City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · 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)
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6), RICKI Y. BARLOW (Ward 5)
BOB COFFIN (Ward 3), BOB BEERS, (Ward 2)

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.

February 20, 2013

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

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

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

DUPLICATE AUDIO 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 - REVEREND CHARLOTTE-FOUST, UNITY CHURCH OF LAS VEGAS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF CHINESE NEW YEAR

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

7. 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

8. 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

9. For possible action to approve the Final Minutes by reference of the regular City Council meeting of February 6, 2013

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

10. For possible action to approve a Reinstatement of and Amendment to Exclusive Negotiation Agreement between City Parkway V, Inc., Office District Parking I, Inc., and the CITRA Real Estate Capital, LLC, to undertake due diligence to determine the feasibility of developing a skilled nursing facility on Parcel L at Symphony Park located at 294 South City Parkway - Ward 5 (Barlow)

BUILDING AND SAFETY - CONSENT

11. For possible action to approve an encroachment request from The Richardson Partnership, Inc., on behalf of L V B-Ogden Marketing, Corporation, owner (150 North Las Vegas Boulevard) - Ward 3 (Coffin)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

12. For possible action to approve the Contractual Terms and Agreement for Catalyst Fund Proceeds between the City of Las Vegas Economic and Urban Development Department and the Nevada Governor's Office of Economic Development (GOED) regarding the performance based distribution of $600,000 in State funding, with the City of Las Vegas serving as the pass through entity, for a period not less than two years and no more than five years, which will support the hiring of 150 full-time employees by Take-Two, located at 302 East Carson Avenue - Ward 3 (Coffin) [NOTE: This item is related to Council Item 13]

13. For possible action to approve the Catalyst Fund Agreement between the City of Las Vegas and Take-Two Interactive Software, Inc., (Take-Two) regarding the performance based distribution of $600,000 in State funding, with the City of Las Vegas serving as the pass through entity, for a period of not less than two years and no more than five years, which will support the hiring of 150 full-time employees by Take-Two, located at 302 East Carson Avenue - Ward 3 (Coffin) [NOTE: This item is related to Council Item 12]

FINANCE - CONSENT

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

PLANNING - CONSENT

15. For possible action to approve the First Amendment to the Amended and Restated Memorandum of Understanding between the City of Las Vegas (City) and the Commission for the Las Vegas Centennial (Commission) which will provide for the City's Planning Department to administer funds and monitor projects funded through grants awarded to the Historic Preservation Commission (HPC) by the Commission and to approve the HPC grant fund budget for those awards - All Wards

PLANNING - BUSINESS LICENSING CONSENT

16. For possible action to approve a Package License, Durtenial Ventures, Inc., dba 7 Eleven Store #39138A, 6446 North Durango Drive, Suite 105, Harpreet Brar, Dir, Pres, Treas, Secy, 100% - Ward 6 (Ross)

17. For possible action to approve an Extension of a Temporary Tavern License, La Fuente, Inc., dba Cheetah's, 2112 Western Avenue, Teri Gail Galardi, Pres, Secy, Treas, 100% - Ward 3 (Coffin)

18. For possible action to approve a new Supper Club License, Chinita Inc., dba Chinita Mexican Bar & Grill, 9440 West Sahara Avenue, Suite 165, Chanthy A. Walsh, Dir, Pres, Treas, Secy, 100% - Ward 2 (Beers)

19. For possible action to approve an Extension of a Temporary Tavern Limited License, Downtown Restaurant Group, LLC, dba D Grill, 301 Fremont Street, Joseph P. Vicari Trust UAD, Owner, 50%, Joseph P. Vicari, Trustee and DRGMM, LLC, Owner, 50%, Derek Stevens, Mgr - Ward 3 (Coffin)

20. For possible action to approve an Extension of a Temporary Tavern Limited License, Downtown Restaurant Group, LLC, dba Joe Vicari's Andiamo Italian Steak House, 301 Fremont Street, Joseph P. Vicari Trust UAD, Owner, 50%, Joseph P. Vicari, Trustee and DRGMM, LLC, Owner, 50%, Derek Stevens, Mgr - Ward 3 (Coffin)

21. For possible action to approve a Beer/Wine/Cooler Art-Event License, 300 Stewart Avenue Lessee LLC, dba The Mob Museum, 300 Stewart Avenue, 300 Stewart Avenue Corporation, 100%, Ellen Knowlton, Pres; Jeffrey A. Silver, Treas; Bob Stoldal, Vice Pres and James F. Germain, Secy - Ward 5 (Barlow)

22. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership, FROM: Wasef Qaraman, TO: KA Management Vegas, Inc., dba North Rancho ARCO, 4371 North Rancho Drive, Kayvon Agahnia, Pres; Kaream Ali Assi, Secy and Kambiz Agahnia, Treas - Ward 4 (Anthony)

23. For possible action to approve an Extension of a Temporary Tavern Limited License, Pulse Las Vegas LLC, dba Pulse Night Club, 115 North 7th Street, Vasiliki Dolas-Amador, Mgr, 100% - Ward 3 (Coffin)

24. For possible action to approve a new Tavern Limited License, Barolo's NV LLC, dba Radio City Pizzeria Fremont, 508 Fremont Street, Jody Ann Ghanem, Mmbr and Elias Farid Ghanem II, Mgr - Ward 3 (Coffin)

25. For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership, FROM: Tinoco's Kitchen LLC, TO: NLV Pasta LLC, dba Rosati's, 8001 North Durango Drive, Suite 110, Kenneth Corbett, Mgr, 95% and Leann Corbett, Mmbr, 5% - Ward 6 (Ross)

26. For possible action to approve a Restricted Gaming License subject to the provisions of the Planning and Fire codes and confirmation of approval by the Nevada Gaming Commission, Jett Gaming, LLC, db at Dos Caminos, 10820 West Charleston Boulevard, Jerry Herbst, Mgr, 100% - Ward 2 (Beers)

27. For possible action to approve a Restricted Gaming License subject to the provisions of the Fire code and confirmation of approval by the Nevada Gaming Commission, BM6 Inc, dba Mojave Market, 3020 East Bonanza Road, Suite 150, Sam Elian Hamika, Pres, Secy, Treas, Dir, 100% - Ward 3 (Coffin)

28. For possible action to approve a Restricted Gaming License subject to the provisions of the Planning and Fire codes and confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC db at Rosati's, 8001 North Durango Drive, Suite 110, Bruce Familian, Mmbr/Mgr, 65% and Jon M. Athey, Mmbr, 35% - Ward 6 (Ross)

29. For possible action to approve an Extension of a Temporary Massage Establishment Ancillary License, Freddie M. Smith, dba Lil Haven Day Spa, 4418 West Charleston Boulevard, Freddie Mae Smith, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing beauty salon - Flawlace Beauty]

PUBLIC WORKS - CONSENT

30. For possible action to approve a Special Event Permit for Berny Ramos Productions Inc. DBA Ramos Bros. Circus to locate a circus at 1520 and 1560 North Eastern Avenue from February 26, 2013 to March 11, 2013, Responsible Person in Charge: Oliver Ramos - Ward 3 (Coffin)

31. For possible action to approve a Special Event Permit for Berny Ramos Productions Inc. DBA Ramos Bros. Circus to locate a circus at 1717 South Decatur Boulevard from March 14, 2013 to March 25, 2013, Responsible Person in Charge: Oliver Ramos - Ward 1 (Tarkanian)

32. For possible action to approve Tenth Supplemental Interlocal Contract LAS17D02 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend project completion date to June 30, 2013 for the construction of the Las Vegas Wash - Rancho Drive System (Carey Avenue/Lake Mead Boulevard Detention Basin to Peak Drive) (Elkhorn Road to Grand Teton Drive) - Ward 5 (Barlow)

33. For possible action to approve Second Supplemental Interlocal Contract LAS22M09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease project funding in the amount of $700,000 and extend project completion date to June 30, 2013 for the construction of the Las Vegas Wash - Rainbow Boulevard (Elkhorn Road to Grand Teton Drive) - Ward 6 (Ross)

34. For possible action to approve Rule 9 Line Extension Agreement No. 12465 between the City of Las Vegas and Nevada Power Company d/b/a NV Energy to relocate or alter existing utility facilities for the modification of electrical service for the Emergency Operation Center (EOC) Site Security Enhancements and Logistical Support Facility service only project located at 7551 Sauer Drive - ($330 - Fire Services Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

35. Report on status of the Department of Parks, Recreation and Neighborhood Services - All Wards

36. Discussion for possible action to approve the City of Las Vegas Arts Commission Municipal Arts Plan (MAP) for FY 2013-2014 - All Wards

FINANCE - PURCHASING & CONTRACTS DISCUSSION

37. ABEYANCE ITEM - Discussion for possible action regarding the award of Contract No. 120188-GL, Single and Multispace Parking Meters located in the Medical District bounded by Charleston Boulevard on the south, Shadow Lane on the east, Pinto Lane on the north and Rancho Drive on the west and in Downtown bounded by Colorado Avenue on the south, Tenth Street on the east, Washington Avenue on the north and Main Street on the west - Department of Economic and Urban Development - Award recommended to: PARKEON ($1,418,055 - Municipal Parking Enterprise Fund) - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow) [NOTE: This item was originally heard as a consent item at the January 23, 2013 City Council Meeting]

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - DISCUSSION

38. Discussion for possible action regarding the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate $25,000 for 25 youth-initiated projects - All Wards

PLANNING - BUSINESS LICENSING DISCUSSION

39. Discussion for possible action regarding an Appeal of a Work Card Denial for Nikole Barretta db at Market Grille Cafe, 7175 West Lake Mead Boulevard, Suite 130 - Ward 1 (Tarkanian)

40. Discussion for possible action regarding an Appeal of a Work Card Denial for Dawn Brandt db at American Legion Post 8, 733 Veterans Memorial Drive - Ward 5 (Barlow)

41. Discussion for possible action regarding an Appeal of a Work Card Denial for Natalie Denton db at Hash House A Go Go, 1 South Main Street - Ward 5 (Barlow)

RESOLUTIONS - DISCUSSION

42. R-12-2013 - Discussion for possible action regarding a Resolution adopting the Historic West Las Vegas Walkable Community Plan, which focuses on the neighborhood generally located within a half-mile radius of the intersection of Jackson Avenue and F Street - Ward 5 (Barlow)

BOARDS & COMMISSIONS - DISCUSSION

43. HISTORIC PRESERVATION COMMISSION - Dorothy Wright, Term Expiration 3-24-2013; Mary Hausch, Term Expiration 3-6-2013

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

44. Bill No. 2013-4 - For Possible Action - Adopts a new Trails Element of the Las Vegas 2020 Master Plan. Proposed by: Flinn Fagg, Director of Planning

45. Bill No. 2013-5 - For Possible Action - Continues to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. Proposed by: Bradford R. Jerbic, City Attorney

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.

46. Bill No. 2013-6 - Revises the definition of "traffic signal system improvements" for purposes of LVMC Chapter 4.32, relating to the City's Traffic Signal Impact Fee Program. Proposed by: Jorge Cervantes, Director of Public Works

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.

47. Bill No. 2013-7 - Authorizes a recreational vehicle to park on a residential street for up to forty-eight consecutive hours under certain conditions. Sponsored by: Councilman Bob Beers and Councilwoman Lois Tarkanian

48. Bill No. 2013-8 - Updates LVMC Chapter 4.12 regarding the payment of claims and demands to conform to changes in process and technology. Proposed by: Candace Falder, Director of Finance

49. Bill No. 2013-9 - Authorizes the City to treat licensing violations under LVMC Title 6 as civil violations subject to a civil penalty rather than proceeding by means of a misdemeanor prosecution, and establishes procedures for the processing and disposition of Notices of Violation. Sponsored by: Councilwoman Lois Tarkanian

CLOSED SESSION

50. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

51. 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

52. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3101 Kaibab Avenue for fees in the amount of $3,218.25 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $22,718.25. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O JAIME LOPEZ - Ward 3 (Coffin)

53. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 9517 Gold Bank Drive for fees in the amount of $123,925.71 (General Fund). PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O KENNETH EPSTEIN - Ward 4 (Anthony)

54. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 125 South 15th Street for fees in the amount of $2,384.50 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $22,034.50. PROPERTY OWNER: JOSE LUIS & ANTONIA BARRIENTOS - Ward 3 (Coffin)

55. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1801 Ryan Avenue for fees in the amount of $3,105 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $22,755. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O ALBINA & MANUEL VALENZUELA - 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 - DISCUSSION

56. SUP-47322 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHAMRUEUN YAN - OWNER: JOHN NAPOLI - For possible action on an Appeal of the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED TATTOO PARLOR/BODY PIERCING STUDIO USE at 1737 South Las Vegas Boulevard (APN 162-03-310-005), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL. The Planning Commission (6-1 vote) DENIED the request.

57. EOT-47938 - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - For possible action on a request for an Extension of Time of a Non-Conforming use FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone [SC-TC (Service Commercial- Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL.

SET DATE

58. 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

59. 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

60. 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, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

SUBJECT:

INVOCATION - REVEREND CHARLOTTE-FOUST, UNITY CHURCH OF LAS VEGAS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CHINESE NEW YEAR

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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 February 6, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve a Reinstatement of and Amendment to Exclusive Negotiation Agreement between City Parkway V, Inc., Office District Parking I, Inc., and the CITRA Real Estate Capital, LLC, to undertake due diligence to determine the feasibility of developing a skilled nursing facility on Parcel L at Symphony Park located at 294 South City Parkway - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On May 2, 2012 City Council approved an Exclusive Negotiation Agreement with CITRA Real Estate Capital, LLC to undertake due diligence to determine the feasibility of developing a skilled nursing facility on Parcel L at Symphony Park located at 294 South City Parkway. The agreement expired on December 19, 2012. The developer requires more time to complete negotiations for the terms of a Disposition and Development Agreement. New expiration date is March 29, 2013 (a portion of APN 139-34-211-002 and 139-34-110-010).

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Reinstatement of and Amendment to Exclusive Negotiation Agreement
2. Disclosure of Principles
3. Site Map

REINSTATEMENT OF AND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS REINSTATMEENT OF AND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (this "*Amendment*") is entered into effective as of _____, 2013 by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation, OFFICE DISTRICT PARKING I, INC., a Nevada nonprofit corporation (collectively referred to herein as "*CPV*") and CITRA REAL ESTATE CAPITAL, LLC, a California limited liability company or its permitted successors or assigns ("Developer"). CPV and Developer may be referred to herein individually as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS:

A. The Parties entered into that certain Exclusive Negotiation Agreement dated May 2, 2012 (the "*ENA*") whereby the Parties have set forth their respective rights and obligations related to the possible sale by CPV to Developer of the Site.

B. The Term of the ENA expired on December 19, 2012.

C. The Parties desire to enter into this Amendment in order to reinstate the ENA and to extend the term of the ENA.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending legally to be bound hereunder, hereby amend the ENA and agree as follows:

1. Definitions. Any capitalized terms in this Amendment that are not otherwise defined in this Amendment shall have the same meaning as set forth in the ENA.

2. Reinstatement. The Parties hereby agree that (i) the ENA is hereby reinstated and in full force and effect and (ii) the Term is hereby extended to March 29, 2013.

3. Effect. Except as expressly set forth in this Amendment, the ENA remains in full force and effect in all respects. In the event of any conflict between the terms of this Amendment and the ENA, this Amendment shall govern and control.

4. Miscellaneous.

(a) Severability. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Amendment and the remaining provisions shall remain in full force and effect.

(b) Governing Law. The interpretation and enforcement of this Amendment shall be governed in all respects by the laws of the State of Nevada.

(c) Captions. The captions contained in this Amendment are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Amendment.

(d) Counterparts. Each counterpart of this Amendment shall be deemed to be an original and all of which together shall be deemed to be one and the same Amendment. Delivery of this Amendment may be accomplished by facsimile transmission of this Amendment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

CPV

CITY PARKWAY V, INC.

By:

_____
Elizabeth N. Fretwell, President

ATTEST:

_____
Scott D. Adams, Secretary

OFFICE DISTRICT PARKING I, INC.

By:

_____
Elizabeth N. Fretwell, President

ATTEST:

_____
Scott D. Adams, Secretary

DEVELOPER

CITRA REAL ESTATE CAPITAL, LLC, a California limited liability company, by its manager

By: _____

Name: _____

Title: Manager

APPROVED AS TO FORM:

_____ Esq.

Date 2-5-13

CERTIFICATE –
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	**Block 2 Description**
CITRA REAL ESTATE CAPITAL, LLC	**Subject Matter of Contract/Agreement**
Name **HERB SALTZMAN**	**Services for the *PROJECT NAME*** ***SYMPHONY PARK REHABILITATION CENTER***
Address **13428 MAXELLA AVE #256**	
Telephone **310-306-2598**	
EIN or DUNS **27-4440884**	**RFP#**

Block 3 Type of Business

☐ Individual ☐ Partnership X Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Herbert T. Saltzman Living Trust	13428 Maxella Ave, #256 Marina Del Rey, CA 90292	310-306-2598
2.	Herb Saltzman		
3.	Michael Saltzman		973-946-9936
4.	Bari Schmidt		
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name

2/5/13
Date

Subscribed and sworn to before me this 5 day of

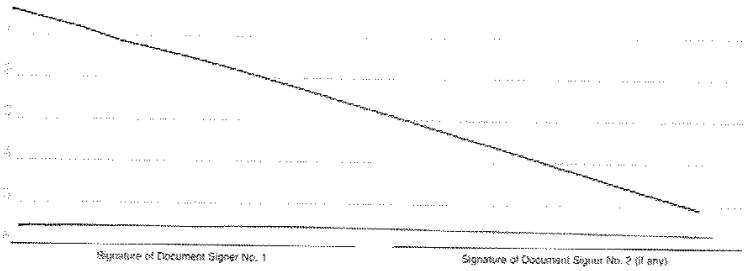
Feb, 2013

See attached CA Jurat
Notary Public

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

ERNESTO A. GONZALEZ
Commission # 1935832
Notary Public - California
Los Angeles County
My Comm. Expires May 9, 2015

Place Notary Seal Above

Subscribed and sworn to (or affirmed) before me on this 5 (Date) day of Feb (Month), 2013 (Year)
by
(1) Herb Saltzman (Name of Signer),
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) ~~(and~~
(2) _____ (Name of Signer),
proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Certificate Disclosure of Ownership

Document Date: Feb 5, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: /

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5910

REINSTATEMENT OF AND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS REINSTATMEENT OF AND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (this "*Amendment*") is entered into effective as of _____, 2013 by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation, OFFICE DISTRICT PARKING I, INC., a Nevada nonprofit corporation (collectively referred to herein as "*CPV*") and CITRA REAL ESTATE CAPITAL, LLC, a California limited liability company or its permitted successors or assigns ("Developer"). CPV and Developer may be referred to herein individually as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS:

A. The Parties entered into that certain Exclusive Negotiation Agreement dated May 2, 2012 (the "*ENA*") whereby the Parties have set forth their respective rights and obligations related to the possible sale by CPV to Developer of the Site.

B. The Term of the ENA expired on December 19, 2012.

C. The Parties desire to enter into this Amendment in order to reinstate the ENA and to extend the term of the ENA.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending legally to be bound hereunder, hereby amend the ENA and agree as follows:

1. Definitions. Any capitalized terms in this Amendment that are not otherwise defined in this Amendment shall have the same meaning as set forth in the ENA.

2. Reinstatement. The Parties hereby agree that (i) the ENA is hereby reinstated and in full force and effect and (ii) the Term is hereby extended to March 29, 2013.

3. Effect. Except as expressly set forth in this Amendment, the ENA remains in full force and effect in all respects. In the event of any conflict between the terms of this Amendment and the ENA, this Amendment shall govern and control.

4. Miscellaneous.

(a) Severability. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Amendment and the remaining provisions shall remain in full force and effect.

(b) Governing Law. The interpretation and enforcement of this Amendment shall be governed in all respects by the laws of the State of Nevada.

(c) Captions. The captions contained in this Amendment are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Amendment.

(d) Counterparts. Each counterpart of this Amendment shall be deemed to be an original and all of which together shall be deemed to be one and the same Amendment. Delivery of this Amendment may be accomplished by facsimile transmission of this Amendment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

CPV

CITY PARKWAY V, INC.

By:

_____
Elizabeth N. Fretwell, President

ATTEST:

_____
Scott D. Adams, Secretary

OFFICE DISTRICT PARKING I, INC.

By:

_____
Elizabeth N. Fretwell, President

ATTEST:

_____
Scott D. Adams, Secretary

APPROVED AS TO FORM:

_____
Date

DEVELOPER

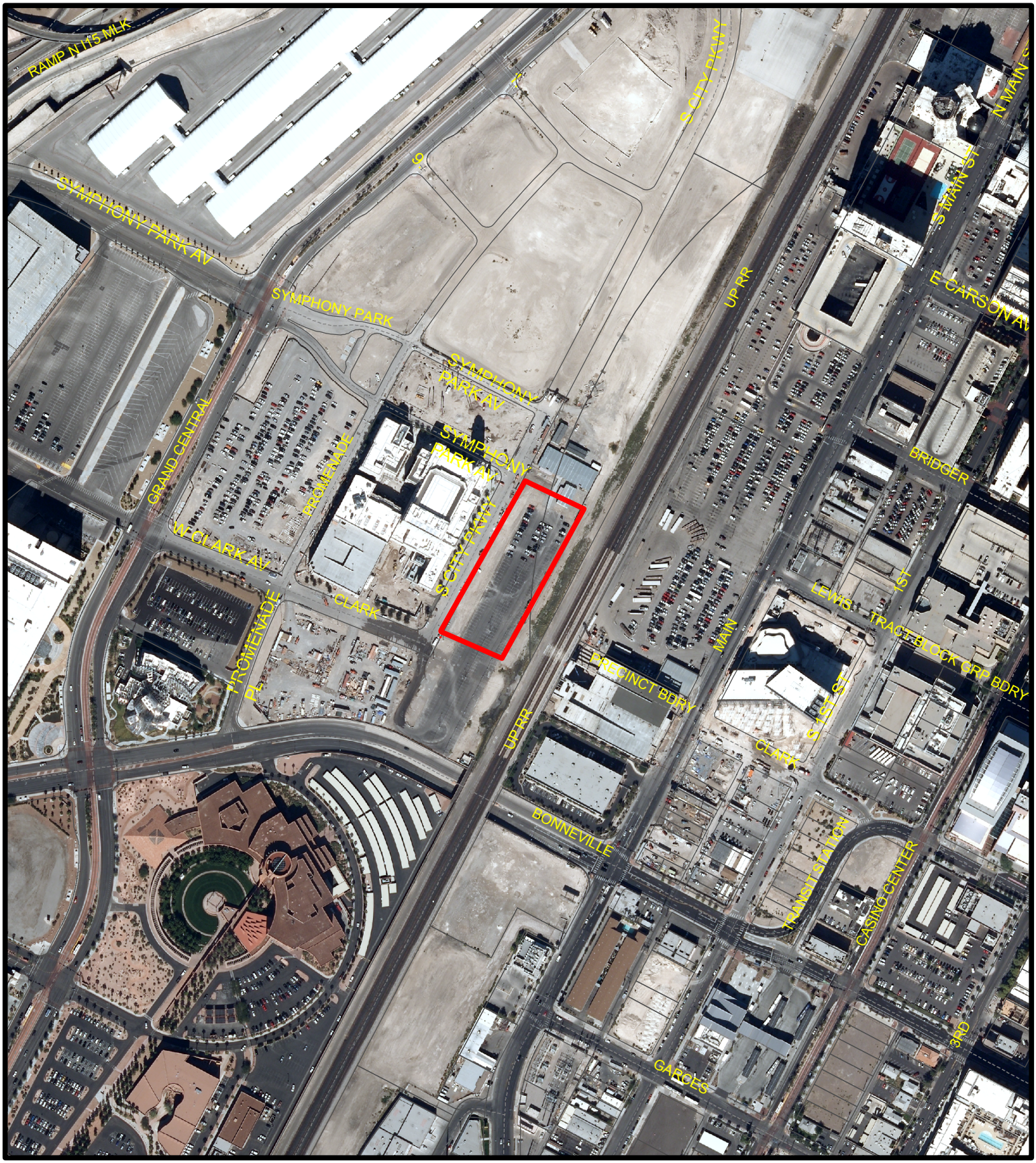
CITRA REAL ESTATE CAPITAL, LLC, a California limited liability company, by its manager

By: 

Name: MICHAEL SALTZMAN

Title: Manager

Site Map
Parcel L - Symphony Park



0 250 500 1,000 Feet

N
W E
S

Legend

portion of APN: 139-34-211-002

4/23/12

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve an encroachment request from The Richardson Partnership, Inc., on behalf of L V B-Ogden Marketing, Corporation, owner (150 North Las Vegas Boulevard) - Ward 3 (Coffin)

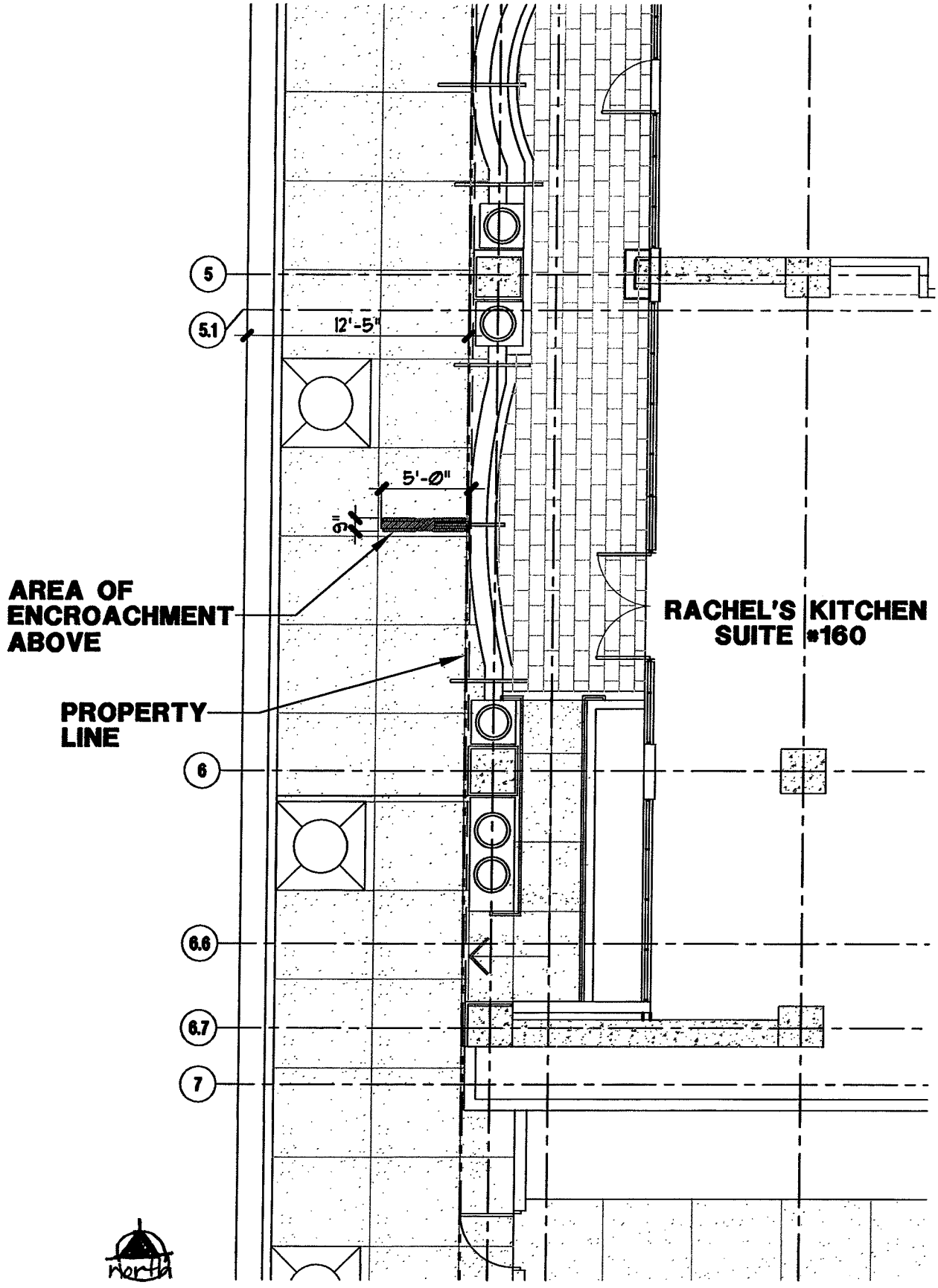
Fiscal Impact

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

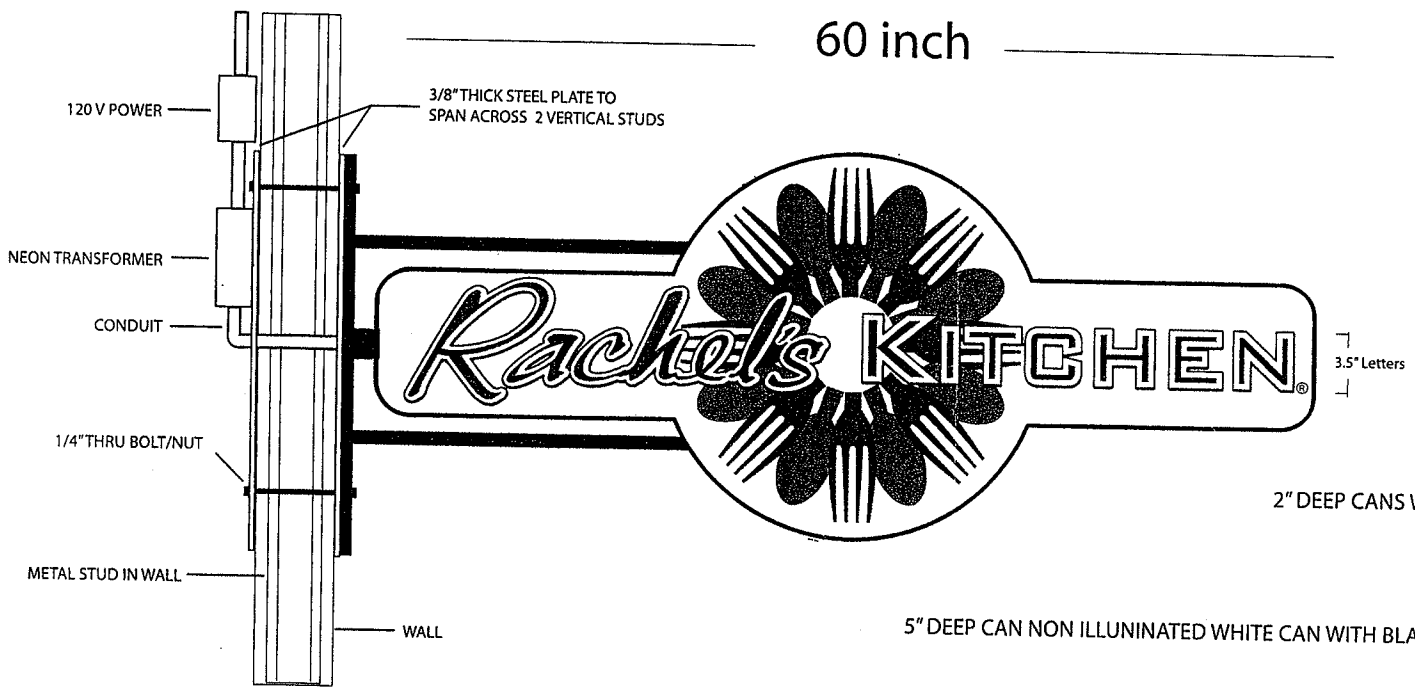
PURPOSE/BACKGROUND:
This request is to allow for restaurant signage at 150 North Las Vegas Boulevard within the Fremont East District of the Downtown Centennial Plan (DTCP) Area, Scenic Byway Overlay District. The signage is a double sided illuminated sign and would be installed 15 feet above the sidewalk along North Las Vegas Boulevard. The sign would be attached to the west side of an existing building and would project 5 feet. The sign area would be 10 square foot (5 feet long by 2 feet tall) and situated above the business. The Downtown Development Review Committee (DDRC) of the Planning Department approved the project subject to the Conditions of Approval under ARC-47760. The signage is appropriate for the Fremont Entertainment District and consistent with the Unified Development Code – Sign Standards.

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

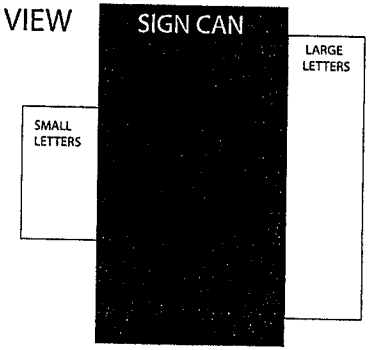
BACKUP DOCUMENTATION:
Exhibit


5
5.1
12'-5"
5'-Ø"
AREA OF ENCROACHMENT ABOVE
PROPERTY LINE
RACHEL'S KITCHEN SUITE #160
6
6.6
6.7
7
north

RACHEL'S DOUBLE SIDED SIGN

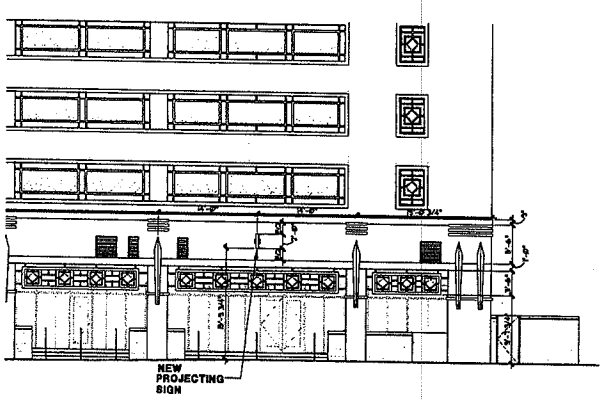


SIDE VIEW



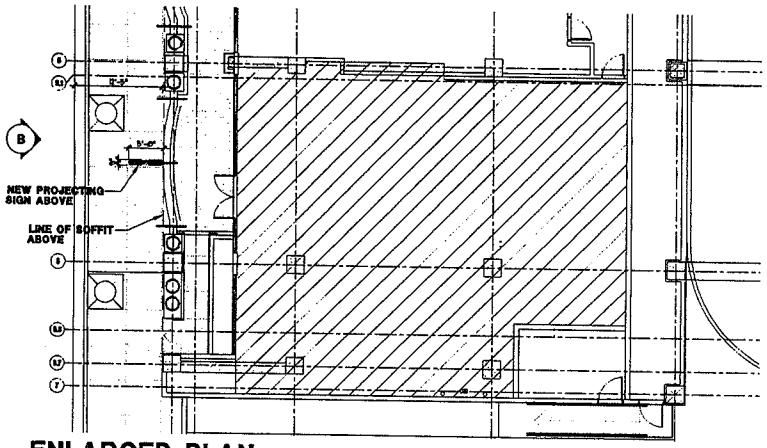
2" DEEP CANS WITH OPEN NEON INSIDE

5" DEEP CAN NON ILLUNINATED WHITE CAN WITH BLACK SIDES



B EXTERIOR ELEVATION

0 2 4 6 8 16 24



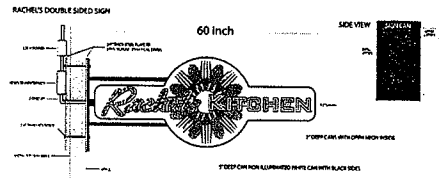
A ENLARGED PLAN

0 2 4 6 8 16 24

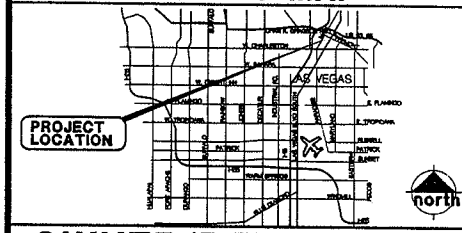
SIGN ANALYSIS

TYPE OF SIGN:	PROJECTING
LOCATION OF SIGN:	WEST ELEVATION FACING LAS VEGAS BOULEVARD
SETBACK:	
ALLOWED:	WEST - 0'-0"
PROVIDED:	60" ENCROACHMENT INTO RIGHT-OF-WAY
HEIGHT/WIDTH/AREA:	
ALLOWED:	1,500 SQ.FT.
PROVIDED:	24"/60"/240 SQ.FT.
TYPE OF ILLUMINATION:	
ALLOWED:	NEON
PROVIDED:	NEON
ANIMATED:	NO

SIGNAGE DETAIL



VICINITY MAP



OWNER/DEVELOPER

RACHEL'S KITCHEN at THE OGDEN
150 LAS VEGAS BOULEVARD NORTH, SUITE 160
LAS VEGAS, NV 89101

CONCEPTUAL DESIGN ONLY - FOR LAND USE PURPOSES

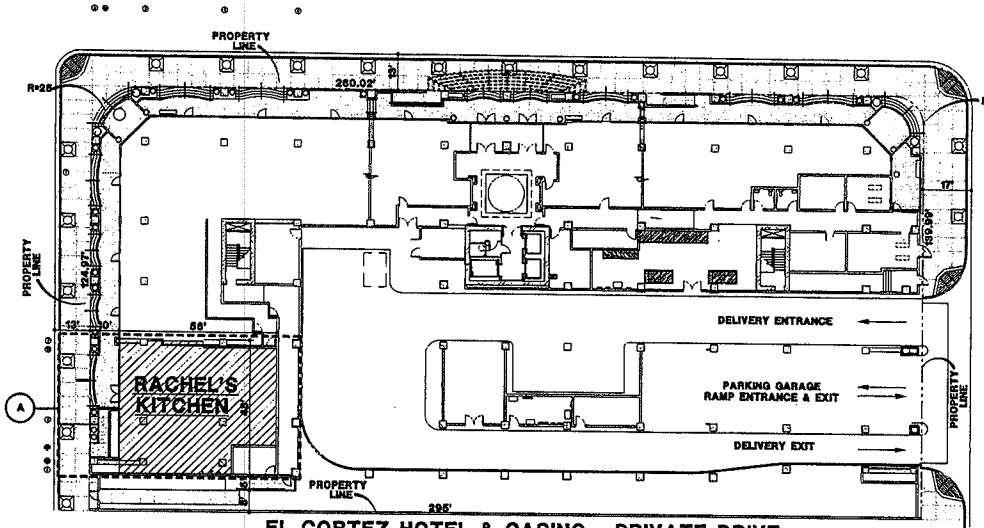
ARCHITECT:

trp inc. architecture planning interiors
THE RICHARDSON PARTNERSHIP, INC.
4280 E. Sunset Rd. Suite 1-2, Henderson, Nevada 89014
PHONE: 702.736.8822 FAX: 702.736.8885
E-mail: mail@trp-architect.com

C-2

OGDEN AVENUE

LAS VEGAS BOULEVARD NORTH



C-2

6TH STREET

C-2

EL CORTEZ HOTEL & CASINO - PRIVATE DRIVE

C-2

SITE PLAN for RACHEL'S KITCHEN at THE OGDEN

0 5 10 15 20 40 60

DECEMBER 10, 2012

CITY OF LAS VEGAS • NEVADA

north

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:

For possible action to approve the Contractual Terms and Agreement for Catalyst Fund Proceeds between the City of Las Vegas Economic and Urban Development Department and the Nevada Governor's Office of Economic Development (GOED) regarding the performance based distribution of $600,000 in State funding, with the City of Las Vegas serving as the pass through entity, for a period not less than two years and no more than five years, which will support the hiring of 150 full-time employees by Take-Two, located at 302 East Carson Avenue - Ward 3 (Coffin) [NOTE: This item is related to Council Item 13]

Fiscal Impact

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

PURPOSE/BACKGROUND:

Catalyst Funds distributed by the State as a result of this Agreement shall be awarded strictly on a performance versus agreed upon metrics to Take-Two using qualifying criteria noted in the agreement. The City of Las Vegas Economic and Urban Development Department will be the pass thru entity to release the funding from the State. The Nevada Governor's Office of Economic Development Board members approved the $600,000 Catalyst funding on December 14th, 2012 at their Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Contractual Terms and Agreement for Catalyst Fund Proceeds
2. GOED December 14th Board Meeting Minutes
3. Disclosure of Principals

Contractual Terms and Agreement for Catalyst Fund Proceeds

The Board of Nevada Governor's Office of Economic Development

This agreement, made on **December 14, 2012** by and between the Nevada Governor's Office of Economic Development ("GOED"), and **the City of Las Vegas, Nevada on behalf of the City of Las Vegas Economic and Urban Development Department** ("Regional Development Authority") approved by the Board or the Executive Director of GOED as authorized by the board, as required pursuant to NRS 231.1571- NRS 231.1577, as meeting the criteria necessary to receive a distribution from the Nevada Catalyst Fund in the form of a grant or a loan (individually or collectively referred to herein as "Catalyst Fund Proceeds") outlined in NRS 231.1571 and NRS 231.1573.

I. Approved Catalyst Fund Proceeds.

At the Board meeting conducted **December 14, 2012,** the Board approved the following Catalyst Fund grant for the above stated Regional Development Authority:

- Release of the Catalyst Funds will be tied to operations, and released pursuant to verification of performance versus agreed-upon metrics. Take-Two Interactive Software, Inc. must attain 50% of the employment target, with a total target defined as 150 total employees within five years, to receive any Catalyst Fund payment for each fiscal year. The dollar amount will not exceed $120,000 for any given year. This eliminates any need for a "clawback" provision due to nonperformance. Catalyst Funds will be released at the end of each year of operations as defined: in Year 1, $1,200 per employee, therefore 100 employees x $1,200 per = $120,000; in Years 2-5, $800 per employee, therefore if the number of total employees is less than 150, then the payment amount is prorated to meet the new employee count at the close of each year, i.e. 145 employees x $800 per employee = $116,000. The length of this Catalyst Fund contract does not exceed 5 years.

II. Covenants, Warranties, and Representations of Regional Development Agency

1. The Regional Development Authority covenants, warrants, and represents that it has entered into or will enter into within thirty (30) days a separate written agreement with each business to which the Regional Development Authority will provide Catalyst Fund Proceeds granted pursuant to this request and this agreement;
2. The Regional Development Authority covenants, warrants, and represents the agreement entered into between the Regional Development Authority and the business receiving Catalyst Fund Proceeds shall require each business entity receiving funds from the Regional Development Authority to return Catalyst Fund Proceeds to GOED if it is determined that the Catalyst Fund Proceeds are not then currently being, or have not been, used in accordance with either this agreement between the Regional Development Authority and GOED, or the agreement between the Regional Development Authority and the business receiving Catalyst Fund Proceeds;
3. The Regional Development Authority covenants, warrants, and represents that pursuant to the agreement between the Regional Development Authority and each business that will receive Catalyst Fund Proceeds, each business receiving any Catalyst Fund Proceeds agrees to and consents to the public disclosure of: (i) the company name of any entity receiving Catalyst Fund Proceeds; (ii) the applicable ownership interests for the entity receiving Catalyst Fund Proceeds, including but not limited to; equity interests, partnership interests, membership interests, shareholder interests, and any other ownership interests and by whom held; (iii) the award amount requested, and (iv) agreed-upon performance requirements, including, but not limited to: (a) number of jobs created, (b) anticipated wage levels to be paid, (c) capital investment, and (d) other project specific performance requirements to be determined under paragraph (5) of this Section.
4. The Regional Development Authority covenants, warrants, and represents that pursuant to the agreement between the Regional Development Authority and each business that will receive Catalyst Fund Proceeds, each business receiving Catalyst Fund Proceeds agrees to disclose all details, not subject to privilege or confidentiality restrictions, regarding: (i) proposed plans; (ii) projects and programs for which the Catalyst Fund grant or loan will be used; and (iii) any other information relevant to the proposed project for which Catalyst Fund Proceeds.
5. The Executive Director of GOED may, from time to time and based on the specific request of each individual Catalyst Fund Proceeds applicant, request additional information that he or she deems necessary for approval or denial of the request, in his or her sole discretion.

III. Regional Development Authority Reporting Requirements

1. After the grant of Catalyst Fund Proceeds to a Regional Development Authority, the Regional Development Authority, within thirty (30) days after the close of the State of Nevada's fiscal year (June 30) during which Catalyst Fund Proceeds were approved for disbursement, shall provide to the Executive Director of GOED, an initial report on the project that includes **ALL** of the following information:
    a. A description of each activity undertaken with the Catalyst Fund Proceeds and the amount of Catalyst Fund Proceeds used for each activity;
    b. The return-on-investment on the Catalyst Fund Proceeds provided through the grant or loan expressed through performance measures including, but not limited to; (i) number of jobs created, (ii) anticipated wage levels to be paid, (iii) capital investment, and (d) other project specific performance requirements to be determined under paragraph (d) of this Section.;
    c. A statement of the benefit to the public from the distribution of Catalyst Fund Proceeds, including documentation that supports the benefit; and
    d. Any additional documentation that the Executive Director of GOED deems appropriate to support the grant or loan application request.
2. The Regional Development Authority has continued reporting requirements based on disbursement of Catalyst Fund Proceeds. The Regional Development Authority must make at least two additional reports to GOED, with reports being filed with GOED at a minimum twenty-four (24) months and sixty (60) months after the intimal report described in Section III(a) above is delivered. Within these subsequent reports, the Regional Development Authority shall provide a report to GOED that includes the following information:
    a. The number of jobs created as a result of each specific grant or loan made pursuant to the specific application for which this agreement was entered into and Catalyst Fund Proceeds were disbursed;
    b. The wage levels of the jobs created as a result of each specific grant or loan made pursuant to the specific application for which this agreement was entered into and Catalyst Fund Proceeds were disbursed.

IV. Reimbursement for Failure to Comply with Terms of Agreements

1. If GOED finds after a reasonable investigation that the Regional Development Authority has failed to use the Catalyst Fund money in accordance with the terms of the agreement between the Regional Development Authority and GOED, the Executive Director of GOED may immediately cease providing the Regional Development Authority with funds allocated from the Catalyst Fund, and the Executive Director of GOED may, in his or her sole discretion, determine that the agreement is void. In such a case, the Regional Development Authority shall repay to the Catalyst Fund the amount of the grant or loan provided in connection with the voided agreement.
2. If the regional development authority or GOED, after reasonable investigation, find that a business that received a grant or loan from the Regional Development Authority has failed to use the Catalyst Fund money in accordance with the terms of the agreement between the Regional Development Authority and the business, the business shall repay to the Regional Development Authority the amount of the grant or loan that was received. The business shall, in addition to the amount of the grant or loan required to be repaid pursuant to this subsection, pay interest on the amount due at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the period of the grant or loan until the full repayment of the Catalyst Fund Proceeds provided by grant or loan. The Regional Development Authority must repay the Catalyst Fund within 30 days of receipt of repayment from the business. The Regional Development Authority will use its best efforts to secure repayment and interest from the business, and ensure reimbursement of those funds to the Catalyst Fund of the State of Nevada.

Regional Development Authority City of Las Nevada on behalf of City of Las Vegas Office of Economic and Urban Development	Approved: M. Fincher	Executive Director, GOED
Address 495 South Main Street, 6th Floor		*Nevada Governor's Office of* **ECONOMIC DEVELOPMENT**
City, State, Las Vegas, Nevada 89101	Phone 702-229-6552	
Signature Carolyn G. Goodman	Date	808 West Nye Lane Carson City, NV 89703

STATE OF NEVADA
GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT
BOARD MEETING
December 14, 2012

The meeting of the Board of Economic Development was called to order by Governor Brian Sandoval at 9:04 a.m. in the Nevada State Capitol Building, The Guinn Room, 101 S. Carson Street, Carson City, Nevada, 89701 and the Grant Sawyer Building, Governor's Board Room, 555 E. Washington Avenue, Suite 5100, Las Vegas, Nevada, 89101 via video conference.

1. ROLL CALL/CALL TO ORDER

BOARD MEMBERS PRESENT

Governor Brian Sandoval, State of Nevada
Secretary of State Ross Miller, State of Nevada
Mr. Benny Yerushalmi, Owner, The Jewelers of Nevada
Mr. Daniel Klaich, Chancellor, Nevada System of Higher Education (NSHE)
Mr. Frank Woodbeck, Director, Department of Employment, Training and Rehabilitation (DETR)
Ms. Heather Murren, CFO, Nevada Cancer Institute
Ms. Kathleen Drakulich, Attorney, McDonald Carano Wilson
Mr. Rob Roy, CEO/Founder, Switch Communications
Mr. Sam Routson, Chief Administrative Officer, Winnemucca Farms
Mr. Victor Chantiel, Founder/Chairman, Redhills Ventures, LLC.

BOARD MEMBERS ABSENT AND EXCUSED

Lt. Governor Brian Krolicki

STAFF MEMBERS PRESENT

Mr. Steve Hill, Executive Director, Governor's Office of Economic Development (GOED)
Mr. Bob Potts, Research Director, GOED
Mr. Steven Maniago, Business Development Director, GOED
Ms. Jennifer Cooper, Communications Director, GOED
Mr. Justin McVay, Industry Specialist, GOED
Mr. Vance Farrow, Industry Specialist, GOED
Mr. Perry Ursem, Industry Specialist, GOED
Ms. Wendy Pope, Executive Assistant, GOED
Ms. Lauren Hawkins, Administrative Assistant, GOED
Ms. Ann Pongracz, Senior Deputy Attorney, Office of the Attorney General

Mr. George Taylor, Senior Deputy Attorney, Office of the Attorney General
Mr. Tom Wilczek, GOED
Mr. Michael Skaggs, Deputy Director, GOED
Mr. Doug van Aman, Regional Director, GOED
Mr. Frank Avera, Business Development Analyst, GOED
Ms. Kristen Anderson, Executive Assistance, GOED
Ms. Roni Beauchamp, Administrative Assistant, GOED
Mr. Gerald Gardner, Chief of Staff, Governor's Office
Ms. Mitsyo Maser, Tax Programs Supervisor, Department of Taxation
Ms. Jo Lynn Smith, Department of Taxation
Ms. Henna Rasul, Senior Deputy Attorney, Office of the Attorney General

GUESTS PRESENT

Mr. Chris Zunis, NDA
Mr. Rick Velota, Las Vegas Sun
Mr. Cy Ryan, Las Vegas Sun
Mr. Jan Malasek, Pololo Corporation
Mr. Jeff Euglehart, NVIE
Mr. Terry Culp, NVIE
Mr. Paul Kinne, EDAWN
Mr. Greg Jones, Torchmate
Mr. Bill Kunz, Torchmate
Mr. Seth Krauss, Take-Two
Mr. Chris Casazza, Take-Two
Mr. Alex Plachowski, Take-Two
Mr. Bill Arent, City of Las Vegas
Mr. Tim Clausen, Lewis & Roca
Mr. Alfredo Alonso, Lewis & Roca

2. PUBLIC COMMENT

Governor Sandoval opened public comment. No public comment.

3. GOVERNOR SANDOVAL'S COMMENTS

Governor Sandoval welcomed Mr. Victor Chaltiel as the newest board member.

Mr. Chaltiel introduced himself and thanked the Governor for organizing the GOED office as well as for all of the hard work he has been doing. Mr. Chaltiel exclaimed how excited he is to be a part of the board and hopes they all can accomplish important things together.

Governor Sandoval closed his comments by thanking all of the members of the board, Mr. Steve Hill and the GOED team for all of their hard work during the past year.

4. EXECUTIVE DIRECTOR COMMENTS

Mr. Steve Hill discussed the trade missions to Israel and Mexico in the upcoming year, and stressed the importance of staying focused and following up with every opportunity in order to have the same kind of success that the China trade mission generated. Mr. Hill also mentioned that the Las Vegas Planning Effort is progressing nicely and has brought together a large group of people with a strong sense of commitment, and the results of their strategy and implementation plan should be published around the end of March or beginning of April.

Mr. Hill then discussed three memos he sent out to the board members regarding the abatement scoring system and reviewed the elements that the scoring system represents as well as how the scores are determined. Mr. Hill then opened the discussion and asked the board members to weigh in on elements of the scoring system that require adjustments. The board then discussed their thoughts on which elements should be considered more important when a company has applied for abatements as well as how the scoring system will function in the abatement process.

Mr. Hill then reviewed the Angelou Study, which provided an outline of all the possibilities that are available with regards to what incentive programs are effective and how Nevada can use these to their advantage. Governor Sandoval commented that the report is essentially a study in one sphere and added that are many other factors that should come into play when marketing the state, so the focus cannot be solely on this report.

5. BILL DRAFT DISCUSSION

Mr. Hill moved onto the summary of the bill draft requests, with two requests dealing with laws related to economic development and abatements while the other requests are cleaning up the language of the bill.

Mr. Hill discussed proposed changes to NRS 231. The first change request he cited is to change the process for naming regional development authorities as it is confusing in the law regarding what it takes in order to be an RDA and who qualifies to make an application.

The next change request relates to whether or not there can be replacements for elected officials on a meeting by meeting basis, as the current draft language stands that there cannot be a replacement.

Another change request is with regards to the current language stating a requirement to have meetings on a monthly basis, but it has been requested to change the requirement to a quarterly basis and have additional meetings called if necessary.

Additionally, Mr. Hill noted a change request to streamline the abatement approval process by allowing for the GOED team to deal with abatements below $250,000 and anything above that to be brought in front of the board for review.

Mr. Hill included a change request dealing with the confusing language currently surrounding the Catalyst fund, and the law should be revised to make it clear that there is a different section of NRS 231 that applies to the catalyst fund.

Mr. Hill then reviewed proposed changes to NRS 360 to reduce the number of employees it takes to qualify for abatements from 75 to 50, and for expanding companies, to raise the number of expanding workforce from 6 jobs to 25, as well as removing the section pertaining to intellectual property.

The next request is to explore having an additional property tax abatement tool for exceptional opportunities if the effective local government and the effective local school district supported this additional tool.

Mr. Hill also presented the recommendation to change the 30 day notice required before abatements can come before a hearing to be moved to a 14 day notice so that GOED can move more quickly to work with companies.

Secretary Miller suggested that the Governor have the reserved ability to move the dates and times of board meetings. He also suggested that instead of requiring the board to approve abatement contracts, the requirement could be lowered so they could be brought in front of the board of examiners. Secretary Miller also commented that he did not think lowering the required number of employees from 75 to 50 does not reflect the state's priority to increase jobs.

Mr. Hill then examined statutory item changes. Currently, NRS 179A requires both federal and state clearances to move forward with background checks for temporary jobs. The request is to change this so that once one of the background checks clear, the employer may move forward with the hiring process. The next request relates to NRS 630, and would allow medical examiners to have the discretion to grant temporary medical licenses so that new doctors can begin practicing in Nevada. The final request involves NRS 327 to remove the sales tax on aircraft maintenance as other states do not charge tax on this, thus taking business out of Nevada.

6. APPROVAL OF THE OCTOBER 18, 2012 BOARD MEETING MINUTES

No changes were made.

A MOTION WAS MADE BY MS. KATHLEEN DRAKULICH TO APPROVE THE OCTOBER 18, 2012 MEETING MINUTES; THIS MOTION WAS SECONDED BY MR. SAM ROUTSON. THE MOTION PASSED UNANIMOUSLY. SECRETARY MILLER ABSTAINED FROM THE VOTE AS HE WAS NOT PRESENT AT THE OCTOBER 18, 2012 BOARD MEETING.

7. UPDATE ON STATUS REGARDING REQUEST FOR ATTORNEY GENERAL OPINION—GEORGE TAYLOR, SENIOR DEPUTY ATTORNEY GENERAL

Mr. George Taylor noted that as it currently stands, elected officials may have a designee.

8. POLOLU CORPORATION – EXPANSION – CLARK COUNTY

- **SALES TAX ABATEMENT**
- **MODIFIED BUSINESS TAX ABATEMENT**
- **PERSONAL PROPERTY TAX**

Mr. Chris Zunis presented an overview of the Pololu Corporation and their plan to expand operations in Southern Nevada. The Pololu Corporation was founded in 2000 by three MIT students and relocated to Las Vegas in 2002 to take advantage of the favorable tax base and the warm climate. This growing company manufactures electronic subassemblies and modules used by engineers, hobbyists and university students around the world. Pololu Corporation plans to purchase over a million dollars in capital equipment in the next 2 years, as well as add 11 new employees at an average wage of $23.16 plus benefits.

A MOTION WAS MADE BY SECRETARY MILLER TO APPROVE APPLICATIONS FOR TAX ABATEMENTS FROM POLOLU CORPORATION; THIS MOTION WAS SECONDED BY MS. KATHLEEN DRAKULICH. THE MOTION PASSED BY BOARD MEMBERS 6:2.

9. TORCHMATE, INC. – NEW – WASHOE COUNTY

- **SALES TAX ABATEMENT**
- **MODIFIED BUSINESS TAX ABATEMENT**
- **PERSONAL PROPERTY TAX**

Mr. Paul Kinney presented an overview of Torchmate, Inc. and their abatement application. Founded by Bill Kunz Sr. in 1979 in the Washington DC area, Torchmate, Inc. has experienced rapid growth in its history due to its reputation of bringing the latest technologies to the market at the most affordable prices, and the best service possible within the Computer Numerically Controlled (CNC) cutting machine manufacturing industry. Torchmate has been conducting business in Nevada since 1997 and on July 31, 2011, Torchmate was acquired by Lincoln Electric out of Euclid, Ohio. Their sales offices cover more than 160 countries and they have 42 manufacturing locations in North America, Europe, Middle East, Asia and Latin America. The combination of the Torchmate name and reputation along with the financial strength and reputation of Lincoln Electric will give Torchmate a global reach as they deploy an expansion plan. They are also moving into acquisition mode to enter into the process of acquiring several companies with a plan to relocate them to Northern Nevada. The application includes 40 new jobs, nearly doubling their existing workforce that currently stands at 49 with the average hourly wage of the new jobs at $17.73. They are making a capital investment of over $5 million. Torchmate offers an extensive benefits package for employees and their family members including overtime, PTO, vacation, bonus, retirement, merit increases, medical, dental, vision and long term disability, and 85 % is covered by Torchmate for the employee.

A MOTION WAS MADE BY SECRETARY MILLER TO APPROVE APPLICATIONS FOR TAX ABATEMENTS FROM POLOLU CORPORATION; THIS MOTION WAS SECONDED BY MS. KATHLEEN DRAKULICH. THE MOTION PASSED UNANIMOUSLY.

10. TAKE-TWO INTERACTIVE SOFTWARE, INC – NEW – CLARK COUNTY

- **CATALYST FUND APPLICATION**

Prior to the beginning of the presentation, Mr. Steve Hill explained how the catalyst fund grant was processed and how it will work. In this case, the Catalyst Fund is completely based on performance. The primary reason to use this fund is to offset some of the operating expenses. The funding will be tied to job creation numbers. If the average wage falls below $18, and if the number of jobs created is below 50%, the catalyst fund will end.

Bill Arent, director of Economic Development for the City of Las Vegas, presented a powerpoint overview of Take-Two Interactive Software, Inc. Take-Two is a leading global publisher of video games with a proven growth strategy focused on building compelling interactive entertainment franchises. Take-Two is relocating its Quality Assurance Testing Facility from Northridge, California to Las Vegas and is signing a 7 year lease for two floors at 302 Carson Avenue, in the Downtown district. The company will have 100 full time employees within 12 months of operations and 150 full time employees within 24 months. Take-Two will pay an average wage of $18 per hour in addition to health care and a benefits package, and expects to invest over $500,000 in furniture, fixtures and equipment and over $1 million in equipment costs.

A MOTION WAS MADE BY MS. KATHLEEN DRAKULICH TO APPROVE THE CATALYST GRANT FOR TAKE-TWO INTERACTIVE SOFTWARE, INC; THIS MOTION WAS SECONDED BY MR. BENNY YERUSHALMI. THE MOTION PASSED UNANIMOUSLY.

11. PUBLIC COMMENTS

Governor Sandoval opened public comment. No public comment.

12. ADJOURNMENT

A MOTION WAS MADE BY SECRETARY MILLER TO ADJOURN THE BOARD MEETING; THIS MOTION WAS SECONDED BY MR. SAM ROUTSON. THE MOTION PASSED UNANIMOUSLY. THE MEETING ADJOURNED AT 11:33 A.M.

DISCLOSURE OF PRINCIPALS

The executive officers and directors of Take-Two Interactive Software, Inc. are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Strauss Zelnick	622 Broadway, NY 10012	646-536-3000
2. Michael Dornemann	622 Broadway, NY 10012	646-536-2842
3. Michael Sheresky	622 Broadway, NY 10012	646-536-2842
4. Jon Moses	622 Broadway, NY 10012	646-536-2842
5. Brett Icahn	622 Broadway, NY 10012	646-536-2842
6. James Nelson	622 Broadway, NY 10012	646-536-2842
7. SungHwan Cho	622 Broadway, NY 10012	646-536-2842
8. Robert Bowman	622 Broadway, NY 10012	646-536-2842
9. Seth Krauss	622 Broadway, NY 10012	646-536-3001
10. Karl Slatoff	622 Broadway, NY 10012	646-536-2998
11. Lainie Goldstein	622 Broadway, NY 10012	646-536-3003

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: _____

Its: Corporate Secretary

Subscribed and sworn to before me this

5th day of October, 2012

_____

Notary Public

NICOLE NICOLETTI
NOTARY PUBLIC
STATE OF NEW YORK
LIC. #01NI5047907
COMM. EXP. 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:

For possible action to approve the Catalyst Fund Agreement between the City of Las Vegas and Take-Two Interactive Software, Inc., (Take-Two) regarding the performance based distribution of $600,000 in State funding, with the City of Las Vegas serving as the pass through entity, for a period of not less than two years and no more than five years, which will support the hiring of 150 full-time employees by Take-Two, located at 302 East Carson Avenue - Ward 3 (Coffin) [NOTE: This item is related to Council Item 12]

Fiscal Impact

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

PURPOSE/BACKGROUND:

Catalyst Funds distributed by the State as a result of this Agreement shall be awarded strictly on a performance basis to Take-Two using qualifying criteria noted in the agreement. The City of Las Vegas will be the pass thru entity to release the funding from the State. Take-Two is subject to a review of its records by EUD to ensure compliance before the Catalyst funding will be released. The Nevada Governor's Office of Economic Development Board members approved the $600,000 Catalyst funding on December 14th, 2012 at their Board meeting.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Catalyst Fund Agreement
2. GOED December 14th Board Meeting Minutes
3. Disclosure of Principals

CATALYST FUND AGREEMENT
City of Las Vegas to Take-Two Interactive Software, Inc.

This Catalyst Fund Agreement ("Agreement") is entered into on _____, 2013, by the City of Las Vegas ("City"), and Take-Two Interactive Software, Inc., a Delaware corporation ("Take-Two"). City and Take-Two are individually or collectively referred to herein as the "Party" or the "Parties".

RECITALS

A. Take-Two has been was approved by the City and financially reviewed by appropriate members of the City of Las Vegas Economic and Urban Development Department ("EUD") for award of Catalyst Funds from the Nevada Governor's Office of Economic Development ("GOED").

B. Take-Two and EUD submitted a completed Catalyst Fund Application attached as Attachment A to this Agreement ("Application") through Bill Arent of the EUD to GOED on November 29, 2012.

C. The Application was approved by the GOED Board on December 14, 2012 for the distribution of Catalyst Funds to EUD for distribution to Take-Two.

D. City through EUD has entered into an agreement dated _____, 2013 with GOED which sets forth the terms and conditions of the award of the Catalyst Funds to EUD for distribution by EUD to Take-Two, a copy of which is attached to this Agreement as Attachment B (the "GOED Agreement").

E. The Parties desire to set forth in this Agreement the terms and conditions of the payment of the Catalyst Funds by the City to Take-Two.

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

1. Term. The term of this Agreement will be five (5) years commencing on the date it is executed by the Parties and expiring on June 30, 2018 (the "Term"). Each twelve calendar month period between July 1 and June 30 of the Term is referred to herein as an "Agreement Year".

2. Qualifying Criteria. Catalyst Funds distributed as a result of this Agreement shall be awarded strictly on a performance basis by Take-Two using the qualifying criteria set forth below. The Parties agree that the following are the qualifying criteria for receiving the Catalyst Funds:

- Qualifying jobs created should be in a target industry as noted in the State of Nevada's Economic Development Agenda: Unify, Regionalize, Diversify or the Regional Economic Development Strategic Plan, as further described in the Application.

- Take-Two must satisfy at least fifty percent (50%) of the following employment targets for each Agreement Year to receive any Catalyst Fund payment for an Agreement Year: the employment targets for each Agreement Year are (i) for the first Agreement Year, one hundred (100) full time employees and (ii) and for the next four (4) Agreement Years, one hundred fifty (150) full time employees.

- The Catalyst Funds will be used by Take-Two only for those purposes set forth in the Application.

- Take-Two must provide and pay for a minimum of twenty five percent (25%) of health care costs for its employees and make family health care coverage (health, dental, vision) available.

- Take-Two must submit copies of quarterly Nevada Modified Business Tax statements to EUD for processing of the Catalyst Fund payments to the company.

- Take-Two is subject to a review by the EUD of its records to ensure compliance with reported job creation by Take-Two, as long as it is receiving Catalyst funding.

- Take-Two must comply with all other terms and conditions of this Agreement.

2. Catalyst Fund Programs. The Parties agree that the Catalyst Funds shall be dispersed from the State of Nevada through the City as follows:

(a) Take-Two (i) cannot receive more than one hundred and twenty thousand dollars ($120,000.00) in any one year and (ii) shall not be entitled to any unearned Catalyst Funds after expiration of the Term.

(b) Catalyst Funds will be released at the end of each Agreement Year as follows:

(i) At the end of the first Agreement Year one thousand two hundred dollars ($1,200.00) per employee up to a maximum of one hundred twenty thousand dollars ($120,000.00).

(ii) For Agreement Years two (2) through five (5) eight hundred dollars ($800.00) per employee up to a maximum of one hundred and twenty thousand dollars ($120,000.00) per Agreement Year.

(iii) If in any of Agreement Year two (2) through Agreement Year five (5), Take-Two's number of employees is less than one hundred and fifty (150), then the

Catalyst Fund payment amount for such Agreement Year is prorated to meet the new amount of employees (for example, one hundred forty employees (145) at eight hundred dollars ($800.00) per employee for a total of one hundred and sixteen thousand dollars ($116,000.00) for that Agreement Year).

(iv) Take-Two agrees that City's obligation to disburse any Catalyst funds is contingent upon (x) Take-Two providing all necessary information in order to obtain each annual disbursement and (y) City actually receiving the Catalyst funds. Take-Two agrees that City is not responsible for any failure of the State of Nevada to disburse Catalyst funds to City and shall have no obligation to disburse any of City's own funds in connection with the Catalyst funds. Except for the disbursement to Take-Two of Catalyst Funds actually received by City, City shall have no liability under this Agreement.

3. Reporting. The GOED Agreement obligates the City in connection with the Catalyst Funds to require in this Agreement various reporting obligations of Take-Two. In connection therewith, Take-Two agrees as follows:

(a) Take-Two agrees to and consents to the public disclosure of: (i) the fact that it has received Catalyst Funds; (ii) the applicable ownership interests of Take-Two, including but not limited to, equity interests, partnership interests, membership interests, shareholder interests, and any other ownership interests and by whom held; (iii) the award amount, and (iv) agreed-upon performance requirements, including, but not limited to (A) number of jobs created, (B) anticipated wage levels to be paid, (C) capital investment, and (D) other information requested by GOED.

(b) Take-Two agrees to disclose all details, not subject to privilege or confidentiality restrictions, regarding: (i) proposed plans; (ii) projects and programs for which the Catalyst Funds will be used; and (iii) any other information relevant to the proposed project for which Catalyst Fund will be utilized.

4. Reimbursement for Failure to Comply. If EUD or GOED, after reasonable investigation, finds that Take-Two has failed to use the Catalyst Fund money in accordance with the terms of this Agreement, City shall immediately cease making any additional payments of Catalyst Funds to Take-Two and Take-Two shall repay to City all Catalyst funds previously paid to Take-Two. Take-Two shall, in addition to the amount of the Catalyst Funds required to be repaid pursuant to this subsection, pay interest on the amount due at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the disbursement of any Catalyst Funds until the full repayment of the Catalyst Funds during such month. Such payments shall be made within thirty (30) days after written demand by the City and Take-Two shall reimburse City for all reasonable attorneys' fees and other costs of collection incurred by the City in connection with the obtaining of such reimbursement.

5. Financial Viability. In order to ensure Catalyst Funds are invested in fiscally viable companies every company applying for Catalyst Funds must provide sufficient financial

information to assist in a fiscal viability review that must be conducted by the EUD. The EUD may request the latest financials for a publicly traded company or more detailed information for private companies or those that have limited information readily available through public sources such as Hoovers. In short, the assessment will determine if the company has demonstrated or is expected to be profitable and is reasonably expected to be viable for at least five (5) years. Since this is a subjective assessment by the EUD, in some instances the EUD may access expertise from qualified financial experts to assist in the fiscal viability assessment that is required in the submission.

The minimum information required to conduct this financial viability analysis is contained in Attachment C attached to this Agreement. Depending upon the nature and finding of the financial viability analysis additional items relating to the financial viability of the company may be requested by the EUD conducting the analysis. Specific information contained in financial reports and other items requested by the EUD that is commercially sensitive and not available for public disclosure shall be protected by a binding Nondisclosure Agreement executed by Take-Two, the EUD and any members of an advisory committee, provided, however, that any obligation of City or EUD under a confidentiality agreement will be subject to the NRS 239 - Nevada Public Records Law. Upon conclusion of the financial analysis, a summary report will be compiled and included with this agreement as Attachment D. The specific items comprising the contents of the financial analysis summary report shall remain confidential through the term of this agreement.

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

If to City:

Bill Arent, Director
City of Las Vegas
Economic and Urban Development Department
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101-2986
Fax: 702-385-3128

If to Take-Two:

Take-Two Interactive Software, Inc.
622 Broadway Avenue
New York, New York 10012
Fax: _____
Attention: _____

7. Successors. Take-Two understands this Agreement is necessary to monitor compliance with all statutory and regulatory provisions pertaining to the application and award of Catalyst Funds. Take-Two hereby declares the facts presented are true and accepts the terms of this Agreement; Take-Two understands that this Agreement shall bind any successors in interest of the company for the specified period, and that all licensing and permit requirements will be met prior to the commencement of operation. Take-Two agrees that this Agreement may not be assigned in whole or in part by Take-Two without the written consent of City which consent may be withheld at City's sole discretion. Take-Two and City agree that his agreement is independent of that certain Participation Agreement previously entered into between City and Take-Two.

8. Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Take-Two warrants that it has not paid or given, and will not pay or give, any third person other than the Participant's attorneys and consultants any money or other consideration for negotiating and obtaining this Agreement.

9. Miscellaneous.

(a) The section and subsection designations in this Agreement are inserted for the purpose of convenience and ready reference. They do not limit, by such designation, a harmonious interpretation of the Agreement, when read as an integrated document.

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

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile or electronic transmission of this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement as of the date set forth above

Take-Two Interactive Software, Inc.

By:_____

Title:_____

Date:_____

City of Las Vegas

By:_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

By: Michael Nichols Esq.
Date
2-5-13

Attachments

Attachment A – GOED Application

Attachment B – GOED/City Agreement

Attachment C – Minimum Information for Financial Viability Analysis

Attachment A

Governor's Office of Economic Development **Catalyst Fund Application**

SUBMITTING ORGANIZATION INFORMATION

Local Government Submitting: The City of Las Vegas

Authorized Representative

Name: William Arent Title: Director, Economic and Urban Development

Organization: Economic and Urban Development

Street Address: 495 S. Main St. 6th Floor, Las Vegas, NV 89101

Mailing Address: Same

Phone Number: 702-229-6856 Mobile: 702-378-4434

E-mail Address: barent@lasvegasnevada.gov

To the best of my knowledge and belief, the information contained in this Catalyst Fund Application is true and correct, as evidenced by my signature below.

Signature _____ Date _____

(Regional Development Authority Representative)

Acknowledge receipt of the information and application and are endorsing the submission.

Signature _____ Date 11/29/12

(Local Government Representative)

William Arent

PROJECT CHARACTERISTICS (Check all that apply)

- ☐ Construct new facility
- ☐ Expand/renovate existing facility
- ☒ Purchase machinery and equipment
- ☐ New business/startup
- ☒ Relocation from out-of-state
- ☐ Relocation within Nevada

INDUSTRY CLUSTER

- ☐ Aerospace and Defense
- ☐ Agriculture
- ☐ Business IT Ecosystems
- ☐ Health and Medical Services
- ☐ Logistics and Operations
- ☐ Manufacturing
- ☐ Mining and Materials
- ☐ Renewable Energy
- ☐ Tourism, Gaming and Entertainment
- ☒ Other (Intellectual Property/Software Design)

PROJECT SUMMARY

Is this request for a ☒ Grant or a ☐ Loan?

Amount requested: $600,000

Number of primary jobs that will be new to Nevada: 150 Average wage of new jobs: $18.00/hour

Total capital investment: $1,000,000 for development kits

Terms that define the timing for payment(s) requested and the performance indicators intended to approve payments (i.e., relocation complete, employee hires, etc.):

Release of the Catalyst Funds will be tied to operations, and be released after performance. Take-2 must hit 50% of the employment target to receive any Catalyst Fund payment for each year and the dollar amount will not exceed $120,000 in any one year. This eliminates any need for a "clawback" provision due to nonperformance. Catalyst Funds will be released at the end of each year of operations as defined: Year 1- 100 employees x $1200 per = $120,000, Year 2 thru 5 – 150 employees x $800 per = $120,000 and if in year 2-5 the number of employees is less than 150 then the payment amount is prorated to meet the new count i.e. 145x $800 = $116,000. Lastly, the length of this Catalyst contract does not exceed 5 years.

Describe the proposed plans, projects, and programs to which the grant or loan will apply:

Take Two Interactive Software, Inc. (T2) will be relocating its quality assurance testing facility from Northridge, California to Las Vegas. The company is signing a 7-year lease for a facility at 302 Carson Avenue in downtown Las Vegas, with an expected move-in date of February, 2013. The Catalyst Fund is intended to defray relocation costs and equipment costs (development kits) associated with the relocation. Funds also are expected to assist with working capital costs. In a separate application, T2 will be applying for modified business tax abatement, TEN incentive, and sales tax abatement to further offset the company's cost of operations.

Describe the short-term and long-term impact of the proposal: The short-term impact for the proposal would be the hiring of 150 new employees. T2 expects that the majority of its employment will be sourced locally, which should assist in employing unemployed Clark County residents. The long-term impact will be the attraction of more information technology and digital media industries to the downtown area. Downtown Las Vegas is continuing to attract companies in the e-commerce, social media, and digital media. The addition of a market leader in the video game industry will help to expand the creative talent in the area and further business in the area.

Statement of project significance to supply chains and sector: T2 is the leader in intellectual property and software development. The Quality Assurance jobs provide a career entry point for workforce in the areas of graphic art design, coding and open-source programming, and software development. The expansion of this workforce is crucial to growing the area of digital media and information technology. T2 has indicated a desire to work with the local higher education system to support workforce development initiatives so that they will be able to source talent locally. T2's facility is expected to support a number of local supply chains, including telecommunications, software development, and professional services (legal and accounting).

☒ Attach the Regional Application from the project or business

☒ Attach local Catalyst Fund Application and describe:

1. Due diligence performed on this project: The City of Las Vegas Economic and Urban Development Department did a full background check on Take-Two Interactive Software Inc.

2. Findings of local reviewers: Take-Two Interactive Software Inc is a publicly traded company on the NASDAQ and is a leader of interactive entertainment developed and published under Rockstar Games and 2K which are wholly owned. The company's quarterly earnings and annual reports are strong, and we believe T2 would be a great asset to help with the diversification of our local economy and attraction of more information technology and digital media industries.

☒ Attach a schedule of jobs created with wages and benefits description

(To be provided by Take-Two Interactive Software Inc.)

Governor's Office of Economic Development
Catalyst Fund Application

Submitting Organization Information

BUSINESS SUBMITTING: Take-Two Interactive Software, Inc.

Authorized Representative

Name: Tim Clausen Title: Attorney

Organization: Lewis and Roca

Street Address: 50 West Liberty Street, Suite 410, Reno, Nevada

Mailing Address: Same

Phone Number: 775-321-5514 Mobile: 775-771-8123

Email Address: tclausen@lrlaw.com

To the best of my knowledge and belief, the information contained in this Catalyst Fund Application is true and correct, as evidenced by my signature below.

Signature _____ Date 11/13/12
(Company Representative)

Signature _____ Date 11/29/12
(Local Government Representative)

Governor's Office of Economic Development
Catalyst Fund Application

PROJECT SUMMARY

Please describe the project in a brief summary including the applicants business structure:

Take-Two Interactive Software, Inc. is a leading developer, marketer and publisher of interactive entertainment for consumers around the world. Take-Two develops and publishes products through its two wholly-owned labels Rockstar Games and 2K, which publishes its titles under the 2K Games, 2K Sports and 2K Play brands. Its products are designed for console systems, handheld gaming systems and personal computers, including smartphones and tablets, and are delivered through physical retail, digital download, online platforms and cloud streaming services. Take-Two is a publically trade company on NASDAQ under the symbol TTWO.

Take-Two would like to relocate a portion of its business to Las Vegas, Nevada, with the primary function being Quality Assurance. Take-Two has the intent of starting and maintaining a long-term business relationship and to make a substantial investment in the state of Nevada.

☒ Is this request for a Grant X or a Loan

☒ Amount requested: Up to $600,000

☒ Number of primary jobs that will be new to Nevada: 150 Average wage of new jobs $18.00 per hour

☒ Number of existing jobs in Nevada: N/A Average wage of existing jobs: N/A

☒ Healthcare annual premiums paid by employer: Average of 77% Percentage paid by employer: Average of 23%

☒ Other Employee Benefits: Take-Two offers its regular full-time employees Health, Dental and Vision Care for themselves and their dependents. All regular full-time employees also receive a minimum of 15 days of paid personal time-off, annually, and paid holidays. They may also participate in Take-Two's 401K program and are eligible for a gym membership reimbursement (there is a minimum on gym use in order to be eligible for the reimbursement).

☒ Total capital investment: Take-Two's total capital investment in this state is still being determined; however, its projected investment in equipment alone is anticipated to exceed $1 million over the term of its lease.

☒ Projected start date: February 2013 Completion date: Same

PROJECT CHARACTERISTICS (Check all that apply)

☐ Construct New Facility
☐ Expand/Renovate Existing Facility
☒ Purchase Machinery & Equipment
☐ New Business / Start-up
☒ Relocation from Out-of-State
☐ Relocation within Nevada

Governor's Office of Economic Development
Catalyst Fund Application

INDUSTRY CLUSTER

If applicable, identify the industry cluster within which this project falls.

- ☐ Aerospace and Defense
- ☐ Agriculture
- ☐ Business IT Ecosystems
- ☐ Health & Medical Services
- ☐ Logistics & Operations
- ☐ Manufacturing
- ☐ Mining & Materials
- ☐ Renewable Energy
- ☐ Tourism, Gaming & Entertainment
- ☒ Other: Intellectual Property/Software Design

Please describe all the incentives that the business or project has applied for such as abatements, defferrels, training etc. including dollar amounts:

Take-Two is also applying for the Train Employees Now ("TEN") grant, and a partial tax abatement as a new business that locates or expands its business in Nevada and furthers the development or refinement of intellectual property, a patent or a copyright into a commercial product. The abatement will be for: (a) Up to 50% of real and personal property taxes for a period up to 10 years; (b) Up to 50% of the modified business tax for a period up to four years; and (c) Up to 2% reduction on sales and use taxes on purchases of capital equipment.

Please list all other sources of funding received or applied for by the business or project:

Take-Two is using internal funds, and is applying for the TEN Grant and the partial tax abatement as a new business that furthers the development of intellectual property and a grant through the Catalyst Fund.

Please describe the long-term sustainability and viability of the business or project:

Take-Two expects long-term business growth for its overall business and operations in the state of Nevada. Video game publishing is the strongest growth segment of the entertainment industry, and Take-Two has a proven growth strategy focused on building compelling interactive entertainment franchises. Its has a diverse portfolio of industry leading intellectual property, including nine franchises with individual titles that have sold-in approximately five million or more units. It has launched five new franchises since 2007 and has 34 distinct multi-million unit selling titles. Take-Two has a global distribution plan through packaged and online retailers, including but not limited to Walmart, Target, GameStop, Best Buy and Amazon.com. In addition, it has expanding offerings for tablets and smartphones and has partnered with market leaders to develop online games. Take-Two believes that Las Vegas will meet its long-term needs for staffing a Quality Assurance department. Quality Assurance services all of its development teams, and as such, remains a needed service for the foreseeable future.

☒ Attach a schedule of jobs created

☒ Attach a schedule of employee benefits

Contractual Terms and Agreement for Catalyst Fund Proceeds

The Board of Nevada Governor's Office of Economic Development

This agreement, made on **December 14, 2012** by and between the Nevada Governor's Office of Economic Development ("GOED"), and **the City of Las Vegas, Nevada on behalf of the City of Las Vegas Economic and Urban Development Department** ("Regional Development Authority") approved by the Board or the Executive Director of GOED as authorized by the board, as required pursuant to NRS 231.1571- NRS 231.1577, as meeting the criteria necessary to receive a distribution from the Nevada Catalyst Fund in the form of a grant or a loan (individually or collectively referred to herein as "Catalyst Fund Proceeds") outlined in NRS 231.1571 and NRS 231.1573.

I. Approved Catalyst Fund Proceeds.

At the Board meeting conducted **December 14, 2012,** the Board approved the following Catalyst Fund grant for the above stated Regional Development Authority:

- Release of the Catalyst Funds will be tied to operations, and released pursuant to verification of performance versus agreed-upon metrics. Take-Two Interactive Software, Inc. must attain 50% of the employment target, with a total target defined as 150 total employees within five years, to receive any Catalyst Fund payment for each fiscal year. The dollar amount will not exceed $120,000 for any given year. This eliminates any need for a "clawback" provision due to nonperformance. Catalyst Funds will be released at the end of each year of operations as defined: in Year 1, $1,200 per employee, therefore 100 employees x $1,200 per = $120,000; in Years 2-5, $800 per employee, therefore if the number of total employees is less than 150, then the payment amount is prorated to meet the new employee count at the close of each year, i.e. 145 employees x $800 per employee = $116,000. The length of this Catalyst Fund contract does not exceed 5 years.

II. Covenants, Warranties, and Representations of Regional Development Agency

1. The Regional Development Authority covenants, warrants, and represents that it has entered into or will enter into within thirty (30) days a separate written agreement with each business to which the Regional Development Authority will provide Catalyst Fund Proceeds granted pursuant to this request and this agreement;
2. The Regional Development Authority covenants, warrants, and represents the agreement entered into between the Regional Development Authority and the business receiving Catalyst Fund Proceeds shall require each business entity receiving funds from the Regional Development Authority to return Catalyst Fund Proceeds to GOED if it is determined that the Catalyst Fund Proceeds are not then currently being, or have not been, used in accordance with either this agreement between the Regional Development Authority and GOED, or the agreement between the Regional Development Authority and the business receiving Catalyst Fund Proceeds;
3. The Regional Development Authority covenants, warrants, and represents that pursuant to the agreement between the Regional Development Authority and each business that will receive Catalyst Fund Proceeds, each business receiving any Catalyst Fund Proceeds agrees to and consents to the public disclosure of: (i) the company name of any entity receiving Catalyst Fund Proceeds; (ii) the applicable ownership interests for the entity receiving Catalyst Fund Proceeds, including but not limited to; equity interests, partnership interests, membership interests, shareholder interests, and any other ownership interests and by whom held; (iii) the award amount requested, and (iv) agreed-upon performance requirements, including, but not limited to: (a) number of jobs created, (b) anticipated wage levels to be paid, (c) capital investment, and (d) other project specific performance requirements to be determined under paragraph (5) of this Section.
4. The Regional Development Authority covenants, warrants, and represents that pursuant to the agreement between the Regional Development Authority and each business that will receive Catalyst Fund Proceeds, each business receiving Catalyst Fund Proceeds agrees to disclose all details, not subject to privilege or confidentiality restrictions, regarding: (i) proposed plans; (ii) projects and programs for which the Catalyst Fund grant or loan will be used; and (iii) any other information relevant to the proposed project for which Catalyst Fund Proceeds.
5. The Executive Director of GOED may, from time to time and based on the specific request of each individual Catalyst Fund Proceeds applicant, request additional information that he or she deems necessary for approval or denial of the request, in his or her sole discretion.

III. Regional Development Authority Reporting Requirements

1. After the grant of Catalyst Fund Proceeds to a Regional Development Authority, the Regional Development Authority, within thirty (30) days after the close of the State of Nevada's fiscal year (June 30) during which Catalyst Fund Proceeds were approved for disbursement, shall provide to the Executive Director of GOED, an initial report on the project that includes **ALL** of the following information:
   a. A description of each activity undertaken with the Catalyst Fund Proceeds and the amount of Catalyst Fund Proceeds used for each activity;
   b. The return-on-investment on the Catalyst Fund Proceeds provided through the grant or loan expressed through performance measures including, but not limited to; (i) number of jobs created, (ii) anticipated wage levels to be paid, (iii) capital investment, and (d) other project specific performance requirements to be determined under paragraph (d) of this Section.;
   c. A statement of the benefit to the public from the distribution of Catalyst Fund Proceeds, including documentation that supports the benefit; and
   d. Any additional documentation that the Executive Director of GOED deems appropriate to support the grant or loan application request.
2. The Regional Development Authority has continued reporting requirements based on disbursement of Catalyst Fund Proceeds. The Regional Development Authority must make at least two additional reports to GOED, with reports being filed with GOED at a minimum twenty-four (24) months and sixty (60) months after the intimal report described in Section III(a) above is delivered. Within these subsequent reports, the Regional Development Authority shall provide a report to GOED that includes the following information:
   a. The number of jobs created as a result of each specific grant or loan made pursuant to the specific application for which this agreement was entered into and Catalyst Fund Proceeds were disbursed;
   b. The wage levels of the jobs created as a result of each specific grant or loan made pursuant to the specific application for which this agreement was entered into and Catalyst Fund Proceeds were disbursed.

IV. Reimbursement for Failure to Comply with Terms of Agreements

1. If GOED finds after a reasonable investigation that the Regional Development Authority has failed to use the Catalyst Fund money in accordance with the terms of the agreement between the Regional Development Authority and GOED, the Executive Director of GOED may immediately cease providing the Regional Development Authority with funds allocated from the Catalyst Fund, and the Executive Director of GOED may, in his or her sole discretion, determine that the agreement is void. In such a case, the Regional Development Authority shall repay to the Catalyst Fund the amount of the grant or loan provided in connection with the voided agreement.
2. If the regional development authority or GOED, after reasonable investigation, find that a business that received a grant or loan from the Regional Development Authority has failed to use the Catalyst Fund money in accordance with the terms of the agreement between the Regional Development Authority and the business, the business shall repay to the Regional Development Authority the amount of the grant or loan that was received. The business shall, in addition to the amount of the grant or loan required to be repaid pursuant to this subsection, pay interest on the amount due at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the period of the grant or loan until the full repayment of the Catalyst Fund Proceeds provided by grant or loan. The Regional Development Authority must repay the Catalyst Fund within 30 days of receipt of repayment from the business. The Regional Development Authority will use its best efforts to secure repayment and interest from the business, and ensure reimbursement of those funds to the Catalyst Fund of the State of Nevada.

Regional Development Authority City of Las Nevada on behalf of City of Las Vegas Office of Economic and Urban Development	Approved: M. Goodman	Executive Director, GOED
Address 495 South Main Street, 6th Floor		*Nevada Governor's Office of* **ECONOMIC DEVELOPMENT**
City, State, Las Vegas, Nevada 89101	Phone 702-229-6552	
Signature Carolyn G. Goodman	Date	808 West Nye Lane Carson City, NV 89703

Attachment C

Minimum Information for Financial Viability Analysis

For more information on Take Two Interactive Software Company regarding their SEC filings, annual reports and corporate overview please visit: http://ir.take2games.com/phoenix.zhtml?c=86428&p=irol-sec

STATE OF NEVADA
GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT
BOARD MEETING
December 14, 2012

The meeting of the Board of Economic Development was called to order by Governor Brian Sandoval at 9:04 a.m. in the Nevada State Capitol Building, The Guinn Room, 101 S. Carson Street, Carson City, Nevada, 89701 and the Grant Sawyer Building, Governor's Board Room, 555 E. Washington Avenue, Suite 5100, Las Vegas, Nevada, 89101 via video conference.

1. ROLL CALL/CALL TO ORDER

BOARD MEMBERS PRESENT

Governor Brian Sandoval, State of Nevada
Secretary of State Ross Miller, State of Nevada
Mr. Benny Yerushalmi, Owner, The Jewelers of Nevada
Mr. Daniel Klaich, Chancellor, Nevada System of Higher Education (NSHE)
Mr. Frank Woodbeck, Director, Department of Employment, Training and Rehabilitation (DETR)
Ms. Heather Murren, CFO, Nevada Cancer Institute
Ms. Kathleen Drakulich, Attorney, McDonald Carano Wilson
Mr. Rob Roy, CEO/Founder, Switch Communications
Mr. Sam Routson, Chief Administrative Officer, Winnemucca Farms
Mr. Victor Chantiel, Founder/Chairman, Redhills Ventures, LLC.

BOARD MEMBERS ABSENT AND EXCUSED

Lt. Governor Brian Krolicki

STAFF MEMBERS PRESENT

Mr. Steve Hill, Executive Director, Governor's Office of Economic Development (GOED)
Mr. Bob Potts, Research Director, GOED
Mr. Steven Maniago, Business Development Director, GOED
Ms. Jennifer Cooper, Communications Director, GOED
Mr. Justin McVay, Industry Specialist, GOED
Mr. Vance Farrow, Industry Specialist, GOED
Mr. Perry Ursem, Industry Specialist, GOED
Ms. Wendy Pope, Executive Assistant, GOED
Ms. Lauren Hawkins, Administrative Assistant, GOED
Ms. Ann Pongracz, Senior Deputy Attorney, Office of the Attorney General

Mr. George Taylor, Senior Deputy Attorney, Office of the Attorney General
Mr. Tom Wilczek, GOED
Mr. Michael Skaggs, Deputy Director, GOED
Mr. Doug van Aman, Regional Director, GOED
Mr. Frank Avera, Business Development Analyst, GOED
Ms. Kristen Anderson, Executive Assistance, GOED
Ms. Roni Beauchamp, Administrative Assistant, GOED
Mr. Gerald Gardner, Chief of Staff, Governor's Office
Ms. Mitsyo Maser, Tax Programs Supervisor, Department of Taxation
Ms. Jo Lynn Smith, Department of Taxation
Ms. Henna Rasul, Senior Deputy Attorney, Office of the Attorney General

GUESTS PRESENT

Mr. Chris Zunis, NDA
Mr. Rick Velota, Las Vegas Sun
Mr. Cy Ryan, Las Vegas Sun
Mr. Jan Malasek, Pololo Corporation
Mr. Jeff Euglehart, NVIE
Mr. Terry Culp, NVIE
Mr. Paul Kinne, EDAWN
Mr. Greg Jones, Torchmate
Mr. Bill Kunz, Torchmate
Mr. Seth Krauss, Take-Two
Mr. Chris Casazza, Take-Two
Mr. Alex Plachowski, Take-Two
Mr. Bill Arent, City of Las Vegas
Mr. Tim Clausen, Lewis & Roca
Mr. Alfredo Alonso, Lewis & Roca

2. PUBLIC COMMENT

Governor Sandoval opened public comment. No public comment.

3. GOVERNOR SANDOVAL'S COMMENTS

Governor Sandoval welcomed Mr. Victor Chaltiel as the newest board member.

Mr. Chaltiel introduced himself and thanked the Governor for organizing the GOED office as well as for all of the hard work he has been doing. Mr. Chaltiel exclaimed how excited he is to be a part of the board and hopes they all can accomplish important things together.

Governor Sandoval closed his comments by thanking all of the members of the board, Mr. Steve Hill and the GOED team for all of their hard work during the past year.

4. EXECUTIVE DIRECTOR COMMENTS

Mr. Steve Hill discussed the trade missions to Israel and Mexico in the upcoming year, and stressed the importance of staying focused and following up with every opportunity in order to have the same kind of success that the China trade mission generated. Mr. Hill also mentioned that the Las Vegas Planning Effort is progressing nicely and has brought together a large group of people with a strong sense of commitment, and the results of their strategy and implementation plan should be published around the end of March or beginning of April.

Mr. Hill then discussed three memos he sent out to the board members regarding the abatement scoring system and reviewed the elements that the scoring system represents as well as how the scores are determined. Mr. Hill then opened the discussion and asked the board members to weigh in on elements of the scoring system that require adjustments. The board then discussed their thoughts on which elements should be considered more important when a company has applied for abatements as well as how the scoring system will function in the abatement process.

Mr. Hill then reviewed the Angelou Study, which provided an outline of all the possibilities that are available with regards to what incentive programs are effective and how Nevada can use these to their advantage. Governor Sandoval commented that the report is essentially a study in one sphere and added that are many other factors that should come into play when marketing the state, so the focus cannot be solely on this report.

5. BILL DRAFT DISCUSSION

Mr. Hill moved onto the summary of the bill draft requests, with two requests dealing with laws related to economic development and abatements while the other requests are cleaning up the language of the bill.

Mr. Hill discussed proposed changes to NRS 231. The first change request he cited is to change the process for naming regional development authorities as it is confusing in the law regarding what it takes in order to be an RDA and who qualifies to make an application.

The next change request relates to whether or not there can be replacements for elected officials on a meeting by meeting basis, as the current draft language stands that there cannot be a replacement.

Another change request is with regards to the current language stating a requirement to have meetings on a monthly basis, but it has been requested to change the requirement to a quarterly basis and have additional meetings called if necessary.

Additionally, Mr. Hill noted a change request to streamline the abatement approval process by allowing for the GOED team to deal with abatements below $250,000 and anything above that to be brought in front of the board for review.

Mr. Hill included a change request dealing with the confusing language currently surrounding the Catalyst fund, and the law should be revised to make it clear that there is a different section of NRS 231 that applies to the catalyst fund.

Mr. Hill then reviewed proposed changes to NRS 360 to reduce the number of employees it takes to qualify for abatements from 75 to 50, and for expanding companies, to raise the number of expanding workforce from 6 jobs to 25, as well as removing the section pertaining to intellectual property.

The next request is to explore having an additional property tax abatement tool for exceptional opportunities if the effective local government and the effective local school district supported this additional tool.

Mr. Hill also presented the recommendation to change the 30 day notice required before abatements can come before a hearing to be moved to a 14 day notice so that GOED can move more quickly to work with companies.

Secretary Miller suggested that the Governor have the reserved ability to move the dates and times of board meetings. He also suggested that instead of requiring the board to approve abatement contracts, the requirement could be lowered so they could be brought in front of the board of examiners. Secretary Miller also commented that he did not think lowering the required number of employees from 75 to 50 does not reflect the state's priority to increase jobs.

Mr. Hill then examined statutory item changes. Currently, NRS 179A requires both federal and state clearances to move forward with background checks for temporary jobs. The request is to change this so that once one of the background checks clear, the employer may move forward with the hiring process. The next request relates to NRS 630, and would allow medical examiners to have the discretion to grant temporary medical licenses so that new doctors can begin practicing in Nevada. The final request involves NRS 327 to remove the sales tax on aircraft maintenance as other states do not charge tax on this, thus taking business out of Nevada.

6. APPROVAL OF THE OCTOBER 18, 2012 BOARD MEETING MINUTES

No changes were made.

A MOTION WAS MADE BY MS. KATHLEEN DRAKULICH TO APPROVE THE OCTOBER 18, 2012 MEETING MINUTES; THIS MOTION WAS SECONDED BY MR. SAM ROUTSON. THE MOTION PASSED UNANIMOUSLY. SECRETARY MILLER ABSTAINED FROM THE VOTE AS HE WAS NOT PRESENT AT THE OCTOBER 18, 2012 BOARD MEETING.

7. UPDATE ON STATUS REGARDING REQUEST FOR ATTORNEY GENERAL OPINION—GEORGE TAYLOR, SENIOR DEPUTY ATTORNEY GENERAL

Mr. George Taylor noted that as it currently stands, elected officials may have a designee.

8. POLOLU CORPORATION – EXPANSION – CLARK COUNTY

- **SALES TAX ABATEMENT**
- **MODIFIED BUSINESS TAX ABATEMENT**
- **PERSONAL PROPERTY TAX**

Mr. Chris Zunis presented an overview of the Pololu Corporation and their plan to expand operations in Southern Nevada. The Pololu Corporation was founded in 2000 by three MIT students and relocated to Las Vegas in 2002 to take advantage of the favorable tax base and the warm climate. This growing company manufactures electronic subassemblies and modules used by engineers, hobbyists and university students around the world. Pololu Corporation plans to purchase over a million dollars in capital equipment in the next 2 years, as well as add 11 new employees at an average wage of $23.16 plus benefits.

A MOTION WAS MADE BY SECRETARY MILLER TO APPROVE APPLICATIONS FOR TAX ABATEMENTS FROM POLOLU CORPORATION; THIS MOTION WAS SECONDED BY MS. KATHLEEN DRAKULICH. THE MOTION PASSED BY BOARD MEMBERS 6:2.

9. TORCHMATE, INC. – NEW – WASHOE COUNTY

- **SALES TAX ABATEMENT**
- **MODIFIED BUSINESS TAX ABATEMENT**
- **PERSONAL PROPERTY TAX**

Mr. Paul Kinney presented an overview of Torchmate, Inc. and their abatement application. Founded by Bill Kunz Sr. in 1979 in the Washington DC area, Torchmate, Inc. has experienced rapid growth in its history due to its reputation of bringing the latest technologies to the market at the most affordable prices, and the best service possible within the Computer Numerically Controlled (CNC) cutting machine manufacturing industry. Torchmate has been conducting business in Nevada since 1997 and on July 31, 2011, Torchmate was acquired by Lincoln Electric out of Euclid, Ohio. Their sales offices cover more than 160 countries and they have 42 manufacturing locations in North America, Europe, Middle East, Asia and Latin America. The combination of the Torchmate name and reputation along with the financial strength and reputation of Lincoln Electric will give Torchmate a global reach as they deploy an expansion plan. They are also moving into acquisition mode to enter into the process of acquiring several companies with a plan to relocate them to Northern Nevada. The application includes 40 new jobs, nearly doubling their existing workforce that currently stands at 49 with the average hourly wage of the new jobs at $17.73. They are making a capital investment of over $5 million. Torchmate offers an extensive benefits package for employees and their family members including overtime, PTO, vacation, bonus, retirement, merit increases, medical, dental, vision and long term disability, and 85 % is covered by Torchmate for the employee.

A MOTION WAS MADE BY SECRETARY MILLER TO APPROVE APPLICATIONS FOR TAX ABATEMENTS FROM POLOLU CORPORATION; THIS MOTION WAS SECONDED BY MS. KATHLEEN DRAKULICH. THE MOTION PASSED UNANIMOUSLY.

10. TAKE-TWO INTERACTIVE SOFTWARE, INC – NEW – CLARK COUNTY

- **CATALYST FUND APPLICATION**

Prior to the beginning of the presentation, Mr. Steve Hill explained how the catalyst fund grant was processed and how it will work. In this case, the Catalyst Fund is completely based on performance. The primary reason to use this fund is to offset some of the operating expenses. The funding will be tied to job creation numbers. If the average wage falls below $18, and if the number of jobs created is below 50%, the catalyst fund will end.

Bill Arent, director of Economic Development for the City of Las Vegas, presented a powerpoint overview of Take-Two Interactive Software, Inc. Take-Two is a leading global publisher of video games with a proven growth strategy focused on building compelling interactive entertainment franchises. Take-Two is relocating its Quality Assurance Testing Facility from Northridge, California to Las Vegas and is signing a 7 year lease for two floors at 302 Carson Avenue, in the Downtown district. The company will have 100 full time employees within 12 months of operations and 150 full time employees within 24 months. Take-Two will pay an average wage of $18 per hour in addition to health care and a benefits package, and expects to invest over $500,000 in furniture, fixtures and equipment and over $1 million in equipment costs.

A MOTION WAS MADE BY MS. KATHLEEN DRAKULICH TO APPROVE THE CATALYST GRANT FOR TAKE-TWO INTERACTIVE SOFTWARE, INC; THIS MOTION WAS SECONDED BY MR. BENNY YERUSHALMI. THE MOTION PASSED UNANIMOUSLY.

11. PUBLIC COMMENTS

Governor Sandoval opened public comment. No public comment.

12. ADJOURNMENT

A MOTION WAS MADE BY SECRETARY MILLER TO ADJOURN THE BOARD MEETING; THIS MOTION WAS SECONDED BY MR. SAM ROUTSON. THE MOTION PASSED UNANIMOUSLY. THE MEETING ADJOURNED AT 11:33 A.M.

DISCLOSURE OF PRINCIPALS

The executive officers and directors of Take-Two Interactive Software, Inc. are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Strauss Zelnick	622 Broadway, NY 10012	646-536-3000
2. Michael Dornemann	622 Broadway, NY 10012	646-536-2842
3. Michael Sheresky	622 Broadway, NY 10012	646-536-2842
4. Jon Moses	622 Broadway, NY 10012	646-536-2842
5. Brett Icahn	622 Broadway, NY 10012	646-536-2842
6. James Nelson	622 Broadway, NY 10012	646-536-2842
7. SungHwan Cho	622 Broadway, NY 10012	646-536-2842
8. Robert Bowman	622 Broadway, NY 10012	646-536-2842
9. Seth Krauss	622 Broadway, NY 10012	646-536-3001
10. Karl Slatoff	622 Broadway, NY 10012	646-536-2998
11. Lainie Goldstein	622 Broadway, NY 10012	646-536-3003

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: _____

Its: Corporate Secretary

Subscribed and sworn to before me this

5th day of October, 2012

_____

Notary Public

NICOLE NICOLETTI
NOTARY PUBLIC
STATE OF NEW YORK
LIC. #01NI5047907
COMM. EXP. 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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: $35,613,128.87
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 01/16/13 to 01/31/13

City of Las Vegas

Summary of Cash Expenditures

For period of 01/16/13 to 01/31/13

Total Services & Materials Checks :	**$7,986,650.67**
Total Services & Materials EFT Payments :	**$5,956,422.87**
Total Wire Transfers:	**$15,625,129.81**
Total Payroll Checks:	**$6,044,925.52**
Grand Total:	**$35,613,128.87**

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.

Vonetta Appleyard -on behalf of

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On February 20, 2013 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:

For possible action to approve the First Amendment to the Amended and Restated Memorandum of Understanding between the City of Las Vegas (City) and the Commission for the Las Vegas Centennial (Commission) which will provide for the City's Planning Department to administer funds and monitor projects funded through grants awarded to the Historic Preservation Commission (HPC) by the Commission and to approve the HPC grant fund budget for those awards - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of the amended memorandum of understanding to allow the city's Department of Planning, in conjunction with the city's Historic Preservation Officer and the Las Vegas Historic Preservation Commission, to administer Centennial Grant funds and monitor the historic preservation projects as approved by the Commission for the Las Vegas Centennial.

RECOMMENDATION:
Staff recommends APPROVAL

BACKUP DOCUMENTATION:
First Amendment to the Amended and Restated Memorandum of Understanding by and between the Commission for the Las Vegas Centennial and the City of Las Vegas

FIRST AMENDMENT TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMISSION FOR THE LAS VEGAS CENTENNIAL AND THE CITY OF LAS VEGAS

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("First Amendment") is made and entered into this _____ day of _____, 2013, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada non-profit corporation ("Commission") and the CITY OF LAS VEGAS ("City") on behalf of the HISTORIC PRESERVATION COMMISSION ("HPC").

RECITALS

WHEREAS, the Commission and the City entered into the Amended and Restated Memorandum of Understanding ("MOU") which provided Centennial Grant Funds for the purpose of providing grants for historic commemoration and preservation purposes; and

WHEREAS, the Commission and City desire to amend the MOU to update the disbursement and reporting process for the Centennial Grant Funds.

NOW, THEREFORE, the Commission and City agree to amend the MOU as follows:

1. Section 2 of the MOU shall be amended to read as follows:

   Administration of the Centennial Grant Funds. The City's Historic Preservation Officer in conjunction with HPC and the City's Department of Planning will administer and monitor the Projects described above in Section 1 and the disbursement of the Centennial Grant Funds herein.

2. Section 3 shall be deleted and the following shall be inserted in its place:

   A. **City Council Approval.** A budget for the Projects will be submitted in conjunction with the annual budget for the Department of Planning. The budget will be accompanied by detailed project descriptions, currently funded project status and a copy of the signed MOU between the Commission and the HPC. If approved by the City Council, the Centennial Grant Funds will be transferred to the Department of Planning for project administration and monitoring.

   B. **Request for Funds.** Upon approval of the budget by the City Council, and subject to the City and HPC's compliance with this MOU, the Department of Planning shall furnish to the Executive Director of the Commission with a requisition for the payment of the Centennial Grant Funds. The requisition shall include the total amount awarded, and will include documentation a detailed budget, project descriptions and other related evidence as presented with the Centennial Grant application.

C. **Annual Reporting Requirements**. The City's Historic Preservation Officer will provide a budget on an annual basis to the Commission for consideration at the Commission's budget meeting generally held in July of each fiscal year. The budget will be accompanied by detailed project descriptions and the currently funded project status report.

3. Except as hereinabove set forth, the MOU shall remain valid and in full force and effect.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Carolyn G. Goodman, President

ATTEST:

_____
Esther Carter, Secretary

APPROVED AS TO FORM:

_____ 1/28/13
Date

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

_____ 1/28/13
Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve a Package License, Durtenial Ventures, Inc., dba 7 Eleven Store #39138A, 6446 North Durango Drive, Suite 105, Harpreet Brar, Dir, Pres, Treas, Secy, 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 a Package License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License, La Fuente, Inc., dba Cheetah's, 2112 Western Avenue, Teri Gail Galardi, Pres, Secy, Treas, 100% - Ward 3 (Coffin)

Fiscal Impact

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

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Tavern License.

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

1. Business must be in compliance with all Erotic Dance Establishment regulations under Las Vegas Municipal Code, Chapter 6.35.

2. Any changes to the JEG Family Trust including trustee, beneficiaries or amendments to the trust must be reported prior to the changes taking place as required by the Las Vegas Municipal Code, Section 6.06.200.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve a new Supper Club License, Chinita Inc., dba Chinita Mexican Bar & Grill, 9440 West Sahara Avenue, Suite 165, Chanthy A. Walsh, Dir, Pres, Treas, Secy, 100% - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a new Supper Club License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern Limited License, Downtown Restaurant Group, LLC, dba D Grill, 301 Fremont Street, Joseph P. Vicari Trust UAD, Owner, 50%, Joseph P. Vicari, Trustee and DRGMM, LLC, Owner, 50%, Derek Stevens, Mgr - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Tavern Limited 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.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern Limited License, Downtown Restaurant Group, LLC, dba Joe Vicari's Andiamo Italian Steak House, 301 Fremont Street, Joseph P. Vicari Trust UAD, Owner, 50%, Joseph P. Vicari, Trustee and DRGMM, LLC, Owner, 50%, Derek Stevens, Mgr - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Tavern Limited 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.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve a Beer/Wine/Cooler Art-Event License, 300 Stewart Avenue Lessee LLC, dba The Mob Museum, 300 Stewart Avenue, 300 Stewart Avenue Corporation, 100%, Ellen Knowlton, Pres; Jeffrey A. Silver, Treas; Bob Stoldal, Vice Pres and James F. Germain, Secy - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler Art-Event License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership, FROM: Wasef Qaraman, TO: KA Management Vegas, Inc., dba North Rancho ARCO, 4371 North Rancho Drive, Kayvon Agahnia, Pres; Kareem Ali Assi, Secy and Kambiz Agahnia, Treas - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-sale License. Previous business name was Craig Rancho ARCO AM PM.

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.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern Limited License, Pulse Las Vegas LLC, dba Pulse Night Club, 115 North 7th Street, Vasiliki Dolas-Amador, Mgr, 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Tavern Limited 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. May not be sold or transferred to a third party, which includes any change of ownership or change of principal.
2. May not be transferred to a new location unless the location is within the district to which the license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.
3. Any suitability issue for either licensee or lender will result in the immediate suspension of the temporary license approval.
4. License will have a one year review conducted.
5. No activity licensed under LVMC 3.45 is allowed.
6. Must adhere to all of the above conditions and the Las Vegas Municipal Code.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve a new Tavern Limited License, Barolo's NV LLC, dba Radio City Pizzeria Fremont, 508 Fremont Street, Jody Ann Ghanem, Mmbr and Elias Farid Ghanem II, Mgr - 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 new Tavern Limited License.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. May not be sold or transferred to a third party, which includes any change of ownership or change of principal.

2. May not be transferred to a new location unless the location is within the district to which the license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

3. No one under the age of 21 allowed on the premises.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership, FROM: Tinoco's Kitchen LLC, TO: NLV Pasta LLC, dba Rosati's, 8001 North Durango Drive, Suite 110, Kenneth Corbett, Mgr, 95% and Leann Corbett, Mmbr, 5% - 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 Tavern License. Previous business name and address was Tinoco's Kitchen located at 18 Fremont Street.

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.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve a Restricted Gaming License subject to the provisions of the Planning and Fire codes and confirmation of approval by the Nevada Gaming Commission, Jett Gaming, LLC, db at Dos Caminos, 10820 West Charleston Boulevard, Jerry Herbst, Mgr, 100% - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Space Lease Agreement for a Restricted Gaming License for 15 slots.

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.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve a Restricted Gaming License subject to the provisions of the Fire code and confirmation of approval by the Nevada Gaming Commission, BM6 Inc, dba Mojave Market, 3020 East Bonanza Road, Suite 150, Sam Elian Hamika, Pres, Secy, Treas, Dir, 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend approval Fire code 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: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve a Restricted Gaming License subject to the provisions of the Planning and Fire codes and confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC db at Rosati's, 8001 North Durango Drive, Suite 110, Bruce Familian, Mmbr/Mgr, 65% and Jon M. Athey, Mmbr, 35% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 15 slots.

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.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
For possible action to approve an Extension of a Temporary Massage Establishment Ancillary License, Freddie M. Smith, dba Lil Haven Day Spa, 4418 West Charleston Boulevard, Freddie Mae Smith, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing beauty salon – Flawlace Beauty]

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 Ancillary License.

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

1. No exterior signage and advertising massage.
2. Square footage cannot exceed 150 sq. ft.
3. Hours of operation are limited to the period between 6:00 a.m. and 10:00 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: FEBRUARY 20, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Special Event Permit for Berny Ramos Productions Inc. DBA Ramos Bros. Circus to locate a circus at 1520 and 1560 North Eastern Avenue from February 26, 2013 to March 11, 2013, Responsible Person in Charge: Oliver Ramos - Ward 3 (Coffin)

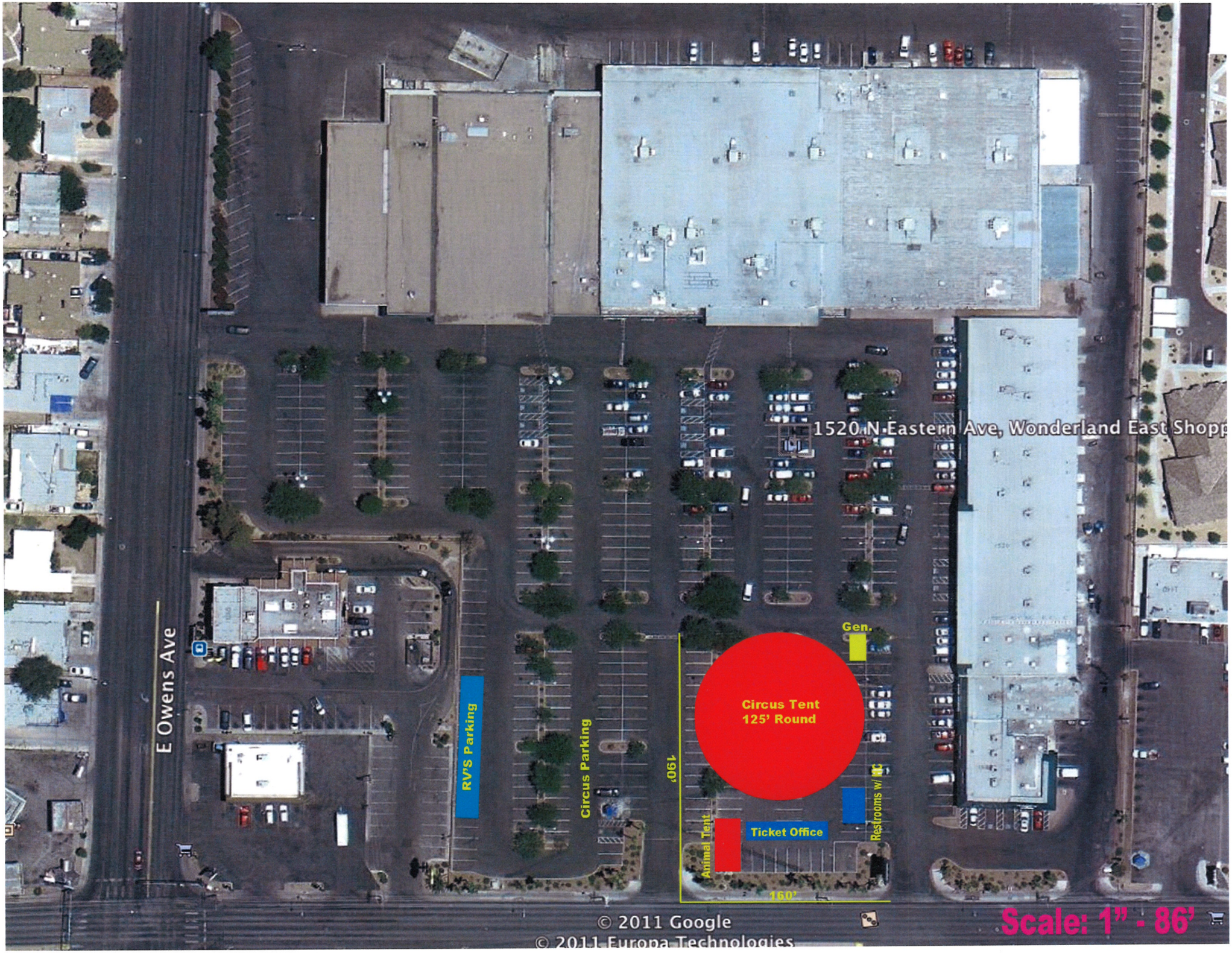
Fiscal Impact

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

PURPOSE/BACKGROUND:
Berny Ramos Productions Inc. DBA Ramos Bros. Circus has requested an all age special event permit to locate a circus at 1520 and 1560 North Eastern Avenue from February 26, 2013 to March 11, 2013. There will be one show weekdays, two shows on Saturdays and Sundays. There will be no alcohol. There will be one large tent and one animal tent on the site and multiple recreational vehicles. Approximately six employees will remain overnight on site for the duration of the event. Fire and life safety code requirements will be maintained during events. Additional security may be deemed necessary by the Las Vegas Metropolitan Police Department.

RECOMMENDATION:
Approve Special Event Permit subject to approval of site, security and required event plans by the Director of Public Works

BACKUP DOCUMENTATION:
Map


1520 N Eastern Ave, Wonderland East Shopp
E Owens Ave
RV'S Parking
Circus Parking
190'
Gen.
Circus Tent
125' Round
Restrooms w/ AC
Ticket Office
Animal Tent
160'
© 2011 Google
© 2011 Europa Technologies
Scale: 1" - 86'

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Special Event Permit for Berny Ramos Productions Inc. DBA Ramos Bros. Circus to locate a circus at 1717 South Decatur Boulevard from March 14, 2013 to March 25, 2013, Responsible Person in Charge: Oliver Ramos - Ward 1 (Tarkanian)

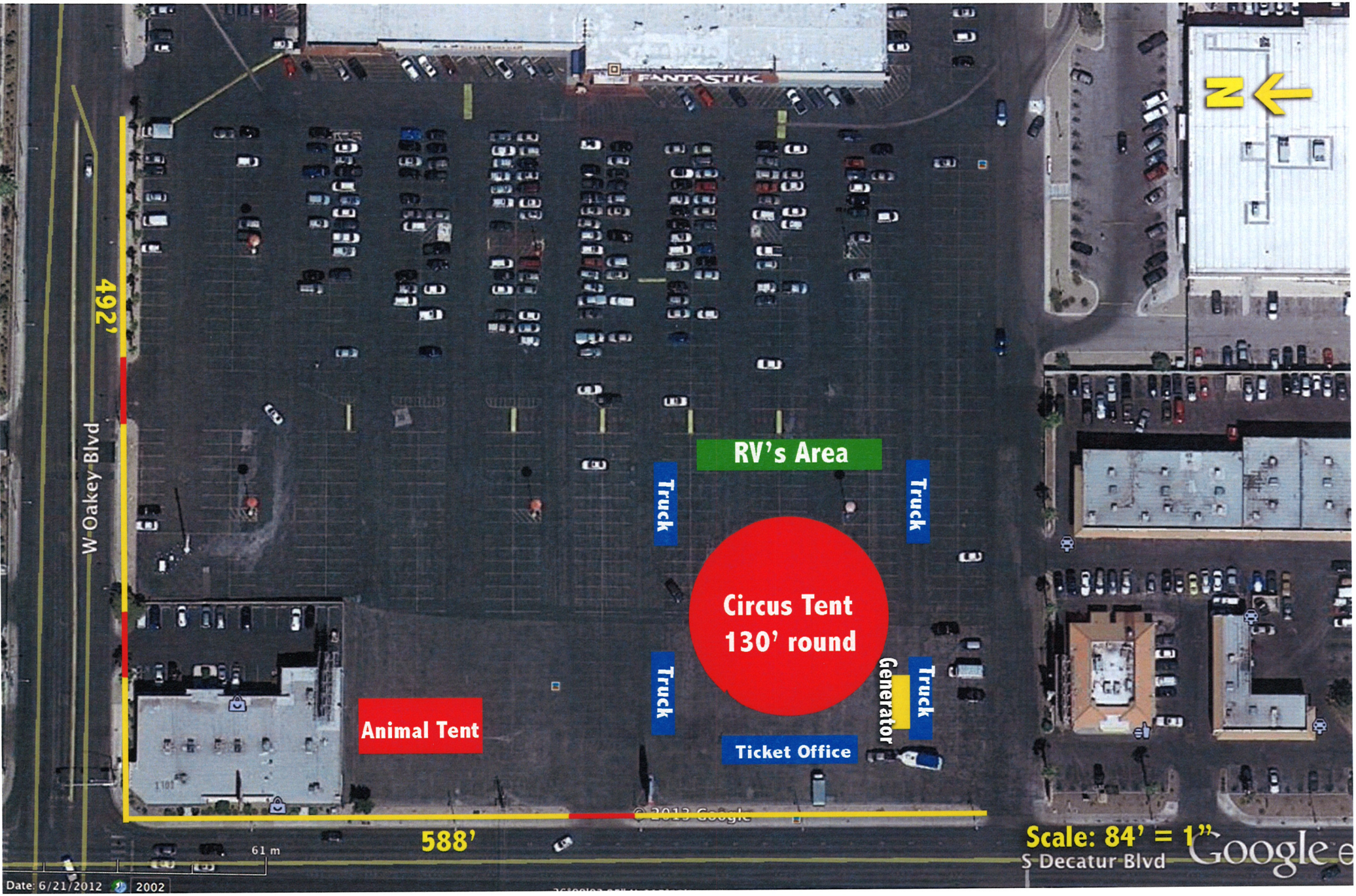
Fiscal Impact

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

PURPOSE/BACKGROUND:
Berny Ramos Productions Inc. DBA Ramos Bros. Circus has requested an all age special event permit to locate a circus at 1717 South Decatur Boulevard from March 14, 2013 to March 25, 2013. There will be one show weekdays, two shows on Saturdays and Sundays. There will be no alcohol. There will be one large tent and one animal tent on the site and multiple recreational vehicles. Approximately six employees will remain overnight on site for the duration of the event. Fire and life safety code requirements will be maintained during events. Additional security may be deemed necessary by the Las Vegas Metropolitan Police Department.

RECOMMENDATION:
Approve Special Event Permit subject to approval of site, security and required event plans by the Director of Public Works

BACKUP DOCUMENTATION:
Map


FANTASTIK
N
492'
W Oakey Blvd
RV's Area
Truck
Truck
Circus Tent
130' round
Truck
Truck
Generator
Ticket Office
Animal Tent
588'
61 m
Date: 6/21/2012
2002
Scale: 84' = 1"
S Decatur Blvd
Google

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Tenth Supplemental Interlocal Contract LAS17D02 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend project completion date to June 30, 2013 for the construction of the Las Vegas Wash - Rancho Drive System (Carey Avenue/Lake Mead Boulevard Detention Basin to Peak Drive) (Elkhorn Road to Grand Teton Drive) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On February 14, 2002 the CCRFCD approved an Entity Advance Funding Interlocal Contract for construction associated with the Las Vegas Wash - Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive), and the supplemental interlocal contracts dated May 16, 2002, August 8, 2002, March 13, 2003, May 20, 2004, November 10, 2005, November 9, 2006, October 9, 2008, November 12, 2009, and October 13, 2011. This Tenth Supplemental Interlocal Contract will extend the project completion date from December 31, 2012 to June 30, 2013 to allow for the project closeout. The CCRFCD approved this contract at their December 13, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Tenth Supplemental Interlocal Contract LAS17D02

TENTH SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH – RANCHO DRIVE SYSTEM
(CAREY/LAKE MEAD DETENTION BASIN TO PEAK DRIVE)

THIS TENTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of December, 2012 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Structure Numbers LVPK 0000, LVRA 0000, LVRA 0012, LVRA 0066, LVSR 0210, LVSR 0221, LVSR 0223, LVSR 0263, LVSR 0273, LVSR 0295 and LVSR 0312, 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 February 14, 2002 and Supplemental Interlocal Contracts dated May 16, 2002, August 8, 2002, March 13, 2003, May 20, 2004, November 10, 2005, November 9, 2006, October 9, 2008, November 12, 2009 and October 13, 2011 were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2013. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated February 14, 2002, the First Supplemental Interlocal Contract dated May 16, 2002, the Second Supplemental Interlocal

Contract dated August 8, 2002, the Third Supplemental Interlocal Contract dated March 13, 2003, the Fourth Supplemental Interlocal Contract dated May 20, 2004, the Fifth Supplemental Interlocal Contract dated November 10, 2005, the Sixth Supplemental Interlocal Contract dated November 9, 2006, the Seventh Supplemental Interlocal Contract dated October 9, 2008, the Eight Supplemental Interlocal Contract dated November 12, 2009 and the Ninth Supplemental Interlocal Contract dated October 13, 2011 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Tenth 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 1/14/13
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

December 13, 2012

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 12/13/12
Christopher Figgins Date
Chief Deputy District Attorney

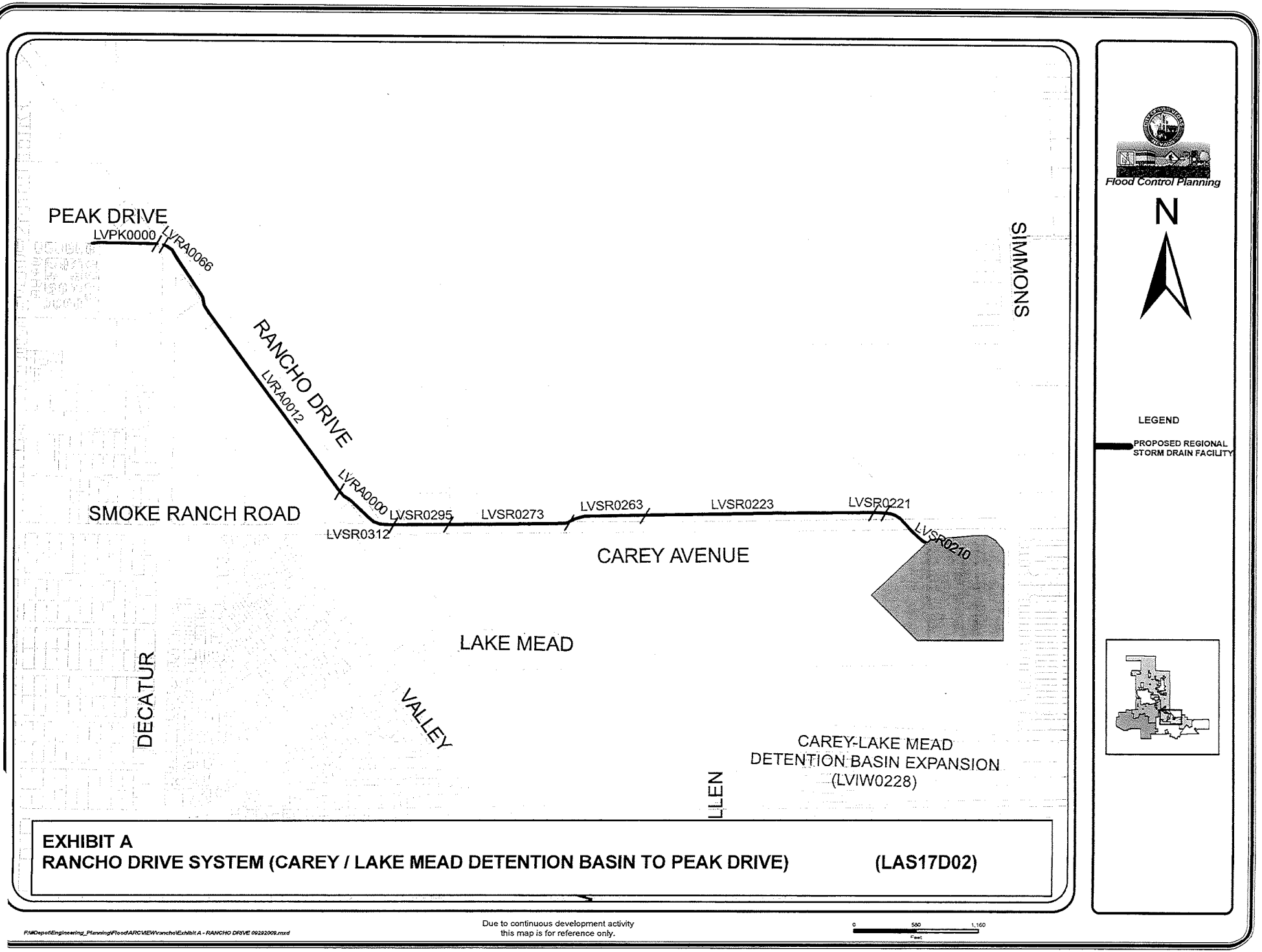


EXHIBIT A
RANCHO DRIVE SYSTEM (CAREY / LAKE MEAD DETENTION BASIN TO PEAK DRIVE) (LAS17D02)

P:\MDepot\Engineering_Planning\Flood\ARC\MEW\rancho\Exhibit A - RANCHO DRIVE 09292009.mxd

Due to continuous development activity
this map is for reference only.

0 580 1,160
Feet

LAS17D02

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS22M09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease project funding in the amount of $700,000 and extend project completion date to June 30, 2013 for the construction of the Las Vegas Wash - Rainbow Boulevard (Elkhorn Road to Grand Teton Drive) - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On June 11, 2009 the CCRFCD entered into an Interlocal Contract with the City to provide funding for construction associated with the Las Vegas Wash - Rainbow (Elkhorn Road to Grand Teton Drive). The First Supplemental Interlocal Contract dated January 14, 2010 decreased construction funding and extended the project completion date. This Second Supplemental Interlocal Contract will reduce funding in the amount of $700,000 and extend the project completion date to June 30, 2013 to allow for the project closeout. The CCRFCD approved this contract at their December 13, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS22M09

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

LAS VEGAS WASH – RAINBOW (ELKHORN ROAD TO GRAND TETON DRIVE)

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 18th day of December, 2012 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Structure Numbers LVMD 2525, LVMD 2550, LVMD 2574 and LVMD 2599 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 June 11, 2009 and First Supplemental Interlocal Contract dated January 14, 2010 were entered into between the DISTRICT and the CITY; and

WHEREAS, the City wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II – PROJECT COSTS, shall be revised to read as follows:

1. Construction Management at a cost not to exceed $470,890.

2. Construction at a cost not to exceed $7,386,200.

3. The total cost of the contract shall not exceed $7,857,090 which includes all the items described in the paragraphs above.

4. 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.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2013. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated June 11, 2009 and the First Supplemental Interlocal Contract dated January 14, 2010 shall remain unchanged.

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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 1/14/13
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

December 13, 2012

Regional Flood Control District

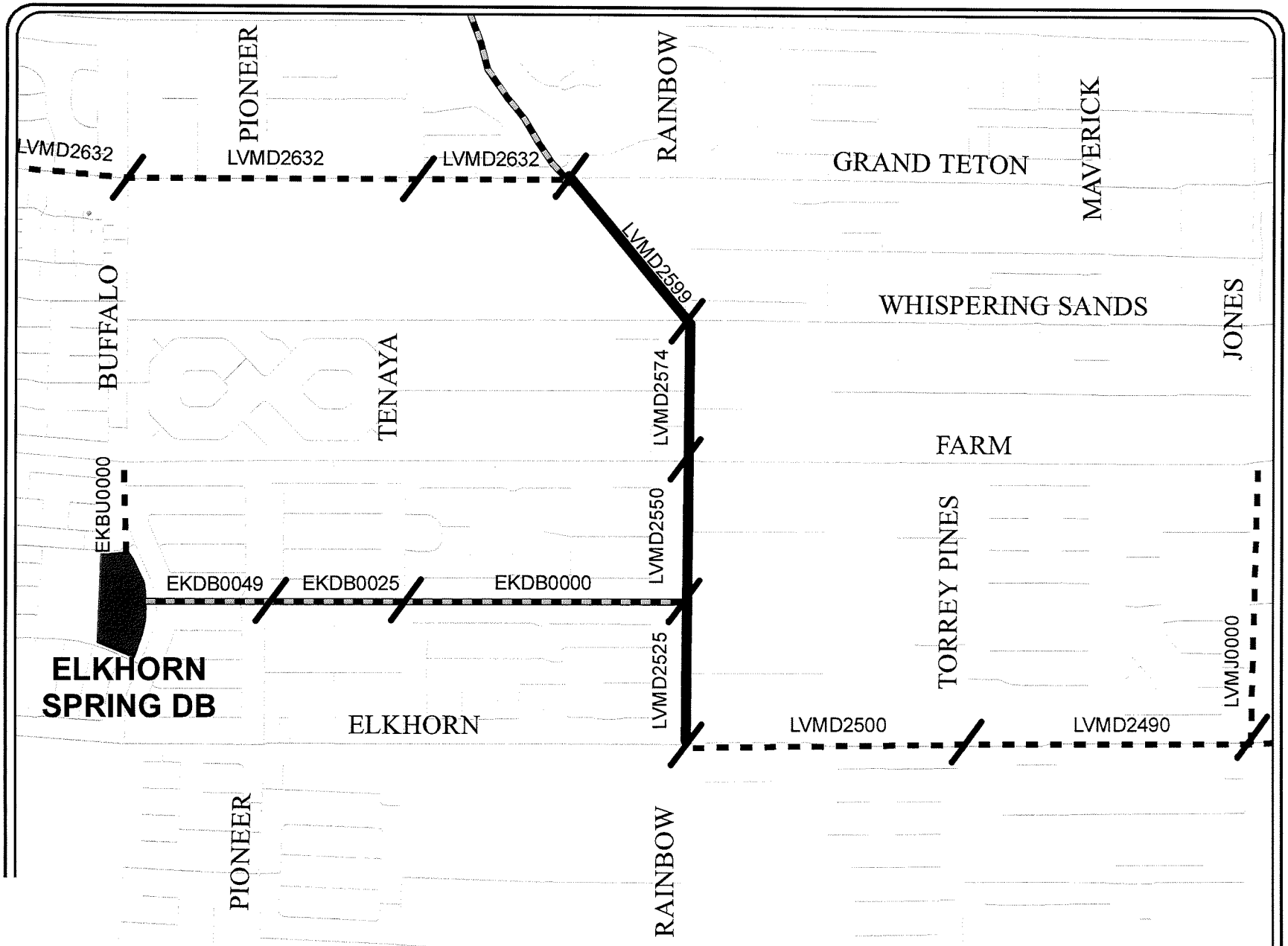
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 12/13/12
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

N

LEGEND

EXISTING CCRFCD FACILITY

FUTURE CCRFCD FACILITY

PROPOSED CCRFCD FACILITY

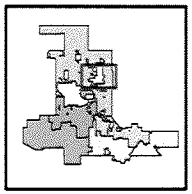


EXHIBIT A - LAS VEGAS WASH - RAINBOW (ELKHORN ROAD TO GRAND TETON DRIVE) LAS22M09 **OCT 08**

LAS22M09

Depot\Engineering_Planning\Flood\ARC\IEW\CCRFCD\Las Vegas Wash - Rainbow\Exhibit A - Las Vegas Wash - Rainbow (Elkhorn Road to Grand Teton Drive) LAS22M09

Due to continuous development activity this map is for reference only.

0 810 1,620
Feet

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Rule 9 Line Extension Agreement No. 12465 between the City of Las Vegas and Nevada Power Company d/b/a NV Energy to relocate or alter existing utility facilities for the modification of electrical service for the Emergency Operation Center (EOC) Site Security Enhancements and Logistical Support Facility service only project located at 7551 Sauer Drive - ($330 - Fire Services Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $330
Funding Source: Fire Services [CPF]
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
This Rule 9 Line Extension Agreement between the City of Las Vegas and NV Energy will allow NV Energy to relocate or alter existing utility facilities for the modification of electrical services for the EOC Site Security Enhancements and Logistical Support Facility service only project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement No. 12465

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 12465
PID: 3000241037
Date Prepared: 01/11/2013

This Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and City of Las Vegas-Public Works, a(n) NV Department of Public Works, ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has requested Utility to relocate or alter existing Utility facilities or has requested "**Service**" or a "**Line Extension,**" as defined in Rule 1, for the purpose of receiving electric service to its Development.

C. In accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules and this Agreement, Utility will relocate or alter Utility facilities, as requested by Applicant.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

1.1 Line Extension. In order to provide 35 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled CLV EOC SITE SECURITY, SERVICE ONLY and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$1,323.00**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$330.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$243.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$0.00** and a taxable, non-refundable cost of **$243.00**. If the Estimated CIAC is greater than $20,000, it is subject to Cost True-up.

(B) Advance Subject to Refund. An Advance Subject to Refund in the amount of **$0.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 and any Commission Order in the amount of **$0.00**.

(C) Tax Effect. The estimated Tax Effect is:

(1) Advance Subject to Refund. A Tax Effect relating to the Advance Subject to Refund in the amount of **$0.00**. This Tax Effect is subject to refund.

(2) CIAC. A Tax Effect relating to CIAC in the amount of **$41.00**. This Tax Effect is subject to adjustment in connection with a Cost True-Up.

(3) Non-Cash Contributions. A Tax Effect relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12 (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **$46.00**. This Tax Effect is not subject to refund.

1.4 Estimated Line Extension Project Allowance and Initial Allowance. The estimated Allowance for the Line Extension Project on the Effective Date is **$1,620.00** ("**Estimated Line Extension Project Allowance**"). Applicant's Initial Allowance is **$1,080.00**. A worksheet supporting the Estimated Line Extension Project Allowance and the Initial Allowance is attached as Exhibit C.

1.5 Payment; Purchase Order. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility – or deliver a purchase order to Utility in the amount of **$330.00**. When calculating this amount, Utility applied the Initial Allowance and, if applicable, a credit for the Utility Betterment.

1.6 Related Projects and Contracts

(A) Related Projects. If any project to which this Line Extension Project will connect is not constructed and/or energized, such as those identified in this Subsection, Utility will not perform under this Agreement until after the Parties, in accordance with Section 13.8, revise this Agreement to incorporate changes to the Design and the Costs:

Project No.	Initiated	Title

(B) Proportionate Share Contracts. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay Proportionate Share Costs:

Project Id.	Contract No.	Dated	Expiration	Title

(C) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

Project Id.	Contract No.	Dated	Expiration	Title

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. The design for the Line Extension Project and Betterments, if any, is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. The Parties may revise the Design by amending this Agreement in accordance with Section 13.8.

2.2 Condition to Providing Service. Utility does not have an obligation to provide Service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's expense and to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development even though conflicts remain, Applicant is responsible for all Costs to resolve those conflicts to Utility's satisfaction and Applicant must (at its Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date, if any.

2.4 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service (as defined in Rule 1) before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other customers.

2.5 Line Extension Project Completion. The Line Extension Project is complete after (A) Utility receives all Property Rights in accordance with this Agreement, (B) the Parties complete the Adjustments and (C) if applicable, Utility energized the Line Extension Project to provide Service to the Development.

3. Line Extension Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit B. The estimated Line Extension Project Costs are identified on Exhibit B.

3.2 Utility and Applicant Betterments.

(A) Estimated Expense of Utility Betterment. The estimated expense for the Utility Betterment is, and Utility will credit and/or pay Applicant, **$0.00** ("**Betterment Expense**") unless Utility sends Applicant a Stop Work Notice. Utility will credit Applicant **$0.00** and, after Applicant delivers the lien releases required by Subsection (E) below, pay Applicant **$0.00**.

(B) Obligation to Install Utility Betterment. If the Design identifies a Utility Betterment, Applicant must install those facilities when it performs its work in connection with the Line Extension Project.

(C) Utility Betterment Scope of Work. Applicant must perform (or cause to be performed) the following in association with the Utility Betterment: _____.

(D) Utility's Option to Stop or Terminate Work on Utility Betterment. At any time, Utility may notify Applicant to terminate work on the Utility Betterment ("**Stop Work Notice**"). If Applicant receives a Stop Work Notice, Applicant must stop working on the Utility Betterment immediately and take action to mitigate expenses. Within 30 days after terminating work, Applicant must submit a final invoice to Utility for work performed through the termination date on the Utility Betterment. Notwithstanding Section 3.2(A), if Utility issues a Stop Work Notice, Utility is only responsible for Applicant's actual expenses for the Utility Betterment (up to the amount of the Betterment Expense). If, after receiving a Stop Work Notice, Applicant's actual expenses are less than the Betterment Expense, Utility (in its discretion and notwithstanding Section 13.8) may revise Section 1 and Exhibit B and invoice Applicant.

(E) Release of Lien or Claim for Utility Betterment. Utility cannot accept any facilities constructed and equipment installed by Applicant, including the Utility Betterment, and will not energize Applicant's Line Extension Project until after Applicant furnishes to Utility a complete release of any lien or claim.

(F) Ownership of Betterment. The design identifies any Utility Betterment and any Applicant Betterment. All Betterments installed by Applicant and Utility under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance.

(G) Guarantee. The Section 7 guarantees also apply to any Betterment.

3.3 Limitation on Refunds. The Advance Subject to Refund is the maximum possible refund that Applicant may receive. The actual refund is limited by Applicant's eligible Excess Allowance and Proportionate Share Refunds and consequently Applicant might not receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to Applicant's Line Extension Project, the refund may range from $0 to the balance of the Advance Subject to Refund. The total of all refunds must not exceed the Advance Subject to Refund. Notwithstanding Section 13.2 and in accordance with Rule 9, Section A.14, Applicant may only assign its right to receive a refund by signing and delivering to Utility a properly executed assignment in a form acceptable to Utility.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable.

3.5 Performance of Allowance True-Up. In its discretion and at any time, Utility may perform an Allowance True-Up. However, if on the Effective Date the Initial Allowance is less than the Estimated Line Extension Project Allowance, Utility will perform an Allowance True-Up 18 months after the Effective Date and calculate any Excess Allowance in accordance with the Allowance True-Up.

3.6 Performance of Cost True-Up. In its discretion and no later than five (5) years after the In-Service Date, Utility may perform a Cost True-Up. If the Estimated CIAC is greater than $20,000, Utility will perform a Cost True-Up after all Costs have been recorded.

3.7 Return of Overpayments and Invoices Associated with Accounting Adjustments. If Utility performs the accounting adjustments in Section 3.5 or Section 3.6, Utility will either invoice Applicant or return any overpayment to Applicant. If Utility does not

perform an Allowance True-up and/or a Cost True-Up, Applicant is only responsible for the Costs identified on Exhibit B and as otherwise invoiced by Utility.

3.8 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

3.9 Multiple Applicants. [RESERVED]

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**").

(A) Increased Costs: Other Projects. If one or more of the projects identified in Section 1.6(A) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide Service to the Development or increases the Cost to serve the Development, the Parties might have to revise the Design and Applicant is responsible for the increased Cost to serve the Development.

(B) Increased Costs: Applicant Delay in Completing Construction. If, within 18 months after the Effective Date, Applicant does not complete construction of the Line Extension Project, Utility may re-estimate and either terminate this Agreement or, notwithstanding Section 13.8, amend Exhibit B. Applicant must pay the invoice in accordance with Section 4.5.

(C) Purchase Order. If Utility agreed to accept a purchase order from Applicant for the amount identified in Section 1.5, Utility will invoice Applicant's Cost Responsibility against that purchase order. Applicant acknowledges that these invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might result in a delay in completion of the Line Extension Project.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in Exhibit B and those identified subsequently under Section 4.1(A), Section 4.1(B) or Section 4.5.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on Exhibit A, perform work associated with these improvements, and comply with and perform in accordance with all Permits, Laws, Utility Standards, the Tariff Schedules and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and

substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide Service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain real property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 60 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 3000241037 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide Service to Applicant, until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Line Extension Project.

4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities, and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities and equipment installed by Applicant, Applicant must:

(A) Allow Utility to inspect the construction or installation of the facilities and equipment.

(B) Maintain, repair, and (as Utility deems necessary) replace those facilities and equipment until Utility's Acceptance, in addition to providing the guarantees in Section 7. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense) must replace the damaged conduit.

4.9 Reduction of Service or Termination Charges; Security. Within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25 and/or provide security (such as cash or a letter of credit) in a form acceptable to Utility for the Allowance or any other credit Applicant receives if Applicant (A) fails to complete the Development, (B) becomes less creditworthy and is at risk of not taking permanent service, as determined by Utility in its discretion, (C) terminates Service to the Development, or (D) significantly curtails or reduces Service to the Development during the depreciable life of the facilities installed under this Agreement, as determined by Utility in its discretion.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for

commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Right to Set Off

5.1 Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

5.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:

(A) The amount to remedy any defects and repair any damage in accordance with Section 7.2;

(B) The amount to discharge any lien filed or that could be filed in relation to the work performed and material and equipment installed by Applicant under this Agreement;

(C) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;

(D) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.4(B); and

(E) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.4(C).

5.3 Other Rights and Remedies; Survival. If Utility sets off any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

6. Property Rights; Ownership and Lien Release(s)

6.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights.

6.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Utility Betterment, under this Agreement

are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Upon Utility's written request, Applicant will sign and deliver a Bill of Sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the facilities and equipment to Utility and certifies that the facilities and equipment are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant, and the Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

6.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the work performed and material and equipment installed.

7. Guarantees

7.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following the In-Service Date. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.

7.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 7.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 60 days of receiving an invoice from Utility.

7.3 Modification or Relocation of Electric Facilities. If Applicant requests that Utility install electric facilities before establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

8. Default

8.1 Procedure. If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

9. Confidentiality

9.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

9.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

9.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to.

(A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and

(B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.

9.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

9.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section.

9.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as

practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

10. Force Majeure

10.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay. Regardless of the cause, Applicant's failure or inability to pay some or all of the Costs is not a Force Majeure event.

10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

10.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

10.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice to Applicant.

10.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 15.2 of the Agreement.

11. Representations

11.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

11.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the

performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

12. Precedence

12.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. Notwithstanding Section 13.8, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

12.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

13. Miscellaneous Provisions

13.1 Insurance. Applicant must require that the contractor and subcontractors performing work in connection with this Agreement to procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the work. If Applicant performs any work in connection with this Agreement, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

13.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and, in Utility's discretion, provides security in a form acceptable to Utility (such as cash or a letter of credit) for the Allowance or any other credit Applicant receives.

13.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

13.4 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

13.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

13.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

13.7 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

13.8 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

13.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

13.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

13.11 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

13.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.

13.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion

or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13.14 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

13.15 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

13.16 Joint and Several Liability. [RESERVED]

14. Term and Termination

14.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds, returns of overpayments, or moneys after the termination of this Agreement.

14.2 Surviving Obligations. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 4.3;

(B) Obligations under Section 4.4;

(C) Obligations under Section 4.7;

(D) Payment of reduction of service or termination charges or providing security in accordance with Section 4.9;

(E) Obligations under Section 6;

(F) Obligations under Section 7;

(G) Obligations under Section 9;

(H) Obligations that arise under Section 13.1; and

(I) Payment of all Costs, whether incurred before or after default, expiration or termination or excuse of performance, and payment of all Costs that result from termination or excuse of performance.

The provisions of Section 3.8, Section 4.5, Section 4.6, Section 13.16 and Section 15 continue to apply to this Section.

15. Notices

15.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
Kirksey, David
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: 702/402-6707
Fax No.: _____
Email Address: DKirksey@nvenergy.com

Applicant:
City of Las Vegas-Public Works
Sam Tolman
Physical Address: 333 N. Rancho Dr., 9th Floor, Las Vegas, NV 89101
Mailing Address: not applicable
Telephone No.: 702-229-2091
Fax No.: 702-464-2560
Email Address: stolman@lasvegasnevada.gov

15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

15.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

16.2 Adjustment: Any addition to, alteration, relocation or removal of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation Betterments.

16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.

16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.

16.5 Allowance: The amount that, in accordance with Rule 9, Section B.3, reduces the Advance through a credit and possibly a refund.

16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets/units or Applicant's actual Demand and compares this recalculated Allowance to the Initial Allowance.

16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route that Utility deems suitable.

16.8 Commission: Public Utilities Commission of Nevada.

16.9 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by the Allowance (other than as specified in Rule 9, Section A.6), and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); Proportionate Share Costs; amount(s) the Commission orders Applicant to pay; appraisals; compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.

16.12 Demand: Applicant's highest energy consumption recorded within a given period of time after the In-Service Date.

16.13 Development: Applicant's project on the Property for which Applicant has requested Service from Utility which might include new Service and/or the relocation or alteration of existing Utility facilities. Utility will assign a project identification number ("**PID**") to this project.

16.14 Effective Date: The date this Agreement is last signed below.

16.15 Excess Allowance: If Utility performs an Allowance True-Up, the amount Utility will remit to Applicant if the recalculated Allowance is greater than the Initial Allowance (subject to Section 3.3, Limitation on Refunds).

16.16 Force Majeure: An event or condition that is beyond the affected Party's control and occurs without the fault or negligence of the affected Party. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

16.17 Initial Allowance: The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.

16.18 In-Service Date: The date on which Utility energizes the Line Extension Project to provide Service to the Development.

16.19 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

16.20 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide Service to the Development, as shown on Exhibit A.

16.21 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

16.22 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 15.1.

16.23 Property: The premises owned or controlled by Applicant commonly known as CHEYENNE AVE & BUFFALO DR. and further described as being within 13815201002.

16.24 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

16.25 Proportionate Share Costs: The amount(s) Applicant must pay in accordance with Rule 9, Section A.16.

16.26 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, in accordance with Rule 9, Section A.16.

16.27 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

16.28 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

16.29 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date.

16.30 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date the Agreement was prepared, which is 01/11/2013.

16.31 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

[signature page to follow]

NVEnergy.

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 12465
PID: 3000241037
Date Prepared: 01/11/2013

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: Mike Simmons

Title: Supervisor

Date: 1-15-13

APPLICANT:

City of Las Vegas Capitol Projects

By: _____

Printed Name: _____

Title: _____

Date: _____

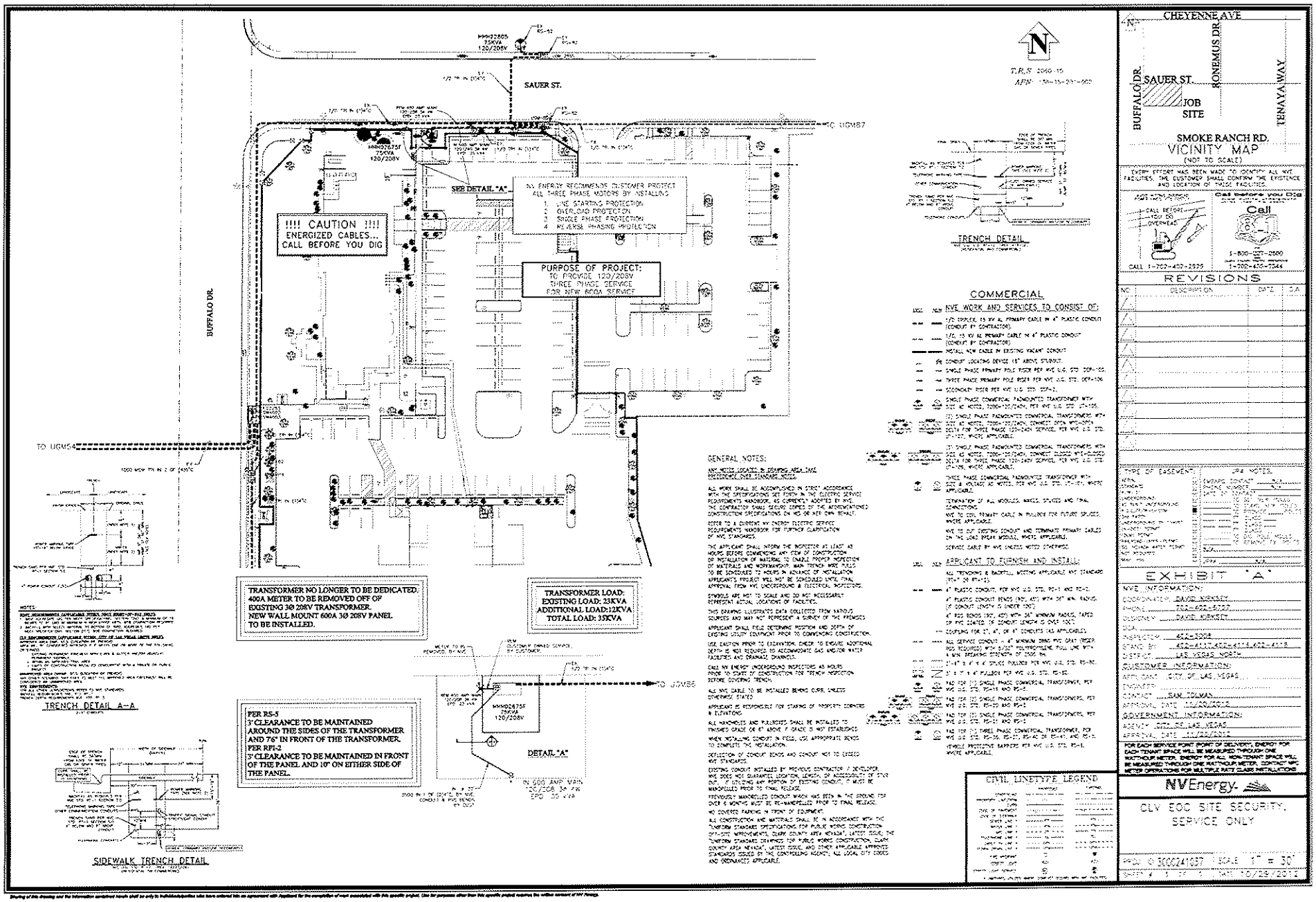
Approved as to form

_____ 1/28/13
John S. Ridilla Date
Deputy City Attorney

Exhibit A

Design

[Attached]



GENERAL NOTES:

ANY NOTES LOCATED IN DRAWING AREA TAKE PRECEDENCE OVER STANDARD NOTES

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

REFER TO A CURRENT NV ENERGY ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVE STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY PHASE OF CONSTRUCTION FOR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. MAIN TRENCH WORK FAILS TO BE SCHEDULED TO INSPECTION IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NVE UNDERGROUND & ELECTRICAL INSPECTORS.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITY EQUIPMENT PRIOR TO COMMENCING CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CHANNELS.

CALL NV ENERGY UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR "TRENCH INSPECTION BEFORE COVERING" TRENCH.

ALL NVE CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN FILL, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVE STANDARDS.

EXISTING CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NVE DOES NOT GUARANTEE LOCATION, LENGTH OR ACCESSIBILITY OF SUCH DUCT. UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANDRELLED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANDRELLED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANDRELLED PRIOR TO FINAL RELEASE.

NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA NEVADA", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY, ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

COMMERCIAL

LEGEND		NVE WORK AND SERVICES TO CONSIST OF:
	NEW	
▬▬	▬▬	1/0 DUPLEX, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR)
▬ ▬	▬ ▬	1/0, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR)
▬▬	▬▬	INSTALL NEW CABLE IN EXISTING VACANT CONDUIT
		CONDUIT LOCATING DEVICE (6" ABOVE CONDUIT)
		SINGLE PHASE PRIMARY POLE RISER PER NVE U.G. STD. 209-105
		THREE PHASE PRIMARY POLE RISER PER NVE U.G. STD. 209-106
		SECONDARY RISER PER NVE U.G. STD. 209-1
		SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH 277/480 VOLTAGE AS NOTED, 209-150 (SOLID), PER NVE U.G. STD. 209-155.
		(2) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH 277/480 VOLTAGE AS NOTED, 209-150 (SOLID), CONNECT OPEN WYE-OPEN DELTA FOR THREE PHASE 120/240V SERVICE, PER NVE U.G. STD. 209-155, WHERE APPLICABLE.
		(3) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH 277/480 VOLTAGE AS NOTED, 209-150 (SOLID), CONNECT CLOSED WYE-CLOSED DELTA FOR THREE PHASE 120/240V SERVICE, PER NVE U.G. STD. 209-155, WHERE APPLICABLE.
		THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH 277/480 VOLTAGE AS NOTED, PER NVE U.G. STD. 209-160, WHERE APPLICABLE.
		TERMINATION OF ALL MODULES, RISERS, SPLICES AND FINAL CONNECTIONS
		NVE TO COIL PRIMARY CABLE IN PULLBOX FOR FUTURE SPLICES, WHERE APPLICABLE.
		NVE TO CUT EXISTING CONDUIT AND TERMINATE PRIMARY CABLES ON NVE LOAD BREAK MODULE, WHERE APPLICABLE.
		SERVICE CABLE BY NVE UNLESS NOTED OTHERWISE.

LEGEND		APPLICANT TO FURNISH AND INSTALL:
		ALL TRENCHING & BACKFILL INCLUDING APPLICABLE NVE STANDARD (TYP. OF RTI-1).
		4" PLASTIC CONDUIT, PER NVE U.G. STD. 209-1 AND 209-2.
		4" PLASTIC CONDUIT BENDS (90°, 48") WITH 36" MIN. RADIUS (IF CONDUIT LENGTH IS UNDER 100').
		4" RED BENDS (90°, 48") WITH 36" MINIMUM RADIUS, RATED OF PVC SCHEDULE 40 (IF CONDUIT LENGTH IS OVER 100').
		COUPLING FOR 2", 4", OR 6" CONDUITS (AS APPLICABLE).
		ALL SERVICE CONDUIT > 4" MINIMUM SCH40 PVC (RAT. TRACER WIRE REQUIRED) WITH 2-WAY POLYPROPYLENE PULL LINE WITH A MIN. BREAKING STRN. OF 2500 lbs.
		3' x 3' x 4' x 4" SPLICE PULLBOX PER NVE U.G. STD. 209-190.
		3' x 3' x 4' PULLBOX PER NVE U.G. STD. 209-180.
		PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. 209-171 AND 209-6.
		PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. 209-171 AND 209-6.
		PAD FOR (3) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. 209-171 AND 209-6.
		PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. 209-36, 209-37, 209-40 OR 209-41, AND 209-6.
		VEHICLE PROTECTIVE BARRIERS PER NVE U.G. STD. 209-6, WHERE APPLICABLE.

CIVIL LINETYPE LEGEND

PROPERTY LINE		
CENTER LINE		
CURB & GUTTER		
EDGE OF PAVEMENT		
SIDEWALK		
CURB RAMP		
CONCRETE		
ASPHALT		
CONCRETE SAWCUT		
CONCRETE REMOVAL		
ASPHALT REMOVAL		
CONCRETE SAWCUT & REMOVAL		
CONCRETE SAWCUT & ASPHALT REMOVAL		
CONCRETE SAWCUT & ASPHALT REMOVAL & CONCRETE REMOVAL		
CONCRETE SAWCUT & ASPHALT REMOVAL & CONCRETE REMOVAL & ASPHALT REMOVAL		
FIRE HYDRANT		
CITY OF LAS VEGAS STREET LIGHT		
COUNTY LIGHT		
TRAFFIC SIGNAL		

REVISIONS

NO.	DESCRIPTION	DATE	BY

TYPE OF EASEMENT

NEW	
CHANGE	
P.U.E.	
DEDICATION	
P.U.E. / LANDSCAPING	
P.U.E. / SIDEWALK	
P.U.E. / DRAINAGE	
SIDEWALK	
LANDSCAPING	
DRAINAGE	
P.U.E. / SIDEWALK / DRAINAGE	
P.U.E. / LANDSCAPING / DRAINAGE	
NO EASEMENT	
NO FILL	

APN NOTES:

ENTIRE PARCEL	ALL
PARTIAL PARCEL	
DATE OF SURVEY	
SURVEYOR	
COMPANY	
ADDRESS	
CITY, STATE, ZIP	
PHONE	
FAX	
NEW APN(S)	
ORIGINAL APN	
NEW APN(S)	
ORIGINAL APN	
NEW APN(S)	
ORIGINAL APN

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 12465
PID: 3000241037
Date Prepared: 01/11/2013

Exhibit B

Cost Worksheet

[Attached]

Cost Worksheet ("Exhibit – B")

NVEnergy

Project ID :	3000241037	**Project Title :**	CLV EOC SITE SECURITY, SERVICE ONLY
Units :	1	**kVA :**	35
Contract Type :	LEA	**NVEnergy Contact :**	David Kirksey
Estimate Version :	2	**Estimate Request Number :**	21915

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	1,026.00	1,026.00	1,026.00	0.00
Material & Overhead	297.00	297.00	297.00	0.00
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permit & Voucher	0.00	0.00	0.00	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Contingency Cost	0.00	0.00	0.00	0.00
Total Amount	1,323.00	1,323.00	1,323.00	0.00

Advance Calculation

Refundable

Applicant Cost Subject to Refund	0.00
Proportionate Share	0.00
Proportionate Share Waived	0.00
Refund Subject to Allowance & Excess Salvage	0.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00
Current Allowance	1,080.00
Total Applicant Refundable Cost After applying salvage	0.00

Non-Refundable

A

Applicant Non-Refundable Cost	0.00

(Subject to Salvage Credit & Not Subject to Excess Allowance)

Salvage Credit to be applied	
Excess Salvage Credit to be applied from B	0.00
Applicant Non-Refundable Cost	0.00

(Not Subject to Excess Allowance After applying Salvage Credit)

B

Applicant Non-Refundable Cost	1,323.00

(Subject to Salvage Credit & Excess Allowance)

Salvage Credit to be applied	
Excess Salvage Credit to be applied from A	0.00
Applicant Non-Refundable Cost	1,323.00

(Subject to Excess Allowance After applying Salvage Credit)

Excess Allowance	1,080.00
Applicant Non-Refundable	243.00

(After applying Excess Allowance and Salvage Credit)

Total Non-Refundable	243.00

Cost Worksheet ("Exhibit – B")

NVEnergy.

Removal of Existing Facilities	0.00
Total Taxable Non-Refundable Cost	243.00
Total Non-Taxable Non-Refundable Cost	0.00

Advance Summary

Advance Subject to Refund		Current Tax Rate	16.7000
Non-Taxable Advance	0.00	Total Non-Taxable	0.00
Taxable Advance	0.00	Total Taxable (Less Tax)	243.00
Tax	0.00	Total Tax	87.00
Total Advance Subject to Refund	0.00	Total Contract Amount (subject to credits)	330.00

Non-Refundable Advance	
Non-Taxable Advance	0.00
Taxable Advance	243.00
Tax	41.00
Substructures Tax	46.00
Total Non-Refundable Advance	330.00
Total Contract Amount (subject to credits)	330.00
Applicant Installed Conduit Credit	0.00
Applicant Installed Oversized Facilities Credit	0.00
Applicant Installed Facilities Credit	0.00
Applicant Installed Service Reimbursement Credit	0.00
Total Applicant Credits	0.00
Utility Betterment Expenses	
Retention Percentage	0.00
Applicant Credit	0.00
Retention Amount	0.00
Design Advance	
Total Applicant Advance/Credit	330.00

Exhibit C

Allowance Worksheet

[Attached]

Allowance Worksheet ("Exhibit - C")

NVEnergy.

Project ID : 3000241037 **Project Title :** CLV EOC SITE SECURITY, SERVICE ONLY **Short Life Years :** N/A

Total Proposed Allowance $ 1,620.00

Initial Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA		Build out Factor		Allowance Mtr/Unit/kVA		Allowance Multiplier unit/meter/kVA		Short Life Adjustment		Initial Allowance
Yes	LGS-1		23.00	kVA	X	65.22%	=	15.00	X	$ 135.00	X	N/A	=	$ -2,025.00
No	LGS-1		35.00	kVA	X	65.71%	=	23.00	X	$ 135.00	X	N/A	=	$ 3,105.00
												Total Initial Allowance		$ 1,080.00

Remaining Project Allowance $ 540.00

Potential Future Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA		Build out Factor		Allowance Mtr/Unit/kVA		Allowance Multiplier unit/meter/kVA		Short Life Adjustment		Potential Future Allowance
Yes	LGS-1		23.00	kVA	X	34.78%	=	8.00	X	$ 135.00	X	N/A	=	$ -1,080.00
No	LGS-1		35.00	kVA	X	34.29%	=	12.00	X	$ 135.00	X	N/A	=	$ 1,620.00
												Total Potential Future Allowance		$ 540.00

Allowance Worksheet ("Exhibit - C")

NVEnergy.

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the completion of construction of the ine extension facilities. Initial Allowance = ELEPA x Build-Out Factor

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.

Exhibit D-1

Insurance Coverages

(Applicant's Contractors and Subcontractors)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing any work in connection with this Agreement to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars ($1,000,000.00) per occurrence for comprehensive general liability, one million dollars ($1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars ($500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit D-2

Insurance Coverages

(Applicant)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars ($1,000,000.00) per occurrence for comprehensive general liability, one million dollars ($1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars ($500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
ADMINISTRATIVE:

Report on status of the Department of Parks, Recreation and Neighborhood Services - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Department of Parks, Recreation and Neighborhood Services provides recreation, education, neighborhood resources and human services to residents, visitors and businesses so they can enjoy a higher quality of life that promotes healthy lifestyles, engaged citizens and sustainable neighborhoods.

RECOMMENDATION:
Report only; no action required

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the City of Las Vegas Arts Commission Municipal Arts Plan (MAP) for FY 2013 -2014 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas Municipal Code Chapter 2.34 provides the City of Las Vegas Arts Commission shall submit a Municipal Arts Plan to City Council for approval no later than February of each year. The plan was approved by the Arts Commission on December 20, 2012.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Municipal Arts Plan FY 2013-2014

City of Las Vegas Arts Commission

Municipal Art Plan FY 2013 – 2014

Proposed works of art for capital improvement projects, sites and locations not in conjunction with capital improvement projects, progress reports and completion plans regarding the design, selection, acquisition, fabrication and installation of uncompleted works of art and requested funding from the Arts Fund and Municipal Arts Fund respectively for proposed and on-going works of art.

Project	***Municipal Arts Fund*** *(Percent for the Arts Fund)*	***Completion Status***	***Council Ward***
1. Neon Gateway Downtown Transportation Enhancements Design Concept by Colab Design Team	$45,000 Design fee	Design concepts completed September 2012.	Ward 5 Barlow
2. CLV Development Services Center Atrium Artwork Sculpture by Cy Bown	$3,000 Design proposal fees for 3 artists finalists $27,000 Sculpture design and fabrication fee for selected artist Cyd Bown	Project undergoing fabrication; sculpture to be installed May 2013.	Ward 5 Barlow
3. New Westside School Rehabilitation Project Artist designed gates (pending approvals and funding)	$25,000 for artist design and fabrication	Project undergoing development	Ward 5 Barlow

Project	*Arts Fund*	*Completion Status*	*Council Ward*
4. Artwork for the New City Hall	$78,500 Zak Ostrowski $60,188,87 Sean Russell (Forest City Funds)	Project completed January 2012	All Wards
5. Purchase of architectural photography of downtown for display in the New City Hall	$50,000 Purchase budget (not to exceed) (Forest City Funds)	Purchase program to be completed by June 2013	All Wards
6. First Street Art Trail Streetscape Improvements: o Aerial Gallery banners o Art display for City Hall display windows o Artist enhanced bike racks o Free-standing sculpture for Coolidge and First o "Sculpture Garden" in selected planters o Art Geocaching Project o Artist designed trailheads	***General Fund*** $150,000 (Public Works) $9,000 (LVAC)	4th quarter 2013	Ward 3 Coffin

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
ABEYANCE ITEM - Discussion for possible action regarding the award of Contract No. 120188-GL, Single and Multispace Parking Meters located in the Medical District bounded by Charleston Boulevard on the south, Shadow Lane on the east, Pinto Lane on the north and Rancho Drive on the west and in Downtown bounded by Colorado Avenue on the south, Tenth Street on the east, Washington Avenue on the north and Main Street on the west - Department of Economic and Urban Development - Award recommended to: PARKEON ($1,418,055 - Municipal Parking Enterprise Fund) - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow) [NOTE: This item was originally heard as a consent item at the January 23, 2013 City Council Meeting]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,418,055
Funding Source: Parking EF
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
This request provides for the purchase and installation of multispace parking meters and associated software, with ongoing support and maintenance in the estimated annual amount of $165,000. PARKEON was selected through a competitive Request for Proposals process and is located in Moorestown, New Jersey. This item was held in abeyance from the January 23, 2013 City Council meeting.

PCC: G. Leaf
POC: Bill Smith - (856) 234-8000, ext. 246

RECOMMENDATION:
That City Council approve award of Contract No. 120188-GL, Single and Multispace Parking Meters to PARKEON in the amount of $1,418,055 and ongoing support and maintenance in the estimated annual amount of $165,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No.120188-GL
2. PowerPoint Presentation by Staff at the 1/23/2013 City Council Meeting

CONTRACT FOR SINGLE AND MULTISPACE PARKING METERS

THIS CONTRACT is being entered into this _____ day of _____, 2013, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Parkeon (hereinafter the "Company") having its principal office located at 40 Twosome Drive, Suite 7, Moorestown, NJ 08057.

SECTION A – Contract Form

The subject matter of this Contract is parking meters, installation and service.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

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

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

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

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

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is firm-fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts:

Item No.	Description	Quantity		Unit Price	Amount
001	Strada Rapide Model (City of Las Vegas Unit)	233	@	$5,695.00	$1,326,935.00
002	T-Pal Color Display Kit	75	@	$1,200.00	$ 90,000.00
003	Strada Rapide A/C Main Power Kit	4	@	$ 280.00	$ 1,120.00
	TOTAL INITIAL PURCHASE				**$1,418,055.00**

B-4 Invoices [CAO-5/2/12]

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

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item against which charges are made; and
(iv) performance dates covered.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) with the following items:

(i) receipts for Reimbursable Expenses/Travel Expenses associated with the invoice; and
(ii) copy of the applicable Deliverable associated with the invoice.

B-5 Performance Period/Delivery Schedule

The performance period commences from the Award Date and continue for a period of one calendar year, unless extended through mutual agreement by both parties. The City shall have the option to extend the contract, with up to two (2) one-year option periods for renewal.

(a) The Company shall provide services in accordance with the following delivery schedule:

233 units to be delivered within 60 days upon receipt of City Council approval and approved purchase order.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the products and services to accomplish the purchase, installation and acceptance of Multispace parking meters.

(a) Scope of Meter Installation. The City of Las Vegas will determine the location of each meter and will prepare the ground for each meter with either a flush mount template or anchor base provided by Parkeon. Parkeon will install the meters in the specified locations and activate the meters, verifying proper functionality prior to acceptance by the City.

(b) System Configuration. Both the parking meters and MyParkfolio shall be configured prior to activation of the meter system. This configuration includes, but is not limited to, rates and hours, user interfaces for both meters and MyParkfolio, integration with the city's credit card processor and any other necessary features.

(c) Training. Meter technicians and any other personnel designated by the City shall be trained to handle the maintenance and operation of the parking meters to the extent that routine maintenance, collections, inoperability and receipt paper replacement can be performed by City staff.

Parking enforcement officers and any other personnel designated by the City shall be trained to handle all enforcement, both via handheld device and directly from each meter.

Parking administration and any other personnel designated by the City shall be trained on MyParkfolio software so that they will be able to fully utilize all features of the software.

(d) Technical Support. Technical support for both meters and MyParkfolio shall be available, at a minimum, Monday – Friday from 8:00 a.m. to 8:00 p.m. Eastern Standard time.

C-2 Deliverables

The Company shall provide the following deliverables:

(a) Receipt and acceptance of Web Based Pay By Space Enforcement Interface with required credentials to be accessed via the internet using a customer supplied Web enabled device or PDA;

(b) Meter Installation and acceptance;

(c) Access and acceptance of MyParkfolio; and

(d) Training to run concurrently with installation.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

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

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, Third Floor
495 South Main Street
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Parkeon
Lionel Deperrois
40 Twosome Drive, Suite 7
Moorestown, NJ 08057
Telephone: (856) 234-8000

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

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

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Brandy Stanley as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates William Johannsen as the Project Manager for this Contract. The Company will provide written notice to the City should there be a subsequent Project Manager change. The Project Manager will be the City's principal point of contact at the Company regarding any matters relating to this Contract, will provide all general direction to the City regarding Contract performance, and will provide guidance regarding the Company's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

D-3 Warranty – Services [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

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

SECTION E – General Clauses

E-1 Disputes [CAO-5/2/12]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

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

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

E-2 Notice of Delay [CAO-7/24/08]

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

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

E-3 Termination for Convenience [CAO-5/2/12]

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

E-4 Termination for Default [CAO-5/2/12]

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

  (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

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

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

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

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

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

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

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

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

E-5 Insurance [CAO-5/2/12]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. Sole Proprietorships must execute the Affidavit of Rejection of Coverage for Workers' Compensation, Attachment 2 in lieu of providing said insurance.

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

(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 Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply.

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

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

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

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

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, 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 Company or charge the replacement insurance costs back to the Company.

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

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

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

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

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

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

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

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

E-9 Taxes/Compliance with Laws [CAO-5/2/12]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-5/2/12]

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

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

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

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

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

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

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

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

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

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

E-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Public Records [CAO-5/2/12]

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

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

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

E-20 Limitation of Funding [CAO-7/24/08]

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

E-21 Changes – Fixed-Price Goods [CAO-7/24/08]

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

  (i) Description of Goods to be provided

  (ii) Time of delivery

  (iii) Place of delivery

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

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

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

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

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

E-22 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Strada Rapide Model Configuration	01/3/13	2
Attachment 2	Strada Rapide Configuration Picture	01/3/13	1

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO
Manager, Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 1-9-13

Deputy City Attorney Date

Company

Name, Title

"Company"

Strada Rapide Pay by Space Station

Strada Rapide Model (City of Las Vegas configuration) **$5,695.00/each**

Included Hardware:

- Magic Blue Color
- Standard Solar Recharged Battery Power Supply
- Credit card/ISO 7816 Smart card dual-purpose reader
- Thermal graphic printer with self-sharpening receipt cutting blade
- Coin Selector/Escrow Mechanism
- 3G Cellular modem and antenna kit **(See Note #1)**
- Gray scale LCD display; capable of 6 lines of text & character language display
- Extended Pay by Space Payment Keyboard
- High-security mechanical lock for maintenance compartment
- Electronic lock for collection compartment
- Superior anti-graffiti housing
- Installation Hardware Kit
- Removable Locking Coin Collection Canister (45 additional units included with initial order)
- One Standard PBS Receipt Paper Roll
- Shipping to City of Las Vegas warehouse

Included Software:

- Pay-by-Space operating software & license
- ParkMe Guidance Integration

Included Services:

- Initial Set-up of Merchant Banking & PCI-DSS Level 1 Online Credit Card Processing
- Initial Rate/Tariff Station Configuration (PERSO)
- Initial Unit Graphics/Instructions
- Initial Deployment Meter Operation & Level Maintenance/Repair Training
- MyParkfolio Back-Office Training
- One year Parts, Non-labor warranty

Spare & Replacement Parts Stock

- Two Complete Basic City of Las Vegas Units and a complement of critical and/or high usage parts recommended by Parkeon and approved by the City of Las Vegas based on delivered population. These parts will be owned and managed by the City of Las Vegas with no requirement to account for or otherwise be financially responsible to Parkeon. The whole units will not be equipped with communication SIM cards and therefore not be required to be on MyParkfolio. Any replacement of parts from this stock will be handled via the standard RMA process.
- Additional supplemental spare parts or components may be purchased in a single, one-time order within the first 12 months of the contract at a 30% discount off of current list price.
- After 12 months, all parts orders receive a 20% discount off current list price for term of contract.

Additional Required Products & Services

MyParkfolio Back-Office Management (Pay by Space) $57.00/meter/month
(Required for all units)

- 50 User Licenses – City Wide
- 2-way wireless connectivity and airtime fees between meter and hosted software management system
- On-line access to hosted secure server
- All transactions, maintenance, alarms, statistics being processed and stored
- Database space for storing statistics and secure user-rights management
- PCI certified real-time credit card authorization and management

Implementation/Commissioning: $152.00 per meter
(Required for initial deployment, optional for subsequent unit orders as requested)

- Staging, pre-assembly, system pre-installation testing
- Documentation and verification of on-street site preparation
- Deployment and commissioning of meter for revenue service

Product Upgrades and Services

- Additional Coin Collection Canister $265.00
- A/C Main Power Kit (Initial Build) $280.00
- T-Pal Color Display and Extended Keyboard Kit $1,200.00
  - 7" Color Display
  - Includes standard extended keyboard configuration
  - 15 Watt Solar Panel
  - 2nd Battery
  - All hardware/door panels
- External User Lighting Option $360.00
- Standard PBS Receipt Paper (100 minimum roll order) $36.00
- Rate/Tariff (PERSO) Software Change: Three (3) changes included annually at no cost regardless of unit count. Charges apply after 3 changes per year. $350.00
- Download Fee for a new rate change: Does not apply for downloading the three no-cost PERSO's included above. Charges apply after 3 changes per year. $5.00 per meter

Extended Warranty Coverage $395.00/year #2
$415.00/year #3

Custom Software Development Hourly Rate $85.00/hour

Real-Time Data Sharing (ParkMe excluded) $1,900.00 setup,
$1,100.00/year

Rate Editor/Download Module $6,000.00 One-Time

Onsite Retrofit/Labor – Hourly Rate $135.00

- Upgrades or services requiring onsite Parkeon field services
- Travel expenses may apply depending on schedule and duration

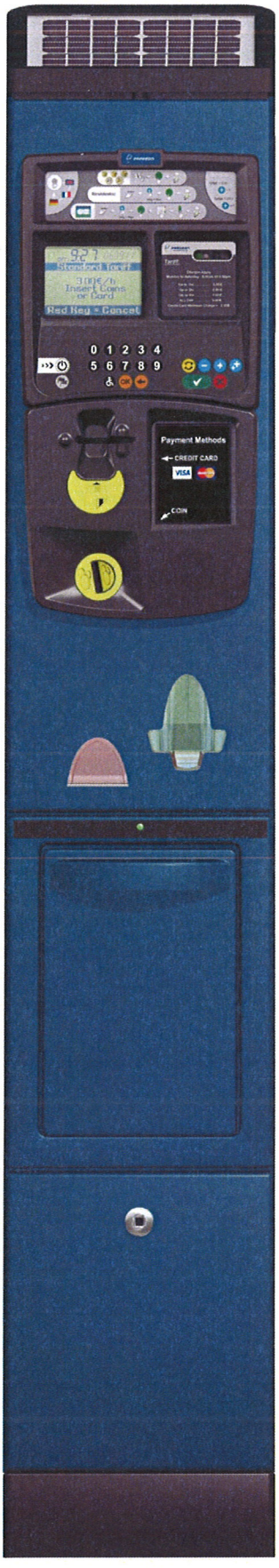
Notes:

1. The initial order units will be fitted with 3G modem kits as originally planned. The PBS software is operational in several sites as a production product and Las Vegas has been approved to receive this software version.

2. The T-pal upgrade kit includes all listed items and is available as a single kit. The physical requirements for the 7" color display include the removal and replacement of the upper door to accommodate the mounting. In addition, the required power consumption necessitates the addition of the larger solar panel and secondary battery. The price listed represents the added cost for a unit to include these features at the time of ordering and includes any standard extended keyboard within the package. Additional costs may be incurred for retrofitting units already build or deployed on the street.

3. The lighting option will be available for deployment in mid to late April. The intent to deploy initial units with this option within the schedule is now tentatively planned. If some or all units are not able to be deployed with this option per the final schedule, this option will be retrofitted to deployed units at no additional cost to the City.

REPRESENTATIVE SAMPLE – BASE CONTRACT MODEL



RFP Process

- Received bids from 12 companies
  - Every manufacturer in the world represented in the US

- Evaluation Committee
  - Economic & Urban Development
  - Finance
  - Information Technologies
  - Parking Services

Recommendation

- Parkeon – Unanimous choice
  - Largest installed base in the world and US
  - 3,000,000 spaces
  - Currently used by RTC
  - Heavy investment in R&D

- Multibay meters
  - 100% solar
  - Credit/debit and coin
  - Receipt printer
  - Ability to add time



Special Features

- Option for 7” full color screen
  - Maps, detailed instructions, wayfinding etc.
  - Future interactive content



- Option for motion-activated light bar
  - Will be available in time for fall and DST change
- ParkMe Integration
  - Real-time parking availability
  - Both on and off street



Contract Pricing

- $5,695 per meter
  - Better pricing than Chicago for 4,000 meters
- Initial order of 233 meters
  - Initial contract cost of $1,450,000
- Ongoing annual cost
  - $159,372 – Software and communications
  - Parts and supplies as needed
- Parking Enterprise funded – no General Fund impact

Installation Timeline

- Council Approval – January 23rd
- PO Release – January 24th
- Signage, Striping, etc. – Feb, Mar, Apr
  - Public Works
- Meter Installation – May

Communications

- Periodic reminders up until installation
- FAQs are up on parking web page
- Additional staff on the street for 2 weeks after installation
- KCLV coverage – City Beat, etc.

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate $25,000 for 25 youth-initiated projects - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $25,000
Funding Source: General Fund
Dept./Division: Parks, Recreation and Neighborhood Services Department

PURPOSE/BACKGROUND:
The Youth Neighborhood Association Partnership Program (YNAPP) is designed to encourage neighborhood youth to take an active role in improving the quality of life in City of Las Vegas neighborhoods and directly responds to the City Council priority "Community Pride". The $25,000 allocated to this year's YNAPP project teams will leverage a community match of over $375,000 in volunteer labor, in-kind donations of goods and services, and/or financial contributions.

RECOMMENDATION:
The YNAPP Board recommends that the Mayor and Council approve funding for self-help, youth-initiated projects for a total of $25,000 and authorizes the Director of Parks, Recreation and Neighborhood Services to execute the agreements upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
FY 2012-2013 YNAPP Funding Cycle Grant Recommendations

FY 2012-2013 YNAPP Funding Cycle Grant Recommendations					
		Amount Requested	Amount Awarded		
YNAPP Groups	**Project Title**	**Amount Requested**	**Amount Awarded**	**Grant Match**	**Ward**
Clark STEM Club - Where Community and Learning Shine	Robotics Challenge	$ 995.78	$ 1,000.00	$ 26,148.00	1
Clark STEM Club - Where Community and Learning Shine	ENVIRO-Stars: An Air and Water Quality Analysis Project	$ 950.76	$ 1,000.00	$ 21,790.00	1
Healthy Teens, Healthy Community, Healthy World	Healthy Teens, Healthy Community, Healthy World	$ 950.00	$ 1,000.00	$ 27,455.40	1
Kathleen Dye - CSNHS - Student Council	Wrap It Up For School Bell	$ 1,000.00	$ 1,000.00	$ 9,250.32	1
Operation School Bell - CSNHS - National Honor Society	Las Vegas Assistance League's Operation School Bell	$ 1,000.00	$ 1,000.00	$ 4,270.84	1
Spring Eggstravaganza	The Spring Eggstravaganza	$ 1,000.00	$ 1,000.00	$ 2,512.74	1
Right-2-Read The Meadows Varsity Cheerleader Group	Right-2-Read	$ 1,000.00	$ 1,000.00	$ 1,735.30	2
Connie Malin - Innovations International Charter School of Nevada	Comforting Our Community	$ 1000.00	$ 1,000.00	$ 10,895.00	3
Desiree Antos - St. Joseph School - Student Council	Operation Beneficial Health for Seniors	$ 1,000.00	$ 1,000.00	$ 4,052.94	3
East Las Vegas Community Center	East Las Vegas Youth Council Neighborhood Mural Project	$ 1,000.00	$ 1,000.00	$ 17,351.89	3
Edwards Art of Giving – The Wood Family	Edwards Art of Giving	$ 1,000.00	$ 1,000.00	$ 54,017.41	3
Edwards 3 R's - Edwards Elementary School	Edwards 3 R's - Reading, Writing and Relationships	$ 1000.00	$ 1,000.00	$ 15,579.85	3

Fostering Kids At Work	Summer Fun	$ 1,000.00	$ 1,000.00	$ 1,024.13	4
Little Gestures at Lummis Elementary School	For The Love of Earth	$ 1,000.00	$ 1,000.00	$ 24,186.00	4
Amineh Harvey - Southern Nevada Health District's Teen Pregnancy Prevention Program Group	Teen Advocates for Pregnancy Prevention (T.A.P.P.)	$ 1,000.00	$ 1,000.00	$ 5,971.33	5
LOTF Bullying Prevention Team	LOTF Bullying Prevention Team	$ 1,000.00	$ 1,000.00	$ 4,022.62	5
QSF - Youth Advisory Council	Young Outspoken Voices	$ 1,000.00	$ 1,000.00	$ 3,840.20	5
Samuel Goulet - Found Youth Group	Found to Create	$ 1,000.00	$ 1,000.00	$ 9,432.83	5
Trinity Academy of Arts	Trinity Temple Keepers: Youth Health and Wellness Workshop	$ 1,000.00	$ 1,000.00	$ 7,894.53	5
West Las Vegas Arts Center	Young Women's Conference	$ 1,000.00	$ 1,000.00	$ 26,148.00	5
Amy Carver - "Sew Happy"	"Sew Happy" Bib Project	$ 1,000.00	$ 1,000.00	$ 34,676.12	6
Arbor View - DECA	Direct the Way	$ 1,000.00	$ 1,000.00	$ 34,102.02	6
Arbor View - DECA	No Place for Hate	$ 984.10	$ 1,000.00	$ 13,502.40	6
Harrison Malburg - Boy Scout of America Eagle Scout Project	Boy Scout of America Eagle Scout Project - Celestial Community Garden	$ 1,000.00	$ 1,000.00	$ 11,417.96	6
Suitcases For Love	Suitcases For Love	$ 1,000.00	$ 1,000.00	$ 3,900.14	6
TOTAL		**$24,880.64**	**$25,000.00**	**$375,177.97**	

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Nikole Barretta db at Market Grille Cafe, 7175 West Lake Mead Boulevard, Suite 130 - 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 a Work Card Denial for Nikole Barretta.

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: FEBRUARY 20, 2013

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

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Dawn Brandt db at American Legion Post 8, 733 Veterans Memorial Drive - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of a Work Card Denial for Dawn Brandt.

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.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Natalie Denton db at Hash House A Go Go, 1 South Main Street - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of a Work Card Denial for Natalie Denton.

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.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-12-2013 - Discussion for possible action regarding a Resolution adopting the Historic West Las Vegas Walkable Community Plan, which focuses on the neighborhood generally located within a half-mile radius of the intersection of Jackson Avenue and F Street - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Resolution will formally adopt the Historic West Las Vegas Walkable Community Plan, which focuses on the neighborhood generally located within a half-mile radius of the intersection of Jackson Avenue and F Street. The Plan will serve as a guiding document designed to offer walkable components to enhance existing community amenities within that neighborhood. The Plan was approved by the City Council during the afternoon session of its February 6, 2013, meeting.

RECOMMENDATION:
It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
Resolution No. R-12-2013

R-12-2013

RESOLUTION ADOPTING THE HISTORIC WEST LAS VEGAS WALKABLE COMMUNITY PLAN

WHEREAS, policies within the Las Vegas 2020 Master Plan direct the City to review existing neighborhoods for opportunities to include design elements such as enhanced pedestrian crossings, pedestrian lighting and removal of impediments in order to promote walkability; and

WHEREAS, the City intends to implement those policies by reviewing a number of neighborhoods, in each case with a view towards adopting a plan to promote walkability within that neighborhood, where appropriate; and

WHEREAS, the Historic West Las Vegas Walkable Community Plan has been developed to focus on the neighborhood generally located within a half-mile radius of the intersection of Jackson Avenue and F Street; and

WHEREAS, the Historic West Las Vegas Walkable Community Plan is intended to serve as a guiding document designed to offer walkable components to enhance existing community amenities within that neighborhood; and

WHEREAS, the Historic West Las Vegas Walkable Community Plan was approved by the City Council at its February 6, 2013, meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to adopt the Historic West Las Vegas Walkable Community Plan as approved by the City Council on February 6, 2013.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2013.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 2-14-13
_____
Date

Agenda Item No.: **43.**

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
BOARDS & COMMISSIONS:

HISTORIC PRESERVATION COMMISSION - Dorothy Wright, Term Expiration 3-24-2013; Mary Hausch, Term Expiration 3-6-2013

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling nine different categories. Terms are for four years, with no limit to the number of terms that may be served. Ms. Wright, represents the Category 6 member, Experienced in Nevada History; Ms. Hausch represents the Category 7 member, Citizen-At-Large (John S. Park Neighborhood Historic District.) Both individuals are eligible and wish to be reappointed. Any member of the City Council may make a recommendation.

RECOMMENDATION:
Procedure for this Commission requires appointment by the City Council. Options are:
Reappoint Ms. Wright or appoint a new Category 6 member, Experienced in Nevada History
and,
Reappoint Ms. Hausch or appoint a new Category 7 member, Citizen-At-Large

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memo from Flinn Fagg, Planning Department Director

HISTORIC PRESERVATION COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE		
KLENK, PATRICK J.	4/27/1998 **(Reappt. 12-5-2001)** **(Reappt. 12-7-2005)** **(Reappt. 3-3-2010)**	12/31/2013
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING		
SERFAS, RICHARD (Fills unexpired term of James Veltman - resigned)	12/19/2012	3/23/2014
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION		
HOTCHKISS JR., DONALD L. (Replacing H. Richard Cuppett – resigned)	11/2/2011	9/19/2013
CATEGORY 4 -EXPERIENCED IN REAL ESTATE PROFESSION		
LeVINE, JACK	3/2/2011	3/8/2015
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP		
STOLDAL, BOB	4/27/1998 **(Reappt/Reassigned from Category 7 - 3/3/2010)**	12/31/2013
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY		
WRIGHT, DOROTHY	3/24/1997 **(Reapp. 3-7-2001)** **(Reapp. 3-2-2005)** **(Reapp. 3-4-2009)**	3/24/2013
CATEGORY 7 – ALL MEMBERS IN CATEGORY 7 SERVE AS MEMBERS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.		
1. HAUSCH, MARY **JOHN S. PARK HISTORIC DISTRICT DESIGNATION**	2/24/1997 **(Eff. 3/6/1997)** **(Reapp. 3/7/2001)** **(Reapp. 3/2/2005)** **(Reapp. 3-4-2009)**	3/6/2013
2. WHITE, CLAYTEE (Historic Preservation Commission appointment recommendation)	5/17/2006 **(Reapp. 5-5-2010)**	5/17/2014
3. BELLIS, ROBERT	3/8/2001 **(Eff. 3/23/2001)** **(Reapp. 3/20/2002)** **(Reapp. 3/15/2006)** **(Reapp. 3/3/2010)**	3/23/2014
4. McMILLAN-ARNOLD, JARMILLA	3/2/2011	3/6/2015

CATEGORY 8 - DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (Director)

MOONEY, COURTNEY (**Designee**)

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE
MILLMAN, DAVID **(Director)**

CATEGORY 10 - ARCHEOLOGICAL PROFESSION
BECK, COLLEEN M. 6/15/2011 6/15/2015

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made other changes.
Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee.
Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

PURPOSE: Carry-on preservation activities in the City of Las Vegas for building, structures and places of historical and architectural significance.

MEMBERS: 13 members
11 members appointed by the City Council; and
Two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

Category

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE, A PERSON WHO OWNS REAL PROPERTY WITHIN THE HISTORIC DISTRICT MAY FILL THAT POSITION, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE TO SERVE, ANY PERSON MAY FILL THAT POSITION. IF MORE THAN FOUR HISTORIC DISTRICTS HAVE BEEN DESIGNATED AS SUCH PURSUANT TO THIS SUBCHAPTER, THE CITY COUNCIL SHALL DETERMINE WHICH FOUR OF THE HISTORIC DISTRICTS ARE TO BE REPRESENTED ON THE HPC)
8 DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:

a) The history of the City of Las Vegas
b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday of each month at 12:15 P.M., except there is no meeting in November and December meetings are the 2nd Wednesday

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

January 30, 2009

TO:

Stacey Campbell, Assistant Deputy City Clerk

FROM:

Margo Wheeler, Director, Planning & Development

SUBJECT:

Historic Preservation Commission-
Reappointments

COPIES TO:

Courtney Mooney, Planning & Development

Vice-Chair Dorothy Wright's, and Commissioner Hausch's terms of office for the Historic Preservation Commission will expire on March 24, 2009, and March 6, 2009, respectively.

Terms are 4 years, with no limit to the number of terms. Ms. Wright represents Category 6 – Experienced in Nevada History, and Ms. Hausch represents Category 7 – Citizen at-large representing the John S. Park Neighborhood Historic District. Both members were most recently reappointed on Councilman Reese's recommendation in March of 2005.

Both members are eligible for reappointment, and both have expressed a desire to be reappointed in their existing categories.

Beginning in March 2008, Vice-Chair Dorothy Wright has had three excused absences and no unexcused asbsences, and Commissioner Hausch has had two excused absences and no unexcused asbsences.

Should you need additional information, please contact Courtney Mooney, city of Las Vegas Historic Preservation Officer at 229-5260.

Thank you.

MW:cm

2009 FEB -3 P 12:47

CLV-6217

January 30, 2009

Mayor and City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, NV 89101

Re: City of Las Vegas Historic Preservation Commission

Dear Sirs and Madam:

Vice-Chair Dorothy Wright's, and Commissioner Hausch's terms of office for the Historic Preservation Commission will expire on March 24, 2009, and March 6, 2009, respectively. Terms are 4 years, with no limit to the number of terms. Ms. Wright represents Category 6 – Experienced in Nevada History, and Ms. Hausch represents Category 7 – Citizen at-large representing the John S. Park Neighborhood Historic District. Both members were most recently reappointed on Councilman Reese's recommendation in March of 2005.

Both members are eligible for reappointment, and both have expressed a desire to be reappointed in their existing categories.

I support the reappointment of Vice-Chair Wright and Commissioner Hausch to the Historic Preservation Commission.

Should you need additional information, please contact Courtney Mooney, city of Las Vegas Historic Preservation Officer at 229-5260.

Sincerely,

Bob Stoldal,
Chairman
Historic Preservation Commission

Cc: Margo Wheeler, Director, Planning & Development Department
Courtney Mooney, Urban Design Coordinator, Planning & Development Department

HISTORIC
PRESERVATION
OFFICE

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2013-4 - For Possible Action - Adopts a new Trails Element of the Las Vegas 2020 Master Plan. Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
In 2002 the City Council adopted the Recreation Trails Element and the Transportation Trails Element of the Las Vegas 2020 Master Plan. Both elements have been updated from time to time by Council action. This bill will formally adopt a new Trails Element to replace and supersede the previously-adopted elements. The new Trails Element is scheduled to be approved by Council vote on January 23, 2013.

RECOMMENDATION:
ADOPTION at 2/20/2013 City Council Meeting pursuant to the 2/5/2013 Recommending Committee Meeting.

First Reading – 1/23/2013; First Publication – 2/7/2013

BACKUP DOCUMENTATION:
Bill No. 2013-4

BILL NO. 2013-4

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT A NEW TRAILS ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Adopts a new Trails Element of the Las Vegas 2020 Master Plan.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The document entitled "Trails Element" (including its accompanying maps), which was approved by the City Council on January 23, 2013, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified shall function as the element of the Las Vegas 2020 Master Plan that addresses trails from both a recreational and transit-related standpoint, and shall replace and supersede previous elements pertaining to transportation trails and recreational trails.

SECTION 2: The Department of Planning is authorized to:

(A) Include the date of the adoption of this Ordinance within or upon the document referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Publish the document in final form; and

(C) File the final document with the City Clerk.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-7-13
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2013, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2013, 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.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2013-5 - For Possible Action - Continues to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
In February 2010 the City Council adopted an ordinance to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. The intent was to encourage the establishment of such operations in the downtown area. The Council extended that authorization by ordinance in 2011 and 2012. It has been proposed by means of this bill to authorize another one year extension.

RECOMMENDATION:
Bill being heard at the Recommending Committee Meeting on February 19, 2013 and will be eligible for adoption on this February 20, 2013 City Council meeting.

First Reading - 2/6/2013; First Publication - 2/7/2013

BACKUP DOCUMENTATION:
1. Bill No. 2013-5
2. Business Impact Statement

BILL NO. 2013-5

ORDINANCE NO. _____

AN ORDINANCE TO CONTINUE TO AUTHORIZE, ON A TEMPORARY BASIS, THE WAIVER OF THE ORIGINATION CHARGE FOR NEW URBAN LOUNGE AND TAVERN-LIMITED LICENSES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Continues to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: In February 2010, the City Council adopted Ordinance No. 6077, which authorized, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. The intent of that ordinance was to encourage new urban lounge and tavern-limited licenses within the City. In 2011 and 2012, by means of Ordinance Nos. 6132 and 6178, respectively, the City Council extended for another year in each case the effects of Ordinance No. 6077. The City Council desires again to extend for another year the effects of that ordinance for new applications. Therefore, the Department of Planning or its successor, in accordance with Section 2 of this Ordinance, may waive origination charges otherwise imposed by LVMC 6.50.380 for urban lounge and tavern-limited licenses.

SECTION 2: The waiver referred to in Section 1 of this Ordinance may be granted pursuant to a qualifying waiver application that is filed with the Department of Planning between the effective date of this Ordinance and one year thereafter. Any such waiver shall be conditioned upon activation of the business license within the following time periods after the submittal of a qualifying waiver application:

(A) One year, for a business to be located within an existing structure; or

(B) Two years, otherwise.

SECTION 3: Notwithstanding any provision of Title 6 of the Las Vegas Municipal Code to the contrary, a business license concerning which a waiver has been granted pursuant to this Ordinance and which has been activated:

(A) May not be sold or transferred to a third party; and

(B) May not be transferred to a new location unless the location is within the district to which the license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

SECTION 4: For purposes of Sections 2 and 3 of this Ordinance:

(A) "Activation of a business license" means that the license has been issued and the business authorized by the license has opened for business operation.

(B) "Qualifying waiver application" means an application for waiver that is:

(1) Submitted in connection with a business license application; and

(2) Accompanied by a copy of an application for special use permit that has been filed with the Department of Planning (or its successor) pursuant to Title 19 of the Las Vegas Municipal Code.

SECTION 5: Nothing in this Ordinance shall be deemed to affect waiver applications filed before the effective date of this Ordinance.

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: 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 _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-23-13
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2013, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2013, 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. 2013-5
(Continues to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2013-5, that will continue to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses.

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:

Availability of waiver of origination charges

Direct effects:

Availability of waiver of origination charges

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: January 23, 2013

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2013-6 - Revises the definition of "traffic signal system improvements" for purposes of LVMC Chapter 4.32, relating to the City's Traffic Signal Impact Fee Program. Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will revise the definition of "traffic signal system improvements" for purposes of LVMC Chapter 4.32, relating to the City's Traffic Signal Impact Fee Program. The revised definition is clarifying in nature and doesn't represent a substantive change.

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. 2013-6

BILL NO. 2013-6

ORDINANCE NO. _____

AN ORDINANCE TO REVISE THE DEFINITION OF "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS" FOR PURPOSES OF LVMC CHAPTER 4.32, RELATING TO THE CITY'S TRAFFIC SIGNAL IMPACT FEE PROGRAM, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Jorge Cervantes, Director of Public Works

Summary: Revises the definition of "traffic signal system improvements" for purposes of LVMC Chapter 4.32, relating to the City's Traffic Signal Impact Fee Program.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 4, Chapter 32, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.32.040: For purposes of interpreting this Chapter, certain words used herein are defined as follows:

"Applicant" means the person applying for a building permit from the City.

"Impact Fee Administrator" or "Administrator" means the Director of Public Works or the Director's designee.

"Impact Fee" means the traffic signal impact fee authorized and imposed by this Chapter.

"Impact Fee CIP" means the 2009-2019 Capital Improvements Plan for Traffic Signal Impact Fees, as adopted by the City and as amended or replaced from time to time.

"Manual on Uniform Traffic Control Devices" means the manual of that name, in the version that has been adopted by the Nevada Department of Transportation pursuant to NRS 484.781 and Section 408.411 of the Nevada Administrative Code.

"Traffic signal system improvements" means the installation of traffic signals at intersections identified in the Impact Fee CIP as intersections for potential signalization or intersections where signals are under design or construction. Traffic signal system improvements also include intersection improvements in excess of minimum standards for a non-signalized intersection that represent partial completion of improvements needed for later signalization. [The components of a typical traffic signal

system improvement include without limitation] For purposes of this definition, the components of a traffic signal system may include, but are not limited to, the following: four Type "L" or "M" foundations (type dependent on mast arm length); four signal poles, either Type XX-A or Type XX-B, with four hundred watt luminaries; four mast arms ranging from twenty-five to sixty-five feet long; one controller foundation, one controller cabinet; one 2070 controller; one service pedestal; four street name signs (internally illuminated); twelve M-2 signal head assemblies; four M-5 signal head assemblies; four B-14T signal head assemblies; four B1-T signal head assemblies; eight pedestrian signal head assemblies; eight audible/tactile pedestrian push buttons; one #7 traffic signal pull box; five #5 traffic signal pull boxes; seven P-30 fiber optic interconnect pull boxes; one thousand two hundred linear feet of three inches traffic signal conduit; two thousand seven hundred linear feet of three inches to four inches interconnect conduit and fiber optic cable; a minimum of one fiber optic splice enclosure; one self healing optical transceiver; one video detection processor with four cameras; one emergency vehicle opticom preemption system; seven hundred linear feet of twenty-five conductor signal cable; signage and polymer pavement markings; and one thousand two hundred square feet of tack-on median island. The term "traffic signal system improvements" includes improvements that are constructed in phases. For example, a six-lane road may be initially striped for four lanes, with the initial signal improvements corresponding to four lanes subsequently being upgraded to accommodate six lanes when the road is ultimately striped for six lanes.

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: 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 _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-23-13
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2013, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2013, 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.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL

Bill No. 2013-7 - Authorizes a recreational vehicle to park on a residential street for up to forty-eight consecutive hours under certain conditions. Sponsored by: Councilman Bob Beers and Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
Current Code provisions generally prohibit the parking of recreational vehicles on residential streets. This bill will authorize a recreational vehicle to park on a residential street for up to forty-eight consecutive hours under certain conditions. The bill will require a permit for each occasion and establish parameters and limitations designed to prevent abuse. The bill also combines duplicate and potentially conflicting provisions.

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. 2013-7
2. Business Impact Statement
3. Text of section proposed to be repealed

BILL NO. 2013-7

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE A RECREATIONAL VEHICLE TO PARK ON A RESIDENTIAL STREET FOR UP TO FORTY-EIGHT CONSECUTIVE HOURS UNDER CERTAIN CONDITIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Beers
Councilwoman Lois Tarkanian

Summary: Authorizes a recreational vehicle to park on a residential street for up to forty-eight consecutive hours under certain conditions.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11, Chapter 52, Section 305, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.52.305: (A) Except as otherwise provided in this Section, [It] it is unlawful for a person to stand, park or store, upon any residential street, a commercial vehicle, recreational vehicle, trailer, or any combination of vehicle and trailer having an overall length of twenty-four feet or more[, except in front of property from which or to which goods or passengers are being picked up or delivered, and then only for that period of time during which goods or passengers are being expeditiously loaded or unloaded.] or an unladen weight in excess of eight thousand pounds.

(B) The provisions of Subsection (A) do not apply to a commercial vehicle that is:

(1) Parked in front of property from which or to which goods or passengers are being picked up or delivered, but only for that period of time during which goods or passengers are being expeditiously loaded or unloaded; or

(2) Being used in conjunction with the performance of service, repair, construction or similar essential use within the immediate neighborhood.

(C) A person may park a recreational vehicle upon a residential street in front of property from which or to which passengers and travel items will be loaded or unloaded, but only:

(1) For a period not to exceed forty-eight consecutive hours; and

(2) In accordance with a permit issued by the Parking Division of the Department of Economic and Urban Development in accordance with Subsection (D).

➥For purposes of this Subsection (C) and Subsection (D), "recreational vehicle" means any vehicle

or trailer, or vehicle-trailer combination, that is designed, maintained and used as a travel trailer, camper, motor home, tent trailer, or camping trailer.

(D) A permit issued for recreational vehicle parking described in Subsection (C):

(1) Shall specify the location and vehicle to which it pertains, the date and time permitted parking may begin, and the date and time the permit expires;

(2) Must be displayed in or on the vehicle in a conspicuous location that is clearly visible from the street;

(3) Is valid only for the vehicle, location and times specified;

(4) Is not valid with reference to the same recreational vehicle more than six times within any three-month period;

(5) Is not valid for any period that commences less than seventy-two hours after a previous permit for the same recreational vehicle has expired;

(6) May be conditioned on the payment of a fee not to exceed ten dollars; and

(7) May be revoked for abuse, misuse, ineligibility or other good cause.

[(B)] (E) It is unlawful for a person to stand, park or store a mobile billboard upon any street at a location within five hundred feet of a dwelling, including any apartment unit or residential condominium. For purposes of this Subsection [(B),] (E), "mobile billboard" means one or more sign structures that are mounted on a vehicle or trailer and are used for general advertising or advertising for hire. The term does not include signs that are displayed or installed on:

(1) A bus, taxicab or similar vehicle that is used primarily for the purpose of transporting multiple passengers; or

(2) A vehicle operated in the normal course of the vehicle owner's business, if the signs contain advertising or identifying information directly related to the business and are not used to display advertising unrelated to that business.

SECTION 2: Title 11, Chapter 48, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition (relating to heavy trucks), is hereby repealed in its entirety.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or

phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: 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 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 _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-28-13
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2013, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2013, 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. 2013-7
(Authorizes a recreational vehicle to park on a residential street for up to forty-eight consecutive hours under certain conditions)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2013-7, that will authorize a recreational vehicle to park on a residential street for up to forty-eight consecutive hours under certain conditions.

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:

Cost of enforcement has no relation to business impact

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Fee collection has no relation to business impact

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:

Fee collection has no relation to business impact

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: January 23, 2013

Text of Section Proposed to be Repealed

11.48.090 - Heavy trucks in residence districts.

No person shall stand or park a vehicle, trailer, or combination of vehicle and trailer which has an overall length greater than twenty-four feet or an unladen weight in excess of eight thousand pounds in any residential district, except when actually and expeditiously engaged in the loading or unloading of merchandise or when such vehicle is being used in conjunction with the performance of service, repair, construction or similar essential use within the immediate neighborhood.

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL

Bill No. 2013-8 - Updates LVMC Chapter 4.12 regarding the payment of claims and demands to conform to changes in process and technology. Proposed by: Candace Falder, Director of Finance

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update LVMC Chapter 4.12 regarding the payment of claims and demands on the City. The update will conform Code provisions to changes in process and technology. This update is part of a project designed to identify and update obsolete and duplicative Code provisions.

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. 2013-8
2. Business Impact Statement
3. Text of section proposed to be repealed

BILL NO. 2013-8

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE LVMC CHAPTER 4.12 REGARDING THE PAYMENT OF CLAIMS AND DEMANDS TO CONFORM TO CHANGES IN PROCESS AND TECHNOLOGY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Candace Falder, Director of Finance

Summary: Updates LVMC Chapter 4.12 regarding the payment of claims and demands to conform to changes in process and technology.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 4, Chapter 12, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.12.090: All claims against the City for materials, supplies and services purchased by the City shall be presented to and filed with the [Director of Finance who shall note thereon the date received. The Director of Finance shall attach to such] Department of Finance. With respect to each claim, officers or employees of the Department shall:

(A) Note thereon the date the claim was received; and

(B) Attach to the claim a copy of the purchase order by which the expenditure was authorized, together with such evidence as is available of the receipt of goods or services referred to on the claim upon which shall be shown the written approval or disapproval of the head of the department or designee as to the materials and supplies received or services rendered. The process used (and evidence of the process used) may be in electronic form.

SECTION 2: Title 4, Chapter 12, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.12.100: The [Director] Department of Finance shall examine and verify all claims filed against the City as to their validity, accuracy and required previous approvals, and shall prepare for approval a check upon the treasury representing such demand, which check shall specify in whose favor it is drawn and the amount thereof, together with the name or reference number of the fund and of the bank out of which it is payable. [He shall note] Notation of each such claim and check shall be made in a register book of claims and checks, setting forth the number of the claim and check, in whose favor

the check is drawn, and the amounts thereof, together with dates and the name or reference number of the fund and of the bank out of which the check is payable.

SECTION 3: Title 4, Chapter 12, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.12.140: (A) No check (whether in hard copy or electronic form) shall be drawn or evidence of indebtedness issued unless there is sufficient cash or cash equivalents in the treasury legally applicable to the payment of the same, except as provided by law.

(B) [All checks so drawn and executed, together with a signed copy of the register book of claims and checks shall be forwarded to the City Treasurer, and if found correct, shall be signed by the City Treasurer and distributed by him] All checks in hard copy form that are so drawn shall be forwarded to the City Treasurer's Office, together with a signed copy of the register book of claims. If payment of the claim is deemed appropriate and correct, the check shall be signed by the City Manager, Chief Financial Officer, Director of Finance or City Treasurer and distributed to the claimants legally entitled thereto.

SECTION 4: Title 4, Chapter 12, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.12.150: [The City Treasurer and the Director of Finance are authorized to] Officers who are authorized by this Chapter to sign instruments may use a facsimile signature produced [through a mechanical device] by means of an electronic process and signature stamp in place of their handwritten signatures [whenever the necessity may arise] under the circumstances described in this Section. The use of the facsimile signature described in the preceding sentence may take place in cases of emergency and upon approval of the City Council, subject to the following conditions:

(A) The [mechanical device] electronic process shall be of such nature that the facsimile signature [may be removed from the mechanical device and kept in a separate secure place.] is secured, with access thereto being controlled by the Department of Information Technology in accordance with recognized and appropriate technology security controls.

(B) The use of the facsimile signature shall be made only under the direction and supervision of the officer whose signature it represents.

(C) All [of the mechanical devices] signature stamps shall at all times be kept in a safe or vault, securely locked, when not in use, to prevent any misuse of the same.

SECTION 5: Title 4, Chapter 12, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.12.180: No City department, court or agency [can] shall open or maintain any bank account where public funds are on deposit unless authorized by the Director of Finance[.] or City Treasurer. Accounts with public funds on deposit must bear the [signatures of the Director of Finance and the City Treasurer.] signature of the City Manager, Chief Financial Officer, Director of Finance or City Treasurer.

SECTION 6: Title 4, Chapter 12, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition (relating to weekly check registers), is hereby repealed in its entirety.

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 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 _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-4-13
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2013, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2013, 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. 2013-8
(Updates LVMC Chapter 4.12 regarding the payment of claims and demands to conform to changes in process and technology)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2013-8, that would update LVMC Chapter 4.12 regarding the payment of claims and demands to conform to changes in process and technology.

1. The following constitutes a description of the number 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.

No comments were solicited. The proposal primarily addresses internal processes and is not expected to have any impact on businesses

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:

None identified

Beneficial effects:

None identified

Direct effects:

None

Indirect effects:

None

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 when such duplicative or more stringent provisions are necessary:

Not applicable

Date: February 4, 2013

Text of Section Proposed to be Repealed

4.12.170 - Submission to Department of Finance

(A) Claims for payment, when approved by a City department, court or agency, are to be submitted to the Department of Finance which will prepare a weekly check register. The register shall be verified by the Director of Finance and submitted to the City Council as an agenda item for approval as soon as permissible following the verification.

(B) The weekly check register shall include the summary of the most recent payroll register. The City Clerk shall attest the approval of all claims for payment and payroll presented on the registers.

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL

Bill No. 2013-9 - Authorizes the City to treat licensing violations under LVMC Title 6 as civil violations subject to a civil penalty rather than proceeding by means of a misdemeanor prosecution, and establishes procedures for the processing and disposition of Notices of Violation. Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorize the City to treat licensing violations under LVMC Title 6 as civil violations subject to a civil penalty rather than proceeding by means of a misdemeanor prosecution. The bill will establish procedures for the processing and disposition of Notices of Violation, which include the opportunity to appear before a hearing officer regarding such Notices of Violation. This process has been used successfully regarding parking violations and, more recently, for some kinds of animal control violations.

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. 2013-9
2. Business Impact Statement

BILL NO. 2013-9

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE CITY TO TREAT LICENSING VIOLATIONS UNDER LVMC TITLE 6 AS CIVIL VIOLATIONS SUBJECT TO A CIVIL PENALTY RATHER THAN PROCEEDING BY MEANS OF A MISDEMEANOR PROSECUTION, TO ESTABLISH PROCEDURES FOR THE PROCESSING AND DISPOSITION OF NOTICES OF VIOLATION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Authorizes the City to treat licensing violations under LVMC Title 6 as civil violations subject to a civil penalty rather than proceeding by means of a misdemeanor prosecution, and establishes procedures for the processing and disposition of Notices of Violation.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 2, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto eight new sections, designated as Sections 390 to 460, inclusive, reading as follows:

6.02.390: As an alternative to a criminal prosecution for the violation of any provision of Title 6, the City may treat the violation as a civil violation and proceed in accordance with the provisions of LVMC 6.02.400 to 6.02.460, inclusive.

6.02.400: (A) A proceeding under LVMC 6.02.390 shall be commenced by the issuance of a Notice of Violation. The Notice of Violation must contain, at a minimum, the following information:

(1) The name and address (if known) of the person or entity responsible for the violation;

(2) A brief description of the violation and a reference to the applicable ordinance or Code citation(s);

(3) The location, date and time of the violation;

(4) The name of the person issuing the Notice of Violation;

(5) The amount of the civil fine applicable to the violation;

(6) Information advising of the manner and time for responding to the

Notice of Violation; and

(7) Such other pertinent information as may be necessary or appropriate.

(B) No error concerning or omission of any of the above-described information is grounds for the dismissal of an action relating to a Notice of Violation unless the person requesting such a disposition demonstrates substantial prejudice therefrom by a preponderance of the evidence.

(C) Where the Notice of Violation data is entered into and stored in a computer or similar device, any printout or other output readable by sight which accurately reflects such data is an "original" Notice of Violation for purposes of a proceeding under LVMC 6.02.390. Any such recording which is moved or copied into another computer or similar device and is intended to have the same effect by the issuing officer is also an "original" Notice of Violation for purposes of a proceeding under LVMC 6.02.390.

(D) Any Notice of Violation issued pursuant to this Section shall constitute a declaration which is subject to the penalty of perjury.

6.02.410: The Notice of Violation may be issued by any peace officer or by any officer or employee of the Department who is assigned to enforcement.

6.02.420: An original Notice of Violation, or a facsimile thereof, must be filed with and retained by the Department and is deemed to be a public record of matters which are observed pursuant to a duty which is imposed by law and is prima facie evidence of the facts which are alleged therein. An original or duplicate of the Notice of Violation must be served on the person responsible for the violation or, in the case of an entity, an officer of that entity.

6.02.430: (A) A person must respond to a Notice of Violation in one of the following ways:

(1) "Admit" responsibility for the commission of the violation and liability for the civil fine imposed, and pay the amount of the fine applicable to the violation;

(2) Contact the Business Licensing Division, "admit" such responsibility and liability, and arrange a schedule for payment of the fine; or

(3) Request a binding hearing, as provided for in Subsections (B) to (I), inclusive, of this Section in order to dispute the propriety of the issuance of the Notice of Violation or liability for the violation.

(B) A person may initiate a hearing pursuant to Paragraph (3) of Subsection (A) of this Section by:

(1) Contacting the Business Licensing Division;

(2) Providing his/her name, current address and the Notice(s) of Violation(s) which the person wishes to be the subject of the hearing; and

(3) Obtaining a date for the hearing.

(C) Any person initiating such a hearing in this manner (the "defendant") shall be bound by the decision of the Hearing Officer concerning liability for the violation(s) and responsibility for the fines related thereto. If a defendant scheduling a hearing before the Hearing Officer fails to appear at the hearing without having first sought and obtained a continuance of the hearing, the Hearing Officer may enter a decision against the defendant for the full amount of fines scheduled to be reviewed. In connection with the request for a hearing, the defendant must acknowledge the binding nature of the hearing and the Hearing Officer's authority in the event the defendant fails to appear at a hearing. The acknowledgment shall be in substantially the following form:

I _____, hereby request a binding hearing before the Hearing Officer. My address is _____. I request that this hearing involve Notice(s) of Violation(s) Number _____. I understand that the Hearing Officer is an attorney and not an elected or appointed judge.

I understand that I am bound by the decision of the Hearing Officer. I understand that if I fail to appear for the scheduled hearing before the Hearing Officer without first obtaining a continuance of such hearing, the Hearing Officer may enter a decision against me for the full amount of the penalties scheduled to be reviewed. I understand and agree that if necessary due to my lack of timely payment, the City of Las Vegas can and will use this binding decision to have a formal civil judgment entered against me in the Las Vegas Municipal Court.

I understand that if a civil judgment is obtained, the City may seek and obtain a writ of execution against me. I understand that if a writ of execution is obtained, my wages and/or bank accounts may be garnished, and liens may be put on my property.

Knowing all of the above, I still wish to request a binding hearing before the Hearing Officer

on the above-described Notice(s) of Violation(s). I hereby acknowledge the above and further acknowledge that at my request a hearing has been set for _____, 20_____ at the hour of _____ m.

_____
Defendant

(D) Any hearing conducted pursuant to this Section shall be presided over by a Hearing Officer who shall be an attorney licensed to practice law in the State of Nevada. With respect to any such hearing, a properly filed Notice of Violation shall constitute a claim of liability and a claim for relief and no other such claim shall be required. Prima facie proof of the violation alleged shall be established by the City providing the Hearing Officer with either a certified copy of the Notice of Violation or the data stored in a computer or other device as described in LVMC 6.02.400. No formal appearance by the City Attorney's Office is required. The hearings and dispositions of all such actions shall be informal, with the Hearing Officer receiving witness statements or testimony and other evidence for the sole purpose of dispensing fair and speedy justice between the parties. A defendant may pay the amount of the civil fine in lieu of appearing before the Hearing Officer.

(E) The burden of proving any defense shall be upon the person raising such defense.

(F) If the Hearing Officer finds that a violation did not occur or that the defendant should not be held liable, the Hearing Officer shall enter a decision for the defendant.

(G) The defendant shall pay the total civil fines forthwith or at such times and on such conditions as the Hearing Officer shall prescribe if it is found that the person has either failed to appear or otherwise defend against the issuance of the Notice of Violation as agreed or that the violation was committed and no applicable defense exists.

(H) Upon reaching a decision, the Hearing Officer shall as soon as practicable thereafter, file a written decision substantially conforming to the following form:

. . .

. . .

. . .

City of Las Vegas, Clark County, Nevada

City of Las Vegas, Plaintiff v. _____, Defendant. Before, _____, Hearing Officer for the City of Las Vegas, Nevada, decision is entered in favor of _____, (plaintiff or defendant) for $_____ (enter $0.00 if judgment is for the defendant), on the _____day of _____, 20_____. I certify that the foregoing is a correct reflection of the decision entered in the action properly brought for my consideration pursuant to LVMC 6.02.390 et seq.

_____
Hearing Officer

(I) The City Attorney may petition the Las Vegas Municipal Court for the entry of a civil judgment against the defendant in an amount equal to that stated in the written decision of the Hearing Officer if the City Attorney determines this action to be necessary to enforce the decision. Service of such petition on the defendant must be made by certified mail, return receipt requested, restricted delivery, addressed to the defendant at the defendant's last known address, or in any other manner which is authorized by law. An affidavit or declaration of mailing, a signed, returned receipt, or other evidence of service shall be filed upon such service of the petition. Once a petition for civil judgment pursuant to this Subsection (I) has been filed with the Municipal Court, the assigned judge has jurisdiction to grant or deny the relief prayed for therein.

6.02.440: (A) A response to a Notice of Violation, as provided in LVMC 6.02.430, must be made within thirty calendar days after the date on which the Notice of Violation is served. If no response is received during such thirty-day period, an additional civil penalty which is equal to the amount of the original civil fine must be assessed.

(B) After the expiration of the thirty-day response period, the Director, or an authorized designee, must send a Notice of Delinquency by mail to the registered owner or operator of the business at the owner's last known address, as indicated by the records of the Business Licensing Division. The Notice of Delinquency must contain the date of the violation, the amount of the civil fine and the amount of any penalty which is associated therewith. The owner has fifteen calendar days after the date of the Notice of Delinquency in which to respond to the Business

Licensing Division. If no response is made to the Notice of Delinquency within such additional fifteen-day period, a civil penalty must be assessed equal to two times the original civil fine amount, in addition to the original civil fine.

(C) If a person fails to respond to a Notice of Violation or a Notice of Delinquency in accordance with this Chapter, the City is entitled to collect the amount of any fines and penalties by means of any remedy available under applicable law, including without limitation referring the matter to a collection agency.

6.02.450: (A) The schedule of civil fines contained in LVMC 6.02.460 is hereby established for the violations described therein.

(B) In addition to the fines and penalties provided for in LVMC 6.02.390 to 6.02.460, inclusive, the person responsible for any violation shall be liable for an additional collection fee where the collection of the penalties provided for herein is referred for collection to a private collection agency. The amount of such fee shall be twenty-five percent of the outstanding indebtedness or two hundred fifty dollars, whichever is less. The amount of any such collection fee shall accrue and become due and payable at the time the indebtedness is referred for collection to the collection agency, and that amount may be added by the collection agency to the amount sought to be collected. Any judgment or amended judgment entered under this Chapter may include the amount of the collection fee authorized by this Subsection (B).

6.02.460: (A) The civil fines for violations that are processed under the provisions of LVMC 6.02.390 to 6.02.460, inclusive, are as follows:

(1) For a first offense, two hundred fifty dollars.

(2) For a subsequent offense, five hundred dollars.

(B) In connection with any violation sustained or confirmed by judgment of a Hearing Officer, a separate fine may be assessed for each day the violation occurred or continued to the extent the violation on that day was alleged in the Notice of Violation.

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: 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 _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-4-13
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2013, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2013, 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. 2013-9
(Authorizes the City to treat licensing violations under LVMC Title 6 as civil violations subject to a civil penalty rather than proceeding by means of a misdemeanor prosecution, and establishes procedures for the processing and disposition of Notices of Violation)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2013-9, that would authorize the City to treat licensing violations under LVMC Title 6 as civil violations subject to a civil penalty rather than proceeding by means of a misdemeanor prosecution, and establish procedures for the processing and disposition of Notices of Violation.

1. The following constitutes a description of the number 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.

Notification of the proposal (including an invitation to respond) was sent to 7 representative business organizations and published in the newspaper. No written comments or responses were received.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: February 4, 2013

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called 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.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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 3101 Kaibab Avenue for fees in the amount of $3,218.25 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $22,718.25. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O JAIME LOPEZ - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,218.25
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

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, graffiti, dead vegetation, broken glass, damaged and fallen wood fence on side yards, 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 $53,692.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,995 invoice for Weaver Construction, $299.25 administrative fee, and $924 in reinspection fees (including late fees) for a total of $3,218.25 to be recorded immediately, and assess a maximum of $19,500 in daily civil penalties to be recorded on or after September 29, 2013.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Information Report
3. Location Maps
4. Report of Expenses
5. Contractor Disclosure
6. Notice of Public Hearing
7. Chronological List of Events
8. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 20, 2013
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 3101 Kaibab Avenue for fees in the amount of $3,218.25 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $22,718.25. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O JAIME LOPEZ – Ward 3 (Coffin)

Weaver Construction completed work on December 20, 2012 at a cost of $1,995. In addition, $924 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $3,218.25 in out-of-pocket expenses.

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 Las Vegas Municipal Code Title 9 Health and Safety Code 9.04.100, 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.

CODE ENFORCEMENT AGENDA ITEM INFORMATION SHEET

Ward: 3- Councilman Coffin

Address: 3101 Kaibab **Description: R-1 SFD/Vacant**

Major Cross Streets: Mojave/Owens Zip Code: 89101

Foreclosure: No

Registration Status:
Meets Registration Status Yes_____ No: X
Registered: Yes_____ No_____
Lender Notified: Yes_____ No_____

Current Owner **Since**
Jamie Lopez 11/1/2005
Trustee Clark County Treasurer

Case Opened: 9/5/2012
Notice & Order Issued: 9/18/2012 **Certified Mail Receipt** Owner____
Case Closed: 1/9/2013 **Signed By:** Agent____
Returned X

# of Inspections Completed: Total (7); Failed (6) ; Passed (1)

Abatement Started: 12/20/2012 **Abatement Completed: 12/20/2012**
Abatement of: Removed all refuse, waste, high grass/weeds, graffiti, and secured all open doors/windows.

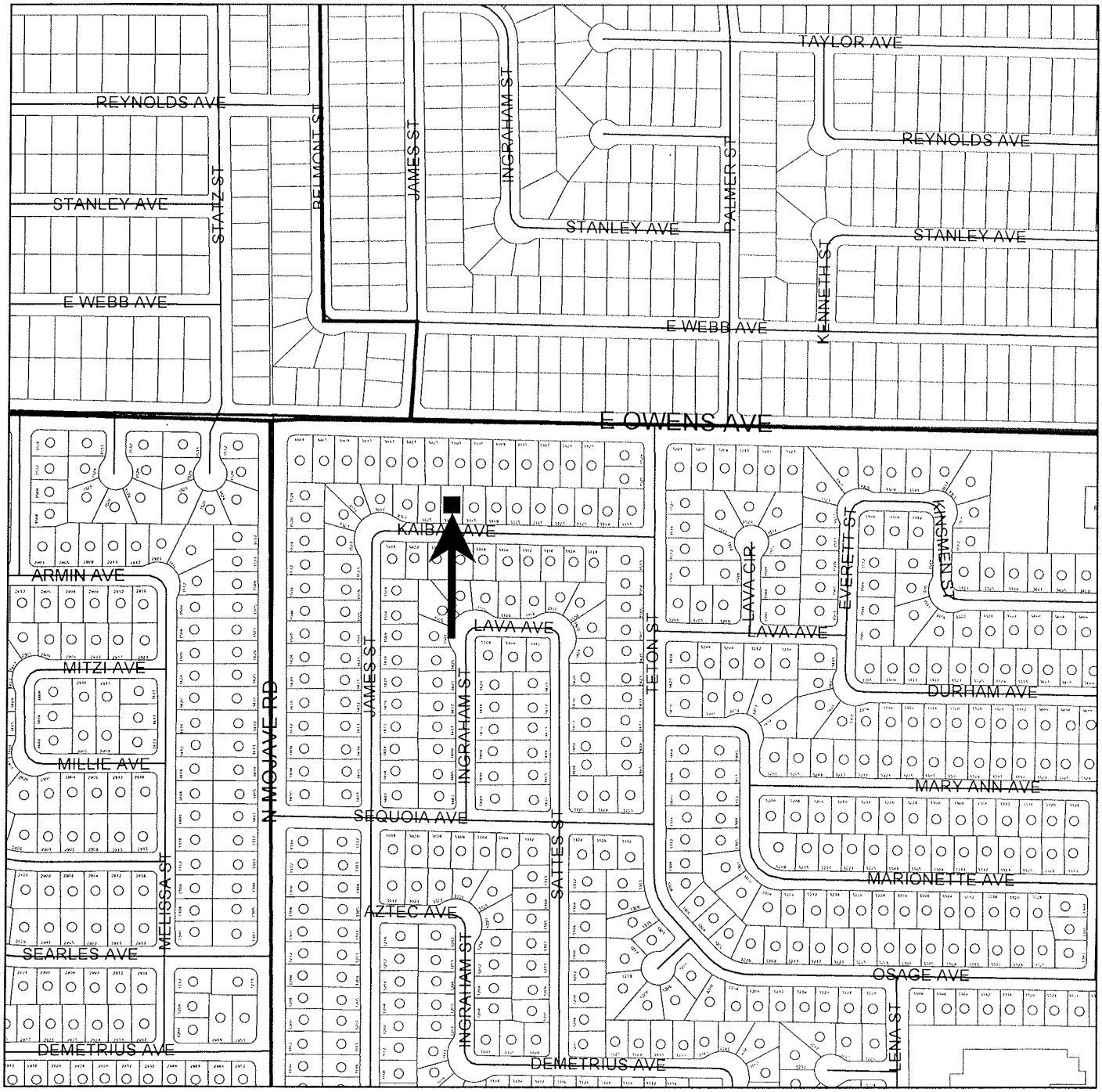
OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT CONTRACT PRICE	$1,995.00	$0.00	$1,995.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$299.25	$0.00	$299.25
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$840.00	$0.00	$840.00
LATE FEES (10% of Inspection Fees):	$84.00	$0.00	$84.00
TOTAL OUT-OF-POCKET COSTS:	$3,218.25	$0.00	**$3,218.25**
CIVIL PENALTIES			
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	$19,500.00	$0.00	$19,500.00
TOTAL LATE FEES & CIVIL PENALTIES	$19,500.00	$0.00	**$19,500.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$22,718.25**

Property Value Per Zillow.com: $53,692.00 **As of: 1/15/2013**

STAFF RECOMMENDATION:
THAT THE CITY COUNCIL APPROVE THE EXPENSE REPORT AND ASSESS ALL OUT-OF-POCKET EXPENSES AND CIVIL PENALTIES AS A LIEN AGAINST THE PROPERTY.

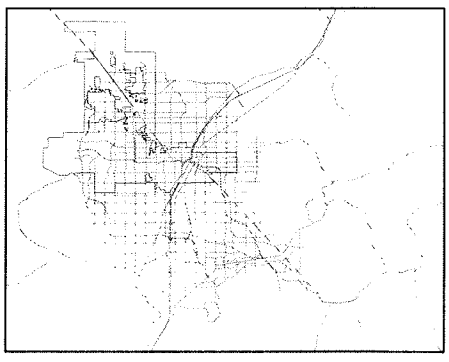
3101 KAIBAB AVENUE
CROSS STREETS - MOJAVE//OWENS

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

3101 KAIBAB AVENUE
CROSS STREETS - MOJAVE//OWENS

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 – Code Enforcement Division

CC: File

Date: January 31, 2013

Re: Report of Expenses for the abatement of nuisance located at 3101 Kaibab Avenue - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, dead vegetation, graffiti, fallen wood fence on side yards, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on December 20, 2012 at a cost of $1,995.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$995.00
Remove all trash, debris, dead vegetation, and fallen wood fence on side yards.	$575.00
Remove all high grass, weeds, and apply herbicide.	$230.00
Remove graffiti.	$195.00
AMOUNT DUE:	$1,995.00
Administrative Processing Fee:	$299.25
Sub-Total:	$2,294.25
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$3,218.25**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,500.00**
MAXIMUM TOTAL:	**$22,718.25**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O JAIME LOPEZ
PROPERTY ABATED:	3101 Kaibab Avenue
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-25-510-025
LEGAL DESCRIPTION:	COLLEGE PARK #20
	PLAT BOOK 6 PAGE 29
	LOT 25 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

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 2013

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, FEBRUARY 20, 2013,** at the hour of **1:00 P.M.** in the City Council Chambers, 495 South Main Street, 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 **3101 Kaibab Avenue – Case No. 119240**. The Director of Building and Safety certifies that the sum of **$3,218.25** was expended and Civil Penalties in the sum of **$19,500** may be imposed for a total of **$22,718.25**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O JAIME LOPEZ – 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
495 S. MAIN STREET
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 # 119240

3101 KAIBAB AVE - Map # 02327-16 Parcel 13925510025

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
3101 KAIBAB AVE
LAS VEGAS, NV 89101-1713

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Trash/debris. Open and accessible. Fence fallen.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: September 05, 2012

Ward: 3

Date Case Resolved: January 09, 2013

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
9/6/12 OPEN All points of entry
Secure all structures to City of Las Vegas specifications. All doors are open, all windows broken.

AN-003: 9.04.010 (4) REFUSE & WASTE
9/6/12 OPEN All areas
Remove all refuse and waste from all areas of property. Maintain at all times. To include buckets, dumped debris, dead vegetation.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
9/6/12 COMPLIED 01/09/13 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.

AN-008: 9.04.010 (7)(C) GRAFFITI
9/6/12 OPEN Residence / walls
Remove all graffiti from property and maintain free of graffiti at all times.

AN-009: 9.04.010 (7)(D) DILAPIDATED
9/6/12 OPEN Wood fence
Remove wood fence from property, now dilapitated.

Chronology of Events:

September 06, 2012 **PHOTO & DOCUMENT ELECT MGT**

17

September 06, 2012 **CORRECTION NOTICE ISSUED**

September 06, 2012 **Insp#: 1322922**

17) I observed a badly vandalized property that was open and accessible with all windows broken out and doors kicked in. Perimeter wood fence was been broken and there is refuse of dumped debris and high weeds. CLV abated this property in 2010 and there is a lein for that bate for over 32K. At that time the mortgage holder was undetermined and per Matt Caulfield at Chase this was an inherited property that was written off and has no owner. As property is small and a chronic nuisance, an alternative may be to demo. Will speak with 21. Photos, notice posted.

September 10, 2012 **EMAIL SENT OR RECEIVED**

17) Email received that BAC has no interest in this property but lienholder is showing as: Long Beach Mortgage, PO Box 201085, Stockton, CA 95202.

September 11, 2012 **RESEARCH**

17) This a repeat case. The City has already completed an abatement on this property. There is no new information regarding ownership. This is property that is been absorbed by Chase but they have written it off several years ago.

September 11, 2012 **RESEARCH**

17) See attached email from Chase High Risk: We do not have an interest in the property. Per the AFP report, this has been liquidated and we are not pursuing work.

Thank you, Ka'Shira Chandler
Chase Property Preservation
Phone: (614) 776-7038
E-Fax # (614) 432-8996

September 11, 2012 **NOTICE AND ORDER REQUEST**

17) To 21 with pix.

September 18, 2012 **NOTICE AND ORDER PROCESSING**

21) refer file to 33 for posting, mailings done. SD on vaca

September 18, 2012 **NOTICE AND ORDER ISSUED**

September 19, 2012 **PHOTO & DOCUMENT ELECT MGT**

33) EB

September 19, 2012 **Insp#: 1323381**

33) Posted on building, completed affidavit, still open and accessible, still graffiti, high vegetation, refuse, affidavit completed and photo's taken and placed in EB. Call back set for 10/01/12.

October 01, 2012 **CORRESPONDENCE RECEIVED/SENT**

17) Return mail regular mail to Lopez at service address - unable to forward.

October 01, 2012 **CORRESPONDENCE RECEIVED/SENT**

17) Return mail certified to Lopez.

October 02, 2012 **PROCEED WITH ABATEMENT**

17) There is no change in ownership / new owner at this time. Also in collection for back taxes. Bid Sheet to 21.

October 02, 2012 **Insp#: 1329305**

17) No change in condition, proceed with bids, new photos.

October 03, 2012 **RECORDED DOCUMENT**

Ld) Recorded N&O dated 9/18/12

October 04, 2012 **NOTICE AND ORDER PROCESSING**

21) refer to office staff JR for bids to board/secure all doors windows. remove debris all yards.

October 16, 2012 **BID RECEIVED**

Scanned & recorded bids received: 1)Weaver=$1995; 2)Baldwin=$3085

October 16, 2012	**ADMINSTRATIVE**
	Bid approval given to #21
October 16, 2012	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #17 for posting.
October 16, 2012	**10 DAY BEFORE ABATEMENT NOTICE**
October 18, 2012	**Insp#: 1335380**
	17)No change 10-day posted.
October 25, 2012	**CORRESPONDENCE RECEIVED/SENT**
	17) Certified mail and regular mail returned from owner of record, vacant - no forward.
October 25, 2012	**CORRESPONDENCE RECEIVED/SENT**
	17) Cert card signed by Joe Cowans, JP Morgan/Chase.
October 25, 2012	**CORRESPONDENCE RECEIVED/SENT**
	17) Certified mail card by Joe Cowans at JP Morgan/Chase.
October 29, 2012	**RESEARCH**
	17) No new ownership information at this time, award bid. to 21.
October 29, 2012	**Insp#: 1344316**
	17) Pix, award bid, no change.
October 30, 2012	**PHOTO & DOCUMENT ELECT MGT**
	17
December 03, 2012	**RESEARCH**
	21) officer 33 got a tele from treasurer- possible number for owner 818-360-1584. no answer no message machine..will try later or early morning. number googled shows emirici igya, 12000 darby- same as listed ownership.
December 04, 2012	**RESEARCH**
	17) No tax payments since 3/6/9, which were paid by Jaime Lopez. No new ownership information.
December 05, 2012	**ADMINSTRATIVE**
	PO requested. Pending MB approval.
December 06, 2012	**PROCEED WITH ABATEMENT**
	21) refer to jr for abatement
December 17, 2012	**PRE-ABATEMENT VIDEO**
	21)photos in f drive tonys
December 17, 2012	**Insp#: 1348146**
	21)photos in f drive tonys- all doors and windows open/accessible. graffiti all walls rearyard. refer to waever for abatement.
December 18, 2012	**BID AWARDED TO CONTRACTOR**
	Award letter sent to Weaver.
December 18, 2012	**VIDEO REQUEST**
	Before Video Requested from #21
December 18, 2012	**AWARD OF BID**

December 26, 2012	**VIDEO REQUEST**	
	After video requested from #21	
January 09, 2013	**POST-ABATEMENT VIDEO**	
	21)photos in f drive tonys	
January 09, 2013	**Insp#: 1372057**	
	21)photos in f drive tonys- now boarded secure, all yards clean. close case.	
January 10, 2013	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #19	
January 15, 2013	**CITY COUNCIL AGENDA PREP**	
	19) Reviewed case, CE Agenda Item Information Sheet processed. File to LD for rest of agenda processing.	

APN 139-25-510-025

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O JAIME LOPEZ
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-25-510-025**
Commonly known as: **3101 Kaibab Avenue**
Legal Description: **COLLEGE PARK #20**
PLAT BOOK 6 PAGE 29
LOT 25 BLOCK 1

On **December 20, 2012**, 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 **$3,218.25** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$19,500.00** 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 **February 20, 2013** ordered the above Actual Cost in the amount of **$3,218.25**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$19,500.00** be assessed against the property by recording a Lien of Assessment on or after **September 29, 2013**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
495 South Main Street
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 _____, 2013

_____
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 #119240

APN 139-25-510-025

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O JAIME LOPEZ
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-25-510-025**
Commonly known as: **3101 Kaibab Avenue**
Legal Description: **COLLEGE PARK #20**
PLAT BOOK 6 PAGE 29
LOT 25 BLOCK 1

On **December 20, 2012**, 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 **$19,500.00** 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 **February 20, 2013** ordered the above charges in the amount of **$19,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
495 South Main Street
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 _____, 2013

_____
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 #119240

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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 9517 Gold Bank Drive for fees in the amount of $123,925.71 (General Fund). PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O KENNETH EPSTEIN - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $123,925.71
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

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 contractors to remove health and safety violations consisting of refuse, waste, and items covered with cat feces and urine from interior and exterior of residence, and demolish interior. To date, there have been thirty-four (34) inspections conducted at this location. The estimated value of the property based on Zillow.com is $128,546.

RECOMMENDATION:
That the City Council: Approve the report of expenses for a total of $123,925.71 and authorize filing a lien against the property. In addition, request the City Council order that the cost of abating the public nuisance also be made a personal obligation of the property owner or other responsible party and direct the City Attorney to collect the costs of abating the nuisance (including reinspection fees) and interest thereon by use of all appropriate remedies.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Information Report
3. Location Maps
4. Report of Expenses
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 20, 2013
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 9517 Gold Bank Drive for fees in the amount of $123,925.71 (General Fund). PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O KENNETH EPSTEIN – Ward 4 (Anthony)

The abatement was completed November 30, 2012 for a total of $123,925.71 in out-of-pocket-expenses. The costs are as follows: $25,432 invoice for 1-800-GOT-JUNK for removal of refuse and waste from the interior and exterior areas of property, $13,230 for Construction Group International for the interior demolition, $10,118.27 for Pitbull Pest Control, $3,000 invoice for Walsh Certified Consultants for testing, $45,008.45 Code Enforcement staffing costs, $13,216 Health District staffing costs, $2,995.55 for tools and supplies, $2,169.60 for storage containers, $856.80 for security, $7,767.04 administrative fee, and $132 in reinspection fees (including late fees).

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 Las Vegas Municipal Code Title 9 Health and Safety Code 9.04.100, 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 and may also order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend both a personal obligation and 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. If the out-of-pocket expenses and civil penalties are also made a personal obligation of the property owner or other responsible party, the City Attorney will collect all costs and civil penalties by use of all appropriate remedies.

CODE ENFORCEMENT AGENDA ITEM INFORMATION SHEET

Ward: 4- Councilman Anthony

Address: 9517 Gold Bank Dr. **Description: P-C Townhouse/Vacant**

Major Cross Streets: Del Webb/Sun City Zip Code: 89134

Foreclosure: No

Current Owner	**Since**
Kenneth Epstein Clark County Treasurer Trustee	4/22/2010

Case Opened: 8/6/2012

Notice & Order Issued: 10/1/2012 **Certified Mail Receipt** Owner ____

Case Closed: 12/20/2012 **Signed By:** Agent ____

Returned X

# of Inspections Completed: Total (34); Failed (2) ; Status Check (31); Passed (1)

Abatement Started: 10/5/2012 **Abatement Completed: 11/30/2012**

Abatement of: Removal of health and safety violations consisting of refuse, waste, and items covered with cat feces and urine from interior and exterior of residence.

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT CONTRACTOR- Got Junk	$25,432.00	$0.00	$25,432.00
ABATEMENT CONTRACTOR- Pitbull Pest Control	$10,118.27	$0.00	$10,118.27
ABATEMENT CONTRACTOR- Walsh Certirfied Consultants	$3,000.00	$0.00	$3,000.00
ABATEMENT CONTRACTOR-CGI	$13,230.00	$0.00	$13,230.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$7,767.04	$0.00	$7,767.04
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$120.00	$0.00	$120.00
LATE FEES (10% of Inspection Fees):	$12.00	$0.00	$12.00
Code Enforcement Staff Costs	$45,008.45	$0.00	$45,008.45
Health Distric Staffing Costs	$13,216.00	$0.00	$13,216.00
Tools , Supplies, and Miscellaneous costs	$2,995.55	$0.00	$2,995.55
Storage Containers	$2,169.60	$0.00	$2,169.60
Security	$856.80	$0.00	$856.80
TOTAL OUT-OF-POCKET COSTS:	$123,925.71	$0.00	**$123,925.71**
CIVIL PENALTIES- No Civil Penalties to be Assessed.			
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$123,925.71**

Property Value Per Zillow.com: $128,546.00 **As of: 1/15/2013**

STAFF RECOMMENDATION:

That the City Council approve the expense report and assess all out-of pocket expenses and civl penalties as a lien agains the property. In addition request the City Council order that the cost of abating the public nuisance be made a personal obligation of the property owner and by directing the City Attorney to collect the costs of abating the nuisance (including reinspection fees) and interest thereon by use of all appropriate remedies.

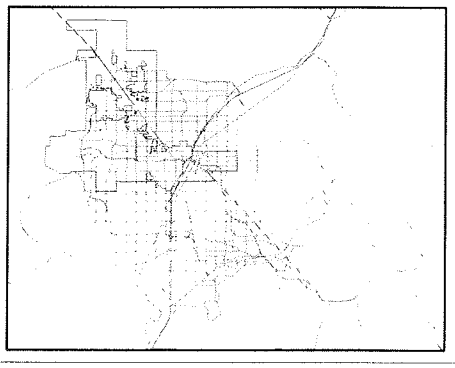
9517 GOLD BANK DRIVE
CROSS STREETS - DEL WEBB//SUNCITY

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

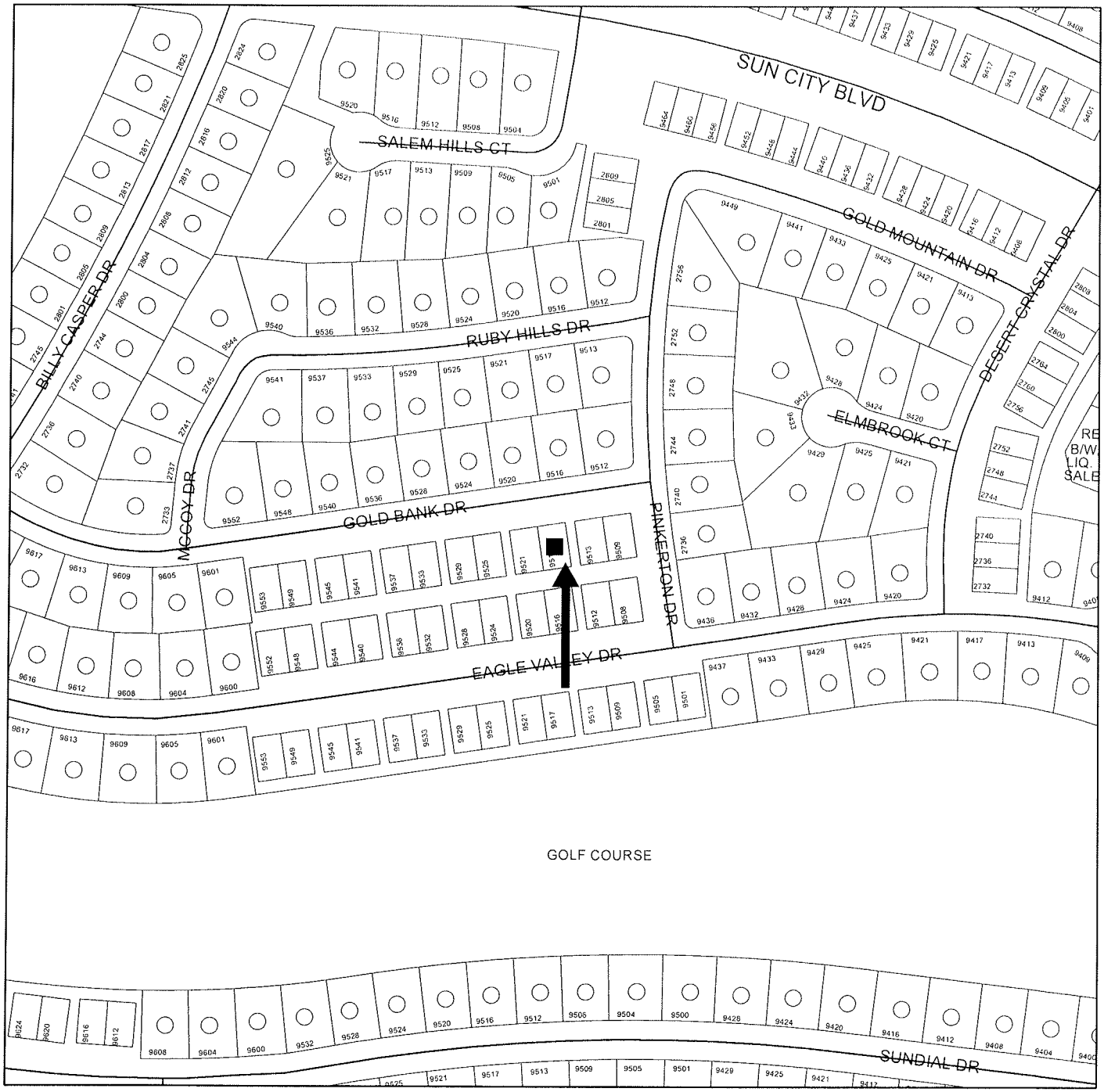
Geographic Information System

Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

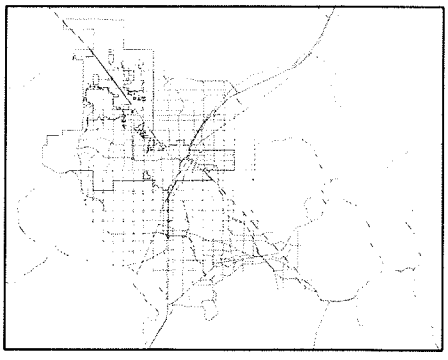
9517 GOLD BANK DRIVE
CROSS STREETS - DEL WEBB//SUN CITY

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 – Code Enforcement Division

CC: File

Date: January 31, 2013

Re: Report of Expenses for the abatement of nuisance located at 9517 Gold Bank Drive - Ward 4 (Anthony)

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 health and safety violations consisting of refuse, waste, and items covered with cat feces and urine from interior and exterior of residence, and demolishing the interior. The abatement was completed by contractors, etc. on November 30, 2012 at a cost of $123,925.71, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Code Enforcement staffing costs.	$45,008.45
Health District staffing costs.	$13,216.00
Tools and Supplies.	$2,995.55
Storage containers	$2,169.60
Got Junk – Removal of all refuse/debris/feces	*$25,432.00
Testing – Walsh Certified Consultants, Inc.	*$3,000.00
Security	$856.80
Pest Control (Pitbull Pest Control)	*$10,118.27
CGI – Interior Demolition	*$13,230.00
15% Administration Costs (Contractor Work Only)*	$7,767.04
Reinspection Fees (w/late fees):	$132.00
TOTAL AMOUNT DUE:	**$123,925.71**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$0**
MAXIMUM TOTAL:	**$123,925.71**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O KENNETH EPSTEIN
PROPERTY ABATED:	9517 Gold Bank Drive
	Las Vegas, NV 89134
ASSESSOR PARCEL:	138-18-710-121
LEGAL DESCRIPTION:	SUN CITY SUMMERLIN-UNIT 22
	PLAT BOOK 46 PAGE 42
	LOT 48 BLOCK 2

MWB:ld

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 2013

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, FEBRUARY 20, 2013,** at the hour of **1:00 P.M.** in the City Council Chambers, 495 South Main Street, 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 **9517 Gold Bank Drive – Case No. 118092**. The Director of Building and Safety certifies that the sum of **$123,925.71** was expended. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O KENNETH EPSTEIN – Ward 4 (Anthony)**

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
495 S. MAIN STREET
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 # 118092

9517 GOLD BANK DR - Map # 02115-67 Parcel 13818710121

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
9517 GOLDBANK DR
LAS VEGAS, NV 89134-7820

Zoning Information: P-C(PLANNED COMMUNITY)

Case Comments: Kenneth has many things on front patio and back. Venny 232-3339 or 362-9496 HOA contact

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: August 06, 2012 Ward: 4

Date Case Resolved: December 20, 2012 Source: CITZ

Property Info/Status: HOA: Y Vacant: Y Foreclosure: Y Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-008L12: HC-1001.2 INADEQUATE SANIT. 12
10/1/12 OPEN Entire property and interior of house.

Remove all refuse, waste, food, cat feces, storage that is harborage for insects, vermin or rodents from all areas of exterior and interior of property.
Remove refuse, waste from all areas of property and interior of house. Property is currently substandard and is creating a hazardous conditions to adjacent and surrounding properties.

AB-008L15: HC-1001.2 INADEQUATE SANIT. 15
10/1/12 OPEN Entire property and interior of house.

Remove all refuse, waste, food, cat feces, storage from all interior and exterior areas of proptery that is creating a health hazard to neigbhoring properties.
Remove refuse, waste from all areas of property and interior of house. Property is currently substandard and is creating a hazardous conditions to adjacent and surrounding properties.

AB-008S1: HC-SEC 1001.9 FIRE HAZARD
9/27/12 OPEN Entire property including interior of house.
All areas of property must have safe ingress and egress. Remove all refuse, waste, storage, food, from all areas of house.

AB-008T: HC-SEC 1001.11 HAZ PREMISES
10/1/12 OPEN Entire property and interior of house.

Remove all refuse, waste, food, cat feces, storage from all areas of exterior and interior of property that are creating a hazard to surrounding properties.
Remove refuse, waste from all areas of property and interior of house. Property is currently substandard and is creating a hazardous conditions to adjacent and surrounding properties.

AB-008X: HC-SEC 1103 VACATE ORDER
10/1/12 OPEN House & All areas of property.
Due to Health Hazard conditions property must be vacated immediately.

AN-001: 9.04.010 (2) BUILDING VIOL
9/27/12 OPEN Entire property including interior of house.

Remove refuse, waste from all areas of property and interior of house. Property is currently substandard and is creating a hazardous conditions to adjacent and surrounding properties.

AN-003: 9.04.010 (4) REFUSE & WASTE

10/1/12 OPEN Entire property including interior of house.

Remove refuse, waste from all areas of property and interior of house. Property is currently substandard and is creating a hazardous conditions to adjacent and surrounding properties.

Chronology of Events:

August 08, 2012 **Insp#: 1308942**

22)8-8 Spoke to Kenneth, he is going through boxes and trying to clean up his house. Will check back on Tuesday. He says Friday is trash pickup day and will put trash out for pickup

August 14, 2012 **PHONE CALL**

HOA Vinny called 232-3339 stated there was an HOA meeting at 1pm today. He gave METRO Kathy Perkins he asked if i would speak to her regaring Epstein issue.

August 15, 2012 **PHONE CALL**

I spoke to Kathy Perkins with metro 828-4305 I explained to her issues with Kenneht cleaning courtyard and than allowing it to build back up and cleaning it again. I will continue to monitor

August 15, 2012 **Insp#: 1310033**

22)8-15 Met with Kenneth today took photos of house. It is right on the boarder of clutter. He said it will be cleaned trash day is Friday I will check on monday.

August 20, 2012 **Insp#: 1313476**

22)8-20 Pictures of property will speak with Tony about assisting Kenneth with dumpster to finally get all trash gone.

August 30, 2012 **Insp#: 1314908**

22)8-30 Tony, Vicki and myself met with Kenneth. Since my last visit there is about 50% more junk boxes, trash outside storage accumilated on his front and back patio. Tony, Vicki and I expressed to Kenneth the violations of removal of trash debris, piled boxes, empty storage containers of trash all spoild food items needed to be cleaned removed by Tuesday Sept 4. pictures taken.

September 04, 2012 **Insp#: 1320892**

22)9-4 Pile of trash on curb for pickup. Pictures taken. The front court yard has is cleaner than last week. I will check next Tuesday.

September 11, 2012 **Insp#: 1321850**

22)9-11 Went by this morning (Tuesday). Kenneth was setting boxes out for the trash to pickup. Will check back this afternoon (this afternoon was raining very hard,flash flood warnings. I will check property tomorrow.

September 12, 2012 **Insp#: 1325584**

22)9-12 Back patio clean . Yesterday was flash flooding and Republic Service didnt pick up everything. Trash day is Friday. I will call back Monday.

September 17, 2012 **Insp#: 1326128**

22)9-17 Met with Kenneth explained about next week and a dumpster being delivered.This is Kenneths opportunity to finally clean all front and back patios of all trash and debris from his yards. If he had time to remove any trash from inside the house also. Call back Monday.

September 24, 2012 **Insp#: 1327960**

22)9-24 Dumpster delivered met with Kenneth. Explained I will check on him everyday. He is to go throught everything in the front patio area.Told him areas to start cleaning like next to his trash can area and dump all the recycle bins in to dumpster. Call back tomorrow.

September 25, 2012 **Insp#: 1331238**

22)9-25 Some trash in dumpster, I believe there should be more. I expressed to Kenneth that more should be in dumpater since the dumpster has been infront of his house since yesterday. I told him to remove any and all trash and junk from under the patio table. I will check back tomorrow.

September 26, 2012 **Insp#: 1331841**

22)9-26 Trash and junk still n court yard and now some boxes starting to pile on back patio. Told Kenneth to stop making more of a mess that he needed to clean up what is out side. I will check again tomorrow.

September 27, 2012	**Insp#: 1332938**
	22)9-27 Dumpster was gone when I pulled up to the house. Kenneth stated that Republic Services just picked it up. He stated he was putting trash in dumpster when they arrived. The front courtyard area was cleaner but not all trash was removed. I expressed to Kenneth that this area should have been cleaned. He stated that tomorrow is Friday and that it is a scheduled trash pickup day and he would have both patios cleaned. I told him I will be back on Monday Oct 1.
October 01, 2012	**MEETING**
	Met with Fire Inspector Timothy Stickler(229-0348) and SNHD Vector Control Specialist Ignacio Leycegui(759-0682). See inspection notes
October 01, 2012	**NOTICE AND ORDER REQUEST**
	post notice and order/handed to kenneth
October 01, 2012	**NOTICE AND ORDER ISSUED**
October 01, 2012	**Insp#: 1334890**
	22)10-1 Met with Fire Inspector Timothy T. Stickler and Soughern Nevada Health District Enviormental Health Specialist II Ignacio Leycegui, Stickler. Kenneth was in the front patio when we arrived. I asked Kenneth if we could enter his house. He stated yes, but we would not get too far into the house. He opened the front door opened maybe a fourth of the way due to boxes, trash and junk stacked from floor to celing. I took several photos and saw 4 cats. Kenneth stated he might have a dozen or so of cats in the house. Stickler asked how kenneth got into the house he stated he could make his way back. Leycegui was there to confirm rodents/bugs but due the only 1 foot entrance into the house he could only give an estimation of infestation.72 hour call back set for Oct 4 at 3pm.
October 02, 2012	**RESEARCH**
	Contacted water district states water is on at this house.
October 02, 2012	**RESEARCH**
	Email from Ed Brooks with NV Energy Power is still on.
October 02, 2012	**PHONE CALL**
	I called James Epstein.brother 553-5086 lives in new york. he stated to vicki earlier that there is an aunt living in vegas. posible airlooms in house. i called james left voice mail requesting more information on aunt and possible family items inside house
October 02, 2012	**PHONE CALL**
	I spoke to brother James 315-364-5349 or personal cell 553-5086 he stated there might be some money,a safe, antiques he gave me his aunts number Rose 872-1376 i will contact rose
October 02, 2012	**PHONE CALL**
	I spoke to Aunt Rose 873-1376 I explained abatement that will occure on friday. she stated she will be there to assist looking for faimily items. worried about kenneths well being and says there will possible be over 70 cats.
October 03, 2012	**MEETING**
	Vicki Ozuna and I met with Southern Nevada Adult Mental Health Service Dar Eaves 486-8336 and Michelle Guerra 486-0931, Lisa Morris and Harry Williams from Neighborhood Services, and Zachery Collins with CLV Fire Pervention today at Kenneths house. Kenneth was upset regarding the group and did not believe that he needs any mental assiatance. He will be home on Friday when the abatement will take place. Vicki and I also spoke to the west ajoining neighbor Brenda. She does have concerns regarding rodents,outside smells. I told her about the cities activity on Friday.
October 03, 2012	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 10/1/12
October 04, 2012	**RECORDED DOCUMENT**
	work on declaration and exibits. complete forward to vicki and mike.
October 04, 2012	**PHONE CALL**

	Spoke to Rose (Aunt) 873-1376 she stated due to her age and condition she will not be able to be at the cleanup all day tomorrow. She mentioned that Kenneth is very wealthy close to one million dollars with financial planner and Nevada State bank account. She is concerned for his wellbeing adn has tried to get Kenneth assistance in the past. He has been a hoarder for over 15 years throughout many cities in US. Kenneth does not like to spend any money but definately needs mental health.
October 04, 2012	**INSEPCTIN-ASST ADDN'L OFFICER**
	35)went to Fire Station 1 at the direction of Mike Bouse to pick-up affidavit from Bob Fash
October 05, 2012	**Insp#: 1343414**
	22)10-5 Arrived at location served Kenneth with warrant. Metro on site along with Mike Bouse, Vicki Ozuna, Todd Friley, Henry Lujan, Zachary Collins, Vivek Raman, Andy Channey, Michelle Guerra from mental health,Lisa Morris, 1800gotjunk team, and myself. All inspected front courtyard and rear patio. Abatement was started on the back patio where about 50% of items removed. Seeing that rear door entry was not possible abatement began on the front courtyard. Items removed were all spider, ant, and roach infested cushins,clothing, footware, bedding, wood, trash, empty boxes, plastic bins, out door furniture, all food items and more. Also any item weather damange or rain damage trash was removed. The front door was removed from the hinges to allow access into the house. Items removed from inside the house were infested with spiders, roaches or items that were soiled with cat feces/urine or human waste. At the end of the day The court yard was cleaned and 3 (three) feet into the house. A total of 5 truck loads were removed along with 1 dead cat. 9 cats (one Mom and 8 kittens) Kenneth gave to his cousin Nancy. She took the animals to the Animal Foundation.
October 06, 2012	**Insp#: 1343417**
	22)10-6 Continue with abatement Starting inside the front foyer of the house all trash thrown away were items, clothing, and food infested with roaches, spiders, and cat feces/urine.At the end of the day one frigerator removed (with spoiled food contents inside).About 8 feet into the house living room area and about 5 feet into the kitchen. 5.5 tons of trash was removed along with 5 dead cats.
October 07, 2012	**Insp#: 1343420**
	22)10-7 Continue with abatement The living and kitchen were cleaned.Three refrigerators removed, 21 live cats, 7.5 tons of trash. All items thrown away were trash, clothing and food infested with roaches, spiders, cat feces/urine.
October 08, 2012	**NOTICE AND ORDER ISSUED**
October 08, 2012	**Insp#: 1343432**
	22)10-8 Continue with abatement Area clean today was hallway leading towards the garge,and two feet into the master bedroom. All items thrown away were trash, clothing and food infested with roaches, spiders, cat feces/urine. 3 live cats, 3 dead cats,and 4 tons of trash were removed.
October 09, 2012	**Insp#: 1343438**
	22)10-9 Continue with abatement. vinyl flooring in kitchen, Carpet in the living room. Two trucks in the driveway and the contents in the garage door along with another toyota 2 door.one dishwasher 7 tons of trash were removed. All items thrown away were trash, clothing and food infested with roaches, spiders, cat feces/urine.
October 10, 2012	**Insp#: 1343441**
	22)10-10 Continue with abatement. Included second bedroom, second bathroom, laundry room, and master bathroom. all cabinets in kitchen along with stove and dishwashere. All items thrown away were trash, clothing and food infested with roaches, spiders, cat feces/urine. 6 tons of trash
October 11, 2012	**Insp#: 1343444**
	22)10-11 Continue with abatement. Masterbed room and crawl space in the attic (approx 700 sqft) all cubbards and washer and dryer were removed 7 live cats and 6 dead cats, one stove/oven. 6 tons of trash
October 12, 2012	**Insp#: 1343446**
	22)10-12 Continue with abatement The rest of all items from bedroom, living room, garage, and front and back patio were removed. All items thrown away were trash, clothing and food infested with roaches, spiders, cat feces/urine. House was completely emptyed and 4 storage containers were secured of household items to be kept.

October 13, 2012	**Insp#: 1343448**	
	10-13 Mike Bouse was on site with Pitbull Pest Control Co. while they tented the complex and 4 shipping containers	
October 15, 2012	**Insp#: 1343463**	
	22)10-15 report on photos and documenting items removed from property.	
October 16, 2012	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 10/17 @ 3 pm.	
October 16, 2012	**Insp#: 1343524**	
	22)10-16 Continue working on reports and documentation. Met with SNHD Vivek Raman and Enviornmental hygene Dale to discuss next step of removal of drywall and A/C heating unit.	
October 17, 2012	**Insp#: 1343526**	
	22)10-17 Continue revising report/case	
October 17, 2012	**Insp#: 1337369**	
	22)10-4 No change to property. Affidavit/Declaration from Fire Dept. Timothy Stickler, SNHD Ignacio Leycegui and myself completed. Leycegui and I met with City Attorney Ben Little. We took Search Warrant request to Judge Cynthia Leung which she signed. A meeting with, Ben Little(City Attorney),David Riggleman(City PIO), Vivek Raman, Donna Houston, Ignacio Leycegui (SNHD), Harry Williams (Neighborhood Svc), Becky and Anthony Riegerro (Council 4 leisan)Tom 1800gotjunk, Mark Zackariah (Animal Control), Zack Collins and ------ (Fire Dept) Vicki, Mike and myself.We spoke of the warrant being issued tomorrow at 8am and everyones role in abatement.	
October 22, 2012	**PHONE CALL**	
	Pam attorney for Kenneth called 378-7777cel or 222-0021office. I gave her Ben Littles number 229-6201 for any of her questions.	
October 22, 2012	**PHONE CALL**	
	venny called 362-9496 wanting to know why storage containers still on street and when they will be moved. told him there are legal issues and pods will be removed when they get moved	
October 24, 2012	**MEETING**	
	Mike Bouse, Vicki Ozuna and I met with Brad Jerbic, Ben Little, Vevik Raman(SNHD)Dale with Hygentist. Discussed next steps for items stored and how contaminated inside of house is. will meet on site this afternoon at 1:30	
October 24, 2012	**MEETING**	
	Met with Mark Gardian, Joe Cousin,Mike,Vicki,Vevik, and rep from Habitat for humanity. Discussed removing items in 4 storage containers. Mark should be making a dicission tomorrow,.	
October 29, 2012	**BID PREPERATION**	
	Bid prep	
October 29, 2012	**BID REQUEST SENT**	
	RFQ sent to contractor. Bid due 11-5.	
October 29, 2012	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 10/8/12	
October 31, 2012	**Insp#: 1343531**	
	22)10-31 Post warrant for removal of drywall extension.	
November 05, 2012	**BID RECEIVED**	
	Recorded & scanned bid received.	
November 05, 2012	**ADMINSTRATIVE**	
	PO Requested. Pending MB approval.	
November 06, 2012	**ADMINSTRATIVE**	
	Award letter send to CGI. Pending start date.	

November 06, 2012	**VIDEO REQUEST**
	Before video requested from #19
November 06, 2012	**AWARD OF BID**
November 06, 2012	**AWARD OF BID**
November 06, 2012	**Insp#: 1351211**
	22)11-6 preabatement photos
November 07, 2012	**Insp#: 1352236**
	22)11-7 Abatement contractor on site. picture taken of wholes.
November 20, 2012	**Insp#: 1353468**
	22)11-20 Vicki and i went out to house to cut lock off of garage door and replace and give key to cousin mark
November 26, 2012	**Insp#: 1358815**
	22)11-26 met with mike and contractor and discussed fixing broken window and tieing off open electrical lines. will return when job is completed to pick up keys
November 27, 2012	**Insp#: 1360226**
	22)11-27 met with Tom Gage walked through house he suggested to seal master bathroom sink drain and second bath drain. also he called NV Energy to have meter disconnected or removed. i will contact contractor for those items
November 29, 2012	**Insp#: 1361105**
	22)11-29 Contractor Pedro with CGI 336-5595 stated all work has been completed. I took photos. met Pedro at office. Chris Knight signed off on Demo final.
December 10, 2012	**ADMINSTRATIVE**
	Recorded & scanned invoice received from CGI. Paperwork given to #19
December 20, 2012	**Insp#: 1362622**
	22)12-20 Per Mike, CASE CLOSED

APN 138-18-710-121

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O KENNETH EPSTEIN
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-18-710-121**
Commonly known as: **9517 Gold Bank Drive**
Legal Description: **SUN CITY SUMMERLIN-UNIT #22**
PLAT BOOK 46 PAGE 42
LOT 48 BLOCK 2

On **November 30, 2012**, 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 **$123,925.71** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. The Las Vegas City Council, at a duly noticed public hearing held on **February 20, 2013** ordered the above Actual Cost in the amount of **$123,925.71**, 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.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
495 South Main Street
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 _____, 2013

_____
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 #118092

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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 125 South 15th Street for fees in the amount of $2,384.50 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $22,034.50. PROPERTY OWNER: JOSE LUIS & ANTONIA BARRIENTOS - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,384.50
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

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 and dead vegetation, and apply herbicide. To date, there have been ten (10) inspections conducted at this location. The estimated value of the property based on Zillow.com is $45,784.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,270 invoice for Weaver Construction, $190.50 administrative fee, and $924 in reinspection fees (including late fees) for a total of $2,384.50 to be recorded immediately, and assess a maximum of $19,650 in daily and failed inspection civil penalties to be recorded on or after July 7, 2013.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Information Report
3. Location Maps
4. Report of Expenses
5. Contractor Disclosure
6. Notice of Public Hearing
7. Chronological List of Events
8. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 20, 2013
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 125 South 15th Street for fees in the amount of $2,384.50 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $22,034.50.
PROPERTY OWNER: JOSE LUIS & ANTONIA BARRIENTOS – Ward 3 (Coffin)

Weaver Construction completed work on December 24, 2012 at a cost of $1,270. In addition, $924 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $2,384.50 in out-of-pocket expenses.

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 Las Vegas Municipal Code Title 9 Health and Safety Code 9.04.100, 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.

CODE ENFORCEMENT AGENDA ITEM INFORMATION SHEET

Ward: 3 Councilman Coffin

125 S. 15th St. **Description: R-3 SFR/Vacant**

Major Cross Streets: Fremont/Maryland Zip Code: 89101

Foreclosure: No

Default Rescission Filed 11/16/2011

Registration Status:
Meets Registration Status Yes_____ No: X
Registered: Yes_____ No_____
Lender Notified: Yes_____ No_____

Current Owner **Since**
Jose Luis & Antonia Barrientos 12/4/2008

Case Opened: 5/17/2012
Notice & Order Issued: 6/26/2012
Case Closed: 1/8/2013

Certified Mail Receipt Signed By: Owner X Agent ____ Returned ____

# of Inspections Completed: Total (10); Failed (6) ; Status Check (3); Passed (1)

Abatement Started: 12/21/2012 **Abatement Completed: 12/24/2012**

Abatement of: Removal of all high grass/weeds, refuse, waste and securing of open doors and windows.

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT CONTRACT PRICE	$1,270.00	$0.00	$1,270.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$190.50	$0.00	$190.50
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$840.00	$0.00	$840.00
LATE FEES (10% of Inspection Fees):	$84.00	$0.00	$84.00
TOTAL OUT-OF-POCKET COSTS:	$2,384.50	$0.00	**$2,384.50**
CIVIL PENALTIES	$150.00		
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	$19,500.00	$0.00	$19,500.00
TOTAL LATE FEES & CIVIL PENALTIES	$19,650.00	$0.00	**$19,650.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$22,034.50**

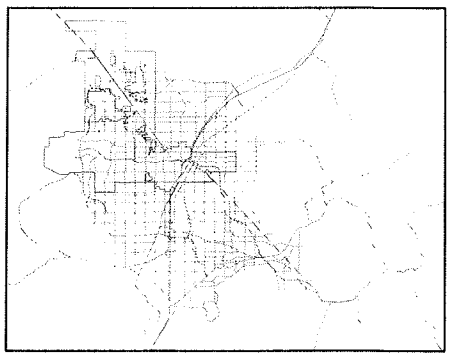
Property Value Per Zillow.com: $45,784.00 **As of: 1/14/2013**

STAFF RECOMMENDATION:
THAT THE CITY COUNCIL APPROVE THE EXPENSE REPORT AND ASSESS ALL OUT-OF-POCKET EXPENSES AND CIVIL PENALTIES AS A LIEN AGAINST THE PROPERTY.

125 SOUTH 15TH STREET
CROSS STREETS - BRUCE//FREMONT

City of Las Vegas Vicinity Map





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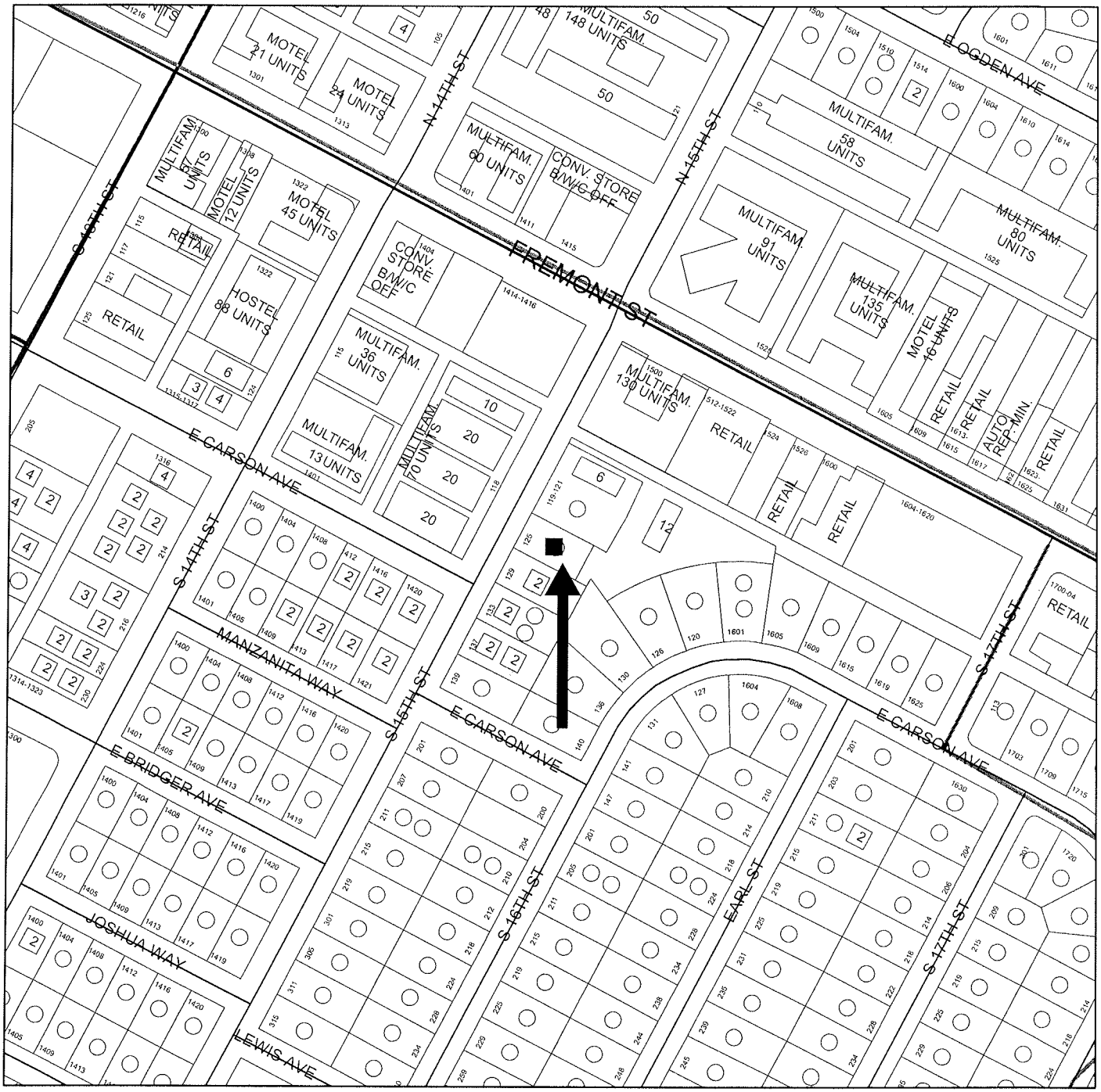
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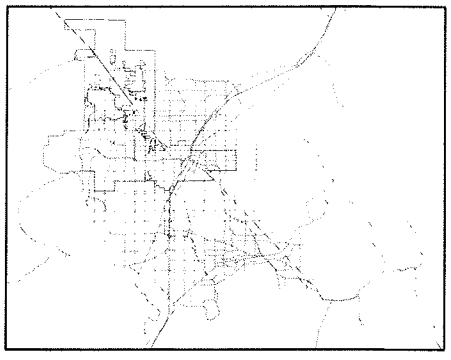
GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

125 SOUTH 15TH STREET
CROSS STREETS - BRUCE//FREMONT

City of Las Vegas Vicinity Map





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Geographic Information System
Planning & Development Dept
702-229-6301

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: January 31, 2013

Re: Report of Expenses for the abatement of nuisance located at 125 South 15th Street - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, high and dead vegetation, and applying herbicide. The abatement was completed by Weaver Construction on December 24, 2012 at a cost of $1,270.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$420.00
Remove all trash and debris.	$650.00
Remove all high and dead vegetation, and apply herbicide.	$200.00
AMOUNT DUE:	$1,270.00
Administrative Processing Fee:	$190.50
Sub-Total:	$1,460.50
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$2,384.50**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,650.00**
MAXIMUM TOTAL:	**$22,034.50**
OWNER OF RECORD	JOSE LUIS & ANTONIO BARRIENTOS
PROPERTY ABATED:	125 South 15th Street
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-35-314-021
LEGAL DESCRIPTION:	MAYFAIR TRACT #1
	PLAT BOOK 2 PAGE 30
	LOT 17 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

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 2013

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, FEBRUARY 20, 2013,** at the hour of **1:00 P.M.** in the City Council Chambers, 495 South Main Street, 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 **125 South 15th Street – Case No. 114599**. The Director of Building and Safety certifies that the sum of **$2,384.50** was expended and Civil Penalties in the sum of **$19,650.00** may be imposed for a total of **$22,034.50**. Owner of record at time of abatement: **JOSE LUIS & ANTONIA BARRIENTOS – 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
495 S. MAIN STREET
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 # 114599

125 S 15TH ST - Map # 02426-73 Parcel 13935314021

Owner Information:

BARRIENTOS JOSE LUIS & ANTONIA
3668 FLORRIE AVE
LAS VEGAS, NV 89121-3212

Zoning Information: R-3(MEDIUM DENSITY RESIDENTIAL)

Case Comments: The property is abandoned, has lots of garbage and broken windows. Homeless people are sleeping in it and it's causing problems for him to rent his house.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: May 17, 2012

Ward: 3

Date Case Resolved: January 08, 2013

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
5/21/12 OPEN Residence
Secure all structures to City of Las Vegas specifications. Secure all doors, windows, and openings.

AN-003: 9.04.010 (4) REFUSE & WASTE
5/21/12 OPEN Entire Property
Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
5/21/12 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
5/21/12 OPEN Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

Chronology of Events:

May 21, 2012 **RESEARCH**

33) Found House is Possible foreclosure through Wells Fargo documents printed, will mail notices to Mediation and Wells Fargo, along with e-mail to Wells Fargo.

May 21, 2012 **RECORDERS RESEARCH**

33) Located Foreclosure paperword, copies made.

May 21, 2012 **MERS INFORMATION RESEARCH**

33) Nothing located in MERS.

May 21, 2012 **Insp#: 1272892**

33) Transient sleeping in front yard, front door unsecure, back doors open, unable to secure, high and dead vegetation, and refuse through out the property. Will also research and prepare for Notice and order.

May 21, 2012	**CORRECTION NOTICE ISSUED**	
May 24, 2012	**PHONE CALL**	
	COMPLAINANT JOSE LARA MARTINEZ OF 129 15TH ST. TO FIND OUT STATUS-NUISANCE CAUSING VAGRANTS FROM THIS ADDRESS TO VANDALIZE HIS PROPERTY.	
May 31, 2012	**Insp#: 1273439**	
	33) Failed inspection, photo's taken, no contact from the owner, will begin research for Notice and order. Assessed fines.	
May 31, 2012	**CORRECTION NOTICE ISSUED**	
June 11, 2012	**PHONE CALL**	
	Please contact Rodrigo Delarca @ 764-9431. Rodrigo would like status as the problem at property is affecting their property.	
June 20, 2012	**PHONE CALL**	
	33) Left another message for complainant Radrigo 764-9421, left cell number to call, advised status of case.	
June 20, 2012	**RECORDERS RESEARCH**	
	33) Recorders Office shows Default in 2011, and Recision, and see notes from owner.	
June 20, 2012	**TREASURER INFORMATION RESEARCH**	
	33) Shows in the owners information.	
June 21, 2012	**OFFICER NOTE**	
	33) Added Wells Fargo and TD Services to the CC mail for the Notice and Order Mailings.	
June 21, 2012	**SEWER INFORMATION RESEARCH**	
	33) No different information listed in sewer.	
June 25, 2012	**PHONE CALL**	
	td) complaint called once more regarding this case; wants bank information so that the neighbors could call bank to get results; referred to office handling this case; will call this afternoon after 3pm to speak with the officer regarding the vagrants, break-ins, etc. from the complaint. complaintant: Rodrigo @ 702-764-9421.	
June 26, 2012	**NOTICE AND ORDER PROCESSING**	
	21)refer file to 33 for posting all mailings done	
June 26, 2012	**NOTICE AND ORDER ISSUED**	
June 27, 2012	**Insp#: 1278441**	
	33) Met with Metro Officer Dansfield and Soloman, Secured best I could with Officers due to finding transients in property, Posted notice on front window, Officers removed 9 shopping carts, Affidavit completed call back set for 07/09/12.	
July 09, 2012	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 6/26/12	
July 09, 2012	**Insp#: 1291183**	
	33) Some clean up is done but is still open and accessible, No contact from old owner, was White nissan in driveway but no one around. NV/443VKL, sent to 21 to have him run, to see if owner. Will check to see where to go from here.	
July 16, 2012	**MEETING**	
	21) listed owner jose barrientos came to office. filed BK was discharged 8/24/2011. scanned copy of bk into case. all fees will be assesed to bank- wells fargo.	

July 16, 2012	**Insp#: 1295193**	
	33) moving forward with abatement, registered owner of the vehicle is not the property owner, placed tow sticker on vehicle, front of property is still clean, rear is still dirty, and property is still not secure.	
July 17, 2012	**TREASURER INFORMATION RESEARCH**	
	33) No new information in Treasurers site.	
July 17, 2012	**MERS INFORMATION RESEARCH**	
	33) No new information in MERS.	
July 17, 2012	**SEWER INFORMATION RESEARCH**	
	33) No new information in sewer billing.	
July 17, 2012	**RECORDERS RESEARCH**	
	33) Only new information in Recorders is the Notice and Order.	
July 17, 2012	**BID REQUEST BY OFFICER**	
	33) Case Forwarded to 21 to start abatement bids. Abatement bid sheet done and attached to case.	
July 18, 2012	**BID REQUEST BY OFFICER**	
	21)refer file to office staff JR for contractor bids	
July 19, 2012	**BID PREPERATION**	
	Bid prep	
July 19, 2012	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 7/25	
July 30, 2012	**PHOTO & DOCUMENT ELECT MGT**	
	33) EB	
July 30, 2012	**Insp#: 1298672**	
	33) Appears someone is cleaning the rear yard, front yard is same. Is still open and accessible, is now a red Honda in the driveway, left business card on vehicle to remove or contact to avoid being towed. Photo's entered into case.	
August 01, 2012	**DIRECTIVE**	
	21)cgi bid of 330 not valid- can not do the work for that amount. refer to next lowest bidder.	
August 02, 2012	**BID RECEIVED**	
	Recorded & scanned bid received: 1)Weaver=$1270	
August 02, 2012	**ADMINSTRATIVE**	
	Bid approval given to #21	
August 02, 2012	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #33 for posting	
August 02, 2012	**10 DAY BEFORE ABATEMENT NOTICE**	
August 06, 2012	**PHOTO & DOCUMENT ELECT MGT**	
	33) EB	
August 06, 2012	**Insp#: 1305635**	
	33) No change in the property, still open and accessible, still refuse in pile in the rear. Photo's taken, posted notice on front window, completed affidavit.	

August 16, 2012	**Insp#: 1308525**
	33) Photo's taken will start and finish paperwork to finish abatement. Spoke with neighbor who has been parking truck on property and was doing clean up to stop homeless from coming on property. Photo's put in EB.
September 17, 2012	**PHOTO & DOCUMENT ELECT MGT**
	33) EB
September 18, 2012	**MERS INFORMATION RESEARCH**
	33) No MERS information found in MERS.
September 18, 2012	**SEWER INFORMATION RESEARCH**
	33) No new information recorded against the property.
September 18, 2012	**TREASURER INFORMATION RESEARCH**
	33) No new information recorded.
September 18, 2012	**OFFICER NOTE**
	33) No contact from Wells Fargo owner has filed bankruptcy. Suggest going forward with cleaning and securing
September 18, 2012	**PROCEED WITH ABATEMENT**
	33) Case forwarded to 19 for abatement.
October 11, 2012	**PHOTO & DOCUMENT ELECT MGT**
	33) EB
December 06, 2012	**ADMINSTRATIVE**
	PO requested. Pending MB approval
December 10, 2012	**PROCEED WITH ABATEMENT**
	21)refer to jr to proceed
December 17, 2012	**Insp#: 1314124**
	21)PHOTOS IN F DRIVE TONYS: PROPERTY OPEN/ACCSESSIBLE, WEEDS,DEBRIS RARYARD. REFER TO WEAVER CONSTRUCTION FOR ABATEMENT.
December 18, 2012	**BID AWARDED TO CONTRACTOR**
	Award letter sent to Weaver
December 18, 2012	**VIDEO REQUEST**
	Before Video requested from #21
December 18, 2012	**AWARD OF BID**
December 20, 2012	**PRE-ABATEMENT VIDEO**
	21)PHOTOS IN F DRIVE- TONYS
December 27, 2012	**VIDEO REQUEST**
	After video request from #21
January 07, 2013	**Insp#: 1372066**
	21)photos in f drive- property secure, yards cleaned/ close
January 08, 2013	**POST-ABATEMENT VIDEO**
	21)photos in f drive tonys- job completed on 12/24/12- vaca
January 08, 2013	**ADMINSTRATIVE**
	Invoice scanned & recorded. File given to #19

19) Reviewed case, processed informational sheet. File to LD for rest of agenda processing

APN 139-35-314-021

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOSE LUIS & ANTONIA BARRIENTOS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-314-021**
Commonly known as: **125 South 15th Street**
Legal Description: **MAYFAIR TRACT #1**
PLAT BOOK 2 PAGE 30
LOT 17 BLOCK 1

On **December 24, 2012**, 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 **$2,384.50** 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 **$19,650.00** 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 **February 20, 2013** ordered the above Actual Cost in the amount of **$2,384.50**, 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 **$19,650.00** be assessed against the property by recording a Lien of Assessment on or after **July 7, 2013**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
495 South Main Street
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 _____, 2013

_____
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 #114599

APN 139-35-314-021

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOSE LUIS & ANTONIA BARRIENTOS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-314-021**
Commonly known as: **125 South 15th Street**
Legal Description: **MAYFAIR TRACT #1**
PLAT BOOK 2 PAGE 30
LOT 17 BLOCK 1

On **December 24, 2012**, 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 **$19,650.00** 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 **February 20, 2013** ordered the above charges in the amount of **$19,650.00**, 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
495 South Main Street
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 _____, 2013

_____
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 #114599

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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 1801 Ryan Avenue for fees in the amount of $3,105 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $22,755. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O ALBINA & MANUEL VALENZUELA - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,105
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to board all open doors and windows, remove all trash, debris, dead vegetation, dead tree limbs, high grass, weeds, and apply herbicide. To date, there have been ten (10) inspections conducted at this location. The estimated value of the property based on Zillow.com is $60,049.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,380 invoice for Weaver Construction, $207 administrative fee, and $1,518 in reinspection fees (including late fees) for a total of $3,105 to be recorded immediately, and assess a maximum of $19,650 in daily and failed civil penalties to be recorded on or after August 13, 2013.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Information Report
3. Location Maps
4. Report of Expenses
5. Contractor Disclosure
6. Notice of Public Hearing
7. Chronological List of Events
8. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 20, 2013
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 1801 Ryan Avenue for fees in the amount of $3,105 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $22,755.
PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O ALBINA & MANUEL VALENZUELA – Ward 3 (Coffin)

Weaver Construction completed work on January 11, 2013 at a cost of $1,380. In addition, $1,518 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $3,105 in out-of-pocket expenses.

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 Las Vegas Municipal Code Title 9 Health and Safety Code 9.04.100, 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.

CODE ENFORCEMENT AGENDA ITEM INFORMATION SHEET

Ward: 3 Councilman Coffin

1801 Ryan Ave **Description: R-1 SFR/Vacant**

Major Cross Streets: Bonanza/Bruce Zip Code: 89101

Foreclosure: No

Registration Status:
Meets Registration Status Yes_____ No: X
Registered: Yes_____ No_____
Lender Notified: Yes_____ No_____

Current Owner **Since**
Albina & Manuel Valenzuela 1/3/2008

Case Opened: 7/12/2012
Notice & Order Issued: 8/2/2012
Case Closed: 1/15/2013

Certified Mail Receipt Signed By: Owner____ Agent____ Returned X

# of Inspections Completed: Total (10); Failed (9) ; Passed (1)

Abatement Started: 1/10/2013 **Abatement Completed: 1/11/2013**
Abatement of: Removal of all high grass/weeds, refuse, waste and securing of open doors/ windows.

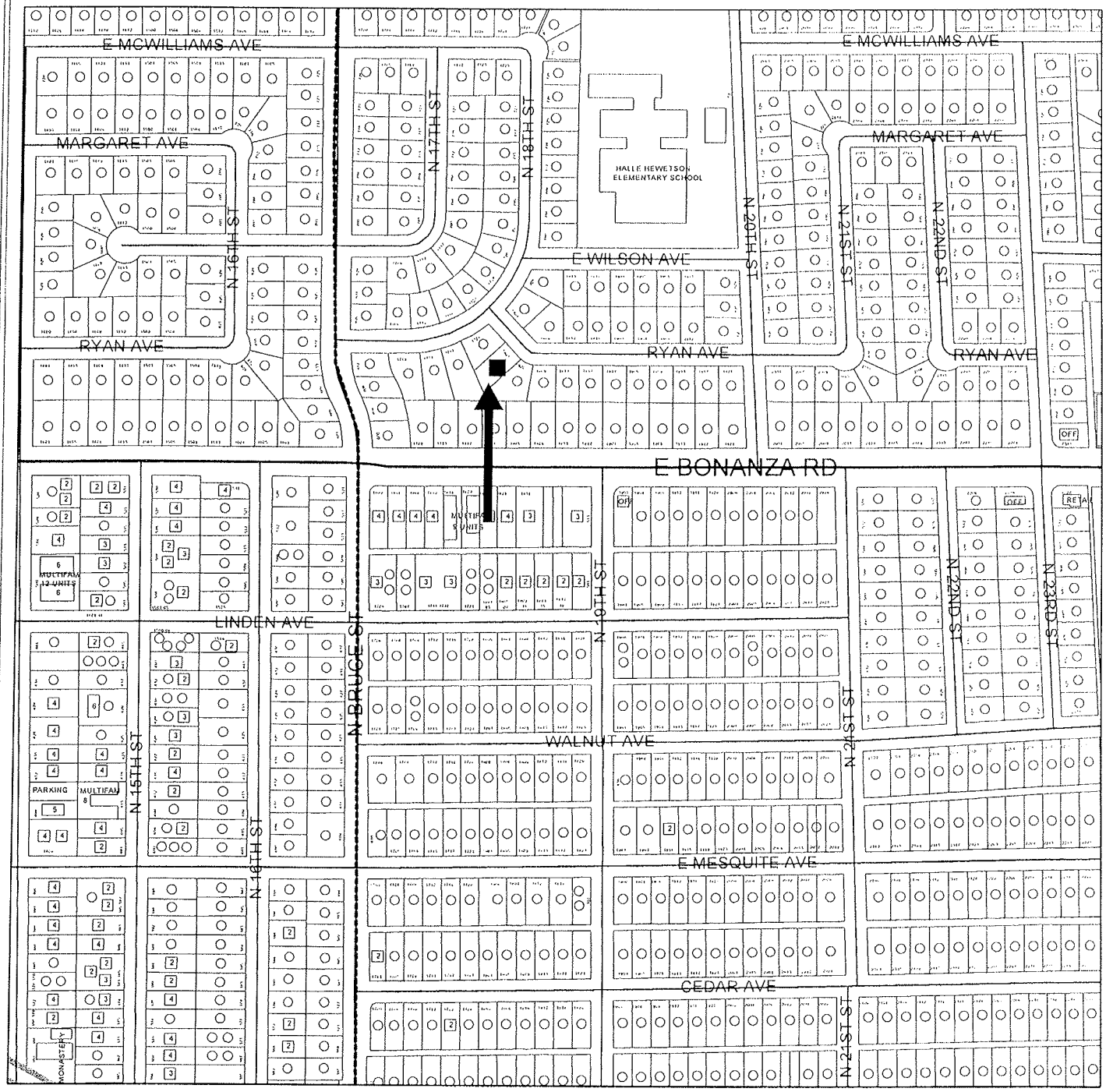
OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT CONTRACT PRICE	$1,380.00	$0.00	$1,380.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$207.00	$0.00	$207.00
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$1,380.00	$0.00	$1,380.00
LATE FEES (10% of Inspection Fees):	$138.00	$0.00	$138.00
TOTAL OUT-OF-POCKET COSTS:	$3,105.00	$0.00	**$3,105.00**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 Ist Failure; $300 2nd Failure; $500 Each Failure Thereafter)	$150.00	$0.00	$150.00
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	$19,500.00	$0.00	$19,500.00
TOTAL LATE FEES & CIVIL PENALTIES	$19,650.00	$0.00	**$19,650.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$22,755.00**

Property Value Per Zillow.com: $60,049.00 **As of: 1/22/2013**

STAFF RECOMMENDATION:
THAT THE CITY COUNCIL APPROVE THE EXPENSE REPORT AND ASSESS ALL OUT-OF-POCKET EXPENSES AND CIVIL PENALTIES AS A LIEN AGAINST THE PROPERTY.

1801 RYAN AVENUE
CROSS STREETS - BONANZA//BRUCE

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

1801 RYAN AVENUE
CROSS STREETS - BONANZA//BRUCE

City of Las Vegas Vicinity Map



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Geographic Information System
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702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: January 31, 2013

Re: Report of Expenses for the abatement of nuisance located at 1801 Ryan Avenue - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, dead vegetation, dead tree limbs, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on January 11, 2013 at a cost of $1,380.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$665.00
Remove all trash, debris, dead vegetation, and dead tree limbs.	$435.00
Remove all high grass, weeds, and apply herbicide.	$280.00
AMOUNT DUE:	$1,380.00
Administrative Processing Fee:	$207.00
Sub-Total:	$1,587.00
Reinspection Fees (w/late fees):	$1,518.00
TOTAL AMOUNT DUE:	**$3,105.00**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,650.00**
MAXIMUM TOTAL:	**$22,755.00**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O ALBINA & MANUEL VALENZUELA
PROPERTY ABATED:	1801 Ryan Avenue
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-26-810-039
LEGAL DESCRIPTION:	GREATER LAS VEGAS ADD TRACT 2
	PLAT BOOK 4 PAGE 87
	LOT 24 BLOCK 8

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

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 2013

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, FEBRUARY 20, 2013,** at the hour of **1:00 P.M.** in the City Council Chambers, 495 South Main Street, 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 **1801 Ryan Avenue – Case No. 117014**. The Director of Building and Safety certifies that the sum of **$3,105.00** was expended and Civil Penalties in the sum of **$19,650.00** may be imposed for a total of **$22,755.00**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O ALBINA & MANUEL VALENZUELA – 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
495 S. MAIN STREET
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 # 117014

1801 RYAN AVE - Map # 02326-96 Parcel 13926810039

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
1801 RYAN AVE
LAS VEGAS, NV 89101-2734

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: vacant house - per HERMAN JAMES

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: July 12, 2012 Ward: 3

Date Case Resolved: January 15, 2013 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
7/17/12 OPEN All points of entry
Secure all structures to City of Las Vegas specifications. Rear slider is shattered, several doors kicked in and not lockable.

AF-001: 16.33.030 REGISTRATION REQ.
7/30/12 OPEN Residence
Registration required.

AF-002: 16.33.060 REQUIREMENTS
OPEN Parcel
Maintenance required.

AN-003: 9.04.010 (4) REFUSE & WASTE
7/17/12 OPEN All areas
Remove all refuse and waste from all areas of property. Maintain at all times. To include loose trash, dead vegetation, glass.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
7/17/12 OPEN All yards
Remove all high grass and weeds over 8 inches from front yard area. Maintain all all times.

Chronology of Events:

July 17, 2012 CORRECTION NOTICE ISSUED

July 17, 2012 Insp#: 1298161

17) I observed an open and accessible residence with high weeds and refuse, no pool no power. Signage posted to call 219-6911 for maintenance, but male that answered stated phone was invalid. Notice postd and mailed to owner.

July 19, 2012 RESEARCH

17) HBSC is last lienholder but they wrote off loan in 2009. Safeguard took off inventory in 2005, per Elyse, 800-852-8306x1662.

July 19, 2012	RESEARCH	
	17) HBSC is last lienholder but they wrote off loan in 2009. Safeguard took off inventory in 2005, per Elyse, 800-852-8306x1662. Left messages with Code Compliance to see if they can research. call 800-852-8306, option1, ext. 3333, or e-mail brandon.kirkham@complianceconnections.com	
July 26, 2012	PHONE CALL	
	17) Spoke to last owner of record, Mr Valenzuela at 462-6560, he stated he had a chapter 7 BK 3 years ago and this property was included. He has no interest in residence and it should not be in his name.	
July 30, 2012	Insp#: 1299393	
	17) Pix, assess fee. No change in condition. research shows there is no interested party. Former owners included in chapter 7 BK and mortgsger, HSBC gave up ownership. Go to N&O.	
July 31, 2012	RESEARCH	
	17) Spoke with Wesley at HSBC, 866-411-3810, option 8, he stated the loan was charged off in 2009 and went back to owner, Valenzuela. His fax: 813-571-8981. I explained to him that 2012 document from recorder does not reflect this information. He forwarded phone for charge off section.	
July 31, 2012	PHONE CALL	
	17) Called 866-609-7070, HSBC charge-off dept, spoke with Pam, she stated she cannot find any record of this account, so left a message with Wesley.	
July 31, 2012	RESEARCH	
	17) Per sewer address for owner of record is: Albina and Manuel Valenzuela, 6269 Chaparosa St, Las Vegas, NV 89141-8561. Added this address to CC mail tab so they will receive N&O at valid address.	
July 31, 2012	CORRECTION NOTICE ISSUED	
August 01, 2012	NOTICE AND ORDER REQUEST	
	17) To 21 with photos	
August 02, 2012	NOTICE AND ORDER ISSUED	
August 02, 2012	Insp#: 1305271	
	34) Post Notice & Order. All violations still exist. Photos. $180 + $150 fee. Call back 8-13.	
August 06, 2012	PHOTO & DOCUMENT ELECT MGT	
	34	
August 09, 2012	CORRESPONDENCE RECEIVED/SENT	
	17) Returned mail to owner Valenzuela mailed regular mail to service address. "unable to forward"	
August 13, 2012	PROCEED WITH ABATEMENT	
	17) To 21 with bid sheet, no change in ownership.	
August 13, 2012	EMAIL SENT OR RECEIVED	
	17) Email sent to Wesley at HBSC with N&O attached.	
August 13, 2012	PHOTO & DOCUMENT ELECT MGT	
	17	
August 13, 2012	Insp#: 1307684	
	17) Pix, assess fee, continue with abatement.	
August 14, 2012	BID REQUEST BY OFFICER	
	21) refer file to JR for bids to abate- secure, clean,vegetation.	

August 14, 2012	BID PREPERATION	
	Bid prep	
August 14, 2012	BID REQUEST SENT	
	RFQ sent to contractors. Bids due 8/20	
August 20, 2012	PHONE CALL	
	17) Returned call to Wesley at HSBC 866-411-3810 (or 813-571-8400). I explained he needed to provide documentation substantiating the charge-off, it is not enough for him to relate it verbally. I was connect with Becky who said she would research and email me.	
August 21, 2012	BID RECEIVED	
	Recorded & scanned bids received: 1)Weaver=$1380; 2)Baldwin=$1942; 3) CGI=$410	
August 21, 2012	ADMINSTRATIVE	
	Bid approval given to #21	
August 21, 2012	10 DAY NOTICE PROCESSING	
	10 day sent. File given to #17 for posting.	
August 21, 2012	RECORDED DOCUMENT	
	Ld) Recorded N&O dated 8/2/12	
August 21, 2012	10 DAY BEFORE ABATEMENT NOTICE	
August 23, 2012	Insp#: 1311577	
	17) 10-day posted, condition unchanged.	
September 04, 2012	RESEARCH	
	17) There is no change in ownership. HSBC has signed for Notice and Order. To 21 to award bid.	
September 04, 2012	Insp#: 1317793	
	17) No change in condition, award bid, new photos.	
October 02, 2012	Insp#: 1321596	
	17) No change in condition. New photo. Discussed with 21. Bid has not been awarded as it is under manager's review. Extending 2 weeks and assigning to 21.	
October 04, 2012	CORRESPONDENCE RECEIVED/SENT	
	17) Cert mail card signed.	
October 30, 2012	PHOTO & DOCUMENT ELECT MGT	
	17	
October 30, 2012	PHOTO & DOCUMENT ELECT MGT	
	17	
December 04, 2012	RESEARCH	
	17) There is not a notice of default filed as yet. Taxes have not been paid since 10/07/08. There is no new ownership information. Owner: Albina and Manuel Valenzuela.	
December 05, 2012	PHOTO & DOCUMENT ELECT MGT	
	17	
December 05, 2012	Insp#: 1335356	
	17) New photos, no change in condition, Residence remains accessible. Back to 21 to award bid.	
January 08, 2013	ADMINSTRATIVE	
	PO requested. Pending MB approval	

January 09, 2013	BID AWARDED TO CONTRACTOR	
	Award letter sent to Weaver	
January 09, 2013	VIDEO REQUEST	
	Before video requested from #21	
January 09, 2013	AWARD OF BID	
January 09, 2013	Insp#: 1364957	
	21) property remains open and unsecure, yards have refuse, waste and high grass/weeds. Proceeding with abatement.	
January 14, 2013	VIDEO REQUEST	
	After video requested from #21	
January 15, 2013	POST-ABATEMENT VIDEO	
	21)photos in f drive tonys	
January 15, 2013	ADMINSTRATIVE	
	Recorded & scanned invoice. File given to #19	
January 15, 2013	Insp#: 1381750	
	21) All openings and doors boarded, all areas cleaned of refuse, waste, high grass and weeds. Abatement completed, case closed.	

APN 139-26-810-039

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O ALBINA & MANUEL VALENZUELA
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-26-810-039**
Commonly known as: **1801 Ryan Avenue**
Legal Description: **GREATER LAS VEGAS ADD TRACT 2**
PLAT BOOK 4 PAGE 87
LOT 24 BLOCK 8

On **January 11, 2013**, 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 **$3,105.00** 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 **$19,650.00** 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 **February 20, 2013** ordered the above Actual Cost in the amount of **$3,105.00**, 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 **$19,650.00** be assessed against the property by recording a Lien of Assessment on or after **August 13, 2013**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
495 South Main Street
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 _____, 2013

_____
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 #117014

APN 139-26-810-039

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O ALBINA & MANUEL VALENZUELA
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-26-810-039**
Commonly known as: **1801 Ryan Avenue**
Legal Description: **GREATER LAS VEGAS ADD TRACT 2**
PLAT BOOK 4 PAGE 87
LOT 24 BLOCK 8

On **January 11, 2013**, 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 **$19,650.00** 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 **February 20, 2013** ordered the above charges in the amount of **$19,650.00**, 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
495 South Main Street
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 _____, 2013

_____
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 #117014

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

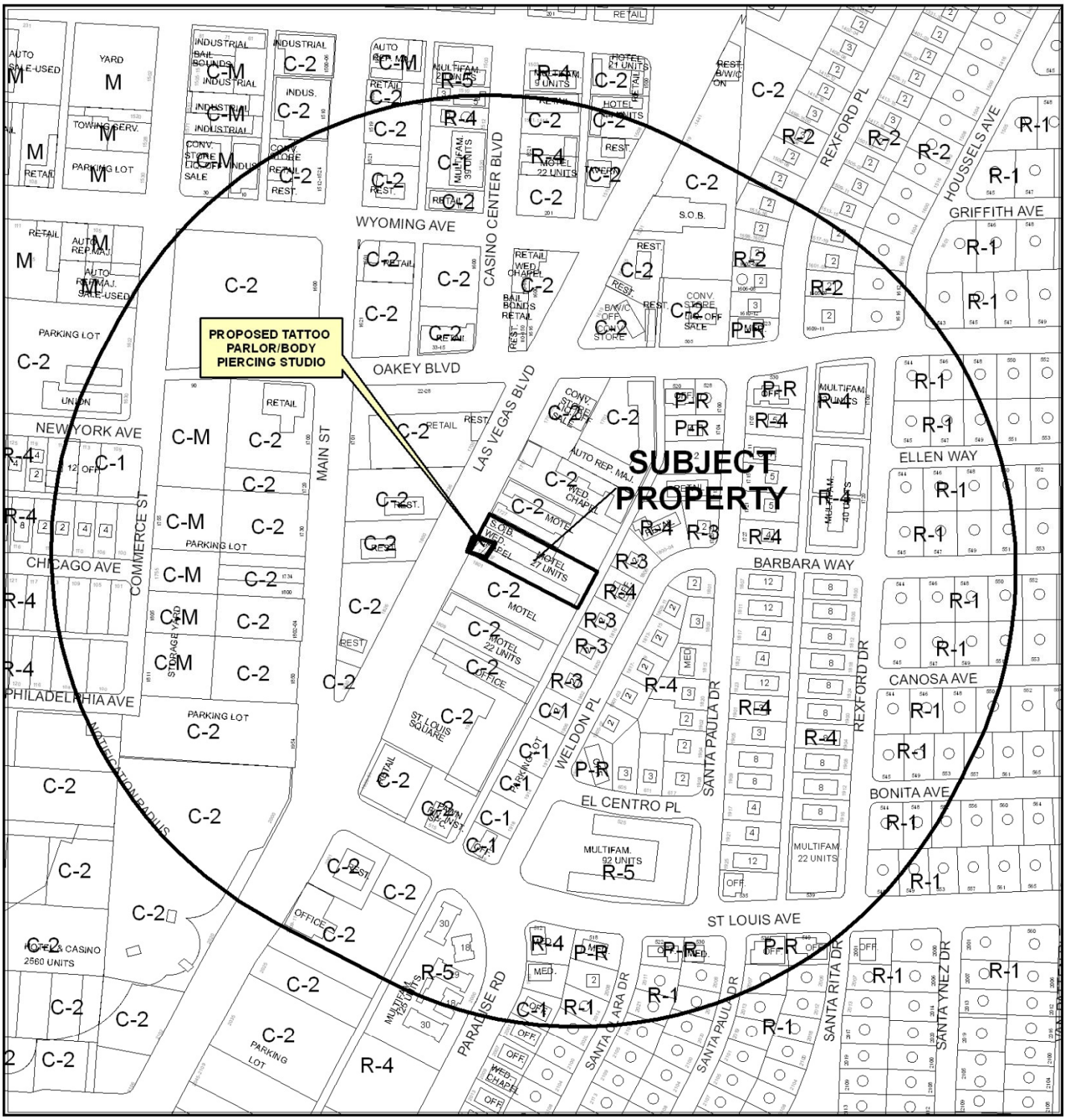
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-47322 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHAMRUEUN YAN - OWNER: JOHN NAPOLI - For possible action on an Appeal of the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED TATTOO PARLOR/BODY PIERCING STUDIO USE at 1737 South Las Vegas Boulevard (APN 162-03-310-005), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL. The Planning Commission (6-1 vote) DENIED the request.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

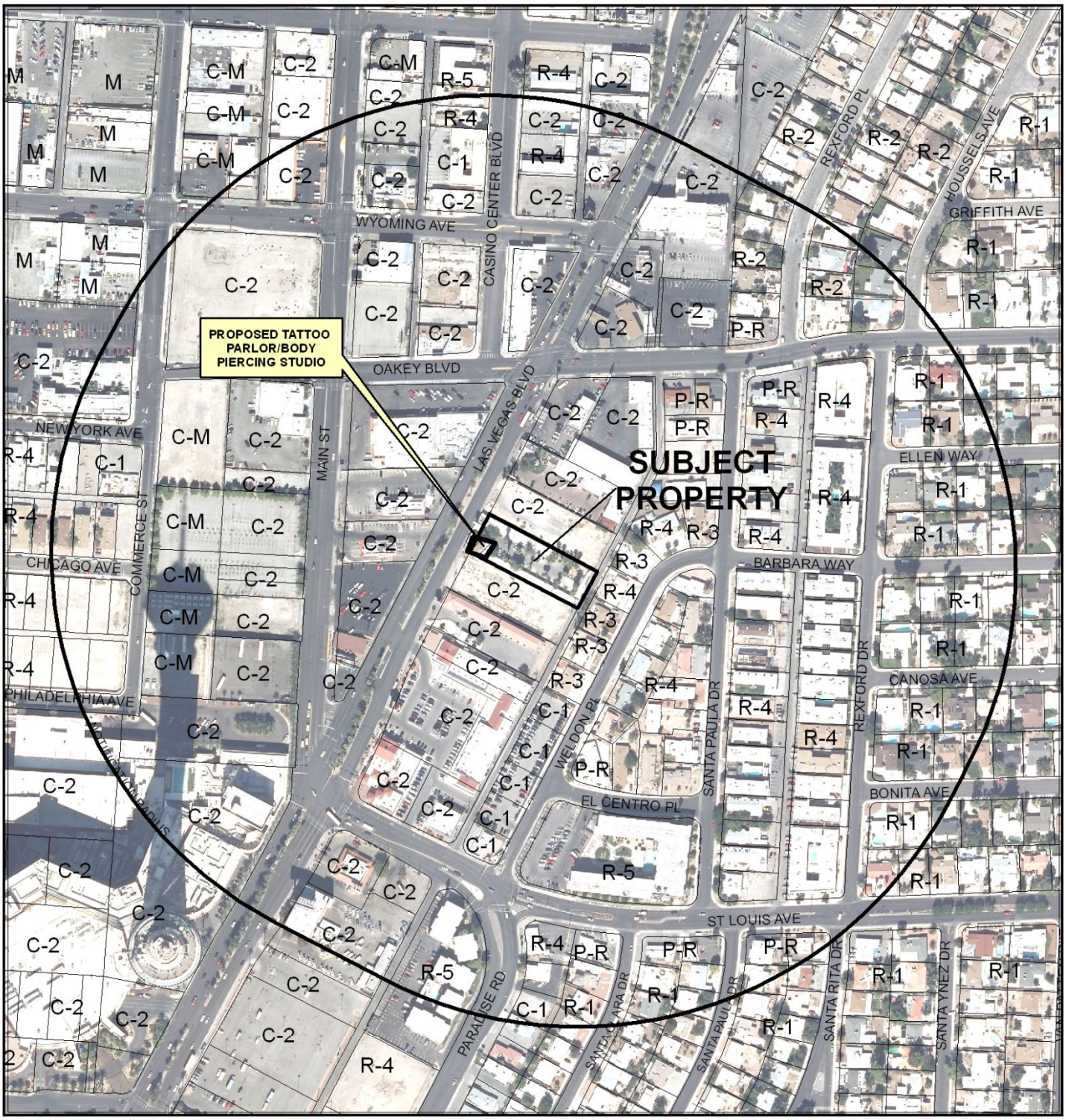
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Appeal Request Submitted by KOLIAS Law Offices
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Support Postcards
8. Backup referenced from the December 11, 2012 Planning Commission Meeting



CASE: **SUP-47322**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: SUP-47322

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 20, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CHAMRUEUN YAN - OWNER: JOHN NAPOLI

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-47322	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-47322 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 signage shall conform to the sign standards of Title 19.08, 19.10.100 and 19.10.160, and shall be approved by the Downtown Design Review Committee prior to issuance of any sign permit.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Tattoo Parlor/Body Piercing Studio use at 1737 South Las Vegas Boulevard. The proposed use will be on the first floor of an existing tenant space within the Downtown Centennial Plan area. There are no minimum requirements for a Tattoo Parlor/Body Piercing Studio use; however, the proposed use is appropriate for the site and can be conducted in a manner that is harmonious and compatible with the surrounding uses; therefore, staff recommends approval. If the application is denied, the Tattoo Parlor/Body Piercing Studio use would not be allowed at this location.

ISSUES

- Approval of a Special Use Permit is required for a Tattoo Parlor/Body Piercing Studio use in the C-2 (General Commercial) Zoning District.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc
There is no history of relevant actions taken related to the proposed use.

Most Recent Change of Ownership	
03/29/89	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1951	The building was constructed in 1951.
11/03/11	A temporary business license (M08-95568) was issued for a Motel at 1731 South Las Vegas Boulevard. This license was marked out on 11/02/12.
11/01/12	City of Las Vegas Business Licensing revoked the temporary license for the Oasis Motel located at 1731 S. Las Vegas Boulevard due to violations of the conditions placed on the temporary license and for conducting business activity constituting, promoting, fostering, aiding or otherwise enabling a private nuisance, public nuisance or chronic nuisance.
08/15/12	A business license (C05-90208) was issued for a Tobacco Dealer at 1735 South Las Vegas Boulevard. This license remains active.
12/11/12	The Planning Commission voted (6-1-0/gf) to DENY SUP-47322 due to oversaturation of the use in the area. (PC Agenda Item 37/ded)

Pre-Application Meeting	
10/16/12	A pre-application meeting was held with the applicant and submittal requirements for 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	
11/01/12	Staff conducted a field check of the subject property and noted the proposed tenant space was in poor condition and the adjacent tenant space was displaying signage not in conformance with the Las Vegas Boulevard Scenic Byway standards. A memo has been sent to code enforcement in regards to the nonconforming signage.

Details of Application Request	
Site Area	
Net Acres	0.68

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Motel General Retail Store	C (Commercial)	C-2 (General Commercial)
North	Motel	C (Commercial)	C-2 (General Commercial)
South	Undeveloped	C (Commercial)	C-2 (General Commercial)
East	Multi-Family Residential	C (Commercial)	R-3 (Medium Density Residential)
West	Restaurant	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Beverly Green / Southridge Neighborhood	Y
Downtown Centennial Plan	Y

Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District (Northern Strip Gateway)	Y
A-O (Airport Overlay) District (200 Feet)	Y
Las Vegas Boulevard Scenic Byway Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Las Vegas Boulevard	Parkway Arterial	Planned Streets and Highways Map	100	N

Pursuant to Title 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Motel or Hotel Suites	30 Guest Room	1: Guest Room	30				
General Retail Store	1066 SF	1:175 SF	5				
Tattoo Parlor/Body Piercing Studio	770 SF	1:250 SF	4				
TOTAL SPACES REQUIRED			39		32		Y
Regular and Handicap Spaces Required			37	2	30	2	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

ANALYSIS

The subject property is located within the Northern Strip Gateway of the Downtown Centennial Plan Overlay District. The Northern Strip Gateway is a transitional district that is ideal for the location of future major hotel-casino projects adjacent to the Stratosphere and along Sahara Avenue intended to seamlessly extend "The Strip" northward into Downtown Las Vegas. The property is compliant with the requirements of the A-O (Airport Overlay) and Las Vegas Redevelopment Plan Area. The property is also within the Beverly Green / Southridge Neighborhood plan; there are no applicable development standards in this plan that apply to this site.

The property is zoned C-2 (General Commercial) and is intended to provide the broadest scope of compatible services. The C-2 (General Commercial) Zoning District conforms to the C (Commercial) designation of the General Plan. The proposed Tattoo Parlor/Body Piercing Studio use is permissible in the C-2 (General Commercial) Zoning District with the approval of a Special Use Permit.

The Tattoo Parlor/Body Piercing Studio use is defined 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."

The proposed use meets the definition, as the applicant has requested a Tattoo Parlor/Body Piercing Studio use within the submitted Justification Letter.

New signage for parcels within the Las Vegas Boulevard Scenic Byway Overlay District, including the subject site, must comply with both Title 19.08 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 19.10. 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. A condition of approval is added to address this issue.

The proposed use is appropriate for the site and can be conducted in a manner that is harmonious and compatible with the surrounding uses; therefore, staff recommends approval.

FINDINGS (SUP-47322)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed expansion of the Tattoo Parlor/Body Piercing Studio use can be operated in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   No significant changes are proposed to the existing structure or the site with this application that would increase the intensity of the proposed land use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Las Vegas Boulevard, a Primary Arterial designated by the city's Planned Streets and Highways Map, provides access to the property. This roadway facility is adequate to serve the Tattoo Parlor/Body Piercing Studio use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of a Special Use Permit for the Tattoo Parlor/Body Piercing Studio use 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 inspections and licensing requirements.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no applicable conditions for a Tattoo Parlor/Body Piercing Studio use within Title 19.12.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 30

NOTICES MAILED 163 by the City Clerk

APPROVALS 1

PROTESTS 0

KOLIAS
Law Offices

330 East Charleston Boulevard, Suite 204
Las Vegas, Nevada 89104

Telephone (702) 474-4417
Facsimile (702) 474-4419

www.koliaslaw.com
mkolias@koliaslaw.com

December 12, 2012

Via Facsimile Only: (702) 382-4803:

Beverly Bridges, City Clerk
Las Vegas City Hall
495 South Main Street
Las Vegas, NV 89101

RECEIVED
2012 DEC 12 P 3:37
CITY CLERK

NOTICE OF APPEAL

Las Vegas Planning Commission 12/11/2012
Denial of Special Use Permit (Agenda Item 37)
Chamroeun Yan – SUP-47322

Dear Clerk Bridges:

On behalf of our client, Chamroeun Yan, please accept this letter as the timely Notice of Appeal of the Las Vegas Planning Commission's December 11, 2012 denial of Mr. Yan's request for a Special Use Permit (Agenda Item 37). Mr. Yan's Planning Commission file number is SUP-47322.

Kindly forward all communications to our office regarding the same. ***However, please be advised that Kolias Law Offices will be closed from Friday, December 21, 2012 until Wednesday, January 2, 2013 for the holidays.*** Should you wish to reach us during this time, you may contact me directly on my cell phone: (702) 526-4254.

Thank you for your attention in this matter. We look forward to hearing from you soon.

Sincerely,

KOLIAS LAW OFFICES

Marina E. Kolias, Esq.

MEK/
cc: Client

RECEIVED

OCT 25 2012

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-47322 APN: _____

Name of Property Owner: John NAPoli

Name of Applicant: Chamroeun Yan

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: John NAPoli

Subscribed and sworn before me

This 23 day of October, 2012

_____

Notary Public in and for said County and State

J. MARIANO
Notary Public-State Of Nevada
Appt No. 11-4211-1
My Appt. Expires November 18, 2014

RECEIVED

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tattoo and Piercing Shop

Project Address (Location) 1737 S. Las Vegas blvd.

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-03-310-005 **Ward #** 3-Bob Coffin

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER John NAPoli **Contact** John

Address 1731 S. Las Vegas Bl. **Phone:** 7356454 **Fax:** 272-1606

City Las Vegas **State** NV **Zip** 89109

E-mail Address Peter.NApoli@cox.net

APPLICANT Chamroeun Yan **Contact** 702-480-7148

Address 213 Grandfalls bluff Ave. **Phone:** Same **Fax:** _____

City N. Las Vegas **State** NV **Zip** 89031

E-mail Address Inxtinc@Hotmail.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

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 NAPOLi

Subscribed and sworn before me

This 23 day of October, 20 12.

_____

Notary Public in and for said County and State

J. MARIANO
Notary Public-State Of Nevada
Appt No. 11-4211-1
My Appt. Expires November 18, 2014

Revised 10/27/08

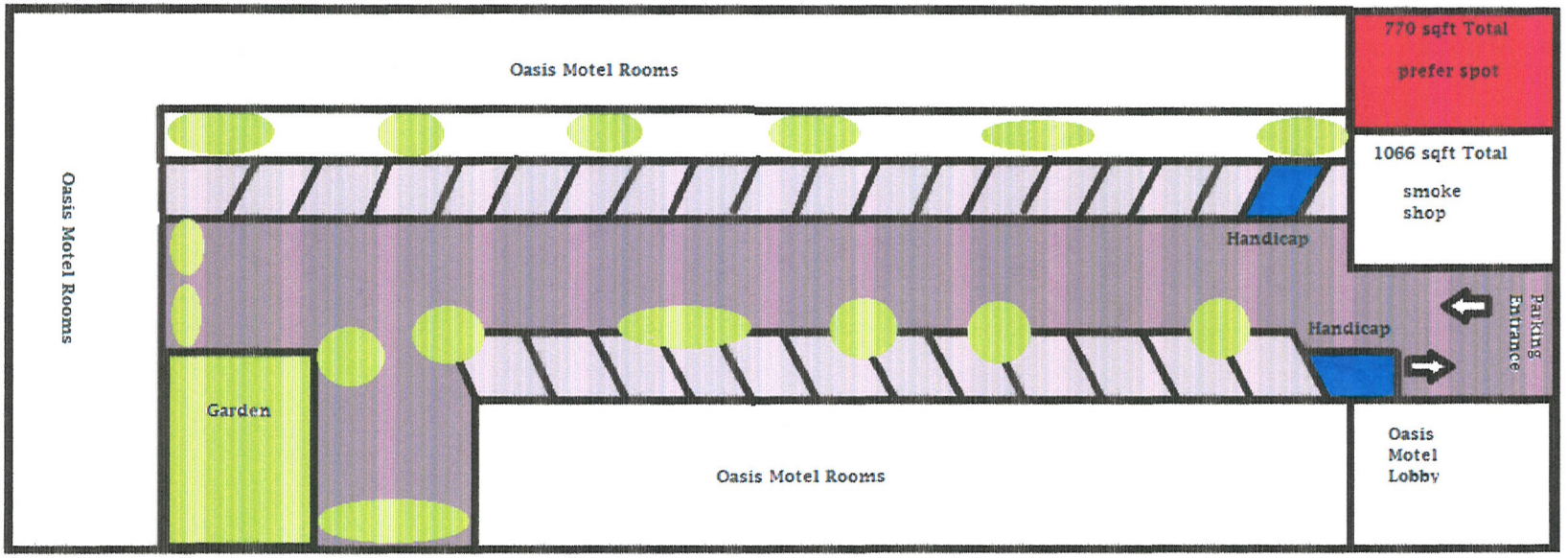
FOR DEPARTMENT USE ONLY

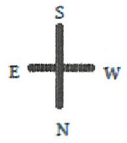
Case #	SUP-47322
Meeting Date:	12/11/2012
Total Fee:	$1030.00
Date Received:*	10/25/2012
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

RECEIVED
OCT 25 2012





1737 S. Las Vegas Blvd.

LOT-4 #16203310005

Zoning: C2

- Prefer spot/ Commercial
- Parking/Pavement
- Landscaping
- Handicap Parking

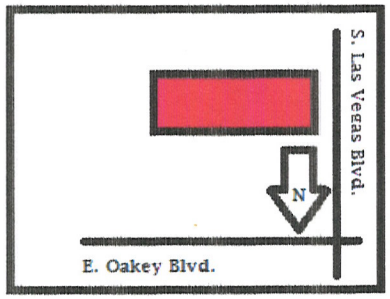
Parking Analysis:
Total of parking spaces for smoke shop: 6
Total of parking spaces of Tattoo shop: 3

Smoke shop total sqft: 1066sqft
Tattoo shop total sqft: 770sqft

Total rooms of Motel: 30
1 parking per motel room

Handicap parking space: 2
Total of parking space: 32

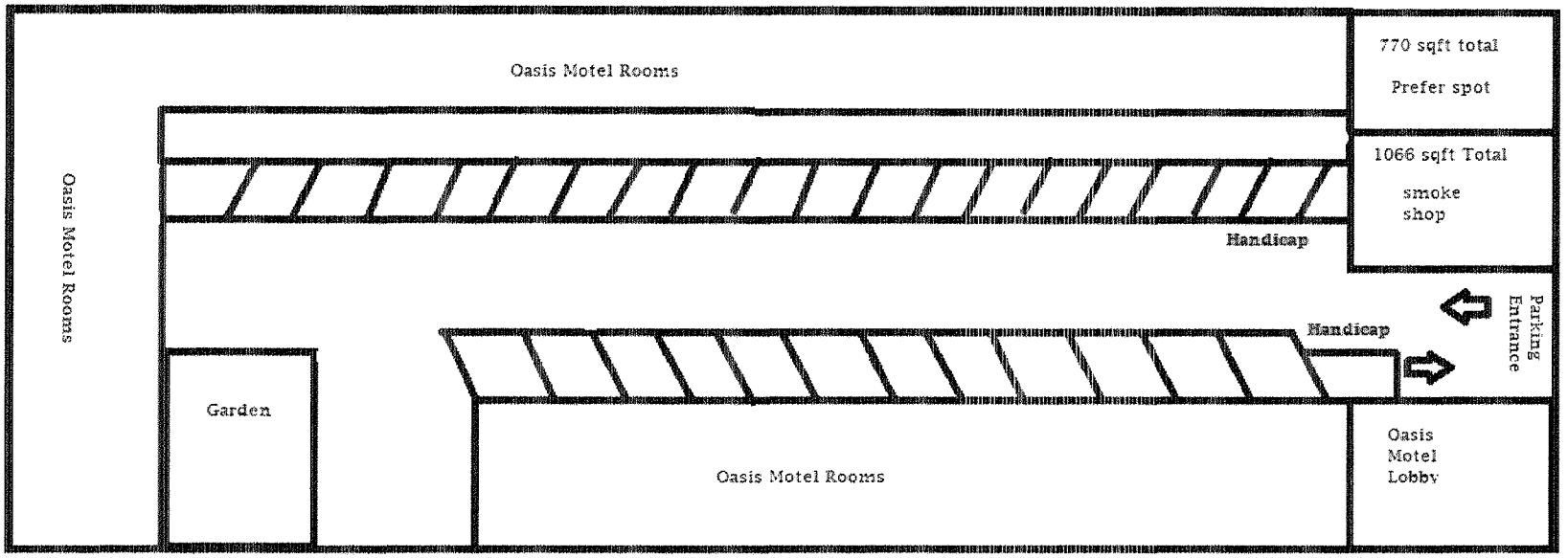
Subdivision name: SOUTH FIFTH STREET TRACT
Estimated lot size: 0.68 acre

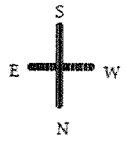


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OCT 25 2012





1737 S. Las Vegas Blvd.

LOT-4 #16203310005
Zoning: C2

Prefer spot/
Commercial

Parking/Pavement

Landscaping

Handicap Parking

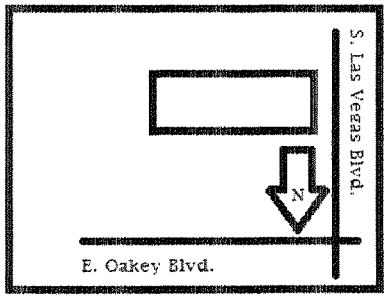
Parking Analysis:
Total of parking spaces for smoke shop: 6
Total of parking spaces of Tattoo shop: 3

Smoke shop total sqft: 1066sqft
Tattoo shop total sqft: 770sqft

Total rooms of Motel: 30
1 parking per motel room

Handicap parking space: 2
Total of parking space: 32

Subdivision name: SOUTH FIFTH STREET TRACT
Estimated lot size: 0.68 acre

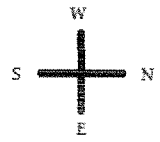


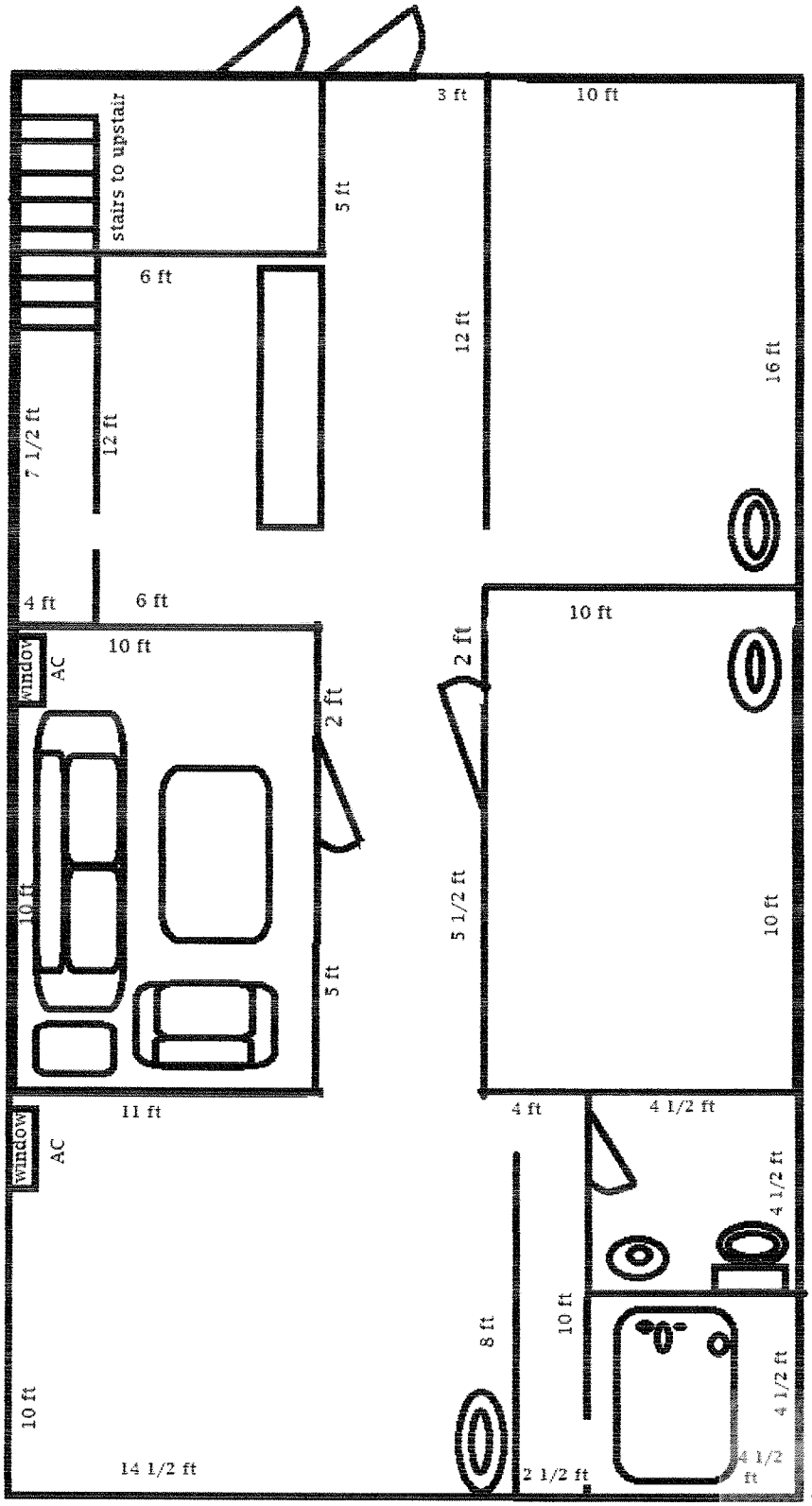
SUP-47322

Inxlinger LLC.
1737 s. Las Vegas Blvd.

Occupancy: 12
Zoning: C2

Business on site:
total of 770 sqft





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SUP-47322 – APPLICANT: CHAMRUEUN YAN - OWNER: JOHN NAPOLI
1737 SOUTH LAS VEGAS BOULEVARD

11/01/12



SUP-47322 – APPLICANT: CHAMRUEUN YAN - OWNER: JOHN NAPOLI
1737 SOUTH LAS VEGAS BOULEVARD

11/01/12

Sin City Ink

Tattoo Lounge

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OCT 25 2012

EXECUTIVE TATTOO LOUNGE

Las Vegas Inx Tattoo Asylum

Chamroeun Yan Owner
Inxlinger LLC
213 Grandfalls Bluff Ave
Las Vegas NV 89031
Cell (702) 480-7148 Office (702)510-1027
On the web @ lasvegastattooandpiercing.com
E-mail: inxlinga@hotmail.com

Justification Letter

Issue- To obtain a special use permit within the City's C2 zoning as a tattoo and piercing shop.

Information-

- Las Vegas Inx Tattoo Asylum will have 3-5 Independent Contractors working on-site.
- Hours of operation will be open 24hrs a day seven days a week.
- The Owners/Partners currently operate 4 successful tattoo and piercing shops in Las Vegas NV.
- Applicable licenses have been issued through the Nevada Health Department, Department of Taxation and the Secretary of State. Licensing will be required from Business Licensing.

Special Use Permit Determinations-

- Las Vegas Inx Tattoo Asylum will be harmonious and compatible with the existing land use do to its moderate foot traffic. It also has a proximity to Diversity Tattoo, Tattoo Heaven, and Star Bom located on 1737 S Las Vegas Blvd at the Oasis Motel within the city's C2 zoning. The business has a successful track record of creating repeat clientele, which is good for the

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surrounding businesses.

- The subject site has adequate parking for the special use.
- The business of Las Vegas Inx Tattoo Asylum will fall in line with all county and city laws.

Attached is the Las Vegas Inx Tattoo Asylum

business model. Thank you for the opportunity

to submit this justification letter.

Chamroeun Yan

Owner/Investor

OVERVIEW

Currently Las Vegas premier tattoo shop Las Vegas Tattoo Lounge would like to broaden its base and expand its success by opening additional locations. We currently operate Sin City Ink, Las Vegas Tattoo Lounge, Executive Tattoo Lounge LV Tattoo Lounge and soon to come Las Vegas Inx Tattoo Asylum in Las Vegas NV. You will see that it's our way of doing business that sets us apart from the rest. Be assured that The Lounges will continue to set precedence in Las Vegas NV through expansion and exceptional customer service.

SERVICES

- Upscale Custom tattoo and piercing by experienced and world-renowned artists.
- Shop space will be utilized for tattoos and piercing

ATMOSPHERE

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- An avant-grade urban ambiance
- Modern setting providing a popular intellectual social atmosphere with a modern
  comfortable industrial milieu.
- The Las Vegas Inx Tattoo Asylum will focus on world class customer service.
- The Tattoo Lounge is an industry leader providing touch screen monitors built with tattoo
  flash and web access, Las Vegas Inx Tattoo Asylum provide clients with unlimited resources
  at their fingertips.



Las Vesas Inx Tattoo Asylum

THE MAIN OBJECTIVES FOR THE DEVELOPMENT OF THIS NEW ESTABLISHMENT ARE:

- Capitalize on an excellent location opportunity with a swift commitment to development.
- To launch with a highly publicized grand opening event and additional events within our first
  year.
- To maintain tight control of costs, operations, and cash flow through loyal

  management and

  trustworthy employees.

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Sin City Ink

THE KEYS TO SUCCESS IN ACHIEVING OUR GOALS ARE:

- Provide exceptional service that leaves a lasting impression to ultimately promote patronage
- To provide a consistent admired social atmosphere.
- To focus on product quality
- Managing our internal finances and cash flow to enable upward capital growth.
- Strict control of all costs, at all times, without exception.
- Aggressive Web based advertising.

Our Web based marketing strategy and persistent advertising methods throughout the city have created a flood of new customers along with our steady stream of repeat customers to lock in a continual flow of revenue.

Lounge

SHOP SPECIFICATIONS

We will do a complete build out meeting all Health Department requirements for a tattoo/Piercing shop. To meet all requirements we will use fully licensed bonded contractors. With our 100% satisfactory rate with all county laws the building will be brought up to code and pass all **inspections before we are fully operational This process may take up to 60 days to complete properly.**

BENEFITS

Las Vegas Inx Tattoo Asylum will create an atmosphere conducive to drawing attention to any new leasing property while also enhancing the quality and aesthetics in its community. Our facilities will be a leading competitor with other major tattoo shops. We advertise in several online listings with our website referencing to our location. The Tattoo Lounge will leave its customers fulfilled with an ever-lasting impression on any property establishment.

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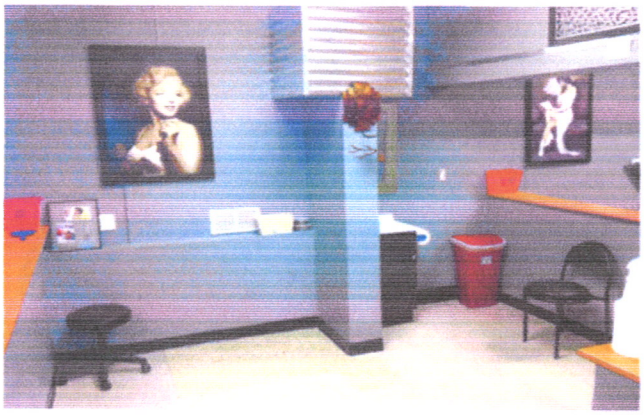
OCT 25 2012

EXECUTIVE TATTOO LOUNGE





Tattoo Lounge





CONCLUSION

What makes the Tattoo Lounges exceptional, apart from its decor and atmosphere, are its aggressive marketing strategies and devotion to flawless service. The devotion to an eclectic bouquet of upscale custom artistry at an affordable price and a staff dedicated to a patron driven customer service formula— This is the Tattoo Lounge staple, Tattoo Lounge is applicable to all generations. We have become Best of Las Vegas Tattoo Review.

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Our Goal is to remain a step ahead of our competition through an exemplary provision. The mission of the Tattoo Lounges is to promote arts by encouraging artists in general, as well as the enhancement of existing businesses, while encouraging new pedestrian-oriented commercial, professional, and residential growth within the city. For additional information concerning operations please visit our websites at www.lasvegastattooandpiercing.com www.mysincitytattoo.com www.lasvegastattoolounge.com and www.mysincityink.com. We appreciate your considerations and look forward to doing business with you.

Best regards,

Chamroeun Yan

Owner/Investor

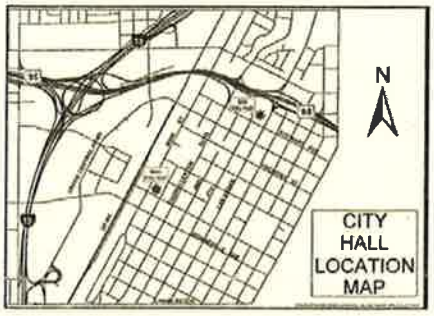
City of Las Vegas
Office Of The City Clerk
495 South Main Street
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.42⁴
0004279218 JAN 10 2013
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK
2013 JAN 15 P 5:09

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-47322
City Council Meeting of 1/23/2013

GOMEZ MAYNOR A
1720 SANTA PAULA DR
LAS VEGAS NV 89104-2404

APN#16203311006

27 LRDFN11 89104

City of Las Vegas
Office Of The City Clerk
495 South Main Street
Las Vegas, Nevada 89101

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2013 JAN 22 P 1:23



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-47322
City Council Meeting of 1/23/2013

PROWELL GROVER H
550 E CANOSA AVE
LAS VEGAS NV 89104-2813

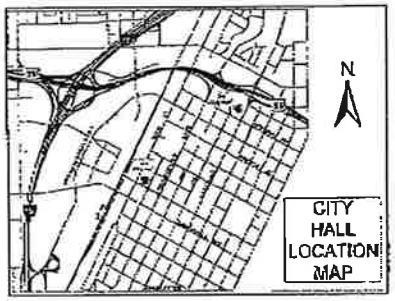
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27 LRDFN11 89104

City of Las Vegas
Office Of The City Clerk
495 South Main Street
Las Vegas, Nevada 89101

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Official Notice of Public Hearing



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CITY CLERK

2013 JAN 16 P 3:57

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-47322
City Council Meeting of 1/23/2013

I SUPPORT TATTOO PARLOR

1/23/2012 SUP-47322
Mr. Chamroeun Yan
213 Grandfalls Bluff Avenue
North Las Vegas, Nevada 89031

47 LADFN11 89031

01/16/2013 17:01 7024744419 KOLIAS LAW OFFICES PAGE 02/03

6/13

CITY CLERK

2013 JAN 14 P 2:32

City of Las Vegas
Office Of The City Clerk
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-47322

City Council Meeting of 1/23/2013

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MAILED FROM ZIP CODE 89101

BARTSAS MARY 19 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

APN#16203311002

26 LRDFN11 89106

01/14/2013 15:34 FAX 702 366 9413 Mary Bartsas Ent., LLC 001/001

6/13

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

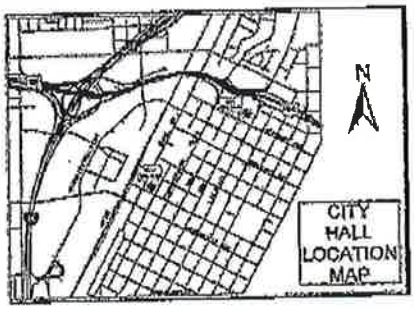
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-47322

Planning Commission Meeting of 12/11/2012

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DEC 4 2012
City of Las Vegas
Dept. of Planning

Case: SUP-47322
16203415001
536 L L C
536 E ST LOUIS AVE
LAS VEGAS NV 89104-2559 89104-2559

Submitted after final agenda
Date 12/4/12 Item #37 P

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.

SUP-47322
Planning Commission Meeting of 12/11/2012

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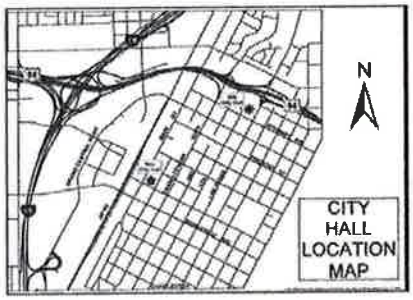
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Case: SUP-47322
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LAS VEGAS NV 89104-1311 89104-1311

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-47322
Planning Commission Meeting of 12/11/2012

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City of Las Vegas
Dept. of Planning

Case: SUP-47322
16203314032
DELIKANAKIS JOHN
548 BARBARA WY
LAS VEGAS NV 89104-2858 89104-2858

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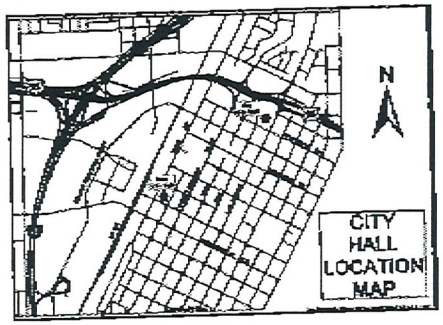
11/30/2012 16:03 FAX 702 366 9413 Mary Bartsas Ent., LLC 002/002

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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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-47322
Planning Commission Meeting of 12/11/2012

Case: SUP-47322
16203311002
BARTSAS MARY 19 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825 89106-4825

37A

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

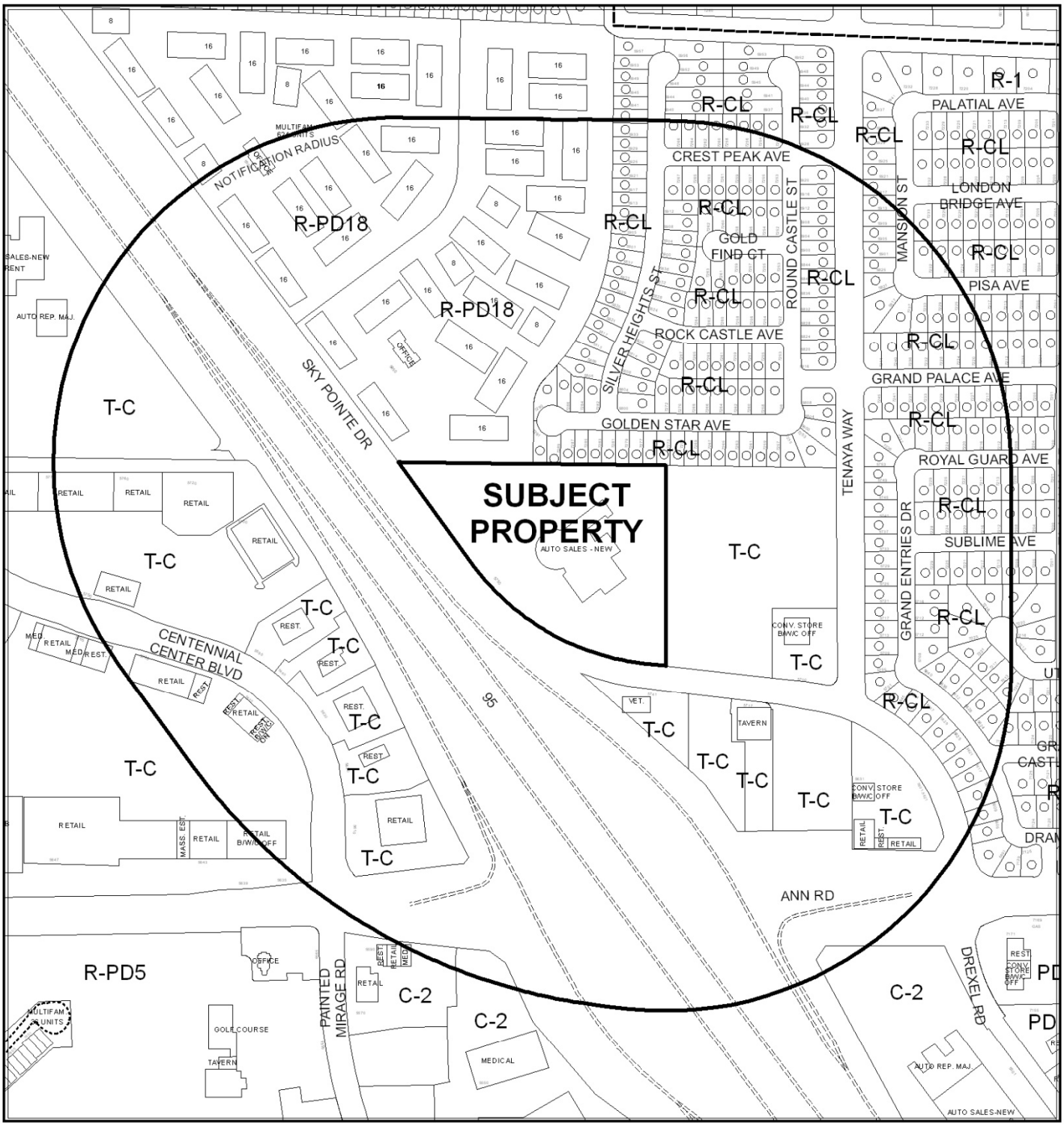
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-47938 - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - For possible action on a request for an Extension of Time of a Non-Conforming use FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone [SC-TC (Service Commercial- Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. City Council Action Letter for EOT-44638



0 300 600 Feet

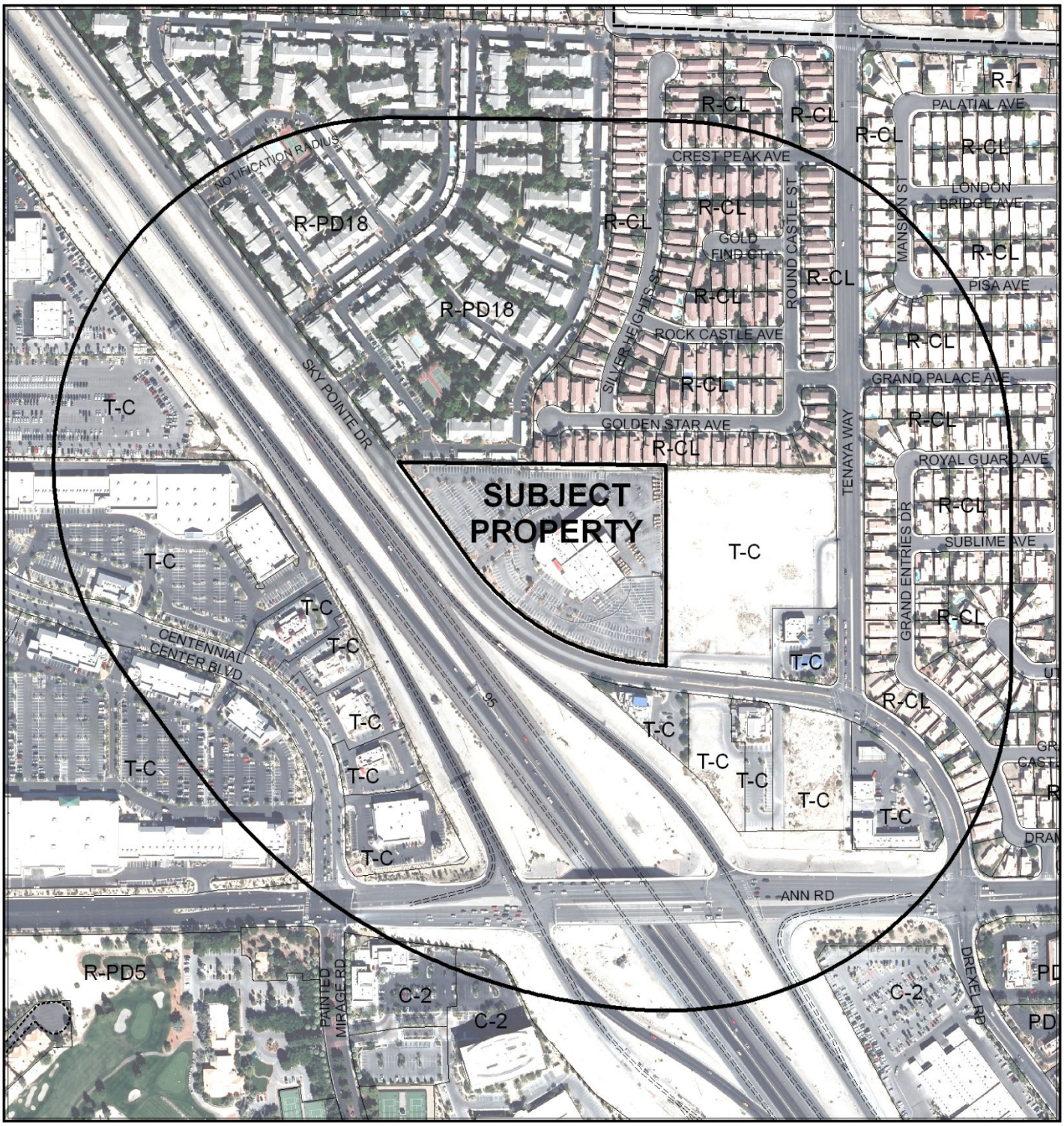
CASE: **EOT-47938**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DESIGNATION

N



0 300 600 Feet

CASE: EOT-47938

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DESIGNATION

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 20, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GARDEN CITY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-47938	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-47938 CONDITIONS

Planning

1. This request for an Extension of Time of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive shall expire on January 8, 2014 unless another extension of time is approved by the City Council.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a third request for an Extension of Time of a non-conforming use for a former Automobile Dealership within the T-C (Town Center) zoning district at 5750 Sky Pointe Drive. On January 8, 2010, business license A16-01272 for an Automobile Dealership was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an Extension of Time as the poor economic climate in the area is not conducive to warrant the opening of a new Automobile Dealership at this time. As there have not been any significant changes in land use or development in the surrounding area to warrant a change in staff's recommendation from the prior Extension of Time, staff is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/18/96	The City Council approved a request for an Aesthetic Review (AR-22-96) on property located on the east side of Rancho Road, north of Ann Road for a proposed 43,134 square-foot Auto Dealership. The Planning Commission recommended approval.
10/27/97	The City Council approved a request for Rezoning (Z-0088-97) from R-E (Residence Estates) to C-2 (General Commercial) of property located at 5750 Sky Pointe Drive. The Planning Commission recommended approval.
12/07/98	The City Council approved a request for Rezoning (Z-0076-98) on property located within the area designated Town Center on the northwest amendment to the General Plan from U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and PD to T-C (Town Center). The Planning Commission recommended approval.
07/26/00	The Planning Commission approved a request for an Administrative Site Development Plan Review [Z-0076-98(8)] on property located approximately 1,320 feet west of US-95 and 1,320 feet south of Centennial Parkway to allow a proposed Auto Dealership.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/09/02	The Planning Commission approved a request for a Site Development Plan Review and a reduction in the amount of required perimeter and parking lot landscaping [Z-0076-98(32)] for a proposed 48,562 square-foot new Auto Dealership on 7.11 acres located adjacent to the west side of Centennial Center Boulevard, approximately 2,400 feet north of Tropical Parkway.
06/27/02	The Planning Commission approved a request for a Site Development Plan Review [Z-0076-98(33)] for a new Auto Dealership on 3.99 acres located adjacent to the northwest corner of centennial Center Boulevard and Oso Blanca Road.
06/05/07	The Town Center Architectural Design Committee approved a request for a Master Sign Plan (ARC-22217) for an approved Auto Dealership at 5750 Sky Pointe Drive.
02/16/11	The City Council approved a request for an Extension of Time (EOT-40646) of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive. Staff recommended approval.
04/04/12	The City Council approved a request for an Extension of Time (EOT-44638) of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive. Staff recommended approval.

Most Recent Change of Ownership	
01/05/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/10/97	A building permit (97014214) was issued for a Certificate of Occupancy for a Retail Auto Sales at 5750 Sky Pointe Drive. The permit was finalized on 03/31/98.
07/10/97	A building permit (97014215) was issued for on-sites only at 5750 Sky Pointe Drive. The permit was finalized on 02/06/98.
08/13/97	A building permit (97016641) was issued for retaining walls, chain link fencing and trash enclosure at 5750 Sky Pointe Drive. The permit was finalized on 10/27/97.
08/23/06	A business license (A16-01272) was issued for an Automobile Dealership at 5750 Sky Pointe Drive. The license was classified as out of business on 01/08/10.
01/06/09	A business license (R10-00934) was issued for a café/deli at 5750 Sky Pointe Drive. The license was classified as out of business on 01/08/10.
06/04/12	A building permit (212570) was process for chain link fencing and two 20-foot drive gates. The permit was never issued.
07/19/12	A code enforcement case (117343) was processed for a blocked drainage area. The case was resolved on 08/23/12.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/16/13	Staff conducted a field check of the subject site and found the area surrounding the property neat and clean in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	7.02

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant Building	SC-TC [(Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
North	Single Family and Multi-Family Residences	ML [(Medium-Low Density Residential) Special Land Use Designation]	Single Family Compact-Lot and R-PD18 (Residential Planned Development-18 Units per Acre)
South	US-95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Convenience Store and Undeveloped Land	SC-TC [Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
West	US-95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A

Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Staff Report Page Four
February 20, 2013 - City Council Meeting

ANALYSIS

This is the third request for an Extension of Time for a non-conforming use at 5750 Sky Point Drive. The automobile dealership is considered a non-conforming use within the SC-TC (Service Commercial- Town Center) zoning district as the use pre-dates the creation of Town Center regulations and standards. On January 8, 2010, business license A16-01272 for an Automobile Dealership was classified as out of business with no subsequent licenses applied for at the subject site. In accordance with Bill 2010-40, Ordinance 6114, the owner of property deemed abandoned for a period of time greater than the applicable abandonment period may request the abandonment period extended through an Extension of Time application. A public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an Extension of Time as the poor economic climate in the area is not conducive to warrant the opening of a new Automobile Dealership at this time. Bill 2010-40, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As the request does not jeopardize public health, safety and welfare, falls within the intent of Bill 2010-40, and there has not been any change in land use or development in the surrounding areas, staff recommends approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 24

NOTICES MAILED 538 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

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STATEMENT OF FINANCIAL INTEREST

Case Number: ~~EOT-44638~~ EOT 47938 APN: 125-27-402-005

Name of Property Owner: Garden City LLC

Name of Applicant: Renaldo M. Tiberti

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: Renaldo M Tiberti

Print Name: Renaldo M. Tiberti

Subscribed and sworn before me

State of Nevada
County of Clark

This 20 day of December, 20 12

Erika Harris

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ERIKA HARRIS
Appt. No 07-2307-1
My Appt. Expires June 21, 2016

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extention of Time

Project Address (Location) 5750 Sky Pointe Drive

Project Name EOT-44638 United Dodgeland **Proposed Use** Motor Vehicle Sales

Assessor's Parcel #(s) 125-27-402-005 **Ward #** 6 - Ross

General Plan: existing x proposed ____ **Zoning:** existing x proposed ____

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 7.02 **Lots/Units** N/A **Density** N/A

Additional Information Closed Auto Dealership

PROPERTY OWNER Garden City, LLC **Contact** Renaldo M. Tiberti

Address 1806 Industrial Road **Phone:** (702) 248-4000 **Fax:** (702) 382-5361

City Las Vegas **State** NV **Zip** 89102

E-mail Address rmt@tiberti.com

APPLICANT Garden City, LLC **Contact** Renaldo M. Tiberti

Address 1806 Industrial Road **Phone:** (702) 248-4000 **Fax:** (702) 382-5361

City Las Vegas **State** NV **Zip** 89102

E-mail Address rmt@tiberti.com

REPRESENTATIVE ____ **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

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I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Renaldo M Tiberti

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Renaldo M. Tiberti

Subscribed and sworn before me State of Nevada County of Clark

This 20 day of December, 20 12.

Erika Harris

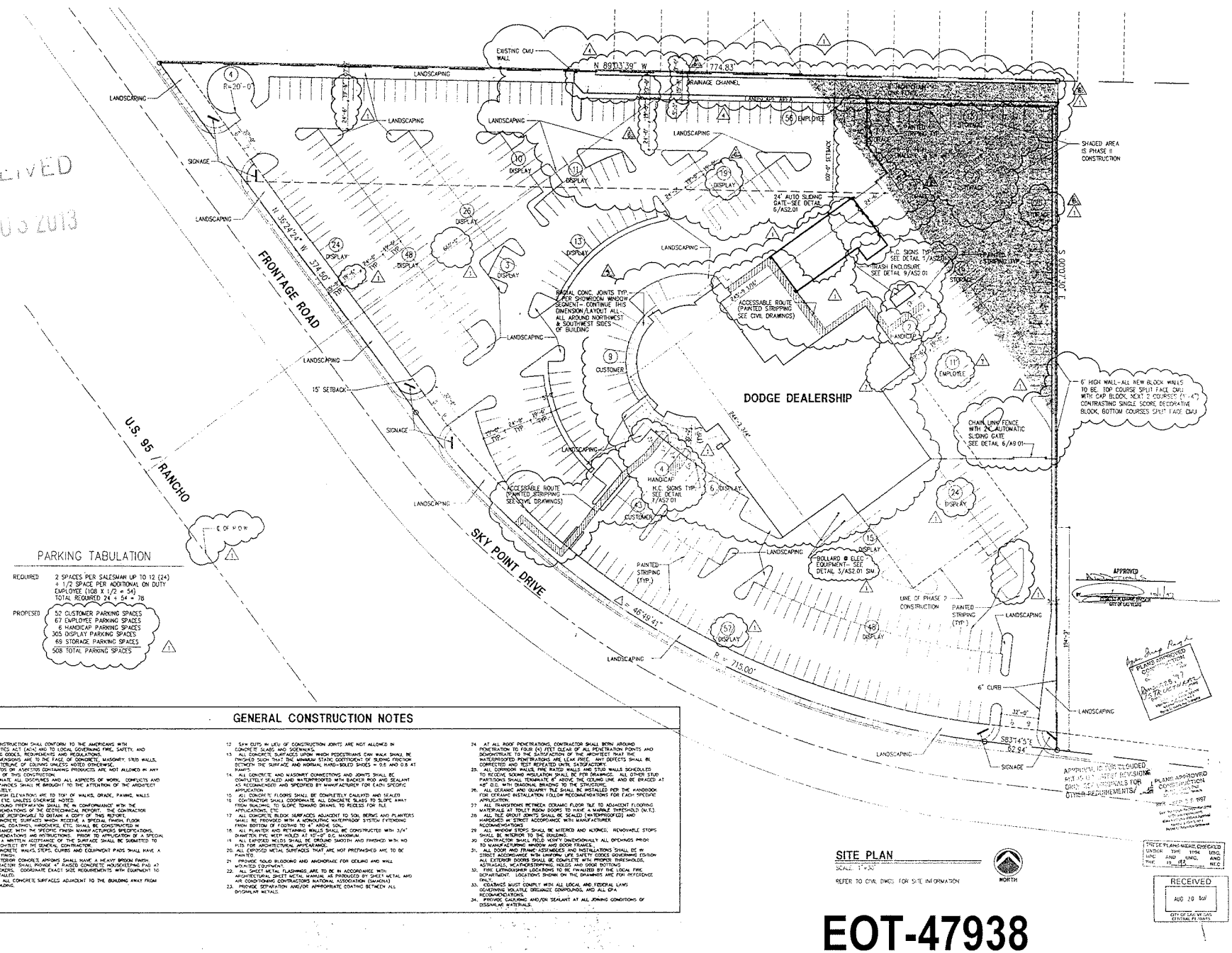
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ERIKA HARRIS
Appt No 07-2307-1
My Appt Expires June 21, 2016

FOR DEPARTMENT USE ONLY

Case #	EOT #7938
Meeting Date:	2/20/2013
Total Fee:	800 00
Date Received:*	1/3/2013
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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PARKING TABULATION

REQUIRED: 2 SPACES PER SALESMAN UP TO 12 (24) + 1/2 SPACE PER ADDITIONAL ON DUTY EMPLOYEE (108 X 1/2 = 54) TOTAL REQUIRED 24 + 54 = 78

PROPOSED:
- 52 CUSTOMER PARKING SPACES
- 67 EMPLOYEE PARKING SPACES
- 6 HANDICAP PARKING SPACES
- 305 DISPLAY PARKING SPACES
- 69 STORAGE PARKING SPACES
- 508 TOTAL PARKING SPACES

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND TO LOCAL GOVERNING FIRE, SAFETY, AND BUILDING CODES, REQUIREMENTS AND REGULATIONS.
2. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE, MASONRY, STUD WALLS, OR CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE.
3. ASBESTOS OR ASBESTOS CONTAINING PRODUCTS ARE NOT ALLOWED IN ANY ASPECT OF THIS CONSTRUCTION.
4. COORDINATE ALL DISCIPLINES AND ALL ASPECTS OF WORK. CONFLICTS AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
5. ALL FINISH ELEVATIONS ARE TO TOP OF WALKS, GRADE, PAVING, WALLS FOOTINGS, ETC. UNLESS OTHERWISE NOTED.
6. ALL GROUND PREPARATION SHALL BE IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN A COPY OF THIS REPORT.
7. ALL CONCRETE SURFACES WHICH RECEIVE A SPECIAL FINISH FLOOR COVERING, (QUARRY), HARDENERS, ETC. SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFIC FINISH MANUFACTURERS SPECIFICATIONS, RECOMMENDATIONS AND INSTRUCTIONS. PRIOR TO APPLICATION OF A SPECIAL FINISH, A WRITTEN ACCEPTANCE OF THE SURFACE SHALL BE SUBMITTED TO THE ARCHITECT BY THE GENERAL CONTRACTOR.
8. ALL CONCRETE WALKS, STEPS, CURBS AND EQUIPMENT PADS SHALL HAVE A BROOM FINISH.
9. ALL EXTERIOR CONCRETE APRONS SHALL HAVE A HEAVY BROOM FINISH.
10. CONTRACTOR SHALL PROVIDE 4" RAISED CONCRETE HOUSEKEEPING PAD AT ALL LOCATIONS. COORDINATE EXACT SIZE REQUIREMENTS WITH EQUIPMENT TO BE INSTALLED.
11. SLOPE ALL CONCRETE SURFACES ADJACENT TO THE BUILDING AWAY FROM THE BUILDING.
12. SAW CUTS IN LIEU OF CONSTRUCTION JOINTS ARE NOT ALLOWED IN CONCRETE SLABS AND SIDEWALKS.
13. ALL CONCRETE SURFACES UPON WHICH PEDESTRIANS CAN WALK SHALL BE FINISHED SUCH THAT THE MINIMUM STATIC COEFFICIENT OF SLIDING FRICTION BETWEEN THE SURFACE AND NORMAL HARD-SOLED SHOES = 0.6 AND 0.8 AT RAMPS.
14. ALL CONCRETE AND MASONRY CONNECTIONS AND JOINTS SHALL BE COMPLETELY SEALED AND WATERPROOFED WITH BACKER ROD AND SEALANT AS RECOMMENDED AND SPECIFIED BY MANUFACTURER FOR EACH SPECIFIC APPLICATION.
15. ALL CONCRETE FLOORS SHALL BE COMPLETELY CAULKED AND SEALED.
16. CONTRACTOR SHALL COORDINATE ALL CONCRETE SLABS TO SLOPE AWAY FROM BUILDING, TO SLOPE TOWARD DRAINS, TO RECESS FOR TILE APPLICATIONS, ETC.
17. ALL CONCRETE BLOCK SURFACES ADJACENT TO SOIL BERMS AND PLANTERS SHALL BE PROVIDED WITH A WATERPROOF SYSTEM EXTENDING FROM BOTTOM OF FOOTING TO 6" ABOVE SOIL.
18. ALL PLANTER AND RETAINING WALLS SHALL WEEP CONSTRUCTED WITH 3/4" DIAMETER PVC WEEP HOLES AT 10'-0" O.C. MAXIMUM.
19. ALL EXPOSED WELDS SHALL BE GROUND SMOOTH AND FINISHED WITH NO PITS FOR ARCHITECTURAL APPEARANCE.
20. ALL EXPOSED METAL SURFACES THAT ARE NOT PREFINISHED ARE TO BE PAINTED.
21. PROVIDE SOLID BLOCKING AND ANCHORAGE FOR CEILING AND WALL MOUNTED EQUIPMENT.
22. ALL SHEET METAL FLASHINGS ARE TO BE IN ACCORDANCE WITH ARCHITECTURAL SHEET METAL MANUAL AS PRODUCED BY SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA)
23. PROVIDE SEPARATION AND/OR APPROPRIATE COATING BETWEEN ALL DISSIMILAR METALS.
24. AT ALL ROOF PENETRATIONS, CONTRACTOR SHALL BERM AROUND PENETRATION TO FOUR (4) FEET CLEAR OF ALL PENETRATION POINTS AND DEMONSTRATE TO THE SATISFACTION OF THE ARCHITECT THAT THE WATERPROOFED PENETRATIONS ARE LEAK FREE. ANY DEFECTS SHALL BE CORRECTED AND TEST REPEATED UNTIL SATISFACTORY.
25. ALL CORRIDOR WALLS, FIRE RATED WALLS AND STUD WALLS SCHEDULED TO RECEIVE SOUND INSULATION SHALL BE PER DRAWINGS. ALL OTHER STUD PARTITIONS SHALL TERMINATE 6" ABOVE THE CEILING LINE AND BE BRACED AT 48" O.C. WITH DIAGONAL BRACING TO THE STRUCTURE.
26. ALL CERAMIC AND QUARRY TILE SHALL BE INSTALLED PER THE HANDBOOK FOR CERAMIC INSTALLATION. FOLLOW RECOMMENDATIONS FOR EACH SPECIFIC APPLICATION.
27. ALL TRANSITIONS FROM CERAMIC FLOOR TILE TO ADJACENT FLOORING MATERIALS AT TOILET ROOM DOORS TO HAVE A MARBLE THRESHOLD (M.T.).
28. ALL TILE GROUT JOINTS SHALL BE SEALED (WATERPROOFED) AND MAINTAINED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
29. ALL WINDOW STOPS SHALL BE MITERED AND ALIGNED. REMOVABLE STOPS SHALL BE INTERIOR TO THE BUILDING.
30. CONTRACTOR SHALL FIELD VERIFY DIMENSIONALLY ALL OPENINGS PRIOR TO MANUFACTURING WINDOW AND DOOR FRAMES.
31. ALL DOOR AND FRAME ASSEMBLIES AND INSTALLATIONS SHALL BE IN STRICT ACCORDANCE WITH UNIFORM LIFE SAFETY CODES GOVERNING EDITION. ALL EXTERIOR DOORS SHALL BE COMPLETE WITH PROPER THRESHOLDS, ASTRAGALS, WEATHERSTRIPPING HOLDS AND DOOR BOTTOMS.
32. FIRE EXTINGUISHER LOCATIONS TO BE APPROVED BY THE LOCAL FIRE DEPARTMENT. LOCATIONS SHOWN ON THE DRAWINGS ARE FOR REFERENCE ONLY.
33. COATINGS MUST COMPLY WITH ALL LOCAL AND FEDERAL LAWS GOVERNING VOLATILE ORGANIC COMPOUNDS, AND ALL EPA RECOMMENDATIONS.
34. PROVIDE CAULKING AND/OR SEALANT AT ALL JOINING CONDITIONS OF DISSIMILAR MATERIALS.

SITE PLAN

SCALE: 1"=30'

REFER TO CIVIL DWGS. FOR SITE INFORMATION

NORTH

EOT-47938

REVISION
5/16/97 A
6/01/97 A
8/14/97 A

TOM SAITTA'S DODGE DEALERSHIP

SITE PLAN

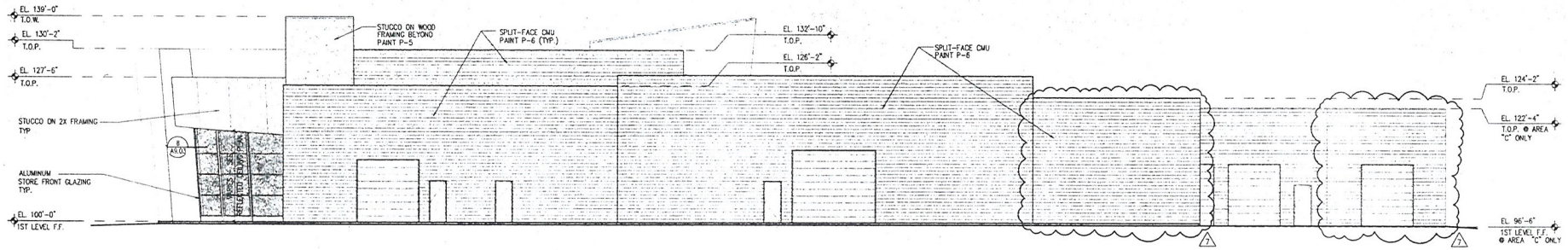
C-113-97 CLV

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2480 EAST TOMPKINS AVENUE SUITE 222
LAS VEGAS, NEVADA 89121
(702) 435-1150

WILLIS PUSSEY ARCHITECTS

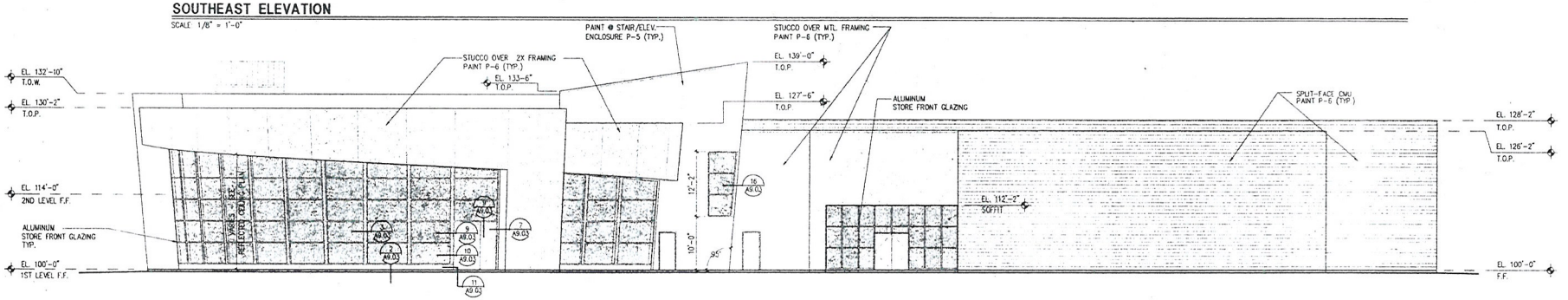
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DATE	03/14/97
DRAWN BY	TGD
CHECKED BY	DP

SHEET NO.
AS1.01



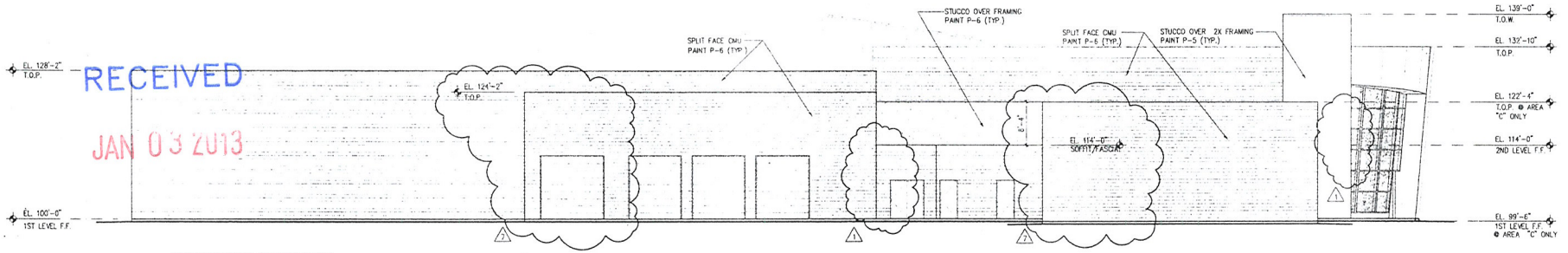
SOUTHEAST ELEVATION

SCALE: 1/8" = 1'-0"



SOUTHWEST ELEVATION

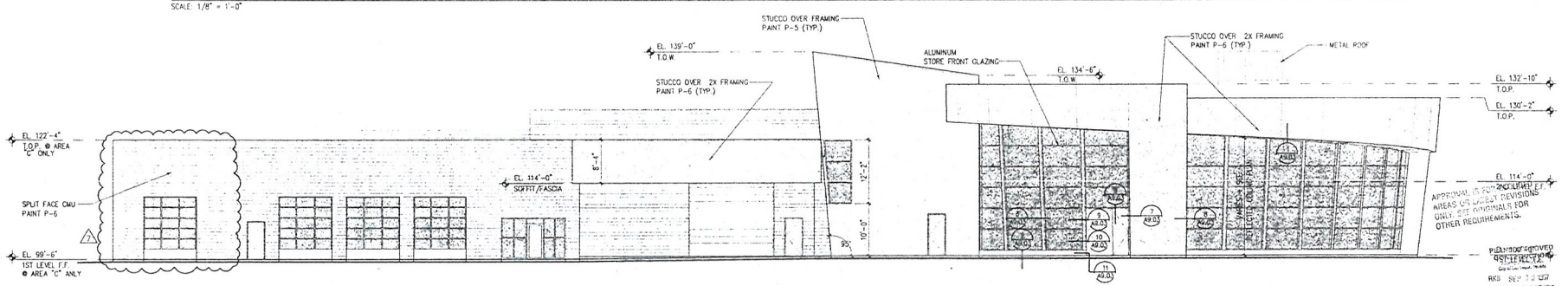
SCALE: 1/8" = 1'-0"



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NORTHEAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTHWEST ELEVATION

SCALE: 1/8" = 1'-0"

EOT-47938

NOTE: VERIFY SIGNAGE LOCATIONS & REQUIREMENTS W/OWNER.

DAVID G. PUGSLEY — REGISTERED ARCHITECT — STATE OF NEVADA

REVISION	
1	05/16/97
2	06/15/97

TOM SAITTA'S DODGE DEALERSHIP

EXTERIOR ELEVATIONS

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LAS VEGAS, NEVADA 89121
(702) 435-1150
WELLS · PUGSLEY ARCHITECTS

APPROVAL IS FOR REVISED AREAS OR DIRECT REVISIONS ONLY. SEE ORIGINALS FOR OTHER REQUIREMENTS.

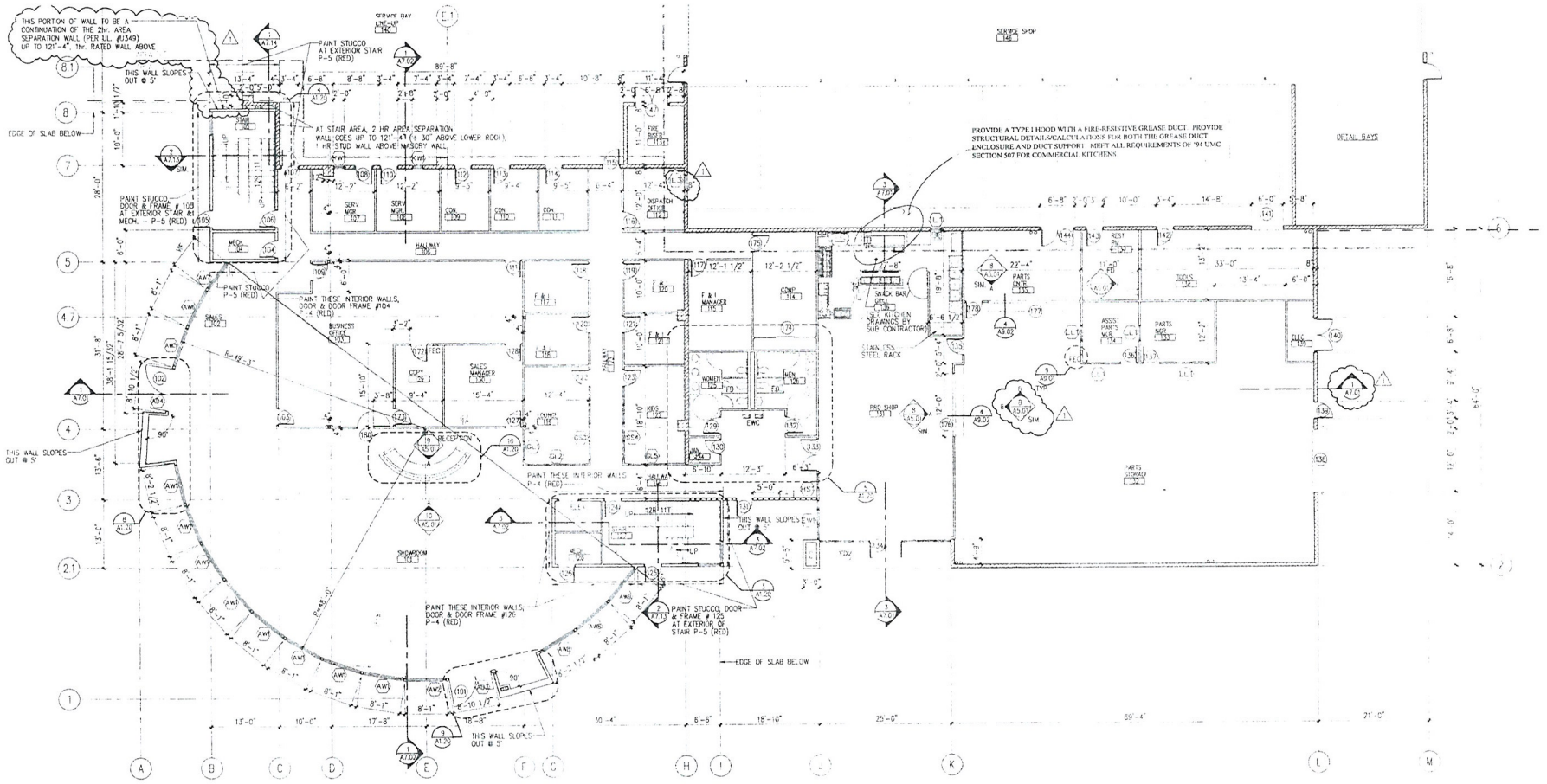
PLANNING APPROVED AS NOTED

PROJECT NO.	WP-9616
DATE	03/14/97
DRAWN BY	IBARRA
CHECKED BY	DP

SHEET NO.

A6.01

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FLOOR PLAN - AREA "A"

SCALE: 1/8"=1'-0"

NOTE: FINISH FLOOR @ THIS AREA = 100'-0" = 64.5" ON CIVIL DWGS.

NORTH

EOT-47938

LEGEND:

CMU WALL - (2 HR RATED SOLID GROUTED AREA SEPARATION WALL ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 6) PROVIDE 5/8" GYP. BD. OVER 2" STUDS AND RIGID INSULATION @ INTERIOR SURFACE. WHERE SHOWN ON PLANS: SPLIT FACE @ EXTERIOR SURFACE - SEE STRUCTURAL DWGS. FOR SIZE & REINF.

INTERIOR STUD WALLS WITH 5/8" TYPE "X" GYPSUM BOARD BOTH SIDES OF 2X4 STUDS @ 16" O.C. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS, PER UBC TABLE 7-B # 17-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER FINISH SCHEDULE.

STUD WALLS - 2X6 WOOD STUDS @ 16" O.C. WITH 7/8" STUCCO FINISH OVER WOOD SHEATHING @ EXTERIOR LOCATIONS, 5/8" TYPE "X" GYPSUM BOARD @ INTERIOR LOCATIONS. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 17-1.5) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER INTERIOR FINISH SCHEDULE.

STEEL STUD WALL - 6" METAL STUDS @ 16" O.C. W/ 7/8" STUCCO FINISH OVER SHEATHING @ EXTERIOR. 5/8" TYPE "X" GYP. BD. @ INTERIOR LOCATIONS (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 16 - PROVIDE FINISHES PER FINISH SCHEDULE SEE STRUCTURAL DWGS. FOR ADDITIONAL REQUIREMENTS.

PLANS APPROVED
CONSTRUCTION
Building Safety Dept.
Clark County, Nevada
BY: JUN 05 1997

RECEIVED
MAY 29 1997
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

REVISION
05/16/13

TOM SAITTA'S
DODGE DEALERSHIP

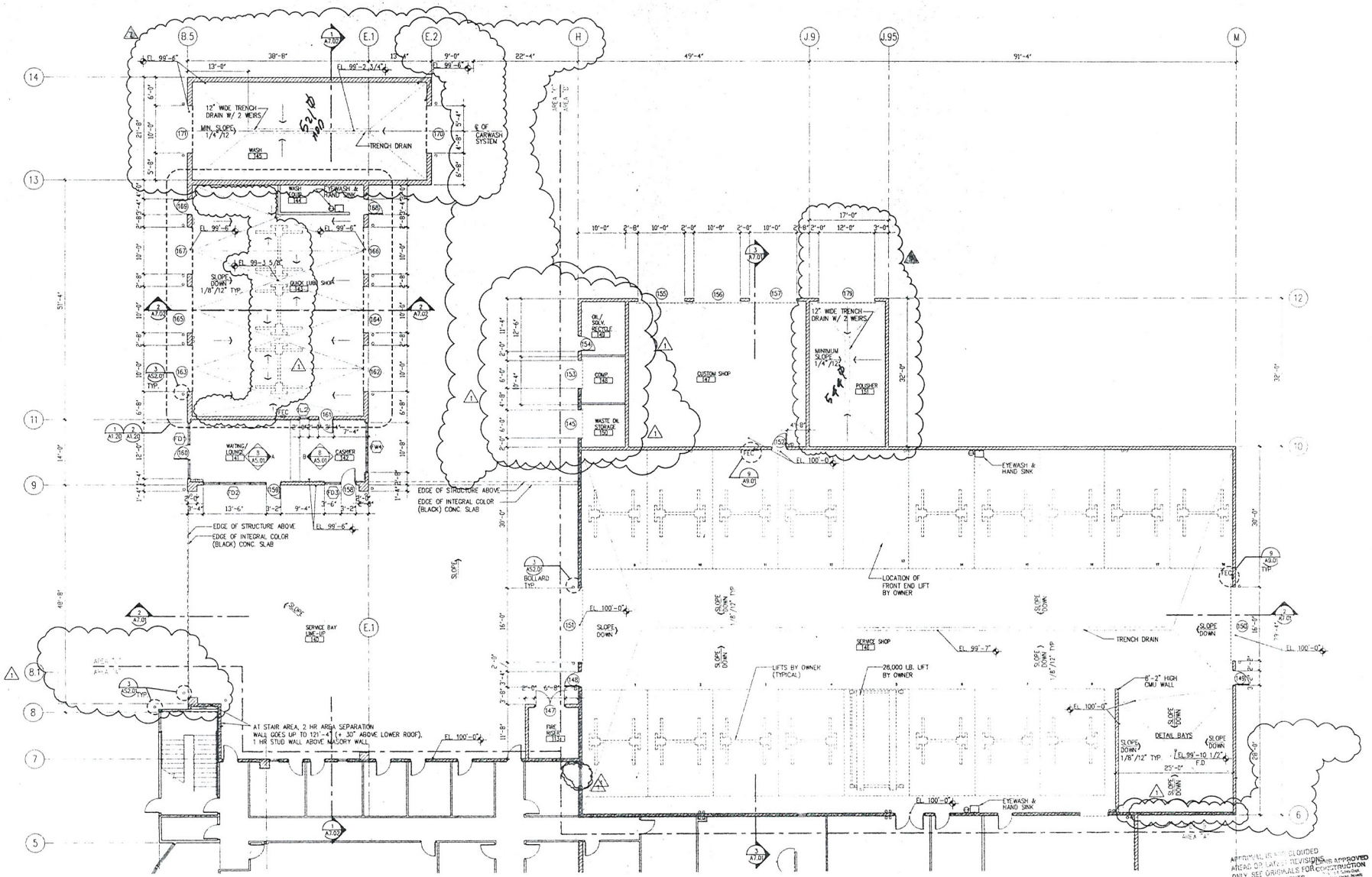
FLOOR PLAN - AREA "A"

DAVID G. PUGSLEY
REGISTERED
No. 6648
STATE OF NEVADA

Architecture Design Planning
2480 EAST TOMPKINS AVENUE SUITE 322
LAS VEGAS, NEVADA 89121
(702) 435-1150

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FLOOR PLAN - AREAS "B" & "C"

SCALE 1/8"=1'-0"

NOTE: FINISH FLOOR @ THIS AREA = 100'-0" = 64.5' ON CIVIL DWGS.

APPROVAL IS NOT CLOUDED. AREAS OF LATER REVISIONS MAY BE APPROVED ONLY. SEE ORIGINALS FOR CONSTRUCTION OTHER REQUIREMENTS. SEP 0 8 1997

LEGEND:

CMU WALL-(2 HR RATED SOLID GROUTED AREA SEPARATION WALL ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 6) PROVIDE 5/8" GYP. BD. OVER 2" STUDS AND RIGID INSULATION @ INTERIOR SURFACE WHERE SHOWN ON PLANS. SPLIT FACE @ EXTERIOR SURFACE. - SEE STRUCTURAL DWGS. FOR SIZE & REINF.

INTERIOR STUD WALLS WITH 5/8" TYPE "X" GYPSUM BOARD BOTH SIDES OF 2X4 STUDS @ 16" O.C. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS. PER UBC TABLE 7-B # 17-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER FINISH SCHEDULE.

STUD WALLS - 2X6 WOOD STUDS @ 16" O.C. WITH 7/8" STUCCO FINISH OVER WOOD SHEATHING @ EXTERIOR LOCATIONS; 5/8" TYPE "X" GYPSUM BOARD @ INTERIOR LOCATIONS. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 17-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER INTERIOR FINISH SCHEDULE.

EOT-47938

DAVID G. PUGSLEY — REGISTERED ARCHITECT — STATE OF NEVADA

REVISION
1 05/16/97
2 08/15/97

TOM SAITTA'S
DODGE DEALERSHIP

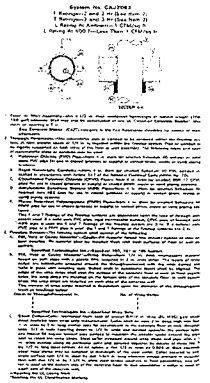
FLOOR PLAN - AREAS "B" & "C"

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LAS VEGAS, NEVADA 89121
(702) 436-1150
WELLS · PUGSLEY ARCHITECTS

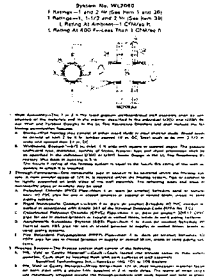
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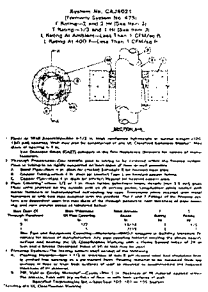
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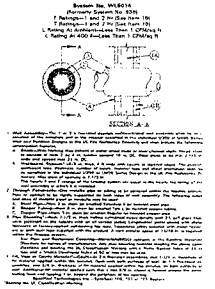
COMBUSTABLE PENATRANT THRU RATED MASONRY WALL



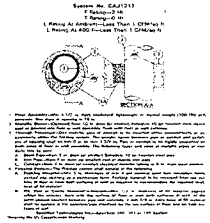
COMBUSTABLE PENATRANT THRU RATED STUD WALL



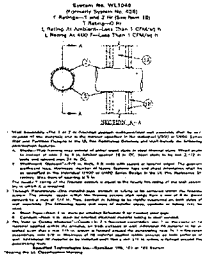
INSULATED PENATRANT THRU RATED MASONRY WALL



INSULATED PENATRANT THRU RATED STUD WALL



NON COMBUSTABLE PENATRANT THRU RATED MASONRY WALL

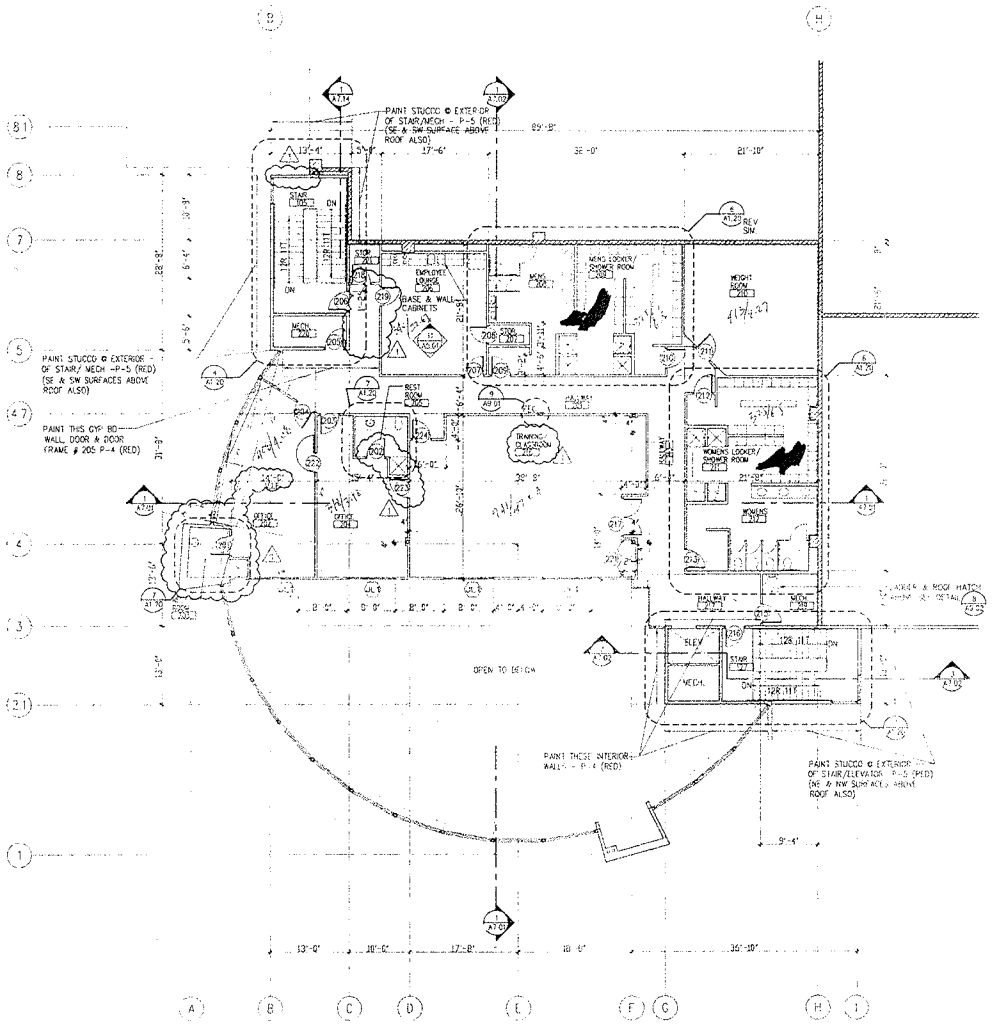


NON COMBUSTABLE PENATRANT THRU RATED STUD WALL

RATED PENETRATION DETAILS

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APPROXIMATE LOCATION OF APPROVED EQUAL HEAD OF WALL DETAILS ARE REQUIRED FOR ALL RATED WALL TERMINATIONS AT FLOOR/CEILING, CEILING AND/OR ROOF/CEILING ASSEMBLIES

FLOOR PLAN - SECOND LEVEL

SCALE 1/8"=1'-0"

NORTH

LEGEND:

CMU WALL-(2 HR RATED SOLID GROUTED ARE/ SEPARATION WALL ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 6) PROVIDE 5/8" GYP. BD. OVER 2" STUDS AND RIGID INSULATION @ INTERIOR SURFACE WHERE SHOWN ON PLANS SPLIT FACE @ EXTERIOR SURFACE - SEE STRUCTURAL DWGS. FOR SIZE & REINF.

INTERIOR STUD WALLS WITH 5/8" TYPE "X" GYPSUM BOARD BOTH SIDES OF 2X4 STUDS @ 16" O.C. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS, PER UBC TABLE 7-B # 17-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER FINISH SCHEDULE

STUD WALLS - 2X6 WOOD STUDS @ 16" O.C. WITH 7/8" STUCCO FINISH OVER WOOD [illegible] SHEATHING @ EXTERIOR LOCATIONS, 5/8" TYPE "X" GYPSUM BOARD @ INTERIOR LOCATIONS (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 12-UL) [illegible] INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER INTERIOR FINISH SCHEDULE

EOT-47938

PLANS APPROVED FOR CONSTRUCTION

DAVID G. PUGSLEY REGISTERED ARCHITECT STATE OF NEVADA

REVISION

1	05/16/97

TOM SAITTA'S
DODGE DEALERSHIP

FLOOR PLAN - SECOND LEVEL

Architecture Design Planning
2480 EAST TOMPKINS AVENUE SUITE 222
LAS VEGAS, NEVADA 89121
(702) 435-1150
WELLS PUGSLEY ARCHITECTS

PROJECT NO.	WP-9618
DATE	03/14/97
DRAWN BY	IBARRA
CHECKED BY	DP

SHEET NO.

A1.12



EOT-47938 - APPLICANT/OWNER: GARDEN CITY, LLC
750 SKY POINTE DRIVE

01/16/13



EOT-47938 - APPLICANT/OWNER: GARDEN CITY, LLC
750 SKY POINTE DRIVE

01/16/13



EOT-47938 - APPLICANT/OWNER: GARDEN CITY, LLC
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01/16/13



EOT-47938 - APPLICANT/OWNER: GARDEN CITY, LLC
750 SKY POINTE DRIVE

01/16/13

TIBERTI MANAGEMENT
COMPANY

RECEIVED
JAN 03 2013

December 19, 2012

Doug Rankin, AICP
City of Las Vegas Planning and Development
731 S. Fourth St.
Las Vegas, NV 89101

RE: 5750 Sky Pointe Drive
Assessors Parcel #125-27-407-005
Lot 3-1, Parcel Map File 87, Page 61

Dear Mr. Rankin,

Please accept this letter as my request to extend the Special Use Permit for Motor Vehicle Sales (New). The city is aware that the Chrysler Corporation revoked the dealership as a part of their bankruptcy. Now would not be timely due to economic and other reasons to institute a new car dealership at this location. We are making this request to preserve our use and viability of this property. I have enclosed the fee for the extension of time. I would request a minimum of five (5) years until our next review.

Thanking you in advance for your attention to this matter. You may feel free to contact me at the following numbers:

1. (702) 248-4000 p.m.
2. (702) 405-3101 a.m.
3. (702) 501-4545 cell

Sincerely,

Renaldo M. Tiberti

RMT/dcm

EOT-47938

1806 Industrial Road • Las Vegas, NV 89102
Telephone: 702.248.4000 • Fax: 702.382.5361
Email: Property@Tiberti.com • Web: TibertiManagement.com

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

CORRECTED LETTER

April 23, 2012

RECEIVED
JAN 03 2013

Mr. Renaldo Tiberti
Garden City, LLC
1806 Industrial Road
Las Vegas, NV 89102

RE: EOT-44638 – NON-CONFORMING USE
CITY COUNCIL MEETING OF APRIL 4, 2012

Dear Messers Martinez:

The City Council at a regular meeting held **April 4, 2012**, APPROVED the re for an Extension of Time of a Non-Conforming use FOR A MOTOR VEH DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Center) Zone [SC-TC (Service Commercial- Town Center) Special Land Designation]. The Notice of Final Action was filed with the Las Vegas City Cle April 5, 2012. This approval is subject to:

Planning

1. This request for an Extension of Time of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive shall expire on January 8, 2013 unless another extension of time is approved by the City Council.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

EOT-47938

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Wel

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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.: **59.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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.: **60.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 20, 2013

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