harmonious and compatible with the primary dwelling, resulting in a southwestern stucco residence that is surrounded by metal structures.

A 270 square-foot accessory structure has been installed in the rear yard. This structure doesn't meet the required three-foot rear yard setback. The total of all the accessory structures exceeds the maximum square footage allowed by 28%. The result is a clearly visible, over developed residential parcel.

A total of eleven variances are being requested with this application. Each request has been reviewed on its own merits and determined to be a self-imposed hardship. The scale of the request overwhelms the parcel and creates a distracting, visually unappealing aesthetic that is not harmonious with the residential nature of the neighborhood. Staff recommends denial of all requested variances.

FINDINGS (VAR-43315)

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 installing patios, carports and accessory structures without building permits and not to code. Alternative design and placement 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 20

NOTICES MAILED 493 (By City Clerk)

APPROVALS 0

PROTESTS 6

YK

City Clerk:

I, Guoliang Pang, hereby appeal the Planning Commission's denial of VAR-43315 at the Planning Commission meeting of November 8 2011.

Guoliang Pang

11/9/11

RECEIVED
CITY CLERK
2011 NOV -9 A 11:12

1912 PINK ICE COURT LV. NV. 89106

(702) 647-3862

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-43315 APN: 139-21-410-038

Name of Property Owner: GUOLIANG PANG

Name of Applicant: GUOLIANG PANG

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: GUOLIANG PANG

Subscribed and sworn before me

This 20 day of Sept, 20 11

[signature]

Notary Public in and for said County and State

ADRIANA COBO
Notary Public State of Nevada
No. 98-1529-1
My Appt. Exp. May 14, 2014

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SEP 21 2011
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 1912 PINK ICE COURT, LV NV. 89106

Project Name Carport — Proposed Use

Assessor's Parcel #(s) 139-21-410-038 — Ward # 5-Barlow

General Plan: existing ML proposed — Zoning: existing R-1 proposed

Commercial Square Footage — Floor Area Ratio

Gross Acres 0.15 — Lots/Units — Density

Additional Information

PROPERTY OWNER GUOLIANG PANG — Contact

Address 1912 PINK ICE COURT. LV. NV. 89106 — Phone (702) 647-3862 — Fax:

City LAS VEGAS — State NEVADA — Zip 89106

E-mail Address GUOLIANGPANG@YAHOO.COM

APPLICANT Same as above. — Contact

Address — Phone: — Fax:

City — State — Zip

E-mail Address

REPRESENTATIVE — Contact

Address — Phone: — Fax:

City — State — Zip

E-mail Address

FOR DEPARTMENT USE ONLY

Case #	VAR-43315
Meeting Date:	11/8/11 PC
Total Fee:	$830
Date Accepted:	9/21/11
Accepted By:	

Property Owner Signature* Guoliang Pang

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name GUOLIANG PANG

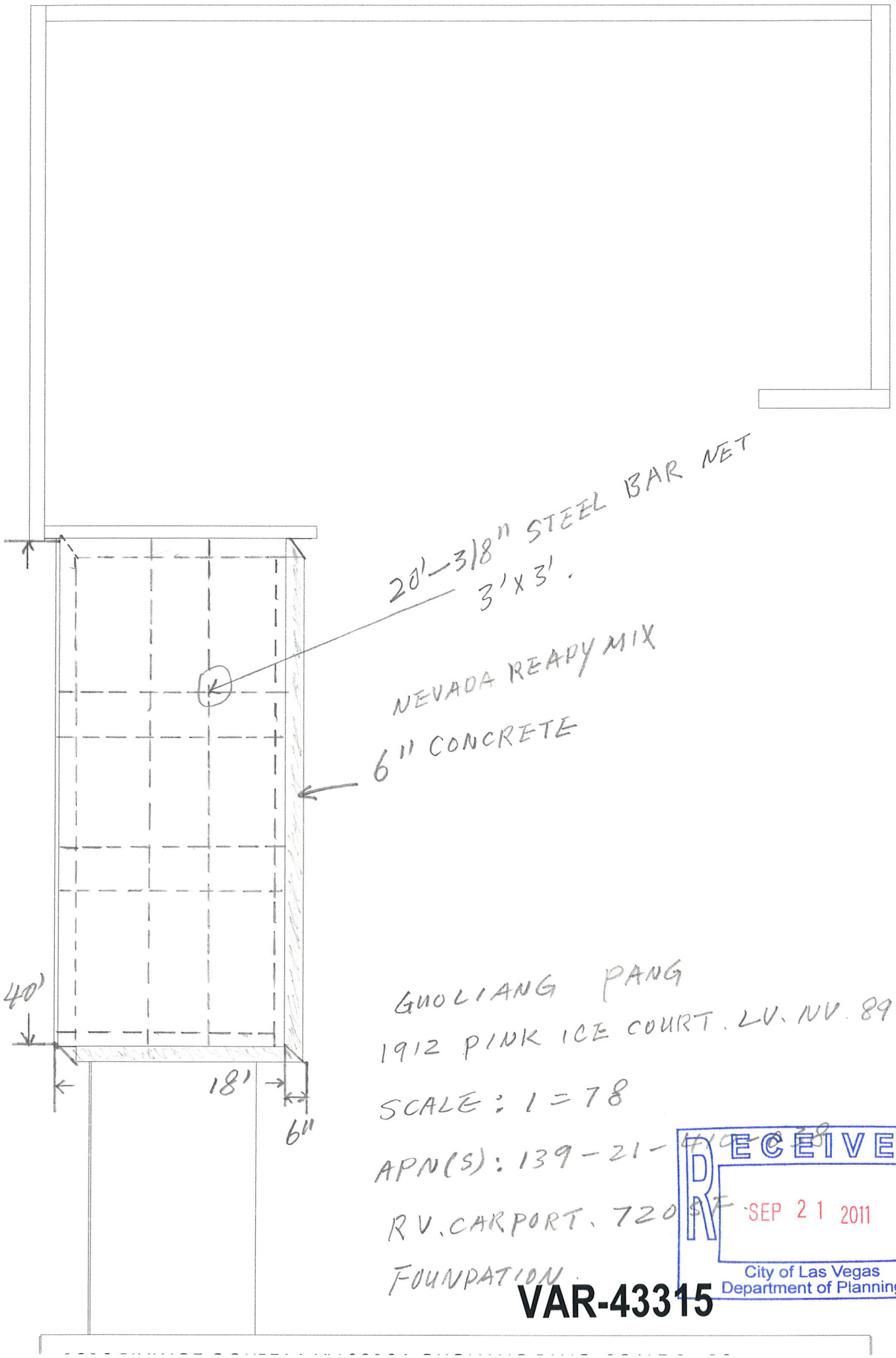
Subscribed and sworn before me

This 20 day of Sept, 20 11.

Notary Public in and for said County and State

ADRIANA COBO
Notary Public State of Nevada
No. 08-1529-1
My Appt. Exp. May 14, 2014

*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.



GUOLIANG PANG

1912 PINK ICE COURT. LV. NV. 89106

SCALE: 1=78

APN(S): 139-21-

R.V. CARPORT. 720 SF

FOUNDATION.

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City of Las Vegas
Department of Planning

VAR-43315



WALL 67"

4"

BACKYARD CARPORT

270 SF

18'

15'

3'

LOT AREA= 6760 SF

LOT COVERAGE: 54%

REAR YARD COVERAGE 50%

N

E

PL

19'

WALL 67"

PATIO

450 SF

PATIO

242 SF

26'

11'

19'6"

5'6"

WALL 67"

WALL 67"

21'

3'6"

SIDE WALK CAR PORT

315 SF

1 CAR

RV CARPORT

720 SF

1 CAR

18'

6"

2'6"

HOUSE

HOUSE

1270 SF

8'9"

3"

WINDOW

36'

PL

PL

DOOR

SIDE WALK

FRONT PORCH 110 SF

10'

11'

GARAGE

40'

DRIVE WAY

DRIVEWAY CARPORT

354 SF 2 CAR

13'

18'

19'8"

23'

PL

5'

1912 PINKICE COURT LV NV 89106. GUOLIANG PANG. SCALE 1 = 78

APN(S): 139-21-410-038 SIDEWALK

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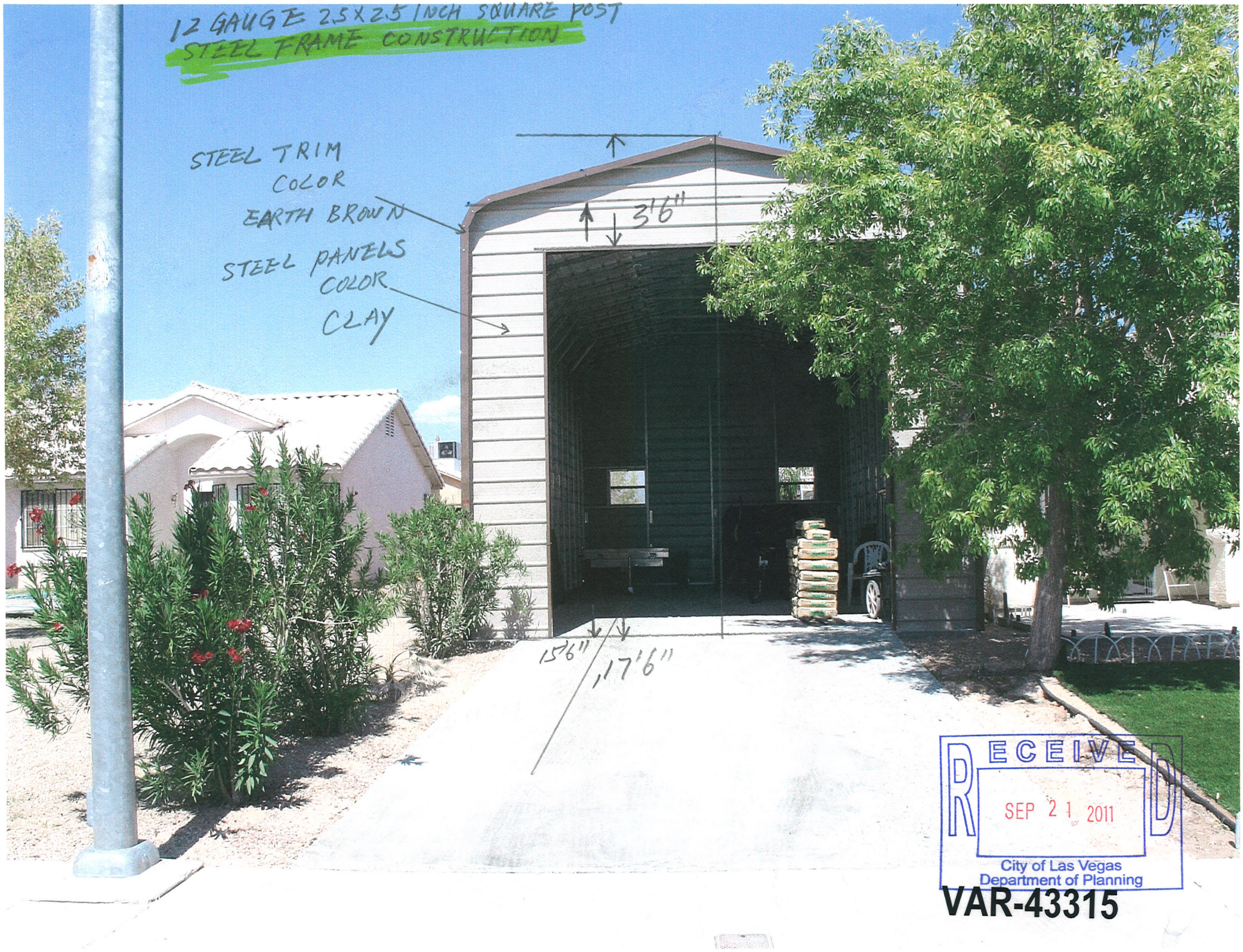
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Department of Planning

VAR-43315



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VAR-43315



VAR-43315 - APPLICANT/OWNER: GUOLIANG PANG
1912 PINK ICE COURT

09/29/11



VAR-43315 - APPLICANT/OWNER: GUOLIANG PANG
1912 PINK ICE COURT

09/29/11



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1912 PINK ICE COURT

09/29/11



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1912 PINK ICE COURT

09/29/11



VAR-43315 - APPLICANT/OWNER: GUOLIANG PANG
1912 PINK ICE COURT

09/29/11

GUOLIANG PANG

1912 PINK ICE COURT
LAS VEGAS NEVADA 89106
(702)647-3862

2011年9月20日

DEPARTMENT OF PLANNING
CITY OF LAS VEGAS DEPARTMENT OF BUILDING AND SAFETY
333 N. RANCHO DR
LAS VEGAS,NEVADA 89106

Dear COUNCILMEN

A Variance to allow an existing 354 SF carport zero feet from (south) property line where a 20-foot setback Is required.

A Variance to allow an existing 720 SF Accessory Structure(Class II)(detached RV carport) zero feet from the west side property line where three feet Is required. Variance are also required to allow a tow-foot six-Inch separation between the existing RV carport and the main building, to allow the height of the RV carport to exceed the height of the principal dwelling unit and to allow an Accessory Structure(Class II)(metal) to not be aesthetically compatible with the principal dwelling unit (stucco).

A Variance to allow a existing 315 SF patio cover (carport) zero feet from the east side property line where five feet to the post and three feet from the overhang Is required.

A Variance to allow lot coverage exceeding the 50% maximum allowed In the R-1 District.

The carports are high quality, being made of 12 gauge steel with well supported structure to withstand difficult situations with the environmental problems. The carports also help save power, which making living more easier. For example, keeping the house cool in the summer and warm in the winter, which means that the air conditioning bill goes down, and you can live in a more relaxed type of area. Instead of worrying about the temperature, you can also sit back and relax while doing what you need to do. Besides that, it looks very nice, having a good color. To match that, it is environmentally safe and you can stay green.

Sincerely,

GUOLIANG PANG

RECEIVED
SEP 21 2011
VAR-43315
City of Las Vegas
Department of Planning

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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Return Service Requested
Official Notice of Public Hearing

#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 Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-43315

Planning Commission Meeting of 11/8/2011

Case: VAR-43315

13921410041

1904 [redacted] PINK ICE CT
LAS VEGAS NV 89106-1800 89106-1800

Submitted at Planning Commission

Date 11-08-2011 Item 24 By COMM. COMMENTS

26 APR 2011 89106

Application Information

VAR-43315 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: GUOLIANG PANG - For possible action on a request for a Variance FOR A PROPOSED FRONT YARD PATIO COVER, AN EXISTING REAR YARD PATIO COVER AND FOUR EXISTING ACCESSORY STRUCTURES (CLASS II) WITH A COMBINED FLOOR AREA OF 1,659 SQUARE FEET WHERE 635 SQUARE FEET IS ALLOWED AND THAT ARE NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE PRINCIPAL DWELLING UNIT (STUCCO); TO ALLOW A ZERO-FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED; A ZERO-FOOT SIDE AND REAR YARD SETBACK WHERE THREE FEET IS REQUIRED; SEPARATION DISTANCES OF ZERO, 2.5 AND THREE FEET BETWEEN EXISTING ACCESSORY STRUCTURES AND THE MAIN BUILDING WHERE SIX FEET IS REQUIRED; AN ACCESSORY STRUCTURE WITH A GREATER HEIGHT (16.5 FEET) THAN THE PRINCIPAL DWELLING UNIT (14 FEET); AND 59% LOT COVERAGE WHERE 50% IS ALLOWED on 0.15 acres at 1912 Pink Ice Court (APN 139-21-410-038), R-1 (Single Family Residential) Zone, Ward 5 (Barlow).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 08, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

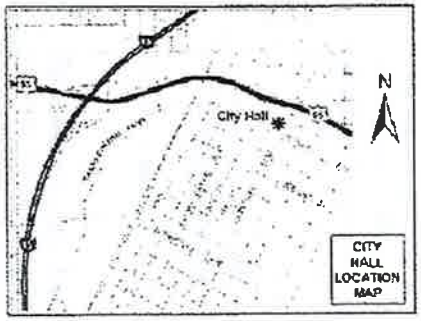
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing

#24



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CITY

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-43315

Planning Commission Meeting of 11/8/2011

Case: VAR-43315
13921410018
LEE SAM & CONNIE HUANG
6524 MOON ROSES CT
LAS VEGAS NV 89108-1860 89108-1860

24 HRDPNII 89108

Oct 29 11 12:09a connie 702-880-7080 p.1

24P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-43315

Planning Commission Meeting of 11/8/2011

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PLANNING AND DEVELOPMENT

Case: VAR-43315
13921410024
LIGHTFORD DEMARLO A SR & ELAINE
1928 ROSE CORAL AVE
LAS VEGAS NV 89106-1806 89106-1806

25 HRDFN11 89106

Submitted after final agenda
Date 11-08-2011 Item 24
PAP

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 OCT 27 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 Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-43315
Planning Commission Meeting of 11/8/2011

ALREADY THE PROPERTY VALUE WENT DOWN. THIS RESIDENT BUILT TOO MANY THINGS AROUND HIS HOUSE. HUGE COVERED SHED WILL CONSIDERABLY DEGRADE THE VALUE AND LOOKS LIKE A WHARHOU HE MAY USE IT TO START A MANUFACTURING OR REPAIR PLACE TOMORROW.

Case: VAR-43315
13921410041
GEORGE JOHN & SARAMMA J
1900 PINK ICE CT
LAS VEGAS NV 89106-1800 89106-1800

THESE STRUCTURES NEED TO COME DOWN.

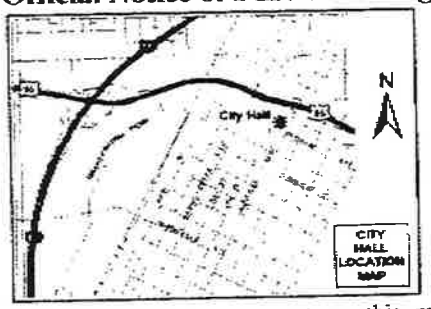
RECEIVED
NOV - 7 2011

24P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-43315

Planning Commission Meeting of 11/8/2011

FIRST CLASS $ 00.41[3]

Case: VAR-43315

13921414027
PHILLIPS EARNEST II & ANNETTE
9035 GREEK PALACE AVE
LAS VEGAS NV 89178-7574 89178-7574

RECEIVED
NOV - 7 2011

89178 NRDFM11

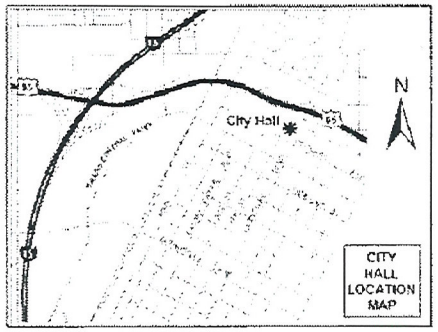
2011-11-06 16:01 PHILLIPS 7024591876 >>

478

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-43315

Planning Commission Meeting of 11/8/2011

RECEIVED
OCT 31 2011
CITY OF
PLAN

Case: VAR-43315
13921410018
LEE SAM & CONNIE HUANG
6524 MOON ROSES CT
LAS VEGAS NV 89108-1860 89108-1860

24 APR PM 1 L 89108

Oct 29 11 12:09a connie 702-880-7080 p.1

24p

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

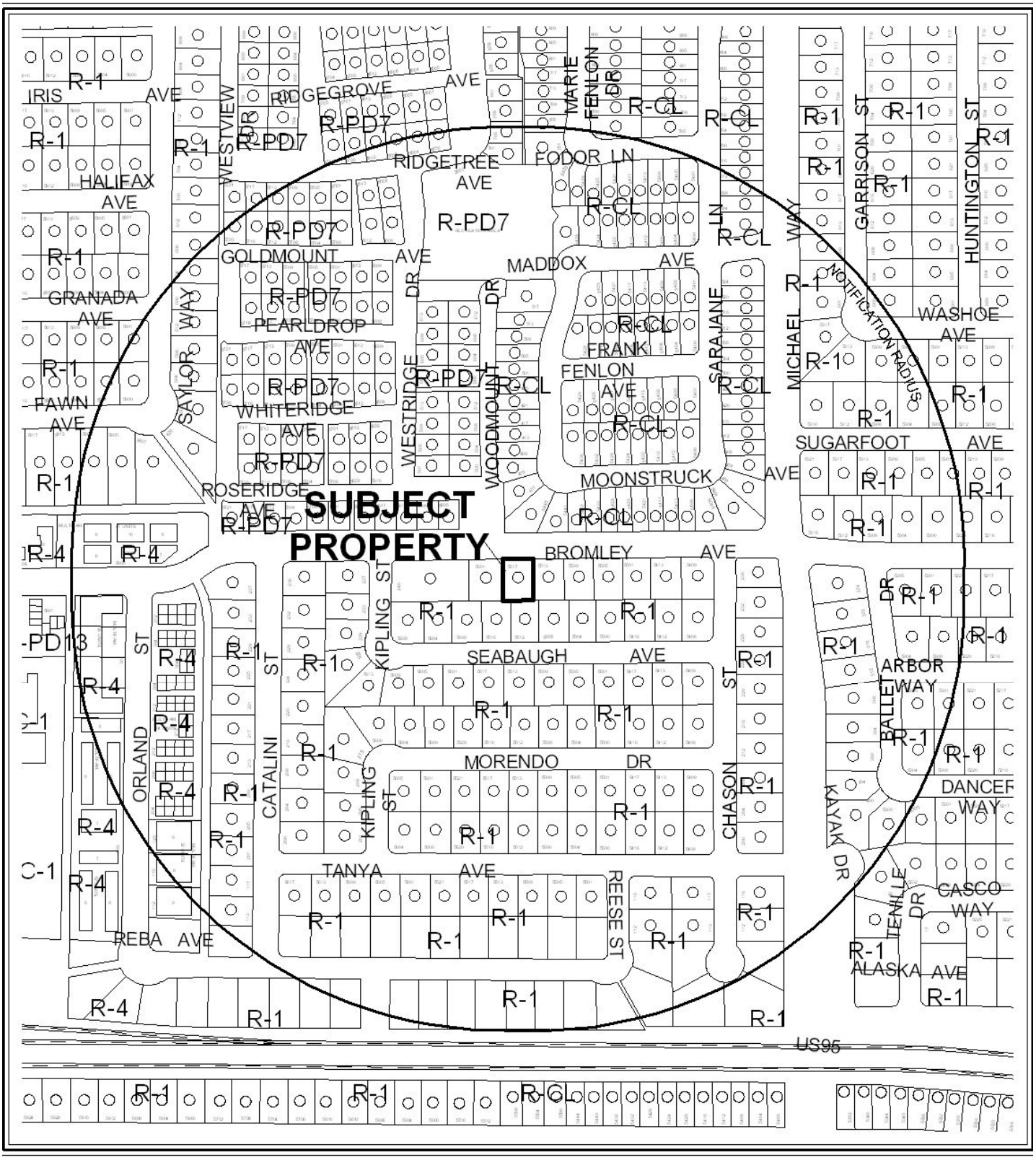
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-43331 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MANUEL HERNANDEZ - For possible action on a request for a Variance TO ALLOW AN EIGHT-FOOT FRONT YARD SETBACK FOR AN EXISTING ATTACHED CARPORT WHERE 20 FEET IS REQUIRED on 0.15 acres at 5517 Bromley Avenue (APN 138-25-402-003), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) 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 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



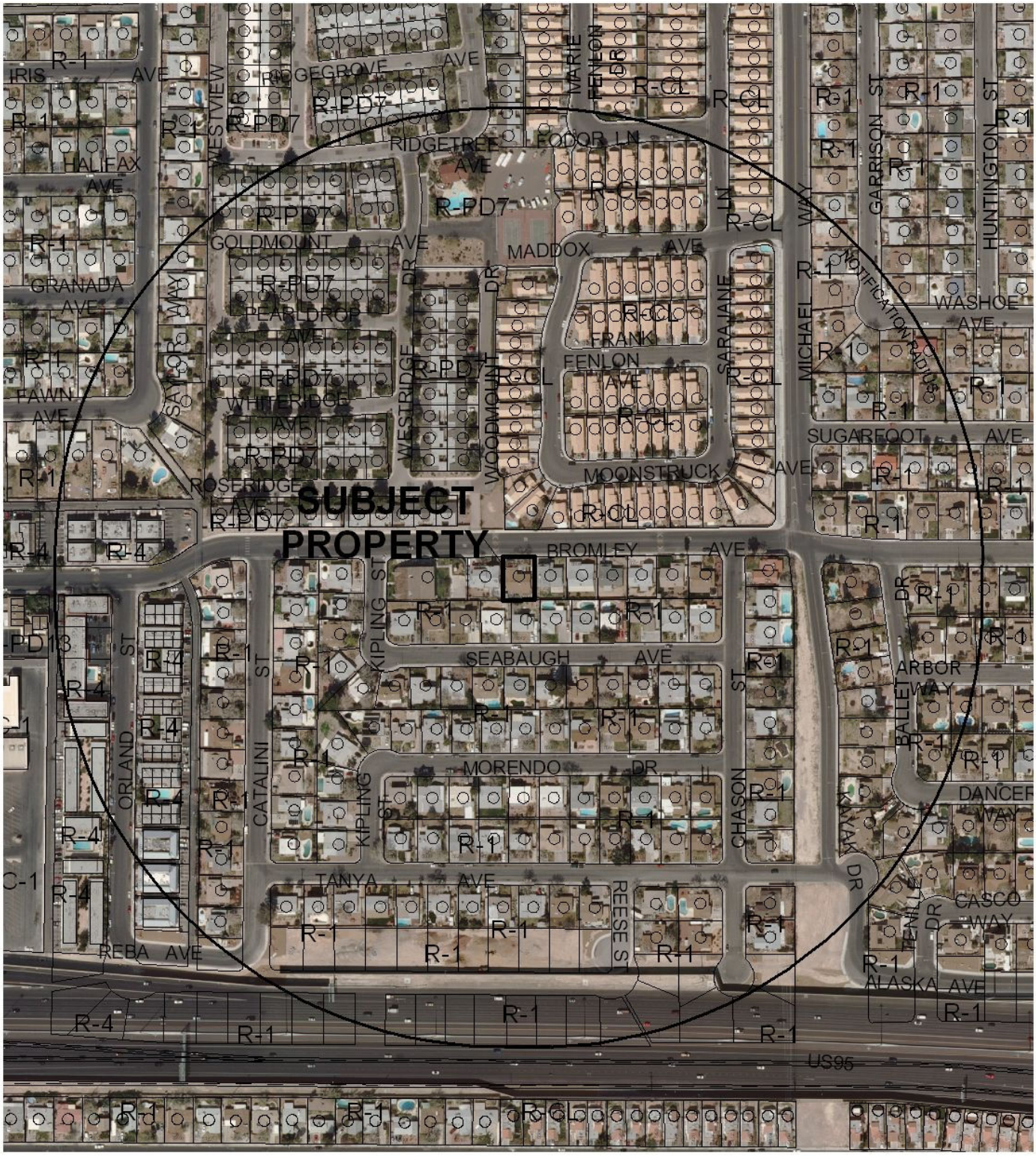
CASE: VAR-43331

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

0 300 600 Feet

N



0 300 600 Feet

CASE: VAR-43331

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 7, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MANUEL HERNANDEZ

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-43331	Staff recommends DENIAL. If Approved, subject to conditions:	None

** CONDITIONS **

VAR-43331 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
December 7, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to allow an existing carport that is located within the front yard setback area to remain at 5517 Bromley Avenue. The carport was constructed without first obtaining the required building permits. The proposed Variance is self-imposed and does not meet the minimum standard for the zoning district, therefore; staff recommends denial. If the application is denied the existing structure will have to be removed or altered to meet the minimum R-1 (Single Family Residential) front yard setback of 20 feet.

ISSUES

- A Variance to allow an existing carport to be eight feet from the front property line where 20 feet is the required minimum setback is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/27/06	The Planning Commission approved a Variance (VAR-12081) for a front yard setback of 14.5 feet where 20 feet is required at 5517 Bromley Avenue.
10/17/08	A Code Enforcement case (#70750) was processed regarding building addition without permits at 5517 Bromley Avenue. The case was closed on 10/22/08.
11/08/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 25/ded).

Most Recent Change of Ownership	
11/01/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/13/08	A building permit (#117758) was under review for a block wall at 5517 Bromley Avenue. The permit has not been issued.
02/23/09	A building permit (#127467) was issued for a block wall along the side of the property at 5517 Bromley Avenue. The permit has not been finalized.

Pre-Application Meeting	
08/07/11	A pre-application meeting was held and issues concerning the application submittal of a Variance for setbacks were discussed with the applicant.

DED

Neighborhood Meeting
A Neighborhood Meeting is not required for this application, nor was one held.

Field Check	
09/29/11	Staff conducted a field check of the subject property. Staff noted the site was a well maintained residential home.

Details of Application Request	
Site Area	
Net Acres	0.15

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Detached	R-1 (Single Family Residential)	L (Low Density Residential)
North	Single Family Detached	R-CL (Single Family Compact-Lot)	ML (Medium Low Density Residential)
South	Single Family Detached	R-1 (Single Family Residential)	L (Low Density Residential)
East	Single Family Detached	R-1 (Single Family Residential)	L (Low Density Residential)
West	Single Family Detached	R-1 (Single Family Residential)	L (Low Density Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
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

DEVELOPMENT STANDARDS

Pursuant to 19.06.070, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	6,534 SF	Y
Min. Lot Width	65 Feet	68 Feet	Y
Min. Setbacks			
• Front	20 Feet	8 Feet	N
• Side	5 Feet	5 Feet	Y
• Corner	5 Feet	N/A	Y
• Rear	15 Feet	15 Feet	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Bromley Avenue	Local	N/A	60	N/A

ANALYSIS

The Planning Commission approved Variance (VAR-12081) to allow a 14.5-foot front yard setback at 5517 Bromley Avenue. Condition Number 1 of Variance (VAR-12081) required the variance to be exercised of within two years of approval. The applicant did not secure a building permit for the construction of the carport, which exceeded the previously approved variance. Therefore, a new variance is required.

The carport is eight feet nine-inches from the front yard property line and is a deviation of 60% from the R-1 (Single Family Residential) setback of 20 feet. The intent of the R-1 (Single Family Residential) district is to provide low density residential setting with a buffer from the street. The proposed addition is inconsistent with the intent of the district and the request is a self-imposed hardship. The existing structure does not meet the minimum standard for the zoning district; therefore, staff recommends denial.

This property is located within the A-O (Airport Overlay) District and is in compliance with the standards of the district.

FINDINGS (VAR-43331)

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 constructing a structure within the front yard setback area. To meet Title 19 requirements the structure must be removed or altered. 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 33

NOTICES MAILED 438 (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-43331** APN: 138-25-402-003

Name of Property Owner: Manuel S. Hernandez

Name of Applicant: Manuel S. Hernandez

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Manuel S. Hernandez

Print Name: MANUEL S. HERNANDEZ

Subscribed and sworn before me

This 19 day of September, 2011

_____

Notary Public in and for said County and State

CARLA GOMEZ
Notary Public, State of Nevada
Appointment No. 10-3602-1
My Appt. Expires Nov. 18, 2014

RECEIVED
SEP 21 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Car Port

Project Address (Location) 5517 Bromley Ave. Las Vegas, NV 89107

Project Name MANUEL S. HERNANDEZ **Proposed Use** _____

Assessor's Parcel #(s) 138-25-402-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** 3 **Density** _____

Additional Information _____

PROPERTY OWNER MANUEL S. HERNANDEZ **Contact** _____

Address 5517 Bromley Ave **Phone:** (702) 870-5828 **Fax:** _____

City Las Vegas, **State** N.V. **Zip** 89107

E-mail Address _____

APPLICANT SAME AS Above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Manuel S. Hernandez

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MANUEL S. HERNANDEZ

Subscribed and sworn before me

This 19 day of September, 2011.

Notary Public in and for said County and State

CARLA GOMEZ
Notary Public, State of Nevada
Appointment No. 10-3602-1
My Appt. Expires Nov. 18, 2014

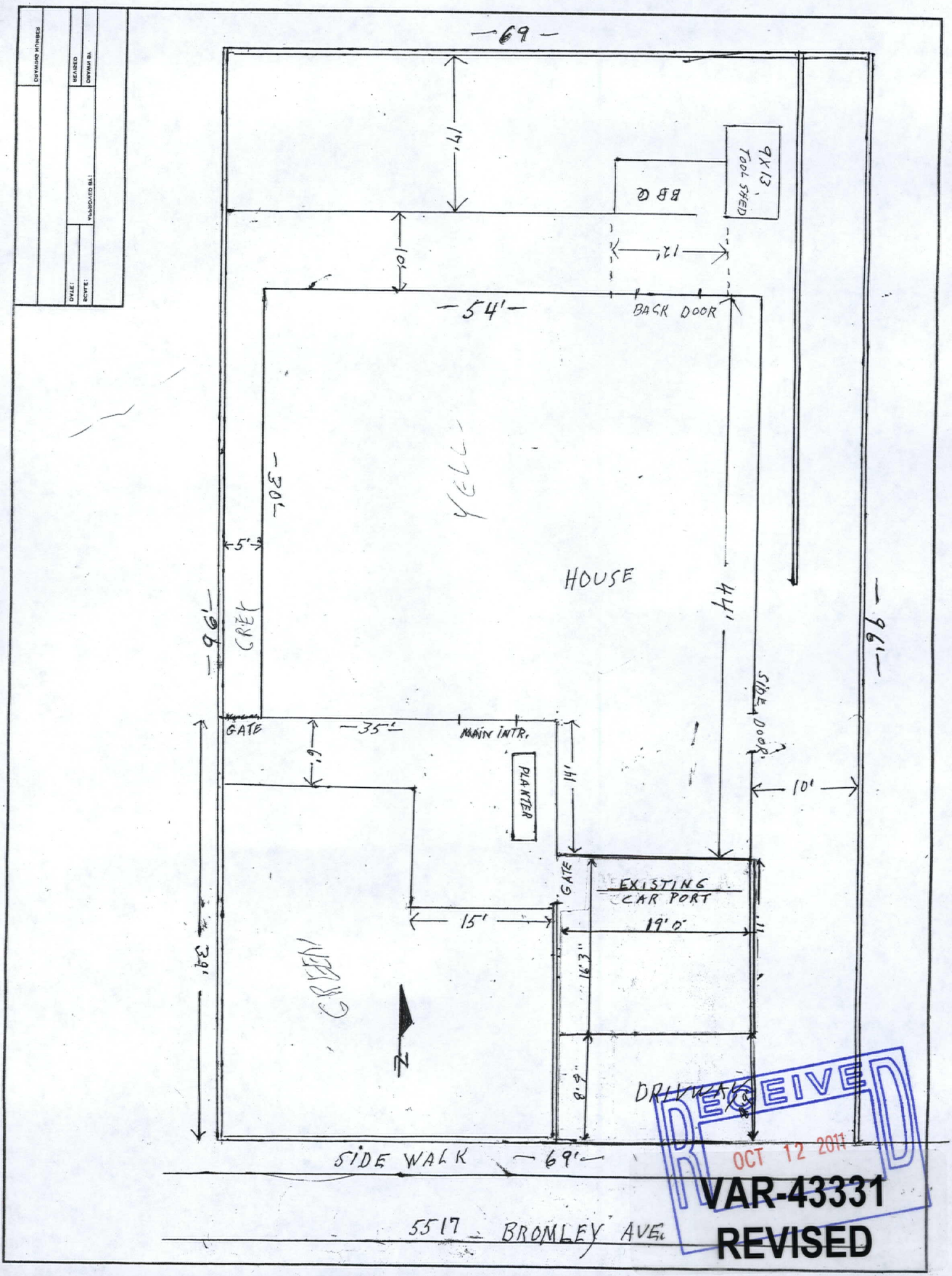
FOR DEPARTMENT USE ONLY

Case #	VAR-43331
Meeting Date:	11-8-11
Total Fee:	[redacted]
Date Received:*	9-21-11
Received By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf


69'
41'
BBQ
9X12 TOOL SHED
10'
12'
54'
BACK DOOR
YELLOW
30'
5'
CREEK
HOUSE
44'
96'
69'
GATE
35'
MAIN INTR.
SIDE DOOR
10'
PLANTER
14'
GATE
EXISTING CAR PORT
19'0"
15'
11'
32'
16'3"
GREEN
N
8'9"
DRIVEWAY
SIDE WALK
69'
5517 BROMLEY AVE.
RECEIVED
OCT 12 2011
VAR-43331
REVISED



RECEIVED
OCT - 6 2011
VAR-43331
REVISED



VAR-43331 - APPLICANT/OWNER: MANUEL HERNANDEZ
5517 BROMLEY AVENUE

09/29/11



VAR-43331 - APPLICANT/OWNER: MANUEL HERNANDEZ
5517 BROMLEY AVENUE

09/29/11

September 13, 2011

To Whom It May Concern:

Back in April 2006, I requested for a variance to allow a proposed carport at my home 5517 Bromley Ave. Las Vegas, NV 89107.

The Planning Commission voted to approve my request. I went to the Planning and Development Service Center where I made a payment of $600.00 mistakenly thinking that this payment was all I needed to start.

Being my first time taking on such a project I wasn't aware that I also needed a building permit, so I went on to finish my carport.

My second mistake was my measurements. I was allowed a carport to be 14 ft. six inches from back of the property line. I mistakenly measured from the curb instead of the property line.

My request is if I may salvage part of what I've done by eliminating 5 ft. to comply with the ordinance that I was first given?

Thank you,

Manuel Hernandez

Manuel Hernandez

RECEIVED
SEP 21 2011
City of Las Vegas

VAR-43331

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

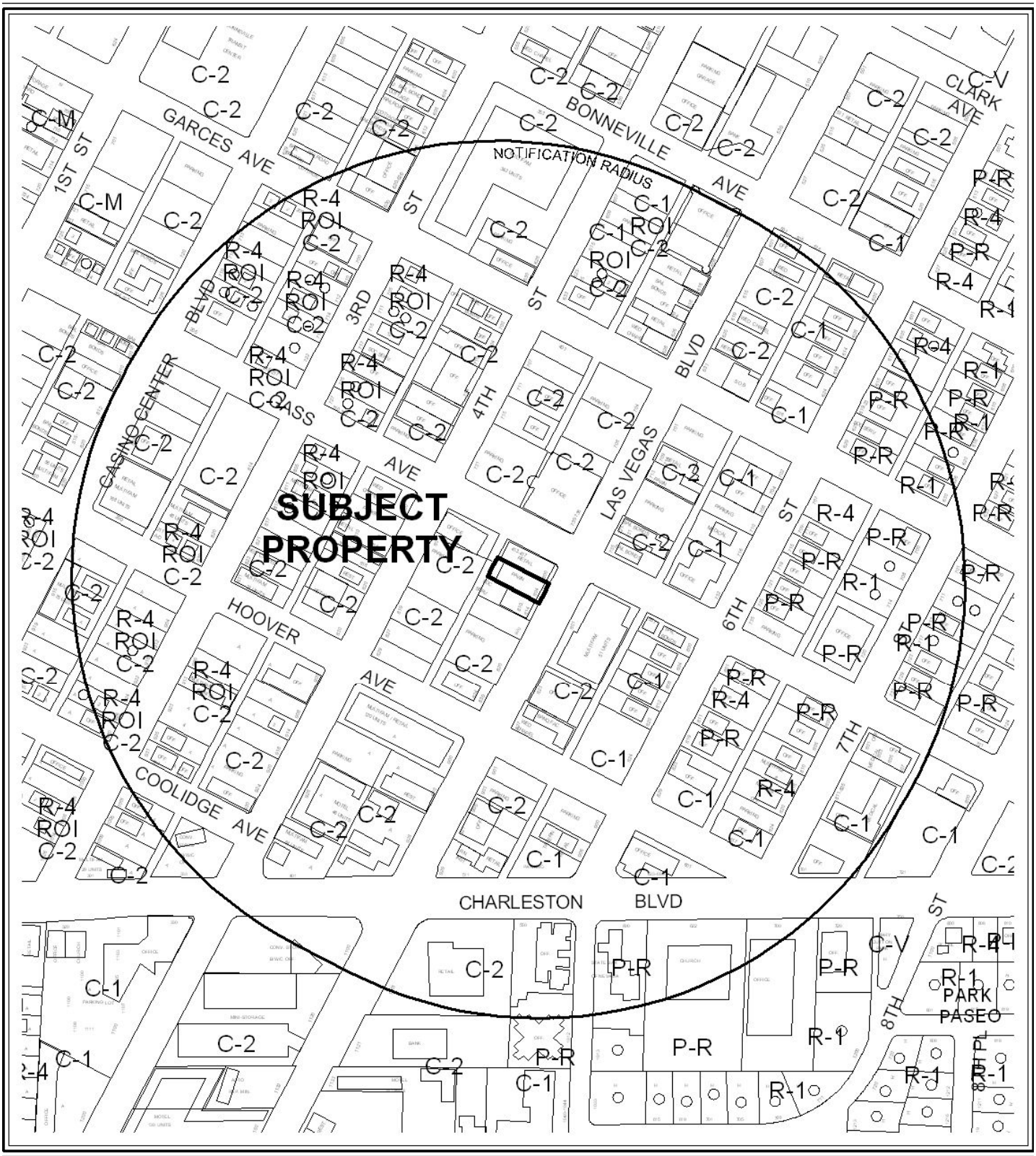
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-43278 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOOLSVILLE TATTOOS - OWNER: THE JUNIOR CORP. - For possible action on a request for a Special Use Permit FOR A TATTOO PARLOR/BODY PIERCING STUDIO at 806 South Las Vegas Boulevard (APN 139-34-410-158), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**10**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the November 8, 2011 Planning Commission Meeting Item – SUP-43278



0 300 600 Feet

CASE: **SUP-43278**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **SUP-43278**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 7, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: MARI GONZALES - OWNER: THE JUNIOR CORP.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-43278	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

SUP-43278 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. A revised site plan shall be submitted and approved by the Department of Planning prior to the approval of a business license, to include a van accessible handicapped parking space that meets the federal standard.

3. All signage shall be in full conformance to Title 19.08 sign standards and Title# 19.10.160 Las Vegas Scenic Byway Overlay District standards, and shall be reviewed by the Downtown Design Review Committee prior to issuance of a sign permit.

4. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

5. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
December 7, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Tattoo Parlor/Body Piercing Studio within an existing 528 square-foot commercial building zoned C-2 (General Commercial) at 806 South Las Vegas Boulevard. The tenant space is vacant and the business is not yet licensed to operate at this location. The proposed use is appropriate for the site and can be conducted in manner that is harmonious and compatible with surrounding uses; therefore, staff recommends approval. If the application is denied, the Tattoo Parlor/Body Piercing Studio will not be allowed at this location.

ISSUES

- A Tattoo Parlor/Body Piercing Studio is a permitted use within a C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- The property lacks an adequate handicapped parking space.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/08/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 9/ded).

Most Recent Change of Ownership	
08/14/89	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/12/08	A business license (#S25-96146) was issued for Secondhand Dealer at 806 South Las Vegas Boulevard. This license is no longer active as of 02/04/09.
09/19/11	A building permit (#195853) is currently under review for a Non-Work Certificate of Occupancy at 806 South Las Vegas Boulevard.

Pre-Application Meeting	
09/12/11	A pre-application meeting was held and issues concerning the submittal of a Special Use Permit for a Tattoo Parlor/Body Piercing Studio use were discussed with the applicant.

Neighborhood Meeting
A Neighborhood Meeting is not required for this application nor was one held.

Field Check	
09/29/11	During a routine site inspection performed by staff, the subject property address was noted as 806 Las Vegas Boulevard South.

Details of Application Request	
Site Area	
Net Acres	0.17

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	MXU (Mixed Use Development)	C-2 (General Commercial)
North	Dry Cleaners	MXU (Mixed Use Development)	C-2 (General Commercial)
South	Social Services Provider	MXU (Mixed Use Development)	C-2 (General Commercial))
East	Multi-Family Residential	MXU (Mixed Use Development)	C-2 (General Commercial)
West	Office, Other Than Listed	MXU (Mixed Use Development)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan (Downtown South)	X		N
Live/Work Overlay District	X		N/A
Las Vegas Boulevard Scenic Byway Overlay District	X		N/A
Trails			
Las Vegas Boulevard Scenic Byway	X		N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DED

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Las Vegas Boulevard	Primary Arterial	Master Plan of Streets and Highways	80	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	
Tattoo Parlor	528 SF	1/250	3				
General Retail	6472 SF	1/175	37				
TOTAL SPACES REQUIRED			40		5		Y
Regular and Handicap Spaces Required			38	2	4	0	N

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

ANALYSIS

A Tattoo Parlor/Body Piercing Studio is allowed in the C-2 (General Commercial) Zoning District with approval of a Special Use Permit. A Tattoo Parlor/Body Piercing Studio is an establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of one or more of the following:

1. The placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances which result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.
2. The creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration.

The Las Vegas 2020 Master Plan directs the Downtown Centennial Plan provide direction for the development of the Downtown South District. Properties within the Downtown Centennial Plan are not subject to the automatic application of parking requirements. However, a change in the use of the property requires the minimum federal handicap parking standards to be applied. One van accessible handicap parking space is required as a condition of approval.

Since only the use at this location will change and the structure will not be altered as a result of the approval of this request, no streetscape, setback, utility or design standards apply. The use is also in conformance with the Live/Work Overlay District and the policies of the Downtown Redevelopment Plan Area.

New signage for parcels adjacent to Las Vegas Boulevard, including the subject site, must comply with both Title 19.14 sign standards for the C-2 (General Commercial) Zoning District and the standards of the Las Vegas Boulevard Scenic Byway Overlay District pursuant to Title 19.06.140. This special district requires at least 75 percent of the total sign surface areas of the development to contain illuminated signage in the form of neon signs, animated signs or a combination of the two. A review of the signage by the Downtown Design Review Committee is also required prior to the issuance of any sign permits.

Title 19.12 does not have minimum conditions for a Tattoo Parlor/Body Piercing Studio thus each site is evaluated on a case-by-case basis for its compatibility with surrounding uses. As the use can be conducted in a manner that is harmonious and compatible with the commercial land uses on all sides of the site, staff recommends approval of the Special Use Permit request.

FINDINGS (SUP-43278)

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 Tattoo Parlor/Body Piercing Studio can be conducted in a manner that is harmonious and compatible with surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of land use proposed, provided a handicap parking space is provided.

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.

Las Vegas Boulevard, designated as a Primary Arterial by the city's Master Plan of Streets and Highways, provides access to the property. Access is possible only from the southbound lanes. These roadway facilities are adequate to serve the proposed Tattoo Parlor/Body Piercing Studio.

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 Tattoo Parlor/Body Piercing Studio at this location will not compromise the public health, safety and welfare or the primary objectives of the General Plan, as the use will be subject to regular to inspections and licensing requirements.

5. The use meets all of the applicable conditions per Title 19.12.

Title 19.12 does not have minimum conditions for a Tattoo Parlor/Body Piercing Studio.

NOTICES MAILED 452 (By City Clerk)

APPROVALS 3

PROTESTS 10

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-43278** APN: _____

Name of Property Owner: JUNIOR CORP.

Name of Applicant: Mari Gonzales

Name of Representative: Robert Gonzales

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: _____

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SEP 19 2011
City of Las Vegas
Department of Planning

Signature of Property Owner: Leonard H. Rayzin, Pres

Print Name: LEONARD H. RAIZIN, PRES

Subscribed and sworn before me

This 14th day of SEPTEMBER 20 11

Notary Public in and for said County and State

STATE OF UTAH
COUNTY OF SUMMIT

TIFFANY RETTIE
Notary Public
State of Utah
My Commission Expires Mar. 18, 2013
Commission #578221

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: MAri Gonzales

Project Address (Location) 806 S. LAS Vegas Blvd.

Project Name Koolsville Tattoos **Proposed Use** Tattooing & B/P

Assessor's Parcel #(s) 139-34-410-158 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER JUNIOR CORP **Contact** L. H RAIZIN, PREC

Address 1617 MARBELLA RIDGE CT **Phone:** 367-0777 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89117

E-mail Address nzx54@msn.com

APPLICANT Mari Gonzales **Contact** 702-782-5823

Address 2908 Gilmary Ave. **Phone:** 384-3136 **Fax:** _____

City Las Vegas **State** N.J. **Zip** 89102

E-mail Address blackwhite60143@yahoo.com

REPRESENTATIVE Robert Gonzales **Contact** 702-782-5147

Address 2908 Gilmary Ave. **Phone:** 750-2884 **Fax:** _____

City Las Vegas **State** NV. **Zip** 89102

E-mail Address blackwhite89110@Yahoo.com

Property Owner Signature* Leonard H. Raizin, Pres

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LEONARD H. RAIZIN, PRES

Subscribed and sworn before me

This 14TH day of SEPTEMBER, 20 11.

Tiffany Rettie

Notary Public in and for said County and State

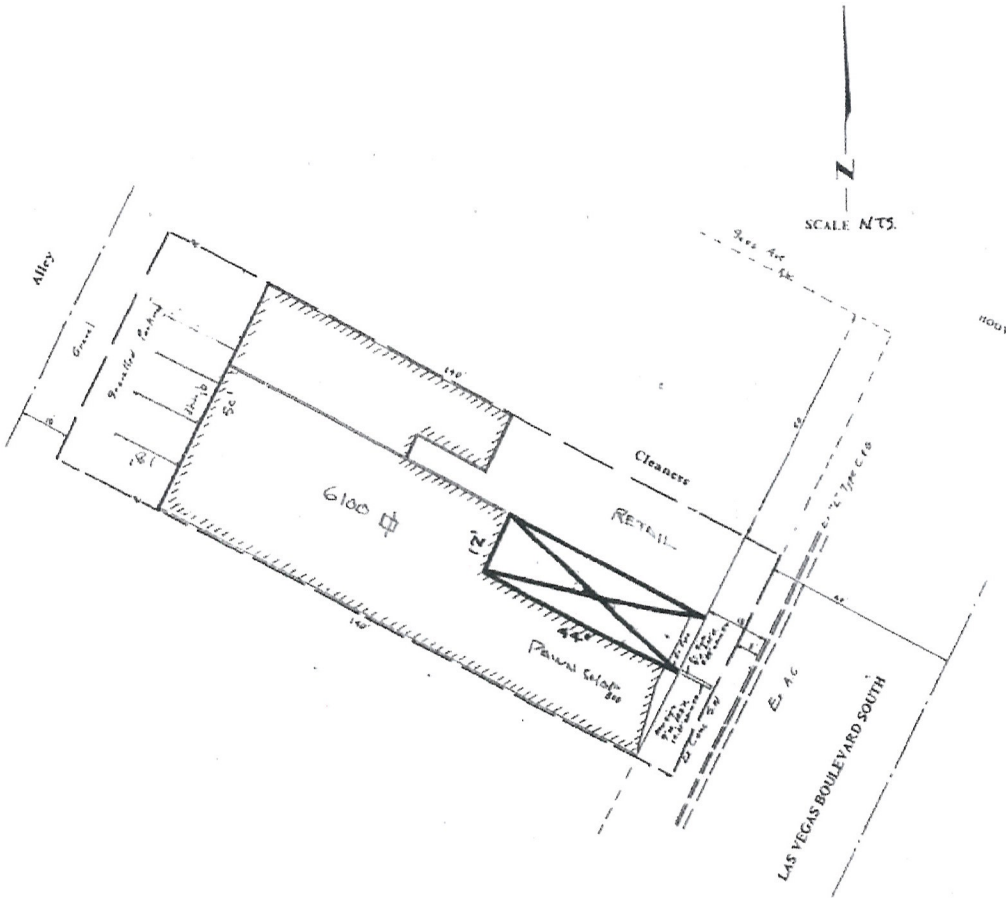
STATE OF UTAH
COUNTY OF SUMMIT

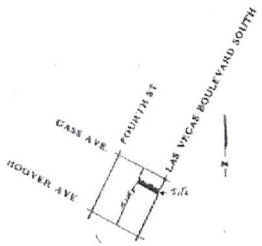
TIFFANY RETTIE
Notary Public
State of Utah
My Commission Expires Mar. 18, 2013
Commission #578221

FOR DEPARTMENT USE ONLY

Case #	SUP-43278
Meeting Date:	11-9-11
Total Fee:	1030.00
Date Accepted:	9-19-11
Accepted By:	JFmill

*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.



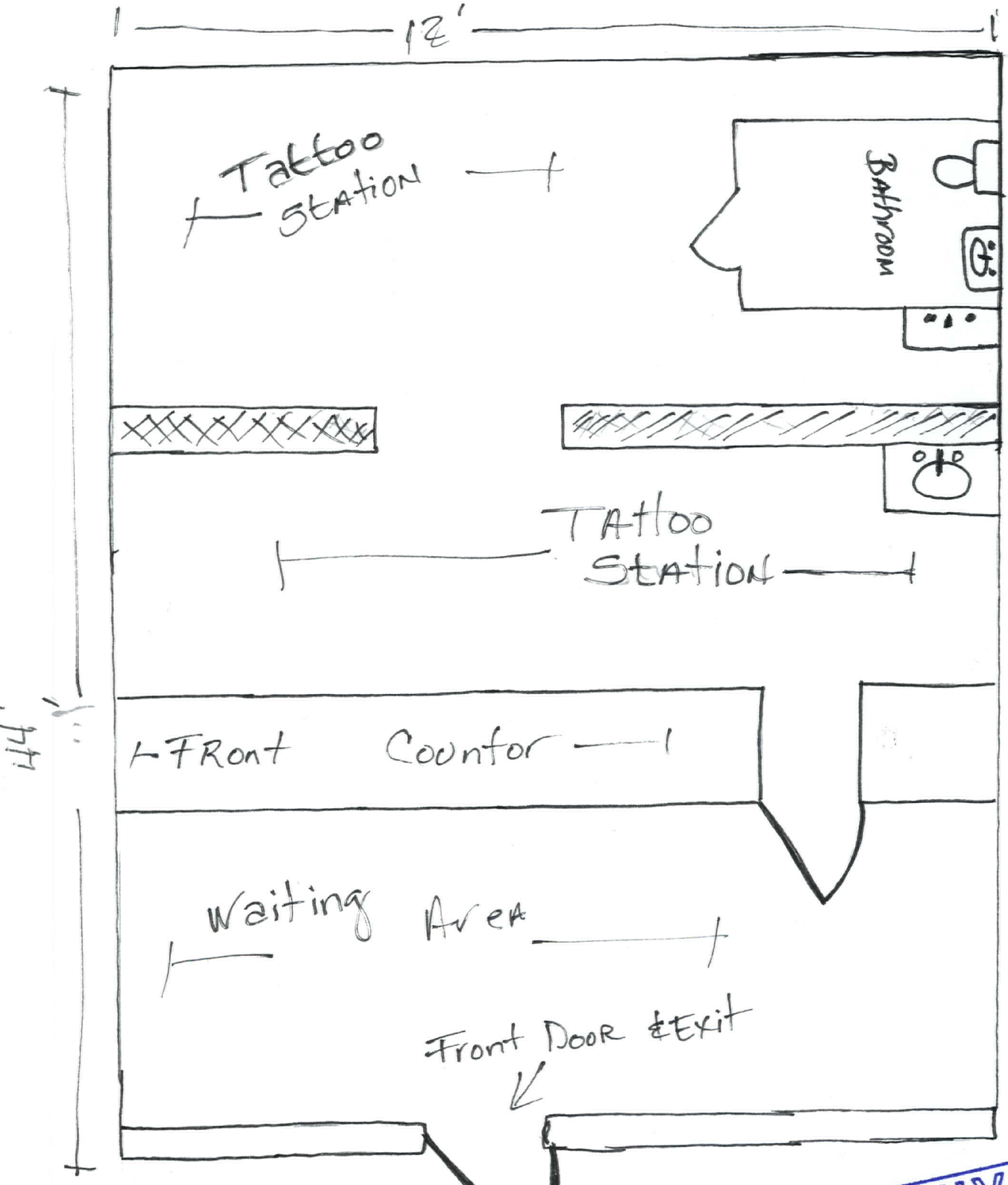


806 S. Las Vegas Blvd S.
Las Vegas, NV 89101

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SEP 19 2011
City of Las Vegas
Department of Planning

SUP-43278



806 S. Las Vegas Blvd.
Koolsville Tattoos.

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SUP-43278
REVISED



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SEP 19 2011
SUP-43278
City of Las Vegas
Department of Planning



SUP-43278 - APPLICANT: KOOLSVILLE TATTOOS - OWNER: THE JUNIOR CORP.
806 SOUTH LAS VEGAS BOULEVARD

09/29/11



SUP-43278 - APPLICANT: KOOLSVILLE TATTOOS - OWNER: THE JUNIOR CORP.
806 SOUTH LAS VEGAS BOULEVARD

09/29/11

Koolsville Tattoo 9-16-2011

To whom it may concern:

My name is Mari Gonzales I have been in the art industry for over 20 years.
I have a tattoo shop in the art district at 1223 S Main st.

I would like to put a new shop at 806 s las vegas blvd. We are on a major bus route and we also have metered parking in a 2 block area. The majority of the partons will be walk-in and the tourist that come to the area.

I hope that this shop will be a great addition to the ever popular area of the growing downtown Las Vegas.

Mari Gonzales

Thank you
Mari Gonzales
1223 s Main St
Las Vegas Nv 89102
(702)782-5823



SUP-43278

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS
ONE MOTION / ONE VOTE
Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-43294 - APPLICANT: JEFF WHITE CUSTOM JEWELRY – OWNER: GREAT WASH PARK, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 8, 2011*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***NOVEMBER 7, 2011***.

Signature — 11/3/2011 Date

Vickie DeHart
Please Print Name

Great Wash Park LLC
Company Name

Sincerely,

Steve Gebcke, AICP
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 11-08-2011 Item 10

10

LAS VEGAS BOULEVARD DEVELOPMENT, LLC
2293 DUNEVILLE STREET
LAS VEGAS, NV 89146
(702)383-6767 Office
(702)387-8770 Fax

November 3, 2011

City of Las Vegas
Department of Planning
Development Services Center
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

To Whom It May Concern:

I am in receipt of SUP-43278 for Koolsville Tattoos to be located at 806 South Las Vegas Boulevard ("SUP"). I own approximately 60% of the block on the west side of Las Vegas Boulevard between Garces and Gass known as 731 S. Fourth Street, Las Vegas, NV. Over the last year and one half, I have marketed my property to numerous business and government related tenants. I vehemently oppose the referenced SUP.

Over and over again, I get the same reaction from prospective business/government tenants which is that pawn shops, adult oriented businesses and tattoo/piercing establishments are not the kind of neighbors that they want. The tenants I am trying to draw to the area have highly educated, high earning employees who will gentrify the area by spending their working lives downtown. The SUP applied for is a detriment to the area that will only scare away the kind of high earning occupants that I want to encourage to move downtown.

Respectfully, please oppose the SUP and urge the planning commission to do the same.

Sincerely yours:

A. Jonathan Schwartz

RECEIVED
11 NOV -8 PM 1:20
PLANNING AND DEVELOPMENT

9P

CITY OF LAS VEGAS
ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

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Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***NOVEMBER 7, 2011.***

J. R White — Signature

11-2-11 — Date

Jeff White — Please Print Name

Jeff White Custom Jewelry — Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

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NOV – 2 2011

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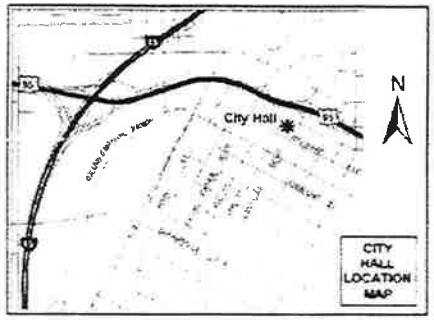
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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43278
Planning Commission Meeting of 11/8/2011

Submitted after final agenda

Date 11-08-2011 Item 9

9P

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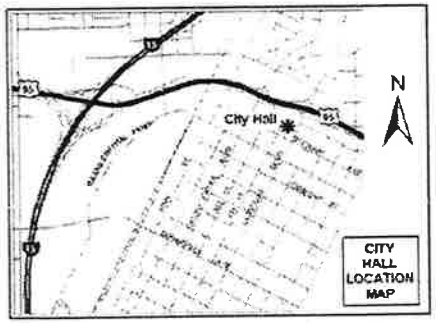
Case: SUP-43278
13934411105
AKULIAN DAVID
1783 SONOMA AVE
BERKELEY CA 94707-2548 94707-2548

City of Las Vegas
Dept. of Planning
333 North Rancho Dr.
3rd Floor, Las Vegas
Nevada 89106

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-43278

Planning Commission Meeting of 11/8/2011

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DEVELOPMENT

Case: SUP-43278
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SHANER CHERYL TRUST
8208 W CAMERO AVE
LAS VEGAS NV 89113-4405 89113-4405

20 APDFM11 8911 3

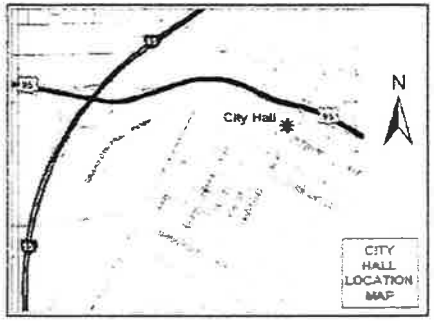
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Development Services Center
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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-43278

Planning Commission Meeting of 11/8/2011

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DEVELOPMENT

Case: SUP-43278
13934411008
WYATT ANDREW J
900 LAS VEGAS BLVD S #708
LAS VEGAS NV 89101-6848 89101-6848

30 HRDFN11 89101

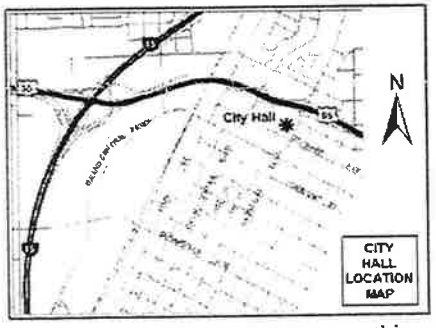
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-43278
Planning Commission Meeting of 11/8/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-43278

13934410221
611 SIXTH ST L L C
%R BRANDY
113 PINE ISLAND CT
LAS VEGAS NV 89134 89134-0000

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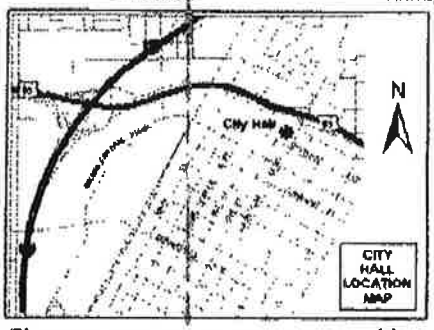
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-43278
Planning Commission Meeting of 11/8/2011

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PLANNING & DEVELOPMENT

Case: SUP-43278
13934411025
WENIG JEROME H FAMILY TRUST
WENIG JEROME TRS
7080 RAINFOREST DR
BOCA RATON FL 33434-5255 33434-5255

135 HPCPM11 33434

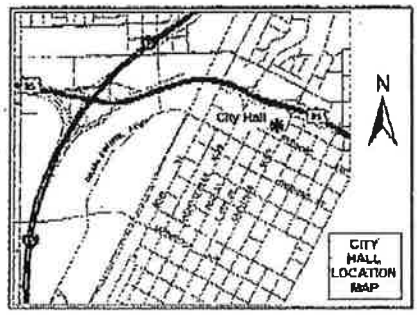
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Las Vegas, Nevada 89106

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Please use available blank space on card for your comments.

SUP-43278
Planning Commission Meeting of 11/8/2011

Case: SUP-43278
13934410155
PARCEL 155 L L C
2293 DUNEVILLE ST
LAS VEGAS NV 89146-3149 89146-3149

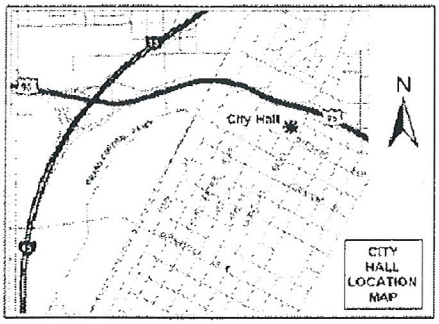
SB HRDFN11 89146

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TOTAL 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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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-43278

Planning Commission Meeting of 11/8/2011

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PLANNING & DEVELOPMENT

Case: SUP-43278
13934310075
CENTRAL PARK L L C
723 S CASINO CENTER BLVD
LAS VEGAS NV 89101-6716 89101-6716

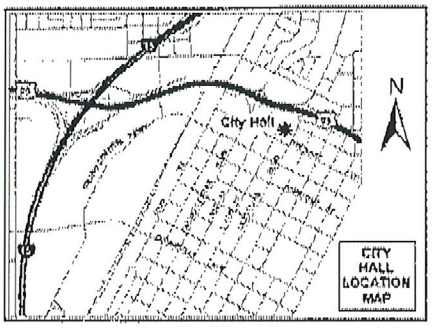
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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43278

Planning Commission Meeting of 11/8/2011

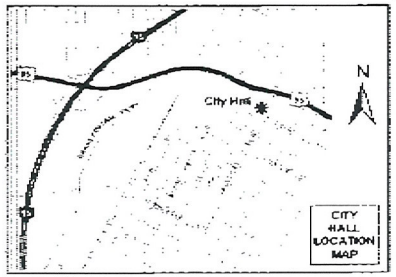
Case: SUP-43278
13934412026
LEWIS SHERWIN D & ROSE M
1625 ALEXANDER WY
LOS ALTOS CA 94024-6237 94024-6237

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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

[ ] [redacted]

Please use available blank space on card for your comments.

SUP-43278

Planning Commission Meeting of 11/8/2011

PRESORTED FIRST CLASS

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PLANNING & DEVELOPMENT

Case SUP-43278

13934410126
COLLURA MARY ETAL
3220 BRYANT AVE
LAS VEGAS NV 89102-2055 89102-2055

[redacted]

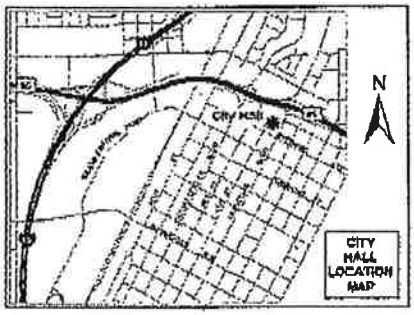
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Return Service Requested
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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43278
Planning Commission Meeting of 11/8/2011

Case: SUP-43278
13934410156
LAS VEGAS BOULEVARD DEV L L C
CITY OF LAS VEGAS LEASE
%A SCHWARTZ
2293 DUNEVILLE ST
LAS VEGAS NV 89146-3149 89146-3149

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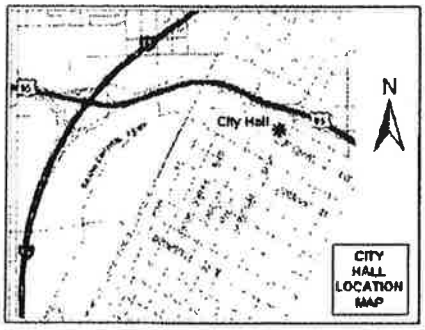
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TOTAL P.01

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 OCT 27 2011
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Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43278
Planning Commission Meeting of 11/8/2011

Case: SUP-43278
13934412071
4431901 PROPERTIES L P
9 BRAESIDE PL
MONTREAL QC H3Y 3E8
CANADA 0-0

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Nov – 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

PRESORTED FIRST CLASS

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Return Service Requested
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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43278
Planning Commission Meeting of 11/8/2011

Case: SUP-43278
13934410099
CAVIGLIA DENNIS G & C M MARTL TR
HECKETHORN LIVING TRUST
%D HECKETHORN
4181 SQUAW CREEK CT
LAS VEGAS NV 89120-3872 89120-3872

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Nov - 3 2011

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City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

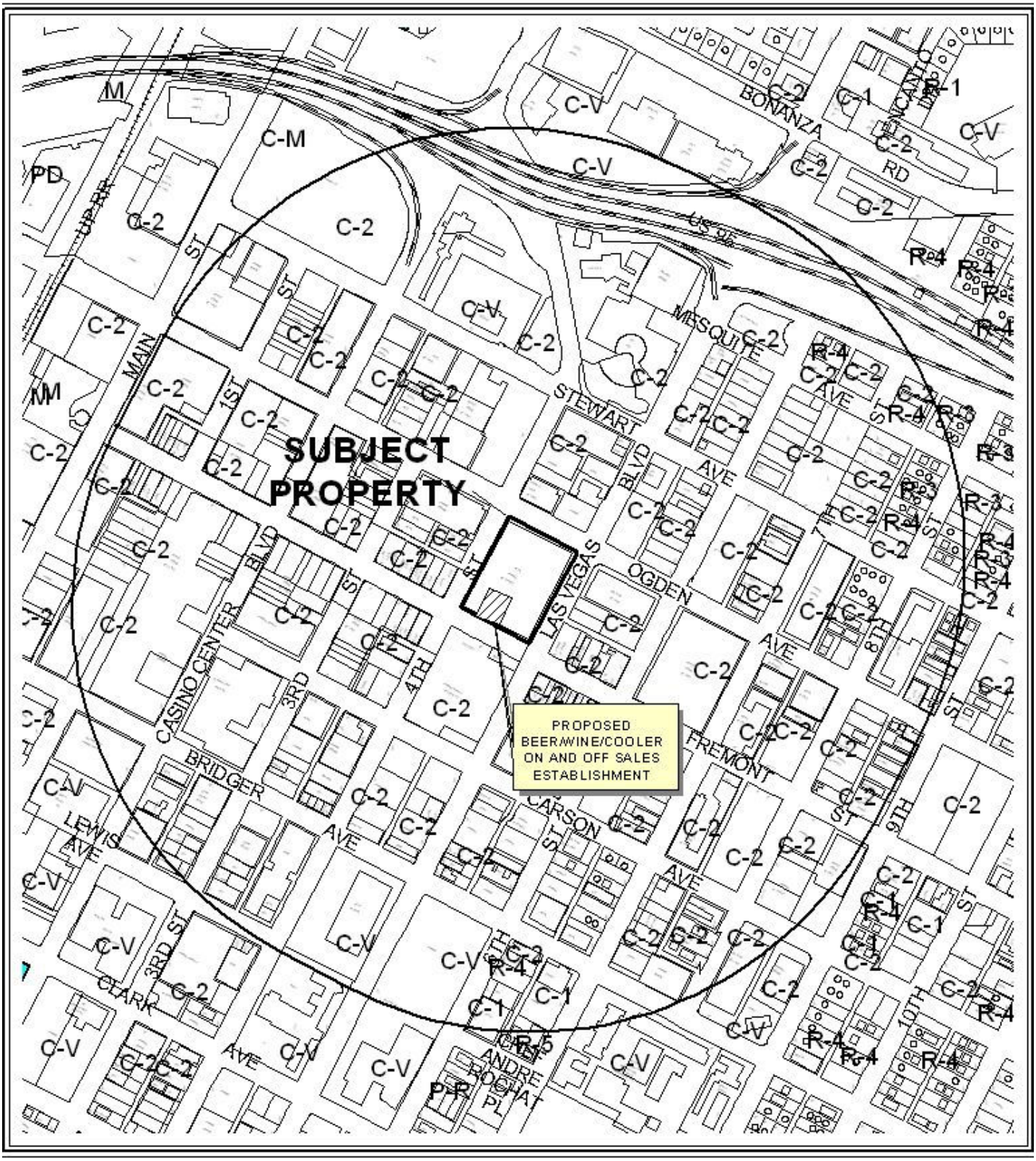
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-43347 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BJC ENTERPRISES, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER ON- AND OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH A PROPOSED 1,255 SQUARE-FOOT RESTAURANT at 450 Fremont Street, Suite #123 (APN 139-34-513-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject t to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 8, 2011 Planning Commission Meeting Items – SUP-43347



0 300 600 Feet

CASE: **SUP-43347**

RADIUS: 1500 FEET

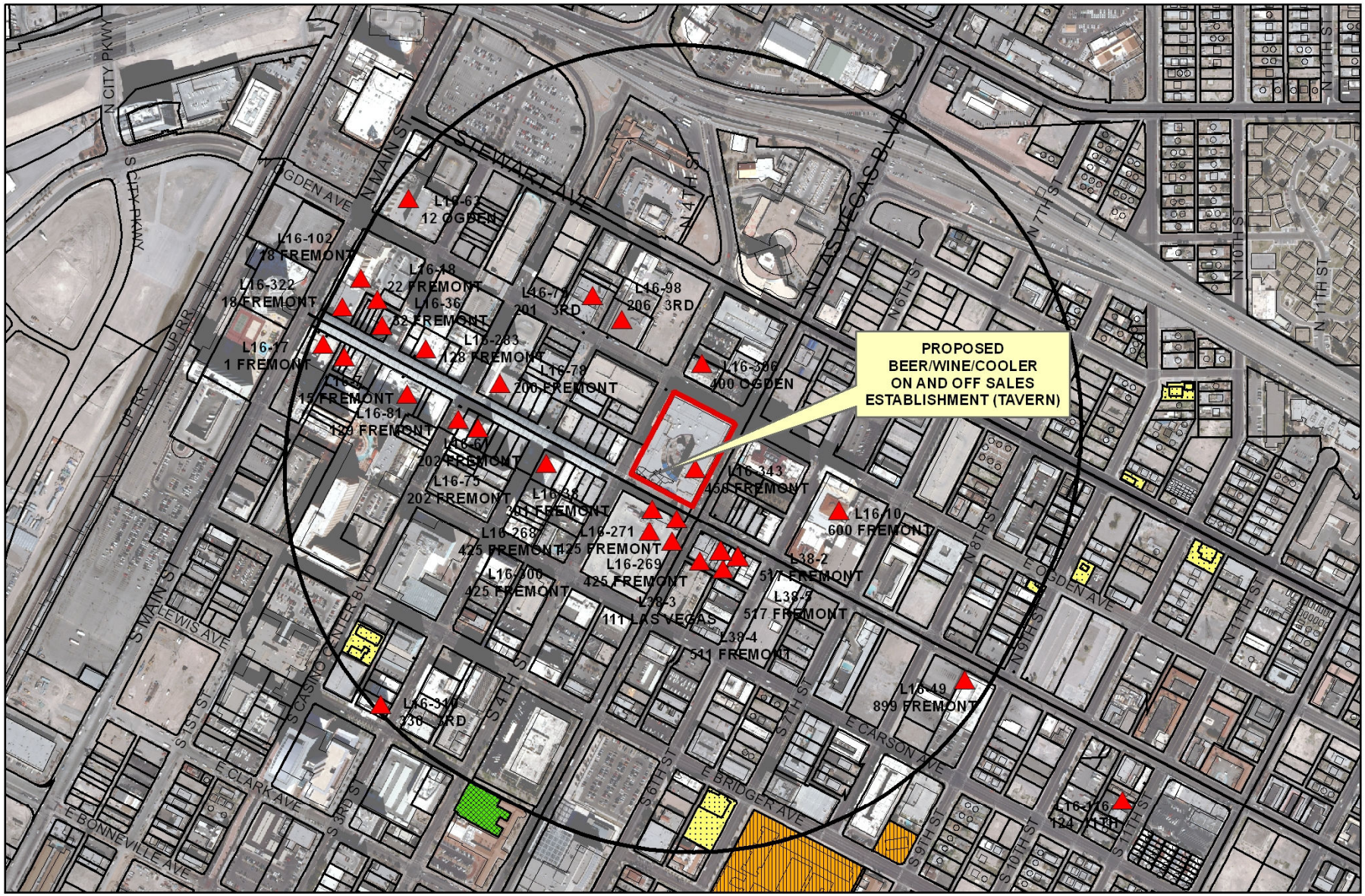
ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **SUP-43347**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



SUP-43347

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 285 570 1,140 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 7, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: BJC ENTERPRISES, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-43347	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

SUP-43347 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler On-Sale Establishment use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The applicant shall meet with staff to develop an address plan for the site prior to the issuance of a business license.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. No Off-Sale of Beer/Wine/Coolers is permitted.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
December 7, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is seeking a Special Use Permit for a Beer/Wine/Cooler On-Sale Establishment in conjunction with a proposed restaurant at 450 Fremont Street, Suite 123 located in the Neonopolis complex. This suite previously housed a similar use in a manner compatible with the surrounding businesses. Neonopolis is located between Fremont Street Experience and the Entertainment District and will not have a negative impact on the surrounding area. The proposed use meets all Title 19.08 requirements; therefore, staff recommends approval, with conditions.

ISSUES

- A Beer/Wine/Cooler On-Sale Establishment use is permitted in the C-2 (General Commercial) zoning district with an approved Special Use Permit.
- The applicant originally applied for a Beer/Wine/Cooler On-and Off-Sale Establishment use. However, via a revised justification letter received October 19, 2011, the applicant removed the Off-Sale portion of the request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) 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) for approximately 230 Acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south. The Planning Commission approved Reclassification of this property.
03/23/98	The City Council approved a Site Development Plan (SD-0003-98) on property bounded by Fremont Street, 4th Street, Ogden Avenue, and Las Vegas Boulevard South for a proposed 264,210 square-foot Retail/Entertainment Complex. The Planning Commission and staff recommended approval.
10/03/01	The City Council approved a Special Use Permit (U-0117-01) for a proposed 2,162 square-foot Liquor Establishment (Tavern) in conjunction with a Retail/Entertainment Complex at 450 Fremont Street, Suite 195. The Planning Commission and staff recommended approval.
01/16/02	The City Council approved a Master Sign Plan (MSP-0014-01) for a Retail/Entertainment Complex at 450 Fremont Street. The Planning Commission and staff recommended approval.

YK

05/01/02	The City Council approved a Special Use Permit (U-0024-02) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 101 with a Waiver of the minimum 1,500-foot separation requirement from religious facilities, Liquor Establishment (Taverns) and a school. The Planning Commission and staff recommended approval.
08/07/02	The City Council approved a Special Use Permit (U-0063-02) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 130 with a Waiver of the minimum 1,500-foot separation requirement from religious facilities, Liquor Establishment (Taverns) and a school. The Planning Commission and staff recommended approval. This use expired on 01/25/11.
11/20/02	The City Council approved a Special Use Permit (U-0124-02) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 320 with a Waiver of the minimum 1,500-foot distance separation requirement from a Liquor Establishment (Tavern), a religious facility, and a school. The Planning Commission and staff recommended approval.
10/15/08	The City Council approved a Special Use Permit (SUP-29230) for a proposed Liquor Establishment (Tavern) at 450 Fremont Street, Suite 150 with a Waiver of the minimum 1,500-foot distance separation requirement from a religious facility, Liquor Establishment (Tavern) and a school. The Planning Commission and staff recommended approval. This use expired on 10/15/09.
	The City Council approved a Special Use Permit (SUP-29237) for a proposed Liquor Establishment (Tavern) at 450 Fremont Street, Suite 101 with a Waiver of the minimum 1,500-foot distance separation requirement from a Liquor Establishment (Tavern), a religious facility, and a school. The Planning Commission and staff recommended approval. This use expired on 10/15/09.
11/05/08	The City Council approved a Special Use Permit (SUP-29607) for a Beer/Wine/Cooler On-Sale Establishment at 450 Fremont Street, Suite 117. The Planning Commission and staff recommended approval. This use expired on 11/05/10.
8/17/11	The City Council approved a Special Use Permit (SUP-41908) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 101 with a Waiver of the minimum 1,500-foot distance separation requirement from a Liquor Establishment (Tavern), a religious facility, and a school. The Planning Commission and staff recommended approval.
09/13/11	The Planning Commission approved a Special Use Permit (SUP-42686) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 130 with a Waiver of the minimum 1,500-foot distance separation requirement from a Liquor Establishment (Tavern), a religious facility, and a school. Staff recommended approval.
11/08/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 31/yk).

Most Recent Change of Ownership	
06/08/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/07/08	A Business License (R07-00816) for a restaurant was issued at 450 Fremont Street, Suite 123. The license expired as out-of-business on 11/13/09.
09/14/11	A Business License (R07-00970) for a restaurant was issued at 450 Fremont Street, Suite 123. This license remains active.
08/30/11	A Business License (L09-94418) for a Beer/Wine/Cooler On-Sale Establishment was applied for at 450 Fremont Street, Suite 123. This license is on hold pending the approval of a Special Use Permit. Please note: the applicant has changed the request to a Beer/Wine/Cooler On-and Off-Sale Establishment.

Pre-Application Meeting	
09/20/11	A Pre-Application meeting was held with the applicant to discuss the requirements for a Beer/Wine/Cooler On-and Off-Sale Establishment use at 450 Fremont Street, Suite #123.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/29/11	Staff conducted a field visit to the site and found a vacant suite in the Neonopolis complex. The site was clean and well maintained.

Details of Application Request	
Site Area	
Net Acres	2.75

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail	C (Commercial)	C-2 (General Commercial)
North	Hotel	C (Commercial)	C-2 (General Commercial)

YK

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Parking/Restaurant Taverns	C (Commercial)	C-2 (General Commercial)
East	Parking, Retail	C (Commercial)	C-2 (General Commercial)
West	Retail	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
A-O (Airport Overlay) District	X		N/A
Downtown Casino Overlay District	X		Y
Downtown Entertainment Overlay District	X		Y
Live/Work Overlay District	X		N/A
Las Vegas Boulevard Scenic Byway Overlay District	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

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	
Shopping Center	264,210 SF	1:250 SF	1,057				
TOTAL SPACES REQUIRED			1,057		680		Y

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. Ample parking is provided in the basement parking garage and another parking garage located just to the south of the project. In addition, the site is located on a major mass transit route.

YK

ANALYSIS

A Beer/Wine/Cooler On-Sale Establishment use is defined per Title 19.18.020 as "an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which thirty or more people may be served with meals at any one time at tables or stools." The use will be located in a proposed 54-seat restaurant where a similar use operated without incident.

The subject property has 680 parking spaces located within the subterranean parking garage below the existing retail and entertainment development, with additional parking available in other parts of the Casino Core District. This proposal will not increase the intensity of the use within the given suite any more than the alcohol and restaurant uses that were originally approved for the suite.

The applicant originally applied for a Beer/Wine/Cooler On-and Off-Sale Establishment use but decided that an Off-Sale Establishment use was not required. They will not sell alcohol for off-premise consumption. Since the proposed use can be conducted in a manner that is harmonious and compatible with existing uses in the surrounding area, staff recommends approval, with conditions.

FINDINGS (SUP-43357)

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.**

   This proposal can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses in the Neonopolis Entertainment Complex.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed location has previously operated as a restaurant within a 264,210 square-foot multi-level retail/entertainment venue in the Downtown Casino Overlay District. There are similar types of uses of the same level of intensity; therefore, this proposal will contribute to the entertainment attractions that are supported in this area.

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.**

   Vehicular traffic will utilize the Fremont Street Experience parking garage, which is accessed from Carson Avenue and 4th Street, both of which are 80-foot Secondary Collectors and the underground parking garage, which is accessed from 4th Street, and will be adequate for traffic generated by the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   A Beer/Wine/Cooler On-Sale Establishment use within a Retail /Entertainment Complex will be subject to regular City and County inspections for licensing; therefore, public health, safety, and welfare will not be compromised.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Beer/Wine/Cooler On-Sale Establishment use meets all Title 19.12 requirements. There is no anticipated impact to the surrounding Downtown Casino Core District with this use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 33

NOTICES MAILED 215 (By City Clerk)

APPROVALS 0

PROTESTS 1

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-43347 APN: 139-34-513-002

Name of Property Owner: FAEC Holdings Wirrulla, LLC

Name of Applicant: BJC Enterprises, LLC

Name of Representative: Environmental Design Group, LLC

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: Dharmesh Bhanabhai

Subscribed and sworn before me

This 21st day of Sept, 2011

_____

Notary Public in and for said County and State

BETH A. GARDNER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08/12/12
Certificate No: 93-2564-1

RECEIVED
SEP 22 2011
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: BJC Enterprises, LLC

Project Address (Location) 450 Fremont Street, Suite 123

Project Name Fremont Mediterranean Cafe **Proposed Use** Restaurant

Assessor's Parcel #(s) 139-34-513-002 **Ward #** 5

General Plan: existing ~~MIXED USE~~ proposed s/a **Zoning:** existing C-2 proposed s/a

Commercial Square Footage 1,255 sf **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information

PROPERTY OWNER FAEC Holdings Wirrulla, LLC **Contact** Dan Bhanabhai

Address 450 Fremon Street, Suite 370 **Phone:** (702) 243-0654 **Fax:** (702) 671-0092

City Las Vegas **State** NV **Zip** 89101

E-mail Address dan@wirrulla.com

APPLICANT BJC Enterprises, LLC **Contact** Renato Di Antonio

Address 450 Fremont St, Suite 123 **Phone:** (702) 480-3936 **Fax:**

City Las Vegas **State** NV **Zip** 89101

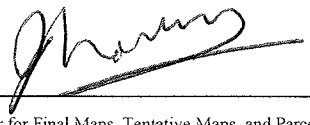
E-mail Address romagrill@yahoo.com

REPRESENTATIVE Environmental Design Group **Contact** Jim Naven

Address 450 Fremont St, Suite 233 **Phone:** (702) 979-9900 **Fax:** (702) 979-1326

City Las Vegas **State** NV **Zip** 89101

E-mail Address Jim@EDG-NV.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 Dharmesh Bhanabhai

Subscribed and sworn before me

This 21st day of Sept, 20 11.



Notary Public in and for said County and State

BETH A. GARDNER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08/12/12
Certificate No: 93-2564-1

FOR DEPARTMENT USE ONLY

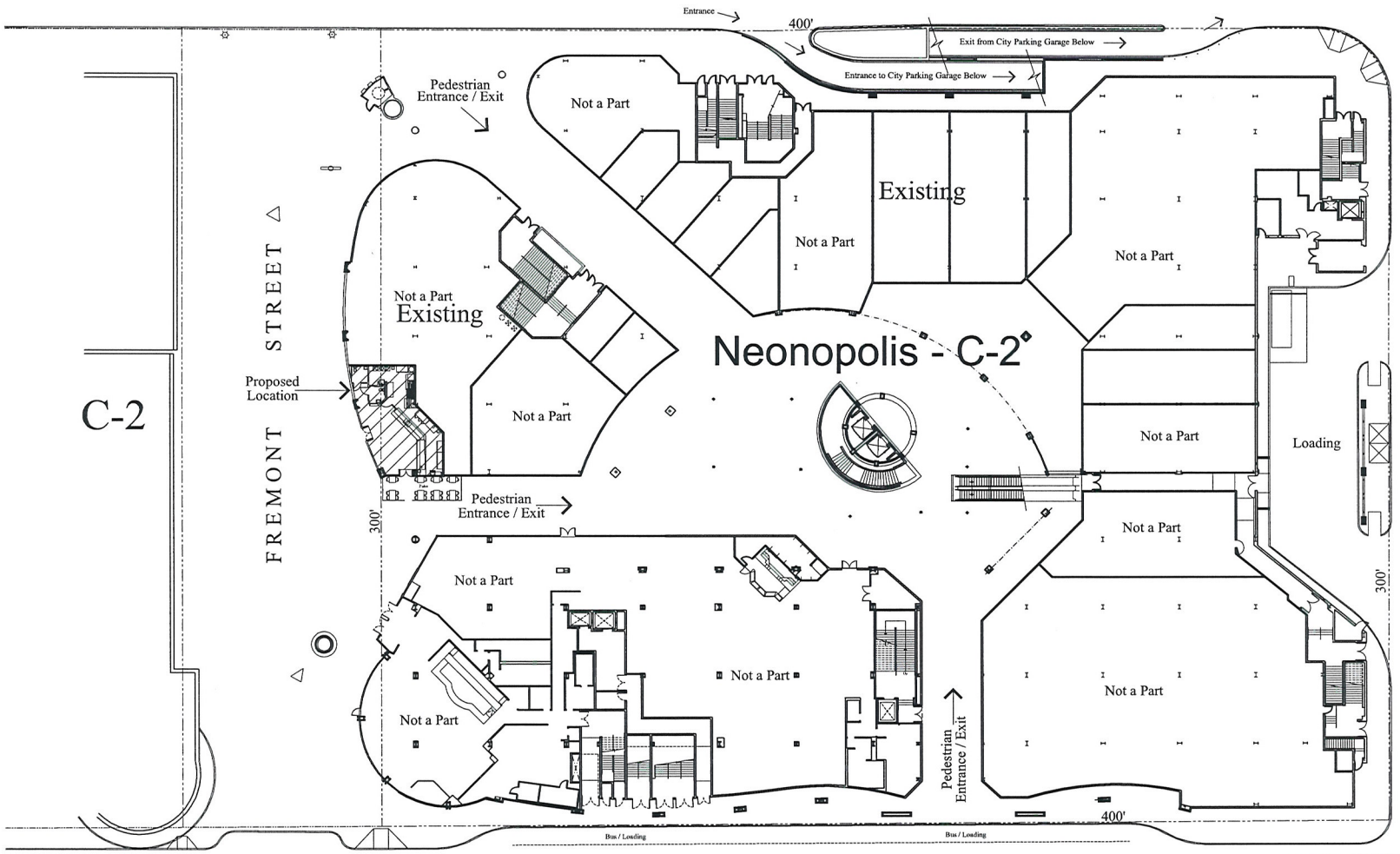
Case #	SUP-43347
Meeting Date:	11-8-11
Total Fee:	1280.00
Date Received:*	9-22-11
Received By:	JFM

*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

C-2 C-2 C-2

FOURTH STREET



LAS VEGAS BOULEVARD

SITE INFORMATION

ZONING:
C-2 - General Commercial District

COMMERCIAL AREA :

Parcel : (Approximate, to be Verified)
Gross Area 119,790 sf 2.75 acres

Building:
Overall Area 320,000 sf

Suite 123: 1,255 gsf

PARKING REQUIREMENTS

Parking Required:
Shopping Center 1 per 250 sf
Total Required: 1,255 * 4 = 6

Provided:
*** per City Public Parking Garage Below**
Total Provided: 6
Parking Ratio: 4.0 per 1000 1 per 250

H/C Required:
Total Spaces per chart 1
Total Provided: 1
* per City Public Parking Garage Below



Vicinity Map

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C-2 **Site Plan** C-2

North

Scale: 1" = 20'
0 20 40 80

Project No.| 111026 September 14, 2011

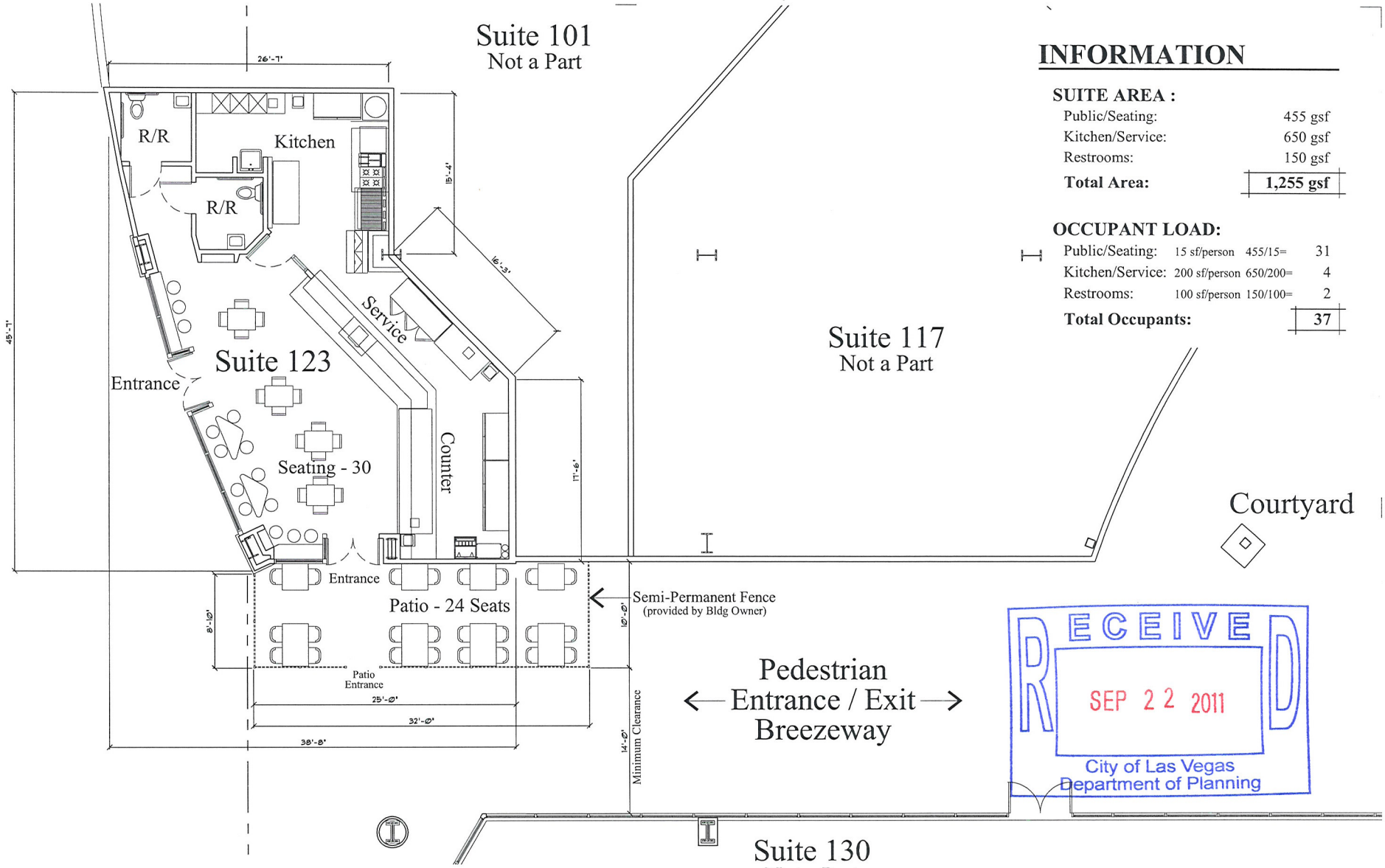
Fremont Mediterranian Cafe at Neonopolis

Las Vegas, Nevada

SUP-43347

RECEIVED
SEP 22 2011
City of Las Vegas
Department of Planning

Environmental DESIGN GROUP
ARCHITECTURE ▪ PLANNING ▪ INTERIORS
LAS VEGAS ▪ SCOTTSDALE



INFORMATION

SUITE AREA :

Public/Seating:	455 gsf
Kitchen/Service:	650 gsf
Restrooms:	150 gsf
Total Area:	**1,255 gsf**

OCCUPANT LOAD:

Public/Seating:	15 sf/person	455/15=	31
Kitchen/Service:	200 sf/person	650/200=	4
Restrooms:	100 sf/person	150/100=	2
Total Occupants:			**37**

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SEP 22 2011
City of Las Vegas
Department of Planning

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Floor Plan

North

Scale: 1/4" = 1'-0"
0 2 4 8

Project No.: 111026 September 14, 2011

Fremont Mediterranian Cafe at Neonopolis

Las Vegas, Nevada

Environmental DESIGN GROUP
ARCHITECTURE • PLANNING • INTERIORS
LAS VEGAS • SCOTTSDALE

SUP-43347



SUP-43347 - APPLICANT: BJC ENTERPRISES, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC
450 FREMONT STREET, SUITE #123

09/29/11



SUP-43347 - APPLICANT: BJC ENTERPRISES, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC
450 FREMONT STREET, SUITE #123

09/29/11

NEONOPOLIS
at Fremont Street Experience

450 Fremont Street, Suite # 370, Las Vegas, NV 89101
Phone : 702.243.0654 Fax : 702.671.0092

RECEIVED
OCT 19 2011

September 22, 2011

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Special Use Permit with Respect to Neonopolis Suite 123 - Fremont Mediterranean Cafe

To Whom It May Concern:

Please accept this Letter of Justification, requesting the following Waivers:

1. Waiver of the restricted distance of 1,500 feet from other taverns.
2. Waiver of the restricted distance of 1,500 ft from religious (one at 1,345 ft) or school facilities (one at 1,394 ft).

The intended use of Suite 123 is a Restaurant with Beer/Wine/Cooler On-Sales; the new tenant will occupy approximately 1,255 sq. ft. with the business name of "Fremont Mediterranean Cafe". Initially the business will have 6-10 employees and operate from 10:00 am to 11:00 pm weekdays and until 12:00 pm on weekends. There are no specific State licenses required for this Use/Business.

The proposed Use/Business is compatible with the General Plan and suitable for the type and intensity being proposed. Streets and access should have no detrimental impacts from this Use/Business and the approval of the Special Use Permit will not be inconsistent with the public health, safety, welfare or objectives of the General Plan.

This suite was issued a CofO in 2002 as French Express and later another CofO was issued as the Taste of California. This Use/Business is within the existing Casino overlay and is conducive to the City's policy of adding more restaurants on Fremont Street which is adjacent to the Fremont East Entertainment District.

Neonopolis and this Suite are also a part of the following overlays:
Downtown Centennial Plan, Las Vegas Redevelopment Plan, Live Work Overlay, Las Vegas Scenic Byway Overlay and Airport Overlay (200 feet). To the best of our knowledge this Use/Business are in compliance with all the above overlay's requirements.

Public and employee parking is provided on-site within the City of Las Vegas Neonopolis Parking Garage (two levels below grade), additional Public parking can be found at the CLV's Red Garage (across Fremont St.) and two major RTC bus stops exist on both the east (LVB) and west (4th St.) side of Neonopolis adjacent to Fremont street.

Thank you for your consideration for approval of the Special Use Permit requested for Suite 123 - Fremont Mediterranean Cafe.

Respectfully,

Renato Di Antonio
Fremont Mediterranean Cafe

SUP-43347
REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

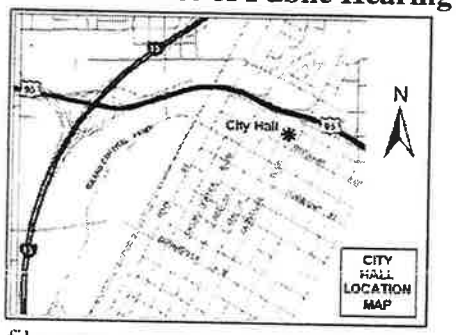
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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EVELOPMENT

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

No, No, No...

~~Please use available blank space on card for your comments.~~

SUP-43347
Planning Commission Meeting of 11/8/2011

13934613081 Case: SUP-43347
MISHUCK LAWRENCE R & M L REV TR
MISHUCK LAWRENCE R & MARIA L TRS
18604 FIELDBROOK ST
ROWLAND HEIGHTS CA 91748-4831 9174

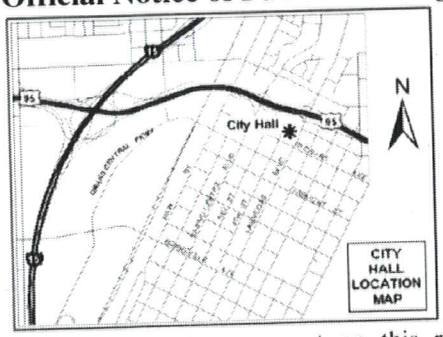
89 HRDFN11 91748

Submitted after final agenda
Date 11-08-2011
Item 31
31P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43347

Planning Commission Meeting of 11/8/2011

PRESORTED FIRST CLASS

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0004279218 OCT 27 2011
MAILED FROM ZIP CODE 89101

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PLANNING AND DEVELOPMENT

Case: SUP-43347
13934201020
OAKBROOK REALTY INVEST II L L C
1000 ROYCE BLVD
OAKBROOK IL 60181-4809 60181-4809

116 HRDFN11 60181

31A

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

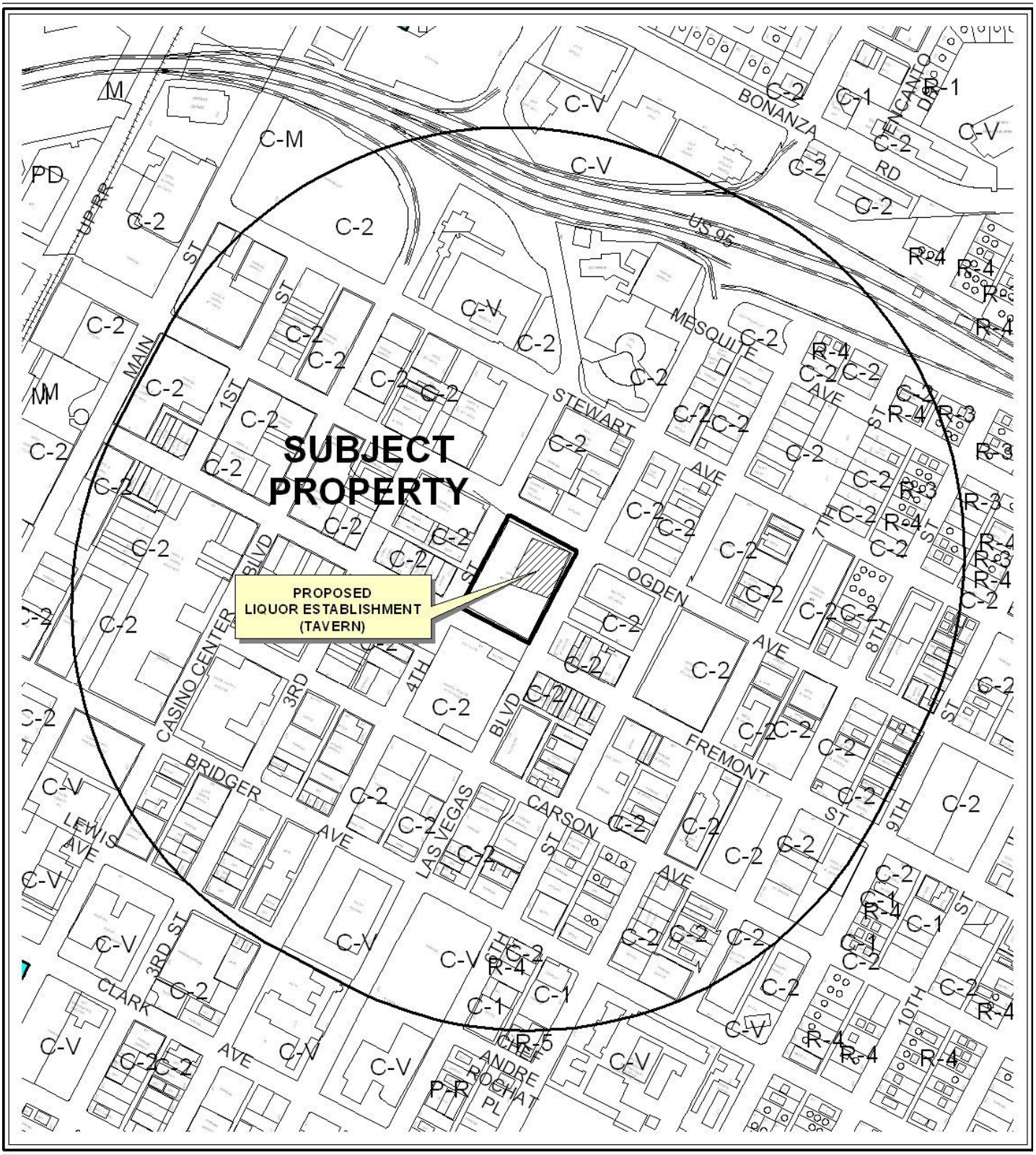
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-43357 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KASTLE MANAGEMENT, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 22,160 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM ANOTHER LIQUOR ESTABLISHMENT (TAVERN), A 1,200-FOOT DISTANCE SEPARATION FROM A RELIGIOUS FACILITY, AND A 1,340-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 1,500 FEET IS REQUIRED at 450 Fremont Street, in a portion of Suite #130 (APN 139-34-513-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 8, 2011 Planning Commission Meeting Item – SUP-43357



0 300 600 Feet

CASE: **SUP-43357**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



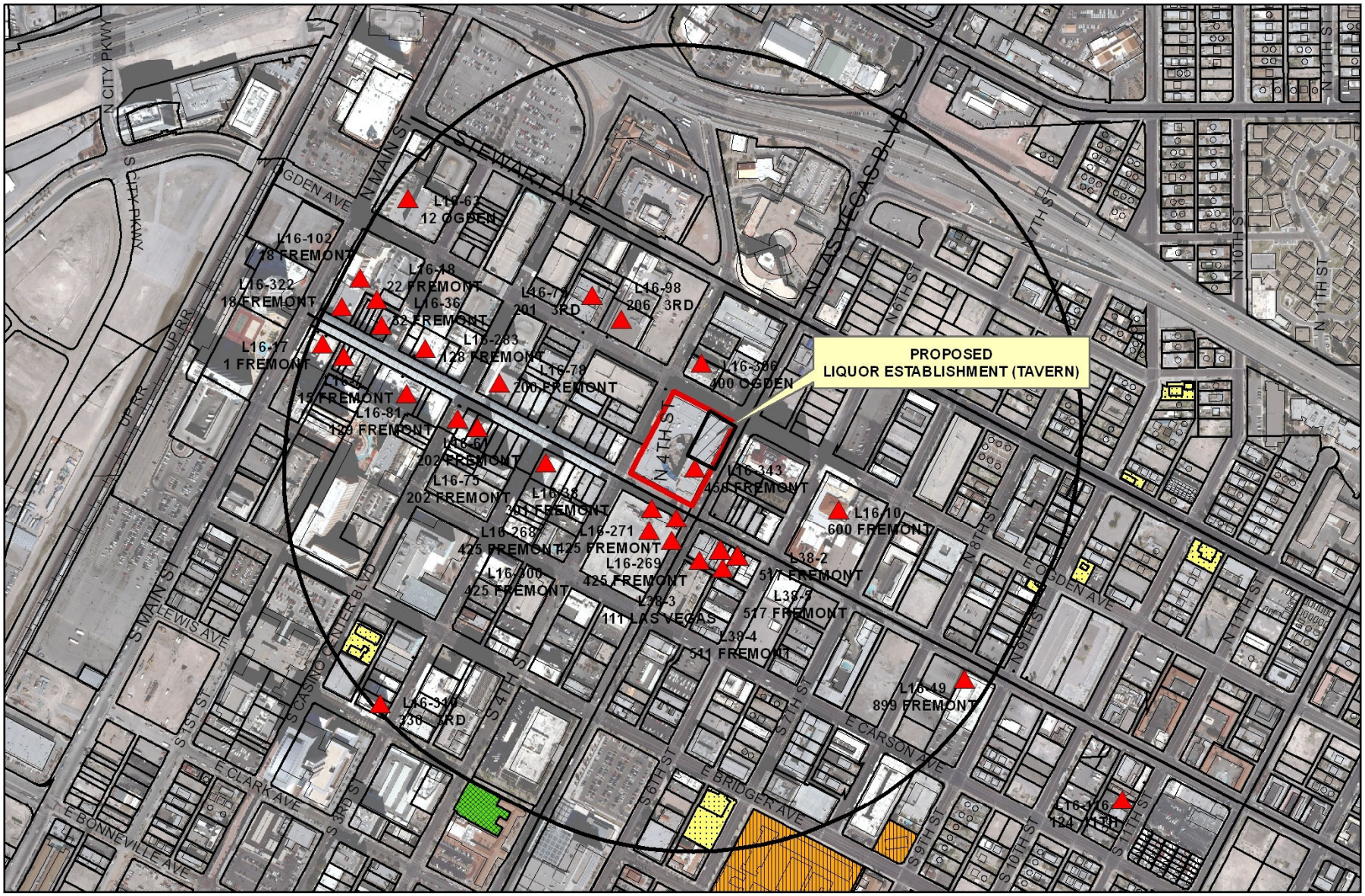
0 300 600 Feet

CASE: **SUP-43357**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-43357

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 285 570 1,140 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CIT Y COUNCIL MEETING DATE: DECEMBER 7, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: KASTLE MANAGEMENT, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-43357	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

SUP-43357 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Liquor Establishment (Tavern) use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The applicant shall meet with staff to have a suite number assigned prior to the issuance of a business license or a building permit.

4. A Waiver of Title 19.08 to allow a zero-foot separation distance from another Liquor Establishment (Tavern) use, a 1,200-foot distance separation from a religious facility, and a 1,340-foot distance separation from a school where a minimum 1,500-foot separation is required is hereby approved.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

Staff Report Page One
December 7, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to establish a 22,160 square-foot Liquor Establishment (Tavern) on the second floor portion of a two-story suite. This entitlement will encompass only the areas requested with the submitted floor plans. The suite was formerly occupied by another Liquor establishment (Tavern) that has since gone out of business, leaving the suite vacant. The suite is located in the Neonopolis complex located between Fremont Street Experience and the Entertainment District and will not have a negative impact on the surrounding area. Staff recommends approval, with conditions.

ISSUES

- A Liquor Establishment (Tavern) is permitted in the C-2 (General Commercial) zoning district with an approved Special Use Permit.
- The previous entitlement (U-0063-02) for a Liquor Establishment (Tavern) use expired on 01/25/11.
- A Waiver of Title 19.08 is required to allow a zero-foot separation distance from another Liquor Establishment (Tavern) use, a 1,200-foot distance separation from a religious facility, and a 1,340-foot distance separation from a school where a minimum 1,500-foot separation is required. Staff supports the waiver request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) 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) for approximately 230 Acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south. The Planning Commission approved Reclassification of this property.
03/23/98	The City Council approved a Site Development Plan (SD-0003-98) on property bounded by Fremont Street, 4th Street, Ogden Avenue, and Las Vegas Boulevard South for a proposed 264,210 square-foot Retail/Entertainment Complex. The Planning Commission and staff recommended approval.

10/03/01	The City Council approved a Special Use Permit (U-0117-01) for a proposed 2,162 square-foot Liquor Establishment (Tavern) in conjunction with a Retail/Entertainment Complex at 450 Fremont Street, Suite 195. The Planning Commission and staff recommended approval.
01/16/02	The City Council approved a Master Sign Plan (MSP-0014-01) for a Retail/Entertainment Complex at 450 Fremont Street. The Planning Commission and staff recommended approval.
05/01/02	The City Council approved a Special Use Permit (U-0024-02) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 101 with a Waiver of the minimum 1,500-foot separation requirement from religious facilities, Liquor Establishment (Taverns) and a school. The Planning Commission and staff recommended approval.
08/07/02	The City Council approved a Special Use Permit (U-0063-02) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 130 with a Waiver of the minimum 1,500-foot separation requirement from religious facilities, Liquor Establishment (Taverns) and a school. The Planning Commission and staff recommended approval. This use expired on 01/25/11.
11/20/02	The City Council approved a Special Use Permit (U-0124-02) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 320 with a Waiver of the minimum 1,500-foot distance separation requirement from a Liquor Establishment (Tavern), a religious facility, and a school. The Planning Commission and staff recommended approval.
10/15/08	The City Council approved a Special Use Permit (SUP-29230) for a proposed Liquor Establishment (Tavern) at 450 Fremont Street, Suite 150 with a Waiver of the minimum 1,500-foot distance separation requirement from a religious facility, Liquor Establishment (Tavern) and a school. The Planning Commission and staff recommended approval. This use expired on 10/15/09.
	The City Council approved a Special Use Permit (SUP-29237) for a proposed Liquor Establishment (Tavern) at 450 Fremont Street, Suite 101 with a Waiver of the minimum 1,500-foot distance separation requirement from a Liquor Establishment (Tavern), a religious facility, and a school. The Planning Commission and staff recommended approval. This use expired on 10/15/09.
11/05/08	The City Council approved a Special Use Permit (SUP-29607) for a Beer/Wine/Cooler On-Sale Establishment at 450 Fremont Street, Suite 117. The Planning Commission and staff recommended approval. This use expired on 11/05/10.
8/17/11	The City Council approved a Special Use Permit (SUP-41908) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 101 with a Waiver of the minimum 1,500-foot distance separation requirement from a Liquor Establishment (Tavern), a religious facility, and a school. The Planning Commission and staff recommended approval.

09/13/11	The Planning Commission approved a Special Use Permit (SUP-42686) for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 130 with a Waiver of the minimum 1,500-foot distance separation requirement from a Liquor Establishment (Tavern), a religious facility, and a school. Staff recommended approval.
11/08/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 12/yk).

Most Recent Change of Ownership	
06/08/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/25/09	Business License #L16-00314 was issued for a Liquor Establishment (Tavern) at 450 Fremont Street, Suite 130. Business operations ceased on 1/25/11, with the Special Use Permit entitlement expiring 180 days after on 07/27/11.
06/28/11	Business License #G04-07293 was issued for Retail Kiosk at 450 Fremont Street. The license is still active.

Pre-Application Meeting	
09/20/11	A Pre-Application meeting was held with the applicant to discuss the requirements for a Liquor Establishment (Tavern) use on the second floor at 450 Fremont Street, Suite #130. The issue of what suite number would be used for this business was discussed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/29/11	Staff conducted a field visit to the site and found a vacant suite in the Neonopolis complex. The proposed location is on the second floor but has a main entrance on the ground level. The site was clean and well maintained.

Details of Application Request	
Site Area	
Net Acres	2.75

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Retail	C (Commercial)	C-2 (General Commercial)
North	Hotel	C (Commercial)	C-2 (General Commercial)
South	Parking/Restaurant Taverns	C (Commercial)	C-2 (General Commercial)
East	Parking, Retail	C (Commercial)	C-2 (General Commercial)
West	Retail	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
A-O (Airport Overlay) District	X		N/A
Downtown Casino Overlay District	X		Y
Downtown Entertainment Overlay District	X		Y
Live/Work Overlay District	X		N/A
Las Vegas Boulevard Scenic Byway Overlay District	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

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	
Shopping Center	264,210 SF	1:250 SF	1,057				
TOTAL SPACES REQUIRED			1,057		680		Y
							YK

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. Ample parking is provided in the basement parking garage and another parking garage located just to the south of the project. In addition, the site is located on a major mass transit route.

Waivers		
Requirement	***Request***	***Staff Recommendation***
1,500 feet from another Liquor Establishment (Tavern)	A zero-foot distance separation from another Liquor Establishment (Tavern)	Approval
1,500 feet from a religious facility	A 1,200-foot distance separation from a religious facility	Approval
1,500 feet from a school	A 1,340-foot distance separation from a school	Approval

ANALYSIS

The applicant proposes to reestablish a Liquor Establishment (Tavern) use within a 22,160 square-foot, second floor portion of a previously entitled Tavern use. A Special Use Permit (U-0063-02) was previously approved for a Liquor Establishment (Tavern), but the entitlement expired after the business ceased for more than 180 days. This is the second of two new taverns to be created by the subdivision of the previous tavern by way tenant improvement permits. One tavern will be located on the first floor and the second will be located on the second floor with a first floor entrance.

The subject property has 680 parking spaces located within the subterranean parking garage below the existing retail and entertainment development, with additional parking available in other parts of the Casino Core District. This proposal will not increase the intensity of the use within the given suite any more than the original alcohol and restaurant uses that were originally approved for the suite.

Pursuant to Title 19.12.050and 070, Waivers of required distance separation may be requested for Liquor Establishment (Tavern) uses proposed within the Central Casino Core of the Downtown Centennial Plan. Staff recommends approval of the requested Waivers, as the proposed use meets the intent of the Downtown Centennial Plan - Casino Core District and will be in a location that has previously operated as a Liquor Establishment (Tavern) use without incident.

The proposed Liquor Establishment (Tavern) use can be conducted in a manner that is harmonious and compatible with the existing adjacent land uses; therefore, staff recommends approval with conditions.

FINDINGS (SUP-43357)

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 subject site was previously approved by Special Use Permit (U-0063-02) as a Liquor Establishment (Tavern) with Waivers of the minimum 1,500-foot distance separation requirement from a religious facility, a Liquor Establishment (Tavern), and a school. This entitlement has since expired; however, this proposal can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses as had been previously demonstrated.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed location has previously operated as a Liquor Establishment (Tavern) use and Restaurant within a 264,210 square-foot multi-level retail/entertainment venue in the Downtown Casino Overlay District. There are similar types of uses of the same level of intensity; therefore, this proposal will contribute to the entertainment attractions that are supported in this area. Requested waivers of distance separation requirements are supported due to the location of the site within the Downtown Centennial Plan – Casino Core District.

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.**

   Vehicular traffic will utilize the Fremont Street Experience parking garage, which is accessed from Carson Avenue and 4th Street, both of which are 80-foot Secondary Collectors and the underground parking garage, which is accessed from 4th Street, and will be adequate for traffic generated by the proposed Liquor Establishment (Tavern).

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

A Liquor Establishment (Tavern) within a Retail /Entertainment Complex will be subject to regular City and County inspections for licensing; therefore, public health, safety, and welfare will not be compromised.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Liquor Establishment (Tavern) use does not meet the minimum separation distance requirements. A Waiver has been requested by the applicant to allow no separation distance from a Liquor Establishment (Tavern), a 1,200-foot distance separation from a religious facility, and a 1,340-foot separation distance from a school where a minimum 1,500-foot distance separation is required. There is no anticipated impact to the surrounding Downtown Casino Core District with the reestablishment of this use; therefore, approval of the waiver request is recommended.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 33

NOTICES MAILED 215 (By City Clerk)

APPROVALS 1

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-43357 APN: 139-34-513-002

Name of Property Owner: FAEC Holdings Wirralla, LLC

Name of Applicant: Kactle Mgmt, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Dharmesh Bhanabhai

Subscribed and sworn before me

This 9th day of Sept, 20 11

Notary Public in and for said County and State

BETH A. GARDNER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08/12/12
Certificate No: 93-2564-1

RECEIVED
SEP 22 2011
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Kastle Mgmt, LLC

Project Address (Location) 450 Fremont Street, 2nd Floor, Las Vegas, NV 89101

Project Name Drink and Drag **Proposed Use** nightclub

Assessor's Parcel #(s) 139-34-513-002 **Ward #** _____

General Plan: existing ✓ proposed _____ **Zoning:** existing ✓ proposed _____

Commercial Square Footage ± 22,000 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER FAEC HOLDINGS/WIRRULLA, LLC **Contact** Dan Bhanabhai

Address 450 Fremont Street, #370 **Phone:** 243-0654 **Fax:** 671-0092

City Las Vegas **State** NV **Zip** 89101

E-mail Address danewirralla.com

APPLICANT Kastle Mgmt, LLC **Contact** Sia Amini

Address 1050 Flamingo Road, #251 **Phone:** 310-849-9823 **Fax:** _____

City Las Vegas **State** NV **Zip** 89119

E-mail Address siaaminiehotmail.com

REPRESENTATIVE Project Designer **Contact** Jim Raven

Address 450 Fremont Suite 233 **Phone:** 979 9900 **Fax:** 971-9326

City LV NV **State** Nv **Zip** 89101

E-mail Address Jim@edg-nv.com 971 9326 FAX

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Dharmesh Bhanabhai

Subscribed and sworn before me

This 9th day of Sept, 20 11.

_____

Notary Public in and for said County and State

BETH A. GARDNER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08/12/12
Certificate No: 93-2564-1

FOR DEPARTMENT USE ONLY

Case #	SUP-43357
Meeting Date:	11-8-11
Total Fee:	1280.00
Date Received:*	9-22-11
Received By:	JFM

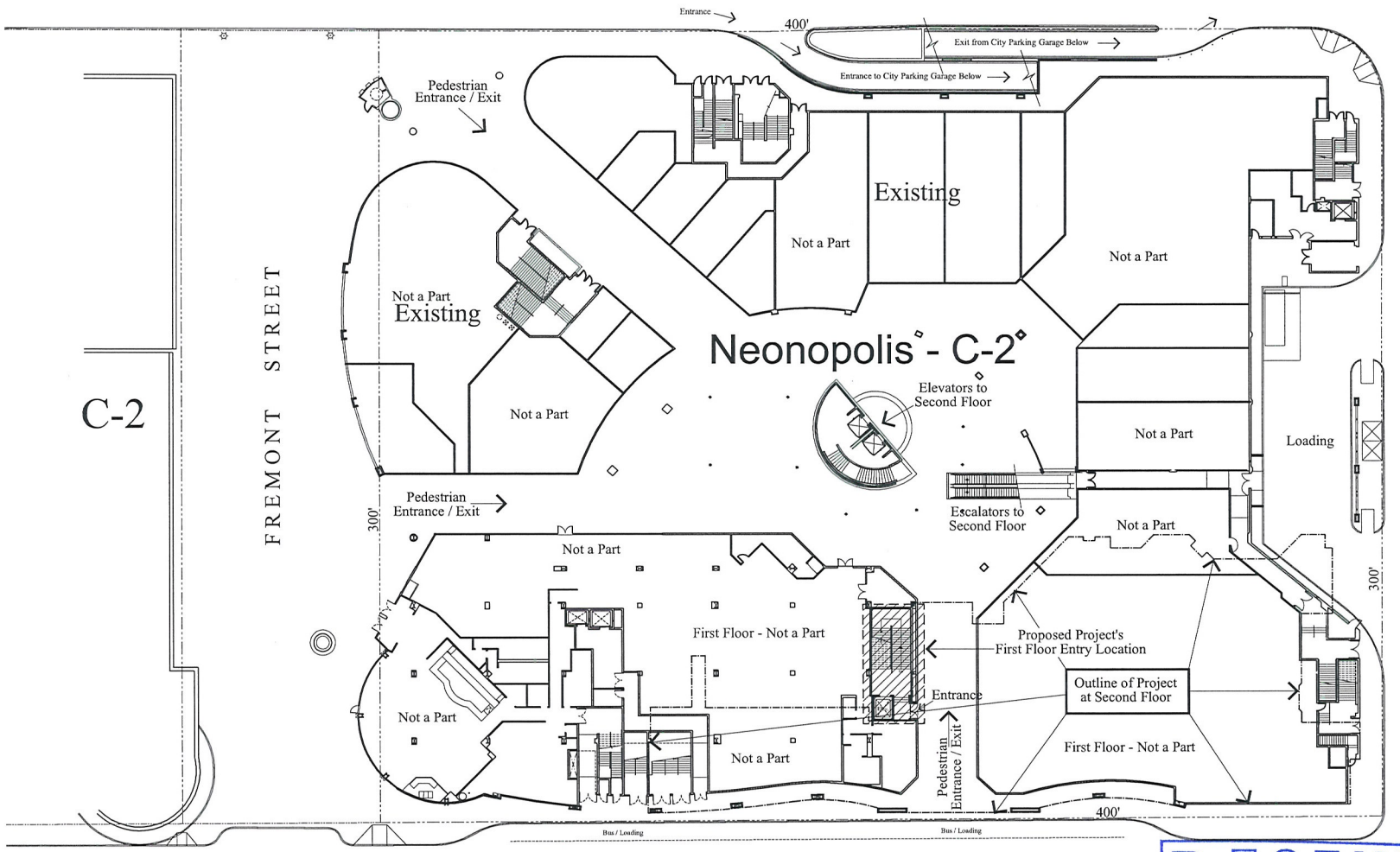
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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C-2 C-2 C-2

FOURTH STREET



LAS VEGAS BOULEVARD

SITE INFORMATION

ZONING:
C-2 - General Commercial District

COMMERCIAL AREA :
Parcel : (Approximate, to be Verified)
Gross Area 119,790 sf 2.75 acres
Building:
Overall Area 320,000 sf

Suite 130-2nd Floor:
Total Area: **20,185 gsf**

PARKING REQUIREMENTS
Parking Required:
Shopping Center 1 per 250 sf
Total Required: 20.2 * 4 = **81**

Provided:
*** per City Public Parking Garage Below**
Total Provided: **81**
Parking Ratio: 4.0 per 1000 1 per 250

H/C Required:
Total Spaces per chart 4
Total Provided: **4**
* per City Public Parking Garage Below



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C-2 Site Plan C-2

North

Scale: 1" = 20'
0 20 40 80

Project No.: 111030 September 22, 2011

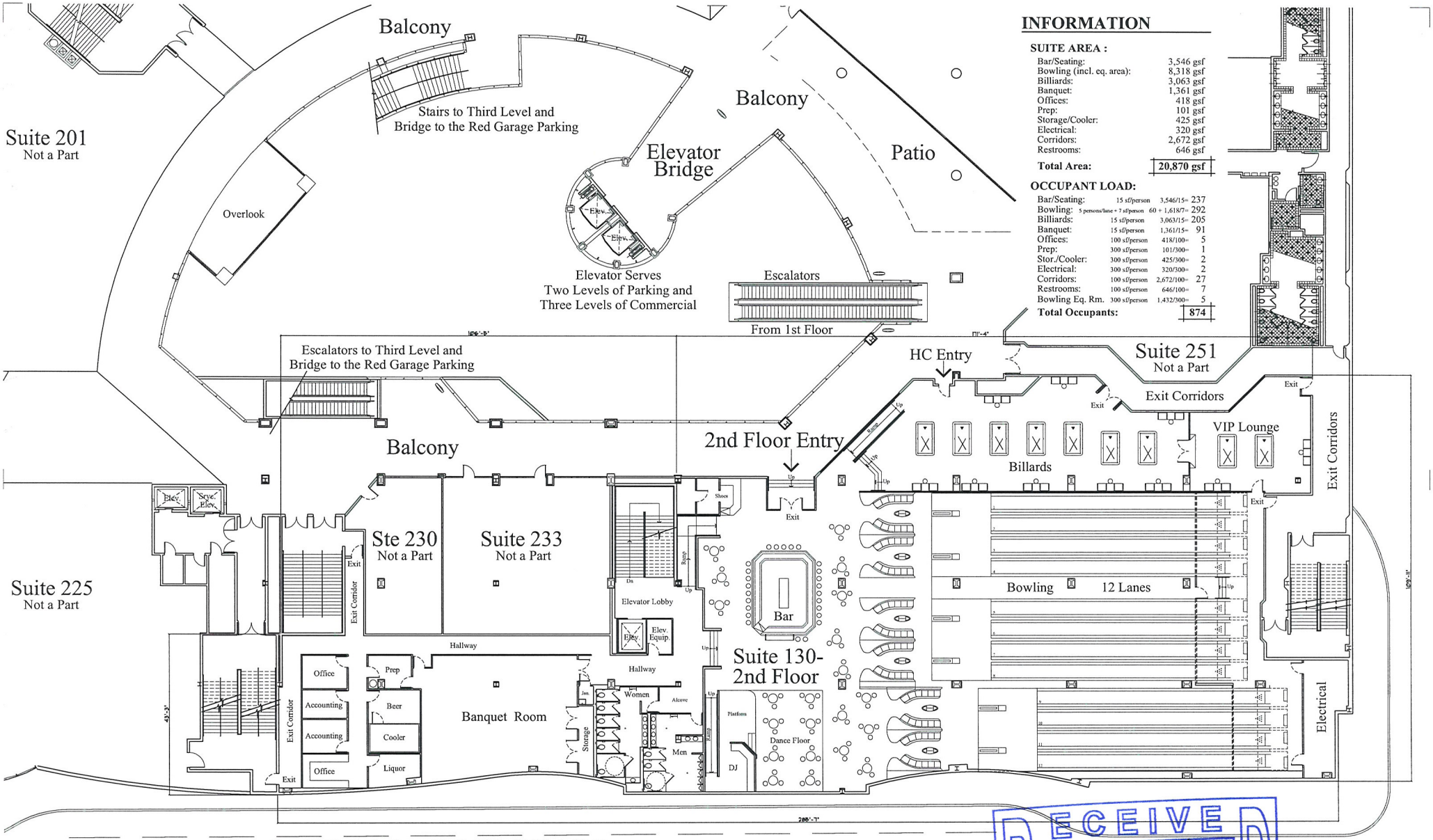
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SEP 22 2011
City of Las Vegas
Department of Planning

Nightclub at Neonopolis

Las Vegas, Nevada

Environmental DESIGN GROUP
ARCHITECTURE • PLANNING • INTERIORS
LAS VEGAS • SCOTTSDALE

SUP-43357



INFORMATION

SUITE AREA :

Bar/Seating:	3,546 gsf
Bowling (incl. eq. area):	8,318 gsf
Billiards:	3,063 gsf
Banquet:	1,361 gsf
Offices:	418 gsf
Prep:	101 gsf
Storage/Cooler:	425 gsf
Electrical:	320 gsf
Corridors:	2,672 gsf
Restrooms:	646 gsf
Total Area:	**20,870 gsf**

OCCUPANT LOAD:

Bar/Seating:	15 sf/person	3,546/15=	237
Bowling:	5 persons/lane + 7 sf/person	60 + 1,618/7=	292
Billiards:	15 sf/person	3,063/15=	205
Banquet:	15 sf/person	1,361/15=	91
Offices:	100 sf/person	418/100=	5
Prep:	300 sf/person	101/300=	1
Stor./Cooler:	300 sf/person	425/300=	2
Electrical:	300 sf/person	320/300=	2
Corridors:	100 sf/person	2,672/100=	27
Restrooms:	100 sf/person	646/100=	7
Bowling Eq. Rm.	300 sf/person	1,432/300=	5
Total Occupants:			**874**

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Scale: 3/32" = 1'-0"

Floor Plan

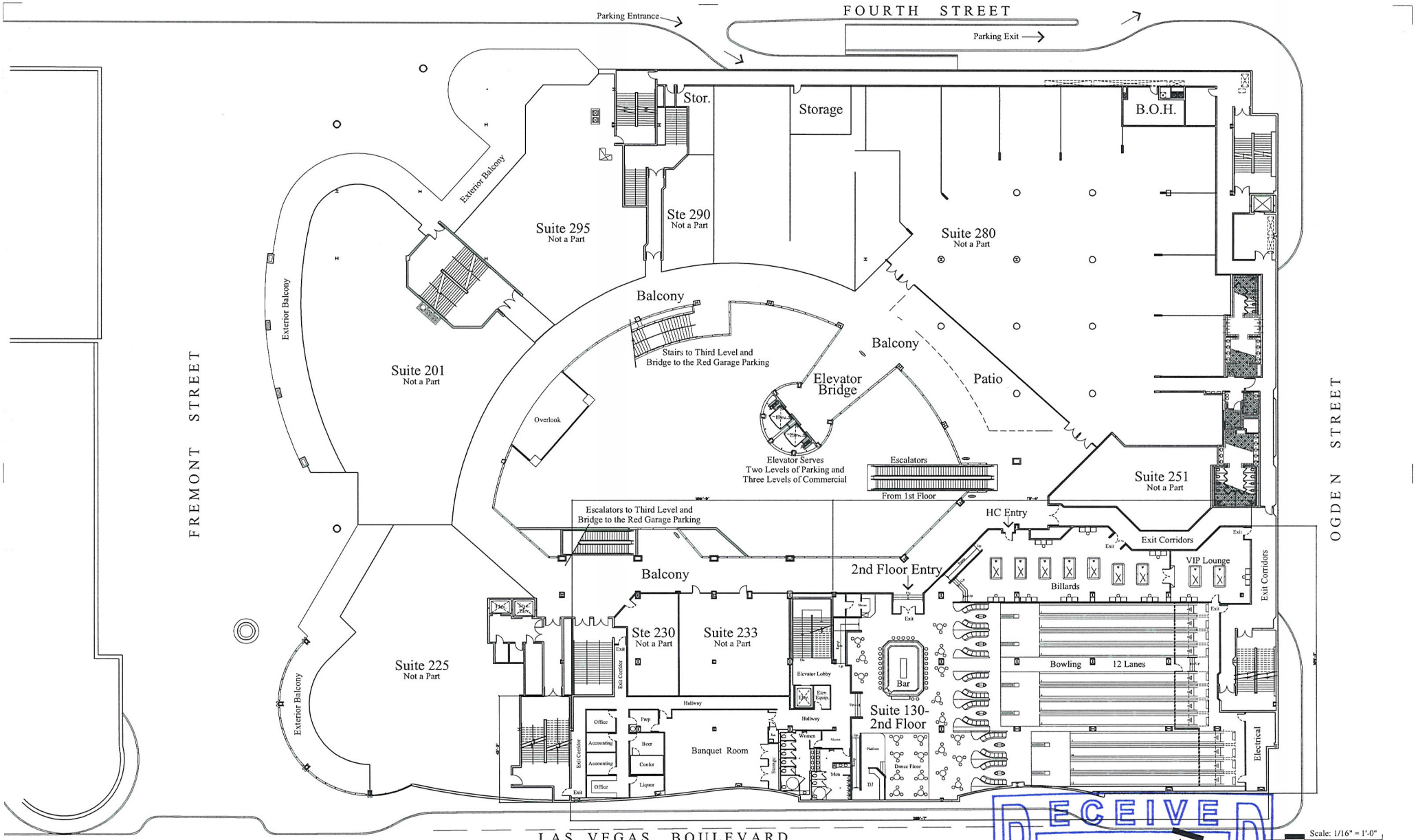
Nightclub at Neonopolis

Las Vegas, Nevada

Project No. 111030 September 22, 2011

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SEP 22 2011
City of Las Vegas
Department of Planning
SUP-43357

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Overall Second Floor Plan

Nightclub at Neonopolis

Las Vegas, Nevada

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SEP 22 2011
SUP-43357
City of Las Vegas
Department of Planning

Project No: 111030 September 22, 2011

Environmental DESIGN GROUP
ARCHITECTURE • PLANNING • INTERIORS
LAS VEGAS • SCOTTSDALE



SUP-43357 - APPLICANT: KASTLE MANAGEMENT, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC
450 FREMONT STREET, IN A PORTION OF SUITE #130

09/29/11

NEONOPOLIS
at Fremont Street Experience

450 Fremont Street, Suite # 370, Las Vegas, NV 89101
Phone : 702.243.0654 Fax : 702.671.0092

September 22, 2011

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Special Use Permit with Respect to Neonopolis Suite 130-2nd Floor – Drink & Drag

To Whom It May Concern:

Please accept this Letter of Justification, requesting the following Waivers:

1. Waiver of the restricted distance of 1,500 feet from other taverns.
2. Waiver of the restricted distance of 1,500 ft from religious (one at 1,345 ft) or school facilities (one at 1,394 ft).

The intended use of Suite 130-2nd Floor is a Nightclub/Tavern; the new tenant will occupy approximately 22,160 sq. ft. with the business name of "Drink & Drag". Initially the business will have 25 employees and operate from 4:00 pm to 4:00 am each day. There are no specific State licenses required for this Use/Business.

The proposed Use/Business is compatible with the General Plan and suitable for the type and intensity being proposed. Streets and access should have no detrimental impacts from this Use/Business and the approval of the Special Use Permit will not be inconsistent with the public health, safety, welfare or objectives of the General Plan.

This suite was issued a CofO in 2002 as Jillian's a Multi-Entertainment Center with a Sports Bar, Restaurant, Arcade, Dancing, Bowling and Billiards. This Use/Business will only occupy the 2nd Floor space of the former Jillian's two-level space and utilize the existing Bar, DJ/Dance Floor, Bowling, Billiards and Banquet Room. This Use/Business is within the existing Casino overlay and is conducive to the City's policy of adding more entertainment/taverns on Fremont Street which is adjacent to the Fremont East Entertainment District.

Neonopolis and this Suite are also a part of the following overlays:
Downtown Centennial Plan, Las Vegas Redevelopment Plan, Live Work Overlay, Las Vegas Scenic Byway Overlay and Airport Overlay (200 feet). To the best of our knowledge this Use/Business are in compliance with all the above overlay's requirements.

Public and employee parking is provided on-site within the City of Las Vegas Neonopolis Parking Garage (two levels below grade), additional Public parking can be found at the CLV's Red Garage (across Fremont St.) and two major RTC bus stops exist on both the east (LVB) and west (4th St.) side of Neonopolis adjacent to Fremont street.

Thank you for your consideration for approval of the Special Use Permit requested for Suite 130-2nd Floor – Drink & Drag.

Respectfully,

Loraine Kusuhara

Loraine Kusuhara
Neonopolis Management

RECEIVED
SEP 22 2011
City of Las Vegas
Department of Planning

SUP-43357

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

10

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **SUP-43357 - APPLICANT: KASTLE MANAGEMENT, LLC - OWNER: FAEC HOLDINGS WIRRULLA, LLC**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 8, 2011*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***NOVEMBER 7, 2011***.

Signature

11/2/2011
Date

Dharmesh Bhanabhai
Please Print Name

FAEC Holdings Wirrulla, LLC
Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

RECEIVED
NOV -2 2011

11-02-2011 12

(12)

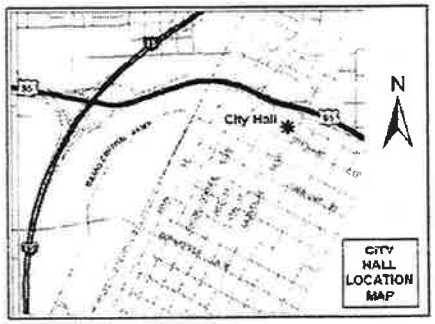
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 27 2011
MAILED FROM ZIP CODE 89101

RECEIVED
11 NOV -3 PM 3:19
PLANNING AND DEVELOPMENT

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

No, No, No

Please use available blank space on card for your comments.

SUP-43357
Planning Commission Meeting of 11/8/2011

Case: SUP-43357
13934613081
MISHUCK LAWRENCE R & M L REV TR
MISHUCK LAWRENCE R & MARIA L TRS
18604 FIELDBROOK ST
ROWLAND HEIGHTS CA 91748-4831 9174

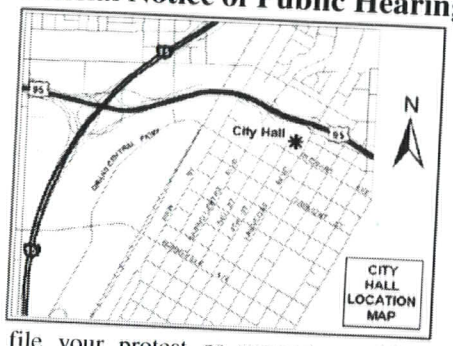
89 HRDFN1 91748

Submitted after final agenda

Date 11-08-2011 Item 12 (12P)

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43357

Planning Commission Meeting of 11/8/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M 0004279218 $ 00.41⁴ OCT 27 2011

MAILED FROM ZIP CODE 89101

RECEIVED
11 NOV -8 PM 1:19
PLANNING AND DEVELOPMENT

13934201020 Case: SUP-43357
OAKBROOK REALTY INVEST II L L C
1000 ROYCE BLVD
OAKBROOK IL 60181-4809 60181-4809

116 HRDFM11 60181

12A

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: DECEMBER 7, 2011

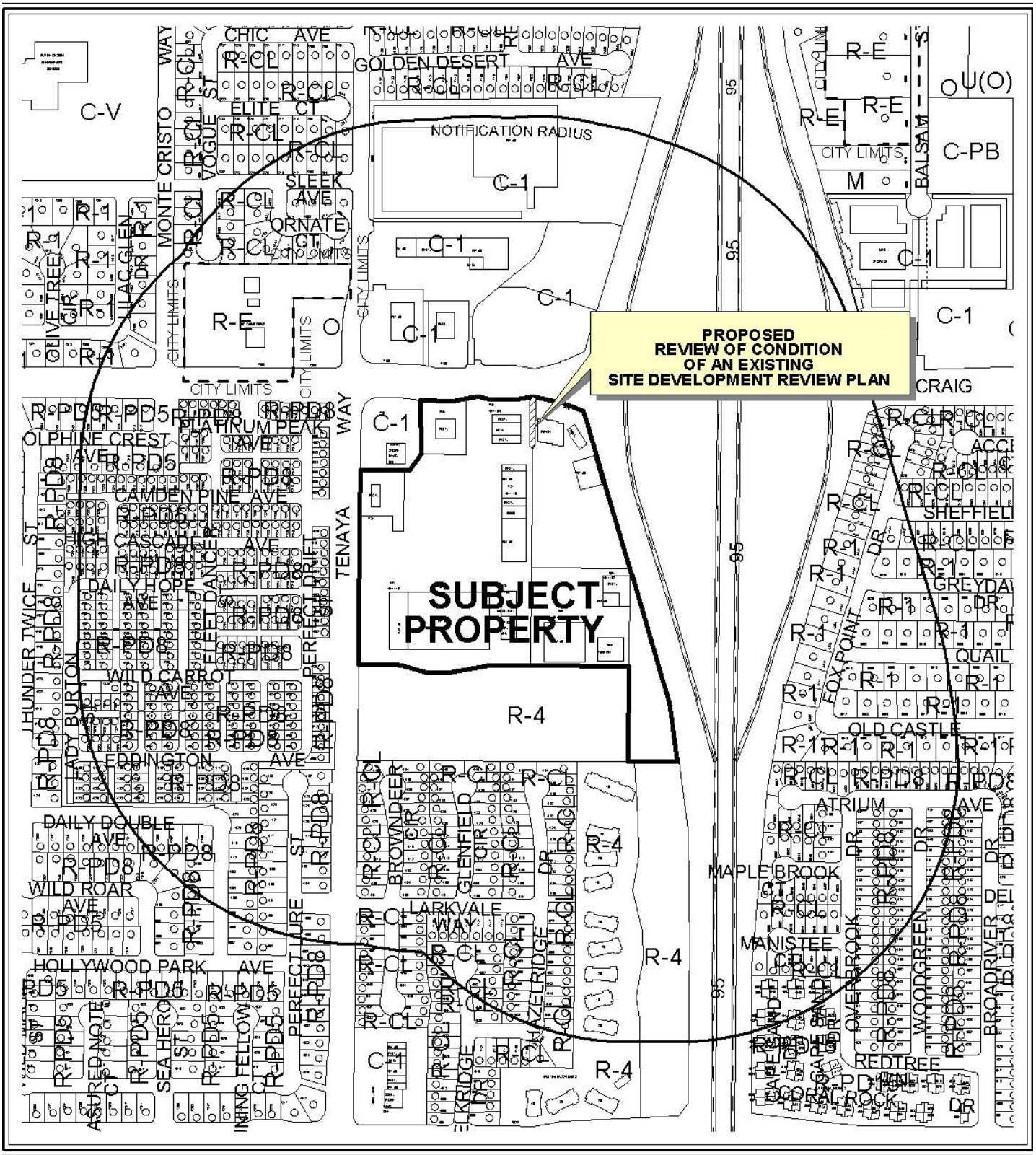
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-43312 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CRAIG MARKETPLACE, LLC, ET AL - For possible action on an Appeal of a Denial by the Planning Commission on a request for a Review of Condition to delete Condition #14 of an approved Site Development Plan Review (SDR-25484), WHICH REQUIRED CONSTRUCTION OF A RAISED MEDIAN ISLAND AT THE SHARED ACCESS DRIVEWAY TO THIS SITE FROM CRAIG ROAD at 7083 West Craig Road (APNs 138-03-701-003 and 138-03-715-007), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

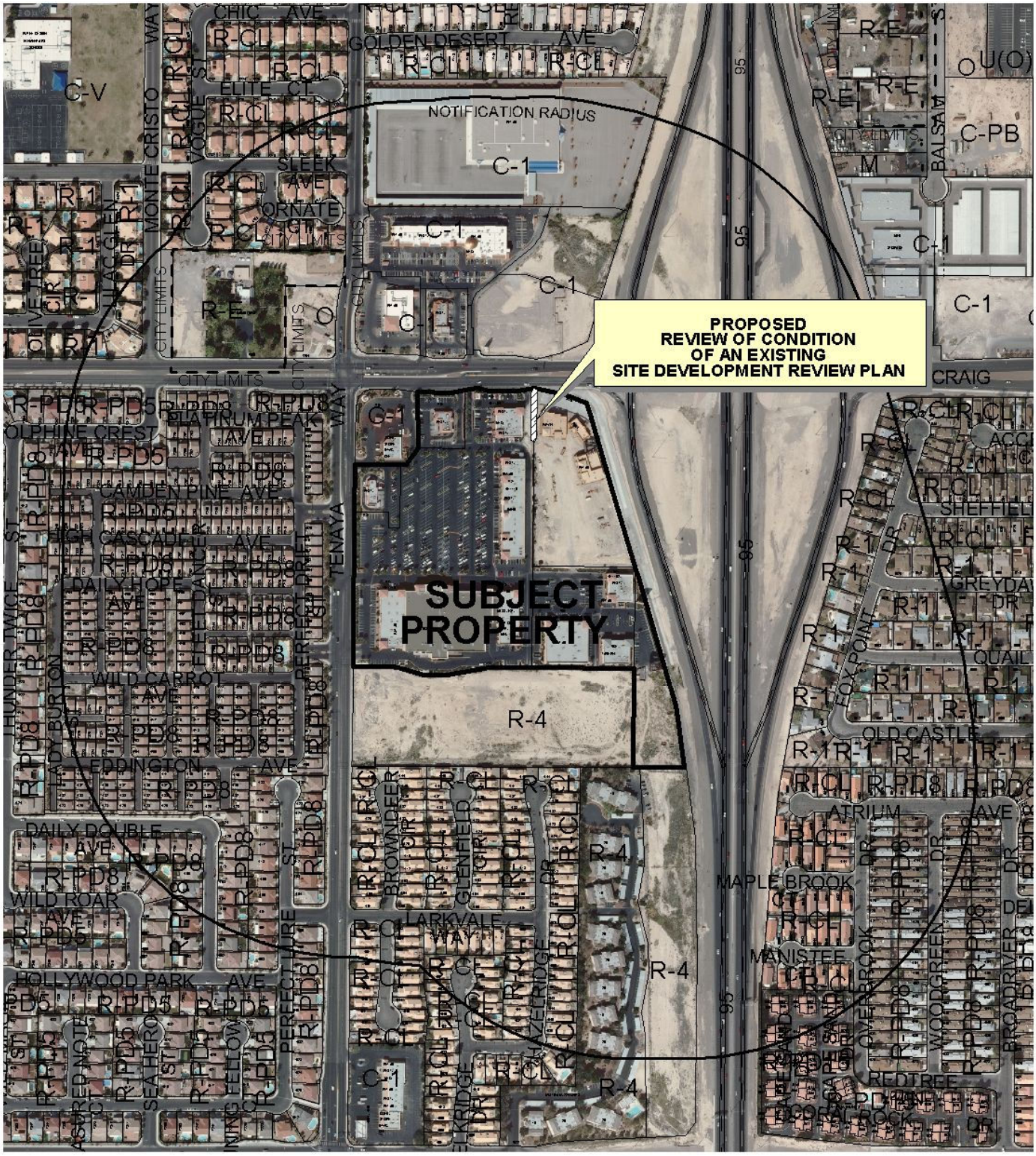
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Appeal Letter - Submitted by Lochsa Engineering
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Planning Commission Approval Letter for SDR-25484
7. Justification Letter
8. Backup referenced from the November 8, 2011 Planning Commission Meeting Item – ROC-43312



CASE: **ROC-43312**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **ROC-43312**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

T 702-365-9312 | F 702-365-9317
6345 S Jones Blvd, Suite 100
Las Vegas, NV 89118

Lochsa engineering

RECEIVED
CITY CLERK

2011 NOV 17 P 12:06

November 11, 2011

Ms. Beverly Bridges
City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

Subject: ROC-43312 Review of Condition
Lochsa Engineering Project NO. 0100.00

Dear Ms. Bridges,

This letter serves as a request to appeal the City of Las Vegas Planning Commission decision regarding the above referenced item. This item was heard at the November 8, 2011 planning commission meeting.

If you have any questions or comments please contact our office at your convenience.

Sincerely,
LOCHSA ENGINEERING

Ted T. Egerton, P.E.
Principal

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 7, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CRAIG MARKETPLACE, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-43312	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

ROC-43312 CONDITIONS

Planning

1. Conformance to the conditions of approval of the Site Development Plan Review (SDR-25484) and all other site related actions as required by the Department of Planning and Department of Public Works, except as amended herein.

2. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

3. Amend Condition #14 of Site Development Plan Review (SDR-25484) to read,

   Construct a raised median island at the shared access driveway to this site from Craig Road to restrict left turns from the existing northerly most driveway on the west side of the shared access driveway. Alternatively, construction of the median may be deferred at this time, provided the applicant posts a surety bond with the City of Las Vegas in the amount of $10,000.00 to guarantee the future installation of the median. If allowed by the City Traffic Engineer, the bond may be released one year after the last Certificate of Occupancy has been issued for this overall site. However, since the subject median is not proposed on the applicant's parcel but on the parcel to the west, the applicant must provide proof that the parcel to the west is in accord with the revised condition concerning the installation of the median in the future if needed."

DED

Staff Report Page One
December 7, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site consists of a proposed shopping center that has 19,900 square feet of retail space and 18,025 square feet of commercial space located at the southwest corner of Craig Road and the US-95 on ramp. The shopping center is still under construction with a portion already open for business. Condition #14 of the Site Development Plan Review (SDR-25484) requires the applicant to "Construct a raised median island at the shared access driveway to this site from Craig Road to restrict left turns from the existing northerly most driveway on the east side of the shared access driveway." The purpose of this condition was to eliminate a potential conflict between traffic entering the site from Craig Road and the traffic exiting from the on-site northern driveway.

The applicant is requesting Condition #14 be deleted, as it contends that a raised median island at the shared access driveway will reduce the width of the northbound travel lane, causing patrons with trucks or SUVs to hit the median island when turning right onto the access road from the northernmost driveway. The Department of Public Works has considered the applicant's request and determined that the installation of the raised median island may be deferred to allow time to evaluate whether the median is necessary. If no issues arise, the median will not be required. Staff supports the amended condition and recommends approval.

ISSUES

- Amendment of condition #14 which states "Construct a raised median island at the shared access driveway to this site from Craig Road to restrict left turns from the existing northerly most driveway on the east side of the shared access driveway."

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/01/07	The City Council approved a request for Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig road, west of US-95. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-19643) for a 37,925 square-foot commercial center and waivers of perimeter landscape buffer standard to allow no landscaping along the south and east property lines where an eight-foot wide buffer is required and a two-foot wide buffer along a portion of the north property line where an eight-foot wide buffer is required.

02/28/08	The Planning Commission approved a request for a Major Amendment (SDR-25484) of an approved Site Development Plan Review (SDR-19643) for a proposed 41,097 square-foot shopping center on 3.53 acres adjacent to the south side of Craig Road, west of US-95. Staff recommended approval.
10/01/08	The City Council approved a request for a Special Use Permit (SUP-29027) for a proposed Pawn Shop with a waiver to allow a zero-foot distance separation to another financial institution-specified where 1,000 feet is required at the southwest corner of US-95 and Craig Road. The Planning Commission recommended approval and staff recommended denial.
05/06/09	The City Council approved a request for a Special Use Permit (SUP-33584) for Beer/Wine/Cooler On-Sale Establishment within an existing restaurant at 7121 West Craig Road. The Planning Commission and staff recommended approval.
06/17/09	The Planning Department administratively approved a request for a Minor Amendment (SDR-34582) of an approved Site Development Plan Review (SDR-25484) for a Restaurant with drive-through and a reduction in square footage of an approved shopping center with a waiver to allow a zero-foot perimeter landscape buffer where two feet was approved on 3.53 acres adjacent to the south side of Craig Road, west of US-95.
09/02/09	The City Council approved a request for an Extension of Time (EOT-35333) of a previously approved Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of US-95. Staff recommended approval.
11/08/11	The Planning Commission voted (7-0) to DENY (PC Agenda Item #33.ded).
11/17/11	Lochsa Engineering filed an appeal on behalf of the applicant. The item will be scheduled for the December 7, 2011 City Council Meeting.

Most Recent Change of Ownership	
07/13/05	A deed was recorded for a change in ownership for 138-03-701-003.
09/10/04	A deed was recorded for a change in ownership for 138-03-715-007.

Pre-Application Meeting	
10/24/07	A pre-application meeting was held and issues concerning the submittal of a Review Of Condition for Site Development Review (SDR-25484 and SDR-19643) were discussed with the applicant.

Site Visit	
10/11/11	Staff conducted a field check of the subject property. Staff noted the subject median island was well maintained within the commercial development.

Details of Application Request	
Site Area	
Net Acres	3.53

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
South	Undeveloped	H (High Density Residential)	R-4 (High Density Residential)
East	US-95	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting that Condition #14 of the Site Development Plan Review (SDR-25484) be deleted, as it contends that a raised median island at the shared access driveway will reduce the width of the northbound travel lane, causing patrons with trucks or SUVs to hit the median island when turning right onto the access road from the northernmost driveway. The Department of Public Works proposes to modify the condition to defer construction of the median island until the commercial subdivision is fully built out to allow time to evaluate whether the median is necessary. If no issues arise, the median will not be required.

This property is located within the A-O (Airport Overlay) District and is in compliance with the standards of the district.

FINDINGS (ROC-43312)

The Department of Public Works has considered the applicants request and determined that the installation of the raised median island may be deferred to allow time to evaluate whether the median is necessary. Staff supports the Department of Public Works recommendation to amend Condition #14 of the Site Development Plan Review (SDR-25484) and therefore recommends approval of this request, with the amended condition.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 553 (By City Clerk)

APPROVALS 3

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-43312** APN: 138-03-715-007

Name of Property Owner: Craig Marketplace LLC

Name of Applicant: Platinum Realty & Development

Name of Representative: Lochsa Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: MATTHEW HUSS

Subscribed and sworn before me State of NV, County of Clark

This 6th day of September, 2011

Emily Winn

Notary Public in and for said County and State

Emily Winn
Notary Public State of Nevada
APPT. NO. 10-1962-1
My App. Expires April 16, 2014

RECEIVED
SEP 21 2011
City of Las Vegas

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-43312 APN: 138-03-701-003

Name of Property Owner: Craig 95 LLC

Name of Applicant: Platinum Realty & Development

Name of Representative: Lochsa Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Alireza Kaveh

Subscribed and sworn before me

This 17 day of Aug, 2011

_____

Notary Public in and for said County and State

KLOEDIA M. VANG
Notary Public, State of Nevada
Appointment No. 03-82201-1
My Appt. Expires May 8, 2012

RECEIVED
SEP 21 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions for SDR-25484

Project Address (Location) 7083 W. Craig Road

Project Name Craig & 95 Commercial Site **Proposed Use** Shopping Center

Assessor's Parcel #(s) 138-03-701-003, 138-03-715-007 **Ward #** 4

General Plan: existing S-C proposed S-C **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 37,925 **Floor Area Ratio** 0.26

Gross Acres 3.53 **Lots/Units** 1 **Density** N/A

Additional Information

PROPERTY OWNER Craig Marketplace LLC **Contact** MATT HUSS

Address 8350 W. SAHARA AVE #210 **Phone:** 702-253-5751 **Fax:** 702-255-1126

City LAS VEGAS **State** NV **Zip** 89117

E-mail Address matt@greatac.com

APPLICANT Platinum Realty & Development **Contact** Ali Kaveh

Address 3824 S. Jones, Suite F **Phone:** (702) 277-0194 **Fax:** (702) 251-0918

City Las Vegas **State** NV **Zip** 89103

E-mail Address info@platinumrealtylv.com

REPRESENTATIVE Lochsa Engineering **Contact** Julia Izzolo

Address 6345 S. Jones, Suite 100 **Phone:** (702) 365-9312 **Fax:** (702) 365-9317

City Las Vegas **State** NV **Zip** 89118

E-mail Address julia@lochsa.com

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Matt Huss

Subscribed and sworn before me State of NV County of Clark

This 6th day of September, 20 11.

Emily Winn

Notary Public in and for said County and State

RECEIVED
SEP 21 2011
City of Las Vegas

Emily Winn
Notary Public State of Nevada
APPT. NO. 10-1962-1
My App. Expires April 16, 2014

FOR DEPARTMENT USE ONLY

Case #	ROC-73312
Meeting Date:	11/8/11 P.C.
Total Fee:	$839
Date Received:*	9/21/11
Received By:	Bas

*The application will not be deemed complete until the submittal materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions for SDR-25484

Project Address (Location) 7083 W. Craig Road

Project Name Craig & 95 Commercial Site **Proposed Use** Shopping Center

Assessor's Parcel #(s) 138-03-701-003, 138-03-715-007 **Ward #** 4

General Plan: existing S-C proposed S-C **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 37,925 **Floor Area Ratio** 0.26

Gross Acres 3.53 **Lots/Units** 1 **Density** N/A

Additional Information

PROPERTY OWNER Craig 95, LLC **Contact** Ali Kaveh

Address 3824 S. Jones, Suite F **Phone:** (702) 277-0194 **Fax:** (702) 251-0918

City Las Vegas **State** NV **Zip** 89103

E-mail Address info@platinumrealtylv.com

APPLICANT Platinum Realty & Development **Contact** Ali Kaveh

Address 3824 S. Jones, Suite F **Phone:** (702) 277-0194 **Fax:** (702) 251-0918

City Las Vegas **State** NV **Zip** 89103

E-mail Address info@platinumrealtylv.com

REPRESENTATIVE Lochsa Engineering **Contact** Julia Izzolo

Address 6345 S. Jones, Suite 100 **Phone:** (702) 365-9312 **Fax:** (702) 365-9317

City Las Vegas **State** NV **Zip** 89118

E-mail Address julia@lochsa.com

Property Owner Signature* Ali Kaveh

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alireza Kaveh

Subscribed and sworn before me

This 17th day of Aug, 20 11.

Notary Public in and for said County and State

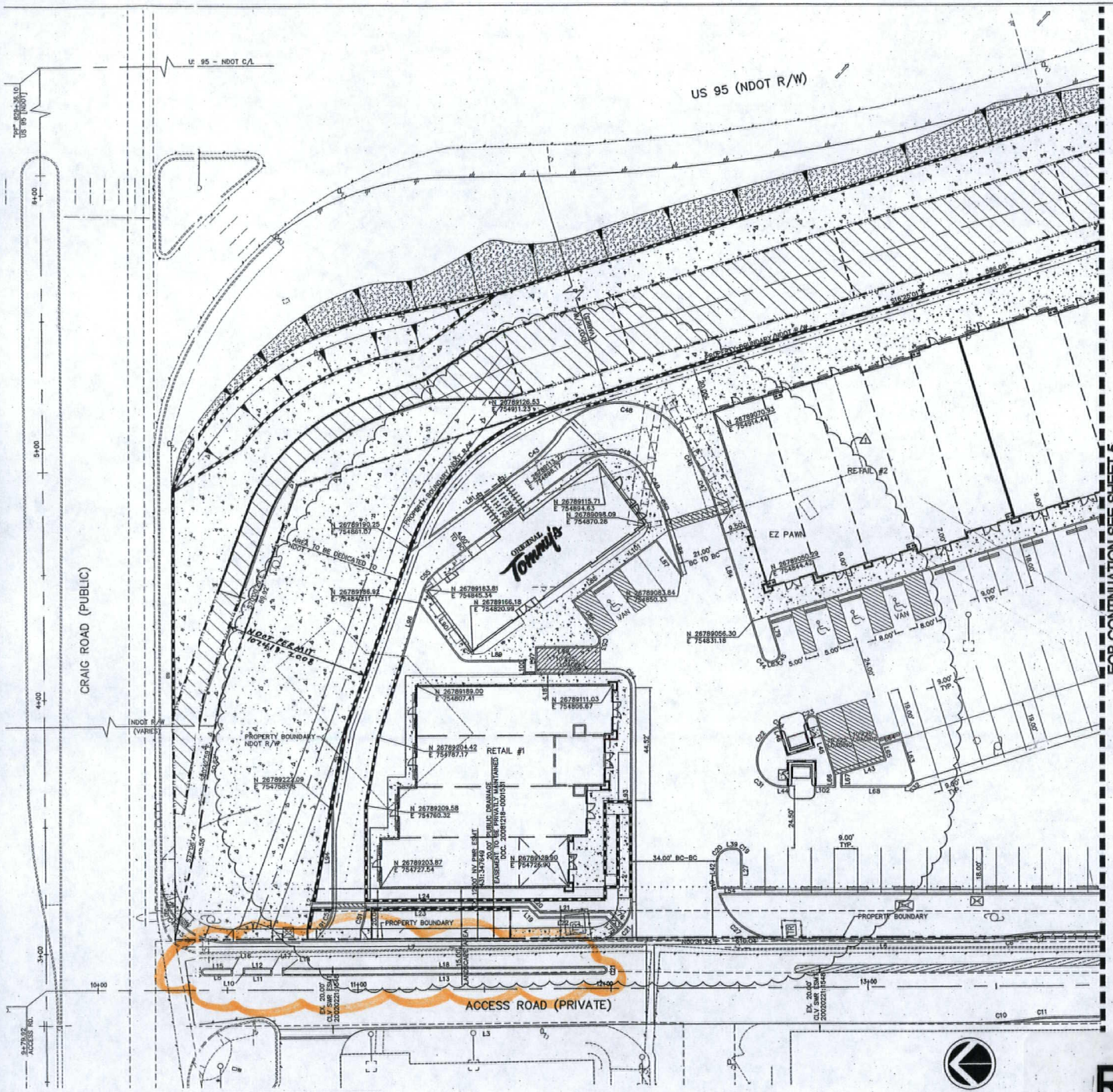
KLOEDIA M. VANG
Notary Public, State of Nevada
Appointment No. 03-82201-1
My Appt. Expires May 8, 2012

FOR DEPARTMENT USE ONLY

Case #	ZOC-9331 2
Meeting Date:	11/8/11 P.C.
Total Fee:	$ 830
Date Received:*	9/21/11
Received By:	

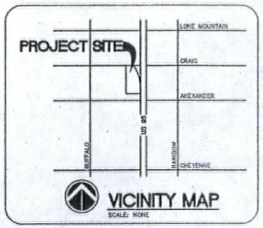
RECEIVED
SEP 21 2011
City of Las Vegas

*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.



PARKING SUMMARY

157 SPACES (149 REQUIRED-1/250 SF)
7 HANDICAP
4 LOADING SPACES



LINE TABLE		
LINE	LENGTH	BEARING
L1	96.52	S00°08'58"W
L2	0.51	N79°07'42"W
L3	94.34	S00°00'04"W
L4	150.42	S00°06'27"W
L5	96.52	S00°08'58"W
L6	78.49	S00°08'58"W
L7	142.84	S00°31'24"W
L8	10.00	S00°31'24"W
L9	96.52	S00°08'58"W
L10	2.00	N89°28'36"W
L11	10.00	S00°31'24"W
L12	10.00	S00°31'24"W
L13	125.42	S00°31'24"W
L14	2.00	N89°28'36"W
L15	10.00	S00°31'24"W
L16	2.00	N89°28'36"W
L17	2.00	N89°28'36"W
L18	125.42	S00°31'24"W
L19	6.01	N45°31'24"E
L20	6.01	N45°31'24"E
L21	27.24	S00°31'24"W
L22	25.51	S00°31'24"W
L23	85.04	S00°31'24"W
L24	85.62	S00°31'24"W
L25	356.95	N16°25'01"W
L26	366.71	S00°31'24"W
L27	13.00	S89°28'36"E
L28	49.68	S89°47'29"E
L29	16.00	S89°28'36"E
L30	7.52	S00°31'24"W
L31	16.00	S00°12'31"W
L32	28.00	S89°47'29"E
L33	78.00	S00°31'24"W
L34	112.22	S00°31'24"W
L35	1.26	N00°12'31"E
L36	8.00	N16°25'01"W
L37	16.00	S89°47'29"E
L38	1.79	N00°12'31"E
L39	1.88	S00°31'24"W
L40	17.00	S73°34'59"W
L41	3.70	N16°25'01"W
L42	5.43	S89°28'36"E
L43	17.86	N16°25'01"W
L44	2.04	S00°31'24"W
L45	23.00	S73°34'59"W
L46	0.51	N73°34'59"E
L47	16.00	S73°34'59"W
L48	23.58	S89°47'29"E
L49	25.00	S00°12'31"W
L50	2.94	S73°34'59"W
L51	23.00	S73°34'59"W
L52	11.00	N16°25'01"W
L53	6.00	N73°34'59"E
L54	8.46	S00°31'24"W
L55	5.00	S00°31'24"W
L56	16.00	N89°28'36"W
L57	3.19	N89°28'36"W
L58	12.50	N89°28'36"W
L59	16.00	N73°34'59"E
L60	12.50	N89°28'36"W
L61	127.00	N16°25'01"W
L62	16.00	N73°34'59"E
L63	14.79	S73°34'59"W
L64	8.00	N16°25'01"W
L65	6.00	N73°34'59"E
L66	3.84	N89°28'36"W
L67	4.75	N89°28'36"W
L68	24.43	S00°31'24"W
L69	0.33	N16°25'01"W
L70	44.93	N16°25'01"W
L71	7.38	S89°47'29"E
L72	21.65	N16°25'01"W
L73	16.00	S00°31'24"W
L74	1.77	S00°31'24"W
L75	6.88	S47°31'24"W
L76	7.36	S47°31'24"W
L77	3.06	S00°31'24"W
L78	32.10	S89°28'36"E
L79	14.64	S73°34'59"W
L80	0.01	N35°54'06"W
L81	43.08	N35°54'06"W
L82	3.57	N35°54'06"W
L83	0.40	S16°25'01"E
L84	84.69	N73°34'59"E
L85	22.49	N36°03'53"W
L86	17.20	N55°02'06"E
L87	16.82	N55°02'06"E
L88	23.50	N73°34'59"E
L89	22.50	S00°31'24"W
L90	26.25	S54°05'54"E
L91	0.39	S51°22'48"E
L92	0.00	N89°28'23"W
L93	64.55	S89°28'28"E
L94	37.44	S89°28'37"E
L95	71.07	N35°54'06"W
L96	28.59	S72°13'08"E
L97	11.00	N89°28'37"W
L98	31.84	S00°31'23"W
L99	22.54	S00°31'23"W
L100	5.27	N89°28'37"W
L101	18.51	N36°03'53"W
L102	7.68	S00°31'24"W
L103	4.00	S16°25'00"E
L104	4.00	S73°34'59"E
L105	4.00	S73°34'59"E
L106	4.00	S16°25'00"E
L109	4.00	S16°25'00"E
L110	33.00	S73°35'00"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C3	3.14	1.00	180°00'08"	INFINITE
C4	8.72	59.63	8°22'45"	4.37
C5	18.68	127.73	8°22'45"	9.36
C6	13.70	93.68	8°22'45"	6.86
C7	13.70	93.68	8°22'45"	6.86
C8	13.70	93.68	8°22'45"	6.86
C9	13.70	93.68	8°22'45"	6.86
C10	18.68	127.73	8°22'45"	9.36
C11	8.72	59.63	8°22'45"	4.37
C12	3.14	1.00	180°00'00"	INFINITE
C13	39.04	25.00	89°28'51"	24.77
C14	9.80	10.00	56°07'18"	5.33
C15	3.14	2.00	90°00'00"	2.00
C16	12.57	8.00	90°00'00"	8.00
C17	12.57	8.00	90°00'00"	8.00
C18	4.59	25.00	10°31'35"	2.30
C19	3.14	2.00	90°00'00"	2.00
C20	7.85	5.00	90°00'00"	5.00
C21	23.56	15.00	90°00'00"	15.00
C22	14.58	15.00	55°41'15"	7.92
C23	6.28	2.00	180°00'00"	INFINITE
C24	1.83	1.00	105°07'55"	1.31
C25	3.14	1.00	180°00'00"	INFINITE
C26	3.14	2.00	90°00'00"	2.00
C27	31.75	25.00	72°45'17"	18.42
C28	7.85	2.50	180°00'00"	INFINITE
C29	3.15	2.00	90°18'53"	2.01
C30	3.14	2.00	90°00'00"	2.00
C31	16.10	10.00	92°14'25"	10.40
C32	5.60	3.00	106°56'25"	4.05
C33	36.46	27.50	75°57'14"	21.47
C34	0.89	2.00	25°34'59"	0.45
C35	6.85	5.00	78°27'47"	4.08
C36	5.70	2.00	163°22'26"	13.69
C37	8.54	3.00	163°03'35"	20.15
C38	3.14	2.00	90°00'00"	2.00
C39	5.58	3.00	106°37'32"	4.03
C40	3.14	2.00	90°00'00"	2.00
C41	3.14	2.00	90°00'00"	2.00
C42	66.07	29.96	126°22'56"	59.28
C43	19.25	71.27	15°28'58"	9.68
C44	4.45	2.83	90°00'00"	2.83
C45	4.45	2.83	90°00'00"	2.83
C46	13.59	314.05	2°28'47"	6.80
C47	9.46	50.50	10°46'18"	4.76
C48	28.39	16.17	100°38'01"	19.48
C49	11.23	335.05	1°55'14"	5.62
C50	5.55	29.50	10°46'18"	2.78
C51	9.70	27.50	20°12'45"	4.90
C52	9.95	14.50	39°18'04"	5.18
C53	5.48	2.50	125°29'15"	4.85
C54	8.64	5.50	90°00'09"	5.50
C55	9.33	19.90	26°51'36"	4.75
C56	4.21	4.50	53°34'31"	2.27
C57	3.14	2.00	90°00'00"	2.00
C58	3.14	2.00	90°00'00"	2.00
C59	3.14	2.00	90°00'00"	2.00
C60	3.14	2.00	90°00'00"	2.00
C61	3.14	2.00	90°00'00"	2.00
C62	3.14	2.00	90°00'00"	2.00
C63	3.14	2.00	90°00'00"	2.00
C64	3.14	2.00	90°00'00"	2.00

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OCT 17 2011

BASIS OF BEARING

NORTH 89°47'29" WEST, BEING THE NORTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA. AS SHOWN BY MAP IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 117 OF PLATS, PAGE 95.

BENCHMARK

BENCHMARK
CITY OF LAS VEGAS VERTICAL CONTROL
RIVET AND PLATE IN TOP OF CURB @ NW CORNER CRAIG & RAINBOW

STATION 8LV00 3E4

ELEVATION= 705.7956 METERS (NAVD88)
2315.60 FEET

GRAPHIC SCALE
(IN FEET)
HORIZONTAL SCALE= 1" = 20'

ROC-43312
REVISED

RE-PLOTTED 9/09

H# 28134

NOTICE TO CONTRACTOR !
LOCATIONS SHOWN HEREON ARE APPROXIMATE
L BE THE CONTRACTOR'S RESPONSIBILITY TO EXACT VERTICAL AND HORIZONTAL LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING NO REPRESENTATION IS MADE THAT ALL IES ARE SHOWN HEREON. THE ENGINEER ASSUMES ILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT IR PROPER LOCATION.

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.
CALL before you "811" or Dig
1-800-227-2600
UNDERGROUND SERVICE (USA)

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.
CALL BEFORE YOU DO OVERHEAD
CALL 1-702-227-2929

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

731 S Fourth Street
Las Vegas, NV 89101

Voice 702-229-6301
Fax 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

096681

February 29, 2008

Abrar Management
Craig 95, LLC
5419 Hollywood Boulevard, Suite C-745
Los Angeles, California 90027

RE: ABEYANCE - SDR-25484 - SITE DEVELOPMENT PLAN REVIEW

Dear Applicant:

Your request for a Major Amendment of an approved Site Development Plan Review (SDR-19643) FOR A PROPOSED 41,097 SQUARE FOOT SHOPPING CENTER on 3.53 acres adjacent to the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 4 (Brown), was considered by the Planning Commission on February 28, 2008.

The Planning Commission voted to ***APPROVE*** your request, subject to the following:

Planning and Development

1. Conformance to the conditions for Site Development Plan Review (SDR-19643), except as amended herein.

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 plans and building elevations date stamped 02/12/08, 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.

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Larry Brown
Steve Wolfson
Lois Tarkanian
Steven D Ross
Ricki Y. Barlow

City Manager
Douglas A Selby

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City of Las Vegas

ROC-43312

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. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. 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.

13. Delivery truck ingress and egress for vehicles defined as WB-50 in AASHTO Geometric Design Manual shall be exclusively from Tenaya Way. We note that a joint access agreement for the driveway accessing Craig Road and Tenaya Way is on file.

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14. Construct a raised median island at the shared access driveway to this site from Craig Road to restrict left turns from the existing northerly most driveway on the west side of the shared access driveway.

15. 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.

16. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-19647 and all other applicable site-related actions.

This action by the Planning Commission on **February 28, 2008** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision or there is a review action filed by the City Council within the same time period. The Notice of Final Action was filed with the Las Vegas City Clerk on ***February 29, 2008.***

Sincerely,

Andrew P. Reed

Andrew P. Reed, AICP
Planning Supervisor
Current Planning Division

AR:clb

cc: Mr. Ali Kaveh
Platinum Realty and Development
3824 South Jones Boulevard, Suite F
Las Vegas, Nevada 89103

Ms. Kathryn Grider
Southwest Engineering
3610 North Rancho Drive
Las Vegas, Nevada 89130

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City of Las Vegas

ROC-43312



ROC-43312 - APPLICANT/OWNER: CRAIG MARKETPLACE, LLC, ET AL
7083 WEST CRAIG ROAD

10/11/11



ROC-43312 - APPLICANT/OWNER: CRAIG MARKETPLACE, LLC, ET AL
7083 WEST CRAIG ROAD

10/11/11

T 702-365-9312 | F 702-365-9317
6345 S Jones Blvd, Suite 100
Las Vegas, NV 89118

Lochsa engineering

August 23, 2011

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Craig & US 95 Commercial Site
Review of Conditions Application, SDR-19643, SDR-25484

To Whom It May Concern:

This letter is to serve as justification for an application for Review of Conditions on previous Design Review applications that have been approved for this project.

The project is located on the southwest corner of Craig Road and the US 95 on-ramp for southbound traffic. The project consists of 19,900 square feet of retail space and 18, 025 square feet of commercial space. The site is currently zoned C-1. Access to the site will be achieved through a driveway and private access road off of Craig Road.

One of the conditions of approval for SDR-19643 and SDR-25484 was to *Construct a raised medial island at the shared access driveway to this site from Craig Road to restrict left turns from the existing northerly most driveway on the west side of the shared access driveway.* Also, a condition of approval for SDR-34582 was *Conformance to the conditions for Site Development Plan Review (SDR-25484), except as amended herein.*

If a raised median island is constructed on the shared access driveway, the width of the westbound travel lane would be decreased, causing patrons with trucks or SUV type vehicles to hit the median island when turning right onto the access road from the western most driveway. We would like to hereby request for this condition to be removed from SDR-19643 and SDR-25484 so that drivers have safer access to the shared access road.

Please feel free to contact me with any questions or concerns at (702) 365-9312.

Sincerely,

LOCHSA ENGINEERING

Julia L. Izzolo, P.E.
Project Manager

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SEP 21 2011
City of Las Vegas

ROC-43312

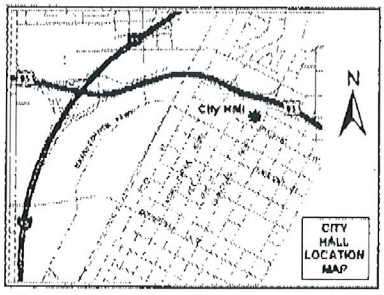
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41⁴
0004279218 OCT 27 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-43312
Planning Commission Meeting of 11/8/2011

Case: ROC-43312
13803215008
EMERSON JOHN M & CLENIA
7301 BUSH GARDEN AVE
LAS VEGAS NV 89129-5946 89129-5946

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33P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-43312

Planning Commission Meeting of 11/8/2011

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UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279218 OCT 27 2011
MAILED FROM ZIPCODE 89101

I must oppose without knowing if the island is merely an initial phase of a construction project

Alan Silverman

Case: ROC-43312

13803217027
SILVERMAN ALAN A & S LIV TR
7208 SLEEK AVE
LAS VEGAS NV 89129-5985 89129-5985

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89 HRDFN11 89129

Submitted after final PC

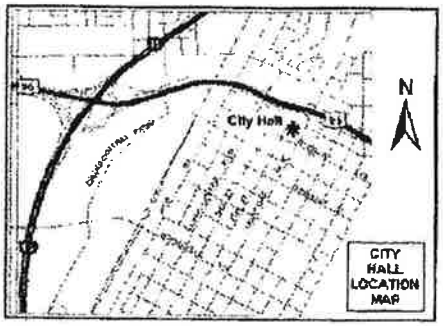
Date 11-08-2011 Item 33 33P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-43312
Planning Commission Meeting of 11/8/2011

Case: ROC-43312
13803312032
ROBBINS LAURENCE R & MICHELLE
2817 COAST LINE CT
LAS VEGAS NV 89117-3523 89117-3523

1ST HRDPNLL 0611 7

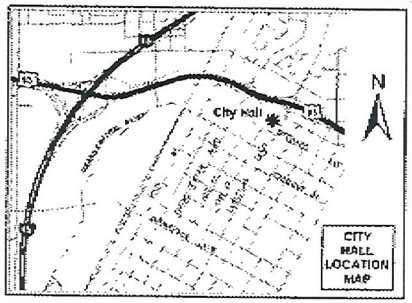
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OCT-31-2011 07:59 From:

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-43312

Planning Commission Meeting of 11/8/2011

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OCT 31 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ROC-43312

13803819001
M L C TRUST
CARMOUCHE MARVELL L TRS
537 N MARKET ST #8
INGLEWOOD CA 90302-3061 90302-3061

33A

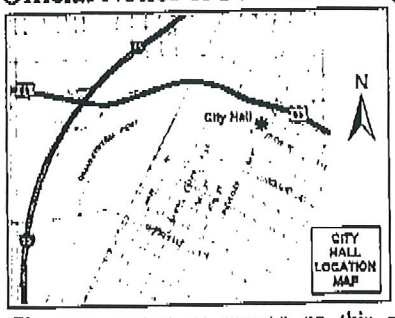
To:9170238572 68
Page:1/1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

$ 00.41

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request

[redacted]

Please use available blank space on card for your comments.

ROC-43312

Planning Commission Meeting of 11/8/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ROC-43312
13803217015
SOWERS DENNIS B & LAURA A
4421 ORNATE CT
LAS VEGAS NV 89129-5986 89129-5986

33A

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 7, 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.: **74.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 7, 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.: **75.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 7, 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