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.

NOTE: The regularly scheduled Las Vegas City Council meeting of Wednesday, July 4, 2012 is being cancelled due to the Fourth of July holiday.

May 16, 2012

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 GEORGE BALGAN, METROPOLITAN COMMUNITY CHURCH

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE EMPLOYEE OF THE MONTH

6. RECOGNITION OF HISTORIC PRESERVATION MONTH

7. RECOGNITION OF CUBAN-AMERICAN DAY

8. RECOGNITION OF THE GOLDEN TAPPERS

9. RECOGNITION OF THE MIRABELLI COMMUNITY CENTER GYMNASTICS TEAM

10. RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD WINNERS

11. RECOGNITION OF THE RELAY FOR LIFE ORGANIZATION

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

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

BUSINESS ITEMS

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Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

14. For possible action to approve the Final Minutes by reference of the regular City Council meeting of May 2, 2012

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

15. For possible action to approve an amendment to the agreement between the City of Las Vegas and the Nevada State Office of Energy to modify project terms and increase the grant amount by $91,440 for continuance of the marketing and incentive program for EnergyFit Nevada (formerly known as the Nevada Retrofit Initiative) of 2009 - All Wards

BUILDING AND SAFETY - CONSENT

16. For possible action to approve an encroachment request from Poggemeyer Design Group on behalf of First Good Shepherd Evangelical Church, owner (301 South Maryland Parkway) - Ward 3 (Coffin)

17. For possible action to approve an encroachment request from Taney Engineering on behalf of ESC Development, LLC, owner (1511 North Nellis Boulevard) - Ward 3 (Coffin)

18. For possible action to approve an encroachment request from Sal Sagev Hotel Co., Inc., owner (1 Fremont Street) - Ward 3 (Coffin)

19. For possible action to approve an encroachment request from Nevada By Design on behalf of Clark County School District, owner (315 South 7th Street) - Ward 3 (Coffin)

20. For possible action to approve a Sewer Connection agreement with Kenneth Martin, owner and Interlocal Contract with Clark County Water Reclamation District (2855 and 2867 North Jones Boulevard, APN 138-14-603-019 and -020) - County (near Ward 5-Barlow)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

21. For possible action to approve a Substantial Amendment to the FY 2011-2012 Annual Action Plan allowing an allocation of $126,267 Phase II Emergency Solutions Grant (ESG) funding to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

23. For possible action to approve award of Agreement No. 120146-TF, Prime Design Services Agreement for EOC Logistical Support Facility located at 7551 Sauer Drive - Department of Public Works - Award recommended to: WESTAR ARCHITECTURAL GROUP NEVADA, INC. ($208,165 - Fire Services Capital Projects Fund) - Ward 4 (Anthony)

24. For possible action to revise Purchase Order No. 300026 to increase the construction conflicts and contingency reserve amount for Bid No. 09.15341.26-TF, Las Vegas Museum of Organized Crime and Law Enforcement Fabrication located at 300 Stewart Avenue - Department of Public Works ($257,128.11 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

25. For possible action to approve award of Modification No. 6 to Contract No. 060266-DK for State Legislative Consulting Services - Office of Administrative Services - Award recommended to: OSTROVSKY AND ASSOCIATES ($139,000 - General Fund) - All Wards

26. For possible action to approve award of Agreement No. 120147-TF, Prime Design Services Agreement for Sewer Rehabilitation Group H for 88 manholes in Lake Mead Boulevard from Rancho Drive to Hills Center Drive and Hills Center Drive to Summerlin Parkway - Department of Public Works - Award Recommended to: BLACK & VEATCH CORPORATION ($775,000 - Sanitation Enterprise Fund) - Wards 1, 2, 4 and 5 (Tarkanian, Beers, Anthony and Barlow)

27. For possible action to approve Modification No. 2 to Contract No. 110174-PH, Outreach Coordinator for Nevada Retrofit Initiative – Office of Administrative Services - Award recommended to: PURDUE MARION AND ASSOCIATES CORPORATION ($31,000 - Multipurpose Special Revenue Fund)

28. For possible action to approve Modification No. 7 to Contract No. 070370-DK, Environmental Management Consulting Services in connection with the Symphony Park site construction activities, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. - Award recommended to: KLEINFELDER WEST, INC. ($70,000 - General Capital Projects Fund) - Ward 5 (Barlow)

29. For possible action to approve award of Contract No. 120032-PH, Licensing and Maintenance of Inform Public Sector (Hansen) Software Products - Department of Information Technologies - Award recommended to: INFOR GLOBAL SOLUTIONS, INC. ($310,000 - Computer Services Internal Service Fund)

30. For possible action to approve award of Modification No. 2 to Contract No. 070410-DK, Soil Transportation and Stockpile Management Services in connection with the Symphony Park Site construction activities, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. - Award recommended to: LAS VEGAS PAVING CORPORATION ($276,360 - General Capital Projects Fund) - Ward 5 (Barlow)

OPERATIONS AND MAINTENANCE - CONSENT

31. For possible action to approve a Temporary Right-of-Entry between the City of Las Vegas and the Clark County School District for the City to complete a restoration project as a part of the Safe Routes to Schools Project located at 4000 El Parque Avenue, also known as Vegas Verdes Elementary School - Ward 1 (Tarkanian)

PLANNING - BUSINESS LICENSING CONSENT

32. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership, FROM: United Sushi Corporation, TO: Bachi Burger, LLC dba Bachi Burger, 9410 West Sahara Avenue, Suite 150, Lorin Michael Watada, Mmbr, 50%, Ehren Keoni Watada, Mmbr, 50% - Ward 2 (Beers)

33. For possible action to approve a Change of Ownership for a Package License (Non-Operational), FROM: Smith's Food & Drug Centers, Inc., TO: Bells Market, LLC, dba Bells Market II, 515 East Oakey Boulevard, James Shoshani, Managing Mmbr, 100% JT, WROS, Naseem Shoshani, Mgr, 100% JT, WROS - Ward 3 (Coffin)

34. For possible action to approve a New Beer/Wine/Cooler On-Sale License, Las Pupusas Restaurant #5 dba Las Pupusas Restaurant #5, 7450 West Cheyenne Avenue, Suites 108 & 109, Luis Alfredo Martinez Mendoza, Owner, 100% - Ward 4 (Anthony)

35. For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership, FROM: Red Rock Properties, Inc., TO: Hoffdel, LLC, dba Time Out Sports Bar & Grill, 6138 West Charleston Boulevard, Frederick Joseph Hoffman III, Managing Mmbr, 51%, Joseph Michael Delefave, Managing Mmbr, 49% - Ward 1 (Tarkanian)

36. For possible action to approve a Change of Ownership for a Beer/Wine/Cooler Off-Sale License, FROM: City Express #5, LLC, TO: Smoke Ranch Enterprises, Inc., dba Smoke Ranch AM PM, 2401 North Jones Boulevard, Rapinder Chima, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

37. For possible action to approve a Restricted Gaming License, Smoke Ranch Enterprises, Inc., dba Smoke Ranch AM PM, 2401 North Jones Boulevard, Rapinder Chima, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

38. For possible action to approve a One Day Opening for a Non-Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company db at Moulin Rouge, 840 West Bonanza Road, Woodson Robert, VP - Ward 5 (Barlow)

39. For possible action to approve an Extension of a Temporary Locksmith and Safe Mechanic License, Carolyn Kay Braceda dba All Valley Lock & Key, 11305 Asilo Bianco Avenue, Carolyn Kay Braceda, Owner, 100% - Ward 2 (Beers)

40. For possible action to approve a Change of Ownership for a Martial Arts Instruction License, FROM: Will K. Lee, TO: World KM Taekwondo Las Vegas, Inc., dba World KM Taekwondo Las Vegas, Inc., 1780 North Buffalo Drive, Suite 105, Will Lee, Pres, 100% - Ward 1 (Tarkanian)

PUBLIC WORKS - CONSENT

41. For possible action to approve Amendment Number 2 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications (not to exceed $1,350 annually - Special Assessment Special Revenue Fund [SRF]) - All Wards

42. For possible action to approve a Supplemental Interlocal Contract No. 4 - 638d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and increase project funding in the amount of $432,000 for improvements associated with the city-wide maintenance, Fiscal Year 2011 Annual Restorations and Preservation projects (Public Works Capital Project Fund [CPF]) - All Wards

43. For possible action to approve Supplemental Interlocal Contract No. 6 - 439f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $1,500,000, extend the project completion date to June 30, 2013, and change the scope of the project for the design, right-of-way acquisition and construction of roadway improvements for the US-95 Horse Drive Interchange, Teepee Lane to Brent Lane - Ward 6 (Ross)

44. For possible action to approve Amendment No. 2 to the Cooperative (Local Public Agency) Agreement No. PR121-09-050 between the City of Las Vegas and the State of Nevada Department of Transportation (NDOT) to extend the termination date of the agreement for design and construction of Intelligent Transportation System (ITS) improvements on Rancho Drive from Sahara Avenue to Rainbow Boulevard - Wards 1, 5, and 6 (Tarkanian, Barlow, and Ross)

45. For possible action to approve a change in speed limit on Buffalo Drive between Whispering Sands Drive and Racel Street from 25 mph to 35 mph - Ward 6 (Ross)

46. For possible action to approve a change in speed limit on Grand Teton Drive between Buffalo Drive and Jones Boulevard from 25 mph to 35 mph - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

47. Report by Wells Fargo Bank regarding the outcome and success of the Wells Fargo initiative, NeighborhoodLIFT Program - All Wards

48. Discussion for possible action regarding a Disposition and Development Agreement between City Parkway V, Inc., and Boyer Las Vegas SNF, L.C., for the sale of approximately 2.69 acres of vacant land within the Las Vegas Technology Center generally located at North Tenaya Way and Cascade Valley Court - Ward 1 (Tarkanian)

49. Discussion for possible action to approve the grant agreement that designates the court filing fees to the Southern Nevada Senior Law Program - All Wards [NOTE: This item is related to Item 50, Item 55 (R-38-2012), Item 56 (R-39-2012) and Item 57 (R-40-2012)]

50. Discussion for possible action to approve the Edward Byrne Memorial Justice Assistance Grant agreement that designates $235,000 to the Southern Nevada Senior Law Program - All Wards [NOTE: This item is related to Item 49, Item 55 (R-38-2012), Item 56 (R-39-2012) and Item 57 (R-40-2012)]

CITY ATTORNEY - DISCUSSION

51. Discussion for possible action to approve settlement in City of Las Vegas v. Maro Burunsuzyan regarding condemnation of parcels for the Casino Center/Third Street Realignment Project ($325,000 - Regional Transportation Commission Fund) - Ward 3 (Coffin)

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - DISCUSSION

52. Discussion for possible action to rename the park currently known as Doolittle Park to Kianga Isoke Palacio Park at Doolittle located at 951 West Lake Mead Boulevard and replace one sign in the amount of $3,500 (General Fund) - Ward 5 (Barlow)

53. Discussion for possible action to rename the park currently known as Freedom Park to Gary Reese Freedom Park located at 850 North Mojave Road and to replace three signs in the amount of $9,500 (General Fund) - Ward 3 (Coffin)

PLANNING - BUSINESS LICENSING DISCUSSION

54. Discussion for possible action regarding an Appeal of a Work Card Denial for Jeffrey S. Manning db at 7 Eleven Food Store 27607, 600 North Las Vegas Boulevard - Ward 5 (Barlow)

RESOLUTIONS - DISCUSSION

55. R-38-2012 - Discussion for possible action regarding a Resolution supporting dissolving the Senior Citizens Advisory Board - All Wards [NOTE: This item is related to Item 49, Item 50, Item 56 (R-39-2012) and Item 57 (R-40-2012)]

56. R-39-2012 - Discussion for possible action regarding a Resolution supporting authorizing the donation of computer hardware and office furniture to the non-profit Southern Nevada Senior Law Program - All Wards [NOTE: This item is related to Item 49, Item 50, Item 55 (R-38-2012) and Item 57 (R-40-2012)]

57. R-40-2012 - Discussion for possible action to approve a Resolution supporting authorizing the donation of $200,000 (General Fund) to the non-profit Southern Nevada Senior Law Program - All Wards [NOTE: This item is related to Item 49, Item 50, Item 55 (R-38-2012) and Item 56 (R-39-2012)]

BOARDS & COMMISSIONS - DISCUSSION

58. ABEYANCE ITEM - For Possible Action - TRAFFIC AND PARKING COMMISSION - Martin Esbin, Term Expiration 2-21-2012

59. Discussion for possible action regarding member appointments to the Board of Appeals for the City of Las Vegas Building Official or Fire Marshal

60. Discussion for possible action regarding replacement appointments to the Commission for the Las Vegas Centennial

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

61. Bill No. Z-2012-1 - For Possible Action - Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council. Proposed by: Flinn Fagg, Director of Planning

62. Bill No. 2012-20 - For Possible Action - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2013) Proposed by: Jorge Cervantes, Director of Public Works

63. Bill No. 2012-21- For Possible Action - Levies Assessment for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Proposed by: Jorge Cervantes, Director of Public Works

64. Bill No. 2012-22 - For Possible Action - Updates the licensing regulations and fees applicable to apartment houses, and clarifies zoning requirements pertaining to the conversion of multi-family/apartment developments to co-op status. (TXT-41987) Proposed by: Flinn Fagg, Director of Planning

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

66. 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

67. Public Hearing on local improvement district for Special Improvement District No. 1514 - Ann Road and Cimarron Road (West of Leggett Road) - Ward 6 (Ross)

68. Public Hearing on local improvement district for Special Improvement District No. 1519 - Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) - Wards 1 and 3 (Tarkanian and Coffin)

69. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3113 Alcoa Avenue for fees in the amount of $2,249 (General Fund) and assess a maximum of $19,500 in daily and failed inspection civil penalties for a total of $21,749. PROPERTY OWNER: KEITH L & MARVIS F FULTON - Ward 1 (Tarkanian)

70. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5308 Del Rey Avenue for fees in the amount of $2,163.50 (General Fund) and assess a maximum of $19,500 in daily and failed inspection civil penalties for a total of $21,663.50. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O STANFIELD FAMILY TRUST - Ward 1 (Tarkanian)

71. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 221 Samantha Street for fees in the amount of $2,203 (General Fund) and assess a maximum of $19,500 in daily and failed inspection civil penalties for a total of $21,703. PROPERTY OWNER: OPAL SPENCER - Ward 3 (Coffin)

72. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,346.75 in out of pocket costs, $1,950 in failed inspection civil penalties and $31,550 in daily civil penalties for a total of $35,846.75 recorded against the property located at 1737 Canosa Avenue. PROPERTY OWNER: FANNIE MAE - Ward 3 (Coffin)

73. Hearing for possible action to consider the appeal regarding the Nuisance Notice and Order to comply for the property located at 2301 Palomino Lane. PROPERTY OWNERS: LESLIE MARK & SARAH S. STOVALL - Ward 1 (Tarkanian)

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

74. SUP-43987 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CIMA MIZRACHI - OWNER: KING GEORGE, LLC - For possible action on an Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED SECONDHAND DEALER at 1200 East Charleston Boulevard and 1125 South Maryland Parkway (APNs 162-02-110-015 and 018), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

75. SDR-44449 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: CIM/LL LAS VEGAS, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL - For possible action on a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-37946) FOR PROPOSED FACADE IMPROVEMENTS, AN EXPANSION OF A PORTE COCHERE, AND A REDUCTION IN SURFACE PARKING on 3.94 acres at 206 North 3rd Street, 220 North 4th Street and 221 North 3rd Street (APNs 139-34-501-009; 139-34-510-019 and 139-34-514-007 through 009), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

76. GPA-44653 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: JOSE GARCIA - For possible action on a request for a General Plan Amendment FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.20 acres at 2041 Ballard Drive (APN 162-02-514-009), Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend DENIAL. NOTE: THIS ITEM WILL BE STRICKEN AND REHEARD BY PLANNING COMMISSION

77. ZON-44654 - REZONING RELATED TO GPA-44653 - PUBLIC HEARING - APPLICANT/OWNER: JOSE GARCIA - For possible action on a request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-O (PROFESSIONAL OFFICE) on 0.20 acres at 2041 Ballard Drive (APN 162-02-514-009), Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend DENIAL. NOTE: THIS ITEM WILL BE STRICKEN AND REHEARD BY PLANNING COMMISSION

78. VAR-44656 - VARIANCE RELATED TO GPA-44653 AND ZON-44654 - PUBLIC HEARING - APPLICANT/OWNER: JOSE GARCIA - For possible action on a request for a Variance TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED AND TO ALLOW A THREE-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY REQUIRES FIVE FEET ALONG THE WEST PROPERTY LINE on 0.20 acres at 2041 Ballard Drive (APN 162-02-514-009), Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend DENIAL. NOTE: THIS ITEM WILL BE STRICKEN AND REHEARD BY PLANNING COMMISSION

79. SDR-44655 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-44653, ZON-44654 AND VAR-44656 - PUBLIC HEARING - APPLICANT/OWNER: JOSE GARCIA - For possible action on a request for a Site Development Plan Review FOR THE CONVERSION OF A SINGLE FAMILY RESIDENCE INTO A 1,750 SQUARE-FOOT OFFICE BUILDING WITH A WAIVER TO ALLOW A PERIMETER LANDSCAPE BUFFER WIDTH OF ZERO FEET ALONG A PORTION OF THE WEST PERIMETER WHERE FIVE FEET IS REQUIRED AND TO ALLOW EIGHT FEET ON THE NORTH PERIMETER WHERE 15 FEET IS REQUIRED AND A CORRESPONDING REQUEST FOR ENCROACHMENT INTO THE BALLARD DRIVE PUBLIC RIGHT OF WAY on 0.20 acres at 2041 Ballard Drive (APN 162-02-514-009), Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend DENIAL. NOTE: THIS ITEM WILL BE STRICKEN AND REHEARD BY PLANNING COMMISSION

80. MOD-44703 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT: GIZA DEVELOPMENT - OWNER: ROHANI-NAJMI TRUST - For possible action on a request for a Major Modification of the Montecito Town Center Development Agreement TO ADD 1.99 ACRES TO THE OVERALL PLAN UNDER THE MIXED USE COMMERCIAL SPECIAL LAND USE DESIGNATION at the northeast corner of Riley Street and Clark County 215 (APN 125-20-803-002), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

81. SUP-44701 - SPECIAL USE PERMIT RELATED TO MOD-44703 - PUBLIC HEARING - APPLICANT: GIZA DEVELOPMENT - OWNER: DELAWARE 118, LLC, ET AL - For possible action on a request for a Special Use Permit FOR A CONGREGATE CARE FACILITY at the southeast corner of Riley Street and Rome Boulevard (APNs 125-20-810-001 and 125-20-803-002), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

82. SDR-44700 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-44703 AND SUP-44701 - PUBLIC HEARING - APPLICANT: GIZA DEVELOPMENT - OWNER: DELAWARE 118, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED SINGLE-STORY, 70,539 SQUARE-FOOT CONGREGATE CARE FACILITY WITH 60 CONVALESCENT CARE BEDS AND 34 ASSISTED LIVING UNITS WITH WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS TO ALLOW NONE OF THE BUILDING TO BE BUILT TO THE FRONT SETBACK LINE WHERE A MINIMUM OF 80 PERCENT IS REQUIRED AND A ZERO-FOOT CORNER SIDE YARD SETBACK WHERE 15 FEET IS REQUIRED; A WAIVER OF MONTECITO TOWN CENTER DEVELOPMENT STANDARDS TO ALLOW A SERVICE AREA TO BE LOCATED WITHIN PUBLIC VIEW AND WITHOUT SCREENING WHERE SUCH IS NOT ALLOWED; AND A CORRESPONDING REQUEST FOR ENCROACHMENT INTO THE ROME BOULEVARD AND RILEY STREET PUBLIC RIGHTS-OF-WAY on 3.99 acres at the southeast corner of Riley Street and Rome Boulevard (APNs 125-20-810-001 and 125-20-803-002), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

83. VAR-44710 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: EVAPS, LLC - For possible action on a request for a Variance TO ALLOW 100 PARKING SPACES WHERE 156 SPACES ARE REQUIRED on 0.65 acres at 400 South 7th Street (APN 139-34-701-009), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

84. SDR-44708 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-44710 - PUBLIC HEARING - APPLICANT/OWNER: EVAPS, LLC - For possible action on a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-39121) TO ELIMINATE ONE SUBTERRANEAN LEVEL OF REQUIRED PARKING AND ONE STORY OF OFFICE SPACE on 0.65 acres at 400 South 7th Street (APN 139-34-701-009), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

85. SUP-43979 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LAMAR KRUITBOSCH - OWNER: MELISSA F. MAXWELL - For possible action on a request for a Special Use Permit FOR A PROPOSED BAILBOND SERVICE USE at 1110 East Bonneville Avenue (APN 139-34-813-012), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (5-1 vote) and Staff recommend APPROVAL.

86. SUP-44658 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SAM E. HAMIKA - OWNER: DI PROPERTIES, INC. - For possible action on a request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN A PROPOSED 1,440 SQUARE-FOOT CONVENIENCE STORE at 3020 East Bonanza Road, Suite #150 (APN 139-25-405-009), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

87. SUP-44662 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SRL FELINE FOUNDATION - OWNER: ROGER JUSSEAUME - For possible action on a request for a Special Use Permit FOR A PROPOSED THRIFTSHOP, NONPROFIT WITHIN AN EXISTING BUILDING at 1431 East Charleston Boulevard, Suites #17 and #19 (APN 139-35-401-004), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

88. SUP-44663 - SPECIAL USE PERMIT RELATED TO SUP-44662 - PUBLIC HEARING - APPLICANT: SRL FELINE FOUNDATION - OWNER: ROGER JUSSEAUME - For possible action on a request for a Special Use Permit FOR A PROPOSED ANIMAL HOSPITAL, CLINIC OR SHELTER WITH NO OUTSIDE PENS WITHIN AN EXISTING BUILDING at 1431 East Charleston Boulevard, Suites #17 and #19 (APN 139-35-401-004), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

89. SUP-44681 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DOLGEN MIDWEST, LLC - OWNER: B. LANCE MILLER & MARIANNE MILLER, ET AL - For possible action on a request for a Special Use Permit FOR A 17 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN A PROPOSED 19,676 GROCERY STORE at 3700 East Charleston Boulevard, Suite #120 (APN 140-31-401-036), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

90. EOT-44961 - EXTENSION OF TIME - NON-CONFORMING - PUBLIC HEARING - APPLICANT/OWNER: C&W PROPERTIES, LLC - For possible action on a request for an Extension of Time FOR A NON-CONFORMING TAVERN located at 6138-6144 West Charleston Boulevard (APN 138-35-806-001), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

SET DATE

91. 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

92. 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

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

****

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall, 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: MAY 16, 2012

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

SUBJECT:
INVOCATION – REVEREND GEORGE BALGAN, METROPOLITAN COMMUNITY CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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: MAY 16, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF HISTORIC PRESERVATION MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CUBAN-AMERICAN DAY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE GOLDEN TAPPERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE MIRABELLI COMMUNITY CENTER GYMNASTICS TEAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE RELAY FOR LIFE ORGANIZATION

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

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

City of Las Vegas

Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

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 May 2, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: May 16, 2012

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

SUBJECT:

For possible action to approve an amendment to the agreement between the City of Las Vegas and the Nevada State Office of Energy to modify project terms and increase the grant amount by $91,440 for continuance of the marketing and incentive program for EnergyFit Nevada (formerly known as the Nevada Retrofit Initiative) of 2009 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:

On February 16, 2011, City Council accepted a grant award from the Nevada State Office of Energy (NSOE) in the amount of $500,000. This item is to amend that grant award and accept an additional $91,440 in grant money from the Nevada State Office of Energy. Funds for this amendment will be for marketing and additional incentive funds for homeowners to pursue energy assessments and efficiency upgrades. The project is also in line with meeting the goals of the City of Las Vegas' Green Building Resolution (R-81-2006) and Sustainable Energy Strategy (R-50-2008).

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. City of Las Vegas Subcontract Amendment and Notice of Grant Award Amendment
2. Financial Assurances and Program Assurances

CITY OF LAS VEGAS SUBCONTRACT AMENDMENT

Original award amount is $500,000

PRIME RECIPIENT:	Nevada State Office of Energy
AWARD NUMBER:	DE-0000687

SUBCONTRACTOR / SUBGRANTEE NAME:	City of Las Vegas
DUNS NUMBER:	030381610
SUBCONTRACT / SUBGRANT AMOUNT:	$91,440

ACTIVITY TITLE(S):	City of Las Vegas Marketing and Incentive Program for Energy Fit Nevada

STATEMENT OF WORK :

To help market and reach additional potential homeowners, contractors, and partners at special events, community events, trade shows or conventions, funds totaling $41,440 will be sub-granted to the City of Las Vegas to be used for a booth and necessary components, such as displays, banners, and/or graphics. Funds will also be used to print and/or purchase publicity materials specific to the project and home performance contracting, energy efficiency, or energy conservation. The booth will be utilized at events as needed in Northern and Southern Nevada, and potentially nationwide, with the goal of establishing a mobile venue to give the City and program partners a tool to provide education and outreach to the general public. Total cost is estimated at $41,440.

Funds totaling $50,000 are to be sub-granted to the City of Las Vegas to provide homeowners with financial incentives to pursue energy-efficiency upgrades. This is to be accomplished through such mechanisms as (1) defraying the homeowners' costs of obtaining certified energy audits. The certified energy audit qualifies a homeowner to participate in a 20% energy reduction program, funded by a related DOE grant, to encourage homeowner investment in energy-saving upgrades; or (2) assisting homeowners who participate in the 20% energy reduction program to perform additional upgrades which result in 30% or more in energy savings for their residence. The funds would be used to partially compensate homeowners for the increased costs of upgrades to achieve this higher level of energy savings.

RECIPIENT ADDRESS:	495 South main Street., Las Vegas, NV 89101

AMENDMENT

The Office of the Governor

NEVADA STATE OFFICE OF ENERGY

755 N. Roop St., Suite 202
CARSON CITY, NEVADA 89701

NOTICE OF GRANT AWARD

PROJECT NUMBER: DE-EE0004471
FUNDING SOURCE: 2010 SEP Competitive

SUBRECIPIENT NAME/ADDRESS:

City of Las Vegas
400 Stewart Street
Las Vegas, NV 89101

PROJECT NAME:
Energy Fit Nevada
formerly known as Nevada Home Energy Fitness Campaign (81.041)

PROJECT MANAGER/TELEPHONE:
Tom Perrigo (702) 229-2127

ENERGY OFFICE PROGRAM MANAGER:
Kevin Hill

TYPE OF ACTION: Grant

ORIGINAL GRANT AWARD: $500,000
AMOUNT OF THIS ACTION: $91,440

PROJECT PERIOD: 01/26/2011 to 12/30/2013

MATCH PLEDGED $00.00

PROJECT ADDRESS:
495 South Main Street
Las Vegas, NV 89101

FISCAL MANAGER/TELEPHONE:
Tom Perrigo (702) 229-2127

TELEPHONE:
(775) 687-1850 ext 7357

IN ACCEPTING THESE FUNDS, IT IS UNDERSTOOD THAT:

1. EXPENDITURES ARE TO BE IN COMPLIANCE WITH APPROPRIATE STATE AND FEDERAL REGULATIONS

2. A CERTIFICATION LETTER MUST BE ON FILE WITH THE ENERGY OFFICE BEFORE ANY FUNDS ARE RELEASED

3. THIS AWARD IS SUBJECT TO AVAILABILITY OF APPROPRIATE FUNDS

4. RECIPIENT OF THESE FUNDS AGREES TO ANY ADDITIONAL REQUIREMENTS ATTACHED TO THIS NOTICE OF GRANT AWARD, INCLUDING:
   A) FINANCIAL ASSURANCES, and B) PROGRAM ASSURANCES

NAME OF ENERGY OFFICE OFFICIAL: Kevin Hill

SIGNATURE: _____ DATE: 4-19-12

TYPED NAME & TITLE OF SUBRECIPIENT OFFICIAL: _____

SIGNATURE: _____ DATE: _____

APPROVED AS TO FORM

T. Ponticello 5/1/12

Teresita L. Ponticello Date
Chief Deputy City Attorney

NEVADA STATE OFFICE OF ENERGY

FINANCIAL ASSURANCES

1. A Financial Status Report and Request for Funds ("FSR") shall be submitted no more frequently than monthly and no less frequently than quarterly. Quarterly FSRs must be submitted by the 15th of the month following the end of the reporting calendar quarter. FSRs may be submitted on a frequency basis not to exceed more often than monthly, to request an advance of grant funds for expenses to be incurred within the next 30 days only.

2. Grantee/Subgrantee must obtain written approval from NSOE before transferring over 10 percent of any budget category amount to one or more other cost categories.

3. A final Financial Status Report must be submitted within 30 days following the end of the project period. This FSR must report expenditure of all match funds proposed by the grantee.

4. Grantee/Subgrantee certifies that it will follow the procurement standards of 10 CFR Part 600.436 (1036).

5. All project expenditures are to be reasonable, allocable, and allowable as determined by OMB Circular A-87, A-21, or A-122, whichever applies to your organization.

6. All project expenditures are to be made in accordance with specific categories as they appear in the approved budget. Budget revisions must be made on Nevada State Office of Energy (NSOE) or other appropriate forms as the NSOE program manager advises.

7. Records must be maintained which adequately identify grant receipts and expenditures. These records will be made available to NSOE or their designated agency upon request.

8. Grantees/subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-133.

9. If required by per #8 above, grantee/subgrantee will send NSOE a copy of the annual audit, which includes the Schedule of Federal Financial Assistance, Auditor's Findings/Recommendations, and agency responses within 30 days of completion of the audit.

10. Requests for technical assistance, forms or copies of applicable regulations should be made to:

    Stephanie Brooks
    Nevada State Office of Energy
    755 N. Roop St., Suite 202
    Carson City, NV 89701
    Telephone: (775) 687-1850 x 7319
    Email: brookss@energy.nv.gov

Signature_____ Date_____

Grantee/Subgrantee Authorized Official

Version 11/1/02

APPROVED AS TO FORM
J. Ponticello 5/1/12
Teresita L. Ponticello Date
Chief Deputy City Attorney

NEVADA STATE OFFICE OF ENERGY

PROGRAM ASSURANCES

1. Grantee/Subgrantee agrees to provide written quarterly status reports of the progress of this project, including report of cost-share (cash or in-kind) expenditures by grantee/subgrantee or its subrecipient. Reports are due by the 15th of the following month after the end of each calendar quarter.

2. The "U.S. Department of Energy, State Energy Program (SEP), administered by the Nevada State Office of Energy" shall be given appropriate credit as the funding source in any publicity or reports (written or oral) concerning this project.

3. If this grant funds any form of written or visual materials that identifies NSOE, the materials shall be sent to this office for review and comment prior to publication.

4. Either party retains the right to terminate this grant for any reason at anytime before completion of the program with 30-days written notice to other party.

5. This Notice of Grant Award shall be construed and interpreted according to the laws of the State of Nevada.

6. The Grantee/Subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without the prior written consent of NSOE.

7. Indemnification by Grantee/Subgrantee. To the extent authorized by law, and subject to and without waiving the limitations of liability set forth in NRS Chapter 41, the grantee/subgrantee agrees to indemnify and save and hold the State, its agents, and employees harmless from any and all claims, causes of action or liability arising from the acts or ommissions of the grantee or grantee's agents or employees under this agreement.

8. Grantee/Subgrantee certifies that it will not utilize services of any individual or firm on the DOE debarred/suspended list, 10 CFR Part 600.435 Government wide Debarment and Suspension (Non-Procurement).

9. Grantee/Subgrantee certifies that the grant funds will supplement, and not supplant, funds otherwise available for this project under state or federal law.

10. Grantee/Subgrantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Americans With Disabilities Act, 42 U.S.C. 12101 et seq (1990), the Drug Free Workplace Act of 1988 (P.L. 100-690, title V, subtitle D) and all requirements imposed by or pursuant to those laws.

Signature_____ Date_____

Grantee/Subgrantee Authorized Official

APPROVED AS TO FORM

J. Ponticello 5/1/12

Teresita L. Ponticello Date

Chief Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve an encroachment request from Poggemeyer Design Group on behalf of First Good Shepherd Evangelical Church, owner (301 South Maryland Parkway) - Ward 3 (Coffin)

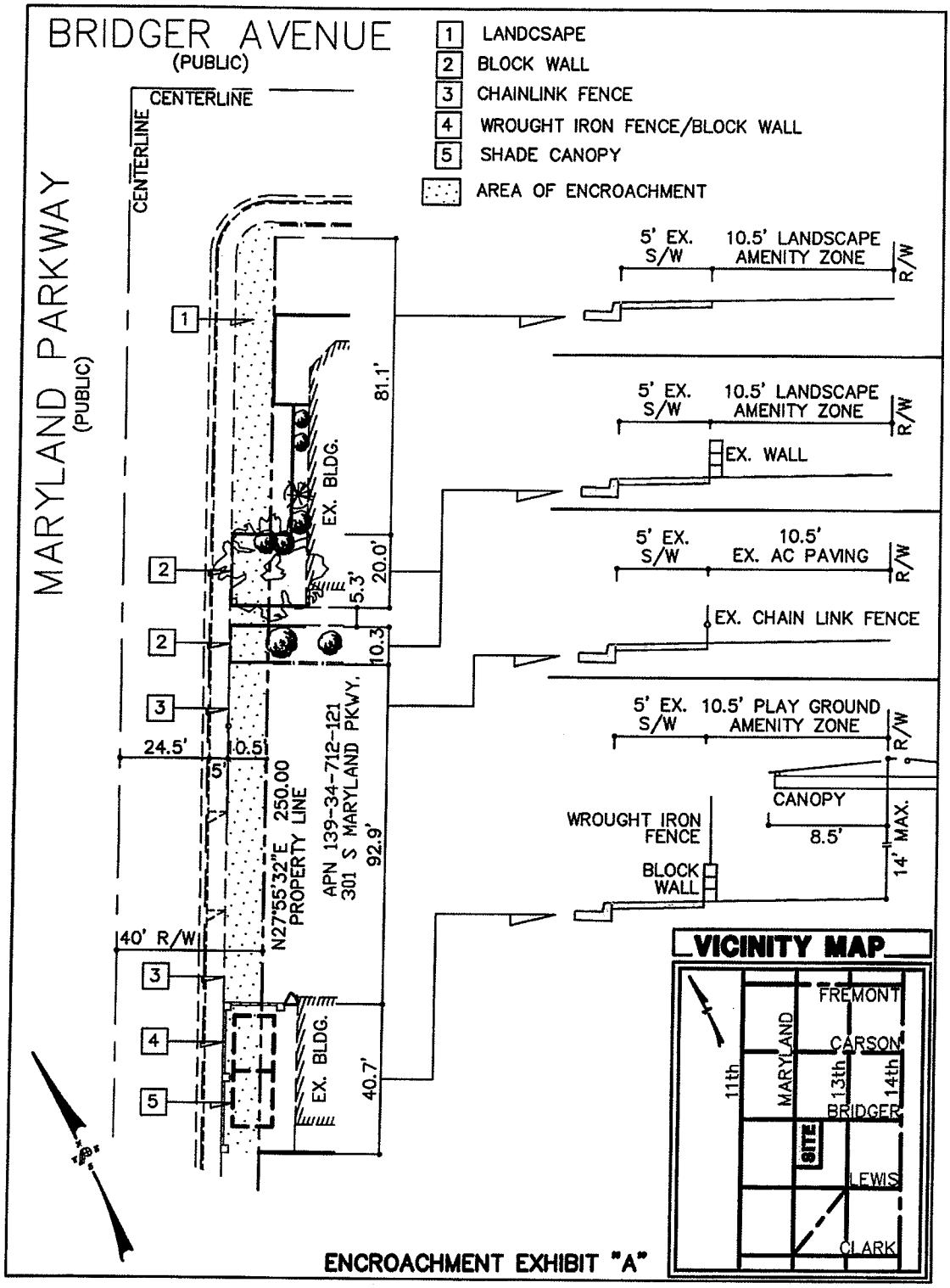
Fiscal Impact

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

PURPOSE/BACKGROUND:
This request consists of landscape, a block wall, chainlink fence, wrought iron fence with a block wall, and a shade canopy to be located on the east side of the property. The area of encroachment is approximately 240 feet by 5 feet.

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


BRIDGER AVENUE
(PUBLIC)
CENTERLINE
MARYLAND PARKWAY
(PUBLIC)
CENTERLINE
1 LANDCSAPE
2 BLOCK WALL
3 CHAINLINK FENCE
4 WROUGHT IRON FENCE/BLOCK WALL
5 SHADE CANOPY
AREA OF ENCROACHMENT
5' EX. S/W
10.5' LANDSCAPE AMENITY ZONE
R/W
EX. WALL
10.5' EX. AC PAVING
EX. CHAIN LINK FENCE
10.5' PLAY GROUND AMENITY ZONE
CANOPY
8.5'
14' MAX.
WROUGHT IRON FENCE
BLOCK WALL
81.1'
EX. BLDG.
20.0'
5.3'
10.3'
24.5'
0.5'
5'
N27°55'32"E 250.00
PROPERTY LINE
APN 139-34-712-121
301 S MARYLAND PKWY,
92.9'
40' R/W
40.7'
EX. BLDG.
VICINITY MAP
FREMONT
CARSON
MARYLAND
11th
13th
14th
BRIDGER
SITE
LEWIS
CLARK
ENCROACHMENT EXHIBIT "A"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve an encroachment request from Taney Engineering on behalf of ESC Development, LLC, owner (1511 North Nellis Boulevard) - Ward 3 (Coffin)

Fiscal Impact

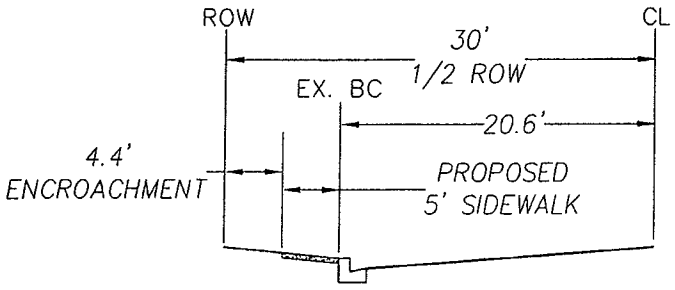
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

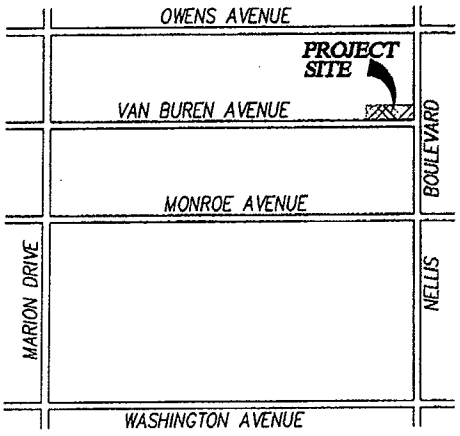
PURPOSE/BACKGROUND:
This request is for landscaping located along the south side of the property adjacent to the sidewalk on Nellis Boulevard. The landscaping is approximately 886 square feet and shall consist of trees, shrubs, ground cover and an irrigation system.

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

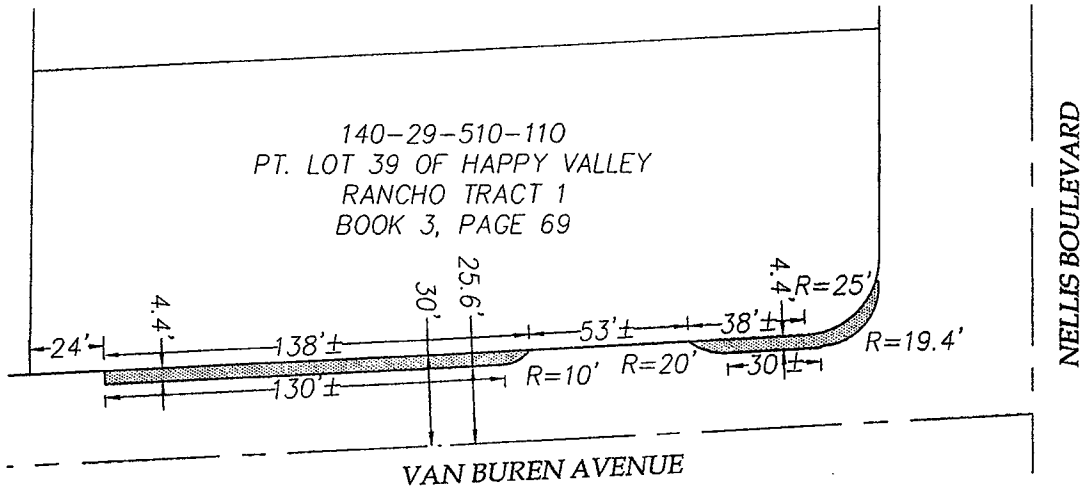
BACKUP DOCUMENTATION:
Exhibit

ENCROACHMENT EXHIBIT





NORTH
SCALE 1"=60'



ENCROACHMENT AREAS

TANEY ENGINEERING
6030 S. JONES BLVD. #100
LAS VEGAS, NV 89118
(702) 362-8844 FAX:(702) 362-5233

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve an encroachment request from Sal Sagev Hotel Co., Inc., owner (1 Fremont Street) - Ward 3 (Coffin)

Fiscal Impact

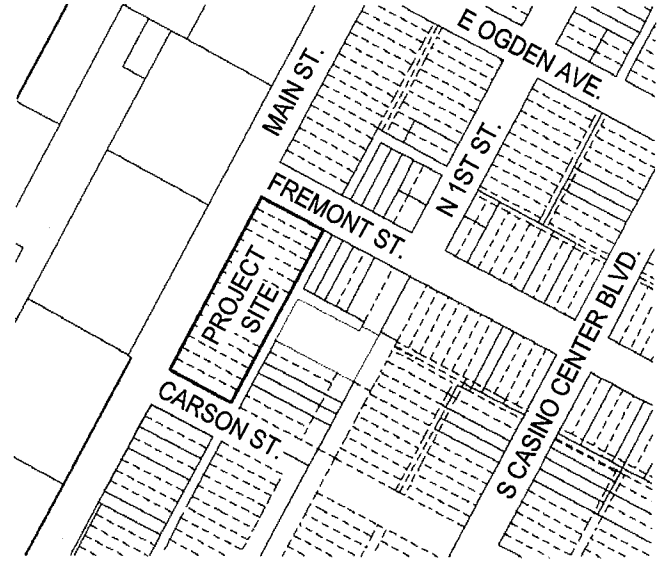
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for two canopies and landscaping. An existing canopy is located approximately 10 feet above the ground on the east side of the building, continues north around the building for approximately 140 feet and west for approximately 90 feet. From the bottom of the canopy the sign will rise an additional 45 feet. The proposed second canopy will be located approximately 15 feet above the ground, 200 feet south east of the Fremont Street property line and protrude approximately 3 feet into the public right of way. The landscaping adjacent to the property along Main Street will extend approximately 12 feet into the public right of way and shall consist of five palm trees and an irrigation system.

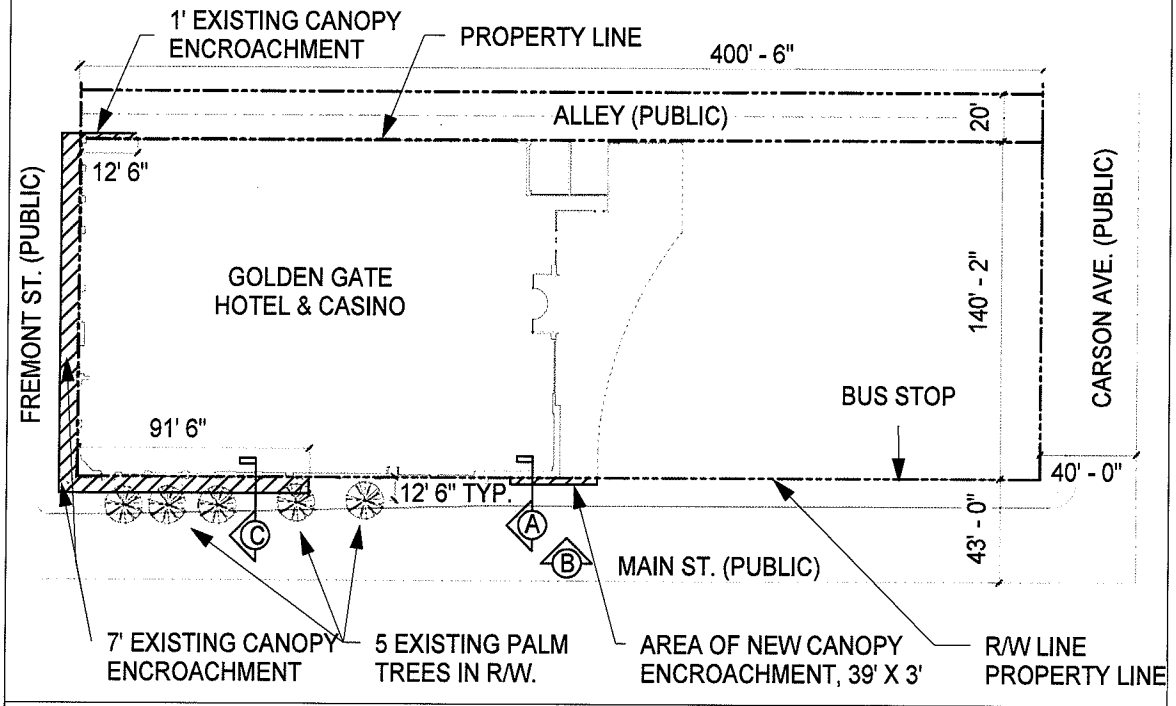
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Exhibit

EXHIBIT 01	**Gensler** *of Nevada*
GOLDEN GATE HOTEL & CASINO, 1 FREMONT ST., LV 89101	CANOPY ENCROACHMENT
DRAWN BY: VMN	2/9/2012 11:26:33 AM



VICINITY MAP



3883 Howard Hughes, Suite 650, *Las Vegas* Tel:702.893.2800 Fax:702.893.2805

EXHIBIT 02

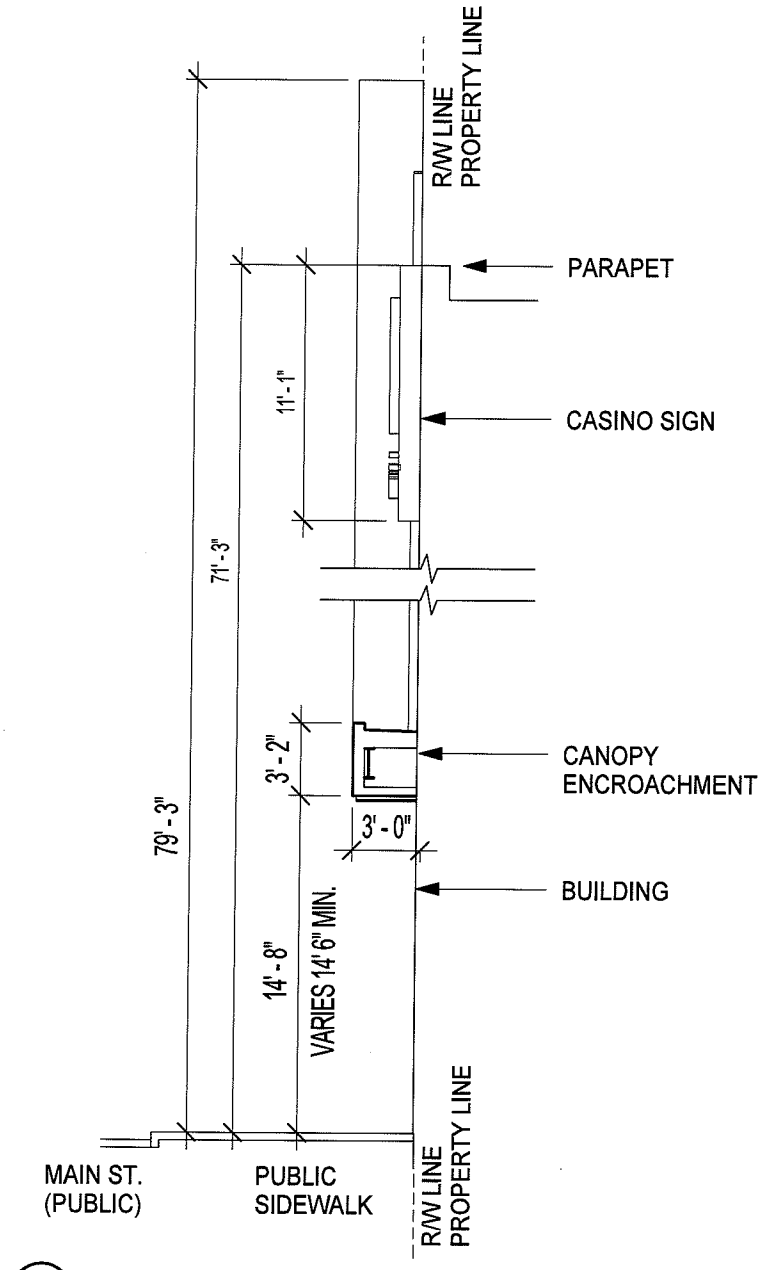
Gensler *of Nevada*

GOLDEN GATE HOTEL & CASINO, 1 FREMONT ST., LV 89101

CANOPY ENCROACHMENT

DRAWN BY: VMN

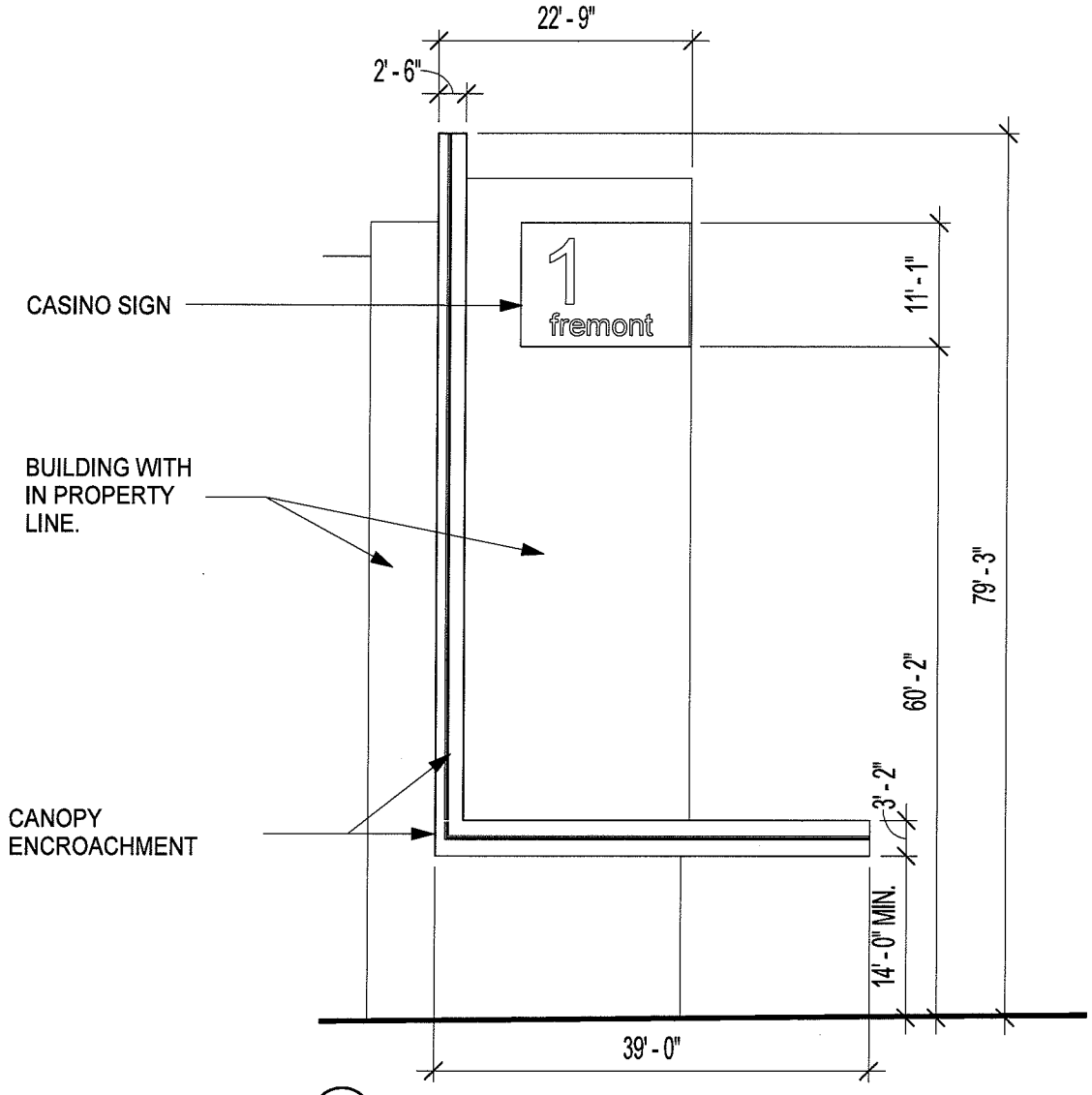
2/9/2012 11:26:33 AM



A SECTION THROUGH FACADE

3883 Howard Hughes, Suite 650, *Las Vegas* Tel:702.893.2800 Fax:702.893.2805

EXHIBIT 03	**Gensler** *of Nevada*
GOLDEN GATE HOTEL & CASINO, 1 FREMONT ST., LV 89101	CANOPY ENCROACHMENT
DRAWN BY: VMN	2/9/2012 11:26:33 AM



B ELEVATION OF CANOPY ENCROACHMENT

3883 Howard Hughes, Suite 650, *Las Vegas* Tel:702.893.2800 Fax:702.893.2805

EXHIBIT 04	**Gensler** *of Nevada*
GOLDEN GATE HOTEL & CASINO, 1 FREMONT ST., LV 89101	CANOPY ENCROACHMENT
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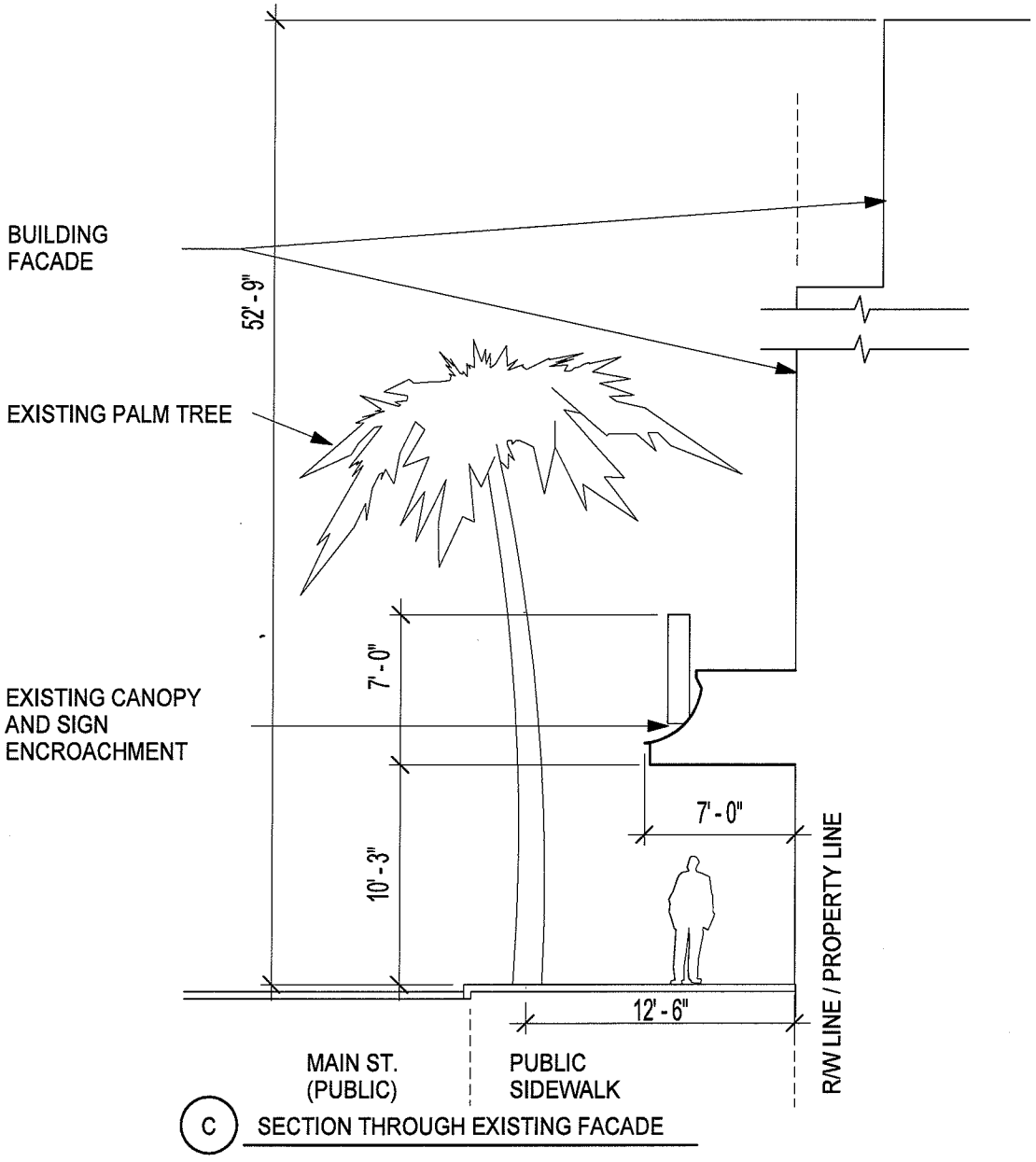


C SECTION THROUGH EXISTING FACADE

3883 Howard Hughes, Suite 650, *Las Vegas* Tel:702.893.2800 Fax:702.893.2805

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve an encroachment request from Nevada By Design on behalf of Clark County School District, owner (315 South 7th Street) - Ward 3 (Coffin)

Fiscal Impact

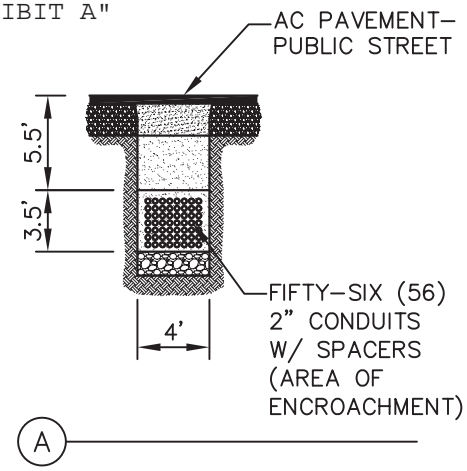
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

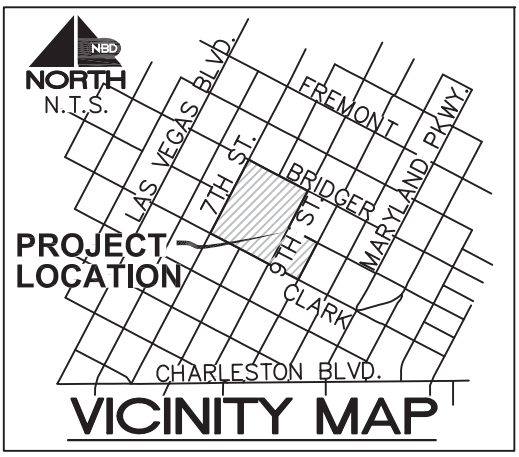
PURPOSE/BACKGROUND:
This request is for fifty-six 2-inch conduits that encroaches within 9th Street. The conduit run takes up an area of approximately 3-1/2 feet by 4 feet and will include conduits for the fire alarm, CCTV, telephone, Clock/Intercom, EMS, and data for the existing school buildings. The conduit run will be located in 9th Street approximately 5-1/2 feet below the AC pavement.

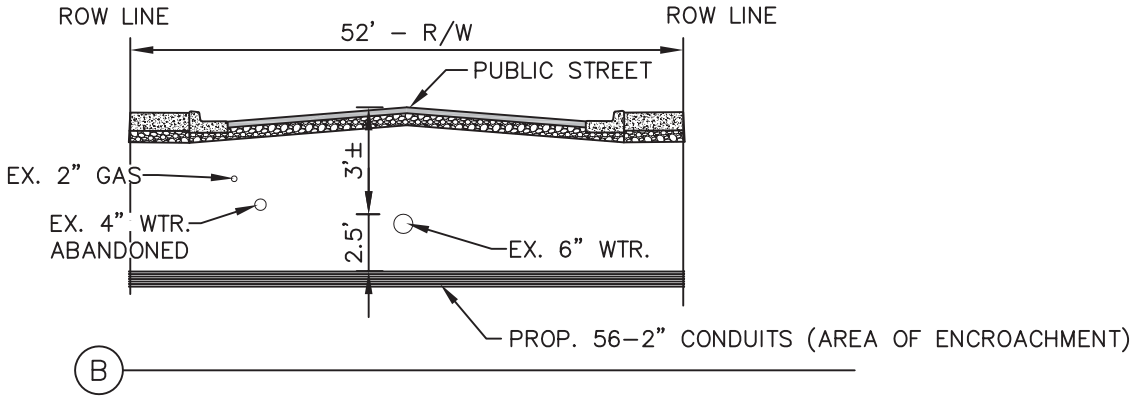
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

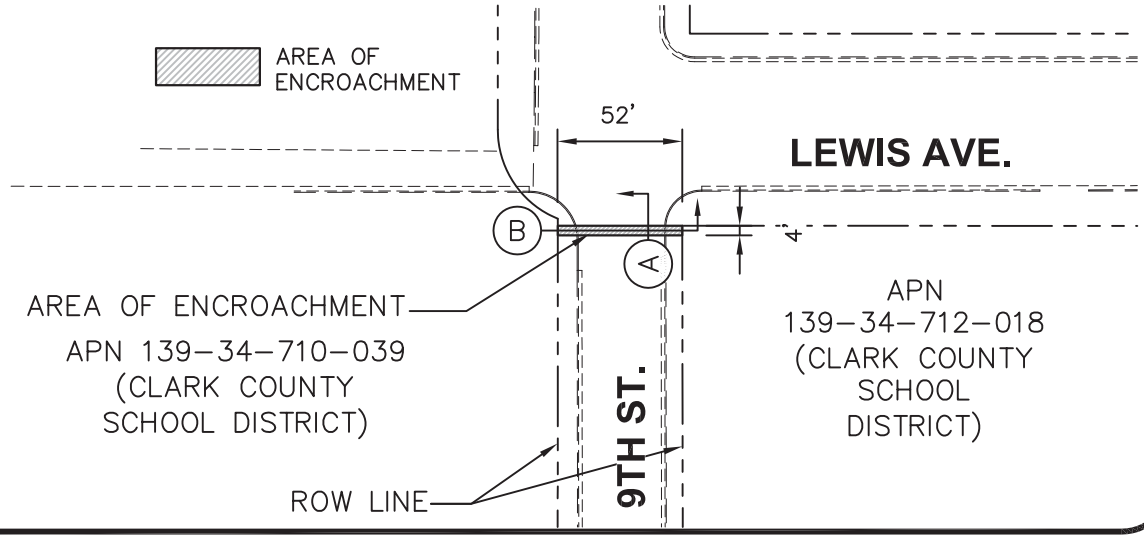
BACKUP DOCUMENTATION:
Exhibit

"EXHIBIT A"









Nevada By Design

ENGINEERING CONSULTANTS
5755 So. Sandhill Rd., Ste. B
Las Vegas, NV 89120
Phone: (702) 938-1525 - Fax: (702) 938-1530
www.nvbydesign.com

ENCROACHMENT EXHIBIT
LAS VEGAS ACADEMY
INTRUNSION/LAN UPGRADE

DRAWN BY: CLN	JOB NO.: 11916
DATE: 03–21–12	SHT. 1 OF 1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 7, 2012

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

SUBJECT:
For possible action to approve a Sewer Connection agreement with Kenneth Martin, owner and Interlocal Contract with Clark County Water Reclamation District (2855 and 2867 North Jones Boulevard, APN 138-14-603-019 and -020) - County (near Ward 5-Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for a proposal to connect two single family dwellings. The owner proposes to connect to the existing 8-inch sewer in Jones Boulevard 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". The applicant has agreed to the execution of the "Petition for Annexation" upon completion and acceptance of permits issued by Clark County.

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

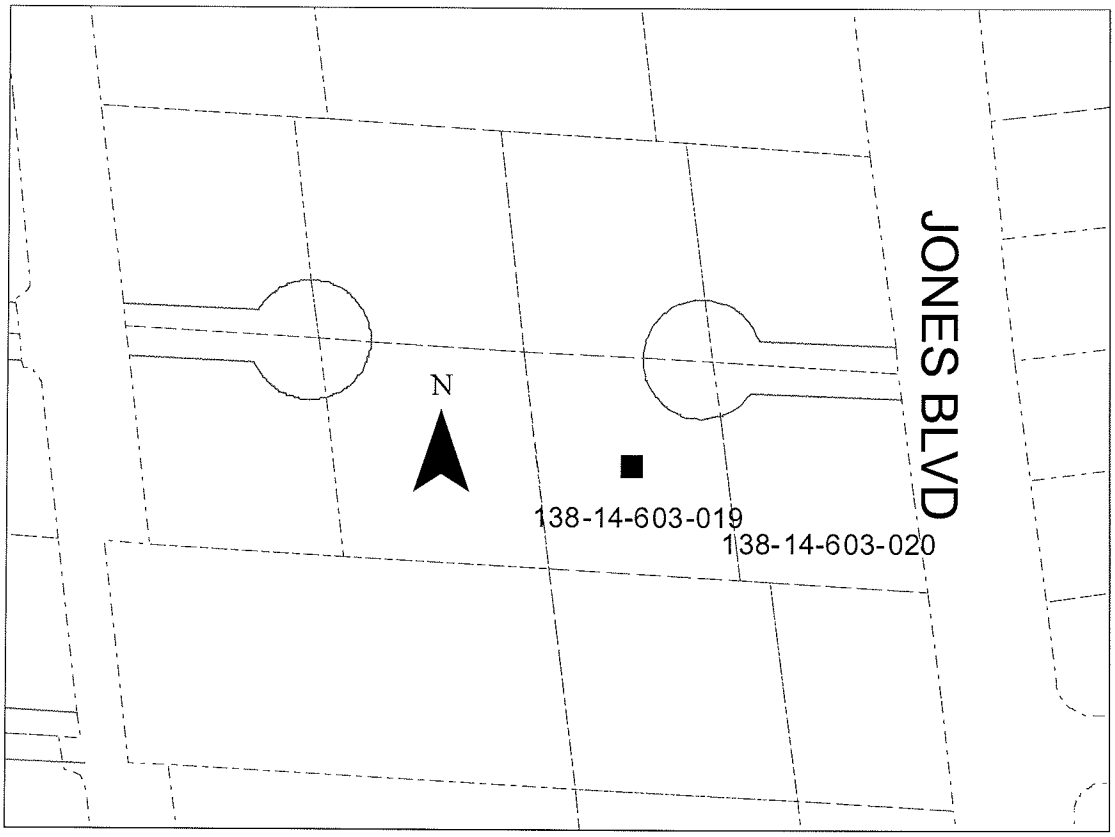
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2012
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT WITH KENNETH MARTIN, OWNER AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES, (2855 AND 2867 N. JONES BOULEVARD, APN 138-14-603-019 AND -020)

VICINITY MAP



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a Substantial Amendment to the FY 2011-2012 Annual Action Plan allowing an allocation of $126,267 Phase II Emergency Solutions Grant (ESG) funding to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $126,267
Funding Source: HUD-ESG
Dept./Division: Economic and Urban Development/Neighborhood Development

PURPOSE/BACKGROUND:
HUD issued the Emergency Solutions Grant (ESG) Phase II funding allocation for Fiscal Year 2011-2012. As part of the requirement to obtain this funding, the City must submit a Substantial Amendment to the 2011-2012 Action Plan due to significant changes in the HEARTH Act as it relates to the ESG funding. While the Amendment was heard at the May 2, 2012 City Council meeting, a second public hearing was required prior to final action, which occurred on May 10, 2012 before the Southern Nevada Regional Planning Coalition Committee on Homelessness.

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

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
ITEM DESCRIPTION: For possible action to approve a Substantial Amendment to the FY 2011-2012 Annual Action Plan for the allocation of $126,267 Phase II Emergency Solutions Grant (ESG) funding to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Priority #1 Rapid Re-housing to HELP of Southern Nevada	$75,760
Priority #2 Homeless Prevention to HELP of Southern Nevada	$50,507
Total ESG Phase II Funds	**$126,267**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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: $23,431,585.86
Funding Source: All Funds
Dept./Division: Finance

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 4/16/12 - 4/30/12

City of Las Vegas

Summary of Cash Expenditures

For period of 04/16/12 to 04/30/12

Total Services & Materials Checks :	**$4,763,011.31**
Total Services & Materials EFT Payments :	**$4,429,202.99**
Total Wire Transfers:	**$8,257,627.34**
Total Payroll Checks:	**$5,981,744.22**
Grand Total:	**$23,431,585.86**

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

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On May 16, 2012 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve award of Agreement No. 120146-TF, Prime Design Services Agreement for EOC Logistical Support Facility located at 7551 Sauer Drive - Department of Public Works - Award recommended to: WESTAR ARCHITECTURAL GROUP NEVADA, INC. ($208,165 - Fire Services Capital Projects Fund) - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $208,165
Funding Source: Fire Services CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Consultant services for this agreement include the design of a 3,600 square feet facility, parking lot and solar covered parking structures. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1 (b), Professional Services.

PCC: T. Fernandez
POC: Cesar Solorzano - (702) 878-8000

RECOMMENDATION:
That City Council approve award of Agreement No. 120146-TF Prime Design Services Agreement for EOC Logistical Support Facility to Westar Architectural Group Nevada, Inc. in the amount of $208,165. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 120146-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
EOC LOGISTICAL SUPPORT FACILITY

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and **WESTAR ARCHITECTURAL GROUP NEVADA**, (the "Consultant"), a **Corporation**, whose address is **701 Bridger Ave. Suite 400, Las Vegas, NV 89101**.

WITNESSETH:

WHEREAS, the City intends to construct the **EOC Logistical** Support Facility (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires

for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 *Ownership of Documents.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this

Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

CITY OF LAS VEGAS

_____

Beverly K. Bridges, MMC, City Clerk Date

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

CONSULTANT

John S. Ridilla 4/26/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

By_____
Patrick Klenk AIA, LEED AP, Westar Architectural Group Nevada

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

100.1 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein.

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:
100.2.1.1 Site address: Sauer Drive East of Buffalo Blvd
100.2.1.2 Entire area of assessor's parcel number(s): 138-15-201-002
100.2.1.3 Gross site acreage: 2.5
100.2.1.4 Offsite improvement area: 3,000 SF

The proposed project is located at the City of Las Vegas' EOC facility, 7551 Sauer Drive, Las Vegas, Nevada, 89128. This is near the south-west corner of the intersection of Buffalo and Cheyenne. The site is illustrated by the City of Las Vegas drawing S1, dated 9/10/10, file FS 106 and an undated, untitled drawing of a 60 foot by 60 foot building. It is understood that this project includes the 3,600 square foot building, and its immediate surrounding site, the adjacent parking areas (less the area designated for the City Park parking), the designated parking structures and the Solar Panel (SV/PV) arrays mounted to the parking structure and the necessary infrastructure for the arrays and new perimeter fencing.
This project is to apply for and obtain Silver Certification from LEED.

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:
100.3.1.1 Approximate gross building square footage: 3,600
100.3.1.2 Improvement description: New logistical support building phase for an initial construction and future build out. Site security walls and gates. Solar Voltaic net meter system designed as parking lot structures.

100.4 CONSTRUCTION COST BUDGET

100.4.1 Construction Cost Budget: **$2,800,000.00**

100.5 CHANGES TO SCOPE OR SERVICES

100.5.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as the Project develops.

100.5.2 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.

100.5.3 CHANGE IN SCOPE. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Agreement by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.5.4 The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.6 GENERAL REQUIREMENTS

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

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

100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD Release 2004 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

100.6.5 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

100.6.6 Verify, using commercially available software with current virus definitions, that digital 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 resubmittal and shall not be released from submittal requirements per the Agreement.

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

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

100.6.9 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.

100.6.10 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 building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, 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 in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

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

100.6.12 All work shall be in full compliance with the applicable City of Las Vegas "**Design Standards for Buildings, Parks, and Parking Facilities**" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

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

100.6.14 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.6.15 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

100.7 DEFINITIONS

100.7.1 "Construction Cost Estimate" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

100.7.2 "Contractor" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.7.3 "Drawings and Specifications" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.8 CITY'S REVIEW PROCESS

100.8.1 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, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.8.2 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, based on the quantity set forth in **Exhibit "B"**, 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.

100.8.3 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.

100.8.4 After the City reviews the documents, one (1) set 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 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: THE CITY'S RESPONSIBILITIES

101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

101.2 The City shall provide the Consultant with:

101.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Project budget and the amount of the Construction Cost Budget.

101.2.3 Project schedule.

101.2.4 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

101.2.5 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

101.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

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

102.1.1 Responsibilities Specific to this Project for Various Phases

102.1.2 Programming and Conceptual Design Phase

102.1.3 Schematic Design and Master Planning Phase

102.1.4 Design Development Phase

102.1.5 Construction Document Phase

102.1.6 Bidding Phase

102.1.7 Construction Administration Phase

102.1.8 Post Construction Phase

ARTICLE 103: RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1.1 HAZARDOUS MATERIALS SURVEY

103.1.1.1 The Consultant shall provide a hazardous material survey and abatement report of the existing structures located on the Project site, in compliance with NRS 338.195 and other regulatory authorities overseeing the presence and abatement of lead paint, PCBs, asbestos, and other hazardous materials.

NRS 338.195 Survey for presence of asbestos required before renovation or demolition of public building.

1. No public building or other public structure may be renovated or demolished until a survey of the building or structure has been made for the presence of asbestos or material containing asbestos.
2. As used in this section, "material containing asbestos" has the meaning ascribed to it by the Division of Industrial Relations of the Department of Business and Industry pursuant to NRS 618.765.

(Added to NRS by 1989, 1280; A 1993, 1567)

103.1.2 LEED CERTIFICATION

103.1.2.1 The City has mandated that new, occupied public buildings built by and for the City are to be built to LEED (Leadership in Energy and Environmental Design) Certified Silver level or higher standards. The Consultant shall provide services to fully register, administer, analyze, model, design, document, submit, resubmit, and use its best efforts to ensure that this Project achieve a Silver level or higher certification from the USGBC (U.S. Green Building Council), using latest version of the appropriate standards available on the date of this Agreement or other standards if the Director of the Nevada State Office of Energy has determined that an updated version of LEED standards is not appropriate for use. The City shall pay the USGBC required registration and certification fees.

103.1.3 COST ESTIMATES

103.1.3.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.1.3.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.1.4 GOVERNMENTAL AND AGENCY APPROVALS

103.1.4.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.1.4.1.1 General Plan Amendment. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

103.1.4.1.2 Rezoning. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

103.1.4.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

103.1.4.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

103.1.4.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

103.1.4.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

103.1.4.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Land Development Section, including a Drainage Compliance Report.

103.1.4.1.8 Traffic Study. If requested by the City, traffic studies shall be provided as an Additional Service.

103.1.4.1.9 New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

103.1.4.1.9.1 Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.

103.1.4.1.9.2 Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

103.1.4.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.1.4.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.1.4.4 CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, 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 Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. 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.

103.1.4.5 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

103.1.5 GEOTECHNICAL DATA

103.1.5.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

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

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

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

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

103.1.5.5 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

103.1.5.6 NUMBER OF SOIL BORINGS. The Consultant acknowledges that the City's standard of placing the Contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this Contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

ARTICLE 104: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

104.1.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the Consultant shall:

Meet with the Client/User of the facility to establish the final parameters of the project, both current and future. Determine final facility use(s) and priorities. Document in written/diagrammatic form those parameters and requirements. Determine the sustainable certification organization. Obtain Client/User consensus for the project. Project cost opinion is to be provided. This phase will comply with the requirements as stated in Section 104 of the Agreement.

104.1.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical reports for the Project.

104.1.1.2 SITE SURVEY. Prepare a boundary and topographic survey for the Project.

104.1.1.3 GENERAL PROJECT PROGRAM REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

104.1.1.4 PROGRAMMING REPORT. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Programming Report, which details all goals, needs, spatial, and adjacency requirements of the Project.

104.1.1.5 LEED CREDITS REPORT. In meetings with the City Representative and stakeholders, analyze, cost estimate, recommend, and report the LEED Credits to pursue for certification. Upon agreement with the City, register the Project with the USGBC.

104.1.1.6 SITE UTILIZATION REPORT. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

104.1.1.7 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

104.1.1.8 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Programming Report, Site Utilization Report, and Construction Cost Estimate. Incorporate the City's review comments.

104.1.1.9 SUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Programming Report, Site Utilization Report, Construction Cost Estimate, a preliminary conceptual design site plan and building elevations, and other documents listed in Exhibit "B". Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

ARTICLE 105: SCHEMATIC DESIGN (SD) PHASE

105.1.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

This phase will develop a site plan, floor plans, elevations, sections, and other material necessary to generally describe the shape and character of the project. Cost estimates and schedules will be updated and revised. The project will be adjusted to remain within the scope of the project and the established project budget. It would be suggested that documents be developed during this phase in such a manner that they can be submitted to the City authorities for planning and zoning review and approval. This phase will comply with the requirements as stated in Section 105 of the Agreement.

105.1.1.1 REVIEW. Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

105.1.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project. Unless otherwise directed, three (3) alternatives are considered the minimum quantity of alternatives to present for review and decision making.

105.1.1.3 LEED CREDITS REPORT. Update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated.

105.1.1.4 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

105.1.1.5 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

105.1.1.6 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

105.1.1.7 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

105.1.1.8 SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

105.1.1.8.1 Programming Report from the previous phase.

105.1.1.8.2 Site Utilization Report from the previous phase.

105.1.1.8.3 Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.

105.1.1.8.4 Outline specification.

105.1.1.8.5 Project Budget (provided by City).

105.1.1.8.6 Construction Cost Estimate.

105.1.1.8.7 Project Schedule (provided by City).

105.1.1.8.8 LEED Credits Report.

105.1.1.9 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

105.1.1.10 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

ARTICLE 106: DESIGN DEVELOPMENT (DD) PHASE

106.1.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

The Design Development documents will be for use in confirming the Client's development program, value engineering, and quantitative construction cost estimating by the sub-consultant.
The value engineering is completed during this portion of the project and these considerations are then integrated into the project to provide an efficient and cost effective result. At the completion of this portion of the project development, all major changes, system alterations and reconfigurations due to government, cost and functional considerations are complete. Additionally, during this portion of the project the architect and engineers will complete the final verification of existing conditions, document those conditions and provide this material to the interested parties (Client, City of Las Vegas and the appropriate Building Department as required).
This phase will comply with the requirements as stated in Section 106 of the Agreement.

106.1.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

106.1.1.1.1 DRAWINGS:

106.1.1.1.1.1 Building data and code analyses.

106.1.1.1.1.2 Utility plans, including both on-site and off-site improvements.

106.1.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.

106.1.1.1.1.4 Planting plans.

106.1.1.1.1.5 Irrigation plans.

106.1.1.1.1.6 Site plans.

106.1.1.1.1.7 Floor plans, indicating the size of rooms and furniture arrangements.

106.1.1.1.1.8 Reflected ceiling plans.

106.1.1.1.1.9 Roof plans.

106.1.1.1.1.10 Building elevations.

106.1.1.1.1.11 Building and wall sections.

106.1.1.1.1.12 Finish schedules.

106.1.1.1.1.13 Foundation plans.

106.1.1.1.1.14 Framing plans.

106.1.1.1.1.15 Heating, ventilating and air conditioning (HVAC) plans.

106.1.1.1.1.16 Plumbing plans.

106.1.1.1.1.17 Lighting plans.

106.1.1.1.1.18 Power plans

106.1.1.1.1.19 Low voltage system plans.

106.1.1.1.1.20 Signage plans.

106.1.1.1.1.21 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

106.1.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

106.1.1.1.3 LEED CREDITS REPORT. Update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated.

106.1.1.1.4 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

106.1.1.1.5 ESTIMATE. Prepare a detailed Construction Cost Estimate.

106.1.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants.

106.1.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

106.1.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

ARTICLE 107: CONSTRUCTION DOCUMENTS (CD) PHASE

107.1.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

The Consultant will coordinate the preparation of a set of Construction Documents in accordance with the procedures outlined in the agreement. These Construction Documents, consisting of **Civil, Architectural, Electrical, Mechanical, Construction Cost and LEED (Green Globe)** plans and *Project Manual/Construction Specifications (2004 CSI Master Spec, 50 division system)* will detail the construction for the building. Changes to the work during this phase of project development should be avoided due to the greater possibility of the introduction of errors.

The Consultant will be responsible for aiding the Client in submitting and administering the construction documents through the City of Las Vegas Building Department with appropriate document clarification and/or interpretation as may be required.
This phase will comply with the requirements as stated in Section 107 of the Agreement.

107.1.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the

Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

107.1.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

107.1.1.3 LEED CREDITS REPORT. Update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated. Complete all design phase credit submittals to the USGBC for review.

107.1.1.4 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

107.1.1.5 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

107.1.1.6 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

107.1.1.7 CONSTRUCTABILITY AND BIDABILITY REVIEWS. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

107.1.1.8 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

107.1.1.8.1 Prepare 50 percent Construction Documents, including the following:

107.1.1.8.1.1 General

107.1.1.8.1.1.1 Completed title sheets, abbreviations, legends and site plans.
107.1.1.8.1.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.
107.1.1.8.1.1.3 Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
107.1.1.8.1.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

107.1.1.8.1.2 Civil

107.1.1.8.1.2.1 Existing facilities plans showing all existing topography and improvements.
107.1.1.8.1.2.2 Utility distribution plans with sizes of all new and existing utilities.
107.1.1.8.1.2.3 Rough grading plans.
107.1.1.8.1.2.4 Finish paving and grading plans.
107.1.1.8.1.2.5 Horizontal control plans.
107.1.1.8.1.2.6 Horizontal and vertical control plans for all site lighting pole bases.
107.1.1.8.1.2.7 Details with references to the plans.
107.1.1.8.1.2.8 Final calculations required to meet all levels of completion.

107.1.1.8.1.3 Landscape

107.1.1.8.1.3.1 Landscaping plans denoting all materials and sizes.
107.1.1.8.1.3.2 Irrigation plans with sizing of all piping.
107.1.1.8.1.3.3 Details with references to the plans.

107.1.1.8.1.4 Architectural

107.1.1.8.1.4.1 Floor plans with all dimensions and room finishes noted.
107.1.1.8.1.4.2 All door, window, hardware, and glazing schedules complete.
107.1.1.8.1.4.3 Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
107.1.1.8.1.4.4 All elevations and sections.
107.1.1.8.1.4.5 Enlarged plans of specific rooms or areas as needed to accurately portray the work.
107.1.1.8.1.4.6 Interior and exterior details.
107.1.1.8.1.4.7 All section and detail bubbles completed to indicate the location of the sections and details.

107.1.1.8.1.5 Structural

107.1.1.8.1.5.1 Foundation plans including all dimensions.
107.1.1.8.1.5.2 Intermediate floor framing plans with complete section cuts and detail references.
107.1.1.8.1.5.3 Complete section and detail sheets.
107.1.1.8.1.5.4 Completed and detailed roof framing plans.
107.1.1.8.1.5.5 Final calculations required to meet this level of completion.

107.1.1.8.1.6 Mechanical/Plumbing

107.1.1.8.1.6.1 All HVAC sizing (ducts and equipment).
107.1.1.8.1.6.2 All air flow quantities noted.
107.1.1.8.1.6.3 All mechanical equipment and fixture schedules completed.
107.1.1.8.1.6.4 All pipe sizes noted.
107.1.1.8.1.6.5 Cathodic protection requirements specified.
107.1.1.8.1.6.6 Points-of-connection including invert elevations.
107.1.1.8.1.6.7 Completed riser diagrams.
107.1.1.8.1.6.8 All control diagrams shown and completed.
107.1.1.8.1.6.9 All details completed and referenced to the plans.
107.1.1.8.1.6.10 Final calculations required to meet this level of completion.

107.1.1.8.1.7 Electrical

107.1.1.8.1.7.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
107.1.1.8.1.7.2 Required single line drawings.
107.1.1.8.1.7.3 Completed panel schedules.
107.1.1.8.1.7.4 Electrical room details showing equipment in plan and elevation.
107.1.1.8.1.7.5 All special systems including grounding wells.
107.1.1.8.1.7.6 All details completed and referenced to the plans.
107.1.1.8.1.7.7 Fire alarm riser diagrams and zone schedules.
107.1.1.8.1.7.8 Final calculations required to meet this level of completion.

107.1.1.8.1.8 Specifications

107.1.1.8.1.8.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
107.1.1.8.1.8.2 Final form technical specifications in CSI format.

107.1.1.8.2 **Prepare 70 percent Construction Documents,** including the following:

107.1.1.8.2.1 Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

107.1.1.8.3 **Prepare 90 Percent Construction Documents,** including the following:

107.1.1.8.3.1 Drawings

107.1.1.8.3.1.1 Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

107.1.1.8.3.2 Specifications

107.1.1.8.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

107.1.1.8.3.3 Calculations

107.1.1.8.3.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

107.1.1.8.3.4 General

107.1.1.8.3.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.

107.1.1.8.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.

107.1.1.8.3.4.3 Provide Exterior Light Fixture cut sheets for review

107.1.1.8.4 Prepare Final Construction Documents, including the following:

107.1.1.8.4.1 Drawings

107.1.1.8.4.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

107.1.1.8.4.2 Specifications

107.1.1.8.4.2.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

107.1.1.8.4.3 Calculations

107.1.1.8.4.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

107.1.1.8.4.4 General

107.1.1.8.4.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

107.1.1.8.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

ARTICLE 108: BIDDING PHASE

108.1.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

108.1.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

108.1.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

108.1.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the

Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

108.1.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

108.1.3.3 Attend and participate in the Pre-bid meeting.

108.1.3.4 Participate in bid evaluation and recommendations.

108.1.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

ARTICLE 109: CONSTRUCTION ADMINISTRATION PHASE

109.1.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

109.1.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

109.1.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

109.1.3.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

109.1.3.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

109.1.3.3 LEED CREDITS REPORT. Monthly during the construction phase, update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated. Brief the construction team at the Construction Progress Meetings about the LEED construction phase credit requirements, track the Contractor's progress in achieving the credits, and submit compliance documentation to the USGBC for review. Complete all construction phase credit submittals to USGBC for review.

109.1.3.4 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

109.1.3.5 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the

Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

109.1.3.6 DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

109.1.3.7 SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

109.1.3.8 INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

109.1.3.9 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

109.1.3.10 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

109.1.3.11 CHANGE ORDERS. Promptly review, comment on, approve, and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Change Order or Construction Change Directive is excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

109.1.3.12 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

109.1.3.13 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

109.1.3.14 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

109.1.3.15 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

109.1.3.16 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Agreement and do not authorize any Additional Services.

109.1.3.16.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

109.1.3.16.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

109.1.3.16.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days** and **submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

109.1.3.16.4 PROJECT DELAYS. Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

ARTICLE 110: POST CONSTRUCTION PHASE

110.1.1 The Consultant shall provide the following scope of services:

110.1.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) on reproducible mylar or acid-free bond format to the City.

110.1.1.2 BLM LEASED PROPERTY GIS RECORD. Based upon the Consultant's knowledge of the Project, prepared an electronic data format of the project site acceptable to the BLM:

110.1.1.2.1 Acceptable data formats are:

110.1.1.2.1.1 Corrected Global Positioning System files with sub-meter accuracy or better, in NAD 27 or NAD 83;

110.1.1.2.1.2 An AutoCAD dxf file; or

110.1.1.2.1.3 ARCInfo export files.

110.1.1.2.2 All data shall include metadata for each coverage and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards.

110.1.1.3 LEED CREDITS REPORT AND CERTIFICATION. No less frequently than monthly until certification is achieved, update the list of LEED credits being pursued and the current status of each credit. Follow up the USGBC's review and certification process including providing additional documentation, filing appeals, and pursuing alternate substitute credits for any credits that were for any reason denied, as needed to achieve the City desired certification level.

110.1.1.4 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

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.

ARTICLE 201: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

201.1 Geotechnical Reports
201.2 Site Survey.
201.3 Programming Report.
201.4 LEED Credits Report.
201.5 Site Utilization Report.
201.6 Construction Cost Estimate.
201.7 Conceptual Design Drawings.

ARTICLE 202: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

202.1 Schematic Design Drawings and Specification Outline.
202.2 LEED Credits Report.
202.3 Construction Cost Estimate.
202.4 PROJECT SCOPE AND BUDGET REPORT.

ARTICLE 203: DESIGN DEVELOPMENT PHASE

203.1 Drawings and Specifications.
203.2 Presentation Drawings, mounted.
203.3 Materials Board.
203.4 Flood/Hydrology Report draft, if required by governing authorities

203.5 Construction Cost Estimate.
203.6 LEED Credits Report.

ARTICLE 204: CONSTRUCTION DOCUMENT PHASE

204.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
204.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
204.3 Nevada Power, Embarq, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
204.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.
204.5 Exterior Light Fixture Cut Sheets at 90% Submittal.
204.6 Building Permit Application.
204.7 Building Department and Land Development plan review permit applications.
204.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.
204.9 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
204.10 Drawing list with sheet title and issue date for each sheet.
204.11 Specifications contributing authors' stamps and signatures.
204.12 LEED Credits Report.

ARTICLE 205: BIDDING PHASE

205.1 All bidding documents in pdf format for posting on DemandStar.com.
205.2 Requested and necessary addenda.

ARTICLE 206: CONSTRUCTION ADMINISTRATION PHASE

206.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
206.2 Drainage Compliance Report.
206.3 LEED Credits Reports.

ARTICLE 207: POST CONSTRUCTION PHASE

207.1 Final Record Drawings in both electronic and mylar or acid-free bond format.
207.2 LEED Credits Reports and Certification.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

ARTICLE 301: PHASE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	21	Plus City Review Time
Schematic Design	21	Plus City Review Time
Design Development	28	Plus City Review Time
Construction Documents	42	City review is concurrent with drawings progress. See below for the permitting phase scope.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	112	

301.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

301.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.4 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

302.5 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.

302.6 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

302.7 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.

302.8 The Nevada Power Company design precedes the Embarq submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

302.9 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.

302.10 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Agreement.

303.1.2 The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in Construction Time (time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase or decrease from the time that was provided in the Contractor's construction contract at award. To the degree a construction extension of time is due to a suspension of the construction (and a resulting reduction in the Consultant's weekly work, regardless of the amount of such reduction), any increase of fee will be determined under Section 10.01 Suspension instead of this paragraph.

303.1.3 The Consultant's fee for the Construction Phase shall be increased as an Additional Service for the Consultant's costs after the Construction Time exceeds fifty percent more time than was provided for in the Contractor's construction contract time as awarded, with the Consultant absorbing any and all unanticipated Consultant costs up to the fifty percent time increase.

303.2 Should the Contractor complete the Project in less than fifty percent of the original awarded contract time, the Consultant's fee shall be proportionately reduced for the Construction Phase, with the City paying the full amount of the fee for the Construction Phase regardless of any reduction in time less than the fifty percent time reduction.

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$208,165.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

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

401.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with the Agreement based upon the percentage of completion for each phase. 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).

PHASE	PERCENT of TOTAL	FIXED FEE WU8171	FIXED FEE WU8172	REMARKS
Programming and Conceptual Design	5%	$7,528.00	$1,250.00	
Schematic Design	10%	$15,157.00	$2,500.00	
Design Development	15%	$22,585.00	$3,750.00	
Construction Documents	45%	$67,754.00	$11,250.00	
Bidding	2%	$3,011.00	$500.00	
Construction	20%	$30,013.00	$5,000.00	
Post Construction	3%	$4,517.00	$750.00	Drafting As-Built Drawings, Punch List
	TOTAL	**$150,565.00**	**$25,000**	

401.2 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES.
At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

401.3 CONSTRUCTION COST ESTIMATES.
Consultant shall **deduct** from the above Fees **$5,000** for each of the following required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase: Conceptual Design, Schematic Design, Design Development, Construction Document at 50%, Construction Document at 90%, and Construction Document at 100%.

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	$32,600.00	Environmental and logistical requirements

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	$0.00	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Principal/Legal	$225	Per Hour
Principal/Design	$225	Per Hour
Project Manager	$150	Per Hour
Project Architect	$120	Per Hour
Interior Design Project Manager	$120	Per Hour
Project Designer II	$100	Per Hour
Project Designer I	$75	Per Hour
Project Coordinator	$90	Per Hour
Senior Cad Drafter	$85	Per Hour
CAD Drafter	$50	Per Hour
Administrative	$45	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

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

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

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Samuel Tolman AIA

600.2 CONSTRUCTION PROJECT REPRESENTATIVE: Russell Coleman

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Cesar Solorzano

601.1.2 PROJECT ARCHITECT: Patrick Klenk

601.1.3 LEED PROJECT ADMINISTRATOR (Accredited by USGBC): Patrick Klenk

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Architect as licensed: Patrick Klenk

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Architect license number: Nevada 1472

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 CIVIL ENGINEER: Wight Engineers

602.1.2 STRUCTURAL ENGINEER: Wright Engineers

602.1.3 MECHANICAL ENGINEER: Wright Engineers

602.1.4 ELECTRICAL ENGINEER: Wright Engineers

602.1.5 LANDSCAPE DESIGN: Westar Architects

602.1.6 INDEPENDENT COST ESTIMATOR (NOT the Consultant):

602.1.7 GEOTECHNICAL ENGINEER: Grisham Consulting

602.1.8 LAND SURVEYOR: Wright Engineers

END OF EXHIBIT "F"

EXHIBIT "G"

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

Name	WESTAR Architectural Group/Nevada, Inc.
Address	701 Bridger Ave., Suite 400 Las Vegas, NV 89101
Telephone	(702) 878-0000
EIN or DUNS	EIN# 860852377

Block 2 Description

Subject Matter of Contract/Agreement:

EOC Logistical Support Facility

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.	Patrick J. Klenk	701 Bridger Ave, Suite 400, Las Vegas, NV 89101	(702) 878-0000
2.	Paul C. Heretakis	701 Bridger Ave., Suite 400, Las Vegas, NV 89101	(702) 878-0000
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: None

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.

Patrick J. Klenk
Name

February 16, 2012
Date

Subscribed and sworn to before me this 16th day of February, 2012.

Carolina A. Muniz
Notary Public

NOTARY PUBLIC
CAROLINA A. MUNIZ
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. MARCH 27, 2013
No: 98-0214-1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to revise Purchase Order No. 300026 to increase the construction conflicts and contingency reserve amount for Bid No. 09.15341.26-TF, Las Vegas Museum of Organized Crime and Law Enforcement Fabrication located at 300 Stewart Avenue - Department of Public Works ($257,128.11 - Parks and Leisure Activities Capital Projects Fund) – Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $257,128.11
Funding Source: Parks and Leisure CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Additional project costs were incurred due to delays during design and the submittal phase of project resulting in weekend and extended work hours to meet the grand opening deadline. Additional design was also required for graphic transitions between exhibits.

PCC: T. Fernandez

RECOMMENDATION:
The City Council approve the revision of Purchase Order No. 300026 to increase the construction conflicts and contingency reserve for Bid No. 09.15341.26-TF, Las Vegas Museum of Organized Crime and Law Enforcement Fabrication in the amount of $257,128.11.

BACKUP DOCUMENTATION:
Contract Memo

PR#195433

Contract Memo

City of Las Vegas
Department of Public Works

Date: 4/3/2012

To: **Kathy Rainey**, Manager, Purchasing & Contracts

From: **Jorge Cervantes, P.E.**, P.T.O.E., Public Works Director

Re: **Modification to Increase the Construction Conflicts & Contingency Reserve Amount**

Upon your review and approval, please process the following contingency increase request.

Project:	**Mob Museum Exhibit Fabrication**	Ward Number:	5
Contractor:	**Hardy Construction**	Project Hansen Number:	36697
Bid #:	**09.15341.26-TF**	Construction Contract P.O. #:	**285657**
Public Works Project Manager:	Sam Tolman	Phone:	229-2091
Purchasing Contract Specialist:	Tressa Fernandez	Phone:	229-6182

ENCUMBERANCES	P.O. Contract Amount	P.O. Contingency *(Construction Conflicts & Contingency Reserve)*	Contingency as Percent of Award
Orig Contract & Contingency Award:	$7,132,000.00	$713,200.00	10.00%
Previous Approved Contingency Increases:		$350,000.00	4.91%
Total	**$7,132,000.00**	**$1,063,200.00**	14.91%
Amount of Contingency Used as of 4/3/2012		$1,057,041.09	14.82%

		Proposed Total Contingency as Percent of Award
Amount of this Request for Contingency Increase:	**$257,128.11**	18.51%

FUNDING SOURCES FOR THIS INCREASE

Funding Source	Org	Amount	Account #	WA#	Task	Option
Fund Balance	40511	$233,219.00	810700	WU8036		
General Fund	40511	$23,909.11	810700	WU8061		
	Total	$257,128.11				

Continued on next page

SUMMARY OF PREVIOUS CONTINGENCY USES

Change Orders by Reason Code as of: 4/3/2012		Contingency Used as Percent of Award
Design & drawing deficiencies & codes:	$526,260.29	7%
Owner directives:	$422,872.37	6%
Unforeseen conditions & events:	$107,908.43	2%
Amount of Contingency Used to Date:	**$1,057,041.09**	**14.82%**

Percent of Previous Approved Contingency Used to Date:	99.42%
Amount of Previously Approved Contingency Remaining:	$6,158.91
Percent of the Construction Completed to Date:	100.00%

Justification for Contingency Increase

Major Issues effecting final Contract Modification include:

No. 1 - Time delays in the initial design/submittal phase of the project as well as delays during the fabrication phases of the project; these delays were due to historic constraints requiring the redesign of 3 major areas of the building. Re-designs ultimately allowed CLV to apply and receive Historic Tax Credits of approximately $8 million.

No. 2 - Delays in receiving and approving major graphic/caption portions of the exhibits from the creative director caused the need for expediting and additional staff to make the grand opening deadline. To date there are still items that are not complete and have been turned over to 300 SAC for completion.

No. 3 - Various audio video components and interactive exhibits required changes as directed by the design team. Final architectural supplemental instructions required cabinetry and AV product modifications during the final installation phase of the contract.

No. 4 - Project was designed as a series of exhibits, when final installation proceeded it was apparent that transitions between exhibits needed to be as seamless as possible. To achieve this, many "transitions" were designed and fabricated onsite with the design team and the exhibit fabricator. These relatively smaller items combined in the end to represent 15% of this modification. Attached is a breakdown of pending change orders

If this increase is granted,

Attached is a list of change orders to date and a list of known future change orders.

APPROVALS

Initials	Date	
MAS	4-16-12	Mark Sorensen, P.E.
DWB	4/17/12	David Bowers, P.E., P.T.O.E.
DWB for	4/18/12	Jorge Cervantes, P.E., P.T.O.E.
	4/30/12	Kathleen C. Rainey, Manager, Purchasing and Contracts

LAS VEGAS MUSEUM - PHASE III

City of Las Vegas, Department of Public Works

Completed & Pending Change Orders - Exhibit

CO		COR			Proposed Change	Agreed Change		Pending Funds
No.	Dated	No.	Received	Scope Description	Amount	Amount	Reason Codes	Amount
1	12/1/2010		12/1/2010	Settlement Agreement	$190,000.00	$190,000.00	OWNER	
2	7/27/2011	1	7/6/2011	Change in monitors in elevators	$1,216.57	$1,251.58	EOVALUE	
3	7/27/2011		7/27/2011	Courtroom screen install	$9,867.89	$9,867.89	UNFORESEEN	
4	9/2/2011	2	7/6/2011	Various changes see backup	$482,943.43	$257,808.98	OWNER	
5	9/2/2011	3	7/6/2011	AVI deducts and adds	$260,981.07	$23,804.53	EOVALUE	
6	10/6/2011	11	10/4/2011	Redesign of 3rd floor	$166,794.81	$166,794.81	EOVALUE	
7	10/14/2011	7	9/26/2011	Additional video production 3rd floor redesign	$34,777.51	$34,777.51	EOVALUE	
8	11/22/2011	13	10/18/2011	Additional cost for flooring	$27,590.08	$27,590.08	EOVALUE	
9	12/21/2011	10	9/30/2011	Installation of plywood under flooring 2 rooms	$3,854.07	$3,854.07	EOVALUE	
10	1/10/2012	23	12/20/2011	Changes due to ASI 26 Revised 1/3/12	$80,576.59	$32,718.70	EOVALUE	
11	3/13/2012	24		T/M Litchy & Hardy Paint and Drywall	$21,050.45	$21,050.45	UNFORESEEN	
12	3/13/2012	35		T/M Litchy Dec & Jan.	$39,622.67	$39,622.67	UNFORESEEN	
13	3/13/2012	38		T/M Litchy	$35,375.72	$35,375.72	UNFORESEEN	
14	3/13/2012	27	2/1/2012	Pacific Studios Cor 44, 50-52	$29,199.52	$29,199.52	EOVALUE	
15	3/13/2012	28	2/1/2012	Court room clock	$7,761.60	$7,761.60	EOVALUE	
16	3/13/2012	31	2/1/2012	AVI overtime	$8,798.36	$8,798.36	EOVALUE	
17	3/20/2012	33	2/1/2012	Computer Delete & add lobby speakers	-$6,841.22	-$6,841.22	CTRCREDIT	
18	3/20/2012	12	10/14/2011	Additional cost for image licensing and usage fees	$88,275.00	$37,000.00	EOVALUE	
19	3/20/2012	14	12/13/2011	LED's at Tommy Gun	$5,085.02	$5,082.02	EOVALUE	
20	3/20/2012	15	12/13/2011	Pacific Studios graphic schedule late & smaller amounts (additional time)	$26,208.00	$26,208.00	EONOVALUE	
21	3/20/2012	16	12/13/2011	Light rings in 2.4 & 2.5	$17,366.72	$17,366.72	EONOVALUE	
22		18	1/31/2012	Court room screen	$756.11		EONOVALUE	$756.11
23		20	12/28/2011	ASI 21 to 25 changes	$10,281.60		EONOVALUE	$3,617.60
24	3/20/2012	21	12/28/2011	ASI 13 Window shades	$1,991.70	$1,991.70	UNFORESEEN	
25	3/27/2012	36	3/5/2012	Touch screen for recording studio	$3,231.39	$3,231.39	EOVALUE	
26	3/27/2012	48	3/14/2012	Green Backlit DTMF Decoder	$1,355.79	$1,355.79	EOVALUE	
29	3/27/2012	22	3/7/2012	AVI COR 006 ASI 9,10.12.and 15	$88,602.32		EOVALUE	$69,953.39
30		23.1	3/2/2012	Remainder of COR 23	$51,495.13	$45,690.66	EOVALUE	
31		26	1/31/2012	ADA ramp at parking lot	$3,283.17		CODE	$3,283.17
32	3/27/2012	29	2/1/2012	Court room cue	$2,128.00	$2,128.00	EOVALUE	
33		32	2/1/2012	Site Filters	$2,116.80		OAS/ED	$2,116.80
34	3/27/2012	34	2/1/2012	ASI 35 Deducts	-$7,586.00	-$8,496.32	CTRCREDIT	
35	3/27/2012	41	3/7/2012	Credit Blood Oath & Elevator flooring ASI 35	-$7,962.00	-$8,917.44	CTRCREDIT	
36	3/27/2012	39	3/7/2012	Pacific Studios Various Work	$47,485.76	$47,485.76	EOVALUE	
37		40	3/7/2012	Courtroom mirror	$392.00		EONOVALUE	$392.00
38		42	3/7/2012	T/M PRG additional time	$2,520.00	$2,520.00	EOVALUE	
39		43	3/7/2012	CES costs on fire strobe relocations	$2,678.37	$2,678.37	CODE	
40		44	3/7/2012	Add chain and red warning line on loading dock	$313.60		CODE	$313.60
41		45	3/7/2012	relocate trash receptacles in restrooms	$224.00		OAS/ED	$224.00
42		46	3/13/2012	T/M Hardy Paint & Drywall	$784.35		UNFORESEEN	$784.35
43	3/27/2012	47	3/13/2012	AVICOR #9 ASI 33 Changes	$1,641.19	$1,641.19	EONOVALUE	
44				Gallagher Credit and Add	$40,078.00		EONOVALUE	$40,078.00
45		8	9/30/2011	Delay from handover revised 3/23	$158,772.03		EONOVALUE	$141,992.00
46		52	3/29/2012	Credit for OZOLOC Flooring	$3,000.00	-$3,360.00	CTRCREDIT	
					$1,319,275.14	$1,057,041.09		$263,287.02

Completed Change Orders To Date	- Exhibit Preparation:	-$1,057,041.09
Contingency	- Exhibit Preparation:	$1,063,200.00
Pending Funds	- Exhibit Preparation:	-$263,287.02
Contract MOD for Funds Needed	- Exhibit Preparation:	-$257,128.11

Design Drawings and Deficiencies	**$526,260.29**
Owner directives	**$422,872.37**
Unforseen	**$107,908.43**
	$1,057,041.09

4/3/2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve award of Modification No. 6 to Contract No. 060266-DK for State Legislative Consulting Services - Office of Administrative Services - Award recommended to: OSTROVSKY AND ASSOCIATES ($139,000 - General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $139,000
Funding Source: General Fund
Dept./Division: Administrative Services

PURPOSE/BACKGROUND:
This contract provides for technical assistance and legislative advocacy on behalf of the City for State legislative matters. Ostrovsky and Associates has been providing these services to the City since 2002. This Modification extends the contract period of performance through June 30, 2013. This item is exempt from competitive bidding pursuant to NRS 332.115.1 (b), Professional Services.

PCC: E. Vandyck
POC: Robert Ostrovsky - (702) 255-7183

RECOMMENDATION:
That City Council approve award of Modification No. 6 to Contract No. 060266-DK to Ostrovsky and Associates in the amount of $139,000 for the period of July 1, 2012 through June 30, 2013, with options to renew the contact through June 30, 2016 at an estimated cost of $478,400. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 6 to Contract No. 060266-DK
2. Certificate – Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 6
State Legislative Consulting Services

THIS MODIFICATION No. 6 is being entered into this _____ day of _____, 2012, 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 St, Las Vegas, Nevada 89101, and OSTROVSKY AND ASSOCIATES (hereinafter the "Company") having its principal office at 2328 Delina Drive, Las Vegas, Nevada 89134.

The purpose of this Modification is to amend the contract performance period through June 30, 2013. This modification also provides the option for renewal periods every six months through June, 30 2016.

The Contract between the City and the Company dated June 21, 2006, with its ensuing Modifications, is hereby modified as follows:

1. **Paragraph B-3 Prices/Costs.** Increase contract amount by One Hundred Thirty Nine Thousand Dollars ($139,000.00) to a total of $855,825.38

ADD: The following lines to the table in Section B-3

Item No.	Description	Time Period	Amount/ Month
13	Consulting Services – Company	July 1, 2012 – December 31, 2012	$6,150.00
13a	Consulting Service – Subcontractor		$3,050.00
14	Consulting Services – Company	January 1, 2013 – June 30, 2013	$8,200.00
14a	Consulting Service – Subcontractor		$4,100.00
15	Consulting Services – Company	July 1, 2013 – December 31, 2013	$4,600.00
15a	Consulting Service – Subcontractor		$2,300.00
16	Consulting Services – Company	January 1, 2014 – June 30, 2014	$4,600.00
16a	Consulting Service – Subcontractor		$2,300.00
G	Reimbursable Expenses	July 1, 2012 – June 30, 2013	$10,000.00
H	Reimbursable Expenses	July 1, 2013 – June 30, 2014	$5,000.00
17	Consulting Services – Company	July 1, 2014 – December 31, 2014	$6,150.00
17a	Consulting Service – Subcontractor		$3,050.00
18	Consulting Services – Company	January 1, 2015 – June 30, 2015	$8,200.00
18a	Consulting Service – Subcontractor		$4,100.00
19	Consulting Services – Company	July 1, 2015 – December 31, 2015	$4,600.00
19a	Consulting Service – Subcontractor		$2,300.00
20	Consulting Services – Company	January 1, 2016 – June 30, 2016	$4,600.00
20a	Consulting Service – Subcontractor		$2,300.00
I	Reimbursable Expenses	July 1, 2014 – June 30, 2015	$10,000.00
J	Reimbursable Expenses	July 1, 2015 – June 30, 2016	$5,000.00

2. **B-5 Performance Period**.

ADD:
In accordance with the terms outlined in Modification 1 to this Contract, the parties mutually agree to extend the performance of this Contract through June 30, 2013. The City reserves the right to exercise an option to extend the Contract for up to seven (7) additional six-month renewal periods. Exercise of one option period does not commit the City to further extensions. The City will notify the Company in writing of any exercise of an option period.

3. **General.** In the event of any conflict between the Contract, as previously modified and this modification, the provisions of Modification No. 6 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 6 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-2-12
Deputy City Attorney Date

OSTROVSKY & ASSOCIATES

ROBERT A. OSTROVSKY, President

"Company"

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 with the City of Las Vegas.

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description Subject Matter of Contract/
Name: OSTROVSKY & ASSOCIATES	State Legislative Consulting Services
Address: 3328 DEL MAR DR.	
Telephone: 702-255-7183	
EIN or DUNS: 86-0849080	RFP#

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Robert Ostrovsky Pres	2328 Delina Dr	702-255-7183
2.	Linda Ostrovsky VP	2328 Delina Dr	702-255-7183
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

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.

W Stuwsley
Name

5/2/12
Date

Subscribed and sworn to before me this 2 day of May, 2012

Notary Public

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Oct. 25, 2014

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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Address: 3328 DEL MAR DR	
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☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

W O Stuesley
Name

5/2/12
Date

Subscribed and sworn to before me this 2 day of May, 2012

Kim Barrera
Notary Public

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Oct. 25, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:

For possible action to approve award of Agreement No. 120147-TF, Prime Design Services Agreement for Sewer Rehabilitation Group H for 88 manholes in Lake Mead Boulevard from Rancho Drive to Hills Center Drive and Hills Center Drive to Summerlin Parkway - Department of Public Works - Award Recommended to: BLACK & VEATCH CORPORATION ($775,000 - Sanitation Enterprise Fund) - Wards 1, 2, 4 and 5 (Tarkanian, Beers, Anthony and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $775,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

Consultant services for this Agreement include the design for the miscellaneous repair or replacement of approximately 23,000 feet of 21 to 27 inch sanitary sewer and 88 manholes in Lake Mead Boulevard from Rancho Drive to Hills Center Drive and Hills Center Drive south to Summerlin Parkway. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1 (b), Professional Services.

PCC: T. Fernandez
POC: James Morely - (702) 732-0448

RECOMMENDATION:

That City Council approve award of Agreement No. 120147-TF, Prime Design Services Agreement for Sewer Rehabilitation Group H to Black & Veatch Corporation in the amount of $775,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 120147-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT

FOR

SEWER REHABILITATION GROUP H

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 **BLACK & VEATCH**, (the "Consultant"), a **Corporation**, whose address is **4040 South Eastern Avenue, Las Vegas, NV 89119** .

W I T N E S S E T H:

WHEREAS, the City intends to construct the **Sewer Rehabilitation** Group H (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 hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently 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_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 4/26/12
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
James P. Morley, P.E., Black & Veatch

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
Recent assessment televising of aging sewer and manholes has revealed defects which indicate potential for failure. The City has identified the follow rehabilitation work:

- Design for the rehabilitation of approximately 1 manhole in Lake Mead Blvd from Ranch Drive to Decatur Blvd
- Design for the rehabilitation of approximately 13,375 feet of 21 thru 27 inch unlined reinforced concrete sewer and approximately 40 manholes in Lake Mead Blvd from Decatur Blvd to Tenaya Way
- Design for the rehabilitation of approximately 9577 feet of 21 inch unlined reinforced concrete sewer and approximately 20 manholes in Lake Mead Blvd from Tenaya Way to Rampart Blvd
- Design for the rehabilitation of approximately 8 manholes in Lake Mead Blvd from Rampart Blvd to Hills Center Drive
- Design for the rehabilitation of approximately 4 manholes in Springfield Street from Lake Mead Blvd to Glenside Drive
- Design for the rehabilitation of approximately 2 manholes in Glenside Drive from Springfield Street to Hillpoint Road
- Design for the rehabilitation of approximately 1 manhole in Bald Eagle
- Design for the rehabilitation of approximately 3 manholes in Hills Center Drive from Lake Mead Blvd to Village Center Circle
- Design for the rehabilitation of approximately 9 manholes in North Town Center from Village Center Circle to Covington Cross Drive

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **$0.00**

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:
100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4.1.5 Manual on Uniform Traffic Control Devices
100.4.1.6 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition

100.4.1.8 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.9 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.10 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.11 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

100.6.6 The Consultant shall insure that the new design work contains no asbestos containing building materials of any kind.

100.6.7 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.

100.6.8 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.

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

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

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

100.6.11 CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

100.6.12 Plan and Special Provision Production and Submission

100.6.12.1 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.

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

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

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

100.6.12.5 Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or

the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.6.13 Cost Estimates

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

100.6.14 Construction Change Orders

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

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

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

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

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Agreement.

100.6.15.1 Article 101 – Preliminary and General Items

100.6.15.2 Article 102 – 30% Design Phase

100.6.15.3 Article 103 – 90% Design Phase

100.6.15.4 Article 104 – 100% Design Phase

100.6.15.5 Article 105 – Construction Phase

100.6.15.6 Article 106 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately thirteen (13) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a bi-weekly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within three business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative (an email to the City's Project Manager of the draft minutes in Microsoft Word format is acceptable). The Consultant shall prepare and distribute final meeting minutes to all attendees after the draft meeting minutes are approved by the City's Representative.

101.2.4 Deliverables: Design Progress/Coordination Meeting Agenda and copies for distribution at Design Progress/Coordination Meetings; Design Progress/Coordination Meeting Minutes.

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform utility potholes, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

101.3.1.2 Clark County Department of Public Works

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

101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

101.3.1.5 Freeway and Arterial System of Transportation ("FAST")

101.3.1.6 Utility providers, including but not limited to, NV Energy, CenturyLink, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

101.3.1.7 Nevada Department of Transportation ("NDOT") and

101.3.1.8 Other local and state agencies as required.

101.3.2 Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 90% and 100% Pre-Final submittals.

101.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final Mylar prints prior to submitting to the City of Las Vegas.

101.3.6 Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

101.3.7 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

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

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 90% and 100% Pre-Final); and final Mylar's with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project :

101.4.2.1 NDOT Encroachment Permit

101.4.2.2 Clark County Offsite Permit

101.4.2.3 City of Las Vegas Encroachment Permit

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of require permits; correspondence; preparation of permit applications.

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

102.1.1 Control Survey. City will provide Consultant an electronic copy of Control Survey data for the Group H project limits. Consultant will review data provided prior to incorporating it into contract documents. Control surveys provided by the City for the project will include all necessary

aerial panels and information establishing a ground coordinate system. The control survey provided by the City will be tied to the City's established horizontal and vertical control network. Existing monuments within the project limits will be tied into this control network. GIS and Google Earth will be used to supplement the City provided information as necessary.

102.1.2 Design Survey. The Consultant will provide field survey for approximately 88 manhole rims and inverts.

102.1.2.1 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

102.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will show existing property lines and label all lots with the APN on the drawing plan view. Property lines shown on the drawings are for "illustration representation" only.

102.3 Records Review, Information Research and Analysis of Data

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

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

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3.4 The Consultant will conduct flow monitoring of the sanitary sewer pipelines. Flow monitoring will be for a minimum of seven days and located in six (6) locations to allow Consultant to design a flow bypassing system adequate to bypass 100% flows allowing for rehabilitation of the system. Consultant to provide two copies of the flow monitoring report.

102.3.5 The Consultant will review the video inspection recordings of the pipeline and manholes. The consultant will provide written Technical Memorandum to either support the findings of the City's Sanitary Sewer Condition Evaluation Report or provide alternative recommendations. It is assumed that the rehabilitation work requires no pipe or manhole replacement due to structural failure. If existing conditions are found to sufficiently degraded to the point where relining was not recommended, that design of structural rehabilitation or replacement of the deficient items would be provided under the supplemental services portion of the agreement.

102.4 30% Design Phase Submittal

102.4.1.1 30% Design Phase Plans – The 30% plans are to be prepared for the overall limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer). It is anticipated that up to 2000 feet plan view will be shown on plan sheets. No profile or topography (contours) will be provided on the plan sheets. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale. Plans will incorporate all necessary drawings to accurately construct the project to include but not be limited to: general sheets, legends, abbreviations, schedules, pipeline plan view drawings, and standard rehabilitation details.

102.4.2 Deliverables: Submit two (2) full size sets (24″ X 36″) and seven (7) half size sets (11″ X 17″) of the 30% Design Phase Plans to the City; Submit two (2) full size sets (24" X 36") of the 30% Design Phase Plans to the Clark County; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review. Submit two (2) Flow Monitoring Reports.

102.4.3 30% Design Phase Construction Cost Estimate – a Project cost estimate broken out by bid item shall be prepared by the Consultant.

102.4.3.1 Deliverables: Submit two 30% cost estimates to the City in both hard copy and electronic format (MS Excel spreadsheet; PDF format will not be accepted).

102.4.4 **30% Design Phase Special Provisions** – The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 30% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

102.4.4.1 Deliverables: Submit four (4) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to Clark County.

102.5 **Walk-Through.** After submittal of the 30% Design, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

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

102.6 **CMAR Coordination** - Consultant shall coordinate with the selected CMAR contractor for an in-house design review with the City. CMAR coordination will consist of a meeting with the contractor in order to answer any questions and resolve any design issues. The CMAR contractor will perform a Bidability and Constructability (B&C) review of the 30% submittal; Consultant will be responsible to address comments and provide a comment response matrix generated from the B&C review.

ARTICLE 103: 90% DESIGN PHASE

103.1 90% Design Phase Submittal

103.1.1 **90% Design Phase Plans** – This submittal will include further refinement of the 30% plans (including any necessary structural details) to reflect 90% completion and response to 30% comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include construction and right-of-way lines. The assessor parcel number shall be shown. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. Plans shall incorporate all necessary drawings to accurately bid and construct the project to include but not be limited to: general sheets, legends, abbreviations, schedules, pipeline plan view drawings, temporary bypass pumping drawings, and standard rehabilitation details.

103.1.1.1 Deliverables: Submit two (2) full size sets (24" X 36") and seven (7) half size set (11" X 17") of the 90% Design Phase Plans to the City; Submit two (2) full size sets (24" X 36") of the 90% Design Phase Plans to the Clark County; Submit 90% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

103.1.2 **90% Design Phase Construction Cost Estimate** - a Project cost estimate broken out by bid item shall be prepared by the Consultant.

103.1.2.1 Deliverables: Submit two 90% cost estimates to the City in both hard copy and electronic format (MS Excel spreadsheet; PDF format will not be accepted).

103.1.3 **90% Design Phase Special Provisions** - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

103.1.4 Deliverables: Submit four (4) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to the Clark County.

103.2 **CMAR Coordination** - Consultant shall coordinate with the selected CMAR contractor for an in-house design review with the City. CMAR coordination will consist of a meeting with the contractor in order to answer any questions and resolve any design issues. The CMAR contractor will perform a Bidability and Constructability (B&C) review of the 90% submittal; Consultant will be responsible to address comments and provide a comment response matrix generated from the B&C review.

ARTICLE 104: 100% DESIGN PHASE

104.1 100% Design Phase Submittal

104.1.1 The 100% submittal shall include all the elements of Article 102 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal and respond to 90% comments. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City and City of North Las Vegas; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (Mylar) submittal.** Consultant shall submit a pre-Mylar bond set of the final plans before preparing Mylars for this project. Plan set Mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, and funding source will be submitted as a Microsoft Excel Worksheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required.

104.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit seven copies of the half scale plans, two full size plans, four copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of the half scale plans, bound Special Provisions to Clark County. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

104.1.2 Deliverables for the 100% Final (Mylar) Submittal: One set of 24" X 36" Mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate to Clark County. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2004 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

104.1.3 CMAR Coordination - Consultant shall coordinate with the selected CMAR contractor for an in-house design review with the City. CMAR coordination will consist of a meeting with the contractor in order to answer any questions and resolve any design issues. The CMAR contractor will perform a Bidability and Constructability (B&C) review of the 100% submittal; Consultant will be responsible to address comments and provide a comment response matrix generated from the B&C review.

ARTICLE 105: CONSTRUCTION PHASE

105.1 Pre-Construction Meeting

105.1.1 The Consultant shall attend the pre-construction meeting.

105.2 Submittal Review

105.2.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; review Contractor's submittals (such as value engineering items, sample products, etc.) (assume up to 15 submittals).

105.3 Construction Support Services

105.3.1 The Consultant shall provide the following support services during the construction phase of the project:
105.3.1.1 Project Site Visits to examine construction work (assume up to 4 visits)
105.3.1.2 Attend construction progress meetings, as necessary (assume 5 progress meetings)
105.3.1.3 Respond to Contractor's Request for Information (RFI) (assume 6 RFIs)
105.3.1.4 Additional Design as needed to address RFIs
105.3.1.5 Assist with the processing of change orders (assume up to 3)
105.3.1.6 Attend final walk-through
105.3.1.7 Assist with the punch list preparation

ARTICLE 106: POST CONSTRUCTION PHASE

106.1 Record Drawings

106.1.1 Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and coordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) reproducible mylar form to the City.

106.1.2 Deliverables: As-builts

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

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

200.3 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

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

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

ARTICLE 301: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	70	
90% DESIGN PHASE	60	
100% DESIGN PHASE	45	
CONSTRUCTION PHASE	360	
POST CONSTRUCTION PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**565**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

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

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$775,000.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

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

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$692,603.00	

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

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

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

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

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Principal	Project Manager	Engineering Manager	Project Engineer	Cadd Technician	Sr. Cadd Technician	C. A. Engineer	QC	Estimator	Clerical / Admin	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$225	$215	$166	$139	$136	$159	$205	$205	$144	$79			
101	PRELIMINARY AND GENERAL ITEMS													
101.1	Project Management (assume 18 months (8 design + 12 Const)) (SHG)	72	200	80	0	0	8	0	0	0	180	540	$7,008.00	$94,980.00
101.2	Kick-Off Meeting and Progress Meetings (SHG)	4	8	44	44	0	0	0	0	0	20	120	$3,212.00	$20,832.00
101.3	Utility and Agency Coordination (Coordination by SHG)	0	4	24	0	0	0	0	0	0	8	36	$5,712.00	$11,188.00
101.4	Project Permits (CCPW/NDOT/CLV Encroachment Permits (Permits by SHG)	0	4	12	0	0	0	0	0	0	8	24	$5,960.00	$9,444.00
101	Subtotal Hours	76	216	160	44	0	8	0	0	0	216	720		
101	Subtotal Fee	$17,100.00	$46,440.00	$26,560.00	$6,116.00	$0.00	$1,272.00	$0.00	$0.00	$0.00	$17,064.00		$21,892.00	$136,444.00
102	30% DESIGN PHASE													
102.1.1	Control Survey (review City provided survey data)	0	4	12	8	0	12	0	0	0	0	36		$5,872.00
102.1.2	Design Survey (88 manholes inverts) (survey by VTN)	0	2	8	8	0	0	0	0	0	0	14	$12,200.00	$14,460.00
102.2.1	Right-of-Way	0	2	4	0	0	24	0	0	0	0	30		$4,910.00
102.3	Records Review, Information Research and Analysis of Data	2	4	40	20	0	0	0	0	0	4	70		$11,046.00
102.3.4	Flow Monitoring (6 locations) (monitoring by V&A)	0	4	4	8	0	0	0	0	0	0	16	$19,000.00	$21,636.00
102.3.5	TM - Review of Video Inspection Recording	1	2	8	0	0	0	32	0	0	8	51		$9,175.00
102.4	30% Design Phase Submittal													
102.4.1.1	30% Design Phase Plans (~ 53 dwgs. survey provided w/o utilities)(SHG)	4	24	100	100	300	80	0	8	0	80	676	$5,564.00	$100,444.00
102.4.3	30% Design Cost Estimate	0	2	4	12	0	0	0	2	60	0	80		$11,812.00
102.4.4	30% Design Special Provisions	1	8	40	80	0	0	0	8	0	80	217		$27,665.00
102.5	30% Walk Through (SHG)	0	4	8	16	0	0	0	0	0	8	36	$564.00	$5,628.00
102.6	30% CMAR Coordination (SHG)	2	8	20	8	40	0	0	0	0	8	86	$1,168.00	$13,842.00
102	Subtotal Hours	10	64	246	256	340	96	32	18	60	188	1,312		
102	Subtotal Fee	$2,250.00	$13,760.00	$40,836.00	$35,862.00	$46,240.00	$15,264.00	$6,560.00	$3,690.00	$8,640.00	$14,852.00		$38,536.00	$226,490.00
103	90% DESIGN PHASE													
103.1.1	90% Design Phase Plans (theoretical traffic control support by SHG)	5	28	56	120	300	40	0	16	0	80	645	$6,168.00	$98,049.00
103.1.2	90% Design Cost Estimate	0	2	8	8	0	0	0	2	80	0	80		$11,920.00
103.1.3	90% Design Special Provisions	1	8	24	80	0	0	0	16	0	80	209		$28,649.00
103.2	90% CMAR Coordination (SHG to support traffic control discussions)	4	24	40	16	40	0	0	0	0	16	140	$1,168.00	$22,796.00
103	Subtotal Hours	10	62	128	224	340	40	0	34	60	176	1,074		
103	Subtotal Fee	$2,250.00	$13,330.00	$21,248.00	$31,136.00	$46,240.00	$6,360.00	$0.00	$6,970.00	$8,640.00	$13,904.00		$7,336.00	$157,414.00
104	100% DESIGN PHASE													
104.1.1	100% Plans, Spec's, Cost Estimate (theoretical traffic control support by SHG)	2	28	84	100	120	8	0	12	12	40	406	$6,168.00	$85,422.00
104.1.1.1	100% Pre-Final (Bond)	0	0	2	4	24	0	0	0	0	8	38		$4,784.00
104.1.2	100% Final (Mylar) (Utility Signatures)	0	0	2	40	24	0	0	0	0	8	74		$9,788.00
104.1.3	100% CMAR Coordination (SHG to support traffic control discussions)	4	16	40	16	40	0	0	0	0	4	120	$1,168.00	$20,128.00
104	Subtotal Hours	6	44	128	160	208	8	0	12	12	60	638		
104	Subtotal Fee	$1,350.00	$9,460.00	$21,248.00	$22,240.00	$28,288.00	$1,272.00	$0.00	$2,460.00	$1,728.00	$4,740.00		$7,336.00	$100,122.00
105	CONSTRUCTION PHASE													
105.1	Pre-Construction Meeting	0	4	4	4	0	0	0	0	0	0	12		$2,080.00
105.2	Submittal Review	0	8	32	20	0	0	0	0	0	15	75		$10,997.00
105.3	Construction Support Services	8	44	80	80	40	0	0	0	0	40	292	$250.00	$44,510.00
105	Subtotal Hours	8	56	116	104	40	0	0	0	0	55	379		
105	Subtotal Fee	$1,800.00	$12,040.00	$19,256.00	$14,456.00	$5,440.00	$0.00	$0.00	$0.00	$0.00	$4,345.00		$250.00	$57,587.00
106	POST CONSTRUCTION PHASE													
106.1	Record Drawings	0	2	8	16	60	8	0	0	0	8	102	$500.00	$14,546.00
106	Subtotal Hours	0	2	8	16	60	8	0	0	0	8	102		
106	Subtotal Fee	$0.00	$430.00	$1,328.00	$2,224.00	$8,160.00	$1,272.00	$0.00	$0.00	$0.00	$632.00		$500.00	$14,546.00
	Total Basic Services Hours	110	444	786	808	988	160	32	64	132	703	4,225		
	Total Basic Services Fee	$24,750.00	$95,460.00	$130,476.00	$112,034.00	$134,368.00	$25,440.00	$6,560.00	$13,120.00	$19,008.00	$55,537.00		$75,850.00	$692,603.00

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$82,397.00	See list below.

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

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

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

402.4.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

402.4.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

402.4.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

402.4.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.

402.4.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

402.4.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.

402.4.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

402.4.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

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

402.4.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

402.4.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

402.4.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

402.4.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

402.4.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

402.4.18 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.

402.4.19 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

402.4.20 **Structural** – As required by the City, Consultant shall provide additional structural design.

402.4.21 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

402.4.22 **Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.

402.4.23 **Survey** – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.

402.4.24 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

402.4.25 Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

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

402.4.27 Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	$0.00	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Project Principal	$225	Per Hour
Project Manager	$215	Per Hour
Engineering Manager	$166	Per Hour
Project Engineer	$139	Per Hour
Cadd Technician	$136	Per Hour
Sr. Cadd Technician	$159	Per Hour
Condition Assessment (C.A.) Engineer	$205	Per Hour
Quality Control (QC)	$205	Per Hour
Estimator	$144	Per Hour
Clerical/Admin	$79	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

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

SUBCONSULTANT #1 SLATER HANIFAN GROUP	RATE	UNIT
Director	$180	Per Hour
Senior Project Manager	$162	Per Hour
Project Manager	$146	Per Hour
Assistant Project Manager	$130	Per Hour
Technician / CADD Operator	$92	Per Hour
Clerical	$52	Per Hour

SUBCONSULTANT #2 VTN NEVADA	RATE	UNIT
Survey Manager	$150	Per Hour
Survey Crew	$210	Per Hour
Survey Technician	$115	Per Hour

SUBCONSULTANT #3 V&A ENGINEERING	RATE	UNIT
Project Manager	$200	Per Hour
Senior Project Engineer	$180	Per Hour
Project Engineer	$160	Per Hour
Engineering Assistant	$108	Per Hour
Clerical	$75	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

502.3 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.

502.4 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.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Principal	Project Manager	Engineering Manager	Project Engineer	Cadd Technician	Sr. Cadd Technician	C. A. Engineer	QC	Estimator	Clerical / Admin	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$225	$215	$166	$139	$136	$159	$205	$205	$144	$79			
	ADDITIONAL SERVICES													
	Additional Design Services	20	40	60	20	100	60	20	20	10	60	410	$19,037.00	$82,397.00
	Total Additional Services - Hours	20	40	60	20	100	60	20	20	10	60	410		
	Total Additional Services - Fee	$4,500.00	$8,600.00	$9,960.00	$2,780.00	$13,600.00	$9,540.00	$4,100.00	$4,100.00	$1,440.00	$4,740.00		$19,037.00	$82,397.00

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

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

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

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

503.4 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Agreement, and may otherwise only be authorized as reimbursable expenses by written amendment to this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Rosa Cortez, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Jeremy Leavitt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Maylinn Rosales, P.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: James P. Morley, P.E.

601.1.3 PROJECT MANAGER: Steve Henness, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: James P. Morley

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: NV 11293

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 FIELD SURVEY: VTN Nevada

602.1.2 UTILITY & PERMIT COORDINATION: Slater Hanifan Group

602.1.3 FLOW MONITORING: V&A

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	**Black & Veatch Corporation**
Address	**4040 S. Eastern Avenue, #330** **Las Vegas, NV 89119**
Telephone	**702/732-0448**
EIN or DUNS	**43-1833073**

Block 2 Description

Subject Matter of Contract/Agreement:

Sewer Rehabilitation Group H

RFP #: N/A

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.	Black & Veatch Corporation is a wholly owned subsidiary of Black & Veatch Holding Company (BVHC). BVHC is a privately held company with less than 400 shareholders. The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds approximately 80% of the common shares of BVHC. The ESOP shares are held in trust and registered to the program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP trust is confidential and not available to the Company without prior written consent from the individual; however, shareholdings are broadly dispersed among the 6,000 employee participants. Aside from the ESOP, only one individual currently holds over 1% of the common shares of BVHC. Len Rodman, CEO and Director, who holds approximately 6%. The Business Address and phone number is: 8400 Ward Parkway, Kansas City, MO 64114, (913) 458 – 2000.		
2.			
3.			
4.			
5.			
6.			

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: N/A

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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

Name

5/4/12

Date

Subscribed and sworn to before me this 05th day of April, 2012

Jasbir Swatch

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JASBIR SWATCH
No: 09-10982-1
My Appointment Expires Sept. 26, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve Modification No. 2 to Contract No. 110174-PH, Outreach Coordinator for Nevada Retrofit Initiative – Office of Administrative Services - Award recommended to: PURDUE MARION AND ASSOCIATES CORPORATION ($31,000 - Multipurpose Special Revenue Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $31,000
Funding Source: Multipurpose SRF
Dept./Division: Administrative Services

PURPOSE/BACKGROUND:
This amendment provides additional grant funding to conduct outreach events with major southern Nevada employers to increase resident participation in the Nevada Retrofit Initiative which is a primary component of the City's sustainability program.

PCC: E. Vandyck
POC: William Marion - (702) 222-2362

RECOMMENDATION:
That City Council approve award of Modification No. 2 to Contract No. 110174-PH, Outreach Coordinator for Nevada Retrofit Initiative to Purdue Marion and Associates Corporation in the total amount of $31,000 bringing the total Agreement amount to $497,400. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 2 to Contract No. 110174-PH
2. Certificate – Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 2
FOR OUTREACH COORDINATOR FOR THE NEVADA RETROFIT INITIATIVE

THIS MODIFICATION No. 1 is being entered into this _____ day of _____, 2012, 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 St, Las Vegas, Nevada 89101, and PURDUE MARION AND ASSOCIATES CORPORATION (hereinafter the "Company") having its principal office located at 3455 Cliff Shadows Parkway, Suite 190, Las Vegas, Nevada 89129.

The purpose of the Modification is to add additional grant funding in the amount of $31,000 for outreach events to increase resident participation in the Nevada Retrofit Initiative.

The Contract between the City and the Company dated September 28, 2011 is hereby modified as follows:

1. **Increase Contract Amount**

REFERENCE: Section B-3 Prices/Costs

INCREASE: the total contract amount from $466,400 to $497,400

DELETE: 5 (d) Event Costs Not To Exceed $85,400

REPLACE WITH: 5 (d) Event Costs Not To Exceed $116,400

2. **General.**

In the event of any conflict between the Contract and this modification, the provisions of Modification No. 2 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-2-12
Deputy City Attorney Date

PURDUE MARION AND ASSOCIATES CORPORATION

WILLIAM MARION, Principal

"Company"

Contract No. 110174-PH
Outreach Coordinator for Nevada Retrofit Initiative
Attachment 1

ATTACHMENT 1
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the Southern Nevada Regional Housing City.

"Board" means the governing body of the City.

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

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

2. Background

In order to avoid any appearance of impropriety, Contracting Entities seeking to enter into certain contracts or agreements with the City must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	Block 2 Description
	Outreach Coordinator for Nevada Retrofit Initiative
Name Purdue Marion & Associates	
Address 3455 Cliff Shadows Pkwy #190 Las Vegas, NV 89129	
Telephone 702.222.2362	
EIN or DUNS 121517184	**CONTRACT# 110174-PH**

Block 3 Type of Business

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

Contract No. 110174-PH
Outreach Coordinator for Nevada Retrofit Initiative
Attachment 1

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.	Lynn Purdue	3455 Cl. Ct. Shadows #150 Las Vegas, NV 89129	702.222.2362
2.	William Marion	Same as Above	Same as Above
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

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

Sept. 1, 2011
Date

Subscribed and sworn to before me this 1 day of September 2011

_____
Notary Public

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 99-35681-1
MY APPT. EXPIRES MAR. 1, 2015

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve Modification No. 7 to Contract No. 070370-DK, Environmental Management Consulting Services in connection with the Symphony Park site construction activities, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. - Award recommended to: KLEINFELDER WEST, INC. ($70,000 - General Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $70,000
Funding Source: General CPF
Dept./Division: City Parkway V, Inc.

PURPOSE/BACKGROUND:
On June 22, 2007 Contract No. 070370-DK was awarded to Kleinfelder West, Inc. in the amount of $100,000 to provide environmental management consulting services to assist in the identification, assessment and remediation of properties located in the Symphony Park area. This modification extends the term of the contract through September 2013 to support continuing development projects in this area. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman
POC: Dave Salter - (702) 736-2936

RECOMMENDATION:
That City Council approve Modification No. 7 to Contract No. 070370-DK, Environmental Management Consulting Services to Kleinfelder West, Inc. in the amount of $70,000. Authority to execute the Modification is given to the President of City Parkway V, Inc.

BACKUP DOCUMENTATION:
1. Modification No. 7 to Contract No. 070370-DK
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 7
ENVIRONMENTAL MANAGEMENT CONSULTING SERVICES

This MODIFICATION No. 6 is being entered into this _____ day of _____, 20___, by and between CITY PARKWAY V, INC. (hereinafter "CPV"), a non-profit corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and KLEINFELDER WEST INC. (hereinafter the "Company") having its principal office at 6380 South Polaris Ave., Las Vegas, Nevada 89118.

The Contract between the City and the Company dated June 22, 2007, as subsequently modified, is hereby modified as follows:

1. B-4 Performance Period / Delivery Schedule. Extend the Contract performance period.

In accordance with Contract terms, the parties mutually agree to extend the performance period of this Contract through September 30, 2013.

2. B-3 Prices / Costs

DELETE:
This Contract provides for payment of services performed by the Company at fixed labor rates and for fixed laboratory and analytical fees, with payments limited to a not-to-exceed amount of Six Hundred Twenty Thousand Dollars ($620,000.00).

REPLACE WITH:
This Contract provides for payment of services performed by the Company at fixed labor rates and for fixed laboratory and analytical fees, with payments limited to a not-to-exceed amount of Six Hundred Ninety Thousand Dollars ($690,000.00).

3. General

In the event of any conflict between the Contract, as previously modified and this modification, the provisions of Modification No. 7 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 7 to be executed by their duly authorized representatives.

CITY PARKWAY V, INC.

ELIZABETH N. FRETWELL, President

"CPV"

ATTEST:

SCOTT D. ADAMS, Secretary/Treasurer

APPROVED AS TO FORM:

John S. Ridilla 5/3/12
Date

John S. Ridilla
Deputy City Attorney

KLEINFELDER WEST INC.

STEVEN MYERS, Vice President

"Company"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
Name **KLEINFELDER**	**Environmental Management Consulting Services**
Address **6380 S. Polaris Ave., Las Vegas, NV 89118-3821**	
Telephone **702-736-2936**	
EIN or DUNS **19 477 9724**	**Contract # 070370-DK**

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	PLEASE SEE ATTACHED SHEET		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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.

Robert C. Cromwell
Name

4-28-09
Date

Subscribed and sworn to before me this 28th day of April, 2009

Dawn Gess
Notary Public

DAWN GESS
Notary Public - State of Nevada
Appointment Recorded in Clark County
No: 08-7532-1 - Expires August 5, 2012

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

FULL NAME/TITLE	TITLE	BUSINESS ADDRESS	BUSINESS PHONE
David O. Cook	Sr. Principal Professional	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Mark A. Loes	Sr. Client Manager	7802 Barton Lenexa, KS 66214	913-962-0909
William C. Gates	Sr. Principal Professional	14710 NE 87th St., #100 Redmond, WA 98052	425-636-7900
Louise M. D'Amico	Vice President – Business Admin.	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Robert A. Martin	Regional Manager	2001 Arch-Airport Rd., #100 Stockton, CA 95206	209-948-1345
Michael M. Shiflett	Sr. Program Manager	6850 Manhattan Blvd., #300 Fort Worth, TX 76120	817-429-6692
Mark K. Paris	Sr. I.S. Manager	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Richard C. Wells	Vice President – Corporate Business Development	313 Gallimore Dairy Road Greensboro, NC 27409-9724	336-668-0093
Michael F. Majchrzak	Vice President – Project Management	4670 Willow Road, #100 Pleasanton, CA 94588	925-484-1700
Jeffrey R. Vinson	Area Manager II	313 Gallimore Dairy Road Greensboro, NC 27409-9724	336-668-0093
N. Fred Schafer	Vice President – Corporate Business Development	4670 Willow Road, #100 Pleasanton, CA 94588	925-484-1700
Russell O. Carey	Chief Admin. Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000
Gerald J. Salontai	Retired Chief Executive Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000
Stephen S. Boll	Vice President – Corporate Business Development	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Michael P. Kesler	Marketing Manager	43174 Business Park Dr., #103 Temecula, CA 92590	951-506-1488
John S. Lohman	Regional Manager	1826 Kramer Lane, #M Austin, TX 78758	512-926-6650
Thomas C. Ries	Retired Principal Professional	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Donald L. Pomeroy	Division Manager	30 Porter Road Littleton, MA 01460	978-486-0060
Kevin E. Pottmeyer	Sr. Vice President	16017 N. Florida Ave., #104 Lutz, FL 33549	813-887-3900
John Moossazadeh	Division Manager	5015 Shoreham Place San Diego, CA 92122	858-320-2000
Russell E. Erbes	Sr. Vice President	10044 Granite Hills Drive Parker, CO 80134	303-840-4571
John A. Baker	Sr. Vice President – Project Management	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Bartlett W. Patton	Sr. Vice President – Project Management	8 Pasteur, #190 Irvine, CA 92618	949-727-4466
William C. Siegel	Chief Executive Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve award of Contract No. 120032-PH, Licensing and Maintenance of Inform Public Sector (Hansen) Software Products - Department of Information Technologies - Award recommended to: INFOR GLOBAL SOLUTIONS, INC. ($310,000 - Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $310,000
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
On June 21, 2000 City Council approved award of a contract to Hansen Information Technologies, Inc. to purchase and install an enterprise suite of software and provide support and maintenance for that software. Hansen Information Technologies has since been acquired by Infor Global Solutions. This contract amends and restates the 2000 licensing, support and maintenance agreement and provides for the purchase of new software for the Business Licensing division.

PCC: P. Hoffman
POC: Carlos Thomas - (916) 719-5813

RECOMMENDATION:
That City Council approve award of Contract No. 120032-PH, Licensing and Maintenance of Inform Public Sector (Hansen) Software Products to Infor Global Solutions, Inc. in the amount of $310,000 with ongoing and support and maintenance costs for Infor Public Sector Software. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 120032-PH

INFOR SOFTWARE
LICENSING AND MAINTENANCE CONTRACT

THIS INFOR SOFTWARE LICENSING AND MAINTENANCE CONTRACT (this "Contract") is made and entered into this _____ day of _____, 2012, 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 INFOR GLOBAL SOLUTIONS (Michigan), INC. ("Infor"), a Michigan corporation, having its principal office located at 11000 Olson Drive, Suite 201, Rancho Cordova, California 95670.

PART A – Recitals

WHEREAS, the City previously entered into that certain System License Agreement and that certain Service and Maintenance Agreement with Hansen Information Technologies, both of which are dated June 21, 2000 (the "Previous Agreements"); and

WHEREAS, subsequent to the execution of the Previous Agreements, Hansen Information Technologies was acquired by Infor in 2007; and

WHEREAS, the Previous Agreements are outdated; and

WHEREAS, Infor and the City agree on behalf of themselves and their successors and assigns that the Previous Agreements shall be superseded by this Contract, which provides a master agreement governing licensing, support and maintenance for products supplied by Infor.

NOW, THEREFORE in consideration of the foregoing and the mutual promises contained in this Contract, it is mutually agreed as follows:

PART B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Affiliate"* means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

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

(c) "Citizen" means a resident of the City and "Citizens" mean all residents of the City.

(d) *"City"* means the City of Las Vegas, Nevada.

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

(f) "City Employees" means the employees, agents, consultants, or contractors of the City of Las Vegas, including the Facilities Managers and Persons who provide Processing Services, who: (i) need to use the Product in the performance of their duties for the City; (ii) are authorized and enabled to access and use the Product; (iii) do not manufacture or distribute products that are competitive with the Products or Support and Maintenance; and (iv) have paid any applicable fees. Each agent, consultant, and contractor shall execute a non-disclosure agreement substantially in the Form of Exhibit C, attached hereto. Each Facilities Manager and other Person who provides Processing Services must sign a Processor Nondisclosure and Limited Use Agreement to be negotiated by the City, Infor and the Facilities Manager or other Person providing the Processing Services prior to provision of Processing Services.

(g) *"Confidential Information"* means the means non-public information of an Affiliate or a party to this Contract that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information includes, without limitation, Product, Documentation, Updates, all software provided with the Products and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein and Infor's written technical, business, financial or marketing information relating to inventions or products, research and development, production, manufacturing or engineering processes, internal cost, profit, or margin information, employee skills and salaries, finances, the City's marketing and production, know-how and data, whether written, oral or graphical, which may have been provided or may be provided by either party, or which may be derived from or related to any visits by either party's personnel to the other party's locations or may be otherwise known to either party through its visits or contacts with the other party, and future business plans which are clearly marked as proprietary or confidential. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

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

(i) *"Defect"* means (i) a material deviation or failure of the then-current or immediately prior general Release ("Prior General Release") of the Product licensed by the City and Documentation pertaining to the Product, for which deviation or failure the City has given Infor enough information for Infor to replicate the deviation or failure on a computer configuration under Infor's control which is substantially similar to the Equipment, or (ii) the media on which the Product is delivered is damaged such that the Product does not load properly, or (iii) any material erroneous information contained in the Documentation pertaining to the Product. A Defect shall be considered to be "material" if it represents a deviation between the then current general release version or Prior General Release of the Product and its Documentation, and the Defect substantially interferes with the City's use of the Product.

(j) *"Delivery Date"* means, for each Product, unless otherwise set forth in an Order Form, the date Infor provides City electronic access to the Product by, for example, providing City a URL, where the Product is available for immediate electronic download along with access codes permitting download and access to the Product.

(k) *"Disaster"* means an unplanned interruption in (a) the City's Processing Services or (b) telecommunications to or from one or more of the City's facilities, which is due to a cause beyond the control of the City and which, at the time of occurrence, can be reasonably projected to last over four hours.

(l) *"Discloser"* means the party providing Confidential Information hereunder.

(m) *"Documentation"* means the then current operating and technical documentation concerning the Product features, functions and operation, in printed or electronic format, which Infor will provide to the City in connection with the use of the Product,

(n) *"Equipment"* means the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Order Form, or, in the absence of any such specification in the Order Form, the hardware and/or systems software configuration in use by the City, meeting requirements published by Infor.

(o) *"Facilities Manager"* means one or more Person or entities in the business of providing computer facilities management or outsourcing services to the City that meet the definition of a "City Employee" set forth above.

(p) "*Intellectual Property Rights*" means trade secret, copyright, patent, trademarks and service marks and all other intellectual property rights of Infor (including, where applicable, all derivative works of the foregoing).

(q) *"License Fee"* means the fee charged for the license issued by Infor to the City authorizing use of the Product and related Documentation.

(r) *"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 good or service.

(s) *"Object Code"* means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.

(t) "*Order Form*" means each order form or similar ordering document (including Software Supplements) between and signed by the parties incorporating the terms of this Contract that sets forth the Products, associated fees and User Restrictions, among other terms. Any Order Form, to be valid, must be incorporated into this Contract as an Exhibit with the mutual agreement of the parties. Any such Order Form signed by the parties will constitute and Addendum to this Contract.

(u) "*Order Date*" means the date the City issues a purchase order for purchase of a new Product

(v) *"Person"* means a natural person or legal entity that meet the definition of a "City Employee" set forth above.

(w) *"Processing Services"* means the data processing services necessary for the City to conduct its business, which include, without limitation, allowing the City Employees (a) to use the Product, (b) to have access to the Product, and (c) enable the City to perform its computing operations..

(x) *"Product"* means any one of the software programs identified in the Order Form, Exhibit A attached hereto, and in subsequent applicable Order Forms as a Product, in machine readable format or Object Code, (excluding Source Code for a particular Product unless otherwise explicitly provided in an Order Form), modifications and all Updates. "Products" refers, collectively, to every Product listed in the applicable Order Form between the parties.

(y) *"Program Temporary Fixes"* means the patch or corrective update of the Product prepared by Infor on an interim basis to correct programming errors that prevent or obstruct the normal operation of the Product according to the applicable Documentation. Program Temporary Fixes are licensed to City under the same terms as the Product.

(z) *"Recipient"* means the party receiving Confidential Information hereunder.

(aa) *"Release"* means that Update of the Product issued as a Release, which includes such corrective updates and improvements to the Product which Infor may, in its discretion, develop and deem ready for distribution. Releases are licensed to the City under the same terms as the Product. The new Release will have a new number to the right of the decimal point in the Product number (e.g. a change of the Product numbering from Version 2.2 to Version 2.3 would evidence a new Release).

(bb) *"Software Supplement"* means, with respect to a Product, the addendum/exhibit attached to the applicable Order Form that contains additional terms, conditions, limitations and/or other information pertaining to that Product. If any terms of a Software Supplement conflict with any other terms of this Contract or the applicable Order Form, the terms of the Software Supplement will control.

(cc) *"Source Code"* means computer programs written in higher-level programming languages and readable by humans.

(dd) *"Support and Maintenance Charge"* means the annual fee set forth in the applicable Order Form to this Contract which is paid by the City for the services provided by Infor under the Support and Maintenance Program.

(ee) *"Support and Maintenance Program"* means the 12 month Infor Support and Maintenance plan purchased by the City addressing the Support (as defined in Section C-3 below) of the Product under this Contract.

(ff) *"Third Party Licensor"* means a third party whose software products ("Third Party Products") have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a "Third Party Contract").

(gg) *"User Restriction"* means any Product user restriction identified in an Order Form (for example, and without limitation, number of named or concurrent users).

(hh) *"Update"* means any upgrade, enhancement, modification, alteration, improvement, correction, revision, or other change to the then-current general Release version issued by Infor under paid Support and Maintenance after the Award Date for the then-current general Release version of such Products that are not separately priced or licensed as new products.

(ii) *"Version"* means that Update of Product with enhanced features or performance characteristics that is identified by the number to the left of the first decimal point (e.g. a change of the Product numbering from Version 3.0 to Version 4.0 would evidence a New Version), with the newer version having the larger number. The New Version is licensed to the City under the same terms as the Product.

(jj) *"Virus"* means a virus, worm, Trojan horse, built-in or use-driven destruction mechanism, or any injurious or damaging formula, instruction or other material, which is detrimental to the operation of the Product.

B-2 Contract Type

This Contract provides for the licensing of the Product for use by the City, and the support and maintenance thereof, in consideration of the payment of a firm fixed License Fee and Support and Maintenance Charge paid by the City. This is a Non-exclusive Contract.

B-3 License Fee Payment Terms

(a) The City has paid License Fees to Infor for the purchase of Product under the Previous Agreements, and the amount of such License Fees are indicated in Section I of the Order Form, Exhibit A attached hereto. The Product purchased and licensed under the Previous Agreements shall be subject to the provisions of this Contract as if such Product were purchased hereunder.

(b) The License Fee for Product purchased under this Contract will be paid within 60 days of the date of a correct invoice or within 60 days of the date the Product is delivered or made electronically available to the City, whichever is later.

B-4 Support and Maintenance Payment Terms

(a) In consideration of the services provided under the Support and Maintenance Program, the City shall pay the Support and Maintenance Charge. If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable except in case of breach by Infor as discussed in Section E-4(c).

(b) Infor shall submit an annual invoice for the Support and Maintenance Charge, a minimum of 60 days before the due date.

(c) The City will reimburse Infor for charges incurred in connection with accessing Equipment, if any (for example, hosting or other charges assessed to Infor to access the Equipment for the purpose of providing Support under this Contract).

B-5 Invoices

(a) Any invoices submitted by Infor to the City for License Fees or Support and Maintenance Charges should identify the following items:

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

(b) On reconciliation of all errors, corrections, credits, and disputes, payment to Infor will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid and shall be corrected and resubmitted by Infor.** Infor shall submit an original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

(c) Infor shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Infor Representative).

(d) Subject to the terms of Section B-3(b), the City will pay each Infor invoice within sixty (60) days of the date of a correct invoice.

B-6 Contract Term

Each license granted to the City under this Contract is perpetual, and irrevocable except in the case of a termination for default in accordance with Section E-3(b).

The services provided by Infor under the Support and Maintenance Program remain in effect pursuant to the terms of the Support and Maintenance Program until the City terminates such services in accordance with Sections E-3 or E-4 of this Contract. If, after such termination, the City later elects to reinstate the Support and Maintenance Program, it may do so after paying a negotiated reinstatement fee.

PART C – Scope of Contract

C-1 Grant of License

(a) *Product Identification.* The Products licensed under this Contract are identified on one or more Order Forms, attached hereto, (Order Forms may be modified or additional Order Forms may be entered into from time to time by written modification to this Contract in accordance with Section E-14, Modification/Amendment).

(b) *License.* In consideration of the payment of the Licensing Fees set forth in the applicable Order Form and subject to the terms and conditions of this Contract and the applicable Order Form (including, without limitation, with respect to termination), Infor hereby grants to the City a perpetual (unless otherwise specified on the Order Form), nonexclusive and non-assignable license (without the right to

sublease or sublicense) under all of Infor's intellectual property rights, to access, use, test, and display, the Products (including any Updates, enhancements or modifications to such Products that Infor provides under the Support and Maintenance Program) on the Equipment for the City's own computing operations. Infor acknowledges that Citizens may access the portal established for the Products without charge for the purpose of enabling the City to perform its business. City shall have the right to obtain development, test, training, live back-up and archival copies of the Infor-owned Products as requested by the City at no charge from Infor.

(c) Documentation. Except as otherwise provided in the applicable Software Supplement, the City is granted a nonexclusive license to make a reasonable number of copies of the Documentation, in whole or in part, for each Product to carry out its business in accordance with the terms of this Contract.

(d) *Processing Services.* The City shall have the right to use any Facilities Manager disclosed in writing to Infor for the purpose of performing any or all of the Processing Services required by the City. A negotiated fee shall be due to Infor in order to permit the Facilities Manager to perform Processing Services for or on behalf of the City. The Facilities Manager shall have the right under the licenses granted to the City under this Contract to perform the Processing Services on computers at its own facility, provided that such Facilities Manager shall have executed a three party Processor Nondisclosure and Limited Use Agreement between the Facilities Manager, City and Infor.

(e) *Third Party Access.* The City may provide access to the Product by City Employees for the purpose of providing assistance (whether that assistance be in the form of using, benefiting from or accessing the Product) to the City in the ordinary course of the City's operation of the Product, provided that no such City Employee shall be engaged in the business of providing data processing services under a facilities management, service bureau, outsourcing or similar arrangement.

(f) *City's Use of Products.* City's use of the Products is subject to any User Restrictions specified in the applicable Order Form. Except as expressly set forth herein, the City is prohibited from using the Products to provide service bureau data processing services or to otherwise provide data processing services to third parties. Such service bureau data processing services may be provided only with the prior written consent of Infor, and may be subject to an additional negotiated License Fee. The City will not allow the Products to be used by, or disclose all or any part of the Products to, any person except City Employees.

(g) *Restrictions on Copying and Reverse Engineering.* The Product must not be copied or used except as specified in this Contract. The City agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Product. Except to the extent contrary to applicable law, the City shall not acquire any rights, express or implied, in the Product other than those specified in this Contract. Nothing in this clause shall prohibit the City from copying and using excerpts from Documentation provided as a part of the Product, including user and installation manuals; provided that the City must reproduce the unaltered Intellectual Property Rights notice(s) in any full or substantial partial copies that the City makes of the Documentation.

(h) *Source Code.* Unless otherwise explicitly provided in an Order Form and in Section D-5, Source Code Escrow, City has no license to access or use, or any other rights in or to, the Source Code for a particular Product. If the Order Form grants City a license to use Source Code for a particular Product, then City has the limited right to use such Source Code to modify such Product as specified in the Order Form for the City's computing operations. Subject to the foregoing, City will not disclose all or any part of the Source Code for a Product to any person except Users who, before obtaining access to the Source Code, have been informed by City in writing of the non-disclosure obligations imposed on both City and such City Employees under this Contract. Infor will own all right, title and interest to all derivative works of the Product ("Derivative Works"), even if solely created by City pursuant to a license to use Source Code hereunder. City hereby assigns to Infor absolutely all of its rights, title and interest in and to any Derivative Works created by the City together with all Intellectual Property Rights therein. Subject to the terms and conditions of this Contract, Infor grants City (if licensed to use Source Code hereunder) a perpetual (unless otherwise specified in the Order Form),

non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Derivative Works created by City or created by Infor at City's request and payment, for City's own, internal computing operations. Upon Infor's request, City will provide Infor with a copy (including all documentation related thereto) of all Derivative Works created by City and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. The City shall be able to copy and use derivative works based on Documentation and such derivative works of the Documentation shall be included in the definition Documentation.

(i) *Combination.* The City shall have the right to use the Product with other Software, programs, interfaces, routines and subroutines developed, acquired, or used by the City. Infor shall have no ownership interest in any other Software owned or developed by the City or acquired by the City from a third party by virtue of its having been used in conjunction with the Product.

(j) *Use in the Normal Course of Business.* Any documents, forms or spreadsheets generated from the use of the Product can be used by the City in its normal course of business, including but not limited to the City sharing such documents with its contractors, subcontractors, partners, citizens and other third parties.

(k) *Other Restrictions.* The City acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Products and City will neither export or re-export, directly or indirectly, the Products, nor any direct product thereof in violation of such laws, or use the Products for any purpose prohibited by such laws. City acknowledges that a special security program or code ("Key") may be required to operate the Product. Any such Key used in combination with the Product may prevent the Product from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of Named or Concurrent users, or other User Restriction specified in an Order Form.

C-2 Delivery

Except as otherwise provided in the applicable Order Form, the Delivery Date shall not be later than thirty (30) days after the Order Date. To the extent available, Infor shall make available electronically to the City copies of each Product or Update and related Documentation licensed by the City. Infor agrees to replace the Product as originally delivered hereunder, at no charge, in the event of loss or damage to the Product media under Section D-4(b)(i) below. Infor shall use reasonable efforts to notify the City if any Product is not available for electronic delivery

C-3 Support and Maintenance

Subject to the City paying the applicable fee for Support and Maintenance hereunder for a particular Product, Infor shall: (a) provide, when and if generally available, Updates for all Product shown in the Order Form, Exhibit A attached hereto, and (b) use reasonable efforts to correct or circumvent Defects (the foregoing referred to collectively as "Support"). Updates, when delivered, shall become part of the Product, shall be maintained in accordance with this Contract, and shall otherwise be subject to all of the terms applicable to the Product.

C-4 Error Correction

Subject to the City paying the applicable fee for Support hereunder for a particular Product, Infor shall correct, any reproducible Defect. Infor agrees to commence correction as soon as reasonably possible after the Defect is detected by the City and the City notifies Infor. If Infor, in its discretion, requests written verification of the Defect discovered by the City, the City shall provide in reasonable detail a description of the failure of the Product. A current description of Support severity levels and response targets is attached hereto as Exhibit B.

C-5 Technical Support

Subject to the City paying the applicable fee for Support hereunder for a particular Product, Infor shall provide the City with access to Infor's support helpline technical support services, including telephone, and online end-user support, to the City's personnel (designated by role rather than individual) who have been trained in the use of the Product. All telephone calls shall be toll-free. The technical support services shall be provided for all Products and Interface Programs for which Support and Maintenance has been purchased. Infor will not provide technical support services for data conversions.

C-6 Other Support and Maintenance Requests

(a) The City may at any time request that Infor add functions or improve performance. On receipt of such request Infor shall, within thirty days, take one of the following actions:

(i) If it determines that the added function or improved performance would be of sufficient interest to a significant number of users of the Product, notify the City that it intends to provide an Update to that Product. The Update would become part of regular services provided to the City under the applicable Support and Maintenance plan purchased by the City if and when available, and therefore would be provided at no additional cost to the City. Infor's notice shall specify an estimated date on which the Update might be released by Infor.

(ii) If it determines that the added function or improved performance would not be of sufficient interest to a significant number of users of the Product, notify the City that the added function or improved performance will be undertaken only as a custom request by the City. In such case, if the City decides to proceed with the custom request, a separate agreement for Infor services will be negotiated by the parties.

(iii) Notify the City that Infor has determined that the work would be of sufficient interest to enough end-users that Infor intends to develop a new Software product. The City will have the option of purchasing any new Software product if and when it became available. Infor's notice shall specify an estimated date on which the new Software product might be released by Infor.

(iv) Notify the City that the request for the added function or improved performance has been denied by Infor.

(b) Infor will not be obligated to provide Support and Maintenance under this Contract for any Product that has been customized for the City unless Infor agrees to provide such support under a separate custom code support agreement.

C-7 Support and Maintenance Optional

The Support and Maintenance Program shall never be structured by Infor in a way that links license rights granted under this Contract to any procurement requirement of support and maintenance services from Infor. The Support and Maintenance Program offered by Infor is strictly optional to the City, to be purchased in its sole discretion. The City shall have at its discretion the right to cancel the services provided under the Support and Maintenance Program at any time, in accordance with the provisions of Section E-3. Any cancellation of the Support and Maintenance Program will in no way modify this Contract or affect the rights granted herein and any pre-paid Support and Maintenance fees shall be nonrefundable.

The City reserves the right to perform its own support and maintenance on the Product subject to Section C-1 and the terms of this Contract.

C-8 Support and Maintenance Reporting

Upon the City's request (but not more than once every calendar quarter), Infor shall make information available to the Project Manager. The information shall detail the service calls, issues and resolutions,

outstanding items for resolution between the parties, and the Updates delivered by Infor during the previous quarter.

C-9 Third Party Products

With respect to Third Party Products, Infor's provision of Support will be limited to providing the City with the support that the Third Party Licensor provides to Infor for such Third Party Products.

C-10 Support and Maintenance Restrictions

Infor shall have no obligation to provide Support if the City fails to pay the applicable fees hereunder or Support has otherwise been terminated for default in accordance with Section E-3 or E-4. Infor shall have no obligation to provide Support for any Product on any hardware or systems software configuration other than the Equipment, or if the Product has been modified by other than Infor under the Support and Maintenance Program. In addition, the City agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support and Maintenance provided hereunder does not include related services, if any, required by the City, including, without limitation, installation or implementation of the Product or any updates, enhancements or modifications thereto.

PART D – Special Clauses

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

(a) All legal notices and other communications required pursuant to the terms and conditions of this Contract or required by law shall be in writing, unless an emergency situation dictates otherwise. Any notice required 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;
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested or overnight courier 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
Fax: (702) 384-9964

FOR INFOR:
Attention: General Counsel
Infor Global Solutions (Michigan), Inc.
40 General Warren Blvd Suite # 110
Malvern, PA 19355, USA
FAX number 678-319-8949

(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 breach, 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 Infor Representative, as appropriate.

D-2 Project Manager/Infor Representative [R]

(a) The City hereby designates Patricia Dues as the Project Manager for this Contract. The City will provide written notice to Infor if there is a subsequent change in the Project Manager. The Project Manager will be Infor's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to Infor regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or change any terms of the Contract by use of a Contract modification, amendment or Order Form.

(b) Infor hereby designates David Bruce as the Infor Representative for this Contract. Infor will provide written notice to the City if there is a subsequent change in the Infor Representative.

D-3 Licenses/Registrations [CAO-7/24/08]

During the term of this Contract, Infor shall maintain all federal, state, and local licenses, certifications and registrations applicable to goods and services provided under this Contract.

D-4 Covenants, Representations and Warranties

(a) *General Warranty.* Infor covenants, represents and warrants to the City the following:

(i) that it has the authority to enter into this Contract and that it is not bound by any agreement, obligation or restriction, and will not assume any obligation or restriction or enter into any agreement, which would interfere with its obligations hereunder or the rights granted to the City in this Contract;

(ii) that, to the best of its knowledge, there are no rights outstanding or held by third parties which would diminish, encumber or impair the enjoyment or exercise of the rights granted to the City in this Contract;

(iii) that Infor owns all of the rights granted to the City in the Product (including, but not limited to, the Intellectual Property Rights therein) or has the right necessary to grant the City the rights intended to be granted to the City pursuant to this Contract;

(iv) that, as of the Award Date of this Contract, there are no pending actions or proceedings in law or equity, and no claims pending or to be asserted in court, arbitration, or in any other tribunal, that Infor believes will affect any right, title or interest granted to the City pursuant to this Contract, and that Infor is not aware of any unasserted claims of any third party affecting the same;

(b) Specific Product Warranty.

(i) *Limited Warranty.* Infor warrants that each Product licensed to City will operate without a Defect for a period of one calendar year from the Order Date. Infor warrants that the media on which the Product is delivered will be free of material defects in material and workmanship for a period of one calendar year from the Order Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Product or media giving rise to the breach of warranty. If Infor is unable to repair or replace such Product or media within a reasonable period of time, then, subject to the limitations set forth in Section D-7 of this Contract, Infor will refund all fees paid by the City for the Product giving rise to the breach of warranty. The remedies in this Section D-4 (b)(i) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranties. City must provide notice to Infor of any warranty claim within 30 days after the expiration of the warranty period.

(ii) *Abrogation of Limited Warranty.* Infor will have no obligation under this Subsection (b) to the extent that any alleged breach of warranty is caused by: (i) any modification of the Product performed other than by Infor under a Support and Maintenance Program; (ii) City's failure to promptly implement Program Temporary Fixes or other fix that Infor makes available to the City to correct or improve the Product; (iii) the use or combination of the Product with any computer, computer platform, operating system and/or data base management system other than the Equipment; or (iv) a failure in the installed Product that would be cured by the City's installation or use of the then-current general Release of the Product. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Contract than specified in this Section (b)(i) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section D-4 Subsection (b)(i) shall not apply to updates, enhancement or modification provide under Support or previously licensed Products for which City is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(c) *Workmanship.* Infor covenants, represents and warrants that the Support performed under this Contract will be performed in a good and workmanlike manner.

(d) *Prior Installations.* Infor covenants, represents and warrants that the Product (in unmodified form) has been installed in a production capacity and is successfully operational at other user sites.

(e) *Financial Capability.* Infor covenants, represents and warrants that (i) it is financially capable of fulfilling all requirements of this Contract; (ii) there are no legal proceedings against it that are likely to threaten performance of this Contract; (iii) it is a validly organized entity with the ability to enter into this Contract; and (iv) it is not aware, after diligent inquiry, of any provision contained in any of its loans, contracts, financing arrangements, or other business arrangements that would prohibit it from entering into this Contract.

(f) *Virus Free.* Infor covenants, agrees, represents and warrants, to the best of its information, knowledge and belief, that when delivered to the City, the Product and any Updates will be free of Viruses, and that it will test each element of Updates prior to delivery to the City to ensure to the best of its information, knowledge and belief that it is free of any Viruses. In the event the City notifies Infor that they have been informed of or have reason to believe that the Product is affected by a Virus, Infor will promptly assist the City in remedying the situation and will work continuously with the City until the remedy is effected. The foregoing is referred to as "Virus Services".

(h) *Illicit (Harmful) Code.* Infor covenants, represents and warrants that to the best of its knowledge the Product upon delivery to the City does not contain programs, subroutines, hidden files, code, instructions, data, node lock, time-out, "back door", "trap door", "booby trap", "drop dead device", "data scrambling device", "worms", "date bombs", "time bombs" or other functions, whether implemented by electronic, mechanical or other means, which are designed to (i) automatically, without the control of a Person operating the Equipment, transmit or report Confidential Information to a third party other than the party or Person which the Software is designed to communicate; (ii) damage or unintentionally erase any data or computer programs without control of a Person operating the Equipment on which it resides, (iii) cause the Product, or any part thereof, to cease operating, (iv) cause damage, interruption, interference with, or restricted access to or use of the Product, or any part thereof subject to the Use Restrictions), (v) cause damage, interruption, interference with, or restricted access to or use of any other Software or data on the Equipment operating any Product, or on Equipment with which the Product is capable of communicating, or (iv) except as described in this paragraph, otherwise permit access to other systems or use of other data of the City's for which authorized access and/or use has not been given by the City (hereinafter "Illicit Code");. Notwithstanding the above, the City acknowledges that special Keys may be required to operate the Product and any such Key used in combination with the Product may prevent the Product from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of Named or Concurrent users, or other User Restriction specified in an Order Form.

(i) The provisions of Section D-4 (h) shall apply to each Product, in whole or in part, delivered to the City including each error correction, patch, workaround, Update, Program Temporary Fix, or other similar interim or partial delivery form of the Product. If and to the extent the Product, or any part thereof, has any of the foregoing attributes intentionally written into it, and notwithstanding anything elsewhere in this Contract to the contrary, Infor shall be in default of this Contract. In order to protect the City from damages which may be intentionally or unintentionally caused by the introduction of Illicit Code to the City's network, Infor agrees that no software will be installed, executed, or copied on the Equipment without the express approval of the City. Infor also acknowledges that it does not have any right to electronically repossess the Product, or any part thereof. This provision does not relate to Viruses.

(j) Illicit Code in Updates. Infor represents and warrants that if an Illicit Code is contained in any Update, Infor will immediately provide the City with written notice of the installation of such Illicit Code. Infor further represents and warrants that even if the Illicit Code is contained in any Update, Infor will never use the Illicit Code.

(k) In the event of any breach of any of Infor's covenants, representations and warranties set forth in this Section D-4, the City shall be entitled to seek recovery of all of its direct damages suffered as a result of that breach, subject to the limitations of liability provisions set forth in Section D-7.

(l) Disclaimer of Warranty. The limited warranties in this Contract are made to City exclusively and are in lieu of all other warranties. INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE PRODUCTS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS CONTRACT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE PRODUCTS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET THE CITY'S REQUIREMENTS.

(m) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS D-4 AND D-7 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS CONTRACT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CITY HAS ACCEPTED ANY PRODUCTS OR SERVICE UNDER THIS CONTRACT.

(n) HIGH RISK ACTIVITIES. THE PRODUCTS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE PRODUCTS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. CITY AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE PRODUCTS IN SUCH APPLICATIONS.

D-5 Source Code Escrow

(a) *Escrow Agreement.* A Master Source Code Escrow Agreement has been established with Iron Mountain, Intellectual Property Management. The City shall have the right to become a beneficiary of the Escrow Agreement, provided that the City agrees to be bound by the terms of such Escrow Agreement. The City may gain access to the Source Code for the Products listed in the Enrollment Form, for so long as the release conditions are met. Infor reserves the right to change its Escrow Agent, and in the event it does, Infor will provide written notice to the City of the name of the new escrow agent and provide the City with a revised Escrow Agreement. To confirm, this statement does not automatically sign the City up as a beneficiary, all paperwork must be received by Infor. The

City acknowledges that there are annual fees associated with this service that will be billed and paid by the City to Iron Mountain. These fees are listed on the Enrollment Form and are subject to the terms of the Master Escrow Agreement.

(b) *Source Code License.* In the event the City obtains the Source Code from the Escrow Agent, the City shall have the perpetual right, in addition to all other license rights granted in Section C-1 above, to test, modify, update, develop, maintain, support, and service the Product (including the Source Code, Object Code, and related Documentation), which is necessary for its governmental business.

D-6 Manuals

Infor shall provide to the City user manuals and installation manuals sufficient to allow the City to fully use the Product in accordance with the applicable Documentation. The information to be contained in these manuals will include but is not limited to, an overview description of all major functions, and detailed step-by-step operating procedures for each screen and activity. Infor shall deliver to the City a hard copy and an electronic copy of the manuals, and shall periodically revise them as necessary to reflect any modifications made by Infor to the Product. The City can make copies or translations of the manuals in whole or in part.

D-7 Limitation of Liability

(a) LIMITED LIABILITY OF INFOR. EXCEPT FOR VIOLATIONS OF THE ILLICIT CODE WARRANTIES SET FORTH IN SECTION D-4(h), (i) and (j), THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE PRODUCTS, THIS LICENSE OR ANY OTHER MATTER RELATING TO THE THIS CONTRACT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEES THAT CITY ACTUALLY PAID TO INFOR FOR THE PRODUCT GIVING RISE TO THE LIABILITY, PLUS THE FEES THAT THE CITY ACTUALLY PAID TO INFOR FOR SUPPORT FOR SUCH PRODUCTS DURING THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE ILLICIT CODE WARRANTIES SET FORTH IN SECTION D-4(h), (i) and (j) ABOVE (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED $1,500,000.00. SUCH LIMITATION SHALL BE IN EFFECT PROVIDED THE CITY IS CURRENT IN ITS PAYMENT FOR SERVICES UNDER THE SUPPORT AND MAINTENANCE PROGRAM WITH INFOR. IF THE CITY HAS TERMINATED SUPPORT AND MAINTENANCE, THE LIMITATION OF LIABILITY IN SECTION D-7(a) SHALL APPLY.

(c) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PART E – General Clauses

E-1 Disputes [R]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. Promptly after the written request of either party, each of the parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning Infor's invoices, the Products, Support or the Contract. If the designated representatives do not resolve the dispute, then either party may request that an officer of Infor and an officer of the City meet promptly in person or by telephone to review and attempt to resolve the dispute in good faith. No litigation, arbitration, termination for default, or other action relating to the Products, Support, Infor's invoices or the Contract may be brought if the injured party has not participated or agreed to participate in the above meetings.

(b) The laws of the State of Nevada shall govern this Contract, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Contract is originally written in the English language and the English language version shall control over any translations. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Contract.

E-2 Notice of Delay [R]

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

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

E-3 Termination of Contract [R]

(a) The City shall have the right at any time to terminate this Contract in its entirety for any reason whatsoever (including no reason) provided that the City has paid all License Fees under each Order Form to Infor whether or not due and owing. Such termination shall be effected by written notice from the City to Infor, specifying the extent and effective date of the termination. On the effective date of termination, Infor shall terminate all services and licenses. The City's sole liability under this section is for payment of all License Fees and any Support and Maintenance Charges. Infor shall not be required to issue a refund to the City for any License Fee or Support and Maintenance Charge.

(b) If either party materially breaches any material obligation of the Contract or an Order Form (including, without limitation, any obligation to pay License Fees hereunder), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Contract (including all Order Forms hereunder). Notice to Infor of a suspected Defect will not constitute a notice of termination of the Contract. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Contract (including all Order Forms hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Contract.

(c) Except as provided in this Section E-3(c), E-3(d) and E-4(b), Infor's ability to terminate the Contract in accordance with Section E-3(b), above, shall not include the ability to terminate perpetual licenses granted to the City under this Contract. Perpetual licenses shall be subject to termination for a failure to pay License Fees. In addition, perpetual licenses also shall be subject to termination for a proven serious violation of the license grant, confidentiality, or other material terms of this Contract which shall be effected only after a dispute process in accordance with Section E-1, and subsequent litigation or arbitration if the dispute is not resolved as a result of that process.

(d) Unless otherwise agreed to by the parties, to the extent that the City elects to reduce Users under Support and Maintenance, the Named User or Concurrent User perpetual license granted for such discontinued Users shall automatically terminate upon the effective date of the reduction, provided, however, if the City elects to terminate Support and Maintenance in its entirety for all Users, then the perpetual licenses for such Products will not automatically terminate and will continue subject to the terms of this Contract.

(e) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Contract.

(e) Termination Without Prejudice to Other Rights and Remedies. Termination of this Contract will be without prejudice to either party pursuing any other remedies available to it under this Contract.

E-4 Termination of Support and Maintenance

(a) Subject to Section E-3(d) and E-4(b), the City shall have the right at any time to terminate further Support and Maintenance services under this Contract in whole or selectively by Product, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to Infor, specifying the extent and effective date of the termination. On the effective date of the termination, Infor shall terminate all support and maintenance services. The City's sole liability for termination under this section E-4 (a) is for payment of costs for the services purchased by the City. Infor shall not be required to issue a refund to the City for pre-paid Support and Maintenance charges. Any reinstatement of Support and Maintenance so terminated would be subject to a negotiated reinstatement fee.

(b) The City may terminate Support and Maintenance for Third Party Products selectively by Product, without affecting the City's licensing rights for or use of the Third Party Products or any other Products. The City may terminate Support and Maintenance for Infor Products selectively by Product only if the Product for which Support and Maintenance is to be discontinued is deactivated or deinstalled from the Equipment. The City acknowledges that Infor, as a practical matter, is unable to discontinue Support and Maintenance for an individual base Product if the Product is still in use by the City.

(c) If either party materially breaches any material obligation of Support and Maintenance (including, without limitation, any obligation to pay fees hereunder), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Support and Maintenance. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of Support and Maintenance. Termination of Support and Maintenance will be without prejudice to the terminating party's other rights and remedies hereunder. For the avoidance of doubt, termination of Support and Maintenance in its entirety or selectively by Product shall not terminate licenses granted pursuant to the Contract. Termination of Support and Maintenance will not relieve either party from making payments which may be owing to the other party hereunder.

(d) If the City terminates Support and Maintenance because Infor is held to be in default, in whole or selectively by Product, Infor shall refund that Support and Maintenance charge that was pre-paid but not used by the City, pro-rated to the nearest number of months not used.

(e) Termination of this Contract shall not limit the City from pursuing other remedies available to it under this Contract, including injunctive relief.

E-5 Patent Indemnification

(a) Infor shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of a third party claim that the Product infringes any copyright or patent of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) the City notifying Infor within a reasonable time period after the City learns of the suit or claim, and no delay by City in providing that notice materially prejudices the rights of Infor; (ii) City must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if City chooses to represent its own interests in any such action, City may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) City must cooperate with Infor to facilitate the settlement or defense of the claim; (iv) Infor shall not agree to any settlement wherein the City admits any fault or is required to

pay any amount or type of damages or penalty, without the prior written consent of the City. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Product not performed under an Infor Support and Maintenance Program; or (b) the use or combination of the Product with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Product is, or in Infor's opinion is likely to become, the subject of a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for City the right to continue using the Product under the terms of this Contract; (B) replace the Product with products that are substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function. Notwithstanding anything to the contrary herein, to the extent that a third party claim of copyright infringement concerns a Third Party Product that is subject to a more limited indemnification protection under a Third Party Contract than specified herein, Infor's obligations hereunder will be further limited accordingly. THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, and is not subject to the limitation of liability provisions of Section D-7.

(b) If the City chooses to retain counsel to represent its own interests in any such action under this Section E-5 ("City's Counsel"), Infor will reimburse the City for the reasonable fees and expenses of City's Counsel only if Infor fails to continue to retain legal counsel as required by this Section E-5.

E-6 General Indemnification [R]

Infor shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of a third party claim for bodily injury or direct damage to real or tangible personal property to the extent caused by Infor's negligence. Infor's obligations under this indemnification are expressly conditioned on the following: (i) the City notifying Infor within a reasonable time period after the City learns of the suit or claim, and no delay by City in providing that notice materially prejudices the rights of Infor; (ii) City must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if City chooses to represent its own interests in any such action, City may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) City must cooperate with Infor to facilitate the settlement or defense of the claim; (iv) Infor shall not agree to any settlement wherein the City admits any fault or is required to pay any amount or type of damages or penalty, without the prior written consent of the City. The foregoing is not subject to the limitation of liability provisions of Section D-7.

E-7 Assignment [R]

Except as provided herein, neither party may assign or otherwise transfer any of its rights or obligations under this Contract, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of the other party. Infor may, upon prompt written notice to the City but without the City's consent, assign all of Infor's rights and obligations under this Contract in connection with a merger, reorganization, consolidation, sale or transfer of substantially all of the capital stock or assets of Infor or its applicable operating division. For purposes of this Contract, "assignment" shall include use of the Products for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of the assigning party, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. 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 either party to enforce any provisions of this Contract, or to require performance of any 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 a party 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) City is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock or for which the City is exempt) relating to this Contract, the Products, any services provided and payments made under this Contract. Applicable tax amounts (if any) for which the City is not exempt are not included in the fees set forth in this Contract and any Order Form. Infor will invoice City for applicable tax and shipping amounts and such invoices are due within 30 days of the date of a correct invoice. The City represents and warrants that it 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. Infor shall make any and all payroll deductions required by law.

(b) Each party, in the performance 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 or relating to discrimination by reason of race, sex, age, religion or national origin.

(c) The City will comply with all laws, rules and regulations applicable to the use of the Products.

E-10 Audit of Records [R]

(a) Infor 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 years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three years after such finding has been resolved.

(b) The City or its designated representative, at its expense, shall have the right to inspect and audit (including the right to copy and transcribe) Infor's books and records pertaining to billing and charges under this Contract, during normal business hours. The City will provide at least ten (10) business days' prior written notice to Infor of the audit and inspection.

(c) If at any time during the term of this Contract, or within three years after the expiration or termination of the Contract, the City or the City's designated representative substantiate that the dollar amount charged to the City is less than payments made by the City to Infor, Infor agrees that the difference shall be either: (a) repaid immediately by Infor to the City or (b) at the City's option, credited against any future billings due Infor. Furthermore, if an audit reveals that the dollar amount charged to the City is less than payments made by the City to Infor, then, in addition to any other remedies available to the City, Infor will promptly reimburse the City for the reasonable cost of such audit.

(d) Infor (including any third party independent auditor retained by Infor) may audit the records and systems of City to ensure compliance with the terms of this Contract and each applicable Order Form(s). Infor will notify City in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during City's regular business hours at City's location and will not interfere unreasonably with City's business activities. Infor may audit City no more than once in any twelve (12) month period. If an audit reveals that City is using a Product in excess of the User Restrictions outlined in the applicable Order Form (e.g. the actual number of Named or Concurrent Users is greater than the number licensed to the City pursuant to this Contract), then City will promptly purchase additional licenses as necessary, at Infor's then-current list rates, and, in addition to any other remedies available to Infor, City will promptly reimburse Infor for the reasonable cost of such audit.

E-11 Independent Contractor [R]

In the performance of services under this Contract, Infor and any other person employed by it shall be deemed an independent contractor and not an agent or employee of the City. Infor shall be liable for the actions of any Person, organization or corporation with which it subcontracts to fulfill this Contract to the

same extent it is liable for its own employees under this Contract. The City shall hold Infor as the sole responsible party for the performance of this Contract. Infor shall maintain complete control over its employees and subcontractors. Nothing contained in this Contract or any subcontract awarded by Infor 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 provision of this Contract void, shall in no way affect the validity or enforceability of any other 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 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.

E-13 Conforming Services [CAO-7/24/08]

The goods and services provided under this Contract shall conform in all material respects with the requirements set forth in this Contract. Infor shall furnish the City with sufficient data and information needed to determine if the goods and services provided conform to all the requirements of this Contract.

E-14 Modification/Amendment [R]

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.

The preferred method of modification shall be amendment of or addition to the Order Form in accordance with this Section, or amendment and restatement of the Contract.

E-15 Entire Agreement, Section Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and Infor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract. Any purchase order, supplemental form, or similar document that may be issued by City or Infor in connection with this Contract does not modify this Contract.

(b) The section 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 to which they pertain.

(c) This Contract and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Contract and all Order Forms entered into pursuant hereto may be signed in counterparts.

(d) Infor is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, & 60-741.5 are herein incorporated by reference.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(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

deliverables 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 present 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 [R]

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 documentation are deemed to be public records to the extent required by law. In the event that Customer receives a request under the Nevada Public Records Law for any information defined as "Confidential Information" or labeled as such by Infor, the City will promptly provide Infor notice of the request for information so that Infor may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. Infor shall be allowed no more than five calendar days from date of such notification to establish reasons why the information should be withheld.

E-18 Confidentiality – [R]

(a) Except as otherwise permitted under this Contract, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Products and any software programs provided with the Products, the non-disclosure and non-use obligations of this Contract will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, City's obligations to maintain both the Products and any software programs provided with the Products, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity.

E-19 Survival

All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Contract.

E-20 Order of Precedence

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

E-21 Marketing Restrictions [CAO-7/24/08]

Infor 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 Infor or its services.

E-22 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 on the expenditure of monies for the services required under this Contract.

E-23 Force Majeure.

Neither party will be liable to the other for any failure or delay in performance under this Contract due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, labor disruption, acts, omissions and defaults of third parties not under the control of the responsible party, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

PART F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Exhibit A	Order Form Section C-1(a)	
Exhibit B	Software Support Supplement Section C-4	
Exhibit C	Nondisclosure Agreement Section B-1(f)	

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-3-12
Date

"Infor"

EXHIBIT A - ORDER FORM

SECTION I. Previously Licensed Hansen 7 Component Systems being migrated to Hansen 8:

	Part # (if applicable)	Component System	User Restriction* Type	License Fee (paid)	Support Type	Support and Maintenance Charge
1	HDDB	Hansen - ENTERPRISE DASHBOARD	Enterprise	NC	XT	NC
2	H7ID	Hansen 7.x - Image Display	Enterprise	NC	XT	NC
3	HDYP-CS	Hansen Dynamic Portal for Customer Service	Enterprise	$7,006.90	XT	1154.99
4	H7AE-01	Hansen 7.x - Street	Enterprise	NC	XT	Inc w/Roadway
5	H7LC-01	Hansen 7.x - Construction & Use Permits	Enterprise	$905,241.02	XT	149216.32
6	H7LWN-01	Hansen 7.x - Work Notice	Enterprise	$118,153.12	XT	19475.89
7	H7IP	Hansen 7.x - Image Processing (System	Enterprise	$13,233.15	XT	2181.30
8	H7AS-01	Hansen 7.x - Sewer	Enterprise	$61,754.71	XT	10179.40
9	H7AIC	Hansen 7.x - Inventory Control Advanced	Enterprise	$13,233.15	XT	2181.30
10	H7CM-01	Hansen 7.x - Cashiering Module	Enterprise	$79,398.91	XT	13087.80
11	H7AI-01	Hansen 7.x - Industrial Waste	Enterprise	NC	XT	NC
12	MARS-ADM	Hansen GEOAdministrator	Enterprise	$28,230.72	XT	4653.44
13	H7FTV	Hansen 7.x - Formula Based TV Insp.	Enterprise	NC	XT	Inc w/Advanced
14	H7AW-01	Hansen 7.x - Water	Enterprise	$61,754.71	XT	10179.40
15	HDYP-P	Hansen Dynamic Portal for Permits	Enterprise	$16,346.85	XT	2694.55
16	H7SPOT	Hansen 7.x - Spot Inspection	Enterprise	NC	XT	Inc w/ Advanced
17	H7TAB	Hansen 7.x - Tab Editor	Enterprise	$17,647.84	XT	2909.00
18	H7VAL	Hansen 7 - Asset Valuation	Enterprise	NC	XT	NC
19	H7AT-01	Hansen 7.x - Storm	Enterprise	$61,754.71	XT	10179.40
20	MARS-IMV	Hansen Integrated Map Viewer	Enterprise	$6,616.58	XT	1090.65
21	H7TR-01	Hansen 7.x - Roadway	Enterprise	$123,509.42	XT	20358.80
22	H7CS-02	Hansen 7.x - Customer Service - COMBINED	Enterprise	$44,110.51	XT	7271.00
23	H7CMG	Hansen 7.x - Contract Manager	Enterprise	NC	XT	NC
24	H7TP-01	Hansen 7.x - Pavement Management System	Enterprise	$26,466.30	XT	4362.60
25	H7AB-01	Hansen 7.x - Building	Enterprise	NC	XT	NC
26	H7LP-01	Hansen 7.x - Code Enforcement	Enterprise	$694,764.07	XT	114522.14
27	H7OLE	Hansen 7.x - OLE Container	Enterprise	$19,849.73	XT	3271.95
28	H7ME	Hansen 7.x - Menu Editor	Enterprise	$13,235.40	XT	2181.67
29	H7MAX	Hansen 7.x - Accident Reporting Module	Enterprise	$103,659.69	XT	17086.85
30	H7AP-01	Hansen 7.x - Plant/Fleet	Enterprise	$33,082.88	XT	5453.25
31	H7APC-01	Hansen 7.x - Complex/Parks	Enterprise	$61,754.71	XT	10179.40
32	H7LSI	Hansen 7.x - Advanced Inspections	Enterprise	$6,628.41	XT	1092.60
33	H7SCK	Hansen 7.x - Spell Checker	Enterprise	NC	XT	NC
34	HDYP-L	Hansen Dynamic Portal for Licensing	Enterprise	$16,346.85		2694.55
35	H7LL-01	Hansen 7.x – Licensing	Enterprise	$187,469.65		30901.75

SECTION II. Hansen 8 Component Systems being migrated from Hansen 7:

	Part # (if applicable)	Component System	User Restriction* Quantity	Type	License Fee (paid)	Support Type	Support and Maintenance Charge
1	H8CS	Hansen 8 – Customer Service	1	Enterprise	$44,110.51	XT	7,271.00
2	H8WM	Hansen 8 – Work Management	1	Enterprise	$272,400.12	XT	44,901.35
3	H8AFA	Hansen 8 - Facility	1	Enterprise	NC	XT	N/C
4	H8AF	Hansen 8 - Fleet	1	Enterprise	NC	XT	Inc. w/ Plant
5	H8AP	Hansen 8 - Plant	1	Enterprise	$16,541.47	XT	2,726.63
6	H8APC	Hansen 8 – Parks	1	Enterprise	$30,877.35	XT	5,089.70
7	H8TR	Hansen 8 – Roadway (Includes Street)	1	Enterprise	$61,754.71	XT	10,179.40
8	H8AS	Hansen 8 - Sewer	1	Enterprise	$30,877.35	XT	5,089.70
9	H8AT	Hansen 8 - Storm	1	Enterprise	$30,877.35	XT	5,089.70
10	H8AE	Hansen 8 - Street	1	Enterprise	NC	XT	Inc. w/ RW
11	H8AW	Hansen 8 - Water	1	Enterprise	$30,877.35	XT	5,089.70
12	H8IW	Hansen 8 – Industrial Waste	1	Enterprise	NC	XT	
13	H8AA	Hansen 8 – Asset Analysis (server based)	1	Enterprise	$26,466.30	XT	4,362.60
14	H8VAL	Hansen 8 – Asset Valuation	1	Enterprise	NC	XT	N/C
15	H8AIC	Hansen 8 – Inventory Control	1	Enterprise	$13,233.15	XT	2,181.30
16	H8PO	Hansen 8 – Materials Management	1	Enterprise	NC	XT	Incl with AIC
17	H8SC	Hansen 8 – Service Contract	1	Enterprise	NC	XT	N/C
18	H8IM	Hansen 8 – Incident Management	1	Enterprise	$103,659.69	XT	17,086.85
19	H8MD	Hansen 8 – Map Drawer	1	Enterprise	$6,616.58	XT	1,090.65
20	H8GGS	Hansen 8 – GEOAdministrator	3	Named Users	$28,230.72	XT	4,653.44
21	H8LL	Hansen 8 - License	1	Enterprise	$187,469.65	XT	30,901.75
22	H8LT	Hansen 8 – Trade License	1	Enterprise	NC	XT	Inc. w/ H8LL
23	H8LC	Hansen 8 - Building Permit	1	Enterprise	$905,240.11	XT	149,216.17
24	H8USE	Hansen 8 – Use Permit	1	Enterprise	$118,153.12	XT	19,475.89
25	H8LPP	Hansen 8 – Project Permit	1	Enterprise	NC	XT	Incl w/ H8LC
26	H8LLPL	Hansen 8 – Planning Permit	1	Enterprise	NC	XT	Incl w/ H8LC
27	H8LP	Hansen 8 – Code Enforcement	1	Enterprise	$694,764.07	XT	114,522.14
28	H8CM	Hansen 8 – Cashiering (CDR Only)	1	Enterprise	$79,398.91	XT	13,087.80
29	HDYP-CS	Hansen 8 – Dynamic Portal – Customer	1	Enterprise	$7,006.90	XT	1,154.99
30	HDYP-L	Hansen 8 – Dynamic Portal – License	1	Enterprise	$16,346.85	XT	2,694.55
31	HDYP-P	Hansen 8 – Dynamic Portal – Permit	1	Enterprise	$16,347.70	XT	2,694.69

SECTION III. Additional Component Systems:

	Part # (if applicable)	Component System	User Restriction* Quantity	Type	License Cost	Support Type	Support and Maintenance Charge
1	H8CDRB	Hansen 8 – CDR Billing	1	Enterprise	230,000	XT	46,000
2	H8BWS	Hansen 8 – Billing Web Services	1	Enterprise	20,000	XT	4,000
3	H8CWS	Hansen 8 – CDR Web Services	1	Enterprise	20,000	XT	4,000
4	SELC-MS8-CDRN	Mobile CDR Server for Notebook Edition	1	Enterprise	20,000	XT	4,000
5	SELC-MS8-CDRF	CDR Field User License	10	Named Users	20,000	XT	4,000
					Total License Fee: $310,000.00		

* If specified in the User Restriction field:
Named Users: Quantity represents the maximum number of Named Users that may access the Software and each Named Users (e.g. login ID) requires a license. Each license may only be assigned to a single and exclusive log-in. Customer may not utilize any method or program to automatically reassign a log-in from one user to another. Customer may reassign any Named User at any time, provided that Customer does not exceed the number of Named Users set forth above.

Concurrent Users: Quantity represents the maximum number of authorized users that may access the Software at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

Enterprise: Allows unlimited use of the software by the City.

Server: A license is required for each server on which the application is installed.

** Selected option in addition to standard Support.

V. Support Services & Payment Terms

Annual Support Fee (Table I & Table II Components): **$406,060.00 paid through 7/31/2012**

Additional Annual Support Fee (for re-support on Business License for Hansen 8): **$30,901.75**

Additional Annual Support Fee (Table III Components): **$62,000.00**

Annual Escalation Percentage Cap: 3% or the then-current Consumer Price Index, whichever is less.

Initial Term of Support: Order Form Date through 7/31/2012 — **TBD Based on Date**

Fee for Initial Term of Support***:

Software and Maintenance are 100% invoiced upon Order Date, with the payment terms of NET 60.

All software maintenance on new Product purchased is at the Infor standard 20%

*** If the Initial Term is less than or more than 12 months, the Fee for Initial Term of Support represents a proportional amount of the Support Fee based on the anticipated Order Form Date. This fee may vary based on the actual Order Form Date.

Total Amount Due (before applicable taxes): **$TBD Based on Order Date**

Electronic Delivery to:	City of Las Vegas	**Invoice Address: (if blank, the Delivery Address shall be used for Invoicing):**	City of Las Vegas Accounts Payable – 4th Floor 495 South Main Street Las Vegas, Nevada 89101
Contact Name: Contact Title: Contact Phone Contact email	Diane Santiago Cornier Enterprise Project Manager 702-229-1050 dcornier@lasvegasnevada.gov	Contact Name Contact Title: Contact Phone Contact email	Andrea Souza Accounting Technician (702) 229-2026 asouza@lasvegasnevada.gov

EXHIBIT B - SOFTWARE SUPPORT SUPPLEMENT

Date: May 16, 2012

The following severity descriptions and target response time objectives apply to all standard software support plans Infor offers in the normal course of its business as of the date set forth above. As such, this document shall serve as a supplement to the Software Support agreement in place between Infor (or one of its affiliated companies) and Licensee. Infor may amend these severity descriptions and response time targets at any time, without notice.

Severity Levels

There are currently five defined levels of incident severity (priority) and associated response targets. Priority attention is given to the incident based on the severity level.

Severity	Description	Examples
1*	Production Down	A customer's production system, database, or licensed software is inoperable. A major application failure has occurred or data integrity issues exist, and business processes are halted. There is no workaround available.
2	High	A critical business process is impaired, causing a serious disruption of a major business function. It is causing serious impact on daily functions or processing, and there is no acceptable workaround
3	Medium	Non-critical problems occur with the licensed software. Customer is able to run the system and/or application, and there is an acceptable workaround for the problem.
4	Low	An inquiry and/or low system impact issue which does not require immediate attention. This includes cosmetic issues on screens, errors in documentation, or a request regarding the use of the licensed software.
E	Suggestion for Enhancement	A suggestion is made for enhancing the system by adding new features or improving existing features.

* Please note, customers should report all Severity 1 issues by telephone to their local support center to assist in achieving the response target set forth below.

Response Targets

Responding promptly to customers' requests is an important goal of the Infor Global Support team. A Response Target below is calculated as the difference between the time an incident is accurately logged into the Infor system and the time of the first value-added communication to the customer. Our response targets are defined based on support plan, on the following table. Note that no response goals have been set for incidents designated as severity code "E."

Customers are required to specify the severity code when logging a new incident. Incidents are periodically tracked and controlled in order to assist in retaining a high service-level availability rate. Note that the default severity when logging an incident is "3."

We will make commercially reasonable efforts to meet the targets set forth below by Support plan. Note that only Severity 1 issues are covered after hours.

Severity	Xtreme (24X5)*
1	Within 1 Hour
2	Within 4 Business Hours
3	Within 8 Business Hours
4	Within 12 Business Hours

Incidents not receiving proper attention to resolve reported Defects shall be treated as a dispute in accordance with Contract Section E-1.

EXHIBIT C – NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into on this _____ day of _____ 20_____ (the "Effective Date") by and between **The City of Las Vegas** ("City"), and)_____ (the "Company"). The City and the Company are sometimes referred herein individually as a "Party" and collectively as the "Parties." The Parties have commenced discussions concerning a business relationship between them ("Business Relationship"). In connection with the foregoing, the Parties recognize that the City may provide to the Company Confidential Information. The Parties intending to be legally bound, hereby agree as follows:

1. Definitions

(a) "Confidential Information" means all non-public information provided by the City to or otherwise received by the Company (and all copies thereof) concerning the City or its business, products or services that has been identified as confidential or proprietary or would be understood to be confidential or proprietary by a reasonable person, including without limitation, information relating to the City's business affairs, business and marketing plans, data, software (including all algorithms, methods, techniques and processes revealed by such software, collectively "Software"), and requirements documentation, training materials, vendors, trade secrets, prices, technology, accounting, business systems and computer programs.

2. Obligations.

(a) The Company shall treat as confidential all Confidential Information and shall prevent unauthorized access by all third parties to the Confidential Information. The Company will use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care.

(b) The Company shall not disclose such Confidential Information to any persons other than those directors, officers, employees, agents, accountants and advisors of the Company and/or its affiliates ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the Business Relationship and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. The Company shall be responsible for the breach of this Agreement by any of its Representatives.

(c) The Company shall not remove any intellectual property right notice attached to or included in any Confidential Information furnished by the City and will reproduce all such notices on any copies.

(d) The Company shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of Confidential Information. The Company will cooperate with the City in every reasonable way to help the City regain possession of its Confidential Information and/or to prevent further unauthorized use or disclosure of such.

3. Purpose of Confidential Information. The Company shall use the Confidential Information solely in connection with the proposed Business Relationship and, should the parties choose to enter into the Business Relationship, in connection with the performance of obligations and enforcement of rights in connection therewith.

4. Destruction or Return of Confidential Information. In the event that the Parties shall cease discussions in connection with the proposed Business Relationship or otherwise terminate the Business Relationship, upon the City's request, the Company shall promptly return to the City all Confidential Information furnished to, or obtained by, the Company and further shall destroy all material in Company's possession that incorporates or is derived from the Confidential Information of the City hereunder.

5. Mandatory Disclosure. If the Company is required by judicial or administrative process to disclose the Confidential Information provided by the City, then the Company shall promptly notify the City in order to enable the City a reasonable time to oppose such process. The Company will not oppose any action by the City to seek a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the City, such disclosure is required; the Company shall use its best effort to obtain reliable assurances that the disclosure will be afforded confidential treatment.

6. Exceptions to Confidential Information. The provisions of Paragraphs 2 through 5 above shall not apply to any Confidential Information that: (a) is or becomes publicly known through no fault of Company; (b)

Company can demonstrate was already known to it prior to receipt from the City; (c) was independently developed by employees of the Company independently of, or without reference to, the Confidential Information of the City (for which the Company shall have the burden of proof), or (d) is required to be disclosed under Section 5 hereof.

7. Term. The non-disclosure and non-use obligations of the Company with respect to Confidential Information disclosed under this Agreement shall commence on the Effective Date and continue through the tenth (10^{th}) anniversary of the Effective Date, provided however, the Company's obligations to maintain the confidentiality of any Software shall continue in perpetuity. Notwithstanding the foregoing, to the extent that the parties enter into a license agreement governing any Software disclosed hereunder, the confidentiality obligations of this agreement will terminate and will be superseded and replaced by the confidentiality obligations set forth in such license agreement.

8. No Warranty; No license. The Parties hereby acknowledge that no one has made or makes any representation or warranty concerning the accuracy or completeness of any of the Confidential Information. This Agreement shall not be construed as granting any rights by license or otherwise to any of the Confidential Information.

9. Remedies. The Company acknowledges that in the event of a breach or threatened breach of the provisions of this Agreement, the City may have no adequate remedy in money damages and, accordingly, shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies available to it.

10. Binding Provisions. The Parties hereby agree that unless and until a definitive written agreement regarding the Business Relationship has been executed, neither party will be under any legal obligation of any kind whatsoever with respect to such Business Relationship by virtue of this Agreement, except for the matters specifically agreed herein.

11. Miscellaneous.

(a) Successors. The rights and obligations of the Parties set forth herein shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the state of Nevada, without regard to the conflicts of laws principles thereof.

(c) Modifications; Waiver; Counterparts. No modification of this Agreement shall be effective unless in writing and signed by all parties. No waiver of any provision of this Agreement shall be effective unless signed by the waiving party. This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.

(d) Entire Agreement. This Agreement is the entire agreement between the parties with respect to nondisclosure of Confidential Information and supersedes all prior representations and agreements between the parties on the subject.

IN WITNESS WHEREOF:

COMPANY NAME	**CITY OF LAS VEGAS**
_____	_____
Signature Date	Signature Date
_____	Kathleen C. Rainey
Printed Name	Printed Name
_____	Manager, Purchasing and Contracts
Title	Title

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve award of Modification No. 2 to Contract No. 070410-DK, Soil Transportation and Stockpile Management Services in connection with the Symphony Park Site construction activities, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. - Award recommended to: LAS VEGAS PAVING CORPORATION ($276,360 - General Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $276,360
Funding Source: General CPF
Dept./Division: City Parkway V, Inc.

PURPOSE/BACKGROUND:
On July 23, 2007 Bid No. 070410-DK was awarded by the President of City Parkway V, Inc. in the amount of $351,250 for soil transportation and stockpile management services in support of activities in Symphony Park. Subsequent funding increases totaling $1,590,000 were approved by City Council to continue the work. Modification No. 2 will support continuing development projects in this area. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Dave Breault - (702) 251-5800

RECOMMENDATION:
That City Council approve award of Modification No. 2 to Contract No. 070410-DK, Soil Transportation and Stockpile Management Services to Las Vegas Paving Corporation in the amount of $276,360 bringing the total Contract amount to $2,217,610.

BACKUP DOCUMENTATION:
Modification No. 2 to Contract No. 070410-DK

CONTRACT MODIFICATION No. 2

SOIL TRANSPORTATION AND STOCKPILE MANAGEMENT

THIS MODIFICATION No. 2 is being entered into this _____ day of _____, 2012, by and between the CITY OF LAS VEGAS. (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and LAS VEGAS PAVING CORPORATION (hereinafter the "Company"), having its principal office at 4420 South Decatur Boulevard, Las Vegas, Nevada 89103.

RECITALS

WHEREAS, the parties hereto entered into the Soil Transportation and Stockpile Management contract dated July 23, 2007, and

WHEREAS, the parties hereto desire to further modify the Contract to include a change to the B-3 Prices/Costs and Section C - Scope of Services as stated herein,

NOW, THEREFORE, in consideration of the foregoing and other and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Contract shall be amended and restated to include the following:

Add:

B-3 Prices/Costs

Amount Transported And Disposal	Description	UOM	Price
16,450	Legally Clean Soil	Ton	$16.80

Section C - Scope of Services

C-5 Transportation of Contaminated Soils

(c) Loading, Transportation and Disposal of "*Legally Clean*" Soil.

The Company shall be responsible for the loading of "*Legally Clean*" soil as defined in the Symphony Park Soil and Groundwater Management Plan dated March 21, 2007, from the designated stockpile storage/containment area into haul trucks, and transporting the material to Wells Cargo, or another facility, as specified by the City/Project Manager. All loads shall be documented with a weigh ticket. The Company shall provide the Project Manager with two copies of each weight ticket for every load and a summary sheet by the completion of the hauling cycle or at the end of the billing period. The company is responsible for the loading, transportation and disposal of "*Legally Clean*" soil as directed by the City/Project Manager.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 2 to be executed by their duly authorized representatives.

CITY PARKWAY V

ELIZABETH N. FRETWELL, President

ATTEST:

BEVERLY K. BRIDGES, CMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/7/12
John S. Ridilla Date
Deputy City Attorney

LAS VEGAS PAVING CORPORATION

DAVID C. BREAULT, Environmental Manager

"Company"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a Temporary Right-of-Entry between the City of Las Vegas and the Clark County School District for the City to complete a restoration project as a part of the Safe Routes to Schools Project located at 4000 El Parque Avenue, also known as Vegas Verdes Elementary School - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City intends to improve the current right of way along Las Verdes Street to complete a restoration project and has requested permission to enter onto the school property temporarily for construction and staging of equipment and materials.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Temporary Right-of-Entry

TEMPORARY RIGHT-OF-ENTRY
BETWEEN THE
CITY OF LAS VEGAS
AND THE
CLARK COUNTY SCHOOL DISTRICT
AT VEGAS VERDES ELEMENTARY SCHOOL

This Temporary Right-of-Entry (hereinafter referred to as "ROE") is made this _____day of _____, 2012, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as "City"), and the Clark County School District, a political subdivision of the State of Nevada (hereinafter referred to as "District"). The District and City hereinafter may be individually referred to as "Party" or collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties recognize the need to jointly enhance, develop, and utilize both existing and future sites and resources in the most efficient manner possible; and

WHEREAS, District is the owner of that real property located at 4000 El Parque, Las Vegas, NV, 89102, also known as Vegas Verdes Elementary School, Assessor's Parcel Number 162-06-701-001 (hereinafter referred to as "School") as shown on Exhibit "A" attached hereto and made a part thereof; and

WHEREAS, City intends to improve the current right of way, Las Verdes Street, to complete a restoration project (hereinafter referred to as "Project") as a part of the Safe Routes to Schools Project as shown on Exhibit "B" attached hereto and made a part thereof; and

WHEREAS, City has requested permission to enter two areas of the School along Las Verdes Street for construction and staging of equipment and materials (hereinafter referred to as "Construction Area") as shown on Exhibit "B" for the duration of Project; and

WHEREAS, District has requested that the City provide documentation granting a temporary ROE; and

WHEREAS, the Parties mutually agree and understand that any and all improvements, constructed as a part of this Project will be at the City's expense and there will be no cost to the District; and

WHEREAS, the Parties mutually agree and understand that this ROE does not constitute conveyance of any rights, title, or interest in this School, but only the temporary right to enter for the purposes stated. The District reserves all rights.

NOW THEREFORE, the District hereby grants permission for City, its agents and contractors to access the Construction Area as described below. In consideration for said permission, City promises to perform the work as outlined in the ROE and the Parties agree to the following terms and conditions.

1. **Intent and Purpose**: The intent of this ROE is to provide City temporary access to the Construction Area as shown on Exhibit B. City will arrange any and all access required through the School's Facilities Service Representative.

2. **Term**: This ROE will commence June 8, 2012 and conclude with the vacation of the School by the City on or before August 17, 2012.

3. **Extension of Time**: The term of this ROE may be extended by a letter signed and dated by both Parties listing any and all changes. The term may be extended to complete the Project, as defined herein in Section 4, by written notice to District at the sole and absolute discretion of the District. This ROE is subordinate to all prior or future rights and obligations of the District on the School, except that the District shall grant no rights inconsistent with the reasonable exercise by City of its rights under this ROE. Any significant changes to the original terms will result in a new ROE being entered into.

4. **Restoration of the Property**: Upon the completion, termination or revocation of this ROE, City shall, at its own cost and expense, restore the School and Construction Area to the same condition in which it was prior to City's entry, restripe the existing parking lot as needed due to construction and stabilize the staging area with water or dust suppressant to meet Clark County Department of Air Quality and Environmental Management regulations. City shall promptly notify District in writing upon completion of the Project. District shall notify City within ten (10) business days if the Project is unacceptable to District. In the event the District fails to do so within said ten (10) business day period, District shall be deemed to have approved the Project. If District reasonably objects to any portion of the Project, within said ten (10) business day period, then City shall have fifteen (15) business days to cure such defects after receipt of District's written objection. If it is not possible to cure such defects within said fifteen (15) business day period, City shall nevertheless commence such cure work within said fifteen (15) business day period and diligently prosecute same to completion.

5. **Revocable Licenses and Termination**: Notwithstanding any improvements made by City to the School or any sums expended by City in furtherance of this ROE, the ROE granted herein is revocable and may be terminated by District in accordance with the terms of this Agreement. This ROE may be terminated at any time by either Party upon thirty (30) business day's prior notice in writing to be served upon the other Party. In cases of an emergency or a breach of this ROE by City, this ROE may be terminated by District immediately.

6. **Revocation**: This ROE can be revoked by the District with ten (10) business day's written notice. Notice shall be in accordance with Section 25 of this ROE.

7. **Submittals**: The City shall provide the District with construction plans, including all revisions, for review, and obtain District approval prior to the start of construction.

8. **Construction**: Construction will commence after the last scheduled school day June 7, 2012 and be completed on or before August 17, 2012. Access to Construction Area is not restricted when school is not in session. Construction will be limited to the scope and specifications as shown on Exhibit "C" attached hereto and made a part thereof. The City shall keep the Construction Area and School grounds free of and have controlled access to all construction equipment, materials, debris, and hazards.

9. **Compliance with Laws/Permits**: City shall, in all activities undertaken pursuant to this ROE, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, City, at its sole cost and expense, shall obtain any and all permits, which may be required by any law, regulation or ordinance for any activities City desires to conduct or have conducted pursuant to this ROE.

10. **Improvements**: City will assume all responsibility for repair of any damages to said Construction Area, including but not limited to driveways, landscaping, fencing, signs, and underground lines. Additionally, City will assume all responsibility for the removal of debris, including trash, on the Construction Area and School grounds upon completion of the Project. The City will restore all disturbed areas in and around Construction Area and School grounds to their original condition upon expiration, cancellation, or termination of the ROE.

11. **Inspection**: The District and its employees, representatives, agents or independent contractors may enter and inspect the Construction Area or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify City's compliance with the terms and conditions of this ROE. The District will conduct site inspections before the Project is commenced and after it is completed to verify the condition of the School grounds and Construction Area.

12. **Liens**: City shall not permit to be placed against the School, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to City's actions upon the School. The City agrees to hold the District harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens, which might be filed against the School and Construction Area.

13. **Warranty**: City agrees to include provisions in its construction contract requiring its contractor to warrant and guarantee to the District that all work will be performed in a good and workmanlike manner in accordance with this ROE. The City further agrees to include provisions in its construction contract requiring its contractor to guarantee all labor and materials provided against defects and/or workmanship for a period of one year. Any labor or materials furnished by the City's contractor found defective by the District during the warranty period shall be repaired and/or replaced at the expense of City's contractor, including labor.

14. **Indemnity**: The Parties shall be responsible for their own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41. City assumes all responsibility for City's contractor and its actions. Activity will be at no risk to the District. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.

15. **Insurance**: Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the State of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each Party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 may not apply. City is responsible for requiring their contractor to maintain and provide evidence of the following insurance coverages:

> Commercial General Liability in an amount no less than $1,000,000 each occurrence, reflecting Clark County School District as an additional insured.
>
> Worker's Compensation/Employers Liability in an amount no less than $1,000,000 providing a waiver of subrogation in favor of Clark County School District.

16. **Continuing Liability**: No termination of this ROE shall release City from any liability or obligation hereunder resulting from any acts, omissions or events happening prior the termination of this ROE and restoration of the School and Construction Area to its prior condition.

17. **Not Real Property Interest**: It is expressly understood that this ROE does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the School to the City. This ROE is not exclusive and the District specifically reserves the right to grant other rights of entry within the vicinity of the School that do not conflict with the rights granted herein.

18. **Attorneys' Fees**: In the event of a dispute between the Parties with respect to the terms or conditions of this ROE, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

19. **Soils**: No hazardous materials are to be placed on or stockpiled at or on the School grounds or Construction Area. All materials and equipment placed at/on the School grounds and Construction Area will be clean and free of any toxic waste or hazardous chemicals.

20. **Dumping/Dust**: All work performed by and for City will be completed in a professional manner, by a licensed contractor, with all current permits as required.

21. **Compensation**: Considering the temporary nature of the ROE, the minimal effect on the School and Construction Area, and unspecified benefits to the District, City will not be charged a fee for accessing the School.

22. **Coordination**: The City is responsible for the Construction Area and job site at all times during activities detailed on this ROE. By signing this ROE, City agrees to coordinate access and all on-site activities with the School's Facilities Service Representative.

23. **Security**: The City agrees to properly operate, secure and manage the site. District will not be held liable for any damage or loss of construction materials, tools and equipment, nor injuries arising out of or attributable to the activities detailed in this ROE. The City is on notice that school children will be in the proximity of the project and shall advise the contractors and subcontractors to take appropriate security measures.

24. **Counterparts**: This ROE 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.

25. **Notices**: Any notice required to be given hereunder shall be deemed to have been given when notice is, (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

District Representative: For the purpose of communication, negotiation, or other notices the following will be considered the District's representative.

Clark County School District
Real Property Management
Attn: Director

4190 McLeod Drive, 2nd Floor
Las Vegas, Nevada 89121
Office: (702) 799-5214
Fax: (702) 799-5436

Facilities Service Representative: For the purpose of coordination and gaining access to the School, the Facilities Service Representative for the School should be contacted.

Clark County School District
Vegas Verdes Elementary School
Attn: Facility Service Representative Area 3
4000 El Parque Avenue
Las Vegas, Nevada 89119
Office: (702) 855-6650
Fax: (702) 855-6660

City of Las Vegas Representative: For the purpose of communication, negotiation, or other notices the following will be considered City's representative.

City of Las Vegas
Real Estate and Utilities
Attn: Robin Yoakum, Administrator
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
Office: (702) 229-1022
Fax: (702) 464-2522

Please indicate acceptance of these terms by signing in the space provided below and returning the signed original to the Clark County School District, Real Property Management Department, Attn: Director, 4190 McLeod Drive 2nd Floor, Las Vegas, Nevada 89121.

[Signatures on Next Page]

CLARK COUNTY SCHOOL DISTRICT

_____ 4/20/12

Linda K. Perri, Director
Real Property Management

Date

ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Clark)

ON April 20, 2012 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED ABOVE, ACKNOWLEDGED TO ME THAT THEY SUBSCRIBED THEIR OWN NAME.

WITNESS MY HAND AND OFFICIAL SEAL

PATRICIA A. O'GARA
Notary Public State of Nevada
No. 07-2982-1
My appt. exp. May 4, 2015

Notary Public and for said County and State
My Appointment Expires:

BY: _____ 4/20/12

Date

Approved as to form:

Carlos L McDade _____ 4/19/2012

Carlos McDade
General Counsel

Date

CITY OF LAS VEGAS

_____ _____

Carolyn G. Goodman, Mayor
City of Las Vegas

Date

ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Clark)

ON _____, 2012 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED ABOVE, ACKNOWLEDGED TO ME THAT THEY SUBSCRIBED THEIR OWN NAME.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public and for said County and State
My Appointment Expires:

BY: _____ _____

Date

Approved as to form:

John S. Ridilla _____ 4/30/12

Deputy City Attorney

Date

John S. Ridilla
Deputy City Attorney

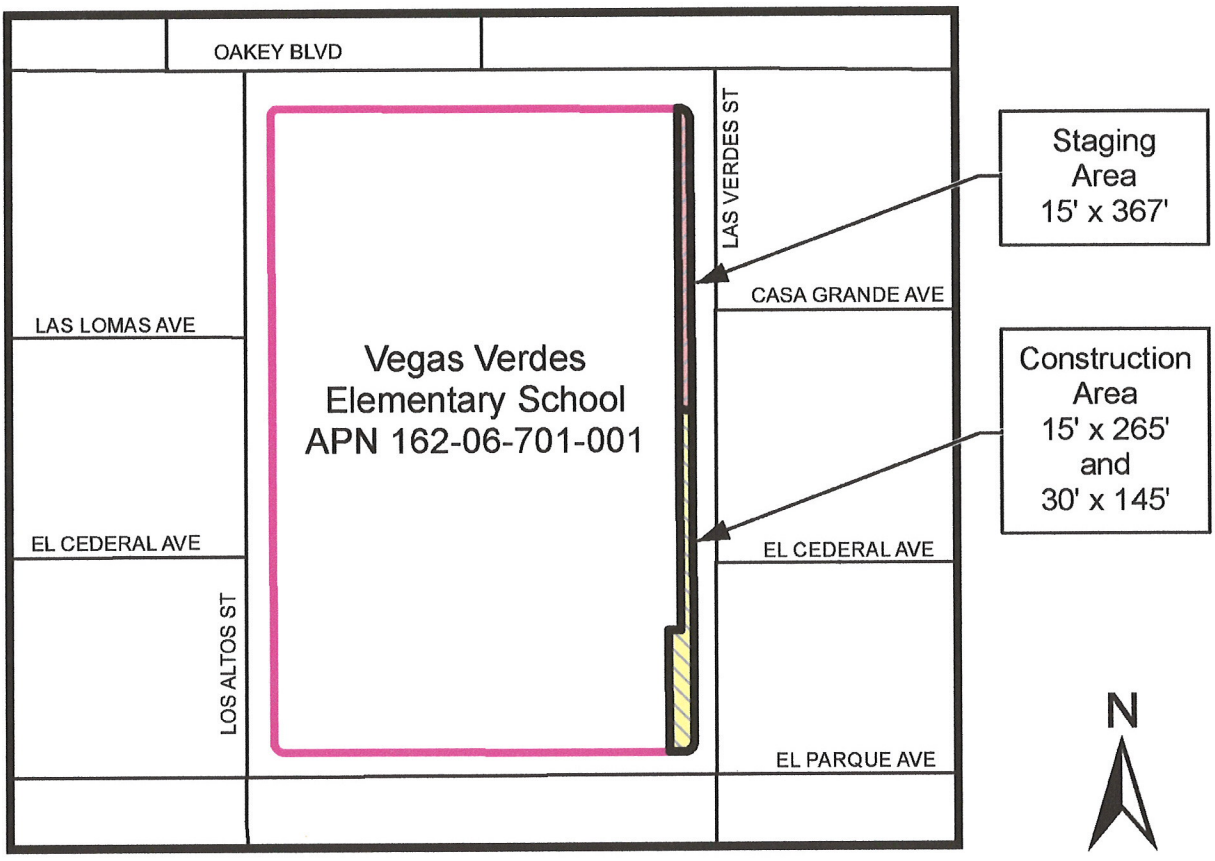
Exhibit A

Legal Description

A portion of the north half (N 1/2) of the southwest quarter (SE 1/4) of Section 6, Township 21 South, Range 61 East, MDM Clark County, Nevada.

The site contains approximately 8.07 acres.

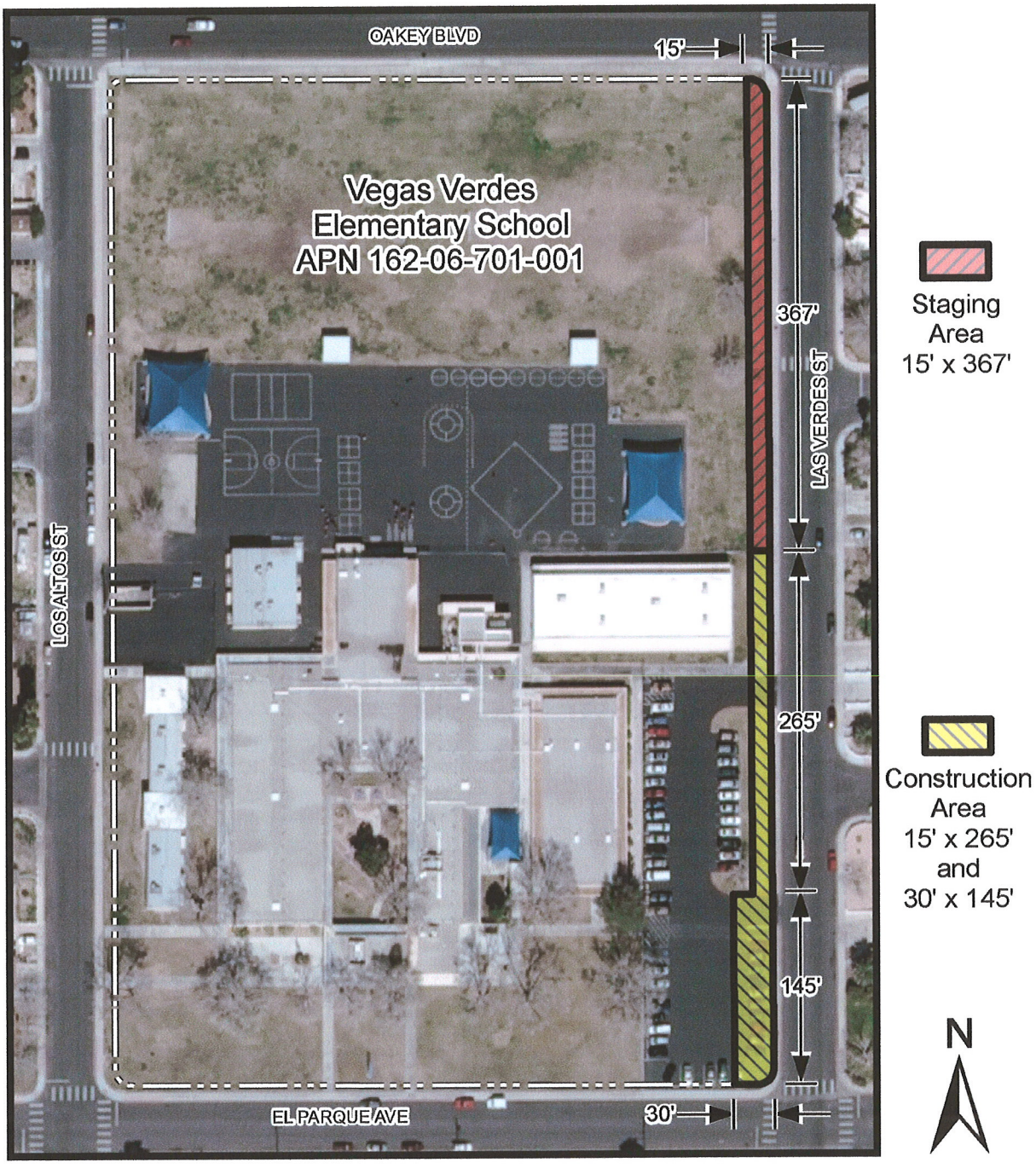
The site is also known as APN 162-06-701-001.



TEMPORARY RIGHT-OF-ENTRY FOR CITY OF LAS VEGAS AT VEGAS VERDES ELEMENTARY SCHOOL

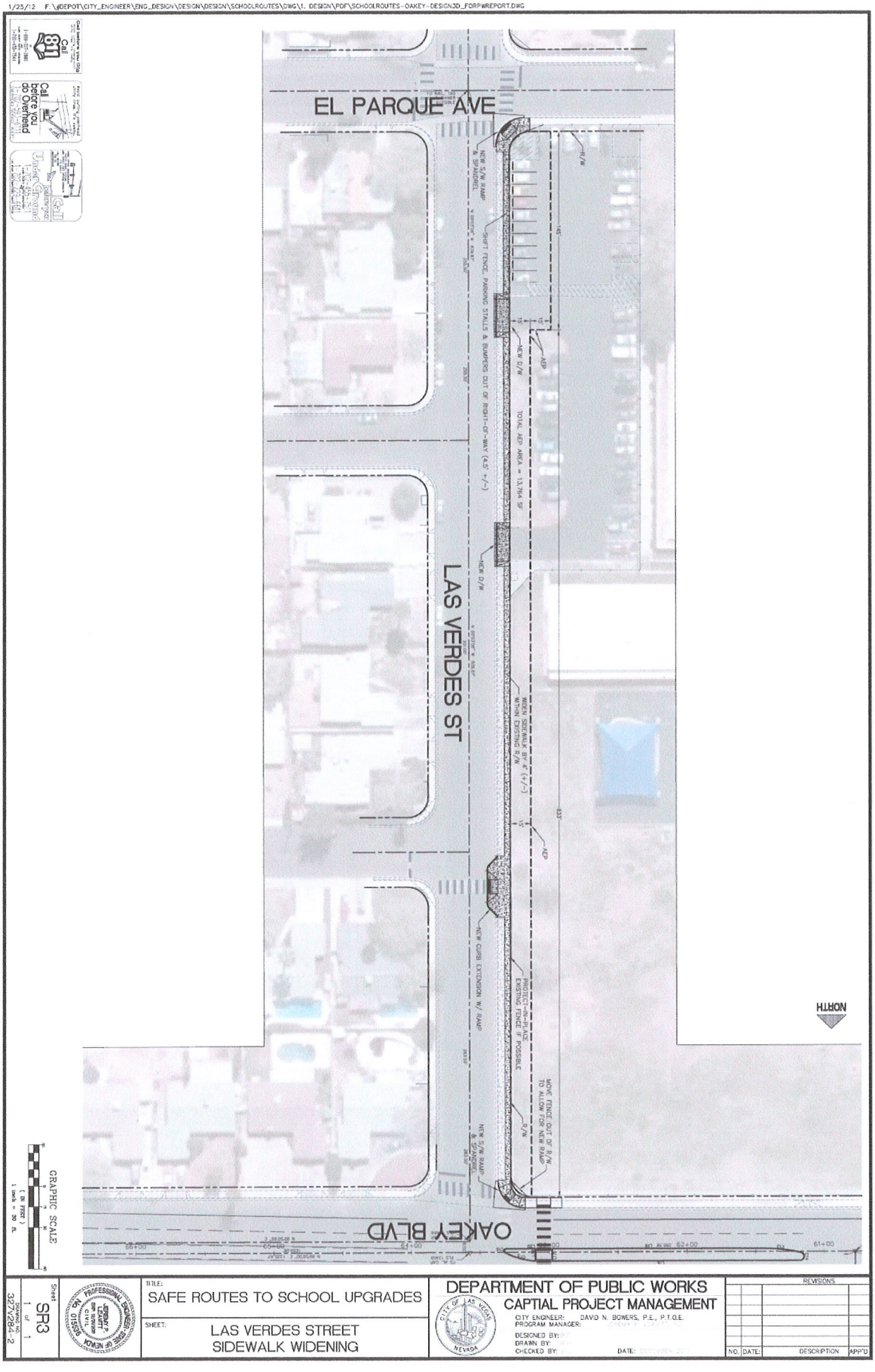
Exhibit B

Location Map



TEMPORARY RIGHT-OF-ENTRY
FOR CITY OF LAS VEGAS
AT VEGAS VERDES ELEMENTARY SCHOOL

Exhibit C



Sheet SR3 1 of 1	TITLE: SAFE ROUTES TO SCHOOL UPGRADES	DEPARTMENT OF PUBLIC WORKS CAPTIAL PROJECT MANAGEMENT	REVISIONS	
DRAWING NO. 3271284-2	SHEET: LAS VERDES STREET SIDEWALK WIDENING	CITY ENGINEER: DAVID N. BOWERS, P.E., P.T.O.E. PROGRAM MANAGER: DESIGNED BY: DRAWN BY: CHECKED BY: DATE:	NO. DATE: DESCRIPTION APP'D	

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership, FROM: United Sushi Corporation, TO: Bachi Burger, LLC dba Bachi Burger, 9410 West Sahara Avenue, Suite 150, Lorin Michael Watada, Mmbr, 50%, Ehren Keoni Watada, Mmbr, 50% - Ward 2 (Beers)

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 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.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a Change of Ownership for a Package License (Non-Operational), FROM: Smith's Food & Drug Centers, Inc., TO: Bells Market, LLC, dba Bells Market II, 515 East Oakey Boulevard, James Shoshani, Managing Mmbr, 100% JT, WROS, Naseem Shoshani, Mgr, 100% JT, WROS - 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 Change of Ownership for a Package License (Non-Operational). Previous business name and location was Smith's Food & Drug Center 359 at 232 North Jones Boulevard.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. Package liquor sales shall be limited to 24 square feet of retail floor space as stated in the revised justification letter dated February 13, 2012. The package liquor sales area shall be in addition to the 70 square feet of retail floor space currently utilized for beer/wine/cooler sales.
2. The Special Use Permit shall be subject to a required review at a public hearing one year after the issuance of a package liquor license for the business.
3. 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.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a New Beer/Wine/Cooler On-Sale License, Las Pupusas Restaurant #5 dba Las Pupusas Restaurant #5, 7450 West Cheyenne Avenue, Suites 108 & 109, Luis Alfredo Martinez Mendoza, Owner, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership, FROM: Red Rock Properties, Inc., TO: Hoffdel, LLC, dba Time Out Sports Bar & Grill, 6138 West Charleston Boulevard, Frederick Joseph Hoffman III, Managing Mmbr, 51%, Joseph Michael Delefave, Managing Mmbr, 49% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership. Previous business name and location was Club Barajas Bar & Grille at 5350 West Charleston Boulevard.

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.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a Change of Ownership for a Beer/Wine/Cooler Off-Sale License, FROM: City Express #5, LLC, TO: Smoke Ranch Enterprises, Inc., dba Smoke Ranch AM PM, 2401 North Jones Boulevard, Rapinder Chima, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership for a Beer/Wine/Cooler Off-Sale License. Previous business name was AM PM Jones.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a Restricted Gaming License, Smoke Ranch Enterprises, Inc., dba Smoke Ranch AM PM, 2401 North Jones Boulevard, Rapinder Chima, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a One Day Opening for a Non-Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company db at Moulin Rouge, 840 West Bonanza Road, Woodson Robert, VP - 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 One Day Opening for a Non-Restricted Gaming License for 16 Slots to preserve the Non-Restricted Gaming rights. Opening date is for June 19, 2012 for an eight hour period from 6:00 am to 2:00 pm.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve an Extension of a Temporary Locksmith and Safe Mechanic License, Carolyn Kay Braceda dba All Valley Lock & Key, 11305 Asilo Bianco Avenue, Carolyn Kay Braceda, Owner, 100% - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Locksmith and Safe Mechanic License.

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

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a Change of Ownership for a Martial Arts Instruction License, FROM: Will K. Lee, TO: World KM Taekwondo Las Vegas, Inc., dba World KM Taekwondo Las Vegas, Inc., 1780 North Buffalo Drive, Suite 105, Will Lee, Pres, 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 Change of Ownership for a Martial Arts Instruction License. Previous business name was World KM Taekwondo Las Vegas.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve Amendment Number 2 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications (not to exceed $1,350 annually - Special Assessment Special Revenue Fund [SRF]) - All Wards

Fiscal Impact

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

Amount: Not to exceed $1,350 annually
Funding Source: Special Assessment SRF
Dept./Division: Public Works\SID

PURPOSE/BACKGROUND:
Per NRS 271.357, the City is required to have a hardship evaluation process in place for those residents included in a City-designated special improvement district (SID). This interlocal with Clark County allows the City to use the services provided by Clark County Social Services to evaluate applications received by property owners requesting hardship assistance. Clark County Social Services is charging a fee of $45.00 per hour to provide this service. This amendment is required to exercise the second of four (4) one-year options to renew and extend the terms of the contract from July 1, 2012, through June 30, 2013.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment Number 2 to the Interlocal Contract

AMENDMENT NUMBER 2
To The
INTERLOCAL CONTRACT

SPECIAL IMPROVEMENT DISTRICT HARDSHIP DETERMINATION

This Amendment Number 2 to the Interlocal Contract is made and entered into this_____ day of _____, 2012, by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as COUNTY), and the CITY OF LAS VEGAS, NEVADA, a Municipal Corporation of the State of Nevada (hereinafter referred to as CITY).

WHEREAS, COUNTY and CITY entered into the Interlocal Contract on May 5, 2010 for the Department of Social Service (CCSS) to assist in evaluating City-designated special improvement district (SID) hardship applications; and

WHEREAS, Section III, Paragraph E, of the Interlocal Contract provides the option to renew the Interlocal Contract for four (4) one-year periods, upon approval by both COUNTY and CITY; and

WHEREAS, Section III, Paragraph G, of the Interlocal Contract authorizes amendments to the Interlocal Contract to be made upon mutual consent in writing by COUNTY and CITY; and

WHEREAS, Amendment 1 renewed the Interlocal Contract through June 30, 2012; and

NOW, THEREFORE, for and in consideration of the premises contained herein COUNTY and CITY hereby agree to renew and extend the Interlocal Contract through June 30, 2013.

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IN WITNESS THEREOF, the parties caused this Amendment Number 2 to be executed the day and year first above written.

CLARK COUNTY

By: _____
SUSAN BRAGER, Chair
Board of County Commissioners

DATE OF COMMISSION ACTION:

_____

ATTEST:

By: _____
DIANA ALBA
County Clerk

APPROVED AS TO FORM:

By: _____
ROBERT J. GOWER
Deputy District Attorney

CITY COUNCIL OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN
Mayor

DATE OF COUNCIL ACTION:

_____

ATTEST:

By: _____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
JOHN S. RIDILLA
Deputy City Attorney

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:

For possible action to approve a Supplemental Interlocal Contract No. 4 - 638d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and increase project funding in the amount of $432,000 for improvements associated with the city-wide maintenance, Fiscal Year 2011 Annual Restorations and Preservation projects (Public Works Capital Project Fund [CPF]) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $432,000
Funding Source: Public Works CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on June 10, 2010 and Supplemental Interlocal Contracts dated January 13, 2011, April 14, 2011 and August 11, 2011 for improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation Projects. This Supplemental Interlocal Contract No. 3 will change the scope of the project and increase project funding in the amount of $432,000. Total cost of the project shall not exceed $4,977,000. The RTC approved this contract at their April 12, 2012 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 4 – 638d

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
ARTERIAL RECONSTRUCTION PROJECTS FISCAL YEAR 2011

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4, made and entered into this 12 day of APRIL, 2012 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY and the Regional Transportation Commission of Southern Nevada hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, a Project to design, perform construction inspection and construct roadway improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation Projects, being located totally within the CITY, has been approved by the RTC.

WHEREAS, the parties have executed an Interlocal Contract dated June 10, 2010, and Supplemental Interlocal Contracts on January 13, 2011, April 14, 2011 and August 11, 2011; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY desires to change the scope of the Project and increase Project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the Fiscal Year 2011 Annual Restoration, Preservation Projects, and Trails Maintenance. The basic improvements may include crack sealing, concrete repairs, pavement and base failure reconstructions, pavement resurfacing and re-profiling, traffic striping as necessary and trails maintenance. Where applicable, wheel chair ramps will be installed at curb returns and temporary asphalt sidewalk installed in accordance with the RTC policy on sidewalk installation. Bike lanes and bike paths will be part of the striping of the finished roadway as long as the bike lane or path is part of the Bicycle and Pedestrian Element of the Regional Transportation Plan. The PROJECT is more specifically described in Exhibit "A" which is hereto and by this reference incorporated herein.

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

The RTC agrees to provide from Senate Bill 5 (SB5) funding for Project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction and engineering shall not exceed $4,977,000.

2. The CITY will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $4,777,000 and for engineering design at a cost not to exceed $200,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated June 10, 2010 and Supplemental Interlocal Contracts dated January 13, 2011, April 14, 2011 and August 11, 2011 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 4 is effective as of the date first set forth above.

Date of Commission Action:

April 12, 2012

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

E. J.

ELIZABETH JOHNSON, Executive Assistant

Approved as to Form:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 5/2/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A

Arterial Restoration and Preservation Projects
Fiscal Year 2011

Location / Limits	Project Type	Type of Work										Estimated Costs
		A	B	C	D	E	F	G	H	I	J	
Cheyenne Ave- Durango Dr to Hualapai Way (with Sawtooths)	Thin overlay, light repairs		X	X	X	X	X	X				$ 1,200,000
Fort Apache- Alexander Rd to Cheyenne Ave (with Sawtooths)	Thin overlay, light repairs		X	X	X	X	X	X				$ 780,000
Torrey Pines Drive - Cheyenne to Washington	Thin overlay, light repairs		X	X	X	X	X	X				$ 750,000
Rainbow - Gowan to Red Coach	Thin overlay, light repairs		X	X	X	X	X	X				$ 1,187,000
Ann Road - US 95 to Durango	Thin overlay, light repairs		X	X	X	X	X	X				$ 600,000
Shadow Lane - Alta to Charleston	Thin overlay, light repairs				X			X		X		$ 432,000
City-Wide Trails Maintenance	Maintenance										X	$ 28,000
	Total City of Las Vegas Formula Funds:											**$ 4,977,000**

A = Crack Seal
B = Asphalt Patch
C = Concrete Repairs
D = ADA compliance
E = Pavement/Base Replacement
F = Inter-connect cable/conduit (as needed)
G = Thin overlay
H = Structural overlay
I = Engineering Design
J = Maintenance

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:

For possible action to approve Supplemental Interlocal Contract No. 6 - 439f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $1,500,000, extend the project completion date to June 30, 2013, and change the scope of the project for the design, right-of-way acquisition and construction of roadway improvements for the US-95 Horse Drive Interchange, Teepee Lane to Brent Lane - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Regional Transportation Commission entered into an Interlocal Contract with the City of Las Vegas on June 12, 2003 and Supplemental Interlocal Contracts on November 9, 2006, August 14, 2008, November 13, 2008, March 12, 2009 and June 11, 2009 for the design, right-of-way acquisition, and construction of roadway improvements for the US-95 Horse Drive Interchange, Teepee Lane to Brent Lane project. This Supplemental Interlocal Contract No. 6 will decrease total project funding in the amount of $1,500,000, extend the project completion date to June 30, 2013, and change the scope of the project to include Grand Canyon from Horse Drive to Grand Teton and the Horse Drive/Sky Pointe Drive intersection. The total cost of the project shall not exceed $20,818,000. The RTC approved this contract at their April 12, 2012 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 6 – 439f

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6
US-95 HORSE DRIVE INTERCHANGE, TEEPEE LANE TO BRENT LANE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6 made and entered into this 12 day of APRIL, 2012 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, RTC approved an Interlocal Contract on June 12, 2003 and supplemental interlocal contracts on November 9, 2006, August 14, 2008, November 13, 2008, March 12, 2009 and June 11, 2009 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Horse Drive Interchange at US-95, being located wholly within the CITY; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, acquisition and right-of-way other; and,

WHEREAS, the CITY desires to decrease project funding, change the scope of the project and extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION I – SCOPE OF PROJECT: shall be revised to read as follows:

This Interlocal Contract applies to improvements associated with the Horse Interchange at US-95 from Teepee Lane to Brent Lane, Grand Canyon from Horse Drive to Grand Teton, and the Horse Drive/Sky Pointe Drive intersection. The basic improvements will result in full roadway improvements, drainage improvements, traffic signals, median islands and/or median access according to adjacent land use, pavement markings and signage.

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

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering, right-of-way acquisition and right-of-way other shall not exceed $20,818,000.

2. The City will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $4,368,000, engineering design at a cost not to exceed $4,950,000, right-of-way acquisitions at a cost not to exceed $11,400,000, and right-of-way other at a cost not to exceed $100,000 at the time written Authorization to Proceed is received from the RTC.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

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

7. The Project must be completed to the satisfaction of the RTC prior to June 30, 2013. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract dated June 12, 2003, and supplemental interlocal contracts dated November 9, 2006, August 14, 2008, November 13, 2008, March 12, 2009 and June 11, 2009 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 6 is effective as of the date first set forth above.

Date of Commission Action:

April 12, 2012

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

ELIZABETH JOHNSON, Executive Assistant

Approved as to Form:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

_____ 5/2/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve Amendment No. 2 to the Cooperative (Local Public Agency) Agreement No. PR121-09-050 between the City of Las Vegas and the State of Nevada Department of Transportation (NDOT) to extend the termination date of the agreement for design and construction of Intelligent Transportation System (ITS) improvements on Rancho Drive from Sahara Avenue to Rainbow Boulevard - Wards 1, 5, and 6 (Tarkanian, Barlow, and Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Amendment No. 2 to the Cooperative (Local Public Agency) Agreement extends the termination of the agreement from June 30, 2012, to June 30, 2014, to allow time to complete the project which consists of design and construction of ITS improvements including conduit and traffic signal upgrades, installation of fiber optic interconnect cable, digital message signs, uninterrupted power supply systems, and count stations on Rancho Drive from Sahara Avenue to Rainbow Boulevard to improve traffic flows and reduce motor vehicle emissions. The project is funded 95 percent by the Federal Congestion Mitigation and Air Quality (CMAQ) fund through the Federal Highway Administration and 5 percent by the Regional Transportation Commission (RTC).

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 2

Amendment No. 2 to
Cooperative (Local Public Agency) Agreement No. PR121-09-050

This Amendment is made and entered into this _____ day of _____, 2012, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and City of Las Vegas, 495 South Main Street, Las Vegas, NV 89101, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on May 21, 2009 the Parties entered into Agreement No. PR121-09-050 for the DEPARTMENT to delegate authority to the CITY to design, advertise, award, and manage construction of ITS improvements on Rancho Road from Sahara Ave to Rainbow Road, located in Las Vegas; and

WHEREAS, the termination date is amended due to time needed to complete the project.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR121-09-050.

NOW, THEREFORE, the Parties agree as follows:

A. The termination date referenced in Article III, Paragraph 1, shall be changed from June 30, 2012 to June 30, 2014.

B. All of the other provisions of Agreement No. PR121-09-050, dated May 21, 2009, and Amendment No. 1 to Agreement No. PR121-09-050, dated June 30, 2010, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

City of Las Vegas

_____
Carolyn G. Goodman
Mayor, City of Las Vegas

Attest:

_____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

John S. Ridilla 4/25/12
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

_____
Director

Reviewed:

_____
Richard Nelson, Asst. Director, Operations

Recommended:

_____
Denise Inda, Division Head, Traffic Operations

Approved as to Legality and Form:

_____
Deputy Attorney General

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a change in speed limit on Buffalo Drive between Whispering Sands Drive and Racel Street from 25 mph to 35 mph - Ward 6 (Ross)

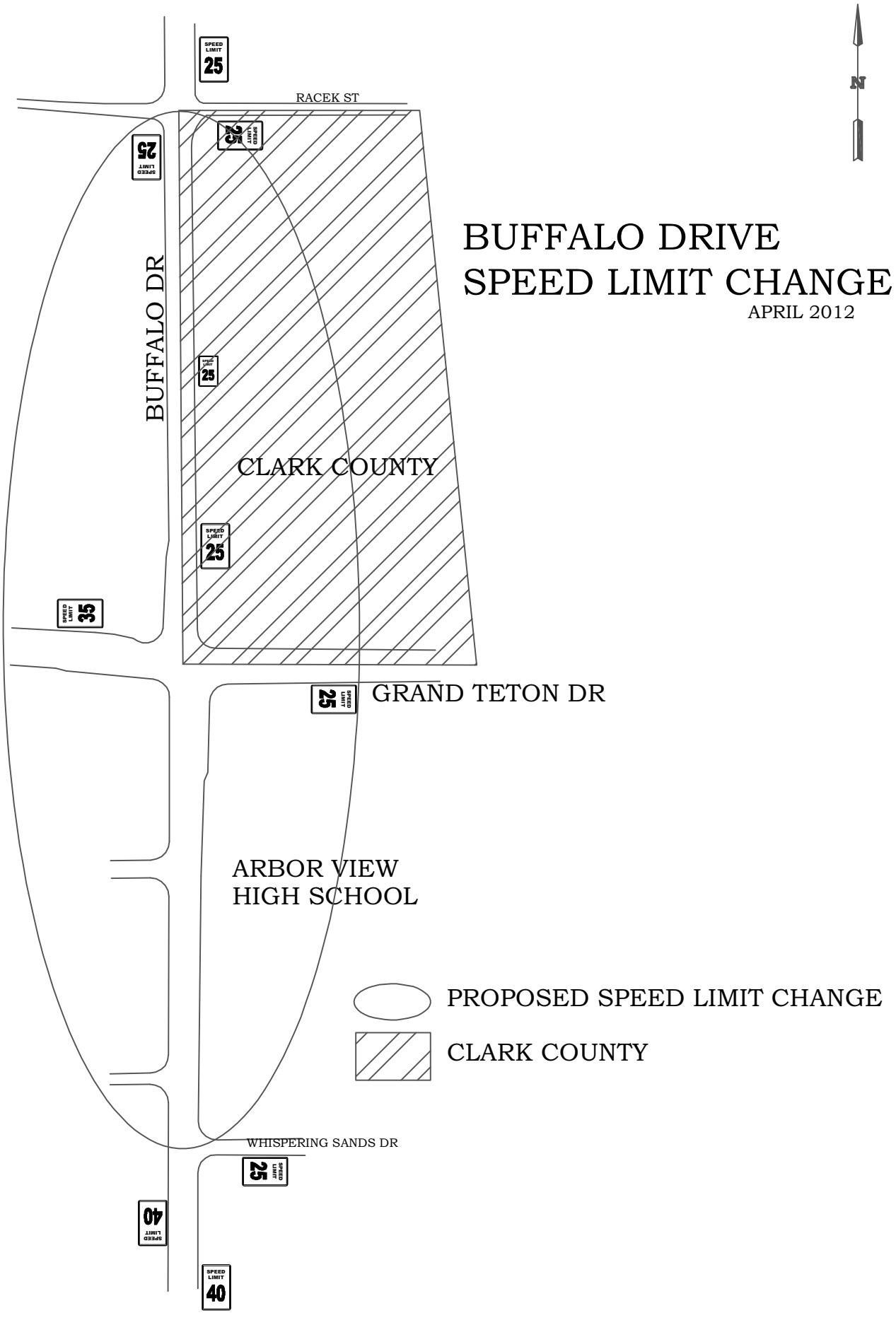
Fiscal Impact

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

PURPOSE/BACKGROUND:
The Traffic Engineering Division is recommending that the speed limit on Buffalo Drive between Whispering Sands Drive and Racel Street be changed from 25 mph to 35 mph. Traffic studies showed that the 85th percentile speed on this section of roadway was 44 mph. South of Whispering Sands Drive to Sky Pointe Drive the speed limit is 40 mph. Staff feels that 35 mph is appropriate since Arbor View High School is located between Whispering Sands Drive and Grand Teton Drive and because Buffalo Drive ends at Racel Street, where Buffalo Drive becomes a private street to enter a gated community.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
Map



BUFFALO DRIVE
SPEED LIMIT CHANGE

APRIL 2012

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
For possible action to approve a change in speed limit on Grand Teton Drive between Buffalo Drive and Jones Boulevard from 25 mph to 35 mph - Ward 6 (Ross)

Fiscal Impact

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

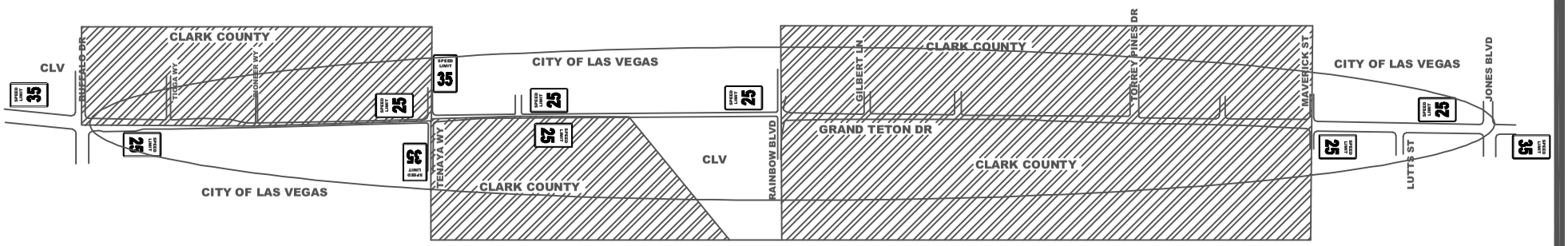
PURPOSE/BACKGROUND:
The Traffic Engineering Division is recommending that the speed limit on Grand Teton Drive between Buffalo Drive and Jones Boulevard be changed from 25 mph to 35 mph. Traffic studies showed that the 85th percentile speed on this section of roadway was 41 mph. The speed limit on Grand Teton Drive west of Buffalo Drive and east of Jones Boulevard is 35 mph. Staff feels that 35 mph is appropriate in order to be consistent with the 35 mph speed limits east and west of this section of Grand Teton Drive.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
Map

GRAND TETON DRIVE - SPEED LIMIT CHANGE

APRIL 2012



PROPOSED SPEED LIMIT CHANGE

CLARK COUNTY

N

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
ADMINISTRATIVE:

Report by Wells Fargo Bank regarding the outcome and success of the Wells Fargo initiative, NeighborhoodLIFT Program - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Wells Fargo & Company (NYSE:WFC), one of America's leading community banks and the nation's largest home mortgage lender, launched their NeighborhoodLIFT program on May 4 and 5th at the Riviera Hotel and Casino Convention Center. Requirements for the NeighborhoodLIFT program include income not to exceed 120 percent of area median income; an eight-hour homebuyer education session; a commitment to stay in the home for five years and mortgage qualification. Over 1,000 prospective homebuyers had registered for appointments to participate in affordable home tours of residential properties for sale in the city of Las Vegas and were able to apply for down payment assistance grants of up to $15,000 by Wells Fargo. Wells Fargo has committed to a five-year goal of $1 billion in mortgage purchase loans in Las Vegas, which includes a $9 million investment the bank is making this year for down payment assistance grants and homebuyer support programs that help consumers achieve successful, sustainable homeownership.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding a Disposition and Development Agreement between City Parkway V, Inc., and Boyer Las Vegas SNF, L.C., for the sale of approximately 2.69 acres of vacant land within the Las Vegas Technology Center generally located at North Tenaya Way and Cascade Valley Court - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
City Parkway V, Inc., (CPV) a nonprofit entity of the City of Las Vegas, has negotiated to sell 2.69 acres of vacant land within the Las Vegas Technology Center to Boyer Las Vegas SNF, L.C., (Boyer) for the development of a 33,000 square foot, 38 bed skilled nursing facility. The new facility will be operated by Advanced Health Care of Las Vegas and intends to employ 90 to 110 individuals in both full-time and part-time positions. In addition to the employment benefits associated with the new facility, Boyer is paying a premium market price for the land, which will immediately benefit CPV. Boyer will begin construction shortly after close of escrow with intentions of having a fully operational facility within approximately 24 months. The developer has also agreed to utilize local contractors for the development of the facility, so this transaction will have positive impacts on the city's construction industry. (APN 138-15-612-012)

RECOMMENDATION:
Approval and authorization for the President of City Parkway V, Inc., to execute the Disposition and Development Agreement and all related documents.

BACKUP DOCUMENTATION:
Disposition and Development Agreement

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CPV") and BOYER LAS VEGAS SNF, L.C., a Utah limited liability company or its permitted successors or assigns ("Developer"). CPV and-Developer may be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. CPV owns certain real property that is located within what is commonly known as the Las Vegas Technology Center ("Tech Center").

B. Tech Center is comprised of approximately two hundred-fifty (250) acres that is directly adjacent to U.S. 95 between Cheyenne Boulevard and Smoke Ranch Road.

C. The Site (defined below) is subject to that certain document entitled Covenants, Conditions and Restrictions, which is recorded in the records of the Clark County Recorder at Book 880613, Instrument 00392 which was amended and recorded at Book 890512, Instrument 00681, and a second amendment recorded at Book 910109, Instrument 00470 and a third amendment recorded at Book 920210, Instrument 01115 (together, the "CC&Rs").

D. In consideration of Developer's agreement to develop on the Site a skilled nursing facility as described in this Agreement (the "Project"), and for the other consideration described hereinafter, CPV desires to sell the Site to Developer.

E. Developer desires to purchase the Site in order to develop the Project on the Site.

F. The Parties mutually desire to set forth in this Agreement the terms and conditions of the purchase, sale, and development of the Site.

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

1. PURPOSE OF AGREEMENT; COVENANTS, CONDITIONS AND RESTRICTIONS.

(a) The purpose of this Agreement is to facilitate economic development in the Tech Center and the Las Vegas community, and to accomplish the sale to, and purchase by, Developer of the Site, which will lead to the creation of additional jobs and positive social and economic impacts, as further described hereinafter.

(b) The CC&Rs were recorded in order to facilitate the orderly development of a business park in which research, development, testing, evaluation, assembly, manufacturing, distribution, sales and specific commercial uses will predominate and in order to establish permissible uses, right of way and setback standards, landscaping standards, and various

development standards for Tech Center, including the Site. Developer acknowledges receipt of the CC&Rs and agrees to comply with all provisions thereof that are applicable to the Site.

2. SITE. The overall site consists of approximately 2.69 acres (117,176.4 gross square feet) of vacant commercial land as cross-hatched on the site map attached hereto as Exhibit A, and as legally described in Exhibit B (the "Site").

3. PARTIES TO THIS AGREEMENT

(a) CPV is a Nevada nonprofit corporation. The principal office of CPV is located at 495 S. Main St, 6th floor, Las Vegas, Nevada 89101.

(b) Developer is BOYER LAS VEGAS SNF, L.C., a Utah limited liability company. The principal office of Developer is located at 90 South 400 West, Suite 200, Salt Lake City, UT 84101. Wherever the term "Developer" is used herein, such term shall include any assignee as herein provided.

(c) Pursuant to Resolution RA-4-99 adopted by the governing board of the city of Las Vegas effective October 1, 1999, Developer has disclosed on the form attached hereto as Exhibit "C" all principals, including board members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer. Prior to the Completion Date (defined below) Developer shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change.

(d) The qualifications and identity of Developer are of particular concern to CPV, and it is because of such qualifications and identity that CPV has entered into this Agreement with Developer. Developer agrees that, except as otherwise provided herein, prior to date of the completion of the Project, which shall be the date on which Developer receives a certificate of occupancy for the Project (the "Completion Date"):

(i) no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein, and

(ii) except as may otherwise be permitted hereunder, Developer shall not assign all or any part of this Agreement without the prior written approval of CPV.

(e) This Agreement may be terminated by CPV if there is any change (voluntary or involuntary) in the membership, management or control of the Developer except as expressly provided herein. Notwithstanding the foregoing, the following shall be permitted transfers and shall not require CPV's approval hereunder:

(i) A transfer to any person or entity in which the Developer or H. Roger Boyer, his spouse and lineal descendants have, in the aggregate, a minimum of fifty-one percent (51%) of the direct or indirect ownership interest and management control;

(ii) A transfer resulting from the death or mental or physical incapacity of an individual;

(iii) A transfer or assignment in trust for the benefit of a spouse, children, grandchildren, other family members or for charitable purposes;

(iv) A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust; and

(v) A transfer of the Site or an interest to Developer in connection with facilitating a like kind exchange of the Site in accordance with Section 39 of this Agreement and Section 1031 of the tax code.

4. PURCHASE PRICE AND ACQUISITION OF SITE.

(a) CPV agrees to sell, and Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is **$1,054,587.60** or $9.00 per gross square feet of land in the Site rounded to the nearest one cent ($.01) ("Purchase Price"). Developer has deposited Fifty-Three Thousand Dollars ($53,000.00) with Nevada Title Company as escrow deposit and the balance of the Purchase Price shall be paid by Developer at the Closing (defined below).

(b) The Parties agree that the final Purchase Price shall be determined by the number of gross square feet in the Site as disclosed by a survey prepared by CPV's in-house surveyor (the "Perimeter Survey"). CPV agrees to obtain and deliver to Developer the Survey no later than ten (10) days after the Effective Date. The Perimeter Survey shall set forth the number of gross square feet in the Site. In the event Developer does not elect to obtain a survey, absent manifest error, the number of gross square feet set forth in the Perimeter Survey shall govern and control for the purposes of determining the Purchase Price. Developer acknowledges that the Survey will not be an ALTA survey and in the event Developer wants an ALTA survey in order to obtain extended title insurance coverage, Developer will be required to obtain such survey at the sole cost and expense of Developer.

5. ESTOPPEL CERTIFICATES. Each Party shall, within forty-five (45) days after request from the other Party, execute and deliver to the other Party a written declaration certifying that such Party is not in default under this Agreement or, to such Party's knowledge, are there any defaults by the other Party under this Agreement and that all costs and expenses due under this Agreement have been paid. Each Mortgagee and prospective purchasers shall be entitled to rely on such certification.

6. SITE DEVELOPMENT.

(a) The Parties agree that it is their intent that the Site be initially developed as a skilled nursing facility of no less than approximately 33,000 square feet (the "Building"). Developer shall carry out the construction of the Project improvements in material conformity with all applicable local, state, and federal laws. Developer agrees that for a period of five (5) years following the Completion Date (the "Operating Covenant Period"), Developer shall operate a skilled nursing facility on the Site. If at any time during the Operating Covenant Period, Developer determines in its reasonable discretion that the operation of a skilled nursing facility on the Site is not economically feasible, Developer shall notify CPV accordingly and the parties agree to use their good faith efforts to enter into a mutually acceptable agreement under which Developer would be entitled to use the Site for any purpose permitted by applicable laws and the CC&Rs. Upon expiration of the Operating Covenant Period, Developer shall be entitled to construct, alter, demolish and remove any improvements on the Site and use the Site for any purpose permitted by applicable laws and the CC&Rs. The provisions of this Section 6(a) shall be set forth in a Notice of Operating Covenant, substantially in the form attached hereto as Exhibit H, to be executed, delivered and recorded at Closing.

(b) Developer agrees that within six (6) months after the date Developer obtains all governmental approvals and permits, and all approvals required under the CC&Rs (the "Required Approvals"), which are necessary to permit the construction and operation of the Project (the "Approval Receipt Date"), Developer will begin construction and will complete such construction within eighteen (18) months after Developer's commencement of construction, as evidenced by Developer's receipt of a certificate of occupancy for the Building (the "Completion of Construction"). In connection with the foregoing, Developer agrees to make all submittals required to obtain the Required Approvals within sixty (60) days of the Closing Date and shall thereafter diligently seek to obtain the same. Commencement of construction shall be evidenced by the pouring of the footings by Developer for the Project, as determined by an inspection completed by CPV's Building Official, or by his designee (the "Commencement of Construction"). The Commencement of Construction and Completion of Construction will be extended by such additional time as corresponds to the extent of any delay that is caused by acts or omissions of CPV, material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God, war or civil disturbance or other events reasonably beyond Developer's control.

(c) Developer will be responsible for the installation, at its expense, of all onsite improvements required by all applicable local, state, and federal laws in connection with the development of the Project, including, but not limited to, sidewalks and driveways, on-site utilities, sewer lines, and other on site improvements.

(d) For the purposes of assuring compliance with this Agreement, representatives of CPV, upon delivering at least forty-eight (48) hours prior written notice to Developer, shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction, including, but not limited to, the inspection of the work being performed in constructing the improvements. Any such access and inspection shall not interfere with the operation or construction of the Project. Such

representatives of CPV shall be those who are so identified in writing by CPV. If requested by Developer, any such representatives shall be accompanied by a representative of Developer.

(e) Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to CPV) CPV, its affiliates, its officers, agents and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in any way to the development and/or operation of the Project by Developer, except to the extent arising out of the negligence, willful misconduct, breach of this Agreement or breach of applicable law by CPV or its affiliates, or their respective officers, agents, employees, contractors or representatives.

(f) Failure on the part of Developer, after Closing, to comply with the provisions of this Section shall constitute a default under Section 23 of this Agreement and, in the case of Developer's failure to cause the Commencement of Construction as required hereby shall entitle CPV to exercise its right to reenter and repurchase pursuant to Section 11, provided any such failure to comply is not cured for a period of thirty (30) calendar days after written notice thereof from CPV to Developer and to each Mortgagee of record. If Developer has taken reasonable steps to cure such default, but cannot reasonably cure such default within the thirty (30) day period, Developer shall have a reasonable time thereafter to effectuate such cure. In addition, in the event Developer has entered into a Mortgage, the Mortgagee shall have the same rights of notice and cure provided under this subsection (f), and CPV agrees to accept such cure from the Mortgagee. In the event a Mortgagee is required to obtain possession of the Site through a Foreclosure Proceeding in order to cure such default, the cure periods hereunder shall be extended for such additional time as may be necessary for the Mortgagee complete such Foreclosure Proceeding provided that such Mortgagee is diligently prosecuting such Foreclosure Proceeding. Developer agrees to promptly provide CPV with the name and address of each mortgagee.

7. FORM OF DEED. CPV shall convey to Developer fee simple title to the Site in the condition provided in Section 13 by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with **Exhibit "E"**.

8. EARNEST MONEY DEPOSIT. Developer has deposited Fifty-Three Thousand Dollars ($53,000) in earnest money with the Escrow Agent. The Deposit shall be invested in an interest bearing account and shall be refundable to Developer should this transaction fail to close, unless such failure is the result of a material default by Developer. Such earnest money deposit, along with all earnings thereon is referred to in this Agreement as the "Deposit".

9. ESCROW

(a) The parties agreed to and have opened escrow with Nevada title Company, Attention: Kristin Ravelo ("Title Company") at 2500 North Buffalo Drive, Suite 150, Las

Vegas, Nevada 89128, as escrow agent ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Parties, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent promptly after the Effective Date. Upon mutual agreement by the Parties, either Party shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow instructions may be authorized on behalf of CPV and executed by CPV, or by the designee of CPV, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates CPV. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Parties after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) Not later than one (1) business day prior to the Closing Date (hereinafter defined), Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified Developer of the amount of such fees, charges and costs:

(i) the balance of the Purchase Price less the Deposit;

(ii) ½ of the escrow fee;

(iii) the recording costs for the Deed;

(iv) ½ of any state, county or City Real Property Transfer Tax (RPTT)

(v) Any additional premium for ALTA title insurance coverage should Developer elect to obtain an ALTA title insurance policy;

(vi) any inspection fee charged in connection with the ALTA title policy; and

(vii) the cost of any title insurance endorsements Developer elects to obtain.

(c) CPV shall pay the cost of:

(i) the CLTA owner's policy of title insurance in the amount of the Purchase Price;

(ii) ½ of any state, county or City Real Property Transfer Tax (RPTT); and

(iii) ½ of the escrow fee;

(iv) Property taxes which are attributable to the periods prior to the Closing Date and all general or special assessments related to the Site, and all greenbelt, rollback or other similar taxes payable with respect to the Site; and

(v) The cost of recording the Easements (hereinafter defined) .

(d) Not later than one (1) business day prior to the Closing Date, CPV will deposit with the Escrow Agent the following:

(i) The Deed duly executed and acknowledged by CPV and in recordable form;

(ii) The Easements duly executed and acknowledged by CPV and the City of Las Vegas, Nevada and in recordable form;

(iii) The Irrevocable Escrow Instructions (hereinafter defined) executed by CPV;

(iv) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement or reasonably necessary in order to complete the transaction, which have not been delivered;

(vi) An affidavit that evidences that CPV is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code, in the Escrow Agent's standard form;

(vii) A declaration of value in the form required by Clark County to record the Deed; and

(viii) Affidavits that may be required to be delivered by CPV as the owner of the Site in order for Developer to obtain an extended ALTA Owner's Title Policy or any endorsements thereto.

(e) Not later than one (1) business day prior to the Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) The Quitclaim Deed (hereinafter defined) duly executed and acknowledged by Developer;

(ii) The Irrevocable Escrow Instructions executed by Developer; and

(iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

(f) The Escrow Agent is authorized and instructed to:

(i) charge the Parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Site to Developer, provided that before such payments are made, the Escrow Agent shall notify the Parties of the fees, charges and costs necessary to clear title and close the escrow and prepare a settlement statement reflecting all such costs and expenses, which settlement statement shall be approved by each of the Parties (the "Settlement Statement");

(ii) disburse funds as provided in the approved Settlement Statement and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Parties;

(iii) obtain and charge Developer all of the premiums and amounts by which the cost of any ALTA title insurance policy exceeds the cost of a CLTA policy and the cost of any endorsements thereto requested by Developer, which costs and amounts shall be reflected on the Settlement Statement;

(iv) hold the Quitclaim Deed in accordance with the Irrevocable Escrow Instructions; and

(v) record in the following order (i) first, the Easements, (ii) second, the Deed and (iii) next, any other instruments delivered through this escrow, if necessary or proper, to vest title in Developer in accordance with the terms and provisions of this Agreement.

(g) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any of Escrow Agent's other such general interest bearing escrow account or accounts. All disbursements shall be made by wire transfer, cashier's check or check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this Agreement shall be for the benefit of the Party responsible for depositing those funds with the Escrow Agent and shall apply to the Purchase Price or returned to Developer as provided elsewhere herein.

(h) If this escrow is not in condition to close before the Closing Date, either Party who then shall have fully performed the acts to be performed before the Closing may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither Party shall have fully performed the acts to be performed by it on or before the Closing, no termination or demand for return shall be recognized until five (5) days after the

Escrow Agent shall have mailed copies of such demand to the other Party at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both Parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of either Party to specific performance.

(i) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Parties or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(j) Any amendment of these escrow instructions shall be in writing and signed by both Parties. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to the either Party shall be directed to the addresses and in the manner established in the notice section of this Agreement for notices, demands and communications between the Parties.

(k) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it hereunder.

(l) Except as set forth in Section 12(d), each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

10. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

10.1 Provided that neither Party is in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale by CPV, purchase and conveyance to Developer of title to the Site ("Closing") shall be completed on or prior to but no later than fifteen (15) days after the expiration of the Feasibility Review Period (as defined in Section 14) or the next business day of such fifteenth (15^{th}) day is not a business day ("Closing Date"). The Parties shall perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision. Possession shall be delivered to Developer concurrently with the Closing.

10.2 Notwithstanding any other provision of this Agreement, CPV's obligation to proceed with the Close of Escrow is subject to the fulfillment of each of the following Conditions Precedent (individually and collectively, ("Condition(s) Precedent") (all of which Conditions Precedent are solely for the benefit of CPV and any of which Conditions Precedent may be waived in writing by CPV in its sole discretion):

(a) Prior to the Close of Escrow, Developer shall submit to CPV evidence satisfactory to CPV that Developer has the financial ability, whether by equity or through construction financing, for development of the Site;

(b) Developer shall have performed in all material respects in accordance with its covenants and obligations under this Agreement;

(c) On the Closing Date, Developer shall tender performance as provided for in this Agreement in accordance with its terms; and

(d) On the Closing Date, all representations and warranties of Developer set forth in this Agreement shall be true and correct in all material respects in accordance with their respective terms as if made again on and as of the Closing Date.

10.3 Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with the Close of Escrow (all of which Conditions Precedent are solely for the benefit of Developer and any of which Conditions Precedent may be waived in writing by Developer in its sole discretion):

(a) CPV shall have performed in all material respects in accordance with its covenants and obligations under this Agreement;

(b) On the Closing Date, CPV shall tender performance as provided for in this Agreement in accordance with its terms;

(c) On the Closing Date, all representations and warranties of CPV set forth in this Agreement shall be true and correct in all material respects in accordance with their respective terms as if made again on and as of the Closing Date;

(d) On the Closing Date, Escrow Agent is prepared to issue the Title Policy as required hereunder;

(e) This Agreement has not been terminated pursuant to Sections 2(b), 13(b) or Section 14.

11. RIGHT TO REPURCHASE, REENTER AND REPOSSESS.

(a) In addition to and independent of any other remedy available to it, CPV shall have the additional right at its option to repurchase, reenter and take possession of the Site with all improvements thereon if, after Closing Developer fails to cause Commencement of Construction of the Project as required by Section 6, or if Developer transfers the Project prior to the Completion Date.

(b) The right to repurchase, reenter and repossess to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing not prohibited by this Agreement.

(c) To exercise its right to repurchase, reenter and take possession of the Site, CPV or its nominee, shall pay to Developer the Purchase Price minus all fees associated with close of escrow; the amount needed to repay any liens, encumbrances or other security

instruments held against the Site for the purpose of financing the construction of improvements thereon so as to enable CPV to receive title to the Site free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

(d) For the purpose of implementing the provision of this Section, at the Closing, Developer will deliver to the Escrow Agent an executed and acknowledged "Quitclaim Deed" in the form of **Exhibit "F".** The deposit of this Quitclaim Deed will be accompanied by "Irrevocable Escrow Instructions" in the form of **Exhibit "G"** directed to the Escrow Agent and signed by the Parties. If any of the events authorizing CPV to repurchase, reenter and take possession of the Site as provided in this Section occur, CPV may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least thirty (30) calendar days' prior notice to Developer and each Mortgagee of record, to record the Quitclaim Deed to the Site. If Developer completes Commencement of Construction on or before the time set forth in this Agreement, CPV shall join with Developer in instructing the Escrow Agent to return the Quitclaim Deed to Developer.

12. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by CPV. CPV represents and warrants that as of the Effective Date and the date of Closing:

(i) CPV has all requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement constitutes the legal, valid, binding and enforceable obligation of CPV;

(ii) By proper action of CPV, CPV's signatories have been duly authorized to execute and deliver this Agreement;

(iii) To CPV's Actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site;

(iv) To CPV's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against CPV which would inhibit CPV's ability to perform its obligations under this Agreement;

(v) To CPV's actual knowledge, the execution, delivery and performance of this Agreement by CPV will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement;

(vi) The execution of this Agreement by CPV does not violate any provision of any other agreement to which CPV is a party;

(vii) CPV has and will convey to Developer good and marketable fee simple title to the Site subject only to the exceptions permitted by this Agreement, including the Easements. Except as shown on the Title Report (hereinafter defined), there are no encumbrances, liens, covenants, restrictions, reservations, options, leases, tenancies, easements, encroachments, claims, agreements, instruments or other matters affecting title or possession of the Site;

(viii) No labor has been performed or material furnished for the Site, or any part thereof, for which CPV has not heretofore fully paid or will pay prior to Closing, or for which a mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity;

(ix) CPV has delivered or made available to Developer, true, correct and complete copies of all Seller Deliverables (defined below); and

(x) CPV is not currently obligated to sell the Site to any other person and entity, other than Developer pursuant to this Agreement, nor do there exist any rights of first refusal, rights of first option or purchase options relating to the Site.

As used in this Agreement, the term "CPV's actual knowledge" means the actual knowledge of the executive director of CPV after a review of the records of CPV pertaining to the Site.

(b) Representations and Warranties of Developer. Developer represents and warrants to CPV that as of the Effective Date and the date of Closing:

(i) Developer is a Utah limited liability company duly organized and existing under the laws of the State of Utah;

(ii) Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement;

(iii) By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement;

(iv) Execution of this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party;

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer, other than the Required Approvals, are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder; and

(vi) To Developer's actual knowledge as of the Effective Date, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement.

(c) CPV acknowledges that CB Richard Ellis (CBRE) is acting as agent of Developer. Developer agrees that any commission owed CBRE shall be the sole obligations and responsibility of Developer. Developer agrees to provide to CPV prior to the Closing the written acknowledgement of CBRE that CPV has no obligation to pay any commission to CBRE in connection with any transactions under this Agreement. Developer shall indemnify and hold harmless CPV from and against any and all liabilities arising out of the claim of CBRE. Except for any commissions due from Developer to CBRE, each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party shall indemnify and hold harmless the other Party from and against any and all liabilities arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by such Party to a commission, finder's fee or other compensation based upon any of the transactions under this Agreement.

(d) Representations and warranties made by either Party under this Agreement, and the right to indemnification or recovery based on such representations or warranties, shall survive the Closing for a period of six (6) months following the Closing Date, after which they shall expire and be null and void unless an action or proceeding has been filed within such six (6) month period.

13. CONDITION OF TITLE

(a) CPV shall convey to Developer fee simple title subject only to:

(i) A lien not yet delinquent for ad valorem taxes for real property (subject to CPV's obligation to pay the same to the extent provided in Section 9(c);

(ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section 13, or any supplemental report, and which are approved or deemed approved by Developer in accordance with this Section 13; and

(iii) Two public utility easements in the forms attached hereto as Exhibit D (the "Easements"). .

(b) The Escrow Agent shall, upon the delivery of a fully executed copy of this Agreement to Escrow Agent, deliver to Developer a current preliminary title report ("Title Report") and legible copies of all documents referred to therein covering or relating to the Site. Developer may obtain the Survey (at-Developer's sole expense, but with the cooperation and all survey information available to CPV being provided to assist in obtaining such survey). Developer shall then approve or disapprove the exceptions listed in the Title Report and ALTA survey as to the Site (each, an "Objection" and collectively the "Objections") by giving CPV and Escrow Agent written notice thereof (the "Objection Notice") prior to the expiration of the Feasibility Review Period (defined below). Failure to give an Objection Notice by such date of approval or disapproval of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens, encumbrances and taxes, all of which shall be required to be paid by CPV on the Closing Date without objection thereto by Developer. If Developer delivers an Objection Notice, CPV shall have ten (10) days from the date of the delivery of such Objections Notice within which to agree in writing to remove the Objection(s). Failure to give written notice of such agreement to Developer and the Escrow Agent shall be deemed to be refusal. If CPV does not agree to remove any Objections properly and timely disapproved by Developer, this Agreement shall terminate without further liability to Developer, unless Developer waives its objection in writing delivered to CPV and to the Escrow Agent. If CPV shall agree to remove any Objections, CPV shall then have until the date for Closing within which to remove such Objections and shall use its best efforts to remove the Objections. If despite the use of its best efforts CPV is unable to remove any Objection which CPV has agreed to remove by the Closing, Developer may elect as its sole right and remedy to (i) terminate this Agreement and receive a return of the Deposit and all other funds or documents deposited by Developer or (ii) waive the Objection and proceed to Closing.

14. FEASIBILITY REVIEW; INSPECTION

(a) Developer will have until sixty (60) days after the Effective Date ("Feasibility Review Period") to review the condition of the Site and the feasibility of Developer's plan of development on the Site and such other matters as Developer may determine, including, without limitation, the impact of the Easements on such plan of development. CPV agrees that Developer shall have the right to extend the Feasibility Review Period for two (2) additional periods of thirty (30) days each by delivering written notice to CPV no later that the then expiration date of the Feasibility Review Period along with the deposit by Developer to Escrow Agent of an addition to the Deposit of Fifty-Three Thousand Dollars ($53,000) for each such extension (which amounts shall be added to and be deemed to be a part of the Deposit for all purposes under this Agreement).

The following items (the "Seller Deliverables") shall be provided or made available by CPV to Developer within ten (10) days of the Effective Date, to the extent such items are within CPV's possession or control or are reasonably available to CPV: (i) any and all surveys and maps of all or any portion of the Site, (ii) any and all soils condition reports, environmental assessment reports and endangered species and habitat reports on all or any portion of the Site, (iii) any and

all water and sewer studies, engineering studies, zoning information, and marketing studies relating to all or any portion of the Site, (iv) any and all leases or other contracts or agreements relating to all or any portion of the Site, the availability of utilities or access to all or any portion of the Site, and investigations of any requirements which may be imposed by governmental or quasi-governmental entities and agencies relative to all or any portion of the Site, (v) any and all plans, specifications, licenses, permits, authorizations and approvals relating to all or any portion of the Site; any and all covenants, conditions and restrictions of all owners' associations with jurisdiction over all or any portion of the Site, and any and all articles of incorporation, bylaws, rules, regulations and public offering statements of any such associations, and (vi) any and all such other materials, documentation and information concerning all or any portion of the Site required or reasonably requested by Developer in order to perform its due diligence.

(b) Prior to any entry upon the Site for the purpose of conducting any tests or studies, Developer shall furnish or cause to be furnished to CPV duplicate originals (or certified copies) or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, naming CPV and the city of Las Vegas, Nevada as additional insureds or co-insureds. Developer shall deliver to CPV a certificate of insurance substantiating coverage in a minimum amount of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, written on an "occurrence" basis and naming CPV and the city of Las Vegas as an additional insureds. Each insurance company's rating as shown in the latest Best's Key Rating Guide is disclosed and entered on the delivered certificate of insurance and is no lower than "A VII". The Parties agree that the insurance specified in this Section14(b) to be obtained by Developer shall not limit the liability of Developer hereunder.

(c) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement for any reason, or for no reason, by delivering written notice to CPV and Escrow Agent (a "Termination Notice"); provided, however, that if Developer fails to deliver a Termination Notice prior to the-expiration of the Feasibility Review Period, Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to this Section, Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither Party will have any further rights or obligations under this Agreement and the Deposit shall immediately be refunded to Developer.

(d) During the Feasibility Review Period Developer, and its representative and consultants (including architects and engineers or potential tenants) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests environmental assessments, and such other tests and studies as Developer deems desirable, with engineers or consultants licensed in the State of Nevada; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies CPV in writing at least forty-eight (48) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following

Developer's inspections or testing on the Site, Developer promptly will restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to CPV) CPV, its affiliates or assignees, which are under the control of CPV and its officers, agents and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature to the extent growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances, to the extent brought on the Site by Developer), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof, to the extent brought on the Site by Developer), to the extent such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause.; provided, however, that the foregoing indemnity and hold harmless obligations shall not apply to (i) any loss, liability, cost, claim, damage, injury or expense to the extent arising from or related to the acts or omissions of CPV, its affiliates or assignees, or their respective, directors, owners, employees, agents, contractors, or representatives, (ii) any diminution in value in the Property arising from or relating to matters discovered by Developer or its agents, employees, representatives, contractors or subcontractors during Developer's investigation of the Site; (iii) any defects in the Site discovered by Developer or its agents, employees, representatives, contractors or subcontractors; and (iv) the existence of any Hazardous Substances which are discovered (but not deposited) on or under the Site by Developer or its agents, employees, representatives, contractors or subcontractors. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify CPV of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title. Developer covenants and agrees upon request of CPV to promptly deliver to CPV without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(e) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site by Developer and to pay in full all persons who perform labor upon the Site at the request of Developer, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to CPV) CPV, its affiliates, officers, agents and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, such labor performed or such materials furnished prior to Closing.

15. INTENTIONALLY OMITTED.

16. CLOSE OF ESCROW. Upon the fulfillment of the conditions described in this Agreement, the Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to Developer the Title Policy (hereinafter defined). The recordation of the Deed shall constitute the close of escrow.

17. TITLE INSURANCE. Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in Developer in the condition required by Section 13, and the title insurance policy shall be of the type and in the amount requested by Developer, and with such endorsements and affirmative coverages as may be required by Developer ("Title Policy"). If Developer desires to obtain extended coverage for its title policy, CPV shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS. Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to Closing. CPV shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period prior to Closing. Prior to Closing, Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION. The Site shall be conveyed free of any possession or right of possession by any other person except that of approved easements, vacations, or dedications of record, which are mutually agreeable to the Parties.

20. "AS IS"SALE.

(a) Except as otherwise provided in this Agreement, Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by Developer pursuant to this Agreement in an "as is" condition, with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, CPV makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, except as otherwise provided herein CPV makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Except as otherwise stated herein, Developer, for itself, its successor and assigns, and for each and every subsequent owner of the Site ("Releasing Party") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against CPV, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws (hereinafter defined) or arising out of or in connection with any other physical or environmental condition of the Site.

(c) Except as specifically set forth herein, Developer agrees that CPV is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response,

Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

21. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. TIME OF ESSENCE. Time is of the essence of this Agreement and every obligation hereunder.

23. DEFAULT AND REMEDIES

(a) In the event Developer fails to perform any of its material obligations required to be performed hereunder prior to Closing, including, without limitation, the failure of Developer to fulfill one or more of the Conditions Precedent to closing provided for the benefit of CPV as set forth in Section 10.2 unless waived in writing by CPV, or in the event the Closing does not occur by reason of a default by Developer, CPV may as its sole remedy, by written notice to Developer and Escrow Agent, terminate this Agreement and receive from Escrow

Agent the Deposit as CPV's liquidated damages for the breach of this Agreement by Developer. It is expressly understood and agreed between the Parties that CPV's actual damages for any such breach by Developer hereunder would be substantial but extremely difficult to ascertain.

INITIALS:

CPV: _____

DEVELOPER: _____

(b) In the event CPV fails to perform any of its obligations required to be performed hereunder prior to Closing, including, without limitation, the failure of CPV to fulfill one or more of the Conditions Precedent to closing provided for the benefit of Developer as set forth in Section 10.3 unless waived in writing by Developer, or in the event the Closing does not occur by reason of a default by CPV, Developer's sole remedy shall be to pursue one, and only one, of the following remedies as its sole right and remedy:

(i) to waive such default; or

(ii) to terminate this Agreement; and on such termination, the Deposit will be returned to Developer and the Parties thereafter shall have no liability or obligation hereunder; or

(iii) to demand specific performance of CPV's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CPV for damages (other than attorneys fees pursuant to Section 28 below).

(c) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of Developer under Sections 14(c) and 14(d) shall survive such termination of this Agreement for a period of one (1) year.

24. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the Closing, shall survive the recordation of any Deed and shall not be deemed merged into such Deed.

25. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and bind the successors and assigns of the Parties, subject to the provisions of this Agreement regarding assignment.

26. NO PERSONAL LIABILITY. No official or employee of CPV or the city of Las Vegas shall be personally liable to Developer for any default or breach by CPV, for any amount which may become due to Developer, or for any obligation of CPV under the terms of this Agreement. No manager, member, officer, or employee of Developer shall be personally liable

to CPV for any default or breach by Developer, for any amount which may become due to CPV, or for any obligation of Developer under the terms of this Agreement.

27. NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Parties shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of CPV and Developer as set forth in this Section. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate in writing. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

If to CPV:	City Parkway V, Inc. Economic and Urban Development Department 495 South Main Street, 6th Floor Las Vegas, Nevada 89101 Attention: Bill Arent, Director
With a copy to:	City Attorney's Office City of Las Vegas 495 South Main Street, 6th Floor Las Vegas, Nevada 89101 Attention: Teri Ponticello, Esq.
If to Developer:	BOYER LAS VEGAS SNF, L.C. Attn: President 90 South 400 West, Suite 200 Salt Lake City, UT 84101

28. SUBSEQUENT CPV APPROVALS. Any consents or approvals of CPV required or permitted by the terms of this Agreement may be given by the Executive Director of CPV or such other person that CPV designates in writing, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates CPV.

29. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F and G attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the Executive Director or other appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the Executive Director or other appropriate authorities of CPV and Developer.

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

31. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

32. CAPTIONS AND SECTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement. Unless specified otherwise, all references to Sections herein refer to the Sections of this Agreement.

33. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

34. REPORTING PERSON. The Title Company is hereby designated as the Reporting Person (as defined in Section 6045(e) of the Code and the regulations promulgated thereunder) as permitted by Treasury Regulation Section 1.6045-4(e)(5).

35. DATES. If any date or other deadline set forth herein falls on a Saturday, Sunday or federal banking holiday, the date for performance on such date shall be extended to the succeeding day which is not a Saturday, Sunday or federal banking holiday.

36. FURTHER ASSURANCES. Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent of this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any governmental authority.

37. EFFECTIVE DATE; TERMINATION DATE. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by both Parties. This Agreement and all rights and obligations of the Parties which survive the Closing hereunder shall terminate on the date which is one (1) year after the Completion of Construction.

38. Intentionally Deleted.

39. 1031 EXCHANGE. Developer and CPV acknowledge that either Party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the tax code. Each Party agrees to reasonably cooperate in good faith with the other Party to effect such an exchange; provided, however, that: (i) the cooperating Party shall not be required to acquire or take title to any exchange property; (ii) no substitution of the effectuating Party shall release said Party from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating Party, its successors, or assigns, which obligations shall

continue as the obligations of a principal and not of a surety or guarantor; (iii) the effectuating Party shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "Exchange Documents") required by the exchange, at its sole cost and expense; and (iv) the effectuating Party shall be responsible for making all determinations as to itself to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and the cooperating Party shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of the cooperating Party's performance of the acts required hereby.

40. QUALIFIED INTERMEDIARY. Notwithstanding anything herein to the contrary, Buyer and Seller acknowledge and agree that the Buyer intends to, and may, at its sole discretion, assign to an exchange facilitator, qualified intermediary, exchange accommodation titleholder or similar entity (a "Qualified Intermediary") its rights and obligations hereunder to facilitate a transaction or transactions, which are intended to qualify for Section 1031 of the Code, in which case, (x) payment of the Deposit shall be made by Buyer or by the Qualified Intermediary (such determination to be made by Buyer in its sole discretion) and (y) and any payments from Seller or the Escrow Holder to Buyer shall be made, at Buyer's election, to the Qualified Intermediary.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the Effective Date.

Date of City Council Approval:

_____, 2012.

CPV

CITY PARKWAY V, INC.

By: _____
President ,

ATTEST:

_____
Secretary

DEVELOPER

BOYER LAS VEGAS SNF, L.C., a Utah limited liability company, by its manager

THE BOYER COMPANY, L.C. a Utah limited liability company

By: _____
Name: _____
Title: Manager

Date: _____

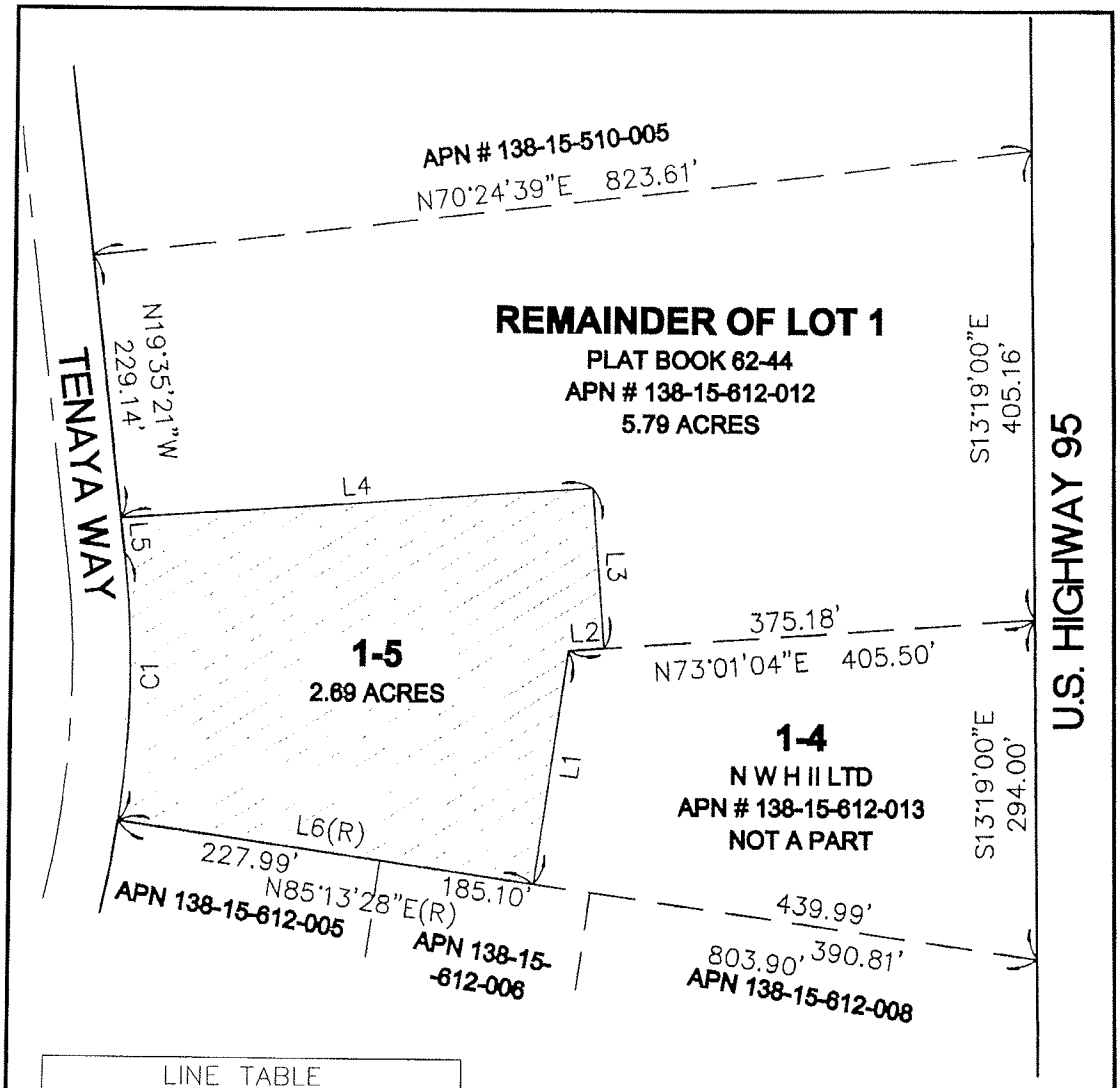
APPROVED AS TO FORM:

_____ Esq.
Date 4-26-12

LIST OF EXHIBITS

EXHIBIT A	MAP SHOWING THE LOCATION OF THE SITE
EXHIBIT B	LEGAL DESCRIPTION OF THE SITE
EXHIBIT C	DISCLOSURE OF PRINCIPALS
EXHIBIT D	PUBLIC UTILITY EASEMENTS
EXHIBIT E	GRANT, BARGAIN AND SALE DEED
EXHIBIT F	QUITCLAIM DEED
EXHIBIT G	IRREVOCABLE ESCROW INSTRUCTIONS
EXHIBIT H	NOTICE OF OPERATING COVENANT

Exhibit A



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

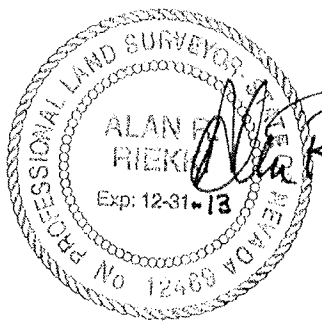
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANG.
C1	14°48'49"	901.38'	233.05'	117.18

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

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:

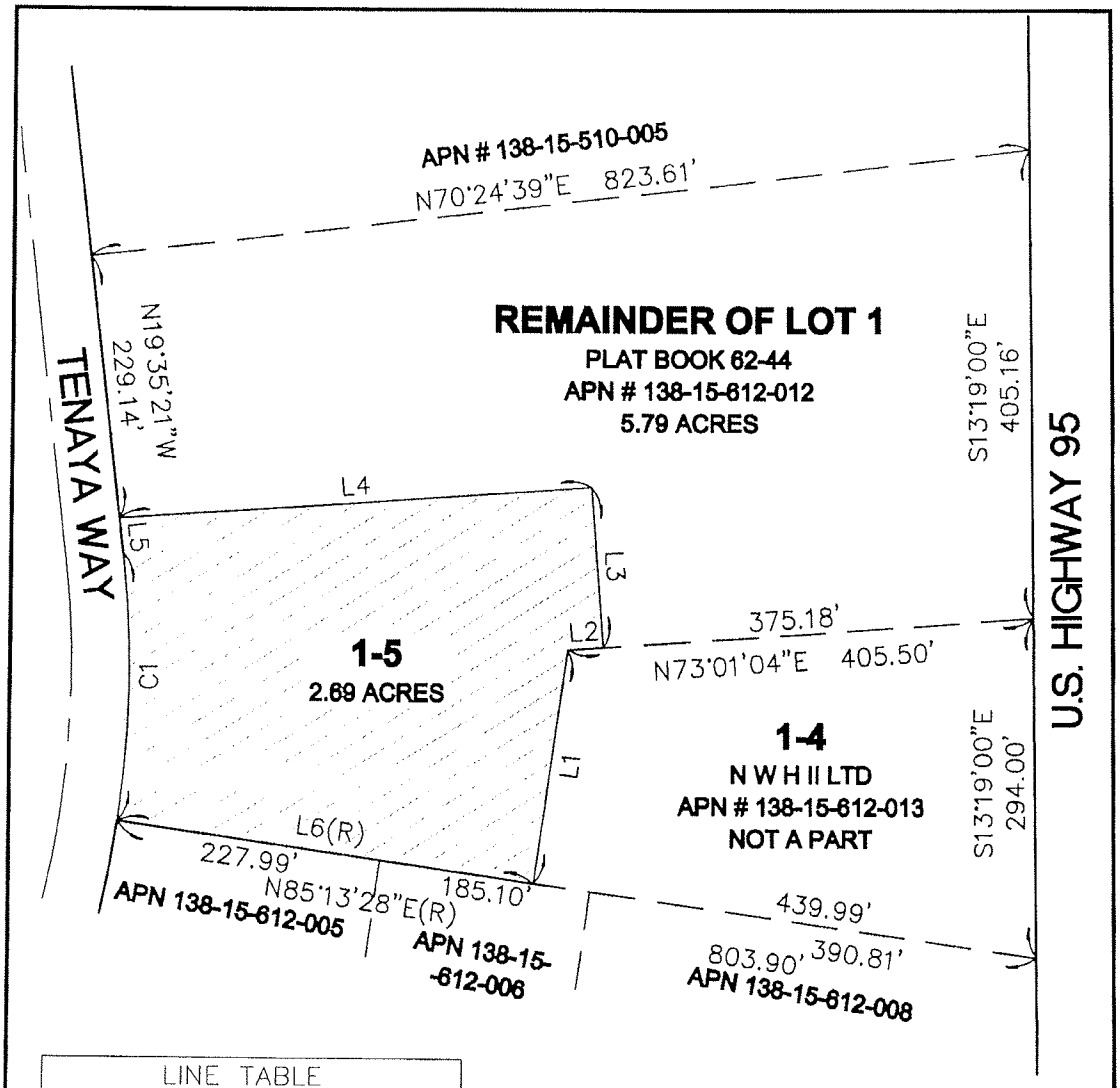
BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TENAYA WAY, SAME BEING THE MOST SOUTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE "CITY PARKWAY V INC.", PER DOCUMENT NO. 20050607:02022, RECORDED JUNE 07, 2005, SAID PARCEL OF LAND IS DEPICTED ON THE RECORD-OF-SURVEY IN FILE 170 AT PAGE 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

Exhibit C

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
Name: Boyer Las Vegas SNF, L.C.	
Address: 90 South 400 West Suite 200 Salt Lake City, UT	
Telephone 801-521-4781	
EIN or DUNS	

Block 2	Description:
Subject Matter of Contract/Agreement: DDA for LVTC land	
RFP #:	N/A

Block 3	Type of Business

☐ Individual ☐ Partnership x Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Nathan L. Swain	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
2.	Stephen Richards	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
3.	Lynn Summerhays	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
4.	Spencer Summerhays	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
5.	Matt Jensen	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
6.	Devon M. Glenn	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
7.	Paul D. Kelly	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
8.	Brian W. Gochnour	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
9.	Roger Boyer	90 South 400 West	801-521-4781

		Suite 20, Salt Lake City, UT 84101	
10.	Sara Boyer	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
11.	Jake Boyer	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
12.	Nate Boyer	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
13.	Rabecca Cooley	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
14.	Emily Bennion	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
15.	Amanda Mcdougal	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
16.	Elizabeth Baucum	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
17.	Jane Moore	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
18.	Katherine Brown	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781
19.	Angela Boyer	90 South 400 West Suite 20, Salt Lake City, UT 84101	801-521-4781

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.

_____

Name

4/25/12

Date

State of ~~Nevada~~ UTAH

County of ~~Clark~~ SALT LAKE

This instrument was acknowledged before me on

APRIL 25, 2012 (date) by

DEVON GLENN (name of person)

_____

Notary Public -

SHERIE J. EVANS
Notary Public State of Utah
My Commission Expires on:
May 10, 2015
Comm. Number: 609479

Exhibit D

APN: 138-15-612-012

WHEN RECORDED MAIL TO:
City of Las Vegas
Office of the City Clerk
495 S. Main St
Las Vegas, NV 89101

GRANT OF EASEMENT FOR PUBLIC UTILITY PURPOSES

THIS GRANT OF EASEMENT FOR PUBLIC UTILITY PURPOSES ("Easement") is made this _____ day of _____, 2012 ("Effective Date") by and between City Parkway V, Inc., a Nevada not for profit corporation ("Grantor"), and the City of Las Vegas, a municipal corporation in the State of Nevada ("Grantee"). The Grantor and the Grantee are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, Grantor is the owner of that certain real property located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference for all purposes, and commonly known as Assessor's Parcel Number 138-15-612-012; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive easement for public utility purposes along a portion of the servient estate (the "Easement Area"), more particularly described in Exhibit B, attached hereto and incorporated herein by this reference for all purposes; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend as follows:

1. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement under, over and on the Easement Area for the installation and maintenance of public utilities, including the right to construct, operate, maintain, inspect, replace, and remove said public utilities, along, across, over, and under that Easement Area, together with the right of ingress and egress and public utility access.

2. Grantor reserves the right to grant further easements under, over and on the Easement Area; provided that in no event shall any of the rights herein reserved impede the easement herein granted or the exercise of the rights of use thereunder.

3. Grantor retains, reserves and shall continue to enjoy the full use and dominion of the Easement Area for any and all purposes which do not interfere with or prevent the use by Grantee of the easement, rights and privileges granted herein, subject to all applicable laws and regulations of the State of Nevada or its political subdivisions, including Grantee. Grantor agrees that it shall not cause or allow any act or occurrence or condition of land that disturbs the subjacent or lateral support of the area conveyed

4. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee.

5. It is expressly understood by the Parties that this Easement does not convey any right, title, or interest except those expressly stated in this easement.

6. Grantee agrees that if said Grantee, its successors or assigns should cause said easement to be vacated, the right of the Grantee in the above-described easement will be forfeited and shall immediately revert to the Grantors, their successors, and assigns in the case of such event.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement as of the day and year first above written.

CITY PARKWAY V, INC.
"Grantor"

By: _____

Name: _____

Title: _____

Attest:

_____
Secretary

ACCEPTED ON BEHALF OF:
CITY OF LAS VEGAS
"Grantee"

_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges MMC, City Clerk

APPROVED AS TO FORM:

_____
City Attorney Date

ACKNOWLEDGEMENTS

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this _____day of _____, 2012, before me, the undersigned Notary Public in and for said County and State, appeared _____, as _____ of City Parkway V, Inc., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

_____
Notary Public

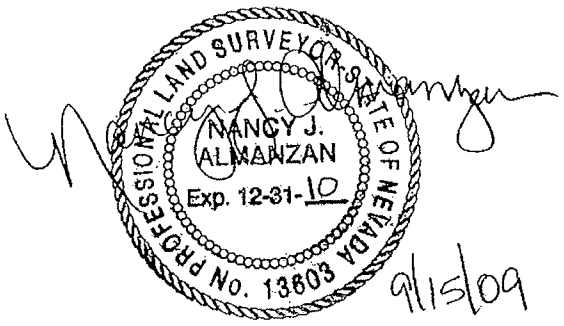
STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this _____day of _____, 2012, before me, the undersigned Notary Public in and for said County and State, appeared Carolyn G. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

_____
Notary Public

Exhibit A

FEBRUARY 28, 2007
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 138-15-612-003
PARCEL 1-5
(PAGE 1 OF 2)



EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEAST OF TENAYA WAY AND CASCADE VALLEY COURT.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 1 OF LAS VEGAS TECHNOLOGY CENTER UNIT 2 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 62 OF PLATS, AT PAGE 44, LYING WITHIN THE EAST HALF (E ½) 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 NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN A DEED RECORDED NOVEMBER 7, 2003 IN BOOK 20031107, INSTRUMENT NO. 03430, SAID PARCEL OF LAND ALSO BEING DEPICTED AS "LOT A" OF RECORD OF SURVEY, FILE 79 OF SURVEYS, PAGE 31, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY OF TENAYA WAY BEING MARKED BY AN ILLEGIBLE ALUMINUM CAP, SAID POINT ALSO BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 901.38 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 84°52'23" EAST ; THENCE NORTHWESTERLY 233.05 FEET, ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 14°48'49"; THENCE NORTH 19°56'26" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, 258.97 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN A DEED RECORDED MAY 19, 1995 IN BOOK 950519, INSTRUMENT NO. 01665, SAID PARCEL OF LAND ALSO BEING DEPICTED AS "LOT 1-1" OF RECORD OF SURVEY, FILE 73 OF SURVEYS, PAGE 01, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 70°03'34" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND, 823.62 FEET TO THE WESTERLY RIGHT OF WAY OF US HIGHWAY 95; THENCE SOUTH 13°40'05" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 405.16 FEET; THENCE SOUTH 72°39'59" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY, 405.50 FEET; THENCE SOUTH 05°07'37" EAST, 205.00 FEET; THENCE SOUTH 84°52'23" WEST, 363.91 FEET TO THE POINT OF BEGINNING.

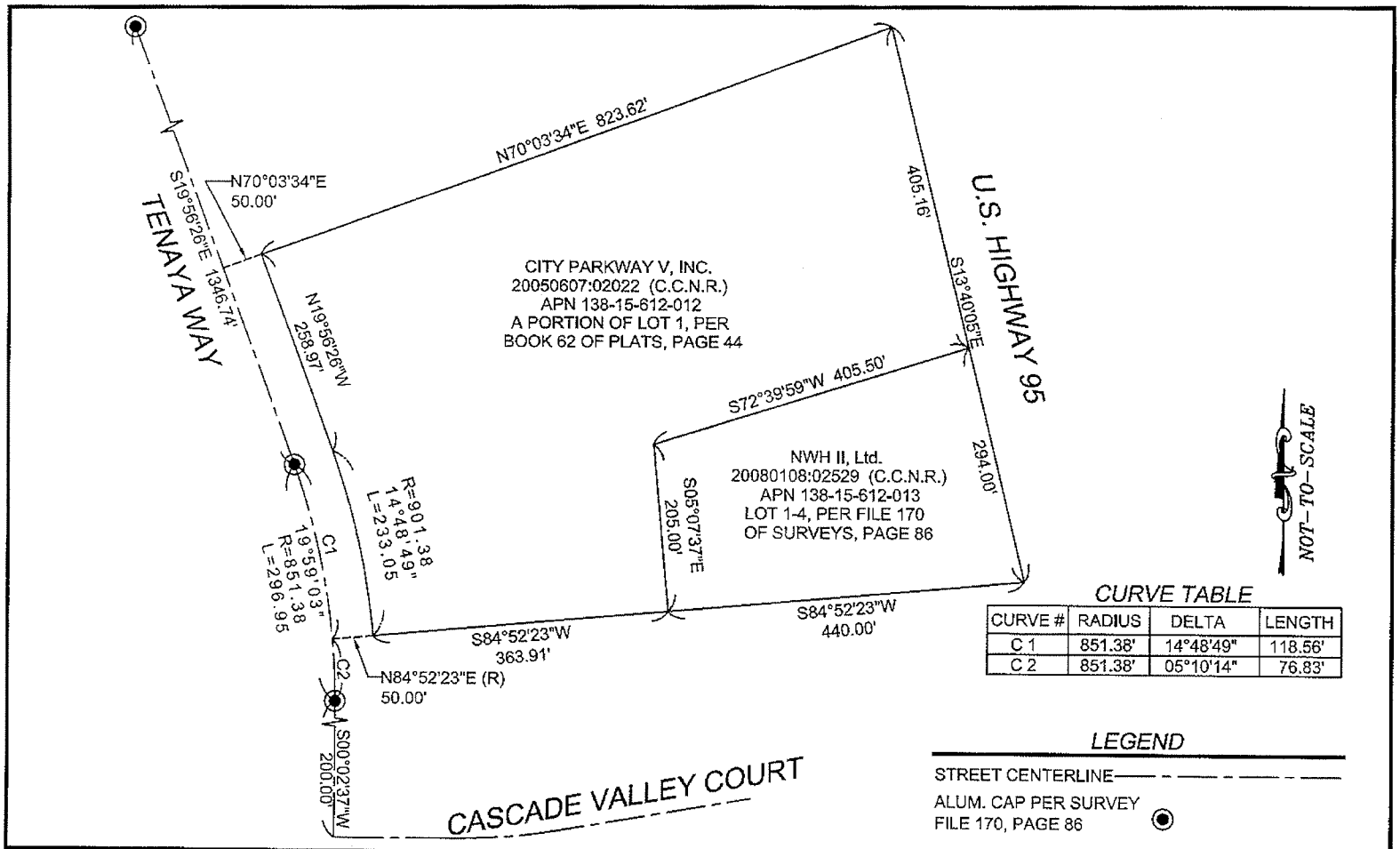
CONTAINING 8.49 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

SOUTH 19°56'26" EAST, BEING THE BEARING OF THE CENTERLINE OF TENAYA WAY AS SHOWN ON RECORD OF SURVEY IN FILE 73 OF SURVEYS, PAGE 01, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

FILE NAME: TECH CENTER 1-5.DOC



CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C 1	851.38'	14°48'49"	118.56'
C 2	851.38'	05°10'14"	76.83'

LEGEND

STREET CENTERLINE

ALUM. CAP PER SURVEY
FILE 170, PAGE 86

MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
NE 1/4, SEC 15, T20S, R60E, MDM

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

EXHIBIT "A"
APN 138-15-612-012

EXPLANATION:
This legal description describes a parcel of land, generally located east of Tenaya Way, and north of Cascade Valley Court, owned by City Parkway V, Inc., a Nevada nonprofit corporation.

LEGAL DESCRIPTION:
That portion of the Northeast Quarter (NE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being a portion of LOT 1 in BLOCK 1 as shown on the plat of LAS VEGAS TECHNOLOGY CENTER UNIT 2, on file in Book 62 of Plats, Page 44, of Clark County, Nevada Records, also being that parcel of land conveyed to CITY PARKWAY V, a Nevada nonprofit corporation of the State of Nevada, by GRANT, BARGAIN, AND SALE DEED, recorded June 7, 2005 in Book 20050607 as Instrument Number 02022 of Clark County, Nevada Records, described as follows:

COMMENCING at the southeast corner of said LOT 1; thence along the easterly line thereof, North 15°31'01" West, 10.14 feet; thence continuing along said easterly line, North 13°40'05" West, 530.62 feet to the TRUE POINT OF BEGINNING; thence continuing along said easterly line, North 13°40'05" West, 699.16 feet; thence departing said easterly line, South 70°03'34" West, 823.62 feet to the westerly line of said LOT 1 and to the easterly line of TENAYA WAY (90 feet wide); thence along the westerly line of said LOT 1 and along the easterly line of said TENAYA WAY South 19°56'26" East, 258.97 feet to a curve, concave westerly and having a radius of 901.38 feet; thence southerly along said curve through a central angle of 14°48'49" and an arc distance of 233.05 feet; thence radial to the last course, North 84°52'23" East, 803.91 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains an area of 474,420 square feet, or 10.891 acres, more or less.

Written By:
Neil Wacaser
City of Las Vegas, Department of Public Works
731 South Fourth Street
Las Vegas, NV., 89101
(702) 229-2475
nwacaser@lasvegasnevada.gov

EXHIBIT "B"
APN 138-15-612-012
25-FOOT EASEMENT ON CITY-OWNED PARCEL

EXPLANATION:
This legal description describes a parcel of land generally located east of Tenaya Way and north of Cascade Valley Court, for easement purposes.

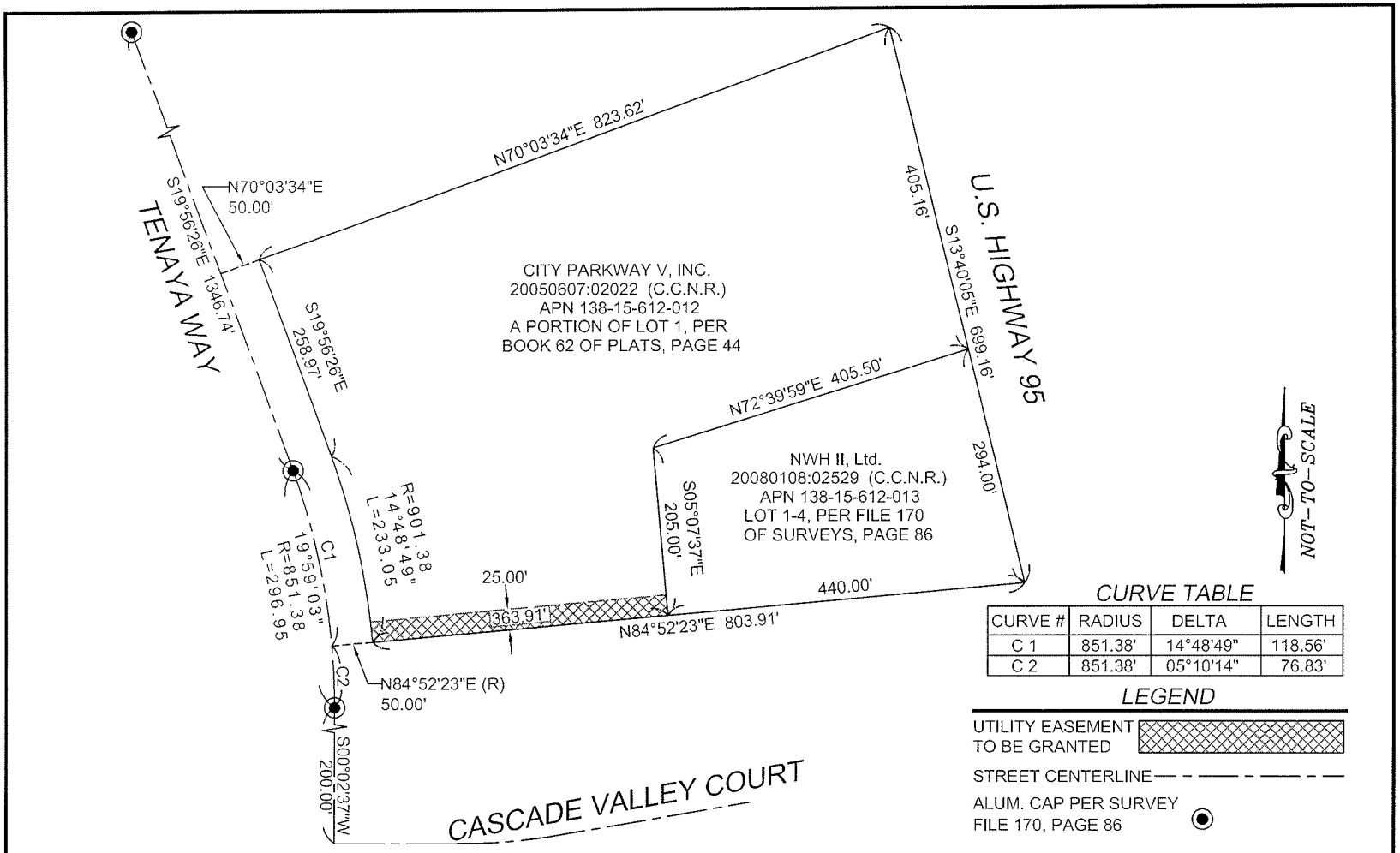
LEGAL DESCRIPTION:
That portion of the Northeast Quarter (NE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada,, being a portion of LOT 1 as shown on the plat of LAS VEGAS TECHNOLOGY CENTER UNIT 2, on file in Book 62 of Plats, Page 44, of Clark County, Nevada Records, also being a portion of that parcel of land conveyed to CITY PARKWAY V, INC. by GRANT, BARGAIN, SALE DEED, recorded June 7, 2005 in Book 20050607 as Instrument Number 02022 of Clark County, Nevada Records, described as follows:

That parcel of land, bounded as follows: bounded on the south by the south line of said CITY PARKWAY V, INC. parcel; bounded on the west by the west line of said CITY PARKWAY V, INC. parcel; bounded on the north by a line parallel with and lying 25.00 feet north of the south line of said CITY PARKWAY V, INC. parcel; and bounded on the east by the westerly line of that parcel of land conveyed to NWH II, Ltd. by Grant, Bargain, Sale Deed, recorded January 8, 2008 in Book 20080108 as Instrument Number 02529 of Clark County, Nevada Records, said NWH II Ltd. parcel also being Lot 1-4 as shown on that survey in File 170 of Surveys, Page 86 of Clark County, Nevada Records.

The above-described parcel of land contains an area of 9,098 square feet, or 0.209 acres, more or less.

The MAP EXHIBIT accompanying this land description is attached hereto and made a part hereof.
END OF DESCRIPTION

Written by:
Neil Wacaser
City of Las Vegas, Department of Public Works
731 South Fourth Street
Las Vegas, NV., 89101
(702) 229-2475
nwacaser@lasvegasnevada.gov



CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C 1	851.38'	14°48'49"	118.56'
C 2	851.38'	05°10'14"	76.83'

LEGEND

UTILITY EASEMENT TO BE GRANTED

STREET CENTERLINE

ALUM. CAP PER SURVEY FILE 170, PAGE 86

MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
NE 1/4, SEC 15, T20S, R60E, MDM
APN 138-15-612-012
25-FOOT UTILITY EASEMENT
EX090303.DOC

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

APN: 138-15-612-012

WHEN RECORDED MAIL TO:
City of Las Vegas
Office of the City Clerk
495 S. Main St.
Las Vegas, NV 89101

GRANT OF EASEMENT FOR WATER UTILITY PURPOSES

THIS GRANT OF EASEMENT ("Easement") is made this _____ day of _____, 2012 ("Effective Date") by and between City Parkway V, Inc., a Nevada not for profit corporation ("Grantor"), and the N.W.H. II, Ltd, a Nevada limited liability company ("Grantee"). The Grantor and the Grantee are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, Grantor is the owner of that certain real property located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in Attachment A, attached hereto and incorporated herein by this reference for all purposes, and commonly known as Assessor's Parcel Number 138-15-612-012; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive easement for water utility purposes along a portion of the servient estate (the "Easement Area"), more particularly described in Attachment B, attached hereto and incorporated herein by this reference for all purposes; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend as follows:

1. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under Easement Area.

2. Grantor reserves the right to grant further easements under, over and on the Easement Area; provided that in no event shall any of the rights herein reserved impede the easement herein granted or the exercise of the rights of use thereunder.

3. Grantor retains, reserves and shall continue to enjoy the full use and dominion of the Easement Area for any and all purposes which do not interfere with or prevent the use by Grantee of the

easement, rights and privileges granted herein, subject to all applicable laws and regulations of the State of Nevada or its political subdivisions, including Grantee. Grantor agrees that it shall not cause or allow any act or occurrence or condition of land that disturbs the subjacent or lateral support of the area conveyed.

4. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee.

5. It is expressly understood by the Parties that this Easement does not convey any right, title, or interest except those expressly stated in this easement.

6. Grantee agrees that if said Grantee, its successors or assigns should cause said easement to be vacated, the right of the Grantee in the above-described easement will be forfeited and shall immediately revert to the Grantors, their successors, and assigns in the case of such event.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement as of the day and year first above written.

CITY PARKWAY V, INC.
"Grantor"

By: _____

Name: _____

Title: _____

Attest:

_____
Secretary

Approved as to form:

_____
City Attorney Date

ACCEPTED ON BEHALF OF:

N.W.H. II, Ltd.
"Grantee"

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this _____day of _____, 2012, before me, the undersigned Notary Public in and for said County and State, appeared _____, as _____ of City Parkway V., Inc., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

_____
Notary Public

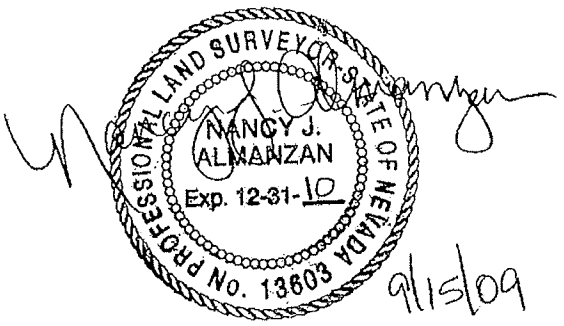
STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this _____day of _____, 2012, before me, the undersigned Notary Public in and for said County and State, appeared _____, as _____ of N.W.H. II, Ltd., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

_____
Notary Public

Attachment A

FEBRUARY 28, 2007
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 138-15-612-003
PARCEL 1-5
(PAGE 1 OF 2)



EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEAST OF TENAYA WAY AND CASCADE VALLEY COURT.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 1 OF LAS VEGAS TECHNOLOGY CENTER UNIT 2 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 62 OF PLATS, AT PAGE 44, LYING WITHIN THE EAST HALF (E ½) 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 NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN A DEED RECORDED NOVEMBER 7, 2003 IN BOOK 20031107, INSTRUMENT NO. 03430, SAID PARCEL OF LAND ALSO BEING DEPICTED AS "LOT A" OF RECORD OF SURVEY, FILE 79 OF SURVEYS, PAGE 31, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY OF TENAYA WAY BEING MARKED BY AN ILLEGIBLE ALUMINUM CAP, SAID POINT ALSO BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 901.38 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 84°52'23" EAST ; THENCE NORTHWESTERLY 233.05 FEET, ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 14°48'49"; THENCE NORTH 19°56'26" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, 258.97 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN A DEED RECORDED MAY 19, 1995 IN BOOK 950519, INSTRUMENT NO. 01665, SAID PARCEL OF LAND ALSO BEING DEPICTED AS "LOT 1-1" OF RECORD OF SURVEY, FILE 73 OF SURVEYS, PAGE 01, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 70°03'34" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND, 823.62 FEET TO THE WESTERLY RIGHT OF WAY OF US HIGHWAY 95; THENCE SOUTH 13°40'05" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 405.16 FEET; THENCE SOUTH 72°39'59" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY, 405.50 FEET; THENCE SOUTH 05°07'37" EAST, 205.00 FEET; THENCE SOUTH 84°52'23" WEST, 363.91 FEET TO THE POINT OF BEGINNING.

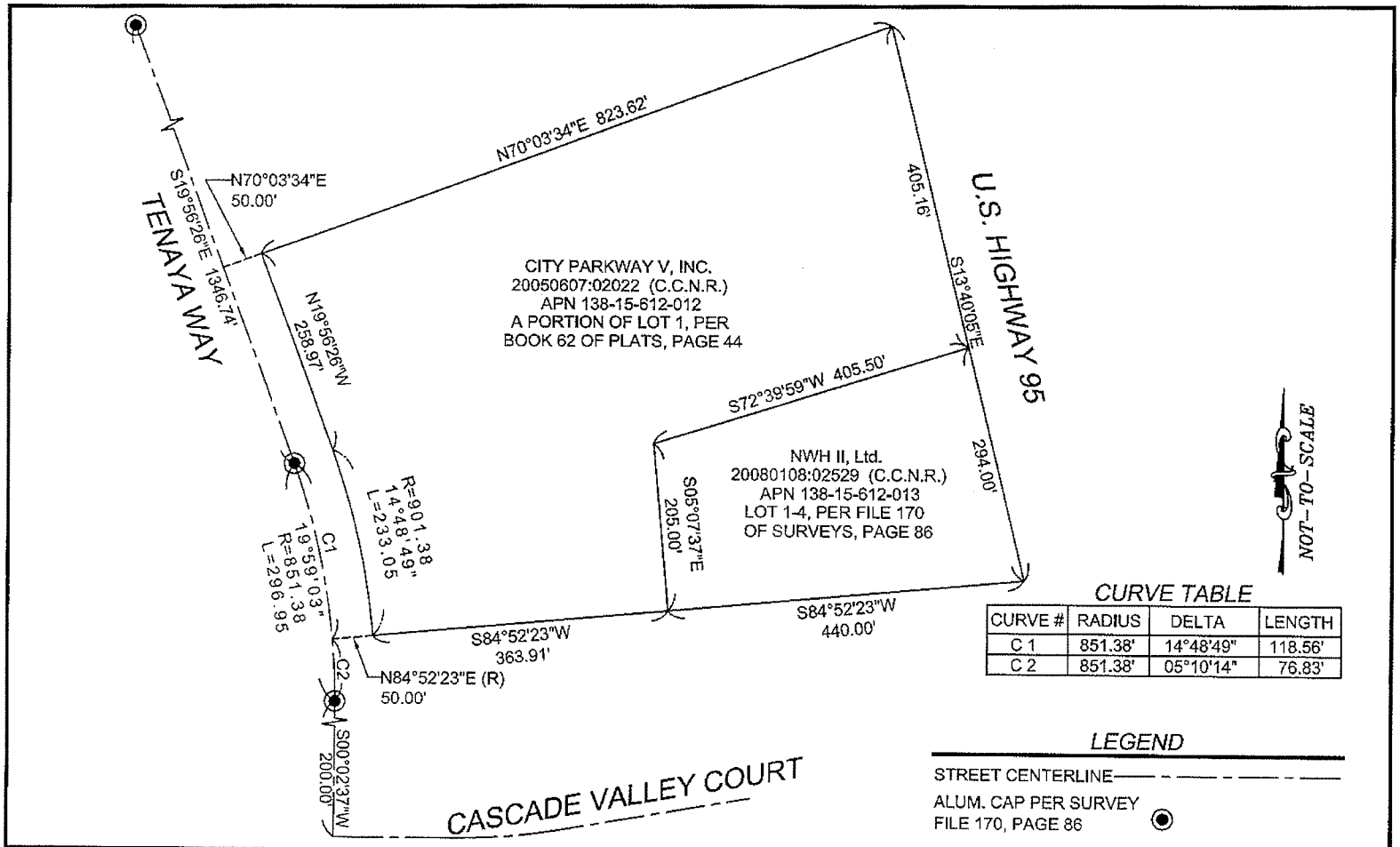
CONTAINING 8.49 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

SOUTH 19°56'26" EAST, BEING THE BEARING OF THE CENTERLINE OF TENAYA WAY AS SHOWN ON RECORD OF SURVEY IN FILE 73 OF SURVEYS, PAGE 01, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

FILE NAME: TECH CENTER 1-5.DOC



CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C 1	851.38'	14°48'49"	118.56'
C 2	851.38'	05°10'14"	76.83'

LEGEND

STREET CENTERLINE

ALUM. CAP PER SURVEY
FILE 170, PAGE 86

MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
NE 1/4, SEC 15, T20S, R60E, MDM

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

Attachment B

EXHIBIT "B"
APN 138-15-612-012
15-FOOT EASEMENT FOR WATERLINE PURPOSES ON CITY-OWNED PARCEL

EXPLANATION:
This legal description describes a parcel of land generally located east of Tenaya Way and north of Smoke Ranch Road, for waterline easement purposes.

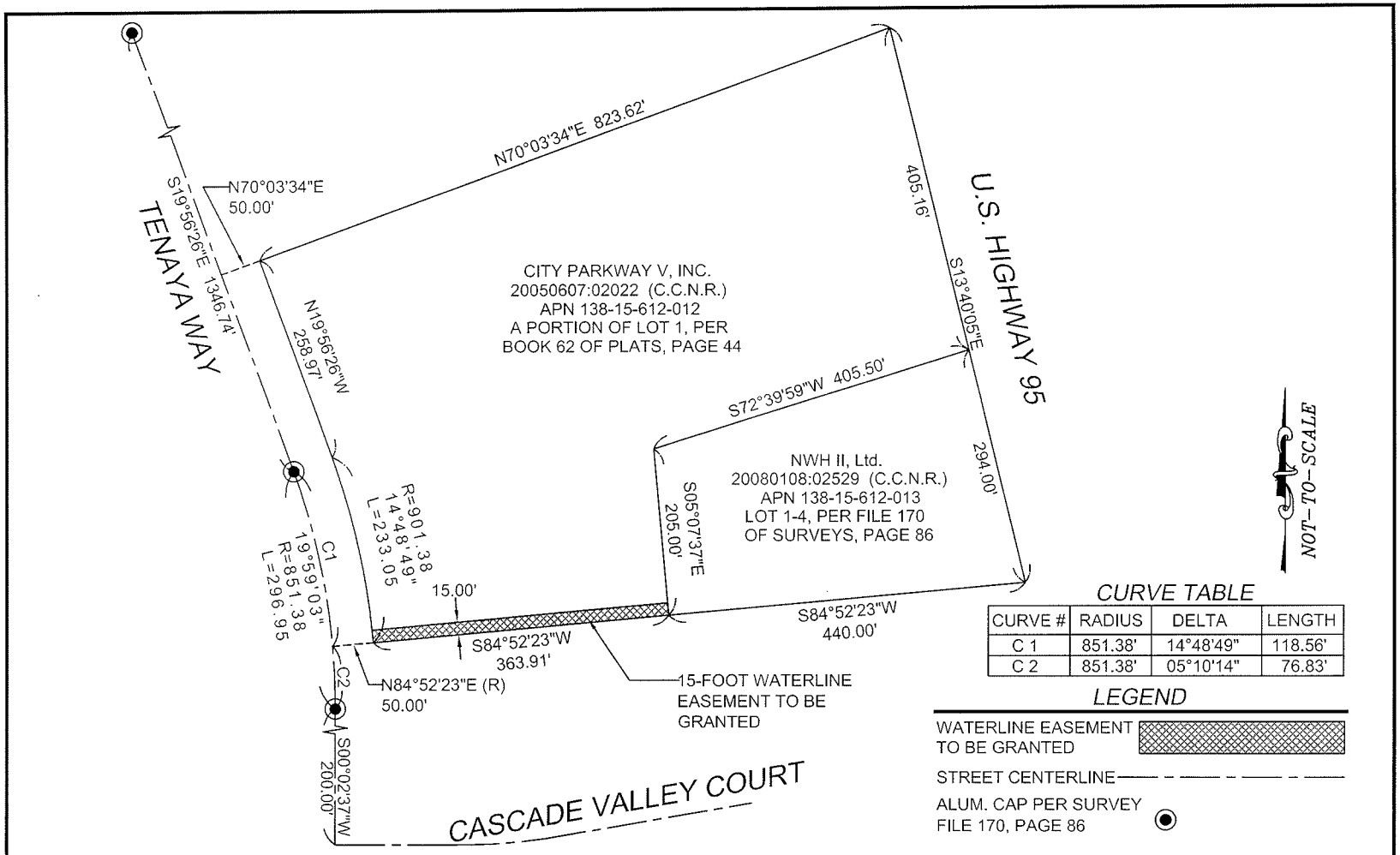
LEGAL DESCRIPTION:
That portion of the Northeast Quarter (NE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada,, being a portion of LOT 1 as shown on the plat of LAS VEGAS TECHNOLOGY CENTER UNIT 2, on file in Book 62 of Plats, Page 44, of Clark County, Nevada Records, also being a portion of that parcel of land conveyed to CITY PARKWAY V, INC. by GRANT, BARGAIN, SALE DEED, recorded June 7, 2005 in Book 20050607 as Instrument Number 02022 of Clark County, Nevada Records, described as follows:

That parcel of land, bounded as follows: bounded on the south by the south line of said CITY PARKWAY V, INC. parcel; bounded on the west by the west line of said CITY PARKWAY V, INC. parcel; bounded on the north by a line parallel with and lying 15.00 feet north of the south line of said CITY PARKWAY V, INC. parcel; and bounded on the east by the westerly line of that parcel of land conveyed to NWH II, Ltd. by Grant, Bargain, Sale Deed, recorded January 8, 2008 in Book 20080108 as Instrument Number 02529 of Clark County, Nevada Records, said NWH II Ltd. parcel also being Lot 1-4 as shown on that survey in File 170 of Surveys, Page 86 of Clark County, Nevada Records.

The above-described parcel of land contains an area of 5,459 square feet, or 0.125 acres, more or less.

The MAP EXHIBIT accompanying this land description is attached hereto and made a part hereof.
END OF DESCRIPTION

Written by:
Neil Wacaser
City of Las Vegas, Department of Public Works
731 South Fourth Street
Las Vegas, NV., 89101
(702) 229-2475
nwacaser@lasvegasnevada.gov



CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C 1	851.38'	14°48'49"	118.56'
C 2	851.38'	05°10'14"	76.83'

LEGEND

WATERLINE EASEMENT TO BE GRANTED

STREET CENTERLINE

ALUM. CAP PER SURVEY FILE 170, PAGE 86

MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
NE 1/4, SEC 15, T20S, R60E, MDM
APN 138-15-612-012
15 FOOT EASEMENT FOR WATER LINE PURPOSES
EX090805.DOC

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

EXHIBIT E
GRANT, BARGAIN AND SALE DEED

APN:

RECORDING REQUESTED BY:
City Parkway V, Inc

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:

BOYER LAS VEGAS SNF, L.C.
c/o The Boyer Company, L.C.
90 South 400 West, Suite 200
Salt Lake City, Utah 84101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, City Parkway V, Inc., a Nevada nonprofit corporation ("Grantor"), hereby grants, bargains and sells to _____, whose address is 90 South 400 West, Suite 200, Salt Lake City, UT 84101 ("Grantee"), all right, title, and interest in the real property ("Property") legally described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS THEREOF, Grantor has caused this instrument to be executed as of _____.

GRANTOR:

CITY PARKWAY V, INC.

By: _____
_____, President

Attest: _____
_____, Secretary

Approved as to form:

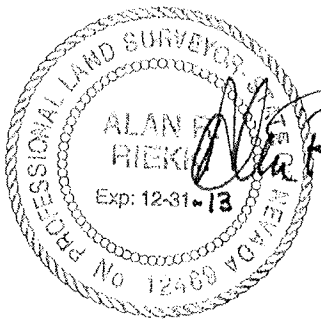
_____
Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2012, by _____, President of City Parkway v, Inc. of CPV of Las Vegas, Nevada.

_____
NOTARY PUBLIC

Exhibit A to Grant, Bargain and Sale Deed



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:

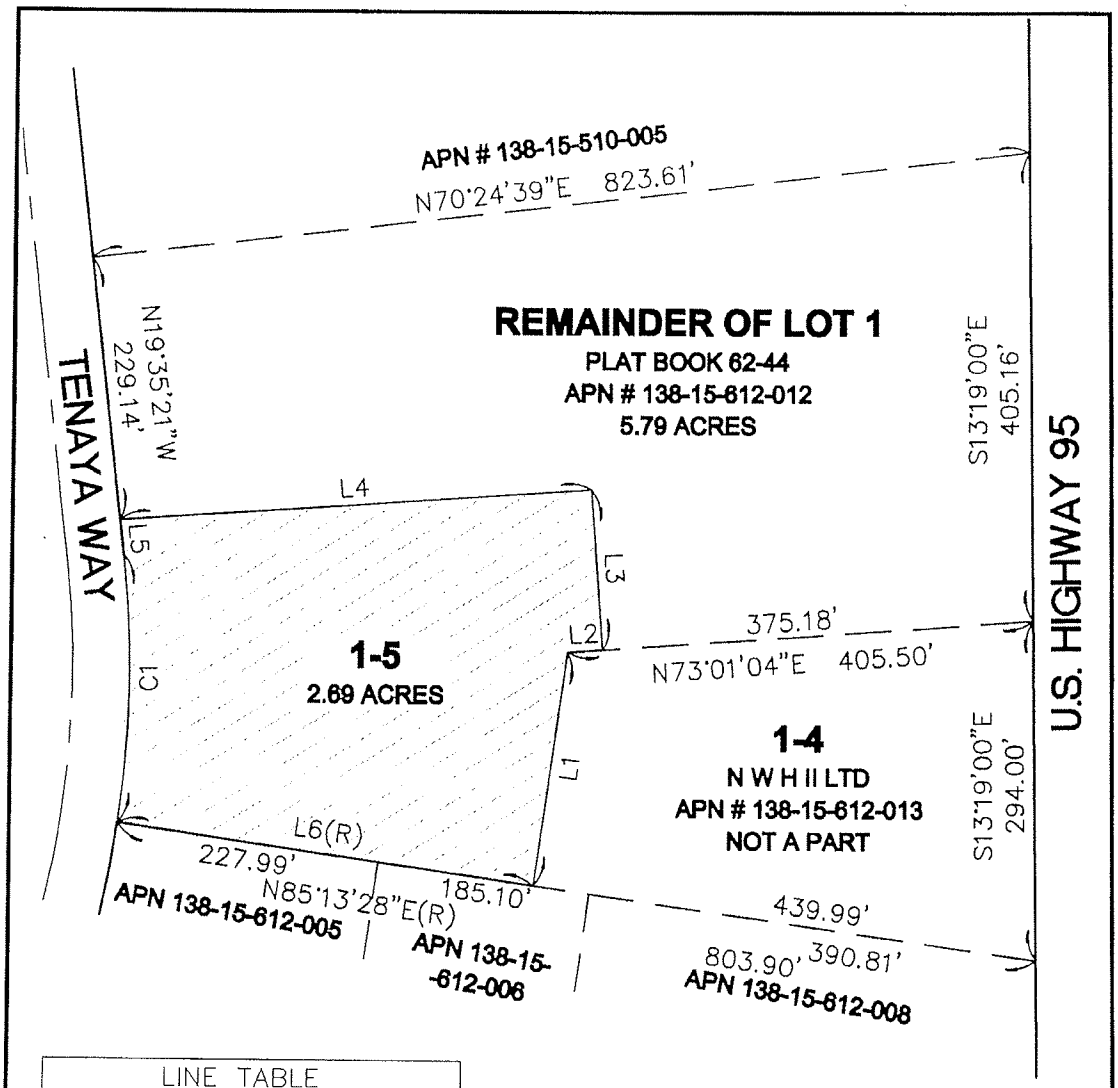
BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TENAYA WAY, SAME BEING THE MOST SOUTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE "CITY PARKWAY V INC.", PER DOCUMENT NO. 20050607:02022, RECORDED JUNE 07, 2005, SAID PARCEL OF LAND IS DEPICTED ON THE RECORD-OF-SURVEY IN FILE 170 AT PAGE 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

Exhibit B to Grant Bargain and Sale Deed
Legal Description

(Permitted Exceptions to be added)

EXHIBIT F
QUITCLAIM DEED

APN:

RECORDING REQUESTED BY:
City Parkway V, Inc.

AFTER RECORDATION, MAIL TO,
AND SEND TAX BILLS TO:
City Parkway V, Inc.
Economic and Urban Development Department
495 South Main, 6th Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____, does hereby REMISE, RELEASE AND QUITCLAIM to City Parkway V, Inc., a Nevada nonprofit corporation the real property in the city of Las Vegas, Nevada, described on the Attachment attached hereto.

DATED: _____, 2012

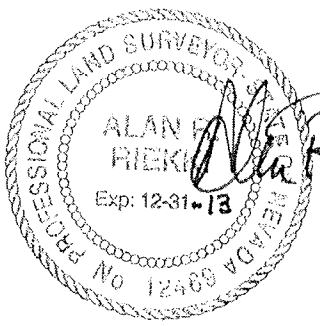
By: _____

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2012, by _____ as President of _____.

_____
NOTARY PUBLIC

Exhibit A to Quitclaim Deed



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:

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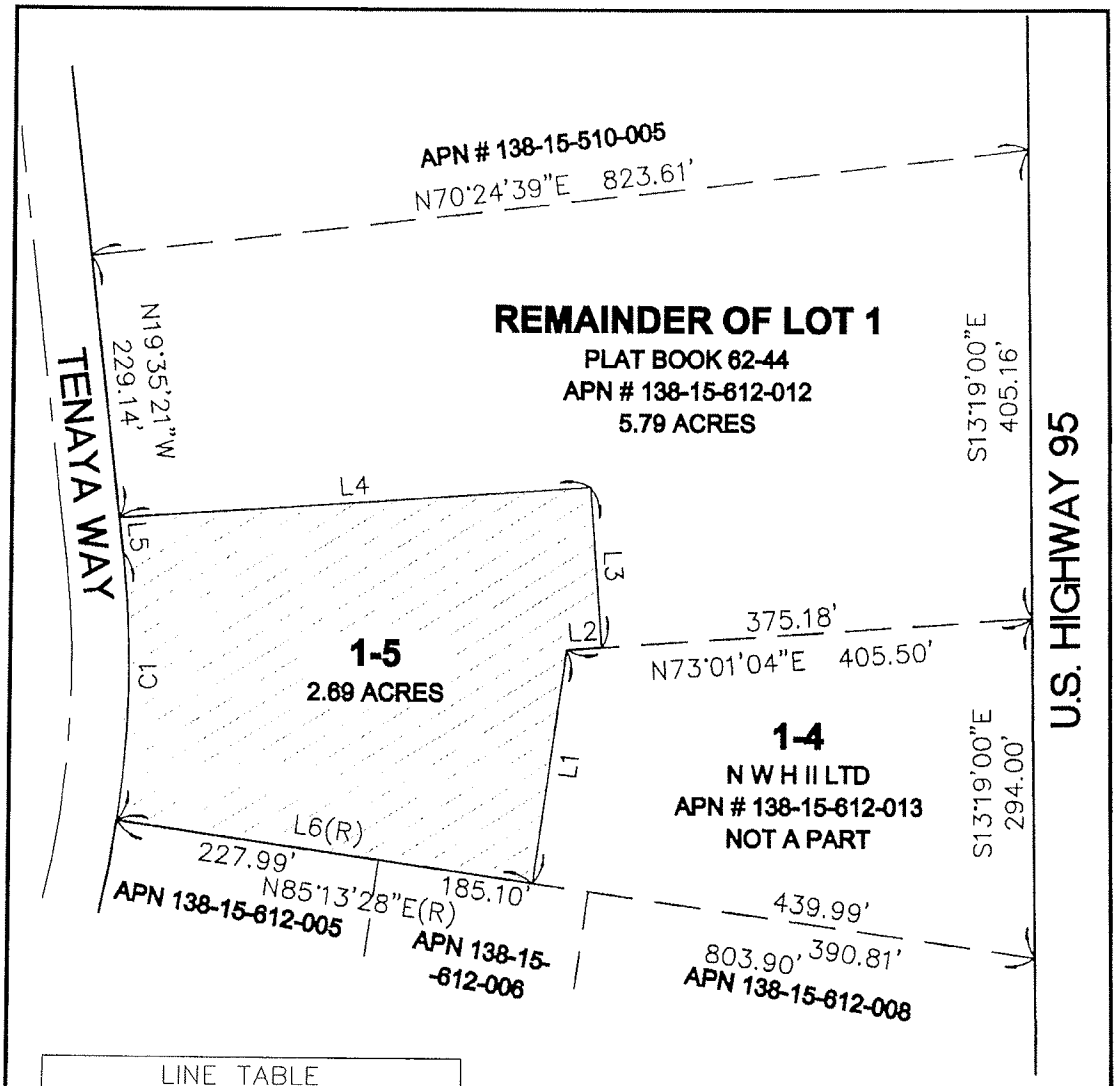
1) SOUTH 73°01'04" WEST, 30.32 FEET; 2) SOUTH 04°46'32" EAST, 205.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND CONVEYED TO "CITY PARKWAY V INC"; THENCE SOUTH 85°13'28" WEST, ALONG SAID SOUTHERLY LINE, 363.91 FEET TO THE **POINT OF BEGINNING.**

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		
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L2	S73°01'04"W	30.32'
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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

EXHIBIT G
IRREVOCABLE ESCROW INSTRUCTIONS

_____, 2012

Nevada Title Company
2500 N. Buffalo, Suite 240
Las Vegas, NV 89128

Re: Escrow No. _____
Nevada Title Company

Dear Sir or Madam:

BOYER LAS VEGAS SNF, L.C., a Utah limited liability company ("Developer"), one of the undersigned, has entered into that certain Disposition and Development Agreement and effective date of _____, 2012 ("Agreement"), with City Parkway V, Inc. ("CPV"), the other party to these instructions, providing for conveyance of a certain parcel of real property ("Site").

The Site is the subject of this escrow, these Irrevocable Escrow Instructions, and is described in the accompanying Quitclaim Deed ("Quitclaim Deed").

Section 11 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions for the purpose of instructing you as to the disposition of the Quitclaim Deed.

In the event that you receive from CPV a notice certifying that a copy of it said notice has been delivered concurrently to Developer and stating that CPV has given notice of the exercise of CPV's remedy in Section 11 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage and all other amounts payable under Section 11, you shall at the end of thirty (30) days after receipt of said notice record the Quitclaim Deed, provided, however, prior to recording the Quitclaim Deed you shall confirm that Developer has received from CPV the notice required to be delivered by CPV pursuant to the agreement the consideration required pursuant to the Agreement.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from Developer certifying that a copy of the notice has been delivered concurrently to CPV and stating that Developer has commenced the construction as provided in the Agreement, you shall at the end of thirty (30) days after receipt of

said notice return the Quitclaim Deed to Developer, unless during the thirty (30) day period, CPV objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that CPV's right to cause the Quitclaim Deed to be recorded has ended, you will forthwith return the Quitclaim Deed to Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, Developer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the Site to CPV and is not intended to terminate a security interest in the Site or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CPV	DEVELOPER
CITY PARKWAY V, INC.	BOYER LAS VEGAS SNF, L.C., a Utah limited liability company, by its manager
By: _____ _____ President	THE BOYER COMPANY, L.C. a Utah limited liability company
	By: _____ Name: _____ Title: - Manager
ATTEST:	
_____ _____, Secretary	

APPROVED AS TO FORM:

_____
Date

_____, on behalf of Nevada Title Company, hereby accepts and agrees to carry out these escrow instructions.

Nevada Title Company:

By:_____

Print Name: _____

EXHIBIT H
NOTICE OF OPERATING COVENANT

APN:

RECORDING REQUESTED BY:
City Parkway V, Inc.

AFTER RECORDATION MAIL TO

BOYER LAS VEGAS SNF, L.C.
c/o The Boyer Company, L.C.
90 South 400 West, Suite 200
Salt Lake City, Utah 84101

NOTICE OF OPERATING COVENANT

THIS NOTICE OF OPERATING COVENANT ("**Notice**") is entered into as of the _____ day of _____ by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("**CPV**") and BOYER LAS VEGAS SNF, L.C., a Utah limited liability company ("**Developer**").

WHEREAS CPV and Developer entered into that certain Disposition and Development Agreement effective as of _____ (the "**Development Agreement**");

WHEREAS, pursuant to the Development Agreement, CPV has conveyed to Developer that real property described in Exhibit A attached to this Notice (the Site); and

WHEREAS CPV and Developer desire to memorialize certain rights and obligations set forth in the Development Agreement as it relates to such real p

NOW THEREFORE, CPV hereby acknowledge and agree as follows:

1. Capitalized terms used but not defined in this Notice shall have the meanings given them in the Development Agreement.

2. For a period of five (5) years following the Completion Date (the "Operating Covenant Period"), Developer shall operate a skilled nursing facility on the Site. If at any time during the Operating Covenant Period, Developer determines in its reasonable discretion that the operation of a skilled nursing facility on the Site is not economically feasible, Developer shall notify CPV accordingly and the parties agree to use their good faith efforts to enter into a mutually acceptable agreement under which Developer would be entitled to use the Site for any purpose permitted by applicable laws and the CC&Rs.

3. Upon expiration of the Operating Covenant Period, Developer shall be entitled to construct, alter, demolish and remove any improvements on the Site and use the Site for any purpose permitted by applicable laws and the CC&Rs.

4. This Notice shall be binding upon any assigns of Developer and successor owners of the Site.

IN WITNESS WHEREOF the parties have executed this Notice of Operating Covenant as of the _____ day of _____, 2012.

CITY PARKWAY V, INC.
a Nevada non-profit corporation

_____
By:_____
Its:_____

ATTEST:

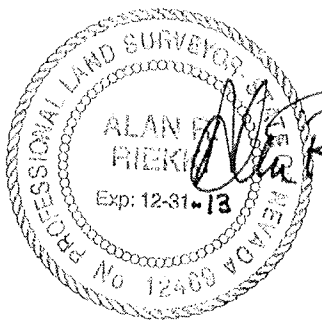
_____
Secretary

BOYER LAS VEGAS SNF, L.C.
a Utah limited liability company

By: The Boyer Company, L.C.
Its: Manager

By:_____
Its:_____

Exhibit A



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:

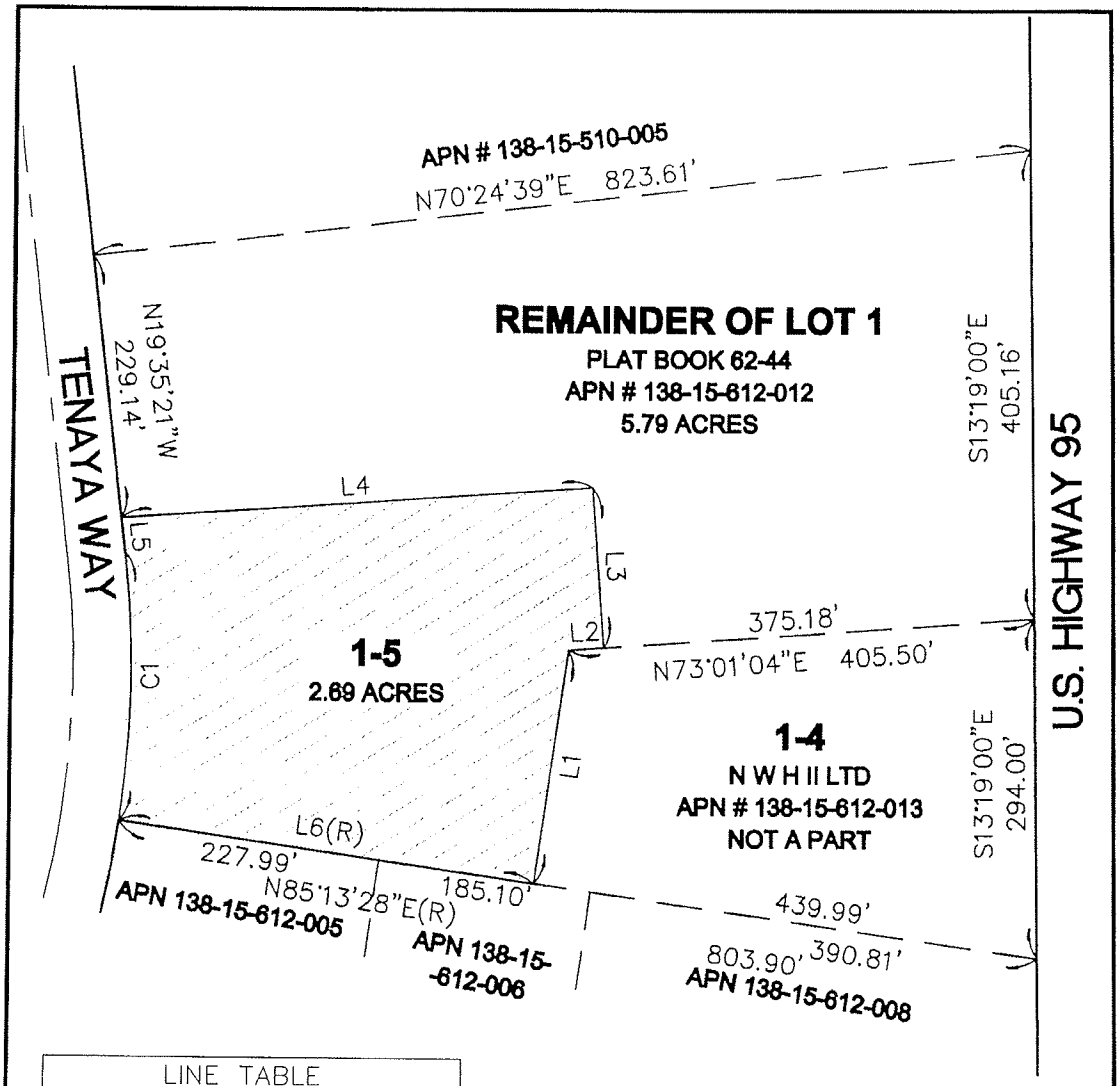
BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TENAYA WAY, SAME BEING THE MOST SOUTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE "CITY PARKWAY V INC.", PER DOCUMENT NO. 20050607:02022, RECORDED JUNE 07, 2005, SAID PARCEL OF LAND IS DEPICTED ON THE RECORD-OF-SURVEY IN FILE 170 AT PAGE 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.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action to approve the grant agreement that designates the court filing fees to the Southern Nevada Senior Law Program - All Wards [NOTE: This item is related to Item 50, Item 55 (R-38-2012), Item 56 (R-39-2012) and Item 57 (R-40-2012)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Senior Citizens Law Project is currently a City-sponsored program that has operated since 1978, providing legal assistance and support to over 100,000 senior citizens aged 60 and over free of charge. In 2011, the City of Las Vegas determined that due to significant budgetary constraints, the City can no longer maintain the Senior Citizens Law Project as a City-sponsored service program, but supports the Senior Citizens Law Project in its transition from a City-sponsored service program to an independent non-profit operation known as the Southern Nevada Senior Law Program, a duly-registered Nevada non-profit organization with IRS 501(c)(3) status pending by July 1, 2012. The City desires to grant the filing fee funds it receives from the county clerk under NRS 19.031 for a legal program for the elderly it to the Southern Nevada Senior Law Program. The term of this grant is for a period of ten (10) years and may be extended for up to two additional renewal periods of five (5) years.

RECOMMENDATION:
Staff recommends the Mayor and Council to approve this grant agreement and authorizes the Mayor to execute any and all related documents upon approval from the City Attorney.

BACKUP DOCUMENTATION:
Grant Agreement for the Southern Nevada Senior Law Program

GRANT AGREEMENT
FOR THE SOUTHERN NEVADA SENIOR LAW PROGRAM

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City") and the SOUTHERN NEVADA SENIOR LAW PROGRAM, a Nevada non-profit corporation ("Sub-recipient").

RECITALS

WHEREAS, since 1978, the City has operated the Senior Citizens Law Project which has provided legal services without charge to elderly persons in Clark County, Nevada;

WHEREAS, pursuant to NRS 19.031, the City has received certain funds from the Clark County Treasurer which funds were derived from the filing fees in civil actions filed in the Eighth Judicial District Court (the "filing fee funds"); and

WHEREAS, the City has used the filing fee funds for operating the Senior Citizens Law Project; and

WHEREAS, due to the recent economic downturn and the City undergoing financial constraints, the City will no longer be operating the Senior Citizens Law Project as a City program as of June 30, 2012; and

WHEREAS, the Senior Citizens Law Project has become a Nevada non-profit corporation entitled Southern Nevada Senior Law Program which will provide the same legal services to the elderly throughout Clark County; and

WHERAS, the City desires to grant the filing fee funds it receives to Southern Nevada Senior Law Program which will continue to provide the legal services to the elderly.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
GRANT FUNDS

1.1 Grant of Funds. Subject to the terms of this Agreement, the City hereby agrees to provide to Sub-recipient a grant of those certain funds which the City receives from the Clark County Treasurer pursuant to NRS 19.031. (the "Grant") to be used for the operations of a legal services program to be provided to the elderly without charge throughout Clark County, Nevada (the "Program"). The term of this Grant shall be for a period of ten (10) years and may be extended for up to two additional renewal periods of five (5) years, such extensions to be subject

to the Sub-recipient's compliance with this Agreement and approval by the City and Sub-recipient.

1.2 Program. Sub-recipient represents and covenants that it operates and will continue to operate a program for legal services which are provided without charge to elderly persons in Clark County, Nevada. Sub-recipient further represents and covenants that the filing fee funds shall be used for the Program and for no other purposes.

1.3 City and Other Governmental Permits. At such time as required by law, Sub-recipient shall, at its expense, secure or cause to be secured any and all required licenses, permits and pay any and all fees which may be required by the City or any other governmental agency to operate the Program.

1.4 Rights of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have reasonable access to any area where the work for the Program is taking place without charge or fee and at normal business hours.

1.6 Local, State and Federal Laws. Sub-recipient shall comply with all applicable laws, including, without limitation, all applicable local, federal and state law, regulations and codes.

1.7 Funding. The City shall provide Sub-recipient with the Grant of funds which the City actually receives from the Clark County Treasurer pursuant to NRS 19.031 provided that the Sub-recipient complies with the requirements of this Agreement. The Sub-recipient acknowledges that if the City does not receive the filing fee funds from the Clark County Treasurer, the City is under no obligation to provide any funds in the form of an advance, loan or other funding source. Sub-recipient further acknowledges that that the filing fee funds are contingent on the funding mandated by NRS 19.031, as may be amended from time to time. The City shall not provide any additional funding for the Program other than the Grant herein, unless the City and Sub-recipient agree to such additional funding as evidenced by a separate agreement(s).

1.9 Timing. The City Treasurer is authorized to coordinate the disbursement of the Grant in order that Sub-recipient will be able to comply with its contracts with the vendors and its operations, subject only to the terms of this Agreement. The Sub-recipient shall comply with request for information from the City Manager, or designee, such that the City can be assured that the Program is operated in accordance to NRS 19.031. The City Manager is authorized to implement funding safeguards as deemed reasonably necessary.

ARTICLE II
MISCELLANEOUS COVENANTS

2.1 Subrecipient. The Sub-recipient covenants to maintain its status as a Nevada non-profit corporation throughout a term of twenty (20) years from the date of this Agreement.

2.2. Inspections and Reviews. The Sub-recipient covenants that it will allow the City to inspect its books and records pertaining to the Program and this Agreement at all reasonable times and upon reasonable notice.

2.3 Acknowledgement of City. The Sub-recipient covenants to acknowledge the City for providing the Grant for the Program in all media, print, electronic or otherwise, which is published, printed, distributed or disseminated including, but not limited to, press releases, website content, flyers, advertisements, brochures, etc. The City shall have the right to review and approve the acknowledgement prior to its issuance. The City shall have the further right to request that any acknowledgement regarding the City be terminated and that the Sub-recipient shall promptly cease the acknowledgement upon receipt of notice from the City.

ARTICLE III
DEFAULTS

3.1 Events of Default. Each of the following shall be deemed an "Event of Default" under this Agreement.

A. Any party to this Agreement fails to pay an amount under this Agreement when due.

B. Any party to this Agreement fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this Agreement.

C. A party to this Agreement is dissolved or liquidated without the prior written consent of the other party to this Agreement.

D. The entry of a decree or order for relief by a court having jurisdiction in respect of any party in an involuntary case under the Federal bankruptcy laws, or any other applicable Federal or state insolvency or similar laws, or appointing a receiver, liquidator, assignee, custodian, trustee, or similar official for any party to this Agreement, or ordering the winding up or liquidation of the affairs of any party to this Agreement, and the continuance of that decree or order unstayed and in effect for a period of 90 consecutive days.

E. The commencement by any party to this Agreement of a voluntary case under the Federal bankruptcy laws or other applicable Federal or state insolvency or other similar laws, or the consent by a party to this Agreement to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for or of any substantial part of the property of such party.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this Agreement gives the defaulting party to this Agreement notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the

defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

3.2 Remedies for Default.

A. Remedies of City. If the Sub-recipient is the defaulting party, and an Event of Default has occurred, the City shall be entitled to exercise all rights that it has under the terms of this Agreement and may withhold further funding. In addition, subject to Section 4.5 of this Agreement, upon an Event of Default by the Sub-recipient, the City shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this Agreement and to require that the Sub-recipient carry out the agreements that it has made hereunder. The suit may be for specific performance, for damages, or for both, and the City may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the City's rights under this Agreement.

B. Remedies of Sub-recipient. Subject to Section 4.5, in the Event of a Default by the City hereunder, the Sub-recipient shall be entitled to bring a lawsuit at law or in equity seeking damages from the City on account of the breach, and the Sub-recipient shall also be entitled to bring a lawsuit for specific performance to order the City to comply with its duties under this Agreement, or bring an action for an injunction to enjoin acts of the City which may be unlawful or in violation of the rights of the Sub-recipient under this Agreement.

3.3 Mutual Remedies. In addition to the remedies stated in Sections 3.1 and 3.2 of this Agreement, the City and the Sub-recipient shall have all other rights and remedies afforded them by law or in equity for the enforcement of this Agreement if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 4.5, no right or remedy conferred by this Agreement is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity, or by statute.

3.4 No Implied Waivers. The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this Agreement or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

3.5 Effect of Waiver. No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

ARTICLE IV
MISCELLANEOUS

4.1 Indemnification.

A. The Sub-recipient agrees to protect and indemnify and hold the City, its directors, officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the City, its directors, officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the them as a result of or by reason of or arising out of or in consequence of (i) the operation of the Program pursuant to this Agreement by such indemnifying party, or (ii) any act or omission, negligent or otherwise, of the Sub-recipient, or any of its contractors, subcontractors, agents, licensees or anyone who is directly employed by the Sub-recipient, or any of its contractors, subcontractors, agents or licensees, in connection with the Program.

B. The Sub-recipient agrees that it shall at its sole cost and expense defend the City, its directors, officers, employees and agents and each of them in any suit or action for which the Sub-recipient has agreed to indemnify the City, its directors, officers, employees or agents. The City shall promptly notify the Sub-recipient of any claim made against it for which it may seek indemnification and shall fully cooperate with the Sub-recipient in the defense and/or settlement thereof. If the Sub-recipient fails to defend the City as herein provided, the City shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, the Sub-recipient.

C. No indemnification is required to be paid by the Sub-recipient for any claim, loss or expense arising from the willful misconduct or gross negligence of the City or its directors, officers or employees.

D. The provisions of this Section 4.1 shall survive the termination of this Agreement. It is not intended by the parties hereto that the indemnification provided in this Section 4.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

4.2 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this Agreement.

4.3 Contract Interpretation. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the Chief Urban Redevelopment Officer or designee of the City and the Sub-recipient administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the President of the Sub-recipient, and the City Manager or designee to

attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such request any party involved in such dispute may request binding arbitration as provided in Section 4.4.

4.4 Arbitration. All claims, disputes, or other questions that may arise between the City and the Sub-recipient concerning any provision or provisions of this Agreement which cannot otherwise be settled and which have not been waived, must be submitted to and be finally settled by binding arbitration in the manner set forth in this Section. After expiration of the ten (10) day period referred to in Section 4.3, any party, by written notice to the other, may demand arbitration. The notice to arbitrate shall provide a complete statement of the nature of the claim and the amount of money in dispute, if known. The notice to arbitrate shall be null and void if received beyond the time allowed by law for the presentation of the claim to the City, if applicable, or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as they stand amended at the time of the notice. The arbitrators shall be persons knowledgeable about the subject matter of the arbitration and they shall be bound by this Agreement. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to any party. The City and the Sub-recipient shall pay one-half the cost of arbitration including, without limitation, arbitrators' fees. Within twenty (20) days after notice requiring arbitration, the City and the Sub-recipient shall appoint one arbitrator and give notice of the appointment to the other party included in the dispute. The two arbitrators shall choose a third arbitrator within ten (10) days after appointment of the second. If any party fails to appoint an arbitrator, or if the two arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Eighth Judicial District Court of the State of Nevada, acting in his or her individual and nonofficial capacity, on the application of any party involved in the dispute and on five (5) days' notice to the other parties involved in the dispute; provided that any party involved in the dispute may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by another party. In that event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed. All arbitration proceedings shall be held in Clark County, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within ninety (90) days after the date upon which the last arbitrator is appointed. The parties waive any right to a trial de novo and the decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof. All fees, costs and/or expenses of the arbitration, excluding preparation and presentation, shall be assessed equally against the City and the Sub-recipient. The Sub-recipient shall carry on the work and maintain progress, and the City shall continue to perform, during any arbitration, court proceedings or any other disputes, unless the duty of such party to so perform is the subject of the dispute or a reasonable person would consider it imprudent to proceed further because of the default in question. The City and the Sub-

recipient shall each pay their own costs for preparation of and presentation of all claims. For purposes of payment of an arbitrated claim under the terms of this Agreement, the definition of "due and payable" of a claim, shall be the date of the arbitration decision of that claim, plus forty-five (45) calendar days. Interest will be allowed from the date the arbitrators decide payment should have been made at the prime rate referred to in NRS 99.040 plus 2 % per annum.

4.5 Successors: Assignments. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this Agreement or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

4.6 Entire Agreement. This Agreement, including any exhibits hereto constitutes the entire agreement of the parties hereto. The parties may modify this Agreement, but only by a written instrument signed by each party.

4.7 Further Assurances. The Sub-recipient and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of this Agreement. Without limit or foregoing, the City will execute and acknowledge the instruments reasonably requested by the Sub-recipient evidencing termination of this Agreement.

4.8 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the City:

City of Las Vegas
Attn: City Manager
495 S. Main Street, 7th Fl.
Las Vegas, Nevada 89101

If to the Sub-recipient:

Southern Nevada Senior Law Program
Attn: Executive Director
320 S. Ninth Street, 2nd Floor
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

4.9 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

4.10 Authorized Representatives. Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the City must be signed by the City Manager or designee. Any such designation by the Sub-recipient must by signed by the President thereof.

4.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

4.12 Interpretation. The captions appearing at the commencement of the Articles and Sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

4.13 Termination Date. Except as otherwise provided in Section 4.1D hereof, and in this Section, this Agreement shall be in effect from the date and year first mentioned above until the Improvements have been completed and all obligations pursuant to this Agreement fulfilled.

4.14 Time Calculation. Whenever in this Agreement a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

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4.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

IN WITNESS WHEREOF the City and the Sub-recipient have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly B. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

J. Pinsicello 4/30/12
Date

SOUTHERN NEVADA SENIOR LAW PROGRAM

By: _____

Its: _____

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action to approve the Edward Byrne Memorial Justice Assistance Grant agreement that designates $235,000 to the Southern Nevada Senior Law Program - All Wards [NOTE: This item is related to Item 49, Item 55 (R-38-2012), Item 56 (R-39-2012) and Item 57 (R-40-2012)]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $235,000
Funding Source: Edward Byrne Memorial Justice Assistance Grant
Dept./Division: Parks, Recreation and Neighborhood Services

PURPOSE/BACKGROUND:
The Senior Citizens Law Project is currently a City-sponsored program that has operated since 1978, providing legal assistance and support to over 100,000 senior citizens aged 60 and over free of charge. In 2011, the City of Las Vegas determined that due to significant budgetary constraints, the City can no longer maintain the Senior Citizens Law Project as a City-sponsored service program, but supports the Senior Citizens Law Project in its transition from a City-sponsored service program to an independent non-profit operation known as the Southern Nevada Senior Law Program, a duly-registered Nevada non-profit organization with IRS 501(c)(3) status pending by July 1, 2012. The City desires to grant the Edward Byrne Memorial Justice Assistance Grant funds it receives to the Southern Nevada Senior Law Program to enable the program to continue providing is valuable legal services to the low income senior community. The expiration date of this Grant is June 30, 2013.

RECOMMENDATION:
Staff recommends that the Mayor and Council approve grant agreement and authorizes the Mayor to approve any and all related documents upon review by the City Attorney.

BACKUP DOCUMENTATION:
Edward Byrne Memorial Justice Assistance Grant Agreement for the Southern Nevada Senior Law Program

EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT
GRANT AGREEMENT
FOR SOUTHERN NEVADA SENIOR LAW PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City") and SOUTHERN NEVADA SENIOR LAW PROJECT, a Nevada non-profit corporation ("Sub-recipient").

RECITALS

WHEREAS, since 1978, the City has operated the Senior Citizens Law Project which has provided legal services without charge to elderly persons in Clark County, Nevada;

WHEREAS, since 2009, the City has received certain funds from the U.S. Department of Justice pursuant to the Edward Byrne Memorial Justice Assistance Grant Formula Program (the "Grant Program") to assist the City's efforts to prevent and reduce crime and violence as required by the terms of this Agreement; and

WHEREAS, the City has used the Grant funds for operating the Senior Citizens Law Project; and

WHEREAS, due to the recent economic downturn and the City undergoing financial constraints, the City will no longer be operating the Senior Citizens Law Project as a City program as of June 30, 2012; and

WHEREAS, the Senior Citizens Law Project has become a Nevada non-profit corporation entitled Southern Nevada Senior Law Project which will provide the same legal services to the elderly throughout Clark County; and

WHERAS, the City desires to grant the Grant funds it receives to Southern Nevada Senior Law Project which will continue to provide the legal services to the elderly.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
GRANT FUNDS

1.1 Grant of Funds. Subject to the terms of this Agreement, the City hereby agrees to provide to Sub-recipient a grant in the amount of Two Hundred Thirty Five Thousand and 00/100 Dollars ($235,000.00) ("Grant") to be used for the operations of a legal services program

to be provided to the elderly without charge throughout Clark County, Nevada (the "Program"). The expiration date of this Grant shall be February 28, 2013.

1.2 Program. Sub-recipient represents and covenants that it operates and will continue to operate a program for legal services which are provided without charge to elderly persons in Clark County, Nevada. Sub-recipient further represents and covenants that the Grant funds shall be used for the Program and for no other purposes.

1.3 City and Other Governmental Permits. At such time as required by law, Sub-recipient shall, at its expense, secure or cause to be secured any and all required licenses, permits and pay any and all fees which may be required by the City or any other governmental agency to operate the Program.

1.4 Rights of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have reasonable access to any area where the work for the Program is taking place without charge or fee and at normal business hours.

1.6 Local, State and Federal Laws. Sub-recipient shall comply with all applicable laws, including, without limitation, all applicable local, federal and state law, regulations and codes.

1.7 Funding. The City shall provide Sub-recipient with the Grant funds which awarded to the City through the Department of Justice Edward Byrne Memorial Justice Assistance Grant Formula Program. The City shall not provide any additional funding for the Program other than the Grant herein, unless the City and Sub-recipient agree to such additional funding as evidenced by a separate agreement(s).

1.9 Timing. The City Treasurer is authorized to coordinate the disbursement of the Grant in order that Sub-recipient will be able to comply with its contracts with the vendors and its operations, subject only to the terms of this Agreement. The Sub-recipient shall comply with request for information from the City Manager, or designee, such that the City can be assured that the Program is operated in accordance with the Grant Program. The City Manager is authorized to implement funding safeguards as deemed reasonably necessary.

1.10 Adherence to Grant Program Guidelines. Sub-recipient agrees to comply with the terms and conditions of the Interlocal Agreement between the City of Las Vegas, the County of Clark, the City of Henderson, the City of North Las Vegas and the City of Mesquite regarding the American Reinvestment and Recovery Act Funds Obtained by the City of Las Vegas through the Edward Byrne Memorial Justice Assistance Grant dated October 26, 2009, as amended ("Interlocal Agreement"), including but not limited to, auditing, all reporting requirements and requirements for reimbursement requests), the Local Solicitation and Federal policies and laws. A fully executed copy of the Interlocal Agreement is attached to this Agreement as Exhibit "A".

ARTICLE II
MISCELLANEOUS COVENANTS

2.1 Subrecipient. The Sub-recipient covenants to maintain its status as a Nevada non-profit corporation throughout a term of twenty (20) years from the date of this Agreement.

2.2. Inspections and Reviews. The Sub-recipient covenants that it will allow the City to inspect its books and records pertaining to the Program and this Agreement at all reasonable times and upon reasonable notice.

2.3 Acknowledgement of City. The Sub-recipient covenants to acknowledge the City for providing the Grant for the Program in all media, print, electronic or otherwise, which is published, printed, distributed or disseminated including, but not limited to, press releases, website content, flyers, advertisements, brochures, etc. The City shall have the right to review and approve the acknowledgement prior to its issuance. The City shall have the further right to request that any acknowledgement regarding the City be terminated and that the Sub-recipient shall promptly cease the acknowledgement upon receipt of notice from the City.

ARTICLE III
DEFAULTS

3.1 Events of Default. Each of the following shall be deemed an "Event of Default" under this Agreement.

A. Any party to this Agreement fails to pay an amount under this Agreement when due.

B. Any party to this Agreement fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this Agreement.

C. A party to this Agreement is dissolved or liquidated without the prior written consent of the other party to this Agreement.

D. The entry of a decree or order for relief by a court having jurisdiction in respect of any party in an involuntary case under the Federal bankruptcy laws, or any other applicable Federal or state insolvency or similar laws, or appointing a receiver, liquidator, assignee, custodian, trustee, or similar official for any party to this Agreement, or ordering the winding up or liquidation of the affairs of any party to this Agreement, and the continuance of that decree or order unstayed and in effect for a period of 90 consecutive days.

E. The commencement by any party to this Agreement of a voluntary case under the Federal bankruptcy laws or other applicable Federal or state insolvency or other similar laws, or the consent by a party to this Agreement to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for or of any substantial part of the property of such party.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this Agreement gives the defaulting party to this Agreement notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

3.2 Remedies for Default.

A. Remedies of City. If the Sub-recipient is the defaulting party, and an Event of Default has occurred, the City shall be entitled to exercise all rights that it has under the terms of this Agreement and may withhold further funding. In addition, subject to Section 4.5 of this Agreement, upon an Event of Default by the Sub-recipient, the City shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this Agreement and to require that the Sub-recipient carry out the agreements that it has made hereunder. The suit may be for specific performance, for damages, or for both, and the City may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the City's rights under this Agreement.

B. Remedies of Sub-recipient. Subject to Section 4.5, in the Event of a Default by the City hereunder, the Sub-recipient shall be entitled to bring a lawsuit at law or in equity seeking damages from the City on account of the breach, and the Sub-recipient shall also be entitled to bring a lawsuit for specific performance to order the City to comply with its duties under this Agreement, or bring an action for an injunction to enjoin acts of the City which may be unlawful or in violation of the rights of the Sub-recipient under this Agreement.

3.3 Mutual Remedies. In addition to the remedies stated in Sections 3.1 and 3.2 of this Agreement, the City and the Sub-recipient shall have all other rights and remedies afforded them by law or in equity for the enforcement of this Agreement if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 4.4, no right or remedy conferred by this Agreement is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity, or by statute.

3.4 No Implied Waivers. The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this Agreement or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

3.5 Effect of Waiver. No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

ARTICLE IV
MISCELLANEOUS

4.1 Indemnification.

A. The Sub-recipient agrees to protect and indemnify and hold the City, its directors, officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the City, its directors, officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the them as a result of or by reason of or arising out of or in consequence of (i) the operation of the Program pursuant to this Agreement by such indemnifying party, or (ii) any act or omission, negligent or otherwise, of the Sub-recipient, or any of its contractors, subcontractors, agents, licensees or anyone who is directly employed by the Sub-recipient, or any of its contractors, subcontractors, agents or licensees, in connection with the Program.

B. The Sub-recipient agrees that it shall at its sole cost and expense defend the City, its directors, officers, employees and agents and each of them in any suit or action for which the Sub-recipient has agreed to indemnify the City, its directors, officers, employees or agents. The City shall promptly notify the Sub-recipient of any claim made against it for which it may seek indemnification and shall fully cooperate with the Sub-recipient in the defense and/or settlement thereof. If the Sub-recipient fails to defend the City as herein provided, the City shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, the Sub-recipient.

C. No indemnification is required to be paid by the Sub-recipient for any claim, loss or expense arising from the willful misconduct or gross negligence of the City or its directors, officers or employees.

D. The provisions of this Section 4.1 shall survive the termination of this Agreement. It is not intended by the parties hereto that the indemnification provided in this Section 4.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

4.2 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this Agreement.

4.3 Contract Interpretation. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the Chief Urban Redevelopment Officer or designee of the City and the Sub-recipient administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the President of the Sub-recipient, and the City Manager or designee to

attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such request any party involved in such dispute may request binding arbitration as provided in Section 4.4.

4.4 Arbitration. All claims, disputes, or other questions that may arise between the City and the Sub-recipient concerning any provision or provisions of this Agreement which cannot otherwise be settled and which have not been waived, must be submitted to and be finally settled by binding arbitration in the manner set forth in this Section. After expiration of the ten (10) day period referred to in Section 4.3, any party, by written notice to the other, may demand arbitration. The notice to arbitrate shall provide a complete statement of the nature of the claim and the amount of money in dispute, if known. The notice to arbitrate shall be null and void if received beyond the time allowed by law for the presentation of the claim to the City, if applicable, or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as they stand amended at the time of the notice. The arbitrators shall be persons knowledgeable about the subject matter of the arbitration and they shall be bound by this Agreement. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to any party. The City and the Sub-recipient shall pay one-half the cost of arbitration including, without limitation, arbitrators' fees. Within twenty (20) days after notice requiring arbitration, the City and the Sub-recipient shall appoint one arbitrator and give notice of the appointment to the other party included in the dispute. The two arbitrators shall choose a third arbitrator within ten (10) days after appointment of the second. If any party fails to appoint an arbitrator, or if the two arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Eighth Judicial District Court of the State of Nevada, acting in his or her individual and nonofficial capacity, on the application of any party involved in the dispute and on five (5) days' notice to the other parties involved in the dispute; provided that any party involved in the dispute may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by another party. In that event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed. All arbitration proceedings shall be held in Clark County, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within ninety (90) days after the date upon which the last arbitrator is appointed. The parties waive any right to a trial de novo and the decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof. All fees, costs and/or expenses of the arbitration, excluding preparation and presentation, shall be assessed equally against the City and the Sub-recipient. The Sub-recipient shall carry on the work and maintain progress, and the City shall continue to perform, during any arbitration, court proceedings or any other disputes, unless the duty of such party to so perform is the subject of the dispute or a reasonable person would consider it imprudent to proceed further because of the default in question. The City and the Sub-

recipient shall each pay their own costs for preparation of and presentation of all claims. For purposes of payment of an arbitrated claim under the terms of this Agreement, the definition of "due and payable" of a claim, shall be the date of the arbitration decision of that claim, plus forty-five (45) calendar days. Interest will be allowed from the date the arbitrators decide payment should have been made at the prime rate referred to in NRS 99.040 plus 2 % per annum.

4.5 Successors: Assignments. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this Agreement or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

4.6 Entire Agreement. This Agreement, including any exhibits hereto constitutes the entire agreement of the parties hereto. The parties may modify this Agreement, but only by a written instrument signed by each party.

4.7 Further Assurances. The Sub-recipient and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of this Agreement. Without limit or foregoing, the City will execute and acknowledge the instruments reasonably requested by the Sub-recipient evidencing termination of this Agreement.

4.8 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the City:

City of Las Vegas
Attn: City Manager
495 S. Main Street, 7th Fl.
Las Vegas, Nevada 89101

If to the Sub-recipient:

Southern Nevada Senior Law Program
Attn: Executive Director
320 South Ninth Street, 2nd Floor
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

4.9 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

4.10 Authorized Representatives. Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the City must be signed by the City Manager or designee. Any such designation by the Sub-recipient must by signed by the President thereof.

4.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

4.12 Interpretation. The captions appearing at the commencement of the Articles and Sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

4.13 Termination Date. Except as otherwise provided in Section 4.1D hereof, and in this Section, this Agreement shall be in effect from the date and year first mentioned above until the Improvements have been completed and all obligations pursuant to this Agreement fulfilled.

4.14 Time Calculation. Whenever in this Agreement a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

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4.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

IN WITNESS WHEREOF the City and the Sub-recipient have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly B. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

J Pinkerton 4/30/12
Date

SOUTHERN NEVADA SENIOR LAW PROGRAM

By: _____

Its: _____

EXHIBIT "A"

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS, THE COUNTY OF CLARK, THE CITY OF HENDERSON, THE CITY OF NORTH LAS VEGAS AND THE CITY OF MESQUITE REGARDING THE AMERICAN REINVESTMENT AND RECOVERY ACT FUNDS OBTAINED BY THE CITY OF LAS VEGAS THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

This Interlocal Agreement is hereby made and entered into on this 26th day of October, 2009 by and among the cities of Las Vegas ("Las Vegas"), Henderson ("Henderson"), Mesquite ("Mesquite"), and North Las Vegas ("NLV"), and the County of Clark ("County"), each a political subdivision of the state of Nevada, collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on June 9, 2009, the Parties applied as a "Disparate Jurisdiction" for a grant of funds from the Department of Justice pursuant to the Edward Byrne Memorial Justice Assistance Grant Formula Program (the "Grant Program") in the amount of $7,558,206 to assist the Parties' efforts to prevent and reduce crime and violence as required by the terms of the Grant Program.

WHEREAS, on May 5, 2009, the Parties executed a Memorandum of Understanding ("MOU") identifying Las Vegas as the Fiscal Agent of any Grant Funds allocated to the Parties by United States Department of Justice.

WHEREAS, the MOU provided that the Parties would execute an interlocal agreement among one another to provide the framework for the administration of the Grant Program and the distribution of the Grant Funds, in accordance with the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation and any other rules and regulations promulgated by the Department of Justice.

WHEREAS, the Parties have met to discuss and determine how the Grant Funds will be administered by Las Vegas, and the Parties have determined how the funds will be disseminated among the Parties over the four year term of the Grant Program.

WHEREAS, this Agreement defines the means by which the Grant Funds shall be divided and administered by Las Vegas, and specifically, how subsequent decisions regarding the payment of Grant Funds to each of the Parties by Las Vegas are to be determined, the structure for reporting, the rules and responsibilities of each Party if a Party allocates a portion of its Grant Funds to another recipient that has already been approved by Las Vegas and the consequences for a failure to adequately report to Las Vegas or a failure to follow the Program, its rules, regulations and guidelines.

WHEREAS, pursuant to NRS 277.180, the Parties are authorized to enter into an Interlocal Agreement to perform a governmental service, activity or undertaking that one of the Parties is authorized to perform. The Parties are each authorized by law to provide for justice-

related activities, and this Agreement serves to properly allocate and administrate federal grant monies for the further provision of justice-related activities among the Parties.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

I. Definitions.

A. "Allocation" means the specific amount of dollars allocated to the Fiscal Agent or a particular Sub-Recipient over the four year term of the Grant Program.

B. "DOJ" means the Department of Justice.

C. "Fiscal Agent" is the unit of local government responsible for the administration of the Grant Funds. The Fiscal Agent for the Grant Program is Las Vegas. When this term is used in the context of approval or denial of request, the Fiscal Agent refers to Las Vegas's City Manager or designee.

D. "Grant Funds" are the monies awarded to the Parties through the Department of Justice: Edward Byrne Memorial Justice Assistance Grant Formula Program.

E. "Grant Program" is the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation.

F. "Sub-Recipient" means one of the following entities awarded an Allocation of Grant Funds: Henderson, NLV, Mesquite, and the County.

G. "Sub-Sub Recipient" means either a governmental agency or 501(c)(3) non-profit organization that is approved by the Fiscal Agent for reimbursement for a portion of a sponsoring Sub-Recipient's or Fiscal's Agent's Allocation. The four Sub-Sub Recipients approved by the Fiscal Agent and allocated a portion of the County's Allocation are: the Clark County District Attorney; Clark County Parks and Recreation Department--Southern Nevada Gang Task Force; Clark County School District--Summer School Diversion Program; and Nevada Child Seekers. The Sub-Sub recipient approved by the Fiscal Agent and allocated a portion of Las Vegas's Allocation is: the Las Vegas Metropolitan Police Department ("Metro"). Monies for reimbursement to Sub-Sub Recipients shall be allocated from the requesting Sub-Recipient's Allocation.Notwithstanding anything to the contrary in this Agreement, the responsibilities of Fiscal Agents' Sub-Sub Recipient(s) shall be the same as the responsibilities of all Sub-Recipients' Sub-Sub Recipients.

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II. Administration of Grant Funds.

A. Generally.

1. Adherence to Grant Program Guidelines. The Parties agree to adhere to the Grant Program guidelines as provided by the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation. (OMB No.1121-0323, Release Date, March 6, 2009) (the "Local Solicitation"). If this Agreement is silent on a particular issue, or there is a conflict between the terms of this Agreement and the Local Solicitation, the terms of the Local Solicitation shall prevail. If there is a conflict between this Agreement and/or the Local Solicitation and Federal policy or law, Federal policy or law shall prevail. If the Local Solicitation and/or Federal policy or law are silent on an issue that is a term of this Agreement, this Agreement shall prevail. A violation of the terms of this Agreement, the terms of the Local Solicitation or Federal policy or law as it pertains to the use of Grant Funds, reimbursement of Grant Funds or the reporting of Grant Funds is a violation of this Agreement. A copy of the Local Solicitation is attached hereto as Exhibit 1.

2. Grant Funds shall be Non-Supplanting. The Fiscal Agent, Sub-Recipients and Sub-Sub Recipients must ensure that Grant Funds shall only be used to supplement existing program activities and that Grant Funds shall not be used to supplant (replace) previously appropriated non-grant funds by the Fiscal Agent, Sub-Recipients or any Sub-Sub Recipients.

3. Grant Funds not to be Commingled. Any Grant Funds received by the Fiscal Agent, Sub-Recipients or Sub-Sub Recipients shall be kept separate and apart from any and all other monies. No commingling of Grant Funds monies shall occur.

4. Use of Grant Funds Shall Comply with Grant Program. The Local Solicitation permits Grant Funds to be "used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities that will improve or enhance:

a. law enforcement activities;
b. prosecution and court programs;
c. prevention and education programs;
d. corrections and community corrections programs;
e. drug treatment and enforcement programs;
f. planning, evaluation and technology improvement programs; or
g. crime victim and witness programs (other than compensation).

5. Prohibited Use of Grant Funds. The Local Solicitation prohibits the use of Grant Funds as follows. "No JAG funds may be expended outside of the JAG purpose areas. Even within the purpose areas, however, JAG funds may not be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly for any of the following matters unless the Bureau of Justice Assistance certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

a. vehicles (except police cruisers), vessels (except police boats) or aircraft (excluding police helicopters);
b. luxury items;
c. real estate;
d. construction projects (other than penal or correctional institutions); or
e. any similar matters.

6. Department of Justice Policy OCPS 7130.1. All expenditures of money to be reimbursed by the Grant Program shall comply with Department of Justice Policy OCPS 7130.1 regarding the use of federal funds by grantees. A copy of OCPS 7130.1 is attached hereto as Exhibit 2.

7. GAAP Required. Any entity receiving reimbursement from the Grant Program must use Generally Accepted Accounting Principles for reporting and/or reimbursement activities.

8. Office of Management and Budget (OMB) Circulars. Any entity receiving reimbursement from the Grant Program must comply with all OMB Circulars relating to federal grants.

9. Fiscal Agent Audit. In addition to any audit obligations under federal policy or law related to federal grant programs, any entity receiving reimbursement from the Grant Program hereby acknowledges and agrees to abide by the following:

a. The Sub-Recipients (on behalf of themselves and any sponsored Sub-Sub Recipients) as provided for in section II. A. 10, below, agree to maintain financial records pertaining to all matters relative to the Grant Program and retain all records and supporting documentation applicable to this Grant Program for a period of three (3) years after completion of the Grant Program. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved.

b. The Sub-Recipient agrees to permit the Fiscal Agent or the Fiscal Agent's designated representatives to inspect and audit its records and books relative to this Grant Program at any time during normal business hours and under reasonable circumstances and to copy any information that the Fiscal Agent desires concerning Sub-Recipient's operation hereunder. The Sub-Recipient further understands and agrees that said inspection and audit will be exercised upon written notice to the Sub-Recipient.

c. If, at any time during the term of this Grant Program, or at any time after the expiration or termination of the Grant Program, the Fiscal Agent or the Fiscal Agent's designated representatives finds the actual monetary reimbursement by the DOJ is more than actual amount spent by a Sub-Recipient or Sub-Sub Recipient, the Sub-Recipient agrees that the difference shall be repaid immediately by the Sub-Recipient to the Fiscal Agent for disposition of the funds as directed by the DOJ.

10. Sub-Sub Recipients; Agreement Between Sub-Recipient and Sub-Sub Recipient Required. All Sub-Sub Recipients shall comply with all terms and conditions of this Agreement, the Local Solicitation and Federal policies and laws.

Any Sub-Recipient that desires to allocate a portion of its Allocation to a Sub-Sub Recipient shall enter into an agreement with that Sub-Sub Recipient that requires the Sub-Sub Recipient to comply with the terms and conditions of this Agreement (including, but not limited to, auditing, all reporting requirements and requirements for reimbursement requests), the Local Solicitation and Federal policies and laws, and such agreement shall be executed between the Sub-Recipient and the Sub-Sub Recipient prior to any request for reimbursement on behalf of the sponsored Sub-Sub Recipient.

A Sub-Recipient that sponsors a Sub-Sub Recipient hereby acknowledges and agrees that it, the Sub-Recipient, is responsible for the Sub-Sub Recipient in totality, and the Sub-Recipient shall be charged with requesting reimbursement and reporting all necessary information on behalf of its sponsored Sub-Sub Recipient. Any violations of this Agreement, the Local Solicitation and Federal policies and laws, by a sponsored Sub-Sub Recipient shall be deemed the actions of the sponsoring Sub-Recipient for purposes of the Grant Program, and any penalties or consequences shall accrue against the sponsoring Sub-Recipient.

B. Grant Fund Allocation.

1. Allocation. The Parties hereby agree that the document attached hereto as Exhibit 3 defines the Allocation to the Fiscal Agent and each of the Sub-Recipients.

2. Amendment of Allocation. Except as otherwise provided for the Fiscal Agent herein, the Parties acknowledge that the dollar amount of the Allocation is final, and such Allocation may not be amended over the term of the Grant Program without the prior written approval by Las Vegas and all Sub-Recipients and amendment of this Agreement.

C. Modification of Allocation.

While the Parties agree that the total dollar amount of an Allocation may not be increased over the term of the Grant Program, the Parties do acknowledge the need for flexibility to permit the Fiscal Agent to modify each Allocation upon request by a Sub-Recipient for either a Budget Modification or a Non-Budget Modification. Following is each term defined, the process for each type of modification, and the dollar amount at which approvals are required by either the Fiscal Agent, the DOJ or both.

1. Budget Modification. A Budget Modification is a request to modify a Sub-Recipient's Allocation in the following manner: a change to budget categories; a reduction in funding (i.e., a Sub-Sub Recipient no longer is requesting reimbursement); a change in the Sub-Recipient's overall project, or a change to the level or redeployment awarded pursuant to the Grant Program. For example, a Budget Modification is required under a circumstance where a Sub-Recipient was originally awarded three positions for a program activity, but then decides to only utilize funding for two positions. A Budget Modification shall be submitted to the Fiscal Agent as follows:

a. Procedure for Budget Modification.

i. Requestor shall submit a letter to the Fiscal Agent, c/o City of Las Vegas Office of Administrative Services, including, but not limited to, the following information:

- Sub-Recipient's Data Universal Numbering System (DUNS) number and the subcontract number of the award to be modified;
- a short description of the originally awarded items including the total project cost, funding awarded by the grant, and required level of redeployment;
- a description of the proposed change to the awarded items, budget, and FTE;
- a statement explaining how the change will affect the agency's ability to achieve the required level of redeployment awarded under the grant (for changes in the award amount or project objective please include new demonstration of time savings information); and
- detailed budget sheets reflecting the new total project costs resulting from the modification request.

ii. The Fiscal Agent will review the information (and submit information to the DOJ for approval, if necessary) and notify the Requestor upon notification of the approval or denial of the request by the approving authority.

2. Non-Budget Modification. A Non-Budget Modification is a request to modify an award to a Sub-Recipient for the reimbursement of particular items previously approved by the Fiscal Agent, but does not require a change in budget categories nor a reduction in funding. For example, a Sub-Recipient is awarded funding for 10 laptop computers for a particular purpose, but because of newly advantageous pricing, the Sub-Recipient is now able to purchase 12 laptop computers for the same price. A non-budget modification shall be submitted to the Fiscal Agent as follows:

a. Procedure for Non-Budget Modification.

i. Requestor shall submit a letter to the Fiscal Agent, c/o City of Las Vegas Office of Administrative Services, including, but not limited to, the following information:

- the Sub-Recipient's DUNS number and the subcontract number of the award to be modified;
- a short description of the originally awarded items including the total project cost, funding awarded by the grant, and required level of redeployment;
- a description of the proposed change to the awarded items, budget, and FTE;

- a statement explaining how the change will affect the agency's ability to achieve the required level of redeployment awarded under the grant (for changes in the award amount or project objective please include new demonstration of time savings information); and
- detailed budget sheets reflecting the new total project costs resulting from the modification request.

ii. The Fiscal Agent will review the information (and submit information to the DOJ for approval, if necessary) and notify the Requestor upon notification of the approval or denial of the request by the approving authority.

3. Prior Approval for Budget Modification or Non-Budget Modification Required by the Fiscal Agent and DOJ Required under Certain Circumstances. Sub-Recipients shall request prior approval for a Budget Modification or Non-Budget Modification where the change to the Allocation is in excess of ten (10) percent of the total allocation.

4. Failure to Comply. Failure to obtain prior approval of a Budget or Non-Budget Modification may result in the rejection of a reimbursement request by the Fiscal Agent and/or the DOJ for non-approved modifications.

D. Expenditure of Allocation.

Sub-Recipients and their Sub-Sub Recipients must expend their Allocation on an annual fiscal year basis, unless the Sub-Recipients or their Sub-Sub Recipients specifically notifies Las Vegas in writing a minimum of 30 calendar days prior to the end of the Sub-Recipient's fiscal year that an annual allocation cannot be expended within a fiscal year. The notification must include appropriate justification for the non-expenditure of funds. If Sub-Recipients or their Sub-Sub Recipients fails to expend its annual allocation of Grant Funds without providing the aforementioned notice and justification, any unexpended monies for that fiscal year shall revert to Las Vegas's use in its sole discretion as the original eligible recipient of the Grant Funds.

E. Reimbursement of Expenditures to the Fiscal Agent and Sub-Recipients.

In order to be repaid for expenditures, the Fiscal Agent and the Sub-Recipients must file a reimbursement request pursuant to the terms of this Agreement and the Grant Program. This section will delineate the general requirements for requesting reimbursement and the procedure by which the Fiscal Agent and each Sub-Recipient shall request reimbursement by the DOJ.

1. Generally.

a. Costs recovered on a Reimbursement Basis Only. Costs incurred shall only be recovered on a Reimbursement Basis as provided by this Agreement and the Local Solicitation.

b. Reimbursement Requests for Sub-Sub Recipients to be submitted by Sponsoring Sub-Recipient. The Fiscal Agent will only accept requests for reimbursement from Sub-

Recipients. Sub-Sub Recipients are not in privity of contract with the Fiscal Agent pursuant to this Agreement, and as such, the Fiscal Agent cannot enforce the terms of this Agreement, the Local Solicitation or Federal policies or laws upon the Sub-Sub Recipients, except by separate agreement. As such, if a Sub-Recipient chooses to allocate a portion of its Allocation to a Sub-Sub Recipient, then the sponsoring Sub-Recipient is responsible for verifying and properly submitting its sponsored Sub-Sub Recipients' reimbursement requests to the Fiscal Agent for processing.

c. Reimbursement Request Must be Accompanied by Required Reporting for Acceptance by the Fiscal Agent. The Fiscal Agent shall not accept a Sub-Recipient's reimbursement request without the accompanying required reporting for the fiscal quarter for which the Sub-Recipient is requesting reimbursement.

2. Procedure for Reimbursement.

a. Technical Assistance Available from Fiscal Agent. Throughout the term of the Grant Program, the Fiscal Agent will provide telephonic technical assistance relating to the proper reimbursement of expenses. Technical Assistance will be provided by the City of Las Vegas Department of Administrative Services until twenty (20) calendar days prior to the close of any fiscal quarter.

b. Reimbursement Requests to comply with provisions of 28 CFR 66.41. Sub-Recipients shall file reimbursement requests in accordance with 28 CFR 66.41, which requires, among other things, a mandate to submit all reimbursement requests for non-construction items on Standard Form 269A. All entities requesting reimbursement shall submit such requests on Standard Form 269A. A copy of 28 CFR 66.41 is attached hereto as Exhibit 4, and Standard Form 269A is attached hereto as Exhibit 5.

c. Reimbursement Requests Must be Timely Filed and Complete for Processing.

i. Unless otherwise provided by Section II(E)(2)(e), reimbursement requests shall only be accepted by the Fiscal Agent for the fiscal quarter in which the costs were incurred;

ii. Reimbursement requests must be accompanied by all necessary reporting documents as required by the Local Solicitation, Federal Policy or law, and as delineated at Paragraph F, herein, and the reporting documents must be complete for acceptance by the Fiscal Agent; and

iii. Reimbursement Requests shall be filed with the Fiscal Agent no later than five (5) calendar days after the end of the current fiscal quarter for processing. Reimbursement requests submitted after this deadline will not be accepted for processing for that current Fiscal Quarter.

iv. Notwithstanding any default or penalty provisions herein, late or incomplete reimbursement requests shall be delayed and shall only be processed by the Fiscal Agent at the end of the next Fiscal Quarter.

Sub-recipient Due Dates:	Fiscal Agent Due Dates to the DOJ:
October 5, 2009	October 10. 2009
January 5, 2010	January 10, 2010
April 5, 2010	April 10, 2010
July 5, 2010	July 10, 2010
October 5, 2010	October 10, 2010
January 5, 2011	January 10, 2011
April 5, 2011	April 10, 2011
July 5, 2011	July 10, 2011
October 5, 2011	October 10, 2011
January 5, 2012	January 10, 2012
April 5, 2012	April 10, 2012
July 5, 2012	July 10, 2012
October 5, 2012	October 12, 2012
January 5, 2013	January 10, 2013
April 5, 2013	April 10, 2013
July 5, 2013	July 10, 2013
October 5, 2013	October 10, 2013
January 5, 2014	January 10, 2014

d. Reimbursement. The Parties acknowledge that the Fiscal Agent can only reimburse monies to the Sub-Recipients that are received from the DOJ. Reimbursement will occur no later than thirty (30) calendar days after the monies requested are received by the Fiscal Agent from the DOJ.

e. Incomplete Reimbursement Requests. The Parties acknowledge that it will be difficult to submit a complete reimbursement request for the current fiscal quarter no later than five (5) days after the close of the current fiscal quarter because delay within the Parties' accounting processes may not permit a complete reimbursement request to be filed within the five (5) day period. As such, the Fiscal Agent will accept for processing an incomplete reimbursement request, to be processed for filing with the DOJ, but only as follows:

i. Any incomplete reimbursement request for the fiscal quarter shall include all expenditures from that fiscal quarter.

ii. Any expenditures from that fiscal quarter posted subsequent to the end of that fiscal quarter shall be submitted at the end of the following fiscal quarter for reimbursement.

The Parties acknowledge that the ability to file incomplete reimbursement requests depends on the willingness of the Federal Government to accept incomplete reimbursement requests from the Fiscal Agent and reimburse for those costs incurred that are not filed with the Fiscal Agent within five (5) days after the close of the current fiscal quarter. As such, the Parties understand that the Fiscal Agent will submit such reimbursement requests as provided above, but cannot guarantee that the Federal Government will reimburse such costs.

In addition, the Parties acknowledge and understand that the DOJ has been notified of this issue, and it is the Parties understanding that changes to the "five day rule" will be forthcoming. Once amended filing deadlines are provided to the Fiscal Agent by the DOJ, the Fiscal Agent will notify the Sub-Recipients of the changes and such changes will supercede any provisions that conflict as provided by Section II(A)(1), herein.

F. Required Reporting.

The Grant Program requires reporting by the each of the entities receiving reimbursement from the Grant Program. This section will delineate the general requirements for reporting and the procedure for reporting each of the required performance reports, programmatic and fiscal, along with initial information received from the DOJ regarding the substance and form of these reports.

1. Generally.

a. Fiscal Agent Time Limit for Required Reporting to DOJ; Sub-Recipient Deadline for Required Reporting to Fiscal Agent. The Fiscal Agent must satisfy Section 1512(c) of the Recovery Act, which requires detailed reporting (including reporting on sub-awards), no later than ten (10) calendar days after the end of a fiscal quarter. As such, the Sub-Recipients must submit a complete report as provided herein no later than five (5) calendar days after the close of the current fiscal quarter.

b. Required Reporting by Sub-Sub Recipients to be Submitted by the Sponsoring Sub-Recipient. The Fiscal Agent will only accept required reports from Sub-Recipients. Sub-Sub Recipients are not in privity of contract with the Fiscal Agent pursuant to this Agreement, and as such, the Fiscal Agent cannot enforce the terms of this Agreement, the Local Solicitation or Federal policies or laws upon the Sub-Sub Recipients, except by separate agreement. As such, if a Sub-Recipient chooses to allocate a portion of its Allocation to a Sub-Sub Recipient, then the granting Sub-Recipient is responsible for verifying and properly submitting its Sub-Sub Recipients' required reports to the Fiscal Agent for processing.

c. Agreement Between a Sub-Recipient and any Sponsored Sub-Sub Recipients shall be submitted to the Fiscal Agent. If a Sub-Recipient chooses to sponsor a Sub-Sub Recipient, the agreement between the Sub-Recipient and the Sub-Sub Recipient as delineated at Section II(A)(10) of this Agreement shall be submitted with the first quarterly performance report and reimbursement request by the sponsoring Sub-Recipient. If the Sub-Recipient fails to submit such agreement to the Fiscal Agent, any and all reimbursement requests on behalf of the Sub-Sub Recipient shall be rejected by the Fiscal Agent for that current Fiscal Quarter.

d. Proof of Registration Required. The Fiscal Agent and the Sub-Recipients shall submit to the Fiscal Agent written proof that it has acquired a DUNS number and is registered with the Central Contractor Registration database prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. The

Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

e. Business Licenses Required, if necessary. If necessary, the Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written proof that it has acquired all necessary business licenses, or is not subject to business licensing requirements, prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

f. Proof of Non-Profit Status with the Internal Revenue Service. If necessary, the Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written proof that it or its sponsored Sub-Sub Recipients has acquired proof of non-profit status with the Internal Revenue Service, prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

g. Proof of Acceptance of Award by Entity's Governing Body. Each of the Sub-Recipients, shall submit to the Fiscal Agent written proof of their governing body's acceptance of this Agreement, prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. In addition, an agreement between Sub-Recipient and any Sub-Sub Recipient(s) acknowledging acceptance of this Agreement shall also be submitted pursuant to the terms of this Section. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

h. Proof of an Excluded Parties List. The Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written documentation of an Excluded Parties List for any purchases of $25,000.00 or more, prior to the submission of their reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

i. Proof of DOJ Approval of Sole Source Contracting or Explanation of a Competitive Bidding Process for Certain Purchases. The Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written proof of DOJ Sole Source Approval or a competitive bidding process to be utilized for any purchases or contracts for goods or services in amounts of $100,000.00 or more, prior to the submission of their reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

j. Required Reporting Must be Accompanied by Reimbursement Request for Acceptance by the Fiscal Agent. The Fiscal Agent shall not accept a Sub-Recipient's

Required Report without the accompanying reimbursement request for the fiscal quarter that the Sub-Recipient is requesting reimbursement.

2. Required Reports.

The Parties acknowledge that the DOJ has not released final rules regarding reporting requirements for entities receiving reimbursement from DOJ under the Grant Program. However, it appears that a skeletal reporting structure has been delineated, requiring the Fiscal Agent and the Sub-Recipients to submit Programmatic Reports and Financial Status Reports. Provided herein will be what information is currently known.

a. Financial Status Reports to comply with provisions of 28 CFR 66.41. The Fiscal Agent and Sub-Recipients shall submit required financial reports in accordance with 28 CFR 66.41, which requires, among other things, a mandate to submit all Financial Status Reports for nonconstruction items on Standard Form 269A. When further direction is provided to the Fiscal Agent by the DOJ, the Fiscal Agent will notify each of the Sub-Recipients, in writing, within three (3) calendar days of which form is the correct form for proper reporting. A copy of 28 CFR 66.41 is attached hereto as Exhibit 4 and Standard Form 269A is attached hereto as Exhibit 5.

b. Programmatic Reports. The reporting form, nor all the information required for programmatic reporting, has not yet been delineated by the DOJ. The Fiscal Agent shall notify the Sub-Recipients within three (3) calendar days of notification by the DOJ of the correct form and programmatic information to be required. However, the Parties acknowledge that the following information will be required to be reported:

i. A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful;
ii. The reasons for slippage if established objectives were not met;
iii. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs;
iv. Copies of all invoices, purchase orders, or requisitions with the appropriate accounting codes that indicate the funds are kept in separate accounts from any other funds used by the Sub-Recipient; and
v. Copies of the Sub-Recipient's general ledger for the reporting quarter, including all payroll funds specific to the award, and reimbursement, in part or in whole, of previously spent grant funds.

c. Reporting Schedule. Each Sub-Recipient will be required to submit both a Financial Status Report and a Programmatic Report as follows:

i. Quarterly, no later than five (5) calendar days after the end of a fiscal quarter;
ii. Semi-Annually, no later than five (5) calendar days after the end of the second fiscal quarter;

iii. Annually, no later than fifteen (15) calendar days after the end of the grant year; and the

iv. Final performance report, no later than fifteen (15) calendar days after the expiration of the grant program.

The Parties acknowledge that this reporting structure is mandated by the DOJ pursuant to the Grant Program, so if the Reporting Schedule changes, the Fiscal Agent shall notify the Sub-Recipients within three (3) calendar days of any Reporting Schedule changes.

d. All Reports to be Submitted Electronically. Any and all reports submitted to the Fiscal Agent shall be submitted electronically by e-mail pursuant to the Paperwork Reduction Act of 1980 to the following e-mail address: subgranteereports@lasvegasnevada.gov. Electronic reports may be submitted in .doc, .xls or .pdf format. No handwritten or typed reports will be accepted by the Fiscal Agent.

e. Failure to Submit Required Reports; Incomplete Reports. Required reporting must accompany reimbursement requests. Reimbursement requests without the required reporting shall not be accepted for processing for that current Fiscal Quarter. Such reimbursement requests will be delayed and shall only be processed by the Fiscal Agent at the end of the next Fiscal Quarter.

G. Default; Penalties.

1. Notice of Default for Failure to Comply with this Agreement. In the event the Fiscal Agent discovers a failure to comply by a Sub-Recipient, or a Sub-Recipient's sponsored Sub-Sub Recipient, of its obligations pursuant to this Agreement, the Local Solicitation and/or Federal policies and laws regarding federal grant assistance programs, the Fiscal Agent shall provide a written notice (a "Notice of Default") of such failure to comply to the defaulting Sub-Recipient.

2. Cure; Event of Default. Within two (2) calendar days of the receipt of the Notice of Default by the defaulting Sub-Recipient, the defaulting Sub-Recipient, or in the case of a Sub-Sub Recipient, such Sub-Sub Recipient shall cure each failure to comply as described by the Notice of Default. Any such violation that remains uncured after such 48-hour period shall be a default hereunder and the Fiscal Agent may take any action permitted under the Local Solicitation and/or the Federal policies or laws relating to grant assistance programs, including, but not limited to, suspension of a Sub-Recipient's ability to receive reimbursement or termination of a Sub-Recipient's participation in the Grant Program.

3. Penalties for Failure to Comply with the Grant Program and Local Solicitation. The Parties acknowledge and understand that the DOJ has not yet finalized potential penalties for violation of the terms and provisions of the Local Solicitation and the Grant Program. The Parties agree that the Fiscal Agent is authorized to take any action or assess any penalty authorized by the DOJ for a violation of the terms of the Grant Program, Local Solicitation or Federal policy or law, as authorized by Nevada law. When the DOJ publishes penalties for violations of the terms and provisions of the Local Solicitation and the Grant Program, this

Agreement will be amended to reflect those penalties. At that time the Parties can accept the Amendment or withdraw from the Grant Program.

4. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

H. Miscellaneous.

1. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

2. Indemnification and Attorneys' Fees. Sub-Recipient, and any Sub-Sub Recipients, will protect, defend, indemnify, and save harmless Las Vegas from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Sub-Recipient, and Sub-Sub Recipients', obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all attorney's fees incurred by Las Vegas in the defense or handling of said suits, demands, judgments, liens, and claims and all attorneys' fees and investigation expenses incurred by Las Vegas in enforcing or obtaining compliance with the provisions of this Agreement.

3. Amendment of Agreement. No amendment of this Agreement is permitted without consent by the governing body of each Party. Those instances where this Agreement specifically delineates that the Fiscal Agent will provide further information to the Sub-Recipients regarding federal rules, policies and procedures to be followed is not considered an amendment of this Agreement, but a supplement to this Agreement specifically permitted by this Agreement.

4. Notices. All notices, demands and correspondence required or provided for under this Agreement not otherwise required to be submitted electronically by the terms of this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To Las Vegas:	City of Las Vegas 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: Director, Office of Administrative Services
To Henderson	City of Henderson P.O. Box 95050 MSC 211 Henderson, NV 89009-5050

To Mesquite	City of Mesquite 10 East Mesquite Boulevard Mesquite, NV 89027 Attention: Mesquite Police Department
To North Las Vegas	City of North Las Vegas 1301 Lake Mead Boulevard North Las Vegas, Nevada 89030 Attention: Asst. Director Police Services
To Clark County:	Clark County Community Resources Management Division PO Box 551212 500 S. Grand Central Pkwy. Las Vegas, NV 89155

Any Party may change its address by giving notice in writing to the others and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

5. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

6. Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

7. Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

8. Repayment of Fiscal Agent by Sub-Recipients. Notwithstanding any other default or penalty provisions provided herein, if a Sub-Recipient or Sub-Sub Recipient fails to comply with the Grant Program, the Local Solicitation or Federal policies or laws such that the DOJ requests reimbursement from the Fiscal Agent for monies provided to a Sub-Recipient or Sub-Sub

Recipient, the Sub-Recipient agrees to repay (either on behalf of itself or its sponsored Sub-Sub Recipient) the Fiscal Agent the amount of money repaid to the DOJ based upon the DOJ's demand.

The Parties acknowledge and agree that if a DOJ demand for repayment from the Fiscal Agent results in repayment by the Fiscal Agent based upon the action or inaction of a Sponsored Sub-Sub Recipient, the Sponsoring Sub-Recipient shall repay the Fiscal Agent the funds that were repaid to the DOJ by the Fiscal Agent.

In any event, if the DOJ requests repayment of funds by the Fiscal Agent, the Fiscal Agent will immediately notify the Sub-Recipient or Sub-Sub Recipient of the demand from DOJ in writing, and the affected Sub-Recipient may elect to: 1) contact the DOJ and appeal the DOJ's finding or negotiate a settlement with the DOJ if possible; or 2) repay the DOJ directly. Las Vegas acknowledges that the Sub-Recipient should have a right to appeal such a demand, and agrees to postpone repayment of the DOJ, as long as the DOJ notifies Las Vegas, in writing, that it will postpone its demand for repayment based upon Sub Recipient appeal or otherwise.

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

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year last below written.

PASSED, ADOPTED and APPROVED this 7th day of October, 2009.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By: _____
~~Beverly K. Bridges, CMC, City Clerk~~
By: Vicky Darling, CMC
Acting City Clerk

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this 20 day of October, 2009.

CITY OF HENDERSON

By: _____
Jutta G. Chambers, Chief of Police

By: _____
Andy A. Hafen, Mayor

ATTEST:

By: _____
Monica Martinez Simmons, MMC, City Clerk

COUNCIL ACT
OCT 20 2009

APPROVED AS TO FORM:

By: _____
Elizabeth Macias Quillin, City Attorney

PASSED, ADOPTED and APPROVED this _13TH _ day of __October_____, 2009.

CITY OF MESQUITE

By: _____
SUSAN HOLECHECK, MAYOR

ATTEST:

By: _____
CHERRY LAWSON, CMC, CITY CLERK

APPROVED AS TO FORM:

By: _____
CHERYL TRUMAN HUNT, CITY ATTORNEY

Signature Page Continued:

PASSED, ADOPTED and APPROVED this 7th day of October, 2009.

CITY OF NORTH LAS VEGAS

By: Shari L. Buck
Shari L. Buck, Mayor

ATTEST:

By: Karen L. Storms
Karen L. Storms, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
~~City Attorney~~
Nicholas Vaskov, Acting City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this 6th day of October, 2009.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
Rory Reid, Chair

ATTEST:

By: _____
Diana Alba, County Clerk

APPROVED AS TO FORM ONLY:

David Roger
District Attorney

By: _____
Deputy District Attorney

EXHIBIT 1
Local Solicitation

OMB No. 1121-0323

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

RECOVERY ACT

The U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

On February 17, 2009, President Obama signed into law the landmark American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). As one of its many elements, the Recovery Act provides the U.S. Department of Justice (DOJ) with funding for grants to assist state, local, and tribal law enforcement (including support for hiring), to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. DOJ is committed to working with our national, state, local and tribal partners to ensure this funding invests in the American workforce.

Specifically, under this solicitation, BJA will be making awards to assist local and tribal efforts to prevent or reduce crime and violence.

Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation

Eligibility

Applicants are limited to units of local government listed in the Recovery Act JAG allocation list for JAG funds.
(See "Eligibility," page 2)

Deadline

Registration with OJP's Grants Management System is required prior to application submission.
Applicants must obtain a DUNS number from Dun and Bradstreet prior to application submission. Applicants, including those applying through GMS, must register with the Central Contractor Registration (CCR) database.
(See "Deadline: Registration," page 1)

All applications are due by 8:00 p.m. Eastern Time. on May 18, 2009.
(See "Deadline: Applications," page 2)

Important Note to Prospective Applicants

This solicitation is issued pursuant to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), which was signed into law by President Obama on February 17, 2009. As of the date this solicitation is issued, government-wide guidance is still forthcoming on various aspects of the Act.

Applicants are strongly advised to check the appropriate web site and www.ojp.usdoj.gov/recovery/solicitationrequirements.htm periodically (including before submitting an application) for updates to this solicitation and its associated requirements. Additional information may become available that could affect project proposal narratives, timelines, budget requests, certifications, and other matters related to applications.

Award recipients will be required to follow any applicable provisions of government-wide guidance that may be issued pursuant to the Recovery Act.

Contact Information

For assistance with the requirements of this solicitation, contact: BJA toll-free at 1-866-268-0079 or e-mail JAGRecovery@usdoj.gov. This e-mail account will be checked hourly. A response will be provided within one business day. You may also contact your BJA State Policy Advisor at www.ojp.usdoj.gov/BJA/resource/stcont.htm, or Eileen M. Garry, Deputy Director for Programs, at 202–307–6226 or eileen.garry@usdoj.gov.

This application must be submitted through OJP's Grants Management System (GMS). For technical assistance with submitting the application, call the GMS Support Hotline at 1–888–549–9901, option 3. The GMS Support Hotline hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. e.t. For step-by-step GMS guidance, please utilize OJP's online Grants Management System training tool: www.ojp.usdoj.gov/gmscbt/.

Release date: March 6, 2009

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Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation
CDFA #16.804

Overview of the Edward Byrne Memorial Justice Assistance Grant Program

This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a).

The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website – Recovery.gov – to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadline: Registration

Registering with OJP's Grants Management System (GMS)
Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to https://grants.ojp.usdoj.gov. Applicants should begin the process immediately to meet the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. The registration process for organizations includes: (1) Obtaining a Data Universal Numbering System (DUNS) number; (2) Registering your organization with the Central Contractor Registration (CCR) database; and (3) Registering with GMS prior to applying.

The deadline to register is 8:00 p.m. Eastern Time on May 18, 2009.

A DUNS number is required. All applicants under this solicitation must include a DUNS (Data Universal Numbering System) number in their application. Applications without a DUNS number are incomplete.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for

tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1-866-705-5711 or by applying online at http://fedgov.dnb.com/webform/displayHomePage.do.

Central Contractor Registration (CCR) is required. In addition to the DUNS number requirement, OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov.

Deadline: Applications

The due date for applying for funding under this announcement is 8:00 p.m. Eastern Time on May 18, 2009.

Eligibility

Applicants are limited to units of local government appearing on the Recovery Act JAG allocation list. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, or other general purpose political subdivision of a state; any law enforcement district or judicial enforcement district that is established under applicable state law and has authority to, in a manner independent of other state entities, establish a budget and impose taxes; or, it may also be a federally recognized Indian tribe or Alaskan Native organization that performs law enforcement functions as determined by the Secretary of the Interior. In Louisiana, a unit of local government means the office of a district attorney or a parish sheriff.

Additional Requirements Related to the Recovery Act (including certification requirements):

Reporting on the Use of Funds. In order to be eligible to receive funds under this solicitation, applicants must certify that they will satisfy the reporting requirements of section 1512(c) of the Recovery Act, which requires detailed reporting (including reporting on subawards) not later than **ten calendar days after the end of each calendar quarter**. Detailed information on section 1512(c) appears below, under "Accountability and Transparency under the Recovery Act." A template for the certification is included in the appendix. Applicants may expect that a standard form and/or standard reporting mechanism will be made available at a future date.

Certification regarding Infrastructure Investments. Pursuant to section 1511 of the Recovery Act, a State or local government (including a federally-recognized Indian tribal government) may not receive funds for an infrastructure investment (for example, construction or major renovation of a correctional facility) unless the Governor, mayor, or other chief executive, as appropriate, certifies that the infrastructure investment has received the full vetting required by law and that the chief executive accepts responsibility that the infrastructure is an appropriate use of taxpayer dollars. The certification must include a description of the infrastructure investment, the estimated total cost, and the amount of Recovery Act funds to be used, and must be posted on

a web site that is linked to Recovery.gov. (Refer to the OJP Recovery Act Additional Requirements web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm for the text of section 1511.)

Consistent with section 1511, **all** applicants under this solicitation must complete a "General Certification as to Requirements for Receipt of Funds for Infrastructure Investments," a template for which is included in the appendix. Recipients that are awarded funds for one or more infrastructure investment projects must also submit and post a certification that satisfies section 1511 as to each such specific project prior to obligating, expending, or drawing down funds for such a project. Applicants or recipients that intend to prepare a section 1511 certification should consult the OJP Recovery Act Additional Requirements web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm. If a standard form becomes available, OJP will include a notice in the appropriate section of the web page.

American Indian Tribes and Alaska Native Tribes and/or Tribal Organizations: If a grant application is being submitted on behalf of a tribe or tribal organization, a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable government entity authorizing the inclusion of the tribe or tribal organization named in the application must be included with the application.

JAG Program-Specific Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. Applicants also should anticipate that awards under the Recovery Act will be one-time awards and accordingly should propose project activities and deliverables that can be accomplished without additional DOJ funding.

Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

Formula
The Bureau of Justice Statistics (BJS) calculates, for each *state and territory, a* minimum base allocation which, based on the statutory JAG formula, can be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. States also have a variable percentage of the allocation that is required to "pass through" to units of local government. This amount, also calculated by BJS, is based on each state's crime expenditures. Additionally, the formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported within the state. Local governments that are entitled to at least $10,000 awards may apply directly to BJA for Local JAG grants.

NOTE: Beginning in 2009, the formula calculation for the local portion of the JAG statute has changed significantly as a result of final implementation of the JAG statute. The statute, 42 U.S.C. 3755(d)(2)(B), specifies that for Fiscal Years 2005 through 2008, allocations to units of local government would follow the Local Law Enforcement Block Grant (LLEBG) formula. Pursuant to the statute, however, calculations for FY 2009 (and subsequent JAG calculations)

require that units of local government must have submitted to the FBI at least three years of Uniform Crime Report (UCR) data during the most-recent ten-year period for which UCR data are available (here, 1998-2007) in order to be eligible. As a result of this statutory requirement, several local governments that were eligible in prior years for JAG formula funding are ineligible this year due to a lack of compliant UCR data reporting.

Award Amount
The JAG allocation list established by the Bureau of Justice Statistics (BJS), and indicates the amount for which each unit of local government is eligible to apply. For a listing of eligible units of local government and eligible amounts, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

Purpose Areas
JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice-related research and evaluation activities that will improve or enhance:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Responsibilities
The Chief Executive Officer (CEO) of an eligible unit of local government or a local agency designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting reports including performance measures and program assessment data; and providing ongoing oversight and assistance to any subrecipients of the funds.

Administrative Funds
A unit of local government may use up to 10 percent of the award for costs associated with administering JAG funds.

Disparate Certification
A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the total eligible allocation. The joint application must specify the award distribution to each unit of local government and the purposes for which the funds will be

used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/recoveryJAG/JAGrecoveryMOU.pdf.

Governing Body Review
The applicant agency (fiscal agent) must make the grant application available for review by its governing body (or to the organization designated by that governing body) not fewer than 30 days before the application is submitted to BJA.

Public Comment
The Local JAG application must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.

Length of Awards
Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total of 4 grant period years.

Trust Fund
Each unit of local government may draw down any or all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest- bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

Recipients of funds, however, should be aware that the authority to retain such advance funding may be withdrawn should the recipient persistently remain delinquent in applicable reporting required by the Recovery Act. Specific information relating to this will be detailed in grant award documents.

Prohibited Uses
No JAG funds may be expended outside of the JAG purpose areas. Even within the purpose areas, however, JAG funds may not be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

Non-Supplanting
Federal funds must be used to supplement existing state and local funds for program activities and must not replace those funds that have been appropriated for the same purpose. See the OJP Financial Guide (Part II, Chapter 3). Additional information appears on the "OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Buy American
All applicants that propose to use grant funds to construct, alter, maintain, or repair a public building or public work should be aware that the Recovery Act (in section 1605) contains a "Buy American" provision that applies to iron, steel, and manufactured goods, subject to certain exceptions. The provision is to be applied in a manner consistent with United States obligations under international agreements. Government-wide guidance on this provision is not yet available, but is expected. For the text of section 1605, please refer to the ""OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Wage Rate Requirements
All applicants should be aware that the Recovery Act contains a provision on wage rate requirements that concerns projects funded or assisted by Recovery Act funds that employ laborers and mechanics. See section 1606 of the Recovery Act, the text of which appears on the "OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm. Government-wide guidance on this provision is not yet available, but is expected.

Recovery Act: Preference for Quick-Start Activities
Pursuant to section 1602 of the Recovery Act, recipient of funds under this solicitation for infrastructure investment are to give preference to activities that can be started and completed expeditiously, and also are expected to use grant funds in a manner that maximizes job creation and economic benefit. For the details of this requirement, please refer to the text of section 1602, which appears on the "OJP's Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Contracts
Generally speaking, the Recovery Act places special emphasis on the use of fixed-price contracts awarded through competitive procedures. As information becomes available, OJP will provide guidance to applicants as to what, if any, particular procurement requirements or procedures may apply to contracts awarded with Recovery Act grant funds, apart from those that appear in 28 C.F.R. Part 66 and 28 C.F.R. Part 70.

Recovery Act: Limit on Funds
The Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Recovery Act: Use of Funds in Conjunction with Funds from Other Sources.
Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law. There can be no commingling of funds. (See "Accountability and Transparency under the Recovery Act," below.)

Accountability and Transparency under the Recovery Act

Separate Tracking and Reporting of Recovery Act Funds and Outcomes
Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant

funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

The accounting systems of all recipients and subrecipients must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

Misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties.

Quarterly Financial and Programmatic Reporting
Consistent with the Recovery Act emphasis on accountability and transparency, reporting requirements under Recovery Act grant programs will differ from and expand upon OJP's standard reporting requirements for grants. In particular, section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.

Under this Recovery Act program, quarterly financial and programmatic reporting will be required, and will be **due within 10 calendar days after the end of each calendar quarter**, starting July 10, 2009.

Programmatic and Financial Reporting Periods	Due Dates
October- December	January 10
January- March	April 10
April-June	July 10
July-September	October 10

The information from grantee reports will be posted on a public website. To the extent that grant funds are available to pay a grantee's administrative expenses, those funds may be used to assist the grantee in meeting the accelerated time-frame and extensive reporting requirements of the Recovery Act.

Recovery Act grant recipients may expect that the information posted by OJP will identify grantees that are delinquent in their reporting. In addition, in keeping with standard OJP practice, grant recipients who do not submit required reports by the due date will not be permitted to draw down funds thereafter, during the pendency of the delinquency, and may be subject to other appropriate actions by OJP, including, but not limited to, restrictions on eligibility for future OJP awards, restrictions on draw-down on other OJP awards, and suspension or termination of the Recovery Act award.

Funding recipients may expect that a standard form and/or reporting mechanism may be available. Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, all applicants should be aware that the Recovery Act section 1512(c) provides as follows:

Recipient Reports: Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

(1) the total amount of recovery funds received from that agency;

(2) the amount of recovery funds received that were expended or obligated to projects or activities; and

(3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--

(A) the name of the project or activity;

(B) a description of the project or activity;

(C) an evaluation of the completion status of the project or activity;

(D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

(E) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

Subawards under Recovery Act Grants

Reporting: DUNS and CCR. As indicated above, quarterly reporting requirements for Recovery Act awards include reporting with respect to subawards. In order to facilitate that reporting, award recipients must work with their first-tier subawardees (if any) to ensure that, no later than the due date of the award recipient's first quarterly report after a subaward is made, the subawardee has a DUNS numbers and is registered with the Central Contractor Registration (CCR) database. See "Deadline: Registration," above, for more information on CCR and DUNS numbers.

Monitoring of subawards. All applicants should bear in mind that any recipient of an award under this solicitation will be responsible for monitoring of subawards under the grant in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Primary recipients will be responsible for oversight of subawardee spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds.

Reporting Fraud, Waste, Error, and Abuse

Each grantee or subgrantee awarded funds made available under the Recovery Act is to promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

You may report potential fraud, waste, abuse, or misconduct to the U.S. Department of Justice, Office of the Inspector General (OIG) by—

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG web site at www.usdoj.gov/oig/.

The Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act.

Performance Measures

To assist in fulfilling the accountability objectives of the Recovery Act, as well as the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. In addition, applicants must discuss their data collection methods in the application. The following are **required** measures for awards made under the Recovery Act:

Objective	Performance Measures	Data the grantee provides for 3-month reporting period	Description (Plain language explanation of what exactly is being provided)
Recovery Act: Preserving jobs	Number of jobs saved (by type) due to Recovery Act funding.	a) How many jobs were prevented from being eliminated with the Recovery Act funding during this reporting period? b) How many jobs that were eliminated within the last 12 months were reinstated with Recovery Act funding?	An unduplicated number of jobs that would have been eliminated if not for the Recovery Act funding during the three-month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.
Recovery Act: Creating jobs	Number of jobs created (by type) due to Recovery Act funding.	How many jobs were created with Recovery Act funding this reporting period?	An unduplicated number of jobs created due to Recovery Act funding during the three month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.

In addition, new performance measures specific to the JAG Program have been developed by BJA with input from criminal justice members in the field (including SAAs). The performance measures can be found at: www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf.

How to Apply

Grants Management System Instructions. Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to https://grants.ojp.usdoj.gov. Applicants should begin the process a few weeks prior to the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. For a step-by-step guide, visit http://www.ojp.gov/gmscbt/ and refer to the section entitled "External Overview: Locating & Applying for Funding Opportunities." For additional assistance, call the GMS Support Hotline at 1–888–549–9901 from 7:00 a.m. to 9:00 p.m. Eastern Time.

Note: OJP will not review any application whose attachments are in Microsoft Vista or Microsoft 2007 format. Applications submitted via GMS must be in the following formats: Microsoft Word (*.doc), Word Perfect (*.wpd), Microsoft Excel (*.xls), PDF files (*.pdf), or Text Documents (*.txt). GMS is not yet compatible with Vista and cannot yet process Microsoft Word 2007 documents saved in the new default format with the extension ".docx." Please ensure that any Word documents you are submitting are saved using "Word 97-2003 Document (*.doc)" format. Additionally, GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

Recovery Act CFDA Number: The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.804, titled "Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to Units of Local Territories."

What an Application Must Include

Standard Form 424

Program Narrative (Attachment 1)
Applicants must submit a program narrative that describes the proposed program activities for the 4-year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

The program narrative must include:

- Project objectives that are linked to meaningful and measurable outcomes consistent with the goals of the Recovery Act, and the likelihood of achieving such outcomes, such as job creation and preservation.
- Organization capabilities and competencies, including a description of how the organization will track all drawdowns and grant expenditures separately from other federal funding.
- Activities that can be started and completed expeditiously, and in a manner that maximizes job creation and economic benefits.
- Timeline or project plan identifying when the goals and objectives will be completed.

- Performance measures established by the organization to assess whether grant objectives are being met.

Budget and Budget Narrative (Attachment 2)
Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. A sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

Review Narrative (Attachment 3)
Applicants must include in this attachment documentation regarding the following requirements:
- Include the date that the JAG application was made available for review by the applicant's governing body. This governing body notification must occur no less than 30 days before submission to BJA.
- Include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.
- If the applicant is part of a disparate jurisdiction, include the Memorandum of Understanding (MOU), which has been executed and signed by each jurisdiction's Authorized Representative, outlining each jurisdiction's allocation and indicating which jurisdiction is serving as the applicant/fiscal agent for the joint funds.

Abstract (Attachment 4)
Applicants must provide an abstract which includes the applicant's name, title of the project, the goals of the project, a description of the strategies to be used, major deliverables, and coordination plans. The abstract must not exceed one-half page, or 400-500 words.

Certifications (Attachment 5)
See the Appendix.

Review Process

OJP is committed to ensuring a standardized process for awarding grants. The Bureau of Justice Assistance reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with program or legislative requirements as stated in the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the OJP Assistant Attorney General (AAG).

Additional Requirements

Successful applicants selected for awards under this Recovery Act solicitation must agree to comply with additional applicable requirements prior to receiving grant funding. We strongly encourage you to review the list below pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

- Civil Rights Compliance

- Funding to Faith-Based Organizations
- Confidentiality and Human Subjects Protection
- Anti-Lobbying Act
- Financial and Government Audit Requirements, includes Single Audit Act Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards
- Single Point of Contact Review
- Non-Supplanting of State and Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs *Financial Guide*
- Suspension or Termination of Funding
- Non-Profit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act
- Section 1511 of the Recovery Act: Certifications
- Section 1602 of the Recovery Act: Preference for Quick-Start Activities
- Section 1604 of the Recovery Act: Limit on Funds
- Section 1605 of the Recovery Act: Buy American
- Section 1606 of the Recovery Act: Wage Rate Requirements
- Section 1607 of the Recovery Act: Additional Funding Distribution and Assurance of Appropriate Use of Funds
- Section 1609 of the Recovery Act: Relating to National Environmental Policy Act

Appendix. Templates for Required Certifications

Instructions: Scan signed certifications and submit image files electronically as part of your application package.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

Certification as to Recovery Act Reporting Requirements

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Accountability and Transparency under the Recovery Act" in the program announcement for the Recovery Act grant program identified above. I have also read and reviewed section 1512(c) of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), concerning reporting requirements for grants. I agree that the applicant will comply with the reporting requirements set forth therein with respect to any grant the applicant may receive under the Recovery Act grant program identified above.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Justice Programs).

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Full Name of Applicant Entity

_____
Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

General Certification as to Requirements for Receipt of Funds for Infrastructure Investments

On behalf of the applicant State or unit of local government (including tribal government) named below, I certify the following to the Office of Justice Programs ("OJP"), U.S. Department of Justice:

I have personally read and reviewed the section entitled "Eligibility" in the program announcement for the Recovery Act grant program named above. I also have personally read and reviewed section 1511 of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"), which requires a specific certification prior to receipt of Recovery Act funds for infrastructure investments.

Initial the statement that applies:

_____ The applicant identified below **does not intend to use** any portion of any funds received under this Recovery Act grant program for any infrastructure investment. Should this intention change, the applicant will promptly notify OJP, and (except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law) will not draw down, obligate, or expend any funds received under this Recovery Act program for any infrastructure investment project until section 1511 of the Recovery Act has been satisfied, and an adequate project-specific certification has been executed, posted, and submitted to OJP.

_____ The applicant identified below **does intend to use** some or all of any funds received under this Recovery Act grant program for one or more infrastructure investment projects. Except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law, I agree that the applicant entity will execute, post, and submit to OJP, prior to obligating, expending, or drawing down funds for such project, a project-specific certification that satisfies all of the requirements of section 1511 (including execution by the Governor, mayor, or other chief executive, as appropriate) for each such infrastructure investment project.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

General Certification as to Requirements for Receipt of Funds
for Infrastructure Investments

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant (that is, the governmental entity applying directly to the Office of Justice Programs).

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Full Name of Applicant Government Entity

_____
Date

EXHIBIT 2
OCPS 7130.1

U.S. Department of Justice

Office of Justice Programs

Office of the Comptroller

Office of the Comptroller

Washington DC 20531

Policy Statement

OCPS 7130.1

Subject: Use of Federal funds by grantees, contractors, and OJP Bureaus and Offices to provide food and beverages at specific events.

1. Purpose. This statement provides guidance to OJP Bureaus, Offices, grantees and contractors (not including subrecipients) that desire to provide food and/or beverages at an event. **1/** Where this policy allows for the provision of food and/or beverages, it does not require that a Bureau, Office, grantee or contractor provide food and/or beverages at these events.

2. Scope. The procedures included in this policy statement are to be followed by all grantees, contractors, and OJP Bureaus and Offices. Subrecipient requests may be reviewed and approved by the awarding agency or recipient if required by the awarding agency as defined in Chapter 3, Glossary of Terms, effective edition of the OJP Financial Guide. **1/**

3. Policy. In accordance with the provisions of the Food and Beverage Policy, a grantee or contractor may use Federal funds for food and/or beverages when associated with a training session, meeting, or conference. Bureaus and Offices may use Federal funds for food and/or beverages when associated with a training session, meeting, conference, award ceremony, or retreat. Note: Food and beverage costs for events within events may be unallowable (see OJP Financial Guide, Food and Beverage Appendix, June 1999) **2/**

1/ Revised from previous edition dated 5/5/98. Requests for approval of food and beverage costs by subrecipients are not subject to review and approval by OJP.

2/ Mandatory attendance of all participants at related events is required for allowability of food and beverage costs at all events.

4. Procedures. Effective June 1999, OJP Bureaus, Offices, grantees and contractors do not need prior approval in accordance with the Food and Beverage Policy for Grantees and Contractors, but must comply with the requirements of the Policy Statement on the Use of Funds to Provide Food and Beverages (Attachment 1).

OJP grantees/contractors should maintain adequate documentation that supports use of food or beverage purchases using Federal funds.

Cynthia J. Schwimer
Comptroller

August 13, 1999
Date

Attachments:

Attachment 1 - Policy statement on the use of funds to provide food and beverages

Policy Statement on Federal Grantees, Contractors, & OJP Bureaus and Offices Use of Funds to Provide Food and Beverages

EXECUTIVE SUMMARY

Expenses for food and beverages incurred by **Federal grantees** and **contractors**[1] may be charged to Federal funds pursuant to program guidelines provided that three tests are satisfied:

Test 1 - The food and beverages provided are incidental to a work-related event; and
Test 2 - The costs of the food and beverages are considered reasonable; and
Test 3 - Food and beverages are not directly related to amusement and/or social events..

A **Federal agency's** ability to use Federal funds to provide food or beverages is more limited. Exceptions to the general prohibition on using Federal funds for this purpose exist when:

- Funds for the food or beverages are specifically appropriated; or,
- Food or beverages are for training expenses; or,
- Food or beverages are for meeting or conference expenses; or
- Food or beverages are expenses associated with a retreat outside the employees' official duty station; or
- Food or beverages are expenses of a Federal employee award ceremony.

Food and beverage costs incurred by a **Federal agency** for Federal employees and others may be allowable when the following tests are satisfied:

Trainings:
Test 1 - The training is for the purpose of providing a program or course of instruction or education in a field which will improve individual job related performance and organizational performance and assist in achieving the agency's mission and performance goals as defined by the Government Employees Training Act at 5 U.S.C. § 4101(4); and
Test 2 - The agency determines that providing meals is necessary to achieve the objectives of the training program, that is, that the food is necessary in order for the employees to obtain the full benefit of the training. See 5 U.S.C . § 4109 (1994).

Meetings, Conferences:
Test 1 - The food or beverage is part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities. See 5 U.S.C. § 4110

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[1] Federal grantees are governed by cost principles set out in the Office of Management and Budget Circulars. Federal contractors are subject to the Federal Acquisition Regulations which have similar rules to those found in the OMB Circulars. Food and beverages must not be directly related to amusement and/or social events, and the beverages cannot include alcohol.

(1994). (An OJP meeting that focuses on day to day operations does not qualify under 5 U.S.C. 4110); and
Test 2 - The food or beverages provided are incidental to the meeting or conference; and
Test 3 - The food and beverages must be necessary to the Federal employee's full participation in the meeting or conference; and
Test 4 - The employee is not free to take his or her meals elsewhere without being absent from essential discussions, lectures, or speeches concerning the purpose of the meeting or conference.

Award ceremonies:
Test 1 - Recognition for an award is given to an employee who meets general criteria specified in the Government Employees' Incentive Awards Act, 5 U.S.C. §§ 4501-4503; and
Test 2 - The recognition is given at a formal, ceremonial function which is OJP-wide; and
Test 3 - Food and beverages will materially enhance the effectiveness of the ceremony and the cost of such food and beverages is considered reasonable.

Retreats:
Test 1 - The retreat must be held outside the official duty station as defined by this Policy, i.e., the employee(s) is outside his or her official duty station as defined under the Federal Travel Regulations, chapter 301-7, and is entitled to per diem at a temporary duty station.

NOTE: Anyone under federal per diem allowances or reimbursements who is attending any of these events at which food and beverages are provided must deduct the cost of any full meals (ie. lunch, dinner) provided from his or her per diem allowances.

1.0 Purpose

The purpose of the Policy is to provide guidance to a contractor, grantee, and OJP Bureaus and Offices that desire to provide food and/or beverages at an event. Even if this Policy allows the provision of food and beverages, it does not require that an OJP Bureau, office, contractor or grantee provide food and/or beverages at training sessions, meetings, or conferences. Furthermore, while this Policy provides guidance, the examples contained in this Policy statement are not to be viewed as definitive, but rather as illustrations. Guidance should be applied within the context of each individual fact situation.

2.0 Definitions

For the purposes of applying the applicable rules covering the use of funds for food or beverages, the following terms are defined:

"Award ceremony" is a ceremony where the head of an agency may pay a cash award to, and incur necessary expense for, the honorary recognition of a Federal employee who, by his suggestion, invention, superior accomplishment, or other personal effort, contributed to the efficiency, economy, or other improvement of Government operations or achieved a significant

reduction in paperwork, or performed a special act or service in the public interest relating to his official employment. See 5 U.S.C. § 4503 (1994).

"**Breaks**" are short pauses in an ongoing informational program at trainings, meetings, conferences, or retreats. Typically, an all day event may include one break during a morning session, and one break during an afternoon session. Examples of foods items which may be served at breaks include foods such as, cookies, soda, fruit, etc.

"**Conference**" or "**meeting**" is a formal event involving topical matters of general interest, (i.e., matters that will contribute to improved conduct, supervision, or management of the agency's functions or activities), to Federal agency and non-Federal agency participants, rather than a routine business meeting primarily involving day-to-day agency operations and concerns. "Meeting" includes other designations, such as a conference, congress, convention, forum, seminar, symposium, training for grantees or contractors, and workshop. See 5 U.S.C. § 4110 (1994).

"**Continental Breakfast,**" means a light breakfast that may include a selection of coffees, teas, juices, fruits, and assorted pastries. It is allowable provided several hours of substantive material directly follows the continental breakfast. Grant recipients are reminded that the least expensive of the available selections should be chosen.

"**Federal agency**" means an Executive department, an independent establishment, a Government corporation, the Library of Congress, the Government Printing Office, and the Government of the District of Columbia. See 5 U.S.C. § 4101 (1994).

"**Federal contractor**" is a person or entity that contracts with the Federal Government to provide supplies, services, or experimental, developmental, or research work. Entities may include commercial organizations, educational institutions, construction and architect-engineer companies, State and local governments, and non-profit organizations. See 48 C.F.R. §§ 31.103-105, 31.107-108 (1995).

"**Federal employees**" are those persons employed in or under an agency of the United States Federal Government or the District of Columbia. See 5 U.S.C. § 4101 (1994).

"**Federal grantee**" means the component of a State, local, or federally-recognized Indian tribal government, educational institution, hospital, or a for-profit or non-profit organization which is responsible for the performance or administration of all or some part of a federal award. See OMB Circular No. A-87, Attachment A; OMB Circular No. A-110, Attachment A.

"**Focus group,**" for purposes of this Policy, means a gathering of Federal government employees to discuss results and improvements of programs in the field. The focus group should follow a prepared agenda, be lead by an expert(s) in the subject matter, and serve to educate the Federal employees.

"**Food**" **and/or** "**beverages**" retain their common meanings. Food or beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity. Beverages do not include alcoholic beverages.

"**Formal agenda,**" provides a list of all activities that shall occur during the event, using an hour by hour time line. It must specifically include the times during the event when food and beverages will be provided.

"**Incidental,**" for purposes of this Policy, means relating to a formal event where full participation by participants mandates the provision of food and beverages.

"**Reasonable,**" as it applies to cost of food or beverages means those costs which a prudent person would have incurred under the circumstances prevailing at the time the decision to incur the cost was made. Costs to consider when making judgements about reasonableness include the cost of food and beverage, total cost of the event and costs incurred relative to costs in the geographical area.

"**Reception,**" as it applies to this Policy, means an informal gathering which is not mandatory for all event participants to obtain necessary information. Indicators of a reception include a cash bar, inadequate seating for the entire group, food items from a reception menu (such as finger foods) and a longer break (than utilized throughout the day) between the substantive meetings and the reception. Receptions are expressly prohibited and are considered to be an unallowable cost with Federal funds.

"**Working dinner,**" as it relates to this Policy means a formal and mandatory dinner necessary for all participants to have full participation in the conference or event. A working dinner must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working dinner. Indicators of a working dinner include seating for all participants. A cash bar is expressly prohibited.

"**Working lunch,**" for purposes of this Policy is a formal and mandatory lunch necessary for all participants to have full participation in the conference or event. A working lunch must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working lunch (exhibits are not included). Indicators of a working lunch include seating for all participants. A cash bar is expressly prohibited.

3.0 DETERMINING ALLOWABLE COSTS OF FOOD AND BEVERAGES

There are two steps that must be taken to determine allowable costs associated with food and beverages.

Step 1: Three questions must be addressed when determining whether Federal funds can be used to provide food or beverages:

1. Who is the entity that seeks to provide the food and/or beverages?
   - Federal grantee

- Federal contractor
- Non-federal entity

2. To whom will the food and/or beverages be provided?
   - Federal agency (OJP) employees only
   - Employees of the Federal grantee or contractor
   - General public or employees of other Federal agencies
   - A mixed group consisting of OJP employees and Federal grantees, OJP employees and Federal contractors, or OJP employees and employees of other Federal agencies or the general public

3. Under what conditions will the food and beverages by provided?

Step 2: Apply the appropriate test to the situation in which funds are used to provide food and beverages:

A. Federal Grantee or Contractor

A Federal grantee or a contractor may provide food and beverages pursuant to program guidelines as long as:

1. The food and beverages provided are incidental to a work-related event; and
2. The costs of the food and beverages are considered reasonable; and
3. Food and beverages are not directly related to amusement and/or social events.

NOTES: Food and beverage costs for events within events may be unallowable. For example:

UNALLOWABLE
Event A includes 200 participants and food and beverages are requested for event B, which directly relates to event A, but includes only a subset of the 200 participants. Food and beverage costs at event B are unallowable since attendance at the event is not mandatory for all participants (200).

ALLOWABLE
If the purpose of event B is to discuss or work on topics unrelated to event A, food and beverage costs may be allowable for event B as a separate and independent event. A grantee or contractor should maintain separate documentation relating to event B.

B. Federal Agency

B.1 *For a Federal agency to provide food or beverages at a Federal*

employee training session,[2] *a Federal agency must meet the following requirements:*

1. The training must be a training program under 5 U.S.C. § 4109 as defined by the Government Employees Training Act at 5 U.S.C. § 4101(4); and
2. The agency determines that providing meals is necessary to achieve the objectives of the training program, that is, that the food is necessary in order for the employees to obtain the full benefit of the training.

B.2 *For a Federal agency to provide food or beverages at a* ***Federal meeting or conference,*** *a Federal agency must meet the following requirements:*

1. The food or beverage is part of a formal meeting or conference under 5 U.S.C. § 4110; and
2. The food and beverages provided are incidental to the meeting or conference; and
3. The food and beverages must be necessary to the Federal employee's full participation in the meeting or conference; and
4. The employee is not free to take his or her meals elsewhere without being absent from essential discussions, lectures, or speeches concerning the purpose of the meeting or conference.

B.3 *For a Federal agency to provide food or beverages at a Federal employee awards ceremony, a Federal agency must meet the following requirements:*

1. Recognition for the award is to an employee who meets general criteria specified in the Government Employees' Incentive Awards Act; and
2. The recognition is at some type of ceremonial function; and
3. The food and beverages will materially enhance the effectiveness of the ceremony and the cost of such items is considered reasonable.

B.4 *For a Federal agency to provide food or beverages at a Federal employee retreat, a Federal agency must meet the following requirement:*

The employee is in travel status, i.e., the employee is outside his or her official duty station and is entitled to per diem. The costs of full meals should be deducted from the per diem.

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[2] For training of grantees or contractors, please refer to the test for meetings or conferences.

4.0 Use of Funds for Food or Beverages

4.1 Federal Agency's Use of Funds for Food or Beverages

As a general rule, Federal agencies may not use Federal funds to provide food or beverages to Federal employees at their official duty stations. Such expenses are considered personal expenses. An employee is expected to bear these expenses from his or her salary; such expenses are not allowed under 5 U.S.C. § 5536, which prohibits an employee from receiving pay or allowances in addition to that fixed by law.

4.2 Exceptions to Federal Agency Use of Funds for Food or Beverages

A. Specifically Appropriated Funds

An agency may use funds to cover the costs of food or beverages for employees when Congress has appropriated funds specifically for such purposes. A common example of such funds is "official reception and representation" (OR&R) funds. In addition to including a specific amount of funds for OR&R in certain appropriations accounts, Congress has provided the Justice Department with general authority to use a specific amount from any of its various appropriation accounts for official reception and representation expenses. See Departments of Justice and Related Agencies Appropriation Act of 1994, Pub. L. No. 103-121, § 101, 107 Stat. 1163 (1993). Decisions to use these funds must be made by the head of the agency.

B. Statutory Exceptions

Congress has provided agencies the statutory authority to use funds not specifically appropriated for food to cover the cost of food or beverages in the following limited circumstances:

1. Training Expenses

Under the Federal Employees Training Act, 5 U.S.C. § 4109, OJP may pay for, or reimburse an employee for, food and beverages that are necessary to the achievement of the training objectives. Food and beverages may be provided to both Federal employees and non-Federal speakers who appear at the training session. See 48 Comp. Gen. 185 (1986).

There are two factors in determining whether Federal funds may be used for food or beverages under 5 U.S.C. § 4109. First, the event, meeting, seminar, symposium, etc. at which the food or beverages are offered must satisfy the definition of "training" in 5 U.S.C. § 4101(4) and as set out in this Policy, 2.0 Definitions. The fact that a Federal agency characterizes a meeting as "training" does not authorize the payment of related expenses where the event is really no more than an internal management meeting or staff working session.

Second, the Federal agency must show that the food or beverages were a necessary part of achieving the training objectives. "Necessary" food or beverages are those that the participants must be provided to further the goals of the training, such as food or beverages offered at lunches or dinners with speakers, or at breaks that are necessary to enable participants to be in attendance during all presentations of essential information. Food or beverages provided for the "pleasure" of those attending the training session are not legitimate training expenses.[3]

2. *Meeting or Conference Expenses*

Federal agencies may pay for food or beverages where Federal employees are attending meetings or conferences pursuant to 5 U.S.C. § 4110. The threshold test for determining whether an event is a "meeting or conference" is whether the food was provided at a formal event involving topical matters of general interest to Federal agency and non-Federal agency participants, rather than at a routine business meeting involving only internal management or day-to-day business concerns of the Federal agency.

When food and beverages are offered, the food or beverages must not only be ancillary to the functions or events carried on during the meal or break, but also ancillary to substantial functions taking place at the meeting or conference. These criteria are

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[3] For example, in a case involving the Pension Benefit Guaranty Corp. (PBGC), the Comptroller General found that although the PBGC was conducting a legitimate "training" session, the refreshments provided were not necessary for the employees to obtain the full benefit of the training, but rather were to maximize the time of the busy executives, to get the participants acquainted with each other, and to improve the on time attendance of the training participants. Therefore, the refreshments provided by the PBGC in conjunction with the training session were not permitted as training expenses. See Op. Comp. Gen. B-270199 (Aug. 6, 1996), 1996 WL 442084 (C.G.).

more easily met for externally organized or sponsored formal meetings or conferences than for agency sponsored meetings or conferences, where it may be difficult to distinguish between regular government matters and topical matters of general interest to non-governmental and governmental participants alike.

If the above tests are satisfied, the food and beverage expenses must also be necessary to the meeting or conference. In this context, "necessary" food or beverages are those that the participants must be provided to further the goals of the meeting or conference, as such food or beverages offered at lunches or dinners with speakers, or at breaks that are necessary to enable participants to attend all presentations of essential information. In any case, in order to use Federal funds, the food or beverages must be incidental to the meeting or conference, not vice versa.

3. *Award Ceremony Expenses*

Federal agencies may pay for food and beverages relating to Federal employee award ceremonies. Such food and beverages are considered "necessary expenses" that enhance the statutorily authorized honorary recognition of a Federal employee under the Government Employees' Incentive Awards Act, 5 U.S.C. §§ 4501-4503. If an agency determines that a reception with refreshments would materially enhance the effectiveness of its award ceremony, the cost of refreshments may be paid with Federal funds.

The basis for this exception is the statutory objective of encouraging employees to excel, and to this end, publicly recognizing their accomplishments. Therefore, food and non-alcoholic beverages that may be inappropriate in other contexts are considered appropriate as part of a ceremonial recognition of OJP employees who have qualified for awards under the criteria set out in 5 U.S.C. § 4503.

4. *Federal Agency Employee Retreat Expenses*

The Assistant Attorney General or an authorized agency official may determine that OJP employees should get away from the distractions and interruptions of their normal duty station environment to focus attention on management or programmatic issues. In such cases, food and beverages may be provided with Federal funds as long as (1) the retreat is held in a geographical location outside the employees' official duty station, and (2) the

participants' per diem allowances are reduced for the meals and incidental expenses in accordance with applicable regulations. See Op. Comp. Gen. No. B-244473 (January 13, 1992).

Retreats involve only Federal agency employees gathering for the purpose of discussing management or program issues of the agency. Because of its limited focus, a Federal agency employee retreat is not the same as a meeting or conference under 5 U.S.C. § 4110, nor is it a training as defined under 5 U.S.C. § 4101(4) and § 4109. Since a "retreat," by definition, takes place away from the official duty station, the authority to use agency appropriations for food and beverages stems from the travel statutes and the implementing Federal Travel Regulations. Therefore, the Federal agency cannot provide food or beverages to its employees during retreats within their official duty station.

5.0 Federal Grantee's Use of Funds for Food or Beverages

Once funds are in the grantee's hand, the restrictions on their use are governed by the "cost principles" of the Office of Management and Budget (OMB). Cost principles are the Federal rules that determine the reimbursibility of grantee expenses. Generally, allowable costs include reasonable costs incurred in activities designed to improve working conditions, improve employer-employee relations, improve employee morale, and improve employee performance. Costs that are not allowed by the cost principles are those directly related to the purchase of alcohol, or to entertainment, including amusement, diversions, or social activities.

Different classes of Federal grantees have different types of costs and follow different cost rules set out by the OMB. Specifically, State and local governments and their subgrantees are covered by the cost principles of OMB Circular A-87, non-profit organizations are covered by OMB Circular No. A-122, colleges and universities are covered by OMB Circular No. A-21, for-profit organizations are covered by OMB Circular No. A-110, and hospitals are covered by OMB Circular A-110 and 45 C.F.R. Part 74, App. E (1996).

The standard under which costs are considered "allowable costs" under the OMB cost principles is a "reasonable person" standard, specifically, those costs which a prudent person would have incurred under the circumstances prevailing at the time the decision to incur the cost was made. Also, considered in determining "reasonableness" is the extent to which the actions taken with respect to incurring the cost are consistent with established policies of the grantee and practices applicable to the grantee's work.

6.0 Federal Contractor's Use of Contract Funds for Food or Beverages

Federal contractors follow rules under the Federal Acquisition Regulation (FAR), 48 C.F.R. §§ 31.000-31.703 (1995), that are analogous to those set out by the OMB for grantees. Commercial contractors are given discretion in their use of funds by being allowed to charge as

"costs," reasonable aggregate costs incurred in activities designed to improve working conditions, improve employer-employee relations, improve employee morale, and improve employee performance. Costs that are not allowed by the regulations are those directly related to the purchase of alcohol, or to entertainment, including amusement, diversions, or social activities.

NOTES:

Anyone under per diem allowances or reimbursements who is attending events at which food and beverages are provided must deduct the cost of any full meals (ie. lunch, dinner) provided from his or her per diem allowances.

Grant recipients are encouraged to accept reduced room rates from conference facilities instead of food, i.e. reception, foods, etc .

If you have any questions regarding how to interpret or apply this Policy, please contact the Office of the Comptroller Customer Service Center at 1-800-458-0786, or send inquiries via e-mail to "askoc@ojp.usdoj.gov".

Attachment A

Examples of Whether Funds May be Used to Provide Food and Beverages

CONFERENCES AND MEETINGS:

Example #1 OJP sponsors an all-day event at the L'Enfant Plaza Hotel that includes a luncheon and breaks at which food and beverages are offered. Federal agency employees as well as non-agency persons are invited, and various policy topics are discussed.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = Yes

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are

necessary to enable participants to be in attendance during all presentations of essential information.

This scenario qualifies under the conference or meeting exception because the event is a formal conference or meeting consisting of several functions. Therefore, food and beverages may be provided with Federal funds.

Example #2 OJP sponsors an event for 3 hours between 11:00 a.m. and 2:00 p.m. in the OJP Ballroom during which a 30-minute working lunch is provided. The time between 11:00 a.m. and 2:00 p.m. is the only convenient meeting time for the participants. Non-Federal experts present expert opinions for the purpose of educating Federal agency employees about the ongoing successes and failures of agency programs. A formal agenda is distributed to all participants prior to the event, and participation by the Federal agency employees is required.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made, or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes - the lunch is incident to an event at which Federal agency employees are instructed by an expert on how to improve ongoing agency programs.

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or

meeting?
A = Yes

Q = If an employee does not participate in the meal, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes

This scenario qualifies under the conference or meeting exception where the event consists of a program of education and where the luncheon is incidental and necessary to the objectives of the event. Therefore, food and beverages may be provided with Federal funds.

Example #3 OJP sponsors an event for 1 hour between 12:00 p.m. and 1:00 p.m. at the L'Enfant Plaza Hotel during which a working lunch is provided. The hour between 12:00 p.m. and 1:00 p.m. is the only convenient time for the participants. Federal agency employees, as well as non-agency persons are invited, and various policy topics are discussed over lunch. An agenda is distributed to the participants prior to the event. There is no discussion before the lunch, and at the conclusion of the meal, the group disburses.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable .

Q = Are the food and beverages part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = No - there is no other substantial function at this event aside from the luncheon. The employees are free to take their lunch before or after the hour long event.

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes - where a speaker provides essential information during the luncheon

This scenario does not qualify under the conference or meeting exception because the meeting is essentially a "working lunch" with no additional functions, before or after the meal, at which necessary information is provided. Therefore, food and beverages cannot be provided with Federal funds.

Example #4 A Federal grantee/contractor sponsors an event at the L'Enfant Plaza Hotel to discuss policy topics. The event includes a working lunch with a speaker and breaks at which food and beverages are offered. Federal agency employees, as well as employees of the Federal grantee/contractor and non-agency persons are invited.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A = Federal agency employees, Federal grantee/contractor employees, and others

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal grantee/contractor providing food or beverages at a conference or meeting.

Q = Are the food and beverages provided incident to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incidental to the conference or meeting and not directly related to amusement and/or social events?
A = Yes

This scenario meets all components of the test; therefore, food and beverages **may** be provided with Federal grantee/contractor funds.

Example #5 A Federal grantee/contractor offers a "hospitality suite" the night before its conference at the L'Enfant Plaza Hotel. Federal agency employees, as well as employees of the Federal grantee/contractor and non-agency persons are invited.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A = Federal agency employees, Federal grantee/contractor employees, and others

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal grantee/contractor providing food or beverages at a conference or meeting.

Q = Are the food and beverages provided incident to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incident to the conference or meeting and not directly related to amusement and/or social events?
A = No

This scenario fails the test because food and beverages must not be directly related to amusement or social events. Although the conference is work-related, the hospitality suite is purely a "social event." Therefore, food and beverages **may not** be provided with Federal grantee/contractor funds.

Example #6 OJP sponsors an all-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as non-agency persons are invited, and various policy topics are discussed. Time is allotted at the end of the day for a networking reception during which food and beverages are offered.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = No

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = No. Although essential information is being offered during the day, it is not being offered during the networking reception. If an employee misses the networking reception, he or she will not miss information that was essential to the conference or meeting.

This scenario does not qualify under the conference or meeting exception

because the employee will not miss essential information if he or she does not participate in the networking reception. Therefore, the food and beverages cannot be provided with Federal funds. NOTE: Food and beverages may be provided at other times during the conference or meeting if the proper tests are met. Please refer to Example #1.

Example #7 Federal grantee/contractor sponsors an all-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as Federal grantee/contractor employees and non-agency persons are invited, and various policy topics are discussed. Time is allotted at the end of the day for a networking reception during which food and beverages are offered.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal grantee/contractor providing food or beverages at a conference or meeting.

Q = Are food and beverages incidental to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incidental to the conference or meeting and not directly related to amusement and/or social events?
A = No. Although essential information is being offered during the day, it is not being offered during the networking reception. The networking reception operates as a social function rather than a necessary work-related event.

This scenario does not qualify under the Federal grantee/contractor conference or meeting exception because the networking reception is essentially a social event. Therefore, the food and beverages may not be provided with Federal grantee/contractor funds, i.e., the refreshment expenses cannot be passed

through to the Federal grantee/contractor. The Federal grantee/contractor, however, may pay for food and beverages at the networking opportunity from its own profits. The food and beverages, in this case, raise ethical questions regarding the receipt by Federal employees of "gifts" from outside sources. Please consult your ethics manual in these situations.

Example #8 OJP sponsors a three-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as non-agency persons are invited, and various policy topics are discussed. Registration is held on the first morning of the event at which food and beverages provided.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = No

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = No

This scenario does not qualify under the conference or meeting exception, because the employee will not miss essential information if he or she does not participate in the food and beverages provided at registration. Therefore, the food and beverages cannot be provided with Federal funds. [Please also refer to Example #8]

Example #9 A Federal grantee/contractor sponsors a three-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as government contractor employees and non-agency persons are invited, and various policy topics are discussed. Registration is held on the first morning of the event at which food and beverages are provided.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal grantee/contractor providing food or beverages at a conference or meeting.

Q = Are food and beverages incidental to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incidental to the conference or meeting and not directly related to amusement and/or social events?
A = Yes

This scenario qualifies under the Federal grantee/contractor conference or meeting exception, because the costs are reasonable and the food and beverages are offered in conjunction with registration, which is a work-related event. Therefore, the food and beverages may be provided with Federal grantee/contractor funds.

Example #10 OJP sponsors a three-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as non-agency persons are invited, and various policy topics are discussed. A mid-morning break with coffee and danishes is offered each morning after the conference sessions have begun.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = Yes

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes

This scenario qualifies under the conference or meeting exception, because the employee will miss essential information if he or she does not participate in the short morning breaks, but rather leaves the conference area to obtain food or beverages. Therefore, the morning breaks may be provided with Federal funds.

RETREATS:

Example #11 OJP sponsors an all-day event at the Rockwood Manner in Potomac, Maryland that includes a working lunch and breaks at which food and beverages are offered. Only OJP employees are invited, and the topic of discussion is agency strategic planning and management.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Federal agency employees, exclusively

Q = Under what conditions will the food and beverages be provided?
A = Federal employee retreat within the official duty station of the employees. This event is not a conference or meeting because only Federal agency (OJP) employees are participating and because the topic involves policy and management issues of the agency.

Step 2:

Apply the test for a Federal agency providing food or beverages at a Federal employee retreat.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal retreat that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the retreat and necessary to the employees' full participation in the retreat?
A = Yes

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the retreat?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are necessary to enable participants to be in attendance during all presentations of essential information.

Q = Is the retreat outside the employees' official duty station?
A = No - the Rockwood Manner is within the District of Columbia official duty station.

This retreat is held in Montgomery County, which is within the employees' official duty station. Therefore, food and beverages cannot be provided with Federal funds.

Example #12 OJP sponsors an all-day event at a location in Annapolis, Maryland. The event includes a working lunch and breaks at which food and beverages are offered. Only OJP employees are invited, and the topic of discussion is agency strategic planning and management.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Federal agency employees, exclusively

Q = Under what conditions will the food and beverages be provided?
A = Federal employee retreat within the official duty station of the employees. This event is not a conference or meeting because only Federal agency (OJP) employees are participating and because the topic involves policy and management issues of the agency.

Step 2: Apply the test for a Federal agency providing food or beverages at a Federal employee retreat.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal retreat that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the retreat and necessary to the employees' full participation in the retreat?
A = Yes

Q = If an employee does not participate in the food or beverages, will

he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the retreat?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are necessary to enable participants to be in attendance during all presentations of essential information.

Q = Is the retreat outside the employees' official duty station?
A = Yes - the Annapolis area is not within the District of Columbia official duty station.

Because this retreat is held in Annapolis, which is not within the employees' official duty station, food and beverages may be provided with Federal funds. Anyone receiving per diem allowance or reimbursement, however, must deduct the cost of the lunch from his or her per diem allowance or reimbursement.

TRAINING

Example #13 OJP sponsors a training session to train OJP employees at the L'Enfant Plaza Hotel. The full day training session includes a working lunch and breaks at which food and beverages are offered.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Federal agency employees, exclusively

Q = Under what conditions will the food and beverages be provided?
A = Training session

Step 2: Apply the test for a Federal agency providing food or beverages at a Federal employee training session.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable.

Q = Are the food and beverages part of a formal training session that is concerned with the functions or activities for which the appropriations is made, or that is for the purpose of providing education in a field that will improve individual and organizational performance and assist in achieving the agency's mission and performance goals?
A = Yes

Q = Are the food and beverages necessary to achieving the objectives of the training program, i.e., is the food necessary in order for the employees to obtain the full benefit of the training the employees' full participation in the training session?
A = Yes

Q = If an employee does not participate in the meal or break session, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the training?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are necessary to enable participants to be in attendance during all presentations of essential information.

This scenario meets all prongs of the test, therefore, food and beverages may be provided with Federal funds. Note: when an activity can be classified as a training session rather than a retreat, the inquiry concerning "official duty station" is not necessary.

Example #14 OJP sponsors an all-day event to train OJP employees and Federal grantee/contractor employees at the L'Enfant Plaza Hotel. The event includes a working lunch and breaks at which food and beverages are offered.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Federal agency employees and non-agency employees

Q = Under what conditions will the food and beverages be provided?
A = Meeting or conference. Note that this event is not a "training" session as defined under 5 U.S.C. § 4101. Because this is a formal event of interest to OJP and non-OJP participants, it qualifies as a meeting or conference. The meeting or conference test may be applied.

Step 2: Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incidental to part of a formal meeting

or conference that is concerned with the functions or activities for which the appropriation is made, or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = Yes

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are necessary to enable participants to be in attendance during all presentations of essential information.

This scenario meets all prongs of the test, therefore, food and beverages may be provided with Federal funds.

Example #15 A Federal grantee/contractor sponsors a training session for its own employees, Federal agency employees and non-agency participants at the L'Enfant Plaza Hotel. The training session includes a working lunch and breaks at which food and beverages are offered.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A = Mixed group of grantee/contractor employees, Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Training session

Step 2: Apply the test for a Federal grantee/contractor providing food or beverages at a training session.

Q = Are the food and beverages provided incident to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = The food and beverages incidental to the training and not directly related to amusement and/or social events?
A = Yes

This scenario meets all components of the test, therefore, food and beverages may be provided with Federal grantee/contractor funds. Note: If some Federal agency employees are invited to attend this training, the presence of Federal employees does not prevent the Federal grantee/contractor from providing food and beverages under it's three-part test.

EXHIBIT 3
Allocation to the Fiscal Agent and each of the Sub-Recipients

ARRA BYRNE LOCAL SOLICITATION GRANT
CITY OF LAS VEGAS AS FISCAL AGENT

4 YEAR BUDGET BREAKDOWN

Jurisdiction Name	A. PERSONNEL SALARIES Job Title	Grade or Calculation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	Court Clerk PTH	$12.57*988 hrs	$12,419.16	$13,040.12	$13,692.12	$14,376.73	$53,528.13
NLVPD	Accountant (part-time)		$26,800.00	$26,800.00	$0.00	$0.00	$53,600.00
Clark County DA	Deputy District Attorney	$32.75/hr * 2100 hours/year	$68,547.58	$78,143.52	$0.00	$0.00	$146,691.10
CC CCSD Summer S	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	Safety Specialists PTH - Late Night Solutions	12*$14/hr*400hrs	$67,200.00	$69,216.00	$71,292.48	$73,431.25	$281,139.73
CC LSSNGTF	Outreach Specialists PTH - Back on Track	3*$15/hr*800hrs	$36,000.00	$37,080.00	$38,192.40	$39,338.17	$150,610.57
CC Project REAL	Project Real Executive Director	8.33% of $60,000 per year salary	$4,999.98	$5,000.00	$0.00	$0.00	$9,999.98
CC Project REAL	Project Real Program Manager	13.51% of $54,000 per year salary	$7,299.99	$7,300.00	$0.00	$0.00	$14,599.99
CC Project REAL	Project Real Executive Assistant	13.33% of $30,000 per year salary	$4,000.00	$4,000.00	$0.00	$0.00	$8,000.00
CC Project REAL	Court Tour Coordinator position	8.33% of $12,000 per year salary	$999.96	$999.96	$0.00	$0.00	$1,999.92
CC Project REAL	Teacher stipends	15 teachers * $100	$1,500.00	$1,500.00	$0.00	$0.00	$3,000.00
CC Nevada Child See	Executive Director	$58,543 salary through Dec. 31, 2009 with 5% performance increase each calendar year 30.7% Education and 19% Case Mangement	$29,085.98	$30,540.28	$32,067.29	$0.00	$91,693.54
CC Nevada Child See	Operating Officer	$43,680 salary through Dec. 31, 2009 with 5% performance increase each year. This position works 19.25% in Case Management and 19% in Education	$16,706.99	$17,542.34	$18,419.45	$0.00	$52,668.78
CC Nevada Child See	Case Manager	51.5% of $38,270 through Dec. 31, 2009 with 3% performance increase each calendar year	$19,709.51	$20,300.79	$20,909.82	$0.00	$60,920.12
CLV-MC	Office Specialist II - JET Program	CC25 - Step 2	$39,232.20	$42,370.78	$45,760.44	$49,421.27	$176,784.69
CLV-MC	Office Specialist II - JET Program	CC25 - Step 2	$39,232.20	$42,370.78	$45,760.44	$49,421.27	$176,784.69
CLV-LS	Sr. Professional - Paralegal PTE (19 hours/week)	($20/hr * 988hrs/yr) +3% CoLA for Years 2-4 HY08	$19,760.00	$20,352.80	$20,963.38	$21,592.29	$82,668.47
		Subtotal	*$393,493.55*	*$416,557.36*	*$307,057.83*	*$247,580.99*	*$1,364,689.72*

B. FRINGE BENEFITS

	JobTitle	% (Benefits)	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	Court Clerk PTH	15.00%	$1,862.87	$1,956.02	$2,053.82	$2,156.51	$8,029.22
NLVPD	Accountant (part-time)	$27,388 in benefits * 50 (half-time) * 2 years	$13,694.00	$13,694.00	$0.00	$0.00	$27,388.00
Clark County DA	Deputy District Attorney	25.05% plus $10,500 per year in medical benefits	$27,671.17	$30,074.95	$0.00	$0.00	$57,746.12
CC CCSD Summer School Diversion	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	Hourly Positions - Late Night Solutions	$420/person per year (7.5% benefits) * 12 people	$5,040.00	$5,191.20	$5,346.94	$5,507.34	$21,085.48
CC LSSNGTF	Hourly Positions - Back on Track	$900/person (7.5% benefits) per year * 3 people	$2,700.00	$2,781.00	$2,864.43	$2,950.36	$11,295.79
CC Project REAL	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Nevada Child See	Cell Stipend	Case Mgr & ED 100%	$900.00	$900.00	$900.00	$0.00	$2,700.00
CC Nevada Child See	Cell Stipend	Oper. Mgr.	$119.48	$0.00	$0.00	$0.00	$119.48
CC Nevada Child See	Health Care Premium	ED, Oper. Mgr. $9,600 per year Amt. Not covered by other funding sources	$1,993.00	$972.00	$972.00	$0.00	$3,937.00
CLV-MC	Office Specialist II - JET Program	61.00%	$23,931.64	$25,846.17	$27,913.87	$30,146.98	$107,838.66
CLV-MC	Office Specialist II - JET Program	61.00%	$23,931.64	$25,846.17	$27,913.87	$30,146.98	$107,838.66
CLV-LS	Sr. Professional - Paralegal PTE (19 hours/week)	15.00%	$2,964.00	$3,052.92	$3,144.51	$3,238.84	$12,400.27
		Subtotal	***$104,807.81***	***$110,314.44***	***$71,109.43***	***$74,147.01***	***$360,378.68***

C. TRAVEL (if any)

	Purpose/Location, etc.	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County DA	Deputy District Attorney	Travel, lodging, per diem, training fees, and/or mileage for seminars on child pandering topics	$2,500.00	$2,500.00	$0.00	$0.00	$5,000.00
CC CCSD Summer S	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	Travel to Gang Training	Round trip airfare, lodging, and per diems to OJJDP gang training from Las Veges, NV to Atlanta, GA	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$10,000.00
CC Project REAL	School bus trips from school to court for tours	$240 per round trip using CCSD busses for six trips	$1,440.00	$1,440.00	$0.00	$0.00	$2,880.00
CC Nevada Child See	Mileage	.55 per mile based on past year usage (6650 miles) for staff and volunteers to deliver programs and not covered by other funding sources.	$3,657.50	$3,657.50	$3,657.50	$0.00	$10,972.50
CC Nevada Child See	OJJDP NCMEC Training	In 2009 Reno, NV other years TBD - Round Trip Airfare, lodging and per diem for training	$500.00	$500.00	$500.00	$0.00	$1,500.00
CC Nevada Child See	radKIDS Training	Springfield Mass. Registration, airfare, lodging, and per diem for annual training	$1,200.00	$1,200.00	$0.00	$0.00	$2,400.00
CLV OAS	Required trip to DC	Roundtrip from LV to Wash. DC $808 * 3 people	$1,616.00	$1,616.00	$1,616.00	$1,616.00	$6,464.00
CLV OAS	Required trip to DC	Lodging for 2 people for 3 nights ($233/night)	$1,398.00	$1,398.00	$1,398.00	$1,398.00	$5,592.00
CLV OAS	Required trip to DC	Meals and Per Diem ($64) for 2 people for 3 days	$384.00	$384.00	$384.00	$384.00	$1,536.00
CLV OAS	Required trip to DC	Ground Transportation	$384.00	$384.00	$384.00	$384.00	$1,536.00
CLV OAS	Required trip to Regional Meeting	Roundtrip from LV to San Francisco, CA $808 * 3 people	$1,616.00	$1,616.00	$1,616.00	$1,616.00	$6,464.00
CLV OAS	Required trip to Regional Meeting	Lodging for 2 people for 3 nights ($233/night)	$1,398.00	$1,398.00	$1,398.00	$1,398.00	$5,592.00
CLV OAS	Required trip to Regional Meeting	Meals and Per Diem ($64) for 2 people for 3 days	$384.00	$384.00	$384.00	$384.00	$1,536.00
CLV OAS	Required trip to Regional Meeting	Ground Transportation	$384.00	$384.00	$384.00	$384.00	$1,536.00
		Subtotal	***$19,361.50***	***$19,361.50***	***$14,221.50***	***$10,064.00***	***$63,008.50***

	D. EQUIPMENT	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	Magazines $75	$75 per magazine * 24 officers	$1,800.00	$0.00	$0.00	$0.00	$1,800.00
HendPD	Taser & holster $809	$809 * 24 officers	$19,416.00	$0.00	$0.00	$0.00	$19,416.00
HendPD	Taser cartridge $35	$35 * 24 officers	$840.00	$0.00	$0.00	$0.00	$840.00
HendPD	Laptop $4500	$4500 * 24 officers	$108,000.00	$0.00	$0.00	$0.00	$108,000.00
HendPD	Laptop license $4000	$4000 * 24 officers	$96,000.00	$0.00	$0.00	$0.00	$96,000.00
HendPD	Riot Helmet/shield/bag (Balistic)	$284 * 24 officers	$6,816.00	$0.00	$0.00	$0.00	$6,816.00
HendPD	Uniform/flat/hat badge	$150 * 24 officers	$3,600.00	$0.00	$0.00	$0.00	$3,600.00
HendPD	Camera/media/bag	$150 * 24 officers	$3,600.00	$0.00	$0.00	$0.00	$3,600.00
HendPD	Raid Jacket	$30 * 24 officers	$720.00	$0.00	$0.00	$0.00	$720.00
HendPD	Radio /holder $2500	$2500 * 24 officers	$60,000.00	$0.00	$0.00	$0.00	$60,000.00
HendPD	Radio fees $1800	$1800 * 24 officers	$43,200.00	$0.00	$0.00	$0.00	$43,200.00
HendPD	Ballistic Vest	$600 * 24 officers	$14,400.00	$0.00	$0.00	$0.00	$14,400.00
HendPD	Gas mask/cartridge $284	$284 * 24 officers	$6,816.00	$0.00	$0.00	$0.00	$6,816.00
HendPD	Narco Pouch Kit (ODV)	$20 * 24 officers	$480.00	$0.00	$0.00	$0.00	$480.00
HendPD	Traffic Vest	$30 * 24 officers	$720.00	$0.00	$0.00	$0.00	$720.00
HendPD	Citation Holder	$20 * 24 officers	$480.00	$0.00	$0.00	$0.00	$480.00
HendPD	Ball Cap	$15 * 15 officers	$225.00	$0.00	$0.00	$0.00	$225.00
HendPD	Laptops	$4500 * 30 officers	$135,000.00	$0.00	$0.00	$0.00	$135,000.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	Smart Board for court house	1 * $3295	$2,395.00	$0.00	$0.00	$0.00	$2,395.00
MesquitePD	Flat Screen TV for courtroom	2 * $1000	$2,000.00	$0.00	$0.00	$0.00	$2,000.00
MesquitePD	DVD/VCR player for courtroom	1 * $500	$500.00	$0.00	$0.00	$0.00	$500.00
MesquitePD	Sound System for courtroom	1 * $2000	$2,000.00	$0.00	$0.00	$0.00	$2,000.00
MesquitePD	Recording System for courtroom	1 * $10000	$10,000.00	$0.00	$0.00	$0.00	$10,000.00
MesquitePD	Courtview Software	$25000 for software plus $2000 for site licenses for each subsequent year	$25,000.00	$2,000.00	$2,000.00	$2,000.00	$31,000.00
MesquitePD	Prolaw Software	$25000 for software plus $2000 for site licenses for each subsequent year	$25,000.00	$2,000.00	$2,000.00	$2,000.00	$31,000.00
MesquitePD	Whiz-net Program	$180/monthy	$2,160.00	$2,160.00	$2,160.00	$2,160.00	$8,640.00
MesquitePD	Police vehicles	1 per year for 3 years @ $27000 each	$27,000.00	$27,000.00	$27,000.00	$0.00	$81,000.00
MesquitePD	Police vehicle police equipment	1 per year for 3 years @ $8500 each	$8,500.00	$8,500.00	$8,500.00	$0.00	$25,500.00
MesquitePD	Police uniforms and gear	1 per year for 4 years @ $1200 each	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$4,800.00

NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County DA	Desk	Clark County Estimate	$2,915.10	$0.00	$0.00	$0.00	$2,915.10
Clark County DA	Executive Chair	Clark County Estimate	$642.50	$0.00	$0.00	$0.00	$642.50
Clark County DA	2 Side Chairs	Clark County Estimate 2*$336.20 for two chairs	$672.40	$0.00	$0.00	$0.00	$672.40
Clark County DA	Bookcase	Clark County Estimate	$1,196.45	$0.00	$0.00	$0.00	$1,196.45
Clark County DA	5/Dr Lateral File Cabinet	Clark County Estimate	$808.33	$0.00	$0.00	$0.00	$808.33
Clark County DA	HP EliteBook 2730p Notebook PC	Clark County Estimate	$1,733.00	$0.00	$0.00	$0.00	$1,733.00
Clark County DA	HP 2700 Series Ultra-Slim Expansion Base w/7mm DVD	Clark County Estimate	$246.00	$0.00	$0.00	$0.00	$246.00
Clark County DA	Dell USB 2-button Optial Mouse w/Scroll	Clark County Estimate	$14.39	$0.00	$0.00	$0.00	$14.39
Clark County DA	Dell Ultra Sharp 1908 FP Black w/Adj Stand 19"	Clark County Estimate	$187.00	$0.00	$0.00	$0.00	$187.00
Clark County DA	Enhanced Multimedia Keyboard	Clark County Estimate	$19.19	$0.00	$0.00	$0.00	$19.19
Clark County DA	Targus Neoprene Slip Case	Clark County Estimate	$19.00	$0.00	$0.00	$0.00	$19.00
Clark County DA	HP Li-Ion 6-Cell Ultra-Slim Battery for 2700 Series	Clark County Estimate	$147.00	$0.00	$0.00	$0.00	$147.00
Clark County DA	HP 1-Bay Battery Charging Station	Clark County Estimate	$130.00	$0.00	$0.00	$0.00	$130.00
Clark County DA	Printer - HP LaserJet P2035n	Clark County Estimate	$253.57	$0.00	$0.00	$0.00	$253.57
CC CCSD Summer School Diversion	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Project REAL	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Nevada Child Seekers	Desktop Computer	Year 1 includes special case management software	$2,500.00	$2,073.27	$2,073.27	$0.00	$6,646.54
CLV-MC	Code Corp Barcode Reader	$500 * 27 readers	$13,500.00	$0.00	$0.00	$0.00	$13,500.00
CLV-MC	Code Corp Barcode Printers	$700 * 27 readers	$18,900.00	$0.00	$0.00	$0.00	$18,900.00
CLV-D&E	Telephone w/ 2 lines	4 * $200	$800.00	$0.00	$0.00	$0.00	$800.00
CLV-D&E	Cellular for field work	4 * $150	$600.00	$0.00	$0.00	$0.00	$600.00
CLV-D&E	Land line service	4 * $45/mo * 4yr * 12mo	$8,640.00	$8,640.00	$8,640.00	$8,640.00	$34,560.00
CLV-LS	HP color laser 4700n	$ 1259 for network printer	$1,259.00	$0.00	$0.00	$0.00	$1,259.00
CLV-LS	Fujitsu 6130 Portable Scanner to convert hard copy legal documents into .pdf and .tif electronic documents	3 Fujitsu 6130 Document Scanners ($1,111.35*3) plus tchnical support (3*368.28) plus shipping charges ($25) plus Abby Reader professional OCR software ($399)	$4,862.89	$0.00	$0.00	$0.00	$4,862.89
		Subtotal	***$667,913.82***	***$53,573.27***	***$53,573.27***	***$16,000.00***	***$791,060.36***

	E. SUPPLIES	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County DA	VLA Office 2007 WIN	Price quote from Clark County DA IT	$245.19	$245.19	$0.00	$0.00	$490.38
Clark County DA	VLA ONENOTE License/Software Assurance	Price quote from Clark County DA IT	$63.89	$63.89	$0.00	$0.00	$127.78
Clark County DA	VLA SYSTEM Center Configuration Manager Client Management Lic	Price quote from Clark County DA IT	$34.03	$34.03	$0.00	$0.00	$68.06
Clark County DA	VLA SQL Client User WIN 32/64 Bit Lic/Software Assurance	Price quote from Clark County DA IT	$134.89	$134.89	$0.00	$0.00	$269.78
Clark County DA	VLA OFFICE Sharepoint User Client Lic/Software Assurance	Price quote from Clark County DA IT	$77.60	$77.60	$0.00	$0.00	$155.20
Clark County DA	VLA Exchange STD User Cal License/Software Assurance	Price quote from Clark County DA IT	$55.57	$55.57	$0.00	$0.00	$111.14
Clark County DA	VLA Forefront Security Exchange Server Monthly Subscription	Price quote from Clark County DA IT	$4.32	$4.32	$0.00	$0.00	$8.64
Clark County DA	VLA Windows Servier User Client Lic/Software Assurance	Price quote from Clark County DA IT	$23.99	$23.99	$0.00	$0.00	$47.98
Clark County DA	Norton Antivirus (per license - 10 minimum)	Price quote from Clark County DA IT	$38.00	$38.00	$0.00	$0.00	$76.00
Clark County DA	VLA ACROBAT 9 Pro Win Lic	Price quote from Clark County DA IT	$187.36	$187.36	$0.00	$0.00	$374.72
Clark County DA	ACROBAT 9 Pro Win DVSET Media Only	Price quote from Clark County DA IT	$25.00	$25.00	$0.00	$0.00	$50.00
Clark County DA	PAPERPORT Pro 11.0 SLA/Academic State & Local Govt. Academic	Price quote from Clark County DA IT	$152.52	$152.52	$0.00	$0.00	$305.04
Clark County DA	GOVT Reflection HP W/NSVT MS 32	Price quote from Clark County DA IT	$186.15	$186.15	$0.00	$0.00	$372.30
CC CCSD Summer S	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00

CC LSSNGTF	Uniforms	Staff and student uniforms (polo shirts, sweatsuits, and/or jacket)	$1,075.00	$1,075.00	$1,075.00	$1,075.00	$4,300.00
CC LSSNGTF	Office Supplies	Supplies estimated at $350/year at 4 sites	$1,400.00	$1,400.00	$1,400.00	$1,400.00	$5,600.00
CC LSSNGTF	Miscellaneous Food Supplies	Healthy snacks and beverages provided for youth	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$8,800.00
CC Project REAL	printing and postage	$16,000 in printing and postage costs were incurred last year	$2,260.00	$2,260.00	$0.00	$0.00	$4,520.00
CC Project REAL	Teacher Training Materials	Training materials, including reproducible handouts for use by students	$2,500.00	$2,500.00	$0.00	$0.00	$5,000.00
CC Nevada Child See	radKIDS Equipment		$7,500.00	$6,000.00	$0.00	$0.00	$13,500.00
CC Nevada Child See	Shout Out Loud Activity Kits		$8,000.00	$7,264.36	$0.00	$0.00	$15,264.36
CC Nevada Child See	Printing/Copying		$1,414.78	$1,414.78	$1,414.80	$0.00	$4,244.36
CC Nevada Child See	Portfolios		$5,198.28	$5,198.28	$0.00	$0.00	$10,396.56
CLV-MC	Code Corp Barcode Reader Printer Labels	$250 for 12 rolls of 1100 labels each @ 12 rolls/month	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$12,000.00
CLV-LS	Copy paper, toner, classification folders etc.	Classification folders, copy paper, toner, etc. estimated at $200/month per year for 4 years ($200*12=$2,400 per year)	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$9,600.00
		Subtotal	***$38,176.57***	***$35,940.93***	***$11,489.80***	***$10,075.00***	***$95,682.30***
	F. CONSTRUCTION	Not Applicable	$0.00	$0.00	$0.00	$0.00	$0.00
		Subtotal	***$0.00***	***$0.00***	***$0.00***	***$0.00***	***$0.00***

	G. CONTRACTUAL	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	ISAT Project Contract for the ESRI deliverables		$500,000.00	$0.00	$0.00	$0.00	$500,000.00
LVMPD	Motorola RMS Application Software	NetRMS Tier 1 server license for 500-1000 users and NetRMS Client License per concurrent user for 500, with implementation and installation	$900,000.00	$0.00	$0.00	$0.00	$900,000.00
MesquitePD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
NLVPD	Citation & Crash/Collision		$539,950.00	$0.00	$0.00	$0.00	$539,950.00
NLVPD	Motorola AFIS		$0.00	$518,700.00	$0.00	$0.00	$518,700.00
Clark County DA	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC CCSD Summer School Diversion	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	Professional Services	Guest Speakers contracts and/or honorariums	$4,500.00	$3,500.00	$3,500.00	$3,500.00	$15,000.00
CC Project REAL	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Nevada Child Seekers	Accounting	Grant Mgmt. and acct. not covered by other funding sources	$5,400.00	$5,400.00	$2,246.54	$0.00	$13,046.54
CC Nevada Child Seekers	radKIDS Certification	Bring Local Cert. Training to Clark County portion not covered by other sources of total $13,000	$2,964.36	$0.00	$0.00	$0.00	$2,964.36
CLV-MC	Nevsys Desktop Interface development for E-Cite project	$10,000 one time cost based on quote	$10,000.00	$0.00	$0.00	$0.00	$10,000.00
CLV-MC	Nevsys Annual Software Maintenance for E-Cite Project	$1000/yr * 4 yrs	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$4,000.00
CLV-MC	Nevsys Desktop Interface development for Case Management System barcode and printers	$1,000 one time cost based on quote	$1,000.00	$0.00	$0.00	$0.00	$1,000.00
CLV-MC	IS/Technology Consultant	Projected cost of $150/hour for 318 hours spread over the first two years of the project	$23,850.00	$23,850.00	$0.00	$0.00	$47,700.00
CLV-MC	Bilingual Instructor	Contract @ $25,000/year	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$100,000.00
CLV-MC	Bilingual Clinician	Contract @ $50,000/year	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$200,000.00
CLV-MC	Bilingual Clerical Support Technician	Contract @ $20,160/year	$20,160.00	$20,160.00	$20,160.00	$20,160.00	$80,640.00
CLV LS	Senior Law - Asset Protection Attorney	Contract @ $50,000/year	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$200,000.00
CLV LS	Senior Law - Abuse Neglect Attorney	Contract @ $50,000/year	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$200,000.00
		Subtotal	***$2,183,824.36***	***$747,610.00***	***$201,906.54***	***$199,660.00***	***$3,333,000.90***

	H. OTHER COSTS	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County DA	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC CCSD Summer School Diversion	credit costs for students to attend summer school	$100 per 1/2 credit * 75 half credits	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$30,000.00
CC LSSNGTF	Awards and Incentives	Includes award certificates, gift cards, bus passes, etc.	$2,450.00	$2,450.00	$2,450.00	$2,450.00	$9,800.00
CC LSSNGTF	Program Activities	Costs to fund camps at Lee Canyon and 3 sites: Walnut, Cambridge, and Pearson	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$10,000.00
CC LSSNGTF	Event Entry Fees	$1,500 per site * 3 sites for field trips and other activities	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$18,000.00
CC Project REAL	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Nevada Child Seekers	Utilities	Based on historic annual costs. Portion requested are costs not funded by other grants.	$8,295.08	$8,295.08	$8,295.10	$0.00	$24,885.26
CC Nevada Child Seekers	Insurance	Based on historic annual costs. Portion requested are costs not funded by other grants.	$8,039.63	$8,039.63	$8,039.64	$0.00	$24,118.90
CC Nevada Child Seekers	Rent - Office Space	Portion of 1,600 Sq. Ft. Facility not covered by other sources of funding	$10,817.18	$10,816.18	$10,817.54	$0.00	$32,450.90
CLV NS	Rental Assistance	$700/mo for 3 months X 40 participants/yr	$84,000.00	$84,000.00	$84,000.00	$84,000.00	$336,000.00
CLV NS	Utility Assistance	$400 per quarter X 10 participants/qtr	$16,000.00	$16,000.00	$16,000.00	$16,000.00	$64,000.00
CLV NS	Birth Certificates, Identification and Work Cards	($25/BC + $12/ID + $10/Health + $20/Tam) * 75/yr	$5,025.00	$5,025.00	$5,025.00	$5,025.00	$20,100.00
CLV D&E	HIV Medication combination treatments per inmate during incarceration and during gap between release and care of physician in society	Estimated at slightly over $21.61/day * 365 days * 15 inmates per day	$118,336.84	$118,336.84	$118,336.84	$118,336.84	$473,347.38
CLV - CA	Investigator Certification Supplies	Estimated at $500 per month per investigator for ammunition, range fees, etc.	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$12,000.00
CLV - CA	Witness Support (food card, bus tokens, phone cards)	Yearly estimate of $2500 in McDonald's Gift Cards plus $1500 in bus tokens plus $500 in phone cards for victims in need of assistance)	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$18,000.00
		Subtotal	***$274,963.73***	***$274,962.73***	***$274,964.12***	***$247,811.84***	***$1,072,702.44***

I. ADMINISTRATIVE COSTS

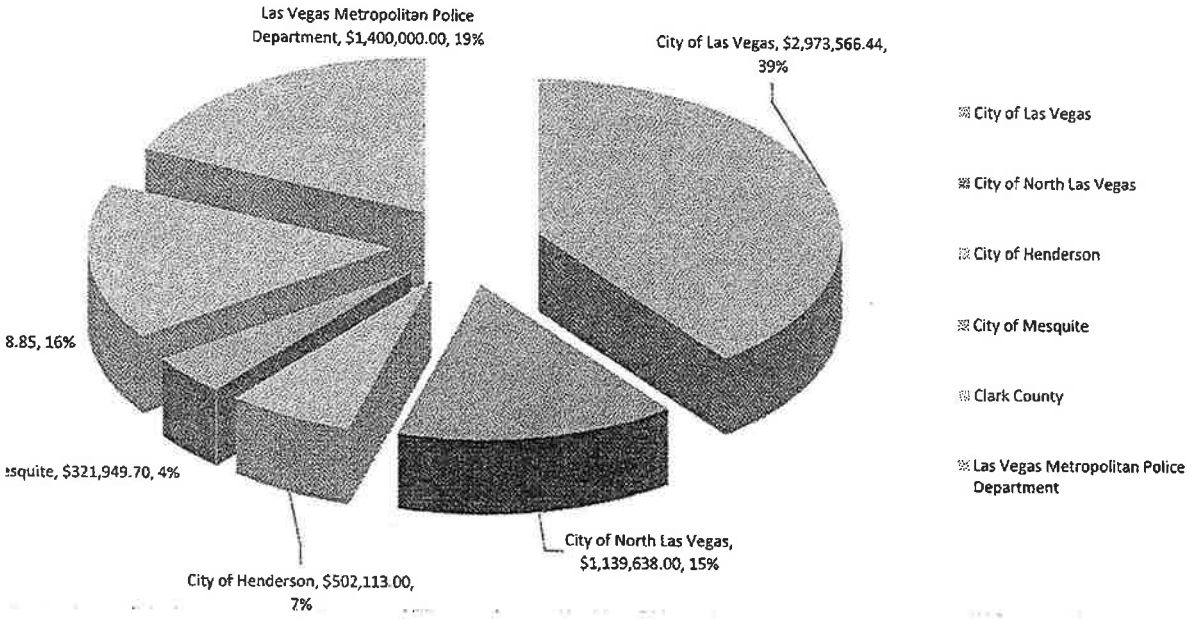
		Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	Grant Analyst PTH	$12.57*988 hrs	$12,419.16	$13,040.12	$13,692.12	$14,376.73	$53,528.13
MesquitePD	Grant Analyst PTH	15.00%	$1,862.87	$1,956.02	$2,053.82	$2,156.51	$8,029.22
NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CLV OAS	Adobe Acrobat Professional 9.0 Upgrade	1 * $200 per upgrade	$200.00	$0.00	$0.00	$0.00	$200.00
CLV-MC	PTH Office Specialist - Grant Analyst	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV-MC	PTH Office Specialist - Grant Analyst	15.00%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
CLV-LS	PTH Office Specialist - Grant Analyst	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV-LS	PTH Office Specialist - Grant Analyst	15%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
CLV OAS	PTH Office Specialist - Grant Analyst	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV OAS	PTH Office Specialist - Grant Analyst	15%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
CLV OAS/Fin	PTH Office Specialist - Accounting Tech	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV OAS/Fin	PTH Office Specialist - Accounting Tech	15%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
CLV D&E/NS	PTH Office Specialist - Grant Analyst	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV D&E/NS	PTH Office Specialist - Grant Analyst	15.00%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
		Subtotal	***$113,899.53***	***$117,396.16***	***$121,217.97***	***$125,169.43***	***$477,683.09***
		TOTAL:	**$3,796,440.87**	**$1,775,716.39**	**$1,055,540.46**	**$930,508.27**	**$7,558,205.99**

	Year 1	Year 2	Year 3	Year 4	TOTAL	
A. PERSONNEL	$393,494	$416,557	$307,057.83	$247,580.99	$1,364,689.72	
B. FRINGE BENEFITS	$104,808	$110,314	$71,109.43	$74,147.01	$360,378.68	
C. TRAVEL	$19,362	$19,362	$14,221.50	$10,064.00	$63,008.50	
D. EQUIPMENT	$667,914	$53,573	$53,573.27	$16,000.00	$791,060.36	
E. SUPPLIES	$38,177	$35,941	$11,489.80	$10,075.00	$95,682.30	
F. CONSTRUCTION	$0	$0	$0.00	$0.00	$0.00	
G. CONTRACTUAL	$2,183,824	$747,610	$201,906.54	$199,660.00	$3,333,000.90	**$7,558,206.00**
H. OTHER COSTS	$274,964	$274,963	$274,964.12	$247,811.84	$1,072,702.44	
I. ADMINISTRATIVE COSTS	$113,900	$117,396	$121,217.97	$125,169.43	$477,683.09	$7,558,205.99
	$3,796,440.87	$1,775,716.39	$1,055,540.46	$930,508.27	$7,558,205.99	**$0.01**

Agency	Department	Description	Year 1	Year 2	Year 3	Year 4	TOTAL	%
City of Las Vegas	Fiscal Agent	Various programs, including full-time, part-time, and contract employees	$772,066.92	$734,715.49	$725,554.37	$741,229.66	$2,973,566.44	39.34%
City of North Las Vegas	Police Department	Computer applications for increased community safety; maintenance of one position.	$580,444.00	$559,194.00	$0.00	$0.00	$1,139,638.00	15.08%
City of Henderson	Police Department	Equipment to be used for 24 new officers hired under the COPS grant and equipment upgrades for existing positions.	$502,113.00	$0.00	$0.00	$0.00	$502,113.00	6.64%
City of Mesquite	Police Department	Police protective equipment, computer software and equipment for the courtroom, and two part-time positions.	$134,319.07	$72,852.27	$74,351.88	$40,426.48	$321,949.70	4.26%
Clark County	Community Resource Management Office, Department of Finance	Funding for non-profit organizations that provide justice-related programs for children and youth.	$407,497.89	$408,954.63	$255,634.20	$148,852.13	$1,220,938.85	16.15%
Las Vegas Metropolitan Police Department	Sub-grantee under the City of Las Vegas	Computer software for increased community safety.	$1,400,000.00	$0.00	$0.00	$0.00	$1,400,000.00	18.52%
			$3,796,440.87	$1,775,716.39	$1,055,540.46	$930,508.27	$7,558,205.99	100.00%
						Total	$7,558,206.00	
						Difference	$0.01	

Agency	Total	Percentage
City of Las Vegas	$2,973,566.44	39.34%
City of North Las Vegas	$1,139,638.00	15.08%
City of Henderson	$502,113.00	6.64%
City of Mesquite	$321,949.70	4.26%
Clark County	$1,220,938.85	16.15%
Las Vegas Metropolitan Police Department	$1,400,000.00	18.52%
	$7,558,206	100.00%

Final ARRA Budget



Agency	Department	Description	Year 1	Year 2	Year 3	Year 4	TOTAL	%
City of Las Vegas	Fiscal Agent	Various programs, including full-time, part-time, and contract employees. Includes funds for LVMPD projects, with Metro as a sub-recipient.	$2,172,066.92	$734,715.49	$725,554.37	$741,229.66	$4,373,566.44	57.87%
City of North Las Vegas	Police Department	Computer applications for increased community safety; maintenance of one position.	$580,444.00	$559,194.00	$0.00	$0.00	$1,139,638.00	15.08%
City of Henderson	Police Department	Equipment to be used for 24 new officers hired under the COPS grant and equipment upgrades for existing positions.	$502,113.00	$0.00	$0.00	$0.00	$502,113.00	6.64%
City of Mesquite	Police Department	Police protective equipment, computer software and equipment for the courtroom, and two part-time positions.	$134,319.07	$72,852.27	$74,351.88	$40,426.48	$321,949.70	4.26%
Clark County	Community Resource Management Office, Department of Finance	Funding for non-profit organizations that provide justice-related programs for children and youth.	$407,497.89	$408,954.63	$255,634.20	$148,852.13	$1,220,938.85	16.15%
			$3,796,440.87	$1,775,716.39	$1,055,540.46	$930,508.27	$7,558,205.99	100.00%

EXHIBIT 4
28 CFR 66.41

must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) *Nonconstruction performance reports.* The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

(2) Performance reports will contain, for each grant, brief information on the following:

(i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.

(ii) The reasons for slippage if established objectives were not met.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(3) Grantees will not be required to submit more than the original and two copies of performance reports.

(4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for subgrantees.

(c) *Construction performance reports.* For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to monitor progress under construction grants and subgrants. The Federal agency will require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(d) *Significant developments.* Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or subgrant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) *Waivers, extensions.* (1) Federal agencies may waive any performance report required by this part if not needed.

(2) The grantee may waive any performance report from a subgrantee when not needed. The grantee may extend the due date for any performance report from a subgrantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

§ 66.41 Financial reporting.

(a) *General.* (1) Except as provided in paragraphs (a) (2) and (5) of this section, grantees will use only the forms specified in paragraphs (a) through (e) of this section, and such supplementary or other forms as may from time to time be authorized by OMB, for:

(i) Submitting financial reports to Federal agencies, or

(ii) Requesting advances or reimbursements when letters of credit are not used.

(2) Grantees need not apply the forms prescribed in this section in dealing with their subgrantees. However, grantees shall not impose more burdensome requirements on subgrantees.

(3) Grantees shall follow all applicable standard and supplemental Federal agency instructions approved by OMB to the extend required under the Paperwork Reduction Act of 1980 for use in connection with forms specified in paragraphs (b) through (e) of this section. Federal agencies may issue substantive supplementary instructions only with the approval of OMB. Federal agencies may shade out or instruct the grantee to disregard any line item that the Federal agency finds unnecessary for its decisionmaking purposes.

(4) Grantees will not be required to submit more than the original and two copies of forms required under this part.

(5) Federal agencies may provide computer outputs to grantees to expedite or contribute to the accuracy of reporting. Federal agencies may accept the required information from grantees in machine usable format or computer printouts instead of prescribed forms.

(6) Federal agencies may waive any report required by this section if not needed.

(7) Federal agencies may extend the due date of any financial report upon receiving a justified request from a grantee.

(b) *Financial Status Report*—(1) *Form.* Grantees will use Standard Form 269 or 269A, Financial Status Report, to report the status of funds for all nonconstruction grants and for construction grants when required in accordance with §66.41(e)(2)(iii).

(2) *Accounting basis.* Each grantee will report program outlays and program income on a cash or accrual basis as prescribed by the awarding agency. If the Federal agency requires accrual information and the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system but shall develop such accrual information through and analysis of the documentation on hand.

(3) *Frequency.* The Federal agency may prescribe the frequency of the report for each project or program. However, the report will not be required more frequently than quarterly. If the Federal agency does not specify the frequency of the report, it will be submitted annually. A final report will be required upon expiration or termination of grant support.

(4) *Due date.* When reports are required on a quarterly or semiannual basis, they will be due 30 days after the reporting period. When required on an annual basis, they will be due 90 days after the grant year. Final reports will be due 90 days after the expiration or termination of grant support.

(c) *Federal Cash Transactions Report*—(1) *Form.* (i) For grants paid by letter or credit, Treasury check advances or electronic transfer of funds, the grantee will submit the Standard Form 272, Federal Cash Transactions Report, and when necessary, its continuation sheet, Standard Form 272a, unless the terms of the award exempt the grantee from this requirement.

(ii) These reports will be used by the Federal agency to monitor cash advanced to grantees and to obtain disbursement or outlay information for each grant from grantees. The format of the report may be adapted as appropriate when reporting is to be accomplished with the assistance of automatic data processing equipment provided that the information to be submitted is not changed in substance.

(2) *Forecasts of Federal cash requirements.* Forecasts of Federal cash requirements may be required in the "Remarks" section of the report.

(3) *Cash in hands of subgrantees.* When considered necessary and feasible by the Federal agency, grantees may be required to report the amount of cash advances in excess of three days' needs in the hands of their subgrantees or contractors and to provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(4) *Frequency and due date.* Grantees must submit the report no later than 15 working days following the end of each quarter. However, where an advance either by letter of credit or electronic transfer of funds is authorized at an

annualized rate of one million dollars or more, the Federal agency may require the report to be submitted within 15 working days following the end of each month.

(d) *Request for advance or reimbursement*—(1) *Advance payments.* Requests for Treasury check advance payments will be submitted on Standard Form 270, Request for Advance or Reimbursement. (This form will not be used for drawdowns under a letter of credit, electronic funds transfer or when Treasury check advance payments are made to the grantee automatically on a predetermined basis.)

(2) *Reimbursements.* Requests for reimbursement under nonconstruction grants will also be submitted on Standard Form 270. (For reimbursement requests under construction grants, see paragraph (e)(1) of this section.)

(3) The frequency for submitting payment requests is treated in §66.41(b)(3).

(e) *Outlay report and request for reimbursement for construction programs*—(1) *Grants that support construction activities paid by reimbursement method.* (i) Requests for reimbursement under construction grants will be submitted on Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. Federal agencies may, however, prescribe the Request for Advance or Reimbursement form, specified in §66.41(d), instead of this form.

(ii) The frequency for submitting reimbursement requests is treated in §66.41(b)(3).

(2) *Grants that support construction activities paid by letter of credit, electronic funds transfer or Treasury check advance.* (i) When a construction grant is paid by letter of credit, electronic funds transfer or Treasury check advances, the grantee will report its outlays to the Federal agency using Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. The Federal agency will provide any necessary special instruction. However, frequency and due date shall be governed by §66.41(b)(3) and (4).

(ii) When a construction grant is paid by Treasury check advances based on periodic requests from the grantee, the advances will be requested on the form specified in §66.41(d).

(iii) The Federal agency may substitute the Financial Status Report specified in §66.41(b) for the Outlay Report and Request for Reimbursement for Construction Programs.

(3) *Accounting basis.* The accounting basis for the Outlay Report and Request for Reimbursement for Construction Programs shall be governed by §66.41(b)(2).

§66.42 Retention and access requirements for records.

(a) *Applicability.* (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see §66.36(i)(10).

(b) *Length of retention period.* (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

EXHIBIT 5
Standard Form 269A

FINANCIAL STATUS REPORT

(Short Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned By Federal Agency	OMB Approval No. 0348-0038	Page of pages

3. Recipient Organization (Name and complete address, including ZIP code)

4. Employer Identification Number	5. Recipient Account Number or Identifying Number	6. Final Report ☐ Yes ☐ No	7. Basis ☐ Cash Accrual

8. Funding/Grant Period *(See instructions)* From: (Month, Day, Year)	To: (Month, Day, Year)	9. Period Covered by this Report From: (Month, Day, Year)	To: (Month, Day, Year)

10. Transactions:	I Previously Reported	II This Period	III Cumulative
a. Total outlays			0.00
b. Recipient share of outlays			0.00
c. Federal share of outlays	0.00	0.00	0.00
d. Total unliquidated obligations			
e. Recipient share of unliquidated obligations			
f. Federal share of unliquidated obligations			
g. Total Federal share *(Sum of lines c and f)*			0.00
h. Total Federal funds authorized for this funding period			
i. Unobligated balance of Federal funds *(Line h minus line g)*			0.00

11. Indirect Expense	a. Type of Rate *(Place "X" in appropriate box)* ☐ Provisional ☐ Predetermined ☐ Final ☐ Fixed			
	b. Rate	c. Base	d. Total Amount	e. Federal Share
	0.00%		$0.00	

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.*

13. Certification: **I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.**	
Typed or Printed Name and Title	Telephone (Area code, number and extension)
Signature of Authorized Certifying Official	Date Report Submitted

FINANCIAL STATUS REPORT

(Short Form)

Public reporting burden for this collection of information is estimated to average 90 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0038), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award. You may also contact the Federal agency directly.

Item	Entry

1, 2 and 3. Self-explanatory.

4. Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.

5. Space reserved for an account number or other identifying number assigned by the recipient.

6. Check *yes* only if this is the last report for the period shown in item 8.

7. Self-explanatory.

8. Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period."

9. Self-explanatory.

10. The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report in *the same funding period*. If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.

10a. Enter total program outlays less any rebates, refunds, or other credits. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims, and other benefit payments.

10b. Self-explanatory.

10c. Self-explanatory.

10d. Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors.

Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded.

Do not include any amounts on line 10d that have been included on lines 10a, b, or c.

On the final report, line 10d must be zero.

10e. f, g, h, h and i. Self-explanatory.

11a. Self-explanatory.

11b. Enter the indirect cost rate in effect during the reporting period.

11c. Enter the amount of the base against which the rate was applied.

11d. Enter the total amount of indirect costs charged during the report period.

11e. Enter the Federal share of the amount in 11d.

Note: If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.

*U. S. Government Printing Office: 1993 - 342-197/81289

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
Discussion for possible action to approve settlement in City of Las Vegas v. Maro Burunsuzyan regarding condemnation of parcels for the Casino Center/Third Street Realignment Project ($325,000 - Regional Transportation Commission Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $325,000.00
Funding Source: RTC
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On April 19, 2006, the City of Las Vegas, through its City Council, authorized the acquisition of the property that is the subject of this condemnation action through use of the City's power of eminent domain. This action proceeded to trial. The Court awarded Ms. Burunsuzyan an additional $342,718, exclusive of interest, costs and fees, along with attorney's fees in the amount of $84,151.25, with interest. The City appealed this ruling to the Nevada Supreme Court. Through negotiations with Ms. Burunsuzyan's counsel, an agreement has been reached wherein she will accept a total of $325,000 in exchange for dismissal of the appeal.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
Discussion for possible action to rename the park currently known as Doolittle Park to Kianga Isoke Palacio Park at Doolittle located at 951 West Lake Mead Boulevard and replace one sign in the amount of $3,500 (General Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,500
Funding Source: General Fund
Dept./Division: Operations and Maintenance/Parks and Open Spaces

PURPOSE/BACKGROUND:
Doolittle Park was originally constructed in 1965 and named after James Harold Doolittle, Sr. Mr. Doolittle was an Air Force General and a pioneer of aviation. He was also awarded the Medal of Honor for leading the first carrier-based bomber attack on mainland Japan in 1942. Mr. Doolittle's family donated the land where the current center, senior center and park are located. At the May 1, 2012 Parks and Recreation Advisory Commission meeting, the Commission unanimously recommended renaming the park. Ms. Palacio was an influential person in the West Las Vegas community and respected and adored by many. She co-founded S.I.S.T.A's (Sisters in Society Taking Action), a mentoring and Rites of Passage program for girls based out of the West Las Vegas Arts Center. Kianga passed away in 2009 after a three year battle with breast cancer.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Quote from Outdoor Creations, Inc.
2. Kianga Isoke Palacio Biography

Kianga Isoke Palacio
April 4, 1968 – August 30, 2009

Kianga Palacio was born on April 4, 1968, the very same day Martin Luther King was assassinated. She was the last of 9 children born to a single mom and was raised in the projects of San Antonio, TX. She had a largely uneventful childhood and knew that she wanted something better for her self other than to continue living in the "ghetto". She played basketball in high school and earned a scholarship to play ball in college. She became a teenage mom, however, and that almost derailed her plans for a better future. Her mother stepped in and helped raise the daughter Kianga had and that afforded her the opportunity to continue pursuit of her goal to go to college and be the first in her family to graduate.

In early 1990 she moved to Las Vegas to pursue a different path. It is here she became very much community minded and involved. She became a part of a program that offered mentoring and tutoring to young girls. This experience would lead to her co-founding some years later S.I.S.T.A.'s (Sisters in Society Taking Action), a mentoring and Rights of Passage program for young girls based out of the West Las Vegas Arts Center. She would also become a founding member of African drum and dance in Las Vegas first as part of C.O.D.A.M.E (Children Of the Diaspora African Music Ensemble) and later establishing her own African drum and dance company called Olabisi.

Kianga was married and became a mother again in this town and was a stay at home mother for her daughter's first 5 years. During that time she not only raised her own child but helped to raise countless other children while still mentoring young girls on what it means to be a responsible mother and a respectful and respectable African American woman. She would do anything for those young ladies and she earned a reputation as a woman of her word.

In the summer of 2006 she was diagnosed with breast cancer. And for the next 3 years she battled this disease with a quite courage. She never missed a day of work despite having surgeries and undergoing chemotherapy and radiation therapy. We seldom heard her complain and she was quick to offer

words of encouragement to others. On her death bed it seems like hundreds of people came to say their goodbyes and she willed the strength to stay around to afford them that opportunity. She died quietly in the early morning on August 30, 2009 with her husband and 4 close friends at her bedside. She leaves us a legacy of caring, courage, strength, determination, selflessness and love. Kianga was well respected, loved and admired by those who knew her and she would be honored to know that she is thought of so highly.

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
Discussion for possible action to rename the park currently known as Freedom Park to Gary Reese Freedom Park located at 850 North Mojave Road and to replace three signs in the amount of $9,500 (General Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $9,500
Funding Source: General Fund
Dept./Division: Operations and Maintenance/Parks and Open Spaces

PURPOSE/BACKGROUND:
Freedom Park was originally constructed in 1972 and named after the all those who have served in the military. At the May 1, 2012 Parks and Recreation Advisory Commission meeting, the Commission recommended renaming the park to Gary Reese Freedom Park. Gary Reese has remained committed to the betterment of the community for many years including his 16 years as a City of Las Vegas Councilman serving Ward 3 where the park is located. Community members canvassed the neighborhood around the park and collected 1,500 signatures in favor of the name change.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Quote from Outdoor Creations, Inc.
2. Signatures from the Community

GARY REESE FREEDOM PARK

RECEIVED
CITY CLERK
2012 APR -2 P 2:16

Gary Reese Freedom Park

Signing this petition you are in favor of changing Las Vegas Freedom Park's name located at 3151 East Washington Ave. Las Vegas, Nevada 89101 to Gary Reese Freedom Park. Gary Reese previously served Las Vegas as a City Planning Commissioner for 20 years prior to being elected to the Las Vegas City Council Ward 1 in 1995 which he served for 16 years. Mr. Reese was instrumental in the renovation at Freedom Park in 2009 and the creation of the Big League Park Sports Complex that has created a safer environment for the neighbors of the surrounding area.

Gary Reese Freedom Park

Signing this petition you are in favor of changing Las Vegas Freedom Park's name located at 3151 East Washington Ave. Las Vegas, Nevada 89101 to Gary Reese Freedom Park. Gary Reese previously served Las Vegas as a City Planning Commisioner for 20 years prior to being elected to the Las Vegas City Council Ward 1 in 1995 which he served for 16 years. Mr. Reese was instrumental in the renovation at Freedom Park in 2009 and the creation of the Big League Park Sports Complex that has created a safer environment for the neighbors of the surrounding area.

FIRST NAME	LAST NAME	DOB	SIGNATURE
Zerita	Haddock		
CHIPLEY	MAIAVA		
Jessie	Laguna		
Perez	Alyssia		
[illegible]	Mary Kate		
Shalli	Williams		
Kami	Marrott		
Jen	Carroll		
JENN	DAVIES		
Sara	Spenia		
JANICE	COX		

Gary Reese Freedom Park

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FIRST NAME	LAST NAME	DOB	SIGNATURE
[redacted]			
MARIO	OPIPARI	1/24/75	
Manny	Santillanes Jr	10/2/74	
James	TREDWAY	08/03/1967	
Chris	Chern	8/13/197[illegible]	
Cory	Skulnik	2/3/1988	
Blayne	Lemke	4-28-[illegible]	
Sma[illegible]	JONATHAN	3-17-85	
Bobby	DARIO	1-27-79	
TONY	MORALES	5-21-77	
MATT	Mailhot	5/6/85	
Trey	KNOX	1/26/83	
MIKE	LOOSBROOCK	5/6/76	
CLAY	LUCAS	6/28/86	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Mike	Cirricione	5/19/83	
Zach.	Michael	8/3/79	
JUSTIN	HANCHETT	12-23-87	
Robert	Taczynski	10-8-90	
ANDREW	TACZYNSKI		
Phillip	TACZYNSKI	10/24	
[illegible]	[illegible]		
Brandon	Palomarez	10-21-87	
Jim	Sinatra	9-22-63	
Ron	Taczynski	7-29-63	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Bernie	Martinez	5/10/77	
Robbie	Dominguez	10/26/85	
Matthew	Gonzalez	08/05/89	
Alvaro	Valencia Jr.	11/05/93	
Pete	Plasencia	06/16/86	
Jerry	Alfaro	3/3/79	
[redacted] John	Tardino	4/17/78	
Joe	Ochoa	1/17/68	
Jesse	Dominguez	3/22/84	
[redacted]	[redacted]	1-3-83	
Joe	Garcia	2/27/90	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Kay	Roberts	12/14/60	Kay Roberts
Dalene	Sarrett	7/1/73	
Mitzi	Aguilera	11/3/67	
Nicole	Deel	10/5/85	
Bianca	Oakley	8/24/83	
Lorena	Ornelas	11/2/91	
Wendy	Ward	9/22/77	
Mayra	Olden	8/2/86	
Caitlin	McGrath	9/16/88	
Lisa	Dodge	8/25/83	
Jessica	Miranda	2/13/83	
Shannon	Garcia	2/11/64	
Ali	King	2/6/86	
Julie	Estrada	3/26/85	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Johnny	Serrano	1-23-65	
Trace	Grant	9/3/85	
Bryan	Renfrow	8/18/86	
Andy	Jones	04/21/87	
Shane	Bunce	5/22/74	
Donald	Libke	01/01/1987	
Greg	mora	12-30-82	
Devin	Fulton	10-2-66	
Baltazar	Jaramillo	1/6/83	
Robert	Kovacs	7/16/83	
Tommy	Goncalves	7 1967	
mike	Smith	3/17/88	
Dustin	Carr	3/16-76	

Gary Reese Freedom Park

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FIRST NAME	LAST NAME	DOB	SIGNATURE
R.J	Castro		
Freddie	Castro		
Greg	Smallwood		
Jack	Walsh		
Ed	Blas		
Thomas	Walsh		
Jeff	Brown		
>>	Burress		
Dejen	Schermerhorn		
Frank	Castillo		
Joe	Edwards		
Eric	Arda		
Jeffit	Pasco		
Jeff	Espanaka		

Gary Reese Freedom Park

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Carlos	Martinez	5/14/6	
Luis	Parra	12/11/56	
Derek	Darling		
Jose	Machado	1-21-76	
Ricky	Martinez		
Albert	Palomo	9-16-72	
Vicente	Vital	11/7/81	
FRANK	ESPINOZA	2/20/1977	
EOKI	Eden		
STEVEN	GONZALEZ		
JUAN	ESCOBAR		
Richard	Valverde		

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Adam	Villa		
Norton	Bristvert		
Bob	Collins		
Gregg	Hayes		
Tomas	Benavidez		
TODD	WHITE		
Jake	Bachman		
Robbie	Karkos		
Wayne	Gleason		
Carlos	Campos		
Ascension	Marrufo		

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Chris	Scyphers	4/7/78	
Marcus	Barfield	2/4/78	
Corey	Switzer	2/12/79	
Blaine	Keasey	2/23/84	
Brandon	Randell	4/18/86	
Reggie	Cummings	9-4-65	
Dante	Muldrew	07-02-88	
Juan	Gomez	07-16-79	
Victor	Ruvalcaba	11-13-76	
RANDY	Willett	9/30/92	
Mike	DUSZAK	12-22-82	

Gary Reese Freedom Park

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Dennis	Valdez	4/10/71	
Jared	Barnes	02/04/84	
Kenny	Barker		
Jesse	Washburn		
Mike	Talibart	4-17-75	
Jordan	Hodge		
Mitch	Moore	7-21-88	
Alex	Thompson	2-7-82	
Sandra	Schiess	8-21-68	
Brad	Madsen	5-19-	
Derek	Allen	11-13-76	
Brandon	Noyes	4-26-87	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Sean	Havens	6-17-81	
Nick	DelPrete	1-23-86	
Tommy	Winnett	11-21-64	
JC	Sibley	3-9-82	
Patrick	Lockett	6-20-87	
JERAHMIE	LUKE	3/23/84	
Travis	Jensen	6/29/80	
Joe	Martico	8/5/78	
DON	SUTTON	11/21/83	
Brett	Barcia	06/17/91	
Chris	Ortiz	4/17/83	
Joe	SOBER	9/3/88	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Justin	Mendez	7-24-80	
Raul	Torres	10-21-86	
Eric	Stewart	12-6-59	
Trevor	Condie	8/20/75	
Andy	Robinson	11/15/69	
Josh	Wheeler	1/16/85	
Ken	Tracy	10/19/83	
Lane	Kirby	9/15/88	
Matt	Hamrick	2-21-83	
Mark	Brazel	11/10/86	
Jeremy	Wheeler	5/24/79	
Darryl	Stewart	11/2/64	
Mike	Luczynski	8/5/81	
William	Trenkenschuh	3/3/75	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Will	Crouch	4/4/78	
Duane	Hollenbach	11-16-82	
Colton	Holmstead	3-25-84	
Jesse	Waite	4-18-84	
Josh	Noa	4-5-86	
Alex	Wooldridge	11-6-87	
Adam	Knold	8-6-82	
Blake	Holmstead	9-24-80	
ELPIDUE	MCGHEE	1-13-83	
Cody	Lazier	07/19/79	
JAWEZ	WILLIAM	8-1-81	
SOLOMON	INGLASSIA	6-82	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Brittney	Nunez	12/18/72	
Lorel	Palmer	2/26/85	
Chris	Evans	2/12/72	
Terrie	Taylor	11/22/63	
Holly	Schmillen	12/18/78	
Tami	Hobia	7/25/77	
Angie	Gruenenfelder	10/20/70	
Hayley	Read	6/24/86	
Nancy	Grove	6/19/72	
Becky	Lloyd		
Christina	Castillo	9.11.79	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Tim	Clemmons		
Adam	Carroll		
Sol	Hussey		
Joe	Martinez	1-15-84	
Mike [redacted]	Garcia	6-12-73	
Mike	Karvoski	9-27-86	
Brett	Wellman	5-22-90	
Kevin	Elwell		
Aaron	Fisher	7-16-79	
[redacted]	Pat	4.2.77	
[redacted]	Scott	9-28-72	
Austin	Sales	1/6/85	
MARK	MARTINEZ	4-2-86	
Joe	McNally	5/18/82	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Ray	ACEARO	8-23-62	
Adam	Fader	12-17-82	
Kyle	[illegible]	[illegible]	
Sergio	Hernandez	2-24-80	
David	Ward	9-13-80	
CESAR	SANCHEZ	11-19-79	
BRYAN	GANI	11-2-84	
Chase	Jones	4/22/86	
Eric	Mora	8/11/93	
Alexis	Rivera	8/21/82	
RAUL	MARTINEZ	2-26-63	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Lisa	Harvey	6-24-84	
JACLYN	DIXON	5-7-84	
Allison	Dunn	5-9-83	
Bethany	Toalson	6-1-77	
Allyson	Thompson	1-25-77	
Ambria	Creason ch	6-25-80	
Melissa	Schaaf	5-10-81	
LISA	Anderson	3-24-65	
KIMI	H	11-13-68	
Christina	Martinez	7-27-74	
Kathy	Waddilove	5/14/81	
ALISON	ALONA	6-5-76	
Alicia	Fulton	6/22/81	
NIKKI	ORTIZ	11/30/85	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Leo	Marciani	9/26/70	
Vinny	Giron	12/10/90	
Paul	Moorman	5/5/85	
Mel	Shingleton	9/11/80	
Shane	Martin	10/26/82	
TREVER	THORSON	03/23/88	
Brandon	Gainey	7/24/83	
ethan	Reinsch	4/1/74	
Devin	Dalton	3/2/84	
Jacob	Wendt	2/12/89	
Windsor	Williams	11/14/84	
Adam	Holt	6/11/78	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Michael	Nardone	11/02/75	
Tom	STETTIN	9/28/76	
Greg	Rhoades	6-24-67	
ARCO	Carl	9-25-96	
Ezequiel	Abolafia	5-25-74	
HALL	DONALD	10-17-64	
Nick	Hulk	2-4-92	
Jeff	Dreikosen	1/3/78	
JOE	PAGE	1/8/75	
Dan	Cerlz	1/13/11	
Andy (Anselmo)	Delgado	10/2/71	
Winston	Brown	10/3/65	
Dave	Mullen	1-16-68	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
ERIN	ALLINDER	06/04/80	
Dana	Rey	9/2/83	
ADRIE	HUERTO	5/24/81	
Connie	Flores	12/13/77	
Chantal	Millard	5/14/00	
Michell	Hernandez	9/17/82	
Megan	Hundley	12/23/87	
Danielle	Mercado	5-25-84	
Annmarie	Lucero	11-09-87	
Kelly	Hazlett	7-4-86	
Dorthe	Williams	4-5-74	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
~~Robert~~	Stultz	7/24/78	
Jason	Rogers	9/22/75	
PHIL	LOPEZ	11-11-75	
Robert	Mayhew	8-26-83	
JOSE	MARTINEZ	6-1-79	
Mike	Swartz	9-13-86	
Jim	Hirsch	10/25/82	
Matt	Kenise	2/13/76	
Chris	Stilis	11/8/86	
~~Rob~~	Ferguson	9-22-91	
Hillary	Hudson	12-86-	
Chris ~~Hopkins~~	Hopkins	2/12/84	
Justin ~~Tidwell~~	Truelove	3/18/89	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Dominick	Mdonado	12/20/93	
Anthony	Maldonado	5/4/1990	
Joseph	Nunez	11/16/85	
James	Coronado	1/6/74	
Jacob	Rodriguez	2/18/94	
Gilbert	Espindola	08/26/65	
Adoni	Rodriguez	01/16/92	
Joe	Maldonado	10/1-63	
Eric	Bernal	11/13/62	
Jeff	Guillian	03/17/72	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Gabriel	Hernandez		
Alex	Hernandez		
CAYETANO	VEGA		
Moises	Perez		
Moises	Perez		
James	Mendez		
Travis	Maxwell		
Danny	Sainz		
Marco	Silva		
Freddie	Salas		
Hernando	Stone		
Arthur	Burgos		
Efrain	Hernandez		

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Dan	Dekker		
Lance	Lamborn		
Derek	Swenson	6/31/85	
Josh	Jacobson	5/6/83	
Danny	Stucki	11/5/75	
Stacy	Dodson	11-1-90	
Tandy	Stahnke	7/6/76	
Kyle	Free	9-7-68	
David	Wilkins	06/29/1965	
Scott	Jensen	10/17/81	
Gary	Lucero		

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FIRST NAME	LAST NAME	DOB	SIGNATURE
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	11/15/51	[illegible]
Hillary	[illegible]	8/5/91	[illegible]
Janette	Turasky	2/25/84	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Jennifer	Adams	2/2/74	[illegible]
Mendoza	Jackson	5 2 77	[illegible]
Mandy	Webster	5/22/72	[illegible]
Melissa	[illegible]	5/20/81	[illegible]
Cara	Simio	12/21/75	[illegible]
Angela	Curry	8/31/74	[illegible]
Nicole	Beach	1/27/74	[illegible]

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Rob	Miglang	9-26-72	
Steve	Keithley	12-16-64	
Chris	Meloy	8-16-83	
Matt	Wagoner	1-22-69	
Ray	Berenati	10-17-53	
Fred	Cook	8-12-55	
Juan	Perez	9-6-72	
Benny	Perez	8-15-83	
Jason	Rudolzs	3-1-73	
Dan	Chang	7-17-78	
Brian	Fichter	11-28-73	
Shelby	Richards	8-18-71	
Jeff	Lucero	10-14-67	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
SON.	WETZEL	04-27-75	
Drew	STUSINSKI	3-25-85	
John	Howe	6/10/84	
Andrew	Peterson	1/27/83	
Cory	Nereyian	8/9/1987	
Ben	Schmidt	6/9/1987	
Derek	Klein	11/15/1983	
Paul	Gallagher	7/8/84	
Miki	Trisco	11-18-77	
Chad	Reese	10-13-83	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Todd	Koltes	12/29/74	
Bret	Hague	07-13-73	
Randy	Nelson	5-16-82	
Steve	Hogue	11-30-85	
William	Cunningham	06/03/73	
William	Parsons	07-15-49	
Chris	Abbe	5/14/1984	
Eric	Nichols	11/3/91	
Mike	Niswonger	7/10/82	
John	Bevics	11/15/77	
Shane	Nelson	7/15/80	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Kyle	Sweet	03/12/78	
Jake	Lazzara	01/07/88	
Phillip	Simpson	5/25/81	
Joe	Cooper	8/13/79	
Brandon	Mobley	6/14/78	
Randy	Pascal	9/2/76	
Justin	Johnson	4/4/81	
Kenny	Jobe	1-18-78	
Scott	Hansen	9-24-71	
Erik	Johnston	3-10-80	
Joey	Peninger	5-30-86	
Matthew	Funk	01-07-76	
THAD	BRUSSEAU	7-15-69	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Ron	Davis		
Tony	Diaz		
[illegible]	Lopez		
Josh	Swicks		
Jere	Sanders		
[illegible]	Scott		
Carlos	Ortiz		
JR	Steiner		
Eric	Eigenrauch		
Richard	Hilton		
EDUARDO	GARCIA		
Jisse	Gibson		
Randy	Withey		
[illegible]	Guzman		
Franck	Hernandez		

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Ryan	MATTILA	12-26-75	
Mike	Graham	11-13-73	
John	Lay	4-6-80	
Jon	Best	12-20-68	
DEREK	BRINKLEY	10/12/78	
Taylor	Myers	12-29-81	
Skyler	Thomson	10/27/84	
Sam	Golden	10/19/92	
James	Bla	5-10-72	
Casey	Crissman	9-13-1980	
Josh	Gra	4-2-79	
Greg	Sanders	10-17-88	
Jason	Maddox	10-30-81	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Scott	Lamborn	01-24-87	
Chad	Connelly	11/20/84	
Cameron	Brown	7/29/86	
Taylor	Preston	11/21/86	
Justin	Spencer	12/03/86	
Greg	Kline	12/6/86	
Bill	Belovich	2-26-86	
John	Panich		
Chris	Brown	6/19/84	
James	Mc	10/6/80	
MARK	BRAZ	11/10/86	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Orlando	Johnson	7-4-63	
Andy	Stricker	3-7-84	
Clint	Stricker	2-25-82	
Jake	Stock	3-5-[illegible]	
PAUL	PENA	12-7-69	
Jason	Johnson	3-6-75	
Shane	Cole	9-6-87	
WESTON	TALLON	11-24-91	
Jessee	Ada-	12-28-77	
TRAVIS	AVERY	4-1779	
Filip	Washington	8-0785	
Erik	Wood	10-26-84	
JAVIER	Farrar	12-7-23	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
ALLEN	SAMUEL	10/12/77	
FRED	SCRIPTURE	7/7/70	
ADRIAN	HELLINGER	9/23/70	
JAMES	DEVAD	4/10/72	
TREVOR	YOUNG	7/10/79	
MIKE	ENRIQUEZ	9/8/71	
TONY	ROCHA	4/16/81	
ADAM	SMYLIE	4/23/84	
STEVE	SNYDER	2/20/88	
ALONZO	WOODFIN	12/15/69	
JORDON	ARROYO	9/25/84	
ALEX	MUGICA	6/7/85	
HENRI	NUBER	11/7/46	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Brady	Leibetseder	2-24-84	
Chris	Roberson	6-17-85	
Mike	Shaffer	4-4-79	
Gary	OREA	5-25-89	
LARY	LaBeff R	9-11-54	
Keith	Smith	9-17-84	
DANIEL	HARDIN	3-31-81	
MITCH	MORGAN	3-4-75	
Tanner	Loy	11-28-93	
Ryan	Loy	06/14/00	
John	Loy	7/26/67	
JESS	Be	1/3/81	
JASON	McDANIEL	1/24/84	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Brandon	Mezzanatto	10-8-79	
Tyler	Mezzanatto	11-30-77	
LATIMER	DAWSON	6-19-78	
LERMA	Jaime	3/-7-81	
CHAD	SOLIS	5-1-77	
RAUL	GUZMAN	11-24-78	
ART	RICO	11-13 75	
Anthony	Rico	9-7-77	
Matt	Ochoa	11-13-86	
Todd	Ochoa	8-19-81	
DAVID	Delgado	3-6-86	
Curtis	AnDrew	1-2-83	

Gary Reese Freedom Park

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Will	Lancaster	4/4/78	
Duane	Hallenbach	11-16-82	
Cody	Detrozier	07/19/79	
Brandon	Blust	2/7/81	
PJ	Urrabazo	10/1/80	
MANNY	MENDEZ	9/10/84	
Mike	House	01-19-84	
Joe	Hallenbeck	10-11-77	
Enrique	Magee	1-13-83	
SAMMON	INGRASSIA	6-1-82	
Brett	Christian	11/15/86	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
RAY	ALFARO	2-23-62	
MIKE	BITTLE BITTLE	2-11-75	
Eric	Mora	08-11-92	
Alexis	Rivera	8/21/82	
David	Ward	9/13/80	
Adam	Fader	12-17-82	
Jimmy	Kelley	3-14-73	
MATT	MCGRAW	7-16-86	
Sergio	Hernandez	2-24-[illegible]	
[illegible]	Sandoval	11-19-74	
KYLE	OWEN	9-13-82	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Juan	Gomez	7/16/79	
Miguel	Sanchez	6/23/76	
Chris	Santos Santos	4/7/78	
Brandon	Paiach	4/15/86	
Blaine	Krasky	2/23/84	
John	Newton	6/7/79	
Randy	Willett	9/30/12	
Tadeo	Lopez	12/20/83	
Victor	Patiente Co	12/13/76	
Shad	Rollo	06-04-80	
Jason	Montenegro	7-21-77	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Brandon	Owens	7-29-81	
Jonathan	Medina	1-7-71	
JEREMY	CAVALETTO	4-14-76	
Rudy	MARTINEZ	12-2-65	
MIKE	VILLA	7-6-64	
Maximo (Andy)	Delgado	10-1-71	
Chris	Blum	11-05-74	
Danny	Williams	06-04-86	
PRESTON	HAHN	2/20/80	
William	Smeltzer	7/30/82	
JEREMY	REYNOLDS	08/29/84	
Jeff	Kuhns	12/10/75	
WINSTON	BROWN	10/3/65	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Jeff B	Brown	6-29-76	
Thomas	Walsh	7-16-58	
Jack	Welch	11-7-82	
Joe	Garrett	4-4-76	
DAVID	Villamor	8-27-76	
Jkstin	Chun	12-31-79	
Chris	Taufaao	3-3-77	
Ed	Blas	5-12-75	
Jeffrey	Sorinaka	4/22/[illegible]	
Eric	Arriola	5/28/80	
Fred	Gastelum	3/13/	
Derek	Scheerenberger	4/24/34	
GERRIT	DASCO	9/12/78	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
James	Treadway	8-3-67	
Mario	Opipari	1-24-75	
Manny	Santillanes Jr	10-2-74	
Tony	Morales	5-25-77	
Matt	Mailhot	5-6-85	
Blayne	League	4-28-76	
Robert	David	1-21-70	
Cory	Skolnik	2-3-88	
Jonathon	Smock	7-17-[illegible]	
Matt	McDaniel	8-3-84	
Mark	Schroeder	12-2-86	
Peter	Arroyo	4-21-82	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Cameron	Brown		
Justin	Spurrier		
Bill	Belovin	2-26-	
PAT	Lockett		
John Patrick	Ramick		
Joel	Brown	2-9-	
Robert	Weibel	6-11-71	
MARIC	BRAZEL		
Scott	LAMBORN		
James	Mize	3-	
Chad	Connally	11/20/82	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
ERIK	LLOYD	6-10-67	
William	Kephart	5 27 41	
GARY	CHANEY	7-8-66	
SHANE	NESTOR	9-24-80	
KYLE	OWEN	9-13-82	
CHRISTIAN	PARCOUETTE	12-1-87	
RAY	STEIGER	10-20-84	
AJ	MONTANO	1-21-87	
Chris	MONTANO	11-22-85	
Luis Maldonado		7-27-80	
~~JAMES~~ JAMES	NAGLETHORT	3-16-78	
RON Peeler		8/22/68	
JIM MURRAY	MURRAY	5/29/62	
TOM TYLER	TYLER	9-24-65	
VJ	KWITY	11/17/80	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
[illegible]	[illegible]	[illegible]	[illegible]
Steve	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Ryne	Dawson	12-2-85	Ryne Dawson
Brad	[illegible]	[illegible]	[illegible]
Eli	Popp	01/27/80	[illegible]
Bryce	Albertman	1/16/90	[illegible]
Jared	Decker	3/14/72	[illegible]

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Matt	Harrick	3-21-83	
ERIC	STEWART	12-6-89	
MIKE	LUCZYNSKI	6-5-81	
Jason	Brennan	4-21-74	
Lane	Kirby	9-15-88	
Jenna	WHEELER	03/24/99	
Kayla	Tracy	10/19/83	
William	TORRES	3/3/55	
Josh	Wheeler	1/19/85	
Darryl	Stewart	11/2/64	
ANDY	ROBINSON	11/15/69	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Tom	Davis		
Eric	Eigenrauch		
Joseph	Ward		
JR	Steiner		
Frank	Herman		
Tony	Diaz		
Scott	Jonker		
Kevin	Pearson		
Winfield	Scott		
Richie	Hilton		
Randy	Wiley	10/10/73	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Travis	Jensen	6/29/80	
Joseph	Montero	8/5/78	
Tammy	Winnett	11/21/64	
Patrick	Lockett	6/20/87	
Sean	Havens	6-17-81	
Nick	DelPrete	1-23-86	
Joseph	Soper	9-3-88	
Chris	Ortiz	4-17-83	
Brett	Barcos	6-17-91	
Mike	Campo	12-12-85	
Ruben	Marro	5-20-81	
Don	Sutton	11/21/83	
Jeramie	Love	03/23/84	
Mike	Walter		
Justin	Sibley	3/9/82	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
Frankie	Crespo JR	5/30/86	
Ryan	Blust	10/8/82	
Michael	Nardone NARDONE	11/2/75	
Nick	Mereghano MARGLIANO	3/23/84	
Nick	Halt	2/4/81	
Ty	Farrar	12/20/73	
Greg	Rhoades	6-14-67	
Dan	ORTIZ	1-13-81	
Dave	Mueller	1-16-68	
Jered	Larsen	3/27/84	
Jeff	Dreikosen	1/3/78	
Randy	Rosati	5/27/74	
TOM	STETTER	9/28/76	
Arlo	Carl	7-25-76	
Gavin	Abobafia	5/25/79	

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FIRST NAME	LAST NAME	DOB	SIGNATURE
TRAVIS	WALKER	5/23/73	
Brian	Bull	1-4-59	
CHRIS	STANDART	03-25-82	
Whitney	Lyman	9/22/72	
Troll	Ryan	11-25-81	
Shawn	Smith	6/15/80	
BURKE	JIM	7/13/81	
Jc	Rowan	5/6/68	Jc
Frank	Brown	9/10/91	
Dustin	Magruder	8/9/81	
Tyler	Palmer	8/2/84	
Keith	Boyle	5/29/80	

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Signature	Address
1.	
2.	
3.	
4.	
5.	
6. Erin Villanueva	
7.	
8.	
9.	
10.	

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Signature	Address
1.	
2.	
3.	
4.	
5.	
6.	
7.	3610 McLEMAN AVE
8.	
9.	6069 Krisdale St
10.	1825 Bonanza St

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	Signature	Address
1.	James Sala	1974 Troon Dr.
2.	Cliff Falle	9920 Homestead Rd.
3.		
4.		41008 W Delhi
5.		4416 Helias Pourgatt N LV
6.		280 Tierra Baja Way LVNV 89110
7.		2808 Crown Crest Ct NLV 89134
8.		644 Stone Dr BC 89005
9.		
10.		1350 Horizon

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Signature	Address
1. Bernie Payton Jr	8780 W Ann Rd LV, NV 89149
2. Michael Mora	1123 Sterling Peak St LV NV 89110
3. Judy Southmore	2131 Mountain Glow Ave. NLV 89031
4. Lora Bender-Ba	9149 Fish Tail #103 LV 89149
5. Debb Soto	5905 W. Charleston #124 LV NV 89146
6. Linda Mooney	3189 Brentwood St. Las Vegas NV 89121
7.	2734 Bensonhurst Ln LV NV 89052
8.	4005 W. Delhi NLV NV 89032
9. Sgordon	550 Holick Ave Henderson, NV 89011
10.	1868 Avacado Ct. Henderson, NV 89014

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	Signature	Address
1.		1126 - Paradise Vista
2.		8932 Darrell Ln.
3.		6570 Viewpoint Dr. 89156
4.		279 Calvino Ave
5.		3414 Gold Sluice Ave
6.		6862 Graceful Cloud 89142
7.		1852 Escamillo Terrace Las Vegas 89014
8.		246 Hickory Hollow Las Vegas NV 89123
9.		679 Brandywine Dr
10.		699 Brandywine Dr

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Signature	Address
1.	280 Tierra baja way
2.	616 W. WASHBURN RD 89130
3.	6116 W. WASHBURN RD 89130
4.	4008 W. Delhi AVE 89030
5.	9926 Masterful 89148
6.	9402 NATOMA STATION PL. 89123
7.	2905 N. Moapa Valley BLVD
8.	4020 W. Twain 89103
9.	796 Shirley Ln
10.	9159 Dawn Garden

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	Signature	Address
1.		699 Brandy Ave 11-8
2.		699 Brandhill Plc
3.		5692 Crowbush
4.		1303 Diamante Ln Dr.
5.		1273 Anamarie Ln.
6.		9220 Wild Peach
7.		4609 Santa Monica
8.		1982 Brassy Dr.
9.		3157 E Washington 89101
10.		1228 Nuvell Ct 89104

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Signature	Address
1.	11811 Galvani St LV 89183
2.	801 E Lake Mead NLV 89081
3.	10455 Bealbuilt St. LV 89141
4.	429 Knight Way Hen. 89015
5. Jeramiah Maese	10044 Glen Aire Ave Las Vegas NV 89148
6. Rudy Martinez	4216 Helens Pouroff Las Vegas NV 89131
7.	2067 Maple Springs St Hd 890
8.	1016 Blue Bird Ave LV 89142
9.	7633 Molfetta St LV 89129
10.	4008 W. Delhi NLV 89032

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	Signature	Address
1.		4211 E Washington Ave. Las Vegas
2.	Frank O'Brien	4400 Pueblo Pl Hdl. 89015
3.		6580 Whispering Sands Drive
4.		1711 Fair Haven, Las Vegas 89108
5.	Eric Ruhl	115 YUCCA ST HEND 89015
6.	Kathy Maurice	1201 WHITNEY MESA DR
7.		223 MULDOWNEY 89134
8.	Tim Clemmens	6016 Fly Fisher St. 89113
9.	Ron Davis	2067 Maple Springs 89002
10.	Mike Ross	1727 Hope Ave 86401

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Signature	Address
1.	6088 S. Valley View L.V. NV. 89118
2.	1047 Devon Lake St. LV, NV 89110
3.	7129 Hawk Haven St. L.V. NV. 89131
4.	6085 S. Valley View Blvd #L, LV, NV 89118
5.	6085 S. Valley View #L, LV 89118
6.	10145 Prattville LV NV 89148
7.	10145 Prattville LV NV 89148
8.	3701 MALNER LN, LV, NV. 89130
9.	1001 Pecos Rd #47 89101
10.	3055 S. Nellis Blvd #2070 LV. NV 89121

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Signature	Address
1.	3629 Big Surf Dr LV. NV. 89122
2.	5303 E Twain 89122
3.	1770 N. green valley Pkwy.
4.	3411 Thackwood Dr
5.	3001 Cabana Dr #210 L.V. N.V 89122
6.	4455 E. Twain #165 NV 8912
7.	6024 THEATRICAL NV 89031
8.	1715 Wallingwood Dr NV 89031
9.	1061 Pelican Lake Las Vegas 89123
10.	7101 Forest Height ST LV, NV 89166

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Signature	Address
1. Jason W. Lambeth	5868 Princess St. Hend. 89011
2.	3959 combel LV 89104
3. Jesse Jr	4854 Sail Point St 89147
4.	7955 Badura LV NV 89113
5. Jim Bro	4761 Torrence Dr LV 89103
6.	1317 Nadine Way Boulder City NV 8900
7. RICK HITES	8212 FAWN BROOK CT LAS VEGAS 89149
8. Shawn Hunt	2207 Midvale Ter Henderson NV 8907
9. ARNIFO LEYTON	1069 Sweeping Ivy Henders
10. Carlos Marquez	163 Cascade Dr. Henderson

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Signature	Address
1.	3556 Trilogy Dr 89108
2.	960 Wigwam Parkway 89014
3. Robert A. Conway	3038 Woods Dr. L.V. NV. 89108
4.	3900 w Quail ave LV NV 89118
5. MARK MIZZONI	9316 E. ALEXANDER RD. LV. 89115
6. Cordell Sanders	3540 ERNEST NLV. 89032
7.	515 ALBACATE 89015
8.	10515 LAUREL WOOD LAKE AVE. 8916
9.	1595 Divinity St. LVNV 89142
10.	2560 MARCO St.

Gary Reese Freedom Park

Signing this petion you are in favor of changing Las Vegas Freedom Park's name located at 3151 East Washington Ave. Las Vegas, Nevada 89101 to Gary Reese Freedom Park. Gary Reese has served Las Vegas as a City Planning Commisioner for 20 years prior to being elected to the Las Vegas City Council Ward 1 in 1995 which he served for 16 years. Mr. Reese was instrumental in the renovation at Freedom Park in 2009 and the creation of the Big League Park Sports Complex that has created a safer enviorment for the neighbors of the surrounding area.

	Signature	Address
1.		4201 E CRAIG RD - N LV 89101
2.		1616 RISING PEBBLE CT, NLV, 89031
3.		8946 Sanibel Shore Ave, LV, NV 89147
4.		7900 Rymsdale LV NV. 89145
5.		360 Shadow Ln LV NV 89106
6.		6350 Howdy wells Ave
7.		3915 Aiesser ST L.V. 89121
8.	Eddie Gering	2661 Rolling View Dr. #101 LV., NV. 89149
9.		1124 KABUKI AVE HENDERSON NV. 89074
10.		1705 Hardy ST. N. 89108

Gary Reese Freedom Park

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Signature	Address
1. Warren Stender	9031 Dulcimer Ln Las Vegas NV 89123
2. Lloyd MARTIN	5206 VENITA DR LAS VEGAS N.V. 89120
3. Paul BENIGNO	3913 ATESSA ST, LAS VEGAS NV, U. 89129
4.	8308 Lost Spur St. Las Vegas, NV 89131
5. Connie Callahan	7940 Meandering Light Ave LV NV 89131
6.	6280 S. Valley View #610 LAS Vegas, NV. 89118
7. Johnnie Parks	4240 W. Flamingo Rd. Las Vegas, NV 89103
8.	4240 W. Flamingo Rd. Las Vegas, NV 89103
9. Casandra Nelson	4240 W. Flamingo Rd. Las Vegas, NV 89103
10.	925 Bobby Holland Ave N LV NV 89085

Gary Reese Freedom Park

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Signature	Address
1.	7900 Kyndale LV. NV 89145
2.	10745 Chickasaw Bend Ct LV 89129
3.	6421 Goody Ct. LAS VEGAS NV. 89118
4.	9304 Moonridge Ct LV NV 89134
5.	9791 Prescott Creek Ct Las Vegas NV 89117
6.	9820 Willow Arbor St LV NV 89131
7.	1015 Weatherboard St. Henderson NV 89011
8.	6500 Alpine Aspen Ct LV. NV 89149
9.	6581 Quail Hollow Dr
10.	748 Sandy Hook Terr. Hdl.

Gary Reese Freedom Park

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Signature	Address
1.	4520 Sunrise Ave. LV 89110
2.	4405 Vegas Valley LV 89619
3.	7075 W Gowan LV 89129
4.	3205 Edinboro Ridge NLV 89081
5.	1207 San Cosmo Henderson NV.
6. Clarence Smith	1218 Stable Glen Dr N Las Vegas 89031
7.	212 Bismark Way Henderson NV 89015
8.	ARTURO ARELLANO
9.	IDELFONSO LOPEZ
10.	7774 Biarritz LV NV 89123

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Signature	Address
1. Chr Faby	3094 Palmetthus Ave, LV, NV 89120
2. Helen Taylor	855 N. Stephanie St #114 Henderson NV 89014
3. Vincent J. Horn	2644 Rue Montpellier Ave. Henders NV. 8904
4. Irma Cabrejos	723 Panhandle Dr. Henderson, NV 89014
5. Jack Mallory	6229 Don Gaspar Ave Las Vegas NV 89120
6. Jaime Contreras	2780 E. Flamingo Rd #130 L.V. NV 89121
7. Louis R. Preciado	3702 Daisy Field Dr. N. Las Vegas NV. 89032
8. Lynne Rhinestein	12316 Mint Julep Way Lvn 89142
9. M.A. Chagra	4175 S. Decatur Blvd 89103
10. Kevin Lund	415 La Jolla Dr Hend. 89015

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Signature	Address
1.	1336 Kristi Tulip Ln NV 89142
2.	1201 Norma Joyce Lane LVN 8912
3.	2404 MILLCROFT DR HEN 89074
4.	2312 Santa Rita DR 89101
5.	840 Entrada Ridge Hen NV
6.	713 Meadowrobin Ave 89123 89012
7.	451 Crestdale Lane, LV 89144
8.	8555 - Henestas LVN 89143
9.	925 Sunnyfield Way 89015
10.	7400 Bantam St. L.V. 89131

Gary Reese Freedom Park

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Signature	Address
1. Marvin Alexander	6445 Rancho Santa Fe L.V. 89130
2.	308 Upland Blvd LV 89107
3.	2116 ZICKER AVE. LV, NV, 89133
4.	1987 WHITNEY MESA DR HEND NV 89014
5. HAYDEN GARRETT	449 ALONZO CT 89123
6.	24 BLUE GRASS Dr, Hend, NV 89012
7.	552 Rocky Gate Dr
8.	49 Mesa ST 8910
9. Sammy Sanders	1306 Sherwin LN. 89156
10. Edwin Vazquez	8136 Leger Dr 89145

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Signature	Address
1.	4800 BAFFIN CT 89130
2.	6360 CARMEN BLVD
3.	6801 MEGAN AVE 89108
4.	779 Crest Valley Pl. 89011
5.	6525 Button Quail St 89084
6.	10081 Carlton Gate St. 89178
7.	1805 S 6th St 89104
8.	8050 W. Charleston Blvd 89117
9.	1436 FALLING SNOW CT. 89183
10.	HCR 38 Box 198 MT. CHARLESTON 89166

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Signature	Address
1. James M. Boehler	5057 Village dr. L.V. NV 89142
2. Bob Cochran	11123 DeLong St LV NV 89141
3.	10646 Dawns Mist Ave LV, NV 89129
4.	10646 Dawns Mist Ave LV. 89129
5.	5811 E. Charleston #230-338 LV NV 89142
6. James D. Mumford	407 Box Elder, Henderson NV. 89015
7. Merle Acampora	2125 Rinto Rd LV Nev 89108
8. Pat Brean	4962 MOCKINGBIRD LN 89103
9. Sam Ruiz	1353 Red Sage, Logandale, NV 8902
10. Mark Emmich	9650 Ensworth st LV, NV 8912

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Signature	Address
1.	5709 WIZARD WAND ST 89031
2.	6231 Arazi° LV NLV 89031
3.	2945 Hidden Hollow Cir Logandale, NV 89021
4.	2421 Chatfield Dr 89128
5.	[illegible] NLV 89086
6.	5127 N. Pioneer Way LV, NV 89149
7.	3073 Leonetti Ct LV, NV 89141
8.	8760 Celina Hill St LV, NV 89131
9.	2766 Alnwick Ct. Hend. NV 89
10.	5460 Blackrock Wy. LV NV 89110

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Signature	Address
1. PATRICK R MORAN	2860 MANN ST LAS VEGAS NV 89146
2. Michael H Hanley	440 Cooper Street overton 89040 Nev
3. John Marano	
4. Bill Tamburini	3114 WINTER SUNSET AVE 89081
5.	6725 Riverdale Way 89108
6.	456 RAVENHALL 89084
7.	
8.	
9. MARK Lambert	8250 W Grand Canyon Dr. unit 2150
10.	1700 cochran st LV NV 89104

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	Signature	Address
1.		4345 Sunny View Ct Las Vegas NV 89147
2.		266 Calumo Ave Las Vegas 89138
3.		3881 Lilac Haze L.V. NV 89147
4.		1504 Flag Circle Las Vegas NV 89102
5.		9313 Mount Cash Ave #102 Las Vegas NV 89129
6.		390 Analisa Ln Las Vegas NV 89145
7.		622 DEL PRADO DR., BOULDER CITY, NV 89005
8.		3719 Palos Verdes St #A LV NV 89119
9.		2132 Vista Linda Av LV NV 89138
10.		171 Ember Path Rd LV 89048

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Signature	Address
1.	770 W. Lone Mnt. Rd #1087 N. Las Vegas, NV. 89031
2.	9348 Nethenfield Ave, Las Vegas NV 89178
3.	2936 W. Bronco St LV. 89108
4.	353 Lander Terrace Henderson 89074
5.	6535 HAYDEN PEAK LN LAS VEGAS 89156
6.	132 VILLAGGIO ST. HENDERSON, NV 89074
7.	9500 Mulroona St LV NV 89129
8.	375 LANDER DR Henderson 89074
9.	2149 MINERWAY LAS VEGAS 89104
10.	3501 Rugby Cr Las Vegas 89110

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	Signature	Address
1.		9443 Bachelors Fortune St.
2.		6116 W. Washburn Rd.
3.		4220 Gibson Land
4.		3037 Waterside Circle LV NV.
5.	Melbourne E. Joseph	8212 Hollister Ave. LV, NV.
6.	Ray Seely	8768 Don Horizon Ave. LV, NV
7.		1109 Count Wotzke LV NV
8.		2664 French Roast Pl 89052
9.		4221 W. Pinecrest Cir LV 89121
10.		5565 Golden Palms Ct 89148

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Signature	Address
1.	520 Elizabeth Ave NLV 89030
2.	7370 Rocky Springs Ave L.V 89131
3. Geraldine Ono	3701 Walnut Ln
4.	244 Manzanita Dr. CA 92352
5. Valarie Ogallo	7523 TricklingWash Dr. LV NV
6.	7130 Beverly Glen, LV NV
7.	5101 O'Bannon LV NV 89149
8. Julia Young	
9.	18 Cottage St, Holbrook, MA
10. Denise Falotti	18 COTTAGE ST. HOLBROOK, MA

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Signature	Address
1.	10550 W Gilmore LV, NV 89129
2.	6408 azuredynasty LV NV 89122
3.	8800 Madrone wood
4.	1439 Hometown
5.	925 Living LV, NV 89123
6.	11612 Kirkland ct 89052
7.	1522 Ironbark Dr, Hend. NV 89014
8.	5450 W. Washburn Rd.
9.	1760 Del Mar Ave Las Vegas NV 8916
10.	212, Sierra Breeze

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	Signature	Address
1.	Debra Berglo	546 Old Palms Drive, LV 89123
2.	Robert Stultz	3055 S. Nellis #2126 89121
3.	[illegible]	213 Stella Breeze N Las Vegas
4.	Raymond Morgit	2411 Normandy Way, Hen.
5.	[illegible]	9627 Edenbridge Ct
6.	[illegible]	4047 Meadow Fox Trail LV NV 89122
7.	Justin Chun	4354 Valley Royal Dr.
8.	Ronald Fryer	7107 S Durango Rd 89113
9.	Erin Villanueva	1421 Stanley Ave
10.	Mark Brazel	173 Coney Island Ave LV NV 89123

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	Signature	Address
1.		4250 Sunrise
2.		5880 S. Valley View Blvd. LV, NV 89118
3.	Danielle Thompson	835 Chameleon Star Ave 89015
4.		820 Winterig Ct.
5.		1836 LUNA ALEGRE ST 89115
6.		9532 GLENGARRY DR 89129
7.		173 Coney Island Ave 89123
8.	Shalla Williams	2797 Josephine Dr 89044
9.		43 Prominent Bluff Ct. 89002
10.		210 Los Feliz #105

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	Signature	Address
1.		10842 Montbella St LV
2.		943 Hopi Lane LV NV
3.		10862 Montbella St NV
4.		3604 Alcantara Ln NV
5.		3604 Alcantara Ln NLV
6.		2648 Living Rose, LV, NV
7.		9370 E. Craig Rd LV, NV
8.		4008 W Delhi NLV, NV
9.		7688 Moffett St LV
10.		4005 W. Delhi ave, NLV, NV

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Signature	Address
1.	4833 Rollingwood Cir LV
2.	5404 Leadville Ave. LV. NV.
3.	1303 Diamond Ln BL, NV
4.	460 Punta Vallarta
5.	8450 W. Charleston LV, NV
6.	P.O. BOX 231511 LV, NV 89105
7.	8635 W. Sahara #456 LV, NV 89117
8.	7676 Hampton Park LV NV
9.	8823 ROPING RODEO DR
10.	835 CHAMELEON STAR AVE

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Signature	Address
1.	5363 S. Joseph St. LV, NV, 89122
2.	5363 S Joseph ST LV NV 89122
3. Kristen Jackson	4455 E. Twain Ave #2080
4.	9965 Shadowbrook Ave LV 89148
5.	2120 Ramrod Ave # 1523 Hend NV 89014
6. Dennis Cole	7141 Dogan Ridge St 89131
7.	8952 BAROSSA CT 89117
8.	2655 E Desert Springs Way #D12 89086
9. Glenn Johnson	6125 FAWN CIRCLE 89107
10. Chris Evans	8110 Seabrugh 89107

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Signature	Address
1.	3068 Fremont St LV, NV 89104
2.	2120 Ramrod Ave #1523 Henderson NV 89014
3.	7075 Gowan Rd. 89108
4.	5363 Joseph St LV, NV 89122
5. Chris Kennedy	6151 Mountain Vista #711 Henderson NV 89014
6.	5005 Sandra Rd LV 89110
7.	2708 Harvard DR L.V. Nev 89109
8.	5270 Plainview Ave LV, NV 89122
9.	9791 Prescott Creek Ct 89117
10.	9965 Shadow Grove Ave 89148

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	Signature	Address
1.		3701 Malner Ln., LV, NV 89130
2.		8826 Duncan Barrel #103 89178
3.	Robert Tolin	1707 Whitney Ranch 89014
4.	Taylor Conley	10401 Carmel Mountain Ave
5.	Gary Reese jr.	10401 Carmel Mountain Ave
6.	Jeni Reese	10401 Carmel Mountain Ave
7.	Sondra Gomez	7904 old Spanish Way
8.	Mike Gomez	7904 old Spanish Way
9.		6408 Wenelynda LV NV.
10.	Derek Gunter	822 Shoreview Dr. 89002 NV

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Signature	Address
1.	8720 W Ann Rd LV NV 89149
2.	1123 Sterling Peak St LV NV 89110
3.	2131 Mountain Glow Ave. NLV 89031
4.	9149 Fish Tail #103 LV 89149
5.	5905 W. Charleston #12 LV NV 89141
6.	3189 Brentwood St Las Vegas NV 89121
7.	2734 Bensonhurst Ln LV NV 89052
8.	4005 W. Delhi NLV NV 89032
9.	550 Holick Ave Henderson, NV 89011
10.	1868 Avacado Ct. Henderson NV 89014

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Signature	Address
1.	760 N Lamb
2.	4231 W Oquendo Rd
3.	8827 Murry Canyon ct 89139
4.	4316 E. Alexander Rd LV, NV 89115
5.	4316 E. ALEXANDER RD LV, NV 89115
6.	2324 STONE GLEN LV 89134
7.	1585 Broken Bell Henderson NV 89002
8.	700 N. LAMB BLVD 89110
9.	700 N. LAMB BLVD, LV. 89110
10.	2560 Mesa St. LV. 89115
11.	808 N LAMB BLVD 89110
12.	360 Shadow lane 89106
13.	300 SHADOW LANE, LV 89106

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Signature	Address
1.	1107 Cove Palisades Dr NLV NV 89031
2.	3224 Copper Sunset NLV NV 89081
3. David Taylor	855 N. Stephanie st. Henderson NV 89014
4.	18 Via Tiberius Way Henderson NV. 89011 3993 Howard Hughes Pkwy 89169
5. Carmen Sanchez	603 Greenbriar townhouse way Las Vegas NV. 89121
6.	[illegible]
7. Richard Taylor	[illegible]
8.	[redacted] Valley View LVNV 89110
9.	[illegible]
10.	

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Signature	Address
1.	8555 Homestead Rd Las Vegas, NV 89128
2.	8555 Homestead Rd Las Vegas NV 89128
3.	12216 Mint Julep Way Las Vegas, NV 89141
4.	1701 Whitney Mesa Henderson NV 89014
5.	1701 Whitney Mesa Henderson NV 89014
6.	248 Arroyo Parade Hd NV 89014
7.	
8.	
9.	
10.	

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Signature	Address
1.	
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Signature	Address
1. Bill Tourney	2308 REMBRANDT DR LV NV 89128
2. [illegible]	5609 TANYA AVE LV NV 89107
3. [illegible]	111 SUNRISE VIEW AVE [illegible] 8906[illegible]
4. GREG SWEET	237-W HORIZON RIDGE HENDERSON NV 89012
5. [illegible]	6025 BARSTOW DR 89130
6. Andrea Parks	
7. [illegible]	
8. Thad Lippark	
9. [illegible]	
10. [illegible]	

Gary Reese Freedom Park

Signing this petion you are in favor of changing Las Vegas Freedom Park's name located at 3151 East Washington Ave. Las Vegas, Nevada 89101 to Gary Reese Freedom Park. Gary Reese has served Las Vegas as a City Planning Commisioner for 20 years prior to being elected to the Las Vegas City Council Ward 1 in 1995 which he served for 16 years. Mr. Reese was instrumental in the renovation at Freedom Park in 2009 and the creation of the Big League Park Sports Complex that has created a safer environment for the neighbors of the surrounding area.

	Signature	Address
1.	Thomas Wytegal	6402 Bright Nimbus Ave LAS VEGAS, NV 89139
2.	Cindy Reese	6402 Bright Nimbus Ave LV NV 89139
3.	Gary Zapp	6598 Buried Treasure Ct LV NV 89139
4.	Kaporushi	6598 Buried Treasure Court Las Vegas, NV 89139
5.		9949 Portulaca Valley LAS VEGAS NV 89178
6.		
7.		
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Gary Reese Freedom Park

Signing this petion you are in favor of changing Las Vegas Freedom Park's name located at 3151 East Washington Ave. Las Vegas, Nevada 89101 to Gary Reese Freedom Park. Gary Reese has served Las Vegas as a City Planning Commisioner for 20 years prior to being elected to the Las Vegas City Council Ward 1 in 1995 which he served for 16 years. Mr. Reese was instrumental in the renovation at Freedom Park in 2009 and the creation of the Big League Park Sports Complex that has created a safer enviorment for the neighbors of the surrounding area.

Signature	Address
1. Alfonso N. Lopez	2560 Marco St. LV 89115
2. Michael Beaver	477 Hazel St. Hend. NV 89015
3. William T. Brock	405 Port Hope Place L.V. 89144
4. Cordell Sanders	3540 Ernest N.L.V. 89032
5. Vicky Noyes	2841 Mammoth Ct. LV 89142
6. Karen Adamson	PO Box 336263 NLV NV 89033
7. BRIAN KOTNIK	6032 HARVEST DANCE ST. 89031
8. Lamy Cole	1105 Sage Valley Ct L.V. Nv. 89110
9.	
10.	

Gary Reese Freedom Park

Signing this petion you are in favor of changing Las Vegas Freedom Park's name located at 3151 East Washington Ave. Las Vegas, Nevada 89101 to Gary Reese Freedom Park. Gary Reese has served Las Vegas as a City Planning Commisioner for 20 years prior to being elected to the Las Vegas City Council Ward 1 in 1995 which he served for 16 years. Mr. Reese was instrumental in the renovation at Freedom Park in 2009 and the creation of the Big League Park Sports Complex that has created a safer enviorment for the neighbors of the surrounding area.

	Signature	Address
1.		1728 Ivanhoe Way 89102
2.		1829 CEDAR BLUFFS WAY 89128
3.		
4.		Mal White Rd 89014
5.	Lew Brown	
6.		1226 Mt Tulip Ln 89142
7.		814 S 4th Ln 89104
8.		
9.		
10.		

Gary Reese Freedom Park

Signing this petion you are in favor of changing Las Vegas Freedom Park's name located at 3151 East Washington Ave. Las Vegas, Nevada 89101 to Gary Reese Freedom Park. Gary Reese has served Las Vegas as a City Planning Commisioner for 20 years prior to being elected to the Las Vegas City Council Ward 1 in 1995 which he served for 16 years. Mr. Reese was instrumental in the renovation at Freedom Park in 2009 and the creation of the Big League Park Sports Complex that has created a safer environment for the neighbors of the surrounding area.

	Signature	Address
1.	[illegible]	4612 Buffalo Hill
2.	SERGIO VALENCIA.	2700 W RICHMOR UNIT 163 ~~LAS VEGAS NV 89122~~
3.	Christina Cisneros	4638 Spruce oak DR NLV 89031
4.	Scott Theobald	5701 Hickam Av LVNV 89130
5.	J R Mahaffey	6251 Desert Sun Dr LVNV 89110
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City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Jeffrey S. Manning db at 7 Eleven Food Store 27607, 600 North Las Vegas Boulevard - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of a Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
RESOLUTIONS:

R-38-2012 - Discussion for possible action regarding a Resolution supporting dissolving the Senior Citizens Advisory Board - All Wards [NOTE: This item is related to Item 49, Item 50, Item 56 (R-39-2012) and Item 57 (R-40-2012)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Senior Citizens Law Project is currently a City-sponsored program that has operated since 1978, providing legal assistance and support to over 100,000 senior citizens aged 60 and over free of charge. In 2011, the City of Las Vegas determined that due to significant budgetary constraints, the City can no longer maintain the Senior Citizens Law Project as a City-sponsored service program, but supports the Senior Citizens Law Project in its transition from a City-sponsored service program to an independent non-profit operation known as the Southern Nevada Senior Law Program, a duly-registered Nevada non-profit organization with IRS 501(c)(3) status pending by July 1, 2012. In eliminating the program, the City must also dissolve the Senior Citizens Project Advisory board, as it is no longer needed.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-38-2012

R-38-2012

RESOLUTION DISSOLVING THE SENIOR CITIZENS LAW PROJECT ADVISORY BOARD

WHEREAS, by Resolution R-1101-1978, dated November 1, 1978, the City Council's predecessor, the Board of City Commissioners, created the Senior Citizens Law Project Advisory Board in support of the City's Senior Citizens Law Project; and

WHEREAS, the functions, programs and activities of the Senior Citizens Law Project are now proposed to be continued by means of a nonprofit organization established for that purpose; and

WHEREAS, the Senior Citizens Law Project Advisory Board is no longer needed.

NOW, THEREFORE, IN ACCORDANCE WITH THE FOREGOING, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, that the Senior Citizens Law Project Advisory Board is hereby dissolved, and Resolution R-1101-1978 hereby repealed.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2012.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 4-30-12
Date

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
RESOLUTIONS:

R-39-2012 - Discussion for possible action regarding a Resolution supporting authorizing the donation of computer hardware and office furniture to the non-profit Southern Nevada Senior Law Program - All Wards [NOTE: This item is related to Item 49, Item 50, Item 55 (R-38-2012) and Item 57 (R-40-2012)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Senior Citizens Law Project is currently a City-sponsored program that has operated since 1978, providing legal assistance and support to over 100,000 senior citizens aged 60 and over free of charge. In 2011, the City of Las Vegas determined that due to significant budgetary constraints, the City can no longer maintain the Senior Citizens Law Project as a City-sponsored service program, but supports the Senior Citizens Law Project in its transition from a City-sponsored service program to an independent non-profit operation known as the Southern Nevada Senior Law Program, a duly-registered Nevada non-profit organization with IRS 501(c)(3) status pending by July 1, 2012. The City would like to donate the equipment and furniture currently being used by the Senior Citizens Law Project to the new non-profit operation, Southern Nevada Senior Law Program as it has reached the end of its useful life and will be used to assist frail, low-income or indigent senior residents with legal issues.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-39-2012

RESOLUTION AUTHORIZING THE DONATION OF COMPUTER HARDWARE AND OFFICE FURNITURE TO THE NON-PROFIT SOUTHERN NEVADA SENIOR LAW PROGRAM

WHEREAS, the Senior Citizens Law Project is currently a City-sponsored service program in operation since 1978, under Title IIIB of the Older American's Act, providing legal assistance and support to senior citizens aged 60 and over free of charge; and

WHEREAS, the Senior Citizens Law Project is the only free legal service provider in Clark County that exclusively assists senior citizens, providing legal services wherever needed, whether at the offices of the Senior Citizens Law Project, at senior centers or by making "house calls" at adult day care centers, nursing homes, assisted living facilities and at the homes of those homebound; and

WHEREAS, the Senior Citizens Law Project has assisted over 100,000 elderly clients with legal issues ranging from guardianship, wills, consumer law, end-of-life decision-making, health-care directives, social security, housing issues and the prevention of elder abuse; and

WHEREAS, due to significant budgetary constraints, the City of Las Vegas can no longer provide the Senior Citizens Law Project as a City-sponsored service program, and the Senior Citizens Law Project is currently under transition to an independent non-profit operation, and it will be fully independent of the City by July 1, 2012; and

WHEREAS, the City believes the Senior Citizens Law Project to be an important part of the social safety net for frail, low-income and indigent seniors residing in the City of Las Vegas, with an emphasis on those seniors facing catastrophic illness and end-of-life decision-making, and therefore desires to assist the Senior Citizens Law Project in its transition from a City-sponsored service program to an independent non-profit operation; and

WHEREAS, the new independent operation, the Southern Nevada Senior Law Program (the "Program"), is a duly-registered Nevada non-profit organization (with IRS 501(c)(3) status pending) created for charitable purposes, to provide legal assistance and support to senior citizens aged 60 and over who cannot otherwise afford legal services; and

WHEREAS, the City owns certain computer equipment (the "Equipment") currently utilized by the Senior Citizens Law Project, which is necessary for the provision of legal services by the

Program, more particularly described in Exhibit "A"; and

WHEREAS, the City owns certain office furniture (the "Furniture") currently utilized by the Senior Citizens Law Project, which is necessary for the provision of legal services by the Program, more particularly described in Exhibit "B"; and

WHEREAS, the Equipment and the Furniture has reached the end of its useful life; and

WHEREAS, NRS 268.028(2) provides that a city may donate equipment that the governing body determines has reached the end of its useful life to a nonprofit organization created for religious, charitable or educational purposes to be used for any purpose which will provide a substantial benefit to the inhabitants of the city; and

WHEREAS, the City Council desires to donate the Equipment and the Furniture to the Program, with the understanding that the Program will agree to use the Equipment to assist in its legal representation of the City's senior inhabitants that do not have the adequate means to engage attorneys for the issues that confront them, and the City strongly believes that legal representation of frail, low-income or indigent senior residents of the City is of substantial benefit to the City and its residents; and

WHEREAS, the Program desires and is willing to accept the Equipment and the Furniture subject to terms and conditions herein.

NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to donate the Equipment and the Furniture to the Southern Nevada Senior Law Program, contingent upon and subject to compliance with the terms of the donation. The terms of the donation are as follows:

1. The Equipment and the Furniture will be used at a location and under circumstances that will benefit inhabitants of the City.

2. The Equipment and the Furniture is provided on an as-is basis, with no guarantee, either implied or otherwise, as to its condition or performance.

. . .

. . .

. . .

3. All costs associated with pickup, transportation, revising, refurbishing, repairing, or rejuvenating the Equipment and the Furniture will be the responsibility of the Southern Nevada Senior Law Program.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2012.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

_____ 4/30/12
Date

Exhibit A

Computer Equipment

Description	Brand	Product	Serial Number	Receive Date
Monitor	Dell	17in Gray Flat Panel	CN0CJ167728726CJ0KDU	2007-04-04
Monitor	Dell	17in Gray Flat Panel	CN0CC28071618692BAQ9	2006-11-16
Monitor	Dell	17in Gray Flat Panel	CN0Y42997161859RACXX	2006-04-11
Monitor	Dell	17in Gray Flat Panel	CN0PM372728727890PNS	2007-09-19
Monitor	Dell	17in Gray Flat Panel	CN0Y42997161858KAHBV	2005-10-06
Monitor	Dell	17in Gray Flat Panel	CN0CJ167728726CJ0DHU	2007-04-04
Monitor	Dell	17in Gray Flat Panel	CN0PM372728727890NDS	2007-09-19
Monitor	Dell	17in Gray Flat Panel	CN0Y42997161858KAHD0	2005-10-06
Monitor	Dell	17in Gray Flat Panel	CN0KU78971618795AHCB	2007-10-24
Monitor	Dell	17in Gray Flat Panel	CN0YG6137161867DAJGN	2006-09-22
Monitor	Dell	17in Gray Flat Panel AIO USF	CN0YG61371618688AANK	2006-09-22
Monitor	Dell	17in Gray Flat Panel AIO USF	CN0YG61371618688AAMZ	2006-09-22
Monitor	Dell	17in Gray Flat Panel AIO USF	CN0YG61371618688AAND	2006-09-22
Monitor	Dell	17in Gray Flat Panel AIO USF	CN0K55167161855EAAC2	2005-07-07
Monitor	Dell	17in Gray Flat Panel AIO USF	CN0T43787161848KABF7	2004-11-02
Monitor	Dell	17in Gray Flat Panel AIO USF	CN0YG61371618684ABVQ	2006-09-22
Monitor	Dell	17in Gray Flat Panel AIO USF	CN02Y31147606499AGFU	2004-11-02
Monitor	Dell	19in Gray Flat Panel AIO SF	CN0T940571618588AAE6	2006-03-08
Monitor	Dell	19in Wide Flat Panel	CN0Y320G74261997AYKS	2009-11-03
Monitor	Dell	19in Wide Flat Panel	CN0Y320G74261997C08S	2009-11-03
Scanner	Plustek	D28 Mobile Office Scanner	574L99000825	2011-06-07
Scanner	Plustek	D28 Mobile Office Scanner	574L77000432	2007-10-19
Scanner	Fujitsu	FL 6130 Document Scanner	305666	2011-06-07
Scanner	Fujitsu	FL 6130 Document Scanner	305642	2011-06-07
Scanner	Fujitsu	FL 6130 Document Scanner	305682	2011-06-07
Scanner	Fujitsu	FL 6130 Document Scanner	305602	2007-06-07
Scanner	Fujitsu	FL 6130 Document Scanner	305652	2007-06-07
Labeler	Dymo	LabelWriter 400 Turbo	931762218526	2007-06-07
Labeler	Dymo	LabelWriter 400 Turbo	931762218520	2007-12-11
Labeler	Dymo	LabelWriter 400 Turbo	931762218525	2007-12-11
Labeler	Dymo	LabelWriter 400 Turbo	931762259936	2007-12-11
Labeler	Dymo	LabelWriter 400 Turbo	931762259536	2006-02-02
Labeler	Dymo	LabelWriter 400 Turbo	93172259561	2006-10-03
Labeler	Dymo	LabelWriter 400 Turbo	08120293176	N/A
Printer	HP	Laser LJ 2420	CNGKK44588	N/A

Description	Brand	Product	Serial Number	Receive Date
Printer	HP	Laser LJ 2420	CNGJD47833	2006-01-10
Printer	HP	Laser LJ 2420	CNGKJ62665	2005-03-14
Printer	HP	Laser LJ 2420	CNGKC59452	2006-02-02
Printer	HP	Laser LJ 2420	CNGKJ22071	2007-07-20
Printer	HP	Laser LJ 2420	CNDJC65883	2007-07-20
Printer	HP	Laser LJ 2420	CNGKJ44103	2009-02-18
Printer	HP	Laser LJ 4250	SCNRXC94245	2009-02-18
Printer	HP	Laser LJ 4250	SCNRXJ75707	2009-07-14
Printer	HP	Laser LJ 5	USKB213206	1996-04-01
Printer	HP	Laser LJ 5100	CNGN137096	2005-08-24
Printer	HP	Inkjet DJ 450cbi	SG56K4119C	2005-09-26
Computer	Dell	OptiPlex GX620 USF	1CDFTB1	2006-09-27
Computer	Dell	OptiPlex GX620 USF	BD433B1	2006-05-09
Computer	Dell	OptiPlex GX620 USF	JKS5VB1	2006-09-29
Computer	Dell	OptiPlex GX620 USF	FZLTB91	2006-01-31
Computer	Dell	OptiPlex GX620 USF	4FBFTB1	2006-09-27
Computer	Dell	OptiPlex GX620 USF	JDJSB91	2006-01-31
Computer	Dell	OptiPlex GX620 USF	CFHGBB1	2006-07-18
Computer	Dell	OptiPlex GX620 USF	DXCGBB1	2006-07-18
Computer	Dell	OptiPlex GX620 USF	6QCGBB1	2006-07-18
Computer	Dell	OptiPlex GX620 USF	1N433B1	2006-05-09
Computer	Dell	OptiPlex GX620 USF	79203B1	2006-05-09
Computer	Dell	OptiPlex GX620 USF	1LHGBB1	2006-07-18
Computer	Dell	OptiPlex GX620 USF	7F344C1	2006-11-29
Computer	Dell	OptiPlex GX620 USF	1G433B1	2006-05-09
Computer	Dell	OptiPlex GX620 USF	D57FBB1	2006-07-18
Computer	Dell	OptiPlex GX620 USF	5LBFTB1	2006-09-27
Computer	Dell	OptiPlex GX620 USF	98DFTB1	2006-09-27
Laptop	Dell	Latitude D620	7KYCLC1	2007-02-28
Router	Cisco	2600 XM router	JMX0827L30P	
Switch	Cisco	2900 XL 24 port Switch	FAB0447U16Z	
Switch	Cisco	2900 XL 24 port Switch	FAA0421G0DZ	

Exhibit B

Furniture Inventory

Quantity	Furniture Description
	File Cabinets
2	black lateral file cabinets
2	63" tall black storage cabinet
1	42"W gray lateral file cabinet
1	30"W black lateral file cabinet
	Bookshelves
1	tall black 5-shelf metal bookshelf
5	4-shelf cherry wood bookshelf
2	5-shelf cherry wood bookshelf
	Tables
1	30" wide round cherry wood table
1	60"W round cherry wood table
	Chairs
1	black executive chair
1	gray desk chair
5	blue desk chairs
13	blue client chairs
7	brown client chairs
9	gray client chairs
	Desks
1	6'L x 2'W cherry wood open front credenza
1	6'L x 2'W cherry wood closed front credenza w/glass top
1	6'L x 2'W cherry wood closed front credenza
1	6'L x 3'W cherry wood desk
1	2 1/2' x 5 1/2' cream, plastic, and metal desk
	Miscellaneous
3	plastic chair mats
1	tall black trash can
1	small black trash can
5	waste baskets
1	black rolling file holder

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
RESOLUTIONS:

R-40-2012 - Discussion for possible action to approve a Resolution supporting authorizing the donation of $200,000 (General Fund) to the non-profit Southern Nevada Senior Law Program - All Wards [NOTE: This item is related to Item 49, Item 50, Item 55 (R-38-2012) and Item 56 (R-39-2012)]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**

☒ **Budget Funds Available**

Amount: $200,000
Funding Source: General Fund
Dept./Division: Parks, Recreation and Neighborhood Services

PURPOSE/BACKGROUND:
The Senior Citizens Law Project is currently a City-sponsored program that has operated since 1978, providing legal assistance and support to over 100,000 senior citizens aged 60 and over free of charge. In 2011, the City of Las Vegas determined that due to significant budgetary constraints, the City can no longer maintain the Senior Citizens Law Project as a City-sponsored service program, but supports the Senior Citizens Law Project in its transition from a City-sponsored service program to an independent non-profit operation known as the Southern Nevada Senior Law Program, a duly-registered Nevada non-profit organization with IRS 501(c)(3) status pending by July 1, 2012. In order to complete the orderly transition of the Project, the program requires a donation of two hundred thousand dollars to enable the Program to continue providing its valuable legal services to the low income and indigent senior community with no lapse or degradation in services to the community.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-40-2012

RESOLUTION AUTHORIZING THE DONATION OF TWO HUNDRED THOUSAND DOLLARS TO THE NON-PROFIT SOUTHERN NEVADA SENIOR LAW PROGRAM

WHEREAS, the Senior Citizen's Law Project is currently a City-sponsored service program operating since 1978, under Title IIIB of the Older American's Act, providing legal assistance and support to senior citizens aged 60 and over free of charge; and

WHEREAS, the Senior Citizens Law Project is the only free legal service provider in Clark County that exclusively assists senior citizens, providing legal services wherever needed, whether at the offices of the Senior Citizens Law Project, at senior centers or by making "house calls" at adult day care centers, nursing homes, assisted living facilities and at the homes of those homebound; and

WHEREAS, the Senior Citizens Law Project has assisted over 100,000 elderly clients with legal issues ranging from guardianship, wills, consumer law, end-of-life decision-making, health-care directives, social security, housing issues and the prevention of elder abuse; and

WHEREAS, the Senior Citizen's Law Project is funded by the City's general fund, as well as a substantial amount of state and federal grants; and

WHEREAS, due to significant budgetary constraints, the City of Las Vegas can no longer contribute the City's share of funding to the Senior Citizen's Law Project and continue the Senior Citizen's Law Project as a City-sponsored service program, thus, the Senior Citizen's Law Project is currently under transition to an independent non-profit operation, and it will be fully independent of the City by July 1, 2012; and

WHEREAS, the City believes the Senior Citizens Law Project to be an important part of the social safety net for frail, low-income and indigent seniors residing in the City of Las Vegas, with an emphasis on those seniors facing catastrophic illness and end-of-life decision-making, and therefore desires to assist the Senior Citizens Law Project in its transition from a City-sponsored service program to an independent non-profit operation; and

WHEREAS, the new independent operation, the Southern Nevada Senior Law Program (the "Program"), is a duly-registered Nevada non-profit organization (with IRS 501(c)(3) status pending) created for charitable purposes, to provide legal assistance and support to senior citizens aged 60

and over; and

WHEREAS, in order to complete the orderly transition of the Senior Citizen's Law Project to the Program, the Program requires a donation of two hundred thousand dollars to enable the Program to continue providing its valuable legal services to the low income and indigent senior community with no lapse or degradation in services to that community; and

WHEREAS, NRS 268.028(3) provides that a city may expend money for any purpose that will provide a substantial benefit to the inhabitants of the city, and further, if the City grants money to a non-profit organization, then the grant must occur by resolution of the City Council and that the resolution may set forth certain conditions or other limitation on the use of the money granted; and

WHEREAS, the City Council desires to grant the Program two hundred thousand dollars ($200,000) (the "Donation") to help fund its ongoing operations, as the City strongly believes that legal representation of frail, low-income or indigent senior residents of the City is of substantial benefit to the City and its inhabitants, both indigent seniors and otherwise; and

WHEREAS, the Program desires and is willing to accept the Donation subject to terms and conditions to be reflected herein.

NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to provide the Donation to the Southern Nevada Senior Law Program on or before July 1, 2012, contingent upon and subject to the Southern Nevada Senior Law Program using the Donation solely to fund the ongoing operations of the Program in the same manner as the Senior Citizen's Law Project.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2012.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

_____ 4/30/12
Date

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - For Possible Action - TRAFFIC AND PARKING COMMISSION - Martin Esbin, Term Expiration 2-21-2012

Fiscal Impact

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

PURPOSE/BACKGROUND:
The members of this board are appointed by the Mayor and confirmed by the City Council such that one member shall reside in and represent each of the six Wards and one member shall represent the City as a whole. Terms are 4 years; there is no requirement to fill unexpired portions of terms and no limit to the number of terms which may be served. Mr. Esbin is a resident of Ward 2 and was recommended by Councilman Wolfson; he does not wish to be reappointed. This item was held in abeyance from the May 2, 2012 City Council meeting.

RECOMMENDATION:
Procedure for this Board requires appointment by the Mayor with confirmation by the City Council. Options are to appoint a new Ward 2 resident to this seat.

BACKUP DOCUMENTATION:
Current Listing and Authority

2-21-2012

TRAFFIC & PARKING COMMISSION

MEMBERS		ORIGINAL APPT.	TERM EXPIRES
1. TURNER, DAVID STEPHEN **(Mayor Goodman, City-wide appt.)**	**Resident of Ward 2**	6-19-2002 **(Reappt. 5-17-2006)** **(Reappt. 6-16-2010)**	6-19-2014
2. CRAIK, BETTE **(Tarkanian's recommendation)**	**Resident of Ward 1**	5-15-2002 **(Reappt. 4-19-2006)** **(Reappt. 4-21-2010)**	5-15-2014
3. ESBIN, MARTIN **(Wolfson's recommendation)**	**Resident of Ward 2**	2-21-1996 **(Reappt. 2-16-2000)** **(Reappt. 2-4-2004)** **(Reappt. 1-16-2008)**	2-21-2012
4. HOBAN, ROBERT **(Reese's recommendation)**	**Resident of Ward 3**	12-20-1995 **(Reappt. 1-5-2000)** **(Reappt. 12-3-2003)** **(Reappt. 11-21-2007)** **(Reappt. 12-7-2011)**	12-20-2015
5. PHILLIPS, JOHN J. **(Brown's recommendation)**	**Resident of Ward 4**	1-3-2001 **(Reappt. 9-15-2004)** **(Reappt. 10-1-2008)**	10-18-2012
6. McMORRIS, LILLIAN **(Barlow's recommendation)**	**Resident of Ward 5**	8-18-2010	8-18-2014
7. AGUILAR, MICHAEL ANTHONY **(Ross' recommendation)**	**Resident of Ward 6**	2-15-2012 **(Effective 3-3-2012)**	3-3-2016
8. SHERIFF or Designee		10-4-2000	
9. PUBLIC WORKS DIRECTOR or Designee		10-4-2000	

(The Sheriff, or his designee, 400 Stewart Avenue, Traffic Section, Las Vegas, Nevada 89101-2984 and the Director of Public Works, or his designee, are also voting members.)

AUTHORITY: L.V.M.C. 2.48, Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

TERM: 4 years. No limit to number of terms. No requirement to fill unexpired portions of terms.

MEMBERS: **9 voting members -** 7 members of the public, the Sheriff, & Public Works Director.
(Bill #89-72 adopted 1-3-90 increased from 3 to 5 the public members; Ordinance #5258 enacted 10/4/2000 increased the public membership to 7 to include the two new Wards). Seven public members **appointed by the Mayor and confirmed by the City Council** such that one member shall reside in and be representative of each of the six Council Wards with one member representing the City as a whole. Ex-Officio (non-voting) - Traffic Engineer, City Attorney, Fire Chief, Director of Planning Department or their designees and other staff members that the City Manager may designate.

NOTES: MUST BE CITY OF LAS VEGAS RESIDENT, Ord. 3527.
NO CITY FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions no longer required to file State form.)

MEETINGS: Meets in accordance with a meeting schedule adopted as part of the Rules and Regulations pursuant to 2.48.050, City Hall 2nd Floor Clerk's Conference Room (Ord 6049)

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding member appointments to the Board of Appeals for the City of Las Vegas Building Official or Fire Marshal

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas adopted Ordinance 6160 on September 7, 2011, creating a Board of Appeals to hear and decide appeals of determinations made by the Building Official or Fire Marshal relating to the application and interpretation of the technical codes. The Board shall consist of eight members appointed by the City Council, who will serve without compensation. Members represent each of the following categories: general contractor; electrical contractor or electrical engineer; mechanical or plumbing contractor; fire protection engineer; lay member; architect registered by the State of Nevada; structural engineer registered by the State of Nevada; and fire protection system contractor. Terms shall be for four years and limited to two full terms or a maximum of ten years in the event an appointee fills an unexpired term of less than two years which does not calculate as a term. There is a City residency requirement.

RECOMMENDATION:
Appoint a total of eight representatives to fill the categories listed in the Agenda Memo

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 16, 2012
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: Appointment of members to Building and Fire Board of Appeals

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At the regular meeting of the City Council on September 7, 2011 the City Council approved Bill Number 2011-33 establishing the membership of the Board of Appeals adopted as part of the City's Administrative Code for the adopted Building and related technical codes utilized by the City of Las Building and Safety Department and Fire Department.

That membership is to consist of one representative of each of the following:

- General contractor
- Electrical contractor or electrical engineer
- Mechanical or plumbing contractor
- Fire protection engineer
- Lay member
- Architect registered by the State of Nevada
- Structural engineer registered by the State of Nevada
- Fire protection system contractor

The following individuals have submitted Resume's and City of Las Vegas Board, Commission, or Committee Interest Forms to be appointed by the City Council to the Building and Fire Board of Appeals:

Belsick, Jody Walker	Reyburn, Rick H.
Cumana, Nelson	Roberts, Eric
Danoski, Shawn	Sartain, Douglas
Fiebleman, Robert	Stroh, James
Gentille, Michael	Thorn, Mandi
Marx, Lee	Vaughn, Allyn
McGee, Rocky	Woodward, Brian
Myskowski, Thomas	Wright, Brent
Prock, Rocco	Wyatt, Frank

The City of Las Vegas Building Official and Fire Marshal have reviewed the list of candidates for the Building and Fire Board of Appeals using the following criteria:

- Professional knowledge and expertise,
- Years of Experience,
- Familiarity with the City of Las Vegas,
- Ability to be impartial to both private and public sector viewpoints in relation to technical code issues.

The Building Official and Fire Marshal recommend the following individuals for membership on the Building and Fire Board of Appeals:

General Contractor	Frank Wyatt
Electrical Contractor or Engineer	Rocco Prock
Mechanical or Plumbing Contractor	Rocky Magee
Fire Protection Engineer	Brian Woodward
Lay Member	Mandi Thorn
Architect	Eric Roberts
Structural Engineer	Brent Wright
Fire Protection System Contractor	Doug Sartain

This appointment is clearly at the discretion of the City Council and the Building Official and Fire Marshal are only making a recommendation to assist the Council in the appointments utilizing our professional judgment and experience with these individuals. It is well understood these are City Council appointments. Any questions any Council member may have can be directed to either Chris Knight at 229-6092 for Building Code appointees or Robert Bell at 229-0436 for Fire Protection appointees.

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding replacement appointments to the Commission for the Las Vegas Centennial

Fiscal Impact

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

PURPOSE/BACKGROUND:
The creation of the Commission for the Las Vegas Centennial was authorized by City Council action on 5-7-2003 and incorporated on 6-4-2003. The bylaws were amended to change the Board membership and quorum requirements as well as allow voting participation by City officials on 8-6-2003 and a second amendment to the bylaws on 11-19-2003 expanded the membership to a minimum of six and a maximum of fifteen Directors as well as again revise the quorum standards. Generally the Commission is to plan, organize, coordinate and implement the activities, celebration and historic preservation associated with the founding of the City of Las Vegas. There is no City residency required for the Board of Directors, no term limits and Directors serve until replaced. Four of the Directors appointed 8-20-2003 and 11-19-2003 no longer serve, although only William McBeath and Don Snyder have formally resigned. Two individuals are being proposed to replace those members who have not submitted resignations.

RECOMMENDATION:
The City Council to appoint Jane Pike to replace Bruce Woodbury and Louise Helton to replace Mike Varney.

BACKUP DOCUMENTATION:
Letter from Councilman Bob Coffin

City of Las Vegas

Bob Coffin
Councilman, Ward 3

April 23, 2012

Ms. Betsy Fretwell, City Manager
City of Las Vegas

Dear Betsy,

It appears the charter of the Las Vegas Centennial Commission requires a minimum of 6 members to a maximum of 15 members, so we could add additional members.

People give me credit for creating the Las Vegas Centennial license plate bill which provides funds that this commission depends on. Truth be told, the inspiration was given to me by community activist Ms. Louise Helton.

I feel that Ms. Helton will be a valuable member of our commission. I would like to nominate her and will recommend her appointment to our committee at an upcoming city council meeting.

Respectfully,

Bob Coffin
Las Vegas City Councilman, Ward 3

cc: Mayor Carolyn Goodman
City Council Members
City Clerk

495 S. Main St. | Las Vegas, Nevada 89101 | (702) 229-6405 | FAX (702) 382-8558
bcoffin@lasvegasnevada.gov | www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. Z-2012-1 - For Possible Action - Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council. 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 City's Official Zoning Map to change the zoning designations of 29 parcels of land located throughout the City. The rezoning of these parcels has already been approved by the City Council. This bill merely formalizes by ordinance the rezoning actions previously taken.

RECOMMENDATION:
ADOPTION at the 5/16/2012 City Council meeting pursuant to the 5/1/2012 Recommending Committee meeting.

First Reading – 4/18/2012; First Publication – 5/3/2012

BACKUP DOCUMENTATION:
Bill No. Z-2012-1

BILL NO. Z-2012-1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LAS VEGAS BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PARCELS OF LAND TO REFLECT AND FORMALIZE REZONING APPLICATIONS PREVIOUSLY APPROVED BY THE CITY COUNCIL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Official Zoning Map of the City of Las Vegas, as adopted in Title 19, Chapter 00, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by changing the zoning designations for the parcels of land listed in the attached document. The parcels of land have been approved for rezoning by vote of the City Council or by means of a resolution of intent to rezone pursuant to applicable zoning regulations. In each case the conditions of rezoning have been fulfilled, and changing the corresponding zoning designations on the Official Zoning Map is now indicated. On the attached document, the parcels are listed by Assessor's Parcel Number. The attached document shows, for each parcel, the zoning designation currently shown on the Official Zoning Map (indicated as "Current Zoning") and the new zoning designation to be shown for the parcel (indicated as "New Zoning").

SECTION 2: The Department of Planning is authorized and directed to make such changes to the Official Zoning Map as are necessary to reflect the amendments described in Section 1 of this Ordinance. In accordance with LVMC 19.00.100, the Official Zoning Map is stored and maintained in the offices of the Department of Planning.

SECTION 3: Of the parcels referred to in Section 1 of this Ordinance whose rezoning was approved by means of a resolution of intent to rezone, few if any of those resolutions have been reduced to writing–as was the practice previously. All actions and proceedings by the City concerning the rezoning of those parcels are hereby ratified, approved and confirmed as if the resolutions of intent

had been reduced to writing, and the City Council deems that no additional action in that regard is necessary.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-3-12
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2012, 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

PARCEL	CURRENT ZONING	NEW ZONING
12519201001	U	R-PD3
12519201003	U	R-PD3
12527503008	R-E	P-R
13807103004	U	PD
13807103006	U	PD
13813101006	U	R-PD25
13827501001	U	C-1
13828401015	U	R-3
13920817001	R-E	M
13928501007	R-E	R-1
13928501008	R-E	R-1
13928501010	R-E	R-1
13934301008	R-4	C-2
13934302009	R-4	C-2
13934311019	R-4	C-2
13934311022	R-4	C-2
13934311026	R-4	C-2
13934311028	R-4	C-2
13934311029	R-4	C-2
13934311031	R-4	C-2
13934311133	C-1	C-2
13934311134	C-1	C-2
13934311135	C-1	C-2
13934311136	C-1	C-2
13934311137	C-1	C-2
13934810101	R-4	C-1
13934810102	P-R	C-1
13934810103	P-R	C-1
16301802008	R-E	P-R

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2012-20 - For Possible Action - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2013) Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July, 2012 through June, 2013.

RECOMMENDATION:
ADOPTION at the 5/16/2012 City Council meeting pursuant to the 5/1/2012 Recommending Committee meeting.

First Reading – 4/18/2012; First Publication – 5/3/2012

BACKUP DOCUMENTATION:
Bill No. 2012-20

BILL NO. 2012-20

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485–ALTA DRIVE (LANDSCAPE MAINTENANCE FY2013); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1485–Alta Drive (Landscape Maintenance) (hereinafter the "District"), to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project") as defined in Chapter 271, Nevada Revised Statutes and has provided that the entire cost and expense of the Maintenance Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2013 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $75,800, of which, $ -0- is available from other sources and of which $75,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the Director of Public Works with the assistance of the City Engineer Division (hereinafter the "Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 4, 2012, at 1:00 p.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 4, 2012, at 1:00 p.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on March 7, 2012; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 4, 2012, of the filing of the final assessment roll in her office, of the date of

filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1485 (FY2013) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2013) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor the total cost of the Maintenance Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Maintenance Project, with funds completely derived from the levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1485 (FY2013) Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1485 (FY2013) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2013) including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for

those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Maintenance Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 7, 2012, and as modified and confirmed by the District No. 1485 (FY2013) Assessment Protest Resolution duly adopted by the City Council on April 18, 2012.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2012, October 1, 2012, January 1, 2013 and April 1, 2013. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had

not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 20, 2012) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the

City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.625. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk of the City. In accordance with NRS 271.390(2) the City Clerk or Deputy City Clerk shall also give written notice of the levying of the

assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2013)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2013) Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on May 16, 2012. The Levy Ordinance levied and assessed the cost and expense of Boundaries of District against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer in Las Vegas, Nevada, on or before June 19, 2012, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2012, October 1, 2012, January 1, 2013, and April 1, 2013. Failure to pay any assessment installment when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal will, after such delinquency, whether the City's option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid, but at any time prior to the date of the sale, the owner may pay the amount of all

delinquent installments originally becoming due on or before the date of payment, and all penalty interest accrued, and will thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 20, 2012, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 16, 2012.

BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 16, 2012, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2013) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 18th of April, 2012, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 16th of May, 2012.

/s/ Beverly K. Bridges
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2013); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 18, 2012, and was passed at a regular meeting held on May 16, 2012, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Lois Tarkanian Steven D. Ross Ricki Y. Barlow Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after May 20, 2012, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 16th of May, 2012.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced April 18, 2012, PASSED, ADOPTED AND APPROVED May 16, 2012.

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

4/3/12 Assistant City Attorney

Date

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 18, 2012, and finally adopted and approved on May 16, 2012.

2. The following members of the City Council were present at the April 18, 2012, Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 18, 2012, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 16, 2012, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 16, 2012, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 18, 2012, and May 16, 2012. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 18, 2012, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 16, 2012, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 16, 2012.

BEVERLY K. BRIDGES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 18, 2012 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 16, 2012 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2012-21- For Possible Action - Levies Assessment for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
The District provides annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape maintenance, security, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of SID 1516 from July 1, 2011 through June 30, 2012. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
ADOPTION at the 5/16/2012 City Council meeting pursuant to the 5/1/2012 Recommending Committee meeting.

First Reading – 4/18/2012; First Publication – 5/3/2012

BACKUP DOCUMENTATION:
Bill No. 2012-21

BILL NO. 2012-21

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402, of which $-0- is available from other sources and $252,402 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council, by resolution heretofore adopted, directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last

known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 4, 2012, at 1:00 p.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 4, 2012 at 1:00 p.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 7, 2012. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 7, 2012, and as modified and confirmed by the District No. 1516 Assessment Protest Resolution duly adopted by the City Council on April 18, 2012.

Section 5. The assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2012, October 1, 2012, January 1, 2013 and April 1, 2013. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The

assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 20, 2012) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land

being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 16, 2012. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2012, October 1, 2012, January 1, 2013 and April 1, 2013. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination

is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 20, 2012 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 16, 2012.

_____

Beverly K. Bridges, MMC, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 16, 2012, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 18th day of April, 2012, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 16th day of May, 2012.

/s/ BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 18, 2012, and was passed at a regular meeting held on May 16, 2012, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Lois Tarkanian Steven D. Ross Ricki Y. Barlow Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after May 20, 2012, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 16th day of May, 2012.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES, MMC
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED April 18, 2012, PASSED, ADOPTED AND APPROVED MAY 16, 2012.

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC, City Clerk

Approved as to Form:

4/3/12
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council of the City (the "City Council") on April 18, 2012 and finally adopted and approved on May 16, 2012.

2. The following members of the City Council were present at the April 18, 2012 meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 18, 2012, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 16, 2012, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 16, 2012, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 18, 2012 and May 16, 2012. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 18, 2012, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 16, 2012, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. Upon request, the City Council provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public

meeting, and any other supporting materials provided to the members of the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 16, 2012.

_____

Beverly K. Bridges, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 18, 2012 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 16, 2012 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2012-22 - For Possible Action - Updates the licensing regulations and fees applicable to apartment houses, and clarifies zoning requirements pertaining to the conversion of multi-family/apartment developments to co-op status. (TXT-41987) Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the licensing regulations and fees applicable to apartment houses, and clarify zoning requirements pertaining to the conversion of multi-family/apartment developments to co-op status. The update 1) includes a base and per-unit license fee increase for apartment houses, changing the fee basis from a semiannual to an annual fee; 2) clarifies and simplifies the process by which apartment house managers and operators obtain compliance with training and work card requirements; and 3) addresses the conversion of multi-family/apartment developments to co-op status.

RECOMMENDATION:
ADOPTION at the 5/16/2012 City Council meeting pursuant to the 5/1/2012 Recommending Committee meeting.

First Reading – 4/18/2012; First Publication – 5/3/2012

BACKUP DOCUMENTATION:
1. Bill No. 2012-22
2. Business Impact Statement

BILL NO. 2012-22

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE LICENSING REGULATIONS AND FEES APPLICABLE TO APARTMENT HOUSES, CLARIFY ZONING REQUIREMENTS PERTAINING TO THE CONVERSION OF MULTI-FAMILY/APARTMENT DEVELOPMENTS TO CO-OP STATUS, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Updates the licensing regulations and fees applicable to apartment houses, and clarifies zoning requirements pertaining to the conversion of multi-family/apartment developments to co-op status.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.09.010: For purposes of this Chapter:

(A) "Apartment house" means a structure which contains [three] five or more apartment dwelling units and which does not qualify as a [condominium, townhouse dwelling or residence hotel.] townhouse dwelling, residence hotel, condominium, or multiple-unit structure that is owned cooperatively or in common.

(B) "Landlord training program" means a landlord training program offered by the Las Vegas Metropolitan Police Department in connection with its Las Vegas Crime Free Multi-Housing Program.

(C) "Licensee" means a person who is licensed [to manage, operate or conduct an apartment house.] under the provisions of this Chapter.

(D) "Operator of an apartment house" means a person who operates or manages an apartment house. For purposes of ensuring that the provisions of this Chapter are met for each apartment house, the term also includes a person who owns the apartment house or the land on which the apartment house is located if that person also is engaged in the operation or management of the apartment house.

SECTION 2: Title 6, Chapter 9, Section 15, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.09.015: [Every person in the business of operating] Each operator of an apartment house shall pay [a semiannual] an annual licensing fee based upon the schedule set [for] forth in this Section. However, [if the same person owns] in the case of a group of apartment houses which are contiguous to each other, the contiguous group shall be treated as one apartment house for the purpose of this Section[:]. No more than one fee is required to be paid under this Section for each apartment house.

Number of Apartment House Rooms	**Fee**
[1 to 4]	[None]
5 to 10	[$25.00] $75.00
Over 10	[$25.00 plus $2.50] $75.00 plus $5.00 for each additional apartment in excess of 10

SECTION 3: Title 6, Chapter 9, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 4: Title 6, Chapter 9, 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 20, reading as follows:

6.09.020: (A) The operator of an apartment house must obtain and maintain a business license to operate any apartment house. In addition, but subject to the remaining provisions of this Section, the operator must complete a landlord training program.

(B) The landlord training requirement of Subsection (A) of this Section does not apply to any operator of an apartment house that is or will be managed by a licensee who is in compliance with the requirements of Subsection (C) of this Section.

(C) Independent of the requirement set forth in Subsection (A), any person who is in the business of managing one or more apartment houses on behalf of others must:

(1) Obtain and maintain a business license to manage apartment houses;

(2) Complete a landlord training program; and

(3) Obtain and maintain a valid work card pursuant to LVMC Chapter 6.86.

(D) Any employee or agent of a licensee under this Section who acts as the on-site

manager of an apartment house must have completed a landlord training program and must have a valid work card issued under LVMC Chapter 6.86.

(E) At any given time with respect to each apartment house:

(1) The licensed manager, if any, must have completed a landlord training program and possess a valid work card.

(2) Any on-site manager who is the employee of a licensee must have completed a landlord training program and possess a valid work card.

(3) In the case of an apartment house which does not have a manager, at least one person who qualifies as the operator of the apartment house must have completed a landlord training program.

(F) Although not otherwise obligated under this Chapter, a person who owns an apartment house or the land on which the apartment house is located but who is not engaged in the operation or management of the apartment house is responsible to ensure that at least one person qualifying as an operator of the apartment is available for purposes of complying with the licensing, fee payment, and training requirements of this Chapter.

(G) A business license under this Chapter may be withheld pending an applicant's completion of the landlord training program or may be conditioned upon such completion.

SECTION 5: Title 6, Chapter 9, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.09.040: A person licensed [to conduct or operate] as the operator of an apartment house shall notify the Department a change in the management of the apartment house within ten days after the change takes place. A new manager who has not completed the landlord training program shall have [forty-five] sixty days to complete the program and thirty days following program completion to obtain a work card.

SECTION 6: Title 19, Chapter 16, Section 100, Subsection (B), Paragraph (3), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

3. Certain Conversions. The conversion of any development from multi-family or apartment

development to condominium or co-op status shall require a Site Development Plan Review.

SECTION 7: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location, the following term, together with its corresponding definition:

Co-op. A multi-unit structure that is held in common ownership, where the entire structure and underlying real property are owned in common, rather than where individual units are under separate ownership. For informational purposes, such structures may be referred to as co-ops, cooperative housing, tenants in common, and similar terms.

SECTION 8: For purposes of Section 2.100(3) of the City Charter, LVMC 19.16.100 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 9: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments described in Sections 6 and 7 of this Ordinance.

SECTION 10: 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 11: 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 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-3-12
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2012, 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. 2012-22
(Updates the licensing regulations and fees applicable to apartment houses, and clarifies zoning requirements pertaining to the conversion of multi-family/apartment developments to coop status)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2012-22, that will update the licensing regulations and fees applicable to apartment houses, and clarify zoning requirements pertaining to the conversion of multi-family/apartment developments to coop status.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Notice regarding the proposed ordinance was sent to approximately 1100 holders of apartment house business licenses within the City. One written response was received. A summary of that response, which is available to interested persons as part of this business impact statement, is that, with the current state of the economy and the respondent's vacancy rate over 50%, a semiannual fee increase from $25 to $75 would "impose a direct and significant economic burden on a business."

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:

Increased license fees

Beneficial effects:

More reasonable time periods for completion of landlord training and work card requirements

Direct effects:

See adverse effects and beneficial effects above

Indirect effects:

None noted

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

The draft ordinance has been changed to make the fee an annual fee rather than a semiannual fee,

thus reducing the increase by approximately 50%

4. The estimate of 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:

Approximately $15,000

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Help offset the costs of license administration, inspections, and enforcement of compliance with the landlord training program requirements

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:

N/A

Date: April 3, 2012

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
Closed Session - A closed meeting in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
Public Hearing on local improvement district for Special Improvement District No. 1514 - Ann Road and Cimarron Road (West of Leggett Road) - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the construction and installation of pavement, driveway approaches, "L" type curb and gutter, sidewalks, and streetlights.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1514 - ANN ROAD AND CIMARRON ROAD (WEST OF LEGGETT ROAD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2012-4 for City of Las Vegas, Nevada, Special Improvement District No. 1514 - Ann Road and Cimarron Road (west of Leggett Road) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on April 18, 2012, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1514 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

Ann Road (NORTH SIDE) - from the centerline of Cimarron Road east along Ann Road to the centerline of Leggett Road (100-foot right-of-way).

Cimarron Road (EAST SIDE) – from the centerline of Ann Road north approximately 360 feet. (80-foot right-of-way).

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot basis, provided those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the streets or streets being improved which also abut the cul-de-sac. The improvements on Ann Road will consist of the grading, regrading, graveling, and asphalt paving as necessary for approximately 43 feet of roadway width, and "L" type curb and gutter. The improvements on Cimarron Road will consist of the grading, regrading, graveling, and asphalt paving as necessary for approximately 33 feet of roadway width, "L" type curb and gutter, sidewalk (APN 125-28-801-015), street lights (APN 125-28-801-015), and residential driveway approaches (APN 125-28-801-015). The streetlights will be installed at the back of the sidewalk at appropriate intervals. The owners of property who elect to have water or sewer installed will be assessed on a per service or unit lot method for the installation of sewer laterals or water laterals. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, May 16, 2012, at 1:00 p. m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, May 10, 2012, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in forty (40) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City shall provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties, at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Director of Finance and Business Services) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City for the assessments. A person desiring to apply for a hardship determination shall file an application no later than May 11, 2012, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this 18th day of April, 2012.

BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
Public Hearing on local improvement district for Special Improvement District No. 1519 - Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) - Wards 1 and 3 (Tarkanian and Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the construction and installation of sidewalk.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. SID 1519 - SIDEWALK INFILL – OAKEY BOULEVARD (WEST OF RANCHO DRIVE) AND 11TH STREET (NORTH OF CHARLESTON BOULEVARD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2012-5 for City of Las Vegas, Nevada, Special Improvement District No. 1519 – Sidewalk Infill – Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on April 18, 2012, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1519 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

Oakey Boulevard (NORTH SIDE) - from the centerline of Rancho Road west along Oakey Boulevard approximately 370-feet (80-foot right-of-way).

11th Street (EAST SIDE) - from the centerline of Bonneville Avenue south approximately 220-feet (80-foot right-of-way).

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot basis, provided those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the streets or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of sidewalk where not already existing.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, May 16, 2012, at 1:00 p.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, May 10, 2012, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from

time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in twenty (20) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City shall provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties, at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Director of Finance and Business Services) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City for the assessments. A person desiring to apply for a hardship determination shall file an application no later than Friday, May 11, 2012, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this 18th day of April, 2012.

BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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 3113 Alcoa Avenue for fees in the amount of $2,249 (General Fund) and assess a maximum of $19,500 in daily and failed inspection civil penalties for a total of $21,749. PROPERTY OWNER: KEITH L & MARVIS F FULTON - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,249
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 Lunas Construction to board all open doors and windows, remove all dilapidated sheds, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $60,300.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $980 invoice for Lunas Construction, $147 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $2,249 to be recorded immediately, and assess a maximum of $19,500 in daily civil penalties to be recorded on or after November 24, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 16, 2012
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 3113 Alcoa Avenue for fees in the amount of $2,249 (General Fund) and assess a maximum of $19,500 in daily and failed inspection civil penalties for a total of $21,749.
PROPERTY OWNER: KEITH L & MARVIS F FULTON – Ward 1 (Tarkanian)

Lunas Construction completed work on March 19, 2012 at a cost of $980. In addition, $1,122 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $2,249 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 & 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.

3113 ALCOA AVENUE
CROSS STREETS - SAHARA//VALLEY VIEW

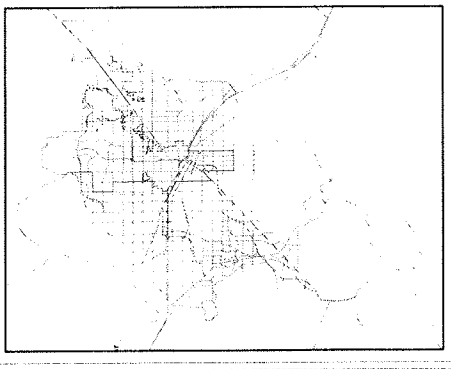
City of Las Vegas Vicinity Map

N

0 220 440 880 Feet

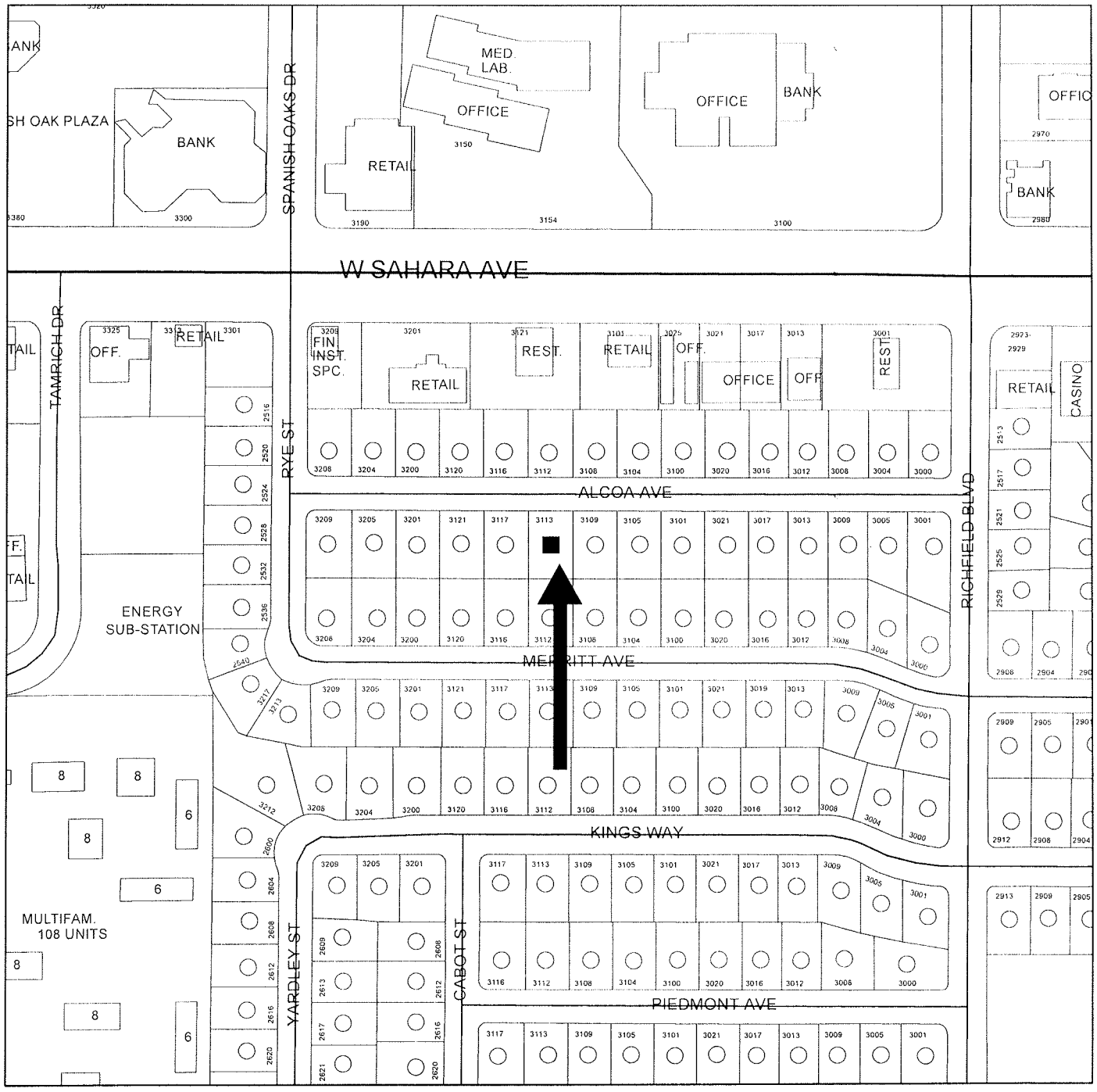
GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS



3113 ALCOA AVENUE
CROSS STREETS - SAHARA//VALLEY VIEW

City of Las Vegas Vicinity Map



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Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: April 26, 2012

Re: Report of Expenses for the abatement of nuisance located at 3113 Alcoa Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all dilapidated sheds, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Lunas Construction on March 19, 2012 at a cost of $980.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$300.00
Remove all trash and debris.	$290.00
Remove all high grass and weeds, and apply herbicide.	$100.00
Remove all dilapidated sheds.	$290.00
AMOUNT DUE:	$980.00
Administrative Processing Fee:	$147.00
Sub-Total:	$1,127.00
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$2,249.00**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,500.00**
MAXIMUM TOTAL:	**$21,749.00**
OWNER OF RECORD	KEITH L. & MARVIS F. FULTON
PROPERTY ABATED:	3113 Alcoa Avenue
	Las Vegas, NV 89102
ASSESSOR PARCEL:	162-08-111-025
LEGAL DESCRIPTION:	RICHFIELD VILLAGE UNIT #2A
	PLAT BOOK 6 PAGE 15
	LOT 21 BLOCK 5

MWB:ld

Lunas Construction
4830 E Cartier Avenue
Las Vegas, NV 89115

Disclosure of Principals

The principals and partners of *Lunas Construction* and all persons and entities holding more than 1% interest in *Lunas Construction* or any principal of *Lunas Construction* are the following:

	Full Name	Business Address	Business Phone
1.	Manuel Madrigal	4830 E. Cartier Ave. LV, NV 89115	702-644-6840
2.	Rosa Madrigal	Same	Same
3.	Victor Madrigal	Same	Same
4.	Doberto Madrigal	Same	Same
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.

Lunas Construction

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of August, 2009.

_____
Notary Public in and for Clark County,
State of Nevada

DIANA M. VARGAS
Notary Public, State of Nevada
Appointment No. 03-84300-1
My Appt. Expires Oct. 15, 2011

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

MAY 16, 2012

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, MAY 16, 2012,** 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 **3113 Alcoa Avenue – Case No. 107279**. The Director of Building and Safety certifies that the sum of **$2,249.00** was expended and Civil Penalties in the sum of **$19,500.00** may be imposed for a total of **$21,749.00**. Owner of record at time of abatement: **KEITH L & MARVIS F FULTON – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
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 # 107279

3113 ALCOA AVE - Map # 02623-14 Parcel 16208111025

Owner Information:

FULTON KEITH L & MARVIS F
3113 ALCOA AVE
LAS VEGAS, NV 89102-6076

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vacant house, open/accessible.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: October 27, 2011

Ward: 1

Date Case Resolved: March 19, 2012

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
10/27/11	OPEN	House & storage room under carport.
Secure all structures to City of Las Vegas specifications. To include all doors & windows.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
10/27/11	OPEN	All yards
Remove all refuse/waste from all areas of property.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
10/27/11	OPEN	All yards
Remove all high grass/weeds from all areas of property.		
AN-009: 9.04.010 (7)(D) DILAPIDATED		
10/27/11	OPEN	East side yard
Remove all dilapidated sheds.		

Chronology of Events:

October 27, 2011 **CORRECTION NOTICE ISSUED**

October 27, 2011 **Insp#: 1194371**

34) House vacant, power off. House open/accessible through unlocked windows & damaged rear door. Storage room under carport open/accessible through missing doors. All yards- high weeds & refuse/waste. East side yard- dilapidated shed, approximatley 250 square feet. Also dilapidated small metal shed. Post correction notice, call back 11-8. Mailed copy to owner at property. Sewer address is same.

November 08, 2011 **Insp#: 1194404**

34) House & storage room still open/accessible, still refuse/waste, still high weeds, still dilapidated sheds. Photos. $120 fee. Go to Notice & Order.

November 14, 2011 **NOTICE AND ORDER PROCESSING**

34) Prepared Notice & Order.

November 14, 2011	**NOTICE AND ORDER REQUEST**
	34) Gave case to 21 for Notice & Order review.
November 14, 2011	**NOTICE AND ORDER ISSUED**
November 15, 2011	**NOTICE AND ORDER PROCESSING**
	21)refer file to 34 for posting all mailings done
November 15, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 11/14/11
November 15, 2011	**Insp#: 1198345**
	34) Post Notice & Order. House & storage room still open/accessible, still refuse/waste, still high weeds, still dilapidated sheds. Photos. $180 + $150 fee. Call back 11-28
November 28, 2011	**Insp#: 1200636**
	34) House & storage room still open/accessible, still refuse/waste, still high weeds, still dilapidated sheds. Photos. $180 + $300 fee.
November 30, 2011	**BID REQUEST BY OFFICER**
	34) Gave case to 21 to obtain bids. Requesting securing of structures, removal of weeds, removal of refuse/waste & removal of dilapidated sheds.
November 30, 2011	**BID REQUEST BY OFFICER**
	21)refer file to office staff JR for bids
December 01, 2011	**BID PREPERATION**
	Bid prep
December 01, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 12-7
December 20, 2011	**BID RECEIVED**
	Recorded & scanned bids received.
December 20, 2011	**ADMINSTRATIVE**
	Bid approval given to #21
December 20, 2011	**10 DAY NOTICE PROCESSING**
	10 DAY SENT. FILE GIVEN TO #34
December 20, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
December 21, 2011	**Insp#: 1204987**
	34) Post 10 Day Notice Before Abtement. House & storage room still open/accessible, still refuse/waste, still high weeds, still dilapidated sheds. Photos. $180 + $500 fee. Call back 1-3.
January 03, 2012	**Insp#: 1214807**
	34) House & storage room still open/accessible, still refuse/waste, still high weeds, still dilapidated sheds. Photos. $180 + $500 fee.
January 09, 2012	**RECORDERS RESEARCH**
	34) Deed of trust recorded 9-10-07. Bank of America. Default & election to sell recorded 1-26-11. Recission of default & recorded 5-26-11.
January 09, 2012	**EMAIL SENT OR RECEIVED**
	34) E-mailed Notice & Order to Eric Morris with BAC asking if he will be correcting violations. He replied back stating property not serviced by them.
January 09, 2012	**SEWER INFORMATION RESEARCH**

34) Sewer mailing address changed to 7313 Braswell Dr Las Vegas, added to contacts. Notes in sewer state owner deceased & possible relative lives at mailing address. Mailed 10 Day Notice Before Abatement to this address.

January 09, 2012 **RESEARCH**

34) No phone # found for 7313 Braswell Dr Las Vegas.

January 10, 2012 **MERS INFORMATION RESEARCH**

34) Checked MERS- no information found.

January 10, 2012 **TREASURER INFORMATION RESEARCH**

34) Called county treasurer, was told taxes are delinquent.

January 19, 2012 **PROCEED WITH ABATEMENT**

34) Assigned & gave case to 19 to proceed with abatement.

February 06, 2012 **PROCEED WITH ABATEMENT**

19) met with MB reviewed case, approved to proceed with abatement. File to JR to process PO.

February 07, 2012 **ADMINSTRATIVE**

PO requested. Pending MB approval

February 13, 2012 **BID AWARDED TO CONTRACTOR**

Award letter sent to Lunas. Pending start date.

February 13, 2012 **VIDEO REQUEST**

Before video requested from #21

February 14, 2012 **PRE-ABATEMENT VIDEO**

21)pre photos in f drive- tonys

February 14, 2012 **Insp#: 1217533**

21)PRE PHOTOS IN F DRIVE- TONYS: building open/ accessible- doors and windows. high grass/weeds,loose debris. 2 non permitted sheds in rear- dilapidated. refer for contractor abatement 2/15

March 08, 2012 **VIDEO REQUEST**

After video requested from #21

March 19, 2012 **POST-ABATEMENT VIDEO**

21)contractor lunas had to reboard- not to clv specs. post photos in f drive tonys.

March 19, 2012 **Insp#: 1234260**

21)contractor , lunas had to reboard not to clv specs. photos in f drive tonys: property clean, secured to specs, shed removed..close

March 20, 2012 **ADMINSTRATIVE**

Recorded & scanned invoice. File given to #19

March 21, 2012 **OFFICER NOTE**

34) 10 Day Notice Before Abatement that was mailed to sewer address on 1-9-12 returned. Writing on envelope reads deceased return to sender. Scanned into EB.

April 12, 2012 **CITY COUNCIL AGENDA PREP**

19) Received closed file today for review.

April 16, 2012 **CITY COUNCIL AGENDA PREP**

19) File prepared for Council Agenda, file to LD

APN 162-08-111-025

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **KEITH L. & MARVIS F. FULTON**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-08-111-025**
Commonly known as: **3113 Alcoa Avenue**
Legal Description: **RICHFIELD VILLAGE UNIT #2A**
PLAT BOOK 6 PAGE 15
LOT 21 BLOCK 5

On **March 19, 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 **$2,249.00** 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 **May 16, 2012** ordered the above Actual Cost in the amount of **$2,249.00**, 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 **November 24, 2012**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
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 #107279

APN 162-08-111-025

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **KEITH L. & MARVIS F. FULTON**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-08-111-025**
Commonly known as: **3113 Alcoa Avenue**
Legal Description: **RICHFIELD VILLAGE UNIT #2A**
PLAT BOOK 6 PAGE 15
LOT 21 BLOCK 5

On **March 19, 2012**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$19,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **May 16, 2012** 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 _____, 2012

_____
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 #107279

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

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 5308 Del Rey Avenue for fees in the amount of $2,163.50 (General Fund) and assess a maximum of $19,500 in daily and failed inspection civil penalties for a total of $21,663.50. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O STANFIELD FAMILY TRUST - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,163.50
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Building and Safety hired Blast Janitorial Services to board all open doors and windows, remove Dodge van on driveway, remove all trash, debris, dead vegetation, high grass and weeds, and apply herbicide. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $63,400.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,250 invoice for Blast Janitorial Services, $187.50 administrative fee, and $726 in reinspection fees (including late fees) for a total of $2,163.50 to be recorded immediately, and assess a maximum of $19,500 in daily civil penalties to be recorded on or after November 13, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 16, 2012
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 5308 Del Rey Avenue for fees in the amount of $2,163.50 (General Fund) and assess a maximum of $19,500 in daily and failed inspection civil penalties for a total of $21,663.50. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O STANFIELD FAMILY TRUST – Ward 1 (Tarkanian)

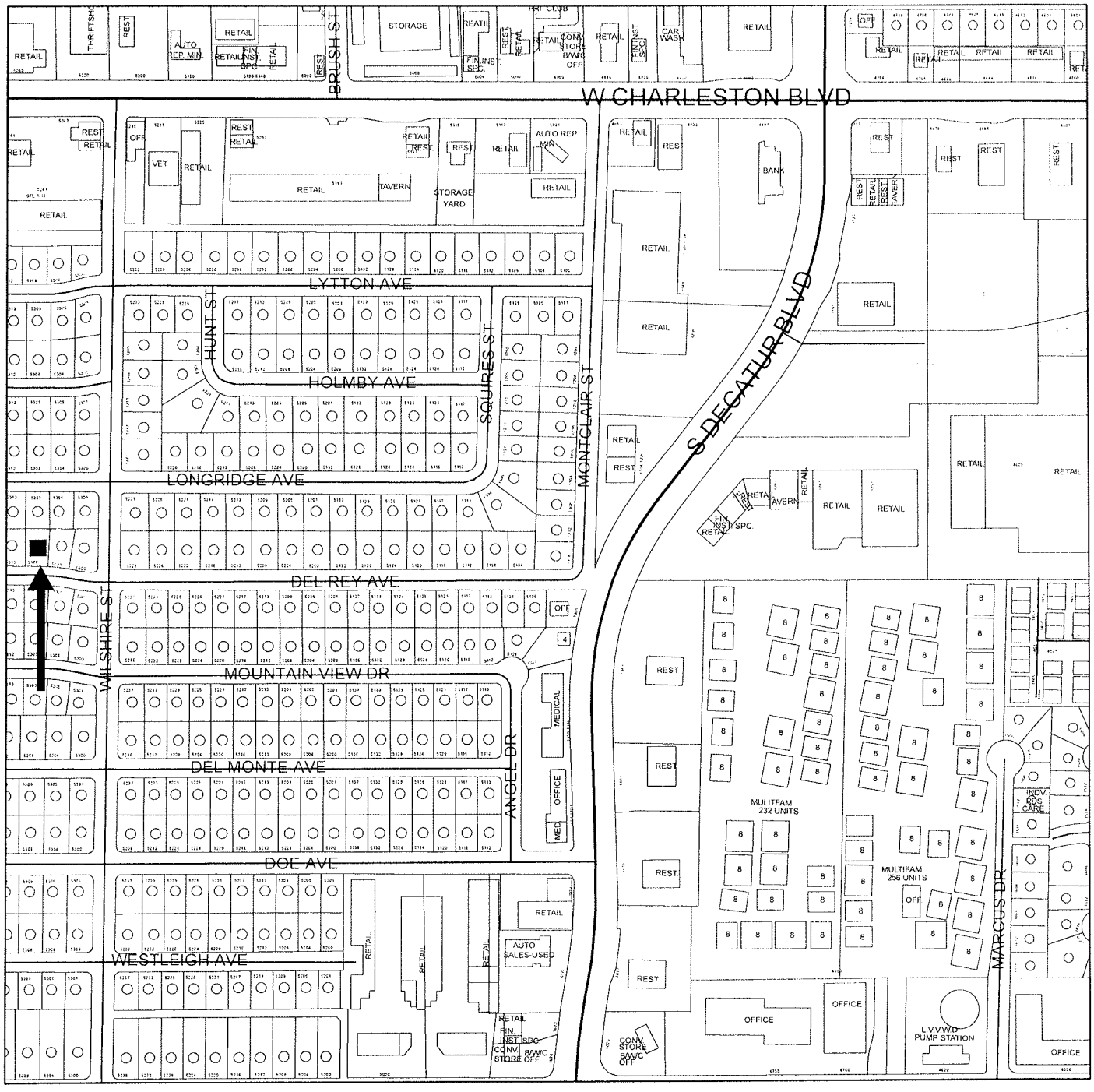
Blast Janitorial Services completed work on March 19, 2012 at a cost of $1,250. In addition, $726 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $2,163.50 in out-of-pocket expenses.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under Las Vegas Municipal Code Title 9 Health & 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.

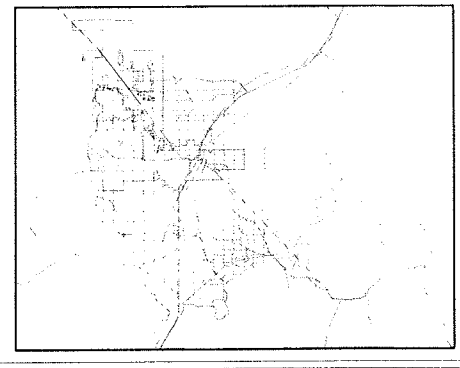
5308 DEL REY AVENUE
CROSS STREETS - CHARLESTON//DECATUR

City of Las Vegas Vicinity Map



N

0 220 440 880 Feet

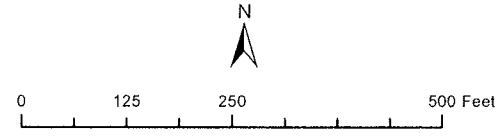


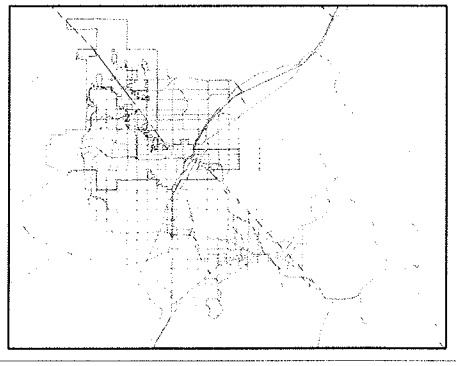
GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

5308 DEL REY AVENUE
CROSS STREETS - CHARLESTON//DECATUR

City of Las Vegas Vicinity Map





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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: April 26, 2012

Re: Report of Expenses for the abatement of nuisance located at 5308 Del Rey Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing Dodge van on driveway, removing all trash, debris, dead vegetation , high grass and weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on March 19, 2012 at a cost of $1,250.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$450.00
Remove all trash and debris.	$150.00
Remove all high grass and weeds, and apply herbicide.	$250.00
Remove dead vegetation all areas of the property.	$200.00
Remove Dodge van on driveway.	$200.00
AMOUNT DUE:	$1,250.00
Administrative Processing Fee:	$187.50
Sub-Total:	$1,437.50
Reinspection Fees (w/late fees):	$726.00
TOTAL AMOUNT DUE:	**$2,163.50**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,500.00**
MAXIMUM TOTAL:	**$21,663.50**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O STANFIELD FAMILY TRUST
PROPERTY ABATED:	5308 DEL REY AVENUE
	Las Vegas, NV 89146
ASSESSOR PARCEL:	163-01-514-013
LEGAL DESCRIPTION:	CHARLESTON HILLS UNIT #2
	PLAT BOOK 8 PAGE 69
	LOT 18 BLOCK 4

MWB:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-868-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
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.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

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

MAY 16, 2012

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, MAY 16, 2012,** 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 **5308 Del Rey Avenue – Case No. 107117**. The Director of Building and Safety certifies that the sum of **$2,163.50** was expended and Civil Penalties in the sum of **$19,500.00** may be imposed for a total of **$21,663.50**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O STANFIELD FAMILY TRUST – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
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 # 107117

5308 DEL REY AVE - Map # 02521-27 Parcel 16301514013

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
5308 DEL REY AVE
LAS VEGAS, NV 89146-1306

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: My neighbor observered three young hispanic males exiting 5308 del rey ave on the morning of Oct.19,2011 at about 7 am and entering 5304 del rey ave. next door to this vacant home. This home has been vacant for nearly 2 years. This is being used for parties because you can here load music coming out of this location. I reported this activity a couple of weeks ago. Is there anything that can be done about secureing this resident.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: October 24, 2011

Ward: 1

Date Case Resolved: March 27, 2012

Source: WEB

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403
10/25/11 OPEN All windows and doors must remain secure
Secure all structures to City of Las Vegas specifications.

AN-003: 9.04.010 (4) REFUSE & WASTE
10/25/11 OPEN All yards
Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
10/25/11 OPEN All yards
Remove all high grass or weeds from all visible areas of property and maintain.

AN-007: 9.04.010(7)(B) DEAD VEGETATION
10/25/11 OPEN All yards
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

AZ1-7A237: 19.12.010(1)RES VEH STORAGE
10/25/11 OPEN driveway
all vehicles must be parked on paved surface and must be operable start /run all tires inflated. currently dodge van nv585pmw partially on driveway
11/8/11 OPEN driveway
all vehicles must be parked on paved surface and must be operable start /run all tires inflated. currently dodge van nv585pmw partially on driveway

Chronology of Events:

October 25, 2011 **Insp#: 1192507**

35)Property appears vacant, front door and windows are closed and appear secure. The gates to the rear yards are padlocked so I can't get into the back yard to check but there is refuse, dead vegetation and weeds in side and rear yards. Front yard is pretty clean and cut. There is a van in the driveway on flats with expired plates. I took photos and will ask 19 if she wants to go to Notice and Order for the refuse and weeds, dead vegetation. Partial pass today and will research as owner is deceased. Call back 11/8

November 01, 2011 **RESEARCH**

35)No MERS information found. Sewer has Dennis Creason at 5308 for the mailing adress. 702-878-9275. One lien in sewer filed. Recoreder has no default but 7 liens by Republic Services and City of Las Vegas from 2008-2010.

November 01, 2011 **PHONE CALL**

35)Called number 878-9275 from sewer screen but it is not in service per recording.

November 01, 2011 **NOTICE AND ORDER REQUEST**

35)Prepare and process Notice and Order and submit for review and approval

November 07, 2011 **NOTICE AND ORDER PROCESSING**

21)refer posting to 35 ..mailings done

November 07, 2011 **Insp#: 1192985**

35)Posted Notice and Order on garage door. All violations remain. First fail today, call back 11/21

November 15, 2011 **RECORDED DOCUMENT**

Ld) Recorded N&O dated 11/3/11

November 21, 2011 **BID REQUEST BY OFFICER**

35)Prepared bid sheet, forwarded to 21 for reivew.

November 21, 2011 **BID REQUEST BY OFFICER**

21)refer file to office staff JR for bids to secure all openings and cut high veg.

November 21, 2011 **Insp#: 1197926**

35)Violations of weeds, refuse remain. Notice still posted on garage. I will forward for bids. $120 today.

November 22, 2011 **BID PREPERATION**

Bid prep.

November 22, 2011 **BID REQUEST SENT**

RFQ sent to contractors. Bids due 11/28

November 29, 2011 **BID RECEIVED**

Recorded & scanned bid received: 1)Blast=$1250.

November 29, 2011 **ADMINSTRATIVE**

Bid approval given to #21.

November 29, 2011 **10 DAY NOTICE PROCESSING**

10 day letter sent. File given to #35 for posting.

November 29, 2011 **10 DAY BEFORE ABATEMENT NOTICE**

November 30, 2011 **Insp#: 1202847**

35)Posted 10 day notice before abatement. All violations remain. $180 + $150 today

December 14, 2011 **RESEARCH**

35)Cheked recorder, no default or election to sell, only liens and our Notice and Order. Assessor still has same owner. Per complainant owners are deceased. No informaiton in Secretaty of State for Stanfield Family Trust. Taxes not being paid, Clark County Treasurer listed as Trustee.

December 14, 2011 **PROCEED WITH ABATEMENT**

35)Forwarding to 19 to proceed with abatement.

December 14, 2011 **Insp#: 1206143**

35)Property still vacant. Van remains in driveway and weeds, dead vegetation and refuse remain in front, sides and rear yards. Still no access to rear yard. Unable to verify if it is open in the rear but the front seems secure. Took photos. $180 + $300 today. I will forwrd to 19 to proceed with abatement if research shows no change in ownership,

February 01, 2012 **DMV INFORMATION INQ & REPORT**

19) looked for records affiliated with this address to locate heir, searched Laura Stanfield, George Stanfield, Opal Stanfield, Dennis J. Creason. None found.

February 01, 2012 **RESEARCH**

19) Searched for recorded trust, none found. Checked internet for any of the following individuals- Dennis Creason, O.L. Stanfield, Laura Stanfield, George Stanfield. Per People Smart all are dead. Can find no other persons associated with this property. Also checked DMV records, no vehicles associated with any individuals at this addres.

February 06, 2012 **PROCEED WITH ABATEMENT**

19) met with MB reviewed case, approved to proceed with abatement. File to JR to process PO.

February 07, 2012 **ADMINSTRATIVE**

po requested. Pending MB approval

February 13, 2012 **BID AWARDED TO CONTRACTOR**

Award letter sent to contractor. Pending start date.

February 13, 2012 **VIDEO REQUEST**

Before video request from #21

February 14, 2012 **Insp#: 1211651**

21)photos in f drive- tonys:buiding open/ accessible doors and windows.high grass weeds, loose debris. dodge van now gone. refer for contractor abatement. 2/15

February 15, 2012 **PRE-ABATEMENT VIDEO**

21)pre photos f drive- tonys

March 19, 2012 **VIDEO REQUEST**

After video requested from #21

March 21, 2012 **POST-ABATEMENT VIDEO**

21)POST PHOTOS IN F DRIVE -TONYS

March 21, 2012 **Insp#: 1234271**

21)post photos f drice- tonys: property now secure all yards clean,van now longer on property. weeds cut/ close

March 27, 2012 **ADMINSTRATIVE**

Recorded & scanned invoice. File given to #19

APN 163-01-514-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O STANFIELD FAMILY TRUST
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **163-01-514-013**
Commonly known as: **5308 Del Rey Avenue**
Legal Description: **CHARLESTON HILLS UNIT #2**
PLAT BOOK 8 PAGE 69
LOT 18 BLOCK 4

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Expenses costs and fees ("Actual Cost") in the amount of **$2,163.50** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$19,500.00** 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 **May 16, 2012** ordered the above Actual Cost in the amount of **$2,163.50**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$19,500.00** be assessed against the property by recording a Lien of Assessment on or after **November 13, 2012**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
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 #107117

APN 163-01-514-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O STANFIELD FAMILY TRUST
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **163-01-514-013**
Commonly known as: **5308 Del Rey Avenue**
Legal Description: **CHARLESTON HILLS UNIT #2**
PLAT BOOK 8 PAGE 69
LOT 18 BLOCK 4

On **March 19, 2012**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$19,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **May 16, 2012** ordered the above charges in the amount of **$19,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
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 #107117

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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 221 Samantha Street for fees in the amount of $2,203 (General Fund) and assess a maximum of $19,500 in daily and failed inspection civil penalties for a total of $21,703. PROPERTY OWNER: OPAL SPENCER - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,203
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 remove all obstructions and overgrown vegetation blocking the public sidewalk, trim all trees on the property to create a clear walkway from front door to front gate, remove all trash, debris, dead vegetation, dead tree limbs, high grass and weeds, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $41,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $940 invoice for Weaver Construction, $141 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $2,203 to be recorded immediately, and assess a maximum of $19,500 in daily civil penalties to be recorded on or after October 28, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 16, 2012
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 221 Samantha Street for fees in the amount of $2,203 (General Fund) and assess a maximum of $19,500 in daily and failed inspection civil penalties for a total of $21,703.
PROPERTY OWNER: OPAL SPENCER – Ward 3 (Coffin)

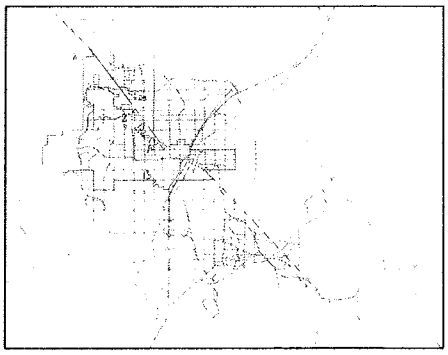
Weaver Construction completed work on March 27, 2012 at a cost of $940. In addition, $1,122 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $2,203 in out-of-pocket expenses.

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 & 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.

221 SAMANTHA STREET
CROSS STREETS - MARION//STEWART

City of Las Vegas Vicinity Map

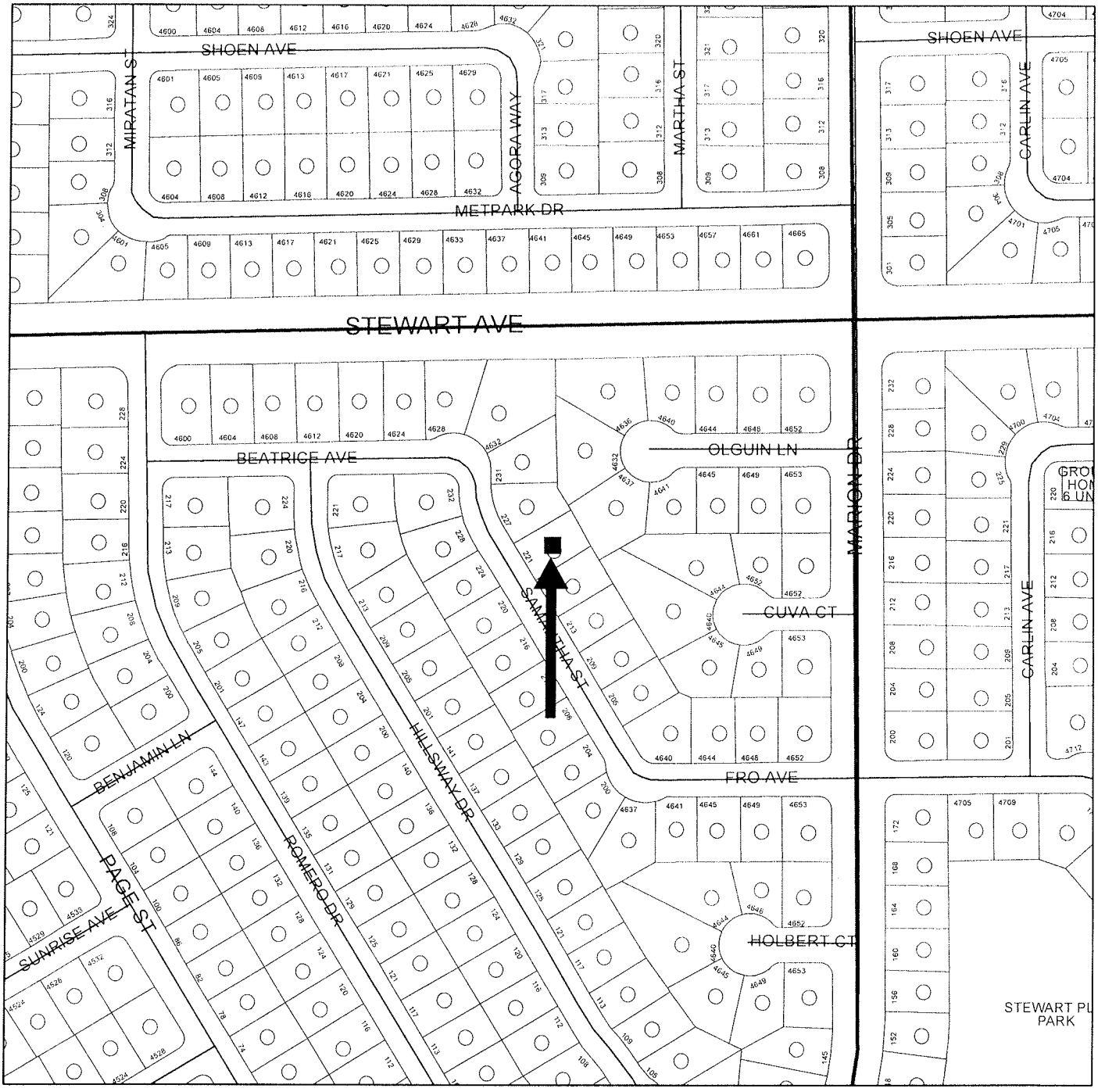


GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

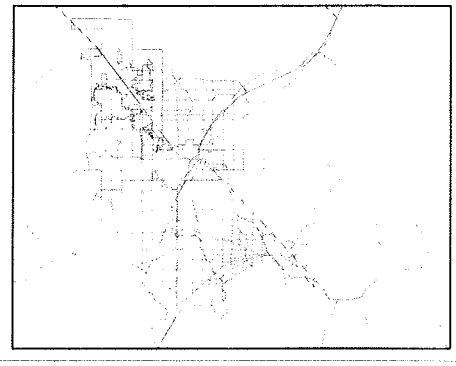
221 SAMANTHA STREET
CROSS STREETS - MARION//STEWART

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: April 26, 2012

Re: Report of Expenses for the abatement of nuisance located at 221 Samantha Street - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all obstructions and overgrown vegetation blocking public sidewalk, trimming all trees on the property to create a clear walkway from front door to front gate, removing all trash, debris, dead vegetation, dead tree limbs, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on March 27, 2012 at a cost of $940.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash, debris, loose trash, dead tree limbs, and dead vegetation.	$490.00
Remove all high grass and weeds, and apply herbicide.	$270.00
Remove all obstructions blocking public sidewalk, overgrown vegetation.	$90.00
Trim all trees on property to create a clear walkway from front door to front gate.	$90.00
AMOUNT DUE:	$940.00
Administrative Processing Fee:	$141.00
Sub-Total:	$1,081.00
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$2,203.00**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,500.00**
MAXIMUM TOTAL:	**$21,703.00**
OWNER OF RECORD	OPAL SPENCER
PROPERTY ABATED:	221 Samantha Street
	Las Vegas, NV 89110
ASSESSOR PARCEL:	140-32-312-027
LEGAL DESCRIPTION:	STEWART PLACE UNIT #4
	PLAT BOOK 20 PAGE 69
	LOT 27 BLOCK 5

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

MAY 16, 2012

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, MAY 16, 2012,** 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 **221 Samantha Street – Case No. 105337**. The Director of Building and Safety certifies that the sum of **$2,203.00** was expended and Civil Penalties in the sum of **$19,500.00** may be imposed for a total of **$21,703.00**. Owner of record at time of abatement: **OPAL SPENCER – 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 # 105337

221 SAMANTHA ST - Map # 02429-64 Parcel 14032312027

Owner Information:

SPENCER OPAL
221 SAMANTHA ST
LAS VEGAS, NV 89110-4638

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: This property has a high amount of vegetation that is now invading the sidewalk. the owner has been notified by code enforcement in the past and the situation has not changed.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: August 31, 2011

Ward: 3

Date Case Resolved: March 27, 2012

Source: WEB

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		
9/3/11	COMPLIED 03/27/12	FRONT YARD AND DRIVEWAY
REMOVE ALL VISIBLE REFUSE/WASTE FROM ALL YARDS AND DRIVEWAY		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
9/3/11	OPEN	ALL YARDS
CUT AND REMOVE HIGH WEEDS		
AO-002: 13.32.020 STRUCTURAL OBSTRUCT		
9/3/11	OPEN	OVER SIDEWALK
CUT/TRIM OVERGROWN TREE THAT IS OBSTRUCTING SIDEWALK		

Chronology of Events:

September 03, 2011 **Insp#: 1171488**

26) Observed overgrown tree that is obstructing passage on sidewalk, high weeds in all yards and refuse/waste on driveway and in yard. Knocked door-no answer, attached cn to front door, cb 9-14

September 03, 2011 **CORRECTION NOTICE ISSUED**

September 14, 2011 **Insp#: 1173031**

17) Pix, assess fee, all violations still exist. cn2 posted, cb 9/20

September 14, 2011 **CORRECTION NOTICE ISSUED**

October 11, 2011 **Insp#: 1177008**

17) NO change switch to N&O, Pix.

October 12, 2011 **NOTICE AND ORDER REQUEST**

17) Per NVE, occupant is Joseph Brook. Residence is not in foreclosure, liens recently released, last legal doc was a rescission. N&O to 21

October 18, 2011 **NOTICE AND ORDER PROCESSING**

21) refer file to 17 for posting mailing done

October 18, 2011 **NOTICE AND ORDER ISSUED**

October 18, 2011 **Insp#: 1187300**

17) Posted N&O, no resoponse at door. Unknown if residence is occupied but notices are removed. No vehicles on or around proeprty. Per NVE, power is in name of Joseph Brooks, but nothing else to indicate not owner occupied. cb 10 days.

October 27, 2011 **RECORDED DOCUMENT**

Ld) Recorded N&O dated 10/18/11

November 08, 2011 **Insp#: 1190317**

17) No change, new photos, proceed with abatement.

November 09, 2011 **RESEARCH**

17) Owner of record, Opal Spencer died over a year ago and house is in probate. I spoke with her daughter, Sylvia Krause , 451-8191, who stated that she believed resident was occupied by Joseph Brook but she had no contact with him nor could she provide additional information. She could not confirm if Joseph lived there.

November 09, 2011 **PROCEED WITH ABATEMENT**

17) To 21 with new photo. Per recorder, no indication that property is in foreclosure.

November 09, 2011 **BID REQUEST BY OFFICER**

21)REFER FILE TO OFFICE STAFF JR FOR BIDS TO ABATE

November 09, 2011 **BID PREPERATION**

Bid prep.

November 09, 2011 **BID REQUEST SENT**

RFQ sent to contractors. Bids due 11-15

November 22, 2011 **BID RECEIVED**

Recorded & Scanned bid received: 1)Weaver=$940

November 22, 2011 **10 DAY NOTICE PROCESSING**

10 day sent. File given to #17 for posting.

November 22, 2011 **10 DAY BEFORE ABATEMENT NOTICE**

November 23, 2011 **Insp#: 1198456**

17) 10-day posted, no change in condition.

December 07, 2011 **CORRESPONDENCE RECEIVED/SENT**

17) To 21 with new photos to award bid. No change in ownership, residence is not in foreclosure. Per Recorder rescision date is 4/26/11.

December 07, 2011 **Insp#: 1204493**

17) Pix, no change, award bid. No change in condition. Postings keep being removed, but still no response at door. refer file to 19

January 04, 2012 **Insp#: 1208973**

17) No change in condition, case referred to 19 last month,Complainant inquired as to status and I told him, was under final review. He said he does not believe residence is occuipied, however he thinks dogs are inside and resident comes by every few weeks to monitor. He also stated resdence has been in this condition for over one year.

January 18, 2012	**CORRESPONDENCE RECEIVED/SENT**	
	17) Certified mail returned from owner: Unable to forward - vacant.	
February 01, 2012	**ADMINSTRATIVE**	
	19) Per City Attorney copy of notice and order needs to be sent to daughter. Found her address: Sylvia Krause at 3481 Biela Av., Las Vegas, NV 89120. Copy mailed today.	
March 14, 2012	**PROCEED WITH ABATEMENT**	
	19) File reviewed with MB approved to move forward with abatement.	
March 19, 2012	**BID AWARDED TO CONTRACTOR**	
	Award letter faxed to Weaver. Pending start date.	
March 20, 2012	**VIDEO REQUEST**	
	Video request from #21	
March 21, 2012	**Insp#: 1218257**	
	21)photos in f drive- tonys: property secure. overgrown vegetaion into prow. misc litter, hosehold items near front door. refer for contractor abatement./weaver	
March 21, 2012	**Insp#: 1247508**	
	21)photos in f drive tonys- property secure, overgrown vegetation on front yard and growing into prow. minor litter,debris frontyard. refer for contractor abatement- weaver.	
March 22, 2012	**PRE-ABATEMENT VIDEO**	
	21)photos in f drive- tonys	
March 26, 2012	**VIDEO REQUEST**	
	After video requested from #21	
March 27, 2012	**POST-ABATEMENT VIDEO**	
	21)PHOTOS IN F DRIVE- TONYS	
March 27, 2012	**Insp#: 1248509**	
	21)photos in f drive- tonys: contractor abated frontyard only, removed overgrown vegetation from prow and all litter debris from front door area and front yard. close	
March 28, 2012	**ADMINSTRATIVE**	
	Recorded & scanned invoice received. File given to #19	

APN 140-32-312-027

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **OPAL SPENCER**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-32-312-027**
Commonly known as: **221 Samantha Street**
Legal Description: **STEWART PLACE UNIT #4**
PLAT BOOK 20 PAGE 69
LOT 27 BLOCK 5

On **March 27, 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 **$2,203** 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 **May 16, 2012** ordered the above Actual Cost in the amount of **$2,203**, 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 **October 28, 2012**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
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 #105337

APN 140-32-312-027

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **OPAL SPENCER**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-32-312-027**
Commonly known as: **221 Samantha Street**
Legal Description: **STEWART PLACE UNIT #4**
PLAT BOOK 20 PAGE 69
LOT 27 BLOCK 5

On **March 27, 2012**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

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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
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
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 #105337

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,346.75 in out of pocket costs, $1,950 in failed inspection civil penalties and $31,550 in daily civil penalties for a total of $35,846.75 recorded against the property located at 1737 Canosa Avenue. PROPERTY OWNER: FANNIE MAE - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
Today's hearing is a request from Ann Niles, agent for Fannie Mae, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on May 4, 2011. There was one abatement action conducted on this property November 9, 2010. The lien was recorded at Clark County Recorder's Office on May 11, 2011 for $2,346.75 in out of pocket costs, $1,950 in failed inspection civil penalties, and $31,550 in daily civil penalties for a total of $35,846.75. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated April 19, 2012 from Ann Niles, agent for Fannie Mae, requesting the fees and civil penalties be waived.

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. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 16, 2012
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,346.75 in out of pocket costs, $1,950 in failed inspection civil penalties and $31,550 in daily civil penalties for a total of $35,846.75 recorded against the property located at 1737 Canosa Avenue.
PROPERTY OWNER: FANNIE MAE – Ward 3 (Coffin)

Today's hearing is a request from Ann Niles, agent for Fannie Mae, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on May 4, 2011. There was one abatement action conducted on this property November 9, 2010. The lien was recorded at Clark County Recorder's Office on May 11, 2011 for $2,346.75 in out of pocket costs, $1,950 in failed inspection civil penalties, and $31,550 in daily civil penalties for a total of $35,846.75. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated April 19, 2012 from Ann Niles, agent for Fannie Mae, requesting the fees and civil penalties be waived. To date, no payments have been made.

91579

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

Please type and/or print
Submit only one signed original

Date of Application: 4/19/12

Location and/or address of subject property:

Nearest major intersection: E St. Louis x S Eastern

Street Address: 1737 Carosa Ave Las Vegas NV 89104

Parcel Number: 162-02-712-086

Applicant's Address/Contact Information:
Name: Fannie Mae
(please check the following the applies)
☒ Owner ☐ Purchaser ☐ Agent ☐ Other *(explain)*
Street Address/PO Box: 2020 Main Street
City: Irvine State: CA Zip Code: 92614
Phone No: 949 930 0906 E-mail: Ann_A_Niles@fanniemae.com Fax No: 240 699 3741

Property Owner's Address/Contact Information: (if different from applicant):
Name: Fannie Mae
Street Address/PO Box: Above
City: Above State: Zip Code:
Phone No: Above E-mail: Above Fax No:

Amount of City of Las Vegas Lien on the Property: $ $35,927.67

Amount requested to be considered for waiving and/or reduced? $ To be Discussed

Signature of Applicant: Ann Niles Date: 4/23/12

Signature of Owner: Ann Niles, Assistant Vice President, Fannie Mae Date:

For Office Use Only:
Council Ward: 3 ; Case/File Number: 91579 Council Action date of Lien: 5-4-11

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

Fannie Mae acquired this property through foreclosure on 3/2/2011. The servicer is JP Morgan Chase
The fees that are assessed on this property start date is 7/7/2010. Which at that time, up until foreclosure was not Fannie Mae's property. (attached) Property was previously serviced as indicated above by JP Morgan Chase

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

Property was reported vacant as indicated by our sales agent, Trish Nash on 3/10/11. This property was re-keyed and notification was given to our Property Preservation Company. As of 3/10/11, our property preservation company completed their services, this includes:
Winterization of property
Removal of any debris (this was found in the interior)
Lawn cut and trim, monthly
Sales Clean (inside) monthly
Board up of any broken windows or doors
Place missing bulbs
Smoke Detectors
Safety Hazard

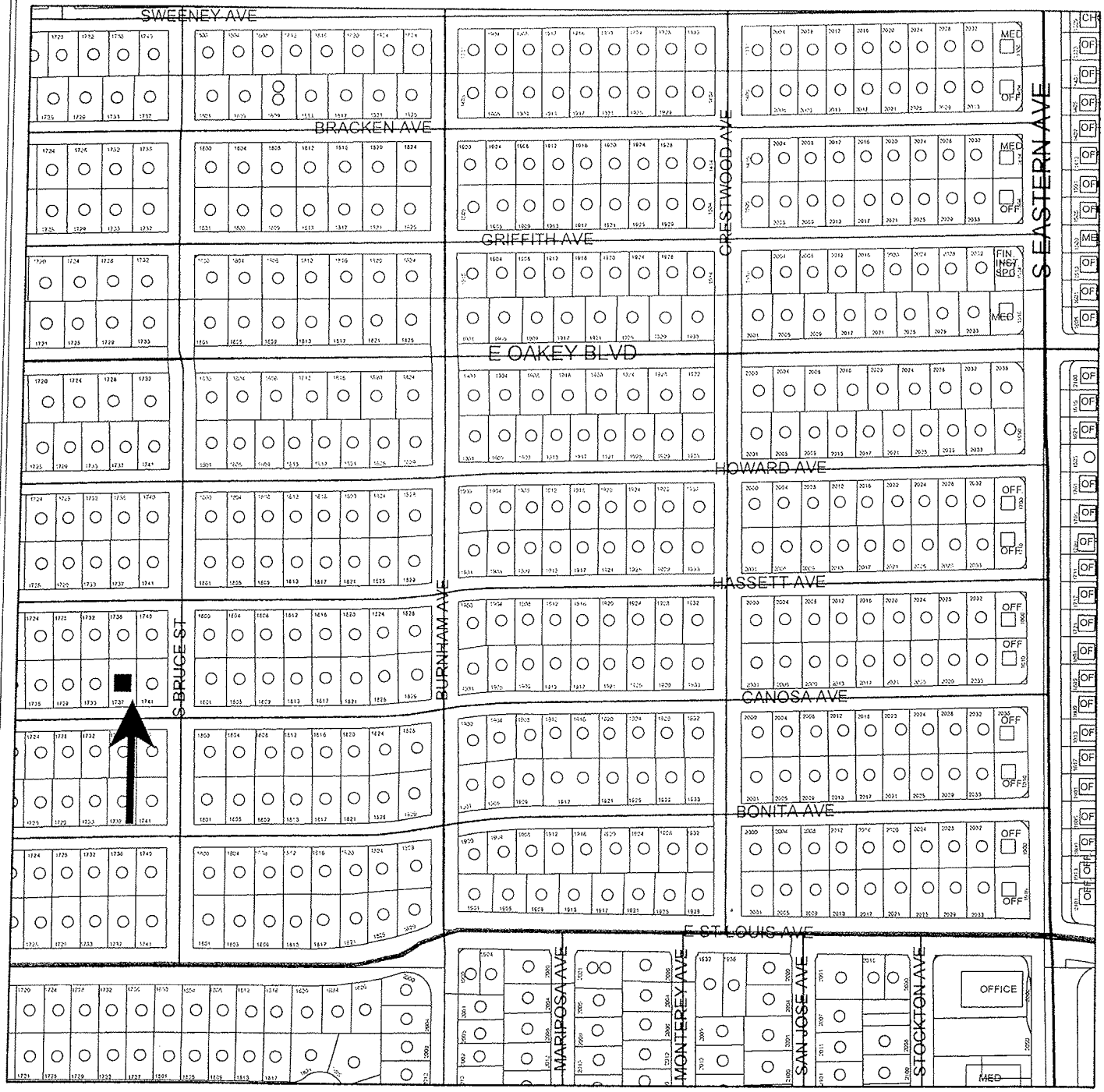
Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

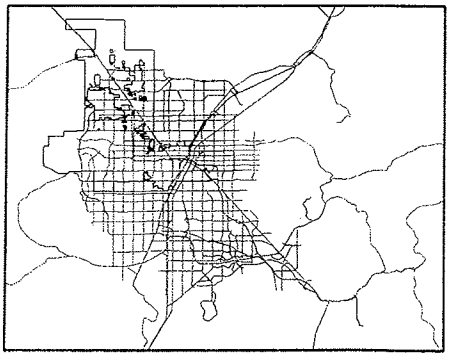
Repairs completed on property 3/23/11:
New Front door (this was previously boarded up)
Appliances: Stove/Microwave hood, Garbage Disposal, Dishwasher
Copper was replace around water heater that was previously stolen

Property was listed for $57,000 2/23/12, Fannie Mae received an offer of $57,000 3/1/12. We are presently under contract.

1737 CANOSA 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

1737 CANOSA AVENUE
CROSS STREETS - EASTERN//OAKEY

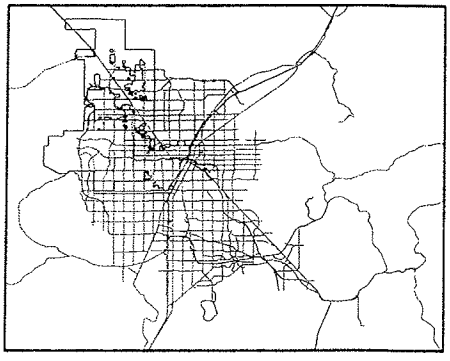
City of Las Vegas Vicinity Map

N

0 70 140 280 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



Consideration of Waiving Fees and/or Penalties
Information Sheet

Ward- 3 Coffin

Address: 1737 Canosa Av. **Description: SFR/Vacant**

Main Cross Streets: Oakey & Eastern

Requested By: Ann Niles, Representative of Fannie Mae

Foreclosure: No

Current Ownership: Fannie Mae Since: 9/8/11

Ownership at time of Abatement: Jeffrey Williams

Registration Status:
Meets Registration Req. Yes___ No_X_
Registered: Yes___ No___
Lender Notified: Yes___ No__

Case Opened: 6/7/2010

Notice & Order Issued: 8/25/2010 **Certified Mail** Owner

Case Closed: 11/10/2010 **Signed By:** Agent

Abatement Completed: 11/5/2010 Returned X

Abatement of: Removal of dead/high vegetation, refuse and waste from all exterior areas of property and removal of shed/accessory buildings.

# of Completed Inspections: Total (8) ; Failed (7); (1) Passed

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT COST	$1,065.00	$0.00	$1,065.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatement Contract Price)	$159.75	$0.00	$159.75
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:	$2,346.75	$0.00	**$2,346.75**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 lst Failure; $300 2nd Failure; $500 Each Failure Thereafter)	$1,950.00	$0.00	$1,950.00
DAILY CIVIL PENALTIES ($500 Per Day From Notice of Violation until Award of Abatement Contract)	$31,550.00	$0.00	$31,550.00
TOTAL LATE FEES & CIVIL PENALTIES	$33,500.00	$0.00	**$33,500.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$35,846.75**

Approved by City Council on: 5/4/2011

Property Value Per Zillow.com: $58,300.00 **As of: 4/25/2012**

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	$2,346.75
10% of Failed Inspection Civil Penalties	$195.00
10% of Civil Penalties	$3,155.00
Total	**$5,696.75**

Request all costs be paid within 30 days or original amount remains due.

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

MAY 16, 2012

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, MAY 16, 2012,** 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 **1737 Canosa Avenue – Case No. 91579.** The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$35,846.75** were imposed. Owner of record: **FANNIE MAE – 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 Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
Hearing for possible action to consider the appeal regarding the Nuisance Notice and Order to comply for the property located at 2301 Palomino Lane. PROPERTY OWNERS: LESLIE MARK & SARAH S. STOVALL - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code Title 9 Chapter 9.04, for violations of Municipal Code Chapter 16.02 Administrative Code (Uniform Administrative Code Section 302.2 – Permits Required) and Title 19 Chapter 19.16.100 Site Development Plan. A Nuisance Notice and Order to comply was mailed certified mail-return receipt requested to the property owners to correct the public nuisances. A copy of the Notice and Order was also posted on the property. Today's hearing is to consider an appeal to the Notice and Order to comply filed by Justin Patrick Stovall, Esq. on behalf of Leslie M. & Sarah S. Stovall, owners of the subject property and responsible parties.

RECOMMENDATION:
Staff recommends that the appeal be DENIED.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Staff Report
3. Appeal letter from Stovall & Associates dated March 26, 2012
4. Notification Letter to Appellant

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: BUILDING & SAFETY
ITEM DESCRIPTION: APPEAL OF JUSTIN PATRICK STOVALL, ESQ ON BEHALF OF LESLIE M. STOVALL AND SARAH S. STOVALL (PROPERTY OWNERS: 2301 PALOMINO LANE)

APPELLANT REQUEST

In a letter dated March 26, 2012 to the City Clerk from Mr. Justin Patrick Stovall, Esq. representing property owners Leslie M. and Sarah S. Stovall, Mr. Stovall is appealing a Notice and Order issued to his clients for violations of the Las Vegas Municipal Code at 2301 Palomino Lane (See attached Appeal Letter of Justin Patrick Stovall of March 26, 2012).

EXECUTIVE SUMMARY

This appeal involves the property identified as 2301 Palomino Lane (APN 139-32-802-008) which is located at the southwest corner of Rancho Drive and Palomino Lane. This 0.5-acre parcel is rectangular in shape with approximately 180 feet of frontage along Rancho Drive and 108 feet of frontage along Palomino Lane. Vehicle access to the property is provided by a semi-circular driveway with ingress/egress off of Rancho Drive and Palomino Lane.

In 2000, the property owner at that time, Stephen Morris, negotiated the sale of the property to the Better Business Bureau of Southern Nevada subject to approval of a General Plan Amendment (GPA-0023-00) and a Zone Change (Z-0077-00) from R-E (Residential Estates) to P-R (Professional Office and Parking). At that time, a 3,341 square foot single-family dwelling existed on the property.

On December 20, 2000, the City Council granted Site Development Plan Review (SDR) approval for the property. Condition #3 of that approval provided that "Access to the site from Palomino Lane shall be prohibited." In addition, Condition #6 of that approval provided that "The landscape plan and site plan shall be amended to remove the driveway from Palomino Way (sic) to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials." **(**Attachment A – Pages 7-9 of the Staff Report). The property was subsequently sold to Leslie M. and Sarah S. Stovall on December 22, 2010.

On July 11, 2011, Code Enforcement received a complaint that the driveway ingress/egress on Palomino Lane was being used for vehicular access to the site in non-compliance with SDR conditions #3 and #6 (Attachment B – Page 11 of the Staff Report). On August 1, 2011 an inspection of the site indicated that there was driveway access to the site from Palomino Lane; however, a wrought-iron gate at the entry to the driveway was in the closed position. Photographs of the driveway were taken and are in Attachment C – Pages 13-14 of the Staff Report. A Correction Notice was issued to require compliance with SDR conditions #3 and #6 (Attachment D – Pages 16-17 of the Staff Report).

Planning staff has advised that in order to provide time for the Better Business Bureau to acquire sufficient funds to remove the driveway on Palomino Lane and install the curb and sidewalk, the Bureau was allowed to place large planters at the driveway entry off of Palomino Lane and to keep the driveway gate closed. In a telephone call to Ms. Michelle Shakir of the Better Business

Bureau of Southern Nevada on April 30, 2012, Ms Shakir advised Code Enforcement that the Bureau did not remove the driveway approach on Palomino Lane during the time that the Bureau owned the property, but rather kept the driveway gate at the Palomino Lane entry closed. The estimated cost for City Public Works crews to remove the Palomino Driveway and install the curb and sidewalk is $4,000.

On October 11, 2011, Off-site Construction Permit No. 43484 was issued to Stephen Douglas Construction to remove the pan-type driveway and install curb and sidewalk at 2301 Palomino Lane with the location of the work described as "On Palomino Ln. West of S. Ranch Dr. – 2301 Palomino Lane." (Attachment E – Page 19 of the Staff Report). To date, no work authorized by this permit has commenced.

During the investigation of this complaint, 6 site inspections were conducted. During those inspections, the Palomino Lane driveway gate was observed in the open position on 3 occasions and in the closed position on 3 occasions.

While conducting an inspection on December 1, 2011, on-going construction work was observed that requires building permits. Photographs of that work are in Attachment F – Pages 21-28 of the Staff Report. During follow-up inspections on December 8, 2011, it was determined that work without required permits had continued at the site. Photographs of the work observed on December 8, 2011 are in Attachment G – Pages 30-33 of the Staff Report. A 2nd Correction Notice was issued regarding non-compliance with the SDR conditions and the work without permits (Attachment H – Pages 35-37 of the Staff Report. A follow-up inspection on January 4, 2012, reveal that the non-permitted work had continued and photographs were taken. (Attachment I – Pages 39-41 of the Staff Report). On February 6, 2012, a mechanical permit was issued to replace 4 existing heating, ventilating and air-conditioning units at the property. No application has been received for the other work in progress that requires permits.

In a letter dated March 26, 2012, Justin Stovall filed an appeal of the requirement for building permits with Building & Safety Director Chris Knight (Attachment P – Pages 79-98 of the Staff Report). In a letter dated April 5, 2012 Mr. Knight denied the appeal regarding the requirement for building permits (Attachment S – Pages 124-127 of the Staff Report).

SUMMARY OF FEES AND PENALTIES

Date	Description	Amoun	Status
01/04/2012	Failed Inspection Fee	$120	Paid on 02/07/2012
01/18/2012	Failed Inspection Fee	$180	No Payment Received
01/18/2012	Failed Inspection Civil Penalty	$150	No Payment Received

** STAFF REPORT **

CASE SUMMARY AND DOCUMENTATION

1. On December 20, 2000, a Site Development Plan Review was approved by the City Council in conjunction with a rezoning from R-E (Residential Estates) to P-R (Professional Office and Parking) for the property located at 2301 Palomino located at the southwest corner of the intersection of Rancho Drive and Palomino Lane (Attachment A – Pages 7-9 of this report). This action was requested by the Better Business Bureau of Southern Nevada who was desirous of acquiring the property for the purposes of converting the existing single family dwelling on the property to professional offices.

   The Site Development Plan Review approval granted by the City Council contains the following conditions regarding access to the site from Palomino Lane:

   a. Condition 3. Access to the site from Palomino Lane shall be prohibited;
   b. Condition 6. The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

2. On July 11, 2011, Code Enforcement received a complaint that Site Development Plan Review approval conditions for the property at 2301 Palomino Lane were not being complied with regarding restricted access to the property from Palomino Lane (Attachment B – Page 11 of this report).

3. On August 1, 2011 an inspection of the site by Code Enforcement Officer Scott Slovis revealed that the building appears to be vacant and that there was a driveway from the property onto Palomino Lane. The gates at the driveway entry from Rancho Drive and Palomino Lane were closed and locked. Photographs of the driveway were taken (Attachment C – Pages 13-14 of this report) and a 1st Correction Notice was issued requiring the property to be brought into compliance with Conditions 3 and 6 by September 1, 2012 (Attachment D – Pages 16-17 of this report). A copy of the 1st Correction Notice was mailed to the property owner at 3216 W. Charleston Blvd. #B, Las Vegas, NV. A re-inspection was scheduled for September 1, 2011.

4. On August 2, 2011, Officer Slovis received a telephone call from Mr. Mike Iglinski who advised that he worked for the property owners and requested a copy of the letter advising of the SDR conditions. A copy of the letter was email to Mr. Iglinski at iglinski@lesstovall.com.

5. On August 17, 2011, Officer Slovis returned a telephone call from Lynn Peralta, a representative of Leslie Stovall, who asked questions about bringing the property into compliance with the SDR conditions and Officer Slovis advised that Planning Supervisor Andy Reed should be contacted regarding those questions.

6. On September 1, 2011, Officer Slovis spoke with Mr. Iglinski who advised he had spoken with Planning Manager Andy Reed and the property owner intends to bring the property into compliance.

7. On October 11, 2011, Off-site Construction Permit No. 43484 was issued to Stephen Douglas Construction to remove the pan-type driveway and install curb and sidewalk at 2301 Palomino Lane with the location of the work described as "On Palomino Ln. West of S. Ranch Dr. – 2301 Palomino Lane." (Attachment E – Page 19 of this report)

8. On November 3, 2011, Officer Scott Slovis arrived at the site and spoke with property owner Les Stovall and advised him of the need to remove the driveway approach on Palomino Lane and install curbing and sidewalk as authorized by the Off-site Permit and to submit a landscape plan as required by SDR condition #6. Mr. Stovall advised that he would have his assistant, Mike Iglinski, contact Officer Slovis with a timeline for bringing the property into compliance.

   Officer Slovis returned a telephone call from Mr. Iglilnski later that same day who advised that work would commence in the right-of-way on the driveway and an amended landscape and site plan would be submitted to the Planning Department in 60 days. Accordingly, Officer Slovis scheduled a re-inspection for January 3, 2012.

9. On November 21, 2011, a Code Enforcement Hotline complaint was received alleging that construction work was in progress and that concrete had been poured in violation of the ingress/egress limitations established in the SDR.

10. On November 22, 2011 a citizen's complaint was received alleging remodeling work was in progress at the site without required permits.

11. On November 23, 2011, Officer Slovis inspected the premises in response to the citizen's complaint received on November 21, 2011, concerning the pouring of concrete in violation of the SDR conditions. Officer Stovall did not observe any work in progress in the right-of-way. The gates at the driveway entry from Rancho Drive and Palomino Lane were closed and locked. Office Stovall did not observe any freshly-placed concrete on the exterior of the premises that was viewable from the sidewalk. Officer Stovall did observe a large dumpster on the east side of the site, but there was no construction debris in the dumpster and no construction workers were on site.

12. On December 1, 2011, Officer Slovis received a call from a City of Las Vegas Fire Inspector who stated he had observed work being done on stairs and drywall in the interior of the building and was asked to leave the premises. Officer Slovis visited the site and observed workers performing construction work in the interior of the building including drywall work, electrical work, and construction work occurring at the rear exterior of the buildings. The gates at the driveway entry from Rancho Drive and Palomino Lane were open. Officer Slovis took photographs of the work in progress (Attachment F – Pages 21-28 of this report).

13. On December 8, 2011, Officer Slovis and Code Enforcement Inspector Gregg Gallegos visited the site and observed construction work in progress in the interior of the building and took photographs (Attachment G – Pages 30-33 of this report). The driveway gate on Palomino Lane was in the open position. A 2nd Correction Notice advising of the requirement to obtain permits for work in progress and to comply with Conditions 3 and 6 of the SDR was posted on the site and given to property owner Leslie Stovall (Attachment H – Pages 35-37 of this report). Mr. Stovall asked the Code Enforcement personnel to leave the premises which they did. A copy of the 2nd Correction Notice was mailed to Mr. Leslie Stovall at 3216 W. Charleston Avenue Blvd., #B, Las Vegas, NV. A re-inspection of the premises was scheduled for January 3, 2012.

14. On January 4, 2012, Officer Slovis re-inspected the property and determined that the driveway to Palomino Lane had not been removed and accordingly, the property remained in non-compliance with Conditions 3 and 6 of the SDR. The gates at the driveway entry from Rancho Drive and Palomino Lane were closed and locked. In addition, additional work without required permits had been performed since the previous inspection. Photographs of the site were taken (Attachment I – Pages 39-41 of this report). Officer Slovis initiated the process to obtain supervisory approval for the issuance of a Notice and Order. A $120 Failed Inspection Fee was assessed.

15. On January 18, 2012 a Notice and Order was issued to Leslie & Sarah Stovall for failure to comply with SDR Conditions 3 and 6 and for failure to obtain required permits for work in progress (Attachment J – Pages 43-49 of this report). The Notice and Order was posted on the premises and mailed to the property owners via certified mail-return receipt requested. Photographs were taken of the open gate at the Palomino Lane driveway, the Notice and Order as posted on the building, and construction debris in the dumpster (Attachment K – Pages 51-52 of this report). A $180 Failed Inspection Fee and a $150 Failed Inspection Civil Penalty were assessed. In addition, due to the work in progress being performed on a commercial building without required permits, Officer Slovis notified the Contractors State Licensing Board.

16. On January 30, 2012, a letter from Justin Patrick Stovall, Esq. appealing the Notice and Order dated was received by the City Clerk. Mr. Patrick Stovall advised that he was representing Leslie M. Stovall and Sarah S. Stovall in this matter (Attachment L – Pages 54-62 of this report).

17. On February 6, 2012, a permit was issued to replace 4 existing heating, ventilating and air-conditioning units. No permits were obtained for the observed interior and exterior work in progress. (Attachment M – Pages 64 of this report)

18. In a letter dated February 7, 2012, from Code Enforcement Manager Michael Bouse to Patrick Stovall, Mr. Stovall was advised of the various appeal procedures applicable to the Notice and Order, to wit:

a. Appeal of building permit issues were to be made in writing to Mr. Chris Knight, Director of Building and Safety;
b. Appeal of Conditions 3 and 6 of the Site Development Review were to be made by completing the "Review of Condition(s) Submittal Requirements" and the "Pre-Application Conference Request" forms available on-line, and links to those documents were provided.
c. Appeal of the method of service of the Notice and Order, assessment of inspection fees and assessment of failed inspection civil penalties were to be made in writing to the City Clerk. (Attachment N – Pages 66-69 of this report)

19. In a letter dated March 15, 2012, from Code Enforcement Manager Michael Bouse to Mr. Justin Stovall, Mr. Stovall was advised that any appeals of the Notice and Order as stated in Mr. Bouse's February 7, 2012 letter must be submitted within 10 days of the date of the March 15, 2012 letter. (Attachment O – Pages 71-77 of this report)

20. In a letter dated March 26, 2012, from Mr. Justin Stovall to Building & Safety Director Chris Knight, Mr. Stovall appealed the provisions of the Noticed and Order pertaining to work without required permits. (Attachment P – Pages 79-98 of this report)

21. In a letter dated March 26, 2012, from Mr. Justin Stovall to Code Enforcement Manager Michael Bouse, Mr. Stovall requested the legal justification for requiring his clients to review and complete the "Review of Conditions(s) Submittal Requirements and the "Pre-Application Conference Request" as stated in Mr. Bouse's letters of February 7, 2012, and March 15, 2012. (Attachment Q – Pages 100-119 of this report)

22. In a letter dated March 26, 2012, from Mr. Justin Stovall to the City Clerk, Mr. Stovall appealed the provisions of the Notice and Order pertaining to the method of service of the Notice and Order, assessment of failed inspection fees and civil penalties, and any other appealable issues. (Please see backup to Agenda Summary Page titled "Appeal Letter of Justin Patrick Stovall of March 26, 2012".)

23. In a letter dated March 29, 2012, from Code Enforcement Manager Michael Bouse to Mr. Justin Stovall, Mr. Stovall was provided with the a copy of Section 19.16.240 (Review of Conditions) of Title 19 (Unified Development Code) of the Las Vegas Municipal Code that provides legal justification for requiring the property owner to adhere to the stated procedures regarding changes to Site Development Plan Review conditions (Attachment R – Pages 121-211 of this report).

24. In letter dated April 4, 2012, from Code Enforcement Manager Michael Bouse to Mr. Justin Stovall, Mr. Stovall was advised that the hearing on his appeal was scheduled before the City Council on May 16, 2012, at 1:00 p.m. (Please see backup to Agenda Summary Page titled "Notification to Appellant".)

25. In a letter dated April 5, 2012, from Building & Safety Director Chris Knight to Mr. Justin Stovall, Mr. Stovall was advised that his appeal pertaining to work without required permits had been denied. (Attachment S – Pages 124-127 of this report)

26. Attachment V – Pages 128-133 of this report is the Case Summary Report prepared by Officer Slovis for this case.

TABLE OF ATTACHMENTS

Letter	Description (Document Date)	Page No.
A	Site Development Plan Review Approval (12-20-2000)	6
B	Complaint – Non-Compliance with SDR (07-11-2011)	10
C	Photographs of Driveway (08-01-2011)	12
D	1st Correction Notice (08-01-2011)	15
E	Off-site Construction Permit (08-11-2011)	18
F	Photographs of Construction Work in Progress (12-01-2011)	20
G	Photographs of Site (12-08-2011)	29
H	2nd Correction Notice (12-08-2011)	34
I	Photographs of Site (01-04-2012)	38
J	Notice and Order (01-18-2012)	42
K	Photographs of Site (01-18-2012)	50
L	Appeal Letter to City Clerk – Justin Stovall (01-27-2011)	53
M	Permit Application for 4 HVAC Units (02-06-2012)	63
N	Appeal Procedures Letter – Michael Bouse (02-07-2012)	65
O	10 Days to File Appeal Letter – Michael Bouse (03-15-2012)	70
P	Appeal Letter to Chris Knight – Justin Stovall (03-26-2012)	78
Q	Legal Justification Request Letter – Justin Stovall (03-26-2012)	99
R	Legal Justification Response Letter – Michael Bouse (03-39-2012)	120
S	Appeal Denial Letter – Chris Knight (04-05-2012)	123
T	Case Summary Report – Officer Scott Slovis	128

ATTACHMENT A

Site Development Plan Review Approval
City Council Meeting of December 20, 2000

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

January 25, 2001

Ms. Shirley Rappaport
Mr. Stephen Morris
Stephen L. Morris on behalf of Better Business
Bureau of Southern Nevada
2508 Pinto Lane
Las Vegas, Nevada 89107-4626

RE: Z-0077-00(1) - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF DECEMBER 20, 2000
Related to GPA-0023-00 & Z-0077-00

Dear Applicant:

The City Council at a regular meeting held December 20, 2000 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 3,341 SQUARE FOOT OFFICE BUILDING on 0.50 Acres at 2301 Palomino Lane (APN: 139-32-802-008), R-E (Residential Estates) Zone proposed P-R (Professional Office and Parking). The Notice of Final Action was filed with the Las Vegas City Clerk on December 21, 2000. This approval is subject to:

Planning and Development

1. The applicant shall work with staff to create a "site visibility zone" in the southeast corner of the property.
2. Monument and wall signage will be permitted subject to review.
3. Access to the site from Palomino Lane shall be prohibited.
4. The site plan shall be revised to depict a minimum of one loading space to Municipal code Title 19A.10.020 standards.
5. The site plan shall be amended to depict a Van Accessible Handicap Space pursuant to Chapter 19A.10.010 Diagram G3a.
6. The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.
7. The landscape plan shall be amended to show additional landscaping along the north and west property lines in an attempt to buffer this use from adjacent residential uses.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

8112-012-11/00

Ms. Shirley Rappaport
Mr. Stephen Morris
Z-0077-00(1) – Page Two
January 25, 2001

8. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed buildings. Lighting standards within the parking lots shall be no more than 15 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights.

9. All exterior lighting shall meet the standards of LVMC section 19A.08.060(C).

Public Works

10. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. All new driveways or modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222a. Any proposed or required modifications to the driveway accessing Rancho Drive must also meet the approval of the Nevada Department of Transportation. (Public Works)

11. The existing gates across the driveway onto Rancho Drive, if intended to remain, and allowed to remain by the Nevada Department of Transportation, shall remain open during normal business hours. (Public Works)

Standard Conditions

12. All mechanical equipment, air conditioners and trash areas shall be fully screened from view.

13. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

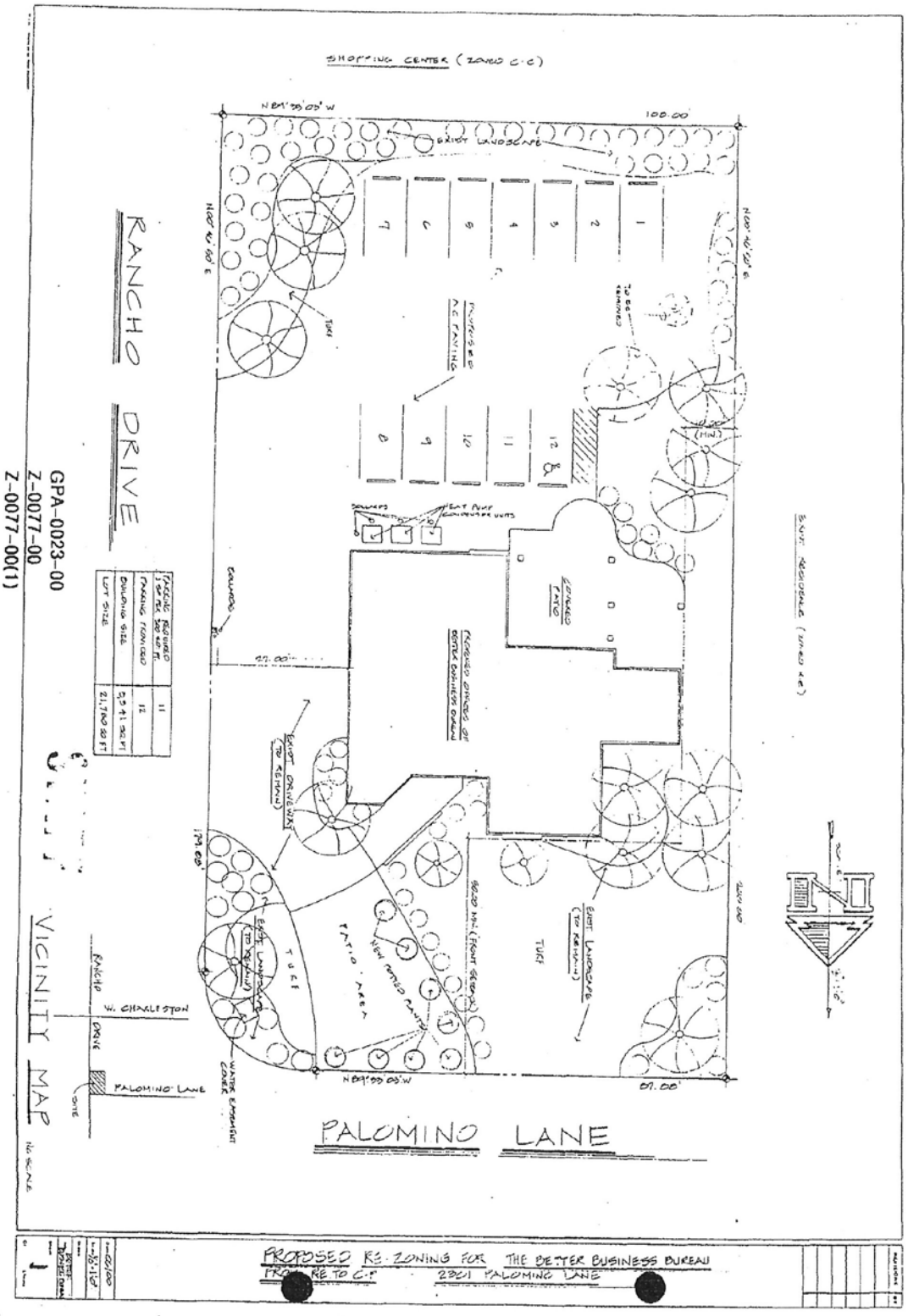
14. A landscaping plan shall be submitted prior to or at the same time application is made for a building permit, or prior to occupancy, whichever occurs first.

Sincerely,

Linda Owens AR
LINDA OWENS
Deputy City Clerk II for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Ms. Sylvia Campbell
Better Business Bureau of
Southern Nevada
5595 Spring Mountain Road
Las Vegas, Nevada 89146-8810



PARKING REQUIRED (1 SPACE PER 300 SQ FT)	11
PARKING PROVIDED	12
BUILDING SIZE	3,941 SQ FT
LOT SIZE	21,780 SQ FT

GPA-0023-00
Z-0077-00
Z-0077-00(1)
10-13-00 PC

ATTACHMENT B

July 11, 2011 Complaint Regarding Non-Compliance with Site Development Review Approval

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
July 11th, 2011

TO:	**FROM:**
Devin Smith, Neighborhood Response Manager	**Doug Rankin, Planning Manager**
SUBJECT:	**COPIES TO:**
Code Enforcement Action Request	**Flinn Fagg, Director of Planning** **Tony Guarino, Senior Code Enforcement Officer** **Vicky Ozuna, Senior Code Enforcement Office**

Property Address/APN:	2301 Palomino
Summary of Activity Requiring Code Enforcement:	Council request action regarding conditions number 3 and number 6 of Z-0077-00(1) which prohibited access to Palomino Lane and required the driveway from Palomino Way to the existing curb cut on Rancho Drive to be removed and landscaped. Revised Plan shows potted plants in this curb cut.
Action Requested By:	Ward One Council Office
Existing Case History:	
Background/History of Planning Site Investigation:	
Additional Information:	

ATTACHMENT C

Driveway Photographs of August 1, 2011

08/01/2011

PALOMINO
Stovall
ASSOCIATES
08/01/2011

NLY
08/01/2011

ATTACHMENT D

1st Correction Notice dated August 1, 2011

City of Las Vegas
Department of Building and Safety
Neighborhood Response - Code Enforcement
333 N. Rancho Dr.- 2nd Floor -
Las Vegas, Nevada 89106

1st CORRECTION NOTICE

Case # 104306 **Location: 2301 PALOMINO LN**

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):

19.12.040 CONDITIONAL USES

LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.12.040 CONDITIONAL USES

A. General
Any use that is marked with the letter "C" in the Land Use Tables for a particular zoning district may be approved administratively as a conditional use if certain minimum conditions, identified as conditional use regulations, can be met. A use approved as a conditionaluse is subject to, and shall comply with:

1. The conditions use regulations that are listed in the Table for that use; and

2. All other applicable requirements of this Title.

B. Special Use Permit Required

Expect as otherwise specifically provided regarding a particular use, when one or more of the itemized conditional use regulations cannot or will not be met, a Special Use Permit is required for the use. Approval of such a Special Use Permit may be conditioned on requirements beyond those that are itemized as conditional use regulations for that use.

C. Conditional Use Verification
Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulation, some of which are conditions that must be met before a use may commence and others that represent ongoing requirements or limitations. In order for the Department to verify compliance with the pplicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department.
Within the time period for submission established by the Department, the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However, interest in such property must exist in a written agreement with the owner of the record attached to which is a copy of the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

D. Noncompliance

Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.090 against the person or entity that owns the property or the person or entity that operated the conditional use.

You are in violation of the below approved condition for the attached approved Site Plan Review.

Please bring property back into compliance by following the recommendations below.

Location	Comments
SDR-Z-0077-00(1) conditions #3 & #6	*Please bring property into compliance with conditions #3 & #6 of SDR.*

Property must be in compliance with the LVMC before the re-inspection date of **September 01, 2011**.
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 require an extension of time or if you have any questions, please call officer at (702)229-5183 before the next re-inspection date or fees may be assessed.

34, SLOVIS	08/01/2011	9/1/2011
Officer	Date	Reinspection Date

Additional Comments: N/A

ATTACHMENT E

Off-site Construction Permit No. 43484
Issued August 11, 2011

Expires: 10/11/12 MODIFIED

Print Date: 4/2/2012

Orig. Permit Date: 10/11/2011
Permitted by: BBUMGARNER

City of Las Vegas
Off-site Construction Permit
Hard Card

Page 1 of 1

INSPECTIONS ARE REQUIRED FOR ALL PHASES OF CONSTRUCTION
TO SCHEDULE AN INSPECTION OR SOIL TEST CALL OIT (OFF-SITE INSPECTION & TESTING)
AT 229-6337 OR FAX 254-4541 - ALL REQUESTS MUST BE MADE 24 HOURS IN ADVANCE

Project/Permit Number:	Project Name:	Util Drawing No: N/A
43484 L-PERMIT	REMOVE PAN TYPE DRIVEWAY-INSTALL	CLV Drawing No: N/A

Contractor:	STEPHEN DOUGLAS CONTRUCTION	ASSOCIATED PROJECT #	TYPE
Address:	9845 S MARYLAND PKWY D LAS VEGAS, NV 89183-	N/A	
Phone:	(702)493-4867 x		

APN: 13932899004 | Address: M-32-8

Location: ON PALAMINO LA WEST OF S RANCHO DR. - 2301 PALOMINO LA

Project Description: Remove pan type driveway-install curb gutter and sidewalk.

Permit Type	BeginDT		ExpireDT	Permit Comments
NEW	10/11/11	--	10/11/12	Barricading to be in place prior to start of work.
MODIFY	10/18/11	--	10/11/12	Modified to Add Exact Address.

I, prime contractor for the project, agree to the terms and conditions above and on the reverse side.

Contractor or Representative _____ Date _____ CLV-OIT Signoff _____ Date _____

CURRENT FEES

PLAN CHECK	25.00	10/11/2011
INSPECTION FEE	25.00	10/11/2011
TOTAL PAID FEE(S)	50.00	

PUBLIC ITEMS:

Item	Description	Qty	Unit	Unit Cost	Item Total
613.01.24	SIDEWALK 4"	125	SF	6.00	750.00
613.01.11	CURB & GUTTER(TYPE "L"&"A")	25	LF	20.00	500.00

COST ESTIMATE SUMMARY

	Estimated	Contingencies	Total
Public Items	1250.00	125.00	1375.00
Private Items	0.00	0.00	0.00
		Total Estimate	1375.00
		Total Adjusted Estimate	0.00

INSPECTOR(S): BUILDING & SAFETY INSPECTIONS DOUGLAS WOODDY (702)376-1939

INSPECTION LIST

2051 (CG SUBGRADE)	2052 (CG NILO TYPE I)	2053 (CG FINISH GRADE)
2055 (CG FORMS/STRINGLINE/STEEL)	2059 (CG CONCRETE PLACEMENT)	2351 (SW SUBGRADE)
2353 (SW FINISH GRADE)	2355 (SW FORMS/STRINGLINE/STEEL)	2359 (SW CONCRETE PLACEMENT)
3003 (MISC. SITE INSPECTION)	3011 (PRE FINAL WALK-THROUGH)	

THIS CARD SHALL REMAIN ON SITE UNTIL PROJECT IS COMPLETE

ATTACHMENT F

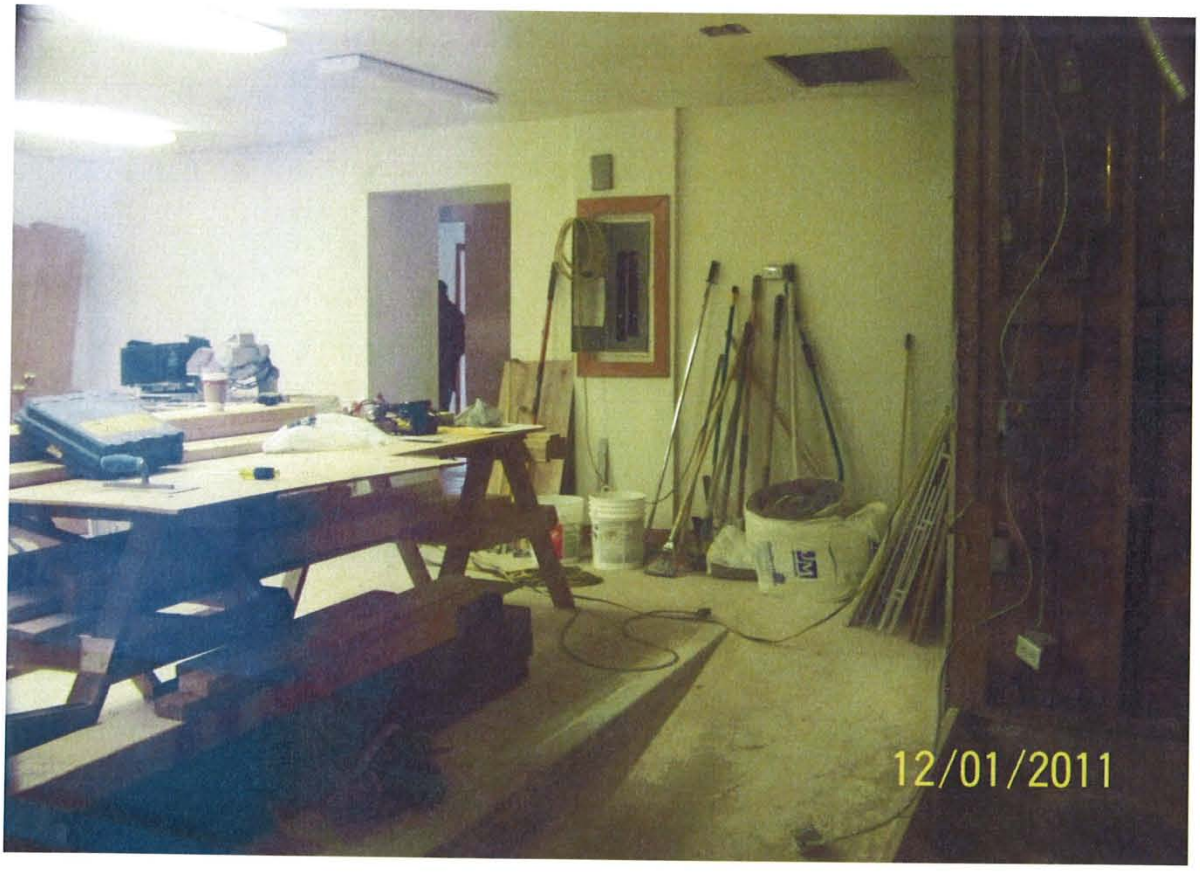
December 1, 2011 Photographs of Construction Work in Progress

12/01/2011

12/01/2011

12/01/2011

12/01/2011


12/01/2011

12/01/2011

12/01/2011

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12/01/2011

12/01/2011

12/01/2011

12/01/2011

12/01/2011

12/01/2011

12/01/2011

ATTACHMENT G

Photographs of December 8, 2011

12/08/2011

12/08/2011

12/08/2011

12/08/2011

12/08/2011

12/08/2011

12/08/2011

ATTACHMENT H

2nd Correction Notice dated December 8, 2011

City of Las Vegas
Department of Building and Safety
Code Enforcement Division
333 N. Rancho Dr.- 2nd Floor -
Las Vegas, Nevada 89106

2nd CORRECTION NOTICE

Case # 104306 **Location: 2301 PALOMINO LN**

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):

16.04 BUILDING CODE- COMM

LVMC 16.04.010 Uniform Code, Standards, supplement adopted. A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and a copy of which shall be maintained on file in the Office of the City Clerk:
(A) The publication entitled "International Building Code, 2006 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.
(B) The document entitled "Southern Nevada Amendments to the 2006 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, 2006 Edition. This document is adopted as Part 2 of this Chapter.

Location	Comments
Exterior & interior of building	*All construction must conform to disabled access requirements of International Building Code, 2009 Edition.*

19.12.040 CONDITIONAL USES

LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.12.040 CONDITIONAL USES

A. General
Any use that is marked with the letter "C" in the Land Use Tables for a particular zoning district may be approved administratively as a conditional use if certain minimum conditions, identified as conditional use regulations, can be met. A use approved as a conditionaluse is subject to, and shall comply with:

1. The conditions use regulations that are listed in the Table for that use; and

2. All other applicable requirements of this Title.

B. Special Use Permit Required

Expect as otherwise specifically provided regarding a particular use, when one or more of the itemized conditional use regulations cannot or will not be met, a Special Use Permit is required for the use. Approval of such a Special Use Permit may be conditioned on requirements beyond those that are itemized as conditional use regulations for that use.

C. Conditional Use Verification

Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulation, some of which are conditions that must be met before a use may commence and others that represent ongoing requirements or limitations. In order for the Department to verify compliance with the pplicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department.
Within the time period for submission established by the Department, the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However, interest in such property must exist in a written agreement with the owner of the record attached to which is a copy of
the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

D. Noncompliance
Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.090 against the person or entity that owns the property or the person or entity that operated the conditional use.

You are in violation of the below approved condition for the attached approved Site Plan Review.

Please bring property back into compliance by following the recommendations below.

Location	Comments
SDR-Z-0077-00(1) conditions #3 & #6	*Please bring property into compliance with conditions #3 & #6 of SDR.*

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 333 N. Rancho Blvd., Las Vegas, NV, or call 702-229-6251.

YOU WILL BE REQUIRED TO SUBMIT PLANS THAT HAVE BEEN CREATED BY A LICENSED PROFESSIONAL. ALL WORK MUST BE PERFORMED BY A LICENSED CONTRACTOR, WITH THE EXCEPTION OF OWNER OCCUPPIED RESIDENCES.

YOU ARE REQUIRED TO HAVE HAVE ALL REQUIRED INSPECTIONS AND THE FINAL INSPECTION COMPLETED. FAILURE TO DO SO MAY RESULT IN ADDITIONAL FINES, AND FEES TO BE ASSESSED.

Location	Comments
Interior of building - various locations	*Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical, & mechanical.*
South side of building	*Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.*
Back of building - adjacent to double french doors	*Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.*
South side of building at soffit & exterior wall	*Licensed contractor to obtain all required permits & inspections for electrical work.*
South side of building - various locations	*Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.*

Property must be in compliance with the LVMC before the re-inspection date of **January 03, 2012**.
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 require an extension of time or if you have any questions, please call officer at (702)229-5183 before the next re-inspection date or fees may be assessed.

34, SLOVIS	**12/08/2011**	**1/3/2012**
Officer	Date	Reinspection Date

Additional Comments: N/A

ATTACHMENT I

Photographs of January 4, 2012

Stovall
& ASSOCIATES
Attorneys At Law
01/04/2012

RIGHT LANE
MUST
TURN RIGHT
01/04/2012

01/04/2012

01/04/2012

01/04/2012

ATTACHMENT J

Notice and Order dated January 18, 2012

(4)

Inst #: 201201260003010
Fees: $22.00
N/C Fee: $0.00
01/26/2012 03:06:18 PM
Receipt #: 1047750
Requestor:
LAS VEGAS CITY (PLANNING)
Recorded By: STN Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

BUILDING AND SAFETY DEPARTMENT
DIRECTOR
CHRIS KNIGHT

NOTICE AND ORDER

APN: 139-32-802-008

Date: January 18, 2012
Case # 104306

Certified/Regular Mail
Return Receipt Requested

STOVALL LESLIE MARK & SARAH S
3216 W CHARLESTON BLVD #B
LAS VEGAS, NV 89102-1983

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 2301 PALOMINO LN., Las Vegas, NV. Parcel #(s) 139-32-802-008, **that you are in violation of Las Vegas Municipal Code, Title 9 Nuisance, and Title 16 Building code, dealing with nuisance and building violations.**

The following violations have been verified:

16.04 BUILDING CODE- COMM

LVMC 16.04.010 Uniform Code, Standards, supplement adopted. A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and a copy of which shall be maintained on file in the Office of the City Clerk:
(A) The publication entitled "International Building Code, 2006 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.
(B) The document entitled "Southern Nevada Amendments to the 2006 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, 2006 Edition. This document is adopted as Part 2 of this Chapter.

Case #	Violation Location	Violation Comments
104306	Exterior & interior of building	All construction must conform to disabled access requirements of International Building Code, 2009

Edition.

19.12.040 CONDITIONAL USES

LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.12.040 CONDITIONAL USES

A. General
Any use that is marked with the letter "C" in the Land Use Tables for a particular zoning district may be approved administratively as a conditional use if certain minimum conditions, identified as conditional use regulations, can be met. A use approved as a conditionaluse is subject to, and shall comply with:

1. The conditions use regulations that are listed in the Table for that use; and

2. All other applicable requirements of this Title.

B. Special Use Permit Required

Expect as otherwise specifically provided regarding a particular use, when one or more of the itemized conditional use regulations cannot or will not be met, a Special Use Permit is required for the use. Approval of such a Special Use Permit may be conditioned on requirements beyond those that are itemized as conditional use regulations for that use.

C. Conditional Use Verification
Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulation, some of which are conditions that must be met before a use may commence and others that represent ongoing requirements or limitations. In order for the Department to verify compliance with the pplicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department.
Within the time period for submission established by the Department, the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However,

interest in such property must exist in a written agreement with the owner of the record attached to which is a copy of
the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

D. Noncompliance
Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.090 against the person or entity that owns the property or the person or entity that operated the conditional use.

You are in violation of the below approved condition for the attached approved Site Plan Review.

Please bring property back into compliance by following the recommendations below.

Case #	Violation Location	Violation Comments
104306	SDR-Z-0077-00(1) conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR. See attachment.

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 333 N. Rancho Blvd., Las Vegas, NV, or call 702-229-6251.

YOU WILL BE REQUIRED TO SUBMIT PLANS THAT HAVE BEEN CREATED BY A LICENSED PROFESSIONAL. ALL WORK MUST BE PERFORMED BY A LICENSED

2301 PALOMINO LN.
Case # 104306
Page 4

CONTRACTOR, WITH THE EXCEPTION OF OWNER OCCUPPIED RESIDENCES.

YOU ARE REQUIRED TO HAVE HAVE ALL REQUIRED INSPECTIONS AND THE FINAL INSPECTION COMPLETED. FAILURE TO DO SO MAY RESULT IN ADDITIONAL FINES, AND FEES TO BE ASSESSED.

Case #	Violation Location	Violation Comments
104306	South side of building - various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.
104306	South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
104306	Back of building - adjacent to double french doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.
104306	South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
104306	Interior of building - various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical, & mechanical.

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 34 at (702)229-5183 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 Code Enforcement, 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,

2301 PALOMINO LN.
Case # 104306
Page 6

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 Building and Safety, Code Enforcement Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.
Sincerely,

Michael W. Bouse

Michael W. Bouse, Manager
Code Enforcement Division
Department of Building and Safety

Enclosures: City of Las Vegas General Conditions of Abatement

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Case #104306 #34

STOVALL LESLIE MARK & SARAH S
3216 W CHARLESTON BLVD #B
LAS VEGAS, NV 89102-1983

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Art 7007 3020 0002 7800 1768
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

ATTACHMENT K

Photographs of January 18, 2012

01/18/2012

01/18/2012

ONLY
01/18/2012

ATTACHMENT L

January 27, 2012 Letter from Justin Stovall to the City Clerk Appealing the Notice and Order

Stovall & Associates

Attorneys at Law

CITY CLERK

2012 JAN 30 P 12:47

January 27, 2012

City Clerk
City Hall, First Floor
Las Vegas, NV 89101

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-382-4803

Re: Appeal of the Nuisance Notice and Order to Comply for property located at 2301 Palomino Lane; Case No. 104306

To whom it may concern:

Please be advised that I represent Leslie M. Stovall and Sarah S. Stovall in the above matter.

Please allow this correspondence to serve as an appeal of the assessment of Code Enforcement within the January 18, 2012 Nuisance Notice and Order to Comply attached hereto. Accordingly, please provide me with written notice of the procedure and time frame for the hearing of this appeal within fifteen (15) days.

Sincerely,

STOVALL & ASSOCIATES

Justin Patrick Stovall, Esq.

JPS/mk
Encl/
Nuisance Notice and Order to Comply (1-18-12)

3216 W. Charleston Blvd., Ste. B
Las Vegas, Nevada 89102
Telephone: (702) 258-3034
Fax : (702) 258-0093

3250 S. Highway 160, Ste. 6
Pahrump, Nevada 89048
Telephone: (775) 727-4400
Fax: (775) 727-4447

BUILDING AND SAFETY DEPARTMENT
DIRECTOR
CHRIS KNIGHT

NOTICE AND ORDER

APN: 139-32-802-008

Date: January 18, 2012
Case # 104306

Certified/Regular Mail
Return Receipt Requested

STOVALL LESLIE MARK & SARAH S
3216 W CHARLESTON BLVD #B
LAS VEGAS, NV 89102-1983

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 2301 PALOMINO LN., Las Vegas, NV, Parcel #(s) 139-32-802-008, **that you are in violation of Las Vegas Municipal Code, Title 9 Nuisance, and Title 16 Building code, dealing with nuisance and building violations.**

The following violations have been verified:

16.04 BUILDING CODE- COMM

LVMC 16.04.010 Uniform Code, Standards, supplement adopted. A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and a copy of which shall be maintained on file in the Office of the City Clerk:
(A) The publication entitled "International Building Code, 2006 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.
(B) The document entitled "Southern Nevada Amendments to the 2006 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, 2006 Edition. This document is adopted as Part 2 of this Chapter.

Case #	Violation Location	Violation Comments
104306	Exterior & interior of building	All construction must conform to disabled access requirements of International Building Code, 2009

Edition.

19.12.040 CONDITIONAL USES
LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.12.040 CONDITIONAL USES

A. General
Any use that is marked with the letter "C" in the Land Use Tables for a particular zoning district may be approved administratively as a conditional use if certain minimum conditions, identified as conditional use regulations, can be met. A use approved as a conditionaluse is subject to, and shall comply with:

1. The conditions use regulations that are listed in the Table for that use; and

2. All other applicable requirements of this Title.

B. Special Use Permit Required

Expect as otherwise specifically provided regarding a particular use, when one or more of the itemized conditional use regulations cannot or will not be met, a Special Use Permit is required for the use. Approval of such a Special Use Permit may be conditioned on requirements beyond those that are itemized as conditional use regulations for that use.

C. Conditional Use Verification
Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulation, some of which are conditions that must be met before a use may commence and others that represent ongoing requirements or limitations. In order for the Department to verify compliance with the pplicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department.
Within the time period for submission established by the Department, the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However,

interest in such property must exist in a written agreement with the owner of the record attached to which is a copy of
the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

D. Noncompliance
Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.090 against the person or entity that owns the property or the person or entity that operated the conditional use.

You are in violation of the below approved condition for the attached approved Site Plan Review.

Please bring property back into compliance by following the recommendations below.

Case #	Violation Location	Violation Comments
104306	SDR-Z-0077-00(1) conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR. See attachment.

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 333 N. Rancho Blvd., Las Vegas, NV, or call 702-229-6251.

YOU WILL BE REQUIRED TO SUBMIT PLANS THAT HAVE BEEN CREATED BY A LICENSED PROFESSIONAL. ALL WORK MUST BE PERFORMED BY A LICENSED

CONTRACTOR, WITH THE EXCEPTION OF OWNER OCCUPPIED RESIDENCES.

YOU ARE REQUIRED TO HAVE HAVE ALL REQUIRED INSPECTIONS AND THE FINAL INSPECTION COMPLETED. FAILURE TO DO SO MAY RESULT IN ADDITIONAL FINES, AND FEES TO BE ASSESSED.

Case #	Violation Location	Violation Comments
104306	South side of building - various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.
104306	South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
104306	Back of building - adjacent to double french doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.
104306	South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
104306	Interior of building - various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical, & mechanical.

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 34 at (702)229-5183 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 Code Enforcement, 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 Building and Safety, Code Enforcement Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Michael W. Bouse

Michael W. Bouse, Manager
Code Enforcement Division
Department of Building and Safety

Enclosures: City of Las Vegas General Conditions of Abatement

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

January 25, 2001

Ms. Shirley Rappaport
Mr. Stephen Morris
Stephen L. Morris on behalf of Better Business
Bureau of Southern Nevada
2508 Pinto Lane
Las Vegas, Nevada 89107-4626

RE: Z-0077-00(1) - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF DECEMBER 20, 2000
Related to GPA-0023-00 & Z-0077-00

Dear Applicant:

The City Council at a regular meeting held December 20, 2000 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 3,341 SQUARE FOOT OFFICE BUILDING on 0.50 Acres at 2301 Palomino Lane (APN: 139-32-802-008), R-E (Residential Estates) Zone proposed P-R (Professional Office and Parking). The Notice of Final Action was filed with the Las Vegas City Clerk on December 21, 2000. This approval is subject to:

Planning and Development

1. The applicant shall work with staff to create a "site visibility zone" in the southeast corner of the property.
2. Monument and wall signage will be permitted subject to review.
3. Access to the site from Palomino Lane shall be prohibited.
4. The site plan shall be revised to depict a minimum of one loading space to Municipal code Title 19A.10.020 standards.
5. The site plan shall be amended to depict a Van Accessible Handicap Space pursuant to Chapter 19A.10.010 Diagram G3a.
6. The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.
7. The landscape plan shall be amended to show additional landscaping along the north and west property lines in an attempt to buffer this use from adjacent residential uses.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

8112-012-11/00

8. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed buildings. Lighting standards within the parking lots shall be no more than 15 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights.

9. All exterior lighting shall meet the standards of LVMC section 19A.08.060(C).

Public Works

10. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. All new driveways or modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222a. Any proposed or required modifications to the driveway accessing Rancho Drive must also meet the approval of the Nevada Department of Transportation. (Public Works)

11. The existing gates across the driveway onto Rancho Drive, if intended to remain, and allowed to remain by the Nevada Department of Transportation, shall remain open during normal business hours. (Public Works)

Standard Conditions

12. All mechanical equipment, air conditioners and trash areas shall be fully screened from view.

13. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

14. A landscaping plan shall be submitted prior to or at the same time application is made for a building permit, or prior to occupancy, whichever occurs first.

Sincerely,

Linda Owens AR
LINDA OWENS
Deputy City Clerk II for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Ms. Sylvia Campbell
Better Business Bureau of
Southern Nevada
5595 Spring Mountain Road
Las Vegas, Nevada 89146-8810

ATTACHMENT M

Permit Application of February 6 2012 to Replace 4 Heating, Ventilating and Air-Conditioning Units

CITY OF LAS VEGAS
DEPARTMENT OF BUILDING & SAFETY
PERMIT APPLICATION

Project # 203986-R12 (CLV ONLY) Parent (Original) Project # _____

FOR: Commercial & Public Structures ☒ Single Family Residence VALUATION: $ 7,600.00

WORK DESCRIPTION: Replace (4) Vandalized Condensing Units -Mechanical SAME FOR SAME

*Please use the **Web Estimator, http://www.lasvegasnevada.gov/Apply/permitEstimator.htm,** for your fee estimates. A print out of your Permit Estimator results should be attached to this application. Do not bring a pre-printed check as your final fees may be different from the estimate.

PROJECT/TENANT NAME: Stovall Residence

PROJECT ADDRESS: 2301 Palomino Lane ZIP 89107

PARCEL NO.: 139-32-802-008 ZONE: _____ Land Use/Entitlements: _____

APPLICANT INFORMATION:

Company Name: New Air Inc Individual Name: _____

Phone: 702-878-3101 Fax: 702-877-3201 Email: newairkelly@yahoo.com

CONTRACTOR INFORMATION: ☐ **Owner/Builder** *(Residential Only on primary residence)*

Company Name: New Air Inc Individual Name: _____

Phone: 702-878-3101 Fax: 702-877-3201 Email: newairkelly@yahoo.com

State Contractor License: 067501 City of Las Vegas Business License: C11-08715-L-131493

REQUIRED FOR SUBMITTAL: *(Please note that plan check fees are based on occupancy, use, construction type and square footage)*

OCCUPANCY GROUP: _____ USE: _____ CONST. TYPE: _____

TOTAL SQUARE FOOTAGE: _____ AFFECTED SQ' (TI's): _____ ☐ Is this a Highrise? More than 55'?

IF THE BUILDING IS MIXED USE, PROVIDE CODE ANALYSIS PER FLOOR AS A SEPARATE ATTACHMENT*

SQUARE FT OF FLOOR AREAS: 1st _____ 2nd _____ 3rd _____ Garage _____

Patio _____ Balcony _____ No. of Units _____ No. of Stories _____

SPECIAL CONDITIONS: _____

I state that the information I have supplied on this application is true and correct. By signing this application, I agree to comply with all conditions as noted on this permit.

Kelly J. Stovall 2/6/2012
Contractor or Agent / Owner Date

_____ _____
Planning Department Date

_____ _____
Land Development/Flood Control Engr. Date

_____ _____
Fire Department Date

2/6/2012
Building Department Date

TOTAL PERMIT FEE: $ 285.00

PRE-PAID: Plan Review $_____

PRE-PAID: Zoning $_____

TOTAL $_____

Permit Expires 180 Days After Abandonment of Work

Permits expire when no inspection has been approved for any 180-day period after the permit has been issued.

Revised 8/9/11

yp: Permit Application

ATTACHMENT N

February 7, 2012 Letter From Code Enforcement Manager Michael Bouse to Justin Stovall Advising of Appeal Procedures

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-386-9108
Administration	229-6092
Permits	229-6251
Inspections	229-6914
Off-site Inspections	229-6337
Code Enforcement	229-6615
Land Development	229-6371

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-258-0093

January 7, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd., Ste. B
Las Vegas, NV 89102

Re: Your Letter of January 27, 2012 Regarding Appeal of the Nuisance Notice and Order to Comply for Property Located at 2301 Palomino Lane; Case No. 104306

Dear Mr. Stovall:

This letter is offered in response to the captioned letter in which you are appealing "the assessment of Code Enforcement with the January 18, 2012 Nuisance and Order to Comply" attached thereto.

Please be advised that at this point in time, we do not have sufficient information to process your appeal request. The Notice and Order of January 18, 2012 details several violations of various provisions of the Las Vegas Municipal Code for which the City Council is not the initial hearing body. The following is a summary of the violations listed in the Notice and Order, the applicable codes/sections, the appropriate appeal hearing body, and the method of initiating appeals to that body:

I. BUILDING CODE ITEMS.

Applicable Codes:
2009 International Building Code
1997 Uniform Administrative Code
1997 City of Las Vegas Administrative Code

Violation Location:	**Violation Comments:**
Exterior and interior of building	All construction must confirm to disabled access requirements of International Building Code, 2009.
South side of building – various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

Violation Location:	**Violation Comments:**
South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
Back of building – adjacent to double French doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.
South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
Interior of building – Various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical & mechanical.

Appeal Hearing Body:
Chris Knight, Building & Safety Director

Method of Initiating Appeal:
If you are appealing any of the above listed code violations as identified in the Notice and Order, please send a letter to Mr. Chris Knight, Building & Safety Director (333 N Rancho Drive, Las Vegas, Nevada 89106) stating that you are appealing these items and state the basis of your appeal for each item. Mr. Knight will coordinate a date, time and location to meet with you and hear your appeal.

II. CONDITIONAL USES ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.010(5)

Violation Location:	**Violation Comments:**
SDR-Z-0077-00(1) Conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR: Condition #3 Access to the site from Palomino Lane shall be prohibited. Condition #6 The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

Appeal Hearing Body:
City Council

Method of Initiating Appeal:

Please review and complete the "Review of Condition(s) Submittal Requirements" on-line at:
http://www.lasvegasnevada.gov/files/Review_of_Condition.pdf
and the "Pre-Application Conference Request" form on-line at
http://www.lasvegasnevada.gov/files/Pre_App_Request_Form.pdf.

Both forms are to be submitted to the City's Planning and Development Department for processing.

III. NOTICE AND ORDER ITEMS.

Applicable Code:

City of Las Vegas Municipal Code Section 9.04.070

Appeal Issues:

Method of Service of the Notice and Order
Assessment of inspection fees
Assessment of failed inspection civil penalties
Assessment of daily civil penalties

Appeal Hearing Body:

City Council

Method of Initiating Appeal:

If you are appealing any of the Appeal Issues listed above in this section, please provide a letter to the City Clerk specifying which items you are appealing and the basis of your appeal for each item.

I trust this information will be of service to you. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Michael W. Bouse

Michael W. Bouse
Code Enforcement Manager

cc: Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

****
*** FAX TX REPORT ***
****

TRANSMISSION OK

JOB NO.	4658
DESTINATION ADDRESS	2580093
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	02/07 14:46
USAGE T	01'08
PGS.	4
RESULT	OK

CITY OF LAS VEGAS

BUILDING AND SAFETY - CODE ENFORCEMENT UNIT

FAX: 702-382-4341 PHONE 702-229-6615

FACSIMILE TRANSMITTAL SHEET

TO: STOVALL & ASSOCIATES / ATTN: JUSTIN PATRICK STOVALL, ESQ.

FROM: MIKE BOUSE

COMPANY:

DATE: 2 /7/2012

FAX NUMBER:

TOTAL NO. OF PAGES, INCLUDING COVER: 4

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE:

YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

ATTACHMENT O

March 15, 2012 Letter from Code Enforcement Manager Michael Bouse to Justin Stovall Advising of 10 Days to File Appeals

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-386-9108
Administration	229-6092
Permits	229-6251
Inspections	229-6914
Off-site Inspections	229-6337
Code Enforcement	229-6615
Land Development	229-6371

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
SENT VIA FACSIMILE: 702-258-0093

March 15, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd, Ste. B
Las Vegas, NV 89102

RE: FINAL NOTICE – 2301 Palomino Lane (Case No. 104306)

Dear Mr. Stovall,

On February 7, 2012, the attached letter was faxed and mailed to you in response to your letter of January 27, 2012 concerning the process to appeal the Notice and Order issued January 18, 2012 applicable to the above property. My letter to you explained the appeals procedures applicable to the various code violations listed in the Notice and Order. To date, we have no record of you initiating any of the appeal procedures described in the attached letter. Accordingly, this letter is to serve as **FINAL NOTICE** that failure to initiate the appropriate appeal procedures within 10 days of the date of this letter will result in the City initiating the following actions to achieve compliance:

I. BUILDING CODE ITEMS.

Applicable Codes:
2009 International Building Code
1997 Uniform Administrative Code
1997 City of Las Vegas Administrative Code

Violation Location	Violation Comments
Exterior and interior building	All construction must confirm to of disabled access requirements of the 2009 International Building Code.
South side of building – various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

I. BUILDING CODE ITEMS (Continued).

Violation Location	Violation Comments
South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
Back of building – adjacent to double French doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior doors construction.
South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
Interior of building – Various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical & mechanical.

Appeal Hearing Body:
Chris Knight, Building & Safety Director

Method of Initiating Appeal:
Please send a letter to Mr. Chris Knight, Building & Safety Director (333 N Rancho Drive, Las Vegas, Nevada 89106) stating that you are appealing these items in the Notice and Order and state the basis of your appeal. Mr. Knight will coordinate a date, time and location to meet with you and hear your appeal.

Enforcement Action to be Initiated:
A misdemeanor citation will be issued to you to compel compliance with the applicable codes.

II. CONDITIONAL USE ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.010(5)

Violation Location:	Violation Comments:
SDR-Z-0077-00(1) conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR: Condition #3 Access to the site from Palomino Lane shall be prohibited.

II. CONDITIONAL USE ITEMS (Continued).

Violation Comments (Continued):

Condition #6 The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

Please note that our records do indicate that Off-Site Permit No. 43484 was issued to Stephen Douglas Construction on October 11, 2011 to replace the driveway on Palomino Lane with a curb and sidewalks; however, to date, work authorized by that permit has not commenced.

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
Please review and complete the "Review of Condition(s) Submittal Requirements" on-line at: http://www.lasvegasnevada.gov/files/Review_of_Condition.pdf and,

the "Pre-Application Conference Request" form on-line at:
http://www.lasvegasnevada.gov/files/Pre_App_Request_Form.pdf.

Both forms are to be submitted to the City's Planning and Development Department for processing.

Enforcement Action to be Initiated:
The City will initiate the following actions to achieve compliance:

a. The City will remove the driveway apron to the property line on Palomino Lane and reinstall the curb, gutter and sidewalk;
b. You will be billed for all costs of work performed by the City;
c. Failure to reimburse the City for its costs and pay all inspection charges and tolled daily civil penalties will result in the City initiating the process to file a lien against your property to recover all cost of work performed by the City, all inspection costs incurred by the City, and all tolled daily civil penalties.

III. NOTICE AND ORDER ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.070

III. NOTICE AND ORDER ITEMS (Continued).

Appeal Issues: Method of Service of the Notice and Order
Assessment of inspection fees
Assessment of failed inspection civil penalties
Assessment of daily civil penalties

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
If you are appealing any of the Appeal Issues listed above in this section, please provide a letter specifying which items you are appealing and the basis of your appeal for each item.

Enforcement Action to be Initiated:
The City will initiate the process to file a lien against your property to recover all inspection costs, the cost of any work performed by the City, and all tolled daily civil penalties.

We are hopeful that this letter will be sufficient to cause voluntary compliance on your part thereby avoiding further action. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Michael W. Bouse
Code Enforcement Manager

cc: Robin Munier, Special Assistant to Mayor/City Council
Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
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Land Development	229-6371

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-258-0093

January 7, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd., Ste. B
Las Vegas, NV 89102

Re: Your Letter of January 27, 2012 Regarding Appeal of the Nuisance Notice and Order to Comply for Property Located at 2301 Palomino Lane; Case No. 104306

Dear Mr. Stovall:

This letter is offered in response to the captioned letter in which you are appealing "the assessment of Code Enforcement with the January 18, 2012 Nuisance and Order to Comply" attached thereto.

Please be advised that at this point in time, we do not have sufficient information to process your appeal request. The Notice and Order of January 18, 2012 details several violations of various provisions of the Las Vegas Municipal Code for which the City Council is not the initial hearing body. The following is a summary of the violations listed in the Notice and Order, the applicable codes/sections, the appropriate appeal hearing body, and the method of initiating appeals to that body:

I. BUILDING CODE ITEMS.

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2009 International Building Code
1997 Uniform Administrative Code
1997 City of Las Vegas Administrative Code

Violation Location:	**Violation Comments:**
Exterior and interior of building	All construction must confirm to disabled access requirements of International Building Code, 2009.
South side of building – various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

Violation Location:	Violation Comments:
South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
Back of building – adjacent to double French doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.
South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
Interior of building – Various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical & mechanical.

Appeal Hearing Body:
Chris Knight, Building & Safety Director

Method of Initiating Appeal:
If you are appealing any of the above listed code violations as identified in the Notice and Order, please send a letter to Mr. Chris Knight, Building & Safety Director (333 N Rancho Drive, Las Vegas, Nevada 89106) stating that you are appealing these items and state the basis of your appeal for each item. Mr. Knight will coordinate a date, time and location to meet with you and hear your appeal.

II. **CONDITIONAL USES ITEMS.**

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.010(5)

Violation Location:	Violation Comments:
SDR-Z-0077-00(1) Conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR: Condition #3 Access to the site from Palomino Lane shall be prohibited. Condition #6 The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
Please review and complete the "Review of Condition(s) Submittal Requirements" on-line at:
http://www.lasvegasnevada.gov/files/Review_of_Condition.pdf
and the "Pre-Application Conference Request" form on-line at
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III. NOTICE AND ORDER ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.070

Appeal Issues:
Method of Service of the Notice and Order
Assessment of inspection fees
Assessment of failed inspection civil penalties
Assessment of daily civil penalties

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
If you are appealing any of the Appeal Issues listed above in this section, please provide a letter to the City Clerk specifying which items you are appealing and the basis of your appeal for each item.

I trust this information will be of service to you. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Michael W. Bouse

Michael W. Bouse
Code Enforcement Manager

cc: Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

ATTACHMENT P

March 26, 2012 Letter from Justin Stovall to Building & Safety Director Chris Knight Appealing Notice and Order Regarding Required Permits

Stovall & Associates

Attorneys at Law

March 26, 2012

Mr. Chris Knight
Building & Safety Director
333 N. Rancho Drive
Las Vegas, NV 89106

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-382-1731

Re: Appeal of the Nuisance Notice and Order to Comply for property located at 2301 Palomino Lane; Case No. 104306

Mr. Knight:

Please be advised that I represent Leslie M. Stovall and Sarah S. Stovall in the above matter.

Please allow this correspondence to serve as an appeal of the assessment of Code Enforcement within the attached January 18, 2012 Nuisance Notice and Order to Comply (Ex. 1). Specifically, please allow this correspondence to serve as an appeal of the items outlined in §I Building Code Items of Code Enforcement Manager Michael W. Bouse's attached February 7, 2012 (Ex. 2) and March 15, 2012 (Ex. 3) correspondence. The basis of the appeal is that my clients dispute the findings underlying the purported violations.

Sincerely,

STOVALL & ASSOCIATES

Justin Patrick Stovall, Esq.

JPS/mk
Encl/
1.) Nuisance Notice and Order to Comply (1-18-12)
2.) Correspondence from Michael W. Bouse (2-7-12)
3.) Correspondence from Michael W. Bouse (3-15-12)

3216 W. Charleston Blvd., Ste. B
Las Vegas, Nevada 89102
Telephone: (702) 258-3034
Fax : (702) 258-0093

3250 S. Highway 160, Ste. 6
Pahrump, Nevada 89048
Telephone: (775) 727-4400
Fax: (775) 727-4447

EXHIBIT 1

BUILDING AND SAFETY DEPARTMENT
DIRECTOR
CHRIS KNIGHT

NOTICE AND ORDER

APN: 139-32-802-008

Date: January 18, 2012
Case # 104306

Certified/Regular Mail
Return Receipt Requested

STOVALL LESLIE MARK & SARAH S
3216 W CHARLESTON BLVD #B
LAS VEGAS, NV 89102-1983

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 2301 PALOMINO LN., Las Vegas, NV, Parcel #(s) 139-32-802-008, **that you are in violation of Las Vegas Municipal Code, Title 9 Nuisance, and Title 16 Building code, dealing with nuisance and building violations.**

The following violations have been verified:

16.04 BUILDING CODE- COMM

LVMC 16.04.010 Uniform Code, Standards, supplement adopted. A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and a copy of which shall be maintained on file in the Office of the City Clerk:
(A) The publication entitled "International Building Code, 2006 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.
(B) The document entitled "Southern Nevada Amendments to the 2006 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, 2006 Edition. This document is adopted as Part 2 of this Chapter.

Case #	Violation Location	Violation Comments
104306	Exterior & interior of building	All construction must conform to disabled access requirements of International Building Code, 2009

Edition.

19.12.040 CONDITIONAL USES

LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.12.040 CONDITIONAL USES

A. General
Any use that is marked with the letter "C" in the Land Use Tables for a particular zoning district may be approved administratively as a conditional use if certain minimum conditions, identified as conditional use regulations, can be met. A use approved as a conditionaluse is subject to, and shall comply with:

1. The conditions use regulations that are listed in the Table for that use; and

2. All other applicable requirements of this Title.

B. Special Use Permit Required

Expect as otherwise specifically provided regarding a particular use, when one or more of the itemized conditional use regulations cannot or will not be met, a Special Use Permit is required for the use. Approval of such a Special Use Permit may be conditioned on requirements beyond those that are itemized as conditional use regulations for that use.

C. Conditional Use Verification
Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulation, some of which are conditions that must be met before a use may commence and others that represent ongoing requirements or limitations. In order for the Department to verify compliance with the pplicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department.
Within the time period for submission established by the Department, the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However,

interest in such property must exist in a written agreement with the owner of the record attached to which is a copy of the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

D. Noncompliance
Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.090 against the person or entity that owns the property or the person or entity that operated the conditional use.

You are in violation of the below approved condition for the attached approved Site Plan Review.

Please bring property back into compliance by following the recommendations below.

Case #	Violation Location	Violation Comments
104306	SDR-Z-0077-00(1) conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR. See attachment.

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 333 N. Rancho Blvd., Las Vegas, NV, or call 702-229-6251.

YOU WILL BE REQUIRED TO SUBMIT PLANS THAT HAVE BEEN CREATED BY A LICENSED PROFESSIONAL. ALL WORK MUST BE PERFORMED BY A LICENSED

CONTRACTOR, WITH THE EXCEPTION OF OWNER OCCUPPIED RESIDENCES.

YOU ARE REQUIRED TO HAVE HAVE ALL REQUIRED INSPECTIONS AND THE FINAL INSPECTION COMPLETED. FAILURE TO DO SO MAY RESULT IN ADDITIONAL FINES, AND FEES TO BE ASSESSED.

Case #	Violation Location	Violation Comments
104306	South side of building - various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.
104306	South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
104306	Back of building - adjacent to double french doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.
104306	South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
104306	Interior of building - various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical, & mechanical.

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 34 at (702)229-5183 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 Code Enforcement, 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 Building and Safety, Code Enforcement Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Michael W. Bouse

Michael W. Bouse, Manager
Code Enforcement Division
Department of Building and Safety

Enclosures: City of Las Vegas General Conditions of Abatement

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

January 25, 2001

Ms. Shirley Rappaport
Mr. Stephen Morris
Stephen L. Morris on behalf of Better Business
Bureau of Southern Nevada
2508 Pinto Lane
Las Vegas, Nevada 89107-4626

RE: Z-0077-00(1) - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF DECEMBER 20, 2000
Related to GPA-0023-00 & Z-0077-00

Dear Applicant:

The City Council at a regular meeting held December 20, 2000 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 3,341 SQUARE FOOT OFFICE BUILDING on 0.50 Acres at 2301 Palomino Lane (APN: 139-32-802-008), R-E (Residential Estates) Zone proposed P-R (Professional Office and Parking). The Notice of Final Action was filed with the Las Vegas City Clerk on December 21, 2000. This approval is subject to:

Planning and Development

1. The applicant shall work with staff to create a "site visibility zone" in the southeast corner of the property.
2. Monument and wall signage will be permitted subject to review.
3. Access to the site from Palomino Lane shall be prohibited.
4. The site plan shall be revised to depict a minimum of one loading space to Municipal code Title 19A.10.020 standards.
5. The site plan shall be amended to depict a Van Accessible Handicap Space pursuant to Chapter 19A.10.010 Diagram G3a.
6. The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.
7. The landscape plan shall be amended to show additional landscaping along the north and west property lines in an attempt to buffer this use from adjacent residential uses.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

8112-012-11/00

8. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed buildings. Lighting standards within the parking lots shall be no more than 15 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights.

9. All exterior lighting shall meet the standards of LVMC section 19A.08.060(C).

Public Works

10. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. All new driveways or modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222a. Any proposed or required modifications to the driveway accessing Rancho Drive must also meet the approval of the Nevada Department of Transportation. (Public Works)

11. The existing gates across the driveway onto Rancho Drive, if intended to remain, and allowed to remain by the Nevada Department of Transportation, shall remain open during normal business hours. (Public Works)

Standard Conditions

12. All mechanical equipment, air conditioners and trash areas shall be fully screened from view.

13. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

14. A landscaping plan shall be submitted prior to or at the same time application is made for a building permit, or prior to occupancy, whichever occurs first.

Sincerely,

Linda Owens AR

LINDA OWENS
Deputy City Clerk II for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Ms. Sylvia Campbell
Better Business Bureau of
Southern Nevada
5595 Spring Mountain Road
Las Vegas, Nevada 89146-8810

EXHIBIT 2

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

DOUGLAS E. ROLLWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-258-0093

January 7, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd., Ste. B
Las Vegas, NV 89102

Re: Your Letter of January 27, 2012 Regarding Appeal of the Nuisance Notice and Order to Comply for Property Located at 2301 Palomino Lane; Case No. 104306

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1997 City of Las Vegas Administrative Code

Violation Location:	**Violation Comments:**
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Appeal Hearing Body:
Chris Knight, Building & Safety Director

Method of Initiating Appeal:
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II. CONDITIONAL USES ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.010(5)

Violation Location:	Violation Comments:
SDR-Z-0077-00(1) Conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR: Condition #3 Access to the site from Palomino Lane shall be prohibited. Condition #6 The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
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http://www.lasvegasnevada.gov/files/Review_of_Condition.pdf
and the "Pre-Application Conference Request" form on-line at
http://www.lasvegasnevada.gov/files/Pre_App_Request_Form.pdf.

Both forms are to be submitted to the City's Planning and Development Department for processing.

III. NOTICE AND ORDER ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.070

Appeal Issues:
Method of Service of the Notice and Order
Assessment of inspection fees
Assessment of failed inspection civil penalties
Assessment of daily civil penalties

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
If you are appealing any of the Appeal Issues listed above in this section, please provide a letter to the City Clerk specifying which items you are appealing and the basis of your appeal for each item.

I trust this information will be of service to you. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Michael W. Bouse

Michael W. Bouse
Code Enforcement Manager

cc: Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

EXHIBIT 3

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-386-9108
Administration	229-6092
Permits	229-6251
Inspections	229-6814
Off-site Inspections	229-6337
Code Enforcement	229-6615
Land Development	229-6371

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
SENT VIA FACSIMILE: 702-258-0093

March 15, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd, Ste. B
Las Vegas, NV 89102

RE: FINAL NOTICE – 2301 Palomino Lane (Case No. 104306)

Dear Mr. Stovall,

On February 7, 2012, the attached letter was faxed and mailed to you in response to your letter of January 27, 2012 concerning the process to appeal the Notice and Order issued January 18, 2012 applicable to the above property. My letter to you explained the appeals procedures applicable to the various code violations listed in the Notice and Order. To date, we have no record of you initiating any of the appeal procedures described in the attached letter. Accordingly, this letter is to serve as **FINAL NOTICE** that failure to initiate the appropriate appeal procedures within 10 days of the date of this letter will result in the City initiating the following actions to achieve compliance:

I. BUILDING CODE ITEMS.

Applicable Codes:
2009 International Building Code
1997 Uniform Administrative Code
1997 City of Las Vegas Administrative Code

Violation Location	Violation Comments
Exterior and interior building	All construction must confirm to of disabled access requirements of the 2009 International Building Code.
South side of building – various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

I. BUILDING CODE ITEMS (Continued).

Violation Location	Violation Comments
South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
Back of building – adjacent to double French doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior doors construction.
South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
Interior of building – Various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical & mechanical.

Appeal Hearing Body:
Chris Knight, Building & Safety Director

Method of Initiating Appeal:
Please send a letter to Mr. Chris Knight, Building & Safety Director (333 N Rancho Drive, Las Vegas, Nevada 89106) stating that you are appealing these items in the Notice and Order and state the basis of your appeal. Mr. Knight will coordinate a date, time and location to meet with you and hear your appeal.

Enforcement Action to be Initiated:
A misdemeanor citation will be issued to you to compel compliance with the applicable codes.

II. CONDITIONAL USE ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.010(5)

Violation Location:	Violation Comments:
SDR-Z-0077-00(1) conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR: Condition #3 Access to the site from Palomino Lane shall be prohibited.

II. CONDITIONAL USE ITEMS (Continued).

Violation Comments (Continued):

Condition #6 The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

Please note that our records do indicate that Off-Site Permit No. 43484 was issued to Stephen Douglas Construction on October 11, 2011 to replace the driveway on Palomino Lane with a curb and sidewalks; however, to date, work authorized by that permit has not commenced.

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
Please review and complete the "Review of Condition(s) Submittal Requirements" on-line at: http://www.lasvegasnevada.gov/files/Review_of_Condition.pdf and,

the "Pre-Application Conference Request" form on-line at:
http://www.lasvegasnevada.gov/files/Pre_App_Request_Form.pdf.

Both forms are to be submitted to the City's Planning and Development Department for processing.

Enforcement Action to be Initiated:
The City will initiate the following actions to achieve compliance:

a. The City will remove the driveway apron to the property line on Palomino Lane and reinstall the curb, gutter and sidewalk;
b. You will be billed for all costs of work performed by the City;
c. Failure to reimburse the City for its costs and pay all inspection charges and tolled daily civil penalties will result in the City initiating the process to file a lien against your property to recover all cost of work performed by the City, all inspection costs incurred by the City, and all tolled daily civil penalties.

III. NOTICE AND ORDER ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.070

III. NOTICE AND ORDER ITEMS (Continued).

Appeal Issues: Method of Service of the Notice and Order
Assessment of inspection fees
Assessment of failed inspection civil penalties
Assessment of daily civil penalties

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
If you are appealing any of the Appeal Issues listed above in this section, please provide a letter specifying which items you are appealing and the basis of your appeal for each item.

Enforcement Action to be Initiated:
The City will initiate the process to file a lien against your property to recover all inspection costs, the cost of any work performed by the City, and all tolled daily civil penalties.

We are hopeful that this letter will be sufficient to cause voluntary compliance on your part thereby avoiding further action. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Michael W. Bouse
Code Enforcement Manager

cc: Robin Munier, Special Assistant to Mayor/City Council
Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

Send Result Report

MFP

TASKalfa 400ci

Firmware Version 2H7_2F00.012.012 2011.07.14

03/26/2012 21:55
[2H7_1000.023.001] [2H7_1100.002.003] [2H7_7000.012.012]

Job No.: 041073 Total Time: 0°00'57" Page: 019

No Response

Document: **doc20120326215411**

Stovall & Associates

Attorneys at Law

March 26, 2012

Mr. Chris Knight
Building & Safety Director
333 N. Rancho Drive
Las Vegas, NV 89106

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-382-1731

Re: Appeal of the Nuisance Notice and Order to Comply for property located at 2301 Palomino Lane; Case No. 104306

Mr. Knight:

Please be advised that I represent Leslie M. Stovall and Sarah S. Stovall in the above matter.

Please allow this correspondence to serve as an appeal of the assessment of Code Enforcement within the attached January 18, 2012 Nuisance Notice and Order to Comply (Ex. 1). Specifically, please allow this correspondence to serve as an appeal of the items outlined in §I Building Code Items of Code Enforcement Manager Michael W. Bouse's attached February 7, 2012 (Ex. 2) and

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	03/26/12 21:54	**3821731**	0°00'57"	FAX	BUSY	200x100 Normal/Off

ATTACHMENT Q

March 26, 2012 Letter of Justin Stovall To Code Enforcement Manager Michael Bouse Requesting Legal Justification

Stovall & Associates

Attorneys at Law

March 26, 2012

Michael W. Bouse
Code Enforcement Manager
333 N. Rancho Drive
Las Vegas, NV 89106

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-382-1731

Re: Appeal of the Nuisance Notice and Order to Comply for property located at 2301 Palomino Lane; Case No. 104306

Mr. Bouse:

Please allow this correspondence to serve as a response to your attached February 7, 2012 (Ex. 1) and March 15, 2012 (Ex. 2) correspondence regarding my clients' appeal of the assessment of Code Enforcement within the attached January 18, 2012 Nuisance Notice and Order to Comply (Ex. 3).

Specifically, please allow this correspondence to address §II Conditional Use Items of your March 15, 2012 correspondence. The primary basis of my clients' appeal of the purported violations listed in §II of your correspondence (conditions #3 and #6 of the SDR) is a legal argument involving whether my clients can be bound by the conditions listed in the January 25, 2001 letter attached to Ex. 3. In this regard, please provide me your legal authority for requiring my clients to review and complete the entirely unrelated "Review of Condition(s) Submittal Requirements" and "Pre-Application Conference Request" form.

If you cannot provide me with any legal justification for your stated "method of initiating appeal" I would request that you forward this matter to be heard before the Las Vegas City Council per my clients' timely January 27, 2012 appeal.

Sincerely,

STOVALL & ASSOCIATES

Justin Patrick Stovall, Esq.

JPS/mk
Encl/
1.) Correspondence from Michael W. Bouse (2-7-12)
2.) Correspondence from Michael W. Bouse (3-15-12)
3.) Nuisance Notice and Order to Comply (1-18-12)
c.c./
City of Las Vegas Planning and Development Department,
via facsimile: 702-474-7463

3216 W. Charleston Blvd., Ste. B
Las Vegas, Nevada 89102
Telephone: (702) 258-3034
Fax : (702) 258-0093

3250 S. Highway 160, Ste. 6
Pahrump, Nevada 89048
Telephone: (775) 727-4400
Fax: (775) 727-4447

EXHIBIT 1

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. TRUEWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-258-0093

January 7, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd., Ste. B
Las Vegas, NV 89102

Re: Your Letter of January 27, 2012 Regarding Appeal of the Nuisance Notice and Order to Comply for Property Located at 2301 Palomino Lane; Case No. 104306

Dear Mr. Stovall:

This letter is offered in response to the captioned letter in which you are appealing "the assessment of Code Enforcement with the January 18, 2012 Nuisance and Order to Comply" attached thereto.

Please be advised that at this point in time, we do not have sufficient information to process your appeal request. The Notice and Order of January 18, 2012 details several violations of various provisions of the Las Vegas Municipal Code for which the City Council is not the initial hearing body. The following is a summary of the violations listed in the Notice and Order, the applicable codes/sections, the appropriate appeal hearing body, and the method of initiating appeals to that body:

I. BUILDING CODE ITEMS.

Applicable Codes:
2009 International Building Code
1997 Uniform Administrative Code
1997 City of Las Vegas Administrative Code

Violation Location:	Violation Comments:
Exterior and interior of building	All construction must confirm to disabled access requirements of International Building Code, 2009.
South side of building various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

Violation Location:	Violation Comments:
South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
Back of building – adjacent to double French doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.
South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
Interior of building – Various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical & mechanical.

Appeal Hearing Body:
Chris Knight, Building & Safety Director

Method of Initiating Appeal:
If you are appealing any of the above listed code violations as identified in the Notice and Order, please send a letter to Mr. Chris Knight, Building & Safety Director (333 N Rancho Drive, Las Vegas, Nevada 89106) stating that you are appealing these items and state the basis of your appeal for each item. Mr. Knight will coordinate a date, time and location to meet with you and hear your appeal.

II. CONDITIONAL USES ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.010(5)

Violation Location:	Violation Comments:
SDR-Z-0077-00(1) Conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR: Condition #3 Access to the site from Palomino Lane shall be prohibited. Condition #6 The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
Please review and complete the "Review of Condition(s) Submittal Requirements" on-line at:
http://www.lasvegasnevada.gov/files/Review_of_Condition.pdf
and the "Pre-Application Conference Request" form on-line at
http://www.lasvegasnevada.gov/files/Pre_App_Request_Form.pdf.

Both forms are to be submitted to the City's Planning and Development Department for processing.

III. NOTICE AND ORDER ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.070

Appeal Issues:
Method of Service of the Notice and Order
Assessment of inspection fees
Assessment of failed inspection civil penalties
Assessment of daily civil penalties

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
If you are appealing any of the Appeal Issues listed above in this section, please provide a letter to the City Clerk specifying which items you are appealing and the basis of your appeal for each item.

I trust this information will be of service to you. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Michael W. Bouse
Code Enforcement Manager

cc: Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

EXHIBIT 2

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-386-9108
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Permits	229-6251
Inspections	229-6814
Off-site Inspections	229-6337
Code Enforcement	229-6615
Land Development	229-6371

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
SENT VIA FACSIMILE: 702-258-0093

March 15, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd, Ste. B
Las Vegas, NV 89102

RE: FINAL NOTICE – 2301 Palomino Lane (Case No. 104306)

Dear Mr. Stovall,

On February 7, 2012, the attached letter was faxed and mailed to you in response to your letter of January 27, 2012 concerning the process to appeal the Notice and Order issued January 18, 2012 applicable to the above property. My letter to you explained the appeals procedures applicable to the various code violations listed in the Notice and Order. To date, we have no record of you initiating any of the appeal procedures described in the attached letter. Accordingly, this letter is to serve as **FINAL NOTICE** that failure to initiate the appropriate appeal procedures within 10 days of the date of this letter will result in the City initiating the following actions to achieve compliance:

I. BUILDING CODE ITEMS.

Applicable Codes:
2009 International Building Code
1997 Uniform Administrative Code
1997 City of Las Vegas Administrative Code

Violation Location	Violation Comments
Exterior and interior building	All construction must confirm to of disabled access requirements of the 2009 International Building Code.
South side of building – various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

I. BUILDING CODE ITEMS (Continued).

Violation Location	Violation Comments
South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
Back of building – adjacent to double French doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior doors construction.
South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
Interior of building – Various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical & mechanical.

Appeal Hearing Body:
Chris Knight, Building & Safety Director

Method of Initiating Appeal:
Please send a letter to Mr. Chris Knight, Building & Safety Director (333 N Rancho Drive, Las Vegas, Nevada 89106) stating that you are appealing these items in the Notice and Order and state the basis of your appeal. Mr. Knight will coordinate a date, time and location to meet with you and hear your appeal.

Enforcement Action to be Initiated:
A misdemeanor citation will be issued to you to compel compliance with the applicable codes.

II. CONDITIONAL USE ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.010(5)

Violation Location:	Violation Comments:
SDR-Z-0077-00(1) conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR: Condition #3 Access to the site from Palomino Lane shall be prohibited.

II. CONDITIONAL USE ITEMS (Continued).

Violation Comments (Continued):

Condition #6 The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

Please note that our records do indicate that Off-Site Permit No. 43484 was issued to Stephen Douglas Construction on October 11, 2011 to replace the driveway on Palomino Lane with a curb and sidewalks; however, to date, work authorized by that permit has not commenced.

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
Please review and complete the "Review of Condition(s) Submittal Requirements" on-line at: http://www.lasvegasnevada.gov/files/Review_of_Condition.pdf and,

the "Pre-Application Conference Request" form on-line at:
http://www.lasvegasnevada.gov/files/Pre_App_Request_Form.pdf.

Both forms are to be submitted to the City's Planning and Development Department for processing.

Enforcement Action to be Initiated:
The City will initiate the following actions to achieve compliance:

a. The City will remove the driveway apron to the property line on Palomino Lane and reinstall the curb, gutter and sidewalk;
b. You will be billed for all costs of work performed by the City;
c. Failure to reimburse the City for its costs and pay all inspection charges and tolled daily civil penalties will result in the City initiating the process to file a lien against your property to recover all cost of work performed by the City, all inspection costs incurred by the City, and all tolled daily civil penalties.

III. NOTICE AND ORDER ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.070

III. NOTICE AND ORDER ITEMS (Continued).

Appeal Issues: Method of Service of the Notice and Order
Assessment of inspection fees
Assessment of failed inspection civil penalties
Assessment of daily civil penalties

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
If you are appealing any of the Appeal Issues listed above in this section, please provide a letter specifying which items you are appealing and the basis of your appeal for each item.

Enforcement Action to be Initiated:
The City will initiate the process to file a lien against your property to recover all inspection costs, the cost of any work performed by the City, and all tolled daily civil penalties.

We are hopeful that this letter will be sufficient to cause voluntary compliance on your part thereby avoiding further action. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Michael W. Bouse
Code Enforcement Manager

cc: Robin Munier, Special Assistant to Mayor/City Council
Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

EXHIBIT 3

BUILDING AND SAFETY DEPARTMENT
DIRECTOR
CHRIS KNIGHT

NOTICE AND ORDER

APN: 139-32-802-008

Date: January 18, 2012
Case # 104306

Certified/Regular Mail
Return Receipt Requested

STOVALL LESLIE MARK & SARAH S
3216 W CHARLESTON BLVD #B
LAS VEGAS, NV 89102-1983

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 2301 PALOMINO LN., Las Vegas, NV, Parcel #(s) 139-32-802-008, **that you are in violation of Las Vegas Municipal Code, Title 9 Nuisance, and Title 16 Building code, dealing with nuisance and building violations.**

The following violations have been verified:

16.04 BUILDING CODE- COMM

LVMC 16.04.010 Uniform Code, Standards, supplement adopted. A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and a copy of which shall be maintained on file in the Office of the City Clerk:
(A) The publication entitled "International Building Code, 2006 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.
(B) The document entitled "Southern Nevada Amendments to the 2006 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, 2006 Edition. This document is adopted as Part 2 of this Chapter.

Case #	Violation Location	Violation Comments
104306	Exterior & interior of building	All construction must conform to disabled access requirements of International Building Code, 2009

LAS VEGAS CITY COUNCIL
MAYOR CAROLYN G. GOODMAN
MAYOR PRO TEM STAVROS S. ANTHONY • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • BOB COFFIN
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Edition.

19.12.040 CONDITIONAL USES

LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.12.040 CONDITIONAL USES

A. General
Any use that is marked with the letter "C" in the Land Use Tables for a particular zoning district may be approved administratively as a conditional use if certain minimum conditions, identified as conditional use regulations, can be met. A use approved as a conditionaluse is subject to, and shall comply with:

1. The conditions use regulations that are listed in the Table for that use; and

2. All other applicable requirements of this Title.

B. Special Use Permit Required

Expect as otherwise specifically provided regarding a particular use, when one or more of the itemized conditional use regulations cannot or will not be met, a Special Use Permit is required for the use. Approval of such a Special Use Permit may be conditioned on requirements beyond those that are itemized as conditional use regulations for that use.

C. Conditional Use Verification
Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulation, some of which are conditions that must be met before a use may commence and others that represent ongoing requirements or limitations. In order for the Department to verify compliance with the pplicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department.
Within the time period for submission established by the Department, the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However,

interest in such property must exist in a written agreement with the owner of the record attached to which is a copy of
the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

D. Noncompliance
Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.090 against the person or entity that owns the property or the person or entity that operated the conditional use.

You are in violation of the below approved condition for the attached approved Site Plan Review.

Please bring property back into compliance by following the recommendations below.

Case #	Violation Location	Violation Comments
104306	SDR-Z-0077-00(1) conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR. See attachment.

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 333 N. Rancho Blvd., Las Vegas, NV, or call 702-229-6251.

YOU WILL BE REQUIRED TO SUBMIT PLANS THAT HAVE BEEN CREATED BY A LICENSED PROFESSIONAL. ALL WORK MUST BE PERFORMED BY A LICENSED

CONTRACTOR, WITH THE EXCEPTION OF OWNER OCCUPPIED RESIDENCES.

YOU ARE REQUIRED TO HAVE HAVE ALL REQUIRED INSPECTIONS AND THE FINAL INSPECTION COMPLETED. FAILURE TO DO SO MAY RESULT IN ADDITIONAL FINES, AND FEES TO BE ASSESSED.

Case #	Violation Location	Violation Comments
104306	South side of building - various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.
104306	South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
104306	Back of building - adjacent to double french doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.
104306	South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
104306	Interior of building - various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical, & mechanical.

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 34 at (702)229-5183 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 Code Enforcement, 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 Building and Safety, Code Enforcement Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Michael W. Bouse

Michael W. Bouse, Manager
Code Enforcement Division
Department of Building and Safety

Enclosures: City of Las Vegas General Conditions of Abatement

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

January 25, 2001

Ms. Shirley Rappaport
Mr. Stephen Morris
Stephen L. Morris on behalf of Better Business
Bureau of Southern Nevada
2508 Pinto Lane
Las Vegas, Nevada 89107-4626

RE: Z-0077-00(1) - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF DECEMBER 20, 2000
Related to GPA-0023-00 & Z-0077-00

Dear Applicant:

The City Council at a regular meeting held December 20, 2000 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 3,341 SQUARE FOOT OFFICE BUILDING on 0.50 Acres at 2301 Palomino Lane (APN: 139-32-802-008), R-E (Residential Estates) Zone proposed P-R (Professional Office and Parking). The Notice of Final Action was filed with the Las Vegas City Clerk on December 21, 2000. This approval is subject to:

Planning and Development

1. The applicant shall work with staff to create a "site visibility zone" in the southeast corner of the property.
2. Monument and wall signage will be permitted subject to review.
3. Access to the site from Palomino Lane shall be prohibited.
4. The site plan shall be revised to depict a minimum of one loading space to Municipal code Title 19A.10.020 standards.
5. The site plan shall be amended to depict a Van Accessible Handicap Space pursuant to Chapter 19A.10.010 Diagram G3a.
6. The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.
7. The landscape plan shall be amended to show additional landscaping along the north and west property lines in an attempt to buffer this use from adjacent residential uses.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

8112-012-11/00

8. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed buildings. Lighting standards within the parking lots shall be no more than 15 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights.

9. All exterior lighting shall meet the standards of LVMC section 19A.08.060(C).

Public Works

10. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. All new driveways or modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222a. Any proposed or required modifications to the driveway accessing Rancho Drive must also meet the approval of the Nevada Department of Transportation. (Public Works)

11. The existing gates across the driveway onto Rancho Drive, if intended to remain, and allowed to remain by the Nevada Department of Transportation, shall remain open during normal business hours. (Public Works)

Standard Conditions

12. All mechanical equipment, air conditioners and trash areas shall be fully screened from view.

13. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

14. A landscaping plan shall be submitted prior to or at the same time application is made for a building permit, or prior to occupancy, whichever occurs first.

Sincerely,

Linda Owens AR

LINDA OWENS
Deputy City Clerk II for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Ms. Sylvia Campbell
Better Business Bureau of
Southern Nevada
5595 Spring Mountain Road
Las Vegas, Nevada 89146-8810

Send Result Report

MFP
TASKalfa 400ci
Firmware Version 2H7_2F00.012.012 2011.07.14

03/26/2012 21:24
[2H7_1000.023.001] [2H7_1100.002.003] [2H7_7000.012.012]

Job No.: 041069 Total Time: 0°03'34" Page: 019

No Response

Document: **doc20120326211916**

Stovall & Associates

Attorneys at Law

March 26, 2012

Michael W. Bouse
Code Enforcement Manager
333 N. Rancho Drive
Las Vegas, NV 89106

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-382-1731

Re: Appeal of the Nuisance Notice and Order to Comply for property located at 2301 Palomino Lane; Case No. 104306

Mr. Bouse:

Please allow this correspondence to serve as a response to your attached February 7, 2012 (Ex. 1) and March 15, 2012 (Ex. 2) correspondence regarding my clients' appeal of the assessment of Code Enforcement within the attached January 18, 2012 Nuisance Notice and Order to Comply (Ex. 3).

Specifically, please allow this correspondence to address §II Conditional Use Items of your

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	03/26/12 21:19	**3821731**	0°00'57"	FAX	BUSY	200x100 Normal/Off
002	03/26/12 21:21	**4747463**	0°02'37"	FAX	OK	200x100 Normal/On

ATTACHMENT R

March 29, 2012 Letter from Code Enforcement Manager Michael Bouse to Justin Stovall Providing Requested Legal Justification

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-386-9108
Administration	229-6092
Permits	229-6251
Inspections	229-6914
Off-site Inspections	229-6337
Code Enforcement	229-6615
Land Development	229-6371

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
SENT VIA FACSIMILE: 702-258-0093

March 29, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd, Ste. B
Las Vegas, NV 89102

RE: Your Letter of March 26, 2012 Re: Appeal of the Nuisance and Order to Comply for property located at 2301 Palomino Lane; Case No. 104306

Dear Mr. Stovall,

This letter is offered in response to the captioned letter in which you asked for the legal authority for requiring your clients to review and complete the "Review of Condition(s) Submittal Requirements" and the "Pre-Application Conference Request" forms as specified in my March 15, 2012 letter to you.

Attached please find a copy of Section 19.16.240 (Review of Conditions) of Title 19 (Unified Development Code) of the Las Vegas Municipal Code. This section explains the process for amending conditions of approval imposed by the City Council or the Planning Commission.

I trust this information will be of service to you. Should you have any questions or require additional information regarding Section 19.16.240 or the appeal process pertaining to Section II of my March 15, 2012 letter to you, please do not hesitate to contact Planning Manager Doug Rankin at (702) 229-5408.

Sincerely,

Michael W. Bouse

Michael W. Bouse
Code Enforcement Manager

cc: Robin Munier, Special Assistant to Mayor/City Council
Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

Attachment: Section 19.16.240, Title 19, Las Vegas Municipal Code

19.16.240

REVIEW OF CONDITIONS

A. Purpose and Intent

The purpose of a Review of Condition is to provide a mechanism for reviewing proposed modifications to conditions of approval imposed by the City Council or Planning Commission. The provisions of this Section are intended to govern whenever there is a proposal to amend, modify or review a condition of approval of an application under this Chapter, notwithstanding the fact that other provisions of this Chapter regarding amendments and modifications to approved applications or plans might otherwise apply. The provisions of this Section are not intended to limit the authority of the Planning Commission or City Council.

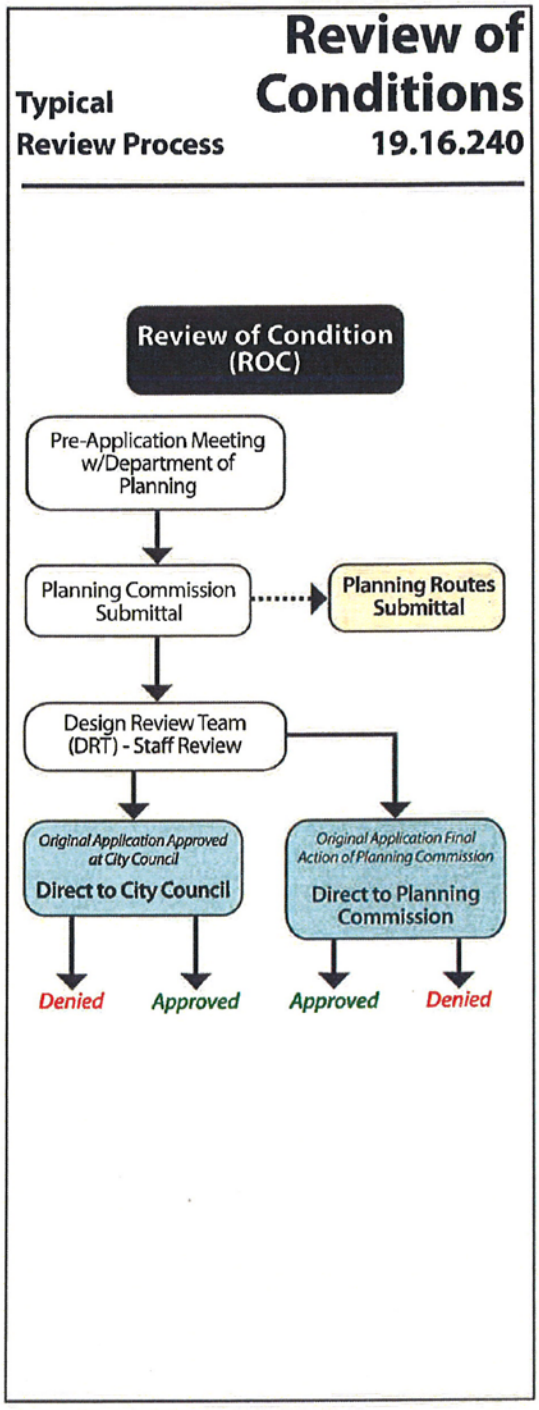
B. Application

The applicant for a Review of Condition shall schedule and hold a pre-application conference with the Department prior to the submittal of an application. An application for Review of Condition shall be filed with the Department on a form to be provided by the Department. The application shall be signed and acknowledged by the owner of record of the property for which the Review of Condition is sought, and shall be notarized as to the owner's signature.

C. Hearing

An application for Review of Condition shall be heard by the Planning Commission or City Council, depending on which body took final action to impose the condition or conditions being reviewed. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

1. Publishing the notice in a newspaper of general circulation within the City; and
2. Mailing a copy of the notice to:
   - **a.** The applicant;
   - **b.** Each owner of real property located within a minimum of one thousand feet of the property described in the application;
   - **c.** The president or head of any registered local neighborhood organization whose organization boundaries are located within the minimum of one mile of the property described in the application; and
   - **d.** The owner of each of the 30 separately-owned



ATTACHMENT S

April 5, 2012 Letter From Building & Safety Director Chris Knight to Justin Stovall Denying Appeal Regarding Required Permits

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-386-9108
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Permits	229-6251
Inspections	229-6914
Off-site Inspections	229-6337
Code Enforcement	229-6615
Land Development	229-6371

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
SENT VIA FACSIMILE: 702-258-0093

April 5, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd, Ste. B
Las Vegas, NV 89102

RE: Appeal Letter of March 26 2012
2301 Palomino Lane (Case No. 104306)

Dear Mr. Stovall,

I am in receipt of your appeal letter dated March 26, 2012 in which you are appealing the following provisions of the Notice and Order dated January 18, 2012 and as restated in correspondence from Code Enforcement Manager Michael W. Bouse dated February 7, 2012 and March 15, 2012, to wit:

I. BUILDING CODE ITEMS.

Applicable Codes:
2009 International Building Code
1997 Uniform Administrative Code
1997 City of Las Vegas Administrative Code

Violation Location	Violation Comments
Exterior and interior building	All construction must confirm to of disabled access requirements of the 2009 International Building Code.
South side of building – various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

I. BUILDING CODE ITEMS (Continued).

Violation Location	Violation Comments
South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
Back of building – adjacent to double French doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior doors construction.
South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
Interior of building – Various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical & mechanical.

I have carefully reviewed the information contained in the case file on this matter including photographs taken by the Code Enforcement Officer during inspections of the subject property. Based upon a review of the scope of work in progress and the case file, I have determined that the following permit requirement is applicable to the work in progress:

A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition

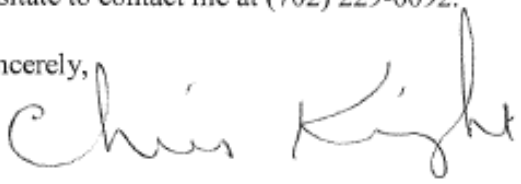
"301.1 Permits Required. Except as specified in this Section 301 or in Section 28 of the Supplemental Document, no building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, 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 a necessary and appropriate permit for the work has been obtained, the Building Official is authorized to charge:

1. An additional fee in the amount of the building permit fees chargeable under Section 304 (i.e., double fees); and
2. An investigation inspection fee pursuant to Table No. 3-E,if an inspector or inspections supervisor is sent to inspect the work."

Accordingly, your appeal is hereby denied. You are hereby order to obtain the required permit for the previously described work within 30 days of the date of this letter. Failure to obtain the required permit as specified herein will result in the City initiating further action to compel compliance.

Please do not hesitate to contact me should you have any questions or require additional information. In addition, if you wish to meet to further discuss these issues, please do not hesitate to contact me at (702) 229-6092.

Sincerely,



Chris Knight, Building Official

cc: Robin Munier, Special Assistant to Mayor/City Council
Bryan Scott, Assistant City Attorney
Michael Bouse, Code Enforcement Manager
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

04/10/2012 TUE 06:46 FAX 001

****
*** FAX TX REPORT ***
****

TRANSMISSION OK

JOB NO.	0537
DESTINATION ADDRESS	2580093
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	04/10 06:45
USAGE T	00'54
PGS.	3
RESULT	OK

ATTACHMENT T

Case Summary Report Prepared by Code Enforcement Officer Scott Slovis

Code Enforcement
Case Summary Report

Case # 104306

2301 PALOMINO LN - Map # 02423-88 Parcel 13932802008

Owner Information:
STOVALL LESLIE MARK & SARAH S

3216 W CHARLESTON BLVD #B
LAS VEGAS, NV 89102-1983

Zoning Information: P-R(PROFESSIONAL OFFICE AND PARKIN)

Case Comments: Per planning department memo, check SDR-Z-0077-00(1) conditions #3 & #6.

Case Assigned To: SCOTT SLOVIS
Follow Up Inspection Date: April 12, 2012
Date Case Opened: August 01, 2011
Ward: 1
Date Case Resolved:
Source: CAR

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: YES

Contacts:

Capacity	Name & Address	Day Phone	Evening Phone	Fax
OWNER (Prim)	STOVALL LESLIE MARK & SARAH S 3216 W CHARLESTON BLVD #B LAS VEGAS, NV 89102-1983			

Violations:

Violation
Violation Date **Status/Completed Date** **Location**
Comments

AB-003 16.04 BUILDING CODE- COMM

12/08/2011 OPEN Exterior & interior of building
All construction must conform to disabled access requirements of International Building Code, 2009 Edition.

AB-005 UAC 301.1 PERMITS REQUIRED

12/08/2011 OPEN Interior of building - various locations
Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical, & mechanical.

12/08/2011 OPEN Back of building - adjacent to double french doors
Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.

12/08/2011 OPEN South side of building at soffit & exterior wall
Licensed contractor to obtain all required permits & inspections for electrical work.

12/08/2011 OPEN South side of building
Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.

12/08/2011 OPEN South side of building - various locations
Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

AZ1-7B3 19.12.040 CONDITIONAL USES

12/08/2011 OPEN SDR-Z-0077-00(1) conditions #3 & #6

Please bring property into compliance with conditions #3 & #6 of SDR. See attachment.

Inspection Information:

Inspection #	Schedule Date	Inspection Date	Inspected By	Inspection Results
1158974	8/1/11	8/1/11	SLOVIS	Failed
34) Commercial property, appears vacant. Gates to access property from Rancho Dr & Palomino Ln closed & locked. Property does not meet conditions #3 & #6 of SDR-Z-0077-00(1). Condition #3 - "Access to the site from Palomino Ln shall be prohibited." Condition #6 - "The landscape plan & site plan shall be amended to remove the driveway from Palomino Wy to the existing curb cut on Rancho Dr & shall be landscaped with drought tolerant plant materials." Photos. Post correction notice, call back 9-1. Mailed copy to owner at 3216 W. Charleston Blvd #B Las Vegas.				
1158997	10/27/11	11/3/11	SLOVIS	Status Check
34) Spoke to owner Les Stovall, at property upon arrival. Told him even though off-site permit was obtained to remove curb cut on Palomino Wy & replace with curb & sidewalk, work needs to be completed to be in compliance with condition #3 of SDR. Also told him amended site & landscape plan need to be submitted to be in complaince with condition #6 of SDR. Owner stated he will have assistant Mike Iglinski contact me to provide timeframe.				
1196765	11/23/11	11/23/11	SLOVIS	Status Check
34) New complaints received about concrete poured, violating egress/ingress & remodeling without permits. Checked property. Active off-site permit 43484 to remove curb cut on Palomino Ln & replace with curb & sidewalk. No work being done to right-of-way yet. Gates to property closed & locked. Dumpster on east side of building. No construction debris observed. Does not appear to be anyone at property. Will monitor.				
1204310	12/1/11	12/1/11	SLOVIS	Status Check
34) Checked property while in area. Gates open. People doing work inside building, which is vacant. Looked inside through east side window- drywall work & possible electric being done. Work being done to rear exterior. Photos. Spoke to Jay, who came out of building. Stated he's only cleaning up for owner & doesn't know who's doing the work.				
1206905	12/8/11	12/8/11	SLOVIS	Status Check
34) Went to property with 31. Took additional photos of interior work. Owner Les Stovall at property. Posted 2nd correction notice & gave copy to owner. He asked us to leave property. Call back 1-3-12. Mailed copy to owner at 3216 W. Charleston Blvd #B Las Vegas.				
1209625	1/3/12	1/4/12	SLOVIS	Failed
34) Gates to property closed. Property does not meet conditions #3 & #6 of SDR-Z-0077-00(1). No building permits obtained. Work still being done. Door on east side of building removed & opening replaced with wood. Photos. $120 fee. Go to Notice & Order.				
1218271	1/18/12	1/18/12	SLOVIS	Failed
34) Post Notice & Order. Gates to property open. Property does not meet conditions #3 & #6 of SDR-Z-0077-00(1). No building permits obtained. Work still being done. Dumpster on east side of building. Photos. $180 + $150 fee. Call back 1-30.				
1223396	4/12/12			No Action

Log Information:

Date	Personnel	Action	Comments
08/01/2011	sp_rptCreateLog Procedure	N-CORR	

12/08/2011	sp_rptCreateLog Procedure	N-CORR
01/18/2012	sp_rptCreateLog Procedure	N-N&O

Notice Information:

NOTICE AND ORDER ISSUED Log Type: **N-N&O**
Date Issued: **1/18/12** Date Mailed: **1/18/12** Date Posted: **1/18/12** Officer Posted: **34**
Issued To:
Mailing Method #1: **CERTMAIL** Certified #: **70073020000278001768**
Mailing Method #2: **MAIL** Status: Date:
Receipient: ***MARK & SARAH STOVALL , LS VG NV***

Recording Information: Recorded Date: **1/26/12** Recorded Book #: **20120126003010**
Release Date: Recorded Book #:

Case Notes/Time Tracking

Task Date	# Hours	Task	Time	Do Not Distrib
Comments				
08/01/11	0.25	RESEARCH	8:00 AM - 8:15 AM	
34) Checked Sire- no approved site plan or landscape plan.				
08/02/11	0.10	PHONE	10:09 AM - 10:15 AM	
34) Received call from Mike Iglinski 205-7983. Stated he works for owner. Asked me to e-mail city council letter to him at iglinski@lesstovall.com.				
08/17/11	0.13	PHONE	9:19 AM - 9:27 AM	
34) Returned call from owner's assistant Lynn Peralta 258-3034. Advised her to have owner call planning supervisor Andy Reed to find out what needs to be done to bring property into compliance.				
09/01/11	0.13	PHONE	9:20 AM - 9:28 AM	
34) Called Mike Iglinski, who works for owner. Stated he's spoken to Andy Reed & owner plans to bring property into compliance. Call back 9-29.				
09/01/11	0.08	PHONE	9:14 AM - 9:19 AM	
34) Returned call from contractor Steve Jones 493-4867. Stated he's submitting bid to owner.				
11/01/11	0.17	PHONE	4:50 PM - 5:00 PM	
34) Called Barbara Bumgarner with land development. Off-site permit 43484 to remove curb cut on Palomino Ln & replace with curb & sidewalk, issued 10-11-11. Contractor is Stephen Douglas Construction.				
11/03/11	0.17	PHONE	4:35 PM - 4:45 PM	
34) Returned call from Mike Iglinski 205-7983. He stated work on right-of-way will be started & amended site & landscape plan will be submitted within 60 days. Call back 1-3-12.				
11/03/11	0.33	PHONE	10:00 AM - 10:20 AM	
340 Called planning department, spoke to Jim Marshall. He stated amended site & landscape plan not received.				
11/21/11	0.03	PHONE	3:05 PM - 3:07 PM	
Hotline: no permits on construction work being done. Concrete poured that is violation of egress/ingress.				
11/22/11	0.03	PHONE	8:50 AM - 8:52 AM	
Remodeling in business without permits.				
12/01/11	0.12	PHONE	9:04 AM - 9:11 AM	
21)REC TELE CALL FROM GREGG CRAWFORD/FD- THEY WITNESSED STAIRS AND DRYWALL WORK BEING DONE WITHOUT PERMITS.THE INSPECTOR WAS ASKED TO LEAVE THE PROPERTY. PLEASE CALL GREGG BEFORE DOING RE-INSPECT. THE FD WOULD LIKE TO ASSIT.				

12/08/11	0.58 INSP ASST	10:45 AM - 11:20 AM
31) Assisted 34 with inspection.		
12/08/11	1.82 OFFICER NT	8:12 AM - 10:01 AM
34) Reviewed photos with 31. Added violations to case. Will issue 2nd correction notice.		
01/17/12	0.08 NO REQUEST	7:28 AM - 7:33 AM
34) Gave Notice & Order request to 21.		
01/17/12	0.60 NO PROCESS	6:52 AM - 7:28 AM
34) Prepare Notice & Order.		
01/18/12	0.42 NO PROCESS	8:35 AM - 9:00 AM
21)REFER FILE TO 34 FOR POSTING ALL MAILINGS DONE		
01/19/12	0.18 PHONE	3:19 PM - 3:30 PM
34) Received call from investigator Jack Snyder with State Contractors Board. Asked me to e-mail notice & photos to him at jsnyder@nscb.state.nv.us.		
01/19/12	0.07 PHONE	7:30 AM - 7:34 AM
34) Called investigator Greg Welch with NV State Contractors Board 486-1100 ext:1143, left message stating contractors working at property are possibly unlicensed.		
01/26/12	0.25 RECORD	3:15 PM - 3:30 PM
Ld) Recorded N&O dated 1/18/12		
01/26/12	0.08 EMAIL	9:33 AM - 9:38 AM
34) Sent e-mail to owner's assistant Mike Iglinski requesting meeting with owner in office.		
01/30/12	0.08 OFFICER NT	4:40 PM - 4:45 PM
34) Owner appealed Notice & Order. Moved into EB.		
01/31/12	0.08 OFFICER NT	2:00 PM - 2:05 PM
21)gate closed no persons on site no construction activity.		
02/06/12	0.08 PHONE	2:28 PM - 2:33 PM
34) Received message from owner's assistant Lynn Peralta wanting to schedule meeting with owner. Sent e-mail to 19 advising of this. Owner appealed Notice & Order.		
02/06/12	0.45 ADMIN	1:00 PM - 1:27 PM
hvac changeout (4 units), same for same, double fee per code enforcements***		
02/07/12	0.07 FAX	2:46 PM - 2:50 PM
21)faxed copy letter indicating appeal process		
02/15/12	0.10 OFFICER NT	9:35 AM - 9:41 AM
34) Took photos for 19.		
03/20/12	0.15 ADMIN	10:00 AM - 10:09 AM
Letter sent to Stoval & Associates		
03/29/12	0.13 ADMIN	9:25 AM - 9:33 AM
Letter sent. Original given to #19		

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
COMMERCIAL INSPECTION FEE	$120.00	P	01/04/2012	02/07/2012
COMMERCIAL REINSPECTION FEE	$180.00	U	01/18/2012	
FIRST COMMERCIAL CIVIL PENALTY	$150.00	U	01/18/2012	
Total Amount Due:	**$450.00**			

Appeal Letter of Justin Patrick Stovall of March 26, 2012

Stovall & Associates

Attorneys at Law

March 26, 2012

City Clerk
City Hall, First Floor
495 S. Main Street
Las Vegas, NV 89101

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-382-4803

Re: Appeal of the Nuisance Notice and Order to Comply for property located at 2301 Palomino Lane; Case No. 104306

To whom it may concern:

Please be advised that I represent Leslie M. Stovall and Sarah S. Stovall in the above matter.

Please allow this correspondence to serve as an appeal of the assessment of Code Enforcement within the attached January 18, 2012 Nuisance Notice and Order to Comply (Ex. 1). Specifically, please allow this correspondence to serve as an appeal of the items outlined in §III Notice and Order Items of Code Enforcement Manager Michael W. Bouse's attached February 7, 2012 (Ex. 2) and March 15, 2012 (Ex. 3) correspondence.

My clients appeal the method of service of the notice and order, any assessment of inspection fees, any assessment of failed inspection civil penalties, any assessment of daily civil penalties, and any other issues made appealable by the correspondence attached as Ex. 1, Ex. 2, and Ex. 3. The basis of the appeal is that my clients dispute the method of service of the notice and order, dispute the findings underlying the purported violations, and dispute the manner in which the City has responded to their timely January 27, 2012 appeal.

Sincerely,

STOVALL & ASSOCIATES

Justin Patrick Stovall, Esq.

JPS/mk
Encl/
1.) Nuisance Notice and Order to Comply (1-18-12)
2.) Correspondence from Michael W. Bouse (2-7-12)
3.) Correspondence from Michael W. Bouse (3-15-12)
c.c./
Code Enforcement Manager Michael W. Bouse,
via facsimile: 702-382-1731

3216 W. Charleston Blvd., Ste. B
Las Vegas, Nevada 89102
Telephone: (702) 258-3034
Fax : (702) 258-0093

3250 S. Highway 160, Ste. 6
Pahrump, Nevada 89048
Telephone: (775) 727-4400
Fax: (775) 727-4447

EXHIBIT 1

BUILDING AND SAFETY DEPARTMENT
DIRECTOR
CHRIS KNIGHT

NOTICE AND ORDER

APN: 139-32-802-008

Date: January 18, 2012
Case # 104306

Certified/Regular Mail
Return Receipt Requested

STOVALL LESLIE MARK & SARAH S
3216 W CHARLESTON BLVD #B
LAS VEGAS, NV 89102-1983

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 2301 PALOMINO LN., Las Vegas, NV, Parcel #(s) 139-32-802-008, **that you are in violation of Las Vegas Municipal Code, Title 9 Nuisance, and Title 16 Building code, dealing with nuisance and building violations.**

The following violations have been verified:

16.04 BUILDING CODE- COMM

LVMC 16.04.010 Uniform Code, Standards, supplement adopted. A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and a copy of which shall be maintained on file in the Office of the City Clerk:
(A) The publication entitled "International Building Code, 2006 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.
(B) The document entitled "Southern Nevada Amendments to the 2006 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, 2006 Edition. This document is adopted as Part 2 of this Chapter.

Case #	Violation Location	Violation Comments
104306	Exterior & interior of building	All construction must conform to disabled access requirements of International Building Code, 2009

LAS VEGAS CITY COUNCIL
MAYOR CAROLYN G. GOODMAN
MAYOR PRO TEM STAVROS S. ANTHONY • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • BOB COFFIN
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Edition.

19.12.040 CONDITIONAL USES

LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.12.040 CONDITIONAL USES

A. General
Any use that is marked with the letter "C" in the Land Use Tables for a particular zoning district may be approved administratively as a conditional use if certain minimum conditions, identified as conditional use regulations, can be met. A use approved as a conditionaluse is subject to, and shall comply with:

1. The conditions use regulations that are listed in the Table for that use; and

2. All other applicable requirements of this Title.

B. Special Use Permit Required

Expect as otherwise specifically provided regarding a particular use, when one or more of the itemized conditional use regulations cannot or will not be met, a Special Use Permit is required for the use. Approval of such a Special Use Permit may be conditioned on requirements beyond those that are itemized as conditional use regulations for that use.

C. Conditional Use Verification
Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulation, some of which are conditions that must be met before a use may commence and others that represent ongoing requirements or limitations. In order for the Department to verify compliance with the pplicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department.
Within the time period for submission established by the Department, the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However,

interest in such property must exist in a written agreement with the owner of the record attached to which is a copy of
the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

D. Noncompliance
Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.090 against the person or entity that owns the property or the person or entity that operated the conditional use.

You are in violation of the below approved condition for the attached approved Site Plan Review.

Please bring property back into compliance by following the recommendations below.

Case #	Violation Location	Violation Comments
104306	SDR-Z-0077-00(1) conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR. See attachment.

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 333 N. Rancho Blvd., Las Vegas, NV, or call 702-229-6251.

YOU WILL BE REQUIRED TO SUBMIT PLANS THAT HAVE BEEN CREATED BY A LICENSED PROFESSIONAL. ALL WORK MUST BE PERFORMED BY A LICENSED

CONTRACTOR, WITH THE EXCEPTION OF OWNER OCCUPPIED RESIDENCES.

YOU ARE REQUIRED TO HAVE HAVE ALL REQUIRED INSPECTIONS AND THE FINAL INSPECTION COMPLETED. FAILURE TO DO SO MAY RESULT IN ADDITIONAL FINES, AND FEES TO BE ASSESSED.

Case #	Violation Location	Violation Comments
104306	South side of building - various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.
104306	South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
104306	Back of building - adjacent to double french doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.
104306	South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
104306	Interior of building - various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical, & mechanical.

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 34 at (702)229-5183 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 Code Enforcement, 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 Building and Safety, Code Enforcement Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Michael W. Bouse

Michael W. Bouse, Manager
Code Enforcement Division
Department of Building and Safety

Enclosures: City of Las Vegas General Conditions of Abatement

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

January 25, 2001

Ms. Shirley Rappaport
Mr. Stephen Morris
Stephen L. Morris on behalf of Better Business
Bureau of Southern Nevada
2508 Pinto Lane
Las Vegas, Nevada 89107-4626

RE: Z-0077-00(1) - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF DECEMBER 20, 2000
Related to GPA-0023-00 & Z-0077-00

Dear Applicant:

The City Council at a regular meeting held December 20, 2000 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 3,341 SQUARE FOOT OFFICE BUILDING on 0.50 Acres at 2301 Palomino Lane (APN: 139-32-802-008), R-E (Residential Estates) Zone proposed P-R (Professional Office and Parking). The Notice of Final Action was filed with the Las Vegas City Clerk on December 21, 2000. This approval is subject to:

Planning and Development

1. The applicant shall work with staff to create a "site visibility zone" in the southeast corner of the property.

2. Monument and wall signage will be permitted subject to review.

3. Access to the site from Palomino Lane shall be prohibited.

4. The site plan shall be revised to depict a minimum of one loading space to Municipal code Title 19A.10.020 standards.

5. The site plan shall be amended to depict a Van Accessible Handicap Space pursuant to Chapter 19A.10.010 Diagram G3a.

6. The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

7. The landscape plan shall be amended to show additional landscaping along the north and west property lines in an attempt to buffer this use from adjacent residential uses.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

8112-012-11/00

8. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed buildings. Lighting standards within the parking lots shall be no more than 15 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights.

9. All exterior lighting shall meet the standards of LVMC section 19A.08.060(C).

Public Works

10. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. All new driveways or modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222a. Any proposed or required modifications to the driveway accessing Rancho Drive must also meet the approval of the Nevada Department of Transportation. (Public Works)

11. The existing gates across the driveway onto Rancho Drive, if intended to remain, and allowed to remain by the Nevada Department of Transportation, shall remain open during normal business hours. (Public Works)

Standard Conditions

12. All mechanical equipment, air conditioners and trash areas shall be fully screened from view.

13. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

14. A landscaping plan shall be submitted prior to or at the same time application is made for a building permit, or prior to occupancy, whichever occurs first.

Sincerely,

Linda Owens AR

LINDA OWENS
Deputy City Clerk II for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Ms. Sylvia Campbell
Better Business Bureau of
Southern Nevada
5595 Spring Mountain Road
Las Vegas, Nevada 89146-8810

EXHIBIT 2

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-258-0093

January 7, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd., Ste. B
Las Vegas, NV 89102

Re: Your Letter of January 27, 2012 Regarding Appeal of the Nuisance Notice and Order to Comply for Property Located at 2301 Palomino Lane; Case No. 104306

Dear Mr. Stovall:

This letter is offered in response to the captioned letter in which you are appealing "the assessment of Code Enforcement with the January 18, 2012 Nuisance and Order to Comply" attached thereto.

Please be advised that at this point in time, we do not have sufficient information to process your appeal request. The Notice and Order of January 18, 2012 details several violations of various provisions of the Las Vegas Municipal Code for which the City Council is not the initial hearing body. The following is a summary of the violations listed in the Notice and Order, the applicable codes/sections, the appropriate appeal hearing body, and the method of initiating appeals to that body:

I. BUILDING CODE ITEMS.

Applicable Codes:
2009 International Building Code
1997 Uniform Administrative Code
1997 City of Las Vegas Administrative Code

Violation Location:	**Violation Comments:**
Exterior and interior of building	All construction must confirm to disabled access requirements of International Building Code, 2009.
South side of building various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

Violation Location:	Violation Comments:
South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
Back of building adjacent to double French doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior construction.
South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
Interior of building Various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical & mechanical.

Appeal Hearing Body:
Chris Knight, Building & Safety Director

Method of Initiating Appeal:
If you are appealing any of the above listed code violations as identified in the Notice and Order, please send a letter to Mr. Chris Knight, Building & Safety Director (333 N Rancho Drive, Las Vegas, Nevada 89106) stating that you are appealing these items and state the basis of your appeal for each item. Mr. Knight will coordinate a date, time and location to meet with you and hear your appeal.

II. **CONDITIONAL USES ITEMS.**

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.010(5)

Violation Location:	Violation Comments:
SDR-Z-0077-00(1) Conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR: Condition #3 Access to the site from Palomino Lane shall be prohibited. Condition #6 The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

Appeal Hearing Body:
City Council

Method of Initiating Appeal:

Please review and complete the "Review of Condition(s) Submittal Requirements" on-line at:
http://www.lasvegasnevada.gov/files/Review_of_Condition.pdf
and the "Pre-Application Conference Request" form on-line at
http://www.lasvegasnevada.gov/files/Pre_App_Request_Form.pdf.

Both forms are to be submitted to the City's Planning and Development Department for processing.

III. NOTICE AND ORDER ITEMS.

Applicable Code:

City of Las Vegas Municipal Code Section 9.04.070

Appeal Issues:

Method of Service of the Notice and Order
Assessment of inspection fees
Assessment of failed inspection civil penalties
Assessment of daily civil penalties

Appeal Hearing Body:

City Council

Method of Initiating Appeal:

If you are appealing any of the Appeal Issues listed above in this section, please provide a letter to the City Clerk specifying which items you are appealing and the basis of your appeal for each item.

I trust this information will be of service to you. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Michael W. Bouse

Michael W. Bouse
Code Enforcement Manager

cc: Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

EXHIBIT 3

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-386-9108
Administration	229-6092
Permits	229-6251
Inspections	229-6914
Off-site Inspections	229-6337
Code Enforcement	229-6615
Land Development	229-6371

www.lasvegasnevada.gov

SENT VIA U.S. MAIL
SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
SENT VIA FACSIMILE: 702-258-0093

March 15, 2012

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd, Ste. B
Las Vegas, NV 89102

RE: FINAL NOTICE – 2301 Palomino Lane (Case No. 104306)

Dear Mr. Stovall,

On February 7, 2012, the attached letter was faxed and mailed to you in response to your letter of January 27, 2012 concerning the process to appeal the Notice and Order issued January 18, 2012 applicable to the above property. My letter to you explained the appeals procedures applicable to the various code violations listed in the Notice and Order. To date, we have no record of you initiating any of the appeal procedures described in the attached letter. Accordingly, this letter is to serve as **FINAL NOTICE** that failure to initiate the appropriate appeal procedures within 10 days of the date of this letter will result in the City initiating the following actions to achieve compliance:

I. BUILDING CODE ITEMS.

Applicable Codes:
2009 International Building Code
1997 Uniform Administrative Code
1997 City of Las Vegas Administrative Code

Violation Location	Violation Comments
Exterior and interior building	All construction must confirm to of disabled access requirements of the 2009 International Building Code.
South side of building – various locations	Licensed contractor to obtain all required permits & inspections for alterations to exterior wall finishes.

I. BUILDING CODE ITEMS (Continued).

Violation Location	Violation Comments
South side of building at soffit & exterior wall	Licensed contractor to obtain all required permits & inspections for electrical work.
Back of building – adjacent to double French doors	Licensed contractor to obtain all required permits & inspections for new exterior wall & interior doors construction.
South side of building	Licensed contractor to obtain all required permits & inspections for extended & enclosed space, approximately 8' x 3'.
Interior of building – Various locations	Licensed contractor to obtain all required permits & inspections for interior renovations/improvements. To include structural, electrical & mechanical.

Appeal Hearing Body:
Chris Knight, Building & Safety Director

Method of Initiating Appeal:
Please send a letter to Mr. Chris Knight, Building & Safety Director (333 N Rancho Drive, Las Vegas, Nevada 89106) stating that you are appealing these items in the Notice and Order and state the basis of your appeal. Mr. Knight will coordinate a date, time and location to meet with you and hear your appeal.

Enforcement Action to be Initiated:
A misdemeanor citation will be issued to you to compel compliance with the applicable codes.

II. CONDITIONAL USE ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.010(5)

Violation Location:	Violation Comments:
SDR-Z-0077-00(1) conditions #3 & #6	Please bring property into compliance with conditions #3 & #6 of SDR: Condition #3 Access to the site from Palomino Lane shall be prohibited.

II. CONDITIONAL USE ITEMS (Continued).

Violation Comments (Continued):

Condition #6 The landscape plan and site plan shall be amended to remove the driveway from Palomino Way to the existing curb cut on Rancho Drive and shall be landscaped with drought tolerant plant materials.

Please note that our records do indicate that Off-Site Permit No. 43484 was issued to Stephen Douglas Construction on October 11, 2011 to replace the driveway on Palomino Lane with a curb and sidewalks; however, to date, work authorized by that permit has not commenced.

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
Please review and complete the "Review of Condition(s) Submittal Requirements" on-line at: http://www.lasvegasnevada.gov/files/Review_of_Condition.pdf and,

the "Pre-Application Conference Request" form on-line at:
http://www.lasvegasnevada.gov/files/Pre_App_Request_Form.pdf.

Both forms are to be submitted to the City's Planning and Development Department for processing.

Enforcement Action to be Initiated:
The City will initiate the following actions to achieve compliance:

a. The City will remove the driveway apron to the property line on Palomino Lane and reinstall the curb, gutter and sidewalk;
b. You will be billed for all costs of work performed by the City;
c. Failure to reimburse the City for its costs and pay all inspection charges and tolled daily civil penalties will result in the City initiating the process to file a lien against your property to recover all cost of work performed by the City, all inspection costs incurred by the City, and all tolled daily civil penalties.

III. NOTICE AND ORDER ITEMS.

Applicable Code:
City of Las Vegas Municipal Code Section 9.04.070

III. NOTICE AND ORDER ITEMS (Continued).

Appeal Issues: Method of Service of the Notice and Order
Assessment of inspection fees
Assessment of failed inspection civil penalties
Assessment of daily civil penalties

Appeal Hearing Body:
City Council

Method of Initiating Appeal:
If you are appealing any of the Appeal Issues listed above in this section, please provide a letter specifying which items you are appealing and the basis of your appeal for each item.

Enforcement Action to be Initiated:
The City will initiate the process to file a lien against your property to recover all inspection costs, the cost of any work performed by the City, and all tolled daily civil penalties.

We are hopeful that this letter will be sufficient to cause voluntary compliance on your part thereby avoiding further action. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Michael W. Bouse
Code Enforcement Manager

cc: Robin Munier, Special Assistant to Mayor/City Council
Bryan Scott, Assistant City Attorney
Chris Knight, Building & Safety Director
Doug Rankin, Planning Manager
Vicki Ozuna, Senior Code Enforcement Officer
Tony Guarino, Senior Code Enforcement Officer
Case File

Send Result Report

MFP

TASKalfa 400ci

Firmware Version 2H7_2F00.012.012 2011.07.14

03/26/2012 22:00

[2H7_1000.023.001] [2H7_1100.002.003] [2H7_7000.012.012]

Job No.: 041074 Total Time: 0°02'56" Page: 019

No Response

Document: **doc20120326215636**

Stovall & Associates

Attorneys at Law

March 26, 2012

City Clerk
City Hall, First Floor
495 S. Main Street
Las Vegas, NV 89101

SENT VIA U.S. MAIL
SENT VIA FACSIMILE:
702-382-4803

Re: Appeal of the Nuisance Notice and Order to Comply for property located at 2301 Palomino Lane; Case No. 104306

To whom it may concern:

Please be advised that I represent Leslie M. Stovall and Sarah S. Stovall in the above matter.

Please allow this correspondence to serve as an appeal of the assessment of Code Enforcement within the attached January 18, 2012 Nuisance Notice and Order to Comply (Ex. 1). Specifically, please allow this correspondence to serve as an appeal of the items outlined in §III Notice and

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	03/26/12 21:57	**3824803**	0°01'59"	FAX	OK	200x100 Normal/On
002	03/26/12 21:59	**3821731**	0°00'57"	FAX	BUSY	200x100 Normal/Off

[QHY0X04704]

Notification to Appellant

April 4, 2012 Letter From Code Enforcement Manager Michael Bouse to Justin Stovall Advising of City Council Appeal Hearing Date, Time and Location

BUILDING & SAFETY
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-386-9108
Administration	229-6092
Permits	229-6251
Inspections	229-6914
Off-site Inspections	229-6337
Code Enforcement	229-6615
Land Development	229-6371

www.lasvegasnevada.gov

Mayor
Carolyn G. Goodman

City Council
Stavros S. Anthony
(Mayor Pro Tem)

Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Bob Coffin
Bob Beers

City Manager
Elizabeth N. Fretwell

April 4, 2012

CASE #104306
Sent Via Certified Mail
Return Receipt Requested
Sent Via Facsimile 702-258-0093

Stovall & Associates
Attn: Justin Patrick Stovall, Esq.
3216 W Charleston Blvd, Ste. B
Las Vegas, NV 89102

RE: 2301 Palomino Lane/Case No. 104306

Dear Mr. Stovall:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 495 S Main Street, Las Vegas, Nevada on May 16, 2012 at 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on March 26, 2012, concerning the Notice and Order to Comply for the property located at 2301 Palomino Lane.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions concerning this procedure, please contact the Code Enforcement Division located in the Department of Building and Safety, by telephoning (702) 229-6615.

Sincerely,

Michael W. Bouse

Michael W. Bouse, Manager
Code Enforcement Division
Department of Building and Safety

MWB:ld

cc: Leslie Mark & Sarah S. Stovall
3216 W Charleston Blvd, Ste. B
Las Vegas, NV 89102-1983

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

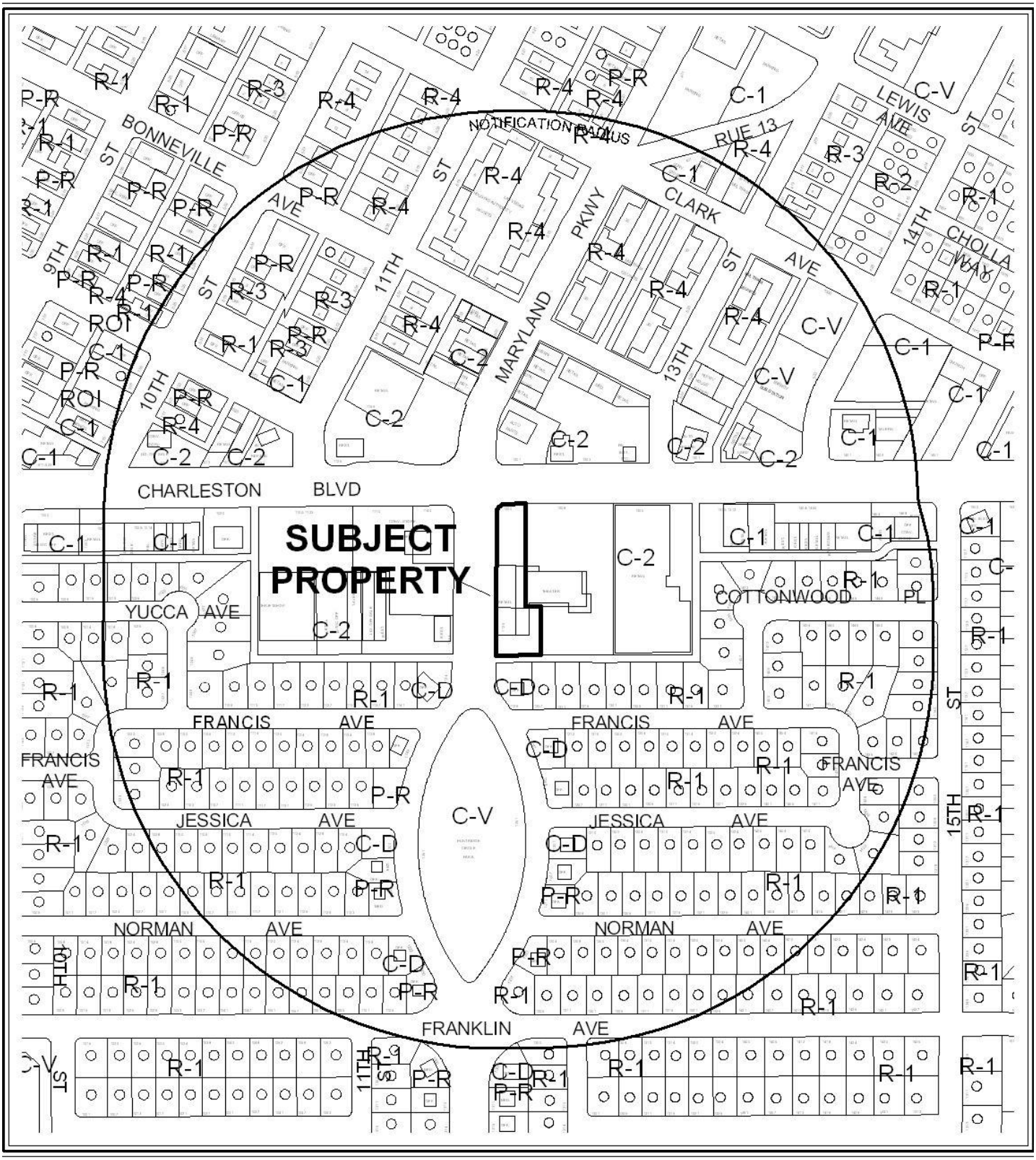
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-43987 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CIMA MIZRACHI - OWNER: KING GEORGE, LLC - For possible action on an Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED SECONDHAND DEALER at 1200 East Charleston Boulevard and 1125 South Maryland Parkway (APNs 162-02-110-015 and 018), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**9**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Appeal Letter Submitted by Cima Mizrachi
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Protest Postcards



0 300 600 Feet

CASE: **SUP-43987**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

0 300 600 Feet

CASE: **SUP-43987**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

Cima Mizrachi
1200 E. Charleston Blvd
Las Vegas, Nevada 89104
SUP- 43987

RECEIVED
CITY CLERK

2012 JAN 18 P 3:52

Las Vegas City Council
400 Stewart Blvd.
Las Vegas, Nevada 89101

To whom it may concern:

I would like to appeal the decision to deny SUP- 43987at the Planning Commission Meeting on January 10, 2012.

A Special Use Permit is required to obtain a Secondhand Dealer license for the following locations: 1200 E. Charleston Blvd. and 1125 S Maryland Pkwy. The staff recommended approval of the Special Use Permit and I concurred with all conditions set forth.

When I submitted the application for the above addresses I also submitted a separate application for the adjacent address at 1208 E. Charleston Blvd. This address is that of The Huntridge Theater, which is registered as an historic building.

All of the objectors who came to the Planning Commission Meeting seemed to be objecting the idea that a secondhand store would be located within the historic building, but there was little to no conversation in regards to the addresses I am writing to you about today: 1200 E. Charleston Blvd. and 1125 S. Maryland Pkwy.

The only references made to the above addresses where in conjunction with The Huntridge Theater and referred to the general aesthetic of the building, or where in regards to the plans submitted in 2008 for the renovation of all three addresses. Unfortunately, my family came into some financial hardships after those plans were submitted and we were unable to follow through with the site development as intended. I know the community is strongly opposed to having The Huntridge Theater be a retail store for secondhand items, and that is fine, I am no longer asking for that right. I am only asking for reconsideration of the adjacent properties which have been used as furniture retail stores since the 1980's.

Much of the objection about the proposed plan of a secondhand dealer license for the locations was a fear about the ability to buy and sell guns. I, however, omitted guns from my Privilege License application. There were also complaints about of the building's exterior being in bad condition. The day after the meeting I made sure to have someone out there to make cosmetic improvements to the exterior. I will be happy to submit photos of the repairs once they are completed.

The Planning Department staff recommended approval for this site to be used as a secondhand store, there are already many in the nearby area. Daily people enter the store occupying the building currently and ask if secondhand merchandise is available, upon hearing there is not they leave. This location is losing business without the ability to sell secondhand items. Everyday on my way to and from these locations I pass by The Charleston Outlet and I am astonished by how many people are always there. Their store looks clean, organized and respectable and they sell secondhand items. I would like to maintain a store like theirs, but with furniture and accessories.

I believe I deserve a fair chance to have this SUP looked at again. I specifically asked commissioners to take both properties into separate consideration, but there was only one conversation. I submitted two applications, paid two fees, had two separate blueprints made yet I only received one discussion regarding the two separate issues.

I appreciate your time and consideration. Please feel free to contact me at anytime with questions or comments in regards to this matter.

With regard,

Cima Mizrachi
702-371-9680
cimamizrachi@yahoo.com

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CIMA MIZRACHI - OWNER: KING GEORGE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-43987	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-43987 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Secondhand Dealer use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

4. All deliveries, loading, unloading and services to the premises shall be completed during regular business hours

5. The applicant shall work with city staff to determine the most appropriate mapping action necessary to consolidate the existing lots/parcels. The mapping action shall be completed and recorded prior to the issuance of any business license for a Secondhand Dealer use.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
May 16, 2012 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to add a Secondhand Dealer use to the existing retail use at 1200 East Charleston Boulevard and 1125 South Maryland Parkway. The subject site is currently used for the retail sale of new furniture. The applicant would like add a Secondhand Dealer use to display and sell used home décor items. A Secondhand Dealer use is permitted within the C-2 (General Commercial) Zoning District with the approval of a Special Use Permit. The proposed Secondhand Dealer use is appropriate for the site and can be conducted in manner that is harmonious and compatible with surrounding uses; therefore, staff recommends approval. If the application is denied, the Secondhand Dealer use will not be allowed at this location.

ISSUES

- A Secondhand Dealer use is allowed within a C-2 (General Commercial) Zoning District with the approval of a Special Use Permit.
- The existing subject building shares two parcels, 162-20-110-018 and 162-02-110-015; therefore, a remapping action is required to create a single parcel as a condition of approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/03/08	The City Council approved the following requests at 1208 East Charleston Boulevard (APN 162-02-110-014), C-2 (General Commercial) Zone: • A Variance (VAR-29443) to allow 136 parking spaces where 158 are required, and to allow one loading zone where two are required; • A Variance (VAR-29494) to allow a 15-foot front setback where 20 feet is required and to allow a zero-foot corner side building setback where 15 feet is required; and • A Site Development Plan Review (SDR-29440) for a proposed 39,420 square-foot commercial development, which includes 14,320 square feet of new construction with waivers of perimeter landscape buffer requirements to allow a 10-foot buffer along the north property line where 15 feet is required, a five-foot buffer along the west property line where 15 feet is required, a three-foot buffer along the east property line where eight feet is required and to allow a waiver of the building placement standards. The Planning Commission recommended approval while staff recommended denial of all items. These items were approved with a two-year expiration date; no permits were issued and no Extensions of Time were requested within that period and the entitlements subsequently expired on 12/03/10. There are no entitlements currently active for the subject site.

DED

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/10/12	The Planning Commission voted (7-0) to DENY two related items SUP-43985 and SUP-43987 as it determined the proposed uses to not be compatible with surrounding area.
01/18/12	The Applicant filed an appeal with the City Clerk regarding the Planning Commission's denial of SUP-43987. The item will be considered by the City Council on February 15, 2012.
02/15/12	The City Council voted to hold this item in abeyance to the March 21, 2012 meeting.
03/21/12	The City Council voted to hold this item in abeyance to the May 16, 2012 meeting.

Most Recent Change of Ownership	
06/22/2011	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/25/10	A business license for a Furniture Store (F07-02081) was issued at 1200 East Charleston Boulevard. This license remains active.
10/25/10	A business license for Jewelry Sales (J01-02197) was issued at 1200 East Charleston Boulevard. This license remains active.

Pre-Application Meeting	
11/10/11	A pre-application meeting was held and issues concerning the submittal requirements of a Special Use Permit for a Secondhand Dealer were discussed with the applicant.

Neighborhood Meeting
A Neighborhood Meeting is not required for this application nor was one held.

Field Check	
12/01/11	Staff conducted a field check of the subject property. Staff noted the subject site was a well maintained commercial property.

Details of Application Request	
Site Area	
Net Acres	0.76

Surrounding Property	*Existing Land Use*	*Planned Land Use*	*Existing Zoning*
Subject Property	General Retail Store	C (Commercial)	C-2 (General Commercial)
North	General Retail Store	C (Commercial)	C-2 (General Commercial)
South	Office	SC (Service Commercial)	C-D (Designed Commercial)
	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	General Retail Store	C (Commercial)	C-2 (General Commercial)
West	Convenience Store	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Maryland Parkway	Primary Arterial	Master Plan of Streets and Highways	110	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Secondhand Dealer	8,768 SF	1:250 SF	36				
TOTAL SPACES REQUIRED			36		32		Y*
Regular and Handicap Spaces Required			34	2	30	2	Y*

* The project location is considered parking impaired pursuant to Title 19.18.030(d).

ANALYSIS

A Secondhand Dealer use is defined by Title 19.20 as a specialty shop which deals solely in one kind of used commodity with no new commodities, or a business in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. For purposes of this description, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include wearing apparel, furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery or guns. This use includes the sale of jewelry (Class III type) and scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter, the sale of used cars or the sale of other items which the City Council determines do not fit within the intent of this term. This use does not include the buying and selling of foreign or domestic coins for numismatic purposes or used books, which shall be allowed where retail sales of new merchandise, is permitted. This use also does not include a thriftshop or nonprofit thriftshop.

The Secondhand Dealer use has three minimum Special Use Permit Requirements:

* 1. No outdoor display, sales or storage of any merchandise shall be permitted.

* 2. The use shall comply with the applicable requirements of LVMC Title 6.

* 3. No secondhand dealer shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.

The subject property is zoned C-2 (General Commercial) and is intended to provide the broadest scope of compatible services that allows retail, service and mixed-use developments. The C-2 (General Commercial) Zoning District is consistent with the General Plan of C (Commercial). The proposed use of a Secondhand Dealer use is permissible in the C-2 (General Commercial) Zoning District with approval of a Special Use Permit and adherence to the minimum conditions. The subject site is within the Las Vegas Redevelopment Plan Area and meets requirements for the plan area.

The applicant has indicated that the tenant space will not be expanded and the existing site plan will not change the provided parking. The site is considered a "parking-impaired development" and no additional parking spaces are required, as the parking requirements for the proposed use are the same as the current use parking requirements.

The subject building for the proposed Secondhand Dealer use shares two parcels, 162-20-110-018 and 162-02-110-015; therefore, a remapping action is required to create a single parcel, and eliminate the property line that runs through the building. A condition of approval is included regarding this issue.

The Las Vegas Metropolitan Police Department notes that the request will have minimal impact on police services; however, due to the economy, the special use permits for secondhand dealer are becoming more prevalent which gives our agency concern. There is potential for these locations to be used by certain criminal elements. If the application is approved, LVMPD requests the applicant strictly adhere to Las Vegas Municipal Code 6.74.

The retail building is approximately 54 feet from the rear property line and buffered by an alley separating the use from the office building and residential property to the south. The use will be conducted within a fully enclosed building and is compatible with the commercial uses along Charleston Boulevard. A condition of approval is included to limit all deliveries, loading, unloading and services to the premises to be completed during regular business hours. The Secondhand Dealer use is appropriate for the site and can be conducted in a manner that is harmonious and compatible with the surrounding uses; therefore, staff recommends approval with conditions. If the application is denied, the Secondhand Dealer use will not be allowed.

FINDINGS (SUP-43987)

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 Secondhand Dealer use can be operated in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   No significant changes are proposed to the existing structure or the site for the proposed Secondhand Dealer use that would increase the intensity of the subject site.

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.

Charleston Boulevard and Maryland Parkway are designated as a Primary Arterials by the city's Master Plan of Streets and Highways and provides access to the property. The roadway facilities are adequate to serve the Secondhand Dealer use.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of a Special Use Permit for a Secondhand Dealer use at this location will not compromise the public health, safety and welfare or the primary objectives of the General Plan, as the use will be subject to regular to inspections and licensing requirements.

5. The use meets all of the applicable conditions per Title 19.12.

The Secondhand Dealer use meets all of the applicable conditions per Title 19.12

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED 270 (By City Clerk)

APPROVALS 0

PROTESTS 9

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-43987** APN: 162-02-110-018 and 162-02-110-015

Name of Property Owner: King George LLC

Name of Applicant: Cima Mizrachi

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): _____ _____

APN: _____

RECEIVED
NOV 23 2011

Signature of Property Owner: _____

Print Name: Cima Mizrachi

Subscribed and sworn before me

This 23rd day of November, 2011

_____
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
RHIANNON H. TURLEY
Appt. No. 10-1248-1
My Appt. Expires Jan. 20, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 1125 S. Maryland Pkwy & 1200 E. Charleston Blvd LV, NV 89104

Project Name Main Street California **Proposed Use** secondhand dealer

Assessor's Parcel #(s) 162-02-110-018 & 162-02-110-015 **Ward #** 3-Coffin

General Plan: existing C proposed ____ **Zoning:** existing C-2 proposed ____

Commercial Square Footage 8,750 **Floor Area Ratio** 26.09%

Gross Acres 0.77 **Lots/Units** N/A **Density** N/A

Additional Information Both addresses are accessible from one entrance

PROPERTY OWNER King George LLC **Contact** ____

Address 2425 Ping Dr. **Phone:** ____ **Fax:** ____

City Henderson **State** NV **Zip** 89074

E-mail Address ____

APPLICANT Cima Mizrachi **Contact** ____

Address 2047 Smoketree Village Cr. **Phone:** 702-371-9680 **Fax:** ____

City Henderson **State** NV **Zip** 89012

E-mail Address mainstreetcalifornia.LLC@gmail.com

REPRESENTATIVE N/A **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Cima Mizrachi

Subscribed and sworn before me

This 23rd day of November, 20 11.

Rhiannon H. Turley

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
RHIANNON H. TURLEY
Appt. No. 10-1248-1
My Appt. Expires Jan. 20, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	43987
Meeting Date:	1/10/12
Total Fee:	$1030
Date Received:*	11/23/11
Received By:	Romer

*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.

RECEIVED
NOV 23 2011

MERCANTILE GROUP OCCUPANCY

BUILDING 'A'

A. PARKING:
- H.C. PARKING = 2 SPACES
- REG. PARKING = 29 SPACES
- TOTAL PARKING = 31 SPACES

B. LOT SIZE: 19,602 S.F. (0.45 ACRES)

C. BLDG. SQ. FT.: 4,998 S.F.

BUILDING 'B'

A. PARKING:
- H.C. PARKING = 5 SPACES
- REG. PARKING = 104 SPACES
- TOTAL PARKING = 109 SPACES

B. LOT SIZE: 88,179 S.F. (2.0 ACRES)

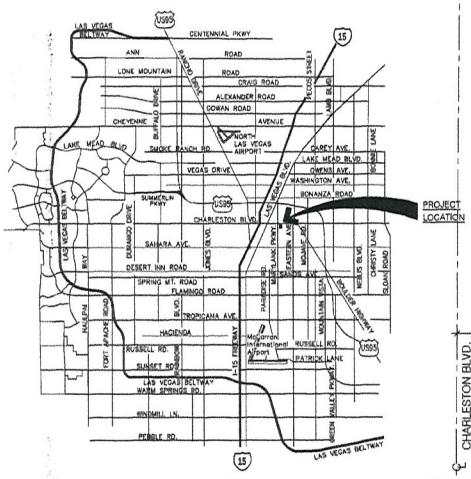
C. BLDG. SQ. FT.: 14,718 S.F.

BUILDING 'C'

A. PARKING:
- H.C. PARKING = 2 SPACES
- REG. PARKING = 45 SPACES
- TOTAL PARKING = 47 SPACES

B. LOT SIZE: 13,939 S.F. (0.32 ACRES)

C. BLDG. SQ. FT.: 3,770 S.F.



SCALE: NOT TO SCALE

VICINITY MAP | 2

EXISTING BUSINESS ESTABLISHMENT
(COMMERCIAL RETAIL STORES & SHOWROOM LAND USE)

PROPERTY LINE 885.17'

EXISTING TRANSFORMER

LOADING ZONE AREA

OPEN DOCK AREA

HANICAPPED RAMP

EXISTING PAVED PARKING LOT AREA

EXISTING BUS TOP SHELTER

EXISTING CONC. SIDEWALK

ENCLOSED OPEN AREA

BUILDING 'B'
A.P.N.: 162-02-110-016

ANTENNA TOWER AREA

EXISTING UTILITY POLE

20'-0" EXISTING ALLEY

HUNTRIDGE SUBDIVISION TRACT 3
(COMMERCIAL, PROFESSIONAL SERVICES LAND USE)

PROPERTY LINE 124.74'

PROPERTY LINE N 00°00'00" 262.06'

OPEN RECEIVING AREA

LOADING ZONE AREA

BUILDING 'A'
A.P.N.: 162-02-110-015

BUILDING 'C'
A.P.N.: 162-02-110-018

PROPERTY LINE N 89°59'59" E 162.50'

PROPERTY LINE N 89°59'59" E 162.50'

PROPERTY LINE N 00°00'00" 237.08'

PROPERTY LINE 121.79'

EXISTING CONC. SIDEWALK

18'-0" EXIST. DRIVEWAY

35'-0" EXIST. DRIVEWAY

CHARLESTON BLVD.

50'-0" R.O.W.

55'-0" R.O.W.

MARYLAND PARKWAY

NORTH

SCALE: 1" = 20'-0"

SITE PLAN | 1

RECEIVED
NOV 23 2011

SUP-43987

No:	Date:	Revision:

SHEET TITLE: SITE PLAN

PROJECT TITLE:
HUNTRIDGE SUB AMD
TRACTS 1, 2 & 3
LAS VEGAS, NEVADA 89104
CLARK COUNTY

DRAWING DATE: 11/21/2011
DRAWN BY: RE
JOB NUMBER:
SHEET NO. G1

MERCANTILE GROUP OCCUPANCY

BUILDING 'A'

A. PARKING:
- H.C. PARKING = 2 SPACES
- REG. PARKING = 29 SPACES
- TOTAL PARKING = 31 SPACES

B. LOT SIZE: 19,602 S.F. (0.45 ACRES)

C. BLDG. SQ. FT.: 4,998 S.F.

BUILDING 'B'

A. PARKING:
- H.C. PARKING = 5 SPACES
- REG. PARKING = 104 SPACES
- TOTAL PARKING = 109 SPACES

B. LOT SIZE: 88,179 S.F. (2.0 ACRES)

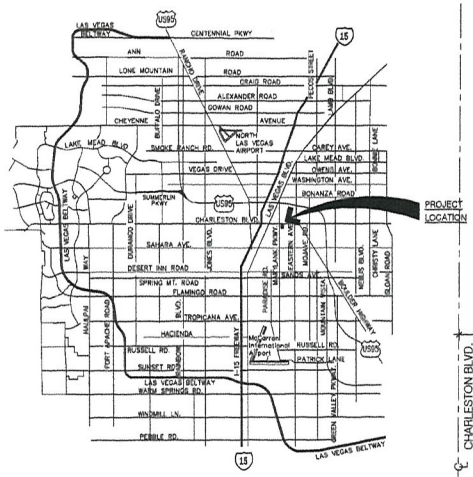
C. BLDG. SQ. FT.: 14,718 S.F.

BUILDING 'C'

A. PARKING:
- H.C. PARKING = 2 SPACES
- REG. PARKING = 45 SPACES
- TOTAL PARKING = 47 SPACES

B. LOT SIZE: 13,939 S.F. (0.32 ACRES)

C. BLDG. SQ. FT.: 3,770 S.F.



SCALE: NOT TO SCALE

VICINITY MAP | 2

EXISTING BUSINESS ESTABLISHMENT
(COMMERCIAL RETAIL STORES & SHOWROOM LAND USE)

PROPERTY LINE 985.17'

EXISTING TRANSFORMER

LOADING ZONE AREA

HANICAPPED RAMP

OPEN DOCK AREA

EXISTING PAVED PARKING LOT AREA

EXISTING BUS TOP SHELTER

EXISTING CONC. SIDEWALK

ENCLOSED OPEN AREA

BUILDING 'B'
A.P.N.: 162-02-110-016

ENCLOSED OPEN AREA

ANTENNA TOWER AREA

EXISTING UTILITY POLE

20'-0" EXISTING ALLEY

HUNTRIDGE SUBDIVISION TRACT 3
(COMMERCIAL, PROFESSIONAL SERVICES LAND USE)

PROPERTY LINE N 00°00'00" 269.09'

PROPERTY LINE 124.74'

OPEN RECEIVING AREA

LOADING ZONE AREA

BUILDING 'A'
A.P.N.: 162-02-110-015

BUILDING 'C'
A.P.N.: 162-02-110-018

EXISTING CONC. SIDEWALK

PROPERTY LINE N 00°00'00" 237.68'

50'-0" R.O.W.

55'-0" R.O.W.

CHARLESTON BLVD.

MARYLAND PARKWAY

RECEIVED
NOV 23 2011

SCALE: 1" = 20'-0"

SITE PLAN | 1

No:	Date:	Revision:

SHEET TITLE: SITE PLAN

PROJECT TITLE: HUNTRIDGE SUB AMD
TRACTS 1, 2 & 3
LAS VEGAS, NEVADA 89104
CLARK COUNTY

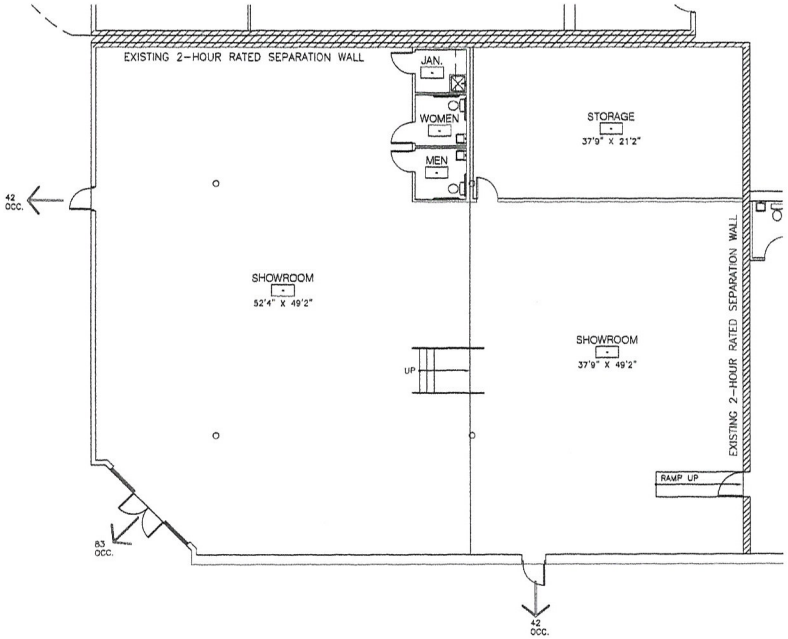
DRAWING DATE: 11/21/2011
DRAWN BY: RE
JOB NUMBER:
SHEET NO.: G1

SUP-43987

OCCUPANT LOAD: 4,998 SF (SHOWROOM)/30=167
TOTAL OCCUPANT LOAD = 167

NUMBER OF EXITS: 2 REQUIRED
3 PROVIDED

RECEIVED
NOV 23 2011



4,998 SQ. FT.

NORTH

SCALE: 1/8" = 1'-0"

BLDG. 'A' - FLOOR PLAN | 1

No:	Date:	Revision:

BLDG. 'A' - FLOOR PLAN

PROJECT TITLE:
HUNTRIDGE SUB AMD
TRACTS 1, 2 & 3
LAS VEGAS, NEVADA 89104
CLARK COUNTY

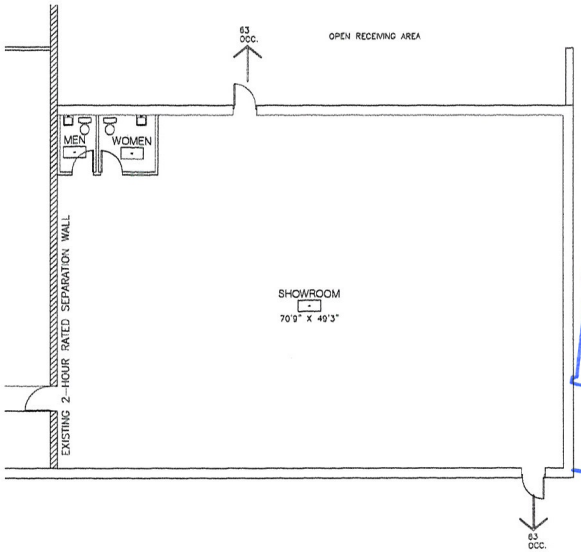
DRAWING DATE: 11/21/2011
DRAWN BY: RE
JOB NUMBER:
SHEET NO. A1

SUP-43987

No:	Date:	Revision:

OCCUPANT LOAD: 3,770 SF (SHOWROOM)/30=126
TOTAL OCCUPANT LOAD = 126

NUMBER OF EXITS: 2 REQUIRED
2 PROVIDED



3,770 SQ. FT.

NORTH

SCALE: 1/8" = 1'-0"

BLDG. 'C' - FLOOR PLAN | 1

SHEET TITLE: BLDG. 'C' - FLOOR PLAN

PROJECT TITLE: HUNTRIDGE SUB AMD
TRACTS 1, 2 & 3
LAS VEGAS, NEVADA 89104
CLARK COUNTY

RECEIVED
NOV 23 2011

DRAWING DATE: 11/21/2011
DRAWN BY: RC
JOB NUMBER:
SHEET NO. C1

SUP-43987

SUP-43987 - APPLICANT: CIMA MIZRACHI - OWNER: KING GEORGE, LLC
1208 EAST CHARLESTON BOULEVARD

12/01/11

SUP-43987 - APPLICANT: CIMA MIZRACHI - OWNER: KING GEORGE, LLC
1208 EAST CHARLESTON BOULEVARD

12/01/11

SUP-43987 - APPLICANT: CIMA MIZRACHI - OWNER: KING GEORGE, LLC
1208 EAST CHARLESTON BOULEVARD

12/01/11

October 27, 2011
Department of Planning
333 N. Rancho Dr.
Las Vegas, NV 8910

RE: Justification for Special Use Permit for Secondhand Dealer License

To whom it may concern:

Please consider this justification for a Special Use permit for two locations: 1) 1200 E. Charleston Blvd., 2) 1125 S. Maryland Pkwy. We would like to open secondhand retail stores at the aforementioned locations. We will be applying for a Privilege License for Secondhand Dealers.

The two addresses are adjacent and would be run by a single company. Initially, there will be one employee in charge of the secondhand stores. We will be open Monday-Saturday from 9am-6pm.

Currently, the location at 1200 E. Charleston is in use as a retail store selling new furniture and accessories. There are currently several other secondhand dealers in the surrounding area, and a large number of potential customers who come into the existing store are in search of used items. Because of this, it can be inferred that not only will the proposed use be compatible with existing surrounding land uses, but there is still a need in the area for this type of store.

Both locations are already set up for retail sales. Per the parking space requirements for secondhand dealers there must be 1 parking space for every 250 square feet of floor space. The store at 1200 E. Charleston Blvd. is 4,999 square feet and there are 30 parking spots in front, which are accessible from both Charleston Blvd. and Maryland Pkwy. There are another 17 parking spots accessible from Maryland Pkwy. for the store at 1125 S. Maryland Pkwy. That location has 3,750 square feet of floor space.

With approval and Privilege Licensing we will abide by the guidelines set forth in Chapter 6.74 which will prevent compromising the public safety and welfare of our customers and surrounding neighborhoods.

Thank you for your time and consideration,

RECEIVED
NOV 23 2011

Cima Mizrachi
Principal Owner
Main Street California LLC

SUP-43987

1125 S. Maryland Pkwy
Las Vegas, NV 89104
cimamizrachi@yahoo.com

RECEIVED
CITY CLERK

2012 FEB -7 P 12:54

Fax

To:	City Clerk	**From:**	Cima Mizrachi
Fax:	382-4803	**Pages:**	1
Phone:		**Date:**	February 7, 2012
Re:	SUP 43987 abeyance	**cc:**	Planning

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

I would like to request an abeyance for SUP 43987 to the City Council meeting scheduled on March 21, 2012.

Thank you,

Cima Mizrachi

Submitted after final agenda

Date 2/7/2012 Item 114

Angela Crolli

From: Carman Burney
Sent: Tuesday, February 07, 2012 1:52 PM
To: Agenda Items
Cc: Flinn Fagg; Deborah Sullivan; Steve Gebeke
Subject: SUP-43987 Abeyance Request
Attachments: SUP-43987 Abeyance Request.pdf

Good Afternoon,

Attached please find an abeyance request for SUP-43987 (02/15 CC). The applicant wants it held to the 03/21 CC.

Thank you!

DEPARTMENT OF PLANNING
CITY OF LAS VEGAS
CARMAN BURNEY | Agenda Technician | Case Planning Division
City of Las Vegas | Development Services Center
333 North Rancho Drive, 3rd Floor | Las Vegas, Nevada 89106
☎: 702-229-6897 | 🖷: 702-385-7268 | :cburney@lasvegasnevada.gov
Business Hours: Monday through Thursday 7:00AM - 5:30PM

"Have the courage to say no. Have the courage to face the truth. Do the right thing because it is right. These are the magic keys to living your life with integrity." -W. Clement Stone

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.42⁴
0004279218 FEB 02 2012
MAILED FROM ZIP CODE 89101

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CITY CLERK
2012 FEB -8 P 12:44

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43987
City Council Meeting of 2/15/2012

WHITAKER JOANN J & SETH
WYNN PATRICE
338 N CLAYTON ST
LAS VEGAS NV 89110-5106

APN#16203512052

22 LRDFN11 89110

Submitted after final agenda

Date 2/8/2012 Item 114

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

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Official Notice of Public Hearing

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2012 FEB -8 P 12:43

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43987
City Council Meeting of 2/15/2012

A M S FAMILY TRUST
SANDOVAL ANN MARIE TRS
1023 JESSICA AVE
LAS VEGAS NV 89104-1562

APN#16203512030

27 LRDFN11 89104

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

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0004279218 FEB02 2012
MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing

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CITY CLERK
2012 FEB -8 P 12:43

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43987
City Council Meeting of 2/15/2012

Submitted after final agenda

Date Item

GAY & LESBIAN COM CTR SO NV
953 E SAHARA AVE #B31
LAS VEGAS NV 89104-3072

APN#13934811047

27 LRDFN11 89104

CITY CLERK

2012 FEB -7 P 2:11

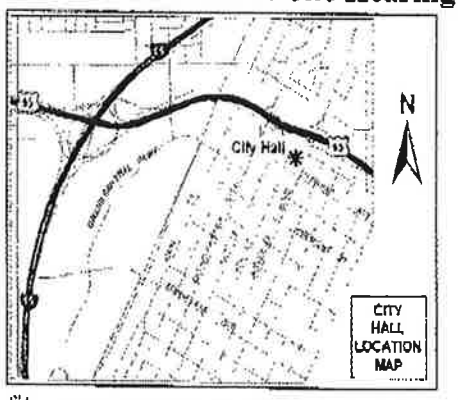
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.42⁴
0004279218 FEB02 2012
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.

LEE SAE E & KYUNG J FAMILY TRUST
LEE SAE E & KYUNG J TRS
71 PANORAMA CREST AVE
LAS VEGAS NV 89135-7830

SUP-43987

APN#16202115056

City Council Meeting of 2/15/2012

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.42⁴
0004279218 FEB02 2012
MAILED FROM ZIP CODE 89101

2012 FEB 13 A 7:19

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-43987

City Council Meeting of 2/15/2012

Bigs is a dump

CJ

QUINTERO CINDY ESTHER
1411 JESSICA AVE
LAS VEGAS NV 89104-1714

APN#16202115121

ZIP 89104 $00.42⁴
02 4W
0004279218 FEB02 2012

114

https://cusbna.emdeon.com/secure/scripts/upload.dll/process 2/8/2012

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43987

City Council Meeting of 2/15/2012

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02 1M $00.42
0004270216 FEB 08 2012
MAILED FROM ZIPCODE 89101

2012 FEB -9 P 12:08

RECEIVED CITY CLERK

DIVINE LAND L L C
60 TAHITI DR
HENDERSON NV 89074-1817

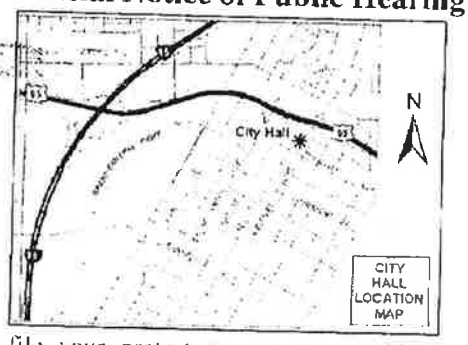
APN#16202210001

42 LRDFN11 89074

WEB2-AE-CUS

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43987
City Council Meeting of 2/15/2012

2012 FEB 13 A 6:53

RECEIVED
CITY CLERK

WHITT FAMILY TRUST
WHITT PERRY B & ARMINTA J TRS
2701 BRYANT AVE
LAS VEGAS NV 89102-2161

APN#13934811014

32 LRDFH11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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02 1M $ 00.42⁴
0004279218 FEB 02 2012
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

CITY CLERK

2012 FEB 13 P 1:20

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43987
City Council Meeting of 2/15/2012

SIMOS HRISOULA
1415 NORMAN AVE
LAS VEGAS NV 89104-1732

APN#16202115069

27 LRDFN11 89104

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.42⁴
0004279218 FEB 02 2012
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

CITY CLERK

2012 FEB 13 P 1:20

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43987
City Council Meeting of 2/15/2012

LEE SAE E & KYUNG J FAMILY TRUST
LEE SAE E & KYUNG J TRS
71 PANORAMA CREST AVE
LAS VEGAS NV 89135-7830

APN#16202115056

35 LRDFN11 89135

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

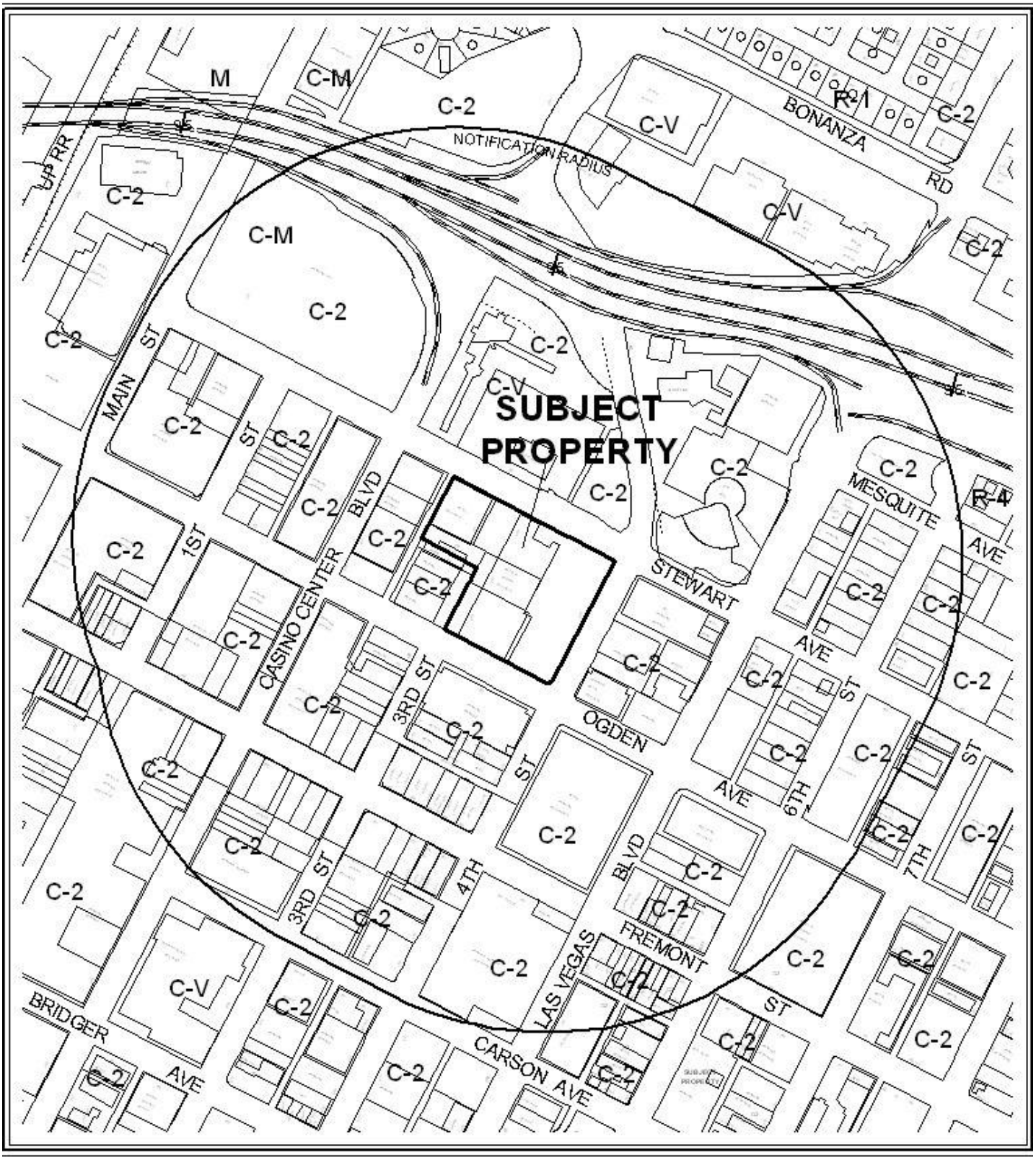
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-44449 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: CIM/LL LAS VEGAS, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL - For possible action on a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-37946) FOR PROPOSED FACADE IMPROVEMENTS, AN EXPANSION OF A PORTE COCHERE, AND A REDUCTION IN SURFACE PARKING on 3.94 acres at 206 North 3rd Street, 220 North 4th Street and 221 North 3rd Street (APNs 139-34-501-009; 139-34-510-019 and 139-34-514-007 through 009), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and 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:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the March 13, 2012 Planning Commission Meeting Item – SDR-44449



0 400 800 Feet

CASE: **SDR-44449**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 400 800 Feet

CASE: **SDR-44449**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CIM/LL LAS VEGAS, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-44449	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SDR-44449 CONDITIONS

Planning

1. Conformance to the approved conditions for Site Development Plan Review (SDR-37946), except as amended herein.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan, date stamped 01/26/12, and building elevations, date stamped 01/26/12 and 02/15/12, except as amended by conditions herein.

4. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 01/26/12. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. A Drainage Study update must be submitted to and approved by the Department of Public Works prior to issuance of any building or grading permits. Provide and improve all drainageways recommended in the approved drainage study update.

10. Site development to comply with all previously approved conditions of approval for SDR-37946 and all other applicable site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to make façade improvements to all elevations of an existing Hotel and Casino at 206 North 3rd Street, 220 North 4th Street and 221 North 3rd Street. Additionally, the approved porte cochere on the east side of the site is proposed to be enlarged to accommodate five lanes of traffic. As a result, the design of the surface parking lot would be altered and 30 approved parking spaces would be removed. Two-way traffic flow is proposed for 3rd Street, with limousine, taxi and valet service on the east side of the street. The entrance to the hotel on the west side of the West Tower is proposed be removed and replaced with three lanes of access to the West Tower service yard and a new pedestrian plaza. An enclosure for a new interior escalator is proposed, as is a new dome structure on the roof at the corner of Ogden Avenue and Third Street. No additional floor area is proposed to be added at this time. As the proposed changes are compatible with the existing development and are consistent with Downtown Centennial Plan requirements, staff recommends approval with conditions. If denied, site design must remain as approved by the previously approved Site Development Plan Review (SDR-37946).

ISSUES

- A Major Amendment to a previously approved Site Development Plan Review (SDR-37946) is required for the requested site modifications, due to the reduction in parking by 30 spaces. Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/26/62	The Board of City Commissioners approved Ordinance #1014, which adopted an official Zoning Map reaffirming the C-2 (General Commercial) Zoning District for the subject property.
11/19/80	The Board of City Commissioners approved an Aesthetic Review (AR-0008-80) for a proposed 21-story, 360-unit Hotel tower to be located on the east side of Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval.

12/04/85	The City Council approved an Aesthetic Review (AR-0008-80) for Phase I of a proposed expansion to an existing Hotel and Casino, including a proposed 21-story, 360-unit tower to be located on the east side of Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval.
01/05/00	The City Council approved a Site Development Plan Review (SD-0030-99) for a proposed pedestrian mall on Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval.
05/05/04	The City Council approved a Petition to Vacate (VAC-3926) Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval. The Order of Vacation was recorded on 11/19/04.
09/15/04	The City Council approved a Special Use Permit (SUP-4739) for a proposed 10,000 square-foot Liquor Establishment (Tavern) and a Waiver of the 1,500-foot distance separation requirement from another Tavern at 201 North Third Street. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-4741) for a proposed 5,500 square-foot Liquor Establishment (Tavern) and a Waiver of the 1,500-foot distance separation requirement from another Tavern at 207 North Third Street. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-4742) for a proposed 6,000 square-foot Liquor Establishment (Tavern) and a Waiver of the 1,500-foot distance separation requirement from another Tavern at 207-A North Third Street. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-4743) for a proposed 4,050 square-foot Liquor Establishment (Tavern) and a Waiver of the 1,500-foot distance separation requirement from another Tavern at 217 North Third Street. The Planning Commission and staff recommended approval.
02/15/06	The City Council approved a Special Use Permit (SUP-10491) for the proposed expansion of an existing Gaming Establishment, Non-Restricted Facility at 206 North Third Street and 220 North Fourth Street. The Planning Commission and staff recommended approval. The Special Use Permit approval expired 02/15/10.
	The City Council approved a Site Development Plan Review (SDR-10490) for a proposed 8,700 square-foot expansion of an existing Gaming Establishment, Non-Restricted Facility and Waivers of Downtown Centennial Plan streetscape requirements, required parking structure setback along Fourth Street and building frontage requirement along Ogden Avenue on 3.12 acres at 206 North Third Street and 220 North Fourth Street. The Planning Commission and staff recommended approval. The Site Development Plan Review approval expired 02/15/10.

09/21/06	The Planning Commission voted to table requests for a Special Use Permit (SUP-15382) for the proposed expansion of an existing Gaming Establishment, Non-Restricted and a Site Development Plan Review (SDR-15380) for a proposed 16,000 square-foot expansion of an existing Gaming Establishment, Non-Restricted Facility and waivers of Downtown Centennial Plan standards related to sidewalk width and reflective glass. Staff had recommended approval.
08/18/10	The City Council approved a Site Development Plan Review (SDR-37946) for proposed facade modifications and the addition of a service yard, a porte cochere, a surface parking lot and a 25-foot addition on the roof of an existing Hotel/Casino with Waivers of Downtown Centennial Plan streetscape, utility and parking lot landscaping and screening requirements on 3.94 acres at 220 North Fourth Street. The Planning Commission and staff recommended approval.
01/10/12	The Planning Commission approved a Special Use Permit (SUP-43968) for a proposed 10,780 square-foot expansion of an existing 21,720 square-foot Gaming Establishment, Non-Restricted at 206 North 3rd Street, 221 North 3rd Street and 220 North 4th Street. Staff recommended approval.
03/13/12	The Planning Commission voted (5-0) to recommend APPROVAL (PC Agenda Item #14/ss).
04/18/12	The City Council voted to hold this item in abeyance to the May 16, 2012 meeting.

Most Recent Change of Ownership	
05/08/06	A deed was recorded for a change in ownership on APN 139-34-514-007.
10/08/07	A deed was recorded for a change in ownership on APNs 139-34-514-008 and 009 and on APN 139-34-501-009.
04/16/08	A deed was recorded for a change in ownership on APN 139-34-514-019.

Related Building Permits/Business Licenses	
Pre-1991	A business license (L16-00098) was issued for a Tavern at 206 North Third Street. The license is still active.
08/04/98	Business licenses (C30-00984 and G08-00039) were issued for a race and sports book at 206 North Third Street. The licenses were marked out of business on 12/14/07.
09/04/03	A business license (G08-00056) was issued for Non-Restricted Gaming at 206 North Third Street. The license is still active.
02/07/07	A business license (A01-01253) was issued for an administrative office at 206 North Third Street. The license is still active.
03/12/09	A business license was issued for a casino owners association at 206 North Third Street. The license is still active.
07/21/09	A building permit (143884) was issued for demolition of a four-story building shell at 220 North Fourth Street. A final inspection was approved 01/21/10.

09/14/11	An application (G08-94672) for a business license for Nonrestricted Gaming was submitted for staff review. A license has not yet been issued.
	An application (G08-94672) for a business license for a Tavern was submitted for staff review. This license would be a change of ownership from L16-00098. A license has not yet been issued.
11/07/11	A building permit (177482) was issued for onsite improvements and hardscapes at 206 North Third Street. A final inspection has not been approved.
	A building permit (177480) was issued for renovation and remodel of all floors of the East Tower of an existing Hotel and Casino at 206 North Third Street. A final inspection has not been approved.
	A building permit (177481) was issued for renovation and remodel of all floors of the West Tower of an existing Hotel and Casino and pedestrian bridge at 206 North Third Street. A final inspection has not been approved.
	A building permit (190305) was issued for a new central plant at 206 North Third Street. A final inspection has not been approved.
	A building permit (177484) was issued for a new porte cochere at 206 North Third Street. A final inspection has not been approved.

Pre-Application Meeting	
12/21/11	A pre-application meeting was held with the applicant, where submittal requirements for a Site Development Plan review were discussed. Key areas of concern included the following: • A Minor Amendment of the previously approved Site Development Plan Review (SDR-37946) would be allowed only if the façade improvements are proposed; otherwise, a Major Amendment would be necessary. • ADA access from the right-of-way to the East Tower needs to be indicated on the site plan. • The number of handicap spaces must be provided between the parking garage and the surface lot, unless Condition #10 of SDR-37946 is proposed to be changed. • Third Street is proposed to become a two-way street with pick-up and drop-off along the east side of the street. • The alley direction is proposed to be northbound • Staff suggested angling surface parking in the opposite direction as shown to allow for adequate turns. • Traffic Engineering would like to meet further with the applicant regarding the design of Third Street, surface parking lot and alley.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
01/31/12	A field check was conducted at the subject site. Observations included the following: • The hotel and casino are not in operation. • Portions of the site are under construction. • Facades along the east side of 3rd Street are partially obscured by a steel barrier and contain advertisements for establishments on the west side of 3rd street.

Details of Application Request	
Site Area	
Net Acres	3.94

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel Gaming Establishment, Non-Restricted	C (Commercial)	C-2 (General Commercial)
North	Museum (Public)	PF (Public Facilities)	C-V (Civic)
South	Parking Garage	C (Commercial)	C-2 (General Commercial)
East	Hotel, Gaming Establishment, Non-Restricted, Tavern Government Facility Parking Garage	C (Commercial)	C-2 (General Commercial)
West	Taverns, Parking Garage	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		Y

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
DCP-O (Downtown Centennial Plan Overlay District) – Downtown Gateway District	X		Y
A-O (Airport Overlay) District	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District	X		N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to the Downtown Centennial Plan and the previously approved Site Development Plan Review (SDR-37946), the following standards apply:

Streetscape Standards	*Approved SDR-37946*	*Provided SDR-44449*	*Compliance*
Parking Area Trees: 1 shade tree/6 uncovered spaces (4 trees required)	9 shade trees	6 shade trees and 3 Mexican Fan Palms	Y
Landscaped Surface Area: 10 SF/parking space (240 SF required)	4,054 SF	Greater than 240 SF	Y
North-South Streets (4th St.)	15 existing Mexican Fan Palms at 20’ intervals	10 Mexican Fan Palms at 40’ intervals, plus 1 Mediterranean Fan Palm and (4) 15-gallon Compact Myrtle trees in clusters	Y*

East-West Streets (Ogden Ave. and Stewart Ave.)	Ogden Ave. – 8 shade trees and 1 existing palm at 20' on center (9 total trees) Stewart Ave. – 3 existing shade trees at 20' on center	Ogden Ave. – 4 shade trees at 40' on center alternating with 4 new palms at 40' feet on center (9 total trees) Stewart Ave. – 3 existing shade trees, plus 4 new shade trees at 20' on center and 2 new Mexican Fan Palms	Y* Y*

*The submitted landscape plan conforms to the landscape plan for the overall site approved 10/26/11.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Fourth Street	Secondary Collector	Master Plan of Streets and Highways	80	Y
Ogden Avenue	Secondary Collector	Master Plan of Streets and Highways	80	Y
Third Street	Private	N/A	80	N/A
Stewart Avenue	Secondary Collector	Master Plan of Streets and Highways	80	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Hotel	634 rooms	1 space per guest room	634				
Gaming Establishment, Non-Restricted	32,500 SF	1 space per 90 SF GFA	362				
TOTAL SPACES REQUIRED			**996**		**469**		N
Regular and Handicap Spaces Required			976	20	460	9	N
Loading Spaces	32,500 SF use	30,000-50,000 SF	3		3		Y

SS

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The total number of handicap spaces required, based on the overall number of parking spaces provided (469), is nine spaces. The proposed site plan is therefore in conformance with Condition #10 of the previously approved Site Development Plan Review (SDR-37946).

ANALYSIS

Development on the site is subject to Downtown Centennial Plan Downtown Gateway District standards. Pursuant to the Threshold Requirements of Section VIII.A, streetscape, interior landscaping and utility requirements are not applied to façade rehabilitation projects such as the one proposed. However, changes were made to the design of the parking lot that deviates from the previous approval, and changes were made to the streetscape that reflect the design on the approved landscape plan. As the building size or footprint are not changing, the setbacks, lot coverage and overall building height will remain as previously approved. A summary of the proposed changes (other than façade improvements) is contained within the table below:

Item	Approved SDR-37946	Proposed SDR-44449
Porte cochere	Approx. 4,350 SF	Approx. 6,320 SF
Stewart Ave. driveway width	36 feet	33 feet
Travel lanes at drop off area	3 lanes	5 lanes
Surface parking spaces	54 (3 HC) at 90° angle	24 (3 HC) at 55° angle
West Tower entrance	Pedestrian plaza/overflow parking area	3-lane service entrance with reduced pedestrian plaza; removal of building entrance
Parking lot landscaping design	Perpendicular planters abutting two rows of parking spaces, with planters at row ends	Perpendicular planter adjacent to drive aisle, with no end planters and elongated bulb on south end
Parking lot landscape materials	(3) 36” box carob trees at ends of parking rows; (6) 36” box shade trees in planters; clusters of 5-gallon shrubs within planter; (9 total trees)	(3) Mexican Fan Palms at north end of west planter and (1) Mexican Fan Palm at center of bulb; 5-gallon shrubs north of porte cochere and also arranged around bulb; (6) shade trees in eastern planter (10 total trees)
Perimeter landscape materials: Ogden Avenue	(6) 36” box Southern Live Oak trees, (2) 36” box carob trees, (1) Mexican Fan Palm (existing) (9 total trees)	(6) 36” box Southern Live Oak trees, (5) Mexican Fan Palms (one existing) (9 total trees)

Perimeter landscape materials: Fourth Street	15 Mexican Fan Palms (existing)	10 Mexican Fan Palms, plus (1) new Mediterranean fan Palm and (4) new 15-gallon Compact Myrtle trees (15 total trees)
Perimeter landscape materials: Stewart Avenue	(3) 36" box Southern Live Oak trees	(7) 36" Southern Live Oak trees, plus (2) new Mexican Fan Palms and (1) Mediterranean Fan Palm

The façade improvements are intended to complete a new theme for the existing hotel and casino, which will have an industrial appearance. The primary materials for the facades are colored brick, EIFS and limestone with metal awnings and windows on the first two stories to counteract the mass of the building and to provide visual interest. Rooflines have been articulated in accordance with the Downtown Centennial Plan and are consistent with the architectural features of the various storefronts proposed (especially along Third Street).

New signage is subject to approval by the Downtown Design Review Committee prior to the issuance of sign permits. Condition #15 of the SDR-37946 approval addressed this issue and remains in force.

The primary landscaping change was in the parking lot, as it was redesigned to allow for a larger porte cochere to the west. As the number of parking spaces was reduced, fewer shade trees are required. The number of trees was reduced from nine to six, which complies with Centennial Plan requirements. Changes in streetscape design were reflective of the approved landscape plan for the overall site, which was approved 10/26/11. On each street, the same number of trees or more than were indicated on the previously approved Site Development Plan Review will be provided.

The reduction in parking spaces is negligible, as the surface parking approved through the previously approved Site Development Plan Review was added to a parking-impaired site and some of the existing guest rooms were removed. The site, when combined with the parking garage to the south, will provide the required number of handicap parking spaces.

The proposed changes to the site circulation should not impede traffic flow on the perimeter of the development. The turning radius in the surface parking area will allow for 55-degree angled parking and an adequate aisle for backing out of spaces, which is consistent with Title 19.08.

As the proposed changes are compatible with the existing development and are consistent with Downtown Centennial Plan requirements, staff recommends approval with conditions.

FINDINGS (SDR-44449)

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 façade improvements and site modifications are compatible with the existing hotel/casino development on the site and with and the existing commercial developments surrounding the subject site.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed façade improvements and site modifications are consistent with the Downtown Centennial Plan and Title 19. The proposal conforms to Policy 1.3.4 of the Las Vegas 2020 Master Plan, which states, "That the Las Vegas Redevelopment Plan continue to be used a means of promoting the development of the Downtown as the regional center for finance, business and governmental services, entertainment and recreation, while retaining gaming and tourism."

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access will remain in the same locations as previously approved, but in an altered configuration that will increase traffic capacity onsite and is intended to reduce the impact to perimeter streets.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials proposed are appropriate for the Downtown area and will be compatible with surrounding development. Landscape materials are similar to those approved through the previous Site Development Plan Review and are consistent with the requirements of the Downtown Centennial Plan.

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 architectural design of the building facades is consistent throughout the development, as each face is linked to a design theme. The proposed elevations create a pleasing environment and are compatible with architectural features of other buildings in the Downtown area.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

All development is subject to permitting and inspection, thereby securing the health, safety and general welfare of the public.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED 125 (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-44449** APN: 139-34-514-008

Name of Property Owner: 221 N. 3rd Street LV, LLC

Name of Applicant: CIM/LL Las Vegas, LLC

Name of Representative: Todd Kessler

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: Shawl Kuba, Vice President

Subscribed and sworn before me see attached

This _____day of _____, 20_____

_____

Notary Public in and for said County and State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On January 25, 2012, before me, Candice Berneman Kahn, a Notary Public, personally appeared Shaul Kuba who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

By: _____
Candice Berneman Kahn, Notary Public

SEAL

CANDICE BERNEMAN KAHN
Commission # 1928334
Notary Public - California
Los Angeles County
My Comm. Expires Mar 12, 2015

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-44449 APN: 139-34-514-007

Name of Property Owner: 201 N. 3rd Street LV, LLC

Name of Applicant: CIM/LL Las Vegas, LLC

Name of Representative: Todd Kessler

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City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: James F. Germain

Subscribed and sworn before me

This 23rd day of January, 20 12

_____

Notary Public in and for said County and State

MONICA SALDANA-SZUHAR
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11-28-15
Certificate No: 12-6469-1

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COUNTY OF LOS ANGELES

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Notary Public - California
Los Angeles County
My Comm Expires Mar 12, 2015

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-44449 APN: 139-34-501-009, 139-34-501-010

Name of Property Owner: 201 N. 3rd Street LV, LLC

Name of Applicant: CIM/LL Las Vegas, LLC

Name of Representative: Todd Kessler

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

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Signature of Property Owner: _____

Print Name: Shaul Kuba, Vice President

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Los Angeles County
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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-44449** APN: 139-34-514-009, 139-34-510-019

Name of Property Owner: 220 N. 4th Street LV, LLC

Name of Applicant: CIM/LL Las Vegas, LLC

Name of Representative: Todd Kessler

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

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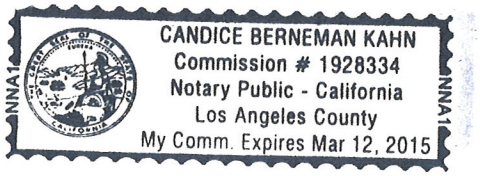

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR - Amendment

Project Address (Location) 206 N. 3rd Street, Las Vegas, NV 89101

Project Name Lady Luck Renovation **Proposed Use** Hotel/Casino/Retail

Assessor's Parcel #(s) 139-34-501-009, 139-34-501-010 **Ward #** 5

General Plan: existing X proposed ____ **Zoning:** existing X proposed ____

Commercial Square Footage 501,531 SF **Floor Area Ratio** 2.92

Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information ____

PROPERTY OWNER 201 N. 3rd Street LV LLC **Contact** Brad Aaronson

Address 6922 Hollywood Blvd. 9th Floor **Phone:** (323) 860-4988 **Fax:** ____

City Hollywood **State** CA **Zip** 90028

E-mail Address BAaronson@cimgroup.com

APPLICANT CIM/LL Las Vegas, LLC **Contact** Brad Aaronson

Address 6922 Hollywood Blvd. 9th Floor **Phone:** (323) 860-4988 **Fax:** ____

City Hollywood **State** CA **Zip** 90028

E-mail Address BAaronson@cimgroup.com

REPRESENTATIVE Todd Kessler **Contact** ____

Address 206 N. 3rd Street **Phone:** (702) 953-4320 **Fax:** ____

City Las Vegas **State** NV **Zip** 89101

E-mail Address todd.kessler@rgglv.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 Shawl Kuba, Vice President

Subscribed and sworn before me see attached

This ____ day of ____, 20 .

____

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	SDR-44449
Meeting Date:	3-13-12
Total Fee:	1030.00
Date Received:*	1-26-12
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

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COUNTY OF LOS ANGELES

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Commission # 1928334
Notary Public - California
Los Angeles County
My Comm. Expires Mar 12, 2015

DEPARTMENT OF PLANNING

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Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information ____

PROPERTY OWNER Beth Garside, Etal **Contact** Jim Germain

Address 10991 Lauderdale Court **Phone:** (702) 425-8214 **Fax:** ____

City Las Vegas **State** NV **Zip** 89141

E-mail Address j.f.germain@hotmail.com

APPLICANT CIM/LL Las Vegas, LLC **Contact** Brad Aaronson

Address 6922 Hollywood Blvd. 9th Floor **Phone:** (323) 860-4988 **Fax:** ____

City Hollywood **State** CA **Zip** 90028

E-mail Address BAaronson@cimgroup.com

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E-mail Address todd.kessler@rgglv.com

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Print Name James F. Germain

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NOTARY PUBLIC
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My Commission Expires: 11-28-15
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FOR DEPARTMENT USE ONLY

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Additional Information _____

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Address 6922 Hollywood Blvd. 9th Floor **Phone:** (323) 860-4988 **Fax:** _____

City Hollywood **State** CA **Zip** 90028

E-mail Address BAaronson@cimgroup.com

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E-mail Address todd.kessler@rgglv.com

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Print Name Shaul Kuba, Vice President

Subscribed and sworn before me see attached

This _____ day of _____, 20 _____.

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Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-44449
Meeting Date:	3-13-12
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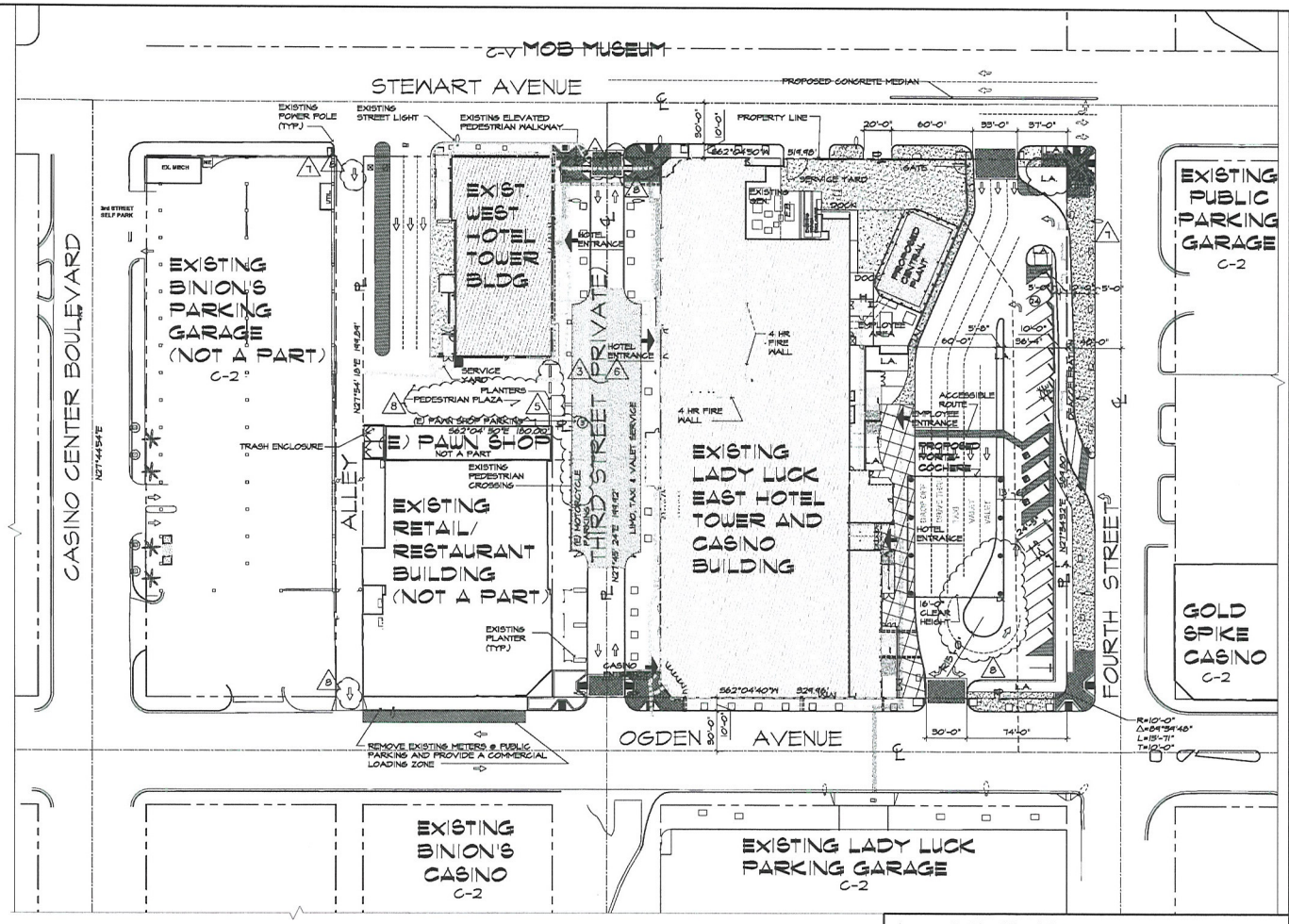


CONCEPTUAL ARCHITECTURAL SITE PLAN

1" = 40'-0"

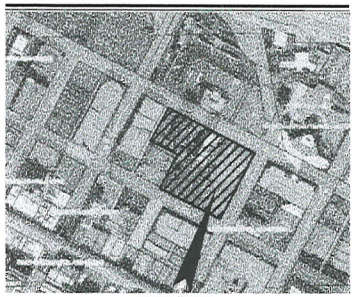
NORTH

LEGEND

CONTINUOUS ACCESSIBLE ROUTE 5% MAX. RUNNING SLOPE 2% MAX. CROSS SLOPE W/ 1/2" MAX. CHANGE IN ELEVATIONS

RECEIVED
JAN 26 2012
City of Las Vegas
Department of Planning

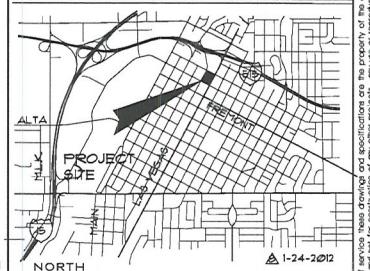
LOCATION MAP:



PROJECT SITE

NORTH

VICINITY MAP



NORTH

PROJECT DATA:

ASSESSORS PARCEL NUMBER(S):	139-34-501-010 139-34-510-015 139-34-514-007 139-34-514-008 139-34-514-009
ACTION REFERENCE NUMBER(S):	SDR-37946 (SUP-43968)
GOVERNING JURISDICTION:	CITY OF LAS VEGAS
DEVELOPMENT CODE:	TITLE 19
EXISTING LAND USE ZONE:	GENERAL COMMERCIAL DISTRICT (C-2)
ZONING OVERLAY DISTRICT(S):	N/A
LAND USE PLAN:	DOWNTOWN CENTENNIAL GATEWAY DISTRICT
SITE AREA:	4.46 ACRES/ 194, 277.6 SQ. FT.
BUILDING AREA:	
EXISTING EAST TOWER AREA:	
BASEMENT:	8, 744 SQ. FT.
1ST FLOOR:	55, 004 SQ. FT.
2ND FLOOR:	10, 451 SQ. FT.
3RD FLOOR:	42, 725 SQ. FT.
4TH THROUGH 17 TH FLOOR: (11, 872 SQ. FT. X 13) =	143, 936 SQ. FT.
EXISTING EAST TOWER TOTAL AREA:	260, 860 SQ. FT.
EXISTING PEDESTRIAN BRIDGE AREA:	1, 120 SQ. FT.
BUILDING AREA:	
EXISTING WEST TOWER AREA:	
BASEMENT:	9, 847 SQ. FT.
1ST FLOOR:	11, 202 SQ. FT.
2ND FLOOR:	10, 456 SQ. FT.
3RD FLOOR:	9, 454 SQ. FT.
4TH THROUGH 25TH FLOOR: (9, 454 SQ. FT. X 21) =	198, 534 SQ. FT.
EXISTING WEST TOWER TOTAL AREA:	239, 533 SQ. FT.
EXIST. RETAIL/REST. BLDG. TOTAL AREA:	22, 510 SQ. FT.
TOTAL BUILDING AREA:	524, 023 SQ. FT.
FLOOR AREA RATIO :	2.70
EAST TOWER:	
BUILDING HEIGHT:	168'-0"
NUMBER OF STORIES:	17 W/ BASEMENT
WEST TOWER:	
BUILDING HEIGHT:	237'-0"
NUMBER OF STORIES:	25 W/ BASEMENT
PARKING ANALYSIS:	
PARKING RECOMMENDED: 1 PER GUEST ROOM (634 X 1) =	634 SPACES
EXISTING PARKING GARAGE: (INCLUDING 1 VAN & 5 ACCESSIBLE)	448 SPACES
PROPOSED SURFACE PARKING: (INCLUDING 1 VAN & 2 ACCESSIBLE)	24 SPACES
TOTAL PARKING PROVIDED:	469 SPACES
TOTAL REQUIRED ACCESSIBLE:	9 SPACES INCLUDING 2 VAN

NOTE: TOTAL OF ACCESSIBLE PARKING PROVIDED 16 TWO VAN AND 7 ACCESSIBLE STALLS

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project title :
Lady Luck
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206 N. 3RD ST., LAS VEGAS, NEVADA 89101

sheet title :
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LAND USE SUBMITTAL

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5-12-2010
6-8-2010
6-10-2010
6-16-2010
12-02-2011

sheet no. AS1.01 of 2 sheets

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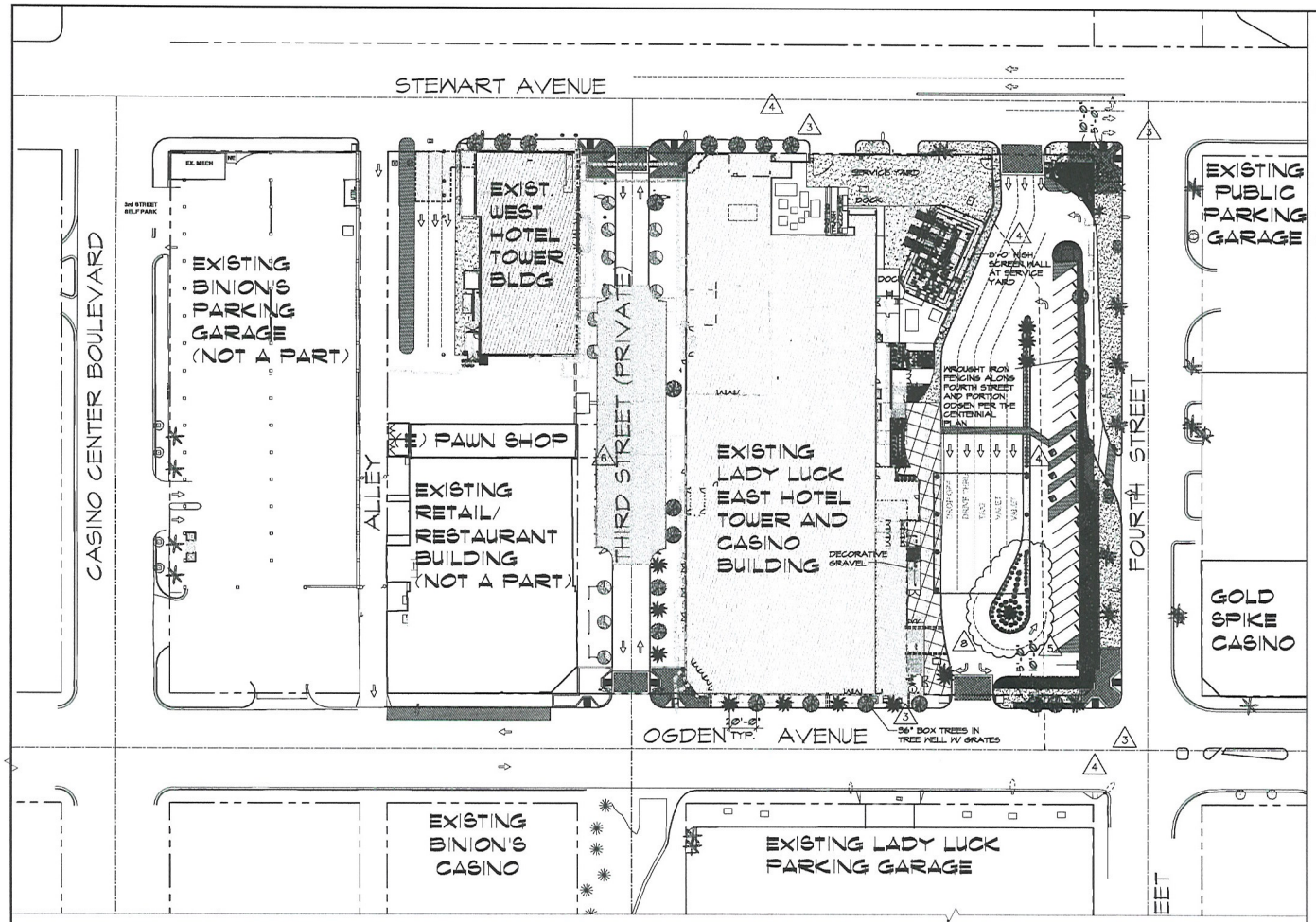
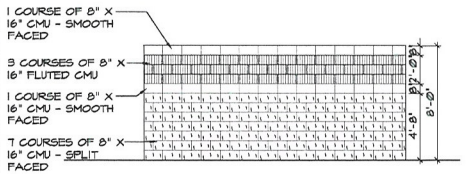


CONCEPTUAL LANDSCAPE PLAN

1" = 40'-0"

NORTH



PROPOSED SCREEN WALL

SCALE: 1/4"=1'-0"

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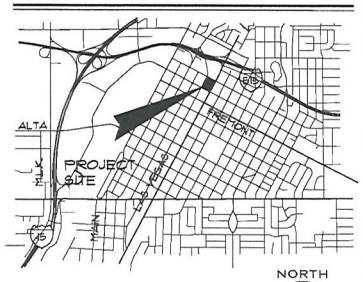
VICINITY MAP



NORTH

MISCELLANEOUS NOTES

1. ALL EXPOSED SOILS TO RECEIVE 2" THICK LAYER OF DECORATIVE GRAVEL OR DECOMPOSED GRANITE.
2. ANY TREE WITHIN 5' OF A SIDEWALK / PAVED SURFACE AND/OR WALL SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD.
3. DECOMPOSED GRANITE COLOR: PALAMINO CORAL 1/2" SCREENED
   DECOMPOSED GRANITE SOURCE: VISTA ROCK LAS VEGAS, NEVADA
   DECORATIVE GRAVEL COLOR: RED SANDSTONE 3/4" 3/4"
   DECORATIVE GRAVEL SOURCE: STAR NURSERY LAS VEGAS, NEVADA
4. ALL LANDSCAPE AREAS TO RECEIVED COMPLETE AUTOMATIC PERMANENT UNDERGROUND DRIP IRRIGATION SYSTEM.
5. TREE GRATES OR DECOMPOSED GRANITE IN TREE WELLS ARE ACCEPTABLE. TREE GRATES SHALL COMPLY WITH THE CITY OF LAS VEGAS CENTENNIAL PLAN DESIGN GUIDELINES. △3

PROPOSED LANDSCAPE LEGEND

SYM.	DESCRIPTIONS	
	TREES	
	MEXICAN FAN PALM - SKINNED (Washingtonia robusta) See Plan for Trunk Height (BTH)	
	MEDITERRANEAN FAN PALM (Chamaerops humilis) 36" box	
	SOUTHERN LIVE OAK (Quercus virginiana) 36" box	
	EXISTING PALMS	
	EXISTING OAKS	
	SHRUBS	
	COMPACT MYRTLE (Myrtus communis 'Compacta') 15 gal.	
	COMPACT XYLOSMA (Xyloema congestum) 15 gal.	
	FORTNIGHT LILY (Dietes bicolor) 5 gal.	
	GROUNDCOVERS	
	TRAILING ROSEMARY (Rosemarinus officinalis 'prostratus') 5 gal.	
	FLOWERS	
	SEASONAL ANNUALS	230 SF
	MISC. ITEMS	
	DECORATIVE POT W/ 15 GAL. ACCENT (2 qty.) SUBMIT PHOTOS OF POTS FOR OWNER APPROVAL PRIOR TO PLACING ANY ORDER	
	ROCK MULCH	
	1/2"minus 'Palomino Gold' rock throughout all planter areas_2" UNIFORM DEPTH_(9,470 sq. ft.)	

ANALYSIS

TOTAL LANDSCAPE BUFFER AREA = 4,054 SQ. FT.

DENOTES BUFFER AREA

△1 1-24-2012

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sheet title:
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△ 6-10-2010
△ 6-16-2010
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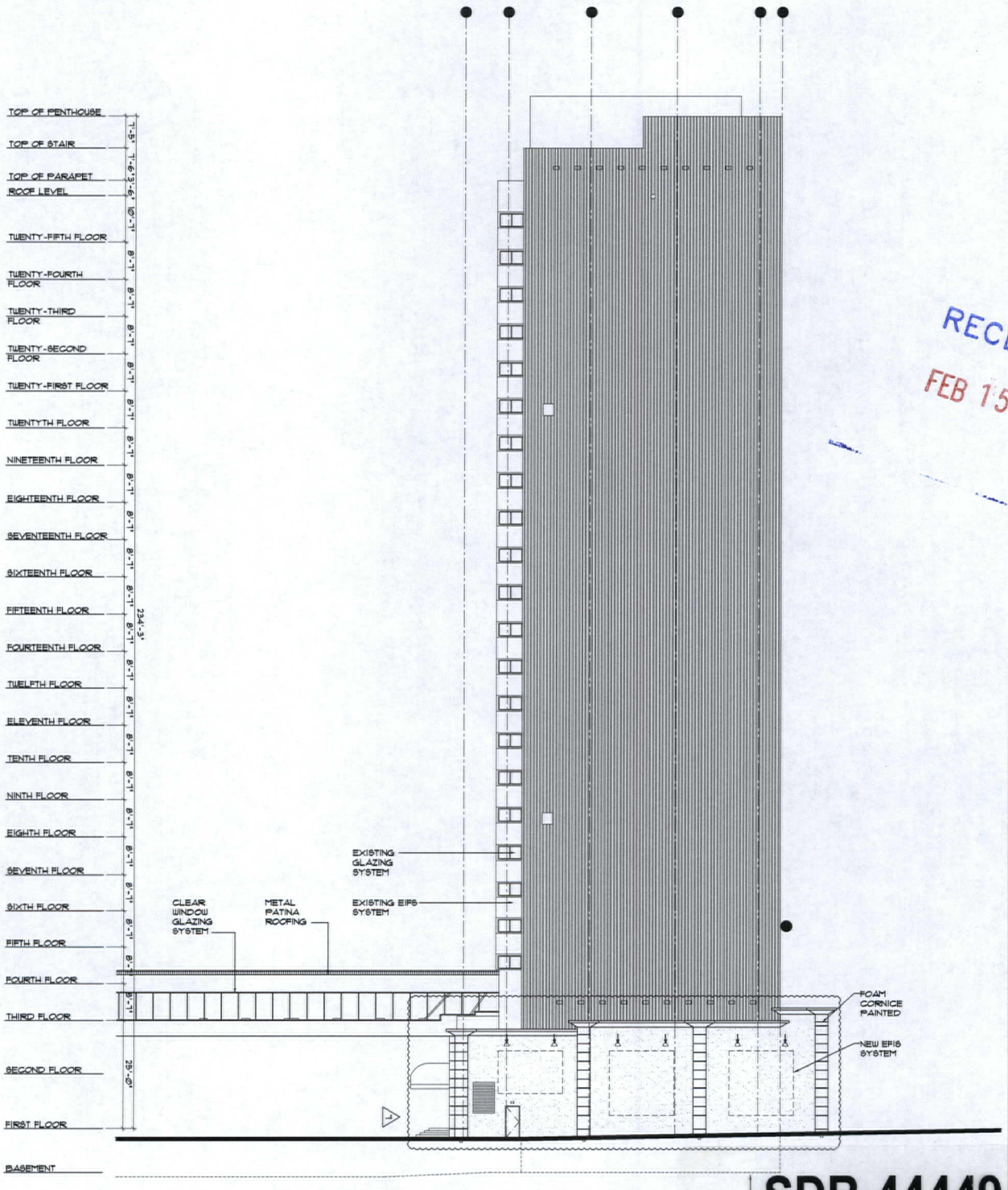

1 / A6.03 NORTH ELEVATION

SCALE: 3/32"=1'-0"

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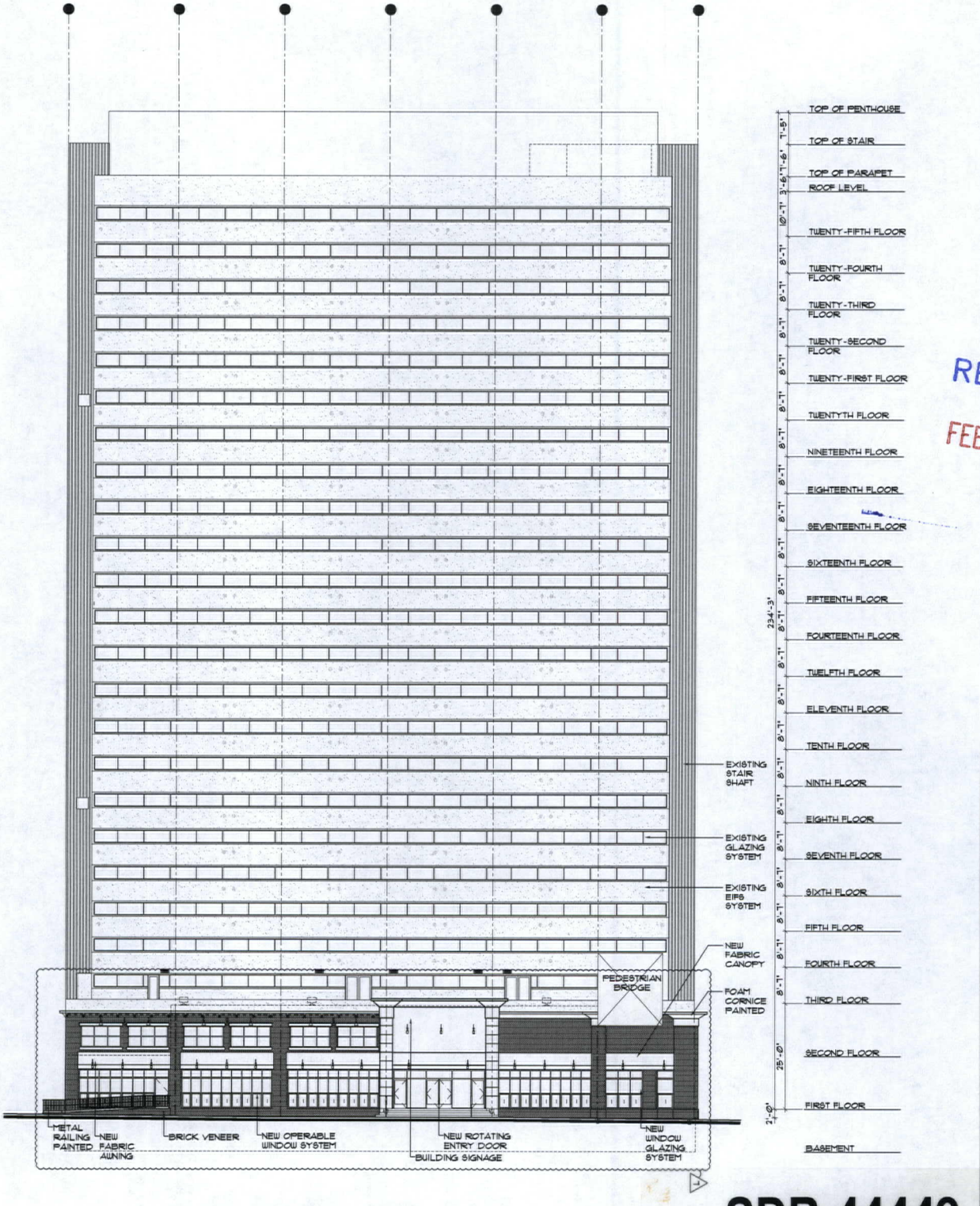

1 A6.01 EAST ELEVATION

SCALE: 3/32"=1'-0"

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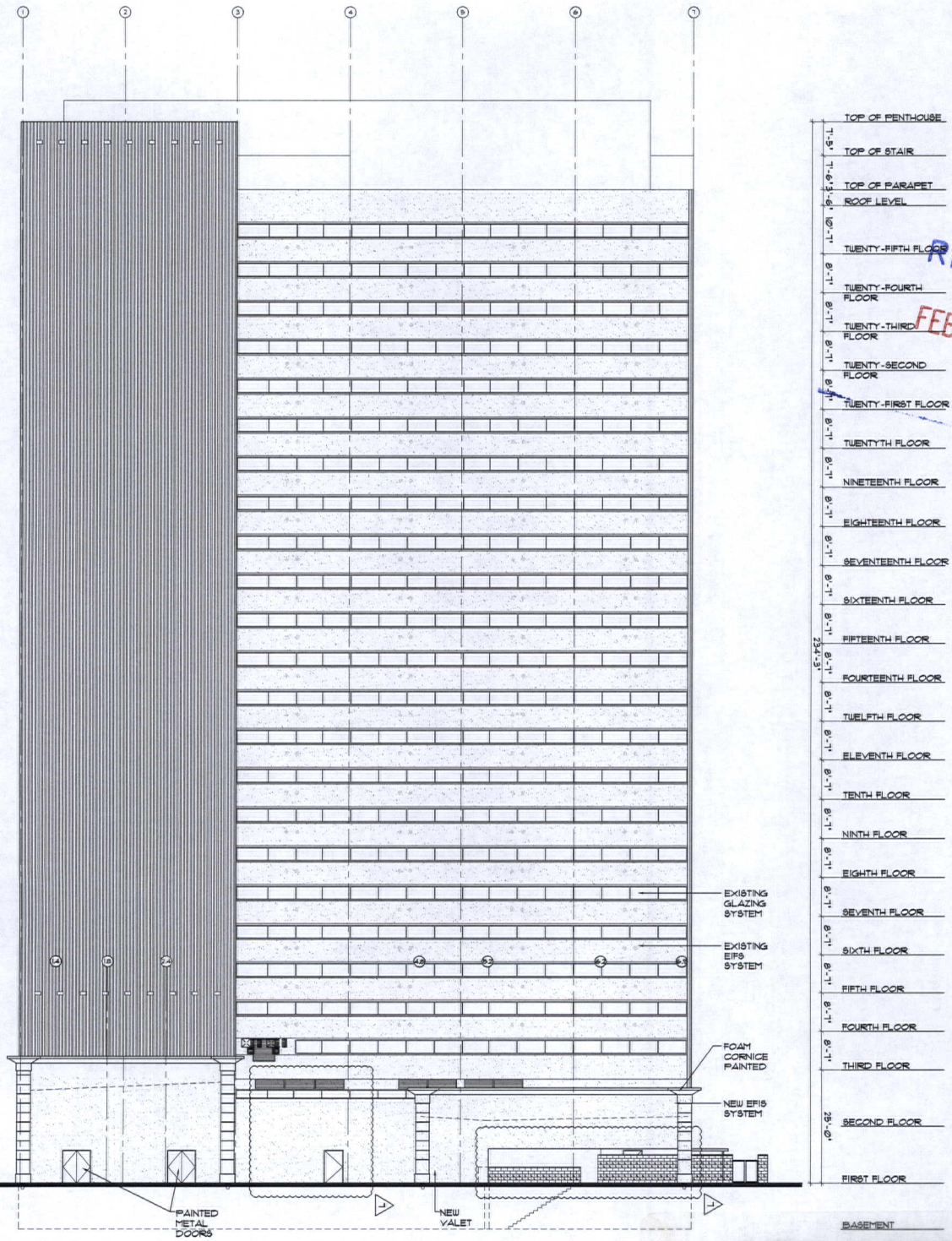

1 A6.02 WEST ELEVATION

SCALE: 3/32"=1'-0"

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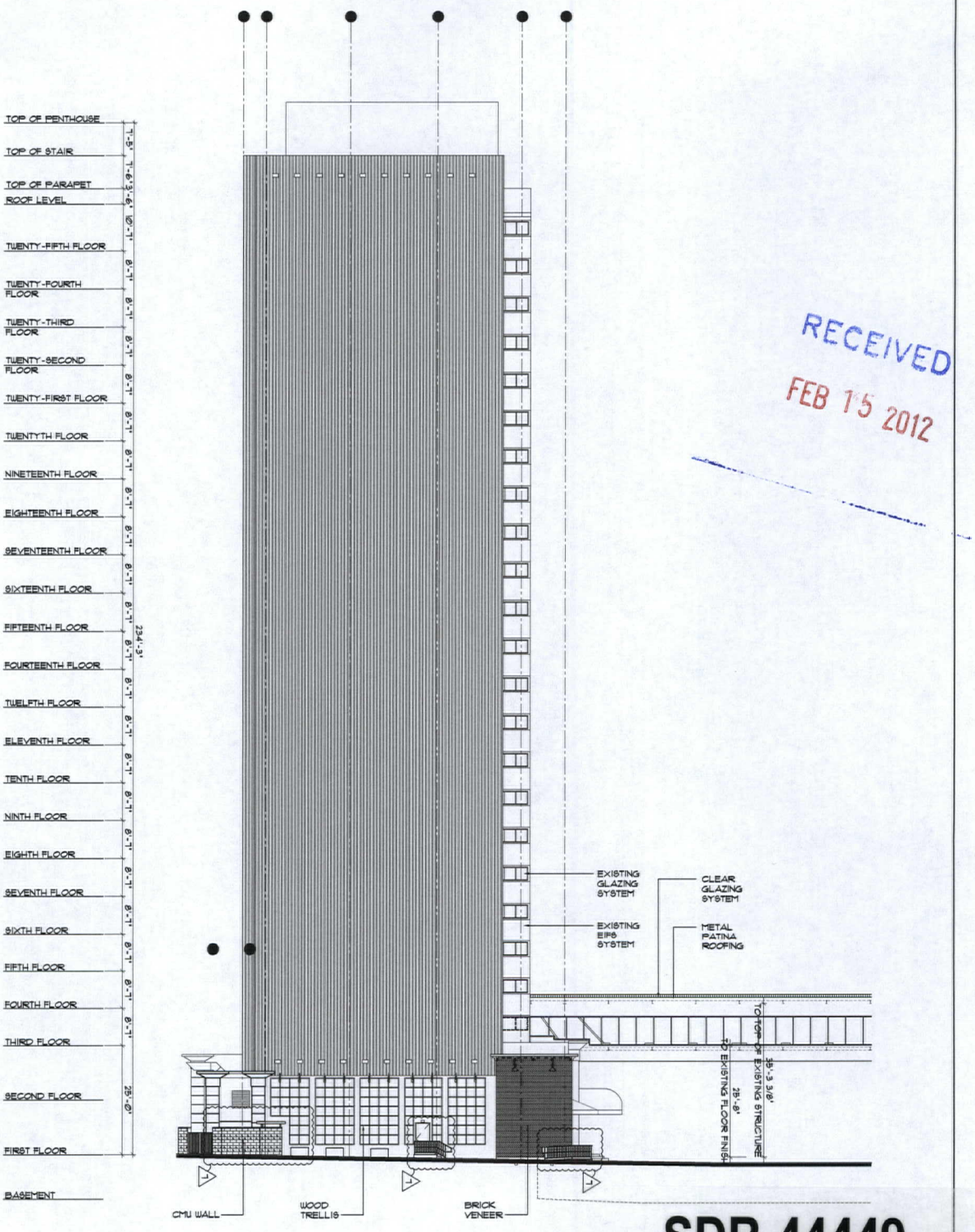

1 A6.04 SOUTH ELEVATION

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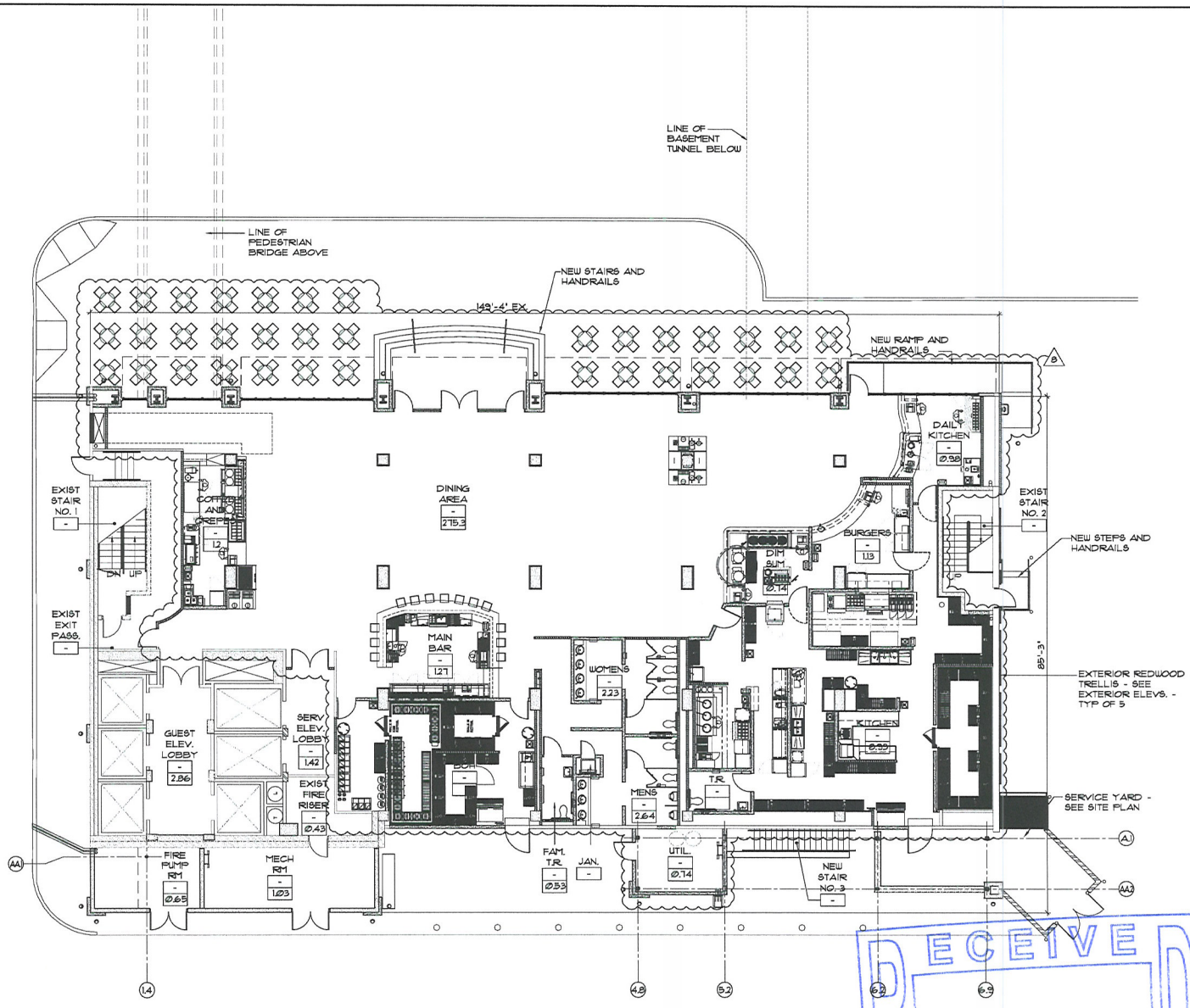

A / A1.01 WEST TOWER 1ST FLOOR PLAN

SCALE: 1/8"=1'-0"

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sheet title:
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1ST FLOOR
LAND USE SUBMITTAL

issue dates:

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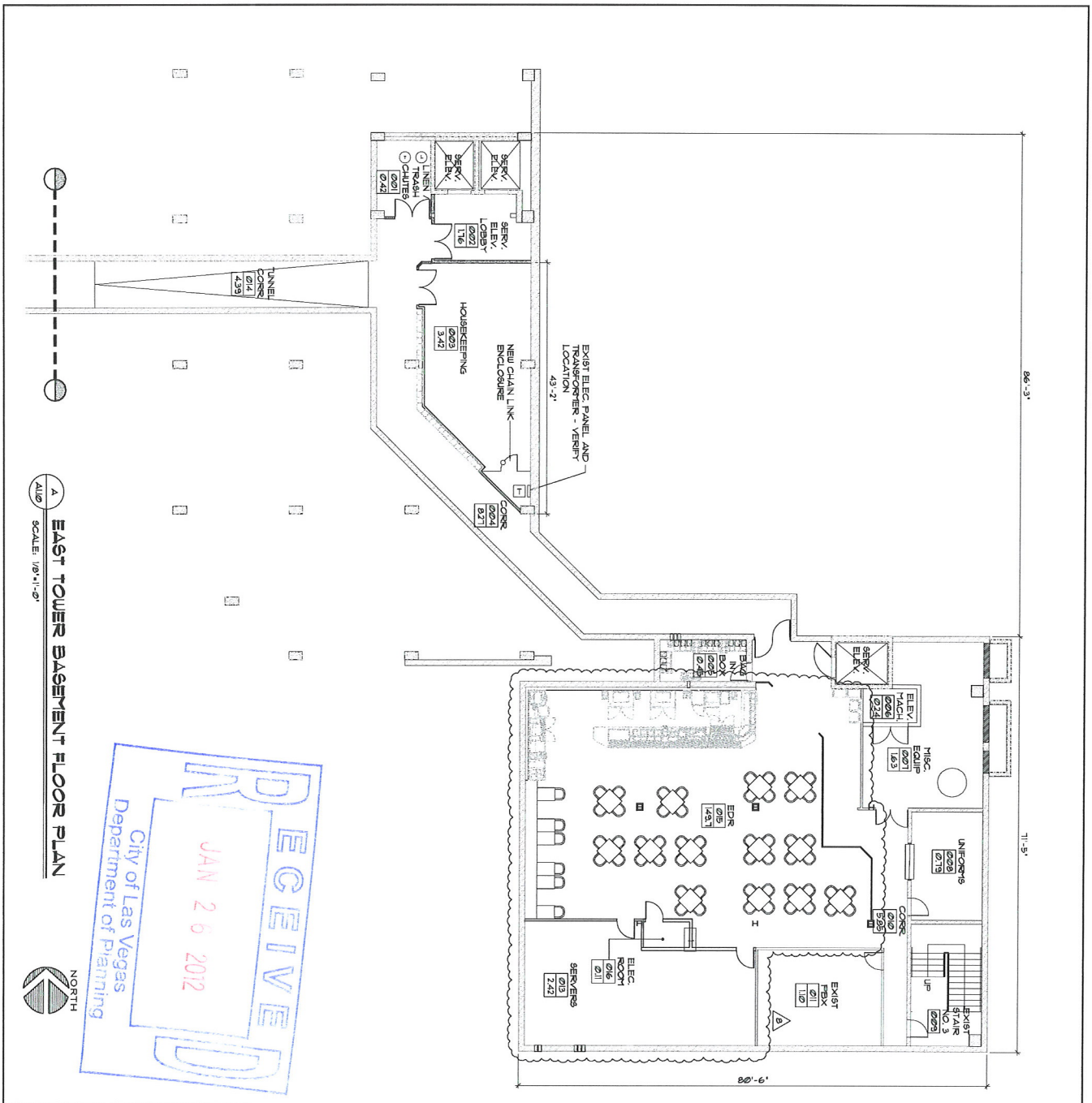

A AII.0 EAST TOWER BASEMENT FLOOR PLAN

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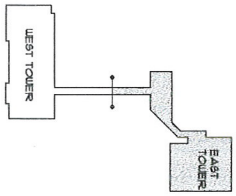
KEY PLAN



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BASEMENT FLOOR PLAN
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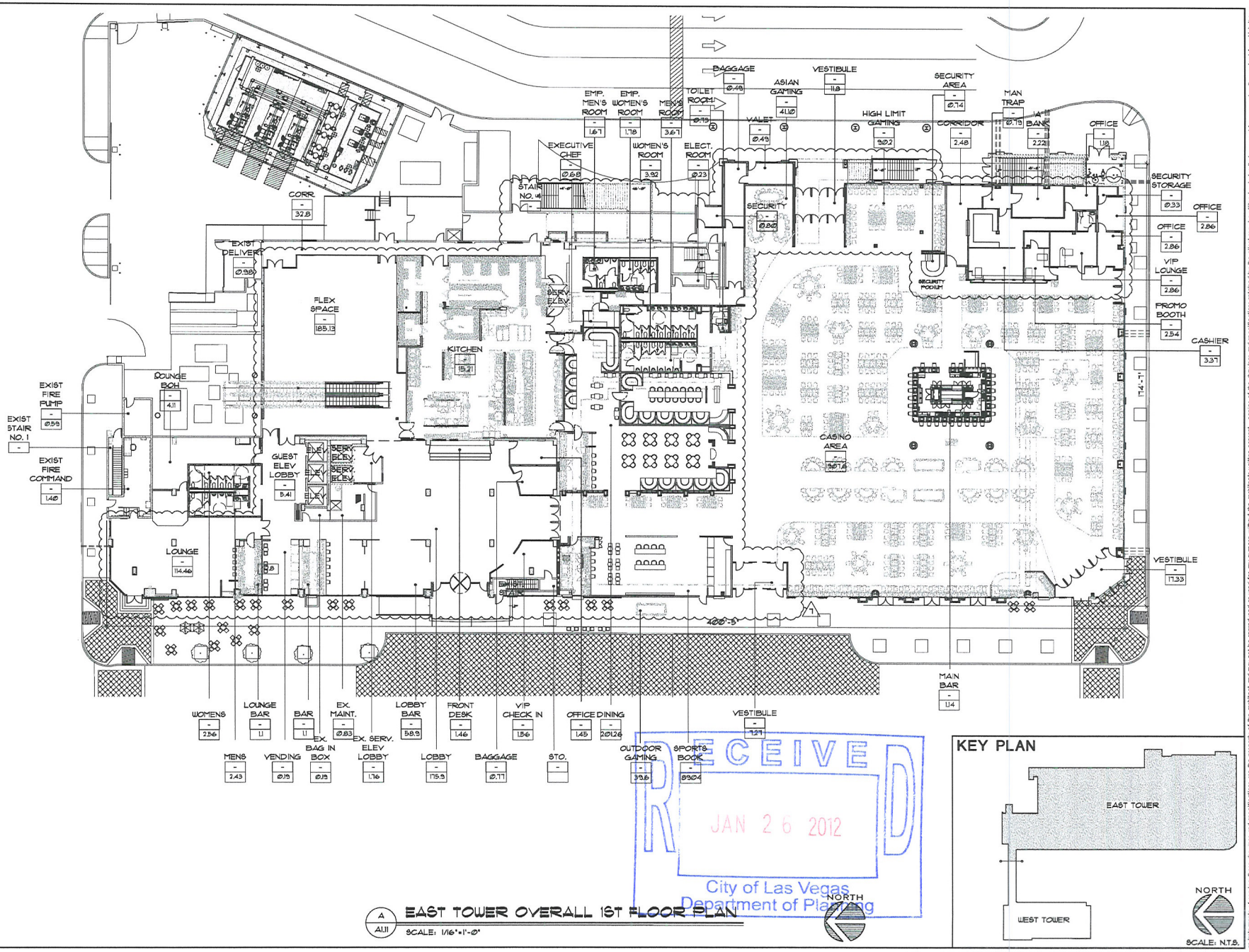

A1.11 EAST TOWER OVERALL 1ST FLOOR PLAN

SCALE: 1/16"=1'-0"

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KEY PLAN

SCALE: N.T.S.

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OVERALL 1ST FLOOR PLAN
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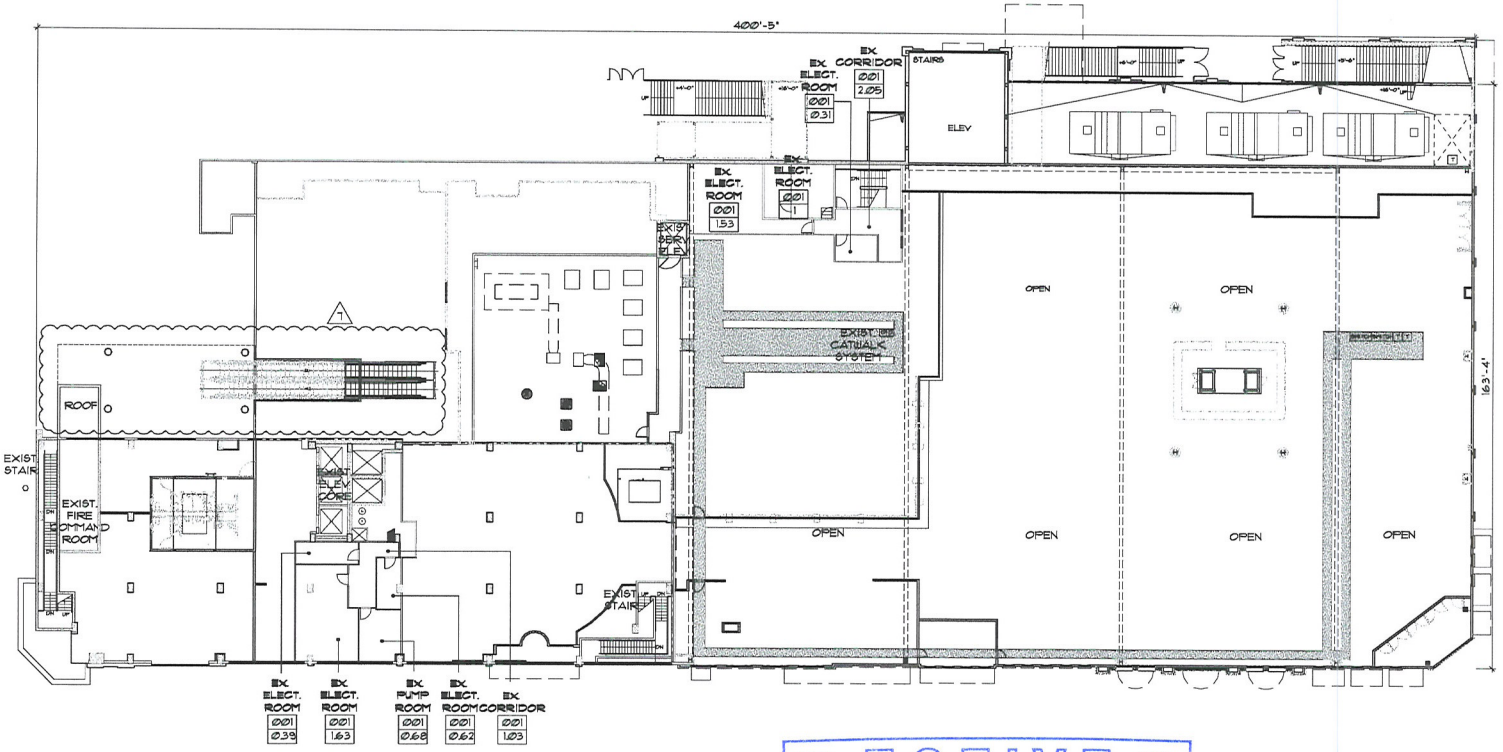

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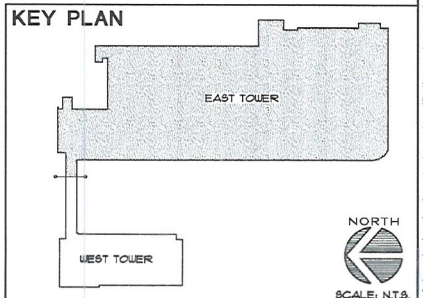
A / A1.12 EAST TOWER OVERALL 2ND FLOOR PLAN
SCALE: 1/16"=1'-0"

NORTH

KEY PLAN



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RENOVATION / EXPANSION
206 N. 3RD ST. LAS VEGAS, NEVADA 89101

sheet title:
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OVERALL 2ND FLOOR PLAN
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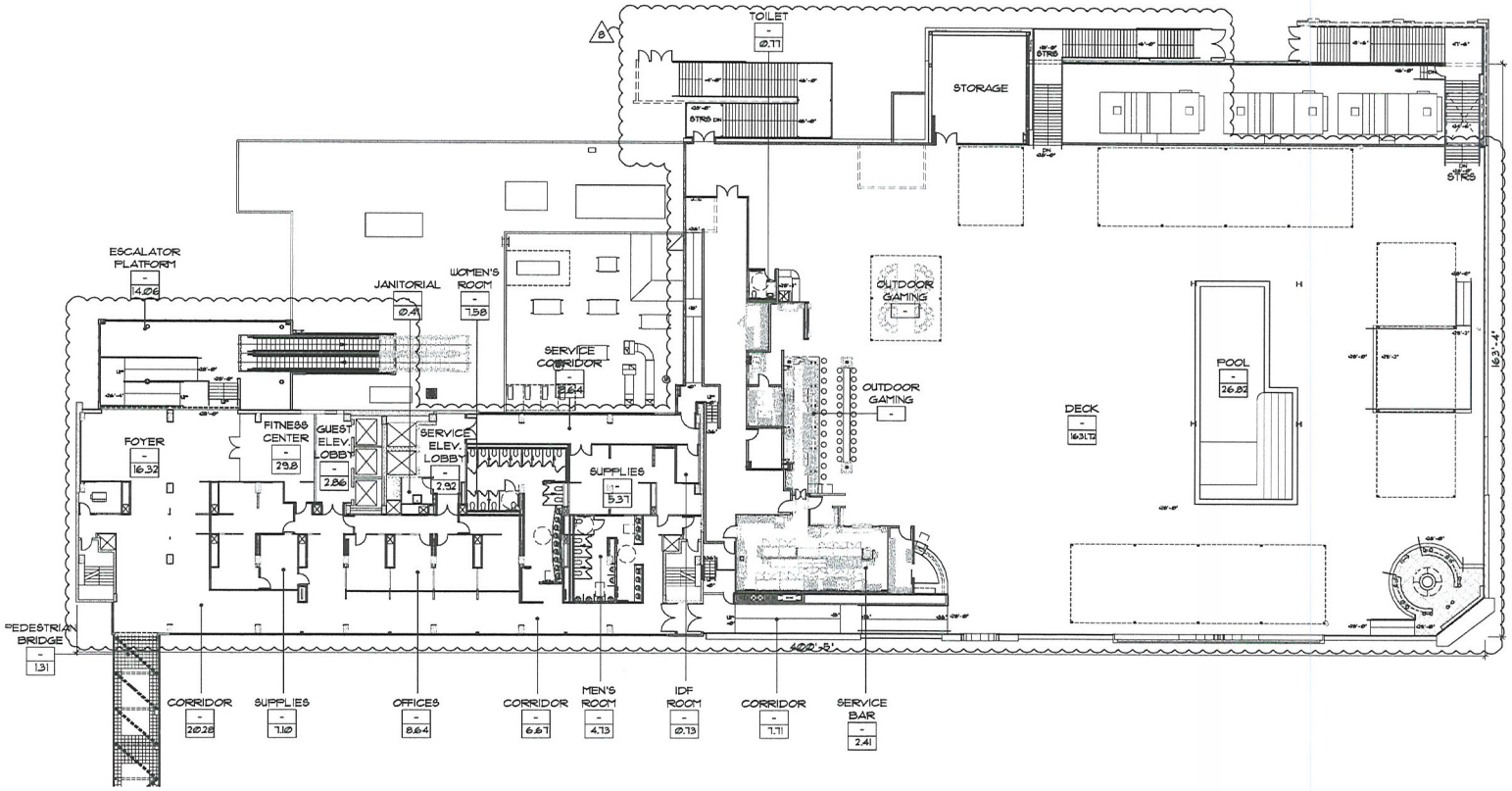

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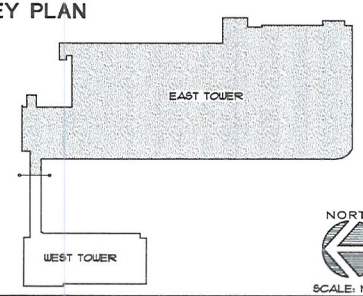
A1.13 EAST TOWER OVERALL 3RD FLOOR PLAN
SCALE: 1/16"=1'-0"

KEY PLAN



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SCALE: N.T.S.

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project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3RD ST. LAS VEGAS, NEVADA 89101

sheet title:
EAST TOWER
OVERALL 3RD FLOOR PLAN
LAND USE SUBMITTAL

issue dates:

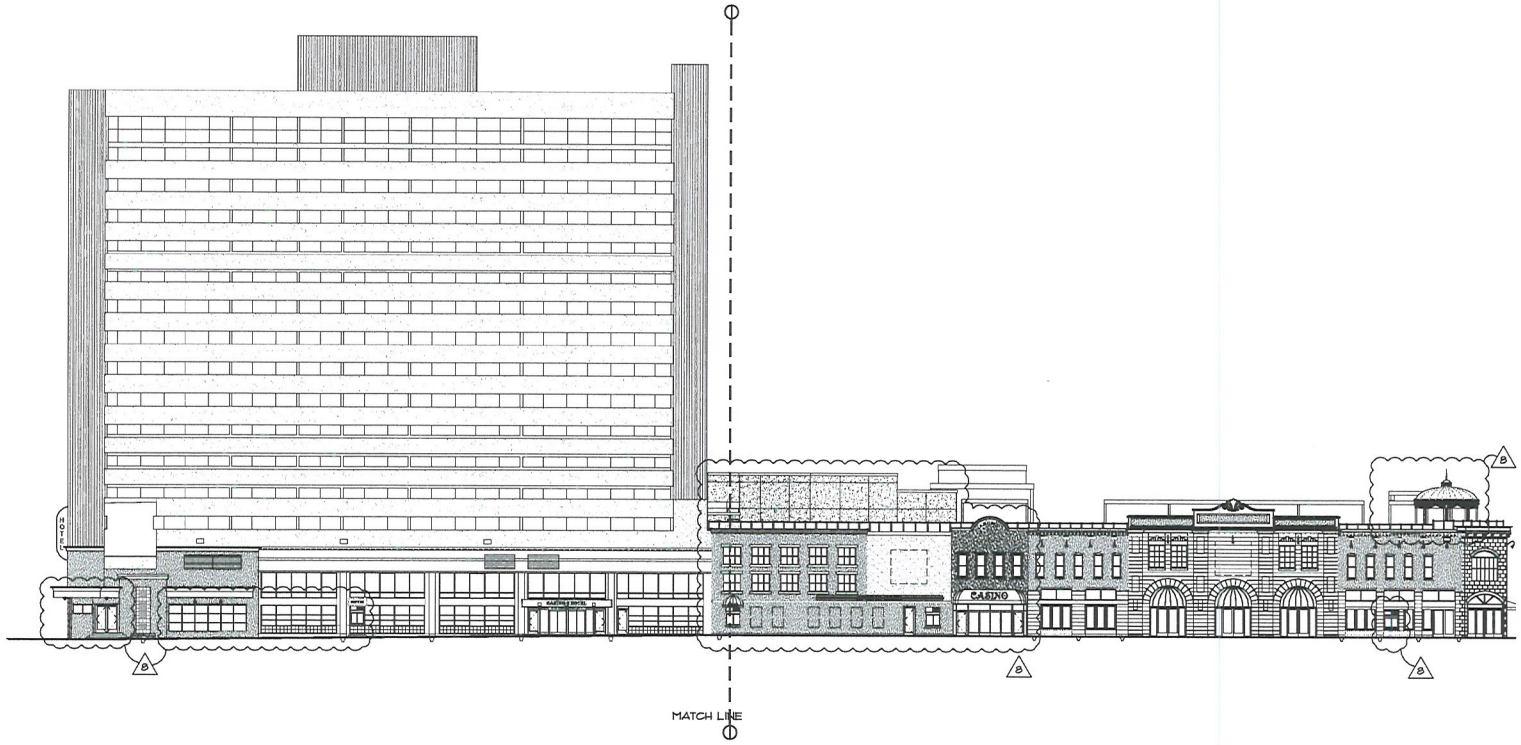
drawn by: RKG/MB/MT/CL
checked by: RCG
project no.: 09-150
revisions:
11-22-2011
1/24/2012

sheet no.
A1.13
of sheets

P:\09-150 George\LUS\SDR Admin\East Tower-A113.dwg plotted: 1/24/2012 12:57 PM by: KAREN GRAVLIN

SDR-44449

T.O. PENTHOUSE
T.O. STAIR
T.O. PARAPET
T.O. ROOF
SEVENTEENTH FLOOR
SIXTEENTH FLOOR
FIFTEENTH FLOOR
FOURTEENTH FLOOR
TWELFTH FLOOR
ELEVENTH FLOOR
TENTH FLOOR
NINTH FLOOR
EIGHTH FLOOR
SEVENTH FLOOR
SIXTH FLOOR
FIFTH FLOOR
FOURTH FLOOR
THIRD FLOOR
SECOND FLOOR
FIRST FLOOR



A / A6.11 EAST TOWER OVERALL WEST ELEVATION
SCALE: 1/16"=1'-0"

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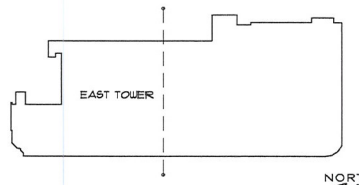
KEY PLAN



NORTH
SCALE: N.T.S.

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sheet title:
EAST TOWER - WEST
EXTERIOR ELEVATION
LAND USE SUBMITTAL

issue dates:
drawn by: KKG/MB/PT/CL
checked by: RCG
project no.: 09-186
revisions:
1/24/2012

sheet no. A6.11
of sheets

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1 A6.11.1 EAST TOWER WEST ELEVATION - AREA 'A'

SCALE: 3/32"=1'-0"

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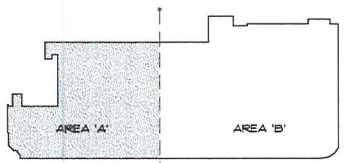
KEY PLAN



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206 N. 3RD ST. LAS VEGAS, NEVADA 89101

sheet title:
EAST TOWER - WEST EXTERIOR ELEVATION - AREA 'A' (LUS)

issue dates:
drawn by: KKG/PB/PT/CL
checked by: RCG
project no.: 09-150
revisions: 1/24/2012
sheet no. A6.11.1
of sheets

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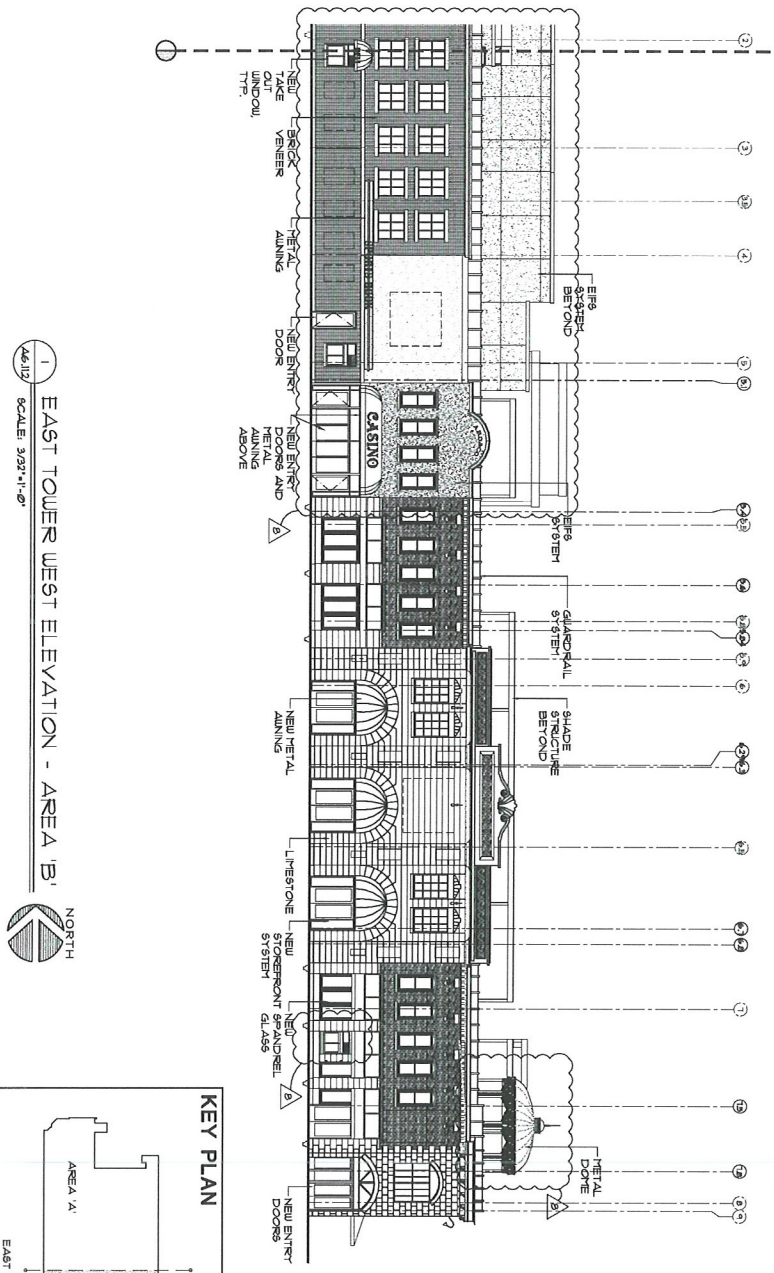
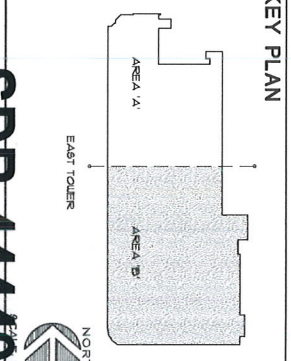


1 EAST TOWER WEST ELEVATION - AREA 'B'
A6.11.2
SCALE: 3/32"=1'-0"

NORTH

KEY PLAN



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drawn by:
design/technical
check by:
mca
project no.:
09-150
revisions
1/24/2012

sheet no.
A6.11.2
of
sheets

sheet title:
EAST TOWER - WEST EXTERIOR ELEVATION - AREA 'B' (LUS)

project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3RD ST. LAS VEGAS, NEVADA 89101

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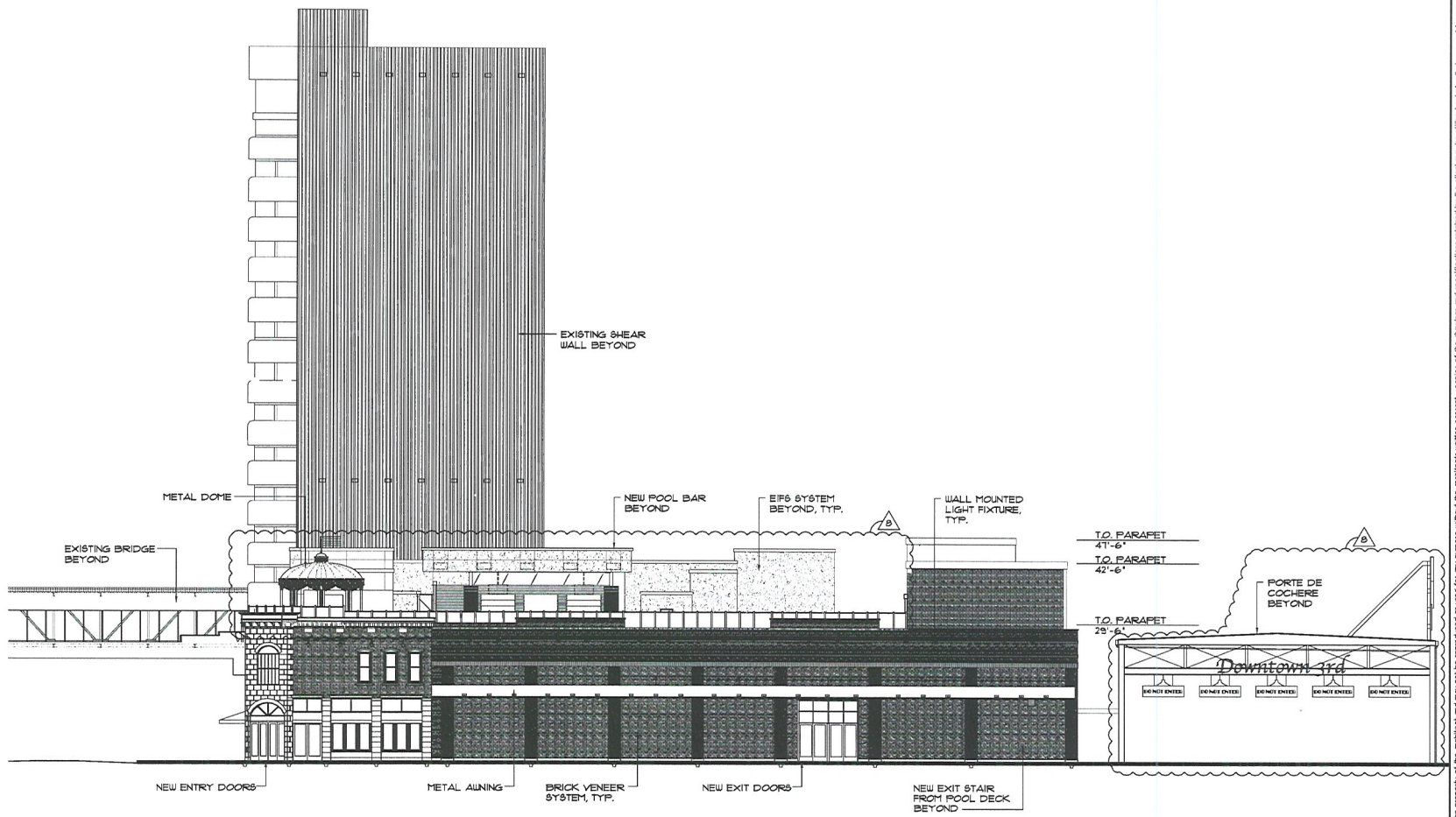

1 A6.12 EAST TOWER SOUTH ELEVATION

SCALE: 3/32"=1'-0"

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206 N. 3RD ST. LAS VEGAS, NEVADA 89101

sheet title :
EAST TOWER - SOUTH
EXTERIOR ELEVATION
LAND USE SUBMITTAL

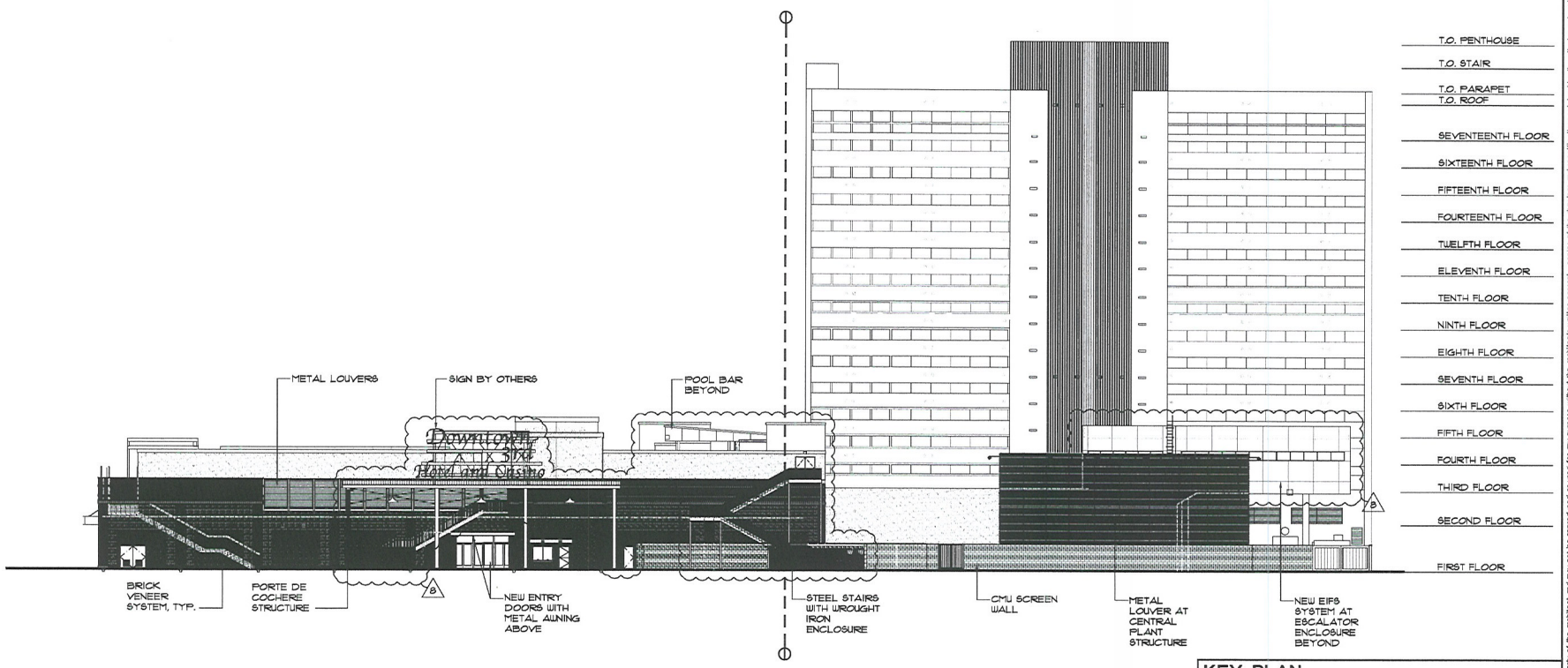
issue dates :

drawn by : KKG/MB/PT/CL
checked by : RCG
project no. : 09-150
revisions : 1/24/2012

sheet no. A6.12

of sheets

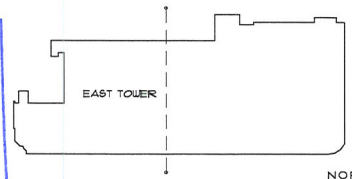
P:\09-150 George\LUSTSDR Admin\East Tower-A612.dwg plotted: 1/24/2012 1:31 PM by: KAREN GRAVLIN



A / A6.13 EAST TOWER OVERALL EAST ELEVATION

SCALE: 1/16"=1'-0"

KEY PLAN



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206 N. 3RD ST. LAS VEGAS, NEVADA 89101

sheet title:
EAST TOWER - OVERALL
EAST EXT. ELEVATIONS
LAND USE SUBMITTAL

issue dates:
drawn by: KKG/MB/PT/CL
checked by: RCG
project no.: 09-196
revisions:
1/24/2012

sheet no. A6.13
of sheets

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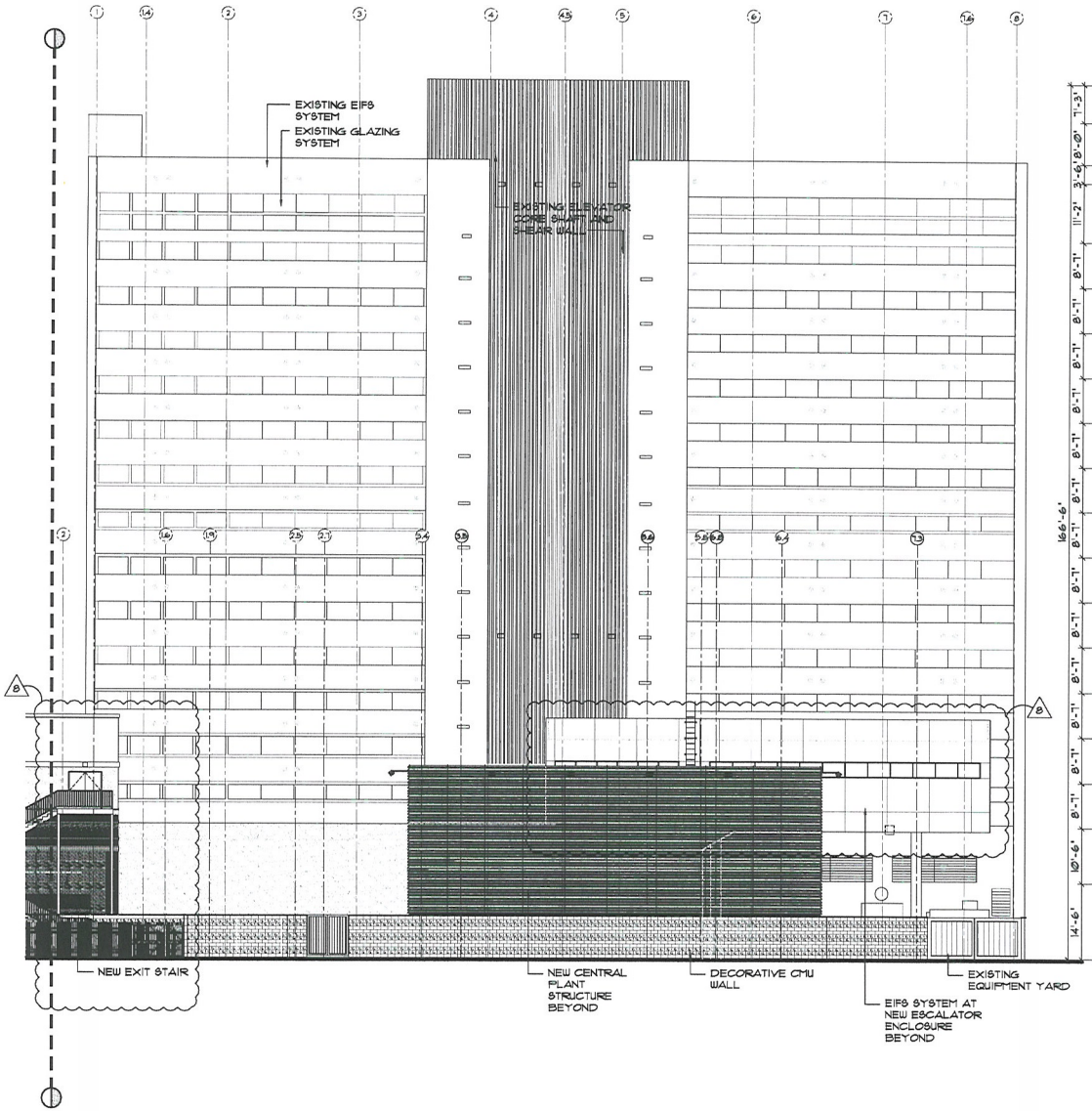

1 A6.13.1 EAST TOWER EAST ELEVATION - AREA 'A'

SCALE: 3/32"=1'-0"

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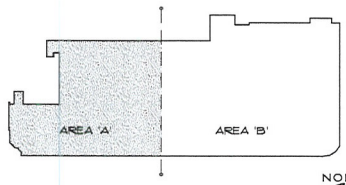
Department of Planning

KEY PLAN



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project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3rd ST. LAS VEGAS, NEVADA 89101

sheet title:
EAST TOWER - EAST EXTERIOR ELEVATION - AREA 'A' (LUS)

issue dates:

drawn by: KKG/MS/PT/CL
checked by: TKGS
project no.: 09-150
revisions: 1/24/2012

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of sheets

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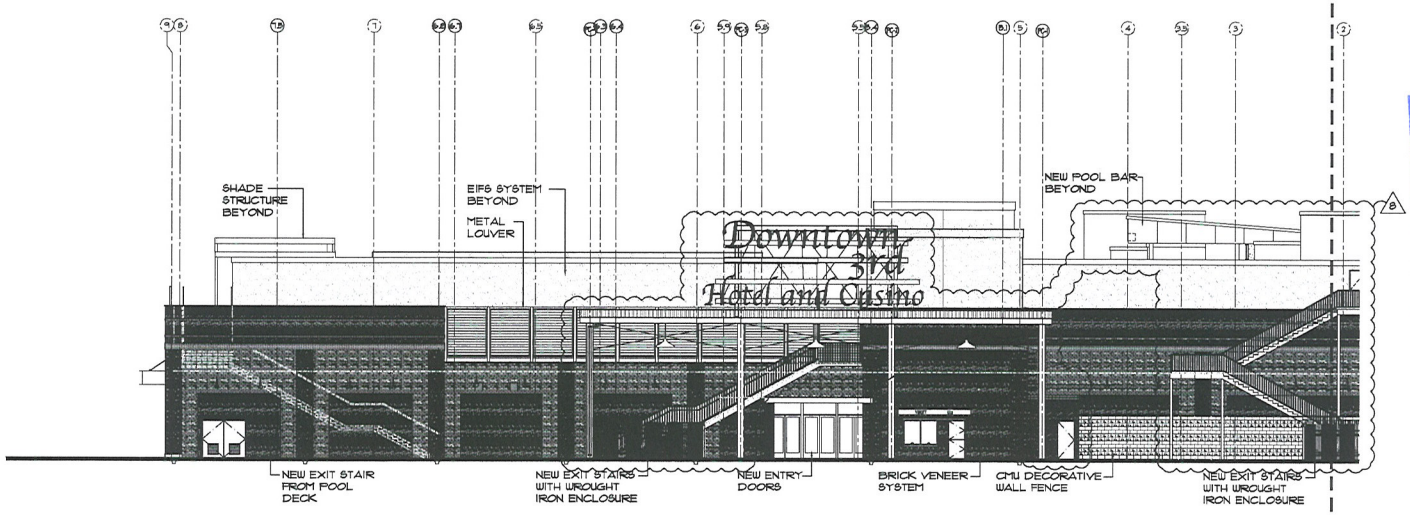

1 A6.13.2 EAST TOWER EAST ELEVATION - AREA 'B'

SCALE: 3/32"=1'-0"

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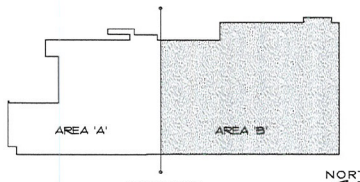
KEY PLAN



SCALE: N.T.S.

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project title:
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206 N. 3RD ST. LAS VEGAS, NEVADA 89101

sheet title:
EAST TOWER - EAST EXTERIOR ELEVATION - AREA 'B' (LUS)

issue dates:

drawn by: KKG/MG/PT/CL
checked by: RCG
project no.: 09-190
revisions:
1/24/2012

sheet no.
A6.13.2

of sheets

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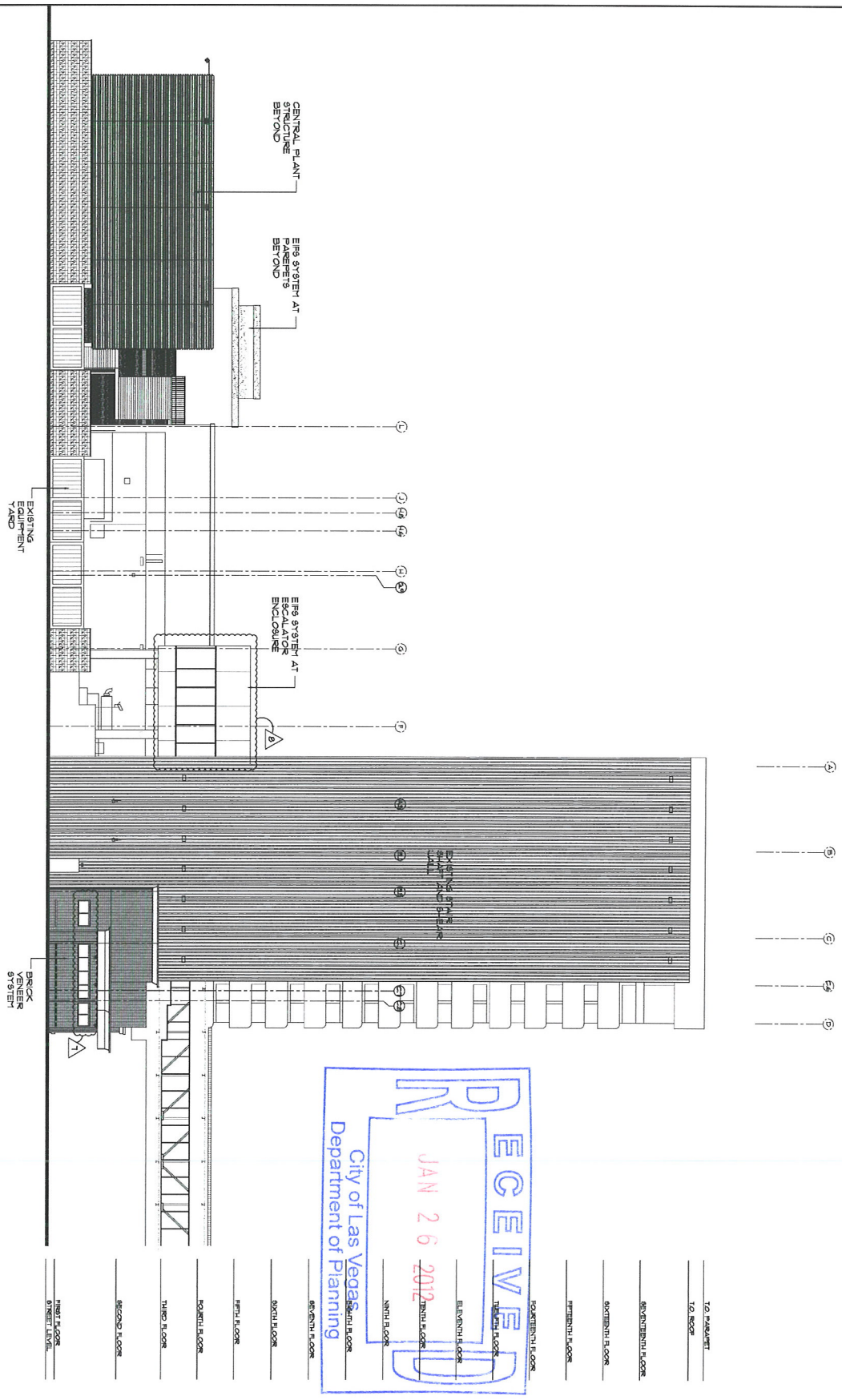

1 A6.14 EAST TOWER NORTH ELEVATION

SCALE: 3/32"=1'-0"

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sheet title: EAST TOWER - NORTH EXTERIOR ELEVATION LAND USE SUBMITTAL

issue status:
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checked by: RCG
project no.: 09-150
revisions:
1/24/2012
sheet no.: A6.14
of sheets

project title: Lady Luck RENOVATION / EXPANSION
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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

01/31/12

SDR-44449 - APPLICANT: CIM/LL LAS VEGAS, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL
206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

01/31/12

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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

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SDR-44449 - APPLICANT: CIM/LL LAS VEGAS, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL
206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

01/31/12

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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

01/31/12

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206 NORTH 3RD STREET, 220 NORTH 4TH STREET AND 221 NORTH 3RD STREET

01/31/12

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ELIZABETH N. FRETWELL
CITY MANAGER

September 3, 2010

Mr. Jeff Rosen
CIM/LL Las Vegas, LLC, et al
6922 Hollywood Boulevard, 9th Floor
Los Angeles, California 90028

RE: SDR-37946 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF AUGUST 18, 2010

Dear Mr. Rosen:

The City Council at a regular meeting held August 18, 2010 APPROVED the request for a Site Development Plan Review FOR PROPOSED FACADE MODIFICATIONS AND THE ADDITION OF A SERVICE YARD, A PORTE COCHERE, A SURFACE PARKING LOT AND A 25-FOOT ADDITION ON THE ROOF OF AN EXISTING HOTEL/CASINO WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN STREETSCAPE, UTILITY AND PARKING LOT LANDSCAPING AND SCREENING REQUIREMENTS on 3.94 acres at 220 North 4th Street (APNs 139-34-501-009; 139-34-510-019 and 139-34-514-007 through 009), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 19, 2010. This approval is subject to:

Planning and Development

1. APN 139-34-510-014, also known as 215 N. 3rd Street, is not a part of this application.

2. This Site Development Plan Review (SDR-37946) does not modify the previously approved Site Development Plan Review (SDR-4835) with regard to travel lanes and on-street parking for the vacated 3rd Street. An application to modify SDR-4835, with signatures from all affected property owners, or full compliance with all plans and conditions of approval of Site Development Plan Review (SDR-4835) and Vacation (VAC-3926), as implemented by civil plan review #107V4327 approved on 03/31/05, shall be required prior to issuance of any building permits associated with SDR-37946.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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4. All development shall be in conformance with the site plan and landscape plan, date stamped 6/22/2010 and building elevations, date stamped 7/30/2010, except as amended by conditions herein. The landscape material and size on Third Street and Ogden Avenue shall be reviewed by Planning and Development staff and may be amended for compatibility with other existing streetscape material.

5. Prior to approval of a final inspection, the proposed alterations to the Third Street pedestrian bridge to reduce the parapet and soffit materials to a minimum and to replace the existing materials with a clear glazing system shall be completed in conformance with the building elevations date stamped 04/13/10.

6. A Waiver from Downtown Centennial Plan Section VII.B.1.e is hereby approved, to allow utilities to remain above ground where required to be underground along Stewart Avenue.

7. A Waiver from Downtown Centennial Plan Section VII.B.3.d is hereby approved, to allow block wall screening adjacent to the service yard where ornamental iron screening is required.

8. A Waiver from Downtown Centennial Plan Section VII.B.4.a is hereby approved, to allow a zero-foot amenity zone where a five-foot amenity zone is required along portions of Stewart Avenue between 3rd Street and east to the parking lot entrance.

9. A Waiver from Downtown Centennial Plan Section VII.B.4.c is hereby approved, to allow no additional trees along Stewart Avenue.

10. Prior to occupancy, the required number of handicap parking spaces shall be provided, in the existing parking structure, in the proposed parking lot, or a combination of structure and lot, in conformance with Title 19.10 requirements.

11. 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.

12. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

13. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner. The landscape plan shall be revised to include irrigation specifications.

14. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an

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inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

15. All proposed signage shall be subject to approval by the Downtown Design Review Committee prior to issuance of sign permits.

16. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

17. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

18. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

19. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

20. 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.

21. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

22. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

23. Provide a copy of a recorded joint access and parking agreement between this site and Assessor's Parcel #139-34-510-014 [Ace Loan Company, 215 N. Third Street] within the Third Street alignment prior to the issuance of any permits for this site.

24. Coordinate with the Building and Safety Department to determine if existing lot lines are in conflict with existing or the new proposed structures. If it is determined that a mapping or other lot consolidation is required, coordinate with the City Surveyor to determine the most appropriate lot consolidation method.

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25. Dedicate a 10 foot radius on the southwest corner of Stewart Avenue and 4th Street prior to the issuance of any permits.

26. A Petition of Vacation to vacate the existing public sewer easement, such as VAC-27995, shall record prior to the issuance of any permits for improvements abutting or overlying the sewer easement.

27. Remove all substandard public street improvements and unused driveway cuts adjacent to this site and replace with new improvements meeting Downtown Centennial Plan Standards modified as necessary to accommodate existing physical obstructions and as amended by conditions herein per the approved Site Plan concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with the development of this site.

28. Prior to the approval of Construction drawings for this site, sign a Covenant Running with Land agreement for the possible future undergrounding of all existing overhead utility lines adjacent to this site not placed underground per requirements of the Downtown Centennial Plan. The Covenant agreement must be recorded with the County Recorder and a copy of the recorded document must be provided to the City prior to the issuance of building permits for this site.

29. Unless otherwise allowed by the City Engineer, construct sidewalk, where such does not exist, on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

30. Contact the City Engineer's Office (Lorrie Dunford) at 229-6272 to coordinate the development of this project with the Stewart Avenue Phase II project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

31. Landscape and maintain all unimproved rights-of-way, if any, on 4th Street, Ogden Avenue and Stewart Avenue 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.

32. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the Ogden Avenue, Stewart Avenue and (where applicable) 4th Street public rights-of-way adjacent to this site prior to issuance of permits for this site.

33. Coordinate all driveway geometrics with the Traffic Engineer to determine final allowable widths and depths prior to the submittal of construction drawings or issuance of permits, whichever occurs first.

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34. 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. Alternatively, meet with the Flood Control Section of the Department of Public Works to determine an acceptable alternative, if any, to the Drainage Plan and Technical Drainage Study.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Todd Kessler
Resort Gaming Group, LLC
206 North 3rd Street
Las Vegas, Nevada 89101

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SDR-44449

Todd Kessler
206 N. 3rd Street
Las Vegas, NV 89101

January 26, 2012

Flynn Fagg
City of Las Vegas
Planning & Development
Las Vegas, Nevada 89101

Re: **JUSTIFICATION LETTER**
SDR Amendment Application re APN's 139-34-510-019, 139-34-514-007 & 008 & 009, 139-34-501-009

Dear Mr. Fagg:

Please accept this as our official justification letter for an Amendment to the previously approved SDR-37946 encompassing the expansion and remodel of the Lady Luck Hotel & Casino located at 3rd Street & Ogden on 3.12 acres at 206 North 3rd Street and 220 North 4th Street zoned C-2 (General Commercial).

The following is a summary of the changes to the previous SDR-37946:

1. Façade improvements on the elevations of the buildings;
2. A widening of the 4th & Stewart Entryway;
3. A small reduction in the number of surface parking stalls;
4. Removal of the Hotel entrance for the West Tower;
5. A change in the traffic flow of 3rd St. and the alley between 3rd St. and Casino Center Blvd.; and
6. An elevation change to the porte-cochere along 4th St.

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Many of the changes are minor architectural finish elements. The traffic flow deviations were made in order to attempt to alleviate some of the anticipated downtown traffic burdens given the impact of our re-opening. From a parking perspective, we have still added 24 new parking spaces while reducing the existing room base by 162 rooms from when the hotel was previously operated.

The proposed renovation will further enhance the revitalization of Downtown by making it a destination that attracts tourists and locals as well as assist in the success of the Mob Museum. This expansion will not change the history and culture that has been well established in Downtown, but will rather create more energy and help enhance the attractiveness of the Downtown Renaissance. Our renovation will be a crucial part of Downtown Las Vegas and will further enhance the beautification and revitalization of Downtown.

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler

Todd Kessler

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SDR-44449

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SDR-44449 - APPLICANT: CIM/LL LAS VEGAS, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MARCH 13, 2012*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax or email it to ***Carman Burney at (702) 385-7268 or cburney@lasvegasnevada.gov*** If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MARCH 12, 2012.***

Todd Kessler — Signature

3-12-12 — Date

Todd Kessler — Please Print Name

Authorized Representative for Owner — Company Name

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MAR 12 2012

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 3/13/2012 Item 14

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

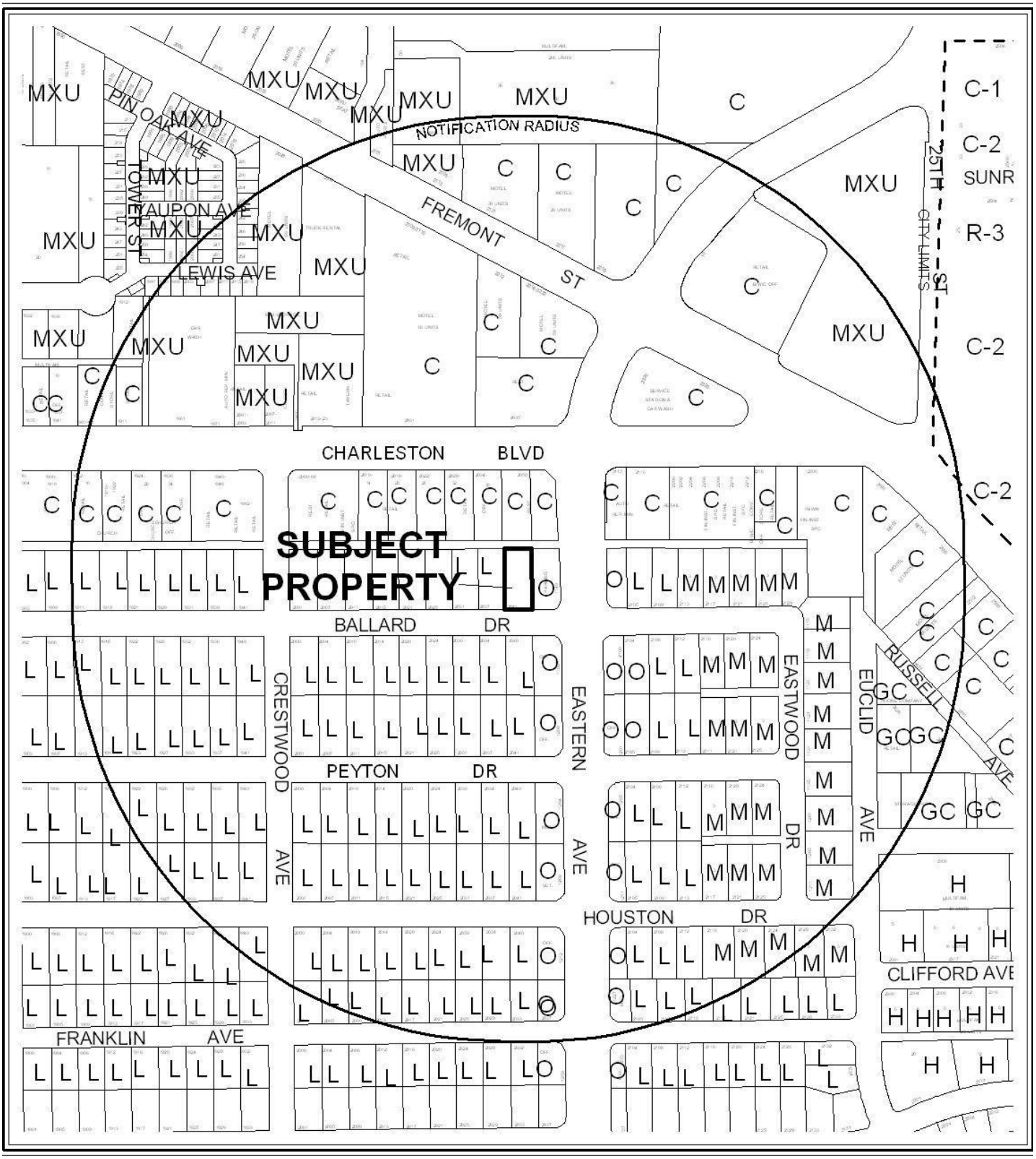
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-44653 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: JOSE GARCIA - For possible action on a request for a General Plan Amendment FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.20 acres at 2041 Ballard Drive (APN 162-02-514-009), Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend DENIAL. **NOTE: THIS ITEM WILL BE STRICKEN AND REHEARD BY PLANNING COMMISSION**

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 (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-44653, ZON-44654, VAR-44656 and SDR-44655
3. Supporting Documentation
4. Photos - GPA-44653, ZON-44654, VAR-44656 and SDR-44655
5. Supporting Documentation
6. Justification Letter - GPA-44653, ZON-44654, VAR-44656 and SDR-44655



CASE: **GPA-44653**

RADIUS: 1000 FEET

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

O (OFFICE)

0 300 600 Feet

CASE: **GPA-44653**

RADIUS: 1000 FEET

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

O (OFFICE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JOSE GARCIA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-44653	Staff recommends DENIAL.	
ZON-44654	Staff recommends DENIAL.	GPA-44653
VAR-44656	Staff recommends DENIAL, if approved subject to conditions:	GPA-44653 ZON-44654
SDR-44655	Staff recommends DENIAL, if approved subject to conditions:	GPA-44653 ZON-44654 VAR-44656

** CONDITIONS **

VAR-44656 CONDITIONS

Planning

1. Approval of General Plan Amendment (GPA-44653) and Rezoning (ZON-44654) is required.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-44655) shall be required, if approved.

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.

YK

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-44655 CONDITIONS

Planning

1. Approval of General Plan Amendment (GPA-44653), Rezoning (ZON-44654) and Variance (VAR-44654), 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 02/21/12, except as amended by conditions herein.

4. A Waiver from UDC 19.08 is hereby approved, to allow an eight-foot landscape buffer where a minimum of 15-feet is required along the north perimeter.

5. A Waiver from UDC 19.08 is hereby approved, to allow a zero-foot landscape buffer where a minimum of 5-feet is required along a portion of the west perimeter.

6. An Exception from UDC 19.08 is hereby approved, to allow mechanical equipment to remain unscreened on the rear sloped roof.

7. An Exception from UDC 19.08 is hereby approved, to allow three trees along the east perimeter where a minimum of seven are required.

8. An Exception from UDC 19.08 is hereby approved, to allow four trees along the west perimeter where a minimum of seven are required.

9. An Exception from UDC 19.08 is hereby approved, to allow no landscape in the parking lot where a minimum of three shade trees and 12 shrubs are required.

10. An Exception from UDC 19.08 is hereby approved, to allow the backing of a motor vehicle onto a public street from a parking area.

11. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 02/21/12. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

12. 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.

13. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

14. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. In accordance with code requirements of Title 13.56, remove all substandard sidewalk and alley improvements, if any, and replace with new improvements meeting Current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. The existing pan style driveway on Ballard Drive may remain.

17. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

18. An encroachment for any landscaping in the Ballard Street public right-of-way as shown on the approved Site Plan is hereby approved and staff is directed to process an encroachment application that is in conformance with this approved Site Plan after the applicant provides appropriate documentation and fees for such application. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

19. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a General Plan Amendment, Rezoning, Variance and Site Development Plan Review to convert an existing 1,754 square-foot single family dwelling into a Professional Office building at 2041 East Ballard Drive. Due to the location in an established residential neighborhood and the excessive number of deviations from code requirements needed for the project, staff recommends denial of all four applications. If denied, the property would remain a single family dwelling and no professional office uses would be permitted.

ISSUES

- This project requires a Variance for the side yard setback and residential adjacency standards. Staff does not support this request.
- A Waiver is required allow an eight-foot landscape buffer on the north perimeter where a minimum of 15-feet is required. Staff does not support this request.
- A Waiver is required allow a zero-foot landscape buffer on a portion of the west perimeter where a minimum of five-feet is required. Staff does not support this request.
- Five Exceptions are required to allow mechanical equipment to be located on a sloped roof; to allow three trees where seven are required along the east landscape buffer; to allow four trees where seven are required along the west landscape buffer; to allow no landscaping in the parking lot, where minimum requirements are required; and to allow vehicles to back out of a required parking space onto a public right-of-way. Staff does not support any of these requests.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/10/12	The Planning Commission voted to recommend DENIAL of companion items GPA-44653, ZON-44654, VAR-44656 and SDR-44655 (PC Agenda Items 15-18/yk).

Most Recent Change of Ownership	
09/29/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No related items on file for this property.

Pre-Application Meeting	
02/09/12	Staff met with the applicant and reviewed the requirements for a General Plan Amendment, Rezoning, Variance and Site Development Plan Review application submittal. The Variance is required due to the building not meeting the minimum setback requirements for the side yard.

Neighborhood Meeting	
03/20/12	A required neighborhood meeting was held by the applicant and owner. No members of the public attended; one member of staff was also present.

Field Check	
03/01/12	Staff visited the site and found a single family residence. There was a commercial truck in the driveway, but no indication that a business was being operated from the site.

Details of Application Request	
Site Area	
Net Acres	0.20

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
North	Restaurant with drive through	C (Commercial)	C-1 (Limited Commercial)
South	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Parking Lot	O (Office)	P-R (Professional Office)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant Unified Development Code 19.08.050, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	60 Feet	60 Feet	Y
Min. Setbacks			
• Front	20 Feet	25 Feet	Y
• Side	5 Feet	3 Feet	N
• Corner	15 Feet	N/A	N/A
• Rear	15 Feet	68 Feet	Y
Max. Lot Coverage	50 %	20 %	Y
Max. Building Height	2 stories/ 35 Feet	12 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	N/A	N/A
Mech. Equipment	Screened	Not Screened	N

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
Matching Setback Requirement	15 Feet	12 Feet	N
Trash Enclosure	50 Feet	N/A	Y

Pursuant to Unified Development Code 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	2 Trees	2 Trees	Y
• South	1 Tree / 20 Linear Feet	3 Trees	3 Trees	Y
• East	1 Tree / 20 Linear Feet	7 Trees	3 Trees	N
• West	1 Tree / 20 Linear Feet	7 Trees	4 Trees	N
TOTAL PERIMETER TREES		**19 Trees**	**12 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	3 Trees	0 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		8 Feet	N
• South	15 Feet		20 Feet	Y
• East	5 Feet		10 Feet	Y
• West	5 Feet		0 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other than Listed	1,754 SF	1:300 SF	6				
TOTAL SPACES REQUIRED			6		7		Y
Regular and Handicap Spaces Required			5	1	6	1	Y
Loading Spaces	1,754 SF	Less than 10,000 SF: 1 space	1		1		Y

YK

Waivers		
Requirement	***Request***	***Staff Recommendation***
To provide a 15-foot landscape buffer adjacent to right-of-way.	To allow an 8-foot landscape buffer on the north perimeter.	Denial
To provide an 8-foot landscape buffer on interior lot lines.	To allow a zero-foot landscape buffer on the west perimeter.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
No Mechanical Equipment is permitted on sloped roofs.	To allow Mechanical Equipment on a sloped roof.	Denial
To provide 7 24"-box trees along the east perimeter landscape buffer.	To provide 3 24"-box trees along the east perimeter landscape buffer.	Denial
To provide 7 24"-box trees along the west perimeter landscape buffer.	To provide 4 24"-box trees along the west perimeter landscape buffer.	Denial
To provide one shade tree for every six parking spaces and one shade tree at the end of each parking row for a total of three.	To provide no parking lot shade trees.	Denial
No backing of a motor vehicle onto a public street from a parking area is permitted.	To allow the backing of a motor vehicle onto a public street from a parking space on Ballard Drive.	Denial

ANALYSIS

The applicant is requesting to convert an existing 1,754 square-foot single family dwelling into a professional office building located at 2041 East Ballard Drive. This request requires a General Plan Amendment, Rezoning, Variance and Site Development Plan Review with two waivers and five exceptions. The General Plan Amendment (GPA-44653) would change the existing land use designation from L (Low Density Residential) to O (Office). If approved, this would allow commercial development to encroach into an established residential neighborhood. Staff does not support this request. The corresponding Rezoning (ZON-44654) request would change the property from R-1 (Single Family Residential) to P-O (Professional Office). This would increase traffic and change the overall character of the neighborhood. Staff does not support this request.

A Variance has been applied for since the existing building does not meet the minimum five-foot side yard setback on the west perimeter. Staff does not support this request since it would allow a commercial building to be located close to a residential structure when it was not designed to be used as a commercial building and there is no hardship. The applicant is not meeting the Residential Adjacency Standards for a one-story, 12-foot tall building since the minimum side yard setback of the protected property (5 feet) is not being matched by this request. This requires a variance and it is part of the variance (VAR-44656) application. Staff does not support this second variance request.

A Site Development Plan Review (SDR-44655) with two Waivers and five Exceptions accompany this project request. The first Waiver would allow an eight-foot landscape buffer where a minimum of 15 feet is required along the north perimeter. Staff does not support this request as the landscape is needed to keep the residential nature of the neighborhood intact. The second Waiver would allow a zero-foot landscape buffer where a minimum of five feet is required along a portion of the west perimeter. Staff does not support this request, since it is needed to adequately buffer the adjacent residential property from the more intense office use being proposed.

The applicant is also requesting five Exceptions to the code. The first would allow mechanical equipment to remain on the rear sloped roof of the structure. The code does not allow commercial buildings to have mechanical equipment on sloped roofs, and the proposed equipment is not screened from adjacent property views. Staff does not support this request. The second would allow three trees along the east perimeter where a minimum of seven are required. No justification has been offered for this request other than the existence of mature oleander shrubs along the landscape buffer area. The third exception is similar to the second in that the applicant proposes to install four trees along the west perimeter where a minimum of seven are required. The primary purpose of this request is due to the reduced side yard setback and an existing concrete ramp that is located in the required buffer area. The fourth exception is to allow no landscape in the parking lot where a minimum of three shade trees and 12 shrubs are required. The fifth exception would allow a motor vehicle to back out of a required parking space into a public right-of-way. Staff does not support any of these Exceptions, as they would have a negative effect on the adjacent residential property and/or be a potential hazard to the general public.

The applicant is providing adequate parking for the proposed office use; however, it is at the expense of the required landscaping. Although this property is adjacent to a commercial parking lot on the east and a restaurant on the north, it does not have any unique features that would justify the many deviations from code associated with this project. The parcel to the east is unique in that it is adjacent to a primary arterial road and a restaurant. Allowing this property to change to a more intense land use would begin to directly impact the residential integrity of the

neighborhood. This project does not conform to Objective 2.2/Policy 2.2.1 of the Las Vegas 2020 Master Plan as the applicant is requesting waivers and exceptions of landscape and buffering requirements which are intended to mitigate impacts of commercial development that is adjacent to existing residential development. For these reasons, staff is recommending denial of all four associated cases with this request. If denied, the property would remain a single family dwelling.

FINDINGS (GPA-44653)

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 intensity of the proposed General Plan Amendment is not compatible with the adjacent L (Low Density Residential) designation, and will allow uses that are too intense for the surrounding adjacent land uses.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The subject site has an existing zoning of R-1 (Single Family Residential), which is characteristic of a residential neighborhood. The zoning allowed by the O (Office) designation will not be compatible with the existing adjacent land uses and zoning.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   Access to the site is provided from Ballard Avenue, a 60-foot right-of-way, as well as a rear 20-foot alley right-of-way. The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

This project does not conform to Objective 2.2/Policy 2.2.1 of the Las Vegas 2020 Master Plan as the applicant is requesting waivers and exceptions of landscape and buffering requirements which are intended to mitigate impacts of commercial development that is adjacent to existing residential development.

FINDINGS (ZON-44654)

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 site is designated L (Low Density Residential) and requires a General Plan Amendment to O (Office) on the Southeast Sector Land Use Plan Map of the General Plan. The proposed P-O (Professional Office) Zoning designation is in conformance with the proposed General Plan designation.

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 P-O (Professional Office) zoning is not compatible with surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The current market and development in the community indicate a large vacancy of office space in the area; therefore, the need for rezoning to allow for additional office space is unnecessary.

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 proposed development of the site will be sufficiently served by existing rights-of-way adjacent to the property.

FINDINGS (VAR-44656)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing a more intense land use than for which the property was designed. An alternative would be to maintain the existing use, which 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-44655)

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 office would infringe on the established residential neighborhood and would not be compatible.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

The proposed office is not consistent with the General Plan or Title 19, which is evidenced by the accompanying General Plan and Rezoning applications. In addition the project requires two Variances, two Waivers and five Exceptions to the code.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The adjacent rights-of-way are adequate to meet the proposed office use; however, an exception is being requested to allow vehicles to back into the right-of-way, which may negatively impact residential traffic in the area.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The applicant is proposing to change the character of the existing home from a ranch style residence to a modern office building. This is not appropriate for the area.

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 modern, stucco-style façade that is proposed is not harmonious and compatible with the area's design pattern.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed office use will be subject to inspection and will therefore not compromise the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED 151 (By City Clerk)

APPROVALS 0

PROTESTS 0

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-44653** APN: 162-02-514-009

Name of Property Owner: Jose Garcia

Name of Applicant: Jose Garcia

Name of Representative: Jose Garcia / David W. Strait

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: _____ Without Prejudice UCC 1-207

Print Name: Jose Garcia Without Prejudice UCC 1-207

Subscribed and sworn before me

This 21st day of Feb, 2012

_____

Notary Public in and for said County and State

ELSA SERVIN
Notary Public, State of Nevada
Appointment No. 06-103132-1
My Appt. Expires Feb. 1, 2014

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Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: General Plan

Project Address (Location) 2041 E. Ballard Dr.

Project Name Zone Change **Proposed Use** Business Office

Assessor's Parcel #(s) 162-02-514-009 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jose Garcia **Contact** Jose Garcia

Address 4174 Heller Dr. **Phone:** 296 6821 **Fax:** _____

City Las Vegas **State** NV **Zip** 89115

E-mail Address _____

APPLICANT Jose Garcia **Contact** Jose Garcia

Address 4174 Heller Dr. **Phone:** 296-6821 **Fax:** _____

City Las Vegas **State** NV **Zip** 89115

E-mail Address _____

REPRESENTATIVE D. W. Strait Architecture **Contact** David Strait

Address 1223 Heather Oaks Way **Phone:** 239-1838 **Fax:** 642-8600

City North Las Vegas **State** NV **Zip** 89031

E-mail Address dave.dwstrait@cox.net

Property Owner Signature* _____ Without Prejudice UCC 1-207

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jose Garcia Without Prejudice UCC 1-207

Subscribed and sworn before me

This 21st day of Feb, 20 12.

_____

Notary Public in and for said County and State

ELSA SERVIN
Notary Public, State of Nevada
Appointment No. 06-103132-1
My Appt. Expires Feb. 1, 2014

FOR DEPARTMENT USE ONLY

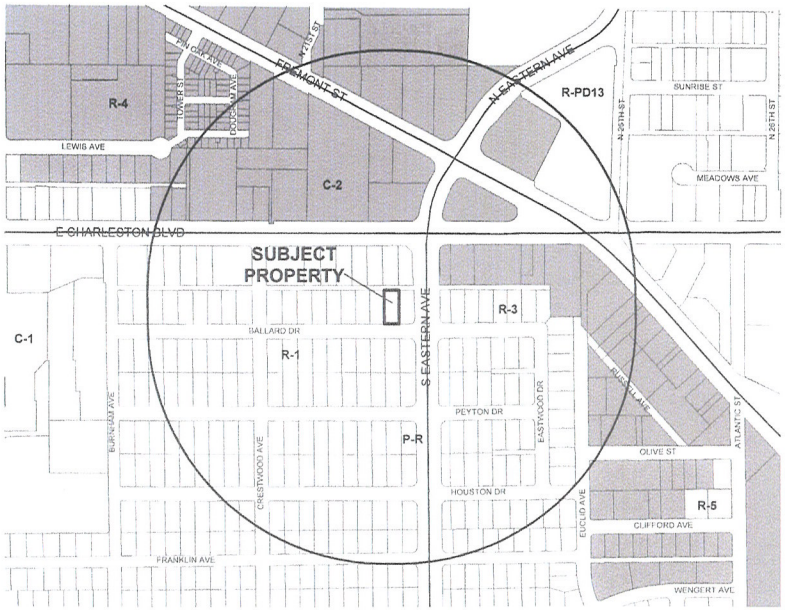
Case #	GPA-44653
Meeting Date:	4-10-12
Total Fee:	2800.00
Date Received:*	2-21-12
Received By:	JFmd

*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.

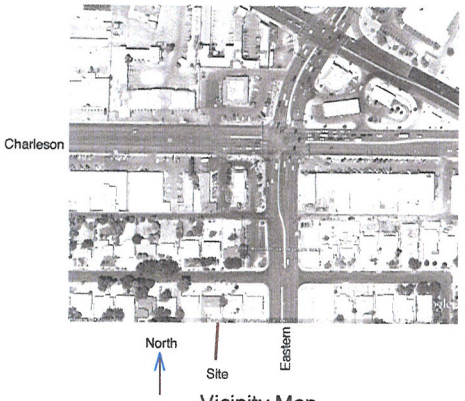
Conversion from Residence to Commercial Office

2041 E. Ballard Drive, Las Vegas, NV

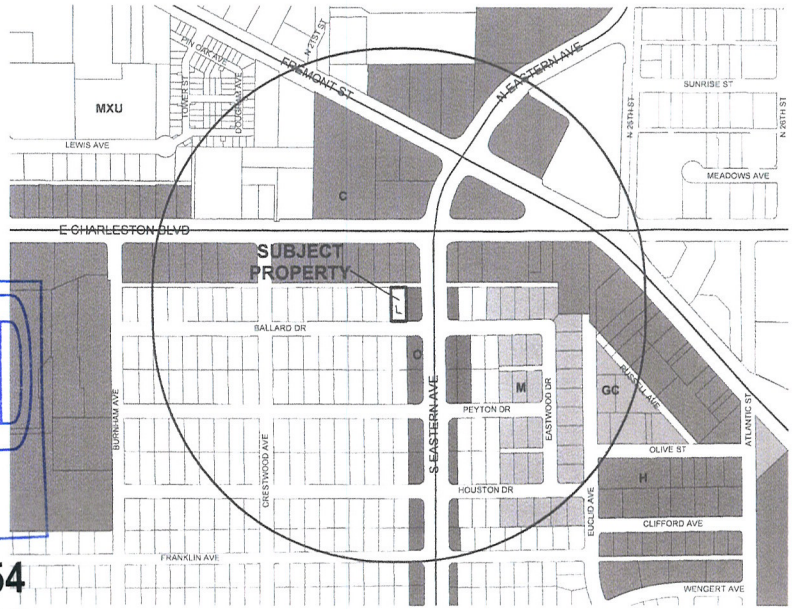
Owner: Jose Garcia - Tel: 702 296-6821



Zoning Map



Vicinity Map



Land Use Map

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GPA-44653 ZON-44654
VAR-44656 SDR-44655

D. W. Strait
Architecture & Planning
#2641
dave.dwstrait@cox.net
1223 Heather Oak Way
No. Las Vegas, NV 89031
(702) 239-1635
FAX (702) 642-8000

Residential Conversion
Rezoning R1 to O-P
APN 162-14-601-008
2041 E. Ballard Dr. Las Vegas, NV 89104

SHEET TITLE: Location Map

REV NO	DESCRIPTION	DATE	BY

DATE: 2/20/12
JOB #: 1206
SCALE:
DRAWN:
DESIGNED:
CHECKED:
SHEET V1

Planting Legend

Ground Cover Mulch

Decomposed Granite rock mulch c over weedstop fabric with scattered Ground cover of Cat's claw (Macfadyena unguis -cati), Deer Grass - Muhlenbergia Rigens, and aptenia cordifolia and with accent plants of rosemary (rosemerinus officinalies) and yellow trumpet flower, (tacoma stans var angustata) Red tipped Photinia, and various other ornamental, color displaying species. NO noxious or known allergenic pollen generating plants will be used.

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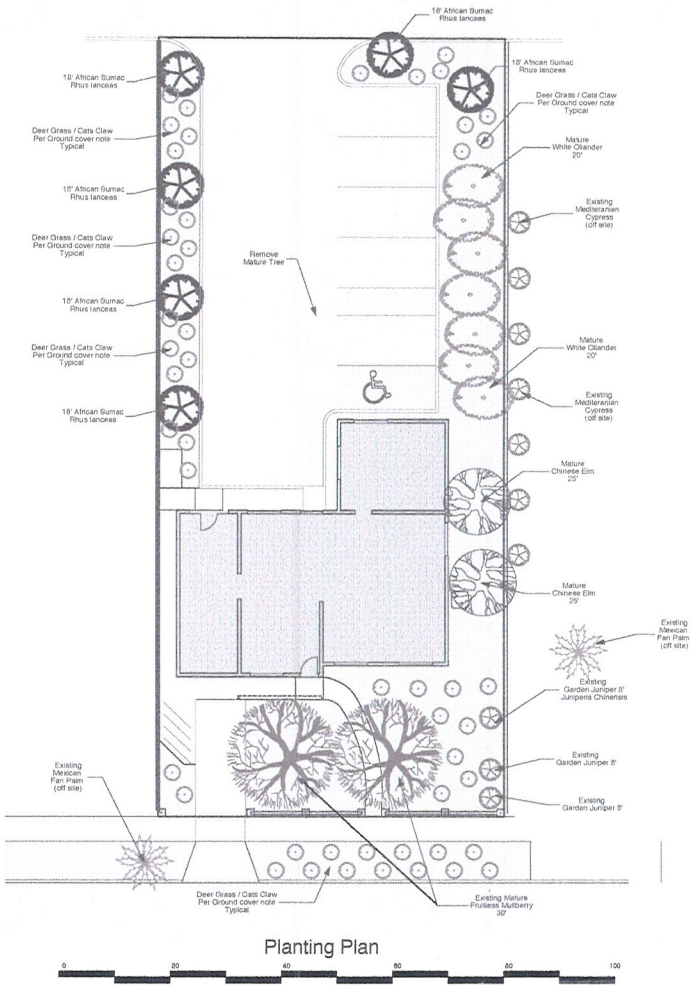

Planting Plan

0 20 40 60 80 100

Scale 1" = 10'

GPA-44653 ZON-44654
VAR-44656 SDR-44655

D. W. Strait
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FAX (702) 645-3503
1727 Heather Glen Way
No. Las Vegas, NV 89031

Residential Conversion
Rezoning R1 to O-P
APN #: 162-25-514-009
2041 E. Ballard Dr., Las Vegas, NV 89104

SHEET TITLE: Landscape Planting

REV NO	DESCRIPTION	DATE	BY

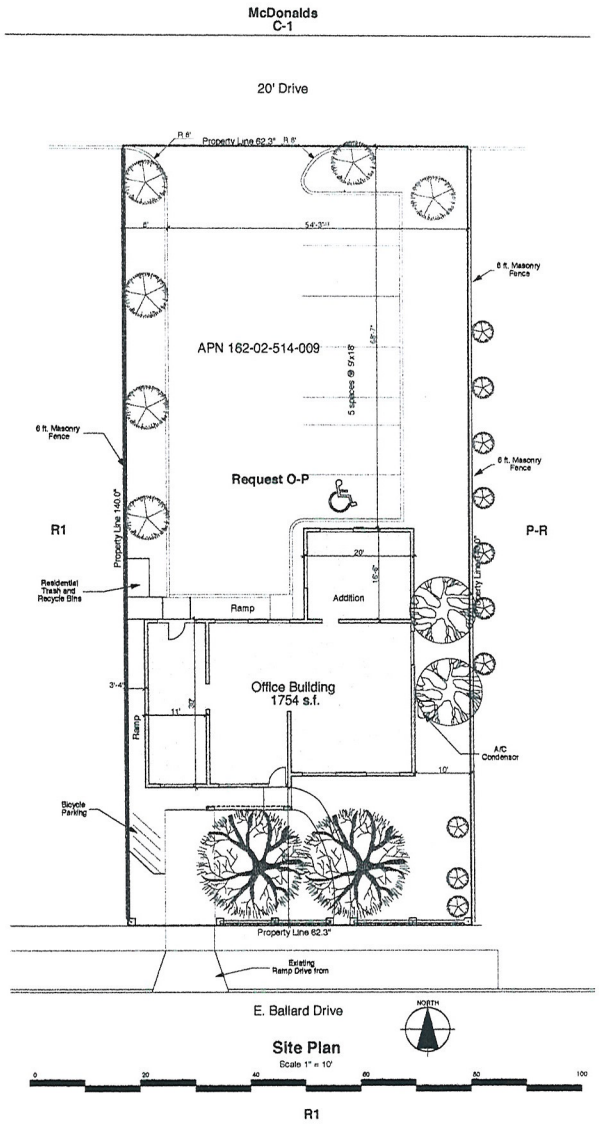
DATE: 12/21/11
JOB #: 1206
SCALE:
DRAWN:
DESIGNED:
CHECKED:
SHEET: LS1

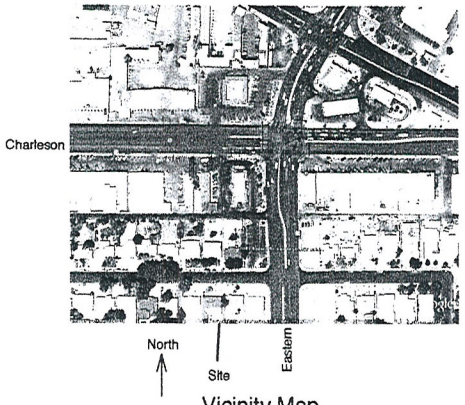
Rezoning From R1 to O-P

Conversion from Residence to Commercial Office

2041 E. Ballard Drive, Las Vegas, NV

Owner: Jose Garcia - Tel: 702 296-6821





Vicinity Map

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Contents

Drawing #	Subject
A0	Architectural Site Plan & Cover Sheet
A1	Floor Plan and Elevations
LS1	Landscape Plan

Scope

Renovate existing house to become a business office including interior remodel
Addition to accomodate accessible toilet.
build new parking lot in rear yard.
Renovate west room (formerly a garage) to meet present IBC for office use.

No Change in off-site amenities.

GPA-44653 ZON-44654
VAR-44656 SDR-44655

Area & Parking Calculations
City of Las Vegas Title 19 - Zone O-P

	Area	Parking Factor	Spaces	Phase Total
Business Office				
Offices, Halls, Totens, Storage	1754 s.f.	Existing 900 s.f./space	6	
		Total Provided Onsite =	6	
		Handicap Spaces Required	1	space
		Handicap Spaces Provided	1	spaces

Site Area
Parcel 162-02-514-009
Site Area 0.2 acre 8722 s.f.
Site coverage 20%

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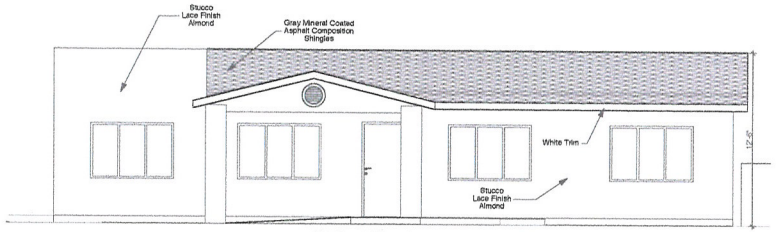
FAX (702) 647-3660

Residential Conversion
Rezoning R1 to O-P
APN 162-02-514-009
2041 E. Ballard Dr., Las Vegas, NV 89104

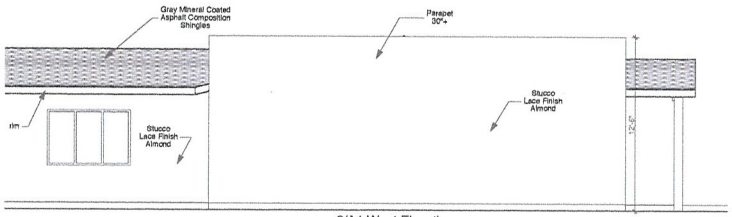
SHEET TITLE: Site Plan and Cover Page

REV NO DESCRIPTION DATE BY

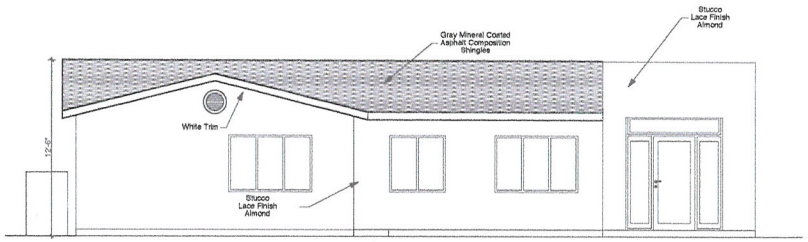
DATE: 2/20/12
JOB #: 1206
SCALE:
DRAWN:
DESIGNED:
CHECKED:
SHEET: A0



1/A1 South Elevation
Scale 1/4" = 1'



2/A1 West Elevation
Scale 1/4" = 1'



2/A1 West Elevation
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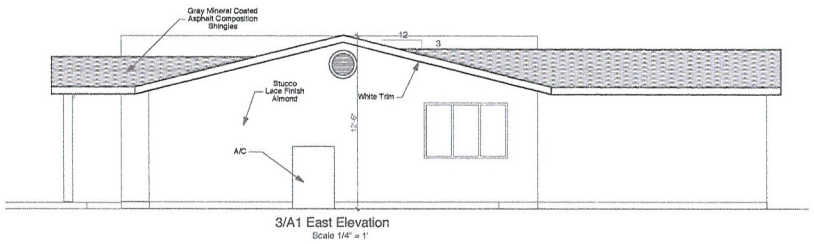
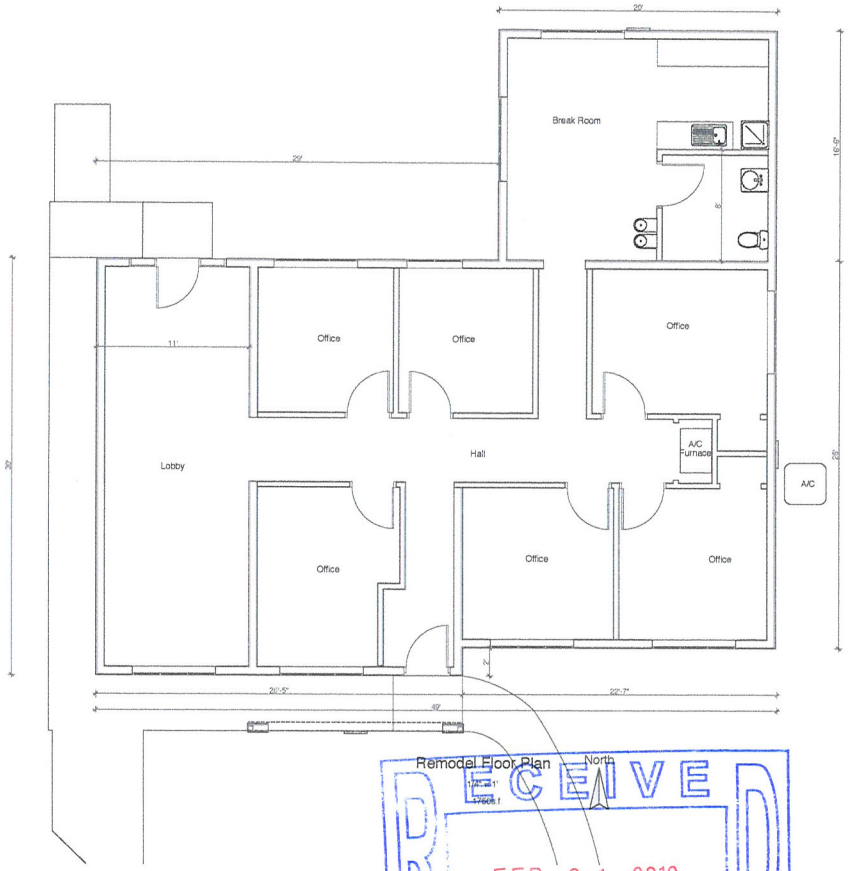


3/A1 East Elevation
Scale 1/4" = 1'



Remodel Floor Plan
North

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GPA-44653 ZON-44654
VAR-44656 SDR-44655

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No. Las Vegas, NV 89031
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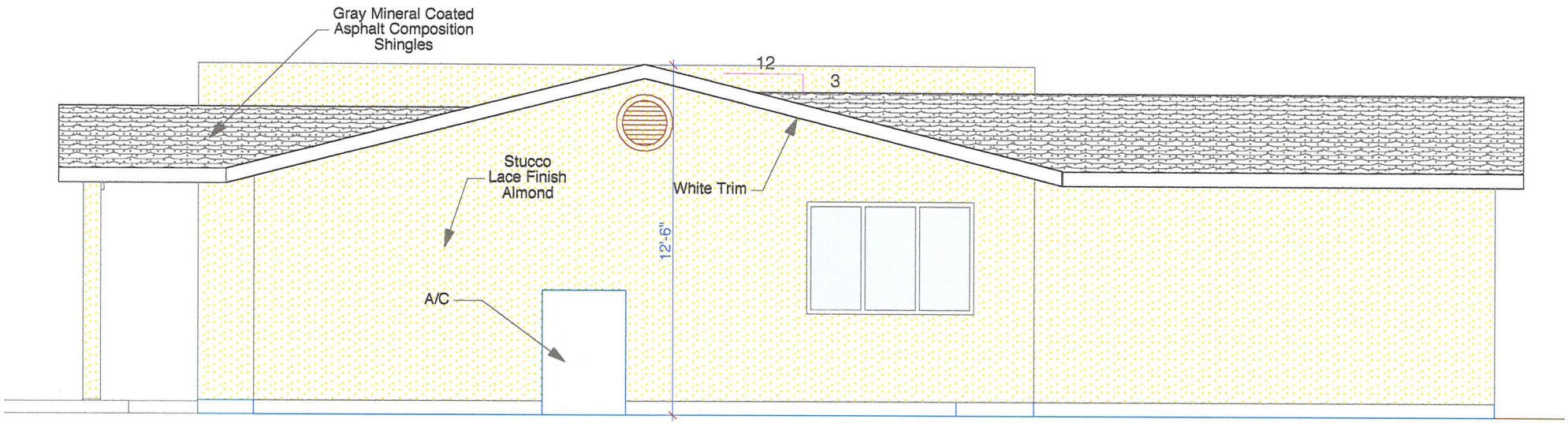
FAX (702) 642-3600

Residential Conversion
Rezoning R1 to O-P
APN: 139-32-502-005
2041 E. Ballard Dr., Las Vegas, NV 89104

SHEET TITLE: Floor Plan and Elevations

REV NO	DESCRIPTION	DATE	BY

DATE: 2/20/12
JOB #: 1205E
SCALE:
DRAWN:
DESIGNED:
CHECKED:
SHEET A1



3/A1 East Elevation

Scale 1/4" = 1'

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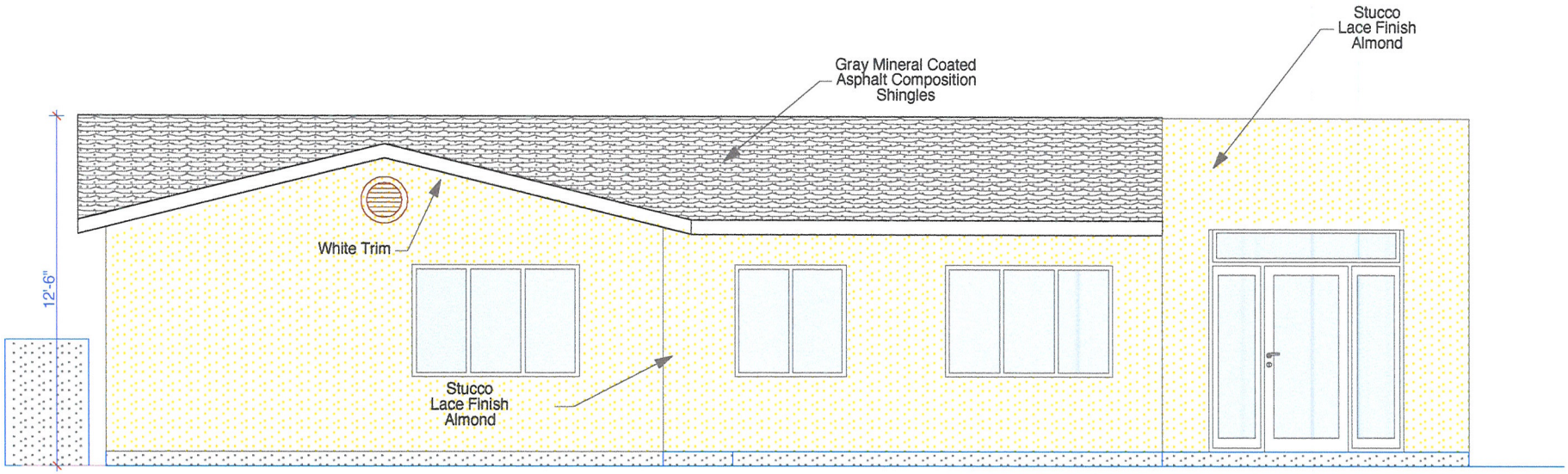
GPA-44653 ZON-44654
VAR-44656 SDR-44655



2/A1 West Elevation

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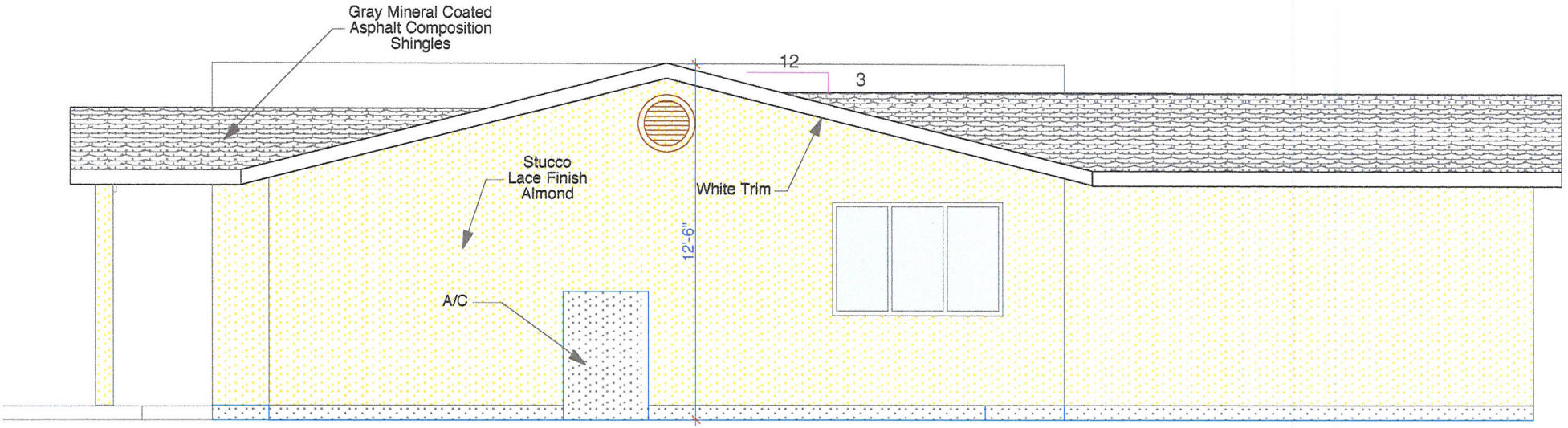
VAR-44656 SDR-44655



3/A1 East Elevation

Scale 1/4" = 1'

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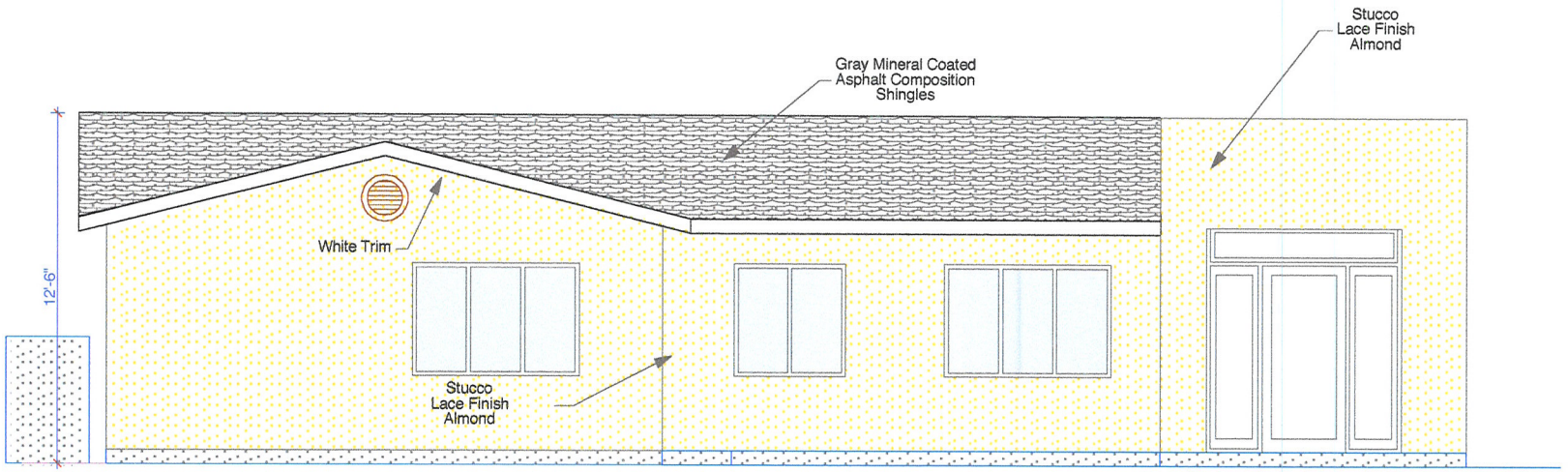
GPA-44653 ZON-44654
VAR-44656 SDR-44655



2/A1 West Elevation

Scale 1/4" = 1'

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GPA-44653 ZON-44654
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162-02-514-009
Shingles and
Stucco
White Trim

GPA-44653 ZON-44654
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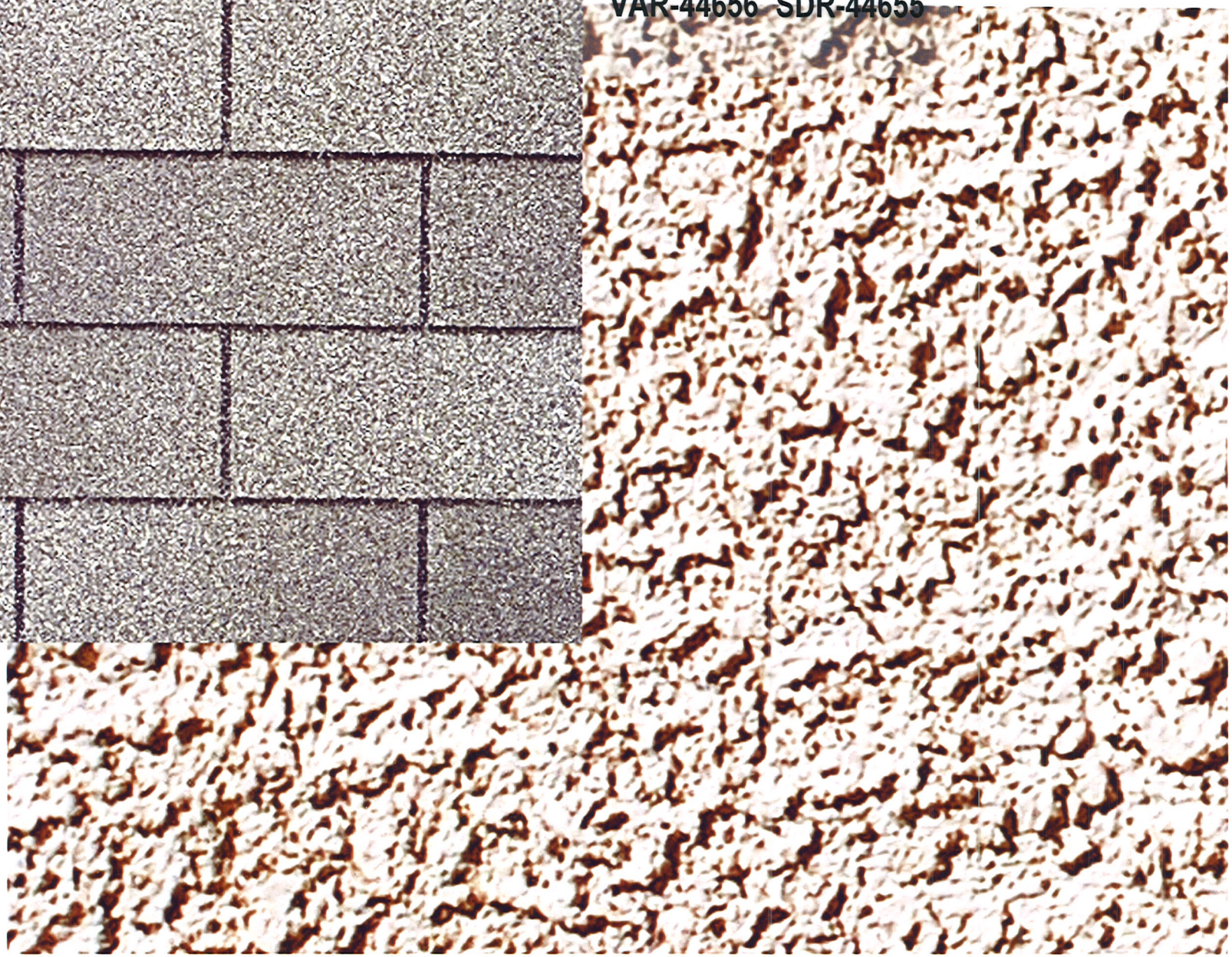

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VAR-44656 SDR-44655

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VAR-44656 SDR-44655

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GPA-44653 ZON-44654
VAR-44656 SDR-44655

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Department of Planning

GPA-44653, ZON-44654, VAR-44656 & SDR-44655 – APPLICANT/OWNER: JOSE GARCIA
2041 BALLARD DRIVE

03/01/12

GPA-44653, ZON-44654, VAR-44656 & SDR-44655 – APPLICANT/OWNER: JOSE GARCIA
2041 BALLARD DRIVE

03/01/12

GPA-44653, ZON-44654, VAR-44656 & SDR-44655 – APPLICANT/OWNER: JOSE GARCIA
2041 BALLARD DRIVE

03/01/12

D. W. STRAIT Architecture & Planning
101. W. Brooks Ave. Suite C • N. Las Vegas • Nevada 89030
Tel (702) 657-0684 • Fax (702) 657-0936 • Email: dave@dwstrait.mpowermail.com

Date: February 21, 2012

To: City of Las Vegas Planning Commission and Staff

Subject: **Jusification Letter**
Request for Site Development Design Review (SDR) and
GPA and Zone Change and Variance of and Site Development and Landscape standards
Parcel 162-02-514-009

Request
We request a design review of our proposal to convert an existing house and lot to a business office with a zone change from R-1 to O-P. We propose to rebuild a portion of the structure so as to comply with IBC criteria and accessibility requirements.

Variances
1. Accept Proposed landscaping in lieu of development standards for parking lots and buffering.

2. Accept existing side yard and front yard setbacks in lieu of district O-P standard minimum yards.

3. Accept proposed configuration for onsite amenities which may not completely conform with current standards with respect to drives, entrances, and interface to public rights of way.

Justification
Conversion of this property to business office use is consistent with the city's policy of transitioning with low intensity commercial zones abutting residential zones. This parcel sitting between the commercial parking lot and the neighboring house to the west is a suitable use that limits activity and traffic to a level compatible with the residential occupancy next door. A maximum number of twelve occupants and five vehicles will not overflow or burden the residential neighborhood.

The building's proposed use as the business office for an established Spanish language local newspaper will operate during normal daytime business hours, and will not create noise, crowds, or any other distraction that would pose a hardship on the residential neighbors to the west and south, or to the commercial businesses to the north and east.

Variances are needed because the existing house structure cannot be moved to meet the side yard standards. Mature trees on the site exceed the standard in number, but do not comply with parking lot planting standards. We submit that living vegetation with ground cover enhancements will sufficiently overbalance those development standards that are not met.

The north parking lot is accessed from a twenty foot drive. Our front drive accommodates one which we propose to be accepted as one of the required onsite parking spaces as-is, and we submit that existing access is sufficient to bear this traffic.

Green Building
Because this project consists of refurbishing a 60 year old building, green building technology is limited to the newly added materials and systems. We propose no construction that is harmful to the environment in either use or manufacture. The building will meet current energy codes.

Bicycle Parking
We can easily include parking space for bicycles within on our site.

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GPA-44653 ZON-44654
VAR-44656 SDR-44655

Justification Letter - Planning Action
Parcel 162-02-514-009

Connectivity
This is a stand-alone site with no ties of dependency on other parcels.

Pedestrian Access
This is not intended as an urban village project, however it may be accessed easily by pedestrians who may live nearby or by those arriving by public transit or from nearby businesses.

Urban forest initiative
Our proposed density of trees and planting exceeds normal standards for the area.

Sustainable Construction
We are not attempting to apply state of the art sustainable principles to this project.

Electric Vehicle Charging
We have not provided any vehicle charging at this time.

Summary,
The building and site are presently not habitable as a residence, and not attractive to home buyers. It will serve well as an office at the edge of a residential neighborhood, and our proposed use as a daytime business office provides a far better neighbor to the local residences than a derelict or vacant lot would.
We are willing to make the investment required to convert this to a modern officeconsistent with the residential style of the neighborhood.

Submitted on behalf of the property owner,

D.W. Strait
Architect 2841

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Department of Planning

GPA-44653 ZON-44654
VAR-44656 SDR-44655

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

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

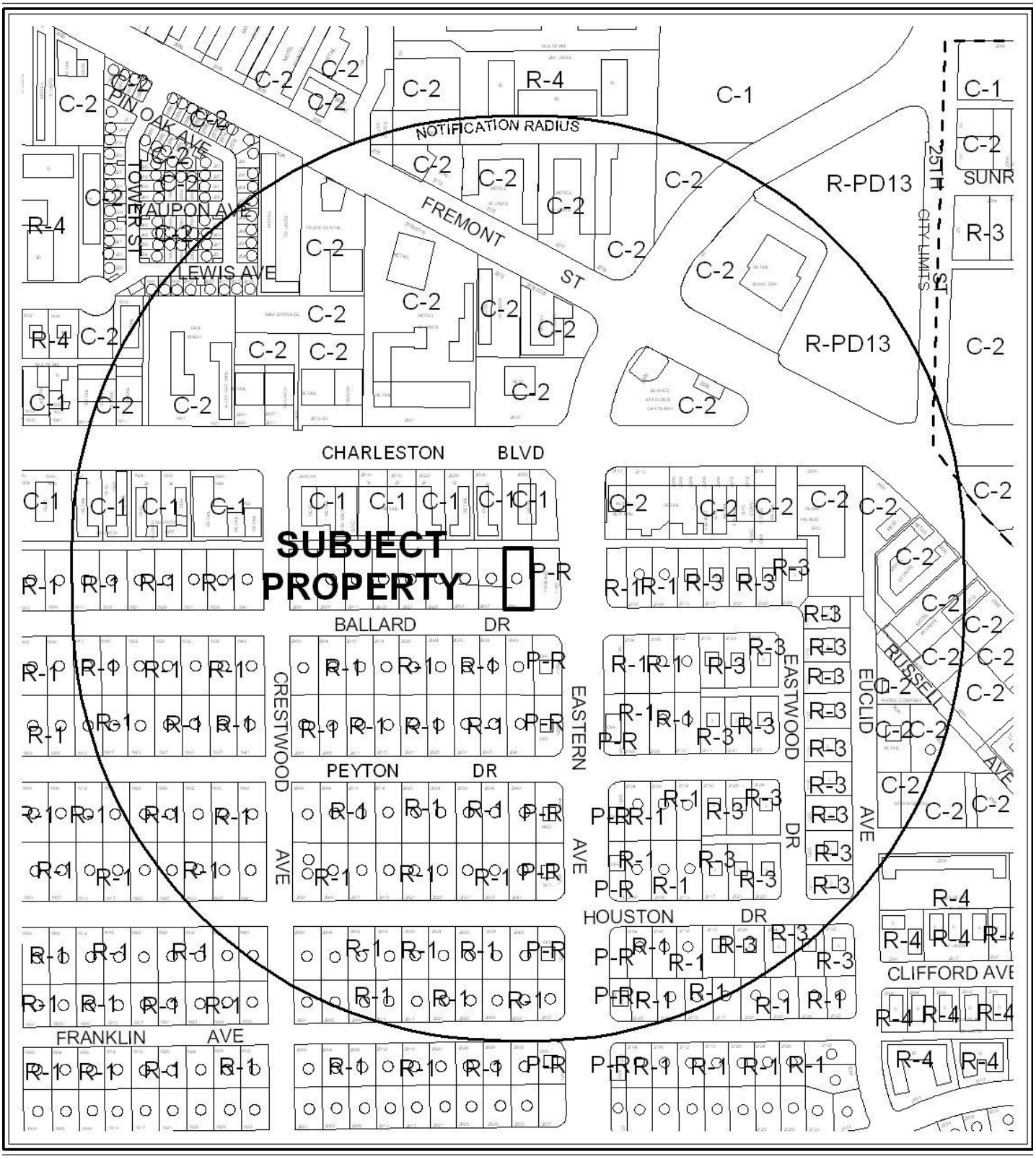
SUBJECT:
ZON-44654 - REZONING RELATED TO GPA-44653 - PUBLIC HEARING - APPLICANT/OWNER: JOSE GARCIA - For possible action on a request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-O (PROFESSIONAL OFFICE) on 0.20 acres at 2041 Ballard Drive (APN 162-02-514-009), Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend DENIAL. **NOTE: THIS ITEM WILL BE STRICKEN AND REHEARD BY PLANNING COMMISSION**

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 (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps – ZON-44654, VAR-44656 and SDR-44655
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.



0 300 600 Feet

CASE: **ZON-44654, VAR-44656 & SDR-44655**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: P-O (PROFESSIONAL OFFICE)

N

0 300 600 Feet

CASE: **ZON-44654, VAR-44656 & SDR-44655**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: P-O (PROFESSIONAL OFFICE)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-44654** APN: 162-02-514-009

Name of Property Owner: Jose Garcia

Name of Applicant: Jose Garcia

Name of Representative: Jose Garcia / David W. Strait

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: _____
without Prejudice UCC 1-207

Print Name: Jose Garcia
without Prejudice UCC 1-207

Subscribed and sworn before me

This 22nd day of Feb, 2012.

_____
Notary Public in and for said County and State

ELSA SERVIN
Notary Public, State of Nevada
Appointment No. 06-103132-1
My Appt. Expires Feb. 1, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 2041 E. Ballard Dr.

Project Name Zone Change **Proposed Use** Business Office

Assessor's Parcel #(s) 162-02-514-009 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jose Garcia **Contact** Jose Garcia

Address 4174 Heller Dr. **Phone:** 296 6821 **Fax:** _____

City Las Vegas NV **State** NV **Zip** 89115

E-mail Address _____

APPLICANT Jose Garcia **Contact** Jose Garcia

Address 4174 Heller Dr. **Phone:** 296-6821 **Fax:** _____

City Las Vegas / **State** NV **Zip** 89115

E-mail Address _____

REPRESENTATIVE D. W. Strait Architecture **Contact** David Strait

Address 1223 Heather Oaks Way **Phone:** 239-1838 **Fax:** 642-8600

City North Las Vegas **State** NV **Zip** 89031

E-mail Address dave.dwstrait@cox.net

Property Owner Signature* _____ Without Prejudice UCC 1-207

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jose Garcia Without Prejudice UCC 1-207

Subscribed and sworn before me

This 21st day of Feb, 20 12.

_____

Notary Public in and for said County and State

ELSA SERVIN
Notary Public, State of Nevada
Appointment No. 06-103132-1
My Appt. Expires Feb. 1, 2014

FOR DEPARTMENT USE ONLY

Case #	ZON-44654
Meeting Date:	4-10-12
Total Fee:	1200.00
Date Received:*	2-21-12
Received By:	JFmill

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
VAR-44656 - VARIANCE RELATED TO GPA-44653 AND ZON-44654 - PUBLIC HEARING - APPLICANT/OWNER: JOSE GARCIA - For possible action on a request for a Variance TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED AND TO ALLOW A THREE-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY REQUIRES FIVE FEET ALONG THE WEST PROPERTY LINE on 0.20 acres at 2041 Ballard Drive (APN 162-02-514-009), Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend DENIAL. N**OTE: THIS ITEM WILL BE STRICKEN AND REHEARD BY PLANNING COMMISSION**

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 (6-0 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-44656** APN: 162-02-514-009

Name of Property Owner: Jose Garcia

Name of Applicant: Jose Garcia

Name of Representative: Jose Garcia / David W. Strait

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: _____ without Prejudice UCC 1-207

Print Name: Jose Garcia Without Prejudice UCC 1-207

Subscribed and sworn before me

This 22nd day of Feb, 2012

_____

Notary Public in and for said County and State

ELSA SERVIN
Notary Public, State of Nevada
Appointment No. 06-103132-1
My Appt. Expires Feb. 1, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 2041 E. Ballard Dr.

Project Name Zone Change **Proposed Use** Business Office

Assessor's Parcel #(s) 162-02-514-009 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jose Garcia **Contact** Jose Garcia

Address 4174 Heller Dr. **Phone:** 296-6821 **Fax:** _____

City Las Vegas NV **State** NV **Zip** 89115

E-mail Address _____

APPLICANT Jose Garcia **Contact** Jose Garcia

Address same as above **Phone:** 296-6821 **Fax:** _____

City Las Vegas **State** NV **Zip** 89115

E-mail Address _____

REPRESENTATIVE D. W. Strait Architecture **Contact** David Strait

Address 1223 Heather Oaks Way **Phone:** 239-1838 **Fax:** 642-8600

City North Las Vegas **State** NV **Zip** 89031

E-mail Address dave.dwstrait@cox.net

Property Owner Signature* [signature] Without Prejudice UCC 1-207

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jose Garcia Without Prejudice UCC 1-207

Subscribed and sworn before me

This 21st day of Feb, 20 12.

[signature]

Notary Public in and for said County and State

ELSA SERVIN
Notary Public, State of Nevada
Appointment No. 06-103132-1
My Appt. Expires Feb. 1, 2014

FOR DEPARTMENT USE ONLY

Case #	VAR-44656
Meeting Date:	4-10-12
Total Fee:	830.00
Date Received:*	2-21-12
Received By:	JFmil

*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.

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
SDR-44655 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-44653, ZON-44654 AND VAR-44656 - PUBLIC HEARING - APPLICANT/OWNER: JOSE GARCIA - For possible action on a request for a Site Development Plan Review FOR THE CONVERSION OF A SINGLE FAMILY RESIDENCE INTO A 1,750 SQUARE-FOOT OFFICE BUILDING WITH A WAIVER TO ALLOW A PERIMETER LANDSCAPE BUFFER WIDTH OF ZERO FEET ALONG A PORTION OF THE WEST PERIMETER WHERE FIVE FEET IS REQUIRED AND TO ALLOW EIGHT FEET ON THE NORTH PERIMETER WHERE 15 FEET IS REQUIRED AND A CORRESPONDING REQUEST FOR ENCROACHMENT INTO THE BALLARD DRIVE PUBLIC RIGHT OF WAY on 0.20 acres at 2041 Ballard Drive (APN 162-02-514-009), Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend DENIAL. **NOTE: THIS ITEM WILL BE STRICKEN AND REHEARD BY PLANNING COMMISSION**

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 (6-0 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: **SDR-44655** APN: 162-02-514-009

Name of Property Owner: Jose Garcia

Name of Applicant: Jose Garcia

Name of Representative: Jose Garcia / David W. Strait

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: _____
Without Prejudice UCC 1-207

Print Name: Jose Garcia
Without Prejudice UCC 1-207

Subscribed and sworn before me

This 22nd day of Feb, 20 12

_____
Notary Public in and for said County and State

ELSA SERVIN
Notary Public, State of Nevada
Appointment No. 06-103132-1
My Appt. Expires Feb. 1, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Developmat Plan Review

Project Address (Location) 2041 E. Ballard Dr.

Project Name Zone Change **Proposed Use** Business Office

Assessor's Parcel #(s) 162-02-514-009 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jose Garcia **Contact** Jose Garcia

Address 4174 Heller Dr **Phone:** 296 6821 **Fax:** _____

City Las Vegas **State** NV **Zip** 89115

E-mail Address _____

APPLICANT Jose Garcia **Contact** Jose Garcia

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City Las Vegas **State** NV **Zip** 89115

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REPRESENTATIVE D. W. Strait Architecture **Contact** David Strait

Address 1223 Heather Oaks Way **Phone:** 239-1838 **Fax:** 642-8600

City North Las Vegas **State** NV **Zip** 89031

E-mail Address dave.dwstrait@cox.net

Property Owner Signature* _____ without Prejudice UCC 1-207

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jose Garcia without Prejudice UCC 1-207

Subscribed and sworn before me

This 21st day of Feb, 20 12.

_____

Notary Public in and for said County and State

ELSA SERVIN
Notary Public, State of Nevada
Appointment No. 06-103132-1
My Appt. Expires Feb. 1, 2014

FOR DEPARTMENT USE ONLY

Case #	SDR-44655
Meeting Date:	4-10-12
Total Fee:	1030.00
Date Received:*	2-21-12
Received By:	JFruit

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

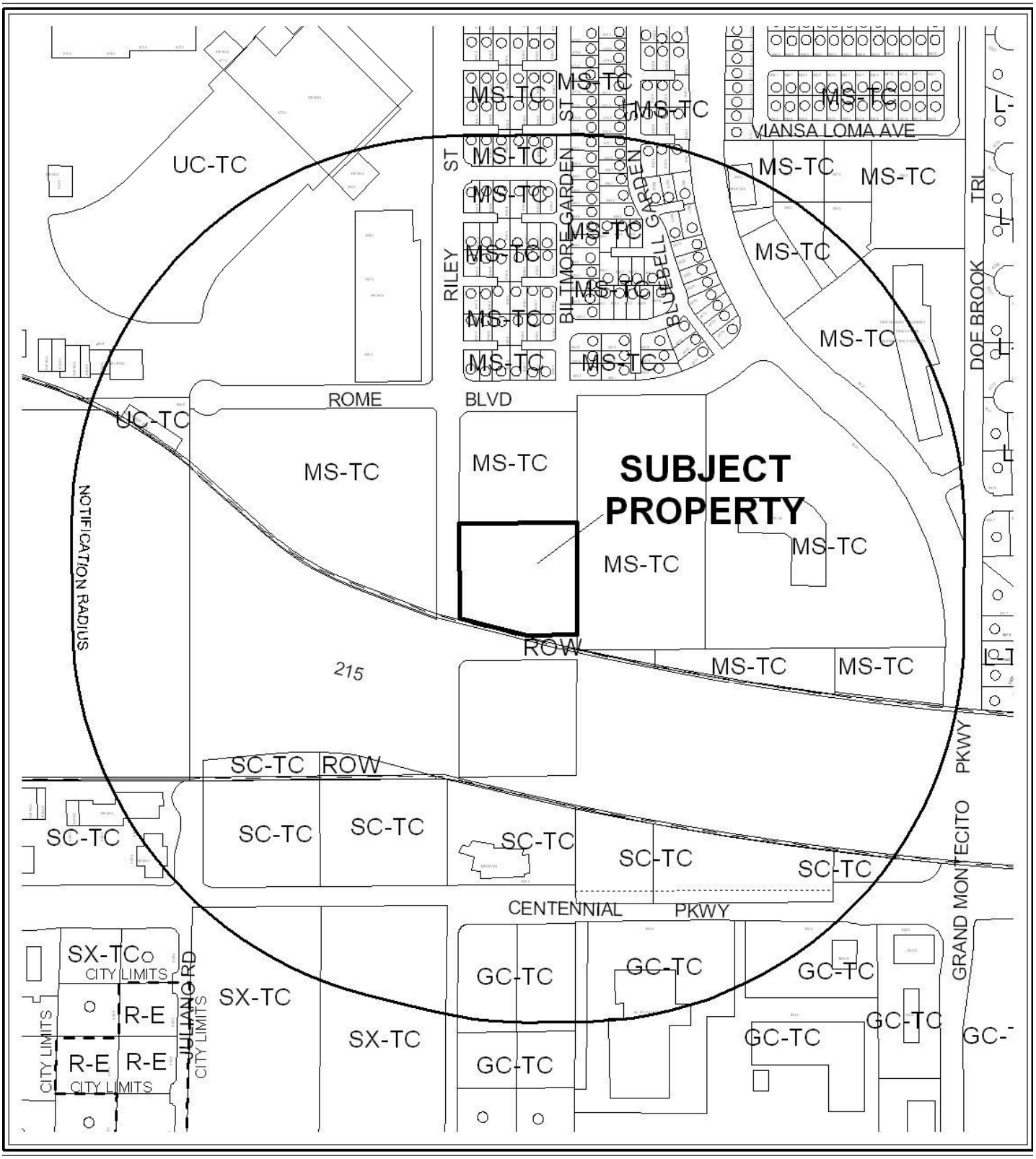
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
MOD-44703 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT: GIZA DEVELOPMENT - OWNER: ROHANI-NAJMI TRUST - For possible action on a request for a Major Modification of the Montecito Town Center Development Agreement TO ADD 1.99 ACRES TO THE OVERALL PLAN UNDER THE MIXED USE COMMERCIAL SPECIAL LAND USE DESIGNATION at the northeast corner of Riley Street and Clark County 215 (APN 125-20-803-002), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (6-0 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 (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - MOD-44703, SUP-44701 and SDR-44700
2. Conditions and Staff Report - MOD-44703, SUP-44701 and SDR-44700
3. Supporting Documentation
4. Photos - MOD-44703, SUP-44701 and SDR-44700
5. Montecito Town Center Development Agreement Status Report
6. Justification Letter - MOD-44703, SUP-44701 and SDR-44700

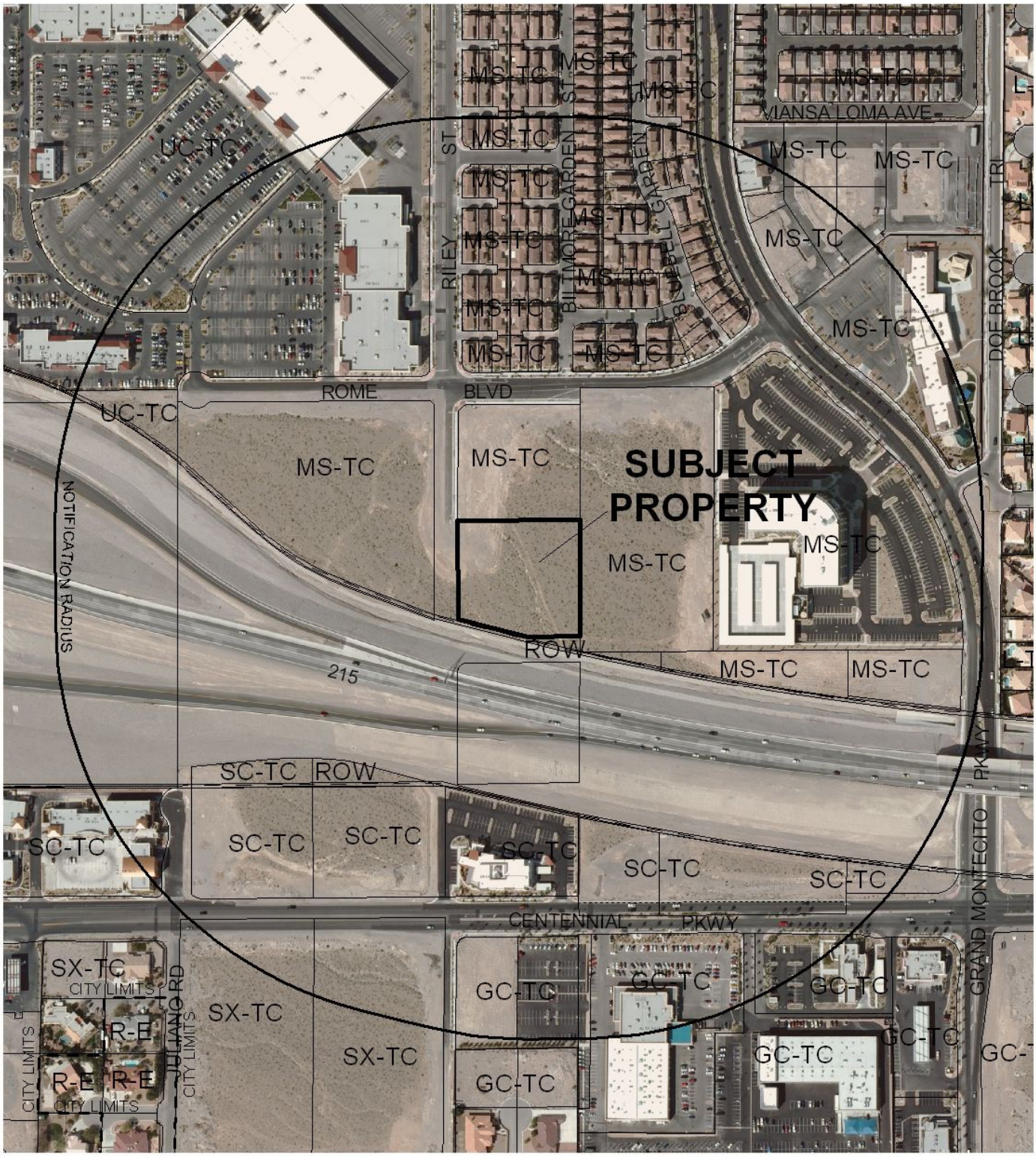


CASE: **MOD-44703**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

[MS-TC (MAIN STREET MIXED USE) SPECIAL LAND USE DESIGNATION]



0 300 600 Feet

CASE: **MOD-44703**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

[MS-TC (MAIN STREET MIXED USE) SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: GIZA DEVELOPMENT - OWNER: DELAWARE 118, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
MOD-44703	Staff recommends APPROVAL.	
SUP-44701	Staff recommends DENIAL, if approved subject to conditions:	MOD-44703
SDR-44700	Staff recommends DENIAL, if approved subject to conditions:	MOD-44703 SUP-44701

** CONDITIONS **

SUP-44701 CONDITIONS

Planning

1. Approval of a Major Modification (MOD-44703) and approval and conformance to the conditions of approval for Site Development Plan Review (SDR-44700) shall be required.

2. Conformance to the approved conditions for Rezoning (Z-0076-98).

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.

SDR-44700 CONDITIONS

Planning

1. Conformance to all requirements of the Montecito Town Center Land Use and Design Standards Section 5.2.7 for mechanical equipment screening.

2. No deliveries shall occur from Riley Street.

3. Approval of a Major Modification (MOD-44703) and approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-44701) shall be required, if approved.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All development shall be in conformance with the site plan date stamped 04/09/12, landscape plan date stamped 03/15/12, and building elevations date stamped 02/23/12, except as amended by conditions herein.

6. A Waiver from Town Center Development Standards Manual Section C.1.C is hereby approved, to allow none of the building to be built to the front setback line where 80 percent is required and to allow a zero-foot corner side setback where 15 feet is required.

7. All trash enclosures shall contain solid walls, opaque doors and a trellis or roof in conformance to Montecito Town Center Land Use and Design Standards.

8. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 03/15/12. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

9. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

10. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

11. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

12. A revised site plan shall be submitted to and approved by the Department of Planning Department, prior to or at the time application is made for a building permit, to show the following:
    a. Indicate an accessible route from the building entrance to the public right-of-way.
    b. Indicate special paving at the pick-up and drop-off area in accordance with Montecito Town Center Land Use and Design Standards.

13. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:

    a. Provide additional 24-inch box trees within the five-foot perimeter landscape buffer areas along the west and east property lines to meet the ratio of one tree per 30 linear feet required by the Montecito Town Center Land Use and Design Standards.
    b. Street trees shall be 36-inch box size and located within four-foot square grates as required by the Town Center Development Standards.
    c. Plant species shall be listed and depicted on the plan exactly as they will be planted on the site.

14. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Dedicate the east half of the required right-of-way in order to terminate Riley Street in a cul-de-sac as required by the Department of Public Works.

17. In accordance with code requirements of Title 13.16 and 13.56, remove all substandard improvements and replace with new improvements meeting Town Center Development Standards concurrent with development of this site. Additionally, per the requirements of Title 19.03.130.A, construct all incomplete half-street improvements on Riley Street adjacent to this site, including the cul-de-sac terminus as shown on the approved site plan, per Town Center Development Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with the development of this site.

18. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

19. 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.

20. An encroachment for any landscaping in the Rome Boulevard, Riley Street, and Darling Road public rights-of-way as shown on the approved Site Plan is hereby approved and staff is directed to process an encroachment application that is in conformance with this approved Site Plan after the applicant provides appropriate documentation and fees for such application. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement. Coordinate with the Land Development Section in the Department of Building and Safety (229-6371) to determine how existing encroachments will affect this Encroachment application.

21. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the use of the existing facilities.

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 or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

A 70,539 square-foot Congregate Care Facility within the Montecito Town Center development is proposed at the southeast corner of Rome Boulevard and Riley Street. Approximately two acres of the site is not located within the boundaries determined by the Montecito Town Center Development Agreement; therefore, it is proposed to be added as part of this request. A Congregate Care Facility provides living quarters and personal care services to senior citizens for daily living needs. This particular facility would provide 34 living units and accompanying services and would also house 60 beds for convalescent care. Access to the site would be from Rome Boulevard and from a private drive intersecting with the proposed cul-de-sac terminus of Riley Street. Two internal courtyards and an employee patio area are provided within the building perimeter. A mechanical area screened from Riley Street is proposed to the west of the building. Staff recommends approval of the Major Modification of the Development Agreement to add the two-acre parcel and denial of the requested Special Use Permit and Site Development Plan Review, as the building and site design are not in conformance with Town Center and Montecito standards. If denied, the site will remain as it is.

ISSUES

- A Major Modification of the Montecito Town Center Development Agreement is required to add approximately two acres to the overall plan (APN 125-20-803-002), to be designated "Mixed Use Commercial."
- A Congregate Care Facility is a permitted use in Montecito Town Center with approval of a Special Use Permit. The equivalent use in the Town Center Master Plan is "Convalescent Care Facility/Nursing Home" for purposes of use and developmental standards. The equivalent term in Title 19 is "Assisted Living Apartments," although listed separately from "Convalescent Care Facility/Nursing Home" by definition.
- A Waiver of the Town Center Development Standards Manual is requested to allow none of the building to be built to the front (Rome Boulevard) setback line where a minimum of 80 percent of the building is required to be built to the setback line. The front setback line in the MS-TC (Main Street Mixed Use) District is zero feet. Staff recommends denial of the request.
- An additional Waiver of the Town Center Development Standards Manual is also requested to allow a zero-foot corner side yard setback along Riley Street where the MS-TC (Main Street Mixed Use) land use designation for commercial properties requires 15 feet. Staff recommends denial of the request.

- The site plan was revised 04/09/12 to show a screened mechanical area in lieu of an unscreened service area; therefore, a waiver from the Montecito Town Center Development Standards to allow a service area to be located along Riley Street without screening where screening and orientation away from public view is required is no longer necessary.
- If the Site Development Plan Review is approved, remapping is required prior to the issuance of permits to combine lots comprising the subject site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/03/96	The City Council approved the Annexation (A-0002-96) of 115.72 acres generally located south of Deer Springs Way between El Capitan Way and Durango Drive, including the subject properties. The annexation became effective 07/12/96.
12/07/98	The City Council approved a Rezoning (Z-0076-98) to T-C (Town Center) of a 1,468-acre portion of the Northwest, including the subject site. The Planning Commission and staff recommended approval.
11/07/01	The City Council approved the Town Center Development Standards Manual, which designated the subject site as MS-TC (Main Street Mixed Use - Town Center).
03/06/02	The City Council approved a Development Agreement (DA-0002-01) between the City of Las Vegas and Montecito Town Center, LLC to establish standards for a 172.5-acre area within the Centennial Hills Town Center area known as Montecito Town Center. The Planning Commission and staff recommended approval.
12/19/02	The Planning Commission approved a Tentative Map (TMP-1248) for a two-lot commercial subdivision on 32.50 acres adjacent to the west side of the Durango Drive alignment, south of the Bath Avenue alignment. Staff recommended approval.
07/16/03	The City Council approved a Major Modification (MOD-2315) to the Montecito Town Center Development Agreement to add 10 acres to the overall plan at the southwest corner of Deer Springs Way and Riley Street and to change Section 4.1 to increase square footages and residential units accordingly. The Planning Commission and staff recommended approval.
10/15/03	A Final Map (FMP-2808) for a four-lot commercial subdivision (Montecito Town Center South) was recorded.

04/07/04	The City Council approved a Major Modification (MOD-3735) to the Montecito Town Center Development Agreement to add 10 acres to the plan at the southeast corner of Deer Springs Way and Grand Montecito Parkway. Also approved were a Special Use Permit (SUP-3503) for a gated subdivision with private streets and a Site Development Plan Review (SDR-3505) for a proposed 96-lot single-family residential development on the 10-acre site. The Planning Commission recommended approval of all items. Staff recommended denial of all items.
	The City Council approved a Major Modification (MOD-3763) to the Montecito Town Center Development Agreement to add five acres to the overall plan under the Mixed Use Commercial special land use designation and to modify Section 4.1 to increase commercial square footages and the number of residential units accordingly. The Planning Commission and staff recommended approval.
07/12/06	The City Council approved a Major Modification (MOD-11449) to the Town Center Development Plan to change the land use designation from GC-TC (General Commercial – Town Center) to UC-TC (Urban Center Mixed Use – Town Center) on 24.91 acres at the northeast corner of Deer Springs Way and Grand Montecito Parkway. The City Council approved a related Site Development Plan Review (SDR-10126) for a proposed 1.575 million square foot regional mall with 900 residential units and waivers of Main Transition Zone, Town Center Core and Town Center Urban Zone building height, stepback and build-to line requirements on this property. A separate development agreement for the regional mall development was required by condition of approval of MOD-11449.
04/10/12	The Planning Commission voted (6-0) to recommend APPROVAL of companion items MOD-44703, SUP-44701 and SDR-44700 (PC Agenda Items 23-25/ss).

Most Recent Change of Ownership	
07/05/00	A deed was recorded for a change in ownership on APN 125-20-803-002.
06/30/08	A deed was recorded for a change in ownership on APN 125-20-810-001.

Related Building Permits/Business Licenses
No building permits or business licenses have been issued for this site.

Pre-Application Meeting	
01/19/12	A pre-application meeting was held with the applicant to discuss submittal requirements for Site Development Plan Review and Special Use Permit applications. The following key points were discussed: • A Major Modification of the Montecito Town Center Development Agreement would be required if the parcel to the south were added to the development. • A Vacation of Riley Street and Darling Road would be needed to allow for a private street to serve the development from the west side of the property and for additional buffer area from CC 215. • Rome Boulevard is not classified as a Town Center Collector Street; however, it is classified as a Town Center Collector Trail. The trail path and the amenity zone area have been constructed by others. • The equivalent uses in Town Center and Title 19 are "Assisted Living Apartment" and "Convalescent Care Facility/Nursing Home." • The property is located within the Town Center Core, which contains different height and setback standards than those for other properties in the MS-TC District. • The Master Developer will have to show that the project will conform to the overall 12% open space requirement and 0.33 FAR for Montecito Town Center. • Provide an outdoor employee patio area as required by the Montecito Town Center Standards. • If the parcel to the south is added, the site must be remapped to avoid building over lot lines.

Neighborhood Meeting	
03/22/12	A neighborhood meeting was held at the Centennial Hills Library, 6711 North Buffalo Drive at 5:30 p.m. There were two members of the public, three persons representing the applicant and three staff members in attendance. The developer gave a short presentation about the related development. The citizens in attendance were favorable toward the project. One asked about parking, but had no specific concerns. Other attendees had the following concerns: • What type of care would be offered? Would dialysis treatments be available? • Lack of screening of delivery area • What would delivery hours be, and what types of things would be delivered?

Field Check	
03/01/12	During a field check of the site, the following observations were made: • The interior of the subject site is undeveloped. • A portion of the east side of Riley Street has been constructed adjacent to the site. • A seven-foot sidewalk has been constructed adjacent to Rome Boulevard and a five-foot sidewalk has been constructed adjacent to Riley Street. • The site contains weeds, trash and debris.

Details of Application Request	
Site Area	
Net Acres	3.98

Surrounding Property	***Existing Land Use Per Town Center***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	MS-TC (Main Street Mixed Use – Town Center)	T-C (Town Center)
North	Medium-Low Residential Density Attached	MS-TC (Main Street Mixed Use – Town Center)	T-C (Town Center)
South	CC 215	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Undeveloped	MS-TC (Main Street Mixed Use – Town Center)	U (Undeveloped)
West	Undeveloped	MS-TC (Main Street Mixed Use – Town Center) UC-TC (Urban Center Mixed Use – Town Center)	T-C (Town Center)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		N
Montecito Town Center	X		N

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to the Town Center Development Standards Manual , the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	173,799 SF	N/A
Min. Lot Width	N/A	304 Feet	N/A
Min. Setbacks:			
• Front (Rome Blvd.)	80% of building at front setback (0')	0% at zero feet	N
• Side	10 Feet	79 Feet	Y
• Corner Side (Riley St.)	15 Feet	0 Feet	N
• Rear	20 Feet	85 Feet	Y
Max. Lot Coverage	N/A	41 %	N/A
Max. Building Height	5 Stories	One story/26 Feet	Y
Trash Enclosure	Screened, w/ a Roof or Trellis compatible with development; opaque doors	Elevation not indicated	By condition
Mech. Equipment	Screened	Parapet screened	Y

The subject site is not required to conform to Title 19.08.040 Residential Adjacency standards, as the adjacent residential site is not zoned R-E (Residence Estates), R-1 (Single Family Residential), or R-CL (Single Family Compact-Lot). However, the adjacent site north of Rome Boulevard most closely resembles an R-CL development. If these standards were to be applied, the proposed project would comply with the 3-to-1 proximity slope, matching setback and trash enclosure separation distance requirements.

Pursuant to the Montecito Town Center Land Use and Design Standards, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	N/A	N/A	2 Trees	N/A
• South	1 Tree / 30 Linear Feet	9 Trees	12 Trees	Y
• East	1 Tree / 30 Linear Feet	18 Trees	13 Trees	N
• West	1 Tree / 30 Linear Feet	10 Trees	5 Trees	N
TOTAL PERIMETER TREES		**37 Trees**	**32 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	14 Trees	15 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	0 Feet		0-5 Feet	Y
• South	5 Feet		6 Feet	Y
• East	5 Feet		5 Feet	Y
• West	5 Feet		15 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		None	N/A

Open Space – Montecito Town Center						
Location	***Total Acreage***	***Required***		***Provided***		***Compliance***
		Percent	***Area***	***Percent***	***Area***	
Site	3.99 acres	12%	0.48 acres	36%	1.45 acres	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Rome Boulevard	N/A	N/A	80	N/A
Riley Street (partially improved)	N/A	N/A	60	N/A

Pursuant to the Town Center Development Standards Manual, the following streetscape standards apply:

Streetscape Standards	***Required***	***Provided***	***Compliance***
Rome Boulevard	Sidewalk and amenity zone; 36-inch box street trees within 4-foot square tree grates at regular intervals	7-foot scored concrete sidewalk	Y
		5-foot amenity zone	
		36-inch box shade trees at 30 feet on center max. in grates	
		Pavement markings every 60 feet	Y
		Corner pavement treatment	Y
Riley Street	Sidewalk and amenity zone; 36-inch box street trees within 4-foot square tree grates at regular intervals	5-foot scored concrete sidewalk	Y
		5-foot amenity zone	
		36-inch box shade trees at 40 feet on center max. in grates	Y

Pursuant to Title 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Convalescent Care Facility/ Nursing Home	60 beds; 24 employees at peak shift; 3 med. professionals	1 space per 6 beds; 1 space per employee at peak shift; 3 spaces for med. pro-fessionals	37				
Assisted Living Apartments	34 residents	1 space per 3 residents	12				
TOTAL SPACES REQUIRED			**49**		**64**		Y
Regular and Handicap Spaces Required			47	2	61	3	Y

SS

Waivers		
Requirement	***Request***	***Staff Recommendation***
80% Build-To Line along Rome Blvd. (zero-foot setback in MS-TC)	Point of building only to be located along Rome	Denial
15-foot setback along Riley Street (corner side yard)	Zero feet	Denial

ANALYSIS

Within the Centennial Hills Town Center, the subject property is designated MS-TC (Main Street Mixed Use). The stated purpose of this district is to create a neighborhood which generates a sense of place and a feeling of being in a unique small town business district. The eastern portion of Montecito Town Center, including the subject site, is part of the MS-TC District. The two-story restriction in this district is not applicable, as the site is not adjacent to a Low Density Residential District. Because of the location of the site, the Town Center Core Standards apply; these standards allow building heights up to five stories with stepback and build-to requirements. A single-story building is proposed, meeting height requirements.

The Montecito Town Center was developed as a multi-use urban environment for larger mixed-use projects within Centennial Hills Town Center. The Montecito Town Center Land Use and Design Standards apply within its boundaries. Where this document is silent, the Town Center Development Standards apply. Where the Town Center Development Standards are silent, Title 19 then applies. The south two acres of the subject site are not currently located within the boundaries of Montecito Town Center. It is recommended that this portion be included within Montecito Town Center for consistency of this project or for future developments. The amount of commercial development will not cause the overall development to exceed the 4,519,425 commercial square feet allowed by the Development Agreement, nor will the proposed facility increase the overall floor area ratio over the 0.33 maximum. Staff therefore recommends approval of the Major Modification of the Development Agreement.

At least 80 percent of the building is required to be located along Rome Boulevard at the front setback line, which is also the property line as required in the MS-TC District. The remaining frontage is to be used as a plaza. The proposed building will meet the property line at a single point without providing plaza areas; therefore, a waiver is required. A 15-foot setback is required along Riley Street as required by the MS-TC land use designation for commercial properties. However, the build-to line is not required along Riley Street, as it is not considered a "major pedestrian corridor." The building encroaches into the corner side yard to meet the sidewalk at the proposed Riley Street cul-de-sac, requiring a waiver. As the building could have been designed to meet these setback and build-to standards, staff recommends denial of the requested Town Center waivers.

The site plan submitted 03/15/12 indicated a concrete paved service area to the proposed building from a driveway on the east side of Riley Street. The service area was not screened or oriented away from public view and therefore required a waiver of the Montecito Town Center Development Standards Section 5.1.6.

A revised site plan was then submitted 04/09/12 that showed replacement of the delivery area with a building mechanical area. The proposed driveway from Riley Street was removed and the existing sidewalk improvements were shown. The mechanical area would be located on a new concrete pad and screened from Riley Street by a six-foot masonry wall. The waiver to allow no screening for the delivery area thus no longer applied and was removed. Likewise, a condition requiring sufficient turning radius for vehicles in the service area also no longer applied and was removed. The Montecito Town Center Land Use and Design Standards has specific requirements with regard to mechanical screening; therefore, a condition was added at the Planning Commission meeting requiring conformance to Section 5.2.7, which requires screening on all sides of any exterior mechanical component by means of materials that are architecturally compatible with the primary building proposed on the site. Additionally, a second condition was added to ensure that no deliveries would be made through this mechanical area from Riley Street.

In addition to the revised site plan, the applicant also submitted a revised justification letter dated 04/09/12 that addressed the changes to the site plan and the intent to meet the Montecito Town Center Land Use and Design Standards for mechanical screening.

Although Rome Boulevard is not classified as a Town Center Collector Street by the Master Plan of Streets and Highways, it has been designated for a Town Center Collector Trail; the trail path and amenity zone have already been constructed, and plant material and amenities within the corridor are proposed for this project.

Landscaping is deficient within the five-foot buffer area required by the Montecito Town Center Land Use and Design Standards along the west and east property lines. A condition of approval will require additional trees in these buffer areas to meet the maximum spacing requirement of one 24-inch box tree per 30 linear feet. Some of the landscaping encroaches into the Darling Road right-of-way (undeveloped) in the southeast corner of the site and also into the Riley Street right-of-way. Encroachment agreements will be required for maintenance of these areas, as well as for the proposed amenity zones within Riley Street and Rome Boulevard.

The primary access and circulation is appropriate and logical for the site; however, the secondary access from Riley Street encroaches into what will be dedicated right-of-way. As part of the encroachment agreement, the applicant will have to meet with staff to determine how this area will be maintained.

All other Montecito and Town Center requirements will be met by the proposal, including parking, open space and floor area ratio requirements.

There are no minimum use requirements and no distance separation requirements for the Congregate Care use within Montecito Town Center. The Congregate Care use is most

equivalent to the Convalescent Care facility/Nursing Home use in the Town Center Development Standards. Title 19.18 defines this use as "a building or structure designed, used, or intended to be used to house and provide care for persons who have a chronic physical or mental illness or infirmity, but who do not need medical, surgical or other specialized treatment normally provided by a hospital. The term includes a 'rest home' and 'nursing home,' as well as a use that would qualify as a Community Residence except for the limitation on the number of residents, but does not include an 'assisted living apartment,' 'hospital' or other medical facility that is specifically defined in this Chapter." An "assisted living apartment" is defined by Title 19 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. The term 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 5% of the total gross floor area of the apartment complex and there is no external signage for, nor external access to, the commercial uses. The term does not include a 'convalescent care facility/nursing home' or other medical facility that is specifically defined in this Chapter."

The proposed use will provide 60 beds for 24-hour care of chronically ill persons, utilizing professional nursing staff. Private rooms for these persons will be located at the rear of the building. Other services proposed to be provided in connection with this use include physical therapy, a salon, laundry and dining/kitchen services. On the north side of the building, the development will also provide 34 single-occupant assisted living apartments for senior citizens to include services to assist with daily living needs. Eight of these units are designed as two-room suites. Adequate common area is provided, along with a dining room and fitness room.

The building was designed to be compatible in scale with development on adjacent properties and conform to a Southwest Contemporary architectural theme used throughout Montecito Town Center. An employee patio area is provided between the assisted living and convalescent care wings of the building in conformance with Montecito Town Center Land Use and Design Standards Section 5.2.4. An accessible route from the Rome Boulevard right-of-way is not specifically indicated on the site plan, but can be provided using the six-foot walkway leading to the prominent entrance on the building's east side. Additionally, the drop-off area is to contain special paving to stand out from the parking area.

The use proposed for the site can be operated in a manner that is compatible with the surrounding properties; however, the site has not been designed in conformance with Town Center or Montecito Town Center standards; therefore, denial is recommended for both the Special Use Permit and the Site Development Plan Review.

FINDINGS (SUP-44703)

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 Congregate Care use, which encompasses both assisted living and convalescent care facilities, can be conducted in a compatible manner with the adjacent residential area to the north and with future commercial development to the east and west. However, the accompanying design of the site is not compatible with the surrounding development.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site selected for the proposed use will contain adequate area to meet the building, access, parking and landscaping needs of the Congregate Care use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Rome Boulevard and Riley Street contain adequate capacity to serve the requirements of the proposed Congregate Care use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed use will be subject to state and local licensing requirements and inspections and will therefore not compromise the public health, safety or general welfare, or the objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The Congregate Care use in Montecito Town Center is not restricted by any minimum use requirements.

FINDINGS (SDR-44700)

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 development as designed will not be compatible with the surrounding area, as evidenced by the waivers related to building placement and orientation of the service area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development requires multiple waivers of the Town Center and Montecito Town Center standards to allow for building placement and orientation of the service delivery area, which staff cannot support.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The primary access to the site from Rome Boulevard is adequate for the proposed use. The applicant may need to work with staff to address the secondary entry to the site from Riley Street, as the improvement is indicated within right-of-way to be dedicated.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are appropriate for the Montecito Town Center area. Landscape materials are appropriate for shade and screening purposes. The technical landscape plan will need to pinpoint the exact plant species to be planted in contrast with the conceptual plan, which offers a list of eligible species that can be used.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations reflect a Southwest Contemporary architectural theme, which is compatible with other residential and commercial developments in Montecito Town Center. The minimum 10 percent contrasting color/material and 20 percent glazing standards required by the Montecito standards have been met.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to review for permits and inspections to ensure public safety and consistency with code requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 119 (MOD-44703 - By City Clerk)
188 (SUP-44701 & SDR-44700 – By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **MOD-44703** APN: 125-20-803-002

Name of Property Owner: Rohani-Najmi Trust (Parvez Rohani, Rouhiyeh Najmi Trustees)

Name of Applicant: Giza Development

Name of Representative: RHS Management, LLC

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Parvez Rohani

State of Nevada
County of Clark

Print Name: PARVEZ ROHANI

Subscribed and sworn before me by Parvez Rohani.

This 22nd day of February, 2012

Kimberley Thoren
Notary Public in and for said County and State

KIMBERLEY THOREN
Notary Public State of Nevada
No. 11-3773-1
My Appt. Exp. December 20, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Major Modification to add area to Montecito Town Center

Project Address (Location) Southeast Corner Rome Blvd and Riley Street

Project Name Montecito Senior Living **Proposed Use** Congregate Care

Assessor's Parcel #(s) ~~125-20-803-001~~ & 125-20-803-002 **Ward #** 6 - Ross

General Plan: existing TC proposed TC **Zoning:** existing MS-TC proposed MS-TC

Commercial Square Footage 72,000 +/- **Floor Area Ratio** 0.33

Gross Acres 5.0 acres **Lots/Units** 1 **Density** Not Applicable

Additional Information In conjunction with a SUP, SDR, and Vacation of Right-of-way

PROPERTY OWNER Rohani-Najmi Trust **Contact** Parvez Rohani & R. Najmi

Address 7901 Rockwind Court **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89117

E-mail Address

APPLICANT Giza Development **Contact** Michael Wright

Address 801 North 500 West, Suite 300 **Phone:** (801) 809-3958 **Fax:** (801) 951-3190

City Bounntiful **State** Utah **Zip** 84010

E-mail Address MWright@sahara1.com

REPRESENTATIVE RHS Management, LLC **Contact** Joe P. Gwerder

Address 2810 West Charleston Blvd, Suite H-80 **Phone:** (702) 369-4444 **Fax:** (702) 892-7784

City Las Vegas **State** NV **Zip** 89102

E-mail Address Joe@LVDAG.com

State of Nevada
County of Clark

Property Owner Signature* Parvez Rohani

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name PARVEZ ROHANI

Subscribed and sworn before me by Parvez Rohani

This 22nd day of February, 20 12.

Kimberly Thoren

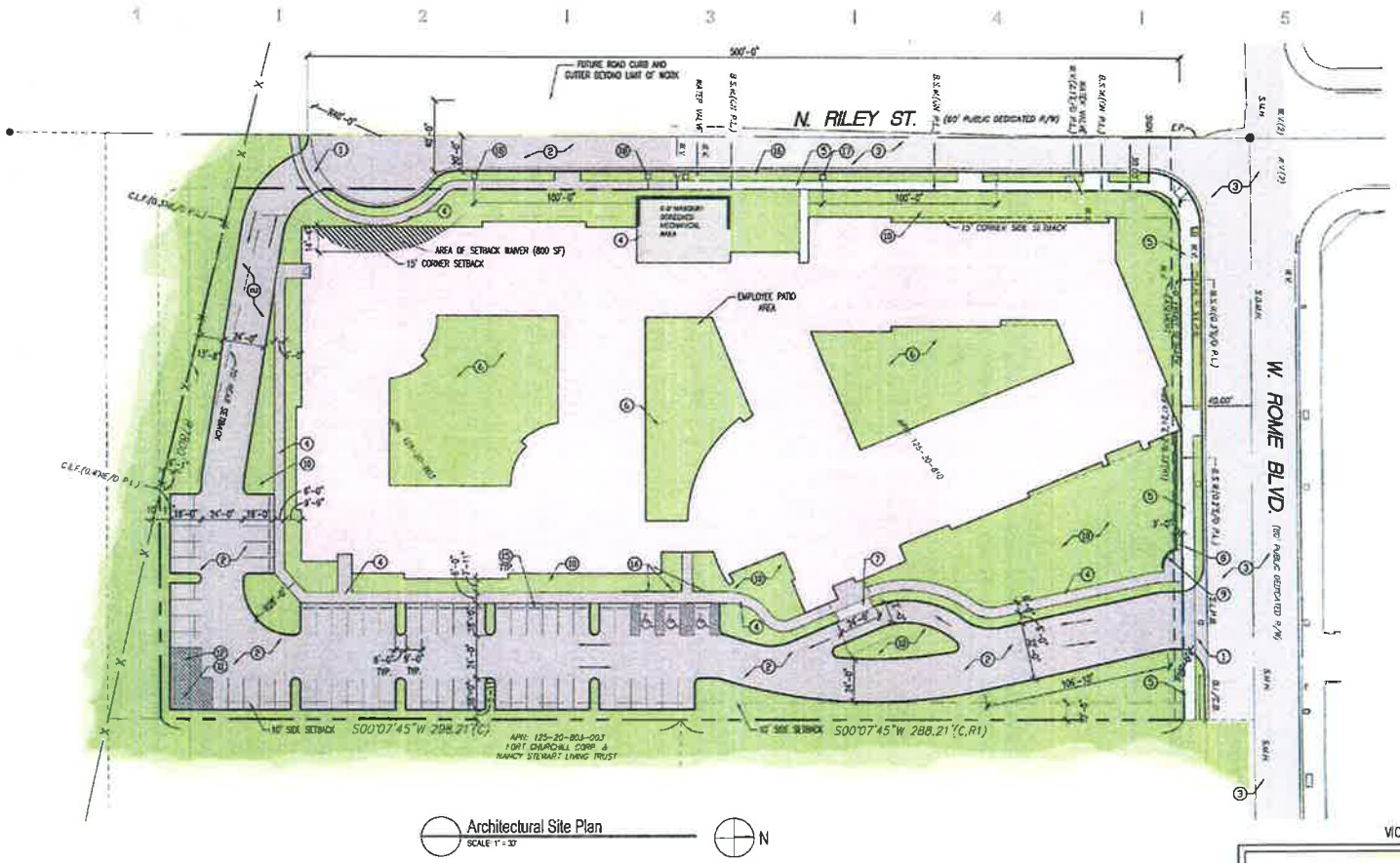
Notary Public in and for said County and State

KIMBERLEY THOREN
Notary Public State of Nevada
No. 11-3773-1
My Appt. Exp. December 20, 2014

FOR DEPARTMENT USE ONLY

Case #	MOD-44703
Meeting Date:	4-10-12
Total Fee:	1000.00
Date Received:*	2-23-12
Received By:	JFmd

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.



Architectural Site Plan
SCALE: 1" = 30'

N

SITE PLAN GENERAL NOTES:

A. DIMENSIONS ARE TO THE FACE OF EXISTING FINISH OR NEW SUBSTRATE.
B. INFORMATION PROVIDED AS "EXISTING CONDITIONS" IS BASED ON SURVEY INFORMATION OBTAINED THROUGH OWNER. LOCATIONS AND QUANTITIES OF ALL ELEMENTS ABOVE SHALL BE FIELD VERIFIED. FIELD VERIFY ALL EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE DISCREPANCIES WITH ARCHITECT.
C. PARKING SHALL BE IN ACCORDANCE WITH LAS VEGAS URBAN DESIGN GUIDELINES AND STANDARDS

SITE PLAN KEY NOTES:

1. PROPOSED CONCRETE DRIVE APPROACH
2. PROPOSED ASPHALT
3. EXISTING ASPHALT
4. PROPOSED CONCRETE PAVING
5. EXISTING CONCRETE PAVING
6. PROPOSED HARDSCAPE/SOFTSCAPE COURTYARD
7. PROPOSED 6'-2.21' ZERO EDGE DROP-OFF
8. PROPOSED WALL
9. PROPOSED ENTRY SIGN
10. PROPOSED LANDSCAPE AREA
11. PROPOSED OXYGEN STORAGE TANK LOCATION
12. PROPOSED DUMPSTER LOCATION
13. PROPOSED "DO NOT ENTER" SIGNAGE
14. PROPOSED ACCESSIBLE PARKING SIGNAGE
15. PROPOSED CONCRETE WHEEL STOP
16. EXISTING OVERHEAD LIGHT TO BE RELOCATED
17. RELOCATED OVERHEAD LIGHT (NEW LOCATION)
18. PROPOSED OVERHEAD LIGHT

SITE INFORMATION:

TOTAL PARCEL SIZE	173,799 SF
BUILDING SIZE	70,539 SQ.FT.
FLOOR AREA RATIO	0.41
DENSITY	N/A
PARKING REQUIREMENTS	
CONVALESCENT CARE	
1:5 BEDS (80)	16
1:PEAK EMPLOYEE	24
1 MEDICAL PROFESSIONALS	1
SUBTOTAL	37
ASSISTED LIVING	
1:3 RESIDENCE (34)	12
1:PEAK EMPLOYEE	14
SUBTOTAL	26
TOTAL PARKING REQUIRED	63
TOTAL PARKING PROVIDED	64

ARCHITECTURAL NEXUS
SALT LAKE CITY LOGAN PROVO

Architectural NEXUS, Inc.
2525 East Parleys Way
Salt Lake City, Utah 84109
T 801 924 5000 F 801 924 5001
http://www.archnexus.com

Original drawings remain the property of the Architect and are subject to the Architect's total ownership and control. The design represented by these drawings is said to be used for a one time use, unless otherwise agreed upon in writing by the Architect.
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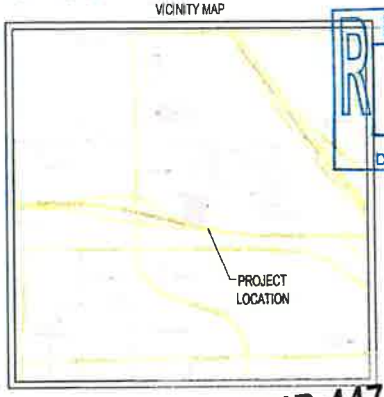
MONTECITO CARE AND REHAB
Corner of W Rome Boulevard and Riley Street
MONTECITO TOWN CENTER, LAS VEGAS, NEVADA

VICINITY MAP



RECEIVED
APR 9 2012
City of Las Vegas
Department of Planning

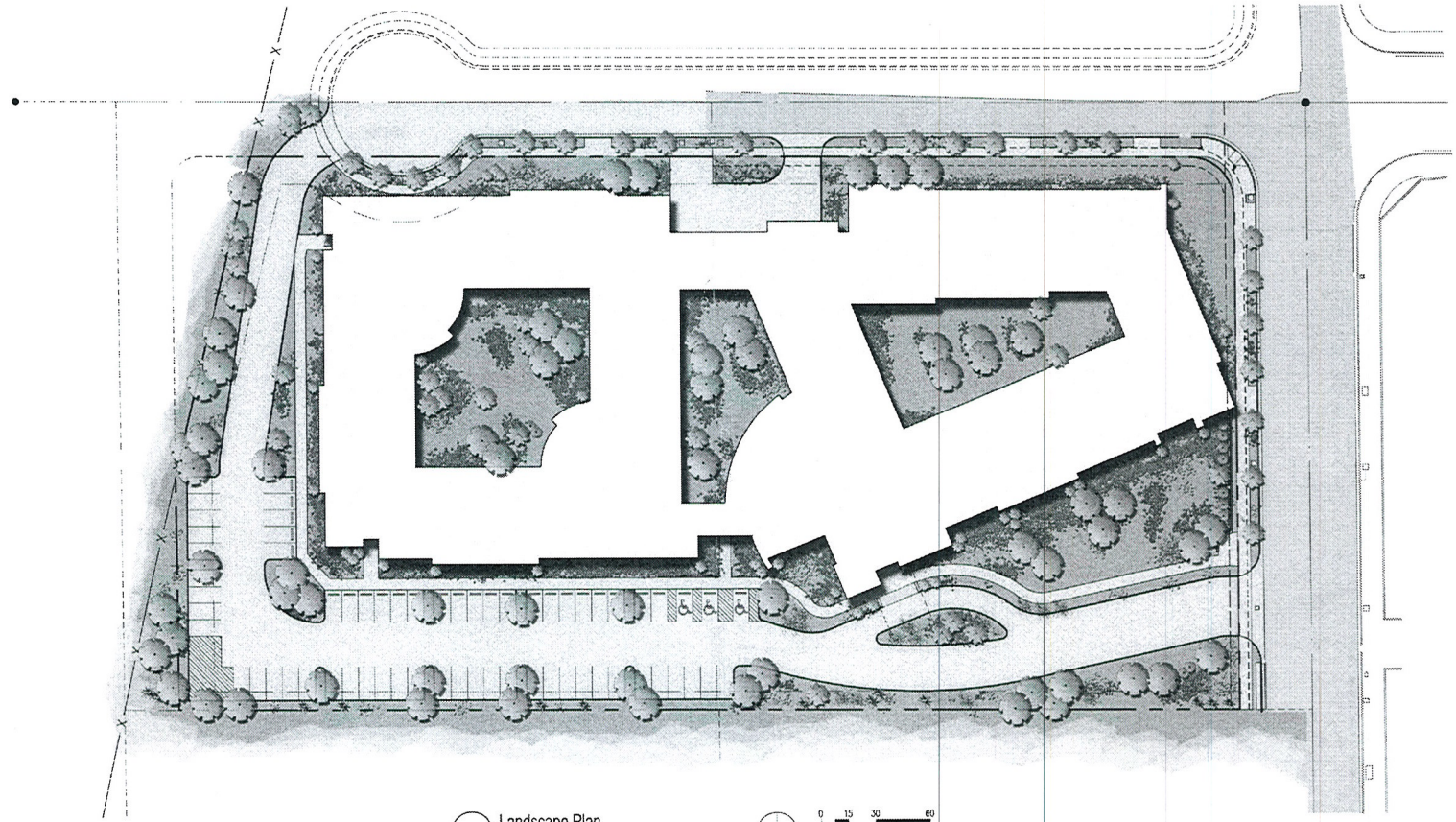
NEXUS PROJECT #: 12003
CHECKED BY: JC
DRAWN BY: AC
CURRENT/ISSUE DATE: 16 MAR 2012

SHEET CONTENTS
ARCHITECTURAL SITE PLAN

AS101

CITY REVIEW SET - NOT FOR CONSTRUCTION

MOD-44703 SUP-44701
SDR-44700 REVISED



Landscape Plan
SCALE: 1" = 30'

N
0 15 30 60
1"=30'

PLANTING PLAN
GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING PICK UP, DELIVERY AND CRANE TIME WITH THE RETAILER FOR BOULDER PLACEMENT OF ALL BOULDERS THAT ARE TO BE PLACED ON THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR CALCULATING AND VERIFYING THE AMOUNT OF CRANE TIME NECESSARY AND REQUIRED TO PLACE ALL SPECIFIED BOULDERS ON THE SITE AND SHALL BID ACCORDINGLY. THE OWNER IS NOT RESPONSIBLE FOR ANY ADDITIONAL CRANE TIME NEEDED TO PLACE BOULDERS AS DESIRED BY OWNER THAT EXCEEDS THE TIME CALCULATED BY CONTRACTOR.
2. THE CONTRACTOR SHALL COORDINATE BOULDER PLACEMENT WITH OWNER AND LANDSCAPE ARCHITECT.
3. LANDSCAPE AREA = 62,550 SF (38%)

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MONTECITO CARE AND REHAB
Corner of W Rome Boulevard and Riley Street
MONTECITO TOWN CENTER, LAS VEGAS, NEVADA

REVISIONS

NEXUS PROJECT #: 12003
CHECKED BY: JC
DRAWN BY: AGC
CURRENT/EID DATE: 15 MAR 2012

SHEET CONTENTS
PLANTING PLAN

CITY REVIEW SET - NOT FOR CONSTRUCTION

LP101

Water Smart Landscapes Program Plant List for Montecito Skilled Nursing Facility

All common plant materials and irrigation areas within Las Vegas Valley Water District and Southern Nevada Water Authority guidelines for water wise plants and shall be capable of operation by an automated irrigation system capable of making automatic adjustments to independent program run times using master valves and flow sensors in the event of a mainline break.

Additionally trees, palms, shrubs, groundcovers, succulents, cactus and perennials will be separated on separate drip valve assemblies that provide point to point drip to each plant material via polyethylene pipe and drip emitters following the following emitter schedule:

- 1 gallon shrubs: (1) .5 gph emitter
- 2 gallon shrubs: (1) .5 gph emitter
- 5 gallon shrubs: (2) .5 gph emitters
- 15 gallon shrubs and palms: (3) 1 gph emitters
- 24" box trees and palms: (3) 1 gph emitters
- 36" box trees and palms: (4) 2 gph emitters
- 48" box trees and palms: (5) 2 gph emitters
- 60" box trees and palms: (6) 2 gph emitters

All drip valve assemblies will be equipped with flush valve assemblies at each and every end of the polyethylene pipe, but will be designed so that there are a maximum of two flush valve assemblies for each drip valve assembly.

For plant material with more than 1 emitter space all emitters equidistant around perimeter of rootball. For all trees and palms, every other emitter will be placed in water root systems ½ the distance from trunk grade to the bottom of the rootball. All palms, succulents and cactus will be buried in sand soil amendment..

The following plant list contains some of the most common plants found in Southern Nevada landscapes. Turf areas on site will be prohibited due to water restrictions enforced by SNWA. This is a tool for participants in the Water Smart Landscapes Program to calculate the 50% canopy coverage requirement. The square footage value given for each plant is its mature size and will be used by the SNWA to determine the canopy coverage regardless of the size of the plant at the time of the inspection.

The SNWA does not endorse or require the use of any or all plants found on this list. Participants may use any living plant, where the trunk or stem is within the converted area, towards meeting the 50% canopy coverage requirement.

This list is also provided by the by Dominion name is available on the SNWA's website or by calling the Conservation Helpline at 258-SAVE (7283) and is in twice as a possible "touch as" plant list of possible plant combinations for the Montecito Skilled Nursing Facility in Las Vegas

Common Name	Genus Species Variety / Cultivar (Square Feet)
Plant Type: Tree 24 to 36" Box Size	
Acacia (Catclaw)	Acacia greggii 133
Strawberry Tree	Arbutus unedo 59
Bottle Tree	Brachychiton populneus 226
Chitalpa	Chitalpa tashkentensis 236
Italian Cypress	Cupressus sempervirens 15
Ash (Littleleaf)	Fraxinus greggii 133
Ash (Raywood)	Fraxinus oxycarpa 'Raywood' 236
Ash (Arizona, Fan-Tex)	Fraxinus velutina 530
Ash (Modesto)	Fraxinus velutina 'Glabra' 303
Australian Willow	Geijera parviflora 736
Shademaster (Honey Locust	Gleditsia triacanthos 'Shade Master' 530
Goldenrain Tree	Koelreuteria paniculata 530
Swan Hill Olive	Olea europaea 'Swan Hill' 236
Palo Verde (Desert Museum)	Parkinsonia peninsulanan 'Desert Museum' 368
African Sumac	Rhus lancea 736
Flame Sumac	Rhus lancelata 303
Japanese Pagoda Tree	Sophora japonica 920
Lacebark Elm	Ulmus parvifolia 942
Chaste Tree	Vitex agnus-castus 368
Sweetleaf Zelkova	Zelkova serrata 530
Plant Type: Palm 24 to 36 " Box Size	
Date Palm	Phoenix dactylifera 38
Mexican Fan Palm	Washingtonii robusta 133
Windmill Palm	Trachycarpus fortunei 59

Common Name	Genus Species Variety / Cultivar (Square Feet)
Plant Type: Shrub 1 to 5 Gallon	
Glossy Abelia	Abelia x grandiflora 20
Creeping Abelia	Abelia macrotus 'Desert Carpet' 113
Four-Wing Saltbush	Atriplex canescens 50
Centennial Bronze / Coyote Bush	Baccharis sp. 'Centennial' 20
Yellow Bird of Paradise	Caesalpinia gilliesa 50
Red Bird of Paradise	Caesalpinia pulcherrima 28
Mexican Bird of Paradise	Caesalpinia mexicana 28
RockSpray	Cotoneaster microphyllus 28
Purple Heathed Bush	Dodonaea viscosa 28
Golden Dewdrop	Duranta erecta 'Sweet Memory' 79
Mexican Honeysuckle	Justicia spicigera 13
Chaste Na'ds	Lagerstroemia indica 50
Creosote Bush	Larrea tridentata (divaricata) 28
Texas Ranger / Texas Sage	Leucophyllum sp. 28
Sugar Bush	Rhus ovata 113
Squaw Bush (Skunk Bush)	Rhus trilobata 50
Evergreen Sumac	Rhus virens 177
Lady Bank's Rose	Rosa banksiae lutea 177
Rosemary	Rosmarinus officinalis 28
Sage / Salvia	Salvia sp. 13
Xylosma	Xylosma congestum 79
Plant Type: Groundcover 1 Gallon	
Rock Cotoneaster	Cotoneaster horizontalis 177
Sierra Gold Daisy	Delosa cipitosa 7
Prostrate Indigo Bush	Dalea greggii 50
Kniphofi	Drosanthemum sp. 13
Gazania	Gazania rigens 1
Blue Carpet Juniper	Juniperus horizontalis 'Wiltonii' 28
Buffalo Juniper	Juniperus Sabina 'Buffalo' 50
Lantana	Lantana sp. 28
Prostrate Myoporum	Myoporum parvifolium 50
Prostrate Rosemary	Rosmarinus officinalis 'prostratus' 1
Verbena	Verbena sp. 3

Common Name	Genus Species Variety / Cultivar (Square Feet)
Plant Type: Ornamental Grass 1 or 5 Gallon	
Purple Threeawn	Belalevia crastile 3
Blue Fescue	Festuca ovina 'Glauca' 1
Autumn Glow	Muhlenbergia Emersleyi 'Autumn Glow' 28
Bull Grass	Muhlenbergia emersleyi 'El Toro' 7
Deer Grass	Muhlenbergia rigens 28
Nashville	Muhlenbergia rigida 'Nashville' 3
Regal Mist	Muhlenbergia capillaris 'Regal Mist' 7
Mexican Feather Grass	Nassella tenuissima 3
Golden Bamboo	Phyllostachys aurea 28
Common Name	***Genus Species Variety / Cultivar (Square Feet)***
Plant Type: Cactus Balled and Burlaped or Appropriate Gallon Size	
Golden Barrel Cactus	Echinocactus grusonii 7
Common Prickly Pear Cactus	Escobaria vivipara 1
Cumpass Barrel	Ferocactus acanthodes 3
Blowerbal Cactus	Opuntia basilaris 13
Pancake Prickly Pear	Opuntia chlorotica 25
Common Name	***Genus Species Variety / Cultivar (Square Feet)***
Plant Type: Succulent Balled and Burlaped or Appropriate Gallon Size	
Murphey's Agave	Agave murphey 7
Parry's Agave	Agave parryi 'Huachuvensis' 7
Artichoke Agave	Agave parryi 'truncata' 7
Felux Agave	Agave ramosa 'Felux' 59
Durango Delight	Agave scrotigera 'Durango Delight' 7
Banana Yucca	Yucca baccata 28
Joshua Tree	Yucca brevifolia 79
Soaptree Yucca	Yucca elata 59

Common Name	Genus Species Variety / Cultivar (Square Feet)
Plant Type: Perennial 1-5 Gallon, 4" Pots or Flats	
Lily of the Nile	Agapanthus africanus 7
Powis Castle Wormwood	Artemisia x 'Powis Castle' 7
Prairie Sage	Artemisia ludoviciana 7
Silver King Artemisia	Artemisia schmidtiana 'Silver Mound' 7
Purple Coneflower	Echinacea purpurea 3
Evergreen Candytuft	Iberis sempervirens 3
Bearded Iris	Iris germanica 3
Lavendula sp.	Lavendula sp. 7
Lilly Turf	Liriope muscari 1
African Trailing Daisy	Osteospermum hybridevih 13
Russian Sage	Perovskia atriplicifolia 3
Cape Plumbago	Plumbago capensis 50
Black-eyed Susan	Rudbeckia hirta 7
Dwarf Bluefig (Classic Peculiar)	Ruellia brevifolia 3
Globe Mallow	Sphaeralcea ambigua 7
Mountain Marigold	Tagetes lemmonii 13
Angelita Daisy	Tetraneurris acaulis 3
Golden Dyssodia	Thymophylla pentachaeta 3
Dahlberg Daisy	Thymophylla tenuiloba 3
Society Garlic	Tulbaghia violacea 3
Goldeneye	Viguiera parishii 7

3", 4" and 5" Boulders native pink Sandstone

Crushed Rock, Sunset Red

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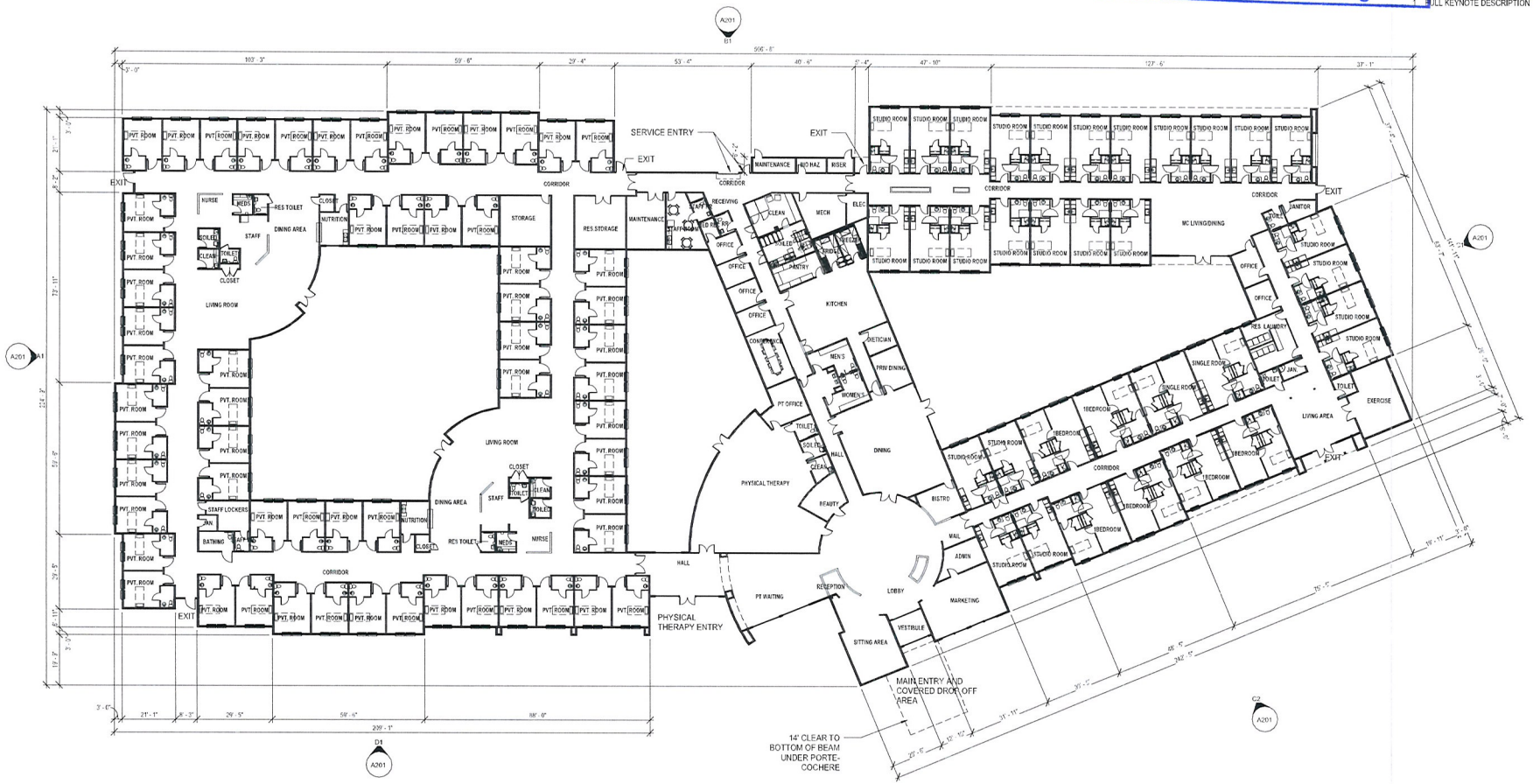

A1 / A101 LEVEL 01 FLOOR PLAN
1" = 20'-0"

GRAPHIC SCALE
0 20 40 60 80

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E. SEE G SERIES SHEETS FOR WALL TYPES AND TYPICAL ACCESSIBILITY CLEARANCE AND COMPLIANCE REQUIREMENTS.
F. PROVIDE BACKING BEHIND ALL SURFACE MOUNTED EQUIPMENT AND/OR FIXTURES PER DETAIL XX/XXXX

KEYNOTE - FLOOR PLAN

1 FULL KEYNOTE DESCRIPTION

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REVISIONS

NEXUS PROJECT #:	1206
CHECKED BY:	JD
DRAWN BY:	JP
DATE:	02.22.2012

SHEET CONTENTS:
FLOOR PLAN

SCHEMATIC DESIGN

A101

MOD-44703 SUP-44701
VAC-44702 SDR-44700

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* FUNCTION OF SPACE

SYMBOL	DESCRIPTION	OCCUPANCY
158 SF	ROOM SQUARE FOOTAGE	
000	OCCUPANT LOAD SERVED BY EXIT	
U	ROOM OCCUPANT LOAD NOT COUNTED	
1	ROOM OCCUPANT LOAD AT 100 SQ.FT. GROSS PER PERSON	(OUTPATIENT)
1	ROOM OCCUPANT LOAD AT 100 SQ.FT. GROSS PER PERSON	(BUSINESS)
1	ROOM OCCUPANT LOAD AT 300 SQ.FT. GROSS PER PERSON	(MECHANICAL)
1	ROOM OCCUPANT LOAD AT 120 SQ.FT. GROSS PER PERSON	(SLEEPING)
	2-HOUR RATED WALL	

TOTAL BUILDING MAXIMUM OCCUPANCY 607

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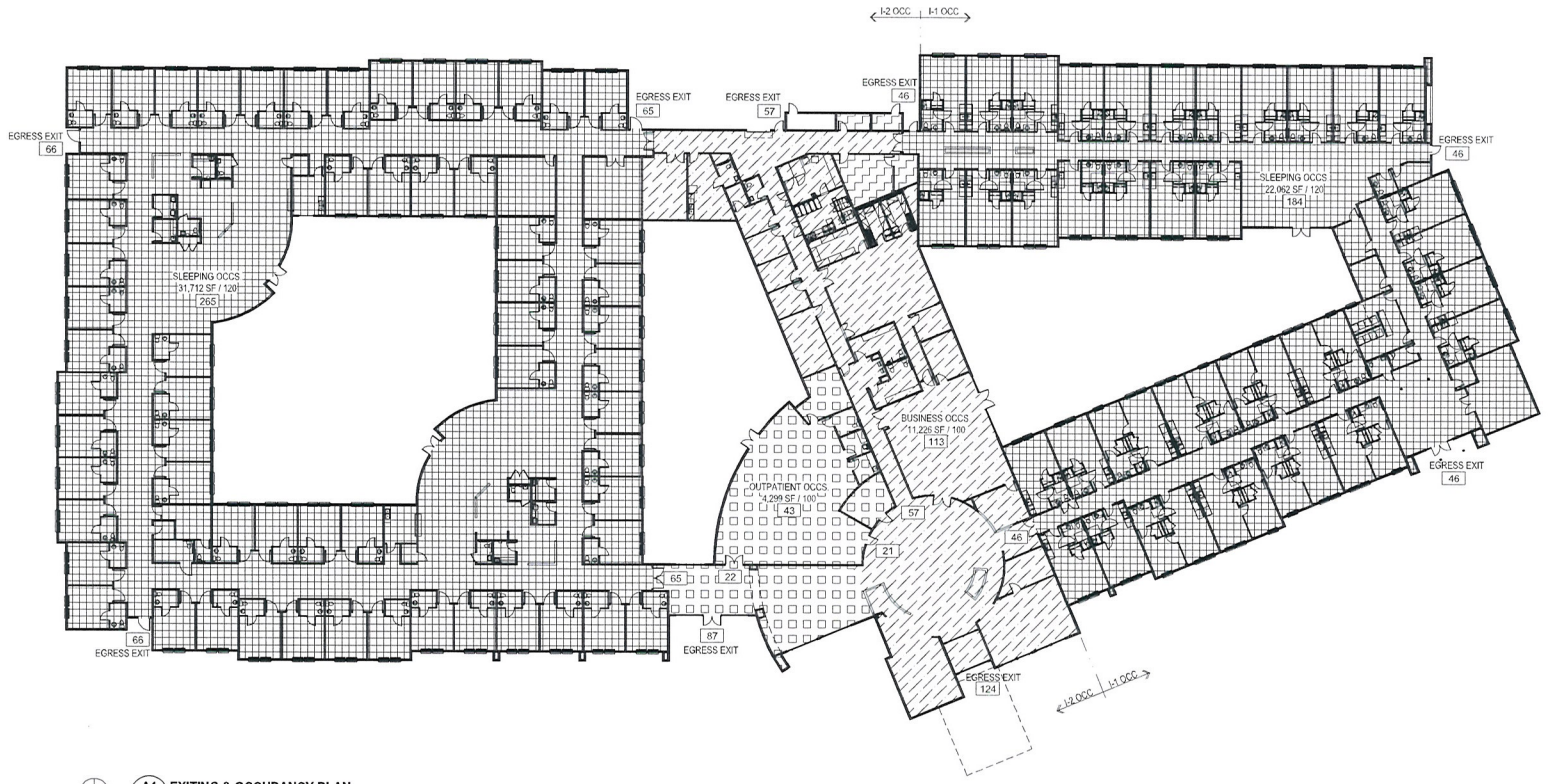

A1 / A100 EXITING & OCCUPANCY PLAN
1" = 20'-0"

GRAPHIC SCALE
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A100

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GENERAL NOTE - ENLARGED FLOOR PLAN

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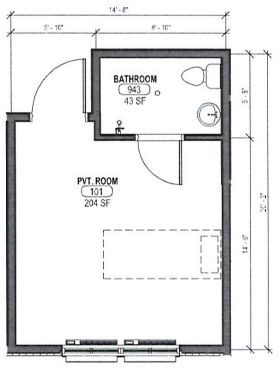
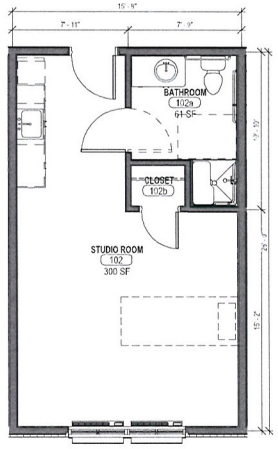


A3 / A411 ENLARGED PRIVATE ROOM UNIT
1/4" = 1'-0"



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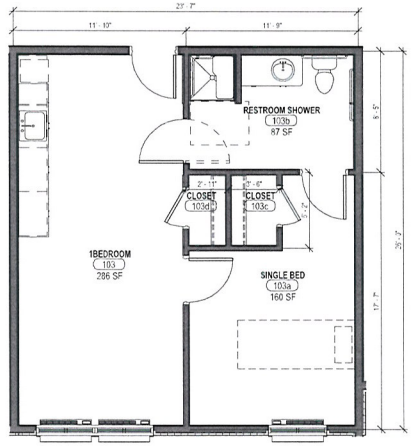

A5 / A411 ENLARGED ONE BEDROOM SUITE
1/4" = 1'-0"

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SHEET CONTENTS:
ENLARGED ROOM LAYOUTS

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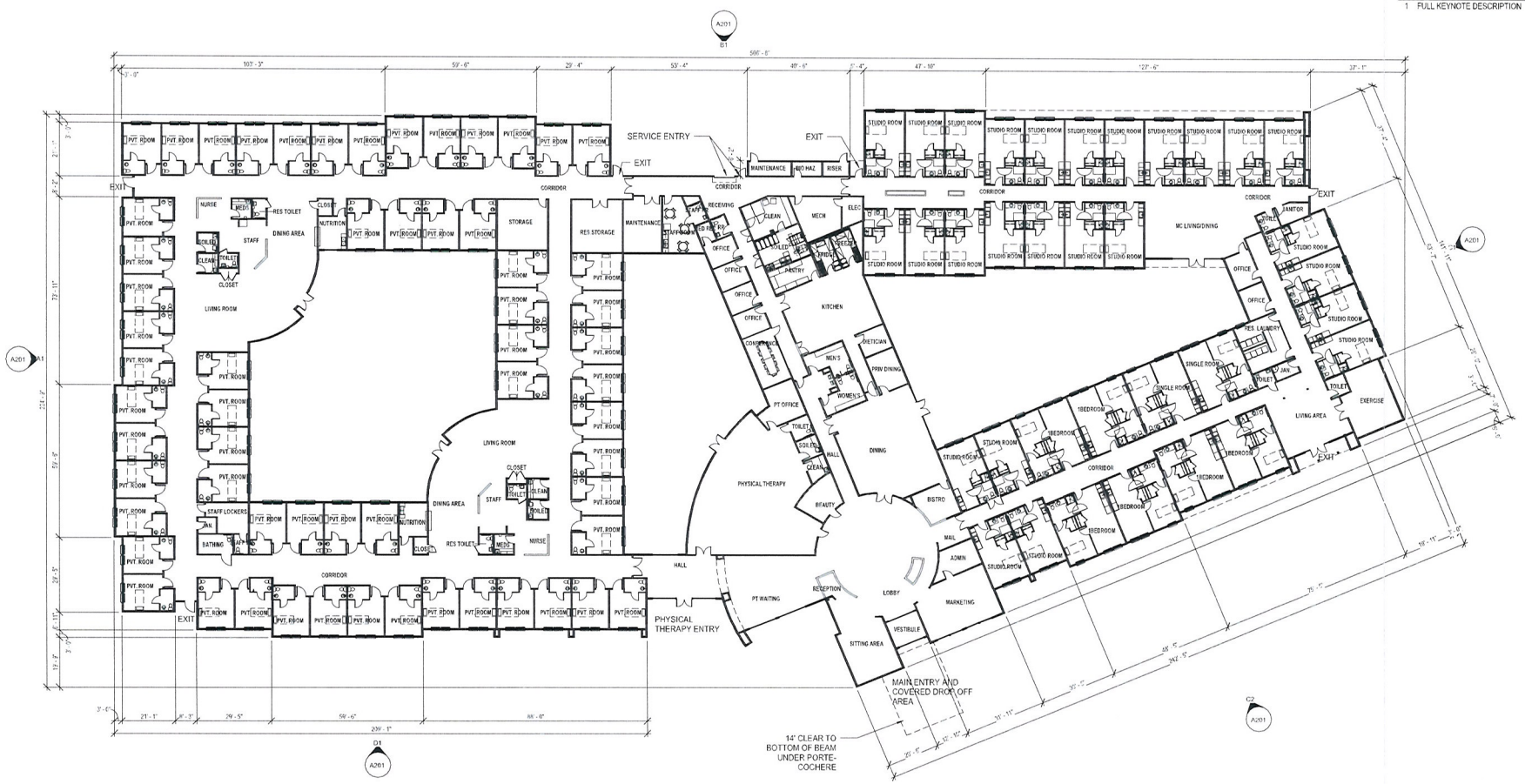

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A1 / A101 LEVEL 01 FLOOR PLAN
1" = 20'-0"

GRAPHIC SCALE
0 20 40 60 80

GENERAL NOTE - FLOOR PLAN

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* FUNCTION OF SPACE

SYMBOL	DESCRIPTION	OCCUPANCY
158 SF	ROOM SQUARE FOOTAGE	
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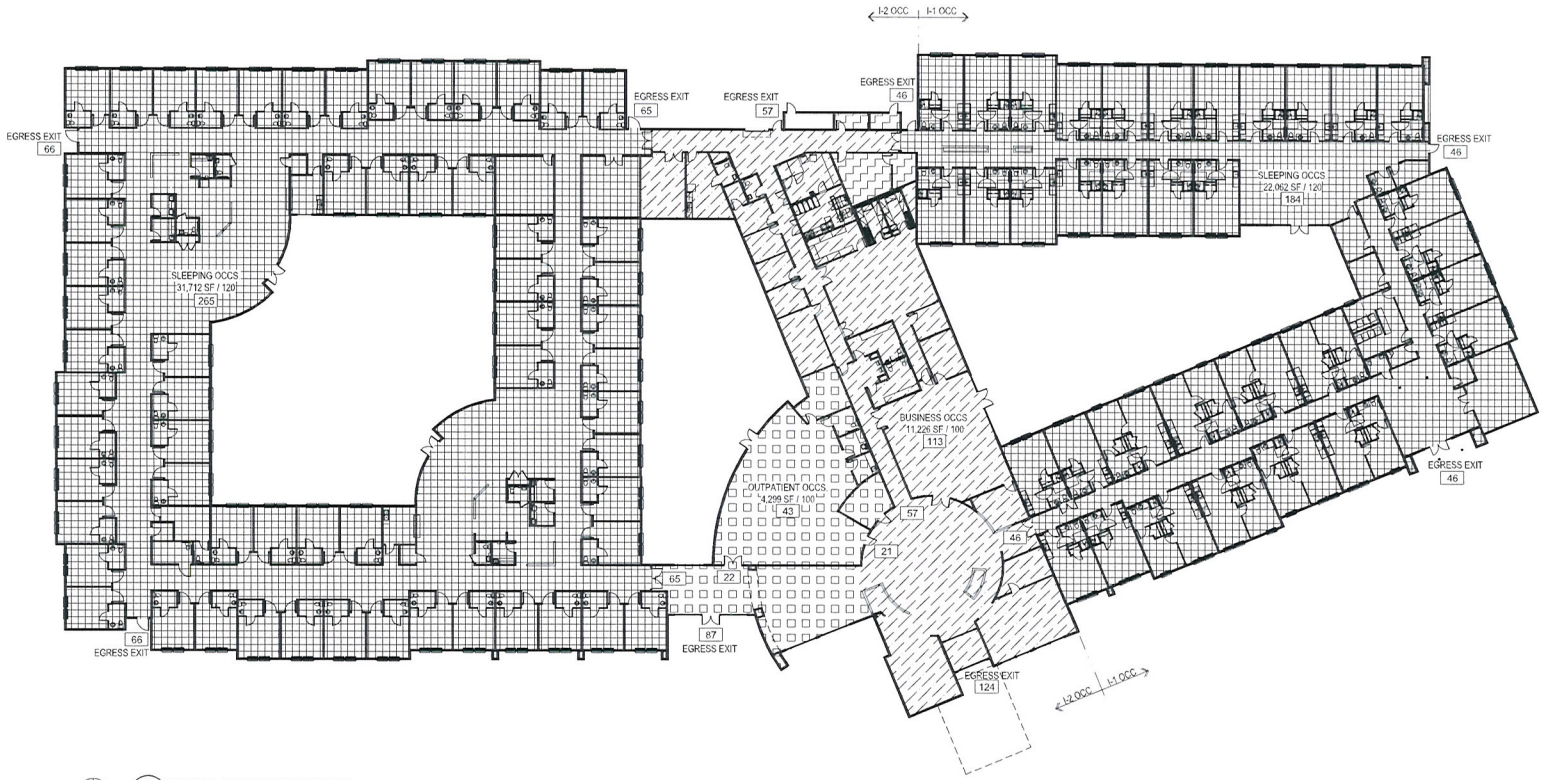

N A1 EXITING & OCCUPANCY PLAN
A100 1" = 20'-0"

GRAPHIC SCALE
0 20 40 60 80

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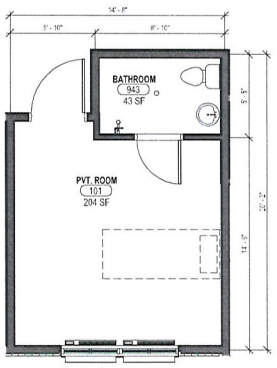
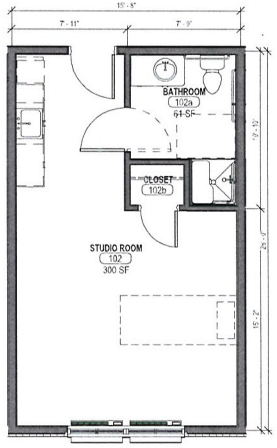


A3 / A411 ENLARGED PRIVATE ROOM UNIT
1/4" = 1'-0"



A4 / A411 ENLARGED STUDIO SUITE
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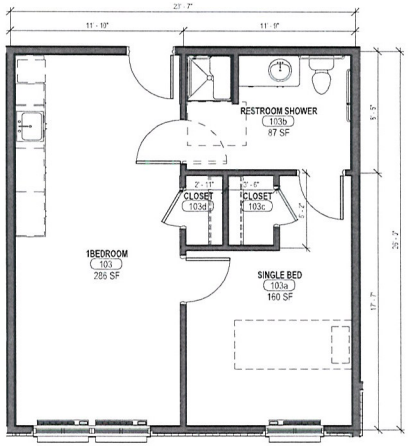

A5 / A411 ENLARGED ONE BEDROOM SUITE
1/4" = 1'-0"

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MONTECITO, NEVADA

REVISIONS

NEXUS PROJECT #	1206
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SHEET CONTENTS:
ENLARGED ROOM LAYOUTS

SCHEMATIC DESIGN

A411

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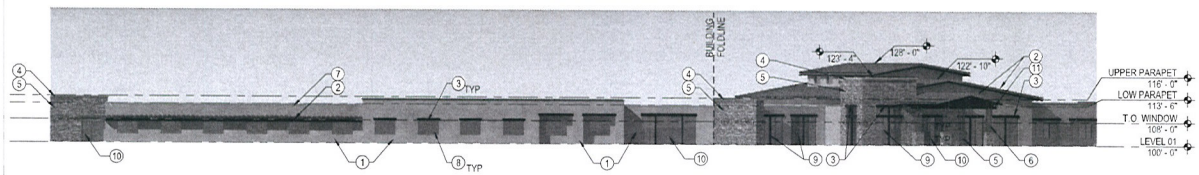
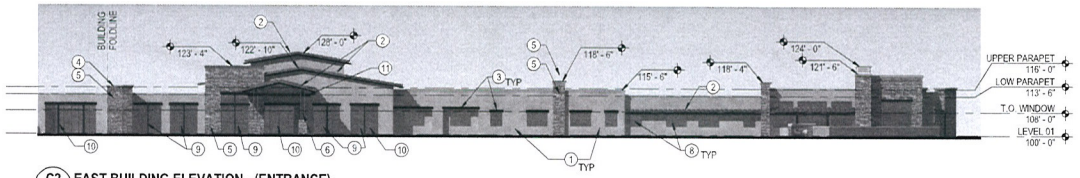


D1 EAST BUILDING ELEVATION - (SOUTH END)
A201 1" = 20'-0"



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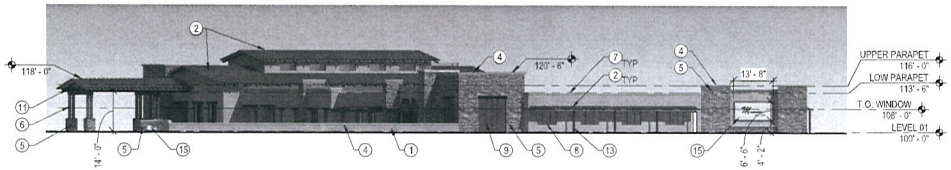
A201 1" = 20'-0"



C1 NORTH BUILDING ELEVATION
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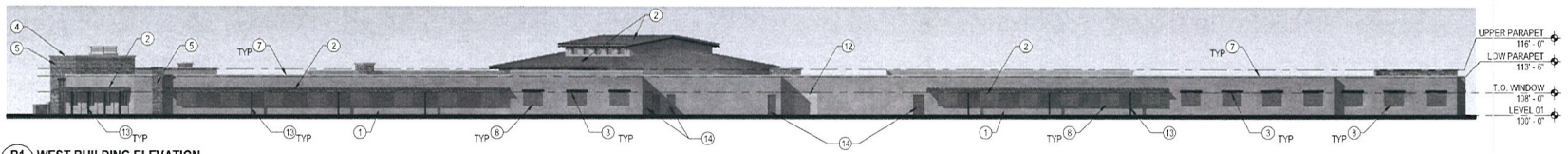

B1 WEST BUILDING ELEVATION
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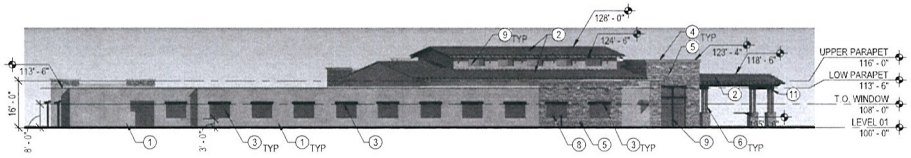

A1 SOUTH BUILDING ELEVATION
A201 1" = 20'-0"

GENERAL NOTE - BUILDING ELEVATION

A. COORDINATE GRADING SHOWN ON ELEVATIONS w/ CIVIL
B. PROVIDE GUTTERS AND DOWN SPOUTS w/ HEAT CABLE, SNOW FENCES, AND SNOW CLIPS - SEE ROOF PLAN
C. FOR TYPICAL WALL ASSEMBLY INCLUDING MATERIAL DESIGNATIONS AND DETAILING APPROACH, SEE A350 SERIES

KEYNOTE - BUILDING ELEVATION

1 SMOOTH EIFS WITH "VENETIAN PLASTER" LOOK
2 ARCHITECTURAL CLAY ROOF TILE
3 STAINED HEAVY TIMBER "HEADER"
4 PRECAST CONCRETE PARAPET CAP
5 STONE VENEER
6 PAINTED STEEL
7 SMOOTH EIFS CORNICE
8 OPERABLE VINYL WINDOWS AT ALL RESIDENCE ROOM TYP.
9 METAL CLAD WOOD WINDOW SYSTEM
10 OPERABLE STORE FRONT SYSTEM
11 STAINED HEAVY TIMBER BEAM
12 METAL OVERHEAD DOOR
13 STAINED HEAVY TIMBER COLUMN
14 HOLLOW METAL DOOR AND FRAME
15 BUILDING SIGNAGE

SEE COLOR BOARD FOR COLORS

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Architectural NEXUS, Inc
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GRAPHIC SCALE
0 20 40 60 80

REVISIONS

NEXUS PROJECT #: 1206
CHECKED BY: JD
DRAWN BY: JP
DATE: 02.22.201

SHEET CONTENTS:
BUILDING ELEVATION

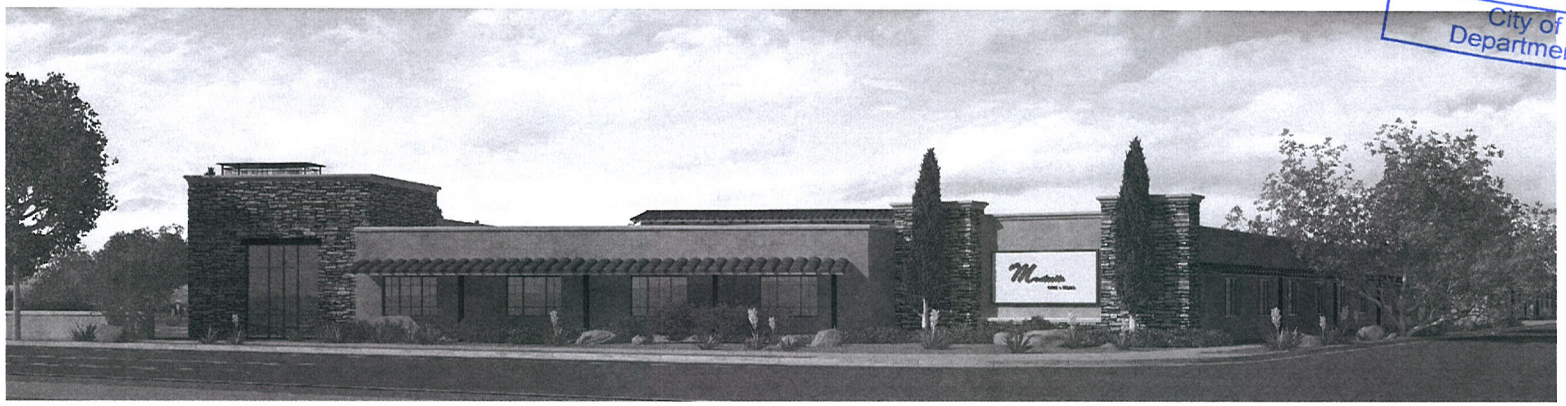
SCHEMATIC DESIGN

A201

MOD-44703 SUP-44701
VAC-44702 SDR-44700

2/22/2012 2:01:43 PM

BUILDING ENTRANCE STREET VIEW FROM ROME



BUILDING CORNER VIEW FROM RILEY

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MOD-44703 SUP-44701
VAC-44702 SDR-44700

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REVISIONS

NEXUS PROJECT #: 1200
CHECKED BY: JD
DRAWN BY: JP
DATE: 02.22.201

SHEET CONTENTS:
BUILDING PERSPECTIVES

SCHEMATIC DESIGN

G100

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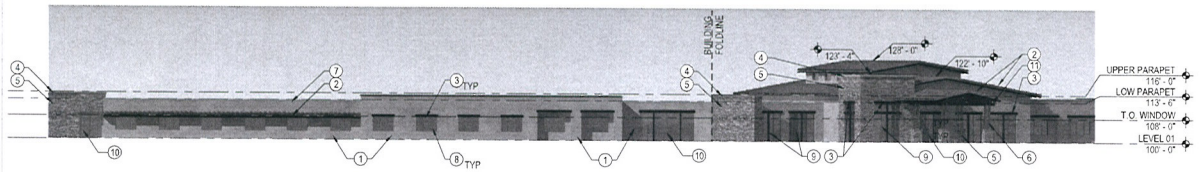
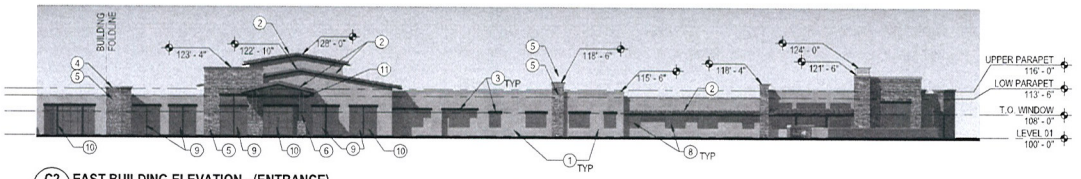
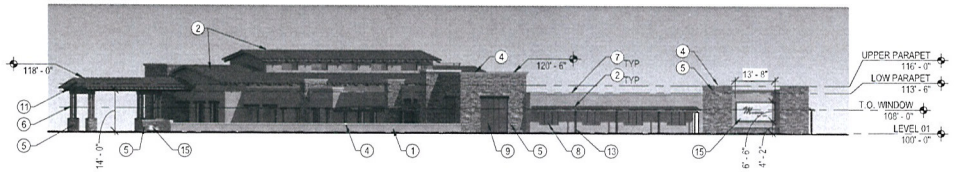


D1 A201 EAST BUILDING ELEVATION - (SOUTH END)
1" = 20'-0"



C2 A201 EAST BUILDING ELEVATION - (ENTRANCE)
1" = 20'-0"



C1 A201 NORTH BUILDING ELEVATION
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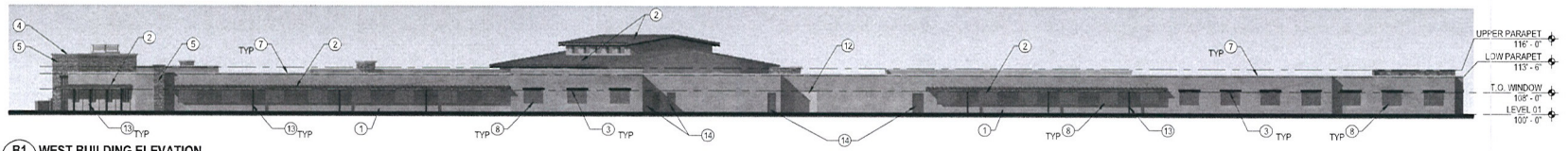
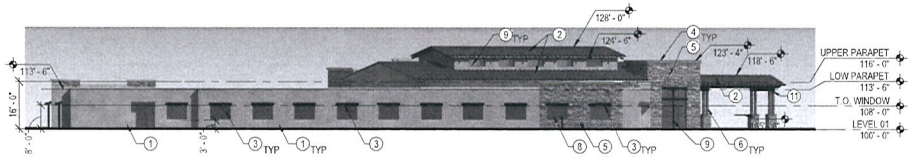


B1 A201 WEST BUILDING ELEVATION
1" = 20'-0"



A1 A201 SOUTH BUILDING ELEVATION
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VAC-44702 SDR-44700

GRAPHIC SCALE
0 20 40 60 80

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#	REVISIONS

NEXUS PROJECT #	1206
CHECKED BY:	JD
DRAWN BY:	JP
DATE:	02.22.2012

SHEET CONTENTS:
BUILDING ELEVATION

SCHEMATIC DESIGN

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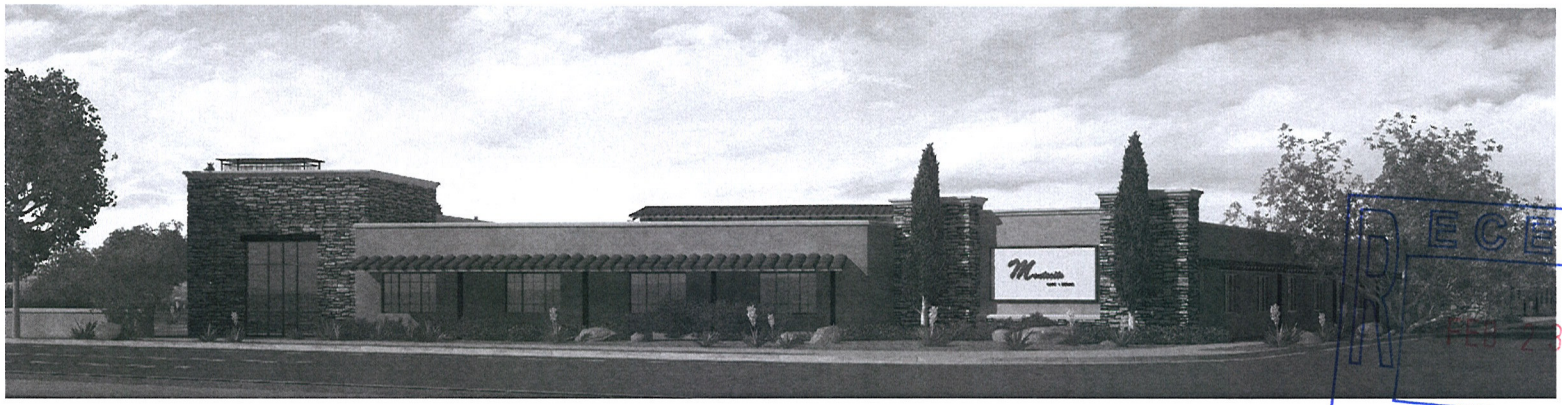
BUILDING ENTRANCE STREET VIEW FROM ROME



BUILDING CORNER VIEW FROM RILEY

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REVISIONS

NEXUS PROJECT #: 120
CHECKED BY: JC
DRAWN BY: JF
DATE: 02.22.20

SHEET CONTENTS:
BUILDING PERSPECTIVES

SCHEMATIC DESIGN

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2/22/2012 1:06:12 PM

MOD-44703, SUP-44701 & SDR-44700 – APPLICANT: GIZA DEVELOPMENT - OWNER: ROHANI-NAJMI TRUST
RILEY STREET AND ROME BOULEVARD

03/01/12

MOD-44703, SUP-44701 & SDR-44700 – APPLICANT: GIZA DEVELOPMENT - OWNER: ROHANI-NAJMI TRUST
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MOD-44703, SUP-44701 & SDR-44700 - APPLICANT: GIZA DEVELOPMENT - OWNER: ROHANI-NAJMI TRUST
RILEY STREET AND ROME BOULEVARD

03/01/12

RHS MANAGEMENT, LLC

2810 W. Charleston Blvd., Suite 80, Las Vegas, NV 89102
Tel: 702-798-5111 Fax: 702-892-7784

April 9, 2012

City of Las Vegas
Planning and Development Department
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Justification for Special Use Permit, Site Development Plan Review, Waiver of Development Conditions, and Major Modification for Southeast Corner of Rome Blvd. and Riley Street (APN: 125-20-810-001 and 125-20-803-002)

To Whom It May Concern:

This letter is prepared as a justification letter for a Special Use Permit and Site Development Plan review for an approximate 71,000 square foot, 60 bed skilled nursing/34 unit assisted living care facility (otherwise referred to as a convalescent care/nursing home). The project is situated across two parcels having separate ownerships, totally 5.0 gross acres. The project also requests a Major Modification to the Montecito Town Center Special Area Plan to add the south 2.5 acre parcel to the overall plan. This development will employ approximately 100 people, with 38 during its largest shift. Due to the nature of its operation, the facility will operate 24 hours a day to serve the residents staying at the property, will provide rehabilitation services for its residents, and will be operated with the necessary regulatory licenses for this type of use. The developer and operator of this facility have built and operate several other similar facilities throughout the Western United States.

The project as proposed meets the minimum standards for a Special Use Permit as outlined in the Town Center Development Standards. The proposed use will be conducted in a manner that is harmonious and compatible with existing surrounding uses and with potential future uses as permitted in the area's Town Center Development Plan. The project will blend with the school and office product built to the east, the higher density cluster residential community located to the north, and the commercial center developed to the west. The building will be single story in nature and will include architectural features that are consistent with these neighboring developments. Access to the property can be easily achieved from the north via Riley Street and from the east via Rome Boulevard. Being that the residents at the facility do not drive, parking and traffic generated by the site will be minimal. The subject site is suitable for this type of use as it is in close in proximity to the Centennial Hills Hospital, close to medical office services, but lies nearby a residential area, providing residents a sense of community.

The Site Development Review application is presented in conjunction with the Special Use Permit. The project meets the 12% open space requirement outlined in Title 19.10.060(E) as indicated on the site plans presented with this application. Because each of the other commercial components within

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SDR-44700 REVISED

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the Montecito Town Center area met or exceeded this 12% open space requirement, the 12% target outlined in the master plan has been met. The remaining 8% required to achieve the 20% Open Space overall requirement for this plan area is acquired from the allocation provided for by the Mountain Ridge Park area located in the northeast quadrant of this planning area. The project itself has a net Floor to Area Ratio (FAR) of 0.41 based upon the net acreage. However, if the project is analyzed using the gross acreage, the FAR is 0.33. This project will not cause the overall Montecito Town Center allowed FAR to exceed 0.40, which is demonstrated in the attachment included with this letter. The building will include an outdoor patio area for employees separated from the main entrance per the applicable development requirements for a building of this size. Parking and landscaping requirements are consistent with Title 19 standards for this development. The building, being single story, is compliant with height and step back restrictions for the Town Center Core area.

However, the project does seek a couple of waivers from the Town Center standards. First, the project seeks a waiver of the Town Center Core requirement of 80% of the building to be developed at the setback line, which for this project is 0 feet along Rome Boulevard. We ask for this waiver because this project is proposed to have a residential character for its residents staying at the facility and the developer wishes to provide some landscaping between the sidewalk and the building. Because the site plan for the project has been created so that every room has windows to the outside facing courtyards and open space areas, having this portion of the building so close to the sidewalk and street will detract from this intent. We believe that granting this waiver will not deter from the compatibility with the surrounding uses and will not compromise the intent of the applicable development goals for this planning area.

Second, the project seeks a waiver of the 15 foot side yard setback along Riley Street. It should be noted that the setback meets or exceeds the required distance along the entire length of Riley Street except for the most southerly portion where the required cul-de-sac/turnaround encroaches into the required setback area. The total encroachment area is 800 square feet and consists of the right-of-way at its narrowest point being 8" from the edge of the building as shown on the site plan. We ask for this waiver because the requirement of the cul-de-sac impacts the developable area of the property. For this type of development, the alignment of the corridors inside of the building must be along a straight path with sight visibility of a nurse's station. As a result of the encroachment of the cul-de- sac, the rooms along this area would need to be pushed back 15 feet to comply with this setback standard and would detract from the efficiency of the building layout. Furthermore, the Town Center Core development area allows a zero setback along the frontage of the building along Rome Boulevard and a reduced setback along this small stretch of Riley Street would not be much different. We have also seen the City approve setback variance in locations where bus turnouts are required and impeded into required setback areas; we believe this scenario is similar in nature to other approved variances of this nature. Lastly, we believe that granting this waiver will not cause any safety issues as this is a dead street and the facility is operational 24 hours a day. We also believe that granting this waiver will not deter from the compatibility with the surrounding uses and will not compromise the intent of the applicable development goals for this planning area.

In addition, Staff has commented and indicated that a waiver would be required for an access drive from Riley Street originally portrayed on the original site plan and that additional screening would be required for any mechanical equipment in this area. We did not intend for this waiver and to address this issue we have proposed to remove this access driveway in its entirety and to provide screening in this area to meet the applicable City standards. This involves showing at the time of permits that the proposed screen wall is compatible with the architectural design of the building and

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SDR-44700 REVISED

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that the proposed wall is tall enough to screen all equipment from view within 500 feet. In addition, we will agree that an opaque gate will be located on the opening on the north side of the mechanical area and that no deliveries will be made through the mechanical area.

Finally, as part of this application, we seek a Major Modification to the Montecito Town Center Development Agreement to add the southerly 2.5 acre parcel into the overall plan area. As part of this development, the two parcels having separate ownership will be combined via a reversionary parcel map and it is preferable, by both the applicant and the City, to have the entire site and project subject to a single set of development standards. This addition will increase the overall development area from 217.5 acres to 220 acres and will not have any negative impacts to the Montecito Town Center area as a result of this modification.

For the reasons outlined above we respectively request approval of this project and its related land use entitlements outlined above. It should be noted that this type of facility has been recognized in reports from the State of Nevada to conclude that the amount of skilled nursing beds is Nevada is not keeping pace with the growth of the elderly population of the state. It should also be noted that currently there is only one similar facility in the immediate Northwest to provide services to the newly opened Centennial Hills Hospital. We sincerely believe that this proposed use will tie in well with the nearby residential, the nearby commercial center, and the existing business park located nearby.

Please feel free to contact me at our office at 369-4444 to discuss this matter further. Thank you in advance for your consideration of this request.

Sincerely,

Joe P. Gwerder

Joe P. Gwerder, PE
Sr. Vice President of Operations

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Overview:

This Status Report has been prepared in compliance with Section 5 of the Montecito Town Center Development Agreement (the "Development Agreement") by the Montecito Companies, LLC (the "Owner") for review by the City of Las Vegas Planning and Development Department (the "City"). The objective of this report is to document the status of the Montecito Town Center (the "Project") and the extent of the Owner's and City's material compliance with the terms of the Development Agreement since the adoption of the Development Agreement by Ordinance # 5464.

This Status Report is divided into 2 sections covering Residential Development Status and Commercial Development Status as is prepared for the analysis of the proposed Montecito Care Facility.

I. Residential Development Status:

Alta Montecito (APN 125-20-510-002):		373 Residential Apartments Units
Brookside by Richmond American (APN 125-20-712):		192 Single Family Residential Units
Deer Springs/Durango by Richmond American (APN 125-20-713):		97 Single Family Residential Units
	Total Developed:	**662 Dwelling Units**
	Total Allowed:	**1,807 Dwelling Units**

~~II. Commercial Development Status:~~

Existing

Durango-Dorrell Commercial (APN 125-20-114):		20,500 sf
Montecito Town Center North (APN 125-20-510):		272,500 sf
Centennial Hospital (APN 125-20-610):		354,000 sf
Montecito Lifestyle Center (APN 125-20-710):		275,000 sf
Montecito Town Center South (APN 125-20-711 & 810):		274,500 sf
	Total Developed:	**1,196,500 sf**
	Total Acreage:	**132.25 ac**
	Overall FAR:	**0.207**

Proposed

Montecito Care Facility (APN 125-20-810-001, 125-20-803-002):		71,000 sf
	Total Developed:	**1,267,500 sf**
	Total Acreage:	**137.25 ac**
	Overall FAR:	**0.212**

Breakdown

Retail	395,600 sf
Hospital	354,000 sf
Office	247,200 sf
Restaurant	74,700 sf
Medical Office	59,000 sf
School	40,000 sf
Financial	20,800 sf
Auto/Lube/Car Wash	5,200 sf
Convalescent Care	71,000 sf

Total Allowed:	**4,519,425 sf**

MOD-44703 SUP-44701
SDR-44700 REVISED

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

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

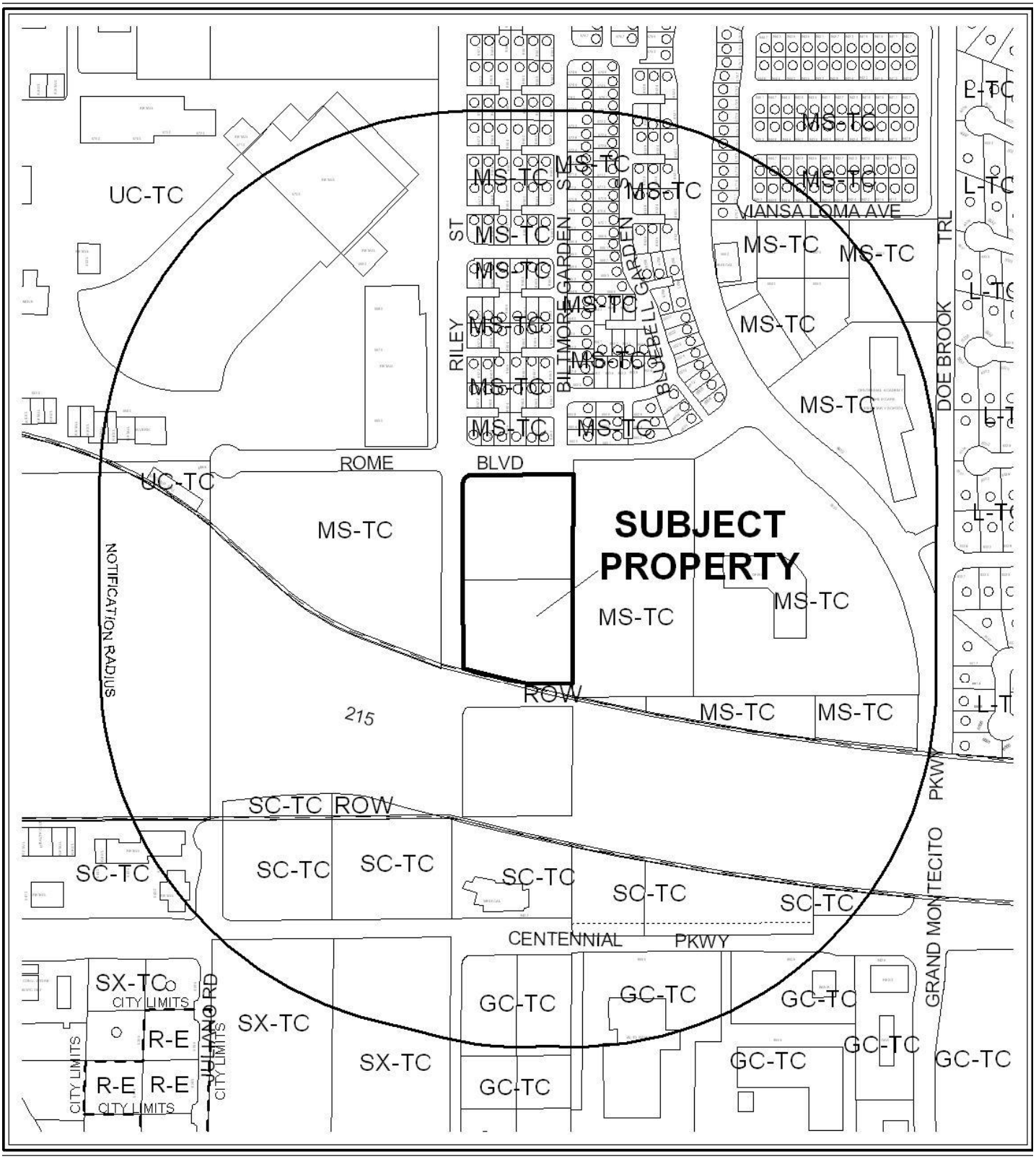
SUBJECT:
SUP-44701 - SPECIAL USE PERMIT RELATED TO MOD-44703 - PUBLIC HEARING - APPLICANT: GIZA DEVELOPMENT - OWNER: DELAWARE 118, LLC, ET AL - Request for a Special Use Permit FOR A CONGREGATE CARE FACILITY at the southeast corner of Riley Street and Rome Boulevard (APNs 125-20-810-001 and 125-20-803-002), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps – SUP-44701 and SDR-44700
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.

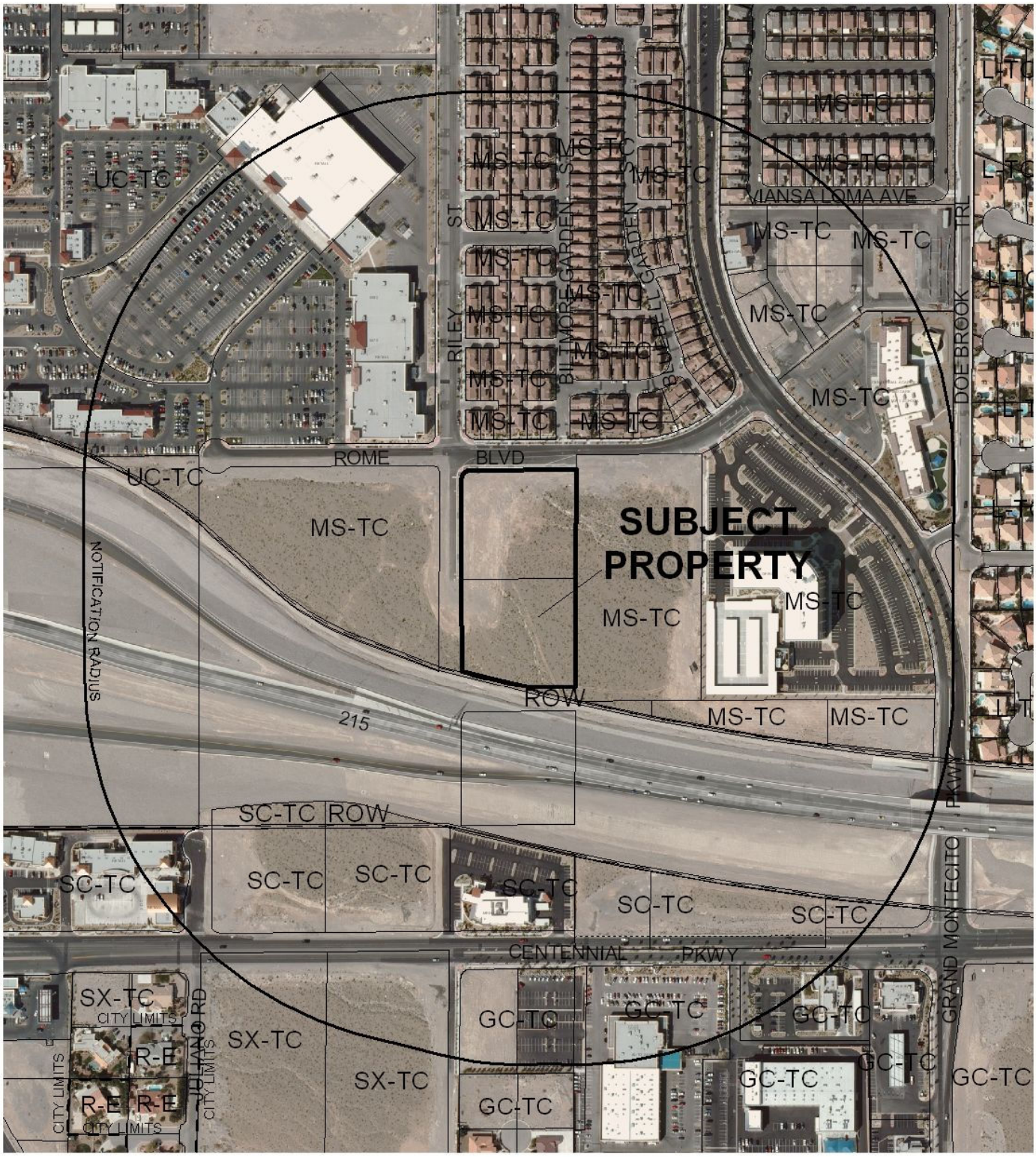


CASE: **SUP-44701 & SDR-44700**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

[MS-TC (MAIN STREET MIXED USE) SPECIAL LAND USE DESIGNATION]



0 300 600 Feet

CASE: **SUP-44701 & SDR-44700**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

[MS-TC (MAIN STREET MIXED USE) SPECIAL LAND USE DESIGNATION]

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-44701** APN: 125-20-803-002

Name of Property Owner: Rohani-Najmi Trust (Parvez Rohani, Rouhiyeh Najmi Trustees)

Name of Applicant: Giza Development

Name of Representative: RHS Management, LLC

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

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Signature of Property Owner: _____

State of Nevada
County of Clark

Print Name: PARVEZ ROHANI

Subscribed and sworn before me by Parvez Rohani.

This 22nd day of February, 20 12

_____
Notary Public in and for said County and State

KIMBERLEY THOREN
Notary Public State of Nevada
No. 11-3773-1
My Appt. Exp. December 20, 2014

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number. **SUP-44701** APN: 125-20-810-001

Name of Property Owner: Delaware 118, LLC

Name of Applicant: Giza Development

Name of Representative: RHS Management, LLC

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☒ **Yes** ☐ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: Carolyn Goodman

Partner(s): RHS Management

APN: Tucson, AZ Project

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FEB 23 2012

Signature of Property Owner: _____

Print Name: Robert Schulman

Subscribed and sworn before me

This 22nd day of February, 2012

_____
Notary Public in and for said County and State

LAURA SHANNON
Notary Public, State of Nevada
Appointment No. 07-3158-1
My Appt. Expires Jun 1, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) Southeast Corner Rome Blvd and Riley Street

Project Name Montecito Senior Living **Proposed Use** Congregate Care

Assessor's Parcel #(s) 125-20-810-001 & 125-20-803-002 **Ward #** 6 - Ross

General Plan: existing TC proposed TC **Zoning:** existing MS-TC proposed MS-TC

Commercial Square Footage 72,000 +/- **Floor Area Ratio** 0.33

Gross Acres 5.0 acres **Lots/Units** 1 **Density** Not Applicable

Additional Information In conjunction with a Site Develop. Review, Vacation and Major Mod.

PROPERTY OWNER Delaware 118, LLC **Contact** Joe P. Gwerder

Address 2810 West Charleston Blvd., Suite H-80 **Phone:** (702) 369-4444 **Fax:** (702) 892-7784

City Las Vegas **State** NV **Zip** 89102

E-mail Address Joe@LVDAG.com

APPLICANT Giza Development **Contact** Michael Wright

Address 801 North 500 West, Suite 300 **Phone:** (801) 809-3958 **Fax:** (801) 951-3190

City Bounntiful **State** Utah **Zip** 84010

E-mail Address MWright@sahara1.com

REPRESENTATIVE RHS Management, LLC **Contact** Joe P. Gwerder

Address 2810 West Charleston Blvd, Suite H-80 **Phone:** (702) 369-4444 **Fax:** (702) 892-7784

City Las Vegas **State** NV **Zip** 89102

E-mail Address Joe@LVDAG.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 Robert Schulman

Subscribed and sworn before me

This 23rd day of February, 20 12.

_____

Notary Public in and for said County and State

LAURA SHANNON
Notary Public, State of Nevada
Appointment No. 07-3158-1
My Appt. Expires Jun 1, 2015

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-44701
Meeting Date:	4-10-12
Total Fee:	1030.00
Date Received:*	2-23-12
Received By:	JFmd

*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: Special Use Permit

Project Address (Location) Southeast Corner Rome Blvd and Riley Street

Project Name Montecito Senior Living **Proposed Use** Congregate Care

Assessor's Parcel #(s) 125-20-810-001 & 125-20-803-002 **Ward #** 6 - Ross

General Plan: existing TC proposed TC **Zoning:** existing MS-TC proposed MS-TC

Commercial Square Footage 72,000 +/- **Floor Area Ratio** 0.33

Gross Acres 5.0 acres **Lots/Units** 1 **Density** Not Applicable

Additional Information In conjunction with a SDR, Vacation, and Major Modification

PROPERTY OWNER Rohani-Najmi Trust **Contact** Parvez Rohani & R. Najmi

Address 7901 Rockwind Court **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89117

E-mail Address

APPLICANT Giza Development **Contact** Michael Wright

Address 801 North 500 West, Suite 300 **Phone:** (801) 809-3958 **Fax:** (801) 951-3190

City Bounntiful **State** Utah **Zip** 84010

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Address 2810 West Charleston Blvd, Suite H-80 **Phone:** (702) 369-4444 **Fax:** (702) 892-7784

City Las Vegas **State** NV **Zip** 89102

E-mail Address Joe@LVDAG.com

County of Clark
State of Nevada

Property Owner Signature* Parvez Rohani

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name PARVEZ ROHANI

Subscribed and sworn before me by Parvez Rohani.

This 22nd day of February, 20 12.

Kimberly Thoren

Notary Public in and for said County and State

KIMBERLEY THOREN
Notary Public State of Nevada
No. 11-3773-1
My Appt. Exp. December 20, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP-44701
Meeting Date:	4-10-12
Total Fee:	1030.60
Date Received:*	2-23-12
Received By:	JFM

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
SDR-44700 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-44703 AND SUP-44701 - PUBLIC HEARING - APPLICANT: GIZA DEVELOPMENT - OWNER: DELAWARE 118, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED SINGLE-STORY, 70,539 SQUARE-FOOT CONGREGATE CARE FACILITY WITH 60 CONVALESCENT CARE BEDS AND 34 ASSISTED LIVING UNITS WITH WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS TO ALLOW NONE OF THE BUILDING TO BE BUILT TO THE FRONT SETBACK LINE WHERE A MINIMUM OF 80 PERCENT IS REQUIRED AND A ZERO-FOOT CORNER SIDE YARD SETBACK WHERE 15 FEET IS REQUIRED; A WAIVER OF MONTECITO TOWN CENTER DEVELOPMENT STANDARDS TO ALLOW A SERVICE AREA TO BE LOCATED WITHIN PUBLIC VIEW AND WITHOUT SCREENING WHERE SUCH IS NOT ALLOWED; AND A CORRESPONDING REQUEST FOR ENCROACHMENT INTO THE ROME BOULEVARD AND RILEY STREET PUBLIC RIGHTS-OF-WAY on 3.99 acres at the southeast corner of Riley Street and Rome Boulevard (APNs 125-20-810-001 and 125-20-803-002), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-44700** APN: 125-20-810-001

Name of Property Owner: Delaware 118, LLC

Name of Applicant: Giza Development

Name of Representative: RHS Management, LLC

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☒ **Yes** ☐ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: Carolyn Goodman

Partner(s): RHS Management

APN: Tucson, AZ Project

Signature of Property Owner: _____

Print Name: Robert Schulman

Subscribed and sworn before me

This 22nd day of February, 2010

_____

Notary Public in and for said County and State

LAURA SHANNON
Notary Public, State of Nevada
Appointment No. 07-3158-1
My Appt. Expires Jun 1, 2015

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number SDR-44700 APN: 125-20-803-002

Name of Property Owner: Rohani-Najmi Trust (Parvez Rohani, Rouhiyeh Najmi Trustees)

Name of Applicant: Giza Development

Name of Representative: RHS Management, LLC

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Parvez Rohani

State of Nevada
County of Clark

Print Name: PARVEZ ROHANI

Subscribed and sworn before me by Parvez Rohani

This 22nd day of February, 2012

Kimberly Thoren
Notary Public in and for said County and State

KIMBERLEY THOREN
Notary Public State of Nevada
No. 11-3773-1
My Appt. Exp. December 20, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) Southeast Corner Rome Blvd and Riley Street

Project Name Montecito Senior Living **Proposed Use** Congregate Care

Assessor's Parcel #(s) 125-20-810-001 & 125-20-803-002 **Ward #** 6 - Ross

General Plan: existing TC proposed TC **Zoning:** existing MS-TC proposed MS-TC

Commercial Square Footage 72,000 +/- **Floor Area Ratio** 0.33

Gross Acres 5.0 acres **Lots/Units** 1 **Density** Not Applicable

Additional Information In conjunction with a SUP, Vacation, and Major Modification

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Address 7901 Rockwind Court **Phone:** **Fax:**

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E-mail Address

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Address 801 North 500 West, Suite 300 **Phone:** (801) 809-3958 **Fax:** (801) 951-3190

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E-mail Address MWright@sahara1.com

REPRESENTATIVE RHS Management, LLC **Contact** Joe P. Gwerder

Address 2810 West Charleston Blvd. Suite H-80 **Phone:** (702) 369-4444 **Fax:** (702) 892-7784

City Las Vegas **State** NV **Zip** 89102

E-mail Address Joe@LVDAG.com

State of Nevada
County of Clark

Property Owner Signature* Parvez Rohani

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name PARVEZ ROHANI

Subscribed and sworn before me by Parvez Rohani.

This 22nd day of February, 20 12.

Kimberly Thoren

Notary Public in and for said County and State

KIMBERLEY THOREN
Notary Public State of Nevada
No. 11-3773-1
My Appt. Exp. December 20, 2014

FOR DEPARTMENT USE ONLY

Case #	SDR-44700
Meeting Date:	4-10-12
Total Fee:	$1030.00
Date Received:*	2-23-12
Received By:	JFreed

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) Southeast Corner Rome Blvd and Riley Street

Project Name Montecito Senior Living **Proposed Use** Congregate Care

Assessor's Parcel #(s) 125-20-810-001 & 125-20-803-002 **Ward #** 6 - Ross

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Additional Information In conjunction with a SUP, Vacation and Major Mod.

PROPERTY OWNER Delaware 118, LLC **Contact** Joe P. Gwerder

Address 2810 West Charleston Blvd., Suite H-80 **Phone:** (702) 369-4444 **Fax:** (702) 892-7784

City Las Vegas **State** NV **Zip** 89102

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Property Owner Signature* _____

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Print Name Robert Schulman

Subscribed and sworn before me

This 22nd day of February, 20 12.

_____

Notary Public in and for said County and State

LAURA SHANNON
Notary Public, State of Nevada
Appointment No. 07-3158-1
My Appt. Expires Jun 1, 2015

FOR DEPARTMENT USE ONLY

Case #	SDR-44700
Meeting Date:	4-10-12
Total Fee:	1030.00
Date Received:*	2-23-12
Received By:	JFM

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

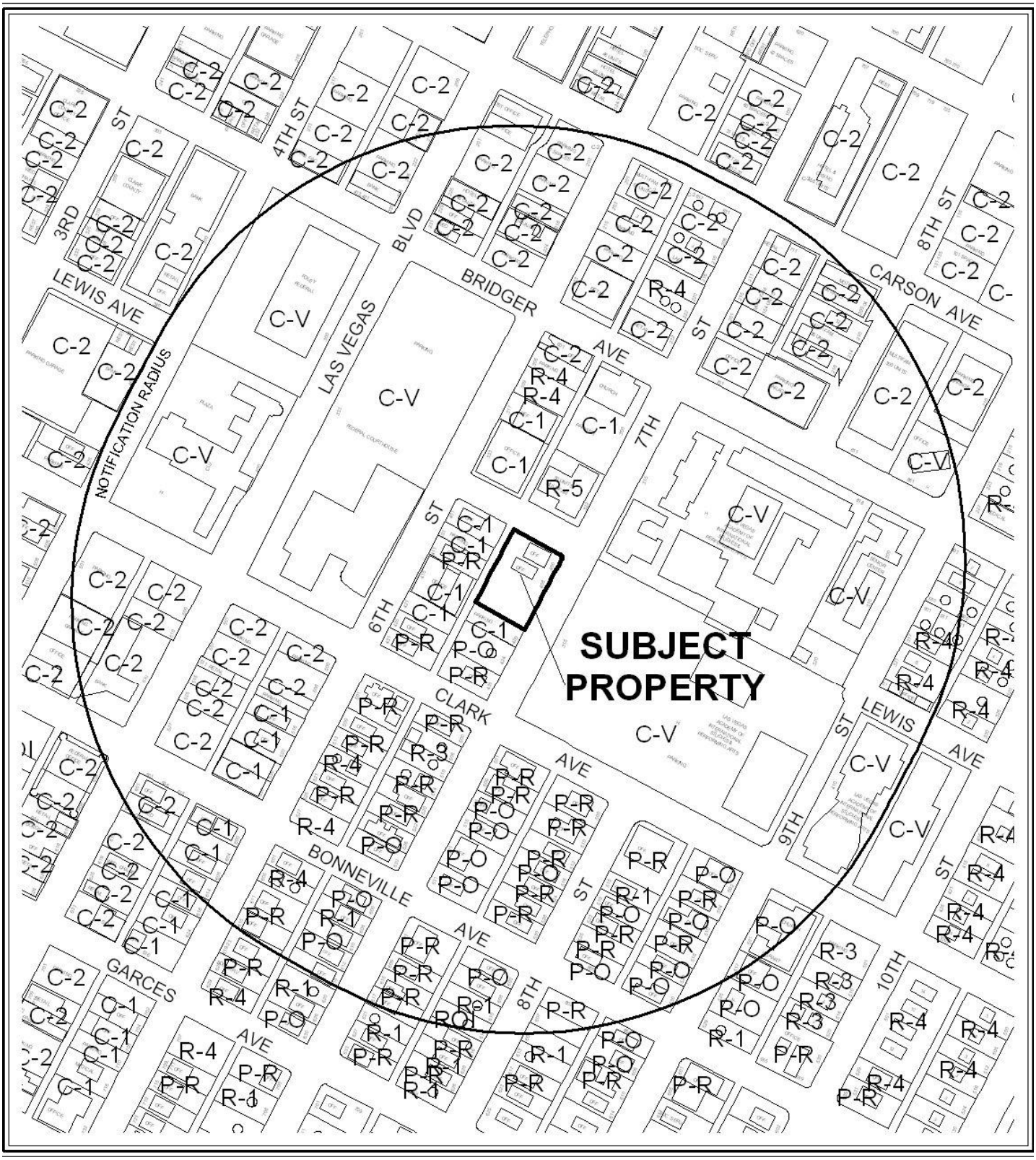
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-44710 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: EVAPS, LLC - For possible action on a request for a Variance TO ALLOW 100 PARKING SPACES WHERE 156 SPACES ARE REQUIRED on 0.65 acres at 400 South 7th Street (APN 139-34-701-009), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-44710 and SDR-44708
2. Conditions and Staff Report - VAR-44710 and SDR-44708
3. Supporting Documentation
4. Photos - VAR-44710 and SDR-44708
5. Justification Letter - VAR-44710 and SDR-44708
6. Backup referenced from the April 10, 2012 Planning Commission Meeting Items – VAR-4470 and SDR-44708



0 300 600 Feet

CASE: **VAR-44710 & SDR-44708**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

0 300 600 Feet

CASE: **VAR-44710 & SDR-44708**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: EVAPS, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-44710	Staff recommends DENIAL, if approved subject to conditions:	SDR-44708
SDR-44708	Staff recommends DENIAL, if approved subject to conditions:	VAR-44710

** CONDITIONS **

VAR-44710 CONDITIONS

Planning

1. The applicant shall submit the twenty-five space Parking Lease to the City Attorney's Office for approval as to form and an acceptable duration to ensure adequate parking.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-39121) and Variance (VAR-39122).

3. Approval of and conformance to the conditions of approval for Site Development Plan Review (SDR-44708).

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. 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.

MH

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-44708 CONDITIONS

Planning

1. Site Development Plan Review (SDR-41047) and Variance (VAR-41054) are hereby expunged.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-39121) and Variance (VAR-39122).

3. Approval of, and conformance to the conditions of approval for Variance (VAR-44710).

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All development shall be in conformance with the site plan and building elevations, date stamped 02/23/12, except as amended by conditions herein.

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. A revised site plan shall be submitted to and approved by the Department of Planning Department, prior to the time application is made for a building permit, to reflect the changes herein.

9. 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.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Site development to comply with all previously approved conditions of approval for SDR-39121 and all other applicable site-related actions.

Staff Report Page One
May 16, 2012 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is the second major amendment to the approved Site Development Plan (SDR-39121) that allowed a proposed five-story, 55,132 square-foot office building with subterranean parking levels. This development proposal was concurrently approved with a Variance (VAR-39122) to allow no front, corner side, and side yard setbacks and waivers to the required landscape buffer requirements that have not been exercised, but remain active. Since that time, there has been an approved amendment (SDR-41047) that removed one level of parking, which was accompanied by a Variance (VAR-41054) to allow 160 parking spaces where 184 are required. The proposed amendment will retain the approved building footprint, but will remove one subterranean parking level and one floor of office space for a four-story, 73-foot tall building with 46,800 square-feet of office space. This proposal will require a Variance to allow 100 parking spaces where 156 spaces are required; because of the deficient parking staff recommends denial of the requested Site Development Plan Review and the accompanying Variance. If denied, the current entitlements (VAR-39122, SDR-39121, VAR-41054, and SDR-41047) will apply.

ISSUES

- If approved, the previous amendment (SDR-41047) and related Variance for reduced onsite parking (VAR-41054) will be expunged.
- The proposed building height is reduced from five stories/120 feet to four stories/73 feet.
- The proposed building gross floor area is reduced from 55,132 square-feet to 46,800 square-feet.
- A previous Variance (VAR-40154) was approved for a 13% parking deficiency (160 spaces where 184 are required), but has now been increased to a 35% parking deficiency (100 spaces where 156 are required).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/23/10	The technical review for a Reversionary Map (PMP-38638) was approved by Planning and Development staff for a reversion to acreage for four lots, approximately .65 acres. The map was recorded on 9/17/10.

12/01/10	The City Council approved the request for a Site Development Plan Review (SDR-39121) for a proposed five-story, 120-foot tall, 55,132 square-foot Office building with Waivers of the perimeter landscape buffer width requirements to allow zero-foot buffers where 15 feet is required on the north and east perimeters and eight feet is required on the south and west perimeters and a related Variance (VAR-39122) to allow zero-foot setbacks where a 10-foot side yard, 15-foot corner side yard, and 20-foot front and rear yard setbacks are required, and to allow 86% lot coverage where 50% lot coverage is the maximum allowed on 0.65 acres at 400 South 7th Street. The Planning Commission recommended approval with staff recommending denial.
07/20/11	The City Council approved the request for a Major Amendment (SDR-41047) to an approved Site Development Plan Review (SDR-39121) to eliminate one level of required parking consisting of 24 spaces from an underground garage and a related Variance (VAR-41054) to allow 160 parking spaces where 184 spaces are required at 400 South 7th Street. The Planning Commission recommended approval with staff recommending denial.
04/10/12	The Planning Commission voted (6-0) to recommend APPROVAL of companion items VAR—44710 and SDR-44708 (PC Agenda Items 27-28/mh).

Most Recent Change of Ownership	
03/02/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/09/11	A demolition permit (#200792) was issued for the removal of two structures at 400 South 7th Street. This permit received final inspection on 02/15/12.
06/27/11	A building permit (#190638) for onsite improvements to the subject site has been submitted, but is currently under review and has not been issued.

Pre-Application Meeting	
02/16/12	Staff reviewed the requirements for a major amendment to remove one parking level and one office floor of an approved entitlement for a proposed office development. It was determined that a Variance request would also be required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/01/12	Staff visited the site and found it in the stages of clearing and grading. It is noted that the site has restricted access and is clean and maintained.

Details of Application Request	
Site Area	
Net Acres	0.64

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	C (Commercial)	C-1 (Limited Commercial)
North	Apartments	C (Commercial)	C-1 (Limited Commercial)
South	Undeveloped	C (Commercial)	R-3 (Medium Density Residential)
East	Public School, Secondary	PF (Public Facilities)	C-V (Civic)
West	Office, Other Than Listed	C (Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
H (Historic Designation)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08, the following standards apply:

Standard	***Approved (SDR-39121 & VAR-39122)***	***Provided***	***Compliance***
Min. Setbacks			
• Front	0 Feet	10 Feet	Y
• Side	0 Feet	10 Feet	Y
• Corner	0 Feet	15 Feet	Y
• Rear	0 Feet	20 Feet	Y
Max. Lot Coverage	50 %	86 %	Y
Building Height	120 Feet (96 Feet to TOS)	73 Feet	Y

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Approved (SDR-39121)***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	0 Trees	0 Trees	Y
• South	1 Tree / 30 Linear Feet	0 Trees	0 Trees	Y
• East	1 Tree / 20 Linear Feet	0 Trees	0 Trees	Y
• West	1 Tree / 0 Linear Feet	0 Trees	0 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	0 Feet		0 Feet	Y
• South	0 Feet		0 Feet	Y
• East	0 Feet		0 Feet	Y
• West	0 Feet		0 Feet	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Approved (VAR-41054)***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other Than Listed	46,800 SF	1:300 SF					
TOTAL SPACES REQUIRED			156		100		
Regular and Handicap Spaces Required			152	4	96	4	N
Percent Deviation			35 %				

ANALYSIS

The applicant proposes to amend the originally approved Site Development Plan Review (SDR-31921) by eliminating one more subterranean parking level and one floor of office spaces. The most recent entitlements, VAR-41054 and SDR-41047, removed one level of subterranean parking, but retained the original gross floor area and building height. The resulting reduction in provided parking area was allowed by the Variance (VAR-41054) to allow 160 parking spaces where 184 spaces are required. Due to financial circumstances, the applicant will not be utilizing the subterranean parking levels as originally proposed; therefore, this requested amendment seeks a reduction in building area and height to offset the increased parking deficiency. Specifically, the proposed plans create a 56 parking space deficiency where the approved

Variance (VAR-41054) had allowed a parking deficiency of 24 spaces. The building footprint and setbacks remain consistent with the original approvals and the applicable entitlements for no building setbacks and landscape buffers will remain. Because this proposal depends on the approval of a Variance that is self-imposed and preferential in nature, staff recommends denial of the requested amendments to the approved development.

FINDINGS (VAR-44710)

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 reducing the amount of proposed parking with the reduction in the provided onsite parking. The alternative of retaining the subterranean parking garage, as approved, would allow conformance to the Title 19.12 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-44708)

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 development is not compatible with adjacent development, as it will be severely parking deficient, as is evidenced by the requested variance.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed amendment to the approved office building is not consistent with the Title 19.12 requirements, as it creates a substantial parking deficiency. The current entitlements have made the appropriate accommodations for development requirements.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access and circulation remain consistent with the original Site Development Plan Review (SDR-39121) and will not negatively impact adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building and landscape materials remain consistent with what has been approved by the original Site Development Plan Review SDR-39121.

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 building elevations and design characteristics remain consistent with the original Site Development Plan Review approval SDR-39121, although reduced in stature from a five-story structure to a four-story structure.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed development will be subject to inspection during both building construction and business licensing and will, therefore not compromise the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 129 (By City Clerk)

APPROVALS 0

PROTESTS 1

MH

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-44710** APN: 139-34-701-009

Name of Property Owner: EVAPS, LLC

Name of Applicant: EVAPS, LLC

Name of Representative: DesignCell Architecture

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: Robert T. Eglet

Subscribed and sworn before me

This 22 day of February, 2012

Kathryn D. Hardesty

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 30, 2012

RECEIVED
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City of Las Vegas
Department of Planning

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance to section 19.04 / office on-site parking requirement

Project Address (Location) 400 South 7th Street

Project Name Law Offices **Proposed Use** Office

Assessor's Parcel #(s) 139-34-701-009 **Ward #** 3 - Bob Coffin

General Plan: existing C proposed C **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 46,800 SF gross **Floor Area Ratio**

Gross Acres 0.65 net **Lots/Units** 1 **Density**

Additional Information Multi-story office building with parking garage

PROPERTY OWNER EVAPS, LLC **Contact** Robert T. Eglet

Address 400 South 4th Street #600 **Phone:** (702) 450-5400 **Fax:** (702) 450-5451

City Las Vegas **State** NV **Zip** 89101

E-mail Address n/a

APPLICANT -Same as Property Owner- **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE DesignCell Architecture **Contact** Scott Brown, Architect

Address 10777 West Twain Ave. #125 **Phone:** (702) 403-1575 **Fax:** (877) 403-1575

City Las Vegas **State** NV **Zip** 89135

E-mail Address scott@designcell.cc

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 Robert T. Eglet

Subscribed and sworn before me

This 22 day of February, 2012.

Kathryn D. Hardesty

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 30, 2012

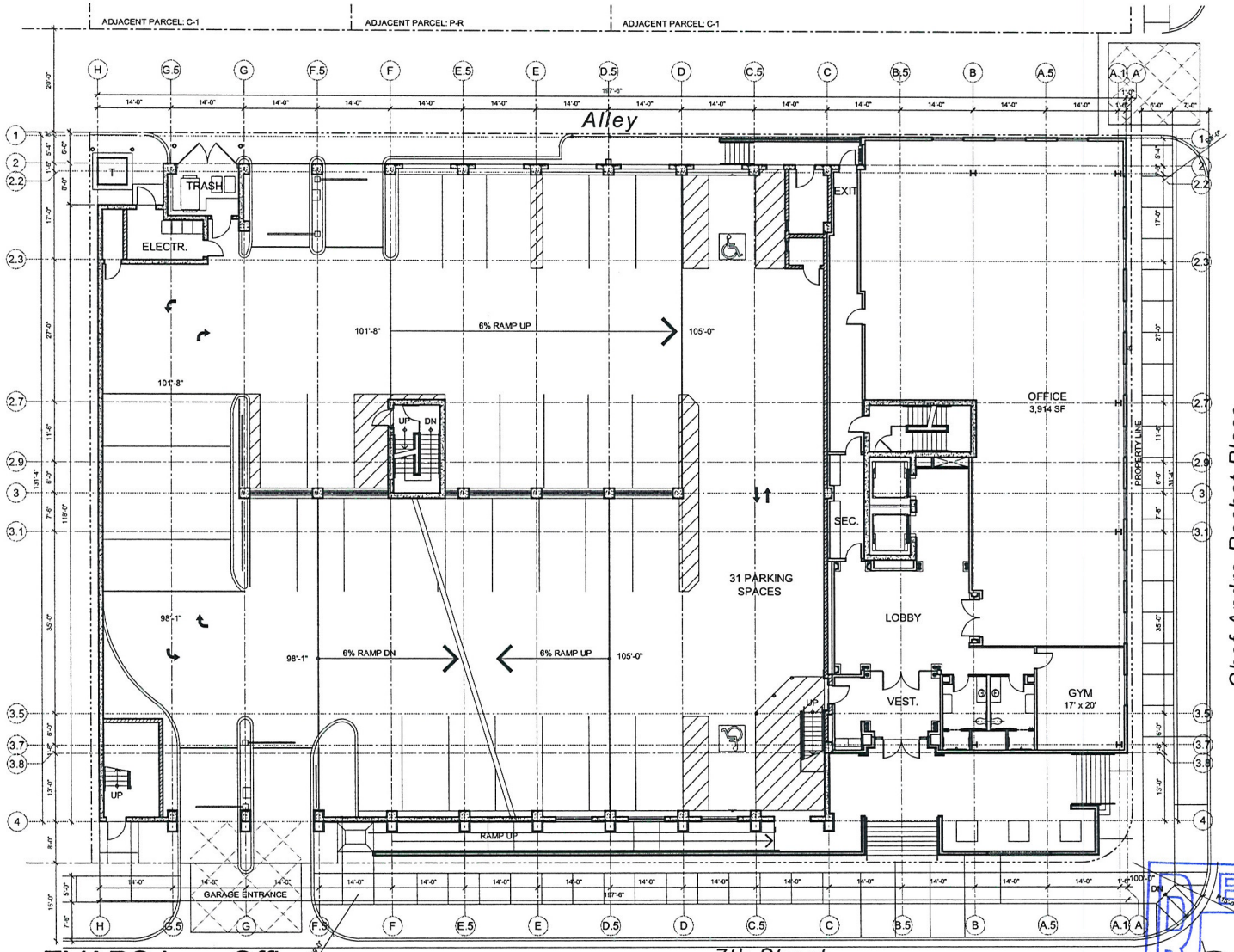
FOR DEPARTMENT USE ONLY

Case #	VAR-44710
Meeting Date:	4/10/2012
Total Fee:	$830.00
Date Received:*	2/23/2012
Received By:	MREV

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



1 LEVEL

SITE DATA

APN #	139-34-710-030 139-34-710-031 139-34-710-032 139-34-710-033	
CURRENT ZONING	C-1	
SITE AREA (NET)	28,000 SF	
BUILDING AREAS:		
OFFICE (GROSS):	LEVEL 1	6,500 SF
	LEVEL 2	N/A
	LEVEL 3	20,100 SF
	LEVEL 4	20,200 SF
TOTAL OFFICE:		46,800 SF GROSS
PARKING GARAGE:	LEVEL 2	14,100 SF
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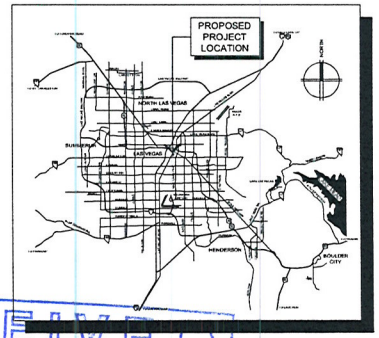
TOTAL PARKING GARAGE:		49,200 SF GROSS
PARKING REQUIRED:		
OFFICE (GROSS) (1/300 SF):		156 SPACES
PARKING PROVIDED:		
PARKING GARAGE:		100 SPACES (4 ACCESSIBLE)
REMOTE LOT:		25 SPACES (1 ACCESSIBLE)
TOTAL:		126 SPACES (5 ACCESSIBLE)
F.A.R (OFFICE+PKG. GARAGE) / SITE:		3.4

VICINITY MAP



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Department of Planning

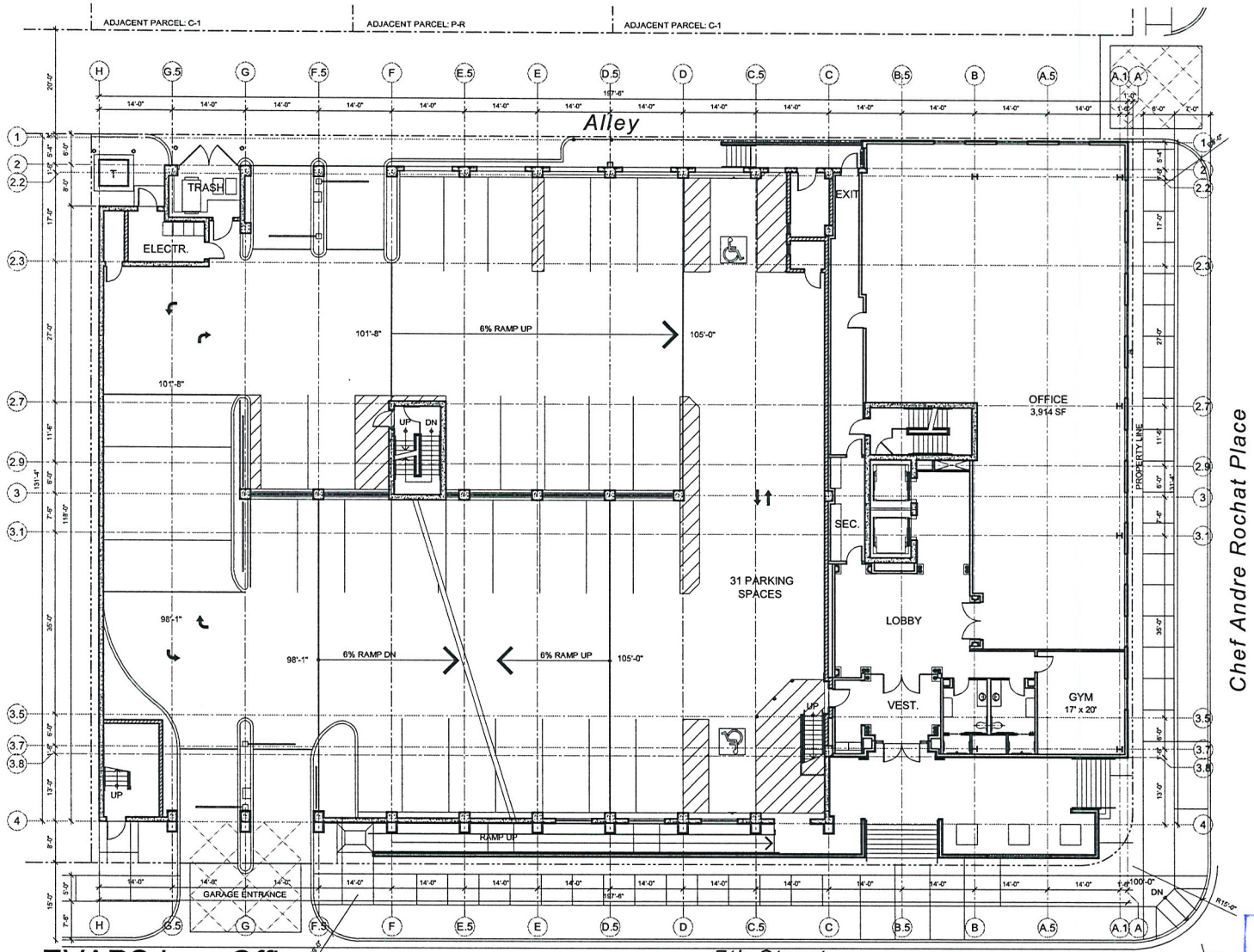
EVAPS Law Offices
400 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101

PRELIMINARY FLOOR PLANS
SCALE: 1" = 20'-0"
FEBRUARY 23, 2012

0 10' 20' 40'

designcell
10777 W.TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

VAR-44710
SDR-44708



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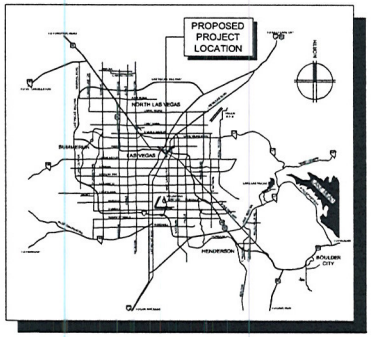

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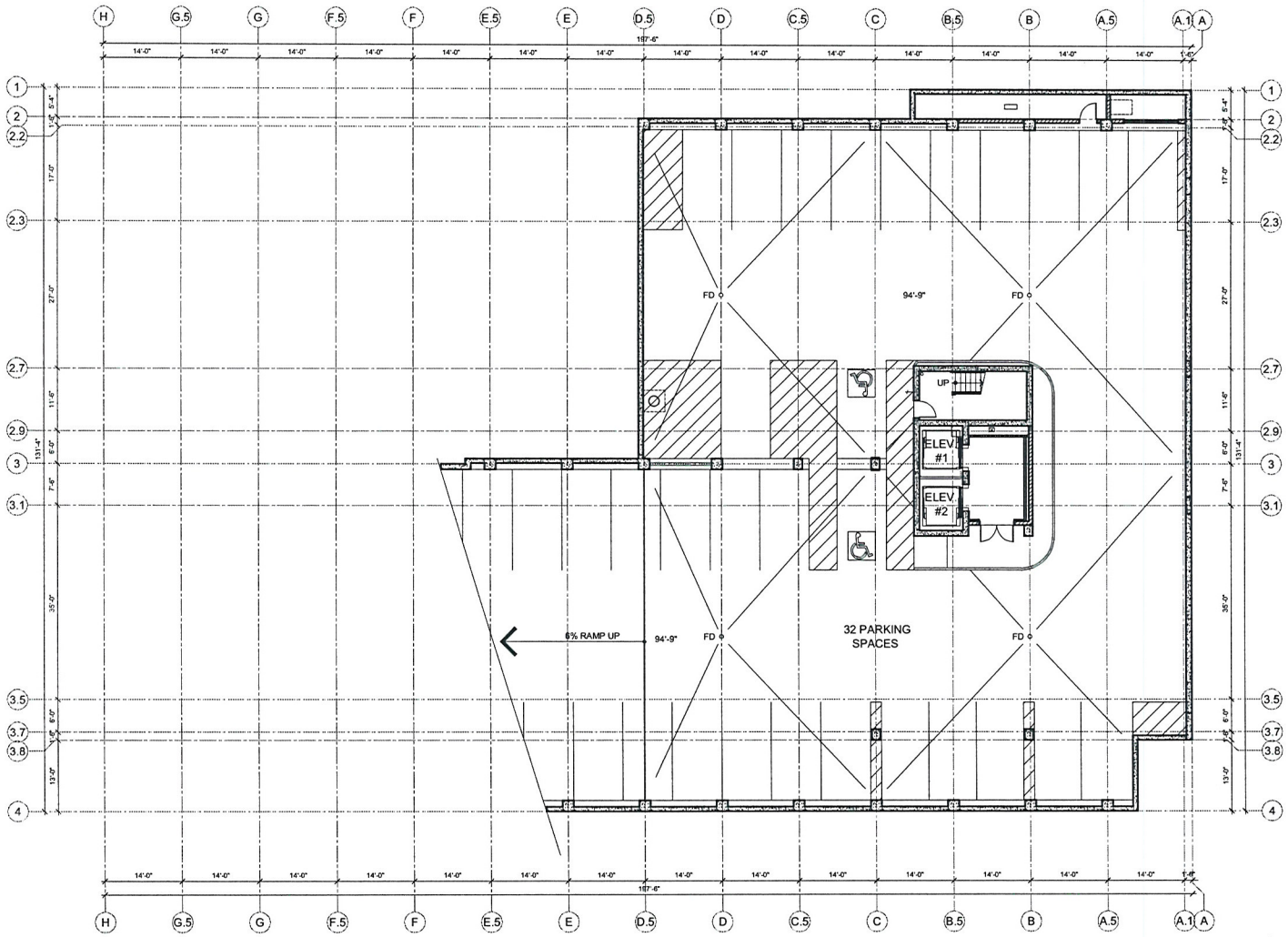
City of Las V
Department of Plan

VAR-44710
SDR-44708

P1 LEVEL



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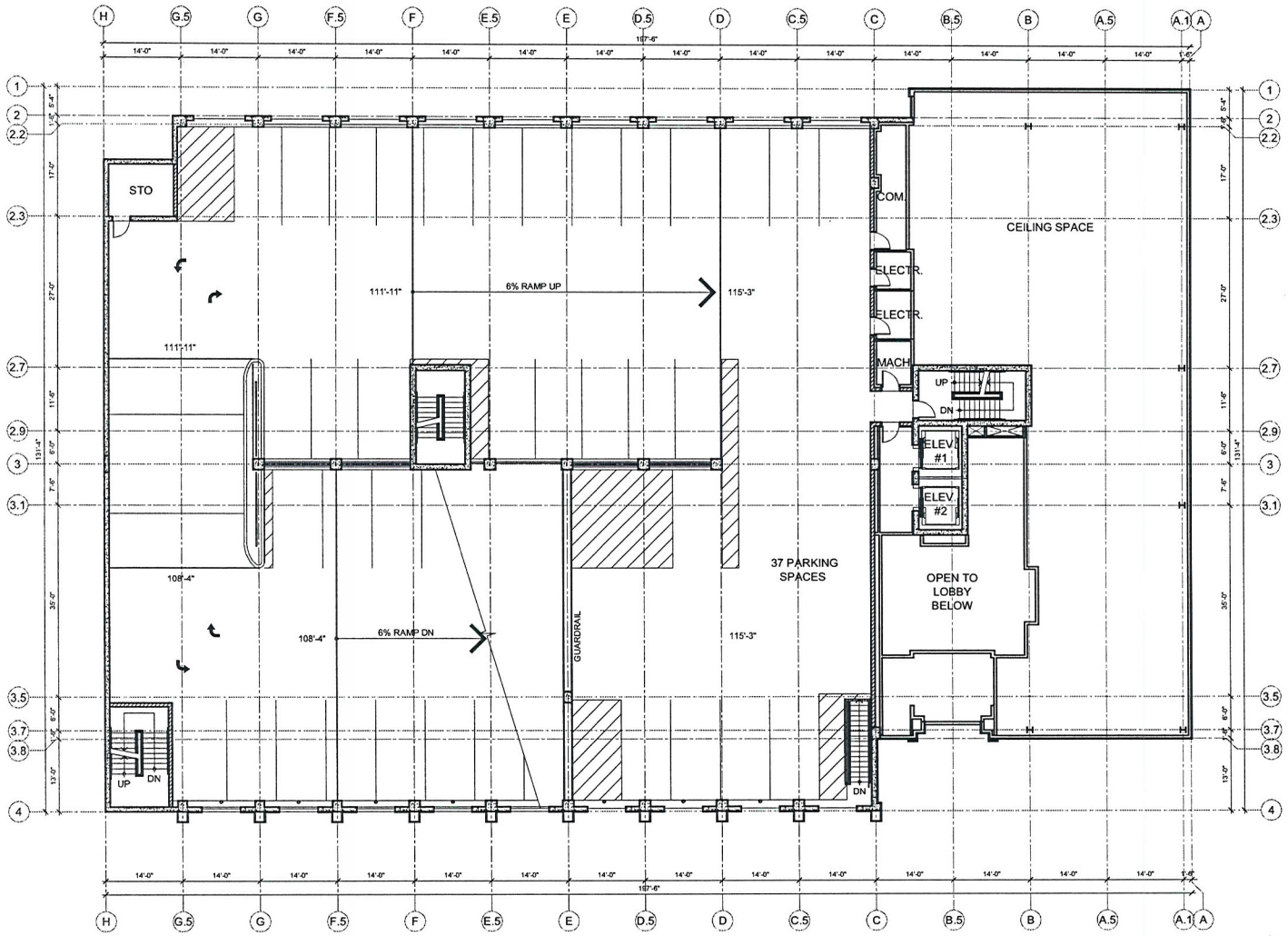

2 LEVEL

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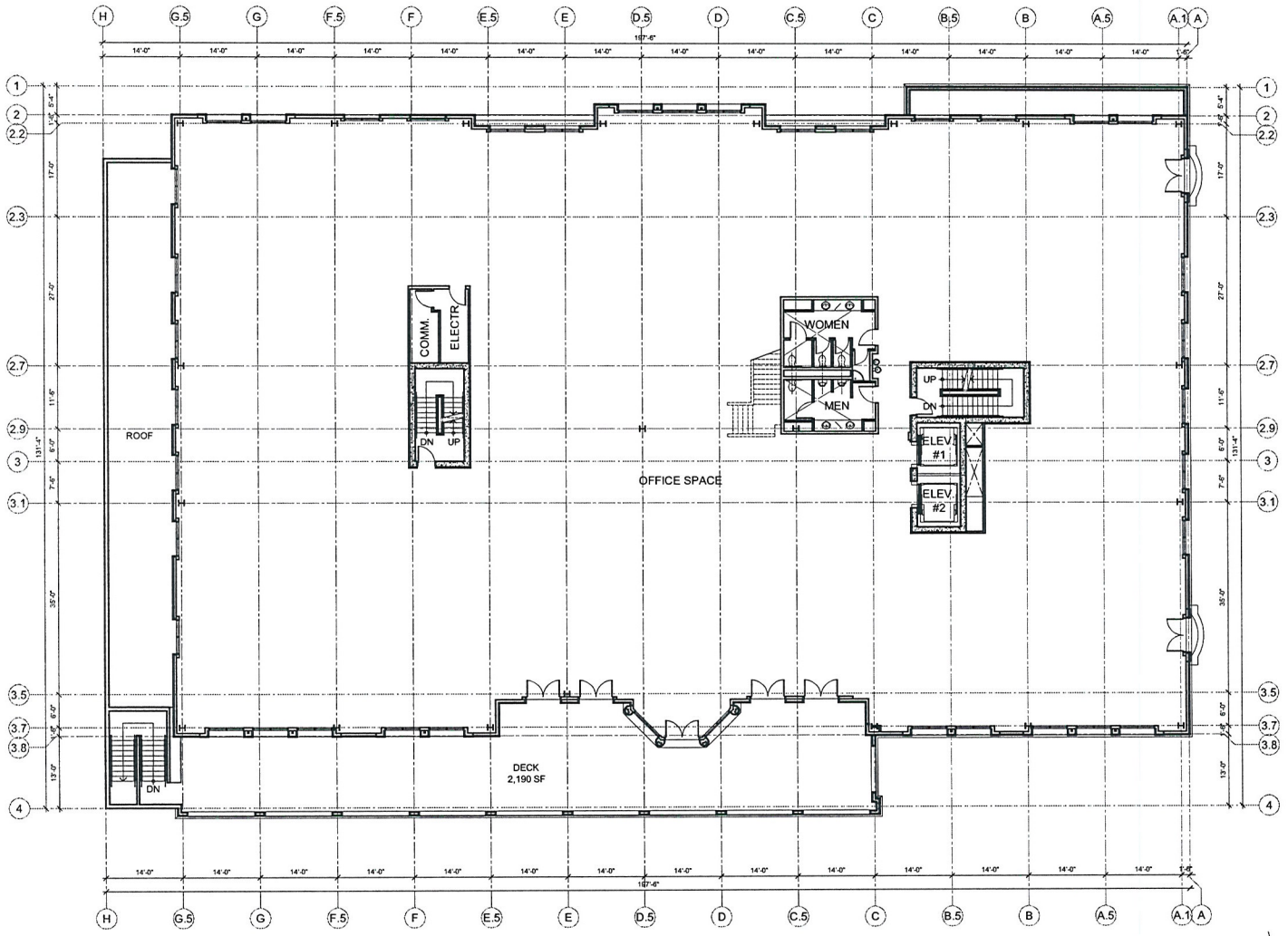

3 LEVEL

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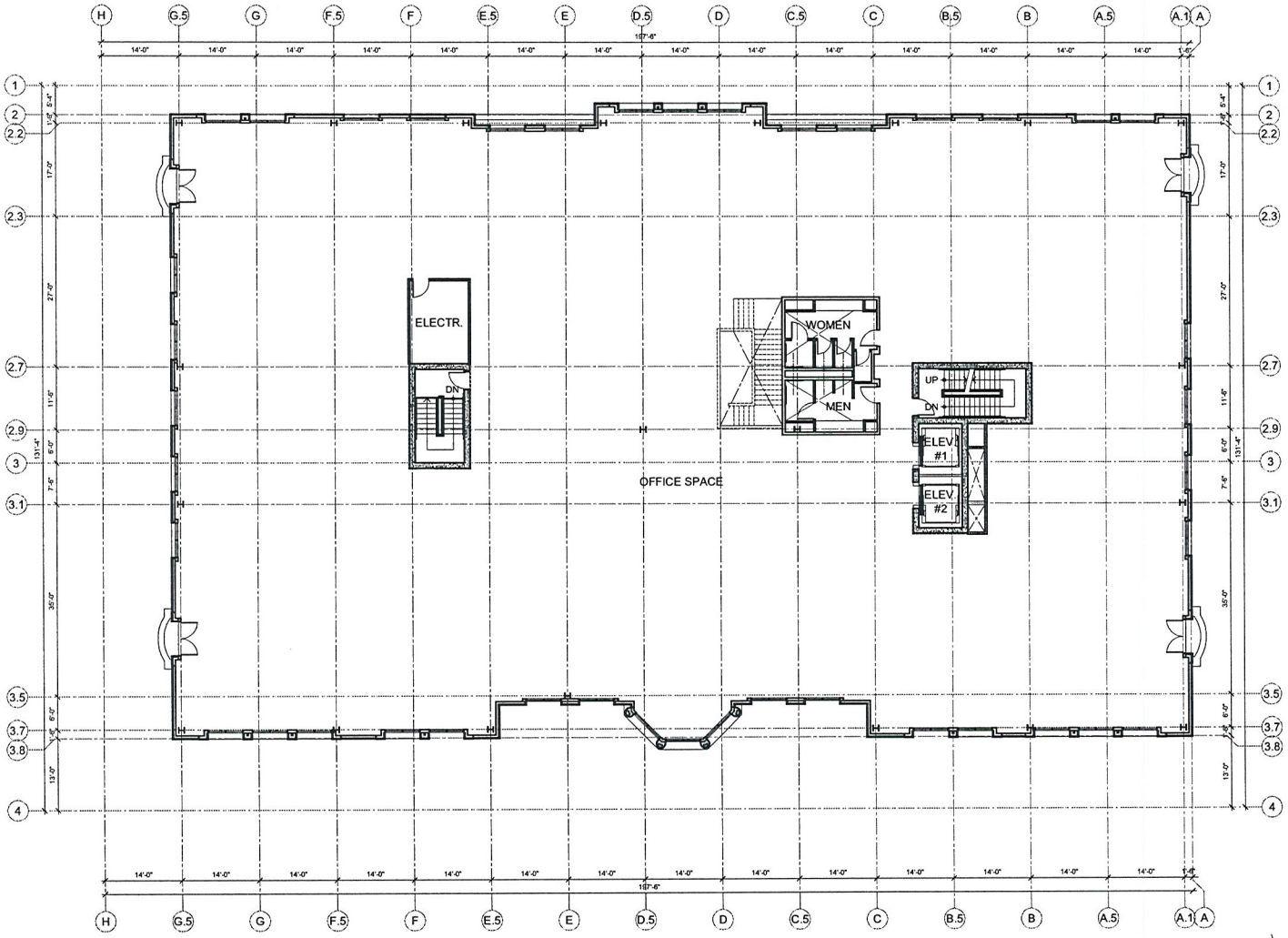

4 LEVEL

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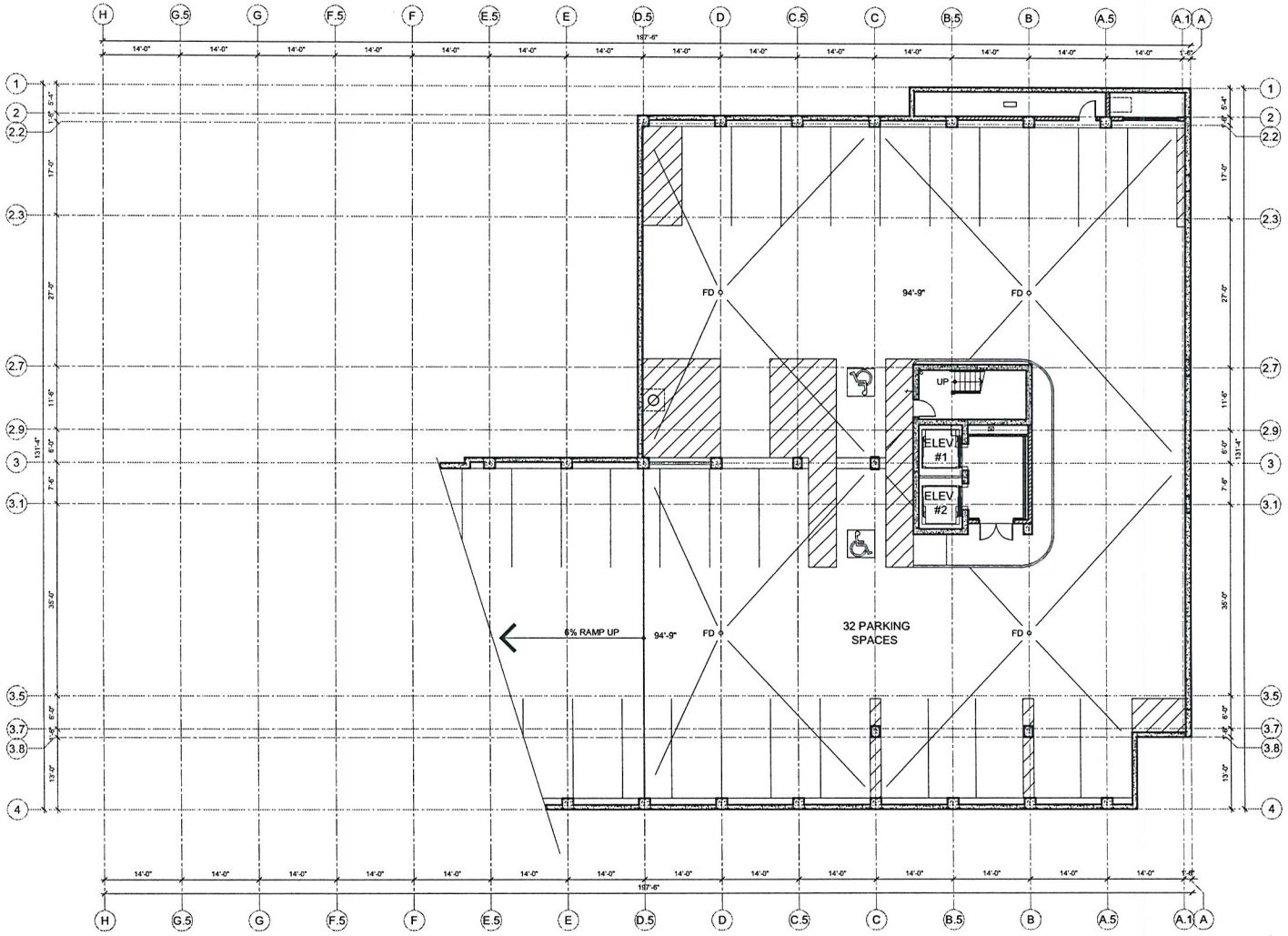

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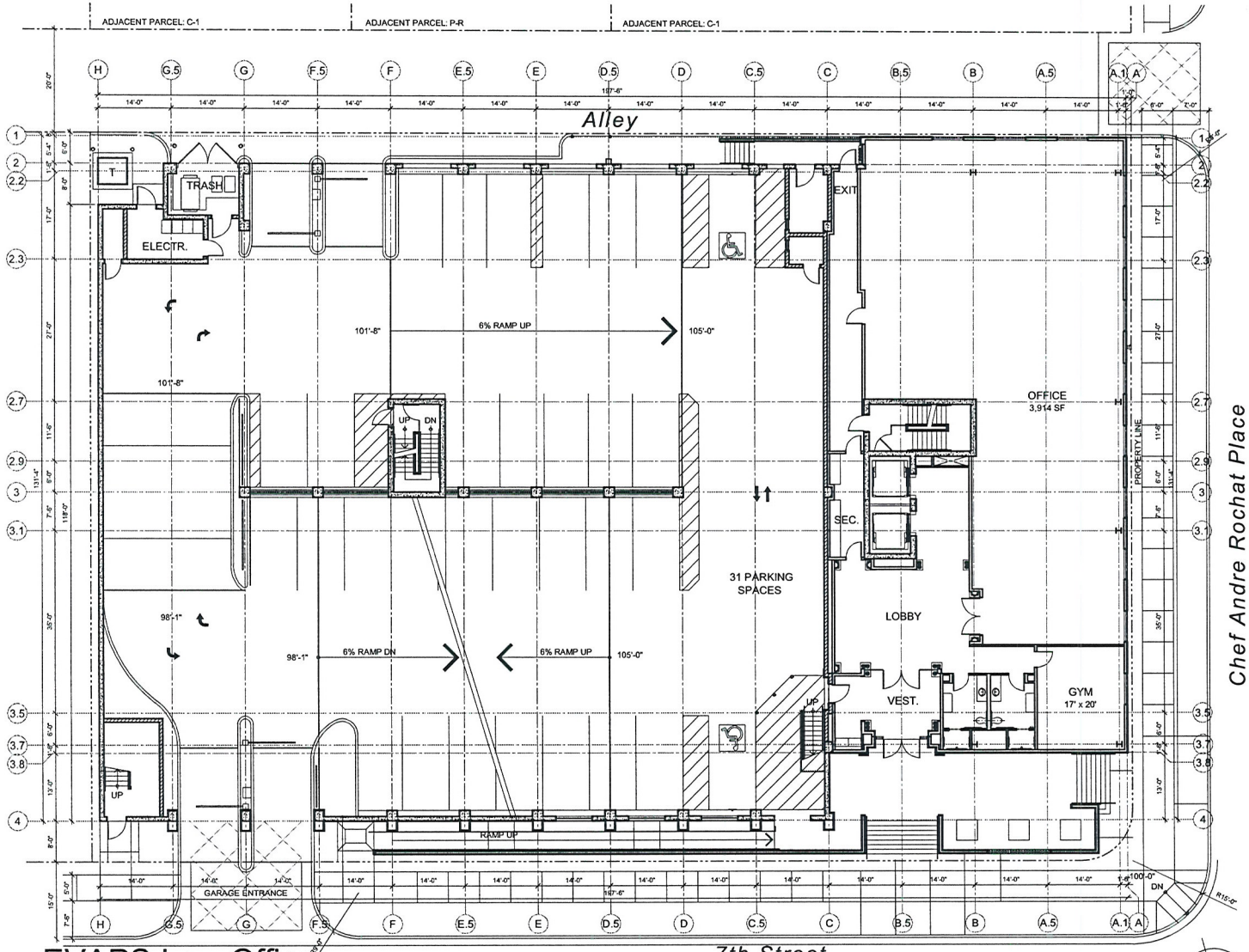

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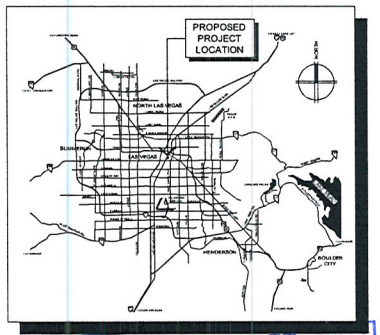

EVAPS Law Offices

400 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101

PRELIMINARY FLOOR PLANS
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FEBRUARY 23, 2012

designcell
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LAS VEGAS, NV 89135 WWW.DESIGNCELL.CO

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VAR-44710
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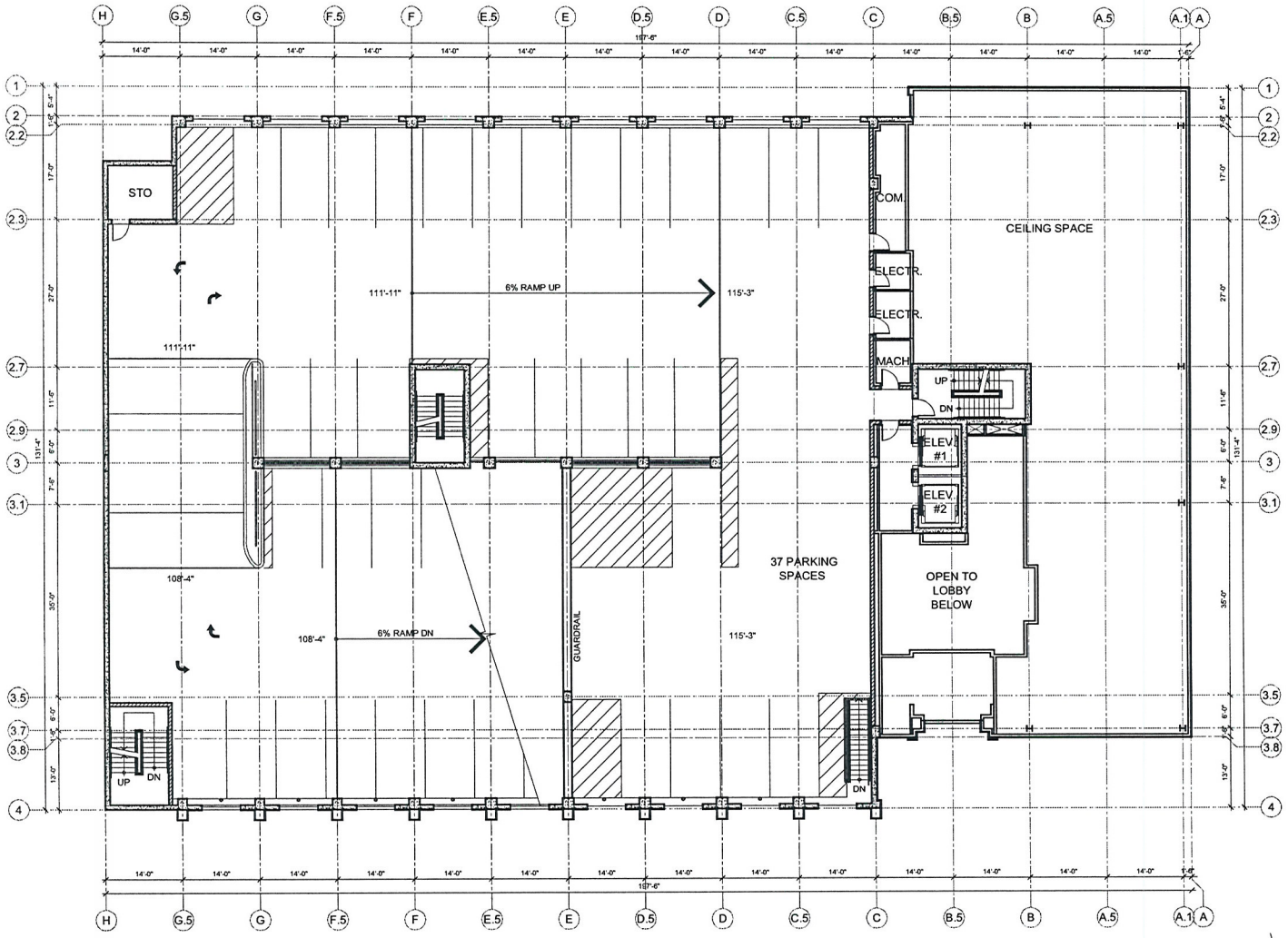

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400 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101

PRELIMINARY FLOOR PLANS
SCALE: 1" = 20'-0"
FEBRUARY 23, 2012

0 10' 20' 40'

NORTH

2 LEVEL

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designcell
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SDR-44708

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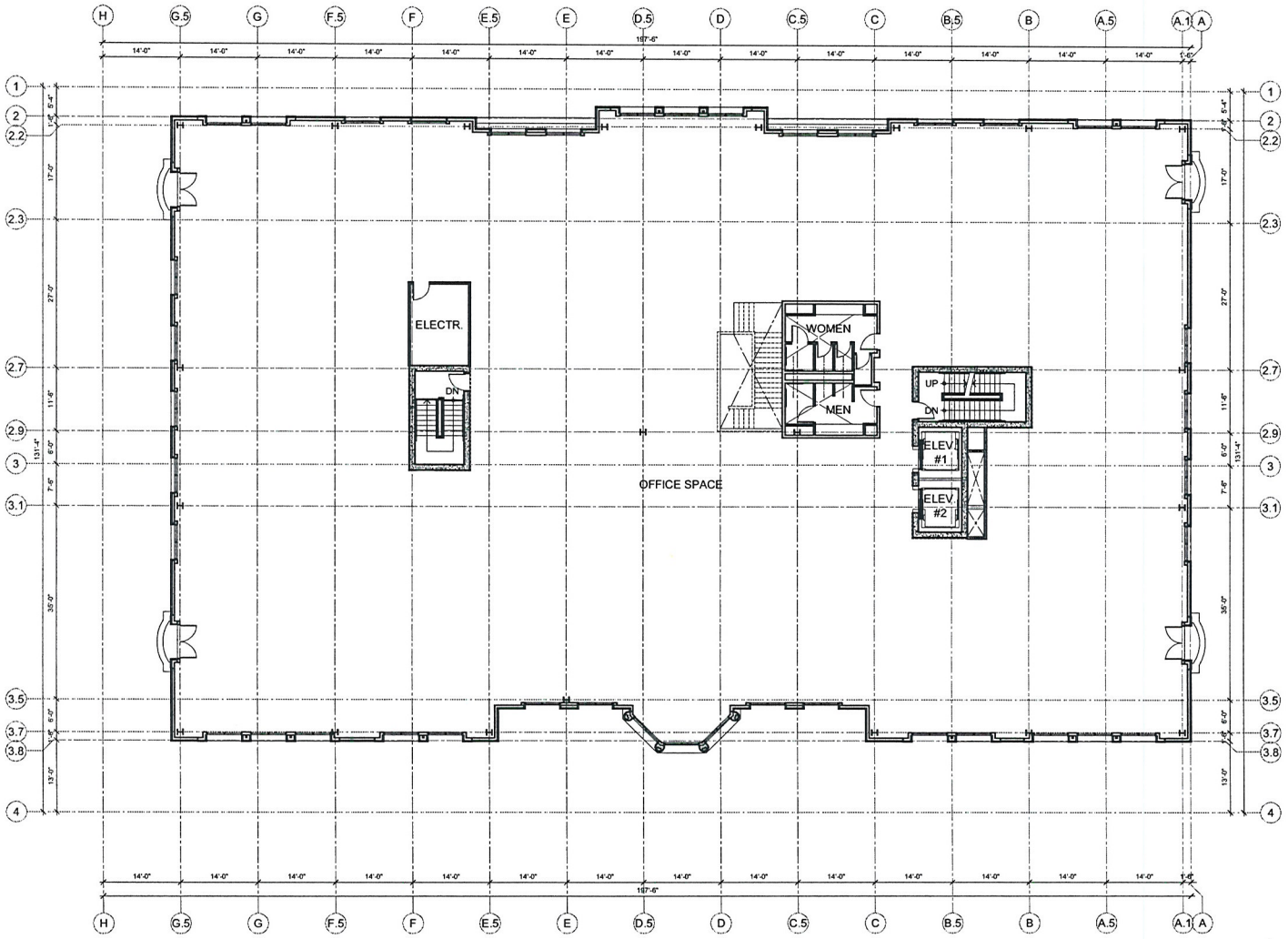

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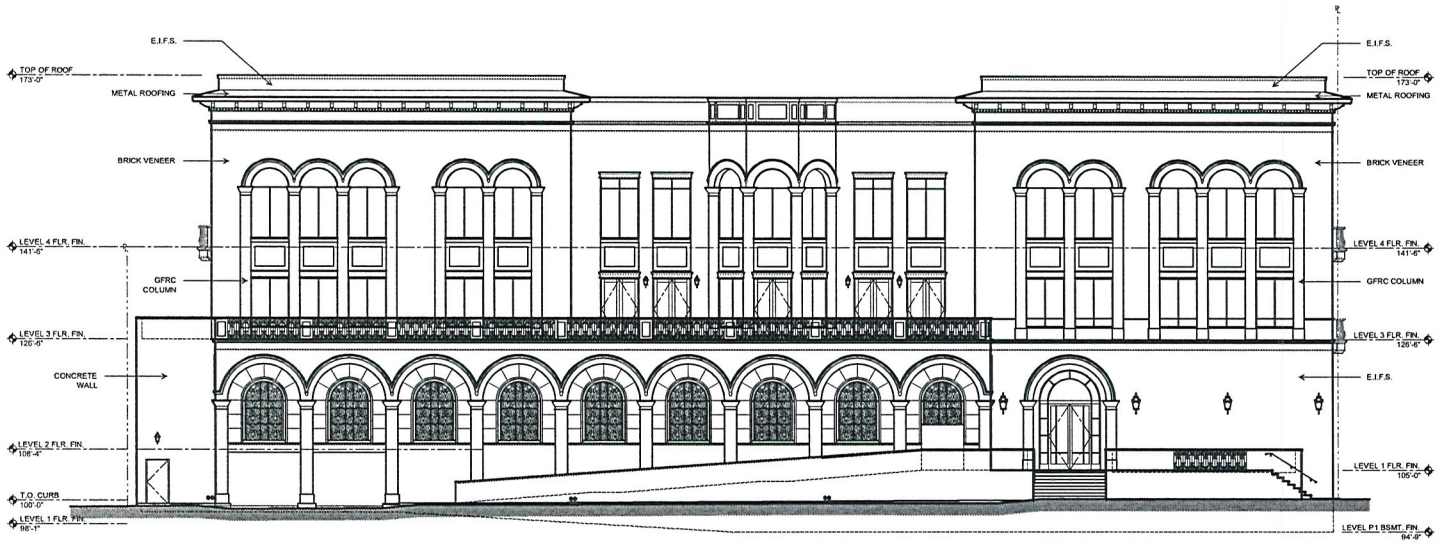

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EVAPS Law Offices

400 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101

EASTSIDE EXTERIOR ELEVATION
SCALE: 1" = 20'-0"
FEBRUARY 23, 2012

0 10' 20' 40'

designcell
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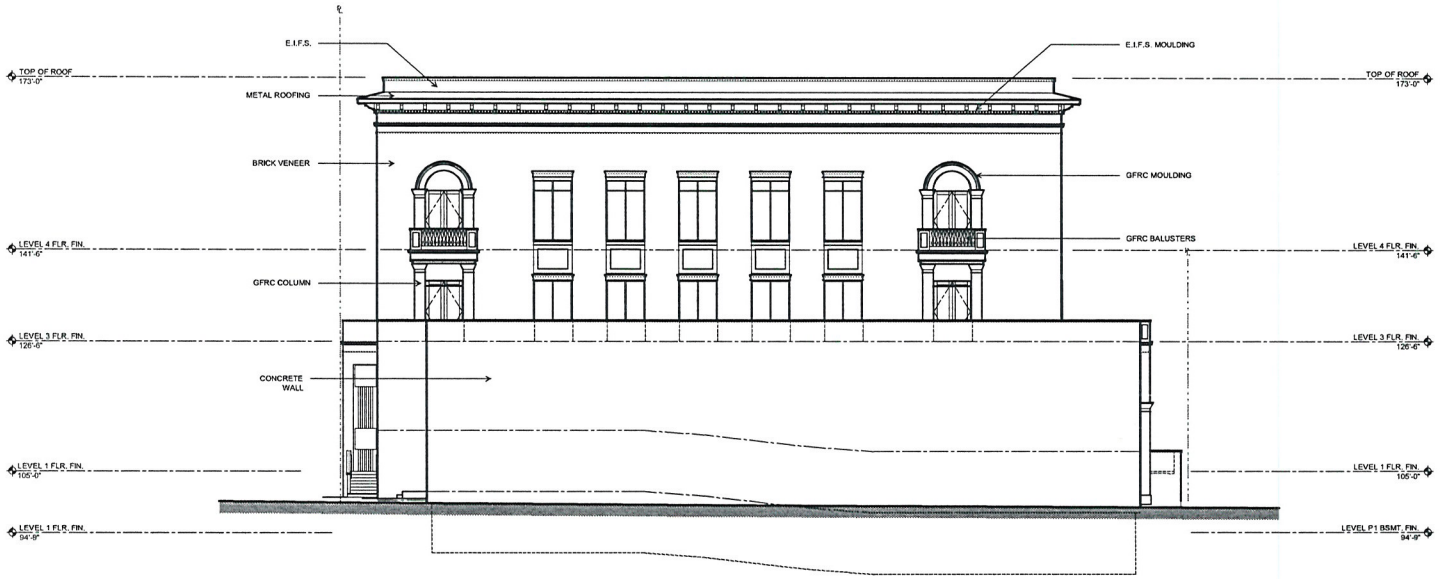

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EVAPS Law Offices

400 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101

SOUTHSIDE EXTERIOR ELEVATION
SCALE: 1" = 20'-0"
FEBRUARY 23, 2012

0 10' 20' 40'

designcell
10777 W.TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

VAR-44710
SDR-44708

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City of Las Vegas
Department of Planning

EVAPS Law Offices

400 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101

WESTSIDE EXTERIOR ELEVATION
SCALE: 1" = 20'-0"
FEBRUARY 23, 2012

0 10' 20' 40'

designcell
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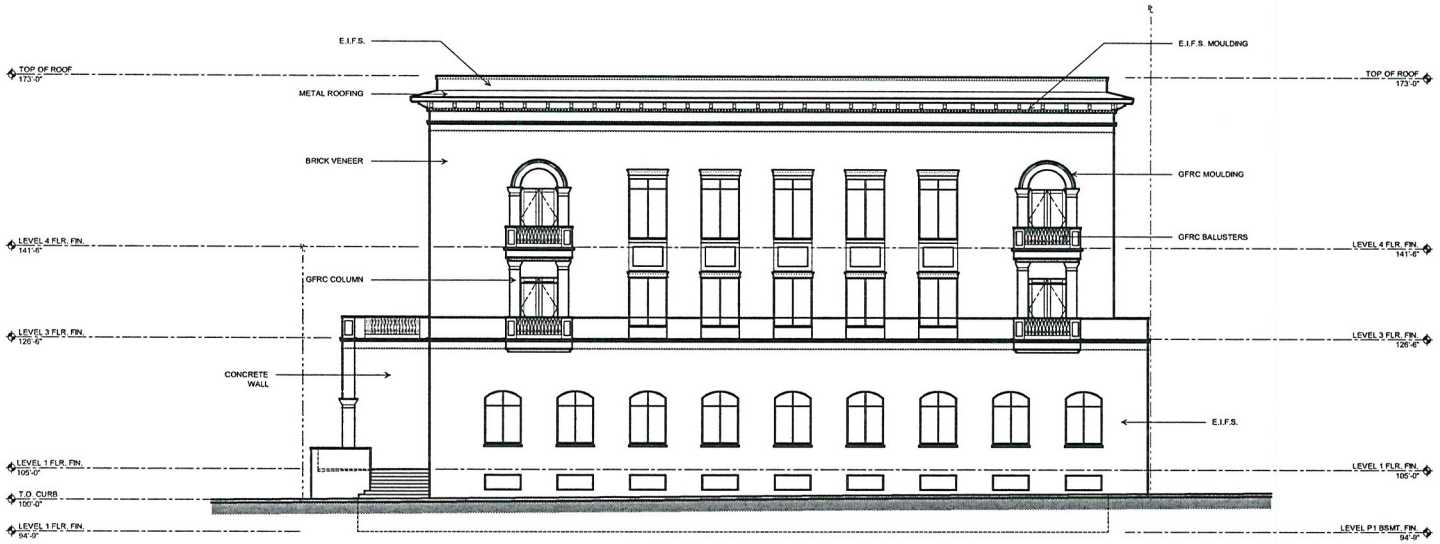
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

VAR-44710
SDR-44708



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FEB 23 2012
City of Las Vegas
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EVAPS Law Offices

400 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101

NORTHSIDE EXTERIOR ELEVATION
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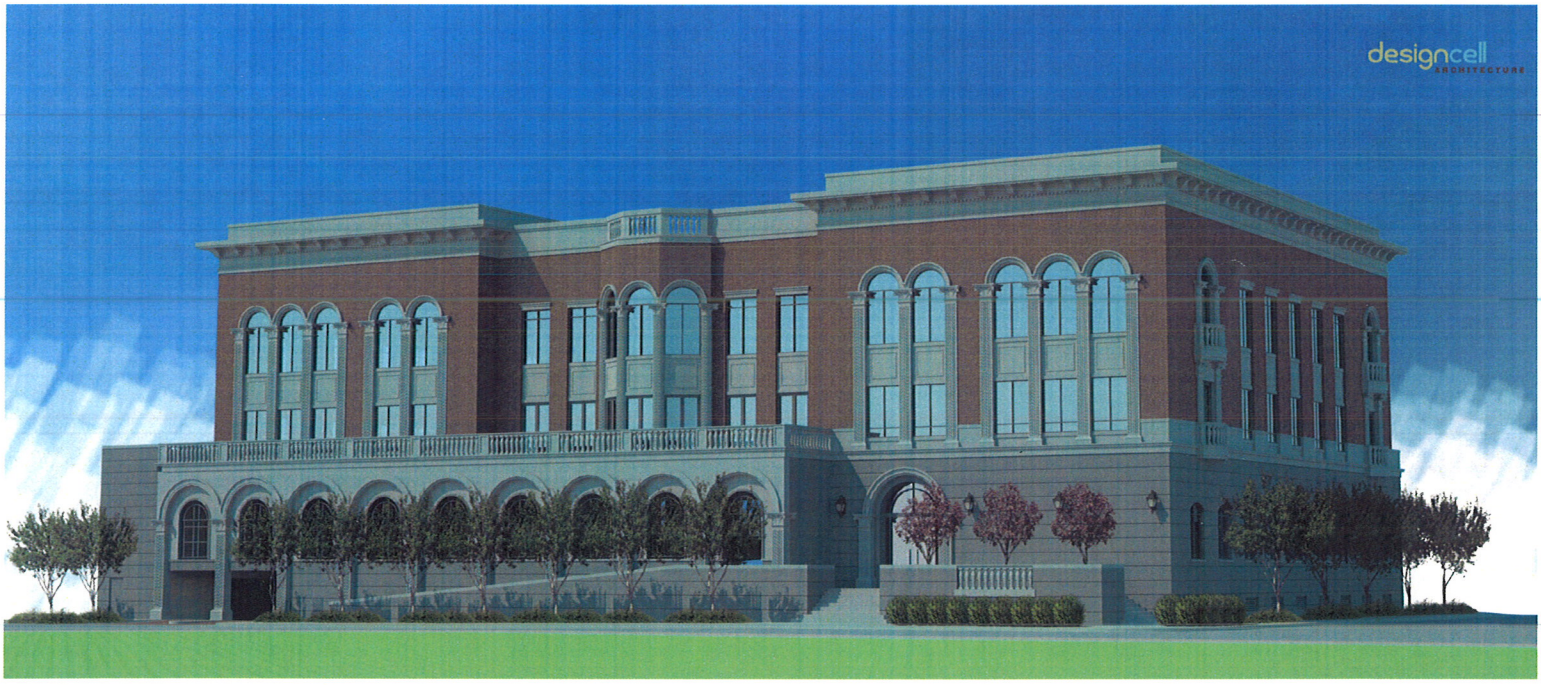
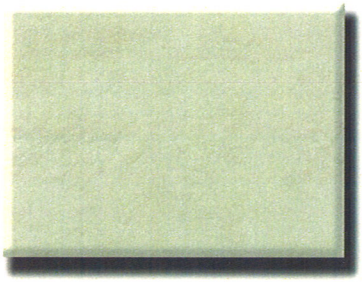


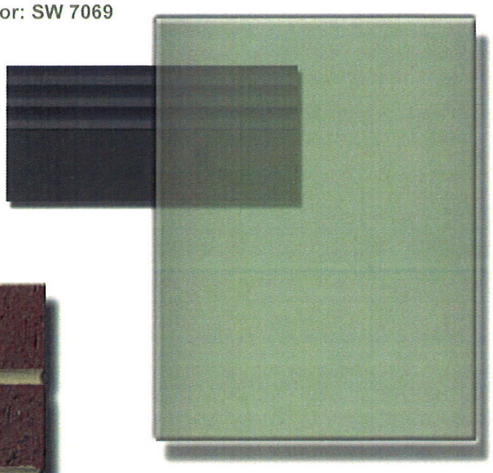
MATERIAL FINISHES

BUILDING BASE:
EIFS, Color SW 2849

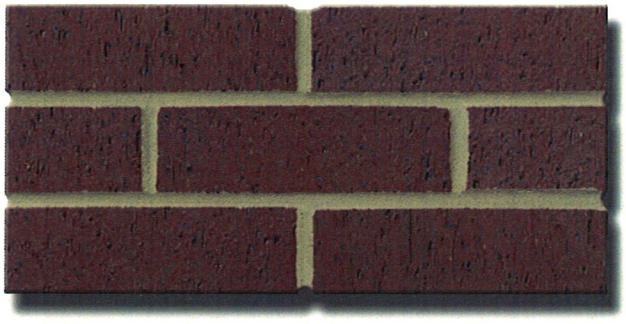


TRIM, ACCENT:
GFRC, Color SW 7650

FRAMES & METALWORK:
Color: SW 7069



GLAZING:
SOLARCOOL GRAY, LOW-E



BRICK VENEER

EVAPS LAW OFFICES
LAS VEGAS, NEVADA
AUGUST 9, 2010

VAR-44710
SDR-44708

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FEB 23 2012
designcell ARCHITECTURE
City of Las Vegas
Department of Planning

VAR-44710 & SDR-44708 – APPLICANT/OWNER: EVAPS, LLC
400 SOUTH FOURTH STREET

03/01/12

VAR-44710 & SDR-44708 – APPLICANT/OWNER: EVAPS, LLC
400 SOUTH FOURTH STREET

03/01/12

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VAR-44710 & SDR-44708 – APPLICANT/OWNER: EVAPS, LLC
400 SOUTH FOURTH STREET

03/01/12

designcell ARCHITECTURE

EVAPS Law Office Building
Project # 10 016
Page 1 of 1

February 14, 2012

CLV Planning & Development

731 South Fourth Street
Las Vegas, NV 89101
Phone: (702) 229-6301
Fax: (702) 474-7463

Re: Major Amendment to SDR-39121 for a Law Office Building
APN: 139-34-701-009

To whom it may concern:

The purpose of this letter is a request to modify the previously approved SDR-39121 for the proposed Law Office Building located at 400 South 7th Street in Las Vegas, Nevada 89101.

The approved design for this project had two (2) levels of subterranean parking, 2 levels of above grade parking, and 3 levels of office above them. Construction documents for the building were completed, submitted and approved by Las Vegas Building department. Demolition permits have been pulled by the contractor, site has been fenced off, and existing site structures have been demolished in preparation of construction as planned. However, the owner was not able to obtain financing for the project of this scope.

The proposed revisions to the project aim at keeping the essential needs of the owner while attempting to challenge the financing barrier. The revisions include the removal of the top-most level of the office and also the lowest subterranean level of parking. The proposed new building area (exclusive of parking) is 46,800 SF. The new parking requirement is 156 spaces. The structured parking will house 101 parking spaces.

For additional parking the owner will use a previously approved nearby lot at 424 S. 7th Street which is only 50 feet south of proposed building. The applicant has a ten year term lease agreement with the property owner, with a 9 year option, and first right of refusal to purchase the property. This site will be surface parked and will contain 25 parking spaces.

Also, there is abundant street parking available for the use by the building occupants. There are currently 3 metered street parking spaces on Chef Anrdre Rochat Place and 7 spaces on 7-th Street immediately adjacent to the project site. Removal of existing driveways will provide a possibility to install at least 4 more street parking spaces making a total of 14 spaces for most convenient use of building occupants. There are also 19 metered parking spaces just across 7-th Street which are almost never used and would be most suitable for proposed building users.

The total available parking is 101+25+14+19=159 spaces, which is more than enough to meet the projected demands of the project.

The property is also just a block away from Downtown Centennial plan area where parking requirements are amended due to downtown development density expectations. The proposed design meets most of the urban core design criteria and is adjacent to the Downtown Centennial Zone.

We appreciate your assistance in moving forward with these modifications to the previously approved project.

Sincerely,

Kastytis Cechavicius, NCARB
Principal
DesignCell, LLC

RECEIVED
FEB 23 2012
City of Las Vegas
Department of Planning

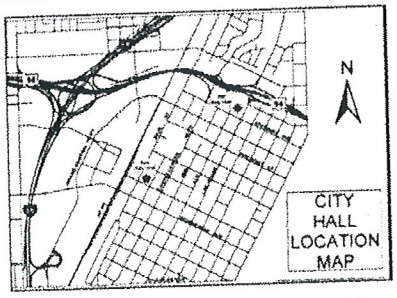
10777 W. TWAIN AVE. LAS VEGAS, NV 89135 T. 702.403.1575 F. 702.403.1575 WWW.DESIGNCELL.US

VAR-44710
SDR-44708

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.

VAR-44710 & SDR-44708
Planning Commission Meeting of 4/10/2012

Variances should not be allowed for self created hardships —

Case: VAR-44710
13934810019
MCRIMMON S ARCHIE JR
FLEMING PAMELA H
6859 S EASTERN AVE #102
LAS VEGAS NV 89119-0003 89119-0003

16 BRDFM11 8911S

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

27-28
P

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
SDR-44708 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-44710 - PUBLIC HEARING - APPLICANT/OWNER: EVAPS, LLC - For possible action on a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-39121) TO ELIMINATE ONE SUBTERRANEAN LEVEL OF REQUIRED PARKING AND ONE STORY OF OFFICE SPACE on 0.65 acres at 400 South 7th Street (APN 139-34-701-009), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-44708** APN: 139-34-701-009

Name of Property Owner: EVAPS, LLC

Name of Applicant: EVAPS, LLC

Name of Representative: Design Cell Architecture

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: Robert T. Eglet

Subscribed and sworn before me

This 22 day of February, 2012

Kathryn D. Hardesty

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 30, 2012

RECEIVED
FEB 23 2012
City of Las Vegas
Department of Planning

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) 400 South 7th Street

Project Name Law Offices **Proposed Use** Office

Assessor's Parcel #(s) 139-34-701-009 **Ward #** 3 - Bob Coffin

General Plan: existing C proposed C **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 46,800 SF gross **Floor Area Ratio**

Gross Acres 0.65 net **Lots/Units** 1 **Density**

Additional Information Multi-story office building with parking garage

PROPERTY OWNER EVAPS, LLC **Contact** Robert T. Eglet

Address 400 South 4th Street #600 **Phone:** (702) 450-5400 **Fax:** (702) 450-5451

City Las Vegas **State** NV **Zip** 89101

E-mail Address n/a

APPLICANT -Same as Property Owner- **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE DesignCell Architecture **Contact** Scott Brown, Architect

Address 10777 West Twain Ave. #125 **Phone:** (702) 403-1575 **Fax:** (877) 403-1575

City Las Vegas **State** NV **Zip** 89135

E-mail Address scott@designcell.cc

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 Robert T. Eglet

Subscribed and sworn before me

This 22 day of February, 2012.

Kathryn D. Hardesty

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 30, 2012

FOR DEPARTMENT USE ONLY

Case #	SDR-44708
Meeting Date:	4/10/2012
Total Fee:	1030.00
Date Received:*	2/23/2012
Received By:	MNEX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

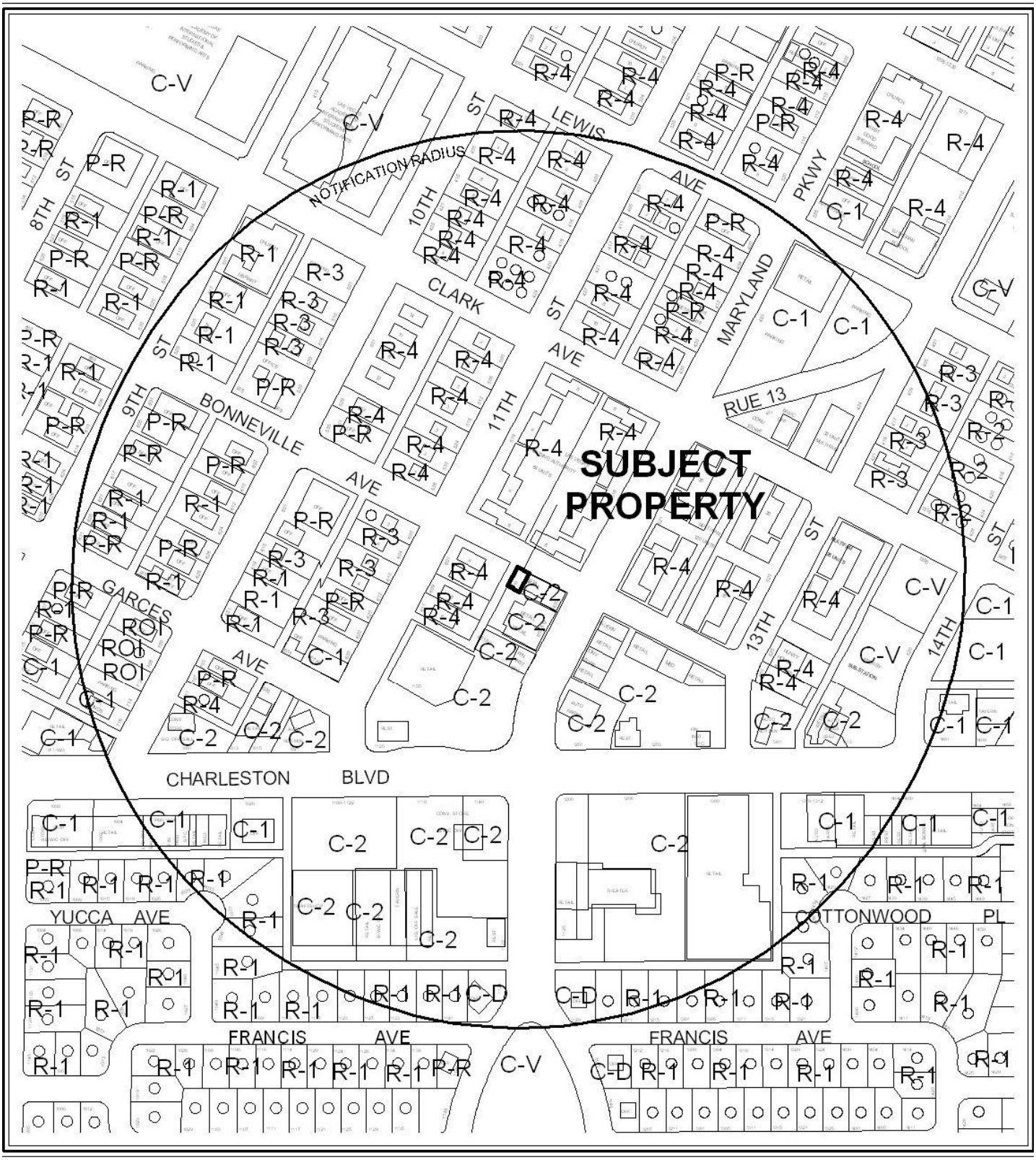
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-43979 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LAMAR KRUITBOSCH - OWNER: MELISSA F. MAXWELL - For possible action on a request for a Special Use Permit FOR A PROPOSED BAILBOND SERVICE USE at 1110 East Bonneville Avenue (APN 139-34-813-012), C-2 (General Commercial) Zone, Ward 3 (Coffin). The Planning Commission (5-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the April 10, 2012 Planning Commission Meeting Item – SUP-43979



CASE: **SUP-43979**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N

CASE: **SUP-43979**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR KRUITBOSCH - OWNER: MELISSA F. MAXWELL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-43979	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-43979 CONDITIONS

Planning

1. Hours of operation shall be between 9 am and 6 pm.

2. No neon signage shall be left on after close of business.

3. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Bailbond Service use.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

MH

Staff Report Page One
May 16, 2012 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 1,000 square-foot Bailbond Service at 1110 East Bonneville Avenue. The proposed use complies with all Title 19.12 requirements and can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses; therefore, staff recommends approval with conditions. If this application is denied, the proposed Bailbond Service use cannot be operated at this location.

ISSUES

- A Bailbond Service use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- The site is parking impaired with no onsite parking provided. Street parking is available in the area.
- The applicant had previously operated a Bailbond Service at 505 East Bonneville Avenue, which was subsequently destroyed in a fire on 2011.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/10/10	The Planning Commission accepted the applicant's request to table.
04/10/12	The Planning Commission voted (5-1/bg) to recommend APPROVAL (PC Agenda Item 12/mh).

Most Recent Change of Ownership	
02/13/01	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/25/03	Business License #P11-00530 was issued for Paralegal Services at 1110 East Bonneville Avenue. This license was marked out of business on 03/11/10.

Pre-Application Meeting	
11/09/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Special Use Permit for a proposed Bailbond Service.

Neighborhood Meeting
A neighborhood meeting was not required for this application, nor was one held.

Field Check	
12/01/11	Staff visited the site and found a vacant Office building with no onsite parking.

Details of Application Request	
Site Area	
Net Acres	0.03

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office. Other Than Listed	C (Commercial)	C-2 (General Commercial)
North	Multi-Family Residential	MXU (Mixed Use)	R-4 (High Density Residential)
South	Retail	C (Commercial)	C-2 (General Commercial)
East	Tavern	C (Commercial)	C-2 (General Commercial)
West	Multi-Family Residential	C (Commercial)	R-4 (High Density Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Live/Work Overlay District	X		N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

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	
Bailbond Service	1,000 SF	1:300 SF					
TOTAL SPACES REQUIRED			4				
Regular and Handicap Spaces Required			1	3	0	0	Y*

ANALYSIS

The applicant proposes to establish a Bailbond Service use, defined as "an establishment that makes available to the public undertakings of bail in connection with judicial proceedings." within an unoccupied 1,000 square-foot office building. The applicant had previously operated such use for over 10 years at 505 East Bonneville Avenue until the office was destroyed in a fire February 9, 2011. The subject site of the proposed use is located within the Downtown Redevelopment Area and is predominately surrounded by low-intensity law offices. The proposed use is also located within the Live/Work Overlay District, which would allow for a residential component to the proposed office use; however, the applicant has not proposed such residential/commercial configuration and the overlay district is therefore not applicable.

The submitted site plan does not show any parking spaces, as the property was constructed in 1955. The subject site is parking impaired, but there are adequate on street parking spaces adjacent to the proposed use to sufficiently meet the low-intensity demands of the proposed use. The location of the proposed Bailbond Service is in close proximity to the other Bailbond Services and related legal offices typically located west of Maryland Parkway and north of Charleston Boulevard and are less than a mile from the Regional Justice Center.

The proposed use meets all applicable requirements as set forth pursuant to Title 19.12 requirements and can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses; therefore, staff recommends approval with conditions of this request.

FINDINGS (SUP-43979)

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 Bailbond Service use is appropriate for the C-2 (General Commercial) zoning district and is consistent with other Bailbond Service uses located in the downtown area. This use can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed Bailbond Service use will be located within a currently vacant 1,000 square-foot Office building, with limited offsite parking available.

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 access to the site is provided from Bonneville Avenue, an 80-foot right-of-way, which has sufficient capacity to accommodate the proposed use. An alley located adjacent to the west property line provides access to the site.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit is consistent with the General Plan, and will not compromise the public health, safety, or welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Bailbond Service use meets all applicable requirements as set forth pursuant to Title 19.12 requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 38

NOTICES MAILED 134 (By City Clerk)

APPROVALS 4

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-43979** APN: 139-34-813-012

Name of Property Owner: MELISSA F. MAXWELL

Name of Applicant: LAMAR KRUITBOSCH

Name of Representative: OSVALDO FUMO

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: Melissa F. Maxwell

Print Name: MELISSA F. MAXWELL

Subscribed and sworn before me, Maryellen Waskiewicz

This 14 day of FEBRUARY, 2012

Maryellen Waskiewicz

Notary Public in and for said County and State Florida

MARYELLEN WASKIEWICZ
Notary Public - State of Florida
My Comm. Expires Feb 18, 2013
Commission # DD 853065

RECEIVED
FEB 23 2012
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SUP-43979

Project Address (Location) 1110 BONNEVILLE AVE EAST

Project Name SPECIAL USE PERMIT **Proposed Use** BAIL BOND BUSINESS

Assessor's Parcel #(s) 139-34-813-012 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage 640 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER MELISSA F. MAXWELL **Contact** OSVALDO FUMO

Address 204 37th AVE. N. #187 **Phone** (702) 474-7554 **Fax:** (702) 474-4210

City ST. PETERSBURG, **State** FL **Zip** 33704

E-mail Address MKATDIST@YAHOO.COM

APPLICANT LAMAR KRUITBOSCH **Contact** _____

Address 3100 E. CHARLESTON BLVD. **Phone:** (702) 386-9116 **Fax:** (702) 474-4210

City LAS VEGAS **State** NV. **Zip** 89101

E-mail Address RESCUEBAILBONDS@YAHOO.COM

REPRESENTATIVE OSVALDO FUMO **Contact** OZZIE

Address 1212 CASINO Center BLVD. **Phone:** (702) 474-7554 **Fax:** (702) 474-4210

City LAS VEGAS, NV. **State** NV **Zip** 89104

E-mail Address OZZIE@FUMOLAW.COM

Property Owner Signature* Melissa F. Maxwell

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MELISSA F. MAXWELL

Subscribed and sworn before me Maryellen Waskiewicz

This 14 day of FEBRUARY, 20 12.

Maryellen Waskiewicz

Notary Public in and for said County and State Florida

MARYELLEN WASKIEWICZ
Notary Public - State of Florida
My Comm. Expires Feb 18, 2013
Commission # DD 853065

Revised 10/27/08

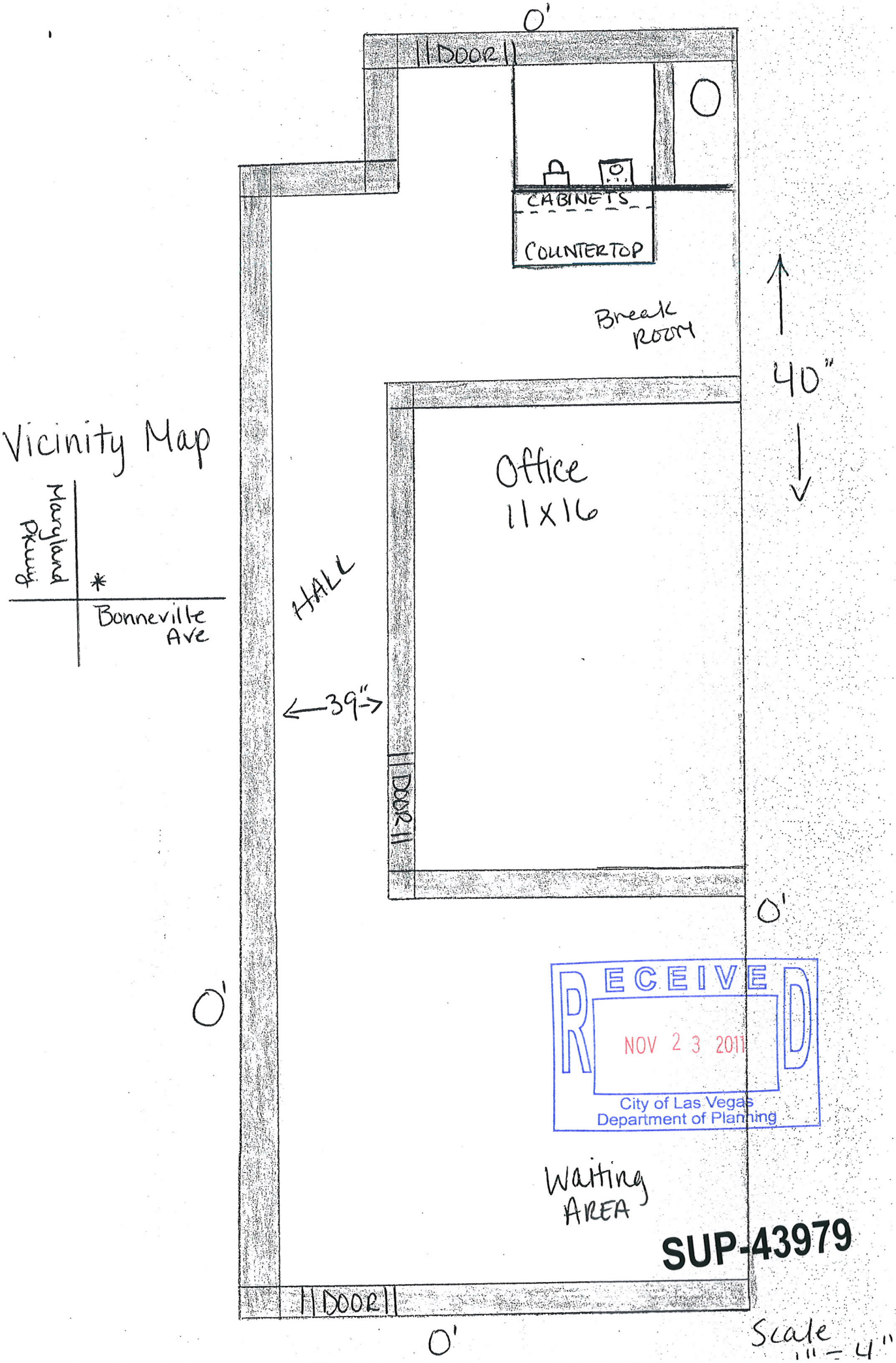
FOR DEPARTMENT USE ONLY

Case #	SUP-43979
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

RECEIVED
FEB 23 2012
City of Las Vegas
Department of Planning

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

F:\Depot\Application Packet\Application Form.pdf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DOOR
Vicinity Map
Maryland Pkwy
Bonneville Ave
RECEIVED
NOV 23 2011
City of Las Vegas
Department of Planning
Waiting AREA
SUP-43979
N
Scale 1" = 4'

SUP-43979 - APPLICANT: LAMAR KRUITBOSCH - OWNER: MELISSA F. MAXWELL
1110 EAST BONNEVILLE AVENUE

12/01/11

SUP-43979 - APPLICANT: LAMAR KRUITBOSCH - OWNER: MELISSA F. MAXWELL
1110 EAST BONNEVILLE AVENUE

12/01/11

Justification Letter

Re: 1110 Bonneville Ave.
APN – 139-34813-012

Issue Presented – Whether a Special Use Permit should be approved for 1110 Bonneville Ave. to allow for a Bail Bond Company (Rescue Bail Bonds) to conduct business at that location. Pursuant to Title 19.18, a Bail bond Company is an establishment that makes available to the public undertakings of bail in connection with judicial proceedings.

This request is made on behalf of the owner of Rescue Bail Bonds, Lamar Kruitbosch. Previously, Rescue Bail Bonds had been in operation for over a decade at 505 Bonneville Ave. Unfortunately, on February 9, 2011 that location burned in a fire.

Subsequent to the fire, Rescue Bail Bonds had a temporary office located in a competing bail bond office near Charleston and Mojave. Presently Rescue Bail Bonds would like to conduct business at 1110 Bonneville Ave. The location is less than a mile from Rescue's previous office at 505 Bonneville Ave. It is centrally located near the jail and near local attorney offices. Previous clients are familiar with the location.

Rescue Bail Bonds employs only one person.
The hours of operation are business hours 9am to 5pm. Thereafter by appointment.
Applicant owns no other Bail Bond Company.
Rescue Bail Bonds is licensed by the State of Nevada Division of Insurance. Proudly, Rescue Bail Bonds has never been disciplined by its regulatory body.

Most of the area around 1110 Bonneville is comprised of businesses. Attorney offices, accountants and medical professionals. The tenant prior was a paralegal. He was at the location for several years.

The proposed use is harmonious and compatible with the surrounding uses. Additionally, the subject site is physically suitable for the type and intensity of land use being proposed. The street facilities providing access to the property are adequate in size to meet the requirements of the proposed use. Finally, approval of the special use permit at this site will not be inconsistent with the public health, safety, and welfare of the overall objectives of the general plan.

The special use permit should be **APPROVED**.

Osvaldo Fumo
Representative of Rescue Bail Bonds.

RECEIVED
NOV 23 2011
City of Las Vegas
Department of Planning

SUP-43979

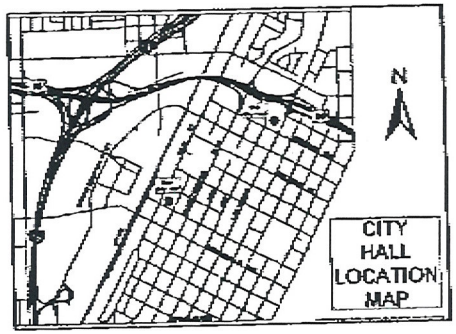
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

MAR-30-2012 04:14 FROM:P B WHITT TO:3857268 702 258 6066 P.1/1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43979

Planning Commission Meeting of 4/10/2012

32 BRDFN11 89102

12P

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.42⁴
0004279218 MAR 29 2012
MAILED FROM ZIPCODE 89101

Case: SUP-43979
13934811014
WHITT FAMILY TRUST
WHITT PERRY B & ARMINTA J TRS
2701 BRYANT AVE
LAS VEGAS NV 89102-2161 89102-2161

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

BACK PORTION

Application Information

SUP-43979 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LAMAR KRUITBOSCH - OWNER: MELISSA F. MAXWELL - For possible action on a request for a Special Use Permit FOR A PROPOSED BAILBOND SERVICE USE at 1110 East Bonneville Avenue (APN 139-34-813-012), C-2 (General Commercial) Zone, Ward 3 (Coffin).

As owner of property at 1110 Bonneville AVE I OPPOSE this special use Permit for a Proposed Bailbond Service. I do not know Lamar KRUITBOSCH and want to keep my Properties C-2 Zone. A Bail Bond Service will NOT be a suitable business for this area. My neighbors and children do not want this business. sincerely Melissa Maxwell

Application Location

How can anyone change my buildings C-2 zone who IS NOT owner of said Property? UNBELIEVABLE!!

The proposed project may not pertain to the entire highlighted project site.

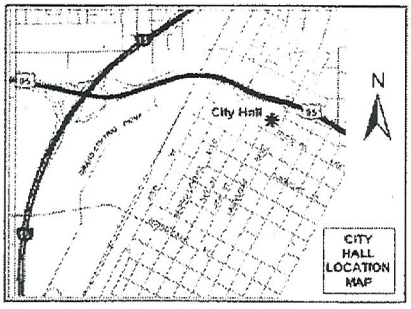
Public Hearing Information

Meeting:	Planning Commission
Date:	***January 10, 2012***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43979
Planning Commission Meeting of 1/10/2012

NOTE on back from owner.

2 JRDFN11 33704

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 DEC 22 2011
MAILED FROM ZIP CODE 89101

LAS VEGAS, NV 89101

RECEIVED
JAN - 3 2012

Case: SUP-43979
13934813012
MAXWELL MELISSA FAYE
204 37TH AVE N #187
ST PETERSBURG FL 33704-1416 33704-1

44 P

P.01

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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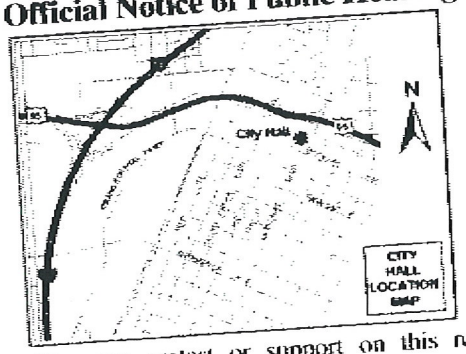
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



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☑ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43979

Planning Commission Meeting of 1/10/2012

Case: SUP-43979

13934811033
LEE SUN K & LINDA
7170 COPPER RD
LAS VEGAS NV 89110-4204 89110-4204

NV JRDFN11 89110

RECEIVED
JAN - 3 2012

44A

DEC-26-2011 02:04 PM

RECEIVED
JAN 10 2012

13934712054 Case: SUP-43979
KIM JOYCE J & ALYSIA G
2101 S WATSON ST
LA HABRA CA 90631-9518 90631-9518

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

RECEIVED
CITY CLERK
2012 JAN -9 A 9:41

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning. Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request
☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43979
Planning Commission Meeting of 1/10/2012

Submitted after final agenda
1/10/2012 Item 44

44A

Jan 07 12 12:39p Wonson Kim p.2
5626976979

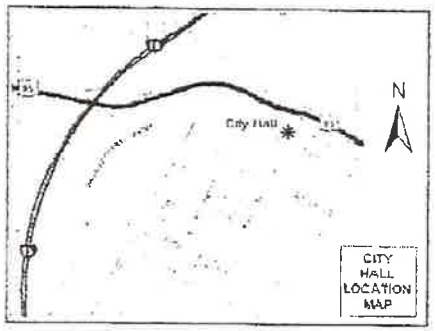
Jan 07 12 12:39p Wonson Kim 5626976979 p.3

RECEIVED
CITY CLERK

2012 JAN -9 A 9:41

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-43979

Planning Commission Meeting of 1/10/2012

Case SUP-43979
13934810093
KIM FAMILY TRUST
KIM WON SON & HAE SOOK TRS
2101 S WATSON ST
LA HABRA CA 90631-9518 90631-9518

RECEIVED
JAN 10 2012

01/07/2012 SAT 12:40 [TX/RX NO 5784] 003

44A

Carman Burney

From: Yorgo Kagafas
Sent: Monday, January 30, 2012 6:31 AM
To: Carman Burney; Deborah Sullivan; Darline Reeder
Subject: FW: SUP-43979-Special Use Permit

FYI

Yorgo Kagafas, AICP
Senior Planner
Planning & Development
City of Las Vegas
(702) 229-6196

From: Mary Thomas [mailto:mkatdist@yahoo.com]
Sent: Friday, January 27, 2012 12:29 PM
To: Yorgo Kagafas
Subject: Fw: SUP-43979-Special Use Permit

From:
Melissa Maxwell
204 37th Ave.N. #187
Saint Petersburg, Fl. 33704

To:
Planning Commisssion - Case Planning Division
Development Services Center
333 North Rancho Drive
3rd Floor
Las Vegas, Nv. 89101

Ref: SUP-43979-Special Use Permit

"I Agree", to having a BailBond Business at 1110-1112 Bonneville Ave. East, Las Vegas,Nv. 89101. Its proximity to downtowns's legal infrastructure makes referenced property an ideal location. I know Attorney Osvaldo E. Fumo to be a good citizen. Mr. Fumo has been paying me for referenced building since 2002 without any problems.
"I Agree" and approve changing the existing code and permiting a BailBond Business at 1110-1112 Bonneville Ave. East, Last Vegas, Nv. 89101.

Sincerely,

Melissa Maxwell

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

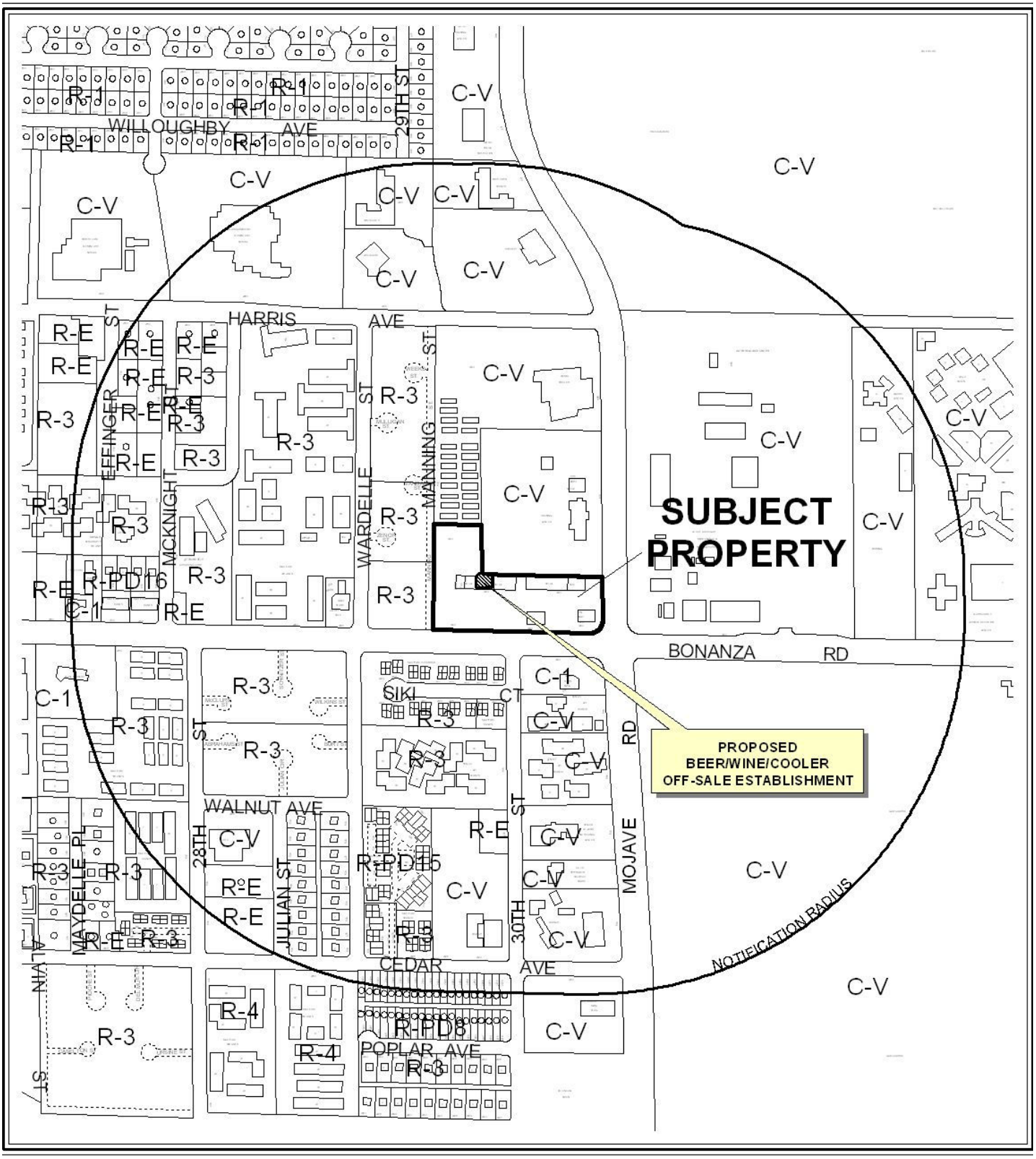
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-44658 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SAM E. HAMIKA - OWNER: DI PROPERTIES, INC. - For possible action on a request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN A PROPOSED 1,440 SQUARE-FOOT CONVENIENCE STORE at 3020 East Bonanza Road, Suite #150 (APN 139-25-405-009), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-0 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 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the April 10, 2012 Planning Commission Meeting Item – SUP-44658



0 500 1000 Feet

CASE: **SUP-44658**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 500 1000 Feet

CASE: **SUP-44658**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

SUP-44658

Beer/Wine/Cooler Off-Sale

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SAM E. HAMIKA - OWNER: DI PROPERTIES, INC.

**** STAFF RECOMMENDATION ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-44658	Staff recommends APPROVAL, subject to conditions:	N/A

SUP-44658 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler Off-Sale use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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

6. The off-sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
May 16, 2012 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The proposed Special Use Permit request is for a Beer/Wine/Cooler Off-Sale use in conjunction with a proposed 1,440 square-foot Convenience Store located within a 50,093 square-foot Shopping Center at 3020 East Bonanza Road, Suite #150. The proposed use is compatible with the adjacent commercial uses and is consistent with the SC (Service Commercial) land use designation; therefore, staff recommends approval.

ISSUES

- The Beer/Wine/Cooler Off-Sale use is permitted in the C-1 (Limited Commercial) Zoning District upon approval of a Special Use Permit.
- No waivers are required for distance separation requirements per Title 19.12, as the use is located more than 400 feet from any church, synagogue, school, or child care facility licensed for more than 12 children, or City park.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/04/04	The City Council approved a General Plan Amendment (GPA-3370) from PF (Public Facilities) to SC (Service Commercial), a Rezoning (ZON-3371) from C-V (Civic) to C-1 (Limited Commercial), and a Site Development Plan Review (SDR-3372) and Waivers to allow a 10-foot rear yard setback where 20 feet is the minimum setback required; two loading zones where three are required; and a 10-foot wide loading zone where 15 feet is required for a proposed 43,349 square-foot Retail Center and 8,995 square-foot Auto Service building on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road. The Planning Commission recommended approval.
10/18/06	The City Council approved a request for an Extension of Time (EOT-16475) of an approved Rezoning (ZON-3371) from C-V (Civic) to C-1 (Limited Commercial) on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road.
07/16/08	The City Council approved a request for a Major Amendment (SDR-27920) to an approved Site Development Plan Review (SDR-3372) for a proposed 3,264 square-foot Restaurant with Drive-Through on 4.76 acres at 3040 East Bonanza Road. The Planning Commission recommended approval.

10/15/08	The City Council approved a request for a Special Use Permit (SUP-29227) for a 5,000 square-foot Retail establishment with Accessory Package Liquor Off-Sale in an approved shopping center at the northwest corner of Bonanza Road and Mojave Road. The Planning Commission and staff recommended approval.
07/07/10	The City Council approved a Special Use Permit (SUP-38028) for a proposed Billiard Parlor or Pool Hall use and a related Special Use Permit (SUP-38029) for a proposed Beer/Wine/Cooler On-Sale Establishment use.
04/10/12	The Planning Commission voted (6-0) to recommend APPROVAL (PC Agenda Item 30/mh).

Most Recent Change of Ownership	
03/29/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/23/10	A business license (#L09-00321) was issued for a Beer/Wine/Cooler On Sale establishment at 3050 East Bonanza Avenue, Suite 190. The business license (P09-00023) for the associated Billiard or Pool Hall at this address expired on 01/30/12.

Pre-Application Meeting	
01/19/12	A pre-application meeting was held to discuss submittal requirements for a proposed Convenience Store with Beer/Wine/Cooler Off-Sale Establishment use. The applicant was informed that no distance separation waivers would be required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/01/12	A field check was conducted by staff. The subject site is currently vacant. The shopping center is clean and well maintained.

Details of Application Request	
Site Area	
Net Acres	4.76

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Fire Training Center and Animal Shelter	PF (Public Facilities)	C-V (Civic)
South	Multi-Family Residential	Medium Density Residential	R-3 (Medium Density Residential)
	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	City of Las Vegas Maintenance and Storage Yards	PF (Public Facilities)	C-V (Civic)
West	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	50,093 SF	1:250	201		215		
TOTAL SPACES REQUIRED			201		215		
TOTAL (With Handicapped)			194	7	208	7	Y

MH

ANALYSIS

The Beer/Wine/Cooler Off-Sale use is defined by Title 19.12 as, "An establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold, and is operated in connection with a grocery store, drug store, convenience store or specialty merchandise store." The proposed use meets the definition, as indicated within the submitted justification letter and floor plans.

The Minimum Special Use Permit Requirements for this use include:

1. Except as otherwise provided, no beer/wine/cooler off-sale (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.

   The proposed use meets this requirement, as there are no protected uses within 400 feet of the subject property.

2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:

   a. Any leasehold parcel;

   b. Any parcel which lacks access to a public street or has no area for onsite parking and which has been created so as to avoid the distance limitation described in Requirement 1.

   The proposed use meets this requirement, as no waiver is required.

3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:

a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

b. In the case of a proposed establishment which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property lines of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

The proposed use meets this requirement, as no waiver is required.

4. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

   The proposed use meets this requirement, as no waiver is required.

5. The minimum distance requirements in Requirement 1 do not apply to:

   a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or

   b. A proposed establishment having more than 50,000 square feet of retail floor space.

6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

   The proposed use must meet this requirement through ongoing inspections and enforcement from the Business Services Division.

7. The minimum distance requirements set forth in Requirement 1, which are otherwise nonwaivable under the provisions of LVMC 19.12.050(C), may be waived:

   a. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;

b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan;

c. In connection with a proposed establishment having between 20,000 square feet and 50,000 square feet of retail floor space.

d. In connection with a retail establishment having less than 20,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or right-of-way with a width of at least 100 feet.

The proposed use meets this requirement, as no waiver is required.

The proposed project is located on land designated by the SC (Service Commercial) land use, and within the C-1 (Limited Commercial) zoning district. The proposed Beer/Wine/Cooler Off-Sales use is permitted with the approval of a Special Use Permit. The use is to be operated in connection with a 1,440 square-feet Convenience Store. Staff recommends approval as the proposed use meets the minimum requirements and will be operated within a newly developed shopping center with no protected uses within a 400-foot radius.

FINDINGS (SUP-44658)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use will be located within a shopping center site with other retail and food related uses. It can be conducted in a manner that is compatible and harmonious with the surrounding adjacent uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is a shopping center site that has been designed to accommodate a variety of uses. It is physically suitable for the type and intensity of land use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

The site is accessed via Bonanza Road and Mojave Road, both classified as 100-foot Primary Arterials by the Master Plan of Streets and Highways. These streets are adequate to meet the requirements of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of this proposal will not be inconsistent with or compromise the health, safety, and welfare of the general public, as the use is subject to permitting and licensing reviews. The proposed use is consistent with the overall objectives of the General Plan, as the use is permitted in the SC (Service Commercial) land use designation.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The use complies with all applicable conditions of Title 19.12.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 44

NOTICES MAILED 178 (By City Clerk)

APPROVALS 1

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-44658** APN: _____

Name of Property Owner: DI Properties INC

Name of Applicant: SAM E. HAMIKA

Name of Representative: N/A

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 21 2012
City of Las Vegas
Department of Planning

Signature of Property Owner: _____

Print Name: SAM E. HAMIKA

Subscribed and sworn before me

This 21 day of February, 20 12

_____

Notary Public in and for said County and State

DESIRAE SEHON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-21-2013
Certificate No: 05-95883-1

State of Nevada County of Clark

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: _____

Project Address (Location) 3020 E. BONANZA AVE #150 LAS VEGAS NV.

Project Name MOJAVE MARKET **Proposed Use** _____

Assessor's Parcel #(s) 139-25-405-009 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER D I PROPERTIES INC **Contact** SAM E. HAMIKA

Address 6860 KEREN MARIE AVE **Phone:** 480-5945 **Fax:** 453-9495

City LAS VEGAS NV. **State** NV **Zip** _____

E-mail Address Smhamika@yahoo.com

APPLICANT SAM E. HAMIKA **Contact** SAM E. HAMIKA

Address 5164 Mountain Foliage Dr. **Phone:** 480-5945 **Fax:** 453-9495

City LAS Vegas NV. **State** NV. **Zip** 89148

E-mail Address Smhamika@yahoo.com

REPRESENTATIVE N/A **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name SAM E HAMIKA

Subscribed and sworn before me

This 21 day of February, 20 12.

_____

Notary Public in and for said County and State

State of Nevada

County of Clark

DESIRAE SEHON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-21-2013
Certificate No: 05-95883-1

FOR DEPARTMENT USE ONLY

Case #	SUP-44658
Meeting Date:	4-10-12
Total Fee:	1290.00
Date Received:*	2-21-12
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.

EXISTING SITE PLAN

3050 E. BONANZA ROAD
LAS VEGAS, NV 89101

TABULATION

BUILDING SQUARE FOOTAGES: -EXISTING RETAIL BLDG. "D" - 6,419
-EXISTING RETAIL BLDG. "E" - 15,748
-FUTURE AUTO SERVICE BLDG. - 8,098
-FUTURE PAD BLDG. "A" - 3,221
-FUTURE PAD BLDG. "B" - 3,224
-PAD BLDG. "C" - 3,220
TOTAL SITE BLDG. SQ. FT. - 50,078

PARKING REQUIRED: - 50,078 SQ. FT. @ 1/200 = 251 SPACES

TOTAL SITE PARKING PROVIDED - 275 SPACES

KEYNOTES

1. ASPHALT DRIVEWAY
2. TRASH ENCLOSURE
3. CONCRETE GUTTER
4. CONCRETE SIDEWALK
5. STRIPED H/C ACCESS ROUTE
6. H/C CURB CUT RAMP
7. BUILDING SETBACK LINE
8. 8'-0" W. H/C PARKING VAN ACCESSIBLE ACCESS ISLE
9. 5'-0" W. H/C CAR PARKING SPACE ACCESSIBLE ACCESS ISLE
10. 6"H x 6" W. CONCRETE CURB
11. LANDSCAPED AREA
12. TYP. 9'-0" x 18' REGULAR PARKING SPACE
13. H/C ROUTE
14. CENTER OF STREET
15. SIGHT ZONE
16. TRANSFORMER
17. 24" HIGH SPLIT-FACE CONC. BLOCK SCREEN WALL
18. POWER EASEMENT
19. 5' LANDSCAPE STRIP
20. 9' x 18' REGULAR H/C PARKING SPACE
21. MONUMENT SIGN (23' WIDE x 10' HIGH)
22. BUILDING OVERHANG
23. PROPOSED 6'-0" W. CONCRETE WALK.
24. PROPOSED 6'-0" W. CONCRETE STAIR TO GRADE.
25. PROPOSED 8' RETAINING WALL

RECEIVED
FEB 21 2012
City of Las Vegas
Department of Planning

ADJACENT LAND USE: CITY FIRE STATION

LAS VEGAS HOUSING AUTHORITY PROPERTY

FUTURE MANNING STREET

20' CENTRAL TELEPHONE EASEMENT PER DOC. 693-557323

EX. 8' CMU WALL

EX "L" C&G

S89°32'10"E 196.33'

FUTURE MULTI-TENANT AUTO SERVICE BLDG. 8,098 SQ. FT.

LOADING AREA

221.74'

N00°28'06"W

10' SETBACK

N00°27'54"E 452.59'

20' SETBACK

EX ELEC TOWER

S88°41'44"E 500.91'

EXIST. BANQUET HALL

VACANT

PROPOSED MINI-MART APPROX. 2000 S.F. SUITE 30

EXISTING BLDG. "D" RETAIL 6,419 SQ. FT.

EXISTING BLDG. "E" RETAIL 15,748 SQ. FT.

RETAINING WALL

MOJAVE ROAD

S00°40'25"E 421.11'

FUTURE BLDG. "A" RETAIL 3,221 SQ. FT.

EXISTING BLDG. "B" RETAIL 3,224 SQ. FT.

EXISTING BLDG. "C" RETAIL 3,220 SQ. FT.

44.00' BC

35

40

N88°33'42"01"W 1458.22'

100.00' R/W

BONANZA ROAD

SUP-44658

SITE PLAN

1" = 30'

REVISIONS	BY

ARCHITECTURE
DESIGN AND
DEVELOPMENT

702-382-0427
fax. 382-9952

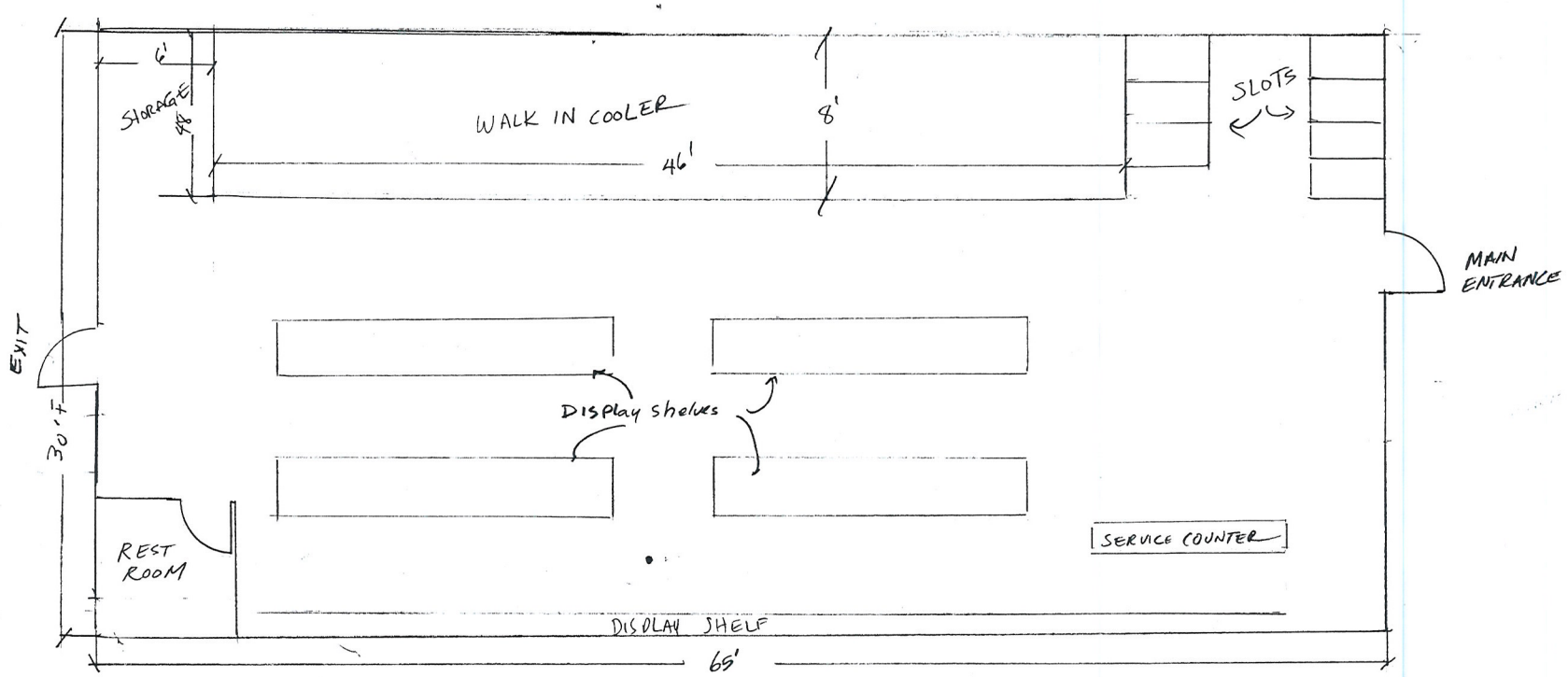
2160 W. Charleston Blvd. Suite J
Las Vegas, NV 89102

SITE PLAN

Date: 09-03-08
Scale: 1" = 30'-0"
Drawn:
Job:
Sheet
of

FLOOR PLAN SCALE 1'=1/4"

MOJAVE MINI MART
3020E. BONANZA AVE #150
LAS VEGAS NV 89101
APPROXIMATELY 2000SQ.FT
MAXIMUM OCCUPANCY 46



RECEIVED
FEB 21 2012
SUP-44658
City of Las Vegas
Department of Planning

SUP-44658 – APPLICANT: SAM E. HAMIKA - OWNER: DI PROPERTIES, INC
3020 EAST BONANZA ROAD, SUITE #140

03/01/12

February 21, 2012

City of Las Vegas Planning

Re; Approval of a package beer and wine (off sale) in conjunction with an approximately 2000 SF Mini Mart.

To Whom It May Concern:

I have been in the Las Vegas area since 1994, and currently own a liquor store (since 1994)and a banquet hall in the city of Las Vegas, this business is going to be located in a existing retail center which I am a part owner, the business will have four employees, and will be opened 24 hours.

Please phone me at 480-5945if you have any concerns or comments.

Thank you

Sam Hamika

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City of Las Vegas
Department of Planning

SUP-44658

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

No. 2906 P. 1/1

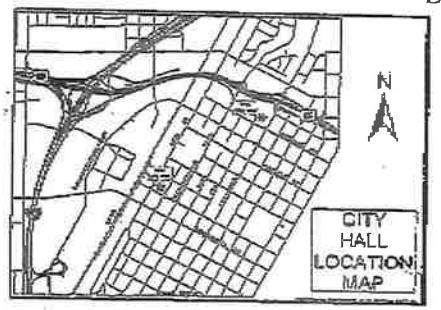
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

D2 1M $ 00.42[4]
0004279218 MAR 28 2012
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-44658

Planning Commission Meeting of 4/10/2012

Case: SUP-44658

13936112053
RAY RODELL
P O BOX 25673
FEDERAL WAY WA 98093-2673 98093-26

Apr. 9. 2012 10:01AM

Date 4/10/2012 Item 30
30 A

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

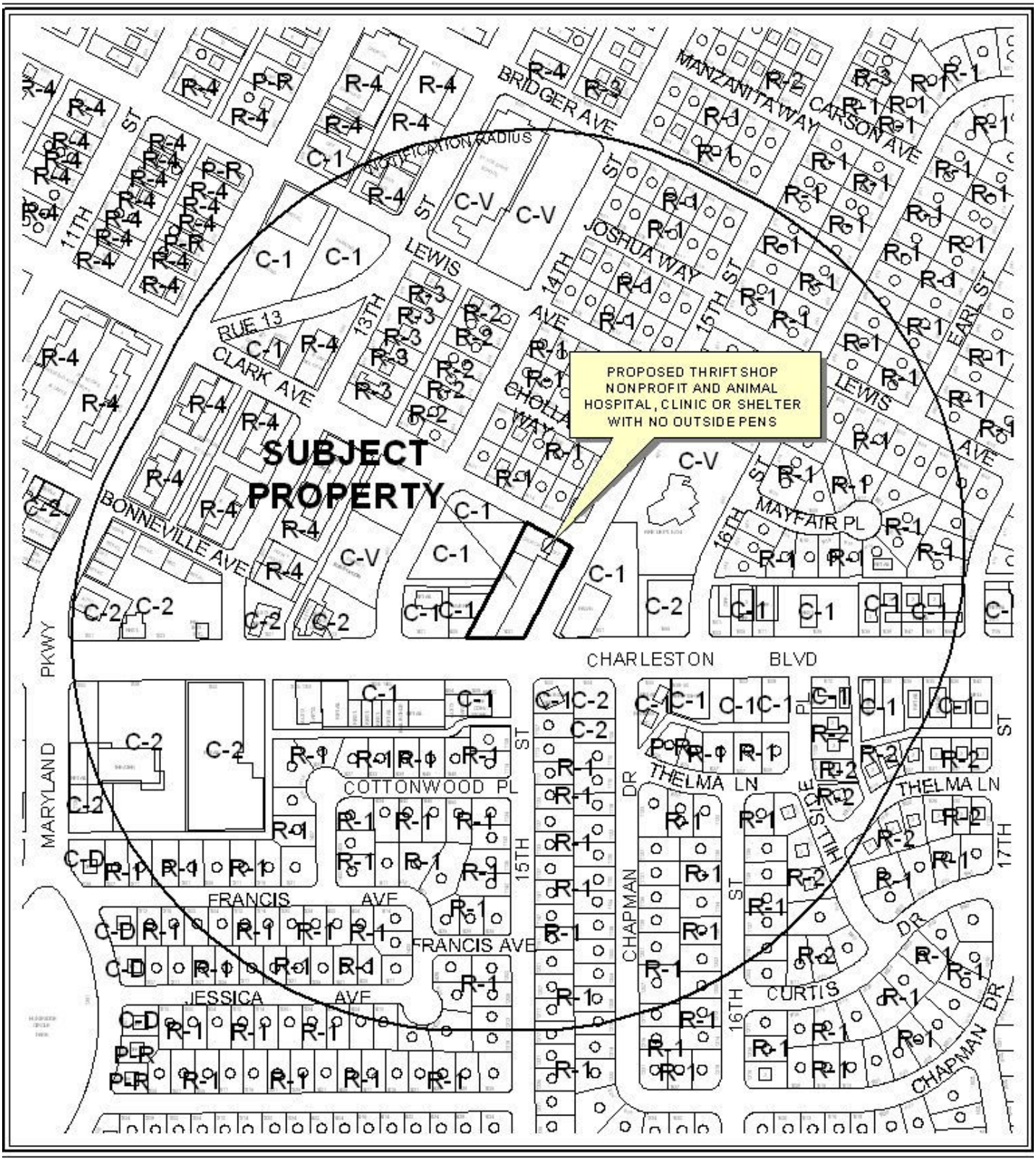
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-44662 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SRL FELINE FOUNDATION - OWNER: ROGER JUSSEAUME - For possible action on a request for a Special Use Permit FOR A PROPOSED THRIFTSHOP, NONPROFIT WITHIN AN EXISTING BUILDING at 1431 East Charleston Boulevard, Suites #17 and #19 (APN 139-35-401-004), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-0 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 (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - SUP-44662 and SUP-44663
2. Conditions and Staff Report - SUP-44662 and SUP-44663
3. Supporting Documentation
4. Photos - SUP-44662 and SUP-44663
5. Justification Letters - SUP-44662 and SUP-44663



0 300 600 Feet

CASE: **SUP-44662 & SUP-44663**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

CASE: **SUP-44662 & SUP-44663**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SRL FELINE FOUNDATION - OWNER: ROGER JUSSEAUME

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-44662	Staff recommends APPROVAL, subject to conditions:	
SUP-44663	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-44662 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Thrift Shop use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All donations shall be accepted only during business hours and shall not be dropped off or stored outside at any time.

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.

YK

SUP-44663 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Animal Hospital, Clinic or Shelter with No Outside Pens use

2. 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. This approval is limited to a Shelter for up to six felines at any given time.

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.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting Special Use Permits for a Thrift Shop, Non-Profit and an Animal Hospital, Clinic or Shelter with no outside Pens at 1431 East Charleston Boulevard, Suites 17 and 19. This is a small strip mall in a C-1 (Limited Commercial) district which allows such uses with approved Special Use Permits. Staff recommends approval, with conditions since the use is compatible with the surrounding developments. If denied, another location would have to be secured before these uses could obtain a business license.

ISSUES

- A Thrift Shop, Non-Profit is permitted in a C-1 (Limited Commercial) district with an approved Special Use Permit. Staff supports the request.
- An Animal Hospital, Clinic or Shelter with no outside Pens is permitted in a C-1 (Limited Commercial) district with an approved Special Use Permit. Staff supports the request, with a condition of approval to limit the use to a shelter for no more than six felines, as depicted in submitted plans.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/24/75	City Council approved a Special Use Permit (U-0052-75) for a Fortune Telling Business at 1431 East Charleston Boulevard. Staff recommended approval.
10/20/82	The City Council approved a Special Use Permit (U-0066-82) for a Class III Secondhand Dealer at 1431 East Charleston Boulevard. Staff recommended approval.
04/10/12	The Planning Commission voted (6-0) to recommend APPROVAL of companion items SUP-44662 & SUP-44663 (PC Agenda Items 31-32/yk).

Most Recent Change of Ownership	
03/31/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/22/01	A Business License (S08-00388-E-092023) for an Insurance Broker Office was issued. It was deemed out of business on 05/05/11.
02/26/08	A Business License (F04-00474-2-140720) for a Retail/Gift Shop was issued. It was deemed out of business on 01/27/11.

Pre-Application Meeting	
02/14/12	Staff met with the applicant and reviewed the requirements for Special Use Permit applications.

Neighborhood Meeting
No neighborhood meeting was required, nor was one held.

Field Check	
03/01/12	Staff visited the site and found an existing Thrift Shop in operation at the site.

Details of Application Request	
Site Area	
Net Acres	0.89

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	C (Commercial)	C-1 (Limited Commercial)
North	Single Family dwelling	ML (Medium/Low Density Residential)	R-1 (Single Family Residential)
	Office	O (Office)	P-O (Professional Office)
South	Convenience Store	C (Commercial)	C-1 (Limited Commercial)
	Auto Parts Store		
East	Pawn Shop	C (Commercial)	C-1 (Limited Commercial)
West	Tavern	C (Commercial)	C-1 (Limited Commercial)

Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

YK

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
15th Street	N/A	N/A	60	N/A

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office (old)	696 SF	1:300 SF	-3				
Retail (old)	336 SF	1:175 SF	-2				
Thrift Shop, Non-Profit (new) and Animal Hospital, Clinic, Shelter (no outside pens) (new)	1,032 SF	1:250 SF	+5				
TOTAL SPACES REQUIRED			5		47		Y
Regular and Handicap Spaces Required			4	1	45	2	Y

ANALYSIS

This site is parking impaired. However, the proposed uses require the same number of parking spaces as the previous uses; therefore, no additional parking spaces are required. Since the volunteer staff of the proposed Thrift Shop, Non-Profit use will also be staffing the proposed Animal Hospital, Clinic, Shelter (no outside pens) the parking requirement was all calculated using the more intense 1:250 SF standard of the Thriftshop.

The Thrift Shop, Non-Profit use is defined as "A shop that is operated by a nonprofit organization and that sells donated used merchandise only." The proposed use meets the definition since no new merchandise will be sold from the premises per the non-profit definition.

YK

The Minimum Special Use Permit Requirements for this use include:

1. No outdoor display, sales or storage of any merchandise shall be permitted.

   The proposed use meets this requirement as the applicant indicated during the pre-application meeting that this requirement would be met.

2. The use shall comply with the applicable requirements of LVMC Title 6.

   The proposed use meets this requirement.

The Animal Hospital, Clinic, or Shelter (with no outside Pens) use is defined as "A facility that provides medical or surgical treatment for animals or pets, as well as shelter and care during the time of such treatment; and does not use any outdoor pens in providing such shelter and care." The proposed use meets the definition as the applicant is proposing no outside pens and has indicated that the shelter will be used to rescue only cats.

The Minimum Special Use Permit Requirements for this use include:

1. The use shall have access to a collector street or larger.

   The proposed use meets this requirement since it is located on Charleston Boulevard, a Primary Arterial Street.

2. Animals shall be confined with an enclosed building at all times.

   The proposed use meets this requirement in that all cats will be confined inside the suites.

3. The building shall be designed to provide complete sound barriers and odor protection for adjacent properties.

   The proposed use meets this requirement as the applicant states that only six cages will be maintained and that cleaning will take place twice a day with air purifiers used continuously.

4. Rooms containing cages or pens are not permitted to have windows, doors or other penetrations on exterior walls adjacent to residences.

   The cages are not kept in the rear (north) side of the building; therefore, this requirement is met.

5. Noise levels must comply with the applicable provisions of LVMC Title 7.

   Regular inspections will be conducted to assure compliance.

6. No more than 25% of the floor area may be used for the boarding of animals.

   The floor plan indicates that less than 15% of the floor area will be used to house animals; therefore, this requirement is being met.

All the minimum requirements for the proposed uses are being met with this proposal; therefore, staff recommends approval, with conditions.

FINDINGS (SUP-44662)

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.**

   A Thrift Shop is a compatible use for this location. The property is zoned C-1 (Limited Commercial) which allows for the proposed use. No noise, odor or outside storage will be permitted with this use.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed site is located in a small strip mall on Charleston Boulevard that is parking impaired. The requested uses are less intense uses then the previous use and, therefore, no additional parking is required.

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 proposed use is at the intersection of East Charleston Boulevard and 15th Street. The Master Plan of Streets and Highways classifies Charleston as a Primary Arterial, which is adequate to meet the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

The proposed use will be monitored by Business Licensing and thus no public health, safety or welfare concerns will be allowed.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Thrift Shop, Non-Profit use meets all conditions per Title 19.12.

FINDINGS (SUP-44663)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   Title 19.12 conditions for an Animal Hospital, Clinic, or Shelter (with no outside pens) are being met. Therefore, the proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding development.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site is physically suitable for the type of land use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The proposed use is at the intersection of East Charleston Boulevard and 15th Street. The Master Plan of Streets and Highways classifies Charleston as a Primary Arterial, which is adequate to meet the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed use will be monitored by Business Licensing and thus no public health, safety or welfare concerns will be allowed.

5. **The use meets all of the applicable conditions per Title 19.12.**

   All conditions for an Animal Hospital, Clinic, or Shelter (with no outside pens) are being met.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 41

NOTICES MAILED 278 (By City Clerk)

APPROVALS 0

PROTESTS 0

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-44662** APN: 13935401004

Name of Property Owner: ROGER J. JUSSEAUME

Name of Applicant: SRL FELINE FOUNDATION

Name of Representative: PAT SNELL

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Roger J Jusseaume

Print Name: ROGER J. JUSSEAUME

Subscribed and sworn before me

This 15TH day of FEBRUARY, 2012

Joanne L Chauvin

Notary Public in and for said County and State

OFFICIAL SEAL
JOANNE L. CHAUVIN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 1, 2012

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FEB 23 2012

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) 1431 E. CHARLESTON #17, 19

Project Name SRL FELINE FOUNDATION **Proposed Use** NON-PROFIT THRIFT STORE

Assessor's Parcel #(s) 139354018 04 **Ward #** 3

General Plan: existing C proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Roger Jusseaume **Contact** Joanne Chauvin

Address 6363 S Kyrene Rd **Phone:** 4807759263 **Fax:** 4807758632

City Tempe **State** AZ **Zip** 85283

E-mail Address Allout enterprise @aol.com

APPLICANT THE SRL FELINE FOUNDATION **Contact** MARGRET WARD

Address 7456 TREASURE CHEST ST. **Phone:** (702) 938-7661 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89139

E-mail Address SRLFF@COX.NET

REPRESENTATIVE _____ **Contact** _____

Same **Address** _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Roger Jusseaume

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Roger Jusseaume

Subscribed and sworn before me

This 7 day of March, 20 11.

Joanne L Chauvin

Notary Public in and for said County and State Maricopa, AZ

OFFICIAL SEAL
JOANNE L. CHAUVIN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 1, 2012

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-44662
Meeting Date:	4/10/12
Total Fee:	1030.00
Date Received:*	2/21/12
Received By:	

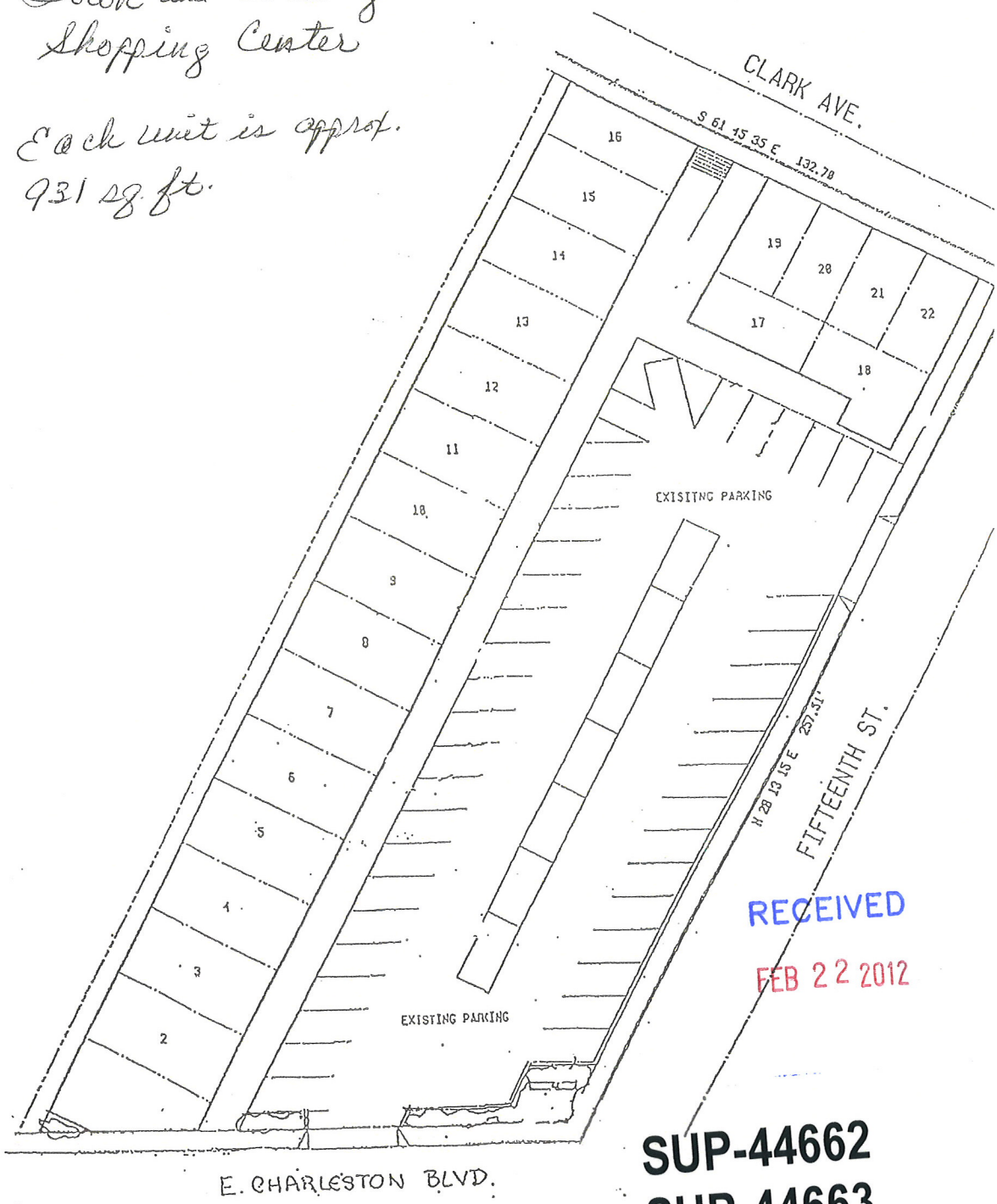
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
FEB 23 2012

f:\depot\Application Packet\Application Form.pdf

Town and Country Shopping Center

Each unit is approx. 931 sq. ft.

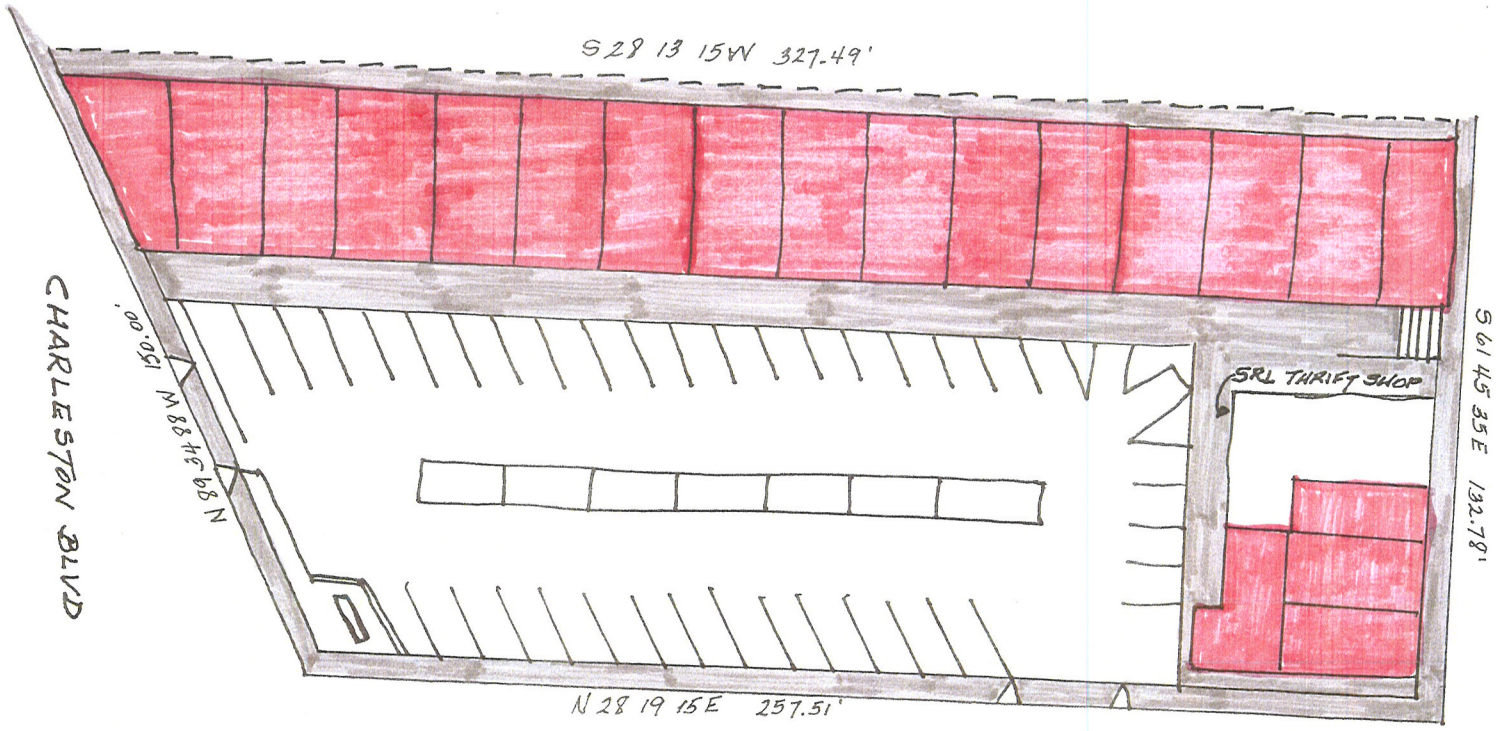


RECEIVED
FEB 22 2012

SUP-44662
SUP-44663

C-1
PARCEL #139.35-401-004

1431 EAST CHARLESTON BLVD. #17 & 19
LAS VEGAS - NEVADA 89104



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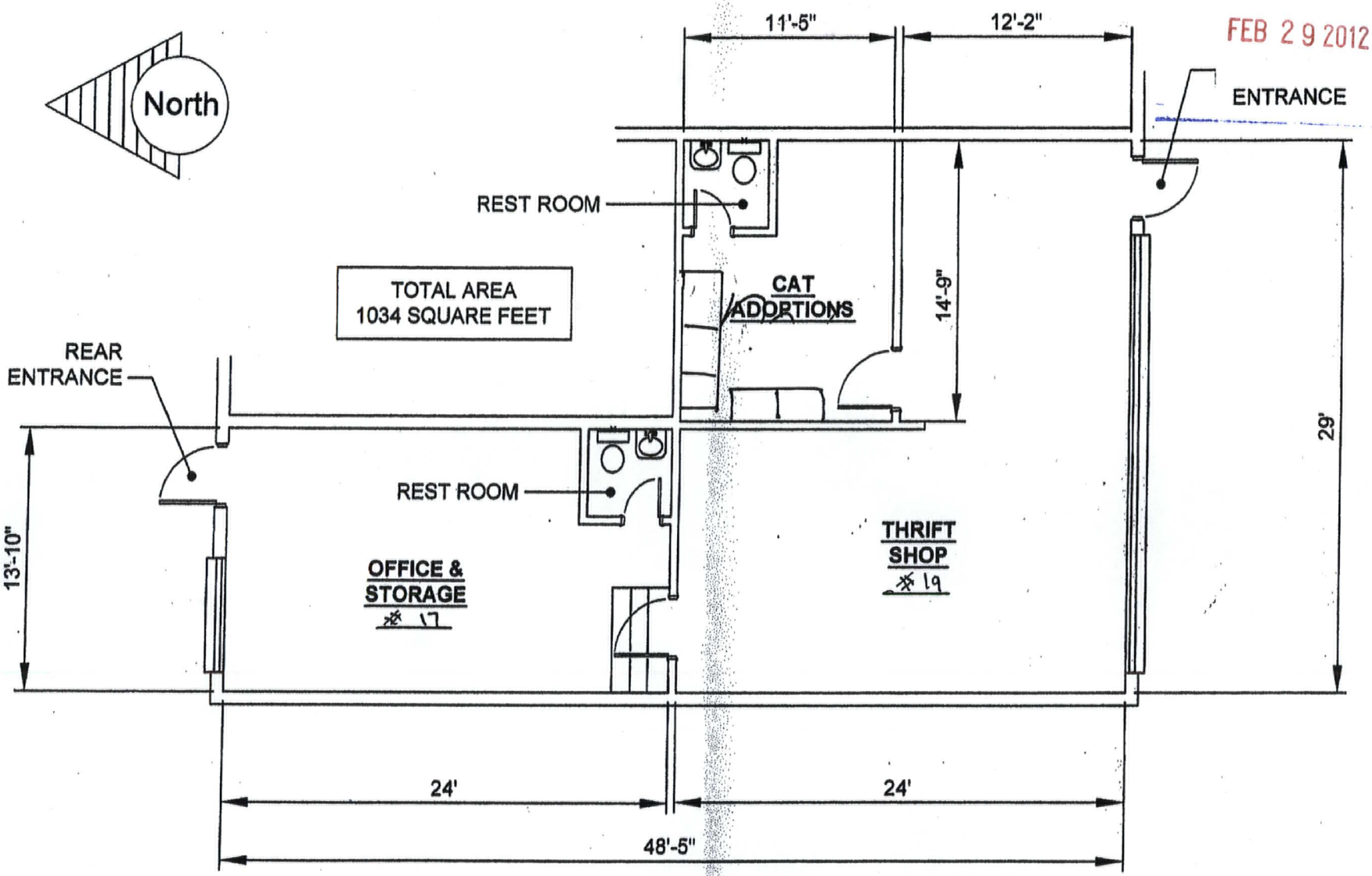
FEB 23 2012

SUP-44662
SUP-44663

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

RECEIVED
FEB 29 2012



FLOOR PLAN

SCALE 1/8" = 1'-0"

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

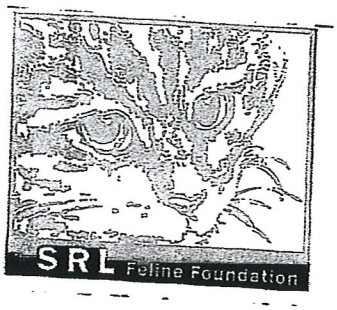
SUP-44662
SUP-44663

SUP-44662 & SUP-44663 – APPLICANT: SRL FELINE FOUNDATION – OWNER: ROGER JUSSEAUME
1431 EAST CHARLESTON BOULEVARD, SUITES #17 AND #19

03/01/12

SUP-44662 & SUP-44663 – APPLICANT: SRL FELINE FOUNDATION - OWNER: ROGER JUSSEAUME
1431 EAST CHARLESTON BOULEVARD, SUITES #17 AND #19

03/01/12



1431 E. Charleston Blvd.
Suites 17 and 18.
Las Vegas, Nv 89104
(702) 629-4040

February 21, 2012

Department of Planning
Planning Development Department
333 North Rancho Drive, Third Floor
Las Vegas, Nevada 89106

Re: Special Use Permit

To Whom It May Concern:

Following is the proposed plan submitted to qualify the lease of property located at 1431 East Charleston Boulevard, Spaces 17 and 19, Las Vegas 89139:

Use:

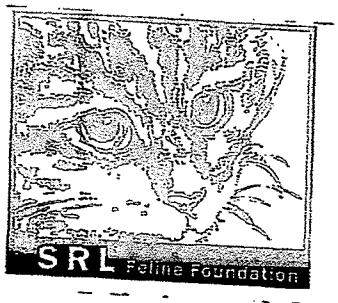
- Thrift Store—New (handmade knitted, crocheted cat beds, afghans, scarves, baby clothes, etc.) and gently used donated items.
- Temporary storage of cat food to be distributed immediately to TNR (Trap, Neuter and Return) City and County Program Cat Colony Caretakers.
- Adoption Center:
    1. Cats Only—Maximum six cages with one cage kept empty to facilitate cleaning.
    2. Cats will be kept in cages at all times.
    3. Cages will be cleaned twice daily (seven days a week) with air purifiers used continuously.
- Days and Hours of Operation: Tuesday, Wednesday, Friday, Saturday, Sunday, from 11:00 A.M. until 6:00 P.M.

If you need further information, please contact Janet Differ, Thrift Shop and Adoption Manager, at 702/359-1560.

Thank you for your consideration.

Patricia Snell
Secretary, SRL Feline Foundation

RECEIVED
FEB 23 2012
SUP-44662
SUP-44663



1431 E. Charleston Blvd.
Suites 17 and 18.
Las Vegas, Nv 89104
(702) 629-4040

February 21, 2012

Department of Planning
Planning Development Department
333 North Rancho Drive, Third Floor
Las Vegas, Nevada 89106

Re: Justification Letter

To Whom It May Concern:

The property at 1431 East Charleston Boulevard, Suites 17 and 18, Las Vegas, Nevada 89104, is to be used as a Thrift Shop and Cat Rescue Facility.

In accordance with Planning Department requests, the following pertains to this facility:

- There are no employees; the following personnel are volunteers: Janet Differ, Monica Burklund, Gary Meyers, Gary Rand, Maggie Ward, Pat Snell.
- The facility will be operational from 11:00 A.M. until 6:00 P.M. Tuesdays, Wednesdays, Fridays, Saturdays and Sundays.
- There are no similar uses owned or operated by applicant.
- A State License is required.
- Will this project participate in the City of Las Vegas Green Building Program? **N/A**
- Will this project be constructed to LEED or other equivalent standards? **N/A**
- Is there connectivity to adjacent parcels? **NO**
- Will the proposed project qualify as a walkable community? **N/A**
- Is the project using any means of sustainable construction? **NO**
- Will this project meet the intent of the Urban Forestry Initiative? **NO**
- Will the project provide any bicycle parking? **NO**
- Will the project provide any electric vehicle recharging stations? **NO**

If further information is required, please contact the SRL Feline Foundation at 702/629-4040, Janet Differ (Thrift Shop Manager) at 702/579-1560, or Patricia Snell (Secretary) at 702-341-6393.

Thank you for your consideration.

Patricia Snell
Secretary

RECEIVED
FEB 23 2012

SUP-44662
SUP-44663

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:
SUP-44663 - SPECIAL USE PERMIT RELATED TO SUP-44662 - PUBLIC HEARING - APPLICANT: SRL FELINE FOUNDATION - OWNER: ROGER JUSSEAUME - For possible action on a request for a Special Use Permit FOR A PROPOSED ANIMAL HOSPITAL, CLINIC OR SHELTER WITH NO OUTSIDE PENS WITHIN AN EXISTING BUILDING at 1431 East Charleston Boulevard, Suites #17 and #19 (APN 139-35-401-004), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-0 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 (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-44663** APN: 139354010 04

Name of Property Owner: Roger Jusseaume

Name of Applicant: SRL Feline Foundation

Name of Representative: Margret Ward

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 __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Roger J Jusseaume

Print Name: Roger Jusseaume

Subscribed and sworn before me

This 7 day of March, 20 11

Joanne L Chauvin

Notary Public in and for said County and State Maricopa, AZ

OFFICIAL SEAL
JOANNE L. CHAUVIN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 1, 2012

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FEB 23 2012

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) 1431 EAST CHARLESTON #17, 19

Project Name SRL FELINE FOUNDATION **Proposed Use** ANIMAL SHELTER

Assessor's Parcel #(s) 139 35 401 004 **Ward #** 3

General Plan: existing C proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Roger Jusseaume **Contact** Joanne Chauvin

Address 6363 S Kyrene **Phone:** 480 775 9263 **Fax:** 480 775 8632

City Tempe **State** AZ **Zip** 85283

E-mail Address allouterprise@aol.com

APPLICANT THE SRL FELINE FOUNDATION **Contact** MARGRET WARD (702)

Address 7456 TREASURE CHEST ST. **Phone:** 326-7661 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89139

E-mail Address SRLFF@cox.net

REPRESENTATIVE Same **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Roger Jusseaume

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Roger Jusseaume

Subscribed and sworn before me

This 7 day of March, 20 11.

Joanne L Chauvin

Notary Public in and for said County and State Maricopa, AZ

OFFICIAL SEAL
JOANNE L. CHAUVIN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 1, 2012

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-44663
Meeting Date:	4/10/12
Total Fee:	$1030.00
Date Received:*	2/21/12
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

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FEB 23 2012

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 16, 2012

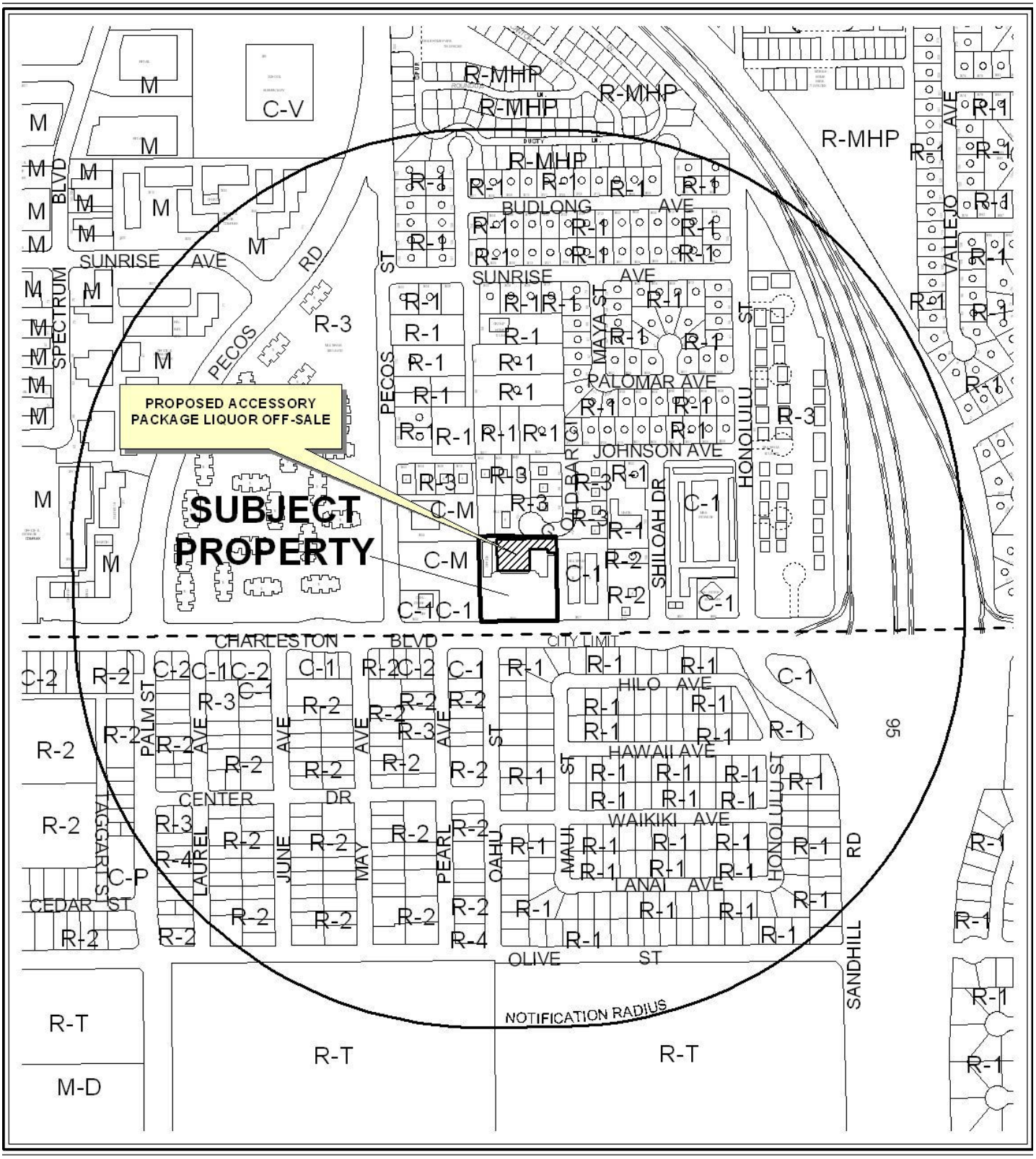
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-44681 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DOLGEN MIDWEST, LLC - OWNER: B. LANCE MILLER & MARIANNE MILLER, ET AL - For possible action on a request for a Special Use Permit FOR A 17 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN A PROPOSED 19,676 GROCERY STORE at 3700 East Charleston Boulevard, Suite #120 (APN 140-31-401-036), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Request to Withdraw Without Prejudice – Submitted by Kolesar and Leatham
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Backup referenced from the April 10, 2012 Planning Commission Meeting Item – SUP-44681



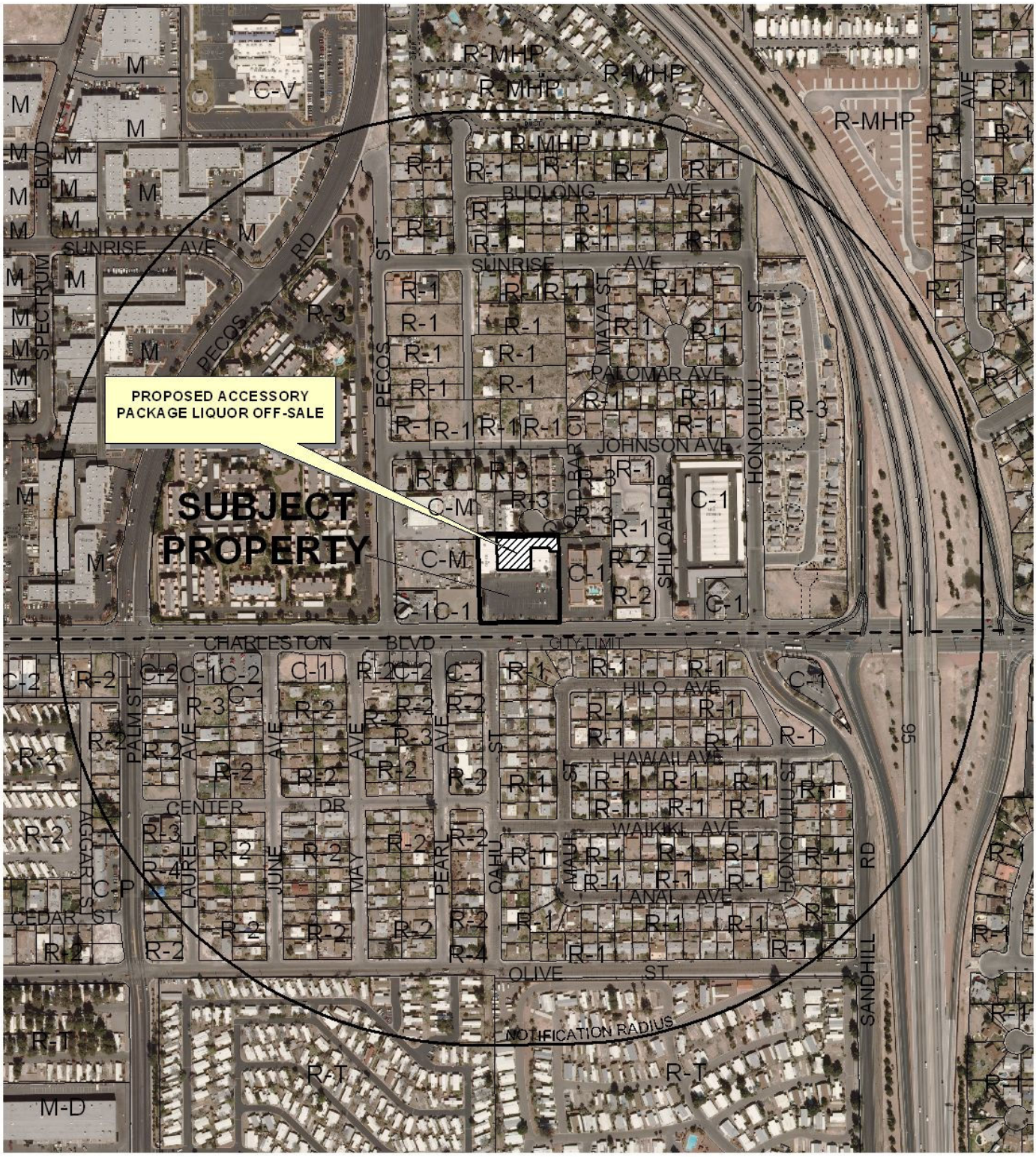
0 500 1000 Feet

CASE: **SUP-44681**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

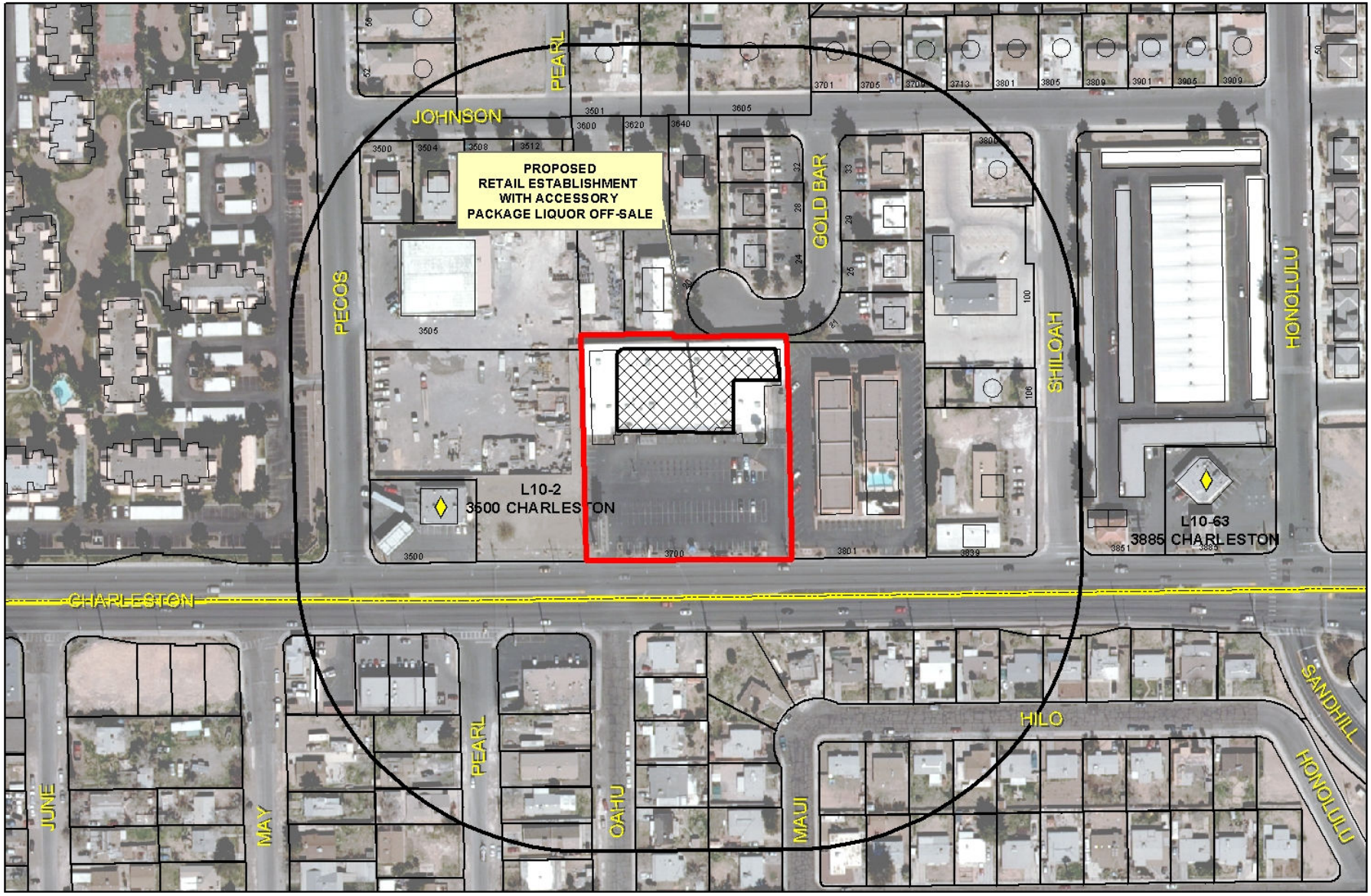
N



CASE: **SUP-44681**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-44681

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

KOLESAR & LEATHAM

April 16, 2012

City of Las Vegas
Office of the City Clerk
495 South Main Street
Las Vegas, NV 89101

Via Facsimile (702-382-4803)

Re: Dolgen Midwest, LLC - Withdrawal of Special Use Permit Application

SUP Number:	**SUP 44681**
Applicant:	**Dolgen Midwest, LLC d/b/a Dollar General #13694**
APN:	**140-31-401-036**
Business Address:	**3700 E. Charleston Blvd., Suite 120** **Las Vegas, NV 89110**

Dear Sir/Madam:

This firm represents Dolgen Midwest, LLC, a Tennessee limited liability company, dba Dollar General #13694 (the "Applicant") with respect to liquor licensing matters in Nevada.

The Applicant filed a request for a Special Use Permit for package liquor at the above-referenced business location (the "Store") on February 22, 2012. The Special Use Permit request was recently approved by the Las Vegas Planning Commission on April 10, 2012 and is currently scheduled to be heard before the Las Vegas City Council on May 16, 2012.

However, the Special Use Permit request that was approved by the Planning Commission inaccurately represented the amount of floor space that will be devoted to the display of alcoholic beverages at the Store. As such, the Applicant hereby withdraws the Special Use Permit request.

The Applicant is in the process of re-applying for a new Special Use Permit with the corrected amount of floor space devoted to the display of alcoholic beverages at the Store.

In the event you have any questions with regard to the foregoing, please do not hesitate to contact us. Thank you.

Very truly yours,

KOLESAR & LEATHAM

Benjamin J. Volmer, Esq.

BJV:klm

cc: Steve Gebeke (via email: sgebeke@LasVegasNevada.gov)
Michael Howe (via email: mphowe@LasVegasNevada.gov)
Matthew D. Saltzman, Esq.
Dianne M. Sheridan, Paralegal

RECEIVED
APR 16 2012

ATTORNEYS AT LAW
400 SOUTH RAMPART, SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800
KLNEVADA.COM

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: APRIL 10, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DOLGEN MIDWEST, LLC - OWNER: B. LANCE MILLER & MARIANNE MILLER, ET AL

**** STAFF RECOMMENDATION ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-44681	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

SUP-44681 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Retail Establishment with Accessory Package Liquor use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All 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. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

MH

Conditions Page Two
April 10, 2012 - Planning Commission Meeting

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

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
April 10, 2012 - Planning Commission Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The proposed Special Use Permit request is for a Retail Establishment with Accessory Package Liquor Off-Sale use that will occupy a 17 square-foot area within a proposed 19,676 square-foot Grocery Store. The proposed use will be located within an existing 29,880 square-foot Shopping Center at 3700 East Charleston Boulevard, Suite #120. The proposed use is compatible with the adjacent commercial uses and is consistent with the SC (Service Commercial) land use designation; therefore, staff recommends approval. If denied, the proposed use would not be allowed at this location.

ISSUES

- The Retail Establishment with Accessory Package Liquor Off-Sale use is permitted in the C-1 (Limited Commercial) Zoning District with the approval of a Special Use Permit.
- No waivers are required for distance separation requirements per Title 19.12, as the use is located more than 400 feet from any church, synagogue, school, or child care facility licensed for more than 12 children, or City park.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/06/83	The Board of City Commissioners approved a request for Rezoning (Z-0018-83) from R-2 (Two-Family Residential), R-1 (Single Family Residential), and C-1 (Limited Commercial) to C-M (Commercial/Industrial) for a Contractor's Yard on property generally located on the north side of Charleston Boulevard between Pecos Road and Shiloh Drive. The Planning Commission recommended approval.
06/06/90	The City Council approved a request for a Special Use Permit (U-0039-90) to construct a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 3700 East Charleston Boulevard. The Board of Zoning Adjustment recommended denial.
02/23/98	The City Council rescinded and approved a previously denied request for a Required Review [U-0039-90(1)] of an approved Special Use Permit (U-0039-90) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 3700 East Charleston Boulevard. The Board of Zoning Adjustment recommended denial on 07/25/95.

07/12/06	The City Council approved a request for a Special Use Permit (SUP-13198) for Accessory Packaged Liquor Off-Sale Establishment within a proposed Grocery Store at 3700 East Charleston Boulevard. The Planning Commission and staff recommended approval. This entitlement has expired.
02/18/09	The City council approved a Required Review (RQR-31805) for an approved Special Use Permit (U-0039-90) to allow a 55-foot tall Off-Premise Sign at 3700 East Charleston Boulevard. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
09/29/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/07/07	A building permit (#07-001515) was issued for a 1,730 square-foot tenant improvement at 3700 East Charleston Boulevard, Suite #140. A certificate of occupancy was issued on 12/31/07.
07/23/09	A building permit (#144077) was issued for a 2,700 square-foot tenant improvement at 3700 East Charleston Boulevard, Suite #100. A certificate of occupancy was issued on 08/03/09.
03/01/12	A building permit (#203879) was issued for a 19,676 square-foot tenant improvement for a proposed grocery store at 3700 East Charleston Boulevard, Suite #120. A final inspection has not been scheduled.

Pre-Application Meeting	
02/14/12	A pre-application meeting was held to discuss submittal requirements for a proposed Retail Establishment with Accessory Package Liquor Off-Sale use associated with a proposed Grocery Store. The applicant was informed that no distance separation waivers would be required.

Field Check	
03/01/12	A field check was conducted by staff. The subject site is currently under construction for tenant improvements.

Details of Application Request	
Site Area	
Net Acres	2.04

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Outside Storage	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
South	Unincorporated Clark County – Single Family Detached	Unincorporated Clark County – RS (Residential Suburban)	Unincorporated Clark County – R-1 (Single Family Residential)
East	Multi-Family Residential	SC (Service Commercial)	C-1 (Limited Commercial)
West	Outside Storage	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
	Undeveloped	SC (Service Commercial)	R-2 (Medium-Low Density Residential)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	29,880 SF	1:250 SF					
TOTAL SPACES REQUIRED			120		155		
Regular and Handicap Spaces Required			115	5	149	6	Y

MH

ANALYSIS

Per Title 19.12, the Retail Establishment with Accessory Package Liquor Off-Sale use is defined as "A retail establishment:

1. Whose license to sell alcoholic beverages authorizes their sale to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold; and
2. In which the sale of alcoholic beverages is ancillary to the retail use, and in which no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages.

This use includes an establishment that provides on-premises wine, cordial and liqueur tasting if the licensee also holds a wine, cordial and liqueur tasting license for that location."

The proposed use meets the definition through the applicant's justification letter and provided floor plans.

The Minimum Special Use Permit Requirements for this use include:

1. Except as otherwise provided in this Chapter, no retail establishment accessory package liquor off-sale (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.

   The proposed use meets this requirement, as there are no protected uses within 400 feet of the subject property.

2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:

a. Any leasehold parcel;

b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.

The proposed use meets this requirement, as no waiver is required.

3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:

   a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

   b. In the case of a proposed establishment which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property lines of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

   The proposed use meets this requirement, as no waiver is required.

4. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

   The proposed use meets this requirement, as no waiver is required.

5. The minimum distance requirements in Requirement 1 do not apply to:

   a. An establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or

   b. A proposed establishment having more than 50,000 square feet of retail floor space.

   Neither condition applies to the proposed use.

6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

The proposed use must meet this requirement through ongoing inspections and enforcement from the Business Services Division.

7. The minimum distance requirements set forth in Requirement 1, which are otherwise nonwaivable under the provisions of LVMC 19.12.050(C), may be waived:

    a. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;

    b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan;

    c. In connection with a proposed establishment having between 20,000 square feet and 50,000 square feet of retail floor space.

    d. In connection with a retail establishment having less than 20,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or right-of-way with a width of at least 100 feet.

    The proposed use meets this requirement, as no waiver is required.

The proposed project is located on land designated by the SC (Service Commercial) land use, and within the C-1 (Limited Commercial) zoning district. The proposed is permitted with the approval of a Special Use Permit. The alcohol sales are restricted to an approximate 17 square-foot retail display area, consisting mostly of refrigerated coolers, within a proposed 19,676 square-foot Grocery Store. Staff recommends approval as the proposed use meets the minimum requirements and will be operated within a newly developed shopping center with no protected uses within a 400-foot radius.

FINDINGS (SUP-44681)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

The proposed use is compatible with the surrounding neighborhood and with future uses as projected by the General Plan. There are no protected uses within the minimum separation distance required by Title 19.12.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site can accommodate the proposed Retail Establishment with Accessory Package Liquor within the existing 19,676 square-foot suite that will operate as a Grocery Store. The 29,880 square-foot Shopping Center has been design to accommodate such uses and adequate parking is provided.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

The site is served by Charleston Boulevard and the addition of this use will not negatively affect the ability of the street network to accommodate current and future traffic loads.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of this request will not be inconsistent with the public health, safety, and welfare. The proposed use is consistent with the overall objectives of the General Plan as the use is permitted in the SC (Service Commercial) land use designation

5. The use meets all of the applicable conditions per Title 19.12.

The use complies with all applicable conditions of Title 19.12.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 431 (By City clerk)

APPROVALS 2

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-44681** APN: 140-31-401-036

Name of Property Owner: B. Lance Miller & Marianne Miller (80%)
Michael Van Volkom & Nadine Van Volkom (20%)

Name of Applicant: Dolgen Midwest, LLC (Dollar General # 13694)

Name of Representative: Kolesar & Leatham, Chtd. (Benjamin J. Volmer, Esq.)

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: Michael Van Volkom

Subscribed and sworn before me

This 3rd day of February, 2012

_____
Notary Public in and for said County and State

ROBIN BERRY
Commission # 1932509
Notary Public - California
Los Angeles County
My Comm. Expires Apr 14, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Dolgen Midwest, LLC

Project Address (Location) 3700 E. Charleston Blvd., Suite ____, Las Vegas, Nevada 89110

Project Name Dollar General #13694 **Proposed Use** Grocery Store w/ Package Liquor Sales

Assessor's Parcel #(s) 140-31-401-036 **Ward #** 3

General Plan: existing ____ proposed ____ **Zoning:** existing ____ proposed ____

Commercial Square Footage 19,616 sf leased **Floor Area Ratio** 12,996 sf Sales Floor area

Gross Acres ____ **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER B. Lance Miller & Marianne Miller (80%) Michael Van Volkom & Nadine Van Volkom (20%) **Contact** Michael Van Volkom and Lance Miller

Address c/o Westhill Management Co 220 26th Street #200 **Phone:** 395-7272 310 **Fax:** 395-7326 310

City Santa Monica **State** CA **Zip** 90402

E-mail Address ____

APPLICANT Dolgen Midwest, LLC **Contact** Valerie James

Address 100 Mission Ridge Attn: Tax Dept-BW **Phone:** 615-855-5484 **Fax:** 877-364-4130

City Goodlettsville **State** TN **Zip** 37072

E-mail Address vjames@dollargeneral.com or tax-beerandwinelicense@dollargeneral.com

REPRESENTATIVE Kolesar & Leatham, Chtd. **Contact** Benjamin J. Volmer, Esq.

Address 400 S. Rampart Blvd., Suite 400 **Phone:** 702-362-7800 **Fax:** 702-362-9472

City Las Vegas **State** NV **Zip** 89145

E-mail Address bvolmer@klnevada.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 Michael Van Volkom

Subscribed and sworn before me

This 3rd day of February, 20 12.

Rob Berry

Notary Public in and for said County and State

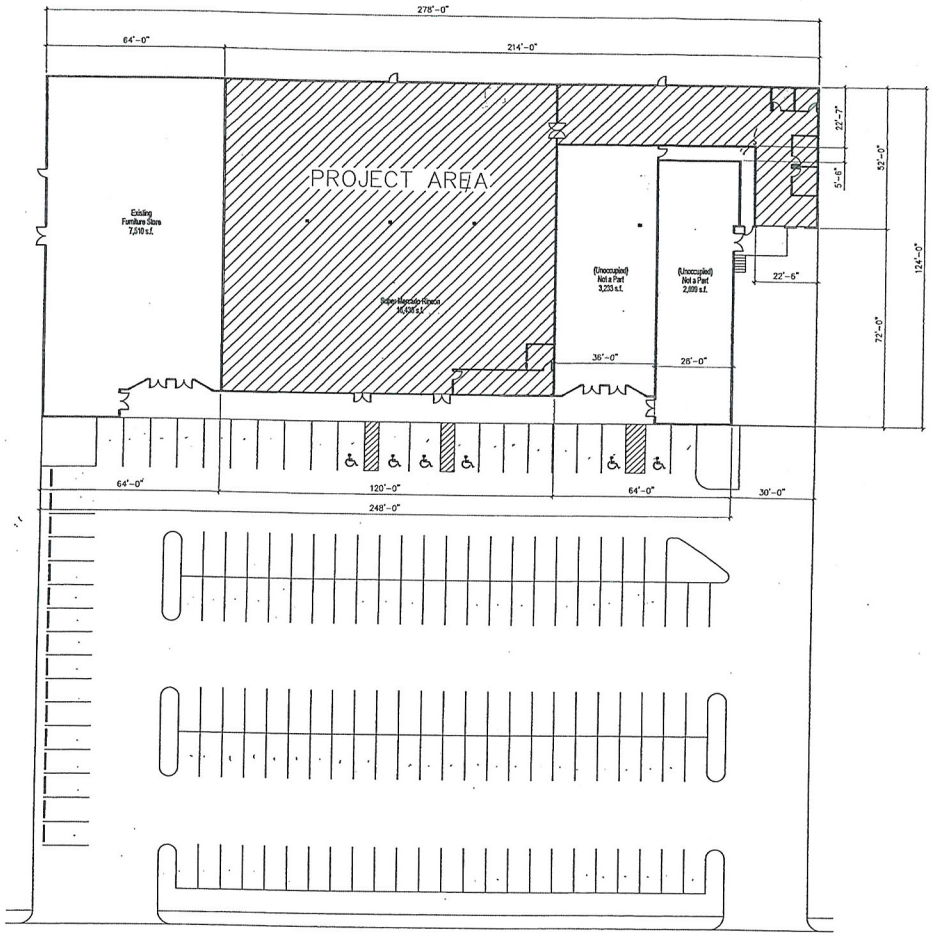
ROBIN BERRY
Commission # 1932509
Notary Public - California
Los Angeles County
My Comm. Expires Apr 14, 2015

FOR DEPARTMENT USE ONLY

Case #	SUP-44681
Meeting Date:	4-10-12
Total Fee:	1280.00
Date Received:*	2-22-12
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.

RECEIVED
FEB 22 2012
City of Las Vegas
Department of Planning



1 A0.01 Site Plan SCALE: 1"=20'-0"

REFERENCE NORTH

SUPERMERCADO PARKING CALCULATIONS:

16,438 S.F. @ 4 SPACES PER 1000 S.F.
= 16.44 x 4 = 65.76 ≅ 66 SPACES

12-14-11 Based on false delivery report, truck can enter the site and access the delivery area without any concerns.

RECEIVED
FEB 22 2012
City of Las Vegas
Department of Planning

APPROVED
BY
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

PLANS APPROVED
ARCHITECTURAL
Building & Safety Dept.
City of Las Vegas, Nevada

T.S. MAY 26 2006

Drawn Plan Include Structural, Electrical, Plumbing/Mechanical or Off-Site Improvements Make No Change Without Approval Plan N

Copyright 2006 Quality Choice Construction

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QUALITY CHOICE CONSTRUCTION
2775 S. NELLIS BLVD., STE 5
LAS VEGAS, NEVADA 89121
Ph.: (702) 641-2400
Fax.: (702) 641-2401
LICENSE #: 44164
SIGNATURE

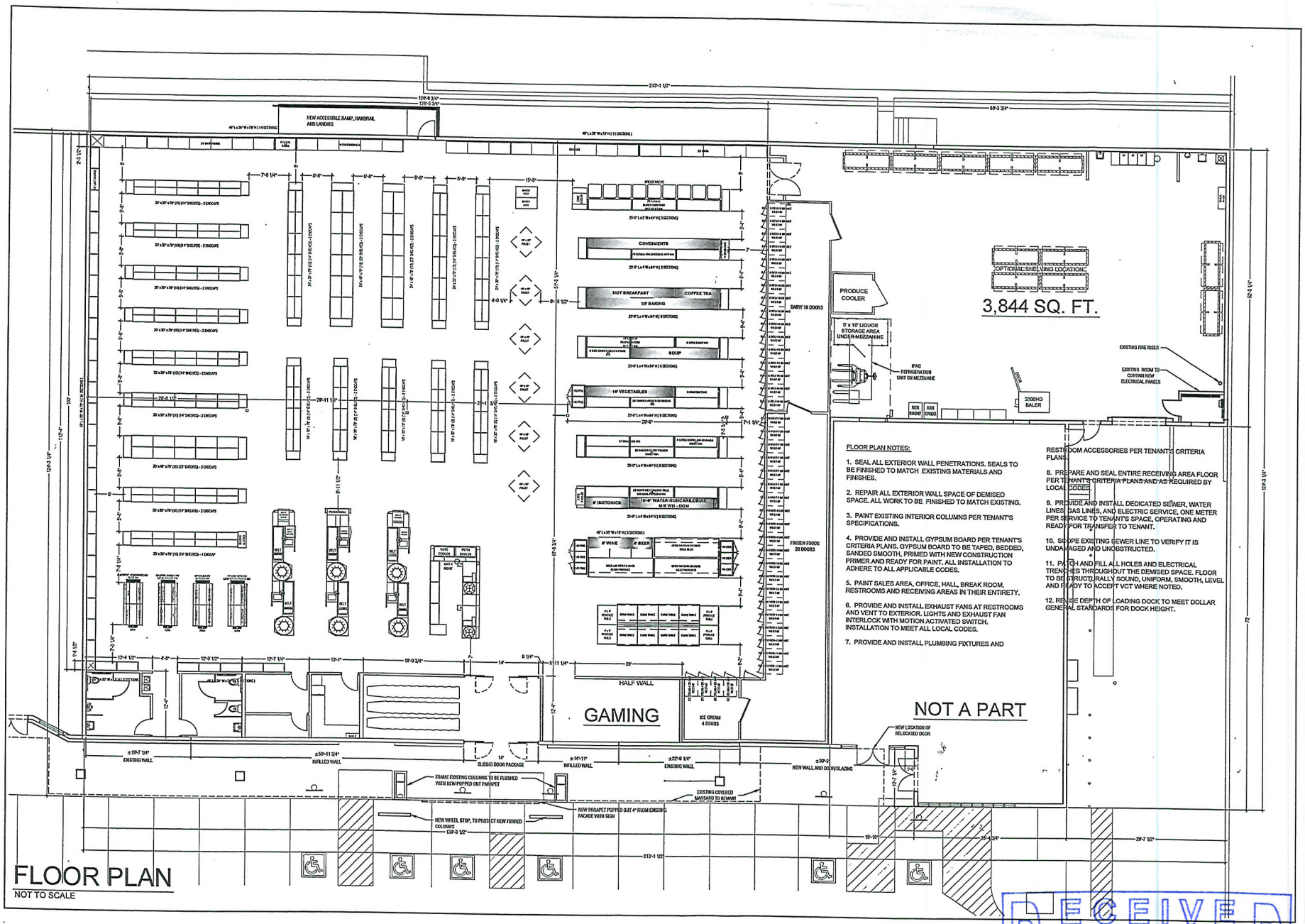
TENANT IMPROVEMENT INTERIOR REMODEL
FOR
SUPERMERCADO RINCON LATINO
3700 E. CHARLESTON BLVD.
LAS VEGAS, NV
BUILDING LAYOUT

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. THIS DOCUMENT, INCLUDING IDEAS AND DESIGNS IT CONTAINS IS AN INSTRUMENT OF PROFESSIONAL SERVICES RENDERED BY QUALITY CHOICE CONSTRUCTION. THIS DOCUMENT MAY NOT BE USED COPIED OR PUBLISHED BY ANY METHOD IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN THIS SPECIFIC PROJECT WITHOUT THE EXPRESSED CONSENT AND AUTHORIZATION OF QUALITY CHOICE CONSTRUCTION.

DATE: 04/21/2006
DRAWN BY: PTR
SCALE: AS NOTED

SHEET
A0.01

SUP-44681



FLOOR PLAN NOTES:

1. SEAL ALL EXTERIOR WALL PENETRATIONS. SEALS TO BE FINISHED TO MATCH EXISTING MATERIALS AND FINISHES.
2. REPAIR ALL EXTERIOR WALL SPACE OF DEMISED SPACE. ALL WORK TO BE FINISHED TO MATCH EXISTING.
3. PAINT EXISTING INTERIOR COLUMNS PER TENANT'S SPECIFICATIONS.
4. PROVIDE AND INSTALL GYPSUM BOARD PER TENANT'S CRITERIA PLANS. GYPSUM BOARD TO BE TAPED, BEDDED, SANDED SMOOTH, PRIMED WITH NEW CONSTRUCTION PRIMER AND READY FOR PAINT. ALL INSTALLATION TO ADHERE TO ALL APPLICABLE CODES.
5. PAINT SALES AREA, OFFICE, HALL, BREAK ROOM, RESTROOMS AND RECEIVING AREAS IN THEIR ENTIRETY.
6. PROVIDE AND INSTALL EXHAUST FANS AT RESTROOMS AND VENT TO EXTERIOR. LIGHTS AND EXHAUST FAN INTERLOCK WITH MOTION ACTIVATED SWITCH. INSTALLATION TO MEET ALL LOCAL CODES.
7. PROVIDE AND INSTALL PLUMBING FIXTURES AND RESTROOM ACCESSORIES PER TENANT'S CRITERIA PLANS.
8. PREPARE AND SEAL ENTIRE RECEIVING AREA FLOOR PER TENANT'S CRITERIA PLANS AND AS REQUIRED BY LOCAL CODES.
9. PROVIDE AND INSTALL DEDICATED SEWER, WATER LINES, GAS LINES, AND ELECTRIC SERVICE, ONE METER PER SERVICE TO TENANT'S SPACE, OPERATING AND READY FOR TRANSFER TO TENANT.
10. SCOPE EXISTING SEWER LINE TO VERIFY IT IS UNDAMAGED AND UNOBSTRUCTED.
11. PATCH AND FILL ALL HOLES AND ELECTRICAL TRENCHES THROUGHOUT THE DEMISED SPACE. FLOOR TO BE STRUCTURALLY SOUND, UNIFORM, SMOOTH, LEVEL AND READY TO ACCEPT VCT WHERE NOTED.
12. REVISE DEPTH OF LOADING DOCK TO MEET DOLLAR GENERAL STANDARDS FOR DOCK HEIGHT.

FLOOR PLAN

NOT TO SCALE

DG

PROPOSED LOCATION:
LAS VEGAS
NV
3700 CHARELSTON

REVISED BY:

DOLLAR GENERAL

A & E Department
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
615-855-4000

DATE: 11/15/11

SCALE: N.T.S.

SHEET NO: A1

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SUP-44681
City of Las Vegas
Department of Planning

SUP-44681 - APPLICANT: DOLGEN MIDWEST, LLC - OWNER: B. LANCE MILLER & MARIANNE MILLER, ET AL
3700 EAST CHARLESTON BOULEVARD

03/01/12

KOLESAR & LEATHAM
ATTORNEYS AT LAW
400 SOUTH RAMPART BLVD., SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800
klnevada.com

February 22, 2012

City of Las Vegas
Department of Planning & Development
333 North Rancho Drive
Las Vegas, NV 89106

Via Hand-Delivery

Re: Dolgen Midwest, LLC - Special Use Permit Application for Grocery Store with Package Liquor

Applicant: **Dolgen Midwest, LLC d/b/a Dollar General #13694**
APN: **140-31-401-036**
Business Address: **3700 E. Charleston Blvd., Suite 120**
Las Vegas, NV 89110

Dear Sir/Madam:

This firm represents Dolgen Midwest, LLC, a Tennessee limited liability company, dba Dollar General #13694 (the "Applicant") with respect to liquor licensing matters in Nevada. Enclosed for processing, please find the Applicant's Special Use Permit Application for a Grocery Store with Package Liquor, which includes the following:

1) Submittal Checklist;
2) Special Use Permit Application/Petition Form;
3) Statement of Financial Interest;
4) Grant, Bargain and Sale Deed and Legal Description;
5) Assessor's Parcel Map;
6) Meeting notes and checklist signed by City Planner (original and one copy);
7) Development Impact Notice and Assessment (DINA) Project of Regional Significance (PRS);
8) Site Plan (6 folded, 1 rolled, 1 8½" x 11");
9) Floor Plan (1 folded, 1 rolled, 1 8½" x 11"); and
10) Check in the amount of $1,280 in payment of the required filing fees.

The Applicant is proposing to open an 18,250 square foot retail business selling grocery and related products (the "Store") at the above referenced address (the "Premises"). Among the grocery products to be sold, the Applicant desires to engage in the sale of package alcoholic beverage sales at the Store as permitted with a Package Liquor License pursuant to Las Vegas Municipal Code 6.50.170. It is anticipated that the Store will operate every day between the hours of 7:00 AM and

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City of Las Vegas
Department of Planning

12:00 midnight and will provide employment to approximately twenty-five (25) to thirty-five (35) employees.

The Store will provide a benefit to the community and the neighboring businesses in the surrounding area. As an anchor tenant and national retail brand, the Store will draw customer traffic to the neighboring businesses in the community. The Applicant acknowledges that no more than ten percent (10%) of the floor space of the business may be dedicated to the display of alcoholic beverages.

The introduction of package alcoholic beverage sales at the Premises will not adversely affect the environment or character of the immediate community, nor will it have a detrimental impact on adjacent properties. As a retail grocery store and market, the proposed use is harmonious and compatible with adjacent development and with existing land uses in the immediate vicinity. We do not believe that any additional public services, utilities, parking or waivers will be necessary to accommodate the Store at the Premises. Further, the approval of a Special Use Permit at the Premises will not be inconsistent with or compromise the public health, safety and welfare of the overall objectives of the General Plan.

There is adequate employee and customer parking available at the Premises and the site provides adequate pedestrian and vehicle ingress/egress to and from the Premises from East Charleston Boulevard.

In the event you have any questions with regard to the foregoing, please do not hesitate to contact us. Thank you.

Very truly yours,

KOLESAR & LEATHAM

Benjamin J. Volmer, Esq.

BJV:dms
Enclosures: as stated
cc: Valerie James (w/o encls.)
Matthew D. Saltzman, Esq. (w/o encls.)
Dianne M. Sheridan, Paralegal (w/o encls.)
Ashley E. Ganz, Paralegal (w/o encls.)

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NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **SUP-44681 - APPLICANT: DOLGEN MIDWEST, LLC - OWNER: B. LANCE MILLER & MARIANNE MILLER, ET AL**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***APRIL 10, 2012*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax or email it to ***Carman Burney at (702) 385-7268 or cburney@lasvegasnevada.gov*** If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***APRIL 9, 2012.***

Signature

04.05.12
Date

James W. Thorpe, Sr VP
Please Print Name

Dolgen Midwest LLC dba Dollar General 13694
Company Name

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APR - 9 2012

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

Submitted after final agenda
Date 4/10/2012 Item 10

10

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 [illegible] request, check the appropriate box below and return this card in a [illegible] with postage to the Department of Planning, Case Planning Divisio[illegible] address listed above or fax this side of this card to (702) 385-7268. If [illegible] like to contact your Council Representative, please call (702) 229-[illegible]

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for comments.

SUP-44681

Planning Commission Meeting of 4/10/2012

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PLAN

Case: SUP-44681

16106112085
GAUTHIER DAVID
P O BOX 4754
CHATSWORTH CA 91313-4754 91313-475

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City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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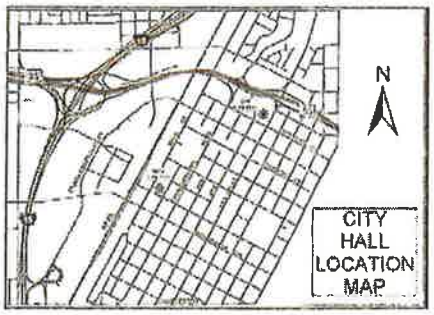

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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Teofilo Vazquez

SUP-44681
Planning Commission Meeting of 4/10/2012

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-44681
16106112098
VAZQUEZ TEOFILO & VIRGINIA
3741 WAIKIKI AVE
LAS VEGAS NV 89104-4662 89104-4662

IDP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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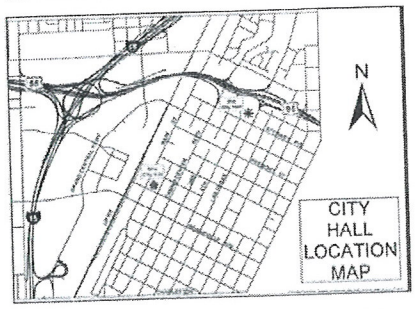

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☐ I SUPPORT this Request ☒ I OPPOSE this Request *see other side for Comment

Please use available blank space on card for your comments.

SUP-44681
Planning Commission Meeting of 4/10/2012

Case: SUP-44681
14031410045
SNAVELY MARK STEVEN & ANN M
3812 SUNRISE AVE
LAS VEGAS NV 89110-4340 89110-4340

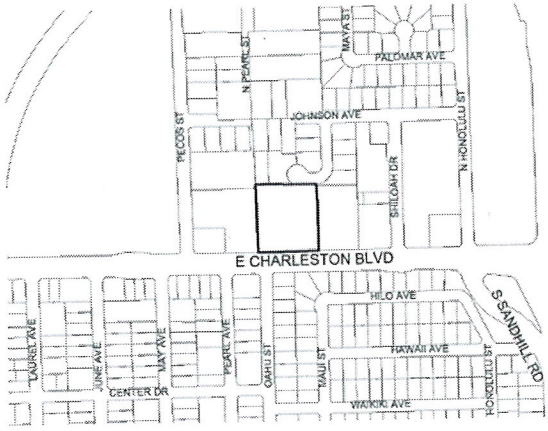
22 BRDFN1 89110

Application Information

SUP-44681 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DOLGEN MIDWEST, LLC - OWNER: B. LANCE MILLER & MARIANNE MILLER, ET AL - For possible action on a request for a Special Use Permit FOR A 17 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN A PROPOSED 19,676 GROCERY STORE at 3700 East Charleston Boulevard, Suite #120 (APN 140-31-401-036), C-1 (Limited Commercial) Zone, Ward 3 (Coffin).

*There is already too much liquor in this neighborhood.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*April 10, 2012*
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street Las Vegas, Nevada

10P

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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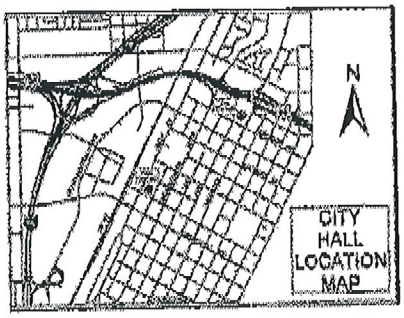

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-44681

Planning Commission Meeting of 4/10/2012

Case: SUP-44681

14031410043
HOME SAVERS INC
P O BOX 880
LAS VEGAS NV 89125-0880 89125-0880

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10A

APR-3-2012 10:05 FROM:WESTHILL MGMT 310 395 7326 TO:9170238572 68 P.1/1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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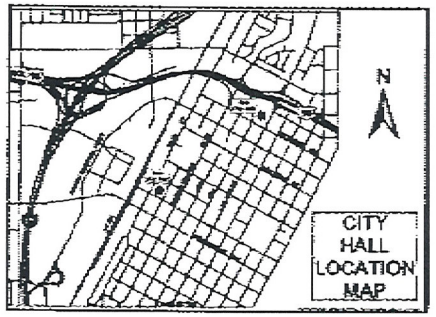
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-44681

Planning Commission Meeting of 4/10/2012

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PLANNING & DEVELOPMENT

Case: SUP-44681
14031401036
MILLER B LANCE & MARIANNE
VAN VOLKOM MICHAEL & NADINE
220 26TH ST # 200
SANTA MONICA CA 90402-2565 90402-25

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2012

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

SUBJECT:

EOT-44961 - EXTENSION OF TIME - NON-CONFORMING - PUBLIC HEARING - APPLICANT/OWNER: C&W PROPERTIES, LLC - For possible action on a request for an Extension of Time FOR A NON-CONFORMING TAVERN located at 6138-6144 West Charleston Boulevard (APN 138-35-806-001), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

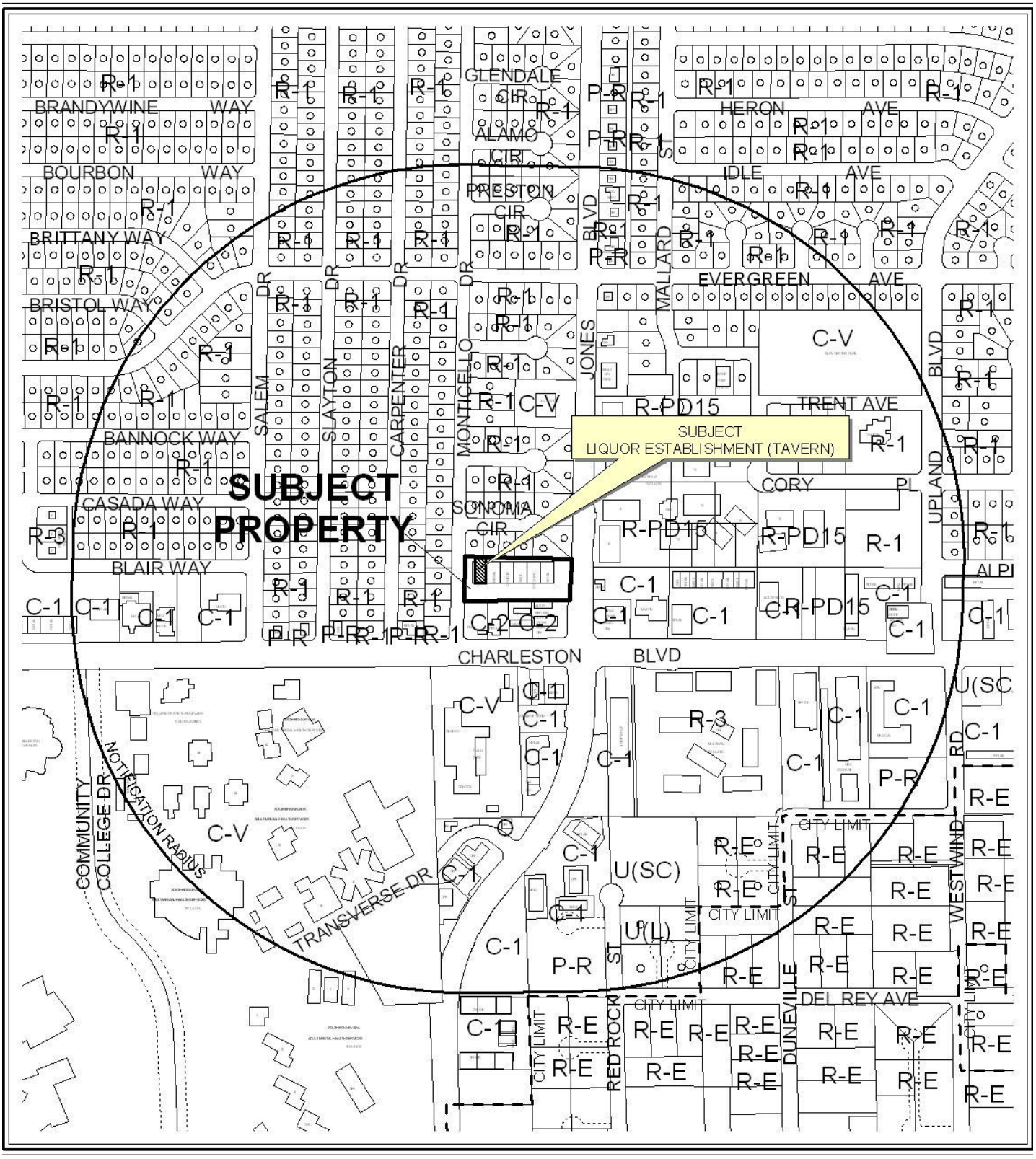
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter



CASE: **EOT-44961**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

CASE: **EOT-44961**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 500 1000 Feet

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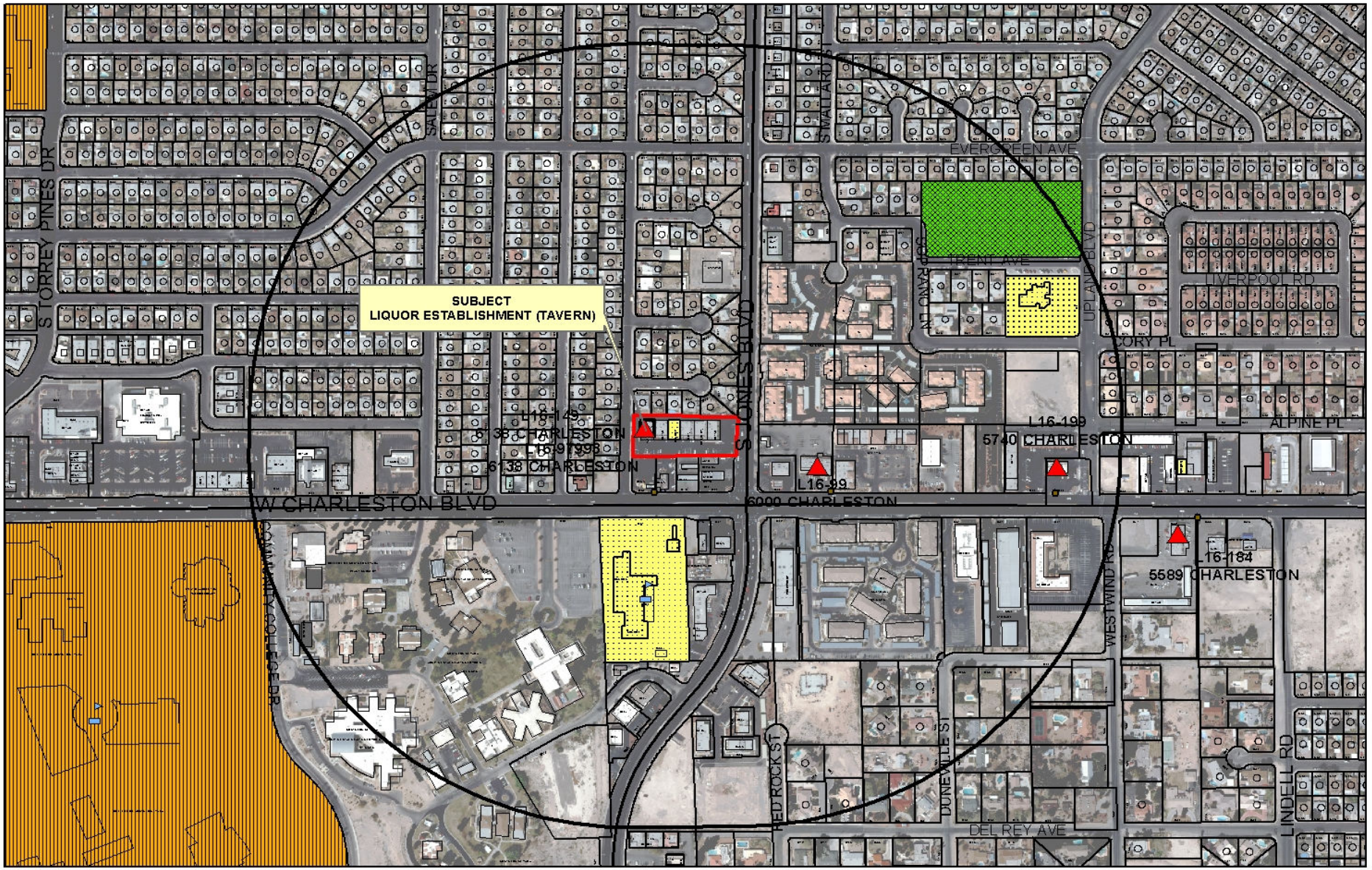

EOT-44961

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 250 500 1,000 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 16, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: C&W PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-44961	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-44961 CONDITIONS

Planning

1. This request for an Extension of Time for a non-conforming Tavern at 6138-6144 West Charleston Boulevard shall expire on June 2, 2013 unless another extension of time is approved by City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Tavern with Restricted Gaming at 6138-6144 West Charleston Boulevard. On June 2, 2011, business license L16-00149 for a Tavern was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an extension of time as they recently secured a new tenant and additional time is needed to apply for and be issued the appropriate licenses. This request meets the intent of Bill 2010-40, Ordinance 6114; therefore, staff is recommending approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/18/12	The City Council is scheduled to hear a request for a General Plan Amendment (GPA-43991) to establish Redevelopment Area 2 and change the Future Land Use designation on various parcels within the Redevelopment Area to C (Commercial) or MXU (Mixed-Use). The Planning Commission and staff recommend approval.

Most Recent Change of Ownership	
11/18/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/12/02	A business license (P35-00013) was issued for a Pay Phone at 6144 West Charleston Boulevard. The license was classified as out of business on 12/07/10.
06/06/03	A business license (C20-02120) was issued for Convention Hall Tax at 6138 West Charleston Boulevard. The license was classified as out of business on 06/02/11.
	A business license (G01-02125) was issued for Restricted Gaming at 6138 West Charleston Boulevard. The license was classified as out of business on 06/02/11.

Related Building Permits/Business Licenses	
06/06/03	A business license (L16-00149) was issued for a Tavern at 6138 West Charleston Boulevard. The license was classified as out of business on 06/02/11.
05/27/04	A business license (C05-02249) was issued for Retail Tobacco Sales at 6138 West Charleston Boulevard. The license was classified as out of business on 06/02/11.
	A business license (C08-01313) was issued for Amusement Machines at 6138 West Charleston Boulevard. The license was classified as out of business on 06/02/11.
04/13/09	A business license (R10-00946) was issued for a Restaurant at 6138 West Charleston Boulevard. The license was classified as out of business on 12/03/09.
There have not been any recent building permits issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/29/12	Staff conducted a field check of the subject site and found the area surrounding the former business clean and neat in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	1.54

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-2 (General Commercial)
North	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residences)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Car Wash, Restaurants, Auto Repair Garage-Minor, Convenience Store	SC (Service Commercial)	C-2 (General Commercial)
East	Smog Facility, Convenience Store, Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residences)

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 (200 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a non-conforming use for a former Tavern with Restricted Gaming at 6138-6144 West Charleston Boulevard. On June 2, 2011, business license L16-00149 for a Tavern was classified as out of business with no subsequent licenses applied for at the subject site. There are two taverns, two religious facilities, a city park, and a school (University) within 1,500 feet of the tavern. In the last year, there have not been any licensing issues or calls for service for the Metropolitan Police Department directly related to the operations of the business. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property abandoned for a period of time greater than the applicable abandonment period to request an Extension of Time not to exceed the duration of the applicable abandonment period. A public hearing is required to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an extension of time as they recently secured a new tenant and additional time is needed to apply for and be issued the appropriate licenses. Though there are protected uses within 1,500 feet of the subject site, staff finds that an extension of time for the former tavern will not negatively affect the surrounding community as no problems were noted during the operations of the business prior to closing. As this request meets the intent of Bill 2010-40, Ordinance 6114, staff is recommending approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 451 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-44961** APN: 138-35-806-001

Name of Property Owner: C & W Properties, L.L.C.

Name of Applicant: C & W Properties L.L.C.

Name of Representative: C & W Properties L.L.C. by Ernest A. Becker, IV

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: Ernest A. Becker, IV

RECEIVED
MAR 26 2012

Subscribed and sworn before me

This 22nd day of March, 20 12

Debra Alston

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My Appt. Exp. October 10, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tavern with restaurant and gaming

Project Address (Location) 6138 - 6144 West Charleston Boulevard, Las Vegas

Project Name Charleston West Plaza **Proposed Use** C-2

Assessor's Parcel #(s) 138-35-806-001 **Ward #** 1

General Plan: existing C-2 proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 19,000 **Floor Area Ratio** _____

Gross Acres 1.54 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER C & W Properties LLC **Contact** Ernest A. Becker, IV

Address 8090 S Durango Dr. Ste 115 **Phone:** 395-9244 **Fax:** 395-4155

City Las Vegas **State** NV **Zip** 89113

E-mail Address eabj@beksgroup.com

APPLICANT C & W Properties LLC **Contact** Ernest A. Becker, IV

Address 8090 S Durango Dr. Ste 115 **Phone:** 395-9244 **Fax:** 395-4155

City Las Vegas **State** NV **Zip** 89113

E-mail Address eabj@beksgroup.com

REPRESENTATIVE C & W Properties LLC **Contact** Ernest A. Becker, IV

Address 8090 S Durango Dr., Ste 115 **Phone:** 395-9244 **Fax:** 395-4155

City Las Vegas **State** NV **Zip** 89113

E-mail Address eabj@beksgroup.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 Ernest A. Becker, IV

Subscribed and sworn before me

This 22nd day of March, 20 12.

Debra O Alston

State of Nevada, County of Clark

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My Appt. Exp. October 10, 2015

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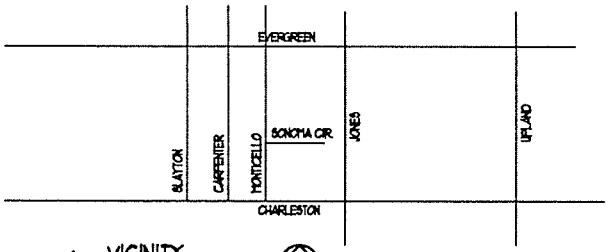
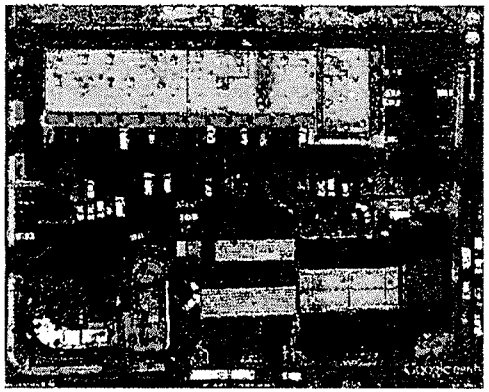
FOR DEPARTMENT USE ONLY

Case #	EOT-44961
Meeting Date:	5/16/12
Total Fee:	$1050.00
Date Received:*	3/26/12
Received By:	

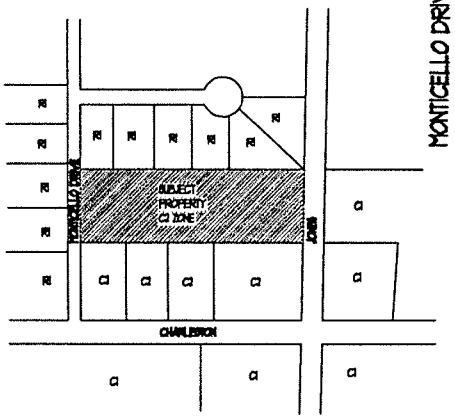
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.



4 VICINITY
SCALE: NONE



3 AERIAL
SCALE: NONE

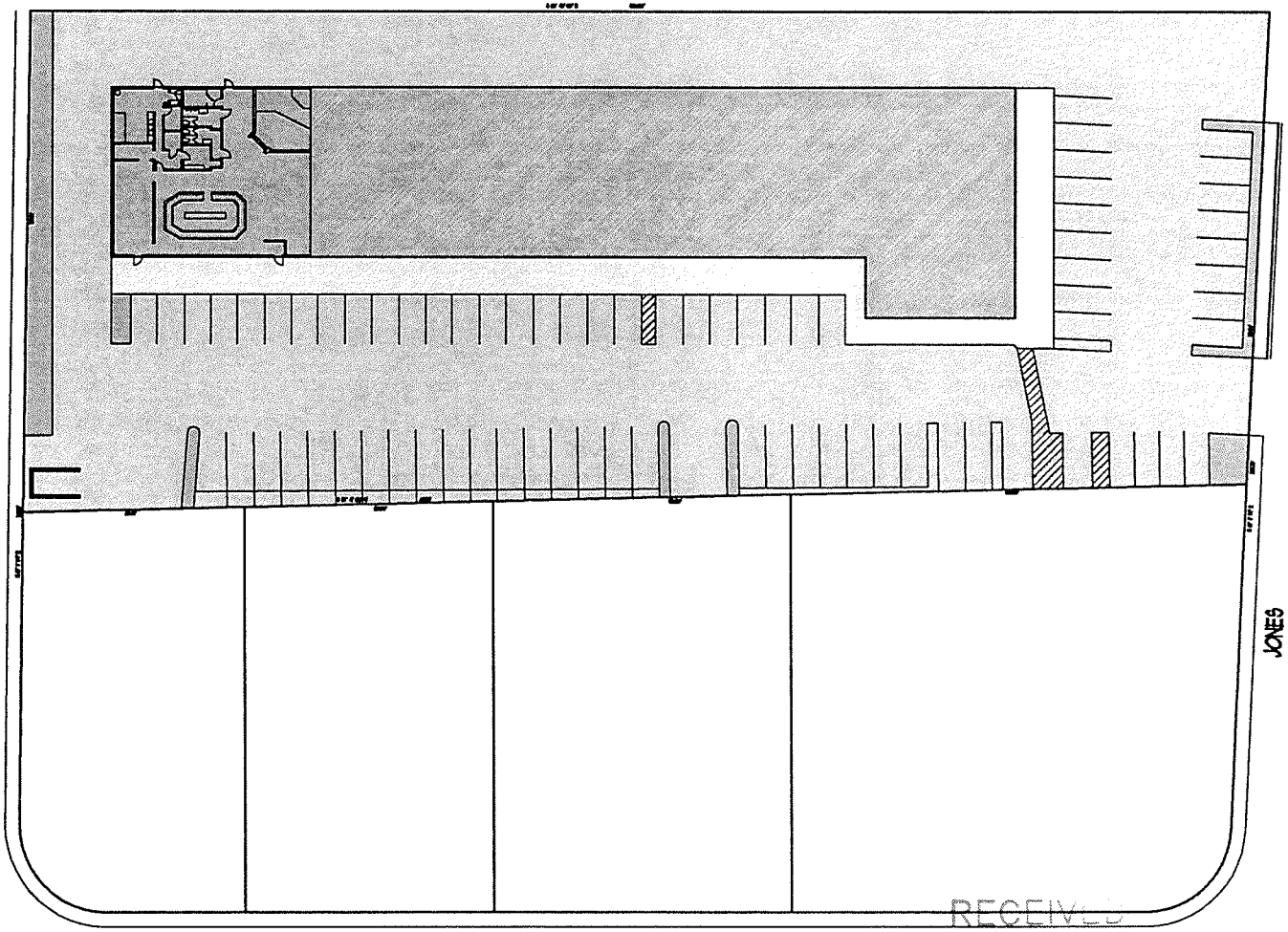


2 ADJACENT ZONING
SCALE: NONE

SITE DATA

SITE AREA	GROSS: 0.00 ACRES
BUILDING FOOTPRINT	NUMBER OF
PARKING PROVIDED	00 SPACES

NOTE - NO CHANGES TO BUILDING USE, CONFIGURATION OR PARKING



1 SITE PLAN
SCALE: 1" = 40'-0"

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EOT-44961

KC CAMIS ARCHITECT
BESPOKE ARCHITECTURE
SOLUTIONS DE TOITURE

REVISIONS

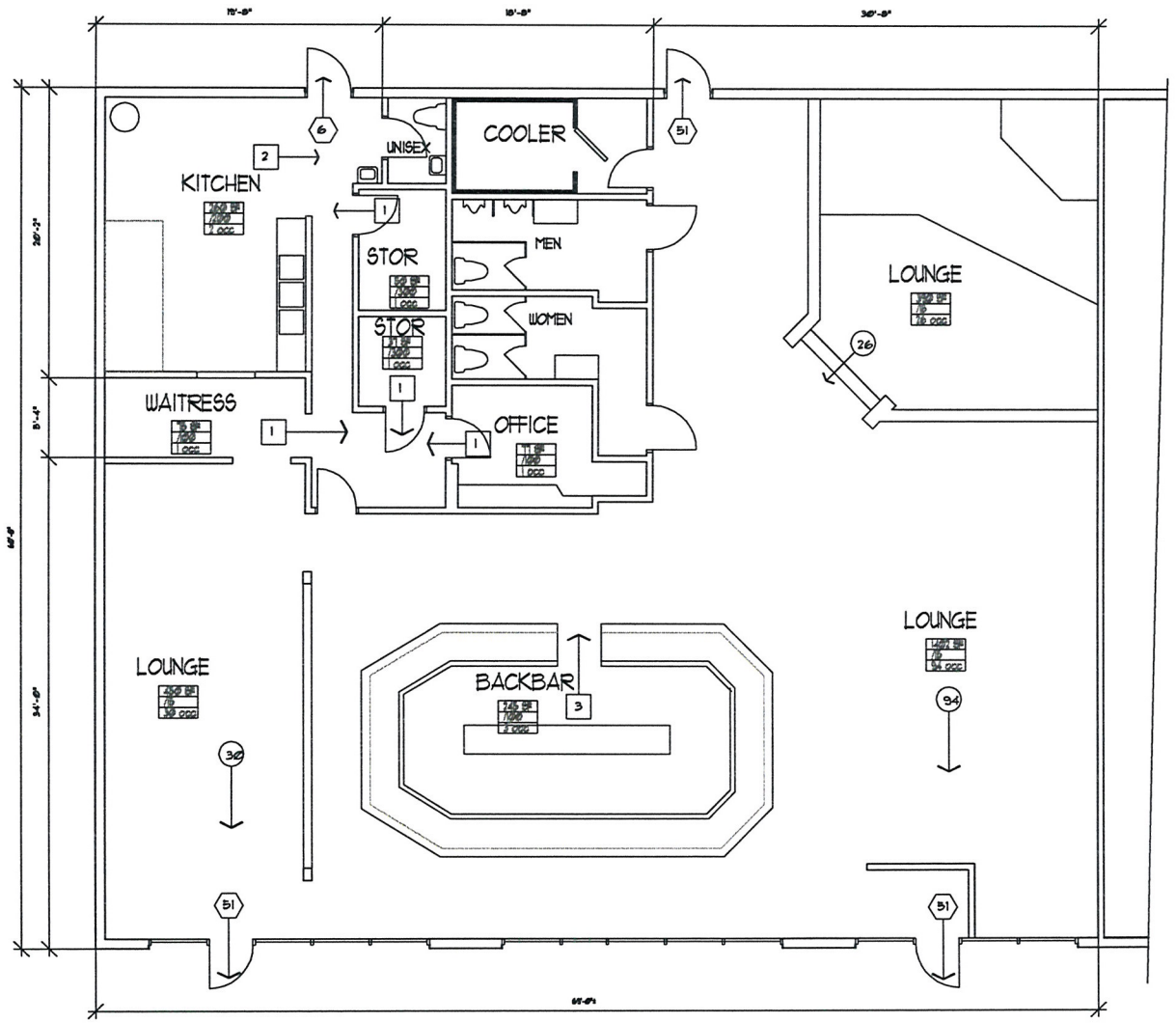
JOB: CR2612
DATE: 3/16/12

CHARLESTON WEST PLAZA
suites 6144, 6142 and 6138
6150 WEST CHARLESTON BLVD.
CITY of LAS VEGAS NEVADA

SHEET

EXITING LEGEND

- No. OF OCCUPANTS EXITING A ROOM
- No. OF OCCUPANTS EXITING AN AREA
- No. OF OCCUPANTS EXITING BUILDING



1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

TOTAL OCCUPANT LOAD = 159

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EOT-44961

KC CAMIS ARCHITECT
BECAUSE ARCHITECTURE SHOULDN'T BE TORTURE
kccamis@gmail.com
702 341-5973
FAX 702 362-1182
450 WOOD AVENUE #116 B
HENDERSON NEVADA 89015

REVISIONS

JOB: CR2612
DATE: 3/16/12

CHARLESTON WEST PLAZA
suites 6144, 6142 and 6136
6105 WEST CHARLESTON BLVD.
for: BSKB GROUP
CITY of LAS VEGAS NEVADA

NOTE: THESE PLANS ARE SUBJECT TO INTERNAL & CITY/COUNTY PLAN-CHECK CORRECTIONS AND ANY OMISSIONS OR CONFLICTS. GENERAL CONTRACTOR & SUBCONTRACTORS SHALL VERIFY WITH THE OWNER & ARCHITECT THAT THEY ARE IN POSSESSION OF THE MOST RECENT SET PRIOR TO PROCURING MATERIALS, FURNITURE, FABRICATION, AND INSTALLATION OF ALL BUILDING COMPONENTS & SYSTEMS.

SHEET
A1

BEKS GROUP LLC

March 8, 2012

Department of Planning
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter
Tavern and Restaurant
6138 – 6144 W Charleston Blvd.

Dear Sir or Madame;

Let this letter serve as the justification letter to our application for an extension of time in the matter of the use permit for a tavern and restaurant with gaming at the premises located at 6138 – 6144 West Charleston Boulevard, Las Vegas Nevada.

We are the owner of the property referenced above, which is located within the Charleston West Plaza, a commercial shopping center, located on the Northwest corner of Jones Boulevard and West Charleston Boulevard. This location has been leased as a tavern since the mid 1980's or earlier. The last tenants at these premises closed their business last year. We have a signed lease with a new tenant who is in the process of applying for their licenses to operate a tavern with a restaurant and gaming. Whereas there is always a possibility that the new tenant's applications could be delayed for any number of reasons, we would like to get an extension of time for the use permit to ensure we will be allowed to continue to lease these premises as a tavern with restaurant and gaming.

The requested information pursuant to the Justification Letter format is below:

The expected number of employees: six (6)

The hours of operation: 24 hours.

Any existing similar uses owned or operated by the applicant and their location: Although at this point in time C & W Properties, L.L.C. does not intend to operate this tavern, but intends to continue to lease the premises as a tavern, please be advised that each individual member of the C & W Properties, L.L.C. currently hold gaming licenses; and/or liquor licenses in Las Vegas and/or Clark County and the State of Nevada. The majority of the individuals are also the owners of Brimstone, L.L.C. which operates Bomas Bar and Grill in Clark County at 8020 South Durango Drive, Las Vegas Nevada.

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Any required state licenses specific to the use requested: Gaming license

EOT-44961

8090 S. Durango Drive, Suite 115 | Las Vegas, Nevada 89113 | *phone* 702.395.9244 | *fax* 702.395.4155 | www.beksgroup.com

Will this project participate in the City of Las Vegas Green Building Program? No.

Will this project be constructed to LEED or other equivalent standards? No.

Is there connectivity to adjacent parcels? This parcel where the tavern is located is one of three parcels that together make up the Charleston West Plaza: the parcels are accessible to each other by auto and by pedestrian.

Will the proposed project qualify as a walkable community (for Residential and Mixed Use projects only)? N/A

Is the project using any means of sustainable construction? No.

Will this project meet the intent of the Urban Forestry Initiative? No.

Will the project provide any bicycle parking? No.

Will the project provide any electric vehicle recharging stations? No.

Please describe how the project meets/supports existing City regulations: we are not requesting any changes to the existing location; we are only applying to keep the location as a tavern and restaurant.

Please feel free to call me at (702) 395-9244 extension 413 if you have any questions or concerns regarding this matter.

Yours truly,
C & W Properties, L.L.C.
A Nevada Limited Liability Company

Ernest A. Becker, Jr.
Manager

EOT-44961

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

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.: **92.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

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.: **93.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2012

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