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.

March 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 MARY BREDLAU, GRACE IN THE DESERT EPISCOPAL CHURCH

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE EMPLOYEE OF THE MONTH

6. RECOGNITION OF NATIONAL PUBLIC SERVICE AWARD WINNER ELIZABETH N. FRETWELL

7. RECOGNITION OF GUN SAFETY

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

9. RECOGNITION OF EL CORTEZ DAY

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

10. 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

11. For Possible Action - Any items 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

12. For possible action to approve the Final Minutes by reference of the regular City Council meeting of March 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

13. For possible action to approve granting a 10 foot non-exclusive private drainage easement, from City Parkway V, Inc., to Boyer Las Vegas SNF, LLC, upon, over, under and across a strip of land which is located within the Las Vegas Technology Center generally located at North Tenaya Way and Cascade Valley Court on APN 138-15-612-014 - Ward 1 (Tarkanian)

BUILDING AND SAFETY - CONSENT

14. For possible action to approve an encroachment request from PublicUs, LLC, owner (100 S. Maryland Parkway, 139-35-317-001) - Ward 3 (Coffin)

15. For possible action to approve a sewer connection agreement from Taney Engineering on behalf of THM ENTERPRISES, LLC., owner and interlocal contract with Clark County Water Reclamation district for sewer services (Southeast corner of West La Madre Way and North Grand Canyon Drive, APN 125-31-410-001, -003, -004, -007 through -011, 125-31-402-010 through -013) - near Ward 4 (Anthony)

16. For possible action to approve a sewer connection agreement from Taney Engineering on behalf of D.R. Horton, Inc., owners and interlocal contract with Clark County Water Reclamation District for sewer services (Tropical Parkway and I-215, APN 126-25-201-004, 126-25-301-006, and 126-25-201-012) - near Ward 6 (Ross)

CITY ATTORNEY - CONSENT

17. For possible action to approve the Retainer Letter Agreement between Michael C. Niarchos of Johns & Durrant, LLP and City Parkway V, Inc. for Professional Services for two years for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($145,000 annually - City Parkway V, Inc.) - All Wards

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

19. For possible action to approve award of Agreement No. 130141-DC, Prime Design Services Agreement for Las Vegas Boulevard and Main Street - St. Louis Street Intersection Design Concept - Department of Public Works - Award recommended to: KIMLEY-HORN AND ASSOCIATES, INC. ($65,000 - Traffic Improvements Capital Projects Fund) - Ward 3 (Coffin)

20. For possible action to approve award of Bid No. 13.26122-DC, I-215 Beltway Trail Segments located along I-215 from Charleston Boulevard to Alexander Road and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: PACE CONTRACTING ($3,965,371.28 - Parks and Leisure Activities Capital Projects Fund) - Wards 2 and 4 (Beers and Anthony)

21. For possible action to approve award of Agreement No. 130147-TF, Professional Engineering Services Agreement for Large Diameter Pipeline Assessment Phase 6, 5 Year Cycle - Department of Public Works - Award recommended to: PROJECT ENGINEERING CONSULTANTS, LTD ($1,275,430 - Sanitation Enterprise Fund) - All Wards

22. For possible action to revise Purchase Order No. 300426, to accommodate additional funding for Agreement No. 100131-TF, Prime Design Services Agreement, Small Diameter Pipeline Assessment Program, 15-Year Cycle - Department of Public Works - Award recommended to: BROWN AND CALDWELL ($422,239 - Sanitation Enterprise Fund) - All Wards

FIRE & RESCUE - CONSENT

23. For possible action to approve a donation of ten Self Contained Breathing Apparatus (SCBA) units to the Clark County School District (CCSD) to use as a teaching tool at Bonanza High School in accordance with Nevada Revised Statute 268.028

OPERATIONS AND MAINTENANCE - CONSENT

24. For possible action to approve a Grant of Easement for Underground Electrical Service from the City of Las Vegas to Nevada Power Company d/b/a NV Energy located at 4551 East Bonanza Road, APN 140-32-101-005 - Ward 3 (Coffin)

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - CONSENT

25. For possible action to approve an agreement with Help of Southern Nevada to implement the Immediate Needs Assistance Program (INAP) that allocates $650,000 (RDA 9% Set-Aside funds) for homeless prevention and rapid re-housing services - All Wards

PLANNING - BUSINESS LICENSING CONSENT

26. For possible action to approve a Package License for a Change of Ownership, FROM: Smith's Food & Drug Centers Inc, TO: Dolgen Midwest LLC dba Dollar General #13455, 1631 West Lake Mead Boulevard, DG Strategic I, LLC, Mmbr 100%, William C Bass, CEO, Robert Paul Mathews, District Mgr, Christine L. Connolly, Secy, John Feray, CFO, Maurice Laliberte, VP, Robert Stephenson, Asst Secy, Ward 5 (Barlow)

27. For possible action to approve an Extension of a Temporary Package License for a Change of Ownership, FROM: Nia Nevada, Inc., TO: BEAFREE 2 LLC dba House of Vino, 8053 North Durango Drive, Suite 160, Basma Abusharif, Mgr 100%, Ward 6 (Ross)

28. For possible action to approve a Beer/Wine/Cooler On-Sale License for a Change of Ownership subject to the provision of the Planning and Fire codes, FROM: Jay Po Inc, TO: Cow 2, LLC dba New Grand China, 8450 Farm Road, Suite 150, Yong Yi He, Mgr 100%, Ward 6 (Ross)

29. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, K & C Ventures LLC dba Rachel's Kitchen Ogden, 150 North Las Vegas Boulevard, Suite 160, Caron Richardson, Managing Mmbr 24%, Kathy Wilson, Managing Mmbr 76%, Ward 3 (Coffin)

30. For possible action to approve a Restricted Gaming License subject to provisions of the Planning and Fire codes and confirmation of approval by the Nevada Gaming Commission, Gill Enterprises, Inc dba 7 Eleven Store 26994B, 903 Pecos Road, Harvinder S. Gill, Pres 100%, Ward 3 (Coffin)

31. For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Hayat Inc dba Hayat Market, 2558 South Valley View Boulevard, Klodia Alkassyonan, Pres, Secy, Treas, Dir 100%, Ward 1 (Tarkanian)

32. For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at 7 Eleven Store 29645E, 529 North Rancho Drive, Robert Woodson, Vice Pres - Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

33. For possible action to approve Interlocal Agreement No. 114483 between the City of Las Vegas and the Las Vegas Valley Water District to cover the water commitment expenses associated with the installation of two new water meters required for irrigation at the Garside Pool Facility project, 300 South Torrey Pines Drive, meters will be located on the west side of Torrey Pines Drive, north of Celeste Street - ($1,428 - Parks & Leisure Activities Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

34. Report on status of the City's Life Cycle Infrastructure Asset Management and Maintenance costs for roadways, storm drains, sanitary sewers, buildings, parks and fleet - All Wards

35. Report regarding the status of education in Clark County and in the City of Las Vegas, presented by Pat Skorkowsky, Deputy Superintendent, Clark County School District - All Wards

ADMINISTRATIVE SERVICES - DISCUSSION

36. Discussion for possible action regarding the Interlocal lease agreement and Contract for Employee Training and Economic and Community Development Services between the City of Las Vegas (City) and the College of Southern Nevada (CSN), which will allow CSN to lease 9,800 square feet of space on the third floor of City Hall and have access to City Hall Training rooms in exchange for economic development, organizational development and downtown community development services for all Las Vegas Valley residents - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

37. R-17-2013 - Discussion for possible action regarding a Resolution in General Support of Efforts by the State of Nevada to Be Selected for One of the Six National Test Ranges for Unmanned Aircraft Systems - All Wards

38. R-18-2013 - Discussion for possible action regarding a Joint Resolution Opposing the Indefinite Detention Provisions of the National Defense Authorization Act - All Wards

BOARDS & COMMISSIONS - DISCUSSION

39. Discussion for possible action regarding the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2013-14 - All Wards

40. For Possible Action - LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Ron Kirsh, Term Expiration 4-7-2013, Carol Reese, Term Expiration 4-18-2013 and Robin Munier, Term Expiration 4-18-2013

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

41. Bill No. 2013-7 - For Possible Action - 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 [NOTE: This item will come forward to City Council as a First Amendment, with a change in the title and summary. The summary has been changed to read: Authorizes a recreational vehicle to park on a residential street for up to seventy-two consecutive hours under certain conditions]

42. Bill No. 2013-8 - For Possible Action - 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

43. Bill No. 2013-9 - For Possible Action - 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

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.

44. Bill No. 2013-10 - Amends provisions of the Unified Development Code governing the collocation, removal and replacement of certain wireless communication facilities so as to conform to Federal law. Proposed by: Flinn Fagg, Director of Planning

45. Bill No. 2013-11 - Amends the Unified Development Code to remove the provision limiting beer/wine/cooler cultural establishments to the Arts District. Proposed by: Flinn Fagg, Director of Planning

46. Bill No. 2013-12 - Repeals obsolete provisions regarding the Senior Citizens' Center, the Child Care Licensing Board, and the Records Management Committee, and updates Code references to certain holidays. Sponsored by: Mayor Carolyn G. Goodman

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. 2013-13 - Adopts an updated Housing Element of the Las Vegas 2020 Master Plan. Proposed by: Flinn Fagg, Director of Planning

48. Bill No. 2013-14 - Updates the City's licensing regulations by creating two new alcoholic beverage license categories (beer and wine room and ancillary brew pub) and prohibiting restricted gaming at an establishment where a beer and wine room alcoholic beverage license is held. Sponsored by: Councilman Bob Beers

CLOSED SESSION

49. 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

50. 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

51. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1625 South Eastern Avenue for fees in the amount of $3,440 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $22,940. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O IGYA DEMIRCI & DAVID SADRI - Ward 3 (Coffin)

52. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1405 Joshua Way for fees in the amount of $1,927 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $21,577. PROPERTY OWNER: GERALDINE S. BROWN - Ward 3 (Coffin)

53. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 712 West Adams Avenue for fees in the amount of $2,792 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $22,292. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O JOHN E. LANGSTON - Ward 5 (Barlow)

54. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $4,075.70 in out of pocket costs, and $46,000 in daily and failed civil penalties for a total of $50,075.70 recorded against the property located at 1633 K Street. PROPERTY OWNER: FEDERAL NATIONAL MORTGAGE ASSOC - Ward 5 (Barlow)

PLANNING

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

PLANNING - DISCUSSION

55. ROC-48170 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WAL-MART STORES, INC. - OWNER: WAL-MART REAL ESTATE BUSINESS TRUST - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-3815) TO DELETE CONDITION #7 WHICH STATES "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED" at 6310 West Charleston Boulevard (APN 138-35-816-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

56. EOT-48315 - EXTENSION OF TIME - NON-PUBLIC HEARING - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC - Discussion for possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-40376) FOR A PROPOSED NINE SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT USE WITHIN AN EXISTING 3,187 SQUARE-FOOT CONVENIENCE STORE at 500 South Decatur Boulevard (APN 138-36-701-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

57. MOD-47016 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: TIGHI FAMILY, LP - For possible action on a request for a Major Modification of the Town Center Land Use Plan to Amend the Special Land Use Designation FROM: EC-TC (EMPLOYMENT CENTER MIXED USE - TOWN CENTER) TO: ML-TC (MEDIUM-LOW DENSITY RESIDENTIAL - TOWN CENTER) on 36.36 acres at the northeast corner of Gilcrease Avenue and Fort Apache Road (APN 125-17-101-001), Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

58. SDR-47017 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-47016 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: TIGHI FAMILY, LP - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 293-LOT RESIDENTIAL DEVELOPMENT WITH A WAIVER OF THE TOWN CENTER SINGLE-FAMILY RESIDENTIAL STREET STANDARDS AND AN ASSOCIATED ENCROACHMENT INTO THE PUBLIC RIGHTS-OF-WAY ON 36.36 acres at the northeast corner of Gilcrease Avenue and Fort Apache Road (APN 125-17-101-001), T-C (Town Center) Zone [EC-TC (Employment Center Mixed Use - Town Center) Special Land Use Designation] [PROPOSED: ML-TC (Medium Low Density Residential - Town Center)], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

59. GPA-47449 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request to adopt an updated Housing Element and revise the 2020 Master Plan; All Wards. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

60. GPA-47595 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC - For possible action on a request to Amend the 2020 Master Plan Land Use FROM: L (LOW DENSITY RESIDENTIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 2.32 acres at 3900 West Oakey Boulevard (APN 162-06-603-017), Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

61. ZON-47594 - REZONING RELATED TO GPA-47595 - PUBLIC HEARING - APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) on 2.32 acres at 3900 West Oakey Boulevard (APN 162-06-603-017), Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

62. SUP-47592 - SPECIAL USE PERMIT RELATED TO GPA-4759 AND ZON-47594 - PUBLIC HEARING - APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC - For possible action on a request for a Special Use Permit FOR THE CONVERSION OF THREE EXISTING SENIOR CITIZEN APARTMENT BUILDINGS TO ASSISTED LIVING APARTMENTS on 2.32 acres at 3900 West Oakey Boulevard (APN 162-06-603-017), R-E (Residence Estates) Zone [PROPOSED: R-2 (Medium-Low Density Residential)], Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

63. MOD-47606 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC - For possible action on a request for a Major Modification of the Lone Mountain West Master Development Plan To Amend the Future Land Use Designation FROM: MFM (MULTI-FAMILY MEDIUM RESIDENTIAL) TO: L (LOW DENSITY RESIDENTIAL) AND TO AMEND TABLES 1 THROUGH 4 OF THE MASTER DEVELOPMENT PLAN (SECTION 2.2) TO REFLECT CHANGES TO THE LAND USE CATEGORIES AND NUMBER OF RESIDENTIAL UNITS on 13.81 acres adjacent to the east side of the Puli Drive alignment, south of Lone Mountain Road (APNs 137-01-101-001 and 009; and 137-01-201-001 and 002), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

64. ZON-47605 - REZONING RELATED TO MOD-47606 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: IOTA TUSCAN, LLC - For possible action on a request for Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 16.40 acres adjacent to the south side of Peaceful Dawn Avenue, approximately 630 feet west of Cliff Shadows Parkway (APNs 137-01-101-010 and 011; and 137-01-201-003), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

65. VAR-47607 - VARIANCE RELATED TO MOD-47606 AND ZON-47605 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC, ET AL - For possible action on a request for a Variance TO ALLOW SIX-FOOT PERIMETER RETAINING WALLS WHERE 3.5 FEET IS THE MAXIMUM ALLOWED on 55.00 gross acres at the southeast corner of Lone Mountain Road and Puli Road (APNs 137-01-101-001, 009, 010 and 011; 137-01-201-001, 002, 003, 011 and 012; and 137-01-301-001 and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

66. VAR-47609 - VARIANCE RELATED TO MOD-47606, ZON-47605 AND VAR-47607 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC, ET AL - For possible action on a request for a Variance TO ALLOW 40-FOOT WIDE PRIVATE STREETS WITH NO SIDEWALKS WHERE 47-FOOT WIDE STREETS WITH SIDEWALKS AND AMENITY ZONES ON BOTH SIDES ARE REQUIRED on 55.00 gross acres at the southeast corner of Lone Mountain Road and Puli Road (APNs 137-01-101-001, 009, 010 and 011; 137-01-201-001, 002, 003, 011 and 012; and 137-01-301-001 and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

67. VAC-47611 - VACATION RELATED TO MOD-47606, ZON-47605, VAR-47607 AND VAR-47609 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC, ET AL - For possible action on a Petition to Vacate public rights-of-way and U.S. Government Patent Easements generally located east of Puli Road, south of Lone Mountain Road, Ward 4 (Anthony). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL.

68. SDR-47610 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-47606, ZON-47605, VAR-47607, VAR-47609 AND VAC-47611 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 328-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 55.00 gross acres at the southeast corner of Lone Mountain Road and Puli Road (APNs 137-01-101-001, 009, 010 and 011; 137-01-201-001, 002, 003, 011 and 012; and 137-01-301-001 and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Anthony). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

69. VAR-47819 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: NP PALACE, LLC. - For possible action on a request for a Variance TO ALLOW A 50-FOOT TALL FLAG POLE ON THE ROOF OF AN EXISTING BUILDING WHERE THE MAXIMUM HEIGHT OF THE POLE ALLOWED IS 40 FEET on 10 acres at 2411 West Sahara Avenue (APN 162-08-502-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

SET DATE

70. 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

71. 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

72. 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: MARCH 20, 2013

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

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

SUBJECT:
INVOCATION - REVEREND MARY BREDLAU, GRACE IN THE DESERT EPISCOPAL CHURCH

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

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

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 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: MARCH 20, 2013

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL PUBLIC SERVICE AWARD WINNER ELIZABETH N. FRETWELL

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF GUN SAFETY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF EL CORTEZ DAY

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 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.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items 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.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 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 March 6, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve granting a 10 foot non-exclusive private drainage easement, from City Parkway V, Inc., to Boyer Las Vegas SNF, LLC, upon, over, under and across a strip of land which is located within the Las Vegas Technology Center generally located at North Tenaya Way and Cascade Valley Court on APN 138-15-612-014 - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On May 2012 City Parkway V, Inc., (CPV) agreed to sell 2.69 acres of land to Boyer Las Vegas SNF, LLC, for the purpose of building a skilled nursing facility. The natural slope, current design and grading plan for this facility require that drainage for the building slope northeast. The drainage can only be obtained by creating an easement across the adjacent 5.79 acres of land currently owned by CPV.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Form of Drainage Easement

Form of Drainage Easement

APN: 138-15-612-014

Recording Requested by &
Return Documents to:
Attn: President
City Parkway V, Inc.
495 S. Main Street
Las Vegas, NV 89101

Space Above for Recorder's Use Only

GRANT OF EASEMENT FOR DRAINAGE PURPOSES

City Parkway V, Inc.("Grantor"), the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the Boyer Las Vegas SNF, LLC, a Utah limited liability company ("Grantee"), its successors and assigns as the owner of certain real property described on Exhibit B attached hereto and made a part hereof which is located on Assessor's Parcel No. 138-15-612-015 (the "Grantee's Parcel"), a non-exclusive private drainage easement ("Drainage Easement") which shall be appurtenant to the Grantee's Parcel, to be maintained by Grantee, upon, over, under and across a strip of land situated in the City of Las Vegas, County of Clark, Nevada ("Drainage Easement Area") which is located on Assessor's Parcel No. 138-15-612-014 ("Parcel") and described as follows:

FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

1. The Drainage Easement granted herein includes all rights necessary for the construction, installation, operation, maintenance, repair and renewal of surface and subsurface drainage swales, channels, pipes, laterals and attached appurtenances (collectively, "Drainage Improvements") upon, over, under and across the Drainage Easement Area, and the right of ingress and egress to and over the Parcel as necessary to access the Drainage Easement Area.

2. Grantee agrees to construct, operate and maintain the Drainage Improvements at its own expense and in accordance with the City of Las Vegas Municipal Code. If the Drainage Improvements are not maintained in compliance with the requirements for street set forth in the City's Municipal Code, and such failure continues for thirty (30) days after Grantor has delivered written notice of such failure to Grantee (or such longer period as may be required provided Grantee has commenced the cure of such failure and is diligently completing the same) the Grantor, or its agent, shall have the right, but not the obligation, to take those actions necessary to put the Drainage Improvements in compliance ("Compliance Work"). The Grantee must pay the Grantor, or its agent, for all out of pocket costs and expenses in completing the Compliance Work performed within a period of thirty (30) days from the date of presentation of the bill for the Compliance Work to the Grantee.

3. Grantee agrees to allow the Grantor, or its agent, to make inspections of the Drainage Easement Area and land appurtenant thereto as the Grantor reasonably deems necessary.

4. The Grantee agrees to defend, indemnify and hold Grantor, its officers, employees and agents, from and against all claims, demands, judgments, costs and expenses, including reasonably attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of Grantee, Grantee's officers, employees and agents in connection with Grantee's construction, operation and maintenance of the Drainage Improvements and use of or presence on the Drainage Easement Area.

5. The duration of the Drainage Easement herein granted shall be perpetual. This Drainage Easement may only be amended or terminated by the request of the Grantee and with the consent of the City of Las Vegas Public Works and Building Departments. The Grantee must then file the amending or terminating instrument with the County Recorder at its sole cost and expense before the amendment or termination becomes effective.

6. Only such rights are granted hereby as are necessary for the construction, installation, operation, maintenance, repair and renewal of the Drainage Improvements. Grantor, and its successors and assigns, reserves the right to use the Drainage Easement Area in any manner and for any purposes not inconsistent with the drainage easement rights granted herein, including without limitation, the right to drain water through the Drainage Easement Area from parcel(s) adjacent to the Drainage Easement Area, and to modify or relocate the Drainage Improvements at Grantor's, or its successor's and assign's, sole cost and expense, if further development of the adjacent parcels warrants such action and provided such relocation does not unreasonable interfere with the operations and use of the Drainage Improvements by Grantee.

7. The Grantor certifies there and represents there are not mortgages or liens against the Parcel if there are no signatures or mortgages or lienholders subscribed below.

8. The invalidation or any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

9. The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs and assigns of the owner who acquire any right, title or interest in or to the Parcel or Grantee's Parcel, or any part thereof. Any person who acquires any right, title or interest in or to the Parcel or Grantee's Parcel, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document. Grantor will defend the title to said Drainage Easement against all persons claiming by, through or under Grantor.

10. This document shall be constructed in accordance with the laws and case decisions of the State of Nevada. Exclusive venue for the enforcement of this document shall be the Clark County's Eighth Judicial District Court.

11. Both parties represent and warrant that they have the authority to execute this Grant of Easement for Drainage Purposes.

EASEMENT FOR DRAINAGE PURPOSES
Signature Page

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this _____ day of _____, 2013.

CITY PARKWAY V., INC.
"Grantor"

By: _____
Elizabeth N. Fretwell, President

Attest:

By: _____
Scott D. Adams, Secretary

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, 2013 by Elizabeth N. Fretwell, as President of City Parkway V. Inc..

_____
Notary Public

GRANTEE'S ACCEPTANCE

Grantee hereby accepts of the terms and conditions of this Grant of Easement for Drainage Purposes.

BOYER LAS VEGAS SNF, LLC, a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company
"Grantee"

By: _____

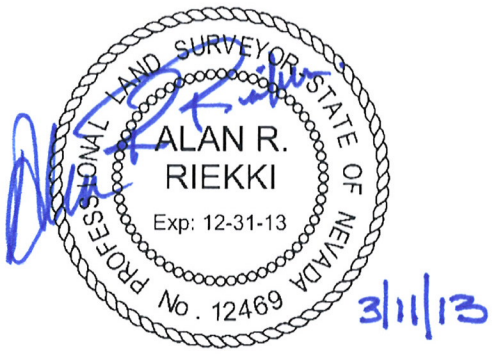
Name: _____

Title: _____

Grantees' Notary Acknowledgement is Attached

Exhibit A

APN 138-15-612-014



1338-02
MARCH 11, 2013
BY: ARR
P.R. BY MFK
(PAGE 1 OF 2)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTH OF CASCADE VALLEY COURT AND EAST OF TENAYA WAY, IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA FOR PRIVATE DRAINAGE EASEMENT PURPOSES.

10 FOOT WIDE PRIVATE DRAINAGE EASEMENT

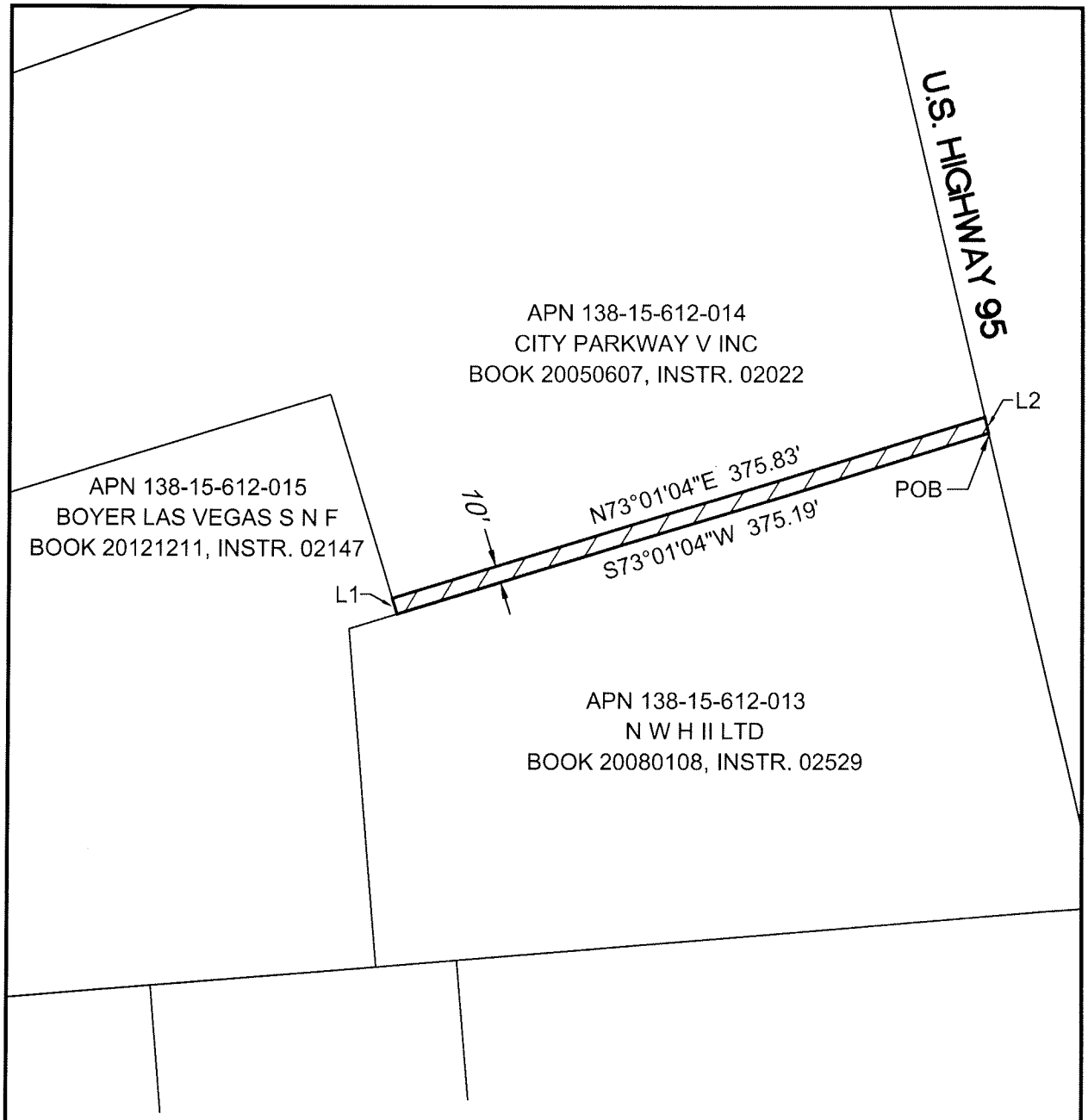
BEING A PORTION OF LOT 1 OF THAT SUBDIVISION KNOWN AS "LAS VEGAS TECHNOLOGY CENTER UNIT 2" ON FILE IN BOOK 62 OF PLATS, AT PAGE 44, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL OF LAND CONVEYED TO "NWHII LTD" PER DOCUMENT NUMBER 20080108:02529, SAME BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 95; THENCE SOUTH 73°01'04" WEST, ALONG THE NORTHERLY LINE OF SAID "NWHII LTD" PARCEL, 375.19 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO "BOYER LAS VEGAS SNF" PER DOCUMENT NUMBER 20121211:02147; THENCE NORTH 17°03'33" WEST, DEPARTING SAID "NWHII LTD" PARCEL AND ALONG THE EASTERLY LINE OF SAID "BOYER LAS VEGAS SNF" PARCEL, 10.00 FEET; THENCE NORTH 73°01'04" EAST, DEPARTING SAID EAST LINE, 375.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 95; THENCE SOUTH 13°22'20" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 10.02 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 3,755 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
THE BASIS OF BEARINGS IS GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM, LAS VEGAS ZONE, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

END OF DESCRIPTION.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N17°03'33"W	10.00'
L2	S13°22'20"E	10.02'

NORTH

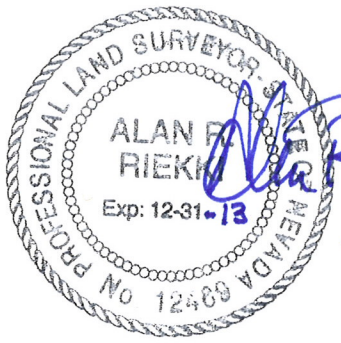
SHEET 1 OF 1
NOT TO SCALE

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF LAS VEGAS – SURVEY
333 N. RANCHO DRIVE, LAS VEGAS, NEVADA 89128 702 229-6217

DRAWING: 1338-02-LEGAL EXIBIT
DRAWN BY: MFK
CHECKED BY: ARR
DATE: 03/11/2013

Exhibit B



4/25/12

APRIL 23, 2012
BY: HJB
P.R. BY: JVT
(PAGE 1 OF 2)

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTH OF PEAK DRIVE AND EAST OF THE TENAYA WAY FOR TRANSFER PURPOSES.

LEGAL DESCRIPTION
AHC FACILITY

BEING A PORTION OF LOT 1 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "LAS VEGAS TECHNOLOGY CENTER UNIT 2" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 62 OF PLATS, AT PAGE 44, LOCATED WITHIN THE NORTHWEST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

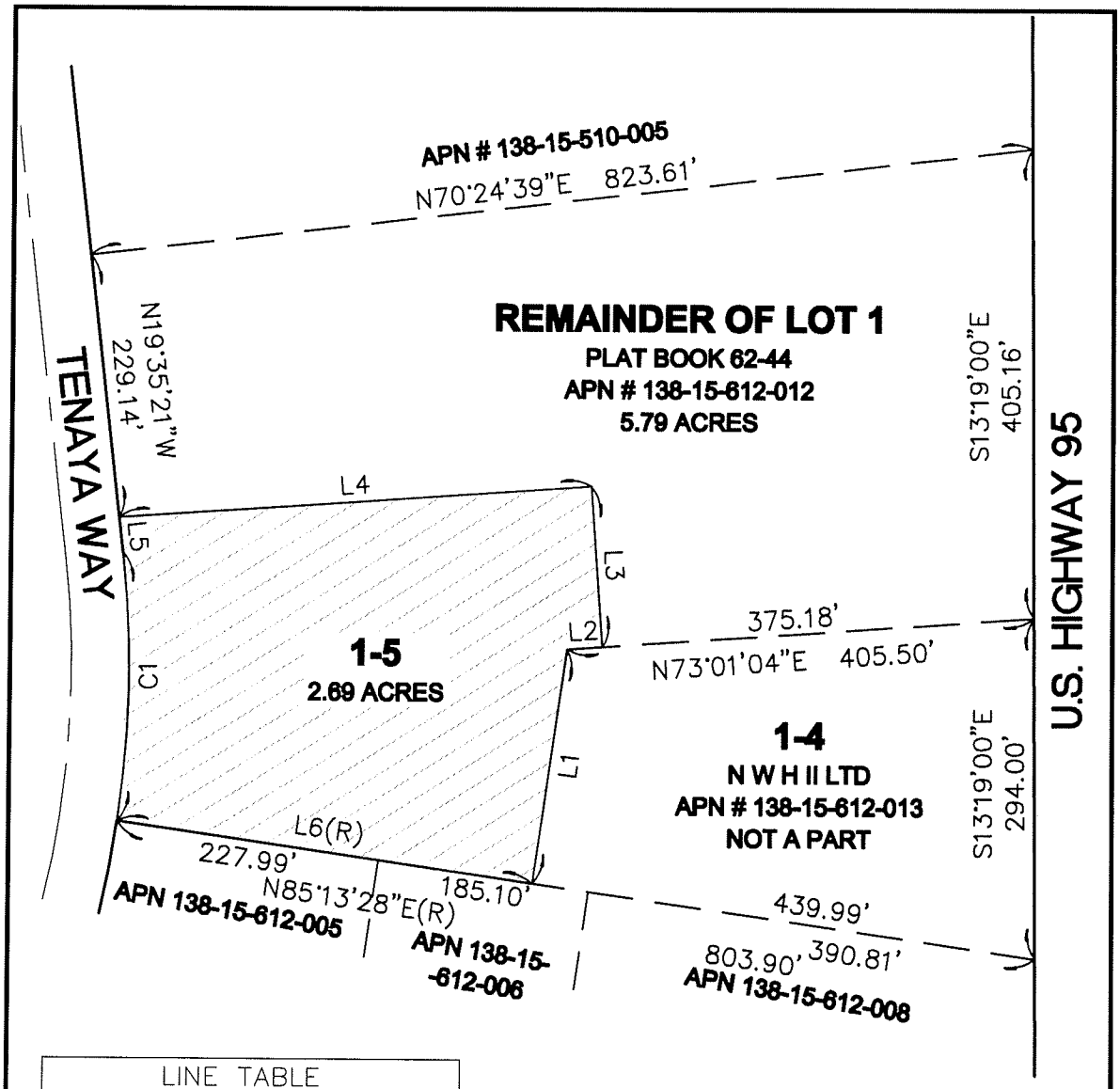
BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TENAYA WAY, SAME BEING THE MOST SOUTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE "CITY PARKWAY V INC.", PER DOCUMENT NO. 20050607:02022, RECORDED JUNE 07, 2005, SAID PARCEL OF LAND IS DEPICTED ON THE RECORD-OF-SURVEY IN FILE 170 AT PAGE 86; SAME POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 901.38 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 85°13'28" EAST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°48'49", AN ARC LENGTH OF 233.05 FEET; THENCE NORTH 19°35'21" WEST, 29.84 FEET; THENCE NORTH 72°56'27" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, 411.07 FEET; THENCE SOUTH 17°03'33" EAST, 138.53 FEET TO A POINT ON NORTHERLY LINE OF THAT PARCEL OF LAND CONVEYED TO "N W H II LTD" PER DOCUMENT NO. 20080108:02529, RECORDED ON JANUARY 08, 2008; THENCE ALONG THE PROPERTY LINE OF SAID PARCEL, THE FOLLOWING TWO COURSES:
1) SOUTH 73°01'04" WEST, 30.32 FEET; 2) SOUTH 04°46'32" EAST, 205.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND CONVEYED TO "CITY PARKWAY V INC"; THENCE SOUTH 85°13'28" WEST, ALONG SAID SOUTHERLY LINE, 363.91 FEET TO THE **POINT OF BEGINNING.**

AHC FACILITY
LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)

CONTAINING 2.69 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
THE BASIS OF BEARINGS IS GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM, LAS VEGAS ZONE, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

END OF DESCRIPTION.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S04°46'32"E	205.00'
L2	S73°01'04"W	30.32'
L3	S17°03'33"E	138.53'
L4	N72°56'27"E	411.07'
L5	N19°35'21"W	29.84'
L6	N85°13'28"E	363.91'

NORTH

SHEET 1 OF 1
NOT TO SCALE

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANG.
C1	14°48'49"	901.38'	233.05'	117.18

EXHIBIT FOR AHC FACILITY

CITY OF LAS VEGAS – SURVEY
333 N. RANCHO DRIVE, LAS VEGAS, NEVADA 89128 702 229-6217

DRAWING: AHC EXHIBIT
DRAWN BY: HJB
CHECKED BY: ARR
DATE: 4/23/2012

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

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 PublicUs, LLC, owner (100 S. Maryland Parkway, 139-35-317-001) - Ward 3 (Coffin)

Fiscal Impact

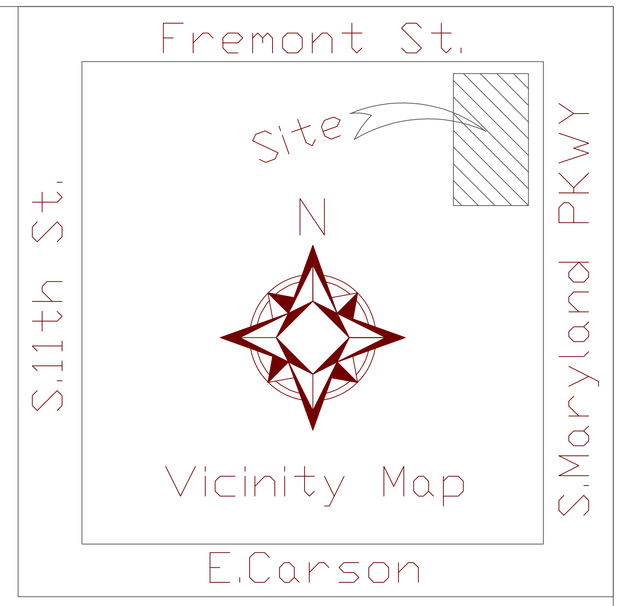
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is to allow for Americans with Disabilities Act (ADA) handicapped accessible ramps, awnings, signage, a portion of an existing building, and an outdoor dining area at the intersection of Maryland Parkway and Fremont Street. The project is related to a proposed restaurant (SUP-48179) located at 1126 Fremont Street within the Downtown Redevelopment Area, Downtown Centennial Plan (DTCP) – East Village, Southeast Sector Revitalization Area. The improvements are adequate to the Department of Public Works and would be consistent with the revitalization focus of the DTCP.

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

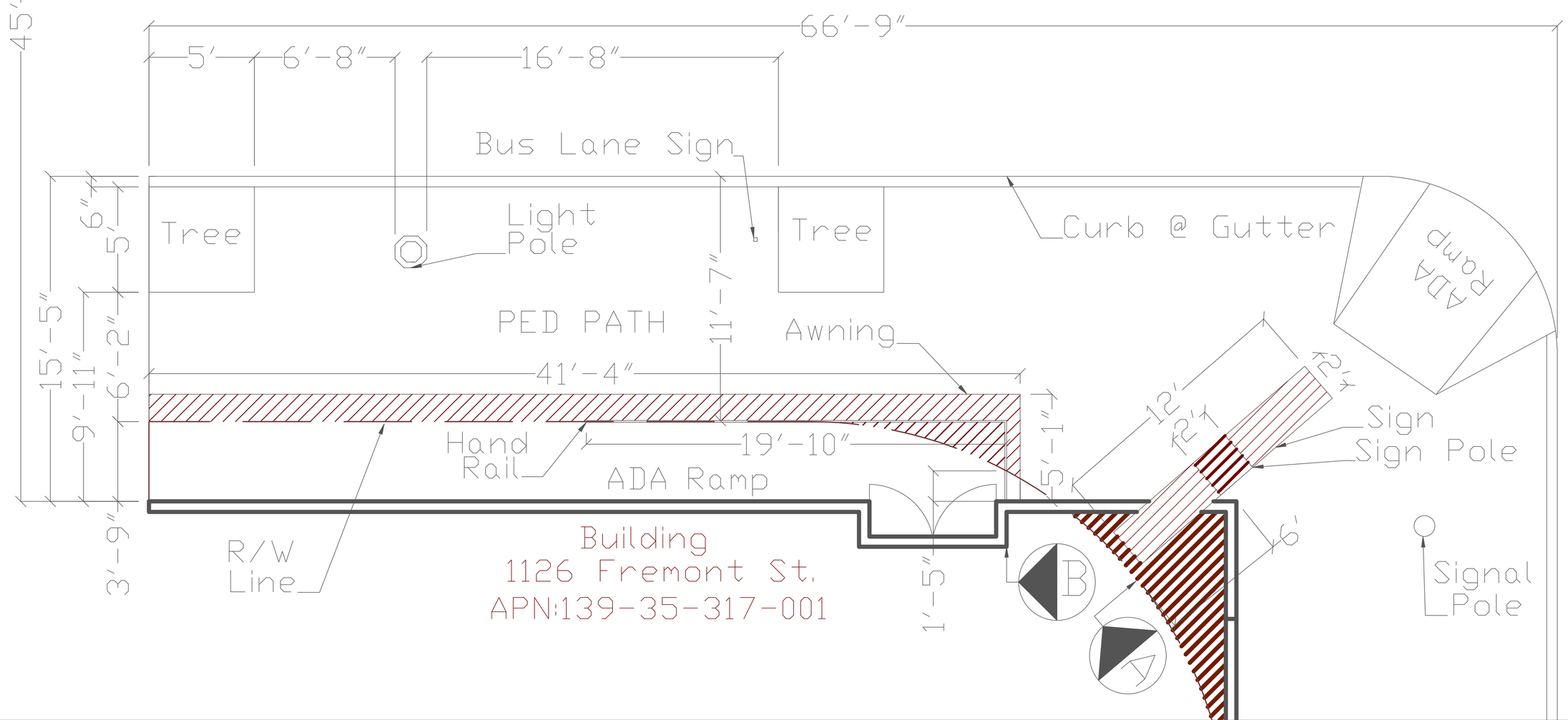
Plan View



Center Line Fremont St.

FREMONT ST.
(PUBLIC STREET)

= AREA OF ENCROACHMENT



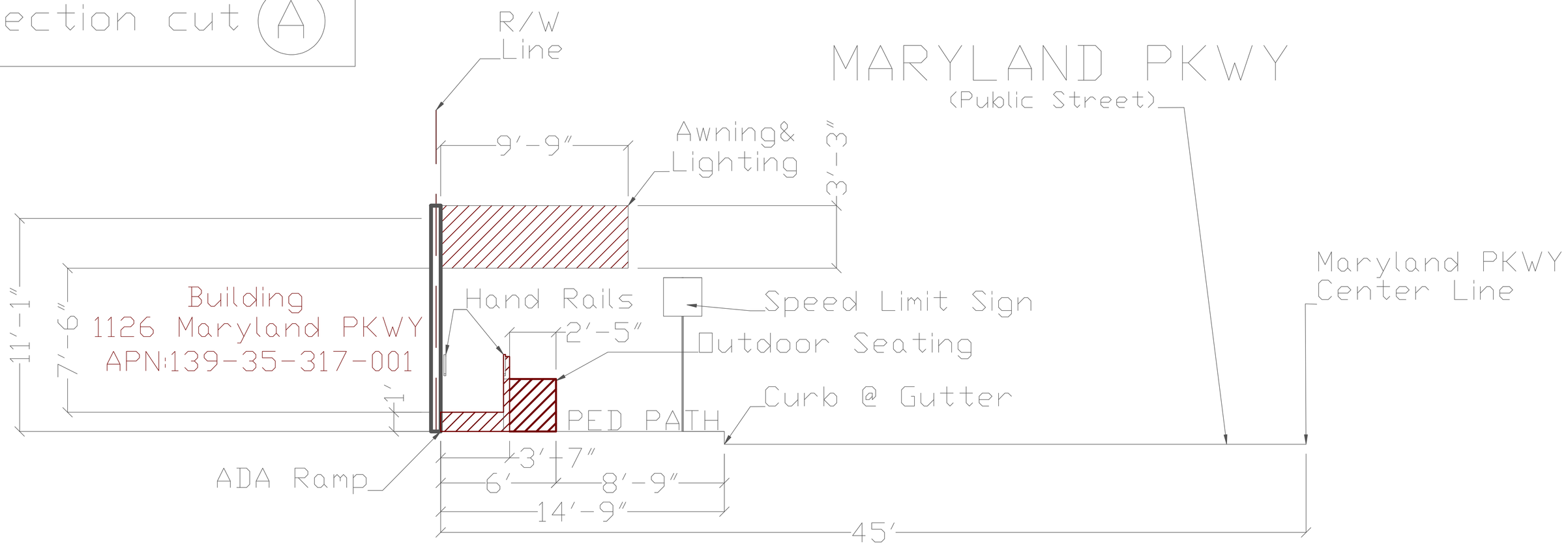
ENCROACHMENT EXHIBIT

PublicUs

South to North Elevation

Section cut (A)

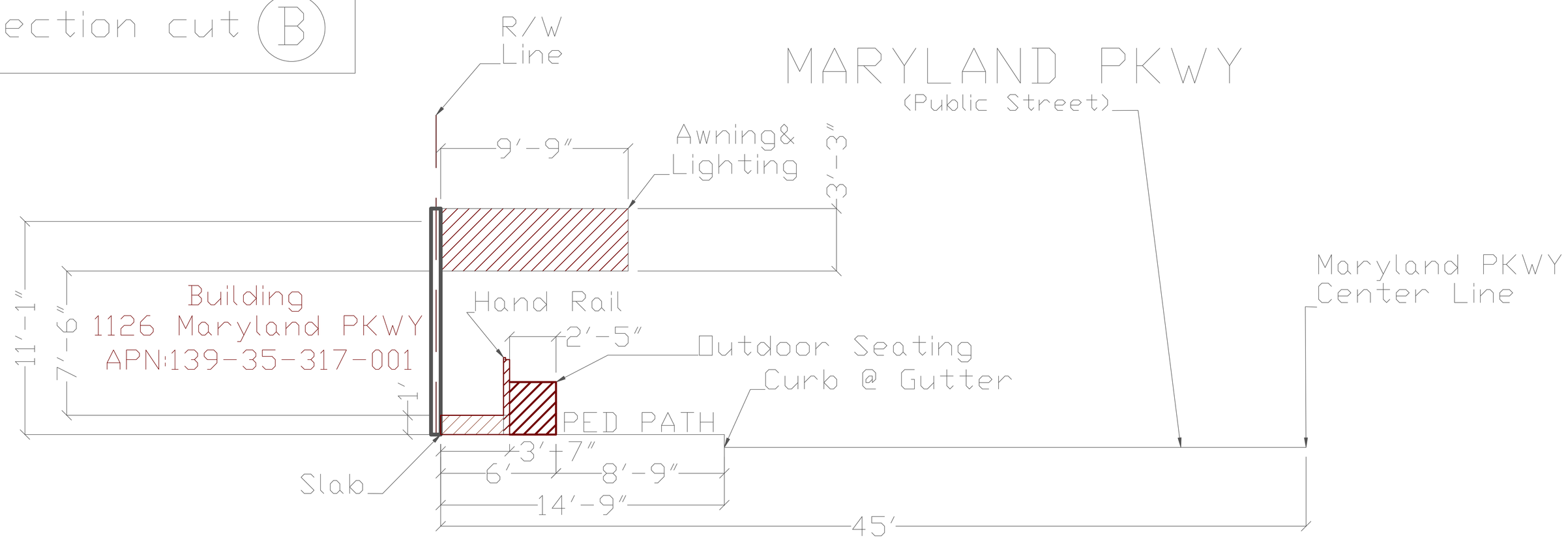
= AREA OF ENCROACHMENT



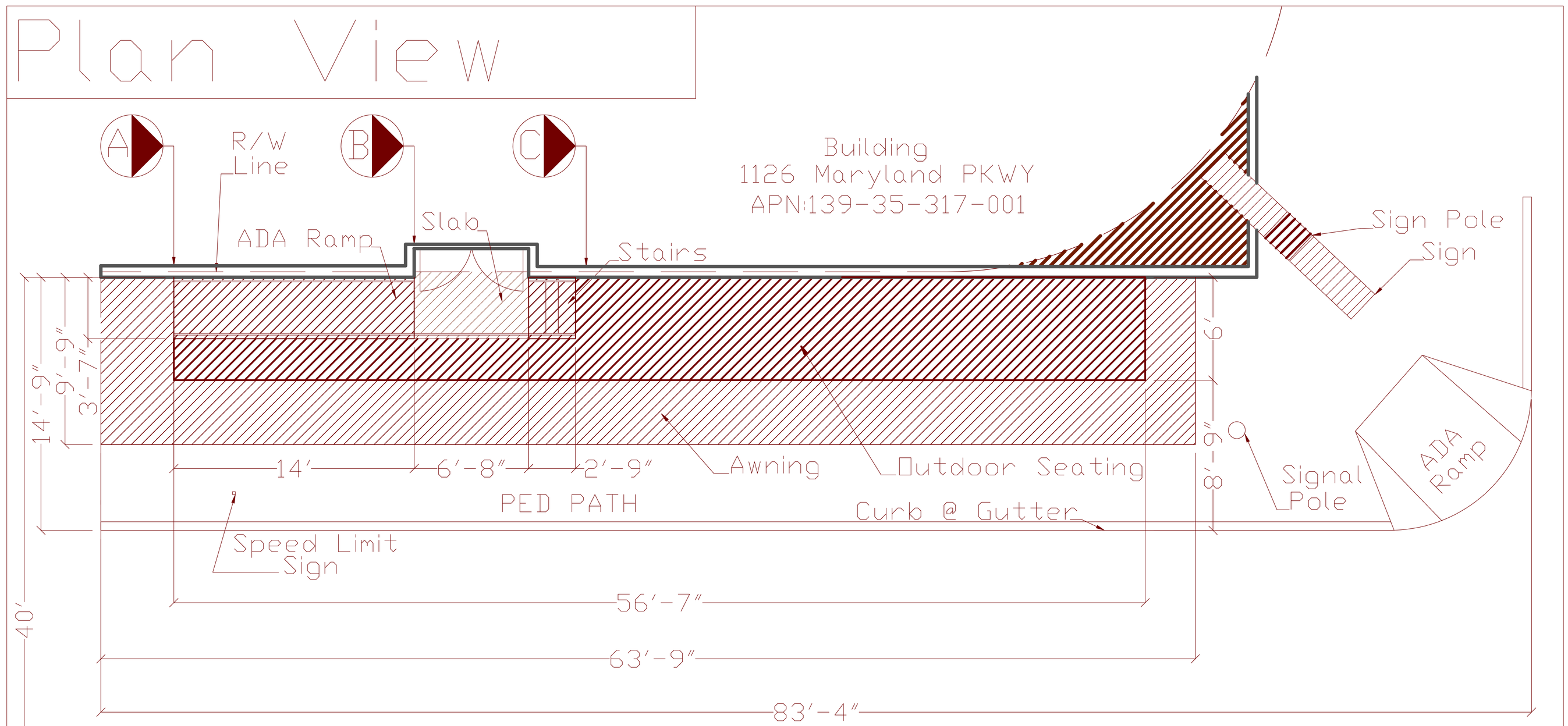
South to North Elevation

Section cut (B)

= AREA OF ENCROACHMENT



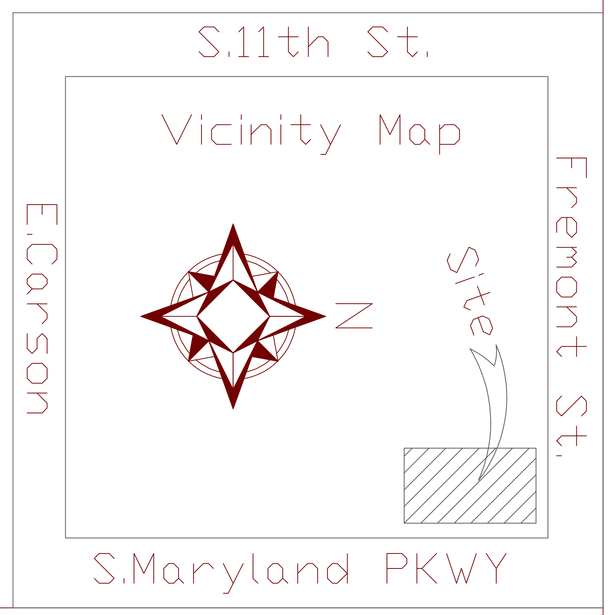
Plan View



MARYLAND PKWY
(PUBLIC STREET)

Maryland PKWY Center Line

= AREA OF ENCROACHMENT

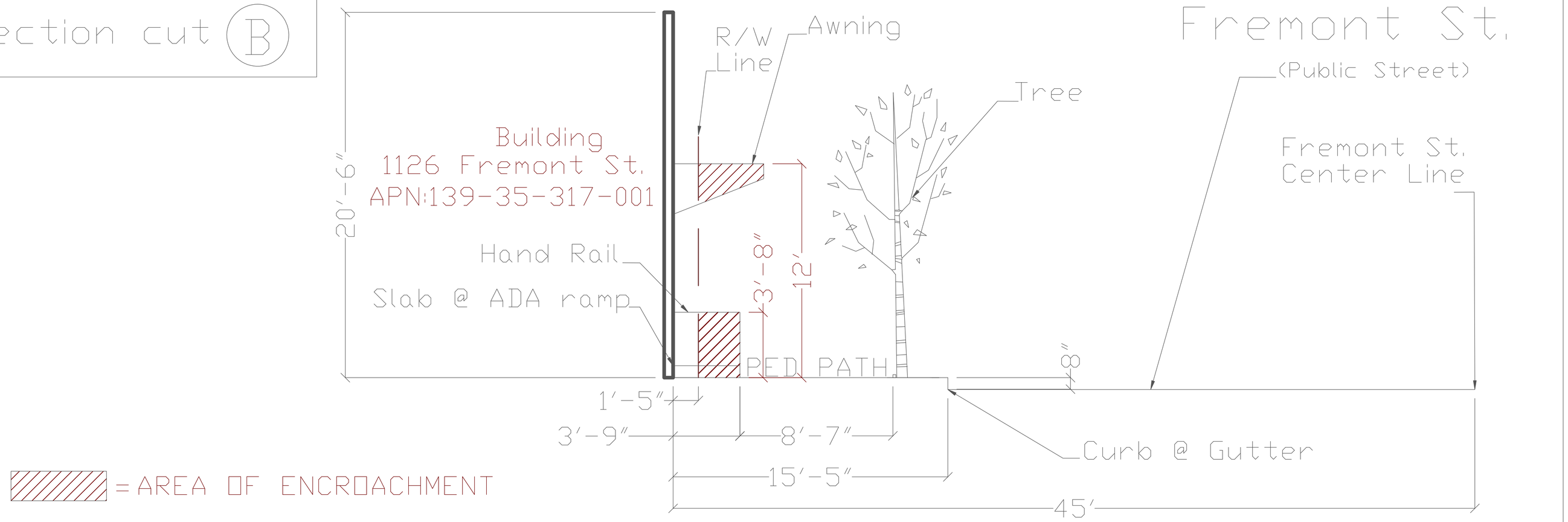


ENCROACHMENT EXHIBIT

PublicUs

East to West Elevation

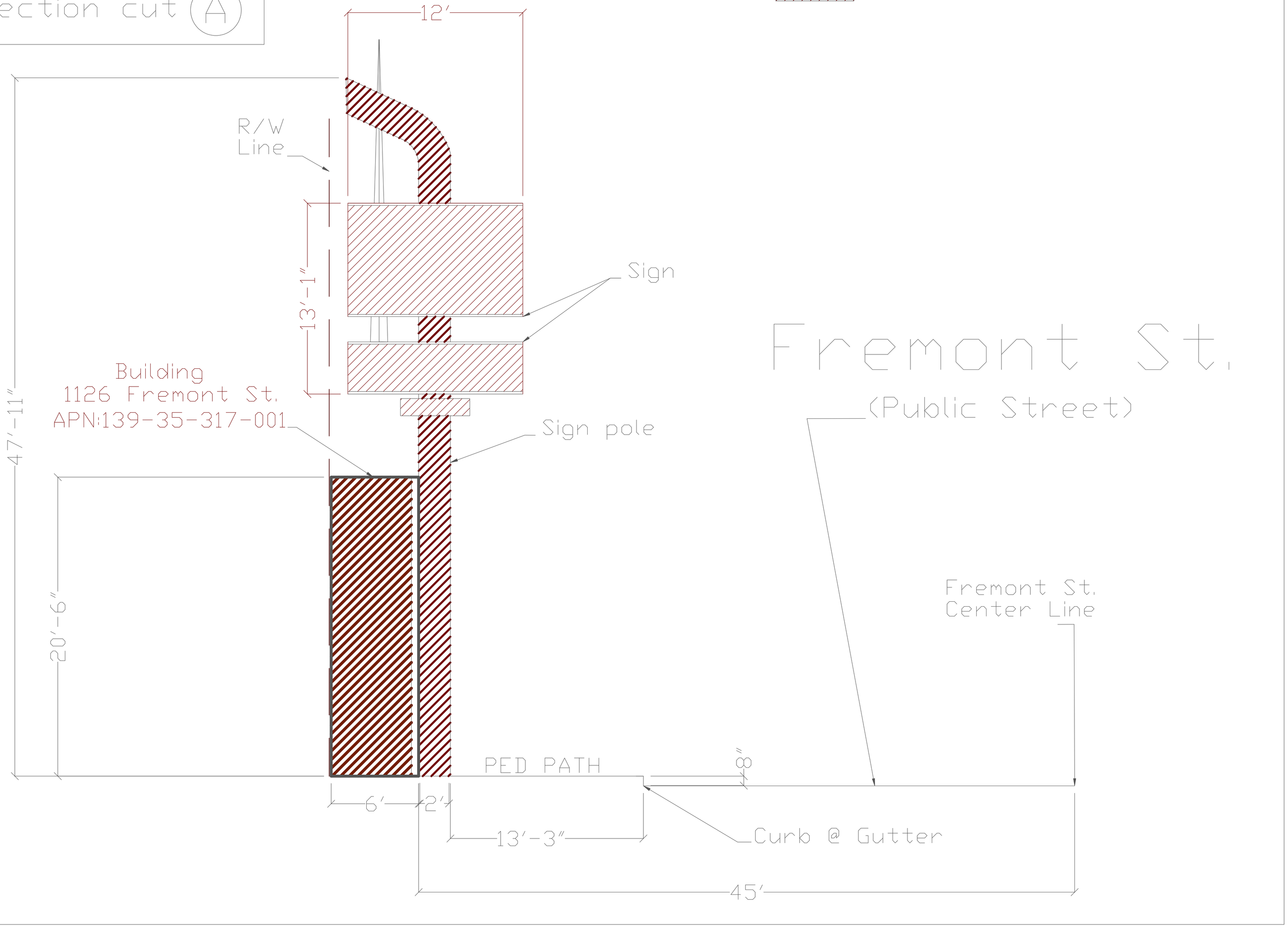
Section cut B



East to West Elevation

Section cut (A)

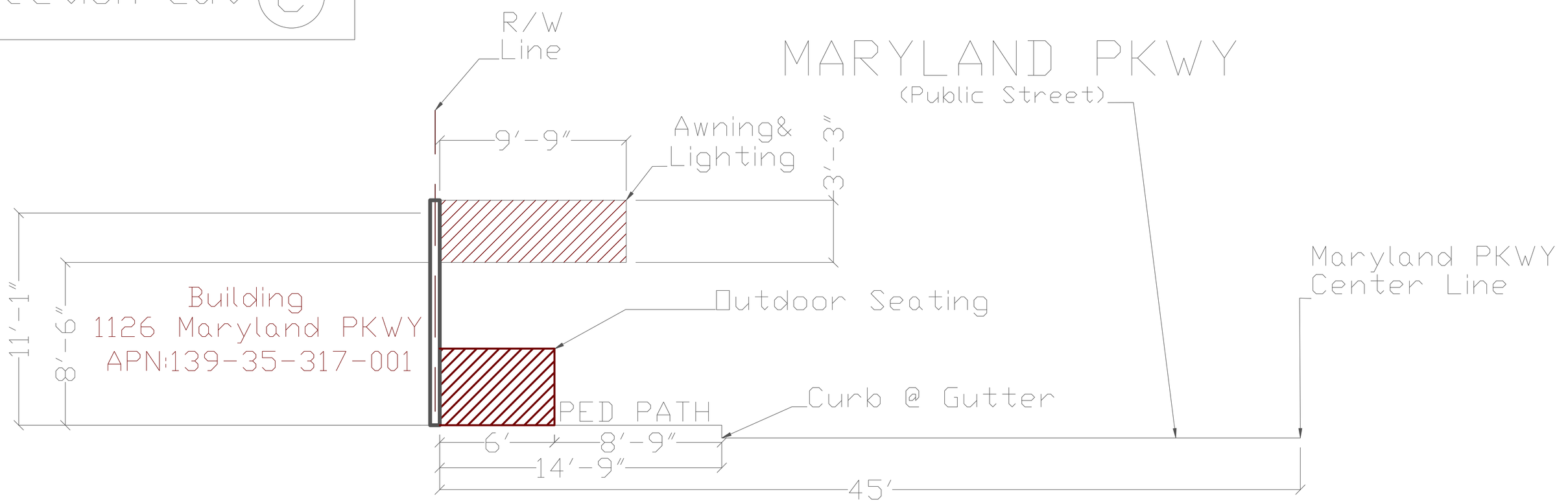
= AREA OF ENCROACHMENT



South to North Elevation

Section cut Ⓒ

= AREA OF ENCROACHMENT



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve a sewer connection agreement from Taney Engineering on behalf of THM ENTERPRISES, LLC., owner and interlocal contract with Clark County Water Reclamation district for sewer services (Southeast corner of West La Madre Way and North Grand Canyon Drive, APN 125-31-410-001, -003, -004, -007 through -011, 125-31-402-010 through -013) - near Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for a sewer connection to connect 12 single family dwellings, located west of Grand Canyon Drive and south of La Madre Way. The owners propose to connect to the existing 8-inch sewer line at the intersection of Lone Mountain Road and Grand Canyon Drive to a depth and location acceptable to the City of Las Vegas Collection System Planning. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement" and a "Petition for Annexation" agreement.

RECOMMENDATION:
Building and Safety in conjunction with Public Works recommends approval subject to conformance to all City codes, departmental standards and off-site improvements.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT WITH THM ENTERPRISES, LLC., OWNER AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICE (SOUTHEAST CORNER OF WEST LA MADRE WAY AND NORTH GRAND CANYON DRIVE, APN 125-31-410-001, -003, -004, -007 THROUGH -011, 125-31-402-010 THROUGH -013) - NEAR WARD 4 (ANTHONY)

VICINITY MAP

VICINITY MAP

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:

For possible action to approve a sewer connection agreement from Taney Engineering on behalf of D.R. Horton, Inc., owners and interlocal contract with Clark County Water Reclamation District for sewer services (Tropical Parkway and I-215, APN 126-25-201-004, 126-25-301-006, and 126-25-201-012) - near Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:

This request is for a sewer connection to connect 41 single family dwellings, located west of Interstate 215 and south of Centennial Parkway. The owner proposes to connect to the 8 inch sewer line at the intersection of Azure Drive and Marla Street or Bright Angel Way and Marla Street to a depth and location acceptable to the City of Las Vegas Collection System Planning. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement" and a "Petition for Annexation" agreement.

RECOMMENDATION:

Building and Safety in conjunction with Public Works recommends approval subject to conformance to all City codes, departmental standards and off-site improvements

BACKUP DOCUMENTATION:

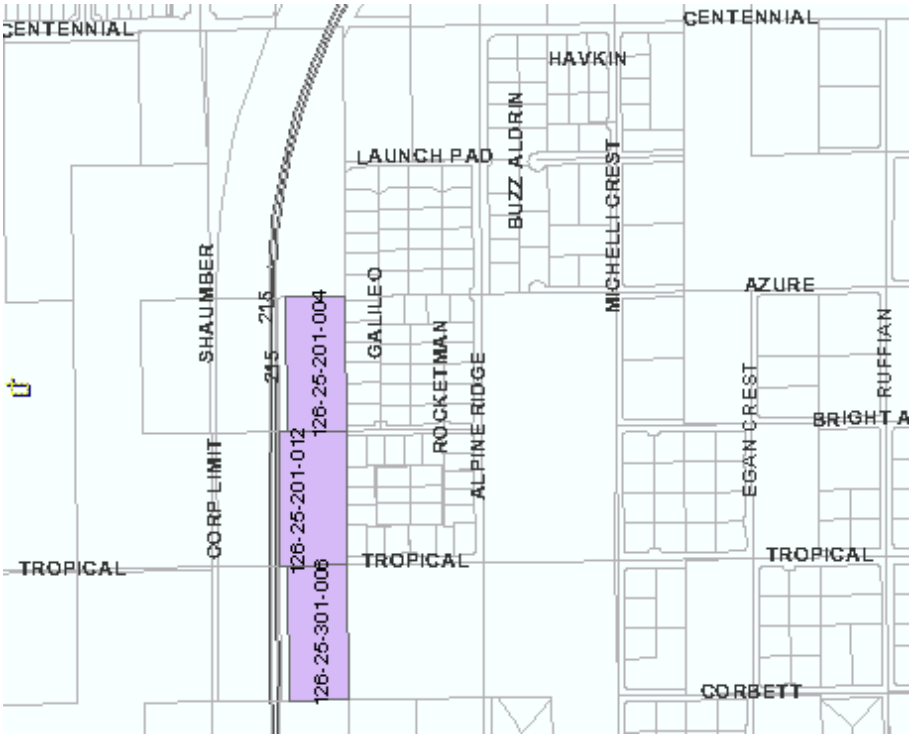
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT WITH D.R. HORTON, INC., OWNER AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICE (TROPICAL PARKWAY AND I-215, APN 126-25-201-004, 126-25-301-006, AND 126-25-201-012) - NEAR WARD 6 (ROSS)

VICINITY MAP



VICINITY MAP

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve the Retainer Letter Agreement between Michael C. Niarchos of Johns & Durrant, LLP and City Parkway V, Inc. for Professional Services for two years for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($145,000 annually - City Parkway V, Inc.) - All Wards

Fiscal Impact

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

Amount: $145,000
Funding Source: City Parkway V, Inc.
Dept./Division: Economic and Urban Development, City Parkway V, Inc.

PURPOSE/BACKGROUND:

See Agreement

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Retainer Letter

JOHNS & DURRANT, LLP
316 E. Bridger Avenue
Second floor
Las Vegas, Nevada
P. (702) 834-5000
F. (702) 834-5001

March 1, 2013

City Parkway V, Inc.
495 South Main Street
Las Vegas, Nevada 89101
Attention: Elizabeth N. Fretwell, President

Re: Legal Representation by Michael C. Niarchos

Dear Ms. Fretwell:

You have requested that this firm represent City Parkway V, Inc. ("CPV") with regard to matters related to various redevelopment and other projects undertaken from time to time by CPV and its related entities, including, without limitation, the City of Las Vegas Redevelopment Agency and the office of Economic and Urban Development (the "Representation").

The Representation will be undertaken by Michael C. Niarchos. In connection therewith, the Representation will be undertaken at a fixed monthly fee of $11,667.00. In addition, the firm will be entitled to an expense reimbursement of up to $5,000 per year. The monthly fee will be in full payment of all services and will be nonrefundable and not subject to increase notwithstanding the amount of services provided in any month in connection with the Representation. Mr. Niarchos, by signing this letter, agrees to provide all services required by the Representation unless otherwise approved by CPV. The parties agree to meet as requested from time to time in order to review the scope of services provided by Mr. Niarchos.

The payment of monthly fee and Representation will commence on May 1, 2013, expiring on April 30, 2015. The monthly fee will be paid within thirty (30) days of receipt of a monthly bill for the fee. From and after your acceptance of this letter, this letter, along with Attachments "A", shall constitute our written engagement agreement. After you have reviewed this letter along with such attachments and addendum, you are welcome to discuss them with me,

or, if you wish, with independent counsel of your choice. If the terms of our engagement are acceptable, please sign and return the original of this letter and retain a copy for your records.

ACCEPTED AND APPROVED THIS _____ day of March, 2013.

By: _____
Michael C. Niarchos, Esq.

City Parkway V, Inc.

By: _____
Elizabeth N. Fretwell, President

Approved as to form:

By: _____ 2/27/13

ATTEST:

_____
Scott D. Adams, Secretary

MCN/lr
Enclosure: as stated

EXHIBIT "A"

PRACTICES DESCRIPTION

1. *Client.* Our client(s) in this matter will be the party(ies) listed as addressee(s) in the accompanying retainer letter. To the extent that our original client controls or is controlled by affiliated individuals or entities, this agreement will govern any relationship we might develop with the additional affiliates as well, except to the extent we and such affiliates enter into separate engagement letters.

2. *Responsibility for Payment.* Each of our clients is responsible for the timely and full payment for our services and costs. Where we have more than one client in a matter, each client is jointly and severally responsible for the entire amount of our charges.

3. *The Work.* If you have questions about our work you should feel free to ask them. We do not, however, guaranty or insure any result or opinion. Often the scope of our representation changes over time as matters develop. We do not seek formal written confirmation of this expanded or changed responsibility; however, if from time to time you would feel more comfortable with a formal confirmation, please let us know at that time and we will provide one. Unless otherwise agreed, the retainer letter and this Practices Description will govern the expanded or changed representation as well as the original representation.

4. *Privilege.* Generally, the communications between a client and a lawyer are privileged. This privilege belongs to the client and can be waived by the client only.

5. *Information.* The relationship between lawyer and client is based on the candid exchange of information and ideas. We encourage you to ask questions and to probe our advice. We also expect that our clients will be straightforward with us in supplying information, in keeping us apprised of developments, in answering our questions, and in making information and personnel available to meet time commitments in connection with your matter.

6. *Personnel.* Michael C. Niarchos will be conducting the Representation.

7. *Billing and Payment Procedures.* Unless other arrangements are made at the time of the engagement, bills will be sent monthly.

8. *Withdrawal.* Our clients have the absolute right to withdraw from our representation without having to state or prove any cause of the withdrawal at any time prior to trial. To the extent allowed by law and the rules of professional conduct, we also retain the right to withdraw with or without cause upon reasonable prior written notice. We will have the right to withdraw if our fees are not paid when due, if our client refuses to cooperate or follow our advice on a material matter, or where we have a conflict of interest or it otherwise becomes unlawful or

unethical to continue our representation. Specifically, it is expressly understood that should a client fail to make payments on the earlier of: (a) demand, either verbal or in writing, by us for payment of outstanding amounts billed or requested for replenishment of the Retainer, or (b) thirty (30) days from presentation of an invoice for payment, we may immediately withdraw from representation. Once a decision to withdraw has been made, we may continue to do sufficient work on the matter to provide for an orderly transition and to give our client a reasonable opportunity to arrange new representation.

9. *Miscellaneous.* This Practices Description and the retainer letter will be construed under Nevada law, without regard to its principles of conflict laws. In the event of any dispute between our client(s) and us, the exclusive jurisdiction for resolution thereof will be the federal and state courts located in Clark County, Nevada, or, if the dispute concerns our fees, the Fee Dispute Committee of the State Bar of Nevada, and in the event of any arbitration, such proceedings will be held in Clark County, Nevada. The retainer letter may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument. The retainer letter may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and effect as if it had been executed by the actual signature of any party.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 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: $19,173,516.27
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 02/16/13 to 02/28/13

City of Las Vegas

Summary of Cash Expenditures

For period of 02/16/13 to 02/28/13

Total Services & Materials Checks :	**$6,198,368.50**
Total Services & Materials EFT Payments :	**$4,043,183.83**
Total Wire Transfers:	**$2,818,476.25**
Total Payroll Checks:	**$6,113,487.69**
Grand Total:	**$19,173,516.27**

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

Falder.

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

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

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve award of Agreement No. 130141-DC, Prime Design Services Agreement for Las Vegas Boulevard and Main Street - St. Louis Street Intersection Design Concept - Department of Public Works - Award recommended to: KIMLEY-HORN AND ASSOCIATES, INC. ($65,000 - Traffic Improvements Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $65,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides the City with a study for the identification and evaluation of alternative design concepts to improve the geometry and traffic operations of the intersection of Las Vegas Boulevard and Main Street - St Louis Avenue. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Kimley-Horn and Associates, Inc. in located in Las Vegas, Nevada.

PCC: D. Collins
POC: Ken Ackeret, P.E. - (702) 862-3600

RECOMMENDATION:
That City Council approve award of Agreement No. 130141-DC, Prime Design Services Agreement for Las Vegas Boulevard and Main Street - St. Louis Street Intersection Design Concept to Kimley-Horn and Associates, Inc. in the amount of $65,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 130141-DC
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT FOR LAS VEGAS BOULEVARD AND MAIN STREET - ST. LOUIS STREET INTERSECTION DESIGN CONCEPT

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **KIMLEY-HORN AND ASSOCIATES, INC.**, (the "Consultant") whose address is **6671 Las Vegas Boulevard, South, Suite 320, Las Vegas, NV 89119**.

W I T N E S S E T H:

WHEREAS, the City intends to study the **Las Vegas Boulevard and Main Street - St. Louis Street Intersection Design Concept Study** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) continue with performance by the CMAR and serve within a reasonable time after completion of the Agreement a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

following insurances:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

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

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

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

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

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

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

CITY OF LAS VEGAS

By_____
Yolanda Jones, C.P.M., CPPO Date
Manager, Purchasing & Contracts

CONSULTANT

By_____
Ken Ackeret, P.E. Date

ATTEST

_____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 3/5/13
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G" DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The scope of services to be provided for this study addresses the identification and evaluation of alternative design concepts to improve the geometry and traffic operations of the intersection of Las Vegas Boulevard and Main Street /St. Louis Avenue. The alternative designs will also consider landscaping and gateway features at this intersection to enhance the multi-modal traffic experience into the downtown area of Las Vegas. Connectivity of bike lanes from Main Street to St. Louis Avenue via Oakey Boulevard to Santa Paula Drive will also be explored. The limits of the project will be along Las Vegas Boulevard from West Baltimore Avenue to Oakey Boulevard, and along Main Street from Las Vegas Boulevard to Oakey Boulevard. The project limits also include St Louis Avenue from Las Vegas Boulevard to Santa Paula Drive, and along Paradise Road to approximately 400 feet south of St. Louis Avenue.

The segment of Las Vegas Boulevard within the project limits falls under the City of Las Vegas Downtown Centential Plan and will follow applicable design guidelines for said Master Plan unless instructed otherwise by the City. The identification and evaluation of design alternatives will also tie into and be coordinated with the Commerce Street/Main Street one-way couplet project and the City's Las Vegas Boulevard – Stewart to Sahara project.

Project Assumptions:

- Topographic survey will not be obtained for this study – All concepts will be developed using existing aerial photography.
- City of Las Vegas will provide all traffic count data
- A drainage analysis is not included in this scope of services.
- A Geotechnical Report will not be obtained unless requested under Additional Services.
- A lighting analysis is not included with this project and is excluded from this scope of services. Lights will be spaced in compliance with Clark County Area Unified Standards (CCAUS) for 80' ROW roadways.
- Preparation of 30% Construction documents for the identified preferred alternative is not included, but could be provided as an additional service.

100.2 Construction Cost Budget

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

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

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

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

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

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

100.4.1.5 Manual on Uniform Traffic Control Devices

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

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

100.4.1.8 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005

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

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

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

100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards

100.4.1.13 City of Las Vegas Downtown Centennial Plan

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

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

100.6.8 **Plan and Special Provision Production and Submission**

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

100.6.8.2 All drawing submittals, submitted by the Consultant will be printed on white bond paper.

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

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

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

100.6.9.1 **Article 101 – Preliminary and General Items**

100.7 **Responsibilities of the City**

100.7.1 **The City shall be responsible for the following:**

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.0 Project Management

101.0.1 Project Management

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

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

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

101.0.2 Kick-Off Meeting and Progress Meetings

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

101.0.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.0.3 Design Progress Meetings:

101.0.3.1 Consultant shall attend approximately Four (4) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.0.3.2 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.1 Records Review, Information Research

101.1.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project.

101.1.2 Utility and Agency Coordination

101.1.2.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.0.1.1 Clark County Department of Public Works

101.0.1.2 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

101.0.1.3 Utility providers, including but not limited to, NV Energy, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable.

101.0.1.4 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

101.1.3 The Consultant will conduct two (2) field investigations, during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project concept. The Consultant will take pictures during the field investigation to document field conditions throughout the Project

101.2 Traffic Analysis

101.2.1 The traffic conditions of the 'No Build" alternative will be established based on the observed existing traffic volume counts and future traffic volume information provided by the City with respect to the Commerce Street/Main Street one way couplet project. A build out growth rate will be determined with the City to establish future traffic volume conditions for the intersection alternative analysis.

101.2.2 Intersection Level of Service (LOS) will be determined using existing traffic counts and future traffic estimates, and complete streets LOS using Kittelson CompeteStreets LOS ver. 3.0 software for the "No Build" and three (3) intersection alternatives. The evaluations will also include calculations of left turn lane storage bay lengths for use in developing and evaluating each alternative.

101.2.3 A Synchro model with visual simulation features of SimTraffic will be developed for the "No Build" and three (3) intersection alternatives to visualize the operational variations of performance among the alternatives.

101.2.4 The results of the traffic analysis will be summarized and documented in a technical memo. The technical memo will be supplemented with summary figures of the traffic analysis.

101.3 Develop and Evaluate Project Alternatives

101.3.1 KHA will identify up to four (4) potentially feasible alternatives and develop them to the extent necessary to conduct a meaningful comparative impact and performance analysis identifying potential fatal flaws. KHA in coordination with the City will identify up to two (2) feasible alternatives plus a "No Build" alternative for further evaluation.

101.3.2 KHA will develop up to two (2) feasible alternatives in sufficient detail to perform a comprehensive analysis for the purpose of selecting a preferred design concept alternative. The development of the alternatives will include:

- Developing the geometry of the proposed roadway alignments. The geometry will include the number of required lanes and lane configurations, curb and gutter locations, medians, sidewalks, bus stop facilities, and bicycle accommodations. All geometry will be developed using aerial mapping and reviewed using AutoTurn. The design vehicle and design speed will be determined by the team during the kickoff meeting.
- Intersections will be developed with conceptual signal layouts
- Developing conceptual traffic control and wayfinding signage
- Developing conceptual landscaping and gateway features
- Identifying existing utilities and potential relocation of utilities
- Identifying existing right of way and potential right of way acquisition

101.3.2.1 KHA anticipates minor variations or options for the alternatives being evaluated. KHA will develop a maximum of two (2) iterations total among the alternatives. If additional iterations are required, they will be considered additional services.

101.3.3 KHA will evaluate each alternative based on a matrix of criteria that KHA will develop and review with the City. KHA will document the evaluation of the alternatives and recommend a preferred design concept alternative to the City.

101.3.4 KHA will provide a narrative description for each alternative including the "no build alternative. The evaluation will address engineering feasibility, intersection multi-modal Level of Service, integration of complete streets elements, crash impact discussion, costs/economic viability, and community/ property owner concerns. A description of advantages and disadvantages of each alternative will be provided, and KHA will document the preferred design concept alternative selection and its outcomes. The narrative description will be in the form of a technical memo.

101.3.4.1 Deliverables: Three (3) copies of 36"x42" plots of the "No Build" Alternative and each of the 2 further evaluated Feasible Alternatives, and three (3) copies of 11'x17" plots of each, Ten (10) hard copies of Narrative Description Technical Memo. PDF files of all documents will be provided on a CD.

101.4 Landscape Themes and 3-D Photo Simulations

101.4.1 KHA will visit the site (included in task 2) and gather surrounding information and photography for the photo simulations and theming. We will then produce theme specific boards which will include elements like colors, pavements, plants, images, photography, etc. to illustrate a concept or theme for the intersection and the surrounding area. KHA will develop two (2) landscape themes consisting of palettes developed during design and directed by the City.

101.4.2 KHA will produce two (2) 3-D digital sketch-up models based on our two (2) alternatives for the intersection. The model will be used in conjunction with aerial photos and ground level photos to produce graphics of the proposed improvements. We will apply each of the two (2) themes, to each of the two (2) alternative designs. We will prepare an opinion of probable construction cost for each of the two (2) landscape options.

101.4.2.1 Deliverables: Two theme inspiration boards (2 images), 3-D digital model for each of the two alternatives (4 images), Two (2) photo illustrations of each alternative illustrating the different themes (4 images),

101.5 Develop Project Cost Estimates

101.5.1 KHA will prepare preliminary cost estimates for two alternatives including the "no build" alternative. The preliminary estimates will be developed based on the conceptual level of design for each alternative. Each preliminary estimate will be prepared in a City standard format using Microsoft Excel 2010 release. KHA will provide unit costs, quantities and other estimating parameters reflecting current market conditions and costs. The estimates will include estimated costs for right of way acquisition, (right of way acquisition cost per acre provided by the City), utility relocation, design, and construction, including construction administration. KHA will also include appropriate contingencies based on a conceptual level of design.

101.5.1.1 Deliverables: Three (3) Preliminary Project Cost Estimates total (One for each alternative including the "no build alternative)

101.6 Develop Alternative Analysis Report

101.6.1 The evaluation and recommendations of the analysis will be documented in a study report. KHA will prepare a draft report and submit it to the City for review and comment.

101.6.2 KHA will address comments received from the City from the review of the Narrative Descriptive Technical Memo.

101.6.3 KHA will then produce, and submit a final study report.

101.6.3.1 Deliverables: Ten (10) Copies of the Final Study Report, (1) Electronic Copy of the Final Report. PDF and AutoCAD files of all documents will be provided on a CD.

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 100: GENERAL

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

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

100.3 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

Meeting agendas
Meeting minutes
Detailed project schedule
Alternative Exhibits
Inspiration Boards
Preliminary Cost Estimates
Narrative Descriptive Technical Memo
Final Study Report

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

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

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

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

ARTICLE 2: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Kickoff and Data Collection	50	
Traffic Analysis and Development of Alternatives	120	
Selection of Preferred Alternative and Final Report	90	
TOTAL CALENDAR DAYS TO COMPLETE:	260	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

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

3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses **shall not exceed $65,000.** Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

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

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$60,035.00	

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

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

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

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

END OF EXHIBIT "D"

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	SENIOR ENGINEER	SENIOR LANDSCAPE	PROJECT MANAGER	P.E.	LANDSCAPE	E.I.T. ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$192	$150	$155	$140	$95	$110	$95	$70			
101.0	PROJECT MANAGEMENT											
101.0.1	Project Management (4 Months@ 3 hours /Mo.)			12					12	24	$0.00	$2,700.00
101.0.2	Kick Off Meeting	2		4						6	$0.00	$1,004.00
101.0.3	Progress Review Meetings (up to 4 meetings)	4		8						12	$0.00	$2,008.00
101.0	Subtotal Hours	6	0	24	0	0	0	0	12	42		
101.0	Subtotal Fee	$1,152.00	$0.00	$3,720.00	$0.00	$0.00	$0.00	$0.00	$840.00		$0.00	$5,712.00
101.1	RECORD S REVIEW /INFORMATION RETRIEVAL											
101.1.1	Collect, Organize and Log Project Data			1			4			5	$0.00	$965.00
101.1.2	Utility and Agency Coordination			1			4			5	$0.00	$965.00
101.1.3	Field Visits (2)			4			4			8	$0.00	$1,060.00
101.1	Subtotal Hours	0	0	6	0	0	12	0	0	21		
101.1	Subtotal Fee	$0.00	$0.00	$930.00	$0.00	$0.00	$1,320.00	$0.00	$0.00		$0.00	$2,250.00
101.2	TRAFFIC ANALYSIS											
101.2.1	Summarize Volt Data, Future Background Volumes	2		2			6			10	$0.00	$1,354.00
101.2.2	LOS Calculations 4 alternatives AM & PM (No Build & 3 Alternatives)	4		4			10			18	$0.00	$2,488.00
101.2.3	Synchro models 4 models (No Build & 3 Alternatives)	4		4			10			18	$0.00	$2,488.00
101.2.4	Summary figures & technical	2		2			6			10	$0.00	$1,354.00
101.2	Subtotal Hours	12	0	12	0	0	32	0	0	56		
101.2	Subtotal Fee	$2,304.00	$0.00	$1,860.00	$0.00	$0.00	$3,520.00	$0.00	$0.00		$0.00	$7,684.00
101.3	DEVELOP AND EVALUATE PROJECT ALTERNATIVES											
101.3.1	Identify and Develop Potential Alternatives (up to 4)	2		2			10			18	$0.00	$2,451.00
101.3.2	Develop Design Concept Alternatives (2 + "No Build")	6		26			30	30		92	$0.00	$11,332.00
101.3.3	Develop Evaluation Matrix and Evaluate Alternatives	4		8			10			22	$0.00	$3,106.00
101.3.4	Develop Narrative Description For Each Alternative	3		10						13	$0.00	$2,126.00
101.3	Subtotal Hours	16	0	49	0	0	50	30	0	145		
101.3	Subtotal Fee	$3,077.00	$0.00	$7,595.00	$0.00	$0.00	$5,500.00	$2,850.00	$0.00		$0.00	$19,017.00

TASK	DESCRIPTION	SENIOR ENGINEER	SENIOR LANDSCAPE	PROJECT MANAGER	PE	LANDSCAPE	E.I.T./ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
101.4	LANDSCAPE THEMES AND 3-D PHOTO SIMULATIONS											
1014.1	DEVELOP LANDSCAPE THEMES		3			8		6				$1,700.00
1014.2	DEVELOP LANDSCAPE THEMES AND 3-D VISUAL SIMULATIONS		20			26		50				$10,790.00
101.4	Subtotal Hours	0	20	0	0	34	0	56	0	0		
101.4	Subtotal Fee	$0.00	$3,000.00	$0.00	$0.00	$2,470.00	$0.00	$5,100.00	$0.00		$0.00	$13,570.00
101.5	DEVELOP PROJECT COST ESTIMATES											
101.5.1	Develop Cost Estimates for Each Alternative (2 + "No Build")	1		8			12			19	$0.00	$2,442.00
										0	$0.00	$0.00
101.5	Subtotal Hours	1	0	8	0	0	12	0	0	19		
101.5	Subtotal Fees	$192.00	$0.00	$930.00	$0.00	$0.00	$1,320.00	$0.00	$0.00		$0.00	$2,442.00
101.6	Alternative Analysis Report											
101.6.1	Develop Draft Study Report	3		30			12		4	49	$0.00	$6,836.00
101.6.2	Address Review Comments	2		4			3		2	11	$0.00	$1,474.00
101.6.3	Produce and Submit Final Study Report	2		6			4		5	17	$0.00	$2,104.00
										0	$0.00	$0.00
101.6	Subtotal Hours	7	0	40	0	0	19	0	11	77		
101.6	Subtotal Fees	$1,344.00	$0.00	$6,200.00	$0.00	$0.00	$2,090.00	$0.00	$770.00		$0.00	$10,404.00
	Total Basic Services Hours	42	30	137	0	34	135	56	23	360		
	Total Basic Services Fee	$8,064.00	$3,000.00	$21,235.00	$0.00	$2,470.00	$13,750.00	$5,170.00	$1,610.00		$0.00	$60,079.00

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$4,965.00	See list below.

402.4.1 Additional Services may include, but are not limited to, the following:
402.4.2 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.4.3 **Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement aerial mapping .
402.4.4 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.4.5 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
402.4.6 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.4.7 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.4.8 **Geotchnical Report** – As required by the City, Consultant shall preform geotechnical investigations and prepare a geotechnical report.
402.4.9 **Lighting Analysis** – As required by the City, the Consultant shall prepare an analysis of street and pedestrian level lighting.
402.4.10 **Traffic Analysis** – As required by the City, the Consultant shall prepare additional traffic analysis not specifically covered in section "A" scope of services.

402.5 The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

END OF EXHIBIT "E"

PROJECT NAME

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	SENIOR ENGINEER	SENIOR LANDSCAPE	PROJECT MANAGER	P.E.	LANDSCAPE	E.I. / ANALYST	DESIGNER	CLERIC	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$215	$160	$180	$160	$110	$125	$110	$80			
	ADDITIONAL SERVICES											
	Additional Design Services	0	0	0	0	0	0	0	0	0	$0.00	$4,965.00
	Total Additional Services - Hours	0	0	0	0	0	0	0	0	0		
	Total Additional Services - Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$4,965.00

Hansen No.: 46822

130141-DC
LV Blvd and Main
St. Louis Intersection Design Concept
Exhibit E-1

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Gina Venglass, P.E.

600.2 PROGRAM MANAGER: Kristina Swallow, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Shannon Ahartz, P.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Ken Ackeret, P.E.

601.1.3 PROJECT MANAGER: Shannon Ahartz, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Shannon Ahartz, P.E.

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 021219 (Shannon Ahartz)

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 — Contracting Entity

Name	Kimley-Horn and Associates, Inc.
Address	6671 Las Vegas Boulevard, South, Suite 320 Las Vegas, NV 89119
Telephone	702-862-3600

Block 2 — Description

Subject Matter of Contract/Agreement:
Las Vegas Boulevard and Main Street/St. Louis Street Intersection Design Concept Study

Contract #130141-DC

RFP #:

Block 3 — Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Associates Group Services, Inc. Parent Company, Owns 100% of KHA	3001 Weston Parkway Cary, North Carolina 27513-2301	919-677-2000
2.	APHC, Inc. Top Tier Parent Company 100% of AGS (See attached page for individual APHC, Inc. Shareholders with 1% or more ownership)	3001 Weston Parkway Cary, North Carolina 27513-2301	919-677-2000
3.	See attached list of KHA Directors and Officers.		
4.			
5.			
6.			
7.			
8.			
9.			

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

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

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

Name of Attached Document: Kimley-Horn and Associates, Inc. Directors and Officers
Date of Attached Document: 01/28/2013 Number of Pages: 8

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

Jan 30, 2013
Date

County of Clark
State of Nevada

Subscribed and sworn to before me this 30 day of January, 2013

Rhonda Lawrence
Notary Public

RHONDA LAWRENCE
Notary Public State of Nevada
APPT NO 12-7913-1
My App. Expires June 08, 2016

KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Name	Title(s)	Business Address	Bussiness Phone
Mark S. Wilson	CFO & Chairman	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John C. Atz	President/CEO/Director	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Richar N. Cook	Sr Vice President/Secretary/Treasurer	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Barry L. Barber	Senior Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Gregory B. Burns	Senior Vice President/Director	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Derrick B. Cave	Senior Vice President/Director	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Brooks H. Peed	Executive Vice President/Director	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Terence T. Murphy	Senior Vice President/Director	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
H. Dean Penny	Senior Vice President/Director	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Michael G. Schiller	Executive Vice President/Director	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Frederick W. Schwartz	Senior Vice President/Director	205 West Wacker Drive, Suite 2125, Chicago, IL 60606	312-726-9445
Christopher A. Squires	Senior Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Deborah L. Wilson	Senior Vice President/Director	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Michael N. Byrd	Executive Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Kenneth W. Ackeret	Senior Vice President	6671 Las Vegas Boulevard South, Suite 320, Las Vegas, NV 89119	702-862-3600
Mark E. Atkinson	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Burt L. Baldo-Campbell	Senior Vice President	1221 Brickell Avenue, Suite 400, Miami, FL 33131	305-673-2025
David R. Bardt	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
R. Russell Barnes	Senior Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Richard R. Barr	Senior Vice President	2615 Centennial Boulevard, Suite 102, Tallahasssee, FL 32308	850-553-3500
Laura E. Barrett	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John F. Benditz	Senior Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	915-564-2701
Peter A. Bishop	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Stephen W. Blakley	Senior Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Thomas F. Burchett	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Tricia L. Buritica	Senior Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
David C. Campbell	Senior Vice President	655 North Franklin Street, Suite 150, Tampa, FL 33602	813-620-1460
James T. Chavers	Senior Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Paul L. Cherry	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Serine A. Ciandella	Senior Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Maruice Clark	Senior Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
James F. Collins	Senior Vice President	6625 Lenox Park Drive, Suite 117, Memphis, TN 38115	901-374-9109
John R. Conrad	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Kurt D. Cooper	Senior Vice President	1700 Willow Lawn Drive, Suite 200, Richmond, VA 23230	804-673-3882
Fred C. Corey	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Paul B. Danielson	Senior Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Neil T. Deans	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Mark W. Dunzo	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William E. Dvorak	Senior Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Gary A. Ehret	Senior Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Nicholas L. Ellis	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
George B. Fares	Senior Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-393-1030
Jean B. Fares	Senior Vice President	6800 Owensmouth Avenue, Suite 410, Canoga Park, CA 91303	818-227-2790
Chris V. Frysinger	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Glenn A. Gary	Senior Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Kevin S. Gaskey	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Brian A. Good	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Stephanie L. Hachem	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-653-5847
Jame R. Hall	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Christopher C. Hatton	Senior Vice President	655 North Franklin Street, Suite 150, Tampa, FL 33602	813-620-1460
Dean A. Henigsman	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Michael J. Hermann	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
R. Michael Horn	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Jerry W. Ingram	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jay R. Jackson	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Kenneth W. Jackson	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jeffery James	Senior Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Nichole M. Kerry	Senior Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Loisalynn B. Kiefer	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Michael E. Kiefer	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Wayne Kurfees	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Dennis J. Landaal	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Steven E. Lefton	Senior Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
James S. Lott	Senior Vice President	12012 Wickchester Lane, Suite 500, Houston, TX 77079	281-597-9300
Alan Maio	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Robert J. Martin	Senior Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Jason B. Matson	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Enda Melvin	Senior Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Cecil L. Narron	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
William A. Nash	Senior Vice President	111 West Saint John Street, Suite 440, San Jose, CA 95113	408-279-3826
Anush A. Nejad	Senior Vice President	2 Penn Center Plaza, Suite 200, Philadelphia, PA 19102	215-854-6396
Charles A. Nuckols	Senior Vice President	102 City Hall Plaza, Suite 201, Durham, NC 27701	919-682-3583
Ahmad A. Omais	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David D. Perkins	Senior Vice President	333 East Wetmore Road, Suite 280, Tucson, AZ 85705	520-615-9191
John E. Potts	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Petrus S. Pretorius	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Bryan T. Rapp	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Richard R. Rohrbaugh	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Michael S. Ross	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
K.K. Saxena	Senior Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Brian K. Shewski	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
David K. Sorenson	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Sam S. Stebbins	Senior Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
David W. Stewart	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Thomas M. Stovall	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
James M. Sumislaski	Senior Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Roderick P. Swindler	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
S. Clif Tate	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-15511
Carl F. Tewksbury	Senior Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Jonahtan D. Thigpen	Senior Vice President	1823 SE Fort King Street, Ocala, FL 34471	352-438-3000
Guy B. Tribble	Senior Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Andrew W. Van Leeuwen	Senior Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Kent L. Van Riper	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William J. Voisin	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William D. Waddill	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
John D. Walker	Senior Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Norman D. Willie	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Roy L. Wilshire	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Deborah L. Wilson	Senior Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Jon E. Wilson	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Mark E. Wilson	Senior Vice President	3675 Innovation Drive, Lakeland, FL 33812	863-701-8702

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Frank G. Abbott	Vice President	5750 Genesis Court, Suite 200, Frisco, TX 75034	972-335-3580
Richard C. Adams	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
David A. Allen	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Robert W. Barkley	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Matthew T. Barlow	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Mark C. Bishop	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Ramon F. Breton	Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Aaron E. Buchler	Vice President	1221 Brickell Avenue, Suite 400, Miami, FL 33131	305-673-2025
Lisa M. Burgess	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Leon F. Burkett	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Richard V. Busche	Vice President	1823 SE Fort King Street, Suite 200, Ocala, FL 34471	352-671-9451
Gail M. Callaway	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
L. Michael Carey	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Erica V. Carter	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
Kevin F. Carter	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Miandra F. Cash	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Jason W. Castillo	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Jon S. Chambers	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Adam P. Cochran	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Michael D. Colety	Vice President	6671 Las Vegas Boulevard South, Suite 320, Las Vegas, NV 89119	702-862-3600
Scott W. Colvin	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Thomas G. Coppin	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-858-5800
Michael L. Delmarter	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
E.C. Demeter	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Gil C. Devera	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Carl T. DeZee	Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Kenneth A. Dierks	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Randal R. Durrenberger	Vice President	1300 Clay Street, Suite 325, Oakland, CA 94612	510-625-0712
Robert A. Eichinger	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Julie K. Eklund	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Anelina G. Fairchild	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Lawson H. Fanney	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Thomas W. Farnan	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Kenneth L. Fink	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744

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Larry L. Flowers	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Kevin B. Flynn	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Jon C. Ford	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Thomas M. Fowler	Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	915-564-2701
William D. France	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Ronald W. Freeman	Vice President	6671 Las Vegas Boulevard South, Suite 320, Las Vegas, NV 89119	7020-862-3600
Ashley M. Frysinger	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Brian R. Gillis	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David S. Goldman	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michael J. Gottholm	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Dan F. Grant	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
David S. Haines	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Stephen E. Haney	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Jennifer L. Harry	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Patrick B. Hart	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Mark C. Hatchel	Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Leyla Hedayat	Vice President	111 West Saint John Street, Suite 440, San Jose, CA 95113	408-279-3826
Christopher W. Heggen	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Melissa A. Hewitt	Vice President	660 South Figueroa Street, Suite 1040, Los Angeles, CA 90017	213-261-4040
Jon B. Horn	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
E. Vincent Hourigan	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Robert M. Hume	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Rebecca R. Jucksch	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Joseph D. Kaltsas	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Russell L. Karr	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
John C. Kissinger	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Gregory S. Kyle	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
David J. Leistiko	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Eric C. Lovejoy	Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
William F. Mackey	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
D. Mark Manning	Vice President	6625 Lenox Park Drive, Suite 117, Memphis, TN 38115	901-374-9109
Keith R. Markland	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Edward A. Marscheider	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Jonathan A. Martin	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Amy L. McGreger	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Karen C. McPherson	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Emily H. Meador	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Joseph P. Mecca	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michelle B. Mecca	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Mark D. Miller	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Daniel C. Millner	Vice President	5750 Genesis Court, Suite 200, Frisco, TX 75034	972-335-3580
M. Scott Mingonet	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Emmeline F. Montanye	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Jeffrey W. Moore	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John J. Morris	Vice President	1300 Clay Street, Suite 325, Oakland, CA 94612	510-625-0712
Arthur J. Morton	Vice President	205 West Wacker Drive, Suite 2125, Chicago, IL 60606	312-726-9445
Marwan H. Mufleh	Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Salvatore J. Musarra	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Brent H. Mutti	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Aaren W. Nathan	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Gary T. Newton	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Lisa K. Noon	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Michael A. Norby	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David J. Osborne	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Joy A. Pado	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Edward Y. Papazian	Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Brian J. Parker	Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Keith A. Pelan	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Adam C. Perillo	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Kevin D. Phelps	Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
Randall J. Phelps	Vice President	990 South Broadway, Suite 200, Denver, CO 80209	303-228-2300
Vicki L. Purtle	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Gary R. Ratay	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Elizabeth A. Reed	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Steven H. Reeder	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Christopher D. Rhodes	Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	615-564-2701
Kevin M. Roberson	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
L. Daniel Robinson	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Robert A. Ross	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Curtis D. Rowe	Vice President	990 South Broadway, Suite 200, Denver, CO 80209	303-228-2300
Jack R. Royal	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
Michael L. Rushing	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Thomas J. Sauro	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Kevin M. Schanen	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
William J. Schilling	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michael L. Schmitt	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Harold J. Schulke	Vice President	12012 Wickchester Lane, Suite 500, Houston, TX 77079	281-597-9300
Kurt J. Schulte	Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Dennis K. Seal	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Jon S. Sewell	Vice President	2615 Centennial Boulevard, Suite 102, Tallahasssee, FL 32308	850-553-3500
Carl B. Shamburger	Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Brian E. Sowers	Vice President	6130 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	925-398-4840
Charles R. Spinks	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Michael D. Spruce	Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Stephen M. Stansbery	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	7004-333-5131
Karin S. Stocks	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
David L. Stricklin	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Raymond P. Strychalski	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Nicholas E. Sulkowski	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Karl V. Sutter	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Terry M. Truex	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Stephen P. Truman	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Peter T. Van Buskirk	Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Lori A. VanNewkirk	Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Peter Van Rens	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Natha C. Walnum	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David W. Walthall	Vice President	655 North Franklin Street, Suite 150, Tampa, FL 33602	813-620-1460
Floyd C. Webb	Vice President	601 NW Loop 410, Suite 350, San Antonio, TX 78216	210-541-9166
Brian B. West	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
James E. West	Vice President	6130 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	925-398-4840
Richard D. Whyte	Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Erik J. Wilczek	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

William R. Wilhelm	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
L. Dennis Burns	Regional Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
George E. Ellis	Regional Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Nizarali K. Jetha	Regional Vice President	655 North Franklin Street, Suite 150, Tampa, FL 33602	813-620-1460
Carlos E. Maeda	Regional Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Austin B. Powers	Regional Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600

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EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

Name	Kimley-Horn and Associates, Inc.
Address	6671 Las Vegas Boulevard, South, Suite 320 Las Vegas, NV 89119
Telephone	702-862-3600
EIN or DUNS	

Block 2 Description

Subject Matter of Contract/Agreement:

Las Vegas Boulevard and Main Street/St. Louis Street Intersection Design Concept Study

RFP #

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Associates Group Services, Inc. Parent Company, Owns 100% of KHA	3001 Weston Parkway Cary, North Carolina 27513-2301	919-677-2000
2.	APHC, Inc. Top Tier Parent Company 100% of AGS (See attached page for individual APHC, Inc. Shareholders with 1% or more ownership)	3001 Weston Parkway Cary, North Carolina 27513-2301	919-677-2000
3.	See attached list of KHA Directors and Officers.		
4.			
5.			
6.			
7.			
8.			
9.			

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

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

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

Name of Attached Document: Kimley-Horn and Associates, Inc. Directors and Officers

Date of Attached Document: 01/28/2013 Number of Pages: 8

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

Jan 30, 2013

Date

County of Clark
State of Nevada

Subscribed and sworn to before me this 30 day of January, 2013

Rhonda Lawrence

Notary Public

RHONDA LAWRENCE
Notary Public-State of Nevada
APPT. NO. 12-7913-1
My App. Expires June 08, 2016

KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Name	Title(s)	Business Address	Bussiness Phone
Mark S. Wilson	CFO & Chairman	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John C. Atz	President/CEO/Director	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Richar N. Cook	Sr Vice President/Secretary/Treasurer	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Barry L. Barber	Senior Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Gregory B. Burns	Senior Vice President/Director	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Derrick B. Cave	Senior Vice President/Director	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Brooks H. Peed	Executive Vice President/Director	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Terence T. Murphy	Senior Vice President/Director	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
H. Dean Penny	Senior Vice President/Director	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Michael G. Schiller	Executive Vice President/Director	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Frederick W. Schwartz	Senior Vice President/Director	205 West Wacker Drive, Suite 2125, Chicago, IL 60606	312-726-9445
Christopher A. Squires	Senior Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Deborah L. Wilson	Senior Vice President/Director	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Michael N. Byrd	Executive Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Kenneth W. Ackeret	Senior Vice President	6671 Las Vegas Boulevard South, Suite 320, Las Vegas, NV 89119	702-862-3600
Mark E. Atkinson	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Burt L. Baldo-Campbell	Senior Vice President	1221 Brickell Avenue, Suite 400, Miami, FL 33131	305-673-2025
David R. Bardt	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
R. Russell Barnes	Senior Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Richard R. Barr	Senior Vice President	2615 Centennial Boulevard, Suite 102, Tallahasssee, FL 32308	850-553-3500
Laura E. Barrett	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John F. Benditz	Senior Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	915-564-2701
Peter A. Bishop	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Stephen W. Blakley	Senior Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Thomas F. Burchett	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Tricia L. Buritica	Senior Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
David C. Campbell	Senior Vice President	655 North Franklin Street, Suite 150, Tampa, FL 33602	813-620-1460
James T. Chavers	Senior Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Paul L. Cherry	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Serine A. Ciandella	Senior Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Maruice Clark	Senior Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
James F. Collins	Senior Vice President	6625 Lenox Park Drive, Suite 117, Memphis, TN 38115	901-374-9109
John R. Conrad	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Kurt D. Cooper	Senior Vice President	1700 Willow Lawn Drive, Suite 200, Richmond, VA 23230	804-673-3882
Fred C. Corey	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Paul B. Danielson	Senior Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Neil T. Deans	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Mark W. Dunzo	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William E. Dvorak	Senior Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Gary A. Ehret	Senior Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Nicholas L. Ellis	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
George B. Fares	Senior Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-393-1030
Jean B. Fares	Senior Vice President	6800 Owensmouth Avenue, Suite 410, Canoga Park, CA 91303	818-227-2790
Chris V. Frysinger	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Glenn A. Gary	Senior Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Kevin S. Gaskey	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Brian A. Good	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Stephanie L. Hachem	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-653-5847
Jame R. Hall	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Christopher C. Hatton	Senior Vice President	655 North Franklin Street, Suite 150, Tampa, FL 33602	813-620-1460
Dean A. Henigsman	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Michael J. Hermann	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
R. Michael Horn	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Jerry W. Ingram	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jay R. Jackson	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Kenneth W. Jackson	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jeffery James	Senior Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Nichole M. Kerry	Senior Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Loisalynn B. Kiefer	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Michael E. Kiefer	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Wayne Kurfees	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Dennis J. Landaal	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Steven E. Lefton	Senior Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
James S. Lott	Senior Vice President	12012 Wickchester Lane, Suite 500, Houston, TX 77079	281-597-9300
Alan Maio	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Robert J. Martin	Senior Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Jason B. Matson	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Enda Melvin	Senior Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Cecil L. Narron	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
William A. Nash	Senior Vice President	111 West Saint John Street, Suite 440, San Jose, CA 95113	408-279-3826
Anush A. Nejad	Senior Vice President	2 Penn Center Plaza, Suite 200, Philadelphia, PA 19102	215-854-6396
Charles A. Nuckols	Senior Vice President	102 City Hall Plaza, Suite 201, Durham, NC 27701	919-682-3583
Ahmad A. Omais	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David D. Perkins	Senior Vice President	333 East Wetmore Road, Suite 280, Tucson, AZ 85705	520-615-9191
John E. Potts	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Petrus S. Pretorius	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Bryan T. Rapp	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Richard R. Rohrbaugh	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Michael S. Ross	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
K.K. Saxena	Senior Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Brian K. Shewski	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
David K. Sorenson	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Sam S. Stebbins	Senior Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
David W. Stewart	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Thomas M. Stovall	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
James M. Sumislaski	Senior Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Roderick P. Swindler	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
S. Clif Tate	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-15511
Carl F. Tewksbury	Senior Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-3600
Jonahtan D. Thigpen	Senior Vice President	1823 SE Fort King Street, Ocala, FL 34471	352-438-3000
Guy B. Tribble	Senior Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Andrew W. Van Leeuwen	Senior Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Kent L. Van Riper	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William J. Voisin	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William D. Waddill	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
John D. Walker	Senior Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Norman D. Willie	Senior Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Roy L. Wilshire	Senior Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Deborah L. Wilson	Senior Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Jon E. Wilson	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Mark E. Wilson	Senior Vice President	3675 Innovation Drive, Lakeland, FL 33812	863-701-8702

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Frank G. Abbott	Vice President	5750 Genesis Court, Suite 200, Frisco, TX 75034	972-335-3580
Richard C. Adams	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
David A. Allen	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Robert W. Barkley	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Matthew T. Barlow	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Mark C. Bishop	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Ramon F. Breton	Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Aaron E. Buchler	Vice President	1221 Brickell Avenue, Suite 400, Miami, FL 33131	305-673-2025
Lisa M. Burgess	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Leon F. Burkett	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Richard V. Busche	Vice President	1823 SE Fort King Street, Suite 200, Ocala, FL 34471	352-671-9451
Gail M. Callaway	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
L. Michael Carey	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Erica V. Carter	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
Kevin F. Carter	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Miandra F. Cash	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Jason W. Castillo	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Jon S. Chambers	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Adam P. Cochran	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Michael D. Colety	Vice President	6671 Las Vegas Boulevard South, Suite 320, Las Vegas, NV 89119	702-862-3600
Scott W. Colvin	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Thomas G. Coppin	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-858-5800
Michael L. Delmarter	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
E.C. Demeter	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Gil C. Devera	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Carl T. DeZee	Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Kenneth A. Dierks	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Randal R. Durrenberger	Vice President	1300 Clay Street, Suite 325, Oakland, CA 94612	510-625-0712
Robert A. Eichinger	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Julie K. Eklund	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Anelina G. Fairchild	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Lawson H. Fanney	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Thomas W. Farnan	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Kenneth L. Fink	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744

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KIMLEY-HORN AND ASSOCIATES, INC. DIRECTORS AND OFFICERS

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc.)

Larry L. Flowers	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Kevin B. Flynn	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Jon C. Ford	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Thomas M. Fowler	Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	915-564-2701
William D. France	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Ronald W. Freeman	Vice President	6671 Las Vegas Boulevard South, Suite 320, Las Vegas, NV 89119	7020-862-3600
Ashley M. Frysinger	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Brian R. Gillis	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David S. Goldman	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michael J. Gottholm	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Dan F. Grant	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
David S. Haines	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Stephen E. Haney	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Jennifer L. Harry	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Patrick B. Hart	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Mark C. Hatchel	Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Leyla Hedayat	Vice President	111 West Saint John Street, Suite 440, San Jose, CA 95113	408-279-3826
Christopher W. Heggen	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Melissa A. Hewitt	Vice President	660 South Figueroa Street, Suite 1040, Los Angeles, CA 90017	213-261-4040
Jon B. Horn	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
E. Vincent Hourigan	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Robert M. Hume	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Rebecca R. Jucksch	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Joseph D. Kaltsas	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Russell L. Karr	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
John C. Kissinger	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Gregory S. Kyle	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
David J. Leistiko	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Eric C. Lovejoy	Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
William F. Mackey	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
D. Mark Manning	Vice President	6625 Lenox Park Drive, Suite 117, Memphis, TN 38115	901-374-9109
Keith R. Markland	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Edward A. Marscheider	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Jonathan A. Martin	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511

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Amy L. McGreger	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Karen C. McPherson	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Emily H. Meador	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Joseph P. Mecca	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michelle B. Mecca	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Mark D. Miller	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Daniel C. Milliner	Vice President	5750 Genesis Court, Suite 200, Frisco, TX 75034	972-335-3580
M. Scott Mingonet	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Emmeline F. Montanye	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Jeffrey W. Moore	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John J. Morris	Vice President	1300 Clay Street, Suite 325, Oakland, CA 94612	510-625-0712
Arthur J. Morton	Vice President	205 West Wacker Drive, Suite 2125, Chicago, IL 60606	312-726-9445
Marwan H. Mufleh	Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Salvatore J. Musarra	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Brent H. Mutti	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Aaren W. Nathan	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Gary T. Newton	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Lisa K. Noon	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Michael A. Norby	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David J. Osborne	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Joy A. Pado	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Edward Y. Papazian	Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Brian J. Parker	Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Keith A. Pelan	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
Adam C. Perillo	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Kevin D. Phelps	Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
Randall J. Phelps	Vice President	990 South Broadway, Suite 200, Denver, CO 80209	303-228-2300
Vicki L. Purtle	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Gary R. Ratay	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Elizabeth A. Reed	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Steven H. Reeder	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Christopher D. Rhodes	Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	615-564-2701
Kevin M. Roberson	Vice President	765 The City Drive, Suite 200, Orange, CA 92868	714-939-1030
L. Daniel Robinson	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000

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Robert A. Ross	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Curtis D. Rowe	Vice President	990 South Broadway, Suite 200, Denver, CO 80209	303-228-2300
Jack R. Royal	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
Michael L. Rushing	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Thomas J. Sauro	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Kevin M. Schanen	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
William J. Schilling	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michael L. Schmitt	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Harold J. Schulke	Vice President	12012 Wickchester Lane, Suite 500, Houston, TX 77079	281-597-9300
Kurt J. Schulte	Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Dennis K. Seal	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Jon S. Sewell	Vice President	2615 Centennial Boulevard, Suite 102, Tallahasssee, FL 32308	850-553-3500
Carl B. Shamburger	Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Brian E. Sowers	Vice President	6130 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	925-398-4840
Charles R. Spinks	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Michael D. Spruce	Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Stephen M. Stansbery	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	7004-333-5131
Karin S. Stocks	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
David L. Stricklin	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Raymond P. Strychalski	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Nicholas E. Sulkowski	Vice President	12750 Merit Drive, Suite 1000, Dallas, TX 75251	972-770-1300
Karl V. Sutter	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Terry M. Truex	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Stephen P. Truman	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Peter T. Van Buskirk	Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Lori A. VanNewkirk	Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Peter Van Rens	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Natha C. Walnum	Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David W. Walthall	Vice President	655 North Franklin Street, Suite 150, Tampa, FL 33602	813-620-1460
Floyd C. Webb	Vice President	601 NW Loop 410, Suite 350, San Antonio, TX 78216	210-541-9166
Brian B. West	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
James E. West	Vice President	6130 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	925-398-4840
Richard D. Whyte	Vice President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191	703-674-1300
Erik J. Wilczek	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100

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William R. Wilhelm	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
L. Dennis Burns	Regional Vice President	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
George E. Ellis	Regional Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Nizarali K. Jetha	Regional Vice President	655 North Franklin Street, Suite 150, Tampa, FL 33602	813-620-1460
Carlos E. Maeda	Regional Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Austin B. Powers	Regional Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve award of Bid No. 13.26122-DC, I-215 Beltway Trail Segments located along I-215 from Charleston Boulevard to Alexander Road and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: PACE CONTRACTING ($3,965,371.28 - Parks and Leisure Activities Capital Projects Fund) - Wards 2 and 4 (Beers and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,965,371.28
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The work to be performed includes construction of approximately six miles of trail improvements including excavation, backfill, placement of aggregate base, paved trail (shared-use path) a prefabricated steel trail bridge, pedestrian fencing with rail, concrete retaining walls, modifications of existing storm drain outlets, utility manholes and pullboxes, trail signage and striping. Pace Contracting is located in Las Vegas, Nevada.

PCC: D. Collins
POC: Henry McCubbin - (702) 365-1170

RECOMMENDATION:
That City Council approve award of Bid No. 13.26122-DC, I-215 Beltway Trail Segments to Pace Contracting in the amount of $3,965,371.28 and approve the construction conflicts and contingency reserve of $396,537.13. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

13.26122-DC
I-215 Beltway Trail Segments

				Pace Contracting		Las Vegas Paving Corp.		Capriati Construction Corp.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	30	$500.00	$15,000.00	$500.00	$15,000.00	$500.00	$15,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	30	$105.98	$3,179.40	$1.00	$30.00	$500.00	$15,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$230,000.00	$230,000.00	$230,000.00	$230,000.00	$230,000.00	$230,000.00
201.01	CLEARING AND GRUBBING	LS	1	$15,080.00	$15,080.00	$5,000.00	$5,000.00	$35,000.00	$35,000.00
202.01	REMOVAL AND SALVAGE 12-FOOT DOUBLE SWING GATE	EACH	4	$208.00	$832.00	$135.00	$540.00	$250.00	$1,000.00
202.02	REMOVAL OF 6 FOOT CHAIN-LINK FENCE	LF	960	$1.04	$998.40	$3.00	$2,880.00	$3.00	$2,880.00
202.03	REMOVE CONCRETE SIDEWALK	SF	958	$2.13	$2,040.54	$5.00	$4,790.00	$3.00	$2,874.00
202.04	REMOVE CURB AND GUTTER	LF	52	$10.40	$540.80	$22.00	$1,144.00	$10.00	$520.00
202.05	REMOVE PLANTMIX BITUMINOUS SURFACE	SF	370	$1.66	$614.20	$4.00	$1,480.00	$5.00	$1,850.00
203.01	TRAIL EXCAVATION	CY	9,520	$13.68	$130,233.60	$18.65	$177,548.00	$15.00	$142,800.00
302.01	TYPE II AGGREGATE BASE	CY	7,580	$24.96	$189,196.80	$44.00	$333,520.00	$35.00	$265,300.00
402.01	2-INCH PLANTMIX BITUMINOUS SURFACE	SY	32,805	$10.92	$358,230.60	$10.00	$328,050.00	$11.50	$377,257.50
402.02	6-INCH PLANTMIX BITUMINOUS SURFACE	SY	1,100	$28.08	$30,888.00	$27.50	$30,250.00	$30.00	$33,000.00
502.01	CAST-IN-PLACE CONCRETE RETAINING WALL	CY	2,244	$641.81	$1,440,221.64	$625.00	$1,402,500.00	$710.00	$1,593,240.00
502.02	CONCRETE PEDESTRIAN RAMP	CY	33	$1,872.72	$61,799.76	$980.00	$32,340.00	$1,000.00	$33,000.00
502.03	CONCRETE BRIDGE ABUTMENT	CY	183	$846.71	$154,947.93	$600.00	$109,800.00	$800.00	$146,400.00
502.04	CONCRETE BRIDGE WINGWALLS	CY	114	$673.65	$76,796.10	$1,400.00	$159,600.00	$950.00	$108,300.00
502.05	CONCRETE BRIDGE DECK	SF	1,784	$7.29	$13,005.36	$15.00	$26,760.00	$12.00	$21,408.00
580.01	PREFABRICATED STEEL PEDESTRIAN BRIDGE (FAR HILLS AVENUE)	LS	1	$453,679.20	$453,679.20	$430,897.00	$430,897.00	$488,273.50	$488,273.50
609.01	ADJUST MANHOLE COVERS	EACH	4	$520.00	$2,080.00	$900.00	$3,600.00	$850.00	$3,400.00
609.02	ADJUST PULL BOX COVERS	EACH	16	$208.00	$3,328.00	$600.00	$9,600.00	$350.00	$5,600.00
613.01	CONCRETE SIDEWALK (4-INCH)	SF	5,236	$4.16	$21,781.76	$4.50	$23,562.00	$5.50	$28,798.00
613.02	CONCRETE TRAIL (6-INCH)	SF	11,658	$4.21	$49,080.18	$7.40	$86,269.20	$6.50	$75,777.00
613.03	CONCRETE TACK ON MEDIAN ISLAND	SF	530	$6.24	$3,307.20	$4.00	$2,120.00	$12.00	$6,360.00
613.04	SIDEWALK RAMP	EACH	2	$1,716.00	$3,432.00	$1,700.00	$3,400.00	$1,000.00	$2,000.00
613.05	TACTILE WARNING PANEL	SF	40	$78.00	$3,120.00	$32.00	$1,280.00	$15.00	$600.00
614.01	PAINT FLOOD CONTROL CONCRETE VAULT	LS	1	$457.60	$457.60	$550.00	$550.00	$600.00	$600.00
616.01	6 FOOT CHAIN-LINK FENCE	LF	8,113	$18.55	$150,496.15	$20.00	$162,260.00	$18.00	$146,034.00
616.02	PEDESTRIAN FENCE	LF	2,127	$84.46	$179,646.42	$95.00	$202,065.00	$65.00	$138,255.00
616.03	20-FOOT DOUBLE SWING CHAIN LINK GATE	EACH	5	$1,609.09	$8,045.45	$1,800.00	$9,000.00	$1,300.00	$6,500.00
616.04	5-FOOT SWING GATE (ACCESS GATE)	EACH	18	$1,431.96	$25,775.28	$1,500.00	$27,000.00	$1,000.00	$18,000.00
622.01	CONSTRUCTION SURVEYING	LS	1	$28,080.00	$28,080.00	$50,000.00	$50,000.00	$35,000.00	$35,000.00
623.01	RELOCATE EXISTING STREET LIGHT POLE	EACH	2	$8,611.20	$17,222.40	$8,900.00	$17,800.00	$7,000.00	$14,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$49,816.00	$49,816.00	$50,000.00	$50,000.00	$40,000.00	$40,000.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EACH	57	$134.11	$7,644.27	$570.00	$32,490.00	$185.00	$10,545.00
627.02	PERMANENT SIGN (POLE MOUNTED)	EACH	17	$1,222.00	$20,774.00	$135.00	$2,295.00	$190.00	$3,230.00

ITEM NO.	DESCRIPTION	U O M	QTY	Pace Contracting		Las Vegas Paving Corp.		Capriati Construction Corp.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.01	4-INCH SOLID YELLOW (TYPE 2 FILM)	LF	900	$1.82	$1,638.00	$2.00	$1,800.00	$2.00	$1,800.00
628.02	4-INCH DASHED YELLOW (TYPE 2 FILM)	LF	7,900	$0.88	$6,952.00	$1.00	$7,900.00	$0.70	$5,530.00
628.03	24-INCH SOLID WHITE LINE (TYPE 2 FILM)	LF	100	$11.44	$1,144.00	$12.00	$1,200.00	$15.00	$1,500.00
628.04	YIELD LEGEND (TYPE 2 FILM)	SF	30	$10.40	$312.00	$11.00	$330.00	$8.00	$240.00
630.01	ADJUST SANITARY SEWER MANHOLE COVER	EACH	2	$390.00	$780.00	$750.00	$1,500.00	$1,100.00	$2,200.00
637.01	DUST CONTROL	LS	1	$24,960.00	$24,960.00	$40,000.00	$40,000.00	$35,000.00	$35,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$416.00	$416.00	$1,000.00	$1,000.00	$6,500.00	$6,500.00
699.01	REMOVABLE BOLLARD	EACH	6	$2,247.44	$13,484.64	$2,500.00	$15,000.00	$1,600.00	$9,600.00
699.02	PET WASTE STATION	EACH	10	$689.42	$6,894.20	$950.00	$9,500.00	$300.00	$3,000.00
699.03	TRASH RECEPTACLE	EACH	10	$741.94	$7,419.40	$1,715.00	$17,150.00	$800.00	$8,000.00
699.04	MISCELLANEOUS EXISTING ADJACENT IMPROVEMENT MODIFICATIONS	FA	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
	Total Base Bid Amount				**$3,965,371.28**		**$4,220,800.20**		**$4,271,172.00**
	% Greater than Lowest Responsive & Responsible Bidder						**6.05%**		
	Bidder's Preference Claimed				**Yes**		CLICK TO SELECT		CLICK TO SELECT
	Bidder's Preference Received				**No**				
	Responsive Bidder				**Yes**				
	Responsible Bidder				**Yes**				
	Engineer's Estimate: $4,750,000.00								

TO: David Bowers Please review and approve recommended award to

Pace Contracting in the amount of $ 3,965,371.28

Purchasing & Contracts Representative — Date 2/21/13

Quality Assurance Administrator — Date 2/21/13

Using Department Authorized Signature — Date 2/21/13

BID ABSTRACT

13.26122-DC
I-215 Beltway Trail Segments

				Patriot Contractors, LLC.		Meadow Valley Contractors, Inc.		Ace Engineering, Inc. DBA Ace Builders, Inc.	
ITEM NO.	**DESCRIPTION**	**U O M**	**QTY**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	30	$500.00	$15,000.00	$500.00	$15,000.00	$500.00	$15,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	30	$0.00	$0.00	$488.00	$14,640.00	$1,500.00	$45,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$230,000.00	$230,000.00	$230,000.00	$230,000.00	$230,000.00	$230,000.00
201.01	CLEARING AND GRUBBING	LS	1	$5,300.00	$5,300.00	$18,900.00	$18,900.00	$12,713.76	$12,713.76
202.01	REMOVAL AND SALVAGE 12-FOOT DOUBLE SWING GATE	EACH	4	$212.00	$848.00	$217.00	$868.00	$111.31	$445.24
202.02	REMOVAL OF 6 FOOT CHAIN-LINK FENCE	LF	960	$1.06	$1,017.60	$1.10	$1,056.00	$1.11	$1,065.60
202.03	REMOVE CONCRETE SIDEWALK	SF	958	$3.18	$3,046.44	$1.70	$1,628.60	$1.67	$1,599.86
202.04	REMOVE CURB AND GUTTER	LF	52	$4.77	$248.04	$15.50	$806.00	$8.35	$434.20
202.05	REMOVE PLANTMIX BITUMINOUS SURFACE	SF	370	$1.17	$432.90	$3.00	$1,110.00	$1.91	$706.70
203.01	TRAIL EXCAVATION	CY	9,520	$16.81	$160,031.20	$19.00	$180,880.00	$22.07	$210,106.40
302.01	TYPE II AGGREGATE BASE	CY	7,580	$26.20	$198,596.00	$37.00	$280,460.00	$27.83	$210,951.40
402.01	2-INCH PLANTMIX BITUMINOUS SURFACE	SY	32,805	$10.17	$333,626.85	$12.00	$393,660.00	$11.13	$365,119.65
402.02	6-INCH PLANTMIX BITUMINOUS SURFACE	SY	1,100	$31.55	$34,705.00	$31.00	$34,100.00	$28.94	$31,834.00
502.01	CAST-IN-PLACE CONCRETE RETAINING WALL	CY	2,244	$841.48	$1,888,281.12	$696.00	$1,561,824.00	$849.87	$1,907,108.28
502.02	CONCRETE PEDESTRIAN RAMP	CY	33	$1,090.07	$35,972.31	$1,330.00	$43,890.00	$1,696.75	$55,992.75
502.03	CONCRETE BRIDGE ABUTMENT	CY	183	$792.50	$145,027.50	$832.00	$152,256.00	$1,184.98	$216,851.34
502.04	CONCRETE BRIDGE WINGWALLS	CY	114	$1,012.02	$115,370.28	$920.00	$104,880.00	$1,522.40	$173,553.60
502.05	CONCRETE BRIDGE DECK	SF	1,784	$14.44	$25,760.96	$10.50	$18,732.00	$16.98	$30,292.32
580.01	PREFABRICATED STEEL PEDESTRIAN BRIDGE (FAR HILLS AVENUE)	LS	1	$497,000.00	$497,000.00	$514,000.00	$514,000.00	$457,779.89	$457,779.89
609.01	ADJUST MANHOLE COVERS	EACH	4	$583.00	$2,332.00	$887.00	$3,548.00	$853.34	$3,413.36
609.02	ADJUST PULL BOX COVERS	EACH	16	$477.00	$7,632.00	$591.00	$9,456.00	$985.33	$15,765.28
613.01	CONCRETE SIDEWALK (4-INCH)	SF	5,236	$4.01	$20,996.36	$3.80	$19,896.80	$4.45	$23,300.20
613.02	CONCRETE TRAIL (6-INCH)	SF	11,658	$5.50	$64,119.00	$7.20	$83,937.60	$7.05	$82,188.90
613.03	CONCRETE TACK ON MEDIAN ISLAND	SF	530	$6.89	$3,651.70	$7.00	$3,710.00	$5.57	$2,952.10
613.04	SIDEWALK RAMP	EACH	2	$819.38	$1,638.76	$2,170.00	$4,340.00	$1,669.68	$3,339.36
613.05	TACTILE WARNING PANEL	SF	40	$29.15	$1,166.00	$30.00	$1,200.00	$33.39	$1,335.60
614.01	PAINT FLOOD CONTROL CONCRETE VAULT	LS	1	$583.00	$583.00	$488.00	$488.00	$1,669.68	$1,669.68
616.01	6 FOOT CHAIN-LINK FENCE	LF	8,113	$19.55	$158,609.15	$18.50	$150,090.50	$12.47	$101,169.11
616.02	PEDESTRIAN FENCE	LF	2,127	$49.82	$105,967.14	$111.00	$236,097.00	$52.32	$111,284.64
616.03	20-FOOT DOUBLE SWING CHAIN LINK GATE	EACH	5	$1,604.84	$8,024.20	$1,580.00	$7,900.00	$1,335.75	$6,678.75
616.04	5-FOOT SWING GATE (ACCESS GATE)	EACH	18	$1,385.07	$24,931.26	$1,310.00	$23,580.00	$834.84	$15,027.12
622.01	CONSTRUCTION SURVEYING	LS	1	$31,800.00	$31,800.00	$32,500.00	$32,500.00	$33,368.03	$33,368.03
623.01	RELOCATE EXISTING STREET LIGHT POLE	EACH	2	$4,854.80	$9,709.60	$7,670.00	$15,340.00	$3,984.97	$7,969.94
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$42,055.50	$42,055.50	$49,800.00	$49,800.00	$38,597.47	$38,597.47
627.01	PERMANENT SIGN (GROUND MOUNTED)	EACH	57	$164.30	$9,365.10	$230.00	$13,110.00	$191.46	$10,913.22
627.02	PERMANENT SIGN (POLE MOUNTED)	EACH	17	$233.20	$3,964.40	$1,100.00	$18,700.00	$187.00	$3,179.00

				Patriot Contractors, LLC.		Meadow Valley Contractors, Inc.		Ace Engineering, Inc. DBA Ace Builders, Inc.	
ITEM NO.	**DESCRIPTION**	**U O M**	**QTY**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
628.01	4-INCH SOLID YELLOW (TYPE 2 FILM)	LF	900	$2.39	$2,151.00	$1.90	$1,710.00	$1.56	$1,404.00
628.02	4-INCH DASHED YELLOW (TYPE 2 FILM)	LF	7,900	$0.85	$6,715.00	$0.90	$7,110.00	$0.56	$4,424.00
628.03	24-INCH SOLID WHITE LINE (TYPE 2 FILM)	LF	100	$9.54	$954.00	$12.00	$1,200.00	$13.36	$1,336.00
628.04	YIELD LEGEND (TYPE 2 FILM)	SF	30	$4.77	$143.10	$11.00	$330.00	$7.79	$233.70
630.01	ADJUST SANITARY SEWER MANHOLE COVER	EACH	2	$583.00	$1,166.00	$887.00	$1,774.00	$946.25	$1,892.50
637.01	DUST CONTROL	LS	1	$13,652.80	$13,652.80	$8,530.00	$8,530.00	$72,352.87	$72,352.87
637.02	NPDES DISCHARGE PERMIT	LS	1	$22,790.00	$22,790.00	$4,560.00	$4,560.00	$1,669.68	$1,669.68
699.01	REMOVABLE BOLLARD	EACH	6	$876.62	$5,259.72	$2,760.00	$16,560.00	$1,947.96	$11,687.76
699.02	PET WASTE STATION	EACH	10	$517.28	$5,172.80	$970.00	$9,700.00	$1,113.12	$11,131.20
699.03	TRASH RECEPTACLE	EACH	10	$1,272.00	$12,720.00	$1,730.00	$17,300.00	$1,391.40	$13,914.00
699.04	MISCELLANEOUS EXISTING ADJACENT IMPROVEMENT MODIFICATIONS	FA	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
	Total Base Bid Amount				**$4,407,533.79**		**$4,461,158.50**		**$4,698,752.46**
	% Greater than Lowest Responsive & Responsible Bidder								
	Bidder's Preference Claimed			CLICK TO SELECT		CLICK TO SELECT		CLICK TO SELECT	
	Bidder's Preference Received								
	Responsive Bidder								
	Responsible Bidder								
	Engineer's Estimate: $4,750,000.00								

BID ABSTRACT

13.26122-DC
I-215 Beltway Trail Segments

				Tand, Inc.		Contri Construction Company		B&H Construction, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	30	$500.00	$15,000.00	$500.00	$15,000.00	$500.00	$15,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	30	$500.00	$15,000.00	$500.00	$15,000.00	$787.36	$23,620.80
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$230,000.00	$230,000.00	$230,000.00	$230,000.00	$230,000.00	$230,000.00
201.01	CLEARING AND GRUBBING	LS	1	$10,000.00	$10,000.00	$22,484.00	$22,484.00	$29,680.00	$29,680.00
202.01	REMOVAL AND SALVAGE 12-FOOT DOUBLE SWING GATE	EACH	4	$225.00	$900.00	$133.00	$532.00	$224.00	$896.00
202.02	REMOVAL OF 6 FOOT CHAIN-LINK FENCE	LF	960	$5.00	$4,800.00	$3.00	$2,880.00	$1.12	$1,075.20
202.03	REMOVE CONCRETE SIDEWALK	SF	958	$2.00	$1,916.00	$3.00	$2,874.00	$0.84	$804.72
202.04	REMOVE CURB AND GUTTER	LF	52	$6.00	$312.00	$13.00	$676.00	$11.20	$582.40
202.05	REMOVE PLANTMIX BITUMINOUS SURFACE	SF	370	$2.00	$740.00	$4.00	$1,480.00	$7.39	$2,734.30
203.01	TRAIL EXCAVATION	CY	9,520	$16.00	$152,320.00	$35.00	$333,200.00	$14.72	$140,134.40
302.01	TYPE II AGGREGATE BASE	CY	7,580	$30.00	$227,400.00	$45.00	$341,100.00	$29.82	$226,035.60
402.01	2-INCH PLANTMIX BITUMINOUS SURFACE	SY	32,805	$11.00	$360,855.00	$11.00	$360,855.00	$12.32	$404,157.60
402.02	6-INCH PLANTMIX BITUMINOUS SURFACE	SY	1,100	$28.00	$30,800.00	$44.00	$48,400.00	$31.36	$34,496.00
502.01	CAST-IN-PLACE CONCRETE RETAINING WALL	CY	2,244	$985.00	$2,210,340.00	$992.00	$2,226,048.00	$1,135.25	$2,547,501.00
502.02	CONCRETE PEDESTRIAN RAMP	CY	33	$1,100.00	$36,300.00	$1,198.00	$39,534.00	$2,208.06	$72,865.98
502.03	CONCRETE BRIDGE ABUTMENT	CY	183	$1,030.00	$188,490.00	$1,134.00	$207,522.00	$1,285.52	$235,250.16
502.04	CONCRETE BRIDGE WINGWALLS	CY	114	$1,000.00	$114,000.00	$822.00	$93,708.00	$1,769.98	$201,777.72
502.05	CONCRETE BRIDGE DECK	SF	1,784	$11.00	$19,624.00	$19.00	$33,896.00	$14.47	$25,814.48
580.01	PREFABRICATED STEEL PEDESTRIAN BRIDGE (FAR HILLS AVENUE)	LS	1	$460,500.00	$460,500.00	$477,874.00	$477,874.00	$509,829.06	$509,829.06
609.01	ADJUST MANHOLE COVERS	EACH	4	$800.00	$3,200.00	$619.00	$2,476.00	$1,344.00	$5,376.00
609.02	ADJUST PULL BOX COVERS	EACH	16	$600.00	$9,600.00	$278.00	$4,448.00	$1,569.12	$25,105.92
613.01	CONCRETE SIDEWALK (4-INCH)	SF	5,236	$4.00	$20,944.00	$7.00	$36,652.00	$5.04	$26,389.44
613.02	CONCRETE TRAIL (6-INCH)	SF	11,658	$6.65	$77,525.70	$7.00	$81,606.00	$6.16	$71,813.28
613.03	CONCRETE TACK ON MEDIAN ISLAND	SF	530	$7.50	$3,975.00	$9.00	$4,770.00	$8.40	$4,452.00
613.04	SIDEWALK RAMP	EACH	2	$2,250.00	$4,500.00	$1,475.00	$2,950.00	$1,900.64	$3,801.28
613.05	TACTILE WARNING PANEL	SF	40	$30.00	$1,200.00	$19.00	$760.00	$47.04	$1,881.60
614.01	PAINT FLOOD CONTROL CONCRETE VAULT	LS	1	$600.00	$600.00	$575.00	$575.00	$616.00	$616.00
616.01	6 FOOT CHAIN-LINK FENCE	LF	8,113	$12.50	$101,412.50	$22.00	$178,486.00	$22.97	$186,355.61
616.02	PEDESTRIAN FENCE	LF	2,127	$50.00	$106,350.00	$50.00	$106,350.00	$52.64	$111,965.28
616.03	20-FOOT DOUBLE SWING CHAIN LINK GATE	EACH	5	$1,320.00	$6,600.00	$1,664.00	$8,320.00	$1,344.00	$6,720.00
616.04	5-FOOT SWING GATE (ACCESS GATE)	EACH	18	$800.00	$14,400.00	$1,286.00	$23,148.00	$840.00	$15,120.00
622.01	CONSTRUCTION SURVEYING	LS	1	$33,000.00	$33,000.00	$49,692.00	$49,692.00	$39,200.00	$39,200.00
623.01	RELOCATE EXISTING STREET LIGHT POLE	EACH	2	$5,000.00	$10,000.00	$3,813.00	$7,626.00	$3,526.88	$7,053.76
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$88,000.00	$88,000.00	$48,990.00	$48,990.00	$61,600.00	$61,600.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EACH	57	$170.00	$9,690.00	$142.00	$8,094.00	$173.60	$9,895.20
627.02	PERMANENT SIGN (POLE MOUNTED)	EACH	17	$245.00	$4,165.00	$1,494.00	$25,398.00	$19.04	$323.68

				Tand, Inc.		Contri Construction Company		B&H Construction, Inc.	
ITEM NO.	**DESCRIPTION**	**U O M**	**QTY**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
628.01	4-INCH SOLID YELLOW (TYPE 2 FILM)	LF	900	$3.00	$2,700.00	$2.00	$1,800.00	$2.52	$2,268.00
628.02	4-INCH DASHED YELLOW (TYPE 2 FILM)	LF	7,900	$1.00	$7,900.00	$2.00	$15,800.00	$0.89	$7,031.00
628.03	24-INCH SOLID WHITE LINE (TYPE 2 FILM)	LF	100	$10.00	$1,000.00	$12.00	$1,200.00	$10.08	$1,008.00
628.04	YIELD LEGEND (TYPE 2 FILM)	SF	30	$5.50	$165.00	$6.00	$180.00	$5.04	$151.20
630.01	ADJUST SANITARY SEWER MANHOLE COVER	EACH	2	$800.00	$1,600.00	$619.00	$1,238.00	$2,240.00	$4,480.00
637.01	DUST CONTROL	LS	1	$150,000.00	$150,000.00	$26,648.00	$26,648.00	$147,840.00	$147,840.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$5,000.00	$5,000.00	$43,750.00	$43,750.00	$30,240.00	$30,240.00
699.01	REMOVABLE BOLLARD	EACH	6	$1,200.00	$7,200.00	$2,538.00	$15,228.00	$1,604.96	$9,629.76
699.02	PET WASTE STATION	EACH	10	$500.00	$5,000.00	$520.00	$5,200.00	$546.56	$5,465.60
699.03	TRASH RECEPTACLE	EACH	10	$800.00	$8,000.00	$1,278.00	$12,780.00	$1,344.00	$13,440.00
699.04	MISCELLANEOUS EXISTING ADJACENT IMPROVEMENT MODIFICATIONS	FA	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
	Total Base Bid Amount				**$4,913,024.20**		**$5,317,228.00**		**$5,651,478.03**
	% Greater than Lowest Responsive & Responsible Bidder								
	Bidder's Preference Claimed			CLICK TO SELECT		CLICK TO SELECT		CLICK TO SELECT	
	Bidder's Preference Received								
	Responsive Bidder								
	Responsible Bidder								
	Engineer's Estimate: $4,750,000.00								

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve award of Agreement No. 130147-TF, Professional Engineering Services Agreement for Large Diameter Pipeline Assessment Phase 6, 5 Year Cycle - Department of Public Works - Award recommended to: PROJECT ENGINEERING CONSULTANTS, LTD ($1,275,430 - Sanitation Enterprise Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,275,430
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The services provided in this contract include sewer condition assessment for pipelines with diameters of 15 inches or greater and assessment of manholes and structures associates with these pipelines. Work includes inspection, evaluation, prioritization and recommendations for the rehabilitation of approximately 20% of the large diameter sewer system that is part of the 5-year program. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Project Engineering Consultants, Ltd is located in Phoenix, Arizona.

PCC: T. Fernandez
POC: Don Davis - (702) 360-1044

RECOMMENDATION:
That City Council approve award of Agreement No. 130147-TF, Professional Engineering Services Agreement for Large Diameter Pipeline Assessment Phase 6, 5 Year Cycle to Project Engineering Consultants, Ltd. in the amount of $1,275,430 from award date through February 28, 2014 with four one-year renewal options in the not-to-exceed amount of $1,300,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 130147-TF
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR
LARGE DIAMETER PIPELINE ASSESSMENT PHASE 6, 5 YEAR CYCLE

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **PROJECT ENGINEERING CONSULTANTS, LTD.**, (the "Consultant"), a **Corporation**, whose address is **285 East Warm Springs Road, Suite 108, Las Vegas, Nevada 89119**.

WITNESSETH:

WHEREAS, the City intends to construct the **Large Diameter** Pipeline Assessment Phase 6, 5 Year Cycle (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

City.

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not

conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect for one year with five (5) one-year renewals until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its

continuing obligations under this Agreement.

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) continue with performance by the CMAR and serve within a reasonable time after completion of the Agreement a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

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

10.04 ***Ownership of Documents.***

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

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

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

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

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable

laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

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

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

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

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

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

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

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

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

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

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for

their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

CITY OF LAS VEGAS

By_____
Yolanda Jones, C.P.M., CPPO, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 2/28/13
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Don Davis, PE, Project Engineering Consultants, Ltd.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

PHASE 6 YEAR 1

of the

LARGE DIAMETER PIPELINE ASSESSMENT PROGRAM: 5 YEAR CYCLE

PROJECT UNDERSTANDING

The City of Las Vegas (CITY) has significant quantities of mid and large size sanitary sewer interceptors, collectors and mains of various materials installed as part of its wastewater collection system. The structural and operational characteristics of this collection system are critical to health and safety of the general public. Therefore, an assessment program which identifies immediate and potential problems within the collection system is required to assure that this public asset is operated and maintained in a manner consistent with federal, state, and city guidelines.

Beginning in 2013 the CITY will begin Phase 6 of its 5-Year Large Diameter Pipeline Assessment Program. This includes the sewer condition assessment/evaluation for sewer pipelines with diameters of 15 inches or greater. Assessment of manholes and structures associated with these pipelines will also be completed as part of this assessment work.

Being part of a 5-year program, the original contract is intentionally renewable (see specific contract requirements) for an additional 4 years. This scope of work includes the inspection, evaluation, prioritization, and recommendations for rehabilitation of approximately 20% of the large diameter sanitary sewer system that is part of the 5-Year Program. Year 1 includes the assessment of approximately 217,500 feet of sewer pipeline, and 720 manholes. In addition, the scope includes global positioning system (GPS) survey of manholes and determining the invert elevations of pipelines connected at manholes from digital video scanner (DVS) inspection. Approximate quantities for Phase 6 Year 1 were provided by the CITY.

Pipes in Year 1 range from 15-inch to 54-inch in diameter. Based on the provided information, pipeline lengths up to 217,500 feet, up to 720 manholes shall be included in the basic services.

In general, the scope of work will consist of the following major tasks:

Task 1.0: Project Management

Task 2.0: Surveying Services

Task 3.0: Inspection of Pipelines and Manholes

Task 4.0: NASSCO Certified Reviews of Field Inspections

Task 5.0: GIS Mapping Services

Task 6.0: GIS Geodatabase Services

Task 7.0: Final Condition Evaluation and Assessment Report

Task 8.0: Additional Services

The CITY is contracting with Project Engineering Consultants, Ltd. (CONSULTANT), a professional engineering firm located in Las Vegas, Nevada to provide the above mentioned general services. Additionally, the CITY is requesting the CONSULTANT to record and report relevant observations, determinations, and recommendations regarding the need for pipeline and manhole rehabilitation or replacement.

Rehabilitation/replacement recommendations should be consolidated into projects and then prioritized according to severity. The recommended project priority list will be based on each pipeline segments severity of corrosion, structural deterioration, and relative importance of the segment being evaluated. Said recommendations and projects shall be developed in cooperation with the City of Las Vegas Public Works staff.

A detailed description of the scope of work for 1st Year of Phase 6 follows:

TASK 1.0: PROJECT MANAGEMENT

1.1. Management: CONSULTANT shall manage, monitor and review work progress and budget of project team including subcontractors or sub-consultants.

1.2. Monthly Invoices: CONSULTANT shall prepare and submit to the CITY monthly invoices including a brief written narrative of work completed the previous month, an updated schedule, and actual and projected budgets.

1.3. Kickoff Meeting: Meeting to define milestones, respective responsibilities, coordination contacts between CITY and CONSULTANT, and progress meeting format and dates.

1.4. Progress Meetings: CONSULTANT shall participate in monthly progress meetings with CITY staff, generally to be held at the City of Las Vegas. The purpose of the monthly progress meeting is to provide an opportunity for CONSULTANT and CITY to review progress of the work, present and discuss interim results, anticipate and mitigate any performance problems and address other issues and concerns.

Within two weeks of the notice-to-proceed, CONSULTANT shall prepare for CITY's review a proposed standard progress meeting agenda and written meeting minutes format. CITY shall provide comments to CONSULTANT within one week following submittal of the proposed meeting agenda and meeting minutes format.
CONSULTANT shall prepare meeting minutes for each monthly progress meeting. Meeting minutes shall be prepared and submitted to all meeting attendees in draft form within two working days following the meeting. Any comments shall be due back to CONSULTANT within two working days following receipt of draft meeting minutes. If there are no comments the minutes shall be considered to be accepted.

1.5. Other Meetings: The CONSULTANT shall prepare and distribute meeting minutes for all meetings with the CITY, summarizing agreements reached and actions required.

1.6. Quality Assurance Reviews: The CONSULTANT shall perform periodic quality reviews of the work progress as required to ensure that the project scope is achieved. The CONSULTANT shall review and edit all deliverables in-house for quality assurance prior to submittal to the CITY.

1.7. Coordination: The CONSULTANT shall coordinate all subcontracted work required for the execution of this project, including proposed schedule, areas of work, lane closure requests, by-pass setup and operation, pipeline cleaning, and digital video scanner (DVS) operations with CITY and other appropriate jurisdictions.

1.8. Overall Project Schedule: CONSULTANT shall prepare an overall project schedule which designates milestones agreed to by CITY and CONSULTANT.

TASK 2.0: SURVEYING SERVICES

2.1. Surveying: CONSULTANT shall perform the work to field locate manholes, determine coordinates of these manholes using global positioning system (GPS) survey and locate laterals using DVS video files. The XYZ coordinates (northing, easting, elevation) at the center of each manhole lid are to be included as attributes in the geographic information system (GIS). The XY (northing and easting) coordinates are also to be determined by survey or calculation for the center of the manhole and included in the GIS. The rim location shall be described by State Plane Coordinates, as defined by the Nevada Revised Statues Chapter 327, and tied to the City of Las Vegas vertical control and benchmark network. The rim location coordinates must be certified by a Nevada Professional Land Surveyor to have positional certainties of +/- 0.1 meter (+/- 0.3 feet). There are an estimated 720 manholes in the 1st Year assessment area. CONSULTANT shall calculate coordinates for laterals based on GPS coordinates for center of manhole lids and lengths from manholes to laterals determined from DVS video files.

2.2. Procedure Verification Surveys: CONSULTANT shall coordinate with the CITY, such that CITY survey crew can verify accuracy of coordinates and elevations of PEC GPS surveyed points. Horizontal points shall be accurate within three tenths (0.30) feet or resurveyed without additional cost. PEC will field survey up to seven (7) manholes to determine invert elevations of pipelines entering and exiting the manhole by manned entry inspection and taking measurements to surveyed rim elevation. The invert elevations determined by survey and physical measurements inside the manhole shall be compared with elevations determined using the DVS. Up to seven (7) manned entry surveys shall be performed for comparison to DVS determined elevations. The

DVS will be used to determine pipeline elevations unless it is demonstrated that it is not accurate within fifteen hundredths (0.15) feet and cannot be corrected by a calibration method. If there is an apparent inaccuracy (wavy and/or multiple images for the same point) in a particular DVS file for a manhole due to procedural errors, the DVS shall be redone for that particular manhole without additional cost. If it is determined that the DVS method is not sufficiently accurate in general, then field surveying invert elevations by other means will be negotiated under special services and paid as outlined in Exhibit E.

TASK 3.0: INSPECTION OF PIPELINES AND MANHOLES

3.1 Schedule for Inspection: CONSULTANT shall provide the CITY with a proposed schedule for all sewer inspections, including Pipe and manhole inspections. This schedule shall be included with the Overall Project Schedule discussed in Task 1.8. Sufficient float time shall be incorporated in the schedule to allow for the inspection and/or assessment of emergency work and capital improvement projects which may require immediate attention.

3.2 Pre-Inspection Walk-through: Throughout the inspection period, a pre-inspection walk-through shall be conducted prior to the start of inspection of any segment. This field inspection shall be conducted to:

- Locate all manholes within the segment of sewer to be inspected. The CITY shall provide assistance in locating or providing access to manholes that CONSULTANT is unable to locate or manholes that are inaccessible.
- Paint the unique identification number adjacent to each manhole so that it can be properly identified and logged during inspection operations.
- Identify access and traffic control issues.
- Identify issues to be addressed by CITY maintenance staff prior to inspection.
- Identify any other agencies, jurisdictions or property owners that will need notification.

3.3 Permits: The CONSULTANT shall obtain all necessary permits from the governing agencies that apply to project work, including traffic control, allowable work hours, and other provisions the agencies impose.

3.4 Manhole Inspections: A digital video scanner (DVS) investigation and a physical inspection of each manhole shall be done according to NASSCO-MACP (Manhole Assessment Certification Program) guidelines by NASSCO-MACP certified personnel. The CITY recognizes that not all information addressed by MACP is required. Therefore, CITY and CONSULTANT will agree to obtain the same field data consistent with Phase 5. All inspection work performed under the Basic Services portion of the Contract shall be completed from the ground surface. Confined space entry is not required for the inspection of manholes unless agreed to as a special service and paid as outlined in Exhibit E. A DVS video file of each manhole shall be taken to document upstream and downstream conditions, hydraulics, condition of the manhole, evidence of surcharging, etc. The Basic Services agreement is based on a maximum of 720 total manholes. Additional manhole inspections (beyond the 720 included in the Basic Services) will be performed and paid for as outlined in Exhibit E, Additional Compensation.

Manholes are limited to circular vertical shafts of 60 inches or less in diameter. Larger structures shall be classified as vault inspections. Vault inspection and evaluations includes the structural evaluations of non-circular manholes and for manholes greater in diameter than 60 inches in diameter. Vault structures will typically include appurtenances such as gates. There are no Vault Inspections included in the Basic Services. These structures will typically require confined space entry and shall be performed and paid for as outlined in Exhibit E, Additional Compensation.

3.5 Inaccessible Manholes: It is anticipated that certain manholes may not be accessible either due to: paving over the manholes, covers have been bolted down, manholes buried in vegetated areas or manholes not having been installed. The CONSULTANT shall provide assistance to the CITY in identifying these manholes in advance by providing maps and field notes as necessary. The CITY shall provide access using CITY forces, or another contractor working for the CITY.

In the event that CITY forces cannot provide access to one or more inaccessible manholes in a timely manner, the CITY may direct the CONSULTANT to hire a subcontractor to provide access to the manhole(s) required in this contract. If a CONSULTANT's subcontractor is used, the cost shall be estimated for each manhole encountered by CONSULTANT and paid for as outlined in Exhibit B, Additional Services.

In the event access to one or more inaccessible manholes cannot be provided in a timely manner, such as manholes that cannot become accessible prior to submittal of the Draft Report Section to which it pertains, will be noted as inaccessible in the Draft and Final Report.

The contract basic services will include up to 15 inaccessible manholes. Additional coordination and location identification for inaccessible manholes (beyond the 15 included in the Basic Services) will be performed and paid for as outlined in Exhibit E, Additional Compensation.

3.6 Pipe Inspection and Cleaning: Pipeline segments shall be inspected via digital video scanner (DVS) equipment by NASSCO-PACP certified technicians. Video file from the DVS inspection (in electronic format) and inspection logs shall be prepared for each sewer line segment inspected. CITY shall have access to inspection logs, pictures, etc throughout the duration of the project by DVD or removable hard disk on an as requested basis.

15-inch to 24-inch diameter pipe segments (flowing less than 50% full) shall be cleaned with a 2-pass, 360 degree high pressure spray immediately prior to or in conjunction with the DVS inspection.

27-inch and larger diameter segments will be DVS inspected after a single-pass cleaning of the crown area only if required for proper assessment. This single-pass cleaning is only to allow for better inspection of the pipe viewable above the flow line. Pipes flowing higher than 50% will receive no cleaning.

Heavy cleaning (additional cleaning beyond the single and 2-pass cleanings required above) of the invert, grease buildup on walls and crown, or large debris in the pipe may be required prior to DVS inspection work. Heavy cleaning shall be approved by CITY prior to commencing work and will be paid for as outlined in Exhibit E, Additional Compensation. However, the build-up of debris in the large diameter pipelines is a major concern for the CITY. For that reason, and to assist the CITY in their maintenance, budgeting, and scheduling, documentation of the location of all heavy debris along with an estimate of the type, volume, and cause of the build-up shall be included in the reporting.

In general, the CONSULTANT shall attempt to access sewers from manholes requiring minimal traffic control. In the event that major or long term traffic control is needed, the CONSULTANT shall notify the CITY. Major traffic control will be paid for as outlined in Exhibit E, Additional Compensation.

Additional pipeline inspections (beyond the 217,500 feet included in the basic contract) will be performed and paid for as outlined in Exhibit E, Additional Compensation.

TASK 4.0: NASSCO CERTIFIED REVIEWS OF FIELD INSPECTIONS

4.1. DVS Review: The CONSULTANT, using NASSCO certified reviewers, shall review all pipeline DVS inspections. Each inspection shall be reviewed to ensure that adequate information has been collected, defects are coded correctly, and to evaluate the existing condition of the pipeline.

4.2. Prepare Defect Logs: The CONSULTANT shall prepare defect logs during the DVS review to identify and record the defects identified. Field inspection and defect logs shall be included in the appendix of the Yearly Report.

4.3. Preliminary Pipeline Condition Assessment: Based on the identified defects, the pipe condition shall be assessed using most severe defect and/or total defects. The condition grade of the sewer shall be prepared based on the following:

Pipeline Condition Rating

Rating	Condition	Condition Rating for Corrosion Severity	Implication
1	Excellent	Minor Defects	Failure unlikely in the foreseeable future
1	Good	Defects that have not begun to deteriorate	Pipe unlikely to fail for at least 20 years

Rating	Condition	Condition Rating for Corrosion Severity	Implication
2	Fair	Moderate defects that will continue to deteriorate	Pipe may fail in 10 to 20 years
3,4	Poor	Severe defects that will become Grade 5 defects within the foreseeable future	Pipe will probably fail in 5 to 10 years
5	Poor	Defects requiring immediate attention	Pipe has failed or will likely fail within the next five years

4.4 Manhole Reviews: The CONSULTANT, using a NASSCO-MACP certified reviewer, shall field inspect each manhole and review the DVS video file for each manhole inspected. Each DVS inspection shall be reviewed to ensure that adequate information has been collected to evaluate the existing condition of the manhole. At the request of the CITY, special care shall be taken to document both the location and the condition of all manholes constructed of brick and mortar.

4.5 Pipe Invert Elevations at Manholes: The invert elevations of pipelines entering and exiting manholes will be determined and recorded based on reviewing the DVS files and the surveyed elevations at the top of the manhole.

4.6 Prepare Manhole Defect Logs: The CONSULTANT shall prepare defect logs based on picture and data review to identify and record the defects identified. Defect logs shall be presented in a table format in the Yearly Report. This table shall summarize the findings of the field inspection, DVS inspection review and defect logs. Field and DVS inspection data and defect logs shall also be included in the Yearly Report Appendix.

4.7 Preliminary Manhole Condition Assessment: Based on the identified defects, each manholes condition shall be assessed using most severe defect and/or total defects. The condition grade of each manhole will be based on the following:

Manhole Rehabilitation Priority Rating

Manhole Condition	Rehabilitation Priority Rating	Recommended Action
Good	1	Re-Assess in 5 – 10 Years
Fair	2	Re-Assess in 3 – 5 Years
Poor	3	Rehabilitate in 0 – 5 years
Poor	4	Rehabilitate in 0 – 3 years
Poor	5	Rehabilitate in 0 – 1 years

TASK 5.0: GIS MAPPING SERVICES

CONSULTANT shall prepare mapping in GIS to facilitate the surveying, inspection services and to present the data collected and determined. In general, this task will include the following work:

5.1. Preliminary Mapping: CONSULTANT will prepare preliminary mapping from GIS provided by the CITY incorporating aerial imaging with word files, street shape-files, and other shape-files provided by the CITY for manholes, pipelines, etc. A preliminary map book will be prepared to help surveyors to identify and GPS survey structures in the field.

CONSULTANT will prepare updated mapping after the GPS survey data is collected and reviewed by a Certified Land Surveyor. An Inspection Map Book will be created with updated lengths and positions of the structures. The manholes will be adjusted to the center of manhole coordinates determined from survey and/or calculations from survey. Note center of manhole is different than the center of manhole lid previously used in GIS mapping. This Inspection Map Book is used by inspectors during DVS inspections and can verify lengths are being recorded consistent with surveyed information.

5.2. Structural Grade Mapping: CONSULTANT will prepare structural grade maps. After the data is collected and reviewed, the PACP and MACP structural and operation and maintenance grading is filled into the geodatabase tables to provide the appropriate symbols on mapping to identify pipe and structure conditions. These maps will be part of the report after the analysis of each area to provide the CITY with a visual understanding of the condition of the system.

5.3. Rehabilitation Mapping: CONSULTANT will prepare rehabilitation maps to show pipelines and structures proposed for rehabilitation. The maps will be based on the assessment and cost analysis resulting in recommended rehabilitation projects.

5.4. GIS links: The prepared maps will be converted into pdf files and incorporated to be used as part of the data available as a hyperlink in GIS.

TASK 6.0: GIS GEODATABASE SERVICES

After or concurrent with delivery of the Final Yearly Report, CONSULTANT shall prepare and deliver to the CITY an updated GIS database for the portion of work completed that year. Said GIS update will modify the existing CITY's GIS database to match the actual field data obtained as part of the assessment work. The GIS database will include material type, diameters, GPS data for final segment lengths and manhole coordinates, elevations and information, and will link digital video files, photographic images, and inspection reports to corresponding pipe segments and manholes for easy access utilizing ArcMap and ArcInfo. In general, this task will include the following work:

6.1. Database Design Development: Preparation of a GIS database for use and eventual inclusion in the CITY's overall GIS Database. The CITY will provide the existing GIS database files necessary to complete this task.

6.2. Field Data Conversion and Integration: Develop acceptance criteria, standards, and attributes for field data. Convert the data collected by DVS inspection and field inspections for use in the new GIS data model including new attributes for invert elevations for pipelines. All data will go through a QA/QC process before being added to the GIS model.

6.3. Preparation of GIS Deliverables: Develop and integrate GIS attributes which correctly reference and display pipe segment and manhole conditions and defects. Perform dynamic segmentation and hyperlink digital videos, photographic images, and inspection reports to their respective pipe segments and manholes in the provided GIS database. The files and maps supporting hyperlinks will be user interactive. All deliverables will be in ESRI ArcGIS 10.0 format.

6.4. Final QA/QC and Delivery: Perform the final quality assurance and quality control reviews. Transfer finalized data, maps, videos, and pictures to an external hard drive in the format required by the CITY for inclusion into their GIS database.

TASK 7.0: FINAL CONDITION EVALUATION AND ASSESSMENT REPORT

7.1 Identify Rehabilitation Ratings: The CONSULTANT shall develop rehabilitation ratings for each sewer segment inspected. This rehabilitation rating shall account for the internal condition assessment, location, importance, and the seriousness of defects.

7.2 GIS Discrepancies: All materials, sizes, etc. found during the field inspections shall be compared to the CITY's GIS database and a table listing differences shall be included in the Yearly Report. The yearly GIS updates shall correct all such differences.

7.3 Rehabilitation Project Priority List: If the condition of the pipeline(s) mandates repair and/or maintenance, recommended rehabilitation projects will be suggested to the CITY as part of the Yearly Report with the following information:

- Said projects shall be grouped into logical construction projects.
- Recommended completion dates shall be provided based on anticipated remaining life.

- An initial effort to identify major construction issues that may be incurred during the rehabilitation/replacement process shall also be reviewed. This may include access, traffic control, bypass pumping, and other issues. The primary purpose in identifying these issues is to begin accounting for site-specific conditions as rough-order-of-magnitude cost estimates are developed.

- Preliminary cost estimates shall be developed for each rehabilitation/replacement project.

- Each project shall identify the benefits and limitations of various alternative methods for rehabilitation including conventional and trenchless methodologies. CONSULTANT shall preliminarily identify rehabilitation alternatives appropriate to each pipeline. This preliminary identification shall provide the basis for more detailed evaluation of alternatives during the detailed design phase.

It is anticipated that this task shall be performed in cooperation with CITY staff.

7.4 Yearly Report: The CONSULTANT shall prepare and submit one (1) copy of Draft Sections of the report as geographical areas or major pipeline reaches of the study are completed. These Draft Sections will present the condition assessment for its applicable area. The CITY will have up to 20 working days to review the report and provide comments.

The CONSULTANT shall prepare and submit one (1) copy of the Draft Yearly Report summarizing the results of the condition assessment study, including addressing comments from the Draft Report Sections and including the recommended rehabilitation projects, to the CITY by November 30th 2013. The Draft Report will not include the appendix. The CITY will have 10 working days to review the Draft Yearly Report and provide comments. CITY will return the copy of the Draft Yearly Report to CONSULTANT for updating.

CONSULTANT shall then prepare the Final Yearly Report incorporating comments from CITY reviews. One (1) hard copy and one (1) electronic pdf copy (bookmarked to the sections defined in the report) of the Final Yearly Report shall be delivered to the CITY within 30 working days after CONSULTANT receives all draft report comments and reviews.

TASK 8.0 ADDITIONAL SERVICES

8.1 Additional Services that may be provided under this Agreement are addressed in Exhibit E, Additional Compensation.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the submittals and deliverables for the Project, per Exhibit "A" (Scope of Services) and Exhibit "C" (Performance Schedule).

200.2 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

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

ARTICLE 301: SCHEDULE OF SERVICES

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Project Management: Kick off Meeting and Schedule	14	
Physical Inspection of Pipelines and Manholes	266	
NASSCO Certified Reviews of Field Inspections	280	
Final Condition Evaluation and Assessment Report	336	Includes 2 week City review period
GIS Services	336	Includes 2 week City review period

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$1,275,430.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

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

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$90,000.00	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

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

CLASSIFICATION	RATE	UNIT
Principal In Charge	$180.00	Per Hour
Project Manager	$150.00	Per Hour
Project Engineer	$100.00	Per Hour
Survey Crew	$250.00	Per Hour
GIS	$100.00	Per Hour
EIT	$80.00	Per Hour
Clerical	$60.00	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

The CONSULTANT shall provide any or all of the following, in accordance with Exhibit D and/or the unit rates as identified below. All Additional Compensation and services must be authorized in writing by the CITY:

8.1 Additional Pipeline Inspections and Evaluations: The CITY may request that the CONSULTANT conduct additional pipeline inspections and evaluations at locations agreed upon by both the CONSULTANT and the CITY. Additional Inspections and Evaluations will be conducted at a unit cost of $4.00 per lineal foot of additional pipeline unless special circumstances require additional fees.

8.2 Additional Manhole Inspections and Evaluations: Because this project may contain more manholes than have been estimated, the CITY may request CONSULTANT to inspect and evaluate additional manholes beyond those required in Exhibit A. CONSULTANT shall conduct additional manhole inspections and evaluations according to the same requirements and standards as defined in the basic contract. Additional manhole inspections and evaluations will be conducted at a unit cost of $400.00 per manhole unless special circumstances require additional fees. Manholes are limited to circular vertical shafts of 60 inches or less in diameter. See Vault Inspection and Evaluations for structural evaluations of non-circular manholes and for manholes greater in diameter than 60 inches.

8.3 Provide Access to Inaccessible Manholes: At the request of the CITY, CONSULTANT shall prepare an estimate, provide a contractor, and oversee work required to provide access to manholes which have been paved over, buried, or are otherwise inaccessible. As each location and situation may vary, payment will be according to the prepared estimate as agreed to by the CITY and CONSULTANT prior to work commencing.

8.4 Traffic Control, Bumper Trucks, and/or By-Pass Pumping: In general, the CONSULTANT shall attempt to access sewers from manholes requiring minimal traffic control and during low flow conditions. However, it is possible that certain critical large diameter pipelines, such as those closest to the treatment facility, may be running nearly full and will require by-pass pumping and major traffic control plans in order to complete a proper pipeline inspection.
It is also anticipated that certain busy streets and intersections may require traffic control and/or bumper trucks. In the event that major traffic control, bumper trucks, and/or bypass-pumping is needed, the CONSULTANT shall, with written approval by the CITY, prepare plans, specifications, provide a contractor, and obtain permits necessary to complete the physical inspection of the pipeline(s) and/or manhole(s). If requested by CITY, CONSULTANT is required to immediately begin emergency design and construction management for the rehabilitation of defects in the pipeline while the permits, traffic control, and by-pass pumping are in place. Such work will be a high

priority task and must be performed in the shortest time frame possible. All cost to perform this task shall be estimated by CONSULTANT for each situation encountered and shall be approved by CITY prior to commencing work.

8.5 Vault Inspections or Manned Entry Manhole Inspections and Evaluations: The CITY may request that certain additional vaults or concrete structures be inspected and evaluated. CONSULTANT shall provide CITY with a list of vaults to be inspected along with recommended procedures, testing, rehabilitation recommendation, and reporting. Some manholes may be determined to warrant additional investigation and manned entry. As each location and situation may vary, payment will be according to a prepared estimate as agreed to by the CITY and CONSULTANT prior to work commencing.

8.6 Heavy Debris Removal: It is anticipated that certain pipeline segments will require additional debris removal beyond the cleaning included in the basic services (i.e., require a more thorough and longer cleaning time because of cemented debris, large debris quantities, roots, or obstructions). While performing the initial debris removal and the closed circuit television video inspection, the CONSULTANT shall identify which pipe segments require additional cleaning and shall notify the CITY of such as well as the anticipated level of cleaning required. Additional cleaning will be performed on an hourly basis of cost plus 10%.

8.7 Additional Engineering or Surveying Services: The CITY may request that the CONSULTANT perform additional miscellaneous engineering or surveying services not defined in the subtasks above or in Exhibit A. These services include emergency design, inspection, construction management, major traffic control, bypass pumping design or coordination, and surveying for more accuracy than practical by means of global positioning system (GPS) survey of manholes and from digital video scanner (DVS) inspection to determine pipeline inverts. The CITY may request CONSULTANT to perform any engineering tasks for which it is qualified, which would enhance the work being performed at part of this contract, or which require immediate remediation due to consequences of failure. Cost for such work will be on a lump sum basis as agreed to between both parties.

8.8 Product Reviews and Standards: CONSULTANT has agreed to field phone calls and presentations, and review information sent from manufacturers soliciting products to the CITY if they pertain to the CITY sanitary sewer collection system. CONSULTANT shall check references and review products being solicited against CITY standards. A summary of the work performed may be included in the yearly reports or returned as a separate report as requested by CITY. As time to complete this work is unknown, the labor to perform this work shall be estimated by CONSULTANT prior to commencing work but will be paid based on agreed upon lump sum price for a specific task or on a time and material basis according to the rates set forth in Exhibit D.

8.9 Oral Presentation of Draft/Final Yearly Report: The CITY may request CONSULTANT to present (orally) the Draft or Final Yearly Report to CITY staff and/or others. If presentation occurs prior to the Final Yearly Report comments from the presentation shall be included in the Final Yearly Report. Details and cost for such work will be on a lump sum basis as agreed to between both parties.

501.2 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

501.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one (1.0)** times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

501.4 The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: **Tim Parks,** PE

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: **Alan Hawkins,** PE

601.1.2 RESPONSIBLE IN CHARGE PERSON: Don Davis, PE
List name of individual Architect, individual Engineer, or Contractor company name as licensed:

601.1.3 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: 8087
List Architect, Engineer, or Contractor license number:

END OF EXHIBIT "F"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name Project Engineering Consultants, Ltd	
Address 285 E Warm Springs Rd #108 Las Vegas NV 89119	
Telephone 702-360-1044	
EIN or DUNS 86- 0466210	

Block 2	**Description**
Subject Matter of Contract/Agreement:	
RFP #:	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Larry Maldonado/CEO	285 East Warm Springs Rd #108 Las Vegas NV 89119	702-360-1044
2.	Steve Mortensen/COO	285 East Warm Springs Rd #108 Las Vegas NV 89119	702-360-1044
3.	Joe South/Controller	285 East Warm Springs Rd #108 Las Vegas NV 89119	702-360-1044
4.	L Steven Miller/President	285 East Warm Springs Rd #108 Las Vegas NV 89119	702-360-1044
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

2-15-13
Date

Subscribed and sworn to before me this 15th day of February, 2013.

_____
Notary Public

OFFICIAL SEAL
MELANIE ERWIN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 23, 2016

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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2. Policy

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Block 1	**Contracting Entity**
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Address 285 E Warm Springs Rd #108 Las Vegas NV 89119	
Telephone 702-360-1044	
EIN or DUNS 86- 0466210	

Block 2	**Description**
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	**Type of Business**			
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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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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

2-15-13
Date

Subscribed and sworn to before me this 15th day of February, 2013.

_____
Notary Public

OFFICIAL SEAL
MELANIE ERWIN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 23, 2016

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to revise Purchase Order No. 300426, to accommodate additional funding for Agreement No. 100131-TF, Prime Design Services Agreement, Small Diameter Pipeline Assessment Program, 15-Year Cycle - Department of Public Works - Award recommended to: BROWN AND CALDWELL ($422,239 - Sanitation Enterprise Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $422,239
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On March 3, 2010 City Council approve award of Agreement No. 100131-TF in the estimated annual amount of $1,800,000. The additional $422,239 requested for this renewal period is to accommodate the additional footage required for this period (561,794 feet compared to 462,662 feet in the previous year) in order to complete this phase of the project. Brown and Caldwell is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Olivia Furlan - (702) 206-8066

RECOMMENDATION:
That City Council approve the revision of Purchase Order No. 300426, to accommodate additional funding for Agreement No. 100131-TF, Prime Design Services Agreement, Small Diameter Pipeline Assessment Program, 15-Year Cycle to Brown and Caldwell in the amount of $422,239, bringing the total estimated yearly amount to $2,222,239.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: SCOTT FULLER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a donation of ten Self Contained Breathing Apparatus (SCBA) units to the Clark County School District (CCSD) to use as a teaching tool at Bonanza High School in accordance with Nevada Revised Statute 268.028

Fiscal Impact

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

PURPOSE/BACKGROUND:
Las Vegas Fire and Rescue (LVFR) has received a request from Bonanza High School for the donation of ten (10) SCBA units. LVFR has recently updated their SCBA equipment in order to meet National Fire Protection Association (NFPA) requirements, and as a result of that update, there are currently in excess of 600 SCBA units that are non-compliant with NFPA requirements. The non-compliant SCBA's are being auctioned off in lots of 5 complete SCBA's for $200. Consequently, the total cost of the requested donation to Bonanza High School would have a potential value of $400. LVFR will take measures to ensure that the SCBA donated equipment is non-functioning and incapable for front line firefighting. The City Attorney's Office has advised LVFR that the City is authorized to make a donation to the Clark County School District pursuant to the Nevada Revised Statute 268.028, provided the City Council has determined that the SCBA's have reached the end of its useful life.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Donation request memo from Bonanza High School
2. Email from LVFR staff regarding donation

Memorandum

To: Chief Gary Suan

CC: Chief Robert Bell

From: Christopher Batterman

EMAIL: cbatterman@interact.ccsd.net

PHONE: 702-300-2593

Date: 3/12/2013

Re: Requesting donation of 10 Self Containing Breathing Apparatus

---

Chief Suan,
I am the lead instructor at the Bonanza High School Fire Science Academy and I was looking to possibly obtain a donation of 10 Self Containing Breathing Apparatus (SCBA). These SCBA's would be used as a hands on teaching tool for the Bonanza High School Fire Science Academy students. Each of the 4 classes have approximately 30 students and the students would take turns in donning and doffing these SCBA's as well as be used to help simulate the weight and feel of a firefighters breathing apparatus in class. The SCBA's would also help the students identify parts, functions, and maintenance of the breathing apparatus.

These SCBA's would only be used in class and walking around the classroom. They will not be taken off campus for any reason and not in any IDLH atmospheres nor in any life fire training. The SCBA's will be locked up securely each day in a separate locked room attached to the Bonanza High School Fire Science Academy main classroom.

If there is anything Bonanza High School or I can do to possibly obtain this donation please let us know.

Thank you again,

Christopher Batterman
Lead Instructor
Bonanza High School Fire Science Academy
6665 Del Ray Ave
Las Vegas, NV 89146

From: Gary P. Suan
Sent: Thursday, February 07, 2013 7:44 AM
To: Robert Bell - Fire and Rescue
Cc: Thomas A. Miramontes; Dan Dixon; cbatterman@interact.ccsd.net
Subject: SCBA donation to Bonanza High School

Chief Bell,
Bonanza High School Fire Science Academy Lead Instructor Christopher Batterman is requesting a donation of 10 Self Containing Breathing Apparatus (SCBA).

They are looking for SCBA's to be used as a teaching tool at Bonanza High School. The SCBA's will help demonstrate the weight and the awkwardness of a Firefighter's equipment while performing a Firefighter task. It will also help the students identify parts, functions, and maintenance of the breathing apparatus.

Las Vegas Fire and Rescue (LVFR) are currently in a position to give back to the community. The department has recently updated their SCBA equipment and has in excess for 600 non-complaint NFPA SCBA units. The non-compliant SCBA's are being auctioned off in lots of 5 complete SCBA for $200.00. The total cost of the donation to Bonanza High School will be $400.00.

Measures will be taken to ensure all equipment that is donated is non-functioning and incapable for front line firefighting.

Gary Suan
Fire Administration Battalion Chief
Las Vegas Fire & Rescue
633 No Mojave Road
Las Vegas, NV. 89101
Phone: 702-229-0732
Cell: 702-303-1153
Fax: 702-388-2504
gsuan@lasvegasnevada.gov

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve a Grant of Easement for Underground Electrical Service from the City of Las Vegas to Nevada Power Company d/b/a NV Energy located at 4551 East Bonanza Road, APN 140-32-101-005 - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Grant of Easement allows NV Energy access to the site for electrical systems needs for Fire Station 108 that is to be constructed.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Grant of Easement

APN: 140-32-101-005

WHEN RECORDED MAIL TO:

Property Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT
FOR UNDERGROUND ELECTRICAL SERVICE

City of Las Vegas, a municipal corporation and a political subdivision of the State of Nevada, ("**Grantor**") for One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove underground electric service cables, a junction box and appurtenances related to electric service ("**Utility Facilities**") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and

4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area for the underground electric service cables as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused to obstructions or materials being removed, cleared, cut or trimmed when Grantee exercises its rights under numbered paragraph 4 above. Nor does this paragraph apply to, and Grantee is not responsible for, any damages proximately caused by Grantor's negligent or intentional actions or omissions, including but not limited to Grantor's failure to comply with the National Electrical Safety Code, Occupational Safety and Health Administration requirements and chapter 455 of the Nevada Revised Statutes.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to,

drainage, trees, bridges, and signage. Grantee's consent will not be unreasonably withheld. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. However, if Grantor is a government entity, it is not required to sign that use agreement and Grantee will document its consent by issuing a government authorization letter. Grantor retains, for its benefit, the right to maintain and use the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

If Grantee determines that the Easement Area is no longer needed for its electrical systems, this easement shall terminate after Grantor requests and Grantee executes and records a written relinquishment of the easement.

GRANTOR:
CITY OF LAS VEGAS

_____
By: Carolyn G. Goodman
Title: Mayor

Approved as to Form:

John S. Ridilla 2/12/13
John S. Ridilla
Deputy City Attorney

ATTEST:

_____
Beverly K. Bridges, MMC
City Clerk

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by **Carolyn G. Goodman** as **MAYOR** of the **CITY OF LAS VEGAS**.

_____
Notary Public in and for said County and State.

My commission expires: _____

APN: 140-32-101-005
RW: #0405-2012mg
Project ID: #192876
Project Name: Firestation 108
Reference Document: 20090226:06453
GOE_METER

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by **Beverly K. Bridges** as **CITY CLERK** of the **CITY OF LAS VEGAS**.

_____
Notary Public in and for said County and State.

My commission expires: _____

APN: 140-32-101-005
RW: #0405-2012mg
Project ID: #192876
Project Name: Firestation 108
Reference Document: 20090226:06453
GOE_METER

Exhibit A

The above referred to parcel of land, situate in the City of Las Vegas, State of Nevada, is that portion of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 32, Township 20 South, Range 62 East, M.D.M., Clark County, Nevada, described as follows:

That portion of Lot Two (2) as shown on map thereof on file in File 61 of Plat Maps, Page 50 recorded July 19, 1989 in Book 890719 as Instrument No. 00619, in the Office of the County Recorder of Clark County, Nevada, described as Lot Two in that certain "Grant, Bargain and Sale Deed" recorded February 26, 2009 in Book 20090226, as Instrument No. 06453, Official Records, Clark County, Nevada.

Notwithstanding the foregoing, with respect to the Utility Facilities, the Easement Area shall be reduced to an area six (6) feet in width, being three (3) feet on each side of the centerline of the Utility Facilities.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an agreement with Help of Southern Nevada to implement the Immediate Needs Assistance Program (INAP) that allocates $650,000 (RDA 9% Set-Aside funds) for homeless prevention and rapid re-housing services - All Wards

Fiscal Impact

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

Amount: $650,000
Funding Source: RDA 9% Set-Aside
Dept./Division: Economic & Urban Development

PURPOSE/BACKGROUND:
Following the conclusion of the Homeless Prevention and Rapid Re-housing (HPRP) program in June 2012, the City developed the Immediate Needs Assistance Program (INAP) program to provide assistance to individuals who have experienced a crisis and prevent homelessness. On October 17, 2012, the City Council approved allocating the Immediate Needs Assistance Program (INAP) funding to Catholic Charities, in order to provide homeless prevention services. Subsequently, Catholic Charities determined they could not fulfill the requirements set forth in the agreement. Therefore, Help of Southern Nevada also responded to the initial Request for Proposal and has agreed to the conditions of the agreement to implement the INAP for the amount of $650,000.

RECOMMENDATION:
Staff recommends approval of the agreement and $650,000 RDA funding allocation and authorizes of the Mayor to execute any and all related agreements and documents required for the programs following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve a Package License for a Change of Ownership, FROM: Smith's Food & Drug Centers Inc, TO: Dolgen Midwest LLC dba Dollar General #13455, 1631 West Lake Mead Boulevard, DG Strategic I, LLC, Mmbr 100%, William C Bass, CEO, Robert Paul Mathews, District Mgr, Christine L. Connolly, Secy, John Feray, CFO, Maurice Laliberte, VP, Robert Stephenson, Asst 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 Package License for a Change of Ownership. Previous business name and location was Smith's Food & Drug Center #373 at 9200 West Sahara Avenue.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. All beer and wine coolers shall remain in the original manufacturer's configuration intended for off-sale resale.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve an Extension of a Temporary Package License for a Change of Ownership, FROM: Nia Nevada, Inc., TO: BEAFREE 2 LLC dba House of Vino, 8053 North Durango Drive, Suite 160, Basma Abusharif, Mgr 100%, Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Package License for a Change of Ownership.

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

1. The hours of operation shall be from 5:00 am to 12:00 am Friday and Saturday.
2. The floor area used for alcohol sales shall be limited to a maximum of 8.5% of the total floor area.
3. The sale of individual containers of any size beer or wine coolers is prohibited. All such products shall remain in their original configuration as shipped by the manufacturer. Further, no repackaging of containers into groups of smaller than the original shipping container size shall be permitted.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve a Beer/Wine/Cooler On-Sale License for a Change of Ownership subject to the provision of the Planning and Fire codes, FROM: Jay Po Inc, TO: Cow 2, LLC dba New Grand China, 8450 Farm Road, Suite 150, Yong Yi He, Mgr 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 Beer/Wine/Cooler On-Sale License for a Change of Ownership subject to the provisions of the Planning and Fire codes.

RECOMMENDATION:
Recommend approval subject to the provisions of the Planning and Fire codes and the following condition:

1. One year administrative review.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, K & C Ventures LLC dba Rachel's Kitchen Ogden, 150 North Las Vegas Boulevard, Suite 160, Caron Richardson, Managing Mmbr 24%, Kathy Wilson, Managing Mmbr 76%, 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 Beer/Wine/Cooler On-Sale License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:

For possible action to approve a Restricted Gaming License subject to provisions of the Planning and Fire codes and confirmation of approval by the Nevada Gaming Commission, Gill Enterprises, Inc dba 7 Eleven Store 26994B, 903 Pecos Road, Harvinder S. Gill, Pres 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 5 Slots subject to provisions of the Planning and Fire codes and confirmation of approval by the Nevada Gaming Commission.

RECOMMENDATION:

Recommend approval subject to 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.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Hayat Inc dba Hayat Market, 2558 South Valley View Boulevard, Klodia Alkassyonan, Pres, Secy, Treas, Dir 100%, Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 15 Slots subject to confirmation of approval by the Nevada Gaming Commission.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at 7 Eleven Store 29645E, 529 North Rancho Drive, Robert Woodson, Vice Pres - 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 Restricted Gaming License for 4 slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:

For possible action to approve Interlocal Agreement No. 114483 between the City of Las Vegas and the Las Vegas Valley Water District to cover the water commitment expenses associated with the installation of two new water meters required for irrigation at the Garside Pool Facility project, 300 South Torrey Pines Drive, meters will be located on the west side of Torrey Pines Drive, north of Celeste Street - ($1,428 - Parks & Leisure Activities Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,428
Funding Source: Parks & Leisure Activities CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before the Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed and the required fees paid.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement No. 114483

INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
GARSIDE POOL FACILITY

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

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

WHEREAS, the CITY is engaged in the redevelopment of real property generally located on the west side of Torrey Pines Drive, north of Celeste Street, and further referenced as Clark County Assessor's Parcel Number 138-35-101-003, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the redevelopment of the real property as a recreational facility and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a recreational facility, located on the west side of Torrey Pines Drive, north of Celeste Street. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

GARSIDE POOL FACILITY
Utility Plan

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

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

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

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

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

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

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

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

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

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

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto,and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the parties to create any right in or benefit to parties other than the District and the CITY. This Agreement does not create any third party beneficiary rights or causes of action

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

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

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 20_____.

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 2/26/13
Deputy City Attorney (date)

ATTEST:

BEVERLY K. BRIDGES, MMC, City Clerk

CITY OF LAS VEGAS

BY: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

BY: _____
MARY BETH SCOW, President
Board of Directors

APPROVED:

GREGORY J. WALCH, General Counsel

THIS DOCUMENT AND ASSIGNMENT PAYMENT OF THIS FEE(S) AND ANY ... OBTAINED FROM THE DISTRICT THROUGH THE PROCESS DESCRIBED IN THE ... DOES NOT GUARANTEE APPROVAL OF THE ... A COMMITMENT TO ... WATER SERVICE

AGREEMENT NO. 114483 SERVICE POINT #
BY: Linda P. 1/30/2013
CHECKED BY:
JOB ORDER # F/A# DATE

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

Project Name: CLV - GARSIDE POOL FACILITY

Service Location(s): Torrey Pines Drive - 300 Block

Service Address: 300 S. Torrey Pines Drive

Developer: City of Las Vegas (3)

Social Security or Tax I.D. No.: 88-6000198

Billing Address: 495 S. Main Street

Las Vegas, NV 89101-6318

Telephone No. ( ) 229-2091

Property Owner: Clark County School District

FEES, CHARGES AND DEPOSITS

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

METERS ONLY (25700)

2	STD	2	"@ $ 300 / ea.	$	600.
			"@ $ / ea.	$	
			"@ $ / ea.	$	

AUTOMATED METER READING DEVICE (AMR) (27301 R-7723)
2 @ $ 104. / ea. $ 208.

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

BACKFLOW PREVENTION (27301) (BY PRIVATE CONTRACTOR)
2 2 " TYPE: RPPA $ -0-
" TYPE: $

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

FACILITIES CONNECTION CHARGE (27312)

2	STD	2	"@ $ 11,520 / ea.	$	23,040.
			"@ $ / ea.	$	*(23,040.)
			"@ $ / ea.	$	

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

OVERSIZING CHARGE (27313)

2	STD	2	"@ $ 2,000 / ea.	$	4,000.
			"@ $ / ea.	$	*(3,750.)
			"@ $ / ea.	$	

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

INSPECTION FEE (41301)

2	STD	2	"@ $ 185 / ea.	$	370.
			"@ $ / ea.	$	
			"@ $ / ea.	$	

OTHER CHARGES / CREDITS:
$
SUBTOTAL: $ 1,428.

REGIONAL CONNECTION CHARGE (30601) ADD ONE:
BY 02/11/2014 $ 128,520. *(128,520.)
BY $
BY $

TOTAL: $ 1,428.00

ACKNOWLEDGEMENT

Developer and Property Owner understand and agree:

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

Developer:
X
Signature
X
Print or Type Name and Title

Property Owner:
X
Signature
X
Print or Type Name and Title

General Comments:
APN: 138-35-101-003

* Credits for Service Removal

OFFICE USE

Fees Paid By:
Customer Will Stake By: M/R #
Cross Street: N/O Celeste Street
Cross Street:
Side of Street: West P.Z.: 2538 H
Q.S.: 138-35-NW Land Use: 14-410
Main Size / Type / Loc / DWG
Service Removal Requested For:
Service No. 50552 Meter Size: 3"
Service No. Meter Size:
Service No. Meter Size:
STATUS COMMENTS:

***FRONTAGE CONNECTION CHARGE DISTRIBUTION**

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

CASHIER'S VALIDATION

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

LVVWD Form # 01109 (Rev. 12/07)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
ADMINISTRATIVE:

Report on status of the City's Life Cycle Infrastructure Asset Management and Maintenance costs for roadways, storm drains, sanitary sewers, buildings, parks and fleet - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This report provides the Mayor, City Council, and the citizens the status of asset infrastructure management and maintenance costs.

RECOMMENDATION:
Report only; no action required

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
ADMINISTRATIVE:

Report regarding the status of education in Clark County and in the City of Las Vegas, presented by Pat Skorkowsky, Deputy Superintendent, Clark County School District - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clark County School District is the fifth largest school district in the United States. More than 90,000 students of the more than 311,000 total students in Clark County, live in the City of Las Vegas. Pat Skorkowsky of the Clark County School District will report on the state of education in the State, County and City including the challenges and opportunities impacting the education of children in Las Vegas.

RECOMMENDATION:
Report only, no action required

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
Discussion for possible action regarding the Interlocal lease agreement and Contract for Employee Training and Economic and Community Development Services between the City of Las Vegas (City) and the College of Southern Nevada (CSN), which will allow CSN to lease 9,800 square feet of space on the third floor of City Hall and have access to City Hall Training rooms in exchange for economic development, organizational development and downtown community development services for all Las Vegas Valley residents - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
College of Southern Nevada (CSN) has proposed to lease space from the City of Las Vegas and to pay for all associated maintenance, utility, furniture and security costs. The proposed agreement allows CSN's Division of Workforce and Economic Development (DWED) to occupy 9,800 square feet of space on the third floor of City Hall and to access City Hall training rooms. College of Southern Nevada's Division of Workforce and Economic Development will be providing economic development, employee development and downtown community development services to the City. College of Southern Nevada will also provide academic and enrichment classes to residents of Las Vegas at Las Vegas City Hall.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract for the Lease of Property at Las Vegas City Hall - City of Las Vegas and College of Southern Nevada
2. Contract for Employee Training and Economic and Community Development Services

INTERLOCAL CONTRACT FOR THE LEASE OF PROPERTY AT LAS VEGAS CITY HALL – CITY OF LAS VEGAS AND COLLEGE OF SOUTHERN NEVADA

THIS INTERLOCAL CONTRACT ("Lease") is made and entered into this _____ day of _____, 2013, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada (hereinafter referred to as "Lessor"), and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the COLLEGE OF SOUTHERN NEVADA, DIVISION OF WORKFORCE AND ECONOMIC DEVELOPMENT (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located on certain real property commonly known as the Las Vegas City Hall ("City Hall"), located at 495 S. Main Street, Las Vegas, Nevada 89101; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain property located on the third floor of City Hall, which is more specifically described on Exhibit "A" ("Third Floor Premises"), for the purpose of providing office and training space to the Lessee; and

WHEREAS, Lessor desires to lease to Lessee on a non-exclusive basis, and Lessee desires to lease from Lessor on a non-exclusive basis, certain property located on the first floor of City Hall, which are training rooms and are more specifically described on Exhibit "B" ("Training Rooms"), (and jointly hereafter the "Premises" unless otherwise specified), for the purpose of providing shared training space to the Lessee; and

WHEREAS, Lessor desires to provide needed educational and training services to its employees and to the residents and employees working in the area of downtown Las Vegas; and

WHEREAS, pursuant to NRS 277.180, the Lessor may enter into contracts with other public agencies for the performance of any government service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Lessee, by utilizing the Premises, will contribute to Lessor in its efforts to revitalize the central core of downtown Las Vegas; and

WHEREAS, Lessor has determined the lease of the Premises to Lessee for the purposes as herein set forth, will provide a substantial benefit to the inhabitants of the City of Las Vegas; and

WHEREAS, the Lessor agrees to lease the Premises and Lessee agrees to lease the Premises upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

1. **LEASE OF PREMISES.** Subject to the provisions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, (a) approximately 9,800 square feet of office space located on the third floor of City Hall, which is more specifically identified on Exhibit "A" (the "Third Floor Premises"); and (b) approximately 4,340 square feet of training room space located on the first floor of City Hall, which is more specifically identified on Exhibit "B" (the "Training Rooms"), which Training Rooms will be subject to the City's priority use and will be scheduled to accommodate multiple uses.

2. **TERM OF LEASE.** Unless earlier terminated in accordance with Section 43 hereof, this Lease shall be for a period of four (4) years beginning on the Commencement Date as defined in Section 3 (the "Term"). One hundred eighty (180) days prior to the end of the

Term, the parties shall meet to discuss the desirability of continuing the benefits of this lease relationship by entering into a new lease agreement.

3. **EFFECTIVE DATE AND COMMENCEMENT DATE.** This Lease shall be effective subsequent to the Las Vegas City Council approval and to both parties having fully executed this Lease. The parties agree that subsequent to the approvals by the respective governing authority of each party, the Effective Date will be the date that this Lease was approved by the Las Vegas City Council. The Commencement Date of the Lease is the date which Lessee initially leases and occupies the Premises. The parties agree to memorialize the Commencement Date in writing by a memorandum to this Lease executed by Lessor and Lessee.

4. **RENT.** Commencing on the Commencement Date, Lessee agrees to pay Five Thousand Dollars ($5,000) per month as Rent to Lessor at such place as Lessor may designate in writing without prior demand and without any deduction or set-off whatsoever, except as provided herein. The parties acknowledge and agree that the Rent shall cover the Lessee's share of utility costs, janitorial services, use of commons areas, security personnel during Lessor's normal business hours, parking as more particularly described herein, and other services which the Lessor generally provides, except for those additional services as specifically set forth in this Lease. The Rent shall be due and payable on the first (1st) day of each calendar month in advance throughout the Lease term and any renewal period. In consultation with the Lessee, the Lessor will annually re-evaluate the amount of Rent to determine whether any modification in Rent amount is necessary. The parties agree that under no circumstances shall any increase in the amount of Rent be more than five percent (5%) annually on the each anniversary date of this Lease.

5. **UTILITIES.**

The utility costs outlined in paragraph 4 above, shall include Lessee's use of all water, sewer, electricity, light, heat and gas utilities/products, solid waste disposal and information technology trunk and network access costs (collectively "Utilities") at the Premises. Lessee shall be responsible for all of its own costs of telephone and/or other telecommunication services at the Premises. Lessee shall at its own cost and expense, obtain, maintain and use photocopiers and fax machine for its own use. Lessee acknowledges that the Premises are designed to provide standard use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants at City Hall.

6. **REPAIRS AND MAINTENANCE.**

A. **Lessor's Obligations.** Lessor shall keep the Premises, interior and exterior walls, roof and common areas and the building equipment whether used exclusively for the Premises or in common with the other premises, in good condition and repair; provided, however, Lessor shall not be obligated to paint, repair or replace wall coverings or to repair or replace any improvements that are not ordinarily a part of the Premises.

B. **Lessee's Obligations.**

(1) Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee for the Premises to the extent such cost is attributable to causes beyond normal wear and tear. Lessee shall be responsible for the cost of

painting, repairing or replacing wall coverings, and to repair or replace any improvements that are not ordinarily a part of the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs, the cost of which is otherwise Lessee's responsibility hereunder.

(2) On the last day of the Term hereof, or earlier termination, Lessee shall surrender the Premises to Lessor in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance or use practices by Lessee. Lessee shall repair any damage to the Third Floor Premises occasioned by the installation or removal of Lessee's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Lease, Lessee shall leave the HVAC, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing in the Third Floor Premises in good operating condition, ordinary wear and tear expected.

7. **USE OF PREMISES.** Lessee agrees to use the Premises as office and classroom space for the College of Southern Nevada, Division of Workforce and Economic Development. Lessee shall not use or permit the Premises to be used for any other purpose, except with the prior written consent of Lessor.

8. **COMMON AREAS – REVOCABLE LICENSE.** The Lessee will have use privileges for the "Common Areas" under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, Lessor shall not be subject to any liability nor shall Lessee be entitled to any compensation or diminution or abatement of Rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction.

All common areas and other facilities in or about City Hall shall be subject to the exclusive control and management of Lessor. The term "Common Areas" consist of the Café, restrooms, lobby, plaza, and elevators. Priority use of a specific Common Area shall first be given to the Lessor, followed by Lessee and outside third parties. If more than one tenant, as the case may be, wishes to use a specific Common Area, priority shall be based on tenants' leasable area per their Lease Agreement. Lessee shall be responsible for all costs incurred for special events, including but not limited to, additional security, ancillary fees, and special event permits. Lessor shall operate and maintain the Common Areas in such manner as Lessor in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the Common Areas in order that the same may occur in a proper and orderly fashion.

9. **SECURITY.** Lessee agrees to provide reasonable advance notice to Lessor of Lessee's days and hours of operation outside of the normal business operating period (Monday – Thursday, 7am – 5:30 pm) when at least one security officer is present at the Las Vegas City Hall so that adequate security arrangements can be arranged. In the event that additional security beyond what Lessor routinely provides is required outside of the normal business operating hours of Lessor because of the Lessee's use of the Premises, Lessee agrees to pay an hourly fee for such security services based on the current rate for Lessor's security personnel. Lessor shall invoice Lessee for its pro-rata share, as applicable, of the additional security personnel beyond what Lessor routinely provides and which is retained for the Lessee. Any security invoice submitted to Lessee shall be paid to Lessor within thirty (30) days of receipt. In addition to providing the aforementioned security personnel, Lessee agrees to provide a

representative to staff the information desk in the City Hall lobby. The staff representative could either be additional security personnel or a representative from Lessee.

10. **IMPROVEMENTS TO THE PREMISES.**

A. **Furniture and Fixtures.** Lessor agrees that if requested by Lessee to provide and install certain furniture and fixtures to the Premises as outlined more specifically listed in Ex. C. The City is using its current vendor to obtain the furniture and install the fixtures. Upon completion of the installation of the furniture and fixtures to the Premises, the Lessor shall provide an invoice of the Lessor's itemized costs from its vendor of the furniture and fixtures including installation costs, which invoice shall not include any mark-up by Lessor. Lessee shall pay the invoice for the furniture and fixtures within thirty (30) days of receipt. Should the Lessee not request the Lessor to provide furniture and fixtures, the Lessee will be responsible for obtaining and installing at its own expense. Lessee agrees to provide written notice to the Lessor that it will not request the furniture and fixtures no later than the date that this Agreement is approved by the Las Vegas City Council.

B. **Technology Improvements.** Lessor agrees to provide rack space in Lessor's main distribution frame (MDF) and intermediation distribution frame (IDF) rooms, which are located in the basement and third floor respectively, for necessary networking equipment, which Lessor will use to provide network service to Lessee's employees in the Premises. The Lessor will allocate the use of otherwise unused fiber optic strand(s) for use by Lessee, at no additional cost, which may be used by Lessee for the Term. The fiber will return to the use and sole possession of the Lessor upon termination of this Lease.

Lessee acknowledges and accepts that the Lessee will not have open physical access to the MDF/IDF rooms. Lessor does not guarantee any service or access to the

MDF/IDF rooms, although Lessor agrees to accommodate reasonable requests for access in a reasonable, timely manner. Lessee assumes all responsibility for Lessee's equipment in the Lessor's MDF/IDF rooms, and assumes responsibility for the care and maintenance of the fiber optics and other Lessor technology assets/resources allocated for use by Lessee if Lessee's use of such use can be specifically determined to be a reason for the care and maintenance of the fiber optics. Lessee agrees to assume the cost of providing internet and external network activity into City Hall for use by Lessee on their Third Floor Premises.

Lessor will provide access to computers and associated network connectivity in the classrooms located in the Training Rooms. Lessee agrees to provide software images and/or licenses to run on these computers for Lessee's training efforts as appropriate. Lessor agrees the software images and/or licenses will solely be used by Lessee and its employees, affiliates and students. Lessee agrees to maintain the Lessor's minimum standard with regard to software and software updates for security.

11. **CONDITION OF THE PREMISES.** The Premises are leased to Lessee on an "as-is, where is" basis including any existing cubicles, desks, furniture fixtures and equipment, with the exception of the Furniture & Fixtures listed in Ex. C for which Lessee shall have full warranty rights against the vendor thereof. Lessor makes no other representation or warranty, express or implied, of any kind concerning the Premises and shall have no obligation to construct or provide any improvements other than those that exist at the Commencement Date, unless Lessor and Lessee agree in writing to do so otherwise. Lessee acknowledges and agrees that it is leasing the Premises based solely upon Lessee's inspection and investigation of the Premises and all documents related thereto, or its opportunity to do so, and except for Lessor's covenants, representations and warranties otherwise expressly set forth in this Lease.

12. **USE OF PARKING AND OTHER AREAS.** During the term of this Lease, Lessee shall have the non-exclusive use of the non-reserved common Parking Garage, driveways and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the Parking Garage or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of the license numbers for the cars owned by Lessee, its agents and employees that routinely park in the Parking Garage as best it can. Lessor agrees to provide twenty-five (25) parking access cards to Lessee for the use of the parking spaces in the Parking Garage on a first come first served basis at no cost. Any additional parking spaces shall be at the then current parking rate regularly charged at the Parking Garage by Lessor. The Lessee shall direct all other parking users, including its students, invitees and visitors to use the Parking Garage or other surrounding parking garages or spaces.

13. **LAWS, WASTE, NUISANCE.** Lessee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste on the Premises.

14. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the interior of the Third Floor Premises. No alterations, additions or improvements shall be authorized for the exterior of the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Third Floor Premises.

All alterations, additions or improvements that may be erected or installed in or on the interior of the Third Floor Premises shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

15. **MECHANIC'S LIENS.** Should any mechanic's or other lien be filed against the Premises by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Lessor.

Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any liens or other encumbrances are filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) business days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge of record by bond or otherwise as

provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

16. **NOTICE OF NON-RESPONSBILITY.** Lessor or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Lessor may deem proper for the protection of Lessor's interest in the Premises. Before commencement of any work which might result in any such lien, Lessee shall give to Lessor written notice of its intention to do so in sufficient time to enable Lessor to post such notices.

17. **SIGNAGE.** Lessee shall have the right to place, construct and maintain one or more signs identifying its name at the Premises. All signage shall conform to the design of signs at City Hall and shall be approved by Lessor prior to the sign's placement at the Premises and City Hall.

18. **CHANGES TO CITY HALL.** Lessor reserves the right at all times to exercise reasonable control over and from time to time make changes, alterations or additions to, the City Hall. Lessor shall endeavor to do so with a minimum of disruption to the Lessee's rights under this Lease.

19. **ACCESS TO PREMISES.**

A. Lessor shall have the right to enter onto the Premises for general janitorial maintenance and to place, maintain and repair utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the City Hall, and which are the Lessor's responsibility. Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective tenants, lessees, invitees, purchasers and mortgagees and to make such repairs, additions, alterations or

improvements as Lessor may deem desirable and provided Lessor shall not unreasonably interfere with Lessee's operation on the Premises. Lessor shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of Lessee in whole or in part, and Lessee shall have no claim for damage, provided Lessor shall perform the labor required during non-business hours of the Lessee unless there exists a state of emergency affecting the health and safety of those tenants and persons in other portions of City Hall that necessitate corrective action.

Lessor may enter the Premises at any time, without notice, in the event of an actual emergency. Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Lessee from the leased Premises or any portion thereof.

B. Designated representatives and employees of Lessee shall have access to the Premises through the Lessor's secured card reader access system. Lessee shall determine who shall have an access badge and shall immediately notify Lessor of any changes to the designated representatives or employees of Lessee. The students of Lessee who take classes during the evenings and Saturdays will be allowed access through the front first floor doors of City Hall by the Lessor's security personnel and these students will be required to sign in and out with security. Students of Lessee will be allowed access to the Café during the evenings and Saturdays when class is in session, however, the parties agree to monitor the Café access to students and evaluate the need for providing student access to the Café at the first anniversary of

the Commencement Date. If it is determined by the parties that student access to the Café is not needed, the parties will agree in writing to eliminate the Café from the Common Areas to be provided to Lessee.

20. **COMPLIANCE WITH THE LAW.**

A. The Lessee shall, with respect to any renovations or improvements in the Third Floor Premises, promptly execute and comply with all applicable statues, rules, orders, building codes, ordinances, requirements, and regulations of the city, county, state and federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules. Nothing herein contained shall be construed to restrict the Lessee from contesting the validity of any such regulation, rule or ordinance, provided the Lessee indemnifies the Lessor to its reasonable satisfaction against the consequences of noncompliance during the period of dispute.

B. Lessee shall comply with the policies and procedures of City public buildings as issued by Lessor, as amended from time to time (the "City Building Policies and Procedures"), and will cause its agents, employees, invitees and visitors to do so. Any changes to the city Building Policies and Procedures will be sent by Lessor to Lessee to the attention of the designated representative listed in the Notices provision in Section 41 of this Lease.

21. **INDEMNIFICATION.** To the extent limited by NRS Chapter 41, Lessee will be responsible for, and will indemnify, defend and hold the Lessor and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessee's liability provided by law that results from Lessee's use of the Premises and that is caused by the actions or non-actions of Lessee, or any employee, servant or agency of either.

To the extent limited by NRS Chapter 41, Lessor will be responsible for, and will indemnify, defend and hold the Lessee and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessor's liability provided by law that results from Lessor's ownership and/or use of the Premises and that is caused by the actions or non-actions of Lessor, or any employee, servant or agency of either.

22. **INSURANCE.** Lessee certifies that it is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039. For Industrial/Workers' Compensation claims, the College is permissibly self-insured pursuant to NRS 616A-616D and NRS 617.

23. **WAIVER OF SUBROGATION.** Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee each waives any right of subrogation that it might otherwise have against the other party.

24. **SURRENDER OF PREMISES.** Upon expiration of the Term or other authorized termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease, except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the

expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

25. **HOLDING OVER.** Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice.

26. **SALE OF PREMISES.** Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof.

27. **EMINENT DOMAIN.** In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property of the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking.

28. **DAMAGE OR DESTRUCTION.**

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in any common area of which it has notice.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor's option contained in subsection C of this Section.

C. If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Lessor may, at its option, within thirty (30) days after such damage or destruction, give Lessee written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage of destruction.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

29. **USE OF CITY SEAL AND LOGO.** Throughout the term of this Lease, Lessee is authorized to use the City seal and City logos on printed and electronic materials as it relates to the Lessee's use of Premises only. Any other uses which are not authorized by this Lease are prohibited unless Lessee obtains the prior written consent of Lessor.

30. **ASSIGNMENT AND SUBLETTING.** Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

31. **BREACH, DEFAULT AND REMEDIES.** If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or

comply with, the defaulting party shall have thirty (30) days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be fifteen (15) days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or re-enter and retake possession, with or without terminating the Lease. In the case of re-entry and retaking of possession, Lessor shall give Lessee a thirty (30) day notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative, and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

32. **NO PARTNERSHIP.** Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

33. **FORCE MAJEURE.** Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

34. **NO WAIVER.** Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor/Lessee unless such waiver is in writing.

35. **BROKER'S COMMISSIONS.** The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

36. **PROVISIONS BINDING.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns.

37. **NON-DISCRIMINATION.** Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all applicable federal laws and regulations that prohibit discrimination in connection with federally-funded programs.

38. **ENTIRE AGREEMENT.** This Lease, including any exhibits attached hereto, sets forth the entire agreement as to the lease of the Premises between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

39. **AMENDMENT OR MODIFICATION.** No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing.

40. **CAPTIONS AND SECTION NUMBERS.** The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe of describe the scope or intent of any section or paragraph.

41. **ATTORNEY'S FEES.** In the event Lessee/Lessor institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

42. **NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following address or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor:	City of Las Vegas 495 S. Main Street 7th Floor Las Vegas, Nevada 89101 Attention: City Manager
and to:	City of Las Vegas Attn: Real Estate Administrator 333 N. Rancho Drive, 8th Floor Las Vegas, Nevada 89101
If to the Lessee:	Executive Director College of Southern Nevada Division of Workforce & Economic Development 2409 Las Verdes Street Las Vegas, Nevada 89102-3880 Fax: (702) 651-4538

43. **TERMINATION.** This Lease may be canceled by either party for any reason by providing ninety (90) days written notification. Lessee shall vacate the premises within thirty (30) days of expiration of the contract.

. . .

. . .

. . .

. . .

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

CITY OF LAS VEGAS
"Lessor"

By:_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM:

_____ 3/11/13
Chief Deputy City Attorney Date

THE BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA:
"Lessee"

RECOMMENDED BY:

By: _____
Daniel Gouker, Executive Director, DWED

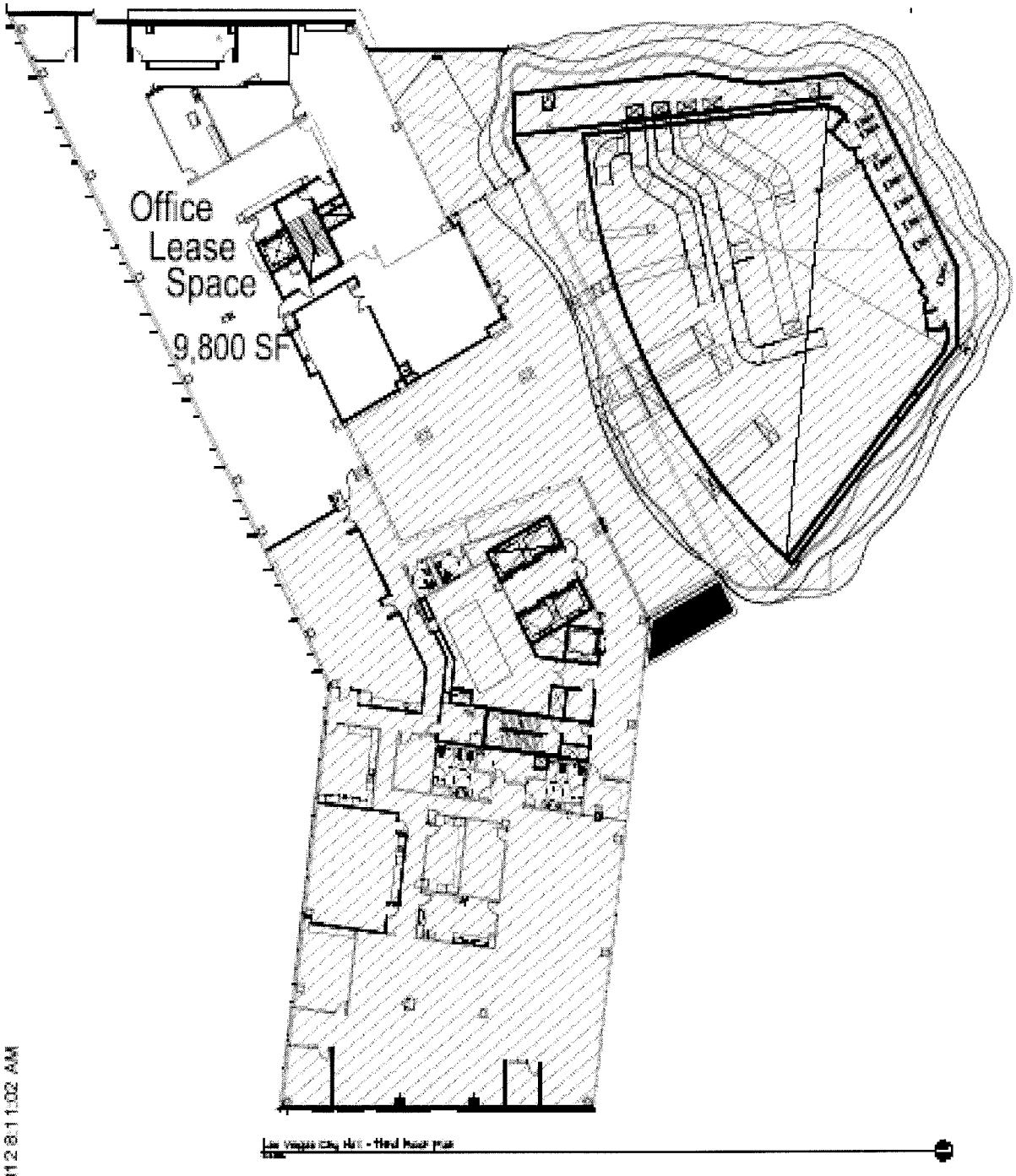
APPROVED BY:

By: _____
Patricia A. Charlton
Senior Vice President Finance & Administration

APPROVED AS TO FORM:

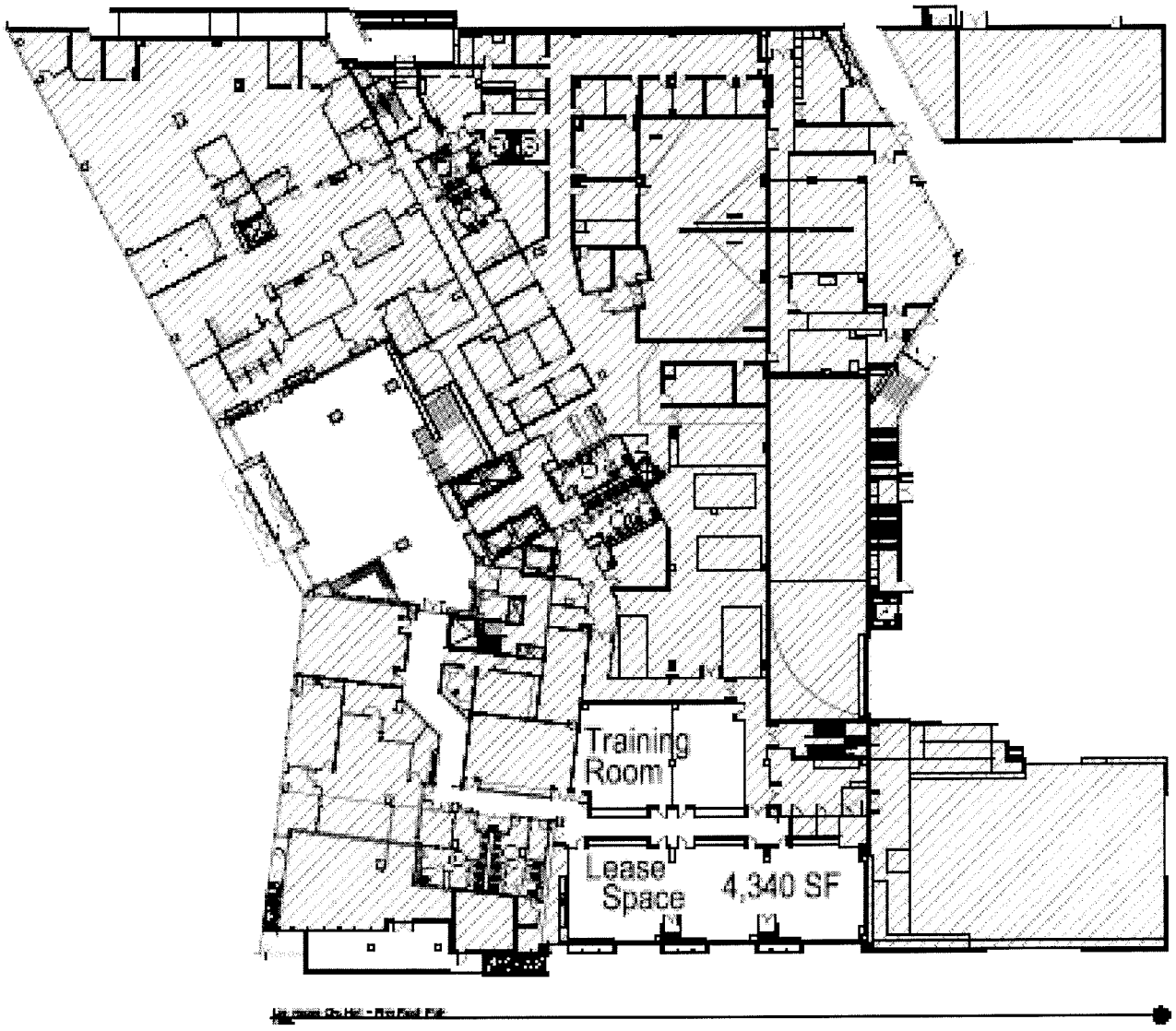
By: _____
General Counsel Date

Exhibit "A"
Third Floor Office Premises



11/13/2012 8:11:02 AM

Exhibit "B"
First Floor Training Room Premises



11/13/2012 8:08:23 AM

EXHIBIT C

facilitеQ
Architectural Interiors

CITY HALL CSN PRODUCT Takeoff 12:24:39 11-14-2012

Rec#	Mfg	Qty	Part Number / Tag 1 / Option	Part Description / Option Description	List$ / Cust$ / Tag 2	EXT List$ / Cust% / EXT Cust$
1	FAC	0	COMMENT	PLEASE MAKE PO OUT TO HAWORTH C/O FACILITEQ	0.00 0.00	0.00 -0. 00000 0.00
2	HAE	33	M231-1H41	MB H.E.,PNEU,HA,FLIPPER ARMS,HARD CSTRS,BACK LOCK,PLASTIC BASE	1163.00 383.79	38379.00 -67. 00000 12665.07
			(1) ,NI- 021 ,TR- 00F	STANDARD VERSION FABRIC SURFACE 1 CHR FAB - ZINGER,GRADE A TAR SURFACE 2 BLACK		
3	HAE	2	M600-2100-5	4-LEG STACKER,NO ARMS,POLY OUTER	559.00 184.47	1118.00 -67. 00000 368.94
			,7G- AYE ,TR- 00F	STANDARD VERSION CHR FAB - HAWORTH PLUS GRADE G HAWORTH + CARNEGIE ADRENALINE 104 SURFACE 2 BLACK		
4	HAE	10	M600-2110-5	4-LEG STACKER,ARMS,POLY OUTER	582.00 192.06	5820.00 -67. 00000 1920.60
			,7G- AYE ,TR- 00F	STANDARD VERSION CHR FAB - HAWORTH PLUS GRADE G HAWORTH + CARNEGIE ADRENALINE 104 SURFACE 2 BLACK		
5	HAE	8	MPRV-BARS	CHAIR-TO-CHAIR CONNECTING BAR	46.00 15.18	368.00 -67. 00000 121.44
			,TR- 00F	STANDARD VERSION SURFACE 1 BLACK		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$	Cust% EXT Cust$
					Tag 2	
6	HAE	3	MTR1-20-2	IMPROV,ROUND OCCASIONAL TABLE,20",LAMINATE,PVC	487.00	1461.00
						-67. 00000
				20" H,LAM/BNOSE PVC	160.71	482.13
			,0H-	LAMINATE		
			0KC	NEW AGE OAK		
			,TR-	SURFACE 2		
			00K	CHARCOAL		
			,TR-	SURFACE 3		
			00F	BLACK		
7	HAE	16	M600-2110	4-LEG STACKER,ARMS,POLY OUTER	385.00	6160.00
						-67. 00000
				STANDARD VERSION	127.05	2032.80
			,NQ-	CHR FAB - MOODRING,GRADE A		
			002	BLUE MOON		
			,TR-	SURFACE 2		
			00F	BLACK		
8	HAE	24	M600-2110	4-LEG STACKER,ARMS,POLY OUTER	385.00	9240.00
						-67. 00000
				STANDARD VERSION	127.05	3049.20
			,ME-	CHR FAB - DOTTIE GRADE A		
			00M	MORSE		
			,TR-	SURFACE 2		
			00F	BLACK		
9	HAK	4	45TC-3672-E4S0	450 TABLE,RECTANGLE,T BASE 36" X 72"	920.00	3680.00
						-62. 00000
				BLNS PVC,29"H,STAT,GLD	349.60	1398.40
			,0H-	LAMINATE		
			034	BEIGE		
			,TR-	SURFACE 2		
			00R	BEIGE		
			(2)	TRIM SURFACE 3		
			,TR-	SURFACE 3		
			00G	GRAY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$	Cust% EXT Cust$
					Tag 2	
10	HAW	12	BFM-1-B	Base Feed Module,Hardwire	188.00	2256.00
						-76. 00000
					45.12	541.44
11	HAW	1	E2MN-238-B	MONO PANEL,SQ TOP CAP,NO-POWER,24"W X 40"H	492.00	492.00
						-76. 00000
				POWER BASE	118.08	118.08
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
12	HAW	12	E2MN-262-B	MONO PANEL,SQ TOP CAP,NO-POWER,24"W X 64"H	530.00	6360.00
						-76. 00000
				POWER BASE	127.20	1526.40
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
13	HAW	8	E2MN-3062-B	MONO PANEL,SQ TOP CAP,NO-POWER,30"W X 64"H	601.00	4808.00
						-76. 00000
				POWER BASE	144.24	1153.92
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$	Cust% EXT Cust$
					Tag 2	
14	HAW	16	E2MN-4262-B	MONO PANEL,SQ TOP CAP,NO-POWER,42"W X 64"H	707.00	11312.00
						-76. 00000
				POWER BASE	169.68	2714.88
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
15	HAW	1	E2MN-462-B	MONO PANEL,SQ TOP CAP,NO-POWER,48"W X 64"H	742.00	742.00
						-76. 00000
				POWER BASE	178.08	178.08
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
16	HAW	11	E2MP-230-B	MONO PANEL,SQ TOP CAP,W/POWER,24"W X 32"H	613.00	6743.00
						-76. 00000
				POWER BASE	147.12	1618.32
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$	Cust% EXT Cust$
					Tag 2	
17	HAW	1	E2MP-238-B	MONO PANEL,SQ TOP CAP,W/POWER,24"W X 40"H	656.00	656.00
						-76. 00000
				POWER BASE	157.44	157.44
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
18	HAW	16	E2MP-262-B	MONO PANEL,SQ TOP CAP,W/POWER,24"W X 64"H	694.00	11104.00
						-76. 00000
				POWER BASE	166.56	2664.96
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
19	HAW	1	E2MP-3030-B	MONO PANEL,SQ TOP CAP,W/POWER,30"W X 32"H	682.00	682.00
						-76. 00000
				POWER BASE	163.68	163.68
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
20	HAW	1	SPLH-8497	Asy,Pnl,Ug2,O/F,30X30,P, Pb,Stdtrim	1124.00	1124.00
						-76. 00000
					269.76	269.76
			00G			
			,TR-			
			00G			

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
						Cust%
		Tag 1	Option	Option Description	Cust$	EXT Cust$
					Tag 2	
21	HAW	5	E2MP-330-B	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 32"H	706.00	3530.00
						-76. 00000
				POWER BASE	169.44	847.20
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
22	HAW	3	E2MP-338-B	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 40"H	739.00	2217.00
						-76. 00000
				POWER BASE	177.36	532.08
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
23	HAW	37	E2MP-362-B	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 64"H	820.00	30340.00
						-76. 00000
				POWER BASE	196.80	7281.60
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$ Tag 2	Cust% EXT Cust$
24	SPC	1	SPLF-8143	MONO PANEL,OPEN BOTTOM, SQ TOP CAP,W/POWER,36"W X 64"H	2731.00	2731.00
						-76. 00000
				POWER BASE	655.44	655.44
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
25	HAW	1	E2MP-4230-B	MONO PANEL,SQ TOP CAP,W/POWER,42"W X 32"H	761.00	761.00
						-76. 00000
				POWER BASE	182.64	182.64
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
26	HAW	15	E2MP-430-B	MONO PANEL,SQ TOP CAP,W/POWER,48"W X 32"H	792.00	11880.00
						-76. 00000
				POWER BASE	190.08	2851.20
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
27	SPC	6	SPLD-8375	OPEN FRAME PANEL,SQ TOP CAP,W/POWER,48"W X 32"H	1403.00	8418.00
						-76. 00000
				POWER BASE	336.72	2020.32
			,TR-	SURFACE 1		
			00G	GREY TONE		
			,TR-	SURFACE 2		
			00G	GREY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$ Tag 2	Cust% EXT Cust$
28	HAW	2	E2MP-438-B	MONO PANEL,SQ TOP CAP,W/POWER,48"W X 40"H	825.00	1650.00
						-76. 00000
				POWER BASE	198.00	396.00
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
29	HAW	32	E2MP-462-B	MONO PANEL,SQ TOP CAP,W/POWER,48"W X 64"H	906.00	28992.00
						-76. 00000
				POWER BASE	217.44	6958.08
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
30	HAW	20	E2MP-562-B	MONO PANEL,SQ TOP CAP,W/POWER,60"W X 64"H	1035.00	20700.00
						-76. 00000
				POWER BASE	248.40	4968.00
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,L6-	HIGHLANDS,GRADE A		
			0AP	PEAT		
			,TR-	SURFACE 3		
			00G	GREY TONE		
			,TR-	SURFACE 4		
			00G	GREY TONE		
31	HAW	14	PRCP-1148-B	PORTED RWAY CVR POWER,1 INFO OPENING ON ONE SIDE 48"	94.00	1316.00
						-76. 00000
				POWER BASE	22.56	315.84
			,TR-	SURFACE 1		
			00G	GREY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
						Cust%
		Tag 1	Option	Option Description	Cust$	EXT Cust$
					Tag 2	
32	HAW	8	PRCP-1160-B	PORTED RWAY CVR POWER,1 INFO OPENING ON ONE SIDE 60"	107.00	856.00
						-76. 00000
				POWER BASE	25.68	205.44
			,TR-	SURFACE 1		
			00G	GREY TONE		
33	HAW	4	PRCP-1260-B	PORTED RWAY CVR POWER,1 INFO OPENING ON EACH SIDE 60"	117.00	468.00
						-76. 00000
				POWER BASE	28.08	112.32
			,TR-	SURFACE 1		
			00G	GREY TONE		
34	HAW	7	E2PC-30-V	90DEG FINISH POST,PAINTED,32"H	85.00	595.00
						-76. 00000
				VARIABLE HEIGHT	20.40	142.80
			,TR-	SURFACE 1		
			00G	GREY TONE		
			,TR-	SURFACE 2		
			00G	GREY TONE		
			,TR-	SURFACE 3		
			00G	GREY TONE		
35	HAW	24	E2PC-62	90DEG FINISH POST,PAINTED,64"H	89.00	2136.00
						-76. 00000
				STANDARD VERSION	21.36	512.64
			,TR-	SURFACE 1		
			00G	GREY TONE		
			,TR-	SURFACE 2		
			00G	GREY TONE		
			,TR-	SURFACE 3		
			00G	GREY TONE		
36	HAW	4	E2PS-30-V1	180DEG FINISH POST,PAINTED,32"H	71.00	284.00
						-76. 00000
				VARIABLE HT (1-WAY CAP)	17.04	68.16
			,TR-	SURFACE 1		
			00G	GREY TONE		
			,TR-	SURFACE 2		
			00G	GREY TONE		
			,TR-	SURFACE 3		
			00G	GREY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
						Cust%
		Tag 1	Option	Option Description	Cust$	EXT Cust$
					Tag 2	
37	HAW	12	E2PS-62	180DEG FINISH POST,PAINTED,64"H	76.00	912.00
						-76. 00000
				FULL-HEIGHT	18.24	218.88
			,TR-	SURFACE 1		
			00G	GREY TONE		
			,TR-	SURFACE 2		
			00G	GREY TONE		
			,TR-	SURFACE 3		
			00G	GREY TONE		
38	HAW	8	FDRV-3	REG. FLIPPER DOOR,VIDENE 36"	460.00	3680.00
						-76. 00000
				HPL - UNIGROUP	110.40	883.20
			062	GRAY TONE		
			,TR-	SURFACE 2		
			00G	GRAY TONE		
			,TR-	SURFACE 3		
			00G	GRAY TONE		
39	HAW	4	FDRV-4	REG. FLIPPER DOOR,VIDENE 48"	494.00	1976.00
						-76. 00000
				HPL - UNIGROUP	118.56	474.24
			062	GRAY TONE		
			,TR-	SURFACE 2		
			00G	GRAY TONE		
			,TR-	SURFACE 3		
			00G	GRAY TONE		
40	HAW	8	HTB-3616	TACKBOARD 36" X 16"	211.00	1688.00
						-76. 00000
				FOR ACOUSTICAL PANEL	50.64	405.12
			,WS-	SYS FABRIC - SHIMMER GRADE B		
			007	WET GRASS		
41	HAW	4	HTB-4816	TACKBOARD 48" X 16"	232.00	928.00
						-76. 00000
				FOR ACOUSTICAL PANEL	55.68	222.72
			,WS-	SYS FABRIC - SHIMMER GRADE B		
			007	WET GRASS		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$ Tag 2	Cust% EXT Cust$
42	HAW	12	HTB-6016	TACKBOARD 60" X 16"	265.00	3180.00
						-76. 00000
				FOR ACOUSTICAL PANEL	63.60	763.20
			,WS-	SYS FABRIC - SHIMMER GRADE B		
			007	WET GRASS		
43	HAF	3	JBCS-0536	X SERIES,BOOKCASE,5X36	845.00	2535.00
						-67. 00000
				SURFACE 1	278.85	836.55
			00G	GRAY TONE		
44	HAF	8	LFRS-436-LD0F	4-HI LATERAL FILE,RADIUS CASE 36",1 LOCK	1801.00	14408.00
						-67. 00000
				LOCK,DRAWER,FTB HANGING BAR	594.33	4754.64
			,TR-	SURFACE 1		
			00G	GRAY TONE		
			,TR-	SURFACE 2		
			00G	GRAY TONE		
45	HAF	17	LFRS-536-LD0F	5-HI LATERAL FILE,RADIUS CASE 36",1 LOCK	2150.00	36550.00
						-67. 00000
	3A-3006			LOCK,DRAWER,FTB HANGING BAR	709.50	12061.50
			,TR-	SURFACE 1		
			00G	GRAY TONE		
			,TR-	SURFACE 2		
			00G	GRAY TONE		
46	HAW	25	CW-36	Counterweight,950 Series 36In. Lateral File	132.00	3300.00
						-67. 00000
					43.56	1089.00
47	HAF	12	LHRS-236-LDCH	CREDENZA,RADIUS CASE,36",1 LOCK	1154.00	13848.00
						-67. 00000
				LOCK,DRWR,CNTRWGHT,STS HNG	380.82	4569.84
			,TR-	BAR		
			00G	SURFACE 1		
			,TR-	GRAY TONE		
			00G	SURFACE 2		
				GRAY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
						Cust%
		Tag 1	Option	Option Description	Cust$	EXT Cust$
					Tag 2	
48	HAF	14	PDX-24-HLN	FIXED PEDESTAL DRAWER 24",1 LOCK	1017.00	14238.00
						-76. 00000
				6/6/12 W/LOCK	244.08	3417.12
			,TR-	SURFACE 1		
			00G	GRAY TONE		
49	HAF	2	PDX-24-JLN	FIXED PEDESTAL DRAWER 24",1 LOCK	854.00	1708.00
						-76. 00000
				12/12 W/LOCK	204.96	409.92
			,TR-	SURFACE 1		
			00G	GRAY TONE		
50	HAW	16	PRD-3-B	DUPLEX RECEPTACLES (BOX OF 6)	137.00	2192.00
						-76. 00000
				POWER BASE	32.88	526.08
			,TR-	SURFACE 1		
			00G	GRAY TONE		
51	HAW	8	SR-3	REGULAR SHELF 36"	237.00	1896.00
						-76. 00000
				VIDENE	56.88	455.04
			08L	GRAY TONE		
			,TR-	SURFACE 2		
			00G	GRAY TONE		
			,TR-	SURFACE 3		
			00G	GRAY TONE		
52	HAW	4	SR-4	REGULAR SHELF 48"	249.00	996.00
						-76. 00000
				VIDENE	59.76	239.04
			08L	GRAY TONE		
			,TR-	SURFACE 2		
			00G	GRAY TONE		
			,TR-	SURFACE 3		
			00G	GRAY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
						Cust%
		Tag 1	Option	Option Description	Cust$	EXT Cust$
					Tag 2	
53	HAW	12	SR-5	REGULAR SHELF 60"	275.00	3300.00
						-76. 00000
				VIDENE	66.00	792.00
			08L	GRAY TONE		
			,TR-	SURFACE 2		
			00G	GRAY TONE		
			,TR-	SURFACE 3		
			00G	GRAY TONE		
54	HAW	1	WURA-2430-LJSB	RECT WORKSURFACE 24D X 30W	229.00	229.00
						-76. 00000
				LAM,EDGBND,STD CORE,CRV WRWY	54.96	54.96
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		
55	HAW	27	WURA-2436-LJSB	RECT WORKSURFACE 24D X 36W	253.00	6831.00
						-76. 00000
				LAM,EDGBND,STD CORE,CRV WRWY	60.72	1639.44
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		
56	HAW	1	WURA-2442-LJSB	RECT WORKSURFACE 24D X 42W	278.00	278.00
						-76. 00000
				LAM,EDGBND,STD CORE,CRV WRWY	66.72	66.72
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		
57	HAW	31	WURA-2448-LJSB	RECT WORKSURFACE 24D X 48W	355.00	11005.00
						-76. 00000
				LAM,EDGBND,STD CORE,CRV WRWY	85.20	2641.20
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$ Tag 2	Cust% EXT Cust$
58	HAW	32	WURA-2460-LJSB	RECT WORKSURFACE 24D X 60W	408.00	13056.00
						-76. 00000
				LAM,EDGBND,STD CORE,CRV WRWY	97.92	3133.44
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		
59	HAW	24	WURA-2472-LJSB	RECT WORKSURFACE 24D X 72W	497.00	11928.00
						-76. 00000
				LAM,EDGBND,STD CORE,CRV WRWY	119.28	2862.72
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		
60	HAW	1	WURA-2478-LJSB	RECT WORKSURFACE 24D X 78W	521.00	521.00
						-76. 00000
				LAM,EDGBND,STD CORE,CRV WRWY	125.04	125.04
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		
61	HAW	2	WURA-2484-LJSB	RECT WORKSURFACE 24D X 84W	546.00	1092.00
						-76. 00000
				LAM,EDGBND,STD CORE,CRV WRWY	131.04	262.08
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		
62	HAW	2	WUTS-1236-LJSC	COUNTERTOP 12D X 36W	326.00	652.00
						-76. 00000
				LAM,EDGBND,STD CORE,NO WIREWAY	78.24	156.48
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$ Tag 2	Cust% EXT Cust$
63	HAW	2	WUTS-1248-LJSC	COUNTERTOP 12D X 48W	364.00	728.00
						-76. 00000
				LAM,EDGBND,STD CORE,NO WIREWAY	87.36	174.72
			,0H-	LAMINATE		
			034	BEIGE		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			034	BEIGE		
64	HAW	2	WT-60	WALL TRACK 60"	114.00	228.00
						-76. 00000
				SURFACE 1	27.36	54.72
			00G	GREY TONE		
65	HAW	4	Z2BT-0000-PNE	UniGroup Too Wood Countertop Bracket	31.00	124.00
						-76. 00000
				PAINTED,NON-HND,PANEL ATTACHED	7.44	29.76
			,TR-	SURFACE 1		
			00G	GREY TONE		
66	HAW	15	ZEBA-0000-PL	Bracket,Side,For Unigroup/Too/Places	16.00	240.00
						-76. 00000
					3.84	57.60
67	HAW	15	ZEBA-0000-PR	Bracket,Side,For Unigroup/Too/Places	16.00	240.00
						-76. 00000
					3.84	57.60
68	HAW	30	ZEBD-1600-PL	Cntlvr Brkt,Unigroup/Too/Places,Standard,16.5In. D	45.00	1350.00
						-76. 00000
					10.80	324.00

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$ Tag 2	Cust% EXT Cust$
69	HAW	55	ZEBD-1600-PP	Cntlvr Brkt,Unigroup/Too/Places,Standard,16.5In. D	83.00	4565.00
						-76. 00000
					19.92	1095.60
70	HAW	30	ZEBD-1600-PR	Cntlvr Brkt,Unigroup/Too/Places,Standard,16.5In. D	45.00	1350.00
						-76. 00000
					10.80	324.00
71	HAW	18	ZEFS-1200-LNEJ	SUPPORT PNL,WS,UNIGROUP/TOO/PLACES,12"D	266.00	4788.00
						-76. 00000
				LAM,NON-HND,PNL MNTD,LAM EDGB	63.84	1149.12
			,0H-062	LAMINATE GRAY TONE		
			,HP-062	LAMINATE/T-MOLD/EDGEBAND GRAYTONE		
72	HAW	45	ZEFS-2400-LNEJ	SUPPORT PNL,WS,UNIGROUP/TOO/PLACES,24"D	304.00	13680.00
						-76. 00000
				LAM,NON-HND,PNL MNTD,LAM EDGB	72.96	3283.20
			,0H-062	LAMINATE GRAY TONE		
			,HP-062	LAMINATE/T-MOLD/EDGEBAND GRAYTONE		
73	HAW	50	ZUBF-0000-PN	Flush Mount Plate	21.00	1050.00
						-76. 00000
					5.04	252.00
74	HAJ	2	LSET-2	HW,LOCK,PLUG AND KEY,SET-LSET2	0.00	0.00
						-0. 00000
				LOCK COLOR	0.00	0.00
			0BP	CHROME		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$	Cust% EXT Cust$
					Tag 2	
75	HAJ	15	LSET-3	HW,LOCK,PLUG AND KEY,SET-LSET3	0.00	0.00
						-0. 00000
				LOCK COLOR	0.00	0.00
			0BP	CHROME		
76	HAJ	1	LSET-30	HW,LOCK,PLUG AND KEY,SET-LSET30	0.00	0.00
						-0. 00000
				LOCK COLOR	0.00	0.00
			0BP	CHROME		
77	HAF	3	JFBL-2448-1	BRIDGE,LAMINATE,DESK HT 24" X 48"	568.00	1704.00
						-67. 00000
	3A-3001,3002,30			1/3 MODESTY	187.44	562.32
			,0H-034	LAMINATE BEIGE		
			,HP-034	LAMINATE/T-MOLD/EDGEBAND BEIGE		
			,TR-00G	SURFACE 3 GRAY TONE		
78	HAF	3	JFSL-2472-1	X-SERIES,DESK SHELL,STD,LAMINATE 24" X 72"	1175.00	3525.00
						-67. 00000
	3A-3001,3002,30			1/3 MODESTY	387.75	1163.25
			,0H-034	LAMINATE BEIGE		
			,HP-034	LAMINATE/T-MOLD/EDGEBAND BEIGE		
			,TR-00G	SURFACE 3 GRAY TONE		
			,TR-00G	SURFACE 4 GRAY TONE		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$ Tag 2	Cust% EXT Cust$
79	HAF	3	JFXL-3672-2	X-SERIES,DESK SHELL,EXEC,LAMINATE 36" X 72"	1438.00	4314.00
						-67. 00000
		3A-3001,3002,30		3/4 MODESTY	474.54	1423.62
			,0H-034	LAMINATE BEIGE		
			,HP-034	LAMINATE/T-MOLD/EDGEBAND BEIGE		
			,TR-00G	SURFACE 3 GRAY TONE		
			,TR-00G	SURFACE 4 GRAY TONE		
80	HAF	2	LFRS-236-LDCH	2-HI LATERAL FILE,RADIUS CASE 36",1 LOCK	1154.00	2308.00
						-67. 00000
		3A-3002,3004		LOCK,DRWR,CNTRWGHT,STS HNG BAR	380.82	761.64
			,TR-00G	SURFACE 1 GRAY TONE		
			,TR-00G	SURFACE 2 GRAY TONE		
81	HAF	1	LFRS-536-LD0H	5-HI LATERAL FILE,RADIUS CASE 36",1 LOCK	2068.00	2068.00
						-67. 00000
		3A-3001		LOCK,DRAWER,STS HANGING BAR	682.44	682.44
			,TR-00G	SURFACE 1 GRAY TONE		
			,TR-00G	SURFACE 2 GRAY TONE		
82	HAF	3	JPAH-24-SJ	X SERIES,PEDESTAL,ATTACHED,BOX/BOX/FILE 24"D,1 LOCK	557.00	1671.00
						-67. 00000
		3A-3001,3002,30		PTD FRT,J STL PULL	183.81	551.43
			,TR-00G	SURFACE 1 GRAY TONE		
			,LR-0BP	LOCK PLUG/RING/GROMMET COLORS CHROME (BRIGHT NICKEL PLATE)		

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$	Cust% EXT Cust$
					Tag 2	
83	HAF	3	JPAJ-18-SJ	X SERIES,PEDESTAL,ATTACHED,FILE/FILE 18"D,1 LOCK	496.00	1488.00
						-67. 00000
		3A-3001,3002,30		PTD FRT,J STL PULL	163.68	491.04
			,TR-00G	SURFACE 1 GRAY TONE		
			,LR-0BP	LOCK PLUG/RING/GROMMET COLORS CHROME (BRIGHT NICKEL PLATE)		
84	HAW	4	KUAF-1636	TACKBOARD,WALL-MOUNTED,UNIVERSAL 16" X 36"	199.00	796.00
						-76. 00000
		3A-3002,3004		SYS FABRIC - SHIMMER GRADE B	47.76	191.04
			007	WET GRASS		
85	SPC	4	SPLH-3252	UPPER STORAGE,UNIGROUP,WALL MT SHELF,SQ END PNL 36"	350.00	1400.00
						-76. 00000
		3A-3002,3004		PAINTED,ON-MODULAR	84.00	336.00
			,TR-00G	SURFACE 1 GREY TONE		
86	HDC	4	TOSE-SQW-MP	SE04,TABLE,SQUARE	2173.00	8692.00
						-49. 00000
				MELBA WOOD,POWDERCOAT LEGS	1108.23	4432.92
			,WE-0RT	VENEER - MELBA(DBL CUT) MELBA - HORIZONTAL		
			,TR-0LE	SURFACE 2 METALIC SILVER		
87	HAS	8	TQ84-T011	TODO,SINGLE,STATIONARY,TWO FABRICS	2786.00	22288.00
						-55. 00000
				STD,NO GROMMETS	1253.70	10029.60
			,7G-CN3	CHR FAB - HAWORTH PLUS GRADE G HAWORTH + CARNEGIE PAPARAZZI 24		
			,XG-012	CHR FAB - BRISA,GRADE E BLACK ONYX		
			,TR-M01	SURFACE 3 SWITCH SILVER METALLIC TEXTURE		

Rec#Mfg	Qty	Part Number	Part Description	List$	EXT List$
					Cust%
	Tag 1	Option	Option Description	Cust$	EXT Cust$
				Tag 2	

Total Customer: $131,683.09

Rec#	Mfg	Qty	Part Number	Part Description	List$	EXT List$
		Tag 1	Option	Option Description	Cust$	Cust% EXT Cust$
					Tag 2	
1	FAC	0	COMMENT	BUDGET PRICING ONLY, PARTS WILL BE LISTED PRIOR TO FINAL ORDER	0.00	0.00
						-57. 50000
					0.00	0.00
2	FAC	1	ENCLOSE	PRODUCT	35768.00	35768.00
						-57. 50000
					15201.40	15201.40

Total Customer: $15,201.40

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Architectural Interiors

City Hall CSN 3rd Floor Labor
C:\Documents and Settings\mcroswell\Desktop\City Hall CSN 3rd Floor\Furniture\CITY HALL CSN LABOR.sif

Rec#	Mfg	Qty	Part Number	Part Description	Cust$	EXT Cust$
			Option	Option Description		
			Option Note Description			
				Tag 1		
				Tag 2		
				Tag 3		
1	FAC	0	COMMENT	PLEASE MAKE PO OUT TO FACILITEQ	0.00	0.00
2	FAC	1	LABOR	INSTALLATION LABOR	9750.00	9750.00
				LABOR TO RECEIVE, DELIVER & INSTALL FURNITURE PER PLAN DURING NORMAL BUSINESS HOURS.		
3	FAC	1	LABOR	INSTALLATION LABOR	3500.00	3500.00
				LABOR TO RECEIVE, DELIVER & INSTALL 70 LF OF ENCLOSE WALLS DURING NORMAL BUSINESS HOURS		
4	FAC	1	ADDITIONAL	SEISMIC TIE OFF	235.00	235.00

Quotation Valid for 30 days from issue date, and subject to manufacturer price changes.

Rec#	Mfg	Qty	Part Number	Part Description	Cust$	EXT Cust$
			Option	Option Description		
			Option Note Description			
				Tag 1		
				Tag 2		
				Tag 3		
5	FAC	4	ADDITIONAL	QTY. 4 WALL MOUNT OVERHEAD/ SHELF W/ TACKBOARD	25.00	100.00
6	FAC	2	ADDITIONAL	QTY. 2 PAIR WALLTRACK	25.00	50.00

Total Customer: $13,635.00

facilitEQ
Architectural Interiors

CITY OF LAS VEGAS CITY HALL - 3rd Floor CSN
C:\Documents and Settings\mcroswell\Desktop\Lighting\3rd flr CSN_Lights.sif

Rec#	Mfg	Qty	Part Number	Part Description / Option / Option Description / Option Note Description / Tag 1 / Tag 2 / Tag 3	Cust$	EXT Cust$
1	FAC	0	COMMENT	PLEASE MAKE PO OUT TO FACILITEQ	0.00	0.00
2	ESI	24	VIVID-3500K-SIL	VIVID LE DUAL ARM DESKTOP CUSTOM BLACK FINISH	146.30	3511.20
3	WOR	24	FIN-24-P-C	FINO LED UNDER CABINET LIGHT CARBON	163.31	3919.44

Total Customer: $7,430.64

Quotation Valid for 30 days from issue date, and subject to manufacturer price changes.

CONTRACT FOR EMPLOYEE TRAINING AND ECONOMIC AND COMMUNITY DEVELOPMENT SERVICES

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 BOARD OF REGENTS of the NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the COLLEGE OF SOUTHERN NEVADA, DIVISION OF WORKFORCE AND ECONOMIC DEVELOPMENT (hereinafter the "College") having its principal office located at 2409 Las Verdes Street, Las Vegas, Nevada 89102.

SECTION A – Contract Form

The subject matter of this Contract is training and development services for City employees on a space available basis, including services to enhance economic development within the City of Las Vegas, Nevada; workforce development training for the public; and services related to downtown community development.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Advisory Council"* means the stakeholders from the City and the College who will meet and make recommendations regarding current programs, new initiatives, goals and plans, new policies and curriculum, and future economic development in the City.

(b) *"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.

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

(d) *"City Hall"* means 495 S. Main Street, Las Vegas, Nevada.

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

(f) *"College"* means the College of Southern Nevada, which is responsible for the performance of services under this Contract.

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

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

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

(j) *"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.

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

B-2 Contract Type

This is a Non-Exclusive Contract.

B-3 Reimbursable Expenses

The College will operate training and development opportunities in space provided by the City through the Interlocal Contract for the Lease of Property at Las Vegas City Hall signed concurrently with this Contract (the "Lease Agreement"). There are no reimbursable expenses involved in providing the training and development services except for classes under Section C-4(b) offered exclusively to City employees.

B-4 Performance Period

The performance period commences from Award Date and continues for four calendar years The Contract may be extended for ongoing additional one-year periods on the mutual agreement of both parties in accordance with Section E-14 Modification/Amendment and in conjunction with extending the Lease Agreement.

SECTION C – Scope of Services

C-1 General

(a) The purpose of the Project is to develop courses and facilitate training for City employee training, provide workforce development training for the public, provide consulting services to the City for economic development, and provide consulting services to the City for downtown community development.

(b) The College will offer training services to the City on an annual basis in space provided by the City through the Lease Agreement and as more fully described below. The schedules below are an estimate of the number of hours to be spent on development of programs or the number of City employees to be trained per year on a space-available basis, and will be distributed as indicated.

Item No.	Section	Description	Number of hours and /or City employees to be trained
1	C-2	Development of Training Programs – City Employees	40 hours annually
2	C-3	Training for City Employees – Exclusive	3 classes per month
3	C-4	Training for City Employees – Integrated	offered on space-available basis
4	C-5	Consulting Services for Economic Development	as defined in C-5
5	C-6	Services (Focus Groups) for Downtown Community Development	4 – one per quarter

(c) The parties may agree to alter this distribution and may change the number of hours and/or number of employees trained. Any change in number of hours or number of employees trained shall be made based on the mutual written agreement of both parties in accordance with Section E-14, Modification/Amendment.

(d) City will compensate the College for any hours spent and/or students trained over and above the numbers set out above. If the College provides additional hours for course development or consulting services, City will pay to College

$100 for each additional hour spent. Should College train City employees over and above the number set out above, City shall pay to College the per student/per class rate in accordance with the College's cost schedule, subject to Section C-8.

C-2 Development of Training Programs – City Employees

It is anticipated that the College will provide up to 40 hours annually of consulting services and collaboration with the City to determine curriculum course outlines, training content, method of presentation, and course materials relating to City employee training

C-3 Facilitation of Training – City Employees - Exclusive

(a) The College will conduct and facilitate at least three (3) general workforce training classes per month, as agreed upon by City and College, using either College or City curriculum, and provided exclusively for City employees in space provided by the City through the Lease Agreement, or at such other locations within the City as the City and College designate. Examples of anticipated courses and estimated frequency of training and number of student attendees are indicated in the table below:

Facilitation of Training - City Employee's Exclusive

Module 1: Classes for Supervisory development Skills - College classes with City review/approval

		Frequency	Student Attendees
Hours per Session: 4	Supervisory Basics Communications Managing Customer Service Time Management for Supervisors Supervising Written Products	Quarterly	12-25

Module 2: Supervisory Skills Classes - for Development for City employees (Materials owned by College)

		Frequency	Student Attendees
Hours per Session: 4	Motivating your Workforce (Engaging & Inspiring Personal & Organizational Accountability Emotional Intelligence	Twice per year	12-25

Module 3: Supervisory Skills Development - Compliance Training (City to own materials)

		Frequency	Student Attendees
Hours per Session: 2	Demystifying your Collective Bargaining Agree. Employment Law	Twice per Year	12-25

Sexual Harassment & Discrimination Prevention Investigations Fostering Diversity Understanding Finance & Purchasing Workplace Violence Prevention		

Module 4: Managing by City Policy

Hours per Session:		Frequency	Student Attendees
3	ADA/FMLA Drugs & Alcohol Awareness Ethics Computer Use Reasonable Suspicion Disclosure of Fraudulent Activity	Twice per year	12-25

Module 5: Conversational Spanish for City Employees

Hours per Session:		Frequency	Student Attendees
32	Spanish classes	Twice per year	10-15

(b) The Student Attendees numbers given in the table above indicate the minimum required and maximum allowable number of students per class. With the College offering at least 3 courses per month, the anticipated number of City employees trained per year under this section is between 432-900 students.

(c) The City will notify the College eight (8) weeks in advance of the courses the City chooses and the length of time to be spent on the facilitation of the course. Should the City request the College to provide additional classes beyond the foregoing the City will pay the established per student rate and guarantee the minimum threshold number of students as required. If a class does not meet the minimum cost threshold of registered students within two weeks of the start date, the College will notify the City and the class will be cancelled.

(d) The training described herein shall be exclusive to City employees and shall not be open for attendance by the public or other students of College; however, the City shall have the right to invite non-profit partners to participate in the training.

(e) The College will provide to the City for photocopying, originals of all handouts for the training courses at least two (2) days prior to the date of the scheduled courses.

(f) The College will contact the City four weeks prior to the scheduled date of training courses to verify and confirm dates, times, and other information related to the training courses.

(g) Training courses may, at the discretion of the City, be co-taught or co-facilitated by the College and the City, but full credit for the number of students taught will be awarded to the College.

(h) The College shall maintain the identity of City attendees for each training course and provide that information to the City in a monthly report.

(i) The College agrees that the City, in consultation with the College, may add or delete courses from this list during the term of this Contract.

C-4 Facilitation of Training – City Employees – Integrated

(a) The College will allow participation by City employees in the following classes, in addition to other safety and/or health related courses, on a space-available basis once the College has reached the required minimum enrollment of public students. The number of seats offered to City employees under this section is limited to a maximum of 25% of the established course enrollment cap. The College will provide to the City the dates of classes available and number of eligible seats for City employee participation within 15 days of the beginning of the Class.

Facilitation of Training - Integrated

Module 1: OSHA 10

		Frequency	Required Min Public Student Threshold
Hours per Session: 10	Hazard Communication Hearing Conservation Ladders and Stairway Lockout/Tagout Personal Protective Equipment Powered Industrial Trucks Respiratory Protection	ongoing	11

Module 2: OSHA 30

	Hazard awareness	Frequency	Required Min Public Student Threshold
Hours per Session: 30	Personal protective equipment Fall protection Ladders Scaffolding	ongoing	11

Various Safety Related Training:

		Frequency	Required Min Public Student Threshold
Hours per Session: varies	Bloodborne Pathogens	Varies	11
	Confined Space Entry	Varies	10

(b) Should the City request the College to provide a particular course described above exclusively to City employees, the City will pay the established per student rate and guarantee the minimum threshold number of students as noted above. Once the required minimum number of students for the class is reached, any additional City students will be enrolled in the class at no additional charge to the City. However, if a class does not meet the minimum cost threshold of registered students within two weeks of the start date, the College will notify the City and the class will be cancelled. If the City requests the College teach a particular course that is legally or contractually required for City employees, the City will pay

the established minimum cost for the training regardless of whether the minimum student enrollment is met. However, the maximum enrollment for the requested course will still apply and may not be exceeded.

(c) The training described herein shall not be exclusive to City employees and shall be open for attendance by the public or other students of the College. The lack of City employees using the space-available seats for the courses set out above will have no negative impact on the College's ability to offer the course to the public. However, if a class does not meet the minimum cost threshold of registered students within two weeks of the start date, the College will notify the City and the class will be cancelled, unless it is a required course for City employees as described in paragraph (b) above.

(d) The College shall notify the City of the course title and description, as well as the dates and times the course(s) will be offered, at least eight (8) weeks before the start date of the course.

(e) The College shall maintain the identity of City attendees for each Training Class and provide that information to the City in a monthly report.

(f) The City will designate to the College which courses it chooses for its employees to attend at least 6 weeks prior to the scheduled start date for the course(s).

C-5 Services for Economic Development

(a) The College will consult with the City, Las Vegas Chamber of Commerce, and the Las Vegas Regional Economic Development Council on the development and sustainability of a downtown entrepreneurship program. The extent of this commitment will not be defined without an additional agreement and contract between affected stakeholders. In addition, the College will provide the services as described below:

Task No.	Description	Annual Frequency
1	Initial consultation services to businesses identified by the City that are considering locating within the City of Las Vegas up to three (3) times each quarter. Each consultation shall consist of preparation time for the meeting, the meeting, and follow-up with the business	Not to not exceed 3 per quarter
2	Provide a quarterly report to the City of all consultations conducted with businesses considering locating within the City of Las Vegas. The report shall indicate the participants of the consultation and a summary of the meetings	Quarterly
3	Upon request by the City, meet with and provide workforce data and research to the City's Department of Economic and Urban Development.	On request
4	Provide a quarterly report to the City summarizing its accomplishments in workforce training	Quarterly

(b) The College may offer ten (10) classes each per year of General Educational Development (GED) and English as a Second Language (ESL) courses to the public. However, if a class does not meet the minimum cost threshold of registered students within two weeks of the start date, the College will notify the City and the class will be cancelled. The College will provide student assessments, placement levels, registration, instruction, books, and materials at no charge beginning January of 2013, provided that College receives a renewal of grant funding from the Adult Basic Education Grant to conduct these courses. It is understood that if the funding supplied by this grant ends, College's obligation to provide these services and materials at no charge ends. The City will provide space at City recreation or other alternate sites for courses to be conducted.

(c) The College may provide both academic and non-academic courses utilizing the City's training rooms at City Hall. The College will provide an annual report to the City on the number of students provided services and the classes offered at City Hall and other City Facilities.

C-6 Services for Downtown Community Development

(a) The College will conduct and host focus groups to assist in determining workforce training and educational needs. The focus groups will be conducted at least once each quarter.

(b) The College shall provide a report to the City following each focus group identifying the results of the focus group.

C-7 Advisory Council

The College and the City agree that each will designate at least three (3) stakeholders to participate in the Advisory Council. The Advisory Council will meet at least quarterly, but may meet more frequently upon the request of at least two members. The College agrees to provide a written response to the City of any recommendations made by the Advisory Council.

C-8 Tracking Hours

The College agrees that it will be responsible for tracking the hours provided and/or employees trained for the services in Sections C-2, C-3, C-4 and C-5, and providing a monthly report of that information to the City. The City shall have ten (10) days from receipt of the report to dispute the figures in the report. The College further agrees that it will notify the City immediately if the City has reached the maximum number of hours allowed or students taught under each Section. If the College fails to provide the report or notify the City as aforesaid, the City shall not be responsible for payment of additional facilitation services or other fees.

C-9 Performance Issues

The parties agree that performance issues regarding the College's instructors and/or facilitators will be forwarded to the Advisory Council described in paragraph C-7 above for review and possible action. Any action regarding the College's instructors will be taken pursuant to College policies and procedures and the Nevada System of Higher Education Code.

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 COLLEGE:
Executive Director
College of Southern Nevada
Division of Workforce & Economic Development
2409 Las Verdes Street
Las Vegas, Nevada 89102-3880
Fax: (702) 651-4538

(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 College Representative, as appropriate.

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

(a) The City designates Brian Knudsen as the Project Manager for this Contract. The City will provide written notice to the College should there be a subsequent Project Manager change. The Project Manager will be the College's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the College 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 College designates Dan Gouker, Executive Director of the CSN Division of Workforce & Economic Development as the College Representative for this Contract. The College will provide written notice to the City should there be a subsequent College Representative change. The City has the right to assume that the College Representative has full authority to act for the College on all matters arising under or relating to this Contract.

D-3 Warranty – Services [R]

The College 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 the City is dissatisfied with the services performed by the College, the Advisory Council described in paragraph C-7 will address any such quality issues and recommend appropriate action, up to and including requiring the College, at no cost to the City, to repeat or perform the services.

D-4 Intellectual Property Rights [R]

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, except that the work product of the course instructor shall remain the exclusive property of the instructor unless determined to be a 'work for hire' as defined by Title 4, Chapter 12, Section 5 of the Board of Regents Code.

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

During the entire performance period of this Contract, the College shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract.

D-6 Order of Precedence [not used]

SECTION E – General Clauses

E-1 Disputes [R]

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract. Any and all disputes arising out of or in connection with the Contract shall be litigated only in the Judicial District Court in and for the County of Clark, State of Nevada, and the College and the City hereby expressly consent to the jurisdiction of said court. 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 prior to initiating any litigation.

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 College 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 College in writing of the action which will be taken to remedy the situation.

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

E-3 Termination for Convenience [R]

(a) Either Party 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 one hundred eighty (180) days' written notice to the other party, specifying the extent and effective date of the termination. It is anticipated that any such termination will be effective at the conclusion of any courses in session at the time the notice of termination is provided. On the effective date of the termination, the College shall terminate all work and take all reasonable actions to mitigate expenses. The College shall submit a written request for incurred costs due and payable by the City in accordance with Sections C-3, C-4 and C-8 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 College any outstanding amounts due within 30 days after receipt of an 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 College.

(b) Should either party exercise its right to terminate performance of this Contract pursuant to paragraph E-3(a) above, such party shall provide the same notice of termination of the College's lease with the City, as provided for in Lease Agreement, which lease document was signed concurrently with this Contract.

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

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

(i) Perform the services under Section C (Scope of Services), 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 College 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. The parties agree that the College shall not be liable to the City for any excess costs for those services or goods. The College agrees to complete any work not terminated.

(d) The College 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 College. 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 College'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 College 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 College pursuant to Section D-1 (Legal Notice)

above, the College 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 College shall continue with its performance under the Contract.

E-5 Insurance [R]

For Commercial General and Automotive Liability, the College is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039. For Industrial/Workers' Compensation claims, the College is permissibly self-insured pursuant to NRS 616A-616D and NRS 617.

E-6 Indemnification [R]

(a) To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the College shall indemnify, defend, and hold harmless the City from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the College or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The College will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The College's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to $100,000.00 per cause of action.

(b) To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the City shall indemnify, defend, and hold harmless the College from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the City or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The City will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The City's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to $100,000.00 per cause of action.

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 [R]

(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 College shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The College shall make any and all payroll deductions required by law. The College 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 College, 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, color, sex, age, religion, national origin or handicap.

E-10 Audit of Records [CAO-5/2/12]

(a) The College 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 College goes out of business, the College 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 College pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the College of the audit and inspection. If the books and records are not located within Clark County, the College agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the College 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 College's office. If the books and records provided to the City are incomplete, the College 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 College's office. The College'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 College, the College agrees that the difference shall be either: (a) repaid immediately by the College to the City or (b) at the City's option, credited against any future billings due the College.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the College 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 College 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 College as the sole responsible party for the performance of this Contract. The College shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the College 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 College 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 [R]

(a) This Contract is signed concurrently with the Interlocal Agreement Between the City of Las Vegas and the Board of Regents of the Nevada System of Higher Education on Behalf of the College of Southern Nevada Division of Workforce and Economic Development, and the Interlocal Contract For the Lease of Property at Las Vegas City Hall - City of Las Vegas and College of Southern Nevada. These agreements, along with any and all attachments thereto, represent the entire and integrated agreement between the City and the College. 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) [R]

(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 College is confidential and privileged. The College 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 College 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 College 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 College prior to obtaining the same from the City; (iii) the information is obtained by the College 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 College 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 College 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 College 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 Services [R]

(a) The City, subject to agreement by the College, 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 services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

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

(c) The College 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 College'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 College from proceeding with the Contract as changed.

(f) The College 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 College'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.

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 & Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Deputy City Attorney — Date: 3/11/13

BOARD OF REGENTS FOR THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of COLLEGE OF SOUTHERN NEVADA DIVISION OF WORKFORCE AND ECONOMIC DEVELOPMENT
Recommended by:

DAN GOUKER, Executive Director for
Division of Workforce and Economic Development

Approved by:

Patricia Charlton,
Sr. Vice President of Finance & Administration

Approved as to legal form and sufficiency by:

Richard L. Hinckley, General Counsel

"College"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-17-2013 - Discussion for possible action regarding a Resolution in General Support of Efforts by the State of Nevada to Be Selected for One of the Six National Test Ranges for Unmanned Aircraft Systems - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Recent Federal legislation provides for the establishment of six stations for the testing of unmanned aircraft systems. The State of Nevada, as well as other states, will be competing for the opportunity. This Resolution is intended to express the City's general support of efforts by the State of Nevada to compete for such a test station.

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-17-2013

RESOLUTION IN GENERAL SUPPORT OF EFFORTS BY THE STATE OF NEVADA TO BE SELECTED FOR ONE OF THE SIX NATIONAL TEST RANGES FOR UNMANNED AIRCRAFT SYSTEMS

WHEREAS, the State of Nevada has a long and distinguished history of directly contributing to the national security and defense of the United States of America; and

WHEREAS, the State of Nevada and its local governments are indebted to the dedicated and selfless men and women assigned to NAS Fallon, Creech AFB, Nellis AFB and auxiliary air fields, and the Reserve and National Guard units across the state; and

WHEREAS, the State of Nevada's military operations have attracted the aerospace, defense, and national security industry to the state, and have led to increased technological advances and important supporting relationships with our universities, research laboratories, and technical colleges; and

WHEREAS, national security and defense sectors are increasingly important to Nevada's economy as they provide and support approximately 190,000 jobs and generate more than $18 billion in revenue; and

WHEREAS, the economic impact of military operations would not have been possible without the past and continuing congressional, state, and local support; and

WHEREAS, our military investments, military expertise, technically trained workforce and geographic and climatic diversity have positioned the State of Nevada well in retaining its military operations, and competing for next generation technology prospects; and

WHEREAS, remotely piloted aircraft, cyberspace and intelligence, surveillance and reconnaissance mission areas will be high priority areas of defense and national security budgets; and

WHEREAS, the 2012 National Defense Authorization Act and related Federal legislation directs the Federal Aviation Administration, in coordination with the Department of Defense and the National Aeronautics and Space Administration, to determine how to safely operate unmanned aircraft systems ("UAS") in shared national airspace; and

WHEREAS, such Federal legislation authorizes the establishment of six national test ranges to facilitate the purposes of the legislation; and

WHEREAS, the creation of test ranges across the country will mark the first step in what will undoubtedly be a long-range process, leading to a common-day occurrence in which manned and unmanned aircraft fly safely and seamlessly together in the national airspace.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, to lend general support to efforts by the State of Nevada to:

1. Promote Nevada as the "Silicon Valley" of UAS education, testing, research, and manufacture.

2. Look for ways to sustain and expand the State of Nevada's direct support of the national security and defense sectors, as military spending continues to be downsized in the foreseeable future.

3. Leverage its congressional and state leadership, current military expertise, technical workforce, geographical, climate diversity, and vast aerospace to provide a concerted effort to aggressively pursue the high priority requirements of the United States Department of Defense and Federal Aviation Administration.

4. Compete for and be selected as one or more of the six national test ranges under the Federal legislation described above.

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 3-11-13
_____
Date

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-18-2013 - Discussion for possible action regarding a Joint Resolution Opposing the Indefinite Detention Provisions of the National Defense Authorization Act - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The National Defense Appropriation Act of 2012, as amended, contains counterterrorism provisions that authorize the indefinite detention of "covered persons" under certain circumstances. This Joint Resolution would express local concern over the use of that authority in a manner inconsistent with due process and other protections.

RECOMMENDATION:
It is recommended that the City Council consider the adoption of this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-18-2013

JOINT RESOLUTION OPPOSING THE INDEFINITE DETENTION PROVISIONS OF THE NATIONAL DEFENSE AUTHORIZATION ACT

WHEREAS, the Constitution of the United States and the Nevada Constitution are the basis of our representative democracy and reflect protections that no person will be deprived of life, liberty, or property without due process of the law; and

WHEREAS, these founding documents reflect the essential nature of presumed innocence, the right to a speedy public trial before an impartial jury, and other elements of effective due process, and a commitment that no person will be exposed to cruel and unusual punishment; and

WHEREAS, the language of Sections 1021 and 1022 of the National Defense Authorization Act (NDAA) on its face permits indefinite military detention without public trial of any person, including U.S. citizens on U.S. soil; and

WHEREAS, the NDAA could authorize the indefinite military detention of activists, journalists, lawyers, and other Americans for nothing other than exercising their First Amendment rights of free speech, assembly, and association, thus chilling speech and depriving liberty; and

WHEREAS, the indefinite military detention of any person without trial violates the Fifth and Sixth Amendments of the Constitution of the United States, and Article III of the Constitution of the United States; and

WHEREAS, the NDAA threatens to eliminate the promise of presumed innocence and the right to a fair trial; and

WHEREAS, the NDAA's detention provisions could allow the recurrence of torture in military detention in violation of the Eighth Amendment; and

WHEREAS, the detention provisions could force U.S. military service members to serve as domestic jailers, contrary to the Posse Comitatus Act, in a role for which they are not trained and that is never appropriate; and

WHEREAS, the FBI Director, the Defense Secretary, the Director of National Intelligence, the Department of Defense, and many of our nation's generals, admirals, and servicemen and women have opposed the NDAA's detention provisions; and

WHEREAS, the City Council of the City of Las Vegas and the Board of County

Commissioners of Clark County are committed to avoid repeating the tragedies and mistakes of history, including the incarceration of Japanese Americans during World War II.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, AND THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, as follows:

1. To strongly affirm our commitment to the rights and liberties enshrined within the Constitution of the United States, including the Fifth Amendment right to due process, the Sixth Amendment right to trial, and the Eighth Amendment prohibition of cruel and unusual punishment.

2. That the Las Vegas Metropolitan Police Department (Metro) and other City and County agencies are instructed to decline requests by Federal agencies acting under detention powers granted by the NDAA or any authorization of force, that could infringe upon constitutional freedom of speech, religion, assembly, privacy, or rights to counsel.

3. To request Federal and state law enforcement officials acting within the City and County to work in accordance with local law, and in cooperation with Metro and other public safety agencies, by allowing any detainees among City or County residents or visitors access to a trial, counsel, and due process, as provided by Article III of the Constitution of the United States, the Bill of Rights, and Article I of the Nevada Constitution.

4. To request our U.S. senators and members of the Congress to monitor the implementation of the NDAA and to actively work for the repeal of the NDAA's detention provisions in order to restore fundamental rights and liberties embodied in the Nevada Constitution and the Constitution of the United States.

5. To cause the City and County, respectively, to immediately send a copy of this Resolution to each of our senators and members of Congress, the Clark County Sheriff and the Attorney General of Nevada.

6. That the effectiveness of this Resolution is contingent upon approval by both the City Council and the Board of County Commissioners.

. . .

. . .

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS 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 3-12-13
Date

PASSED, ADOPTED, AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

BY _____
STEVE SISOLAK, Chairman

ATTEST:

_____
DIANA ALBA, County Clerk

APPROVED AS TO FORM:

_____
Deputy District Attorney

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2013-14 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund Board was established through Council action in June of 1998 to review Neighborhood Partners Fund applications and make funding recommendations to the City Council. The Neighborhood Partners Fund program is designed to assist the residents of the city of Las Vegas to improve the quality of life in their communities. The bylaws were amended in February of 2000 to increase the number of members from 9 to 13 and again in March 2009 to adjust the commencement date for member terms to April 1. The duration of each term continued to be one year. In 2010, the bylaws were amended as a housekeeping measure to clarify that members need not be City residents. Procedure for this Board is appointment by Mayor and City Council.

RECOMMENDATION:
Appointments: Ward 2 Staff Designee-Vicky Skilbred; Ward 3 Neighborhood Rep-Lance Kirk;
Reappointments: Mayor's designee-Greg Toussaint;
Ward 1 Staff Designee-Kimberly Reid; Ward 1 Neighborhood Rep-Renée Rampton;
Ward 2 Neighborhood Rep -Sherese Holmes;
Ward 3 Staff Designee-Felipe Ortiz;
Ward 4 Staff Designee-Anthony Ruggiero; Ward 4 Neighborhood Rep-Tony Guerrero;
Ward 5 Staff Designee-Ydo Yturralde; Ward 5 Neighborhood Rep-AJ Powell;
Ward 6 Staff Designee-Michelle Thackston; No Neighborhood Representative

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Current Listing and Authority

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: CITY CLERK
ITEM DESCRIPTION: Discussion for possible action regarding the appointment of members of the Neighborhood Partners Fund Board - All Wards

FY 2013-2014 Neighborhood Partners Fund Board	
Representative	**Board Member**
Mayor or his designee	Greg Toussaint 9030 W. Sahara #465, Las Vegas, NV 89117
Ward 1 Staff Designee	Kimberly Reid, City Hall
Ward 1 Neighborhood Representative	Renée Rampton 229 S. Mallard Street Las Vegas, NV 89107
Ward 2 Staff Designee	Vicky Skilbred, City Hall
Ward 2 Neighborhood Representative	Sherese Holmes 9421 Angelfish Drive Las Vegas NV 89117
Ward 3 Staff Designee	Felipe Ortiz, City Hall
Ward 3 Neighborhood Representative	Lance Kirk 1720 S. 15th Street Las Vegas, NV 89104
Ward 4 Staff Designee	Anthony Ruggiero, City Hall
Ward 4 Neighborhood Representative	Tony Guerrero 4405 Prospect Hill Court Las Vegas, NV 89129
Ward 5 Staff Designee	Ydo Yturralde, City Hall
Ward 5 Neighborhood Representative	**(**Mrs.) AJ Powell 1236 Hart Ave Las Vegas, NV 89106
Ward 6 Staff Designee	Michelle Thackston, City Hall
Ward 6 Neighborhood Representative	No nominee provided.

6/20/2012

NEIGHBORHOOD PARTNERS FUND BOARD

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1) GREG TOUSSAINT **MAYOR GOODMAN' S DESIGNEE**	3/16/2011	3/30/2013
2) KIMBERLY REID **CITY COUNCIL - WARD 1** **STAFF DESIGNEE**	3/16/2011	3/30/2013
3) RENEE RAMPTON **NEIGHBORHOOD REP - WARD 1**	4/18/2007	3/30/2013
4) KRYSTELL KLINGLER **CITY COUNCIL - WARD 2** **STAFF DESIGNEE**	4/2/2008	3/30/2013
5) SHERESE HOLMES **NEIGHBORHOOD REP - WARD 2**	6/20/2012	3/30/2013
6) FELIPE ORTIZ **CITY COUNCIL - WARD 3** **STAFF DESIGNEE**	6/20/2012	3/30/2013
7) MIKE BROWN-CESTERO **NEIGHBORHOOD REP - WARD 3**	4/2/2008	3/30/2013
8) ANTHONY RUGGIERO **CITY COUNCIL - WARD 4** **STAFF DESIGNEE**	5/19/2010	3/30/2013
9) TONY GUERRERO **NEIGHBORHOOD REP - WARD 4**	5/19/2010	3/30/2013
10) YDOLEENA YTURRALDE **CITY COUNCIL - WARD 5** **STAFF DESIGNEE**	5/19/2010	3/30/2013
11) AJ POWELL (MRS.) **NEIGHBORHOOD REP - WARD 5**	4/5/2006	3/30/2013
12) MICHELLE THACKSTON **CITY COUNCIL - WARD 6** **STAFF DESIGNEE**	4/2/2008	3/30/2013
13) GERRY GREEN **NEIGHBORHOOD REP - WARD 6**	4/5/2006	3/30/2013

NEIGHBORHOOD PARTNERS FUND BOARD

AUTHORITY: Created by Council Action on 3-9-98 with bylaws approved on 6-22-98. By-Laws were amended on 2-16-2000 to increase the membership to 13 members. By-law approval of 3-18-2009 adjusted terms to April 1 through March 30 of appointed year; By-Laws were amended 5/19/2010 to clarify City residency is not required.

MEMBERS: 13 MEMBERS appointed by the Mayor and City Council comprised as follows:
Mayor or her/his designee
Council Liaison or Staff Designee of the Councilmember for each of the six Council Wards
One Neighborhood Representative for each of the six Council Wards

TERM: Members shall each serve a term of one year. Expiration dates were set on 5/18/2000 so all members terms expired at the same time and adjusted to 4/1 to 3/30 in 2009.
Members may be reappointed to consecutive one-year terms as necessary
(Must fill unexpired term. Membership is not assignable or transferable.)

NOTES: Members Need Not Be City Residents
No Financial Disclosure Required

PURPOSE: Review Neighborhood Partners Fund applications and recommend awards to the City of Las Vegas City Council

MEETINGS: Department of Parks, Recreation and Neighborhood Services - Call of the Chair and the Board may establish regular meetings by resolution. Meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES - Ron Kirsh, Term Expiration 4-7-2013, Carol Reese, Term Expiration 4-18-2013 and Robin Munier, Term Expiration 4-18-2013

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board is comprised of five members appointed by the City Council and five members appointed by Clark County. Terms of office are for four years, members are limited to two terms and unexpired terms must be filled. Membership on this Board requires City residency and attendance is compensatory. Mr. Kirsh, Ms. Reese and Ms. Munier are all eligible and wish to be reappointed. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:
Options are: Reappoint Mr. Kirsh, Ms. Reese and/or Ms. Munier or appoint new members to fill all/some of these seats

BACKUP DOCUMENTATION:
Current Listing and Authority

5-27-2008 **Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

	MEMBERS	ADDRESS	ZIP CODE	ORIG. APPT.	TERM EXPIRES
1.	BENAVIDEZ, KELLY **Weekly recom.** **(Replaced Ricki Y. Barlow)**	8800 River Pines Court **Ward 2 Resident**	89117	6/2/2004 **(Reapp. 2/7/2007)**	3/6/2011
2.	AGUIRRE, ALDO, DR. **Wolfson recom.**	10701 Moon Flower Arbor Pl. **Ward 2 Resident**	89144	3/5/2003 **(Effect. 4/3/2003)** **(Reapp. 3-7-2007)**	4/3/2011
3.	KIRSH, RON **Goodman recom** (Fills Unexpired Term of Larry Harala, Resigned 4-28-2008)	700 South 3rd Street **Ward 4 Resident**	89101	5/21/2008	4/7/2009
4.	ARTHURHOLTZ, ANDREA **Reese recom.**	1905 S. 16TH Street **Ward 3 Resident**	89104	4/18/01 **(Reapp. 3/16/2005)**	4/18/2009
5.	SPONER, M. FRANCES **Tarkanian recom.**	2025 Eagle Trace Way **Ward 1 Resident**	89117	4/3/02 **(Reapp. 3/16/2005)**	4/18/2009

AUTHORITY: Consolidated Library District created by the 1985 Legislature
S. B. 158, 2-18-85
NRS 379.0222
Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001 regarding Financial Disclosure requirement
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

TERM: 4 years (limited to 2 terms)
(Must fill unexpired portion of terms, if appropriate)
(In 2003, the Consolidated Library District Attorney has opined that a member of this Library District may serve two four-year terms plus any expired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years.)

MEMBERS: 5 members appointed by the City Council
(County also appoints 5 members)

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

Members receive $40 per meeting, but not more than $80 per month.

Mr. Daniel Walters, Executive Director
833 Las Vegas Boulevard North
Las Vegas, NV 89101
507-3611

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2013-7 - For Possible Action - 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 [NOTE: This item will come forward to City Council as a First Amendment, with a change in the title and summary. The summary has been changed to read: Authorizes a recreational vehicle to park on a residential street for up to seventy-two consecutive hours under certain conditions]

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:
ADOPTION at the 3/20/2013 City Council meeting as a First Amendment pursuant to the 3/5/2013 Recommending Committee meeting

First Reading – 2/20/2013; First Publication – 3/7/2013

BACKUP DOCUMENTATION:
1. Bill No. 2013-7
2. Business Impact Statement
3. Text of section proposed to be repealed
4. Bill No. 2013-7 First Amendment

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.

FIRST AMENDMENT

BILL NO. 2013-7

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE A RECREATIONAL VEHICLE TO PARK ON A RESIDENTIAL STREET FOR UP TO SEVENTY-TWO 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 seventy-two 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 seventy-two 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 3-5-13
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 amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2013-8 - For Possible Action - 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:
ADOPTION at the 3/20/2013 City Council meeting pursuant to the 3/5/2013 Recommending Committee meeting.

First Reading – 2/20/2013; First Publication – 3/7/2013

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.: **43.**

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

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2013-9 - For Possible Action - 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

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:
ADOPTION at the 3/20/2013 City Council meeting pursuant to the 3/5/2013 Recommending Committee meeting.

First Reading – 2/20/2013; First Publication – 3/7/2013

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.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2013-10 - Amends provisions of the Unified Development Code governing the collocation, removal and replacement of certain wireless communication facilities so as to conform to Federal law. 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 amend provisions of the Unified Development Code governing the collocation, removal and replacement of certain wireless communication facilities so as to conform to Federal law. Federal telecommunications legislation was amended in 2012 to require local government approval of equipment collocations, removals and replacements that are deemed minor in nature.

RECOMMENDATION:
ADOPTION at 4/3/2013 City Council Meeting pursuant to the 3/19/2013 Recommending Committee meeting.

First Reading – 3/6/2013; First Publication – 3/21/2013

BACKUP DOCUMENTATION:
Bill No. 2013-10

BILL NO. 2013-10

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PROVISIONS OF THE UNIFIED DEVELOPMENT CODE GOVERNING THE COLLOCATION, REMOVAL AND REPLACEMENT OF CERTAIN WIRELESS COMMUNICATION FACILITIES SO AS TO CONFORM TO FEDERAL LAW, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Amends provisions of the Unified Development Code governing the collocation, removal and replacement of certain wireless communication facilities so as to conform to Federal law.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6190 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 and 3 of this Ordinance.

SECTION 2: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Wireless Communication Facility, Non-Stealth Design (Qualifying for Conditional Use Approval)" so that the list of Conditional Use Regulations reads as follows:

Conditional Use Regulations:

1. The applicant must submit to the Department, for administrative review and approval, a site plan and an elevation drawing. The Director shall review the documents to determine [if the proposed facility conforms to the conditions listed below for this use.] the applicable treatment of the proposed facility under these Conditional Use Regulations. If the Director, in his discretion:

a. Determines that the proposed facility is a collocation of new transmission equipment, a removal of transmission equipment or a replacement of transmission equipment that:

i. Does not increase the tower height by more than 10% or height of additional antenna array plus 20 feet, whichever is greater;

ii. Does not add more than 4 new equipment cabinets or 1 new shelter; and

iii. Does not contain a protrusion of more than 20 feet or the width of the tower, whichever is greater;

➥the Director shall approve the application as if permitted by right.

[a.] b. [Approves] Determines that Paragraph (a) above does not apply and approves the proposed facility to proceed as a conditional use, the Director shall provide written notice of preliminary approval to the applicant, with a copy to the office of the City Council. [Within 10 days after the notice is mailed or delivered, the applicant may proceed to apply for building permits, unless a member of the City Council files with the Director a written request for the Council to review the approval.] That preliminary approval becomes final within 10 days after the notice has been mailed or delivered to the applicant, unless within that period a member of the City Council files with the Director a written request for the Council to review the approval. If such a request to review is filed, the application must first be reviewed and approved by the Council.

[b.] c. Determines that Paragraph (a) above does not apply and that the proposed facility does not conform to the conditions listed below, a Special Use Permit will be required for the use. Any determination by the Director that a Special Use Permit will be required is not subject to appeal.

2. The facility must qualify as one or more of the following:

a. An antenna that is to be collocated on an existing antenna tower or other existing structure.

b. An antenna tower that is to be located on property in the C-V Zoning District.

c. An antenna tower that is to be located:

i. On property in the C-M or M Zoning District; and

ii. A minimum distance of 600 feet from residentially zoned property.

d. An antenna tower that is proposed to be located on property developed with a utility substation, and is to be located within that substation.

e. A slim line design pole wireless communications facility.

3. Within an area designated as a Historic Preservation District, the proposed facility must first be reviewed by the Historic Preservation Commission before the Director considers granting approval as a conditional use.

4. The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility.

5. The frequencies used by the communication provider shall be in conformance with Federal Communication Commission standards, as certified by a competent professional (such as a radio frequency engineer).

SECTION 3: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Wireless Communication Facility, Stealth Design" so that the list of Conditional Use Regulations reads as follows:

1. The applicant must submit to the Department, for administrative review and approval, a site plan and an elevation drawing. The Director shall review the documents to determine [if the proposed facility conforms to the conditions listed below for this use.] the applicable treatment of the proposed facility under these Conditional Use Regulations. If the Director, in his discretion:

a. Determines that the proposed facility is a collocation of new transmission equipment, a removal of transmission equipment or a replacement of transmission equipment that:

i. Does not increase the tower height by more than 10% or height of additional antenna array plus 20 feet, whichever is greater;

ii. Does not add more than 4 new equipment cabinets or 1 new shelter; and

iii. Does not contain a protrusion of more than 20 feet or the width of the tower, whichever is greater;

➥the Director shall approve the application as if permitted by right.

[a.] b. [Approves] Determines that Paragraph (a) above does not apply and approves the proposed facility to proceed as a conditional use, the Director shall provide written notice of preliminary approval to the applicant, with a copy to the office of the City Council. [Within 10 days after the notice is mailed or delivered, the applicant may proceed to apply for building permits, unless a member of the City Council files with the Director a written request for the Council to review the approval.] That preliminary approval becomes final within 10 days after the notice has been mailed or delivered to the applicant, unless within that period a member of the City Council files with the Director a written request for the Council to review the approval. If such a request to review is filed, the application must first be reviewed and approved by the Council.

[b.] c. Determines that Paragraph (a) above does not apply and that the proposed facility does not

conform to the conditions listed below, a Special Use Permit will be required for the use. Any determination by the Director that a Special Use Permit will be required is not subject to appeal.

2. No residential use may exist on the property.

3. The design must conform to the definition of the term "Wireless Communication Facility, Stealth Design," as set forth in LVMC 19.18.020 and as determined by the Director.

4. Within an area designated as a Historic Preservation District, the proposed facility must first be reviewed by the Historic Preservation Commission before the Director considers granting approval as a conditional use.

5. The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility.

6. The frequencies used by the communication provider shall be in conformance with Federal Communication Commission standards, as certified by a competent professional (such as a radio frequency engineer).

SECTION 4: For purposes of Section 2.100(3) of the City Charter, LVMC 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 and 3 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.

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SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-19-13
_____
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: MARCH 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2013-11 - Amends the Unified Development Code to remove the provision limiting beer/wine/cooler cultural establishments to the Arts District. 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 amend the Unified Development Code to remove the provision limiting beer/wine/cooler cultural establishments to the Arts District. It has been determined that extending the availability of this use outside the boundaries of the Arts District will be beneficial to qualifying establishments and to the City generally.

RECOMMENDATION:
ADOPTION at 4/3/2013 City Council Meeting pursuant to the 3/19/2013 Recommending Committee meeting.

First Reading – 3/6/2013; First Publication – 3/21/2013

BACKUP DOCUMENTATION:
Bill No. 2013-11

BILL NO. 2013-11

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO REMOVE THE PROVISION LIMITING BEER/WINE/COOLER CULTURAL ESTABLISHMENTS TO THE ARTS DISTRICT; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Amends the Unified Development Code to remove the provision limiting beer/wine/cooler cultural establishments to the Arts District.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6190 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Beer/Wine/Cooler Cultural Establishment" so that the list of Minimum Special Use Permit Requirements reads as follows:

Minimum Special Use Permit Requirements:

1. [The use is limited to the area located within the boundaries of 18b The Las Vegas Arts District, as described in the Las Vegas Downtown Centennial Plan and as amended from time to time.

2.] No gaming is permitted as part of this Special Use Permit.

[3.] 2. The use must conform to the provisions of LVMC Chapter 6.50.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, LVMC 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the

City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: 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 2-19-13
_____
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.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2013-12 - Repeals obsolete provisions regarding the Senior Citizens' Center, the Child Care Licensing Board, and the Records Management Committee, and updates Code references to certain holidays. Sponsored by: Mayor Carolyn G. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will repeal obsolete provisions regarding the Senior Citizens' Center, the Child Care Licensing Board, and the Records Management Committee, and update Code references to certain holidays. The bill comes forward as part of a project designed to identify and update obsolete and duplicative Code provisions.

RECOMMENDATION:
ADOPTION at 4/3/2013 City Council Meeting pursuant to the 3/19/2013 Recommending Committee Meeting.

First Reading – 3/6/2013; First Publication – 3/21/2013

BACKUP DOCUMENTATION:
1. Bill No. 2013-12
2. Business Impact Statement
3. Text of chapter and section proposed to be repealed

BILL NO. 2013-12

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL OBSOLETE PROVISIONS REGARDING THE SENIOR CITIZENS' CENTER, THE CHILD CARE LICENSING BOARD, AND THE RECORDS MANAGEMENT COMMITTEE; UPDATE CODE REFERENCES TO CERTAIN HOLIDAYS; AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Repeals obsolete provisions regarding the Senior Citizens' Center, the Child Care Licensing Board, and the Records Management Committee, and updates Code references to certain holidays.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 16, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 2, Chapter 52, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.52.010: As used in this Chapter, "commission or board" means any administrative commission or board established by the City Council and described in Title 2 of this Code.[, and the Child Care Licensing Board described in Title 6.] However, in the event of any conflict or inconsistency between the provisions of this Chapter and any provision of State law or of this Code that applies to a particular board or commission, the provision of State law or the more specific Code provision shall apply.

SECTION 3: Title 2, Chapter 60, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 4: Title 3, Chapter 16, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

3.16.010: Every employee of the City, in addition to earned vacation, shall be entitled to vacation on the following holidays during the year:

(A) January 1st (New Year's Day);

(B) The third Monday in January (Martin Luther King's Birthday);

[(B)] (C) The third Monday in February (Washington's Birthday);

[(C)] (D) The last Monday in May (Memorial Day);

[(D)] (E) July 4th (Independence Day);

[(E)] (F) The first Monday in September (Labor Day);

[(F)] (G) [October 31st] The last Friday in October (Nevada Day);

[(G)] (H) November 11th (Veterans Day);

[(H)] (I) The fourth Thursday in November (Thanksgiving Day);

[(I)] (J) December 25th (Christmas);

[(J)] (K) Any day that may be declared a holiday by the President of the United States, Governor of the State, or the Mayor of the City, except for any Presidential appointment of the fourth Monday in October as Veterans Day.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-19-13
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. 2013-12
(Repeals obsolete provisions regarding the Senior Citizens' Center, the Child Care Licensing Board, and the Records Management Committee, and updates Code references to certain holidays)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2013-12, that would repeal obsolete provisions regarding the Senior Citizens' Center, the Child Care Licensing Board, and the Records Management Committee, and update Code references to certain holidays.

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.

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:

None

Beneficial effects:

None

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 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 19, 2013

CHAPTER PROPOSED TO BE REPEALED

CHAPTER 2.16 - SENIOR CITIZENS' CENTER DIRECTOR

2.16.010 - Office created.
2.16.020 - Qualifications.
2.16.030 - Appointment—Compensation.
2.16.040 - Duties.
2.16.050 - Assistants and clerks.
2.16.060 - Bond.

2.16.010 - Office created.

There is created in the Department of Parks, Recreation and Senior Citizen Activities an office to be designated as that of Las Vegas Senior Citizens' Center Director.
(Ord. 3132 § 2, 1984: Ord. 1808 § 1 (part), 1976: prior code § 1-24-1)

2.16.020 - Qualifications.

Any person appointed to the office of Senior Citizens' Center Director shall be chosen on the basis of his or her executive and administrative qualifications with special reference to his or her actual experience in, or knowledge of, accepted practices in the administration of projects designed for senior citizens.
(Ord. 1808 § 1 (part), 1976: prior code § 1-24-2)

2.16.030 - Appointment—Compensation.

The Senior Citizens' Center Director shall be appointed by the City Manager and confirmed by the mayor and City Council, and shall receive such compensation as is fixed by the City Council.
(Ord. 1808 § 1 (part), 1976: prior code § 1-24-4)

2.16.040 - Duties.

The Senior Citizens' Center Director shall perform such duties as may be prescribed by the City Manager and by this Code.
(Ord. 1808 § 1 (part), 1976: prior code § 1-24-3)

2.16.050 - Assistants and clerks.

The Senior Citizens' Center Director may be allowed such assistants or clerks as in the judgment of the City Manager may be necessary, the compensation of such assistants or clerks to be fixed and determined from time to time by the City Council.
(Ord. 1808 § 1 (part), 1976: prior code § 1-24-5)

2.16.060 - Bond.

No special bond shall be required of any person filling the position of Senior Citizens' Center Director.
(Ord. 1808 § 1 (part), 1976: prior code § 1-24-6)

SECTION PROPOSED TO BE REPEALED

2.60.030 - Records Management Committee—Established—Composition.

A records management committee is hereby established and shall be composed of the following (or their respective designees):

(A) The City Manager;

(B) The City Attorney;

(C) The City Clerk;

(D) The City Auditor;

(E) The Director of Finance and Business Services;

(F) The Director of Public Works;

(G) The Director of Information Technologies;

(H) The Director of Detention and Enforcement; and

(I) The Municipal Court Administrator.

(Ord. 6026 § 1, 2009: Ord. 5973 § 1, 2008: Ord. 3355 § 11, 1988)

City of Las Vegas Agenda Item No.: **47.**

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

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2013-13 - Adopts an updated Housing 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 2001 the City Council adopted the Housing Element of the Las Vegas 2020 Master Plan. This bill will formally adopt the most recent update, which is scheduled to be approved by Council vote on March 20, 2013.

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. 2013-13

BILL NO. 2013-13

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AN UPDATED HOUSING ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Adopts an updated Housing 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 "Housing Element," the essential contents of which were approved by the City Council on March 20, 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 Housing Element of the Las Vegas 2020 Master Plan, and shall replace and supersede the previous version of the Housing Element that was adopted on July 18, 2001, by means of Ordinance No. 5338.

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 3-5-13
_____
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.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2013-14 - Updates the City's licensing regulations by creating two new alcoholic beverage license categories (beer and wine room and ancillary brew pub) and prohibiting restricted gaming at an establishment where a beer and wine room alcoholic beverage license is held. Sponsored by: Councilman Bob Beers

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will create two new alcoholic beverage license categories (beer and wine room and ancillary brew pub) and prohibit restricted gaming at an establishment where a beer and wine room alcoholic beverage license is held.

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. 2013-14
2. Business Impact Statement

BILL NO. 2013-14

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S LICENSING REGULATIONS BY CREATING TWO NEW ALCOHOLIC BEVERAGE LICENSE CATEGORIES (BEER AND WINE ROOM AND ANCILLARY BREW PUB) AND PROHIBITING RESTRICTED GAMING AT AN ESTABLISHMENT WHERE A BEER AND WINE ROOM ALCOHOLIC BEVERAGE LICENSE IS HELD, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Beers

Summary: Updates the City's licensing regulations by creating two new alcoholic beverage license categories (beer and wine room and ancillary brew pub) and prohibiting restricted gaming at an establishment where a beer and wine room alcoholic beverage license is held.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 80, reading as follows:

6.50.080: A beer and wine room alcoholic beverage license authorizes the sale of beer and wine only for consumption on the premises where the same are sold.

SECTION 3: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 85, reading as follows:

6.50.085: (A) An ancillary brew pub alcoholic beverage license authorizes the manufacture and sale of malt beverages at an establishment provided that the owner or operator of such establishment maintains in a primary capacity, at the same location, one of the following licenses:

(1) A tavern alcoholic beverage license pursuant to LVMC 6.50.240;

(2) A tavern-limited alcoholic beverage license pursuant to LVMC 6.50.250; or

(3) A beer/wine room alcoholic beverage license pursuant to LVMC

6.50.080.

(B) An ancillary brew pub alcoholic beverage license shall only be issued subject to the following conditions:

(1) That the manufacture and sale of the malt beverages produced at the location shall comply with all relevant State and Federal laws regarding the manufacture and sale of malt beverages; and

(2) The manufacture and sale of malt beverages may only occur as an ancillary activity to the activities permitted by the primary license. The sale of the malt beverages manufactured shall not exceed 49% of the total gross sale of food and beverages at the establishment.

(3) Prior to issuance of an ancillary brew pub license by the City, the applicant shall present proof of State licensure of the establishment as a brew pub.

(C) Any brew pub/tavern license in existence prior to the adoption of the ordinance codified in this Section may continue to operate as currently licensed unless the operation of the establishment is discontinued for a period of greater than twelve consecutive months. Upon the expiration of a period of discontinuance for greater than twelve months, the establishment must obtain and maintain alcoholic beverage licenses pursuant to the applicable regulations then in effect.

SECTION 4: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.360: Each licensee shall pay to the Department in advance, the semiannual license fees set forth in the following schedule:

License Category	**Semiannual License Fee (Dollars)**
Alcoholic beverage caterer	$500.00
Ancillary lounge bar	1,200.00
Ancillary brew pub	500.00 or 1% of gross sales, whichever is greater
Banquet or event establishment	500.00
Beer/wine/cooler cultural event on-sale	150.00
Beer/wine/cooler on-sale	300.00
Beer/wine/cooler off-sale	300.00

Beer/wine/cooler on-off sale	600.00
[Brew/pub/tavern]	[1,200.00]
Beer and wine room	700.00
Plus: fee for each additional bar	400.00
Convention facility	1,200.00
General on-sale	1,200.00
General on-sale (beer and wine)	500.00
Gift basket limited	300.00
Gift shop limited	500.00
Grocery store or mega store internet sale	500.00
Instructional wine making facility	600.00
Keg beer	200.00
Liquor manufacturer	1,000.00
Nonprofit club general on-sale	200.00
Nonprofit club restaurant service bar	100.00
Package	750.00
Permanent trade show facility	2,400.00
Restaurant service bar	600.00
Supper club	800.00
Plus: fee for each additional bar	750.00
Tavern (one bar)	1,200.00
Plus: fee for each additional bar	900.00
Tavern-limited	800.00
Plus: fee for each additional bar	500.00
Urban lounge	1,000.00
Plus: fee for each additional bar	750.00
Wholesale general	1,000.00
Wine, beer, cordial, liqueur tasting	600.00

Each time-limited special event general licensee shall pay the following license fee for each day (or for each event, in the case of a multi-day event): One hundred dollars, plus seventy-five dollars for

each additional bar.

Each time-limited special event beer/wine/cooler licensee shall pay the following license fee for each day (or for each event, in the case of a multi-day event): Fifty dollars, plus twenty-five dollars for each additional bar.

SECTION 5: Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

License Category	**Origination Charge (Dollars)**
Alcoholic beverage caterer	$4,000.00
Ancillary lounge bar	40,000.00
Banquet or event establishment	20,000.00
Beer/wine/cooler cultural event on-sale	500.00
Beer/wine/cooler on-sale	2,500.00
Beer/wine/cooler off-sale	2,500.00
Beer/wine/cooler on-off sale	5,000.00
[Brew/pub/tavern]	[75,000.00]
Beer and wine room	7,500.00
Convention facility	75,000.00
General on-sale	75,000.00
General on-sale (beer and wine)	20,000.00
Gift basket limited	1,000.00
Gift shop limited	4,000.00
Grocery store or mega store internet sale	2,500.00
Instructional wine making facility	2,500.00
Keg beer	4,000.00
Liquor manufacturer	10,000.00
Nonprofit club general on-sale	2,000.00

Nonprofit club restaurant service bar	1,000.00
Package	40,000.00
Permanent trade show facility	60,000.00
Restaurant service bar	30,000.00
Supper club	40,000.00
Tavern	75,000.00
Tavern-limited	20,000.00
Urban lounge	50,000.00
Wholesale general	10,000.00
Wine, beer, cordial, liqueur tasting	2,000.00

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed into the City, the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sole, transferred to a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 6: Ordinance No. 6232 and Title 6, Chapter 40, Section 155, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 6.40.155 reads as follows:

6.40.155: (A) The City Council may deny any application for a gaming license if it deems the place or location for which the license is sought to be unsuitable for the conduct of gaming.

(B) No restricted gaming shall be conducted, maintained or operated in the following places or locations:

(1) Laundromats;

(2) Bakeries, donut shops and any other retail location, except as otherwise provided in LVMC 6.40.140 and 6.40.150;

(3) Movie theaters and professional offices;

(4) Fast food establishments;

(5) Hotels with a lounge bar license;

(6) Locations within the Downtown Entertainment Overlay District, as described in LVMC 19.10.120; [and]

(7) Establishments at which a person holds a tavern-limited license[.]; and

(8) Beer and wine rooms.

(C) Locations listed in Subsection (B) that are licensed for gaming as of the date this section (or any amendment thereto) was adopted may be allowed to continue their licenses so long as the nature and character of the business at the location does not materially change.

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.

SECTION 8: 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 9: 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:

_____ 3/5/13
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. 2013-14
(Updates the City's licensing regulations by creating two new alcoholic beverage license categories (beer and wine room and ancillary brew pub) and prohibiting restricted gaming at an establishment where a beer and wine room alcoholic beverage license is held)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2013-14, that would update the City's licensing regulations by creating two new alcoholic beverage license categories (beer and wine room and ancillary brew pub) and prohibiting restricted gaming at an establishment where a beer and wine room alcoholic beverage license is held.

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 is not anticipated to have a materially different impact on businesses than existing regulations, and those licensees that currently possess a pub/tavern alcoholic beverage license will not be required to convert such license to an ancillary brew pub liquor license

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:

New licensing categories available at potentially lower cost than under those currently available

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:

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:

The City cannot estimate the total annual amount for the following reasons.

–The proposed ordinance proposes to add a new type of alcoholic beverage license, beer and wine room, which will require an initial payment of $7,500.00 at the issuance of the license and a license fee of $700.00 semi-annually. While the City believes that some persons will make application for such a license in the coming year, the City cannot estimate the number of licenses to be issued, thus cannot estimate the total amount of revenue to be collected.

–The ordinance also proposes to strike the pub/tavern alcoholic beverage license, which is the current license for the manufacture and sale of malt beverages, and proposes to add a new license for the manufacture and sale of malt beverages, the ancillary brew pub alcoholic beverage license. The prior license required an initial payment of $75,000.00 at the issuance of the license and a license fee of $1,200.00 semi-annually. The ancillary brew pub license does not require any initial payment at issuance of the license, but it does require the payment of the greater of $500.00 semi-annually or 1% of gross sales annually. While the City believes that some persons will make application for such a license in the coming year, the City cannot estimate the number of licenses to be issued, thus cannot estimate the total amount of revenue to be collected

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:

Any additional revenues from new fee categories will be used to offset enforcement costs and to replace potential revenues from existing categories.

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: March 5, 2013

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 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.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 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.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 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 1625 South Eastern Avenue for fees in the amount of $3,440 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $22,940. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O IGYA DEMIRCI & DAVID SADRI - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,440
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 Construction Group International to demolish front of building – falling mansard portion, and then secure and weather proof any exposed interior portions, board all open doors and windows, fence entire property with temporary chain link fencing, remove all graffiti, weeds, and debris. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $76,606.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $2,360 invoice for Construction Group International, $354 administrative fee, and $726 in reinspection fees (including late fees) for a total of $3,440 to be recorded immediately, and assess a maximum of $19,500 in daily civil penalties to be recorded on or after September 16, 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: March 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 1625 South Eastern Avenue for fees in the amount of $3,440 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $22,940. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O IGYA DEMIRCI & DAVID SADRI – Ward 3 (Coffin)

Construction Group International completed work on January 15, 2013 at a cost of $2,360. In addition, $726 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $3,440 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

1625 S. Eastern Ave. **Description: R-1 SFR/Vacant**

Major Cross Streets: Eastern/Oakey Zip Code: 89104

Foreclosure: No

Registration Status:
Meets Registration Status Yes_____ No: X
Registered: Yes_____ No_____
Lender Notified: Yes_____ No_____

Current Owner **Since**
David Sadri & Demirci Iga c/o Trustee Clark County Treasurers 9/1/2006

Case Opened: 8/30/2012
Notice & Order Issued: 9/5/2012
Case Closed: 1/15/2013

Certified Mail Receipt Signed By: Owner X Agent ____ Returned ____

# of Inspections Completed: Total (7); Failed (5) ; Status Check (1); Passed (1)

Abatement Started: 12/19/2012 **Abatement Completed: 1/15/2013**

Abatement of: Demolition of front of building with securing and weather proofing. Removal of all high grass/weeds, graffiti and securing of open doors and windows.

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT CONTRACT PRICE	$2,360.00	$0.00	$2,360.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$354.00	$0.00	$354.00
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$660.00	$0.00	$660.00
LATE FEES (10% of Inspection Fees):	$66.00	$0.00	$66.00
TOTAL OUT-OF-POCKET COSTS:	$3,440.00	$0.00	**$3,440.00**
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**
			$22,940.00

Property Value Per Zillow.com: $76,606.00 **As of: 2/10/2013**

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.

1625 SOUTH EASTERN AVENUE
CROSS STREETS - EASTERN//OAKEY

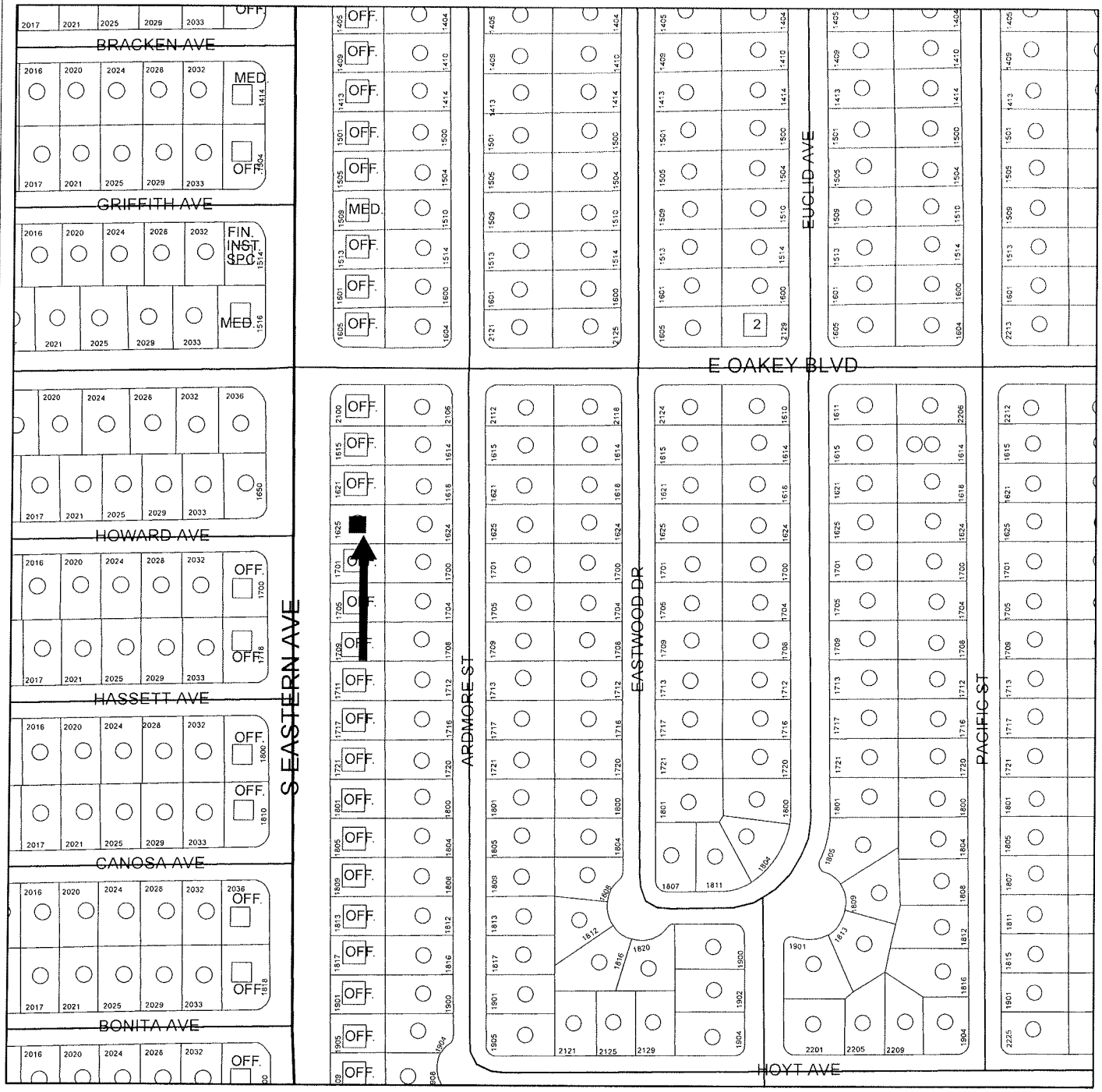
City of Las Vegas Vicinity Map

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
CITY OF LAS VEGAS

1625 SOUTH EASTERN AVENUE
CROSS STREETS - EASTERN//OAKEY

City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: February 28, 2013

Re: Report of Expenses for the abatement of nuisance located at 1625 South Eastern 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 demolishing front of building – falling mansard portion, and then securing and weather proofing any exposed interior portions, boarding all open doors and windows, fencing entire property with temporary chain link fencing, removing all graffiti, weeds, and debris. The abatement was completed by Construction Group International on January 15, 2013 at a cost of $2,360.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Demolish front of building – falling mansard portion, and then secure and weather proof any exposed interior portions.	$1,460.00
Board all open doors and windows.	$400.00
Fence entire property with temporary chain link fencing.	N/A
Remove all graffiti.	$100.00
Remove all weeds and debris.	$100.00
Remove asbestos.	$300.00
AMOUNT DUE:	$2,360.00
Administrative Processing Fee:	$354.00
Sub-Total:	$2,714.00
Reinspection Fees (w/late fees):	$726.00
TOTAL AMOUNT DUE:	**$3,440.00**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,500.00**
MAXIMUM TOTAL:	**$22,940.00**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O IGYA DEMIRCI
	DAVID SADRI
PROPERTY ABATED:	1625 South Eastern Avenue
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-01-310-202
LEGAL DESCRIPTION:	EASTWOOD TRACT #2
	PLAT BOOK 3 PAGE 84
	PT LOT 4 BLOCK 1

MWB:ld

Construction Group International
6255 McLeod Drive, Suite 19
Las Vegas, NV 89120

Disclosure of Principals

The principals and partners of *Construction Group International* and all persons and entities holding more than 1% interest in *Construction Group International* or any principal of *Construction Group International* are the following:

	Full Name	Business Address	Business Phone
1.	Mark A. Mansell	18684 142nd AVE NE BLDG. E Woodinville, WA 98072	425 487 2618
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Construction Group International

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 19th day of March, 2009.

Notary Public - State of Nevada
County of Clark
ROBIN A. TUTTLE
My Appointment Expires
No: 00-61974-1 December 16, 2011

_____
Notary Public in and for Clark County,
State of Nevada

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

MARCH 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, MARCH 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 **1625 South Eastern Avenue – Case No. 119094**. The Director of Building and Safety certifies that the sum of **$3,440.00** was expended and Civil Penalties in the sum of **$19,500.00** may be imposed for a total of **$22,940.00**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O IGYA DEMIRCI & DAVID SADRI – 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 # 119094

1625 S EASTERN AVE - Map # 02527-51 Parcel 16201310202

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
12000 DARBY AVE
NORTHRIDGE, CA 91326-1112

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: roof caved in on building.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: August 30, 2012

Ward: 3

Date Case Resolved: January 15, 2013

Source: CEO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location	Comments
AB-005: UAC 301.1 PERMITS REQUIRED			
9/5/12	COMPLIED 01/15/13	damaged roof and column front of building	OBTAIN STRUCTURAL ENGINEERS REPORT PROVIDING INTEGRITY OF BUILDING AND THEN PERMITS TO MAKE ALL REPAIRS
AB-006: 16.08.010 UDB SEC 403			
9/5/12	OPEN	damaged roof and column front of building	SECURE BUILDING AND PROPERTY BY MEANS OF TEMPORARY FENCING UNIT ALL REPAIRS ARE MADE TO BUILDING MAKING IT SAFE TO OCCUPY
AB-006D: 16.08.010 UDB SEC 302 (04)			
9/5/12	OPEN	damaged roof and column front of building	OBTAIN STRUCTURAL ENGINEERS REPORT PROVIDING INTEGRITY OF BUILDING AND THEN PERMITS TO MAKE ALL REPAIRS
AB-006E: 16.08.010 UDB SEC 302 (05)			
9/5/12	OPEN	damaged roof and column front of building	OBTAIN STRUCTURAL ENGINEERS REPORT PROVIDING INTEGRITY OF BUILDING AND THEN PERMITS TO MAKE ALL REPAIRS
AN-003: 9.04.010 (4) REFUSE & WASTE			
9/6/12	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			
9/6/12	OPEN	Entire Property	Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.
AN-008: 9.04.010 (7)(C) GRAFFITI			
9/6/12	OPEN	Building	Remove all graffiti from property and maintain free of graffiti at all times.

Chronology of Events:

September 04, 2012 **Insp#: 1320960**

33) Will get with 21 to see if building official can inspect and declare dangerous. Photo's in case.

September 05, 2012	**RESEARCH**

21)per MB & CK: do n&o, red tag building and caution tape area. N&O : need structural engineer report- trusses, before permit issued. also to be temp. fenced.

September 05, 2012	**OFFICER NOTE**

21)Sr.Inspector dwayne fuerhammer did damage assessment.scanned into case.

September 05, 2012	**RESEARCH**

21)possible number for owner/david 743-5306- no answer, left message- clv will be taking action on property must contact us.

September 05, 2012	**RESEARCH**

21)tele 323-876-2267/david- disconnected

September 05, 2012	**NOTICE AND ORDER PROCESSING**

21)refer to 33 for posting, mailings done

September 05, 2012	**MERS INFORMATION RESEARCH**

33) Unable to locate any information in MERS by name or address.

September 05, 2012	**Insp#: 1322279**

21) sr inspector dwayne fuerhamer did a damage assessment/scanned.front support column was damaged by vehicle. he is requiring engineer review for structural integrity then permit to repair, no plans required.i will initiate a n&o to obtain review,permits to repair and a temporary fence securing property until the repairs are made.

September 05, 2012	**NOTICE AND ORDER ISSUED**

September 06, 2012	**Insp#: 1322926**

33) Posted Notice and Order along with Red tag on front window, also placed caution tape around affected area. Photo's taken. Added violations for refuse, graffiti and high vegetation and notified 21 to ammend Notice and order. Call back set for 09/17/12. Affidavit completed.

September 17, 2012	**RECORDED DOCUMENT**

Ld) Recorded N&O dated 9/5/12

September 17, 2012	**Insp#: 1323296**

33) No change to property, caution tape has been torn dorn possibly by storm waters, Notices still taped to front windows will move forward will do bid sheet. Appears transient is living in rear of the property. Photo's placed in EB.

September 18, 2012	**OFFICER NOTE**

33) After turning in case with abatement sheet, received back with note that read" Hold: CK looking at options"

September 18, 2012	**PHOTO & DOCUMENT ELECT MGT**

33) EB

November 28, 2012	**INSEPCTIN-ASST ADDN'L OFFICER**

31)Met 30)on site and surveyed damage-observed posting from Duane Feurhammer and direction from 30) requiring demo report. Spoke with Tony Guarino of options such as jacking the beam and post support.

November 28, 2012	**Insp#: 1328093**

33) Roof has become more damaged and closer to the ground, photo's taken and placed in case. Signs of transient encamping behind the property. All other violations still exist. E-mail to 21 and MB.

November 29, 2012	**REPORT PREPARATION**

31)Submitted demo report to Tony Guarino without pictures.

December 05, 2012	**ADMINSTRATIVE**

Requested additional paperwork from Weaver. Pending PO and award letter until paperwork received.

December 05, 2012	**ADMINSTRATIVE**
	Received additional paperwork from Weaver. PO requested. Pending MB approval.
December 12, 2012	**AWARD OF BID**
December 13, 2012	**PRE-ABATEMENT VIDEO**
	21)PHOTOS IN F DRIVE TONYS
December 13, 2012	**Insp#: 1361458**
December 17, 2012	**BID AWARDED TO CONTRACTOR**
	Received start date from #21. Award Letter sent and scanned.
December 17, 2012	**VIDEO REQUEST**
	Before video requested from #21
December 17, 2012	**AWARD OF BID**
January 14, 2013	**VIDEO REQUEST**
	After video request from #21
January 15, 2013	**POST-ABATEMENT VIDEO**
	21)photos in f drive tonys
January 15, 2013	**Insp#: 1370100**
	21)photos in f drive- tonys: damaged section of roof mansard removed- life/safety hazard,persons could get hurt underneath if it falls further.exposed under layment covered with pw to keep it weather tight. not approved for occupancy. yards clean, property - all doors/windows boarded. / close
January 22, 2013	**PHONE CALL**
	21)owner david called- said he was in process of repairing. i explained we sent notices to the darby address and david stated he did receive them. i told him i wished he would have contacted us. david said he will pay the bill.
January 22, 2013	**PHONE CALL**
	21)owner david called- said he was in process of repairing. i explained we sent notices to the darby address and david stated he did receive them. i told him i wished he would have contacted us. david said he will pay the bill. tele 818-749-8764
February 07, 2013	**ADMINSTRATIVE**
	Recorded and scanned invoice. File given to #19

APN 162-01-310-202

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O IGYA DEMIRCI
DAVID SADRI
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**162-01-310-202**
Commonly known as:	**1625 South Eastern Avenue**
Legal Description:	**EASTWOOD TRACT #2**
	PLAT BOOK 3 PAGE 84
	PT LOT 4 BLOCK 1

On **January 15, 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 **$3,440.00** 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 **$19,500.00** 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 **March 20, 2013** ordered the above Actual Cost in the amount of **$3,440.00**, 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 **$19,500.00** be assessed against the property by recording a Lien of Assessment on or after **September 16, 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 #119094

APN 162-01-310-202

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O IGYA DEMIRCI
DAVID SADRI
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-01-310-202**
Commonly known as: **1625 South Eastern Avenue**
Legal Description: **EASTWOOD TRACT #2**
PLAT BOOK 3 PAGE 84
PT LOT 4 BLOCK 1

On **January 15, 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 **$19,500.00** 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 **March 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.

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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 #119094

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 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 1405 Joshua Way for fees in the amount of $1,927 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $21,577. PROPERTY OWNER: GERALDINE S. BROWN - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,927
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 Construction Group International to remove abandoned vehicle, trash, debris, dead tree limbs, 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 $47,344.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $700 invoice for Construction Group International, $105 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $1,927 to be recorded immediately, and assess a maximum of $19,650 in daily and failed civil penalties to be recorded on or after August 12, 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: March 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 1405 Joshua Way for fees in the amount of $1,927 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $21,577.
PROPERTY OWNER: GERALDINE S. BROWN – Ward 3 (Coffin)

Construction Group International completed work on January 31, 2013 at a cost of $700. In addition, $1,122 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $1,927 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: 1405 Joshua Way **Description: R-1 SFD/Vacant**

Major Cross Streets: 15th/Fremont Zip Code: 89101

Foreclosure: No

Registration Status:
Meets Registration Status Yes_____ No: X
Registered: Yes_____ No_____
Lender Notified: Yes_____ No_____

Current Owner	**Since**
Geraldine Brown	12/1/2007

Case Opened: 06/05/2012
Notice & Order Issued: 8/1/2012
Case Closed: 1/23/2013

Certified Mail Receipt Signed By: Owner ____ Agent ____ Returned X

# of Inspections Completed: Total (10); Failed (7) ; Status Check (2); Passed (1)

Abatement Started: 01/10/2013 **Abatement Completed: 1/31/2013**

Abatement of: Removed all refuse, waste, high grass/weeds, dead limbs from tree, and removal of abandoned Ford Bronco.

OUT-OF-POCKET COSTS	**ASSESSED**	**PAID**	**OUTSTANDING**
ABATEMENT CONTRACT PRICE	$700.00	$0.00	$700.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$105.00	$0.00	$105.00
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$1,020.00	$0.00	$1,020.00
LATE FEES (10% of Inspection Fees):	$102.00	$0.00	$102.00
TOTAL OUT-OF-POCKET COSTS:	$1,927.00	$0.00	**$1,927.00**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 lst 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			**$21,577.00**

Property Value Per Zillow.com: $47,344.00 **As of: 2/10/2013**

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.

1405 JOSHUA WAY
CROSS STREETS - 15TH STREET//FREMONT

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

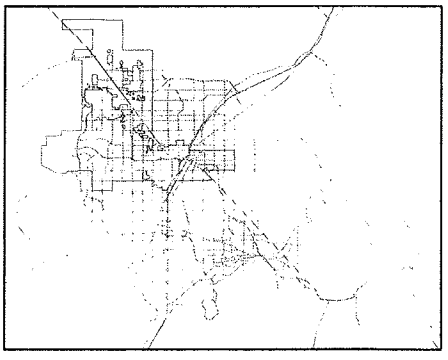
PLANNING & DEVELOPMENT

1405 JOSHUA WAY
CROSS STREETS - 15TH STREET//FREMONT

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: February 28, 2013

Re: Report of Expenses for the abatement of nuisance located at 1405 Joshua Way - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing abandoned vehicle, trash, debris, dead tree limbs, high and dead vegetation, and applying herbicide. The abatement was completed by Construction Group International on January 31, 2013 at a cost of $700.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove blue and white Ford Bronco.	$100.00
Remove all trash and debris.	$400.00
Remove all high and dead vegetation and apply herbicide.	$100.00
Remove dead tree limbs.	$100.00
AMOUNT DUE:	$700.00
Administrative Processing Fee:	$105.00
Sub-Total:	$805.00
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$1,927.00**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,650.00**
MAXIMUM TOTAL:	**$21,577.00**
OWNER OF RECORD	GERALDINE S. BROWN
PROPERTY ABATED:	1405 Joshua Way
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-35-411-020
LEGAL DESCRIPTION:	LV DEV CO ADD RESUB BLKS 16, 17 &
	18 LADD ADD
	PLAT BOOK 2 PAGE 51
	LOT 11 BLOCK D

MWB:ld

Construction Group International
6255 McLeod Drive, Suite 19
Las Vegas, NV 89120

Disclosure of Principals

The principals and partners of *Construction Group International* and all persons and entities holding more than 1% interest in *Construction Group International* or any principal of *Construction Group International* are the following:

	Full Name	Business Address	Business Phone
1.	Mark A. Mansell	18684 142nd AVE NE BLDG. E Woodinville, WA 98072	425 487 2618
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Construction Group International

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 19th day of March, 2009.

Notary Public - State of Nevada
County of Clark
ROBIN A. TUTTLE
My Appointment Expires
December 16, 2011
No: 00-61974-1

_____
Notary Public in and for Clark County,
State of Nevada

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

MARCH 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, MARCH 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 **1405 Joshua Way – Case No. 115223**. The Director of Building and Safety certifies that the sum of **$1,927.00** was expended and Civil Penalties in the sum of **$19,650.00** may be imposed for a total of **$21,577.00**. Owner of record at time of abatement: **GERALDINE S. BROWN – 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 # 115223

1405 JOSHUA WAY - Map # 02426-82 Parcel 13935411020

Owner Information:

BROWN GERALDINE S
1405 JOSHUA WY
LAS VEGAS, NV 89101-5322

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: We recently received word from swing shift patrol units that at 1405 Joshua Way APN# 139-35-411-020 that the owner has recently passed away and that the exterior conditions of the house are unkempt and was a hoarder. Currently the person who reported this lives at 1402 Joshua and has a key to the house if you may need it. Please keep me posted regarding this matter.

Thank you,
Maria Fulwiler
D.T.A.C./C.O.P.
401-8465

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 05, 2012

Ward: 3

Date Case Resolved: January 23, 2013

Source: MTRO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AN-003: 9.04.010 (4) REFUSE & WASTE
6/6/12 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
6/6/12 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
6/6/12 OPEN Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

AZ1-7A237J: 19.12.010(6A) VEH INOP 1 ALLOW
6/6/12 OPEN Driveway
One inoperable vehicle allowed for up to 60 days if under repair. Advise of intent or remove. Remove Blu / whi Ford Bronco NV/BU2044, or prove operability.
One inoperable vehicle allowed for up to 60 days if under repair. Advise of intent or remove. Remove Blue / White Ford Bronco NV/BU2044, or prove operability.

AZ1-7A237R: 19.12.010(11) VEHICLE INSP/ENF
6/6/12 OPEN Driveway
Provide proof of ownership of all vehicles to officer. Prove ownership and operability.

Chronology of Events:

June 06, 2012 **Insp#: 1280310**

33) Will mail notice to house with forward requested in case of family, call back set for 06/21/12. No 1402 located on street, unable to locate neighbor with keys, lots of news papers and trash around property and could see refuse in house through rear, house is secure.

June 06, 2012 **CORRECTION NOTICE ISSUED**

June 21, 2012 **Insp#: 1280649**

33) No change in property, failed inspection, will start research and see if can locate next of kin, or public administrator, to go to next step. Photo's taken.

June 21, 2012 **CORRECTION NOTICE ISSUED**

July 31, 2012 **RECORDERS RESEARCH**

33) Research found only that husband was deceased and no other recorded documents on the property except lien by city for sewer bill.

July 31, 2012 **SEWER INFORMATION RESEARCH**

33) Research attached.

July 31, 2012 **MERS INFORMATION RESEARCH**

33) No information found in MERS.

July 31, 2012 **TREASURER INFORMATION RESEARCH**

33) Treasures resurearch attached.

July 31, 2012 **OFFICER NOTE**

33)Internet search conducted owner is supposed to be deceased per METRO, was unable to verify over internet, unable to find in the obituaries or threw web by name. Found deceased Michael but not female. Called County Probate, counld not find name on role.

July 31, 2012 **NOTICE AND ORDER PROCESSING**

33) Prpared case for Notice and Order.

July 31, 2012 **NOTICE AND ORDER REQUEST**

33)Case to 21 requesting Notice and Order.

August 01, 2012 **NOTICE AND ORDER PROCESSING**

21) refer to 33 for posting mailing done

August 01, 2012 **RECORDED DOCUMENT**

Ld) Recorded N&O dated 8/1/12

August 01, 2012 **NOTICE AND ORDER ISSUED**

August 02, 2012 **PHOTO & DOCUMENT ELECT MGT**

33) EB

August 02, 2012 **Insp#: 1288207**

33) Posted Notice and Order on front window, is a NV Energy cut off notice on door handle, Took photo's, and also spoke with neighbor at 1408, robin, who knew owner, she advised the owner passed away 3 months away, she advised that her and husband haad no family that she knew of. Affidavit completed call back set for 08/13/12.

August 13, 2012 **PHOTO & DOCUMENT ELECT MGT**

33) EB

August 13, 2012 **Insp#: 1307762**

33) No change, notice removed from the front window, will do abatment sheet and start abatement process, phot's taken.

August 14, 2012	**BID REQUEST BY OFFICER**
	33) Prepared Bid sheet for 21, case forwarded for bids.
August 15, 2012	**NOTICE AND ORDER PROCESSING**
	21)refer file to office staff JR for bids to abate- tow ford bronco , remove trash,dead veg and to cut overhanging dead tree branches.
August 16, 2012	**BID PREPERATION**
	Bid prep
August 16, 2012	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 8/23
August 28, 2012	**BID RECEIVED**
	Recorded & scanned bids received: 1)CGI=$700; 2)Weaver=$1470
August 28, 2012	**ADMINSTRATIVE**
	Bid approval given to #21
August 28, 2012	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #33 for posting.
August 28, 2012	**10 DAY BEFORE ABATEMENT NOTICE**
August 29, 2012	**Insp#: 1311689**
	33) Posted 10 day before abatement, appears someone was starting to clean weeds then stopped, no other changes to residence, posted notice on front window, affidavit completed and photo's taken. Call back set for 09/10/12.
September 10, 2012	**Insp#: 1319707**
	33) Abatement for removed from front window, no change in the property. Will do research and turn case over to 21.
September 13, 2012	**CORRESPONDENCE RECEIVED/SENT**
	33) Scanned regular mail received back marked deceased dated 08/31/12 and 08/02/12. Placed in case file.
September 13, 2012	**MERS INFORMATION RESEARCH**
	33) No information located in MERS.
September 13, 2012	**RESEARCH**
	33) No change in Clark COunty Records.
September 13, 2012	**RECORDERS RESEARCH**
	33) Only new items recorded is lien from water district.
September 13, 2012	**PROCEED WITH ABATEMENT**
	33) All research conducted and mail returned, owner is deceased, unable to locate any next of kin, have checked with Clark county probate who have no case, case forwarded to 19 for abatement.
September 18, 2012	**PHOTO & DOCUMENT ELECT MGT**
	33) EB
December 10, 2012	**RECORDERS RESEARCH**
	33) No new recorded Documents.
December 10, 2012	**TREASURER INFORMATION RESEARCH**
	33) No change in the information and shows still in owners name and less than $200 owed in taxes.

December 10, 2012	**OFFICER NOTE**	
	33) No ownership changes on assessors page.	
December 10, 2012	**PHOTO & DOCUMENT ELECT MGT**	
	33) EB	
December 10, 2012	**Insp#: 1324514**	
	33) Photo's taken and case information updated and referred to 21.	
December 13, 2012	**ADMINSTRATIVE**	
	PO requested. Pending MB approval	
January 07, 2013	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to CGI	
January 07, 2013	**VIDEO REQUEST**	
	Before Video Request from #21	
January 07, 2013	**AWARD OF BID**	
January 09, 2013	**PRE-ABATEMENT VIDEO**	
	21)photos in f drive tonys	
January 14, 2013	**OFFICER NOTE**	
	21)photos in f drive tony- junked bronco on driveway, debris all yards. refer for contractor CGI to abate on 1/10	
January 14, 2013	**Insp#: 1366818**	
	33) Moved 21's notes on scene with contractor who was confronted when they arrived by a W/M in 50's, Bro jacket, Bro Knit beenie, and blu jeans, when I arrived all doors secured, rear door had been baricaded. called Metro and awaited officer, contractor on site working. Metro arrived on scene after closing and clearing first call with not responding, Officers knocked on door got no response, refused to make entry and go any further. Advised contractor any further problems call METRO and 21.	
January 22, 2013	**VIDEO REQUEST**	
	After video requested from #21	
January 23, 2013	**Insp#: 1393177**	
	21) Property cleaned, photo's taken and placed in case. Photos in f drive work completed by CGI.	
January 24, 2013	**POST-ABATEMENT VIDEO**	
	21)photos in f drive	
January 26, 2013	**Insp#: 1379884**	
	21) All violations remain, pictures taken for pre-abatement.	
February 07, 2013	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #19	

APN 139-35-411-020

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **GERALDINE S. BROWN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-411-020**
Commonly known as: **1405 Joshua Way**
Legal Description: **LV DEV CO ADD RESUB BLKS 16, 17 & 18 LADD ADD PLAT BOOK 2 PAGE 51 LOT 11 BLOCK D**

On **January 31, 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 **$1,927.00** 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 **March 20, 2013** ordered the above Actual Cost in the amount of **$1,927.00**, 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 12, 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 #115223

APN 139-35-411-020

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **GERALDINE S. BROWN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-411-020**
Commonly known as: **1405 Joshua Way**
Legal Description: **LV DEV CO ADD RESUB BLKS 16, 17 & 18 LADD ADD PLAT BOOK 2 PAGE 51 LOT 11 BLOCK D**

On **January 31, 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 **March 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 #115223

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 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 712 West Adams Avenue for fees in the amount of $2,792 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $22,292. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O JOHN E. LANGSTON - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,792
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, fallen tree, high grass and weeds, and apply herbicide. To date, there have been twelve (12) inspections conducted at this location. The estimated value of the property based on Zillow.com is $38,709.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,280 invoice for Weaver Construction, $192 administrative fee, and $1,320 in reinspection fees (including late fees) in the amount of $2,792, and assess a maximum of $19,500 in daily civil penalties for a total of $22,292 to be recorded immediately.

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 Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 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 712 West Adams Avenue for fees in the amount of $2,792 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $22,292. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O JOHN E. LANGSTON – Ward 5 (Barlow)

Weaver Construction completed work on December 12, 2012 at a cost of $1,280. In addition, $1,320 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $2,792 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: 5 Councilman Barlow

712 W. Adams Av. **Description: R-1 SFR/Vacant**

Major Cross Streets: H/Washington Zip Code: 89106

Foreclosure: No

Registration Status:
Meets Registration Status Yes_____ No: X
Registered: Yes_____ No_____
Lender Notified: Yes_____ No_____

Current Owner **Since**
John Langston / Clark County Treasurer Trustee 3/17/2011

Case Opened: 11/20/2011
Notice & Order Issued: 12/6/2011
Case Closed:12/18/2012

Certified Mail Receipt Signed By: Owner____ Agent____ Returned X

# of Inspections Completed: Total (12); Failed (9) ; Status Checks (2); Passed (1)

Abatement Started: 12/12/2012 **Abatement Completed: 12/12/2012**
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	$1,280.00	$0.00	$1,280.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$192.00	$0.00	$192.00
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$1,200.00	$0.00	$1,200.00
LATE FEES (10% of Inspection Fees):	$120.00	$0.00	$120.00
TOTAL OUT-OF-POCKET COSTS:	$2,792.00	$0.00	**$2,792.00**
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			**$22,292.00**

Property Value Per Zillow.com: $38,709.00 **As of: 2/10/2013**

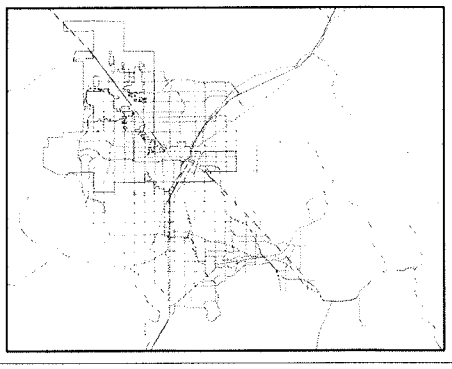
STAFF RECOMMENDATION:
THAT THE CITY COUNCIL APPROVE THE EXPENSE REPORT AND ASSESS ALL OUT-OF-POCKET EXPENSES AND CIVIL PENALTIES AS A LIEN AGAINST THE PROPERTY.

712 WEST ADAMS AVENUE
CROSS STREETS - H STREET//WASHINGTON

City of Las Vegas Vicinity Map

N

0 220 440 880 Feet

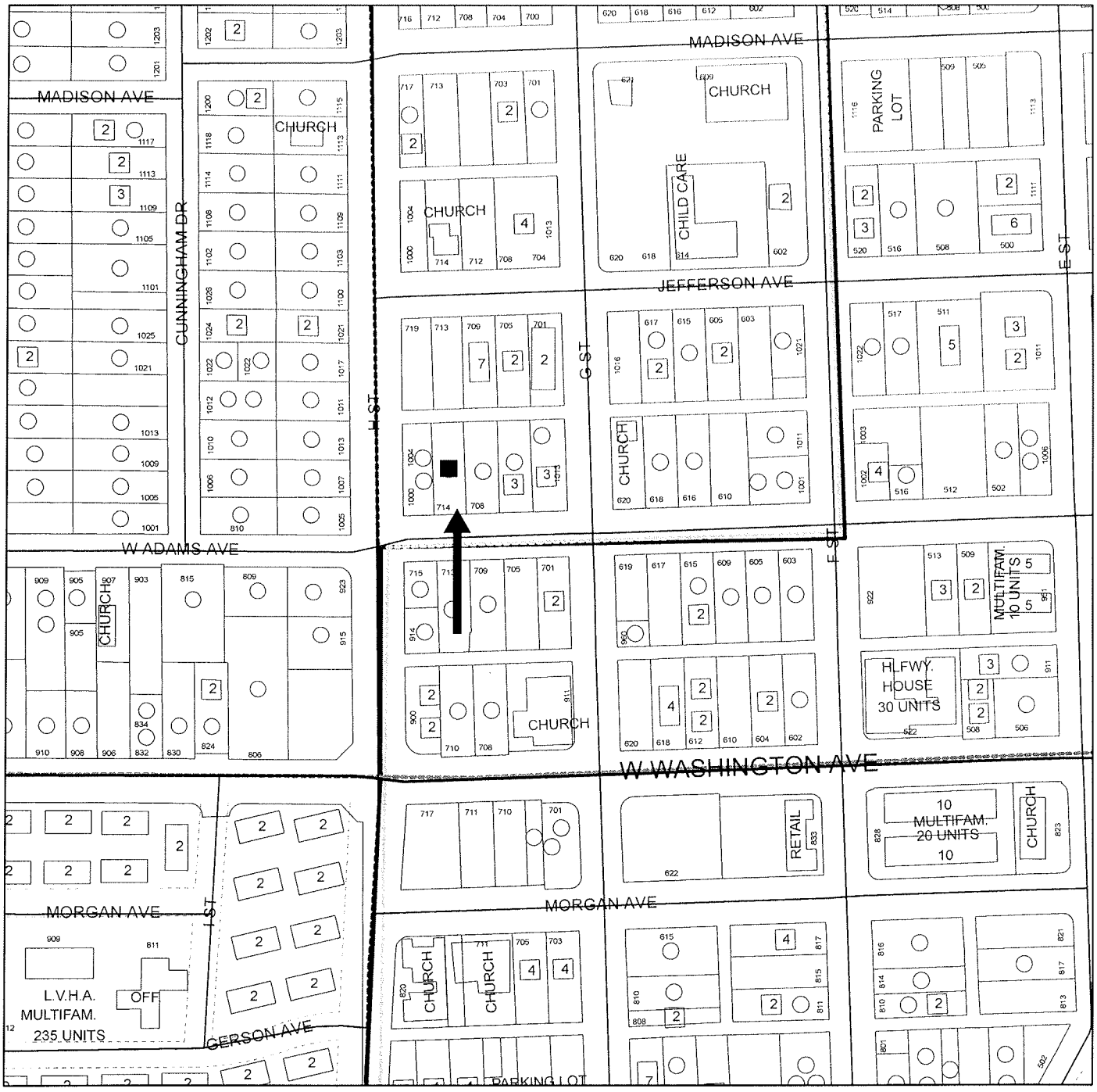


GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

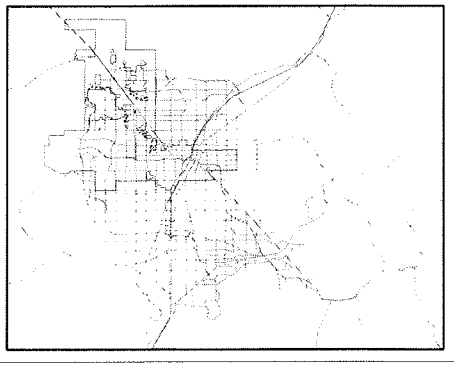
712 WEST ADAMS AVENUE
CROSS STREETS - H STREET//WASHINGTON

City of Las Vegas Vicinity Map



N

0 125 250 500 Feet



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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: February 28, 2013

Re: Report of Expenses for the abatement of nuisance located at 712 West Adams Avenue - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, fallen tree, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on December 12, 2012 at a cost of $1,280.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$870.00
Remove all trash, debris, and fallen tree.	$225.00
Remove all high grass and weeds, and apply herbicide.	$185.00
AMOUNT DUE:	$1,280.00
Administrative Processing Fee:	$192.00
Sub-Total:	$1,472.00
Reinspection Fees (w/late fees):	$1,320.00
TOTAL AMOUNT DUE:	**$2,792.00**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,500.00**
MAXIMUM TOTAL:	**$22,292.00**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O JOHN E. LANGSTON
PROPERTY ABATED:	712 West Adams Avenue
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-27-210-083
LEGAL DESCRIPTION:	H F M & M ADD
	PLAT BOOK 1 PAGE 47
	LOT 3 BLOCK 31

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

MARCH 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, MARCH 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 **712 West Adams Avenue – Case No. 107891**. The Director of Building and Safety certifies that the sum of **$2,792.00** was expended and Civil Penalties in the sum of **$19,500.00** may be imposed for a total of **$22,292.00**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O JOHN E. LANGSTON – Ward 5 (Barlow)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
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 # 107891

712 W ADAMS AVE - Map # 02325-41 Parcel 13927210083

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
712 W ADAMS AVE
LAS VEGAS, NV 89106-3325

Zoning Information: R-3(MEDIUM DENSITY RESIDENTIAL)

Case Comments: Refuse and waste

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: November 20, 2011

Ward: 5

Date Case Resolved: February 10, 2013

Source: CEO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
12/2/11	OPEN	Property
Please board/secure property to City of Las Vegas specifications and maintain at all times.		
AB-006L: 16.08.010 UDB SEC 302 (12)		
12/2/11	OPEN	Property
Please board/secure property to prevent a harbor for vagrants or an attractive nuisance to children.		
AB-008I: HC-SEC 701.2 ELECTRICAL EQUIP		
12/2/11	OPEN	Property
Please connect to legal power to be able to live in building.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
11/20/11	OPEN	Property
Please removed all refuse and waste in all yards including the fallen tree in front yard.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
12/2/11	OPEN	Property
Please cut/remove all high weeds over 8 inches in height within public view and maintain at all times.		

Chronology of Events:

November 20, 2011 **CORRECTION NOTICE ISSUED**

November 20, 2011 **Insp#: 1202777**

36) Tree fallen in front yard. Issued correction notice to have cleaned up. I spoke to Tenisha 631-3999. She will have property cleaned.

December 02, 2011 **Insp#: 1202778**

36) The dead tree that had fallen over has been removed from front yard but still can be seen in side yard. There is a down tree in back yard and high weeds in back yard. There appears to be people living in this house with no power. I spoke to lady staying there and she indicated that she did not know the owners. I indicated that she needed to get power on the property and asked if she had a lease agreement that she could go down and get power on. She did not indicated she had one. I am adding open and accessible to violations also.

December 04, 2011	**PHONE CALL**	
	Phone call to 642-1175 from Zaba search. Person that answered did not know a John Langston.	
December 05, 2011	**EMAIL SENT OR RECEIVED**	
	Emailed Eric with BAC and safeguard to see if this property is under their control.	
December 06, 2011	**NOTICE AND ORDER PROCESSING**	
	21)refer file to 36 for posting all mailngs done to cc	
December 06, 2011	**NOTICE AND ORDER ISSUED**	
December 09, 2011	**Insp#: 1207554**	
	36) 12-9 No one answered the door. POSTED NOTICE AND ORDER on front door. Violations still present. Took pictures.	
December 14, 2011	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 12/6/11	
December 24, 2011	**Insp#: 1210209**	
	36) 12-24 Inspection failed inspection. House is still open and accessible, high weeds, refuse and waste. Took pictures. I will prepare abatement bid sheet for 21) to review.	
December 31, 2011	**MERS INFORMATION RESEARCH**	
	No MERS information found.	
December 31, 2011	**SEWER INFORMATION RESEARCH**	
	Sewer shows one lien with owners information same as Assessors information.	
December 31, 2011	**RECORDERS RESEARCH**	
	No default found in Recorders files.	
December 31, 2011	**CORRESPONDENCE RECEIVED/SENT**	
	Both Safeguard and B of A are claiming no involvement with this property.	
January 03, 2012	**BID REQUEST BY OFFICER**	
	21)refer file to office staff jr for bids to abate	
January 04, 2012	**BID PREPERATION**	
	Bid prep	
January 04, 2012	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 1-9	
January 10, 2012	**BID RECEIVED**	
	Recorded & scanned bid received: 1)Lunas=$1105	
January 10, 2012	**ADMINSTRATIVE**	
	Bid approval given to #21	
January 10, 2012	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #36 for posting.	
January 10, 2012	**10 DAY BEFORE ABATEMENT NOTICE**	
January 13, 2012	**Insp#: 1216146**	
	36) 1-13 POSTED 10 DAY NOTICE BEFORE ABATEMENT. There was a homeless person inside that left when I approached the house and someone sitting in back under patio and she indicated that she did not live there but was just sitting. All violations still present. Took pictures.	

January 24, 2012	**ADMINSTRATIVE**
	Per #19; rebid
January 24, 2012	**BID PREPERATION**
	Bid prep.
January 24, 2012	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 1-30
January 28, 2012	**Insp#: 1222370**
	36) 1-28 Property is still open and accessible. Refuse and waste still present, high weeds still present. Vehicle has been removed. Homeless still present on property. Took pictures. I will forward to continue abatement.
February 01, 2012	**BID RECEIVED**
	Recorded & scanned bids received: 1)Weaver=$985; 2)Blast=$1500
February 01, 2012	**ADMINSTRATIVE**
	Bid approval given to #21
February 01, 2012	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #36 for posting.
February 03, 2012	**Insp#: 1227227**
	36) 2-3 Re-posted 10 DAY BEFORE ABATEMENT on property. All violations still present. Took pictrues.
February 18, 2012	**Insp#: 1230000**
	36) 2-18 There was a homeless person inside. Property is still open and accessible and refuse/waste. Took pictures. Failed inspection. I will send to Vicki to continue abatement.
February 19, 2012	**PHONE CALL**
	I called 355-3686 and left message for a John. I do not know if this is the correct John but I left message indicating if he owned house on Adams that he needed to contact Vicki Ozuna at her office number if he was going to board/secure and clean property. If he did not call the City would be getting contractor to do work.
February 19, 2012	**CORRESPONDENCE RECEIVED/SENT**
	Returned mail- certified retuen to sender, unclaimed unable to forward to 8980 Embroiderty cert number ending in 2567, dated 1-14-12. 712 Adams with Trustee clark county treasurer cert number ending in 9493 return to sender vacant unable to forward dated 2-4-12. Trusee clark county treasurer sent to 712 Adams cert number ending in 5563 returned to sender, vacant, unable to forward dated 1-12-12. Regular mail 10 day returned on 1-19-12 sent to 712 Adams retun to sender, vacant, unable to forward.
February 19, 2012	**RECORDERS RESEARCH**
	New Recorders information has Republic silver stat disposal lien as of 1-26-12.
February 19, 2012	**MERS INFORMATION RESEARCH**
	No MERS could be found.
February 19, 2012	**SEWER INFORMATION RESEARCH**
	No new sewer information.
February 19, 2012	**OFFICER NOTE**
	Forwarding to Vicki Ozuna to continue abatement.
March 05, 2012	**Insp#: 1235534**
	36) 3-5 No work has been done at this time. Took pictures. I will put in 19) queue.
May 30, 2012	**ADMINSTRATIVE**
	19) File misfiled in closed cases. Reviewing and having officer reinspect.

June 28, 2012	**PHONE CALL**	
	TD) CITZ CALLED TO COMPLAIN ABOUT THIS ABAN HOUSE; DRUG ACTIVITY AND VAGRANTS INSIDE THIS HOUSE; PLEASE INVESTIGATE.	
July 14, 2012	**OFFICER NOTE**	
	Property has additional windows broken and additional refuse and waste. All violations still present. Took pictures.	
July 15, 2012	**RECORDERS RESEARCH**	
	Records shows additional lien from Republic on this property dated 1-26-12	
July 16, 2012	**RESEARCH**	
	19) Whitepages identifies 8980 Embroidery Av. as address of John Langston, no phone on file.	
July 16, 2012	**PHONE CALL**	
	19) I called phone 355-3686 to see if this number belongs to the correct party.	
July 16, 2012	**ADMINSTRATIVE**	
	16) to post Notice and Order on site of 8980 Embroidery Av.	
July 17, 2012	**Insp#: 1240465**	
	16) Posted notice on wall by front door, House appears vacant (no furniture inside) Power is on, but I believe gas to be off. refer back to 19.	
October 30, 2012	**PHONE CALL**	
	ed) Received a telephone call from Metro (Event #121030-0925). House is in really bad shape and needs to be boarded.	
November 03, 2012	**RESEARCH**	
	36) Research White pages has a John E. Langston that at one time lived at 8980 Embroidery Ave. in Las Vegas. I believe this is the same John E. Langston that owns 712 Adams because there is an associated names also on White pages connected to the Embroidery ave address with a Georgi Langston who was the name of the original owner of 712 Adams. Sewer address of 8980 Embroidery Ave has a John E. Langston with telephone number of 355-3686. I have left a message with John to please return my phone call. As of today no calls have been returned. A different person now owns 8980 Embroidery and MERS records show Embroidery property was foreclosed on and is now completed. No other known address for John E. Langston. This property has a lien from the Clark County Treasurer's department dated 9-26-11. No default on file at this time. Last known bank has been received certifed mail of Notice and Order.	
November 03, 2012	**CORRESPONDENCE RECEIVED/SENT**	
	I received another email from METRO informing me they are still getting complants on this open and accessible house.	
November 03, 2012	**PHONE CALL**	
	I called the old sewer number for John E Langston at 8980 Embroidery ave(355-3686) and left message for him to return my call regarding this being last attempt before abatement of Adams property. I left my number.	
November 06, 2012	**REVIEW**	
	21)36) REVIEWED W/MB- APPORVED FOR CONTRACTOR ABATEMENT	
November 06, 2012	**ADMINSTRATIVE**	
	Spoke with Phyllis at Weaver Construction to see if she is still able to do abatement at bid price back in January. Phyllis requested JR to fax quote. Pending reply.	
November 19, 2012	**ADMINSTRATIVE**	
	PO Requested. Pending MB approval.	
December 05, 2012	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to Weaver.	
December 05, 2012	**VIDEO REQUEST**	
	Before video requested from #21	

December 05, 2012	**AWARD OF BID**
December 06, 2012	**PRE-ABATEMENT VIDEO**

21)START DATE- 12/12/12 WEAVERCONST.photos in f drive- tonys

December 06, 2012	**Insp#: 1299306**

21)pre photos in f drive- tonys- property open/accessible doors and windows. debris in all yards,weeds. refer for contrator abatement- weaver 12/12/12

December 17, 2012	**VIDEO REQUEST**

After video requested from #21

December 18, 2012	**POST-ABATEMENT VIDEO**

21) photos in f drive- tonys

December 18, 2012	**Insp#: 1365781**

21) photos f drive tonys: property now clean, secure. close case.

December 19, 2012	**ADMINSTRATIVE**

Recorded & scanned invoice. File given to #19

APN 139-27-210-083

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O JOHN E. LANGSTON
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-27-210-083**
Commonly known as: **712 West Adams Avenue**
Legal Description: **H F M & M ADD**
PLAT BOOK 1 PAGE 47
LOT 3 BLOCK 31

On **December 12, 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 **$2,792.00** 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 **$19,500.00** were levied against the property for violations(s) of Municipal Code 9.04.010 for a total charge in the amount of **$22,292.00** assessed against the property. The Las Vegas City Council, at a duly noticed public hearing held on **March 20, 2013** ordered the above charges in the amount of **$22,292.00**, be 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 #107891

City of Las Vegas Agenda Item No.: **54.**

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

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

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $4,075.70 in out of pocket costs, and $46,000 in daily and failed civil penalties for a total of $50,075.70 recorded against the property located at 1633 K Street. PROPERTY OWNER: FEDERAL NATIONAL MORTGAGE ASSOC - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
Today's hearing is a request from Heather Schutz, manager for Wells Fargo Bank, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on May 18, 2011. There was one abatement action conducted on this property March 7, 2011. The lien was recorded at Clark County Recorder's Office on May 25, 2011 for $2,998.50 in out of pocket costs, and $45,050 in daily civil penalties. In addition, there is a 4% tax roll fee for $1,921.94 and interest in the amount of $105.26 for a total of $50,075.70. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated January 23, 2013 from Heather Schutz, manager for Wells Fargo Bank, requesting the fees and civil penalties be waived. The estimated value of the property based on Zillow.com is $44,809.

RECOMMENDATION:
That the City Council deny the request for a waiver and/or reduction of fees.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Information Report
4. Location Maps
5. Staff Report
6. Notice of Public Hearing
7. Chronological Case Summary

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 20, 2013
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $4,075.70 in out of pocket costs, and $46,000 in daily and failed civil penalties for a total of $50,075.70 recorded against the property located at 1633 K Street. PROPERTY OWNER: FEDERAL NATIONAL MORTGAGE ASSOC – Ward 5 (Barlow)

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Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY
Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Code Enforcement Division
Attn: Michael Bouse, Manager
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 – Fax: 702-382-4341

2013 FEB -4 P 12:50
CODE ENFORCEMENT

Please type and/or print
Submit only one signed original

Date of Application: 1-23-13

Location and/or address of subject property:

Nearest major intersection: _____

Street Address: 1033 K Street

Parcel Number: 139218110666

Applicant's Address/Contact Information:
Name: Wells Fargo Home Mortgage
(please check the following the applies)
☐ Owner ☐ Purchaser ☐ Agent ☒ Other *(explain)* Servicer @ time of violation
Street Address/PO Box: 11200 W Parkland Ave
City: Milwaukee State: WI Zip Code: 53224
Phone No: 414-214-4841 E-mail: codeviolations@wellsfargo.com Fax No: 866-512-0757

Property Owner's Address/Contact Information: (if different from applicant):
Name: Wells Fargo Home Mortgage
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 50,075.70

Amount requested to be considered for waiving and/or reduced? $ 50,075.70

Signature of Applicant: Heather Schutz Date: 1/23/13
Heather Schutz / Manager Wells Fargo Bank N.A.
Signature of Owner: _____ Date: _____

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

REQUEST FOR A WAIVER AND/OR REDUCTION OF CIVIL PENALTIES APPLICATION

DESCRIBE WHY THE APPLICANT IS REQUESTING A WAIVER/REDUCTION:

THIS PROPERTY WAS OCCUPIED AS OF 06/22/10.

FINES ACCURED DURING THE TIME AS OF 11/21/10 TO 06/01/2011

NO ACTION FROM WELLS FARGO TO ADDRESS VIOLATION DUE TO THE PROPERTY WAS OCCUPIED.

DESCRIBE THE EXISTING CONDITION/SITUATION OF THE SUBJECT PROPERTY:

THE LAST INSPECTION WAS COMPLETED ON 12/23/12.

DESCRIBE THE IMMEDIATE PLANS FOR THE PROPERTY, INCLUDING ANY PLANNED IMPROVEMENTS:

PLEASE EMAIL

MCM-VIOLATION@MCBREO.COM FOR ANY QUESTIONS.

Consideration of Waiving Fees and/or Penalties
Information Sheet

Ward- 5 Barlow

Address: 1633 K St. **Description: MFD/Demolition**

Main Cross Streets: J/Owens

Requested By: Wells Fargo Home Mortgage - 1/22/2013

Foreclosure: Yes at the time of abatement Since:

Current Ownership: Vera Johnson 10/22/1998

Ownership at time of Abatement:

Vera Johnson

Registration Status:
Meets Registration Req. Yes___ No_X_
Registered: Yes___ No___
Lender Notified: Yes___ No__

Case Opened: 7/15/2010

Notice & Order Issued: 11/22/2010

Case Closed: 11/14/2011

Abatement Completed: 3/7/2011

City Council Hearing: 5/18/2011

Certified Mail Signed By:
Owner X
Agent
Returned

Abatement of: Boarding/Securing of all open doors and widows, removal of all high weeds/grass, refuse, waste, and dilapidated sheds from rear yard area.

# of Completed Inspections: Total (8); Failed (5); Status Check (2) Passed (1)

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT COST	$1,150.00	$0.00	$1,150.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatement Contract Price)	$172.50	$0.00	$172.50
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$660.00	$0.00	$660.00
LATE FEES (10% of Inspection Fees):	$66.00	$0.00	$66.00
Tax Roll 4% Fee	$1,921.94	$0.00	$1,921.94
Interest	$105.26	$0.00	$105.26
TOTAL OUT-OF-POCKET COSTS:	$4,075.70	$0.00	**$4,075.70**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 Ist Failure; $300 2nd Failure; $500 Each Failure Thereafter)	$950.00	$0.00	$950.00
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	$45,050.00	$0.00	$45,050.00
TOTAL LATE FEES & CIVIL PENALTIES	$46,000.00	$0.00	**$46,000.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$50,075.70**

Property Value Per Zillow: $44,809.00 As of 2/25/2013

STAFF RECOMMENDATION: CITY COUNCIL DENY THE WAIVER REQUEST

NOTE: If City Council is desirous of granting a 90% reduction of Civil Penalties, the following amounts would be applicable:	
100% of Out-of Pocket Expenses	$4,075.70
10% of Civil Penalties	$4,600.00
Total	**$8,675.70**
Request all costs be paid within 30 days or original amount remains due.	

NOTE: If City Council is desirous of granting a 90% reduction of Civil Penalties but wishes to keep failed inspection penalties, the following amounts would be applicable:	
100% of Out-of Pocket Expenses	$4,075.70
100% Failed Inspection Civil Penalties	$950.00
10% of Civil Penalties	$4,505.00
Total	**$9,530.70**
Request all costs be paid within 30 days or original amount remains due.	

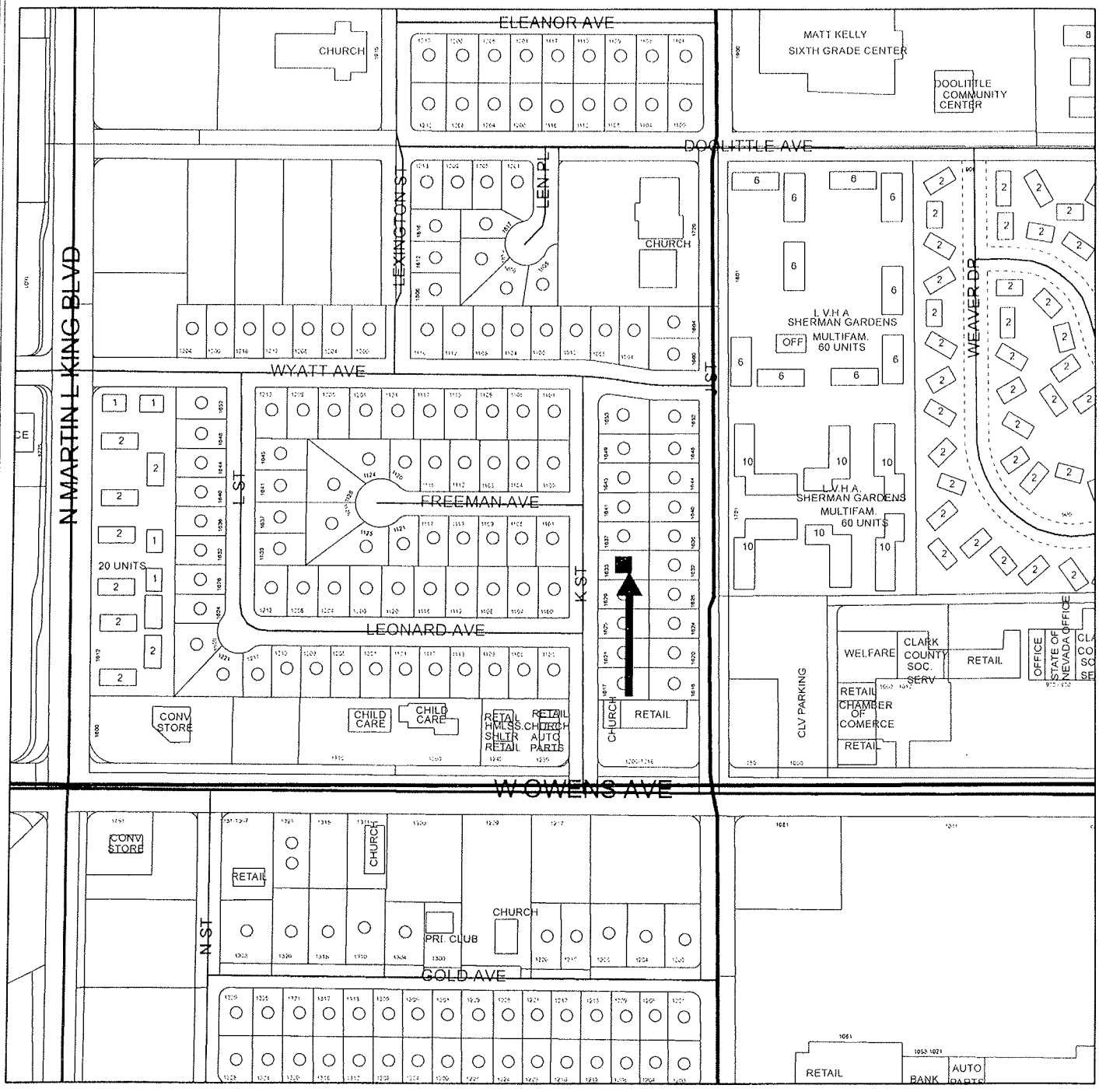
Request for Waiver/Reduction of Fees
620 Madision Av.

Notice and Order and
Code Enforcement Lien Chronology

Activity	Date
1. Quality Loan Service Corporation filed Breach & Election to Sell	September 24, 2010
2. Substitution of Trustee filed by Quality Loan Service Corp to Wells Fargo Bank	October 12, 2010
3. Notice and Order issued to Vera Johnson	November 30, 2010
4. Abatement completed by City of Las Vegas Contractor	March 7, 2011
4. City Council Approved Lien	May 18, 2011
5. Lien Filed by City of Las Vegas	May 25, 2011
6. Default Recission Filed by Quality Loan Serivce Corp	June 21, 2011
7. Breach & Election to Sell Filed by Quality Loan Service Corportation	June 21, 2011

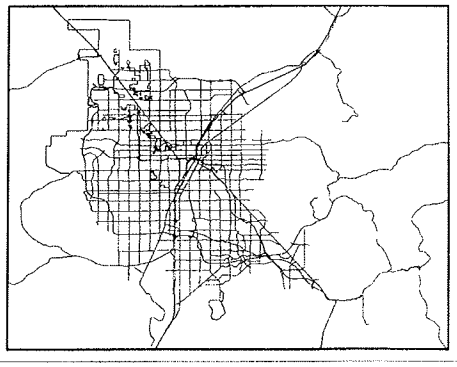
1633 K STREET
CROSS STREETS - MLK//OWENS

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet



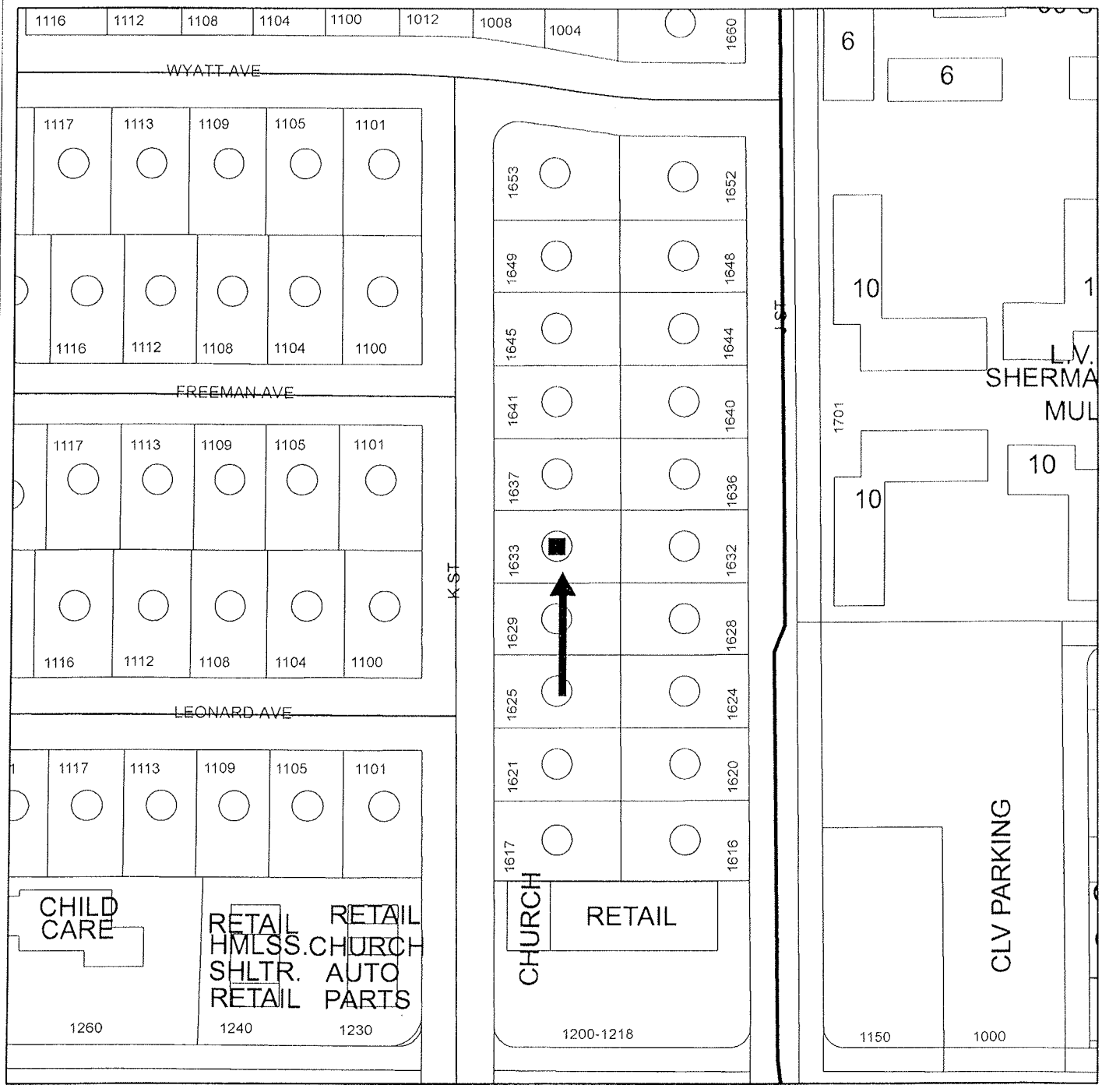
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only

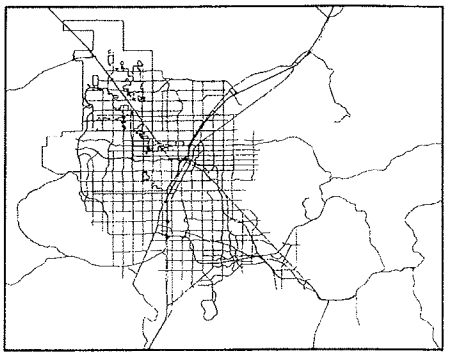
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1633 K STREET
CROSS STREETS - MLK//OWENS

City of Las Vegas Vicinity Map





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Geographic Information System

Planning & Development Dept.

702-229-6301

PLANNING & DEVELOPMENT

Consideration of Waiving Fees and/or Penalties

Code Enforcement Staff Report

Case #

92767

1633 K Street Las Vegas, Nevada 89106 (Ward 5)

Requestor: Wells Fargo Home Mortgage

Property Currently Owned by: Vera Johnson

Property Owner Time at Case: Vera Johnson

Request:

The applicant, Heather Schutz/Manager Wells Fargo Bank N.A. has requested a waiver and/or reduction of fees that have been assessed for failed inspection fees, abatement costs and penalties for 1633 K Street.

The current property owner is Vera Johnson. The property has been foreclosed on, and the servicer is Wells Fargo. Wells Fargo is requesting to discuss the waiver of the fees and penalties outstanding on this property.

Background Information:

This case originated on July 15th, 2010 from a NV Energy complaint about an enclosed power meter. On July 19th, 2010, the Code Enforcement officer verified this single family home had a non permitted addition added to back of house enclosing the power meter. The officer mailed a correction notice to the owner of record as listed with Clark County Assessor at the time Vera Johnson. The Officer spoke with neighbor who indicated owner had passed away, but he would try to make contact with a grandson or granddaughter of the property owner. Granddaughter did contact the officer and she indicated an attorney had been hired to try to get the property back from a reverse mortgage. The attorney contacted Devin Smith, Code Enforcement Manager, and 60 day extension was given. After 60 days had gone by Officer contacted granddaughter and she indicated she did not have the money to continue with attorney. On Nov 21st an inspection on property identified additional violations consisting of the residence was open and accessible, high weeds, and refuse was now on property. A Notice and Order was issued on Nov 22nd, 2010. As a result of no response from the property owner or relative, Code Enforcement proceeded with contractor abatement on January 25th, 2011. A total of eight inspections were conducted until the case was closed April 12th, 2011.

Fees and Penalties:

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT COST	$1,150.00	$0.00	$1,150.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatement Contract Price)	$172.50	$0.00	$172.50
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$660.00	$0.00	$660.00
LATE FEES (10% of Inspection Fees):	$66.00	$0.00	$66.00
Tax Roll 4% Fee	$1,921.94	$0.00	$1,921.94
Interest	$105.26	$0.00	$105.26
TOTAL OUT-OF-POCKET COSTS:	$4,075.70	$0.00	**$4,075.70**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 lst Failure; $300 2nd Failure; $500 Each Failure Thereafter)	$950.00	$0.00	$950.00
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	$45,050.00	$0.00	$45,050.00
TOTAL LATE FEES & CIVIL PENALTIES	$46,000.00	$0.00	**$46,000.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$50,075.70**

Staff Recommendation:

Staff recommends denial of waiver request.

Attachments:

A. Correction Notice
B. Notice and Order
C. Case Report
D. Inspection Pictures
E. Returned Mail

ATTACHMENT A
CORRECTION NOTICE

City of Las Vegas
Neighborhood Services Department
Neighborhood Response - Code Enforcement
416 N. 7th Street - Las Vegas, Nevada 89101
1st CORRECTION NOTICE

Case # 92767 **Location:** 1633 K ST

LVMC 9.04.010 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the 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.

LVMC 9.04.010 "Responsible party" means any tenant occupant, lessor, lessee, manager, licensee or other person having control over a structure or parcel of land in the City.

I have this day inspected this property and have found the following violation(s) of the City of Las Vegas Municipal Code(s):

UAC 301.1 PERMITS REQUIRED

16.02.010 - Uniform Administrative Code and supplement adopted.

Section 301.1 PERMITS REQUIRED
Except as specified in Subsection 301.1.1 of this Section or in Section 26 of this Supplemental Document, no building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes shall be erected, constructed,, enlarged, altered, repair, moved, improved, removed, converted, or demolished unless a separate, appropriate permit for each building, structure, building service equipment or onsite improvement has first been obtained from the Building Official. If work is commenced before necessary and appropriate permit for the work has been obtained, the Building Official is authorized to charge an additional fee in the amount of the building permit fee (i.e., a double fee).

Contact Building and Safety Department to obtain permit, they are located at 731 S. 4th St. or call 229-6251.

Location	Comments
back yard.	*Permit required for addition to house that is enclosing the power meter.*

Property must be in compliance with the LVMC before the re-inspection date of July 30, 2010.
If after this date, the property is not brought into compliance, criminal and civil prosecution may be sought concurrently in accordance with L.V.M.C. 9.04.030. The penalty for such criminal violation(s), upon conviction, is a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six (6) months, or any combination of such fine and imprisonment. Furthermore, each day that a violation continues to exist constitutes a separate offense.

Any repeat violation within next 12 months will be subject to immediate fee of $120.

Fees and Civil Penalties assessed today: **$0.00**

Total Fees and Civil Penalties assessed to date: **$0.00**

If you have any questions, please call officer at **(702)229-4922**

36, FRILEY	7/19/10	7/30/2010
Officer	Date	Reinspection Date

☐ This case is a result of a Code Enforcement Sweep.

Additional Comments: N/A

ATTACHMENT B
NOTICE AND ORDER

Inst #: 201011300001828
Fees: $16.00
N/C Fee: $0.00
11/30/2010 09:49:46 AM
Receipt #: 593826
Requestor:
LAS VEGAS CITY
Recorded By: GWC Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-21-811-066

Date: November 22, 2010
Case # 92767

Certified/Regular Mail
Return Receipt Requested

JOHNSON VERA
1633 K ST
LAS VEGAS, NV 89106-2425

NOTICE AND ORDER TO MAKE REPAIRS

You are hereby notified as owner(s) of the property located at 1633 K ST. , Las Vegas, NV, Parcel #(s) 139-21-811-066, **that you are in violation of Las Vegas Municipal Code, Title 9, dealing with nuisances.**

The following violations have been verified:

16.08.010 UDB SEC 403

Case #	Violation Location	Violation Comments
92767	Property, back door	Board and secure property to City of Las Vegas specifications and maintain.

9.04.010(7)(A) HIGH VEGETATION

Case #	Violation Location	Violation Comments
92767	Property	Please cut/remove all high weeds over 8 inches in height within public view and maintain at all times.

UAC 301.1 PERMITS REQUIRED

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

Case #	Violation Location	Violation Comments
92767	back yard.	Permit required for addition to house that is enclosing the power meter.Or remove addition and return to original design

Post: No Trespassing (per NRS 207.200), No Dumping (per NRS 444.630), No Vehicles (per LVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer 36 at (702)229-4922 to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the 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.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas General Conditions of Abatement

ATTACHMENT C
CASE REPORT

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 92767

1633 K ST - Map # 02224-97 Parcel 13921811066

Owner Information:

JOHNSON VERA
1633 K ST
LAS VEGAS, NV 89106-2425

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Reported by Andy Newell of Nevada Energy, the electric meter-main is enclosed by an addition and access is not provided.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: July 15, 2010

Ward: 5

Date Case Resolved: November 14, 2011

Source: NVP

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-005: UAC 301.1 PERMITS REQUIRED		
7/19/10	OPEN	back yard.
Permit required for addition to house that is enclosing the power meter.		
Permit required for addition to house that is enclosing the power meter.Or remove addition and return to original design		
AB-006: 16.08.010 UDB SEC 403		
11/21/10	OPEN	Property, back door
Board and secure property to City of Las Vegas specifications and maintain.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
11/21/10	OPEN	Property
Please cut/remove all high weeds over 8 inches in height within public view and maintain at all times.		

Chronology of Events:

July 19, 2010	CORRECTION NOTICE ISSUED
July 19, 2010	Insp#: 1014602

36)On 7-17 Property has blankets on windows and no answer at door. I spoke to neighbor and I gave him my business card. He indicated he would try to find a grandson or granddaughter to contact me. He said the owner had passed away. I will research for records on additions.
7-19 At arrival to property there is a Saturn VUE under the carport with license number PS37VS4 NV plates. All windows are covered or boarded on house. No answer at door. There is a possibility the vehicle belongs to neighbor. No phone calls from any interested parties at this time. I went to records and pulled all building files. Issued correction notice for non permitted construction. There was an addition of a family room and bedroom back in 11-1979 of 407 sq ft. I measured the outside dimensions of house add on. There has been another addition added on to the house without permit that encloses the power meter. I mailed correction notice to owner of record in hopes of forwarding to interested party and posted on front window.

July 23, 2010	PHONE CALL

		36) 7-23 Received phone message from Serida which is the granddaughter of the owner. Her phone numbers are 636-0109 which I called and line was busy, and I left message at 204-8315 for her to call me back. She also gave me William Horn Attorney. I called him and explained that the structure that was non permitted needs to be permitted or removed. They are trying to get the property back from bank from a reverse mortgage and he was going to be out of town this next week. I gave extension until 8-2.
August 16, 2010	PHONE CALL	36)I called and talked with granddaughter Sherida about house and she asked me to call the lawyer. I called and left message with William Horn at 382-4663 to call me asap.
August 20, 2010	CORRESPONDENCE RECEIVED/SENT	36) 19) Vicki Ozuna said to hold on case for 60 days until family gets legal matters taken care of. Lawyers office called Devin Smith.
October 25, 2010	PHONE CALL	36) 10-25-10 I called and left message with Mr. Horn (attorney) asking for a status update.
November 05, 2010	PHONE CALL	36) 11-5 I spoke with granddaughter Sherida and she said she didn't have the money to continue with trying to get the property. The house is going to be foreclosed on according to her. Owner has passed away.
November 21, 2010	Insp#: 1016123	36) 11-21 Property has been broken into through the back door. High weeds growing along the front and side fence line. Permit still required for addition in back or it needs to be removed back to original construction. I am going to prepare Notice and Order for 21) to review. Took pictures. Call back 11-22
November 22, 2010	NOTICE AND ORDER ISSUED	
November 22, 2010	Insp#: 1064140	36) 11-22 Posted Notice and Order on property. Partial pass due to time frame. Call back 12-3
November 23, 2010	NOTICE AND ORDER PROCESSING	21)return file to 36- postings and mailings done
November 30, 2010	RECORDED DOCUMENT	Ld) Recorded N&O To Make Repairs dated 11/22/10
December 03, 2010	Insp#: 1064526	36) 12-3 Property has back door still busted open. I will continue with preparing contractor bid sheet for 21) to review. Call back 12-10
December 06, 2010	BID PREPERATION	21)FORWARD CASE FILE TO jr FOR CONTRACTOR BIDS AND 10 DAY
December 06, 2010	BID PREPERATION	Bid prep.
December 06, 2010	BID REQUEST SENT	RFQ sent to contractors. Bids due 12-11.
December 13, 2010	BID RECEIVED	Recorded & scanned bids received: 1-Amer Dem=$1150; 2-Blast=$1565; 3-Triangle=$2200.
December 13, 2010	10 DAY NOTICE PROCESSING	10 day letter sent to Johnson Vera, 1633 K Street, Las Vegas, NV 89106. File given to #36 for posting.
December 13, 2010	10 DAY BEFORE ABATEMENT NOTICE	

December 14, 2010	Insp#: 1067579	
	32) 12-14-10 took pictures of property and failed. Posted N&O 10 day before abatement on property. Will assign back to #36	
December 26, 2010	Insp#: 1071207	
	36) 12-26 Property is getting worse. Front boarded window has been removed and is now broke. Hole in side of house where there was possible portable air conditioning unit is now open and gives access to inside of house. Back door is still not secure. All other violations still present. Failed inspection and forward to 21) to continue abatement. Call back 1-14	
January 11, 2011	PROCEED WITH ABATEMENT	
	21)refer to office staff JR continue abatement	
January 11, 2011	ADMINSTRATIVE	
	Sent email to DS for approval to proceed with PO. Waiting approval.	
January 12, 2011	ADMINSTRATIVE	
	Received approval from DS. Scanned bid packet. Requested PO. Waiting approval.	
January 20, 2011	ADMINSTRATIVE	
	Received PO approval.	
January 20, 2011	BID AWARDED TO CONTRACTOR	
	Sent award letter to contractor. Waiting start date.	
January 24, 2011	VIDEO REQUEST	
	Request for Before Video from #21.	
January 25, 2011	PRE-ABATEMENT VIDEO	
	21)VIDEO IN F DRIVE PHOTOS IN CC ITEMS	
February 05, 2011	Insp#: 1074503	
	36) 2-5 I believe the contractors have strarted. The two small sheds have been removed in rear yard but property is still open and accessible. Call back 2-11.	
March 09, 2011	VIDEO REQUEST	
	Request After Video from #21.	
March 09, 2011	ADMINSTRATIVE	
	Invoice received. No dumping invoice was attached. Per #19, ask #21 to contact contractor.	
March 24, 2011	CORRESPONDENCE RECEIVED/SENT	
	Fax received from Linda at American Demo. Pending payment until dump receipt received.	
April 07, 2011	POST-ABATEMENT VIDEO	
	21)post video in f drive, photos in cc items file	
April 12, 2011	ADMINSTRATIVE	
	Per #21: fax Amer Demo demand letter for dump receipts. Letter scanned.	
April 12, 2011	Insp#: 1086758	
	21)property clean, secure. photos in f drive- close.	
April 19, 2011	ADMINSTRATIVE	
	Dump invoice received. Invoice receipted/scanned. Data inputted into Details. File given to #21.	
April 20, 2011	CITY COUNCIL AGENDA PREP	
	21)refer to office staff for CC agenda	

April 28, 2011	CITY COUNCIL AGENDA PREP	
	Ld) Set date for 5/18/11 Council, sent ROE letter to owner	
May 25, 2011	RECORDED DOCUMENT	
	Ld) Recorded Lien in the amount of $48,048.50	
December 31, 2011	CORRESPONDENCE RECEIVED/SENT	
	Certified mail to Johnson Vera at 1633 K st. 7008-1140-0002-5436-2584 was returned on 5-4-11.	
July 03, 2012	PROPERTY PLACED ON TAX ROLL	
	19) Property has been placed on tax roll	
February 05, 2013	WAIVER REQUEST RECEIVED	
	19) Waiver Request recieved. Emailed copy of request to officer to put together report. Report due from officer by 2/11/2013	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	11/21/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/03/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	12/03/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/14/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	12/14/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/26/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	12/26/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	
NUISANCE ABATEMENT FEE	$1,150.00	U	04/19/2011	
ADMINISTRATIVE	$172.50	U	04/19/2011	
RESIDENTIAL DAILY CIVIL PENALTY FEE	$45,050.00	U	06/01/2011	

Total Amount Due: **$48,012.50**

Total Amount Paid: $ -

ATTACHMENT D
INSPECTION PICTURES

Waiver Request

1633 K Street

Case #92767

7/19/2010
Inspection Pictures

Waiver Request

1633 K Street

Case #92767

11/21/2010
Inspection Pictures

Waiver Request

1633 K Street

Case #92767

12/03/2010
Inspection Pictures

Waiver Request

1633 K Street

Case #92767

12/14/2010
Inspection Pictures

Waiver Request

1633 K Street

Case #92767

12/26/2010
Inspection Pictures

Waiver Request

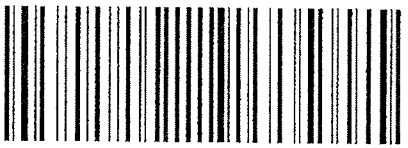
1633 K Street

Case #92767

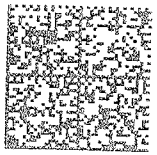
2/11/2013
Inspection Pictures

ATTACHMENT E
RETURNED MAIL

CERTIFIED MAIL™



7008 1140 0002 2470 7858



UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 05.54⁰
0004279218 NOV 23 2010
MAILED FROM ZIP CODE 89101

CITY of LAS VEGA
NEIGHBORHOOD SERVICES DEPT.
NEIGHBORHOOD RESPONSE DIVISION
CITY HALL
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986

FM-0217-06-10

Case #92767 #36

JOHNSON VERA
1633 K ST
LAS VEGAS, NV 89106-2425

11-24-10

NIXIE 891 5E 1 00 02/28/11
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 89101298699 *0779-07486-28-42

89101298699

CERTIFIED MAIL

CITY of LAS VEGAS
BUILDING & SAFETY
NEIGHBORHOOD RESPONSE DIVISION
333 NORTH RANCHO DR.
2ND FLOOR
LAS VEGAS, NEVADA 89106

FM-0217-02-11

Case #92767 #36

7008 1140 0002 5436 2584

UNITED STATES POSTAGE PITNEY
02 1M $0
0004279218 MAY
MAILED FROM ZIP COD

JOHNSON VERA
1633 K ST
LAS VEGAS, NV 89106-2425

NIXIE 891 SE 1 00 05/04/

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 89106370302 *0779-00393-02-

89106370302

CITY of LAS VEGAS

BUILDING & SAFETY
NEIGHBORHOOD RESPONSE DIVISION
333 NORTH RANCHO DR.
2ND FLOOR
LAS VEGAS, NEVADA 89106

FM-0217-02-11

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY
02 1M $ 0
0004279218 MAY
MAILED FROM ZIP COD

Case #92767 #36

JOHNSON VERA
1633 K ST
LAS VEGAS, NV 89106-2425

NIXIE 891 DE 1 00 05/04/

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 89106370302 *0294-03492-04-

2E 8NOFN891063703E

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

MARCH 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, MARCH 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 waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Building and Safety for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **1633 K Street – Case No. 92767.** The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$50,075.70** were imposed. Owner of record: **PROPERTY OWNER: FEDERAL NATIONAL MORTGAGE ASSOC – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
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 # 92767

1633 K ST - Map # 02224-97 Parcel 13921811066

Owner Information:

JOHNSON VERA
1633 K ST
LAS VEGAS, NV 89106-2425

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Reported by Andy Newell of Nevada Energy, the electric meter-main is enclosed by an addition and access is not provided.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: July 15, 2010

Ward: 5

Date Case Resolved: November 14, 2011

Source: NVP

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-005: UAC 301.1 PERMITS REQUIRED
7/19/10 OPEN back yard.
Permit required for addition to house that is enclosing the power meter.
Permit required for addition to house that is enclosing the power meter.Or remove addition and return to original design

AB-006: 16.08.010 UDB SEC 403
11/21/10 OPEN Property, back door
Board and secure property to City of Las Vegas specifications and maintain.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
11/21/10 OPEN Property
Please cut/remove all high weeds over 8 inches in height within public view and maintain at all times.

Chronology of Events:

July 19, 2010 **CORRECTION NOTICE ISSUED**

July 19, 2010 **Insp#: 1014602**

36)On 7-17 Property has blankets on windows and no answer at door. I spoke to neighbor and I gave him my business card. He indicated he would try to find a grandson or granddaughter to contact me. He said the owner had passed away. I will research for records on additions.
7-19 At arrival to property there is a Saturn VUE under the carport with license number PS37VS4 NV plates. All windows are covered or boarded on house. No answer at door. There is a possibility the vehicle belongs to neighbor. No phone calls from any interested parties at this time. I went to records and pulled all building files. Issued correction notice for non permitted construction. There was an addition of a family room and bedroom back in 11-1979 of 407 sq ft. I measured the outside dimensions of house add on. There has been another addition added on to the house without permit that encloses the power meter. I mailed correction notice to owner of record in hopes of forwarding to interested party and posted on front window.

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November 22, 2010 **NOTICE AND ORDER ISSUED**

November 22, 2010 **Insp#: 1064140**

36) 11-22 Posted Notice and Order on property. Partial pass due to time frame. Call back 12-3

November 23, 2010 **NOTICE AND ORDER PROCESSING**

21)return file to 36- postings and mailings done

November 30, 2010 **RECORDED DOCUMENT**

Ld) Recorded N&O To Make Repairs dated 11/22/10

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December 06, 2010 **BID PREPERATION**

21)FORWARD CASE FILE TO jr FOR CONTRACTOR BIDS AND 10 DAY

December 06, 2010 **BID PREPERATION**

Bid prep.

December 06, 2010 **BID REQUEST SENT**

RFQ sent to contractors. Bids due 12-11.

December 13, 2010 **BID RECEIVED**

Recorded & scanned bids received: 1-Amer Dem=$1150; 2-Blast=$1565; 3-Triangle=$2200.

December 13, 2010 **10 DAY NOTICE PROCESSING**

10 day letter sent to Johnson Vera, 1633 K Street, Las Vegas, NV 89106. File given to #36 for posting.

December 13, 2010 **10 DAY BEFORE ABATEMENT NOTICE**

December 14, 2010	**Insp#: 1067579**
	32) 12-14-10 took pictures of property and failed. Posted N&O 10 day before abatement on property. Will assign back to #36
December 26, 2010	**Insp#: 1071207**
	36) 12-26 Property is getting worse. Front boarded window has been removed and is now broke. Hole in side of house where there was possible portable air conditioning unit is now open and gives access to inside of house. Back door is still not secure. All other violations still present. Failed inspection and forward to 21) to continue abatement. Call back 1-14
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	21)refer to office staff JR continue abatement
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	Sent email to DS for approval to proceed with PO. Waiting approval.
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January 20, 2011	**BID AWARDED TO CONTRACTOR**
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January 24, 2011	**VIDEO REQUEST**
	Request for Before Video from #21.
January 25, 2011	**PRE-ABATEMENT VIDEO**
	21)VIDEO IN F DRIVE PHOTOS IN CC ITEMS
February 05, 2011	**Insp#: 1074503**
	36) 2-5 I believe the contractors have strarted. The two small sheds have been removed in rear yard but property is still open and accessible. Call back 2-11.
March 09, 2011	**VIDEO REQUEST**
	Request After Video from #21.
March 09, 2011	**ADMINSTRATIVE**
	Invoice received. No dumping invoice was attached. Per #19, ask #21 to contact contractor.
March 24, 2011	**CORRESPONDENCE RECEIVED/SENT**
	Fax received from Linda at American Demo. Pending payment until dump receipt received.
April 07, 2011	**POST-ABATEMENT VIDEO**
	21)post video in f drive, photos in cc items file
April 12, 2011	**ADMINSTRATIVE**
	Per #21: fax Amer Demo demand letter for dump receipts. Letter scanned.
April 12, 2011	**Insp#: 1086758**
	21)property clean, secure. photos in f drive- close.
April 19, 2011	**ADMINSTRATIVE**
	Dump invoice received. Invoice receipted/scanned. Data inputted into Details. File given to #21.
April 20, 2011	**CITY COUNCIL AGENDA PREP**
	21)refer to office staff for CC agenda

April 28, 2011	**CITY COUNCIL AGENDA PREP**	
	Ld) Set date for 5/18/11 Council, sent ROE letter to owner	
May 25, 2011	**RECORDED DOCUMENT**	
	Ld) Recorded Lien in the amount of $48,048.50	
December 31, 2011	**CORRESPONDENCE RECEIVED/SENT**	
	Certified mail to Johnson Vera at 1633 K st. 7008-1140-0002-5436-2584 was returned on 5-4-11.	
July 03, 2012	**PROPERTY PLACED ON TAX ROLL**	
	19) Property has been placed on tax roll	
February 05, 2013	**WAIVER REQUEST RECEIVED**	
	19) Waiver Request recieved. Emailed copy of request to officer to put together report. Report due from officer by 2/11/2013	

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:

ROC-48170 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WAL-MART STORES, INC. - OWNER: WAL-MART REAL ESTATE BUSINESS TRUST - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-3815) TO DELETE CONDITION #7 WHICH STATES "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED" at 6310 West Charleston Boulevard (APN 138-35-816-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

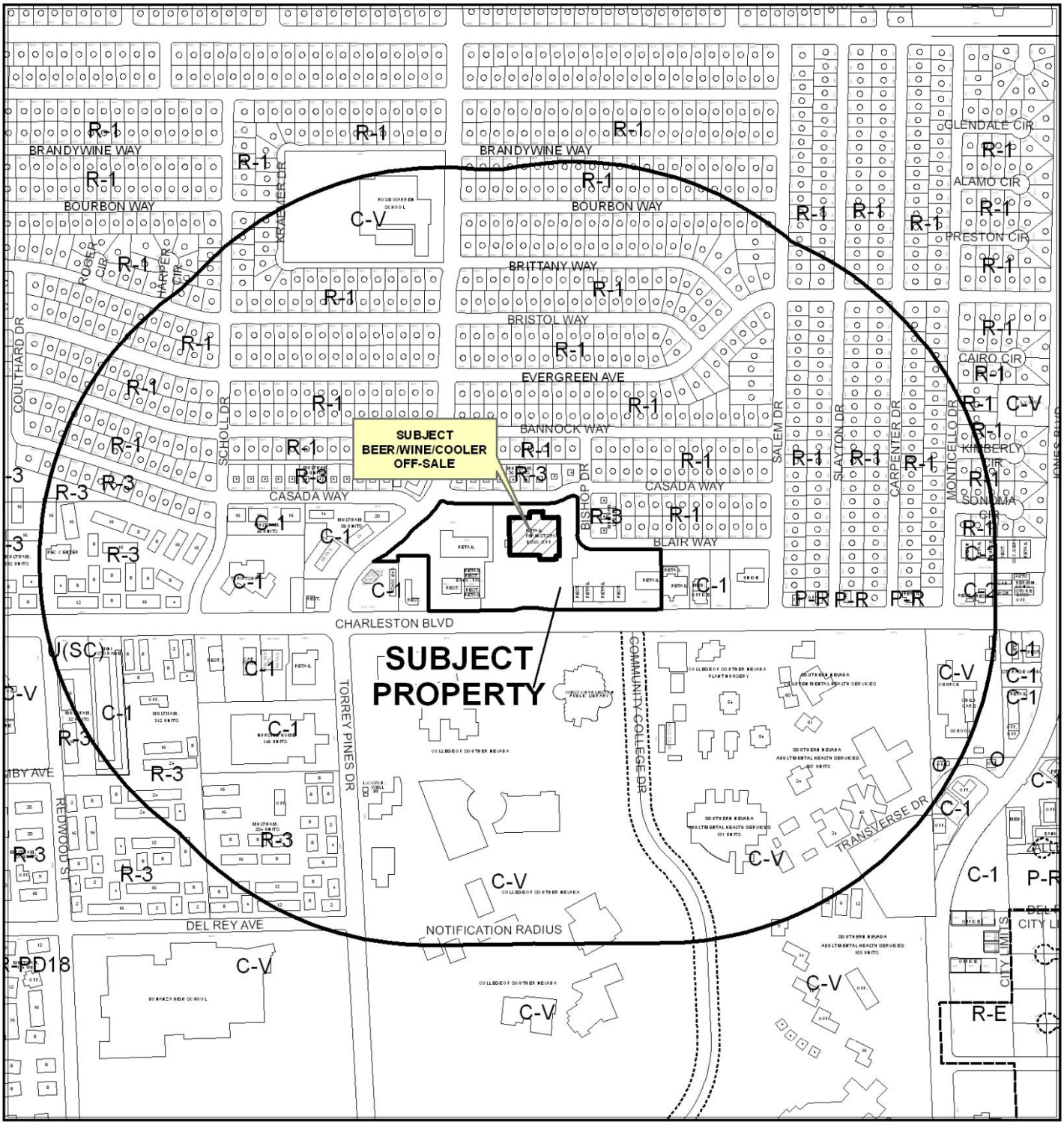
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**6**	**City Council Meeting**	**2**

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

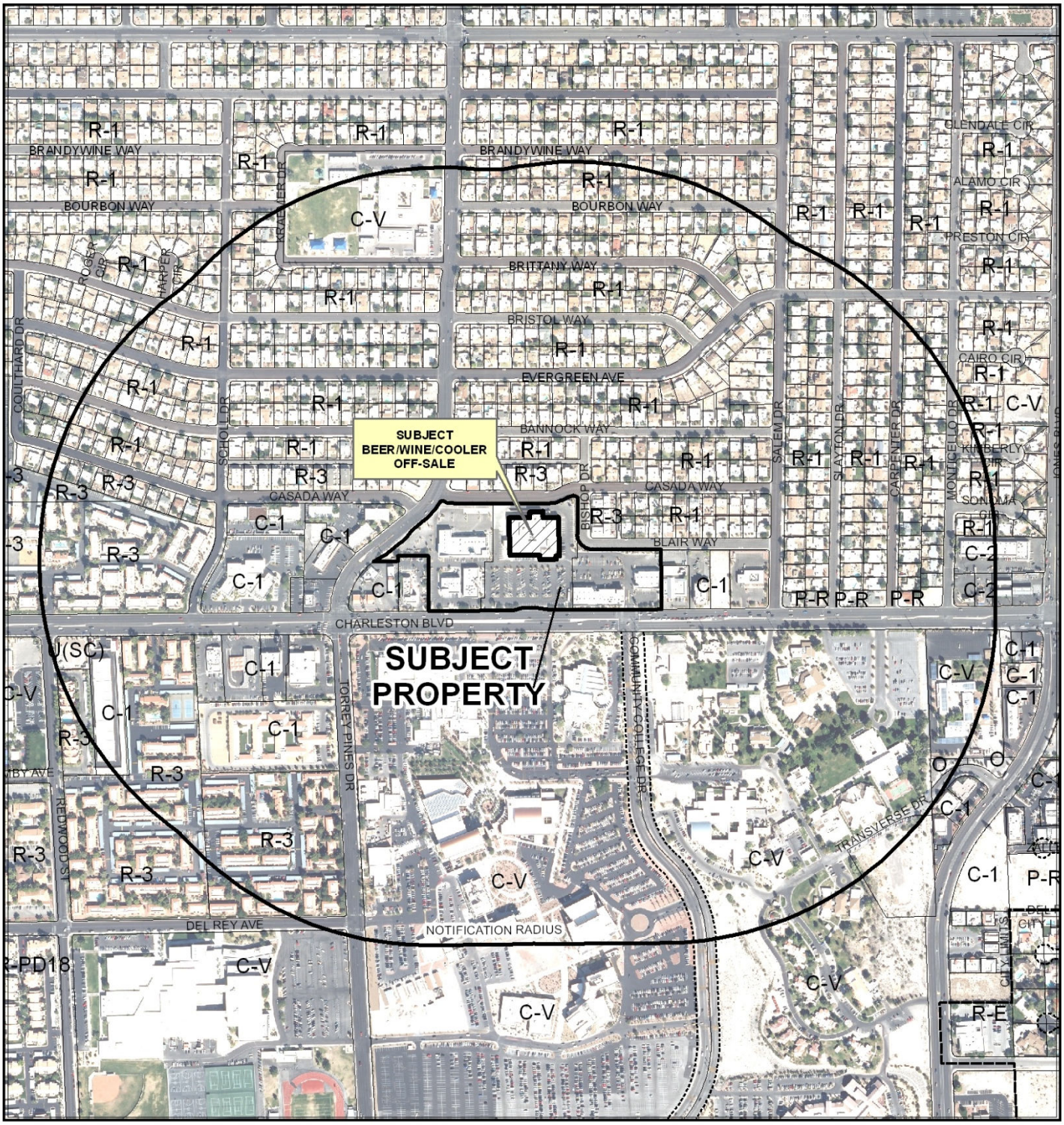
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Action Letter for SUP-3815
6. Support Postcards
7. Submitted after Final Agenda - Protest Postcards



CASE: ROC-48170

RADIUS: 1500 FEET

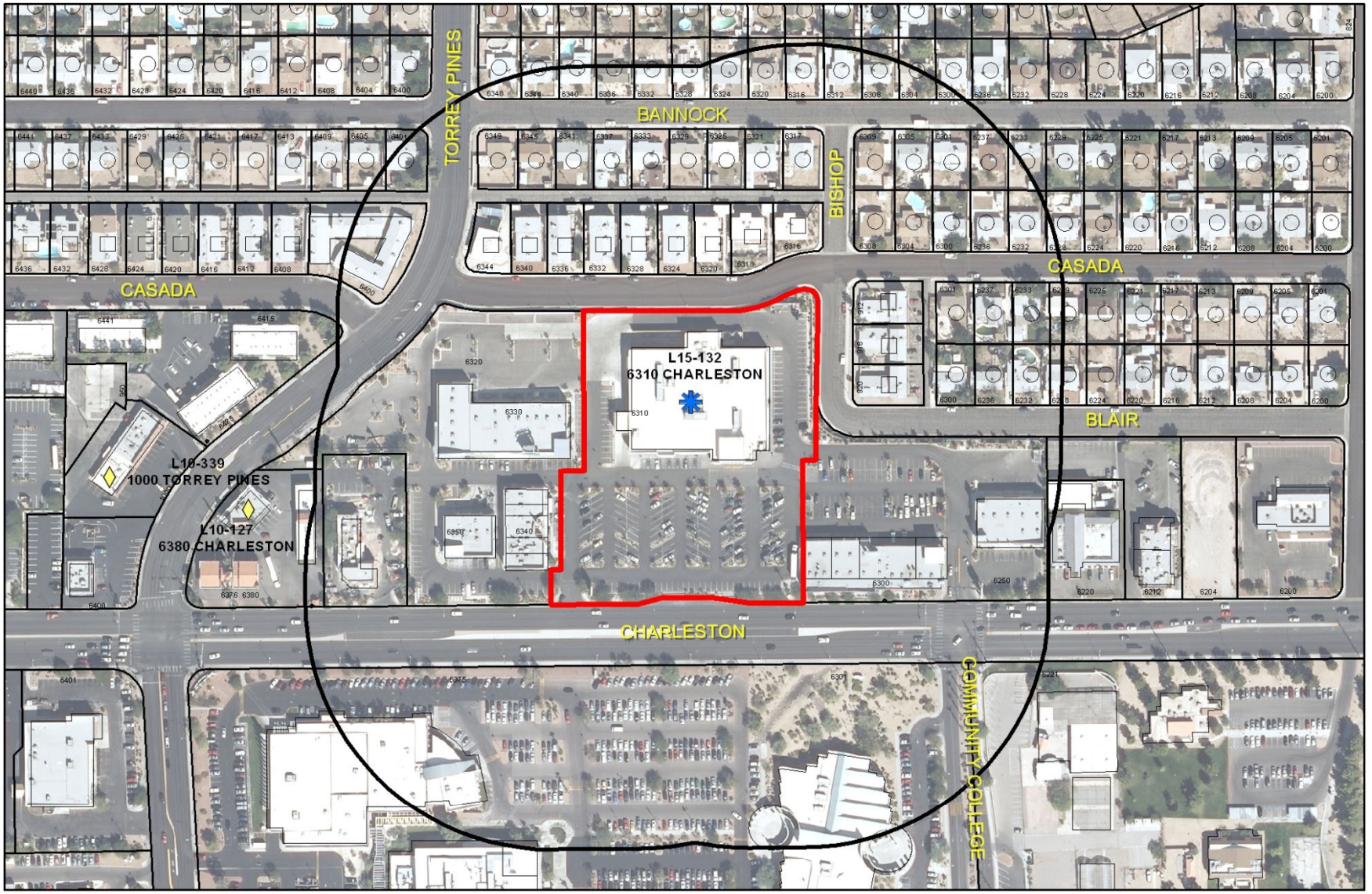
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: ROC-48170

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



ROC-48170

Package Liquor Sales

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ~~N/A~~ **ROC-48170** APN: 138-35-816-002

Name of Property Owner: ~~Wal-Mart Real Estate Business Trust~~

Name of Applicant: Wal-Mart Stores, Inc. dba Wal-Mart #3788

Name of Representative: Brownstein Hyatt Farber Schreck, LLP (Andrew Moore, Attorney)

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: _____, as agent

Print Name: Billy H. Glass, as agent

Subscribed and sworn before me

This 23rd day of January, 2013

Latricia Rudman

Notary Public in and for said County and State

LATRICIA RUDMAN
Benton County
Commission Number 12388170
Notary Public - Arkansas
My Commission Expires April 01, 2022

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions of Special Use Permit (SUP-3815)

Project Address (Location) 6310 West Charleston Blvd., Las Vegas, NV 89146

Project Name Wal-Mart - Review of Conditions of Special Use Permit (SUP-3815) **Proposed Use** Same/Retail Establishment/Grocery

Assessor's Parcel #(s) APN 138-35-816-002 **Ward #** 1

General Plan: existing MXU proposed MXU **Zoning:** existing C-1 proposed None

Commercial Square Footage 39,690 **Floor Area Ratio** N/A

Gross Acres 4.31 **Lots/Units** 1 **Density** N/A

Additional Information

PROPERTY OWNER Wal-Mart Real Estate Business Trust **Contact** Kevin Gladden

Address Attn: Tax Department PO Box 8050 MS 0555 **Phone:** (479)277-7257 **Fax:** (479)204-9864

City Bentonville **State** AR **Zip** 72712-8055

E-mail Address kgladde@wal-mart.com

APPLICANT Wal-Mart Stores, Inc. dba Wal-Mart #3788 **Contact** Alisha Medrano

Address 6310 West Charleston Blvd. **Phone:** (702)870-1220 **Fax:** (702) 870-5990

City Las Vegas **State** NV **Zip** 89146

E-mail Address almedra.s03788.us@wal-mart.com

REPRESENTATIVE Brownstein Hyatt Faber Schreck, LLP **Contact** Andrew Moore, Attorney

Address 100 N. City Parkway, Suite 1600 **Phone:** 464-7093 **Fax:** 382-8135

City Las Vegas **State** NV **Zip** 89106

E-mail Address amoore@bhfs.com

Property Owner Signature* [signature], as agent

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Billy A. Glass, as agent

Subscribed and sworn before me Latricia Rudman

This 23rd day of January, 20 13.

April 1, 2022

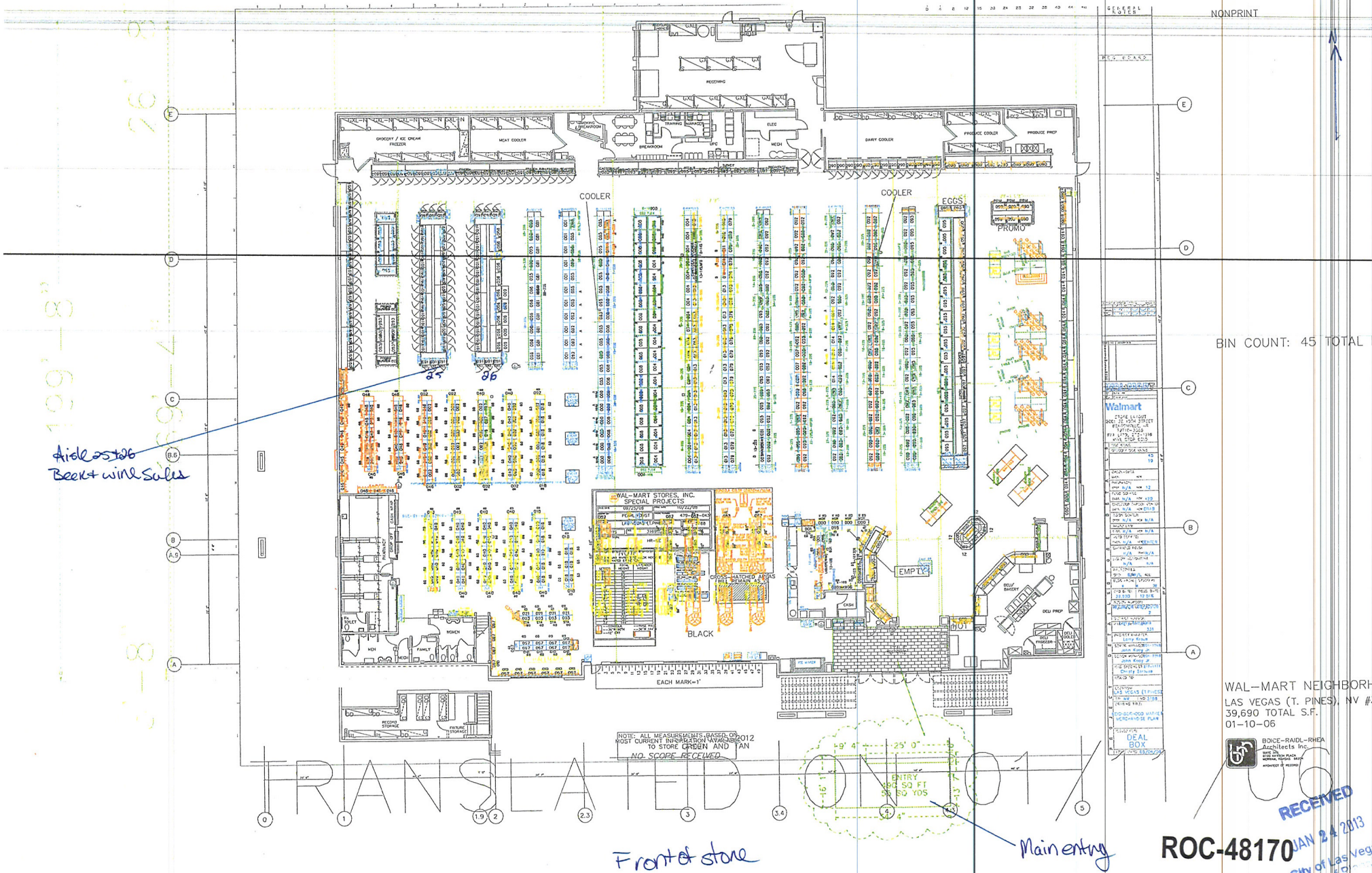
Notary Public in and for said County and State

LATRICIA RUDMAN
Benton County
Commission Number 12388170
Notary Public - Arkansas
My Commission Expires April 01, 2022

FOR DEPARTMENT USE ONLY

Case #	ROC-48170
Meeting Date:	3-6-13
Total Fee:	1080.00
Date Accepted:	1-24-13
Accepted By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.



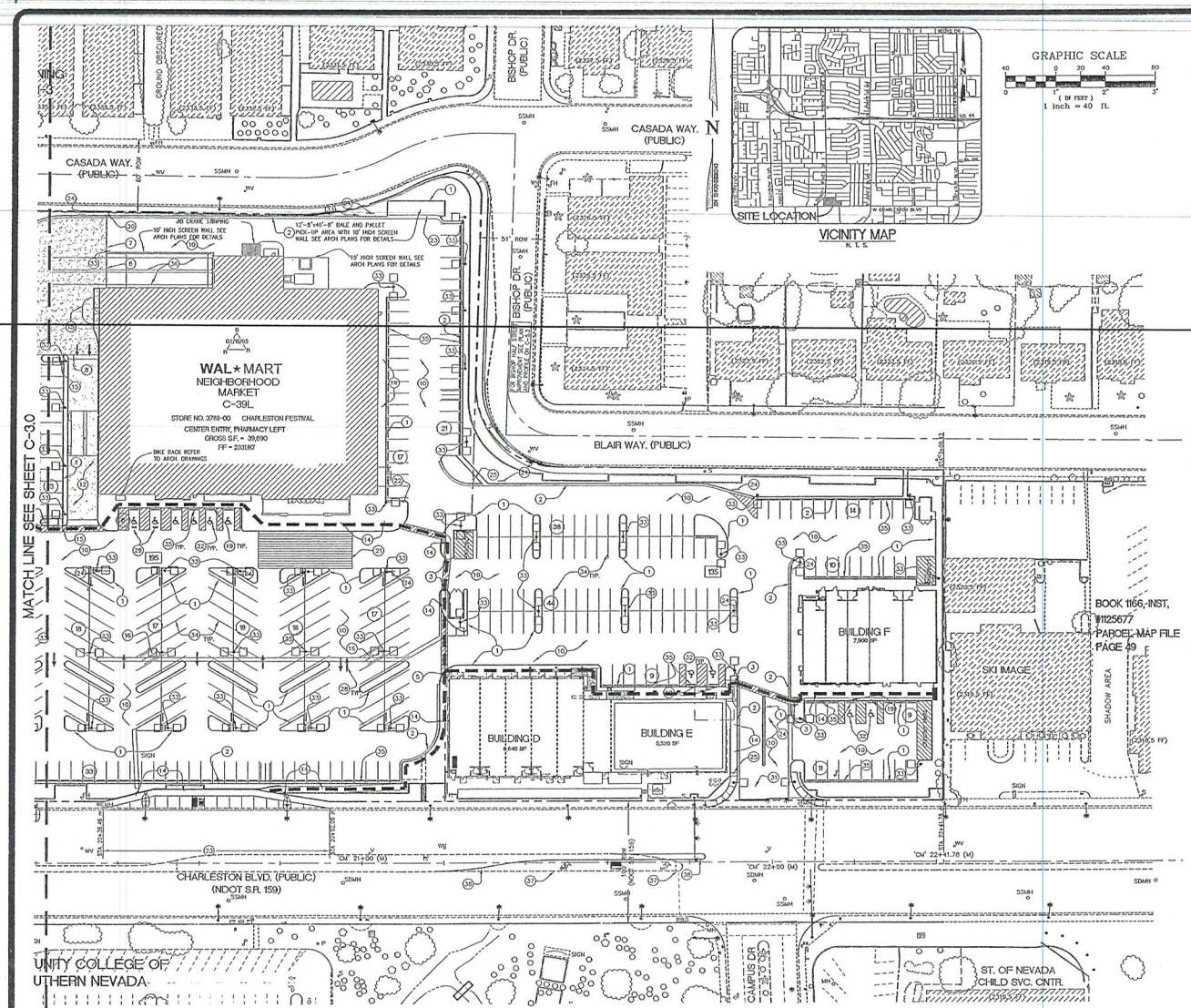
WAL-MART NEIGHBORHOOD
LAS VEGAS (T. PINES), NV #3788
39,690 TOTAL S.F.
01-10-06

BOICE-RAIDL-RHEA Architects Inc.

RECEIVED
JAN 24 2013
City of Las Vegas
Dept. of Planning

ROC-48170

Site Plan



SITE CONSTRUCTION NOTES

ITEM #	DESCRIPTION
1	CONSTRUCT "A" TYPE CURB AND GUTTER PER DETAIL 6, CD-1.1
2	CONSTRUCT "L" TYPE CURB PER USDOCA DWG. NO. 216
3	CONSTRUCT TYPE "A" CONCRETE RAMP PER DETAIL 1, CD-1.1.
4	CONSTRUCT TYPE "B" CONCRETE RAMP PER DETAIL 2, CD-1.1.
5	CONSTRUCT TYPE "C" CONCRETE RAMP PER DETAIL 3, CD-1.1.
6	INSTALL DETECTABLE WARNING PER DETAIL 7, CD-1.1.
7	CONSTRUCT ASPHALT TURNDOWN PER DETAIL 5, CD-1.1.
8	CONSTRUCT CONCRETE TURNDOWN PER DETAIL 4, CD-1.1.
9	CONSTRUCT MONOLYTHIC CURB AND SIDEWALK PER DETAIL 8, CD-1.1.
10	INSTALL REGULAR DUTY ASPHALT PAVEMENT PER DETAIL 7, CD-1.2.
11	INSTALL HEAVY DUTY ASPHALT PAVEMENT PER DETAIL 7, CD-1.2.
12	INSTALL REGULAR DUTY CONCRETE PAVEMENT PER DETAIL 7, CD-1.2.
13	INSTALL HEAVY DUTY CONCRETE PAVEMENT PER DETAIL 7, CD-1.2.
14	CONSTRUCT CONCRETE SIDEWALK PER USDOCA DWG. NO. 234
15	INSTALL SLOPED PAVEMENT TO MEET STOOP (1 : 20 MAX)
16	INSTALL CART CORRAL PER DETAIL 11, CD-1.1.
17	INSTALL STANDARD TYPE BOLLARD PER DETAIL 1, CD-1.0.
18	INSTALL STANDARD SIGN BASE PER DETAIL 2, CD-1.0.
19	INSTALL ACCESSIBLE PARKING SIGN PER DETAIL 3, CD-1.0.
20	INSTALL "TRUCK DRIVE" SIGN PER DETAIL 4, CD-1.0
21	PAINT 4" W AT 2' O.C. DIAGONAL PAVEMENT STRIPING
22	INSTALL PEDESTRIAN CROSSING SIGN PER DETAIL 6, CD-1.0.
23	INSTALL TYPICAL BUS TURN OUT PER USDOCA STANDARD DWG. NO. 234.1
24	INSTALL "NO PARKING-FIRE LANE" SIGN PER DETAIL 8, CD-1.0.
25	INSTALL "STOP" SIGN PER DETAIL 10, CD-1.0.
26	INSTALL "TRUCK ENTRANCE" SIGN PER DETAIL 11, CD-1.0.
27	INSTALL "TRUCK EXIT" SIGN PER DETAIL 12, CD-1.0.
28	INSTALL TRAFFIC FLOW ARROWS AS INDICATED PER DETAIL 9, CD-1.0.
29	INSTALL "WHITE" PAVEMENT MARKINGS PER DETAIL 13, CD-1.0.
30	INSTALL "NO TRUCKS ALLOWED BEYOND THIS POINT" SIGN PER DETAIL 14, CD-1.0.
31	INSTALL STOP BAR PAVEMENT MARKINGS PER DETAIL 15, CD-1.0.
32	INSTALL ACCESSIBLE PARKING SPACE SYMBOL PER DETAIL 16, CD-1.0.
33	INSTALL LIGHT POLE BASE PER DETAIL 5, CD-1.1.
34	PAINT YELLOW STRIPING PER SPECIFICATIONS
35	INSTALL BUMPER BLOCK PER USDOCA STANDARD DWG. NO. 238.
36	PAINT (2) 4" STRIPES SPACED 10' O.C. x 330' LONG CENTERED ON DOCK DOORS
37	SAWCUT, REMOVE EXISTING CURB, GUTTER, AND PAVEMENT AND MATCH EXISTING CONTRACTOR SHALL VERIFY EXISTING ELEVATION AND REPORT ANY DISCREPANCIES TO THE CONSTRUCTION MANAGER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
38	INSTALL BLUE DOME 6" CURB MOUNT STANDARD R-5.1.1 LOCATION AND SIZE VARIES

COORDINATION NOTES

1. CONTRACTOR SHALL REFER TO BUILDING PLANS FOR EXACT LOCATION AND DIMENSIONS OF SLOPED PAVING, EXIT PORCHES, TRUCK DOCKS, FIRE/DSE BUILDING DIMENSIONS, EXACT BUILDING ENTRANCE LOCATIONS, TOTAL NUMBER, LOCATIONS AND SIZES OF ROOF DOWNSPOUTS.
2. ALL SIGNS PLACED IN AREAS ACCESSIBLE BY VEHICLE TRAFFIC SHALL BE PLACED IN GUARD POST. (REFER TO PARKING LOT SIGN POST DETAIL)
3. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED AS SHOWN IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
4. ALL CURB RADII ARE 3.0' TO FACE OF CURB, WHERE APPLICABLE, UNLESS OTHERWISE NOTED.
5. ALL PAVING DIMENSIONS ARE TO FACE OF CURB, WHERE APPLICABLE, UNLESS OTHERWISE NOTED.
6. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
7. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
8. CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER IN GRADE, SIZE, TYPE AND ALIGNMENT AT ADJACENT ROADWAYS.
9. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
10. ALL DRIVEWAY APPROACHES SHALL BE CONSTRUCTED PER APPROVED STREET IMPROVEMENT PLANS.
11. ON-SITE SIDEWALKS SHALL BE CONSTRUCTED OF FOUR (4") INCH THICK, FOUR THOUSAND (4,000) PSI COMPRESSIVE STRENGTH CONCRETE WITH W2.9 6x6 WELDED WIRE MESH FABRIC. SIDEWALKS AND APRONS SHALL RECEIVE CONSTRUCTION JOINTS AT 25' O.C. UNLESS OTHERWISE NOTED.
12. REFER TO HORIZONTAL CONTROL PLAN FOR SPECIFIC ISLAND DIMENSIONS. REFER TO COORDINATE LAYOUT PLAN FOR TAKEOUT DATA AND ADDITIONAL DIMENSIONING.
13. FOR SITE UTILITIES, SEE UTILITY PLANS.
14. ALL WORK ON THIS PLAN SHALL BE DONE IN STRICT ACCORDANCE WITH THE SITEWORK SPECIFICATIONS.
15. WORK PERFORMED IN CITY RIGHT OF WAY SHALL BE IN STRICT ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND/OR PUBLIC IMPROVEMENT PLANS.

BASIS OF BEARING:

THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B &M., BEARING N89°41'00"E, ALSO BEING THE CENTERLINE OF CHARLESTON BOULEVARD.

BENCHMARK:

BENCHMARK ID #SC00355410998
RIVET & ROUND ALUM. PLATE IN TOP OF CURB ON NORTHEAST CORNER OF CHARLESTON BLVD & TORREY PINES DRIVE, NAVD 88
ELEVATION = 2345.05 FEET 714.7735 METERS

Call before you UnderGround
1-702-486-2118
CLARK COUNTY TRAFFIC OPERATIONS
OR
1-702-258-3911
LAS VEGAS AND CONVENIENCE METRIC SYSTEM

Call before you OVERHEAD
1-702-593-6111
NEVADA POWER COMPANY dba SOUTH TERRACE DEPARTMENT

Call before you Dig.
1-800-227-2600
UNDERGROUND SERVICE ALERT (USA)

ROC-48170

167V4408

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	PER DEP	10/05/05	BZ
2	PER DEP	11/28/05	BZ
3	PER DEP	12/28/05	BZ
4	PER DEP	1/30/06	BZ

Planning / Civil Engineering / Surveying
EN ENGINEERING
5530 MAIN STREET, SUITE 200, LAS VEGAS, NV 89113
702-896-0777 FAX (702) 896-0778
5440 S. RAINBOW BLVD., SUITE 100, LAS VEGAS, NV 89118
702-896-0404 FAX (702) 896-0405
FINAL SUBMITTAL

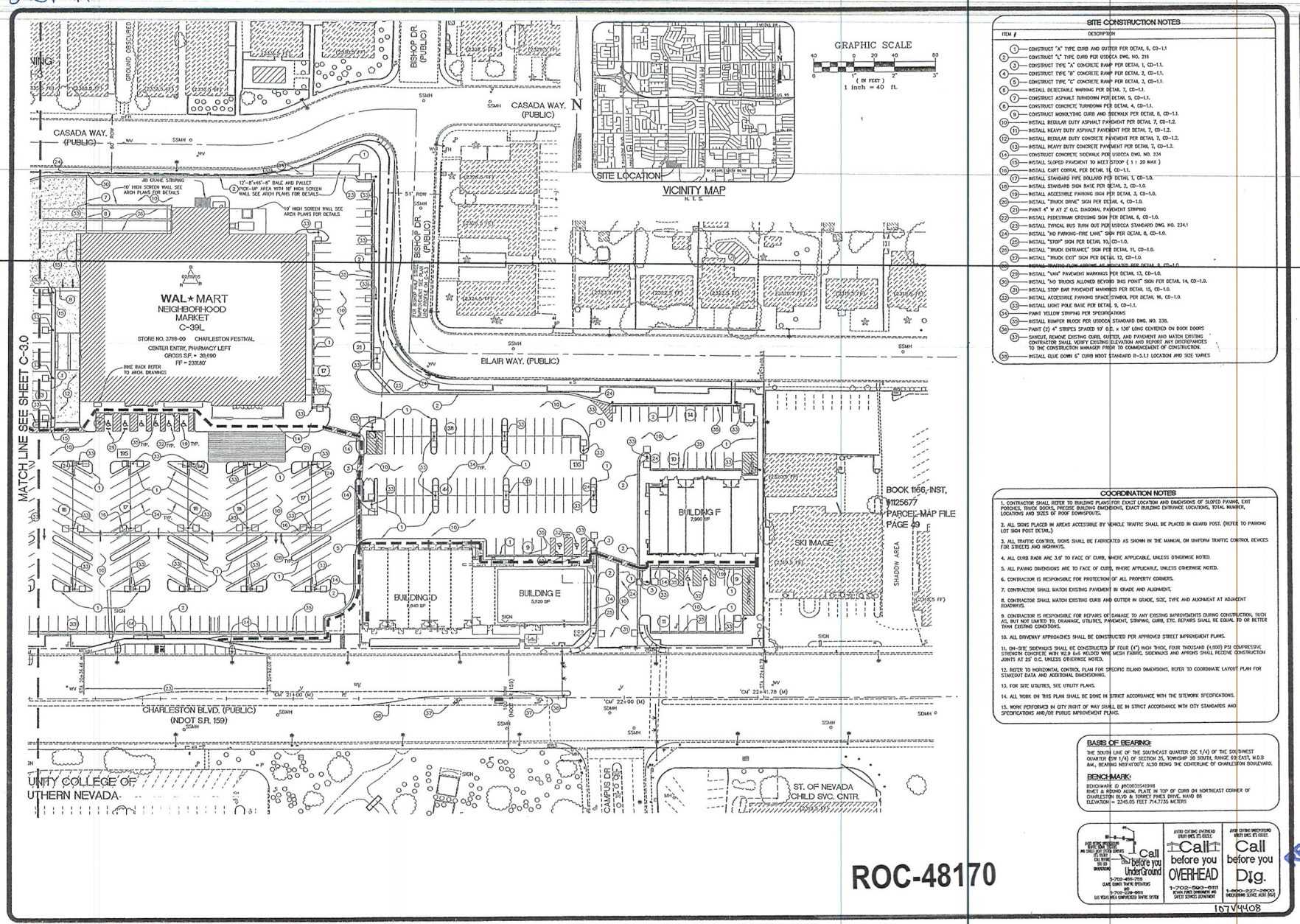
WAL★MART Neighborhood Market

CHARLESTON FESTIVAL
CHARLESTON BLVD. AT TORREY PINES DR.
IMPROVEMENT PLANS
SITE PLAN II

DRAWN	BZ
USER	BryceZ
CHECKED	PFP
TIME PLOTTED	10:00:28
DATE PLOTTED	06-22-05
ORIGINAL ISSUE DATE:	3-3-04
1ST RESUBMIT DATE:	TBD
ISSUE DATE:	
CONSTRUCTION SET ISSUE DATE:	TBD
EN JOB NO.	05-502
SHEET	C-3.2
4 OF 18 SHEETS	

Received
JAN 31 2006
City of Las Vegas
Dept. of Planning

Site Plan



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28	INSTALL TRAFFIC FLOW ARROWS AS INDICATED PER DETAIL 9, CD-1.0.
29	INSTALL "WAX" PAVEMENT MARKINGS PER DETAIL 13, CD-1.0.
30	INSTALL "NO TRUCKS ALLOWED BEYOND THIS POINT" SIGN PER DETAIL 14, CD-1.0.
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37	SAWCUT, REMOVE EXISTING CURB, GUTTER, AND PAVEMENT AND MATCH EXISTING CONTRACTOR SHALL VERIFY EXISTING ELEVATION AND REPORT ANY DISCREPANCIES TO THE CONSTRUCTION MANAGER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
38	INSTALL GLUE DOWN 6" CURB NDOT STANDARD R-5.1.1 LOCATION AND SIZE VARIES

COORDINATION NOTES

1. CONTRACTOR SHALL REFER TO BUILDING PLANS FOR EXACT LOCATION AND DIMENSIONS OF SLOPED PAVING, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING ENTRANCE LOCATIONS, TOTAL NUMBER, LOCATIONS AND SIZES OF ROOF DOWNSPOUTS.
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BENCHMARK ID #NC0035414998
RIVET & ROUND ALUM. PLATE IN TOP OF CURB ON NORTHEAST CORNER OF CHARLESTON BLVD & TORREY PINES DRIVE, HAND 88
ELEVATION = 2345.05 FEET 714.7735 METERS

Call before you Dig Under Ground
Call before you OVERHEAD
Call before you Dig.

ROC-48170

167V4408

REVISIONS ◇ 1 2 3 4 △ 1 2 3 4 DATE DESCRIPTION

Planning/ Civil Engineering/ Surveying
ENGINEERING
FINAL SUBMITTAL

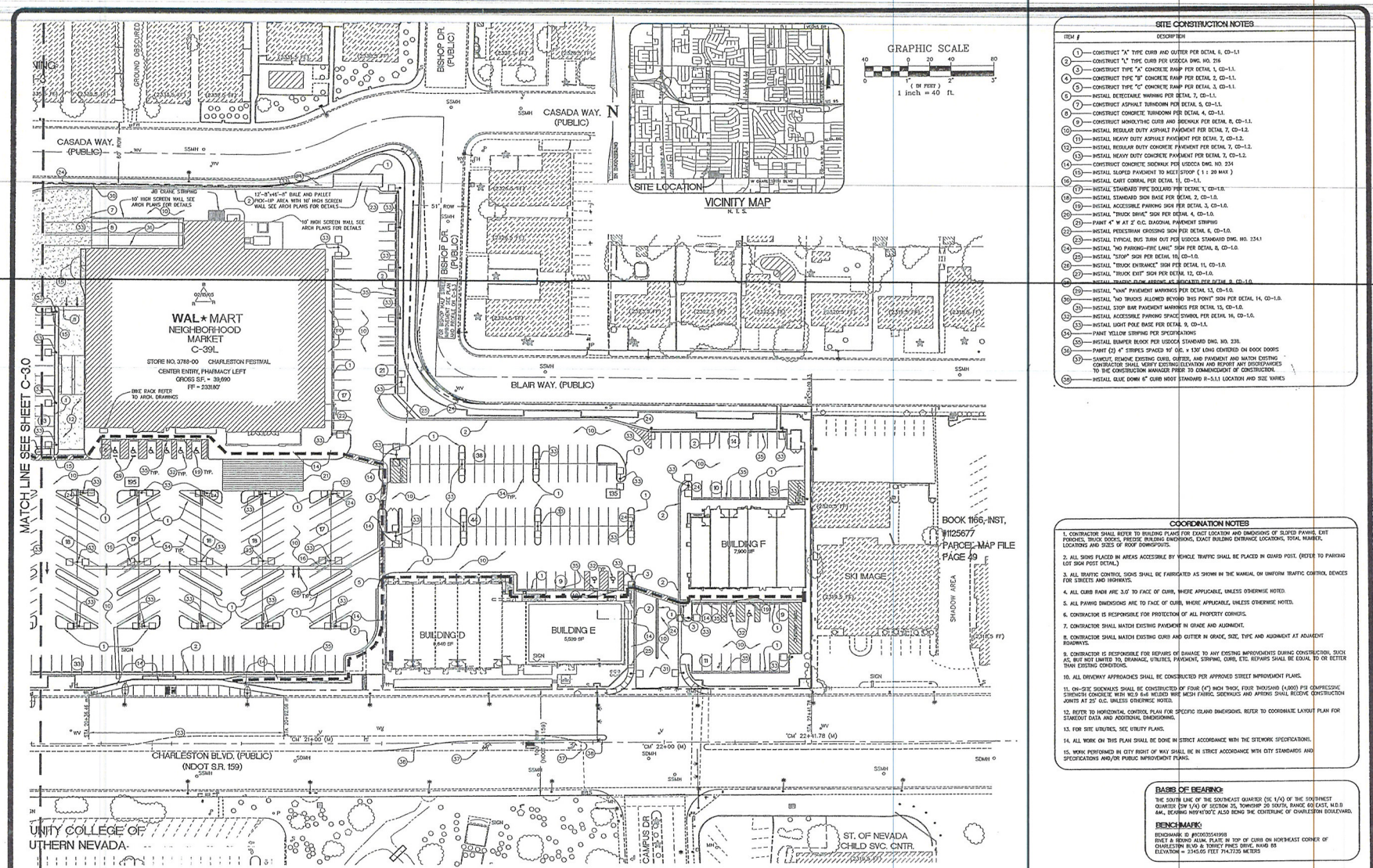
WAL★MART Neighborhood Market
CHARLESTON FESTIVAL
CHARLESTON BLVD. AT TORREY PINES DR.
IMPROVEMENT PLANS
SITE PLAN II

DRAWN	BZ
USER	BrookeZ
CHECKED	PPT
TIME PLOTTED:	06:55:28
DATE PLOTTED:	06-22-05
ORIGINAL ISSUE DATE:	2-18-04
PERMIT SET ISSUE DATE:	TBD
CONSTRUCTION SET ISSUE DATE:	TBD
ENGR No.	CD-542

SHEET C-3.1
4 OF 18 SHEETS

RECEIVED JAN 23 2006 Building & Safety Department Plan Processing

Site Plan



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24	INSTALL "NO PARKING-FIRE LANE" SIGN PER DETAIL 8, CD-1.0.
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27	INSTALL "TRUCK EXIT" SIGN PER DETAIL 12, CD-1.0.
28	INSTALL TRAFFIC FLOW ARROWS AS INDICATED PER DETAIL 9, CD-1.0.
29	INSTALL "VAN" PAVEMENT MARKINGS PER DETAIL 13, CD-1.0.
30	INSTALL "NO TRUCKS ALLOWED BEYOND THIS POINT" SIGN PER DETAIL 14, CD-1.0.
31	INSTALL STOP BAR PAVEMENT MARKINGS PER DETAIL 15, CD-1.0.
32	INSTALL ACCESSIBLE PARKING SPACE SYMBOL PER DETAIL 16, CD-1.0.
33	INSTALL LIGHT POLE BASE PER DETAIL 9, CD-1.1.
34	PAINT YELLOW STRIPING PER SPECIFICATIONS
35	INSTALL BUMPER BLOCK PER USDCCA STANDARD DWG. NO. 230.
36	PAINT (2) 4" STRIPES SPACED 10' O.C. x 130' LONG CENTERED ON DOCK DOORS
37	SAWCUT, REMOVE EXISTING CURB, GUTTER, AND PAVEMENT AND MATCH EXISTING CONTRACTOR SHALL VERIFY EXISTING ELEVATION AND REPORT ANY DISCREPANCIES TO THE CONSTRUCTION MANAGER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
38	INSTALL CLUE DOWN 6" CURB NDOT STANDARD R-5.1.1 LOCATION AND SIZE VARIES

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BENCH MARK:

BENCHMARK ID #SC0035541998
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ELEVATION = 2345.05 FEET 714.7735 METERS

Call before you Underground 1-702-455-7711 (CLARK COUNTY TRAFFIC OPERATIONS) 811 1-702-876-7811 (UC NEVADA COMMUNITY FIBER SYSTEM)

Call before you OVERHEAD 1-702-593-6111 (CITY OF LAS VEGAS, CLARK COUNTY, NV, NEVADA POWER COMPANY AND SWITCH NEVADA REPAYMENT)

Call before you Dig. 1-800-227-2600 (UNDERGROUND SERVICE ALERT (USA))

167V4408

ROC-48170

REVISIONS ◇ △ ☐ ☐ ☐ ☐ DESCRIPTION DATE BY

Planning Civil Engineering/ Surveying
ENGINEERING
FINAL SUBMITTAL

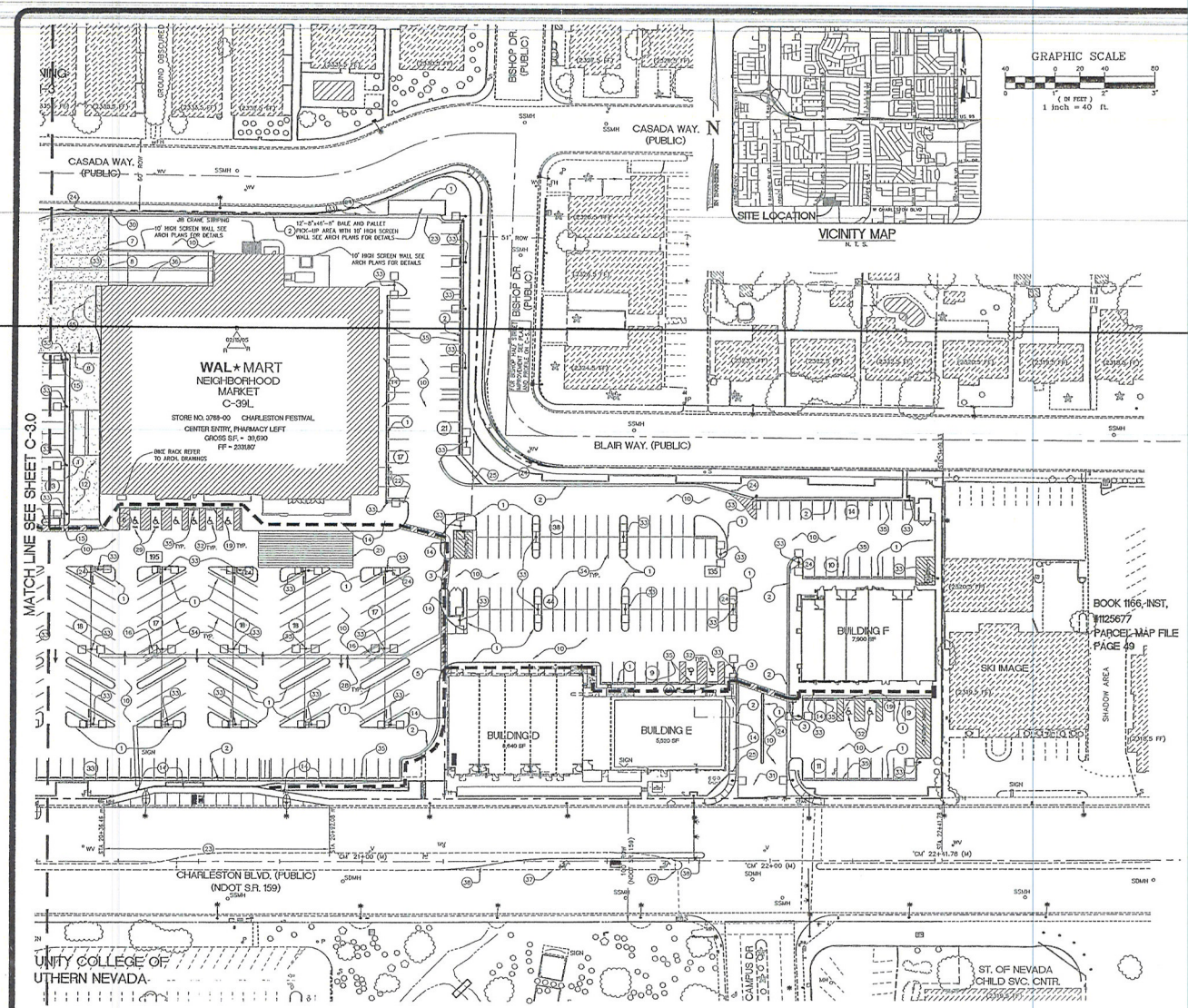
WAL★MART Neighborhood Market

CHARLESTON FESTIVAL
CHARLESTON BLVD. AT TORREY PINES DR.
IMPROVEMENT PLANS
SITE PLAN II

DRAWN	BZ
USER	DrivenZ
CHECKED	PPF
TIME PLOTTED	10:18:28
DATE PLOTTED	06-22-05
ORIGINAL ISSUE DATE	2-13-04
PERMIT SET ISSUE DATE	JED
CONSTRUCTION SET ISSUE DATE	JED 06/07
EN JOB NO.	

SHEET C-3.1
14 OF 19 SHEETS

PREFERENCE ONLY All Rights Reserved City of Las Vegas Department of Planning



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ITEM #	DESCRIPTION
1	CONSTRUCT "A" TYPE CURB AND GUTTER PER DETAIL 6, CD-1.1
2	CONSTRUCT "L" TYPE CURB PER USDCCA DWG. NO. 216
3	CONSTRUCT TYPE "A" CONCRETE RAMP PER DETAIL 1, CD-1.1.
4	CONSTRUCT TYPE "B" CONCRETE RAMP PER DETAIL 2, CD-1.1.
5	CONSTRUCT TYPE "C" CONCRETE RAMP PER DETAIL 3, CD-1.1.
6	INSTALL DETECTABLE WARNING PER DETAIL 7, CD-1.1.
7	CONSTRUCT ASPHALT TURNDOWN PER DETAIL 5, CD-1.1.
8	CONSTRUCT CONCRETE TURNDOWN PER DETAIL 4, CD-1.1.
9	CONSTRUCT MONOLYTHIC CURB AND SIDEWALK PER DETAIL 8, CD-1.1.
10	INSTALL REGULAR DUTY ASPHALT PAVEMENT PER DETAIL 7, CD-1.2.
11	INSTALL HEAVY DUTY ASPHALT PAVEMENT PER DETAIL 7, CD-1.2.
12	INSTALL REGULAR DUTY CONCRETE PAVEMENT PER DETAIL 7, CD-1.2.
13	INSTALL HEAVY DUTY CONCRETE PAVEMENT PER DETAIL 7, CD-1.2.
14	CONSTRUCT CONCRETE SIDEWALK PER USDCCA DWG. NO. 334
15	INSTALL SLOPED PAVEMENT TO MEET STOOP (1 : 20 MAX)
16	INSTALL CART CORRAL PER DETAIL 11, CD-1.1.
17	INSTALL STANDARD PIPE BOLLARD PER DETAIL 1, CD-1.0.
18	INSTALL STANDARD SIGN BASE PER DETAIL 2, CD-1.0.
19	INSTALL ACCESSIBLE PARKING SIGN PER DETAIL 3, CD-1.0.
20	INSTALL "TRUCK DRIVE" SIGN PER DETAIL 4, CD-1.0.
21	PAINT 4" W AT 2' O.C. DIAGONAL PAVEMENT STRIPING
22	INSTALL PEDESTRIAN CROSSING SIGN PER DETAIL 6, CD-1.0.
23	INSTALL TYPICAL BUS TURN OUT PER USDCCA STANDARD DWG. NO. 234.1
24	INSTALL "NO PARKING-FIRE LANE" SIGN PER DETAIL 8, CD-1.0.
25	INSTALL "STOP" SIGN PER DETAIL 10, CD-1.0.
26	INSTALL "TRUCK ENTRANCE" SIGN PER DETAIL 11, CD-1.0.
27	INSTALL "TRUCK EXIT" SIGN PER DETAIL 12, CD-1.0.
28	INSTALL TRAFFIC FLOW ARROWS AS INDICATED PER DETAIL 9, CD-1.0.
29	INSTALL "WAP" PAVEMENT MARKINGS PER DETAIL 13, CD-1.0.
30	INSTALL "NO TRUCKS ALLOWED BEYOND THIS POINT" SIGN PER DETAIL 14, CD-1.0.
31	INSTALL STOP BAR PAVEMENT MARKINGS PER DETAIL 15, CD-1.0.
32	INSTALL ACCESSIBLE PARKING SPACE SYMBOL PER DETAIL 16, CD-1.0.
33	INSTALL LIGHT POLE BASE PER DETAIL 9, CD-1.1.
34	PAINT YELLOW STRIPING PER SPECIFICATIONS
35	INSTALL BUMPER BLOCK PER USDCCA STANDARD DWG. NO. 238.
36	PAINT (3) 4" STRIPES SPACED 10' O.C. x 130' LONG CENTERED ON DOCK DOORS
37	DEMOLISH, REMOVE EXISTING CURB, GUTTER, AND PAVEMENT AND MATCH EXISTING CONTRACTOR SHALL VERIFY EXISTING ELEVATION AND REPORT ANY DISCREPANCIES TO THE CONSTRUCTION MANAGER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
38	INSTALL CLUE DOWN 6" CURB HEAD STANDARD R-3.1.1 LOCATION AND SIZE VARIES

COORDINATION NOTES

1. CONTRACTOR SHALL REFER TO BUILDING PLANS FOR EXACT LOCATION AND DIMENSIONS OF SLOPED PAVING, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING ENTRANCE LOCATIONS, TOTAL NUMBER, LOCATIONS AND SIZES OF ROOF DOWNSPOUTS.
2. ALL SIGNS PLACED IN AREAS ACCESSIBLE BY VEHICLE TRAFFIC SHALL BE PLACED IN GUARD POST. (REFER TO PARKING LOT SIGN POST DETAIL.)
3. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED AS SHOWN IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
4. ALL CURB RADII ARE 3.0' TO FACE OF CURB, WHERE APPLICABLE, UNLESS OTHERWISE NOTED.
5. ALL PAVING DIMENSIONS ARE TO FACE OF CURB, WHERE APPLICABLE, UNLESS OTHERWISE NOTED.
6. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
7. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
8. CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER IN GRADE, SIZE, TYPE AND ALIGNMENT AT ADJACENT ROADWAYS.
9. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
10. ALL DRIVEWAY APPROACHES SHALL BE CONSTRUCTED PER APPROVED STREET IMPROVEMENT PLANS.
11. ON-SITE SIDEWALKS SHALL BE CONSTRUCTED OF FOUR (4") INCH THICK, FOUR THOUSAND (4,000) PSI COMPRESSIVE STRENGTH CONCRETE WITH W2.9 6x6 WELDED WIRE MESH FABRIC. SIDEWALKS AND APRONS SHALL RECEIVE CONSTRUCTION JOINTS AT 25' O.C. UNLESS OTHERWISE NOTED.
12. REFER TO HORIZONTAL CONTROL PLAN FOR SPECIFIC ISLAND DIMENSIONS. REFER TO COORDINATE LAYOUT PLAN FOR STAKEOUT DATA AND ADDITIONAL DIMENSIONING.
13. FOR SITE UTILITIES, SEE UTILITY PLANS.
14. ALL WORK ON THIS PLAN SHALL BE DONE IN STRICT ACCORDANCE WITH THE SITEWORK SPECIFICATIONS.
15. WORK PERFORMED IN CITY RIGHT OF WAY SHALL BE IN STRICT ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND/OR PUBLIC IMPROVEMENT PLANS.

BASIS OF BEARING:
THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B &M., BEARING N89°41'00"E ALSO BEING THE CENTERLINE OF CHARLESTON BOULEVARD.

BENCHMARK:
BENCHMARK ID #BC0035341998
RIVET & WASHER ALUM. PLATE IN TOP OF CURB ON NORTHEAST CORNER OF CHARLESTON BLVD & TORREY PINES DRIVE, NAVD 88
ELEVATION = 2345.05 FEET 714.7735 METERS

Call before you UnderGround 1-702-455-7129 CLARK COUNTY TRAFFIC OPERATIONS 811 1-702-228-9900 LAS VEGAS AREA COMPUTERIZED TRAFFIC SYSTEM

Call before you OVERHEAD 1-702-593-6111 NEVADA POWER DISTRIBUTION AND SAFETY SERVICES DEPARTMENT

Call before you Dig. 1-800-227-2600 NEVADA ONE CALL (811)

ROC-48170

107V4408

REVISIONS ◇ PRELIM △ PRELIM

Planning/ Civil Engineering/ Surveying
ENGINEERING

FINAL SUBMITTAL

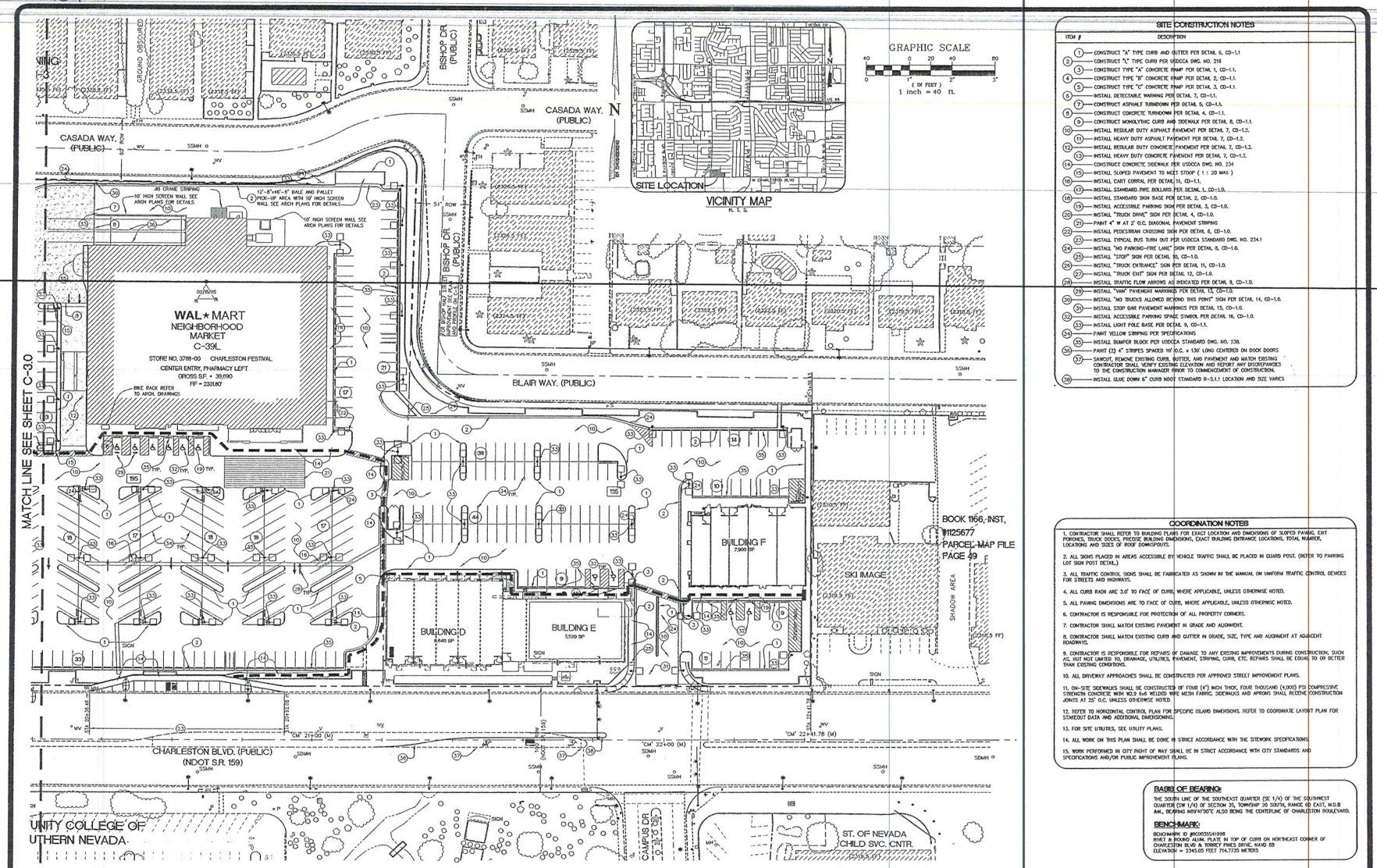
WAL★MART Neighborhood Market

CHARLESTON FESTIVAL
CHARLESTON BLVD. AT TORREY PINES DR.
IMPROVEMENT PLANS
SITE PLAN II

DRAWN	BZ
USER	BruceZ
CHECKED	PPP
TIME PLOTTED	16:18:28
DATE PLOTTED	06-22-06
ORIGINAL ISSUE DATE	5-19-06
PERMIT REVISED/UPDATE	TBD
CONSTRUCTION REVISED ISSUE DATE	TBD
EN JOB No.	05-547
SHEET	C-3.1
OF SHEETS	

RECEIVED
JUN 22 2006
City of Henderson
Development Services

Site Plan



SITE CONSTRUCTION NOTES

ITEM #	DESCRIPTION
1	CONSTRUCT "A" TYPE CURB AND GUTTER PER DETAIL 6, CD-1.1
2	CONSTRUCT "L" TYPE CURB PER UDOCA DWG. NO. 218
3	CONSTRUCT TYPE "A" CONCRETE RAMP PER DETAIL 1, CD-1.1.
4	CONSTRUCT TYPE "B" CONCRETE RAMP PER DETAIL 2, CD-1.1.
5	CONSTRUCT TYPE "C" CONCRETE RAMP PER DETAIL 3, CD-1.1.
6	INSTALL DETECTABLE WARNING PER DETAIL 7, CD-1.1.
7	CONSTRUCT ASPHALT TURNDOWN PER DETAIL 5, CD-1.1.
8	CONSTRUCT CONCRETE TURNDOWN PER DETAIL 4, CD-1.1.
9	CONSTRUCT MONOLITHIC CURB AND SIDEWALK PER DETAIL 8, CD-1.1.
10	INSTALL REGULAR DUTY ASPHALT PAVEMENT PER DETAIL 7, CD-1.2.
11	INSTALL HEAVY DUTY ASPHALT PAVEMENT PER DETAIL 7, CD-1.2.
12	INSTALL REGULAR DUTY CONCRETE PAVEMENT PER DETAIL 7, CD-1.2.
13	INSTALL HEAVY DUTY CONCRETE PAVEMENT PER DETAIL 7, CD-1.2.
14	CONSTRUCT CONCRETE SIDEWALK PER UDOCA DWG. NO. 234
15	INSTALL SLOPED PAVEMENT TO MEET STOOP (1 : 20 MAX)
16	INSTALL CART CORRAL PER DETAIL 11, CD-1.1.
17	INSTALL STANDARD PIPE BOLLARD PER DETAIL 1, CD-1.0.
18	INSTALL STANDARD SIGN BASE PER DETAIL 2, CD-1.0.
19	INSTALL ACCESSIBLE PARKING SIGN PER DETAIL 3, CD-1.0.
20	INSTALL "TRUCK DRIVE" SIGN PER DETAIL 4, CD-1.0.
21	PAINT 4" W AT 2' O.C. DIAGONAL PAVEMENT STRIPING
22	INSTALL PEDESTRIAN CROSSING SIGN PER DETAIL 6, CD-1.0.
23	INSTALL TYPICAL BUS TURN OUT PER UDOCA STANDARD DWG. NO. 234.1
24	INSTALL "NO PARKING-FIRE LANE" SIGN PER DETAIL 8, CD-1.0.
25	INSTALL "STOP" SIGN PER DETAIL 10, CD-1.0.
26	INSTALL "TRUCK ENTRANCE" SIGN PER DETAIL 11, CD-1.0.
27	INSTALL "TRUCK EXIT" SIGN PER DETAIL 12, CD-1.0.
28	INSTALL TRAFFIC FLOW ARROWS AS INDICATED PER DETAIL 9, CD-1.0.
29	INSTALL "VAN" PAVEMENT MARKINGS PER DETAIL 13, CD-1.0.
30	INSTALL "NO TRUCKS ALLOWED BEYOND THIS POINT" SIGN PER DETAIL 14, CD-1.0.
31	INSTALL STOP BAR PAVEMENT MARKINGS PER DETAIL 15, CD-1.0.
32	INSTALL ACCESSIBLE PARKING SPACE SYMBOL PER DETAIL 16, CD-1.0.
33	INSTALL LIGHT POLE BASE PER DETAIL 9, CD-1.1.
34	PAINT YELLOW STRIPING PER SPECIFICATIONS
35	INSTALL BUMPER BLOCK PER UDOCA STANDARD DWG. NO. 238.
36	PAINT (2) 4" STRIPES SPACED 10' O.C. x 130' LONG CENTERED ON BOOK DOORS
37	SAWCUT, REMOVE EXISTING CURB, GUTTER, AND PAVEMENT AND MATCH EXISTING CONTRACTOR SHALL VERIFY EXISTING ELEVATION AND REPORT ANY DISCREPANCIES TO THE CONSTRUCTION MANAGER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
38	INSTALL GLUE DOWN 6" CURB NDOT STANDARD R-5.1.1 LOCATION AND SIZE VARIES

COORDINATION NOTES

1. CONTRACTOR SHALL REFER TO BUILDING PLANS FOR EXACT LOCATION AND DIMENSIONS OF SLOPED PAVING, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING ENTRANCE LOCATIONS, TOTAL NUMBER, LOCATIONS AND SIZES OF ROOF DOWNSPOUTS.
2. ALL SIGNS PLACED IN AREAS ACCESSIBLE BY VEHICLE TRAFFIC SHALL BE PLACED IN GUARD POST. (REFER TO PARKING LOT SIGN POST DETAIL.)
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4. ALL CURB RADII ARE 3.0' TO FACE OF CURB, WHERE APPLICABLE, UNLESS OTHERWISE NOTED.
5. ALL PAVING DIMENSIONS ARE TO FACE OF CURB, WHERE APPLICABLE, UNLESS OTHERWISE NOTED.
6. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
7. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
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BASIS OF BEARING:
THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B &M., BEARING N89°41'00"E ALSO BEING THE CENTERLINE OF CHARLESTON BOULEVARD.

BENCHMARK:
BENCHMARK ID #BC0035541998
RIVET & BOXING ALUM. PLATE IN TOP OF CURB ON NORTHEAST CORNER OF CHARLESTON BLVD & TORREY PINES DRIVE, NAVD 88
ELEVATION = 2345.65 FEET 714.7725 METERS

Call before you UnderGround 1-702-455-7129 CLARK COUNTY TRAFFIC SIGNALS OR 1-702-228-6620 LAS VEGAS AREA COMPUTERIZED TRAFFIC SYSTEM

Call before you OVERHEAD 1-702-493-8188 KEVIN PIKE DEPARTMENT OF SAFETY SIGNALS DEPARTMENT

Call before you Dig. 1-800-227-2600 NEVADA STATE ALERT (NAC)

ROC-48170

107V4408

REVISIONS	DESCRIPTION	DATE
1	PER DIST. REVIEW COMMENTS	06-22-05
2	PER DIST. REVIEW COMMENTS	08-29-05

EN ENGINEERING
Planning/ Civil Engineering/ Surveying
FINAL SUBMITTAL

WAL★MART
Neighborhood Market

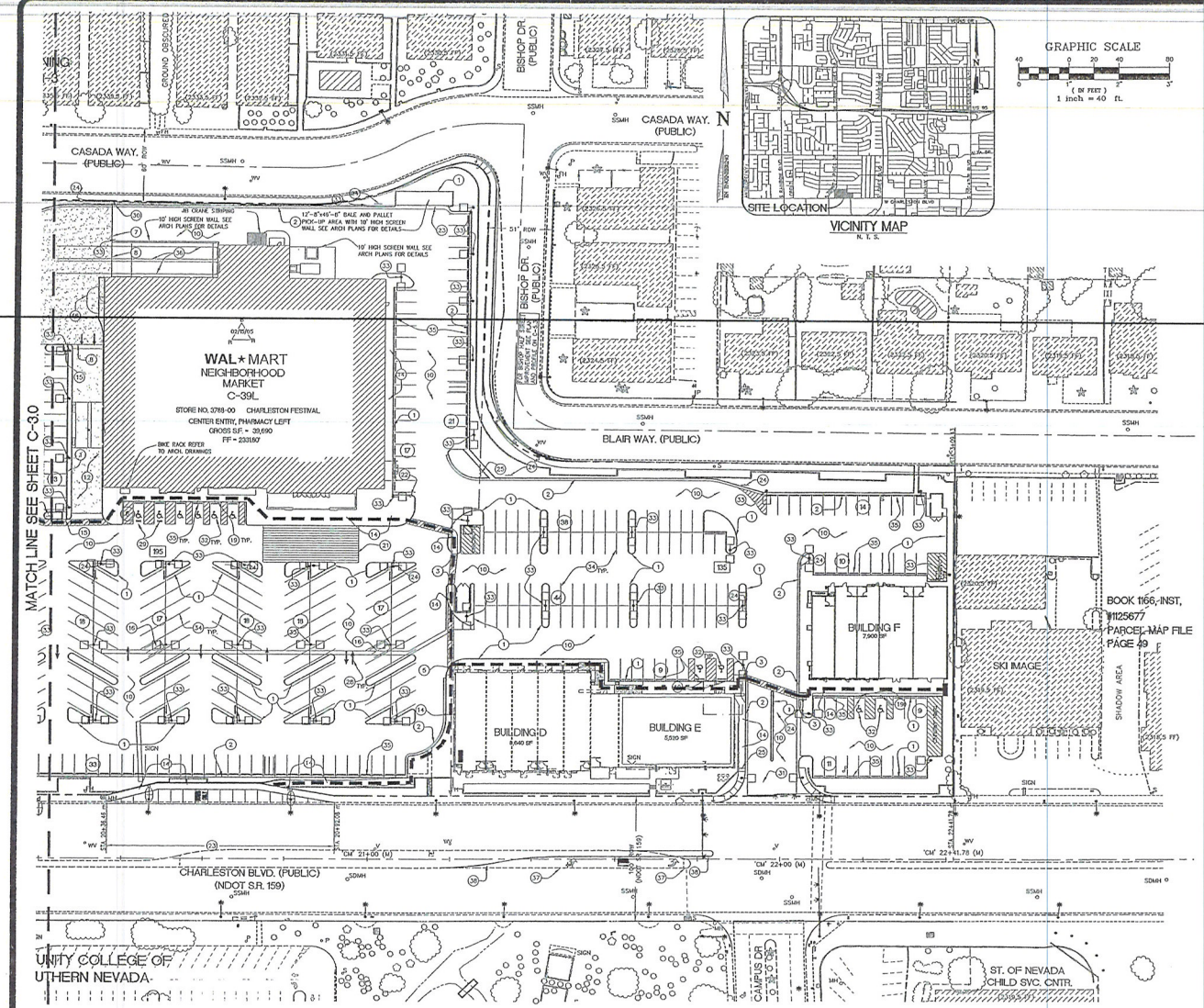
CHARLESTON FESTIVAL
CHARLESTON BLVD. AT TORREY PINES DR.
IMPROVEMENT PLANS
SITE PLAN II

DRAWN	BZ
USER	BruceZ
CHECKED	
TIME PLOTTED	8:39 PM
DATE PLOTTED	06-22-05
ISSUE DATE	5-18-04
PERMIT SET ISSUE DATE	TBD
CONSTRUCTION SET ISSUE DATE	TBD
EN JOB No.	03-547

SHEET C-3.1
4 SHEETS

Received
JUN 23 2005
Clark County
Department of Planning

Site plan



SITE CONSTRUCTION NOTES

ITEM #	DESCRIPTION
1	CONSTRUCT "A" TYPE CURB AND GUTTER PER DETAIL 6, CD-1.1
2	CONSTRUCT "L" TYPE CURB PER USDCCA DWG. NO. 216
3	CONSTRUCT TYPE "A" CONCRETE RAMP PER DETAIL 1, CD-1.1.
4	CONSTRUCT TYPE "B" CONCRETE RAMP PER DETAIL 2, CD-1.1.
5	CONSTRUCT TYPE "C" CONCRETE RAMP PER DETAIL 3, CD-1.1.
6	INSTALL DETECTABLE WARNING PER DETAIL 7, CD-1.1.
7	CONSTRUCT ASPHALT TURNDOWN PER DETAIL 5, CD-1.1.
8	CONSTRUCT CONCRETE TURNDOWN PER DETAIL 4, CD-1.1.
9	CONSTRUCT MONOLITHIC CURB AND SIDEWALK PER DETAIL 8, CD-1.1.
10	INSTALL REGULAR DUTY ASPHALT PAVEMENT PER DETAIL 7, CD-1.2.
11	INSTALL HEAVY DUTY ASPHALT PAVEMENT PER DETAIL 7, CD-1.2.
12	INSTALL REGULAR DUTY CONCRETE PAVEMENT PER DETAIL 7, CD-1.2.
13	INSTALL HEAVY DUTY CONCRETE PAVEMENT PER DETAIL 7, CD-1.2.
14	CONSTRUCT CONCRETE SIDEWALK PER USDCCA DWG. NO. 234
15	INSTALL SLOPED PAVEMENT TO MEET STOP (1 : 20 MAX)
16	INSTALL CART CORRAL PER DETAIL 11, CD-1.1.
17	INSTALL STANDARD PIPE BOLLARD PER DETAIL 1, CD-1.0.
18	INSTALL STANDARD SIGN BASE PER DETAIL 2, CD-1.0.
19	INSTALL ACCESSIBLE PARKING SIGN PER DETAIL 3, CD-1.0.
20	INSTALL "TRUCK ENTRANCE" SIGN PER DETAIL 4, CD-1.0.
21	PAINT 4" W AT 2' O.C. DIAGONAL PAVEMENT STRIPING
22	INSTALL PEDESTRIAN CROSSING SIGN PER DETAIL 6, CD-1.0.
23	INSTALL TYPICAL BUS TURN OUT PER USDCCA STANDARD DWG. NO. 234.1
24	INSTALL "NO PARKING-FIRE LANE" SIGN PER DETAIL 8, CD-1.0.
25	INSTALL "STOP" SIGN PER DETAIL 10, CD-1.0.
26	INSTALL "TRUCK ENTRANCE" SIGN PER DETAIL 11, CD-1.0.
27	INSTALL "TRUCK EXIT" SIGN PER DETAIL 12, CD-1.0.
28	INSTALL TRAFFIC FLOW ARROWS AS INDICATED PER DETAIL 9, CD-1.0.
29	INSTALL "WAL" PAVEMENT MARKINGS PER DETAIL 13, CD-1.0.
30	INSTALL "NO TRUCKS ALLOWED BEYOND THIS POINT" SIGN PER DETAIL 14, CD-1.0.
31	INSTALL STOP BAR PAVEMENT MARKINGS PER DETAIL 15, CD-1.0.
32	INSTALL ACCESSIBLE PARKING SPACE SYMBOL PER DETAIL 16, CD-1.0.
33	INSTALL LIGHT POLE BASE PER DETAIL 9, CD-1.1.
34	PAINT YELLOW STRIPING PER SPECIFICATIONS
35	INSTALL BUMPER BLOCK PER USDCCA STANDARD DWG. NO. 238.
36	PAINT (2) 4" STRIPES SPACED 10' O.C. x 130' LONG CENTERED ON DOCK DOORS
37	SAWCUT, REMOVE EXISTING CURB, GUTTER, AND PAVEMENT AND MATCH EXISTING CONTRACTOR SHALL VERIFY EXISTING ELEVATION AND REPORT ANY DISCREPANCIES TO THE CONSTRUCTION MANAGER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
38	INSTALL GUIE DOWN 8" CURB MDOT STANDARD R-5.1.1 LOCATION AND SIZE VARIES

COORDINATION NOTES

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BENCHMARK:
BENCHMARK ID #5C0035541898
RIVET & WASHER ALUM. PLATE IN TOP OF CURB ON NORTHEAST CORNER OF CHARLESTON BLVD & TORREY PINES DRIVE, NAVD 88
ELEVATION = 2345.05 FEET 714.7735 METERS

Call before you Underground 1-702-405-2151
Call before you OVERHEAD 1-702-383-6111
Call before you Dig. 1-800-227-2600

ROC-48170

107V4408

REVISIONS

DESCRIPTION	DATE
◇ PER PLAN CHECK #1	08-12-04
△ PER PLAN CHECK #2	09-13-04

EN ENGINEERING
Planning Civil Engineering/ Surveying
FINAL SUBMITTAL
EXP.12/31/05

WAL★MART
Neighborhood Market
CHARLESTON FESTIVAL
CHARLESTON BLVD. AT TORREY PINES DR.
IMPROVEMENT PLANS
SITE PLAN II

DRAWN	BZ
USER	EVONZ
CHECKED	PFF
TIME PLOTTED	09:19:28
DATE PLOTTED	09-22-05
ORIGINAL ISSUE DATE	8-18-04
REVISED DATE	NO
CONSTRUCTION ISSUE DATE	SEPT TBD
EN JOB No.	03-547
SHEET	C-3.1
4 OF 18 SHEETS	

RECEIVED
JAN 17 '06
City of Las Vegas
Dept. of Planning

Brownstein Hyatt
Farber Schreck

January 24, 2013

Andrew D. Moore
Attorney at Law
702.464.7093 tel
702.382.8135 fax
amoore@bhfs.com

VIA HAND DELIVERY

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89109

RE: Wal-Mart Stores, Inc. d/b/a Wal-Mart Neighborhood Market 3788 - Justification Letter for Review of Conditions for Special Use Permit 3815

Dear Senior Planner:

We represent Wal-Mart Stores, Inc. ("Wal-Mart"). Wal-Mart owns and operates a Wal-Mart Neighborhood Market located at 6310 W. Charleston Blvd. in the City of Las Vegas (the "Store"). The Store holds a package liquor license (License #L15-00132), employs approximately 77 people, and is open 24 hours per day.

In follow up to our letter dated January 16, 2013 related to the pre-application conference request form, we hereby provide this letter in support of Wal-Mart's request for a review of the conditions imposed on the Store's special use permit. This letter serves as the justification letter that is required to be submitted concurrently with the Application/Petition Form for a Review of Conditions of Special Use Permit to the City of Las Vegas Department of Planning.

Special Use Permit

In 2004, PSA Land Investments, LLC ("PSA") applied for, and was granted, a special use permit for a proposed grocery store to be constructed on real estate that was owned by PSA at the time. The Las Vegas City Council approved PSA's request for a special use permit for liquor sales at its meeting on April 7, 2004 ("SUP-3815") and SUP 3815 was issued by the City of Las Vegas (the "City") on April 8, 2004. SUP-3815 authorized PSA's real property to be used for liquor sales (off-premise consumption) in conjunction with a grocery store. The real property on which the Store is located (APN #138-35-816-002; the "Property"), and which is subject to SUP 3815, is now owned by Wal-Mart Real Estate Business Trust ("Wal-Mart Trust").

With its Application for a Review of Conditions, Wal-Mart seeks the removal of Condition 7 of SUP-3815. Condition 7 of SUP-3815 reads: "The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."[1] Wal-Mart requests that Condition 7 be removed from SUP-3815 so that

[1] Since 2004 when SUP 3815 was issued, there has been a proliferation of wine being bottled with screw caps. With SUP 3815, the Store is limited in the type of 750 mL bottles of wine it can sell because of the screw cap prohibition.

ROC-48170

100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
main 702.382.2101

Brownstein Hyatt Farber Schreck, LLP

Wal-Mart will be authorized to sell individual containers of any size of beer, wine coolers or screw cap wine at the Store.

Liquor Licensing History

In June 2006, the Las Vegas City Council approved a package liquor license for the Store. The package liquor license issued to Wal-Mart allows the Store to sell alcoholic beverages "to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the" beverages are sold.[2] Package liquor licenses may not be issued to establishments "located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park."[3]

Upon information and belief, the Store is not located within 400 feet of any school, church, synagogue, child care facility or City park. The closest primary school – Rose Warren Elementary School – is located at 6451 Brandywine Way and is approximately 1,450 feet away from the Store. Bonanza High School, a secondary school, is located at 6665 Del Rey Avenue and is approximately 2,000 feet away from the Store. The church or synagogue closest to the Store is the Korean Seventh Day Adventist Church, which is located at 6212 W. Charleston Blvd.; it is approximately 625 feet from the Store. Trinity United Methodist Church is the closest child care facility to the Store and it is approximately 1,700 feet from the Store. The two closest City parks to the Store are Dexter Park (located at southeast corner of Upland Blvd. and Evergreen Ave.) and Firefighters Memorial Park (located at 6401 Oakey Blvd.). Both parks are more than 3,000 feet from the Store.

There are additional liquor licenses located near the Store. The Terrible's location at 6380 W. Charleston Blvd. holds a package liquor license (No. L10-00127) and is a restricted slot machine location (No. G01-02468). The Market & Smokes store located at 1000 S. Torrey Pines Drive, Ste. A holds a package liquor license (No. L10-00339) and a restricted gaming license (No. G01-02485).

Zoning

The Store is located in an established commercial zoning district and is currently zoned C-1. C-1 Districts are "intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments."

With this Review of Conditions, Wal-Mart is requesting a modification to SUP-3815 that will allow the Store to sell single serving containers of beer, wine coolers and screw cap wine. By issuing the Store a liquor license in 2006, the City determined that the Store's retail liquor sales are compatible with and in harmony with the area surrounding the Store. There are no schools, churches, parks or child care facilities within 400 feet of the Store. The Store is already selling beer, wine and hard liquor to its customers. With this request, Wal-Mart simply wants to be able to provide a wider variety of products to its customers.

[2] City of Las Vegas Unified Development Code, Sec. 19.18.020 (effective May 1, 2011); *see, also*, City of Las Vegas Municipal Code Sec. 19.04.010 (effective until April 30, 2011).
[3] City of Las Vegas Unified Development Code, Sec. 19.12.070 (effective May 1, 2011); *see, also*, City of Las Vegas Municipal Code Sec. 19.04.010 (effective until April 30, 2011). Under Las Vegas Zoning Code Chapter 19.20 (effective March 1997), the definition of school includes public or private primary (kindergarten through 8th grade) or secondary (9th through 12th grades) schools.

The impact of the requested change to SUP 3815 is negligible. The sale of package liquor, including screw cap wine, is consistent with previous approvals in the area and is a common practice for grocery stores in the City. In fact, Wal-Mart operates Supercenters and Neighborhood Markets in the City and in unincorporated Clark County, Hendreson and North Las Vegas that sell single serving containers of beer, wine coolers and screw cap wine. Therefore, this Review of Conditions application meets all minimum special use permit requirements and if granted, the liquor sales at the Store will continue to be conducted in a compatible and harmonious manner within the existing retail establishment and with similar uses in the area surrounding the Store.

Sincerely,

Andrew D. Moore

ADM

ROC-48170

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

April 8, 2004

Mr. Carl Peterson
PSA Land Investment, Limited Liability Company
One Arrowhead Drive
Kansas City, Missouri 64129

RE: SUP-3815 - SPECIAL USE REVIEW
CITY COUNCIL MEETING OF APRIL 7, 2004
Related to SDR-3790

Dear Mr. Peterson:

The City Council at a regular meeting held April 7, 2004 APPROVED the request for a Special Use Permit FOR LIQUOR SALES (OFF-PREMISE CONSUMPTION) adjacent to the north side of Charleston Avenue, approximately 375 feet east of Torrey Pines Drive (APN: 138-35-801-002; 138-35-803-001), C-1 (Limited-Commercial) Zone, Ward 1.

The Notice of Final Action was filed with the Las Vegas City Clerk on April 8, 2004. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (Off-Premise Consumption) use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review [SDR-3790].

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

4. All City Code requirements and design standards of all City departments must be satisfied.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. The sale of alcoholic beverages shall be limited to an area not to exceed 10% of the retail floor space of the market

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-6/03

ROC-48170

7. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Theodore Kruger
Bullseye Commercial Real Estate
29100 Old Mill Creek Lane
Agoura, California 91301

Ms. Deborah McCutchen
Perkowitz & Ruth Architects
3980 Howard Hughes Parkway
Las Vegas, Nevada 89109

ROC-48170

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WAL-MART STORES, INC. - OWNER: WAL-MART REAL ESTATE BUSINESS TRUST

**** STAFF RECOMMENDATION(S) ****

THIS ITEM WAS HELD IN ABEYANCE FROM THE MARCH 6, 2013 CITY COUNCIL MEETING AT THE REQUEST OF STAFF.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-48170	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

ROC-48170 CONDITIONS

Planning

1. Condition #7 of Special Use Permit (SUP-3815) shall be deleted.

2. Conformance to the conditions of approval of Special Use Permit (SUP-3815) and all other site related actions as required by the Department of Planning and Department of Public Works.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition of a previously approved Special Use Permit (SUP-3815) to delete condition #7 that states, "The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted" at 6310 West Charleston Boulevard. The applicant has the appropriate business licenses and has one business licensing enforcement case (121671) for selling individual containers of any size of beer, wine coolers, or screw cap wine. The applicant is working to close the case, with this Review of Condition request to delete condition #7. There have been numerous calls for service for the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business.

As there have been no negative police calls for service directly related to the business and there are no protected uses within 400 feet of the site, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/22/61	The Board of City Commissioners approved a request for Rezoning (Z-0057-60) to R-3 (Medium Density Residential) and C-1 (Limited Commercial) on property generally located on the north side of Charleston Boulevard, east of Torrey Pines Drive. The Planning Commission recommended approval.
06/19/92	The City Council approved an appeal for a Special Use Permit (U-0095-92) for a 672 square-foot Off-Premise Sign on property generally located on the north side of Charleston Boulevard, 450 east of Torrey Pines Drive. The Board of Zoning Adjustment recommended denial.
10/13/97	The City Council approved an appeal for a Five-Year Required Review of a Special Use Permit [U-0095-92(1)] for a 672 square-foot Off-Premise Sign to continue on property generally located on the north side of Charleston Boulevard, 450 east of Torrey Pines Drive. The Planning Commission recommended denial.
03/12/98	The Planning Commission approved a request for a Site Development Plan Review [Z-0057-60(1)] on property located on the north side of Charleston Boulevard approximately 200 feet east of Torrey Pines Drive (immediately to the west of the subject site) for a proposed 4,270 square-foot fast food restaurant.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/07/04	The City Council approved a request for a Site Development Plan Review (SDR-3790) and Waivers of perimeter buffering and landscaping standards for a 101,000 square-foot retail center and a Special Use Permit (SUP-3815) for Liquor Sales (Off-Premise Consumption) adjacent to the north side of Charleston Terrace, approximately 375 feet east of Torrey Pines Drive. The Planning Commission and staff recommended approval.
11/18/04	The Planning Commission approved a request for a Tentative Map (TMP-5400) for a one lot commercial subdivision on 9.74 acres adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive.
03/02/05	The City Council approved a request for a Review of Condition (ROC-5940). The request for a Review of Condition Number 17 of an approved Site Development Plan Review (SDR-3790) was amended to allow for delivery hours to be between 5:30 A.M. and 10:00 P.M. A one-year review from the time a temporary or permanent Certificate of Occupancy is issued for the delivery hours.
02/28/05	A Final Map (FMP-6186) for a one lot commercial subdivision on 9.74 acres adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive was processed. The map was never approved or recorded.
05/04/05	The City Council approved a Site Development Review (SDR-6023) for a 94,978 sq. ft. commercial development on 10.21 acres near Torrey Pines and Charleston Boulevard. The Planning Commission recommended approval.
07/27/05	A Final Map (FMP-8401) for a one lot commercial subdivision on 9.74 acres adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive was processed. The map was approved and recorded on 08/01/06.
12/07/05	The Department of Planning and Development administratively approved a Site Development Review (SDR-9904) to combine two buildings into one on 10.21 acres at 6310 West Charleston Boulevard.
01/18/06	The City Council approved a request for a Special Use Permit (SUP-9493) for a Financial Institution, Specified (Check Cashing) with 24 hour service at 6310 West Charleston Boulevard. The Planning Commission and staff recommended approval.
03/02/06	The City Council approved a Master Sign Plan (MSP-10761) for a commercial/retail development on 10.10 acres adjacent to the north side of Charleston Boulevard, approximately 400 feet east of Torrey Pines Drive. The Planning Commission and staff recommended approval.
04/19/06	The City Council approved a request for an Extension of Time (EOT-12150) of an approved Special Use Permit (SUP-3815) for Liquor Sales (Off-Premise Consumption) at 6310 West Charleston Boulevard.

07/11/07	The City Council approved a request for a Required Review (RQR-22348) of an approved Review of Condition (ROC-5940) to allow for delivery hours to be between 5:30 A.M. and 10:00 P.M. at 6310 West Charleston Boulevard.
04/18/12	The City Council approved a General Plan Amendment (GPA-43991) to establish Redevelopment Area 2 and to change the future land use designation within the Redevelopment Area to C (Commercial) or Mixed Use (MXU), which included the subject site.

Most Recent Change of Ownership	
06/05/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/12/05	A building permit (05007216) was issued for a Certificate of Occupancy at 6310 West Charleston Boulevard. The permit was finalized on 07/11/06.
12/21/05	A building permit (05009010) was issued for on-site improvements at 6310 West Charleston Boulevard. The permit was finalized on 10/13/06.
10/31/12	A business license enforcement case (121671) was processed for failure to maintain employee list, manager did not have work card in their possession, open container signs were not posted at the sales counter, failed to require suitability of an employee and the sales of screw cap wines. The case is still open.

Pre-Application Meeting	
01/23/13	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition of a previously approved Special Use Permit (SUP-3815) that prohibits the sale of individual containers of any size of beer, wine coolers, or screw cap wine.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
02/04/17	Staff conducted a field check of the subject site and found the area surrounding the business clean and neat in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	4.31

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	College, University or Seminary	PF (Public Facilities)	CV (Civic)
East	General Retail Stores, Other than Listed and Restaurants	MXU (Mixed Use)	C-1 (Limited Commercial)
West	General Retail Stores, Other than Listed and Restaurants	MXU (Mixed Use)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area 2	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is request a Review of Condition of a previously approved Special Use Permit (SUP-3815) to delete condition #7 that prohibited the sale of individual size containers of beer, wine coolers, or screw cap wine at 6310 West Charleston Boulevard. The applicant has the appropriate business licenses and has experienced one licensing issue, which approval of the subject Review of Condition would satisfy. There are no protected uses within 400 feet of the subject site. There have been numerous calls for service for the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business. Staff conducted a field check of the subject site and found the area surrounding the business free of trash and debris. The surrounding area has not experienced any significant changes in land use or new development.

FINDINGS

As there have been no negative police calls for service directly related to the operation of the business and no protected uses are in the surrounding area, staff is recommending approval of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 27

NOTICES MAILED 641

APPROVALS 0

PROTESTS 0

P1/1

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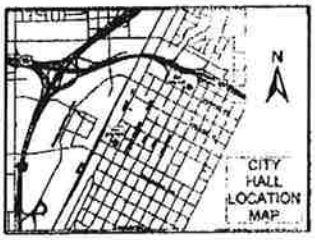

We believe that Wal-Mart should be allowed to continue to sell the items listed - beer, wine, etc.
Obrecht LLC
Frances Mobberry

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ROC-48170
City Council Meeting of **03/06/2013**

Case: ROC-48170
13835402012
OBRECHT L L C
8144 MADDINGLEY AVE
LAS VEGAS NV 89117-7638 89117-7638

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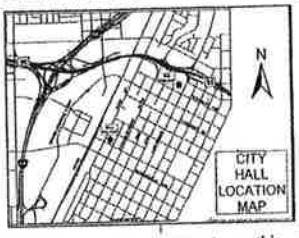

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ROC-48170

City Council Meeting of **03/06/2013**

Case: ROC-48170

16302114010
FELDMAN ROBERT L
%SAMSON EQUITIES CORP
800 N RAINBOW BLVD #208
LAS VEGAS NV 89107-1193 89107-1193

2E LRDFNMP 89107

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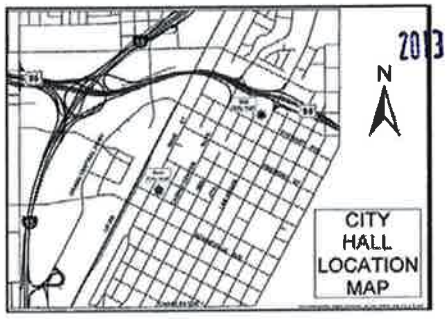

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ROC-48170
City Council Meeting of **03/06/2013**

Case: ROC-48170
13835412041
LARKIN RICHARD & LIDA
6417 EVERGREEN AVE
LAS VEGAS NV 89107-3454 89107-3454

25 LRDFMP 89107

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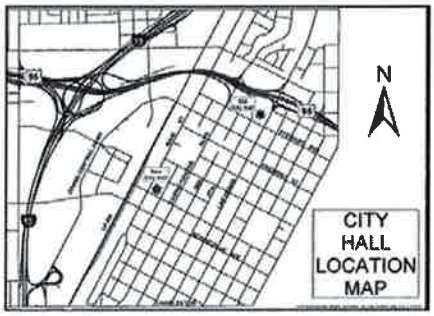

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-48170
City Council Meeting of **03/06/2013**

Case: ROC-48170
13835814028
LONARDO FAMILY LIVING TRUST
LONARDO GENE R & PEARL TRS
6300 BLAIR WY
LAS VEGAS NV 89107-3500 89107-3500

25 LRDFNMP 89107

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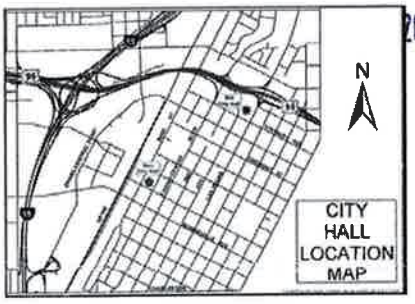

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ROC-48170
City Council Meeting of **03/06/2013**

Case: ROC-48170
13835412063
CENICOLA LINDA L & LINDA LOU
6449 BANNOCK WY
LAS VEGAS NV 89107-3509 89107-3509

25 LRDFNMP 89107

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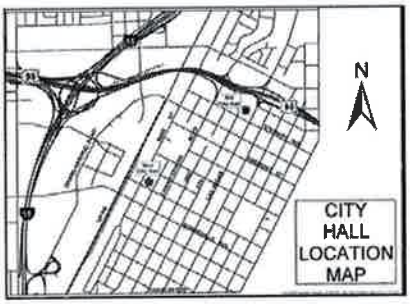

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-48170
City Council Meeting of **03/06/2013**

Case: ROC-48170
13835715048
CANION CURTIS E
6228 BRITTANY WY
LAS VEGAS NV 89107-3445 89107-3445

25 LRDFNMP 89107

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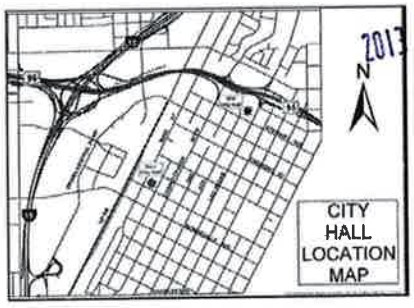

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-48170

City Council Meeting of **03/06/2013**

Cust can use 711's, etc for single cans — I don't want drunks at Grocery store

Case: ROC-48170

13835811009
SNYDER VICTORIA A
824 SLAYTON DR
LAS VEGAS NV 89107-3476 89107-3476

No need for it!

25 LRCFNMP 89107

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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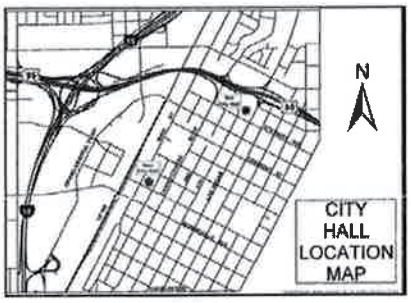

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-48170

City Council Meeting of **03/06/2013**

Case: ROC-48170

13835411065
HODY KENNETH & SHARON
HODY KENNETH J & SHARON
6544 CASADA WY
LAS VEGAS NV 89107-3313

25 LRDFNMP 89107

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:

EOT-48315 - EXTENSION OF TIME - NON-PUBLIC HEARING - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC - Discussion for possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-40376) FOR A PROPOSED NINE SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT USE WITHIN AN EXISTING 3,187 SQUARE-FOOT CONVENIENCE STORE at 500 South Decatur Boulevard (APN 138-36-701-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

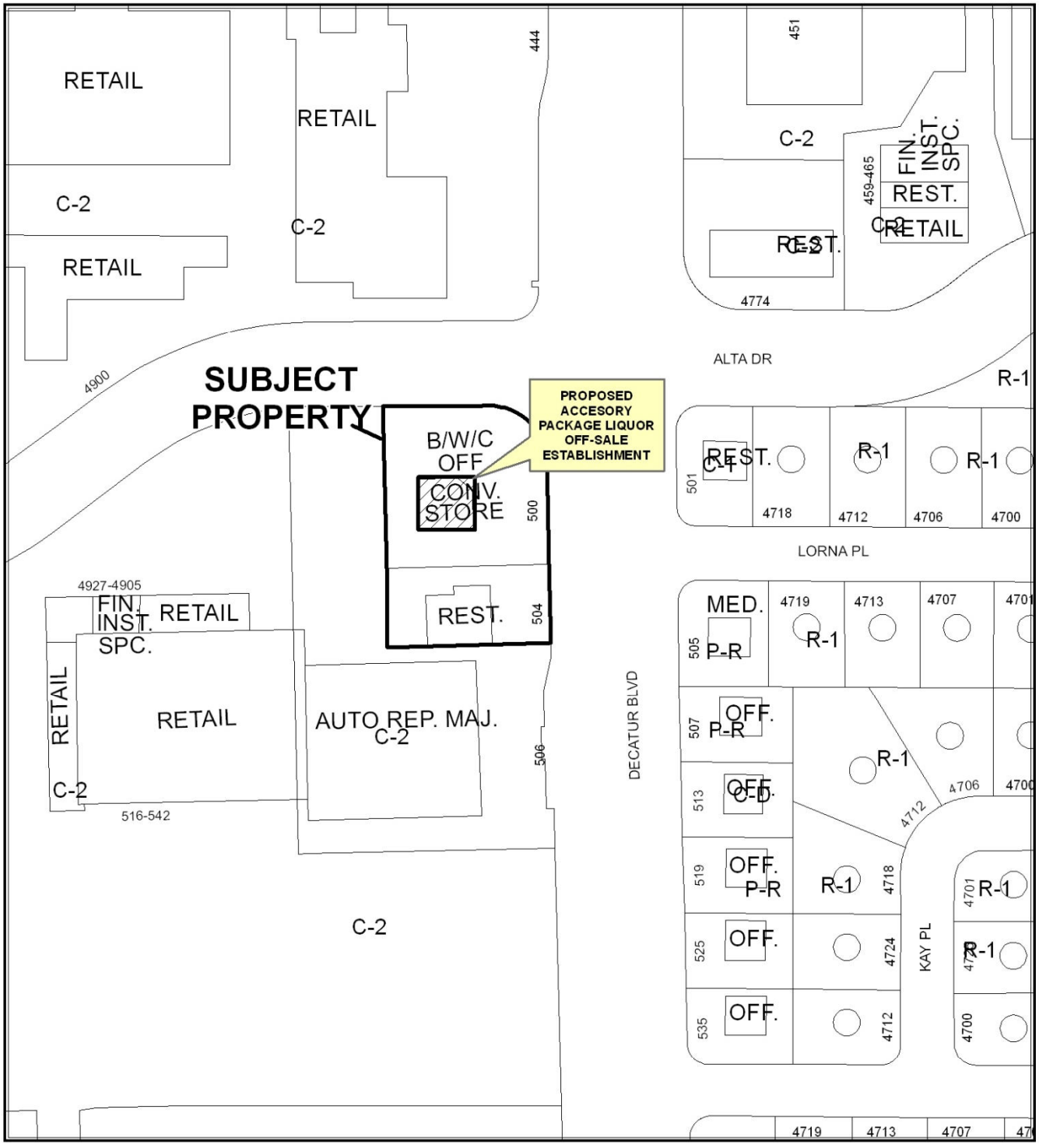
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. City Council Action Letter for SUP-40376



0 100 200 Feet

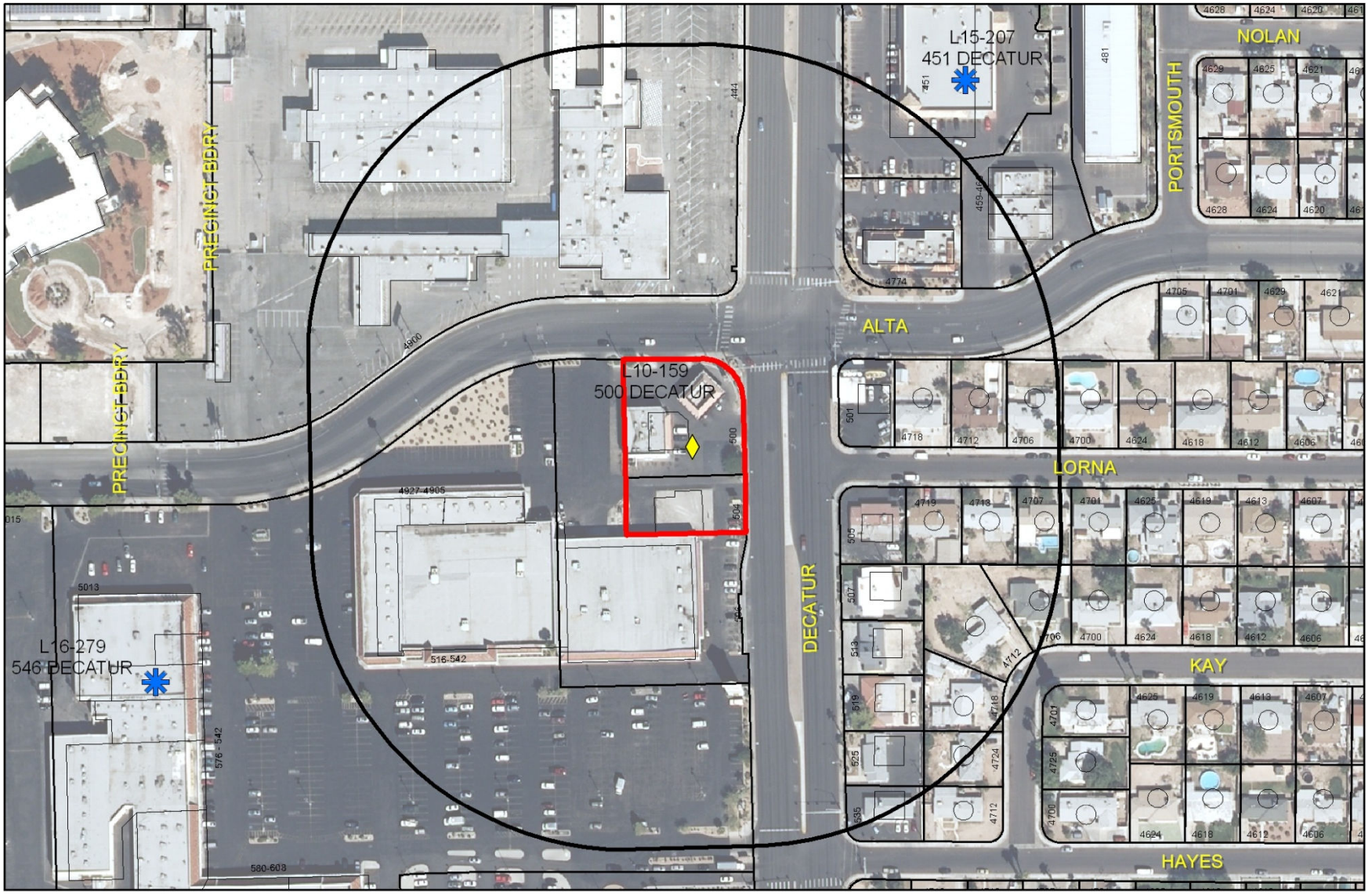
CASE: **SUP-45532**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

CASE: **SUP-45532**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



EOT-48315

Package Liquor Sales

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-48315	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

EOT-48135 CONDITIONS

Planning

1. This Special Use Permit (SUP-40376) shall expire on February 16, 2014 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Special Use Permit (SUP-40376) and all other site related actions as required by the Department of Planning and Department of Public Works.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting an Extension of Time of a previously approved Special Use Permit (SUP-40376) for a proposed nine square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 3,187 square-foot Convenience Store at 500 South Decatur Boulevard. There has been a new entitlement in the surrounding area General Plan Amendment (GPA-43991) to establish the Redevelopment Area #2, which changed the future land use to MXU (Mixed-Use) on the subject site. No business license has been issued at 500 South Decatur Boulevard for such use. The applicant is requesting an Extension of Time to complete and submit the required paperwork for an Accessory Package Liquor Off-Sale license.

Though a new entitlement has been approved in the surrounding area, staff finds that the proposed use will not negatively affect the subject site; therefore, is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/22/95	The Planning Commission approved a request for an Aesthetic Review (AR-0006-95 for a proposed convenience store with gasoline sales located at 500 South Decatur Boulevard. The Department of Planning staff recommended approval.
07/19/95	The City Council approved a request for a Special Use Permit (U-0064-95) to allow the sale of beer and wine in conjunction with a convenience store at 500 South Decatur Boulevard. The Board of Zoning Adjustment and staff recommended approval.
07/17/96	The City Council approved a request for a one year Extension of Time [(U-0064-95(1)] of an approved Special Use Permit (U-0064-95) to allow the sale of beer and wine in conjunction with a convenience store at 500 South Decatur Boulevard. The Board of Zoning Adjustment and staff recommended approval.
02/16/11	The City Council approved a request for a Special Use Permit (SUP-40376) for a nine square-foot Accessory Package Liquor Off-Sale use within an existing 3,187 square-foot convenience store at 500 South Decatur Boulevard. The Planning Commission and staff recommended approval.
04/08/12	The City Council approved a request for General Plan Amendment (GPA-43991) to establish the Redevelopment Area #2 and change the future land use designation on various parcels within Redevelopment Area #2 to C (Commercial) or MXU (Mixed-Use) which includes the subject site.

Most Recent Change of Ownership	
01/27/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1961	The original Service Station was constructed.
06/04/96	A building permit (96394816) was issued for a retail building at 500 South Decatur Boulevard. The permit was finalized on 12/30/96.
08/19/96	A building permit (96396987) was issued for a fuel tank at 500 South Decatur Boulevard. The permit was finalized on 12/13/96.
10/08/96	A building permit (96020288) was issued for a fuel pump canopy at 500 South Decatur Boulevard. The permit was finalized on 12/13/96.
11/06/96	A building permit (96022242) was issued for signage at 500 South Decatur Boulevard. The permit was finalized on 12/03/96.
12/17/96	A business license (C05-01792) was issued for a Tobacco Dealer at 500 South Decatur Boulevard. The license is currently active.
	A business license (C08-01517) was issued for Coin Amusement Machines at 500 South Decatur Boulevard. The license was marked out of business on 04/29/08.
	A business license (C15-00169) was issued for a Convenience Store at 500 South Decatur Boulevard. The license is currently active.
	A business license (L10-00159) was issued for Beer/Wine/Cooler Off-Sale at 500 South Decatur Boulevard. The license is currently active.
01/24/97	A business license (C20-01761) was issued for Convention Hall Gaming Tax at 500 South Decatur Boulevard. The license is currently active.
	A business license (G01-01764) was issued for a Gaming Establishment Restricted at 500 South Decatur Boulevard. The license is currently active.
12/07/09	A building permit (152487) was issued for a 49 square-foot canopy sign at 500 South Decatur Boulevard. The permit was finalized on 02/09/09.
12/09/09	A building permit (152757) was issued for a 99 square-foot pylon sign at 500 South Decatur Boulevard. The permit was finalized on 02/09/09.
07/11/12	A business license enforcement case (116908) was processed for employee without a work card, failure to have business license posted and failure to provide a current employees list at 500 South Decatur Boulevard. The case was resolved on 07/31/12.
07/19/12	A business license enforcement case (117330) was processed for an unlicensed business at 500 South Decatur Boulevard. The case was resolved on 07/25/12.
07/30/12	A business license (R10-01138) was issued for an Ice Cream Parlor at 500 South Decatur Boulevard. The license is currently active.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
02/20/13	During a site visit, staff noted a well maintained convenience store with fuel pumps.

Details of Application Request	
Site Area	
Net Acres	0.50

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store	MXU (Mixed Use)	C-2 (General Commercial)
North	Shopping Center	MXU (Mixed Use)	C-2 (General Commercial)
South	Restaurant	MXU (Mixed Use)	C-2 (General Commercial)
East	Restaurant	C (Commercial)	C-1 (Limited Commercial)
West	Shopping Center	MXU (Mixed Use)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area #2	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of the approved Special Use Permit (SUP-40376) to allow the addition of a nine square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 3,187 square-foot Convenience Store. There are no churches, schools, child care facilities or city parks that are located within the required 400-foot distance separation radius since approval of the initial entitlement.

FINDINGS

Title 19.16.110 of the Unified Development Code deems a Special Use Permit to be exercised upon the issuance of a business license for the proposed use. A business license has not been issued for such use; therefore the entitlement has not been exercised. The proposed use continues to meet the minimum requirements of Title 19.12 and can be conducted in a manner that is harmonious and compatible with the surrounding uses; staff therefore recommends approval of this request with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-40376) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

EOT-48315

Case Number: SUP-403746 APN: 138-36-701-003

Name of Property Owner: Charleston Heights Shopping Center

Name of Applicant: Short Line Express Market

Name of Representative: Liz Lutz

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: _____

RECEIVED
FEB - 7 2013
City of Las Vegas
Department of Planning

Signature of Property Owner: _____

Print Name: Barry W. Backer, manager

Subscribed and sworn before me

This 7 day of February, 2013

Bunny J. Reiman

Notary Public in and for said County and State

NOTARY PUBLIC
BUNNY J. REIMAN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APR. 25, 2016
No: 08-6529-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Short Line Express Market

Project Address (Location) 500 S. Decatur Blvd LV NV 89107

Project Name Short Line Express Market **Proposed Use** _____

Assessor's Parcel #(s) 138-36-701-003 **Ward #** One

General Plan: existing Cstore proposed ~~Cstore~~ Cstore **Zoning:** existing beer wine offsale proposed Beer Wine Liquor

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .5 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Charleston Hts Shopping Ctr **Contact** Barry Becker

Address 505 S. Jones **Phone:** 878-1903 **Fax:** 878-1057

City Las Vegas **State** NV **Zip** 89107

E-mail Address _____

APPLICANT Short Line Express Market **Contact** Duane Shields

Address 7380 Eastgate Rd Ste 110. **Phone:** 396-6703 **Fax:** 396-6705

City Henderson **State** NV **Zip** 89011

E-mail Address Tadracc@AOL.com

REPRESENTATIVE Short Line Express MKT **Contact** Liz Lutz

Address 7380 Eastgate Rd Ste 110 **Phone:** 396-6703 **Fax:** 396-6705

City Henderson **State** NV **Zip** 89011

E-mail Address mzliz62@AOL.com

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 Barry W. Becker, manager

Subscribed and sworn before me

This 7 day of February, 2013.

Bunny J. Reiman

Notary Public in and for said County and State

NOTARY PUBLIC
BUNNY J. REIMAN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APR. 25, 2016
No: 08-6529-1

FOR DEPARTMENT USE ONLY	
Case #	EOT-48315
Meeting Date:	03/20/13
Total Fee:	300.00
Date Received:*	02/07/13
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

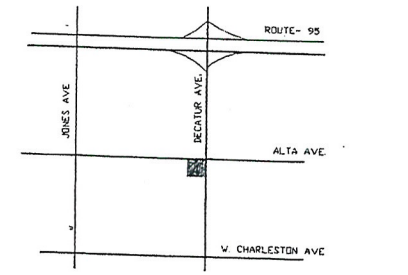
f:\depot\Application Packet\Application Form.pdf

CONVENIENCE STORE @ DECATUR & ALTA

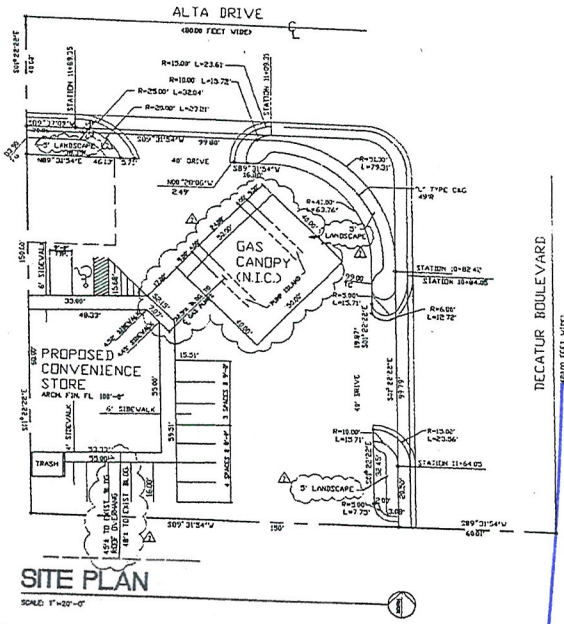
for: BECKER ENTERPRISES

CODE ANALYSIS

CODE 1994 U.B.C.	
PROJECT:	CONVENIENCE STORE
CONSTRUCTION TYPE	V-N
OCCUPANCY:	M
ALLOWABLE AREA:	8,000 SQ. FT.
ACTUAL AREA	3187 SQ. FT.
FIRE SUPPRESSION:	FULLY SPRINKLED
OCCUPANCY LOAD	70
PARKING REQUIRED	12
PARKING PROVIDED	14 + 1 H.C. = 15 TOTAL



VICINITY MAP
NO SCALE



SITE PLAN
SCALE: 1"=20'-0"

INDEX OF DRAWINGS

#	DESCRIPTION
A-1.1	COVER SHEET, SITE PLAN & CODE ANALYSIS
A-2.1	FLOOR PLAN & SITE PLAN
A-3.1	REFLECTED CEILING PLAN
A-4.1	ROOF PLAN
A-5.0	EXTERIOR & INTERIOR ELEVATIONS
A-5.1	EXTERIOR & INTERIOR ELEVATIONS
A-6.1	BUILDING SECTIONS & TRASH ENCLOSURE DETAILS
A-7.1	ARCHITECTURAL DETAILS
A-8.1	SCHEDULES & DETAILS
FR1	FIRE RESISTANCE STANDARDS
E-1.1	SPECIFICATIONS, SYMBOL LIST, FIXTURE SCHEDULES & ELECTRICAL SITE PLAN
E-2.1	LIGHTING PLAN
E-3.1	POWER & AUXILIARY PLAN
E-4.1	SINGLE LINE AND RISER DIAGRAMS
E-5.1	PANEL SCHEDULES
M-1	MECHANICAL FLOOR PLAN & SCHEDULES
P-1	PLUMBING FLOOR PLAN
P-2	PLUMBING SCHEDULES, ISOMETRICS & DETAILS
S-1	POST TENSION DETAILS / GENERAL NOTES
S-2	FOUNDATION PLAN
S-3	ROOF FRAMING PLAN
S-4	STRUCTURAL DETAILS
SP-1	SPECIFICATIONS
SP-1.1	SPECIFICATIONS

	FOOD SERVICE EQUIPMENT DRAWINGS (BY OTHERS)
K-1	KITCHEN EQUIPMENT PLAN & SCHEDULES
K-2	KITCHEN EQUIPMENT ELEVATIONS
K-3	KITCHEN EQUIPMENT ELEVATIONS
C-1	KITCHEN EQUIPMENT GENERAL NOTES
KE-1	KITCHEN EQUIP. ELECTRICAL NOTES & SCHEDULES
KP-1	KITCHEN EQUIP. PLUMBING NOTES & SCHEDULES
KR-1	REFRIGERATION EQUIPMENT PLAN

CONSULTANTS

STRUCTURAL
HENDENHALL SMITH INC.
4620 SOUTH ARVILLE, SUITE A
LAS VEGAS, NEVADA, 89103
367-6925

MECHANICAL / PLUMBING
H.H. IRBY & ASSOC.

CIVIL (UNDER SEPARATE CONTRACT)

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FEB - 7 2013
City of Las Vegas
Department of Planning

EOT-48315

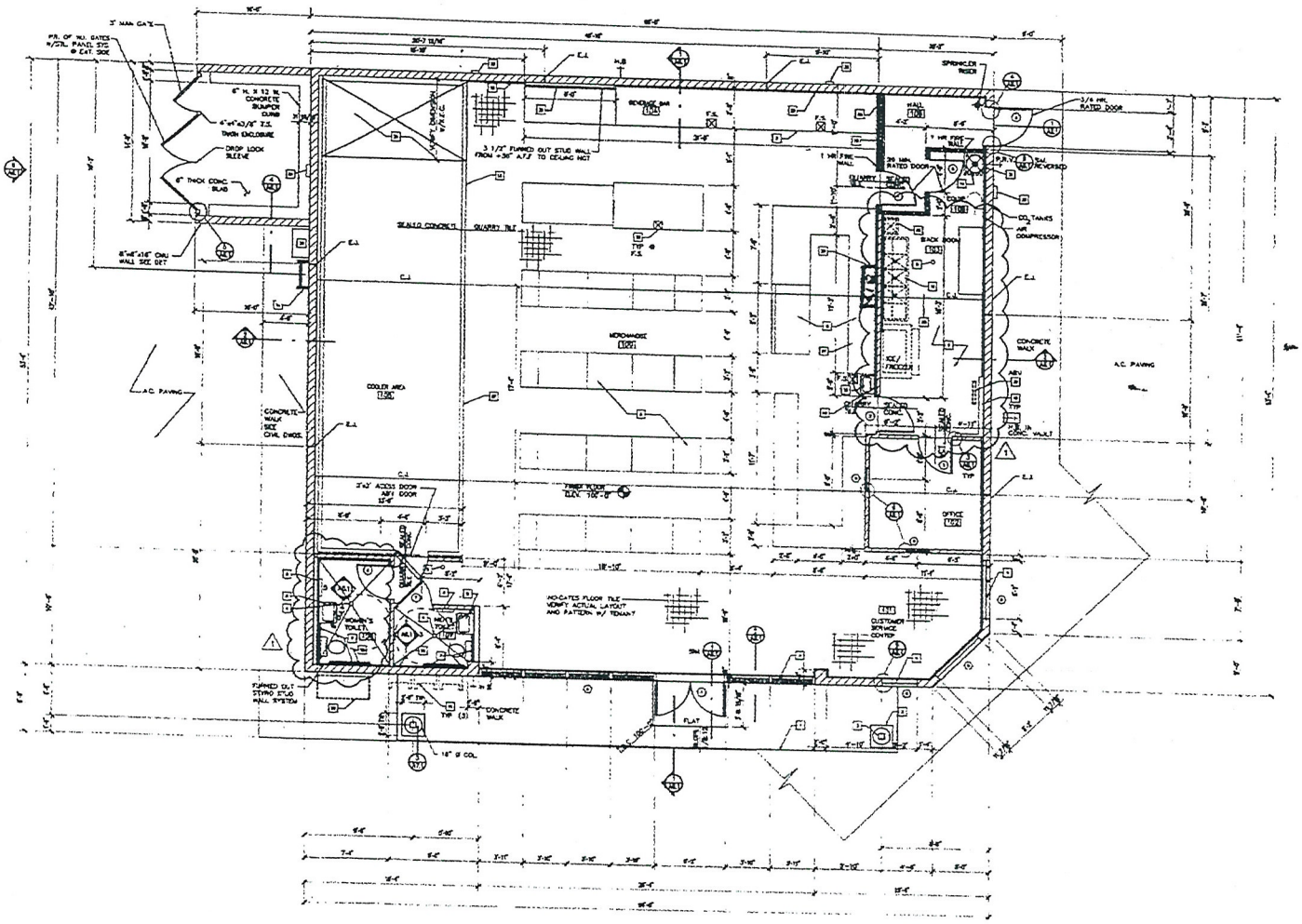
Richard Luke ARCHITECTS
2855 South Decatur Blvd.
Las Vegas, Nevada 89102
Suite 218
(702) 876-2550

Revisions:
4-19-96
5-1-96

CONVENIENCE STORE @ DECATUR & ALTA
for: BECKER ENTERPRISES LAS VEGAS, NEVADA

Date: 12-07-95
Drawn: ML
Job No. 95175

A-1.1



FLOOR PLAN

SCALE 1/4"=1'-0"

3187 S.F.

NORTH

NOTE: ALL FOODSERVICE EQUIPMENT LOCATIONS SHOWN ON THIS SHEET ARE SCHEMATIC ONLY. REFER TO FOOD SERVICE EQUIPMENT DRAWINGS

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL FIELD VERIFY EXISTING DIMENSIONS AND ACTUAL CONDITIONS PRIOR TO COMMENCING THE WORK.
2. THE GENERAL CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS AND ADVISE THE ARCHITECT OF ANY DISCREPANCIES IN THE DIMENSIONS OR DRAWINGS PRIOR TO CONSTRUCTION.
3. ALL DIMENSIONS ARE TO THE FACE OF STUD OR BLOCK U.N.O.
4. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
5. FINISH FLOOR ELEVATION ASSUMED TO BE 100'-0"
6. ALL PROJECT CONSTRUCTION TO CONFORM TO CHAPTER 11 U.B.C.

WALL TYPES

INDICATES EXTERIOR, LOAD BEARING (ONE HOUR RATED WALL ONLY) 8x8x16 CMU WALL W/ 3/8" PORTLAND CEMENT PLASTER ON THE EXTERIOR SIDE AND STYRO-STUD WALL SYSTEM W/ 1 LAYER OF 3/8" TYPE 'X' GYP. BD. ON INTERIOR SIDE - FINISH PER SCHEDULE

INDICATES INTERIOR NON-BEARING, NON-RATED CONSTRUCTION - 1 LAYER 5/8" GYP. BOARD EACH SIDE OVER 2x4 STUDS AT 16" O.C. W/ PRESSURE TREATED SILL - FINISH PER SCHEDULE

INDICATES 2x6 PLUMBING WALL, 2x4 WOOD STUDS @ 16" O.C. W/ R-19 INSULATION AND 5/8" GYP BD EACH SIDE

INDICATES 2x4 PLUMBING WALL, 2x4 WOOD STUDS @ 16" O.C. & 5/8" GYP BD. ONE SIDE

INDICATES 1 HR. CORRIDOR, 1 LAYER 5/8" TYPE X GYP BD EACH SIDE OF 2x4 WOOD STUDS. SEE WALL TYPE F1 ON SHEET FP1 FOR CONSTRUCTION DETAILS.

keynotes

	DESCRIPTION
1	OUTLINE OF ROOF ABOVE - SEE ROOF PLAN
2	CO CONCRETE COLUMN - TUSCAN COL. NO. 078
3	4x4 POST INSIDE COLUMN
A	STOREFRONT SYSTEM - SEE SCHEDULES
B	JANITORY - SEE PLUMBING PLANS
C	PAPER TOWEL DISPENSER - SEE INTERIOR ELEVATIONS
D	GRAB BARS - SEE INTERIOR ELEVATIONS
E	SEE KITCHEN EQUIPMENT PLANS FOR EQUIPMENT
F	FLOOR DRAIN - SEE PLUMBING DWGS
P1	(2) PUBLIC TELEPHONES - INSTALLED BY TELEPHONE CO COORD. LOCATION W/OWNER. CONTRACTOR TO PROVIDE CONDUIT W/PULL STRING
P2	NOT USED
P3	ROOF ACCESS LADDER
P4	BULK HEAD WALL, 8'-0" ABOVE FINISH FLOOR VERIFY W/ KITCHEN EQUIPMENT
P5	MOP SINK W/ 4'-0" FRP BOARD WAINSCOT (3) SIDES
P6	HAND SINK w/FRP BOARD TO CEILING (2) SIDES WHERE OCCURS - SEE FOOD SERVICES DWGS.
P7	UTIL SINK ASSEMBLY w/FRP BOARD TO CEILING - SEE FOOD SERVICES DWGS.
P8	SALES AND FOOD PREP. AREA - SEE FOOD SERVICES DWGS.
P9	FRP BOARD FULL HEIGHT TO CEILING AT THIS WALL
P10	ELECTRICAL PANELS - SEE ELECTRICAL PLANS
P11	3'-H"x3/4" F.R. PLYWD. - COORD LOCATION w/ OWNER
P12	WATER HEATER - MOUNT AS HIGH AS POSSIBLE TO UNDER SIDE OF CEILING - SEE PLUMBING DWGS.
P13	DOWNSPOUT FROM SCUPPER ABOVE - SEE ROOF PLAN
P14	SLOPE FLOOR TO DRAIN - SEE FOUNDATION PLAN
P15	SPECIAL INSULATED FREEZER FLOOR SLAB CONST. - SEE STRUCT. & M.E.C.
P16	WATER PURIFICATION EQUIPMENT BY OWNER PROVIDE POWER & WATER CONNECTION
P17	ELECTRICAL MAIN SERVICE PANEL
P18	PROVIDE 22"x30" ACCESS PANEL w/GYP. BD. COVER. INSTALL ABOVE COOLER. LOCATE AS DIRECTED BY OWNER
P19	ICE BAGGER
P20	FRP BOARD FROM 36" A.F.F. TO CEILING AT THIS WALL

Richard Luke ARCHITECTS
2505 South Decatur Blvd.
Las Vegas, Nevada 89102
Suite 210
(702) 878-2330

Revisions:
1. 4-18-96

CONVENIENCE STORE
@ DECATUR & ALTA
LAS VEGAS, NEVADA
BECKER ENTERPRISES

Date: 12/27/95
Drawn: KL
Job No. 95175

FLOOR PLAN

A-2.1

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Department of Planning

EOT-48315

EOT-48315 - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC
500 SOUTH DECATUR BOULEVARD

02/20/13

EOT-48315 - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC
500 SOUTH DECATUR BOULEVARD

02/20/13

EOT-48315 - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC
500 SOUTH DECATUR BOULEVARD

02/20/13

EOT-48315 - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC
500 SOUTH DECATUR BOULEVARD

02/20/13

Short Line
Express Market
Corporate Office
7380 Eastgate Road, Suite 110
Henderson, NV 89011
Phone# (702) 396-6703 Fax# (702) 396-6705

February 06, 2013

City of Las Vegas
Planing & Development
731 South Fourth Street
Las Vegas, NV 89101

Re: APN#138-36-701-003
Short Line Express Market
500 S. Decatur Blvd.
Package Liquor
SUP-40376

Dear Planning and Development,

Our Short Line Express Market, at the address listed above, currently has a Beer and Wine License, and our SUP-40376 will expire on February 17, 2013. We are requesting an extension for this Special Use Permit, for this location, so that we may activate this Package Liquor License. The liquor will still be kept in a locked cabinet, with dimensions of 6' x 6' x 18', behind the counter to the left of the cash registers. This cabinet will be kept locked at all times and only opened only during purchases. This store has 3187 SF, which is more than adequate to handle this type of licensing. This site still meets all the requirements and we feel this would be a great opportunity and location for a Package Liquor License.

If you have any further questions please do not hesitate to contact myself at 592-6248 or Liz Lutz at 339-6700 or at the number above.

Sincerely,

Duane L. Shields
VP Treasurer

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City of Las Vegas
Department of Planning

EOT-48315

RECEIVED
FEB - 7 2013
City of Las Vegas
Department of Planning

March 8, 2011

Charleston Heights Shopping Center
50 South Jones Boulevard
Las Vegas, Nevada 89107

RE: SUP-40376 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF FEBRUARY 16, 2010

Dear Applicant:

The City Council at a regular meeting held February 16, 2011, APPROVED the request for a Special Use Permit FOR A NINE SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT USE WITHIN AN EXISTING 3,187 SQUARE-FOOT CONVENIENCE STORE at 500 South Decatur Boulevard (APN 138-36-701-003), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 17, 2011. This approval is subject to:

Added Condition:

A. All liquor available for sale shall be kept behind the public counter in a locked cabinet or display case.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-sale use.

2. Conformance to the approved conditions for an Aesthetic Review (AR-0006-95) and Special Use Permit (U-0064-95).

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained for all unpermitted existing signage within 30 days of final approval, or the signage shall be removed.

5. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

EOT-48315

Printed with environmentally friendly soy ink.

7. Approval of this Special Use Permit does not constitute approval of a liquor license.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

9. All beer and wine coolers shall remain in the original manufacturer's configuration intended for resale.

10. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg
Acting Director
Planning Department

cc: Mr. Duane Shields
Short Line Express Market
7380 Eastgate Road, Suite #110
Henderson, Nevada 89011

Ms. Liz Lutz
Short Line Express Market
7380 Eastgate Road, Suite #110
Henderson, Nevada 89011

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2012

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

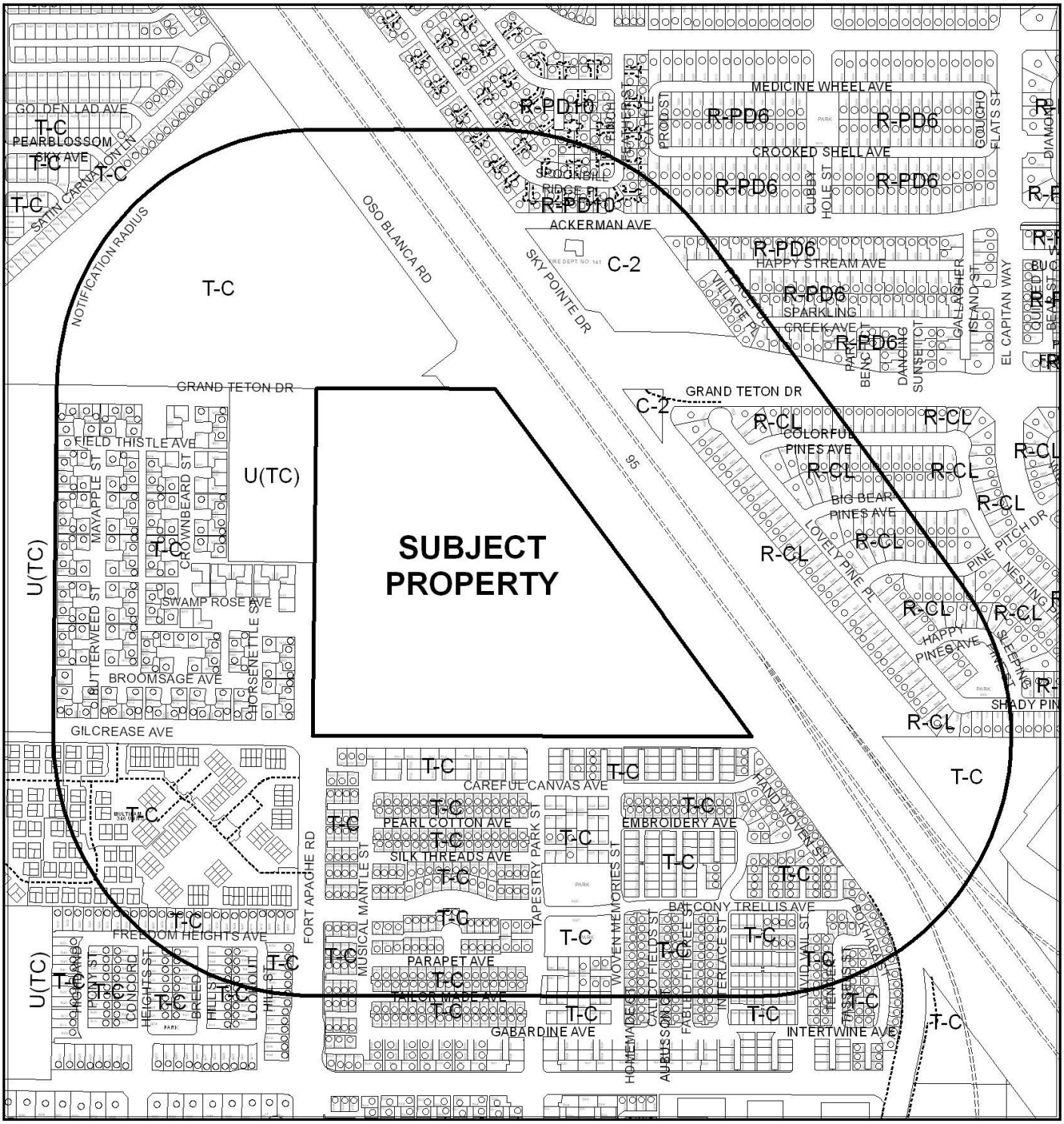
SUBJECT:
MOD-47016 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: TIGHI FAMILY, LP - For possible action on a request for a Major Modification of the Town Center Land Use Plan to Amend the Special Land Use Designation FROM: EC-TC (EMPLOYMENT CENTER MIXED USE - TOWN CENTER) TO: ML-TC (MEDIUM-LOW DENSITY RESIDENTIAL - TOWN CENTER) on 36.36 acres at the northeast corner of Gilcrease Avenue and Fort Apache Road (APN 125-17-101-001), Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

C.C.: 03/20/2013

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - MOD-47016 and SDR-47017
2. Conditions and Staff Report - MOD47016 and SDR-47017
3. Supporting Documentation - MOD47016 and SDR-47017
4. Photos - MOD-47016 and SDR-47017
5. Justification Letter - MOD-47016 and SDR-47017
6. Back-up referenced from the February 12, 2013 Planning Commission Meeting - MOD-47016 and SDR-47017



CASE: **MOD-47016 & SDR-47017**

0 500 1,000 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

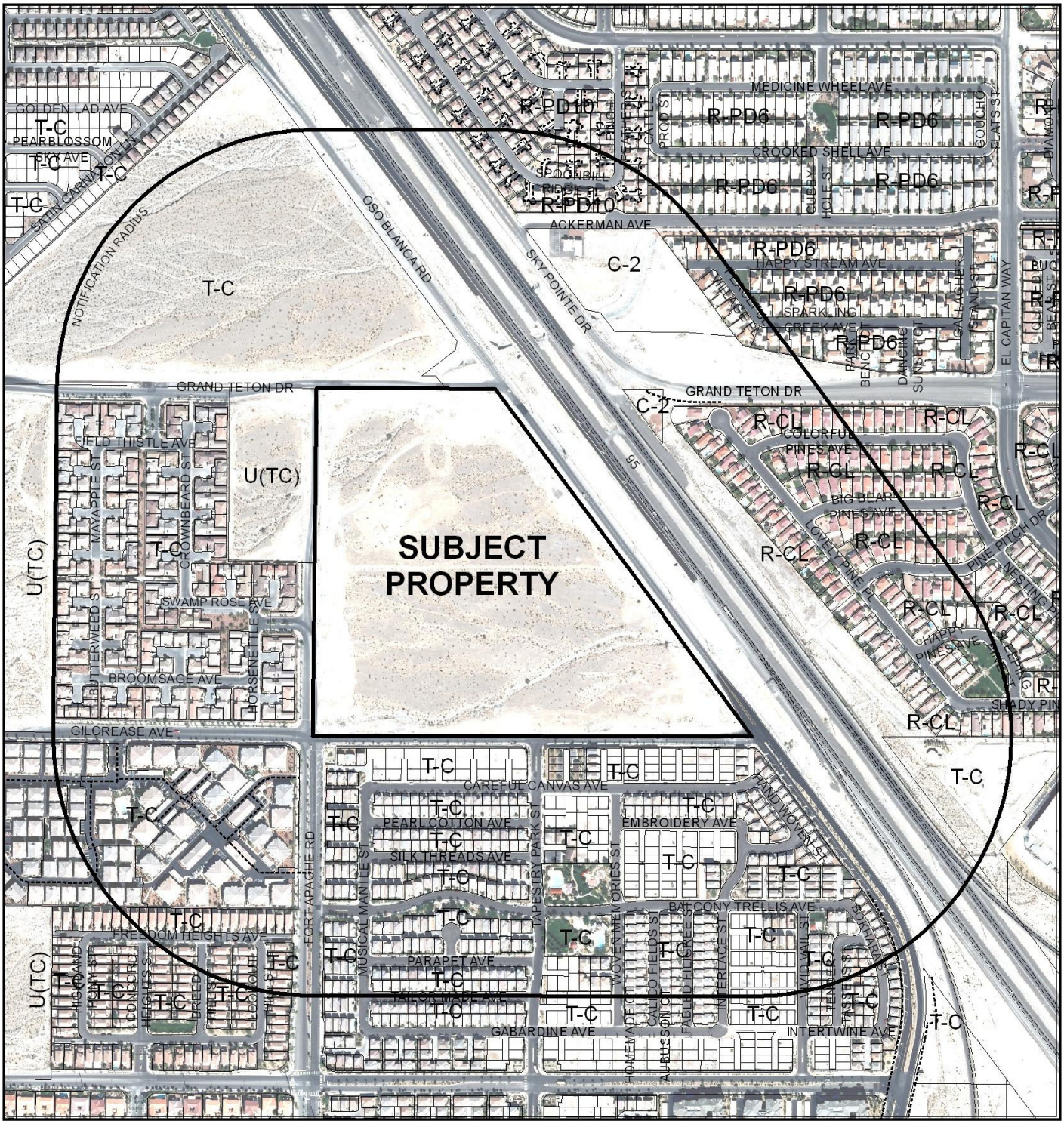
SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

T-C (TOWN CENTER) [EC-TC (EMPLOYMENT CENTER - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

PROPOSED SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

ML-TC (MEDIUM-LOW RESIDENTIAL - TOWN CENTER)

N



CASE: **MOD-47016 & SDR-47017**

RADIUS: 1000 FEET

0 500 1,000 Feet

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

T-C (TOWN CENTER) [EC-TC (EMPLOYMENT CENTER - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

PROPOSED SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

ML-TC (MEDIUM-LOW RESIDENTIAL - TOWN CENTER)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DR HORTON, INC. - OWNER: TIGHI FAMILY, LP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
MOD-47016	Staff recommends APPROVAL.	
SDR-47017	Staff recommends DENIAL, if approved subject to conditions:	MOD-47016

** CONDITIONS **

SDR-47017 CONDITIONS

Planning

1. Approval of Modification (MOD-47016) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plans date stamped 12/20/12, except as amended by conditions herein.

4. A Waiver from Town Center Public Residential Street Standards is hereby approved, to allow a four foot amenity zone and a four foot sidewalk, where a six and one-half foot amenity zone and a five foot sidewalk are required.

5. Street names must be provided in accordance with the City's Street Naming Regulations.

6. 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.

YK

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permits.

8. A fully operation fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Dedicate 50 feet or right-of-way on Grand Teton Drive along with an appropriate bridge embankment area as shown on the approved site plan, 50 feet for Fort Apache Road, 40 feet for Gilcrease Road and 90 feet for Oso Blanca Road adjacent to this site. Dedicate a 54 foot radius on the southeast corner of Grand Teton Road and Fort Apache Road, a 54 foot radius at the northeast corner of Fort Apache Road and Gilcrease Road and a 54 foot radius at the northwest corner of Gilcrease Road and Oso Blanca Road.

11. Construct half street improvements on Fort Apache Road and Gilcrease Avenue and construct full-width street improvements on Oso Blanca Road per Town Center Development Standards from Gilcrease Avenue to the southern edge of the of the embankment right-of-way including appropriate transitions on all public streets, to the satisfaction of the City Engineer, concurrent with onsite development activities. . Additionally, construct a minimum 5-foot temporary walking path, to the satisfaction of the City Engineer, connecting the permanent improvements on Fort Apache Road to the permanent improvements on Oso Blanca Road within the Grand Teton Drive right-of-way concurrent with on site development activities. We note that the Grand Teton Drive overpass is expected to touch down approximately at Fort Apache Road, therefore no permanent improvements on Grand Teton Drive are required at this time.

12. The private drives for this site must be granted as Public Utility Easements, Public Sewer Easements, and Public Drainage Easements to be Privately Maintained. Meet with the Sanitary Sewer Planning Section of the Department of Public Works to discuss the access requirements and required easement widths for Public Sewer Easements in private drives All Public Sewer Easements must meet the access criteria of the "Design and Construction Standards for Wastewater Collection Systems" Section 1.5.

13. Landscape and maintain all unimproved rights-of-way adjacent to this site. All landscaping and private improvements, installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

14. Grant Pedestrian Access Easements for all public sidewalks not located within the public right-of-way.

15. The entrances to this site are too short to support a gated entry. No gating of this subdivision shall be allowed.

16. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the "Grand Teton Overpass at US 95" Project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

17. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, or the submittal of any construction drawings. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

18. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to amend the Town Center Development Standards Manual by changing the land use designation from: EC-TC (Employment Center Mixed Use – Town Center) to: ML-TC (Medium Low Residential – Town Center) and the development of a proposed 253-lot residential subdivision. The property is located on the northeast corner of Gilcrease Avenue and Fort Apache Road and is undeveloped. There are two access points to the subdivision; one each off Gilcrease Avenue and Fort Apache Road. The project is not designed to Town Center Development Standards; therefore, staff recommends denial of the requested Site Development Plan Review. However, staff recommends approval of the Modification application, since it will be compatible with existing adjacent land uses.

ISSUES

- A Waiver is required to allow a four foot amenity zone and a four foot sidewalk, where a six and one-half foot amenity zone and a five foot sidewalk are required on internal Public Residential Streets. Staff does not support the request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/12/64	The City Council approved Annexation (A-0003-64) of the site as part of a larger request.
11/07/01	The City Council approved the Town Center Development Standards Manual via Bill No. 2001-100. The Planning Commission and staff recommended approval.
02/12/13	The Planning Commission voted (7-0) to APPROVE MOD-47016 and realted item SDR-47017. (PC Agenda Items 11 & 12/yk)

Most Recent Change of Ownership	
05/02/96	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No activity on file at this time.

Pre-Application Meeting	
09/20/12	Staff met with the applicant and reviewed the requirements for a Modification of Town Center Development Standards and a Site Development Plan Review for a proposed 293-lot residential development. Several possible waivers of the Town Center Development Street Standards were discussed.

Neighborhood Meeting	
10/29/12	Attendance: 16 Applicants: 2 Staff: 2 (Planning, Ward 6) Issues raised: • Residents were concerned about Fort Apache Road construction and how traffic would flow since the City owned future park site on the SWC of Fort Apache Road and Grand Teton Drive wouldn't be completed with this project. • Residents were fearful that construction would enhance the flooding issues already a problem at the intersection of Grand Teton Drive and Oso Blanco Road. • Some residents raised concerns about the wildlife that would be displaced due to the project. All present were in favor of single family, 2-story homes on the site. No one raised any concerns about changing the land use from commercial to residential.

Field Check	
10/04/12	Staff visited the site and found an undeveloped parcel with desert vegetation and some minor trash and debris.
11/01/12	Staff visited the site and found it unchanged from the October 4th site visit.
01/03/13	Staff visited the site and found it unchanged from the November 1st visit.

Details of Application Request	
Site Area	
Gross Acres	36.70

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	ML-TC (Medium Low Residential – Town Center)	T-C (Town Center)

North	Undeveloped	ML-TC (Medium Low Residential – Town Center)	T-C (Town Center)
South	Single Family, Detached	SX-TC (Suburban Mixed Use – Town Center)	T-C (Town Center)
East	Freeway	U.S. 95 Right-of-Way	U.S. 95 Right-of-Way
West	Single Family, Detached	ML-TC (Medium Low Residential – Town Center)	T-C (Town Center)
	Undeveloped	PF-TC (Public Facilities – Town Center)	

Master Plan Areas	***Compliance***
Town Center Master Plan	N
Special Purpose and Overlay Districts	***Compliance***
T-C (Town Center) District	N
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	3,150 SF	3,150 SF	Y
Min. Lot Width	35 Feet	35 Feet	Y
Min. Setbacks			
• Front	14 Feet	14 Feet	Y
• Garage	22 Feet	22 Feet	Y
• Side	5 Feet	5 Feet	Y
• Corner	10 Feet	10 Feet	Y
• Rear	10 Feet	10 Feet	Y
• Rear Patio	5 Feet	5 Feet	Y
Max. Lot Coverage	50.0 %	43.5 %	Y
Max. Building Height	35 Feet	35 Feet	Y
Mech. Equipment	Screened	Screened	Y

Accessory Structures	
Standard	***Required/Allowed***
Min. Setbacks • From Main Building • Side • Corner • Rear	 6 Feet 3 Feet 5 Feet 3 Feet
Max. Building Height	35 Feet or the height of the principal dwelling, whichever is less.
Max. Rear Yard Coverage	50%

Existing Land Use Designation	***Permitted Density***	***Units Allowed***
EC-TC	25 du/acre	918
Proposed Land Use Designation	***Permitted Density***	***Units Allowed***
ML-TC	5.6 to 8 du/acre	293

Landscape Buffer Widths			
Standards	***Required***	***Provided***	***Compliance***
Min. Zone Width Adjacent to right-of way	5 Feet	Y	Y
Interior Lot Lines	0 Feet	Y	Y
Perimeter Wall Height	14 to 16 Feet	Y	Y
Interior Lot Wall Height	6 to 8 Feet	Y	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Grand Teton Drive	Primary Arterial	Planned Streets and Highways Map / Town Center Development Standards Manual	100	Y
Fort Apache Road	Primary Arterial	Planned Streets and Highways Map / Town Center Development Standards Manual	100	Y

Oso Blanca Road	Frontage Road	Town Center Development Standards Manual	90	Y
Gilcrease Avenue	Residential Collector	Town Center Development Standards Manual	80	Y

19.04.040 Connectivity			
Transportation Network Element		***# Links***	***# Nodes***
Internal Street		24	
Intersection – Internal			16
Cul-de-sac Terminus			1
Intersection – External Street or Stub Terminus		N/A	N/A
Intersection – Stub Terminus w/ Temporary Turn Around Easements		N/A	N/A
Non-Vehicular Path - Unrestricted		N/A	N/A
Total		24	17
	Required	***Provided***	
Connectivity Ratio (Links / Nodes):	**1.30**	**1.4***	

*Connectivity Ratio is not required for projects in Town Center but is included for comparison purposes only.

Per Town Center Development Standards the following are required:

Streetscape Standards	***Required***	***Provided***	***Compliance***
Frontage Road (Oso Blanca)	4' Amenity Zone and a 5' Sidewalk	4' Amenity Zone and a 5' Sidewalk	Y
Primary Arterial (Grand Teton and Fort Apache Road)	2-6' Amenity Zone and a 5' Sidewalk	2-6' Amenity Zone and a 5' Sidewalk	Y
Residential Collector (Gilcrease Avenue)	7-6' Amenity Zone and a 7' Sidewalk	7-6' Amenity Zone and a 7' Sidewalk	Y
Public Residential Street	6-6' Amenity Zone and a 5' Sidewalk	4' Amenity Zone, 4' Sidewalk	N

Waivers		
Requirement	***Request***	***Staff Recommendation***
Provide a 6-1/2' Amenity Zone and a 5' Sidewalk on Public Residential Streets	To allow a 4' Amenity Zone and a 4' Sidewalk on Public Residential Streets and to allow the sidewalks to be along the curb at all driveway cuts.	Denial

ANALYSIS

When the Town Center Development Standards Manual was adopted in 2001, this area was designated as a major employment center. However, since then, the area has been developed as primarily a residential area to such an extent that there is now limited opportunity to develop the employment center as originally planned. For this reason, staff supports the requested land use designation request.

The applicant is requesting a Waiver to deviate from the design standards required along Town Center Residential Street rights-of-ways. Staff does not support this request, as the standards are not met and the only justification offered was that similar Waivers have been allowed in other Town Center developments. If approved, this will create a non-uniform appearance in this section of the city.

Since the site plans submitted with this application show a 37-foot right-of-way with L-curbs on all Public Residential Streets; that is what shall be installed. If the applicant chooses to use rolled curbs in the future, a revised site plan application shall be required.

The project is appropriate for the area and is designed to avoid traffic congestion by having two ingress and egress access points. All required landscape buffers are being installed and two active open spaces are being provided near the entrances of the project.

In summary, staff recommends approval of the requested modification application to change the designated land use to residential and denial of the Site Development Plan Review of a 253-lot residential development due to the requested Waiver of the Town Center Residential Street Design Standard.

FINDINGS (MOD-47016)

In order to approve a Modification (i.e. Rezoning) application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **"The uses which would be allowed on the subject property by approving the modification will be compatible with the surrounding land uses and zoning districts."**

   The proposed single family residential subdivision is similar to existing special land uses in the area and will be harmonious and compatible with the surrounding land uses.

2. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

Since the adoption of the Town Center Development Standards, development of this area has changed to a less intense residential area with development of single family residential subdivisions to the north, west and south of the site. The requested modification is appropriate for the area.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Access to the project will be off of Fort Apache Road and Gilcrease Avenue. These two streets are designed to handle traffic from adjacent residential subdivisions.

FINDINGS (SDR-47017)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed 253-lot residential subdivision is compatible with adjacent development.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The applicant has requested a Waiver from the Town Center Public Residential Street standards without providing justification for the request, other than to state that similar Waivers have recently been approved in the Town Center area. Staff does not support the request since the project could be designed to meet all adopted city standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the project will be off of Fort Apache Road and Gilcrease Avenue. These two streets are designed to handle traffic from adjacent residential subdivisions. Traffic generated from the proposed 253-lot residential subdivision will not have a negative impact on the adjacent streets.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building and landscape materials are appropriate for the area and meet Town Center Development Standards.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed residential subdivision is undesirable in the sense that none of the Public Residential Streets are designed to minimum Town Center standards as evidenced by the requested Waiver.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare of the public.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 30

NOTICES MAILED 1154 by the City Clerk

APPROVALS 4

PROTESTS 8

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **MOD-47016** APN: 125-17-101-001

Name of Property Owner: Tighi Family LP

Name of Applicant: DR Horton, Inc.

Name of Representative: Slater Hanifan Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: James Tighi

Subscribed and sworn before me

This 26 day of September 2012

Winona Houk

Notary Public in and for said County and State

WINONA HOUK
Notary Public State of Nevada
No. 93-2640-1
My appt. exp. May 2, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Major Modification

Project Address (Location) Oso Blanca/Grand Teton

Project Name Oso Blanca/Grand Teton **Proposed Use** _____

Assessor's Parcel #(s) 125-17-101-001 **Ward #** _____

General Plan: existing EC/TC proposed MLT **Zoning:** existing _____ proposed _____

Commercial Square Footage NA **Floor Area Ratio** NA

Gross Acres 36.36 **Lots/Units** 272 **Density** 7.6 du/ac

Additional Information _____

PROPERTY OWNER Tighi Family LP **Contact** James M. Tighi

Address 2076 Red Arrow Drive **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89135

E-mail Address _____

APPLICANT DR Horton, Inc. **Contact** _____

Address 330 Carousel Parkway **Phone:** (702) 635-3650 **Fax:** _____

City Henderson **State** Nevada **Zip** 89014

E-mail Address _____

REPRESENTATIVE Slater Hanifan Group **Contact** Chelsea Peltier

Address 5740 S. Arville St. # 216 **Phone:** (702) 284-5300 **Fax:** (702) 284-5399

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address cpeltier@shg-inc.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps.

Print Name James Tighi

Subscribed and sworn before me

This 26 day of September, 20 12.

Winona Houk

Notary Public in and for said County and State

WINONA HOUK
Notary Public State of Nevada
No. 93-2640-1
My appt. exp. May 2, 2014

FOR DEPARTMENT USE ONLY

Case #	MOD-42016
Meeting Date:	9/27/2012
Total Fee:	1000.00
Date Received:	9/27/2012
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.

N

0 1500' 3000'

SCALE: 1"=1500 FEET

RECEIVED
SEP 27 2012

MOD-47016
SDR-47017

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

DR HORTON

OSO BLANCA & GRAND TETON

LOCATION MAP

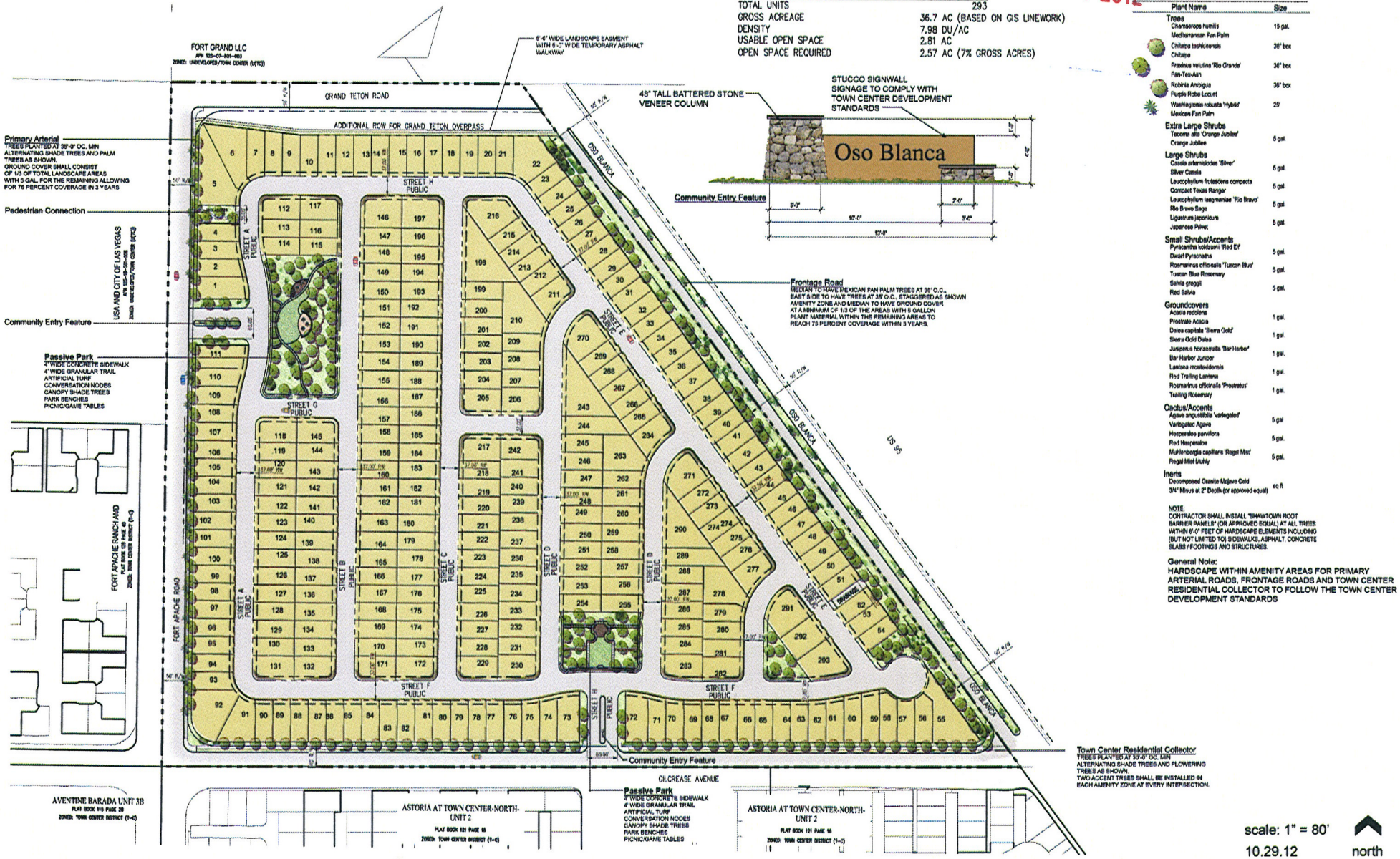
DATE: 9/27/12	PROJECT NO. DRH1213.000
DRAFTER: BCC	
DESIGNER: BCC	
CHECKED: WTP	SHEET 1 OF 1

j:\drh1213-000 grand teton\dwg\entitlements\120801 drh1213-000 lmap.dwg 9/27/2012 12:31 PM Ben Morris

RECEIVED

NOV - 1 2012

35X82 (LORETTO BAY)	293
TOTAL UNITS	293
GROSS ACREAGE	36.7 AC (BASED ON GIS LINEWORK)
DENSITY	7.98 DU/AC
USABLE OPEN SPACE	2.81 AC
OPEN SPACE REQUIRED	2.57 AC (7% GROSS ACRES)



PLANT MATERIALS LEGEND

Plant Name	Size
Trees	
Chamaerops humilis Mediterranean Fan Palm	15 gal.
Chitalpa tashkinensis Chitalpa	36" box
Fraxinus velutina 'Rio Grande' Fan-Tex-Ash	36" box
Robinia Ambigua Purple Robe Locust	36" box
Washingtonia robusta 'Hybrid' Mexican Fan Palm	25'
Extra Large Shrubs	
Tecoma alta 'Orange Jubilee' Orange Jubilee	5 gal.
Large Shrubs	
Cassia artemisioides 'Silver' Silver Cassia	5 gal.
Leucophyllum frutescens compacta Compact Texas Ranger	5 gal.
Leucophyllum langmaniae 'Rio Bravo' Rio Bravo Sage	5 gal.
Ligustrum japonicum Japanese Privet	5 gal.
Small Shrubs/Accents	
Pyracantha koidzumii 'Red Elf' Dwarf Pyracantha	5 gal.
Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 gal.
Salvia greggii Red Salvia	5 gal.
Groundcovers	
Acacia redolens Prostrate Acacia	1 gal.
Dalea capitata 'Sierra Gold' Sierra Gold Dalea	1 gal.
Juniperus horizontalis 'Bar Harbor' Bar Harbor Juniper	1 gal.
Lantana montevidensis Red Trailing Lantana	1 gal.
Rosmarinus officinalis 'Prostratus' Trailing Rosemary	1 gal.
Cactus/Accents	
Agave angustifolia 'variegated' Variegated Agave	5 gal
Hesperaloe parviflora Red Hesperaloe	5 gal.
Muhlenbergia capillaris 'Regal Mist' Regal Mist Muhly	5 gal.
Inerts	
Decomposed Granite Mojave Gold 3/4" Minus at 2" Depth (or approved equal)	sq ft

NOTE:
CONTRACTOR SHALL INSTALL "SHAWTOWN ROOT BARRIER PANELS" (OR APPROVED EQUAL) AT ALL TREES WITHIN 6'-0" FEET OF HARDSCAPE ELEMENTS INCLUDING (BUT NOT LIMITED TO) SIDEWALKS, ASPHALT, CONCRETE SLABS / FOOTINGS AND STRUCTURES.

General Note:
HARDSCAPE WITHIN AMENITY AREAS FOR PRIMARY ARTERIAL ROADS, FRONTAGE ROADS AND TOWN CENTER RESIDENTIAL COLLECTOR TO FOLLOW THE TOWN CENTER DEVELOPMENT STANDARDS

OSO BLANCA/GRAND TETON - CONCEPTUAL LANDSCAPE PLAN

scale: 1" = 80'
10.29.12
north

D·R·HORTON America's Builder

andersonbaron
plan · design · achieve
88 e. san marcos st, ste 101
chandler, arizona 85225

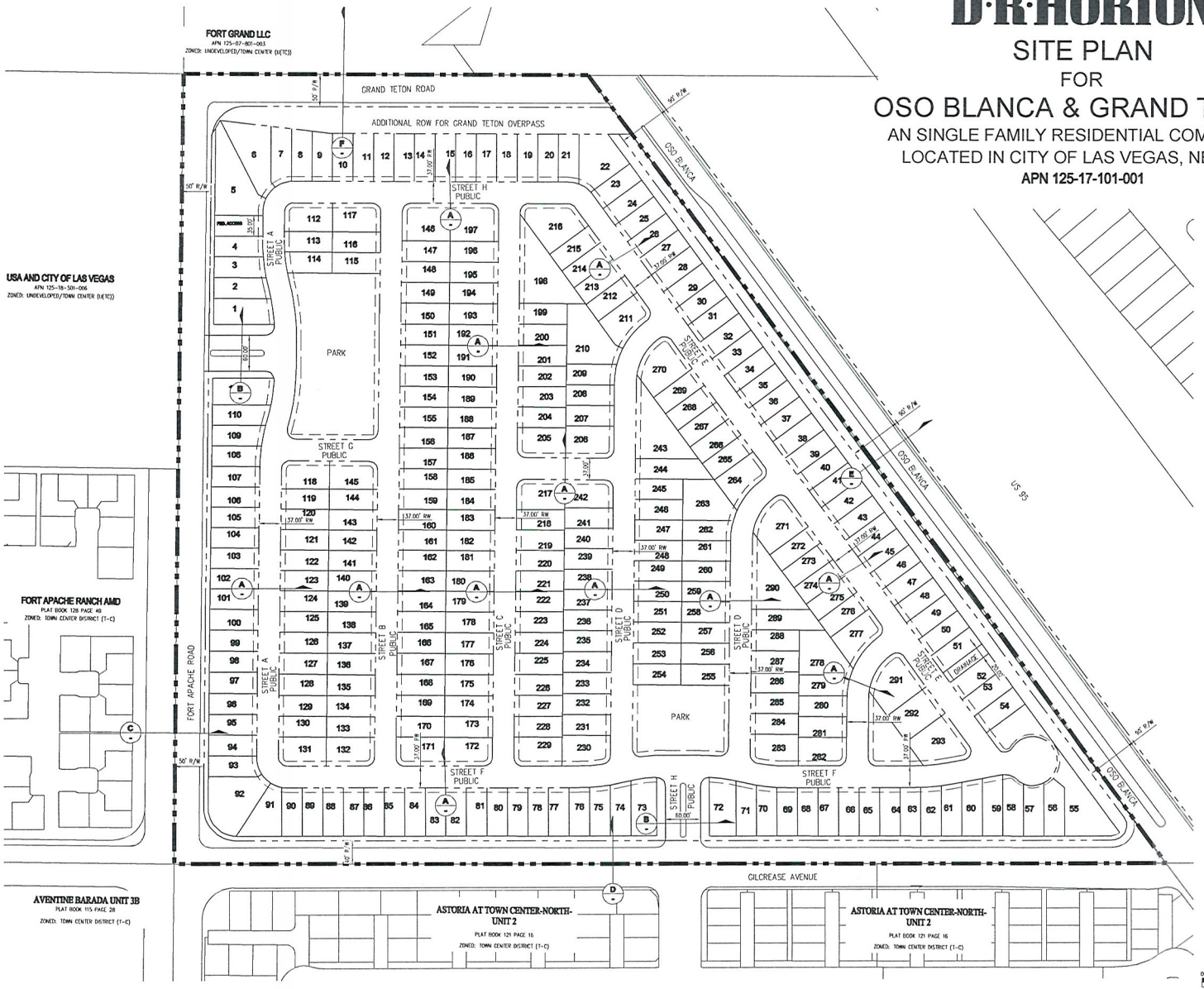
MOD-47016
SDR-47017
REVISED

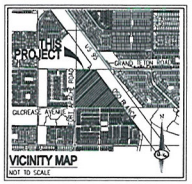
RECEIVED

NOV - 1 2012

D·R·HORTON

SITE PLAN
FOR
OSO BLANCA & GRAND TETON
AN SINGLE FAMILY RESIDENTIAL COMMUNITY
LOCATED IN CITY OF LAS VEGAS, NEVADA
APN 125-17-101-001





LEGAL DESCRIPTION
A PORTION OF GOVERNMENT LOT 4 AND 22 SITUATED IN THE NORTHWEST QUARTER (NW 1/4) OF THE OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

PROJECT INFORMATION

EXISTING ZONING:	EMPLOYMENT CENTER MIXED USE (EC-TC)
PROPOSED ZONING:	MEDIUM - LOW RESIDENTIAL (ML-TC)
ACREAGE (GROSS):	36.70 AC
TOTAL DWELLING UNITS:	263
MIN. LOT SIZE:	82'x35'
DENSITY:	7.96 DU/AC
OPEN SPACE PROVIDED:	2.81 AC
OPEN SPACE REQUIRED:	2.57 AC
CONNECTIVITY RATIO:	1.4
MAX LOT COVERAGE:	50%

UTILITY SERVICES BY

WATER	LAS VEGAS VALLEY WATER DISTRICT
SEWER	CITY OF LAS VEGAS
TRASH	REPUBLIC SERVICES OF SOUTHERN NEVADA
POWER	NV ENERGY
TELEPHONE	CENTURYLINK
GAS	SOUTHWEST GAS COMPANY

LEGEND
- BOUNDARY LINE
- ROADWAY CENTERLINE
- RIGHT-OF-WAY
- LOT LINE

DEVELOPMENT STANDARDS

SETBACKS:	LORETTO BAY
FRONT (GARAGE)	22-FT
FRONT (LIVING)	14-FT
REAR (LIVING)	10-FT
REAR (PATIO)	5-FT**
SIDE (INTERIOR)	5-FT
SIDE (CORNER)	10-FT

* ARCHITECTURAL FEATURES TO ENCROACH NO MORE THAN TWO FEET INTO ANY REQUIRED SETBACK AREA, PROVIDED THAT THE ENCROACHMENTS:

A. REMAIN AT LEAST THREE FEET FROM THE PROPERTY LINE; AND

B. DO NOT INCREASE THE LIVING SPACE OF THE STRUCTURE AT THE FLOOR LEVEL.

** SETBACK TO PATIO POST. COVER OVERHANG MAY COME TO WITHIN 2-FT OF THE SIDE PROPERTY LINES

BUILDING HEIGHT: 35' MEASURED FROM THE MIDPOINT OF BETWEEN THE EAVES AND RIDGELINE

STORIES: 2 MAX

ACCESSORY STRUCTURE SETBACKS

FROM MAIN BUILDING:	6-FT
SIDE (CORNER)	5-FT
SIDE (INTERIOR)	3-FT
REAR	3-FT
SIZE AND COVERAGE	NOT TO EXCEED 50% OF THE FLOOR AREA OF THE PRINCIPAL DWELLING UNIT. THE AGGREGATE TOTAL OF THE GROUND FLOOR AREAS OF ALL ACCESSORY BUILDINGS SHALL NOT COVER MORE THAN 50% OF THE REAR YARD AREA
BUILDING HEIGHT	NOT TO EXCEED 2 STORIES, 35 FEET IN HEIGHT OR THE HEIGHT OF THE PRINCIPAL DWELLING UNIT, WHICHEVER IS LESS.
FRONT YARD AREA - TURF COVERAGE	0%

PARKING

REQUIRED: 2 UNIMPEDED SPACES PER DWELLING UNIT
PROVIDED: 2 UNIMPEDED SPACES PER DWELLING UNIT

R. PERIMETER AND RETAINING WALLS

PER TOWN CENTER DEVELOPMENT STANDARDS

W. INTERNAL WALLS AND RETAINING WALLS

PER TOWN CENTER DEVELOPMENT STANDARDS

OWNER
TIGHI FAMILY L P
P O BOX 26272
LAS VEGAS NV 89126-0272

DEVELOPER
DR HORTON INC
330 CAROUSEL PKWY #140
HENDERSON, NV 89014
PH (702) 635-3600
FX (702) 435-8008

ENGINEER
SLATER HANIFAN GROUP
5740 S. ARVILLE ST #216
LAS VEGAS, NV 89118
PH (702) 284-5300
FX (702) 284-5399

MOD-47016
SDR-47017
REVISED

DISCLAIMER
GIS LINE WORK ONLY FOR BOUNDARY (PAPER BOUNDARY NOT AVAILABLE)

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

NO.	DESCRIPTION	DATE	BY	APP DATE	APP

CITY OF LAS VEGAS, NV

D·R·HORTON

OSO BLANCA & GRAND TETON
SITE PLAN

S17 T19 R60

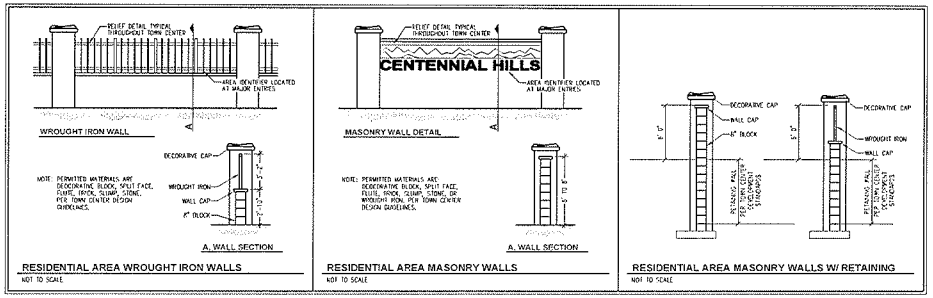
DATE: 10/31/12
DRAFTER: SC
DESIGNER: MAK
CHECKED: TJS
PROJECT NO. DRH1225-000

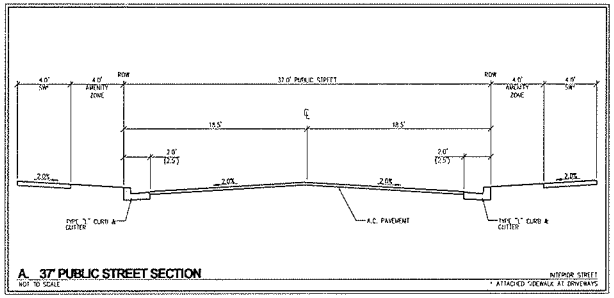
SP-1
SHEET 1 OF 2

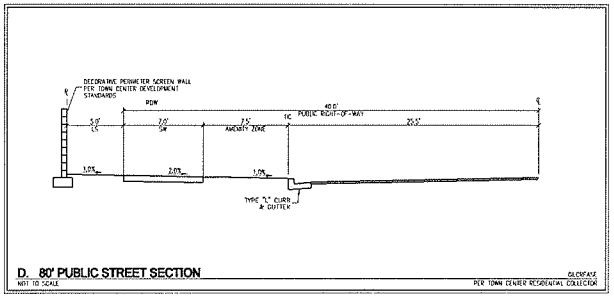
J:\DRH\225 oso blanca grand teton\dwg\entitlements\drh1225-000 blanca5.dwg 10/31/2012 3:09 PM John Austin

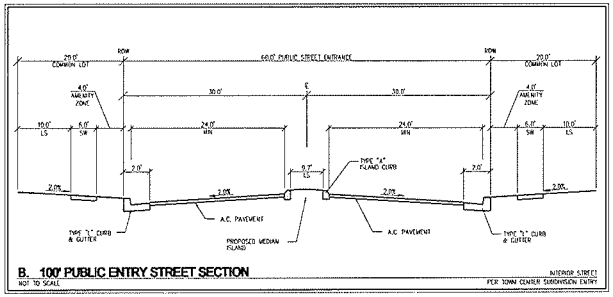
RECEIVED

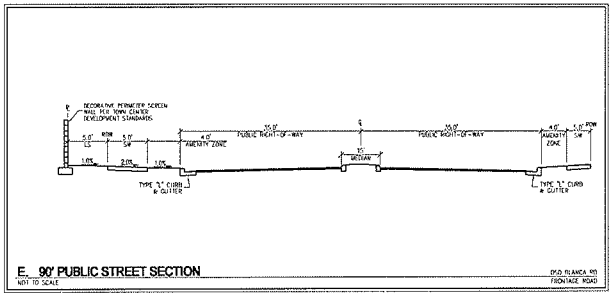
NOV - 1 2012

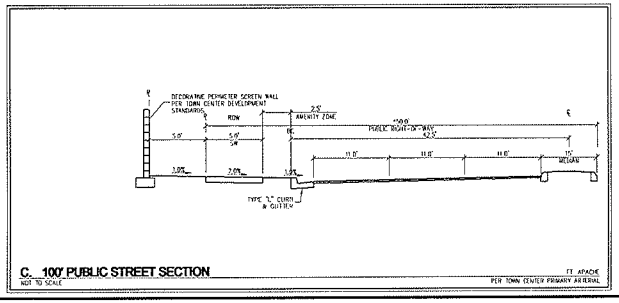


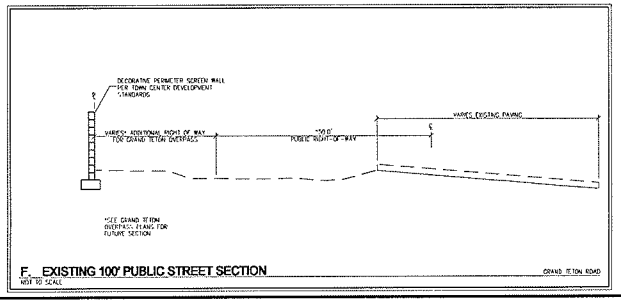


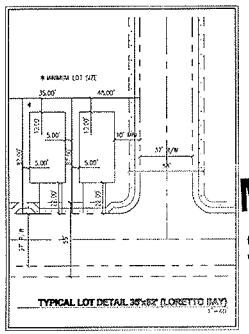












MOD-47016
SDR-47017
REVISED

SLATER HANLAN GROUP
CONSULTING ENGINEERS & PLANNERS
6748 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 384-2399 FAX (702) 384-2399

NO.	DESCRIPTION	DATE	BY	APP

CITY OF LAS VEGAS, NV

D.R. HORTON

OSO BLANCA & GRAND TETON
SITE PLAN

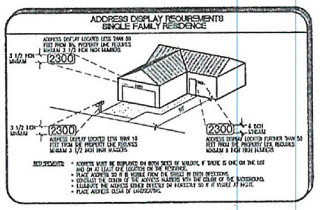
S5-17
T20
R60

DATE: 10/31/12
DRAFTER: SC
DESIGNER: MAK
CHECKED: TJS
PROJECT NO
DRH1225-000

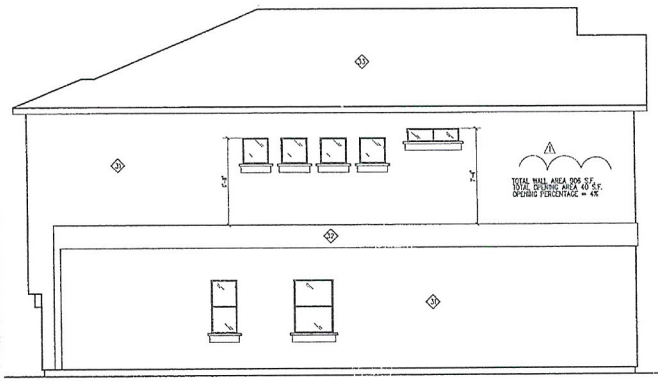
SP-2
SHEET 2 OF 2

NOTES:

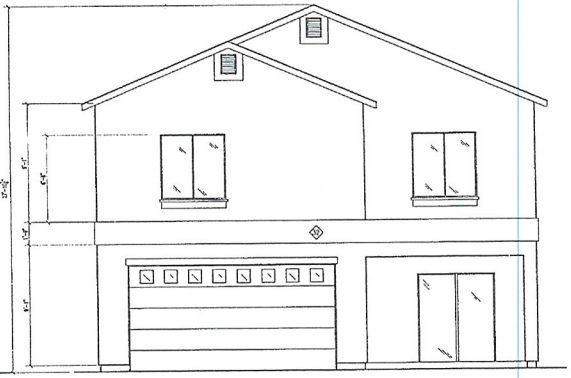
* SEE A040 FOR NOTES AND DETAILS NOT SHOWN.
* DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NOT AT OPENINGS ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
* POP-OUTS SHOW BY A HIDDEN LINE AROUND WINDOWS BE INSTALLED @ PUBLIC WAY OR PER JURISDICTION REQUIREMENTS.
* NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.



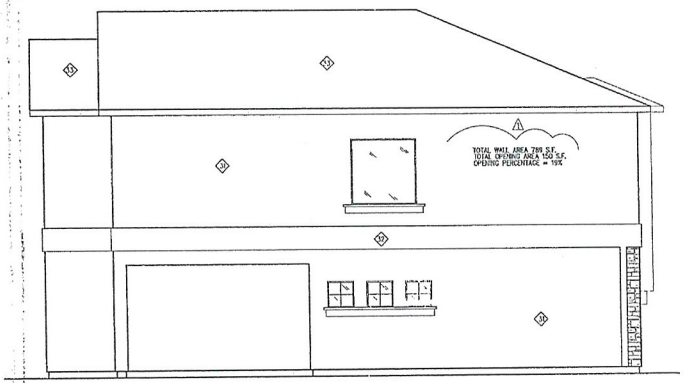
GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'



(4) RIGHT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"

(1) FRONT ELEVATION 'D'
SCALE: 1/4" = 1'-0"

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0004 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM W/DRYDOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 5" MISC FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/MANS AT PUBLIC WAY.
5. PRE-HUNG SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING SPECS.

NOTES:

1. PROVIDE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE PER BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS, (TYPICAL) VERIFY WITH 2004 RDR. ANALYSIS REPORT.
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NOT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
4. POP-OUTS SHOW BY A HIDDEN LINE AROUND WINDOWS TO BE INSTALLED @ PUBLIC WAY PER JURISDICTION REQUIREMENTS.
5. NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .58
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .41
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

LARRY TINDALL
REGISTERED INDUSTRIAL DESIGNER
STATE OF NEVADA
PH (702)896-6355

REVISION	DATE	NOTES
1	2-9-12	ARCH CORRECTION #1

2235 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
© ALL RIGHTS RESERVED BY DESIGNER
PH (702)896-6355
OFFICE (702)897-2697

2270 E CAMERO AVE LAS VEGAS, NV 89123

ELEVATION

JOB NO: 1128
FILE NAME: A043
DATE: 1-20-12
UPDATE:

A043

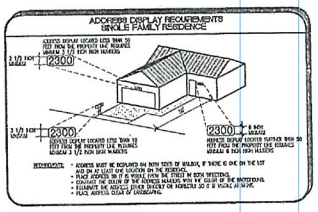
SCANNED

RECEIVED
SEP 27 2012

MOD-47016
SDR-47017

NOTES:

* SEE A040 FOR NOTES AND DETAILS NOT SHOWN.
* DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT TO OPENINGS ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
* POPOUTS SHOW BY A HIDDEN LINE AROUND WINDOWS TO BE INSTALLED @ PUBLIC WAY OR PER JURISDICTION REQUIREMENTS.
* NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

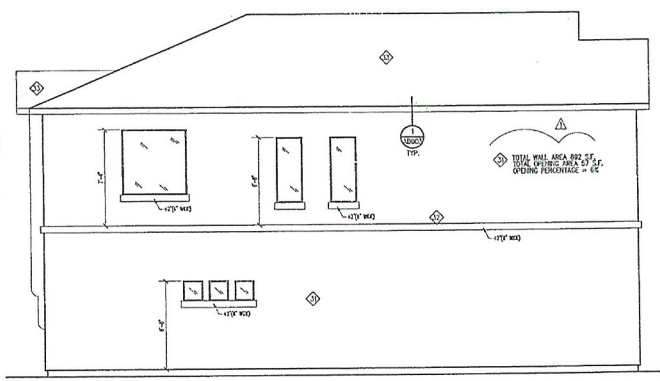
1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM @ FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" MIN. FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING ENGR.

NOTES:

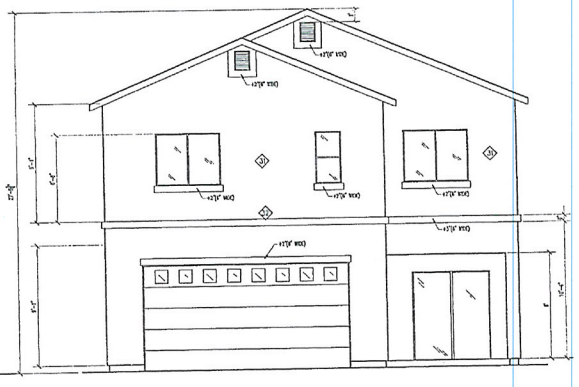
1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS, (TYPICAL) VERIFY WITH 2006 ECC ANALYSIS REPORT.
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
4. POP-OUTS SHOWN BY A HIDDEN LINE AROUND WINDOWS TO BE INSTALLED @ PUBLIC WAY PER JURISDICTION REQUIREMENTS.
5. NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.

SYMBOLS:

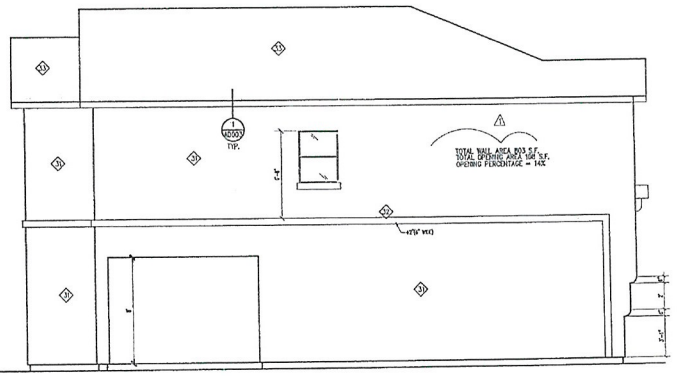
- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT - CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX



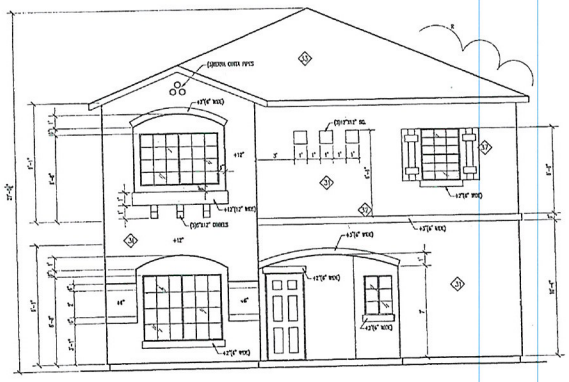
(4) RIGHT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'A'
SCALE: 1/4" = 1'-0"

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: TRUFIRA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: TRUFIRA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: TRUFIRA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 185 S.F.
FIXED:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .58
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .57
SOLAR HEAT GAIN COEFFICIENT (SHGC) .47
WINDOW AREA (INCLUDING FRAMES): 0
PATIO DOOR:
MANUFACTURE: FLEETWOOD 1012
U-FACTOR: .32 SOLAR INDUSTRIES
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 43 S.F.

Reviewed for Code Compliance
Clark County Building Department

LARRY TINDALL
REGISTERED RESIDENTIAL DESIGNER
STATE OF NEVADA @ 1994
No. 33
LARRY TINDALL
RESIDENTIAL DESIGNER
@ ALLEGRO HOMES - 10 YEARS
OFFICE (702) 597-2597
FAX (702) 896-6552

2135 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
@ ALLEGRO HOMES - 10 YEARS

REVISION	DATE	NOTES
1	2-3-12	ARCH CORRECTION #1

2270 E CAMERO AVE
LAS VEGAS, NEVADA 89120

ELEVATIONS

JOB NO.: 1128
FILE NAME: 2135A0
DATE: 1-20-12
UPDATE:

A040

SCANNED

RECEIVED
SEP 2 7 2012

MOD-47016
SDR-47017

NOTES:

- SEE A040 FOR NOTES AND DETAILS NOT SHOWN.
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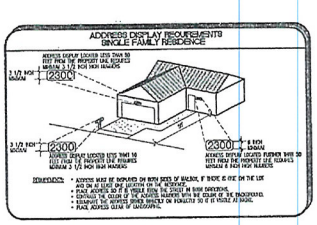
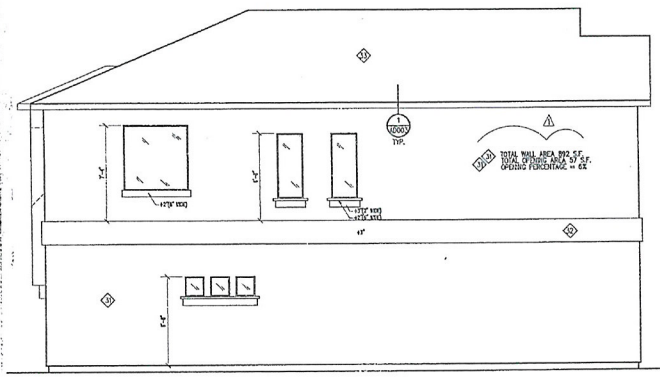
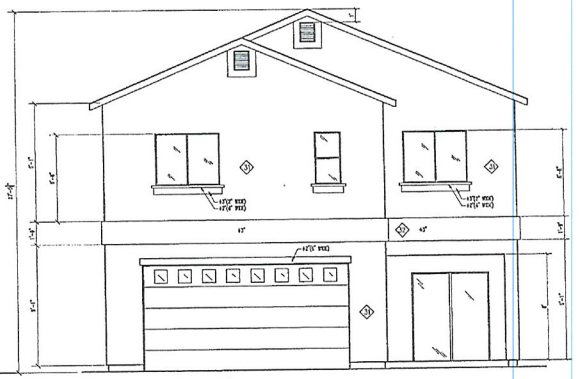
- POPOUTS SHOW BY A HIDDEN LINE AROUND WINDOWS BE INSTALLED @ PUBLIC WAY OR PER JURISDICTION REQUIREMENTS.
- NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.



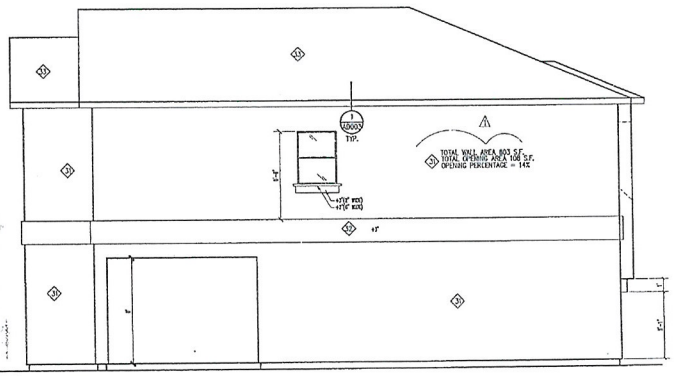
GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'



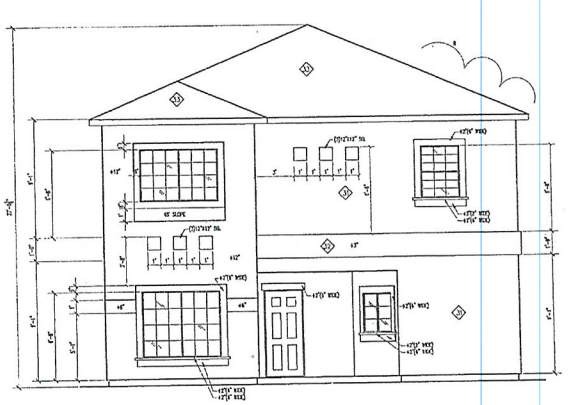
(4) RIGHT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'B'
SCALE: 1/4" = 1'-0"

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0004 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM REVEAL OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE ON BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS, (TYPICAL) VERIFY WITH 2006 IECC ANALYSIS REPORT.
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT ARE NOT REFERENCE, THEY ARE DETAILS 9 10 15, 17, & 19 ON SHEET A0002.
4. POP-OUTS SHOWN BY A HIDDEN LINE AROUND WINDOWS TO BE INSTALLED @ PUBLIC WAY PER JURISDICTION REQUIREMENTS.
5. NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
PATIO DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 101 S.F.
SINGLE HUNG:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 5 S.F.
SKYLIGHT:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .65
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .56
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 16 S.F.
PATIO DOOR:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

LARRY TINDALL
REGISTERED
RESIDENTIAL DESIGNER
No. D
STATE OF NEVADA
FAX (702) 896.6582

2135 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER

OFFICE (702) 897-1597

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REVISION	DATE	NOTES
1	2-3-12	ARCH CORRECTION #1

2270 E CAMERO AVE LAS VEGAS, NEVADA 89123
ELEVATION

JOB NO.: 1128
FILE NAME: 2135A041
DATE: 1-20-12
UPDATE:

A041

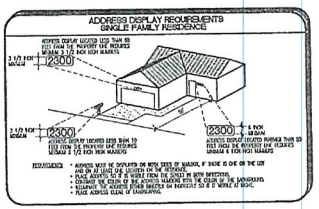
SCANNED

MOD-47016
SDR-47017

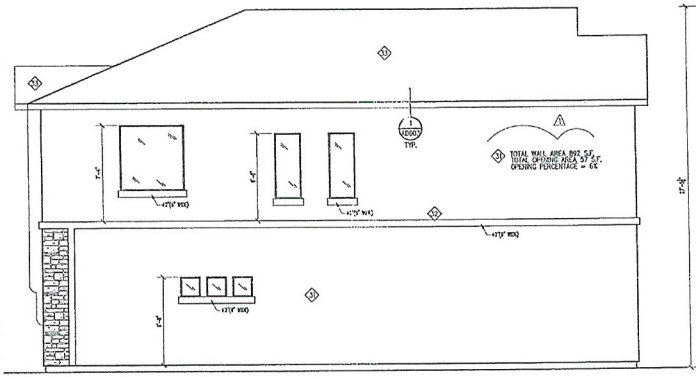
RECEIVED
SEP 27 2012

NOTES:

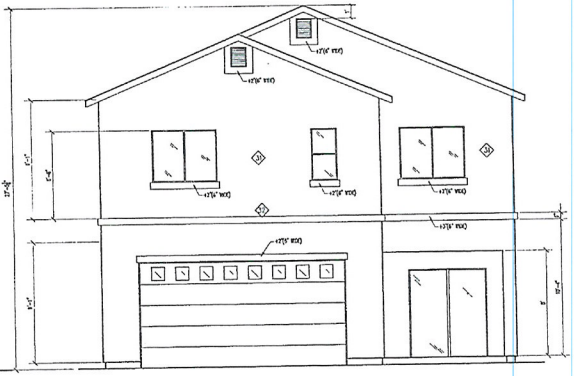
- SEE A040 FOR NOTES AND DETAILS NOT SHOWN.
- DETAILS ⊙ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT TO OPENINGS ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET AD002.
- POP-OUTS SHOW BY A HIDDEN LINE AROUND WINDOWS RE INSTALLED ⊙ PUBLIC WAY OR PER JURISDICTION REQUIREMENTS.
- NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.



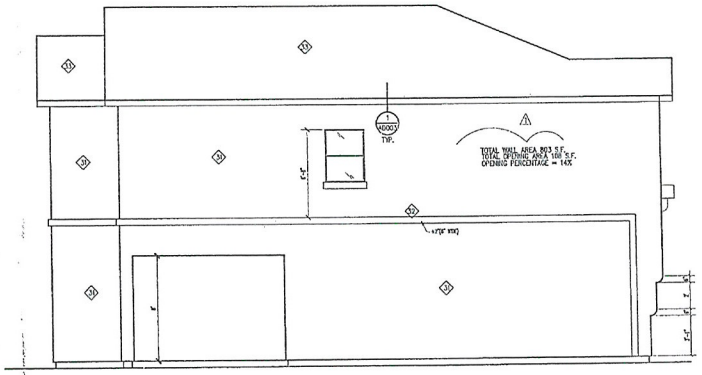
GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'



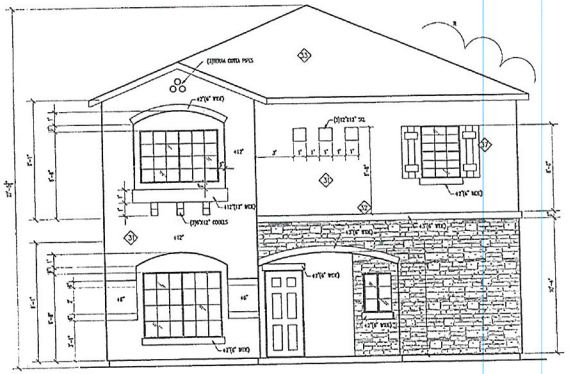
(4) RIGHT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'C'
SCALE: 1/4" = 1'-0"

KEYNOTES:

(3) EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/AD001 & D.R. HORTON FOR FINISH AND COLOR.
(5) 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 5" WOC FINISH TYP. U.N.O.
(9) CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
(14) 12" O/HANG AT PUBLIC WAY.
(17) PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
(18) CEILING LINT.
(19) ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBERS SPECS.

NOTES:

1. FRAME CROSS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS (TYPICAL) VERIFY WITH 2000 ECC ANALYSES REPORT.
3. DETAILS ⊙ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET AD002.
4. POP-OUTS SHOWN BY A HIDDEN LINE AROUND WINDOWS TO BE INSTALLED ⊙ PUBLIC WAY PER JURISDICTION REQUIREMENTS.
5. NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .43

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .54
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .33
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .25
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .54
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .33
WINDOW AREA (INCLUDING FRAMES): 8 S.F.
SKYLIGHT:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .43
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .56
AIR LEAKAGE RATE: .19 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .43
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .52
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .33
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

42-1407

LARRY TINDALL
REGISTERED RESIDENTIAL DESIGNER
STATE OF NEVADA
No. 007
EXP. 6/30/13

LARRY TINDALL
RESIDENTIAL DESIGNER
(DO NOT SCALE DRAWINGS)
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OFFICE (702) 597-2597
FAX (702) 896-8352

D.R. HORTON HOMES
2135 PLAN

REVISION	DATE	NOTES
1	2-6-12	ARCH CORRECTION #1

ELEVATIONS

JOB NO.: 1128
FILE NAME: 2135A042
DATE: 1-20-12
UPDATED:

A042

2270 SE CAMERO AVE LAS VEGAS, NEVADA 89123

SCANNED

MOD-47016
SDR-47017

RECEIVED
SEP 2 7 2012

NOTES:

- SEE A040 FOR NOTES AND DETAILS NOT SHOWN.
- DETAILS ⊙ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT TO OPENINGS ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
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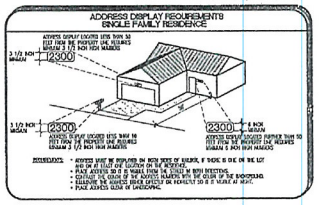
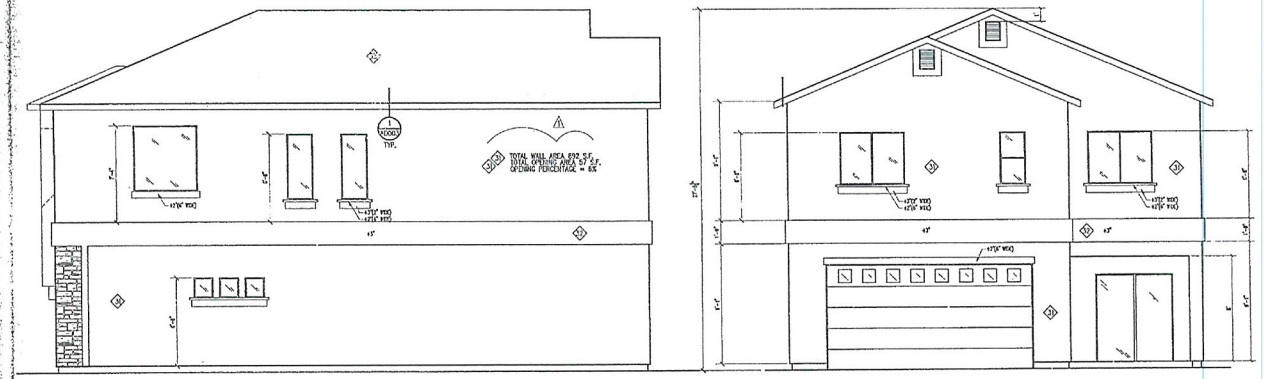
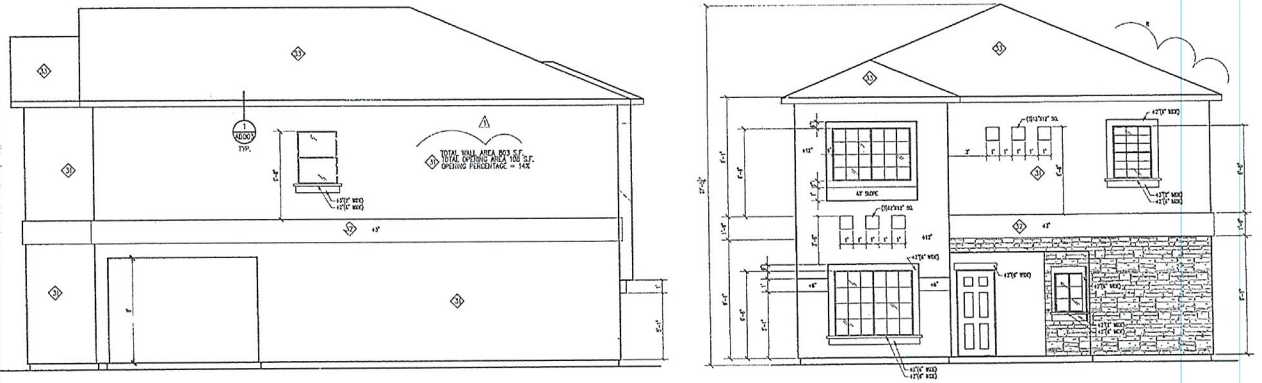


GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'



(4) RIGHT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"

(3) REAR ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"

(1) FRONT ELEVATION 'D'
SCALE: 1/4" = 1'-0"

KEYNOTES:

3. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A2001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
17. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
20. CEILING LINE.
10. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. FRAME CRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE BY BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS, (TYPICAL) VERIFY WITH 2006 IECC ANALYSIS REPORT.
3. DETAILS ⊙ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
4. POP-OUTS SHOWN BY A HIDDEN LINE AROUND WINDOWS TO BE INSTALLED ⊙ PUBLIC WAY FOR JURISDICTION REQUIREMENTS.
5. NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TAXMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TAXMITTANCE RATE: .48
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TAXMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TAXMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 4 S.F.
GLASS BLOCK:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .58
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TAXMITTANCE RATE: .41
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): Glass Block 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TAXMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

Clark County Department of Building Services Approved

Date: SEP 20 2012

Conditions and Accepted

LARRY TINDALL
REGISTERED RESIDENTIAL DESIGNER
STATE OF NEVADA
No. 1128
FAX (702) 896-6852

2135 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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DO NOT SCALE DRAWING
OFFICE (702) 897-2597
LAS VEGAS, NEVADA 89129

REVISION	DATE	NOTES
1	2-6-12	ADDR CORRECTION #1

2270 E CAMERO AVE
ELEVATION

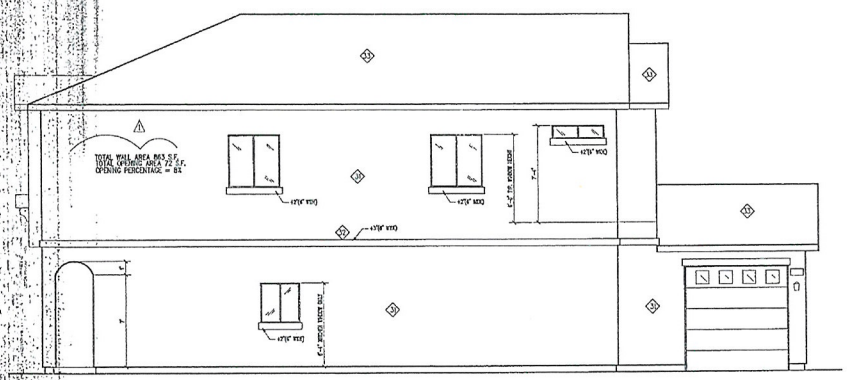
JOB NO: 1128
FILE NAME: 2135D043
DATE: 1-20-12
UPDATE:

A043

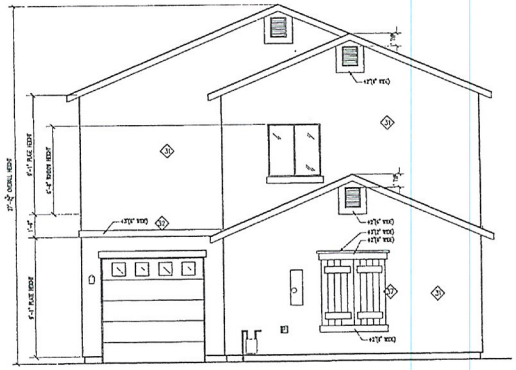
SCANNED

RECEIVED
SEP 27 2012

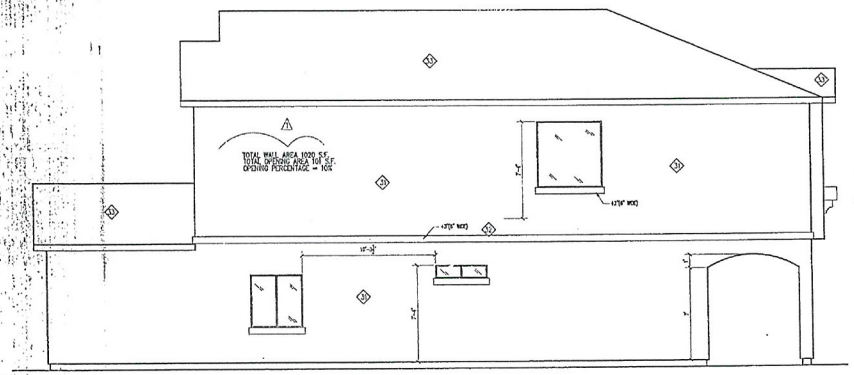
MOD-47016
SDR-47017



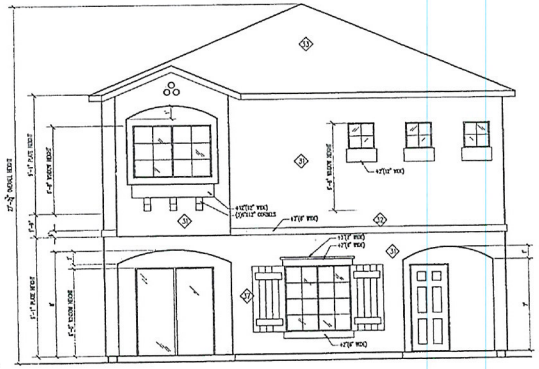
(4) RIGHT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'A'
SCALE: 1/4" = 1'-0"



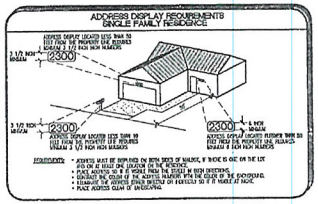
(2) LEFT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'A'
SCALE: 1/4" = 1'-0"

NOTES:

- SEE A040 FOR NOTES AND DETAILS NOT SHOWN.
- DETAILS ⊙ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT TO OPENINGS ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
- POPOUTS SHOW BY A HIDDEN LINE AROUND WINDOWS BE INSTALLED ⊙ PUBLIC WAY OR PER JURISDICTION REQUIREMENTS.
- NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" MCC FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB LOCATION, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS, (TYPICAL) VERIFY WITH 2009 ECC ANALYSIS REPORT.
3. DETAILS ⊙ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
4. POP-OUTS SHOWN BY A HIDDEN LINE AROUND WINDOWS TO BE INSTALLED ⊙ PUBLIC WAY PER JURISDICTION REQUIREMENTS.
5. NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 185 S.F.
FIXED:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .59
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .58
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .43 - 1.44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 15 S.F.
PATIO DOOR:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: 1.44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 71 S.F.

Code Compliance Section
Building Dept.
City of Las Vegas
Reviewed and Accepted
Effective Date

LARRY TINDALL
REGISTERED RESIDENTIAL DESIGNER
No. 53-P
EXPIRATION DATE OF NEVADA

2435 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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OFFICE (702)897-5997 FAX (702)898-9953

REVISION	DATE	NOTES
1	2-6-12	ARCH CORRECTION #1

ELEVATIONS
2270 E CAMERO AVE LAS VEGAS, NV 89123

JOB NO.: 1128
FILE NAME: A040
DATE: 1-20-12
UPDATE:

A040

SCANNED
RECEIVED
SEP 27 2012

NOTES:

- SEE A040 FOR NOTES AND DETAILS NOT SHOWN.
- DETAILS ⊙ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT TO OPENINGS ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
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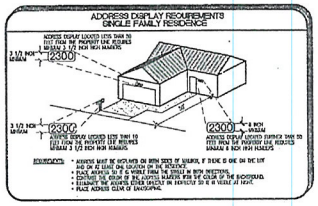
- NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

(30) EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
(31) 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FINISHED BAND, WINDOW OR DOOR TRIM 4" MIN. FROM TYP. U.N.O.
(32) CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
(33) 12" O/HANG AT PUBLIC WAY.
(34) PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
(35) CEILING LINE.
(36) ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBERS ENGS.

NOTES:

1. PRIVACY GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE BY BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS, (TYPICAL) VERIFY WITH 2009 IECC ANALYSIS REPORT.
3. DETAILS ⊙ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
4. POP-OUTS SHOWN BY A HIDDEN LINE AROUND WINDOWS TO BE INSTALLED @ PUBLIC WAY PER JURISDICTION REQUIREMENTS.
5. NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.

SYMBOLS:

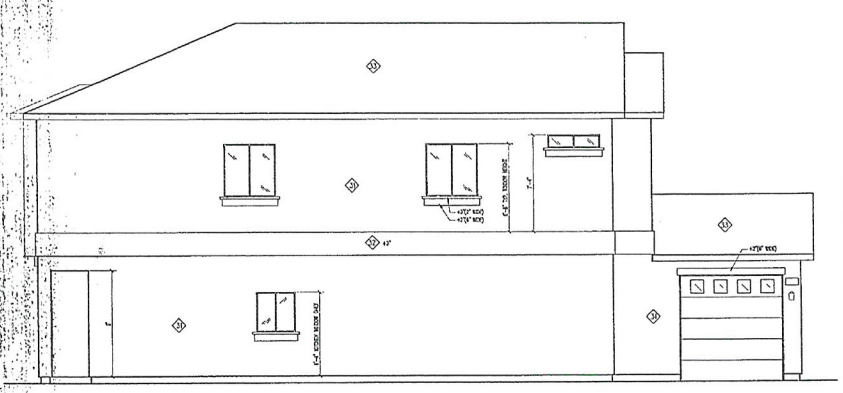
- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

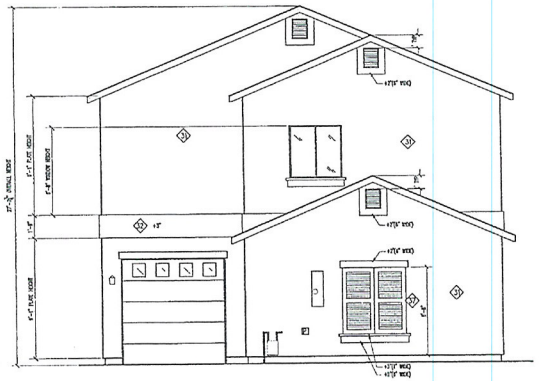
LOCATION:
FRONT ENTRY DOOR:
MANUFACTURER: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURER: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURER: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

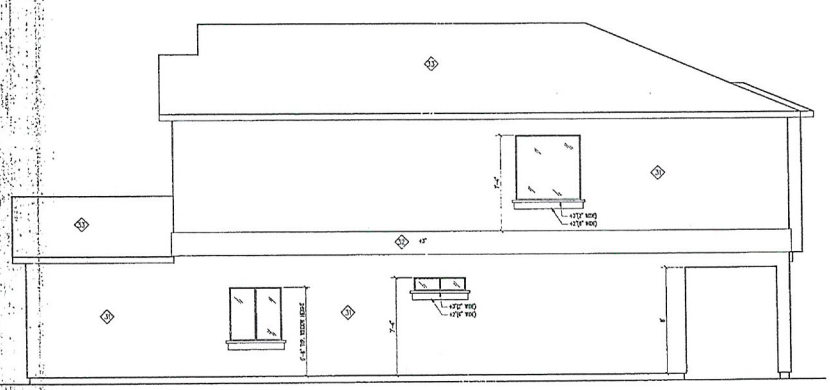
TYPE:
SLIDER:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .31
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 155 S.F.
FIXED:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .31
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .52
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 15 S.F.
PATIO DOOR:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 42 S.F.



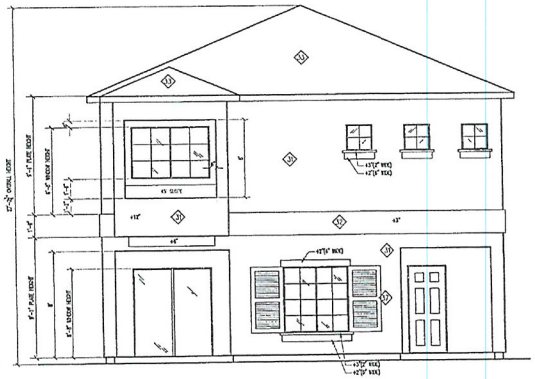
(4) RIGHT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'B'
SCALE: 1/4" = 1'-0"

LARRY TINDALL
REGISTERED RESIDENTIAL DESIGNER
No. 2578 STATE OF NEVADA

2435 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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OFFICE (702)897-8594 FAX (702)990-6952

REVISION	DATE	NOTES
1	2-9-12	ARCH CORRECTION #1

JOB NO.: 1128
FILE NAME: A041
DATE: 1-20-12
UPDATE:

A041

2370 E CAMERO AVE LAS VEGAS, NV 89120

ELEVATION

A3-1 of 7

Clark County Building Department
Electronically Accepted Plans

SCANNED

RECEIVED
SEP 27 2012

MOD-47016
SDR-47017

NOTES:

- SEE A040 FOR NOTES AND DETAILS NOT SHOWN.
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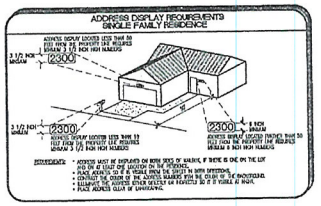

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM MOULDING OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" MIN. FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

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SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
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- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

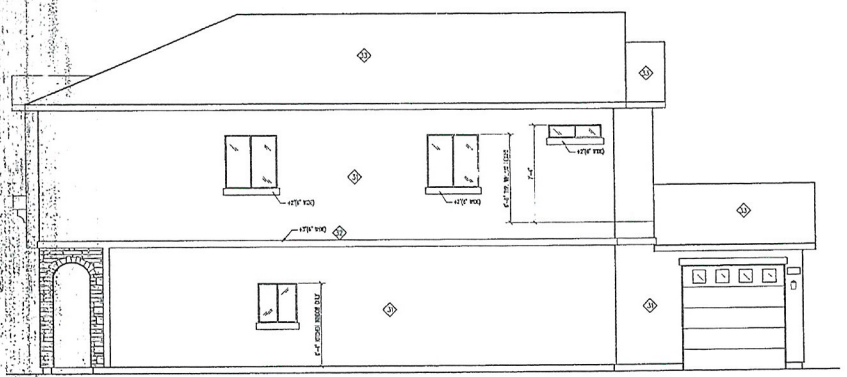
LOCATION:

FRONT ENTRY DOOR:	
MANUFACTURER:	THERMA TRU
NFRC-U FACTOR:	.33
GARAGE ENTRY DOOR:	
MANUFACTURER:	THERMA TRU
NFRC-U FACTOR:	.33
FRENCH DOOR:	
MANUFACTURER:	THERMA TRU
NFRC-U FACTOR:	.40

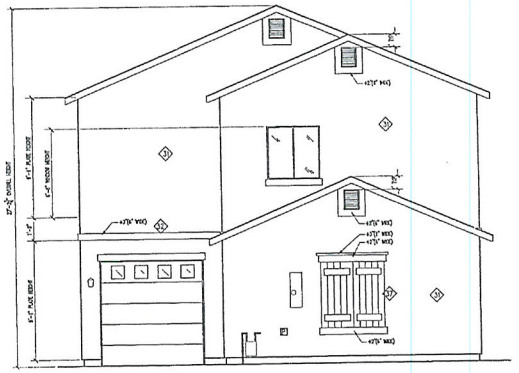
WINDOW U VALUES:

TYPE:	
SLIDER:	
MANUFACTURER:	SOLOR INDUSTRIES
U-FACTOR:	.34
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.25
WINDOW AREA (INCLUDING FRAMES):	165 S.F.
FIXED:	
MANUFACTURER:	SOLOR INDUSTRIES
U-FACTOR:	.32
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE:	.49
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.33
WINDOW AREA (INCLUDING FRAMES):	102 S.F.
SINGLE HUNG:	
MANUFACTURER:	SOLOR INDUSTRIES
U-FACTOR:	.34
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.25
WINDOW AREA (INCLUDING FRAMES):	6 S.F.
SKYLIGHTS:	
MANUFACTURER:	SOLOR INDUSTRIES
U-FACTOR:	.45
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.35
WINDOW AREA (INCLUDING FRAMES):	0
GLASS BLOCK:	
MANUFACTURER:	SOLOR INDUSTRIES
U-FACTOR:	.58
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.40
WINDOW AREA (INCLUDING FRAMES):	1.5 S.F.
PATIO DOOR:	
MANUFACTURER:	SOLOR INDUSTRIES
U-FACTOR:	.32
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.23
WINDOW AREA (INCLUDING FRAMES):	40 S.F.

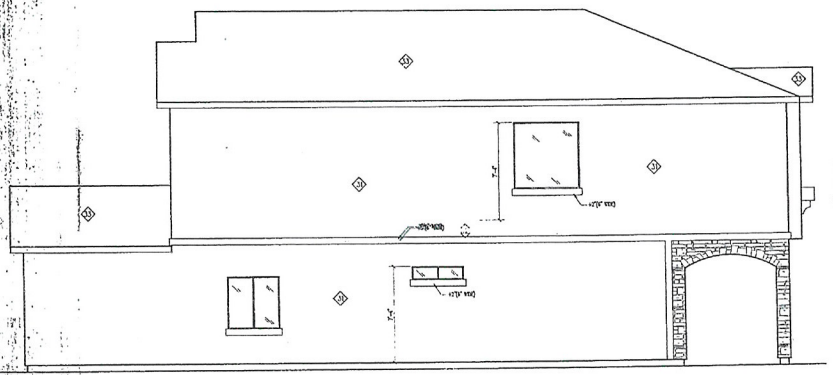
43-1487



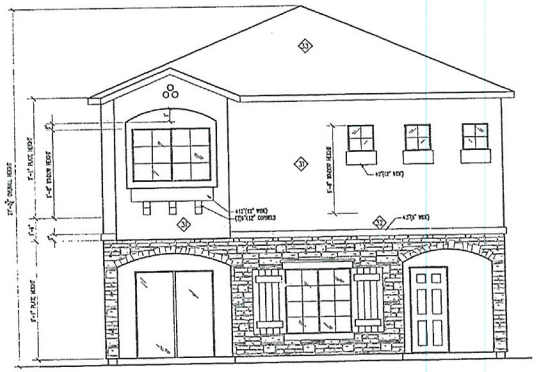
(4) RIGHT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'C'
SCALE: 1/4" = 1'-0"

LARRY TINDALL
LARRY TINDALL
REGISTERED RESIDENTIAL DESIGNER
No. 2... STATE OF NEVADA

2435 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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OFFICE (702)597-5597 FAX (702)599-8352

REVISION	DATE	NOTES
1	2-9-12	ARCH CORRECTION #1

ELEVATIONS
2270 E CAMERO AVE LAS VEGAS, NV 89123

JOB NO.: 1128
FILE NAME: A042
DATE: 1-20-12
UPDATE:

A042

SCANNED

RECEIVED
SEP 2 7 2012

MOD-47016
SDR-47017

NOTES:

* SEE A040 FOR NOTES AND DETAILS NOT SHOWN.
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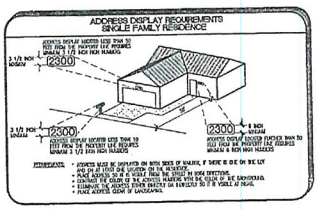
* NO POP-OUTS REQUIRED AROUND WINDOWS AND DOORS UNDER COVERED PATIO.

ADDRESS DISPLAY REQUIREMENTS
SINGLE FAMILY RESIDENCE



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0501 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WINDSOIT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM & WOOD FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE. SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
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NOTES:

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SYMBOLS:

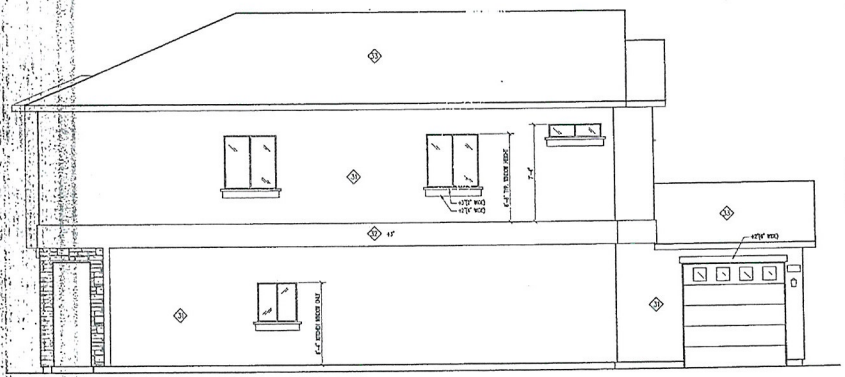
- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY LEGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

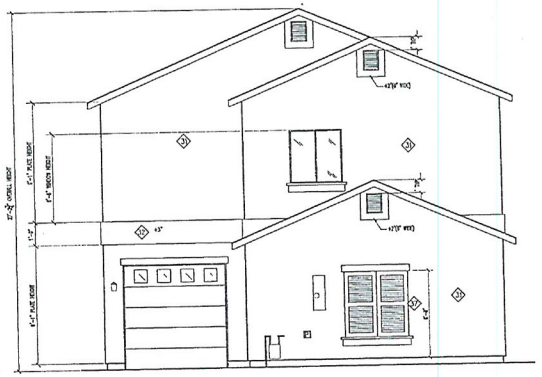
LOCATION:
FRONT ENTRY DOOR:
MANUFACTURER: TRUSTILE TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURER: TRUSTILE TRU
NFRC-U FACTOR: .33
PATIO DOOR:
MANUFACTURER: TRUSTILE TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

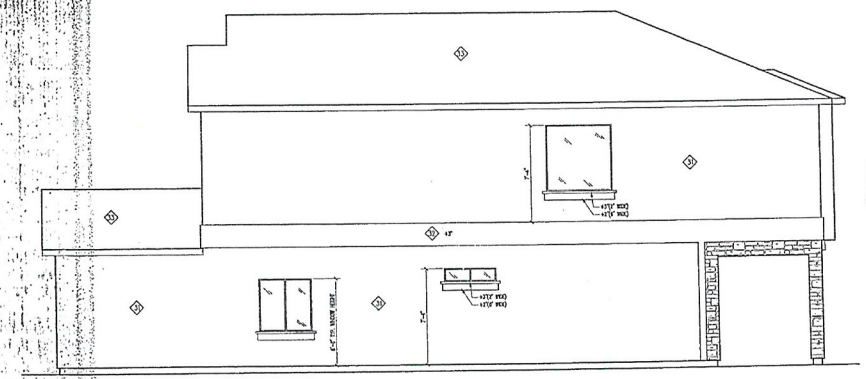
TYP1:
SLIDER:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
TYP2:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .56
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .49
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.



(4) RIGHT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"

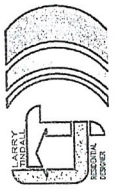


(3) REAR ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"

(1) FRONT ELEVATION 'D'
SCALE: 1/4" = 1'-0"



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2435 PLAN
D.R. HORTON HOMES

REVISION	DATE	NOTES
1	2-3-12	ARCH CORRECTION #1

2370 E CAMERO AVE LAS VEGAS, NV 89123

ELEVATION

JOB NO: 1128
FILE NAME: A043
DATE: 1-20-12
UPDATE:

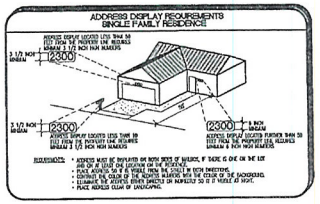
A043

A3-1487

MOD-47016
SDR-47017

SCANNED

RECEIVED
SEP 27 2012



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" NOSE FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NOT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0402
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A040 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

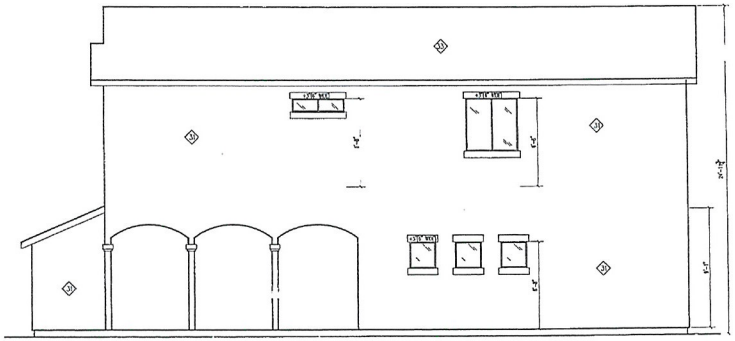
- OPTIONAL COACH LIGHT(S), SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

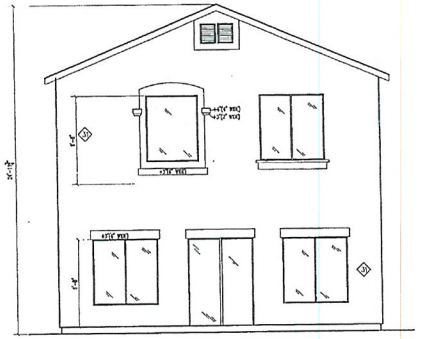
LOCATION:
FRONT ENTRY DOOR:
MANUFACTURER: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURER: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURER: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

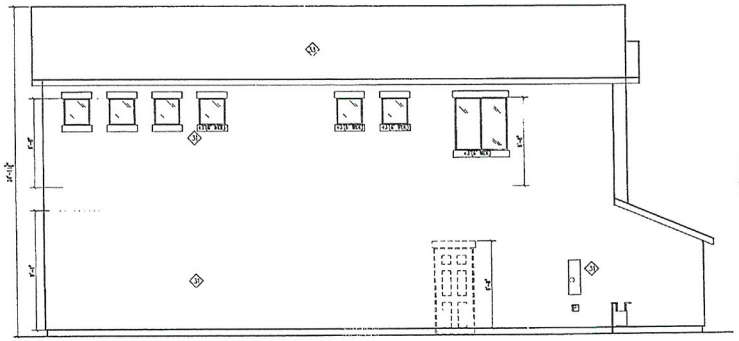
TYPE:
SLIDER:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .55
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .25
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .50
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURER: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .41
SOLAR HEAT GAIN COEFFICIENT (SHGC) .22
WINDOW AREA (INCLUDING FRAMES): 40 S.F.



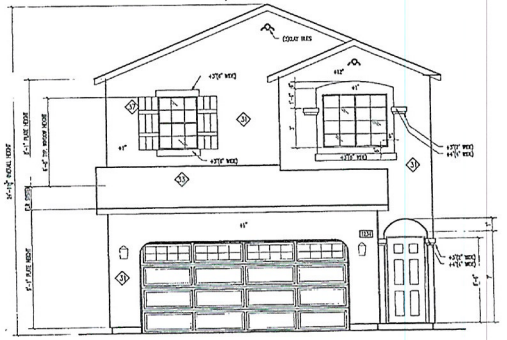
(4) RIGHT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'A'
SCALE: 1/4" = 1'-0"

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REVISION	DATE	NOTES

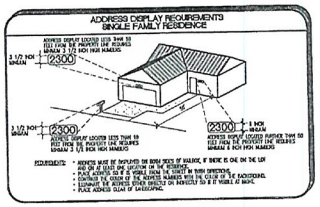
ELEVATIONS
2270 E CAMERO AVE
LAS VEGAS, NEVADA 89123

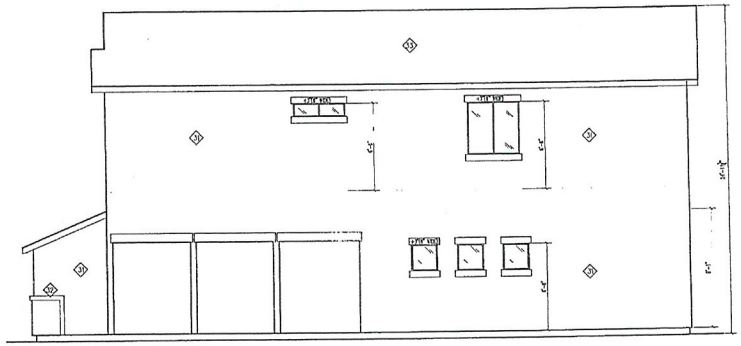
JOB NO.: 1135
FILE NAME: 1735A040
DATE: 2-1-12
UPDATE:

A040

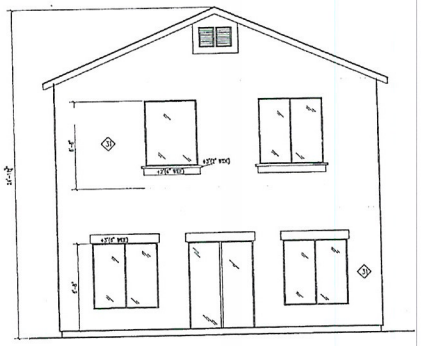
MOD-47016
SDR-47017

RECEIVED
SEP 27 2012

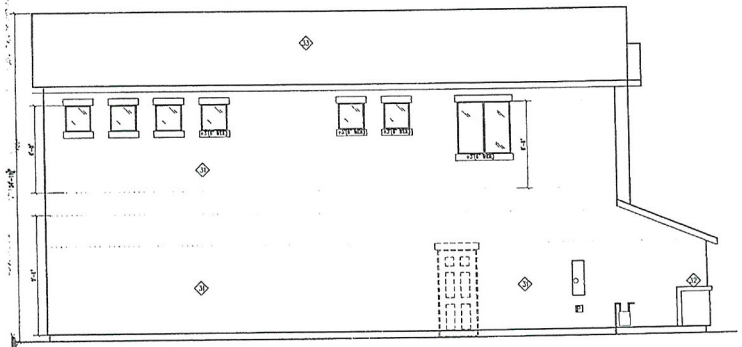




(4) RIGHT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"

(1) FRONT ELEVATION 'B'
SCALE: 1/4" = 1'-0"

KEYNOTES:

- (1) EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0011 & D.R. HORTON FOR FINISH AND COLOR.
- (2) 1 COAT STUCCO SYSTEM O/FOAM RAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 4" WIDE FINISH TYP. U.N.O.
- (3) CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
- (4) 12" O/HANG AT PERIOD WAY.
- (5) PRE-FIN. GUTTERS, SEE D.R. HORTON SPECS.
- (6) CEILING LINE.
- (10) ACCESS PANEL FOR OPTIONAL TUB ESCUTCHEON, VERIFY LOCATION W/ PLUMBING SPECS.

NOTES:

1. FRAME GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL
3. DETAILS @ WINDOW & DOORS REFER TO FLOORING AROUND OPENINGS. DETAILS WHICH SHEAR WALL MUST ARE NOT REFERENCED, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A0A0 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY WIDTH WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .56
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

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1735 PLAN
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REVISION	DATE	NOTES

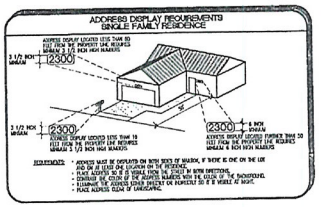
JOB NO.: 1135
FILE NAME: 1735A041
DATE: 2-1-12
UPDATE:

ELEVATION

A041

MOD-47016
SDR-47017

RECEIVED
SEP 27 2012



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/AD101 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 4" WIDE FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MTL SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. PHANTOM GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL
3. DETAILS @ WINDOW & DOORS REFER TO FLASHING AROUND OPENINGS. DETAILS WITH SHEAR WALL HEAT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET AD002
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE AD#0 FOR NOTES AND DETAILS NOT SHOWN

SYMBOLS:

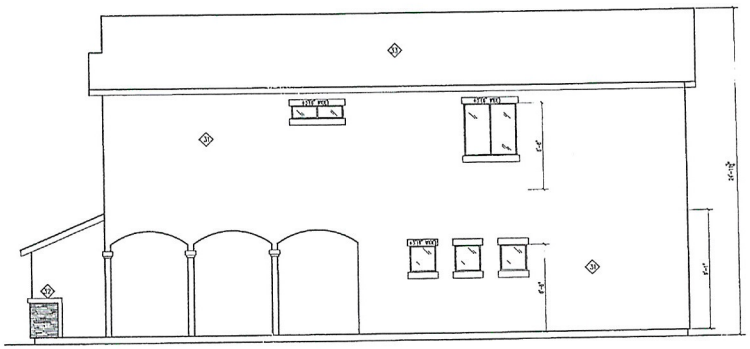
- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

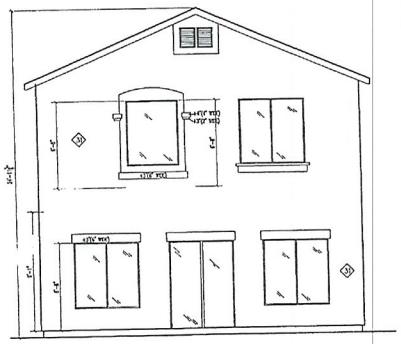
LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

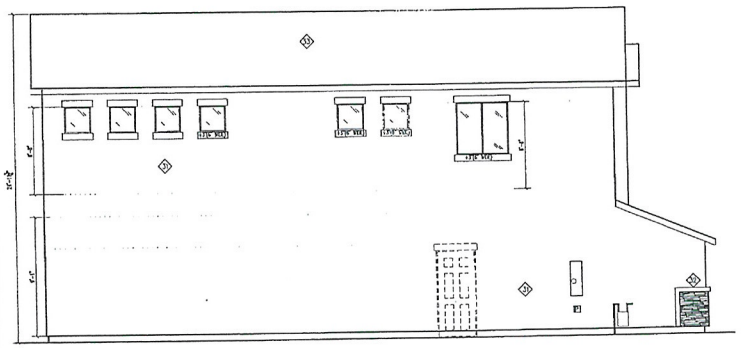
TYPE:
SLIDER:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 185 S.F.
FIXED:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .22
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .58
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .54
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.



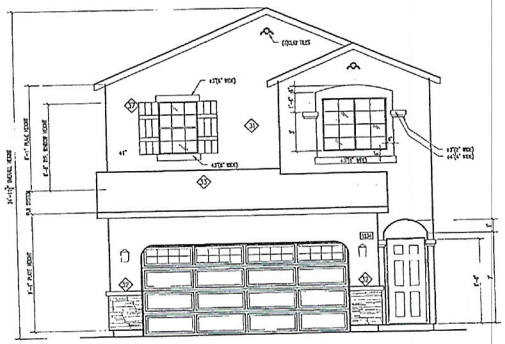
(4) RIGHT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'C'
SCALE: 1/4" = 1'-0"

1735 PLAN
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LARRY TINDALL
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2370 E CAMERO AVE

REVISION	DATE	NOTES

ELEVATIONS

JOB NO.: 1135
FILE NAME: 1735A042
DATE: 2-1-12
UPDATE:

A042

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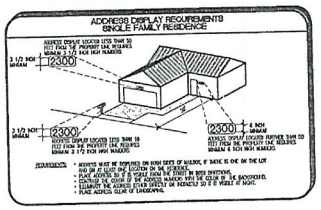
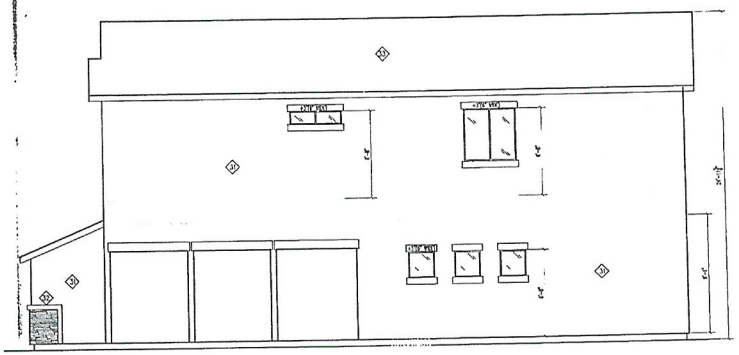
RESIDENTIAL DESIGNER
STATE OF NEVADA
No. 52-9

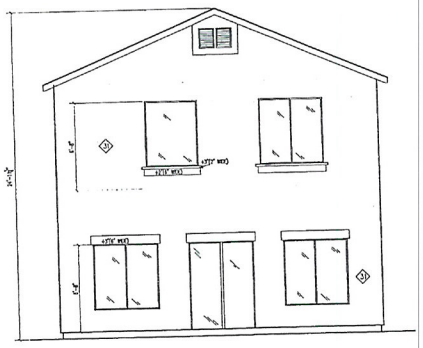
MOD-47016
SDR-47017

RECEIVED
SEP 2 7 2012

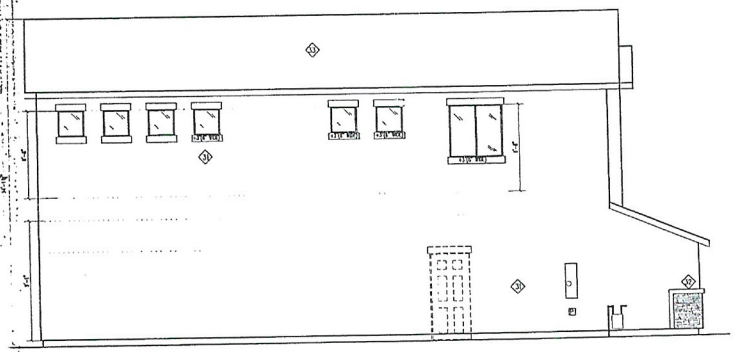




(4) RIGHT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"

(1) FRONT ELEVATION 'D'
SCALE: 1/4" = 1'-0"

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. FRAME GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE, OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NOT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0602
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A040 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL AND LOCATION
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:

FRONT ENTRY DOOR:	
MANUFACTURE:	THERMA TRU
NFRC-U FACTOR:	.33
GARAGE ENTRY DOOR:	
MANUFACTURE:	THERMA TRU
NFRC-U FACTOR:	.33
FRENCH DOOR:	
MANUFACTURE:	THERMA TRU
NFRC-U FACTOR:	.40

WINDOW U VALUES:

TYPE:	
SLIDER:	
MANUFACTURE:	SOLAR INDUSTRIES
U-FACTOR:	.34
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.23
WINDOW AREA (INCLUDING FRAMES):	185 S.F.
FIXED:	
MANUFACTURE:	SOLAR INDUSTRIES
U-FACTOR:	.32
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE:	.49
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.23
WINDOW AREA (INCLUDING FRAMES):	102 S.F.
SINGLE HUNG:	
MANUFACTURE:	SOLAR INDUSTRIES
U-FACTOR:	.34
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.23
WINDOW AREA (INCLUDING FRAMES):	6 S.F.
SKYLIGHT:	
MANUFACTURE:	SOLAR INDUSTRIES
U-FACTOR:	.45
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.35
WINDOW AREA (INCLUDING FRAMES):	0
GLASS BLOCK:	
MANUFACTURE:	SOLAR INDUSTRIES
U-FACTOR:	.58
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.40
WINDOW AREA (INCLUDING FRAMES):	1.5 S.F.
PATIO DOOR:	
MANUFACTURE:	SOLAR INDUSTRIES
U-FACTOR:	.32
AIR LEAKAGE RATE:	.21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE:	.44
SOLAR HEAT GAIN COEFFICIENT (SHGC)	.23
WINDOW AREA (INCLUDING FRAMES):	40 S.F.

LARRY TINDALL
RESIDENTIAL DESIGNER
OFFICE (702) 897-6597
FAX (702) 896-8952
STATE OF NEVADA
No. 552

1735 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES

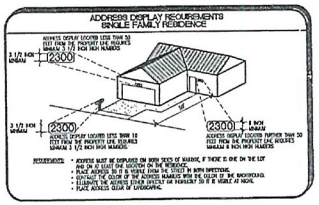
ELEVATION
2270 E CAMERON AVE
LAS VEGAS, NEVADA 89123

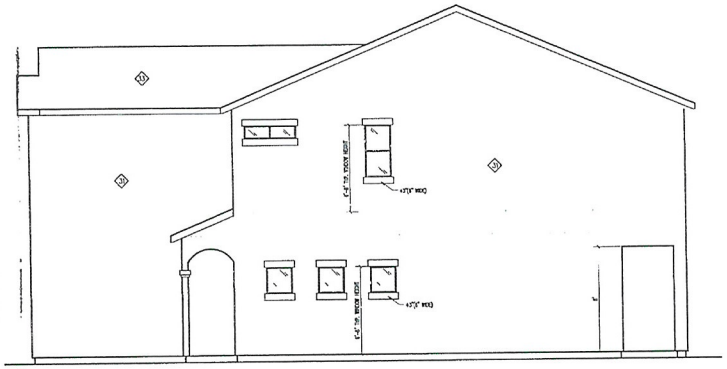
JOB NO.: 1135
FILE NAME: 1735A043
DATE: 2-1-12
UPDATE:

A043

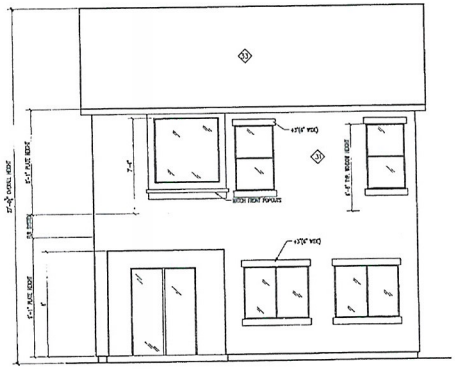
MOD-47016
SDR-47017

RECEIVED
SEP 2 7 2012

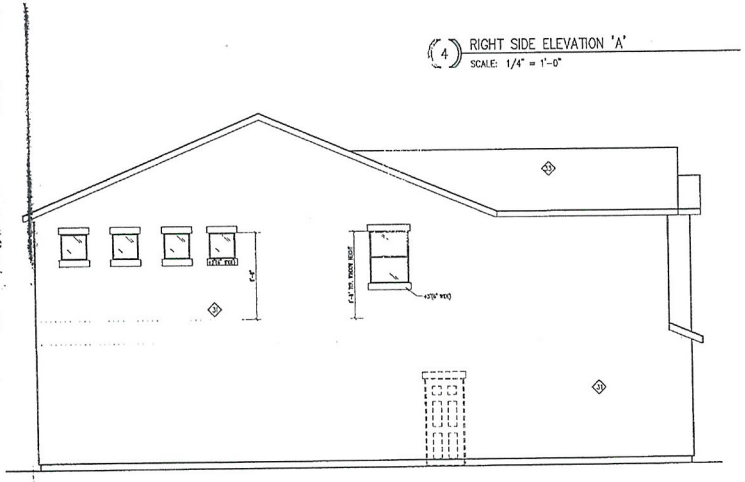




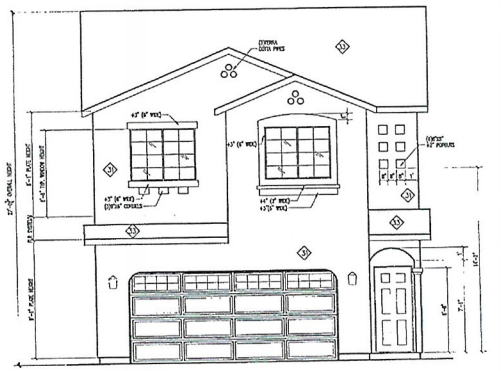
(4) RIGHT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'A'
SCALE: 1/4" = 1'-0"

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0.01 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" NOM. FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL.
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL HEIGHT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0.02
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A040 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT -- CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- P — ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
PATIO DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .40
SOLAR HEAT GAIN COEFFICIENT (SHGC) .22
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .58
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

LARRY TINDALL
RESIDENTIAL DESIGNER
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LARRY TINDALL
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LARRY TINDALL
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LAS VEGAS, NEVADA 89123
2270 E CAMERO AVE

REVISION	DATE	NOTES

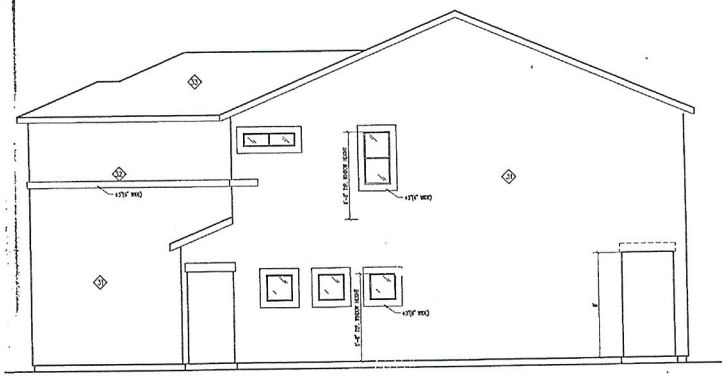
ELEVATIONS

JOB NO.: 1135
FILE NAME: 1835A040
DATE: 2-1-12
UPDATE:

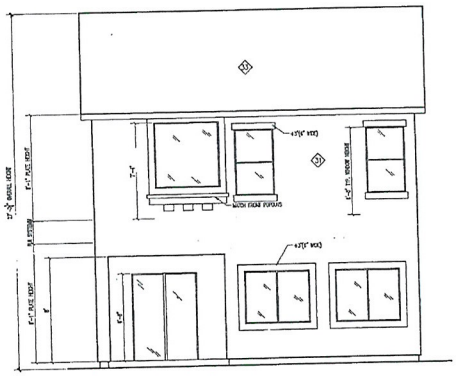
A040

RECEIVED
SEP 2 7 2012

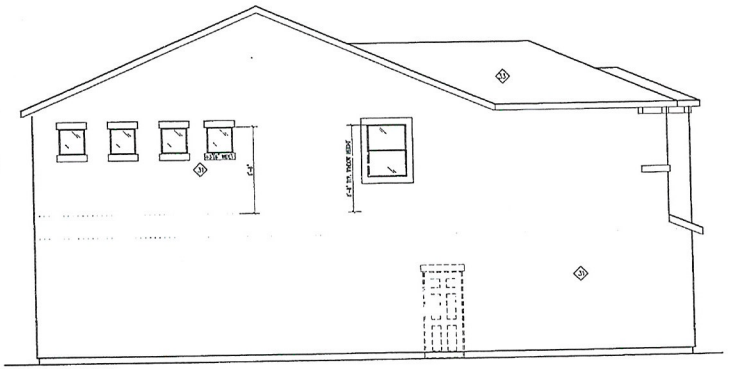
MOD-47016
SDR-47017



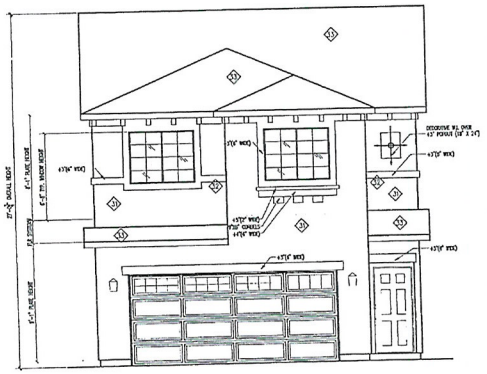
(4) RIGHT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



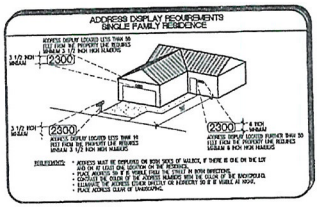
(3) REAR ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'B'
SCALE: 1/4" = 1'-0"



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AWARD OPENINGS. DETAILS WHEN SHEAR WALL HOST ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 18 ON SHEET A0042
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A040 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
PATIO DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER: SOLAR INDUSTRIES
MANUFACTURE: .34
U-FACTOR: .21 CFM/FT2
AIR LEAKAGE RATE: .44
VISUAL LIGHT TRANSMITTANCE RATE: .23
SOLAR HEAT GAIN COEFFICIENT (SHGC) 102 S.F.
WINDOW AREA (INCLUDING FRAMES):
FIXED: SOLAR INDUSTRIES
MANUFACTURE: .32
U-FACTOR: .21 CFM/FT2
AIR LEAKAGE RATE: .45
VISUAL LIGHT TRANSMITTANCE RATE: .23
SOLAR HEAT GAIN COEFFICIENT (SHGC) 102 S.F.
WINDOW AREA (INCLUDING FRAMES):
SINGLE HUNG: SOLAR INDUSTRIES
MANUFACTURE: .34
U-FACTOR: .21 CFM/FT2
AIR LEAKAGE RATE: .44
VISUAL LIGHT TRANSMITTANCE RATE: .23
SOLAR HEAT GAIN COEFFICIENT (SHGC) 8 S.F.
WINDOW AREA (INCLUDING FRAMES):
SKYLIGHT: SOLAR INDUSTRIES
MANUFACTURE: .48
U-FACTOR: .21 CFM/FT2
AIR LEAKAGE RATE: .44
VISUAL LIGHT TRANSMITTANCE RATE: .25
SOLAR HEAT GAIN COEFFICIENT (SHGC) 0
WINDOW AREA (INCLUDING FRAMES):
GLASS BLOCK: SOLAR INDUSTRIES
MANUFACTURE: .58
U-FACTOR: .21 CFM/FT2
AIR LEAKAGE RATE: .44
VISUAL LIGHT TRANSMITTANCE RATE: .40
SOLAR HEAT GAIN COEFFICIENT (SHGC) 1.5 S.F.
WINDOW AREA (INCLUDING FRAMES):
PATIO DOOR: SOLAR INDUSTRIES
MANUFACTURE: .33
U-FACTOR: .21 CFM/FT2
AIR LEAKAGE RATE: .44
VISUAL LIGHT TRANSMITTANCE RATE: .23
SOLAR HEAT GAIN COEFFICIENT (SHGC) 40 S.F.
WINDOW AREA (INCLUDING FRAMES):

LARRY TINDALL
RESIDENTIAL DESIGNER
STATE OF NEVADA
No. 324
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1835 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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OFFICE (702) 897-2537

REVISION	DATE	NOTES

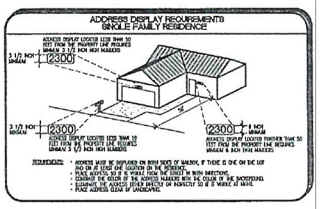
JOB NO.: 1135
FILE NAME: 1835A041
DATE: 2-1-12
UPDATE:

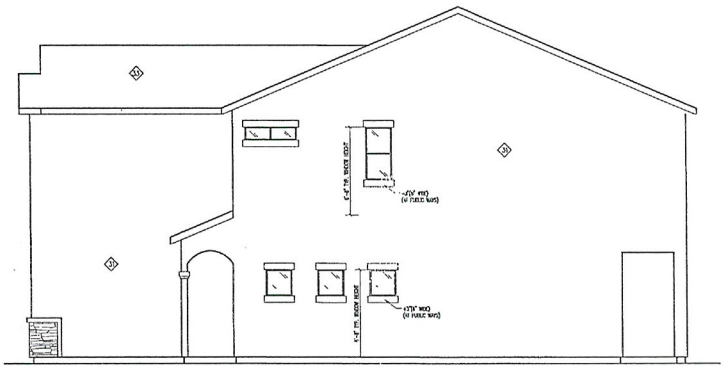
A041

ELEVATION
2270 E CAMERO AVE
LAS VEGAS, NEVADA 89123

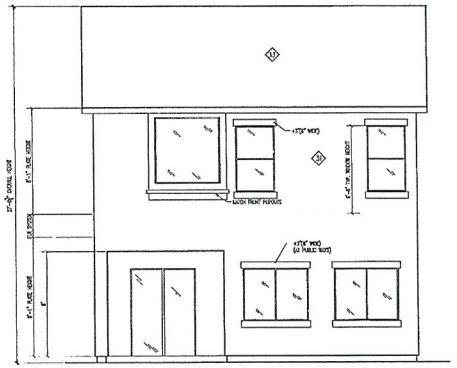
RECEIVED
SEP 2 7 2012

MOD-47016
SDR-47017

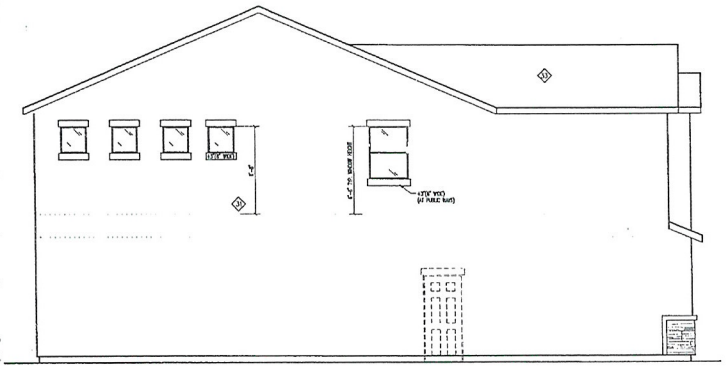




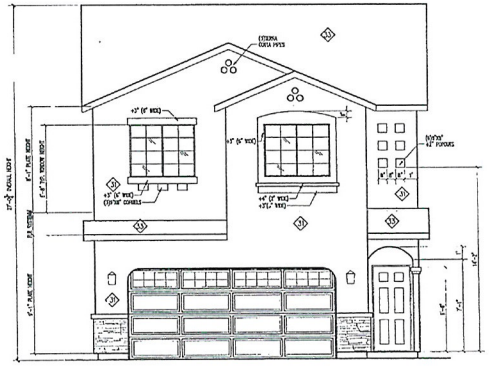
(4) RIGHT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'C'
SCALE: 1/4" = 1'-0"

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A000 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 5" WIDE FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CC&R REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS MASS SHEAR WALL HOLE ARE NOT REFERENCE, THEY ARE DETAILS 8 TO 15, 17, & 19 ON SHEET A1002
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A040 FOR NOTES AND DETAILS NOT SHOWN

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
PATIO DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES) 165 S.F.
FIXED:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .48
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 9 S.F.
SKYLIGHT:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .56
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .49
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

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1835 PLAN
D.R. HORTON HOMES

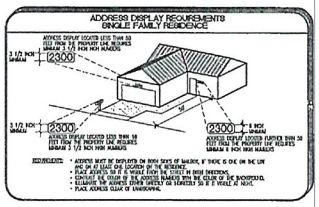
REVISION	DATE	NOTES

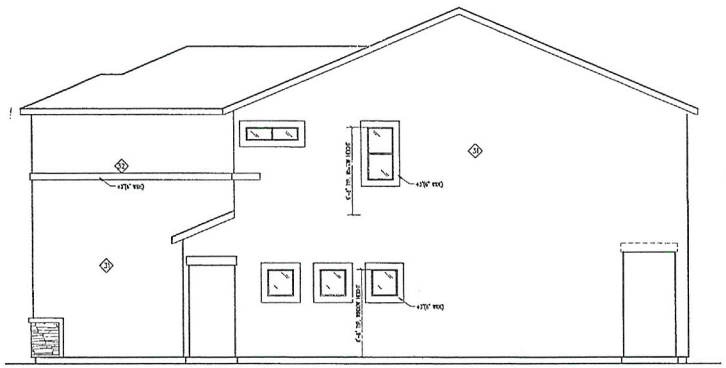
JOB NO.: 1135
FILE NAME: 1835A042
DATE: 2-1-12
UPDATE:

ELEVATIONS
3270 E CAMERO AVE LAS VEGAS, NEVADA 89120

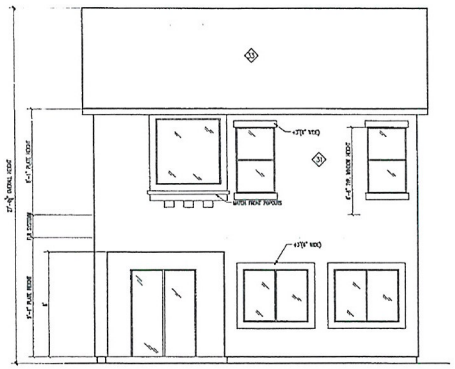
A042

RECEIVED
SEP 27 2012
MOD-47016
SDR-47017

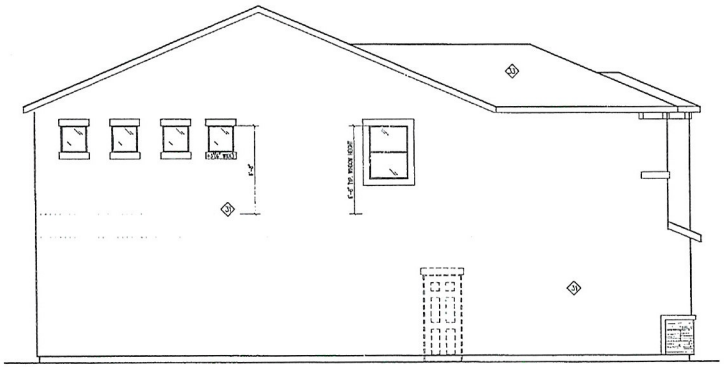




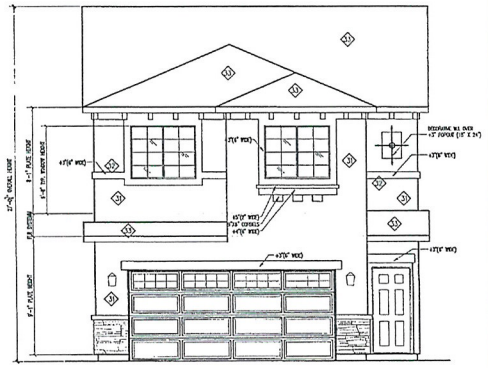
(4) RIGHT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'D'
SCALE: 1/4" = 1'-0"

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.
3. CONCRETE 'S' ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING SPECS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL
3. DETAILS @ WINDOW & DOORS REFER TO W-DOOR-2 AROUND OPENINGS. DETAILS WHERE SHEAR WALL HEAT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS
5. SEE A0A0 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT -- CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .35
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOORS:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .25
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 8 S.F.
SKYLIGHT:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .56
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .49
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TRANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

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REVISION	DATE	NOTES

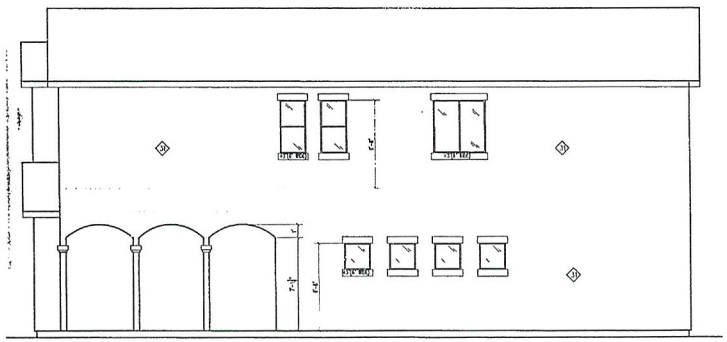
ELEVATION

JOB NO.: 1135
FILE NAME: 1835A043
DATE: 2-1-12
UPDATE:

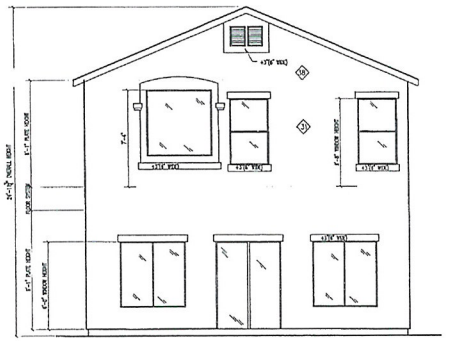
A043

2870 E. CAMERO AVE LAS VEGAS, NEVADA 89123

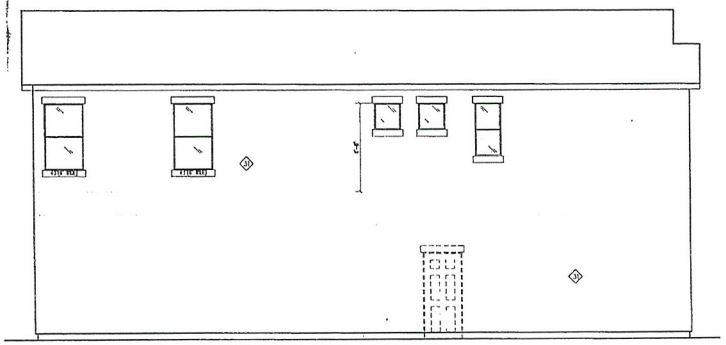
RECEIVED
SEP 2 7 2012
MOD-47016
SDR-47017



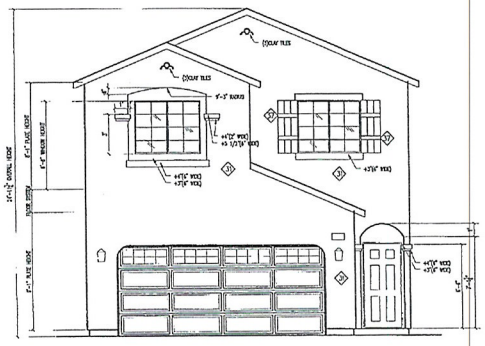
(4) RIGHT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



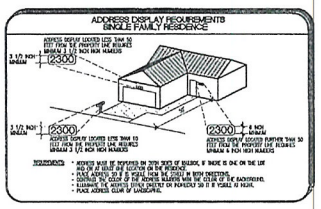
(3) REAR ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'A'
SCALE: 1/4" = 1'-0"



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

(1) EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
(2) 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.
(3) CONCRETE 'S' ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
(4) 12" O/HANG AT PUBLIC WAY.
(7) PRE-MTL SHUTTERS, SEE D.R. HORTON SPECS.
(8) CEILING LINE.
(10) ACCESS PANEL FOR OPTIONAL TMS EQUIPMENT, VERIFY LOCATION W/ PLUMBING ENGR.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL.
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL MIGHT ARE NOT REFERENCE, THEY ARE DETAILS 8 TO 15, 17, & 18 ON SHEET A0002.
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A0A0 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES. SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: TRAPANA 9061
ASTRO-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: TRAPANA 9061
ASTRO-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: TRAPANA 5961
ASTRO-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 107 S.F.
SINGLE HUNG:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .65
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS DOOR:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .50
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 15 S.F.
PATIO DOOR:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 45 S.F.

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1935 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES

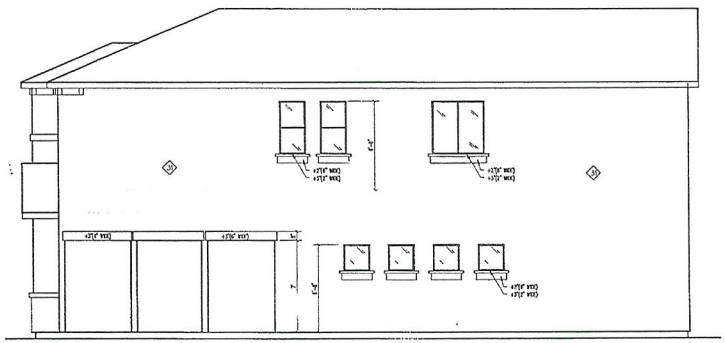
ELEVATIONS
2270 CAMERO AVENUE, LAS VEGAS, NEVADA 89123

JOB NO: 1135
FILE NAME: 1935A040
DATE: 2-1-12
UPDATE:

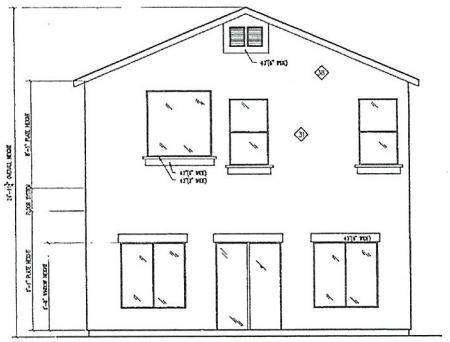
A040

MOD-47016
SDR-47017

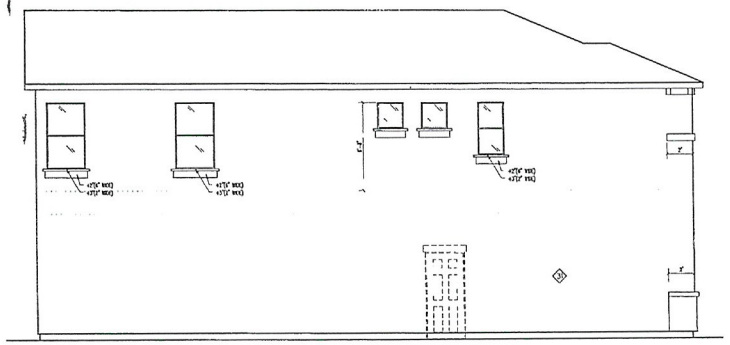
RECEIVED
SEP 27 2012



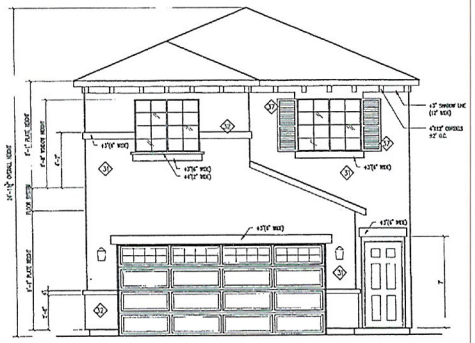
(4) RIGHT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



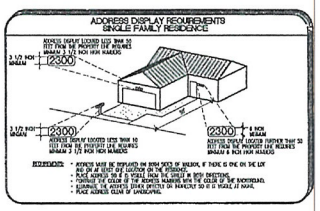
(3) REAR ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'B'
SCALE: 1/4" = 1'-0"



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1 3 7

KEYNOTES:

(3) EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
(5) 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.
(13) CONCRETE S ROOF TILE. SEE D.R. HORTON FOR FINISH AND COLOR.
(14) 12" O/HANG AT PUBLIC WAY.
(17) PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
(18) CEILING LINE.
(19) ACCESS PANEL FOR OPTIONAL T/B EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL.
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NOT ARE NOT REFERENCE, THEY ARE DETAILS 8 TO 15, 17, & 19 ON SHEET A0001
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A0A0 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURER: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURER: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURER: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 105 S.F.
FIXED:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 0 S.F.
SKYLIGHT:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .58
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURER: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

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1935 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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OFFICE (702) 897-8597
LAS VEGAS, NEVADA 89123

REVISION	DATE	NOTES

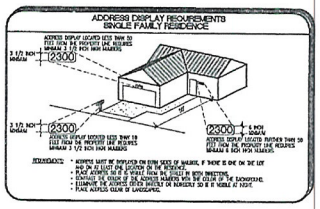
JOB NO.: 1135
FILE NAME: 1935A041
DATE: 2-1-12
UPDATE:

A041

ELEVATION
2270 CAMERO AVENUE.

RECEIVED
SEP 2 7 2012

MOD-47016
SDR-47017



GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. EXTERIOR 5 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 5" WIDE FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. CEILING LINE.
10. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOW TYPICAL
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL HERE ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0302
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A0A0 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

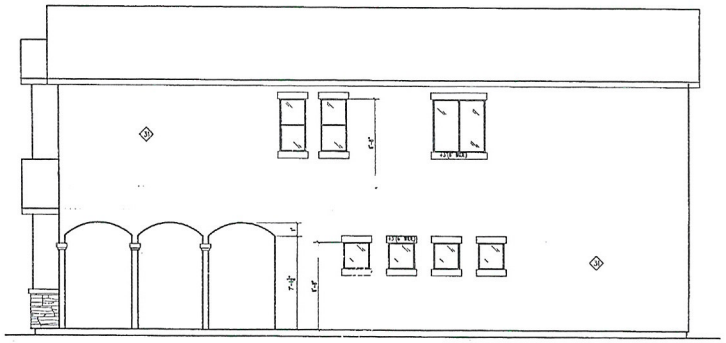
- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

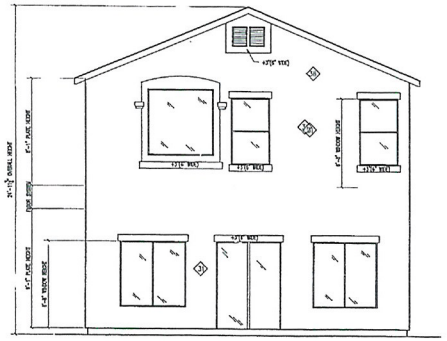
LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: TRUEMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: TRUEMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: TRUEMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .42
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .43
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .64
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES) 0
GLASS BLOCK:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .58
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLOR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.



(4) RIGHT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



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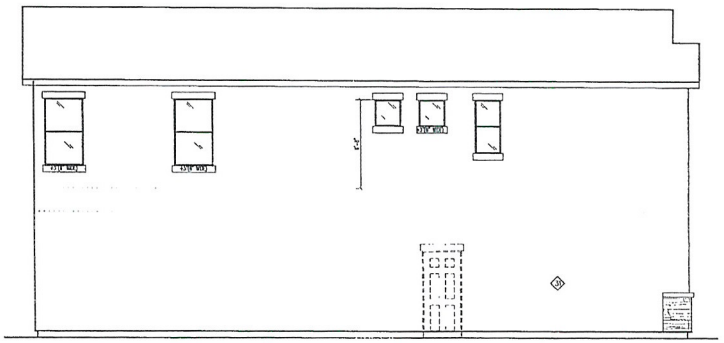

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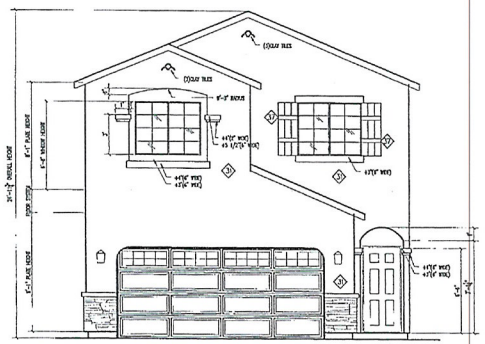

(1) FRONT ELEVATION 'C'
SCALE: 1/4" = 1'-0"

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1935 PLAN
D.R. HORTON HOMES

REVISION	DATE	NOTES

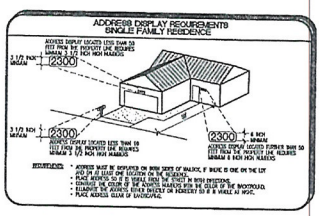
JOB NO.: 1135
FILE NAME: 1935A042
DATE: 2-1-12
UPDATE:

ELEVATIONS

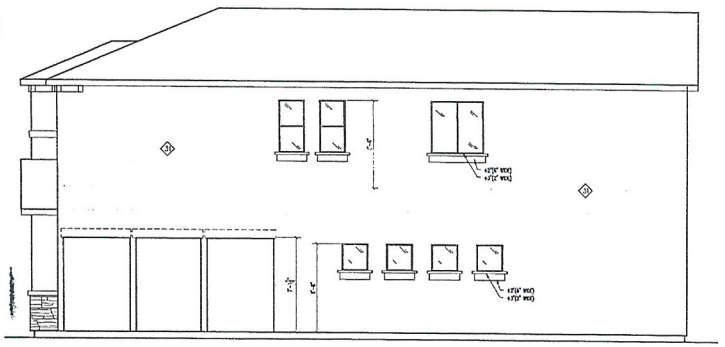
A042

MOD-47016
SDR-47017

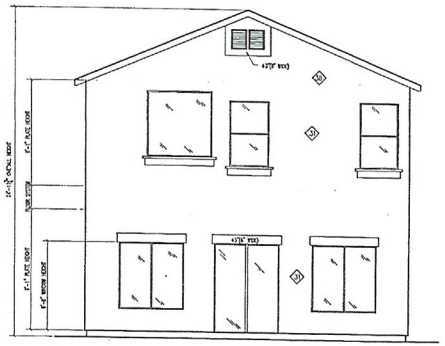
RECEIVED
SEP 2 7 2012



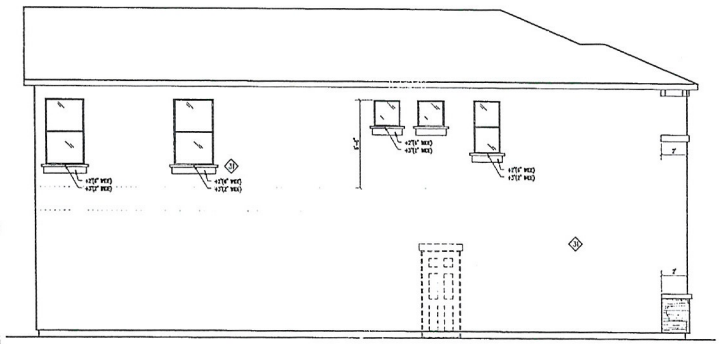
GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'



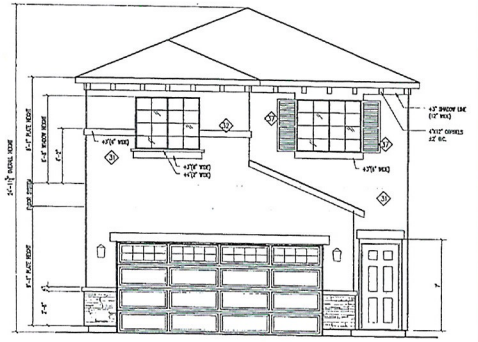
(4) RIGHT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(3) REAR ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(2) LEFT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(1) FRONT ELEVATION 'D'
SCALE: 1/4" = 1'-0"

KEYNOTES:

1. EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
2. 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT OR FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.
3. CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR.
4. 12" O/HANG AT PUBLIC WAY.
5. PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
6. COILING LINE.
7. ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING SHOP.

NOTES:

1. PRAIRIE GIRTS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS TYPICAL
3. DETAILS ❶ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT APE NOT REFERENCE, THEY ARE DETAILS 5 TO 15, 17, & 19 ON SHEET A0302
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. SEE A040 FOR NOTES AND DETAILS NOT SHOWN.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL AND LOCATION
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

DOOR U VALUES:

LOCATION:
FRONT ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
GARAGE ENTRY DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .33
FRENCH DOOR:
MANUFACTURE: THERMA TRU
NFRC-U FACTOR: .40

WINDOW U VALUES:

TYPE:
SLIDER:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 165 S.F.
FIXED:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .49
SOLAR HEAT GAIN COEFFICIENT (SHGC) .22
WINDOW AREA (INCLUDING FRAMES): 102 S.F.
SINGLE HUNG:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .34
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 6 S.F.
SKYLIGHT:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .45
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .35
WINDOW AREA (INCLUDING FRAMES): 0
GLASS BLOCK:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .55
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .40
WINDOW AREA (INCLUDING FRAMES): 1.5 S.F.
PATIO DOOR:
MANUFACTURE: SOLAR INDUSTRIES
U-FACTOR: .32
AIR LEAKAGE RATE: .21 CFM/FT2
VISUAL LIGHT TANSMITTANCE RATE: .44
SOLAR HEAT GAIN COEFFICIENT (SHGC) .23
WINDOW AREA (INCLUDING FRAMES): 40 S.F.

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1935 PLAN
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RESIDENTIAL DESIGNER
LAS VEGAS, NEVADA 89123

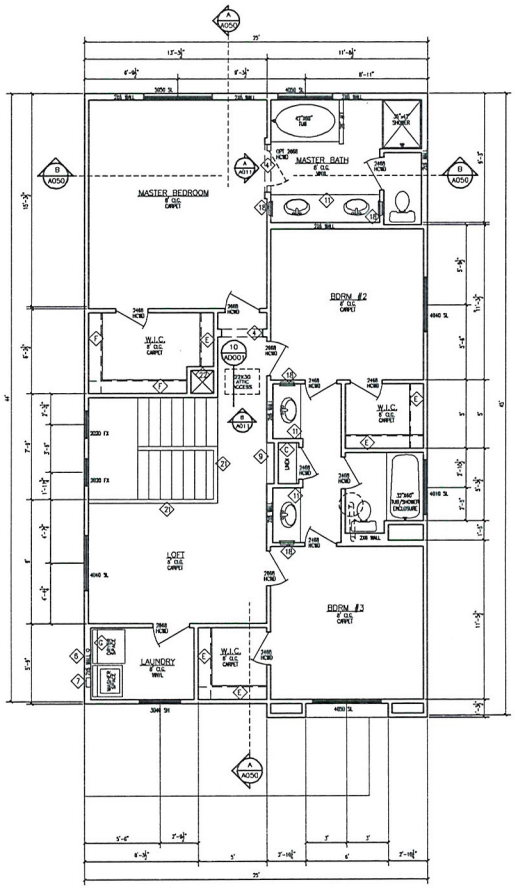
REVISION	DATE	NOTES

ELEVATION
2270 CAMERO AVENUE

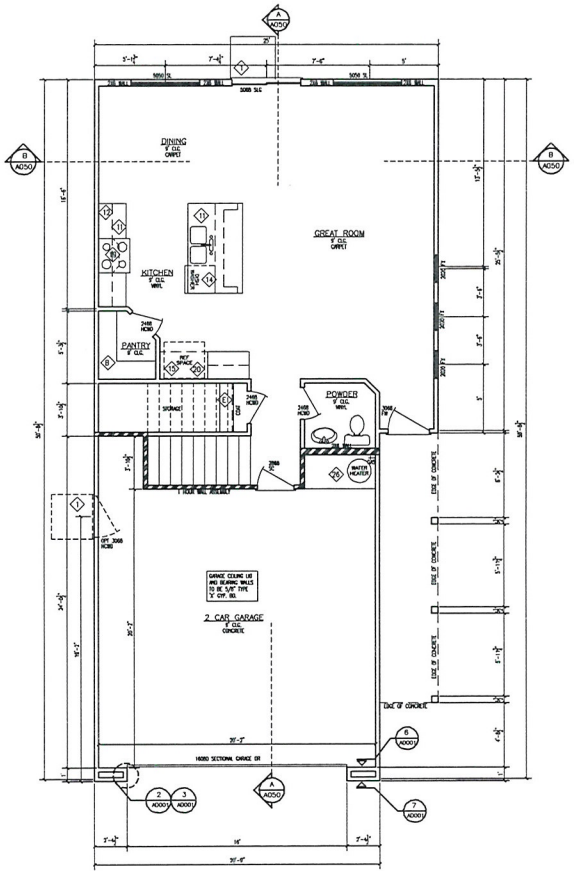
JOB NO.: 1135
FILE NAME: 1935A043
DATE: 2-1-12
UPDATE:

A043

RECEIVED
SEP 27 2012
MOD-47016
SDR-47017



(1) SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



(1) FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. MIN. 36" WIDE X MIN. 36" DEEP X 4" THICK CONCRETE LANDING. STOOP WIDTH SHALL NOT BE LESS THAN THE DOOR SERVED.
2. THIS WALL RATED 1-HOUR LESS THAN 5'-0" OF THE PROPERTY LINE THAT IS BETWEEN BUILDINGS. USE 1-HOUR FIRE RATED WALL ASSEMBLY SEE 1/A0001.
3. CARPET STRIP.
4. ARCH. SEE INTERIOR ELEVATIONS
5. TILE, SEE SPEC. SHEET.
6. DRYER EXHAUST VENT, SEE MECHANICAL DRAWINGS.
7. RECESSED WATER VALVE BOX, VERIFY WITH PLUMBING DWGS.
8. OPTIONAL FIREPLACE
9. NICHE - 36" A.F.F
10. TEMPERED GLASS SHOWER DOOR
11. BASE CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
12. WALL MOUNTED UPPER CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
13. SOFT WATER LOOP LOCATION
14. UNDER COUNTER DISHWASHER.
15. REFRIGERATOR/FREEZER LOCATION.
16. RECESSED ICE MAKER BOX WITH VALVE.
17. CENTER WINDOW ON EXTERIOR WALL
18. MEDICINE CABINET
19. OVEN HOOD VENTED TO THE EXTERIOR
20. 24" DEEP CABINET ABOVE REF.
21. 36" HIGH, LOW WALL OR W.I. RAILING
22. A/C CHASE LOCATION
23. SHOWER PAN AND SURROUND.
24. 2'-6" STONE W/6 FOAM TRIM OR 36" FOAM. SEE EXTERIOR ELEVATION.
25. STONE VENEER OR FOAM SEE EXTERIOR ELEVATION.
26. 3/4" PLYWOOD AT WATER HEATER PLATFORM

GENERAL NOTES:

1. THE GARAGE WALLS & CEILING SHALL BE 5/8" TYPE 'X' GYPSUM BOARD, ALL OTHER CEILINGS SHALL BE 5/8" GYP.BD. D.R. HORTON CAN USE 1/2" MIN. GYP. BD. ON WALLS THAT ARE NOT RATED WALLS OR PER/D. BY CODE.

2. THE DOOR BETWEEN THE GARAGE AND THE DWELLING UNITS SHALL BE EITHER SOLID WOOD OR METAL CLAD HONEYCOMB DOORS NOT LESS THAN 1 3/8" THICK OR A 20 MIN. DOOR. DOORS SHALL BE SELF-CLOSING & SELF-LATCHING W/A TIMELY FRAME.

3. REFER TO BUILDER FOR QUANTITY AND LOCATION OF BULLNOSE DRYWALL CORNERS.

4. ALL BASE SHALL BE REVERSIBLE GRADE.

5. WHEN CERAMIC TILE, CULTURED MARBLE OR LIKE FINISHES ARE INSTALLED A BACKER BOARD OF CEMENT, FIBER CEMENT, OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH ASTM C1288, C1325 OR C1178 ARE TO BE USED IN THE TUBS TO A HEIGHT OF THE TILE IN TUB/SHOWER OR IN SHOWER FROM FLOOR TO CEILING AND ON THE CEILING TO THE EDGE OF THE TILE OR EDGE OF TUB/SHOWER, WHICHEVER IS GREATEST.

6. PENETRATIONS WILL NOT BE ALLOWED THROUGH FIRE RESTRICTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES WITHOUT APPROVED DETAILS.

7. ALL APPLIANCES AND PLUMBING FIXTURES SHALL BE SELECTED BY D.R. HORTON.

8. SEE D.R. HORTON FOR ALL CABINETRY SPECIFICATIONS.

9. AT TUBS, SHOWERS, & TUB/SHOWER COMBOS THAT ARE ABUT RATED WALLS, 5/8" TYPE 'X' GYPSUM BOARD MUST BE INSTALLED BETWEEN THE TUB, OR SHOWER, OR TUB/SHOWER COMBO AND THE RATED WALL.

10. KITCHEN COUNTER TOP @ 36", TYP. U.N.O. SEE D.R. HORTON FOR TYPE & STYLE.

11. MIRROR ABOVE ALL LAVS. TYP. U.N.O. SEE SPEC. SHEET.
12. GARAGE AND PATIO SHOULD SLOPE AWAY FROM HOUSE 2" PER FOOT

ATTIC ACCESS, CATWALK & WORKING PLATFORM:
* PROVIDE A 24" WIDE X 30" HIGH SOLID CATWALK.
* A WORKING PLATFORM AT CONTROL SIDE OF FAU 30" IN DEPTH, WIDTH & HEIGHT SHALL BE PROVIDED.
* WHERE THE HEIGHT OF THE PASSAGEWAY IS LESS THAN 6 FT. THE DISTANCE FROM THE ACCESS TO THE FAU SHALL NOT EXCEED 20 FT. MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY.

DOORS:
* FRONT ENTRY DOOR SHALL HAVE WEATHER-STRIPPING & THRESHOLD, A PEEP HOLE @ +60" AND BE PROVIDED W/A LOCKSET AND DEADBOLT.
* PROVIDE PRIVACY LOCKS AT MASTER BEDROOM & ALL BATHROOM DOORS U.N.O.
* ALL BY-PASS AND BI-FOLD DOORS SHALL BE WHITE ON WHITE U.N.O.
* ALL DOORS TO HAVE 3" JAMBS.

WINDOWS:
1. ALL WINDOWS TO BE THERMAL-PANE GLASS.
2. PROVIDE LOW 'E' WINDOW. VERIFY W/ICC CALCS. BY MECHANICAL ENGINEER.
3. ESCAPE AND RESCUE WINDOWS SHALL HAVE A MIN. SILL HEIGHT OF 44" & MIN. NET CLEAR OPENABLE AREA OF 5.7 S.F. THE MIN. NET CLEAR OPENABLE HEIGHT DIM. SHALL BE 24". THE MIN. NET CLEAR OPENABLE WIDTH DIM. SHALL BE 20". WHEN WINDOWS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A FINISHED SILL.
* EXCEPTIONS:
A. MINIMUM NET CLEAR OPENING FOR A ESCAPE AND RESCUE GRADE FLOOR OPENING SHALL BE 5 S.F.
* CONTRACTOR SHALL INSTALL TEMPERED GLAZING IN HAZARDOUS LOCATIONS:
4. GLAZING IN SWING DOORS, FIXED & SLIDING PANELS OF SLIDING DOORS & PANEL IN SLIDING & BI-FOLD CLOSET DOORS & IN STORM DOORS & UNFRAMED SWINGING DOORS.
5. GLAZING IN DOORS & ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATH TUBS & SHOWERS. GLAZING WHERE BOTTOM EXPOSED EDGE IS LESS THAN 60" ABOVE A STANDING SURFACE.
6. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL, ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.
* EXCEPTIONS:
A. PANELS WHERE THERE IS A WALL BARRIER BETWEEN THE DOOR & GLAZING.
B. WHERE DOOR IS TO A CLOSET 3'-0" DEEP OR LESS SHALL COMPLY WITH SEC. R308.4 (SEE NOTE 7 BELOW).
C. GLAZING IN WALLS PERPENDICULAR TO THE PLANE OF THE DOOR IN A CLOSED POSITION OTHER THAN THE WALL THE DOOR SWINGS TOWARD.
7. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL OTHER THAN THOSE LOCATIONS DESCRIBED ABOVE THAT MEETS ALL OF THE FOLLOWING CONDITIONS:
A. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 S.F.
B. EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR.
C. EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR.
D. ONE OR MORE WALKING SURFACES WITHIN 36" HORIZONTALLY OF THE PLANE OF THE GLAZING.

SQUARE FOOTAGE

SQUARE FOOTAGE:

FIRST FLOOR:	1412	HEATED FEET
SECOND FLOOR:	1853	HEATED FEET
GARAGE:	730	FEET
	400	FEET

NOTE: FOR SYMBOLS
SEE SHEET A010

MOD-47016
SDR-47017

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1735 PLAN
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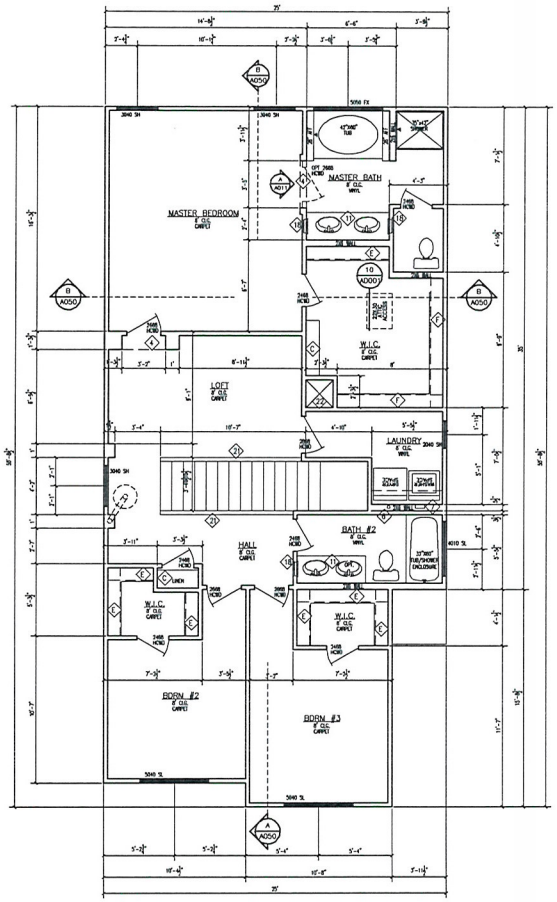
2831 E. RUSSELL ROAD SUITE G,

REVISION	DATE	NOTES

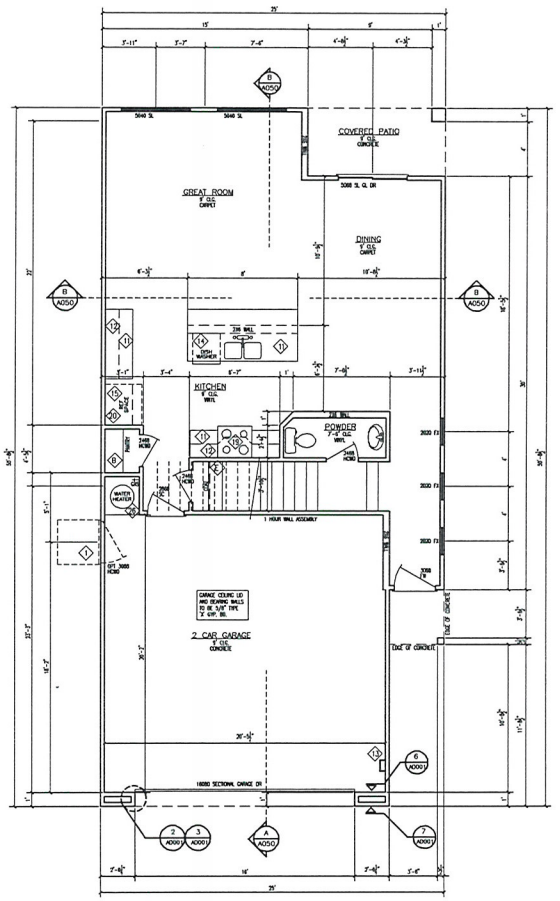
JOB NO.: 1135
FILE NAME: 1735A010
DATE: 12-21-11
UPDATE:

FLOOR PLANS

A010



(1) SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



(1) FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

NOTE: FOR SYMBOLS SEE SHEET A011

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. MIN. 36" WIDE X MIN. 36" DEEP X 4" THICK CONCRETE LANDING. STOOP WIDTH SHALL NOT BE LESS THAN THE DOOR SERVED.
2. THIS WALL RATED 1-HOUR LESS THAN 5'-0" OF THE PROPERTY LINE THAT IS BETWEEN BUILDINGS. USE 1-HOUR FIRE RATED WALL ASSEMBLY SEE 1/A0001.
3. CARPET STRIP.
4. ARCH. SEE INTERIOR ELEVATIONS
5. TILE, SEE SPEC. SHEET.
6. DRYER EXHAUST VENT, SEE MECHANICAL DRAWINGS.
7. RECESSED WATER VALVE BOX, VERIFY WITH PLUMBING DWGS.
8. OPTIONAL FIREPLACE
9. NICHE - 36" A.F.F
10. TEMPERED GLASS SHOWER DOOR
11. BASE CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
12. WALL MOUNTED UPPER CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
13. SOFT WATER LOOP LOCATION
14. UNDER COUNTER DISHWASHER.
15. REFRIGERATOR/FREEZER LOCATION.
16. RECESSED ICE MAKER BOX WITH VALVE.
17. CENTER WINDOW ON EXTERIOR WALL
18. MEDICINE CABINET
19. OVEN HOOD VENTED TO THE EXTERIOR
20. 24" DEEP CABINET ABOVE REF.
21. 36" HIGH, LOW WALL OR W.I. RAILING
22. A/C CHASE LOCATION
23. SHOWER PAN AND SURROUND.
24. 2'-0" STONE W/8 FOAM TRIM OR 36" FOAM. SEE EXTERIOR ELEVATION.
25. STONE VENEER OR FOAM SEE EXTERIOR ELEVATION.
26. 3/4" PLYWOOD AT WATER HEATER PLATFORM

GENERAL NOTES:

1. THE GARAGE WALLS & CEILING SHALL BE 5/8" TYPE 'X' GYPSUM BOARD, ALL OTHER CEILINGS SHALL BE 5/8" GYP.BD. D.R. HORTON CAN USE 1/2" MIN. GYP. BD. ON WALLS THAT ARE NOT RATED WALLS OR REQ'D. BY CODE.

2. THE DOOR BETWEEN THE GARAGE AND THE DWELLING UNITS SHALL BE EITHER SOLID WOOD OR METAL CLAD HONEYCOMB DOORS NOT LESS THAN 1 3/8" THICK OR A 20 MIN. DOOR. DOORS SHALL BE SELF-CLOSING & SELF-LATCHING W/A TIMELY FRAME.

3. REFER TO BUILDER FOR QUANTITY AND LOCATION OF BULLNOSE DRYWALL CORNER'S.

4. ALL BASE SHALL BE REVERSIBLE GRADE.

5. WHEN CERAMIC TILE, CULTURED MARBLE OR LIKE FINISHES ARE INSTALLED A BACKER BOARD OF CEMENT, FIBER CEMENT, OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH ASTM C1288, C1325 OR C1178 ARE TO BE USED IN THE TUBS TO A HEIGHT OF THE TILE IN TUB/SHOWER OR IN SHOWER FROM FLOOR TO CEILING AND ON THE CEILING TO THE EDGE OF THE TILE OR EDGE OF TUB/SHOWER, WHICHEVER IS GREATEST.

6. PENETRATIONS WILL NOT BE ALLOWED THROUGH FIRE RESTRICTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES WITHOUT APPROVED DETAILS.

7. ALL APPLIANCES AND PLUMBING FIXTURES SHALL BE SELECTED BY D.R. HORTON.

8. SEE D.R. HORTON FOR ALL CABINETRY SPECIFICATIONS.

9. AT TUBS, SHOWERS, & TUB/SHOWER COMBOS THAT ARE ABUT RATED WALLS, 5/8" TYPE 'X' GYPSUM BOARD MUST BE INSTALLED BETWEEN THE TUB, OR SHOWER, OR TUB/SHOWER COMBO AND THE RATED WALL.

10. KITCHEN COUNTER TOP @ 36", TYP. U.N.O. SEE D.R. HORTON FOR TYPE & STYLE.

11. MIRROR ABOVE ALL LAV'S. TYP. U.N.O. SEE SPEC. SHEET.
12. GARAGE AND PATIO SHOULD SLOPE AWAY FROM HOUSE 1" PER FOOT

ATTIC ACCESS, CATWALK & WORKING PLATFORM:
* PROVIDE A 24" WIDE X 30" HIGH SOLID CATWALK.
* A WORKING PLATFORM AT CONTROL SIDE OF FAU. 30" IN DEPTH, WIDTH & HEIGHT SHALL BE PROVIDED.
* WHERE THE HEIGHT OF THE PASSAGEWAY IS LESS THAN 6 FT. THE DISTANCE FROM THE ACCESS TO THE FAU. SHALL NOT EXCEED 20 FT. MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY.

DOORS:
* FRONT ENTRY DOOR SHALL HAVE WEATHER-STRIPPING & THRESHOLD, A PEEP HOLE @ +60" AND BE PROVIDED W/A LOCKSET AND DEADBOLT.
* PROVIDE PRIVACY LOCKS AT MASTER BEDROOM & ALL BATHROOM DOORS U.N.O.
* ALL BY-PASS AND BI-FOLD DOORS SHALL BE WHITE ON WHITE U.N.O.
* ALL DOORS TO HAVE 3" JAMBS.

WINDOWS:
1. ALL WINDOWS TO BE THERMAL-PANE GLASS.
2. PROVIDE LOW 'E' WINDOW, VERIFY W/ECC CALCS. BY MECHANICAL ENGINEER.
3. ESCAPE AND RESCUE WINDOWS SHALL HAVE A MIN. SILL HEIGHT OF 44" & MIN. NET CLEAR OPENABLE AREA OF 5.7 S.F. THE MIN. NET CLEAR OPENABLE HEIGHT DIM. SHALL BE 24". THE MIN. NET CLEAR OPENABLE WIDTH DIM. SHALL BE 20". WHEN WINDOWS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A FINISHED SILL.
* EXCEPTIONS:
A. MINIMUM NET CLEAR OPENING FOR A ESCAPE AND RESCUE GRADE FLOOR OPENING SHALL BE 5 S.F.
* CONTRACTOR SHALL INSTALL TEMPERED GLAZING IN HAZARDOUS LOCATIONS:
4. GLAZING IN SWING DOORS, FIXED & SLIDING PANELS OF SLIDING DOORS & PANEL IN SLIDING & BI-FOLD CLOSET DOORS & IN STORM DOORS & UNFRAMED SWINGING DOORS.
5. GLAZING IN DOORS & ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATH TUBS & SHOWERS. GLAZING WHERE BOTTOM EXPOSED EDGE IS LESS THAN 60" ABOVE A STANDING SURFACE.
6. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.
* EXCEPTIONS:
A. PANELS WHERE THERE IS A WALL BARRIER BETWEEN THE DOOR & GLAZING.
B. WHERE DOOR IS TO A CLOSET 3'-0" DEEP OR LESS SHALL COMPLY WITH SEC. R308.4 (SEE NOTE 7 BELOW).
C. GLAZING IN WALLS PERPENDICULAR TO THE PLANE OF THE DOOR IN A CLOSED POSITION OTHER THAN THE WALL THE DOOR SWINGS TOWARD.
7. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL OTHER THAN THOSE LOCATIONS DESCRIBED ABOVE THAT MEETS ALL OF THE FOLLOWING CONDITIONS:
A. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 S.F.
B. EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR.
C. EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR.
D. ONE OR MORE WALKING SURFACES WITHIN 36" HORIZONTALLY OF THE PLANE OF THE GLAZING.

SQUARE FOOTAGE

SQUARE FOOTAGE:

FIRST FLOOR:	742	SQUARE FEET
SECOND FLOOR:	1193	SQUARE FEET
TOTAL LIVING AREA:	1835	SQUARE FEET
GARAGE:	430	SQUARE FEET

MOD-47016
SDR-47017

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1835 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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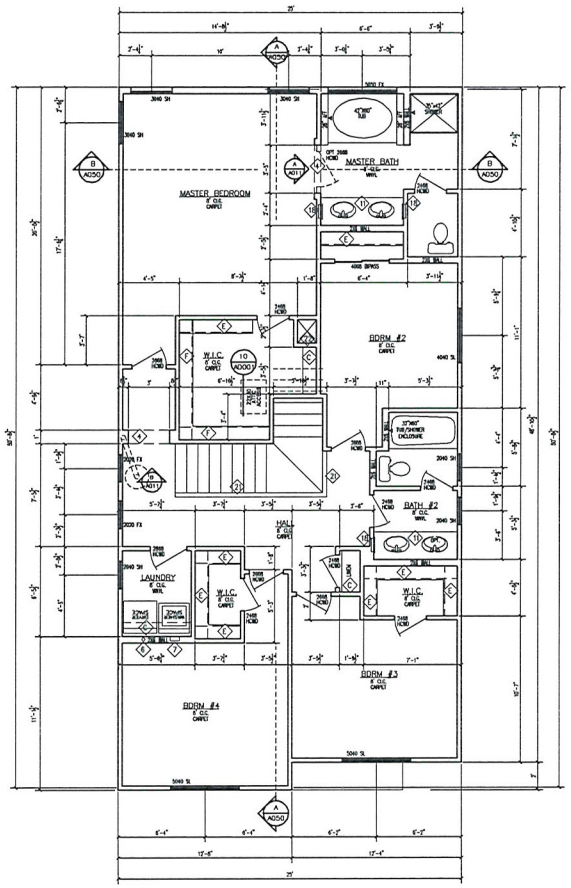
LAS VEGAS, NEVADA 89120
2851 E. RUSSELL ROAD SUITE G.

REVISION	DATE	NOTES

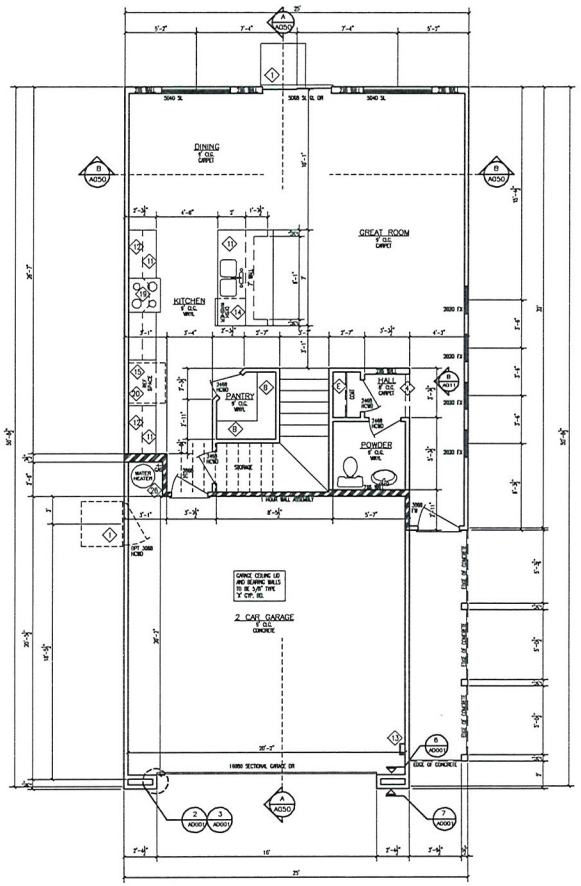
FLOOR PLANS

JOB NO.: 1135
FILE NAME: 1835A010
DATE: 12-21-11
UPDATE:

A010



(1) SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



(1) FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

NOTE: FOR SYMBOLS SEE SHEET A011

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. MIN. 36" WIDE X MIN. 36" DEEP X 4" THICK CONCRETE LANDING. STOOP WIDTH SHALL NOT BE LESS THAN THE DOOR SERVED.
2. THIS WALL RATED 1-HOUR LESS THAN 5'-0" OF THE PROPERTY LINE THAT IS BETWEEN BUILDINGS. USE 1-HOUR FIRE RATED WALL ASSEMBLY SEE 1/A0001.
3. CARPET STRIP.
4. ARCH. SEE INTERIOR ELEVATIONS
5. TILE, SEE SPEC. SHEET.
6. DRYER EXHAUST VENT, SEE MECHANICAL DRAWINGS.
7. RECESSED WATER VALVE BOX, VERIFY WITH PLUMBING DWGS.
8. OPTIONAL FIREPLACE
9. NICHE - 36" A.F.F.
10. TEMPERED GLASS SHOWER DOOR
11. BASE CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
12. WALL MOUNTED UPPER CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
13. SOFT WATER LOOP LOCATION
14. UNDER COUNTER DISHWASHER.
15. REFRIGERATOR/FREEZER LOCATION.
16. RECESSED ICE MAKER BOX WITH VALVE.
17. CENTER WINDOW ON EXTERIOR WALL
18. MEDICINE CABINET
19. OVEN HOOD VENTED TO THE EXTERIOR
20. 24" DEEP CABINET ABOVE REF.
21. 36" HIGH, LOW WALL OR WI. RAILING
22. A/C CHASE LOCATION
23. SHOWER PAN AND SURROUND.
24. 2"-6" STONE W/8 FOAM TRIM OR 36" FOAM. SEE EXTERIOR ELEVATION.
25. STONE VENEER OR FOAM SEE EXTERIOR ELEVATION.
26. 3/4" PLYWOOD AT WATER HEATER PLATFORM

GENERAL NOTES:

1. THE GARAGE WALLS & CEILING SHALL BE 5/8" TYPE 'X' GYPSUM BOARD, ALL OTHER CEILINGS SHALL BE 5/8" GYP.BD. D.R. HORTON CAN USE 1/2" MIN. GYP. BD. ON WALLS THAT ARE NOT RATED WALLS OR RECD. BY CODE.

2. THE DOOR BETWEEN THE GARAGE AND THE DWELLING UNITS SHALL BE EITHER SOLID WOOD OR METAL CLAD HONEYCOMB DOORS NOT LESS THAN 1 3/8" THICK OR A 20 MIN. DOOR. DOORS SHALL BE SELF-CLOSING & SELF-LATCHING W/A TIMELY FRAME.

3. REFER TO BUILDER FOR QUANTITY AND LOCATION OF BULLNOSE DRYWALL CORNERS.

4. ALL BASE SHALL BE REVERSIBLE GRADE.

5. WHEN CERAMIC TILE, CULTURED MARBLE OR LIKE FINISHES ARE INSTALLED A BACKER BOARD OF CEMENT, FIBER CEMENT, OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH ASTM C1288, C1325 OR C1178 ARE TO BE USED IN THE TUBS TO A HEIGHT OF THE TILE IN TUB/SHOWER OR IN SHOWER FROM FLOOR TO CEILING AND ON THE CEILING TO THE EDGE OF THE TILE OR EDGE OF TUB/SHOWER, WHICHEVER IS GREATEST.

6. PENETRATIONS WILL NOT BE ALLOWED THROUGH FIRE RESTRICTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES WITHOUT APPROVED DETAILS.

7. ALL APPLIANCES AND PLUMBING FIXTURES SHALL BE SELECTED BY D.R. HORTON.

8. SEE D.R. HORTON FOR ALL CABINETRY SPECIFICATIONS.

9. AT TUBS, SHOWERS, & TUB/SHOWER COMBOS THAT ARE ABUT RATED WALLS, 5/8" TYPE 'X' GYPSUM BOARD MUST BE INSTALLED BETWEEN THE TUB, OR SHOWER, OR TUB/SHOWER COMBO AND THE RATED WALL.

10. KITCHEN COUNTER TOP @ 36", TYP. U.N.O. SEE D.R. HORTON FOR TYPE & STYLE.

11. MIRROR ABOVE ALL LAV'S. TYP. U.N.O. SEE SPEC. SHEET.
12. GARAGE AND PATIO SHOULD SLOPE AWAY FROM HOUSE ¼" PER FOOT

ATTIC ACCESS, CATWALK & WORKING PLATFORM:
* PROVIDE A 24" WIDE X 30" HIGH SOLID CATWALK.
* A WORKING PLATFORM AT CONTROL SIDE OF FAU. 30" IN DEPTH, WIDTH & HEIGHT SHALL BE PROVIDED.
* WHERE THE HEIGHT OF THE PASSAGEWAY IS LESS THAN 6 FT. THE DISTANCE FROM THE ACCESS TO THE FAU. SHALL NOT EXCEED 20 FT. MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY.

DOORS:
* FRONT ENTRY DOOR SHALL HAVE WEATHER-STRIPPING & THRESHOLD, A PEEP HOLE @ +60" AND BE PROVIDED W/A LOCKSET AND DEADBOLT.
* PROVIDE PRIVACY LOCKS AT MASTER BEDROOM & ALL BATHROOM DOORS U.N.O.
* ALL BY-PASS AND BI-FOLD DOORS SHALL BE WHITE ON WHITE U.N.O.
* ALL DOORS TO HAVE 3" JAMBS.

WINDOWS:
1. ALL WINDOWS TO BE THERMAL-PANE GLASS.
2. PROVIDE LOW 'E' WINDOW. VERIFY W/HERS CALCS. BY MECHANICAL ENGINEER.
3. ESCAPE AND RESCUE WINDOWS SHALL HAVE A MIN. SILL HEIGHT OF 44" & MIN. NET CLEAR OPENABLE AREA OF 5.7 S.F. THE MIN. NET CLEAR OPENABLE HEIGHT DIM. SHALL BE 24". THE MIN. NET CLEAR OPENABLE WIDTH DIM. SHALL BE 20". WHEN WINDOWS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A FINISHED SILL.
* EXCEPTIONS:
A. MINIMUM NET CLEAR OPENING FOR A ESCAPE AND RESCUE GRADE FLOOR OPENING SHALL BE 5 S.F.
* CONTRACTOR SHALL INSTALL TEMPERED GLAZING IN HAZARDOUS LOCATIONS:
4. GLAZING IN SWING DOORS, FIXED & SLIDING PANELS OF SLIDING DOORS & PANEL IN SLIDING & BI-FOLD CLOSET DOORS & IN STORM DOORS & UNFRAMED SWINGING DOORS.
5. GLAZING IN DOORS & ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATH TUBS & SHOWERS. GLAZING WHERE BOTTOM EXPOSED EDGE IS LESS THAN 60" ABOVE A STANDING SURFACE.
6. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.
* EXCEPTIONS:
A. PANELS WHERE THERE IS A WALL BARRIER BETWEEN THE DOOR & GLAZING.
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C. GLAZING IN WALLS PERPENDICULAR TO THE PLANE OF THE DOOR IN A CLOSED POSITION OTHER THAN THE WALL THE DOOR SWINGS TOWARD.
7. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL OTHER THAN THOSE LOCATIONS DESCRIBED ABOVE THAT MEETS ALL OF THE FOLLOWING CONDITIONS:
A. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 S.F.
B. EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR.
C. EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR.
D. ONE OR MORE WALKING SURFACES WITHIN 36" HORIZONTALLY OF THE PLANE OF THE GLAZING.

SQUARE FOOTAGE

SQUARE FOOTAGE:

FIRST FLOOR:	742	SQUARE FEET
SECOND FLOOR:	1193	SQUARE FEET
TOTAL LIVING AREA:	1935	SQUARE FEET
GARAGE:	430	SQUARE FEET

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SDR-47017

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1935 PLAN
D.R. HORTON HOMES
LARRY TINDALL
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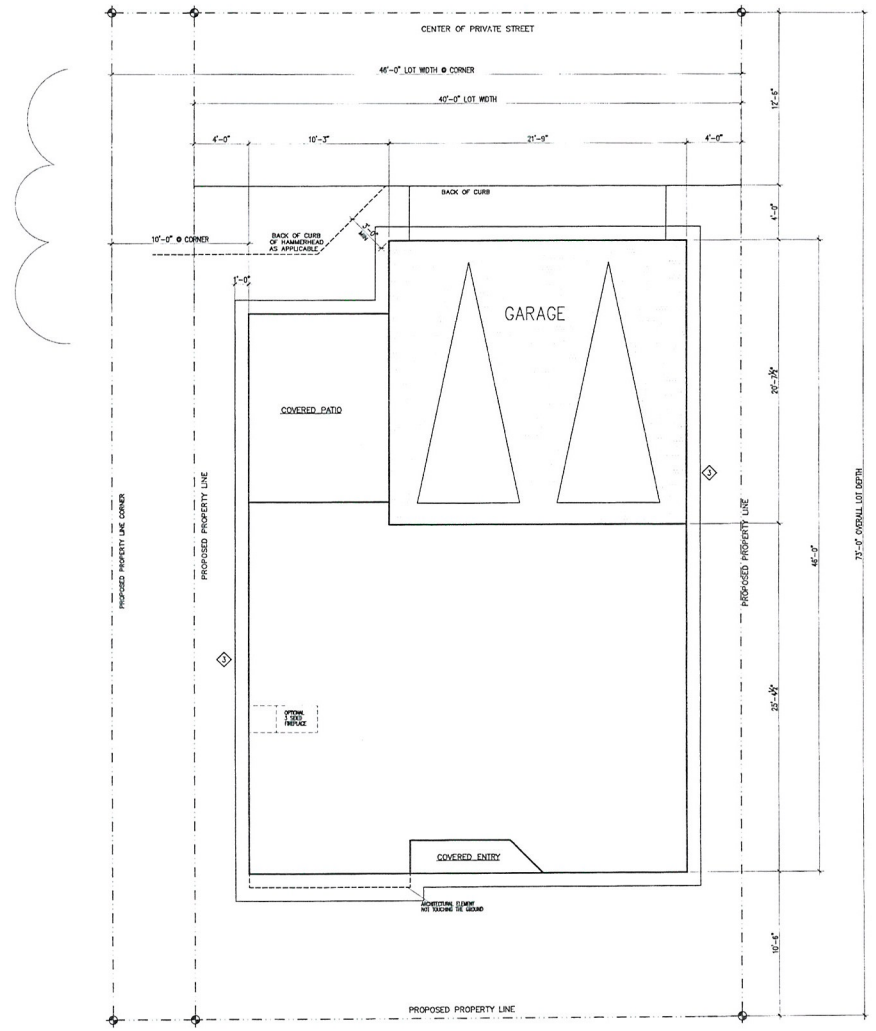
REVISION	DATE	NOTES

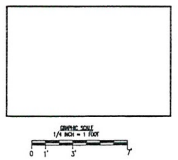
FLOOR PLANS

JOB NO.: 1135
FILE NAME: 1935A010
DATE: 12-21-11
UPDATE:

A010



(1) FOOTPRINT – 2135 PLAN
SCALE: 1/4" = 1'-0"



LARRY TINDALL
RESIDENTIAL DESIGNER
FAX (702) 896-8952

53-4381
~~53-4382~~

DEPARTMENT USE ONLY:
Standard Plan No. _____
Zoning: RNHC Apprv. Date: 2/20/13
Pln. Chk: DEE Apprv. Date: 2-20-13
Y3-1487

NOTES:
1. CORNER ALWAYS LOCATED ON THE NON GARAGE SIDE
2. ONLY ONE GAS FIREPLACE ALLOWED PER ROOM
3. THIS WALL RATED 1-HOUR WHEN FOUNDATION IS LESS THAN 5'-0" TO THE PROPERTY LINE THAT IS BETWEEN BUILDINGS. USE 1-HOUR RATED WALL ASSEMBLY, SEE 1/A001.

STANDARD 2135 PLAN FOOTPRINT:

Developer Name:	D.R. Horton Homes
Model Number:	2135 Plan
Building Height:	~~27'-5-1/2"~~ 27'-5¼"
No. of Optional Fireplaces:	(1)
Residence sq ft:	2135
2 Car Garage sq ft:	448
Total Building:	2583
Covered Entry sq ft:	30
Covered Patio sq ft:	129

Min. Interior:
WIDTH: 40'
DEPTH: 73'

Min. Corner:
WIDTH: 46'
DEPTH: 73'

Min. Setbacks:
FRONT: 10.5 FT. MIN. TO PROPERTY
SIDE: 4 FT. MIN.
CORNER: 10 FT. MIN.
REAR: 4 FT. MIN.
HAMMERHEAD: 3 FT. MIN.
Or as per approved Variance

REVISION	DATE	NOTES
1	5-14-12	PLANS CORRECTION #1

2135 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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OFFICE (702) 567-5597
LAS VEGAS, NEVADA 89123
2270 CAMERO AVE.
ELECTRICAL PLAN
1128
1-20-12
FP001

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MOD-47016
SDR-47017

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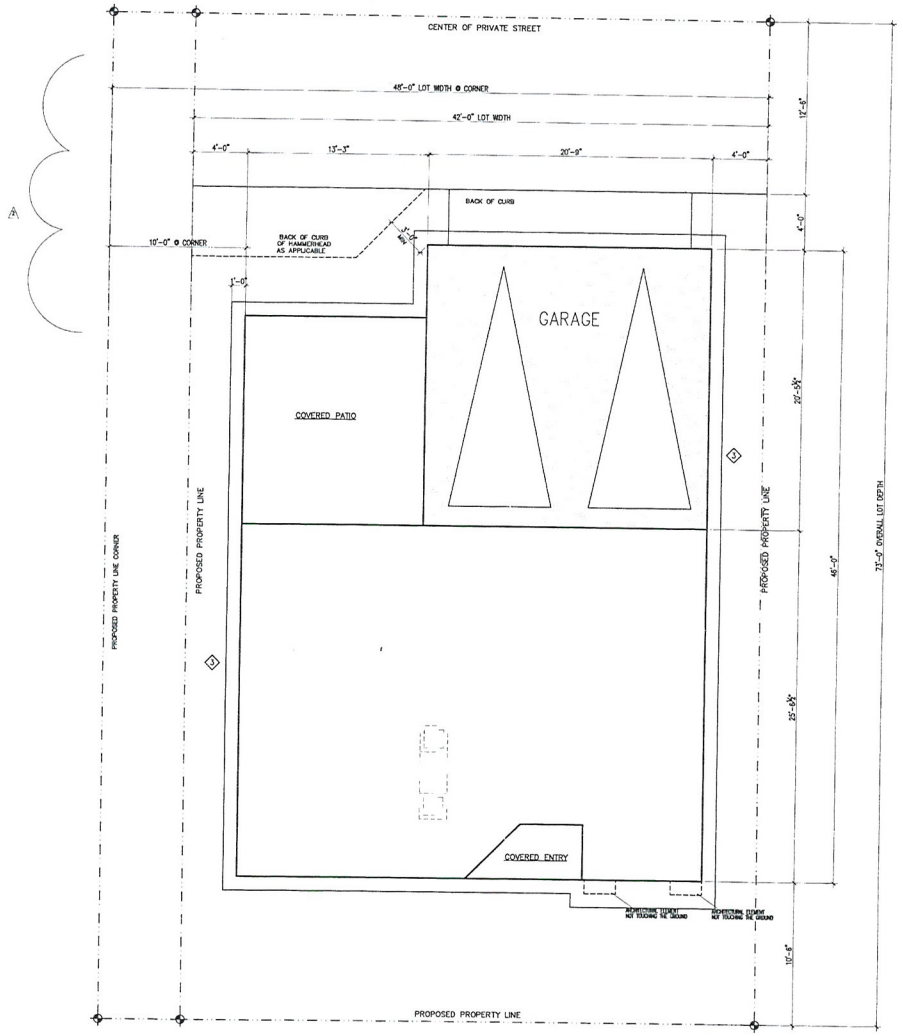
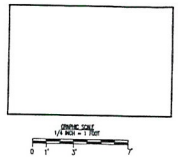
SEP 27 2012



(1) FOOTPRINT – 2235 PLAN
SCALE: 1/4" = 1'-0"



LARRY TINDALL
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FAX (702) 896-8352

53-4382

DEPARTMENT USE ONLY:
Standard Plan No.
Zoning: C-V/C Apprv. Date: 2/27/13
Pln. Chkr. Apprv. Date:

43-1487

NOTES:
1. CORNER ALWAYS LOCATED ON THE NON GARAGE SIDE
2. ONLY ONE GAS FIREPLACE ALLOWED PER ROOM
3. THIS WALL RATED 1-HOUR WHEN FOUNDATION IS LESS THAN 5'-0" TO THE PROPERTY LINE THAT IS BETWEEN BUILDINGS. USE 1-HOUR RATED WALL ASSEMBLY, SEE 1/A001.

STANDARD 2235 PLAN FOOTPRINT:

Developer Name:	D.R. Horton Homes
Model Number:	2235 Plan
Building Height:	27'-10 1/4"
No. of Optional Fireplaces:	(1)
Residence sq ft:	2235
2 Car Garage sq ft:	430
Total Building:	2665
Covered Entry sq ft:	30
Covered Patio sq ft:	200

Min. Interior: WIDTH: 42' DEPTH: 73'
Min. Corner: WIDTH: 48' DEPTH: 73'
Min. Setbacks: FRONT: 10.5 FT. MIN. TO PROPERTY; SIDE: 4 FT. MIN.; CORNER: 10 FT. MIN.; REAR: 4 FT. MIN.; HAMMERHEAD: 3 FT. MIN.
Garage @ Hammerhead 4 yr. Allo.

REVISION	DATE	NOTES
A	2-14-12	ZONING CORRECTION #1

2235 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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LAS VEGAS, NEVADA 89123
2370 CAMERO AVE.

ELECTRICAL PLAN
1128
1-20-12
FP002

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MOD-47016
SDR-47017

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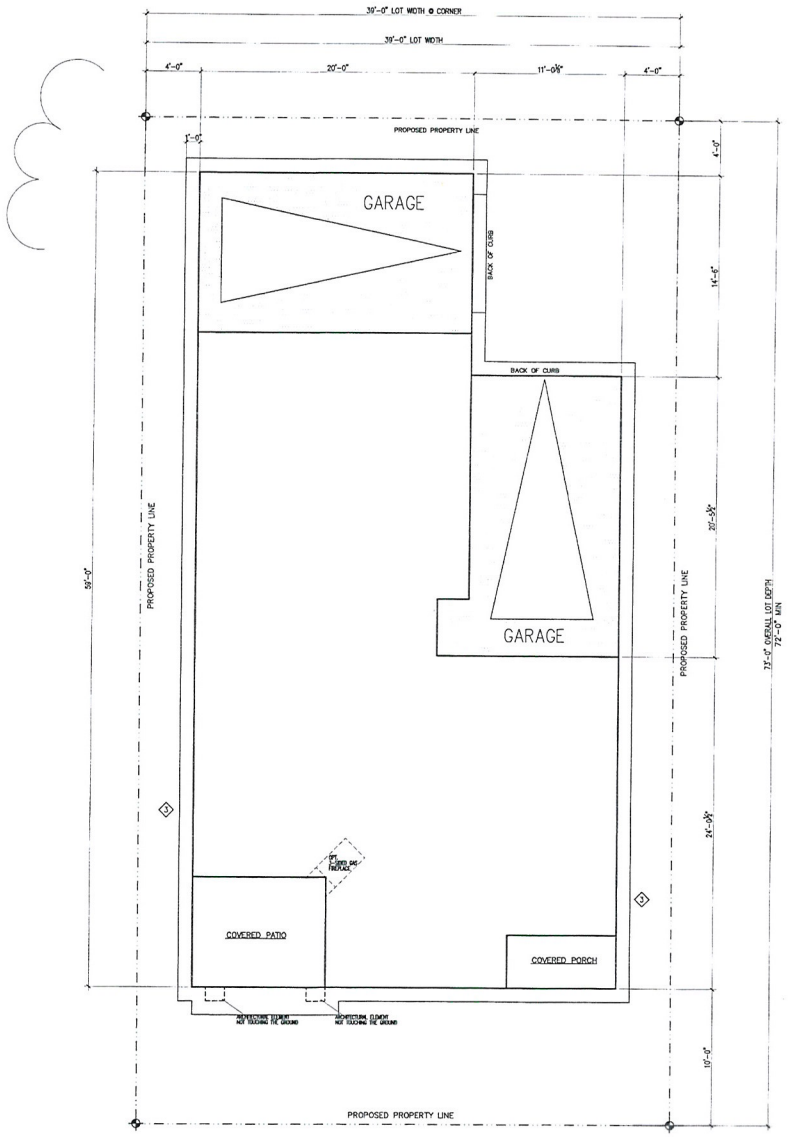
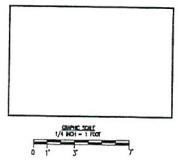


(1) FOOTPRINT – 2435 PLAN
SCALE: 1/4" = 1'-0"



LARRY TINDALL
RESIDENTIAL DESIGNER
FAX (702) 869-8952

534383

DEPARTMENT USE ONLY:
Standard Plan No. _____
Zoning ____ Apprv. Date: 2/22/13
Pln. Chk. DE Apprv. Date: 3-6-12

JB1487

NOTES:
1. CORNER ALWAYS LOCATED ON THE NON GARAGE SIDE
2. ONLY ONE GAS FIREPLACE ALLOWED PER ROOM
3. THIS WALL RATED 1-HOUR WHEN FOUNDATION IS LESS THAN 5'-0" TO THE PROPERTY LINE THAT IS BETWEEN BUILDINGS. USE 1-HOUR RATED WALL ASSEMBLY, SEE 1/A0001.

STANDARD 2435 PLAN FOOTPRINT:

Developer Name:	D.R. Horton Homes
Model Number:	2435
Building Height:	27'-2 3/4"
No. of Optional Fireplaces:	(1)
Residence sq ft:	2435
1 Car Garage sq ft:	229
1 Car Garage sq ft:	225
Total Building:	2889
Covered Entry sq ft:	31
Covered Patio sq ft:	78

Min. Interior:
WIDTH: 39'
DEPTH: 73'

Min. Setbacks:
FRONT: 10 FT. MIN. TO PROPERTY
SIDE: 4 FT. MIN.
CORNER: NOT TO BE ON CORNER
REAR: 4 FT. MIN.
Garage @ Front vertical: 4FT MIN.

2435 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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OFFICE (702) 897-8697

REVISION	DATE	NOTES
1	3-14-12	ZONING CORRECTION #1

LAS VEGAS, NEVADA 89129
2270 CAMERO AVE.
ELECTRICAL PLAN
1128
1-20-12
FP003

SCANNED

MOD-47016
SDR-47017

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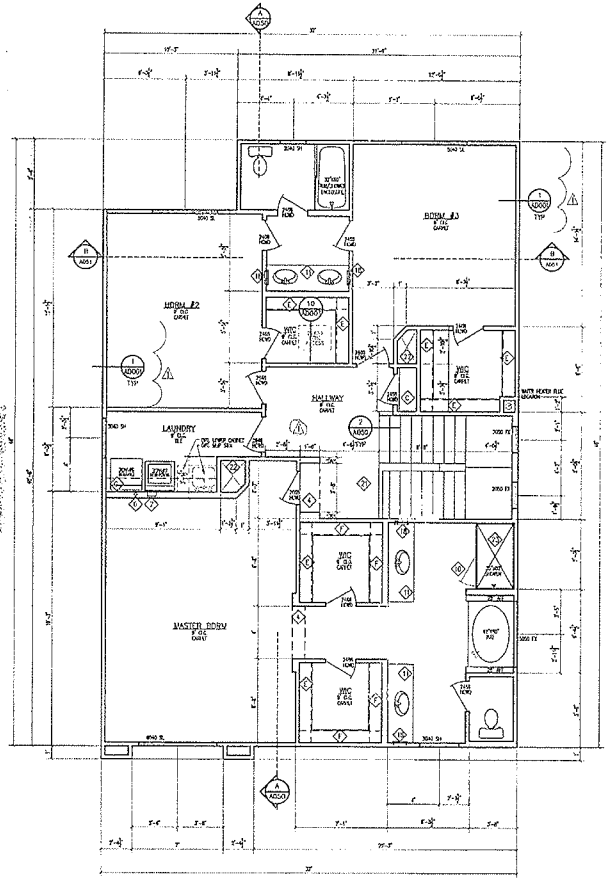
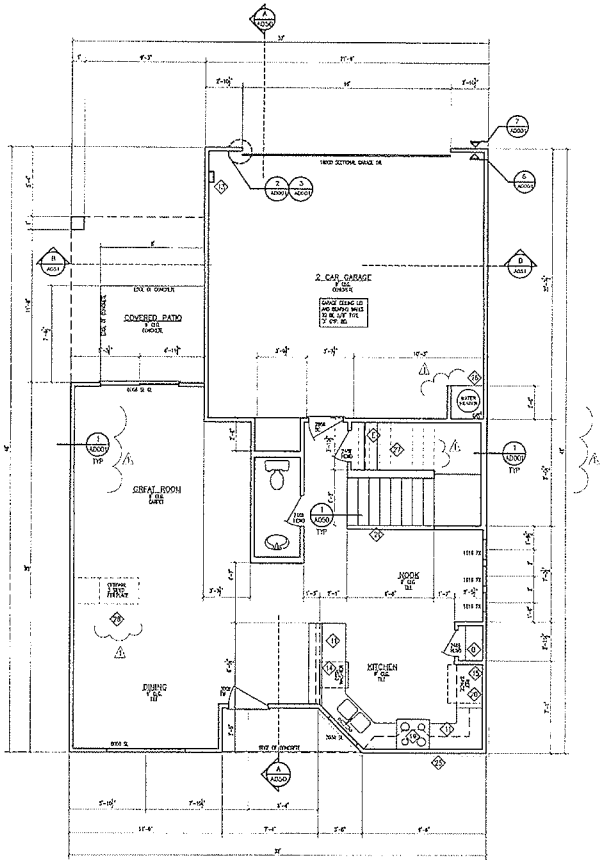
SEP 2 7 2012



(1) SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



(1) FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

NOTE: FOR SYMBOLS SEE SHEET A011

SQUARE FOOTAGE

SQUARE FOOTAGE:		
FIRST FLOOR:	900	SQUARE FEET
SECOND FLOOR:	1335	SQUARE FEET
TOTAL LIVING AREA:	2235	SQUARE FEET
GARAGE:	448	SQUARE FEET

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. MIN. 36" WIDE X MIN. 36" DEEP X 4" THICK CONCRETE LANDING. STOOP WIDTH SHALL NOT BE LESS THAN DOOR SERVED
2. THIS WALL RATED 1-HOUR LESS THAN 5'-0" OF THE PROPERTY LINE THAT IS BETWEEN BUILDINGS. USE 1-HOUR FIRE RATED WALL ASSEMBLY SEE 1/A0001
3. CARPET STRIP.
4. ARCH. SEE INTERIOR ELEVATIONS
5. TILE, SEE SPEC. SHEET.
6. DRYER EXHAUST VENT, SEE MECHANICAL DRAWINGS.
7. RECESSED WATER VALVE BOX, VERIFY WITH PLUMBING DWGS.
8. OPTIONAL FIREPLACE
9. NICHE - 30" A.F.F.
10. TEMPERED GLASS SHOWER DOOR
11. BASE CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
12. WALL MOUNTED UPPER CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
13. SOFT WATER LOOP LOCATION
14. UNDER COUNTER DISHWASHER.
15. REFRIGERATOR/FREEZER LOCATION.
16. RECESSED ICE MAKER BOX WITH VALVE.
17. CENTER MUNTIN ON EXTERIOR WALL
18. MEDICINE CABINET
19. OVEN HOOD VENTED TO THE EXTERIOR
20. 24" DEEP CABINET ABOVE REF.
21. 30" HIGH, LOW WALL OR WAINSCOTING
22. A/C CHASE LOCATION
23. SHOWER PAN AND SURROUND.
24. 2"-8" STONE W/6 FOAM TRIM OR 30" FOAM - SEE EXTERIOR ELEVATION.
25. STONE VENEER OR FOAM SEE EXTERIOR ELEVATION
26. 3/4" PLYWOOD AT WATER HEATER PLATFORM @ 12" A.F.F. M.M.
27. PROVIDE 1/2" ROCK LADDER STAIR
28. FIREPLACE SHALL BE EPST AND APPROVED

GENERAL NOTES:

1. THE GARAGE WALLS & CEILING SHALL BE 5/8" TYPE 'X' GYPSUM BOARD. ALL OPPOSITE COVINGS SHALL BE 5/8" COVING. D.R. HORTON CAN USE 1/2" MIN. DFP, TCO OR WALLS THAT ARE NOT RATED WALLS OR NEEDS BY CODE.

2. THE DOOR BETWEEN THE GARAGE AND THE ENCLOSING LIVING SPACE SHALL BE EITHER SOLID WOOD OR METAL CLAD WOOD DOORS NOT LESS THAN 1 3/8" THICK OR A 20 MIN. RATED DOOR. DOORS SHALL BE SELF-CLOSING & SELF-LATCHING W/A TIGHT FRAME.

3. REFER TO BUILDER FOR QUANTITY AND LOCATION OF BUILT-IN CABINETS AND CLOSETS.

4. ALL BASE SHALL BE REVOCTABLE GRADE.

5. WHEN CERAMIC TILE, CULTURED MARBLE OR LIKE FINISHES ARE INSTALLED A BACKER BOARD OF CEMENT, FIBER CEMENT, OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH ASTM C1178, C1288 OR C1325 ARE TO BE USED IN THE TUBS TO A HEIGHT OF THE TILE AT TUB/SHOWER OR IN SHOWER FROM FLOOR TO CEILING AND ON THE CEILING TO THE EDGE OF THE TILE OR EDGE OF TUB/SHOWER, WHICHEVER IS GREATER

6. PENETRATIONS WILL NOT BE ALLOWED THROUGH FIRE RESISTIVE WALLS, FLOOR/CEILINGS AND ROOF/CEILING ASSEMBLIES WITHOUT APPROVED DETAILS.

7. ALL APPLIANCES AND PLUMBING FIXTURES SHALL BE SELECTED BY D.R. HORTON

8. SEE D.R. HORTON FOR ALL CABINETRY SPECIFICATIONS.

9. AT TUBS, SHOWERS, & TUB/SHOWER COMBOS THAT ARE ABUT RATED WALLS, 5/8" TYPE 'X' GYPSUM BOARD MUST BE INSTALLED BETWEEN THE TUB, OR SHOWER, OR TUB/SHOWER COMBO AND THE RATED WALL.

10. KITCHEN COUNTER TOP @ 36", TYP. U.N.O. SEE D.R. HORTON FOR TYPE & STYLE.

11. MIRROR ABOVE ALL LAV'S, TYP. U.N.O. SEE SPEC. SHEET.
12. GARAGE AND PATIO SHOULD SLOPE AWAY FROM HOUSE 1" PER FOOT

ATTIC ACCESS, CATWALK & WORKING PLATFORM:
* PROVIDE A 22" MIN. X 30" MIN. ATTIC SCUTTLE.
* A WORKING PLATFORM AT MECHANICAL SIDE OF FAU 30" BY 60" MIN. WITH A HEIGHT SHALL BE PROVIDED.
* WHERE THE HEIGHT OF THE PASSAGEWAY IS LESS THAN 6 FT. THE DISTANCE FROM THE ACCESS TO THE FAU, SHALL NOT EXCEED 20 FT. MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY.

DOORS:
* FRONT ENTRY DOOR SHALL HAVE WEATHER-STRIPPING & SURESHOLD, A PEEP HOLE @ 4'-6" AND BE PROVIDED W/A LOCKSET AND DEADBOLT.
* PROVIDE PRIVACY LOCKS AT MASTER BATHS & ALL BATHROOM DOORS U.N.O.
* ALL BY-PASS AND BI-FOLD DOORS SHALL BE WHITE OR WHITE U.N.O.
* ALL DOORS TO HAVE 3" JAMBS.

WINDOWS:
1. ALL WINDOWS TO BE THERMAL-PANE GLASS.
2. PROVIDE LOW 'E' WINDOWS VERIFY W/ROSE CALCS. BY MECHANICAL ENGINEER.
3. ESCAPE AND RESCUE WINDOWS SHALL HAVE A MIN. SILL HEIGHT OF 44" & MIN. NET CLEAR OPENABLE AREA OF 5.7 SF. THE MIN. NET CLEAR OPENABLE HEIGHT DIM. SHALL BE 24". THE MIN. NET CLEAR OPENABLE WIDTH DIM. SHALL BE 20". WHEN WINDOWS ARE PROVIDED AS A MEANS OF EGRESS AND RESCUE THEY SHALL HAVE A FINISHED SILL.
* EXCEPTIONS:
A. MINIMUM NET CLEAR OPENING FOR A ESCAPE AND RESCUE GRADE FLOOR OPENING SHALL BE 5 SF.
* CONTRACTOR SHALL INSTALL TEMPERED GLAZING IN HAZARDOUS LOCATIONS:
4. GLAZING IN SWING DOORS, FIXED & SLIDING PANELS OF SLIDING DOORS & PANES IN SLIDING & BI-FOLD OBJECT DOORS & IN SWING DOORS & LOUVERED SWINGING DOORS.
5. GLAZING IN DOORS & ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATH TUBS & SHOWERS. GLAZING WHOSE BOTTOM EXPOSED EDGE IS LESS THAN 60" ABOVE STANDING SURFACE.
6. GLAZING IN ALL INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHOSE NEAREST EXPOSED EDGE IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.
* EXCEPTIONS:
A. PANELS WHERE THERE IS A WALL BARRIER BETWEEN THE DOOR & GLAZING.
B. WHERE DOOR IS TO A CLOSET 3'-0" DEEP OR LESS SHALL COMPLY WITH SEC. R308.4 EXCEPTION NOTE 7 BELOW.
C. GLAZING IN WALLS PERPENDICULAR TO THE PLANE OF THE DOOR IN A CLOSED POSITION OTHER THAN THE WALL THE DOOR SWINGS TOWARD.
7. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL OTHER THAN ABOVE LOCATIONS DESCRIBED ABOVE THAT MEETS ALL OF THE FOLLOWING CONDITIONS:
A. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 SF.
B. EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR.
C. EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR.
D. ONE OR MORE WALKING SURFACES WITHIN 36" HORIZONTALLY OF THE PLANE OF THE GLAZING.

LARRY TINDALL
REGISTERED INTERIOR DESIGNER
LARRY TINDALL
RESIDENTIAL DESIGNER
OFFICE: (702) 897-5897 FAX: (702) 869-6952

REGISTERED ARCHITECT
STATE OF NEVADA
No. 5677

2135 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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30 SET SCALE DRAWINGS
LAS VEGAS, NEVADA 89128

REVISION	DATE	NOTES
1	2-9-12	ARCH CORRECTION #1

FLOOR PLANS

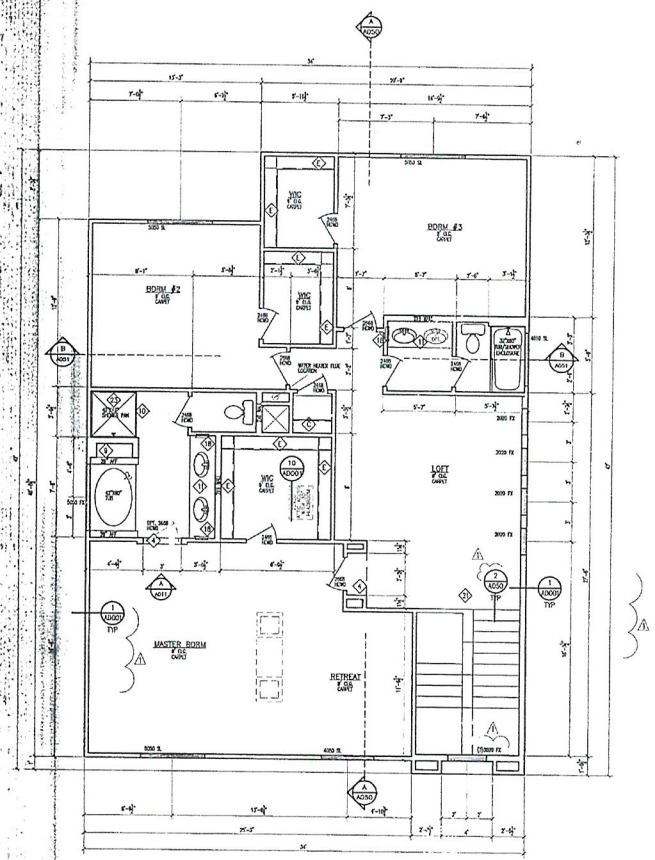
JOB NO.: 1126
FILE NAME: 2135A010
DATE: 1-20-12
UPDATE:

A010

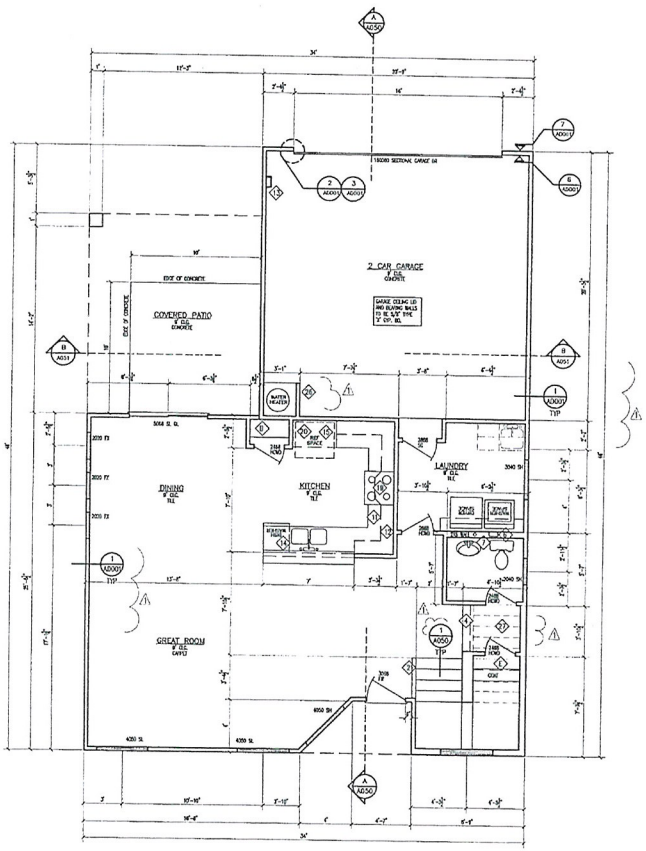
RECEIVED
2012 FEB 23 P 2:03

AP-1487

MOD-47016
SDR-47017



(1) SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



(1) FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

NOTE: FOR SYMBOLS SEE SHEET A011

SQUARE FOOTAGE

SQUARE FOOTAGE:		
FIRST FLOOR:	835	SQUARE FEET
SECOND FLOOR:	1400	SQUARE FEET
TOTAL LIVING AREA:	2235	SQUARE FEET
GARAGE:	430	SQUARE FEET

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 2'

KEYNOTES:

1. MIN. 36" WIDE X MIN. 36" DEEP X 4" THICK CONCRETE LANDING. STOOP WIDTH SHALL NOT BE LESS THAN THE DOOR SERVED.
2. THIS WALL RATED 1-HOUR LESS THAN 5'-0" OF THE PROPERTY LINE THAT IS BETWEEN BUILDINGS. USE 1-HOUR FIRE RATED WALL ASSEMBLY SEE 1/A2001.
3. CARPET STRIP.
4. A2001 SEE INTERIOR ELEVATIONS
5. TILE, SEE SPEC. SHEET.
6. DRYER EXHAUST VENT, SEE MECHANICAL DRAWINGS.
7. RECESSED WATER VALVE BOX, VERIFY WITH PLUMBING DWGS.
8. OPTIONAL FIREPLACE
9. NICHE - 36" A.F.F.
10. TEMPERED GLASS SHOWER DOOR
11. BASE CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
12. WALL MOUNTED UPPER CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
13. SOFT WATER LOOP LOCATION
14. UNDER COUNTER DISHWASHER
15. REFRIGERATOR/FREEZER LOCATION.
16. RECESSED ICE MAKER BOX WITH VALVE.
17. CENTER WINDOW ON EXTERIOR WALL
18. MEDICINE CABINET
19. OVEN HOOD VENTED TO THE EXTERIOR
20. 24" DEEP CABINET ABOVE REF.
21. 36" HIGH, LOW WALL OR WL RAILING
22. NOT USED
23. SHOWER PAN AND SURROUND.
24. 7'-6" STONE W/8 FOAM TRIM OR 36" FOAM. SEE EXTERIOR ELEVATION.
25. STONE VENEER OR FOAM SEE EXTERIOR ELEVATION.
26. 3/4" PLYWOOD AT WATER HEATER PLATFORM @ 18" A.F.F. MIN.
27. PROVIDE 1/2" ROCK UNDER STAIR
28. FIREPLACE SHALL BE UST AND APPROVED

GENERAL NOTES:

1. THE GARAGE WALLS & CEILING SHALL BE 5/8" TYPE 'X' GYPSUM BOARD, ALL OTHER CEILINGS SHALL BE 5/8" GYPSUM. D.R. HORTON CAN USE 1/2" MIN. GYP. BD. ON WALLS THAT ARE NOT RATED WALLS OR HOLD, BY CODE.
2. THE DOOR BETWEEN THE GARAGE AND THE DWELLING UNITS SHALL BE EITHER SOLID WOOD OR METAL CLAD HONEYCOMB DOORS NOT LESS THAN 1 3/8" THICK OR A 20 MIN DOOR. DOORS SHALL BE SELF-CLOSING & SELF-LATCHING W/A TIGHT FIT.
3. REFER TO BUILDER FOR QUANTITY AND LOCATION OF BULKHEAD DRYWALL CORNERS
4. ALL BASE SHALL BE REVERSIBLE GRADE.
5. WHEN CERAMIC TILE, CULTURED MARBLE OR LIKE FINISHES ARE INSTALLED A BACKER BOARD OF CEMENT, FIBER CEMENT, OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH ASTM C1288, C1325 OR C1178 ARE TO BE USED IN THE TUBS TO A HEIGHT OF THE TILE IN TUB/SHOWER OR IN SHOWER FROM FLOOR TO CEILING AND ON TILE CEILING TO THE EDGE OF THE TILE OR EDGE OF TUB/SHOWER, WHICHEVER IS GREATEST.
6. PENETRATIONS WILL NOT BE ALLOWED THROUGH FIRE RESTRICTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES WITHOUT APPROVED DETAILS.
7. ALL APPLIANCES AND PLUMBING FIXTURES SHALL BE SELECTED BY D.R. HORTON.
8. SEE D.R. HORTON FOR ALL CABINETRY SPECIFICATIONS
9. AT TUBS, SHOWERS, & TUB/SHOWER COMBOS THAT ARE ABUT RATED WALLS, 5/8" TYPE 'X' GYPSUM BOARD MUST BE INSTALLED BETWEEN THE TILE OR SHOWER, OR TUB/SHOWER COMBO AND THE RATED WALL.
10. KITCHEN COUNTER TOP @ 36", TYP. U.N.O. SEE D.R. HORTON FOR TYPE & STYLE.
11. MIRROR ABOVE ALL LAVS, TYP. U.N.O. SEE SPEC. SHEET.
12. GARAGE AND PATIO SHOULD SLOPE AWAY FROM HOUSE 1" PER FOOT

ATTIC ACCESS, CATWALK & WORKING PLATFORM:
* PROVIDE A 24" MIN. X 30" HIGH SCUTTLE OPENING.
* A WORKING PLATFORM AT CONTROL SIDE OF FURN. 30" IN DEPTH, WIDTH & HEIGHT SHALL BE PROVIDED.
* WHERE THE HEIGHT OF THE PASSAGEWAY IS LESS THAN 6 FT. THE DISTANCE FROM THE ACCESS TO THE FAU SHALL NOT EXCEED 20 FT. MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY.

DOORS:
* FRONT ENTRY DOOR SHALL HAVE WEATHER-STRIPPING & THRESHOLD, A PEEP HOLE @ +60" AND BE PROVIDED W/A LOCKSET AND DEADBOLT.
* PROVIDE PASSAGE LOCKS AT MASTER BEDROOM & ALL BATHROOM DOORS U.N.O.
* ALL BI-PASS AND BI-FOLD DOORS SHALL BE TRIM OR WHITE U.N.O.
* ALL DOORS TO HAVE 3" JAMBS.

WINDOWS:
1. ALL WINDOWS TO BE INSULAR-PANE GLASS.
2. PROVIDE LOW 'E' WINDOW, VERIFY W/ACC CALCS. BY MECHANICAL ENGINEER.
3. ESCAPE AND RESCUE WINDOWS SHALL HAVE A MIN. SILL HEIGHT OF 44" & MIN. NET CLEAR OPENABLE AREA OF 5.7 S.F. THE MIN. NET CLEAR OPENABLE HEIGHT DIM. SHALL BE 24". THE MIN. NET CLEAR OPENABLE WIDTH DIM. SHALL BE 20". WHEN WINDOWS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A FINISHED SILL.
* EXCEPTIONS:
A. MINIMUM NET CLEAR OPENING FOR A ESCAPE AND RESCUE GRADE FLOOR OPENING SHALL BE 5 S.F.
* CONTRACTOR SHALL INSTALL TEMPERED GLAZING IN HAZARDOUS LOCATIONS:
4. GLAZING IN SWING DOORS, FIXED & SLIDING PANELS OF SLIDING DOORS & PANEL IN SLIDING & BI-FOLD CLOSET DOORS & IN STORM DOORS & UNFRAMED SWINGING DOORS.
5. GLAZING IN DOORS & ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATH TUBS & SHOWERS. GLAZING WHERE BOTTOM EXPOSED EDGE IS LESS THAN 60" ABOVE A STANDING SURFACE.
6. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.
* EXCEPTIONS:
A. PANELS WHERE THERE IS A WALL BARRIER BETWEEN THE DOOR & GLASS.
B. WHERE DOOR IS TO A CLOSET 2'-6" DEEP OR LESS SHALL COMPLY WITH SEC. R308.4 (NOTE 7 BELOW)
C. GLAZING IN WALLS PERPENDICULAR TO THE PLANE OF THE DOOR IN A CLOSED POSITION OTHER THAN THE WALL THE DOOR SWINGS TOWARD.
7. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL OTHER THAN THOSE LOCATIONS DESCRIBED ABOVE THAT MEETS ALL OF THE FOLLOWING CONDITIONS:
A. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 S.F.
B. EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR.
C. EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR.
D. ONE OR MORE WALKING SURFACES WITHIN 36" HORIZONTALLY OF THE PLANE OF THE GLAZING.

Clark County Dev. Services Building Division Review

FEB 2 0 2013

Reviewed and Accepted Clark Co.

LARRY TINDALL
RESIDENTIAL DESIGNER
No. 021 STATE OF NEVADA
Larry Tindall REGISTERED RESIDENTIAL DESIGNER
FAX (702) 896-8352

2235 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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OFFICE (702) 597-8897
LAS VEGAS, NEVADA 89123

PERSON	DATE	NOTES
	2-5-12	ADOH CORRECTION #1

JOB NO.: 1128
FILE NAME: A010
DATE: 1-20-12
UPDATE:

FLOORPLANS

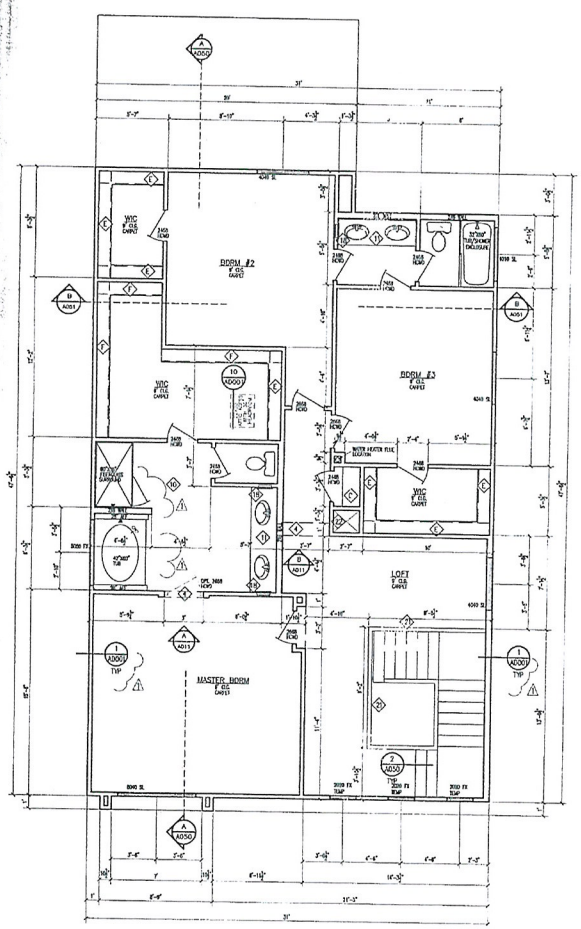
A010

2670 SE SCANDIA WAY

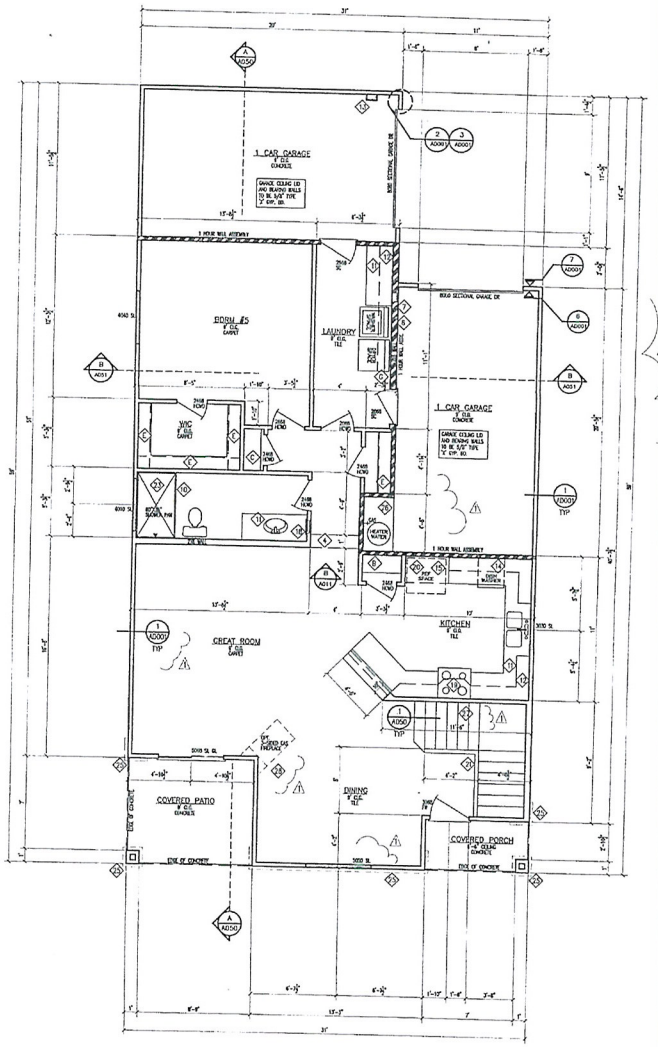
SCANNED

RECEIVED
SEP 2 7 2012

MOD-47016
SDR-47017



(1) SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



(1) FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

GRAPHIC SCALE
1/4 INCH = 1 FOOT
0 1' 3' 7'

KEYNOTES:

1. MIN. 36" WIDE X MIN. 36" DEEP X 4" THICK CONCRETE LANDING. STOOP WIDTH SHALL NOT BE LESS THAN THE DOOR SERVED.
2. 1HR WALL RATED 1-HOUR LESS THAN 5'-0" OF THE PROPERTY LINE THAT IS BETWEEN BUILDINGS. USE 1-HOUR FIRE RATED WALL ASSEMBLY SEE 1/A2001.
3. CARPET STRIP.
4. ARCH. SEE INTERIOR ELEVATIONS
5. TILE, SEE SPEC. SHEET.
6. DRYER EXHAUST VENT, SEE MECHANICAL DRAWINGS.
7. RECESSED WATER VALVE BOX, VERIFY WITH PLUMBING SPECS.
8. OPTIONAL FIREPLACE
9. NICHE – 36" A.F.F.
10. TEMPERED GLASS SHOWER DOOR
11. BASE CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
12. WALL MOUNTED UPPER CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
13. SOFT WATER LOOP LOCATION
14. UNDER COUNTER DISHWASHER.
15. REFRIGERATOR/FREEZER LOCATION.
16. RECESSED ICE MAKER BOX WITH VALVE.
17. CENTER WINDOW ON EXTERIOR WALL
18. MEDICINE CABINET
19. OVEN HOOD VENTED TO THE EXTERIOR
20. 24" DEEP CABINET ABOVE FRIG.
21. 36" HIGH, LOW WALL OR W.I. RAILING
22. A/C CHASE LOCATION
23. SHOWER PAN AND SURROUNDS.
24. 2'-6" STONE W/6 FOAM TRIM OR 36" FOAM. SEE EXTERIOR ELEVATION.
25. STONE VENEER OR FOAM SEE EXTERIOR ELEVATION.
26. 3/4" PLYWOOD AT WATER HEATER PLATFORM @ 18" A.F.F. MIN.
27. PROVIDE 1/2" HOOK UNDER STAIR
28. FIREPLACE SHALL BE LIST AND APPROVED

GENERAL NOTES:

1. THE GARAGE WALLS & CEILING SHALL BE 5/8" TYPE 'X' GYPSUM BOARD, ALL OTHER CEILINGS SHALL BE 5/8" GYP.BD. D.R. HORTON CAN USE 1/2" MIN GYP. ED ON WALLS THAT ARE NOT RATED WALLS OR PER CODE.
2. THE DOOR BETWEEN THE GARAGE AND THE DWELLING UNITS SHALL BE EITHER SOLID WOOD OR METAL CLAD HONEYCOMB DOORS NOT LESS THAN 1 3/8" THICK OR A 20 MIN. DOOR. DOORS SHALL BE SELF-CLOSING & SELF-LATCHING W/A SWELL PIVOT.
3. REFER TO BUILDER FOR QUANTITY AND LOCATION OF BLKHEAD GYPSUM CORNERS
4. ALL BASE SHALL BE REMOVABLE GRADE.
5. WHEN CERAMIC TILE, CULTURED MARBLE OR TILE FINISHES ARE INSTALLED A BACKER BOARD OF CEMENT, FIBER CEMENT, OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH ASTM C1288, C1325 OR C1178 ARE TO BE USED IN TUB AREAS TO A HEIGHT OF THE TILE IN TUB/SHOWER OR IN SHOWER FROM FLOOR TO CEILING AND ON THE CEILING TO THE EDGE OF THE TILE OR EDGE OF TUB/SHOWER, WHICHEVER IS GREATEST.
6. PENETRATIONS WILL NOT BE ALLOWED THROUGH FIRE RESISTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES WITHOUT APPROVED ITEMS.
7. ALL APPLIANCES AND PLUMBING FIXTURES SHALL BE SELECTED BY D.R. HORTON
8. SEE D.R. HORTON FOR ALL CABINETRY SPECIFICATIONS
9. AT TUBS, SHOWERS, & TUB/SHOWER COMBOS THAT ARE ADJT RATED WALLS, 5/8" TYPE 'X' GYPSUM BOARD MUST BE INSTALLED BETWEEN THE TUB OR SHOWER, OR TUB/SHOWER COMBO AND THE RATED WALL.
10. KITCHEN COUNTER TOP @ 36", TYP. U.N.O. SEE D.R. HORTON FOR TYPE & STYLE.
11. MIRROR ABOVE ALL LAVS. TYP. U.N.O. SEE SPEC. SHEET.
12. GARAGE SLAB TO BE SLOPED AWAY FROM HOUSE 2" PER FOOT

ATTIC ACCESS, CATWALK & WORKING PLATFORM:

* PROVIDE A 24" WIDE X 30" HIGH SOLID CATWALK
* A WORKING PLATFORM AT CONTROL SIDE OF FAU. 30" IN DEPTH, WIDTH & HEIGHT SHALL BE PROVIDED.
* WHERE THE HEIGHT OF THE PASSAGEWAY IS LESS THAN 6 FT. THE DISTANCE FROM THE ACCESS TO THE FAU SHALL NOT EXCEED 20 FT. MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY.

DOORS:

* FRONT ENTRY DOOR SHALL HAVE WEATHER-STRIPPING & THRESHOLD, A PEEP HOLE @ +60" AND BE PROVIDED W/A LOCKSET AND DEADBOLT.
* PROVIDE PRIVACY LOCKS AT MASTER BEDROOM & ALL BATHROOM DOORS U.N.O.
* ALL BI-PASS AND BI-FOLD DOORS SHALL BE WHITE OR WHITE U.N.O.
* ALL DOORS TO HAVE 3" JAMBS.

WINDOWS:

1. ALL WINDOWS TO BE THERMAL-PANE GLASS.
2. PROVIDE LOW 'U' WINDOW, VERIFY W/WOOD CALCS. BY MECHANICAL ENGINEER.
3. ESCAPE AND RESCUE WINDOWS SHALL HAVE A MIN. SILL HEIGHT OF 44" & MIN. NET CLEAR OPENABLE AREA OF 5.7 S.F. THE MIN. NET CLEAR OPENABLE HEIGHT DIM. SHALL BE 24". THE MIN. NET CLEAR OPENABLE WIDTH DIM. SHALL BE 20". WHEN WINDOWS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A FINISHED SILL.

* EXCEPTIONS:
A. GRADAM NET CLEAR OPENING FOR A ESCAPE AND RESCUE GRADE FLOOR OPENING SHALL BE 5 S.F.

* CONTRACTOR SHALL INSTALL TEMPERED GLAZING IN HAZARDOUS LOCATIONS.

4. GLAZING IN SWING DOORS, FIXED & SLIDING PANELS OF SLIDING DOORS & PANEL IN FOLDING & BI-FOLD CLOSET DOORS & IN STORM DOORS & UNFRAMED SWINGING DOORS.
5. GLAZING IN DOORS & ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATH TUBS & SHOWERS. GLAZING WHERE BOTTOM EXPOSED EDGE IS LESS THAN 60" ABOVE A STANDING SURFACE.
6. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.

* EXCEPTIONS:
A. PANELS WHERE THERE IS A WALL BARRIER BETWEEN THE DOOR & GLAZING.
B. WHERE DOOR IS TO A CLOSET 2'-0" DEEP OR LESS SHALL COMPLY WITH SEC. R308.4.1 (SEE NOTE 7 BELOW)
C. GLAZING IN WALLS PERPENDICULAR TO THE PLANE OF THE DOOR IN A CLOSED POSITION EITHER THAN THE WALL THE DOOR SWINGS TOWARD.
7. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL EITHER THAN THOSE LOCATIONS DESCRIBED ABOVE THAT MEETS ALL OF THE FOLLOWING CONDITIONS:
A. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 S.F.
B. EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR.
C. EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR.
D. ONE OR MORE WALKING SURFACES WITHIN 36" HORIZONTALLY OF THE PLANE OF THE GLAZING.

SQUARE FOOTAGE

SQUARE FOOTAGE:		
FIRST FLOOR:	1996	SQUARE FEET
SECOND FLOOR:	1539	SQUARE FEET
TOTAL LIVING AREA:	2435	SQUARE FEET
GARAGE:	454	SQUARE FEET

NOTE: FOR SYMBOLS SEE SHEET A011

Building Services/Division
SEP 27 2012
Review and Acceptance Done/Ford

RECEIVED
SEP 27 2012
CITY OF HENDERSON
BUILDING & FIRE PREVENTION

MOD-47016
SDR-47017

LARRY TINDALL
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NV. STATE OF NEVADA
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2435 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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OFFICE (702)597-8557 FAX (702)596-8552

REVISION	DATE	NOTES
1	2-3-12	ARCH CORRECTION #1

2270 E CAMERO AVE LAS VEGAS, NV 89123

FLOOR PLANS

JOB NO.: 1128
FILE NAME: A010
DATE: 1-20-12
UPDATE:

A010

MOD-47016 & SDR-47017 – APPLICANT: DR HORTON, INC. - OWNER: TIGHI FAMILY, LP
NORTHEAST CORNER OF GILCREASE AVENUE AND FORT APACHE ROAD

11/01/12

MOD-47016 & SDR-47017 – APPLICANT: DR HORTON, INC. - OWNER: TIGHI FAMILY, LP
NORTHEAST CORNER OF GILCREASE AVENUE AND FORT APACHE ROAD

11/01/12

MOD-47016 & SDR-47017 – APPLICANT: DR HORTON, INC. - OWNER: TIGHI FAMILY, LP
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NORTHEAST CORNER OF GILCREASE AVENUE AND FORT APACHE ROAD

11/01/12

RECEIVED
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SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

DRH1225.000

October 30, 2012

City of Las Vegas
Planning and Development
333 S. Rancho Drive
Las Vegas, NV 89101

SUBJECT: **Justification Letter for a Major Modification and Site Development Review Request for Oso Blanca/Grand Teton (APN 125-17-101-001)**

Slater Hanifan Group, on behalf of the applicant, D.R. Horton, respectfully submits this justification letter in support of a Major Modification and Site Development Review (SDR) on the subject site. The site is located southwest of Oso Blanca Road and Grand Teton Drive. It is bordered on the west by Fort Apache Road and the south by Gilcrease Avenue. The Assessor's Parcel Number is 125-17-101-001 and contains approximately 36.70 gross acres.

The purpose of the Major modification request is to revise the Town Center Land Use from Employment Center Mixed-Use (EC-TC) to Medium-Low Residential (ML-TC), and to modify Town Center Design Standards as described below.

Project Description

The accompanying site plan includes 293 residential lots on 36.7 gross acres, which results in a density of 7.98 du/ac. The project consists of one housing product type, designated as 'Loretto Bay'.

The 'Loretto Bay' housing type is a small single family detached product and consists of 3 floor plans. The driveways will be a minimum of 18-ft deep, behind sidewalk. The minimum lot size will be 35'x82'.

There are two entries providing access to the site. The entry along Gilcrease Avenue aligns with the existing entry of the community to the south. The 2nd entry is located along the Fort Apache Road alignment, at the west boundary of the site. The two entries to the site should provide adequate emergency vehicle access to the development. Pedestrian access points will be provided in several locations including near the southeast corner to Oso Blanca Road and near the northwest corner to Fort Apache Road.

MOD-47016
SDR-47017
REVISED

Connectivity
The project site does meet the connectivity ratio requirement of 1.3, with a 1.4 ratio calculated for the site.

Open Space
The requirement for open space on the subject project is 7% based on the density of being in the range of 5.6 to 8 dwelling units per acre. 7% of 36.70 acres is 2.57 acres (111,950 square feet). The site provides 2.81 acres (122,404 square feet) of open space set aside in common lots and a community park area for public use.

Setbacks
Below are the minimum setbacks being requested for the subject development:

Loretto Bay
Front (Garage): 22-ft
Front (Living): 14-ft
Rear (Living): 10-ft
Rear (Patio): 5-ft
Side (Interior): 5-ft
Side (Corner): 10-ft

Internal Streets
The internal streets will be publicly dedicated and publicly maintained. This application proposes to waive the Town Center Standard Residential Street standard, by reducing the amenity zone from 6.5-ft to 4.0-ft, and reducing the sidewalk from 5-ft to 4-ft. The sidewalk will be attached at the driveway locations and detached where possible in all other locations. This waiver will allow a better transition from detached sidewalk to the driveway transitions and it will provide a larger backyard for the proposed community. This waiver has been approved previously in numerous Town Center residential developments (such as Town Center 44/50 No.1). The back of curb to back of curb dimension of 37 feet for L-curb will remain the same as the Town Center standard.

Surrounding Development
The zoning for the land surrounding this project is Medium Low Residential to the West, Suburban Mixed Use to the south, and Employment Center Mixed Use (EC-TC) to the north. The US-95 frontage road Oso Blanca, is the eastern boundary. The proposed land use designation and zoning are consistent with the zoning in the immediate area and consistent with the densities throughout the Town Center Planning Area. There is also a large commercial center located in Town Center (Montecito) at Durango and the 215 Beltway. Montecito is a large mixed use commercial center that services the northwest valley, which lessens the need for additional commercial zoning in this area.

MOD-47016
SDR-47017
REVISED

Thank you for considering this application. Please contact me at 284-5300 if you have any questions regarding these applications.

Slater Hanifan Group, Inc.

Darrin Pappa, P.E.
Project Manager

Cc:
Matt Stark, DR Horton
Mark Jones, DR Horton
Todd Steadham, SHG
Chelsea Peltier, SHG

MOD-47016
SDR-47017
REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

001/001

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-47016 & SDR-47017
Planning Commission Meeting of 12/11/2012

We have enough houses built already. Adding more houses will further depress current home values. In the development to the South, about 50% of the current homes are occupied. The rest are/were in foreclosure / short sale. They are not selling. The development was never finished & we have tracks of land that are bladed but sit empty. The last thing we need in this area are more houses more places for business/commerce would be nice. A better grocery store (than Smiths) would be nice. Having Some Walkable features nearby would be nice. Having some city maintained Parks would be nice. Barring that, I would Rather the lot be left as is until there is further Recovery in the housing market. No new Houses are needed in this area.

Case: MOD-47016
12517211259
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7649 FABLED FILIGREE ST
LAS VEGAS NV 89149-0435 89149-0435

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City of Las Vegas
Dept. of Planning

#21,22

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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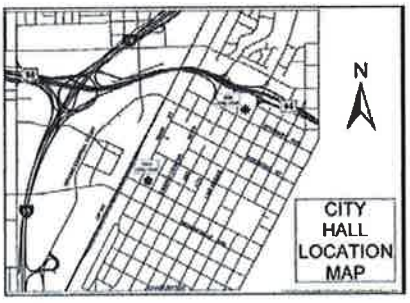
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-47016 & SDR-47017

Planning Commission Meeting of 12/11/2012

Case: MOD-47016
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S B FAMILY TRUST
5592 PLACER AVE
WESTMINSTER CA 92683-2833 92683-28

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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MOD-47016 & SDR-47017

Planning Commission Meeting of 12/11/2012

Case: MOD-47016
12518611003
SHARMA SUDHEEP & BHARATI
5592 PLACER AVE
WESTMINSTER CA 92683-2833 92683-28

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MOD-47016 & SDR-47017

Planning Commission Meeting of 12/11/2012

Case: MOD-47016
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ROGERS RUTH S
9252 BROWNSTONE LEDGE
LAS VEGAS NV 89149-1660 89149-1660

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Dept. of Planning

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☐ I SUPPORT this ~~Request~~ ☒ I OPPOSE this Request

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MOD-47016 & SDR-47017

Planning Commission Meeting of 12/11/2012

Case: MOD-47016
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LAS VEGAS NV 89149-1660 89149-1660

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MOD-47016 & SDR-47017

Planning Commission Meeting of 12/11/2012

Case: MOD-47016
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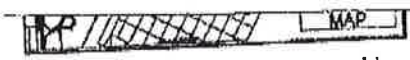
City of Las Vegas
Dept. of Planning



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MOD-47016 & SDR-47017

Planning Commission Meeting of 12/11/2012

Case: MOD-47016
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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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MOD-47016 & SDR-47017
Planning Commission Meeting of 12/11/2012

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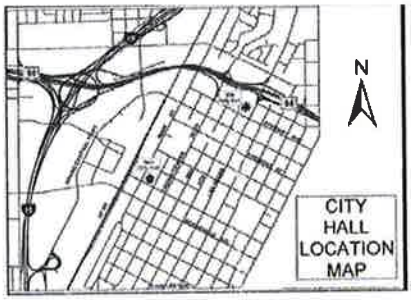

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Planning Commission Meeting of 12/11/2012

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Case: MOD-47016
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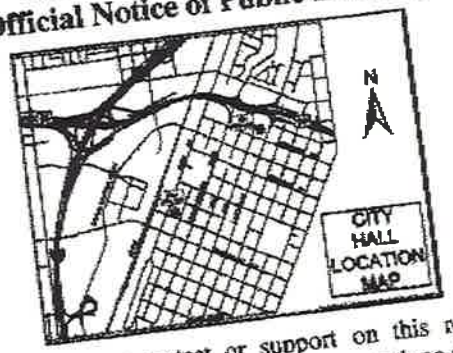

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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Planning Commission Meeting of 12/11/2012

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Dept. of Planning

Case: MOD-47016

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PAGE 01

Submitted at Meeting
Date 12/12/13 Item 11-12

#11-12P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-47016 & SDR-47017
Planning Commission Meeting of 12/11/2012

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Dept. of Planning

Case: MOD-47016
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-47016 & SDR-47017
Planning Commission Meeting of 12/11/2012

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City of Las Vegas
Dept. of Planning

Case: MOD-47016
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WALLING LESTER A & NADEL
17220 138TH AVE COURT E
PUYALLUP WA 98374-9143 98374-9143

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City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2012

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

SUBJECT:
SDR-47017 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-47016 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: TIGHI FAMILY, LP - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 293-LOT RESIDENTIAL DEVELOPMENT WITH A WAIVER OF THE TOWN CENTER SINGLE-FAMILY RESIDENTIAL STREET STANDARDS AND AN ASSOCIATED ENCROACHMENT INTO THE PUBLIC RIGHTS-OF-WAY ON 36.36 acres at the northeast corner of Gilcrease Avenue and Fort Apache Road (APN 125-17-101-001), T-C (Town Center) Zone [EC-TC (Employment Center Mixed Use - Town Center) Special Land Use Designation] [PROPOSED: ML-TC (Medium Low Density Residential - Town Center)], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-47017** APN: 125-17-101-001

Name of Property Owner: Tighi Family LP

Name of Applicant: DR Horton, Inc.

Name of Representative: Slater Hanifan Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: James M. Tighi

Subscribed and sworn before me

This 21st day of September, 2012

_____

Notary Public in and for said County and State

DANIELLE BROGAN
Notary Public, State of Nevada
Appointment No. 02-78385-1
My Appt. Expires Mar 22, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) Oso Blanca/Grand Teton

Project Name Oso Blanca/Grand Teton **Proposed Use** _____

Assessor's Parcel #(s) 125-17-101-001 **Ward #** _____

General Plan: existing EC-TC proposed ML **Zoning:** existing _____ proposed _____

Commercial Square Footage NA **Floor Area Ratio** NA

Gross Acres 36.36 **Lots/Units** 272 **Density** 7.6 du/ac

Additional Information _____

PROPERTY OWNER Tighi Family LP **Contact** James M. Tighi

Address 2676 Red Arrow Drive **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89135

E-mail Address _____

APPLICANT DR Horton, Inc. **Contact** _____

Address 330 Carousel Parkway **Phone:** (702) 635-3650 **Fax:** _____

City Henderson **State** Nevada **Zip** 89014

E-mail Address _____

REPRESENTATIVE Slater Hanifan Group **Contact** Chelsea Peltier

Address 5740 S. Arville St. # 216 **Phone:** (702) 284-5300 **Fax:** (702) 284-5399

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address cpeltier@shg-inc.com

Property Owner Signature* James M. Tighi

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James M. Tighi

Subscribed and sworn before me

This 21st day of September, 20 12.

Notary Public in and for said County and State

DANIELLE BROGAN
Notary Public, State of Nevada
Appointment No. 02-78385-1
My Appt. Expires Mar 22, 2014

FOR DEPARTMENT USE ONLY

Case #	SDR-47617
Meeting Date:	12/11/2012
Total Fee:	1030.00
Date Received*	9/27/2012
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.

Revised 10/27/08

SDR-47017
D.R. Horton, Inc.

NEC Gilcrease Avenue & Fort Apache Road

Proposed 293 single family unit subdivision.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	293	9.57	2,804
AM Peak Hour			0.75	220
PM Peak Hour			1.01	296

Existing traffic on all nearby streets:

Gilcrease Ave.	
Average Daily Traffic (ADT)	1,448
PM Peak Hour (heaviest 60 minutes)	494

Fort Apache Rd.	
Average Daily Traffic (ADT)	506
PM Peak Hour (heaviest 60 minutes)	44

Grand Teton Dr.	
Average Daily Traffic (ADT)	2,407
PM Peak Hour (heaviest 60 minutes)	117

Adjacent Street ADT Capacity	
Gilcrease Ave.	16,300
Fort Apache Rd.	16,300
Grand Teton Dr.	16,300

This project is expected to add about 2,804 trips per day on Gilcrease Ave., Fort Apache Rd. & Grand Teton Dr. Currently, Gilcrease is at about 9 percent of capacity, Fort Apache is at about 3 percent of capacity and Grand Teton is at about 15 percent of capacity. With this project, Gilcrease is expected to be at about 26 percent of capacity, Fort Apache to be at about 20 percent of capacity and Grand Teton to be at about 32 percent of capacity.

Based on Peak Hour use, this project will add about 296 trips in the peak hour, or about five every minute.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
GPA-47449 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request to adopt an updated Housing Element and revise the 2020 Master Plan; All Wards. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Staff Report
2. Supporting Documentation
3. Justification Letter
4. Housing Element
5. Back-up referenced from the February 12, 2013 Planning Commission Meeting.

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-47449	Staff recommends APPROVAL.	

JM

** STAFF REPORT **

PROJECT DESCRIPTION

The request is for the adoption of an updated Las Vegas 2020 Master Plan Housing Element.

On September 6, 2000, the City Council adopted the Las Vegas 2020 Master Plan capstone document as the new long-range land use policy plan for the city of Las Vegas. The Las Vegas 2020 Master Plan capstone document contains policy direction covering a broad spectrum of land use and development issues. Following the development of the capstone document, tailored elements were created to address specific plans required by Nevada Revised Statues (NRS) 278.160. These elements were created to provide in-depth analyses and to recommend action plans stemming from the broader objectives, policies and goals of the Las Vegas 2020 Master Plan. Departmental Policy dictates that master plan elements be updated every five years.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/01/1992	City Council adopted the city of Las Vegas General Plan.
09/06/2000	City Council adopted the Las Vegas 2020 Master Plan (Ordinance #2000-62).
07/18/2001	City Council adopted the Housing Element of the 2020 Master Plan.
02/12/13	The Planning Commission voted (7-0) to APPROVE GPA-47449. (PC Agenda Item 14/jm)

Neighborhood Meeting	
12/12/12	A neighborhood meeting was held at 6:00 PM at 333 North Rancho Drive in conference room 3C. No members of the public attended.

ANALYSIS

The purpose of the Housing Element is twofold. First, this document is intended to fulfill the requirements of state law, as set forth in the Nevada Revised Statutes (NRS) 278.150 through 278.160, and second, to recommend strategies and actions to facilitate the implementation of the goals, objectives, and policies contained in the Las Vegas 2020 Master Plan related to housing.

A detailed analysis of the housing situation within the City, current and future, addresses the requirements listed in NRS. The following is a brief summation of how the requirements within NRS are addressed:

- Inventory of Housing Conditions
- Inventory of Affordable Housing
- Demographic Characteristics of the Community
- Current and Prospective Need for Affordable Housing in Las Vegas
- Impediments to Development of Affordable Housing
- Analysis of the Characteristics of Land Most Suitable for Development of Affordable Housing
- An Analysis of the Needs and Appropriate Methods for Creating Affordable Units Through Development or Rehabilitation
- A Plan for Maintaining and Developing Affordable Housing
- Re-urbanization

This Housing Element is also intended to identify actions to implement the Las Vegas 2020 Master Plan. This Master Plan also establishes a number of specific policies for housing this projected population in a series of distinct, sustainable districts: a Re-urbanization area, a Neighborhood Revitalization area, and a Newly Developing area.

Relationship to the Nevada Revised Statutes (NRS)

The Nevada Revised Statutes (NRS) are the current codified laws of the State of Nevada. The proposed Conservation Element conforms to the following Nevada Revised Statute:

NRS 278.160, "Subject matter of master plan," requires that the city of Las Vegas prepare and adopt a comprehensive, long-term general plan for the physical development of the city. Among the elements to be included in the Master Plan as required by NRS is Housing Plan.

FINDINGS (GPA-47449)

The proposed Housing Element update is in conformance with NRS and the Las Vegas 2020 Master Plan as discussed above.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED NEWSPAPER ONLY by the City Clerk

APPROVALS 0

PROTESTS 0

JM

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) N/A

Project Name Housing Element Update **Proposed Use** N/A

Assessor's Parcel #(s) N/A **Ward #** All

General Plan: existing N/A proposed N/A **Zoning:** existing N/A proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER City of Las Vegas **Contact** James Marshall

Address 333 N. Rancho Drive **Phone:** (702) 229-7249 **Fax:** (702) 474-7463

City Las Vegas **State** NV **Zip** 89106

E-mail Address jmarshall@lasvegasnevada.gov

APPLICANT City of Las Vegas **Contact** James Marshall

Address 333 N. Rancho Drive **Phone:** (702) 229-7249 **Fax:** (702) 474-7463

City Las Vegas **State** NV **Zip** 89106

E-mail Address jmarshall@lasvegasnevada.gov

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* J Marshall

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James Marshall

Subscribed and sworn before me

This 8th day of November, 2012.

Notary Public in and for said County and State

PETER LOWENSTEIN
Notary Public - State of Nevada
APPT. NO. 03807091
My App. Expires February 27, 2015

RECEIVED
NOV - 8 2012

FOR DEPARTMENT USE ONLY

Case #	GPA-47449
Meeting Date:	1/8/13
Total Fee:	N/A
Date Received:*	11/8/12
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

LAS VEGAS
CITY COUNCIL

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

November 8th, 2012

Steve Gebeke, AICP
Planning Supervisor
City of Las Vegas Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89101

RE: Housing Element Update (GPA-47449)

Mr. Gebeke:

Please accept this letter as justification for a General Plan Amendment to adopt an updated Housing Element and amend the Las Vegas 2020 Master Plan.

As a component of the Master Plan, the Housing Element will satisfy NRS requirements for a Housing Plan and recommend strategies and actions to facilitate the implementation of the goals, objectives, and policies contained in the Las Vegas 2020 Master Plan. This document will replace the previous Housing Element adopted on July 18th, 2001.

Please do not hesitate to contact me at 229-5274 should you have any questions.

Thanks,

James Marshall, AICP
Senior Planner
Department of Planning

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
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GPA-47449

EXECUTIVE SUMMARY

The Nevada Revised Statutes (NRS), which sets out planning law for the State of Nevada, mandates the preparation of comprehensive, long-term general plans, known as master plans. State law requires that governing entities in counties with a population of over 700,000 people adopt a master plan to address a list of subjects set forth in section 278.160 of the NRS. Included among those required subjects is a Housing Plan. To comply with State statute, the city of Las Vegas (the City Administration) has prepared a Housing Element as part of its Master Plan. This document is intended to accomplish two broad goals:

- To ensure that the Las Vegas 2020 Master Plan is in compliance with State Statute as related to housing, by reference to the city of Las Vegas 2010 – 2015 Consolidated Plan (Con Plan). See Appendix B.
- To ensure that the housing-related policies of the Las Vegas 2020 Master Plan, adopted by City Council in September 2000, are further refined and linked to specific actions by the City.

Accomplishing these goals will demonstrate the City's commitment to encouraging housing for its population that is equitable, accessible, affordable and sustainable.

NRS 278.150(4) adopted by the Nevada State Legislature in 2001, made effective in 2002, govern the subject matter of the master plan. A detailed analysis of the housing situation within the City, current and future, addresses the requirements listed in NRS. The following is a brief summation of how the requirements within NRS are addressed:

Inventory of Housing Conditions – Census data from the 2010 American Community Survey (ACS) states that about 5 percent of all housing units within the City are inadequate/substandard. This is due primarily to the age of the housing. The majority of the housing units within the City are considered adequate for the same reason. Approximately 75 percent of the housing in Las Vegas has been built since 1980, making them more likely to be code compliant.

Inventory of Affordable Housing – Half of the homes sold in Las Vegas in 2011 were affordable to low income households. Nearly 95 percent of the homes sold in that year were affordable to households making the area Median Family Income. The difficulty in the Las Vegas housing market is not so much the affordability of homes as the credit worthiness and/or the ability to accumulate the required down payment.

Demographic Characteristics of the Community – The city of Las Vegas' population increased by greater than 105,000 residents between 2000 and 2010. The City continued to climb the ranks of the largest cities in the U.S., going from 37th in 2000 to 30th in 2010. Home ownership rates, which had been increasing steadily since 1990, began to decline after peaking at 62 percent in 2006, falling to 57 percent in 2010.

Current and Prospective Need for Affordable Housing in Las Vegas – The supply of affordable housing units in Las Vegas is adequate at all income levels. The difficulty in the Las Vegas market at this time is the aforementioned issue of credit worthiness and availability. Homes should remain affordable in the City for the foreseeable future. Given a reasonable rate of appreciation of 2 to 3 percent housing should remain affordable.

Impediments to Development of Affordable Housing – Impediments to the development of affordable housing include, but are not limited to the following:

- Citizen Review Process
- Community Support
- Financing for Home Ownership
- Permit and Plans Review Time
- Permit Processing Fees.
- Water Hookup Fees.

Analysis of the Characteristics of Land Most Suitable for Development of Affordable Housing – There are 23,825 acres of vacant land within Las Vegas, approximately 11,000 acres of which are designated for residential purposes. Nearly three-fourths of the vacant land is in the Newly Developing Area. There are no impediments to the continued extension of existing infrastructure to currently undeveloped areas within the City.

An Analysis of the Needs and Appropriate Methods for Creating Affordable Units Through Development or Rehabilitation – The Con Plan and Analysis of Impediments (AI) provide a detailed strategic plan for addressing the affordable housing needs. The Strategic Plan includes building or rehabilitating renter units. It also includes more than 4,000 Section 8 vouchers for rental housing provided by the Southern Nevada Regional Housing Authority and creates opportunities for home ownership through the development or rehabilitation of approximately 300 owner occupied units, along with down-payment assistance.

A Plan for Maintaining and Developing Affordable Housing – The Con Plan is designed with a series of objectives intended to be achieved over a five-year time horizon. The Action Plan allocates funds to specific projects that implement the objectives of the Con Plan. The Action Plan also identifies alternate funding sources and opportunities.

This Housing Element is also intended to identify actions to implement the Las Vegas 2020 Master Plan. According to the Master Plan, Las Vegas in the year 2020 is envisioned to be a decentralized city of approximately 650,000 residents. This Master Plan also establishes a number of specific policies for housing this projected population in a series of distinct, sustainable districts: a Re-urbanization area, a Neighborhood Revitalization area, and a Newly Developing area:

• *Re-urbanization*. A major focus of this Housing Element, as well as other recent planning efforts, is the rebuilding of a housing component in Downtown Las Vegas (the Re-urbanization area), a cornerstone for increasing the vitality of Downtown. This would be a significant accomplishment, not only from a housing standpoint, but from a broader perspective, as an increase in the number of Downtown housing units will create a demand for retail and service commercial functions within the Downtown area.

• *Neighborhood Revitalization*. Another priority of the Housing Element is to stabilize and improve the neighborhoods within the central area of the city. The introduction of mixed-use, mixed-income development concepts in a pedestrian-scaled, walkable environment is encouraged, with an interconnected transportation network, as well as the integration of mixed housing types into neighborhood design, to serve diverse household types.

• *Newly Developing Areas*. Of great importance to the future of the city is the creation of a safe and accessible environment that is interconnected to a variety of transportation modes, users and land uses. The protection of rural areas is a consideration as well the design of new neighborhoods is encouraged to include a range of housing types and incomes.

As a component part of the Las Vegas 2020 Master Plan, this Housing Element seeks to reaffirm the City's commitment to the implementation of the housing strategies of the Master Plan, and reiterates the importance of ongoing efforts by the City to ensure that there is housing that is equitable, accessible and affordable to all, in accordance with the Nevada Revised Statutes.

PURPOSE

The traditional role of a Master Plan Housing Element is to reaffirm the City's commitment to housing its population in a safe, decent, and affordable manner and to also address any mandates required by state or federal law. This Housing Plan, or Housing Element of the Las Vegas 2020 Master Plan, will reiterate the importance of ongoing City efforts to address these issues (i.e. affordability, availability, and fairness in housing practices) and its obligation to meet statutory requirements.

It is also the intent of this Housing Element to implement the vision, goals, objectives, and policies established in the Las Vegas 2020 Master Plan's capstone document as they relate to housing. The Las Vegas 2020 Master Plan has established a vision for the City through to the year 2020, emphasizing a sustainable quality of life through the creation of a diverse community of distinctive neighborhoods. The Housing Element also makes certain trend-based assumptions concerning the general composition of the City in the year 2020:

- The population is anticipated to be in the range of 650,000 to 700,000 persons.
- The majority of the anticipated growth (96 percent) should occur in the northwest (north of Cheyenne Avenue) and southwest sectors (west of Decatur Boulevard, south of Cheyenne Avenue) of the City.
- Single-family detached units will continue to be the favored housing choice (80 percent) of the new housing units in the northwest are anticipated to be single-family; the remaining 20 percent will be multi-family; and 60 percent in the southwest should be single-family, with the remaining 40 percent as multi-family); and
- Future employment growth centers will be focused in Downtown Las Vegas, Summerlin, and the Northwest Town Center.
- Develop 100 to 150 new residential units per year in the Downtown Centennial Plan area.

The established vision, integrated with these assumptions, leads to three distinct policy sets: Re-urbanization, Neighborhood Revitalization, and Newly Developing Areas. The following are generalized goals for each of these policy sets, developed to achieve the desired Las Vegas in the year 2020:

- Restore a housing component to Downtown, leading to retail, restaurant and shopping activities (Re-urbanization);
- Stabilize declining neighborhoods and preserve or upgrade other neighborhoods with quality residential and neighborhood-oriented infill development/redevelopment (Neighborhood Revitalization); and
- Create interrelated, diverse neighborhoods of distinctive design (Newly Developing Areas).

It is the intent of this Housing Element, along with the other elements contained within the Las Vegas 2020 Master Plan, to set a course for integrating the various aspects of community-building into making Las Vegas a city of enduring quality, consisting of safe, distinctive, and functional neighborhoods.

Questions and concerns are consistently raised regarding the term "affordable housing", and what is implied in its use. The Nevada Revised Statutes, specifically Section 278.0105, define

the term as: “housing affordable for a family with a total gross income less than 110 percent of the median gross income for the county concerned based upon the estimates of the United States Department of Housing and Urban Development of the most current median gross family income for the county.”

In other words, “affordable housing” is housing that is specifically geared for those households of modest means. However, many have adopted a much broader definition that includes any type of housing, provided that the overall housing costs do not exceed a specific proportion of the household income, which is usually in the range of 30 percent of the total household income. This latter view assures that housing will be made available for all income ranges, large and small. The viewpoint of this document is that affordable housing is an issue that affects all, and not just those households whose incomes fit the definition as described in the Nevada Revised Statutes. Therefore, of the two definitions presented herein, the term “affordable housing” as used in this document implies housing that does not exceed 30 percent of a household’s income.

The United States Department of Housing and Urban Development (HUD) defines income levels, and, therefore, the ability to afford housing based upon family income as a percentage of median income within a certain metropolitan area and publishes monthly or quarterly tables accordingly. HUD defines “extremely low income” households as those whose incomes are between zero and 30 percent of median family income for the area, as determined by HUD; “low income” as 31 to 50 percent of median family incomes for the area, as determined by HUD; “moderate income” as 51 to 80 percent of median family incomes for the area, as determined by HUD; and “middle income” as 81 to 95 percent of median family incomes for the area, as determined by HUD.

As an element of the Las Vegas 2020 Master Plan, this Housing Element is expected to set a standard of housing policy for Las Vegas through the year 2020. However, the dynamics of the City are constantly changing as witnessed by the increased desire for urbanization, changing demographics, and fluctuations in housing costs. Because of these factors, it may be necessary to revisit and revise this Housing Element on a regularly scheduled basis throughout the life of the Element.

This Housing Element is intended to complement other ongoing City efforts, primarily through the work of the Neighborhood Development Division (NDD) of the City’s Economic and Urban Development Department, as they relate to housing, and to not duplicate or contradict these efforts. One of the major functions of the NDD is the development and implementation of the City of Las Vegas Consolidated Plan (Con Plan). This Plan is reviewed and updated every five years. Therefore, while this Housing Element is intended to set housing policy to the year 2020, it is recommended that the approved goals, objectives, policies and actions contained within this Element be re-examined in conjunction with the five-year updates to the Con Plan.

BACKGROUND INFORMATION

In a relatively short period of time, Las Vegas has grown at a tremendous rate, evolving from a modest railroad stop-over point largely consisting of nonpermanent tent structures, to a city of 241,000 housing units of all types, accommodating an equally diverse population. The Las Vegas of today is the 30th largest city in the United States, with a population of 583,756 (for year

2010 according to the U.S. Census) persons. Las Vegas is the largest U.S. city incorporated during the 20th century. The overall population of Las Vegas continues to evolve and become less homogenous, resulting from a significant influx of Asian/Pacific Islanders and Hispanic persons and an equally significant influx of retirees.

The average person who makes up this evolving population is employed in a service-related industry (50 percent of the entire workforce is employed within this classification). The construction industry, at one time the second largest employer in the City, has seen major fluctuations in its share of employment since 2000. At that time, construction accounted for 10.1 percent of the employment in Las Vegas. Since 2000, construction's share of employment climbed to a high of 13.5 percent in 2005 and subsequently fell to a low of 9.2 percent in 2009.

The average Las Vegas family has seen the Median Family Income (MFI) increase 25 percent since 2000 to $62,255 in 2010. At the same time, the average cost for a single-family dwelling fluctuated dramatically, doubling between 2000 and 2005, going from $170,619 to $343,613. By 2009 the average sales price had fallen to $200,538, a decrease of 71 percent. Since 2000, the average apartment rent increased 10 percent to $756 per month. However, the overall median rent payment increased by 47 percent to $1,025 per month. This may be due to more residents renting single-family homes as a result of the increased incidence of foreclosures in Las Vegas during the past five years. Since 2007 the amount of foreclosure sales has increased by 30 times (3000 percent). Home owners that lost their home most often need a similar dwelling and very likely cannot be accommodated by an apartment or other multi-family dwelling.

Another consequence of the housing boom/bust is the percent of monthly household income spent by both home owners and those who rent on their monthly mortgage or rent payment. Since 2000 the number of households spending 35 percent or more of monthly household income on their mortgage payment nearly doubled, going from 20 percent to nearly 39 percent. Renters paying 35 percent or more of their monthly household income for monthly rent increased by 45 percent during the same time, going from 33 percent to 47 percent of households.

In spite of the volatility of the housing market during the past decade, construction of new single-family homes dominated the market. In 1990, slightly less than half of the housing units in Las Vegas were single-family. By 2010 approximately 60 percent of the housing units in the City were single-family. Between 1990 and 2010, nearly 70 percent of the dwelling units constructed in the City were single-family.

Housing conditions within Las Vegas today mirror those in many other cities within the United States, i.e., a housing stock within a central core that is aging and possibly deteriorating (the "Re-urbanization" area); adjacent inner ring neighborhoods that contain pockets of housing in need of rehabilitation (the "Neighborhood Revitalization" area); and large expanses of single-family neighborhoods of stable condition, fringed by areas of the city containing a large number of recently constructed housing units (the "Newly DevelopingAreas").

It is a safe assumption that the majority of housing units in Las Vegas are in decent condition. This is due primarily to the age of the housing stock. Approximately 54 percent of the housing units in the City have been built since 1990. Nearly three-fourths of the housing stock has been built since 1980. Only about one out of six housing units in Las Vegas is more than 40 years old. However, in the Neighborhood Revitalization Area 41 percent of the housing units were built before 1970. In the Reurbanization Area 35 percent of the housing units were built before

1970. When high rise condominiums, built between 2005 and 2008 are factored out, the figure increases to 49 percent. Given the rate of "older" homes in these areas, the likelihood of housing units in need of rehabilitation is increased.

Statistics show that within the City there are pockets of distressed housing (based on age of housing stock, overcrowding, or adequacy of plumbing facilities). This pattern is occurring particularly within the Re-urbanization and Neighborhood Revitalization districts of the City. As an example, the 2010 Census concluded that the area east of Downtown had approximately 14 percent of its housing units considered overcrowded (contain greater than one person per room). This contrasts strongly with a citywide 4.5 percent of all units. This same area has 0.7 percent of its housing units lacking complete plumbing facilities, whereas overall within the City, 0.6 percent are inadequate in this respect.

These examples help to substantiate the conclusion that while efforts are necessary to stabilize and the improve the condition of housing within some older parts of the City, overall, the housing stock is decent, code compliant, safe and affordable.

STATUTORY CONFORMANCE

INTRODUCTION

The approach taken within the Housing Element is to address housing policy on two levels. First, a primary objective of this document is to meet the requirements of a housing plan as outlined in Nevada Revised Statutes (NRS), section 278.160. This is the portion of the NRS that was revised as a result of the passage of Assembly Bill 439 passed in 2007, as described under the "State Housing Policy" section of this Element. Much of the NRS requirements are addressed in the Consolidated Plan (Con Plan) 2010-2015. The Con Plan presents the city of Las Vegas strategies for the use of U.S. Department of Housing and Urban Development (HUD) formula grant program funding. NRS requirements and the Con Plan are the focus of this section and, therefore, will be referenced throughout.

Housing policy is addressed on a second level within this document by establishing the implementation strategies with respect to housing issues of the Las Vegas 2020 Master Plan's goals, objectives and policies. If the City develops and implements policies and actions that address the design of neighborhoods, encourages a mix of housing types and price ranges, relates job centers to residential areas, and integrates parks, schools and neighborhood-serving commercial within the neighborhoods, then these are actions that will ultimately decide neighborhood safety, transportation choice and traffic congestion, air and water quality, and recreation and education opportunities. Through solutions to these quality of life issues, the design of Las Vegas neighborhoods defines the future character and livability of the entire community.

The vision statement in the Master Plan is centered on opportunity: opportunity through diversity and choice. The implementation strategies in this Housing Element are focused on providing a range of housing options, neighborhood amenities and location alternatives for all citizens in Las Vegas. The intent is to guarantee the enduring value of housing and the long-term livability of all neighborhoods.

FEDERAL HOUSING POLICY

When initially developed, federal housing programs had the intended goal of providing a decent home and a suitable environment for every U.S. family. Housing policies aimed at achieving this broadly stated goal are primarily centered on affordability and neighborhood preservation. The bulk of U.S. housing policy is administered through the Department of Housing and Urban Development (HUD). For the city of Las Vegas, the Con Plan determines housing policy and insures compliance with HUD requirements. The Con Plan has a five-year planning horizon and consists of four main components: Housing Plan, Continuum of Care for the Homeless, Non-Housing Community Development Plan and an Action Plan. Each year the City's Neighborhood Development Division is required to submit an Action Plan that lists the activities to be undertaken for the Plan year, along with other actions that address obstacles to meeting underserved needs.

STATE HOUSING POLICY

The Nevada Revised Statutes (NRS) adopted by the Nevada State Legislature in 2001, made effective in 2002, and updated in 2011, govern the subject matter of the master plan. Subsection 4 of NRS 278.150(4) states

> *In counties whose population is 700,000 or more, the governing body of the city or county shall adopt a master plan for all of the city or county that must address each of the subjects set forth in subsection (1) of NRS 278.160.*

The subject matter of the master plan in NRS 278.160 states:

> *Except as otherwise provided in Subsection 4 of NRS 278.150 and Subsection 3 of NRS 278.170, the master plan, with the accompanying charts, drawings, diagrams, schedules and reports, may include such of the following subject matter or portions thereof as are appropriate to the city, county or region, and as may be made the basis for the physical development thereof.*

Among the elements to be included in the master plan as required by NRS is a Housing Plan, adopted by the Nevada Legislature in 1991:

(f) *Housing Plan. The housing plan must include, without limitation:*

(1) An inventory of housing conditions, needs and plans and procedures for improving housing standards and for providing adequate housing to individuals and families in the community, regardless of income level.

(2) An inventory of existing affordable housing in the community, including, without limitation, housing that is available to rent or own, housing that is subsidized either directly or indirectly by this State, an agency or political subdivision of this State , or the Federal Government or an agency of the Federal Government, and housing that is accessible to persons with disabilities

(3) An analysis of projected growth and the demographic characteristics of the community.
(4) A determination of the present and prospective need for affordable housing in the community.
(5) An analysis of any impediments to the development of affordable housing and the development of policies to mitigate those impediments
(6) An analysis of the characteristics of the land that is suitable for residential development. The analysis must include, without limitation:
(I) A determination of whether the existing infrastructure is sufficient to sustain the current needs and projected growth of the community; and
(II) An inventory of available parcels that are suitable for residential development and any zoning, environmental and other land-use planning restrictions that affect such parcels.
(7) An analysis of the needs and appropriate methods for the construction of affordable housing or the conversion or rehabilitation of existing housing to affordable housing.
(8) A plan for maintaining and developing affordable housing to meet the housing needs of the community for a period of at least 5 years.

Preparation and adoption of this Housing Element fulfills the City's statutory obligation to include a housing plan in its Master Plan.

Many of the required conditions have been adequately addressed in the Con Plan by the City's Neighborhood Development Division. Following is a brief summary of the eight required housing plan items.

INVENTORY OF HOUSING CONDITIONS

Table 1 shows the number and percentage of households that experienced housing problems in the City. The definitions of housing problems come from HUD. A dwelling is considered "inadequate" if it has incomplete plumbing or kitchen facilities, structural problems (e.g., cracked walls, leaking roof, broken plaster), deficiencies in common areas (stairwells, hallways), or unsafe heating or electrical systems. A dwelling is "crowded" if there is more than an average of one person per room. A household is "cost-burdened" if it spends more than 30 percent of its gross income on housing.

Table 1. Housing Conditions in the City of Las Vegas

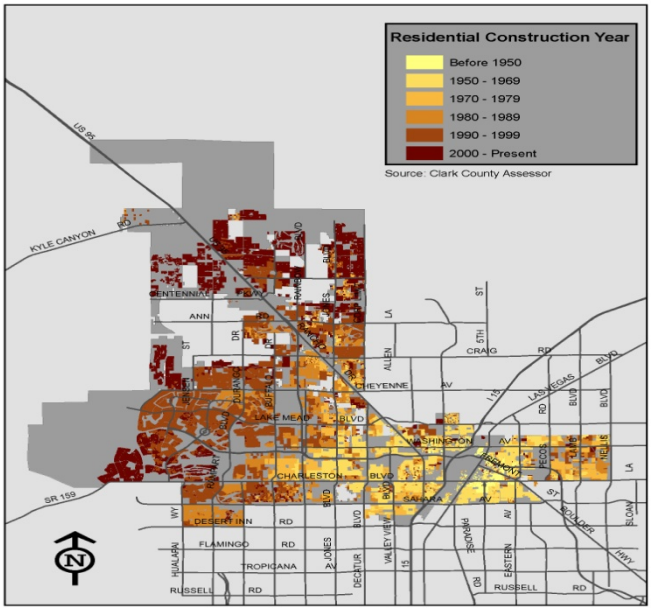
	Las Vegas		
	Owner Occupied	Renter Occupied	Percent U.S.
Percent Built Before 1960	5.8%	5.9%	31.2%
Percent Built Since 1980	77.3%	70.5%	41.1%
Percent Inadequate	2.5%	8.5%	N/A
Percent Overcrowded, >one occupant per room	2.4%	7.3%	3.1%
Percent Cost-Burdened, 30% or more for housing	48.2%	53.8%	43.0%

Source: U.S. Census Bureau, 2010 American Community Survey

The data that was used to determine housing conditions was obtained from the 2010 U.S. Census and the U.S. Census Bureau's 2010 American Community Survey. In terms of housing adequacy, the data is the most current and reliable available. Because the City has adopted construction codes that must be adhered to during the construction and continued maintenance of housing units within the City, all units built since the 1940s and 1950s can be assumed adequate, with the exception of a small number of units that have been neglected and have fallen into disrepair to the point of being considered inadequate as defined by HUD. However, the Building and Safety Department has been enforcing the Uniform Building Code, National Electrical Code, Uniform Plumbing Code, Uniform Mechanical Code, and the Uniform Housing Code, since these codes were adopted by the City in the 1950's and some as early as 1945. Over 95 percent of all dwelling units in Las Vegas have been constructed since 1955.

Therefore, one can assume that the majority of residential dwelling units built since the 1950's meet acceptable standards. In fact, there may be even fewer inadequate units in the City today than what was reported in the 2000 Census because of the efforts of the Building and Safety Department and the NDD. It can be further assumed that the relative percentage of inadequate units to good quality units is even lower today than in 2000, due to the large number of new units, virtually all of which should be code compliant, constructed during the building boom of the last decade.

Map 1. Residential Construction Year



Nonetheless, to determine the adequacy of dwelling units in terms of cracked walls, leaking roofs, broken plaster, common area deficiencies and so on, the City should conduct a survey. Such surveys are costly and time consuming, and the City currently does not have the necessary funds in its budget to conduct a housing conditions survey.

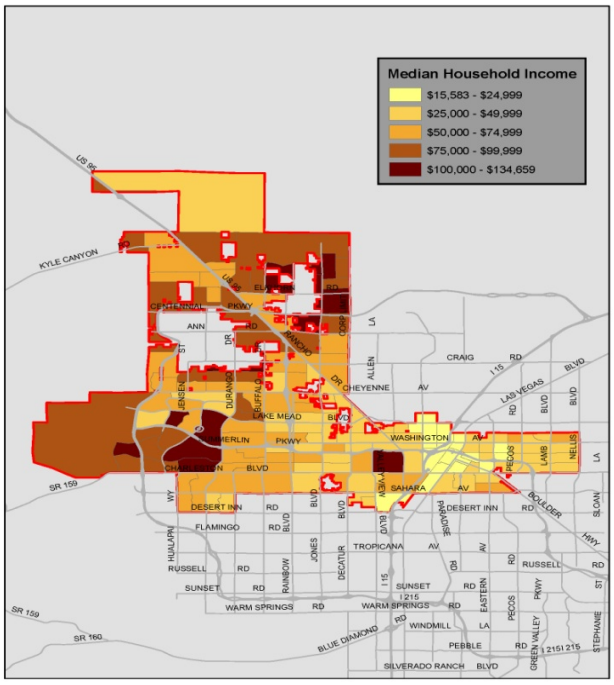
The "overcrowded" and "cost-burdened" numbers reported in Table 1 are for renter-occupied and owner-occupied households equal to or greater than 30 percent of household income. Renter households are more than three times likelier to be overcrowded than their owner

occupied counterparts. According to the Census data cost-burdened renter households outnumber owner-occupied households. Nearly 54 percent of renter households were paying more than 30 percent of their income on housing, compared to 48 percent of owner occupied households. Map 2 illustrates Median Household Income ranges across the city.

INVENTORY OF AFFORDABLE HOUSING

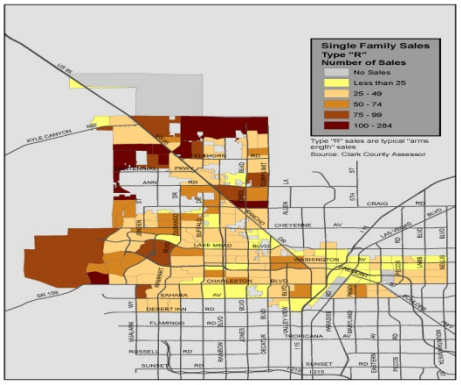
The Con Plan documents over 880 "Special Needs" units (elderly, physically disabled, mentally ill, persons with HIV/AIDS) in the City. The City also has more than 5,000 units available under various assisted living programs, managed by the Southern Nevada Regional Housing Authority. In addition, the City has over 200 units being developed under public/private partnerships. These projects provide examples of creative solutions to providing affordable, safe dwelling units to meet the needs of the community.

Map 2. Median Household Income

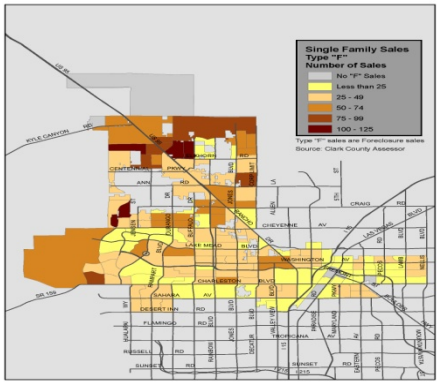


NRS 278.0105 defines affordable housing as anything affordable to a family making less than or equal to 110 percent of the Median Family Income (MFI). In 2010, the Census Bureau's MFI in Las Vegas was placed at $62,355 per year. Using an interest rate of 5 percent and a 30 percent cost burden, this income would support a monthly payment (principal and interest) of $1,559 per month and be sufficient to purchase a home valued at $290,390. An income at 110 percent of MFI would purchase a house valued at $319,429. Over 94 percent of all single-family dwelling units sold in the City during the past year are affordable to households making 110 percent of MFI or less. However, there could be gaps in affordable housing at different levels of household income.

Map 3. Single-family Sales, Type “R”

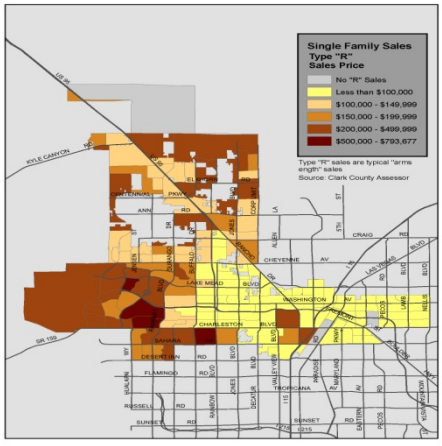


Map 4. Single-family Sales, Type “F”



Maps 3 and 4 show the distribution of single-family home sales during the past year in Las Vegas for “R” sales and “F” sales, respectively. Type “R” sales are traditional, arms-length transactions. Type “F” sales are foreclosure sales. The State of Nevada has the highest rate of foreclosures in the country. Las Vegas is considered the driving force behind that ranking. Between 2004 and 2011, there were 51,000 “R” sales in Las Vegas. During that same time there were 20,000 “F” sales. Also, during the past four years, foreclosure sales have increased by 3000 percent, going from 172 in 2007 to 5,363 in 2011. They peaked in 2009 at 6,295. Foreclosure sales may have decreased in 2011 and may continue to decrease in 2012 due to a sharp increase in “short sales.” A short sale is one where the home owner and his lender agree to sell the home for less than is currently owed on the mortgage. The Debt Foregiveness Act of 2007, allows a homeowner to exclude income from the discharge of debt on their principal residence from their income taxes. As of the writing of this document, the act is scheduled to expire on December 31st, 2012 unless extended by the Federal Government. Hence the rush by home owners to complete the short sale process in 2012.

Map 5. Single-family Sales Price, Type “R”



Map 6. Single-family Sales Price, Type “F”

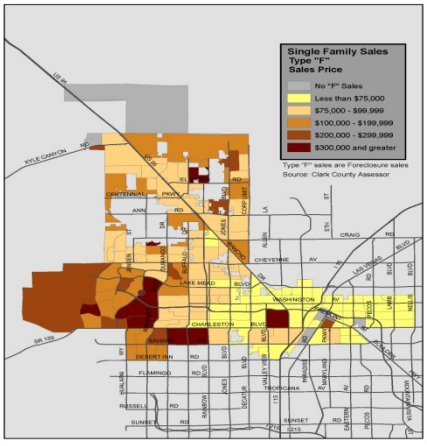


Table 2 shows income categories and the price ranges of homes sold within those categories at different interest rates. Table 3 shows the range of prices at the various interest rates and the

percentage of homes sold within each range. According to the data, approximately half of the single-family homes sold in 2011 sold for less than $118,595. Additionally, one-fourth of the homes sold were sold for less than $75,000. These numbers indicate a housing market where a good many homes are affordable even to lower income households. The problem for many in the current Las Vegas housing market is not so much the selling price of homes, but credit worthiness and/or the ability to accumulate the required down payment. Nevada residents have the lowest average credit score in the country. The state also had the highest rate of bankruptcies in the nation in 2011 at nine per 1,000 residents. The most telling statistic perhaps is the foreclosure rate for Nevada. The state is number one in terms of foreclosures. In Nevada one of every 115 households either is or was in foreclosure, approximately twice the rate of the closest state. These data combine to make purchasing a home difficult for many Nevadans and Las Vegas residents.

Table 2. Maximum Affordable Housing Cost

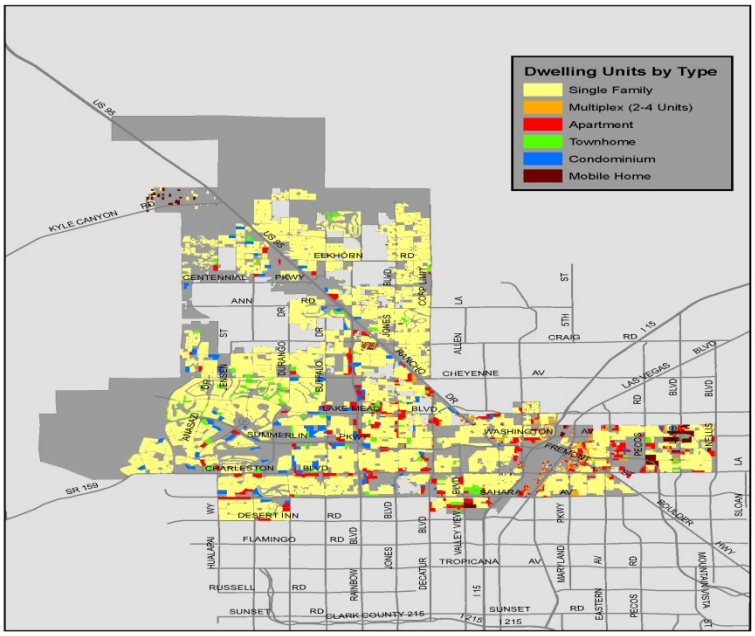
Income Level	Interest Rate				
	3.0%	3.5%	4.0%	4.5%	5.0%
$20,000 or Less	Less than $118,595	Less than $104,731	Less than $93,141	Less than $83,396	Less than $75,154
$20,001 - $40,000	$118,596 - $237,189	$104,732 - $209,461	$93,142 - $186,280	$83,397 - $166,792	$75,155 - $150,308
$40,001 - $60,000	$237,190 - $355,784	$209,462 - $314,192	$186,281 - $279,421	$166,793 - $250,188	$150,309 - $225,462

Table 3. Percent of Homes Sold in Price Range

SF Home Price	Less than $118,595	Less than $104,731	Less than $93,141	Less than $83,396	Less than $75,154
% Sold in range	49.8%	42.0%	36.1%	29.6%	24.9%
SF Home Price	$118,596 - $237,189	$104,732 - $209,461	$93,142 - $186,280	$83,397 - $166,792	$75,155 - $150,308
% Sold in range	37.5%	40.7%	42.4%	43.6%	42.3%
SF Home Price	$237,190 - $355,784	$209,462 - $314,192	$186,281 - $279,421	$166,793 - $250,188	$150,309 - $225,462
% Sold in range	8.4%	11.4%	13.1%	15.9%	18.7%

Source: Clark County Assessor's Office

Map 7. Distribution of Dwelling Units by Type



DEMOGRAPHIC CHARACTERISTICS OF THE COMMUNITY

The city of Las Vegas has a history of rapid population growth, fueled primarily by migration. Migrants to the City account for nearly 80 percent of the population increase annually. The City's population increased by more than 93,000 in the 1980s, added 225,000 during the 1990's and 105,000 residents since 2000. Las Vegas climbed the ranks of large cities in the U.S., growing from 63rd largest in 1990 to 37th in 2000. By 2010, Las Vegas was the 30th largest city in the country. As of July 1st, 2010, Las Vegas had 240,777 housing units. There were 48,000 more housing units in the City than in 2000 for an over-all increase of 25 percent. In 2000, 57.4 percent of the units were single-family, reflecting a trend that has seen a larger share of single-family units being constructed in the City. By 2010, that number increased to 60 percent.

Home ownership rates climbed steadily in Las Vegas for many years. In 1970, 44 percent of residents owned their home. By 1990 that figure had grown to 52 percent. Home ownership reached 59 percent in 2000 and peaked at 62 percent in 2006. The economic recession, which caused numerous homes to go into foreclosure, resulted in the rate of home ownership declining to 57 percent in 2010. For a more detailed treatment of demographic trends in the City, please see the Las Vegas 2020 Master Plan Population Element.

CURRENT AND PROSPECTIVE NEED FOR AFFORDABLE HOUSING IN LAS VEGAS

Based on the definition of affordable housing in the NRS, combined with information in Tables 2 and 3, the supply of affordable units is adequate at all income levels. As shown in these tables, approximately half of the housing units sold in 2011 were sold at a price that would be affordable to those in the lowest income ranges. The decline in housing prices that has been occurring since 2008 has slowed recently. At a reasonable, healthy rate of appreciation of 2-3 percent annually, housing in Las Vegas will continue to be affordable. A home currently valued at $120,000 will be worth between $146,280 and $161,270 at those rates in ten years.

IMPEDIMENTS TO DEVELOPMENT OF AFFORDABLE HOUSING

Impediments to the development of affordable housing include but are not limited to the following:

- Citizen Review – Required public hearings before public entities such as Planning Commission and City council to allow public comment on proposed affordable housing projects add to the processing time and ultimately to the project's final cost. Affordable and special needs housing development goes through the standard development review process. Sometimes during this process citizen concerns arise that are often based on fears regarding the believed characteristics of potential residents or the housing's characteristics or perceived impact (e.g. housing density or impact on neighboring housing). These concerns on the part of citizens often result in a delay of action by the local decision making body.
- Community support – There has been traditionally minimal support for affordable housing development in Southern Nevada. There have been problems with the "Not in my backyard" or NIMBYism among residents of established neighborhoods who fear affordable housing and higher densities. Housing advocacy groups, non-profit organizations and the jurisdictions themselves are involved in raising public awareness regarding the shortage of affordable housing and the reality of affordable housing in an effort to reduce citizen concerns.
- Financing for Home Ownership – due to the economic crisis facing the nation as a whole and the city of Las Vegas specifically, the financing of a home has become increasingly challenging. The credit crunch of 2009 and 2010 has made it extremely difficult for individuals to qualify to purchase homes. Programs such as the Neighborhood Stabilization Plan will assist the City through the development of programs that will reduce the number of abandoned and vacant homes from our existing housing stock that than constructing more housing in an already saturated market.
- Permit and Plans Review Time - The review process itself can increase costs by virtue of the amount of time and money it takes for a developer to receive approval. This results from staff review of a development proposal in addition to any required public hearings. The City plans check process includes the following departments: Planning, Building and Safety, Business Development, Fire Services, and Public Works. Plan review time is dependent upon the size and complexity of the project. The department makes every effort to review plans as quickly as possible. Several options, such as Express Plans Review are available to expedite this process. Again, much depends on the quality and completeness of the original submission and response time in correcting problems.

- Permit Processing Fees – The City has a full cost recovery policy for processing development applications and these fees are not considered burdensome. Using the average square footage for a single family home, 2099 square feet, for the Las Vegas Metropolitan Area (Source: Southern Nevada Homebuilders Association), the total developments fees for an average single-family home in the City is approximately $5,000. These processing fees are added to the cost of the housing and thus passed on to the end user. Building department and public works fees are imposed on all developments with no waivers or reduced fees available for affordable housing developments.
- Water Fees – The Las Vegas Valley Water District imposed a regional connection fee for new water hook-ups in 1996. Phased in over two years, the single-family fee went from $1,000 tin 1996 to $3,400 in 1998 and the multi-family fee went from $6,290 in 1996 to $21,380 in 1998. Then in 2000, the water fees were again increased and were phased in over four years. The fee per apartment unit in 2000 was $1,288 and was increased to match the residential fee of $2,136 per unit in 2004. This has placed a substantial cost increase on the development of affordable housing, which is generally multi-family. In 1996, the water fees for a 216 unit apartment development were slightly under $25,000. In 2000, the same apartment complex would have paid $278,208 in water fees. In 2004, the connection fees for the same 216 unit development were $461,376. Today, the connection fees are approximately $500,000.

ANALYSIS OF THE CHARACTERISTICS OF LAND MOST SUITABLE FOR DEVELOPMENT OF AFFORDABLE HOUSING

The type and location of residential uses that are found throughout the City are determined in the Las Vegas 2020 Master Plan. Each of these land use classifications has related zoning classifications that regulate the type and density of residential development. Currently, a wide range of housing densities are planned throughout the City, from the “Desert Rural” land use classification at up to two units per acre to the “High Density Residential” land use classification with a minimum requirement of 25 units per acre. The Master Plan has designated 43,185 acres of land for residential purposes.

There are 23,825 acres of vacant land within the City. Approximately 11,000 of those vacant acres are designated for residential purposes. Nearly three-fourths of the vacant land within the City is in the Newly Developing Area. Conversely, less than one percent of the vacant land in the City is located within the Reurbanization Area and about three percent in the Revitalization Area. In most areas of the City, vacant residential land constitutes approximately half of the future land use. However, in the Reurbanization Area it comprises 65 percent of the future land use. It should be noted that the only residential land use in this area is zoned Mixed Use (MXU) which normally contains a commercial component integrated with the housing component.

Given the desire to create mixed-use urban village environments at major arterial hubs, in the Centennial Hills Town Center and Downtown, units affordable to families making 120 percent of Median Family Income (MFI) will continue to be dispersed throughout the City. Additionally, new dwelling units affordable to households making much less than 120 percent of MFI should also come online if the policies in this Housing Element are implemented. The Master Plan encourages mixing residential units by type and cost, as well as interspersing them with neighborhood-serving commercial uses, to create vibrant, diverse neighborhoods.

As important as developable land to residential development is the provision and maintenance of public infrastructure. As of the writing of this document, public infrastructure extends to the furthest developments within the City. While the city of Las Vegas does not encourage "Leapfrog Development," there are no impediments to the continued extension of infrastructure to currently undeveloped areas such as the western portion of Summerlin and the area north of Moccasin Road. Existing City facilities will meet the needs of future population growth. For example, the City's water treatment plant has a daily capacity of 102 million gallons per day (MGD). The current demand for treatment is 66 MGD, less than two-thirds the facilities capacity.

Other elements of the Las Vegas 2020 Master Plan, such as the Transportation, Streets & Highways Element and the Public Services & Facilities Element, as well as the City's Capital Improvement Projects Integration Plan, provide greater detail as to the City's infrastructure provision.

AN ANALYSIS OF THE NEEDS AND APPROPRIATE METHODS FOR CREATING AFFORDABLE UNITS THROUGH DEVELOPMENT OR REHABILITATION

The Con Plan and Analysis of Impediments provide a detailed Strategic Plan for addressing the affordable housing needs based on cost burden and/or overcrowded conditions for extremely low-income, low-income and moderate-income renter and owner-occupied households. The Plan includes building or rehabilitating renter units, including mixed-income complexes, scattered sites, or existing developments. It also includes over 4,000 Section 8 vouchers for rental housing provided by the Southern Nevada Regional Housing Authority. This Strategic Plan creates opportunities for homeownership through the development or rehabilitation of 300 owner-occupied units, along with down-payment assistance for qualified households, over the five-year Con Plan horizon.

A PLAN FOR MAINTAINING AND DEVELOPING AFFORDABLE HOUSING

The Con Plan is designed with a series of objectives intended to be achieved over a five-year time horizon. These objectives are implemented through an annual Action Plan. Each year the City prepares such an Action Plan. The Action Plan allocates funds to specific projects that implement the objectives in the Con Plan. For example, Action Plan 2012-2013 allocated nearly $6,000,000 to a number of projects, including: senior rentals, owner-occupied rehabilitations, down payment assistance to qualified home buyers, and construction of affordable townhome units. The Action Plan also identifies other funding sources and opportunities to leverage federal and state housing funds. The money is allocated to projects that meet the housing and community development needs identified in the Con Plan.

IMPLEMENTATION STRATEGIES

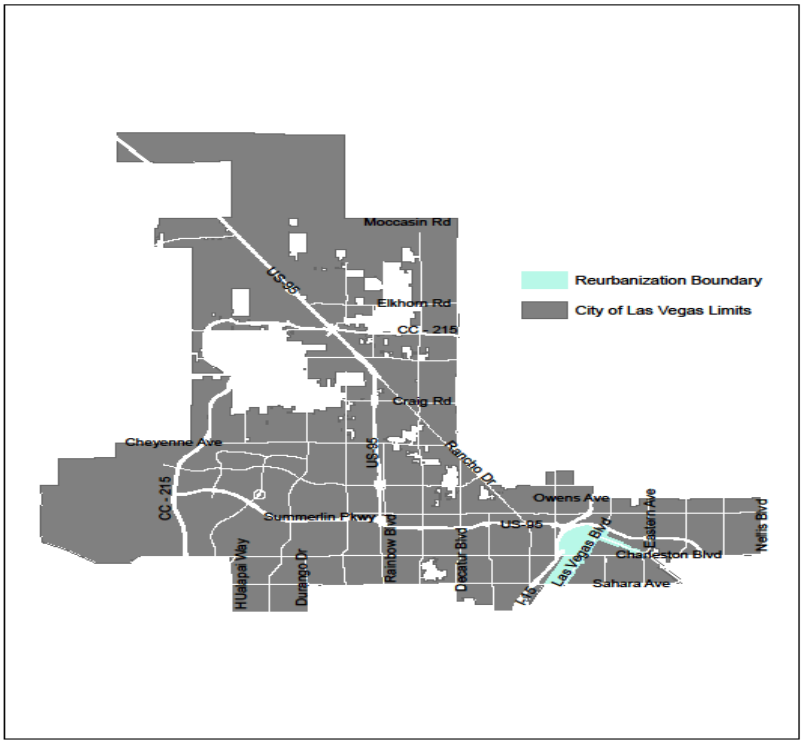
The Las Vegas 2020 Master Plan contains certain geographically specific sets of goals, objectives and policies. The implementation strategies focus on three districts prescribed by the Las Vegas 2020 Master Plan. These sets include Re-urbanization, directed at the Downtown Las Vegas area, Neighborhood Revitalization, directed at the central city neighborhoods in the older part of the City, and Newly Developing Areas, directed at the new growth areas north of Cheyenne Avenue. A comprehensive list of the specific action for each of the strategies can be found within the Implementation subsection and the Appendix.

RE-URBANIZATION

INTRODUCTION

Re-urbanization means creating a vibrant, urban environment at the core of the city where people choose to live, work, and play. Establishing a mix of housing along with shops, parks, and educational and cultural amenities is the key to the City's redevelopment efforts. Urban housing will provide a steady client base for services, shops, entertainment and restaurants, allowing the Downtown to become a cultural and economic center for the entire community. Map 8 below illustrates the boundaries of the area affected by Re-urbanization policies.

Map 8. Re-urbanization Area



Downtown Districts

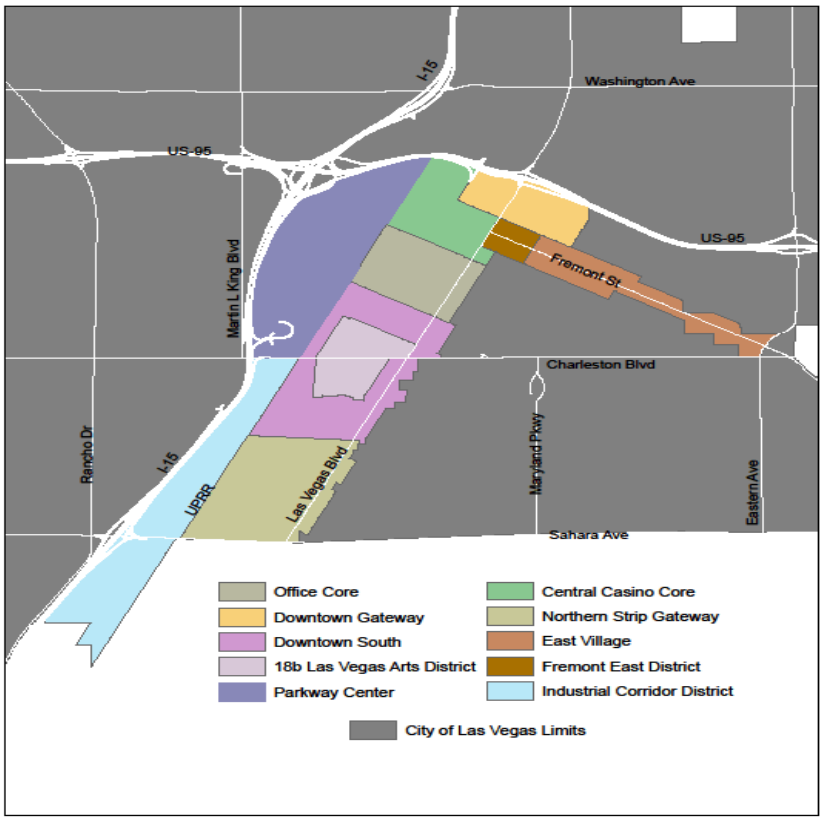
The success of downtowns across the country has often depended upon the integration of a successful residential community in, among, and adjacent to the downtown area. Las Vegas has a great opportunity to integrate a stronger residential community into the future of Downtown Las Vegas by building upon the existing infrastructure already in place.

The creation and strengthening of successful, high-quality neighborhoods are essential. Successful neighborhoods need more than just the development of housing types that may focus inwardly without integrating to the physical and social structure of the surrounding community. Creating a successful neighborhood includes improved police protection, sufficient park space, schools, community centers, shopping, and other similar uses.

The successful integration of residential development into Downtown Las Vegas will require focusing on efforts in specific areas, establishing critical mass, and then transitioning to other areas one zone at a time. Individual successes will build upon the previous effort, and the whole of the community will be built over time, utilizing the momentum gained from the earlier successes.

For the purposes of the Downtown Centennial Plan (Map 9), Downtown Las Vegas has been divided into ten distinct and recognizable districts (refer to the Downtown Centennial Plan to see these districts). Each district has a particular variety of land uses, density, and urban character demonstrated by the existing building fabric it contains and the redevelopment opportunities it presents. All districts are small enough to be walkable enclaves unto themselves, yet the continuity of general design standards and streetscape design will weave them together into a continuous downtown urban experience.

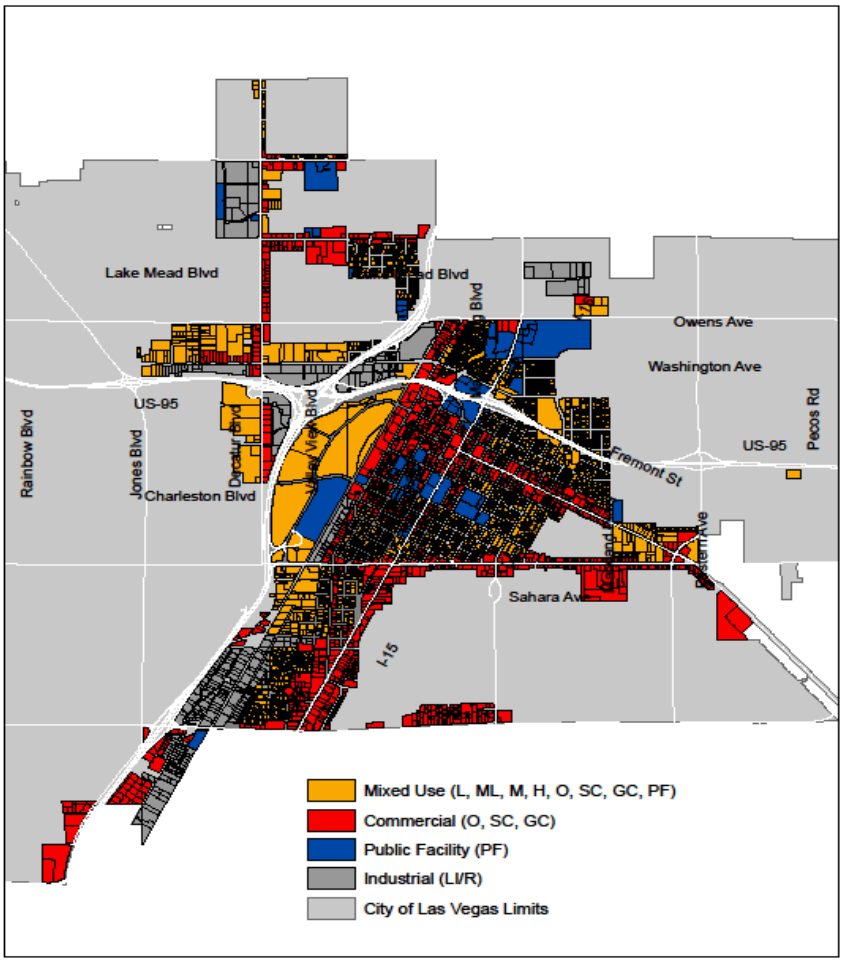
Map 9. Downtown Centennial Plan Boundary



Downtown Redevelopment Area

The Economic and Urban Development (EUD) Department coordinates new development and redevelopment throughout the city of Las Vegas, with an emphasis on the downtown area. It works to increase and diversify the City's economic base through business attraction, retention and expansion programs. The EUD works with the City's Redevelopment Agency on day-to-day operations, as well as long-term strategic goals.

Map 10. Downtown Redevelopment Plan Boundary



The downtown area has seen resurgence in commercial developments such as the:

- World Market Center (1.2 million square feet);
- Las Vegas Premium Outlet Mall (737,542 square feet);
- Smith Center for the Performing Arts;
- Museum of Organized Crime and Law Enforcement ("Mob Museum");
- Resnick's Grocery Store (downtown's first urban market);
- Plaza Hotel's 1,037 room and casino renovation;
- Fremont East District's mixture of bars, clubs and cafes;
- Zappos corporate headquarters relocating to the old City Hall building.

Although there has been increased commercial development in the downtown area, the economic downturn has had a negative impact on the real estate market. Consequently, a number of entitled mixed-use condominium projects have either been put on hold or been

abandoned all together. Of the number of mixed-use condominiums projects entitled, only four were developed in the downtown area between 2005 and 2008:

- Soho Lofts - 15 story, 120 condominium units with 4,000 square feet of commercial ground floor space;
- Streamline Condos - 22 story, 251 condominium units with 24,000 square feet of commercial ground floor space;
- Juhl - 15 story, 344 condominium unit with 8,600 square feet of commercial ground floor space;
- Newport Lofts - 22 story, 168 condominium units with 6,159 square feet of commercial ground floor space.

INSERT A PICTURE OF ONE OF THE FOUR CONDOS

The City has attempted to alleviate barriers to developing within the Redevelopment Area through ordinance changes and assigning staff to work directly with prospective businesses. The Economic and Urban Development Department has implemented the Fast-track program to assist prospective businesses with the processing of entitlements and permits within the Redevelopment Area.

The City's Live-Work Ordinance (Ord. #99-61) allows owners and operators of businesses to occupy joint living and work quarters in commercial and industrial areas where other types of residential uses are inappropriate. Allowing Live/Work units will contribute to the vitality of commercial and industrial areas, assist in reducing vehicular traffic, and allow for a greater spectrum of housing types within the City. This Overlay zone is intended to encourage mixed-use development and to bring a larger residential population to the Downtown, which will in turn support more service commercial uses in the Downtown area.

Open Spaces, Civic Institutions, & Urban Pathways

Other prominent American cities are often, at least in part, identified with their public open spaces and the relationship of dense urban housing to such open spaces. The image of New York City is that of tall, high-rise apartment buildings lining Central Park, and block after block of brownstones lining the side streets leading to the park, or Georgian townhouse apartments lining Washington Square. Philadelphia has Rittenhouse Square, Boston has the Commons, and Washington D.C. has Du Pont Circle, all framed by mid-rise and high-rise apartment buildings. For Downtown Las Vegas to be truly successful building dense urban housing developments, it must also provide those amenities, especially public open space, that will support and enhance new townhouses and courtyard apartments.[1]

The downtown area currently has a dearth of open space areas. The downtown area currently has two plazas. The .62 acre Centennial Plaza located off of 4th Street near Lewis Avenue, adjacent to the Fifth Street School features 30 ash trees, benches, decorative concrete and lighting. It is designed with spacious areas that can be used for cultural programming, entertainment and more. The other is Boulder Plaza, located on Boulder Avenue between Main Street and Casino Center Boulevard. The park amenities for the site include walkways, plaza, landscaping, decorative flags and a sculpture garden.

[1] City of Las Vegas Parks & Recreation Element

INSERT A PICTURE OF A PARK

The Symphony Park Design Standards calls for a two-acre park in the heart of the 61 acres of Symphony Park. The park is envisioned as a beautifully landscaped area that will host outdoor concerts, art shows and other outdoor festivals. Adjacent to the downtown park are the parcels designated for residential use. The Plan further illustrates the development of a variety of urban residences, offering a wide range of housing, including low, mid and high-rise condominiums, town homes, live/work residences and apartments in varied price ranges.

Parks are an important amenity piece for an urban setting. However, providing multiple avenues for travel and interconnecting them with residential, commercial and public space is imperative for the vitality of a downtown. Urban pathways are trails for biking and walking, which when connected to a larger network of bicycle and pedestrian infrastructure, permit users to access trails from their home or workplace and safely reach community destinations. Planning and designing urban pathways within the context of other city planning efforts can better integrate pathways into the city's transportation and open space network, providing more opportunities for active transportation and recreation.[2]

The city of Las Vegas has made it a priority to enhance the urban pathways of the downtown area. A downtown urban pathways corridor, linking key cultural and entertainment uses and the Bus Rapid Transit linking the Strip through to downtown has both added a new convenient travel linkage for residents and tourists alike. This priority has comprised a total investiture of 170 million dollars on downtown public infrastructure projects between 2006 and 2012. In addition to the roadway and landscape improvements for Bus Rapid Transit, the City has rebuilt the 4th Street corridor with palm trees and wide decorative sidewalks. Lewis Avenue has been transformed into a tranquil urban pathway and Las Vegas Boulevard has been beautified with a landscaped median from one end of downtown to the other. This stretch of roadway has also been designated a State of Nevada Scenic Byway. The City continues to plan for the future and will support private development with additional right-of-way and streetscape improvements.

Homeless Corridor

The establishment and validation of the so-called “Homeless Corridor” north of US 95 between Main Street and Las Vegas Boulevard by previous City administrations has, in part, been detrimental to the City’s Downtown redevelopment efforts and especially its ability to attract market-rate and middle-income housing development within the Downtown area. The city of Las Vegas currently bears more than it’s pro rata share of the Las Vegas Valley’s homeless population within its borders. This population of homeless persons is concentrated in the Downtown area. Long-term regional solutions are necessary to remedy the homeless situation, bring those homeless persons capable of becoming productive citizens back into working society, and care for those who cannot care for themselves.

The city of Las Vegas *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* was completed in March, 2006 by the City’s Neighborhood Services Department 10-Year Planning Committee. The City’s 10-year plan was completed in partnership with the Southern

[2] Rails-to Trails Conservancy Urban Pathways to Healthy Neighborhoods.. Retrieved August 27., 2011, from http://www.railstotrails.org/resources/documents/ourWork/PromotingTrailUse/UPI/Urban%20Pathways%20to%20Healthy%20Neighborhoods_Connections_letter.pdf

Nevada Regional Homeless and Housing Plan. The City's 10-year plan outlines the following strategies and action steps for reducing and ending homelessness:

- *Promote interagency coordination of human service delivery programs*
- *Increase the availability of stable and sustainable housing*
- *Enhance coordination between non-profit organizations and government*
- *Prevent individuals and families from becoming homeless*
- *Provide seamless client services through effective partnerships*
- *Foster self-sufficiency through access to education, training, and employment opportunities.*
- *Facilitate the transition from homelessness through intensive case management*
- *Increase access to medical, dental, and vision care services*
- *Ensure the availability of basic needs services*
- *Improve availability of mental health services*
- *Improve availability of substance abuse treatment programs*

According to the City's 10-Year plan, over the next 10 years, the City will work towards completing the following outcomes:

- Reduced number of households entering the cycle of homelessness.
- Higher levels of service and customer satisfaction for clients participating in city programs.
- Reduced recidivism rates for ex-offender and chronic inebriates participating in the EVOLVE program and homeless individuals in the municipal court system.
- Increased rates of placement into permanent housing for homeless clients participating in city programs.
- Reduced duplication of services among government entities and non-profit organizations.
- Greater capacity building with partner organizations
- Lower cost and enhanced service delivery for government and service providers.
- Increased perception among the homeless that services are available to assist them.
- Increased employability, job readiness, job placement and retention for at-risk individuals.
- Increased inventory of affordable housing in the Las Vegas valley.
- Perceived improvement in their living situation among formerly homeless individuals.
- Reduced number of homeless crisis situations and homeless interventions.

NEIGHBORHOOD REVITALIZATION

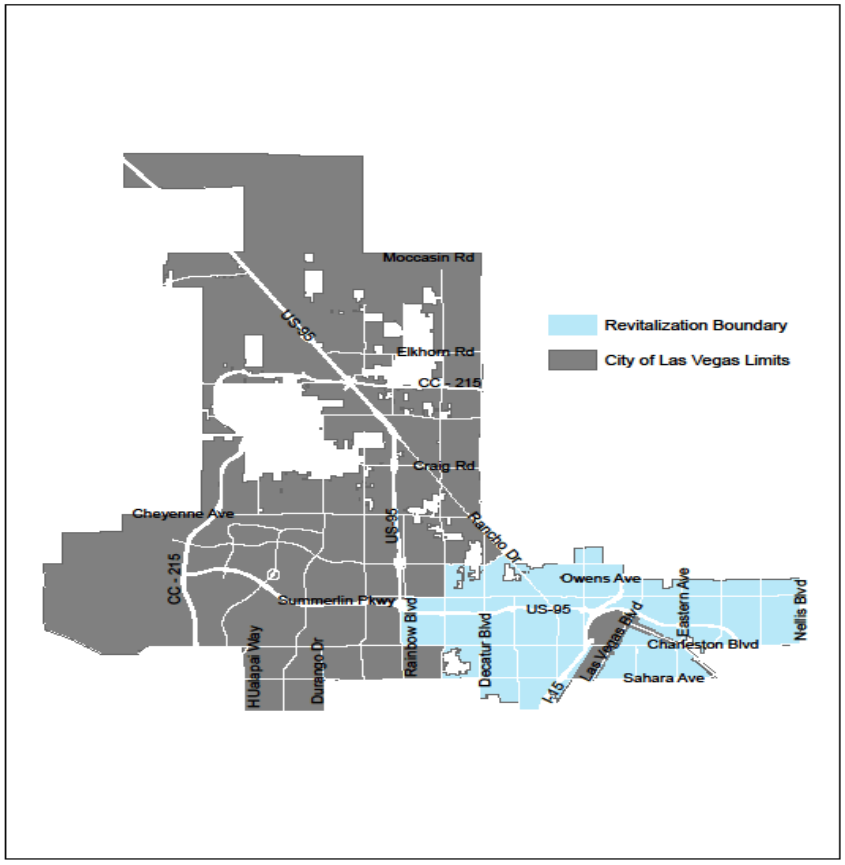
INTRODUCTION

The Neighborhood Revitalization component of the Las Vegas 2020 Master Plan embodies a strategy of halting and reversing the decline of some older areas of the City, which have been impacted by foreclosures, a shift in the land use base and a range of social ills. These may be neighborhoods which require improvements in infrastructure or which have seen increases in property crime, vandalism and graffiti as result of homes foreclosed or abandoned. These neighborhoods may be experiencing greater amounts of through traffic and noise than in the past; the rapid growth of the city is most directly felt in its mature neighborhoods.

To begin to achieve this solution, the Neighborhood Revitalization portion of this Housing Element must create a policy climate in which residential reinvestment at higher densities begins to occur in the central part of the city. The component parts of this new policy paradigm include the encouragement of places that combine work and living activities, that include a focus on walking, biking and transit as real and viable alternatives for home-to-work and shopping trips, and that allow for residential densities that support a comprehensive transit system.

The Master Plan seeks to stabilize and improve those areas that form the heart of the community; protect them from the intrusion of non-residential land uses; and where a transition to incompatible non-residential activities is underway, to integrate these uses in a sensitive and attractive manner. A key component of neighborhood revitalization is the redevelopment of declining commercial centers or vacant land into mixed-use urban hubs, creating a walkable and interesting urban environment. Map 9 below illustrates the boundaries of the area affected by Neighborhood Revitalization policies.

Map 11 - Neighborhood Revitalization Area



PRESERVING NEIGHBORHOODS

If some vacant or underutilized sites in the Neighborhood Revitalization area are redeveloped with denser, mixed-use projects, these more intense developments with larger structures could have negative impacts on adjacent low-density residential areas if not properly designed. Negative impacts can include noise, additional traffic, the blockage of natural light, the imposition of artificial light, and so on. Proper mitigation may include proper siting and massing of the mixed-use structure and sufficient perimeter landscaping. It is anticipated that most new, higher density redevelopment or infill projects within central city locations will be located along primary arterial streets where they can benefit from proximity to transit routes. It will be important, however, to consider the relationship of these developments to adjacent existing low-density residential areas within the interior of these neighborhoods. The City has developed appropriate standards to ensure that such mitigative measures are incorporated into redevelopment projects. These standards are contained within the Unified Development Code and the Downtown Centennial Plan. Pursuant to Title 19.06.040(I) Residential Adjacency Standards and Title 19.08.040(F) Landscape Standards buffering is required for commercial developments adjacent to low-density residential areas.

A neighborhood's identity evolves out of rich and complex interaction between people and their built and natural environments. The form and appearance of the neighborhood have significant impacts on the way people operate within their environment. A wide variety of architectural and streetscape details can be used in neighborhoods to create and foster a sense of neighborhood identity. Entrance signs, features and landscaping, street lighting, sidewalks and other surface treatments are all examples of the many tools that can be used to improve the physical environment and enhance the identity of neighborhoods.

Some of these features would normally occur on private lands, but others require location within public spaces and rights-of-way. Where such elements are to locate on public land, the City needs to develop mechanisms to assist with the financing and construction of these improvements over a period of time. These features need to be easily accessible to neighborhood groups. The Neighborhood Services Department currently administers the Neighborhood Partners Fund and Youth Neighborhood Association Partnership Program, both of which provide competitive funding for neighborhood improvement projects such as entrance signs, features and landscaping.

The role of the City in the regeneration or preservation of older neighborhoods needs to be augmented by the role of the neighborhood residents themselves; ultimately, any effort aimed at neighborhood revitalization will fail if it does not have the support and participation of the residents and property owners in that area. The City, primarily through the Neighborhood Services Department, can and does assist in the creation and empowerment of these neighborhood groups.

The City must make efforts to upgrade and maintain its infrastructure within older parts of the city. This is particularly important in a city with the growth dynamics that characterize Las Vegas in which much attention and effort is focused on the newly emerging neighborhoods on the fringe of the city. City reinvestment in aging infrastructure demonstrates a commitment to these older areas and creates investor confidence in infill projects and new development.

MIXED USE & URBAN HUBS

There are a number of sites within central city areas that are occupied by older commercial developments that are either in a state of decline, with significant vacancy levels, or are substantially vacant. Since most of these sites are in prominent locations along primary arterial streets, they can have negative impacts on the surrounding residential and commercial environment.

The Master Plan seeks to regenerate these sites in a way that is both financially beneficial to the owners and that will create a positive impact on the surrounding community. The concept of the integration of residential and commercial development within these sites offers additional flexibility to the development industry and brings a resident population in close proximity to commercial activities

The Las Vegas 2020 Master Plan identifies a number of intersections around the City, many of which are in the central city area, as potential locations for the development of urban hubs. The concept of an urban hub is that of a concentrated area that offers a wide range of shopping and entertainment activities, integrated with residential development, and developed at a density which would support transit usage and establish the hub as a transit node. The City needs to conduct an urban hub study, which would involve both the establishment of standards for urban

hub development, and an identification of the specific boundaries of the urban hubs identified in the Master Plan.

CREATING WALKABLE COMMUNITIES

Communities with a mix of shops and businesses within easy walking distance from residences are healthier and more vibrant places to live. Residents of a neighborhood which includes a mix of stores and services that are easily accessible using a connected, safe and attractive pedestrian route get as much as 70 extra minutes of physical activity per week and are 25 percent less likely to be overweight than residents of sprawling suburban neighborhoods. Relatively simple changes can bring about long-lasting benefits to the well-being of a community.

Walkable communities that utilize "Complete Streets" are safer and reduce traffic speeds. Complete Streets are designed to maximize the use of public right-of-way to include all modes of transportation. The integration of an attractive pedestrian environment, bicycle lanes and a connected transportation network help to make Complete Streets an integral part of any truly walkable community.

In addition to the health and safety benefits, walkable communities also benefit from increased opportunities for social interaction within the community. Another benefit of walkable communities is that they often have lower crime rates and less petty crime like vandalism than the national average. This is due to more people walking and watching out for the neighborhood, an increased sense of community pride and increases in neighborhood volunteerism. Finally, the environmental benefits of walkability include reduced heat island effects due to less asphalt and more tree coverage and the reduction of carbon emissions from more people choosing to walk rather than drive. All of these elements factor into a community's quality of life and provide long-term stability for the community.

Walkable communities create lasting value in multiple ways. There is the financial value which can be represented by how property in the community retains and even appreciates in value or cost savings that accumulate over time from less need for a motor vehicle. There is also the value resulting from quality of life factors such as improved health due to greater opportunities for exercise and cleaner air, community satisfaction due to more attractive neighborhoods and greater connection amongst neighbors, and time savings due to the convenience and ready access to neighborhood amenities.

A 1999 study by the Urban Land Institute of four new pedestrian-friendly communities determined that homebuyers were willing to pay a $20,000 premium for homes within a walkable community compared to similar houses in surrounding areas. In a study of 94,000 home sales from 15 metropolitan areas, walkability was found to have "a statistically significant positive effect on housing values" for 86 percent of the metropolitan areas studied. The improvement of the jobs/housing balance in the Las Vegas Valley is perhaps the most critical issue in solving a host of secondary problems, including transportation congestion and resulting environmental pollution.

The City has begun the process of creating this climate by developing Walkability Plans in each Ward. These plans provide recommendations for enhancements to the community that will provide a safer, connected, more enjoyable walking and biking environment for accessing community amenities and conducting normal daily activities. The scope includes roadway

improvements, sidewalk widening, bus stop shelters, tree-lined side-walks, installing or improving crosswalks and/or establishing bike lanes.

AGING POPULATION

The concept of market segmentation within new neighborhoods has been successfully used in Las Vegas by local planned community developers. This concept offers a range of housing options within new developments to allow residents to meet their housing needs throughout their lives within one neighborhood.

Providing for a variety of seniors' housing within central city neighborhoods is beneficial from a number of standpoints: it benefits the seniors themselves who wish to remain in a familiar setting, it offers an opportunity for compatible infill projects at an increased density without some of the negative impacts such as increased on-street parking pressures, and it improves the level of casual surveillance for neighborhood security by having people in the neighborhood throughout the day. The City needs to takes steps that will encourage seniors' developments within central city areas as a key component of the revitalization of these neighborhoods.

ENCOURAGE INFILL & REDEVELOPMENT

The city of Las Vegas has experienced one of highest foreclosure and unemployment rates in the nation, which has had a harmful impact on the local economy and tax base. The foreclosure issue has a tremendous impact on the economy as the tax base is supported in part by property taxes, which will be reduced in conjunction with lower property values. Homeowners Associations (HOA) cannot collect monthly HOA dues from foreclosed homes and in turn are unable to financially support the maintenance of their streets and neighborhood amenities resulting in further deterioration of the community. Furthermore, some HOAs are experiencing bankruptcy and looking to the cities to take over maintenance of private streets, parks and other infrastructure.

In response to the growing foreclosure crisis, the Department of Housing and Economic Development authorized the Housing and Economic Recovery Act (HERA) of 2008**,** which established the Neighborhood Stabilization Program (NSP). The intent of the NSP is to address decline in the identified area(s) due to the negative effects of a high number and percentage of homes which have been foreclosed upon, and then stabilize the neighborhood and position it for a sustainable role in a revitalized community. By the purchasing and redevelopment of foreclosed and abandoned homes and residential properties via grant funding, the city of Las Vegas received $14,775,270 in NSP round 1 and an additional $10,450,623 in NSP round 3.

The city of Las Vegas has determined to concentrate its NSP funding on acquiring properties, rehabilitating them, and then offering them for either purchase to households at or below 120 percent annual median income (AMI) or renting to households at or below 50 percent AMI. To further assist household to qualify for housing purchase, the City has entered into agreements with sub-recipients who will implement these programs. The City has contracted with sub-recipients to operate a homebuyers assistance program which will provide closing cost and mortgage buy down assistance if necessary to qualified homebuyers. Additionally, the City has contracted with a property management company to operate the scattered site rental program including qualifying households at 50 percent or below AMI.

The City also recognizes that the foreclosure crisis is far too immense to be entirely resolved by the limited amount of federal and local funding available. Therefore, the City has chosen to

concentrate on Target neighborhoods that are still “relatively” healthy, but at risk of becoming blighted.[3]

For the City to actively pursue a neighborhood revitalization strategy, it is necessary to assess the relative state of housing and building stock within these neighborhoods. This assessment can determine which neighborhoods are relatively intact and focus efforts aimed at preservation. While conversely, neighborhoods that are at risk from urban blight factors would warrant efforts aimed at infill, redevelopment and revitalization.

Since the City itself does not possess the resources to engage in urban renewal efforts on a large scale, a program that stresses partnerships, relaxations and other incentives must be developed to bring private funds to bear on these revitalization efforts. Continued efforts at strong and responsive code enforcement are also critical to the quality of development in these areas.

The city of Las Vegas also has an issue with extremely low- and low-income households of all types who are underserved with respect to affordable housing. In order to overcome this gap, the City strategies provide additional affordable rental and owner housing opportunities including acquisition, rehabilitation and new construction of rental and owner housing units. Other affordable housing projects include single family rehabilitation, minor home repairs, and NSP funded first-time homeownership assistance.

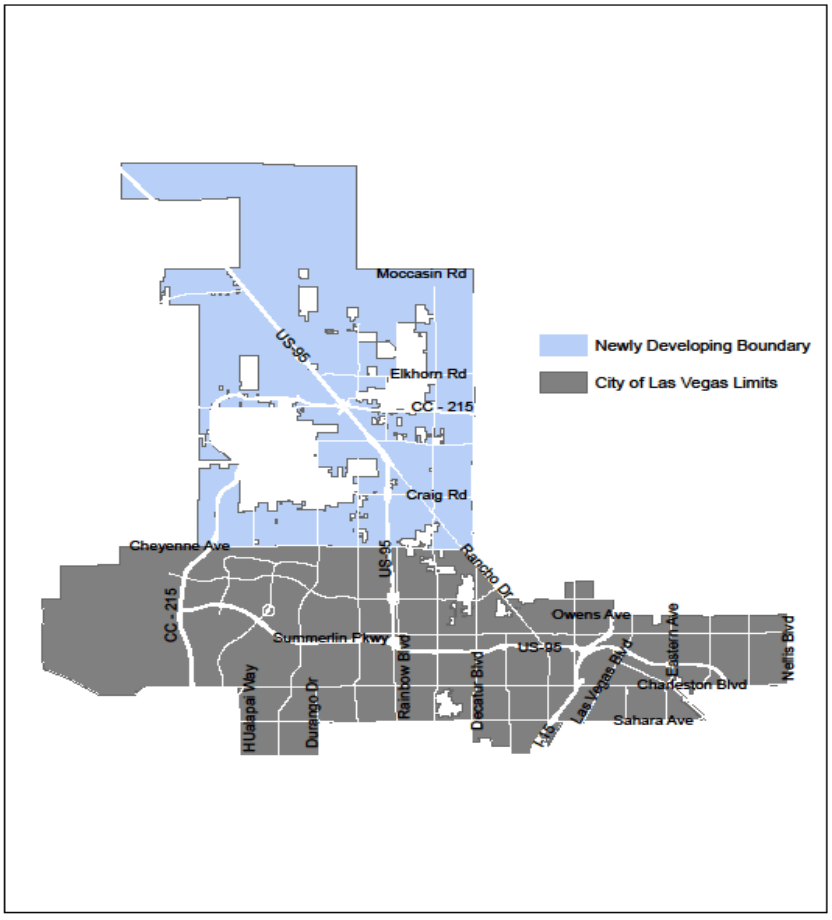
[3] City of Las Vegas Economic and Urban Development Department. (2011). Neighborhood Stabilization Plan 3. Retrieved September 5, 2012 from http://www.lasvegasnevada.gov/files/NSP3_Substantial_Amendment_2010_2011_FINAL_DRAFT.pdf

NEWLY DEVELOPING AREAS

INTRODUCTION

Strategies are needed to provide direction for newly developing areas of the city, (Map 10) not just in terms of residential density or use, but which lend some direction toward the design and appearance of these areas for a high quality residential environment. The importance of creating neighborhoods that are walkable, have a interconnected multi-modal transportation system and are sustainable are key elements of newly developing areas. Just as important is a plan for picturesque streets lined with trees and a range of housing types and comfort of new neighborhoods as places to live and work.

Map 12. Newly Developing Area



COMPLETE STREETS

The Las Vegas 2020 Master Plan Policy 3.1.1 states “that residential developers be encouraged to provide traffic calming measures in new residential neighborhoods, and where appropriate, narrower local streets. Standards for narrower local streets shall provide adequate access for

emergency vehicles and the disabled. Where possible, sidewalks should be separated from the curb by a landscaped amenity zone within the dedicated right-of-way, with a tree canopy along the sidewalk."

The Urban Land Institute (ULI), a non-profit research and education organization that promotes responsible leadership in the use of land to enhance the environment, formed a panel in October 1997 to evaluate issues confronting the Valley. The panel, which was comprised of highly qualified professionals in planning, engineering and development, addressed such issues as land management, growth management, development potential, community revitalization, provision of low-cost and affordable housing, and asset management.

The ULI published an Advisory Services Report in 1997 entitled: Livable Las Vegas: Managing Growth in the Las Vegas Valley. One chapter of the report, Integrating Transportation with Development, speaks of using "traffic calming" for the "...protection of urban neighborhoods from cut-through and speeding traffic." The report continues: "Excessive volume and speed of traffic through neighborhoods will affect their livability..."

To improve the quality of residential development throughout the Valley, the ULI recommended that development standards be adopted. One such standard is: "Designing narrower streets and minimizing paved surfaces within neighborhoods." Indeed, panelists were quoted as saying that residential streets in the Valley are the widest they had encountered anywhere.

On March 16, 2011 the Las Vegas City Council adopted a Unified Development Code (UDC) for the city of Las Vegas. The UDC replaces the existing Subdivision Regulations (Title 18) and Zoning Code (Title 19). The most notable of these changes is the inclusion of the "Complete Streets" chapter. The purpose of the chapter is to set forth requirements for achieving a connected transportation system as outlined in the City's General Plan and to provide a safe and accessible environment for a variety of transportation modes and users. The chapter updated the City's existing street standards to include sidewalks separated from the curb by a landscaped amenity zone and incorporated sustainability elements like additional shade coverage and narrower travel lanes.[4]

The Unified Development Code standards call for a "47' Residential Street" adjacent to lots with a width of 40' or greater to have a three-foot amenity zone to be established between the street edge of the sidewalk and curb face. Such an area with landscaping is a visual break between the paved surfaces of the street and sidewalk as well as a desirable location for street furniture, signage and streetlights. The "47' Residential Street" type also narrows the width of the street to 31 feet back-to-back of curbs.

The following benefits on an amenity zone include:

- Children walking and playing enjoying increased safety from street traffic;
- Conflicts between pedestrians and trash receptacles awaiting pickup at the edge of the street are eliminated by using the border for temporary storage;
- The sloped transition area necessary for an appropriate driveway gradient is minimized by locating a major portion of the gradient within the border;
- Danger of collision between pedestrians and out-of-control vehicles is minimized by placement of the walk at maximum practical distance from the curb;

[4] City of Las Vegas Unified Development Code (2011). Complete Streets

- In rainy weather, pedestrians are less likely to be splashed by passing vehicles; and
- Space is available to plant street trees.[5]

Decisions regarding pavement width have significant consequences for a number of characteristics, including resultant vehicle speeds, visual scale, and the cost of construction and maintenance. The width of a residential street should be based upon both the volume and type of expected traffic and the amount of on-street parking that will be generated. Historically, widths were linked to considerations of convenience for the largest vehicle that might use the street. Residential Streets states:

"Designers should select the minimum width that will reasonably satisfy all realistic needs, thereby minimizing construction and average annual maintenance costs. The tendency of many communities to equate wider streets with better streets and to design traffic and parking lanes as though the street were a 'microfreeway' is a highly questionable practice. Certainly the provision to two 11- or 12-foot clear traffic lanes is an open invitation to increased traffic speeds."

Although narrower street standards are proposed for new developments in newly developing areas, they have applicability in older areas as well. In making this conversion, however, the transition in street widths must be carefully analyzed at the time of development to prevent problems in traffic flow.

As an option to the alignment of traditional sidewalks, the provision of slightly winding paths that weave their way along the street, provide a more interesting streetscape. Winding sidewalks also provide separation from streetlights and other infrastructure that might otherwise be located within the paved surface of the sidewalk. Removing such infrastructure from the paved surface increases the effective width of the sidewalk, meriting some consideration to reducing the standard width of sidewalks from five feet to four feet.

Where sidewalks are separated from the street pavement, they and adjacent amenity zones should be located within common lots owned and maintained by a homeowner's association or other maintenance organization. The actual street right-of- way would be located back-to-back of curbs, and appropriate easements would be provided for off-street infrastructure.

The City has begun the process of creating this climate by developing Walkability Community Plans in each of the City's Wards. These plans provide recommendations for enhancements to the community that will provide a safer, more enjoyable walking and biking environment for accessing community amenities and conducting normal daily activities. The scope includes roadway improvements, connectivity, sidewalk widening, bus stop shelters, tree-lined side-walks, installing or improving crosswalks and/or establishing bike lanes.

Traffic calming measure that the City explores in these plans are the following:

- Speed humps;
- Speed tables;
- Raised crosswalks;
- Raised intersections; and
- Textured pavement.

[5] Residential Streets (1993). American Society of Civil Engineers

- Roundabouts;
- Neighborhood traffic circles;
- Chicanes, lateral shifts, and chokers;
- Curb extensions; and,
- Center island narrowings.[6]

CONNECTIVITY

The Las Vegas 2020 Master Plan Policy 3.1.2 states "that new residential neighborhoods emphasize pedestrian linkages within the neighborhood, ready access to transit routes, linkages to schools, integration of local service commercial activities within a neighborhood center that is within walking distance of homes in the neighborhood."

"Street Connectivity" refers to a system of streets with multiple routes and connections serving the same origins and destinations.[7] The traditional grid patterns is an example of a well-connected street system. A grid street pattern distributes traffic flow through the entire system. Local movement occurs along interconnected local streets, which frees major arterials for long distance travelers.

In contrast, suburban development is organized by a hierarchy of streets beginning with a cul-de-sac and progressing to major arterials. Suburban street articulation is patterned to collect traffic from residential neighborhoods and disperse it to increasingly higher street classifications at limited access points. The result of this pattern are large intersections, increased congestion along major streets and an environment that discourages pedestrian and bicycle travel.

[6] U.S. Department of Transportation Federal Highway Administration. Design Sidewalks & Trails Access. Retrieved October 23, 2012: www.fhwa.dot.gov

[7] Susan Handy, Robert Paterson, and Kent Butler (2003), *Planning for Street Connectivity: Getting from Here to There*, pp. iii and iv. Chicago, IL: American Planning Association.

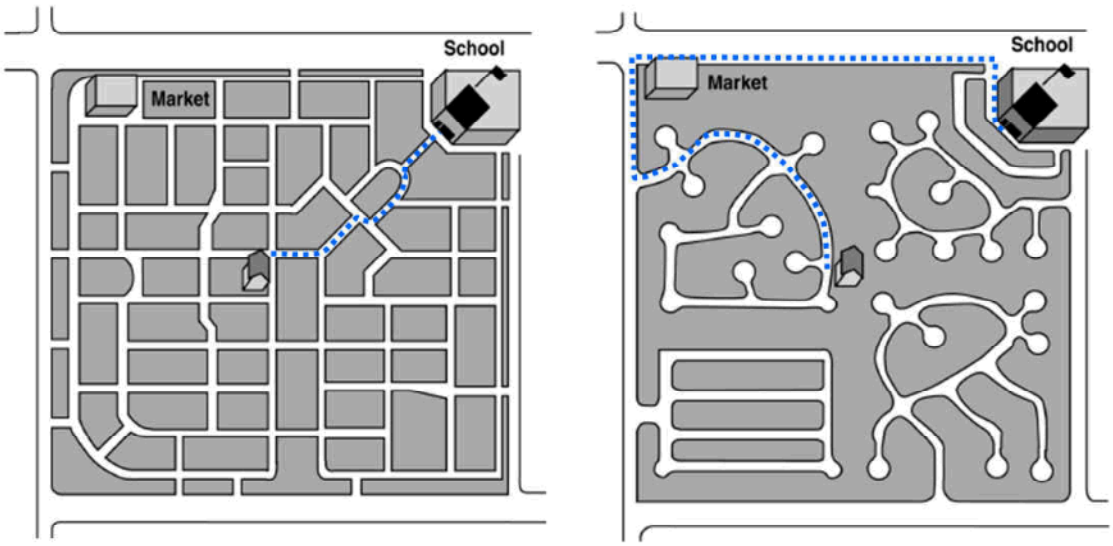


Figure 1- Illustrates a more traditional, interconnected development pattern compared to a disconnected, development pattern of the late 20th century.[8]

To encourage better internal and external pedestrian and bicycle linkages, a subsection titled "Street Connectivity" was added in the Unified Development Code. Street connectivity assists in reducing the volume of traffic and traffic delays on major streets (arterials and major collectors), and consequently improves livability in communities. By increasing the number of street connections or local street intersections in neighborhoods, bicycle and pedestrian access is improved as these modes of travel are local in nature and comprise shorter trips.

Inadequate subdivision design and perimeter walls with no access are the primary obstacles to adequate pedestrian linkages within and outside a neighborhood. Barriers are created for pedestrians when elongated blocks are designed without intersecting streets. The major obstacle to pedestrian access in the city of Las Vegas are perimeter walls that surround neighborhoods. To permit pedestrian access to streets, trails and amenities, gates for pedestrian access should be provided at suitable locations.

The lack of pedestrian access and bicycle trails to commercial properties hinder circulation. Pedestrian and bicycle links to commercial properties allows for better circulation and easier access to community amenities. The addition of pedestrian and bicycle trails to community amenities and commercial properties decreases the amount of vehicular trips, reducing the amount of traffic in neighborhoods and improving livability.

There are design options, which improve the circulation and provide a connection across auto traffic areas, such as midblock crossings. Midblock crossings are beneficial in areas where large parcels inhibit pedestrians access from one side of the street to the other. A midblock crossing, or "link", saves the pedestrian time and eliminates any dangerous and illegal access across roadways.

[8] Division of Planning Kentucky Transportation Cabinet (March 2009).

Figure 2- Midblock crossing photo simulation of Owens Avenue at Edmonds Town Center Street

In addition, to ensure future street connections where a proposed development abuts unplatted land or a future development phase of the same development, street stubs should be provided. All street stubs should be provided with temporary turn-around or cul-de-sacs and the restoration and extension of the street shall be the responsibility of any future developer of the abutting land.

The current "Connectivity" section of the Unified Development Code recommends street stubs for proposed developments that abut unplatted land or a future development phase of the same development, but does not require this standard. This chapter recommends that the City re-examine the Connectivity section standards of the Unified Development Code to ensure future street connections where proposed development abuts undeveloped land.

RURAL PRESERVATION AREAS

The Las Vegas 2020 Master Plan Policy 3.2.1 states "that 'rural preservation neighborhoods,' as defined by the State of Nevada, be afforded the required transitional buffer where such portions of the required buffer area fall within the City of Las Vegas and are lands that are currently vacant."

The Rural Preservation Overlay District is intended to preserve the rural nature of designated neighborhoods located in the Southeast, Southwest and Centennial Hills Sectors by attaching special importance to their rural character and low density. Some characteristics of a rural preservation neighborhood include single-family homes on large lots, non-commercial raising of domestic animals, and a density limit of two units per acre. The existing character of rural neighborhoods and communities is protected by establishing boundaries to limit encroachment of higher density development into protected areas. The Rural Preservation Overlay District Map (Map 2A) in the Land Use & Rural Neighborhoods Preservation Element reflects the properties that, at a particular point in time, are deemed consistent with the definition and intent of a rural preservation neighborhood. The definition of a rural preservation neighborhood and

the specifics of the Rural Preservation Overlay District can be found in Title 19.06 of the Las Vegas Municipal Code.

Currently, approximately 2,520 acres make up the Rural Preservation Overlay District. Rural preservation neighborhoods are located in every sector of the city, but primarily in the Centennial Hills Sector, which contains many small subdivisions featuring large lot zoning.

Approximately 73 acres of new parcels that now qualify for inclusion in a rural preservation neighborhood are proposed to be added to the Overlay District. Approximately 110 acres of existing parcels are proposed to be removed from the Overlay District. These parcels do not qualify for inclusion in rural preservation neighborhoods because of their proximity to new development or because their density exceeds two dwelling units per acre.

Since planning is an ongoing process, development must be monitored to determine if the rural character outside urban growth areas is being maintained. Therefore, updates and evaluation of rural preservation areas must be timely and frequent to ensure that rural character is preserved[9]. Non-residential development adjacent to a rural preservation neighborhood requires that careful consideration be given to the negative externalities of the development. These factors must be evaluated on a case-by-case basis, with appropriate landscaping and open space being given primary consideration.

AFFORDABLE OWNER OCCUPIED HOUSING

The Las Vegas 2020 Master Plan Policy 3.3.3 states "that affordable housing, including quality mobile home parks, be encouraged, and that incentives be considered for projects containing affordable, owner occupied housing."

The discussion of affordable housing programs for low/moderate income groups has been addressed in earlier chapters of this Housing Element. Affordable housing for other income groups is discussed below. "Mobile home parks," is the only part of Policy 3.3.3. addressed below.

"Mobile homes" in earlier vernacular were referred to as "trailers" that were equipped to function as truly mobile homes. "Recreational vehicles" serve this purpose today and the mobile home has long since become a fixed in-place house that is mobile only at the time it is moved from the factory to the site. There is still much confusion as to the differences among the residential housing terms "mobile home," "modular home," "manufactured home," and "factory- built housing." The Nevada Revised Statutes (NRS), however, provides definitions for each as follows:
"Mobile home" means a vehicular structure without independent motive power, built on a chassis or frame, which is:

- Designed to be used with or without a permanent foundation;
- Capable of being drawn by a motor vehicle; and
- Used for year-round occupancy as a residence, when connected to utilities, by one person who maintains a household or by two or more persons who maintain a common household (NRS 461A.050).

[9] City of Las Vegas Land Use & Rural Neighborhoods Preservation Element

“Modular home” means a vehicular structure which is built on a chassis or frame, is designed to be used with or without a permanent foundation, is capable of being drawn by a motor vehicle and is used as a dwelling when connected to utilities (NRS 461.140).
“Manufactured home” means a structure that is:

- Built on a permanent chassis;
- Designed to be used with or without a permanent foundation as a dwelling when connected to utilities;
- Transportable in one or more sections;
- Eight feet or more in body width or 40 feet or more in body length when transported, or, when erected on site, contains 320 square feet or more; and
- Complies with the standards established under the national Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Sec. 5401) (NRS 489.113).

“Factory-built housing” means a residential building, dwelling unit or habitable room thereof which is either wholly manufactured or is in substantial part manufactured at an offsite location to be wholly or partially assembled on site in accordance with regulations adopted by the (State) division pursuant to NRS 461.170 (Uniform Building Code) but does not include a mobile home (NRS 461.080).

As used in the NRS, a mobile home and modular home are synonymous. A manufactured home is a mobile home or modular home that is designed and built according to the Federal Department of Housing and Urban Development’s standards of the National Manufactured Home Construction and Safety Standards Act. For this reason, a manufactured home is commonly referred to as “HUD housing.” Of all the types of manufactured housing, factory-built housing is the only type of housing unit that is constructed to comply with the uniform codes adopted by the City. Consequently, factory-built housing is permitted anywhere that conventional housing is permitted, subject, however, to any adopted standards or restrictive covenants that regulate it.

As manufactured housing has become less mobile, there has been a gradual shift in development approaches from the mobile home park system, where land was available on a long-term lease basis, to subdivisions, where lots are purchased. Although some manufactured housing subdivisions have comparatively large lot sizes, development can be established at densities typical of multifamily housing development. The combined cost savings of manufactured housing and small lot sizes can result in very low cost single-family housing. There is the potential for mobile home parks and manufactured housing subdivisions to be discriminated against, because they represented low-income housing, were of higher density than conventional single family subdivisions, did not meet adopted housing codes, were not taxed as real property, and were not attractively designed. For these reasons, the 70th Session of the Nevada Legislature (1999) adopted Senate Bill 323, “requiring that a governing body include a manufactured home within the definition of a single-family residence in the zoning ordinances of the governing body; requiring a governing body to adopt certain standards with respect to manufactured homes that are not affixed to a lot within a mobile home park; providing the circumstances pursuant to which a manufactured home constitutes real property; and providing other matters properly relating thereto.” A governing body must adopt standards that the manufactured home:

- Be permanently affixed to a residential lot;

- Be manufactured within the five years immediately preceding the date on which it is affixed to the residential lot;
- Have exterior siding and roofing which is similar in color, material and appearance to the exterior siding and roofing primarily used on other single family residential dwellings in the immediate vicinity of the manufactured home, as established by the governing body;
- Consist of more than one section;
- Consist of at least 1,200 square feet of living area unless the governing body, by administrative variance or other expedited procedure established by the governing body, approves a lesser amount of square footage based on the size or configuration of the lot or the square footage of single-family residential dwellings in the immediate vicinity of the manufactured home; and
- If the manufactured home has an elevated foundation, the foundation is masked architecturally in a manner determined by the governing body (NRS Chapter 278).

To provide for a diverse choice of affordable housing that meets the needs of lower income families and that is developed in a manner that represents quality development at less cost, design standards for manufactured homes have been prepared and adopted as a part of the Zoning Ordinance (Title 19). Such design standards are consistent with State legislation and are objective to encourage the establishment of manufactured housing primarily in manufactured housing subdivisions.

DIVERSE HOUSING STOCK

A broad diversity of housing is not prevalent in the area noted as Newly Developing. A few exceptions are more notable in master planned communities such as Summerlin, where a single owner has a much larger tract of land within which to locate mixed uses, and in a few innovative projects by some developers. This lack of diverse housing stock comes with a cost. Residents will be limited in their lifestyle and household choice. Limited choice increases the need for increased land consumption, increasing the infrastructure cost for new sewer and water lines and transportation expenditures.

Nevertheless, the development community, including investors, financial institutions, suppliers, builders and developers, is a group not generally known as risk takers regarding changes in market product, particularly if a standard product is successful. While there may be more profit to be gained from developing property with diverse housing, many of these participants will often stick with proven formulas involving little risk, and develop property in a manner to which they're accustomed. In addition, there is the concern that intermixing housing types and incomes particularly in smaller areas could result in units that are unmarketable or difficult to sell at market rates.

The City needs to show how diverse housing makes good business sense. For large developers, the key to profitability is rapid land absorption, and the key to rapid land absorption is to tap many market segments. Renters feed the starter home market, families in starter homes buy move-up homes, and empty nesters become candidates for townhouses or condominiums and eventually move into retirement homes or congregate care facilities. Contemporary suburban development offers little to accommodate families through the life cycle, requiring that they move out of the neighborhood when they wish to move up (or down).

Providing a mix of housing types is important to a community that desires to be responsive to its residents. A diversity of housing types and prices is desirable so people can "age in place."

With diverse housing, families can move within the same housing development or neighborhood and social networks can remain intact; children need not be uprooted from familiar schools and elderly persons can remain near friends and families.

Residents who live in a particular neighborhood for any length of time become socially attached to the neighborhood. As residents' income levels, family size or ages change, their housing needs also change, requiring relocation to alternative housing. If alternative housing opportunities are not available within the same neighborhood, the residents are forced to leave the neighborhood to which they are accustomed. It is important, therefore, that a wide range of housing choices be made available within the same neighborhood. For senior residents, relocating to alternative housing outside of the neighborhood to which they are accustomed, can be particularly traumatic. For this reason, it is becoming more common for housing complexes to develop with single-family housing, assisted living, and nursing home opportunities in the same complex. This type of development should be encouraged in all neighborhoods, so that senior residents can relocate within the same neighborhood.

The City has attempted to encourage a diversity of housing through the update of the aforementioned Unified Development Code. The inclusion of the Single Family – Attached (R-TH) and removal of the restrictions for Single-Family Compact Lot (R-CL) helped provide more options for housing developments. In addition, the elimination of the Residential Planned Development (R-PD) Zoning Overlay, which was intended to provide flexibility and innovation in residential development with the emphasis on enhanced residential amenities, resulted in large tracts of homogenous housing stock and amenities waived by developers.

IMPLEMENTATION

The Las Vegas 2020 Master Plan document contains certain geographically specific sets of goals and objectives. The master plan provides a set of broad goals and objectives designed to guide the preparation of detailed elements, such as the Housing Element. The implementation portion of the Housing Element defines specific actions the City will pursue to meet the goals and objectives within the Master Plan. These actions include the areas of Reurbanization, directed at the Downtown Las Vegas area, Neighborhood Revitalization, directed at the central city neighborhoods in the more mature areas of the City, and Newly Developing Areas, directed at the new growth in the areas north of Cheyenne Avenue.

REURBANIZATION

Action HE1: The City shall create a unique "design based" (form-based) code for the existing Downtown Centennial Plan districts (and sub-districts as appropriate). Each district would have its own unique design standards. The City shall further identify the opportunities for housing development, and mixed-use development with a substantial residential component, in each district and sub-district.

Action HE2: Building upon the districts of the adopted Downtown Centennial Plan, the City shall identify and pursue the several sites within each district appropriate for the production of new urban housing types.

Action HE3: To address the difficult issues of small parcels sizes and inflated land values, the City shall establish a special team to consider and resolve the problem of how to assemble, clear and prepare land for the production of new urban housing developments and mixed-use projects with a substantial residential component in Downtown Las Vegas.

Action HE4: The City shall establish a revolving fund coupled with a land banking mechanism. Such funds would be used for development in the Downtown. The recuperation of all revolving funds would be accomplished upon entering into development agreements with certified housing developers.

Action HE5: The City shall identify key national, regional, and local developers and builders who have experience building dense infill urban housing developments. The City shall then work with selected development teams to generate potential housing development projects.

Action HE6: The City shall identify all available federal, state and local housing development resources and subsidy programs that could aid and assist the City to develop dense urban housing developments and fully employ such programs and subsidies.

Action HE7: The City shall require and assure that the City Redevelopment Plan's 18 percent affordable housing tax increment set-aside only be spent on housing within the Redevelopment Plan Area (Map 8), and shall support such legislative changes that may be necessary to take this action.

Action HE8: The City shall prepare an inventory of vacant and under-utilized parcels within each Downtown district that could be appropriate for building new urban housing with ground floor commercial components.

Action HE9: In those Downtown districts most likely to see housing development, the City shall identify the opportunities for the development of a central public open space, park, public facility or landmark that lends identity and character.

Action HE10: The City shall prohibit the expansion and addition of more homeless oriented facilities within the so-called “Homeless Corridor”, north of US 95 between Main Street and Las Vegas Boulevard; so as to provide services in all areas of the Las Vegas Valley.

Action HE11: The City shall work with federal, state, and local agencies to develop rehabilitation, job training and self-empowerment classes that assist homeless individuals and families to return to their maximum productivity and participation in the free economy.

Action HE12: The City shall seek out mental health rehabilitation and stabilization programs for those mentally ill homeless persons who can become productive members of society and seek appropriate, humane settings for the mentally unstable to be cared for with dignity and respect.

Action HE13: The City shall seek the equitable disbursement, sharing and support of homeless shelters and rehabilitation facilities across all the entities of the entire Las Vegas Valley in proportion to the populations of each entity, so the current undue burden that the city of Las Vegas bears in its Downtown area is corrected.

NEIGHBORHOOD REVITALIZATION

Action HE14 The City shall use its Unified Development Code to illustrate features such as unique lighting and landscape features, entrance gates and structures, street furniture and other features that can be used to create or enhance neighborhood identity.

Action HE15: The City’s Neighborhood Planning Program shall continue to act as a method of empowering registered neighborhood associations and enabling these associations to help themselves to solve local problems.

Action HE16: The City shall continue to use the Neighborhood Partners Fund and the Youth Neighborhood Association Partnership Program to assist in the development of neighborhood projects.

Action HE17: The City shall continue to provide on-going staff support to neighborhood associations that request to participate in, and meet the requirements for, the Neighborhood Planning process as mandated by Resolution #R-27-98.

Action HE18: The City shall inventory all the municipal infrastructure upgrades that are necessary within these central city areas. The City shall then determine which of these municipal infrastructure improvements will be made in the course of regularly scheduled maintenance and which improvements require special funding.

Action HE19: The City shall meet with major property owners and involved agencies to promote the reuse and redevelopment of targeted sites.

Action HE20: The City shall investigate the availability of and shall seek to obtain, public monies that can assist with initiating mixed-use projects, such as Smart Growth funds that may be available through the Federal Department of Housing and Urban Development and through EPA brownfields funds.

Action HE21: The City shall investigate the availability of other sources of funding to assist in the initiation of mixed-use projects such as private endowments or the use of tax-increment financing.

Action HE22: The City shall prepare a plan/study that addresses the locations, linkages, content and design of urban hubs.

Action HE23: The City shall identify specific areas as urban hubs, and ensure that these urban hubs are logically linked with the existing development pattern.

Action HE24: The City shall develop a Walkability Plan in each Ward that allows residents to easily walk to community amenities and conduct normal daily activities. Following the recommendations enumerated in the Walkability Plan, the City shall use available funds to maintain and renovate its public infrastructure within existing residential neighborhoods as needed.

Action HE25: The City shall identify sites within the central city area that are suitable for seniors' and assisted living housing. In doing so, the City shall develop suitability criteria that shall examine location aspects such as proximity to transit routes, shopping facilities including food and drug stores, cultural and community facilities and the provisions to cross traffic to access these facilities, as well as indicators of good quality of life such as low noise and ambient light levels.

Action HE26: The City shall work with various federal and state programs and with appropriate care providers to place seniors' and assisted living in central city areas.

Action HE27: The City will use Neighborhood Stabilization Funds (NSP) to acquire and rehabilitate abandoned, foreclosed, and short-sale homes at 1 percent below appraised value within Target neighborhoods to be made available for sale to qualified households earning up to 120 percent Annual Median Income (AMI).

Action HE28: The City of Las Vegas will use Neighborhood Stabilization Funds to (NSP) to purchase and rehabilitate abandoned, foreclosed, or short-sale homes. Through an agreement with the city, a non-profit or public agency will provide property management, market the properties, and enter into annual leases with households at 50 percent AMI. Rent revenue will be utilized to maintain the properties and cover the cost of the management fees.

Action HE29: The City shall develop an inventory of vacant and derelict sites. The City shall meet with the owners of these properties to determine their needs and expectations. The City shall then develop a program of incentives that assist both the city and the property owners to achieve their respective objectives.

Action HE30: The City shall continue to make responsive code enforcement a priority within transitioning areas of the city.

NEW DEVELOPING AREAS

Action HE31: The City shall utilize various traffic calming methods and devices to reduce speeding on residential streets.

Action HE32: The City shall develop a Walkability Plan in each Ward that allows residents to easily walk to community amenities and conduct normal daily activities. Following the recommendations enumerated in the Walkability Plan, the City shall use funds to maintain and renovate its public infrastructure within existing residential neighborhoods as needed.

Action HE33: The City shall provide education and outreach to the development community expressing the potential benefits of street connectivity.

Action HE34: The City shall continue to prepare and adopt design standards to ensure future street connections and internal and external pedestrian linkages.

Action HE35: Insofar as this policy does not conflict with other adopted policies, the City shall develop area plans with a land use pattern that follows the neighborhood unit concept with commercial hubs placed at the corners of contiguous neighborhoods.

Action HE36: The City shall review non-residential developments on a case-by-case basis to buffer them from rural preservation neighborhoods, with appropriate landscaping and open space being given primary consideration.

Action HE37: The City shall continue to enforce and monitor its design standards for manufactured homes.

Action HE38: The City shall develop a study which will identify methods and mechanisms for encouraging the development of a wide range of housing types and income ranges.

Action HE39: The City shall develop incentives or requirements for implementing methods to encourage or require a broad range of housing types within the same neighborhood.

APPENDIX

APPENDIX A

Reurbanization

Master Plan Policy	Implementation Action	Liaison Department	Priority
1.1.1	Action HE1: The City shall create a unique "design based" (form-based) code for the existing Downtown Centennial Plan districts (and sub-districts as appropriate). Each district would have its own unique design standards. The City shall further identify the opportunities for housing development, and mixed-use development with a substantial residential component, in each district and sub-district.	Department of Planning	High
1.1.1	Action HE2: Building upon the districts of the adopted Downtown Centennial Plan, the City shall identify and pursue the several sites within each district appropriate for the production of new urban housing types.	Department of Planning	High
1.1.1	Action HE3: To address the difficult issues of small parcels sizes and inflated land values, the City shall establish a special team to consider and resolve the problem of how to assemble, clear and prepare land for the production of new urban housing developments and mixed-use projects with a substantial residential component in Downtown Las Vegas.	Economic & Urban Development Department	Medium
1.1.1	Action HE4: The City shall establish a revolving fund coupled with a land banking mechanism. Such funds would be used for development in the Downtown. The recuperation of all revolving funds would be accomplished upon entering into development agreements with certified housing developers.	Economic & Urban Development Department	Medium
1.1.1	Action HE5: The City shall identify key national, regional, and local developers and builders who have experience building dense infill urban housing developments. The City shall then work with selected development teams to generate potential housing development projects.	Economic & Urban Development Department	Medium
1.1.1	Action HE6: The City shall identify all available federal, state and local housing development resources and subsidy programs that could aid and assist the City to develop dense urban housing developments and fully employ such programs and subsidies.	Economic & Urban Development Department	Medium
1.1.1	Action HE7: The City shall require and assure that the City Redevelopment Plan's 18 percent	Economic & Urban	Medium

	affordable housing tax increment set-aside only be spent on housing within the Redevelopment Plan Area and shall support such legislative changes that may be necessary to take this action.	Development Department	
1.1.3	Action HE8: The City shall prepare an inventory of vacant and under-utilized parcels within each Downtown district that could be appropriate for building new urban housing with ground floor commercial components.	Department of Planning	Low
1.2.1	Action HE9: In those Downtown districts most likely to see housing development, the City shall identify the opportunities for the development of a central public open space, park, public facility or landmark that lends identity and character.	Department of Planning	Medium
1.8.1	Action HE10: The City shall prohibit the expansion and addition of more homeless oriented facilities within the so-called "Homeless Corridor", north of US 95 between Main Street and Las Vegas Boulevard; so as to provide services in all areas of the Las Vegas Valley	Department of Planning	High
1.8.1	Action HE11: The City shall work with federal, state, and local agencies to develop rehabilitation, job training and self-empowerment classes that assist homeless individuals and families to return to their maximum productivity and participation in the free economy.	Parks, Recreation, & Neighborhood Services	Medium
1.8.1	Action HE12: The City shall seek out mental health rehabilitation and stabilization programs for those mentally ill homeless persons who can become productive members of society and seek appropriate, humane settings for the mentally unstable to be cared for with dignity and respect.	Parks, Recreation & Neighborhood Services	Medium
1.8.2	Action HE13: The City shall seek the equitable disbursement, sharing and support of homeless shelters and rehabilitation facilities across all the entities of the entire Las Vegas Valley in proportion to the populations of each entity, so the current undue burden that the city of Las Vegas bears in its Downtown area is corrected.	Parks, Recreation & Neighborhood Services	Medium

Neighborhood Revitalization

Master Plan Policy	Implementation Action	Liaison Department	Priority
2.1.6	Action HE14: The City shall use its Unified Development Code to illustrate features such as unique lighting and landscape features, entrance gates and structures, street furniture and other	Department of Planning	Medium

	features that can be used to create or enhance neighborhood identity.		
2.4.6	Action HE15: The City's Neighborhood Planning Program shall continue to act as a method of empowering registered neighborhood associations and enabling these associations to help themselves to solve local problems.	Parks, Recreation & Neighborhood Services	Medium
2.4.6	Action HE16: The City shall continue to use the Neighborhood Partners Fund and the Youth Neighborhood Association Partnership Program to assist in the development of neighborhood projects.	Parks, Recreation & Neighborhood Services	Medium
2.4.6	Action HE17: The City shall continue to provide on-going staff support to neighborhood associations that request to participate in, and meet the requirements for, the Neighborhood Planning process as mandated by Resolution #R-27-98.	Parks, Recreation & Neighborhood Services	Medium
2.4.7	Action HE18: The City shall inventory all the municipal infrastructure upgrades that are necessary within these central city areas. The City shall then determine which of these municipal infrastructure improvements will be made in the course of regularly scheduled maintenance and which improvements require special funding.	Public Works	Medium
2.1.1	Action HE19: The City shall meet with major property owners and involved agencies to promote the reuse and redevelopment of targeted sites.	Economic & Urban Development Department	Medium

2.1.1	Action HE20: The City shall investigate the availability of and shall seek to obtain, public monies that can assist with initiating mixed-use projects, such as Smart Growth funds that may be available through the Federal Department of Housing and Urban Development and through EPA brownfields funds.	Economic & Urban Development Department	High
2.1.1	Action HE21: The City shall investigate the availability of other sources of funding to assist in the initiation of mixed-use projects such as private endowments or the use of tax-increment financing.	Economic & Urban Development Department	Medium
2.1.3	Action HE22: The City shall prepare a plan/study that addresses the locations, linkages, content and design of urban hubs.	Department of Planning	Medium
2.1.3	Action HE23: The City shall identify specific areas as urban hubs, and ensure that these urban hubs are logically linked with the existing development pattern.	Department of Planning	Medium
2.4.7	Action HE24: The City shall identify sites within the central city area that are suitable for seniors' and assisted living housing. In doing so, the City shall develop suitability criteria that shall examine location aspects such as proximity to transit routes, shopping facilities including food and drug stores, cultural and community facilities and the provisions to cross traffic to access these facilities, as well as indicators of good quality of life such as low noise and ambient light levels.The City shall develop a Walkability Plan in each Ward that allows residents to easily walk to community amenities and conduct normal daily activities. Following the recommendations enumerated in the Walkability Plan, the City shall use available funds to maintain and renovate its public infrastructure within existing residential neighborhoods as needed.	Department of Planning	Medium
2.2.2	Action HE25: The City shall identify sites within the central city area that are suitable for seniors' and assisted living housing. To identify potential sites and assess their appropriateness for seniors' and assisted living housing developments, the City shall develop suitability criteria. These criteria, among other things, shall examine location aspects such as proximity to transit routes, shopping facilities including food and drug stores, cultural and community facilities	Department of Planning	Low

	and the provisions to cross traffic to access these facilities, as well as indicators of good quality of life such as low noise and ambient light levels.		
2.2.2	Action HE26: The City shall work with various federal and state programs and with appropriate care providers to place seniors' and assisted living in central city areas.	Economic & Urban Development Department	Medium
2.6.1	Action HE27: The City will use Neighborhood Stabilization Funds (NSP) to acquire and rehabilitate abandoned, foreclosed, and short-sale homes at 1 percent below appraised value within Target neighborhoods to be made available for sale to qualified households earning up to 120 percent Annual Median Income (AMI).	Parks, Recreation & Neighborhood Services	Medium
2.6.1	Action HE28: The City of Las Vegas will use Neighborhood Stabilization Funds to (NSP) to purchase and rehabilitate abandoned, foreclosed, or short-sale homes. Through an agreement with the city, a non-profit or public agency will provide property management, market the properties, and enter into annual leases with households at 50 percent AMI. Rent revenue will be utilized to maintain the properties and cover the cost of the management fees.	Parks, Recreation & Neighborhood Services	Medium
2.6.1	Action HE29: The City shall develop an inventory of vacant and derelict sites. The City shall meet with the owners of these properties to determine their needs and expectations. The City shall then develop a program of incentives that assist both the city and the property owners to achieve their respective objectives.	Building & Safety	Medium
2.6.1	Action HE30: The City shall continue to make responsive code enforcement a priority within transitioning areas of the city.	Building & Safety	High

New Developing Areas

Master Plan Policy	Implementation Action	Liaison Department	Priority
3.1.1	Action HE31: The City shall utilize various traffic calming methods and devices to reduce speeding on residential streets.	Public Works	Medium
2.1.8	Action HE32: The City shall develop a Walkability Plan in each Ward that allows residents to easily walk to community amenities and conduct normal daily activities. Following the recommendations	Department of Planning	High

	enumerated in the Walkability Plan, the City shall use funds to maintain and renovate its public infrastructure within existing residential neighborhoods as needed.		
3.1.2	Action HE33: The City shall provide education and outreach to the development community expressing the potential benefits of street connectivity.	Department of Planning	High
3.1.2	Action HE34: The City shall continue to prepare and adopt design standards to ensure future street connections and internal and external pedestrian linkages.	Department of Planning	Medium
3.1.2	Action HE35: Insofar as this policy does not conflict with other adopted policies, the City shall develop area plans with a land use pattern that follows the neighborhood unit concept with commercial hubs placed at the corners of contiguous neighborhoods.	Department of Planning	Medium
3.2.1	Action HE36: The City shall review non-residential developments on a case-by-case basis to buffer them from rural preservation neighborhoods, with appropriate landscaping and open space being given primary consideration.	Department of Planning	Medium
3.3.3	Action HE37: The City shall continue to enforce and monitor its design standards for manufactured homes.	Department of Planning	Low
3.3.6	Action HE38: The City shall develop a study which will identify methods and mechanisms for encouraging the development of a wide range of housing types and income ranges.	Economic & Urban Development Department	Low
3.3.5	Action HE39: The City shall develop incentives or requirements for implementing methods to encourage or require a broad range of housing types within the same neighborhood.	Economic & Urban Development Department	Low

APPENDIX B

Consolidated Plan (insert later)

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

ITEM
#14

GPA-47449

2012 Housing Element Update

City of Las Vegas

2020 Master Plan Element

ITEM
#14

GPA-47449

2012 Housing Element Update

Purpose

- The Housing Element is intended to provide a comprehensive document to assist with the long-range planning and future needs of the City with respect to the Availability, Affordability, and Quality of Housing.

ITEM
#14

GPA-47449

2012 Housing Element Update

NRS Requirements

- Nevada Revised Statutes (NRS) 278.160 requires the inclusion of a Housing Plan within a City's comprehensive plan.
- This document fulfills the requirements of state law, as set forth in the NRS 278.150 through 278.160

ITEM
#14

GPA-47449

2012 Housing Element Update

Las Vegas 2020 Master Plan

- The Master Plan contains numerous goals, objectives, and policies pertaining directly and indirectly to housing.
- The Housing Element links the broad policies of the Master Plan to other regional policy documents with respect to housing, population change, land use, and sustainability.

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

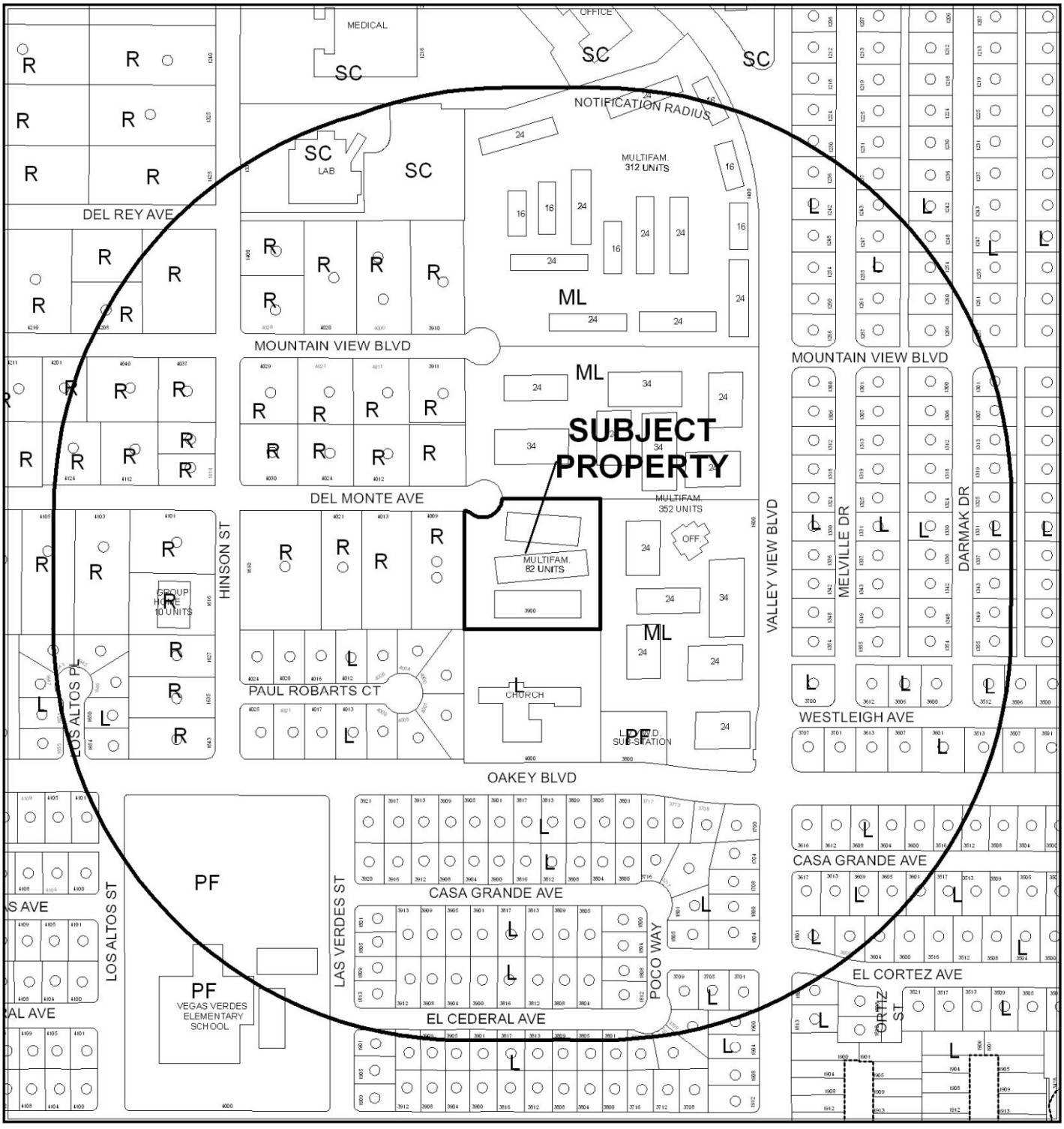
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-47595 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC - For possible action on a request to Amend the 2020 Master Plan Land Use FROM: L (LOW DENSITY RESIDENTIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 2.32 acres at 3900 West Oakey Boulevard (APN 162-06-603-017), Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-47595, ZON-47594 and SUP-47592
3. Supporting Documentation - GPA-47595, ZON-47594 and SUP-47592
4. Photos - GPA-47595, ZON-47594 and SUP-47592
5. Justification Letter - GPA-47595, ZON-47594 and SUP-47592
6. Back-up referenced from the February 12, 2013 Planning Commission Meeting - GPA-47595, ZON-47594 and SUP-47592



0 300 600

Feet

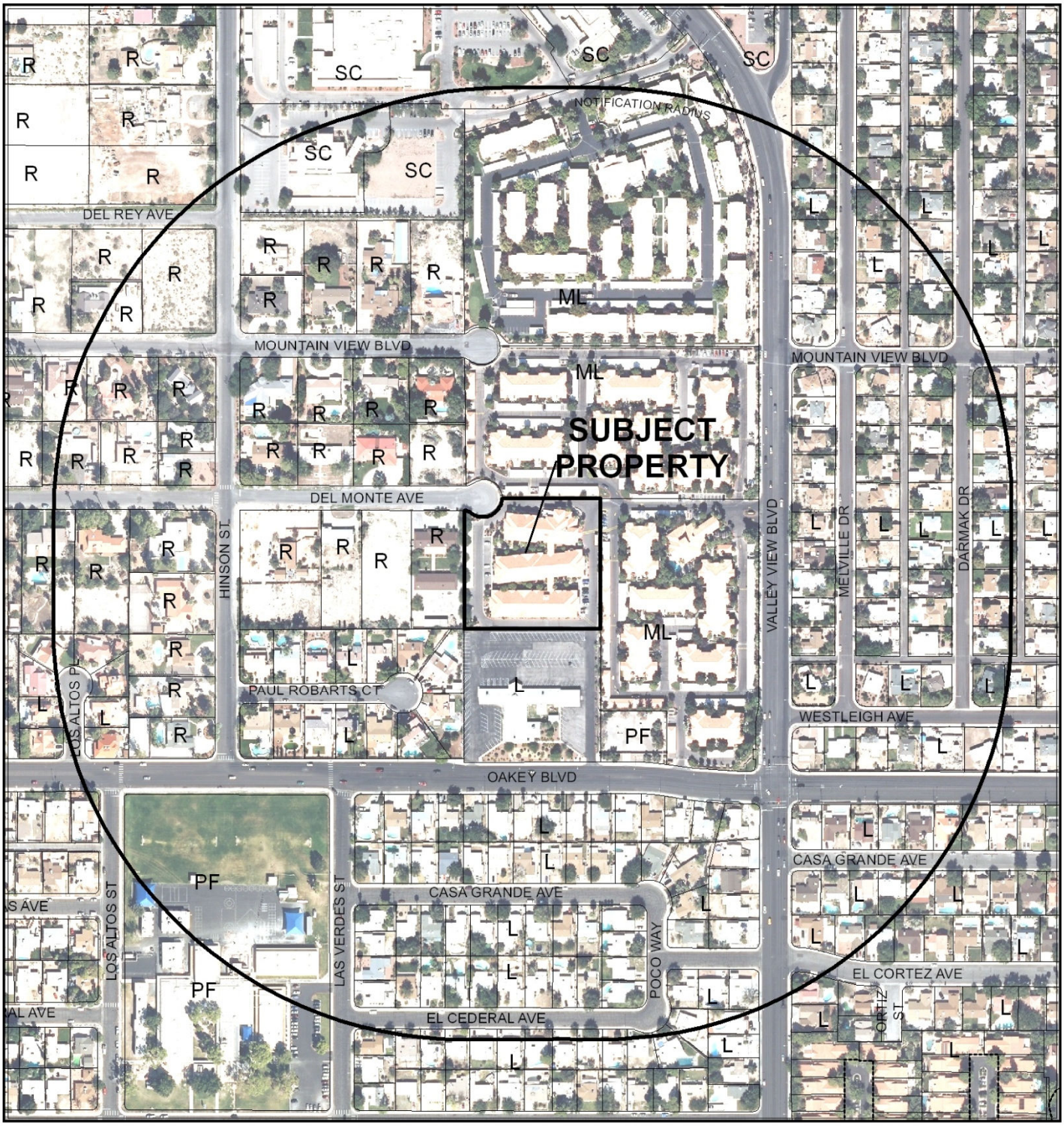
CASE: GPA-47595

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY REISDENTIAL)

N



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CASE: GPA-47595

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY REISDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC

** STAFF RECOMMENDATIONS **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-47595	Staff recommends APPROVAL.	
ZON-47594	Staff recommends APPROVAL.	GPA-47595
SUP-47592	Staff recommends APPROVAL, subject to conditions:	GPA-47595 ZON-47594

** CONDITIONS **

SUP-47592 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for the Assisted Living Apartments use.

2. Approval of General Plan Amendment (GPA-47595) and Rezoning (ZON-47594) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

MH

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to amend the Southeast Sector of the Master Plan from the L (Low Density Residential) land use designation to the ML (Medium-Low Density Residential) land use designation and to rezone the subject site from the R-E (Residential Estates) zoning district to the R-2 (Medium-Low Density Residential) zoning district. These entitlement requests are necessary to process the requested Special Use Permit to convert three existing Senior Citizen Apartments at 3900 West Oakey Boulevard to Assisted Living Apartments. Staff recommends approval of the Special Use Permit use can be conducted in a manner than is harmonious and compatible with the surrounding area. If denied, the applicant will not be allowed to add the Assisted Living Apartments use to the existing Senior Citizen Apartments.

ISSUES

- The Assisted Living Apartments use is permitted in the proposed R-2 (Medium-Low Density Residential) zoning district with the approval of a Special Use Permit but is not allowed in the current R-E (Residential Estates) zoning district.
- The subject site was originally entitled as a Convalescent Care Facility in 1999 and has been operating as Senior Citizens Apartments since 2003 without incident of code violations.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/17/99	The City Council approved a Special Use Permit (U-0071-99) on property located 4000 West Oakey for a Convalescent Care Facility and to allow waivers as follows: to allow 45.7 units per acre where 25 units per acre is the maximum permitted and to allow a height of three stories where two stories is the maximum permitted, R-E (Residence Estates) Zone. The Planning Commission recommended approval.
02/12/13	The Planning Commission voted (6-0-1/vq) to APPROVE GPA-47595, ZON-47594 and SUP-47592. (PC Agenda Items 15-17/mh).

Most Recent Change of Ownership	
09/22/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/18/01	A building permit (#01-016664) was issued for a congregate residence at 3900 West Oakey Boulevard. The building received a final inspection on 01/07/03.
06/19/03	A business license (#A07-01602) was issued for an apartment house at 3900 West Oakey Boulevard. This license remains active.

Pre-Application Meeting	
11/13/12	A pre-application meeting was held with the applicants and their representatives to discuss the addition of the Assisted Living Apartments use to an existing Senior Citizen Apartment complex.

Neighborhood Meeting	
12/17/12	A neighborhood meeting was held on Monday, December 17, 2012 at 5:30 p.m. at the Destinations Valley View - Clubhouse, 1600 South Valley View Boulevard, Las Vegas, Nevada. Six members of the public attended, one member of the Department of Planning and one staff member from the Ward 1 Council Office were in attendance. The applicant briefly described the proposal to convert some of the senior apartments to an assisted living facility, and noted that the accompanying General Plan Amendment and Rezoning applications would correct the current land use and zoning inconsistencies. Members of the public offered the following comments and concerns: • Concerns were voiced about the number of individuals climbing over the perimeter fence and trespassing on private property at the Del Monte Avenue and Mountain View Boulevard cul-de-sacs. The applicant agreed to work with residents in altering the fence so that the height is consistent and to add spikes that would deter trespassers. • Residents also voiced concerns about the maintenance of the perimeter landscaping, fence, and presence of trash in the perimeter landscape buffer area. • Concerns were raised about maintaining the development as an age-restricted property; residents were supportive of the 55-and-above restrictions. The applicant explained that a minimum of 80% of the residents must be at least 55 years or older to conform to federal requirements. • Residents were generally supportive of the assisted living use, provided that no additional units would be constructed and that parking needs for the development would decrease.

Field Check	
11/29/12	Staff visited the site and found a well-maintained Senior Citizen Apartment complex made up of three buildings. The subject site is adjacent to a 352-unit multi-family residential development, with cross-access provided to Valley View Boulevard.

Details of Application Request	
Site Area	
Net Acres	2.32

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Senior Citizen Apartments	L (Low Density Residential)	R-E (Residential Estates)
North	Multi-Family Residential	ML (Medium Low Density Residential)	R-2 (Medium-Low Density Residential)
South	Church	L (Low Density Residential)	R-E (Residential Estates)
East	Multi-Family Residential	ML (Medium Low Density Residential)	R-2 (Medium-Low Density Residential)
West	Single Family, Detached	R (Rural Density Residential)	R-E (Residential Estates)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O Airport Overlay District – 200 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Existing General Plan	***Permitted Density***	***Units Allowed***
L (Low Density Residential)	5.49 units per acre	12 units
Proposed General Plan	***Permitted Density***	***Units Allowed***
ML (Medium Low Density Residential)	8.49 units per acre	19 units

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Assisted Living Apartments	82 Units	1 space per 3 residents	12				
TOTAL SPACES REQUIRED			28		62		
Regular and Handicap Spaces Required			46	2	58	4	Y*

**As required by condition #9 of the approved Special Use Permit U-0071-99, a cross access and shared parking agreement was recorded prior to the completion of the building.*

ANALYSIS

The subject site consists of an existing Senior Citizen Apartments use located within three two-story buildings on 2.32 acres. The applicant is requesting a General Plan Amendment of the subject site from the L (Low Density Residential) land use designation to the ML (Medium-Low Density Residential) land use designation, which is the consistent and compatible land use designation for the existing Senior Citizen Apartments use and proposed Assisted Living Apartments use. The properties adjacent to the north, south, and east of the subject site all maintain the ML (Medium Low Density Residential) land use designation and are located within the R-2 (Medium-Low Density Residential) zoning district, demonstrating a matching pattern with this proposal. The proposed Assisted Living Apartments use decreases the overall parking requirement from 62 required spaces to 28 spaces without changing the existing residential unit density. There are no proposed changes to the site and the use will allow for an easy transition for residents that want to continue residing on site but are in need of assisted living services; therefore, staff is recommending approval of this request.

The Assisted Living Apartments use is defined as "An apartment or apartment complex which provides personal care services to senior citizens for daily living needs. Such services may include, but are not limited to, preparation and service of meals, housekeeping, laundry, monitoring of rooms, monitoring of medication, or assistance with bathing. This use includes commercial uses that are ancillary to an apartment complex as long as the total amount of floor space dedicated to such uses does not exceed five percent of the total gross floor area of the apartment complex and there is no external signage for, nor external access to, the commercial uses. This use does not include a convalescent care facility, nursing home or other medical facility that is specifically defined in LVMC Chapter 19.18."

The proposed use meets the definition, as the applicant proposes to operate the Assisted Living Apartment in the three existing Senior Citizen Apartments by providing daily living needs to the residents. The provision of Assisted Living Apartments in conjunction with Senior Citizen Apartments is a common practice, and is compatible with the surrounding uses.

There are no Minimum Special Use Permit Requirements for this use. Staff recommends approval of the proposed development and all its related entitlement requests, as the Assisted Living Apartments use is compatible with the existing adjacent land uses and will have no detrimental effect on the surrounding neighborhood. If denied, the applicant may continue to operate all three buildings as Senior Citizen Apartments.

FINDINGS (GPA-47595)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed ML (Medium Low Density Residential) General Plan land use design is compatible with the existing ML (Medium Low Density Residential) land use adjacent to the north and east of the subject site. Although the applicant is proposing a change in the land use, there is no proposal to increase the residential density from the existing 82-unit Senior Citizen Apartment building.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   This requested General Plan Amendment is accompanied by a request for a rezoning of the existing R-E (Residential Estates) zoning district to the R-2 (Medium-Low Density Residential) zoning district. The subject site is compatible with the existing R-2 (Medium-Low Density Residential) zoning districts adjacent to the north and east of the property. The site cannot access the R-E (Residential Estates) zoned properties south and west, with the exception of the provided emergency crash gates.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The site is adequately served by Valley View Boulevard and the associated Special Use Permit does not consist of any proposed changes to the site or request for additional residential units from the existing 82 units.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed amendment conforms to the Medium Low Density Residential found throughout the Southeast Sector, and the affiliated applications conform to the Unified Development Code for the requested use, with the approval of the Special Use Permit.

FINDINGS (ZON-47594)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   With approval of the accompanying General Plan Amendment (GPA-47595) to the ML (Medium-Low Density Residential) land use designation, the proposed R-2 (Residential Estates) zoning district is the appropriate and conforming zoning district. Staff supports the requested rezoning, as the proposed R-2 (Medium-Low Residential) zoning district is appropriately suited for the existing Senior Citizen Apartments use and is compatible with the adjacent Multi-Family Residential uses to the north and east.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed Assisted Living Apartments use will be located within one of three existing Senior Apartment buildings and will not constitute a change in the current residential density. The proposed use is compatible with the multi-family residential uses found in the immediate area and the low-density residential uses adjacent to the west.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The requested change in use to the existing Senior Citizen Apartments use to an Assisted Living Apartments use is in direct response to the need for such services for the residence on site. If approved, the proposed use will provide a transition from the need for assisted living services, while prolonging the time that they can remain onsite with the neighbors.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site is indirectly accessed off of Valley View Boulevard, which has adequately served the existing development use since 1999 with no issues. The proposed Assisted Living Apartment use will not change the existing site or residential density from its current arrangement.

FINDINGS (SUP-47592)

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 Assisted Living Apartments use will augment the existing Senior Apartments use with minimal intrusion or impact to the surrounding area; therefore, the use can be conducted in a manner than is harmonious and compatible with the adjacent multi-family residential uses and the low density residential uses to the west.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed use will occupy the existing Senior Citizen Apartments and will not require any alterations to the existing site. The site provides adequate parking, circulation, and onsite amenities for the proposed Assisted Living Apartments.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is indirectly accessed off of Valley View Boulevard. The site has operated as a Senior Citizen Apartment use since 1996 without any issues concerning access or increased traffic. The proposed Assisted Living Apartment use will occupy one of the three existing Senior Apartments and will not increase the current unit density.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed use is subject to building permit and licensing review and inspection; therefore, appropriate measures will be taken to protect the health, safety, and general welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no Minimum Special Use Permit Requirements for the Assisted Living Apartments use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED 222 by the City Clerk

APPROVALS 1 (GPA-47595 and ZON-47594)
6 (SUP-47592)

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-47595 APN: 162-06-603-017

Name of Property Owner: 1600 S. Valley View Rd Holdings

Name of Applicant: CompassRock Real Estate LLC

Name of Representative: Lucy Stewart

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: _____ o' Attn

Print Name: Brian R. Hardy, Esq

Subscribed and sworn before me

This 21st day of November, 2012

Jessica M Austin

Notary Public in and for said County and State

JESSICA M. AUSTIN
Notary Public, State of Nevada
Appointment No. 07-2183-1
My Appt. Expires Sep 9, 2015

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NOV 21 2012
City of Las Vegas
Department of Planning

Revised 11-14-06

F:\depot\Application Packet\Statement of Financial Interest.pdf

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA

Project Address (Location) 3900 W. Oakey

Project Name Destinations @ Oakey **Proposed Use** Assisted Living

Assessor's Parcel #(s) 162-06-603-017 **Ward #** 1

General Plan: existing L proposed ML **Zoning:** existing R-E proposed R-2

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.4 **Lots/Units** 17 **Density** _____

Additional Information Convert an existing senior apartment to an assisted living facility

PROPERTY OWNER 1600 S. valley view Rd Holdings **Contact** Andrew Hundertmark

Address c/o 7501 Wisconsin Ave #500 W **Phone:** _____ **Fax:** _____

City Bethesda **State** MD **Zip** 20814

E-mail Address _____

APPLICANT CompassRock Real Estate LLC **Contact** Heidi Westerhoff

Address 8671 W. Charleston **Phone:** (702) 605-8755 **Fax:** _____

City Las Vegas **State** NV **Zip** 89117

E-mail Address hwesterhoff@CompassRockrealestate.com

REPRESENTATIVE LAS Consulting **Contact** Lucy Stewart

Address 1916 Trail Peak Lane **Phone:** (702) 499-6469 **Fax:** (702) 946-0857

City Las Vegas **State** NV **Zip** 89134

E-mail Address stewplan@aol.com

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* _____ as Attorney

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

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My Appt. Expires Sep 9, 2015

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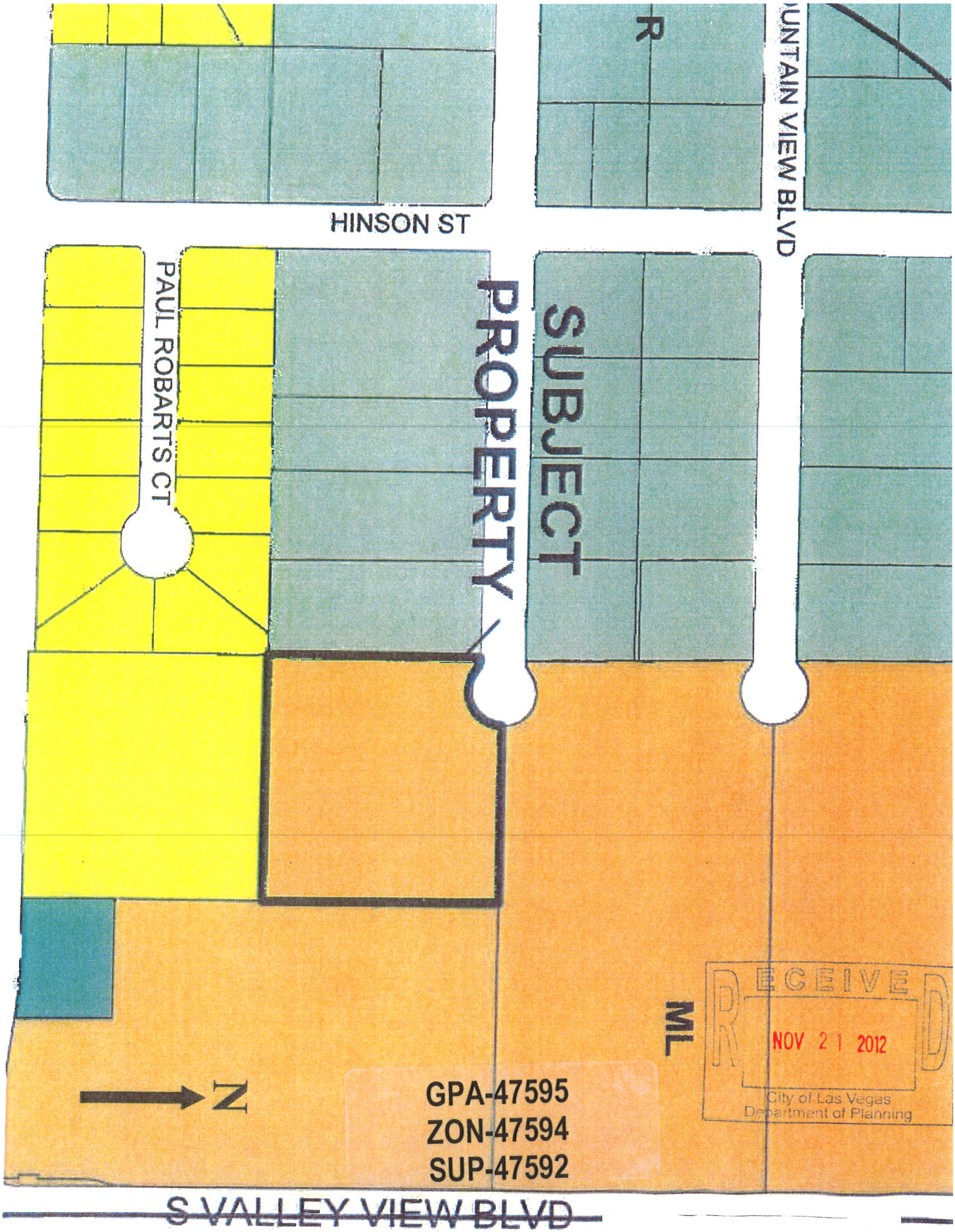
NOV 21 2012
City of Las Vegas
Department of Planning

FOR DEPARTMENT USE ONLY

Case #	GPA-47595
Meeting Date:	01/08/13
Total Fee:	$1500.00
Date Received:*	11/21/12
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

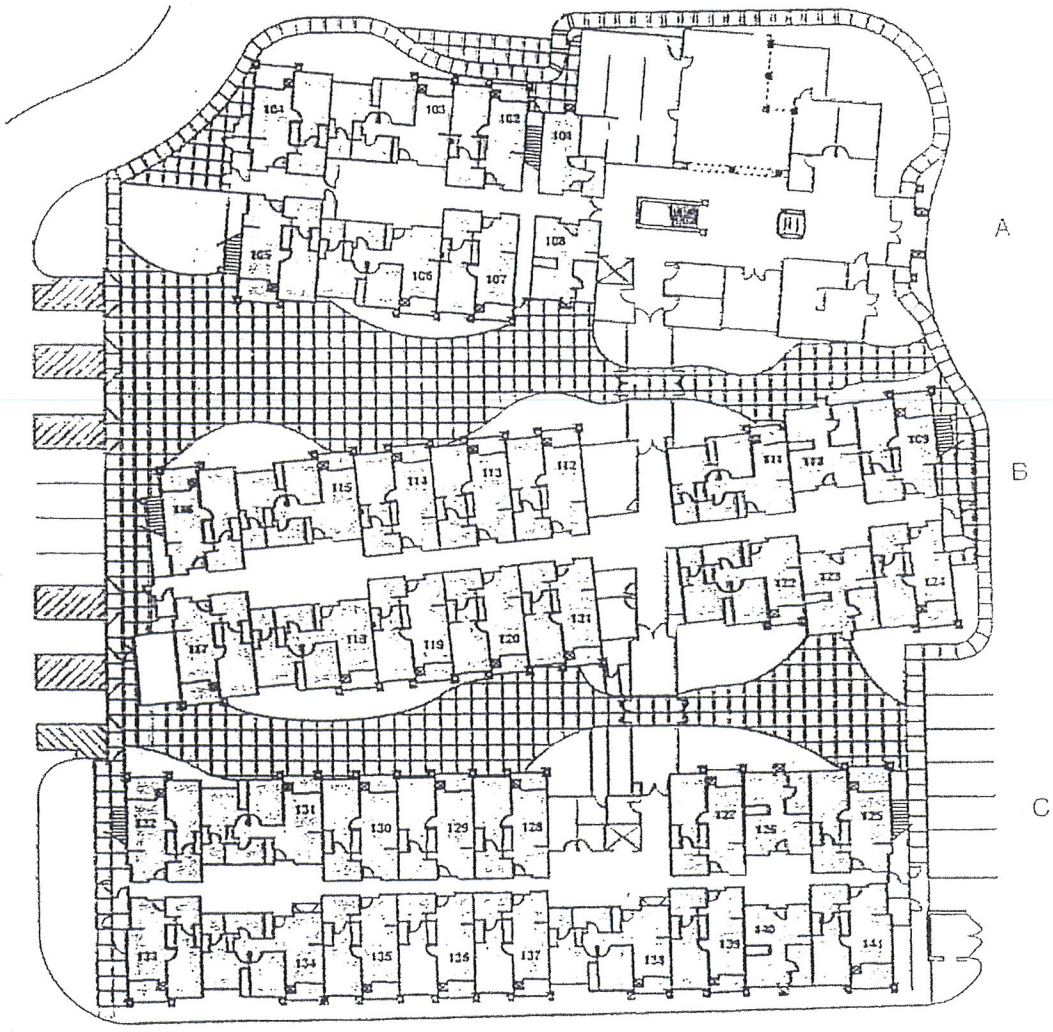
Revised 10/27/08



LOCATION MAP-GPA FROM M TO ML

Community Site Plan

DESTINATIONS
AT OAKEY



3900 W. Oakey Blvd • Las Vegas, NV 89102 • (866) 902-7280 • www.DestinationsAtOakey.com

GPA-47595
ZON-47594
SUP-47592

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Department of Planning

keynotes

general notes

1. see sheet a1.13, a1.14, a1.15 for additional enlarged plans

owc inc
architecture & interior design
102 E. Charleston Suite 100 Las Vegas NV 89104
702.598.1733 fax 598.1734

clarifree oakey
20 condos
oakey & valleyview
3d home

project no.	0906
date	8.15.sec
drawn by	mwr,jsw

revisions

1	09/27/12

stamp

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Department of Planning

2nd floor plan a1.02

level two
scale: 1/16" = 1'-0"

GPA-47595
ZON-47594
SUP-47592

GPA-47595, ZON-47594 AND SUP-47592 - APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC
3900 WEST OAKEY BOULEVARD

11/29/12

GPA-47595, ZON-47594 AND SUP-47592 - APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC
3900 WEST OAKEY BOULEVARD

11/29/12

GPA-47595, ZON-47594 AND SUP-47592 - APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC
3900 WEST OAKEY BOULEVARD

11/29/12

LAS Consulting
1916 Trail Peak Lane
Las Vegas, NV 89134

November 21, 2012

City of Las Vegas Planning Department
333 Rancho Dr.
Las Vegas, NV 89106

RE: 3900 West Oakey-GPA, Zone Change & SUP

Dear Sir or Madam:

Please accept this letter as our request to convert one building on the property from senior apartments to assisted living facility. This would be a natural transition for our clients, keeping them in the same facility with their friends close by and the same staff they know and are familiar with already. They would be able to remain in familiar surroundings, with their friends nearby and located where it is convenient for family to visit if they currently visit them. This would be minimal care, just assistance with their medicine, etc. Because these buildings were built prior to the current building code being place, they do not meet the current standards for this type of use. The property is zoned R-E which does not allow for an assisted living facility. We are requesting a general plan amendment to recognize the current development and allow for a zone change to R-2 and a Use Permit for Assisted Living. The buildings will appear the same, the traffic should be approximately the same, and the only difference would be some additional care/supervision for the residents.

The safety and well-being of our residents is our utmost concern and we would further develop safety precautions for the evacuation of our residents in the case of an emergency. We believe we can provide a safe and familiar place for our residents and request approval of this request. Thank you for your consideration in this matter, please do not hesitate to contact me with any questions.

<u>General Plan Amendment</u>

This request for a general plan amendment will bring the general plan designation more in keeping with the existing and proposed use. The property is currently developed as senior apartments but zoned and designated for rural estates. The current use does not match the current general plan designation. We are requesting a GPA so we may zone the property R-2 with a special use permit for assisted living. We believe this designation is more in keeping with both the current and proposed use.

GPA-47595
ZON-47594
SUP-47592

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Department of Planning

Zone Change

We are requesting a zone change to R-2, the least dense category we can have an assisted living facility. This zone change is needed to accommodate converting the senior apartment to an assisted living facility. We believe the assisted living facility will be a good neighbor to the residential neighborhood around the site, and a much-needed facility for our residents. The building will remain the same in appearance.

Special Use Permit

This is required to convert the senior apartment building to an assisted living facility. There will be some supervision provided; however, there will not be dispensing of medicine. This facility will be more of a transition for our residents before a nursing home. They will be ambulatory (some with an assistive device or wheel chair) and the residents will be reminded to eat, take their medicine, and similar supervision. This will allow the residents to stay with their friends who are in the senior apartments, visit their friends, still have the same staff they are used to, use the community facilities, just with a little extra attention from the staff. We believe this will be a welcome addition to the Destination community and to the neighborhood itself.

I hope this answers any questions you might have, if not, please do not hesitate to contact me.

Yours truly,

Lucy Stewart

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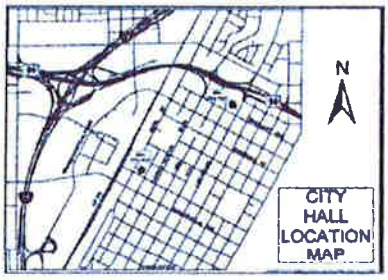
City of Las Vegas
Department of Planning

GPA-47595
ZON-47594
SUP-47592

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-47595, ZON-47594 & SUP-47592
Planning Commission Meeting of 01/08/2013

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

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JAN 02 2013

City of Las Vegas
Dept. of Planning

Case: GPA-47595
16205215011
O'DONNELL ROBERT W & M DENNI
3700 WESTLEIGH AVE
LAS VEGAS NV 89102-1834 89102-1834

#36-37-38
A

32 JRDGN11 89102

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

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

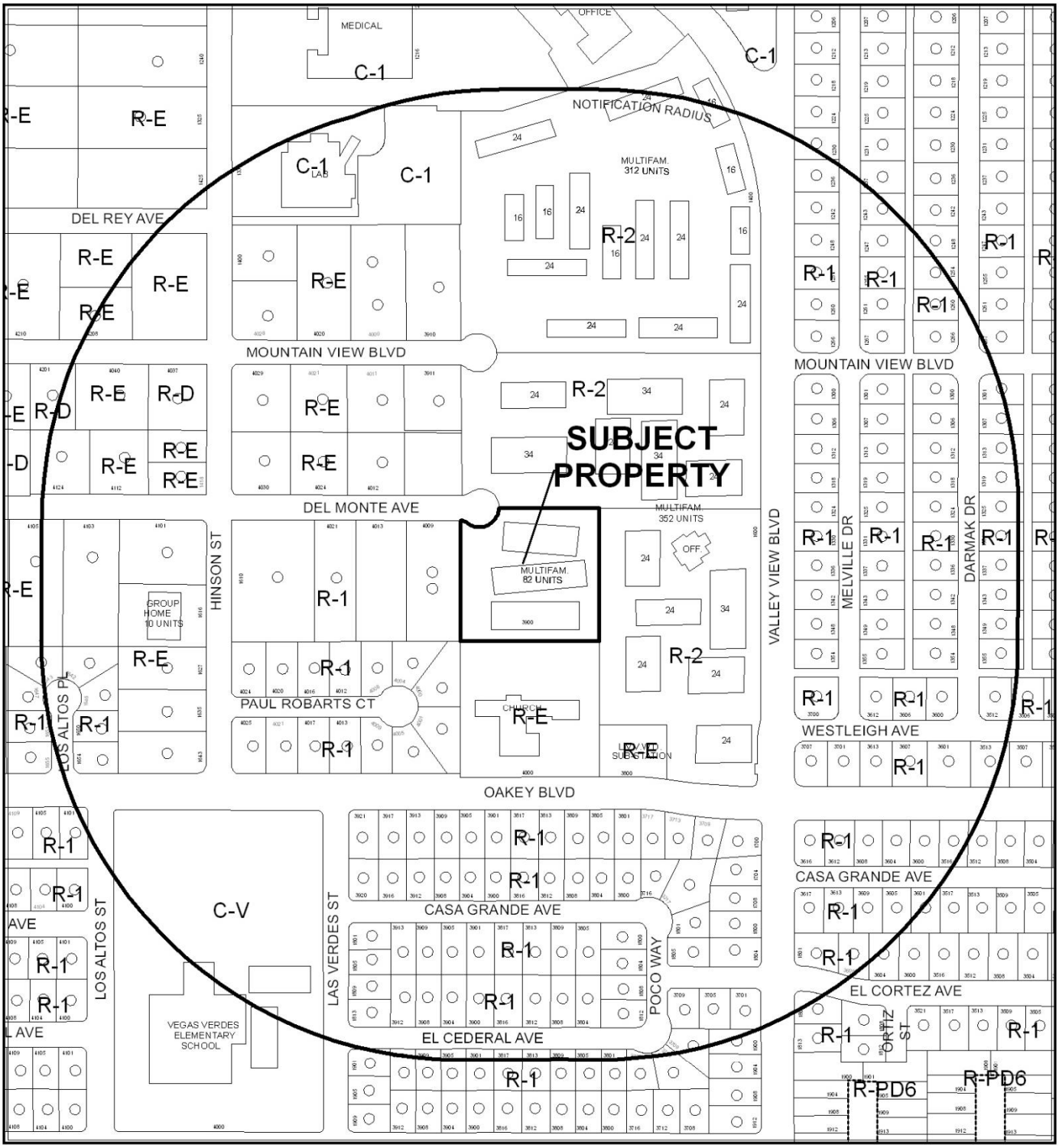
SUBJECT:
ZON-47594 - REZONING RELATED TO GPA-47595 - PUBLIC HEARING - APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) on 2.32 acres at 3900 West Oakey Boulevard (APN 162-06-603-017), Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-47594 and SUP-47594
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



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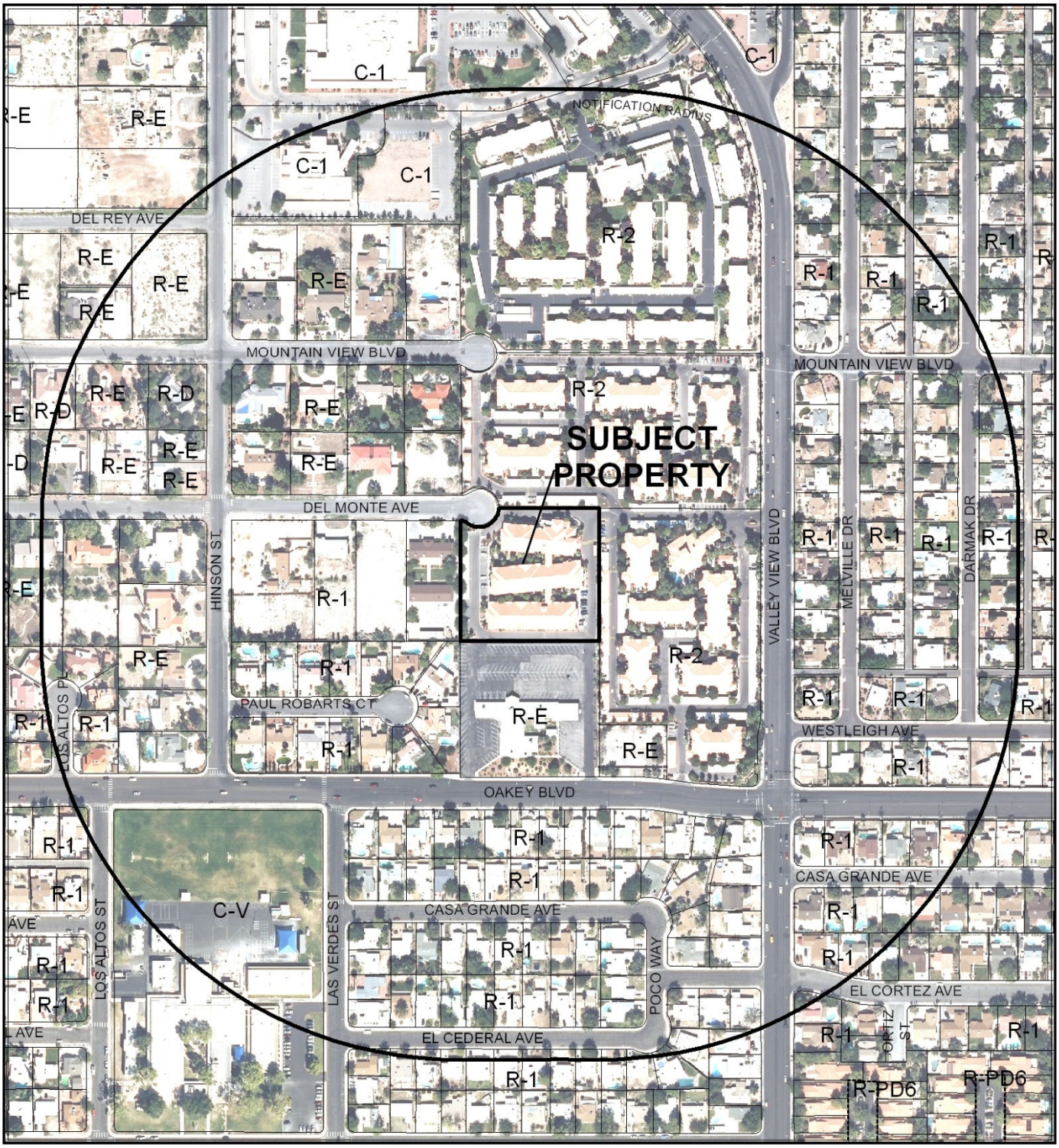
CASE: ZON-47594 & SUP-47592

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-2 (MEDIUM-LOW DENSITY RESIDENTIAL)

N



0 300 600 Feet

CASE: **ZON-47594 & SUP-47592**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-2 (MEDIUM-LOW DENSITY RESIDENTIAL)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON - 47594 APN: 162-06-603-017

Name of Property Owner: 1600 S. Valley View Rd Holdings

Name of Applicant: CompassRock Real Estate LLC

Name of Representative: Lucy Stewart

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature] as Agent

Print Name: Brian R. Hardy, Esq.

Subscribed and sworn before me

This 21st day of November, 2012

[signature]
Notary Public in and for said County and State

JESSICA M. AUSTIN
Notary Public, State of Nevada
Appointment No. 07-2183-1
My Appt. Expires Sep 9, 2015

RECEIVED
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City of Las Vegas
Department of Planning

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) 3900 W. Oakey

Project Name Destinations @ Oakey **Proposed Use** Assisted Living

Assessor's Parcel #(s) 162-06-603-017 **Ward #** 1

General Plan: existing L proposed ML **Zoning:** existing R-E proposed R-2

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.4 **Lots/Units** 17 **Density** _____

Additional Information Convert an existing senior apartment to an assisted living facility

PROPERTY OWNER 1600 S. valley view Rd Holdings **Contact** Andrew Hundertmark

Address c/o 7501 Wisconsin Ave #500 W **Phone:** _____ **Fax:** _____

City Bethesda **State** MD **Zip** 20814

E-mail Address _____

APPLICANT CompassRock Real Estate LLC **Contact** Heidi Westerhoff

Address 8671 W. Charleston **Phone:** (702) 605-8755 **Fax:** _____

City Las Vegas **State** NV **Zip** 89117

E-mail Address hwesterhoff@CompassRockrealestate.com

REPRESENTATIVE LAS Consulting **Contact** Lucy Stewart

Address 1916 Trail Peak Lane **Phone:** (702) 499-6469 **Fax:** (702) 946-0857

City Las Vegas **State** NV **Zip** 89134

E-mail Address stewplan@aol.com

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* BRJ as Authorized Agent

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Brian R. Hardy, Esq.

Subscribed and sworn before me

This 21st day of November, 2012.

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City of Las Vegas
Department of Planning

FOR DEPARTMENT USE ONLY

Case #	ZON-47594
Meeting Date:	01/08/13
Total Fee:	$ 1200.00
Date Received:*	11/21/12
Received By:	Jonathan B

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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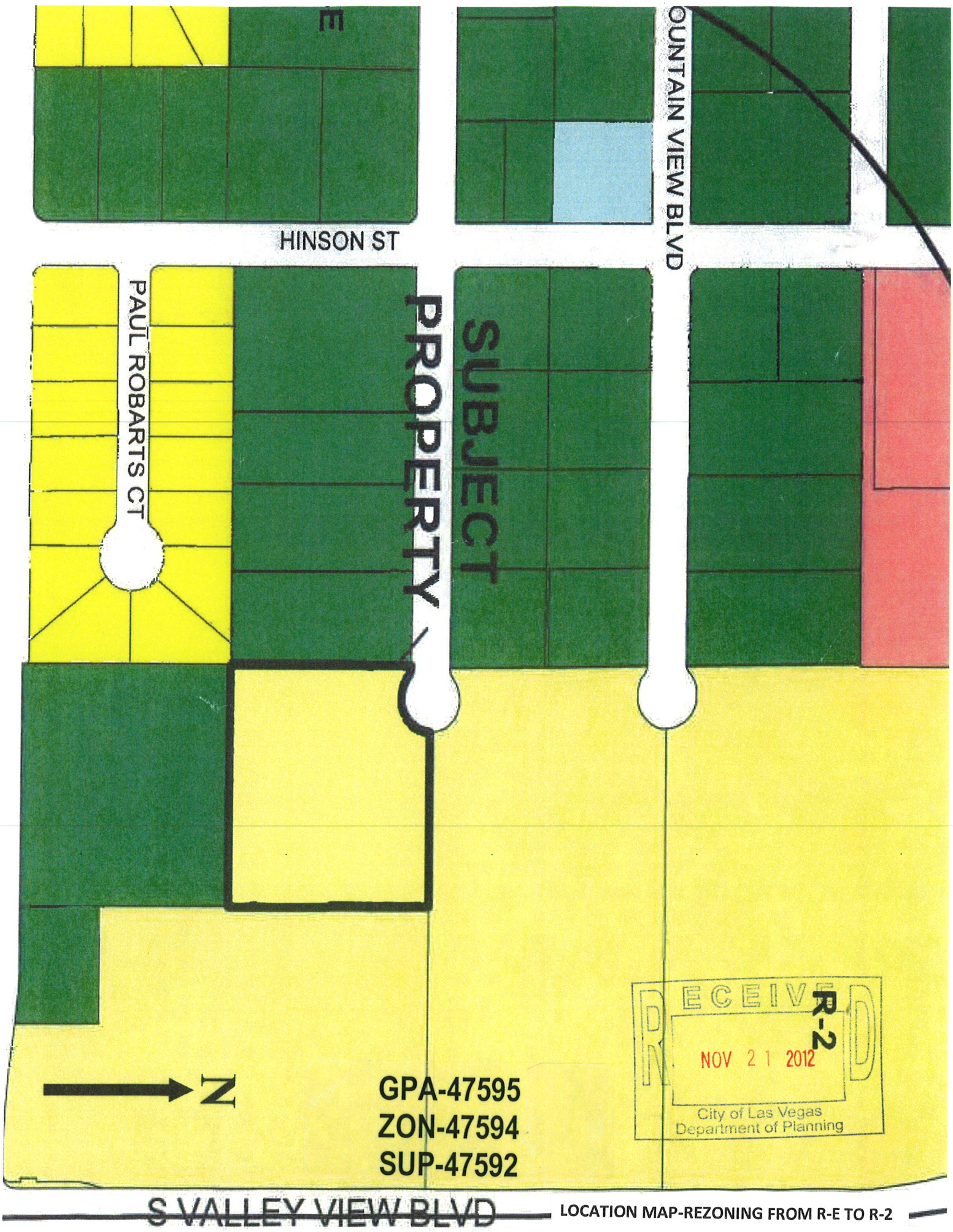

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City of Las Vegas
Department of Planning

LOCATION MAP-REZONING FROM R-E TO R-2

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
SUP-47592 - SPECIAL USE PERMIT RELATED TO GPA-4759 AND ZON-47594 - PUBLIC HEARING - APPLICANT/OWNER: 1600 SOUTH VALLEY VIEW ROAD HOLDINGS, LLC - For possible action on a request for a Special Use Permit FOR THE CONVERSION OF THREE EXISTING SENIOR CITIZEN APARTMENT BUILDINGS TO ASSISTED LIVING APARTMENTS on 2.32 acres at 3900 West Oakey Boulevard (APN 162-06-603-017), R-E (Residence Estates) Zone [PROPOSED: R-2 (Medium-Low Density Residential)], Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**6**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Back-up referenced from the February 12, 2013 Planning Commission Meeting.

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-47592 APN: 162-06-603-017

Name of Property Owner: 1600 S. Valley View Rd Holdings

Name of Applicant: CompassRock Real Estate LLC

Name of Representative: Lucy Stewart

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.

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APN: _____

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City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 3900 W. Oakey

Project Name Destinations @ Oakey **Proposed Use** Assisted Living

Assessor's Parcel #(s) 162-06-603-017 **Ward #** 1

General Plan: existing L proposed ML **Zoning:** existing R-E proposed R-2

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.4 **Lots/Units** 17 **Density** _____

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*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

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Department of Planning

FOR DEPARTMENT USE ONLY

Case #	SUP-47592
Meeting Date:	01/08/13
Total Fee:	1030.00
Date Received:*	11/21/12
Received By:	Jonathan B

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Revised 10/27/08

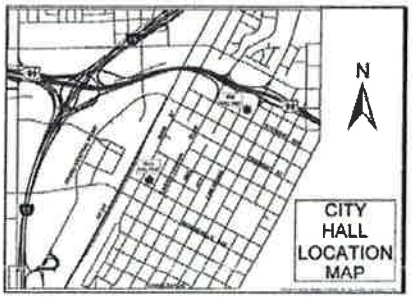
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-47592

Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 04 2013
City of Las Vegas
Dept. of Planning

Case: SUP-47592
16206602004
STAMPER ROBERT A & KATHLEEN E
4000 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3809 89102-3809

#17A

32 LRDFNMP 89102

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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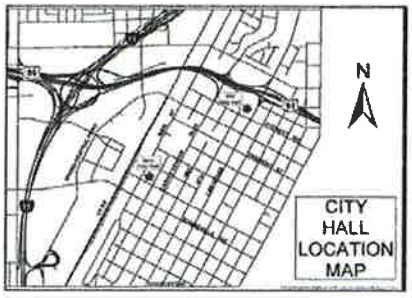
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-47592

Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 07 2013
City of Las Vegas
Dept. of Planning

Case: SUP-47592
16206711057
BUITRE ALAN M
1813 LAS VERDES ST
LAS VEGAS NV 89102-3866 89102-3866

Submitted after final agenda
Date 2/12/13 Item #17

#17A

32 LRDFNMP 89102

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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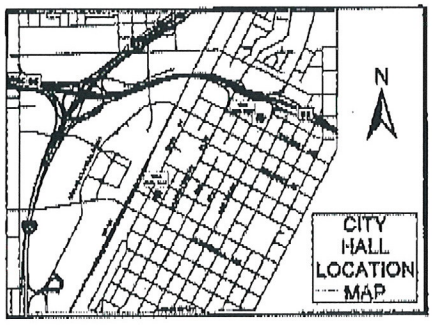
MAILED FROM ZIP CODE 89101

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-47592
Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 12 2013
City of Las Vegas
Dept. of Planning

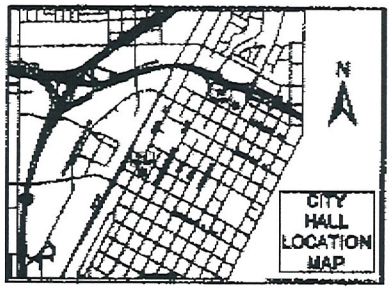
Case: SUP-47592
16205215021
MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858 89146-[illegible]

A

02/04/2013 08:36 7026846015 WAYNE DUNETZ PAGE 01

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-47592
Planning Commission Meeting of 02/12/2013

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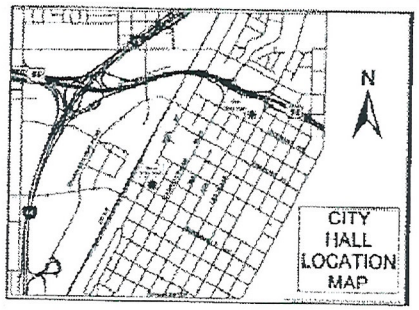
FEB 12 2013
City of Las Vegas
Dept. of Planning

Case: SUP-47592
16206610025
L B TRUST
BRADY LORRAINE TRS
4112 DEL MONTE AVE
LAS VEGAS NV 89102-3852 89102-3852

32 LRDFNMP 89102

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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FEB 12 2013
City of Las Vegas
Dept. of Planning

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-47592

Planning Commission Meeting of 02/12/2013

I SUPPORT THIS REQUEST Aurelia Bertucci 2-2-13

16206710001 Case: SUP-47592
BERTUCCI AURELIA ETAL
4101 W OAKEY BLVD
LAS VEGAS NV 89102-3834 89102-3834

92 LRDFNMP 89102

A

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

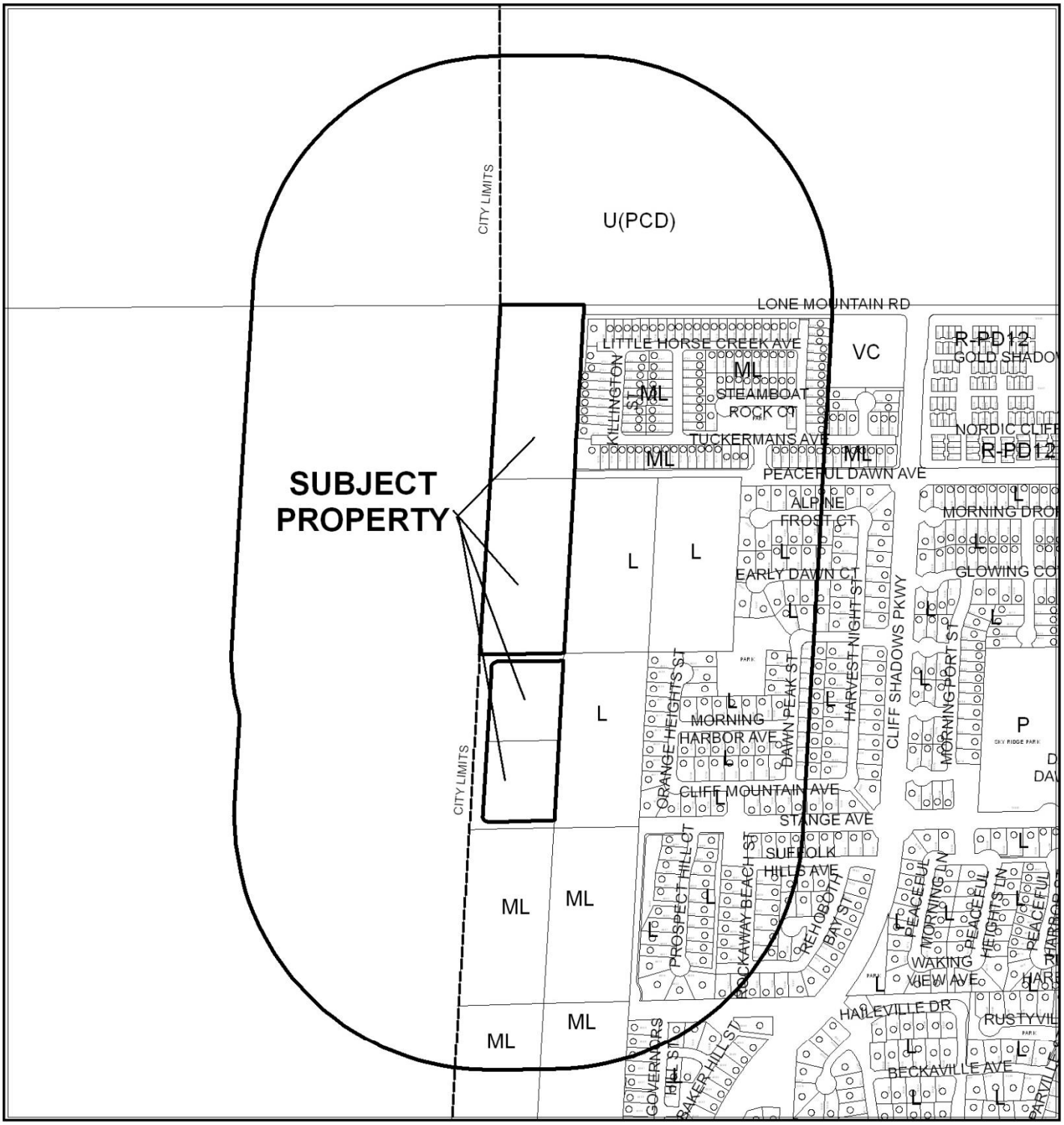
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
MOD-47606 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC - For possible action on a request for a Major Modification of the Lone Mountain West Master Development Plan To Amend the Future Land Use Designation FROM: MFM (MULTI-FAMILY MEDIUM RESIDENTIAL) TO: L (LOW DENSITY RESIDENTIAL) AND TO AMEND TABLES 1 THROUGH 4 OF THE MASTER DEVELOPMENT PLAN (SECTION 2.2) TO REFLECT CHANGES TO THE LAND USE CATEGORIES AND NUMBER OF RESIDENTIAL UNITS on 13.81 acres adjacent to the east side of the Puli Drive alignment, south of Lone Mountain Road (APNs 137-01-101-001 and 009; and 137-01-201-001 and 002), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 and SDR-47610
3. Supporting Documentation - MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 and SDR-47610
4. Photos - MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 and SDR-47610
5. Justification Letter - MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 and SDR-47610
6. Back-up referenced from the February 12, 2013 Planning Commission Meeting.



CASE: **MOD-47606**

RADIUS: 1000 FEET

MASTER DEVELOPMENT PLAN OF SUBJECT PROPERTY:

MFM (MULTI-FAMILY MEDIUM DENSITY RESIDENTIAL)

PROPOSED MASTER DEVELOPMENT PLAN OF SUBJECT PROPERTY:

L (LOW DENSITY RESIDENTIAL)

CASE: MOD-47606

RADIUS: 1000 FEET

MASTER DEVELOPMENT PLAN OF SUBJECT PROPERTY:

MFM (MULTI-FAMILY MEDIUM DENSITY RESIDENTIAL)

PROPOSED MASTER DEVELOPMENT PLAN OF SUBJECT PROPERTY:

L (LOW DENSITY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC, ET AL.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
MOD-47606	Staff recommends APPROVAL.	
ZON-47605	Staff recommends APPROVAL.	
VAR-47607	Staff recommends DENIAL, if approved subject to conditions:	MOD-47606 ZON-47605
VAR-47609	Staff recommends DENIAL, if approved subject to conditions:	MOD-47606 ZON-47605
VAC-47611	Staff recommends DENIAL, if approved subject to conditions:	MOD-47606 ZON-47605 VAR-47607 VAR-47609
SDR-47610	Staff recommends DENIAL, if approved subject to conditions:	MOD-47606 ZON-47605 VAR-47607 VAR-47609 VAC-47611

** CONDITIONS **

VAR-47607 CONDITIONS

Planning

1. Approval of a Major Modification (MOD-47606) and Rezoning (ZON-47605), and approval of and conformance to the Conditions of Approval for Variance (VAR-47609), Petition to Vacate (VAC-47611) and Site Development Plan Review (SDR-47610) shall be required, if approved.

YK

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All 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.

VAR-47609 CONDITIONS

Planning

1. Approval of a Major Modification (MOD-47606) and Rezoning (ZON-47605), and approval of and conformance to the Conditions of Approval for Variance (VAR-47607), Petition to Vacate (VAC-47611) and Site Development Plan Review (SDR-47610) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All 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.

VAC-47611 CONDITIONS

1. The limits of this Petition of Vacation shall be all of the public right-of-way adjacent to Assessor's Parcel Numbers # 137-01-201-001 and 137-01-201-002. Additionally, all the City's interests in U.S. Patent Easements as shown on the submitted exhibit for VAC-47611 date stamped November 21, 2012.

2. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. The drainage study required by SDR-47610 may be used to satisfy this requirement provided that it addresses the area to be vacated.

3. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of the Order of Vacation.

4. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

5. All development shall be in conformance with code requirements and design standards of all City Departments.

6. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

7. If the Order of Vacation and Order of Relinquishment of Interest is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

SDR-47610 CONDITIONS

Planning

1. Approval of a Major Modification (MOD-47606) and Rezoning (ZON-47605), and approval of and conformance to the Conditions of Approval for Variances (VAR-47607), (VAR-47609) and Petition to Vacate (VAC-47611) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 12/12/12 and 12/20/12, except as amended by conditions herein.

4. The required Multi-Use Transportation Trail shall be developed to the specifications detailed in the Transportation Trails Element of the Las Vegas 2020 Master Plan.

5. All mechanical equipment shall be screened from public view.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. The standards for this development shall include a minimum lot size of 3,193 square feet and Building height shall not exceed two stories or 35 feet, whichever is less.

9. The setbacks for this development shall be a minimum of 10 feet to the front of the house, 18 feet to the front of the garage as measured from back of sidewalk or from back of curb if no sidewalk is provided, 5 feet on the side, 10 feet on the corner side, and 15 feet in the rear.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time as Final Map submittal. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. A revised landscape plan shall be submitted reflecting that a minimum 24" box Mondel Pines shall be installed where called out on the plans. Installed landscaping shall not impede visibility of any traffic control device.

11. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. A Petition of Vacation, such as VAC-47611, for all rights-of-way in conflict with this site shall record prior to the issuance of any permits or the recordation of any Final Maps for this site, whichever may occur first.

15. Dedicate 40 feet of right-of-way adjacent to this site for Lone Mountain Road, 25.5 feet for Kersee Street and the right-of-way necessary for cul-de-sacs meeting current City Standards at both the terminus of Peaceful Dawn Avenue and Stange Avenue prior to the issuance of any permits. Grant a continuous Multi-Use Non-Equestrian Trail Easement to be privately maintained for the trail proposed through this site. Maintain perpetual unimpeded access to this trail, unless specific direction to the contrary is issue by the City Council.

16. Construct half-street improvements on Lone Mountain Road, Peaceful Dawn Avenue, and Kersee Street concurrent with the development of this site. Additionally construct the full cul-de-sac bulbs for both Peaceful Dawn Avenue and Stange Avenue concurrent with the development of this site. All half street improvements including appropriate terminations at the boundaries, such as barricading, of this site must be acceptable to the City Traffic Engineer. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

17. A minimum of two lanes of asphalt pavement on the major access streets adjacent to this site, and a working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed within 24 months of approval of construction drawings. No partial bond releases will be allowed until all perimeter roadway improvements are in place.

18. The private streets for this site must be granted as Public Utility Easements, Public Sewer Easements, and Public Drainage Easements to be Privately Maintained. All public sewer lines must be in a Public Sewer Easement. All Public Sewer Easements must meet the access criteria of the "Design and Construction Standards for Wastewater Collection Systems" Section 1.5.

19. All common lots shall be labeled as public or private on the Final Map(s) for this site.

20. All private improvements and landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

21. An update to the Lone Mountain West Master Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor

Conditions Page Seven
March 20, 2013 - City Council Meeting

compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

22. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

23. Site development to comply with the Lone Mountain West Master Development Plan and all other applicable site-related actions.

24. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

25. The proposed non-standard cul-de-sac termini for Peaceful Dawn Avenue, Stange Avenue, and Kersee Street are hereby approved as depicted on this Map, as Deviations from Standard Drawing #212.

Staff Report Page One
February 12, 2013 - Planning Commission Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to develop 55 undeveloped acres within the Lone Mountain West Master Plan area for a 328-lot single family residential development. There are three different

lot sizes included with the project. The lowest density lots are within a gated section with a long street terminating in a cul-de-sac. Two Variances are requested: The first is for taller retaining walls without landscaped steps; and the second is for deviations from the development standards for private streets.

This project includes a request for a Major Modification to the Lone Mountain West Master Development Plan (A) to change the land use designation on a portion of the site and (B) amend Chapters One (Introduction) and Two (Land Use), Figures One (1) through Three (3), and Tables One (1) Through Five (5) of the Master Development Plan accordingly on 55 acres at the southeast corner of Lone Mountain Road and Puli Road. A request for Rezoning on 16.36 acres near the southeast corner of Lone Mountain Road and Puli Road is also included. Staff recommends approval of the Modification and Rezoning applications and denial of the two Variances, Vacation and Site Development Plan Review applications as a result of the incompatibility of the design with the Lone Mountain West Master Plan and Title 19. If denied, the land would remain undeveloped.

ISSUES

- A Major Modification to the Lone Mountain West Master Plan to change three parcels on the northern portion of the project from: MFM (Multi-Family Medium) to: L (Low Density). Staff supports this request.
- Rezoning is requested for three parcels from U (Undeveloped) [(Planned Community Development) General Plan Designation] to PD (Planned Development). Staff supports this request.
- A Variance is requested to allow six-foot perimeter retaining walls where 3.5 feet is the maximum allowed without landscaped steps. Staff does not support this request.
- A Variance is requested to allow 40-foot wide private streets with no sidewalks where 47-foot wide streets with sidewalks and amenity zones on both sides are required, as well as to allow an internal street to exceed 1,000 feet in length without an intersection and to allow a street to terminate without a cul-de-sac. Staff does not support this request.

- A Vacation is requested to vacate public rights-of-way and U.S. Government Patent Easements generally located east of Puli Road, south of Lone Mountain Road. Staff does not support this request.
- A Site Development Plan Review for a proposed 328-lot Single Family Residential Development on 55.00 gross acres at the southeast corner of Lone Mountain Road and Puli Road is requested. Staff does not support this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/17/02	The City Council approved a Petition to Annex (A-0083-01) property located on the north side of Craig Road, approximately 330 feet east of Puli Road. The Planning Commission and staff recommended approval.
01/08/03	The City Council approved a Petition to Annex (A-0036-02) one parcel of land generally located on the northeast corner of Craig Road and Puli Road. The Planning Commission and staff recommended approval.
02/05/03	The City Council approved a Petition to Annex (A-0038-02) undeveloped property located in various parts of the city under the provisions of NRS 268.597 No. 1(b) containing approximately 495 acres, including portions of the subject properties. The Planning Commission and staff recommended approval.
11/02/05	The City Council approved a Major Modification (MOD-8637) to the Lone Mountain West Master Development Plan to amend Section 2.3.4 (Medium-Low Density Residential) to allow three-story dwellings where two stories is the maximum allowed, as part of a larger request. The Planning Commission recommended approval, staff recommended denial.
03/15/06	The City Council approved a Rezoning (ZON-11187) from U (Undeveloped) to PD (Planned Development) on 38.6 acres located at the southeast corner of Lone Mountain Road and Puli Road. The Planning Commission recommended approval, staff recommended denial.
03/15/06	The City Council approved a Major Modification (MOD-11184) to the Lone Mountain West Master Development Plan to add 4.95 acres to the Plan area, to change the land use designation from L (Low Density Residential) to ML (Medium-Low Density Residential), and amend chapters One (Introduction) and Two (Land Use), Figures One (1) through Three (3), and Tables One (1) through Five (5) of the Master Development Plan on 38.6 acres located at the southeast corner of Lone Mountain Road and Puli Road. The Planning Commission recommended approval, staff recommended denial.

03/15/06	The City Council approved a Vacation (VAC-11354) of the east half of Puli Road between Red Coach Avenue and Stange Avenue, and the south half of Red Coach Avenue east of Puli Road. The Planning Commission recommended approval, staff recommended denial.
04/05/06	The City Council approved a Site Development Plan Review (SDR-11188) for a proposed 308-lot single family residential subdivision on 38.6 acres at the southeast corner of Lone Mountain Road and Puli Road. The Planning Commission recommended approval, staff recommended denial.
05/11/06	The Planning Commission approved a request for a Tentative Map (TMP-12630) for a proposed 308-lot single family residential subdivision on 38.6 acres at the southeast corner of Lone Mountain Road and Puli Road. Staff recommended approval.
02/14/08	The Planning Commission denied a request for a Site Development Plan Review (SDR-25487) for a Major Amendment to an approved Site Development Plan Review (SDR-11188) to replace a portion of a 308-lot single family residential development with a 296-unit multi-family residential development and a Major Modification to the Lone Mountain West Master Plan (MOD-25974) to amend the land use designation from ML (Medium-Low Density Residential) to MFM (Multi-Family Medium Residential) and to amend tables one (1) through five (5) of the master development plan. The City Council abeyed this item on 3/19/08 and 04/02/08 to 05/07/08. Staff recommended denial of these items.
04/02/08	The City Council approved a request for an Extension of Time (EOT-26688) of an approved Site Development Plan Review (SDR-11188) for a proposed 308-lot residential development on 38.6 acres at the southeast corner of Lone Mountain Road and Puli Road.
04/10/08	An Administrative Extension of Time (EOT-26581) review for an approved Vacation (VAC-11354) of the east half of Puli Road Between Red Coach and Strange Avenue is scheduled.
04/24/08	The Planning Commission approved a Tentative Map (TMP-27083) for a 308-lot Single Family Residential Subdivision on 38.6 acres adjacent to the southeast corner of Lone Mountain Road and Puli Road. Staff recommended approval.
05/14/09	An Administrative Extension of Time (EOT-33792) of an approved Vacation (VAC-12067) to Vacate U.S. Government Patent Easements generally located northwest of the intersection of Hickam Avenue and Cliff Shadows Parkway was approved.
05/28/09	An Administrative Extension of Time (EOT-34187) of an approved Vacation (VAC-11354) which Vacated the east half of Puli Road between Red Coach Avenue and Stange Avenue, and the south half of Red Coach Avenue east of Puli Road was approved. This expired 03/22/10 without being exercised.

02/12/13	The Planning Commission voted (6-1/vq) to APPROVE MOD-47606, ZON-47605 and (5-2/bg/vq) to APPROVE VAC-47611. (PC Agenda Items 19, 20 and 23/yk)
02/12/13	The Planning Commission voted (7-0) to DENY VAR-47607 and VAR-47609 as the Variances were determined self-imposed and could not be re-designed to meet standards. (PC Agenda Items 21-22).
02/12/13	The Planning Commission voted (7-0) to DENY SDR-47610 as it could not be approved without the Variances. (PC Agenda Item 24/yk)

Most Recent Change of Ownership	
12/30/11 and 09/14/12	Deeds were recorded for changes in ownership on all parcels.

Related Building Permits/Business Licenses
No relevant building permits or business licenses have been issued for the site.

Pre-Application Meeting	
11/15/12	Staff met with the applicant and reviewed the six applications that are required for the proposed planned residential development. Staff noted that the justification letter should detail the requests called for in each application.

Neighborhood Meeting	
12/17/12	A meeting was held at the Mountain Crest Community Center with a start time of 6:10 p.m. and ending at 7:00 p.m. 23 people attended (17 members of the public, 4 representatives of the project development team, and 2 City of Las Vegas staff) There were three primary concerns raised: 1. No access to Lone Mountain Road is being provided; 2. The two-story homes will block views and allow views into backyards; and 3. That traffic will increase on Stange, which is already dangerous.
02/04/13	A meeting was held at the Durango Hills Community Center YMCA with a start time of 6:06 p.m. and ending at 6:40 p.m. 12 people attended (8 members of the public, 2 members of the development team, 1 City of Las Vegas staff and 1 member of the Council Office) There were four primary concerns raised: 1. Numbers of lots is too many; 2. The density of the site exceeds the County; 3. The lots are too small not a half acre; and 4. Tow Story Homes will block views.

Field Check	
11/29/12	The site is undeveloped and located at the western edge of development of the city, which contains arroyos and steeper slopes than within the heart of the city. The eastern perimeter of the site contains high retaining walls and some drainage facilities.
01/02/13	Staff visited the site and found the undeveloped land free of trash and debris.

Details of Application Request	
Site Area	
Gross Acres	55.00
Net Acres	53.50

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	MFM (Multi-Family Medium)	PD (Planned Development)
		L (Low Density Residential)	U (Undeveloped) [PCD (Planned Community Development)]
North	Undeveloped	PCD (Planned Community Development)	U (Undeveloped) [PCD (Planned Community Development)]
South	Undeveloped	PR-OS (Parks/Recreation/Open Space)	U (Undeveloped) [PF (Public Facilities)]
East	Undeveloped, Single Family Homes	L (Low Density Residential) and ML (Medium Low Density Residential)	U (Undeveloped) [PCD (Planned Community Development)] and PD (Planned Development)
West	Undeveloped	Clark County – R-C (Resource Conservation)	Clark County – R-U (Rural Open Land)

Master Plan Areas	***Compliance***
Lone Mountain West	N
Special Purpose and Overlay Districts	***Compliance***
PD (Planned Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

YK

DEVELOPMENT STANDARDS

Peaceful Ridge Planned Development Standards	
Min. Lot Size	3,193 SF
Min. Lot Width	40 Feet

Min. Setbacks	
• Front	10 Feet
• Side	5 Feet
• Corner	10 Feet
• Rear	15 Feet
• Garage	18 Feet
Max. Lot Coverage	55 %
Max. Building Height	35 Feet
Mech. Equipment	As Conditioned

Open Space – Lone Mountain West							
Total Acreage	*Density*	*Required*			*Provided*		*Compliance*
		Ratio	*Percent*	*Area*	*Percent*	*Area*	
2,330,460 SF	7.85 (328 Units)	330 SF/Unit	4	108,240 SF	5	111,151 SF	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Peaceful Dawn Avenue	N/A	N/A	60	Y
Stange Avenue	N/A	N/A	60	Y

19.04.040 Connectivity			
Transportation Network Element		*# Links*	*# Nodes*
Internal Street		36	0
Intersection – Internal		0	17
Cul-de-sac Terminus		0	4
Intersection – External Street or Stub Terminus		0	3
Intersection – Stub Terminus w/ Temporary Turn Around Easements		0	0
Non-Vehicular Path - Unrestricted		1	0
Total		37	24
	Required	*Provided*	
Connectivity Ratio (Links / Nodes):	**N/A**	**1.5**	

YK

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family Dwellings	328 Units	2/Unit	656				
TOTAL SPACES REQUIRED			656		656		Y

ANALYSIS

The applicant is requesting that 13.81 acres of the 55-acre project have the designated land use changed from: MFM (Multi-Family Medium Residential) to: L (Low Density Residential) in the Lone Mountain West Master Development Plan. This would allow the entire site to be developed with single family dwellings. The proposed modification is compatible with the existing surrounding developments, which have a similar density to what is being proposed.

The applicant is also requesting to rezone 16.40 acres to PD (Planned Development) to match the rest of the acreage of the project. The PD (Planned Development) District is intended to be a flexible district which may be applied to individual properties, larger planning areas or areas with multiple properties for redevelopment, economic development and cultural enrichment. The PD District may be used for office, retail, entertainment or commercial uses or for mixed-use developments where commercial and residential uses are combined. The PD District is further intended to buffer small infill tracts and adjacent uses, encourage the conservation of open space, promote creative outdoor arrangements, preserve prominent natural features, provide for the efficient development of large tracts for multiple uses, and provide for development which enhances neighborhood areas. The proposed development provides strictly for residential uses and provides for adequate open space.

The Major Modification and the Rezoning applications are recommended for approval by staff, since the requests are supported by the Lone Mountain West Master Development Plan and are compatible with the existing surrounding developments.

The overall development calls for three distinct neighborhoods based on individual lot sizes. The larger lots will also be located in the only proposed gated portion of the project, located in the northwestern section of the proposal. The rather steep, sloping terrain and the irregular shaped parcel of land has made it a difficult project to plan. The applicant has proposed a project that requires two Variances. The first Variance would allow perimeter retaining walls to be six feet tall without landscaped steps, where three and one-half feet is the maximum allowed.

Staff does not support this request. The project could be designed to meet the required code standards by utilizing the stepped-up design advocated in the Lone Mountain West Plan. By designing the project with the requested Variance, the applicant is able to develop additional lots that would not be possible otherwise. The second Variance request addresses the noncompliant residential street designs. The applicant has requested to build 40-foot wide private streets with no sidewalks or amenity zones where 47-foot wide streets with sidewalks and amenity zones on both sides are required. No reason for this request has been offered by the applicant. Staff does not support this request.

A Vacation for a public right-of-way dedicated for a future street is also needed for this project. The Public Works Department has provided the following comments:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *N/A as it is to eliminate rights-of-way in conflict with a proposed subdivision.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, since the streets do not currently exist.*

C. Does it appear that the vacation request involves only excess right-of-way? *No, it is for rights-of-way in conflict with a proposed subdivision.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes, SDR-47610, an Astoria Homes subdivision site.*

E. Does this vacation request eliminate public street access to any abutting parcel? *No.*

F. Does this vacation request result in a conflict with any existing City requirements? *No.*

G. Does the Department of Public Works have an objection to this vacation request? *No.*

The site plan shows 15 areas of planned open space throughout the project. The largest area encases the proposed water pump house and is 20,597 square feet. The most active areas are along Lavander Glass Lane where a Multi-Use Transportation Trail designed to the specifications shown in the Transportation Trails Element of the Las Vegas 2020 Master Plan is required along the existing Nevada Power easement. The conceptual landscape plan shows a trail extending through an open space area in the easement, but it is not clear whether this path matches the City's trail requirements. A condition has been added to address this concern. The project exceeds the minimum open space requirement by one percent.

The Master Development Plan requires the provision of 330 square feet of open space per dwelling unit within each development. The applicant will provide an additional 2,911 square feet of usable open space over the required amount within the various parks and landscape features, thereby meeting the Plan standards. Some areas along the western edge of the development are undeveloped drainage channels, but cannot be considered usable open space. These areas were not counted as part of the open space total. The conceptual landscape plan either meets or exceeds Title 19.06 requirements for single family developments. Plant materials will be diverse, with four different species of trees and accompanying shrubs provided. Hardscape materials will include decomposed granite, granite boulders, granite cobble, and river rock. All required landscaping is in conformance with both Title 19.06 and Lone Mountain West Master Plan requirements.

Per Title 19.06, perimeter buffer trees in single-family developments are only required along streets classified as collector (60-foot) or larger. The only streets in this development meeting that classification are Peaceful Dawn Avenue and Lone Mountain Road. Trees would also be planted along Kersee Street and within common areas. The conceptual landscape plan also shows the required number of shrubs per Title 19.06.

With no direct access to Lone Mountain Road provided, traffic on Peaceful Dawn Avenue and Stange Avenue will be greatly impacted. Sixty-two proposed lots will only have direct access off of Peaceful Dawn Avenue through a controlled gate. The remaining 266 lots will only have access via Stange Avenue via two entrances. The project could be redesigned with direct access from Lone Mountain Road that would reduce the traffic impacts on adjacent residential neighborhoods that this project will generate as proposed.

Finally, the Lone Mountain West Master Plan encourages single-story dwellings adjacent to open spaces and on corner lots. This project calls for all two-story dwellings that will create a "canyon-like" aesthetic that will limit the effect the open space could have on the neighborhoods. Overall, this proposal deviates widely from the goals and objectives outlined in the Lone Mountain West Master Plan as evidenced by the requested Variances and deviations; therefore, staff recommends denial of the Variances, Vacation and Site Development Review Plan as submitted.

FINDINGS (MOD-47606)

Approval is recommended based on the compatibility of the proposed L (Low Density) land use designation with the pattern of low density development already existing within this portion of the Lone Mountain West Master Development Plan area.

FINDINGS (ZON-47605)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The existing Master Plan land use designation of the three subject parcels is PCD (Planned Community Development). The PD (Planned Development) zoning district conforms to the PCD designation. Furthermore, the Lone Mountain West Master Development Plan states that the Planned Development District is the zoning mechanism for implementing the Plan (Section 2.6.1). The proposed development would not increase the overall density of the PCD area above eight dwelling units per gross acre, in keeping with the Master (General) Plan requirement.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The PD (Planned Development) District allows for various individual residential, office, retail, entertainment or commercial uses or for mixed-use developments where commercial and residential uses are combined. The uses on this property would be governed by the Lone Mountain West Master Development Plan, which would restrict the property to only residential and associated ancillary uses. These uses are compatible with similar residential developments already existing to the east of the subject property.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The PD (Planned Development) District is the appropriate zoning mechanism for implementing the Master Plan as development becomes necessary. According to the Plan, development is expected to expand west of the Beltway to the Puli Drive alignment.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The entire 328-lot development would be served by two, 60-foot public rights-of-way (Stange and Peaceful Dawn Avenues), which are currently the only available collectors to connect with Cliff Shadows Parkway. Adjacent roadways and neighborhoods could be negatively affected by increased traffic.

FINDINGS (VAR-47607)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing retaining walls exceeding the maximum height limit allowed. An alternative site design would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (VAR-47609)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing streets that do not meet minimum design standards. Designing the streets to minimum code standards would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-47610)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   Single family development is appropriate for the Lone Mountain West area. However, the unusual shape of the land, steep slopes and limited access to the site make the proposed development difficult to support as designed.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   With approval of a Major Modification to the Lone Mountain West Master Development Plan, a Rezoning to PD (Planned Development), the two associated Variances, and conformance to the conditions of approval of this item, the proposed development will be consistent with all City plans and policies.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The entire 328-lot development would be served by two, 60-foot public rights-of-way (Stange and Peaceful Dawn Avenues), which are currently the only available collectors to connect with Cliff Shadows Parkway. Adjacent roadways and neighborhoods would be negatively affected by increased traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Landscape materials are drought-tolerant and provide aesthetic appeal appropriate to the area. Building materials, though not provided with the submittal, are similar to other projects constructed by the applicant.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The prevailing height of most residential structures in the area is two stories. The two story models proposed for this development are more appropriate away from any existing or future residential areas. The provided elevations are otherwise harmonious and compatible with development elsewhere within the Lone Mountain West Master Plan area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Development of the proposed site is subject to review and inspection, thereby protecting the public's health, safety and welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9 (MOD-47606 & ZON-47605)
31 (ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610)

NOTICES MAILED
258 (MOD-47606) by the City Clerk
418 (ZON-47605) by the City Clerk
551 (VAR-47607, VAR-47609 & SDR-47610) by the City Clerk
36(VAC-47611) by the City Clerk

YK

APPROVALS	3 (MOD-47606)
	8 (ZON-47605)
	3 (VAR-47607)
	2 (VAR-47609)
	0 (VAC-47611)
	7 (SDR-47610)
PROTESTS	6 (MOD-47606)
	5 (ZON-47605)
	12 (VAR-47607)
	13 (VAR-47609
	0 (VAC-47611)
	6 (SDR-47610)

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **MOD-47606** APN: 137-01-101-011, 137-01-101-010, 137-01-201-008

Name of Property Owner: IOTA TUSCAN, LLC

Name of Applicant: Astoria Residential

Name of Representative: Tanet Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On November 21, 2012, before me, Lynn Mattson, Notary Public, personally appeared Jim Stockhausen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYNN MATTSON
Commission # 1930475
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2015

Signature _____ (SEAL)
Signature of Notary Public

MOD-47606

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: MOD-476006 APN: 137-01-101-001,009,137-01-201-001

Name of Property Owner: T H M ENTERPRISES LLC

Name of Applicant: Astoria Residential

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Tom McCormick

Subscribed and sworn before me

This 20 day of November, 2012

Anna Schlieper

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: MAJOR MODIFICATION

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-010, -011, & 137-01-201-006 **Ward #** 4

General Plan: existing Low **proposed** Low **Zoning: existing** U/PCD **proposed** PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information

PROPERTY OWNER IOTA TUSCAN LLC **Contact**

Address 4675 MACARTHUR CT #1550 **Phone:** **Fax:**

City NEWPORT BEACH **State** CA **Zip** 92660-2042

E-mail Address

APPLICANT ASTORIA RESIDENTIAL **Contact** BRAD BOE

Address 10655 PARK RUN DRIVE, SUITE#230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City LAS VEGAS **State** NV **Zip** 89144

E-mail Address BBoe@AstoriaResidential.com

REPRESENTATIVE TANEY ENGINEERING **Contact** ROBERT CUNNINGHAM

Address 6030 SOUTH JONES #100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address RC@TANEYCORP.COM

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 JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	MOD-47606
Meeting Date:	1/8/13
Total Fee:	$1000.-
Date Received:*	11/21/12
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.

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: MAJOR MODIFICATION

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-001,009,137-01-201-001 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information 137-01-201-002, 011,012, 137-01-301-001, 002

PROPERTY OWNER T H M Enterprises, LLC **Contact**

Address 10655 Park Run Drive, #230 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89144-4590

E-mail Address

APPLICANT Astoria Residential **Contact** Brad Boe

Address 10655 Park Run Drive, Ste. 230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City Las Vegas **State** NV **Zip** 89144

E-mail Address bboe@astoriaresidential.com

REPRESENTATIVE Taney Engineering **Contact** Robert Cunningham

Address 6030 South Jones Blvd, Ste. 100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address rc@taneycorp.com

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 Tom McCormick

Subscribed and sworn before me

This 20 day of NOVEMBER, 20 12.

Anna Schlieper

Notary Public in and for said County and State

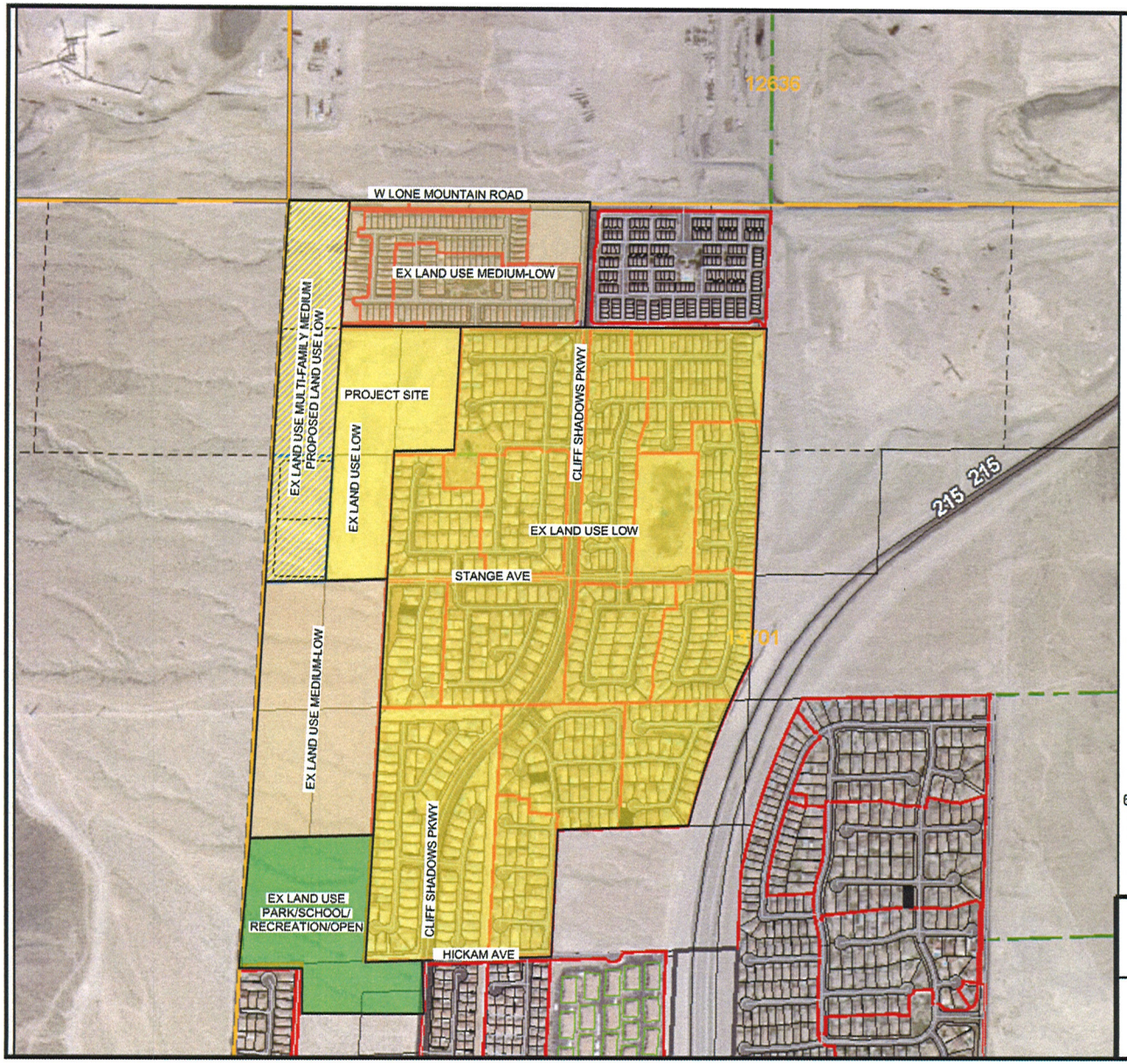
NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

FOR DEPARTMENT USE ONLY

Case #	MOD-47606
Meeting Date:	1/8/13
Total Fee:	
Date Received:*	11/21/12
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08



MOD-47606, ZON-47605
VAR-47607, VAR-47609
SDR-47610, VAC-47611

- LOW
- MEDIUM LOW
- MULTI-FAMILY MEDIUM
- PARKS/SCHOOLS/RECREATION/OPEN SPACE

RECEIVED
NOV 2 1 2012

600 0 300 600 1200 2400

(IN FEET)
1 inch = 600ft.

PEACEFUL RIDGE
LANDUSE PLAN

DATE:	11/20/12
SCALE:	1"=600'
JOB NO:	AST12002
SHEET:	1 OF 1

TANEY ENGINEERING
6030 S. JONES BLVD STE #100
LAS VEGAS, NV 89118
(702) 362-8844 FAX: (702) 362-5233

SITE PLAN
FOR
PEACEFUL RIDGE AT LONE MOUNTAIN & PULI

Call Before You Dig
811
1-800-227-2600
AND
CLARK COUNTY TRAFFIC OPERATIONS
1-800-455-7544

CALL BEFORE YOU DIG OVERHEAD
1-702-227-2929

SITE INFORMATION

ASSESSORS PARCEL NUMBERS				137-01-101-001, 009, 010, 011, 137-01-201-001, 002, 003, 011, 012, 137-01-301-001, & 002
PROPOSED USE OF PROPERTY				SINGLE FAMILY RESIDENTIAL SUBDIVISION
EXISTING ZONING				PD
PROPOSED ZONING				PD
TOTAL PROPOSED LOTS				328 RESIDENTIAL LOTS (62-GATED, 94-50'X90', 172-40'X80') 28 COMMON LOTS
	GATED COMMUNITY	50'X90' LOTS	40'X80' LOTS	TOTAL
GROSS ACREAGE	15.7	17.4	21.9	55.0
NET ACREAGE	15.3	16.7	21.5	53.5
DENSITY (BASED ON GROSS ACREAGE)	3.95 LOTS/ACRE	5.40 LOTS/ACRE	7.85 LOTS/ACRE	
PARKING REQUIRED				2 PER UNIT = 656 SPACES
PARKING PROVIDED				656 SPACES IN 2 CAR GARAGES, DRIVEWAYS, AND ON-STREET PARKING
OPEN SPACE REQUIRED (330 SF/LOT)				108,240 SQ FT
OPEN SPACE PROVIDED				111,151 SQ FT

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL CONFORM TO THE CLARK COUNTY STANDARDS AND SPECIFICATIONS.
2. UTILITIES:

WATER	LAS VEGAS VALLEY WATER DISTRICT
SEWER	CITY OF LAS VEGAS
POWER	NV ENERGY
TELEPHONE	CENTURYLINK
GAS	SOUTHWEST GAS CORPORATION
CATV	COX CABLE
SOLID WASTE DISPOSAL	REPUBLIC SERVICES

3. UTILITY EASEMENTS TO BE DEDICATED TO RESPECTIVE AGENCIES.
4. THIS DEVELOPMENT IS SHOWN IN ITS ENTIRETY AND IS NOT PART OF ANY MASTER PLAN.
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10. PERIMETER AND ENTRY LANDSCAPE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LEGAL DESCRIPTION

APN # 137-01-101-001, 009, 010, 011, 137-01-201-001, 002, 003, 011, 012, 137-01-301-001, & 002

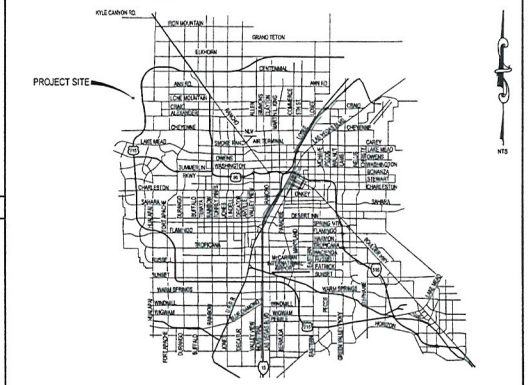
BENCHMARK

PROJECT VERTICAL DATUM: NAVD88
CITY OF LAS VEGAS BENCHMARK 1LV09-1WE
NAVD88 ELEV. 895.0609M 2936.55 FT
RIVET AND PLATE IN TOP OF CURB AT NORTHEAST CORNER OF CLIFF SHADOWS AND DIEGOVILLE.

BASIS OF BEARINGS

SOUTH 67°47'07" WEST, BEING THE BEARING OF THE SOUTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 113, PAGE 87 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

VICINITY MAP



CONNECTIVITY RATIO

GATED COMMUNITY	50'X90' LOTS	40'X80' LOTS	TOTAL
LINKS: 3	LINKS: 16	LINKS: 18	LINKS: 37
NODES: 3	NODES: 12	NODES: 13	NODES: 27
RATIO: 1.00	RATIO: 1.33	RATIO: 1.50	RATIO: 1.37

UTILITY DISCLAIMER NOTE

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CALL BEFORE YOU DIG: 1-800-227-2600
CALL BEFORE YOU OVERHEAD: 1-702-227-2929

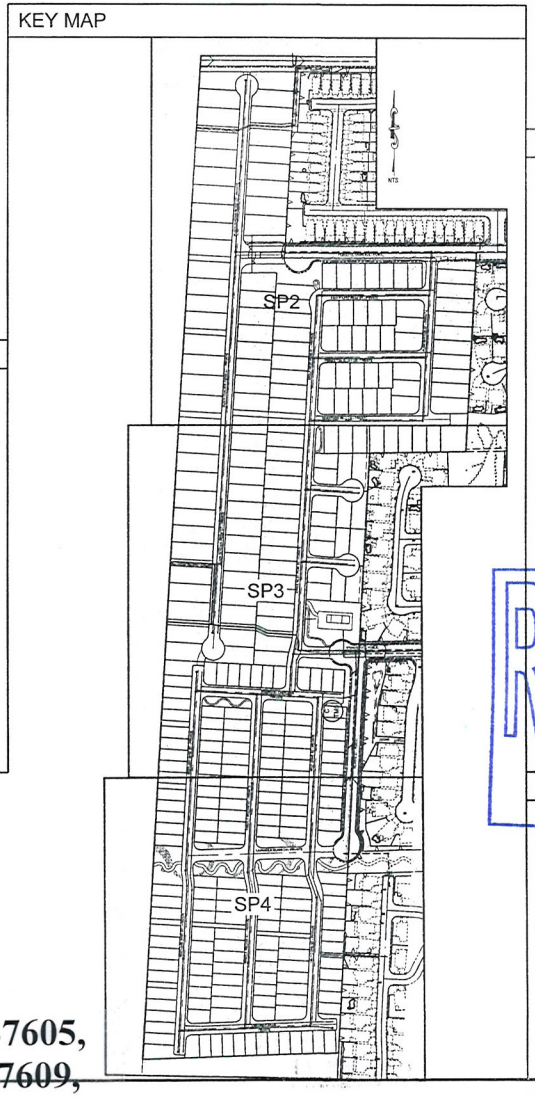
DEVELOPER

ASTORIA REIDENTIAL
10555 PARK RUN DRIVE SUITE 230
LAS VEGAS, NV 89144
(702) 853-6220 PHONE

ENGINEER

TANEY ENGINEERING COMPANY
8330 S JONES BLVD. STE #100
LAS VEGAS, NV 89118
(702) 362-8844 PHONE (702) 362-5233 FAX

KEY MAP



LEGEND

	EXISTING	PROPOSED
DESIGN ELEVATION	(10.00)	10.00
FUTURE ELEVATION		(10.00)
SCARP (SLOPE VARIES)		
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
DIRECTION OF FLOW		
RETAINING WALL		
CMU WALL		
CENTERLINE		
RIGHT-OF-WAY		
CUT LINE-ASPHALT		
CURB AND GUTTER		
POWER POLE		
SIDEWALK RAMP		
CURB DROP INLET		
STORM DRAIN MANHOLE		
SIDEWALK		
PROPERTY LINE		
CUT-FILL LINE		
EDGE OF PAVEMENT		
SIGHT VISIBILITY ZONE		
CAP & 2" BLOW OFF VALVE		
WATERLINE FITTINGS		
GATE VALVE		
FIRE HYDRANT		
SEWER LINE MANHOLE		
SEWER LATERAL		
WATER LINE		
WATER LATERAL W/METER		
PRESSURE REDUCING VALVE		PRV
BACKWATER VALVE		BWV
200A SERVICE PEDESTAL		
STREET LIGHT CONDUIT		
F.A.S.T. CONDUIT		
TRAFFIC SIGN		
STOP SIGN W/STREET NAME SIGN		
100W HPS LUMINAIRE W/11 GA. POLE		
150W HPS LUMINAIRE W/11 GA. POLE		
250W HPS LUMINAIRE W/11 GA. POLE		
400W HPS LUMINAIRE W/11 GA. POLE		

ABBREVIATIONS

AC	ASPHALT CONCRETE	OC	ON CENTER
BOC	BACK OF CURB	PB	PULL BOX
BCR	BACK OF CURB RADIUS	PC	POINT OF CURVE
BM	BENCHMARK	PCC	POINT OF COMPOUND CURVE
BVC	BEGIN VERTICAL CURVE	PI	POINT OF INTERSECTION
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CC	CLARK COUNTY	PLT	PLATE
CL	CENTERLINE	POC	POINT OF CONNECTION
CLV	CITY OF LAS VEGAS	PP	POWER POLE
CNLV	CITY OF NORTH LAS VEGAS	PRC	POINT OF REVERSE CURVE
CO	CLEAN OUT, SEWER	PT	POINT OF TANGENCY
COH	CITY OF HENDERSON	PVC	POLYVINYL CHLORIDE
CY	CUBIC YARD	R	RADIUS
DG	DESIGN GRADE	RCB	REINFORCED CONCRETE BOX
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EP	EDGE OF PAVEMENT	SD	STORM DRAIN
EVC	END VERTICAL CURVE	STLT	STREETLIGHT
EX	EXISTING	SNWA	SOUTHERN NEVADA WATER AUTHORITY
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FT	FEET	SW	SIDEWALK
GB	GRADE BREAK	TC	TOP OF CURB
GFF	GARAGE FINISH FLOOR	TF	TOP OF FOOTING
HP	HIGH POINT	TR	TOP OF RETAINING
INV	INVERT	TW	TOP OF WALL
LF	LINEAR FEET	TYP	TYPICAL
LT	LEFT	UDACS	UNIFORM DESIGN AND CONSTRUCTION STANDARDS
LVVWD	LAS VEGAS VALLEY WATER DISTRICT	USD	UNIFORM STANDARD DRAWING
MAX	MAXIMUM	VC	VERTICAL CURVE
MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
MIN	MINIMUM	VG	VALLEY GUTTER
NTS	NOT TO SCALE	W	WATER
		ZC	ZERO LIP CURB

MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610
REVISED

RECEIVED
DEC 20 2012
City of Las Vegas
Department of Planning

NO.	DESCRIPTION	BY	DATE	APPR.
	REVISIONS			

TANEY ENGINEERING
8330 S. JONES BLVD STE # 100
LAS VEGAS, NV 89118
(702) 362-8844 FAX (702) 362-5233

ASTORIA RESIDENTIAL
10555 PARK RUN DRIVE SUITE 230
LAS VEGAS, NEVADA 89144
(702) 853-6220 FAX

PEACEFUL RIDGE
AT LONE MOUNTAIN & PULI
A RESIDENTIAL SUBDIVISION

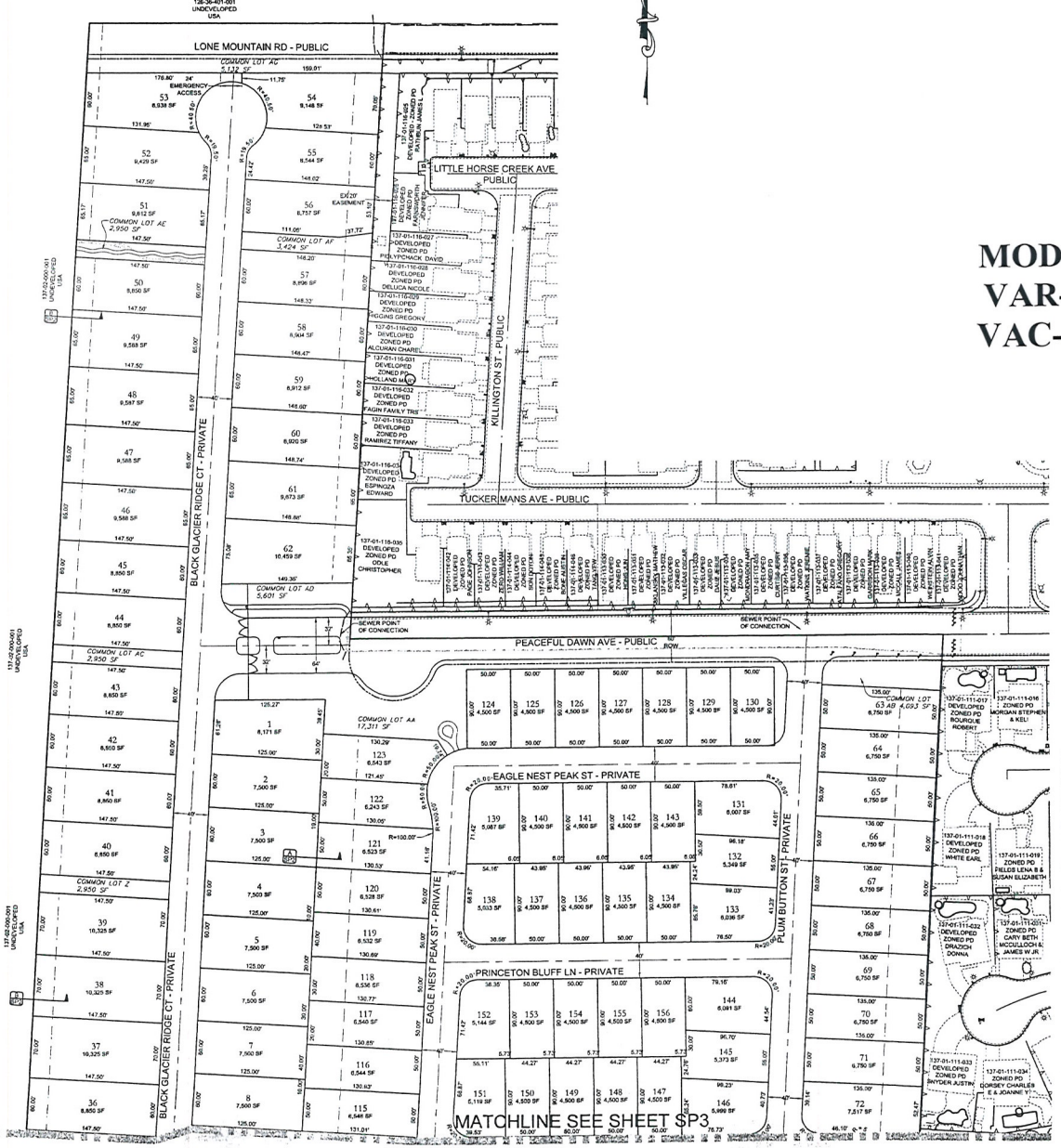
SITE PLAN

ROBERT D. CUNNINGHAM
Exp. 12-31-14
CIVIL
No. 15726
ENGINEER'S SEAL

DATE:	12.20.12
SCALE:	1"=60'
JOB NO:	AST-12-002
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	SP1
SHEET:	1 OF 4

FILE NAME: TM.DWG

MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610 REVISED



RECEIVED
DEC 20 2012
City of Las Vegas
Department of Planning

SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

UTILITY LOCATIONS

WATER - NEAREST WATER POINT OF CONNECTION IS LOCATED IN DONALD ROAD (8") AND DORRELL ROAD (10"). LVVWD IS THE PURVEYOR.

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ABBREVIATIONS

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BW	BOTTOM OF EXISTING WALL	PE	POLYETHYLENE
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CC	CLARK COUNTY	PL	PROPERTY LINE
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CMP	CORRUGATED METAL PIPE	PRC	POINT OF REVERSE CURVE
CNLV	CITY OF NORTH LAS VEGAS	PT	POINT OF TANGENCY
CO	CLEAN OUT, SEWER	PVC	POLYVINYL CHLORIDE
COH	CITY OF HENDERSON	R	RADIUS
CY	CUBIC YARD	RCB	REINFORCED CONCRETE BOX
DG	DESIGN GRADE	RCP	REINFORCED CONCRETE PIPE
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DIP	DUCTILE IRON PIPE	RT	RIGHT
EC	END OF CURVE	SD	STORM DRAIN
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MH	MANHOLE	W	WATER
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NO.	DESCRIPTION	BY	DATE	APPR.
	REVISIONS			

ASTORIA RESIDENTIAL
10091 PARK RUN DRIVE SUITE 200
LAS VEGAS, NEVADA 89144
(702) 853-5300 FAX:

TINDLEY ENGINEERING
6030 S. JONES BLVD STE # 100
LAS VEGAS, NV 89118
(702) 304-0444 FAX: (702) 362-2335

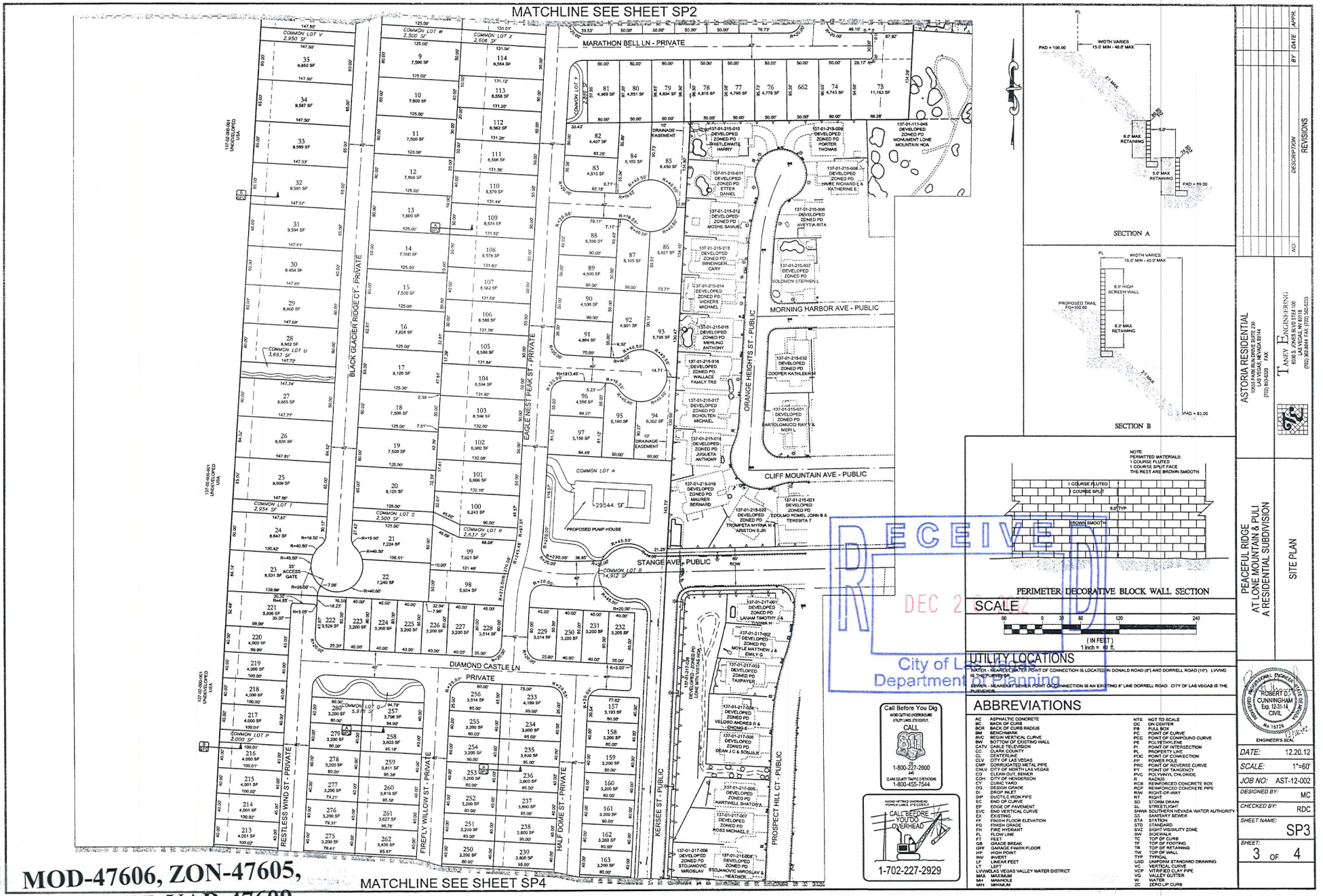
PEACEFUL RIDGE
AT LONE MOUNTAIN & PUBLI
A RESIDENTIAL SUBDIVISION

SITE PLAN

ROBERT D. CUNNINGHAM
Exp. 12-31-14
CIVIL
No. 15726
STATE OF NEVADA
ENGINEER'S SEAL

DATE:	12.20.12
SCALE:	1"=60'
JOB NO:	AST-12-002
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	SP2
SHEET:	2 OF 4

FILE NAME: TM.DWG



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Department of Planning

MOD-47606, ZON-47605,
VAR-47607, VAR-47609,
VAC-47611 & SDR-47610
REVISED

NO.	DESCRIPTION	BY	DATE	APPR.
	REVISIONS			

ASTORIA RESIDENTIAL
10120 SOUTH EASTERN AVE #200
LAS VEGAS, NEVADA 89114
(702) 853-6200 FAX

TANEY ENGINEERING
6030 S. JONES BLVD STE # 100
LAS VEGAS, NEVADA 89118
(702) 362-8844 FAX (702) 362-8333

PEACEFUL RIDGE
AT LONE MOUNTAIN & PULI
A RESIDENTIAL SUBDIVISION

SITE PLAN

ROBERT D. CUNNINGHAM
Exp. 12-31-14
CIVIL
No. 15725
ENGINEER'S SEAL

DATE:	12.20.12
SCALE:	1"=60'
JOB NO:	AST-12-002
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	SP3
SHEET:	3 OF 4

FILE NAME: SP3

MATCHLINE SEE SHEET SP3

RECEIVED
DEC 20 2012
City of Las Vegas
Department of Planning

MOD-47606, ZON-47605,
VAR-47607, VAR-47609,
VAC-47611 & SDR-47610
REVISED

SCALE

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(IN FEET)
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Call Before You Dig
811
CALL
1-800-227-2600
OR
CLARK COUNTY TRAFFIC OPERATIONS
1-800-455-7544

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.
CALL BEFORE YOU DO OVERHEAD
1-702-227-2929

NO	DESCRIPTION	BY	DATE	APPR.
	REVISIONS			

ASTORIA RESIDENTIAL
10120 SOUTH EASTERN AVENUE, SUITE 200
LAS VEGAS, NEVADA 89144
(702) 853-6200 FAX:

TANEY ENGINEERING
6030 S. JONES BLVD STE # 100
LAS VEGAS, NEVADA 89118
(702) 362-8844 FAX:(702) 362-0330

PEACEFUL RIDGE
AT LONE MOUNTAIN & PULI
A RESIDENTIAL SUBDIVISION

SITE PLAN

ROBERT D. CUNNINGHAM
Exp. 12-31-14
CIVIL
No. 15726
ENGINEER'S SEAL

DATE:	12.20.12
SCALE:	1"=60'
JOB NO:	AST-12-002
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	SP4
SHEET:	4 OF 4

FILE NAME: TM.DWG

LANDSCAPE PLAN
FOR
PEACEFUL RIDGE AT LONE MOUNTAIN & PULI

Call Before You Dig
811
1-800-227-2600
1-800-455-7544

CALL BEFORE YOU DIG OVERHEAD
1-702-227-2929

SITE INFORMATION

ASSESSORS PARCEL NUMBERS	137-01-101-001, 006, 010, 011, 137-01-201-001, 002, 003, 011, 012, 137-01-301-001, & 002
PROPOSED USE OF PROPERTY	SINGLE FAMILY RESIDENTIAL SUBDIVISION
EXISTING ZONING	PD
PROPOSED ZONING	PD
TOTAL PROPOSED LOTS	338 RESIDENTIAL LOTS (62 GATED, 94-50'X90', 172-40'X80') 26 COMMON LOTS

	GATED COMMUNITY	50'X90' LOTS	40'X90' LOTS	TOTAL
GROSS ACREAGE	19.7	17.4	21.9	59.0
NET ACREAGE	18.3	16.7	21.5	53.5
DENSITY (BASED ON GROSS ACREAGE)	3.99 LOTS/ACRE	5.40 LOTS/ACRE	7.85 LOTS/ACRE	
PARKING REQUIRED	2 PER UNIT = 676 SPACES			
PARKING PROVIDED	676 SPACES IN 2 CAR GARAGES, DRIVEWAYS, AND ON-STREET PARKING			
OPEN SPACE REQUIRED (330 SF/LOT)	100,240 SQ FT			
OPEN SPACE PROVIDED	111,181 SQ FT			

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL CONFORM TO THE CLARK COUNTY STANDARDS AND SPECIFICATIONS.
2. UTILITIES:

WATER	LAS VEGAS VALLEY WATER DISTRICT
SEWER	CITY OF LAS VEGAS
POWER	NV ENERGY
TELEPHONE	CENTURYLINK
GAS	SOUTHWEST GAS CORPORATION
CATV	COX CABLE
SOLID WASTE DISPOSAL	REPUBLIC SERVICES

3. UTILITY EASEMENTS TO BE DEDICATED TO RESPECTIVE AGENCIES
4. THIS DEVELOPMENT IS SHOWN IN ITS ENTIRETY AND IS NOT PART OF ANY MASTER PLAN.
5. PEAK SEWAGE CONTRIBUTION: 62,000 GPD AVERAGE, 267,000 GPD PEAK
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LEGAL DESCRIPTION

APN # 137-01-101-001, 006, 010, 011,
137-01-201-001, 002, 003, 011,
012, 137-01-301-001, & 002

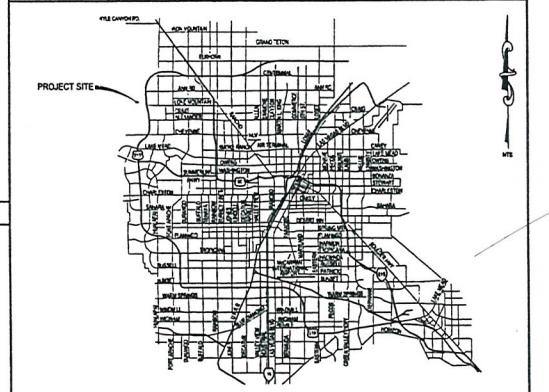
BENCHMARK

PROJECT VERTICAL DATUM: NAVD88
CITY OF LAS VEGAS BENCHMARK 15-VDB-1916
NAVD88 ELEV. 2961.860M/ 2836.55 FT.
RIVET AND PLATE IN TOP OF CURB AT NORTHEAST CORNER OF CLIFF SHADOWS AND DECOVILLE

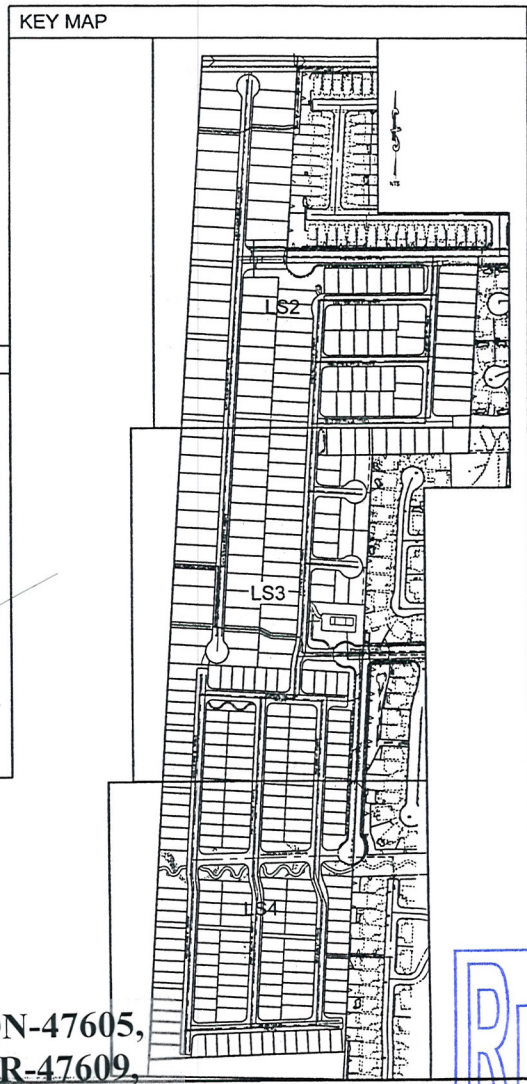
BASIS OF BEARINGS

SOUTH 87°47'07" WEST, BEING THE BEARING OF THE SOUTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 112, PAGE 87 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

VICINITY MAP



KEY MAP



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RATIO: 1.00	RATIO: 1.33	RATIO: 1.50	RATIO: 1.37

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DEVELOPER

ASTORIA RESIDENTIAL
10655 PARK RUN DRIVE SUITE 230
LAS VEGAS, NV 89144
(702) 833-8320 PHONE

ENGINEER

TANEY ENGINEERING COMPANY
8330 S. JONES BLVD. STE #100
LAS VEGAS, NV 89118
(702) 362-8844 PHONE (702) 362-8233 FAX

LEGEND

	EXISTING	PROPOSED
DESIGN ELEVATION	(10.0)	10.00
FUTURE ELEVATION		[10.00]
SCARP (SLOPE VARIES)		
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
DIRECTION OF FLOW		
RETAINING WALL		
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CURB AND GUTTER		
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STORM DRAIN MANHOLE		
SIDEWALK		
PROPERTY LINE		
CUT-FILL LINE		
EDGE OF PAVEMENT		
SIGHT VISIBILITY ZONE		
CAP & 3" BLOW OFF VALVE		
WATERLINE FITTINGS		
GATE VALVE		
FIRE HYDRANT		
SEWER LINE MANHOLE		
SEWER LATERAL		
WATER LINE		
WATER LATERAL WMETER		
PRESSURE REDUCING VALVE		
BACKWATER VALVE		
200A SERVICE PEDESTAL		
STREET LIGHT CONDUIT		
F.A.S.T. CONDUIT		
TRAFFIC SIGN		
STOP SIGN W/STREET NAME SIGN		
100W HPS LUMINAIRE W/11 GA. POLE		
150W HPS LUMINAIRE W/11 GA. POLE		
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CLV	CITY OF NORTH LAS VEGAS	PRC	POINT OF REVERSE CURVE
CO	CLEAN OUT, SEWER	PT	POINT OF TANGENCY
CO#	CITY OF HENDERSON	PVC	POLY VINYL CHLORIDE
CY	CUBIC YARD	R	RADIUS
DG	DESIGN GRADE	RCB	REINFORCED CONCRETE BOX
DI	DROP IN ET	RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	R/W	RIGHT-OF-WAY
DIPS	DUCTILE IRON PIPE	RT	RIGHT
EC	END OF CURVE	SD	STORM DRAIN
EP	EDGE OF PAVEMENT	STLT	STREETLIGHT
EVC	END VERTICAL CURVE	SNWA	SOUTHERN NEVADA WATER AUTHORITY
FF	FINISH FLOOR	SS	SANITARY SEWER
FFE	FINISH FLOOR ELEVATION	STA	STATION
FG	FINISH GRADE	STD	STANDARD
FH	FIRE HYDRANT	SVZ	SIGHT VISIBILITY ZONE
FL	FLOWLINE	SW	SIDEWALK
FT	FEET	TC	TOP OF CURB
GB	GRADE BREAK	TF	TOP OF FOOTING
GFF	GARAGE FINISH FLOOR	TR	TOP OF RETAINING
HP	HIGH POINT	TW	TOP OF WALL
INV	INVERT	TYP	TYPICAL
LF	LINEAR FEET	UDACS	UNIFORM DESIGN AND CONSTRUCTION STANDARDS
LT	LEFT	UNS	UNIFORM STANDARD DRAWING
LVVWCA	LAS VEGAS VALLEY WATER DISTRICT	VC	VERTICAL CURVE
MAX	MAXIMUM	VCP	VITRIFIED CLAY PIPE
MH	MANHOLE	VG	VALLEY GUTTER
MIN	MINIMUM	W	WATER
NTS	NOT TO SCALE	ZC	ZERO LIP CURB

MOD-47606, ZON-47605,
VAR-47607, VAR-47609,
VAC-47611 & SDR-47610
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(702) 833-8320 FAX

TANEY ENGINEERING
8330 S. JONES BLVD. #100
LAS VEGAS, NV 89118
(702) 362-8844 FAX: (702) 362-8233

PEACEFUL RIDGE
AT LONE MOUNTAIN & PULI
A RESIDENTIAL SUBDIVISION

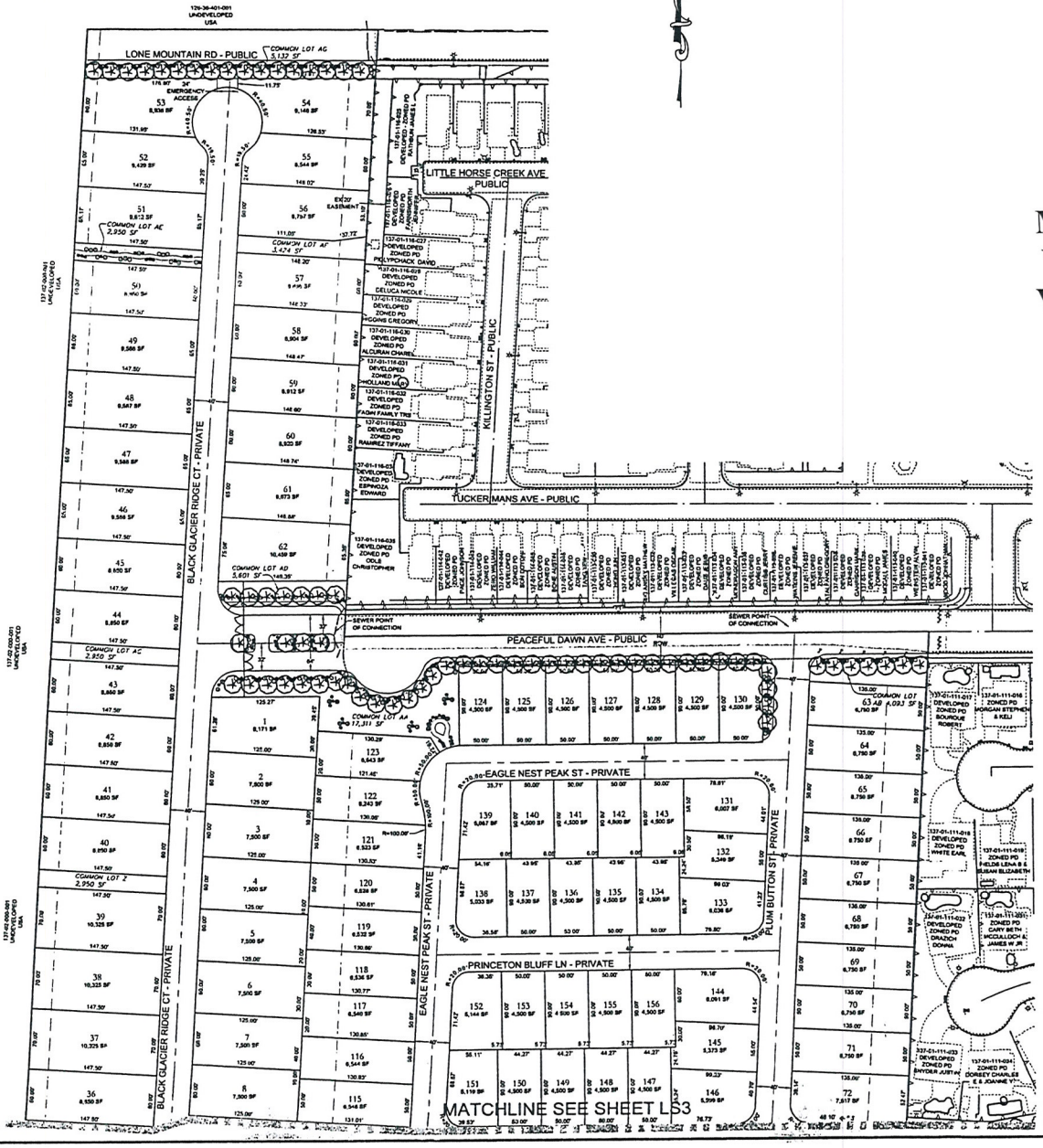
LANDSCAPE PLAN

ROBERT D. CUNNINGHAM
Exp. 12-31-14
CIVIL
No. 13728
ENGINEER'S SEAL

DATE: 12.20.12
SCALE: 1"=60'
JOB NO: AST-12-002
DESIGNED BY: MC
CHECKED BY: RDC
SHEET NAME: LS1
SHEET: 1 OF 4

FILE NAME: TM DWG

MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610 REVISED



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TREE / PLANT SCHEDULE

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	Approx. 153	LARGE	20' On Center	MONDEL PINE	Pinus eldarica
	Approx. 265	1 - 5 Gallon	N/A	DESERT BROOM	Baccharis sarothroides
	Approx. 466	1 - 5 Gallon	N/A	DESERT MARIGOLD	Baileya multiradiata
	Approx. 27	SMALL	PER PLAN	LITTLE LEAF ASH	Fraxinus greggii

LANDSCAPING STANDARDS:
PLANTINGS SHOULD BE PROVIDED IN ACCORDANCE WITH THE LONE MOUNTAIN WEST (LMW) MASTER PLAN DOCUMENT, APPENDIX B, AND THE SOUTHERN NEVADA REGIONAL PLANTING COALITION REGIONAL PLANT LIST

LANDSCAPING FOR INDIVIDUAL LOTS:
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SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

UTILITY LOCATIONS

WATER - NEAREST WATER POINT OF CONNECTION IS LOCATED IN DONALD ROAD (8") AND DORRELL ROAD (10") LVVWD IS THE PURVEYOR.

SEWER - NEAREST SEWER POINT OF CONNECTION IS AN EXISTING 8" LINE DORRELL ROAD CITY OF LAS VEGAS IS THE PURVEYOR.

ABBREVIATIONS

AC	ASPHALTIC CONCRETE
BC	BACK OF CURB
BCR	BACK OF CURB RADIUS
BM	BENCHMARK
BVC	BEGIN VERTICAL CURVE
BW	BOTTOM OF EXISTING WALL
CATV	CABLE TELEVISION
CC	CLARK COUNTY
CL	CENTERLINE
CLV	CITY OF LAS VEGAS
CMP	CORRUGATED METAL PIPE
CNLV	CITY OF NORTH LAS VEGAS
CO	CLEAN OUT, SEWER
COH	CITY OF HENDERSON
CONC	CONCRETE
DI	DESIGN GRADE
DW	DRIVEWAY
EAC	EDGE OF ASPHALT
EC	END OF CURVE
EVC	END VERTICAL CURVE
EW	EACH WAY
FF	FINISH FLOOR ELEVATION
FND	FOUND
FW	FINISH WALL
FWY	FREEWAY
GB	GRADE BREAK
GFF	GARAGE FINISH FLOOR
HP	HIGH POINT
INVERT	INVERT
LF	LINEAR FEET
LT	LEFT
LVVWD	LAS VEGAS VALLEY WATER DISTRICT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MTS	NOT TO SCALE
OC	ON CENTER
PB	PULL BOX
PC	POINT OF CURVE
PCC	POINT OF COMPOUND CURVE
PE	POLYETHYLENE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
POC	POINT OF CONNECTION
PP	POWER POLE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE BOX
RCB	REINFORCED CONCRETE PIPE
RW	RIGHT-OF-WAY
SD	STORM DRAIN
SDE	STREETLIGHT
SNWA	SOUTHERN NEVADA WATER AUTHORITY
SS	SANITARY SEWER
STA	STATION
STD	STANDARD
SVZ	SIGHT VISIBILITY ZONE
SW	SIDEWALK
TC	TOP OF CURB
TF	TOP OF FOOTING
TR	TOP OF RETAINING
TW	TOP OF WALL
TYP	TYPICAL
UBC	UNIFORM STANDARD DRAWING
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VG	VALLEY GUTTER
W	WATER
ZC	ZERO LIP CURB

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LAS VEGAS, NEVADA 89148
(702) 362-8844 FAX: (702) 362-8353

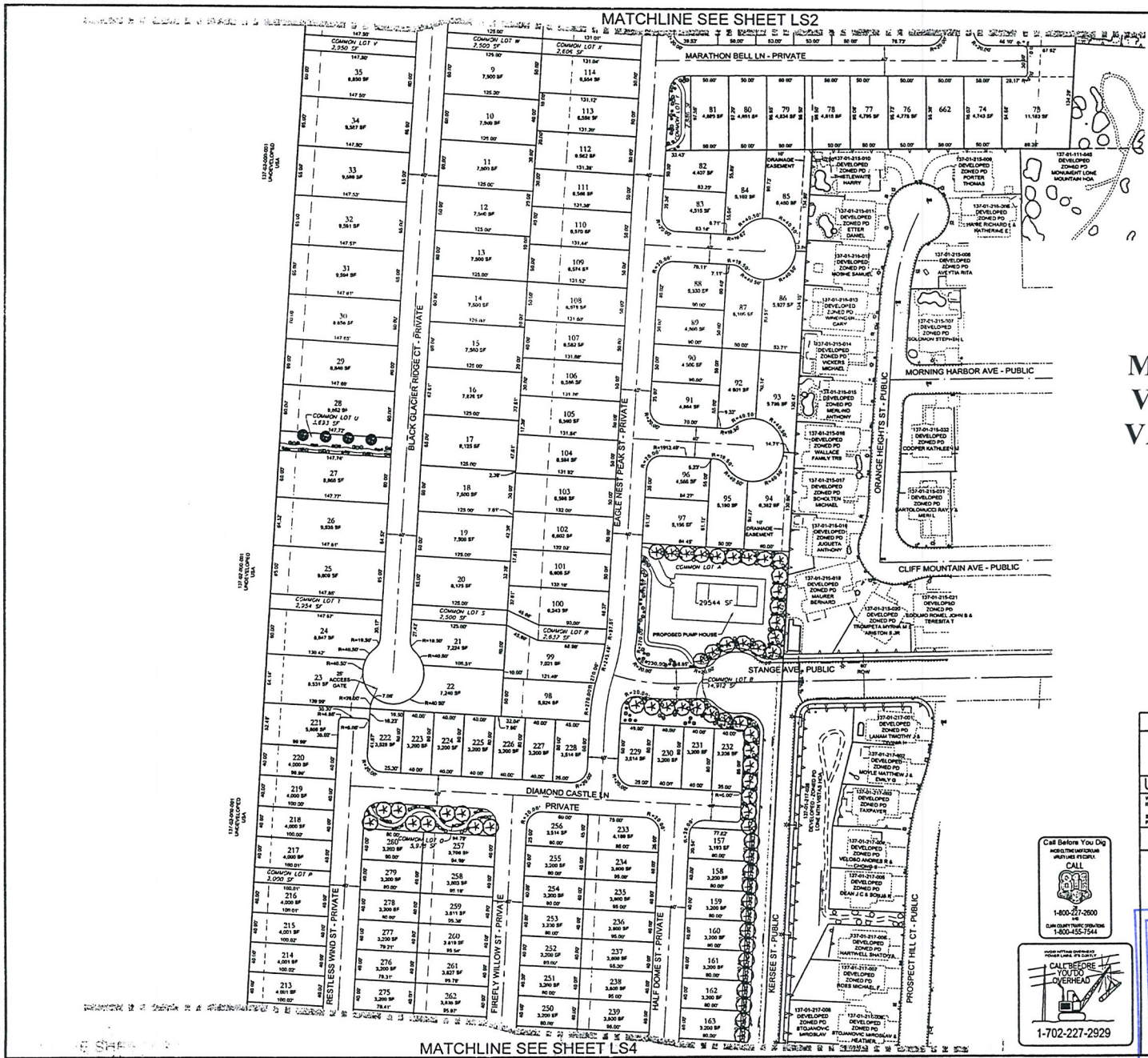
NO.	DESCRIPTION	BY	DATE
	REVISIONS		APP'R

PEACEFUL RIDGE
AT LONE MOUNTAIN & PULI
A RESIDENTIAL SUBDIVISION

LANDSCAPE PLAN

ROBERT D. CUNNINGHAM
Exp. 12-31-14
CIVIL
No. 15729
ENGINEER'S SEAL

DATE:	12.20.12
SCALE:	1"=60'
JOB NO:	AST-12-002
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	LS2
SHEET:	2 OF 4



MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610 REVISED

TREE / PLANT SCHEDULE

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	Approx. 153	LARGE	20' On Center	MONDEL PINE	Pinus eldarica
	Approx. 363	1 - 5 Gallon	N/A	DESERT BROOM	Baccharis sarothroides
	Approx. 460	1 - 5 Gallon	N/A	DESERT MARIGOLD	Baileya multiradiata
	Approx. 27	SMALL	PER PLAN	LITTLE LEAF ASH	Fraxinus greggii

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SEWER - NEAREST SEWER POINT OF CONNECTION IS AN EXISTING 8" LINE DORRELL ROAD CITY OF LAS VEGAS IS THE PURVEYOR.

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	NTS	NOT TO SCALE
BC	BACK OF CURB	OC	ON CENTER
BCR	BACK OF CURB RADIUS	PB	PULL BOX
BM	BENCHMARK	PC	POINT OF CURVE
BVC	BEGIN VERTICAL CURVE	PCC	POINT OF COMPOUND CURVE
BW	BOTTOM OF EXISTING WALL	PVC	POLYVINYLCHLORIDE
CATV	CABLE TELEVISION	PI	POINT OF INTERSECTION
CC	CLARK COUNTY	PL	PROPERTY LINE
CL	CENTERLINE	POC	POINT OF CONNECTION
CLV	CITY OF LAS VEGAS	PP	POWER POLE
CM	CORRUGATED METAL PIPE	PRC	POINT OF REVERSE CURVE
CMLV	CITY OF NORTH LAS VEGAS	PW	RIGHT OF WAY AGENCY
CO	CLEAN OUT, SEWER	PVC	POLYVINYL CHLORIDE
COH	CITY OF HENDERSON	R	RADIUS
CY	CUBIC YARD	RCP	REINFORCED CONCRETE BOX
DG	DECOMPOSED GRANITE	RCP	REINFORCED CONCRETE PIPE
DI	DROP INLET	R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	SC	SCHEDULE
EG	EXISTING GRADE	SD	STORM DRAIN
EP	EDGE OF PAVEMENT	SL	STREETLIGHT
EVC	END VERTICAL CURVE	SNWA	SOUTHERN NEVADA WATER AUTHORITY
EX	EXISTING	SS	SANITARY SEWER
FF	FINISH FLOOR ELEVATION	STA	STATION
FG	FINISH GRADE	STD	STANDARD
FH	FIRE HYDRANT	SWZ	SIGHT VISIBILITY ZONE
FL	FLOW LINE	TC	TOP OF CURB
FS	FIELD SPAN	TF	TOP OF FOOTING
GB	GRADE BREAK	TFW	TOP OF RETAINING WALL
GFF	GARAGE FINISH FLOOR	TW	TOP OF WALL
HP	HIGH POINT	TYP	TYPICAL
INV	INVERT	UBC	UNIFORM STANDARD DRAWING
LF	LINEAR FEET	VC	VERTICAL CURVE
LVVWD	LAS VEGAS VALLEY WATER DISTRICT	VCP	VITRIFIED CLAY PIPE
MB	MAILBOX	VG	VALLEY GUTTER
MH	MANHOLE	W	WATER
MW	MANWAY	ZC	ZERO LIP CURB

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PEACEFUL RIDGE
AT LONE MOUNTAIN & PULI
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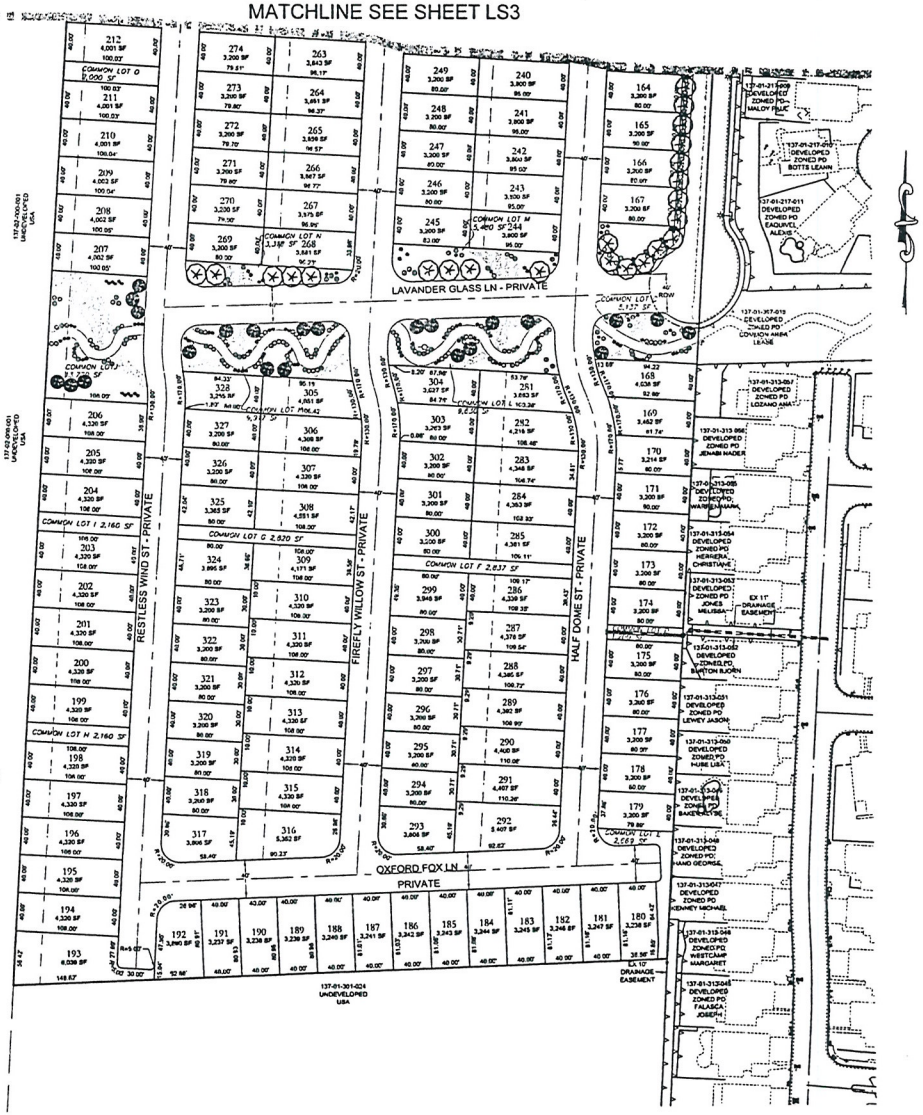
LANDSCAPE PLAN

ROBERT D. CUNNINGHAM
Exp. 12-31-14
CIVIL
No. 15725
STATE OF NEVADA
PROFESSIONAL ENGINEER
ENGINEER'S SEAL

DATE:	12.20.12
SCALE:	1"=60'
JOB NO:	AST-12-002
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	LS3
SHEET:	3 OF 4

FILE NAME: TM.DWG



MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610 REVISED

TREE / PLANT SCHEDULE

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	Approx. 153	LARGE	20' On Center	MONDEL PINE	Pinus eldarica
	Approx. 365	1 - 5 Gallon	N/A	DESERT BROOM	Baccharis sarothroides
	Approx. 460	1 - 5 Gallon	N/A	DESERT MARIGOLD	Baileya multiradiata
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(IN FEET)
1 inch = 60 ft.

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ABBREVIATIONS

AC	ASPHALTIC CONCRETE
BC	BACK OF CURB
BCR	BACK OF CURB RADIUS
BM	BENCHMARK
BVC	BEGIN VERTICAL CURVE
BW	BOTTOM OF EXISTING WALL
CATV	CABLE TELEVISION
CLR	CLEAR/CLARITY
CP	CONTROL POINT
CLV	CITY OF LAS VEGAS
CMP	CORRUGATED METAL PIPE
CNLV	CITY OF NORTH LAS VEGAS
CO	CLEAN OUT, SEWER
COH	CITY OF HENDERSON
CURB	CURB YARD
DI	DESIGN GRADE
DI	DROP INLET
DIP	DUCTILE IRON PIPE
EBC	EDGE OF CURB
EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
EX	EXISTING
FF	FINISH FLOOR ELEVATION
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FT	FEET
GB	GRADE BREAK
GFF	GARAGE FINISH FLOOR
HP	HIGH POINT
INV	INVERT
LF	LINEAR FEET
LT	LEFT
LVVWD	LAS VEGAS VALLEY WATER DISTRICT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
NTS	NOT TO SCALE
OC	ON CENTER
PB	PULL BOX
PC	POINT OF CURVE
PCC	POINT OF COMPOUND CURVE
PE	POLYETHYLENE
PI	POINT OF INTERSECTION
POC	POINT OF CONNECTION
POE	POINT OF ENDING
POB	POINT OF BEGINNING
PRC	POINT OF REVERSE CURVE
PVC	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
RW	RIGHT-OF-WAY
RT	RIGHT
SD	STORM DRAIN
SL	STREETLIGHT
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SS	SANITARY SEWER
STA	STATION
STD	STANDARD
SVE	SIGHT VISIBILITY ZONE
SW	SIDEWALK
TC	TOP OF CURB
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TR	TOP OF RETAINING
TW	TOP OF WALL
TYP	TYPICAL
UNO	UNIFORM STANDARD DRAWING
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VG	VALLEY GUTTER
W	WATER
WG	WING-LIP CURB

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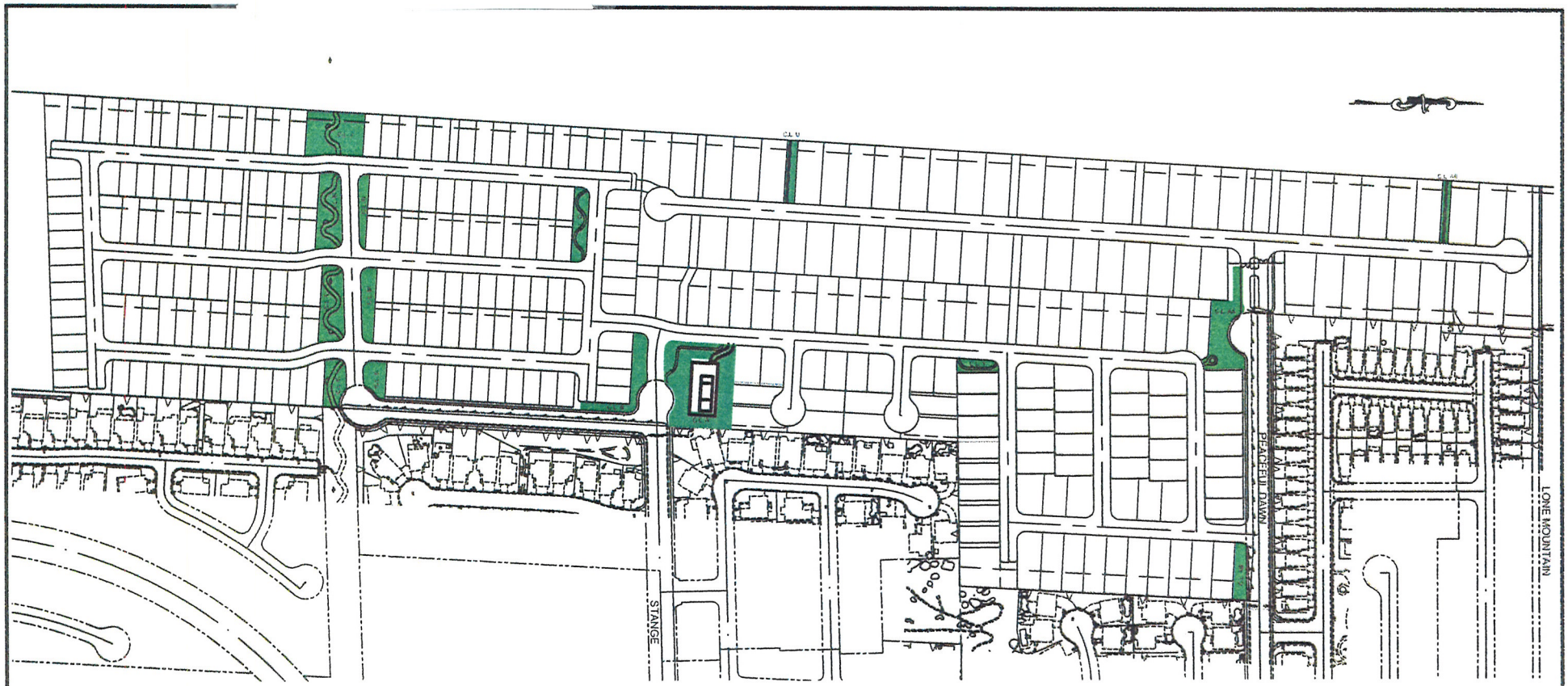
A RESIDENTIAL SUBDIVISION

LANDSCAPE PLAN

ROBERT D. CUNNINGHAM
Exp. 12-31-13
CIVIL
No. 15725
ENGINEER'S SEAL

DATE:	12.20.12
SCALE:	1"=60'
JOB NO:	AST-12-002
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	LS4
SHEET:	4 OF 4

FILE NAME: TN.DWG



AREAS USED FOR OPEN SPACE CALCULATION

COMMON LOT A	20,597 SF
COMMON LOT B	11,315 SF
COMMON LOT C	5,137 SF
COMMON LOT J	13,770 SF
COMMON LOT K	9,917 SF
COMMON LOT L	9,630 SF
COMMON LOT M	3,800 SF
COMMON LOT N	3,318 SF
COMMON LOT Q	5,978 SF
COMMON LOT U	3,693 SF
COMMON LOT Y	2,886 SF
COMMON LOT AA	14,067 SF
COMMON LOT AB	4,093 SF
COMMON LOT AE	2,950 SF
TOTAL	111,151 SF

* SEE SITE PLAN FOR COMMON LOT AREAS

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AREA USED FOR OPEN SPACE

PEACEFUL RIDGE
OPEN SPACE EXHIBIT

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LAS VEGAS, NV 89118
(702) 362-8844 FAX: (702) 362-5233

DATE: 12/20/2012
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JOB NO: AST12002
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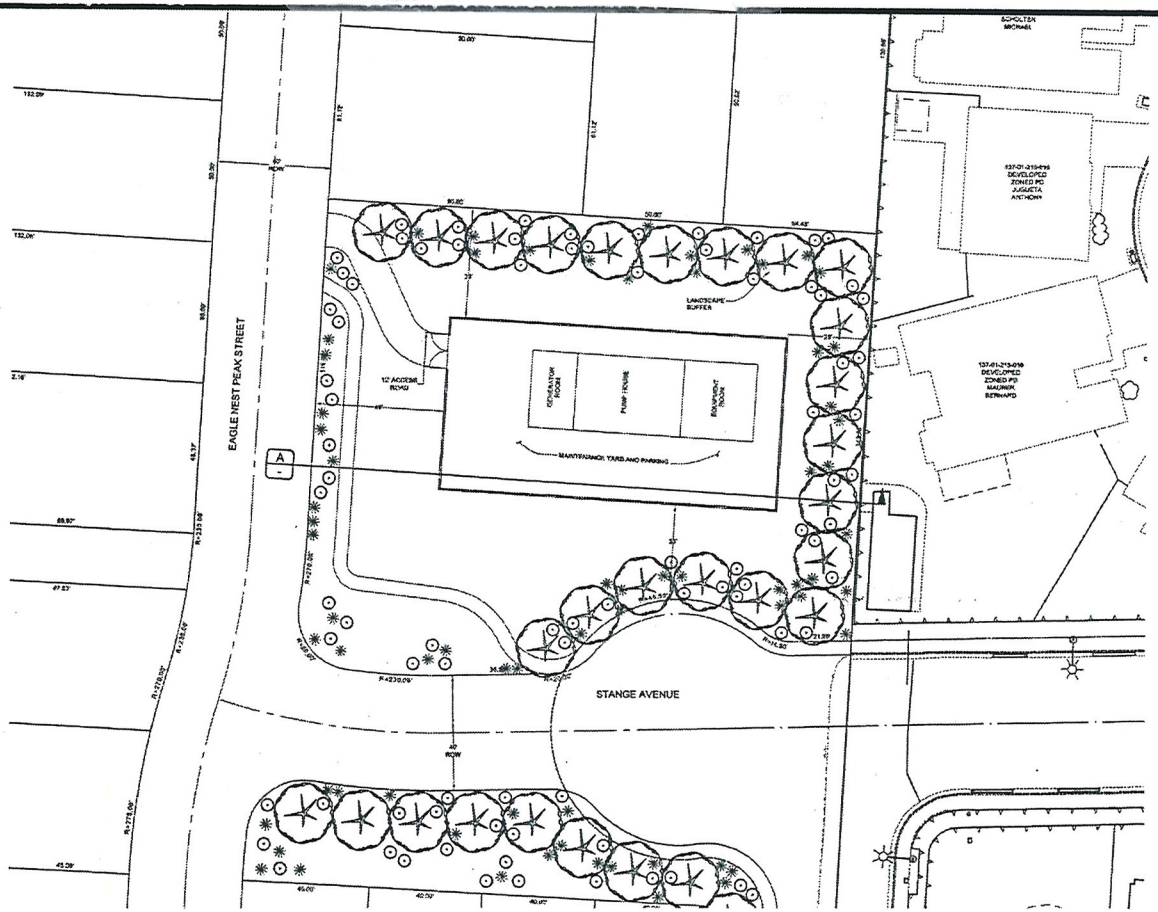
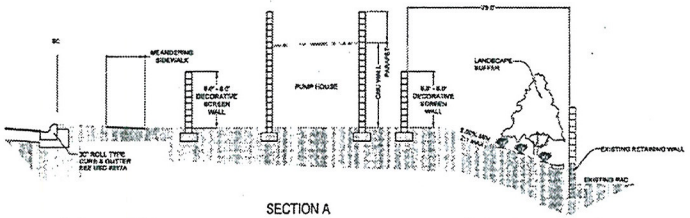
~~VAR-47607, VAR-47609,~~
VAC-47611 & SDR-47610





SECTION A

PEACEFUL RIDGE AT LONE MOUNTAIN & PULI A RESIDENTIAL SUBDIVISION	ASTORIA RESIDENTIAL 10866 PARK RUN DRIVE SUITE 230 LAS VEGAS, NEVADA 89144 (702) 853-4225 FAX:	DATE: 12.12.12 SCALE: 1"=20' JOB NO: AST-12-002 SHEET: 1 OF 1
PUMP HOUSE PLAN	TANEY ENGINEERING	

MOD-47606, ZON-47605,
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VAC-47611 & SDR-47610

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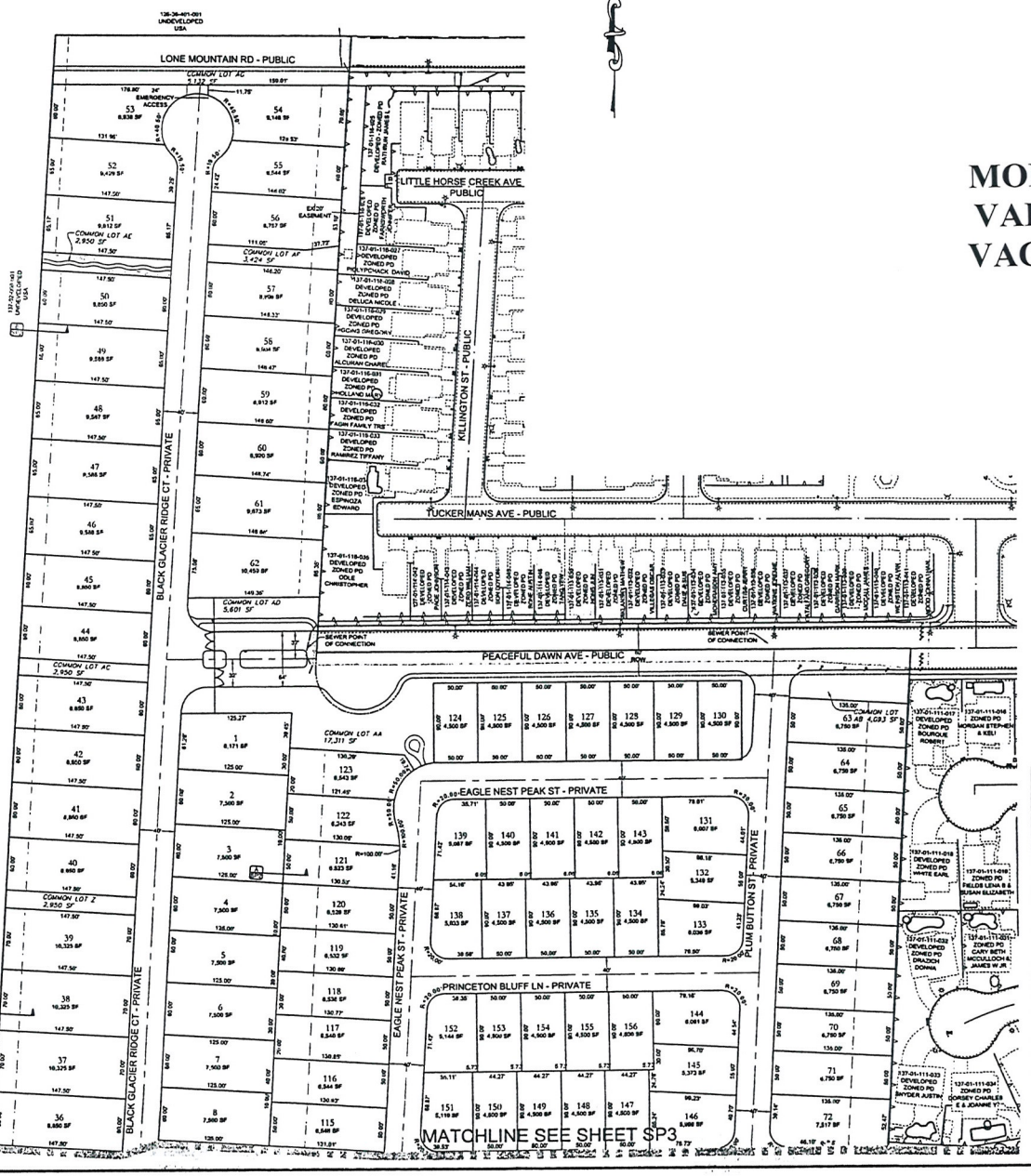
MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610 REVISED



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CHECKED BY:	RDC
SHEET NAME:	SP2
SHEET:	2 OF 4

NO.	DESCRIPTION	BY	DATE	APPR.
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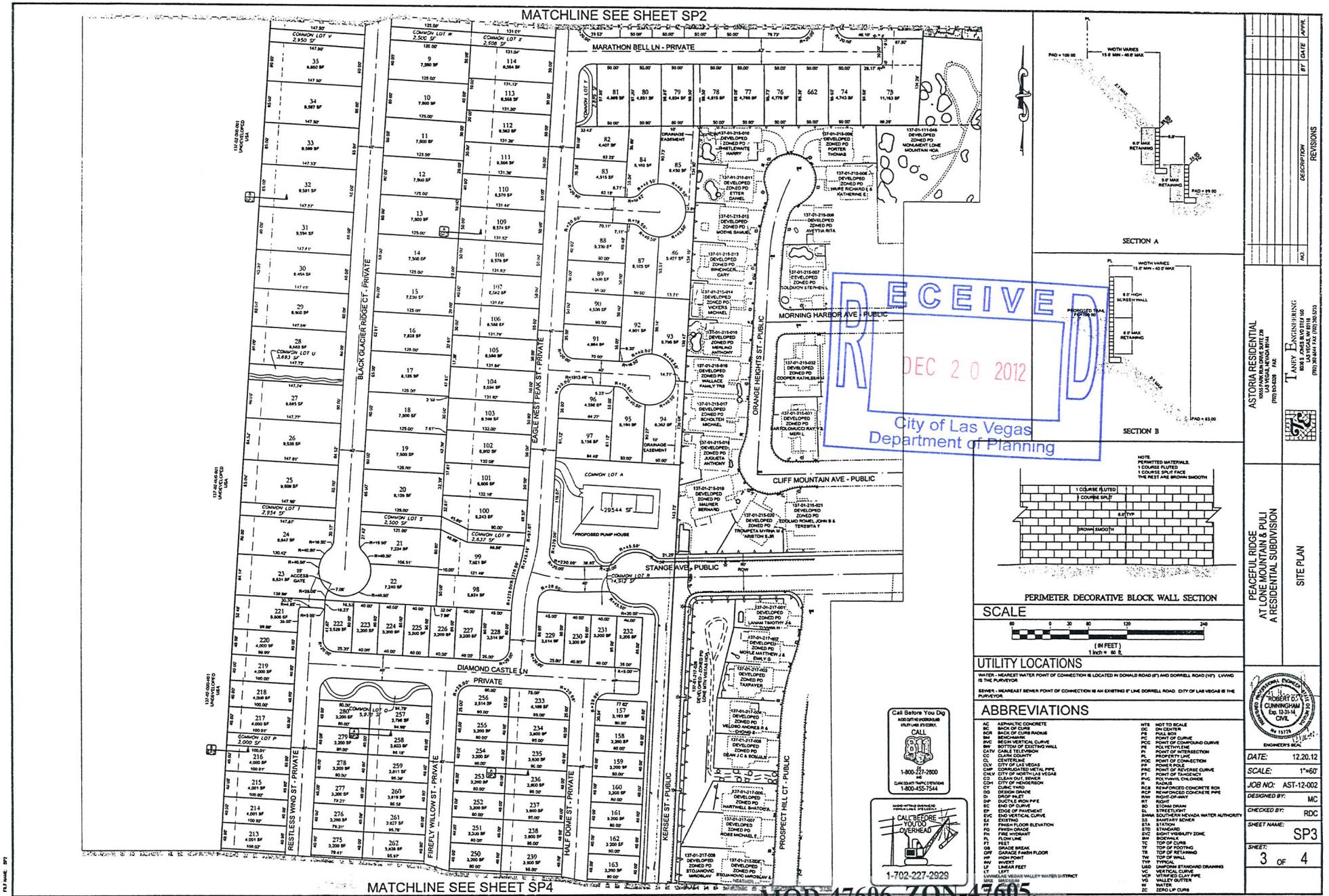
ASTORIA RESIDENTIAL
10091 PARK RUN DRIVE, SUITE 200
LAS VEGAS, NEVADA 89145
(702) 515-8300 FAX

TANEY ENGINEERING
8816 SPANISH RIDGE AVE. SUITE 100
LAS VEGAS, NV 89148
(702) 362-8844 FAX: (702) 362-2273

PEACEFUL RIDGE
AT LONE MOUNTAIN & PULI
A RESIDENTIAL SUBDIVISION

SITE PLAN

FILE NAME: TM.DWG



NO.	DESCRIPTION	BY	DATE	APPR.
	REVISIONS			

ASTORIA RESIDENTIAL
10055 PARK RUN DRIVE SUITE 230
LAS VEGAS, NEVADA 89144
(702) 242-5555 FAX

TANEY ENGINEERING
8916 S. JONES BLVD STE 100
LAS VEGAS, NV 89178
(702) 362-8844 FAX (702) 362-3373

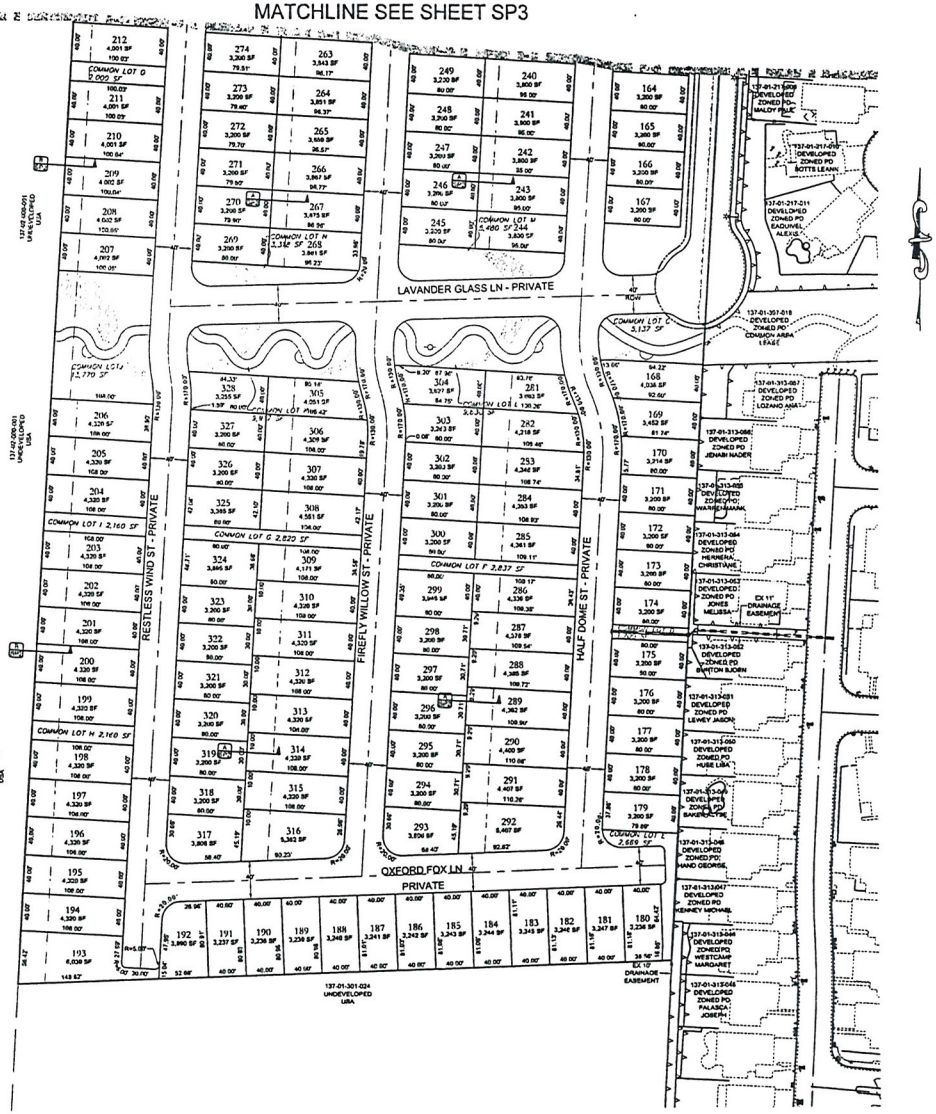
PEACEFUL RIDGE
AT LONE MOUNTAIN & PULI
A RESIDENTIAL SUBDIVISION

SITE PLAN

ENGINEER'S SEAL
ROBERT D. CUNNINGHAM
Exp. 12-31-14
CIVIL
No 15179
STATE OF NEVADA

DATE:	12.20.12
SCALE:	1"=60'
JOB NO:	AST-12-002
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	SP3
SHEET:	3 OF 4

MATCHLINE SEE SHEET SP3



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811
CALL
1-800-227-2600
1-800-455-7544

CALL BEFORE YOU DIG OVERHEAD
1-702-227-2929

SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

UTILITY LOCATIONS

WATER - NEAREST WATER POINT OF CONNECTION IS LOCATED IN DONALD ROAD (8") AND DORRELL ROAD (10"). LVVWD IS THE PURVEYOR.

SEWER - NEAREST SEWER POINT OF CONNECTION IS AN EXISTING 8" LINE DORRELL ROAD. CITY OF LAS VEGAS IS THE PURVEYOR.

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	NTS	NOT TO SCALE
BC	BACK OF CURB	OC	ON CENTER
BCR	BACK OF CURB RADIUS	PB	PULL BOX
BM	BENCHMARK	PC	POINT OF CURVE
BVC	BEGIN VERTICAL CURVE	PCC	POINT OF COMPOUND CURVE
BW	BOTTOM OF EXISTING WALL	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PI	POINT OF INTERSECTION
CC	CLARK COUNTY	PL	PROPERTY LINE
CL	CENTERLINE	PCC	POINT OF CONNECTION
CLV	CITY OF LAS VEGAS	PP	POWER POLE
CMP	CORRUGATED METAL PIPE	PRC	POINT OF REVERSE CURVE
CNLV	CITY OF NORTH LAS VEGAS	PT	POINT OF TANGENCY
CO	CLEAN OUT, SEWER	PVC	POLYVINYL CHLORIDE
COH	CITY OF HENDERSON	R	RADIUS
CY	CUBIC YARD	RCB	REINFORCED CONCRETE BOX
D	DESIGN GRADE	RCP	REINFORCED CONCRETE PIPE
DI	DROP INLET	ROW	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	RT	RIGHT
EC	END OF CURVE	SD	STORM DRAIN
EP	EDGE OF PAVEMENT	SL	STREETLIGHT
EVC	END VERTICAL CURVE	SNWA	SOUTHERN NEVADA WATER AUTHORITY
FF	FINISH FLOOR	SS	SANITARY SEWER
FG	FINISH GRADE	STA	STATION
FH	FIRE HYDRANT	STD	STANDARD
FL	FLOW LINE	SVZ	SIGHT VISIBILITY ZONE
FS	FESTY	SW	SIDEWALK
GB	GRADE BREAK	TC	TOP OF CURB
GF	GARAGE FINISH FLOOR	TF	TOP OF FOOTING
HP	HIGH POINT	TR	TOP OF RETAINING
INV	INVERT	TW	TOP OF WALL
LF	LINEAR FEET	TYP	TYPICAL
LT	LEFT	USD	UNIFORM STANDARD DRAWING
LVVWD	LAS VEGAS VALLEY WATER DISTRICT	VC	VERTICAL CURVE
MAS	MASONRY	VCP	VITRIFIED CLAY PIPE
MH	MANHOLE	VG	VALLEY GUTTER
MW	MANWAY	W	WATER
		ZC	ZERO LIP CURB

NO.	DESCRIPTION	BY	DATE	APPR.
	REVISIONS			

ASTORIA RESIDENTIAL
9205 PARK RUN DRIVE SUITE 230
LAS VEGAS, NEVADA 89144
(702) 233-5329 FAX:

TANEY ENGINEERING
8816 SPANISH RIDGE AVE. SUITE 150
LAS VEGAS, NV 89148
(702) 362-8844 FAX: (702) 362-9225

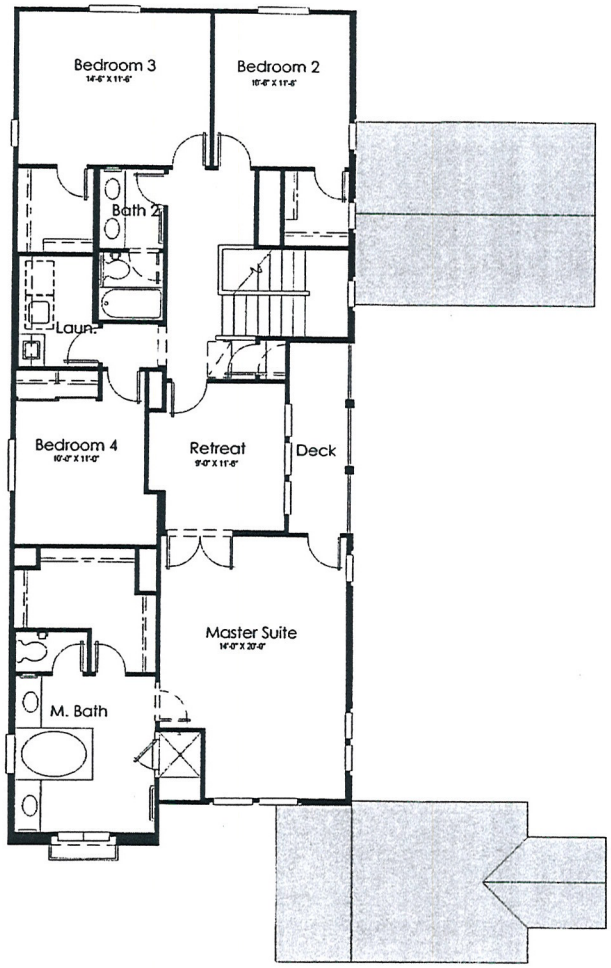
PEACEFUL RIDGE
AT LONE MOUNTAIN & PUJI
A RESIDENTIAL SUBDIVISION

SITE PLAN

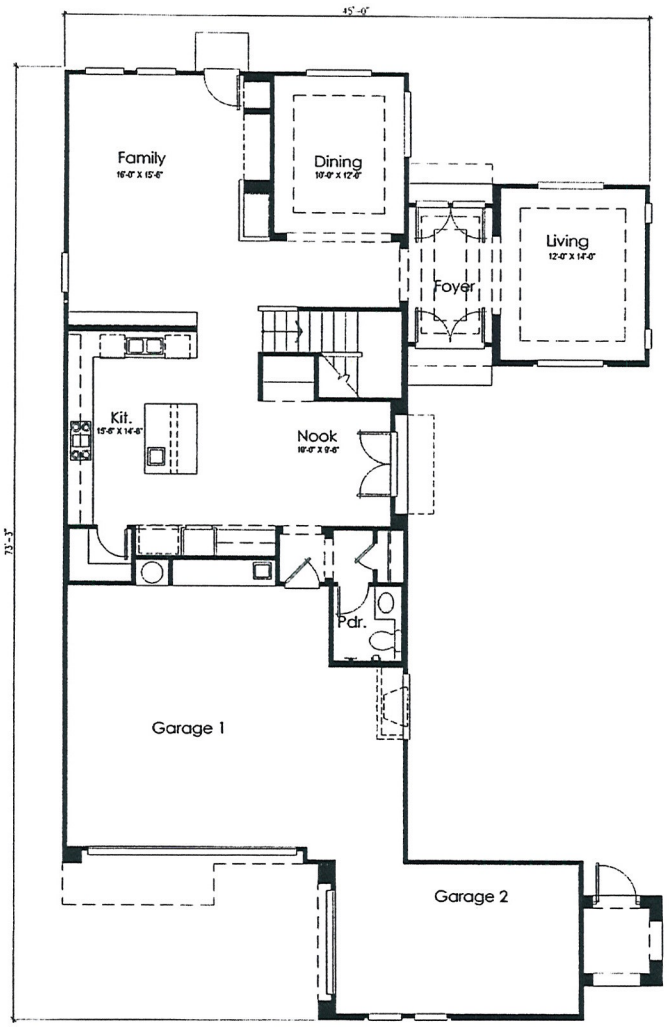
ROBERT D. CUNNINGHAM
Exp. 12-31-14
CIVIL
No. 13725
ENGINEER'S SEAL

DATE:	12.20.12
SCALE:	1"=60'
JOB NO:	AST-12-002
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	SP4
SHEET:	4 OF 4

FILE NAME: TM.DWG



Second Floor



First Floor
Scale: 1/4"=1'-0"

PLAN: #1-45'
SQ.FT.: 2810

CODE ANALYSIS

TYPE OF CONSTRUCTION:	TYPE V-B
OCCUPANCY CLASSIFACATION:	R-3/4
OCCUPANCY LOAD:	14.05
REQUIRED EXITS:	1

CODE REFERENCE

2009 IRC
2009 IBC
2009 IECC
2008 NEC
2009 UMC
2009 UPC

THM ENTERPRISE, LLC
10655 Park Run Drive, Suite 230 . Las Vegas, NV 89144 . 702.257.1188

PEACEFUL RIDGE

Date: 10-30-2012

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VAR-47607, VAR-47609,
VAC-47611 & SDR-47610
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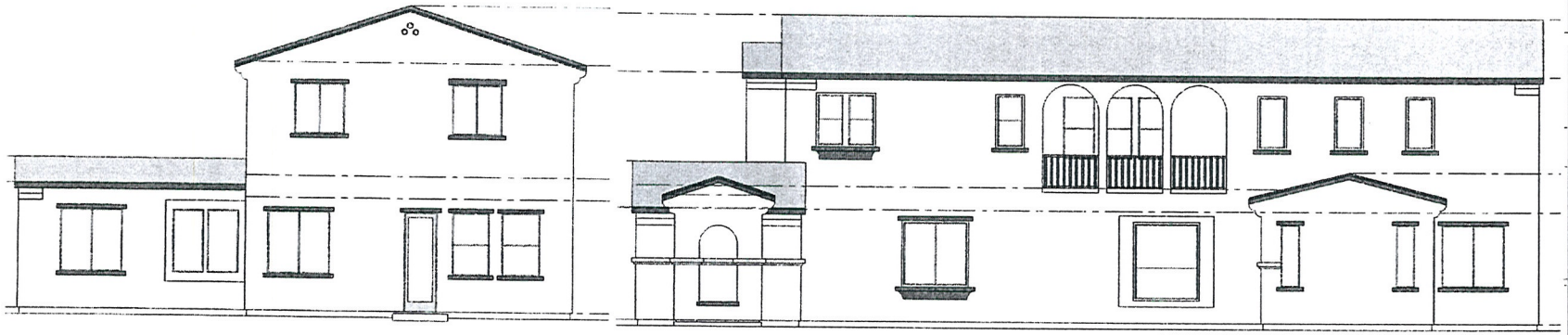
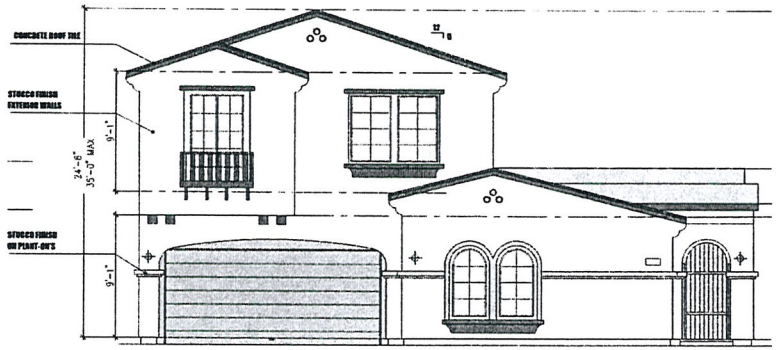


Rear

Right



Front

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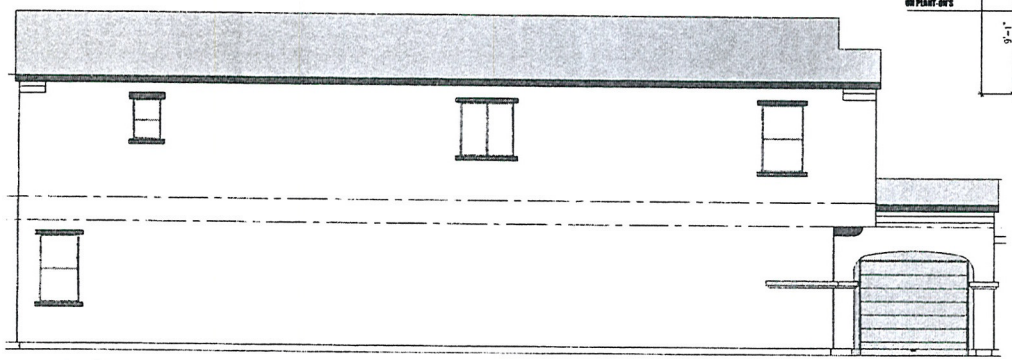

Left

THM ENTERPRISE, LLC
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PEACEFUL RIDGE

Date: 10-30-2012

EXTIOR ELEVATION-A
PLAN #1-45'

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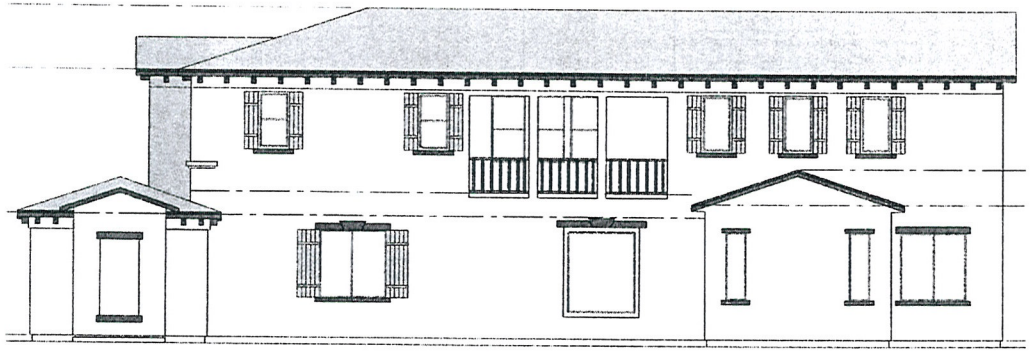
Department of Planning

Rear



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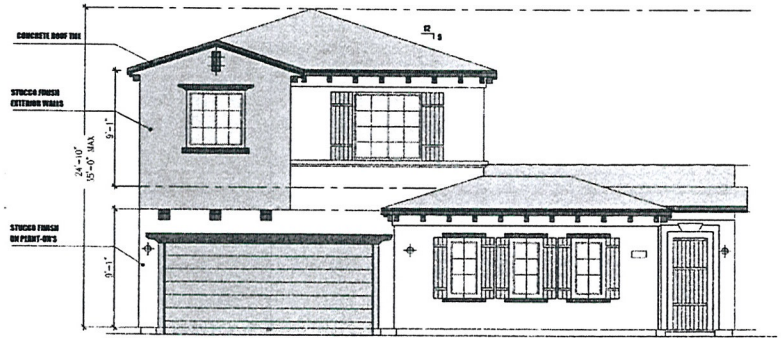
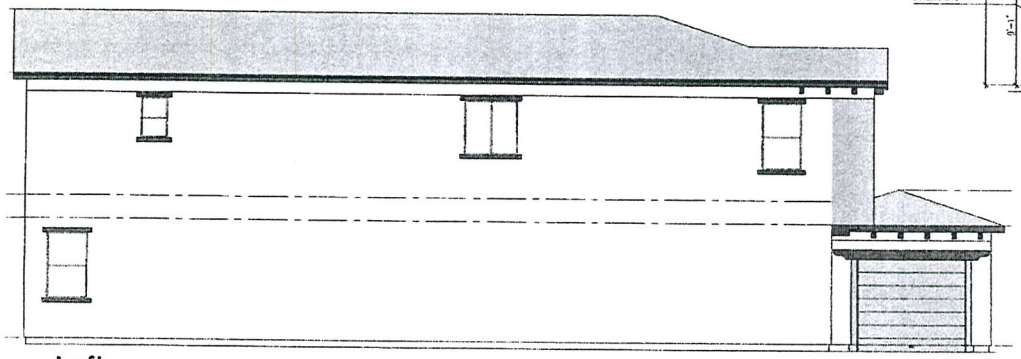


Front

Scale: 1/4"=1'-0"



Left

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PEACEFUL RIDGE

Date: 10-30-2012

EXTIOR ELEVATION-B
PLAN #1-45'

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VAC-47611 & SDR-47610
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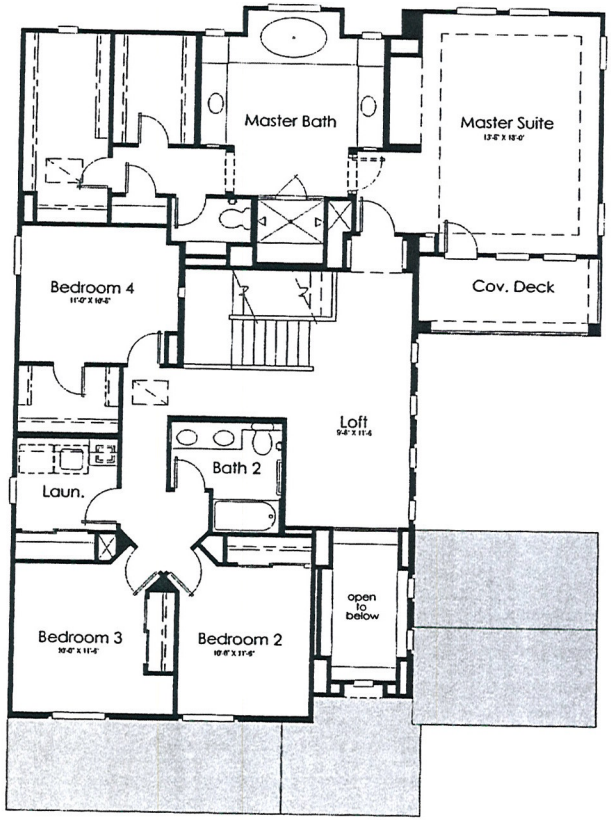
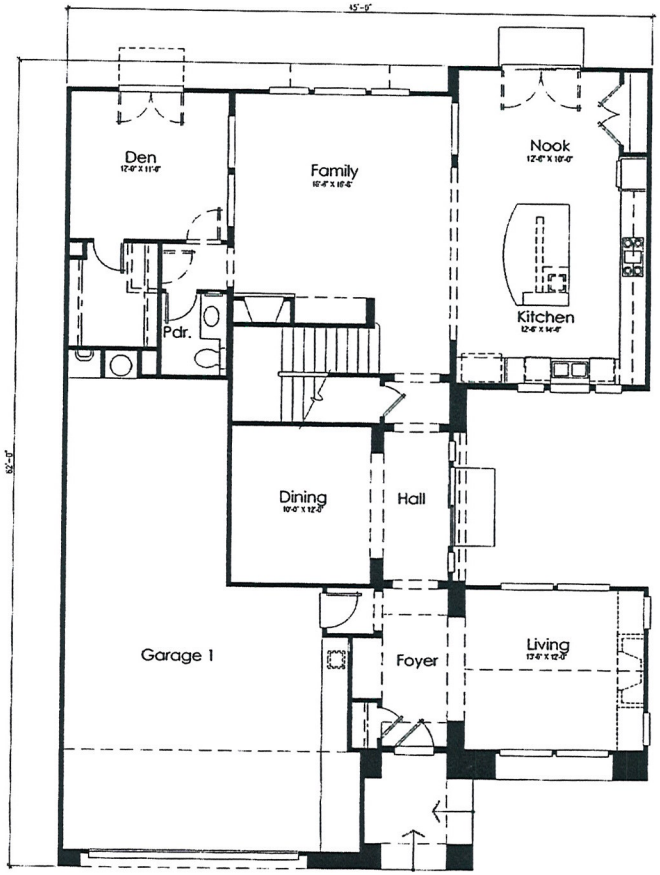


Second Floor



First Floor
Scale: 1/4"=1'-0"

PLAN: #2-45'
SQ.FT.: 3387

CODE ANALYSIS

TYPE OF CONSTRUCTION:	TYPE V-B
OCCUPANCY CLASSIFACATION:	R-3/4
OCCUPANCY LOAD:	16.935
REQUIRED EXITS:	1

CODE REFERENCE

2009 IRC
2009 IBC
2009 IECC
2008 NEC
2009 UMC
2009 UPC

MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610 REVISED

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PEACEFUL RIDGE

Date: 10-30-2012

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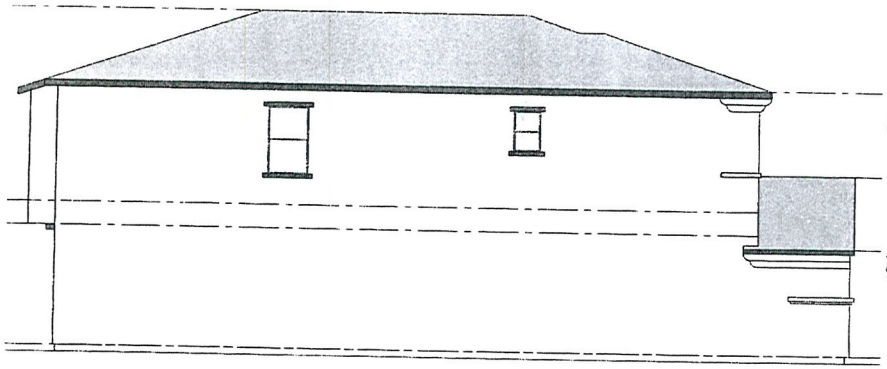
Rear

Right



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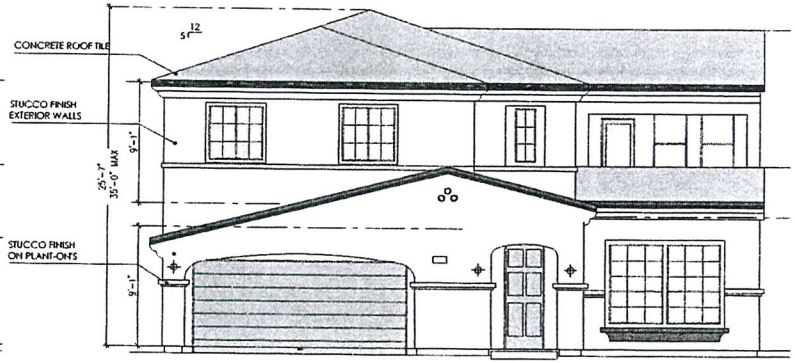

Front

Scale: 1/4"=1'-0"

THM
ENTERPRISE, LLC
10655 Park Run Drive, Suite 230 . Las Vegas, NV 89144 . 702.257.1186

PEACEFUL RIDGE

Date: 10-30-2012

EXTIOR ELEVATION-A
PLAN #2-45'

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VAR-47607, VAR-47609,
VAC-47611 & SDR-47610
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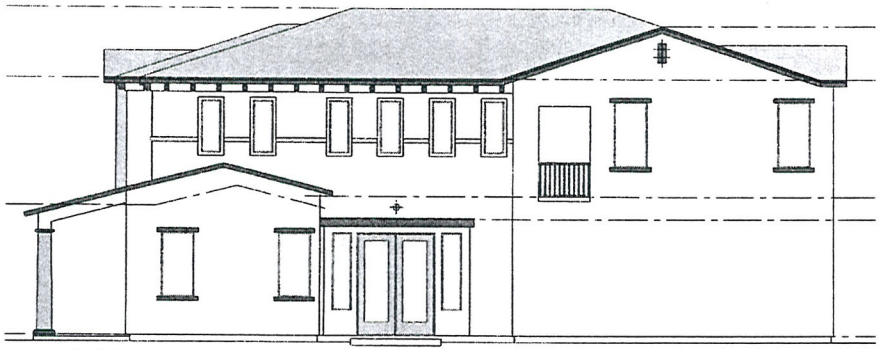
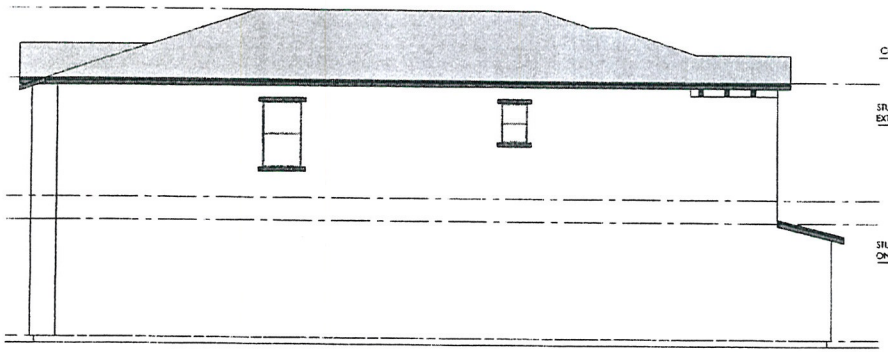
Rear



Right



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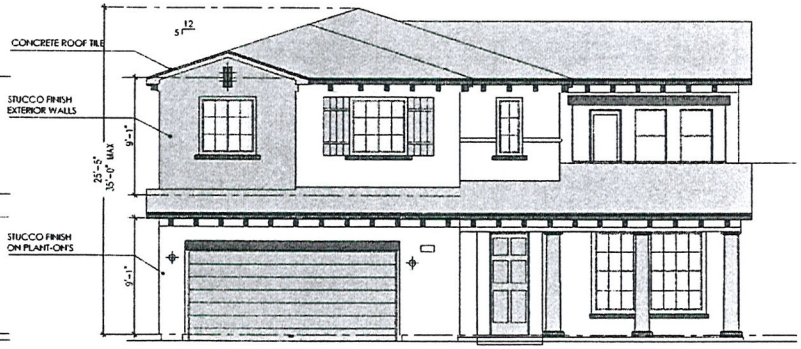

Front

Scale: 1/4"=1'-0"

THM ENTERPRISE, LLC
10655 Park Run Drive, Suite 230 . Las Vegas, NV 89144 . 702.257.1188

PEACEFUL RIDGE

Date: 10-30-2012

EXTIOR ELEVATION-B
PLAN #2-45'

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MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610 - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC
EAST SIDE OF THE PULI DRIVE ALIGNMENT, SOUTH OF LONE MOUNTAIN ROAD

01/03/13

MOD-47606, ZON-47605, VAR-47607, VAR-47609, VAC-47611 & SDR-47610 - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC
EAST SIDE OF THE PULI DRIVE ALIGNMENT, SOUTH OF LONE MOUNTAIN ROAD

01/03/13

TANEY ENGINEERING
6030 SOUTH JONES BLVD. #100
LAS VEGAS, NV 89118
TELEPHONE: 702-362-8844
FAX: 702-362-5233

December 20, 2012

City of Las Vegas Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106
Phone: (702) 229-6301
Fax: (702) 474-7463

REVISED

RE: Justification letter for Peaceful Ridge – Residential Subdivision
Major Modification, Site Development Plan Review, Rezoning, Variance, & Vacation

To Whom It May Concern:

Taney Engineering, on behalf of the applicant, Astoria Residential, respectfully submits this revised justification letter in support of a Major Modification, Site Development Plan Review, Rezoning, Variance, and Vacation of patent easements and right-of-way on the subject site. The subject site is generally located south of Lone Mountain Road and to the east of the Puli alignment. The site is approximately 55.0 gross acres and 306 residential homes are proposed for the development.

Summary of revisions 12:20:12:

The site was revised to change the lot size in the gated area of the project to 60-ft x 125-ft size lots and the number of lots increased in the gated portion of the site to 62 lots. The overall lot count increased to 328 lots, provided open space also increased to 111,151-sf, to meet the requirement for 108,240 sf.

Summary of revisions 12:12:12:

The site was revised to incorporate some additional areas as open space with access to the adjacent future trail to the west of the site; this allows for the open space variance to not be required. A new variance is being requested to allow the private streets to be constructed to a different standard than the public street standards. Additional details and information about the required water booster pump house & system have been included in the submittal. The landscape plans have been revised to increase the number of trees and shrubs in accordance with title 19 and show additional landscaping throughout the site in all proposed common lots that are being used to satisfy the open space requirement. All landscaping has been called out to also reference the Lone Mountain West Master Plan Appendix B in addition to the SNRPC plant list. Additional sections have been created to show the areas the wall

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height variance is being requested. The overall connectivity ration has been provided for the entire project on the cover sheet of the site plan.

Major Modification:

We are requesting a major modification to the Lone Mountain West Master Plan to amend the land use for APN 137-01-101-001, 137-01-101-009, 137-01-201-001, & 137-01-201-002 from *Multi-Family Medium* to *Low*. We are also requesting the Lone Mountain West Master Development Plan Tables 1 through 5 be updated to reflect the proposed changes to the plan. We are proposing to develop these parcels as single family homes with a maximum density of 5.49 units per gross acre.

Rezoning:

We are requesting a rezoning for APN 137-01-101-010, 137-01-101-011, & 137-01-201-003 from *U/PCD* to *PD*. The properties will be rezoned to the planned development zoning designation which is consistent with the properties in the Lone Mountain West Master Development Plan. All adjacent properties are currently zoned PD.

Site Development Plan Review & Variances:

The site will consist of 3 distinct neighborhoods; one of the neighborhoods is proposed to be gated with lot sizes of approx. 95-ft x 125-ft, the adjacent neighborhood is planned to have lot sizes of approx. 50-ft x 90-ft, the most south neighborhood will have lot sizes of approx. 40-ft x 80-ft. The entire subdivision is planned to have 40-ft Private Street with roll curb and no sidewalk, similar to other developed neighborhoods in Lone Mountain West Master Plan. We are proposing consistent setbacks for the entire community as follows:

Garage:	18-ft
Front:	10-ft
Side:	5-ft
Side Corner:	10-ft
Rear:	15-ft

Each of the neighborhoods will have 2 different floor plans (6 total plans) and 2 elevations for each home. The site has large 70-ft to 100-ft grade differential from west to east. We are accommodating grade differential on the site through a series of large scarping and retaining walls. There are a series of natural ravines and washes along the west property line, we are proposing to accept these flows and carry through the site to locations designed to accept them down stream. The site is very steep with up to 80-ft of elevation different from the west boundary to the east boundary. To accommodate the elevation difference large slopes/scarps are proposed to provide terracing of the site. Due to the excessive elevation difference on the site we are requesting a variance from the Lone Mountain West master Development Plan, section 3.6.1 to allow retaining walls in excess of 3'-6", up to 6' in height. These walls will occur at various locations throughout the site where terracing is proposed, mainly in rear yards as indicated on the site plan. We are also requesting a variance of Title 19.04 to allow the private street widths to not be built to public street standards. Public Standards require the street width to be 47-ft wide; we are proposing a 40-ft wide street with roll curb on both sides of the street and no sidewalks on either side of the street. The Lone Mountain West

Mater Plan requires 330 square feet per unit, 100,980-sf of open space; we are providing 105,521-sf of open space; meeting the requirement. The development has many pocket parks, is adjacent to a proposed City of Las Vegas trail along Lone Mountain, a trail in the NV Energy 55-ft wide easement bisects the site, and a future trail is planned along the Puli alignment west of the site. The site plan has many drainage easements that are not included in the open space, it is the intent to provide multiple pedestrian access points to this trail and possibly grade out the trail area for this city in conjunction with proposed drainage improvements along the west side of the site.

The water service for the property requires a large pumping station with booster pumps to meet the minimum required water pressures. The pumping station will be located on a parcel of land located at the east property boundary and the Stange alignment. The location of the pumping station is needed in this general vicinity as has been discussed with the Las Vegas valley Water District. The pumping station will connect to the existing water main in Stange just east of the project boundary. The pumping station will be located in a CMU building comprised of brown color cmu block to match the surrounding walls; the building will house the pumps, water pipes, a backup diesel generator, and storage areas. Any noise created from the pumps will comply with the city required noise ordinance and be dampened by the pump housings and the building they are located within. The pumping station and building will be located in a yard enclosed by a decorative CMU wall. The yard will provide an area for maintenance vehicles to park when servicing the facility, access to the adjacent water mains, fixtures, and facilities. The decorative wall will be surrounded with trees and landscaping to provide additional screening to aid in preventing visibility from the adjacent street and residential lots. A blow up drawing of the proposed pumping station site plan with landscaping has been included along with a cross section to show the proposed facility relationship to the surrounding street and residential lots.

Vacation of right-of-way & patent easements:

We are proposing to vacate right-of-way and patent easements throughout the project not needed for the development of the project. This includes right of way along portions of the Puli alignment and various patent easements that surround most of the 5-acre parcels. An exhibit has been provided identifying all of the proposed vacations. It is the intent of the development to dedicate right-of-way for the following alignments adjacent to the project site; Lone Mountain, Peaceful Dawn, Stange, and Kersee. Peaceful Dawn, Stange, and Kersee right-of-ways will terminate in cul-de-sac bulbs and not propagate through the project site.

If you have any questions or need any additional information please do not hesitate to contact this office.

Sincerely,

Robert D. Cunningham, PE
Taney Engineering

MOD-47606, ZON-47605,
VAR-47607, VAR-47609,
VAC-47611 & SDR-47610
REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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02 1M $ 00.43³
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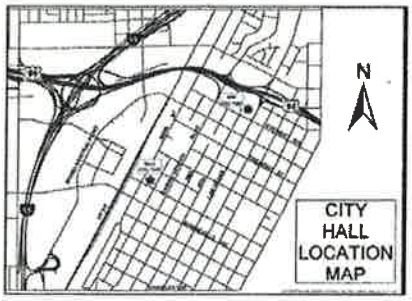

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-47606

Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

Case: MOD-47606
13701116025
RATHBUN JAMES L & HEATHER M
10764 LITTLE HORSE CREEK AVE
LAS VEGAS NV 89129-3307 89129-3307

#19 P

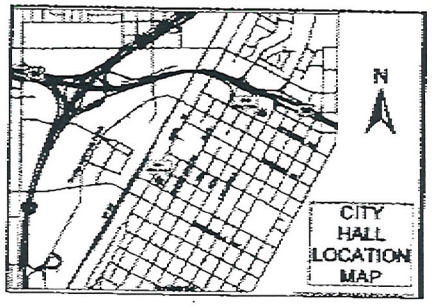
69 LRDFMP 89129

2/12/13 Item #19

PAGE. 2/ 3
Feb.07.2013 03:08 PM Jon & Staci Sidman 702 685 2481

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-47606

Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 12 2013
City of Las Vegas
Dept. of Planning

13701217013 Case: MOD-47606
GRENKA FAMILY TRUST
GRENKA DAVID K & MARIE A TRS
4408 PROSPECT HILL CT
LAS VEGAS NV 89129-3293 89129-3293

89 LRDFNHP 89129

Feb.04.2013 06:21 PM Jon & Staci Sidman 702 685 2481

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 OPPOSE this Request

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MOD-47606
Planning Commission Meeting of 02/12/2013

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43⁰
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

RECEIVED
FEB 12 2013
City of Las Vegas
Dept. of Planning

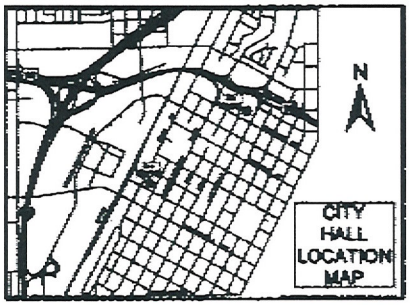
Case: MOD-47606
13701113029
SIDMAN JONATHON
GRENKA STACI
4736 TRAILHEAD MESA ST
LAS VEGAS NV 89129-3301 89129-3301

89 LRDFNMP 89129

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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MOD-47606

Planning Commission Meeting of 02/12/2013

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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0004279218 JAN 31 2013
MAILED FROM ZIPCODE 89101

RECEIVED

FEB 12 2013

City of Las Vegas
Dept. of Planning

Case: MOD-47606

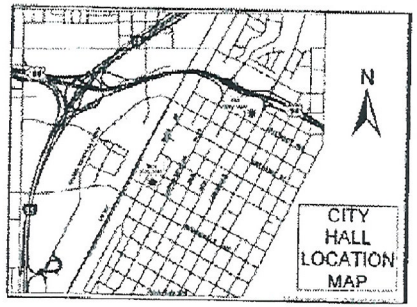
13701113057
LESCANO CARLOS
3428 WHITE BARK PINE ST
LAS VEGAS NV 89129-8120 89129-8120

69 LRDFNMP 89129

(949) 706-3732 p.3

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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MOD-47606

Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 12 2013
City of Las Vegas
Dept. of Planning

Case: MOD-47606

13701113043
SETHI FAMILY TRUST
SETHI SURENDRA L & USHA TRS
10 ELSWICK CT
LAGUNA NIGUEL CA 92677-6060 92677-6

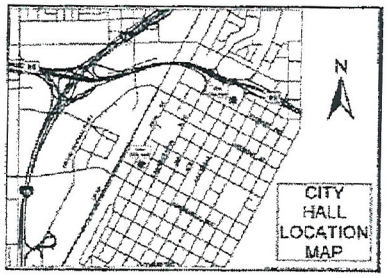
92 LRDFNMP 92677

Feb 11 13 09:35a GROVER

D

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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MOD-47606

Planning Commission Meeting of 02/12/2013

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FEB 12 2013
City of Las Vegas
Dept. of Planning

Case: MOD-47606
13701212033
SHIRLEY DALBY P & KATHLENE
10649 CLIFF MOUNTAIN
LAS VEGAS NV 89129-3244 89129-3244

89 LADFNMP 89129

P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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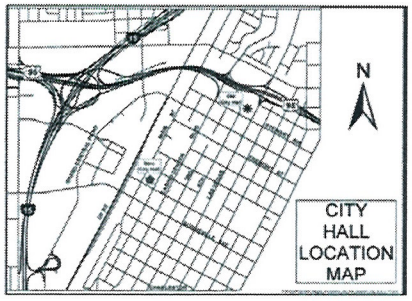
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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MOD-47606

Planning Commission Meeting of 02/12/2013

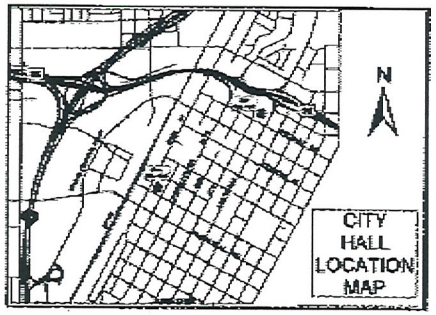
RECEIVED
FEB 25 2013
City of Las Vegas
Dept. of Planning

Case: MOD-47606
13701217014
MARKEY CRIS J
P O BOX 370207
LAS VEGAS NV 89137-0207 89137-0207

59 LRDFNMP 89137

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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MOD-47606

Planning Commission Meeting of 02/12/2013

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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MAILED FROM ZIP CODE 89101

RECEIVED
FEB 12 2013
City of Las Vegas
Dept. of Planning

Case: MOD-47606
13701113031
SKLANSKY MATHEW S
10745 TUCKERMANS AVE
LAS VEGAS NV 89129-3297 89129-3297

A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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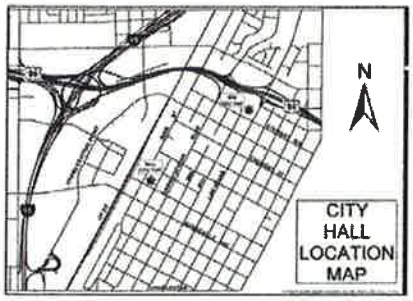

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-47606

Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 11 2013
City of Las Vegas
Dept. of Planning

Case: MOD-47606
13701213023
BACHMANN MICHELLE
SPIGNER CHARLES
10667 MYSTIC SEAPORT AVE
LAS VEGAS NV 89129-3240 89129-3240

#19 A

69 LRDFNMP 89129

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

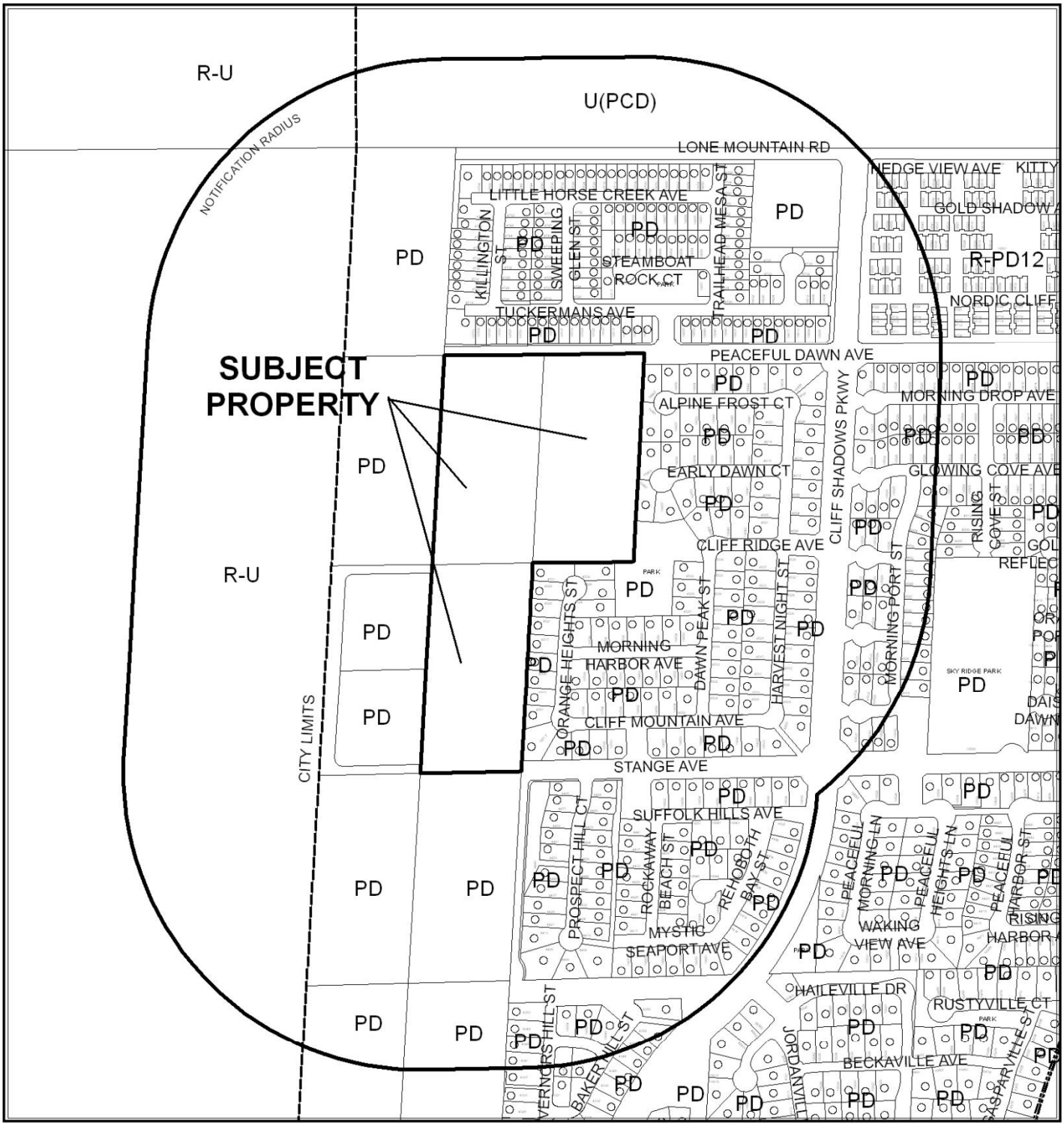
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-47605 - REZONING RELATED TO MOD-47606 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: IOTA TUSCAN, LLC - For possible action on a request for Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 16.40 acres adjacent to the south side of Peaceful Dawn Avenue, approximately 630 feet west of Cliff Shadows Parkway (APNs 137-01-101-010 and 011; and 137-01-201-003), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**8**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Back-up referenced from the February 12, 2013 Planning Commission Meeting.



0 400 800 Feet

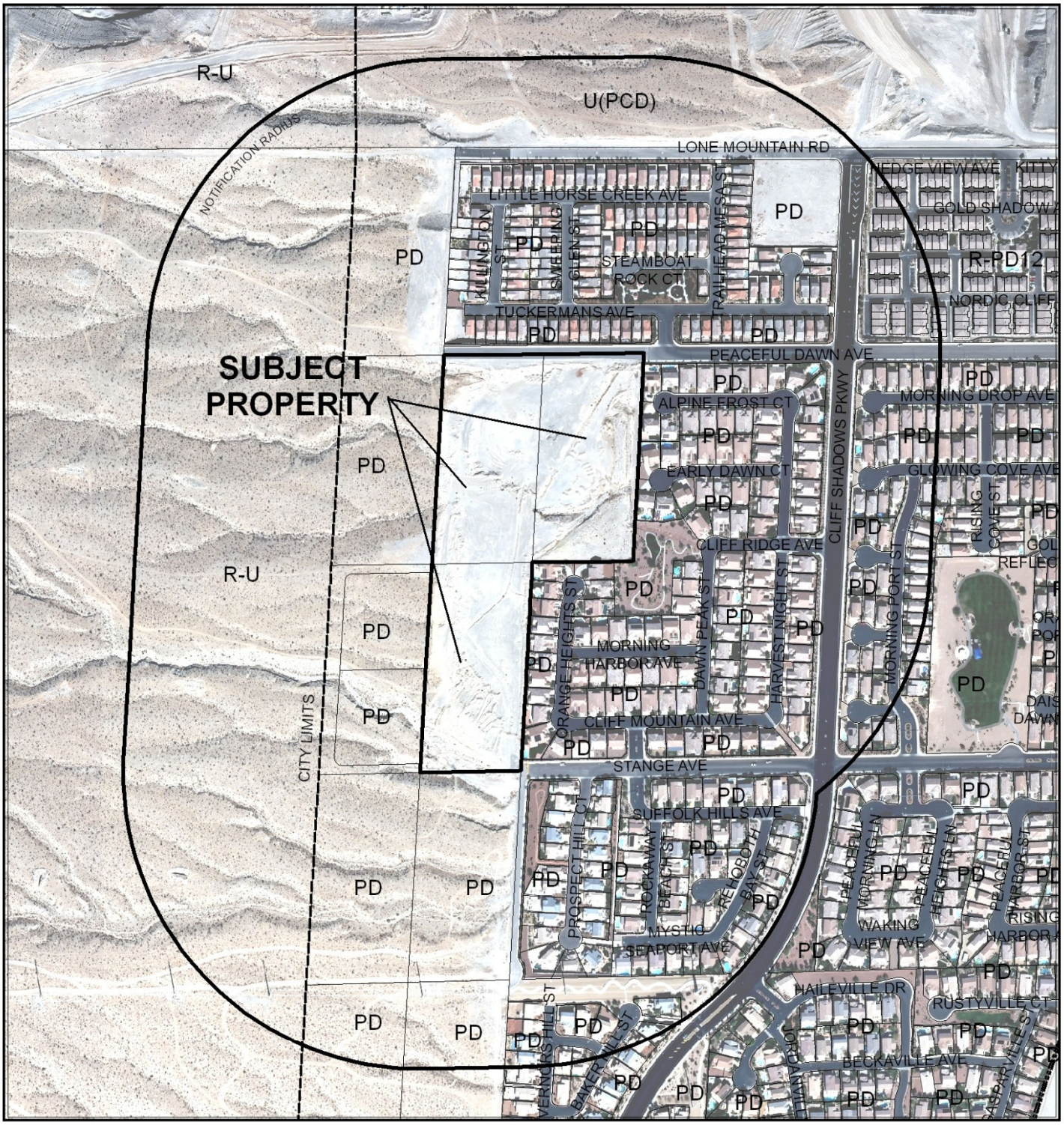
CASE: ZON-47605

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



CASE: ZON-47605

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-47605 APN: 137-01-101-011, 137-01-101-010, 137-01-201-003

Name of Property Owner: IOTA TUSCAN, LLC

Name of Applicant: Astoria Residential

Name of Representative: Tanney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: JIM STOCKHAUSEN

Subscribed and sworn before me

This ____ day of _____, 20____

_____

Notary Public in and for said County and State

RECEIVED
NOV 21 2012
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-47605 APN: 137-01-101-001,009,137-01-201-001

Name of Property Owner: T H M ENTERPRISES LLC

Name of Applicant: Astoria Residential

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Tom McCormick

Subscribed and sworn before me

This 20 day of November, 20 12

Anna Schlieper

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

RECEIVED
NOV 21 2012
City of Las Vegas
Department of Planning

Revised 11-14-06

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REZONING

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-010, -011, & 137-01-201-003 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information

PROPERTY OWNER IOTA TUSCAN LLC **Contact**

Address 4675 MACARTHUR CT #1550 **Phone:** **Fax:**

City NEWPORT BEACH **State** CA **Zip** 92660-2042

E-mail Address

APPLICANT ASTORIA RESIDENTIAL **Contact** BRAD BOE

Address 10655 PARK RUN DRIVE, SUITE#230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City LAS VEGAS **State** NV **Zip** 89144

E-mail Address BBoe@AstoriaResidential.com

REPRESENTATIVE TANEY ENGINEERING **Contact** ROBERT CUNNINGHAM

Address 6030 SOUTH JONES #100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address RC@TANEYCORP.COM

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* JM

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JIM STOCKHAUSEN

Subscribed and sworn before me

This ____ day of _____, 20 ____.

Notary Public in and for said County and State

RECEIVED
NOV 21 2012
City of Las Vegas
Department of Planning

See Attached

FOR DEPARTMENT USE ONLY

Case #	ZON-47605
Meeting Date:	1/8/13
Total Fee:	1200.-
Date Received:*	11/21/12
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.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On November 20, 2012, before me, Lynn Mattson, Notary Public, personally appeared Jim Stockhausen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYNN MATTSON
Commission # 1930475
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2015

Signature _____ (SEAL)
Signature of Notary Public

RECEIVED
NOV 21 2012
City of Las Vegas
Department of Planning

ZON-47605

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REZONING

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Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information 137-01-201-002, 011,012, 137-01-301-001, 002

PROPERTY OWNER T H M Enterprises, LLC **Contact**

Address 10655 Park Run Drive, #230 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89144-4590

E-mail Address

APPLICANT Astoria Residential **Contact** Brad Boe

Address 10655 Park Run Drive, Ste. 230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City Las Vegas **State** NV **Zip** 89144

E-mail Address bboe@astoriaresidential.com

REPRESENTATIVE Taney Engineering **Contact** Robert Cunningham

Address 6030 South Jones Blvd, Ste. 100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address rc@taneycorp.com

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Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Tom McCormick

Subscribed and sworn before me

This 20 day of NOVEMBER, 20 12.

NOV 21 2012

_____

Notary Public in and for said County and State

RECEIVED
City of Las Vegas
Department of Planning

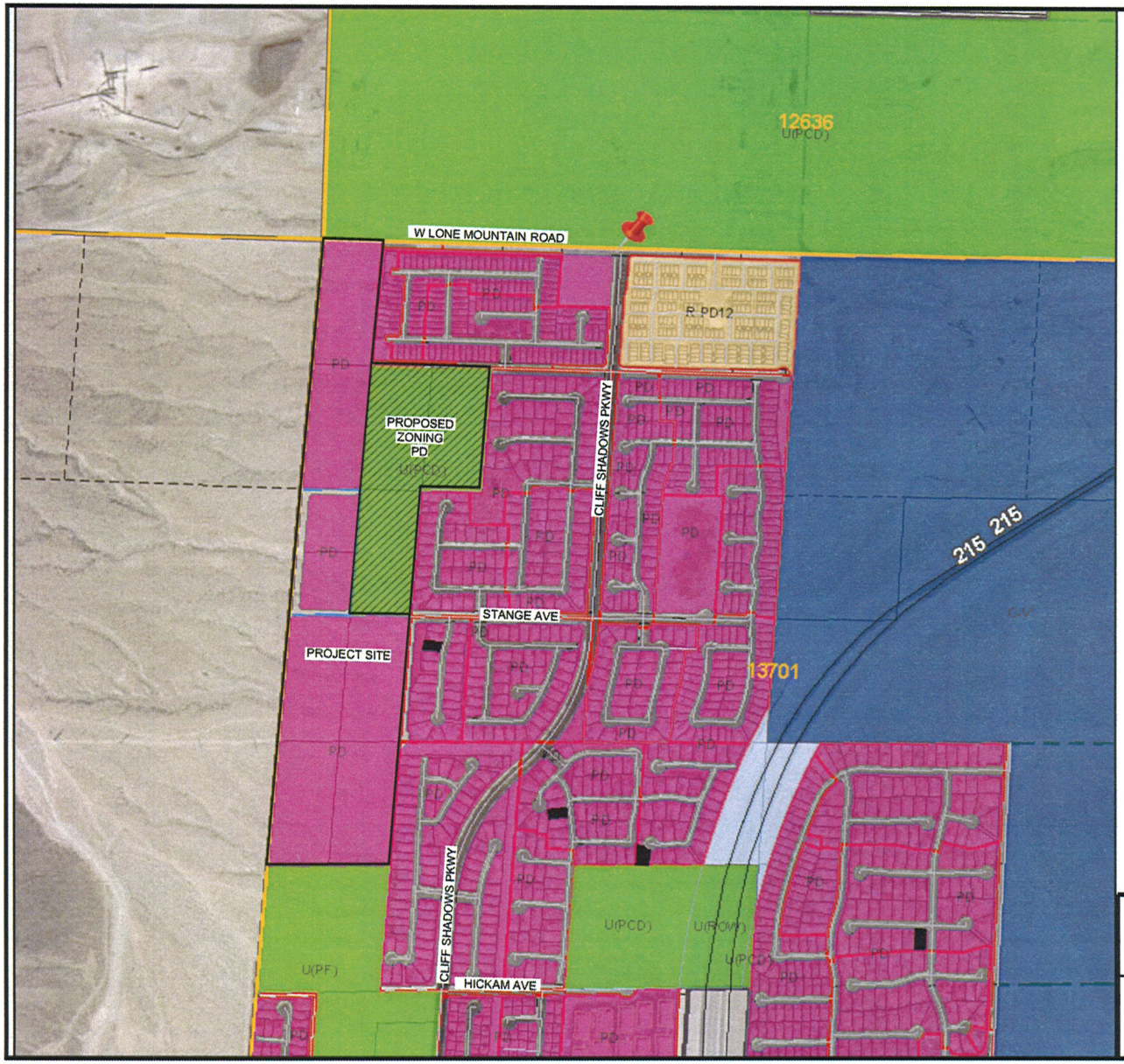
NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

FOR DEPARTMENT USE ONLY

Case #	ZON-47605
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08



MOD-47606, ZON-47605
VAR-47607, VAR-47609
SDR-47610, VAC-47611

- U - UNDEVELOPED (GPA DESIGNATION)
- RPD - RESIDENTIAL PLANNED DEVELOPMENT
- PC - PLANNED COMMUNITY
- PD - PLANNED DEVELOPMENT
- CV - CIVIC

RECEIVED
NOV 21 2012
City of Las Vegas
Department of Planning

600 0 300 600 1200 2400

(IN FEET)
1 inch = 600ft.

PEACEFUL RIDGE
ZONING EXHIBIT

DATE:	11/20/12
SCALE:	1"=600'
JOB NO:	AST12002
SHEET:	1 OF 1

TANEY ENGINEERING
6030 S. JONES BLVD STE #100
LAS VEGAS, NV 89118
(702) 362-8844 FAX: (702) 362-5233

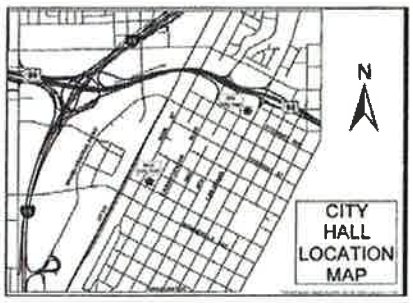
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-47605

Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 06 2013
City of Las Vegas
Dept. of Planning

Case: ZON-47605
13701116025
RATHBUN JAMES L & HEATHER M
10764 LITTLE HORSE CREEK AVE
LAS VEGAS NV 89129-3307 89129-3307

#20P

63 LRDFMMP 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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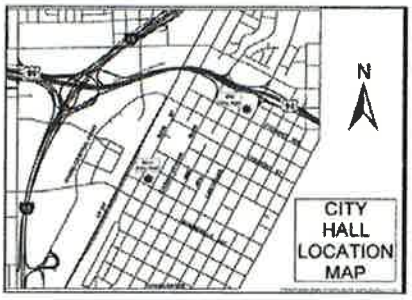

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-47605

Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 11 2013
City of Las Vegas
Dept. of Planning

Case: ZON-47605
13701115042
STRAUSER NED C
2806 WESTINGHOUSE RD
HORSEHEADS NY 14845-8117 14845-811

Submitted after final agenda

2/12/13 Item #20

#20P

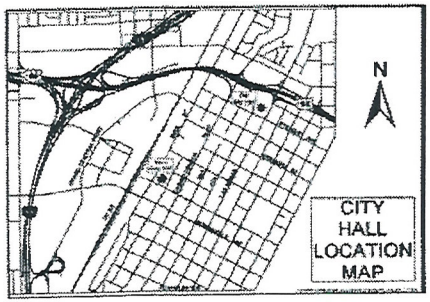
2 LRDFMMP 14845

PAGE. 4
Feb.04.2013 06:22 PM Jon & Staci Sidman 702 685 2481

[redacted]

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-47605
Planning Commission Meeting of 02/12/2013

D

69 LRDFMMP 89129

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $00.43⁸
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

RECEIVED
FEB 12 2013
City of Las Vegas
Dept. of Planning

Case: ZON-47 605
13701113029
SIDMAN JONATHON
GRENKA STACI
4736 TRAILHEAD MESA ST
LAS VEGAS NV 89129-3301 89129-3301

PAGE. 1/ 3
Feb.07.2013 03:07 PM Jon & Staci Sidman 702 685 2481

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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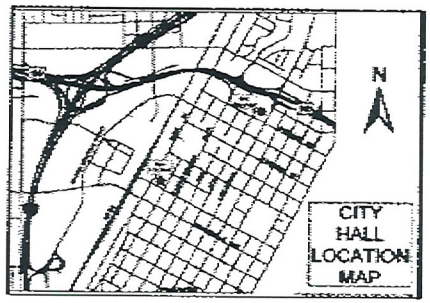
Official Notice of Public Hearing



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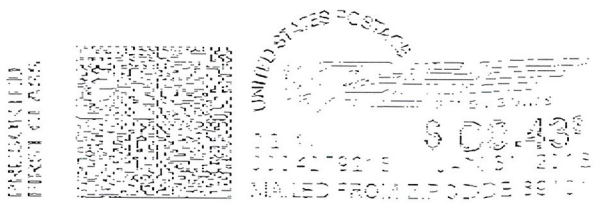
☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-47605

Planning Commission Meeting of 02/12/2013



RECEIVED

FEB 12 2013

City of Las Vegas
Dept. of Planning

Case: ZON-47605

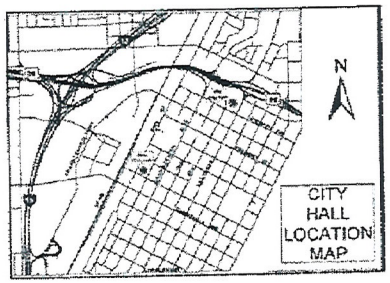
13701217013
GRENKA FAMILY TRUST
GRENKA DAVID K & MARIE A TRS
4408 PROSPECT HILL CT
LAS VEGAS NV 89129-3293 89129-3293

69 LRDFNMP 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-47605

Planning Commission Meeting of 02/12/2013

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FEB 12 2013

City of Las Vegas
Dept. of Planning

Case: ZON-47605
13701212033
SHIRLEY DALBY P & KATHLENE
10649 CLIFF MOUNTAIN
LAS VEGAS NV 89129-3244 89129-3244

89 LRDFNMP 89129

Feb 12 13 08:59a Dalby Shirley 1-702-645-8425 p.1

0

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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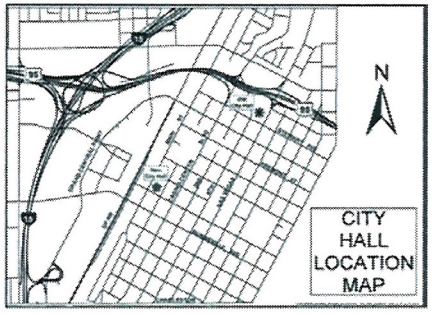
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-47605
Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 25 2013
City of Las Vegas
Dept. of Planning

Case: ZON-47605
13701217014
MARKEY CRIS J
P O BOX 370207
LAS VEGAS NV 89137-0207 89137-0207

59 LRDFNMP 89137

A

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FEB 12 2013

City of Las Vegas
Dept. of Planning

2-4-13

I support Var-47607 or ZON-47605.

I oppose Var-47609. With obesity at an all time high we should encourage walking safely via sidewalks.

I don't know what amenity zones are. A site development plan review is a great idea.

Sincerely,

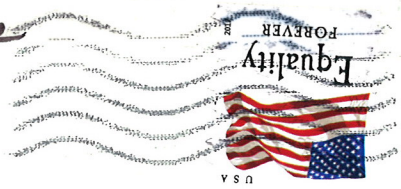
Deborah D Lacey

RECEIVED

FEB 12 2013

City of Las Vegas
Dept. of Planning

10533 Glowing Cove
Las Vegas. NV
89129



City of Las Vegas
Dept of Planning
Development Services
333 No Rancho 3rd floor
Las Vegas. NV 89106

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FEB 12 2013

City of Las Vegas
Dept. of Planning

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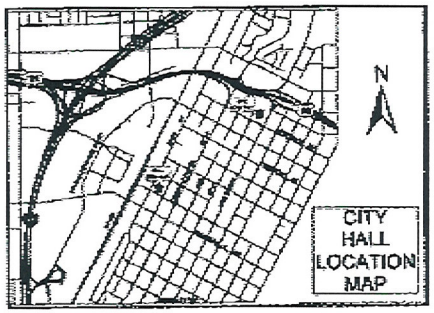
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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ZON-47605
Planning Commission Meeting of 02/12/2013

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0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

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FEB 12 2013
City of Las Vegas
Dept. of Planning

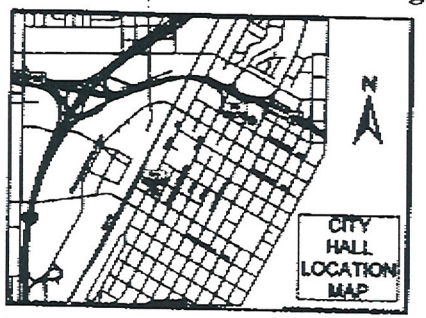
Case: ZON-47605
13701113031
SKLANSKY MATHEW S
10745 TUCKERMANS AVE
LAS VEGAS NV 89129-3297 89129-3297

89 LPDPNMP 89129

D

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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ZON-47605

Planning Commission Meeting of 02/12/2013

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02 1M 0004279218 $ 00.43³ JAN 31 2013

MAILED FROM ZIP CODE 89101

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FEB 12 2013

City of Las Vegas
Dept. of Planning

13701113057 Case: ZON-47605
LESCANO CARLOS
3428 WHITE BARK PINE ST
LAS VEGAS NV 89129-8120 89129-8120

69 LRDFNMP 89129

A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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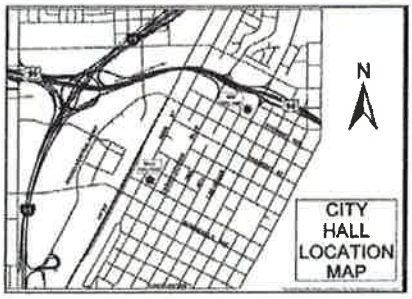
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-47605
Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 11 2013
City of Las Vegas
Dept. of Planning

Case: ZON-47605
13701212031
KHOURY JOHN & JANA
10641 CLIFF MOUNTAIN AVE
LAS VEGAS NV 89129-3244 89129-3244

#20 A

89 LRDFNHP 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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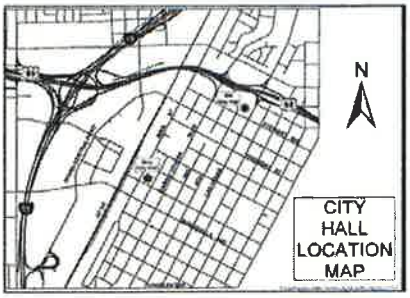
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-47605
Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 07 2013
City of Las Vegas
Dept. of Planning

Case: ZON-47605
13701113019
KEEFE FRED & BARBARA
19846 N 68TH DR
GLENDALE AZ 85308-5592 85308-5592

#20 A

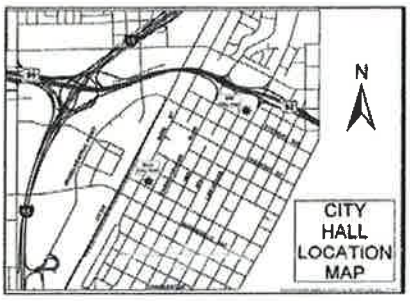
89 LRDFNHP 89308

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-47605
Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 11 2013
City of Las Vegas
Dept. of Planning

Case: ZON-47605
13701210013
MACTAL ROMEO A & JULIETA V
4522 N CENTRAL AVE
CHICAGO IL 60630-3304 60630-3304

#20 A

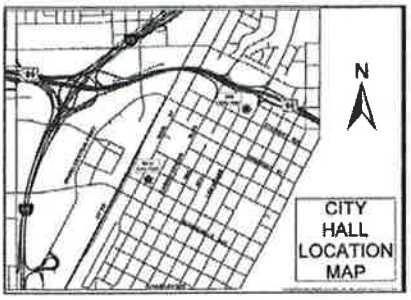
94 LRDFNMP 60630

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-47605
Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 11 2013
City of Las Vegas
Dept. of Planning

Case: ZON-47605
13701213023
BACHMANN MICHELLE
SPIGNER CHARLES
10667 MYSTIC SEAPORT AVE
LAS VEGAS NV 89129-3240 89129-3240

#20 A

69 LRDFNMP 89129

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

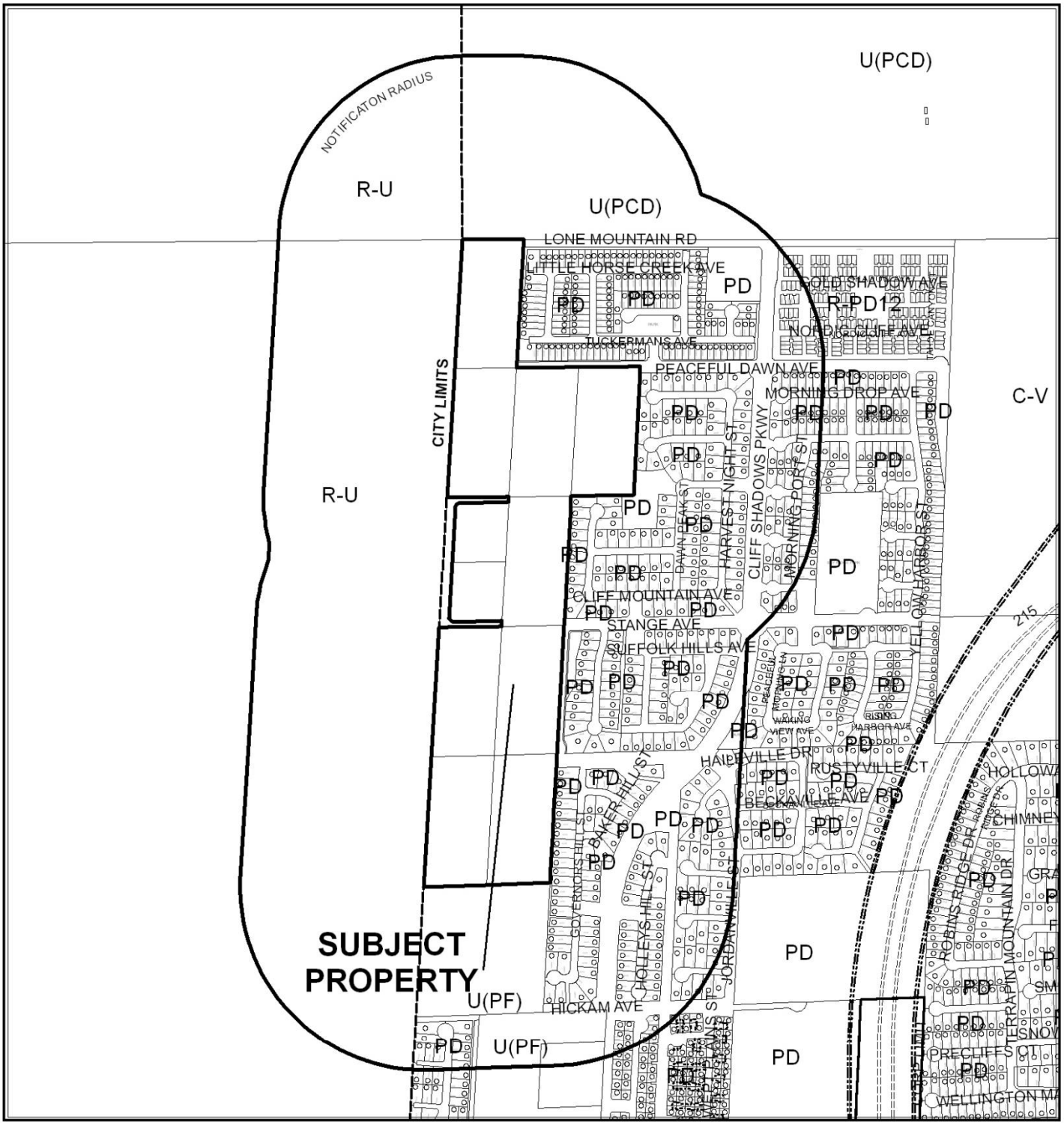
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-47607 - VARIANCE RELATED TO MOD-47606 AND ZON-47605 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC, ET AL - For possible action on a request for a Variance TO ALLOW SIX-FOOT PERIMETER RETAINING WALLS WHERE 3.5 FEET IS THE MAXIMUM ALLOWED on 55.00 gross acres at the southeast corner of Lone Mountain Road and Puli Road (APNs 137-01-101-001, 009, 010 and 011; 137-01-201-001, 002, 003, 011 and 012; and 137-01-301-001 and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**12**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps – VAR-47607, VAR-47609 and SDR-47610
3. Supporting Documentation
4. Back-up referenced from the February 12, 2013 Planning Commission Meeting - VAR-47607 and VAR-47609



0 700 1,400 Feet

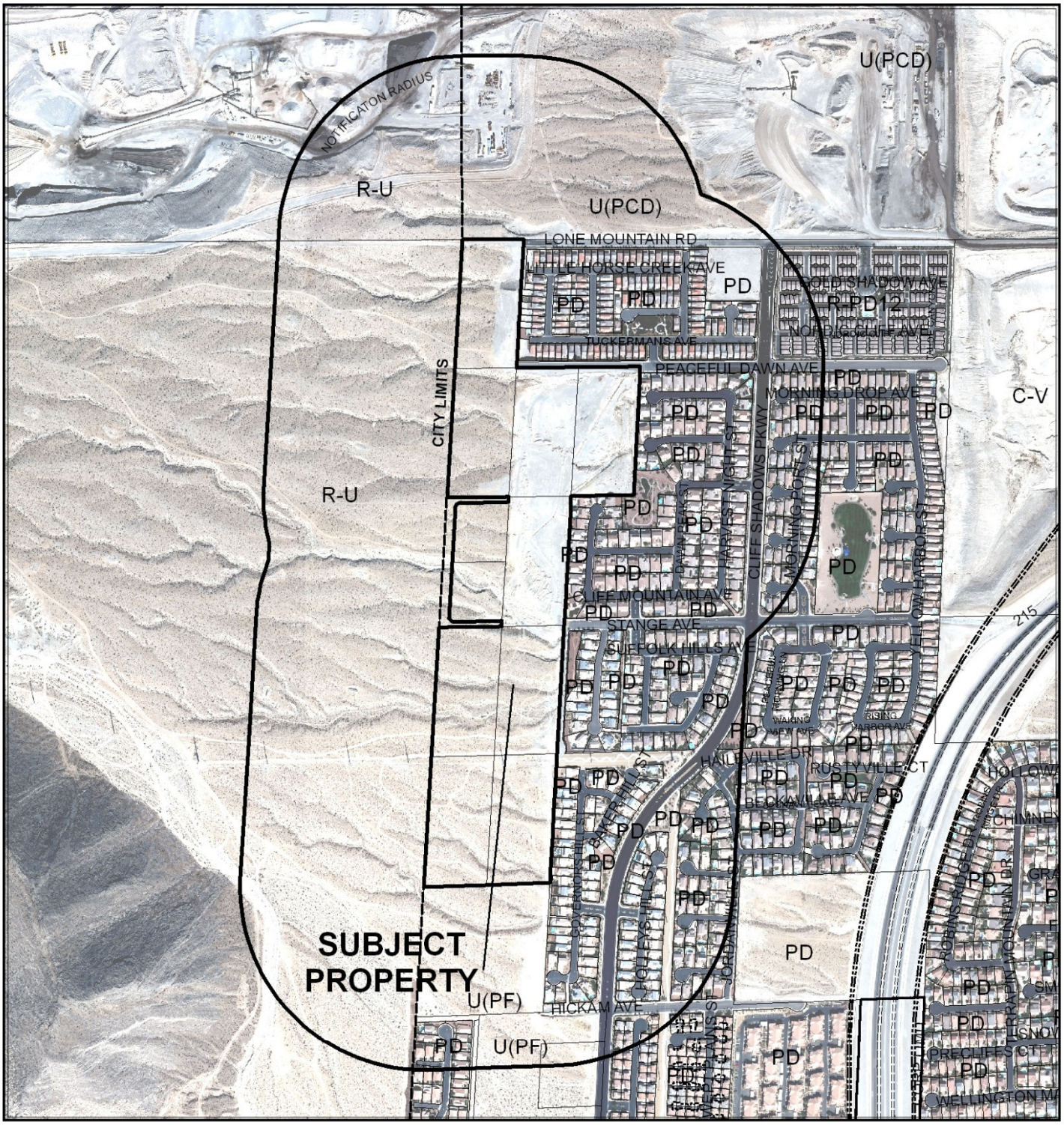
CASE: VAR-47607, VAR-47609 & SDR-47610

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



CASE: VAR-47607, VAR-47609 & SDR-47610

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-47607 APN: 137-01-101-001,009,137-01-201-001

Name of Property Owner: T H M ENTERPRISES LLC

Name of Applicant: Astoria Residential

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Tom McCormick

Subscribed and sworn before me

This 20 day of November, 20 12

Anna Schlieper

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-47607** APN: 137-01-101-011 137-01-101-010, 137-01-201-003

Name of Property Owner: IOTA TUSCAN, LLC

Name of Applicant: Astoria Residential

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20_____

_____

Notary Public in and for said County and State

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE - Wall Height

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-010, -011, & 137-01-201-003 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information

PROPERTY OWNER IOTA TUSCAN LLC **Contact**

Address 4675 MACARTHUR CT #1550 **Phone:** **Fax:**

City NEWPORT BEACH **State** CA **Zip** 92660-2042

E-mail Address

APPLICANT ASTORIA RESIDENTIAL **Contact** BRAD BOE

Address 10655 PARK RUN DRIVE, SUITE#230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City LAS VEGAS **State** NV **Zip** 89144

E-mail Address BBoe@AstoriaResidential.com

REPRESENTATIVE TANEY ENGINEERING **Contact** ROBERT CUNNINGHAM

Address 6030 SOUTH JONES #100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address RC@TANEYCORP.COM

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 JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-47609
Meeting Date:	1/8/13
Total Fee:	$830.00
Date Received:*	11/21/12
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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On November 20, 2012, before me, Lynn Mattson, Notary Public, personally appeared Jim Stockhausen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYNN MATTSON
Commission # 1930475
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2015

Signature_____(SEAL)
Signature of Notary Public

VAR-47607

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE - Wall Height

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-001,009,137-01-201-001 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information 137-01-201-002, 011,012, 137-01-301-001, 002

PROPERTY OWNER T H M Enterprises, LLC **Contact**

Address 10655 Park Run Drive, #230 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89144-4590

E-mail Address

APPLICANT Astoria Residential **Contact** Brad Boe

Address 10655 Park Run Drive, Ste. 230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City Las Vegas **State** NV **Zip** 89144

E-mail Address bboe@astoriaresidential.com

REPRESENTATIVE Taney Engineering **Contact** Robert Cunningham

Address 6030 South Jones Blvd, Ste. 100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address rc@taneycorp.com

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 Tom McCormick

Subscribed and sworn before me

This 21 day of November, 20 12.

Anna Schlieper

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

FOR DEPARTMENT USE ONLY

Case #	VAR-97607
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

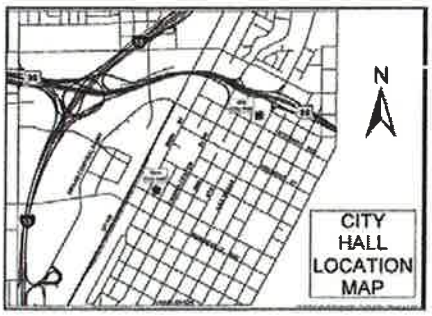
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-47607 & VAR-47609
Planning Commission Meeting of 02/12/2013

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FEB 07 2013
City of Las Vegas
Dept. of Planning

Case: VAR-47607
13701113019
KEEFE FRED & BARBARA
19846 N 68TH DR
GLENDALE AZ 85308-5592 85308-5592

#21-22 P

96 LRDFMMP 85306

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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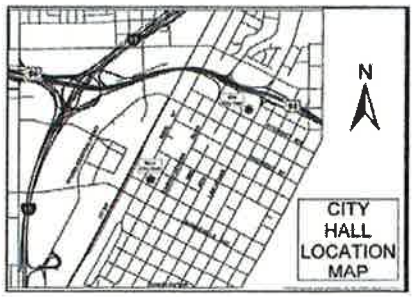

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-47607 & VAR-47609
Planning Commission Meeting of 02/12/2013

THESE PROPOSED WALLS WILL RUIN THE NATURAL BEAUTY OF THE LAND AND WOULD HAVE AN ADVERSE AFFECT ON OUR PROPERTY VALUE AS WELL

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City of Las Vegas
Dept. of Planning

Case: VAR-47607
13701212031
KHOURY JOHN & JANA
10641 CLIFF MOUNTAIN AVE
LAS VEGAS NV 89129-3244 89129-3244

submitted after final agenda
2/12/13 #21-22
#21-22 P

69 LRDFMMP 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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0004279218 JAN 31 2013
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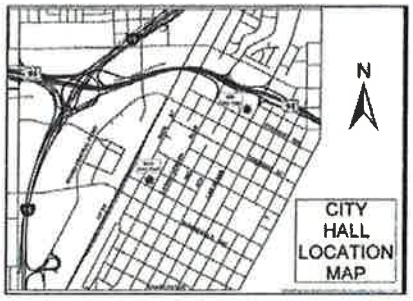
Official Notice of Public Hearing



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VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

Case: VAR-47607
13701116025
RATHBUN JAMES L & HEATHER M
10764 LITTLE HORSE CREEK AVE
LAS VEGAS NV 89129-3307 89129-3307

#21-22 P

63 LRDFMP 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

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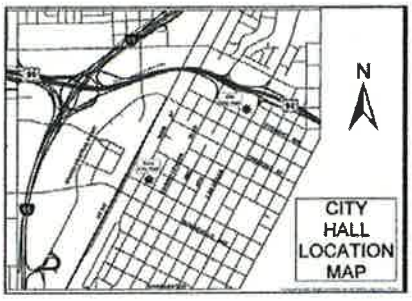
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

Case: VAR-47607
13701115042
STRAUSER NED C
2806 WESTINGHOUSE RD
HORSEHEADS NY 14845-8117 14845-811

#21-22 P

2 LRDFMP 14845

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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0004279218 JAN 31 2013
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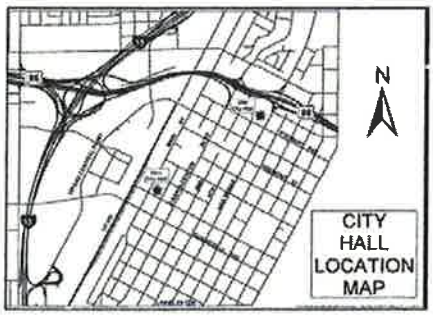
Official Notice of Public Hearing



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City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

Case: VAR-47607
13701213023
BACHMANN MICHELLE
SPIGNER CHARLES
10667 MYSTIC SEAPORT AVE
LAS VEGAS NV 89129-3240 89129-3240

#21-22 P

with only one entrance to the community, sidewalks will be essential for pedestrian safety.

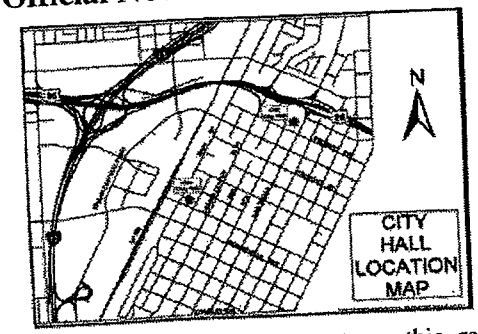
89129 LRDFMP

PAGE. 3
Feb.04.2013 06:21 PM Jon & Staci Sidman 702 685 2481

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

Case: VAR-47607

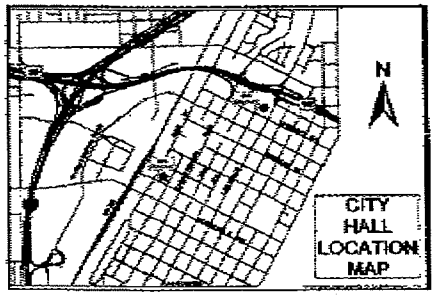
13701113029
SIDMAN JONATHON
GRENKA STACI
4736 TRAILHEAD MESA ST
LAS VEGAS NV 89129-3301 89129-3301

89129 LRDPMP

PAGE. 3/ 3
702 685 2481
Feb.07.2013 03:08 PM Jon & Staci Sidman

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-47607 & VAR-47609
Planning Commission Meeting of 02/12/2013

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FEB 12 2013
City of Las Vegas
Dept. of Planning

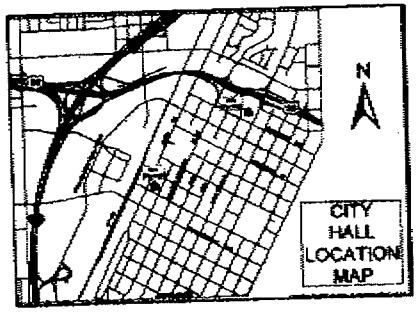
Case: VAR-47607
13701217013
GRENKA FAMILY TRUST
GRENKA DAVID K & MARIE A TRS
4408 PROSPECT HILL CT
LAS VEGAS NV 89129-3293 89129-3293

89129 LRDFNMP

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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VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

69 LRDFNMP 89129

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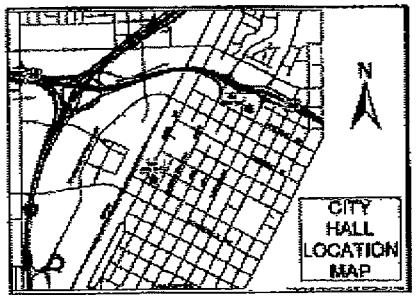
City of Las Vegas
Dept. of Planning

Case: VAR-47607

13701113057
LESCANO CARLOS
3428 WHITE BARK PINE ST
LAS VEGAS NV 89129-8120 89129-8120

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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VAR-47607 & VAR-47609
Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

Case: VAR-47607
13701113031
SKLANSKY MATHEW S
10745 TUCKERMANS AVE
LAS VEGAS NV 89129-3297 89129-3297

7

p.1
(949) 706-3732

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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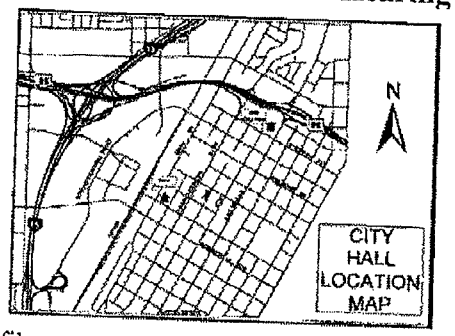
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

13701113043 Case: VAR-47607
SETHI FAMILY TRUST
SETHI SURENDRA L & USHA TRS
10 ELSWICK CT
LAGUNA NIGUEL CA 92677-6060 92677-6

92 LRDFMP 92677

GROVER
Feb 11 13 09:35a

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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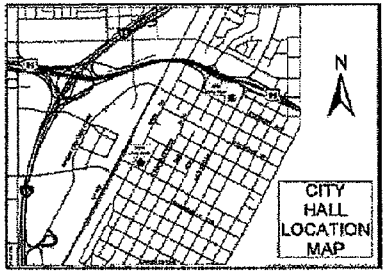
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

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FEB 12 2013

City of Las Vegas
Dept. of Planning

Case: VAR-47607

13701212033
SHIRLEY DALBY P & KATHLENE
10649 CLIFF MOUNTAIN
LAS VEGAS NV 89129-3244 89129-3244

89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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FIRST CLASS

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JAN 31 2013
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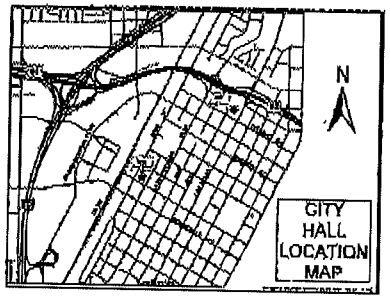

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☒ I OPPOSE this Request

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VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

13701310001 Case: VAR-47607
GANEY WALTER M
4301 JORDANVILLE ST
LAS VEGAS NV 89129-3212 89129-3212

8

6

RECEIVED

FEB 12 2013

City of Las Vegas
Dept. of Planning

2-4-13

I support Var-47607 or Zon-47605.

I oppose Var-47609. With obesity at an all time high we should encourage walking safely via sidewalks.

I don't know what amenity zones are. A site development plan review is a great idea.

Sincerely,

Deborah D Lacey

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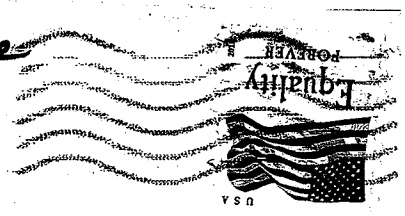
FEB 12 2013

City of Las Vegas
Dept. of Planning

10533 Glowing Cove
Las Vegas, NV
89129



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FEB 12 2013

City of Las Vegas
Dept. of Planning

City of Las Vegas
Dept of Planning
Development Services
333 No Rancho 3rd floor
Las Vegas, NV 89106

VAR-47607 - A
VAR-47609 - 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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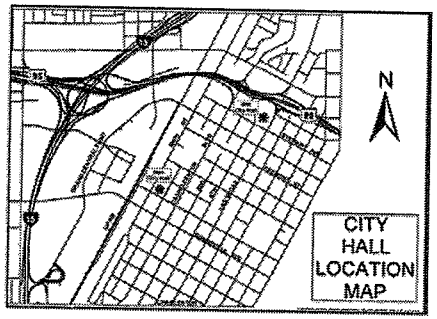

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

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FEB 25 2013
City of Las Vegas
Dept. of Planning

Case: VAR-47607

13701217014
MARKEY CRIS J
P O BOX 370207
LAS VEGAS NV 89137-0207 89137-0207

59 LRDFNMP 89137

7

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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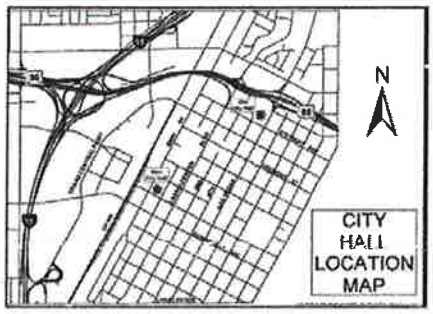

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FEB 11 2013
City of Las Vegas
Dept. of Planning

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-47607 & VAR-47609

Planning Commission Meeting of 02/12/2013

Case: VAR-47607

13701210013
MACTAL ROMEO A & JULIETA V
4522 N CENTRAL AVE
CHICAGO IL 60630-3304 60630-3304

#21-22 A

94 LRDFMAP 60630

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
VAR-47609 - VARIANCE RELATED TO MOD-47606, ZON-47605 AND VAR-47607 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC, ET AL - For possible action on a request for a Variance TO ALLOW 40-FOOT WIDE PRIVATE STREETS WITH NO SIDEWALKS WHERE 47-FOOT WIDE STREETS WITH SIDEWALKS AND AMENITY ZONES ON BOTH SIDES ARE REQUIRED on 55.00 gross acres at the southeast corner of Lone Mountain Road and Puli Road (APNs 137-01-101-001, 009, 010 and 011; 137-01-201-001, 002, 003, 011 and 012; and 137-01-301-001 and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-47609 APN: 137-01-101-001,009,137-01-201-001

Name of Property Owner: T H M ENTERPRISES LLC

Name of Applicant: Astoria Residential

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Tom McCormick

Subscribed and sworn before me

This 20 day of November, 20 12

Anna Schlieper

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

RECEIVED
DEC 12 2012
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-47609 APN: 137-01-101-011, 137-01-101-010, 137-01-201-003

Name of Property Owner: IOTA TUSCAN, LLC

Name of Applicant: Astoria Residential

Name of Representative: Janey Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

RECEIVED
DEC 12 2012
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE - Street Width

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-001,009,137-01-201-001 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information 137-01-201-002, 011,012, 137-01-301-001, 002

PROPERTY OWNER T H M Enterprises, LLC **Contact**

Address 10655 Park Run Drive, #230 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89144-4590

E-mail Address

APPLICANT Astoria Residential **Contact** Brad Boe

Address 10655 Park Run Drive, Ste. 230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City Las Vegas **State** NV **Zip** 89144

E-mail Address bboe@astoriaresidential.com

REPRESENTATIVE Taney Engineering **Contact** Robert Cunningham

Address 6030 South Jones Blvd, Ste. 100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address rc@taneycorp.com

RECEIVED
DEC 12 2012
City of Las Vegas
Department of Planning

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 Tom McCormick

Subscribed and sworn before me

This 12 day of December, 20 12.

Anna Schlieper

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-47609
Meeting Date:	01/08/13
Total Fee:	$830.00
Date Received:*	12/12/12
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

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE - Street Width

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-010, -011, & 137-01-201-003 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information

PROPERTY OWNER IOTA TUSCAN LLC **Contact** JIM STOCKHAUSEN

Address 4675 MACARTHUR CT #1550 **Phone:** **Fax:**

City NEWPORT BEACH **State** CA **Zip** 92660-2042

E-mail Address

APPLICANT ASTORIA RESIDENTIAL **Contact** BRAD BOE

Address 10655 PARK RUN DRIVE, SUITE#230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City LAS VEGAS **State** NV **Zip** 89144

E-mail Address BBoe@AstoriaResidential.com

REPRESENTATIVE TANEY ENGINEERING **Contact** ROBERT CUNNINGHAM

Address 6030 SOUTH JONES #100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address RC@TANEYCORP.COM

RECEIVED
DEC 12 2012
City of Las Vegas
Department of Planning

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Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

See Attached

FOR DEPARTMENT USE ONLY

Case #	VAR-47609
Meeting Date:	01/08/13
Total Fee:	$830.00
Date Received:*	12/12/12
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On December 12, 2012, before me, Lynn Mattson, Notary Public, personally appeared Jim Stockhausen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYNN MATTSON
Commission # 1930475
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2015

Signature_____(SEAL)
Signature of Notary Public

VAR-47609

RECEIVED
DEC 12 2012
City of Las Vegas
Department of Planning

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

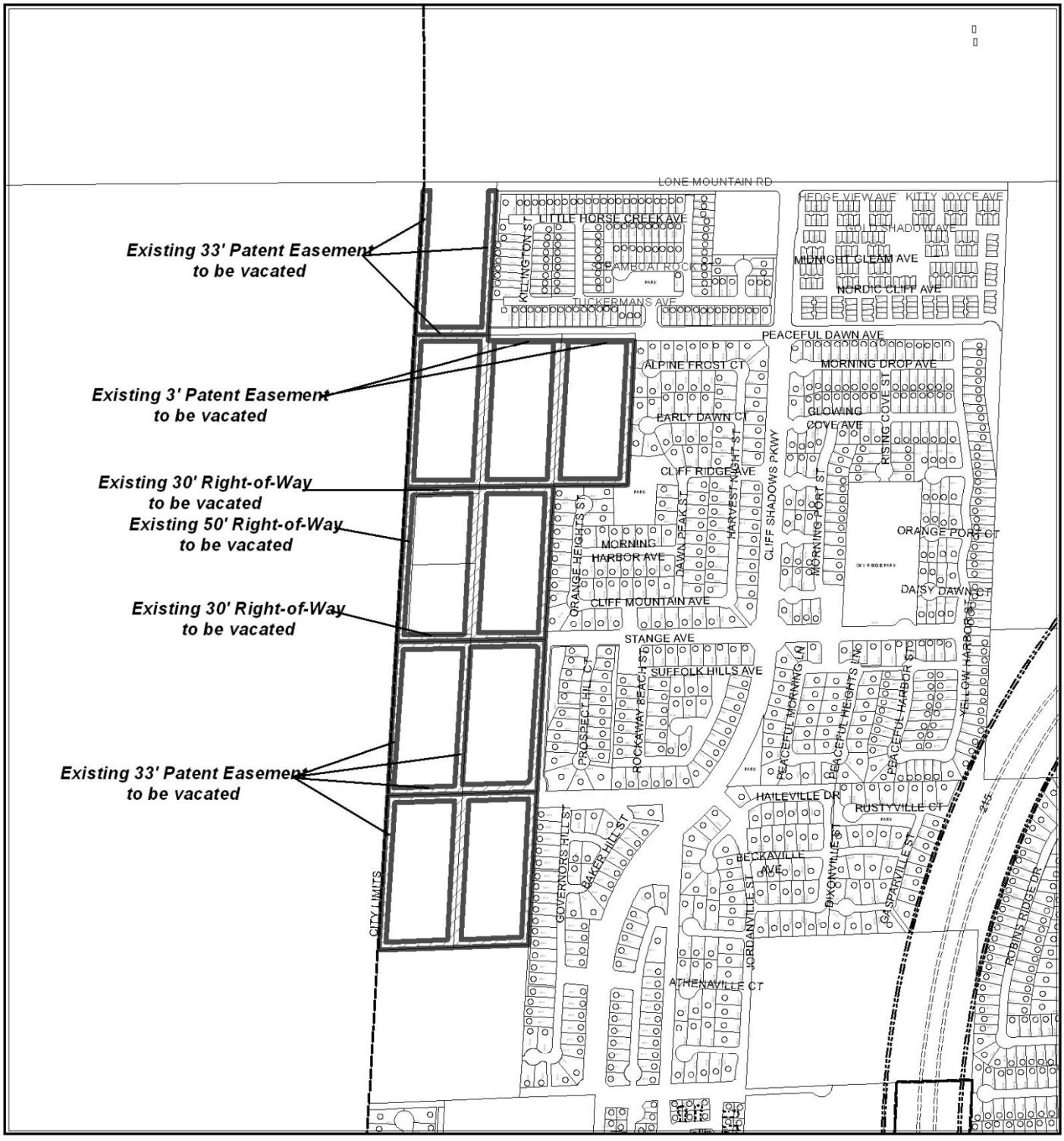
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-47611 - VACATION RELATED TO MOD-47606, ZON-47605, VAR-47607 AND VAR-47609 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC, ET AL - For possible action on a Petition to Vacate public rights-of-way and U.S. Government Patent Easements generally located east of Puli Road, south of Lone Mountain Road, Ward 4 (Anthony). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Consolidated Back-up
3. Supporting Documentation



CASE: VAC-47611

0 500 1,000 Feet

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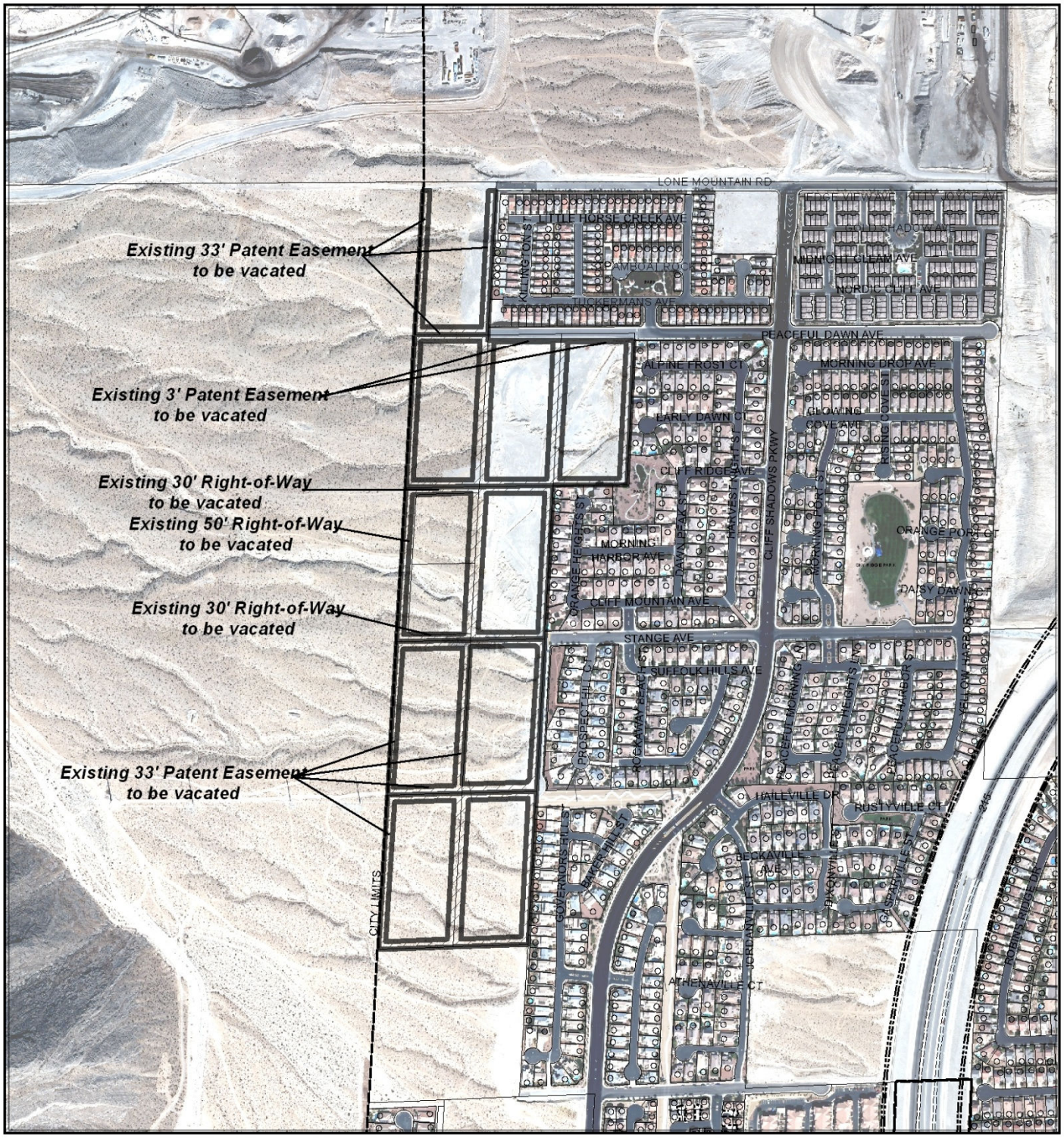

CASE: VAC-47611

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-47611 APN: 137-01-101-001,009,137-01-201-001

Name of Property Owner: T H M ENTERPRISES LLC

Name of Applicant: Astoria Residential

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Tom McCormick

Subscribed and sworn before me

This 20 day of November, 20 12

Anna Schlieper

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-47611** APN: 137-01-101-011, 137-01-101-010, 137-01-201-003

Name of Property Owner: IDTA TUSCAN, LLC

Name of Applicant: Astoria Residential

Name of Representative: Tarvey Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: VACATION

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-010, -011, & 137-01-201-008 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information

PROPERTY OWNER IOTA TUSCAN LLC **Contact**

Address 4675 MACARTHUR CT #1550 **Phone:** **Fax:**

City NEWPORT BEACH **State** CA **Zip** 92660-2042

E-mail Address

APPLICANT ASTORIA RESIDENTIAL **Contact** BRAD BOE

Address 10655 PARK RUN DRIVE, SUITE#230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City LAS VEGAS **State** NV **Zip** 89144

E-mail Address BBoe@AstoriaResidential.com

REPRESENTATIVE TANEY ENGINEERING **Contact** ROBERT CUNNINGHAM

Address 6030 SOUTH JONES #100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address RC@TANEYCORP.COM

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 JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

_____

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAC-47611
Meeting Date:	8/1/13
Total Fee:	$1000.-
Date Received:*	11/21/12
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: VACATION

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-001,009,137-01-201-001 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information 137-01-201-002, 011,012, 137-01-301-001, 002

PROPERTY OWNER T H M Enterprises, LLC **Contact**

Address 10655 Park Run Drive, #230 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89144-4590

E-mail Address

APPLICANT Astoria Residential **Contact** Brad Boe

Address 10655 Park Run Drive, Ste. 230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City Las Vegas **State** NV **Zip** 89144

E-mail Address bboe@astoriaresidential.com

REPRESENTATIVE Taney Engineering **Contact** Robert Cunningham

Address 6030 South Jones Blvd, Ste. 100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address rc@taneycorp.com

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Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Tom McCormick

Subscribed and sworn before me

This 20 day of November, 20 12.

Anna Schlieper

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

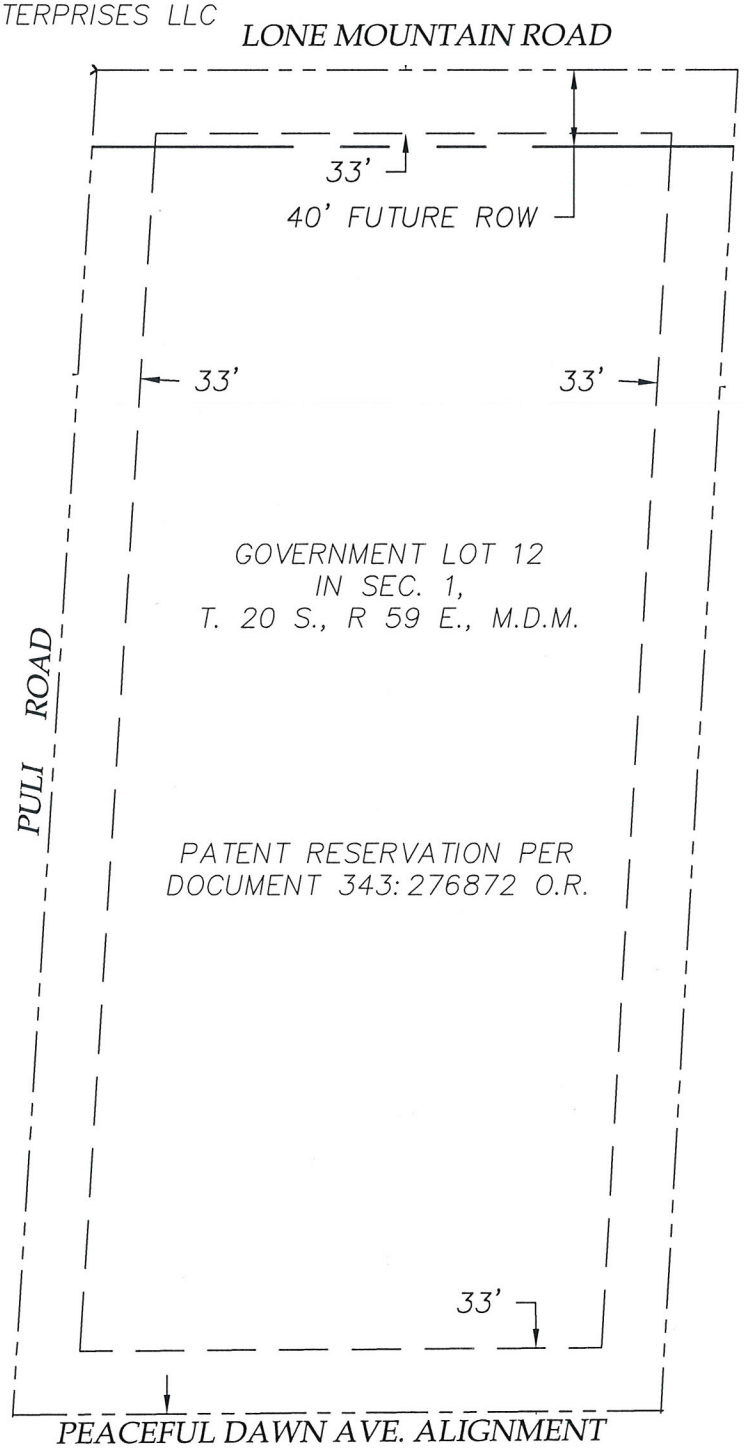
FOR DEPARTMENT USE ONLY

Case #	VAC-97611
Meeting Date:	1/8/13
Total Fee:	$1000.-
Date Received:*	11/21/12
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.

137-01-101-001
T H M ENTERPRISES LLC

EXHIBIT B



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NOV 2 1 2012

SHT 1 OF 10

PATENT EASEMENT VACATION EXHIBIT

TANEY ENGINEERING
6030 S. JONES BLVD., STE.100
LAS VEGAS, NEVADA 89118
(702) 362-8844 FAX:(702) 362-5233

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

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

SUBJECT:
SDR-47610 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-47606, ZON-47605, VAR-47607, VAR-47609 AND VAC-47611 - PUBLIC HEARING - APPLICANT: ASTORIA RESIDENTIAL - OWNER: T H M ENTERPRISES, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 328-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 55.00 gross acres at the southeast corner of Lone Mountain Road and Puli Road (APNs 137-01-101-001, 009, 010 and 011; 137-01-201-001, 002, 003, 011 and 012; and 137-01-301-001 and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Anthony). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**7**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Back-up referenced from the February 12, 2013 Planning Commission Meeting.

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-47610 APN: 137-01-101-001,009,137-01-201-001

Name of Property Owner: T H M ENTERPRISES LLC

Name of Applicant: Astoria Residential

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Tom McCormick

Subscribed and sworn before me

This 20 day of November, 20 12

Anna Schlieper

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-8479-1
My Appt. Expires Nov. 18, 2015

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-47610** APN: 137-01-101-011, 137-01-101-010, 137-9-201-003

Name of Property Owner: IOTA TUSCAN, LLC

Name of Applicant: Astoria Residential

Name of Representative: Lewis Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT PLAN REVIEW

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-010, -011, & 137-01-201-006 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information

PROPERTY OWNER IOTA TUSCAN LLC **Contact**

Address 4675 MACARTHUR CT #1550 **Phone:** **Fax:**

City NEWPORT BEACH **State** CA **Zip** 92660-2042

E-mail Address

APPLICANT ASTORIA RESIDENTIAL **Contact** BRAD BOE

Address 10655 PARK RUN DRIVE, SUITE#230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City LAS VEGAS **State** NV **Zip** 89144

E-mail Address BBoe@AstoriaResidential.com

REPRESENTATIVE TANEY ENGINEERING **Contact** ROBERT CUNNINGHAM

Address 6030 SOUTH JONES #100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address RC@TANEYCORP.COM

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Print Name JIM STOCKHAUSEN

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-47610
Meeting Date:	1/8/13
Total Fee:	$1030.-
Date Received:*	11/21/12
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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On November 20, 2012, before me, Lynn Mattson, Notary Public, personally appeared Jim Stockhausen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____(SEAL)
Signature of Notary Public

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT PLAN REVIEW

Project Address (Location) Lone Mountain & Puli (SEC)

Project Name Peaceful Ridge **Proposed Use** Single Family

Assessor's Parcel #(s) 137-01-101-001,009,137-01-201-001 **Ward #** 4

General Plan: existing Low proposed Low **Zoning:** existing U/PCD proposed PD

Commercial Square Footage 0 **Floor Area Ratio** 0

Gross Acres 16.4 **Lots/Units** 94 **Density** 5.7

Additional Information 137-01-201-002, 011,012, 137-01-301-001, 002

PROPERTY OWNER T H M Enterprises, LLC **Contact**

Address 10655 Park Run Drive, #230 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89144-4590

E-mail Address

APPLICANT Astoria Residential **Contact** Brad Boe

Address 10655 Park Run Drive, Ste. 230 **Phone:** (702) 257-1188 **Fax:** (702) 257-1672

City Las Vegas **State** NV **Zip** 89144

E-mail Address bboe@astoriaresidential.com

REPRESENTATIVE Taney Engineering **Contact** Robert Cunningham

Address 6030 South Jones Blvd, Ste. 100 **Phone:** (702) 362-8844 **Fax:** (702) 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address rc@taneycorp.com

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Print Name Tom McCormick

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ANNA SCHLIEPER

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

FOR DEPARTMENT USE ONLY

Case #	SDR-47610
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

SDR 47610
Astoria Residential

SEC Lone Mountain & Puli

Proposed 306 unit single family residential development.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	306	9.57	2,928
AM Peak Hour			0.75	230
PM Peak Hour			1.01	309

Existing traffic on all nearby streets:

Cliff Shadows Pkwy	
Average Daily Traffic (ADT)	10,198
PM Peak Hour (heaviest 60 minutes)	816

Lone Mountain Road	
Average Daily Traffic (ADT)	3,388
PM Peak Hour (heaviest 60 minutes)	271

Adjacent Street ADT Capacity

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 JAN 31 2013
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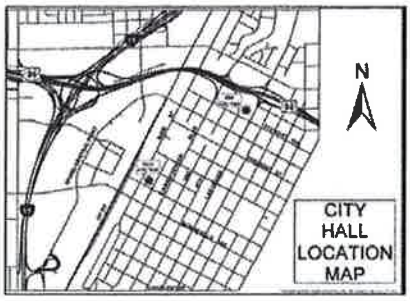

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-47610
Planning Commission Meeting of 02/12/2013

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FEB 06 2013
City of Las Vegas
Dept. of Planning

Case: SDR-47610
13701116025
RATHBUN JAMES L & HEATHER M
10764 LITTLE HORSE CREEK AVE
LAS VEGAS NV 89129-3307 89129-3307

#24 P

69 LRDFMP 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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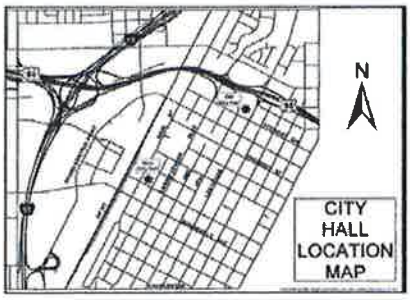

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SDR-47610
Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 11 2013
City of Las Vegas
Dept. of Planning

Case: SDR-47610
13701115042
STRAUSER NED C
2806 WESTINGHOUSE RD
HORSEHEADS NY 14845-8117 14845-811

Submitted after final agenda
2/12/13 Item #24

#24 P

2 LRDFMP 14845

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
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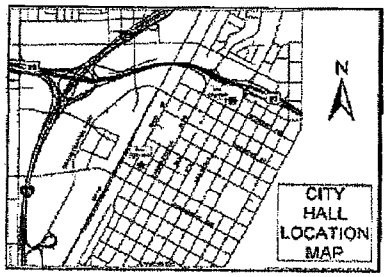

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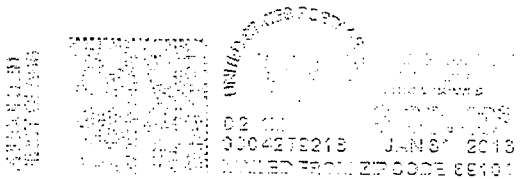
SDR-47610

Planning Commission Meeting of 02/12/2013



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City of Las Vegas
Dept. of Planning

Case: SDR-47610

13701212033
SHIRLEY DALBY P & KATHLENE
10649 CLIFF MOUNTAIN
LAS VEGAS NV 89129-3244 89129-3244

89 LRDPNP 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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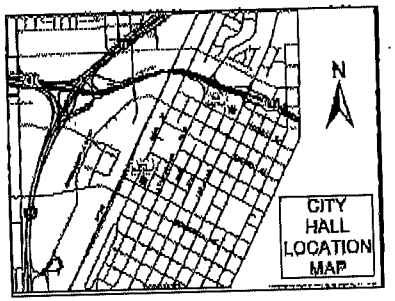

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SDR-47610
Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

Case: SDR-47610
13701310001
GANEY WALTER M
4301 JORDANVILLE ST
LAS VEGAS NV 89129-3212 8(

p.2
(949) 706-3732
Feb 11 13 09:35a GROVER

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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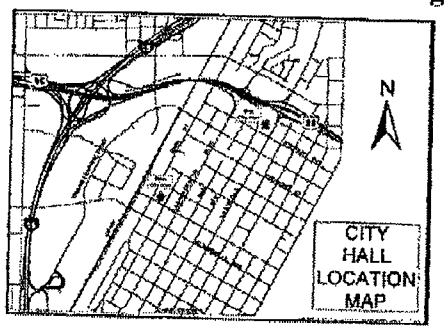
Official Notice of Public Hearing



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SDR-47610

Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

Case: SDR-47610
13701113043
SETHI FAMILY TRUST
SETHI SURENDRA L & USHA TRS
10 ELSWICK CT
LAGUNA NIGUEL CA 92677-6060 92677-6

PAGE. 1
Feb.04.2013 06:20 PM Jon & Staci Sidman 702 685 2481

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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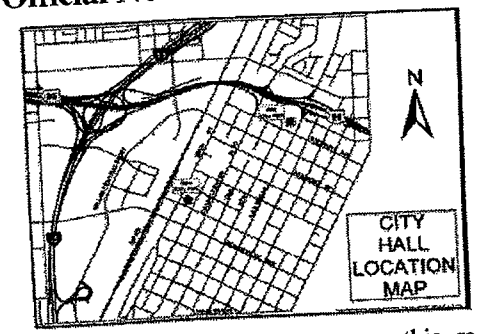
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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Planning Commission Meeting of 02/12/2013

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Dept. of Planning

Case: SDR-47610

13701113029
SIDMAN JONATHON
GRENKA STACI
4736 TRAILHEAD MESA ST
LAS VEGAS NV 89129-3301 89129-3301

City of Las Vegas
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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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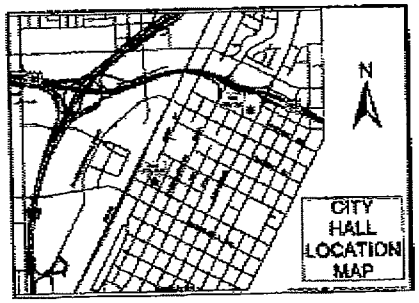

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SDR-47610
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City of Las Vegas
Dept. of Planning

Case: SDR-47610
13701113031
SKLANSKY MATHEW S
10745 TUCKERMANS AVE
LAS VEGAS NV 89129-3297 89129-3297

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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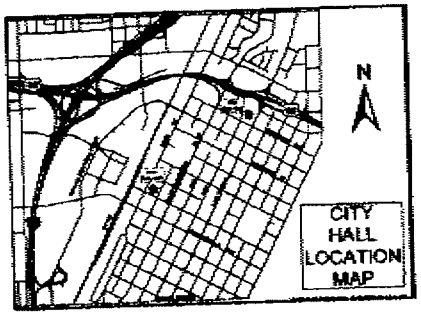
Official Notice of Public Hearing



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SDR-47610

Planning Commission Meeting of 02/12/2013

Case: SDR-47610

13701113057
LESCANO CARLOS
3428 WHITE BARK PINE ST
LAS VEGAS NV 89129-8120 89129-8120

89129 LRDFNNP 69

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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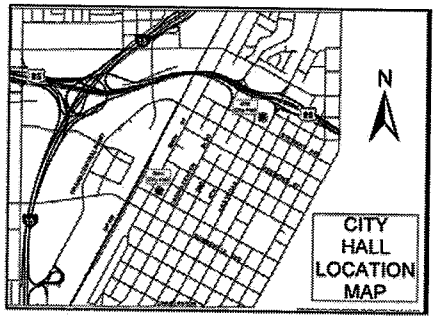

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SDR-47610

Planning Commission Meeting of 02/12/2013

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FEB 25 2013

City of Las Vegas
Dept. of Planning

Case: SDR-47610

13701217014
MARKEY CRIS J
P O BOX 370207
LAS VEGAS NV 89137-0207 89137-0207

59 LRDFNMP 89137

A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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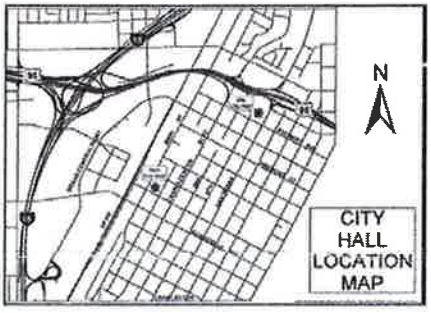
Official Notice of Public Hearing



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SDR-47610
Planning Commission Meeting of 02/12/2013

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FEB 11 2013
City of Las Vegas
Dept. of Planning

Case: SDR-47610
13701210013
MACTAL ROMEO A & JULIETA V
4522 N CENTRAL AVE
CHICAGO IL 60630-3304 60630-3304

#24 A

94 LRDFMP 60630

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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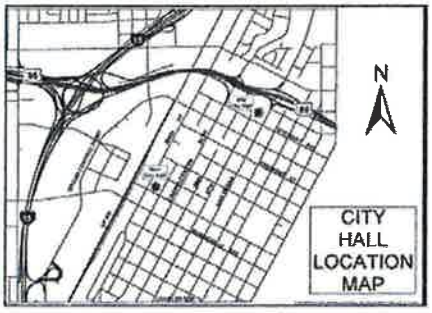

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SDR-47610
Planning Commission Meeting of 02/12/2013

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City of Las Vegas
Dept. of Planning

Case: SDR-47610
13701213023
BACHMANN MICHELLE
SPIGNER CHARLES
10667 MYSTIC SEAPORT AVE
LAS VEGAS NV 89129-3240 89129-3240

#24 A

69 LRDFMP 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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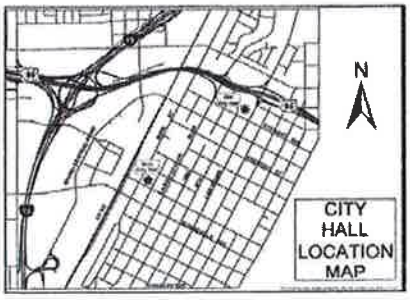

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City of Las Vegas
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Case: SDR-47610
13701212031
KHOURY JOHN & JANA
10641 CLIFF MOUNTAIN AVE
LAS VEGAS NV 89129-3244 89129-3244

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-47610
Planning Commission Meeting of 02/12/2013

#24 A

63 LRDFNMP 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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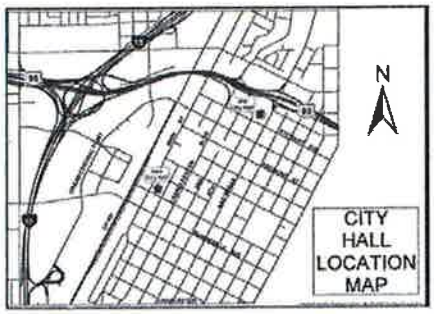

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City of Las Vegas
Dept. of Planning

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Case: SDR-47610
13701113019
KEEFE FRED & BARBARA
19846 N 68TH DR
GLENDALE AZ 85308-5592 85308-5592

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-47610
Planning Commission Meeting of 02/12/2013

#24 A

4 LRDFNMP 85308

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 20, 2013

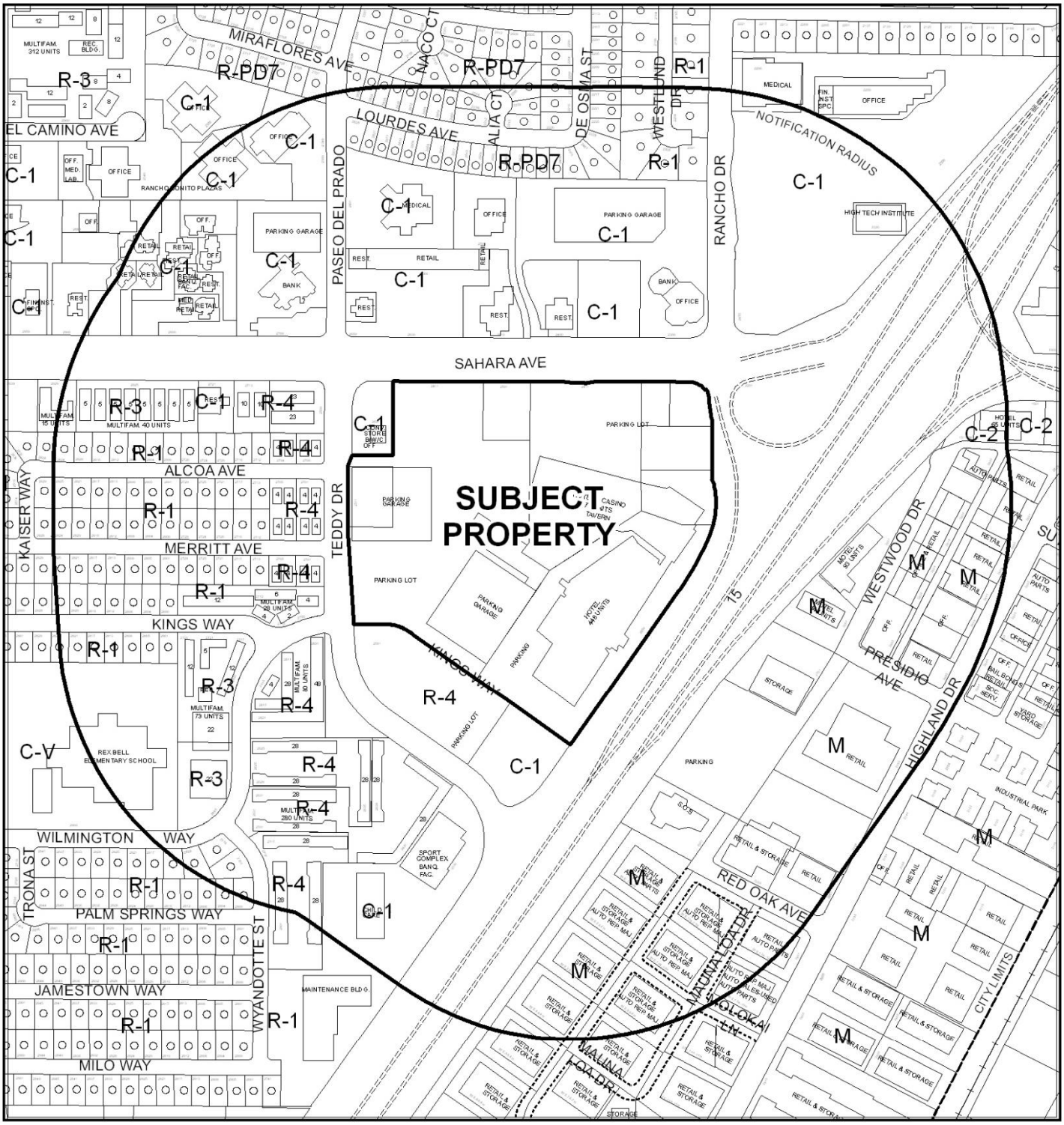
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-47819 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: NP PALACE, LLC. - For possible action on a request for a Variance TO ALLOW A 50-FOOT TALL FLAG POLE ON THE ROOF OF AN EXISTING BUILDING WHERE THE MAXIMUM HEIGHT OF THE POLE ALLOWED IS 40 FEET on 10 acres at 2411 West Sahara Avenue (APN 162-08-502-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Back-up referenced from the February 12, 2013 Planning Commission Meeting.



CASE: VAR-47819

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

CASE: VAR-47819

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 20, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: NP PALACE, LLC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-47819	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

VAR-47819 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Clark County Department of Aviation as enforced by the City of Las Vegas

1. Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Clark County Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Clark County Department of Aviation;

2. No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA's 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.

3. Applicant is advised that FAA's airspace determinations are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments.

4. Applicant is advised that the FAA's airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a 50-foot flag pole on the top of the main hotel tower at 2411 West Sahara Avenue. The maximum height allowed for a flag pole is 40 feet. The proposed 50-foot Flag Pole is a self-imposed hardship; therefore, staff recommends denial. If the application is denied, the additional of a flag pole to the site that exceeds 40 feet will not be allowed.

ISSUES

- A Variance is required to allow a 50-foot Flag Pole where a 40-foot Flag Pole is the maximum height in the C-1 (Limited Commercial) Zoning District.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/21/93	The City Council approved a request for a Site Development Plan Review (Z-0064-89) for a twenty story tower expansion of an existing hotel and casino on 25.26 acres at 2411 West Sahara Avenue. The Planning Commission and staff recommended approval.
02/12/13	The Planning Commission voted (6-0-1/vq) to APPROVE VAR-47819. (PC Agenda Item 25/ded).

Most Recent Change of Ownership	
06/17/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/01/51	A business license (G08-00025) was issued for a Gaming Non-restricted at 2411 West Sahara Avenue. This license remains active.
01/01/51	A business license (H06-00008) was issued for a Resort Hotel - 200 rooms or more at 2411 West Sahara Avenue. This license remains active.

Pre-Application Meeting	
12/10/12	A pre-application meeting was held with the applicant and submittal requirements for a Variance to allow a 50-foot flag pole a top of the existing building were discussed with the applicant.

Neighborhood Meeting
A Neighborhood Meeting is not required for this application, nor was one held.

Field Check	
01/02/13	Staff conducted a field check of the subject property and noted the site was a well maintained commercial development.

Details of Application Request	
Site Area	
Net Acres	25.26

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel & Gaming Establishment Non-restricted	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Multi-Family Residential	MXU (Mixed Use Development)	R-4 (High Density Residential)
East	Interstate - 15	Right-of-Way	Right-of-Way
West	Multi-Family Residential	MXU (Mixed Use Development)	R-4 (High Density Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
A-O (Airport Overlay) District (175 Feet)	N
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Official Flag of Government and Agencies		
Standards	***Allowed***	***Provided***
Maximum Height	40 Feet	50 Feet
Number of Flags per unit or nation	One	One
Flags per parcel	Four	One

ANALYSIS

The proposed 50-foot flag pole on the top of the main hotel tower of the property exceeds the allowable height for a flag pole in the C-1 (Limited Commercial) Zoning District. The proposed 50-foot flag pole does not meet with the A-O (Airport Overlay) District height requirement and Clark County Department of Aviation has provided the following comments:

> Federal Aviation Regulations (Title 14, Part 77) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure greater than 200 feet in height (§ 77.13(a)(1)) or that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway greater than 3,200 feet in length (§ 77.13 (a)(2)(i)). Such notification allows the FAA to determine what impact, if any, the proposed development will have upon navigable airspace, and allows the FAA to determine whether the development requires obstruction marking or lighting.
>
> The proposed development will exceed the 100:1 notice requirement for the North Las Vegas Airport (VGT). Therefore, as required by 14 CFR Part 77, the FAA must be notified of the proposed construction or alteration.

Conditions of approval have been added to address this issue.

Adding a 50-foot flag pole to a site, where a 40-foot flag pole could be placed is a self-imposed hardship; therefore, staff recommends denial.

FINDINGS (VAR-47819)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship with the proposed 50-foot flag pole. The placement of a 40-foot flag pole would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 136 by the City Clerk

APPROVALS 3

PROTESTS 2

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-47819 APN: 162-08-502-009

Name of Property Owner: N P Palace LLC

Name of Applicant: Palace Station Casino

Name of Representative: Keith Kochan

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: FRANK J. FERTITTA III

Subscribed and sworn before me

This 17 day of December, 2012

_____

Notary Public in and for said County and State

Clark, Nevada

GUADALUPE GENESTA
Notary Public State of Nevada
No. 95-0321-1
My appt. exp. Sept. 19, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: To allow a 50' flag pole where 40' is allowed.

Project Address (Location) 2411 W. Sahara Ave.

Project Name Palace Station Casino **Proposed Use** _____

Assessor's Parcel #(s) 162-08-502-009 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

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DEC 19 2012

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER N P Palace LLC **Contact** Scott Zucker
Address 1505 S. Pavilion Center Dr. **Phone:** _____ **Fax:** _____
City Las Vegas **State** Nevada **Zip** 89135
E-mail Address _____

APPLICANT Palace Station Casino **Contact** Scott Zucker
Address 2411 W. Sahara Ave. **Phone:** 786-3826 **Fax:** _____
City Las Vegas **State** NV **Zip** 89102
E-mail Address scott.zucker@stationcasinos.com

REPRESENTATIVE YESCO LLC **Contact** Keith Kochan
Address 5119 S. Cameron St. **Phone:** 348-8470 **Fax:** 944-4500
City Las Vegas **State** Nevada **Zip** 89118
E-mail Address KKochan@yesco.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name FRANK J. FERTITTA III

Subscribed and sworn before me

This 17 day of December, 2012.

_____
Notary Public in and for said County and State

Clark, Nevada

GUADALUPE GENESTA
Notary Public State of Nevada
No. 95-0321-1
My appt. exp. Sept. 19, 2015

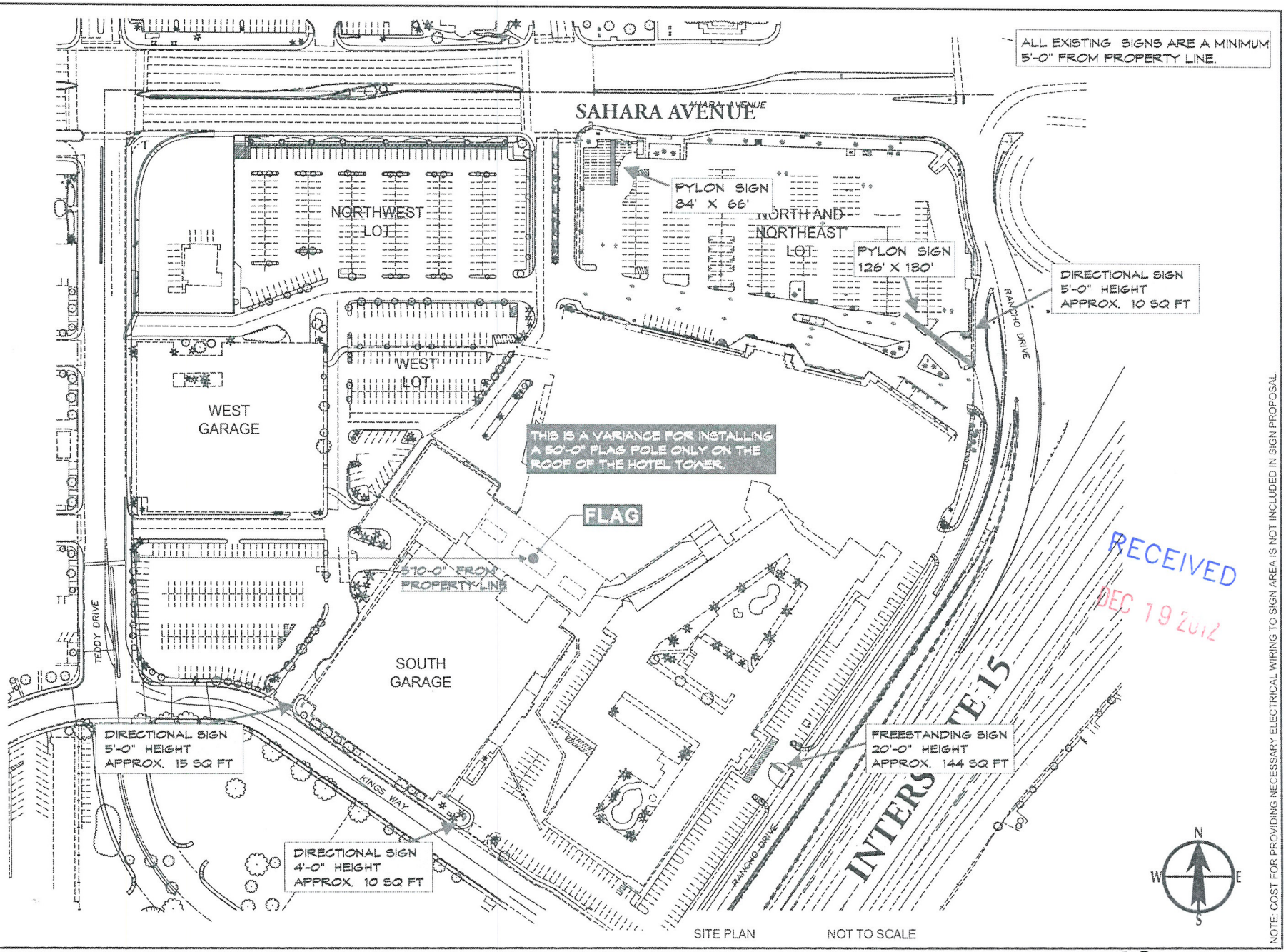
FOR DEPARTMENT USE ONLY

Case #	VAR-47819
Meeting Date:	12/19/2012
Total Fee:	830.00
Date Received:*	12/19/2012
Received By:	J. Cruz

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



SITE PLAN NOT TO SCALE

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL

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DEC 19 2012

VAR-47819

YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE (702) 876-6080
WWW.YESCO.COM
NV CONTRACTOR LICENSE #0074259 & #0074260

YESCO

Client Name & Address:
PALACE STATION HOTEL • CASINO
2411 W. SAHARA AVE.
LAS VEGAS, NV 89102

Project Tracking Number:
429313

Project Name:
PALACE STATION HOTEL•CASINO

Account Executive:
KEITH KOCHAN

Designer:
FABIAN RIVAS

Design Approvals

Checked by:

Creative Director:

Estimating:

Account Executive:

Client:

Rev. / Date / Designer
05/2/12 - FR

Description:
SITE PLAN

Classification:
SP-1

Reference Design:

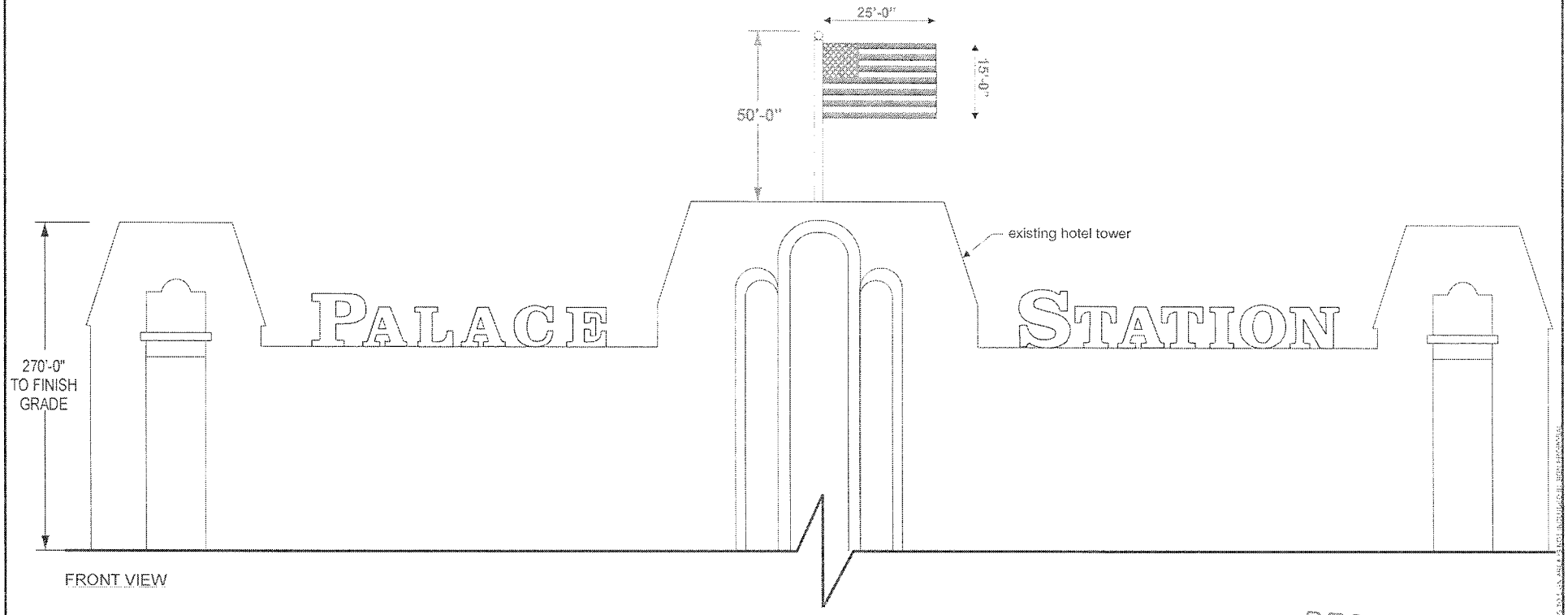
O.E.M. Serial:

Sheet:
1.0

UNITED STATES FLAG
TO BE INSTALLED ON TOP
OF THE HOTEL TOWER.

NOTES

1. INSTALL ONE (1) NEW 50'-0" FLAG POLE ON TOP OF EXISTING HOTEL TOWER. FLAG TO BE THE AMERICAN FLAG WITH DIMENSIONS OF 25' X 15'.



FRONT VIEW

FL-1 INSTALL NEW FLAG POLE
SCALE @ 1" = 30'-0" QTY = ONE (1) REQ'D

RECEIVED
DEC 19 2012

VAR-47819

YESCO LLC
LAS VEGAS DIVISION
5110 SO. CAMERON ST
LAS VEGAS, NV 89118
PHONE (702) 876-2000
WWW.YESCO.COM

YESCO

PALACE STATION
HOTEL • CASINO
2411 W. SAHARA AVE.
LAS VEGAS, NV 89102

Project Tracking Number
429313

Project Name
PALACE STATION
HOTEL-CASINO

Account Executive
KEITH
KOCHAN

Designer
FABIAN
RIVAS

Owner Approvals

Rev. Date / Designer
05/24/12 - FR

Description
SITE PLAN

Classification

O.E.M. Detail

Sheet
2.0

VAR-47819 – APPLICANT/OWNER: NP PALACE, LLC
2411 WEST SAHARA AVENUE

01/03/13

VAR-47819 – APPLICANT/OWNER: NP PALACE, LLC
2411 WEST SAHARA AVENUE

01/03/13

RECEIVED
DEC 19 2012

STATION CASINOS INC

November 14, 2012

Department of Planning and Development
City of Las Vegas
333 North Rancho Drive
Las Vegas, Nevada 89106

To Whom it May Concern:

For many years, an American Flag flew atop Palace Station and was a source of pride for the neighborhood, especially around Veteran's Day. Some months ago, the flag and flagpole were blown down and since that time, the neighbors in the community have expressed a desire to see the flag fly again.

Since the time the original flagpole was erected, City code has changed to state that flagpoles cannot exceed forty feet in height. A flagpole of that height on the rooftop of Palace Station would be shielded from public view.

While flying the American Flag is not essential to our business, it has been missed by the neighbors, and specifically by the Veterans. In order that we may install a new American Flag that can be seen again by the neighbors, we are requesting a variance to erect a flagpole that would be fifty feet in height.

Respectfully,

Scott Zucker
Project Director
Station Casinos

1505 S. Pavilion Center Dr. Las Vegas, Nevada 89135 Ph 495-3657 fax 495-3650

VAR-47819

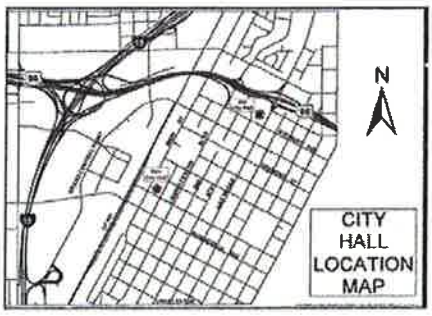
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-47819

Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 06 2013
City of Las Vegas
Dept. of Planning

Case: VAR-47819
16208511040
WHIPPLE MELVIN R TRUST
WHIPPLE MELVIN R TRS
2816 MERRITT AVE
LAS VEGAS NV 89102-6087 89102-6087

#25 P

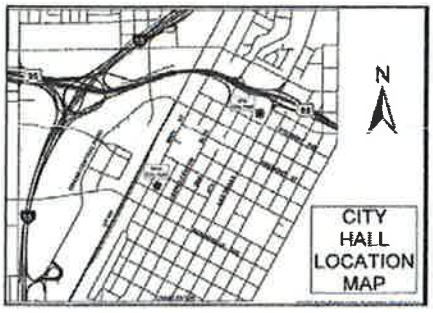
32 LRDFNMP 89102

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 JAN 31 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-47819

Planning Commission Meeting of 02/12/2013

RECEIVED
FEB 06 2013
City of Las Vegas
Dept. of Planning

Case: VAR-47819
16208511013
BURNS JUDITH T TRUST
BURNS JUDITH T TRS
2804 ALCOA AVE
LAS VEGAS NV 89102-6023 89102-6023

Submitted after final agenda

Date 2/12/13 Item #25

#25 P

32 LRDFNMP 89102

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 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.: **71.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 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.: **72.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 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