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. Dial 7-1-1 for Relay Nevada.

January 22, 2014

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. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM BEVERLY K. BRIDGES, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

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.

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION - PASTOR KHOSROW ALIGHCHI, EVANGELICAL FRIENDS CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF THE SENIOR OF THE QUARTER
7. RECOGNITION OF THE MAYOR'S URBAN DESIGN AWARD WINNERS

8. RECOGNITION OF BLACK HISTORY MONTH

9. RECOGNITION OF STEVE ALTIG FOR SUPPORT OF THE YOUTH OFFENDER COURT

10. RECOGNITION OF THE ARBOR VIEW GIRLS SOCCER STATE CHAMPIONS

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

11. 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

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 For Possible Action - Any items that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

13. For possible action to approve the Final Minutes by reference of the regular City Council meeting of December 18, 2013

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

14. For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of reobligated funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2012 State Homeland Security Grant Program (SHSP) in the amount of $35,400 for the Department of Administrative Services to conduct Citizen Corps Programs related to Homeland Security through April 30, 2014 - All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

15. For possible action to approve a lease for Real Property between 900 Fremont, LLC, and the City of Las Vegas to manage and operate a parking lot located at 900 Fremont Street - Ward 3 (Coffin)

16. For possible action to approve a lease for Real Property between 208 Las Vegas Blvd, LLC, and the City of Las Vegas to manage and operate a parking lot located at 208 Las Vegas Boulevard - Ward 5 (Barlow)

17. For possible action to approve Exhibit I, Declaration of Special Land Use Restrictions and Infrastructure and Environmental Agreement, to the Project Manager Disposition and Joint Development Agreement between Newland Real Estate Group, LLC, City of Las Vegas, City Parkway V, Inc., City Parkway IV A, Inc., and Office District Parking I, Inc., for parcels located in Symphony Park at the intersection of Grand Central Parkway and Bonneville Avenue - Ward 5 (Barlow)

FINANCE - PURCHASING & CONTRACTS CONSENT

18. For possible action to ratify the execution of Modification No. 2 to Contract No. 040396-TB, Amended and Restated Municipal Court Software Development, Licensing and Royalty Fee Contract - Department of Municipal Court - Award recommended to: NEVSYS, INC. ($139,000 - General Fund)

19. For possible action to approve award of Contract No. 130120-CW, Employee Assistance Program - Department of Human Resources - Award recommended to: BEHAVIORAL HEALTHCARE OPTIONS, INC. (BHO) ($60,000 - Employee Benefits Internal Service Fund)

20. For possible action to approve award of Contract No. 140023-CW, Collection Agency Services for General Collectibles - Department of Finance - Award recommended to: CREDIT BUREAU CENTRAL, INC. ($200,000 - General Fund)

21. For possible action to approve award of Bid No. 14.1762.01-JWH, Annual Crack Seal - Department of Operations and Maintenance - Award recommended to: AMERICAN PAVEMENT PRESERVATION, LLC ($765,144.92 - Street Maintenance Special Revenue Fund) - All Wards

22. For possible action to approve Modification No. 1 to Agreement No. 13.51111-TF, Owner CMAR Agreement for Preconstruction Services Centennial Parkway Channel West, Grand Teton Branch - Hualapai Way to Tee Pee Lane - Department of Public Works - Award recommended to: MEADOW VALLEY CONTRACTORS, INC. ($982,520.90 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - CONSENT

23. For possible action to approve an allocation of $400,000 of Home Investment Partnership Program (HOME) funds to Nevada H.A.N.D., Inc., for the construction of Westcliff Heights Senior Apartments located at 8206 Silver Sky Drive - Ward 2 (Beers)

24. For possible action to approve receiving an allocation of the Fiscal Year 2013 Home Investment Partnerships Program (HOME) in the amount of $410,522 (Revenue) through an agreement with the State of Nevada Department of Business and Industry Housing Division (NHD) for the future development of affordable housing - All Wards

PLANNING - BUSINESS LICENSING CONSENT

25. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership, FROM: 7 Eleven of Nevada Inc, TO: NEET, Inc dba 7 Eleven Food Store 22939E, 1624 South Decatur Boulevard, Lakha S. Wahla, Pres, Secy, Treas - Ward 1 (Tarkanian)

26. For possible action to approve a Non-Operational Tavern License for a Change of Ownership, FROM: Plaza Hotel & Casino LLC, TO: 899 Fremont, LLC dba 899 Fremont, LLC (Non-Operational), 899 Fremont Street, DTP LV LLC, Mgr [DTP RE LLC, Mmbr (Anthony Hsieh, Mmbr)], Downtown Las Vegas Management LLC, Mgr [Resort Gaming Group, LLC, Mgr (Andrew Donner, Mmbr)] - Ward 3 (Coffin)

27. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, Armco USA Corporation dba Brother's Pizzeria, 7121 West Craig Road, Suite 101, Aghasi Avetisyan, Pres, Secy, Treas, Dir - Ward 4 (Anthony)

28. For possible action to approve an Extension of a Temporary Tavern Limited License, 115 7th Street, LLC dba Club Azul, 115 7th Street, DTP LV LLC, Mgr [DTP RE LLC, Mmbr, DTP MGMT LLC, Mgr (Anthony Hsieh, Mmbr)], Downtown Las Vegas Management LLC, Mgr [Resort Gaming Group, LLC, Mgr (Andrew Donner, Mmbr)] - Ward 3 (Coffin)

29. For possible action to approve an Extension of a Temporary Tavern Limited License, Inspire Bar LLC dba Inspire Theater, 107 South Las Vegas Boulevard, Future Restaurant Group, Mgr [Michael Cornthwaite, Pres, Treas, Secy, Dir], DTP Small Business, LLC, Mgr [DTP SB MGMT, LLC, Mgr, Anthony Hsieh, Mgr] - Ward 3 (Coffin)

30. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership, FROM: Mimi's Café a Nevada Corporation, TO: SWH Mimi's Café dba Mimi's Café, 1121 South Fort Apache Road, Bridor, Inc., Owner, SWH Mimi's Café Holding Company, Inc [Claude Bergeron, CO CEO, Mgr, Harry J. Martin Jr., VP, Secy, General Counsel, Mgr, Michael Clock, CFO, VP, Treas, Mgr, Philip L. Costner, Pres, Mgr], LDA Holding Company, Inc., - Ward 2 (Beers)

31. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership, FROM: Mimi's Café a Nevada Corporation, TO: SWH Mimi's Café dba Mimi's Café, 6760 North Durango Drive, Suite D, Bridor, Inc., Owner, SWH Mimi's Café Holding Company, Inc [Claude Bergeron, CO CEO, Mgr, Harry J. Martin Jr., VP, Secy, General Counsel, Mgr, Michael Clock, CFO, VP, Treas, Mgr, Philip L. Costner, Pres, Mgr], LDA Holding Company, Inc., - Ward 6 (Ross)

32. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, Eat Here LV LLC dba MTO Café, 500 South Main Street, Matthew Pride Moore, Mgr, Benjamin John Sabouri, Mgr, Jeffrey Paul Carpoff, Mmbr, Paulette Carpoff, Mmbr, Narges Afshari Sarabi, Mmbr, Phigdy Holdings, Mmbr [Stephen Thomas Moore, Mmbr, Mgr, Carolyn Leveque, Mmbr, Blackford Holdings, Mmbr [Matthew Pride Moore, Mmbr, Mgr] - Ward 3 (Coffin)

33. For possible action to approve a Package Alcohol License, Smart & Final Stores LLC dba Smart & Final, 2305 East Bonanza Road, Smart & Final, LLC [Donald G Alvarado, SVP, Secy, Mgr, Richard N. Phegley, SVP, CFO, Mgr, David G, Hirtz, Pres] - Ward 3 (Coffin)

34. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership, FROM: CStore 2, LLC, TO: Eastern 95 LLC dba Star Mart, 400 North Eastern Avenue, Ray Koroghli, Managing Mmbr - Ward 3 (Coffin)

35. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership, FROM: CStore 1, LLC, TO: Rainbow Rancho LLC dba Star Mart, 5001 North Rainbow Boulevard, Ray Koroghli, Managing Mmbr - Ward 4 (Anthony)

36. For possible action to approve an Extension of a Temporary Tavern Limited License for a Change of Ownership, FROM: Las Palmas Entertainment Inc., TO: Viva Las Vegas Themed Weddings, Inc. dba Viva Las Vegas Event Center, 1201 South Las Vegas Boulevard, Suite 110, Ronald Pokrywka, Pres, William Dick, Secy, Treas - Ward 3 (Coffin)

37. For possible action to approve a Tavern License for a Change of Ownership, FROM: Mar Lar Char Inc, TO: Mar Lar Char Inc dba The Triple Play, 1875 South Decatur Boulevard, Charles Pape, Dir, Pres, Marlin Werner, Secy, Treas, Pape Trust, Owner [Charles Pape, Trustee], Werner Trust, Owner [Marlin Werner, Trustee], Jackpot Joanies T P LLC, Owner [Ronald W. Winchell, Mng Mmbr] - Ward 1 (Tarkanian)

38. For possible action to approve a New Non-Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Mar Lar Char Inc dba The Triple Play, 1875 South Decatur Boulevard, Charles Pape, Dir, Pres, Marlin Werner, Secy, Treas, Pape Trust, Owner [Charles Pape, Trustee], Werner Trust, Owner [Marlin Werner, Trustee], Jackpot Joanies T P LLC, Owner [Ronald W. Winchell, Mng Mmbr] - Ward 1 (Tarkanian)

39. For possible action to approve an Extension of a Temporary Massage Establishment License, Innovative Healing, LLC dba Innovative Healing, LLC, 7085 West Ann Road, Suite 130, Tiffany Jean Tobin, Managing Mmbr, Elizabeth Grace Belcher, Managing Mmbr - Ward 4 (Anthony)

40. For possible action to approve an Extension of a Temporary Massage Establishment License, Ivy Garcia dba Vegas Massage Studio, 9061 West Sahara Avenue, Suite 104, Ivy Paulette Garcia, Owner - Ward 2 (Beers)

PUBLIC WORKS - CONSENT

41. For possible action to approve Third Supplemental Interlocal Contract LAS05J10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2014 for the construction of the Oakey - Meadows Storm Drain, Phase II project (located along Charleston Boulevard from Hinson Street to Decatur Boulevard) - Ward 1 (Tarkanian)

42. For possible action to approve Fifth Supplemental Interlocal Contract LAS09Y09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2014 for the engineering design of the Oakey Drain - Cahlan Drive to Barnard Drive project - Ward 1 (Tarkanian)

43. For possible action to approve Fourth Supplemental Interlocal Contract LAS22M09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2014 for the construction of the Las Vegas Wash - Rainbow Boulevard (Elkhorn Road to Grand Teton Drive) project - Ward 6 (Ross)

44. For possible action to approve Interlocal Agreement No. 114408 between the Las Vegas Valley Water District and the City of Las Vegas for water commitment service to be provided for the Rancho and Fort Apache Storm Drain project located along Echelon Point Drive between Fort Apache Road and Tee Pee Lane ($18,479 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

RESOLUTIONS - CONSENT

45. R-1-2014 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and Banger Brewing Las Vegas, LLC, (Tenant/QSP Participant) located at 450 Fremont Street, Suite 135, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to Redevelopment Agency Item 8 (RA-3-2014)]

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

46. Report from staff and UNLV students regarding the KEEN (Keeping Everyone's Eyes on the Neighborhood) Technology Initiative

47. Discussion for possible action regarding the First Amendment to Exclusive Negotiation Agreement by and between City Parkway V, Inc., Office District Parking I, Inc., the City of Las Vegas, Nevada and LV Entertainment Development, LLC, for the exclusive rights to develop parcels located northeast of the intersection of Bonneville Avenue and Grand Central Parkway, Multiple APNs - Ward 5 (Barlow)

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

48. Discussion for possible action regarding a Memorandum of Understanding between the City of Las Vegas and the Las Vegas Global Economic Alliance (LVGEA) for promoting economic development within the City of Las Vegas (Not-to-Exceed $100,000 - Industrial Development Revenue Fund) - All Wards

FINANCE - DISCUSSION

49. Discussion for possible action regarding the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending June 30, 2013 - All Wards

PLANNING - BUSINESS LICENSING DISCUSSION

50. Discussion for possible action regarding an Appeal of a Work Card Denial for Damien Demario Bradley db at Rancho Mart, 2151 North Rancho Drive - Ward 5 (Barlow)

BOARDS & COMMISSIONS - DISCUSSION

51. For Possible Action - Appointment and Reappointment of members to the Community Development Recommending Board (CDRB)

52. For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE - Vernell McNeal, Term Expires 1-21-2014; Rebecca Medrano, Term Expires 2-1-2014

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

53. Bill No. 2014-1 - For Possible Action - Amends Ordinance No. 6285, relating to the annexation of property, to correct the zoning designation of that property (General Location - the southwest corner of Farm Road and Grand Canyon Drive). Proposed by: Flinn Fagg, Director of Planning

54. Bill No. 2014-5 - For Possible Action - Annexation No. ANX-50680 - Property location: located on the southwest corner of Dorrell Lane and Eula Street; Petitioned by: D. R. Horton, Inc.; Acreage: 5.07 acres; Zoned: R-D (County zoning), R-1 (City equivalent). Sponsored by: Councilman Steven D. Ross

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

55. Bill No. 2013-61 - Amends LVMC 6.50.285 to clarify that the owner of an establishment adjacent to a pedestrian mall that is licensed to conduct nonrestricted gaming and is authorized to sell alcoholic beverages pursuant to a tavern license may operate one or more bars upon such adjacent pedestrian mall. Proposed by: Bradford R. Jerbic, City Attorney

56. Bill No. 2014-2 - Eliminates specific business license categories for commercial dance studios, distress merchandise sales, retail demonstration merchandise sales stores, and food caterers; eliminates charitable solicitation permits; and amends licensing regulations and fees related to outdoor pay telephones, professional promoters, and charitable or special events. Sponsored by: Councilman Steven D. Ross

57. Bill No. 2014-3 - Deletes certain work card requirements in multiple chapters of LVMC Title 6, amends multiple chapters of LVMC Title 6 related to work card requirements, and establishes a hearing panel to hear work card appeals. Sponsored by: Councilman Bob Beers

58. Bill No. 2014-4 - Amends the Unified Development Code to establish the means of allowing a site with development approval entitlements to obtain separate and concurrent approval for temporary development. Proposed by: Scott D. Adams, Deputy City Manager

NEW BILLS

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

59. Bill No. 2014-6 - Annexation No. ANX-51342 - Property location: located at 5333 West Oakey Boulevard; Petitioned by: Xing Yu; Acreage: 0.65 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilwoman Lois Tarkanian

60. Bill No. 2014-7 - Annexation No. ANX-47538 - Property location: located at 1960 Ferrell Street; Petitioned by: Board of School Trustees, Clark County School District; Acreage: 13.27 acres; Zoned P-F (County zoning), C-V (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

61. Bill No. 2014-8 - Updates the standards applicable to home occupation permits; eliminates the exception from the home occupation permit requirement for educational activities, including music lessons, tutoring and religious instruction; and establishes parameters for cottage food operations to be conducted as a home occupation. (TXT-51219) Proposed by: Flinn Fagg, Director of Planning

62. Bill No. 2014-9 - Allows a special event permit issued under LVMC Chapter 12.02 to function as a temporary sign permit and temporary sign certificate under the Unified Development Code under certain circumstances. (TXT-51221) Proposed by: Flinn Fagg, Director of Planning

63. Bill No. 2014-10 - Permits the Director of Planning discretion as to when an ice cream truck shall be inspected prior to the issuance or renewal of its business license. Proposed by: Flinn Fagg, Director of Planning

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

64. 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

65. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1230 Melville Drive for fees in the amount of $2,254.75 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $21,754.75. PROPERTY OWNER: WILLIAM & PATSY S. GOODIER - Ward 1 (Tarkanian)

66. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3625 Maverick Street for fees in the amount of $1,864.50 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $21,364.50. PROPERTY OWNER: ANGELA V. PAREJA-MORALES - Ward 5 (Barlow)

67. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $4,434.39 in out of pocket costs, and $41,000 in daily civil penalties for a total of $45,434.39 recorded against the property located at 121 Pico Way. PROPERTY OWNER: RUDY A. RODRIGUEZ - Ward 3 (Coffin)

PLANNING

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

PLANNING - ONE MOTION/ONE VOTE

THE FOLLOWING ARE ITEMS THAT MAY BE CONSIDERED IN ONE MOTION/ONE VOTE. THEY ARE CONSIDERED ROUTINE NON-PUBLIC AND PUBLIC HEARING ITEMS. ALL PUBLIC HEARINGS AND NON-PUBLIC HEARINGS WILL BE OPENED AT ONE TIME. ANY PERSON REPRESENTING AN APPLICATION OR A MEMBER OF THE PUBLIC OR A MEMBER OF THE CITY COUNCIL NOT IN AGREEMENT WITH THE CONDITIONS AND ALL STANDARD CONDITIONS FOR THE APPLICATION RECOMMENDED BY STAFF, SHOULD REQUEST TO HAVE THAT ITEM REMOVED FROM THIS PART OF THE AGENDA.

68. SUP-51687 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: PUPUSERIA EL ZUNZAL - OWNER: MILTON ESCOBAR - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,095 SQUARE-FOOT BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT at 2081 North Decatur Boulevard (APN 138-24-611-039), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

69. SUP-51788 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: THE MOB MUSEUM - OWNER: CITY OF LAS VEGAS - For possible action on a request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER T O ALLOW AN 80-FOOT DISTANCE SEPARATION WHERE A 1,500-FOOT SEPARATION IS REQUIRED FROM A SIMILAR USE at 300 Stewart Avenue (APN 139-34-501-007), C-V (Civic) Zone, Ward 5 (Barlow) [PRJ-51917]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

70. SUP-51810 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HOP NUTS BREWERY, LLC - OWNER: 1120 VEGAS, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 4,084 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE AND ANCILLARY BREW PUB WITH A 500 SQUARE-FOOT OUTDOOR SEATING AREA at 1120 South Main Street (APN 162-03-110-106), C-M (Commercial/Industrial) Zone, Ward 3 (Coffin) [PRJ-51597]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

71. SDR-51779 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY - For possible action on a request for a Major Amendment to an approved Site Development Plan Review (Z-0024-83) FOR A PROPOSED 3,313 SQUARE-FOOT ADDITION TO AN EXISTING 4,161 SQUARE-FOOT INDIVIDUAL CARE FACILITY (ADULT DAY CARE) on 0.71 acres at 330 North 13th Street (APN 139-35-212-122), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING - DISCUSSION

72. VAR-51354 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MACON L JACKSON - For possible action on a request for a Variance TO ALLOW AN 80-FOOT TALL STRUCTURE WHERE 35 FEET IS THE MAXIMUM ALLOWABLE HEIGHT, TO ALLOW A ONE-FOOT SIDEYARD SETBACK WHERE 10 FEET IS REQUIRED, AND TO ALLOW A 17-FOOT SETBACK WHERE A 240-FOOT RESIDENTIAL ADJACENCY SETBACK IS REQUIRED at 709 Sunny Place (APN 139-28-303-004), R-E (Residence Estates) Zone, Ward 5 (Barlow) [PRJ-51173]. The Planning Commission (4-3 vote) and Staff recommend DENIAL.

73. SUP-51355 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-51354 - PUBLIC HEARING - APPLICANT/OWNER: MACON L JACKSON - For possible action on a request for a Special Use Permit FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN WITH A WAIVER TO ALLOW SUCH USE ON RESIDENTIAL PROPERTY at 709 Sunny Place (APN 139-28-303-004), R-E (Residence Estates) Zone, Ward 5 (Barlow) [PRJ-51173]. The Planning Commission (4-3 vote) and Staff recommend DENIAL.

74. EOT-52243 - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - For possible action on a request for an Extension of Time of a Non-Conforming use FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross) [PRJ-52161]. Staff recommends DENIAL.

75. RQR-51477 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: L'CHAIM WESTERN VILLAGE PROPERTY, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-33731) FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 321 Fremont Street (APN 139-34-610-010), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

76. RQR-51948 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR LLC - OWNER: BELL REAL ESTATE LLC - For possible action on a Required Review of an approved Special Use Permit (U-0223-90) FOR A 40-FOOT TALL, 12-FOOT BY 24-FOOT OFF-PREMISE SIGN at 1719 Industrial Road (APN 162-04-705-001), C-M (Commercial Industrial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

77. RQR-51968 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: FRANK'S MERCEDES SERVICE - OWNER: RESTAURANT ROW LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-51968) FOR A 12,173 SQUARE-FOOT AUTO REPAIR GARAGE, MINOR at 1931 North Rainbow Boulevard (APN 138-22-713-004), C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

78. MSP-50453 - MASTER SIGN PLAN - PUBLIC HEARING - APPLICANT/OWNER: WMCV PHASE 1, LLC, ET AL - For possible action on a Major Amendment to an approved Master Sign Plan (MSP-6344) TO ADD 14.68 ACRES TO THE SITE AREA; TO ADD ONE 30-FOOT TALL FREESTANDING SIGN WITH FOUR ELECTRONIC READER BOARDS; TO ADD SIX (6) 2,968 SQUARE-FOOT LED DISPLAY WALL SIGNS ON THE EXISTING PARKING GARAGE; AND TO ALLOW LED ON THE 11 EXISTING WALL SIGNS APPROVED BY MSP-40138 WHERE THEY WERE APPROVED ONLY FOR VINYL AND LAMINATE MATERIALS on 35.72 acres at 445, 455, 475, and 495 South Grand Central Parkway (APNs 139-33-511-011 and 012; and 139-33-610-014, 022 and 023), PD (Planned Development) Zone, Ward 5 (Barlow) [PRJ-49847]. The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL.

79. SUP-51184 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 99¢ ONLY STORE - OWNER: 99 CENT AT DECATUR, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 30,176 SQUARE-FOOT GENERAL RETAIL STORE, OTHER THAN LISTED at 1200 South Decatur Boulevard (APN 162-06-111-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL.

80. SUP-50824 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 217 LVB, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 41,566 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION WHERE A 1500-FOOT DISTANCE SEPARATION IS REQUIRED FROM A SIMILAR USE at 217 North Las Vegas Boulevard (APNs 139-34-515-001, 002, 004, and 005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-50606]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

81. VAR-51785 - VARIANCE - PUBLIC HEARING - APPLICANT: NEVADA CAREER INSTITUTE - OWNER: SOUTHWEST COLLEGE OF MEDICAL-DENTAL ASSISTANTS & PRACTICAL NURSES - For possible action on an Appeal of the Approval by the Planning Commission TO ALLOW 309 PARKING SPACES WHERE A MINIMUM OF 395 ARE REQUIRED on 6.42 acres at 4624-4660 North Rancho Drive (APN 138-02-113-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony) [PRJ-51673]. (NOTE: TO ALLOW 309 PARKING SPACES WHERE A MINIMUM OF 380 ARE REQUIRED). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

82. VAR-51622 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SOUTHWESTERN HOLDINGS, LLC - For possible action on a request for a Variance TO ALLOW A FIVE-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on a 3.41-acre portion of an 8.99 acre commercial subdivision at 4833 West Charleston Boulevard (APN 162-06-111-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-51350]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

83. SDR-51621 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-51622 - PUBLIC HEARING - APPLICANT/OWNER: SOUTHWESTERN HOLDINGS, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 5,359 SQUARE-FOOT RETAIL BUILDING WITH A WAIVER TO ALLOW A ZERO-FOOT WIDE LANDSCAPE BUFFER WHERE FIVE FEET IS REQUIRED ALONG A PORTION OF THE WEST PROPERTY LINE on a 3.41-acre portion of an 8.99 acre commercial subdivision at 4833 West Charleston Boulevard (APN 162-06-111-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-51350]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

84. VAR-51936 - VARIANCE - PUBLIC HEARING - APPLICANT: STARBUCKS COFFEE COMPANY - OWNER: TEG CHARLESTON DECATUR, LLC - For possible action on a request for a Variance TO ALLOW 15 PARKING SPACES WHERE A MINIMUM OF 28 SPACES ARE REQUIRED on 0.47 acres at 4717 West Charleston Boulevard (APN 162-06-102-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-50710]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

85. SDR-51784 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-51936 - PUBLIC HEARING - APPLICANT: STARBUCKS COFFEE COMPANY - OWNER: TEG CHARLESTON DECATUR, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 1,750 SQUARE-FOOT RESTAURANT WITH WAIVERS TO ALLOW TEN-FOOT LANDSCAPE BUFFERS ALONG A PORTION OF THE NORTH AND WEST PERIMETERS WHERE 15 FEET IS REQUIRED, A FOUR-FOOT LANDSCAPE BUFFER ALONG THE SOUTH PERIMETER WHERE EIGHT FEET IS REQUIRED, AND TO ALLOW A BUILDING ORIENTATION TO BE AWAY FROM THE STREET CORNER WHERE SUCH IS REQUIRED on 0.47 acres at 4717 West Charleston Boulevard (APN 162-06-102-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-50710]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

86. SUP-51693 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: EASTERN 95, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 400 North Eastern Avenue (APN 139-36-210-003), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-50730]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

87. SUP-51776 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DOLLAR LOAN CENTER - OWNER: P K I CHEYENNE COMMONS, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN USE WITHIN AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL PROPERTY WHERE 200 FEET IS REQUIRED AND TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 3051 North Rainbow Boulevard (APN 138-15-502-006), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-51210]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

88. SUP-51794 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FELIPE'S TACOS #2 - OWNER: MARTINEZ 2008 REVOCABLE TRUST - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,800 SQUARE-FOOT BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT WITH A WAIVER TO ALLOW A 160-FOOT DISTANCE SEPARATION FROM A HOUSE OF WORSHIP WHERE 400 FEET IS REQUIRED at 6450 West Lake Mead Boulevard, Suite #110 (APN 138-23-201-008), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL.

SET DATE

89. 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

90. 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

91. 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: JANUARY 22, 2014

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 22, 2014

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 22, 2014

SUBJECT:
INVOCATION - PASTOR KHOSROW ALIGHCHI, EVANGELICAL FRIENDS CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 22, 2014

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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: JANUARY 22, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SENIOR OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE MAYOR'S URBAN DESIGN AWARD WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF BLACK HISTORY MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF STEVE ALTIG FOR SUPPORT OF THE YOUTH OFFENDER COURT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE ARBOR VIEW GIRLS SOCCER STATE CHAMPIONS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 22, 2014

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.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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 December 18, 2013.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of reobligated funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2012 State Homeland Security Grant Program (SHSP) in the amount of $35,400 for the Department of Administrative Services to conduct Citizen Corps Programs related to Homeland Security through April 30, 2014 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject grant award will provide the City of Las Vegas with supplemental funds in the amount of $35,400 for the Department of Administrative Services to conduct Citizen Corps Programs. This funding is for the purchase of training materials for on-going programs.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Department of Homeland Security (DHS) Grant/F'FY2012 State Homeland Security Program Grant Award
2. Approved Budget
3. Federal Assurances, Federal Certifications, Nevada Department of Public Safety Division of Emergency Management Grant Financial and Program Assurances, and Reobligation Guidelines

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)
OFFICE OF HOMELAND SECURITY (NOHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**City of Las Vegas Office of Emergency Management**	**CFDA / PROJECT NO:**	97067-HL2
ADDRESS:	495 S. Main Street, 4th Floor Las Vegas, NV 89101	**NDEM DUNS:**	607025848
		SUB-GRANTEE DUNS:	030381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY12 - State Homeland Security Program (SHSP)	**FEDERAL GRANT FUNDS:**	$35,400.00
GRANT PERIOD:	**12/05/2013 - 4/30/2014**	**MATCHING FUNDS:**	
Special Notes:		**TOTAL:**	$35,400.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corps Project		$35,400.00
Approved budget attached		
FEDERAL GRANT TOTAL		**$35,400.00**
SUB-GRANTEE MATCH TOTAL		

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X 05DEC13	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	Chief
	ASO III

APPROVED AS TO FORM:
12/17/13
Date

Form: NDEM - FFY2012

ORIGINAL

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)
OFFICE OF HOMELAND SECURITY (NOHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**City of Las Vegas Office of Emergency Management**	**CFDA / PROJECT NO:**	97067-HL2
ADDRESS:	495 S. Main Street, 4th Floor	**NDEM DUNS:**	607025848
	Las Vegas, NV 89101	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY12 - State Homeland Security Program (SHSP)	**FEDERAL GRANT FUNDS:**	$35,400.00
GRANT PERIOD:	**12/05/2013 - 4/30/2014**	**MATCHING FUNDS:**	
Special Notes:		**TOTAL:**	$35,400.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corps Project		$35,400.00
Approved budget attached		
FEDERAL GRANT TOTAL		**$35,400.00**
SUB-GRANTEE MATCH TOTAL		

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada Division of Emergency Management. This award is subject to availability of federal funding. Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s) ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X	X
Signature of Approving Official Date: 05DEC13	Signature of Approving Official Date:

Internal NDEM Review

Chief

ASO III

APPROVED AS TO FORM:
J. Pontacolo 12/17/13
Date

Form: NDEM - FFY2012

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY

LINE ITEM DETAIL BUDGET

Agency Name		Project Manager Name & Contact #		Grant Manager Name & Contact #	

IJ TITLE: **Project Name: Community Resilience - Citizens Corp South**

One Budget Per Funding Stream

SHSP

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source
1	Personnel	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel must be put under this category, please notate each line with planning, organization, training or exercise.	New	DHS Federal		-	$ -		SHSP/UASI
2			Select Type				$ -		
3	Personnel Sub-Total						$ -		
4	Planning	Printed Materials- Exacuation Door Hangers, "Disaster Wheels", Fire Suppression/Prevention Materials, Earthquake Materials	Select Type			10,000.00			
5			New						
6			Select Type				$ -		
7	Planning Sub-Total		Enhance	DHS Federal		10,000.00			SHSP
8	Organization	Please see your grant guidance to determine the use of this category	Select Type				$ -		
9			Select Type				$ -		
10	Organization Sub-Total		Select Type				$ -		
11	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		
12			Select Type				$ -		
13	Equipment Sub-Total		Select Type				$ -		

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY

LINE ITEM DETAIL BUDGET

Agency Name		Project Manager Name & Contact #		Grant Manager Name & Contact #	

IJ TITLE: Project Name: Community Resilience - Citizens Corp South

One Budget Per Funding Stream

SHSP

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source
14	Training	CERT BACKPACKS	Enhance	DHS Federal	300	106.00	$ 31,800.00		SHSP
15		CERT STUDENT MANUALS	Select Type	DHS Federal	300	12.00	$ 3,600.00		SHSP
16	Training Sub-Total		Select Type				$ 35,400.00		
17	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer	Select Type				$ -		
18			Select Type				$ -		
19	Exercise Sub-Total		Select Type				$ -		
	Budget Detail Totals						$ 35,400.00		

FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VICTIMS PROTECTION ACT OF 2000

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

CLASSIFIED NATIONAL SECURITY INFORMATION

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

TRANSPARENCY ACT

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

APPROVED AS TO FORM.
J. Pontricello 12/17/13
Date

FEDERAL CERTIFICATIONS

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

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR, Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR, Part 69, the applicant certifies that:
   - **a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
   - **b.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   - **c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
   - **d.** The sub-grantee understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Federal awarding agency. Under this Federal certifications section, (I) Lobbying, section d this clause is considered a special condition.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   - **a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - **b.** Establishing an on-going drug-free awareness program to inform employees about
     - **i.** The dangers of drug abuse in the workplace;
     - **ii.** The Sub-grantees policy of maintaining a drug-free workplace;
     - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
     - **iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - **c.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - **d.** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - **i.** Abide by the terms of the statement; and
     - **ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - **e.** Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;
   - **f.** Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
     - **i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
     - **ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
   - **g.** Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

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

VICTIMS PROTECTION ACT OF 2000

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

CLASSIFIED NATIONAL SECURITY INFORMATION

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

TRANSPARENCY ACT

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

APPROVED AS TO FORM:
Pankcell 12/17/13
Date

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

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

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from Federal Awards. If the sub-grantee has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (NDEM) upon request within 30 days. Grant closeout is contingent upon the NDEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through NDEM.
2. Sub-grantees who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the NDEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, http://nevadabudget.org/index.php/publications/sam/18-3000

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, Part 220 (*A-87*), 2 CFR, Part 225 (*A-122*) or 2 CFR, Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. **Sub-Grantees are required to adhere to the Department of Public Safety, Division of Emergency Management, and Office of Homeland Grant Management Guide.**
4. Payment made by the NDEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*) (using the most current AEL from grant year and grant program that you are requesting/expending grant funds, please see www.rkb.us). The NDEM will not reimburse for any equipment purchased which is not identified on the AEL list and/or not on the approved Budget Detail Matrix.

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

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

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

6. Indirect cost rates (IDC) included in the budget and application process are subject to the requirements of Appendix E (Indirect Cost Proposal Rates) in the CFR applicable to the sub-grantee agency (i.e., *2 CFR, Part 215, Part 225, Part 230 as applicable*). All NDEM approved indirect cost rates are determined by the specific grant program, or the maximum ceiling of 5%, whichever is lower.

7. All IDC rates for sub-grantee applications and change requests for grant fiscal year 2012 and forward will be subject to the specific grant program language or the 5% ceiling as stated above. No project change requests will be approved to change an indirect cost rate.

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

9. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to IB 336. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

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

      1. The equipment was purchased with FEMA preparedness grant funding.

2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

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

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the NDEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the NDEM no later than 45 days following the end of the grant performance period. If the sub-grantee has requested an extension the report must be submitted no later than 15 days after the last day of the approved extension. Sub-grantees may not obligate funds at the end of extension and use the SAA's close out period to submit reports/expenditures unless extenuation circumstances exist and the approval is issued in writing to the sub-grantee. Late reports, unless approved by the NDEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the NDEM. Reimbursement will be made by the NDEM in a first come first serve basis. Every effort will be made by the NDEM to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.

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

   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
   e. Quarterly Project Plan/Work Plan (*EMPG*).
   f. NDEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds.
   g. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines.

2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the NDEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the NDEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.
3. It is the responsibility of all sub-grantees to know and adhere to the Nevada Revised Statue (NRS) and the United States General Services Administration (GSA) or their own established policies whichever is more restrictive regarding travel and per diem rates. The submission of travel must include the following and must adhere to the following.

   a. Travel claim signed by the traveler with all receipts such as, hotel, parking, shuttle, taxi, rental car to include additional fuel cost, conference fee invoice, flight invoice, internet search map for mileage reimbursement, formal or informal agenda from the inviting agency.
   b. Travel will not be reimbursed if the request exceeds the GSA rate found on www.gsa.gov NDEM will reimburse the maximum lodging rates with a receipt and the prorated taxes on that amount only.
   c. Rental cars will only be considered if necessary with documented justification. For example the venue is located offsite and it would cost more for taxi, shuttle etc., a rental car is allowable. Rental cars are to

be used solely for business travel.

d. Travel must be accomplished by the least expensive mode practicable; NDEM may request additional information if not provided at the time of submission for reimbursement.

e. Meals provide by conference fees or other means such as invitational travel must deduct meals provided from the per diem rate.

f. Traveler will only be allowed 75% of the per diem for the first and last day of travel unless the sub grantee submits a more practical and approved process.

g. Travelers must travel at a minimum of a 50 mile radius outside of their duty station or their home/departure whichever is closer to their destination to be reimbursed for per diem and lodging. Travelers may request mileage and parking if they are within the 50 mile radius of their duty station.

h. Cancelation fees will not be reimbursed unless a justification is submitted to NDEM for review and approval.

i. Travel as well as all grant expenditures must adhere to the following:

Reasonable - A prudent person would have purchased this item and paid this price. A cost may be considered reasonable if the nature of the goods or services, and the price paid for the goods or services, reflects the action that a prudent person would have taken given the prevailing circumstances at the time the decision to incur the cost was made.

Allocable - Expenses can be allocated to the federal grant or contract activity based on benefit derived, cause and effect, or other equitable relationship.

Consistently Treated - Like expenses must be treated the same in like circumstances.

Allowable - Permitted as a direct cost under the terms of a specific grant or contract.

j. NDEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.
5. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines
6. **Sub-Grantees are required to adhere to the Department of Public Safety, Division of Emergency Management, and Office of Homeland Grant Management Guide.**
7. NDEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds.

V. PROGRAM RESPONSIBILITY

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

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

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

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

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the NDEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State NDEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.
   a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.
   c. Electronic submission of the AAR/IP to the NDEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
      1. One hard copy of the AAR/IP shall be submitted to the NDEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying in writing the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

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

1. As required by 44 CFR Ch I, § 13.32 Equipment, the NDEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $5,000.00 per unit threshold.

2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a Federally mandated $5,000.00 per unit threshold.

3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.

4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.

5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR, Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however whenever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in NDEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of corrective action plans to the NDEM.

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

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

IX. INDEMNIFICATION

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

X. CONFIDENTIALITY OF RECORDS

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

XI. ASSIGNMENT AND DELEGATION

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

XII. DEBARMENT CERTIFICATION

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

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions

under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.

2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.
4. All contracts and or procurement will follow the open and free competitive bid process.

XIV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

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

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other Federal guidance including but not limited to:

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

XVI. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

Construction includes the following and requires EHP approval:

1. Training and Exercises
2. Purchase of Equipment
3. Physical Security Enhancements
4. Renovation/Upgrades, Modifications to existing structures (which include drywall, paint, carpet or any modifications to existing structure etc.)
5. New Construction or New Additions
6. Communication Towers and related equipment, equipment shelters
7. Other activities that may apply under the EHP section

Please see the link provided for IB 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

XVII. TERMINATION

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

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

APPROVED AS TO FORM
D. Pinkicello 12/17/13
Date

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.

In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Brian Sandoval
Governor

Nevada Department of Public Safety

James M. Wright
Director

Christopher B. Smith
Chief

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

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

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

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

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

NEP COMPONENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brian Sandoval
Governor

Nevada Department of **Public Safety**

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

January 17, 2011

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

- Your local jurisdiction
- Your county/local Emergency Manager or their designated Training Coordinator
- State Administrative Agency (SAA) Nevada Division of Emergency Management
- SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. All requests must be directed through your local emergency manager.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve a lease for Real Property between 900 Fremont, LLC, and the City of Las Vegas to manage and operate a parking lot located at 900 Fremont Street - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
900 Fremont, LLC, wishes to utilize the City's existing parking management and enforcement infrastructure to operate, enforce and collect revenues on a new 369 space parking lot at 9th Street and Fremont Street, as it has no existing parking management expertise or staffing in place. Estimated revenues to the city after expenses are $30,000 annually.

RECOMMENDATION:
Approve

BACKUP DOCUMENTATION:
Parking Lease Agreement

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made as of the ____ day of _____, 2014 (the "Effective Date"), by and between 900 FREMONT, LLC, a Nevada limited liability company ("Landlord"), and the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS

WHEREAS:

A. Landlord desires to Lease that certain real property commonly known as 9th and Fremont Streets, Las Vegas, Nevada , as more particularly described as more particularly identified as Clark County Assessor's Parcel Number 139-34-601008, (the "Site") for the operation by Tenant of a paid parking lot; and

B. Landlord has improved the Site into a paved and striped parking lot with 369 parking spaces and other improvements as set forth on Exhibit A attached hereto and hereby made a part of this Agreement; and

C. Tenant desires to lease the Site from Landlord for the operation by Tenant of a paid parking lot.

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

Commencement Date: The Commencement Date shall be February 1st, 2014.

Complete Closure: The election of Landlord pursuant to Section 2.01(d) below to completely close the Site for any parking such that no parking is available to the public.

Gross Revenues: All revenues actually received by Tenant from the operation of the Premises, including, without limitation, parking meter fees, monthly parking fees, special event parking fees, and parking citation revenues and subject to increase pursuant to Section 5.01 below.

Laws: All applicable statutes, regulations, requirements, ordinances and orders promulgated by any federal, state, local or regional governmental authority whether prior to or following the Execution Date.

Landlord's Addresses: 261 Las Vegas Boulevard North, Suite 110, Las Vegas, Nevada 89101.

Lease Interest Rate: The lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Landlord shall determine) or (ii) the maximum interest rate permitted by law.

Lease Term: Three (3) years beginning on the Commencement Date and continuing for

three (3) years and expiring on January 31, 2017.

Make Good Payment(s): As defined in Section 2.01(g).

Monthly Adjustment: A per diem amount of $82.19 in effect from time to time pursuant to Section 2.01(e) below.

Monthly Threshold: The amount of $2,500.00 as such may reduced by any Monthly Adjustment in effect pursuant to Section 2.01(e) below.

Partial Closure: The election of Landlord pursuant to Section 2.01(d) below to close a portion of the parking on the Site provided that a least one (1) parking space is available for public use on the Site.

Percentage Rent: A monthly amount equal to eighty-five percent (85%) of Tenant's total monthly Gross Revenues in excess of the Monthly Threshold. Landlord agrees that until Tenant has received the Monthly Threshold, no monthly Percentage Rent will be payable to Landlord.

Premises Address: 910 Fremont Street, Las Vegas, Nevada, 89101.

Permitted Uses: As defined in Section 5.01 below.

Premises: The Site and any improvements constructed thereon by Landlord.

Tenant's Address: 495 South Main Street, 6th Floor, Las Vegas, Nevada 89101.

Section 1.02 RENT.

(a) Percentage Rent. Tenant shall pay to Landlord rent for the Premises a monthly amount equal to eighty-five percent (85%) of Tenant's monthly total Gross Revenues in excess of the Monthly Threshold. Landlord agrees that until Tenant has received the Monthly Threshold, no Percentage Rent will be payable to Landlord. Attached hereto as Exhibit C is a hypothetical schedule of the calculation of Percentage Rent and Make Good Payments for a hypothetical month. The Parties agree that Exhibit C is for the sole purpose of illustrating the amount of Percentage Rent due to Landlord and the Make Good Payments due to Tenant based on hypothetical assumptions as to Gross Revenues and Complete Closures and further agree that Exhibit C has no other force and effect.

(b) Payment Date. All payments of Percentage Rent shall be made no later than one month and one day immediately following the month for which Percentage Rent is being paid. Any payments that are more than five (5) business days late shall bear interest at the Lease Interest Rate.

(c) Statements. Percentage Rent shall be paid monthly as set forth in this Section 1.02(c). Tenant shall provide to Landlord along with the payment of Percentage Rent a statement setting forth the Percentage Rent then due to Landlord. Such statement shall include (i) any adjustment to the Monthly Threshold as a result of any Monthly Adjustment in effect for such month and (ii) the amount of any Make Good Payments then due to Tenant pursuant to Section 2.01(g) below and any Make Good Payments deducted by Tenant from Percentage Rent then due. Along with such statement, Tenant shall include its check for such Percentage Rent then due from Tenant to Landlord. If a Make Good Payment is due from Landlord, such payment will be due to Tenant within five (5) calendar days. In the alternative, Tenant shall have the right to deduct any Make Good Payment due to Tenant from any

month period of the Lease Term, Tenant shall submit to Landlord a statement setting forth the Gross Revenues for the operation of the Premises during such twelve (12) month calendar period which statement shall include a statement of (i) the amount of Percentage Rent paid to Landlord during such period, (ii) the amount of any overpayment by Tenant during such period or (ii) the amount of any underpayment by Tenant during such period. In the event that Tenant has underpaid the Percentage Rent to Landlord, such annual statement shall be accompanied by Tenant's check in the amount of the underpayment of Percentage Rent. In the event Tenant has overpaid the amount of Percentage Rent, then Tenant shall have the right to deduct from the any amounts of Percentage Rent as they next come due the amount of such overpayment until Tenant has received the full amount of such overpayment. Landlord agrees that the monthly and annual statements of Percentage Rent will be prepared internally by Tenant and shall not be audited or reviewed by an outside accounting firm. In the event Landlord desires to have such statements audited, then (i) all such audit costs and expenses will be borne by Landlord, (ii) Tenant will reasonably cooperate in such audit and (iii) Landlord shall have no audit rights for any calendar year two years after such calendar year has expired.

ARTICLE 2
LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM.

(a) Extension Rights. Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Lease Term. The Parties may extend the Lease Term for two (2) one (1) year periods each upon their mutual agreement but at their respective sole discretion. In the event that the parties agree to extend the Term, the parties shall execute a written amendment to this Lease.

(b) Landlord's Early Termination Right. Landlord shall have the right to terminate this Lease prior to the expiration of the Lease Term upon ninety (90) days prior written notice in the event Landlord has obtained a building permit for the development of the Premises into an alternative use and is prepared to commence development of the Premises. Landlord acknowledges that this Lease in itself does not in any way constitute any obligation or commitment of Tenant to cooperate with Landlord in obtaining any entitlements, approvals or permits for any development of the Premises and any such entitlements, approvals or permits must be obtained through the normal development processes of the City of Las Vegas, Nevada.

(c) Term Extension Conditions. In the event the Planning Department of the City of Las Vegas, Nevada does not extend the current three (3) year temporary parking lot standards, this Agreement shall automatically terminate as of the date of expiration of such temporary parking lot standards.

(d) Landlord's Right to Complete and/or Partial Closure of the Premises. Tenant agrees that Landlord shall have the right to enact a Complete Closure or Partial Closure of the Premises at Landlords discretion upon ten (10) days written notice to Tenant. Upon a Complete or Partial Closure, Landlord shall have the right to use the closed portion of the Premises for any reason that Landlord determines, including, without limitation, for Landlord's own use, the use by third parties and in connection with special events. In connection with any Complete Closure or Partial Closure, Landlord shall have the right to manage that portion of the closed Premises.

(e) Complete Closure and Adjustment of Monthly Threshold. In the event of a Complete Closure, Tenant agrees that the Monthly Threshold shall be reduced on a per diem basis in the amount of $82.19 per day ("Monthly Adjustment") during each month during in which there is a Complete Closure. Landlord agrees that during a Complete Closure, Tenant shall have no obligation whatsoever to provide any management or other services to the Premises.

(f) Partial Closure. In the event of a Partial Closure, the Parties agree that (i) there shall be no reduction in the Monthly Threshold and (ii) Tenant shall continue to manage only that portion of the Premises that remains open during the period of Partial Closure and (iii) Landlord shall manage that portion of the Premises within the closed area of the Premises.

(g) Make Good Payment. In the event during any three (3) calendar month period of the Lease Term the Gross Revenues are less than the sum of the Monthly Threshold for the 3 months combined for any reason whatsoever, including, without limitation, a result of Partial Closure, Complete Closure and/or the impact on Gross Revenues resulting from the parking fees set by Landlord pursuant to Section 5.01 below, then Landlord agrees to pay to Tenant a sum equal to the Monthly Revenue Threshold minus the amount of Gross Revenues for such three month period (the "Make Good Payment"). Landlord shall pay to Tenant any Make Good Payment due to Tenant within five (5) days of written notice from Tenant to Landlord. Landlord agrees that in the alternative Tenant shall have the right to deduct any Make Good Payment due to Tenant from any Percentage Rent due to Landlord as such Percentage Rent next comes due.

Section 2.02 DELIVERY OF POSSESSION.

Landlord will deliver to Tenant possession of the Premises on the Effective Date.

Section 2.03 HOLDING OVER.

Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance. Nothing contained in this Section 2.03 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 3
TENANT IMPROVEMENTS

SECTION 3.01 TENANT IMPROVEMENTS.

Tenant and Landlord agree that Tenant shall install on the Premises six (6) parking meters and parking signage at Tenant's sole cost and expense. Tenant shall have no other obligation to install any improvements on the Premises. All meters and signage shall belong to Tenant and Tenant may remove such meters and signage at the expiration or other termination of this Lease.

ARTICLE 4
OPERATING COSTS

Section 4.01 OPERATING COSTS.

(a) Tenant agrees that Tenant shall be responsible at its sole cost and expense for all ordinary maintenance required to the Premises such as striping, sweeping, trash pickup and maintaining the parking meters and signage installed by Tenant. Tenant shall have no other maintenance or operating cost obligations related to the Premises. Tenant shall not be obligated to make any repairs to the Premises, including, without limitation, any asphalt repair or patching or repairs to the lighting systems at the Premises.

(b) Landlord shall be responsible for all other costs and expenses related to the ownership and operation of the Premises, including, without limitation, (i) all required expenditures of a capital nature, (ii) lighting installation, repair and maintenance, (iii) all utilities provided to the Premises, including, without limitation, power and water, (iv) real estate taxes and assessments and (v) asphalt repair, patching and repaving.

Section 4.02 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by Party which is not paid when due shall bear interest at the Lease Interest Rate. The payment of interest on such amounts shall not excuse or cure any default by a Party under this Lease.

ARTICLE 5
USE OF PROPERTY

Section 5.01 PERMITTED USES AND PARKING CHARGES.

Landlord and Tenant acknowledge that Tenant will be operating the Premises solely as a surface parking lot for paid usage. With the exception of those parking fees and charges established in the Las Vegas Municipal Code, all parking charges and fees shall be set by Landlord (or set by Tenant subject to Landlord's written approval). Landlord shall have the right to permit free or discounted parking on the Premises. Landlord shall provide advance notice in writing to Tenant of such free and discounted parking within a reasonable time period, which shall be not less than five (5) business days.

Section 5.02 MANNER OF USE

Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which annoys or interferes with the rights of persons operating or residing areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises.

Section 5.02 LANDLORD'S ACCESS.

Landlord or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose Landlord reasonably deems necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's business.

ARTICLE 6
CONDITION OF PROPERTY

Section 6.01 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Except as provided in this Lease, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent.

Section 6.02 CONDITION UPON TERMINATION.

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

ARTICLE 7
TENANT LIABILITY

Except for any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) that are caused by or result from the gross negligence or deliberate wrongful act or wrongful omission of Tenant or Tenant's agents or employees (collectively, "Claims"), Landlord hereby agrees (i) that it will neither hold nor attempt to hold Tenant or its respective agents liable for any and all Claims incurred in connection with or arising from the use of the Premises by Tenant and (ii) that it hereby releases Tenant from any and all claims and causes of action of Landlord in connection with any Claims. Tenant advises that it is not required to provide insurance for its use of the Premises, and that Tenant is self-insured, subject to limitations under Chapter 41 of the Nevada Revised Statutes. Prior to the Commencement Date, Tenant shall provide to Landlord documentation establishing its self insured status.

ARTICLE 8
CONDEMNATION

Section 8.01 CONDEMNATION.

If the whole or substantially the whole of the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Premises is taken by the condemning authority. All amounts awarded upon a taking of any part or all of the Premises shall be paid to Landlord.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

Section 9.01 LANDLORD'S CONSENT REQUIRED.

No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without Landlord's prior written consent.

Section 9.02 NO RELEASE OF TENANT.

No transfer consented to by Landlord, including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and

shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person shall not constitute a waiver of any provision of this Article Nine. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

ARTICLE 10
DEFAULTS; REMEDIES

Section 10.01 COVENANTS AND CONDITIONS.

Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions of the Parties.

Section 10.02 DEFAULTS.

(a) Landlord and Tenant agree that Tenant shall be in material default under this Lease:

(i) If Tenant abandons, vacates or fails to operate the Premises for thirty (30) consecutive days;

(ii) If Tenant fails to pay any rent required to be paid by Tenant, as and when due and such failure continues for ten (10) days after written notice by Landlord;

(iii) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease after thirty (30) days written notice from Landlord; or

(iv) (A) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (D) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

(b) Landlord and Tenant agree that Landlord shall be in material default of the Lease

(i) If Landlord fails to pay any amounts required to be paid by Landlord, as and when due and such failure continues for ten (10) days after written notice by Tenant;

(ii) If Landlord fails to perform any of Landlord's nonmonetary obligations under this Lease after thirty (30) days written notice from Tenant; or

(iii) (A) If Landlord makes a general assignment or general arrangement for the

benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Landlord and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Landlord's assets located at the Premises or of Landlord's interest in this Lease and possession is not restored to Landlord within thirty (30) days; or (D) if substantially all of Landlord's assets located at the Premises or of Landlord's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Landlord remains a debtor in possession) and such trustee or Landlord transfers Landlord's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Landlord hereunder.

Section 10.03 REMEDIES.

(a) On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, as its sole and exclusive remedies:

(i) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not limited to damages related to interruption of Tenant's business. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) the full amount of any rent which had been earned at the time of the termination and Tenant shall be fully discharged from any additional obligations under this Lease; and (ii) any costs or expenses incurred by Landlord in recovering possession of the Premises; and

(ii) In addition Landlord shall have the right (at Landlord's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which Tenant is in default, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. Landlord shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse Landlord immediately upon demand for any costs and expenses incurred by Landlord in connection with the performance by Landlord of Tenant's obligations under this Lease.

(b) On the occurrence of any default by Landlord, Tenant may, at any time thereafter, with or without notice or demand, as its sole and exclusive remedies:

(i) Terminate this Lease upon written notice to Landlord, in which case Tenant shall pay to the amount of rent due at the time of such termination of the Lease and Tenant shall be fully discharged from any additional obligations under this Lease. In such event, Tenant shall be entitled to recover from Landlord all damages incurred by Tenant by reason of Landlord's default, including, without limitation, the full amount of any Make Good Payments due to Tenant prior to the date of termination; and

(ii) In addition Tenant shall have the right (at Tenant's sole discretion) to perform any obligations hereunder required to be performed by Landlord for which Landlord is in default, including, without limitation, the performance of maintenance and repair that Landlord is obligated to perform

hereunder. Tenant shall have the right upon ten (10) days prior notice to Landlord (except that no notice shall be required in the case of an emergency) to perform such maintenance or repair on behalf of Landlord. Landlord agrees to reimburse Tenant immediately upon demand for any costs and expenses incurred by Tenant in connection with the performance by Tenant of Landlord's obligations under this Lease.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.01 NON-DISCRIMINATION.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 11.02 SEVERABILITY.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 11.03 INTERPRETATION.

The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission.

Section 11.04 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 11.05 NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to Tenant's Address specified in Section 1.01above, except that upon Tenant's taking possession of the Premises, the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.01above. Notices deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. All other notices shall be effective upon delivery or attempted delivery in accordance with this Section 11.05. Either party may change its notice address upon written notice to the other party.

Section 11.06 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from

enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord, and Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 11.07 NO RECORDATION.

Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded; provided that, in such event, Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Premises.

Section 11.08 BINDING EFFECT; CHOICE OF LAW.

This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 11.09 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 11.10 FORCE MAJEURE.

Except as otherwise expressly provided in this Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 11.11 EXECUTION OF LEASE.

This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

Section 11.12 BROKERS AND LEASING AGENTS.

Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, Tenant shall indemnify, save harmless and defend Landlord from and against

such claims if they shall be based upon any statement or representation or agreement made by Tenant, and Landlord shall indemnify, save harmless and defend Tenant if such claims shall be based upon any statement, representation or agreement made by Landlord.

Section 11.13 CONFLICTS OF INTEREST; DISCLOSURE OF PRINCIPALS.

(a) Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of Tenant relating to this Lease. Notwithstanding any other provision of this Amendment, if such interest becomes known, Tenant may immediately terminate this Lease for default or convenience, based on the culpability of the parties.

(b) Landlord is required to make full disclosure to Tenant of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Landlord. Any significant change in the principals, associates, partners, joint venturers, development manager, and directly-involved managerial employees of Landlord is subject to the approval of Tenant which shall not be withheld or delayed in the commercially reasonable opinion of Tenant. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Landlord warrants that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners or members of Landlords well as all persons and entities holding more than 1% interest in Landlord or any principal, partner or member of the same. Throughout the Lease Term, Landlord shall provide written notification of any material change in the above disclosure within 15 days of any such change.

Section 11.14 WAIVER OF JURY TRIAL.

To the extent such waiver is permitted by law, the parties hereto waive trial by jury in any action or proceeding brought in connection with this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease in the State of Nevada as of the Execution Date and have initialed or executed all Riders which are attached to or incorporated by reference in this Lease.

TENANT:

CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada

By: _____

Name: _____

Title: _____

ATTEST:

_____

_____, Title

APPROVED AS TO FORM:

M. [illegible] Esq.

1-9-14

LANDLORD:

900 FREMONT, LLC, a Nevada limited liability company

By: Downtown Las Vegas Management, LLC
A Nevada limited liability company, its Manager,

By: Resort Gaming Group, LLC, a Nevada limited liability company, its Manager,

By: _____
Andrew B. Donner, Manager

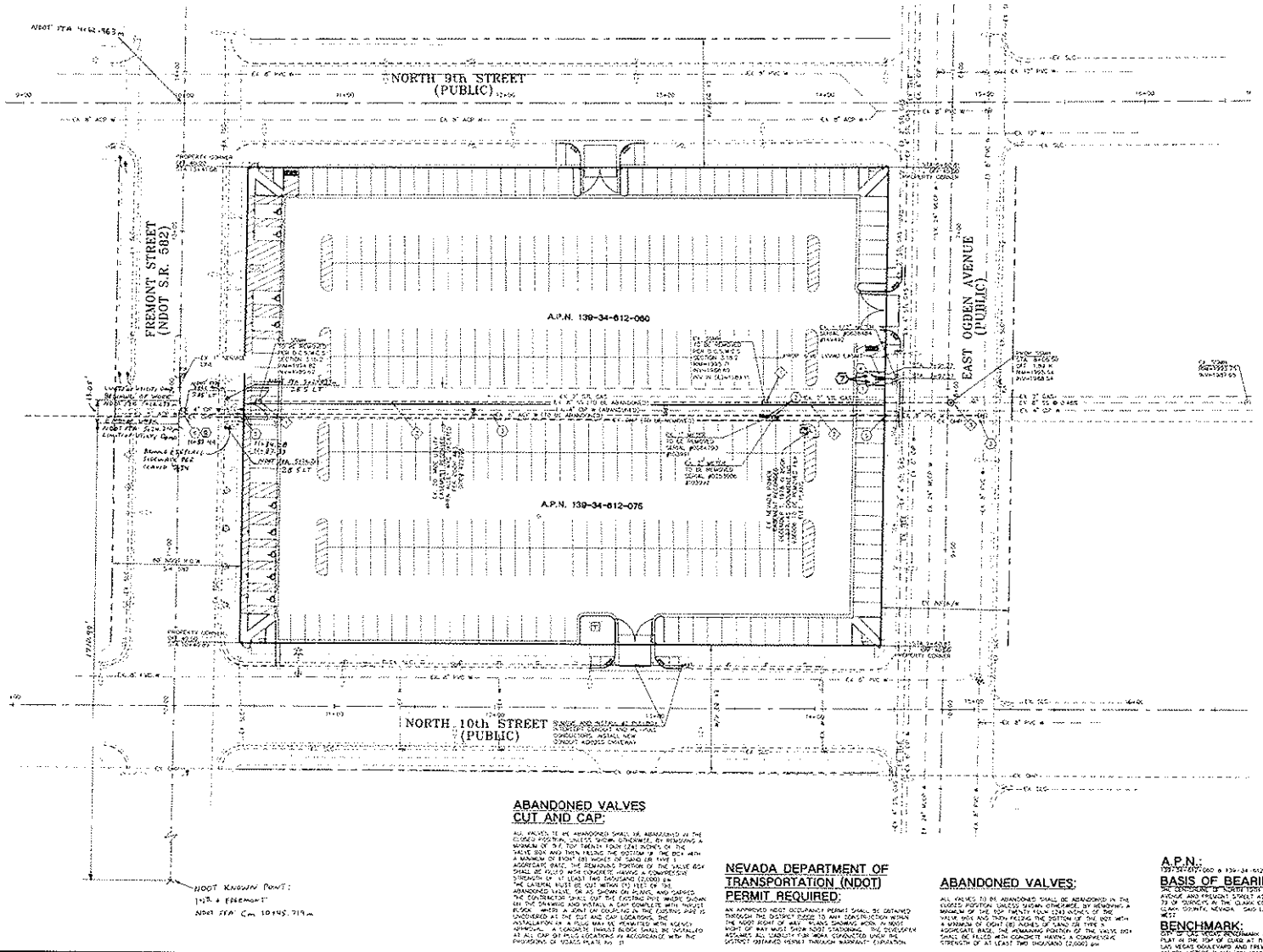
EXHIBIT A
Site Plan

EXHIBIT B
Disclosure of Principals

EXHIBIT C
Hypothetical Calculation of Percentage Rent and Make Good Payment

EXHIBIT "A"

SITE PLAN (attached)



GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

VICINITY MAP
NOT TO SCALE

WATER CONSTRUCTION NOTES:

- ALL WATER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH "UNIFORM DESIGN AND CONSTRUCTION STANDARDS FOR WATER DISTRIBUTION SYSTEMS (U.D.A.C.S.)" LATEST EDITION
- NOT ALL NOTES USED ON THIS SHEET -

1. INSTALL 1 1/2" RPPA PER U.D.A.C.S. PLATE NO. 8
2. ABANDON EXISTING WATER SERVICE AND REMOVE EX METER PER U.D.A.C.S. SECTION 2.17.5A
3. ABANDON VALVE, CUT AND CAP PER NOTE ON THIS SHEET
4. INSTALL CAP. SEE PLUMBING PLANS FOR CONTINUATION
5. ABANDON VALVE PER NOTE ON THIS SHEET
6. CUT AND CAP 3 FEET FROM 3" SERVICE LINE
7. Install Bollards per U.D.A.C.S. Pg 7.5
8. Provide Backflow Prevention Enclosure

SEWER CONSTRUCTION NOTES:

- NOT ALL NOTES USED ON THIS SHEET -

1. REMOVE EX. SEWER PER U.D.A.C.S. SECTION 318.12.
2. ABANDON EX. 8" SEWER FROM NEW MANHOLE TO EXISTING MANHOLE ADJACENT TO FREMONT STREET PER U.D.A.C.S. SECTION 318.10, PRESSURE GROUT
3. INSTALL NEW TERMINAL MANH PER U.D.A.C.S. 507

REDUCED PRESSURE PRINCIPLE ASSEMBLY (RPPA): (1) - 1.5" RPPA

APPROVED REDUCED PRESSURE PRINCIPLE ASSEMBLY(S) SHALL BE INSTALLED PER THE U.D.A.C.S. PLATE NO. 8. NO WATER SHALL BE TAKEN FROM A SERVICE WITHOUT BACK FLOW PREVENTION UNITS. THE REDUCED PRESSURE PRINCIPLE ASSEMBLY HAS BEEN SUCCESSFULLY TESTED BY THE OWNER

ANY BLOCK WALL OR OTHER FENCE MATERIAL SHALL BE DESIGNED AND CONSTRUCTED AROUND THE OUTSIDE OF THE EASEMENT(S) TO ALLOW THE DISTRICT DIRECT ACCESS FROM THE ADJACENT RIGHT-OF-WAY

EASEMENT(S) SHALL BE CLEARLY MARKED OR STAKED PRIOR TO THE START OF CONSTRUCTION

NOTE:

CONTRACTOR TO INCLUDE COST OF UNDERGROUND UTILITY DETECTION COMPANY TO LOCATE AND MARK ALL EXISTING UTILITIES PRIOR TO ANY DEMOLITION OR EXCAVATION. ENGINEER TO BE PROVIDED WITH AS-BUILT SKETCH OF EXISTING UTILITIES, AND IS TO BE NOTIFIED IMMEDIATELY OF ANY POTENTIAL CONFLICTS WITH PROPOSED UTILITIES AND/OR FINISHED GRADES.

ABANDONED VALVES CUT AND CAP:

ALL VALVES TO BE ABANDONED SHALL BE ABANDONED IN THE CLOSED POSITION, UNLESS SHOWN OTHERWISE, BY REMOVING A MINIMUM OF FIVE (5) FEET (1.52 METERS) OF THE VALVE BOX AND THEN FILLING THE BOTTOM OF THE BOX WITH A MINIMUM OF EIGHT (8) INCHES OF SAND OR TYPE 1 AGGREGATE BASE. THE REMAINING PORTION OF THE VALVE BOX SHALL BE FILLED WITH CONCRETE HAVING A COMPRESSIVE STRENGTH OF AT LEAST TWO THOUSAND (2,000) psi (13.8 MPa). THE CONTRACTOR SHALL CUT THE EXISTING PIPE WHERE SHOWN ON THE DRAWING AND INSTALL A JOINT COMPATIBLE WITH THAT PIPE. WHERE A JOINT OR FITTING IS NOT AVAILABLE ON THE EXISTING PIPE TO ACCOMMODATE THE CUT AND CAP LOCATIONS, THE CONTRACTOR SHALL CUT THE EXISTING PIPE WHERE SHOWN ON THE DRAWING AND INSTALL A JOINT COMPATIBLE WITH THAT PIPE. WHERE A JOINT OR FITTING IS NOT AVAILABLE ON THE EXISTING PIPE TO ACCOMMODATE THE CUT AND CAP LOCATIONS, THE CONTRACTOR SHALL CUT THE EXISTING PIPE WHERE SHOWN ON THE DRAWING AND INSTALL A JOINT COMPATIBLE WITH THAT PIPE. A CONCRETE THRUST BLOCK SHALL BE INSTALLED AT ALL CAP OR PLUG LOCATIONS IN ACCORDANCE WITH THE PROVISIONS OF U.D.A.C.S. PLATE NO. 31

NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) PERMIT REQUIRED:

AN APPROVED NDOT OCCUPANCY PERMIT SHALL BE OBTAINED THROUGH THE DISTRICT OFFICE TO ANY CONSTRUCTION WITHIN THE NDOT RIGHT OF WAY. PLANS SHOWING WORK IN NDOT RIGHT OF WAY MUST SHOW NDOT STATIONING. THE OVERLAYER ASSUMES ALL LIABILITY FOR WORK CONDUCTED UNDER THE DISTRICT OBTAINED PERMIT THROUGH WARRANTY EXPIRATION.

ABANDONED VALVES:

ALL VALVES TO BE ABANDONED SHALL BE ABANDONED IN THE CLOSED POSITION UNLESS SHOWN OTHERWISE, BY REMOVING A MINIMUM OF FIVE (5) FEET (1.52 METERS) OF THE VALVE BOX AND THEN FILLING THE BOTTOM OF THE BOX WITH A MINIMUM OF EIGHT (8) INCHES OF SAND OR TYPE 1 AGGREGATE BASE. THE REMAINING PORTION OF THE VALVE BOX SHALL BE FILLED WITH CONCRETE HAVING A COMPRESSIVE STRENGTH OF AT LEAST TWO THOUSAND (2,000) psi (13.8 MPa).

A.P.N.:
139-34-612-060 & 139-34-612-075

BASIS OF BEARINGS:

THE BEARING OF CENTER FOOT STREET BETWEEN DAWSON AVENUE AND FREMONT STREET AS SHOWN ON FILE 63, PAGE 33 OF SURVEYS, IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA. SAID BEARING BEING N89°59'51"E

BENCHMARK:

CITY OF LAS VEGAS BENCHMARK BEING 3/4IN. A BOLT AND PLAT IN THE TOP OF CURB AT THE SOUTHWEST CORNER OF LAS VEGAS BOULEVARD AND FREMONT STREET. ELEVATION = 631.804 METERS (NAVD 88) (2067.31 FEET)

SAFETY ALERT

Call Before You Overhead
1-702-432-5300

Call before you dig
Call 811
1-702-227-2929 OUTSIDE CLARK COUNTY 1-800-227-2600

APPROVED FOR CONSTRUCTION

LAS VEGAS VALLEY WATER DISTRICT ENGINEERING SERVICES MANAGER
PROJECT No. 122041 DATE 1/10/13

NOTE:

LOCHSA ENGINEERING ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS AND ELEVATIONS. THE UTILITIES SHOWN ON THIS PLAN ARE FROM THE BEST AVAILABLE INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, THE WATER, FIRE, SANITARY SEWER, STORM SEWER, TELEPHONE, POWER, GAS, AND IRRIGATION LINES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF CONFLICTS EXISTS IN THE FIELD, THE CONTRACTOR IS TO NOTIFY THE PROJECT ARCHITECT, OWNER'S REPRESENTATIVE AND THE PROJECT ENGINEER IMMEDIATELY.

LEGEND

| | | |

EXHIBIT "B"

PRINCIPAL DISCLOSURES (attached)

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	
Name	900 Fremont, LLC
Address	PO Box 1570
	Las Vegas NV 89125
Telephone	702 953 4320
EIN or DUNS	46-0666505

Block 2 Description
City of Las Vegas Lease agreement for 900 Fremont, LLC.

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.	Anthony Hsieh Sole member	3540 W. Sahara LV NV 89102	702-943-7810
2.	DTP RE, LLC, manager	3540 W. Sahara LV NV 89102	702-943-7810
3.	Downtown Las Vegas	261 N. Las Vegas #110 LV NV 89101	702 953 4320
4.	management LLC	manager 261 N. Las Vegas #110 LV NV 89101	702 953 4320
5.	Resort Gaming Group,	LLC 261 N. Las Vegas #110 manager LV NV 89101	702 953 4320
6.	Andrew B. Donner	261 N. Las Vegas Blvd #110 LV NV 89101	702 953 4320
7.	manager		

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

Name _____

Date 1-8-14

Subscribed and sworn to before me this 8 day of January, 2014

_____
Notary Public

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

9th & Fremont Lot

Rent Reconciliation

	January	Feburary	March	April	May	June	July	August	September	October	November	December	Annual Total	Reconciliation
Revenue Summary														
Total Revenues	$ 8,450	$ 9,420	$ 2,000	$ 2,200	$ 2,000	$ 12,580	$ 12,580	$ 14,670	$ -	$ -	$ 9,790	$ 9,800	$ 83,490	$ 83,490.00
Rent Summary														
Beginning Monthly Threshold	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 30,000.00
Complete Closures	3	2	0	1	5	0	0	0	30	31	2	1	75	75
Adjustment Amount	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19	$ 82.19
Adjustments	$ 246.57	$ 164.38	$ -	$ 82.19	$ 410.95	$ -	$ -	$ -	$ 2,500.00	$ 2,500.00	$ 164.38	$ 82.19	$ 6,150.66	$ 6,150.66
Monthly Threshold Less Adjustment(s)	$ 2,253.43	$ 2,335.62	$ 2,500.00	$ 2,417.81	$ 2,089.05	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ -	$ -	$ 2,335.62	$ 2,417.81	$ 23,849.34	$ 23,849.34
Revenue Less Monthly Threshold	$ 6,196.57	$ 7,084.38	$ (500.00)	$ (217.81)	$ (89.05)	$ 10,080.00	$ 10,080.00	$ 12,170.00	$ -	$ -	$ 7,454.38	$ 7,382.19	$ 59,640.66	$ 59,640.66
Percentage Rent Due to Landlord	$ 5,267.08	$ 6,021.72	$ -	$ -	$ -	$ 8,568.00	$ 8,568.00	$ 10,344.50	$ -	$ -	$ 6,336.22	$ 6,274.86	$ 51,380.39	$ 50,694.56
Make Good Payment Due to Tenant	$ -	$ -	$ -	$ -	$ 806.86	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 806.86	

Annual Reconciliation		
	Actual	Reconciled
Adjusted Revenue Threshold	$ 23,849.34	$ 23,849.34
Revenues Less Threshold	$ 59,640.66	$ 59,640.66
Rent Paid to Landlord	$ 51,380.39	$ 50,694.56
Over(Underpaid) Rent		$ (685.83)
Make Good Payments		$ 806.86
Total due to (from) LL		$ 121.03

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve a lease for Real Property between 208 Las Vegas Blvd, LLC, and the City of Las Vegas to manage and operate a parking lot located at 208 Las Vegas Boulevard - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
208 Las Vegas Blvd, LLC, wishes to utilize the City's existing parking management and enforcement infrastructure to operate, enforce and collect revenues on a new 75 space parking lot at Ogden and Las Vegas Boulevard, as it has no existing parking management expertise or staffing in place. Estimated revenues to the city after expenses are $23,000 annually.

RECOMMENDATION:
Approve

BACKUP DOCUMENTATION:
Parking Lease Agreement

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made as of the ____ day of _____, 2014 (the "Effective Date"), by and between 208 LAS VEGAS BLVD, LLC, a Nevada limited liability company ("Landlord"), and the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS

WHEREAS:

A. Landlord desires to Lease that certain real property commonly known as Las Vegas Boulevard and Ogden Streets, Las Vegas, Nevada , as more particularly described as more particularly identified as Clark County Assessor's Parcel Number 139-34-511004, (the "Site") for the operation by Tenant of a paid parking lot; and

B. Landlord has improved the Site into a paved and striped parking lot with 75 parking spaces and other improvements as set forth on Exhibit A attached hereto and hereby made a part of this Agreement; and

C. Tenant desires to lease the Site from Landlord for the operation by Tenant of a paid parking lot.

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

Commencement Date: The Commencement Date shall be February 1st, 2014.

Complete Closure: The election of Landlord pursuant to Section 2.01(d) below to completely close the Site for any parking such that no parking is available to the public.

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Gross Revenues: All revenues actually received by Tenant from the operation of the Premises, including, without limitation, parking meter fees, monthly parking fees, special event parking fees, and parking citation revenues and subject to increase pursuant to Section 5.01 below.

Laws: All applicable statutes, regulations, requirements, ordinances and orders promulgated by any federal, state, local or regional governmental authority whether prior to or following the Execution Date.

Landlord's Addresses: 261 Las Vegas Boulevard North, Suite 110, Las Vegas, Nevada 89101.

Lease Interest Rate: The lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Landlord shall determine) or (ii) the maximum interest rate permitted by law.

Lease Term: Three (3) years beginning on the Commencement Date and continuing for three (3) years and expiring on January 31, 2017.

Make Good Payment(s): As defined in Section 2.01(g).

Monthly Adjustment: A per diem amount of $68.49 in effect from time to time pursuant to Section 2.01(e) below.

Monthly Threshold: The amount of $2,083.33 as such may reduced by any Monthly Adjustment in effect pursuant to Section 2.01(e) below.

Partial Closure: The election of Landlord pursuant to Section 2.01(d) below to close a portion of the parking on the Site provided that a least one (1) parking space is available for public use on the Site.

Percentage Rent: A monthly amount equal to eighty-five percent (85%) of Tenant's total monthly Gross Revenues in excess of the Monthly Threshold. Landlord agrees that until Tenant has received the Monthly Threshold, no monthly Percentage Rent will be payable to Landlord.

Premises Address: 910 Fremont Street, Las Vegas, Nevada, 89101.

Permitted Uses: As defined in Section 5.01 below.

Premises: The Site and any improvements constructed thereon by Landlord.

Tenant's Address: 495 South Main Street, 6th Floor, Las Vegas, Nevada 89101.

Section 1.02 RENT.

(a) Percentage Rent. Tenant shall pay to Landlord rent for the Premises a monthly amount equal to eighty-five percent (85%) of Tenant's monthly total Gross Revenues in excess of the Monthly Threshold. Landlord agrees that until Tenant has received the Monthly Threshold, no Percentage Rent will be payable to Landlord. Attached hereto as Exhibit C is a hypothetical schedule of the calculation of Percentage Rent and Make Good Payments for a hypothetical month. The Parties agree that Exhibit C is for the sole purpose of illustrating the amount of Percentage Rent due to Landlord and the Make Good Payments due to Tenant based on hypothetical assumptions as to Gross Revenues and Complete Closures and further agree that Exhibit C has no other force and effect.

(b) Payment Date. All payments of Percentage Rent shall be made no later than one month and one day immediately following the month for which Percentage Rent is being paid. Any payments that are more than five (5) business days late shall bear interest at the Lease Interest Rate.

(c) Statements. Percentage Rent shall be paid monthly as set forth in this Section 1.02(c). Tenant shall provide to Landlord along with the payment of Percentage Rent a statement setting forth the Percentage Rent then due to Landlord. Such statement shall include (i) any adjustment to the Monthly Threshold as a result of any Monthly Adjustment in effect for such month and (ii) the amount of any Make Good Payments then due to Tenant pursuant to Section 2.01(g) below and any Make Good Payments deducted by Tenant from Percentage Rent then due. Along with such statement, Tenant shall include its check for such Percentage Rent then due from Tenant to Landlord. If a Make Good Payment is due from Landlord, such payment will be due to Tenant within five (5) calendar days. In the

Percentage Rent due to Landlord. No later than sixty (60) days after the end of each twelve (12) calendar month period of the Lease Term, Tenant shall submit to Landlord a statement setting forth the Gross Revenues for the operation of the Premises during such twelve (12) month calendar period which statement shall include a statement of (i) the amount of Percentage Rent paid to Landlord during such period, (ii) the amount of any overpayment by Tenant during such period or (ii) the amount of any underpayment by Tenant during such period. In the event that Tenant has underpaid the Percentage Rent to Landlord, such annual statement shall be accompanied by Tenant's check in the amount of the underpayment of Percentage Rent. In the event Tenant has overpaid the amount of Percentage Rent, then Tenant shall have the right to deduct from the any amounts of Percentage Rent as they next come due the amount of such overpayment until Tenant has received the full amount of such overpayment. Landlord agrees that the monthly and annual statements of Percentage Rent will be prepared internally by Tenant and shall not be audited or reviewed by an outside accounting firm. In the event Landlord desires to have such statements audited, then (i) all such audit costs and expenses will be borne by Landlord, (ii) Tenant will reasonably cooperate in such audit and (iii) Landlord shall have no audit rights for any calendar year two years after such calendar year has expired.

ARTICLE 2
LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM.

(a) Extension Rights. Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Lease Term. The Parties may extend the Lease Term for two (2) one (1) year periods each upon their mutual agreement but at their respective sole discretion. In the event that the parties agree to extend the Term, the parties shall execute a written amendment to this Lease.

(b) Landlord's Early Termination Right. Landlord shall have the right to terminate this Lease prior to the expiration of the Lease Term upon ninety (90) days prior written notice in the event Landlord has obtained a building permit for the development of the Premises into an alternative use and is prepared to commence development of the Premises. Landlord acknowledges that this Lease in itself does not in any way constitute any obligation or commitment of Tenant to cooperate with Landlord in obtaining any entitlements, approvals or permits for any development of the Premises and any such entitlements, approvals or permits must be obtained through the normal development processes of the City of Las Vegas, Nevada.

(c) Term Extension Conditions. In the event the Planning Department of the City of Las Vegas, Nevada does not extend the current three (3) year temporary parking lot standards, this Agreement shall automatically terminate as of the date of expiration of such temporary parking lot standards.

(d) Landlord's Right to Complete and/or Partial Closure of the Premises. Tenant agrees that Landlord shall have the right to enact a Complete Closure or Partial Closure of the Premises at Landlords discretion upon ten (10) days written notice to Tenant. Upon a Complete or Partial Closure, Landlord shall have the right to use the closed portion of the Premises for any reason that Landlord determines, including, without limitation, for Landlord's own use, the use by third parties and in connection with special events. In connection with any Complete Closure or Partial Closure, Landlord shall have the right to manage that portion of the closed Premises.

(e) Complete Closure and Adjustment of Monthly Threshold. In the event of a Complete Closure, Tenant agrees that the Monthly Threshold shall be reduced on a per diem basis in the amount of $68.49 per day ("Monthly Adjustment") during each month during in which there is a Complete Closure. Landlord agrees that during a Complete Closure, Tenant shall have no obligation whatsoever to

provide any management or other services to the Premises.

(f) Partial Closure. In the event of a Partial Closure, the Parties agree that (i) there shall be no reduction in the Monthly Threshold and (ii) Tenant shall continue to manage only that portion of the Premises that remains open during the period of Partial Closure and (iii) Landlord shall manage that portion of the Premises within the closed area of the Premises.

(g) Make Good Payment. In the event during any three (3) calendar month period of the Lease Term the Gross Revenues are less than the sum of the Monthly Threshold for the 3 months combined for any reason whatsoever, including, without limitation, a result of Partial Closure, Complete Closure and/or the impact on Gross Revenues resulting from the parking fees set by Landlord pursuant to Section 5.01 below, then Landlord agrees to pay to Tenant a sum equal to the Monthly Revenue Threshold minus the amount of Gross Revenues for such three month period (the "Make Good Payment"). Landlord shall pay to Tenant any Make Good Payment due to Tenant within five (5) days of written notice from Tenant to Landlord. Landlord agrees that in the alternative Tenant shall have the right to deduct any Make Good Payment due to Tenant from any Percentage Rent due to Landlord as such Percentage Rent next comes due.

Section 2.02 DELIVERY OF POSSESSION.

Landlord will deliver to Tenant possession of the Premises on the Effective Date.

Section 2.03 HOLDING OVER.

Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance. Nothing contained in this Section 2.03 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 3
TENANT IMPROVEMENTS

SECTION 3.01 TENANT IMPROVEMENTS.

Tenant and Landlord agree that Tenant shall install on the Premises six (6) parking meters and parking signage at Tenant's sole cost and expense. Tenant shall have no other obligation to install any improvements on the Premises. All meters and signage shall belong to Tenant and Tenant may remove such meters and signage at the expiration or other termination of this Lease.

ARTICLE 4
OPERATING COSTS

Section 4.01 OPERATING COSTS.

(a) Tenant agrees that Tenant shall be responsible at its sole cost and expense for all ordinary maintenance required to the Premises such as striping, sweeping, trash pickup and maintaining the parking meters and signage installed by Tenant. Tenant shall have no other maintenance or operating cost obligations related to the Premises. Tenant shall not be obligated to make any repairs to the Premises, including, without limitation, any asphalt repair or patching or repairs to the lighting systems at the Premises.

(b) Landlord shall be responsible for all other costs and expenses related to the ownership and operation of the Premises, including, without limitation, (i) all required expenditures of a capital nature, (ii) lighting installation, repair and maintenance, (iii) all utilities provided to the Premises, including, without limitation, power and water, (iv) real estate taxes and assessments and (v) asphalt repair, patching and repaving.

Section 4.02 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by Party which is not paid when due shall bear interest at the Lease Interest Rate. The payment of interest on such amounts shall not excuse or cure any default by a Party under this Lease.

ARTICLE 5
USE OF PROPERTY

Section 5.01 PERMITTED USES AND PARKING CHARGES.

Landlord and Tenant acknowledge that Tenant will be operating the Premises solely as a surface parking lot for paid usage. With the exception of those parking fees and charges established in the Las Vegas Municipal Code, all parking charges and fees shall be set by Landlord (or set by Tenant subject to Landlord's written approval). Landlord shall have the right to permit free or discounted parking on the Premises. Landlord shall provide advance notice in writing to Tenant of such free and discounted parking within a reasonable time period, which shall be not less than five (5) business days.

Section 5.02 MANNER OF USE

Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which annoys or interferes with the rights of persons operating or residing areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises.

Section 5.02 LANDLORD'S ACCESS.

Landlord or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose Landlord reasonably deems necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's business.

ARTICLE 6
CONDITION OF PROPERTY

Section 6.01 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Except as provided in this Lease, Tenant shall not make any alterations, additions, or improvements to the Premises

without Landlord's prior written consent.

Section 6.02 CONDITION UPON TERMINATION.

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

ARTICLE 7
TENANT LIABILITY

Except for any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) that are caused by or result from the gross negligence or deliberate wrongful act or wrongful omission of Tenant or Tenant's agents or employees (collectively, "Claims"), Landlord hereby agrees (i) that it will neither hold nor attempt to hold Tenant or its respective agents liable for any and all Claims incurred in connection with or arising from the use of the Premises by Tenant and (ii) that it hereby releases Tenant from any and all claims and causes of action of Landlord in connection with any Claims. Tenant advises that it is not required to provide insurance for its use of the Premises, and that Tenant is self-insured, subject to limitations under Chapter 41 of the Nevada Revised Statutes. Prior to the Commencement Date, Tenant shall provide to Landlord documentation establishing its self insured status.

ARTICLE 8
CONDEMNATION

Section 8.01 CONDEMNATION.

If the whole or substantially the whole of the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Premises is taken by the condemning authority. All amounts awarded upon a taking of any part or all of the Premises shall be paid to Landlord.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

Section 9.01 LANDLORD'S CONSENT REQUIRED.

No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without Landlord's prior written consent.

Section 9.02 NO RELEASE OF TENANT.

No transfer consented to by Landlord, including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee.

Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person shall not constitute a waiver of any provision of this Article Nine. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

ARTICLE 10
DEFAULTS; REMEDIES

Section 10.01 COVENANTS AND CONDITIONS.

Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions of the Parties.

Section 10.02 DEFAULTS.

(a) Landlord and Tenant agree that Tenant shall be in material default under this Lease:

(i) If Tenant abandons, vacates or fails to operate the Premises for thirty (30) consecutive days;

(ii) If Tenant fails to pay any rent required to be paid by Tenant, as and when due and such failure continues for ten (10) days after written notice by Landlord;

(iii) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease after thirty (30) days written notice from Landlord; or

(iv) (A) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (D) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

(b) Landlord and Tenant agree that Landlord shall be in material default of the Lease

(i) If Landlord fails to pay any amounts required to be paid by Landlord, as and when due and such failure continues for ten (10) days after written notice by Tenant;

(ii) If Landlord fails to perform any of Landlord's nonmonetary obligations under this Lease after thirty (30) days written notice from Tenant; or

(iii) (A) If Landlord makes a general assignment or general arrangement for the benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Landlord and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Landlord's assets located at the Premises or of Landlord's interest in this Lease and possession is not restored to Landlord within thirty (30) days; or (D) if substantially all of Landlord's assets located at the Premises or of Landlord's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Landlord remains a debtor in possession) and such trustee or Landlord transfers Landlord's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Landlord hereunder.

Section 10.03 REMEDIES.

(a) On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, as its sole and exclusive remedies:

(i) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not limited to damages related to interruption of Tenant's business. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) the full amount of any rent which had been earned at the time of the termination and Tenant shall be fully discharged from any additional obligations under this Lease; and (ii) any costs or expenses incurred by Landlord in recovering possession of the Premises; and

(ii) In addition Landlord shall have the right (at Landlord's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which Tenant is in default, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. Landlord shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse Landlord immediately upon demand for any costs and expenses incurred by Landlord in connection with the performance by Landlord of Tenant's obligations under this Lease.

(b) On the occurrence of any default by Landlord, Tenant may, at any time thereafter, with or without notice or demand, as its sole and exclusive remedies:

(i) Terminate this Lease upon written notice to Landlord, in which case Tenant shall pay to the amount of rent due at the time of such termination of the Lease and Tenant shall be fully discharged from any additional obligations under this Lease. In such event, Tenant shall be entitled to recover from Landlord all damages incurred by Tenant by reason of Landlord's default, including, without limitation, the full amount of any Make Good Payments due to Tenant prior to the date of termination; and

(ii) In addition Tenant shall have the right (at Tenant's sole discretion) to perform any obligations hereunder required to be performed by Landlord for which Landlord is in default, including,

without limitation, the performance of maintenance and repair that Landlord is obligated to perform hereunder. Tenant shall have the right upon ten (10) days prior notice to Landlord (except that no notice shall be required in the case of an emergency) to perform such maintenance or repair on behalf of Landlord. Landlord agrees to reimburse Tenant immediately upon demand for any costs and expenses incurred by Tenant in connection with the performance by Tenant of Landlord's obligations under this Lease.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.01 NON-DISCRIMINATION.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 11.02 SEVERABILITY.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 11.03 INTERPRETATION.

The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission.

Section 11.04 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 11.05 NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to Tenant's Address specified in Section 1.01above, except that upon Tenant's taking possession of the Premises, the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.01above. Notices deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. All other notices shall be effective upon delivery or attempted delivery in accordance with this Section 11.05. Either party may change its notice address upon written notice to the other party.

Section 11.06 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any

provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord, and Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 11.07 NO RECORDATION.

Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded; provided that, in such event, Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Premises.

Section 11.08 BINDING EFFECT; CHOICE OF LAW.

This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 11.09 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 11.10 FORCE MAJEURE.

Except as otherwise expressly provided in this Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 11.11 EXECUTION OF LEASE.

This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

Section 11.12 BROKERS AND LEASING AGENTS.

Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or

consummation of this Lease, Tenant shall indemnify, save harmless and defend Landlord from and against such claims if they shall be based upon any statement or representation or agreement made by Tenant, and Landlord shall indemnify, save harmless and defend Tenant if such claims shall be based upon any statement, representation or agreement made by Landlord.

Section 11.13 CONFLICTS OF INTEREST; DISCLOSURE OF PRINCIPALS.

(a) Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of Tenant relating to this Lease. Notwithstanding any other provision of this Amendment, if such interest becomes known, Tenant may immediately terminate this Lease for default or convenience, based on the culpability of the parties.

(b) Landlord is required to make full disclosure to Tenant of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Landlord. Any significant change in the principals, associates, partners, joint venturers, development manager, and directly-involved managerial employees of Landlord is subject to the approval of Tenant which shall not be withheld or delayed in the commercially reasonable opinion of Tenant. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Landlord warrants that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners or members of Landlords well as all persons and entities holding more than 1% interest in Landlord or any principal, partner or member of the same. Throughout the Lease Term, Landlord shall provide written notification of any material change in the above disclosure within 15 days of any such change.

Section 11.14 WAIVER OF JURY TRIAL.

To the extent such waiver is permitted by law, the parties hereto waive trial by jury in any action or proceeding brought in connection with this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease in the State of Nevada as of the Execution Date and have initialed or executed all Riders which are attached to or incorporated by reference in this Lease.

TENANT:

CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada

By: _____

Name: _____

Title: _____

ATTEST:

_____

_____, Title

APPROVED AS TO FORM:

M. Q. ... Esq.

1-9-14

LANDLORD:

208 LAS VEGAS BLVD, LLC, a Nevada limited liability company

By: Downtown Las Vegas Management, LLC
A Nevada limited liability company, its Manager,

By: Resort Gaming Group, LLC, a Nevada limited liability company, its Manager,

By: _____
Andrew B. Donner, Manager

EXHIBIT A
Site Plan

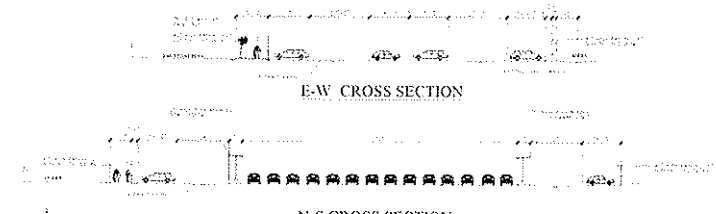
EXHIBIT B
Disclosure of Principals

EXHIBIT C
Hypothetical Calculation of Percentage Rent and Make Good Payment

EXHIBIT "A"

SITE PLAN (attached)

PROPOSED PARKING LOT @
LAS VEGAS BLVD & OGDEN

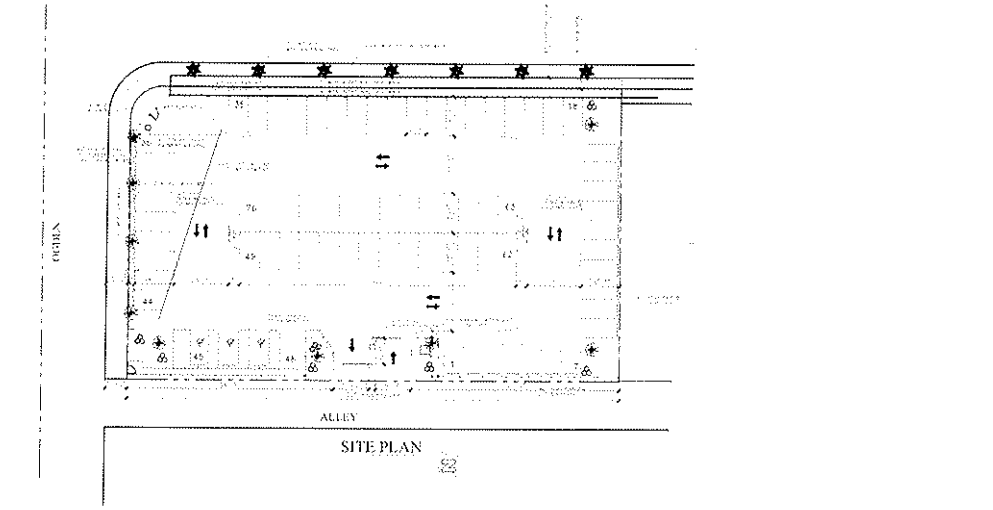


E-W CROSS SECTION

N-S CROSS SECTION

LANDSCAPE MATERIAL LIST				

VICINITY MAP



SITE PLAN

PARKING LOT SCREEN DETAIL.
ALONG OGDEN & LAS VEGAS BLVD.

PROJECT/PROPERTY INFORMATION.

SHEET INDEX

PROPOSED PARKING LOT @
LAS VEGAS BLVD. & OGDEN

MJO CONSTRUCTION LLC

SITE PLAN

EXHIBIT "B"

PRINCIPAL DISCLOSURES (attached)

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name 208 Las Vegas Blvd., LLC
Address PO Box 1570
Las Vegas NV 89125
Telephone 702-953-4320
EIN or DUNS 45-5046544

Block 2 Description
City of Las Vegas Lease agreement for 208 Las Vegas Blvd., Las Vegas NV 89101

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.	Anthony Hsieh Sole member.	3540 W. Sahara LV NV 89102	702 943-7810
2.	DTP RC LLC, manager	3540 W. Sahara LV NV 89102	702 943-7810
3.	Downtown Las Vegas management, LLC manager	261 N. Las Vegas Blvd, LV NV 89101	702 953-4320
4.	Resort Gaming Group, LLC manager	261 N. Las Vegas Blvd. LV NV 89101	702 953-4320
5.	Andrew B. Donner, Mgr.	261 N. Las Vegas Blvd. LV NV 89101	702 953 4320
6.			
7.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:
_____

Date of Attached Document: _____ Number of Pages: _____

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

Name _____

1-8-14
Date

Subscribed and sworn to before me this 8 day of January, 2014

_____
Notary Public

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

EXHIBIT "C"

HYPOTHETICAL SCHEDULE OF PERCENTAGE RENT AND MAKE GOOD PAYMENTS (attached)

LVB & Ogden Lot

Rent Reconciliation

	January	Feburary	March	April	May	June	July	August	September	October	November	December	Annual Total	Reconciliation
Revenue Summary														
Meter	$ 2,450	$ 2,940	$ 750	$ 750	$ 500	$ 2,900	$ 2,900	$ 4,350	$ -	$ -	$ 2,430	$ 2,920	$ 22,890	$ 22,890.00
Event	$ -	$ -	$ -	$ -	$ -	$ 2,000	$ 2,000	$ 3,000	$ -	$ -	$ 1,000	$ 1,000	$ 9,000	$ 9,000.00
Citation	$ 2,400	$ 2,880	$ 500	$ 500	$ 500	$ 4,800	$ 4,800	$ 4,800	$ -	$ -	$ 3,840	$ 3,360	$ 28,380	$ 28,380.00
Monthly	$ 3,600	$ 3,600	$ 750	$ 250	$ 500	$ 2,880	$ 2,880	$ 2,520	$ -	$ -	$ 2,520	$ 2,520	$ 22,020	$ 22,020.00
Total Revenues	$ 8,450	$ 9,420	$ 2,000	$ 1,500	$ 1,500	$ 12,580	$ 12,580	$ 14,670	$ -	$ -	$ 9,790	$ 9,800	$ 82,290	$ 82,290.00
Rent Summary														
Beginning Monthly Threshold	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 25,000.00
Complete Closures	3	2	0	1	5	0	0	0	30	31	2	1	75	75
Adjustment Amount	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49	$ 68.49
Adjustments	$ 205.47	$ 136.98	$ -	$ 68.49	$ 342.45	$ -	$ -	$ -	$ 2,083.33	$ 2,083.33	$ 136.98	$ 68.49	$ 5,125.52	$ 5,125.52
Monthly Threshold Less Adjustment(s)	$ 1,877.86	$ 1,946.35	$ 2,083.33	$ 2,014.84	$ 1,740.88	$ 2,083.33	$ 2,083.33	$ 2,083.33	$ 0.00	$ 0.00	$ 1,946.35	$ 2,014.84	$ 19,874.48	$ 19,874.48
Revenue Less Monthly Threshold	$ 6,572.14	$ 7,473.65	$ (83.33)	$ (514.84)	$ (240.88)	$ 10,496.67	$ 10,496.67	$ 12,586.67	$ (0.00)	$ (0.00)	$ 7,843.65	$ 7,785.16	$ 62,415.52	$ 62,415.52
Percentage Rent Due to Landlord	$ 5,586.32	$ 6,352.60	$ -	$ -	$ -	$ 8,922.17	$ 8,922.17	$ 10,698.67	$ (0.00)	$ (0.00)	$ 6,667.10	$ 6,617.38	$ 53,766.39	$ 53,053.19
Make Good Payment Due to Tenant	$ -	$ -	$ -	$ -	$ 839.06	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 839.06	

Annual Reconciliation		
	Actual	Reconciled
Adjusted Revenue Threshold	$ 19,874.48	$ 19,874.48
Revenues Less Threshold	$ 62,415.52	$ 62,415.52
Rent Paid to Landlord	$ 53,766.39	$ 53,053.19
Over(Underpaid) Rent		$ (713.20)
Make Good Payments		$ 839.06
Total due to (from) LL		$ 125.86

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve Exhibit I, Declaration of Special Land Use Restrictions and Infrastructure and Environmental Agreement, to the Project Manager Disposition and Joint Development Agreement between Newland Real Estate Group, LLC, City of Las Vegas, City Parkway V, Inc., City Parkway IV A, Inc., and Office District Parking I, Inc., for parcels located in Symphony Park at the intersection of Grand Central Parkway and Bonneville Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
From 2005 to 2013 Newland Real Estate Group acted as our project manager on Symphony Park. They filled a second role as the exclusive residential developer in Symphony Park. Exhibit I was left unfinished until the Master Planning for Symphony Park was completed. The Declaration of Special Land Use Restrictions and Infrastructure and Environmental Agreement addresses Newland's development obligations and the City Parties infrastructure improvement and environmental obligations with respect to the residential blocks Newland has under agreement. The document will be executed and recorded in connection with the closing of each block Newland purchases.

RECOMMENDATION:
Approve

BACKUP DOCUMENTATION:
1. Exhibit I, Declaration of Special Land Use Restrictions and Infrastructure and Environmental Agreement
2. Certificate Disclosure of Ownership/Principals

EXHIBIT I

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: _____

APN NO: _____

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND INFRASTRUCTURE AND ENVIRONMENTAL AGREEMENT

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND INFRASTRUCTURE AND ENVIRONMENTAL AGREEMENT ("*Declaration*") is made as of _____, 200__, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation [*or insert such other City affiliated entity which is an owner of the subject property when the SLURs are executed*] ("*Owner*"), the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("City") and [*Newland Real Estate Group, LLC., a Delaware limited liability company or its Authorized Assignee*] ("*Developer*"). Owner and City are referred to collectively as the "City Parties" or individually as a "City Party" herein. The City Parties and Developer are referred to collectively as the "Parties" or individually as a "Party" herein.

WITNESSETH:

A. WHEREAS, pursuant to that certain Project Manager Disposition and Joint Development Agreement dated as of November 7, 2007 (the "DDA"), Developer is acquiring from Owner the Block, which is more particularly described in Exhibit "A" attached hereto;

B. WHEREAS, the Block is part of Symphony Park, which is more particularly described in Exhibit "B" attached hereto;

C. WHEREAS, in connection with such acquisition, Developer has represented to City Parties that it is acquiring the Block to develop the Project as set forth in the Scope of Development and in accordance with the Restrictions set forth herein;

D. WHEREAS, City Parties are conveying the Block to Developer in consideration of and on the basis of Developer's continuing compliance with the Restrictions;

E. WHEREAS, but for such representations by Developer, and Developer's unique skills, expertise and suitability in development of the Block and construction and operation of the Specific Facilities described below, City Parties would not have conveyed the Block to Developer; instead, City Parties would have sold the Block to another party or would have retained the Block itself for development in a manner consistent with its long-range planning program and thereby retained the benefits of ownership, including future appreciation of the Block;

F. WHEREAS, as part of the sale of the Block to Developer and Developer's agreement in this Declaration to construct the Specific Facilities, City Parties have agreed to cause to be constructed the Infrastructure Improvements described in Exhibit "C" attached hereto and to perform the City Parties Environmental obligations as set forth in the DDA (including the Project Environmental Management attached as Exhibit G to the DDA); and

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. Among the distinguishing characteristics of Symphony Park are the clear delineation of use areas throughout Symphony Park, together with the strict exercise of architectural and occupancy controls over individual construction projects, so as to ensure the harmonious growth and development of Symphony Park and the maximization of the value of City Parties' remaining landholdings and Symphony Park as a whole. In addition to those general concerns, it is vitally important to City Parties that development be on those parcels of property (including the Block) that City Parties from time to time elects to sell to third parties be consistent with the Master Plan. Should the development conditions imposed by City Parties be materially violated, Symphony Park and its planned development could be negatively impacted. This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

1.2 Certain Definitions. Capitalized terms used herein have the meanings set forth in Article 2 of the DDA, except as otherwise defined in this Section 1.2.

"*Construction Start Date*" means the date excavation for the foundation of the Specific Facilities on the Block begins.

"*Common Interest Act*" means Chapter 116 of the Nevada Revised Statutes.

"*Completion of Construction*" as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"*Commercial Unit*" means any legal parcel within the Specific Facilities that is designated for commercial or retail uses in compliance with the Requirements, and for which Completion of Construction has occurred.

"*Convey or Conveyance*" means any manner by which Developer transfers any estate in the Block or any portion thereof (other than leases, sales or contracts for sale of any Units by Developer in the ordinary course of business), and includes, without limitation, any sale, lease, conveyance, transfer, exchange, or other disposition of the Block or any portion thereof, whether by agreement for sale or in any other manner.

"*City Indemnified Party or Parties*" means, collectively, City Parties, Newland (in its capacity as Project Manager), the Declarant, the Founder and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

"*DDA*" has the meaning set forth in Recital A above.

"*Declarant*" means the Person that is the declarant under the Symphony Park Documents.

"*Designee*" means an Affiliate of a Recognized Mortgagee that is the designee or nominee of such Recognized Mortgagee.

"*Developer*" means Newland Real Estate Group, LLC., a Delaware limited liability company or its Authorized Assignee, and each and every successor and permitted assign, but only during their respective ownership of the Block or any portion thereof; provided, however, that in no event shall any Unit Owners and Lessees be deemed to be a Developer.

"*Foreclosure Transfer*" means a transfer of Developer's rights under this Declaration occurring as a result of foreclosure of a Recognized Mortgage or pursuant to judicial proceedings pertaining to a Recognized Mortgage or by assignment-in-lieu or other consensual Conveyance, or otherwise: (a) by or on behalf of Developer to a Recognized Mortgagee (or Designee or Foreclosure Transferee); or (b) by or on behalf of Developer or a Recognized Mortgagee (or its Designee or Foreclosure Transferee) to an assignee of Developer's rights under this Declaration at a foreclosure sale pursuant to a collateral assignment of Developer's rights under this Declaration by a Recognized Mortgagee (or its Designee or its Foreclosure Transferee) after consummating a Foreclosure Transfer as described in clause (a) above.

"*Foreclosure Transferee*" means the purchaser, transferee or other assignee in a Foreclosure Transfer of Developer's rights under this Declaration.

"*Founder*" means the Person who is the Founder under the Symphony Park Documents.

"*Infrastructure Improvements*" means those infrastructure improvements and detailed specifications set forth and described on Exhibit "C" attached hereto.

"*Newland*" means Newland Communities, LLC.

"*Non-complying Structures*" means structures upon the Block that violate applicable Requirements or any conditions, covenants, or restrictions recorded upon the Block.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Project*" means the Block and the Specific Facilities.

"*Recognized Mortgage*" means an interim or permanent loan or loans made in good faith and for value by a third party institutional lender and used only for the planning, predevelopment, acquisition, construction and/or related activities of Specific Facilities on the Block or refinancing of such a loan; provided that prior to Completion of Construction (a) the principal amount of any such loan does not, in combination with other encumbrances then placed on the Block and/or Specific Facilities, exceed at the time of making such loan one hundred percent (100%) of the fair market value of the Block and any improvements to be constructed upon the Block, inclusive of these Restrictions; and (b) City Parties have been provided (i) a true and complete copy of the mortgage or deed of trust and note secured thereby, which Developer will execute to obtain the financing, and all other instruments evidencing or securing the indebtedness evidenced by said note; (ii) a copy of the loan agreement or other agreement pertaining to the disbursement of funds that Developer will execute to obtain the financing; and (iii) a copy of a Request for Notice of Default pursuant to NRS 107.090 prepared for execution and acknowledgment by City Parties which, when recorded at the expense of Developer, will entitle City Parties to the notices prescribed by NRS 107.090.

"*Recognized Mortgagee*" means the lender pursuant to a Recognized Mortgage.

"*Requirement*" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all governmental authorities having jurisdiction over Developer or other Persons, or Symphony Park, or any street, road, avenue or sidewalk comprising a part of, or lying in front of, Symphony Park, or any vault in, or under Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for Symphony Park or the Infrastructure Improvements, as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried by Developer under this Declaration; and (iv) any and all terms, conditions

or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record affecting the Block or the Specific Facilities.

"*Residential Unit*" means any legal parcel within the Specific Facilities that is designated for residential use in compliance with the Requirements (including a condominium unit as defined in Chapter 117 of the Nevada Revised Statutes), and for which Completion of Construction has occurred.

"*Restrictions*" means the covenants, conditions, rights, restrictions and limitations more particularly set forth in Article 2 of this Declaration.

"*Specific Facilities*" means the buildings, infrastructure improvements, site improvements and other facilities specified in the Scope of Development together with all modifications thereto agreed to by the Parties.

"*Symphony Park Documents*" means (a) the Charter for Symphony Park and any supplements thereto; (b) the Articles of Incorporation of the Symphony Park Owners Association,; (c) the by-laws of the Symphony Park Owners Association; (d) the Design Guidelines of the Symphony Park Owners Association; (e) the rules and regulations of the Symphony Park Owners Association adopted from time to time; and (f) the Declaration of Shared Parking Covenants, Conditions and Restrictions for Symphony Park.

"*Unit(s)*" means a Residential Unit or a Commercial Unit.

"*Unit Owners and Lessees*" means the owner or lessee, as the case may be, of a Residential Unit or a Commercial Unit.

"*UPDRC*" means the design review committee created and operating pursuant to the Symphony Park Documents.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within sixty (60) years after the recordation of this Declaration shall at City Parties' option constitute a default hereunder and a breach of the Restrictions, which shall entitle City Parties to exercise any of the rights and remedies set forth in Article 3 below. The Restrictions shall not apply to the Units or the Unit Owners and Lessees.

(a) Block Development. The Block shall be developed and improved as provided in Article 6 of the DDA. In furtherance of such understanding, Developer and each future owner who acquires all or any portion of the Block for development purposes shall comply with Article 6 of the DDA, as applicable to the development of the Block or any portion thereof.

(b) Use. Except as provided in the DDA, Developer shall not construct, or attempt to construct any building or structure other than the Specific Facilities on the Block, unless expressly approved by City Parties.

(c) Zoning. Except as provided in the DDA, Developer shall not use or develop or attempt to use or develop the Block or any portion thereof for any purpose other than the Scope of Development. Except as provided in the DDA, Developer shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Block or any portion thereof not expressly allowed under such existing zoning, unless expressly approved by City Parties. Notwithstanding the foregoing, City Parties shall cooperate, at no cost to City Parties, with Developer's efforts to obtain any special use permits desired by Developer in order to construct the Specific Facilities.

(d) Unapproved Project. Except as provided in the DDA, Developer shall not construct any structure or improvements on the Block not in compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Block, unless expressly approved by City Parties.

(e) Waste or Nuisance. Developer shall not commit any waste upon the Block and shall not conduct its business in a manner constituting a nuisance.

(f) Conveyance. Developer and City Parties agree that:

(i) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) Except as permitted by the DDA, Developer shall not Convey all or any part of its interest in the Block without the prior written approval of City Parties, until the Specific Facilities have been completed, as evidenced by a temporary certificate of occupancy, on such portion of the Block. Developer may Convey all or any part of its interest in the Block or Developer without obtaining City Parties' prior written approval as provided in the DDA. This restriction on Conveyances does not apply to the Units or to transactions with Recognized Mortgagees.

(iii) City Parties shall have thirty (30) days after Developer gives written notice to City Parties of a proposed Conveyance to any other person, entity, investor, builder or developer other than as provided in this Section 2.1(f) to review and approve such Conveyance, which review and approval shall not be unreasonably withheld, delayed or conditioned. Failure of City Parties to disapprove any proposed Conveyance in writing within such thirty (30) day time period shall constitute approval thereof by City Parties unless approval of the City Council is required in which case City Parties shall notify Developer of such requirement in writing within such thirty (30) day time period and the time for such approval will

be extended as reasonably necessary in order to comply with the required and customary procedures for obtaining approval of the City Council.

(g) Condominiums; Disclaimers.

(i) Developer acknowledges that the Symphony Park Documents provide that Symphony Park is subject to the Common Interest Act. Developer agrees that it shall comply in all respects with the Common Interest Act in the marketing and sale of any condominium Units in the Project.

(ii) Developer also agrees that all public offering statements delivered by Developer in connection with the marketing and sale of Units, any and all Developer contracts for sales or leases of Units, and all governing documents of any condominium associations created in connection with the Project by Developer shall (A) contain a statement disclaiming any responsibility on the part of the City Indemnified Parties for the design, construction or maintenance of the Project or any portion or element of the Project and (B) provide a waiver of any claims or causes of action against the City Indemnified Parties in connection with the design, construction or maintenance of the Project or any portion or element of the Project. Such disclaimer and waiver shall be in form and content approved in advance by City Parties which approval shall not be unreasonably withheld, delayed or conditioned.

(h) Indemnity.

(i) The City Indemnified Parties shall not be liable to Developer for, and Developer shall indemnify, defend and hold the City Indemnified Parties from and against, any loss, cost, liability, claim, cause of action damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from or related in anyway to : (A) any injury (whether physical, economic or otherwise) to Developer or to any other Person in, about or concerning the construction and the ongoing ownership and operation of the completed Project; (B) any damage to, or loss (by theft or otherwise) of, any of Developer's property or of the property of any other Person in, about or concerning the Project, or the use or occupancy thereof, irrespective of the cause of injury, damage or loss (including, without limitation, the acts or negligence of any tenant or occupant of the Project or of any owners or occupants of adjacent or neighboring property or caused by any construction or by operations in construction of any private, public or public work) or any latent or patent defects in the Project; (C) any act, omission or negligence of Developer or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of Developer or its Affiliates; (D) the development, construction, ownership and operation of the Project, including, without limitation, the marketing and sale of Units or any claims related to the quality or fitness of the construction of the Project or any elements of the Project, or (E) the failure of Developer to comply with the terms and conditions of this Agreement; except to the extent any of the matters described in clauses (A) or (B) is due to the gross negligence or willful misconduct of any City Indemnified Party or City Parties failure to perform their obligations under this Declaration or the DDA. The City Indemnified Parties shall not be liable, to the extent of Developer's insurance

coverage (if available to cover the loss and in any case exclusive of deductibles), for any loss or damage to any Person or property. Without limiting the generality of the foregoing, except to the extent caused by the gross negligence or willful misconduct of any of the City Indemnified Parties, the City Indemnified Parties shall not be liable for (I) any failure of water supply, gas or electric current; (II) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of God, act of war, enemy action, flood, wind or similar or disturbances, flooding, rain or ice; or (III) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

(ii) Developer shall notify City Parties within thirty (30) days of any occurrence at the Project of which Developer has notice and which Developer believes could give rise to a claim against the City Indemnified Parties of $500,000 or more, whether or not any claim has been made, complaint filed or suit commenced.

(iii) The obligations of Developer under this Section 2.1(h) shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Project; *provided, however*, that if City Parties actually receives any proceeds of Developer's insurance with respect to an obligation of Developer under this Article, the amount thereof shall be credited against, and applied to reduce, any amounts paid and/or payable hereunder by Developer with respect to such obligation.

(iv) If any claim, action or proceeding is made or brought against any City Indemnified Party which is or may be subject to indemnification by Developer hereunder, then, upon demand by City Parties or such City Indemnified Party, Developer shall either resist, defend or satisfy such claim, action or proceeding in such City Indemnified Party's name, by the attorneys for, or approved by, Developer's insurance carrier (if such claim, action or proceeding is covered by insurance) or such other attorneys as City Parties shall reasonably approve. The foregoing notwithstanding, such City Indemnified Party may, at its own expense, engage its own attorneys to defend such City Indemnified Party, or to assist such City Indemnified Party in such City Indemnified Party's defense of such claim, action or proceeding, as the case may be.

(v) Following the occurrence of Section 2.1(h)(iv) above, each City Indemnified Party shall promptly notify Developer of the imposition of or incurrence by such City Indemnified Party of any cost or expense as to which Developer has agreed to indemnify such City Indemnified Party pursuant to the provisions of this Section 2.1(h). Developer agrees to pay such City Indemnified Party all amounts due under this Section 2.1(h) within sixty (60) days after receipt of the notice from such City Indemnified Party.

(i) Insurance. Prior to the Construction Start Date on the Block, Developer shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (i) comprehensive general public liability insurance and/or

excess umbrella policy with a single per occurrence limit of not less than Five Million Dollars ($5,000,000) with respect to the Block and the operations of Developer in, on or about the Block; (ii) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Block; and (iii) a standard "all risk" Builder's Risk Policy. All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which City Parties may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Developer's performance of the work on the Block or which may arise in connection with the activities of Developer, any contractor or subcontractor of Developer, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Developer shall furnish City Parties with certificates of all insurance policies required under this Section 2.1(i) before commencing any work on the Block. Each policy shall provide that it may not be canceled or reduced in coverage until thirty (30) days after written notice shall have been given to City Parties of such cancellation or reduction in coverage. All insurance required hereunder (except worker's compensation) shall name City Parties and the City Indemnified Parties as additional insureds. [*check with Newland insurance advisor*]

2.2 Specific Facilities Requirements. Subject to the DDA, Developer agrees to develop the Block with those Specific Facilities buildings and other improvements specified in the Scope of Development and in accordance with the Schedule of Performance. Except as provided in the DDA, the violation of any of the following requirements within the time period set forth in the Schedule of Performance shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle City Parties to exercise any of the rights and remedies set forth below. City Parties acknowledge that Developer has prepared and submitted the following [describe documents and/or plans] to [City Parties and UPDRC] and said [describe documents and/or plans] have been approved by [City Parties and UPDRC] as applicable. [*this sentence to be completed or deleted as applicable when SLURs are executed*]

(a) Commencement. Subject to the DDA, Developer shall design and cause the Construction Start Date of the Specific Facilities to occur substantially in conformance with their respective timelines as set forth in the Schedule of Performance.

(b) Completion. Subject to the DDA, Developer shall Complete Construction of the Specific Facilities pursuant to their respective timelines set forth in the Schedule of Performance and in material compliance with all Requirements. Timelines set forth in the Schedule of Performance shall be extended as provided in the DDA.

(c) Uses. Subject to the DDA, Developer shall cause the Block to be developed only with the Specific Facilities, and no portion of the Block or improvements thereon or any portion thereof shall be developed, used, operated or maintained except as provided in the DDA, unless expressly approved by City Parties.

2.3 Rights of Recognized Mortgagee.

(a) Notice and Right to Cure Developer's Defaults. City Parties shall give to each Recognized Mortgagee: (i) a copy of any default notice given Developer simultaneously with its being given to Developer; and (ii) a copy of any notice given to Developer pursuant to which City Parties exercises its rights under this Declaration simultaneously with its being given to Developer. Time being of the essence, each such Recognized Mortgagee shall have the right to cure or cause to be cured any default that is susceptible to cure within ninety (90) days after City Parties delivers a default notice to such Recognized Mortgagee or, if the default is of such a nature that it cannot reasonably be remedied within ninety (90) days (but otherwise susceptible to cure), within one hundred eighty (180) days if within ninety (90) days after the giving of the default notice, Recognized Mortgagee has instituted all steps necessary to remedy such default, and diligently prosecutes the same to completion. Notwithstanding any provision to the contrary herein, a Recognized Mortgagee shall have no right to cure any default that is not susceptible to cure. City Parties shall accept performance by Recognized Mortgagee of any covenant, condition or agreement on Developer's part to be performed hereunder with the force and effect as though performed by Developer. Notwithstanding anything contained herein to the contrary, City Parties shall not exercise its rights under this Declaration during the time that a Recognized Mortgagee is pursuing to completion its remedies under its Recognized Mortgage, if Recognized Mortgagee: (A) is proceeding promptly and with due diligence to complete its remedies under the Recognized Mortgage and prosecutes and completes the same promptly and with due diligence; and (B) promptly pays to City Parties any and all amounts due under this Declaration and any and all other amounts and charges required to be paid by Developer hereunder that have previously accrued and that become due and payable during said period of time.

(b) Foreclosure Transfer. If a Foreclosure Transfer occurs, then any and all defaults not susceptible of being cured by the Recognized Mortgagee shall be deemed waived as to the Recognized Mortgagee, any Foreclosure Transferee and their respective successors and assigns. Notwithstanding anything contained in this Declaration to the contrary, a Foreclosure Transfer shall not require the consent of City Parties or constitute a breach of any provision of or a default under this Declaration. Upon any such Foreclosure Transfer, City Parties shall recognize the Foreclosure Transferee as Developer hereunder, if, and only if, such Foreclosure Transferee assumes any and all obligations of Developer under this Declaration as evidenced by an assumption agreement in a form and substance reasonably satisfactory to City Parties. City Parties agrees that its recourse under such assumption agreement against a Recognized Mortgagee (and/or its Designee) which becomes a Foreclosure Transferee shall be limited to the interest(s) of such Recognized Mortgagee (and/or its Designee) in and to the Block and improvements thereon. Notwithstanding the foregoing provisions relating to a Foreclosure Transfer, any subsequent Conveyance by a Foreclosure Transferee shall be subject to the restrictions on Conveyance set forth herein. Notwithstanding anything contained in this Declaration to the contrary, no Recognized Mortgagee or other Foreclosure Transferee shall be liable under this Declaration unless and until such time as it becomes Developer hereunder, and then only for so long as it remains Developer hereunder.

(c) Rights of City Parties. Notwithstanding any other provision of this Declaration, City Parties' interest in or rights under this Declaration, as the same may be modified, amended or renewed in accordance with the provisions of this Declaration, shall not be encumbered by or subordinated in any way to (i) any mortgage now or hereafter existing; or (ii) any lease, sublease or any mortgages, liens or encumbrances now or hereafter placed on any interest of any subtenant. Developer shall in no event have any right or authority to create liens or encumbrances on or affecting any interest in or rights of City Parties in this Declaration.

3. ENFORCEMENT OF RESTRICTIONS

3.1 General Purpose and Constructive Notice. Except as otherwise provided herein, the Restrictions shall run and pass with, and be binding upon, each and every portion of the Block until released as provided herein and shall be binding upon Developer, its successors and assigns (except for Unit Owners and Lessees), and shall benefit the other land owned by City Parties and comprising Symphony Park and be enforceable solely by City Parties notwithstanding any transfers of Symphony Park or any portion thereof by City Parties. Except as otherwise provided herein, the Restrictions shall remain in full force and effect for the period of time specified in Section 2.1 above, notwithstanding City Parties' exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

3.2 Right of Access. Until the termination of the Restrictions, City Parties or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Block, or any portion thereof or improvements thereon, to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor. Such representatives of City Parties shall be those who are so identified in writing by City Parties and who shall, except in an actual emergency, give prior notice of such Block visits. City Parties shall indemnify Developer and hold it harmless from any damage caused or liability arising out of this right to access.

3.3 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions which has not been cured within the period set forth below, City Parties at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which City Parties may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated, such cure period shall commence when written notice is given to Developer of a violation hereunder and shall end (i) ten (10) days thereafter in the case of a monetary default; or (ii) thirty (30) days thereafter in the case of a non-monetary default; *provided* that Developer shall be granted such additional period reasonably necessary to cure such default if the cure of such default is not capable of being cured within such thirty (30) day period and Developer commences the process to cure the non-monetary default within such thirty (30) days. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive.

(a) Damages. City Parties may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.

(b) Equity. It is recognized that a particular or ongoing violation by Developer of one or more of the foregoing Restrictions may cause City Parties to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on Symphony Park or portions thereof), and that City Parties shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not City Parties exercises any other remedy set forth herein.

4. INFRASTRUCTURE IMPROVEMENTS

4.1 Infrastructure Improvements. City Parties agree to use commercially reasonable efforts to cause the Infrastructure Improvements to be constructed in accordance with the Schedule of Infrastructure Improvements. Developer has reviewed the Infrastruture Improvements and the Schedule of Infrastructure Improvements and acknowledges that the Infrastructure Improvements and timing for the completion of the Infrastructure Improvements are sufficient to serve the Project. City Parties agree that construction of the Infrastructure Improvements shall be at City Parties' sole cost and expense and that, except as provided in the DDA, Developer shall not be responsible for the cost of any of the Infrastructure Improvements. Developer acknowledges that certain other improvements servicing the Block will be completed as part of the Developer's construction of the Project at Developer's cost and expense, including, without limitation, utility lateral connections.

4.2 Contract Modifications. Developer acknowledges that City Parties shall have the right, in City Parties' reasonable discretion, to agree to any change orders related to the construction of the Infrastructure Improvements which City Parties deem to be in the best interest of the construction of the Infrastructure Improvements; provided, however, that such change orders do not materially adversely affect Developer's Project.

4.3 City Parties Responsibility. Developer agrees that City Parties' sole obligation hereunder is to use commercially reasonable efforts to manage and enforce the construction contracts for the Infrastructure Improvements. Developer agrees that City Parties does not guaranty the performance of the contractors under infrastructure contracts and does not guaranty that the Infrastructure Improvements will be completed on the various timelines set forth in the Schedule of Performance. Developer agrees that neither City Parties nor any City Parties Indemnified Parties shall be responsible for (and Developer hereby waives any claims for) any loss (including, without limitation, lost or deferred income, interest on loans or time value of money), cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred by Developer or its Affiliates in connection with or arising from the Infrastructure Improvements not being completed on the timelines set forth in the Infrastructure Improvements Schedule. Notwithstanding any provision

of these SLURs, the Parties acknowledge that the provisions of these SLURs do not modify City Parties' obligations in connection with the Infrastructure Improvements and Owner's rights under the DDA in connection with the Infrastructure Improvements.

5. PROJECT ENVIRONMENTAL MANAGEMENT.

City Parties agree that they shall perform the City Parties Environmental Obligations as set forth in the DDA.

6. MISCELLANEOUS PROVISIONS

6.1 Assignment by City Parties. Any and all of the rights, powers, duties and reservations of City Parties herein contained may be assigned to the City or any public entity under the control of the City which will assume the duties of City Parties pertaining to the particular rights, powers and reservations assigned, and upon any such person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by City Parties herein.

6.2 Application of Restrictions. Notwithstanding anything herein contained to the contrary, if City Parties reacquires title to the Block or any portion thereof at any time after the date hereof, the Restrictions shall automatically cease and terminate and be of no further force or effect as to City Parties and such property, effective as of the date of such reacquisition by City Parties.

6.3 Other Restrictions. This Declaration is not the exclusive source of restrictions on the use of the Block, and nothing herein contained shall prejudice or diminish in any way City Parties' rights under any other documents of record from time to time affecting all or any portion of the Block.

6.4 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

6.5 Successors and Assigns. This Declaration shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

6.6 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to City Parties: City Parkway V, Inc.
c/o Office of Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: William Arent, Director

And: City Attorney's Office
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 386-1749
Email: tponticello@lasvegasnevada.gov
Attn: Teresita L. Ponticello, Esq.

If to Developer: Newland Real Estate Group, LLC
9820 Towne Centre Drive, Suite 100
San Diego, California 92121
Phone: (858) 875-8219
Fax: (858) 455-5368
Email: rbrandin@newlandco.com
Attn: Rita Brandin, Senior Vice President
Development Director

6.7 Subsequent City Parties Approvals. Any approvals of City Parties required or permitted by the terms of this Declaration are authorized to be given by the City Manager on behalf of the City and by the President of CPV on behalf of CPV, or by such other person that City Parties designate in writing to Developer, unless approval of the Las Vegas City Council is required.

6.8 Entire Agreement. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration (together with the DDA where applicable) constitutes the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement 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; provided, however, that the provisions of this Declaration and the DDA shall be construed in a manner that harmonizes any perceived conflicts where possible but that gives priority to the provisions of the DDA where applicable. For the avoidance of doubt, in the event of any conflict between the provisions of this Declaration and the DDA, the DDA shall control.

6.9 Waivers. All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of City Parties 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. No waiver by City Parties of a breach of any of the Restrictions by Developer and no delay or failure to enforce any of the Restrictions shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of the Restrictions. No waiver of any breach or default of Developer hereunder shall be implied from any omission by City Parties to take any action on account of such breach or default if such breach or default persists or is repeated, and no express waiver shall affect a breach or default other than as specified in said waiver. The consent or approval by City Parties to or of any act by Developer requiring City Parties' consent or approval shall not be deemed to waive or render unnecessary City Parties' consent or approval to or of any subsequent similar acts by Developer.

6.10 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Recorder's Office of a proper instrument duly executed and acknowledged by City Parties and Developer to that effect.

6.11 Severability. Whenever possible, each provision of this Declaration 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 Declaration and the remaining provisions shall remain in full force and effect.

6.12 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

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

6.14 Counterparts. Each counterpart of this Declaration shall be deemed to be an original and all of which together shall be deemed to be one and the same Declaration.

6.15 No Third Party Beneficiaries. Nothing in this Declaration shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Declaration.

6.16 Days. All references to "*days*" in this Declaration are to consecutive calendar days unless business days are specified.

6.17 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

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

CITY PARTIES:

CITY PARKWAY V, INC.,
a Nevada nonprofit corporation

By: _____
Name: _____
President

Approved as to form:

D. Pankratz 1/9/14
Date

DEVELOPER:

_____

_____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 200__, by _____ as _____ of _____.

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 200__, by _____ as _____ of _____.

_____
Notary Public

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE BLOCK
EXHIBIT "B"	LEGAL DESCRIPTION OF SYMPHONY PARK
EXHIBIT "C"	INFRASTRUCTURE IMPROVEMENTS

EXHIBIT "A"

LEGAL DESCRIPTION OF THE BLOCK

[Insert legal description]

EXHIBIT "B"

LEGAL DESCRIPTION OF SYMPHONY PARK

[Insert legal description]

EXHIBIT "C"

INFRASTRUCTURE IMPROVEMENTS

See attached.

CERTIFICATE –
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
	Subject Matter of Contract/Agreement
Name: Newland Real Estate Group, LLC f/k/a Newland Communities, LLC	**Form of DSLUR - DDA**
Address: 9820 Towne Centre Drive, Suite 100, San Diego, CA 92121	
Telephone: 858-455-7503	
EIN or DUNS: 33 - 0824465	**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.	**Sole Member** American Newland Communities, LP A Delaware Limited Partnership	9820 Towne Centre Drive Suite 100 San Diego, CA 92121	858-455-7503
2.	**General Partner of American Newland** Communities, LP: Newland Associates, Inc. A California Corporation	9820 Towne Centre Drive Suite 100 San Diego, CA 92121	858-455-7503
3.	**Limited Partner of American Newland Communities, LP:** Newland Capital Advisors, LLC, a California limited liability company	9820 Towne Centre Drive Suite 100 San Diego, CA 92121	858-455-7503
4.	**Limited Partner of American Newland Communities, LP:** Hunt Newland, L.P. A Delaware limited partnership	9820 Towne Centre Drive Suite 100 San Diego, CA 92121	858-455-7503

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: 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.

Rita J. Brandon
Name

1/8/14
Date

Subscribed and sworn to before me this _____ day of

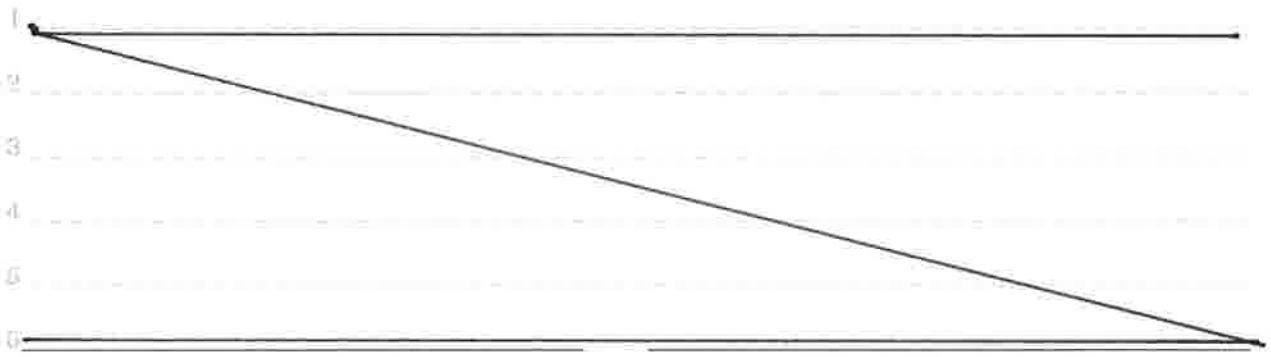
_____, 2014

_____
Notary Public

See Attached Jurat

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1 | Signature of Document Signer No. 2 (if any)

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this

8th (Date) day of January (Month), 2014 (Year), by

(1) Rita G. Brandon (Name of Signer),

proved to me on the basis of satisfactory evidence be the person who appeared before me (.) ☒

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

CHRISTINE DAYFIELD
Commission # 1938145
Notary Public - California
San Diego County
My Comm. Expires May 24, 2015

Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5910 Reorder: Call Toll-Free 1-800-876-6827

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to ratify the execution of Modification No. 2 to Contract No. 040396-TB, Amended and Restated Municipal Court Software Development, Licensing and Royalty Fee Contract - Department of Municipal Court - Award recommended to: NEVSYS, INC. ($139,000 - General Fund)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This modification allows the City to provide its own support and maintenance of the Case Management System for Municipal Court. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(a), Items which may only be contracts from a sole source. NevSys, Inc. is located in Las Vegas, Nevada.

PCC: R. Holder
POC: Javed Buttar - (702) 304-0550

RECOMMENDATION:
That City Council ratify the execution of Modification No. 2 to Contract No. 040396-TB, Amended and Restated Municipal Court Software Development, Licensing and Royalty Fee Contract to NevSys, Inc. in the amount of $139,000.

BACKUP DOCUMENTATION:
Modification No. 2 to Contract No. 040369-TB

CONTRACT MODIFICATION NO 2 TO AMENDED AND RESTATED MUNICIPAL COURT SOFTWARE DEVELOPMENT, LICENSING AND ROYALTY FEE CONTRACT

THIS CONTRACT MODIFICATION NO. 2 TO AMENDED AND RESTATED MUNICIPAL COURT SOFTWARE DEVELOPMENT, LICENSING AND ROYALTY FEE CONTRACT (this "Modification") is made this 17th day of December, 2013, by and between the City of Las Vegas (the "City"), municipal corporation within the State of Nevada, with offices located at 495 South Main Street, Las Vegas, Nevada, and Nevsys, Inc. (the "Company"), a Nevada corporation, with offices at 9405 Queen Charlotte Drive, Las Vegas, Nevada 89145.

RECITALS

WHEREAS, the City and the Company entered into that certain Contract for Municipal Court Reengineering Information Technology Services dated August 14, 2003 (the "ASED Contract"), which provided for the development of the ASED module more fully described therein (the "ASED Module"); and

WHEREAS, subsequent to the execution of the ASED Contract, the City and the Company entered into that certain Municipal Court System Development, Licensing and Royalty Fee Contract dated December 1, 2004, and amendments thereto dated November 7, 2006, February 8, 2007, September 13, 2007, December 10, 2007, July 21, 2008 and December 1, 2008 (collectively the "CMS Contract"), which provided for the comprehensive development, implementation and licensing of the Licensed Property (defined in the CMS Contract as including the CMS Software and the ASED Module) by the Company, and for the subsequent support and maintenance thereof;

WHEREAS, subsequent to the execution of the CMS Contract, the City and the Company entered into that certain Contract Modification No. 7, Municipal Court System Development, Licensing and Royalty Fee Contract, dated March 26, 2009 ("Contract Modification No. 7"), incorporating the changes set forth in Contract Modification No. 7, and in the previous amendments to the CMS Contract, into an amendment and restatement of the CMS Contract, which document was attached to Contact Modification No.7;

WHEREAS, the amended and restated CMS Contract was subsequently modified by Contract Modification No 1 dated December 18, 2012 (the amended and restated CMS Contract as modified by Contract Modification No. 1 is collectively referred to as the "Amended and Restated CMS Contract"); and

WHEREAS, the parties hereto desire to modify the Amended and Restated CMS Contract (i) to permit the City to provide its own support and maintenance of the Licensed Property by authorizing changes to the source code of the Licensed Property (which includes the CMS Module and the ASED Module), which changes are intended to improve the functioning of the Licensed Property and increase the efficiency of the case management system of the City's Municipal Court, and (ii) to license the City in the use of the Licensed Property as modified or changed by the City.

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

1. Section 2.06, Software Support and Maintenance, of the Amended and Restated CMS Contract is hereby amended to add the following provision to the Section:

After December 31, 2013, the Company shall cease providing to the City the Support and Maintenance as required under Section 2.06 (Support and Maintenance), except on a time and material basis if so requested by the City as provided herein. On and after the aforementioned date, the City shall cease any further payments for Support and Maintenance as required under Section 5.01(b) (Support and Maintenance Compensation).

If additional services are needed by the City, including services of Support and Maintenance, the City shall submit a written request for such services to the Company. If needed, the Company shall request clarifications to define the scope of work. Upon receipt of such clarifications, the Company agrees to submit to the City a proposed fixed fee for performance of the additional services, including services of Support and Maintenance, within two (2) business days of the receipt of the request, which is to be based on the compensation rate of $150 per hour. The compensation rate of $150 per hour shall be effective until December 31, 2016, and after such date, the compensation rate shall be renegotiated by parties.

If so requested by the City, the Company agrees to provide, free of charge, up to a maximum of 40 hours, assistance in setting up the development environment, which will include the following: (i) Proper configuration of Visual Studio.NET on the development machines at the City's Municipal Court, (ii) setting up Compile Utilities to compile the CMS objects, (iii) detailed steps to create the MSIs for the CMS application, Nightly Process and Interfaces, and (iv) verify 100% compatibility of the Source Code with Compiled Objects and MSIs.

2. Section 5.01, Compensation to Company, of the Amended and Restated CMS Contract is hereby amended to add a new subsection (d) to read as follows:

(d) Source Code Modification Compensation. In consideration of the right and authorization to modify the source code of the CMS Software and ASED Module deposited into the escrow account as required pursuant to Section 9.03 (Source Code Escrow) of this Contract, the City agrees to pay the Company a one-time fixed fee in the amount of One Hundred Thirty-Nine Thousand Dollars ($139,000). Such fee represents the entire compensation due and payable to the Company for the right granted to the City pursuant to the Section 9.02 (Software License and Source Code Modification).

3. Section 9.02, Software License, of the Restated and Amended CMS Contract is hereby amended to delete the section (including the Section heading) in its entirety, and to insert in lieu thereof the following:

Section 9.02 Software License and Source Code Modification.

In consideration of the compensation paid to the Company pursuant to Section 5.01 (Compensation to Company), the Company hereby grants to the City an unlimited, non-exclusive, non-transferable perpetual license to the City to use the Licensed Property (including the use of the Licensed Property as modified pursuant to right granted to the City pursuant to this Section), and the right to modify the Source Code pertaining to the Licensed Property as needed by the City for purposes of Support and Maintenance thereof, or for purposes of enhancing and improving its use of the Licensed Property in connection with the CMS of the Municipal Court.

4. Section 9.03, Source Code Escrow, of the Amended and Restated CMS Contract is hereby amended to add the following provisions to the Section:

After December 31, 2013, the City agrees to deposit on a quarterly basis the changes, if any, made by the City to the Source Code pursuant to the right granted to the City under Section 9.02 (Software License and Source Code Modification) of the Contract. These changes, if any, will also be provided to the Company if needed by the Company to provide services pursuant to Section 2.06.

5. In consideration of the compensation to be paid to the Company pursuant to Section 2 of this Modification, the Company hereby waives and forever releases the City from any claim of further or additional compensation for the services provided under that certain Contract No. 100221-TB for Information Technology (IT) CMS Interface Software Licensing and Associate Services dated July 21, 2010, and the subsequent amendments thereto January 7, 2011, and December 31, 2011 (collectively the "CMS Interface Software Agreement") (City of Las Vegas Purchase Order 302822). The Company acknowledges and agrees that the amount of compensation to be paid by the City pursuant to Section 2 would not have been agreed to by the City but for the waiver and release given by the Company to the City for the CMS Interface Software Agreement pursuant to this Section. If any further services related to CMS Interface Software Contract are requested by the City, the compensation to be paid to the Company for such services will be according to the hourly rate set forth in Section 2.06 as amended pursuant to Section 1 of this Modification.

6. Except as provided in this Modification, all other terms, conditions and provisions of the Amended and Restated CMS Contract shall remain unchanged and in effect between the parties hereto.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have executed this Modification effective as of the date and year set forth in the first paragraph above.

CITY OF LAS VEGAS

Yolanda C. Jones, Manager
Purchasing and Contracts

NEVSYS, INC.

12-11-13

Javed Buttar, President

ATTEST:

Beverly K. Bridges, MMC
City Clerk

Approved as to form:

Robert S. Sylvain 12-5-13

Robert S. Sylvain, Date
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 130120-CW, Employee Assistance Program - Department of Human Resources - Award recommended to: BEHAVIORAL HEALTHCARE OPTIONS, INC. (BHO) ($60,000 - Employee Benefits Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $60,000
Funding Source: Employee Benefits ISF
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
This contract provides for Employee Assistance Program (EAP) services for the City of Las Vegas employees. These services will be provided for a two-year performance period with options for subsequent years. This vendor is offering services 10% lower than our prior EAP. In addition, BHO is a sister company to Health Plan of Nevada (our medical carrier) and coordinates employee treatment between the EAP and the health plan providing more effective treatment for employees. BHO also has numerous ancillary services available which the prior vendor did not offer. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. BHO has an office located in Las Vegas, Nevada.

PCC: C. White
POC: Nukinda Beets - (702) 240-8801

RECOMMENDATION:
That City Council approve award of Contract No. 130120-CW, Employee Assistance Program to Behavioral Healthcare Options, Inc. in the estimated amount of $60,000 for a two-year period and approve award of subsequent option periods. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 130120-CW

BEHAVIORAL HEALTHCARE OPTIONS, INC.

THE LIFE CONNECTION (TLC) PROGRAM AGREEMENT

This Agreement (hereinafter called the "Agreement"), is being entered into this _____day of _____, 20___ by and between Behavioral Healthcare Options, Inc. (hereinafter "Behavioral Healthcare Options, Inc. "or "BHO") a corporation organized and existing under the laws of the State of Nevada, having its local office at 2716 N. Tenaya Way, Las Vegas, Nevada 89128 and the City of Las Vegas (hereinafter called "Employer"), a municipal corporation within the State of Nevada, having its principal office at 495 South Main Street, Las Vegas, Nevada 89101.

The Employer has contracted with BHO for its Life Connection Program ("The Life Connection Program"), or TLC, to maintain or improve the efficiency of its employees by assisting in the alleviation of personal problems affecting their work performance. The Program provides for consultations ("Consultations") with employees and their household members ("Members"). The parties hereby agree that Behavioral Healthcare Options, Inc. shall provide services for The Life Connection Program, as described herein.

I.
PERFORMANCE PERIOD

A. The performance period commences from the effective date and continues through December 31, 2015, unless extended through mutual agreement by both parties.

B. The Agreement is renewable, upon mutual consent, for up to two (2) additional one (1) year periods.

1. Exercise of any one-year option does not commit the Employer to exercise further options. Notification of any Agreement extension will be in writing. BHO may request Agreement status up to one-hundred and eighty days (180) before Agreement expiration.

2. The Employer shall give BHO one-hundred and fifty (150) days written notice of intent to renew the agreement

3. BHO may decline the Employer's extension option by means of written notification one-hundred and twenty (120) days prior to Agreement expiration.

II. COVERAGE AND BENEFITS SUBJECT TO THE LIFE CONNECTION PROGRAM

The services in this Agreement shall be provided to eligible Members covered by the Employer in The Life Connection Program pursuant to a formal plan or other Employer documentation relating to The Life Connection Program.

III. FEES AND FEE SCHEDULE CHANGES

At the end of the Initial Contract Period, upon the City exercising an option period, the fees outlined in Exhibit 1 shall automatically increase by 4%. For subsequent option periods, BHO may request a fee increase, as supported by the Consumer Price Index, Western Cities, not to exceed three percent (3%) per year.

IV. FEE DUE DATE AND PAYMENTS

A. Payment is due to Behavioral Healthcare Options, Inc. no later than 30 days after the date of any Behavioral Healthcare Options, Inc. reconciled invoice.

B. If the Agreement is terminated for any reason, Employer shall continue to be held liable for all fees and invoices due and unpaid under the terms of this Agreement.

V. MEMBER EFFECTIVE DATES

Subject to Employer's payment of applicable monthly fees, and other provisions of the Agreement, The Life Connection Program services to be provided under the Agreement shall become effective for new Member(s) in accordance with Employer's policy.

VI. INELIGIBLE MEMBERS

If after a Member becomes ineligible, Employer fails to notify Behavioral Healthcare Options, Inc. of such Member's ineligibility and Employer has made or continues to make the fee payments specified herein for such Member, such fee payment(s) will be credited by Behavioral Healthcare Options, Inc. to Employer, provided Employer gives Behavioral Healthcare Options, Inc. notice of the ineligibility no later than sixty (60) days after the date eligibility ceased and Behavioral Healthcare Options, Inc. has not rendered services for the Member after the Member's eligibility ceased and before Behavioral Healthcare Options, Inc. received timely notice of ineligibility. In no event will fees be refunded or credited to Employer for any period prior to sixty (60) days from the date Behavioral Healthcare Options, Inc. is notified that a Member was ineligible.

VII. SCOPE OF RELATIONSHIP

A. Behavioral Healthcare Options, Inc. is not, and shall not be, deemed to be a fiduciary of the Employer. Rather, the duties of Behavioral Healthcare Options, Inc. hereunder are ministerial in nature, and the Agreement shall not be deemed to confer or delegate

any discretionary authority or discretionary responsibility in the administration of Behavioral Healthcare Options, Inc.

B. Behavioral Healthcare Options, Inc. shall be entitled to rely, without question, upon any written or oral communication of Employer, and the agents and employees thereof, which are believed by Behavioral Healthcare Options, Inc. to be genuine and to have been presented by a person having the apparent authority to do so.

C. The Agreement is between Behavioral Healthcare Options, Inc. and Employer, and does not create any rights or legal relationships between Behavioral Healthcare Options, Inc. and Employer.

VIII. RESPONSIBILITIES OF EMPLOYER

Employer Agrees to:

A. Furnish to Behavioral Healthcare Options, Inc. on a monthly basis, the total number of eligible employees for the administration of The Life Connection Program.

B. Allow Behavioral Healthcare Options, Inc. at reasonable times to examine Employer's pertinent records to verify eligibility listings and fee payments hereunder.

C. Distribute to Members materials necessary to advise Members of services with respect to The Life Connection Program.

D. To be solely responsible for certifying eligibility with respect to those Members. Behavioral Healthcare Options, Inc. is providing The Life Connection Program described herein.

IX. DUTIES OF BEHAVIORAL HEALTHCARE OPTIONS

A. Behavioral Healthcare Options, Inc. agrees to provide services under this Agreement to Members covered by The Life Connection Program issued by Employer as set forth in Attachment 1.

B. Behavioral Healthcare Options, Inc. also agrees to coordinate activities set forth in Attachment 1 with Employer.

C. Behavioral Healthcare Options, Inc. shall establish and maintain a record-keeping system concerning the services to be performed hereunder. All such records shall be made available to Employer upon reasonable notice and shall be available for inspection by Employer at any time during normal business hours at the offices of Behavioral Healthcare Options, Inc. in Las Vegas, Nevada, upon ten (10) working days prior written notice. However, no records shall be disclosed under any provision of this Agreement to the extent restricted or prohibited (i) by federal or state laws or regulations concerning privacy or confidentiality or (ii) provisions of The Life Connection Program.

D. Behavioral Healthcare Options, Inc. shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

1. Industrial/Workers' Compensation Insurance protecting the BHO and the Employer from potential BHO employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.
2. Commercial General Liability Insurance (bodily injury, property damage) with respect to the BHO's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
3. Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by BHO and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the BHO and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply.
4. Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the Employer.

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

modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the Employer if so requested.

6. The Employer, its officers and employees shall be named as additional insureds on all policies with the exception of professional Liability Insurance. Such notation shall appear on the certificate of insurance furnished by BHO's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The Employer requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by BHO, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Employer.

7. All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the Employer.

8. If BHO fails to carry the required insurance, the Employer may (i) order BHO to stop further performance hereunder, declare BHO in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to BHO or charge the replacement insurance costs back to BHO.

9. Any subcontractor or subconsultant approved by the Employer shall be required to procure, maintain and submit proof of insurance to the Employer of the same insurance requirements as specified above, and as required in this paragraph.

10. BHO is encouraged to purchase any additional insurance it deems necessary.

11. BHO is required to remedy all injuries to persons and damage or loss to any property of the Employer caused in whole or in part by BHO, its subcontractors or anyone employed, directed or supervised by BHO.

12. The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E. **Indemnification** [CAO-5/2/12]

1. In addition to the insurance requirements set forth in Section E-5 (Insurance), BHO shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of BHO, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City/Employer.

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

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

X. TERMINATION

A. The Agreement may be terminated by Behavioral Healthcare Options, Inc.:

1. upon written notice, in the event of insolvency or bankruptcy of Employer;

2. upon written notice, if Employer ceases to operate; and

3. upon thirty (30) days prior written notice to Employer in the event of material breach of any other terms or provisions of the Agreement and has failed to reasonably cure such breach within thirty (30) days of notice of such breach.

B. The Agreement may be terminated by Employer:

1. upon written notice, in the event of insolvency or bankruptcy of Behavioral Healthcare Options, Inc.;

2. upon thirty (30) days prior written notice to Behavioral Healthcare Options, Inc. in the event of Behavioral Healthcare Options, Inc's. material breach of any term or provision of the Agreement and Behavioral Healthcare Options, Inc. has failed to reasonably cure such breach within thirty (30) days of notice of such breach.

C. In the event of termination, Behavioral Healthcare Options, Inc. agrees to perform contracted services only through the time period for which it receives payments.

XI. NO CAUSE TERMINATION

The agreement may be terminated without cause by either party by giving one hundred twenty 120 days prior written notice to the other party, except as provided in Paragraphs A and B of Article X, or otherwise specifically provided for elsewhere in this Agreement.

XII. ENTIRE AGREEMENT

This Agreement with its Attachments, if any, constitutes the entire agreement between the parties regarding services described herein.

With respect to PHI, (protected health information), the parties agree to comply with the provisions of the Business Associate Addendum, which is incorporated into and made a part of the Agreement.

XIII. AMENDMENTS AND WAIVERS

A. No modification, amendment, waiver or alteration of this Agreement shall be effective unless made in writing and signed by all the parties to this Agreement. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Agreement. Any such waiver shall also not be construed to be a modification of the terms of this Agreement.

B. Successor in Interest. In the event all or substantially all of the assets of either party to this agreement are acquired by another party, all the rights and obligations under this Agreement shall inure to the benefit of such successor in interest.

C. Assignment. This agreement may not be assigned by either party without the express written consent of the other party. Any such assignment without the express written consent of either party shall be void.

XIV. CLERICAL ERROR

Clerical error, whether of Employer or Behavioral Healthcare Options, Inc. in keeping any record pertaining to the services under the Agreement, will not invalidate the Agreement.

XV. NOTICE

All notices and other communications given or made under this Agreement shall be in writing and shall be deemed to have been duly given or made as of (a) in the case of personal delivery, when actually delivered, (b) in the case of delivery by prepaid overnight courier with guaranteed next day delivery, the day designated for delivery by such courier, (c) in the case of delivery by registered or certified mail, postage prepaid, return receipt requested, five (5) days after deposit in the mails, or (d) in the case of transmittal by telecopy, upon receipt by the sender of a printed confirmation of transmittal. All such notices and communications shall be delivered to:

Behavioral Healthcare Options, Inc.:

Mr. Garyn Ramos
President and Chief Operating Officer
Behavioral Healthcare Options, Inc.
2716 N. Tenaya Way
Las Vegas, Nevada 89128
Fax: (702) 242-5864

Employer at: City of Las Vegas

Manager, Purchasing and Contracts
City of Las Vegas, 3rd Floor
495 South Main Street
Las Vegas, Nevada 89101
Fax: 702-384-9964

Copy to:
Kelly L. Leerman
Human Resources Manager, Risk, Compensation & Benefits
City of Las Vegas, 1st Floor
495 South Main Street
Las Vegas, Nevada 89101

or at such other place or places or to such other Person or Persons as shall be designated in writing by and to the parties to this Agreement in the manner herein provided.

XVI. APPLICABLE LAW

This Agreement and any construction thereof shall be governed by the laws of the State of Nevada except as such law is superseded by any provision of **Employee Retirement Income Security Act** ("ERISA").

XVII. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) may, upon application of any party, provide for discovery pursuant to the Nevada Rules of Civil Procedure except that Rule 16.1 shall not be applicable to the arbitration proceeding. The arbitration shall be conducted at Las Vegas, Nevada, and the parties shall jointly and equally bear all costs thereof, including the fees of the arbitrator(s), but each party shall pay its own costs and expenses incurred in the conduct of the arbitration including attorney's fees.

XVIII. **Counterpart Signatures**

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

IN WITNESS WHEREOF, Behavioral Healthcare Options, Inc. and the Employer have entered into this Agreement this ____day of_____, 2013.

BEHAVIORAL HEALTHCARE OPTIONS, INC.

_____
Signature

Garyn Ramos, President
Print Name

Address
2716 North Tenaya Way
Las Vegas, Nevada 89128

Phone Number
702-562-8065

_____
Date

CITY OF LAS VEGAS

_____
Signature

Yolanda S. Jones, CPPO, C.P.M.
Manager, Purchasing and Contracts

Address:

City of Las Vegas, 3rd Floor
495 South Main Street
Las Vegas, Nevada 89101
Phone Number
702-229-6021

_____
Date

APPROVED AS TO FORM
Robert S. Sylvain 12-17-13
Robert S. Sylvain Date
Deputy City Attorney

THE LIFE CONNECTION (TLC) PROGRAM AGREEMENT

ATTACHMENT NO.1

SERVICES PROVIDED AND FEES

A. FEES:

a. In consideration of Behavioral Healthcare Options, Inc. providing the services described herein, Employer agrees to pay Behavioral Healthcare Options, Inc. $1.40 Per Employee Per Month (PEPM), based upon the number of Employee who are eligible members of The Life Connection Program at the end of each month or part of month in which this Agreement is in effect.
b. The fees paid for the services shall not exceed $30,000 annually, without written permission by the Employer.

B. SERVICES INCLUDE:

- **EAP ASSESSMENT AND WORKLIFE SERVICES**
  a. Up to 3 face to face EAP sessions at no out of pocket expense for an Employee or Member (subject to any limitations imposed on number of visits required by law) Employers with members in California and Nevada are not to exceed three (3) sessions in a six (6) month time frame
  b. Telephonic crisis assistance is available twenty-four hours per day, seven days per week
  c. Referrals, if necessary, are coordinated with the employee's health benefit plan
  d. Access to local and national provider networks
  e. Unlimited telephonic access to EAP Management Consultants with Master's degrees in counseling and psychology, and who are Certified Employee Assistance Professionals. These consultants are available to you to assist you in dealing with difficult behaviors/situations. To include but not limited to:
     - Workplace conflicts
     - Workplace threats
     - Substance abuse issues
     - Workplace productivity
     - Change and downsizing
  f. Telephonic legal and financial consultation - up to 30 minutes per issue. These services offer information and referrals to experienced licensed attorneys and certified financial professionals. Unlimited telephonic access to legal professionals is available for assistance and legal information on everyday personal legal issues. Legal professionals answer questions, explain alternatives, and discuss possible costs of continued legal representation. If legal services are required following a free ½ hour telephonic or face-to-face consultation, legal representation is provided at reduced fees (25% reduction). In an emergency, an attorney can be reached 24 hours a day, seven days a week.
  g. Mandatory referral coordination-includes the coordination of care fro employers who are mandated to see the EAP.

ON-SITE SERVICES Includes 10 training hours per calendar year in any of the following:

a. Employee orientations
b. Supervisory training
c. Benefits/HR staff program orientations
d. Lunch 'n Learn seminars and customizable topic specific seminars
e. Return to work planning and 6 hours of conflict resolution
f. Critical Incident Stress Debriefing (CISD) – 6 hours per calendar year
g. CISD services are available twenty-four hours per day, seven days per week

- **WEB ACCESS**
  a. Behavioral health articles
  b. Self-help questionnaires
  c. Interactive tools
  d. Web-based child care and elder care resources and referrals
  e. Web-based wellness resources
  f. Quarterly webinars
  g. Unlimited online training for employees and supervisors

- **ADMINISTRATIVE SERVICES**
  a. Utilization reports quarterly
  b. Quarterly newsletter articles
  c. Local and "800" numbers
  d. 24-hour accessibility
  e. TDD capability
  f. Communication materials including posters, brochures & wallet cards

- **ADDITIONAL SERVICES:**

ON SITE EMPLOYEE ORIENTATION:	$100.00 per hour
SUPERVISOR TRAINING:	$150.00 per hour
ON SITE LUNCH 'N LEARN WORKSHOP	$150.00 per hour
CISD'S WITH CLINICIAN	$200.00 per hour

FOLLOW UP and AFTERCARE FOR SAP/DOT cases SAP services are $400.00 per case

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is incorporated into and made part of The Life Connection Program services ("Agreement") by and between Behavioral Healthcare Options on behalf of itself and its Affiliates ("Business Associate") and City of Las Vegas ("Covered Entity") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this Addendum, all capitalized terms used in this Addendum not otherwise defined in this Addendum or otherwise in the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and ARRA, as each is amended from time to time. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum and that are defined in the Agreement shall have the respective meanings assigned to them in the Agreement. To the extent a term is defined in both the Agreement and in this Addendum, HIPAA or ARRA, the definition in this Addendum, HIPAA or ARRA shall govern.

1.2 "Affiliate", for purposes of this Addendum, shall mean any entity that is a subsidiary of UnitedHealth Group.

1.3 "ARRA" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and any and all references in this Addendum to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

1.4 "Breach" shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

1.5 "Business Associate" for purposes of this Addendum shall mean Behavioral Healthcare Options.

1.6 "Compliance Date" shall mean, in each case, the date by which compliance is required under the referenced provision of ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the effective date of this Addendum, the Compliance Date shall mean that effective date of this Addendum.

1.7 "Covered Entity" for purposes of this Addendum shall mean City of Las Vegas.

1.8 "Electronic Protected Health Information" ("ePHI") shall mean PHI as defined in Section 1.7 that is transmitted or maintained in electronic media.

1.9 "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to performance of the Services.

1.10 "Privacy Rule" shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.11 "Security Rule" shall mean the federal security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.12 "Services" shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to Covered Entity under the Agreement, including those set forth in this Addendum in Sections 4.3 through 4.7, as amended by written agreement of the Parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 use and/or disclose PHI only as necessary to provide the Services, as permitted or required by this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as otherwise Required by Law.

2.2 implement and use appropriate administrative, physical and technical safeguards to (i) prevent use or disclosure of PHI other than as permitted or required by this Addendum; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and (iii) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).

2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this Addendum, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notifications in accordance with the data breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications. In the event of a Breach, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall provide Covered Entity with written notification that includes a description of the Breach, a list of Individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and a copy of the template notification letter to be sent to Individuals.

2.5 require all of its subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the use and/or

disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a subcontractor or agent, it shall require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.

2.6 make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 document, and within thirty (30) days after receiving a written request from Covered Entity, make available [to Covered Entity, information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528] **OR** [directly to an Individual, an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. § 164.528].

2.8 notwithstanding Section 2.7, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall when and as directed by Covered Entity, make an accounting of disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. 17935(c), as of its Compliance Date.

2.9 provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, [to Covered Entity, sufficient to allow Covered Entity to comply with the requirements of 45 C.F.R. § 164.524] **OR** [directly to an Individual, in accordance with the requirements of 45 C.F.R. § 164.524].

2.10 notwithstanding Section 2.9, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, [to Covered Entity, sufficient to allow Covered Entity to comply with 42 U.S.C. § 17935(e) as of its Compliance Date] **OR** [directly to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date].

2.11 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

2.12 request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided, that Business Associate shall comply with 42 U.S.C. § 17935(b) as of its Compliance Date.

2.13 not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date.

2.14 not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.

2.15 not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

[2.16 accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b)]

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this Addendum, Covered Entity:

3.1 shall identify which of the records it furnishes to Business Associate it considers to be PHI for purposes of this Addendum.

3.2 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.3 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations to the extent any may limit Business Associate's ability to use and/or disclose PHI as permitted or required under this Addendum unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees to honor the restriction or limitation. In addition, should such limitations or revisions materially increase Business Associate's cost of providing services under the Agreement, including this Addendum, Covered Entity shall reimburse Business Associate for such increase in cost.

3.4 shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, including this Addendum, in accordance with the standards and requirements of HIPAA, until such PHI is received by Business Associate.

3.5 shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the PHI.

3.6 represents that it has ensured, and has received certification from Plan Sponsor, that Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. 164.504(f) and 45 C.F.R. 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate, and agreeing to, the requirements set forth in 45 C.F.R. 164.504(f)(2) and 45 C.F.R. 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this Addendum, in addition to any other uses and/or disclosures permitted or required by this Addendum, Business Associate may:

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.

4.2 use and disclose to subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associates discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only as Required by Law; (ii) the information will be used only for the purpose for which it was disclosed to the third party; and (iii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;

4.3 De-identify any and all PHI received or created by Business Associate under this Addendum, which De-identified information shall not be subject to this Addendum and may be used and disclosed on Business Associate's own behalf, all in accordance with the De-identification requirements of the Privacy Rule;

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 identify Research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board or privacy board waiver that meets the requirements of 45 C.F.R. 164.512(i)(1) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such Research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation.

4.6 make PHI available for reviews preparatory to Research and obtain and maintain written representations in accord with 45 C.F.R. 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a Research protocol or for similar purposes preparatory to Research, that the PHI is necessary for the Research, and that no PHI will be removed in the course of the review.

4.7 use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. 164.514(e).

4.8 use and disclose the LDS referenced in Section 4.7 solely for Research or Public Health purposes; provided that, Business Associate shall (1) not use or further disclose the information other than as permitted by this Section 4.8 or as otherwise Required by Law; (2) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Section 4.8; (3) report to Covered Entity any use or disclosure of the information not provided for by this Section 4.8 of which Business Associate becomes aware; (4) ensure that any agents, including a subcontractor, to whom Business Associate provides the LDS agrees to the same restrictions and conditions that apply to Business

Associate with respect to such information; and (5) not identify the information or contact the Individuals.

5. TERMINATION AND COOPERATION

5.1 Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Addendum then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may do the following:

(i) if feasible, terminate the Agreement, including this Addendum; or

(ii) if termination of the Agreement is infeasible, report the issue to HHS.

5.2 Effect of Termination or Expiration. Within sixty (60) days after the expiration or termination for any reason of the Agreement and/or this Addendum, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's agents or subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing and may retain the PHI subject to this Section 5.2. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this Addendum, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

6.1 Contradictory Terms; Construction of Terms. Any other provision of the Agreement that is directly contradictory to one or more terms of this Addendum ("Contradictory Term") shall be superseded by the terms of this Addendum to the extent and only to the extent of the contradiction, only for the purpose of Covered Entity's and Business Associate's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the Contradictory Term and the terms of this Addendum. The terms of this Addendum to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA and ARRA.

6.2 Survival. Sections 4.8, 5.2, 5.3, 6.1, 6.2, and [6.3] shall survive the expiration or termination for any reason of the Agreement and/or of this Addendum.

6.3 No Third Party Beneficiaries. Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

6.4 Independent Contractor. Business Associate and Covered Entity are and shall remain independent contractors throughout the term. Nothing in this Addendum or otherwise in the Agreement shall be construed to constitute Business Associate and Covered Entity as partners, joint venturers, agents or anything other than independent contractors.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 140023-CW, Collection Agency Services for General Collectibles - Department of Finance - Award recommended to: CREDIT BUREAU CENTRAL, INC. ($200,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: General Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
This contract provides for collection agency services which are utilized after 60 to 90 day collection attempts are made by City staff. The estimated annual amount is based upon 17% of the actual collectibles. Credit Bureau Central, Inc. was selected through a competitive Request for Proposals process and is located in Nevada.

PCC: C. White
POC: Marel Germain - (702) 871-6122 ext. 302

RECOMMENDATION:
That City Council approve award of Contract No. 140023-CW, Collection Agency Services for General Collectibles to Credit Bureau Central, Inc. in the estimated amount of $200,000 for a two-year period, date of award through December 31, 2015 with two one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 140023-CW
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR COLLECTION AGENCY SERVICES FOR GENERAL COLLECTIBLES

THIS CONTRACT is being entered into this _____ day of _____, 2014, 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 CREDIT BUREAU CENTRAL., INC., (a corporation organized and existing under the laws of the State of Nevada), (hereinafter the "Company") having its principal office located at 2980 S. Jones, Suite A, Las Vegas, Nevada 89146.

SECTION A – Subject of Contract

The subject matter of this Contract is the performance of Collection Agency Services for General Collectibles for the City's Finance and Business Services Department.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

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

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

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

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

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

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

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

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

B-2 Contract Type

The Contract type is fixed fee. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The not-to-exceed Contract amount is One Hundred Thousand ($100,000.00) Dollars annually.

(b) The Company will provide the Collections Services as set forth in the Contract at the rate of 17%.

(c) Reimbursable Expenses. There are no reimbursable expenses payable under this Contract.

B-4 Payments

(a) The Company shall submit monthly payments and a monthly report to the City for all moneys collected on behalf of the City, no later than the 15th of the month following the month of the collection. All reports must list the claim numbers and client name, along with standard information mutually agreed upon by the Company and the City.

(b) The Company shall submit the payment, along with supporting documentation to:

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

(c) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative).

B-5 Performance Period

The performance period commences from Award Date and continues through December 31, 2015. The City reserves the right to extend the Contract for two (2) one-year option periods. The City shall provide written notice to the Company of such an extension, and the Company may not assume an automatic renewal. Exercise of a one-year option does not commit the City to exercise further options.

SECTION C – Statement of Work

C-1 General Scope

(a) The Company shall provide collection services for the City, exclusive of emergency medical services and parking citations, and also exclusive of the City's Municipal Court requirements. The collection services shall cover delinquent accounts for general City receivables. Generally, cases assigned to the Company will be a minimum of ninety (90) days old. The services to be performed by the Company include, but are not limited to:

(i) Collect on delinquent accounts such as:
  (1) City Attorney billings for discovery
  (2) Fire Prevention Billings
  (3) Neighborhood Services for code violations/shopping carts
  (4) Business License Inspection Fees
  (5) IWS (Industrial Waste Services) Permit Fees
  (6) Damage against City-owned property
  (7) Pet permits
  (8) Miscellaneous general accounts receivable

(ii) Maintain a historical and transactional database, which is timely, accurate and easily audited

(iii) Adhere to nationally accepted professional standards for customer service and collection services professionals

(iv) Send and receive electronic data

(b) Collections shall be defined as payment received by the Company on any case assigned to the Company.

(c) The Company shall process those assigned cases of unsuccessful prior collection attempts by the City or previous agencies.

(d) The Company shall not have the power to negotiate for the City, unless authorized in writing by the City.

C-2 Deliverables

(a) The Company shall provide a monthly report, or provide access to a webpage for self service, of cases referred by the City, showing the date received by the City, amounts due, amounts collected, current status (active or closed) and the date the case was collected on by the Company. The Company shall transmit the report to the City's Program Administrator by the 20th of the month following the month reported.

(b) The Company's management and staff shall meet periodically with City personnel, upon request, to discuss the services performed under the Contract. The Company and the City shall mutually establish routine written procedures, within the general scope of work, for handling the collection services. The City retains the right of final approval for any written procedures developed by the Company prior to their initiation. The procedure shall include, but not limited to, a copy of the Company's procedures, a written plan for the flow of each type of case. At a minimum, the Company shall maintain a file on each delinquent account containing a record or any and all telephone calls, letters and any other contracts made with the debtor or a third party regarding the delinquent account(s).

C-3 Administrative Requirements

(a) The Company shall make available to the City the records pertaining to the collection of the delinquent accounts immediately upon receipt of written request, and such records shall remain available to the City at the Company's place of business during normal working hours. The Company shall also provide the City complete access, with or without prior notification, to any facilities including any subcontractors, or any portion of the Company's work being performed under this Agreement.

(b) The Company's officers, partners, associates and employees will cooperate with the City in the performance of services under this Contract and will be available for consultation with the City at such reasonable times with advanced notice so as to not conflict with their other responsibilities.

C-4 Quality Requirements

The Company shall be responsible for the professional quality, technical quality, timely completion, and coordination of the services furnished by the Company subcontractors, consultants, their principals, the Company's officers, employees and agents. The Company shall perform all services according to high professional standards. This includes compliance with the Fair Debt Collection Practices Act, Fair Credit Reporting Act, NRS 649, NRS 176, and all other applicable rules, regulations, and industry standards.

C-5 Personnel

(a) The Company shall assign a qualified manager to act as Company Representative to oversee the City's assigned collection accounts. The Company Representative shall be the primary point of contact for all issues involving payments, quality, service complaints, and other matters arising under this Contract. The Company Representative shall be available to meet with the City's Project Manager to discuss Contract status or issues as the need arise. The Company Representative must be a "manager" as defined in NRS 649. The Company's associates and employees shall serve under the personal supervision of the Company Representative.

(b) The Company shall be responsible for maintaining satisfactory standards of employee competence, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Company fails to remove an employee from the work whom the City deems incompetent, careless or insubordinate, or whose continued employment and the work is deemed by the City to be contrary to the public interest, the City reserves the right to require, in writing, such removal as a condition of performance of the Contract.

(c) The Company shall ensure that all personnel performing work under this Contract possess appropriate licenses and/or registrations required under state or local law, for the particular services being performed. The Company shall provide evidence of such licenses or registrations when requested by the City, and failure to maintain such licenses or registrations is considered a material breach of this Contract, and will subject the Company to termination under Paragraph E-4, "Termination for Default".

C-6 Collection Payments

The Company shall collect payments directly on all accounts assigned by the City. The Company shall not negotiate reductions in any delinquent account unless authorized, in writing, by the City.

C-7 Recall Option

(a) The City may recall any case previously referred to the Company after six (6) months for in-state cases and twelve (12) months for out-of-state cases. Any amounts received, by either party, on recalled cases within fifteen (15) calendar days from the notice of recall will be credited to the Company at the applicable negotiated rate.

(b) The City may recall any case, at any time, without penalty, when accounts have been sent in error, billed in error, or the debt is cancelled.

(c) The City reserves the right to recall all outstanding accounts at the expiration of this Contract.

C-8 Specialty Licenses and Certifications

The Company agrees to acquire and maintain specialty licenses and/or certifications in compliance with NRS 649 Collection Agencies Act.

C-9 Bonds

(a) The Company must provide a Statutory (NRS 649.105) Collection Agency Bond.

(b) The Company must provide a $1,000,000 Comprehensive Dishonesty, Disappearance and Destruction (3-D) Bond.

(c) The Company must provide a $25,000 Depositor's Forgery Bond.

C-10 Estimated Requirements

The City makes no guarantee as to the actual number or dollar amount of cases that will be referred to the Company. The Company shall have sufficient resources to handle variations in the number of referrals. Payment of fees under this Contract will be made only for actual collections experienced. The actual number of cases referred may be increased or decreased without invalidating the rates.

SECTION D – Special Clauses

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

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

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

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

FOR THE COMPANY: Credit Bureau Central, Inc.
Attn. President/CEO
2980 S. Jones Blvd., Suite A

Las Vegas, Nevada 89146
Fax: (702) 871-6031

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

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

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

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

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

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

(b) The Company designates Marel Germain, President/CEO, as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-5/2/12]

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

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

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

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

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

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

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

SECTION E – General Clauses

E-1 Disputes [CAO-5/2/12] 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. In the event the matter cannot be successfully resolved in this

manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

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

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County Nevada.

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

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

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

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

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

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

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

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

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

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

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

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

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics,

(vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

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

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

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

E-5 Insurance [CAO-5/2/12] R

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

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

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Supplier's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance

requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

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

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

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

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

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

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

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

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

E-9 Taxes/Compliance with Laws [CAO-5/2/12] R

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

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

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

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

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

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

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

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

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

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

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

E-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/2/12]

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

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

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

E-20 Limitation of Funding [CAO-7/24/08]

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

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

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

  (i) Description of services to be performed.
  (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  (iii) Place of performance of the services.

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

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

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

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

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be

deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

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

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]	04/08/2013	2

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO
Manager, Purchasing and Contracts — Date

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk — Date

APPROVED AS TO FORM:

Robert S. Sylvain 12-19-13
Deputy City Attorney — Date

CREDIT BUREAU CENTRAL, INC.

MAREL GERMAIN, President/CEO — Date

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
Credit Bureau Central Inc
Name Marel Giolito Germain
Address 2980 S Jones Blvd Suite A Las Vegas NV 89146
Telephone 702 871-6122 ext 302
EIN or DUNS 88-0116786

Block 2 Description
Subject Matter of Contract/Agreement
Contract No.

Block 3 Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company xxx 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.	Marel Giolito Germain	2980 S Jones Blvd Suite A	702 871-6122 ext 302
2.	100%	Las Vegas NV 89146	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Marel Germain Marel Germain
Name

December 18, 2013
Date

Subscribed and sworn to before me this 18 day of December, 2013

Notary Public

TERRI L. SMITH
Notary Public State of Nevada
No. 96-3051-1
My Appt. Exp. June 8, 2016

2

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
Credit Bureau Central Inc
Name Marel Giolito Germain
Address 2980 S Jones Blvd Suite A Las Vegas NV 89146
Telephone 702 871-6122 ext 302
EIN or DUNS 88-0116786

Block 2 Description
Subject Matter of Contract/Agreement
Contract No.

Block 3 Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company xxx 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.	Marel Giolito Germain	2980 S Jones Blvd Suite A	702 871-6122 ext 302
2.	100%	Las Vegas NV 89146	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Marel Germain Marel Germain
Name

December 18, 2013
Date

Subscribed and sworn to before me this 18 day of December, 2013

Notary Public

TERRI L. SMITH
Notary Public State of Nevada
No. 96-3051-1
My Appt. Exp. June 8, 2016

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Bid No. 14.1762.01-JWH, Annual Crack Seal - Department of Operations and Maintenance - Award recommended to: AMERICAN PAVEMENT PRESERVATION, LLC ($765,144.92 - Street Maintenance Special Revenue Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $765,144.92
Funding Source: Street Maintenance SRF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
The work will generally consist of removal of dirt and debris from pavement cracks and the application of herbicide to those cracks containing vegetation. Following surface preparation, rubber asphalt crack sealant shall be applied to existing roads within City of Las Vegas as part of the annual maintenance and repair program.

PCC: J. Hill
POC: E. Reimschiissel - (702) 507-5444

RECOMMENDATION:
That City Council approve award of Bid No. 14.1762.01-JWH, Annual Crack Seal to American Pavement Preservation, LLC in the estimated annual amount of $765,144.92 from the date of award through October 31, 2014 with four one-year renewal options. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

14.1762.01-JWH Annual Crack Seal

				Superior Asphalt L.C. dba Superior Pavement Maintenance		American Pavement Preservation, LLC		Graham Contractors, Inc.	
ITEM NO.	**DESCRIPTION**	**U O M**	**QTY**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
410.05.01	PAVEMENT CRACK SEALANT ON ROADWAY RIGHT-OF-WAY WIDTH OF 60 FEET AND LESS	LB	467,657	$1.49	$696,808.93	$1.56	$729,544.92	$1.74	$813,723.18
410.05.02	PAVEMENT CRACK SEALANT ON ROADWAY RIGHT-OF-WAY WIDTH GREATER THAN 60 FEET	LB	10,000	$2.91	$29,100.00	$2.06	$20,600.00	$1.74	$17,400.00
624.05.01	TRAFFIC CONTROL AND MAINTENANCE	FA	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	Total Base Bid Amount				**$740,908.93**		**$765,144.92**		**$846,123.18**
	% Greater than Lowest Responsive & Responsible Bidder					3%			
	Bidder's Preference Received			No		Yes			
	Responsive Bidder			Yes		Yes			
	Responsible Bidder			Yes		Yes			
	Engineer's Estimate:								

TO: Dept. Mngr. or Designee Please review and approve recommended award to

American Pavement Preservation, LLC in the amount of $ 765,144.92

Purchasing & Contracts Representative — Date 1/7/2014

Quality Assurance Administrator — Date 1/7/2014

Using Department Authorized Signature — Date 1/7/2014

BID ABSTRACT

14.1762.01-JWH Annual Crack Seal

				J & J Enterprises Services, Inc.		Diversified Striping Systems, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
410.05.01	PAVEMENT CRACK SEALANT ON ROADWAY RIGHT-OF-WAY WIDTH OF 60 FEET AND LESS	LB	467,657	$2.25	$1,052,228.25	$2.31	$1,080,287.67
410.05.02	PAVEMENT CRACK SEALANT ON ROADWAY RIGHT-OF-WAY WIDTH GREATER THAN 60 FEET	LB	10,000	$2.95	$29,500.00	$2.31	$23,100.00
624.05.01	TRAFFIC CONTROL AND MAINTENANCE	FA	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	Total Base Bid Amount				**$1,096,728.25**		**$1,118,387.67**
	% Greater than Lowest Responsive & Responsible Bidder						
	Bidder's Preference Received						
	Responsive Bidder						
	Responsible Bidder						
	Engineer's Estimate:						

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Modification No. 1 to Agreement No. 13.51111-TF, Owner CMAR Agreement for Preconstruction Services Centennial Parkway Channel West, Grand Teton Branch - Hualapai Way to Tee Pee Lane - Department of Public Works - Award recommended to: MEADOW VALLEY CONTRACTORS, INC. ($982,520.90 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $982,520.90
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On December 17, 2013 Agreement 13.51111-TF was awarded by the Purchasing Manager. The scope of work includes preconstruction services associated with the installation of reinforced concrete boxes, junction structures and associated storm drain collection facilities in an area severely damaged by recent flooding. Based on the preconstruction engineering, the reinforced concrete boxes required for construction are a long-lead item with an estimated three-month fabrication period. This modification provides for the procurement of these boxes during the preconstruction phase, allowing the City to expedite installation of the boxes prior to flood season. Meadow Valley Contractors, Inc. is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Jed Wheeler - (702) 425-3862

RECOMMENDATION:
That City Council approve Modification No. 1 to Agreement No. 13.51111-TF, Owner CMAR Agreement for Preconstruction Services Centennial Parkway Channel West, Grand Teton Branch - Hualapai Way to Tee Pee Lane to Meadow Valley Contractors, Inc. in the amount of $982,520.90, bringing the total Agreement amount to $1,061,198.90. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 1 to Agreement No. 13.51111-TF

Modification No. 1
OWNER CMAR AGREEMENT FOR PRECONSTRUCTION SERVICES

THIS MODIFICATION No.1 is entered into this _____ day of _____ 2014 by and between CITY OF LAS VAGAS (hereinafter "City"), a municipal corporation of the State of Nevada, having its principal office at 495 Main Street, Las Vegas, Nevada 89101, and MEADOW VALLEY CONTRACTORS, (hereinafter "Company") having its principal office at 4615 North Lamb Boulevard, Las Vegas, NV 89115.

This contract modification is being issued to:

(a) Add the acquisition of Reinforced Concrete Boxes as identified in Attachment 1.

(b) Increase the contract amount by $982,520.90 from $78,678 to $1,061,198.90

The contract between the City and the Company, dated December 17, 2013, is hereby modified as follows:

1. **Add: <u>X. Acquisition of Reinforced Concrete Boxes</u>**

   CMAR shall procure Reinforced Concrete Boxes and associated supplies and materials as specified in Attachment 1.

   In the event that the Owner and CMAR are not able to successfully negotiate a GMP and execute an Agreement for Construction Services, the Reinforced Concrete Boxes and associated supplies and materials shall remain the property of the Owner.

2. **Exhibit C Preconstruction Services Payment Schedule**
   Delete:

PHASE	PERCENT of TOTAL	FIXED FEE
Utility Potholing Plan	15%	$12,000.00
90% Construction Documents	42.5%	$33,339.00
100% Construction Documents	42.5%	$33,339.00
Subcontractor Bidding	0%	No Cost
GMP Preparation	0%	No Cost
	TOTAL	$78,678.00

Add:

PHASE	PERCENT of TOTAL	FIXED FEE
Utility Potholing Plan	15%	$12,000.00
90% Construction Documents	42.5%	$33,339.00
100% Construction Documents	42.5%	$33,339.00
Procurement of Reinforced Concrete Boxes as identified in Attachment 1		$982,520.90
Subcontractor Bidding	0%	No Cost
GMP Preparation	0%	No Cost
	TOTAL	$1,061,198.90

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 1 to be executed by their duly authorized representatives,

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M. CPPO Manager
Purchasing and Contracts

MEADOW VALLEY CONTRACTORS, INC.

Robert Terril, Area Manager

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

John S. Ridilla 1/7/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

JENSEN PRECAST
SOUTHERN NEVADA DIVISION
3853 LOSEE ROAD
NORTH LAS VEGAS, NV 89030-3304
PH (702) 649-0045 FAX (702) 649-2243

Contract # 13.51111-TF
MOD.#1 - ATTACHMENT 1
Preconstruction Svcs
Centennial Parkway
Channel West

QUOTATION

Quote #: LV05526
Customer ID: MEAD002
Bid Date: 1/8/2014

TO: **Meadow Valley Contractors - N Las Vegas**
ATTN:
PHONE: (602) 437-5400
FAX: (602) 437-1681
CITY: Las Vegas, NV
JOB: GRAND TETON STORM DRAIN HUALAPAI WAY TO TEE PEE LA

Quoted By: Dan Short
Ship Via:

ITEM:	QUANTITY:	PART:	DESCRIPTION:	PRICE EACH:	EXTENDED:
1	2452		8' X 6' PRECAST RCB *INCLUDES 1" SACRIFICIAL CONCRETE* *MONOLITHIC PRECAST RCB* *8' SECTION LENGTHS APPROX 25,600 LBS* *(DELIVERED JOBSITE, OFFLOADED BY OTHERS)* SHIPPING CODE: 2	$205.00	$502,660.00
2	1452		10' X 5' PRECAST RCB *INCLUDES 1" SACRIFICIAL CONCRETE* *MONOLITHIC PRECAST RCB* *8' SECTION LENGTHS APPROX 34,880 LBS* *(DELIVERED JOBSITE, OFFLOADED BY OTHERS* SHIPPING CODE: 2	$270.00	$392,040.00
3	1		PRECAST TRANSITION STRUCTURE *MONOLITHIC PRECAST RCB* *10' SECTION LENGTHS APPROX 38,000 LBS* *(DELIVERED JOBSITE, OFFLOADED BY OTHERS* SHIPPING CODE: 2	$14,200.00	$14,200.00

QUOTE TOTAL: **$908,900.00** *
QUOTED PRICES DO NOT INCLUDE SALES TAX.

SHIPPING CODES
1 - DELIVERED AND SET
2 - DELIVERED: F.O.B. TRUCK
3 - DELIVERED AND OFFLOADED
4 - F.O.B. JENSEN PRECAST YARD
5 - OTHER AS SPECIFIED
A - DELIVERY WITH COMBINED SHIPMENT
B - DELIVERY PRE-ATTACHED

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL AND ACCEPTANCE BY SELLER.
DELIVERY TRIPS, SETTING TIME, OR MATERIALS NOT NOTED ABOVE WILL BE BILLED ACCORDINGLY.
OFFER TO SELL SUBJECT TO JENSEN PRECAST'S COMPANY POLICIES, TERMS AND CONDITIONS.
PLEASE REFER TO WWW.JENSENPRECAST.COM/SOUTHERNNEVADA/SUPPORT/TERMS.HTM FOR COMPLETE TERMS AND CONDITIONS WHICH ARE HEREBY INCORPORATED INTO THIS DOCUMENT BY REFERENCE AND ALSO ATTACHED HERETO FOR YOUR CONVENIENCE.
QUOTATION IS VALID FOR 30 DAYS. THANK YOU FOR CHOOSING JENSEN PRECAST!

BY CUSTOMER _____ **BY JENSEN PRECAST** _____

CUSTOMER PO _____

* Quote does not include sales tax. Price to include 8.1% sales tax is $982,520.90.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an allocation of $400,000 of Home Investment Partnership Program (HOME) funds to Nevada H.A.N.D., Inc., for the construction of Westcliff Heights Senior Apartments located at 8206 Silver Sky Drive - Ward 2 (Beers)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $400,000
Funding Source: HOME
Dept./Division: Parks, Recreation and Neighborhood Services

PURPOSE/BACKGROUND:
On June 16, 2010, City Council approved an allocation of $500,000 in HOME funds to Nevada H.A.N.D., Inc. towards the construction of Westcliff Heights Senior Apartments. The project was leveraged with HUD 202 funds (a primary funding source) and National Equity Fund tax credit investor for total construction costs of $10,086,947. Due to delays at the Federal level and HUD 202 funding, construction costs increased with a new total budget of $13,615,716. Given the delay, Nevada Hand received an increase in HUD 202 funding of $2,168,169, the tax credit investor (National Equity Fund) has increased the amount of equity funding by $897,565 and Nevada HAND increased the deferred developer fee by $63,035, which leaves a gap of $400,000. To close the gap, the city's recommends allocating $400,000 in HOME funds to complete the project.

RECOMMENDATION:
Staff recommends approval of the HOME funds allocation and authorizes the Mayor to execute any and all related agreements and documents required for the project following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Letter of Request from Nevada H.A.N.D., Inc.

Nevada HAND
Housing And Neighborhood Development

November 12, 2013

Tim Whitright
City of Las Vegas
Economic and Urban Development Department
City Hall, Sixth Floor
495 South Main Street
Las Vegas, NV 89101

Subject: Westcliff Heights Senior Apartments

City of Las Vegas – HOME Request

Dear Tim,

We are requesting additional HOME Funds in the amount of $400,000 for Westcliff Heights Senior Apartments. Westcliff Heights Senior Apartments is a HUD 202 mixed finance affordable senior housing project that includes 50 units of Project Based Rental Assistance.

HOME funds for Westcliff Heights Senior Apartments were originally awarded from the 2009 HOME application. Project costs have increased 30% due to delays in receiving the HUD 202 Capital Advance Funds. The original budget for Westcliff Heights Senior Apartments was $10,086,947. The new budget for Westcliff Heights Senior Apartments is now $13,615,716. In order to fill the gap in financing HUD has increased the amount of HUD 202 Capital Advance Funds by $2,168,169, the tax credit investor (National Equity Fund) has increased the amount of equity funding by $897,565 and Nevada HAND has increased deferred developer fee by $63,035.

Please find the attached revised budget for your review.

If you have any questions, or need additional back-up material, please feel free to contact me at 410-2705. Thank you.

Sincerely,

Michael Mullin
President

CC: Earlie King

Westcliff Heights Senior Apartments					
	Total Project Costs	**HUD**	**CLV HOME***	**LIHTC Equity**	**Developer Note**
LAND					
Demolition					
Off Site work					
On Site work	$ 1,469,546	$250,000	$405,000	$814,546	
Buildings	$ 6,183,226	$3,864,516	$400,000	$1,918,710	
Contractor Fees	$ 431,654	$269,784		$161,870	
General Requirements	$ 518,337	$323,961		$194,376	
Contingency Fund	$ 385,138	$218,746		$0	$166,392
Arch/Engineering	$ 548,900	$498,900	$50,000	$0	
Permits/Fees	$ 925,000	$925,000		$0	
Construction Interest	$ 254,825			$254,825	
Bridge Interest	$ 240,000			$240,000	
Constr. Finance Costs	$ 195,000			$195,000	
Perm Finance Costs				$0	
3rd Party Reports	$ 69,500	$69,500		$0	
Other Soft Costs	$ 537,740	$453,342	$45,000	$39,399	
Developer Fee	$ 1,130,313	$122,252		$847,023	$161,038
Project Reserves	$ 726,537			$726,537	
TOTAL USES	**$ 13,615,716**	**$ 6,996,000**	**$ 900,000**	**$ 5,392,286**	**$ 327,430**
*** HOME Reimbursement**					
On Site: earthwork, street improvements (on-site), masonry, landscaping					
Other Soft Costs: legal and accounting					

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve receiving an allocation of the Fiscal Year 2013 Home Investment Partnerships Program (HOME) in the amount of $410,522 (Revenue) through an agreement with the State of Nevada Department of Business and Industry Housing Division (NHD) for the future development of affordable housing - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas' share of NHD HOME funding is $410,522. This funding will be used for qualified Home Investment Partnerships Program (HOME) projects or activities. No project may commit and/or expend any funds prior to entering into a written agreement and compliance with NRS 319, NAC 319 and 24 CFR Part 58.

RECOMMENDATION:
Staff recommends that the City Council approve allocation of HOME funding and authorizes the Mayor to execute any and all related agreements and documents required following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
2013 Agreement To Use Home Investment Partnerships Program ("HOME") Funds By The City of Las Vegas

2013 AGREEMENT TO USE HOME INVESTMENT PARTNERSHIPS PROGRAM
("HOME")
FUNDS BY THE CITY OF LAS VEGAS

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the State of Nevada, acting by and through its Housing Division of the Department of Business and Industry ("NHD"), and the City of Las Vegas, a municipal corporation within the State of Nevada.

RECITALS

WHEREAS, NHD has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for participation in the Home Investment Partnerships Program, hereinafter referred to as the "HOME Program," CFDA #14.239 under 24 CFR Part 92 as amended; and

WHEREAS, NHD, as the Entitlement Grantee for the HOME Program, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS, NHD desires to assist the City of Las Vegas by providing HOME Program funds to assist with qualified projects under HOME rules, statutes, and regulations.

WHEREAS, NHD desires to assist the City of Las Vegas by providing HOME Program funds to assist with qualified projects under HOME rules, statutes, and regulations.

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

NOW, THEREFORE, in consideration of the foregoing premises, be it agreed between NHD and the City of Las Vegas that HOME Funds be conveyed to the City of Las Vegas by NHD, subject to the following conditions and limitations:

I. Scope of Services.

A. Using the population based formula, which was agreed upon by Participating Jurisdictions in the State, NHD has determined that the City of Las Vegas is eligible to receive FY 2013 HOME Program funds in the amount of $410,522.00.

B. NHD will provide the City of Las Vegas, $410,522.00 in HOME Program Funds.

C. The City of Las Vegas agrees that any program costs, unless otherwise specified, exceeding the $410,522.00 in HOME Program funds provided by NHD pursuant to this Agreement, will be the responsibility of the City of Las Vegas. Any ongoing project costs such as maintenance and operations shall be the sole responsibility of the City of Las Vegas.

D. The City of Las Vegas agrees to expend the total allotment on project-specific activities, to the exclusion of administrative or CHDO operating expenses. The City of Las Vegas agrees that the cost of the administration of projects funded under this allotment will be borne by the City of Las Vegas.

E. The City will commit their State HOME funds to eligible activities and eligible projects under §92.205 and §92.206.

F. The City will ensure that the written agreements with their subrecipients are in compliance with §92.504.

G. Before disbursing HOME funds to any recipient, the City of Las Vegas agrees to enter into a written agreement with qualified recipients requiring compliance with the rules set forth in 24 CFR Part 92.

H. The City of Las Vegas agrees to commit (and expend) no less than $150,000.00 of the agreed upon allotment to Community Housing Development Organization (CHDO) activities, and designate this expenditure as the CHDO set-aside for the State of Nevada.

I. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by both parties. Any such changes must not jeopardize HOME Program funding.

II. Division General Conditions. The City of Las Vegas agrees to abide by all conditions fully set forth below.

A. The City of Las Vegas has requested the financial support of NHD that is provided for in this Agreement in order to enable the City of Las Vegas to provide affordable housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, the City of Las Vegas shall be an independent contractor only.

B. The City of Las Vegas shall obtain, or require any subgrantee to obtain, any and all federal, state, and local permits and licenses required to execute any individual Project as described in this Agreement's Scope of Services. The City of Las Vegas further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. The City of Las Vegas shall submit to NHD, draw requests for projects and allow the Division a maximum of seven days to process the draw. The City of Las Vegas will close projects in a timely manner.

D. The City of Las Vegas will provide NHD with client usage records per project on an annual basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served;

2. Racial breakdown of clients served including American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, and White;

3. Ethnicity breakdown indicating either Hispanic or non-Hispanic, by race;

4. Number and percentage of low- and very low- income clients as defined by HUD HOME Program Income Guidelines;

5. Number of disabled clients served;

6. Number of senior citizens served;

7. Number of female head-of-households served;

8. Name of each head of household served;

9. Number of persons in each household served; and

10. Rent charged each household served.

E. The City of Las Vegas will not use any portion of the allocated HOME funds for other than HOME qualified projects, as defined in the HOME program regulations (24 CFR 92). Any recipient or subgrantee must meet HOME Program requirements and serve eligible low-income residents.

F. If the qualified projects or activities, or any portion thereof, are converted to non-qualified HOME projects or activities without the prior written approval of NHD, the City of Las Vegas shall, upon the request of NHD, repay to NHD, without interest, the amount of HOME Program funds expended on the non-qualified project. The City of Las Vegas shall require reasonable assurances of security for terms of affordability and repayments in the form of a recorded deed of trust for such property, pursuant to 24 CFR 92.252 and 92.254, and which the City of Las Vegas shall cause to be executed as part of providing applicable assistance. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property be treated in accordance with 24 CFR Part 92.503.

G. The City of Las Vegas may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

H. The City of Las Vegas shall carry, or require any subgrantee to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.

I. The City of Las Vegas shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits, and on-site monitoring of projects as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;

2. Whether the program is being conducted in an efficient and effective manner;

3. Whether management control systems and internal procedures have been established to meet the objectives of the program;

4. Whether the financial operations of the program are being conducted properly;

5. Whether the periodic reports to NHD contain accurate and reliable information; and

6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

Visits by NHD to Projects shall be announced to the City of Las Vegas in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such request is made, shall be granted, access to the records of the City of Las Vegas that relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

J. At any time during normal business hours, the City of Las Vegas' records with respect to the Program shall be made available for audit, examination, and review by NHD, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subject to NRS Chapter 41and 354, the City of Las Vegas will protect, defend, indemnify, and save and hold harmless NHD 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 the negligence, gross negligence or intentional act of the City of Las Vegas or its agents pursuant to this Agreement.

L. The City of Las Vegas will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify NHD of any legal action which is filed by or against it.

M. This Agreement will commence upon its approval and signature by all parties. Funds allocated by NHD to the City of Las Vegas under this agreement must be committed by the City of Las Vegas to specific Projects in HUD's Integrated Disbursement Information System (IDIS) prior to May 31, 2015 used prior to May 31, 2017.

N. In the event that the City of Las Vegas and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, NHD reserves the right to extract that portion for other projects/programs operated under NHD's HOME Program.

O. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity that would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

P. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

Q. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may participate as an agent of the City of Las Vegas in the negotiation or execution of any contract between the City of Las Vegas and any private business in which he or she has a financial interest.

R. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

S. The City of Las Vegas, and any subgrantee, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

T. The City of Las Vegas, and any subgrantee, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, NHD, or any combination thereof.

U. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended HOME Program funds received by the City of Las Vegas pursuant to this Agreement, or any part thereof.

III. Federal General Conditions.

A. The City of Las Vegas shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in Public Law 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135.

8. Executive Order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. Section 202(a) of the Flood Disaster Protection Act of 1973.

14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.

15. The Davis-Bacon Act, as amended, if applicable, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

16. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

17. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the City of Las Vegas from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the City of Las Vegas, to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the City of Las Vegas shall:

    a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and

    b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

    c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

19. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225.

B. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U.S. Code.

D. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. The City of Las Vegas shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program funds, except that the City of Las Vegas will not assume NHD's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359, but shall assist in the completion of required Environmental Reviews.

F. The City of Las Vegas shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

G. The City of Las Vegas shall maintain records in accordance with 24 CFR 92.508.

H. The City of Las Vegas shall comply with the requirements of Executive Order 11625, 12432, and 12138 that provides for the utilization of minority businesses and women business enterprises in all federally assisted contracts. The City of Las Vegas shall provide NHD, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and affirmative marketing efforts. These records shall contain, but are not limited to, the following data:

1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;

2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and

3. Data on attempts to affirmatively further fair housing.

NHD, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders.

I. Program income shall be treated in accordance with 24 CFR Part 92.503. City of Las Vegas will be allowed to keep any program income received using state HOME funds.

J. Any material breach of the terms of this section may, in the discretion of NHD, result in forfeiture of all HOME Program funds received by the City of Las Vegas pursuant to this Agreement, or any part thereof.

K. Upon the expiration or revocation of this Agreement, the City of Las Vegas shall transfer to NHD any HOME Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME Program funds, unless waived in writing by NHD.

L. For each qualified project receiving funds pursuant to this agreement, the City of Las Vegas shall establish a term of affordability. The City of Las Vegas agrees to establish this term of affordability for the qualified projects in accordance with HOME Program regulations, Section 92.252, and Section 92.254, if applicable. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property be returned to be reinvested in other affordable housing units.

M. The City of Las Vegas agrees to maintain, and shall require subgrantees to maintain, the qualified Projects funded pursuant to this agreement in accordance with Housing Quality Standards established by HUD for the Section 8 Program, and, if applicable, local housing code requirements for the duration of this Agreement.

N. The City of Las Vegas agrees, and shall require subgrantees to agree, to undertake an affirmative marketing program in conformance with 24 CFR 92.351(b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program) and as described in the State of Nevada

Program Description.

O. The City of Las Vegas agrees that the duration of this Agreement is the longest Period of Affordability used in any project receiving funds pursuant to this agreement, commencing from the initial date of payment of HOME funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254.

P. The City of Las Vegas agrees that, for the duration of this Agreement or the Period of Affordability applicable to the project receiving funds pursuant to this agreement, whichever is longer, each project or activity will be operated in compliance with Home Program requirements, specifically those contained in 24 CFR 92.250-92.258, Subpart F.

Q. In conjunction with the acquisition and/or rehabilitation of any qualified project, the City of Las Vegas agrees, and shall require any subgrantee to agree, to minimize displacement or dislocation of current tenants by honoring all leases in force at the time this Agreement is executed, by referring eligible dislocated tenants to the local Housing Authority for assistance, and by assisting with their relocation per 24 CFR 92.353.

R. Should any tenants be displaced as a result of acquisition or rehabilitation of any qualified project, the City of Las Vegas agrees to assume, or delegate to any subgrantee, the sole financial responsibility for any liability associated with 49 CFR Part 24.

S. All leases with tenants living in HOME-assisted units shall be made for not less than one year, unless a shorter term is mutually agreed upon between the City of Las Vegas and tenant. All such leases must comply with the requirements set forth in 24 CFR 92.253.

T. The City of Las Vegas agrees, and shall require subgrantee to agree, to use qualified housing inspectors to perform an initial housing quality inspection of any qualified project prior to occupancy by HOME Program tenants, or with the replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when applicable.

U. The City of Las Vegas agrees, and shall require any subgrantee, to re-certify project tenant's, if applicable, HOME Program eligibility at least annually as required by HUD regulations.

V. The City of Las Vegas agrees, and shall require any subgrantee, to agree, that maximum rents charged shall not exceed those calculated by HUD per HOME Program regulations, and that the City of Las Vegas will supply tenants with written notice at least 45 days before implementing any rent increase.

IV. Financial Management.

A. The City of Las Vegas agrees, and shall require any subgrantee to agree, to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and its relevant attachments "A" through "O" excepting Section F.2(H) of OMB Circular A-110 which has been superseded by OMB Circular A-133; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

B. The City agrees to comply with the requirement of OMB Circular No. A-87

and the following requirements of 24 CFR part 85 apply to the participating jurisdictions, State recipients, and any governmental subrecipient receiving HOME funds: §§85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52.

C. The City of Las Vegas agrees, and shall require any subgrantee to agree, that all costs of any project receiving funds pursuant to this agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the project shall be thoroughly identified and readily accessible to NHD.

D. The City of Las Vegas agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the project will be provided upon request to NHD.

E. The City of Las Vegas agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the City requests HOME funds. As required by 92.504(c)(1)(vii).

F. The City of Las Vegas shall comply with the Single Audit Act and Circular A-133 and shall provide NHD with a copy of the complete audit report.

V. Modification or Revocation of Agreement.

A. NHD and the City of Las Vegas will amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal statutes or regulations.

B. In the event that any of the HOME Program funds for any reason are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement.

C. In accordance with 24 CFR 85.43, NHD may suspend or terminate this agreement if the City of Las Vegas fails to comply with any of its terms.

D. This agreement may be terminated at the convenience of NHD in accordance with 24 CFR 85.44.

E. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

VI. Certification.

The City of Las Vegas certifies that it will not contract services of any debarred, suspended or ineligible contractors or allow any of its members to contract services of any debarred, suspended or ineligible contractors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2013.

CITY OF LAS VEGAS

_____

Carolyn G. Goodman
Mayor

State of Nevada)
) ss
County of Clark)

On this _____ day of _____, 2013, before me, a Notary Public, personally appeared Carolyn G. Goodman, who did say that she is the Mayor of the City of Las Vegas named in the foregoing instrument, and acknowledged that he executed the same.

_____

Notary Public

ATTEST:

_____

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM ONLY

Robert S. Sylvain 12-9-13

Robert S. Sylvain Date
Deputy City Attorney

NEVADA HOUSING DIVISION

Bruce K. Johnson

Bruce K. Johnson
Administrator

State of Nevada)
) ss
County of Clark)

On this 27th day of November, 2013, before me, a Notary Public, personally appeared Bruce K. Johnson, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

_____

Notary Public

AMANDA DIAZ
Notary Public State of Nevada
No. 13-10102-1
My Appt. Exp. Feb. 14, 2017

APPROVED AS TO FORM ONLY

By: Christine Sullivan

Christine Sullivan
Legal Counsel to the Division

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership, FROM: 7 Eleven of Nevada Inc, TO: NEET, Inc dba 7 Eleven Food Store 22939E, 1624 South Decatur Boulevard, Lakha S. Wahla, Pres, Secy, Treas - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership. Previous business name was 7 Eleven Food Store 22939.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve a Non-Operational Tavern License for a Change of Ownership, FROM: Plaza Hotel & Casino LLC, TO: 899 Fremont, LLC dba 899 Fremont, LLC (Non-Operational), 899 Fremont Street, DTP LV LLC, Mgr [DTP RE LLC, Mmbr (Anthony Hsieh, Mmbr)], Downtown Las Vegas Management LLC, Mgr [Resort Gaming Group, LLC, Mgr (Andrew Donner, Mmbr)] - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Non-Operational Tavern License for a Change of Ownership. Previous business name was Western Hotel & Casino.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, Armco USA Corporation dba Brother's Pizzeria, 7121 West Craig Road, Suite 101, Aghasi Avetisyan, Pres, Secy, Treas, Dir - Ward 4 (Anthony)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval of the 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.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern Limited License, 115 7th Street, LLC dba Club Azul, 115 7th Street, DTP LV LLC, Mgr [DTP RE LLC, Mmbr, DTP MGMT LLC, Mgr (Anthony Hsieh, Mmbr)], Downtown Las Vegas Management LLC, Mgr [Resort Gaming Group, LLC, Mgr (Andrew Donner, Mmbr)] - Ward 3 (Coffin)

Fiscal Impact

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

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

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

1. May not be sold or transferred to a third party, which includes any change of ownership or change of principal.
2. May not be transferred to a new location unless the location is with the district to which the license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.
3. Tavern Limited Qualifier: The establishment must provide approved entertainment at least two nights per week.
4. No one under the age of 21 allowed on the premises under this license activity.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern Limited License, Inspire Bar LLC dba Inspire Theater, 107 South Las Vegas Boulevard, Future Restaurant Group, Mgr [Michael Cornthwaite, Pres, Treas, Secy, Dir], DTP Small Business, LLC, Mgr [DTP SB MGMT, LLC, Mgr, Anthony Hsieh, Mgr] - Ward 3 (Coffin)

Fiscal Impact

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

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

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

1. May not be sold or transferred to a third party, which includes any change of ownership or change of principal.
2. May not be transferred to a new location unless the location is with the district to which the license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.
3. Tavern Limited Qualifier: The establishment must provide approved entertainment at least two nights per week.
4. Business must maintain a current certificate of occupancy.
5. Business must be in compliance with all Fire and Building & Safety code requirements.
6. Business must be in compliance with NRS 202.30 and 202.060 at all times.
7. Minors only allowed in dining room area and only while consuming a meal.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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: Mimi's Café a Nevada Corporation, TO: SWH Mimi's Café dba Mimi's Café, 1121 South Fort Apache Road, Bridor, Inc., Owner, SWH Mimi's Café Holding Company, Inc [Claude Bergeron, CO CEO, Mgr, Harry J. Martin Jr., VP, Secy, General Counsel, Mgr, Michael Clock, CFO, VP, Treas, Mgr, Philip L. Costner, Pres, Mgr], LDA Holding Company, Inc., - 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 the extension of the temporary license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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: Mimi's Café a Nevada Corporation, TO: SWH Mimi's Café dba Mimi's Café, 6760 North Durango Drive, Suite D, Bridor, Inc., Owner, SWH Mimi's Café Holding Company, Inc [Claude Bergeron, CO CEO, Mgr, Harry J. Martin Jr., VP, Secy, General Counsel, Mgr, Michael Clock, CFO, VP, Treas, Mgr, Philip L. Costner, Pres, Mgr], LDA Holding Company, Inc., - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, Eat Here LV LLC dba MTO Café, 500 South Main Street, Matthew Pride Moore, Mgr, Benjamin John Sabouri, Mgr, Jeffrey Paul Carpoff, Mmbr, Paulette Carpoff, Mmbr, Narges Afshari Sarabi, Mmbr, Phigdy Holdings, Mmbr [Stephen Thomas Moore, Mmbr, Mgr, Carolyn Leveque, Mmbr, Blackford Holdings, Mmbr [Matthew Pride Moore, Mmbr, Mgr] - Ward 3 (Coffin)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval of the 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: UNDEFINED NAN, NAN

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

SUBJECT:
For possible action to approve a Package Alcohol License, Smart & Final Stores LLC dba Smart & Final, 2305 East Bonanza Road, Smart & Final, LLC [Donald G Alvarado, SVP, Secy, Mgr, Richard N. Phegley, SVP, CFO, Mgr, David G, Hirtz, Pres] - 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 Package Alcohol License.

RECOMMENDATION:
Recommend approval subject to the provisions of the City of Las Vegas Fire code and the following condition:

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership, FROM: CStore 2, LLC, TO: Eastern 95 LLC dba Star Mart, 400 North Eastern Avenue, Ray Koroghli, Managing Mmbr - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership. Previous business name was A Js Mini Mart.

RECOMMENDATION:
Recommend approval of the 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.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership, FROM: CStore 1, LLC, TO: Rainbow Rancho LLC dba Star Mart, 5001 North Rainbow Boulevard, Ray Koroghli, Managing Mmbr - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership. Previous business name was A Js Mini Mart.

RECOMMENDATION:
Recommend approval of the 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: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern Limited License for a Change of Ownership, FROM: Las Palmas Entertainment Inc., TO: Viva Las Vegas Themed Weddings, Inc. dba Viva Las Vegas Event Center, 1201 South Las Vegas Boulevard, Suite 110, Ronald Pokrywka, Pres, William Dick, Secy, Treas - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Tavern Limited License for a Change of Ownership. Previous business name and location was 2100 Club at 2100 Fremont Street.

RECOMMENDATION:
Recommend approval of the 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. Tavern Limited Qualifier: The establishment must provide approved entertainment at least two nights per week.
2. No one under the age of 21 allowed on the premises under this license activity.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve a Tavern License for a Change of Ownership, FROM: Mar Lar Char Inc, TO: Mar Lar Char Inc dba The Triple Play, 1875 South Decatur Boulevard, Charles Pape, Dir, Pres, Marlin Werner, Secy, Treas, Pape Trust, Owner [Charles Pape, Trustee], Werner Trust, Owner [Marlin Werner, Trustee], Jackpot Joanies T P LLC, Owner [Ronald W. Winchell, Mng Mmbr] - 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 Tavern License for a Change of Ownership.

RECOMMENDATION:
Recommend approval subject to the provisions of the City of Las Vegas Planning and Fire codes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve a New Non-Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Mar Lar Char Inc dba The Triple Play, 1875 South Decatur Boulevard, Charles Pape, Dir, Pres, Marlin Werner, Secy, Treas, Pape Trust, Owner [Charles Pape, Trustee], Werner Trust, Owner [Marlin Werner, Trustee], Jackpot Joanies T P LLC, Owner [Ronald W. Winchell, Mng Mmbr] - 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 New Non-Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission and the provisions of the City of Las Vegas Planning and Fire codes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Massage Establishment License, Innovative Healing, LLC dba Innovative Healing, LLC, 7085 West Ann Road, Suite 130, Tiffany Jean Tobin, Managing Mmbr, Elizabeth Grace Belcher, Managing Mmbr - Ward 4 (Anthony)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval of the 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 condition:
1. Massage activity area limited to no more than 260 square feet.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve an Extension of a Temporary Massage Establishment License, Ivy Garcia dba Vegas Massage Studio, 9061 West Sahara Avenue, Suite 104, Ivy Paulette Garcia, Owner - 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 Massage Establishment License.

RECOMMENDATION:
Recommend approval of the 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 condition:

1. The business shall be open Monday thru Thursday 9:00 a.m. to 6:00 p.m., Friday 10:00 a.m. to 8:00 p.m., Saturday 8:00 a.m. to 6:00 p.m. and Sunday 9:00 a.m. to 3:00 p.m.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:

For possible action to approve Third Supplemental Interlocal Contract LAS05J10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2014 for the construction of the Oakey - Meadows Storm Drain, Phase II project (located along Charleston Boulevard from Hinson Street to Decatur Boulevard) - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The CCRFCD entered into an interlocal contract and supplemental interlocal contracts with the City to provide funding for construction of the Oakey - Meadows Storm Drain, Phase II project. This Third Supplemental Interlocal Contract will extend the project completion date from December 31, 2013 to December 31, 2014. Additional time is required to complete the project closeout. The CCRFCD approved this contract at their November 14, 2013 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Supplemental Interlocal Contract LAS05J10

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
OAKEY MEADOWS STORM DRAIN – PHASE II

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of November, 2013 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally is identified in the 2013 Master Plan Update, as facilities MEOK 0070, MEOK 0079, MEOK 0091 and MEOK 0110 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated April 8, 2010, First Supplemental Interlocal Contract dated March 8, 2012 and Second Supplemental Interlocal Contract dated November 8, 2012 were entered into between the CITY and the DISTRICT; and

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

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

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

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2014. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated April 8, 2010, First Supplemental Interlocal Contract dated March 8, 2012 and Second Supplemental Interlocal Contract dated November 8, 2012 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/3/13
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

November 14, 2013

Regional Flood Control District

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

Attest

By: Alan Tavares
Secretary to the Board

Approved as to Form

By: Christopher Figgins
Christopher Figgins Date
Chief Deputy District Attorney

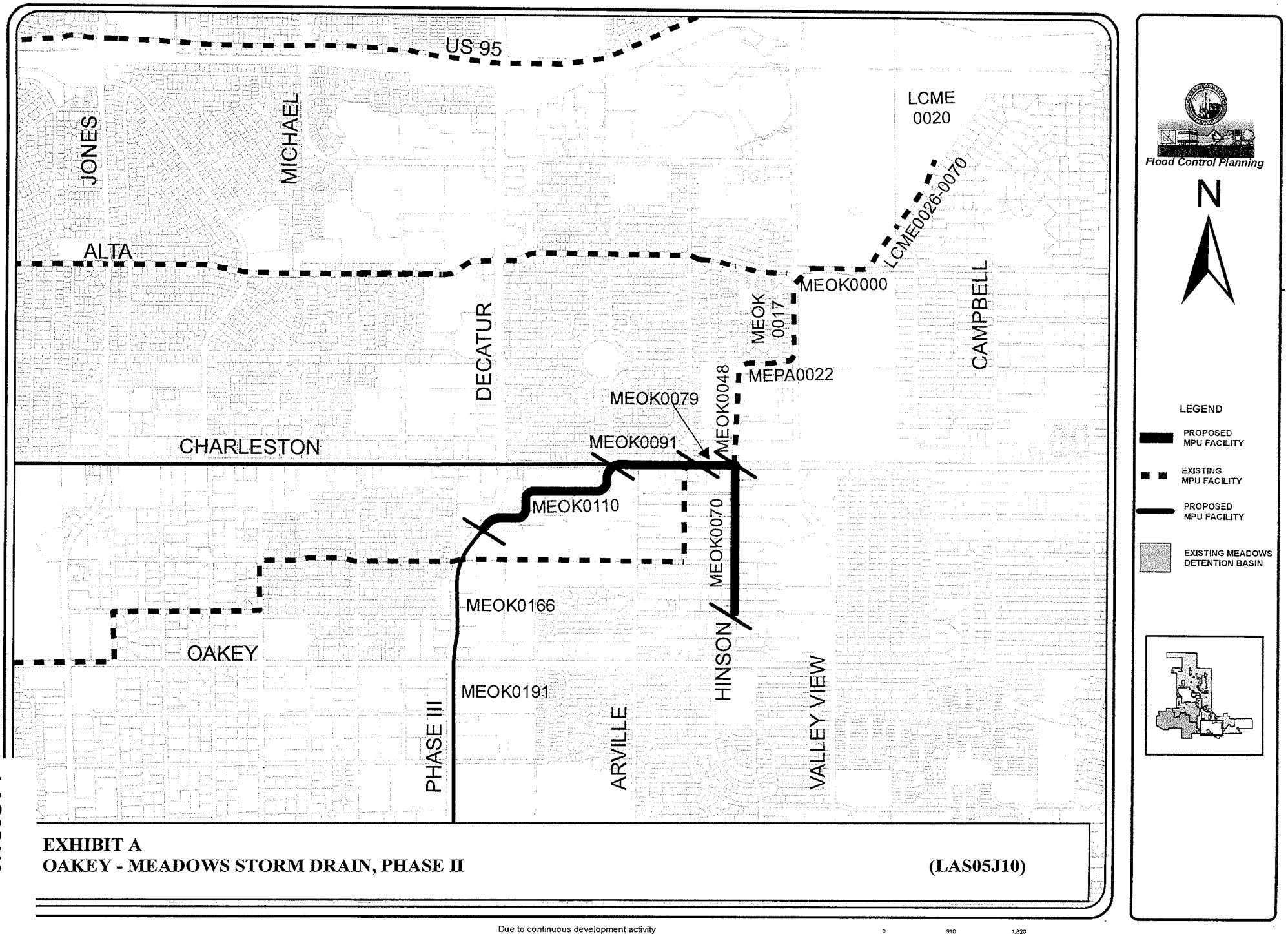


EXHIBIT A
OAKEY - MEADOWS STORM DRAIN, PHASE II **(LAS05J10)**

LAS05J10

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

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Feet

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve Fifth Supplemental Interlocal Contract LAS09Y09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2014 for the engineering design of the Oakey Drain - Cahlan Drive to Barnard Drive project - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The CCRFCD entered into an interlocal contract and supplemental interlocal contracts with the City to provide funding for construction of the Oakey Drain - Cahlan Drive to Barnard Drive project. This Fifth Supplemental Interlocal Contract will extend the project completion date from December 31, 2013 to December 31, 2014. Additional time is required to complete the project closeout. The CCRFCD approved this contract at their November 14, 2013 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fifth Supplemental Interlocal Contract LAS09Y09

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT

OAKEY DRAIN – CAHLAN DRIVE TO BARNARD DRIVE

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of November, 2013 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Numbers FWOK0076 and FWOK0100, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated December 10, 2009, the First Supplemental Interlocal Contract dated December 9, 2010, the Second Supplemental Interlocal Contract dated February 9, 2012, the Third Supplemental Interlocal Contract dated October 11, 2012 and the Fourth Supplemental Interlocal Contract dated January 10, 2013 were entered into between the CITY and the DISTRICT; and

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

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

SECTION III – GENERAL, paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2014. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of this Interlocal Contract dated December 10, 2009 and First Supplemental Interlocal Contract dated December 9, 2010, the Second Supplemental Interlocal Contract dated February 9, 2012, the Third Supplemental Interlocal Contract dated October 11, 2012 and the Fourth Supplemental Interlocal Contract dated January 10, 2013 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fifth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/3/13
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

November 14, 2013

Regional Flood Control District

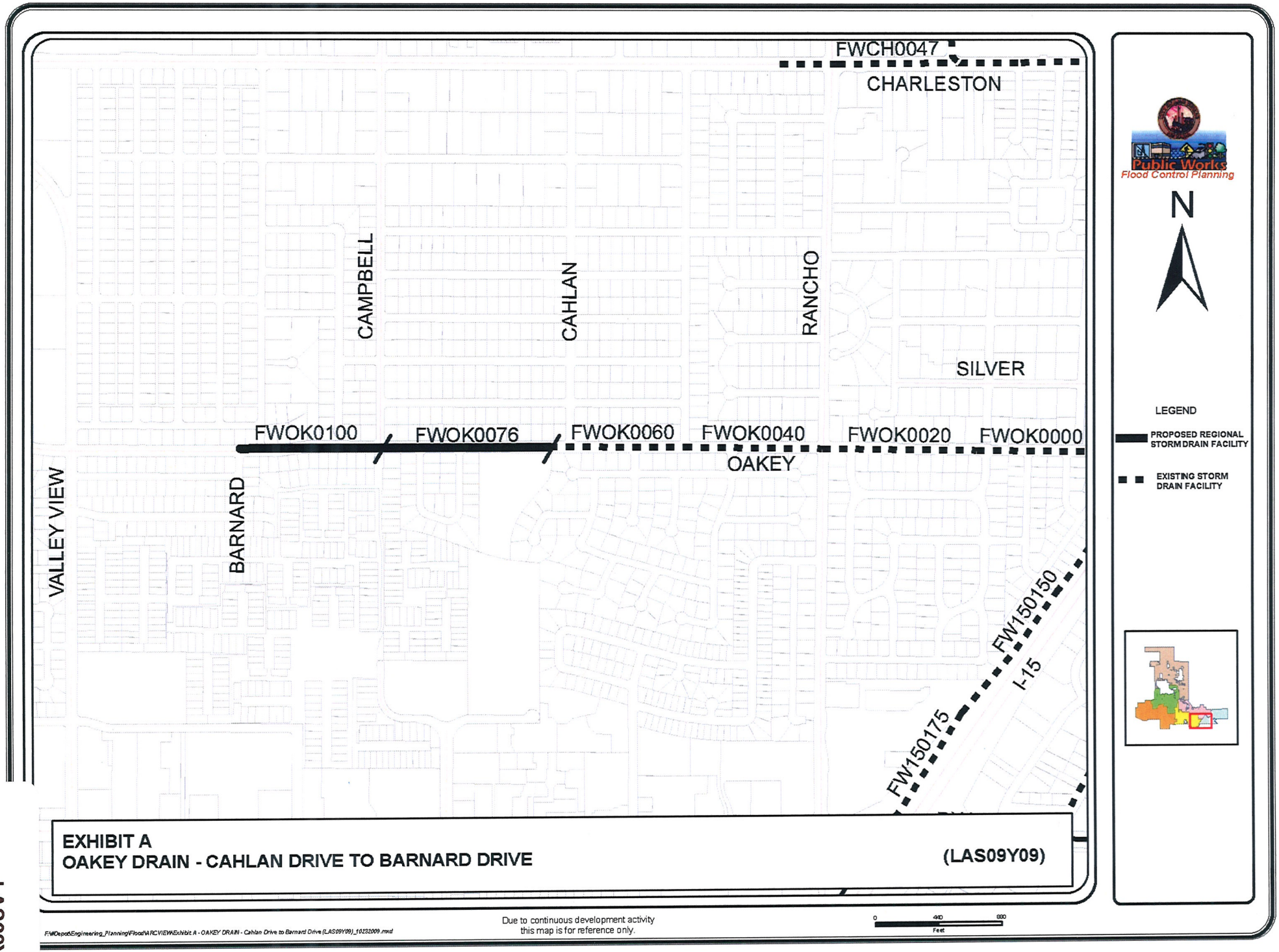
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Alan Uriarte
Secretary to the Board

Approved as to Form

By: 11/14/13
Christopher Figgins Date
Chief Deputy District Attorney


FWCH0047
CHARLESTON
CAMPBELL
CAHLAN
RANCHO
SILVER
FWOK0100
FWOK0076
FWOK0060
FWOK0040
FWOK0020
FWOK0000
OAKEY
VALLEY VIEW
BARNARD
FW150150
I-15
FW150175
N
Public Works
Flood Control Planning
LEGEND
PROPOSED REGIONAL STORM DRAIN FACILITY
EXISTING STORM DRAIN FACILITY
EXHIBIT A
OAKEY DRAIN - CAHLAN DRIVE TO BARNARD DRIVE
(LAS09Y09)
F:\WDepot\Engineering_Planning\Flood\VARCVIEW\Exhibit A - OAKEY DRAIN - Cahlan Drive to Barnard Drive (LAS09Y09)_10232009.mxd
Due to continuous development activity this map is for reference only.
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LAS09Y09

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve Fourth Supplemental Interlocal Contract LAS22M09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2014 for the construction of the Las Vegas Wash - Rainbow Boulevard (Elkhorn Road to Grand Teton Drive) project - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The CCRFCD entered into an interlocal contract and supplemental interlocal contracts with the City to provide funding for construction of the Las Vegas Wash - Rainbow Boulevard (Elkhorn Road to Grand Teton Drive) project. This Fourth Supplemental Interlocal Contract will extend the project completion date from December 31, 2013 to December 31, 2014. Additional time is required to complete the project closeout. The CCRFCD approved this contract at their November 14, 2013 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract LAS22M09

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

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

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of November, 2013 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Structure Numbers LVMD 2525, LVMD 2550, LVMD 2574 and LVMD 2599 hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated June 11, 2009, the First Supplemental Interlocal Contract dated January 14, 2010, the Second Supplemental Interlocal Contract dated December 13, 2012 and the Third Supplemental Interlocal Contract dated June 13, 2013 were entered into between the DISTRICT and the CITY; and

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

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

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

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2014. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

///

///

The remainder of the original Interlocal Contract dated June 11, 2009, the First Supplemental Interlocal Contract dated January 14, 2010, the Second Supplemental Interlocal Contract dated December 13, 2012 and the Third Supplemental Interlocal Contract dated June 13, 2013 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/3/13
Deputy City Attorney Date

Date of District Action

November 14, 2013

Regional Flood Control District

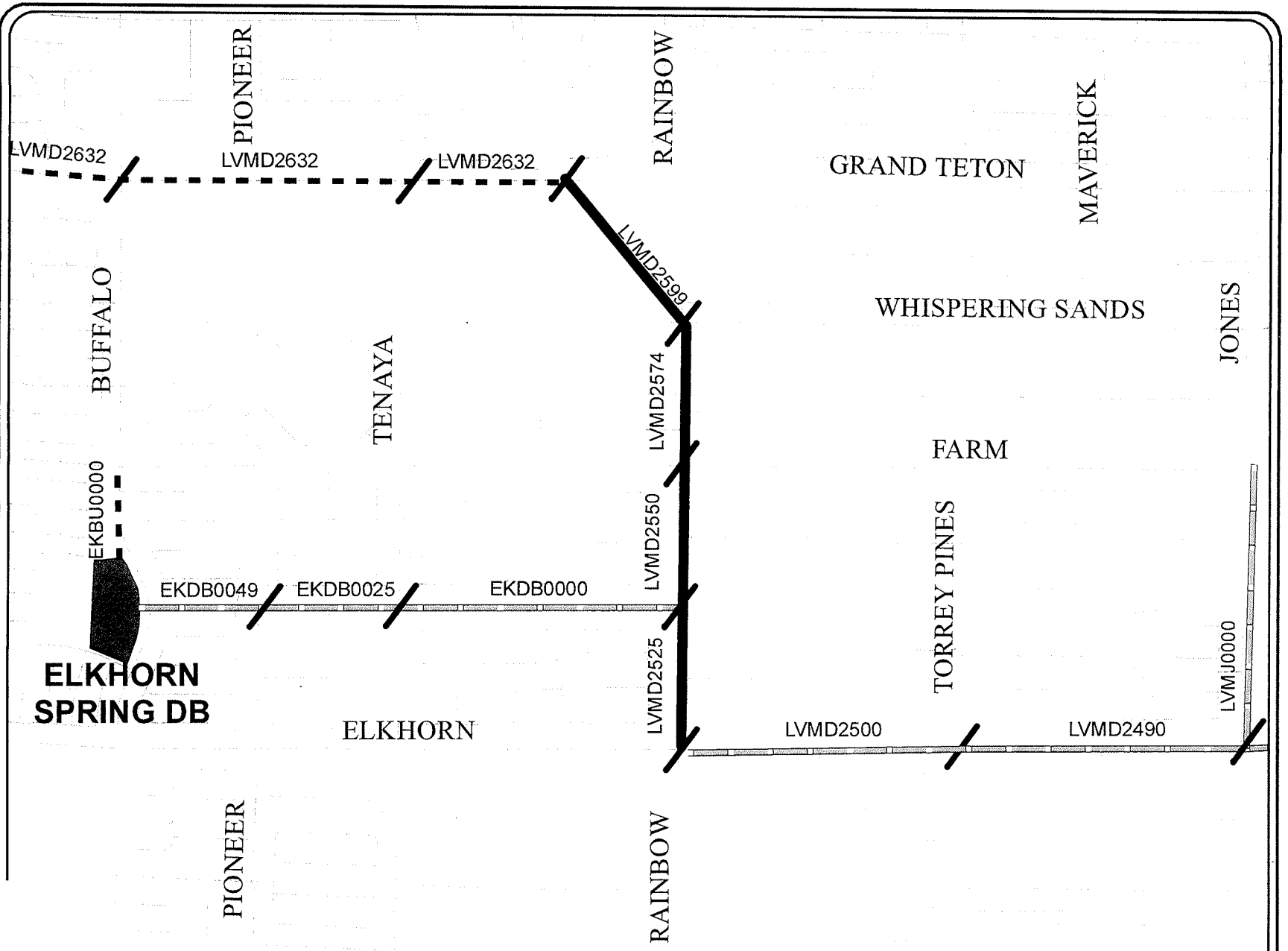
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Allan Ulrich
Secretary to the Board

Approved as to Form

By: Christopher Figgins 11/18/13
Christopher Figgins Date
Chief Deputy District Attorney



Flood Control Planning

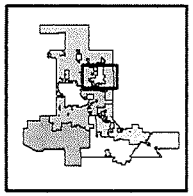
N

LEGEND

EXISTING CCRFCD FACILITY

FUTURE CCRFCD FACILITY

PROPOSED CCRFCD FACILITY



LAS22M09

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

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

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

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City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
For possible action to approve Interlocal Agreement No. 114408 between the Las Vegas Valley Water District and the City of Las Vegas for water commitment service to be provided for the Rancho and Fort Apache Storm Drain project located along Echelon Point Drive between Fort Apache Road and Tee Pee Lane ($18,479 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $18,479
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas will be entering the construction phase for the Rancho and Fort Apache Storm Drain project that will be from I-215 to Elkhorn Road. The utility improvements associated with this Interlocal Agreement will provide water service for the project landscaping along Echelon Point Drive.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement No. 114408

INTERLOCAL AGREEMENT FOR CITY OF LAS VEGAS RANCHO & FORT APACHE STORM DRAIN

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in storm drain improvements for the future "Fort Apache Detention Basin", and requires a 3/4" irrigation service for the real property generally located on the south side of Echelon Point Drive, west of Fort Apache Road, and further referenced as Clark County Assessor's Parcel Number 125-19-701-014, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a detention basin and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a detention basin, located on the south side of Echelon Point Drive, west of Fort Apache Road. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

CLV – RANCHO & FORT APACHE STORM DRAIN
Utility Plan

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

U. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the DISTRICT'S Service Rules, to refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto,and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the parties to create any right in or benefit to parties other than the District and the CITY. This Agreement does not create any third party beneficiary rights or causes of action

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 20_____.

APPROVED AS TO FORM:

Robert S. Sylvain 12-18-13
Deputy City Attorney (date)

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

CITY OF LAS VEGAS

BY: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

BY: _____
MARY BETH SCOW, President
Board of Directors

APPROVED:

Laura Fleischmann, Project Counsel, for
GREGORY J. WALCH, General Counsel

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
RESOLUTIONS:

R-1-2014 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and Banger Brewing Las Vegas, LLC, (Tenant/QSP Participant) located at 450 Fremont Street, Suite 135, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to Redevelopment Agency Item 8 (RA-3-2014)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to a RDA item regarding assisting Banger Brewing Las Vegas, LLC, (Tenant/QSP Participant) with the cost of code compliance and tenant improvements to the property located at 450 Fremont Street, Suite 135, APN 139-34-513-002 and 003. Approval will adopt findings that the QSP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-1-2014
2. Site Map

RESOLUTION NO. R-1-2014

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE QUICK START AGREEMENT ("QSP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND FAEC HOLDINGS WIRRULLA, LLC ("OWNER") AND BANGER BREWING LAS VEGAS, LLC ("QSP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-513-002 AND 139-34-513-003

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on September 19, 2012 the form for the Quick Start Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive , in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that

have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, BANGER BREWING LAS VEGAS, LLC (the "QSP PARTICIPANT") has a lease hold interest for real property and improvements located at 450 FREMONT STREET, SUITE 135, and which parcel is commonly known as APN 139-34-513-002 &139-34-513-003 (the "Site"); and

WHEREAS, BANGER BREWING LAS VEGAS, LLC (the "QSP PARTICIPANT") is the tenant of the real property located at 450 Fremont Street, Suite 135 and is undertaking certain code compliance and deferred maintenance improvements to the property or the redevelopment of an underdeveloped property in accordance with the Quick Start Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Quick Start Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to BANGER BREWING LAS VEGAS, LLC for making code compliance and deferred maintenance improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the " QSP PARTICIPANT" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2013.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

D. Ponticello 12/2/13
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2013, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and FAEC HOLDINGS WIRRULA, LLC ("OWNER") and BANGER BREWING LAS VEGAS, LLC ("TENANT & QSP PARTICIPANT").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the interior condition, the exterior physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Downtown Centennial Plan Quick Start Program (the "Quick Start") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, The Property is located within or is contiguous to the boundaries of the redevelopment area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and development costs associated with business licensing and permitting to a maximum of Fifty Thousand Dollars ($50,000) and the QSP Participant has provided a 100% matching cash contribution to the Agency's participation to ensure that the QSP Participant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and QSP Participant desires to participate in the Quick Start Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, 6th Floor, Las Vegas, Nevada, 89101. "Agency", as used in this

Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and QSP Participant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 3 " and by this reference is made a part hereof. The Agency hereby grants an amount not to exceed **Fifty Thousand ($50,000.00)** ("QSP Grant") for the Improvements to be completed by QSP Participant, as more particularly described in Attachment 3. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 60 days of execution of this Agreement by the Agency, QSP Participant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by QSP Participant and approved by Agency in accordance with the QSP Guidelines. QSP Participant shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the QSP Participant is unable to obtain (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Site Assessment Team shall meet with the Owner, or its' representative, and/or QSP Participant. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or QSP Participant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 7: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or QSP Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to QSP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the QSP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner and/or QSP Participant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The Owner and/or QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Owner and/or QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner and/or QSP Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or QSP Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and QSP Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner and/or

QSP Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner, QSP Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or QSP Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or QSP Participant agrees to return any and all Agency Funds heretofore paid to the Owner and/or QSP Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 13: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 14: 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.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner, QSP Participant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 17: CAPTIONS. 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.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " inclusive, 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 appropriate authorities of Agency and the Owner and/or QSP Participant 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 appropriate authorities of Agency and the Owner and/or QSP Participant.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2013 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2013.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

FAEC HOLDINGS WIRRULLA, LLC

By: _____
DHARMESH BHANA BHAI
"Managing Member"

APPROVED AS TO FORM:

_____ 12/2/13
Counsel to the Agency Date

Teresita Ponticello
Print Name

BANGER BREWING LAS VEGAS, LLC

By: _____
NICK FISCHELLA
"Manager"

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS (Property Owner)
ATTACHMENT " 4-A "	DISCLOSURE OF PRINCIPALS (QSP Participant)
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	PROPERTY OWNER CONSENT (If Necessary)

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

File No. 97-09-1629 RMG Policy No. A60-182395

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE (1):

A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AIR RIGHTS IN AND TO LOT 1 OF NEONOPOLIS, A COMMERCIAL SUBDIVISION, FILED IN BOOK 087 OF PLATS PAGE 035 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING FURTHER DESCRIBED AS FOLLOWS:

BLOCK 34 OF "CLARKS LAS VEGAS TOWNSITE" AS SHOWN ON PLAT BOOK 1, PAGE 37 LYING ABOVE THE VARIOUS LOT ELEVATIONS AS SHOWN ON THE RECORD OF SURVEY DESCRIBED BELOW AND A VARIABLE SLOPE ELEVATION IN THE SD (SERVICE DOCK) LOT FROM 2009.50 FEET TO 2007.20 FEET FOR CURBING, DRIVEWAY AND PLANTER AREAS TO MEET EXISTING GRADE ON OGDEN AVENUE, THE SAME AS DELINEATED ON A RECORD OF SURVEY FILED IN FILE 098 OF SURVEYS PAGE 0089 RECORDED ON NOVEMBER 30, 1998 IN BOOK 981130 AS DOCUMENT NO. 04693, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL TWO (2):

A PERPETUAL NONEXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE (1) ABOVE FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON THAT PORTION OF THE SUBTERRANEAN GARAGE PARCEL WHICH IS NOW OR HEREAFTER IMPROVED AS DRIVEWAYS, STAIRWAYS AND OTHER VEHICULAR AND PEDESTRIAN THOROUGHFARES; A PERPETUAL EXCLUSIVE RIGHT AND EASEMENT APPURTENANT TO PARCEL ONE (1) TO USE THE TOP DECK OF THE SUBTERRANEAN GARAGE AS THE FLOOR OF THE LOWER LEVEL OF PARCEL ONE (1); TO JOIN TO, TO OBTAIN SUBSTANTIAL LOAD BEARING SUPPORT FROM, TO PAINT, TILE OR OTHERWISE SURFACE, TO REMOVE SURFACING FROM, AND TO RESURFACE THE FLOOR, TO SUPPORT WIRING, UTILITIES AND FIXTURES OF ALL SORTS, TO RUN PIPES, LINES, WIRES, MAINS, DUCTS, CONDUITS, VENTS AND RELATED EQUIPMENT AND FACILITIES THROUGH THE FLOOR AND TO MAINTAIN AND REPAIR THE SURFACE OF THE FLOOR AS WELL AS EASEMENTS FOR LATERAL AND SUBJACENT SUPPORT FOR THE IMPROVEMENTS TO BE CONSTRUCTED ON PARCEL ONE (1), AND ALL OTHER EASEMENTS AS DESCRIBED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 30, 1998, IN BOOK 981130 AS DOCUMENT NO. 04695 OF OFFICIAL RECORDS.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Copy of Lease By and Between

FAEC Holdings Wirrulla, LLC (Landlord)

And

Lights Out, LLC (Tenant)

Is on file with the City of Las Vegas – Economic and Urban Development Department

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Mechanical, Electrical & Plumbing	$68,000.00
2. Fire Sprinkler Upgrade	$17,000.00
3. Structural Improvements	$25,000.00
4. Interior Tenant Improvements	$33,000.00
5. Exterior Improvements	$21,600.00
6. Soft Costs	$37,000.00
TOTAL ESTIMATED PROJECT COSTS	$201,600.00

Development/Permitting Costs	
1. Sewer Connection Fees	$22,000.00
2. Plans/Permit Fees	$8,000.00
Estimated QSP Grant	$50,000.00

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name FAEC HOLDINGS (NEVADA), LLC

Mailing Address 450 FREMONT ST. #285

Business Phone 702-232-~~5333~~ 5339 (Lorraine Kuzihara)

Tax ID or Social Security Number NV BUSINESS ID NV20061051034

Ownership Interest

Estate in Severalty_____ Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
DHARMESH BHANABHAI	450 FREMONT ST. #285	702-232-8513
MANAGING MEMBER		(Lorraine Kuzihara)

Additional Ownership/Principals

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:* none

Alternative Disclosure of Ownership/Principals

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document N/A

Date of Attached Document N/A

Number of pages N/A

Certificate of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 6/3/2013

State of Nevada }
County of Clark }

This instrument was acknowledged before me on Dharmesh M. Bhanabhai (date) by Liliana Lopez (name of person).

Notary Public: _____

Liliana Lopez
Notary Public
State of Nevada
My Commission Expires: 05-01-16
Certificate No: 12-7683-1

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Nick Fischella

Mailing Address 9268 Meranto Ave Las Vegas, Nv 89178

Business Phone 702-456-2239

Tax ID or Social Security Number 90-0902376

Type of Business

Sole Proprietor ____ Partnership ____ Limited Liability Company X Corporation ____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Lights Out LLC	9268 W. Meranto Ave	
	Las Vegas, Nv 89178	
Fat MD Banger	3540 W. Sahara Ave ste #353	
Brewing IG LLC	Las Vegas, Nv 89102	

Additional Ownership/Principals

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*:____

Alternative Disclosure of Ownership/Principals

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.
Signature _____

Date 6-6-13

State of Nevada }
County of Clark }

This instrument was acknowledged before me on June 6, 2013 (date) by Nick Fischella (name of person).

Notary Public: _____

MICHAEL WEISS
Notary Public, State of Nevada
Appointment No. 04-87911-1
My Appt. Expires Jan 30, 2017

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada }
} ss:
COUNTY OF Clark }

Please Print Legibly

I, Nick Fisobelle, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Borgo Brewing Las Vegas, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 450 Fremont St. Ste #135 ("Site"), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on TBD.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

   Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☐ or

   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ☒ or,

   d. The improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. NF (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. NF (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. NF (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. NF (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 6th day of June, 2013.

Authorized Signature: [signature]

SIGNED AND SWORN TO before me this 6th day of June, 2013, by Nick Fischella.

NOTARY PUBLIC [signature]

My Commission Expires: January 30, 2017

MICHAEL WEISS
Notary Public, State of Nevada
Appointment No. 04-87911-1
My Appt. Expires Jan 30, 2017

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, DHARMESH BHANABHAI, owner and/or authorized representative of APN# 139-34-513-002-003 also commonly known as Neonopolis (the "Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") **and** consent to the participation in the Quick Start Program which are to be undertaken by Lights Out, LLC, the tenant and/or business owner on the Property. I further consent and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the Quick Start Program.

~~Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a period of five years to ensure that the Property, including the building and its improvements are not demolished by the current or a new property owner. The current property owner and/or business owner will have the option to repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to sign an agreement and any related documents to effectuate the restrictive covenant.~~

DATED this 3rd day of June, 2013.

Property Owner Name: DHARMESH BHANABHAI

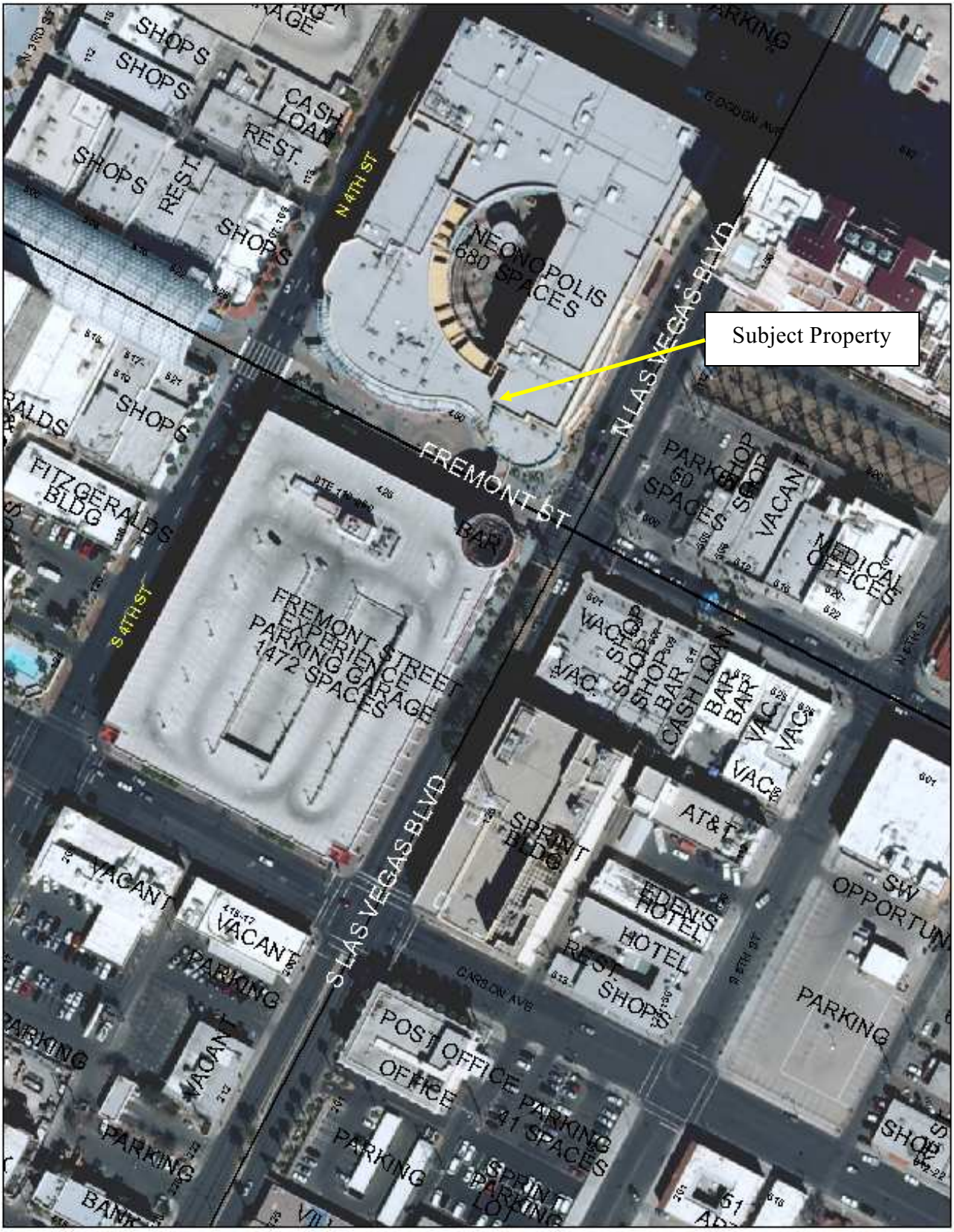
Authorized Representative: _____

SIGNED AND SWORN TO before me this 3rd day of June, 2013, by Liliana Lopez

NOTARY PUBLIC _____
My Commission Expires:

Liliana Lopez
Notary Public
State of Nevada
My Commission Expires: 05-01-16
Certificate No: 12-7683-1

SITE MAP – Banger Brewing
(450 Fremont Street, Suite 135)



City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
ADMINISTRATIVE:

Report from staff and UNLV students regarding the KEEN (Keeping Everyone's Eyes on the Neighborhood) Technology Initiative

Fiscal Impact

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

PURPOSE/BACKGROUND:
Provide a report to inform the City Council regarding the KEEN Technology Initiative. The KEEN Technology Initiative is intended to bridge the technology learning gap between the 800 magnet school students at Clark High School and the 2,200 neighborhood students through an after school student-teaching-student pilot program.

RECOMMENDATION:
Report only, no action required

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the First Amendment to Exclusive Negotiation Agreement by and between City Parkway V, Inc., Office District Parking I, Inc., the City of Las Vegas, Nevada and LV Entertainment Development, LLC, for the exclusive rights to develop parcels located northeast of the intersection of Bonneville Avenue and Grand Central Parkway, Multiple APNs - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The First Amendment to Exclusive Negotiation Agreement (Amendment) extends the term of exclusivity for LV Entertainment Development, LLC, (Developer and an affiliate of the Cordish Companies). APNs 139-34-110-007, -008 and a portion of APNs 139-34-110-009, -010 and 139-34-211-002.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. First Amendment to Exclusive Negotiation Agreement

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: CITY MANAGER
ITEM DESCRIPTION: First Amendment to Exclusive Negotiation Agreement by and between City Parkway V, Inc., Office District Parking I, Inc. the City of Las Vegas, Nevada, and LV Entertainment Development, LLC

- This First Amendment to Exclusive Negotiation Agreement (Amendment) extends the exclusive negotiation rights for LV Entertainment Development, LLC (Developer and affiliate of the Cordish Companies) on Parcels D, E, F, O-1, and O-2 in Symphony Park (Site) for the development of an Arena and a Live District (Project) on the Site.

- Under the Amendment, the City Parkway V, Inc. (CPVI), Office District Parking I, Inc. (ODP) (collectively CPVI and ODP are collectively referred to as CPV), and the City of Las Vegas (the City) agree to extend the term for the Developer's exclusivity for the Project to June 1, 2014 (Extended Term).

- During the Extended Term, CPV, the City and Developer (the Parties) shall enter into negotiations for the execution of the Disposition and Development Agreement (DDA) between the Parties for the development, ownership, and operation of the Arena and Live District. In addition, the Parties agree that the DDA may address the development of a Casino Resort within the City of Las Vegas, but not on the Site.

- The City previously funded a $2.4 million escrow account for the Developer's planning and development expenses relative to determining the feasibility of the Project (Planning Fund). The Planning Fund has a balance of $1.2 million and Developer has agreed to use a maximum of $300,000 of these funds during the Extended Term to pay for the following:

    - A report of a third party (consultant), acceptable to CPV, indicating that the Arena can be built within the projected costs identified in Exhibit A, which is capped at $100,000;.

    - An investment grade feasibility study that supports the financing for the Arena; and

    - An updated pro forma for the development, financing and operation of the Live District.

- The balance of the Planning Fund shall be paid (1) to the development of the Project if the Developer and the City reach agreement on the terms of a DDA; or (2) to the Developer if the ENA expires and the parties to not reach agreement on terms of a DDA.

- Developer and CPV agree and acknowledge that (i) the ENA and this Amendment create no obligation on any Party to enter into the DDA or any other agreement related or concerning the Site, the Project and/or a Casino Resort, (ii) the decision to enter into a DDA and/or a DDA or any other agreement among or between any of the Parties will be at each Party's respective sole and absolute discretion and (iii) the discretionary approval of the Las Vegas City Council will be required for CPV and/or the City to enter into any DDA, DDA or other agreement relating to the Site or the development of the Project.

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (this "Amendment") is entered into as of the _____ day of _____, 2014 ("Effective Date") by and between City Parkway V, Inc., a Nevada nonprofit corporation ("CPVI"), Office District Parking I, Inc., a Nevada nonprofit corporation ("ODP") (CPVI and ODP are collectively referred to herein as "CPV"), the City of Las Vegas, Nevada, a political subdivision of the State of Nevada (the "City"), and LV Entertainment Development, LLC, a Maryland limited liability company ("Developer"), on the terms and provisions set forth below. CPV, the City and Developer are individually or collectively referred to herein as "Party" or "Parties."

WHEREAS:

A. The Parties entered into that certain Exclusive Negotiation Agreement dated November 17, 2010 (the "ENA") whereby the Parties agreed to explore the feasibility of the development of an Arena and Live District on the Site.

B. The Term of the ENA currently expires on January 30, 2014 and the parties mutually desire to extend the Term.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the Parties do hereby agree as follows:

1. Definitions. All capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the ENA. The following terms shall have the following meanings:

"DDA" means a Disposition and Development Agreement between CPV, City, Developer and any other necessary parties for the development of the Arena and Live District on the Site.

"Casino Resort" means a casino with an unrestricted gaming license having at least 200 hotel rooms.

"Extended Term" means that period of time from the Effective Date until June 1, 2014.

"Project" means an Arena and a Live District.

2. Extended Term. The Parties agree that the Term is hereby extended for the Extended Term and the Term and the Extended Term shall both automatically expire on the last day of the Extended Term.

3. Negotiations of DDA.

(a) During the Extended Term, the Parties shall enter into negotiations for the execution of the DDA between the Parties for the development, ownership, and operation of the Arena and Live District. Subject to the provisions of Section 3 (d) hereof, the Parties agree the DDA would contain provisions regarding the Arena similar to those set forth on Exhibit "A" hereto. In addition, the Parties agree that the DDA may address the development of a Casino Resort within the City of Las Vegas, but not on the Site.

(b) Developer agrees to provide CPV with the following reports and studies ("Consultant Reports") by no later than June 1, 2014 which shall be paid from the Planning Fund as set forth in Section 4 below:

(i) A report of a third party reasonably acceptable to CPV indicating that the Arena can be constructed for the projected costs of the Arena as set forth on Exhibit "A" and for the costs of the Live District as set forth in paragraph b(iii) below. Such report shall also include a plan and estimate for the environmental remediation of the of Site for the Project;

(ii) An investment grade feasibility study that supports the financing for the Arena; and

(iii) An updated pro forma for the development, financing and operation of the Live District, including sources and uses of funds.

(c) Developer shall negotiate price and fees for the services of an independent consultant to represent CPV and the City to provide input and advice to CPV and City during the Extended Term regarding the Consultant Reports, financial review of the Consultant Reports, and other analysis directly relating to the feasibility of the Arena and Live District ("Consultant Services"), as agreed to in advance by City, CPV, and Developer. The scope of services, selection of such consultant and direction of work for the Consultant Services shall be reasonably determined and directed by CPV and the City. The costs for the Consultant Reports and Consultant Services shall be paid out of the Planning Fund. The Consultant Reports shall be subject to a total limit of $300,000 for all three items 3 (b) (i), (ii), and (iii) combined. The Consultant Services shall be subject to a $100,000 limit.

(d) Developer and CPV agree and acknowledge that (i) the ENA and this Amendment create no obligation on any Party to enter into the DDA or any other agreement related to or concerning the Site, the Project and/or a Casino Resort, (ii) the decision to enter into a DDA or any other agreement among or between any of the Parties will be at each Party's respective sole and absolute discretion and (iii) the discretionary approval of the Las Vegas City Council will be required for CPV and/or the City to enter into any DDA or other agreement relating to the Site or the development of the Project. By its execution of this Agreement, CPV is not committing itself to or agreeing to undertake disposition of land to Developer or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property or the exercise of control over property by Developer. In the event the Extended Term shall expire and the Parties have not entered into a DDA for any reason or no reason whatsoever, then this Amendment and the ENA shall automatically terminate and the Parties shall have no further obligations, rights or liabilities hereunder except as set forth

below in Section 4 or as expressly set forth in the ENA.

4. Planning Fund. The Parties hereby acknowledge that the Planning Fund has a remaining balance of $1,200,000. The Parties agree that in connection with the Planning Fund, and notwithstanding anything to the contrary contained in the ENA, that the Planning Fund shall be treated as follows:

(a) The Parties shall agree on a reasonable procedure for the disbursement of the Planning Fund to pay for the Consultant Reports and Consulting Services;

(b) In the event the Extended Term expires and the Parties do not enter in a DDA, the balance remaining in the Planning Fund shall be paid to Developer; or

(c) In the event the Parties do enter into a DDA and the development of the Project proceeds, the Parties agree that any balance in the Planning Fund shall be applied to the development of the Project.

5. Headings; Exhibits; Cross References. The headings and captions used in this Amendment are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Amendment. All exhibits attached to this Amendment and the Recitals at the front of this Amendment are incorporated herein. All references in this Amendment to Sections and exhibits shall be to Sections and Exhibits of or to this Amendment, unless otherwise specified.

6. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Amendment shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Amendment shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

7. No Third Party Beneficiaries. This Amendment is intended for the exclusive benefit of CPV, the City and Developer and their respective permitted assigns and is not intended

and shall not be construed as conferring any benefit on any third party or the general public.

8. Effect. This Amendment is intended by the Parties to be the final expression of their agreement with respect to the subject matter of this Amendment, and is intended as the complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Amendment. As such, this Amendment supersedes any and all prior understandings between the parties with respect to the subject matter of this Amendment, whether oral or written. Any amendments to this Amendment shall be in writing and shall be signed by both parties hereto. Except as expressly and specifically set forth in this Amendment, the ENA remains in full force and effect in all respects. Each Party acknowledges and agrees that all other Parties to the ENA are in full compliance with the terms of the ENA and that no defaults thereunder exist. In the event of any conflict between the terms and conditions of the ENA and this Amendment, this Amendment shall govern and control.

9. Counterpart Signatures; Facsimile Transmission. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Amendment may be accomplished by electronic transmission of this Amendment by email or facsimile. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

10. Intentionally Omitted.

11. Conflict of Interest; Disclosure of Principals.

(a) An official of CPV, who is authorized in such capacity and on behalf of CPV to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Amendment, payments under this Amendment, or work under this Amendment, shall not be directly or indirectly interested personally in this Amendment or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for CPV, who is authorized in such capacity and on behalf of CPV to exercise any legislative, executive, supervisory or other similar functions in connection with this Amendment, shall become directly or indirectly interested personally in this Amendment or in any part hereof, any material supply contract, subcontract,

insurance contract, or any other contract pertaining to this Amendment.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of CPV relating to this Amendment. Notwithstanding any other provision of this Amendment, if such interest becomes known, CPV may immediately terminate this Amendment for default or convenience, based on the culpability of the parties.

(c) Developer is required to make full disclosure to CPV of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Developer. Except as otherwise provided in Section 9(c) of the ENA, any significant change in the principals, associates, partners, joint venturers, development manager, and directly-involved managerial employees of Developer is subject to the approval of CPV which shall not be withheld or delayed in the commercially reasonable opinion of CPV. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners or members of Developer as well as all persons and entities holding more than 1% interest in Developer or any principal, partner or member of the same. Throughout the Term, Developer shall provide written notification of any material change in the above disclosure within 15 days of any such change.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date set forth beneath their respective signatures below.

CPV

CITY PARKWAY V, INC ., a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

DEVELOPER

LV Entertainment Development, LLC, a Maryland limited liability company,

By: Port Tolles
Name: Port Tolles
Title: Authorized Person

OFFICE DISTRICT PARKING I, INC., a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

CITY OF LAS VEGAS NEVADA

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

M. Ramchos Esq.
Date
1-13-13

Exhibit A
Term Sheet

1. Assumptions

The following is a list of assumptions on which this Term Sheet is based:

a. The costs related to the design and development of the Arena are estimated to total approximately $389,960,000. The total costs of the Arena are inclusive of prevailing wage requirement costs, infrastructure costs and environmental remediation necessary for the Site.

b. The City shall be responsible for providing a thirteen (13) acre parcel of land located in the Site in a condition and in a manner suitable for development and construction of the Arena, except that any environmental remediation, site grading or any other site preparation required to accommodate the Arena shall be part of the Arena project budget and costs.

c. The City or a City affiliate shall have fee simple title to the Arena Site and will have legal ownership or legal title to the Arena including all appurtenances contained therein.

d. The design, development, and construction of the Arena shall be subject to the prior written approval of the City, which shall not be unreasonably withheld or delayed.

e. Developer, or at the election of Developer, the Third Party and the City shall agree to enter into a thirty (30) year Arena Lease Agreement (with renewal and extension provisions) for use, management, and operation of the Arena. In exchange for the performance of management duties for the Arena, Developer shall receive a competitive and market based management fee for such management services.

f. In the event that Developer elects to engage a third (3^{rd}) party arena management company to perform the foregoing responsibilities ("Management Company"), then any agreement with the Management Company will be competitive and comparable to that of other similarly situated and recently constructed state-of-the-art arenas. In addition, Developer shall not enter into any agreement with the Management Company without the prior written approval of the City, which shall not be unreasonably withheld or delayed.

g. One of the primary goals of the City in the development of an Arena is to secure a commitment from a professional team playing in the National Hockey League or National Basketball Association. However, this goal is secondary to the financial performance of the Arena as it relates to the overall revenues generated by the Arena and repayment of any debt of the City related to the Arena. Therefore, in the event the City and/or its advisors determine that it is in the best interest of the City not to secure a professional team, then the Arena will be developed without a professional team.

2. Proposed Financing Plan

a. The City and Developer would proceed in connection with the financing, design, development, and construction of the Arena as follows:

b. City Contributions: The City would contribute an amount not to exceed $238,964,554 towards the Arena through the issuance of general obligations bonds backed by Arena revenues, Certificates of Participation ("COPS"), Special Improvement District Bonds and/or Tourism Improvement Bond ("City Cap"). The City would attempt, but does not guaranty, to fund its portion, through the sources described in subsections (i), (ii) and (iii) herein. The parties acknowledge that the proposed bond structure is subject to review and approval by the City's bond counsel, financial advisors, or other pertinent and required authorizing governmental agencies ("City's Bond Advisors") and would also subject to the approval of various other property owners in the vicinity of the Arena; therefore, the parties have contemplated the possibility that the City's Bond Advisors may require a different bond structure. Developer and its affiliates shall cooperate with City in complying with all securities laws and regulations in connection with issuing the bonds.

i. General Obligation Bond backed by Arena revenues or COPS – The Arena net revenues as further defined in Section 3, would be pledged towards repayment of the City Cap prior to any repayment to Developer or Third Party. The portion of the total City Cap to be supported by these pledged Arena net revenues is expected to be no greater than $187,100,000. This is expected to be the primary financial commitment from the City to the Arena given the manner in which the SID and TID bonds as well as the supporting Assessment District and Tourism Improvement District below would be created.

ii. Tax-Exempt Special Improvement District Bonds – The City would attempt to create a special assessment district ("Assessment District") encompassing (a) the businesses and casinos located on the Fremont Street Experience and (b) other business that would benefit from being in close proximity to the Arena. The amount of assessment would vary based on the business proximity to the Arena and type of business being assessed. The Assessment District would be formed as a Special Improvement District ("SID") under Nevada law. Businesses that receive a larger benefit from the Arena would be obligated to pay a higher assessment. When forecasted over a twenty-five (25) year period, the SID would fund approximately $51,864,554 in total project costs. The Assessment District contemplated by this section would be designed to generate sufficient revenue to be the sole revenue source to support repayment of this $51,864,554. Further, this revenue source shall be used consistent with State of Nevada law to fund infrastructure costs that are part of the total Arena project cost to include but not be limited to parking, environmental remediation, utilities, etc.

iii. Tourism Improvement District (TID) Star Bonds - The City in conjunction with Developer would create the TID under Nevada Law which will encompass the vicinity around the Project Site. The anticipated sales tax revenue to be generated is

estimated at $3.0 million. Any TID revenues generated would only be used as a supplemental revenue source to support repayment of the City Cap.

Any Arena DDA will contain a condition precedent to the party's respective obligations to proceed that an overall financing plan for the City's contributions be secured.

c. Developer's Contributions: Developer and/or Third Party shall contribute $150,995,000 towards the Arena Development ("Developer Contribution"). All project costs that exceed the project budget of $389,960,000 will be the responsibility of Developer and/or the Third Party.

3. Arena Net Operating Income Distribution and Operating Losses

a. The net operating income would initially be applied towards the repayment of the City Cap. To the extent that any excess revenues are available, Developer shall be paid the remaining balance of the net operating income as repayment of the Developer Contribution with a customary return thereon the be agreed by the parties.

b. Once both the City Cap and the Developer Contribution have been fully satisfied, the parties agree to the following split of the net operating income: City: 35% and Developer: 65%

c. Net Operating Losses: In the event that Arena operating income is ever insufficient to pay for all of the Arena operating expenses, either Developer, Third Party or the Management Company shall be fully liable to pay any Arena operating expenses that are in excess of Arena operating income.

EXHIBIT "B"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	**Contracting Entity**
	LV Entertainment Development, LLC, a Maryland limited liability company
Name	Blake Cordish
Address	601 E. Pratt Street 6th Floor Baltimore, MD 21202
Telephone	(410) 752-5444
EIN or DUNS	

Block 2	**Description**
	Extension of Exclusive Negotiating Agreement
RFP # N/A	

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ 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.	David S. Cordish	601 E. Pratt Street, 6th Floor, Baltimore, MD 21201	(410) 752-5444
2.	Blake L. Cordish	Same as above	Same as above
3.	Jonathon Cordish	Same as above	Same as above
4.	Reed Cordish	Same as above	Same as above
5.	Joseph S. Weinberg	Same as above	Same as above
6.	Charles F. Jacobs	Same as above	Same as above
7.	J. Port Telles	Same as above	Same as above
8.	Zed Smith	Same as above	Same as above
9.	Taylor Gray	Same as above	Same as above
10.	Chase Martin	Same as above	Same as above

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.

J. Port Telles

1-6-2014

Subscribed and sworn to before me this 06 day of JANUARY

14 C.E.

_____, 20~~13~~.

Notary Public

COREY SOLLIDAY
COMM #1879482
Notary Public-California
YOLO COUNTY
My Comm. Exp. FEB 6, 2014

[June 2000]

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
Discussion for possible action regarding a Memorandum of Understanding between the City of Las Vegas and the Las Vegas Global Economic Alliance (LVGEA) for promoting economic development within the City of Las Vegas (Not-to-Exceed $100,000 - Industrial Development Revenue Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $100,000
Funding Source: Industrial Development Revenue Fund
Dept./Division: Economic Development/ Business Development

PURPOSE/BACKGROUND:
The mission of the LVGEA is to grow the economy in Southern Nevada through connectivity, community development and aggressive business recruitment, retention and outreach. The Governor's Office of economic Development has designated LVGEA as the regional development authority for Southern Nevada. Partnering with the LVGEA will better enable the City of Las Vegas to grow its business base through business attraction, business retention and expansion, entrepreneurship and small business development.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Memorandum of Understanding between the City of Las Vegas and LVGEA
2. Certificate Disclosure of Ownership/Principals

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF LAS VEGAS AND

LAS VEGAS GLOBAL ECONOMIC ALLIANCE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated this _____ day of _____, 2014 by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City") and LAS VEGAS GLOBAL ECONOMIC ALLIANCE, a Nevada not-for-profit 501(c)6 private corporation organized in the State of Nevada ("LVGEA").

RECITALS

WHEREAS, LVGEA was created in 2013 with the purpose to help the residents in Southern Nevada thrive in a global economy by fostering a more prosperous, diverse and connected regional economy; and

WHEREAS, the mission of LVGEA is to grow the economy in Southern Nevada through connectivity, community development and aggressive business recruitment, retention and outgrowth; and

WHEREAS, the City, by and through its Economic and Urban Development Department ("EUD"), strives to create, coordinate and encourage new development and redevelopment throughout the city of Las Vegas; and

WHEREAS, the continuous work of EUD increases and diversifies the city's economy and creates jobs through business attraction, retention and expansion programs; and

WHEREAS, to further bolster the City's economic development and redevelopment efforts to promote the city of Las Vegas and the Southern Nevada region in a global economy, the City desires to retain LVGEA whose priorities focus on a regional approach to achieving sustainable economic development and growth in the Southern Nevada economy.

NOW, THEREFORE, in consideration of the mutual covenants hereinabove stated, City and LVGEA agree to the following:

A. SCOPE OF THIS AGREEMENT. City and LVGEA agree to enter into this MOU for the purpose of the City retaining the expertise and services of LVGEA to promote economic diversification and connected regional economy in Southern Nevada, including the city of Las Vegas.

B. TERM. The term of this MOU shall commence on _____, 201__ ("Commencement Date") and shall terminate on the third anniversary of the Commencement Date.

C. TERMINATION RIGHTS. Either party may terminate this MOU for any reason whatsoever by providing written notice of termination to the other party and such notice to be delivered no later than one hundred and twenty (120) days prior to July 1st of each fiscal year.

D. RESPONSIBILITIES OF LVGEA.

1. Administrative
   a. Throughout the term of this MOU, LVGEA shall maintain its status granted by the State of Nevada Governor's Office of Economic Development ("GOED") as the Regional Development Authority for the geography covering the Las Vegas Metropolitan Statistical Area, which includes the city of Las Vegas.

   b. LVGEA shall participate in the monthly Economic Development Advisory Group meetings with the City and other invited economic development partners to ensure coordination of services.

   c. LVGEA agrees to prepare incentive applications to GOED on behalf of the City's business prospects who meet the GOED criteria for approval.

   d. LVGEA agrees to provide one seat [position] for the Las Vegas City Manager in the LVGEA Chief Executive Officer (CEO) Circle.

2. Joint Marketing
   a. As part of LVGEA's marketing of the Las Vegas Metropolitan Statistical Area for economic development, LVGEA shall use good faith efforts to include the City's economic development assets in all areas of marketing, including social media outlets. The City's assets include, but are not limited to, the assets and economic development projects listed in the Comprehensive Economic Development Strategy ("CEDS") and in the Las Vegas Economic Development Investment Strategy.

   b. LVGEA shall invite the City to join LVGEA in all appropriate outward trade missions, conventions and direct client visits.

   c. LVGEA agrees to provide the City with a convention and trade mission schedule on an annual basis (with quarterly updates as needed) to coordinate industry marketing and to leverage economic development business attraction personnel to the greatest extent feasible.

   d. LVGEA shall invite the City to participate in appropriate familiarization tours with site selection consultants.

3. Foreign Direct Investment (FDI) and International Diplomatic Relations
   a. LVGEA will serve as the lead agency for the City and other economic development partners for relations dealing with foreign diplomatic officials, including, but not limited to, consular generals.

b. On an annual basis, LVGEA shall use an amount not exceeding Fifteen Thousand Dollars ($15,000.00) of the City's annual commitment, as described in Section E.1, to offset the costs and expenses for FDI and other necessary and related international diplomatic relations.

4. Business Retention and Expansion
   a. LVGEA shall establish and implement a regional business retention and expansion program.

   b. LVGEA shall share business intelligence information development for companies currently located within the city of Las Vegas (the "resident companies").

   c. LVGEA shall work with City staff to help determine which resident companies to receive prioritization with site visitation and business assistance. Factors to consider for prioritization include the following: resident companies which are the largest employers and gazelle companies experiencing high growth, among other factors for consideration.

   d. LVGEA shall coordinate the sharing of information obtained for the City's resident companies through a Customer Relationship Management software system ("CRM System") (e.g., Executive Pulse).

5. Entrepreneurship and Small Business Development
   a. Through the partnership with the City and the Las Vegas Chamber of Commerce, LVGEA shall support local entrepreneurship and startup activity, including the City's entrepreneurship assets, such as, Downtown Projects, Vegas Tech Fund, Las Vegas Chamber of Commerce Jumpstart Las Vegas, Work in Progress.
   b. LVGEA shall maintain a database of local angel investors an angel networks [need definition of terms], seed capital companies and venture capital companies with an investment presence in Las Vegas.

6. Performance Reports
   a. LVGEA agrees to provide to City a report of its performance goals for the upcoming fiscal year no later than one hundred twenty (120) days prior to the start of LVGEA's fiscal year [what is LVGEA's fiscal year?].

   b. LVGEA agrees to provide to City current "real time" information for joint business attraction, retention and expansion clients through the common CRM System.

   c. LVGEA shall provide, or make available for review, its audited financial statements to the City.

E. RESPONSIBILITIES OF CITY.

1. City agrees to pay LVGEA an annual amount of One Hundred Thousand Dollars ($100,000) to be paid in quarterly payments. LVGEA shall invoice the City the first (1st) day of each February, May, August and November throughout the term of this MOU and upon receipt of invoice, City shall make payment no later than thirty (30) days thereof.

2. City shall participate in the monthly Economic Development Authority Advisory Group meetings with LVGEA and other invited economic development partners to ensure coordination of services and to minimize duplication of efforts.

3. With the exception of a business contact who is under a non-disclosure agreement with the City, the City agrees to provide the following information through the CRM System:

   a. Businesses contacted, including company capital investment, number of employees, employee payroll and timeline for site selection decision. If acceptable to a business contact subject to a non-disclosure agreement, the business information may be provided with any proprietary names or information shielded.

   b. Business site visits for those businesses visited by C-level executive or site selection consultants.

   c. Positive location decisions

   d. Negative location decisions

   e. Business expansions.

F. MISCELLANEOUS

1. Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made (and effective) if served personally, delivered by a nationally recognized overnight courier service, or faxed and deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the following addresses:

If to City: William Arent, Director
Economic and Urban Development
City of Las Vegas, Nevada
495 S. Main Street, 6th Street
Las Vegas, Nevada 89101

If to LVGEA: Jonas Peterson, Chief Operating Officer
Las Vegas Global Economic Alliance
6795 Edmond St. Ste. 260
Las Vegas, NV 89118

Notice shall be deemed to have been given when received by the addressee; provided, however, that notice delivered by facsimile with the original sent by certified or registered mail shall be deemed to have been received on the day it is faxed to the addressee and the person sending the fax has received a printed confirmation thereof generated by its fax machine. Either party may change its address for the purpose of receiving notices by providing written notice to the other.

2. Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this MOU, without giving effect to its conflict of law provisions.

3. Severability. Whenever possible, each provision of this MOU 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 MOU and the remaining provisions shall remain in full force and effect.

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

5. Modification or Amendment. All amendments or modifications hereto must be in writing and signed by the appropriate parties to the MOU.

6. Assignment. Neither this MOU, nor any rights of LVGEA granted hereunder, may be assigned by LVGEA without the written consent of City which may be withheld at City's sole discretion.

7. No Waiver. No failure or delay on the part of any Party to this MOU to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any Party of this MOU may have.

8. Time is of the Essence. Time is of the essence of this MOU and all of the terms, covenants and conditions hereof.

....

....

....

9. Counterparts. This MOU 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 MOU.

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

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

D. Pinto 1/9/14
Date

LAS VEGAS GLOBAL ECONOMIC ALLIANCE

By: _____
Tom Skancke, President and CEO

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name	Las Vegas Global Economic Alliance
Address	6795 Edmond St. Ste. 260 Las Vegas, NV 89118
Telephone	702-791-0000
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	Memorandum of Understanding and funding agreement to promote economic development within the city of Las Vegas
RFP #	N/A

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ 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.	~~See attached:~~ Missy Young, EVP of Colocation	Switch P.O. Box 400850, LV, NV	444-4111
2.	Raymond Specht, Vice Chairman	Toyota Financial Savings Bank 2845 Village View Dr, Henderson, NV	477-2106
3.	Kevin Orrock, Pres. of Summerlin, the Howard Hughes Corp	10801 W. Charleston Blvd. 3rd fl. Las Vegas, NV	791-4000
4.	Tom R. Skancke, CEO	Las Vegas Global Economic Alliance 6795 Edmond St. Ste 260 Las Vegas, NV 89118	791-0000
5.	Jonas R. Peterson, COO	" " " "	791-0000
6.			
7.			
8.			

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

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

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

Jonas Peterson

Name

1-9-14

Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 9th day of January, _____, 2014.

Kathy J. Parker

Notary Public

KATHY J. PARKER
Notary Public State of Nevada
No. 08-8547-1
My appt. exp. Dec. 13, 2016

[June 2000]

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending June 30, 2013 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS 354.624 requires an annual audit of the City of Las Vegas be conducted by an independent public accounting firm. It further requires the audit report and the CAFR be presented to the governing body with the recommendations and the summary of narrative comments. The audit was conducted by Piercy Bowler Taylor & Kern. The City received an unqualified opinion.

RECOMMENDATION:
Receive the audit report and provide guidance for any management actions

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Damien Demario Bradley db at Rancho Mart, 2151 North Rancho Drive - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of a Work Card Denial for Damien Demario Bradley.

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.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - Appointment and Reappointment of Members to the Community Development Recommending Board (CDRB)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This 13 member board, which has expired, reviews Community Development Block Grant and other funding sources and makes recommendations to the City Council on the applicants eligible to receive these federal funds. Members of this board either reside or work in the City of Las Vegas and are appointed by the Mayor and City Council. The term of office is nine-months with no limit to the number of terms that may be served.

RECOMMENDATION:
Procedure for this Board is appointment by the City Council. The Department of Parks, Recreation and Neighborhood Services recommends the following appointments and reappointments: Mike Aker, Audrey Asselin, Lou De Salvio, Rodney Jordan, Pam Hartley, Roxann McCoy, Tom McGrath, Karmen La'Shaun Miller, Yolanda Orduno, Dev Inder Pappas, AJ Powell

New Appointments: Harry Thistlewaite and a new appointment for Ward 1

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Current Listing and Authority

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 22, 2014
DEPARTMENT: CITY CLERK
ITEM DESCRIPTION: Discussion and possible action on the appointment of members of the Community Development Recommending Board (CDRB)

	FY 2014 Community Development Recommending Board (CDRB)
Elected Official	**Designee**
Mayor	Karmen La'Shaun Miller 8016 Roundup Ridge Las Vegas Nevada, 89131
Ward 1	Vacant
Ward 1	Tom McGrath 1413 Vista Drive Las Vegas, Nevada 89102
Ward 1	Dev Inder Pappas 5332 Del Rey Avenue Las Vegas, Nevada 89146
Ward 2	Audrey Asselin 7921 Aviano Pines Las Vegas, Nevada 89129
Ward 3	Mike Aker 172 Marion Drive Las Vegas, Nevada 89110
Ward 3	Yolanda Orduno 3642 Boulder Hwy Sp 277 Las Vegas, Nevada 89121
Ward 3	Pam Hartley 1700 Rexford Drive #206 Las Vegas, Nevada 89104
Ward 4	Harry Thistlewaite 4531 Orange Heights Las Vegas, Nevada 89129
Ward 5	AJ Powell 1236 Hart Las Vegas, Nevada 89106
Ward 5	Rodney Jordan 7648 Via Paseo Las Vegas, Nevada 89128
Ward 5	Roxann McCoy 8009 Del Rey Las Vegas, Nevada 89117
Ward 6	Lou De Salvio 8429 Vivid Violet Las Vegas, Nevada 89143

COMMUNITY DEVELOPMENT RECOMMENDING BOARD

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**AKER, MIKE** **(Coffin's designee)**	10-3-2007 **(Reap. 10-1-2008) (Reap. 10-7-2009) (Reap. 1-19-2011) (Reap. 10-19-2011) (Reap. 12-19-2012)**	7-19-2013
2.	**McCOY, ROXANN** **(Barlow's designee)**	10-19-2011 **(Reap. 12-19-2012)**	7-19-2013
3.	**GUERRERO, TONY** **(Anthony's designee)**	12-19-2012	7-19-2013
4.	**POWELL, AJ** **(Barlow's designee)**	12-19-2012	7-19-2013
5.	**CERVANTES, YOLANDA** **(Coffin's designee)**	10-19-2011 **(Reap. 12-19-2012)**	7-19-2013
6.	**HARTLEY, PAM** **(Coffin's designee)**	9-7-2005 **(Reap. 9-20-2006) (Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009) (Reap. 1-19-2011) (Reap. 10-19-2011) (Reap. 12-19-2012)**	7-19-2013
7.	**DE SALVIO, LOU** **(Ross' designee)**	1-19-2011 **(Reap. 10-19-2011) (Reap. 12-19-2012)**	7-19-2013
8.	**McFADDEN, PHYLLIS** **(Tarkanian's designee)**	10-1-2008 **(Reap. 10-7-2009) (Reap. 1-19-2011) (Reap. 10-19-2011) (Reap. 12-19-2012)**	7-19-2013
9.	**McGRATH, TOM** **(Tarkanian's designee)**	12-7-2005 **(Reap. 9-20-2006) (Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009) (Reap. 1-19-2011) (Reap. 10-19-2011) (Reap. 12-19-2012)**	7-19-2013
10.	**MILLER, KARMEN LA'SHAUN** **(Goodman's designee)**	12-6-2006 **(Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009) (Reap. 1-19-2011) (Reap. 10-19-2011) (Reap. 12-19-2012)**	7-19-2013
11.	**PAPPAS, DEV INDER** **(Tarkanian's designee)**	12-6-2006 **(Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009) (Reap. 1-19-2011) (Reap. 10-19-2011) (Reap. 12-19-2012)**	7-19-2013
12.	**ASSELIN, AUDREY** **(Beer's designee)**	1-19-2011 **(Reap. 10-19-2011) (Reap. 12-19-2012)**	7-19-2013
13.	**JORDAN, RODNEY** **(Barlow's designee)**	1-19-2011 **(Reap. 10-19-2011) (Reap. 12-19-2012)**	7-19-2013

GENERAL PURPOSE: Review all Community Development Block Grant, HOME Investment Partnership, and Housing Opportunities for Persons with AIDS (HOPWA) applications for funding and make recommendations to the City Council on those applicants that should receive funding.

AUTHORITY: Created by City Council action on 1-8-1997 and members appointed on 1-8-1997.
(By-laws amended 12/15/99 to increase membership by four (4) members for a total of 31 members)(By-Laws amended 12/6/2000 to decrease term of office to six months) (By-Laws amended 8/15/2001 to reduce membership to 24 members) (By-Laws amended 7/20/2005 to increase term of office to nine months, to delete number of term limits, and to delete the specific areas of expertise of background designations.) (By-Laws amended 9/20/2006 to remove HOME and LIHTF funds from the Board's process.) (By-Laws amended 9-3-2008 to reduce the membership from 24 to 13 members)

TERMS: NINE MONTH TERMS – No limit to number of terms. **NO FINANCIAL DISCLOSURE REQUIRED.**
(May fill unexpired term.) (Membership is not transferable or assignable)
(Initially, 14 members appointed for 2 yr. terms to insure continuity on the Board.)

MEMBERS: 13 members who reside or work in the City of Las Vegas appointed by the Mayor and City Council. Board members represent target neighborhoods and populations, including low-income, disabled, minorities, elderly and the community at large.

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE - Vernell McNeal, Term Expires 1-21-2014; Rebecca Medrano, Term Expires 2-1-2014

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Advisory Committee was created by Assembly Bill 239 to provide information and advice to the RTC concerning the construction and maintenance of benches and shelters for passengers of public mass transportation. There is no limit to the number of one-year terms which may be served and no City residency requirement. Mr. McNeal was originally appointed 1-21-2012 and Ms. Medrano was originally appointed 2-1-2012. Both members are eligible and wish to be reappointed.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are:
Reappoint Mr. McNeal and Ms. Medrano OR appoint new members to fill these seats.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memo from Jorge Cervantes, Director of Community Development and Public Works Director

1/9/2013

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1. VERNELL PAUL McNEAL	1-4-2012 **(Effective 1/21/2012)** **(Reappt. 1/9/2013)**	1-21-2014
2. REBECCA MEDRANO	2-1-2012 **(Reappt. 1/9/2013)**	2-1-2014

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AUTHORITY: NRS 277A.340 (NRS Chapter 373 repealed 2009)

TERM: 1 year term
Must fill unexpired terms
No term limit

APPOINTED: 2 members appointed by the City Council

PURPOSE: Provides information and advice to the Regional Transportation Commission concerning the construction and maintenance of benches and shelters for passengers of public mass transportation in the county.

MEETINGS: 3rd Thursday every other month at 3:00 P.M.

NOTES: **No City Residency Requirement**
No compensation, per diem, or travel expenses

CONTACTS: Ted Olivas, Director, Administrative Services, City of Las Vegas

Tina Quigley, General Manager, Regional Transportation Commission, 600 S. Grand Central Parkway, Ste. #350, Las Vegas, Nevada 89106 (676-1608)

Memorandum

City of Las Vegas
Department of Public Works
Administration

To: Beverly K. Bridges, MMC

From: Jorge Cervantes, P.E., P.T.O.E. J.C
Executive Director Community Development and Public Works Director

CC: Stacey Campbell

Date: December 12, 2013

Re: Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance - Re-Appointment Vernell McNeal and Rebecca Medrano

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Mr. Vernell McNeal, whose term expires on January 21, 2014, and Rebecca Medrano, whose term expires on February 1, 2014 were contacted to verify their willingness to serve another term. They both expressed their wishes to be appointed to another two-year term of service on the Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance. The Committee expressed their satisfaction with their service and I recommend their reappointment.

JC:rc

RECEIVED
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2013 DEC 17 A 10:44

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-1 - For Possible Action - Amends Ordinance No. 6285, relating to the annexation of property, to correct the zoning designation of that property (General Location - the southwest corner of Farm Road and Grand Canyon Drive). Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
On October 2, 2013, the City Council adopted Ordinance No. 6285, annexing property generally located at the southwest corner of Farm Road and Grand Canyon Drive. The ordinance incorrectly indicated that the City zoning designation equivalent to that held in the County is R-E. The correct designation is RPD-4, and this Ordinance amends the previous annexation ordinance to reflect the correct zoning.

RECOMMENDATION:
Bill being heard at the Recommending Committee Meeting of January 21, 2014 and will be eligible for adoption on this January 22, 2014 City Council Meeting.

First Reading - 1/8/2014; First Publication - 1/10/2014

BACKUP DOCUMENTATION:
Bill No. 2014-1

BILL NO. 2014-1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 6285 (REGARDING THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY) TO CORRECT THE ZONING DESIGNATION OF THE ANNEXED TERRITORY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (PERTAINING TO ANNEXATION ANX-49991)

Proposed by: Flinn Fagg, Director of Planning

Summary: Amends Ordinance No. 6285, relating to the annexation of property, to correct the zoning designation of that property (General Location - the southwest corner of Farm Road and Grand Canyon Drive).

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6285 of the City of Las Vegas was adopted on October 2, 2013, with an effective date of October 11, 2013, to accomplish the annexation into the City of the territory described as follows:

That portion of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 18, Township 19 South, Range 60 East, MDM, in the County of Clark, State of Nevada, more particularly described by metes and bounds as follows:

. . .

BEGINNING at the northeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 18, thence along the north line of said Northeast Quarter (NE 1/4), North 89°12'14" West, 1335.44 feet to the northeast corner of Government Lot 21 of said Section 18; thence along the east line of said Government Lot 21, South 00°21'19" East, 661.70 feet to the most northerly line of LOT 42 of the plat of PINNACLE-SABLE CREEK, on file in Book 127 of Plats, Page 70, of Clark County, Nevada Records; thence South 89°12'14" East, 683.82 feet to the northeast corner of LOT 47 of said Book 127 of Plats, Page 70, also being a point on the westerly line of COMMON LOT A of the plat of AMENDED FINAL MAP OF PINNACLE-SABLE CREEK, on file in Book 133 of Plats, Page 98 of Clark County, Nevada Records, also being a point on a non-tangent curve, concave westerly and having a radius of 518.50 feet, a line radial to said point bears North 79°31'11" East; thence northerly along said curve and along the westerly line of said COMMON LOT A, through a central angle of 12°23'57" and an arc distance of 112.21 feet to a reverse curve, concave easterly and having a radius of 481.50 feet, a line radial to said point bears South 67°07'14" West; thence northerly along said curve and continuing along the westerly line of said COMMON LOT A, through a central angle of 05°58'41" and an arc distance of 50.24 feet to the northwest corner of said COMMON LOT A; thence along the north line of said COMMON LOT A, South 89°12'14" East, 187.99 feet to a curve, concave southerly and having a radius of 2000.00 feet; thence easterly along said curve and continuing along the north line of said COMMON LOT A, through a central angle of 00°19'37" and an arc distance of 11.41 feet to the northeast corner of said COMMON LOT A; thence along the east line of said COMMON LOT A, South 00°48'25" West, 177.94 feet to the southeast corner of said COMMON LOT A; thence South 89°11'35" East, 115.53 feet to the northwest corner of LOT 50 of said Book 127 of Plats, Page 70; thence along the north line of LOT 50, LOT 51, and LOT 52 of said Book 127 of Plats, Page 70, South 89°11'35" East, 330.42 feet to a curve, concave southwesterly and having a radius of 15.00 feet; thence southeasterly along said curve and along the northerly line of LOT 52 of said Book 127 of Plats, Page 70, through a central angle of 89°07'10" and an arc distance of 23.33 feet to the east line of said LOT 52; thence North 89°55'38" East, 40.00 feet to the east line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 18; thence along the east line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 18, North 00°04'22" West, 700.08 feet to the POINT OF BEGINNING.

The Basis of Bearings for this land description is North 89°12'14" West, being the north line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 18, Township 19 South, Range 60 East, MDM, Clark County, Nevada as shown by the plat of PINNACLE-SABLE CREEK, on file in Book 127 of Plats, Page 70, of Clark County, Nevada Records.

Written by:
Neil Wacaser
City of Las Vegas, Department of Operations & Maintenance
333 N. Rancho Drive
Las Vegas, NV, 89106
(702) 229-2475
nwacaser@lasvegasnevada.gov

SECTION 2: Ordinance No. 6285 of the City of Las Vegas is hereby amended by amending Section 7 thereof to read as follows:

> SECTION 7: The described territory, which previously has been zoned R-D (County of Clark classification), is hereby classified as [R-E] RPD-4 (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 3: The amendment represented in Section 1 of this Ordinance shall be effective as of the effective date of Ordinance No. 6285.

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.

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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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-16-13
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-5 - For Possible Action - Annexation No. ANX-50680 - Property location: located on the southwest corner of Dorrell Lane and Eula Street; Petitioned by: D. R. Horton, Inc.; Acreage: 5.07 acres; Zoned: R-D (County zoning), R-1 (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the southwest corner of Dorrell Lane and Eula Street. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (January 30, 2014) is set by this ordinance.

RECOMMENDATION:
Bill being heard at the Recommending Committee Meeting of January 21, 2014 and will be eligible for adoption on this January 22, 2014 City Council Meeting.

First Reading - 1/8/2014; First Publication - 1/10/2014

BACKUP DOCUMENTATION:
Bill No. 2014-5 and Location Map

BILL NO. 2014-5

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-50680)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located on the southwest corner of Dorrell Lane and Eula Street.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

That portion of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 19 South, Range 60 East M.D.M., County of Clark, State of Nevada, being Parcel 1 and Parcel 2 as shown on that CERTIFICATE OF LAND DIVISION, recorded June 22, 1979 in Book 1074 as Instrument 1033894 of Clark County, Nevada Records, together with the adjoining dedicated half street rights of way of Dorrell Lane (60 foot wide), Eula Street (60 foot wide) and Haley Avenue (60 foot wide) described as follows:

COMMENCING at the northwest corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 19, said corner also being the centerline intersection of Hualapai Way and Dorrell Lane; thence along the centerline of said Dorrell Lane, South 89°23'25" East 334.80 feet to the Point of Beginning; thence continuing South 89°23'25" East 330.00 feet to the centerline intersection with Eula Street; thence along the centerline of said Eula Street, South 00°02'16" West 669.57 feet to the centerline intersection with Haley Avenue; thence along the centerline of said Haley Avenue, North 89°25'40" West 330.00 feet to the west line of said Land Division 66-79; thence along said west line North 00°02'16" East 669.79 feet to the Point of Beginning.

BASIS OF BEARINGS: North 00°08'16" East being the west line of the Northwest Quarter (NW 1/4) of Section 19, Township 19 South, Range 60 East M.D.M., as shown on Record of Survey in File 114, Page 57 of Clark County Nevada records.

Prepared by:
Brian Yu, PLS
Dept. of Operation and Maintenance,
Right-of-Way,
City of Las Vegas,
333 N. Rancho Drive, 8th Floor,
Las Vegas, NV 89106
byu@lasvegasnevada.gov

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas

Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 30th day of January, 2014, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 30th day of January, 2014, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an

accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 30th day of January, 2014.

SECTION 7: The described territory, which previously has been zoned R-D (County of Clark classification), is hereby classified as R-1 (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-17-13
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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": _____

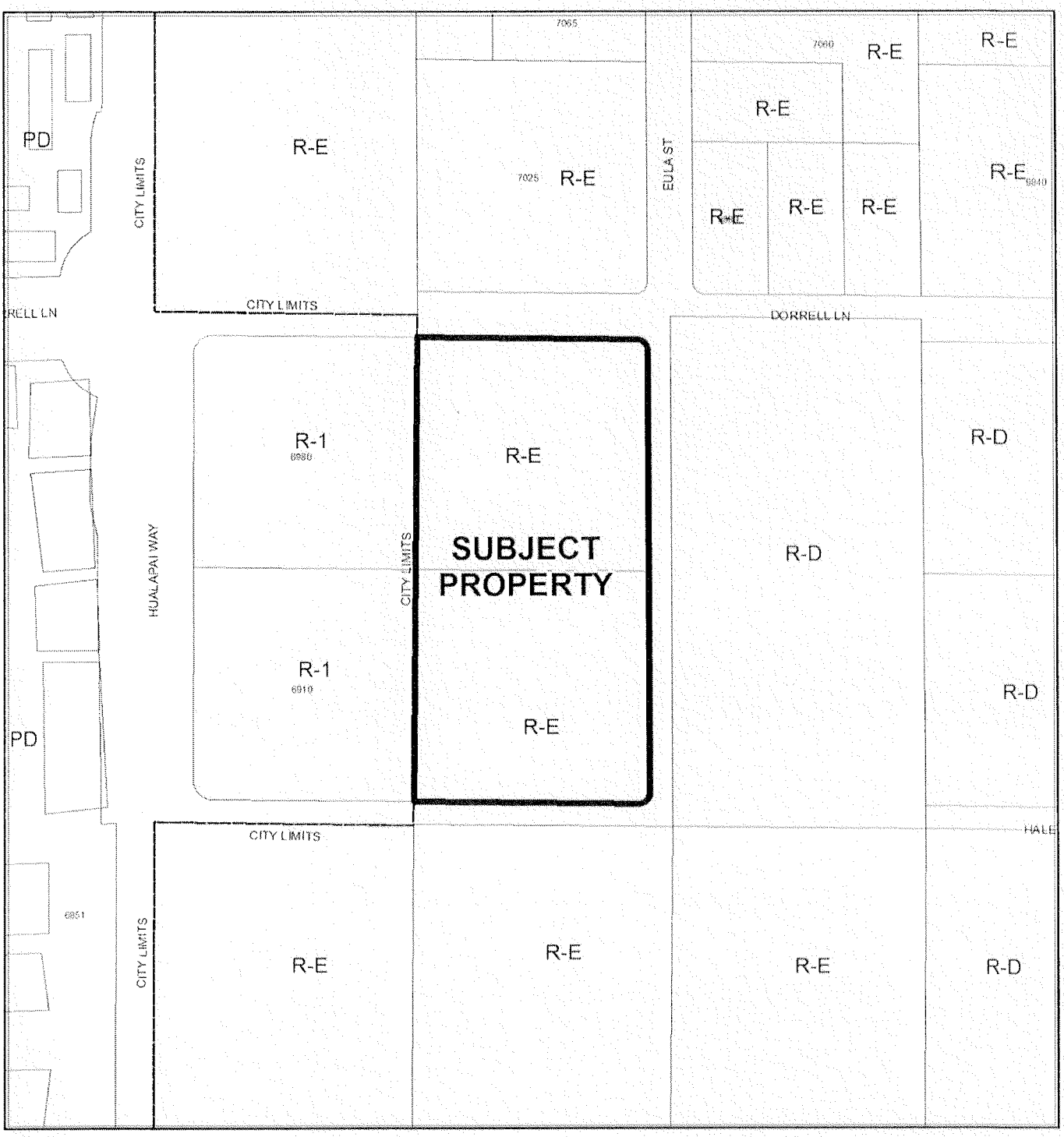
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-50680**

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City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2013-61 - Amends LVMC 6.50.285 to clarify that the owner of an establishment adjacent to a pedestrian mall that is licensed to conduct nonrestricted gaming and is authorized to sell alcoholic beverages pursuant to a tavern license may operate one or more bars upon such adjacent pedestrian mall. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
As part of a recent ordinance updating the City's alcoholic beverage regulations, the City Council adopted a provision authorizing the owner of an establishment adjacent to a pedestrian mall that holds a license for nonrestricted gaming and a tavern license at the same location to operate a temporary or permanent bar upon the mall. This bill clarifies the intent of that provision: to allow one or more such bars to be established rather than establishing a limitation of one bar only.

RECOMMENDATION:
ABEYANCE to 2/4/2014 Recommending Committee meeting by the 1/7/2014 Recommending Committee

First Reading - 12/18/2013 First Publication - 12/26/2013

BACKUP DOCUMENTATION:
Bill No. 2013-61

BILL NO. 2013-61

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 6.50.285 TO CLARIFY THAT THE OWNER OF AN ESTABLISHMENT ADJACENT TO A PEDESTRIAN MALL THAT IS LICENSED TO CONDUCT NONRESTRICTED GAMING AND IS AUTHORIZED TO SELL ALCOHOLIC BEVERAGES PURSUANT TO A TAVERN LICENSE MAY OPERATE ONE OR MORE BARS UPON SUCH ADJACENT PEDESTRIAN MALL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Amends LVMC 6.50.285 to clarify that the owner of an establishment adjacent to a pedestrian mall that is licensed to conduct nonrestricted gaming and is authorized to sell alcoholic beverages pursuant to a tavern license may operate one or more bars upon such adjacent pedestrian mall.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6266 and Title 6, Chapter 50, Section 285, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 6.50.285 reads as follows:

6.50.285: (A) Notwithstanding any provision in this Chapter to the contrary, the owner of an establishment adjacent to or within the pedestrian mall that holds a tavern license is authorized to sell alcoholic beverages through a walk-up window that faces a street alignment within the boundaries of the pedestrian mall, except for the Casino Center Boulevard and 4th Street alignments. Prior to the placement or construction of such window, a licensee shall comply with all requirements of the Director, the Building Official and the Director of Public Works. Such window shall be considered another bar at the establishment for purposes of this Chapter.

(B) Notwithstanding any provision in this Chapter to the contrary, the owner of an establishment licensed to operate nonrestricted gaming that is also authorized to sell alcoholic beverages upon the premises of that establishment pursuant to a tavern alcoholic beverage license may locate [a] one or more temporary or permanent [bar] bars upon an adjacent pedestrian mall, provided that such bar or bars [is] are directly adjacent to the premises of that establishment and upon the pedestrian mall. Prior to the

placement or construction of such bar or bars, a licensee shall comply with all requirements of the Director, the Building Official and the Director of Public Works.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3 Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-3-13
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2013, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2014-2 - Eliminates specific business license categories for commercial dance studios, distress merchandise sales, retail demonstration merchandise sales stores, and food caterers; eliminates charitable solicitation permits; and amends licensing regulations and fees related to outdoor pay telephones, professional promoters, and charitable or special events. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill reflects a housekeeping effort to eliminate a number of licensing categories that are unnecessary or duplicative, and to update regulations and fees related to outdoor pay telephones, professional promoters, and charitable or special events.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2014-2
2. Chapters to be repealed

BILL NO. 2014-2

ORDINANCE NO. _____

AN ORDINANCE TO ELIMINATE SPECIFIC BUSINESS LICENSE CATEGORIES FOR COMMERCIAL DANCE STUDIOS, DISTRESS MERCHANDISE SALES, RETAIL DEMONSTRATION MERCHANDISE SALES STORES, AND FOOD CATERERS; ELIMINATE CHARITABLE SOLICITATION PERMITS; AMEND LICENSING REGULATIONS AND FEES RELATED TO OUTDOOR PAY TELEPHONES, PROFESSIONAL PROMOTERS AND CHARITABLE OR SPECIAL EVENTS; AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Eliminates specific business license categories for commercial dance studios, distress merchandise sales, retail demonstration merchandise sales stores, and food caterers; eliminates charitable solicitation permits; and amends licensing regulations and fees related to outdoor pay telephones, professional promoters, and charitable or special events.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 22, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 6, Chapter 27, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 3: Title 6, Chapter 34, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 4: Title 6, Chapter 39, of the Municipal Code of the City of Las Vegas, Nevada, 1983 edition is hereby repealed in its entirety.

SECTION 5: Title 6, Chapter 72, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 6: Title 6, Chapter 4, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.030: Businesses within the following licensing categories shall pay a fifty dollars annual

business license fee, as set forth below:

Billiard or pool hall, with the fee amount to be charged for each billiard or pool table.

Bowling center, which is a business providing a place to engage in the sport of bowling. The fee amount shall be charged for each alley.

Tobacco dealer, which is any person licensed pursuant to NRS Chapter 370 to sell tobacco. The fee amount shall be charged for each sales location, whether a machine, retail location, or warehouse facility.

Delivery service, which is any business providing a transport of goods from one location to another location for a fee. The license fee shall be charged for the first vehicle used in the business, and a thirty dollar annual fee to be charged for each additional vehicle used in the business. An applicant for this license may be required by the Director to furnish a State license or certificate, if applicable, or written verification that such license or certificate is not required.

Nonprofit commercial enterprise, which is any commercial enterprise regularly engaged in by an organization that has duly qualified as tax exempt under the Internal Revenue Code. The category does not include an organization whose commercial activities consist solely of one or more of the following:

(A) Occasional fundraising activities;

(B) Solicitation activities that are [subject to the provisions of LVMC Chapter 6.22;] governed by the provisions of State law pertaining to solicitation by nonprofit organizations;

(C) The sale of items that are intended to convey a religious, political or ideological message.

Transfer and storage company, with the fee amount to be charged for the first truck used in the business, and a thirty dollar annual fee to be charged for each additional truck used in the business.

SECTION 7: Title 6, Chapter 40, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.40.060: The Director may in his discretion approve any charitable or educational organization [which has obtained a charitable solicitations permit] to conduct and maintain any games or sports pool,

provided such charitable or educational organization has first obtained the approval of the State Gaming Control Board as required by NRS 463.409.

SECTION 8: Title 6, Chapter 58, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.58.020: It is unlawful for any person to install or maintain an outdoor pay telephone without having obtained a license to do so. [An initial license application must include the location of each outdoor pay telephone by street address and the telephone number for each telephone, or such other identifying information as will allow the City to implement the provisions of this Chapter. On a quarterly basis, each licensee must provide to the Department a list of locations from which telephones have been removed and new locations where telephones have been installed. Each list must include the same identifying information as is required for an initial application.]

SECTION 9: Title 6, Chapter 58, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.58.030: The license fee for each person required to be licensed under this Chapter is [a quarterly fee of one and one-half percent of the gross revenue attributable to the outdoor pay telephones installed by that person within the City. The license fee is due on the fifteenth day of the second month following the end of each calendar quarter.] two hundred dollars annually.

SECTION 10: Title 6, Chapter 58, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.58.050: The licensee's name and telephone number shall be prominently displayed on each outdoor pay telephone. Each outdoor pay telephone shall be maintained by the licensee in good repair and in a clean and safe condition at all times. In addition, each public outdoor pay telephone shall be installed in accordance with any durability and design standards established by the Department of Public Works. Each licensee must maintain a map and address list of the location of each outdoor pay telephone and make it available to the Director upon request.

SECTION 11: Title 6, Chapter 58, Section 70, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.58.070: (A) The City[, through its Department of Finance and Business Services or its Department of Neighborhood Services,] is authorized to remove any private or public outdoor pay telephone which has been installed or maintained in violation of this Chapter. The City shall send a written notice to the owner, operator or licensee at least seven days prior to removal stating that the outdoor pay telephone is subject to removal unless the owner, operator or licensee provides evidence of compliance with this Chapter or requests a hearing before the Director of Planning [Finance and Business Services,] or the Director's designee. Unless the Director determines that the installation jeopardizes the public health, safety or welfare, the action to remove the telephone shall be stayed pending resolution of any hearing that has been requested. The decision by the Director or the Director's designee following the hearing shall be final.

(B) Any outdoor pay telephone removed by the City may be reclaimed by the owner within thirty days after removal upon reimbursement to the City for removal and storage costs. Any outdoor pay telephone not so reclaimed may be disposed of as unclaimed property or destroyed.

SECTION 12: Title 6, Chapter 58, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.58.090: If the City[, through its Department of Finance and Business Services Planning or Building - Code Enforcement or its Department of Neighborhood Services,] determines that the continued operation of a particular outdoor pay telephone contributes to ongoing drug trafficking, loitering, street gangs, illegal activities, unsightly graffiti or conduct detrimental to the tranquility of the neighborhood, or has a deleterious impact upon the surrounding neighborhood or upon the public health, safety and welfare, it may declare the telephone a nuisance and notify the licensee, who shall remove the outdoor pay telephone within fourteen days, or such other time as specified by the notice. Any outdoor pay telephone not so removed may be abated or removed by the City in accordance with the abatement procedure set forth in LVMC Chapter 9.04, to the extent not inconsistent with this Section. After the City removes the outdoor pay telephone, the City shall notify the owner, installer or other responsible person of the removal if such

person or persons are known to or reasonably can be determined by the City. Such notice shall be given within five days after removal of the outdoor pay telephone or within such additional time as may be necessary to locate and identify such person or persons. The City must not dispose of the outdoor pay telephone for thirty days following its removal. The owner may reclaim the outdoor pay telephone within thirty days after removal upon reimbursement to the City for removal and storage costs. Any outdoor pay telephone not so reclaimed may be disposed of as unclaimed property or destroyed.

SECTION 13: Title 6, Chapter 62, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.62.030: This Chapter does not apply to:

(A) Charitable solicitations conducted in compliance with Chapter [6.22]11.62, Chapter 6.78 or the provisions of NRS Chapters 82 and 598 that pertain to such solicitations.

(B) Temporary merchants and mobile food vendors to the extent they are subject to and in compliance with, the provisions of this Title which govern those businesses.

(C) The selling, offering for sale or soliciting of orders for goods or services from licensed wholesale or retail businesses located within the City, except with regard to the provisions of LVMC 6.62.020(B).

SECTION 14: Title 6, Chapter 62, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.62.050: Any person who is required to have a permit under this Chapter must file an application with the Director and pay a nonrefundable processing fee of [thirty] fifty dollars. The application must be made upon forms provided by the Department. The Department may require such information as is required of business license applicants under Chapter 6.02, as well as the following:

(A) The name and a description of the business or enterprise which the applicant proposes to engage in or represent;

(B) The dates on which the applicant desires to peddle or solicit;

(C) A description of the selling methods to be used and the nature of the products or

services to be offered; and

(D) Such other information or documentation as the Department may require in order to establish the applicant's suitability and fitness for approval.

SECTION 15: Title 6, Chapter 71, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.71.100: Each operator, other than a patriotic, philanthropic, religious, social service, welfare, benevolent, educational, civic or fraternal organization, [to which LVMC Chapter 6.22 applies,] shall pay the license fees that are provided for in LVMC Chapter 6.46.

SECTION 16: Title 6, Chapter 78, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.78.010: Unless the context requires otherwise, the following definitions apply to this Chapter:

[(A) "Producer or promoter" means any person who is directly or indirectly responsible for the organization of a special event and who directly or indirectly receives:

(1) Admission or entrance fees paid by participants or spectators; or

(2) Compensation, consideration or revenue from sponsors or private donors.]

"Charitable" means and includes the words patriotic, philanthropic, religious, social service, welfare, benevolent, educational, civic or fraternal, either actual or purported.

"Charitable organization" has the same meaning as provided at LVMC 11.62.020(A).

"Contributions" means and includes the words alms, food, clothing, money, subscription, property, the loan of money or property, financial assistance or items of personal property.

"Professional promoter of charitable events" means a person who, for compensation, plans, promotes, conducts, manages or carries on or attempts to plan, promote, conduct, manage or carry on any drive or campaign for the purpose of soliciting contributions for or on behalf of any charitable person, or engages in the business of soliciting contributions for charitable purpose and who directly or indirectly receives:

(1) Admission or entrance fees paid by participants or spectators; or

(2) Compensation, consideration or revenue from sponsors or private donors.

"Professional promoter of non-charitable events" means a person who, for compensation, plans, promotes, conducts, manages, carries on or attempts to plan, promote, conduct, manage or carry on any drive or campaign for the purpose of organizing a special event or any other type of event where more than three hundred persons are expected to attend, and who directly or indirectly receives:

(1) Admission or entrance fees paid by participants or spectators; or

(2) Compensation, consideration or revenue from sponsors, owners or beneficial owners of an establishment.

"Solicit" and "solicitations" means the request, either directly or indirectly, for contributions on the plea or representation that such contributions or any proceeds to be derived therefrom will be used for a charitable purpose. Without limiting the generality of the above, such words shall include the following methods of securing contributions on the plea or representation that it will be used for a charitable purpose:

(1) Any oral or written request;

(2) The distribution, circulation, mailing, posting or publishing of any handbills, written advertisement or publication;

(3) The making of any announcement through the press, radio, television, or by telephone or telegraph concerning an appeal, assembly, athletic or sporting event, bazaar, benefit, campaign, contest, dance, dinner, entertainment, exhibition, exposition, party, performance, picnic, sale, social gathering, or similar events, which the general public is requested to patronize or to which the general public is requested to contribute; or

(4) the sale of or the offer or attempt to sell any advertisement, advertising space, book, coupon, magazine, merchandise, subscription, ticket or other thing.

A "solicitation," as defined herein, shall be deemed completed when made, whether or not the person making the same receives any contribution or makes any sale.

[(B)] "Special event" means any event:

(1) Described as a special event in LVMC 12.02.010; and

(2) At which at least three hundred persons are expected to attend.

SECTION 17: Title 6, Chapter 78, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.78.020: No person shall act as a [producer or promoter of special events] professional promoter of charitable events or a professional promoter of non-charitable events without first obtaining a valid unexpired license pursuant to this Code. This requirement does not apply to an officer or employee of a business or charitable organization who is conducting an event:

(A) For the regular business customers of that business or member of a charitable organization;

(B) Within the indoor premises of that business or charitable organization; and

(C) In the normal course of the business operations for which that business is properly licensed.

SECTION 18: Title 6, Chapter 78, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.78.030: Each licensee shall pay in advance a license fee of [fifty dollars per special event.] two hundred dollars annually.

SECTION 19: Title 6, Chapter 78, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 35, reading as follows:

6.78.035: The Director may impose reasonable conditions on a license which may include, without limitation:

(A) Reporting all events and solicitations that have already been conducted by the licensee within a period specified by the Director, including dates, times and locations;

(B) Reporting in advance, up to thirty days in advance, all events and solicitations to be conducted by the licensee, including dates, times and locations, and the names of profiles of entertainers to be participating;

(C) Providing the Director with a copy of the federal and state registrations of

charitable organizations contracted to the licensee;

(D) Providing a listing of the names and addresses of employees of the licensee who are to be involved in an event or solicitation.

SECTION 20: Title 6, Chapter 78, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 40, reading as follows:

6.78.040: Each licensee shall make available its books and records for one year after each event or charitable solicitation for audit by the Director or his authorized representative.

SECTION 21: Title 6, Chapter 78, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 45, reading as follows:

6.78.045: Each licensee is responsible for, and may be subject to disciplinary action for, the acts and omissions of its principals, agents, employees, promoters and solicitors.

SECTION 22: Title 6, Chapter 78, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 50, reading as follows:

6.78.050: No professional promoter of charitable events shall represent in connection with any solicitation that the issuance of the license by the City constitutes an endorsement or approval of the purposes of such solicitation by the City or any officer or employee thereof.

SECTION 23: Title 6, Chapter 78, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 55, reading as follows:

6.78.055: No professional promoter of charitable events shall make any fraudulent or misleading representation to anyone being solicited respecting any charitable purpose for which such funds are being solicited.

SECTION 24: Title 6, Chapter 78, of the Municipal Code of the City of Las Vegas,

Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 60, reading as follows:

6.78.060: No professional promoter of charitable events shall fail to disclose, upon request, to any person being solicited for a charitable organization exactly what percentage of the funds to be given, paid or contributed by the person being solicited will go or be donated to the charitable or welfare purpose.

SECTION 25: Title 6, Chapter 78, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 65, reading as follows:

6.78.065: Within the first thirty seconds of any solicitation by telephone, the professional promoter of charitable events or any person employed or soliciting on behalf of a professional promoter making the solicitation must identify himself by his full name, his business affiliation (if he is a professional promoter of charitable events) and the name of the charitable organization on whose behalf the solicitation is being made.

SECTION 26: Title 6, Chapter 78, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 70, reading as follows:

6.78.070: (A) No professional promoter of charitable events shall commingle his personal funds with contributions collected through a charitable solicitation.

(B) Every professional promoter of charitable events shall establish a special trustee bank account for each charitable solicitation with which he is connected, into which shall be placed all money coming into his hands in connection with such solicitation.

(C) Separate books or records shall be kept by a professional promoter of charitable events for each solicitation, showing the amount of each contribution coming into his hands and the name of the person making such contribution. Such books or records shall also show all disbursements made of the contributions.

(D) All such books, records and special trustee bank accounts shall be subject to audit

by the Director or his representatives.

SECTION 27: Title 6, Chapter 80A, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.80A.030: This Chapter does not apply to:

(A) Charitable solicitations conducted in compliance with [Chapter 6.22;] State law governing that activity; or

(B) The selling, offering for sale, or soliciting of orders for goods or services from a licensed wholesale or retail business at the licensed location of that business.

SECTION 28: Title 6, Chapter 90, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.90.090: Any organization that qualifies as a non-profit, charitable or religious organization [and has obtained a charitable solicitations permit pursuant to LVMC Chapter 6.22] is exempt from the provisions of Sections 6.90.060, 6.90.070 and 6.90.080 of this Chapter.

SECTION 29: Title 9, Chapter 28, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.28.110: No person shall sell fireworks at retail in the City except recognized local charitable and fraternal organizations who have applied for and obtained a permit from the Department of Fire Services. The permit requirement is in addition to any applicable requirement of [LVMC Chapter 6.22.] State law governing solicitations. Each applicant for a permit must pay, at the time of application, a permit fee of fifty dollars for each location.

SECTION 30: Title 10, Chapter 65, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.65.060: The provisions of this Chapter, with the exception of Section 10.65.050, shall not apply to:

(A) Persons who comply with the provisions of [Chapter 6.22 of this Code] State law regarding charitable solicitations;

(B) Persons who engage or employ minors to solicit or sell subscriptions to

newspapers or magazines from door-to-door when such newspapers or magazines are delivered by carriers who take title to and deliver them on established routes, whether such solicitations or sales occur within a carrier's designated route or not; and

(C) Minors who make solicitations or sales on behalf of the persons described in subsections (A) and (B) of this Section.

SECTION 31: Title 10, Chapter 78, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.78.030: (A) The prohibitions contained in Section 10.78.020 do not apply to any sale or display on a vacant lot or unoccupied lot by the owner of such lot, or in a parking lot by the owner or operator of such lot, if the activity is authorized by and in accordance with the zoning regulations which are applicable to such lot.

(B) The prohibitions contained in Section 10.78.020 do not apply to any sale or display on a vacant lot or unoccupied lot by a person other than the owner of such lot, or in a parking lot by a person other than the owner or operator of such lot, if:

(1) The activity is authorized by and in accordance with the zoning regulations which are applicable to such lot;

(2) The owner, or, if applicable, the operator of such lot has consented in writing to the activity; and

(3) The written consent is posted in a conspicuous, readily-visible place at the location of the sale or display or, in the case of a motor vehicle which is equipped with a windshield, on the inside surface of the windshield, facing outward. The written consent must be signed by the owner or, if applicable, the operator of the lot, the name and address of such owner or operator, the name and address of the person or organization for whose benefit the consent is given, the type of display or sale to be permitted and the period for which the consent is given.

(C) The prohibitions contained in Section 10.78.020 do not apply to any temporary sale or display by a nonprofit organization which has:

(1) [Obtained a charitable solicitation permit for the activity pursuant to Chapter 6.22;] Complied with the provisions of State law regarding charitable solicitations; and

(2) Obtained and posted a written consent to the activity in accordance with the requirements set forth in paragraphs (2) and (3) of Subsection (B) of this Section.

(D) The provisions of Section 10.78.020 do not prohibit the operator of a motor vehicle which is being advertised for sale from parking the vehicle in a parking lot if the circumstances indicate that the vehicle is being parked in connection with the use of the establishment or development to which the parking lot pertains, and not for the purpose of displaying the vehicle for sale.

SECTION 32: Title 10, Chapter 80, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.80.030: [80.020.] The prohibitions contained in Section 10.80.020 do not apply:

(A) To any tour bus when it is being used to transport passengers on a "celebrity home" tour or to any function of a duly established and recognized nonprofit organization [for which function the organization has obtained a charitable solicitation permit pursuant to Chapter 6.22]; provided, however, that no such vehicle shall be allowed to stand or park in any one location for a period in excess of thirty minutes;

(B) To any tour bus when it is located on property which is used as the base of operation for such vehicle;

(C) In the case of an emergency which requires the standing or parking of such vehicle contrary to the provisions of Section 10.80.020.

SECTION 33: Title 11, Chapter 60, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.60.030: (A) The operator of a bus, other than a tour bus, shall:

(1) Not stand or park such vehicle upon any street at any place other than a bus stop, bus stand or the origin or destination point for the route to which such vehicle is assigned which has been designated in accordance with Section 11.60.010 of this Chapter;

(2) Not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop, bus stand, passenger loading zone or the origin or destination point for the route to which such vehicle is assigned which has been designated in accordance with Section 11.60.010, except in case of an emergency;

(3) Not use any location as the point of origin or destination of the route of such vehicle other than the origin or destination point for the route to which such vehicle is assigned which has been designated in accordance with Section 11.60.010; [or]

(4) Enter a bus stop, bus stand, passenger loading zone or origin or destination point on a public street in such a manner that the bus when stopped to load or unload passengers or baggage shall be in a position with the right-hand front wheel of such vehicle not farther than eighteen inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic;

(5) Not stand or park a bus at a bus stop or an origin or destination point for a period of time longer than has been designated for such bus stop or origin or destination point in accordance with Section 11.60.010.

(B) (1) Except as otherwise provided in paragraph (2) of this Subsection, the operator of a tour bus shall not stand or park such vehicle, except while actually and expeditiously engaged in the loading or unloading of passengers, upon any street except at a location which has been duly designated and marked as a tour bus loading zone in accordance with Section 11.44.080.

(2) The prohibition contained in paragraph (1) of this Subsection does not apply:

(a) To any tour bus when it is being used to transport passengers on a "celebrity home" tour or to any function of a duly established and recognized nonprofit organization for which function the organization has [obtained a charitable solicitation permit pursuant to Chapter 6.22;] complied with any applicable requirements of State law regarding charitable solicitations; provided, however, that no such vehicle shall be allowed to stand or park in any one location for a period in excess of

thirty minutes,

(b) In the case of an emergency which requires the standing or parking of such vehicle contrary to the provisions of paragraph (1) of this subsection.

SECTION 34: Title 11, Chapter 62, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.62.020: As used in this Chapter, unless the context otherwise indicates, the following terms shall have the meanings that are ascribed to them as follows:

(A) "Charitable organization" means an organization which:

(1) The Secretary of the Treasury has determined is an exempt organization pursuant to the provisions of Section 501(c) of the Internal Revenue Code; and

(2) Holds a current certificate of organization or is currently qualified by the Secretary of State to do business in this State.

(B) "Highway" means the entire width between the boundary lines of every way maintained by a public authority when any part thereof is open to the use of the public for purposes of vehicular traffic. The term does not include a "freeway" as that term is defined in NRS 408.060.

(C) "Highway solicitation permit" means a certificate of authority issued by the **[**Department of Business Activity**]** Department of Public Works to a charitable organization which allows the holder of the permit to solicit charitable contributions for its organization while standing on the median strip of any highway or the sidewalk adjacent to the highway within the jurisdiction of the City.

SECTION 35: Title 11, Chapter 62, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.62.030: No charitable organization shall solicit contributions from the median strip of any highway or the sidewalk adjacent to the highway within the jurisdiction of the City without first obtaining and thereafter maintaining **[**a valid unexpired charitable solicitation permit pursuant to LVMC Chapter 6.22 and**]** a valid unexpired highway solicitation permit**[**.**]** and proof of compliance with any State law requirements regarding charitable organizations.

SECTION 36: Title 11, Chapter 62, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.62.050: (A) An application for a highway solicitation permit shall be made to the Department of [Business Activity] Public Works upon forms provided by the Department.

(B) An application shall be filed with the Department at least five business days prior to the date on which the solicitation is to begin and shall contain the following information:

(1) The name, street address, and telephone number of the applicant and the charitable organization of behalf of which the application is made;

(2) The name, street address, and telephone number of the person who will be responsible for the conduct of the solicitation;

(3) The date on which the solicitation is to begin and the time of day when the solicitation is to begin and end for each day requested;

(4) The location(s) of the solicitation;

(5) The purpose of the solicitation;

(6) Proof of being a charitable organization as defined herein; and

(7) A declaration that no one less than eighteen years of age will be permitted to participate in the solicitation.

(C) A post office box address shall be unacceptable as a street address on an application where a street address is required; provided, however, an applicant may identify and designate on his application a post office box address as the address to which he prefers correspondence to be mailed.

SECTION 37: 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 38: 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 39: 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-16-13
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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

CHAPTER 6.22 CHARITABLE SOLICITATION

Article I. - Permits and General Provisions
Article II. - Professional Promoter License

Article I. Permits and General Provisions

6.22.010 Definitions.
6.22.020 Permit required—Exemptions.
6.22.030 Application.
6.22.040 Changes in application.
6.22.050 Consideration by the Director.
6.22.055 Authority to set conditions.
6.22.065 Permit—Display required.
6.22.070 Report of receipts and costs.
6.22.080 City access to books and records.
6.22.090 Actions of subordinates.
6.22.100 Solicitation for other purpose.
6.22.110 Representation of City approval.
6.22.120 Spending for undisclosed purpose.
6.22.130 False representation of purpose.
6.22.140 Disclosure of percentage actually for charity.
6.22.150 Telephone solicitation.
6.22.160 Violations—Notice of revocation hearing.
6.22.170 Violations—Hearing—Production of books and records.

6.22.010 Definitions.

As used in this Chapter, unless the context otherwise requires, the following words shall have the meaning ascribed to them:

(A) "Charitable" means and includes the words patriotic, philanthropic, religious, social service, welfare, benevolent, educational, civic or fraternal, either actual or purported.

(B) "Contributions" means and includes the words alms, food, clothing, money, subscription, property, the loan of money or property, financial assistance or items of personal property.

(C) "Cost of solicitation" means all costs of whatever nature which are incurred by any person conducting a solicitation, including the wages, fees, commissions and expenses paid to any person in connection with such solicitation. This shall also

include all costs incurred in managing and/or selling contributions obtained by soliciting.

(D) "Professional promoter" means a person who, for compensation, plans, promotes, conducts, manages or carries on or attempts to plan, promote, conduct, manage or carry on any drive or campaign for the purpose of soliciting contributions for or on behalf of any charitable person or engages in the business of soliciting contributions for charitable purposes. A bona fide officer or regular employee of a charitable person shall not be deemed a professional promoter by reason of his participation in charitable solicitations made by or on behalf of his employer.

(E) "Solicit" and "solicitations" means the request, either directly or indirectly, for contributions on the plea or representation that such contributions or any proceeds to be derived therefrom will be used for a charitable purpose. Without limiting the generality of the above, said words shall include the following methods of securing contributions on the plea or representation that it will be used for a charitable purpose:

(1) Any oral or written request;

(2) The distribution, circulation, mailing, posting or publishing of any handbills, written advertisement or publication;

(3) The making of any announcement through the press, radio, television, or by telephone or telegraph concerning an appeal, assembly, athletic or sporting event, bazaar, benefit, campaign, contest, dance, dinner, entertainment, exhibition, exposition, party, performance, picnic, sale, social gathering, or similar events, which the general public is requested to patronize or to which the general public is requested to contribute;

(4) The sale of or the offer or attempt to sell any advertisement, advertising space, book, coupon, magazine, merchandise, subscription, ticket or other thing.

A "solicitation," as defined herein, shall be deemed completed when made, whether or not the person making the same receives any contribution or makes any sale.

(Ord. 3333 § 1, 1988: Ord. 2235 § 3, 1981: prior code § 5-13-1)

6.22.020 Permit required—Exemptions.

It is unlawful for any person to solicit contributions within the City for any charitable purpose or person without a valid unexpired permit issued pursuant to this Code; provided, however, that the following are exempt from the provisions of this section:

(A) Any solicitation made upon premises owned or occupied by the association upon whose behalf such solicitation is made;

(B) Any solicitation for the relief of any individual specified by name at the time of the solicitation where the solicitor represents in each case that the entire amount collected, without any deduction whatever, shall be turned over to the named beneficiary;

(C) Any association soliciting contributions solely from persons who are members thereof at the time of such solicitation;

(D) Any solicitation in the form of a collection or contribution at a regular assembly or services of a charitable person.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-2)

6.22.030 Application.

An application for a permit shall be made to the Director upon forms provided by the Department. The application shall contain the following information:

(A) The name, address or headquarters of the person applying for the permit;

(B) If the applicant is not an individual, the names and addresses of the applicant's principal officers and managers;

(C) The purposes for which such solicitation is to be made, the total amount of funds proposed to be raised thereby, and the use or disposition to be made of such funds;

(D) The names and addresses of the person or persons by whom the receipts or proceeds of such solicitation are to be disbursed;

(E) The names and addresses of the person or persons who will be in direct charge of conducting the solicitation;

(F) An outline of the method or methods to be used in conducting the solicitation;

(G) The time when such solicitations are to be made, giving the dates for the beginning and ending of such solicitation;

(H) An itemized statement or budget of the estimated cost of solicitation;

(I) The names and addresses of all professional promoters and professional solicitors who will be connected with the solicitation and the amount of wages, fees, commission, expenses, or emoluments to be paid to each professional promoter, and a copy of the contract, if any, given each professional promoter;

(J) An itemized financial statement showing all receipts and the disbursements thereof for one year immediately preceding the date of the filing of the application;

(K) A statement to the effect that, if the permit is granted, it will not be used or represented in any way as an endorsement by the City of the solicitation conducted thereunder.

(Ord. 5998 § 61, 2008: Ord. 3860 § 1, 1995: Ord. 3333 § 2, 1988; Ord. 2235 § 3 (part), 1981: prior code § 5-13-3 (part))

6.22.040 Changes in application.

If, while any application is pending or during the term of any permit granted pursuant thereto, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the Department in writing thereof within twenty-four hours after such change.

(Ord. 5998 § 62, 2008: Ord. 2235 § 3 (part), 1981: prior code § 5-13-3 (part))

6.22.050 Consideration by the Director.

(A) Upon receipt of a completed application the Director shall issue a temporary solicitations permit pending review of the application. In deciding whether to issue a permanent solicitations permit, the Director shall determine whether or not:

(1) Each of the statements made in the application is true;

(2) The application is complete; and

(3) The applicant has violated any of the grounds provided in Section 6.02.330 et seq.

(B) At the conclusion of its review with respect to an application, the Director shall make his findings with respect to each of the makers contained in Paragraphs (1) through (3) of

Subsection (A) and shall make his decision either to approve or to reject such application, which decision, if it is for rejection, shall set forth completely and with specificity the reasons therefor and the City shall promptly seek a declaratory judgment to the constitutionality of the Director's decision to deny the permit and restrain the solicitation. Until such judicial decision is rendered, the temporary permit issued when the completed application was first received by the Department pursuant to this Section shall remain in effect. If the decision is for approval of the application, the permit issued shall specify the time period, not to exceed one year for which the permit is valid.

(Ord. 5998 § 63, 2008: Ord. 3860 § 2, 1995: Ord. 3388 § 2, 1988: Ord. 3333 § 3, 1988: Ord. 2235 § 3 (part), 1981: prior code § 5-13-4)

6.22.055 Authority to set conditions.

The Director shall have the authority to set conditions on a permit which may include, but are not limited to, requiring the permittee to furnish each principal, agent, employee, promoter and solicitor a copy of a valid charitable solicitation permit stating the name of the organization conducting the solicitation, the type of solicitation, the purpose for which the contribution is to be used and the time when such solicitations are to be made, giving the dates for beginning and ending of such solicitation. A copy of the charitable solicitation permit shall be exhibited to every person solicited.

(Ord. 5998 § 64, 2008: Ord. 3860 § 3, 1995: Ord. 3388 § 3, 1988: Ord. 3333 § 7, 1988)

6.22.065 Permit—Display required.

Each permittee shall conspicuously display a currently valid permit in a prominent place at special events and locations where the solicitation for contributions is being conducted.

(Ord. 3333 § 6, 1988)

6.22.070 Report of receipts and costs.

Each permittee conducting a solicitation shall furnish to the Director within thirty days after the conclusion of the solicitation, a report showing the gross amount raised by the solicitation and showing an itemization of the costs of solicitation, including what was paid to each professional promoter and professional solicitor employed in such solicitation and the disposition of the balance of the contributions collected by the solicitation.

(Ord. 5998 § 65, 2008: Ord. 3333 § 4, 1988: Ord. 2235 § 3 (part), 1981: prior code § 5-13-8)

6.22.080 City access to books and records.

Each applicant and each permittee shall make available its books and records which relate to the financial information required by Section 6.22.030 (J) or the report required by Section 6.22.070 for audit by the Director or his authorized representative for the purpose of checking the accuracy of the financial information supplied.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-9)

6.22.090 Actions of subordinates.

Each permittee is responsible for and may be subject to disciplinary action for the acts and omissions done by its principals, agents, employees, promoters and solicitors.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-10)

6.22.100 Solicitation for other purpose.

No person shall solicit for any purpose other than the purpose approved for the permit under which he is acting.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-11(A))

6.22.110 Representation of City approval.

No person shall represent in connection with such solicitation that the issuance of the permit by the City constitutes an endorsement or approval of the purposes of such solicitation by the City or any officer or employee thereof.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-11(B))

6.22.120 Spending for undisclosed purpose.

No person shall use or disburse the funds collected under any permit for any purpose other than the purposes set out in the application for such permit.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-11(C))

6.22.130 False representation of purpose.

No person shall make any fraudulent or misleading representation to anyone being solicited respecting the purpose for which such funds are being solicited.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-11(D))

6.22.140 Disclosure of percentage actually for charity.

No person shall fail to disclose, upon request, to any person being solicited exactly what percentage of the funds to be given, paid or contributed by the person being solicited will go or be donated to the charitable or welfare purpose described on the permit.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-11(E))

6.22.150 Telephone solicitation.

Within the first thirty seconds of any solicitation by telephone, the person making the solicitation must identify himself by his full name, his business affiliation (if he is a professional promoter) and the name of the charitable organization on whose behalf the solicitation is being made.

(Ord. 3156 § 2, 1985)

6.22.160 Violations—Notice of revocation hearing.

Whenever the Director upon affidavit of supporting facts finds that a person holding a permit under this Chapter has violated or is violating Section 6.22.065 through Section 6.22.150, inclusive, the City shall notify the permittee by mail or personal service of process of such violation and seek judicial review of the violations. Should the court determine by appropriate legal standard that a violation has or is occurring, the court may issue an order allowing the City to revoke the solicitations permit.

(Ord. 5998 § 66, 2008: Ord. 3860 § 4, 1995: 2235 § 3 (part), 1981: prior code § 5-13-6 (A))

6.22.170 Violations—Hearing—Production of books and records.

At the hearing the permittee, or any other interested person, shall have the right to present evidence pertaining to the charges. Upon request of the Department the permittee shall produce the books and records relating to its solicitations required to be kept by this Chapter if they are pertinent to the matter under investigation.

(Ord. 5998 § 67, 2008: Ord. 3860 § 5, 1995: Ord. 2235 § 3 (part), 1981: prior code § 5-13-6 (B))

Article II. Professional Promoter License

6.22.200 Required.
6.22.210 Application.
6.22.220 Fee.
6.22.230 Funds handling.

6.22.200 Required.

No person shall act as or engage in the business of a professional promoter without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Code.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-12)

6.22.210 Application.

The application for a professional promoter's license shall be filed according to the provisions of Chapter 6.02 and shall be processed under the provisions of this Chapter; however, the applicant shall additionally set forth the general plan, character and method of conducting various charitable solicitations.

(Ord. 3860 § 6, 1995: Ord. 2235 § 3 (part), 1981: prior code § 5-13-13)

6.22.220 Fee.

Each professional promoter shall pay a semiannual license fee of one hundred dollars.

(Ord. 2235 § 3 (part), 1981: prior code § 5-13-15)

6.22.230 Funds handling.

(A) No professional promoter shall commingle his personal funds with contributions collected through a charitable solicitation.

(B) Every professional promoter shall establish a special trustee bank account for each charitable solicitation with which he is connected, into which shall be placed all money coming into his hands in connection with such solicitation.

(C) Separate books or records shall be kept by a professional promoter for each solicitation, showing the amount of each contribution coming into his hands and the name of the person making such contribution. Such books or records shall also show all disbursements made of the contributions.

(D) All such books, records and special trustee bank accounts shall be subject to audit by the Director or his representatives.

(Ord. 5998 § 68, 2008; Ord. 2235 § 3 (part), 1981; prior code § 5-13-14)

CHAPTER 6.27 COMMERCIAL DANCE STUDIOS

6.27.010 Definitions.
6.27.020 License requirements.
6.27.030 Dance instruction contract—Provisions.
6.27.040 Dance instruction contract—Assignment.
6.27.050 Bond required—Provisions.
6.27.060 Exemptions.
6.27.070 License fee required.

6.27.010 Definitions.

As used in this Chapter, unless the context otherwise indicates, the following terms shall have the meanings that are ascribed to them as follows:

(A) "Commercial dance instruction" means a program of lessons, procedures, guidance, teaching or training of a person by an owner, employee, agent, principal, representative or independent contractor of a commercial dance studio in which ballroom or other types of dancing is taught, the purpose of the instruction being primarily for self-improvement and such instruction is not performance oriented, and includes instruction and other services whether given to customers individually or in groups.

(B) "Commercial dance studio" means any physical location or facility, regardless of its size, of an independent or a national or state-wide commercial, for profit, dance organization, business, company or corporation at which or in which commercial dance instruction is offered or conducted.

(C) "Contract for commercial dance instruction and other services" means an agreement between a customer and a commercial dance studio for commercial dance instruction.

(D) "Customer" means a person who enters into a contract for commercial dance instruction and other services with a commercial dance studio.

(E) "Educational dance instruction" means:

(1) A program of instruction which meets all of the following criteria:

(a) The person who or organization which provides the instruction employs no more than three instructors;

(b) A gross amount of not more than one hundred thousand dollars per year is received from contracts or fees for services;

(c) The program gives instruction primarily to persons under the age of eighteen;

(d) The program gives instruction in ballet, tap or other performance-oriented forms of dance; and

(e)

The program is not affiliated with or franchised by any independent or national or statewide commercial, for profit, dance organization, business, company, corporation or studio;

(2) A program of dance instruction which operates under the auspices of a recognized nonprofit performing dance organization, including without limitation conservatory or academy instruction by ballet companies, modern dance companies, theatrical dance academies or similar organizations; and

(3) A program of dance instruction which is operated by any park or recreation agency, community arts nonprofit organization or local arts agency.

(F) "Instructor" means the owner, principal, occupant or lessee of a commercial dance studio or any of his or her employees, agents, representatives or independent contractors who trains customers in commercial dance instruction.

(G) "Seller" means the owner, principal, occupant or lessee of a commercial dance studio or any of his or her employees, agents, representatives or independent contractors who solicits commercial dance instruction business on behalf of the commercial dance studio.

(Ord. 3369 §§ 1 (part), 2, 1988)

6.27.020 License requirements.

(A) It is unlawful for any person to commence, engage in or carry on a business of commercial dance instruction without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Chapter.

(B) Every commercial dance studio that is in existence and licensed on August 7, 1988, shall have sixty days thereafter in which to comply with the provisions of this Chapter.

(C) In addition to the information that is required by LVMC Chapter 6.02, an applicant for a commercial dance studio license shall provide the Director with the following information:

(1) A completed personal history questionnaire, a personal financial questionnaire, and an applicant's release of information form of all principals of the business;

(2) Exact copies of all sales presentations that will be used, including without limitation the initial sales and renewal sales presentations and any financial information that will be requested from the purchaser;

(3) An exact copy of the contract for commercial dance instruction and other services that will be used by the commercial dance studio for a course in commercial dance instruction.

(D) Each commercial dance studio instructor and seller, before commencing his or her employment as such, shall obtain, and shall at all times thereafter, during the course of such employment, maintain a work card that has been issued by Metro in accordance with the procedures and requirements of LVMC Chapter 6.86

(Ord. 5998 § 71, 2008: Ord. 3369 §§ 1 (part), 3, 1988)

6.27.030 Dance instruction contract—Provisions.

(A) Every contract for commercial dance instruction or other services, or both, shall be in writing and shall be subject to the provisions of this Chapter, and a copy of the written contract shall be given to the customer at the time he or she signs the contract.

(B) No contract for commercial dance instruction or other services, or both, shall require the payment by a customer of any amount in excess of two thousand five hundred dollars.

(C) No contract for commercial dance instruction or other services shall require the payment therefor or the financing thereof by the customer over a period of time in excess of twenty-five months after the date on which the customer executes the contract, nor shall the term of any such contract be measured by the life of the customer. However, the instruction or other services, or both, to be rendered to the customer under the contract may extend over a period of time not to exceed five years after the date on which the customer executes the contract.

(D) Each contract for commercial dance instruction or other services, or both, which may be in effect between the same seller and the same customer, the terms of which overlap for any period, shall be considered as one contract for the purposes of this Chapter.

(E) Each contract for commercial dance studio instruction or other services, or both, shall provide that performance of the agreed-upon instructions will begin within three months after the date on which the customer executes the contract.

(F) Each contract for commercial dance studio instruction or other services, or both, shall further provide that such contract may be cancelled at any time after the customer has received his or her copy thereof by the customer's depositing with the United States Postal Service, properly addressed to the commercial dance studio at the address that is stated in the contract and with postage prepaid, a notice of such cancellation, and the commercial dance studio shall, within ten days after its receipt of such notice, refund to the customer all of the moneys that have been paid pursuant to the contract less such amount as may have been paid for any dance studio instruction or other services, or both, that the customer received prior to the date of such cancellation. The contract may further provide, however, that, if thirty or more days shall have elapsed between the customer's receipt of his or her copy of the contract and deposit of the notice of cancellation with the United States Postal Service, the commercial dance studio shall be entitled to retain ten percent of the amount that would otherwise be required to be refunded.

(G) Each contract for commercial dance studio instruction or other services, or both, shall contain a written statement of the hourly rate that will be charged for each type of lesson or service for which the customer has contracted. If the contract includes types of dance studio instruction or services which are sold at different per-hour rates, the contract shall contain separate hourly rates for each different type of lesson or service sold. All services for which the customer has contracted which are not capable of a per-hour charge shall be set forth in writing in specific terms. The statement shall be contained in the contract before the contract is presented to the customer for execution.

(H) Each commercial dance studio that is subject to this Chapter shall include in each of its contracts for commercial dance instruction or other services, or both, a statement that the dance studio is bonded and that information concerning the bond may be obtained by writing to the Department. If the dance studio has elected to make a cash deposit in lieu of procuring a bond, the contract shall contain a description of the cash deposit.

(I) No contract for commercial dance studio instruction or other services, or both, shall require or entail the execution of any note or series of notes by the customer which, when they are separately negotiated, will insulate any purchaser or purchasers of such note or notes from any right of action or defense which the customer may have against the commercial dance studio.

(J) Each contract for commercial dance instruction or other services, or both, shall contain a clause that provides that if, by reason of the customer's disability or death, the customer is unable to receive all of the instruction or other services, or both, for which the customer has contracted, the disabled customer or the estate of the deceased customer, as the case may be, shall be relieved of the obligation of making any payment for the instruction or other

services, or both, other than those that were actually received prior to the onset of disability or the death of the customer. The contract shall further provide that, if the customer has prepaid any sum for the instruction or other services, or both, that portion of such sum as is allocable to the lessons or other services, or both, that the customer shall not receive shall be refunded to the disabled customer or to the deceased customer's personal representative, as the case may be, promptly upon the receipt by the commercial dance studio of written notification of such disability or death.

(K) Notwithstanding the provisions of any contract to the contrary, whenever the contract price is payable in installments and the customer is relieved from making further payments or is entitled to a refund because of disability or death, or the deceased customer's personal representative, as the case may be, the disabled customer shall be entitled to receive a refund or refund of that portion of the cash price as is allocable to the lessons or other services, or both, that the customer did not actually receive.

(L) Any contract for commercial dance instruction or other services, or both, which does not comply with the applicable provisions of this Chapter shall be void and unenforceable as contrary to public policy.

(M) Any contract for commercial dance instruction or other services, or both, that is entered into in reliance upon any willful and false, fraudulent or misleading information, representation, notice or advertisement of the commercial dance studio, shall be void and unenforceable.

(Ord. 3369 §§ 1 (part), 4, 1988)

6.27.040 Dance instruction contract—Assignment.

No assignment of a contract for commercial dance instruction or other services, or both, shall operate to deprive the customer, as against the assignee thereof, of any right of action or defense that arises out of such contract which the customer has against the commercial dance studio regardless of whether or not the assignee acquires the contract in good faith and for value, unless the assignee provides the customer with a written notice of such assignment, setting forth the information that is required in this Section, and has not received from the customer, within thirty days after the deposit of such notice with the United States Postal Service, a written statement that sets forth any facts that may give rise to a right of action or defense by the customer against the commercial dance studio. A notice of assignment shall:

(1) Be in writing and addressed to the customer at the address shown on the contract;

(2) Identify the contract, including the name of the commercial dance studio and the customer;

(3) Provide a description of the instruction or other services, or both;

(4) State the balance that is due under the contract and the number and amount of the unpaid installments thereof; and

(5) Inform the customer that, unless the customer shall, within thirty days after the date of the deposit of such notice with the United States Postal Service, notify the assignee with a written statement that sets forth any facts giving rise to a right of action or defense which the customer may have against the commercial dance studio, such right of action or defense shall not be effective against the assignee.

(Ord. 3369 §§ 1 (part), 5, 1988)

6.27.050 Bond required—Provisions.

(A)

The applicant for a commercial dance studio license shall, before any license therefor may be issued, file, and, after the issuance thereof, shall maintain, with the Director a surety bond, which must be executed by a surety company that is authorized to do business in this State, in the penal sum of twenty-five thousand dollars, for the initial year of operation, and, thereafter, in the penal sum of twenty-five thousand dollars or an amount that is equal to twenty-five percent of the commercial dance studio's gross sales that are made by or in connection with its operation within the corporate boundaries of the City during its preceding year of operation, whichever amount is less. Such bond must first be approved as to form by the City Attorney and shall be conditioned upon:

(1) The prompt payment by the licensee of the license fee that is imposed by this Chapter;

(2) The indemnification by the licensee of the City and all of the customers of the licensee against any loss that the City or any such customers may sustain by reason of any violation by the licensee of any of the provisions of this Chapter or by reason of any fraud or dishonesty on the part of the licensee; and

(3) The prompt refund by the licensee of any amount that is requested pursuant to any of the provisions of this Chapter or any of the provisions of a contract for commercial dance instruction or other services, or both, including without limitation any refund that is requested as a result of the failure on the part of the licensee to provide the commercial dance instruction or other services, or both, in accordance with the terms of any such contract.

(B) The licensee annually shall file with the Director a declaration under penalty of perjury, signed by the licensee or a duly authorized officer or representative of the licensee, that states the studio's gross sales that are made by or in connection with its dance studio operations within the corporate boundaries of the City during its preceding year of operation. The information that is contained in the declaration shall not be subject to public inspection or disclosure.

(C) In the event of any recovery under the bond, the licensee shall immediately restore the penal sum thereof to the amount that was originally required for the year of the licensee's operation in which such recovery was effected or shall file with the Director a substitute bond in the form and penal sum that was required for such year.

(Ord. 3369 §§ 1 (part), 6, 1988)

6.27.060 Exemptions.

This Chapter does not apply to any dance studio that offers exclusively educational dance instruction or to any commercial dance studio which does business on a cash basis only and requires or receives less than two hundred fifty dollars in advance payments from or on behalf of each customer for commercial dance instruction or other services, or both, which are to be rendered by the studio in the future, and such advance payments are not required or received by the studio from each customer more frequently than once every thirty days.

(Ord. 3369 §§ 1 (part), 7, 1988)

6.27.070 License fee required.

Each commercial dance studio shall pay a license fee that is based upon its gross sales that are made by or in connection with its operations within the corporate boundaries of the City for each six-month period of operation as determined by LVMC 6.02.180 to 6.02.200, inclusive, and 6.04.005.

(Ord. 3369 §§ 1 (part), 8, 1988)

CHAPTER 6.34 DISTRESS MERCHANDISE SALES

6.34.010 Definition.
6.34.020 Exemptions.
6.34.030 Permit—Required.
6.34.040 Application—Contents.
6.34.050 Application—Action by Director.
6.34.060 Permit—Contents.
6.34.070 Permit—Effective for thirty days—Extension.
6.34.080 Permittee subject to restrictions.
6.34.090 Permit—Limitations.
6.34.100 Permit—Fee.

6.34.010 Definition.

Unless the context otherwise requires, "Distress merchandise sales" means any offer to sell or any sale of merchandise of any kind on the implied or direct representation that such sale is in anticipation of the termination of a business at its present location or the forced moving of location of business or that the sale is being held under distress circumstances.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-1)

6.34.020 Exemptions.

The provisions of this Chapter do not apply to the following sales:

(A) Sales made pursuant to an order or process of a court of competent jurisdiction;
(B) Sales made for a public body in accordance with its powers and duties;
(C) Auction sales conducted by a duly licensed auctioneer.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-3)

6.34.030 Permit—Required.

It is unlawful for any person to advertise or conduct a distress merchandise sale without a valid unexpired permit issued pursuant to this Chapter.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-2)

6.34.040 Application—Contents.

An application for a permit may only be made by a person who holds a valid business license for the type of goods to be sold. The application shall be made on forms suitable to the Director and filed with the Department not less than fifteen days prior to the proposed sale. The application shall set forth the following information:

(A) The name and address of the owner of the goods, wares or merchandise to be the object of the sale and if the sale is to be conducted by a person not the owner of the goods, then the name of the person conducting such sale;

(B) A full and complete statement of the facts regarding the distress merchandise sale, including the reason why such sale is being conducted and the proposed dates of the sale;

(C) The means to be employed in advertising such sale, together with the content of any proposed advertisement;

(D) An inventory of the goods, wares, and merchandise to be offered for sale shall be attached to and become a part of the required application;

(E) The place where such stock was purchased or acquired and the terms and conditions of such acquisition, and in the case of stock placed upon the premises within ninety days prior to such sale, the time of acquisition of such stock.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-4)

6.34.050 Application—Action by Director.

Upon receipt of the application for a permit and the required fees, the Director shall approve, deny or take such other action with respect to such application as he considers appropriate. The Director may deny, revoke or suspend a permit for good cause, which includes but is not limited to:

(A) The application is incomplete or contains false, misleading or fraudulent statements with respect to any information required;

(B) The proposed distress merchandise sale would interfere with the health, safety or general welfare of the public or constitute a breach of peace;

(C) The proposed distress merchandise sale or the permittee fails to satisfy any qualification or requirement imposed by this Code, or other local, State or Federal law or regulation pertaining to such activities;

(D) The applicant fails to comply with any conditions of his license or permit;

(E) The inventory contains goods, wares or merchandise held by the applicant on consignment;

(F) The applicant is or has been in violation of this Chapter or has had a permit issued to him pursuant to this Chapter revoked within a five year period immediately preceding the date of the present application for permit;

(G) The inventory contains goods, wares or merchandise which were purchased by the applicant or added to his stock in contemplation of such sale, and for the purpose of selling the same at such sale.

For the purpose of this subparagraph, any unusual addition to the stock of such goods, wares or merchandise made within sixty days prior to the filing of such application shall be prima facie evidence that such addition was made in contemplation of such sale and for the purpose of selling the same at such sale;

(H) Any representation made in said application is not true or any advertisement proposed to be used in connection with said sale is misleading.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-5)

6.34.060 Permit—Contents.

The permit shall specify the location at which the distress merchandise sale is to be conducted and the period of time, specifying the dates thereof, for which the permit is granted. It is unlawful for any permittee to conduct such sale at any place or at any time other than that specified in such permit.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-6)

6.34.070 Permit—Effective for thirty days—Extension.

The permit for a distress merchandise sale shall be issued for a period not to exceed thirty days. However, the Director for good cause may extend said permit for an additional period not to exceed thirty days, providing the permittee has submitted with an application for renewal a revised inventory showing the items listed on the original inventory remaining unsold.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-7)

6.34.080 Permittee subject to restrictions.

The permittee, in conducting a distress merchandise sale, shall:

(A) Sell or offer for sale as distressed merchandise only those goods, wares and merchandise described in the inventory submitted with his application for a permit;

(B) Prominently display the permit at the authorized place of sale;

(C) Keep suitable records during and at the location of the sale, in which shall be made daily entries showing each item sold that day and the price paid by the purchaser. Said records shall be open for inspection by the Director or his designated representative;

(D) Segregate any other goods apart from the goods listed in the filed inventory as being objects of the distress sale and shall make such distinction clear to the public by placing tags on all inventoried goods in and about the place of sale apprising the public of the status of all such goods;

(E) Conduct the licensed sale in strict conformity with any advertising or holding out incident thereto and refrain from employing any untrue, deceptive or misleading advertising;

(F) Include in all advertising the number of the distress merchandise sale permit, the beginning date of sale, and the ending date of said sale.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-8)

6.34.090 Permit—Limitations.

Where the applicant operates more than one place of business the permit issued shall apply only to the one store or branch specified in the application and no other store or branch shall advertise or represent that it is cooperating with it, or in any way participating in the permitted sale, nor shall the store or branch conducting the sale advertise or represent that any other store or branch is cooperating with it or participating in any way in the permitted sale.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-9)

6.34.100 Permit—Fee.

The licensee must pay in advance a permit fee of one hundred fifty dollars before the permit authorized by this Chapter is issued.

(Ord. 3019 § 2 (part), 1982: prior code § 5-14-11)

CHAPTER 6.39 FOOD CATERERS

6.39.010 Food caterer defined.
6.39.020 License—Required.
6.39.030 Food caterer permit.
6.39.040 Food caterer permit—Application.
6.39.050 Food caterer permit—Issuance.
6.39.060 Fee.

6.39.010 Food caterer defined.

As used in this Chapter, unless the context otherwise requires, "food caterer" means a business that completely or partially prepares food at a fixed business location for delivery by vehicle to a location off the business premises for serving and consumption purposes.

(Ord. 4052 § 2, 1997)

6.39.020 License—Required.

Except as otherwise provided in this Chapter, no person shall engage in the business of a food caterer without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Code.

(Ord. 4052 § 3, 1997)

6.39.030 Food caterer permit.

Any person licensed by the City of North Las Vegas, City of Henderson or the County to provide food catering services from a fixed business location within that jurisdiction is not required to have a valid unexpired license to provide food catering services in the City; provided, however, that such person first has applied for, and has been issued, a food caterer permit to provide food catering services at an event in accordance with the provisions of Section 6.39.040 of this Chapter.

(Ord. 4052 § 4, 1997)

6.39.040 Food caterer permit—Application.

Applicants for a permit to provide food catering services shall comply with the following provisions:

(A) The application shall be made to the Department on forms provided by it, not less than three days prior to the proposed event unless otherwise authorized by the Director of the Department or his or her designee upon the applicant showing the impracticability of his or her compliance with the advance filing requirement.

(B) The application shall set forth the following information:

(1) Name and address of the applicant;

(2) Date, hour, address and description of the event;

(3) Approximate number of persons to be in attendance; and

(4) The name of the sponsor of the event.

(C) Each event requires a separate permit.

(D) A nonrefundable fee of ten dollars for each permit requested must be paid when the application is filed.

(Ord. 4052 § 5, 1997)

6.39.050 Food caterer permit—Issuance.

The Director of the Department may issue a permit to provide food catering services to an applicant if the Director finds there is compliance with the following provisions:

(A) The food catering services will be provided in accordance with the requirements of the Health District.

(B) The permit shall state the date, hours, and location of the food catering services permitted. Any food catering services at times or places beyond that stated in the permit shall be grounds for disciplinary action.

(C) The food catering services will be performed consistent with this Chapter and in such a manner as to pose no threats to the general health, safety, welfare or morals of the inhabitants of the City.

(D) The food catering permit application requirements of Section 6.39.040 of this Chapter have been met.

(Ord. 5998 § 86, 2008: Ord. 5386 § 6, 2001: Ord. 4052 § 6, 1997)

6.39.060 Fee.

Each person required to be licensed by this Chapter shall pay in advance a semiannual license fee based on gross sales as specified in LVMC 6.04.005.

(Ord. 4052 § 7, 1997)

CHAPTER 6.72 RETAIL DEMONSTRATION MERCHANDISE SALES STORES

6.72.010 Definitions.
6.72.020 Regulation—Compliance with Code.
6.72.030 License—Required.
6.72.050 Bond.
6.72.070 Demonstrator license.
6.72.080 Store license fee.
6.72.090 Location restrictions—Special use permit.
6.72.110 Ledger requirements.
6.72.120 False offers to purchase.
6.72.130 False representation.
6.72.140 Substitution of articles.
6.72.150 Jewelry tag—Required—Content.
6.72.160 Jewelry tag—Reading before sale.
6.72.170 Posting name of licensee.
6.72.180 Refunds—Right of purchaser.
6.72.190 Refunds—Sign in store.

6.72.010 Definitions.

Whenever used in this Chapter, the following words shall have the meaning described in this Section, unless the context clearly indicates a different meaning:

(A) "Demonstrator" means any individual who presents, demonstrates, sells, offers or agrees to sell, or sets the price for any goods, wares, or merchandise that is demonstrated, offered or sold to any person while attending or patronizing a retail merchandise demonstration sales store.

(B) "Jewelry" means any goods, wares, or merchandise customarily kept in retail jewelry stores for sale, including but not limited to, precious and semi-precious stones and imitations thereof, whether sold or offered for sale with or without settings, watches, rings, bracelets, necklaces or articles made in whole or in part of gold, silver, platinum or other precious or semi-precious metals whether solid, plated or overlaid.

(D) "Retail demonstration merchandise sales store" means a person in the business of selling goods, wares or merchandise by utilizing a demonstrator who presents and demonstrates such goods, wares or merchandise to an assembled group of three or more persons, sets the price of the article to be sold, and then agrees to sell the article to persons willing to pay the set price, and/or a person who advertises or holds himself out as a demonstration place or showroom for the sale of goods, wares or merchandise.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-1)

6.72.020 Regulation—Compliance with Code.

The City Council finds that, unless regulated strictly, the business of retail demonstration merchandise sales stores can be deceptive, fraudulent or misleading to many members of the public patronizing such business and that such businesses must therefor comply with Chapter 6.06.

(Ord. 5998 § 122, 2008: Ord. 2286 § 2, 1982: prior code § 5-36-2)

6.72.030 License—Required.

No person shall engage in the business or act as a demonstrator for a retail demonstration merchandise sales store without first obtaining and thereafter maintaining a valid unexpired license therefor as provided in this Code.

(Ord. 2286 § 3, 1982: prior code § 5-36-3)

6.72.050 Bond.

No license to conduct a business as a retail demonstration merchandise sales store shall be granted unless and until the applicant has filed with the Department a surety bond in the sum of twenty-five thousand dollars and with surety acceptable to and approved by the City Attorney. Such bond shall be conditioned that said licensee shall faithfully observe and comply with the provisions of this Chapter at all times during the continuance of such license, and conditioned further to indemnify, keep, save and hold harmless the City, or any other person, against all liabilities, judgments, costs, damages and expenses which the City, or any other person, may incur as a consequence of the issuance of said license, or by reason of any act or failure to act by said licensee, or by the failure or neglect of such licensee to observe and comply with this Code and with any State or Federal law.

(Ord. 5998 § 123, 2008: Ord. 2148 § 2 (part), 1981: prior code § 5-36-6)

6.72.070 Demonstrator license.

The semiannual license fee for each demonstrator shall be one hundred fifty dollars. This license fee is not pro-ratable and the license is nontransferable. The demonstrator's license must be in the possession of the licensee at any time the licensee is acting as a demonstrator.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-4)

6.72.080 Store license fee.

The semiannual license fee for any person engaged in the business of operating a retail demonstration merchandise sales store is five hundred dollars or five percent of gross sales, whichever is greater, to be collected in accordance with the provisions of Section 6.02.180 et seq. The City Council declares that the cost of regulation of this kind of business is greater than normal because continuous inspections are required, thereby requiring the employment of additional inspectors by the Department.

(Ord. 5998 § 124, 2008: Ord. 2148 § 2 (part), 1981: prior code § 5-36-5)

6.72.090 Location restrictions—Special use permit.

(A) The retail demonstration merchandise sales store license shall specify the location where such sales are to be conducted and the period of time, specifying the dates thereof, for which

the license is effective. It shall be unlawful for any licensee to conduct a retail demonstration merchandise sale at any place or at any time other than that specified on his license.

(B) Licenses shall be issued only in connection with a special use permit and only in zones where businesses of this type are permitted. No license shall be issued for a business location in the district bounded by the Union Pacific Railroad tracks on the west, Bonanza Road on the north, Eighth Street on the east and Bridget Avenue on the south.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-7)

6.72.110 Ledger requirements.

(A) Every retail demonstration merchandise sales store licensee shall keep accurate ledgers in which shall be delineated an inventory, in a clear, legible manner, or:

(1) All goods received at such store;

(2) Date of receipt;

(3) The cost price to the licensee of all goods, including goods purchased by said licensee on consignment for purposes of sale together with the name and address of the vendor;

(4) The names and addresses of the purchasers at the demonstration of sale;

(5) The date sold and the price paid by the purchaser together with detailed description of each article so sold.

(B) The records shall be open to inspection during normal business hours by the Director of the Department or the Director's duly authorized enforcement officers.

(Ord. 5998 § 125, 2008: Ord. 2148 § 2 (part), 1981: prior code § 5-36-9)

6.72.120 False offers to purchase.

It shall be unlawful for any demonstrator to accept other than bona fide purchase offers during the time the demonstration sale is being conducted.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-10)

6.72.130 False representation.

It shall be unlawful for any demonstrator in describing the merchandise that he is offering to any prospective purchaser at a price fixed by the demonstrator to directly or indirectly, either by verbal or written statement or advertisement, make any false representation as to the exact and correct material quality, condition, and value as well as the ownership and/or manufacturer of the merchandise.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-11)

6.72.140 Substitution of articles.

It shall be unlawful for any person to substitute another article for the article being demonstrated and all articles of merchandise that are being sold must, at all times, be kept within sight of the purchaser until delivered to his possession.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-12)

6.72.150 Jewelry tag—Required—Content.

Each article of jewelry offered for sale by a retail demonstration merchandise sales store shall have attached securely thereto a tag or label upon which shall be plainly written or printed in English a true and correct statement of the kind and quality of the metal or other substance of which the article is made and the weight, karat, and percentage of purity thereof.

(A) If the article is plated or overlaid, then the tag or label shall contain a true statement of the kind of metal or material under the plating.

(B) If the article is in whole or part a precious, semiprecious, synthetic, or imitation stone, the statement shall contain the name, weight, quality and color of such stone, and synthetics and imitations shall be described as such.

(C) If the article is a watch, the statement shall also contain the true name of the manufacturer thereof, the country of manufacture, and the number of jewels. If a watch consists of old works in a new case, or if any article of jewelry consists of any old or secondhand parts, this fact shall be set forth in the statement.

(D) The tag or label shall remain securely attached to every article sold without any erasure, defacement or obliteration until after the article has been delivered and received by the customer.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-13)

6.72.160 Jewelry tag—Reading before sale.

Before offering to sell any article of jewelry, the demonstrator shall read, in such a manner as to be readily heard and understood at any place in the room where the demonstration sale is being conducted, the description of the article as it appears on the label or tag attached thereto.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-14)

6.72.170 Posting name of licensee.

Every licensee, whether a demonstrator or a licensee of a retail demonstration merchandise sales store, must have his name prominently displayed on or in the place of business in print of at least four inches in height so that the name can be easily read by the customers.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-15)

6.72.180 Refunds—Right of purchaser.

It shall be unlawful for any licensee of a retail demonstration merchandise sales store to refuse to refund or return the money, check or other evidence of indebtedness within twenty-four hours after demand therefor to the person who has purchased an article of merchandise from said licensee when demand has been made for the return of the money, check or other evidence of indebtedness within seventy-two hours after the purchase, provided that the purchaser returns the article or merchandise to the place of purchase in the same condition as it was in when purchased.

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-16)

6.72.190 Refunds—Sign in store.

The licensee in a retail demonstration merchandise sales store shall display, at all times, a sign on the licensed premises of at least eighteen inches by eighteen inches with printing approximately one inch in height by one inch in width for each letter stating. "CASH REFUNDS

WITHIN 24 HOURS IN FULL AMOUNT OF PURCHASE IF DEMAND MADE WITHIN 72 HOURS OF PURCHASE."

(Ord. 2148 § 2 (part), 1981: prior code § 5-36-17)

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2014-3 - Deletes certain work card requirements in multiple chapters of LVMC Title 6, amends multiple chapters of LVMC Title 6 related to work card requirements, and establishes a hearing panel to hear work card appeals. Sponsored by: Councilman Bob Beers

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will eliminate or revise the work card requirements for employees in various licensing categories. It will also establish a hearing panel to hear work card appeals as authorized by State law.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2014-3

BILL NO. 2014-3

ORDINANCE NO. _____

AN ORDINANCE TO DELETE CERTAIN WORK CARD REQUIREMENTS IN MULTIPLE CHAPTERS OF LVMC TITLE 6, AMEND MULTIPLE CHAPTERS OF LVMC TITLE 6 RELATED TO WORK CARD REQUIREMENTS, ESTABLISH A HEARING PANEL TO HEAR WORK CARD APPEALS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Beers

Summary: Deletes certain work card requirements in multiple chapters of LVMC Title 6, amends multiple chapters of LVMC Title 6 related to work card requirements, and establishes a hearing panel to hear work card appeals.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.060: Businesses within the following licensing categories shall pay a two hundred dollars annual business license fee, as set forth below:

Adult day care facility, which is an establishment operated and maintained to provide care, for not more than twelve hours at a time, on a temporary or permanent basis for aged or infirm persons.

Advertising or marketing service, which is any business engaged in the act of designing, producing and disseminating information to the general public, including public relations activities on behalf of persons or businesses.

Auto broker, which is any person who, for a fee or any other consideration, offers to provide to another person the service of arranging, negotiating or assisting in the purchase of a new or used vehicle which has not been registered by the broker.

Automobile leasing, which is any business that leases automobiles or any other kind of motor vehicle that is required to be licensed by the Department of Motor Vehicles and Public Safety.

[Babysitting service, which is any business whose employees are sent to a home or lodging establishment

to care for one or more children who reside there. Each principal of the business and each employee that provides care must obtain a work card pursuant to LVMC Chapter 6.86 and a health card pursuant to regulations of the Health District.]

Bail agent or bail enforcement agent, which is any person who is authorized, employed or contracted by a surety or bail agent to do any of the following:

(A) Solicit bail transactions;

(B) Execute or countersign undertakings of bail;

(C) Pledge currency, money orders or cashier's checks as security for a bail bond in connection with judicial proceedings and receive or be promised money or other things of value therefor;

(D) Enforce the terms and conditions of a defendant's release from custody on bail in a criminal proceeding; or

(E) Locate, apprehend, or surrender a defendant to custody. Each bail agent and bail enforcement agent is required to have an appropriate State license issued in accordance with NRS Chapter 697 before doing business in the City.

Body piercing, which is any business that pierces the skin for the purpose of inserting rings, loops, studs or other implements, or which engages in the sale of those items for use in connection with body piercing.

Environmental analysis, which is any business that tests or analyzes the quality or content of soil, water, atmosphere, or other elements related to the environment.

Health and fitness club, which is any business that is open to the general public and that provides the use of equipment or facilities for the maintenance or development of physical fitness or the control of weight.

Insurance adjuster, which is any person who is licensed or required to be licensed as an adjuster under NRS Chapter 684A and who receives compensation for acting as an adjuster, whether acting as an owner, officer, associate, member or employee of a business.

Insurance agency, which is any business whose agents, brokers, or adjusters transact insurance subject to the regulations of NRS 679A. The license fee for this category includes the first agent, broker or adjuster who otherwise would be required to be pay a license fee under this Section as a sales or service agent or

representative.

Managed health care organization, which is any person who provides, arranges, pays for, or reimburses for the provision of any element of health care services and who controls the amounts to be paid to health care providers by a managed care program.

Management or consulting service, which is any person or firm that conducts budgeting, management counseling, consulting service or promoting for another.

Merchandise broker, which is any person who acts as an agent for others in negotiating contracts, purchases, the sale of goods, wares or services and who does not take physical possession of the merchandise.

Photography business, which is any business that takes photographs for eventual sale to a client or customer of the business.

Remote motor vehicle rental, which is an automobile ticket rental agency or transportation rental agency location with no vehicles on site.

Residential home care provider, which is any person who provides or contracts to provide medical supervision, general care, nursing or housekeeping services to the sick, injured or dependent within a home setting, whether on a temporary or permanent basis.

Sales or service agent or representative, which is any person who sells, solicits, negotiates, offers or performs on behalf of another person the transaction of any instrument or finance related service, including but not limited to insurance, financial or investment advice, securities or similar activities, whether the instrument or service is in possession of the agent or representative and whether the agent or representative is an employee or under contract to perform these activities.

Wire service, which is any person who engages in the business of transmitting or receiving funds by means of a communication system in which the transmission and reception stations are directly connected by one or more telephones or computers.

[Youth employment organization, which is any for-profit or nonprofit organization whose primary purpose is to hire minors to sell a product or service, either door-to-door or at a fixed location. Principals of

an organization must obtain a work card pursuant to LVMC Chapter 6.86. Each organization must comply with State Labor Commission regulations and must first obtain the written consent of the parent or legal guardian of each minor before they are hired.]

SECTION 2: Title 6, Chapter 6(B), Section 85, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06B.085: The following persons are required to secure work cards in accordance with LVMC 6.86:

(A) [All] Except as provided for in Subsection (C), all security guards working in or employed by an adult nightclub must obtain a work card pursuant to LVMC 6.86. In addition to the grounds stated in LVMC 6.86, a work card may be denied for conviction of assault, battery, fraud or conspiracy to commit any such crime. Security guards in adult nightclubs shall not carry firearms, knives, nightsticks, clubs, or chemical or electronic weapons.

(B) All owners if applicants are individual; stockholders owning ten percent or more stock, officers and directors, if applicant is a corporation; and partners, including limited and general partners, if applicant is a partnership; and manager or other person principally in charge of the operation of the business, must obtain a work card from the Las Vegas Metropolitan Police Department, as required in LVMC 6.86. A work card may be denied for any grounds set out in LVMC 6.86. A work card may be denied for any grounds set out in LVMC 6.06B.060(C)(1) or (3) or LVMC 6.06B.080(B).

(C) Those security employees that are licensed or registered under NRS 648.060 are exempt from the work card requirement, but such persons must have their State-issued registration work card that includes a photo ID on their person during the act of performing security duties at the adult nightclub where employed. The employer is responsible for maintaining, and making available for inspection by the Department or Metro, or both, a list of such employees, including names, registry numbers and registration expiration dates.

SECTION 3: Title 6, Chapter 9, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read 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; and

(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 4: Title 6, Chapter 10, Section 83, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.10.083: Any person in the employ of an amusement park, whether a full-time or part time employee or trainee, and whether or not paid, [must possess a valid work card issued by Metro and,] must comply with all applicable health card requirements of the Health District prior to the commencement of work.

SECTION 5: Title 6, Chapter 19, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 6: Title 6, Chapter 35, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.35.080: (A) [No] Except as provided for in Subsection (B), no person shall work at an erotic dance establishment without a valid work card.

(B) Those security employees that are licensed or registered under NRS 648.060 are exempt from the work card requirement, but such persons must have their State-issued registration work card that includes a photo ID on their person during the act of performing security duties at the erotic dance establishment where employed. The employer is responsible for maintaining, and making available for inspection by the Department or Metro, or both, a list of such employees, including names, registry numbers and registration expiration dates.

SECTION 7: Title 6, Chapter 50, Section 440, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.440: (A) It is unlawful for any of the following persons to be employed in, [or to] engage in, [or] participate in, or supervise [in] the retail sales of alcoholic beverages for on or off premises consumption without having in his or her possession a valid work card for alcoholic beverages issued pursuant to LVMC Chapter 6.86:

[(A)] (1) Any person employed in the management of a licensed business establishment who has not been investigated and approved as a principal or key employee, unless such employment has been approved by the Director under a temporary license during the pendency of such temporary license;

[(B) Any person who pours or serves alcoholic beverages for on premises consumption;

(C) Any person who accepts payment for, or monitors, the sale or delivery of alcoholic beverages for off premises consumption; or

(D) Any person who performs the role of security, including the maintaining of order within the business, the verification of identification, and the enforcement of other policies established and maintained by the licensee.]

(2) Any person who exercises supervision and control of, and establishes policies for, an alcoholic beverage establishment;

(3) Any person who pours alcoholic beverages for on-premises consumption, or who serves as a bartender or its functional equivalent;

(4) Any employee of an alcoholic beverage caterer licensed under Section 6.50.025 who is authorized by the licensee to exercise supervision and control of, and to establish policies for, a catered event; or

(5) Any person authorized to supervise the sale or distribution of alcoholic beverages in connection with a time-limited special event license pursuant to Sections 6.50.200 or 6.50.205.

(B) Those bartenders, alcohol servers and security employees that are registered with the Nevada State Gaming Board for nonrestricted gaming at the location employed are exempt from the work card requirement. The employer is responsible for maintaining and making available a Nevada State Gaming Board registry on the premises for inspection by the Department or Metro.

SECTION 8: Title 6, Chapter 53, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby deleted in its entirety.

SECTION 9: Title 6, Chapter 60, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby deleted in its entirety.

SECTION 10: Title 6, Chapter 62, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby deleted in its entirety.

SECTION 11: Title 6, Chapter 80A, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.80A.060: [(A)] If the operation of a temporary merchant requires a temporary commercial permit pursuant to LVMC [19.18.100,] 19.16.160, the applicant shall file, along with the application for a temporary merchant permit, written evidence that a temporary commercial permit has been obtained.

[(B) An applicant for a temporary merchant permit who does not possess a valid business license will be referred to Metro to obtain a work card pursuant to LVMC Chapter 6.86. Approval of the work card must be obtained before issuance of a temporary merchant permit.]

SECTION 12: Title 6, Chapter 86, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.010: Unless the context otherwise requires, the following words used in this Chapter shall have the meaning ascribed to them as follows:

"Department" means the Department of Planning.

"Director" means the Director of Planning and those persons authorized to act in the Director's behalf.

"Hearing panel" means the administrative body designated by the City Council to conduct work card appeals pursuant to Section 6.86.155.

"Metro" means the Las Vegas Metropolitan Police Department.

"Qualified agent" means a principal of the employer or a representative of a non-restricted gaming licensee's human resources department.

"Referral slip" means a written statement signed and dated by a designated authorized agent of an employer which contains the name and address of a person who needs a work card to engage in the employment offered to him by the employer and a description of the kind of employment offered.

"Work card" means a card issued by Metro which authorizes the holder to be employed in the capacity as specified on the card and contains a photograph and other identification of the holder.

SECTION 13: Title 6, Chapter 86, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.070: (A) Each applicant for an original work card, or for a renewal or replacement thereof, shall pay to Metro the non-refundable fees that pertain to that card. The fee amounts shall be in accordance with a fee schedule that has been approved by Metro's Committee on Fiscal Affairs.

(B) Each applicant shall pay the fee established by Metro for the investigation of an application for a work card, whether the application is approved or denied. Such fee is a collectible debt owed to Metro and must be paid in full before a work card will be issued.

(C) In the case of an appeal from the denial, suspension or revocation of a work card, the appellant shall pay to the Department pay an appeal fee of fifty dollars.

SECTION 14: Title 6, Chapter 86, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.090: A work card shall expire five years from the date it is issued unless otherwise designated by Metro, a hearing panel in case of appeal, the City Council or this Code.

SECTION 15: Title 6, Chapter 86, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.110: Metro may deny the issuance or renewal of a work card or suspend or revoke a work card for the following reasons:

(A) The application is incomplete or the applicant or holder has made false, misleading or fraudulent statements with respect to any material information contained in the application;

(B) The applicant has, within ten years of the date of the referral slip, been adjudicated guilty in a court of competent jurisdiction of any offense defined by NRS 179D.097 as a sexual offense.

[(B)] (C) [The applicant or holder is currently under investigation regarding, has committed, or has been convicted of any crime involving moral turpitude. For purposes of this Subsection, an

applicant or holder is currently under investigation during the period of time from the original charge regarding a crime until adjudication of that charge, and crimes of moral turpitude are those crimes which necessarily involve an intent to defraud, intentional dishonesty for personal gain, intentional causing of serious injury to another person, sale of narcotics, possession of narcotics with intent to sell or any sex-related crime;] The applicant has, within seven years of the date of the referral slip, been adjudicated guilty in a court of competent jurisdiction of a felony crime involving violence, theft, or fraud; the sale, possession, distribution or use of a controlled substance; or a law of any other jurisdiction which prohibits the same or similar conduct;

(D) The applicant has, within three years of the date of the referral slip, been adjudicated guilty in a court of competent jurisdiction of a gross misdemeanor crime involving violence, theft, or fraud; the sale, possession, distribution or use of a controlled substance; or law of any other jurisdiction which prohibits the same or similar conduct;

(E) The applicant has, within three years of the date of the referral slip, been adjudicated guilty in a court of competent jurisdiction of any crime not included within Subsection (B) or (C) involving deceptive trade practices, consumer fraud, intent to defraud, fraudulent advertising, or other illegal business practices related to the nature or conduct of the business for which the referral form is made;

(F) A work card for the applicant has been previously denied, suspended or revoked within one year of the date of referral form, or the renewal thereof has been denied by the City or any other jurisdiction with one year of the date of the referral slip;

[(C)] (G) The applicant or holder fails to meet age or other requirements for the particular employment as may be set forth in this Code, or State and Federal laws or regulations;

[(D)] (H) The applicant or holder illegally resides in the United States;

[(E)] (I) The applicant or holder has been subject to a revocation, suspension, or other disciplinary action against a business license or work card or permit in Nevada or any other jurisdiction to the extent that such disciplinary action reflects upon the fitness of the applicant or holder to have a work

card;

[(F)] (J) The applicant or holder has worked for an employer without a work card when one was required;

(K) The applicant or holder has been convicted in a criminal court, or adjudicated guilty of a civil violation by a hearing officer, of selling alcohol to a minor on more than one occasion; or

[(G)] (L) Where substantial information exists showing the applicant or holder to be dishonest or corrupt.

SECTION 16: Title 6, Chapter 86, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.130: [Other than regarding a sex related crime, for which no time restriction is imposed, the period of time for review of an applicant's criminal history shall date back ten years from the date of application for the work card, unless the same crime has been committed more than once during the applicant's adulthood, in which case no time restriction applies to that crime.] The period of time for review of an applicant's criminal history shall date back for a time period consistent with the provisions of LVMC 6.86.110.

SECTION 17: Title 6, Chapter 86, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.150: (A) Except as otherwise provided in Subsection (C), any applicant aggrieved by a decision of Metro with respect to the issuance, renewal, denial, revocation or suspension of a work card may appeal such decision within ten days to the [City Council] hearing panel by filing with the Department a written notice of appeal identifying with specificity the errors of law or fact that the applicant believes were made in connection with Metro's decision.

(B) The [City Council or] hearing panel shall hear the applicant within [forty-five] sixty days of the filing of the appeal, subject to the requirements of the Nevada open meeting law. Upon the filing of an appeal, Metro may issue a temporary work card which will be revoked or become permanent upon the final decision of the [City Council] hearing panel.

(C) In the case of a decision by Metro which is based upon the unemployability of a person pursuant to NRS 648.060(3)(d), the decision is appealable only by means of petition to the State of Nevada District Court.

(D) In addition to any written briefs, exhibits or other documentation submitted on behalf of the applicant's appeal, the applicant or his or her legal counsel shall attend, make an opening statement and be prepared to make oral arguments to the [City Council] hearing panel in support of the appeal. Any criminal history of the applicant relied on by Metro as a basis for its denial, suspension or revocation of the applicant's work card and referenced by the applicant during his or her appeal shall become part of the public record and may be openly discussed during the appeal hearing.

(E) As provided by Section 2.130 of the City Charter, upon a denial of an appeal by the hearing panel, the appellant may request an appeal of the denial to be heard, de novo, by the City Council. Such request must be made to the Director within ten calendar days of the hearing upon which the appeal was denied by the hearing panel. If an appellant fails to appeal within such time period, the appellant is barred from any review of such matter by the City Council.

SECTION 18: Title 6, Chapter 86, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 155, reading as follows:

6.86.155: In accordance with Section 2.130 of the City Charter, a hearing panel is designated by the City Council to hear work card appeals, as follows:

(A) The City Council shall appoint three persons for the purpose of hearing work card appeals.

(B) The Director, or designee, shall serve as Secretary of the hearing panel, and shall be responsible for the affairs of the panel.

(C) The term of each member shall be two years.

(D) Members may be removed by a majority vote of the City Council.

(E) The hearing panel shall provide for the conduct of its business by appropriate rules

and regulations within the intent and meaning of the City Charter and this Chapter.

(F) The hearing panel shall hold regular meetings in accordance with the rules and regulations adopted by this panel.

(G) A chairman for the hearing panel shall be elected by the members for a term of one year by a majority vote of the members.

SECTION 19: Title 6, Chapter 86, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 200, reading as follows:

6.86.200: (A) The City Council or hearing panel may direct the issuance of a temporary work card for an applicant/holder as deemed appropriate in the disposition of an appeal.

(B) The City Council or hearing panel may direct the issuance of a temporary work card limited by specific times, location, occupation or duties unless otherwise prohibited by this Title.

(C) The City Council or hearing panel may impose a mandatory review of the applicant's status by the Director, City Council or designee, or place other conditions reasonably related to the employment of the applicant in conjunction with a temporary work card as deemed appropriate.

SECTION 20: 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 21: 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 22: 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-16-13
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2014-4 - Amends the Unified Development Code to establish the means of allowing a site with development approval entitlements to obtain separate and concurrent approval for temporary development. Proposed by: Scott D. Adams, Deputy City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Unified Development Code to establish the means of allowing a site with development approval entitlements to obtain separate and concurrent approval for temporary development. Under normal circumstances a parcel is not allowed to have more entitlement approval for more than one type of development. This bill will allow a site to have concurrent approvals--one for temporary development and one for long-term development--subject to limitations designed to manage and resolve the concurrent approvals.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2014-4

BILL NO. 2014-4

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO ESTABLISH THE MEANS OF ALLOWING A SITE WITH DEVELOPMENT APPROVAL ENTITLEMENTS TO OBTAIN SEPARATE AND CONCURRENT APPROVAL FOR TEMPORARY DEVELOPMENT, AND TO PROVIDE FOR OTHER RELATED MATTERS

Proposed by: Scott D. Adams, Deputy City Manager

Summary: Amends the Unified Development Code to establish the means of allowing a site with development approval entitlements to obtain separate and concurrent approval for temporary development.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 and 3 of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 16, Section 100, Subsection (I), Paragraph (2), is hereby amended to read as follows:

2. Grounds. A Site Development Plan approval may be revoked or modified by the reviewing authority for cause, including a finding of one or more of the following:

a. That the Site Development Plan approval was obtained by misrepresentation or fraud;

b. That the development is not in compliance with one or more of the conditions of approval;

c. That the development is in violation of any State or local law, ordinance or regulation[.] ; or

d. That the time limits specified in Paragraph (1) of Subsection (K) have expired.

SECTION 3: Title 19, Chapter 16, Section 100, is hereby amended by adding thereto a new Subsection, designated as Subsection (K), reading as follows:

K. Concurrent Approvals—Temporary Development

At the discretion of the City Council, a Site Development Plan may be approved, concurrent with other development approval, to allow a temporary development to be constructed without expunging or invalidating an active, unexpired Site Development Plan, Special Use Permit or associated approval(s). For purposes of this Subsection, "temporary development" means development that is distinct from the long-term development otherwise approved for the site and is intended as an interim use of the site for a limited period of time. Any such concurrent approval for temporary development is subject to the following requirements and limitations:

1. Approval for a temporary development may be for a period not to exceed five years, except as may be extended by means of one Extension of Time for a period not to exceed five years. A request for Extension of Time shall be by means of an application for Extension of Time pursuant to Section 19.16.260, and shall be subject to review and approval by the City Council.

2. No more than one temporary development may be approved for a particular site at any one time.

3. At the conclusion of the time period specified in Paragraph (1) above, including any approved Extension of Time, the developer must agree to abandon the temporary development in favor of the initial, unexpired Site Development Plan approval. Otherwise, the original entitlements are subject to revocation as provided for under Subsection (I) of this Section, and the temporary development shall become the entitled development for the site. Notwithstanding the preceding sentence, if an approval for temporary development under this Subsection (K) included any deviations from standards, including exceptions, waivers, or variances, the developer will be required to resubmit to the entitlement process for approval of the temporary development as the long-term development for the site. This requirement is in recognition of the possibility that 1) the rationale for seeking and granting such deviations may have been that the development was intended to be temporary only and 2) as a result, such deviations might not have been granted otherwise.

SECTION 4: For purposes of Section 2.100(3) of the City Charter, Section 19.16.100 is deemed to be a subchapter rather than a section.

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 and 3 of this Ordinance.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-16-13
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____

_____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
NEW BILL:

Bill No. 2014-6 - Annexation No. ANX-51342 - Property location: located at 5333 West Oakey Boulevard; Petitioned by: Xing Yu; Acreage: 0.65 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at 5333 West Oakey Boulevard. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (February 13, 2014) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2014-6 and Location Map

BILL NO. 2014-6

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-51342)

Sponsored by: Councilwoman Lois Tarkanian

Summary: Annexes property described generally as located at 5333 West Oakey Boulevard.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 1, Township 21 South, Range 60 East, M.D.M., Clark County, State of Nevada, being Parcel 1 of Parcel Map in File 45, Page 27 of Clark County Nevada Records, together with the adjoining half street right of way of OAKEY BOULEVARD (80 foot wide) as dedicated by GRANT DEED recorded March 28, 1961 in Book 295 as Document Number 238688 of Clark County Nevada Records, described as follows:
>
> COMMENCING at the central east one sixteenth (E 1/16) corner of said Section 1,

COMMENCING at the central east one sixteenth (E 1/16) corner of said Section 1, said corner also being the centerline intersection of OAKEY BOULEVARD and EDMOND STREET; thence along the east-west centerline of said Section 1 and the centerline of OAKEY BOULEVARD, North 89°52'04" West 165.00 feet to the POINT OF BEGINNING; thence continuing along said centerline, North 89°52'04" West 153.64 feet to a point of intersection with the northerly 40 foot prolongation of the west line of said Parcel 1; thence along said northerly prolongation and west line of said Parcel 1, South 00°20'06" East 187.08 feet to the southwest corner of said Parcel 1; thence along the south line of said Parcel 1, South 89°59'38" East 153.49 feet to the southeast corner of said Parcel 1; thence along the east line of said Parcel 1 and the northerly 40 foot prolongation of said east line, North 00°17'27" West 186.74 feet to the POINT OF BEGINNING at the centerline of said OAKEY BOULEVARD.

BASIS OF BEARINGS: North 89°52'04" West being the centerline of OAKEY BOULEVARD as shown on Parcel Map in File 45, Page 27 of Clark County Nevada Records.

Prepared by:
Brian Yu, PLS
Dept. of Operation and Maintenance,
Right-of-Way, City of Las Vegas,
333 N. Rancho Drive, 8th Floor,
Las Vegas, NV 89106
byu@lasvegasnevada.gov

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 13th day of February, 2014, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 13th day of February, 2014, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 13th day of February, 2014.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-6-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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": _____

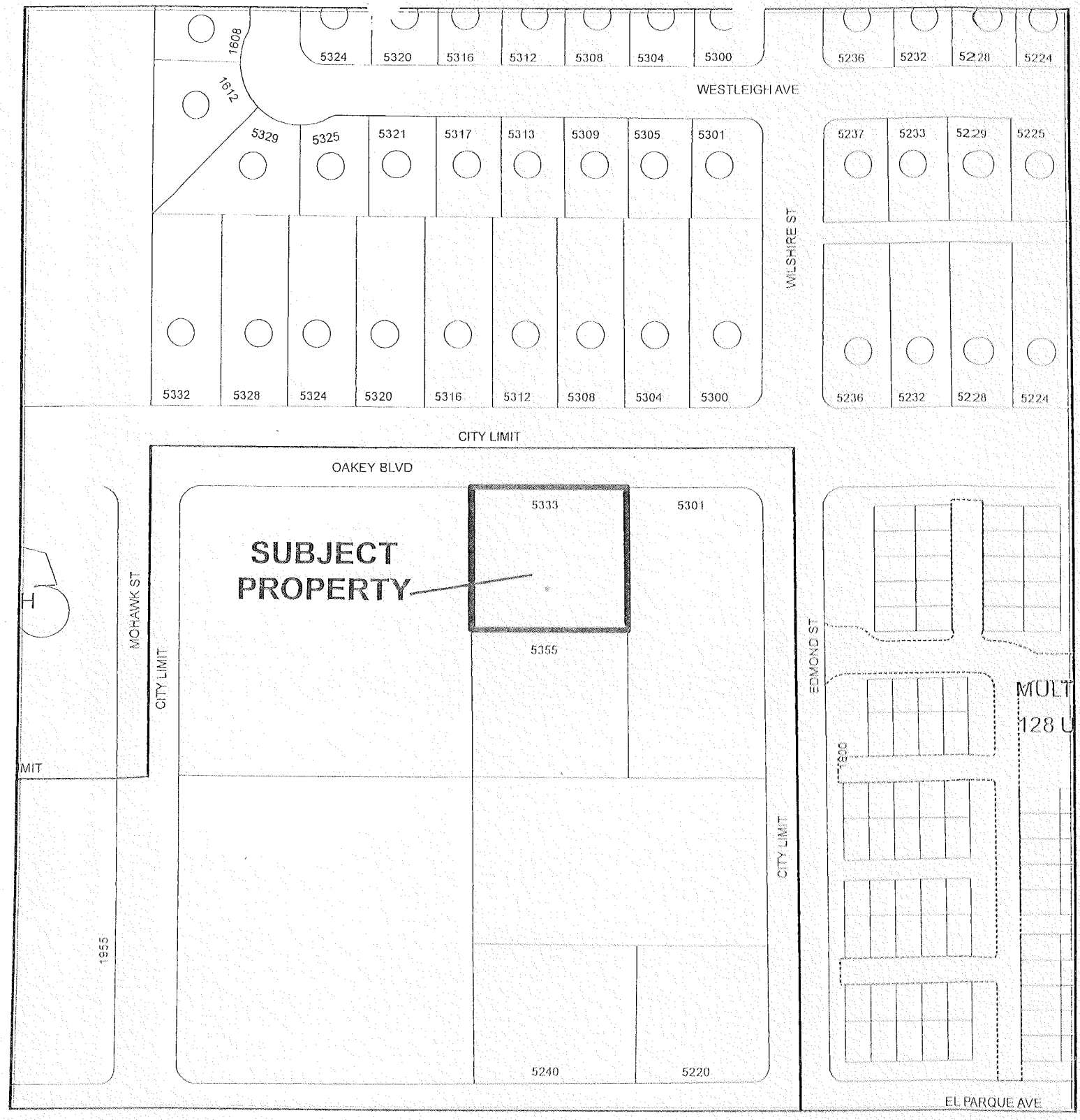
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: ANX-51342

0 100 200 Feet

N

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
NEW BILL:

Bill No. 2014-7 - Annexation No. ANX-47538 - Property location: located at 1960 Ferrell Street; Petitioned by: Board of School Trustees, Clark County School District; Acreage: 13.27 acres; Zoned P-F (County zoning), C-V (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at 1960 Ferrell Street. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (February 13, 2014) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2014-7 and Location Map

BILL NO. 2014-7

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-47538)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 1960 Ferrell Street.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 20 South, Range 61 East M.D.M., Clark County, State of Nevada as shown on GRANT BARGAIN, SALE DEED re-recorded in Book 980729 as Instrument Number 00193 of Clark County, Nevada records, being the west 872.50 feet of said North Half (N 1/2) described as follows:
>
> Commencing at the center quarter section corner of said Section 20; thence along the north line of said North Half (N 1/2) and the centerline of CORAN LANE, South 89°49'30" West 456.00 feet to the Point of Beginning; thence continuing South 89°49'30" West 872.50 feet to the northwest corner of said North Half (N

1/2); thence along the west line of said North Half (N 1/2), South 00°17'07" West 660.04 feet to the southwest corner of said North Half (N 1/2); thence along the south line of said North Half (N 1/2), North 89°55'59" East 877.65 feet; thence North 00°09'42" West 661.67 feet to the Point of Beginning.

Prepared by:
Brian Yu, PLS
Dept. of Operation and Maintenance,
Right-of-Way,
City of Las Vegas,
333 N. Rancho Drive, 8th Floor,
Las Vegas, NV 89106
byu@lasvegasnevada.gov

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational

programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 13th day of February, 2014, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 13th day of February, 2014, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 13th day of February, 2014.

SECTION 7: The described territory, which previously has been zoned P-F (County of Clark classification), is hereby classified as C-V (City of Las Vegas classification),

which is deemed to be the City equivalent of the County classification.

SECTION 8: 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 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-6-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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": _____

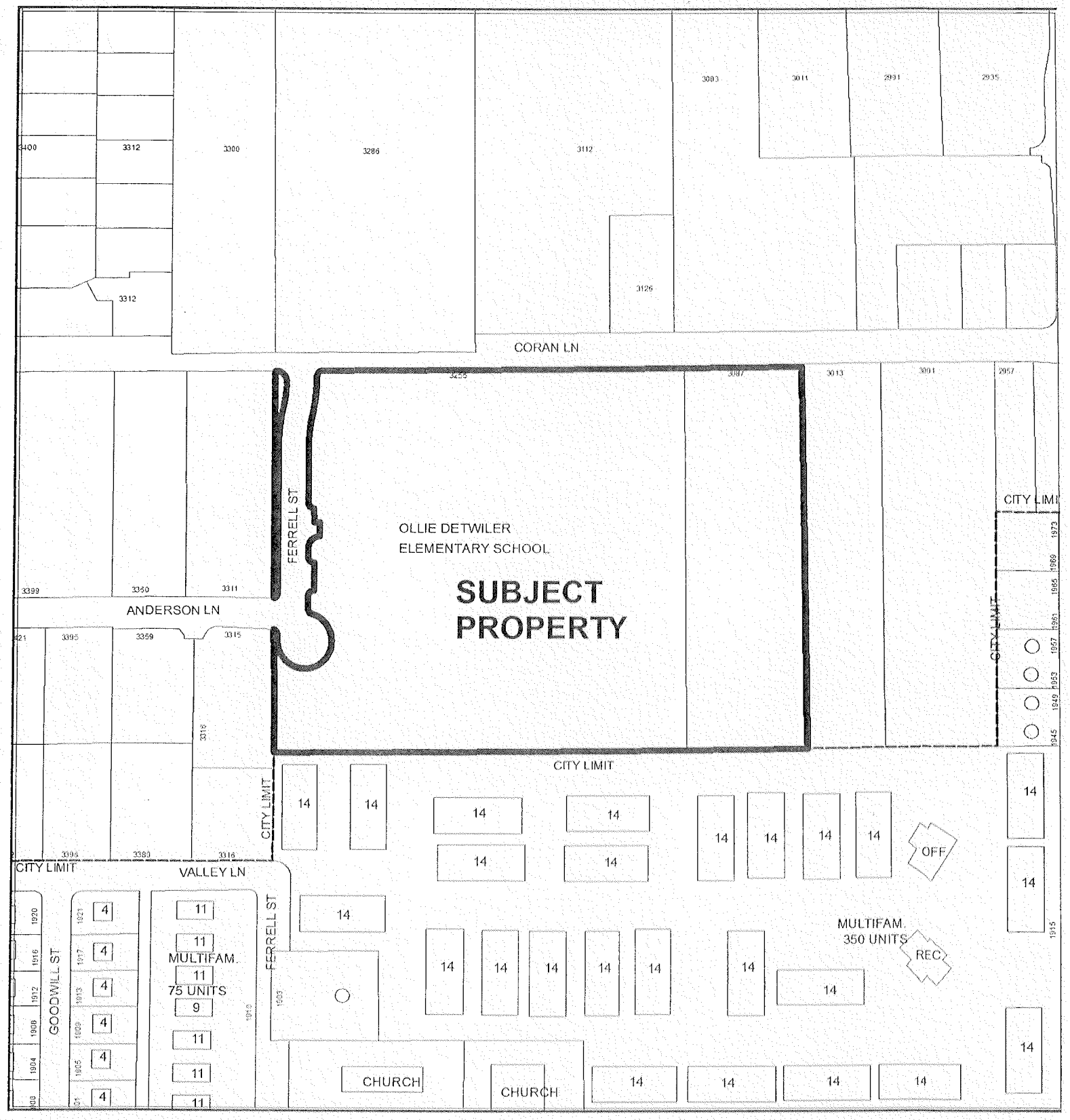
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-47538**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
NEW BILL:

Bill No. 2014-8 - Updates the standards applicable to home occupation permits; eliminates the exception from the home occupation permit requirement for educational activities, including music lessons, tutoring and religious instruction; and establishes parameters for cottage food operations to be conducted as a home occupation. (TXT-51219) 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 standards applicable to home occupation permits. One change will eliminate the exception from the home occupation permit requirement for educational activities, including music lessons, tutoring and religious instruction. Another change will establish parameters for cottage food operations to be conducted as a home occupation, implementing recent changes to State law.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2014-8

BILL NO. 2014-8

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO UPDATE THE STANDARDS APPLICABLE TO HOME OCCUPATION PERMITS; ELIMINATE THE EXCEPTION FROM THE HOME OCCUPATION PERMIT REQUIREMENT FOR EDUCATIONAL ACTIVITIES, INCLUDING MUSIC LESSONS, TUTORING AND RELIGIOUS INSTRUCTION; ESTABLISH PARAMETERS FOR COTTAGE FOOD OPERATIONS TO BE CONDUCTED AS A HOME OCCUPATION; AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Updates the standards applicable to home occupation permits; eliminates the exception from the home occupation permit requirement for educational activities, including music lessons, tutoring and religious instruction; and establishes parameters for cottage food operations to be conducted as a home occupation.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 through 6, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended to indicate that home occupations are allowable in each of the zoning districts described in Table 2. In order to reflect the amendment, the letter "H" shall be added to the columns for the P-O, O, C-1, C-2, C-PB, C-M and M Zoning Districts.

SECTION 3: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Home Occupation" so that the description of the use reads as follows:

Description: An income producing activity conducted [in a residential zone] from a residential dwelling unit pursuant to LVMC 19.16.180.

SECTION 4: Title 19, Chapter 16, Section 180, is hereby amended to read as follows:

19.16.180 Home Occupation Permit

A. Purpose

The purpose of this Section is to provide for a Home Occupation Permit to allow limited types of income producing activities [within residential zoning districts.] conducted from a residential dwelling unit. A home occupation is an incidental or secondary use so located that the average neighbor, under normal circumstances, would not be aware of its existence. Except as otherwise provided in this Section and Title, no [residentially zoned parcel] residential dwelling unit may be used for the purpose of conducting any business or income producing activity except as allowed by means of a Home Occupation Permit.

B. [Exceptions

No Home Occupation Permit shall be required for educational activities, including but not limited to music lessons, academic tutoring or religious instruction, provided that no more than two students are present at any one time and the use complies with the requirements of this Section.

C.] Authority

The Director or, upon appeal, the Planning Commission, shall have the authority to approve, approve with conditions, or deny a Home Occupation Permit. In approving a Home Occupation application, the Director (or if applicable, the Planning Commission) may impose conditions, stipulations or restrictions as are deemed necessary to ensure that the activity will be consistent with the intent of this Section.

[D.] C. Application

An application for a Home Occupation Permit shall be filed with the Director. The application shall contain sufficient information and detail to enable the Director to determine the appropriateness of issuing a permit under this Section. If the Home Occupation is to be conducted by the tenant of property which is leased or rented, the tenant shall obtain written authorization from the property owner or property manager and submit the authorization with the Home Occupation Permit application.

[E.] D. Process and Review

Within 30 days after receipt of a complete application, the Director shall approve, approve with conditions, or deny the application.

[F.] E. Decision and Notice of Decision

1. The Director shall approve a Home Occupation Permit if the Director finds that:

a. The proposed Home Occupation is compatible with the existing residential uses on the property and surrounding properties; and

b. The proposed Home Occupation will conform to the Operational Standards and requirements contained in this [subchapter.] Section.

2. The Director shall provide written notice of the decision, which shall include the reasons for the decision and, if the decision is to approve the Home Occupation Permit, any modifications, conditions or limitations that the Director may impose. The notice shall be provided to the owner or the owner's agent.

[G.] F. Operational Standards

1. In order to approve a Home Occupation Permit, the Director (or if appealed, the Planning Commission) must be satisfied that the proposed Home Occupation can and will comply with the following operational standards:

a. Only the occupants of the dwelling unit shall be engaged in the business activity approved for the Home Occupation Permit;

b. No employees shall report to work or be dispatched from the property;

c. There shall be no transacting of business or offers to transact business with customers or clients who have come to the property[;], with the following exceptions:

i. Educational activities, including without limitation music lessons and academic tutoring, by appointment only, and provided that no more than two students are present at any one time; and

ii. A cottage food operation, subject to the following:

(A) Except as permitted as part of a garage or yard sale under Subsubparagraph (B) below, no more than two customers may be present on the property at any one time;

(B) The outdoor sale of food items may occur with no restriction on the number of customers present, but only in accordance with the garage or yard sale provisions of LVMC 19.12.020(B)(1);

d. There shall be no signage or other advertising of any kind, whether on the property or

elsewhere, which advertises the address or physical location of the property or identifies the existence of a Home Occupation on the property. A home telephone number or a post office box may be advertised by any medium other than on-site signage;

e. No [motor vehicle repair, paint or body work;] repair, painting or body work pertaining to motor vehicles or trailers; sales of vehicles by a vehicle dealer as defined in NRS Chapter 482; commercial preparation of food for service on the premises; business related to or involving explosives, ammunitions or weapons; beauty parlor or barber shop; or ambulance or related emergency services shall be permitted as a Home Occupation;

f. A Home Occupation shall not create pedestrian, automobile or truck traffic in excess of the normal amount associated with residential uses in the district;

g. A Home Occupation shall be conducted exclusively within the main dwelling or within an accessory structure which has been approved for the Home Occupation Permit, except for horticultural activities;

h. No more than one vehicle, with a maximum capacity of one-ton, shall be used in connection with a Home Occupation Permit;

i. The number of on-site parking spaces shall not be reduced to less than two;

j. There shall be no outdoor storage or use of any toxic chemicals or hazardous materials of any type or in any amount not normally found in a residential structure;

k. There shall be no electrical or mechanical equipment which is not normally found in a residential structure, and no equipment found on the premises shall cause a change in the fire safety or occupancy classification of the dwelling unit; and

l. No Home Occupation shall create or cause noise, dust, light, vibration, gas, fumes, toxic/hazardous materials, smoke, glare, electrical interference or other hazards or nuisances.

2. The following uses are uses that normally may be permitted by means of Home Occupation Permit if they can be conducted in compliance with the Operational Standards in Paragraph (1) of this Subsection. This is not a comprehensive list but should be used to establish appropriate types of uses for Home

Occupations.

a. 800 and 900 number telephone services;

b. Accounting, bookkeeping, tax preparation or related services;

c. Appraisal, real estate or related services;

d. Architectural, engineering, general contractor or related professional services;

e. Artist, artisans, hobbyists, jeweler or related services;

f. Computer based businesses, desktop publishing, drafting or related services;

g. Consulting or related services;

h. Employment services;

i. Financial investment, brokerage or related services;

j. Handicrafts, gift basket assembly, floral, ceramics or related services;

k. Health fitness training services;

l. Home improvement and repair services;

m. Incidental office and telephone uses;

n. Information services;

o. Insurance services;

p. Interior design and decorating services;

q. Legal, court reporting or related services;

r. Mail order and catalog services;

s. Mobile serve businesses;

t. Network marketing services;

u. Janitorial, maintenance and repair services;

v. Party planning services;

w. Photography, video or related services;

x. Secretarial, typing, answering or related services;

y. Tailoring and sewing services;

z. Teaching or related services with a maximum of two students at any one time;

aa. Travel services;

bb. Vending machine businesses; [and]

cc. Writers, authors or related professionals[.]; and

dd. Cottage food operations.

3. Any Home Occupation Permit which is found to be similar to those enumerated in this Subsection and which, in the opinion of the Director, is compatible with the intent of this Section, may be approved or approved with conditions. If the Director determines that a proposed Home Occupation would be detrimental to the public health, safety and welfare or injurious to the existing land uses on the property or to the surrounding properties, or does not substantially conform to the Operational Standards contained in this Section, the Director shall deny the Home Occupation Permit.

[H.] G. Appeal of Director's Action

If the applicant is aggrieved by the Director's decision, or any conditions attached thereto, the applicant may appeal the decision to the Planning Commission by written request within 10 days after the date of decision by the Director. The appeal must be filed with the Department. The appeal hearing shall be scheduled as soon as is reasonably possible, and appropriate notice of the hearing shall be provided. The Planning Commission may affirm, reverse or modify the Director's decision. Notice of the Planning Commission's decision shall be provided to the applicant or the applicant's agent, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

[I.] H. Optional Treatment of Appeal

The Director or Planning Commission may require that an appeal filed pursuant to Subsection [(H)] (G) be heard as a public hearing item. The requirement for a public hearing must be based upon a determination that, in the instance of that particular application, the public interest will best be served by providing notice and an opportunity to be heard to surrounding property owners. In such event, the Director shall process the application in accordance with the standards and procedures for Special Use Permit applications.

[J.] I. Transfer of Permits

A Home Occupation permit shall not be transferable to:

1. Another address, or

2. Any person other than the applicant, a family member residing in the home, or a legal entity in which the applicant or resident family member has a controlling interest.

[K.] J. Expiration

Home Occupation Permits not exercised within one year after approval shall be void without further action unless a greater time limit is specified in the approval. Home Occupation uses which cease for more than 6 months shall be void without further action.

[L.] K. Revocation or Modification

1. Notice and Hearing. Upon proper notice to, and an opportunity to be heard by, the permit holder, the Director may revoke or modify a Home Occupation permit if the Director determines one or more of the following:

a. That the Home Occupation is not in compliance with one or more of the Operational Standards of this [Subchapter;] Section;

b. That the Home Occupation Permit was obtained by misrepresentation or fraud;

c. That the Home Occupation is being conducted in violation of any statute, ordinance, law or regulation.

2. Appeal and Notice of Decision. The Director's decision may be appealed in the same manner as the initial denial of a Home Occupation Permit, in accordance with Subsection [(H).] (G). The provisions of Subsection [(I)] (H) shall not apply to the appeal, except that the Director [and the] or the Planning Commission may provide notice and opportunity to be heard to surrounding property owners.

SECTION 5: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Home Occupation" to read as follows:

Home Occupation. An income producing activity conducted [in a residential zone] from a residential dwelling unit pursuant to LVMC [19.16.170.] 19.16.180.

SECTION 6: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto the

following term, together with its corresponding definition:

Cottage Food Operation. An operation which manufacturers or prepares a food item by any manner or means whatever for sale, or which offers or displays a food item for sale, if each such food item is:

1. Sold on the private property of the natural person who manufactures or prepares the food item or at a location where the natural person who manufactures or prepares the food item sells the food item directly to a consumer, including, without limitation, a farmers' market, flea market, swap meet, church bazaar, garage or yard sale or craft fair, by means of an in-person transaction that does not involve selling the food item by telephone or via the Internet; and

2. Sold to a natural person for his or her consumption and not for resale.

↪ As used in this definition, "food item" means any of the following: Nuts and nut mixes; candies; jams, jellies and preserves; vinegar and flavored vinegar; dry herbs and seasoning mixes; dried fruits; cereals, trail mixes and granola; popcorn and popcorn balls; or baked goods that are not potentially hazardous foods; do not contain cream, uncooked egg, custard, meringue or cream cheese frosting or garnishes; and do not require time or temperature controls for food safety.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010, 19.12.070, 19.16.180 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Sections 2 to 6, inclusive, of this Ordinance.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 10: 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-6-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
NEW BILL:

Bill No. 2014-9 - Allows a special event permit issued under LVMC Chapter 12.02 to function as a temporary sign permit and temporary sign certificate under the Unified Development Code under certain circumstances. (TXT-51221) 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 allow a special event permit issued under LVMC Chapter 12.02 to function as a temporary sign permit and temporary sign certificate under the Unified Development Code under certain circumstances. The change will streamline and consolidate approval processes for special events that include signage.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2014-9

BILL NO. 2014-9

ORDINANCE NO. _____

AN ORDINANCE TO ALLOW A SPECIAL EVENT PERMIT ISSUED UNDER LVMC CHAPTER 12.02 TO FUNCTION AS A TEMPORARY SIGN PERMIT AND TEMPORARY SIGN CERTIFICATE UNDER THE UNIFIED DEVELOPMENT CODE UNDER CERTAIN CIRCUMSTANCES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Allows a special event permit issued under LVMC Chapter 12.02 to function as a temporary sign permit and temporary sign certificate under the Unified Development Code under certain circumstances.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 16, Section 170, Subsection (A), is hereby amended to read as follows:

A. Procedures

Except as otherwise provided in this Subsection (A), [The] the procedures contained in this Section shall govern the application for, and issuance of, all temporary sign permits under this Title. In the case of special event signs referred to in Section 19.08.120(G)(1)(b), a special event permit issued pursuant to LVMC Chapter 12.02 that addresses such signage for a particular event shall serve as the temporary sign permit and the temporary sign certificate for that signage that otherwise would be required by this Section 19.16.170 and by Section 19.08.120(G)(1)(b).

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.16.170 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into

the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: 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.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-6-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
NEW BILL:

Bill No. 2014-10 - Permits the Director of Planning discretion as to when an ice cream truck shall be inspected prior to the issuance or renewal of its business license. Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
Ordinance No. 6288, adopted on November 20, 2013, contained a number of ordinance changes regarding ice cream trucks, including a change regarding the inspection of trucks. One of the objectives of the change was to give the Director of Planning discretion whether or not to require an inspection in connection with initial licensing or renewal, but the adopted language did not reflect that discretion. This bill will amend the inspection-related language accordingly.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2014-10

BILL NO. 2014-10

ORDINANCE NO. _____

AN ORDINANCE TO PERMIT THE DIRECTOR OF PLANNING DISCRETION AS TO WHEN AN ICE CREAM TRUCK SHALL BE INSPECTED PRIOR TO THE ISSUANCE OR RENEWAL OF ITS BUSINESS LICENSE; AND PROVIDING FOR OTHER MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Permits the Director of Planning discretion as to when an ice cream truck shall be inspected prior to the issuance or renewal of its business license.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6288 and Title 6, Chapter 47, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 6.47.040 reads as follows:

6.47.040: (A) Independent of any certification requirement of the Health District, the Director may require an ice cream truck [must first] to be inspected on behalf of the Department and found to be in compliance with LVMC 6.47.100 before a business license may be issued or renewed for the operation of that truck. At the discretion of the Director, the inspection may be conducted by the Department personnel, an outside vendor or by another local jurisdiction. The applicant or licensee shall pay an inspection fee of fifty dollars for the first inspection. If an ice cream truck does not pass the first inspection, the applicant or licensee shall pay a reinspection fee of fifty dollars for each reinspection until the truck complies with LVMC 6.47.100.

(B) In connection with the initial licensing of an ice cream truck business, the applicant must demonstrate compliance with LVMC 6.47.050 and 6.47.110 before the issuance of the initial license. Following the issuance of an initial license, the licensee, on an ongoing basis and in connection with annual renewal, may certify compliance with those sections by means of an affidavit. However, such certification by affidavit does not preclude the Department, at any time, from requiring actual proof of compliance with those sections.

(C) Ice cream trucks do not have to be re-inspected again for the April renewal if they have recently passed inspection since January 1st of the current year.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-7-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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 1230 Melville Drive for fees in the amount of $2,254.75 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $21,754.75. PROPERTY OWNER: WILLIAM & PATSY S. GOODIER - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,254.75
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Construction Group International to remove all trash and debris, remove blue truck in rear yard, remove all high grass and weeds and apply herbicide. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $95,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $985 invoice for Construction Group International, $147.75 administrative fee, and $1,122 in reinspection fees (including late fees), for a total of $2,254.75 to be recorded immediately, and assess a maximum of $19,500 in daily civil penalties to be recorded on or after July 20, 2014.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Information Report
3. Location Maps
4. Report of Expenses
5. Contractor Disclosure
6. Notice of Public Hearing
7. Chronological List of Events
8. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 22, 2014
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 1230 Melville Drive for fees in the amount of $2,254.75 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $21,754.75. PROPERTY OWNER: WILLIAM & PATSY S. GOODIER – Ward 1 (Tarkanian)

Construction Group International completed work on October 29, 2013 at a cost of $985. In addition, $1,122 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $2,254.75 in out-of-pocket expenses.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under Las Vegas Municipal Code Title 9 Health and Safety Code 9.04.100, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

CODE ENFORCEMENT AGENDA ITEM INFORMATION SHEET

Ward 1: - Councilwoman Tarkanian

Address: 1230 Melville Dr. **Description: R-1 SFR/Vacant**

Major Cross Streets: Valley View & Charleston Zip Code: 89102

Foreclosure: No

Registration Status:
Meets Registration Status Yes: ___ No: _X_
Registered: Yes___ No_____
Lender Notified: Yes____ No____

Current Owner: **Since**
May-03

William & Patsy S. Goodier

Case Opened: 5/23/2013
Notice & Order Issued: 7/10/2013
Case Closed: 10/29/2013

Certified Mail Receipt Signed By: Owner ____ Agent ____ Returned X

# of Inspections Completed: Total (11); Failed (7) ; Status Check (3); Passed (1)

Abatement Started: 10/9/2013 **Abatement Completed: 10/29/2013**

Abatement of: Securing of all open doors and windows by boarding. Removal of all refuse, waste, and high dead vegetation from all yard areas. Removal of graffiti from structures.

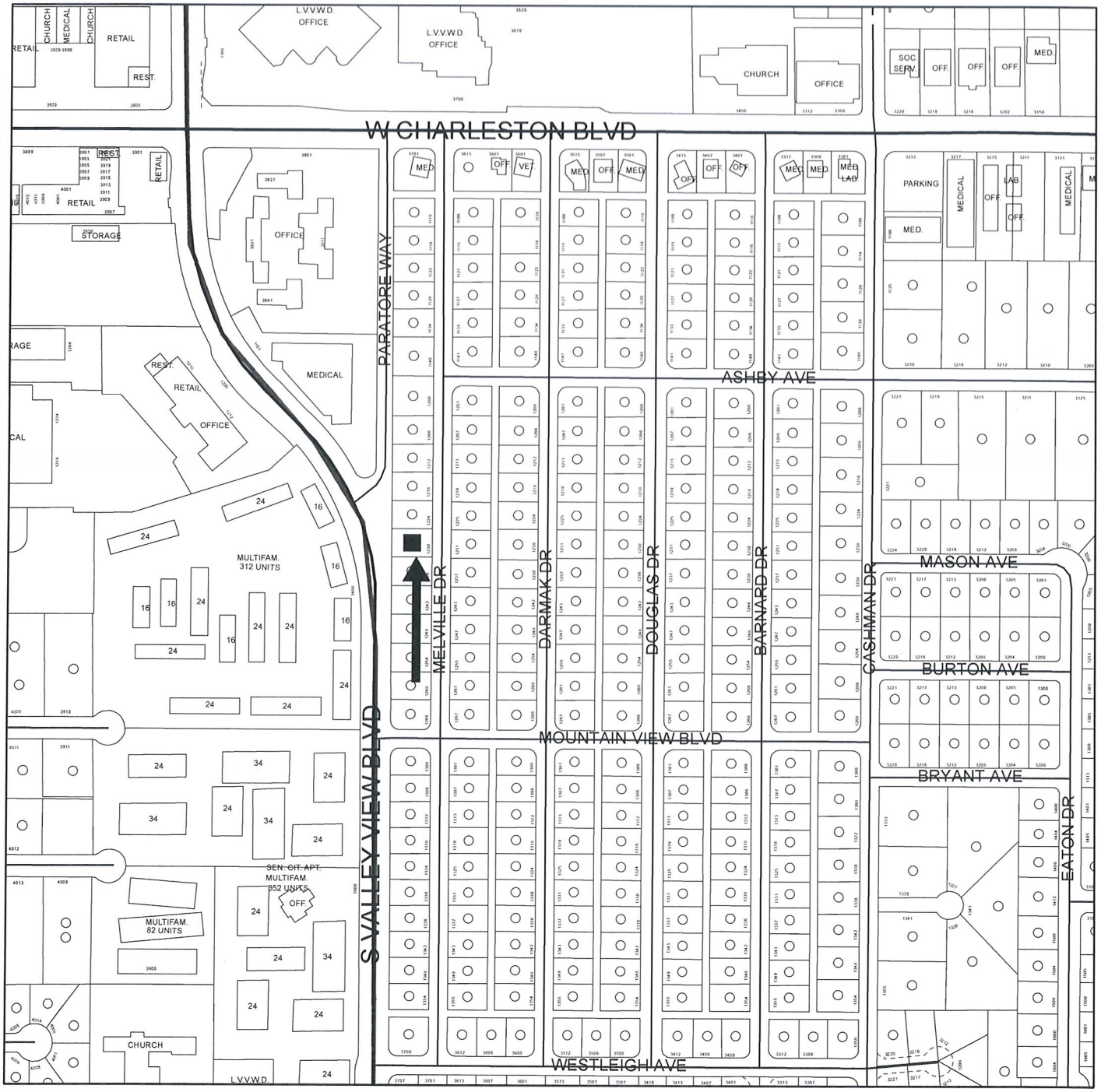
OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT CONTRACT PRICE	$985.00	$0.00	$985.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$147.75	$0.00	$147.75
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$1,020.00	$0.00	$1,020.00
LATE FEES (10% of Inspection Fees):	$102.00	$0.00	$102.00
SUB-TOTAL OUT-OF-POCKET COSTS:	$2,254.75	$0.00	**$2,254.75**
CIVIL PENALTIES			
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	$19,500.00	$0.00	$19,500.00
SUB-TOTAL CIVIL PENALTIES	$19,500.00	$0.00	**$19,500.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES	$21,754.75	$0.00	**$21,754.75**

Property Value Per Zillow.com: $95,000 **As of: 11/19/2013**

STAFF RECOMMENDATION:
THAT THE CITY COUNCIL APPROVE THE EXPENSE REPORT AND ASSESS ALL OUT-OF-POCKET EXPENSES AND CIVIL PENALTIES AS A LIEN AGAINST THE PROPERTY.

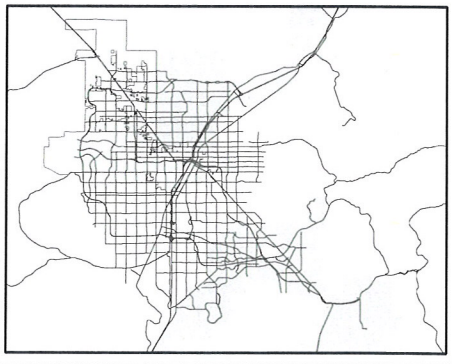
1230 MELVILLE DRIVE
CROSS STREETS - CHARLESTON//VALLEY VIEW

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

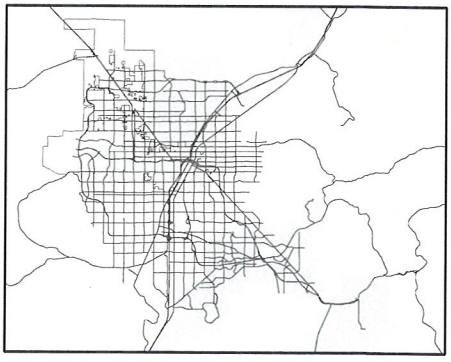
PLANNING & DEVELOPMENT

1230 MELVILLE DRIVE
CROSS STREETS - CHARLESTON//VALLEY VIEW

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: December 31, 2013

Re: Report of Expenses for the abatement of nuisance located at 1230 Melville Drive - Ward 1 (Tarkanian)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash and debris, removing blue truck in rear yard, removing all high grass and weeds, and applying herbicide. The abatement was completed by Construction Group International on October 29, 2013 at a cost of $985.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash and debris.	$490.00
Remove all high grass and weeds and apply herbicide.	$375.00
Remove blue truck in rear yard.	$120.00
AMOUNT DUE:	$985.00
Administrative Processing Fee:	$147.75
Sub-Total:	$1,132.75
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$2,254.75**
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	**$19,500.00**
MAXIMUM TOTAL:	**$21,754.75**
OWNER OF RECORD	WILLIAM & PATSY S. GOODIER
PROPERTY ABATED:	1230 Melville Drive
	Las Vegas, NV 89102
ASSESSOR PARCEL:	162-05-113-006
LEGAL DESCRIPTION:	WESTLEIGH TRACT 3
	PLAT BOOK 3 PAGE 60
	LOT 6 BLOCK 6

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. Penalties are assessed as follows:

2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed;
3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed;
4th re-inspection and additional re-inspections will be assessed a $180 re-inspection fee + a civil penalty. Residential ($500) or Commercial ($750)

If you do not correct the violation within that time, the City may issue a criminal 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.

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 citation;
(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 for residential properties, or ($750) dollars for commercial properties.

Civil penalties may be assessed for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. Any and all unpaid fees are subject to collection and/or liens.

MWB:ld

Construction Group International
6255 McLeod Drive, Suite 19
Las Vegas, NV 89120

Disclosure of Principals

The principals and partners of *Construction Group International* and all persons and entities holding more than 1% interest in *Construction Group International* or any principal of *Construction Group International* are the following:

	Full Name	Business Address	Business Phone
1.	Mark A. Mackell	18684 140th Ave NE BLDG. E Woodinville, WA 98072	425 487 2618
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Construction Group International

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16th day of March, 2009.

Notary Public - State of Nevada
County of Clark
ROBIN A. TUTTLE
My Appointment Expires
No: 91-51974-1 December 16, 2011

Robin A. Tuttle
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

JANUARY 22, 2014

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, JANUARY 22, 2014,** 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 of vacant lot located south of **1230 Melville Drive – Case No. 129136**. The Director of Building and Safety certifies that the sum of **$2,254.75** was expended and Civil Penalties in the sum of **$19,500.00** may be imposed for a total of **$21,754.75**. Owner of record at time of abatement: **WILLIAM & PATSY S. GOODIER – 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 # 129136

1230 MELVILLE DR - Map # 02523-21 Parcel 16205113006

Owner Information:

GOODIER WILLIAM & PATSY S
1230 MELVILLE DR
LAS VEGAS, NV 89102-1822

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: weeds growing in rocks. they need to spray area with round up after picking weeds.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: May 23, 2013

Ward: 1

Date Case Resolved: October 30, 2013

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AN-003: 9.04.010 (4) REFUSE & WASTE
7/3/13 OPEN All areas
Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
5/28/13 OPEN Front & north side yard
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain. Final notice before fee.

AZ1-7A237: 19.12.010(1)RES VEH STORAGE
7/3/13 OPEN Rear yard
Remove blue truck.

Chronology of Events:

May 28, 2013 **CORRECTION NOTICE ISSUED**

May 28, 2013 **Insp#: 1442936**

34) Weeds growing through rocks in front yard & north side yard, just over 8 inches. Previous case 121533 for same violation, closed 11-19-12. No answer, post correction notice. Call back 6-11.

May 29, 2013 **PHOTO & DOCUMENT ELECT MGT**

34

June 10, 2013 **PHONE CALL**

34) Returned call from neighbor Melissa 325-6806. She stated owner William Goodier passed away on 6-8. He was only person living at property. She does not have contact for family.

June 12, 2013 **Insp#: 1444672**

34) Per phone conversation with neighbor on 6-10, owner passed away on 6-8. He lived here alone & she does not have contact for family. Still high weeds. Photos. Checked county recorder- no default. Deed of Trust to Countrywide, recorded 1-15-05, E-mailed 1st correction notice to codeviolations@bankofamerica.com & Marcus Coleman with Safeguard. Call back 6-19.

June 13, 2013	**PHOTO & DOCUMENT ELECT MGT**
	34
June 19, 2013	**EMAIL SENT OR RECEIVED**
	34) Received e-mail from Bank of America stating this has been referred to Safeguard. Forwarded e-mail to Shelba Pittman with Safeguard. Call back 6-26.
June 26, 2013	**Insp#: 1453561**
	34) Still high weeds. Sent e-mail to planocodecomplianceteam@safeguardproperties.com asking when weeds will be removed.
July 03, 2013	**Insp#: 1461403**
	34) Still high weeds. Also refuse/waste & blue truck in rear yard. Photos. $120 fee. Bank of America stated case assigned to Safeguard, but they are not advising when violations will be corrected. Go to Notice & Order.
July 08, 2013	**PHOTO & DOCUMENT ELECT MGT**
	34
July 09, 2013	**NOTICE AND ORDER PROCESSING**
	34) Prepare Notice & Order.
July 09, 2013	**NOTICE AND ORDER REQUEST**
	34) Gave case to 21 for Notice & Order review.
July 10, 2013	**NOTICE AND ORDER ISSUED**
July 11, 2013	**NOTICE AND ORDER PROCESSING**
	21)refer file to 34 for posting all mailings done
July 11, 2013	**Insp#: 1464453**
	34) Post Notice & Order. All violations still exist. Photos. $180 + $300 fee. Call back 7-22.
July 15, 2013	**PHOTO & DOCUMENT ELECT MGT**
	34
July 16, 2013	**PHONE CALL**
	34) Called Clark County Public Administrator's Office 455-4332, placed on hold & no one picked up after several minutes. Sent e-mail to pubadm@clarkcountynv.gov asking for update on property or if they have contact for family.
July 16, 2013	**EMAIL SENT OR RECEIVED**
	34) Received e-mail from Angela Gonzales with Bank of America stating property is current & they're unable to address violations.
July 22, 2013	**Insp#: 1467748**
	34) All violations still exist. Neighbor Melissa approached me. Provided contact for owner's sister Jerrilyn (405)257-7434 or (405)754-0657.
July 23, 2013	**PHONE CALL**
	34) Called owner's sister Jerrilyn (405)257-7434, left message. Called other # (405)754-0657, mailbox full & can't leave message.
July 25, 2013	**PHONE CALL**
	34) Called owner's sister Jerrilyn again, left another message.
July 29, 2013	**Insp#: 1473137**
	34) Per e-mail today from Rita Reid with Clark County Public Administrator's Office, house was broken into but they secured it. Property not in probate at this time. South side gate open. All violations still exist. All doors & windows secure. Photos. No calls back from owner's sister Jerrilyn.

July 30, 2013	**PHOTO & DOCUMENT ELECT MGT**
	34
August 12, 2013	**BID REQUEST BY OFFICER**
	34
August 12, 2013	**BID REQUEST BY OFFICER**
	21)refer file to office staff jr for bids. will have 34 try probate again
August 13, 2013	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 7/10/13
August 20, 2013	**BID RECEIVED**
	recoreded & scanned bid received: 1)CGI=$985
August 20, 2013	**ADMINSTRATIVE**
	bid approval given to #21
August 20, 2013	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #34 for posting.
August 20, 2013	**10 DAY BEFORE ABATEMENT NOTICE**
August 21, 2013	**Insp#: 1476252**
	34) Post 10 Day Notice Before Abatement. All violations still exist. House now open/accessible through back door. Photos. $180 + $500 fee. Call back 9-3.
August 22, 2013	**PHOTO & DOCUMENT ELECT MGT**
	34
September 03, 2013	**EMAIL SENT OR RECEIVED**
	34) Received e-mail from Peter Jensen with Bank of America stating loan is current & they're unable to assist.
September 03, 2013	**Insp#: 1489195**
	34) All violations still exist. Back door secured, appears to be done by Clark County Public Administrator's Office. Photos. $180 + $500 fee.
September 04, 2013	**PHOTO & DOCUMENT ELECT MGT**
	34
September 09, 2013	**PROCEED WITH ABATEMENT**
	34) Assigned case to 19 & gave case to 19 to proceed with abatement.
September 10, 2013	**PHONE CALL**
	34) Called owner's sister Jerrilyn (405)257-7434, left message advising we are proceeding with abatement. Called other # (405)754-0657, mailbox full & can't leave message.
September 11, 2013	**REVIEW**
	19) reviewed, okay to go to 21
September 17, 2013	**PROCEED WITH ABATEMENT**
	21) refer file to office JR to proceed with contractor abatement
September 17, 2013	**ADMINSTRATIVE**
	PO requested. Pending MB approval
October 02, 2013	**BID AWARDED TO CONTRACTOR**
	award letter sent to CGI

October 02, 2013	**VIDEO REQUEST**	
	before video requested from #21	
October 02, 2013	**AWARD OF BID**	
October 02, 2013	**AWARD OF BID**	
October 09, 2013	**PRE-ABATEMENT VIDEO**	
	21) Photos in f drive: Tried sisters number- no answer, can not leave message.PA office did not have any info on this owner or address.	
October 09, 2013	**Insp#: 1494852**	
	21)Photos in f drive- High weeds/grass in frontyard. Large amount of debris in rearyard- household items: boxes, tools, pictures,etc. Also toyota truck in rearyard appears inoperable. Metal shed against rearwall abutting street under 200 sq feet. Will have contractor install padlock. Refer to CGI.	
October 29, 2013	**VIDEO REQUEST**	
	after video requested from #21	
October 29, 2013	**POST-ABATEMENT VIDEO**	
	21)Photos in f drive	
October 29, 2013	**Insp#: 1514880**	
	21)Photos in f drive- property secure,small truck removed from rearyard,debris removed all yards,high grass weeds cut and removed. CGI/close	
November 12, 2013	**ADMINSTRATIVE**	
	recorded & scanned invoice. File given to #19	

APN 162-05-113-006

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **WILLIAM & PATSY S. GOODIER**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-05-113-006**
Commonly known as: **1230 Melville Drive**
Legal Description: **WESTLEIGH TRACT 3**
PLAT BOOK 3 PAGE 60
LOT 6 BLOCK 6

On **October 29, 2013**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$2,254.75** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$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 **January 22, 2014** ordered the above Actual Cost in the amount of **$2,254.75**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$19,500.00** be assessed against the property by recording a Lien of Assessment on or after **July 20, 2014**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
495 South Main Street
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2014

_____
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 #129136

APN 162-05-113-006

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **WILLIAM & PATSY S. GOODIER**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-05-113-006**
Commonly known as: **1230 Melville Drive**
Legal Description: **WESTLEIGH TRACT 3**
PLAT BOOK 3 PAGE 60
LOT 6 BLOCK 6

On **October 29, 2013**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$19,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **January 22, 2014** ordered the above charges in the amount of **$19,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

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BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2013

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #129136

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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 3625 Maverick Street for fees in the amount of $1,864.50 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $21,364.50. PROPERTY OWNER: ANGELA V. PAREJA-MORALES - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,864.50
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 Construction Group International to board all doors and windows, remove all refuse, waste, dead trees and bushes, high vegetation, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $155,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $990 invoice for Construction Group International, $148.50 administrative fee, and $726 in reinspection fees (including late fees), for a total of $1,864.50 to be recorded immediately, and assess a maximum of $19,500 in daily civil penalties to be recorded on or after July 28, 2014.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Information Report
3. Location Maps
4. Report of Expenses
5. Contractor Disclosure
6. Notice of Public Hearing
7. Chronological List of Events
8. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 22, 2014
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 3625 Maverick Street for fees in the amount of $1,864.50 (General Fund) and assess a maximum of $19,500 in daily civil penalties for a total of $21,364.50. PROPERTY OWNER: ANGELA V. PAREJA-MORALES – Ward 5 (Barlow)

Construction Group International completed work on October 23, 2013 at a cost of $990. In addition, $726 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $1,864.50 in out-of-pocket expenses.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under Las Vegas Municipal Code Title 9 Health and Safety Code 9.04.100, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

CODE ENFORCEMENT AGENDA ITEM INFORMATION SHEET

Ward 5: - Councilman Barlow

Address: 3625 Maverick Street **Description: R-1 SFR/Vacant**

Major Cross Streets: Gowan & Torrey Pines Zip Code: 89108

Foreclosure: Yes

Registration Status:
Meets Registration Status Yes X No: ___
Registered: Yes___ No X
Lender Notified: Yes Y No___

Current Owner: **Since**
Angela Pareja-Morales Jun-06

Case Opened: 6/11/2013
Notice & Order Issued: 7/18/2013
Case Closed: 10/23/2013

Certified Mail Receipt Signed By: Owner ___ Agent ___ Returned X

# of Inspections Completed: Total (8); Failed (5) ; Status Check (2); Passed (1)

Abatement Started: 10/3/2013 **Abatement Completed: 10/23/2013**

Abatement of: Securing of all open doors and windows by boarding. Removal of all refuse, waste, and high dead vegetation from all yard areas.

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT CONTRACT PRICE	$990.00	$0.00	$990.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$148.50	$0.00	$148.50
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$660.00	$0.00	$660.00
LATE FEES (10% of Inspection Fees):	$66.00	$0.00	$66.00
SUB-TOTAL OUT-OF-POCKET COSTS:	$1,864.50	$0.00	**$1,864.50**
CIVIL PENALTIES			
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	$19,500.00	$0.00	$19,500.00
SUB-TOTAL CIVIL PENALTIES	$19,500.00	$0.00	**$19,500.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES	$21,364.50	$0.00	**$21,364.50**

Property Value Per Zillow.com: $155,000.00 **As of: 11/19/2013**

STAFF RECOMMENDATION:
THAT THE CITY COUNCIL APPROVE THE EXPENSE REPORT AND ASSESS ALL OUT-OF-POCKET EXPENSES AND CIVIL PENALTIES AS A LIEN AGAINST THE PROPERTY.

3625 MAVERICK STREET
CROSS STREETS - GOWAN//TORREY PINES

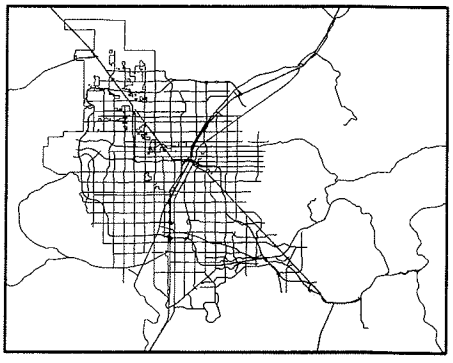
City of Las Vegas Vicinity Map

N

0 220 440 880 Feet

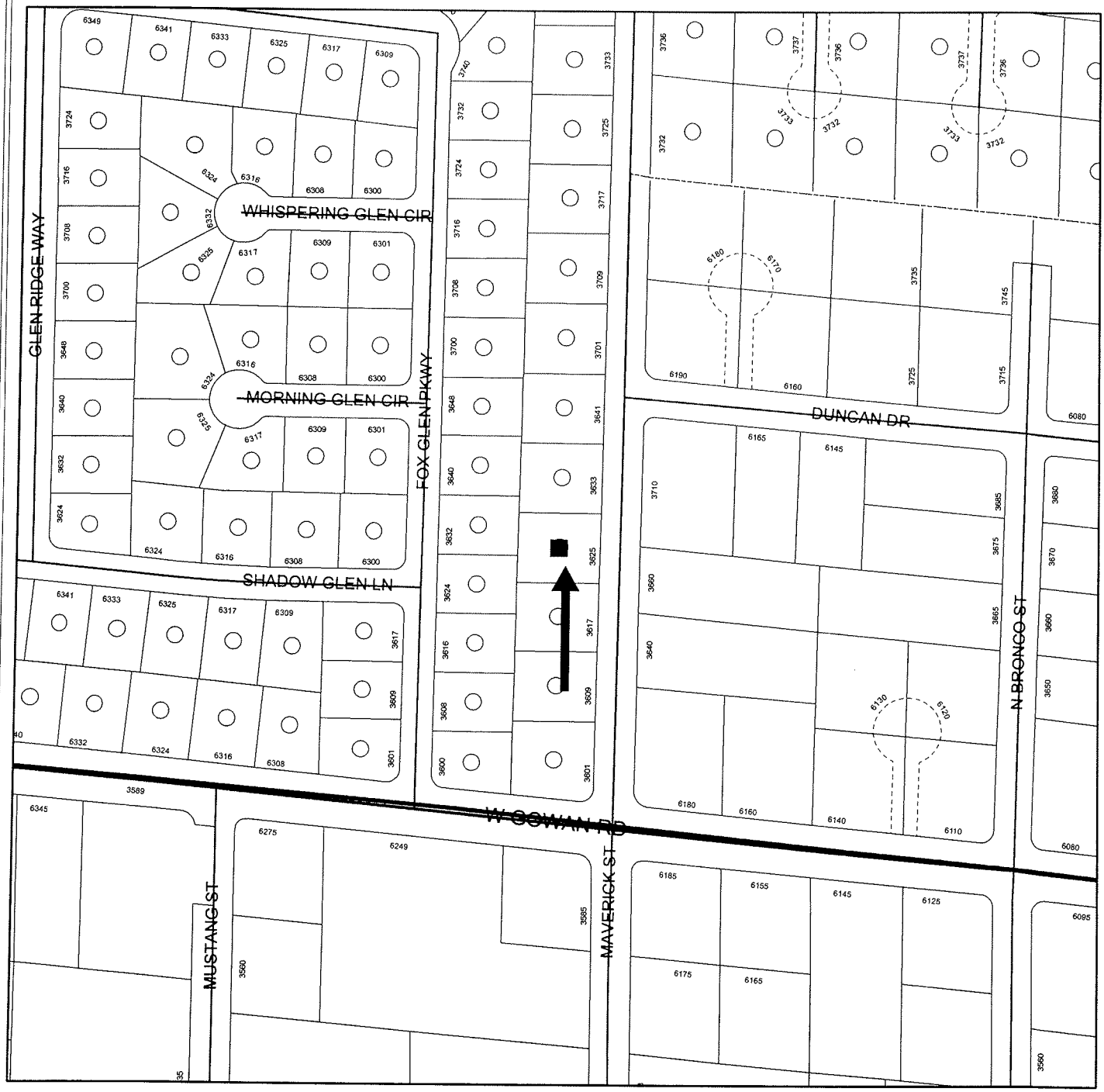
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



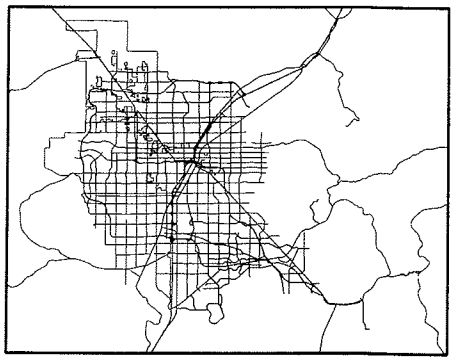
3625 MAVERICK STREET
CROSS STREETS - GOWAN//TORREY PINES

City of Las Vegas Vicinity Map



N

0 125 250 500 Feet



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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: December 31, 2013

Re: Report of Expenses for the abatement of nuisance located at 3625 Maverick Street - Ward 5 (Barlow)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all doors and windows, removing all refuse, waste, dead trees and bushes, high vegetation, and applying herbicide. The abatement was completed by Construction Group International on October 23, 2013 at a cost of $990.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$100.00
Remove all refuse and waste.	$345.00
Remove all high vegetation, and apply herbicide.	$450.00
Remove all dead trees and bushes from all yards.	$95.00
AMOUNT DUE:	$990.00
Administrative Processing Fee:	$148.50
Sub-Total:	$1,138.50
Reinspection Fees (w/late fees):	$726.00
TOTAL AMOUNT DUE:	**$1,864.50**
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	**$19,500.00**
MAXIMUM TOTAL:	**$21,364.50**
OWNER OF RECORD	ANGELA V. PAREJA-MORALES
PROPERTY ABATED:	3625 Maverick Street
	Las Vegas, NV 89108
ASSESSOR PARCEL:	138-11-610-045
LEGAL DESCRIPTION:	FOXGLEN
	PLAT BOOK 49 PAGE 2
	LOT 9 BLOCK 1

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. Penalties are assessed as follows:

2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed;
3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed;
4th re-inspection and additional re-inspections will be assessed a $180 re-inspection fee + a civil penalty. Residential ($500) or Commercial ($750)

If you do not correct the violation within that time, the City may issue a criminal 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.

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 citation;
(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 for residential properties, or ($750) dollars for commercial properties.

Civil penalties may be assessed for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. Any and all unpaid fees are subject to collection and/or liens.

MWB:ld

Construction Group International
6255 McLeod Drive, Suite 19
Las Vegas, NV 89120

Disclosure of Principals

The principals and partners of *Construction Group International* and all persons and entities holding more than 1% interest in *Construction Group International* or any principal of *Construction Group International* are the following:

	Full Name	Business Address	Business Phone
1.	Mark A. Mansell	18684 142nd Ave NE Bldg. E Woodinville, WA 98072	425 487 2618
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Construction Group International

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 19th day of March, 2009.

Notary Public - State of Nevada
County of Clark
ROBIN A. TUTTLE
My Appointment Expires
No: 00-61974-1 December 16, 2011

_____
Notary Public in and for Clark County, State of Nevada

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 22, 2014

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, JANUARY 22, 2014,** 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 **3625 Maverick Street – Case No. 129865.** The Director of Building and Safety certifies that the sum of **$1,864.50** was expended and Civil Penalties in the sum of **$19,500.00** may be imposed for a total of **$21,364.50**. Owner of record at time of abatement: **ANGELA V. PAREJA-MORALES – Ward 5 (Barlow)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 129865

3625 MAVERICK ST - Map # 01919-57 Parcel 13811610045

Owner Information:

PAREJA-MORALES ANGELA V
3625 MAVERICK ST
LAS VEGAS, NV 89108-5150

Zoning Information: R-D(SINGLE FAMILY RESIDENTIAL-REST)

Case Comments: Abandoned home, unsecured windows, weeds.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 11, 2013

Ward: 5

Date Case Resolved: October 23, 2013

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403
6/12/13 OPEN Property
Secure all structures to City of Las Vegas specifications. Secure all openings, rear door to garage. rear slider, door to shed.

AN-003: 9.04.010 (4) REFUSE & WASTE
6/12/13 OPEN Property
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all refuse and waste, furniture, clothing, wood, paper, plastic, etc

AN-006: 9.04.010(7)(A) HIGH VEGETATION
6/12/13 OPEN All Yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

June 12, 2013 **Insp#: 1452659**

16) High weeds, trash and debris, furniture, clothing wood, etc throughout, open and accessible from rear door to garage, rear slider, shed open and accessible. Keller Williams Southwest 866-993-5123 LPS 877-790 1035, checked status is registered, Notice and order. CB 6-17

June 13, 2013 **PHONE CALL**

16) Spoke to Cynthia @LPS, gave me email of LPSFSClientsrvices@lpsvcs.com, will email copy of correction notice and have Notice and Order in wait on the side.

June 14, 2013 **EMAIL SENT OR RECEIVED**

16) Fri 6/14/2013 9:26 AM-email sent to Cynthia at LPS with a copy of the correction notice.

June 14, 2013 **CORRECTION NOTICE ISSUED**

June 27, 2013 **Insp#: 1453672**

16) Nothing done, Open and accessible rear garage door, shed on north side of property, high weeds throughout, trash and debris, prepare Notice and Order. CB 7-1

July 13, 2013	**FORECLOSURE REGISTRY INFO**	
	16)Is in the registry, added contact addresses.	
July 13, 2013	**RESEARCH**	
	16)There is another address for owner of Lucky boy, added to CCMail	
July 15, 2013	**PHONE CALL**	
	16)Spoke with LPS, stated that they contacted person responsible who did not respond. Would not give me a name or an email of person responsible.	
July 17, 2013	**NOTICE AND ORDER REQUEST**	
	16)Notice and order prepared and forwarded to 19 for review.	
July 18, 2013	**NOTICE AND ORDER ISSUED**	
July 22, 2013	**Insp#: 1462105**	
	16) Posted on garage door. Realtor sign is now lying on the ground and the LPS sign is gone. CB 8-1	
August 01, 2013	**Insp#: 1473139**	
	16) Property remains the same. Shed in rear open, side garage door closed, not sure if accessible as I am alone and someone may be inside, High weeds, trash, furniture, clothes, wood, glass, etc. Bid rerquest CB 8-19	
August 06, 2013	**EMAIL SENT OR RECEIVED**	
	16)Email sent to owner Contact Hunter Robinson and Leo Lioacano from LPS sowing that we are going to contractor bid.	
August 13, 2013	**BID REQUEST BY OFFICER**	
	21)refer file to office staff JR for bids	
August 13, 2013	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 7/18/13	
August 14, 2013	**BID PREPERATION**	
	bid prep	
August 14, 2013	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 8/20	
August 22, 2013	**BID RECEIVED**	
	Recorded & scanned bids received 1)CGI=$990; 2)Weaver=$1350	
August 22, 2013	**ADMINSTRATIVE**	
	bid approval given to #21	
August 22, 2013	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #16 for posting	
August 22, 2013	**10 DAY BEFORE ABATEMENT NOTICE**	
August 26, 2013	**Insp#: 1478777**	
	16) Posted on garage door. CB 9-5	
September 05, 2013	**Insp#: 1490720**	
	16) Property remains the same. Open and accessable, high weeds, refuse and waste. Proceed with abatement. cb 9-9 to 19	

September 10, 2013	**ADMINSTRATIVE**
	return letter: Pareja-Morales Angela, 3625 Maverick, LV, NV 89108
September 10, 2013	**ADMINSTRATIVE**
	return letter: Angela Pareja-Morales, 6625 Lucky Boy Dr
September 10, 2013	**ADMINSTRATIVE**
	return letter: regis development az p&p, 6295 Mcleod Drive #5
September 10, 2013	**RESEARCH**
	16) I have no access to the Sewer accounts,
September 10, 2013	**FORECLOSURE REGISTRY INFO**
	16)Still has the same information, but nothing has been done.
September 10, 2013	**EMAIL SENT OR RECEIVED**
	16)Emails sent to LPS and VPR to let them know we will be awarding this to the contractor.
September 10, 2013	**RECORDERS RESEARCH**
	16)Nothing new in the Recorders site.
September 11, 2013	**REVIEW**
	19) reviewed, okay to go to 21
September 17, 2013	**PROCEED WITH ABATEMENT**
	21) refer file to office staff jr to proceeed with contractor abatement
September 17, 2013	**ADMINSTRATIVE**
	po requested. Pending mb approval
October 01, 2013	**BID AWARDED TO CONTRACTOR**
	award letter sent to CGI
October 01, 2013	**VIDEO REQUEST**
	before video request from #21
October 01, 2013	**AWARD OF BID**
October 02, 2013	**PRE-ABATEMENT VIDEO**
	21)photos in f drive
October 02, 2013	**Insp#: 1496360**
	21)photos in f drive: Appears house secure- boards on front window and small window insert in garage door but not painted.Abundance of debris in all yards- furniture,wood,household items. High grass/weeds in frontyard area along with dead trees(small) and bushes.Refer to contractor CGI.
October 21, 2013	**VIDEO REQUEST**
	After video requested from #21
October 22, 2013	**OFFICER NOTE**
	21)Went to take after photos- shed was open/accessible, door and small window. I called CGI to secure.
October 23, 2013	**POST-ABATEMENT VIDEO**
	21)Photos in f drive

October 23, 2013	**Insp#: 1511765**
	21)Photos in f drive: debris removed from all yards, weeds/grss cut. Shed secure. CGI/ close
November 12, 2013	**ADMINSTRATIVE**
	Invoice scanned & recorded. File given to #19
November 21, 2013	**REVIEW**
	19) Reviewed case for City Council, file to LD for processing.

APN 138-11-610-045

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ANGELA V. PAREJA-MORALES**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-11-610-045**
Commonly known as: **3625 Maverick Street**
Legal Description: **FOXGLEN**
PLAT BOOK 49 PAGE 2
LOT 9 BLOCK 1

On **October 23, 2013**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$1,864.50** 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 **January 22, 2014** ordered the above Actual Cost in the amount of **$1,864.50**, 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.

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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 **July 28, 2014**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
495 South Main Street
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2014

_____
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 #129865

APN 138-11-610-045

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ANGELA V. PAREJA-MORALES**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-11-610-045**
Commonly known as: **3625 Maverick Street**
Legal Description: **FOXGLEN**
PLAT BOOK 49 PAGE 2
LOT 9 BLOCK 1

On **October 23, 2013**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$19,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **January 22, 2014** ordered the above charges in the amount of **$19,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
495 South Main Street
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2014

_____
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 #129865

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $4,434.39 in out of pocket costs, and $41,000 in daily civil penalties for a total of $45,434.39 recorded against the property located at 121 Pico Way. PROPERTY OWNER: RUDY A. RODRIGUEZ - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
Today's hearing is a request from Rudy Rodriguez, owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on February 15, 2012. There was one abatement action conducted on this property January 19, 2012. The liens were recorded at Clark County Recorder's Office on March 19, 2012 for $2,534 in out of pocket costs, and on September 17, 2012 for $41,000 in daily civil penalties. In addition, there is a 4% tax roll fee for $1,747.48, and interest due in the amount of $152.91 for a total balance due of $45,434.39. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated October 23, 2013 from Rudy Rodriguez, owner, requesting the fees and civil penalties be waived. The estimated value of the property based on Zillow.com is $59,000.

RECOMMENDATION:
That the City Council deny the request for a waiver and/or reduction of fees.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Information Report
4. Location Maps
5. Staff Report
6. Notice of Public Hearing
7. Chronological Case Summary

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 22, 2014
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $4,434.39 in out of pocket costs, and $41,000 in daily civil penalties for a total of $45,434.39 recorded against the property located at 121 Pico Way. PROPERTY OWNER: RUDY A. RODRIGUEZ – Ward 3 (Coffin)

Today's hearing is a request from Rudy Rodriguez, owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on February 15, 2012. There was one abatement action conducted on this property January 19, 2012. The liens were recorded at Clark County Recorder's Office on March 19, 2012 for $2,534 in out of pocket costs, and on September 17, 2012 for $41,000 in daily civil penalties. In addition, there is a 4% tax roll fee for $1,747.48, and interest due in the amount of $152.91 for a total balance due of $45,434.39. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated October 23, 2013 from Rudy Rodriguez, owner, requesting the fees and civil penalties be waived. To date, no payments have been made.

Request for a Waiver and/or Reduction of Civil Penalties
Application

Submit Application to:
City of Las Vegas / Code Enforcement Division
Attn: Michael Bouse, Manager
330 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702.229-6888 :: Fax: 702.382-4361

Please type and/or print
Submit only one signed original

Date of Application: 10/23/13

Location and/or Address of subject property:

Nearest major intersection: Fremont + Bruce

Street Address: 121 Pine Way LVN 89101

Parcel Number: 139-35-312-065

Applicant's Address/Contact Information:
Name: Rudy Rodriguez
(Please check the following that applies)
o Owner o Purchaser o Agent Xowner (property) New Owner
Street Address/PO Box: 2889 Chokecherry Ct
City: Las Vegas State: NV Zip Code: 89108
Phone No: 702.371.4189 E-mail: rr6823@hotmail.com Fax No: 702.948.6259

Property Owner's Address/Contact Information: (if different from applicant):
Name:
Street Address/PO Box:
City: State: Zip Code:
Phone No: E-mail: Fax No:

Amount of City of Las Vegas Lien on the Property: $ 45,434.39

Amount requested to be considered for waiving and/or reduced? $ 41,000

Signature of Applicant: [signature] Date: 10/23/13

Signature of Owner: Date:

For Office Use Only:
Council Ward: Case File Number: 104773 Council Action date of Lien:

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional pages if needed.)

On 10/2/13 we bought the property at the foreclosure Sale. We then immediately started to remove all the interior debris and also any additional exterior debris we have also been showing daily activity and talking to neighbors and letting them know that there is a responsible new owner. We agree to pay the reasonable fees and cost the city of Las Vegas has owned.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

The property had lots of debris and interior damage, we have so far taken out 4 truck loads of trash from the inside. We will also start removing some exterior debris and properly securing the property and also monitoring it to make sure there are no squatters.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

We plan to fix the property including exterior enhancements and making the property a livable home with a curb appeal. The property will need alot of work and our goal is to remove the existing eye sore and make it a beautiful property that it once was.

Consideration of Waiving Fees and/or Penalties
Information Sheet

Ward 3 - Councilman Coffin

121 Pico Way — **Description: SFD/Vacant**

Main Cross Streets: Bruce/Ogden — Zip Code: 89101

Requested By: Rudy Rodgriguez

Foreclosure: No	Since:	**Registration Status:**
Current Ownership: Rudy Rodriguez	**11/20/2013**	Meets Registration Req. Yes__ No X
Ownership at time of Abatement:		Registered: Yes___ No___
Edward J. & Dafina Woods	5/16/2005	Lender Notified: Yes___ No__
Case Opened: 8/15/2011		
Notice & Order Issued: 8/18/2011	**Certified Mail**	Owner X
Case Closed: 1/19/2012	**Signed By:**	Agent
Abatement Completed: 1/19/2012		Returned
City Council Hearing: 2/15/2012		

Abatement of: Securing of all open doors and windows by boarding, removal of refuse, waste, high weeds, grass, removal of all graffiti from walls and fences.

# of Completed Inspections: Total (7); Failed (6); Passed (1)

OUT-OF-POCKET COSTS	**ASSESSED**	**PAID**	**OUTSTANDING**
ABATEMENT COST	$1,400.00	$0.00	$1,400.00
(15% of Abatement Contract Price)	$210.00	$0.00	$210.00
4% Tax Roll Fee	$1,747.48	$0.00	$1,747.48
Interest	$152.91	$0.00	$152.91
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$840.00	$0.00	$840.00
LATE FEES (10% of Inspection Fees):	$84.00	$0.00	$84.00
TOTAL OUT-OF-POCKET COSTS:	$4,434.39	$0.00	**$4,434.39**
CIVIL PENALTIES	**ASSESSED**	**PAID**	**OUTSTANDING**
DAILY CIVIL PENALTIES ($1000 Per Day From Notice of Violation until Award of Abatement Contract)	$41,000.00	$0.00	$41,000.00
TOTAL CIVIL PENALTIES	$41,000.00	$0.00	**$41,000.00**
TOTAL OUTSTANDING COSTS, LATE FEES AND PENALTIES			**$45,434.39**

Property Value Per Zillow.com: $59,000 — **As of: 12/30/2013**

STAFF RECOMMENDATION: CITY COUNCIL DENY THE WAIVER REQUEST

NOTE: If City Council is desirous of granting a 90% reduction of Civil Penalties, the following amounts would be applicable:	
100% of Out-of Pocket Expenses	$4,434.39
10% of Civil Penalties	$4,100.00
Total	**$8,534.39**

Request all costs be paid within 30 days or original amount remains due.

Request for Waiver/Reduction of Fees
121 Pico Way

Notice and Order &
Code Enforcement Lien Chronology

Activity	Date
1. Notice and Order Issued to Property Owner-	August 18, 2011
2. Notice and Order recorded	August 24, 2011
3. City Abatement Completed	January 19, 2012
4. City Council Approved Code Enforcement Lien	February 15, 2012
5. Code Enforcement Lien Recorded	March 19, 2013
6. Breach & Election to Sell	5/21/2013
7. Notice of Trustee Sale	9/25/2013
8. Trustee Deed - Rudy Rodiguez	11/20/2013

121 PICO WAY
CROSS STREETS - BRUCE//OGDEN

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

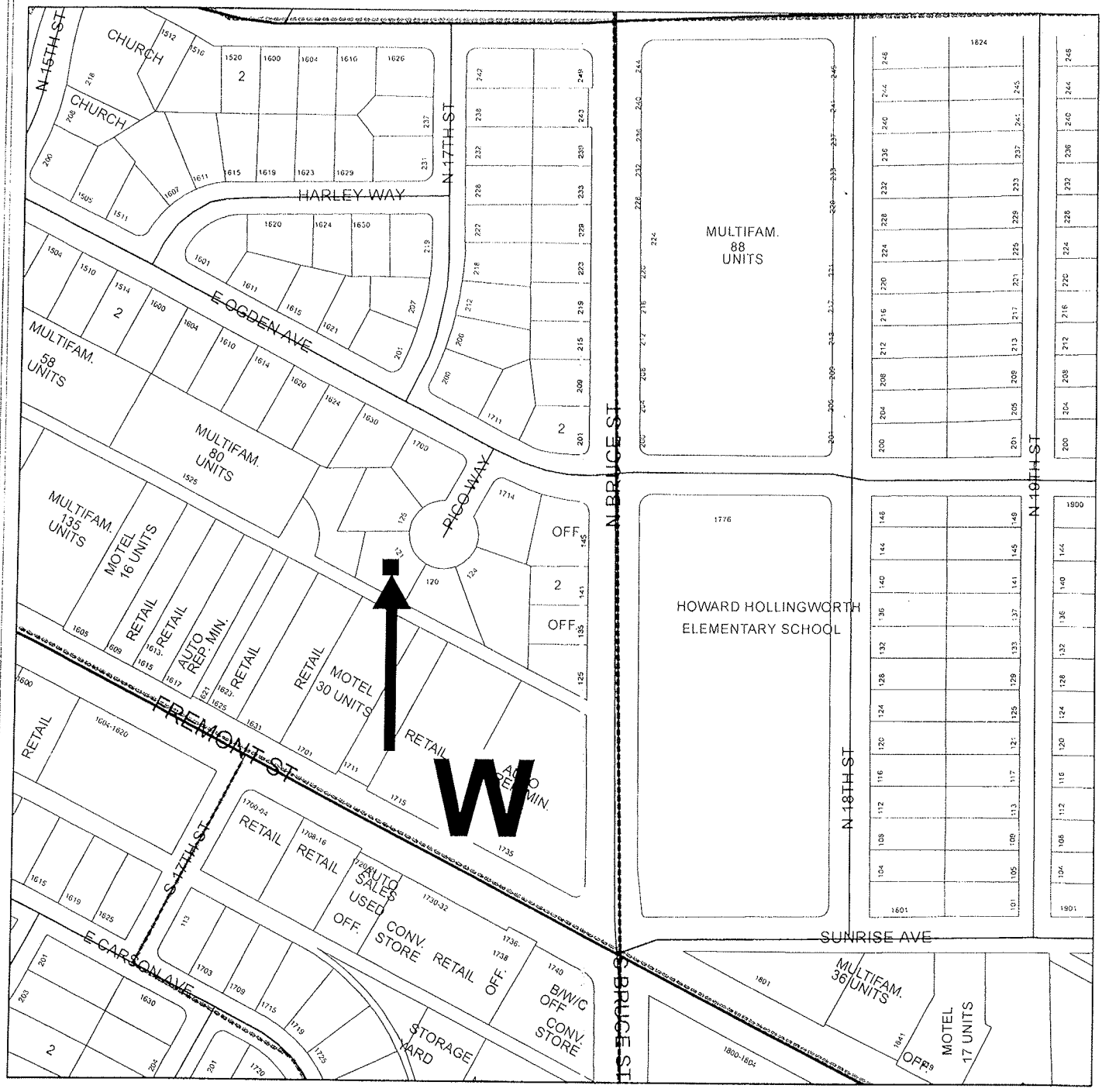
Geographic Information System

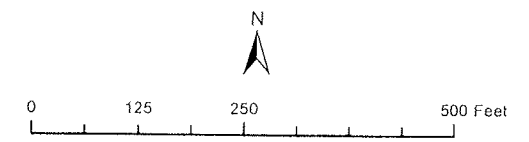
Planning & Development Dept
702-229-6301

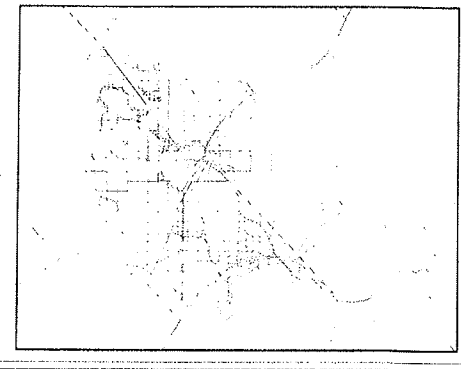
PLANNING & DEVELOPMENT

121 PICO WAY
CROSS STREETS - BRUCE//OGDEN

City of Las Vegas Vicinity Map







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702-229-6301

PLANNING & DEVELOPMENT

Consideration of Waiving Fees and/or Penalties

Code Enforcement Staff Report

Case # 104773

121 Pico Way

Las Vegas, Nevada 89101 (Ward 3)

Requestor: Rudy Rodriguez

Property Currently Owned by: Rudy Rodriguez

Property Owner Time at Case: Edward and Dafina Woods

Request:

The applicant / owner Rudy Rodriguez has requested a waiver and/or reduction of fees that have been assessed for failed inspection fees, abatement costs and penalties for the address 121 Pico Way.

The current property owner is Rudy Rodriguez. The property has been purchased by Rudy Rodriguez and is requesting a waiver of the fees and penalties outstanding on this property.

Background Information:

This case originated on August 15th, 2011 from a complaint from the Las Vegas Fire Rescue about an open and accessible residence. On August 16th, 2011, the Code Enforcement officer verified the single family residence was open and accessible, had high weeds and grass, dead vegetation, refuse and waste through out the entire property and the residence had graffiti painted on portions of the residence. Due to the condition of the property and the fact that it was open and accessible the Code Enforcement Officer went directly to Notice and Order which was posted on August 18th, 2011, with copies mailed certified to the owner of record at that time Edward and Dafina Woods. On August 29th, 2011 the Code Enforcement Officer returned and found no change in the property and had no contact from the owners, he then started the abatement process. As a result of no response from the property owner, Code Enforcement proceeded with contractor abatement on January 16th, 2012. A total of seven inspections were conducted until the case was closed January 19th, 2012.

Conclusion:

Code Enforcement received communication from the new owner Rudy Rodriguez on October 23rd, 2013. Rodriguez stated he took possession of the property on October 21st, 2013 after purchasing the property in a foreclosure auction. The Notice and Order on this case was accepted by the owner but subsequent mail was returned. No responsible party was located to abate violations resulting in Code Enforcement having a contractor perform the abatement. On February 15, 2012 City Council approved $ 2,534 in out of pocket costs and $41,000 in Daily Civil Penalties. Total owed on the case is $43,534. As of December 31, 2013, no payments have been received.

Staff Recommendation:

Staff recommends denial of this waiver request.

Attachments:

A. Correction Notice
B. Notice & Order
C. Mailings
D. Abatement Pictures

Attachment A

Correction Notice

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 # 104773 **Location: 121 PICO WAY**

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):

16.08.010 UDB SEC 403

LVMC 16.08.010 Uniform Dangerous Building Code
Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official(and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any buildings declared a dangerous building under this code shall be make to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before reoccupancy will be permitted.

Location	Comments
Entire Property	*Secure all structures to City of Las Vegas specifications. Secure all openings, doors, windows to prevent entry.*

9.04.010 (4) REFUSE & WASTE

LVMC 9.04.010 (4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles, waste paper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens, automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

Location	Comments
Entire Property	*Remove all refuse and waste from all areas of property. Maintain at all times.*

9.04.010 (7)(C) GRAFFITI

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(c) Graffiti, as defined in LVMC 10.48.060, that is allowed to remain for more than twenty-four hours;

Location	Comments
Entire Property	*Remove all graffiti from property and maintain free of graffiti at all times.*

9.04.010(7)(A) HIGH VEGETATION

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(a) Weeds, turf grass, or uncultivated plant growth exceeding eight inches in height, either on a vacant parcel or on a developed parcel at a location visible from public property;

Location	Comments
Entire Property	*Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.*

9.04.010(7)(B) DEAD VEGETATION

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(b) Dead trees, plants and other vegetation that present a fire hazard or are otherwise a threat to property or to the health and safety of the public or a segment thereof;

Location	Comments
Entire Property	*Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.*

Property must be in compliance with the LVMC before the re-inspection date of **August 25, 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)229-4917 before the next re-inspection date or fees may be assessed.

33, ROGERS	08/16/2011	8/25/2011
Officer	Date	Reinspection Date

Additional Comments: N/A

Attachment B

Notice & Order

Inst #: 201108240003039
Fees: $18.00
N/C Fee: $0.00
08/24/2011 03:14:50 PM
Receipt #: 890854
Requestor:
LAS VEGAS CITY
Recorded By: CDE Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

BUILDING AND SAFETY DEPARTMENT
DIRECTOR
CHRIS KNIGHT

NOTICE AND ORDER

APN: 139-35-312-055

Date: August 18, 2011
Case # 104773

Certified/Regular Mail
Return Receipt Requested

WOODS EDWARD J & DAFINA S
121 PICO WY
LAS VEGAS, NV 89101-4440

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 121 PICO WAY., Las Vegas, NV, Parcel #(s) 139-35-312-055, **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:

16.08.010 UDB SEC 403
LVMC 16.08.010 Uniform Dangerous Building Code
Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official(and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any buildings declared a dangerous building under this code shall be make to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

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

RETURN TO:

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

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before reoccupancy will be permitted.

Case #	Violation Location	Violation Comments
104773	Entire Property	Secure all structures to City of Las Vegas specifications. Secure all openings, doors, windows to prevent entry.

9.04.010 (4) REFUSE & WASTE

LVMC 9.04.010 (4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles, waste paper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens, automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

Case #	Violation Location	Violation Comments
104773	Entire Property	Remove all refuse and waste from all areas of property. Maintain at all times.

9.04.010 (7)(C) GRAFFITI

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(c) Graffiti, as defined in LVMC 10.48.060, that is allowed to remain for more than twenty-four hours;

Case #	Violation Location	Violation Comments
104773	Entire Property	Remove all graffiti from property and maintain free of graffiti at all times.

9.04.010(7)(A) HIGH VEGETATION

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(a) Weeds, turf grass, or uncultivated plant growth exceeding eight inches in height, either on a vacant parcel or on a developed parcel at a location visible from public property;

Case #	Violation Location	Violation Comments
104773	Entire Property	Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

9.04.010(7)(B) DEAD VEGETATION

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(b) Dead trees, plants and other vegetation that present a fire hazard or are otherwise a threat to property or to the health and safety of the public or a segment thereof;

Case #	Violation Location	Violation Comments
104773	Entire Property	Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

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 33 at (702)229-4917 to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

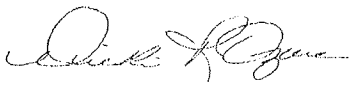
As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council.

Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Building and Safety, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Vicki R. Ozuna, Acting Manager
Neighborhood Response Division
Department of Building and Safety

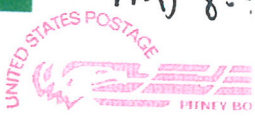
Enclosures: City of Las Vegas General Conditions of Abatement

CC:WOODS, EDWARD & DAFINA

Attachment C

Mailings

CERTIFIED MAIL™



CITY of LAS VEGAS
Department of Building & Safety
Neighborhood Response
333 North Rancho Drive
Las Vegas, NV 89106

FM-0217-~~06-10~~

Case #104773 #33

UNDELIVERABLE AS ADDRESSED

7008 1140 0002 5436 3161

WOODS EDWARD J & DAFINA S
121 PICO WY
LAS VEGAS, NV 89101-4440

FWD

89104@5608

891 NFE 1 411C 00 08/13/17
NOTIFY SENDER OF NEW ADDRESS
WOODS
4560 E BOSTON AVE
LAS VEGAS NV 89104-5608

BC: 89104560860 *0194-03621-21-

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 #104773 #33

WOODS EDWARD J & DAFINA S
121 PICO WY
LAS VEGAS, NV 89101-4440

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Ag ☐ Ad

B. Received by *(Printed Name)*

C. Date of D 10-1-

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 Merch
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7007 3020 0002 7799 9653

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

LW 9-28-11

CITY of LAS VEGAS
BUILDING & SAFETY
NEIGHBORHOOD RESPONSE DIVISION
333 NORTH RANCHO DR.
2ND FLOOR
LAS VEGAS, NEVADA 89106

FM-0217-02-11

7007 3020 0002 7799 9660

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 05.79⁰
0004279218 SEP 27 2011
MAILED FROM ZIP CODE 89101

Case #104773 #33

EDWARD & DAFINA WOODS
4560 E BOSTON AVE
LAS VEGAS, NEVADA 89104-5608

NIXIE 891 DE 1 00 02/03/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89106379799 *0294-07394-03-29

89106@3797

NDER: *COMPLETE THIS SECTION*

Complete items 1, 2, and 3. Also complete
tem 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.

Article Addressed to:

se #104773 #33

WARD & DAFINA WOODS
60 E BOSTON AVE
S VEGAS, NEVADA 89104-5608

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

Article Number
(Transfer from service label) 7007 3020 0002 7799 9660

Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Attachment D

Abatement Pictures

PRE ABATEMENT

POST ABATEMENT

121 PICO WAY

PRE-ABATEMENT

POST ABATEMENT

121 PICO WAY

PRE-ABATEMENT

POST ABATEMENT

121 PICO WAY

PRE-ABATEMENT

POST ABATEMENT

121 PICO WAY

PRE-ABATEMENT

POST ABATEMENT

121 PICO WAY

PRE-ABATEMENT

POST ABATEMENT

121 PICO WAY

PRE-ABATEMENT

POST ABATEMENT

121 PICO WAY

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

JANUARY 22, 2014

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, JANUARY 22, 2014,** 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 properties located at **121 Pico Way – Case No. 104773.** The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$45,434.39** were imposed. Owner of record: **RUDY A. RODRIGUEZ – 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 # 104773

121 PICO WAY - Map # 02426-64 Parcel 13935312055

Owner Information:

WOODS EDWARD J & DAFINA S
121 PICO WY
LAS VEGAS, NV 89101-4440

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: PER FD: OPEN/ACCESSIBLE

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: August 15, 2011

Ward: 5

Date Case Resolved: January 19, 2012

Source: FD

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
8/16/11	OPEN	Entire Property
Secure all structures to City of Las Vegas specifications. Secure all openings, doors, windows to prevent entry.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
8/16/11	COMPLIED 01/19/12	Entire Property
Remove all refuse and waste from all areas of property. Maintain at all times.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
8/16/11	OPEN	Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.		
AN-007: 9.04.010(7)(B) DEAD VEGETATION		
8/16/11	OPEN	Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.		
AN-008: 9.04.010 (7)(C) GRAFFITI		
8/16/11	OPEN	Entire Property
Remove all graffiti from property and maintain free of graffiti at all times.		

Chronology of Events:

August 16, 2011 **NOTICE AND ORDER REQUEST**

33) Prepared case for Notice and orer, no numbers found for owner, research conduct, case forwarded to 21.

August 16, 2011 **Insp#: 1165068**

33) Observed open and accessible residence that shows signs of transient encampment. All doors and windows are open, trash, refuse and graffiti all over property, along with high weeds and dead vegetation. Due to nature of property went right to notice and order and case forwarded to 21. Call back set 08/25/11.

August 16, 2011 **CORRECTION NOTICE ISSUED**

August 18, 2011	**NOTICE AND ORDER PROCESSING**
	21)refer to 33 for posting mailing done
August 18, 2011	**NOTICE AND ORDER ISSUED**
August 18, 2011	**Insp#: 1165537**
	33) Posted Notice and Order, Still open and accessible, photo's taken, assessed fee's call back set for 08/29/11, affadavit completed.
August 24, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 8/18/11
August 31, 2011	**Insp#: 1166707**
	33) Photo's take, failed inspection, assessed fee's, abatement sheet completed and case forwarded to 21 for proceding with case.
September 14, 2011	**BID REQUEST BY OFFICER**
	21) REFER FILE TO OFFICE STAFF JR TO OBTAIN BIDS TO ABATE
September 14, 2011	**BID PREPERATION**
	Bid prep.
September 14, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 9-21
September 26, 2011	**BID RECEIVED**
	Recorded & scanned bid received: 1) Weaver=$1400
September 26, 2011	**ADMINSTRATIVE**
	Bid approval given to #21.
September 26, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #33 for posting.
September 26, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
September 27, 2011	**Insp#: 1171532**
	33) Failed inspection, no change to the property, photo's taken, posted 10 days before abatement, affadavit completed fee's assessed, call back set for 10/10/11.
October 10, 2011	**Insp#: 1182104**
	33) Openings have been boarded, all other violations are in effectincluding, refuse, high and dead vegetation, and graffiti. Will procede with abatement. Call back set for 10/25/11.
October 26, 2011	**PHONE CALL**
	33) Called and left voice mail for Kim Magel, 512-506-6852, with One West Bank Property Preservation.
October 26, 2011	**EMAIL SENT OR RECEIVED**
	33) Sent e-mail to Kim Magel with copy of N&O
November 08, 2011	**REVIEW**
	19) Reviwed case with MB, approved to obtain PO and move forward with abatement. File to JR for processing.
November 09, 2011	**ADMINSTRATIVE**
	PO requested. Pending MB approval.
November 16, 2011	**BID AWARDED TO CONTRACTOR**
	Award letter sent to Weaver. Pending start date.

November 17, 2011	**ADMINSTRATIVE**	
	Per #19, hold off on abatement. Faxed memo to Weaver to stop abatement.	
December 19, 2011	**CORRESPONDENCE RECEIVED/SENT**	
	ed) Another complaint has been submitted regarding this property via the City Web site.	
January 03, 2012	**PRE-ABATEMENT VIDEO**	
	21)pre photos in f drive tonys.	
January 04, 2012	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to Weaver. Pending start date	
January 05, 2012	**VIDEO REQUEST**	
	Before video request from #21	
January 09, 2012	**Insp#: 1186458**	
	21)pre photos in f drive tonys:property open accessible doors and windows. large amount debris in rear yard. high weeds all yards. graffiti on house. refer contractor abatement/weaver	
January 18, 2012	**VIDEO REQUEST**	
	After video requested from #21	
January 19, 2012	**POST-ABATEMENT VIDEO**	
	21)post photos in f drive- tonys	
January 19, 2012	**Insp#: 1220302**	
	21)post photos in f drive. pp in f drive working ppp. PROPERTY NOW BOARDED SECURED BY CONTRACTOR. ALL YARDS CLEAN, GRAFFITI REMOVED / CLOSE	
January 23, 2012	**ADMINSTRATIVE**	
	Recorded & scanned bids received. File given to #19	
January 24, 2012	**REVIEW**	
	19) Reviewed completed case and file to LD to process for City Council.	
January 31, 2012	**CITY COUNCIL AGENDA PREP**	
	Ld) Scheduled to go before Council 2/15/12, sent report of expenses letter to owner	
February 02, 2012	**NOTICE OF PUBLIC HEARING POST**	
	33) Posted notice on front window, photo's taken.	
February 13, 2012	**DIRECTIVE**	
	33) Photo's taken for 19 for council.	
March 19, 2012	**RECORDED DOCUMENT**	
	Ld) Recorded Lien in the amount of $2,534	

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

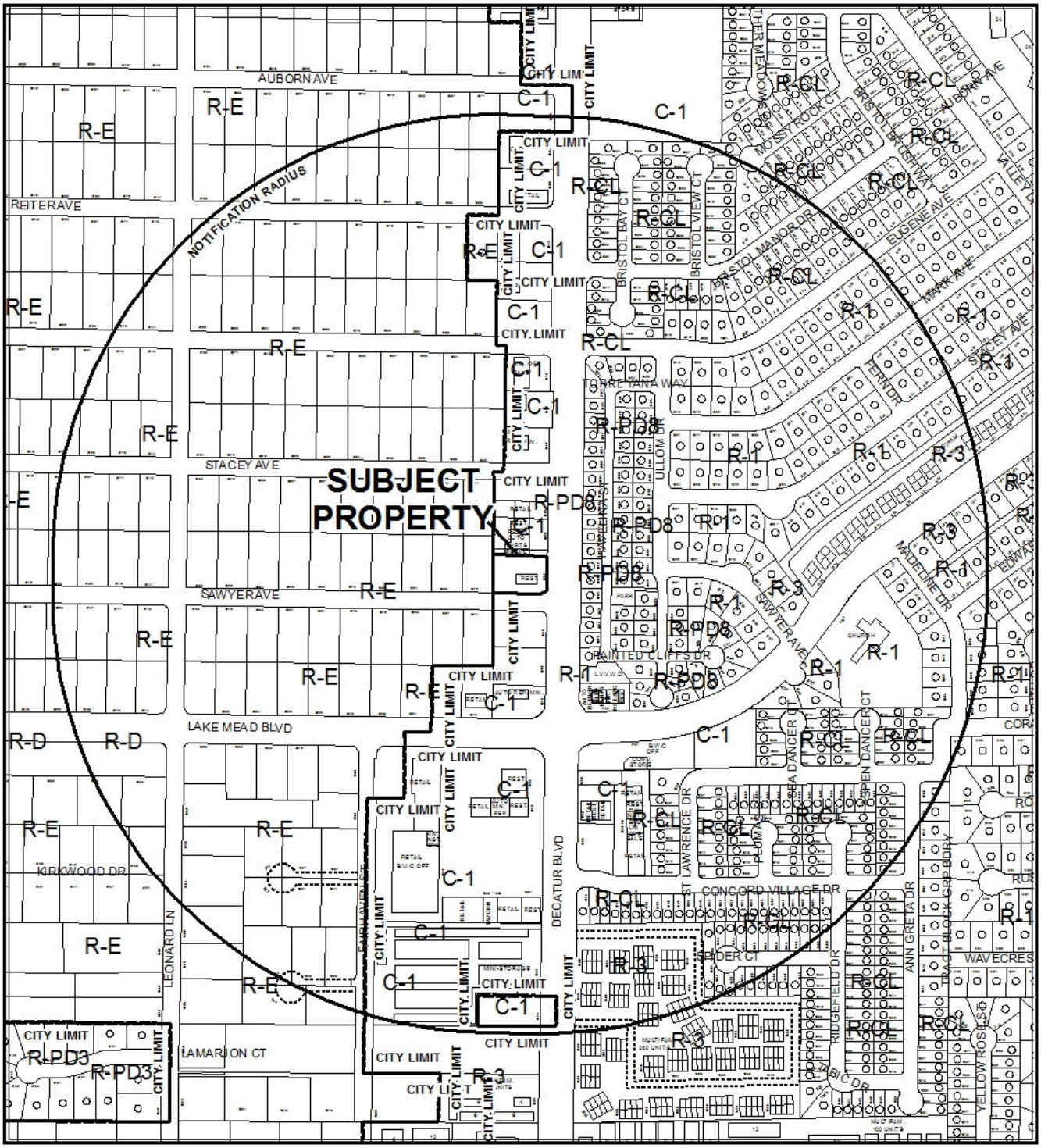
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-51687 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: PUPUSERIA EL ZUNZAL - OWNER: MILTON ESCOBAR - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,095 SQUARE-FOOT BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT at 2081 North Decatur Boulevard (APN 138-24-611-039), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Back up referenced from the December 10, 2013 Planning Commission meeting.



0 300 600

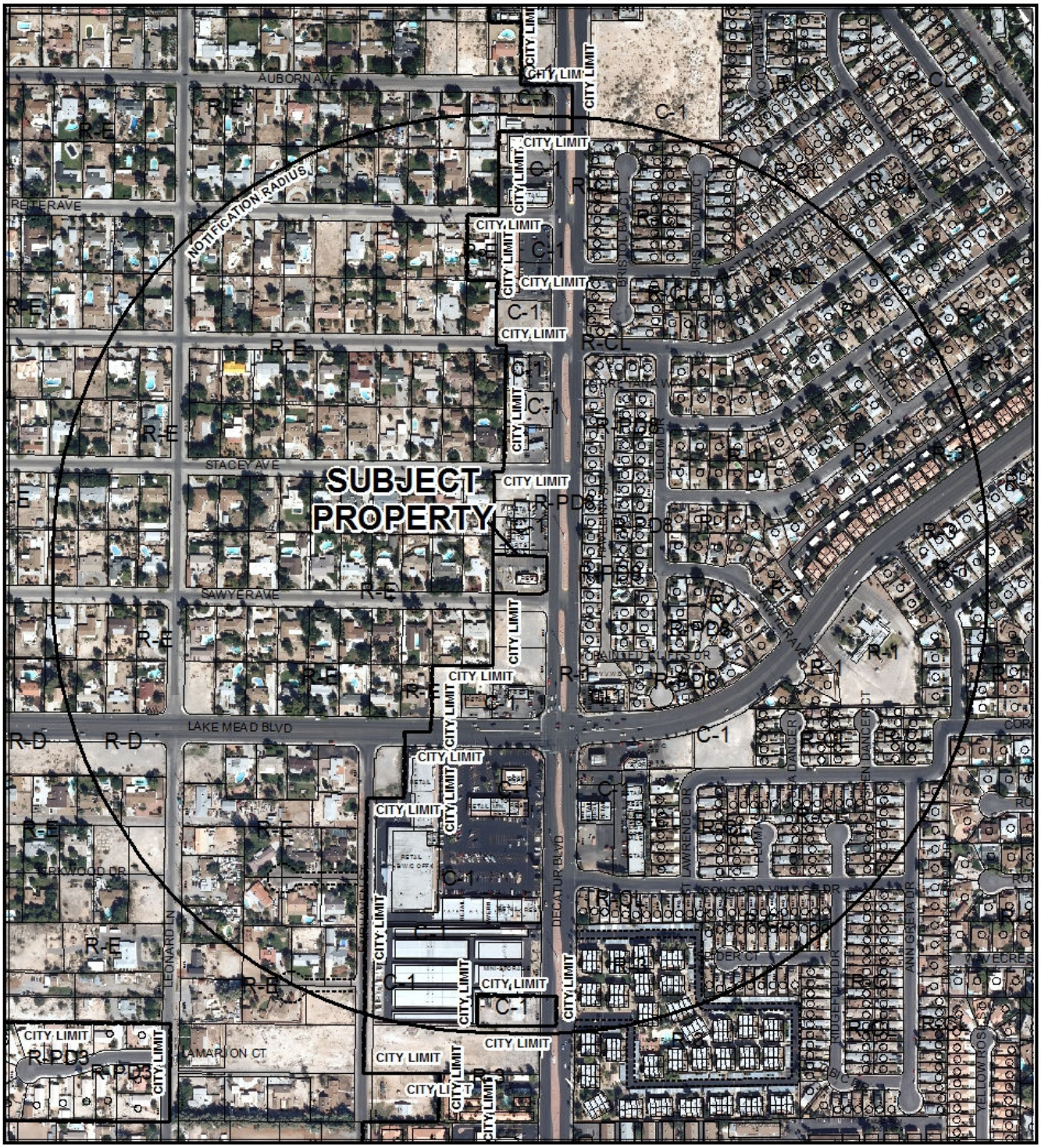
Feet

CASE: **SUP-51687**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600

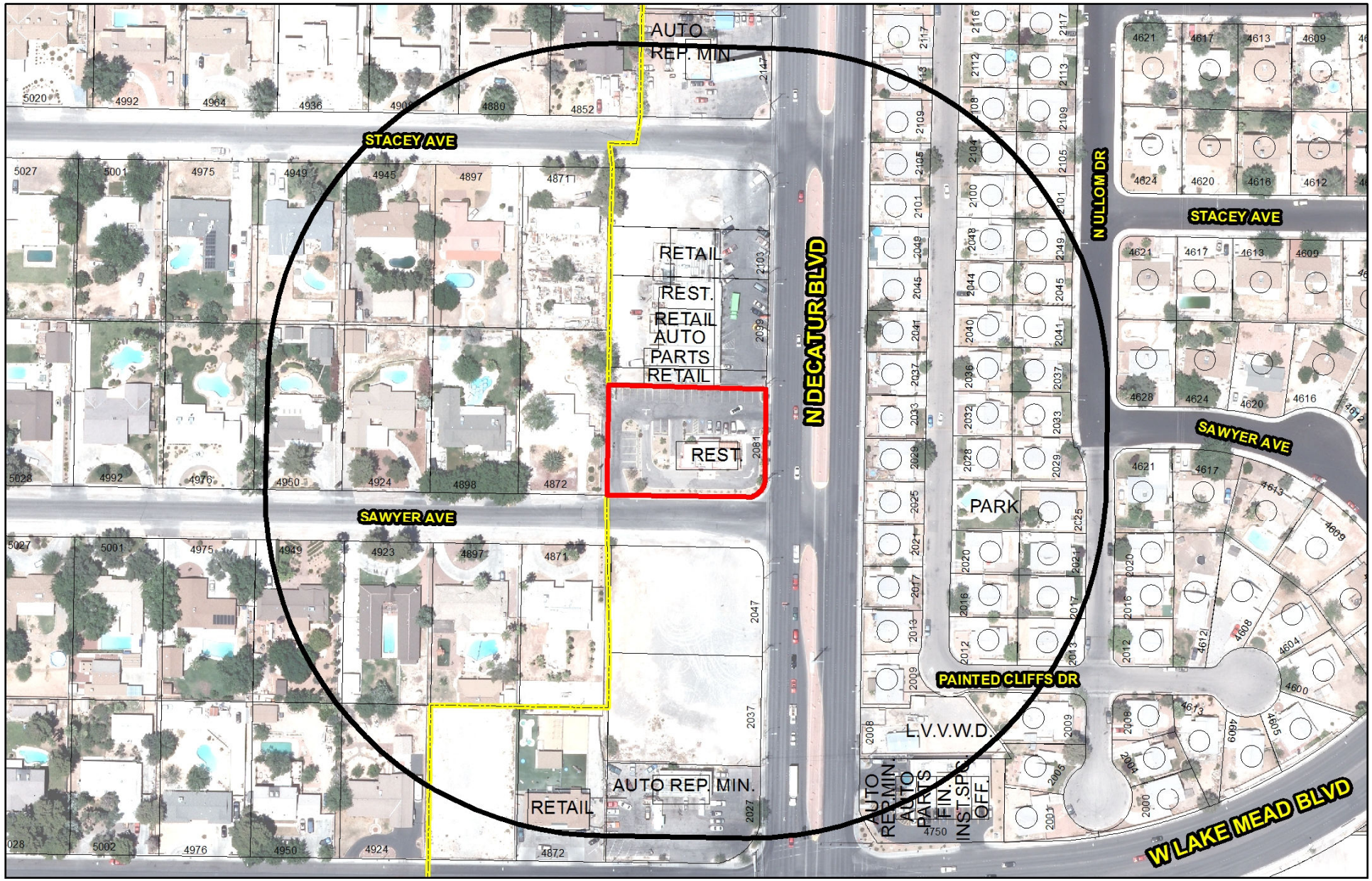
Feet

CASE: **SUP-51687**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-51687

Beer/Wine/Cooler On-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Tavern
- Supper Club/ Restaurant With Service Bar/ Beer Wine Room/ Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Subject Property
- 400 foot buffer

N

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

Date: Thursday, October 24, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: PUPUSERIA EL ZUNZAL - OWNER: MILTON ESCOBAR

**** STAFF RECOMMENDATION ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-51687	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

SUP-51687 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler On-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. 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, as well as submitted as part of any business license application.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
January 22, 2014 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting approval of a Special Use Permit to add a Beer/Wine/Cooler On-Sale use to an existing restaurant at 2081 North Decatur Boulevard. The location had previously been entitled for such a use, but the Special Use Permit (SUP-28297) expired on 06/20/12. The proposed use does not require any waivers, meets all Title 19.12 requirements and is compatible with other restaurant, retail and office uses within the shopping center. Staff recommends approval of the requested Special Use Permit, with conditions. If denied, no alcohol may be served on the premises.

ISSUES

- The Beer/Wine/Cooler On-Sale use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/06/08	The City Council approved a request for a Special Use Permit (SUP-28297) for a proposed Beer/Wine/Cooler On-Sale Establishment within an existing Restaurant located at 2081 North Decatur Boulevard. The Planning Commission and staff recommended approval.
08/05/09	The City Council approved a One-Year Required Review (RQR-34984) of an approved Special Use Permit (SUP-28297) for a proposed Beer/Wine/Cooler On-Sale Establishment within an existing Restaurant located at 2081 North Decatur Boulevard.
12/10/13	The Planning Commission voted (7-0) to recommend APPROVAL of SUP-51687. (PC Agenda Item 17/mh)

Most Recent Change of Ownership	
09/18/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/10/11	A business license (#R09-01626) was issued for a restaurant at 2081 North Decatur Boulevard. The license remains active.

Pre-Application Meeting	
10/08/13	The applicant met with staff and discussed the submittal requirements for a Special Use Permit to add a Beer/Wine/Cooler On-Sale Establishment use to an existing restaurant.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
10/31/13	During a routine field check, staff visited the site and found a clean and well maintained restaurant.

Details of Application Request	
Site Area	
Net Acres	0.54

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	General Retail, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
South	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family, Detached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)
West	Single Family, Detached	R-E (Rural Estates Residential) - Clark County	R-N (Rural Neighborhood) - Clark County

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	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	
Restaurant - Public Seating Area.	1,000 SF	1:50 SF	20				
Restaurant - Remaining GFA.	1,060	1:200 SF	6				
TOTAL SPACES REQUIRED			20		31		
Regular and Handicap Spaces Required			18	2	29	2	Y

ANALYSIS

The Beer/Wine/Cooler On-Sale Establishment use is defined by Title 19.18 as,

> "An establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers only for consumption on the premises where the same is sold." The proposed use meets the definition, as the subject location is proposed as a restaurant. Beer, wine, and wine coolers would be sold only with meals for consumption on the premises."

The minimum Special Use Permit requirements for this use include:

1. Except as otherwise provided, no Beer/Wine/Cooler on-sale establishment (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; or
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; measurement is taken from the existing property line located at the northwest corner of Decatur Boulevard and...

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 line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

This requirement does not apply to the proposed use, as the parcel on which it is proposed is less than 80 acres in size.

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.

This requirement does not apply to the proposed use, as no distance separation waiver is necessary.

5. The minimum distance requirements in Requirement 1 do not apply to:

   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

   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. (Nonwaivable)

The proposed use will meet this requirement, as it is a condition of approval of the Special Use Permit.

The proposed use would be located within an existing restaurant located along Decatur Boulevard and is located within 500 feet of the Unincorporated Clark County limits. The applicant has submitted the required Project of Regional Significance (PRS) Report with the requested Special Use Permit, which has been routed to the participating agencies with no comments received. A Special Use Permit (SUP-28297) had been approved for such use at this location by City Council on 08/06/08. A Required One-Year Review (RQR-34984) for the Special Use Permit (SUP-28297) was approved by City Council on 08/05/09; however, the Beer/Wine/Cooler On-Sale use expired on 06/20/12 after remaining out of business since 12/20/11. There is no additional parking is required for this proposal, as it is ancillary to the existing primary restaurant use and there are no protected uses are located within 400 feet of the subject property. For these reasons, the proposed use is deemed compatible with the surrounding uses; therefore, staff recommends approval with conditions.

FINDINGS (SUP-51687)

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 General Plan land use designation of SC (Service Commercial), does not require any Waivers to the Minimum Special Use Permit Requirements and will be located within an existing restaurant. Staff finds that the proposed use can be conducted in a manner that is harmonious and compatible with the surrounding uses and recommends approval of the requested Special Use Permit.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed Beer/Wine/Cooler On-Sale use will operate within an existing restaurant in the C-1 (Limited Commercial) zoning district. This use will not add to the commercial intensity of the existing use and is suitable for the existing land use, as demonstrated by conformance to the Minimum Special Use Permit Requirements for such 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.

The subject site is served by Decatur Boulevard, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. The site is also served by Sawyer Avenue, a 60-foot Neighborhood Street. Both are of adequate capacity to serve 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.

This site will be subject to business licensing requirements and will not endanger the public health or general welfare, nor will it compromise the overall objectives of the General Plan.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Beer/Wine/Cooler On-Sale use meets all conditional use requirements stated by Title 19.12.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 857 by the City Clerk

APPROVALS 3

PROTESTS 5

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-51687** APN: 138-24-611-039

Name of Property Owner: Escobar, Milton Gustavo & Frances

Name of Applicant: Blanca M. Alvarado

Name of Representative: Jose Escobar

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: Milton Escobar

Print Name: Milton Gustavo Escobar

Subscribed and sworn before me

This _____ day of _____, 20_____

_____

Notary Public in and for said County and State

Revised 11-14-06 f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED

OCT 17 2013

City of Las Vegas
Dept. of Planning

State of California, County of San Joaquin
Subscribed and sworn to (or affirmed) before me
on this 9 day of October, 2013,
by Milton Gustavo Escobar,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature: Notary Public

VANITA P. MISTRY
COMM. #1938044
Notary Public · California
San Joaquin County
My Comm. Expires May 23, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Beer / Wine Cooler On-Sale

Project Address (Location) 2081 North Decatur Blvd.

Project Name Beer/Wine Cooler On-Sale Proposed Use restaurant

Assessor's Parcel #(s) 138-24-611-039 Ward # 5-Barlow.

General Plan: existing X proposed ____ Zoning: existing X proposed ____

Commercial Square Footage 2,050 sq. feet Floor Area Ratio .94

Gross Acres .51 acre Lots/Units 24/1 Density ____

Additional Information ____

PROPERTY OWNER Escobar, Milton Gustavo Contact ____

Address 2081 N. Decatur Blvd. Phone: 408-761-2891 Fax: ____

City Las Vegas State NV Zip 89108

E-mail Address milt72@sbcglobal.net

APPLICANT Blanca M Alvarado Contact ____

Address 2081 N. Decatur Blvd. Phone: 323-385-8133 Fax: 702-629-7237

City Las Vegas State NV Zip 89108

E-mail Address escobar1951@sbcglobal.net

REPRESENTATIVE Jose Escobar Contact ____

Address 2081 N. Decatur Blvd. Phone: 323-385-8133 Fax: 702-629-7237

City Las Vegas State NV Zip 89108

E-mail Address escobar1951@sbcglobal.net

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Milton Escobar

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps

Print Name Milton Gustavo Escobar.

Subscribed and sworn before me

This ____ day of ____, 20 ____.

____

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-51687
Meeting Date:	12/10/13
Total Fee:	$1280.00
Date Received:*	10/17/13
Received By:	Jonathan B

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

F:\depot\Application Packet\Application Form.pdf

RECEIVED

OCT 17 2013

City of Las Vegas
Dept. of Planning

State of California, County of San Joaquin

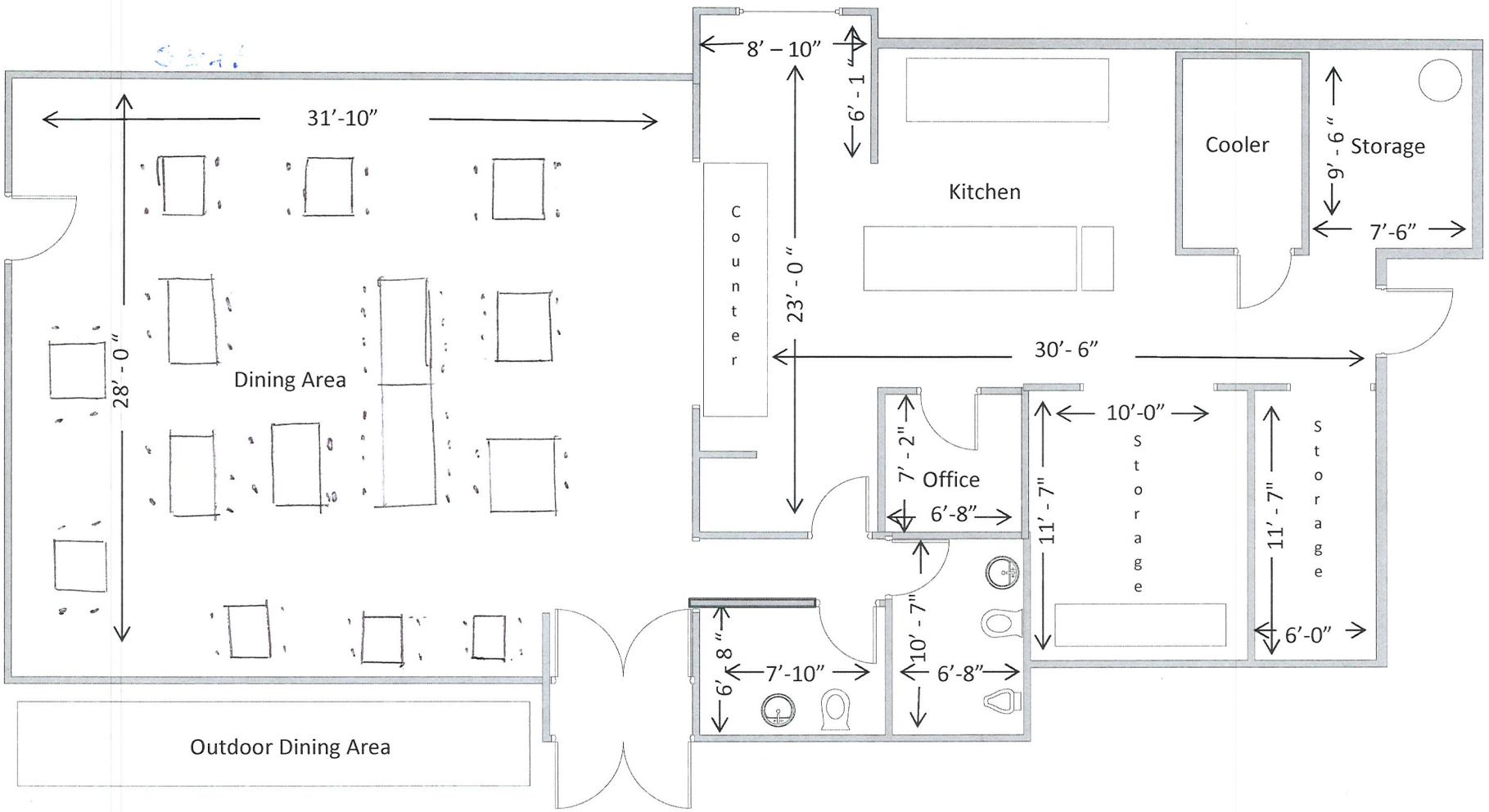
Subscribed and sworn to (or affirmed) before me on this 9 day of October, 20 13, by Milton Gustavo Escobar, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: V Mistry Notary Public

VANITA P. MISTRY
COMM. #1938044
Notary Public · California
San Joaquin County
My Comm. Expires May 23, 2015

Seats 60

Sawyer Avenue



Decatur Blvd

Parking 5 spaces

2081 N DECATUR BL
LAS VEGAS, N.V. 89108

Parking 24 Spaces

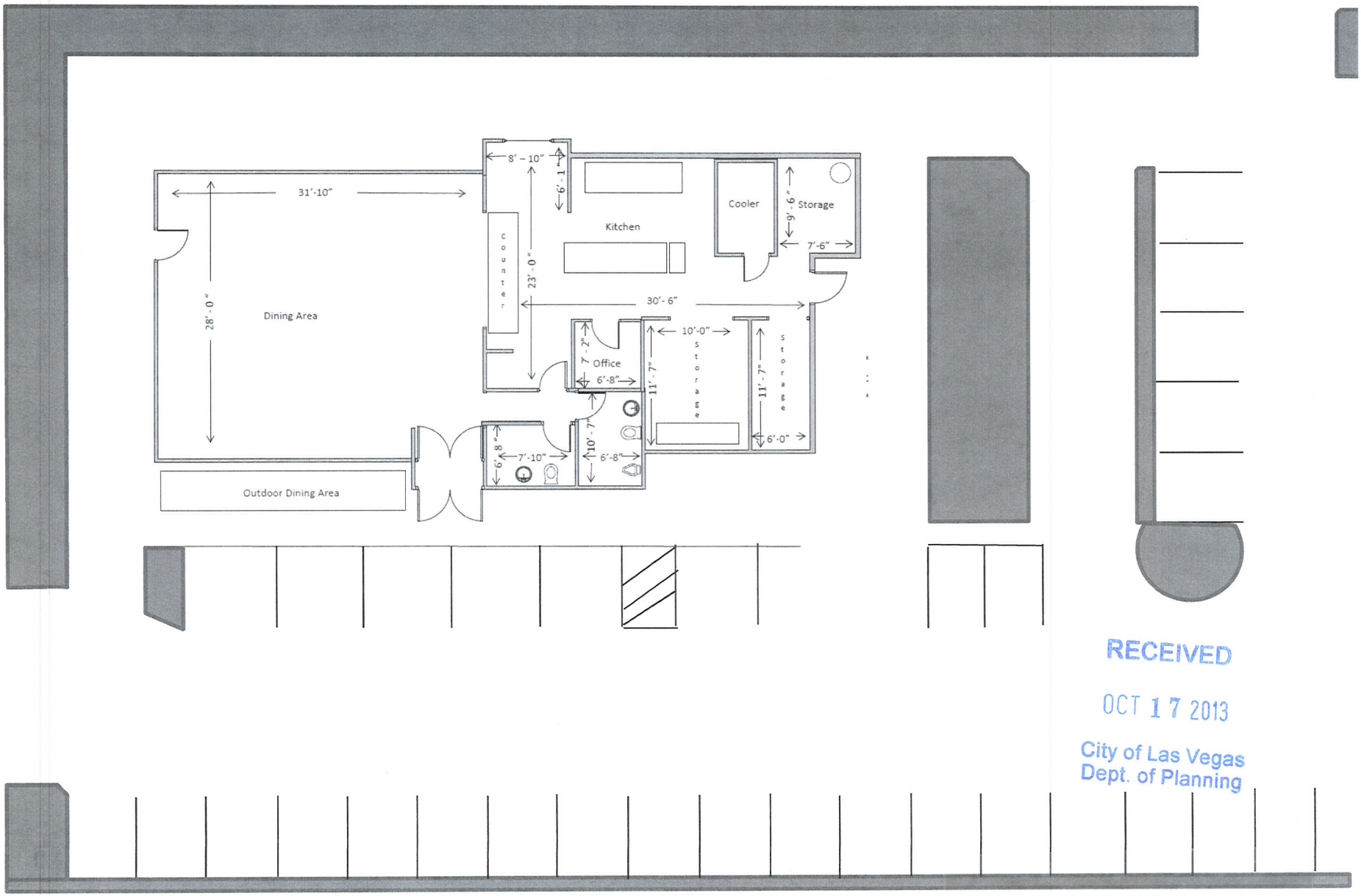
RECEIVED
OCT 17 2013
City of Las Vegas
Dept. of Planning

SUP-51687

Sawyer Avenue

Decatur Blvd

2081 N Decatur BL
Las Vegas, NV. 89108



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OCT 17 2013

City of Las Vegas
Dept. of Planning

SUP-51687

SUP-51687 - APPLICANT: PUPUSERIA EL ZUNZAL - OWNER: MILTON ESCOBAR
2081 NORTH DECATUR BOULEVARD

07/01/13

PuPuseria El Zunzal

2081 N. Decatur Blvd Las Vegas. N.V 89121

My name is Blanca M Alvarado AM the owner of the Restaurant and I would like to be able to put the licence of Beer and wine to increase more the Business and be able to submit for a use permit

RECEIVED

OCT 17 2013

City of Las Vegas
Dept. of Planning

SUP-51687

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) 464-7499 Fax

SUBJECT: **SUP-51687 – APPLICANT: PUPISERIA EL ZUNZAL – OWNER: MILTON ESCOBAR**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***DECEMBER 10, 2013*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***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 ***DECEMBER 9, 2013.***

Blanca M Escobar A — 12-8-13

Signature — Date

Blanca M Escobar A

Please Print Name

PUPUSERIA EL ZUNZAL

Company Name

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

RECEIVED
DEC 09 2013
City of Las Vegas
Department of Planning

17

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 at the address listed above or fax this side of this card to (702) 464-7499. 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-51687

Planning Commission Meeting of **12/10/2013**

Case: SUP-51687
13824611041
GROSSMAN ROBERT F & SUNYA D
4898 SAWYER AVE
LAS VEGAS NV 89108-3058

agenda item #17 protest

24 JRDFNHP 89108

Dec 05 13 08:57a Speedee Mart, Inc 702 543-3994 p.1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-51687

Planning Commission Meeting of **12/10/2013**

Case: SUP-51687
13919301001
WOODY-MAC 108 L L C
2505 ANTHEM VILLAGE DR #523
HENDERSON NV 89052-5505

agenda item #17 protest

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
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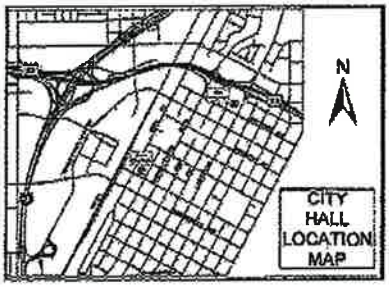
Return Service Requested
Official Notice of Public Hearing



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Case: SUP-51687

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-51687
Planning Commission Meeting of **12/10/2013**

SB JRDFNMP 89180

agenda item #17
protest

12/02/2013 20:42 #307 P.001/001
3109669196

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Return Service Requested
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-51687

Planning Commission Meeting of **12/10/2013**

Case: SUP-51687
13919311237
FALVAY ROBERTA
1937 S BEDFORD ST #2
LOS ANGELES CA 90034-1324

66 JRDFNMP 90034

agenda item #17
protest

From:Dr.Gruenn

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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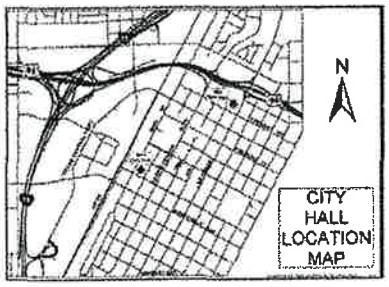
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-51687
Planning Commission Meeting of **12/10/2013**

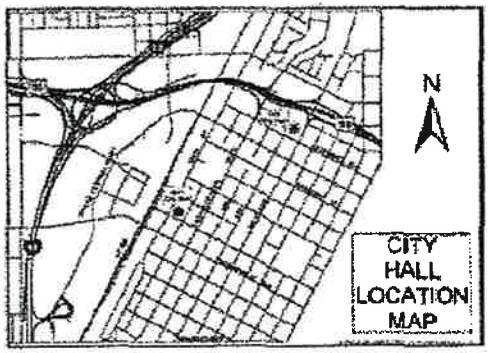
Case: SUP-51687
13919301001
WOODY-MAC 108 L L C
2505 ANTHEM VILLAGE DR #523
HENDERSON NV 89052-5505

3B JRDPNMP 89052

agenda item #17
protest

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-51687
Planning Commission Meeting of **12/10/2013**

Case: SUP-51687
13919311021
HAYS RENTAL PROPERTIES L L C
3508 RIVERWOOD RD
ALEXANDRIA VA 22309-2720

Agenda Item #17 SUPPORT

2 JRDFNMP 22309

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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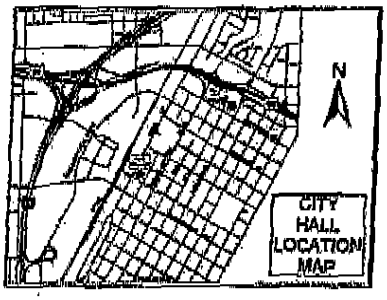
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: SUP-51687
13824611001
2027 NORTH DECATUR L L C
2711 E SAHARA AVE
LAS VEGAS,NV 89104-4119

SUP-51687
Planning Commission Meeting of **12/10/2013**

27 JRDFMP 89104

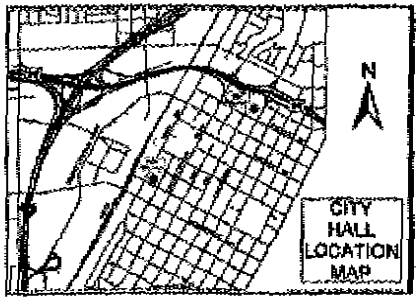
AGENDA ITEM #17
SUPPORT

#2152 P.001/001

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-51687

Planning Commission Meeting of **12/10/2013**

Case: SUP-51687

13824611064
R I V LIVING TRUST
%R IVIE
4962 N PIONEER WAY
LAS VEGAS NV 89149-5848

LVS

AGENDA ITEM # 17
SUPPORT

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

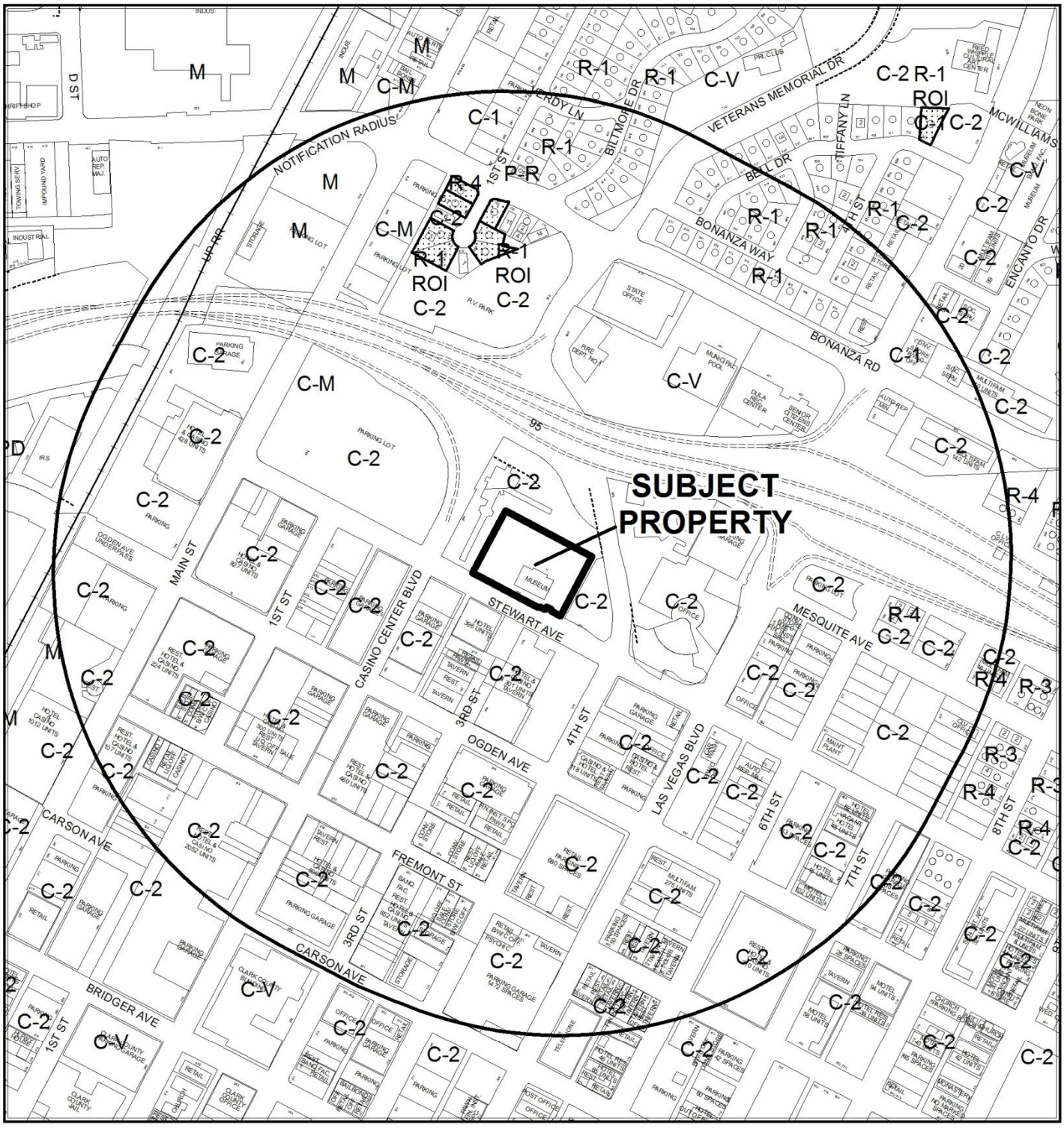
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-51788 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: THE MOB MUSEUM - OWNER: CITY OF LAS VEGAS - For possible action on a request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER T O ALLOW AN 80-FOOT DISTANCE SEPARATION WHERE A 1,500-FOOT SEPARATION IS REQUIRED FROM A SIMILAR USE at 300 Stewart Avenue (APN 139-34-501-007), C-V (Civic) Zone, Ward 5 (Barlow) [PRJ-51917]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Back up referenced from the December 10, 2013 Planning Commission meeting.



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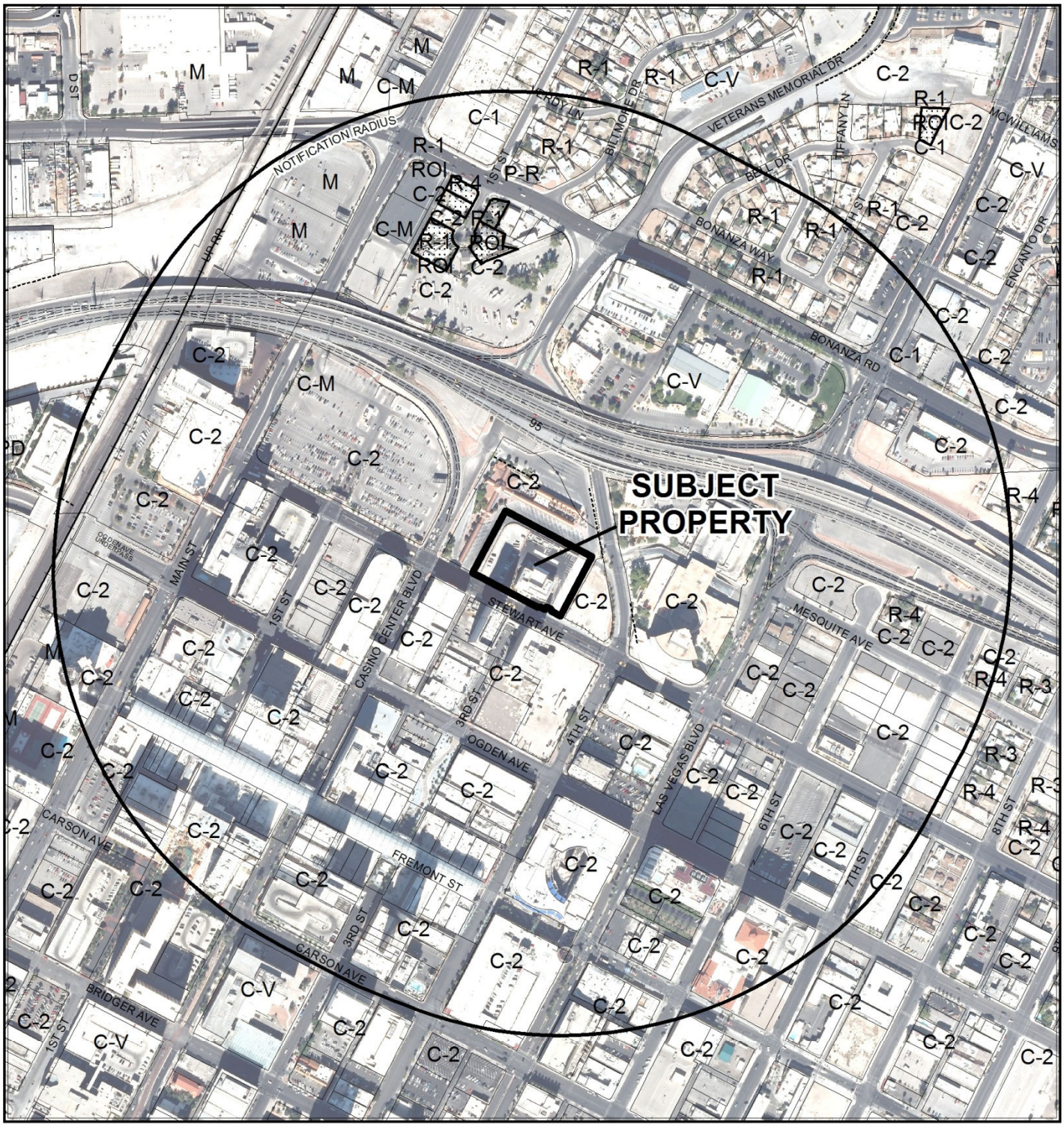
CASE: **SUP-51788 (PRJ-51917)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



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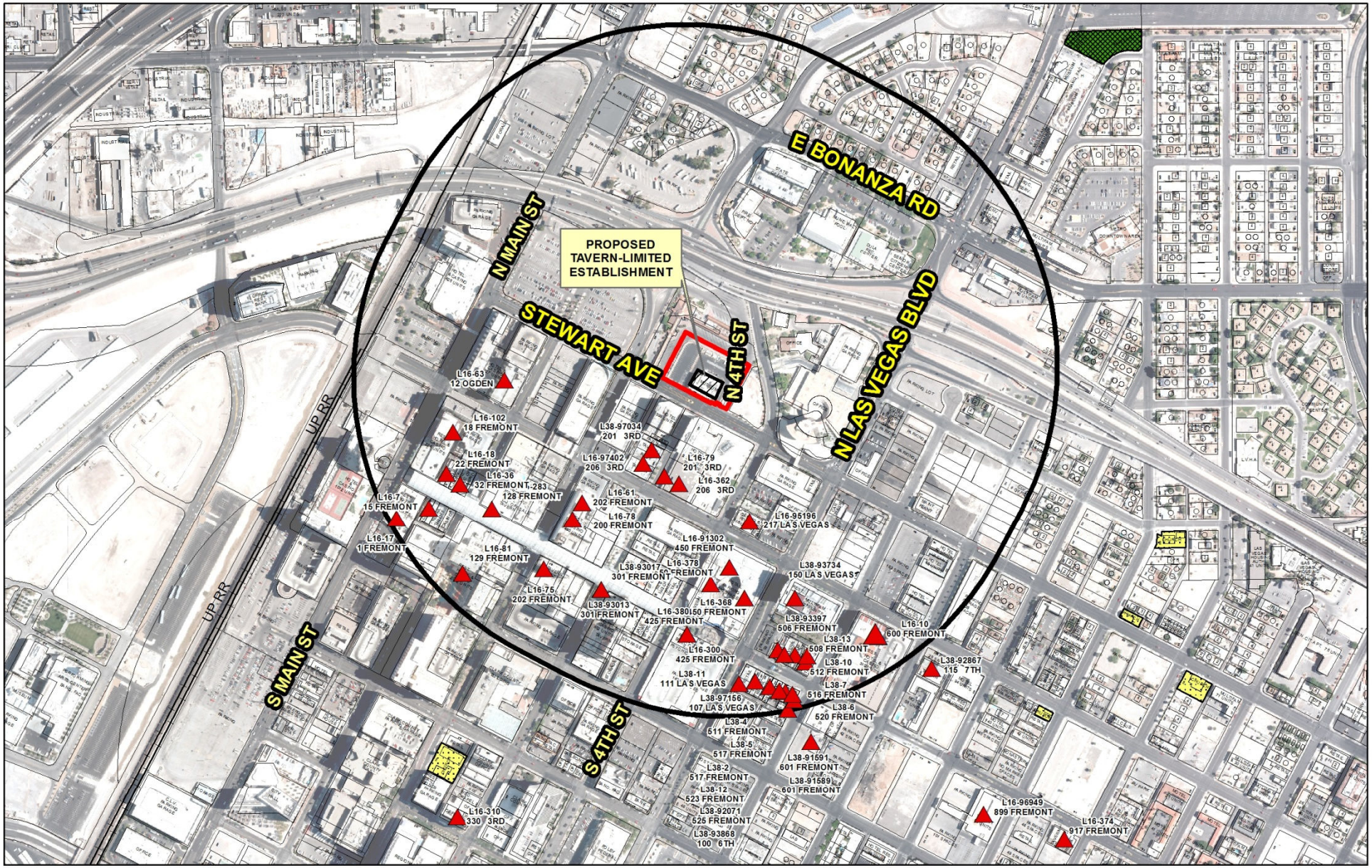
CASE: **SUP-51788 (PRJ-51917)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



SUP-51788 (PRJ-51917)

Liquor Establishment (Tavern)

Business Licenses

- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility

- Subject Property
- 1500 foot buffer

N

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

Date: Monday, November 18, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: THE MOB MUSEUM - OWNER: CITY OF LAS VEGAS

**** STAFF RECOMMENDATION ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-51788	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

SUP-51788 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Liquor Establishment (Tavern) use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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, as well as submitted as part of any business license application.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Special Use Permit for a proposed Liquor Establishment (Tavern) use within an existing Museum facility located at 300 Stewart Avenue. The applicant is seeking a change from the current entitlement for a Beer/Wine/Cooler On-Sale Cultural Establishment use to the Liquor Establishment (Tavern) use, in order to expand the current alcohol service to include on-on-premise liquor sales. This Special Use Permit will apply to the entire site, to include the existing Museum facility and the pedestrian plaza approved by the recent Site Development Plan Review (SDR-47221), in order to allow for maximum flexibility in the placement of alcohol service during special Museum events. The proposed Liquor Establishment (Tavern) use requires a Waiver to allow an 80-foot separation where a 1,500-foot separation is required from similar uses located to the south of the subject site. Staff supports this waiver request, which is allowed for such uses within the C-V Civic Overlay District. Staff also recommends approval of the requested Special Use Permit for the proposed Liquor Establishment (Tavern) use, as the use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses. If denied, the proposed Liquor Establishment (Tavern) use may not operate on the subject site; however, the current Beer/Wine/Cooler On-Sale Cultural Establishment use may continue..

ISSUES

- The Liquor Establishment (Tavern) use is permitted in the C-V (Civic) zoning district with the approval of a Special Use Permit.
- A Waiver has been requested to allow an 80-foot separation from a similar use where a 1,500-foot separation is required. The proposed use is located within the C-V Civic Overlay District and may request a Waiver, as allowed by Title 19.12.
- The subject site is currently entitled by Special Use Permit (SUP-47222) for the Beer/Wine/Cooler Cultural Establishment.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/11/08	The City of Las Vegas approved a Capital Improvement Project (CIP-26498) agreement for the historic rehabilitation of the downtown Post Office/Courthouse at 300 Stewart Avenue into a museum and cultural center.
03/27/08	A Site Development Plan Review (SDR-27014) was administratively by the Department of Planning and Development for proposed on-site improvements and a mechanical room approved addition at 300 Stewart Avenue.

12/09/09	The Las Vegas Historic Preservation Commission approved a Certificate of Appropriateness (HPC-36661) for new construction at the U.S. Post Office and Courthouse, located at 300 Stewart Avenue.
09/22/10	The Las Vegas Historic Preservation Commission (HPC-39602) approved a Certificate of Appropriateness for exterior signage at the U.S. Post Office and Courthouse, at 300 Stewart Avenue.
01/10/12	The Planning Commission approved a Master Sign Plan (MSP-44034) for a museum at 300 Stewart Avenue. Staff recommended approval.
01/17/12	The Downtown Design Review Commission approved an Architectural Review Commission application (ARC-44067) for a proposed exterior signage plan at the U.S. Post Office and Courthouse at 300 Stewart Avenue.
12/11/12	The Planning Commission approved a Major Amendment (SDR-47221) to an approved Site Development Plan Review (SDR-27014) to convert a parking lot into a plaza and a related Special Use Permit (SUP-47222) for a proposed Beer/Wine/Cooler Cultural Establishment with a Waiver to allow the use outside of the 18b Las Vegas Arts District at 300 Stewart Avenue. Staff recommended approval.
12/10/13	The Planning Commission voted (7-0) to recommend APPROVAL of SUP-51788 [PRJ-51917]. (PC Agenda Item 20/mh)

Most Recent Change of Ownership	
05/14/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/26/12	A business license (N31-00336) was issued for a Non-Profit Museum at 300 Stewart Avenue. The license is still active.
02/13/12	A business license (B23-00075) was issued for a Banquet Hall at 300 Stewart Avenue. The license is still active.
05/03/12	A business license (M18-05491) was issued for a Management Company at 300 Stewart Avenue. The license is still active.
08/30/12	A business license (P02-01075) was issued for a Parking Lot at 300 Stewart Avenue. The license is still active.
12/27/12	A business license (L29-92168) was issued for Beer/Wine/Cooler On-Sale at 300 Stewart Avenue.
05/13/13	A business license (R10-93860) was issued for an Indoor Food Cart at 300 Stewart Avenue.

Pre-Application Meeting	
10/28/13	Staff met with the applicant and reviewed the requirements for a Special Use Permit for the proposed Liquor Establishment (Tavern) use at 300 Stewart Avenue.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
10/31/13	During a routine field check conducted by staff the subject site was found to be a well maintained Museum with adequate parking provided onsite and nearby parking structures. An existing Liquor Establishment (Tavern) affiliated with the existing Gaming, Non-restricted use across Stewart Avenue to the south was noted.

Details of Application Request	
Site Area	
Net Acres	1.98

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Museum, Art Display, or Art Sales (Private)	PF (Public Facilities)	C-V (Civic)
North	Shopping Center (Proposed)	MXU (Mixed Use)	C-2 (General Commercial)
South	Gaming Establishment, Non-restricted	C (Commercial)	C-2 (General Commercial)
East	Shopping Center (Proposed)	MXU (Mixed Use)	C-2 (General Commercial)
West	Shopping Center (Proposed)	MXU (Mixed Use)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
C-V (Civic) District	Y
Downtown Centennial Plan Overlay District	Y
A-O (Airport Overlay) District – 200 Feet	Y
H (Historic Designation)	Y
Live/Work Overlay District	Y

Other Plans or Special Requirements	*Compliance*
Trails	Y
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

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	
Museum, Art Display, or Art Sales (Private)	45,000 SF	1:300 SF	145				
TOTAL SPACES REQUIRED			145		44		
Regular and Handicap Spaces Required			140	5	40	4	Y*

**Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements and the parking has been approved by Site Development Plan Review (SDR-47221) to allow for no onsite parking during scheduled outdoor special events. This proposal will not change the current parking provision.*

ANALYSIS

The Liquor Establishment (Tavern) use is defined by Title 19.18 as,

> "A facility which sells alcoholic beverages for consumption on the premises where the same are sold and authorizes the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers, for consumption off the premises where the same are sold."

The proposed use meets the definition.

The Minimum Special Use Permit Requirements for this use include:

1. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and welfare of the City are best promoted and protected by generally requiring both a minimum separation between liquor establishments (tavern), and a minimum separation between a liquor establishment (tavern) and certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided below, no liquor establishment (tavern) may be located within 1,500 feet of any other liquor establishment (tavern), church, synagogue, school, child care facility licensed for more than 12 children, or City park.

The proposed use is located within 80 feet of another Liquor Establishment (Tavern) to the south. The applicant has requested a waiver of this requirement and may do so pursuant to Requirement Five. Staff supports this requested waiver, as the use will be located within a museum that will adequately restrict access by minors and provide security and control over the administration of alcohol sales and consumption.

2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed liquor establishment (tavern) 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 liquor establishment (tavern). The distance shall be measured in a straight line without regard to intervening obstacles.

The proposed use meets this requirement, as the measurement to the protected uses was determined using the specified method in Requirement Two.

3. For the purpose of Requirement 2, and for that purpose only:

    a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

    b. The "property line" of a liquor establishment (tavern) refers to:

        i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or
        ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:
            A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;
            B. The proposed liquor establishment (tavern) will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed liquor establishment (tavern) will be located;

C. All parking spaces required by this Subchapter 19.12.070 for the liquor establishment (tavern) use will be located on the same parcel as the use; and
D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

The proposed use meets this requirement, as the measurement to the protected uses was determined using the specified method in Requirement Three. The distance to the protected uses was taken from the property line of the subject site.

4. The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having more 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 rooms after July 1, 1992.

This requirement is not applicable, as this proposed Special Use application is not in connection with non-restricted gaming or a resort hotel having in excess of 200 guest rooms.

5. The distance separation requirement set forth in Requirement 1 may be waiver in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed liquor establishment (tavern) that:

    a. Will be located on a parcel within the C-V District, the Parkway Center District, within the Downtown Centennial Plan, the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;
    b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has been designated as an historic property, historic building, or landmark;
    c. Will be located within a regional mall; or
    d. Will be located within a mixed-use development
        i. That has been approved by means of a Special Use Permit pursuant to LVMC Chapters 19.12 and 19.16;
        ii. That has a minimum net site area of 15 acres; and
        iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet; or
    e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet.

The propose use is located within the C-V Civic Overlay District and is therefore eligible for a waiver of Requirement 1 to be within 80 feet of another Liquor Establishment (Tavern) to the south of this proposal.

6. The use shall conform to, and is subject to, the provisions of LVMC Chapter 6.40 and 6.50.

The proposed use meets this requirement, as a condition of approval requires the conformance to Chapter 6.50 of the City of Las Vegas Municipal Code and cannot be waived.

The applicant is seeking approval of a Special Use Permit for the Liquor Establishment (Tavern) use in order to increase alcohol service from the existing Beer/Wine/Cooler On-Sale Establishment entitlement to allow for liquor service. The Liquor Establishment (Tavern) use is allowed within the C-V (Civic) zoning district with a Special Use Permit and will operate as an ancillary use to the existing Museum use. This Special Use Permit is accompanied by a requested Waiver to allow an 80-foot distance separation from a similar use to the south where a 1,500-foot distance separation is required. Staff recommends approval of the requested Special Use Permit and Waiver, as the use will operate within an established Museum and will have the necessary controls, through the associated conditions of approval, to mitigate potential issues typically associated from liquor service. If denied, the proposed Liquor Establishment (Tavern) use may not operate within the existing museum; however, the existing Beer/Wine/Cooler On-Sale Cultural Establishment use may continue on site.

FINDINGS (SUP-51788)

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 Liquor Establishment (Tavern) use is compatible with the existing Museum and the surrounding commercial establishments. Staff finds that the use can be conducted in a harmonious manner.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site is physically suitable for a Liquor Establishment (Tavern) use with the approval of the requested Waiver to allow an 80-foot distance separation from a similar use where a 1,500-foot minimum separation is required. The proposed use will operate in conjunction with the existing museum and will not have an ancillary gaming component.

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 located on Stewart Avenue, a Secondary Collector Street, which can adequately handle the traffic generated by the existing museum use. There is no anticipated change to the required parking, as this will operate as an ancillary use to the existing Museum 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 proposed Special Use Permit for a proposed Liquor Establishment (Tavern) use will not compromise the public health, safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Liquor Establishment (Tavern) use does not meet conditions of Title 19.12; however, a waiver to allow an 80-foot distance separation where a 1,500 foot separation from a similar use is required has been requested. A waiver may be requested, as the use is located within the C-V Civic Overlay District and staff supports this request as the proposal seeks to establish the Liquor Establishment (Tavern) use within an existing Museum use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 33

NOTICES MAILED 197 by the City Clerk

APPROVALS 2

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-51788

Case Number: SUP-51788 APN: 13934501007

Name of Property Owner: City of Las Vegas

Name of Applicant: The Mob Museum

Name of Representative: Mike Dagenais

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: Elizabeth N Fretwell

Print Name: Elizabeth N. Fretwell

Subscribed and sworn before me

This 30 day of October, 2013

Kim May

Notary Public in and for said County and State

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

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: The Mob Museum Tavern Limited

Project Address (Location) 300 Stewart Ave Las Vegas NV 89101

Project Name SUP- Tavern Limited **Proposed Use** Tavern, Limited

Assessor's Parcel #(s) 13934501007 **Ward #** 5-Barlow

General Plan: existing PF proposed _____ **Zoning:** existing C-V proposed _____

Commercial Square Footage 40,940 **Floor Area Ratio** _____

Gross Acres 2.0 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER City Of Las Vegas **Contact** Flinn Fagg

Address 333 N. Rancho **Phone:** (702) 229-6301 **Fax:** _____

City Las Vegas **State** NV **Zip** 89106

E-mail Address _____

APPLICANT The Mob Museum **Contact** Mike Dagenais

Address 300 Stewart **Phone:** (702) 229-2723 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address mdagenais@themobmuseum.org

REPRESENTATIVE Same as Above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Elizabeth N. Fretwell

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Elizabeth N. Fretwell

Subscribed and sworn before me

This 30 day of October, 20 13.

Kim A. Barrera

Notary Public in and for said County and State

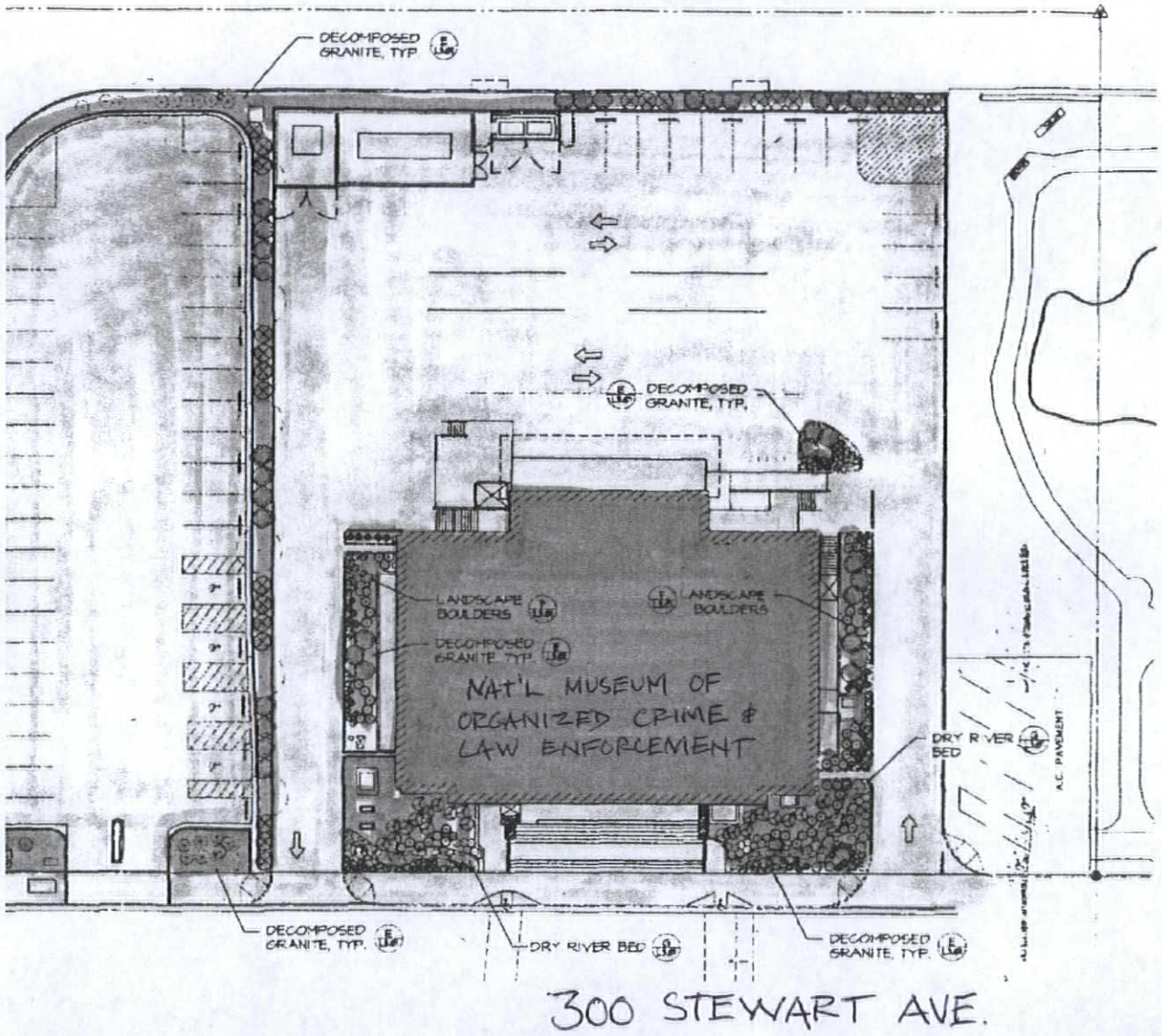
KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Oct. 25, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP-51788
Meeting Date:	12.10.13
Total Fee:	ø.
Date Received:*	10.28.13
Received By:	DJ Rudi

*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
Las Vegas Museum

Commission #
City of Las Vegas
Project Bid # 07.15
Plans Library # 521-179-14

300 Stewart Avenue
Las Vegas, Nevada 89101

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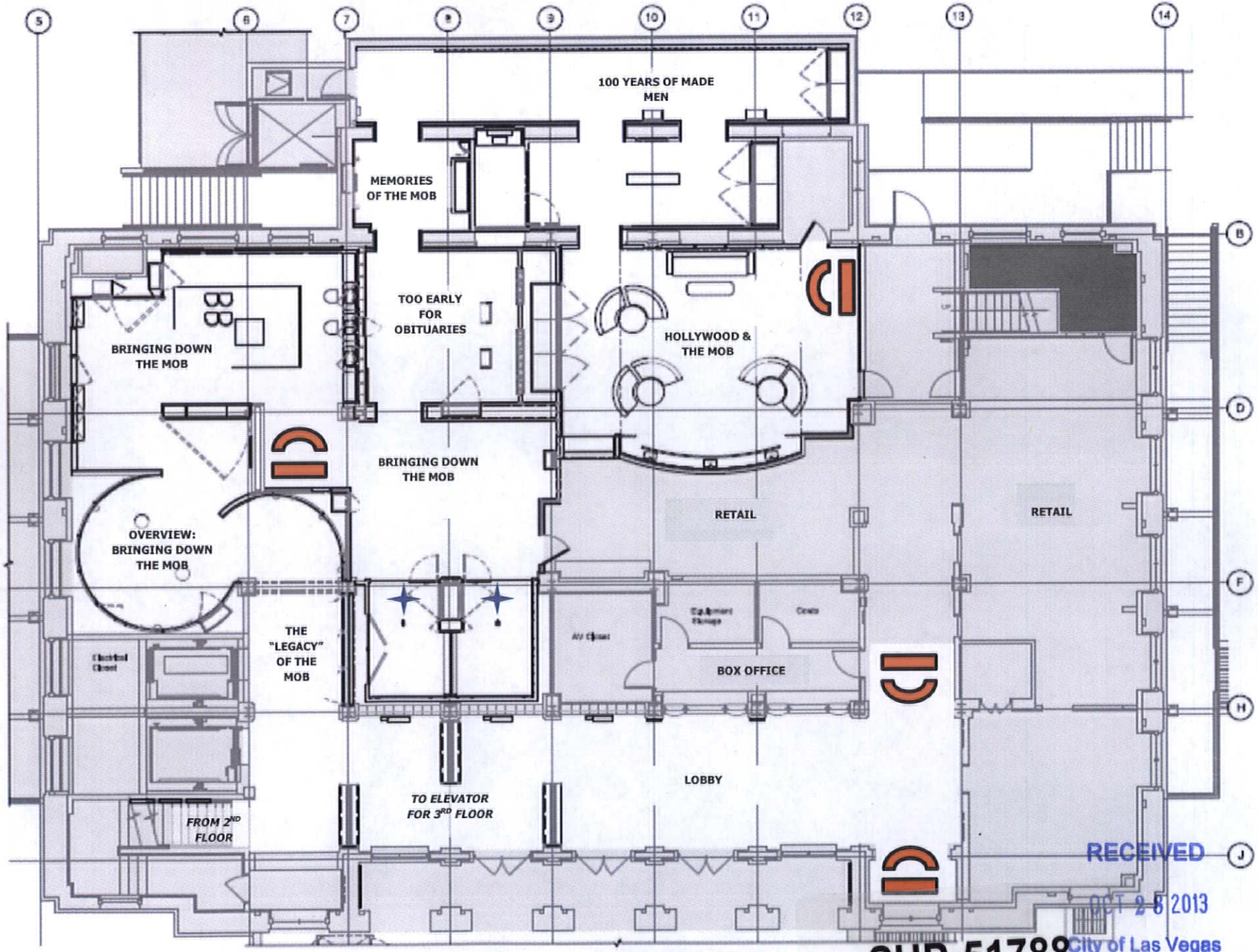
OCT 28 2013
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-51788
REVISED



FIRST FLOOR

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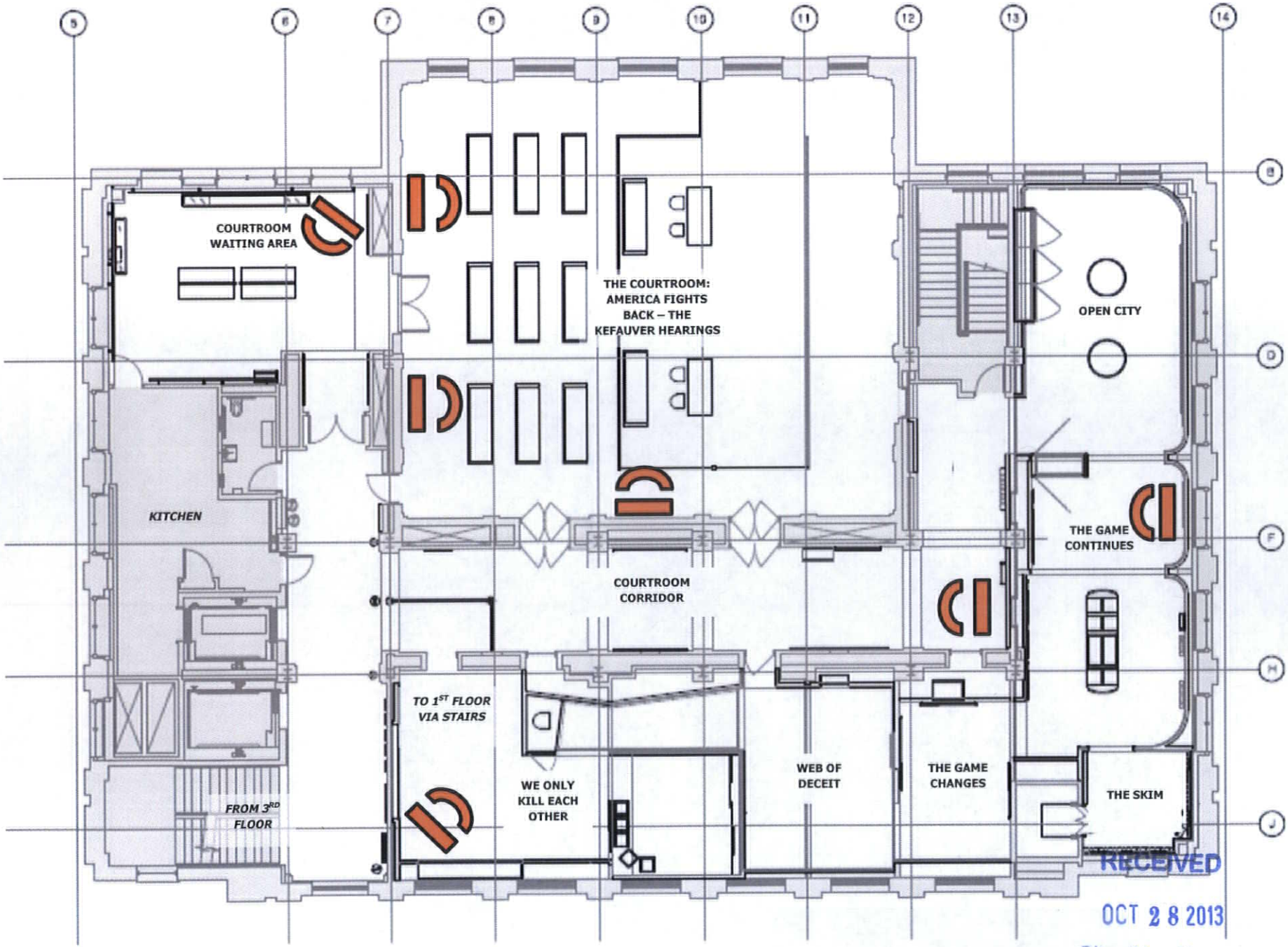
OCT 28 2013
City of Las Vegas
Dept. of Planning

SUP-51788

24 of 24



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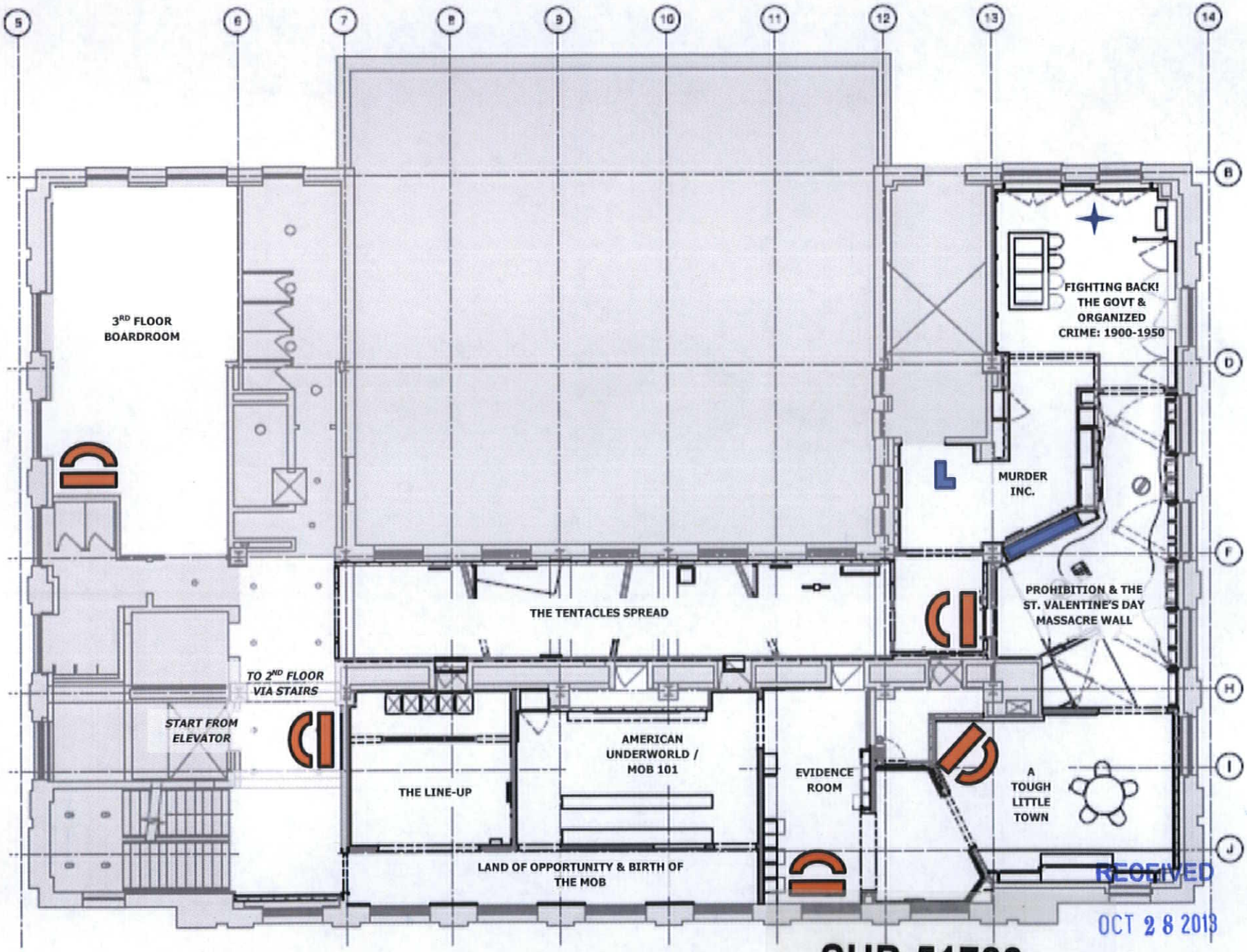
City of Las Vegas
Dept. of Planning

SECOND FLOOR **SUP-51788**



THIRD FLOOR

SUP-51788

RECEIVED
OCT 28 2019
City of Las Vegas
Dept. of Planning

SUP-51788 - APPLICANT: THE MOB MUSEUM - OWNER: CITY OF LAS VEGAS
300 STEWART AVENUE

11/13/13

THE MOB MUSEUM

National Museum of Organized Crime & Law Enforcement™

September 25, 2013

Memorandum for the City of Las Vegas Department of Public Works

Subject: Justification, Special Use Permit for Tavern Limited Use

The National Museum of Organized Crime and Law Enforcement (DBA: The Mob Museum) would like to request your approval on a Special Use Permit for a Tavern Limited use.

This request will be a change in use from the existing Beer/Wine/Cooler Cultural Establishment license to a Beer/Wine/Cooler On-Sale license *until* the approval of the Tavern Limited use. It is to our understanding that when we are ready to expand our alcohol service, we will not have to file for another Special Use Permit (SUP). This SUP will apply to the entire site, and should allow flexibility in the placement of bars and service of alcohol in conjunction with Mob Museum events.

The Mob Museum is located at 300 Stewart Avenue, Las Vegas NV 89101, and is listed as Parcel # 139-34-501-007.

As an Associate Member of The Cultural Corridor Coalition, The Mob Museum is a cultural establishment dedicated to the history of organized crime and law enforcement. The Museum presents the real stories and actual events of Mob history via interactive and engaging exhibits that reveal all sides of the story about the role of organized crime in the United States. The Mob Museum offers multiple perspectives and provides a contemporary, engaging, challenging and educational experience.

The Mob Museum currently has 50 employees. Hours of operation are Sunday – Thursday 10:00am – 7:00pm, and Friday – Saturday, 10:00am – 8:00pm.

The Mob Museum was designed to be LEED certified, meets and/ or supports all existing City regulations, and is actively engaged in the revitalization of the downtown area. This proposed use is compatible with existing land uses on the same property as well as surrounding properties. This site is physically suitable for the type and the intensity of events presented. Streets providing access to The Mob Museum are adequate in size to meet the requirements of the proposed use in this SUP. This request is consistent with and will not compromise the public health, or safety of the General Plan.

We appreciate your assistance with this matter. If you have any questions or concerns, I may be contacted at 702.229.2723.

Thank you,

Michael A. Dagenais

Michael Dagenais
Director of Guest Relations & Operation

RECEIVED

OCT 28 2013

City of Las Vegas
Dept. of Planning

702.229.2734 themobmuseum.org
300 Stewart Avenue Las Vegas, NV 89101

SUP-51788

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) 464-7499 Fax

SUBJECT: SUP-51788 - APPLICANT: THE MOB MUSEUM – OWNER: CITY OF LAS VEGAS

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***DECEMBER 10, 2013*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***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 ***DECEMBER 9, 2013.***

Signature

12/6/13
Date

Jonathan Ullman
Please Print Name

The Mob Museum
Company Name

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

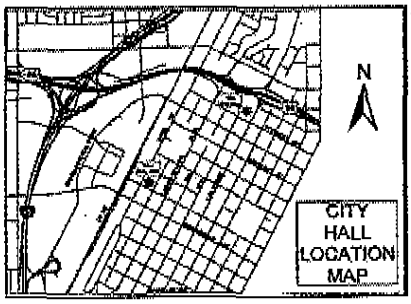
RECEIVED
DEC 09 2013
City of Las Vegas
Department of Planning

ty of Las Vegas
partment of Planning
velopment Services Center
3 North Rancho Drive, 3rd Floor
s Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279216 NOV 27 2013
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



you wish to file your protest or support on this request, check the propriate box below and return this card in an envelope with postage to the epartment of Planning at the address listed above or fax this side of this card (702) 464-7499. If you would like to contact your Council Representative, ease call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.

UP-51788 [PRJ-51917]
lanning Commission Meeting of **12/10/2013**

Case: SUP-51788
13927812007
COBLENTZ ALEXANDER & T LIV TR
610 L L C
%T COBLENTZ
%S A FELD
3207 BEL AIR DR LAS VEGAS NV 89109-1

23 JRDFNMP 89109

AGENDA ITEM #20
PROTEST

Public Comment Form

Item Subject SUP-51788 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: THE MOB MUSEUM - OWNER: CITY OF LAS VEGAS - For possible action on a request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER T O ALLOW AN 80-FOOT DISTANCE SEPARATION WHERE A 1,500-FOOT SEPARATION IS REQUIRED FROM A SIMILAR USE at 300 Stewart Avenue (APN 139-34-501-007), C-V (Civic) Zone, Ward 5 (Barlow) [PRJ-51917]. Staff recommends APPROVAL.

Tracking Number	PC12102013-20-1
Name	515 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject SUP-51788 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: THE MOB MUSEUM - OWNER: CITY OF LAS VEGAS - For possible action on a request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER T O ALLOW AN 80-FOOT DISTANCE SEPARATION WHERE A 1,500-FOOT SEPARATION IS REQUIRED FROM A SIMILAR USE at 300 Stewart Avenue (APN 139-34-501-007), C-V (Civic) Zone, Ward 5 (Barlow) [PRJ-51917]. Staff recommends APPROVAL.

Tracking Number	PC12102013-20-2
Name	208 Las Vegas Blvd. LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

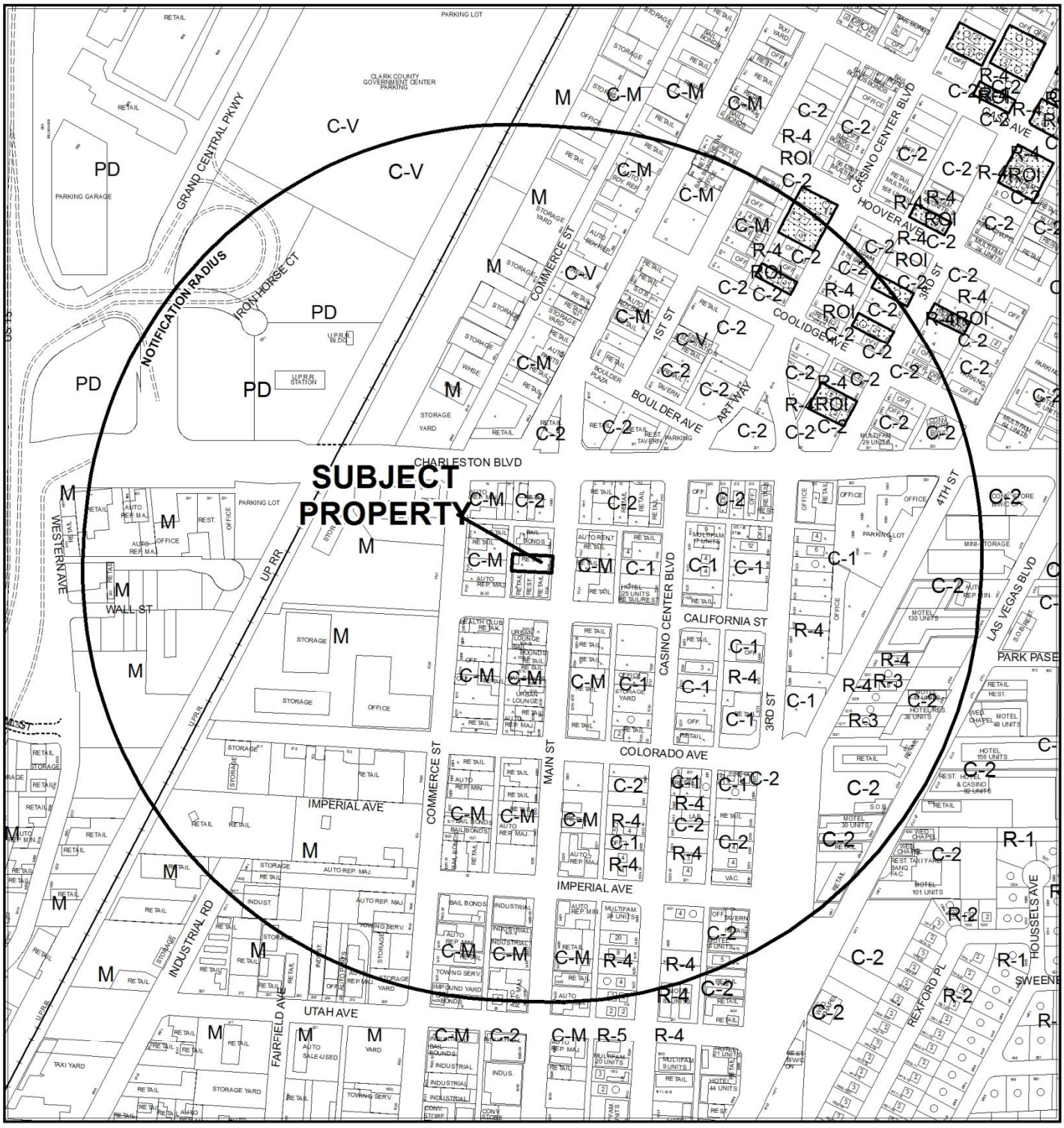
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-51810 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HOP NUTS BREWERY, LLC - OWNER: 1120 VEGAS, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 4,084 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE AND ANCILLARY BREW PUB WITH A 500 SQUARE-FOOT OUTDOOR SEATING AREA at 1120 South Main Street (APN 162-03-110-106), C-M (Commercial/Industrial) Zone, Ward 3 (Coffin) [PRJ-51597]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

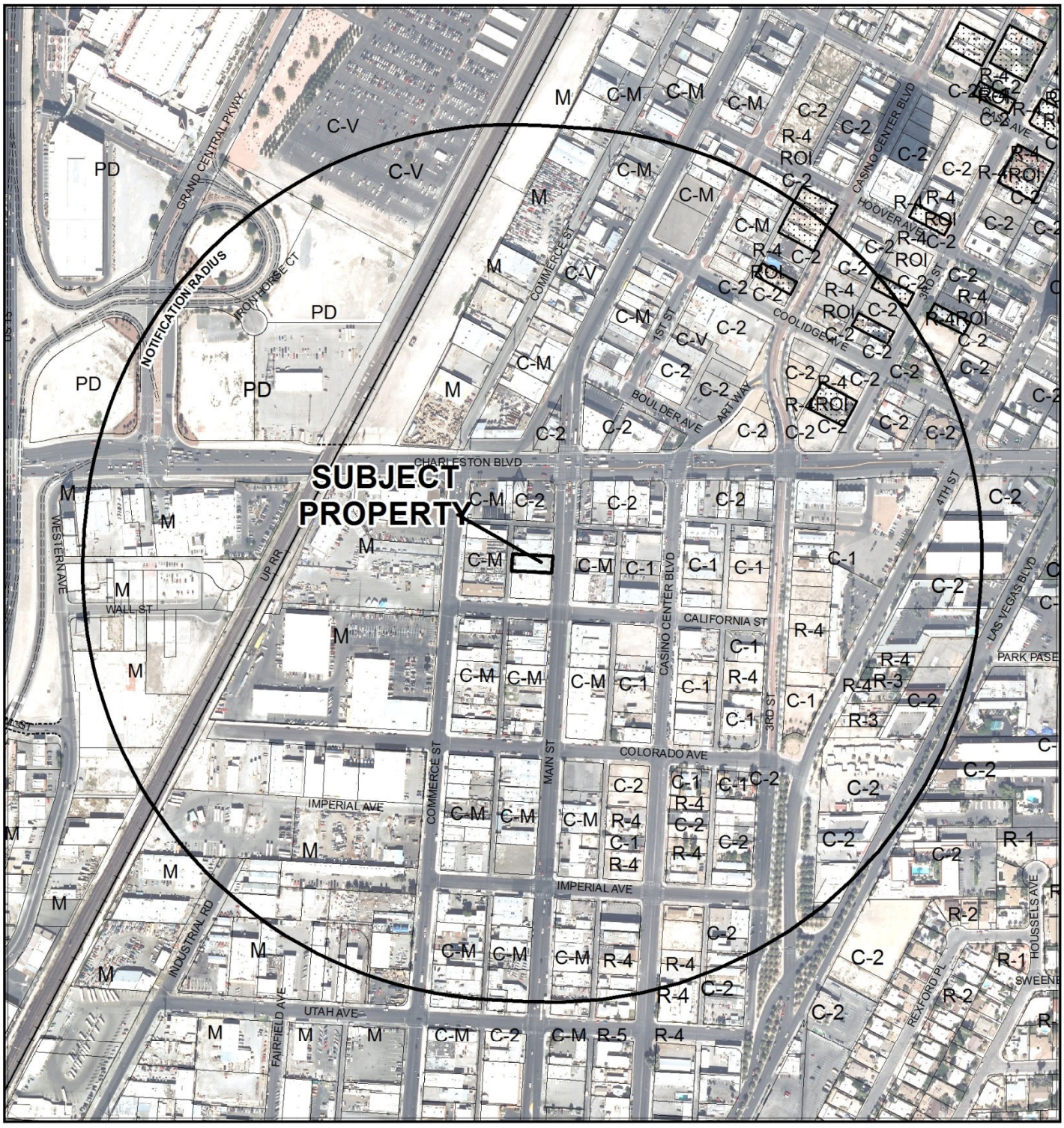
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Back up referenced from the December 10, 2013 Planning Commission meeting



CASE: **SUP-51810 (PRJ-51597)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)



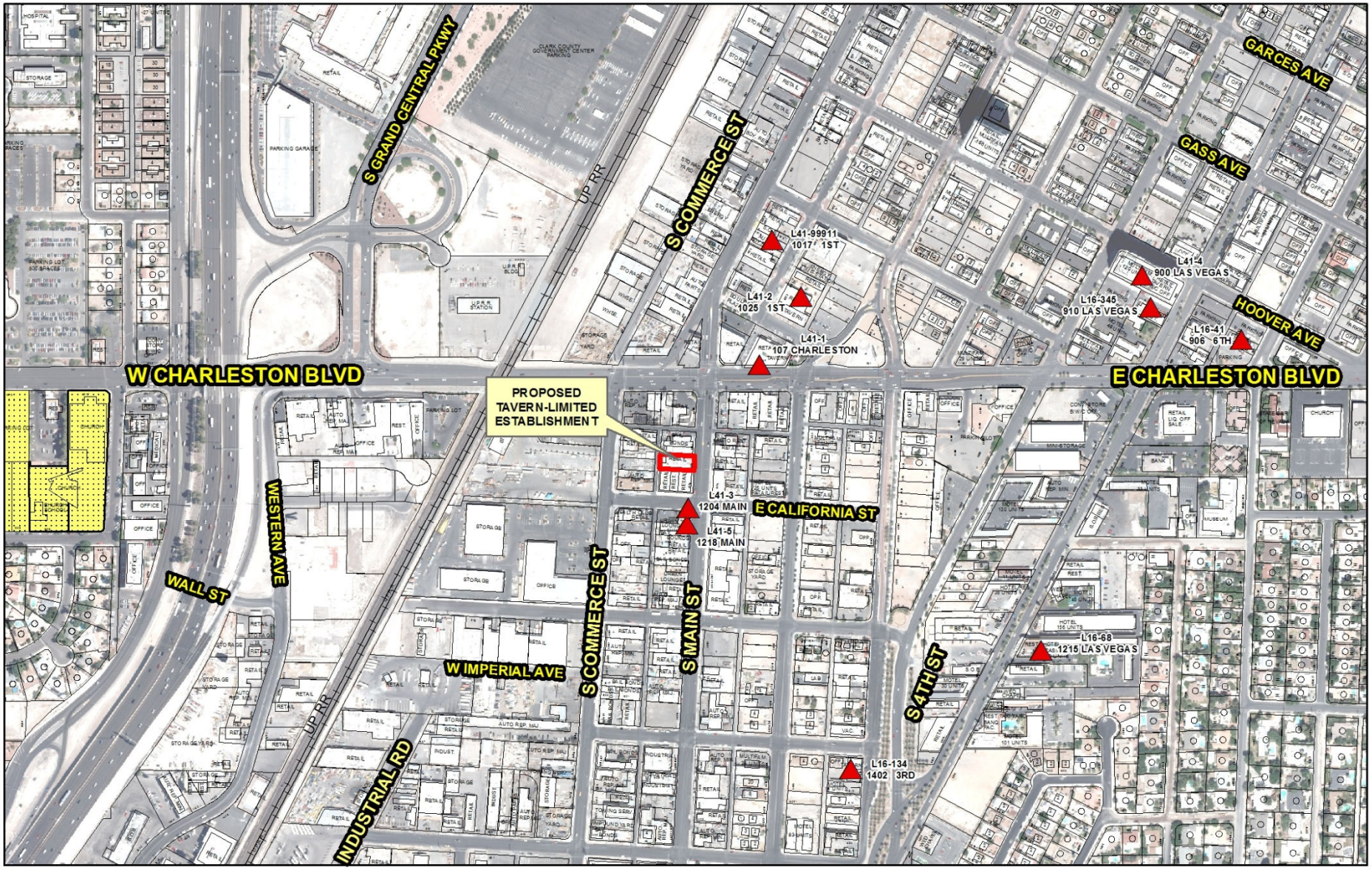
0 400 800 Feet

CASE: **SUP-51810 (PRJ-51597)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N



SUP-51810 (PRJ-51597)

Tavern-Limited Establishment

Business Licenses

- Tavern, Tavern-Limited and Urban Lounge

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility

- Subject Property

N

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

Date: Wednesday, November 13, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: HOP NUTS BREWERY, LLC - OWNER: 1120 VEGAS, LLC

** STAFF RECOMMENDATION **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-51810	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-51810 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Tavern-Limited Establishment use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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, as well as submitted as part of any business license application.

5. Minors shall only be permitted in such areas wherein spirituous, malt or fermented liquors or wines are served only in conjunction with regular meals and where dining tables or booths are provided separate from the bar in conformance with Title 6.50.

6. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Special Use Permit for a proposed Tavern-Limited Establishment use that occupies a 4,084 square-foot portion of a 5,850 square-foot existing building. The area to be entitled consists of 500 square-feet of a proposed 1,000 square-foot private outdoor patio located adjacent to Main Street, a 1,779 square-foot lounge and bar area, a 639 square-foot microbrewery, with the remaining 1,666 square feet dedicated to the common areas located at the rear of the building. These common areas, located within the shade portion of the submitted plan, consist of a 136 square-foot men's and 135 square-foot women's restroom, a 385 square-foot storage area, and a 418 square-foot common area located between the restrooms. The proposed use can be conducted in a manner that is harmonious and compatible within the 18b The Las Vegas Arts District; therefore, staff therefore recommends approval. If denied, the proposed use will not be allowed at this location.

ISSUES

- The Tavern-Limited Establishment use is permitted in the C-M (Commercial/Industrial) zoning district with the approval of a Special Use Permit.
- The proposed use will utilize a portion of private outdoor patio located outside of the public right-of-way.
- The proposed Tavern-Limited Establishment use will operate with an ancillary Brew Pub (Microbrewery) on premises.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/20/07	The City Council approved a request for a Site Development Plan Review (SDR-21175) for a multi-phase Mixed Use Development to include 3,000 multi-family residential units, 6,000 hotel rooms, a private sports arena, street level retail, office and exhibition space, and a casino at the southwest corner of Charleston Boulevard and Main Street. This entitlement expired on 06/20/2009 with no subsequent request for an extension of time.
12/10/13	The Planning Commission voted (6-0-1/TS) to recommend APPROVAL of SUP-51810 [PRJ-51597]. (PC Agenda Item 21/mh)

Most Recent Change of Ownership	
09/17/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to this specific request at this time. It is noted that the applicant will be completing a tenant improvement to create two separate suites for the building in the near future.

Pre-Application Meeting	
10/08/13	A pre-application meeting was held with the applicant's representative to discuss the original request for an Urban Lounge use. It was discussed during the meeting that the Tavern-Limited Establishment use is one of the required primary uses necessary for an ancillary brew pub license and that an amended application request would be required to reflect as such.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
10/31/13	Staff visited the site and found an unoccupied retail storefront free of trash and graffiti.

Details of Application Request	
Site Area	
Net Acres	0.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail, Other Than Listed	C (Commercial)	C-M (Commercial/Industrial)
North	Bailbond Service	C (Commercial)	C-M (Commercial/Industrial)
South	General Retail, Other Than Listed	C (Commercial)	C-M (Commercial/Industrial)
East	General Retail, Other Than Listed	C (Commercial)	C-M (Commercial/Industrial)
West	General Retail, Other Than Listed	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District – 18b The Las Vegas Arts District	Y
Live/Work Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

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	
Tavern-Limited Establishment – Public Seating Area (500 SF Patio and 1,779 SF Lounge)	2,279 SF	1:50 SF	46				
Tavern-Limited Establishment – Remaining GFA	2,305 SF	1:200 SF	12				
TOTAL SPACES REQUIRED			58		0		
Regular and Handicap Spaces Required			55	3	0	0	Y*

**Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.*

ANALYSIS

A Tavern-Limited Establishment is described in Title 19.12 as:

> "An establishment that is licensed with a tavern-limited license in accordance with LVMC Chapter 6.50."

There are no Minimum Special Use Permit Requirements for this use. This Tavern-Limited Establishment use is permitted in the C-M (Commercial/Industrial) zoning district with an approved Special Use Permit. The proposed Tavern Limited Establishment use is located within in 18b The Las Vegas Arts District, which was recently added to the Permitted Uses listed for the 18B The Las Vegas Arts District under Bill #2013-25. The proposed Tavern-Limited Establishment use will feature an ancillary brewery operation. Per Bill #2013-14, the "Beer and Wine Room and Ancillary Brew Pub Licenses" authorizes the manufacture and sale of malt beverages at an establishment, provided that the owner or operator of the establishment has either a Tavern Alcoholic Beverage License [i.e Liquor Establishment (Tavern)] or a Tavern-Limited Alcoholic Beverage License. Because the applicant wants to brew and sell alcoholic beverages, the Tavern-Limited use in order to accommodate the Ancillary Brew Pub license requirements.

The subject site is located on Main Street and is located within the Downtown Centennial Plan area, which allows for deviation from the standard parking requirements. The typical parking requirement for such a proposed use would be approximately 58 parking spaces. The applicant is utilizing an existing building where no available off street parking spaces exist. There is space located at the rear of the building adjacent to the alley for service; however, this space is inadequate to meet the required parking dimensions. There is on street metered parking for the proposed use and the site is served by multiple nearby transit lines and surface parking lots that are within short walking distance.

FINDINGS (SUP-51810)

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 Tavern-Limited Establishment use is located within 18b The Las Vegas Arts District of the Downtown Centennial Plan, which was recently added to the Permitted Uses (with a requirement for a Special Use Permit). Included with the proposed use is an ancillary microbrewery operation. This proposal will contribute to the walkability and vibrant nightlife specifically encouraged within the Arts District with the proposed private outdoor patio located adjacent to Main Street.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site can physically accommodate the proposed Tavern-Limited Establishment use and is in close proximity other Taverns and Urban Lounges in the neighborhood. The proposed floor plan will occupy the northern half of the existing building with a proposed 4,084 square-foot suite, to include the common facilities such as the restrooms and storage area located at the rear of the building.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

Site access is provided from Main Street, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways, and a 20-foot wide rear alley. Main Street is sufficient in size to accommodate the needs of the proposed use. The parking standards of Title 19 are not automatically applied for proposals within the Downtown Centennial Plan; however, there adjacent on-street parking meters and nearby surface parking lots to satisfy the vehicular parking demand and multiple transit stops and sidewalk accommodations to encourage pedestrian access to the facility. Staff finds that a sufficient amount of available parking is located within a one-block radius of this proposal.

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 proposed Special Use Permit will not compromise the public health, safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. The use meets all of the applicable conditions per Title 19.12.

There are no applicable Minimum Special Use Permit Requirements listed in Title 19.12 for the Tavern-Limited Establishment use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 29

NOTICES MAILED 197 by the City Clerk

APPROVALS 2

PROTESTS 6

MH

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-51810

Case Number: PRJ-515597 APN: 162-03-110-106

Name of Property Owner: 1120 VEGAS LLC

Name of Applicant: KEVIN HOLDER - 1120 SUITE A

Name of Representative: GISELA LACAYO - DIG DESIGN GROUP

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Robert L. Reel

Subscribed and sworn before me

This 6 day of Nov, 2013

Sharri Carothers

Notary Public in and for said County and State

SHARRI CAROTHERS
Notary Public, State of Nevada
Appointment No. 02-74330-1
My Appt. Expires Apr 13, 2016

PRJ-51597
11/07/13

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit - Tavern Limited with Ancillary Brew Pub

Project Address (Location) 1120 S. Main Street Las Vegas NV 89104 Suite A

Project Name Hop Nuts Brewing **Proposed Use**

Assessor's Parcel #(s) 162-03-110-106 **Ward #** 3 - Bob Coffin

General Plan: existing C proposed **Zoning:** existing CM proposed

Commercial Square Footage +/- 6800 **Floor Area Ratio** +/- 3886 SQFT

Gross Acres .19 **Lots/Units** Lot 19 **Density**

Additional Information Hop Nuts Brewing will occupy approx. 3886 SQFT of building

PROPERTY OWNER 1120 VEGAS LLC **Contact** ROBERT L. REEL

Address 5300 W. SAHARA AVE # 202 **Phone:** 7024787000 **Fax:** 7024787007

City LAS VEGAS **State** NV **Zip** 89146

E-mail Address ROBERT@TRLVGROUP.COM

APPLICANT Kevin Holder **Contact** Hop Nuts Brewing

Address 1120 S. Main Street Suite A **Phone:** 7028582694 **Fax:**

City Las Vegas **State** NV **Zip** 89104

E-mail Address info@hopnutsbrewing.com

REPRESENTATIVE Gisela Lacayo **Contact** DIG Design Group

Address 817 S. Main Street **Phone:** 7023737368 **Fax:**

City Las Vegas **State** NV **Zip** 89104

E-mail Address GIsela@digdg.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robert Reel

Subscribed and sworn before me

This 6th day of NOV, 2013.

_____

Notary Public in and for said County and State

SHARRI CAROTHERS
Notary Public, State of Nevada
Appointment No. 02-74330-1
My Appt. Expires Apr 13, 2016

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-51810
Meeting Date:	12/10/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PR-51597
11/07/13

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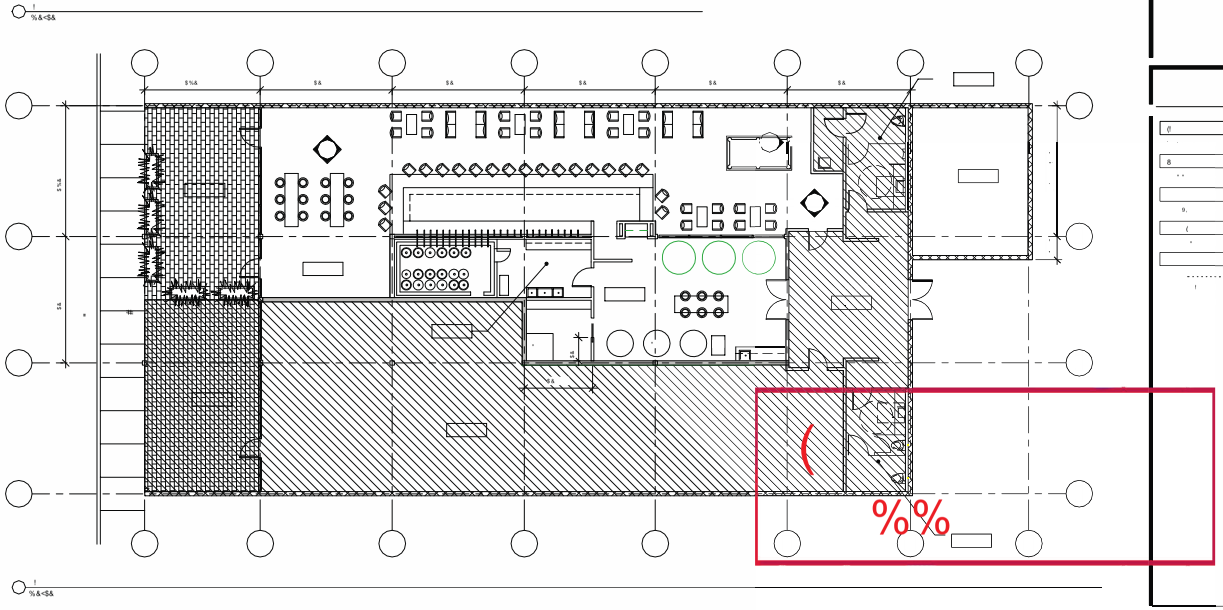

SUP-51810

SUP-51810 - APPLICANT: HOP NUTS BREWERY, LLC - OWNER: 1120 VEGAS, LLC
1120 SOUTH MAIN STREET

11/13/13

October 24, 2013

City of Las Vegas
Planning Department
333 N. Rancho Dr
Las Vegas, NV 89107

JUSTIFICATION LETTER

Please accept this letter on behalf of Kevin Holder (the applicant), owner of Hop Nuts LLC dba Hop Nuts BrewING, located on 1120 S. Main Street, Las Vegas, NV 89104. Mr. Holder respectfully requests a special use permit for a Tavern Limited ancillary brew pub license to serve alcoholic beverages in his business. The applicant will sell alcohol to consumers only for consumption on the premises and intends to abide by all other code requirements and rules.

Hop Nuts Brewing hopes to enlighten customers on the process and art form of brewing by hosting classes and forums. The venue will also have an outdoor front patio which will enhance the current hardscape of Main street. Operation will be open 24 hours with live music on a nightly basis.

The applicant is looking forward to being a member of the 18b Art District rehabilitation movement and has a concept that will only enhance and connect the existing neighborhood & community.

Please see the enclosed Site and floor plan exhibits as reference to the above.

Thank you,

Gisela Lacayo
D!G Deisign Group –Client Representative
817 S.Main Street
Las Vegas, NV 89101

PRJ-51597
10/30/13

SUP-51810
REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

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) 464-7499 Fax

SUBJECT: **SUP-51810 - APPLICANT: HOP NUTS BREWERY, LLC – OWNER: 1120 VEGAS, LLC**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***DECEMBER 10, 2013*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***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 ***DECEMBER 9, 2013.***

Signature

12/9/13
Date

GISELA LACAYO
Please Print Name

DAO GURDKSON DESIGN
Company Name

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

RECEIVED
DEC 09 2013
City of Las Vegas
Department of Planning

21

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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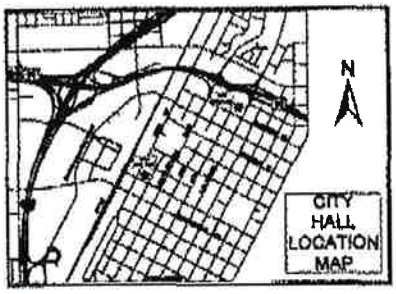

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above or fax this side of this card to (702) 464-7499. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-51810 [PRJ-51597]
Planning Commission Meeting of **12/10/2013**

Case: SUP-51810
16203110097
JOHN J
ARMSTRONG LESTER A & BINA D
1110 STRONG DR
LAS VEGAS NV 89102-2134

agenda item #21
protest

32 JRDFNMP 89102

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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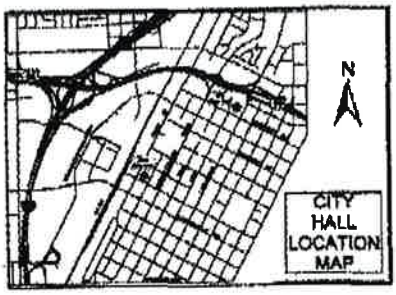

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SUP-51810 [PRJ-51597]
Planning Commission Meeting of **12/10/2013**

Case: SUP-51810
16203110130
ARMSTRONG LESTER A II & KAREN L
1110 STRONG DR
LAS VEGAS NV 89102-2134

agenda item #21
protest

32 JRDFNMP 89102

Public Comment Form

Item Subject SUP-51810 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HOP NUTS BREWERY, LLC - OWNER: 1120 VEGAS, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 4,084 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE AND ANCILLARY BREW PUB WITH A 500 SQUARE-FOOT OUTDOOR SEATING AREA at 1120 South Main Street (APN 162-03-110-106), C-M (Commercial/Industrial) Zone, Ward 3 (Coffin) [PRJ-51597]. Staff recommends APPROVAL.

Tracking Number	PC12102013-21-1
Name	1001 1st Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89101
Comment	I approve
Vote	For

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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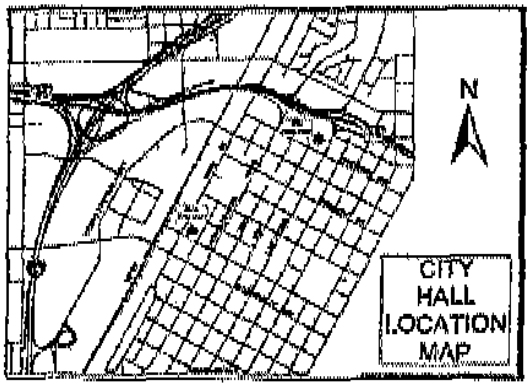

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-51810 [PRJ-51597]

Planning Commission Meeting of **12/10/2013**

Case: SUP-51810

16203110107
ZANTAN PROPERTIES L L C
8709 RED RIO DR #103
LAS VEGAS NV 89128-8433

AGENDA ITEM #21 SUPPORT

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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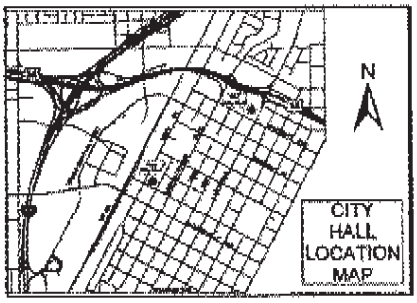

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-51810 [PRJ-51597]

Planning Commission Meeting of **12/10/2013**

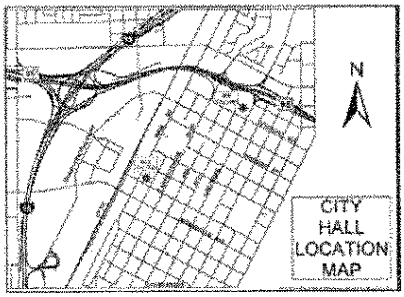
Case: SUP-51810
16203110068
B H M INVESTMENTS INC
400 S MARYLAND PKWY
LAS VEGAS NV 89101-7244

89101 JRDFPMP

AGENDA ITEM #21
PROTEST

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.

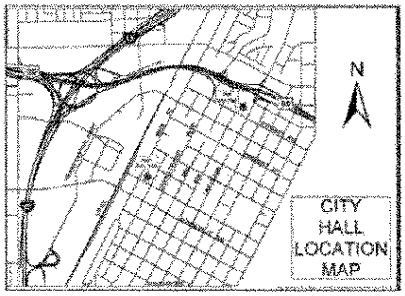
SUP-51810 [PRJ-51597]
Planning Commission Meeting of **12/10/2013**

Case: SUP-51810
16203210025
ALPHA TRUST
15303 VENTURE BLVD #1050
SHERMAN OAKS CA 91403-5862

AGENDA ITEM #21
PROTEST

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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SUP-51810 [PRJ-51597]

Planning Commission Meeting of **12/10/2013**

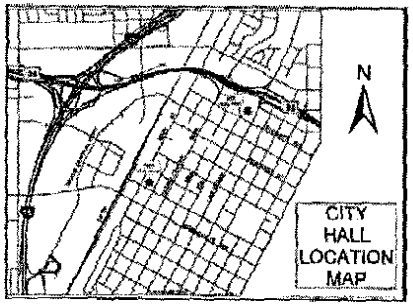
Case: SUP-51810

16203210024
AVGANIM YEHUDA
ALPHA TRUST
15303 VENTURA BLVD #1050
SHERMAN OAKS CA 91403-5862

AGENDA ITEM #21
PROTEST

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 at the address listed above or fax this side of this card to (702) 464-7499. 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-51810 [PRJ-51597]

Planning Commission Meeting of **12/10/2013**

Case: SUP-51810

16203110115
NASON WILLIAM F
5002 HAYSTACK
LAS VEGAS NV 89122-6825

13 JRDFNMP 89122

AGENDA ITEM #21
PROTEST

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

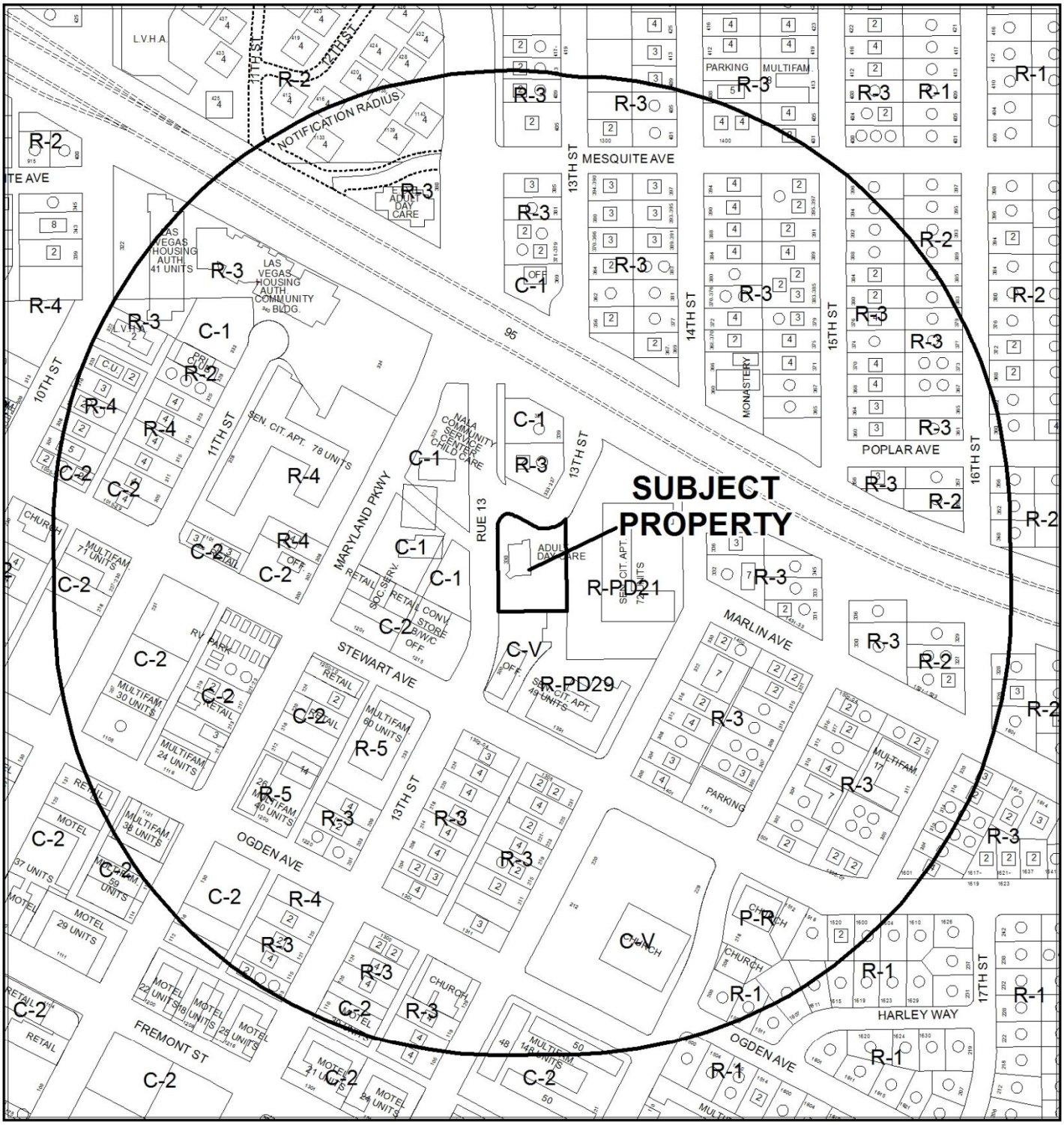
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-51779 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY - For possible action on a request for a Major Amendment to an approved Site Development Plan Review (Z-0024-83) FOR A PROPOSED 3,313 SQUARE-FOOT ADDITION TO AN EXISTING 4,161 SQUARE-FOOT INDIVIDUAL CARE FACILITY (ADULT DAY CARE) on 0.71 acres at 330 North 13th Street (APN 139-35-212-122), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**17**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Back up referenced from the December 10, 2013 Planning Commission meeting



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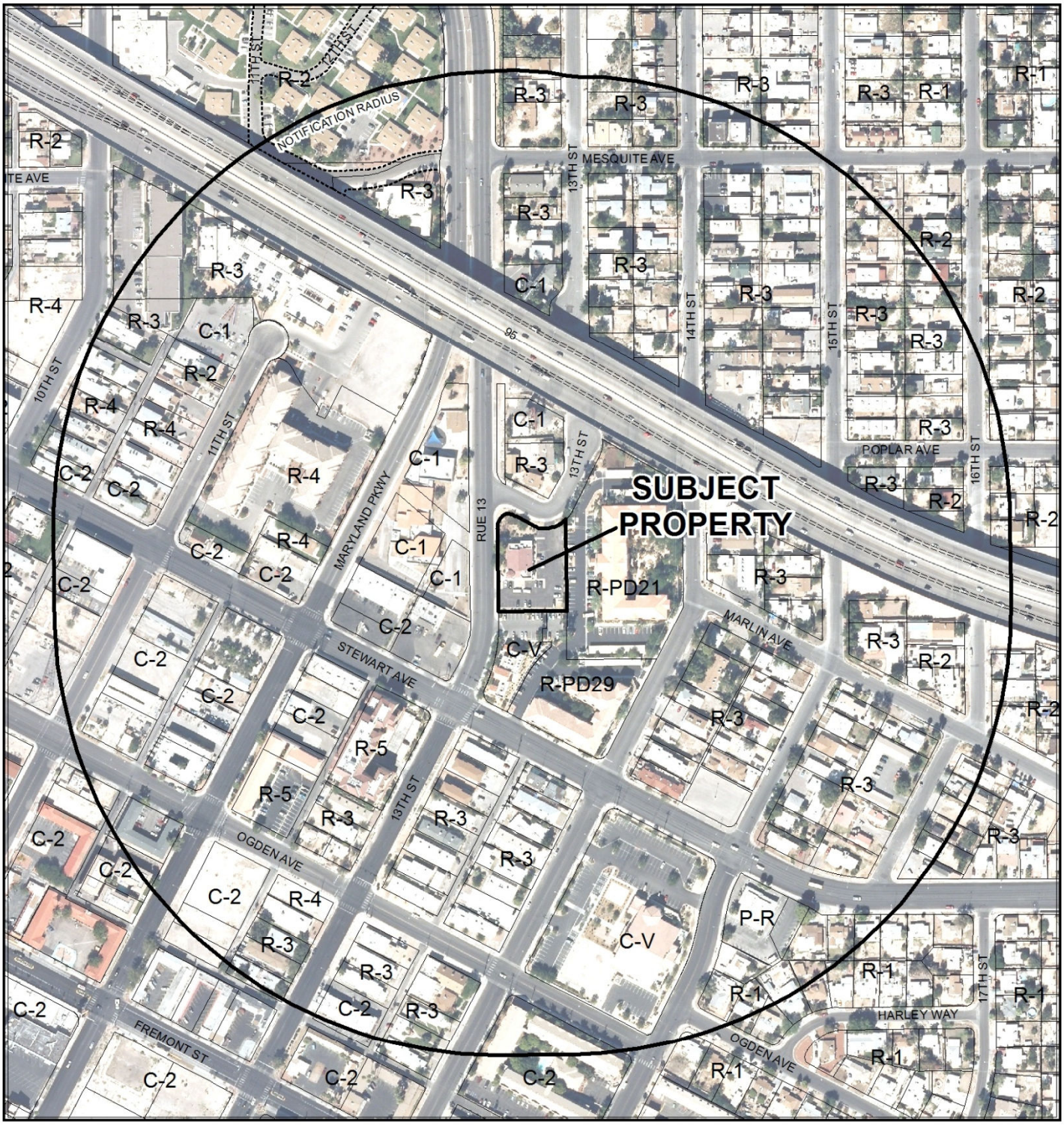
CASE: **SDR-51779**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



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CASE: **SDR-51779**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY

** STAFF RECOMMENDATION **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-51779	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SDR-51779 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 10/24/13, except as amended by conditions herein.

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. 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.

6. An Exception from Title 19.08.040(F) is hereby approved, to allow 10 five-gallon shrubs within the northeast perimeter landscape buffer where six 24-inch box shade trees are required.

7. 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.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. In accordance with code requirements of Title 13.56, remove all substandard improvements (sidewalk), if any, and replace with new improvements meeting Current City Standards concurrent with development of this site. The sidewalk ramp at the southeast corner of North Rue 13 and 13th Street shall meet Current City Standards.

10. Submit an Encroachment Agreement for landscaping and private improvements, if any, in the North Rue 13 and 13th Street public rights-of-way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right- of way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

11. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant proposes to expand the existing 4,161 square-foot Individual Care Facility (Adult Daycare) with 3,313 square feet of additional floor space located at the north end of the building. The existing facility will be modified to include a new reception area and to accommodate a remodeled floor plan to provide more offices and remodeled restrooms. There will also be additional outdoor recreation areas. A Major Amendment to an approved Site Development Plan Review (Z-0024-83) is required for the proposed expansion, as the proposal exceeds 50% of the original floor area. Staff recommends approval of this request, as the proposed addition will provide the needed floor space for effective therapy and amenities for the individuals cared for while providing a design solution that remains sensitive to the neighboring social services and multi-family residences. If denied, the proposed expansion will not be allowed at this location.

ISSUES

- A Major Amendment to the original plot plan review is required, as the proposed expansion is greater than 50% of the original floor plan area entitled under Z-0024-83.
- The building footprint remains within the required setbacks and there is no increase in the required parking, as the expansion is for addition recreational, office, and service space for the current occupants.
- An Exception to the landscape requirements listed in Title 19.08.040 accompanies this request, as the substitution of 24-inch box trees with five-gallon shrubs at the northwest corner of the site will avoid restricting the necessary site visibility zone at the intersection of North Rue 13th Street and 13th Street.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/04/83	The City Council approved a request to Rezone (Z-0024-83) property generally located on the north side of Stewart Avenue, between North Rue 13th Street and 14th Street from R-2 (Two Family Residence) zone to C-1 (Limited Commercial) zone.
11/08/84	The City Council approved an Extension of Time for an approved Rezoning (Z-0024-83) on property generally located on the north side of Stewart Avenue, between North Rue 13th Street and 14th Street from R-2 (Two Family Residence) zone to C-1 (Limited Commercial) zone.

11/10/86	The City Council approved an Extension of Time for an approved Rezoning (Z-0024-83) on property generally located on the north side of Stewart Avenue, between North Rue 13th Street and 14th Street from R-2 (Two Family Residence) zone to C-1 (Limited Commercial) zone.
01/09/86	The Planning Commission approved a Plot Plan Review (Z-0024-83) to allow the construction of a Multipurpose senior center project on property generally located south of Stewart Avenue, between Rue 13 and 14th Street.
12/10/13	The Planning Commission voted (7-0) to recommend APPROVAL of SDR-51779. (PC Agenda Item 22/mh)

Most Recent Change of Ownership	
07/13/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/15/09	A building permit (#139701) was issued for a tenant improvement for a Senior Center. A Certificate of Occupancy was issued 06/05/09.

Pre-Application Meeting	
10/23/13	A pre-application meeting was held with the applicant's representative to discuss the development requirements for a proposed expansion to an existing Individual Care Center (Adult Daycare Facility). It was determined that a major amendment to the previously approved plot plan review would be required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
10/31/13	During a routine field check staff found an active Individual Care Center - (Adult Day Care) that was well maintained with matured landscaping.

Details of Application Request	
Site Area	
Net Acres	0.7

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Individual Care Center (Adult Daycare Facility)	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Multi-Family Residential	MXU (Mixed Use)	R-3 (Medium Density Residential)
South	Senior Citizen Apartments	MXU (Mixed Use)	R-PD21 (Residential Planned Development – 21 Units per Acre)
	Office, Other Than Listed		C-V (Civic)
East	Multi-Family Residential	MXU (Mixed Use)	R-PD21 (Residential Planned Development – 21 Units per Acre)
West	Social Service Provider	MXU (Mixed Use)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.070, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	160 Feet	Y
Min. Setbacks			
• Front	10 Feet	10 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	10 Feet	10 Feet	Y
• Rear	20 Feet	70 Feet	Y
Max. Lot Coverage	50 %	24 %	Y

Standard	*Required/Allowed*	*Provided*	*Compliance*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened (Existing)	Y
Mech. Equipment	Screened	Screened (Existing)	Y

Pursuant to Title 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	3 Trees	0 Trees	N
• West	1 Tree / 20 Linear Feet	3 Trees	0Trees	N
TOTAL PERIMETER TREES		**6 Trees**	**0 Trees**	**N***
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	10 Feet		10 Feet	Y
• West	10 Feet		10 Feet	Y

**An Exception to Title 19.08.040(F) has been requested to allow the substitution of 10 five-gallon Texas Ranger shrubs in exchange for the six required 24-inch box shade trees within the affected portion of the northwest landscape perimeter.*

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	
Individual Care Facility-	22 staff members	1 space per staff member	22				
Individual Care Facility	123 individuals cared for	1 space per 10 individuals	13				
TOTAL SPACES REQUIRED			35		46		
Regular and Handicap Spaces Required			33	2	44	2	Y

MH

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One 24-inch box shade tree planted every 20 feet within a portion of the northeast landscape buffer.	To allow 10 five-gallon shrubs within a portion of the northeast landscape buffer.	Approval

ANALYSIS

The applicant proposes to expand the existing 4,161 square-foot Individual Care Center (Adult Daycare Facility) by 3,313 square feet for additional floor space. The addition will provide floor area for the expansion of service areas (laundry and storage), offices, and restrooms. There will also be additional outdoor recreation areas. This application will require a Major Amendment to the approved Plot Plan Review (Z-0024-83), as it will amend the original rezoning and plot plan approval by more than 50%. Despite the increased floor area, the existing parking lot will continue to provide adequate parking space since there are no proposed changes to the current staffing levels or individuals cared for.

The submitted site plan shows the addition located within the northern landscape area; the building meets the 10-foot front, corner side, and side yard setbacks. The rear yard setback remains unchanged and no increase to the building height is proposed. The existing landscape buffer to the north conforms to the required landscape buffer widths and there are no required Waivers to the Title 19 zoning code. Although no Waivers have been requests, there is requested Exception to Title 19.08.040(F) to allow 10 five-gallon shrubs in exchange for the six required 24-inch box shade trees within the existing landscape buffer located at the northeast corner of the site. Staff supports the requested Exception, as the provision of the required trees at this specific location will hinder the site visibility zone at the intersection of North Rue 13th Street and 13th Street.

Staff recommends approval of the requested Major Amendment to the approved Plot Plan Review (Z-0042-83), as the development remains consistent with the existing building in appearance, scale, and height and will allow for the needed resources for the current Individual Care Center (Adult Day Care Facility) use that serves the immediate area.

FINDINGS (SDR-51779)

In order to approve a Site Development Plan Review 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 expansion is consistent with the existing Individual Care Facility (Adult Day Care) and will remain compatible with the neighboring community service and multi-family residential land uses. The applicant seeks to expand the existing 4,161 square-foot Individual Care Facility (Adult Day Care) into the available undeveloped space to the north of the facility currently occupied with landscaping. Staff finds that the expansion of the existing facility is harmonious and compatible with the surrounding land uses.

2. The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;

The proposed 3,313 square-foot expansion will create more additional floor area for physical therapy for the current occupants. Although the gross floor area of the facility will increase, there is no increase to the required parking, as the current staffing levels and number of individuals cared for will not change. This request does require an exception to allow 10 five-gallon shrubs within the northeast corner of the existing landscape buffer where six 24-inch shade trees are typically required by code. Staff supports this exception, as the location of the landscape perimeter to a non-standard shaped street intersection would create a potential site visibility issue if landscaped with trees.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

The subject site is accessed primarily from North Rue 13th Street, a 65-foot wide one-way local road with secondary egress provided from 13th Street. The existing roadways provide adequate service for the proposed expansion; however, due to the unique shape of the intersection of North Rue 13th Street and 13th Street an exception to allow five-gallon shrubs in place of the required 24-inch box shade trees is recommended in order to provide an adequate site visibility zone for westbound traffic entering onto North Rue 13th Street.

4. Building and landscape materials are appropriate for the area and for the City;

The requested Site Development Plan Review will provide the required perimeter landscape buffer and utilize existing landscaping where possible; however, and exception accompanies this request to allow 10 five-gallon Texas Ranger shrubs within the northeast landscape buffer adjacent to North Rue 13th Street in exchange for the required six 24-inch box shade trees. Staff supports the requested exception, as the unique shape of the intersection of 13th Street and North Rue 13th Street will create a site visibility hazard to westbound traffic entering onto North Rue 13th Street with the placement of the required trees. The subject site will retain the existing mature landscaping remaining throughout the sight and the proposed building materials have been specified to match in color and finish with the existing structure.

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 elevations are in scale with the existing building and are specified to match the color and finish of the existing building materials. The proposed elevations show mullioned windows with a stucco surface band to provide uniformity to the entire building. Staff finds that the proposed expansion to be harmonious and compatible with the existing facility and the surrounding community service buildings and multi-family residences.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The applicant is required to obtain all necessary building permits and inspections for the proposed addition as required by the Department of Building and Safety to ensure the public health, safety and general welfare are secured.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 199 by the City Clerk

APPROVALS 17

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-51779** APN: 139-35-212-122

Name of Property Owner: LCCCF

Name of Applicant: NV ADULT HEALTHCARE ADDICTION

Name of Representative: OTTO MERIDA

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: OTTO MERIDA

Subscribed and sworn before me

This 23 day of October, 2013

_____

Notary Public in and for said County and State

MARCOS MATA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-08-17
Certificate No: 13-10381-1

RECEIVED
OCT 24 2013

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPEMENT PLAN REVIEW

Project Address (Location) 330 NORTH 13TH STREET

Project Name NV ADULT DAY HEALTHCARE ADDITION **Proposed Use** HEALTHCARE

Assessor's Parcel #(s) 139-35-212-122 **Ward #** 5

General Plan: existing SE proposed SE **Zoning:** existing C-1 proposed C-1

Commercial Square Footage +/-7,478 **Floor Area Ratio** 24.5%

Gross Acres .70 **Lots/Units** 1 **Density**

Additional Information

PROPERTY OWNER SOUTHERN NV HOUSING AUT **Contact**

Address 340 N. 11TH STREET, UNIT 170 **Phone:** **Fax:**

City LAS VEGAS **State** Nevada **Zip** 89101

E-mail Address

APPLICANT NV ADULT DAYHEATCARE CENTERS **Contact** CHRISTOPHER VITO

Address 2008 SOUTH JONES BLVD. **Phone:** 7023194600 **Fax:** 7023194604

City LAS VEGAS **State** NEVADA **Zip** 89123

E-mail Address CVITO@REHABNV.COM

REPRESENTATIVE GGW ARCHITECTS **Contact** MARK LABAJ

Address 4945 WEST PATRICK LANE **Phone:** 7025341826 **Fax:** 7025341818

City LAS VEGAS **State** NEVADA **Zip** 89118

E-mail Address MML@GGWARCHITECTS.COM

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name OTTO MERIDA

Subscribed and sworn before me

This 23 day of October, 20 13.

_____

Notary Public in and for said ~~County and State~~

MARCOS MATA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-08-17
Certificate No: 13-10381-1

FOR DEPARTMENT USE ONLY

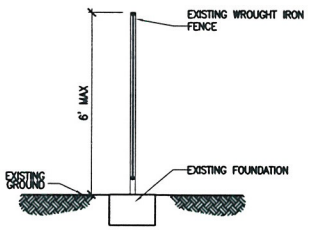
Case #	SDR-51729
Meeting Date:	12/10/13
Total Fee:	$1030.00
Date Received:*	10/24/13
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

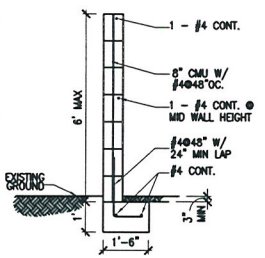
F:\depot\Application Packet\Application Form.pdf

RECEIVED
OCT 24 2013

Revised 10/27/08



EXISTING WALL SCALE: 1/2" = 1'-0" (12)



NEW WALL SCALE: 1/2" = 1'-0" (12)

KEYNOTES:

2205	PROPERTY LINE
2206	CONCRETE SIDEWALK, TYP. 4" w/ BROOM FINISH
2207	EXISTING CONCRETE SIDEWALK, TYP.
2208	NEW 9'X18' HDCP. PARKING STALL(S), TYP. (U.N.O.)
2209	ACCESS AISLE MAX. SLOPE 1:40 IN ANY DIRECTION 3" WIDE WHITE PAINT STRIPING @ 24" O.C.
2210	EXISTING 9'X18' PARKING STALL(S), TYP.
2211	EXISTING AC PAVING
2212	SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT @ EA. ACCESSIBLE STALL
2213	EXISTING COVERED PATIO
2214	NEW FENCED OUTDOOR GARDEN/SMOKING AREA
2215	NEW FENCED OUTDOOR PLAY AREA
2216	EXISTING LANDSCAPING, TYP.
2217	EXISTING SIGNAGE
2218	EXISTING TRASH ENCLOSURE
2219	EXISTING TREE, TYP.
2220	EXISTING SHRUB, TYP.
2221	NEW LANDSCAPE IMPROVEMENT AREA

PROJECT DATA:

PARCEL DATA:

APN #: 139-35-212-122
MUNICIPALITY: CITY OF LAS VEGAS
NET/GROSS AREA: 30,492 SF / 30,492 SF
NET/GROSS AREA: .70 ACRES / .70 ACRES

ZONING DATA:

CURRENT ZONING: C-1
PROPOSED ZONING: C-1
MASTER PLAN ZONING: LIMITED COMMERCIAL
ZONE CHANGED REQUIRED: YES [ ] NO [X]
SPECIAL USE PERMITS REQUIRED: YES [ ] NO [X]
WAIVERS/VARIANCES REQUIRED: YES [ ] NO [X]
SITE DEVELOPMENT PLAN REVIEW: YES [X] NO [ ]

BUILDING SETBACKS:

FRONT: 10'
INTERIOR SIDE: 10'
CORNER SIDE: 10'
REAR: 20'
REQUIRED EXTERIOR WALL FIRE SEPARATION DISTANCE FROM PROPERTY LINE PER IBC 2009 TABLE 602: 10'

BUILDING AREA:

EXISTING FACILITY: ±4,222 SF
BUILDING ADDITION: 3,014 SF
TOTAL: ±7,236 SF

FLOOR AREA RATIO:

EXISTING FACILITY: 13.8%
WITH ADDITION: 23.7%

PARKING CALCULATIONS:

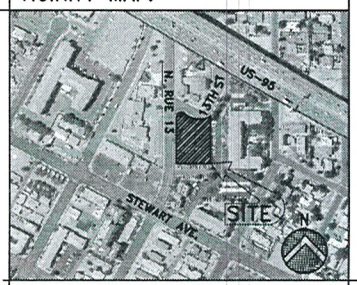
STAFF PARKING:
REQUIRED (1 PER STAFF MEMBER): 22
PROVIDED: 30
VISITOR PARKING:
REQUIRED (1 PER 10 INDIVIDUALS CARED FOR): (123/10=12.3) 13
PROVIDED: 16
REQUIRED HANDICAP SPACES: 2
PROVIDED: 2
TOTAL PROVIDED INCLUDING HANDICAP ACCESSIBLE 46

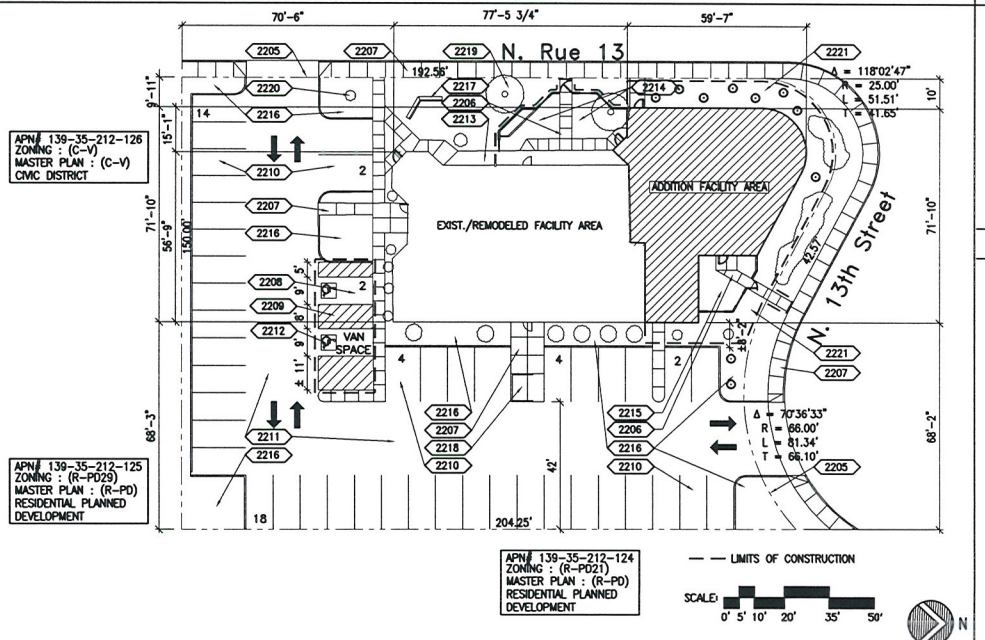
LANDSCAPE SCHEDULE:

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY (APPROX)
⊙	TEXAS RANGER	LEUCOPHYLLUM SPP.	5 GAL.	10
▭	EXISTING - PLANTS/SHRUBS	EXISTING - PLANTS/SHRUBS	EXIST.	22
⊙	EXISTING - MONDELL PINE	EXISTING - PINUS ELDARICA	EXIST.	2

NOTES:
1. ALL LANDSCAPE SHALL BE INSTALLED AND MAINTAINED PER LAS VEGAS CITY TITLE 19.
2. CONTRACTOR SHALL REMOVE ALL ROCKS, WEEDS, DEBRIS & ALL EXTRANEOUS MATERIAL FROM JOB SITE PRIOR TO PROCEEDING WITH ANY LANDSCAPE WORK AND DISPOSE OF IN A SUITABLE AND LAWFUL MANNER.
3. ANY REQUIRED PLANT MATERIAL THAT DOES NOT SURVIVE, OR SUSTAINS SEVERE DAMAGE, SHALL BE REPLACED WITHIN 90 DAYS.
4. ALL PLANTING AREAS TO BE PROPERLY PREPARED AND FERTILIZED TO SUSTAIN LIFE AND GROWTH FOR SIX (6) MONTHS AFTER INSTALLATION.
5. SUPPLY AND INSTALL ALL PIPING, FITTINGS, VALVES, HEADS, TIMER, WIRING, ETC. NECESSARY TO PROVIDE A PROPER AUTOMATIC IRRIGATION SYSTEM TO ALL PLANTING AREAS ADEQUATE TO ALLOW VIGOROUS PLANT LIFE, HEALTH, AND GROWTH.
6. MULCH BACKFILL TO BE: DECOMPOSED GRANITE

VICINITY MAP:





SITE/LANSCAPE PLAN 1" = 20'-0" (5)

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SDR-51779

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architecture/engineering/site planning/interior design
GARY GUY WILSON AIA ARCHITECTS, PC
4945 West Patrick Lane Las Vegas, Nevada 89118 (702)876-0668 professional corp / certified n.c.a.r.b.

CONSULTANTS:
CIVIL: CIVILWORKS ELEC: BY CONTRACTOR
STRUCTL: L.R. NELSON MECH: BY CONTRACTOR

NEVADA ADULT DAY HEALTHCARE CENTER ADDITION
@330 N 13TH STREET
FOR: LATIN CHAMBER FOUNDATION
CITY OF LAS VEGAS

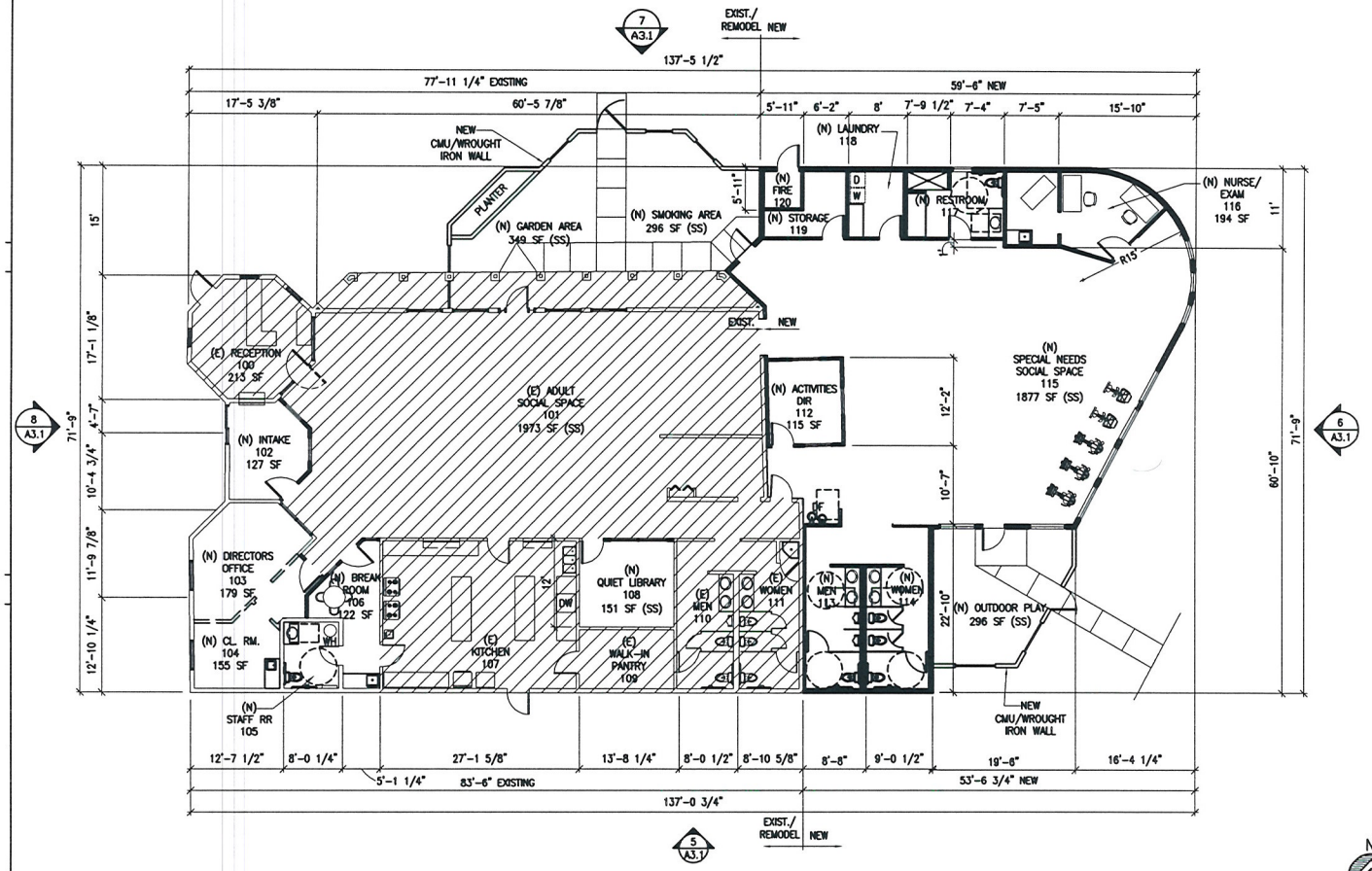
PROJ.NO.	14921316.00
PRIN.ARCH.	G.G.WILSON,AIA
PROJ.ARCH.	MVM
JOB CAPT.	MML
TECH'N	JJC
ARCH.CHK.	GGW
PH-2/3	030CT13
PH-4	-
PH-5	-

REVISIONS

PRINTS REQUIRE ARCHITECT'S SEAL & SIGN FOR PROOF OF VALIDITY

SITE/LANDSCAPE PLAN

SHT.NO: A1.1



FLOOR PLAN 1/8" = 1'-0" (5)

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO BE FIELD VERIFIED.
2. ALL NEW WALLS TO BE TEXTURED TO MATCH EXISTING AND PAINTED THROUGH OUT. UNLESS NOTED OTHERWISE.
3. PROTECT EXISTING FINISH. REPAIR DAMAGED WALLS.

(E) EXISTING

(N) NEW

WALL LEGEND:

===== INDICATES EXISTING WALL TO BE DEMOED

INDICATES EXISTING WALL

INDICATES NEW PARTITION WALL

UTILIZATION:

W/C:
W/C/U: 1 PER 10 PERSONS
EXISTING: 6 = 60
NEW: 8 = 80
140

SOCIAL SPACE: (SS) ON PLAN
NET EXISTING SOCIAL SPACE =1,973 S.F.
NET NEW SOCIAL SPACE =2,969 S.F.
TOTAL =4,942 S.F./40=123

GROSS BUILDING AREA:
EXISTING =4,222 S.F.
NEW =3,014 S.F.
TOTAL =7,236 S.F.

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CONSULTANTS:
CIVIL: CIVILWORKS
STRUCTL-L.R. NELSON
ELEC: BY CONTRACTOR
MECH: BY CONTRACTOR

NEVADA ADULT DAY HEALTHCARE CENTER ADDITION

330 N 13TH STREET
FOR: LATIN CHAMBER FOUNDATION
CITY OF LAS VEGAS

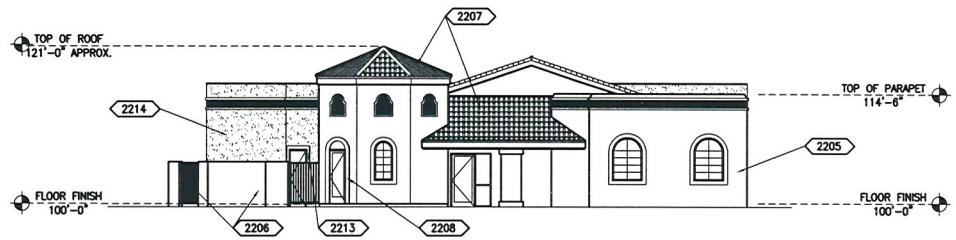
PROJ.NO.	14921316.00
PRIN.ARCH.	G.G.WILSON,AIA
PROJ.ARCH.	MVM
JOB CAPT.	MML
TECH'N	JJC
ARCH.CHK.	GGW
PH-2/3	030CT13
PH-4	-
PH-5	-

REVISIONS

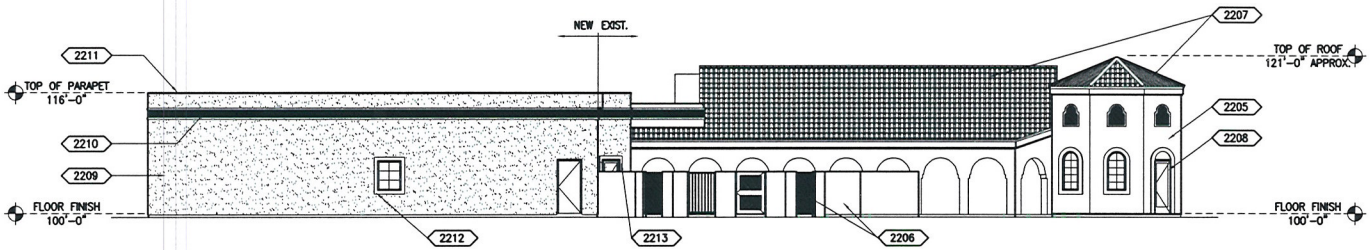
PRINTS REQUIRE ARCHITECT'S SEAL & SIGN FOR PROOF OF VALIDITY

FLOOR PLAN

SHT NO: A2.1

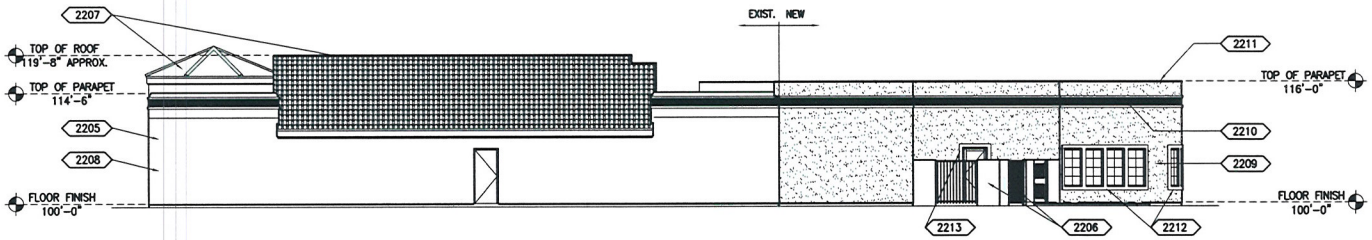


SOUTH ELEVATION 1/8" = 1'-0" (8)



WEST ELEVATION 1/8" = 1'-0" (7)

NORTH ELEVATION 1/8" = 1'-0" (6)



EAST ELEVATION 1/8" = 1'-0" (5)

KEYNOTES:

- 2205 EXISTING STUCCO TO REMAIN, PATCH AND PAINT
- 2206 NEW 6' DECORATIVE CMU AND WROUGHT IRON FENCE
- 2207 PATCH/REPAIR EXISTING ROOF TILES
- 2208 REMOVE EX. WINDOW & REPLACE WITH NEW ENTRANCE DOOR
- 2209 7/8" THK. EXTERIOR CEMENT PLASTER, TEXTURE/COLOR TO TO MATCH EXISTING.
- 2210 RAKED EXTERIOR CEMENT PLASTER, PAINT, MATCH EXISTG.
- 2211 METAL CAP FLASHING, PAINTED, MATCH EXISTING
- 2212 NEW WINDOW WITH 5" STUCCO BUILD OUT, MATCH EXISTG.
- 2213 NEW DOOR WITH 5" STUCCO BUILD OUT, MATCH EXISTG.
- 2214 NEW ADDITION BEYOND

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professional corp / certified n.c.a.r.b.

CONSULTANTS:
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ELEC: BY CONTRACTOR
MECH: BY CONTRACTOR

NEVADA ADULT DAY HEALTHCARE CENTER ADDITION

@330 N 13TH STREET
FOR: LATIN CHAMBER FOUNDATION
CITY OF LAS VEGAS

PROJ.NO.	14921316.00
PRIN.ARCH.	G.G.WILSON,AIA
PROJ.ARCH.	MVM
JOB CAPT.	MML
TECH'N	JJC
ARCH.CHK.	GGW
PH-2/3	030CT13
PH-4	-
PH-5	-

REVISIONS

PRINTS REQUIRE ARCHITECT'S SEAL & SIGN FOR PROOF OF VALIDITY

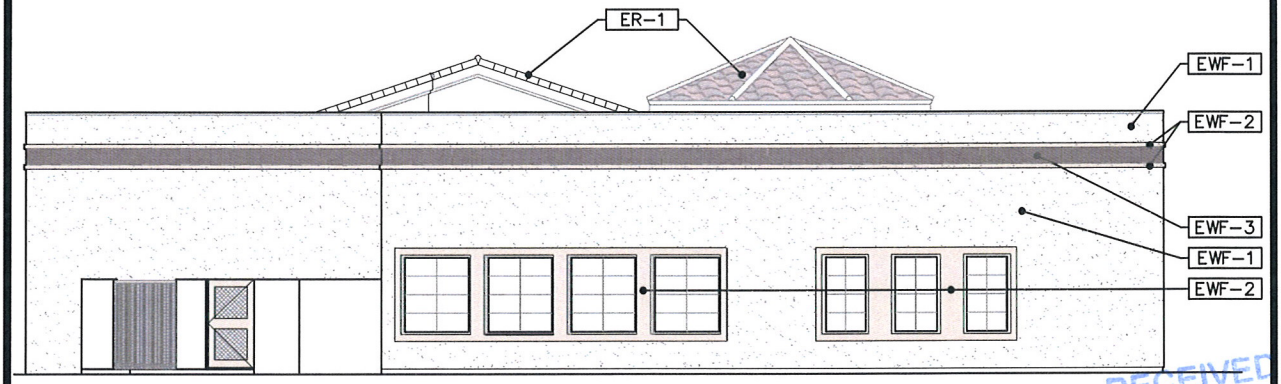
EXTERIOR ELEVATIONS

SHT. NO. A3.1

SDR-51779

	EWF-1	STUCCO PLASTER "FINE SAND FLOAT", PAINTED COLOR: CLW1047W "DEER FEATHER" BY FRAZEE.
	EWF-2	STUCCO PLASTER "FINE SAND FLOAT", PAINTED COLOR: CLW1034W "POWDER FACE" BY FRAZEE.
	EWF-3	STUCCO PLASTER "FINE SAND FLOAT", PAINTED COLOR: CL2717N "TURPENTINE" BY FRAZEE.
	ER-1	EXISTING CONCRETE TILE ROOF TO REMAIN

COLOR & MATERIALS LEGEND (TO MATCH EXISTING)



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NORTH ELEVATION

COLOR TYPICAL ALL SIDES

SDR-51779

architecture/engineering/site **GARY GUY WILSON** 4945 WEST PATRICK LANE Las Vegas, Nevada 89118	AIA	planning/interior design **ARCHITECTS,PC** (702)534-7888 professional corp / certified n.c.a.r.b.	14921316.00 PROJ. NUMBER ARCH.: MVM	1
NEVADA ADULT DAY HEALTHCARE	FOR: LATIN CHAMBER FOUNDATION		JC: MML	SHEET NO:
PROJECT TITLE CENTER ADDITION	LOCATION: 330 N 13TH STREET		CT: JJC	

V:\2013 Projects\14941316.00 - NEVADA ADULT CARE @ 330 13th Street\Phase 3 - Building Schematics\Drawing\ARCH\color BOARD r.DWG, 10/24/2013 10:03:5

SDR 51779
Nevada Adult Day Healthcare Centers

330 N. 13th Street

Proposed 3.313 thousand square foot expansion of an existing adult day care facility.

Traffic produced by existing development:

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	RECREATIONAL COMM CTR [1000SF]	4.161	22.88	95
AM Peak Hour			1.62	7
PM Peak Hour			1.45	6

Traffic produced by proposed development:

Proposed Expansion	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	RECREATIONAL COMM CTR [1000SF]	3.313	22.88	76
AM Peak Hour			1.62	5
PM Peak Hour			1.45	5

Traffic produced by final development:

Final Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	RECREATIONAL COMM CTR [1000SF]	7.474	22.88	171
AM Peak Hour			1.62	12
PM Peak Hour			1.45	11

Existing traffic on all nearby streets:

13th Street	
Average Daily Traffic (ADT)	9,725
PM Peak Hour (heaviest 60 minutes)	778

Maryland Parkway	
Average Daily Traffic (ADT)	3,363
PM Peak Hour (heaviest 60 minutes)	269

Stewart Avenue	
Average Daily Traffic (ADT)	5,863
PM Peak Hour (heaviest 60 minutes)	469

Adjacent Street	ADT Capacity
13th Street	31,080
Maryland Parkway	31,080
Stewart Avenue	34,500

This project is expected to add about 76 trips per day on 13th St., Maryland Pkwy. & Stewart Ave. Currently, 13th is at about 31 percent of capacity, Maryland is at about 11 percent of capacity and Stewart is at about 17 percent of capacity. With this project, 13th is expected to be at about 32% of capacity, Maryland to remain at about 11% of capacity, and Stewart to remain at about 17 % of capacity.

Based on Peak Hour use, this project will add about 5 trips in the peak hour, or about one every twelve minutes.

Note that this report assumes all traffic from this development uses all named streets.

330
Nevada Adult Day
Healthcare Centers
the Arturo Cambeiro Senior Center
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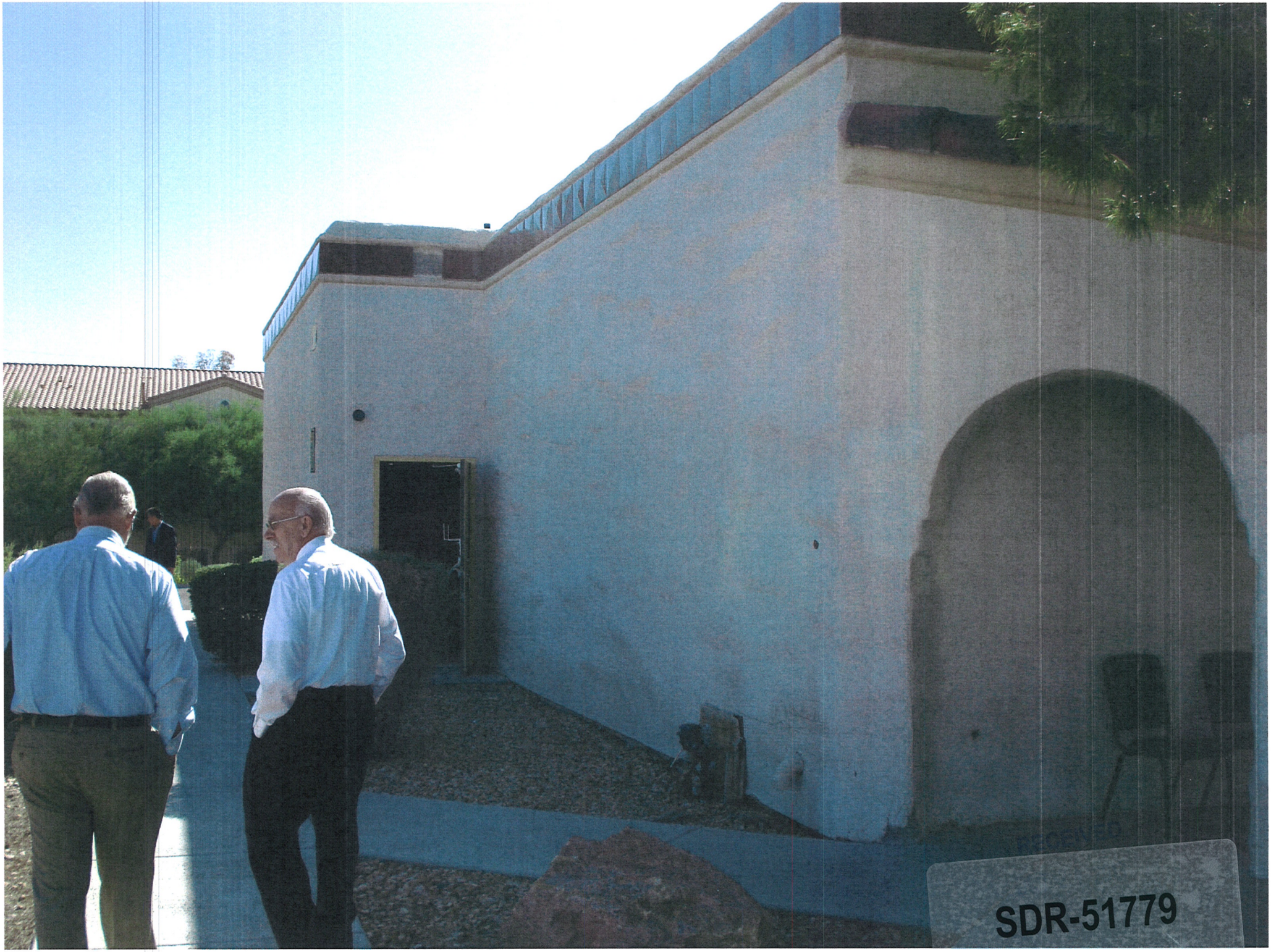
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SDR-51779 - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTER - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY
330 NORTH 13TH STREET

07/01/13

SDR-51779 - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTER - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY
330 NORTH 13TH STREET

07/01/13

SDR-51779 - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTER - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY
330 NORTH 13TH STREET

07/01/13

MEMO 01: JUSTIFICATION LETTER

Project Name: Nevada Adult Day Care Addition	Date: 02OCT13		Project #: 14921316.00
Location: 330 North 13th Street	Page: 1 of 2		Architect Phase: 03

Type: ☐ Conference ☐ Teleconference ☐ Research Report ■ Other:

APN # 139-35-212-122

Request: The request is for a Site Development Plan Review to allow a new addition and site & building renovations to an existing Day Healthcare Center

Project Name: Nevada Adult Day Healthcare Center Addition @ 330 North 13th Street.

Project Description: The subject property, APN 139-35-212-122 is approximately 0.71 acres and is located just north of the Latin Chamber of Commerce. The existing building was constructed in 1986 and is owned by the Southern Nevada Housing Authority.

The project will include an addition of approximately 3,313 square feet to an existing 4,161 square foot Healthcare facility. The addition will include a special needs annex for younger people, nurses exam area, laundry, storage, directors office and restrooms. The addition will also include outdoor areas for play, gardening and smoking. The existing facility will be modified slightly to include a new reception area, offices, break area, restroom and quiet/library area.

The new addition will be constructed of 2x metal stud framing with an exterior painted stucco finish matching the existing and consistent with the surrounding neighborhood. The new addition as well as the existing structure will also be provided with a new fire sprinkler system per current codes. The existing structure will also receive patching & repair of stucco, trim & roofing tiles and will receive new paint throughout.

NADHC at 330 N. 13th Street will have the hours of 6:00am to 6:00pm to assist working families continue their employment while having their loved ones at NADHC. This will create about 25 direct jobs and about 75 indirect jobs in the community. The employees may drive or share ride, which will require parking spaces. However, the Clients will be transported via Paratransit Services to the facility. The State of Nevada Bureau of Healthcare Quality and Compliance will license the adult day care. The facility will also be approved by State of Nevada Medicaid.

Distribution:	Fax:	eMail:	Signed by:
_____	_____	_____ ___	_____
_____	_____	_____ ___	Name: Mark V. Martino
_____	_____	_____ ___	Title: Project Architect
_____	_____	_____ ___	Last printed: 23-Oct-13 2:45 PM
☐ Mail	☐ Please reply		Reviewed By: _____
■ **Deliver**	■ No Reply Necessary Unless Exception Taken		■ Project Files ☐ H.R.M. Files
☐ Fax	☐ Email		☐ Account Files ☐ Other:

V:\2013 Projects\14941316.00 - NEVADA ADULT CARE @ 330 13th Street\04 - Memos\MEMO 01_JUSTIFICATION LETTER 1.doc

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GARY GUY WILSON
4945 West Patrick Lane
professional corporation · certified n.c.a.r.b.

planning/interiors
STUDIOS...
Las Vegas, NV 89118-2858
702.534.7888 · info@ggwarchitects.com

MEMO 01: JUSTIFICATION LETTER

Project Name: Nevada Adult Day Care Addition	Date: 02OCT13		Project #: 14921316.00
Location: 330 North 13th Street	Page: 2 of 2		Architect Phase: 03

Type: ☐ Conference ☐ Teleconference ☐ Research Report ■ Other:

Sustainability;	Yes	No
Will this project participate in the City of Las Vegas Green Building Program?		X
Will this project be constructed to LEED or other equivalent standards?		X
Will this project utilize alternative energy sources or water savings measures?		X
Is there connectivity to adjacent parcels? – (Connectivity by Public Sidewalks)	X	
Will the proposed project qualify as a walkable community (for residential & mixed use)?		X
Is the project using any means of sustainable construction?		X
Will the project provide any bicycle parking?		X
Will the project provide any electric vehicle charging stations?		X

The project at this time is not requesting any zone change, special uses or variances and is compatible with adjacent developments. The proposed addition is also consistent with the General plan, City standards and Title 19.

We look forward to presenting you with a valuable and aesthetically pleasing facility in the City of Las Vegas that will compliment and provide additional neighborhood Health Care.

Distribution:	Fax:	eMail:	
_____	_____	_____	___
_____	_____	_____	___
_____	_____	_____	___
_____	_____	_____	___
☐ Mail	☐ Please reply		
■ **Deliver**	■ No Reply Necessary Unless Exception Taken		
☐ Fax	☐ Email		

Signed by: _____

Name: Mark V. Martino

Title: Project Architect

Last printed: 23-Oct-13 2:45 PM

Reviewed By: _____

■ Project Files ☐ H.R.M. Files

☐ Account Files ☐ Other:

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4945 West Patrick Lane Las Vegas, NV 89118-2858
professional corporation · certified n.c.a.r.b. 702.534.7888 · info@ggwarchitects.com

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) 464-7499 Fax

SUBJECT: **SDR-51779 - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS – OWNER: SOUTHERN NEVADA HOUSING AUTHORITY**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *DECEMBER 10, 2013* Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to *Carman Burney* at *(702)464-7499* or e-mail to *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 ***DECEMBER 9, 2013.***

Signature — 12-7-13 Date

Please Print Name

NEVADA ADULT DAY HEALTHCARE CENTERS

Company Name

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

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DEC 09 2013
City of Las Vegas
Department of Planning

22

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	217 LVB LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	401 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	120 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	113 4th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	209 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	City Hall LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	Fremont LV Blvd
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	Annex LV Blvd LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject SDR-51779 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY - For possible action on a request for a Major Amendment to an approved Site Development Plan Review (Z-0024-83) FOR A PROPOSED 3,313 SQUARE-FOOT ADDITION TO AN EXISTING 4,161 SQUARE-FOOT INDIVIDUAL CARE FACILITY (ADULT DAY CARE) on 0.71 acres at 330 North 13th Street (APN 139-35-212-122), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

Tracking Number	PC12102013-22-9
Name	1111 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

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Tracking Number	PC12102013-22-8
Name	110 113th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

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Tracking Number	PC12102013-22-7
Name	1004 Ogden LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject SDR-51779 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY - For possible action on a request for a Major Amendment to an approved Site Development Plan Review (Z-0024-83) FOR A PROPOSED 3,313 SQUARE-FOOT ADDITION TO AN EXISTING 4,161 SQUARE-FOOT INDIVIDUAL CARE FACILITY (ADULT DAY CARE) on 0.71 acres at 330 North 13th Street (APN 139-35-212-122), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

Tracking Number	PC12102013-22-6
Name	112 Maryland Pkwy LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject SDR-51779 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY - For possible action on a request for a Major Amendment to an approved Site Development Plan Review (Z-0024-83) FOR A PROPOSED 3,313 SQUARE-FOOT ADDITION TO AN EXISTING 4,161 SQUARE-FOOT INDIVIDUAL CARE FACILITY (ADULT DAY CARE) on 0.71 acres at 330 North 13th Street (APN 139-35-212-122), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

Tracking Number	PC12102013-22-5
Name	113 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

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Tracking Number	PC12102013-22-4
Name	117 Maryland Pkwy LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject SDR-51779 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY - For possible action on a request for a Major Amendment to an approved Site Development Plan Review (Z-0024-83) FOR A PROPOSED 3,313 SQUARE-FOOT ADDITION TO AN EXISTING 4,161 SQUARE-FOOT INDIVIDUAL CARE FACILITY (ADULT DAY CARE) on 0.71 acres at 330 North 13th Street (APN 139-35-212-122), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

Tracking Number	PC12102013-22-3
Name	1121 Ogden Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject SDR-51779 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY - For possible action on a request for a Major Amendment to an approved Site Development Plan Review (Z-0024-83) FOR A PROPOSED 3,313 SQUARE-FOOT ADDITION TO AN EXISTING 4,161 SQUARE-FOOT INDIVIDUAL CARE FACILITY (ADULT DAY CARE) on 0.71 acres at 330 North 13th Street (APN 139-35-212-122), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

Tracking Number	PC12102013-22-2
Name	Ogden 13th LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject SDR-51779 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA ADULT DAY HEALTHCARE CENTERS - OWNER: SOUTHERN NEVADA HOUSING AUTHORITY - For possible action on a request for a Major Amendment to an approved Site Development Plan Review (Z-0024-83) FOR A PROPOSED 3,313 SQUARE-FOOT ADDITION TO AN EXISTING 4,161 SQUARE-FOOT INDIVIDUAL CARE FACILITY (ADULT DAY CARE) on 0.71 acres at 330 North 13th Street (APN 139-35-212-122), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

Tracking Number	PC12102013-22-1
Name	121 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

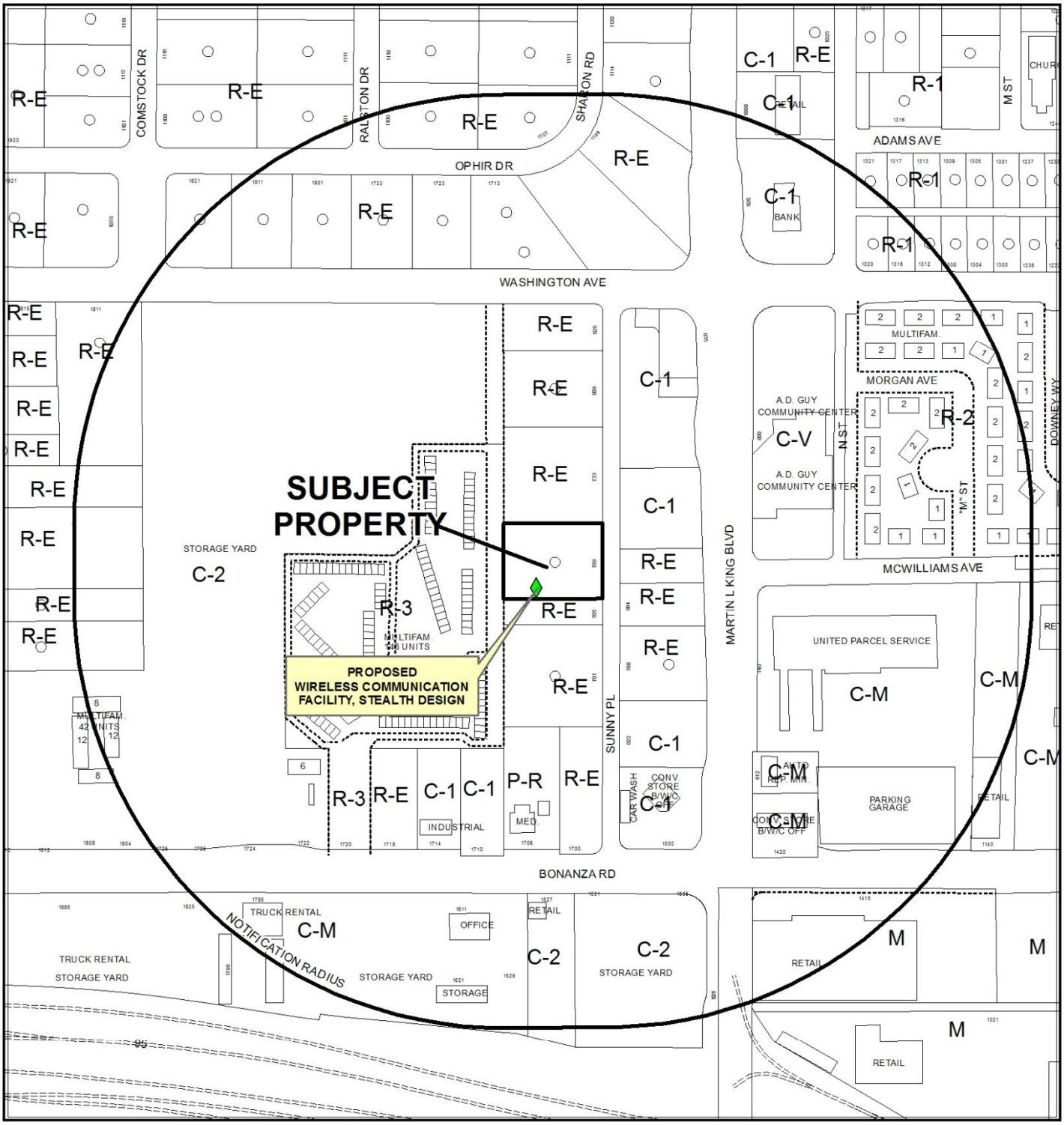
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-51354 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MACON L JACKSON - For possible action on a request for a Variance TO ALLOW AN 80-FOOT TALL STRUCTURE WHERE 35 FEET IS THE MAXIMUM ALLOWABLE HEIGHT, TO ALLOW A ONE-FOOT SIDEYARD SETBACK WHERE 10 FEET IS REQUIRED, AND TO ALLOW A 17-FOOT SETBACK WHERE A 240-FOOT RESIDENTIAL ADJACENCY SETBACK IS REQUIRED at 709 Sunny Place (APN 139-28-303-004), R-E (Residence Estates) Zone, Ward 5 (Barlow) [PRJ-51173]. The Planning Commission (4-3 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (4-3 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-51354 and SUP-51355
2. Conditions and Staff Report - VAR-51354 and SUP-51355
3. Supporting Documentation
4. Photos - VAR-51354 and SUP-51355
5. Justification Letter - VAR-51354 and SUP-51355
6. Protest/Support Postcards for VAR-51354 and SUP-51355



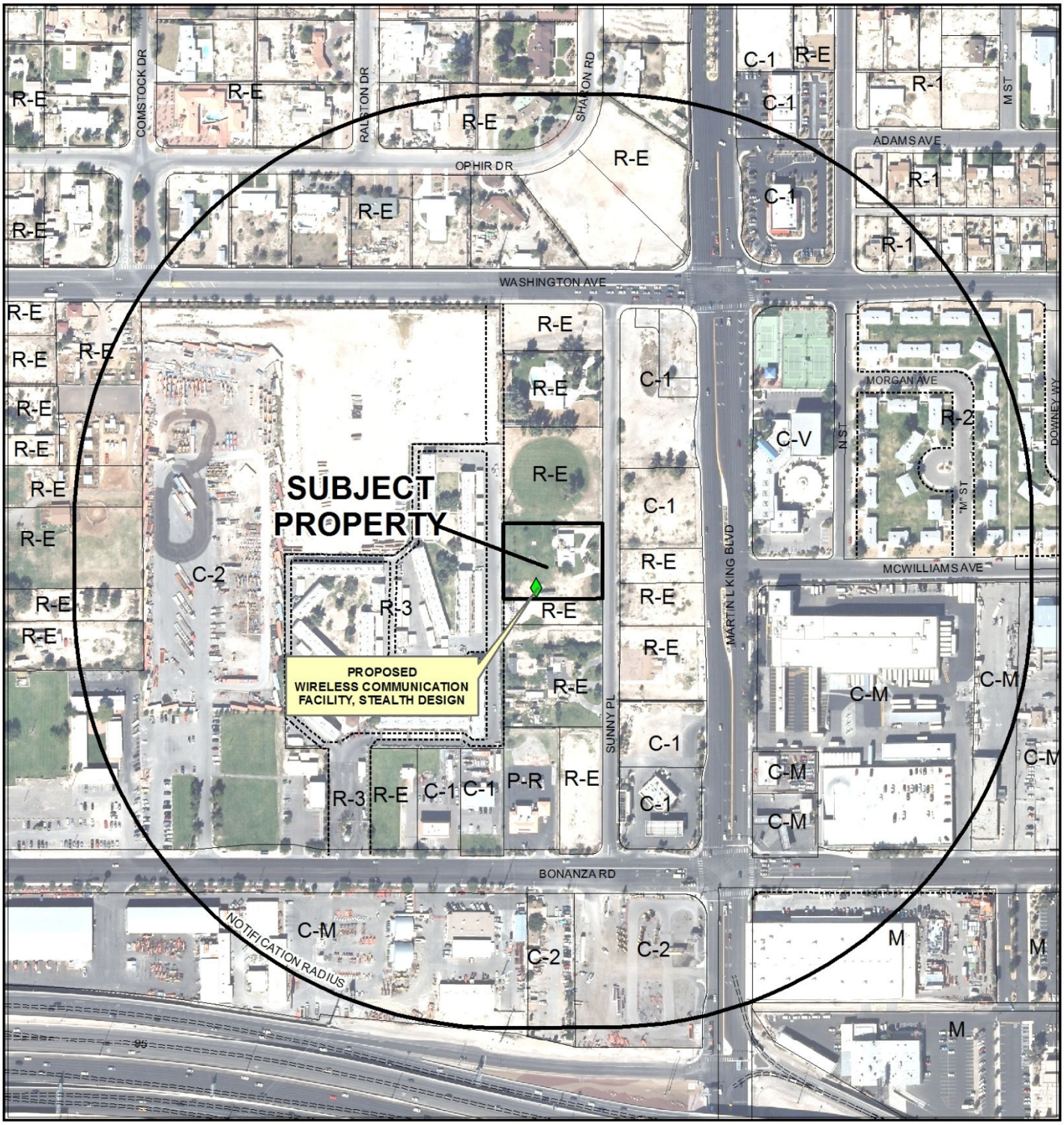
0 200 400 Feet

CASE: **VAR-51354 AND SUP-51355 (PRJ-51173)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 200 400 Feet

CASE: **VAR-51354 AND SUP-51355 (PRJ-51173)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JNAUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JACKSON MACON L

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 18, 2013 CITY COUNCIL MEETING AT THE APPLICANT'S REQUEST

**** STAFF RECOMMENDATIONS ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-51354	Staff recommends DENIAL, if approved subject to conditions:	-
SUP-51355	Staff recommends DENIAL, if approved subject to conditions:	VAR-51354

**** CONDITIONS ****

VAR-51354 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-51355) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-51355 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Wireless Communication Facility, Stealth Design use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-51354) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. A Waiver from Title 19.12 is hereby approved, to allow a Wireless Communication Facility, Stealth Design use to operate in conjunction with an existing residential use located on the same property.

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, as well as submitted as part of any business license application.

7. The non-permitted Accessory Structure, Class II (Shipping Container) located at the southern property line shall be removed from site within 30 days of final action of this entitlement.

8. The communications monopole and its associated equipment and facility shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications monopole and its associated equipment and facility.

9. 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 a Special Use Permit to install an 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm) in the rear yard of an R-E (Residential Estates) zoned parcel with an existing Single Family, Detached dwelling. An accompanying Variance request has been submitted to allow a 77-foot setback where a 240-foot residential adjacency setback is required, to allow a one-foot side yard setback where 10 feet is required, and to allow an 80-foot structure height where 35 feet is the maximum allowable height in the R-E (Residential Estates) zoning district. A proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm) use at this location will have a negative impact on adjacent residentially zoned properties and the surrounding area; therefore, staff recommends denial of this Special Use Permit and Variance request, as the use cannot be conducted in a harmonious and compatible manner.

ISSUES

- A Special Use Permit is required, as the proposed Wireless Communication Facility, Stealth Design use does not meet the conditional requirements listed in Title 19.12. There is a single family, detached dwelling located on site where no residential use may exist on the property.
- A Variance to the Title 19.06 residential development standards is required for the deficient residential adjacency setbacks to allow a 77-foot residential adjacency setback where 240 feet is required, to allow a one-foot side yard setback where 10 feet is required, and to allow a structure height of 80 feet where 35 feet is the maximum height allowed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/12/13	The Planning Commission voted 4-3/BG, VQ, TS to recommend denial of VAR-51354 & SUP-51355 [PRJ-51173]. PC Agenda Items 42 and 43/mh)

Most Recent Change of Ownership	
02/02/90	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1963	A single family detached dwelling was constructed.

Pre-Application Meeting	
09/11/13	A pre-application meeting was held with the applicant's representative to discuss the requirements for submitting a Special Use Permit for a proposed Wireless Communication Facility, Stealth Design and the related Variance to allow a one-foot setback from residential property where a 10-foot setback is required for the equipment facility, an 80-foot tall structure where 35-feet is the maximum allowed, and a 17-foot setback from a residential use where a 240-foot setback is required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
10/02/13	During a routine field check, staff found the property single family, detached dwelling with a mature palm tree and elm tree in the center of a large turf yard. There are shipping containers located in the rear yard that are proposed to be relocated on the site. A condition of approval has been placed on this request requiring the removal of the shipping containers.

Details of Application Request	
Site Area	
Net Acres	0.92

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
North	Undeveloped	MXU (Mixed Used)	R-E (Residence Estates)
South	Undeveloped	MXU (Mixed Used)	R-E (Residence Estates)
East	Undeveloped	C (Commercial)	C-1 (Limited Commercial)
		SC (Service Commercial)	R-E (Residence Estates)
West	Multi-Family Residential	MXU (Mixed Used)	R-3 (Medium Density Residential)

Master Plan Areas	***Compliance***
West Las Vegas Plan	N
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 140 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.06.060, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	20,000 SF	40,158 SF	Y
Min. Lot Width	100 Feet	175 Feet	Y
Min. Setbacks, Accessory Structures			
• Side	10 Feet	1 Foot	N
• Rear	10 Feet	50 Feet	Y
Min. Distance Between Buildings	6 Feet	154 Feet	Y
Max. Accessory Building Height	35 Feet	80 Feet	N
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.06.040(I), the following standards apply:

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
3:1 proximity slope	240 Feet	77 Feet	N
Adjacent development matching setback	15 Feet	1 Foot	N

Waivers		
Requirement	***Request***	***Staff Recommendation***
No residential use may exist on the property.	To retain the existing Single Family, Detached use with the proposed Wireless Communication Facility, Stealth Design.	Denial

ANALYSIS

The Wireless Communication Facility, Stealth Design use is defined as,

> "A wireless communication facility that is designed to blend into the surrounding environment. Examples include without limitation: antenna tower alternative structures; roof mounted antennas (with architectural screening when appropriate); building mounted antennas painted to match the existing structure; antennas integrated into architectural elements (such as steeples or cupolas); antennas and antenna structures designed to look like light poles, flagpoles, or any other camouflaging techniques available on the market; and a cable microcell network which utilizes multiple low powered transmitters/receivers or repeaters attached to existing wire line systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers."

The use meets the definition above as the applicant has provided a justification letter stating to operate such use and has also provided site plans and elevations showing an 80-foot tall Wireless Communication Facility, Stealth Design (monopalm) located on the subject site.

Conditional Use Regulations:

1. The applicant must submit to the Department, for administrative review and approval, a site plan and an elevation drawing. The Director shall review the documents to determine if the proposed facility conforms to the conditions listed below for this use. If the Director, in his discretion:

    a. Determines that the proposed facility is a collocation of new transmission equipment, a removal of transmission equipment or a replacement of transmission equipment that:

        i. Does not increase the tower height by more than 10% or height of additional antenna array plus 20 feet, whichever is greater,

        ii. Does not add more than 4 new equipment cabinets or 1 new shelter; and

        iii. Does not contain a protrusion of more than 20 feet or the width of the tower, whichever is greater,

    the Director shall approve the application as if permitted by right.

b. Determines that Paragraph (a) above does not apply and approves the proposed facility to proceed as a conditional use, the Director shall provide written notice of preliminary approval to the applicant, with a copy to the office of the City Council. That preliminary approval becomes final within 10 days after the notice has been mailed or delivered to the applicant, unless within that period a member if the City Council files with the Director a written request for the Council to review the approval. If such a request to review is filed, the application must be first reviewed and approved by the Council.

c. Determines that that Paragraph (a) above does not apply and that the proposed facility does not conform to the conditions listed below, a Special Use Permit will be required for the use. Any determination by the Director that a Special Use Permit will be required is not subject to appeal.

2. No residential use may exist on the property.

3. The design must conform to the definition of the term "Wireless Communication Facility, Stealth Design," as set forth in LVMC 19.18.020 and as determined by the Director.

4. Within an area designated as a Historic Preservation District, the proposed facility must first be reviewed by the Historic Preservation Commission before the Director considers granting approval as a conditional use.

5. The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility.

6. The frequencies used by the communication provider shall be in conformance with Federal Communication Commission standards, as certified by a competent professional (such as a radio frequency engineer).

The proposed project fails to meet Conditional Use Requirements 2 and 5 with respect to the existing residential use on the subject site and the tower's height and proximity to adjacent residential property. The Conditional Requirements explicitly state that no residential use may exist on the property and that the design and location of the proposed facility shall be compatible with surrounding uses and the facility must include appropriate screening and landscaping to ensure such compatibility. The proposed location of the tower does not provide enough distance to accommodate the proposed use without the approval of the associated Variance for both residential adjacency setbacks and side yard setbacks.

The applicant states that the proposed 80-foot tall monopalm structure will have less impact than the existing 100-foot tall utility transmission lines; however, these existing lines provide opportunity for antenna collocation that would have less impact than a new facility. Additionally, approval of the requested Special Use Permit will establish a precedent for the location of a Wireless Communication Facility, Stealth Design on residential property where such use is not allowed. Staff recommends denial of this Special Use Permit as the design and location of the proposed use is not compatible with the surrounding neighborhood.

FINDINGS (VAR-51354)

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."

The applicant has presented no evidence of a unique or extraordinary circumstance demonstrating that this request is created from a self-imposed hardship by proposing to construct a Wireless Communication Facility that is taller than the property can physically accommodate and locating such structure. An alternative site that pays heed to the appropriate zoning district designations with adequate site accommodations would allow conformance to all Title 19 requirements. The applicant makes reference to the utility lines within close proximity to this proposal; the power poles associated with the utility lines would serve as a more appropriate co-location site for the proposed antennas. 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 therefore outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-51355)

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.**

   If approved, the proposed Wireless Communication Facility, Stealth Design (Monopalm) will be constructed on a lot currently zoned and utilized for Single Family Residential use. As such, the proposed project will result in a visual intrusion upon the surrounding community that is counter to Objective 2.4 of the Master Plan 2020 which seeks "To ensure that the quality of existing residential neighborhoods within the City of Las Vegas is maintained and enhanced."

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the proposed use, as demonstrated by the need for the requested Special Use Permit to allow such use on residential property and the associated Variance (VAR-51354) to allow a greater height and smaller setbacks than required by code. The tower component of the proposed facility is located within 17 feet of R-1 (Single Family Residential) zoned property where a minimum residential adjacency setback of 240 feet is required. Also, the equipment facility is located one foot from the south property line where a 10-foot side yard setback is required and proposes an 80-foot tall structure where the maximum allowable height is 35 feet.

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 existing residential use is adequately served by Sunny Place Drive, a 40-foot wide residential street. The existing street can adequately accommodate the proposed use but the site will require the ability for large commercial service vehicles to access the rear of the site for installation and service calls. The proposed Wireless Communication Facility, Stealth Design does not require an additional parking.

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 Special Use Permit for a Wireless Communication Facility, Stealth Design on property currently utilized for single family residential use does not comply with the conditional use requirements listed in Title 19.12, nor does is support Objective 2.4 of the Las Vegas Master Plan 2020, to ensure the quality of existing residential neighborhoods within the City of Las Vegas is maintained and enhanced. Also, the proposed use fails to meet Goal 3 of the West Las Vegas Neighborhood Plan, which seeks to "Preserve the character of the existing neighborhoods." If approved, all other public health and safety concerns will be addressed as the wireless communication facility will be subject to regular inspections.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed use does not meet Wireless Communication Facility, Stealth Design Conditional Use Requirements Number #2, which does not allow a residential use to be located on the same site, and Number #5, which requires the design and location of the facility, is compatible with the surrounding uses. Therefore, as required by Title 19.12.040, a Special Use Permit is required for this entitlement request. Staff recommends denial of the requested Special Use Permit, and associated Variance (VAR-51354), as the proposed land use is not harmonious or compatible with the surrounding area.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 24

NOTICES MAILED 118 by the City Clerk

APPROVALS 1

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-51354 APN: 139-28-303-004

Name of Property Owner: Macon Jackson

Name of Applicant: AT+T

Name of Representative: Cortel, 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

held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Macon L Jackson

Print Name: MACON L Jackson

Subscribed and sworn before me

This 3rd day of September, 2013

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
YRON KACHINSKY
Appt. No 99-59377-1
My Appt. Expires Oct. 17, 2015

PRJ-51173
09/23/13

DEPARTMENT OF PLANNING

Application/Petition For: SUP/Variance

Project Address (Location) 709 Sunny Place

Project Name CTS **Proposed Use**

Assessor's Parcel #(s) 139-28-303-004 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing R-E proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information 80' mono palm cell tower

PROPERTY OWNER Macon Jackson **Contact** _____

Address 709 Sunny Place **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89106

E-mail Address _____

APPLICANT AT+T **Contact** _____

Address 3763 Howard Hughes #200 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89169

E-mail Address _____

REPRESENTATIVE Cortel, LLC **Contact** Chris Dingell

Address 10427 Gunpowder Falls **Phone:** 526-2980 **Fax:** _____

City Las Vegas **State** NV **Zip** 89183

E-mail Address Chris.Dingell@cortell-llc.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible fo inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchase (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below

* Macon L Jackson

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MACON L JACKSON

Subscribed and sworn before me

this 3rd day of September, 20 13.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
YRON KACHINSKY
Appt. No. 99-59377-1
My Appt. Expires Oct 2, 2015

Case #	VAR-51354
Meeting Date:	11/12/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PRJ-51173
09/23/13

WASHINGTON & HIGHLAND
SITE# L175
USID# 137849

709 SUNNY PLACE

LAS VEGAS, NV 89106

at&t

MONOPALM

ENGINEERING

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES.

- INTERNATIONAL BUILDING CODE 2009 W/STATE AMENDMENTS
- UNIFORM MECHANICAL CODE 2009
- UNIFORM PLUMBING CODE 2009
- NATIONAL ELECTRIC CODE 2008
- INTERNATIONAL FIRE CODE 2006
- LOCAL BUILDING CODE(S)
- CITY AND/OR COUNTY ORDINANCES

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE FOLLOWING:

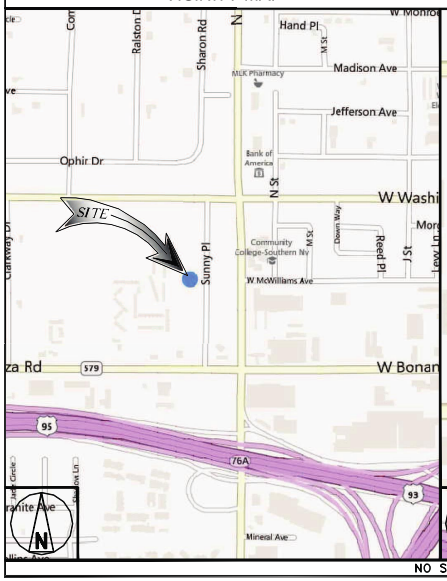
- NEW 80' MONOPALM TOWER
- NEW 11'-5"X28' AT&T SHELTER
- (6) NEW PANEL ANTENNAS ON (3) NEW SECTOR ARRAYS
- (12) NEW 700 MHZ RRH UNITS MOUNTED BEHIND ANTENNAS
- (2) NEW DC6 SURGE PROTECTORS COLLAR MOUNTED ON TOWER
- NEW CONDUIT FOR ELECTRICAL SERVICE FROM EXISTING ELECTRICAL VAULT
- NEW CONDUIT FOR FIBER SERVICE FROM EXISTING TELCO VAULT
- NEW 8' WIDE UTILITY ROUTE
- NEW 12' WIDE ACCESS ROUTE
- NEW 28'X47'-4, 8' CMU WALL COMPOUND

PRJ-51173
09/13

SITE INFORMATION

PROPERTY OWNER:	MACOY JACKSON 709 SUNNY PLACE LAS VEGAS, NV 89106
TOWER OWNER:	AT&T TOWERS 10550 W. CHARLESTON STE B LAS VEGAS, NV 89135
SITE CONTACT:	BLACK & VEATCH 6 SUNSET WAY #108 HENDERSON, NV 89104 CONTACT: EDGARDO ORTIZ CONTACT NUMBER: (913) 458-2000
COUNTY:	CLARK COUNTY
LATITUDE (NAD 83):	36° 1' 44.7744" 36.179104°
LONGITUDE (NAD 83):	-115° 9' 43.7868" -115.162163°
ZONING JURISDICTION:	CITY OF LAS VEGAS
ZONING DISTRICT:	RESIDENTIAL ESTATES DISTRICT (R-E)
PARCEL #:	139-08-303-004
OCCUPANCY GROUP:	S-2
CONSTRUCTION TYPE:	V-B
POWER COMPANY:	NV ENERGY CONTACT NUMBER: (800) 331-3103
SITE ACQUISITION MANAGER:	BLACK & VEATCH 6 SUNSET WAY, SUITE B108 HENDERSON, NV 89104
SITE ACQUISITION CONTACT:	DAN DAVIS CONTACT NUMBER: (702) 501-4111
CONSTRUCTION MANAGER:	JON VANDERZEE CONTACT NUMBER: (702) 241-6091
PROJECT MANAGER:	EDGARDO ORTIZ CONTACT NUMBER: (913) 458-2000
RF ENGINEER:	BRIAN CRISS CONTACT NUMBER: (702) 692-1013

VICINITY MAP



LOCAL MAP

NO SCALE

CONTACT INFORMATION

PROPERTY OWNER:	BLACK AND VEATCH CORP. 6 SUNSET WAY, SUITE B108 HENDERSON, NV 89104
CONTACT:	EDGARDO ORTIZ
PHONE:	(913) 458-2000

DRIVING DIRECTIONS FROM LAS VEGAS OFFICE

FROM AT&T OFFICE 10550 W. CHARLESTON, STE B. HEAD WEST ON W CHARLESTON BLVD. TURN RIGHT TO MERGE ONTO CLARK COUNTY 215 N. TAKE EXIT 28 FOR SUMMERLIN PARKWAY TOWARD ANASAZI DRIVE. KEEP RIGHT AT THE FORK AND MERGE ONTO SUMMERLIN PKWY. KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR US-95 S AND MERGE ONTO US-95 S TAKE EXIT 76B FOR I-15 S TOWARD LOS ANGELES/MARTIN L KING TAKE EXIT 76C TOWARD MARTIN LUTHER KING. TURN LEFT ONTO N MARTIN L KING BLVD. TURN LEFT ONTO W BONANZA RD 295 FT TAKE THE 2ND RIGHT ONTO SUNNY PL. DESTINATION WILL BE ON THE RIGHT. 816 SUNNY PL, LAS VEGAS, NV 89106

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR SITE MODIFICATIONS.

AT&T COMPLIANCE: _____ DATE: _____

AT&T RF ENGINEER: _____ DATE: _____

AT&T OPERATIONS: _____ DATE: _____

AT&T PM: _____ DATE: _____

B&V CONSTRUCTION: _____ DATE: _____

B&V SITE ACQ: _____ DATE: _____

SITE OWNER: _____ DATE: _____

DRAWING INDEX

SHEET NO:	SHEET TITLE
T-1	TITLE SHEET & PROJECT DATA
LS-1	TOPOGRAPHIC SURVEY
A-1	OVERALL SITE PLAN
A-2	ENLARGED PROPOSED SITE & ANTENNA PLAN
A-3	TOWER ELEVATIONS

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

811 Know what's below. Call before you dig.

NOTE:
48 HOURS PRIOR TO DIGGING, CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES TO LOCATE ALL UNDERGROUND UTILITIES.

at&t
10550 WEST CHARLESTON BLVD, STE B
LAS VEGAS, NV 89135

BLACK & VEATCH
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE
2675 PRATUM AVENUE
HOFFMAN ESTATES, IL 60192
PH (847) 931-7999 FAX (847) 931-7444
www.wtcdg.com

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PROJECT NO:	T132338
DRAWN BY:	BJB
CHECKED BY:	RJG

REV	DATE	DESCRIPTION
B	09/11/13	100% ZONING DRAWINGS
A	08/29/13	ZONING DRAWINGS

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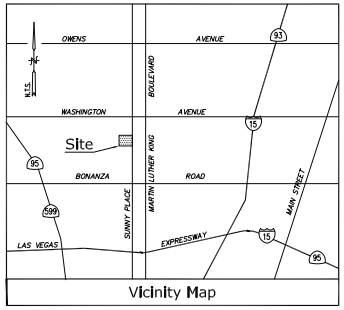
709 SUNNY PLACE
LAS VEGAS, NV 89106

SHEET TITLE
TITLE SHEET & PROJECT DATA

SHEET NUMBER
T-1

VAR-51354
SUP-51355



Title Report

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.

PREPARED BY:
ORDER NO.:
DATED:

Legal Description

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

PRJ-51173
09/23/13

Assessor's Parcel No.

139-28-303-004

Easements

NOT AVAILABLE

Access Easement/Lease Area

TO BE DETERMINED

Geographic Coordinates

TO BE DETERMINED

1983 DATUM: LATITUDE XX° XX' XX.XX"N LONGITUDE XXX° XX' XX.XX"W
ELEVATION = XXX.X FEET ABOVE MEAN SEA LEVEL

CERTIFICATION:
THE LATITUDE AND LONGITUDE SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 15 FEET HORIZONTALLY AND THAT THE ELEVATIONS SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 3 FEET VERTICALLY. THE HORIZONTAL DATUM (GEOGRAPHIC COORDINATES) IS IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND IS EXPRESSED IN DEGREES (°), MINUTES (') AND SECONDS ("), TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (ELEVATIONS) IS IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND IS DETERMINED TO THE NEAREST TENTH OF A FOOT.

Basis of Bearings

THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), NEVADA EAST.

Bench Mark

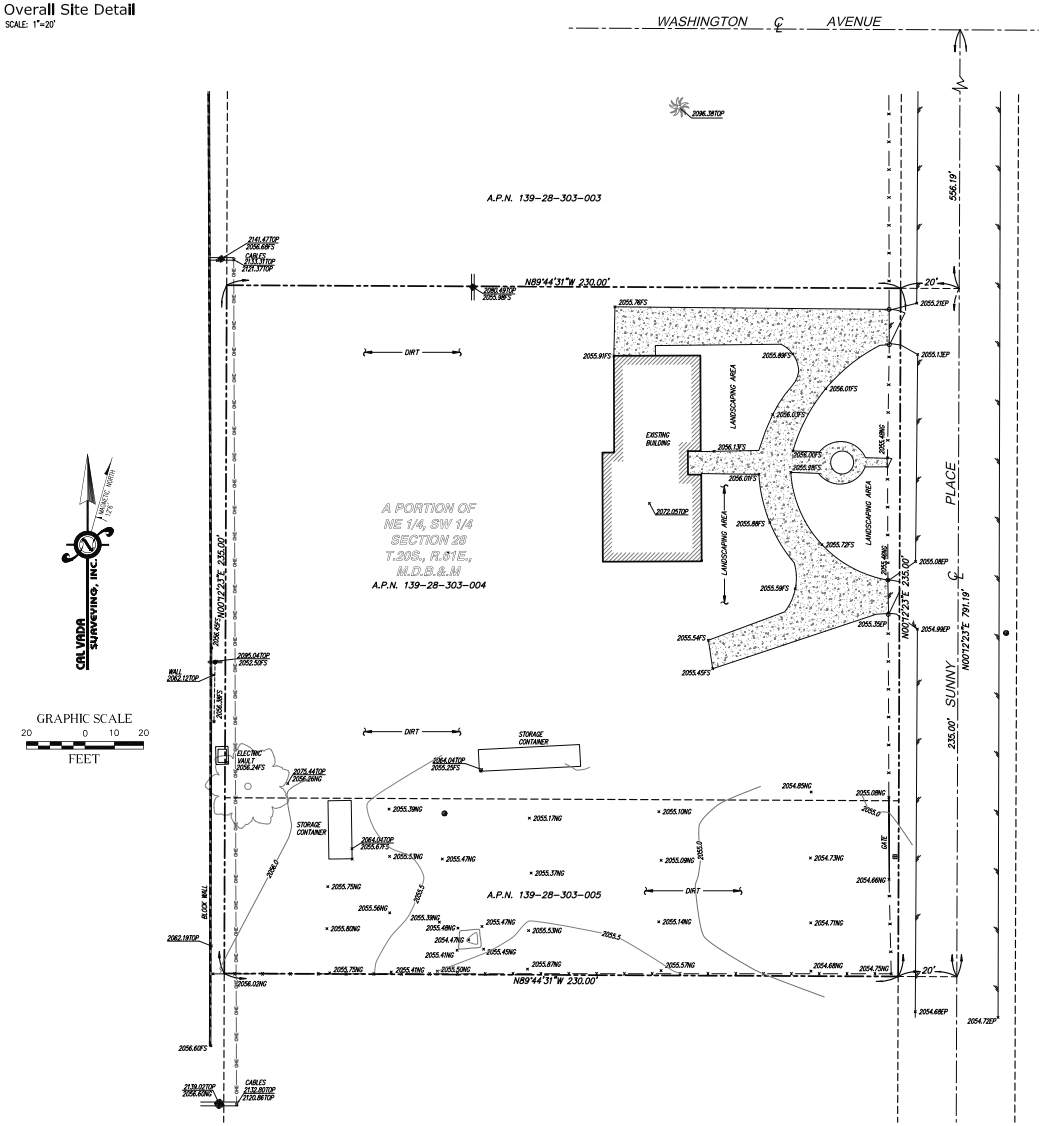
THE NATIONAL GEODETIC SURVEY C.O.R.S "NVCA", ELEVATION = 2211.55 FEET (NAVD 88).

Date of Survey

AUGUST 10, 2013.

Overall Site Detail

SCALE: 1"=20'



Legend

FS	FINISH SURFACE
NG	NATURAL GROUND
	POWER POLE
	RETAINING/BLOCK WALL
	SURVEY CONTROL POINT
	CONCRETE PAVEMENT
	EDGE OF PAVEMENT
	TREE
TC	TOP OF CURB
	PROPERTY LINE
	CHAIN LINK FENCE
	LIGHT
	WATER VALVE
TOP	TOP OF STRUCTURE
EP	EDGE OF PAVEMENT
TP	TOP OF POLE
FDC	FIRE HYDRANT/FIRE
OT	OVERHANG TOP
R	ROOF

at&t
10550 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89135

BLACK & VEATCH
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO:	
DRAWN BY:	HP
CHECKED BY:	RG

REV	DATE	DESCRIPTION
	8/14/13	SUBMITTAL

CAL VADA SURVEYING, INC.
JOB NO. 13587

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"WASHINGTON & HIGHLAND"
709 SUNNY PLACE
LAS VEGAS, NV
CLARK COUNTY

SHEET TITLE
TOPOGRAPHIC SURVEY

SHEET NUMBER
LS-1

VAR-51354
SUP-51355

ABBREVIATIONS

A/C	AIR CONDITIONING	LBS	POUNDS
AGL	ABOVE GRADE LEVEL		
APPROX	APPROXIMATELY	MAX	MAXIMUM
		MECH	MECHANICAL
BLDG	BUILDING	MTL	METAL
BLK	BLOCKING	MFR	MANUFACTURER
		MGR	MANAGER
CLG	CEILING	MIN	MINIMUM
CLR	CLEAR	MISC	MISCELLANEOUS
CONC	CONCRETE		
CONST	CONSTRUCTION	NA	NOT APPLICABLE
CONT	CONTINUOUS	NIC	NOT IN CONTRACT
		NTS	NOT TO SCALE
DBL	DOUBLE		
DIA	DIAMETER	OC	ON CENTER
DIAG	DIAGONAL	OD	OUTSIDE DIAMETER
DN	DOWN	PLYWD	PLYWOOD
DET	DETAIL	PROJ	PROJECT
DWG	DRAWING	PROP	PROPERTY
		PT	PRESSURE TREATED
EA	EACH		
ELEV	ELEVATION	REQ	REQUIRED
ELEC	ELECTRICAL	RM	ROOM
EQ	EQUAL	RO	ROUGH OPENING
EQUIP	EQUIPMENT	RRH	RADIO REMOTE HEAD
EXT	EXTERIOR		
		SHT	SHEET
FIN	FINISH	SIM	SIMILAR
FLUOR	FLUORESCENT	SPEC	SPECIFICATION
FLR	FLOOR	SF	SQUARE FOOT
FT	FOOT	SS	STAINLESS STEEL
		STL	STEEL
GA	GAUGE	STRUCT	STRUCTURAL
GALV	GALVANIZED	STD	STUD
GC	GENERAL CONTRACTOR	SUSP	SUSPENDED
GRND	GROUND		
GYP BD	GYPSUM WALL BOARD	THRU	THROUGH
		TMA	TOWER MOUNT AMPLIFIER
HORZ	HORIZONTAL	TNPL	TINNERMAN
HR	HOUR	TYP	TYPICAL
HT	HEIGHT		
HVAC	HEATING VENTILATION AIR CONDITIONING	UNO	UNLESS NOTED OTHERWISE
		VERT	VERTICAL
		VIF	VERIFY IN FIELD
ID	INSIDE DIAMETER		
IN	INCH	W/	WITH
INFO	INFORMATION	W/O	WITHOUT
INSUL	INSULATION	WP	WATER PROOF
INT	INTERIOR		
IBC	INTERNATIONAL BUILDING CODE		

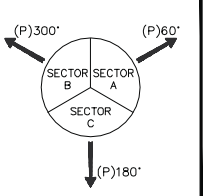
LEGEND

- SUBJECT BOUNDARY LINE
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY LINE
- ADJACENT BOUNDARY LINE
- OHP — OVERHEAD POWER LINE
- UNDERGROUND POWER LINE
- G — BURIED GAS LINE
- OHT — OVERHEAD TELEPHONE LINE
- T — BURIED TELEPHONE LINE
- W — W — BURIED WATER LINE
- SS — BURIED SANITARY SEWER
- SD — BURIED STORM DRAIN
- VEGETATION LINE
- x — x — x — x — CHAIN LINK FENCE
- WOOD FENCE

- TRANSFORMER
- LIGHT STANDARD
- POWER VAULT
- UTILITY BOX
- UTILITY POLE
- POLE GUY WIRE
- GAS VALVE
- GAS METER
- TELEPHONE VAULT
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- GATE VALVE
- WATER METER
- CATCH BASIN, TYPE I
- CATCH BASIN, TYPE II
- SIGN
- BOLLARD
- MAIL BOX
- 234.21 SPOT ELEVATION

PRJ51173
09/13/13

PROPOSED AZIMUTHS



NOTE:
REFERENCE SURVEY BY CALVADA, DATED 8/14/13 FOR ALL PROPERTY LINE AND EXISTING EASEMENT INFORMATION.

A.P.N. 139-28-311-000 LIMITED MULTIPLE DISTRICT (R-E)
A.P.N. 139-28-303-003 RESIDENT ESTATES DISTRICT (R-E)
A.P.N. 139-28-303-004 RESIDENT ESTATES DISTRICT (R-E)
A.P.N. 139-28-303-005 RESIDENCE ESTATE DISTRICT (R-E)
A.P.N. 139-28-303-006 RESIDENCE ESTATE DISTRICT (R-E)
A.P.N. 139-28-312-001 LIMITED COMMERCIAL DISTRICT (C-1)
A.P.N. 139-28-312-004 LIMITED COMMERCIAL DISTRICT (C-1)
A.P.N. 139-28-312-003 LIMITED COMMERCIAL DISTRICT (C-1)
A.P.N. 139-28-304-001 LIMITED COMMERCIAL DISTRICT (C-1)
A.P.N. 139-28-304-002 LIMITED COMMERCIAL DISTRICT (C-1)
A.P.N. 139-28-304-003 RESIDENT ESTATES DISTRICT (R-E)

EXISTING UTILITY POLE TO BE UTILIZED FOR FIBER SOURCE.VERIFY WITH LOCAL UTILITY COMPANY
(E) BUILDING
(E) OVERHEAD POWER LINE (TYP)
EXISTING UTILITY POLE TO BE UTILIZED FOR FIBER SOURCE.VERIFY WITH LOCAL UTILITY COMPANY
EXISTING TREE TO REMAIN (TYP)
EXISTING ELECTRICAL VAULT TO BE UTILIZED FOR POWER SOURCE.VERIFY WITH LOCAL UTILITY COMPANY
(E) BLOCK WALL
NEW UNDERGROUND CONDUITS FOR ELECTRICAL AND FIBER SERVICE
154'-4"
(N) 1330sq.ft. AT&T EQUIPMENT LEASE AREA. SEE SHEETS A-2 & A-3
(E) STORAGE CONTAINER TO BE RELOCATED
173'-9"
53'-7"
NEW 12'-0" ACCESS ROUTE
NEW 8'-0" UTILITY ROUTE
17'-11"
1'-0"
(E) STORAGE CONTAINER TO REMAIN
(E) CHAIN LINK FENCE
EXISTING LANDSCAPE AREA
NEW 6' CHAIN LINK ACCESS GATE (TYP. OF 2)
EXISTING TREE TO REMAIN
PROPERTY LINE
SUNNY PLACE

PROPERTY SETBACK	DISTANCE (FT) FROM COMPOUND	DISTANCE (FT) FROM FACE OF TOWER
NORTH	±146'-0"	±154'-4"
SOUTH	±1'-0"	±17'-11"
EAST	±137'-3"	±173'-9"
WEST	±50'-0"	±53'-7"

NORTH

OVERALL SITE PLAN

SCALE: 1"=30'

A

at&t
10550 WEST CHARLESTON BLVD, STE B
LAS VEGAS, NV 89135

BLACK & VEATCH
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE
2675 PRATUM AVENUE
Hoffman Estates, Illinois 60192
PH (847) 931-1285 FAX (815) 301-3444
www.wtgroup.com

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PROJECT NO:	T132338
DRAWN BY:	BJB
CHECKED BY:	RJG

REV	DATE	DESCRIPTION
B	09/11/13	100% ZONING DRAWINGS
A	08/29/13	ZONING DRAWINGS

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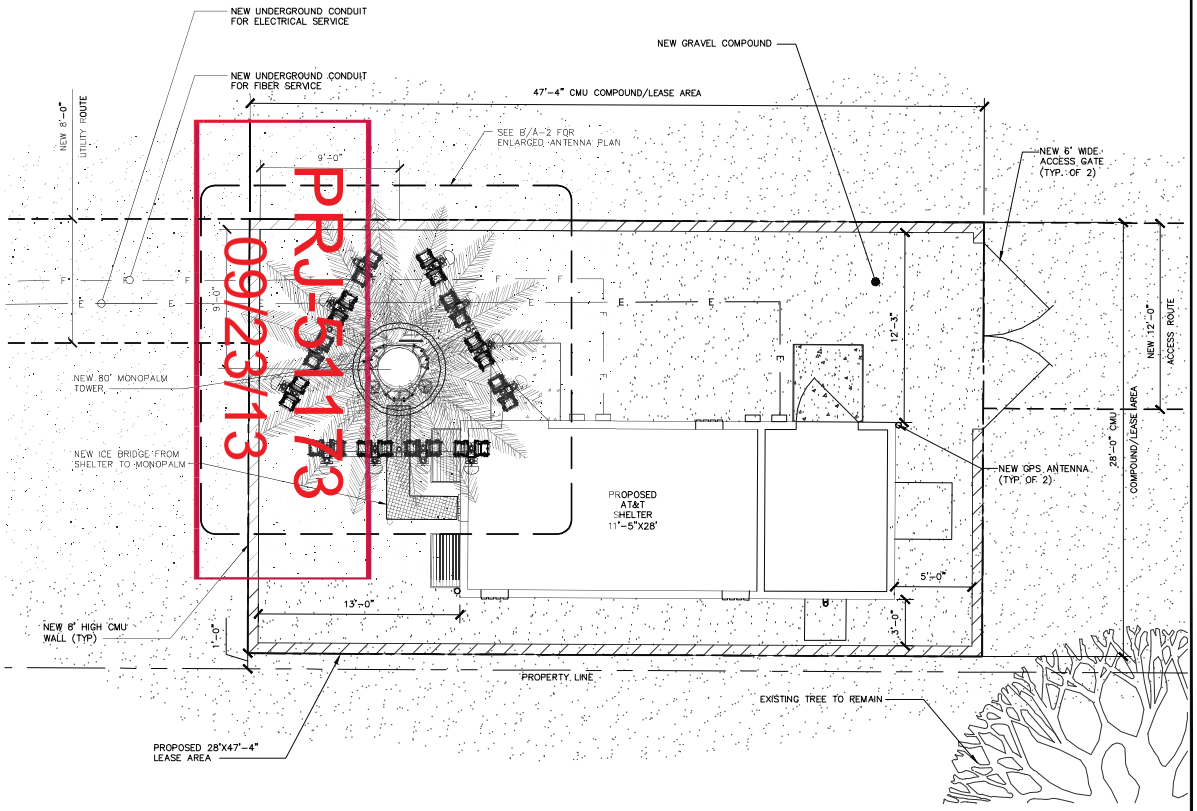
709 SUNNY PLACE
LAS VEGAS, NV 89106

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1

VAR-51354
SUP-51355

NOTE:
REFERENCE SURVEY BY CALVADA, DATED 8/14/13 FOR ALL PROPERTY LINE AND EXISTING EASEMENT INFORMATION.

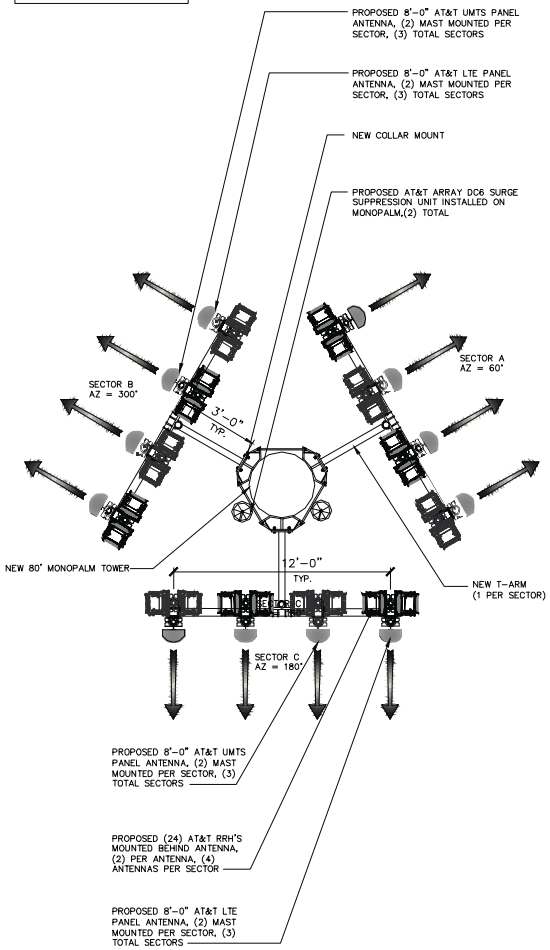


ENLARGED PROPOSED SITE PLAN | SCALE: 1/4"=1' | A

NOTE:
CONTRACTOR TO PAINT ANTENNAS, CABLES, & ALL MOUNTING HARDWARE TO MATCH PALM FRONDS

ALL CABLES TO BE ROUTED ON THE INTERIOR OF MONOPALM TOWER

MONOPALM FRONDS REMOVED FOR CLARITY



PROPOSED ANTENNA PLAN | SCALE: 3/8"=1' | B

at&t
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LAS VEGAS, NV 89135

BLACK & VEATCH
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE

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PROJECT NO:	T132338
DRAWN BY:	BJB
CHECKED BY:	RJG

REV	DATE	DESCRIPTION
B	09/11/13	100% ZONING DRAWINGS
A	08/29/13	ZONING DRAWINGS

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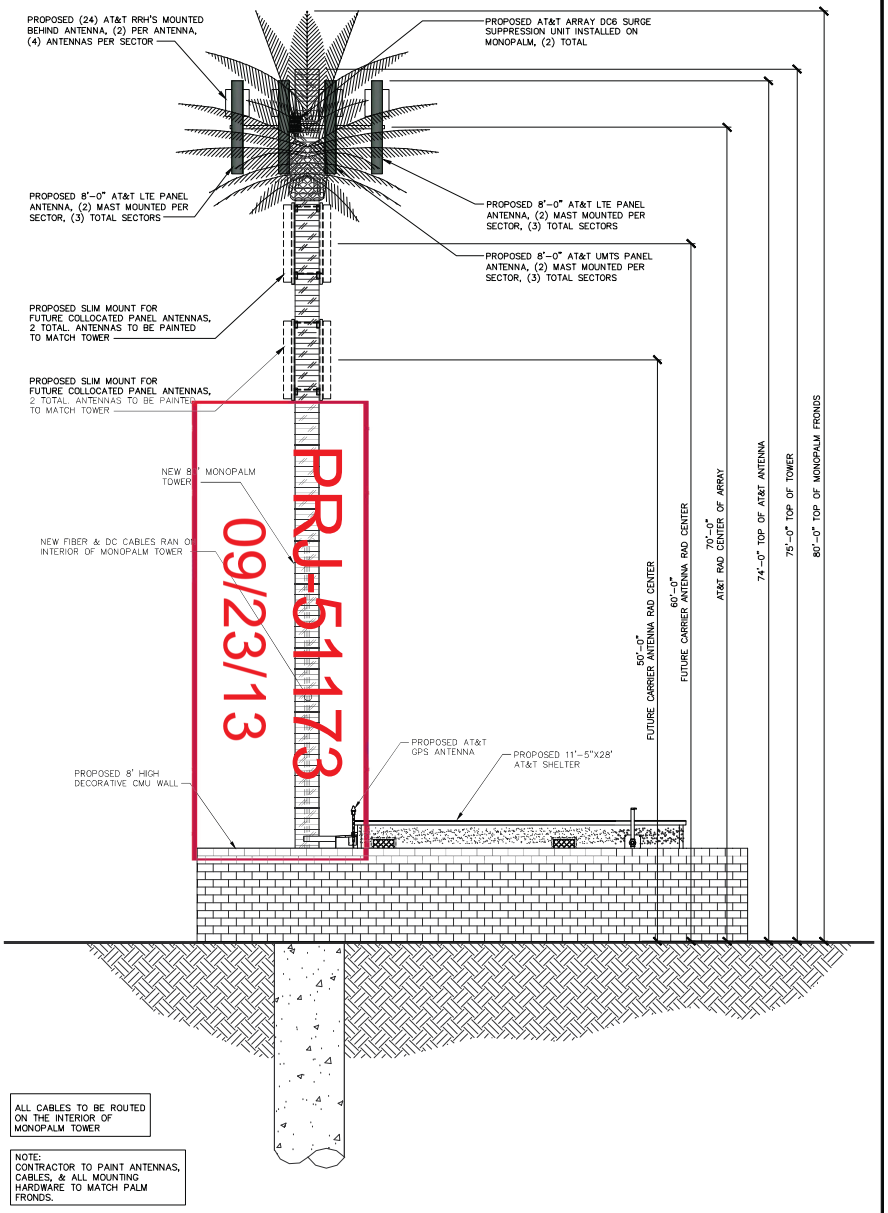
709 SUNNY PLACE
LAS VEGAS, NV 89106

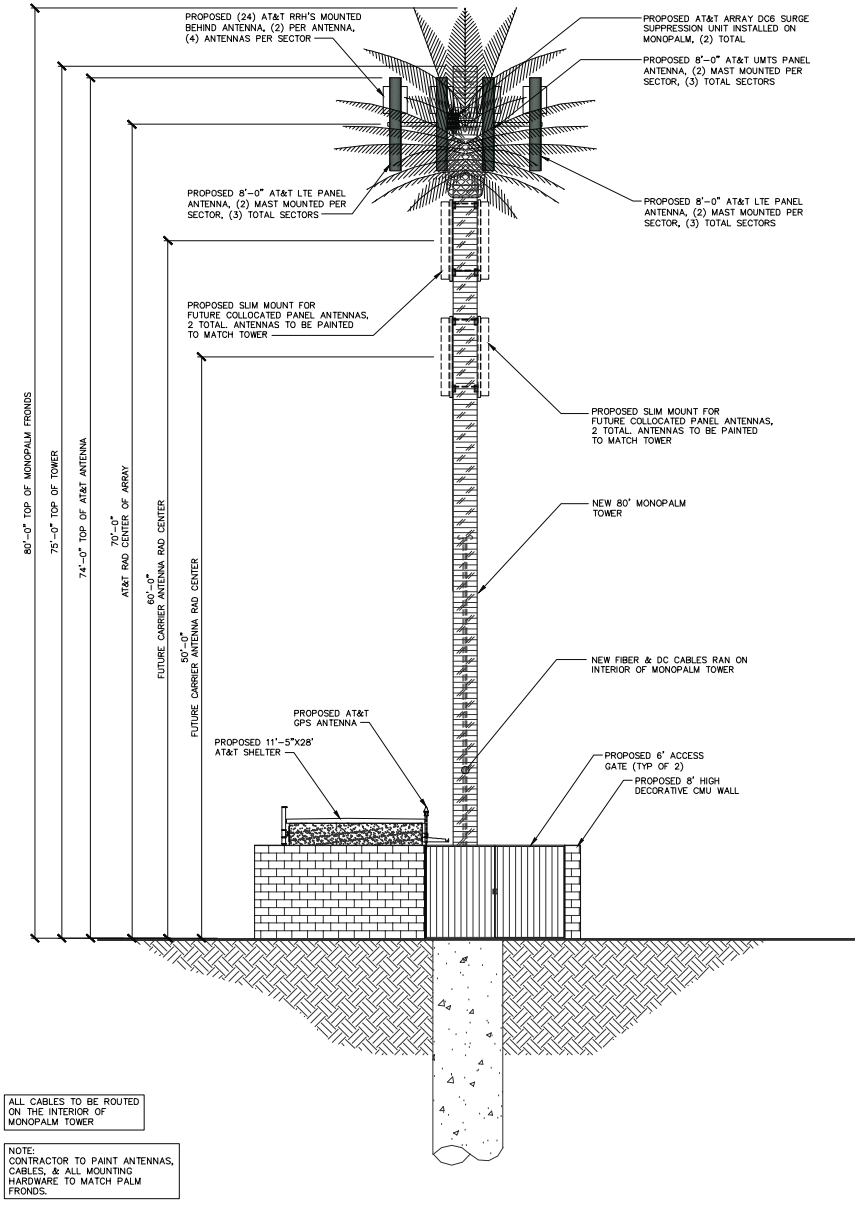
SHEET TITLE
ENLARGED PROPOSED SITE & ANTENNA PLAN

SHEET NUMBER
A-2

VAR-51354
SUP-51355



PROPOSED SOUTH ELEVATION | SCALE: 3/16"=1' | A



PROPOSED EAST ELEVATION | SCALE: 3/16"=1' | B

at&t
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LAS VEGAS, NV 89106

SHEET TITLE
PROPOSED ELEVATION

SHEET NUMBER
A-3

VAR-51354
SUP-51355

VAR-51354 & SUP-51355 – APPLICANT/OWNER: MACON L JACKSON
700 SUNNY PLACE

10/03/13

VAR-51354 & SUP-51355 – APPLICANT/OWNER: MACON L JACKSON
700 SUNNY PLACE

10/03/13

VAR-51354 & SUP-51355 – APPLICANT/OWNER: MACON L JACKSON
700 SUNNY PLACE

10/03/13

Cortel
10427 Gunpowder Falls St.
Las Vegas, NV 89183
(702) 526-2980

September 16, 2013

Mike Howe
City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Dear Mike:

On behalf of AT&T, I am submitting for special use permit and variances for a stealth monopalm cell tower at 709 Sunny Place (APN 139-28-303-004). 709 Sunny Place is zoned R-E (Residence Estates). The requested variances are for residential adjacency and to exceed the base height of the R-E zoning district.

AT&T is proposing to locate an 80' monoplam and associated ground equipment is the southwest corner of the parcel. The tower is designed for future co-locations.

The tower will be located approximately 154'-4" from the west property line, 17'-11" from the south property line and 53' 7" from the west property line where 180' is required. It is also proposed to be 80' in height and the R-E zoning district permits structures to be 35'.

AT&T is proposing to locate the tower on this parcel to provide cellular and wireless services to the immediate area. It is impossible to provide this utility service to the area without locating a tower in the area. There are existing 100' electric transmission lines that run north/south on the western property line and the proposed tower will have less of an impact on the area than those existing power lines.

Should any further information be required, please feel free to contact me.

Sincerely,

Chris Dingell

Chris Dingell
Cortel, LLC

PRJ-51173
09/23/13
VAR-51354
SUP-51355

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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0004279218 DEC 05 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

VAR-51354 & SUP-51355 [PRJ-51173]
City Council Meeting of **December 18, 2013**

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DEASE BOBBIE J
%J BURNS
1217 W MADISON
LAS VEGAS NV 89106-2823

APN#13928210018

26 JRDFNMP 89106

Submitted after final agenda
Date 12/11/13 Item 8, 11 & 13
MS

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-51354 & SUP-51355 [PRJ-51173]
City Council Meeting of **December 18, 2013**

HARUTYUNYAN ZHAK
5350 BALTIMORE DR #42
LA MESA CA 91942-4617

APN#13928311137

90 JRDFNMP 91942

81 18

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

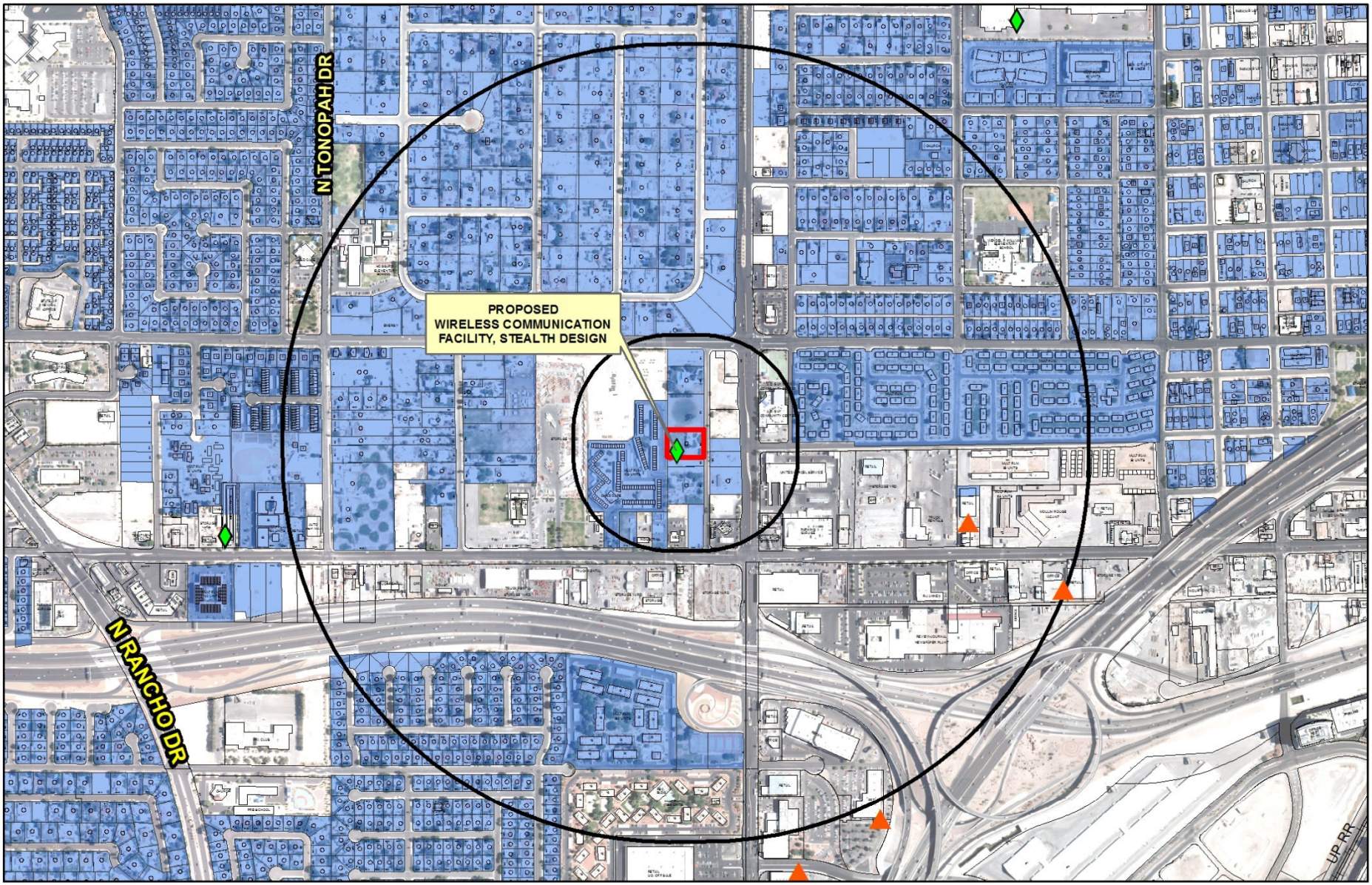
SUBJECT:
SUP-51355 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-51354 - PUBLIC HEARING - APPLICANT/OWNER: MACON L JACKSON - For possible action on a request for a Special Use Permit FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN WITH A WAIVER TO ALLOW SUCH USE ON RESIDENTIAL PROPERTY at 709 Sunny Place (APN 139-28-303-004), R-E (Residence Estates) Zone, Ward 5 (Barlow) [PRJ-51173]. The Planning Commission (4-3 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (4-3 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Special Map
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.



SUP-51355 (PRJ-51173)

Wireless Facility

Wireless Facility Locations

- Non-Stealth
- Stealth

Protected Uses

- Residential Property
- Subject Property
- 600ft & 1/2 mile Buffer

N

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

Date: Wednesday, October 02, 2013

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-51355 APN: 139-28-303-004

Name of Property Owner: Macon Jackson

Name of Applicant: AT+T

Name of Representative: Cortel, 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

held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Macon L Jackson

Print Name: MACON L Jackson

Subscribed and sworn before me

This 3rd day of September, 2013

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
YRON KACHINSKY
Appt. No 99-59377-1
My Appt. Expires Oct. 17, 2015

PRJ-51173
09/23/13

DEPARTMENT OF PLANNING

Application/Petition For: SUP/Variance

Project Address (Location) 709 Sunny Place

Project Name CTS **Proposed Use**

Assessor's Parcel #(s) 139-28-303-004 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing R-E proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information 80' mono palm cell tower

PROPERTY OWNER Macon Jackson **Contact** _____

Address ~~709~~ Sunny Place **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

APPLICANT AT+T **Contact** _____

Address 3763 Howard Hughes #200 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89169

E-mail Address _____

REPRESENTATIVE Cortel, LLC **Contact** Chris Dingell

Address 10427 Gunpowder Falls **Phone:** 526-2980 **Fax:** _____

City Las Vegas **State** NV **Zip** 89183

E-mail Address Chris.Dingell@cortell-llc.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible fo inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchase (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

* Macon L Jackson
*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MACON L JACKSON

Subscribed and sworn before me

this 3rd day of September, 20 13.

Notary Public in and for said County and State

NOTARY PUBLIC STATE OF NEVADA County of Clark YRON KACHINSKY Appt. No. 99-59377-1 My Appt. Expires Oct 1, 2015

Case #	SUP-51355
Meeting Date:	11/12/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-51173
09/23/13

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

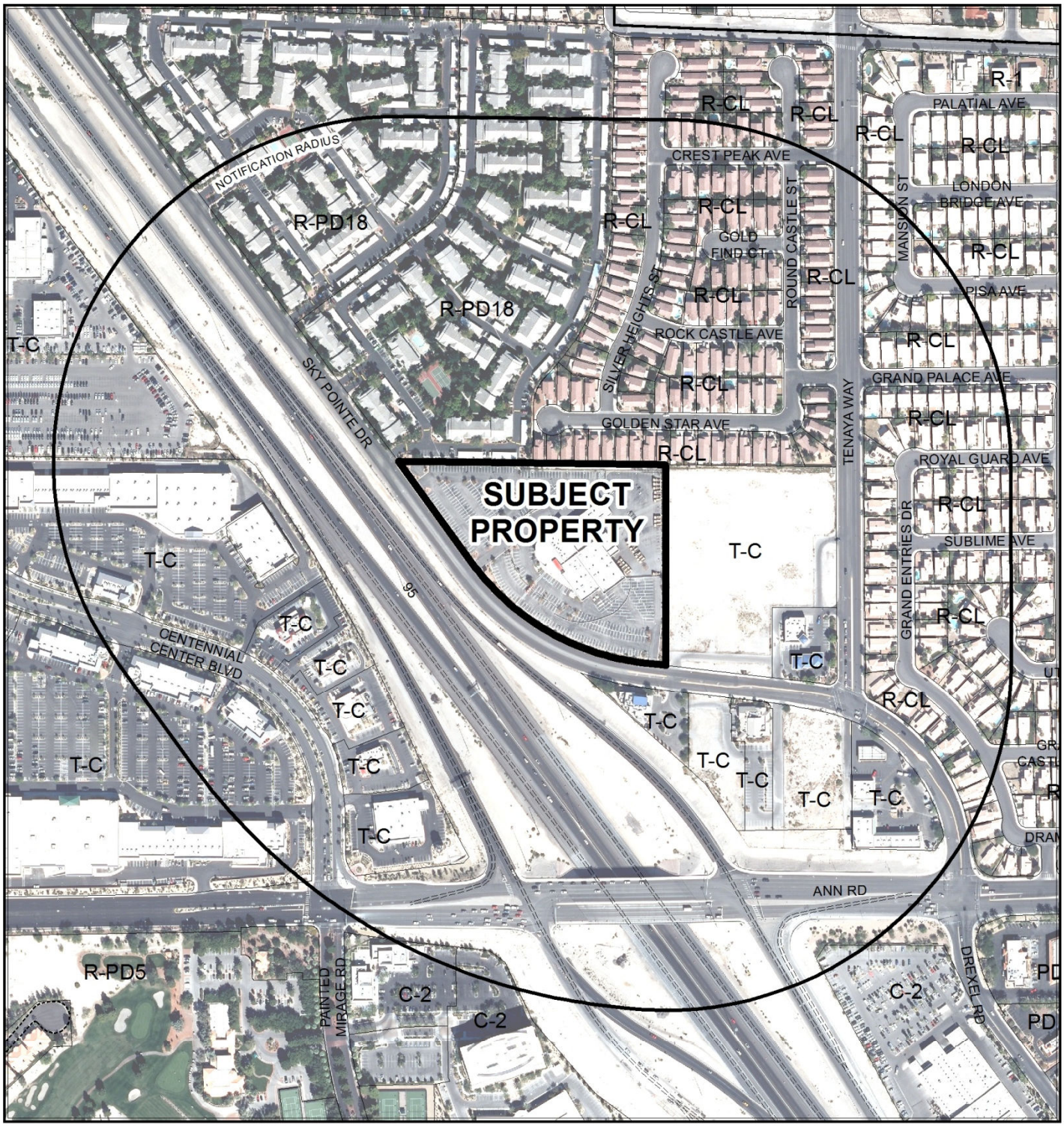
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-52243 - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - For possible action on a request for an Extension of Time of a Non-Conforming use FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross) [PRJ-52161]. Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. City Council Action Letter for EOT-47938
7. Protest

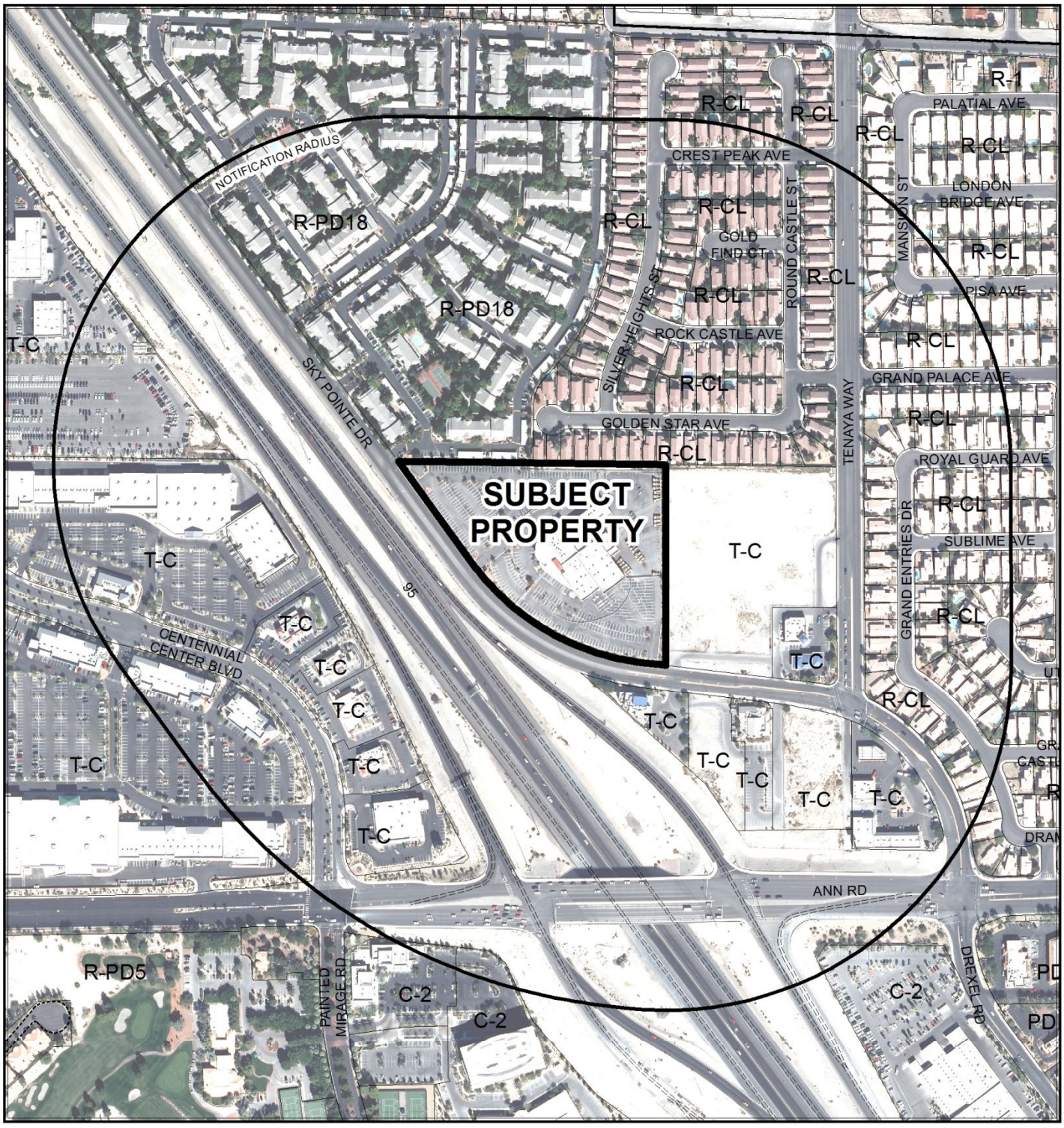


CASE: **EOT-52243 (PRJ-52161)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DESIGNATION



CASE: **EOT-52243 (PRJ-52161)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DESIGNATION

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GARDEN CITY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-52243	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

EOT-52243 CONDITIONS

Planning

1. This request for an Extension of Time of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive shall expire on January 8, 2015 unless another Extension of Time is approved by the City Council.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a fourth request for an Extension of Time of a non-conforming use for a former Automobile Dealership within the T-C (Town Center) zoning district at 5750 Sky Pointe Drive. On January 8, 2010, business license A16-01272 for an Automobile Dealership was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an Extension of Time as the poor economic climate in the area is not conducive to warrant the opening of a new Automobile Dealership at this time. As this is the fourth Extension of Time request and no progress has been made on securing another Motor Vehicle Dealership (New), staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/18/96	The City Council approved a request for an Aesthetic Review (AR-22-96) on property located on the east side of Rancho Road, north of Ann Road for a proposed 43,134 square-foot Auto Dealership. The Planning Commission recommended approval.
10/27/97	The City Council approved a request for Rezoning (Z-0088-97) from R-E (Residence Estates) to C-2 (General Commercial) of property located at 5750 Sky Pointe Drive. The Planning Commission recommended approval.
12/07/98	The City Council approved a request for Rezoning (Z-0076-98) on property located within the area designated Town Center on the northwest amendment to the General Plan from U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and PD to T-C (Town Center). The Planning Commission recommended approval.
07/26/00	The Department of Planning approved a request for an Administrative Site Development Plan Review [Z-0076-98(8)] on property located approximately 1,320 feet west of US-95 and 1,320 feet south of Centennial Parkway to allow a proposed Auto Dealership.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/09/02	The Planning Commission approved a request for a Site Development Plan Review and a reduction in the amount of required perimeter and parking lot landscaping [Z-0076-98(32)] for a proposed 48,562 square-foot new Auto Dealership on 7.11 acres located adjacent to the west side of Centennial Center Boulevard, approximately 2,400 feet north of Tropical Parkway.
06/27/02	The Planning Commission approved a request for a Site Development Plan Review [Z-0076-98(33)] for a new Auto Dealership on 3.99 acres located adjacent to the northwest corner of centennial Center Boulevard and Oso Blanca Road.
08/19/03	A Code Enforcement case (1651) was processed for trash and debris at 5750 Sky Pointe Drive. The case was resolved on 07/28/03.
02/20/04	A Code Enforcement case (10255) was processed for an Off-Premise Sign at 5750 Sky Pointe Drive. The case was resolved on 06/22/04.
02/02/05	A Code Enforcement case (25637) was processed for unpermitted signage at 5750 Sky Pointe Drive. The case was resolved on 07/06/05.
01/30/07	A Code Enforcement case (49864) was processed for temporary signs, banners and balloons on vehicles at 5750 Sky Pointe Drive. The case was resolved on 03/19/07.
05/14/07	A Code Enforcement case (53229) was processed for balloons on vehicles at 5750 Sky Pointe Drive. The case was resolved on 11/07/07.
06/05/07	The Town Center Architectural Design Committee approved a request for a Master Sign Plan (ARC-22217) for an approved Auto Dealership at 5750 Sky Pointe Drive.
06/06/08	A Code Enforcement case (66398) was processed for unpermitted signage at 5750 Sky Pointe Drive. The case was resolved on 06/27/08.
08/08/10	A Code Enforcement case (93424) was processed for graffiti on all sides of the building at 5750 Sky Pointe Drive. The case was resolved on 08/24/13.
02/16/11	The City Council approved a request for an Extension of Time (EOT-40646) of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive. Staff recommended approval.
04/04/12	The City Council approved a request for an Extension of Time (EOT-44638) of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive. Staff recommended approval.
07/19/12	A Code Enforcement case (117343) was processed for trash and debris in a rear drainage area at 5750 Sky Pointe Drive. The case was resolved on 08/23/12.
02/20/13	The City Council approved a request for an Extension of Time (EOT-47938) of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive. Staff recommended approval.
12/10/13	A Code Enforcement case (136099) was processed for trash and debris in a rear drainage area at 5750 Sky Pointe Drive. The case was resolved on 12/11/13.

Most Recent Change of Ownership	
01/05/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/10/97	A building permit (97014214) was issued for a Certificate of Occupancy for a Retail Auto Sales at 5750 Sky Pointe Drive. The permit was finalized on 03/31/98.
07/10/97	A building permit (97014215) was issued for on-sites only at 5750 Sky Pointe Drive. The permit was finalized on 02/06/98.
08/13/97	A building permit (97016641) was issued for retaining walls, chain link fencing and trash enclosure at 5750 Sky Pointe Drive. The permit was finalized on 10/27/97.
08/23/06	A business license (A16-01272) was issued for an Automobile Dealership at 5750 Sky Pointe Drive. The license was classified as out of business on 01/08/10.
01/06/09	A business license (R10-00934) was issued for a café/deli at 5750 Sky Pointe Drive. The license was classified as out of business on 01/08/10.
06/04/12	A building permit (212570) was process for chain link fencing and two 20-foot drive gates. The permit was never issued.
05/13/13	A building permit (235756) was processed for iron fence and gates at 5750 Sky Pointe Drive. The permit was finalized on 06/19/13.
08/08/13	A building permit (242351) was issued for a monument sign at 5750 Sky Pointe Drive. The permit has not been finalized.
12/12/13	A building permit (250623) was issued for electrical/opening switch gear for cleaning at 5750 Sky Pointe Drive. The permit was finalized on 12/18/13.

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	
12/24/13	Staff conducted a field check of the subject site and found the area surrounding the property neat and clean in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	7.02

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Government Facility	SC-TC [(Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
North	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
	Multi-Family Residential	M (Medium Density Residential)	R-PD18 (Residential Planned Development-18 Units per Acre)
South	Animal Hospital, Clinic or Shelter (with no Outside Pens)	SC-TC [(Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
East	General Retail Store, Other than Listed/Undeveloped	SC-TC [Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
West	US-95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the fourth request for an Extension of Time for a non-conforming use at 5750 Sky Point Drive. The automobile dealership is considered a non-conforming use within the SC-TC (Service Commercial- Town Center) zoning district as the use pre-dates the creation of Town Center regulations and standards. On January 8, 2010, business license A16-01272 for an Automobile Dealership was classified as out of business with no subsequent licenses applied for at the subject site. In accordance with Bill 2010-40, Ordinance 6114, the owner of property deemed abandoned for a period of time greater than the applicable abandonment period may request the abandonment period extended through an Extension of Time application. A public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an Extension of Time as the poor economic climate in the area is not conducive to warrant the opening of a new Automobile Dealership at this time. Bill 2010-40, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As this is the fourth Extension of Time request and no progress has been made on securing another Motor Vehicle Dealership (New), staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 246

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

EOT-52243 [PRJ-52161]

Case Number: EOT APN: 125-27-402-005

Name of Property Owner: Garden City, LLC

Name of Applicant: Renaldo M. Tiberti

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Renaldo M. Tiberti

Subscribed and sworn before me

State of Nevada
County of Clark

This 5 day of December, 2013

Erika Harris

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ERIKA HARRIS
Appt. No. 07-2307-1
My Appt. Expires June 21, 2016

PRJ-52161
12/18/13

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extention of Time

Project Address (Location) 5750 Sky Pointe Drive

Project Name EOT- United Dodgeland **Proposed Use** Motor Vehicle Sales

Assessor's Parcel #(s) 125-27-402-005 **Ward #** 6 - Ross

General Plan: existing x proposed ____ **Zoning:** existing x proposed ____

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 7.02 **Lots/Units** N/A **Density** N/A

Additional Information Closed Auto Dealership

PROPERTY OWNER Garden City, LLC **Contact** Renaldo M. Tiberti

Address 1806 Industrial Road **Phone:** (702) 248-4000 **Fax:** (702) 382-5361

City Las Vegas **State** NV **Zip** 89102

E-mail Address rmt@tiberti.com

APPLICANT Garden City, LLC **Contact** Renaldo M. Tiberti

Address 1806 Industrial Road **Phone:** (702) 248-4000 **Fax:** (702) 382-5361

City Las Vegas **State** NV **Zip** 89102

E-mail Address rmt@tiberti.com

REPRESENTATIVE ____ **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Renaldo Tiberti

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Renaldo M. Tiberti

Subscribed and sworn before me State of Nevada County of Clark

This 5th day of December, 20 13.

Erika Harris

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ERIKA HARRIS
Appt. No. 07-2307-1
My Appt. Expires June 21, 2016

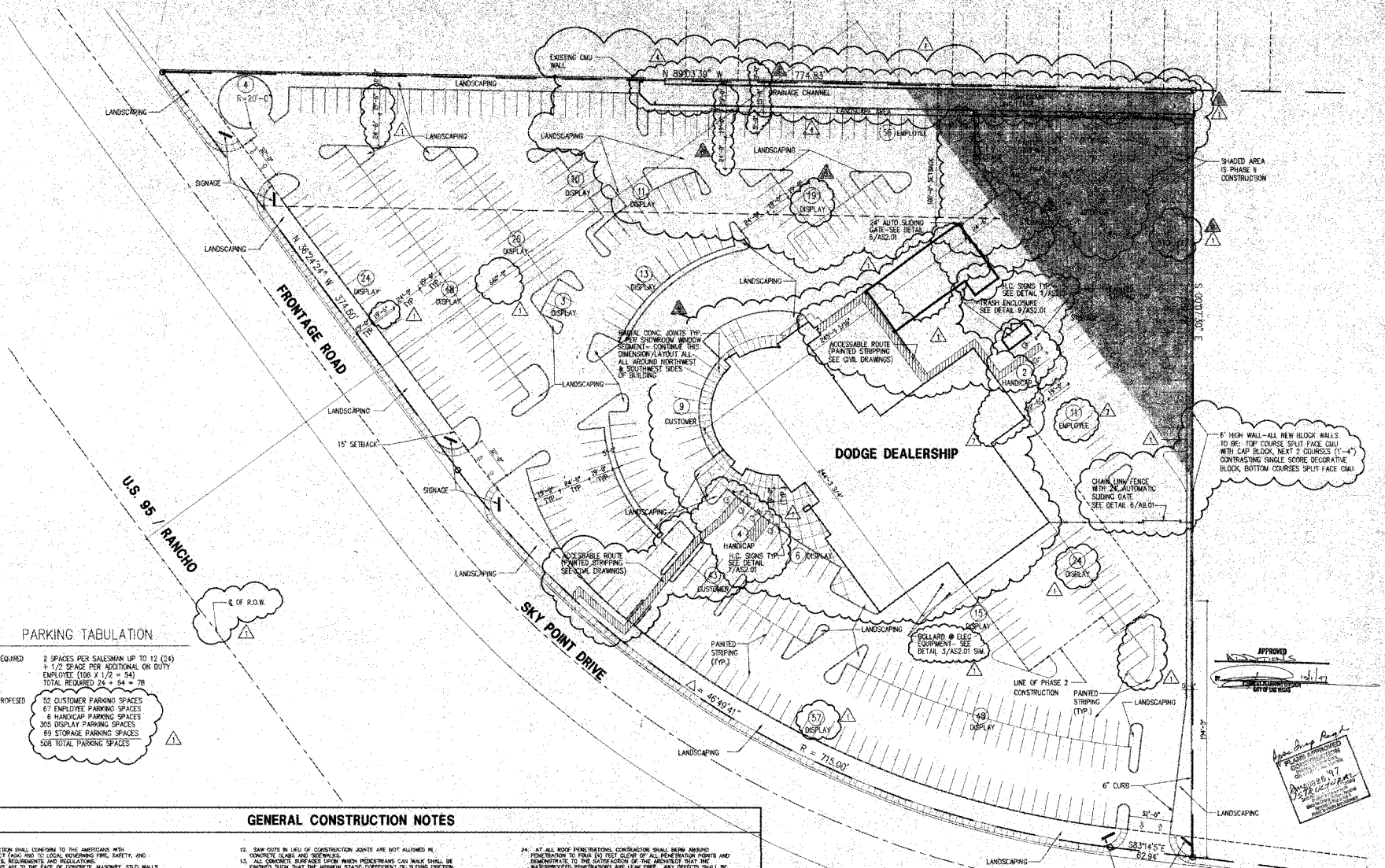
FOR DEPARTMENT USE ONLY

Case #	EOT-52243
Meeting Date:	01/22/14
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning and found to comply with applicable sections of the Zoning Ordinance.

PRJ-52161
12/18/13

Revised 10/27/08



PARKING TABULATION

REQUIRED 2 SPACES PER SALESMAN UP TO 12 (24) + 1/2 SPACE PER ADDITIONAL ON DUTY EMPLOYEE (108 X 1/2 = 54) TOTAL REQUIRED 24 + 54 = 78

PROPOSED
52 CUSTOMER PARKING SPACES
67 EMPLOYEE PARKING SPACES
6 HANDICAP PARKING SPACES
365 DISPLAY PARKING SPACES
69 STORAGE PARKING SPACES
508 TOTAL PARKING SPACES

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND TO LOCAL NOWORNING FIRE, SAFETY, AND BUILDING CODES, REQUIREMENTS AND REGULATIONS.
2. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE, MASONRY, STUD WALLS, OR CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE.
3. ASBESTOS OR ASBESTOS CONTAINING PRODUCTS ARE NOT ALLOWED IN ANY ASPECT OF THIS CONSTRUCTION.
4. COORDINATE ALL DISCIPLINES AND ALL ASPECTS OF WORK. CONFLICTS AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
5. ALL FINISH ELEVATIONS ARE TO TOP OF WALKS, GRADE, PAVING, WALLS, ROOFS, ETC. UNLESS OTHERWISE NOTED.
6. ALL GROUND PREPARATION SHALL BE IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN A COPY OF THIS REPORT.
7. ALL CONCRETE SURFACES WHICH RECEIVE A SPECIAL FINISH, FLOOR COVERING, COATINGS, HARDENERS, ETC. SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFIC FINISH MANUFACTURERS SPECIFICATIONS, RECOMMENDATIONS AND INSTRUCTIONS. PRIOR TO APPLICATION OF A SPECIAL FINISH, A WRITTEN ACCEPTANCE OF THE SURFACE SHALL BE SUBMITTED TO THE ARCHITECT BY THE GENERAL CONTRACTOR.
8. ALL CONCRETE WALKS, STEPS, CURBS AND EQUIPMENT PADS SHALL HAVE A BROOM FINISH.
9. ALL EXTERIOR CONCRETE APRONS SHALL HAVE A HEAVY BROOM FINISH.
10. CONTRACTOR SHALL PROVIDE 4" RAISED CONCRETE HOUSEKEEPING PAD AT ALL LOCKERS. COORDINATE EXACT SIZE REQUIREMENTS WITH EQUIPMENT TO BE INSTALLED.
11. SLOPE ALL CONCRETE SURFACES ADJACENT TO THE BUILDING AWAY FROM THE BUILDING.
12. SAW CUTS IN LIEU OF CONSTRUCTION JOINTS ARE NOT ALLOWED IN CONCRETE SLABS AND SIDEWALKS.
13. ALL CONCRETE SURFACES UPON WHICH PEDESTRIANS CAN WALK SHALL BE FINISHED SUCH THAT THE MINIMUM STATIC COEFFICIENT OF SLIDING FRICTION BETWEEN THE SURFACE AND NORMAL HARD-SOLED SHOES = 0.8 AND 0.6 AT RAMPS.
14. ALL CONCRETE AND MASONRY CONNECTIONS AND JOINTS SHALL BE COMPLETELY SEALED AND WATERPROOFED WITH BACKER ROD AND SEALANT AS RECOMMENDED AND SPECIFIED BY MANUFACTURER FOR EACH SPECIFIC APPLICATION.
15. ALL CONCRETE FLOORS SHALL BE COMPLETELY CAULKED AND SEALED.
16. CONTRACTOR SHALL COORDINATE ALL CONCRETE SLABS TO SLOPE AWAY FROM BUILDING, TO SLOPE TOWARD DRAINS, TO RECESS FOR TILE APPLICATIONS, ETC.
17. ALL CONCRETE BLOCK SURFACES ADJACENT TO SOIL BERMS AND PLANTERS SHALL BE PROVIDED WITH A MONOLITHIC WATERPROOF SYSTEM EXTENDING FROM BOTTOM OF FOOTING TO 6" ABOVE SOIL.
18. ALL PLANTER AND RETAINING WALLS SHALL BE CONSTRUCTED WITH 3/4" DIAMETER PVC WEEP HOLES AT 10'-0" O.C. MAXIMUM.
19. ALL EXPOSED WELDS SHALL BE GROUND SMOOTH AND FINISHED WITH NO PITS FOR ARCHITECTURAL APPEARANCE.
20. ALL EXPOSED METAL SURFACES THAT ARE NOT PREFINISHED ARE TO BE PAINTED.
21. PROVIDE SOLID BLOCKING AND ANCHORAGE FOR CEILING AND WALL MOUNTED EQUIPMENT.
22. ALL SHEET METAL FLASHINGS ARE TO BE IN ACCORDANCE WITH ARCHITECTURAL SHEET METAL MANUAL AS PRODUCED BY SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA).
23. PROVIDE ISOLATION AND/OR APPROPRIATE COATING BETWEEN ALL DISSIMILAR METALS.
24. AT ALL ROOF PENETRATIONS, CONTRACTOR SHALL BERM AROUND PENETRATION TO FOUR (4) FEET CLEAR OF ALL PENETRATION POINTS AND DEMONSTRATE TO THE SATISFACTION OF THE ARCHITECT THAT THE WATERPROOFED PENETRATIONS ARE LEAK FREE. ANY DEFECTS SHALL BE CORRECTED AND TEST REPEATED UNTIL SATISFACTORY.
25. ALL GORRUGATED WALLS, FIRE RATED WALLS AND SOUND WALLS SCHEDULED TO RECEIVE SOUND INSULATION SHALL BE PER DRAWINGS. ALL OTHER STUD PARTITIONS SHALL TERMINATE AT ABOVE THE CEILING LINE AND BE BRACED AT 48" O.C. WITH DIAGONAL BRACING TO THE STRUCTURE.
26. ALL CERAMIC AND QUARRY TILE SHALL BE INSTALLED PER THE HANDBOOK FOR CERAMIC INSTALLATION FOLLOW RECOMMENDATIONS FOR EACH SPECIFIC APPLICATION.
27. ALL TRANSITIONS BETWEEN CERAMIC FLOOR TILE TO ADJACENT FLOORING MATERIALS AT TOILET ROOM DOORS TO HAVE A MARBLE THRESHOLD (M.T.).
28. ALL TILE GROUT JOINTS SHALL BE SEALED (NOT WATERPROOFED) AND HARDENED IN STRICT ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
29. ALL WINDOW STOPS SHALL BE MITERED AND ALIGNED. REMOVABLE STOPS SHALL BE INTERIOR TO THE BUILDING.
30. CONTRACTOR SHALL FIELD VERIFY DIMENSIONALLY ALL OPENINGS PRIOR TO MANUFACTURING WINDOW AND DOOR FRAMES.
31. ALL DOOR AND FRAME ASSEMBLIES AND INSTALLATIONS SHALL BE IN STRICT ACCORDANCE WITH UNIFORM LIFE SAFETY CODES GOVERNING EGRESS. ALL EXTERIOR DOORS SHALL BE COMPLETE WITH PROPER THRESHOLDS, ASTRAGALS, WEATHERSTRIPPING, HOLDS AND DOOR BOTTOMS.
32. FIRE EXTINGUISHER LOCATIONS TO BE FINALIZED BY THE LOCAL FIRE DEPARTMENT. LOCATIONS SHOWN ON THE DRAWINGS ARE FOR REFERENCE ONLY.
33. COATINGS MUST COMPLY WITH ALL LOCAL AND FEDERAL LAWS GOVERNING VOLATILE ORGANIC COMPOUNDS AND ALL EPA RECOMMENDATIONS.
34. PROVIDE CAULKING AND/OR SEALANT AT ALL JOINING CONDITIONS OF DISSIMILAR MATERIALS.

SITE PLAN
SCALE: 1"=30'
REFER TO CIVIL DWGS. FOR SITE INFORMATION

NORTH

PRJ52161
12/18/13
CITY OF LAS VEGAS CENTRAL PERMITS

EOT-52243 [PRJ-52161]

REVISION
A 08/97 A 09/97

TOM SAITTA'S DODGE DEALERSHIP

SITE PLAN

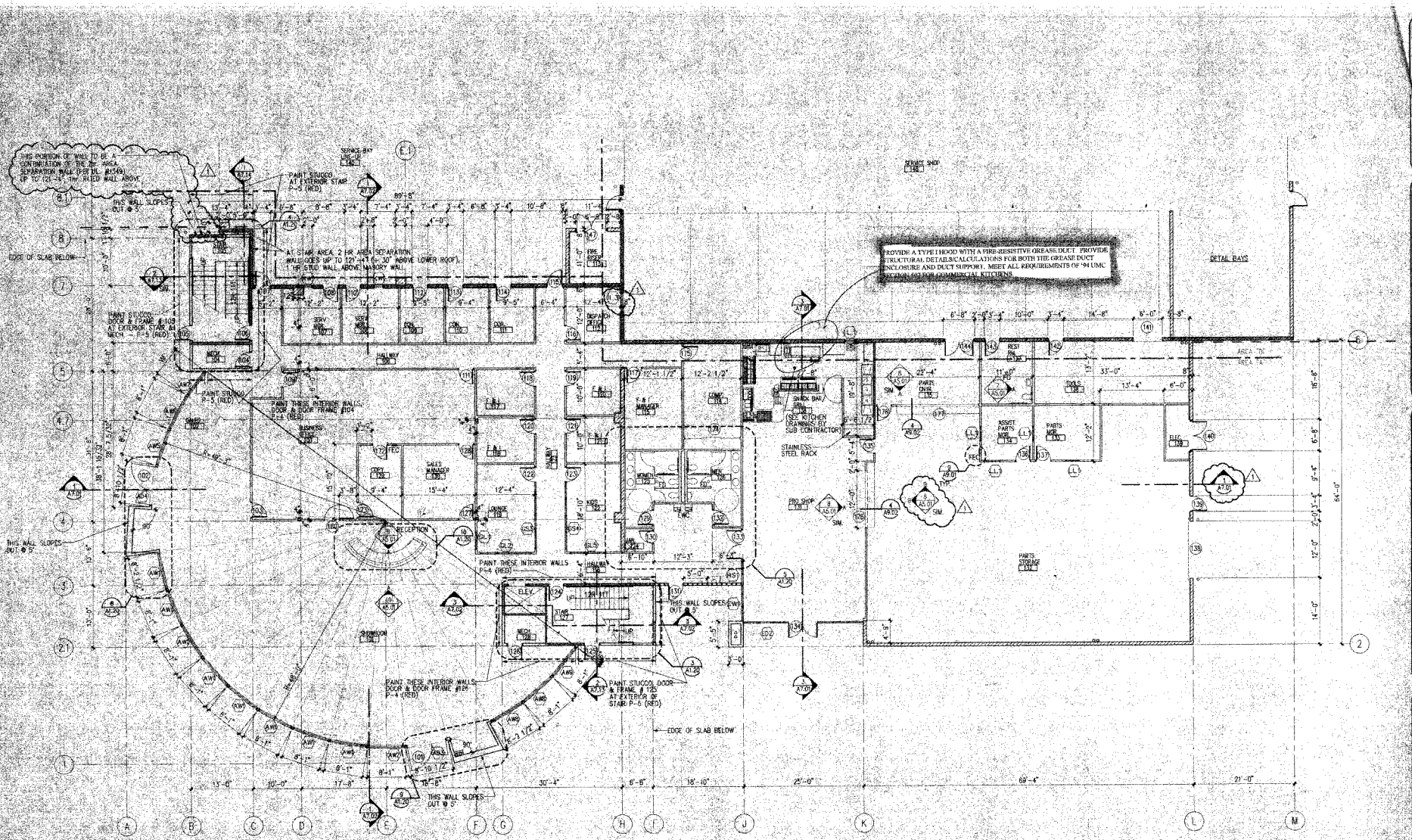
C-113-97

Architecture Planning
2480 EAST TROPICANA AVENUE SUITE 222
LAS VEGAS, NEVADA 89121
(702) 435-1150

WELLS PUSKAR ARCHITECTS

PROJECT NO. WP-9618
DATE 05/14/97
DRAWN BY TEG
CHECKED BY DP

SHEET NO.
AS1.01



FLOOR PLAN - AREA "A"

SCALE: 1/8"=1'-0"

NOTE: FINISH FLOOR @ THIS AREA = 100'-0" = 64'6" ON CIVIL DWGS.

NORTH

LEGEND:

CMU WALL - (2 HR. RATED SOLID GROUTED AREA SEPARATION WALL ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 6). PROVIDE 5/8" GYP. BD. OVER 2" STUDS AND RIGID INSULATION @ INTERIOR SURFACE WHERE SHOWN ON PLANS. SPLIT FACE @ EXTERIOR SURFACE. - SEE STRUCTURAL DWGS. FOR SIZE & REINF.

INTERIOR STUD WALLS WITH 5/8" TYPE "X" GYPSUM BOARD BOTH SIDES OF 2X4 STUDS @ 16" O.C. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS, PER UBC TABLE 7-B # 12-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES. - PROVIDE FINISHES PER FINISH SCHEDULE.

STUD WALLS - 2X6 WOOD STUDS @ 16" O.C. WITH 7/8" STUCCO FINISH OVER WOOD SHEATHING @ EXTERIOR LOCATIONS; 5/8" TYPE "X" GYPSUM BOARD @ INTERIOR LOCATIONS. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 17-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES. - PROVIDE FINISHES PER INTERIOR FINISH SCHEDULE.

STEEL STUD WALL - 6" METAL STUDS @ 16" O.C. W/ 7/8" STUCCO FINISH OVER SHEATHING EXTERIOR, 5/8" TYPE "X" GYP. BD. @ INTERIOR LOCATIONS (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 16). - PROVIDE FINISHES PER FINISH SCHEDULE SEE STRUCTURAL DWGS. FOR ADDITIONAL REQUIREMENTS.

PLANS APPROVED CONSTRUCTION JUN 03 '97

RECEIVED MAY 23 2007 PLANNING DEPARTMENT

PRJ-52161 12/18/13

TOM SAITTA'S DODGE DEALERSHIP

FLOOR PLAN - AREA "A"

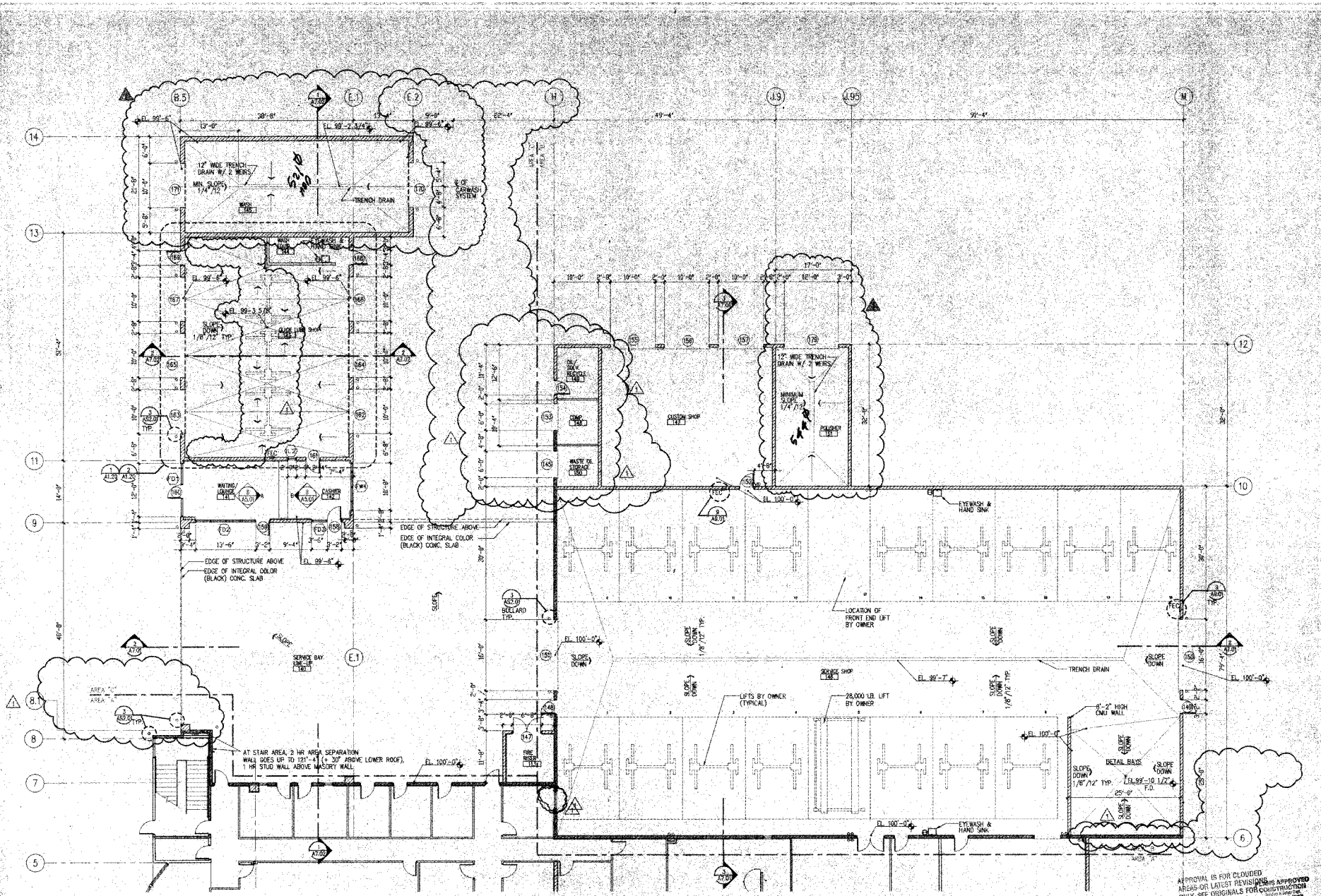
REVISIONS

1	05/10/97

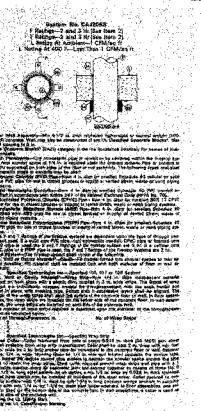
Architects: WILLIS ROSSI ARCHITECTS
2460 EAST TROPICANA AVENUE, SUITE 222
LAS VEGAS, NEVADA 89121
(702) 435-7150

JOB NO.	WP-0618
DATE	03/14/97
DRAWN BY	IGUARRA
CHECKED BY	DP
SHEET NO.	A1.10

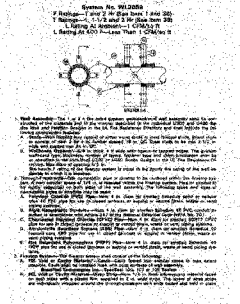
EOT-52243 [PRJ-52161]



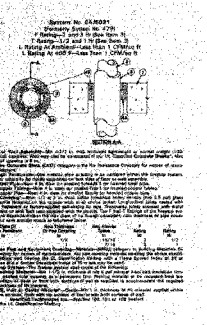
EOT-52243 [PRJ-52161]



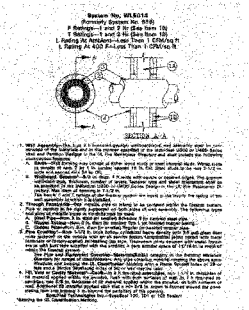
COMBUSTABLE PENATRANT THRU RATED MASONRY WALL



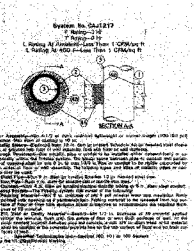
COMBUSTABLE PENATRANT THRU RATED STUD WALL



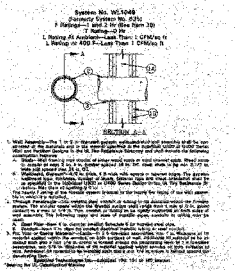
INSULATED PENATRANT THRU RATED MASONRY WALL



INSULATED PENATRANT THRU RATED STUD WALL

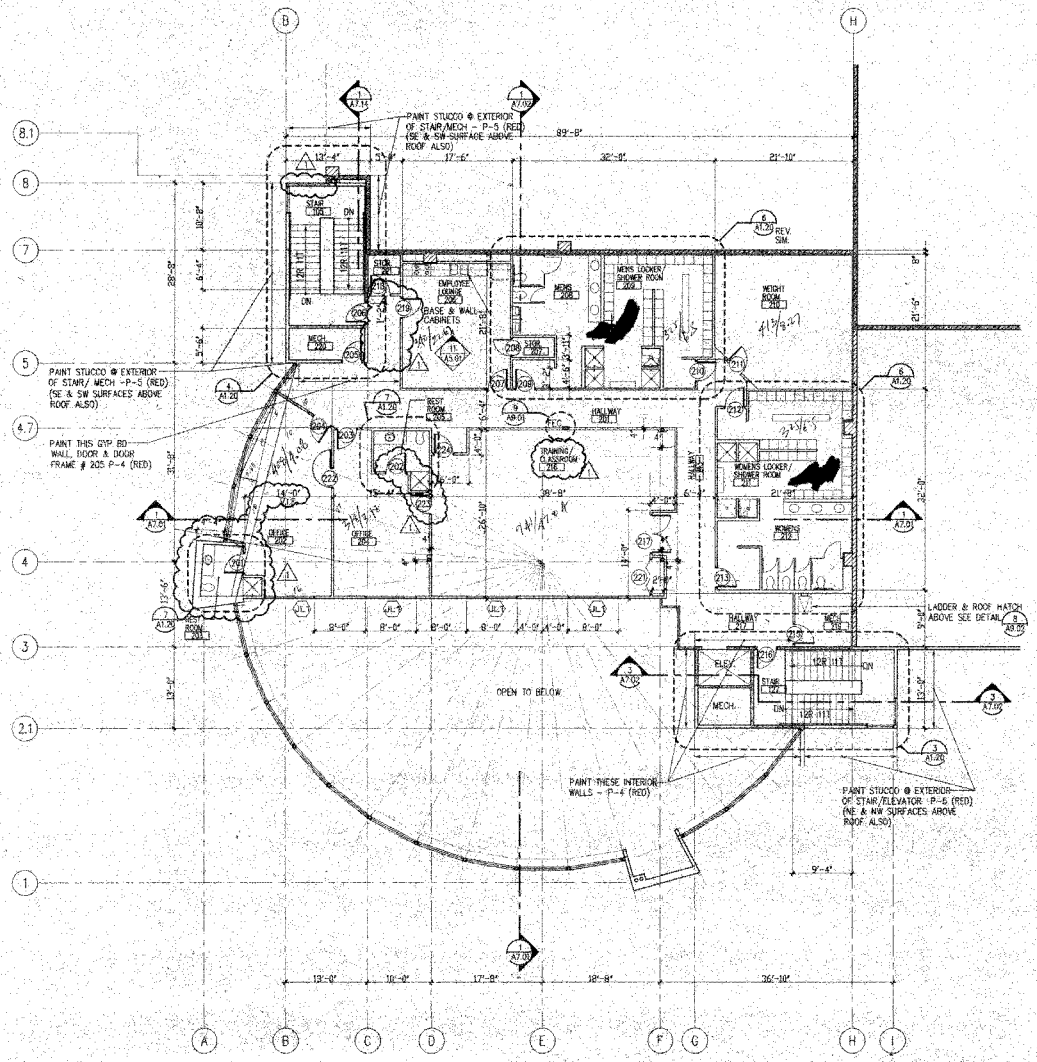


NON COMBUSTABLE PENATRANT THRU RATED MASONRY WALL



NON COMBUSTABLE PENATRANT THRU RATED STUD WALL

RATED PENETRATION DETAILS



APPROVED U.L. LISTED (OR APPROVED EQUAL) HEAD OF WALL DETAILS ARE REQUIRED FOR ALL RATED WALL TERMINATIONS AT FLOOR/CEILING, CEILING, AND/OR ROOF/CEILING ASSEMBLIES.

FLOOR PLAN - SECOND LEVEL

SCALE 1/8"=1'-0"

NORTH

LEGEND:

CMU WALL-(2 HR RATED SOLID GROUTED AREA SEPARATION WALL ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 6) - PROVIDE 5/8" GYP. BD. OVER 2" STUDS AND RIGID INSULATION @ INTERIOR SURFACE WHERE SHOWN ON PLANS. SPLIT FACE - @ EXTERIOR SURFACE. - SEE STRUCTURAL DWGS. FOR SIZE & REINF.

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PLANS APPROVED CONSTRUCTION DEPARTMENT Date: JUN 0 3 1997

DAVID G. PUGSLEY No. 5891 REGISTERED ARCHITECT STATE OF NEVADA

REVISION
1 05/16/97

TOM SAITTA'S DODGE DEALERSHIP

FLOOR PLAN - SECOND LEVEL

Architecture Design Planning
2480 EAST TROPICANA AVENUE, SUITE 222
LAS VEGAS, NEVADA 89121
(702) 435-1150
WILLIS PUGSLEY ARCHITECTS

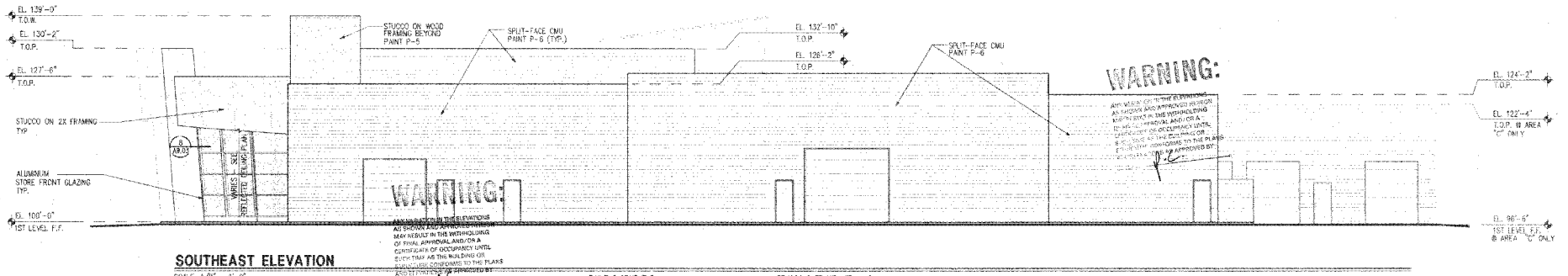
PROJECT NO.	WP-9616
DATE:	03/14/97
DRAWN BY:	IBARRA
CHECKED BY:	DP

SHEET NO.

A1.12

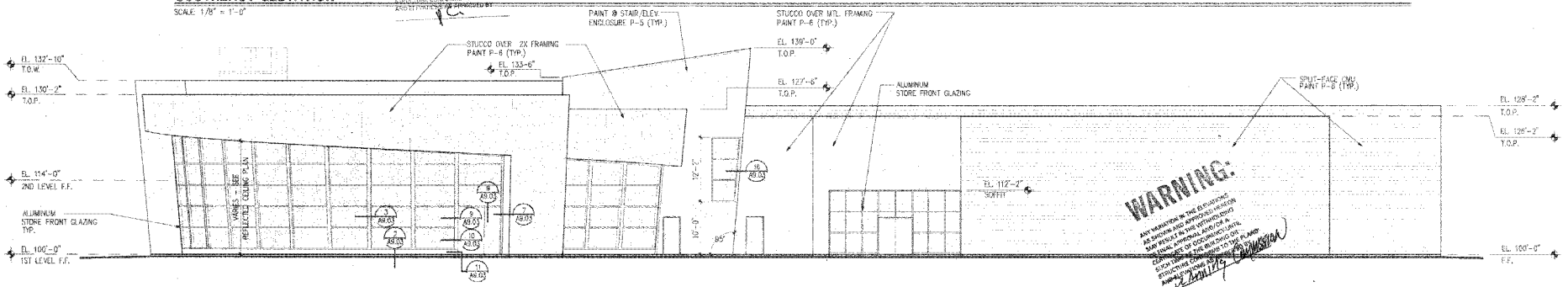
PRJ-52161
12/18/13

EOT-52243 [PRJ-52161]



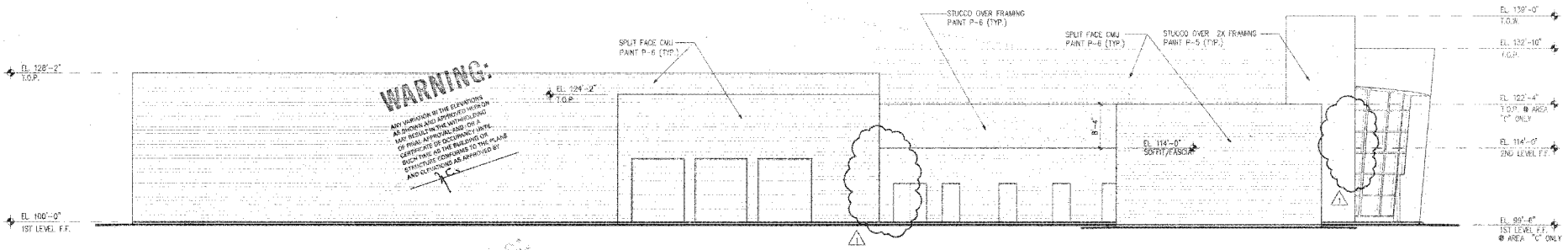
SOUTHEAST ELEVATION

SCALE: 1/8" = 1'-0"



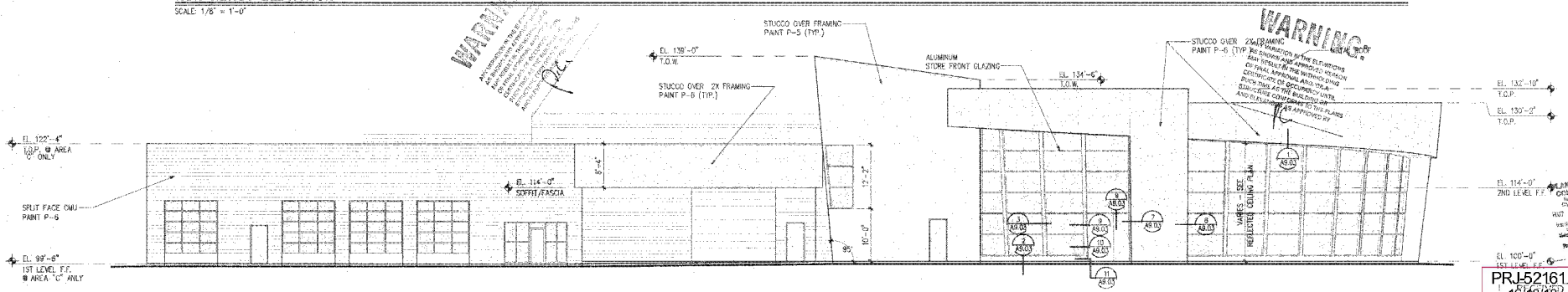
SOUTHWEST ELEVATION

SCALE: 1/8" = 1'-0"



NORTHEAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTHWEST ELEVATION

SCALE: 1/8" = 1'-0"

NOTE: VERIFY SIGNAGE LOCATIONS & REQUIREMENTS W/OWNER.

EOT-52243 [PRJ-52161]

REVISION
05/16/97

TOM SAITTA'S
DODGE DEALERSHIP

EXTERIOR ELEVATIONS

Architecture: Design Planning
2480 EAST TOMPKINS AVENUE, SUITE 222
LAS VEGAS, NEVADA 89121 (702) 435-1150
WELLS PHINNEY ARCHITECTS

LAND APPROVED CONSTRUCTION
SHEET NO. WP-9616
03/14/97
IBARRA
DD

PRJ-52161
12/18/13

SHEET NO.
A6.01

EOT-52243 [PRJ-52161] - APPLICANT/OWNER: GARDEN CITY, LLC
5750 SKY POINTE

12/24/13

EOT-52243 [PRJ-52161] - APPLICANT/OWNER: GARDEN CITY, LLC
5750 SKY POINTE

12/24/13

EOT-52243 [PRJ-52161] - APPLICANT/OWNER: GARDEN CITY, LLC
5750 SKY POINTE

12/24/13

EOT-52243 [PRJ-52161] - APPLICANT/OWNER: GARDEN CITY, LLC
5750 SKY POINTE

12/24/13

TIBERTI MANAGEMENT
COMPANY

December 3, 2013

Doug Rankin, AICP
City of Las Vegas
Department of Planning and Development
333 North Rancho Drive
3rd Floor
Las Vegas, Nevada 89106

RE: 5750 Sky Pointe Drive
Assessors Parcel #125-27-407-005
Lot 3-1, Parcel Map File 87, Page 61

Dear Mr. Rankin,

Please accept this letter as my request to extend the Special Use Permit for Motor Vehicle Sales (New). The city is aware that the Chrysler Corporation revoked the dealership as a part of their bankruptcy. Now would not be timely due to economic and other reasons to institute a new car dealership at this location. We are making this request to preserve our use and viability of this property. I have enclosed the fee for the extension of time. I would request a minimum of two (2) years until our next review.

Thanking you in advance for your attention to this matter. You may feel free to contact me at the following numbers:

1. (702) 248-4000 p.m.
2. (702) 405-3101 a.m.
3. (702) 501-4545 cell

Sincerely,

Renaldo M. Tiberti

RMT/dcm

EOT-52243 [PRJ-52161]

PRJ-52161
12/18/13

1806 Industrial Road • Las Vegas, NV 89102
Telephone: 702.248.4000 • Fax: 702.382.5361
Email: Property@Tiberti.com • Web: TibertiManagement.com

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

February 21, 2013

Garden City, LLC
5750 Sky Pointe Drive
Las Vegas, NV 89109

RE: EOT-47938 – EXTENSION OF TIME
CITY COUNCIL MEETING OF FEBRUARY 20, 2013

Dear Applicant:

The City Council at a regular meeting held February 20, 2013, APPROVED the request for an Extension of Time of a Non-Conforming use FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 21, 2013. This approval is subject to:

Planning

1. This request for an Extension of Time of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive shall expire on January 8, 2014 unless another extension of time is approved by the City Council.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, 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

EOT-52243 [PRJ-52161]

PRJ-52161
12/18/13

Nora Lares

From: Carman Burney
Sent: Monday, January 06, 2014 1:55 PM
To: Nora Lares
Subject: FW: EOT-47938

Follow Up Flag: Follow up
Flag Status: Flagged

Protest for 01/22 CC

CARMAN BURNEY | Agenda Technician | Case Planning Division
☎: 702-229-6897 | 🖷: 702-464-7499 |📣:cburney@lasvegasnevada.gov

"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

---

From: Daniel Donley
Sent: Monday, January 06, 2014 12:11 PM
To: Carman Burney
Subject: EOT-47938

Diane Giordmaina,

Diane has call me and is opposed to the renew of the EOT-47938.

1312 Karilee ct
Las Vegas, NV 89146

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

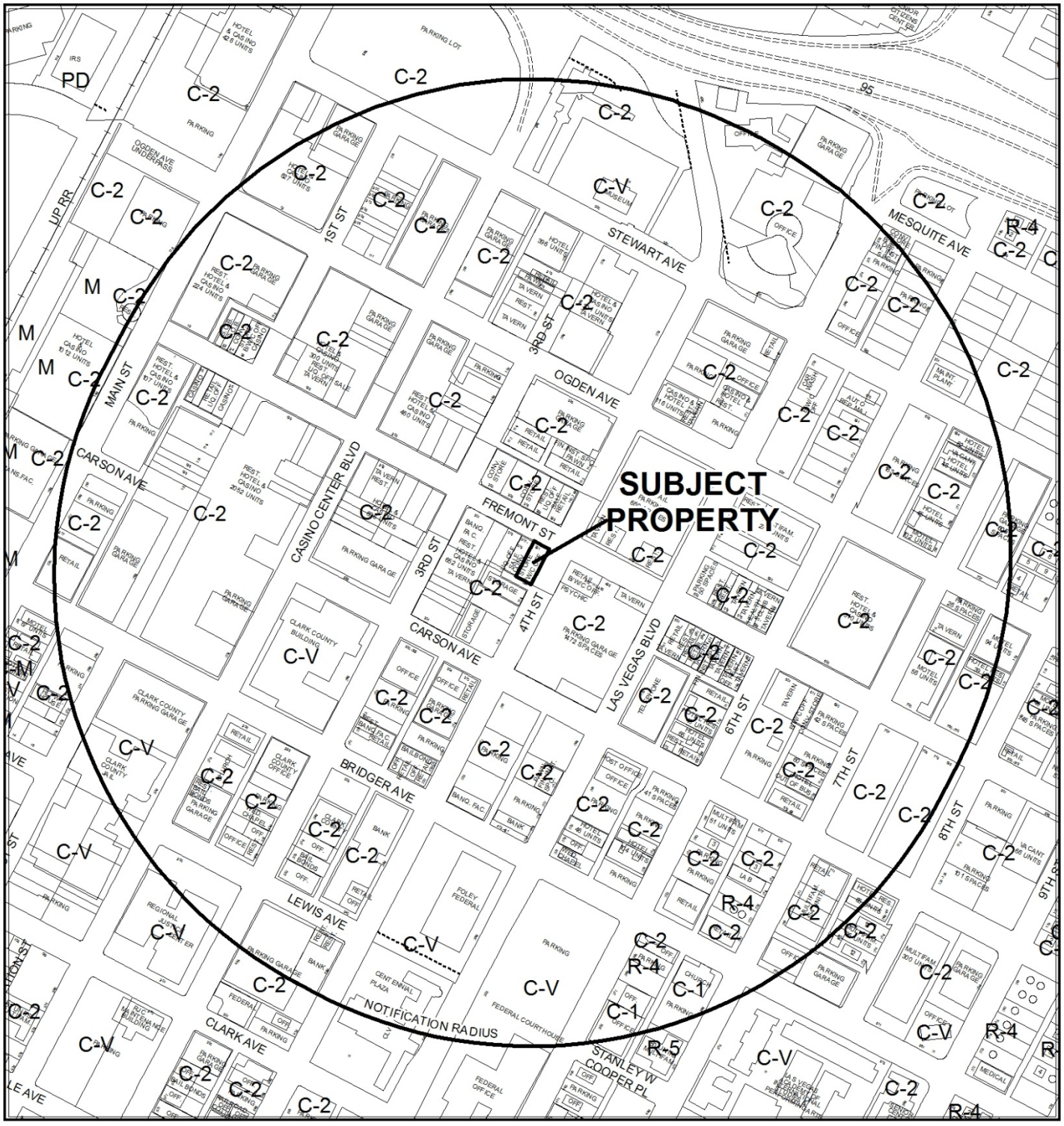
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-51477 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: L'CHAIM WESTERN VILLAGE PROPERTY, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-33731) FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 321 Fremont Street (APN 139-34-610-010), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

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, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. City Council Action Letter for SUP-33731



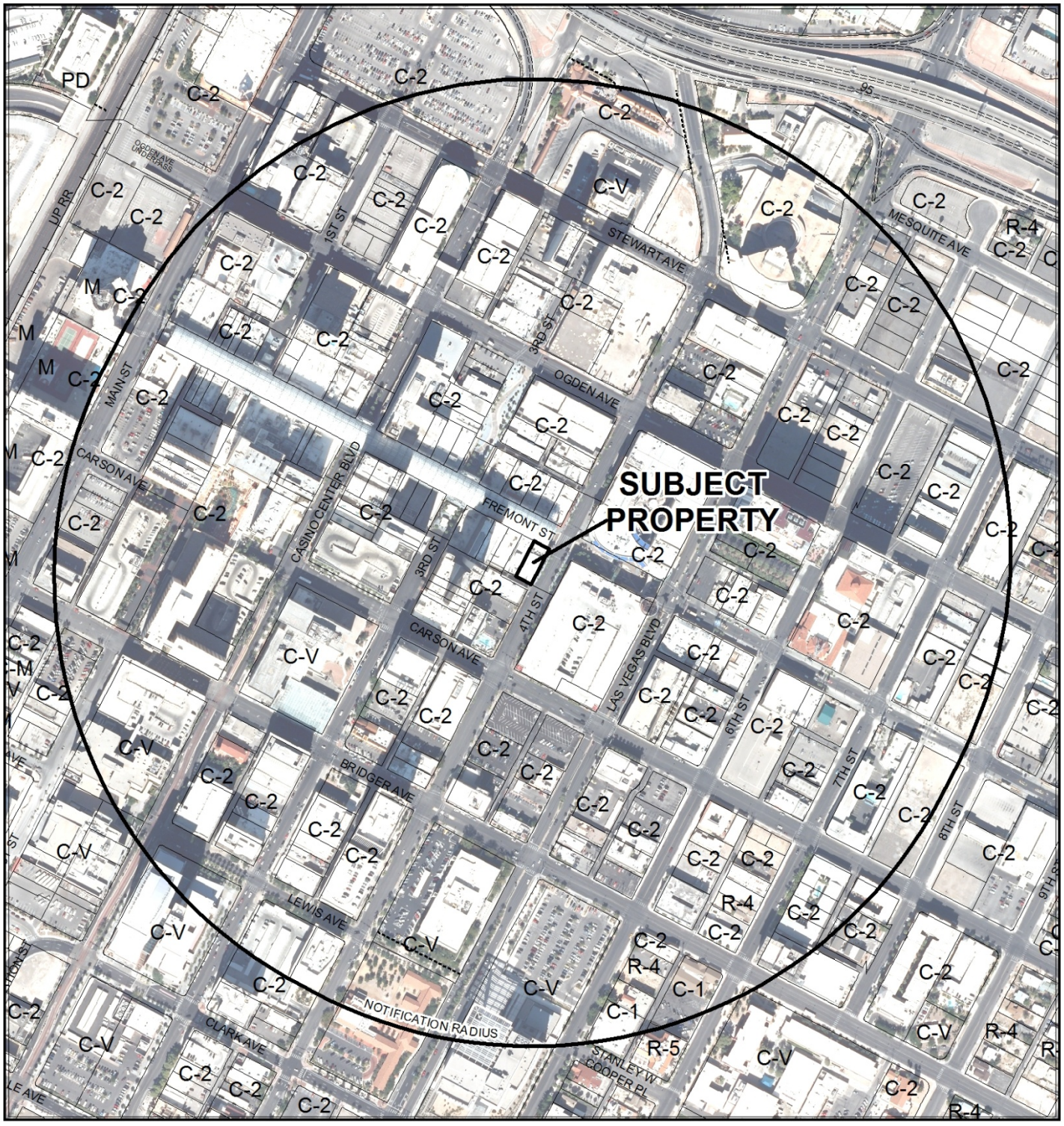
0 300 600 Feet

CASE: **RQR-51477**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



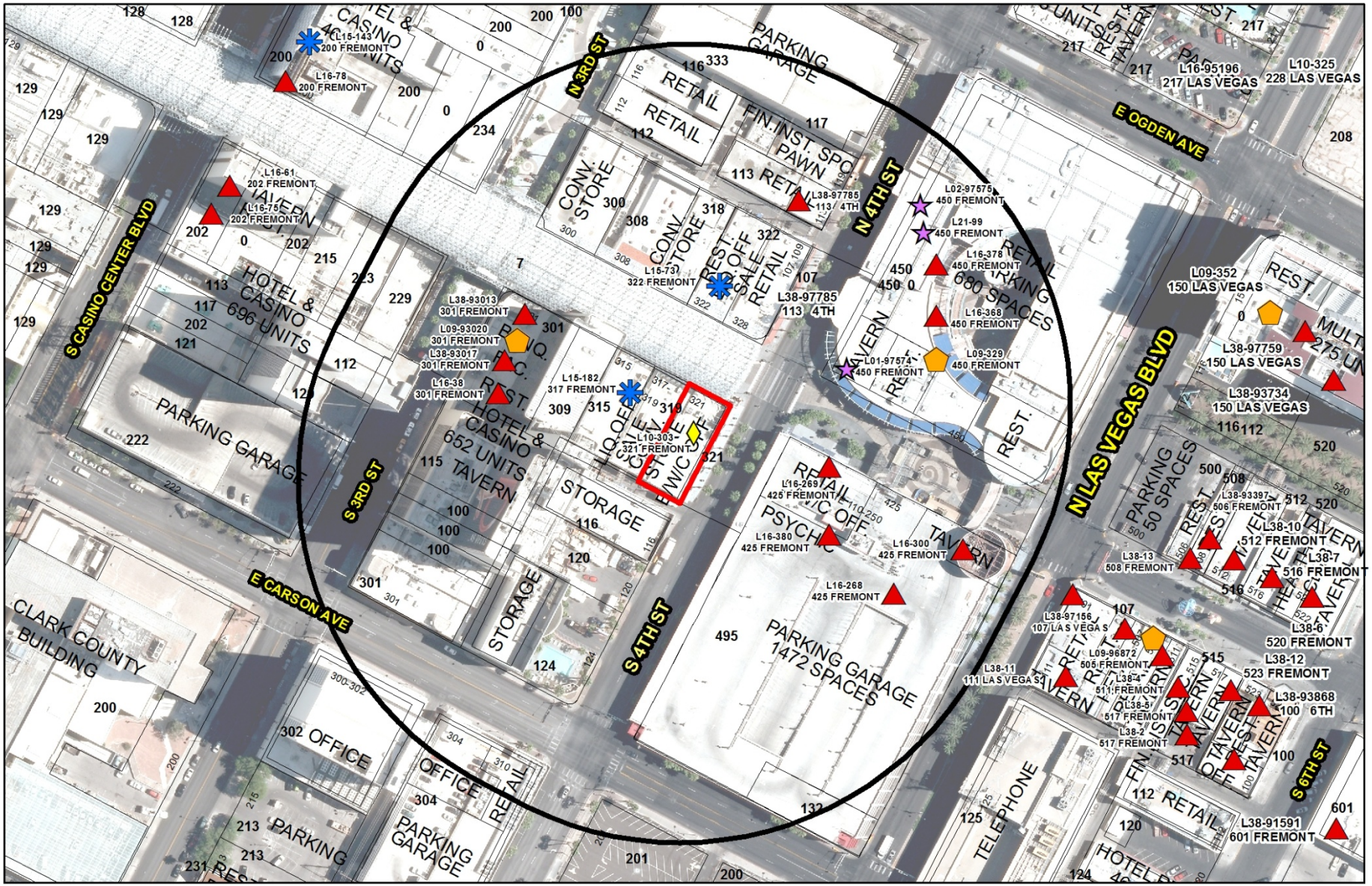
0 300 600 Feet

CASE: **RQR-51477**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



RQR-51477

Beer/Wine/Cooler Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Restaurant WIth Liquor/ Restaurant Service Bar
- Beer/Wine/Cooler Off-Sale
- Package Liquor Off-Sale
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility

- Subject Property
- 400 foot buffer

N

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

Date: Thursday, October 17, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: L'CHAIM WESTERN VILLAGE PROPERTY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-51477	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

RQR-51477 CONDITIONS

Planning

1. Conformance to the conditions for Special Use Permit (SUP-33731).

2. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of a previously approved Special Use Permit (SUP-33731) for a proposed Beer/Wine/Cooler Off-Sale Establishment use within an existing 5,000 square-foot General Retail Store, Other than Listed at 321 Fremont Street. The building at 321 Fremont Street was constructed in 1954. On November 20, 2008 a building permit (119927) was issued for a Certificate of Occupancy and finalized on June 29, 2009. A business license (L10-00303) was issued for Beer/Wine/Cooler Off-Sale on November 19, 2009. The applicant has obtained the appropriate business licenses and has incurred a few calls for service by the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business. The applicant has experienced three business licenses enforcement cases related to alcohol, therefore; staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bound by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south. The Planning Commission and staff recommended approval of the request.
12/18/97	The City Council approved an Aesthetic Review (AR-0017-96) for a proposed exterior remodel to the existing retail business at 321 Fremont Street. The Planning Commission and staff recommended approval.
05/20/09	The City Council approved a Special Use Permit (SUP-33731) for a Beer/Wine/Cooler Off-Sale use at 321 Fremont Street. The Planning Commission and staff recommended approval.
09/25/13	A code enforcement case (133782) was processed for banners and temporary signs along the front and side of the building at 321 Fremont Street. The case was resolved on 10/15/13.

Most Recent Change of Ownership	
12/13/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/09/98	A building permit (98002584) was issued for an exterior remodel at 321 Fremont Street. The permit was finalized on 04/15/99.
01/19/99	A building permit (99001051) was issued for an exterior remodel at 321 Fremont Street. The permit was finalized on 04/15/99.
06/01/09	A business license (C05-02590) was issued for a Tobacco Dealer at 321 Fremont Street. The license remains active at this location.
	A business license (C15-00372) was issued for a Convenience Store/Gift Shop at 321 Fremont Street. The license remains active at this location.
	A business license (I12-00031) was issued for Internet Computers at 321 Fremont Street. The license was expired on 09/18/13.
11/20/08	A building permit (119927) was issued for a Tenant Improvement for a Certificate of Occupancy at 321 Fremont Street. The permit was finalized on 06/29/09.
11/19/09	A business license (L10-00303) was issued for a Beer/Wine/Cooler Off-Sale use at 321 Fremont Street. The license remains active at this location.
02/05/10	A business license enforcement notice of violation (575878) was processed for beer/coolers within 10 feet of the entrance at 321 Fremont Street. The case was resolved on 02/17/10.
10/26/11	A business license enforcement notice of violation (711146) was processed for allowing on-premise consumption and no Off-Sales signs posted at 321 Fremont Street. The case was resolved on 12/06/11.
06/07/12	A business license enforcement case (115433) was processed for an unlicensed Hand Billers at 321 Fremont Street. The case was resolved on 06/21/12.
06/26/12	A business license (M21-00978) was issued for a Tour Broker at 321 Fremont Street. The license remains active at this location.
09/17/12	A routine business license (117285) inspection was conducted at 321 Fremont Street, with no violations noted.
01/09/13	A building permit (227287) was issued for an interior remodel at 321 Fremont Street. The permit has not been finalized.
04/29/13	A building permit (234521) was issued for wall signs at 321 Fremont Street. The permit has not been finalized.
05/13/13	A business license (G50-09002) was issued for General Retail Sales at 321 Fremont Street. The license remains active at this location.
09/20/13	A business license enforcement case (133681) was processed for allowing on premise consumption of alcoholic beverages at 321 Fremont Street. A $250.00 civil fine was assessed; the case is currently open.
10/29/13	A business license enforcement case (134928) was processed for a meeting to discuss new conditions to sell package liquor at establishments. The case was resolved on 10/29/13.

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	
12/24/13	Staff conducted a field check of the subject site and found the area clean and neat in appearance.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store, Other than Listed	C (Commercial)	C-2 (General Commercial)
North	General Retail Store, Other than Listed	C (Commercial)	C-2 (General Commercial)
South	Gaming Establishment, Non-restricted	C (Commercial)	C-2 (General Commercial)
East	Parking Structure	C (Commercial)	C-2 (General Commercial)
West	General Retail Store, Other than Listed	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (Central Casino Core)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
A-O (Airport Overlay) District (200 feet)	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first Required Review of a previously approved Special Use Permit (SUP-33731) for a proposed Beer/Wine/Cooler Off-Sale Establishment use within an existing 5,000 square-foot General Retail Store, Other than Listed at 321 Fremont Street. A business license (L10-00303) was issued for Beer/Wine/Cooler Off-Sale on November 19, 2009. The applicant has obtained the appropriate business licenses and has incurred a few calls for service by the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business. The applicant has experienced three business licenses enforcement cases related to alcohol, on February 05, 2010 a business license enforcement notice of violation (575878) was processed for beer/coolers within 10 feet of the entrance, on October 26, 2011 a business license enforcement notice of violation (711146) was processed for allowing on-premise consumption and no Off-Sales signs posted and on September 20, 2013 a business license enforcement case (133681) was processed for allowing on premise consumption of alcoholic beverages.

FINDINGS

As the business has not met all conditions of approval and has had repeated violations related to alcoholic beverages, staff recommends denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 35

NOTICES MAILED 205

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

RECEIVED
OCT 10 2013

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-51477** , APN: 139-34-610-010

Name of Property Owner: L' chaim Western Ridge LLC

Name of Applicant: HAIM GABAY

Name of Representative: NIEVES ALVAREZ

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: HAIM GABAY

Subscribed and sworn before me

This 10th day of October, 2013

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
EVELYN VALDEZ
Appt. No. 03-81899-1
My Appt Expires June 15, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: CRAZY ELY WESTERN VILLAGE

Project Address (Location) 321-323 FREMONT ST LAS VEGAS NV 89101

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-34-610-010 **Ward #** _____

General Plan: existing ✓ proposed _____ **Zoning:** existing ✓ proposed _____

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Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Lichaim Western Village **Contact** _____

Address 6130 W. FLAMINGO RD # 402 **Phone:** (702)245-1019 **Fax:** 702 382-7005

City LAS VEGAS NV **State** NV **Zip** 89103

E-mail Address nellyaliza@hotmail.com

APPLICANT Haim Gabay **Contact** _____

Address 6130 W. Flamingo Rd # 402 **Phone:** 702 382-3005 **Fax:** 702 382-7005

City LAS VEGAS **State** NV **Zip** 89103

E-mail Address nellyaliza@hotmail.com

REPRESENTATIVE Nieves Alvarez **Contact** _____

Address 6130 W. FLAMINGO RD # 402 **Phone:** 297-2048 **Fax:** 382-7005

City LAS VEGAS **State** NV **Zip** 89103

E-mail Address nellyaliza@hotmail.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name HAIM GABAY

Subscribed and sworn before me

This 10th day of October, 2013.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
EVELYN VALDEZ
Appt. No. 03-81899-1
My Appt. Expires June 15, 2015

FOR DEPARTMENT USE ONLY

Case #	RQR-51619 51477
Meeting Date:	11/20/13
Total Fee:	$1050.00
Date Received:*	10/10/13
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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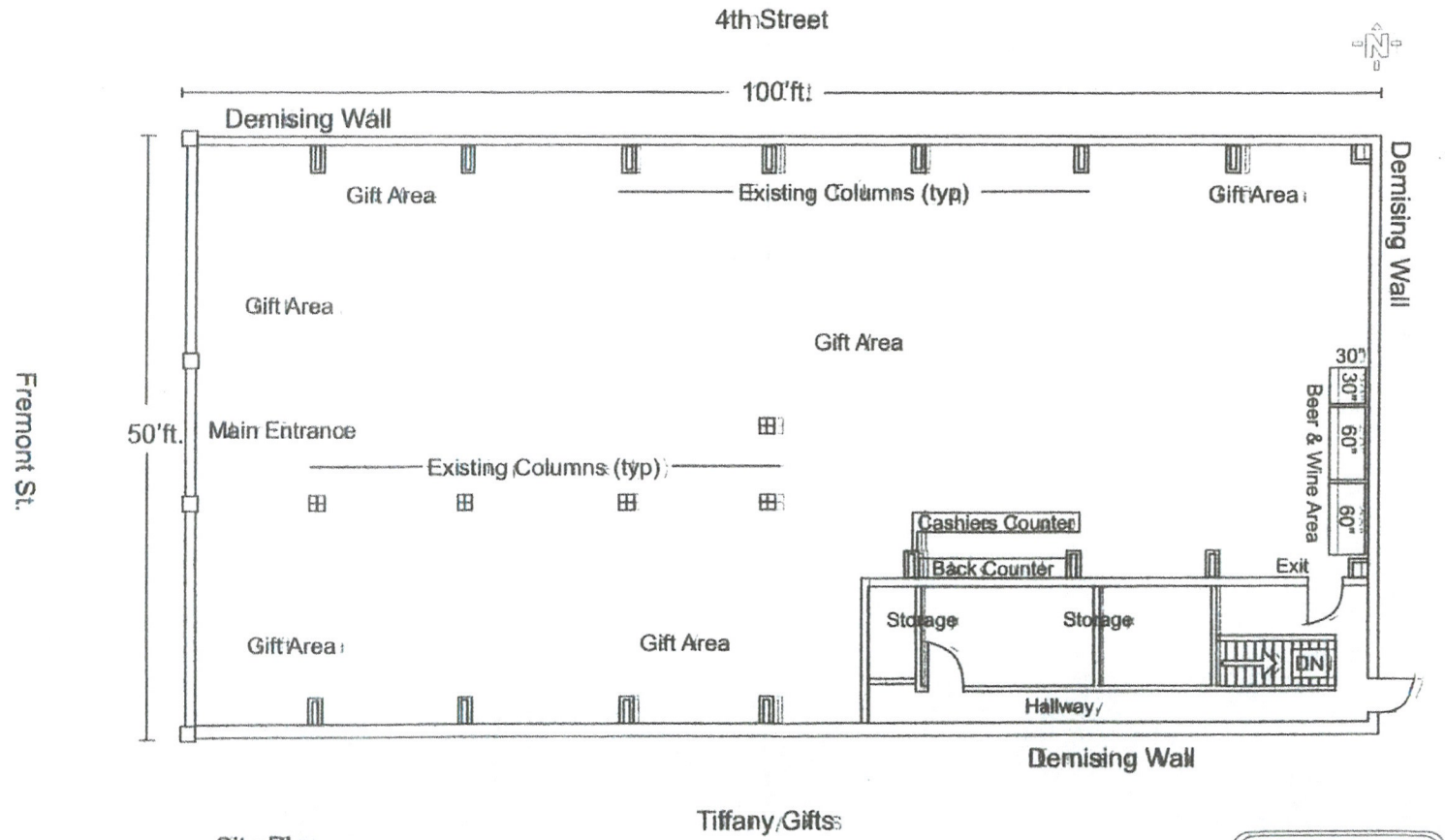
Crazy Ely Western Village LLC

321 Fremont Street
Las Vegas, NV



Site Plan
Scale" 1" = 1'

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OCT 10 2013

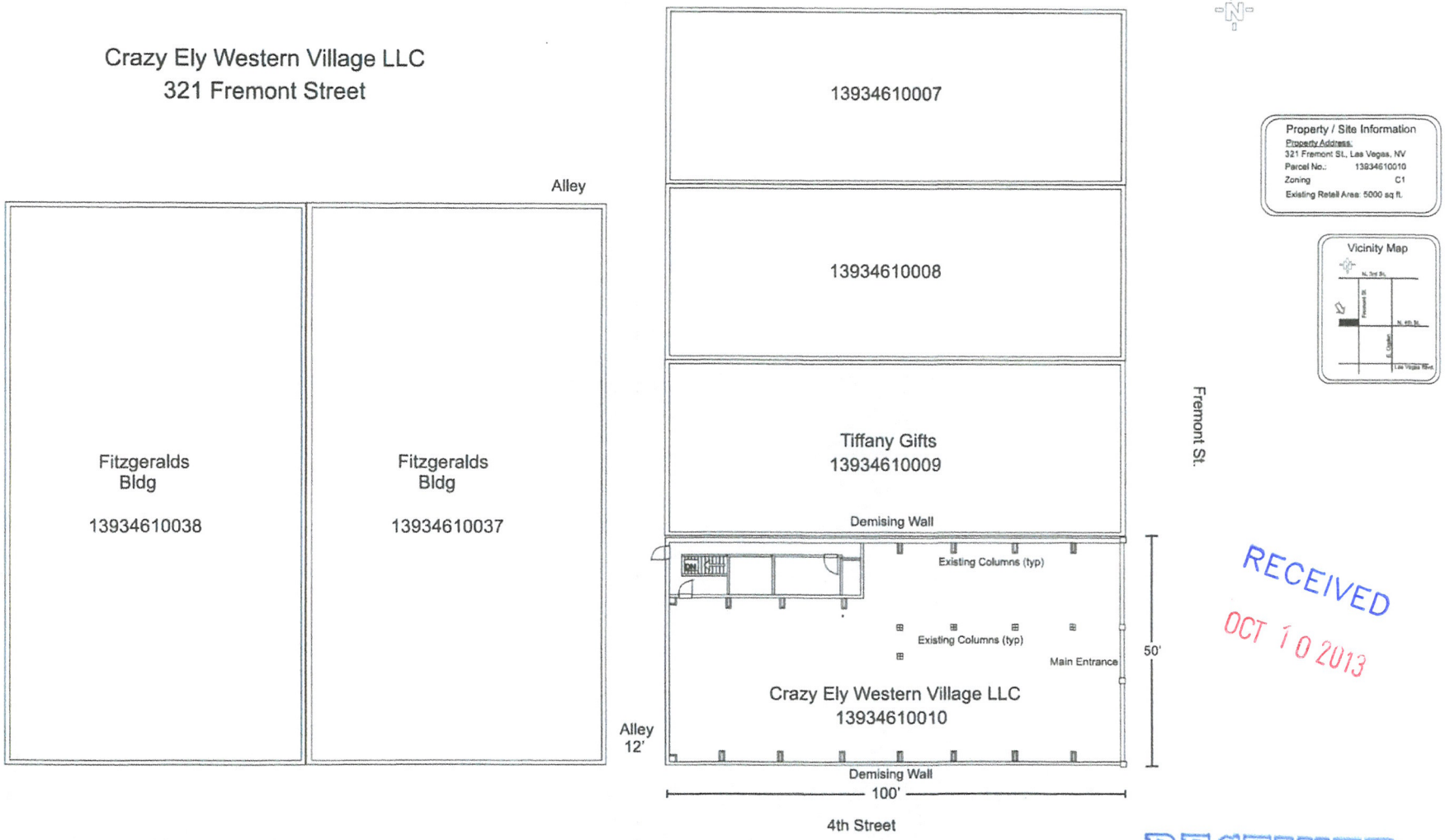
RECEIVED

RQR-51477

Property / Site Information
Property Address:
321 Fremont St., Las Vegas, NV
Existing Retail Area: 5000 sq.ft.

Vicinity Map

Crazy Ely Western Village LLC
321 Fremont Street



Property / Site Information
Property Address:
321 Fremont St., Las Vegas, NV
Parcel No.: 13934610010
Zoning C1
Existing Retail Area: 5000 sq ft.

Vicinity Map

RECEIVED
OCT 10 2013

Site Plan

SCALE: ½"- 10.0'

RECEIVED

RQR-51477

RQR-51477 - APPLICANT/OWNER: L'CHAIM WESTERN VILLAGE PROPERTY, LLC
321 FREMONT STREET

12/24/13

CRAZY ELY WESTERN VILLAGE
321 FREMONT ST
LAS VEGAS NV 89101

RECEIVED
OCT 10 2013

OCTOBER 9,2013

TO WHO MAY CONCERN:

CRAZY ELY WESTERN VILLAGE LLC IS AN EXISTING RETAIL/GIFT CONVENIENCE STORE. WHERE WE SELL BEER AND WINE PRODUCTS (OFF PREMISES CONSUMPTION) IN ORDER TO ENHANCE OUR PRODUCTIVITY AND OUR BOTTOM LINE. OUR STORE HOURS OF OPERATION IS FORM 8am to 2am SEVEN DAYS A WEEK AND WE HAVE A TOTAL OF 4 EMPLOYEES PER SHIFT.

THANK YOU

HAIM GABAY

RQR-51477

RECEIVED
OCT 10 2013

CRAZY ELY WESTERN VILLAGE LLC .
321 FREMONT ST
LAS VEGAS NV 89101
JANUARY 29,2009

TO WHOM IT MAY CONCERN:

CRAZY ELY WESTERN VILLAGE LLC IS AN EXISTING RETAIL/GIFT CONVENIENCE STORE. WHERE WE WILL SELL BEER AND WINE PRODUCTS (OFF PREMISES CONSUMPTION) IN ORDER TO ENHANCE OUR PRODUCTIVITY AND OUR BOTTOM LINE.

THANK YOU

HAIM GABAY

RQR-51477

RECEIVED

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

June 2, 2009

L'Chaim Western Village Property, LLC

~~L'Chaim Western Village, LLC~~ % H. Gabay
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

RE: SUP-33731 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 20, 2009

Dear Applicant:

The City Council at a regular meeting held May 20, 2009 APPROVED the request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 321 Fremont Street (APN 139-34-610-010), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 21, 2009. This approval is subject to:

Added Condition

A. There shall be a review at a public hearing of the City Council six (6) months after issuance of a business license.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

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.

RQR-51477

Printed with environmentally friendly soy ink.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Vicky Darling, Chief Deputy City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Haim Gabay
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

Ms. Nieves Alvarez
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

RQR-51477

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

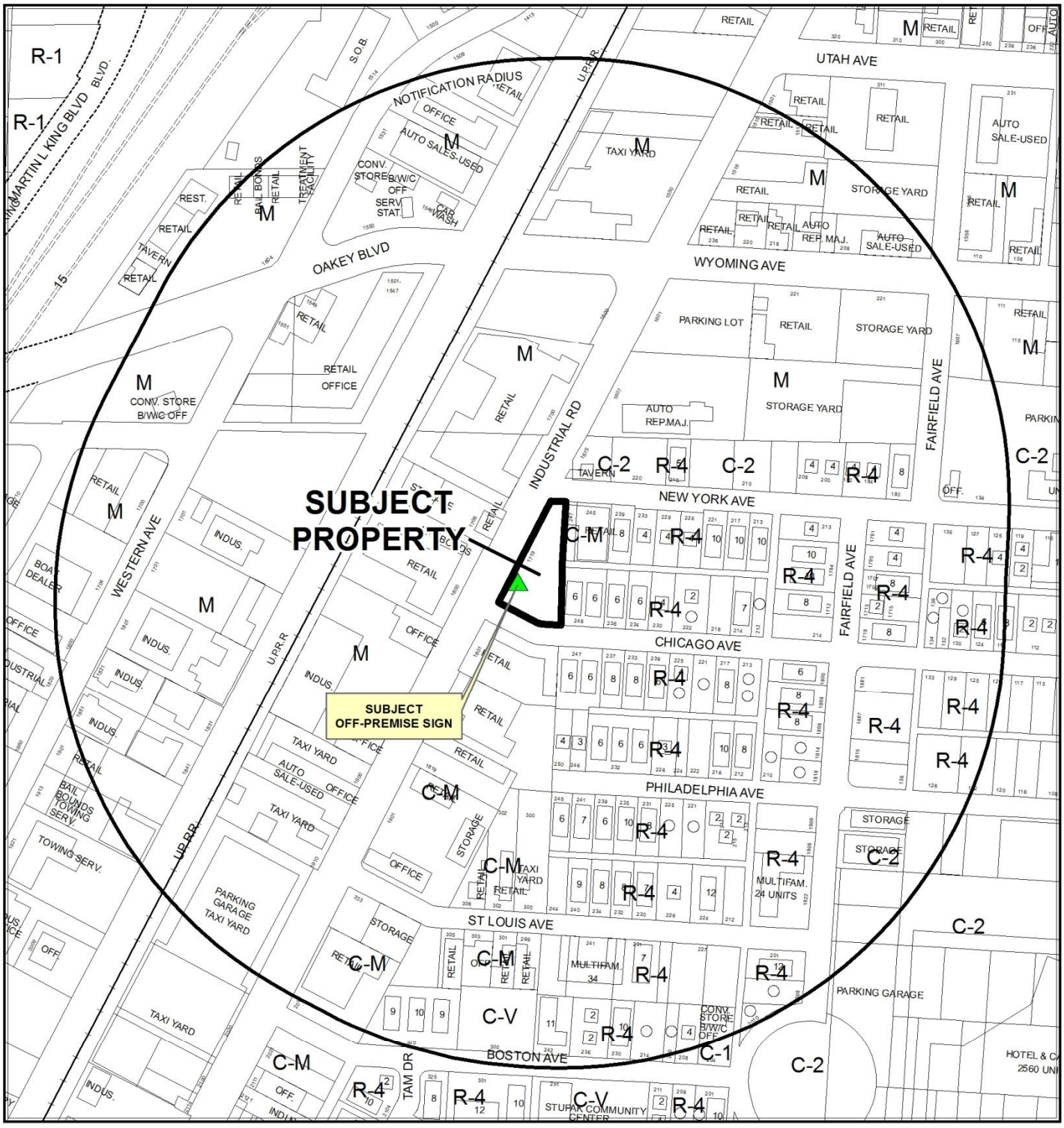
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-51948 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR LLC - OWNER: BELL REAL ESTATE LLC - For possible action on a Required Review of an approved Special Use Permit (U-0223-90) FOR A 40-FOOT TALL, 12-FOOT BY 24-FOOT OFF-PREMISE SIGN at 1719 Industrial Road (APN 162-04-705-001), C-M (Commercial Industrial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

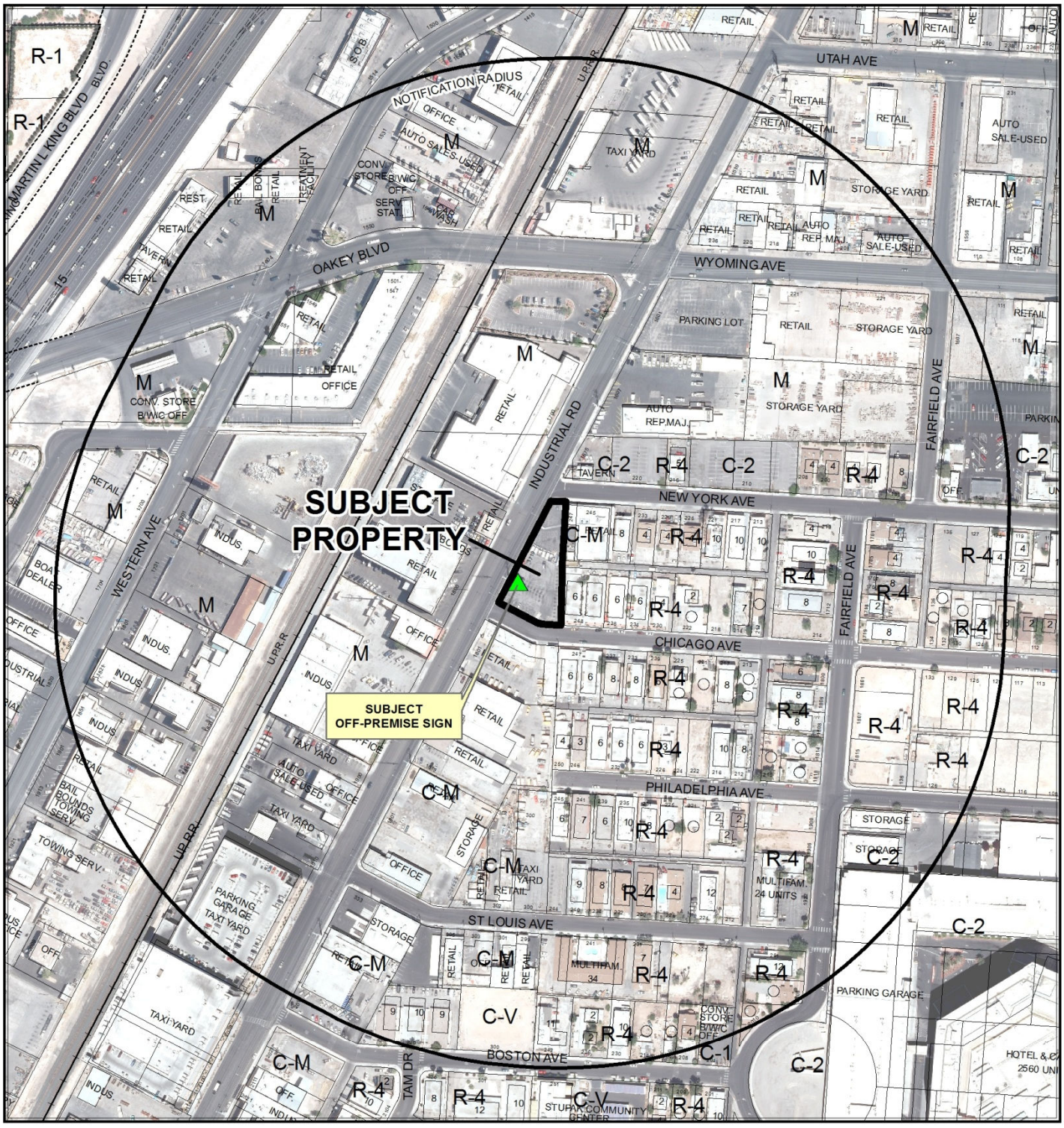
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for RQR-31931
6. City Council Action Letter for U-223-90(1)



CASE: **RQR-51948**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)



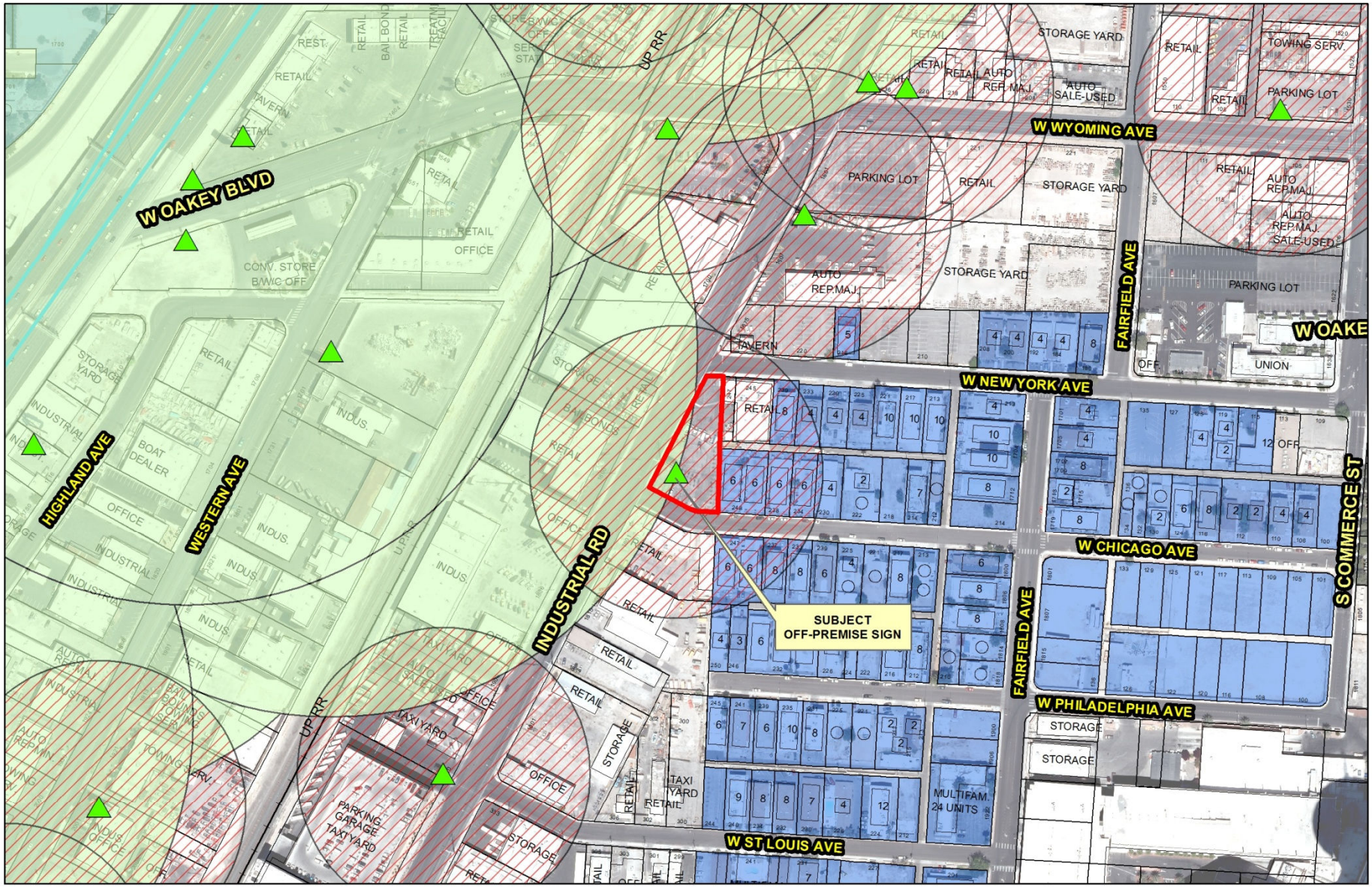
0 300 600 Feet

CASE: **RQR-51948**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N



RQR-51948

- Subject Parcel
- City of Las Vegas Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway

- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

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

Date: Tuesday, December 17, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: LAMAR CENTRAL OUTDOOR, LLC - OWNER: BELL REAL ESTATE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-51948	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-51948 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0223-90).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a required five-year review of an approved Special Use Permit (U-0223-90) which allowed a 40-foot tall, 12-foot by 24-foot Off-Premise Sign located at 1719 Industrial Road. A building permit (91095537) was issued on 12/11/91 for the installation of an Off-Premise Sign at 1719 Industrial Road with an approved final inspection on 06/03/92. The Off-Premise Sign is in compliance with code requirements and the sign remains compatible with adjacent land uses. Therefore, staff is recommending approval with conditions. If denied the Off-Premise Sign would have to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/19/72	The Board of City Commissioners approved a request for Rezoning (Z-0085-71) from R-4 (High Density Residential) to C-M (Commercial/Industrial) on property generally located on the southeast corner of New York Avenue and Industrial Road. The Planning Commission recommended approval.
02/14/73	The Board of City Commissioners approved a request for Reinstatement and an Extension of Time for a Rezoning (Z-0085-71) from R-4 (High Density Residential) to C-M (Commercial/Industrial) on property generally located on the southeast corner of New York Avenue and Industrial Road. The Planning Commission recommended approval.
07/17/74	The Board of City Commissioners approved a request for Reinstatement and an Extension of Time for a Rezoning (Z-0085-71) from R-4 (High Density Residential) to C-M (Commercial/Industrial) on property generally located on the southeast corner of New York Avenue and Industrial Road.
01/16/91	The City Council approved a request for a Special Use Permit (U-0223-90) for a 40-foot tall, 12-foot by 24-foot double faced Off-Premise Sign at 1719 Industrial Road. The Board of Zoning Adjustment recommended denial.
03/20/96	The City Council approved a request for a Required Review [U-0223-90(1)] for a 40-foot tall, 12-foot by 24-foot double faced Off-Premise Sign at 1719 Industrial Road. The Board of Zoning Adjustment recommended approval.
10/15/03	A Code Enforcement case (5628) was processed for trash at 1719 Industrial Road. The case was resolved on 11/12/03.
09/27/06	A Code Enforcement case (46658) was processed for a business adding a cement stoop to the doorway in an alley at 1719 Industrial Road, making it difficult to maneuver vehicles in and out of the alley. The case was resolved on 10/04/06.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/18/09	The City Council approved a request for a Required Review (RQR-31931) for a 40-foot tall, 12-foot by 24-foot double faced Off-Premise Sign at 1719 Industrial Road. The Planning Commission recommended approval.

Most Recent Change of Ownership	
09/29/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/11/91	A building permit (91095537) was issued for a 40-foot tall, 12-foot by 24-foot Off-Premise Sign located at 1719 Industrial Road. The permit was finalized on 06/03/92.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
12/24/13	Staff conducted a field check of the subject site and found the sign faces and supporting structures were in good condition, with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	0.54

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Motor Vehicle Sales (Used)	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
North	Liquor Establishment (Tavern)	MXU (Mixed Use)	C-2 (General Commercial)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Building Maintenance Service and Sales	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
East	Multi-Family Residential	MXU (Mixed Use)	R-4 (High Density Residential)
	Building Maintenance Service and Sales		C-M (Commercial/Industrial)
West	Bailbond Service/General Retail Store, Other than Listed/Office, Other than Listed	LI/R (Light Industry/Research)	M (Industrial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (Northern Strip Gateway)	X		Y

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	The sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	The sign is in a C-M (Commercial/Industrial) zoning district.	Y

Standards	Code Requirements	Provided	Compliance
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The sign is 288 square feet in size and has no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	The sign is 40 feet tall.	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	The sign is more than 300 feet from another Off-Premise Sign (not along US-95).	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is more than 300 feet from any property line zoned either "R" or "U."	N*
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground and is located on property zoned C-M (Commercial/Industrial).	Y

*The City Council approved Special Use Permit (U-0223-90) for a 40-foot tall, 12-foot by 24-foot Off-Premise Sign located at 1719 Industrial Road, prior to the adoption of the 300-foot distance requirement from residential zoned property.

ANALYSIS

This is the third Required Review of a Special Use Permit (U-0223-90) which allowed a 40-foot tall, 12-foot by 24-foot Off-Premise Sign located at 1719 Industrial Road. Staff conducted a field check of the subject site and found the sign faces and supporting structures were in good condition, with no discrepancies noted. The sign is located in the 200-foot Airport Overlay District. However no additional height is being proposed and thus the sign continues to meet the requirements of the overlay. Staff is recommending approval of this review, with conditions.

FINDINGS

This is a Required Review of an Off-Premise Sign that was constructed in 1992. The sign is located in a C-M (Commercial/Industrial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. Staff recommends approval of this review, subject to a Required Review in three-years.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 134

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

RECEIVED
DEC 11 2013

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-51948 APN: 162-04-705-001

Name of Property Owner: Bell Real Estate, LLC

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Christopher Bacett

Subscribed and sworn before me

This 9th day of December, 2013

_____

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
No. 08-7309-1 – CLARK COUNTY
MY APPT. EXPIRES JULY 9, 2016

MICHELLE McFADDEN NOTARY PUBLIC CLARK COUNTY, NEVADA

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

RECEIVED
DEC 11 2013

Application/Petition For: Required Review

Project Address (Location) 1719 Industrial Road

Project Name Bell Real Estate, LLC Review **Proposed Use** _____

Assessor's Parcel #(s) 162-04-705-001 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing CM proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required Review for existing billboard

PROPERTY OWNER Bell Real Estate, LLC **Contact** Brent Bell

Address 1900 Industrial Road **Phone:** (702) 386-7435 **Fax:** _____

City Las Vegas **State** NV **Zip** 89102

E-mail Address _____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Christopher Pickett

Subscribed and sworn before me

This 9th day of December, 2013.

Michelle McFadden

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
No. 08-7309-1 – CLARK COUNTY
MY APPT. EXPIRES JULY 9, 2016

FOR DEPARTMENT USE ONLY

Case #	RQR-51948
Meeting Date:	1/22/14
Total Fee:	800.00
Date Received:*	12/11/13
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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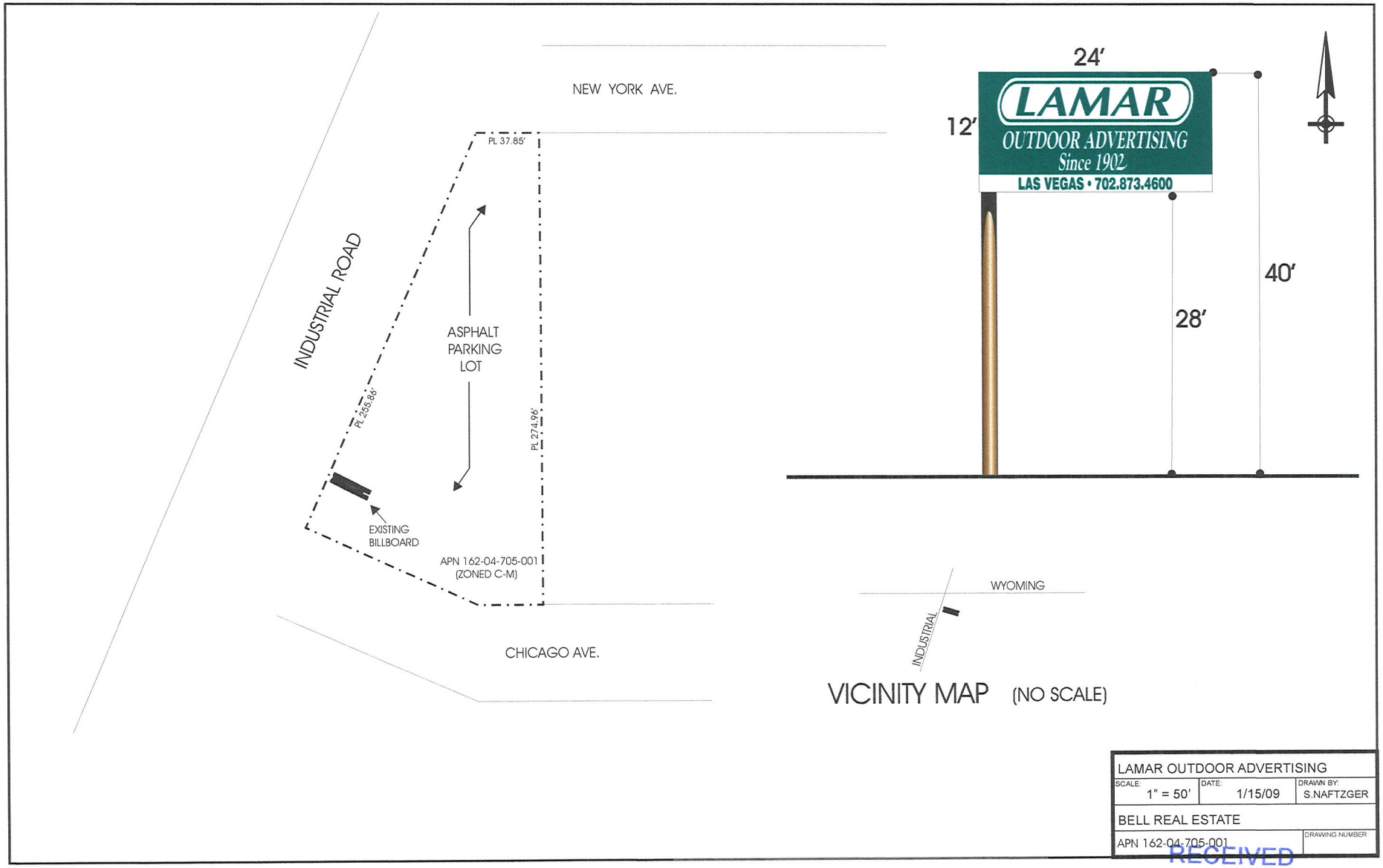


RQR-51948
REVISED

RECEIVED
DEC 3 1 2013
City of Las Vegas
Department of Planning

RQR-51948 - APPLICANT: LAMAR CENTRAL OUTDOOR LLC - OWNER: BELL REAL ESTATE LLC
1719 INDUSTRIAL ROAD

12/24/13

RQR-51948 - APPLICANT: LAMAR CENTRAL OUTDOOR LLC - OWNER: BELL REAL ESTATE LLC
1719 INDUSTRIAL ROAD

12/24/13

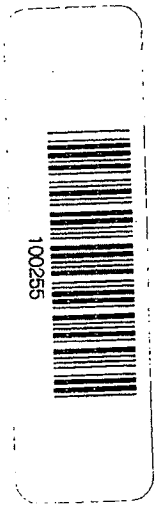
LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

March 19, 2009

Bell Real Estate, LLC
1910 Industrial Road
Las Vegas, Nevada 89102-4610

RE: RQR-31931 - REQUIRED REVIEW
CITY COUNCIL MEETING OF MARCH 18, 2009

Dear Applicant:

The City Council at a regular meeting held March 18, 2009 APPROVED the Required Review of an approved Special Use Permit (U-0223-90) FOR A 28-FOOT TALL, 12-FOOT BY 24-FOOT OFF-PREMISE SIGN (BILLBOARD) at 1719 Industrial Road (APN 162-04-705-001), C-M (Commercial Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on March 19, 2009. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Special Use Permit (U-0223-90).

2. This Special Use Permit shall be placed on an agenda closest to January 16, 2014 at which time the City Council may require the Off-Premise Sign (Billboard) be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign (Billboard) is removed.

3. The Off-Premise Sign (Billboard) and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign (Billboard).

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0223-90) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

RQR-51948

Printed with environmentally friendly soy ink.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

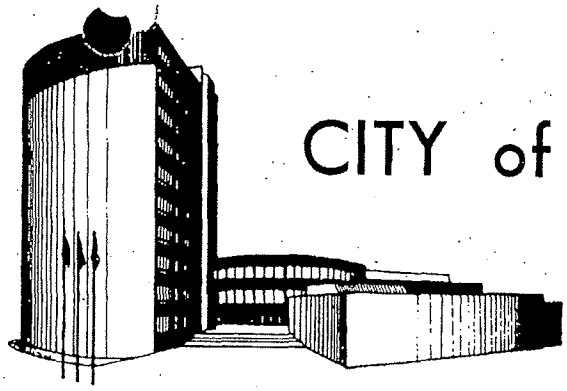
Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

March 27, 1996

Whittlesea Blue Cab Company
1910 Industrial Road
Las Vegas, Nevada 89102-4610

RE: U-223-90(1) - FIVE YEAR REQUIRED REVIEW

Gentlemen:

The City Council at a regular meeting held March 20, 1996 APPROVED the Five Year Required Review on an approved Special Use Permit which allowed a 12 foot x 24 foot double-faced off-premise advertising (billboard) sign on property located at 1719 Industrial Road, C-M Zone, subject to the following conditions:

1. The Board shall review this use in five years at a public hearing and at that time may require the sign to be removed.

2. The applicant shall obtain an off-premise sign certificate from the Planning and Development Department.

3. All development must be in conformance with the plot plan and elevations.

4. City Code requirements and design standards of all City departments must be satisfied.

An approved Variance or Special Use Permit must be exercised within one year or it becomes null and void, unless a request for an Extension of Time is duly filed with the Planning and Development Department for consideration and approval by the appropriate board.

Sincerely,

KATHLEEN M. TIGHE
City Clerk

/cmp

cc: Dept. of Planning & Development
Dept. of Public Works
Dept. of Fire Services
Land Development Services

Ms. Renee Newman
Ronco Outdoor
1401 North "A" Street
Las Vegas, Nevada 89106

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 22, 2014

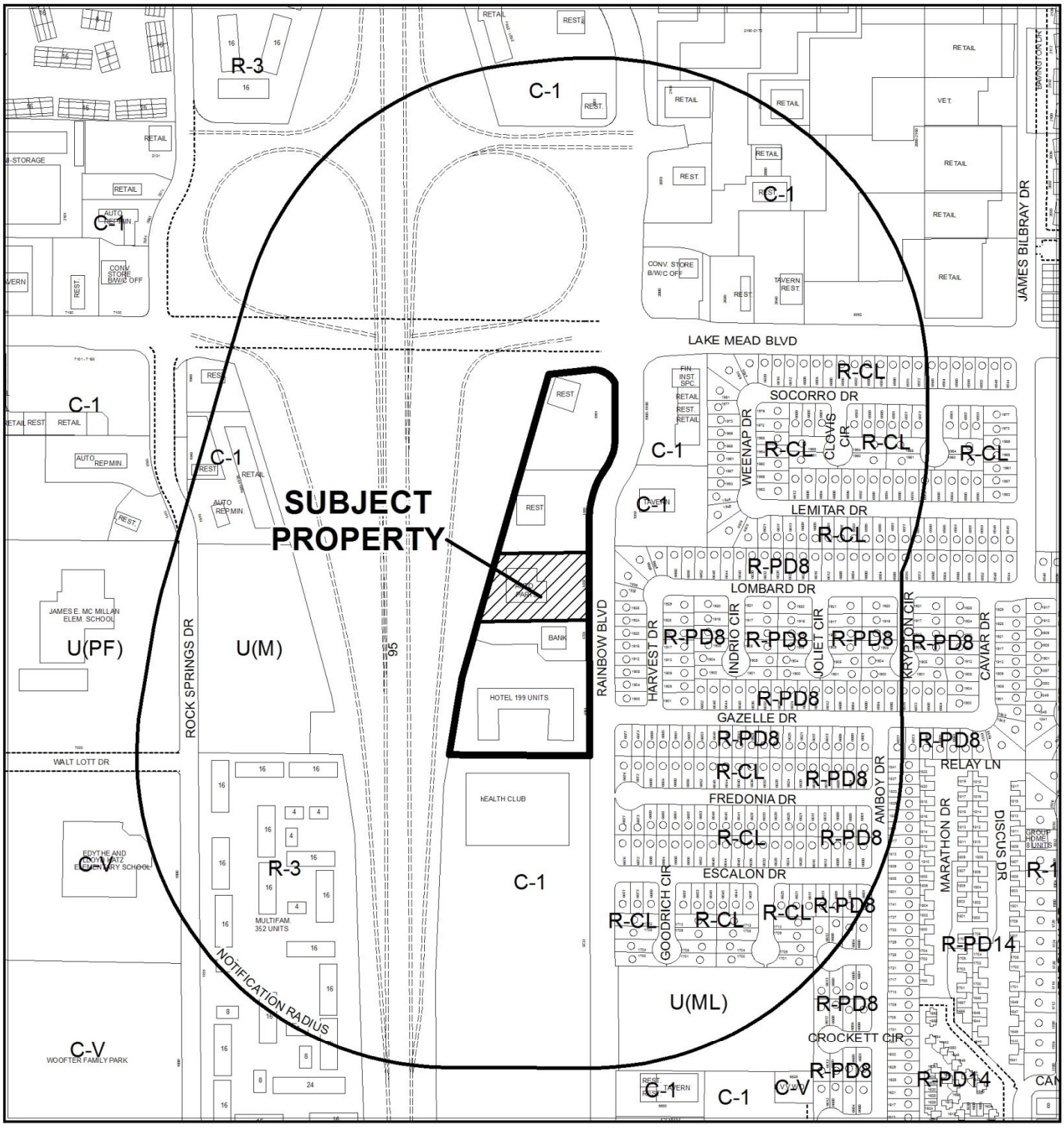
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-51968 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: FRANK'S MERCEDES SERVICE - OWNER: RESTAURANT ROW LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-51968) FOR A 12,173 SQUARE-FOOT AUTO REPAIR GARAGE, MINOR at 1931 North Rainbow Boulevard (APN 138-22-713-004), C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

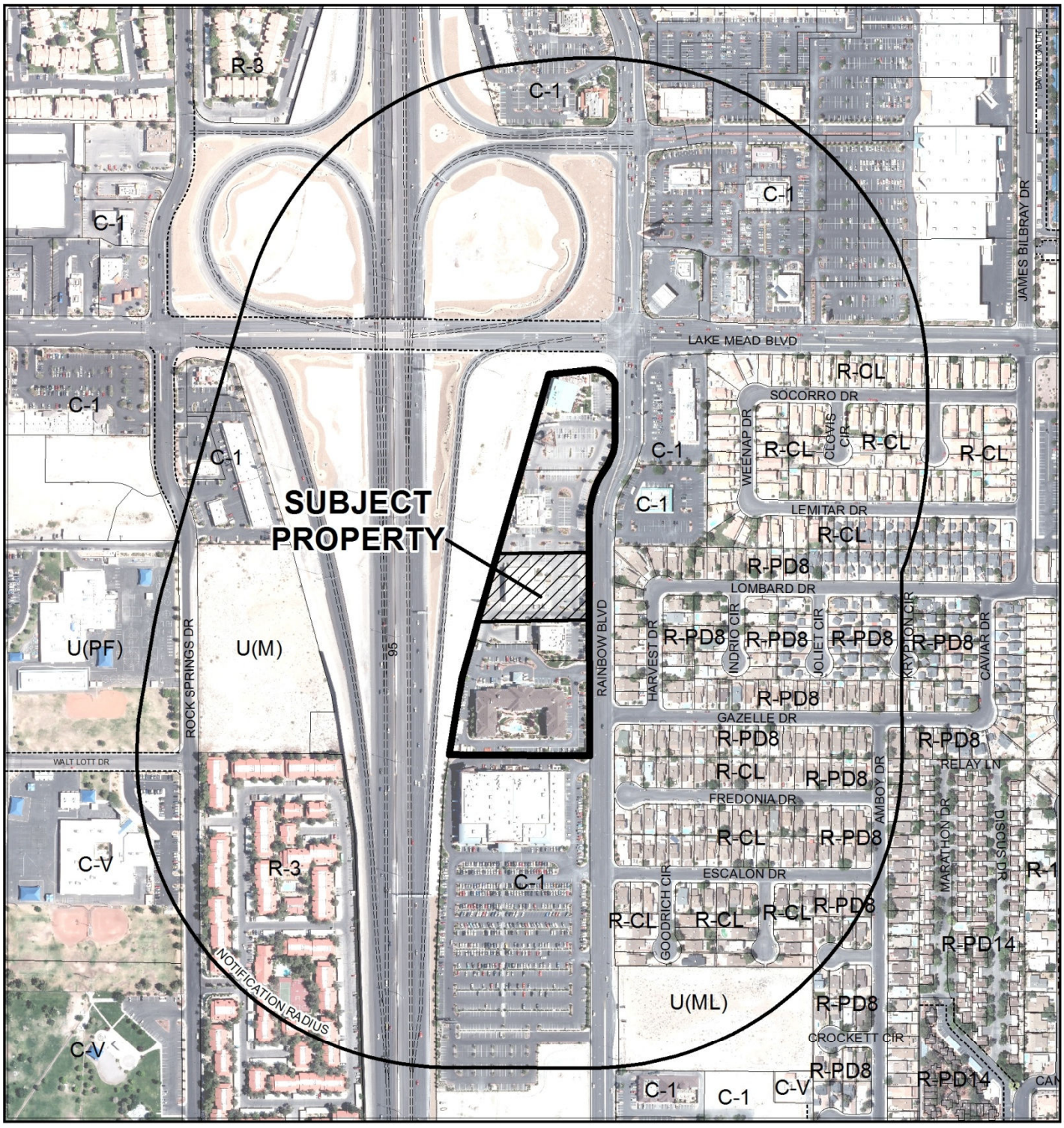
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. City Council Action Letter for SUP-44437



CASE: **RQR-51968**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **RQR-51968**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FRANK'S MERCEDES SERVICE - OWNER: RESTAURANT ROW, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-51968	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-51968 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-44437).
2. No further reviews shall be required.
3. All City Code requirements and design standards of all City departments must be satisfied.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This application for a Required Review was mandated by City Council upon approval of Special Use Permit (SUP-44437) for a 12,173 square-foot Auto Repair Garage, Minor at 1931 North Rainbow Boulevard. A condition of approval was added to Special Use Permit (SUP-44437) detailing the need for a Required Review one year after the issuance of a business license. Research of business license activity found that business license (A55-00503) was issued on January 08, 2013 for an Auto Repair Garage, Minor at 1931 North Rainbow Boulevard.

Records from the City of Las Vegas Code Enforcement Department and City of Las Vegas Business Licensing Department found no code enforcement or business licensing violations at the subject site. As such, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/18/96	The City Council approved a request for Rezoning (Z-0084-96) from N-U (Non-Urban) to C-2 (General Commercial) on the south parcel and to C-1 (Limited Commercial) on the balance of the site on property located on the southwest corner of Lake Mead Boulevard and Rainbow Boulevard.
	The City Council approved request for General Plan Amendment (GPA-0035-96) from SC (Service Commercial) to GC (General Commercial) on property located on the southwest corner of Lake Mead Boulevard and Rainbow Boulevard.
02/24/97	The City Council approved a request for a Special Use Permit (U-0157-96) for a Supper Club within the northern portion of the proposed Shopping Center on property located on the southwest corner of Lake Mead Boulevard and Rainbow Boulevard.
04/28/97	The City Council approved a Special Use Permit (U-0018-97) for a Supper Club within the center portion of the proposed Shopping Center on property located on the southwest corner of Lake Mead Boulevard and Rainbow Boulevard.
08/11/97	The City Council approved a request for a Special Use Permit (U-0058-97) to allow an 11,500 square-foot Auto Repair Garage, Minor at 1931 North Rainbow Boulevard. The Planning Commission recommended denial and staff recommended approval.
04/18/12	The City Council approved a request for a Special Use Permit (SUP-44437) for a 12,173 square-foot Auto Repair Garage, Minor at 1931 North Rainbow Boulevard. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
07/17/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/06/98	A building permit (98002471) was issued for a Certificate of Completion at 1931 North Rainbow Boulevard. The permit was finalized on 06/16/98.
12/23/02	A business license (A39-00220) was issued for Tire Sales at 1931 North Rainbow Boulevard. The license was marked out of business on 12/14/10.
10/24/12	A building permit (216602) was issued for a 6,425 square-foot Tenant Improvement at 1931 North Rainbow Boulevard. The permit was finalized on 01/22/13.

Related Building Permits/Business Licenses	
10/31/12	A building permit (222902) was issued for a wall sign at 1931 North Rainbow Boulevard. The permit was finalized on 01/31/13.
01/08/13	A business license (A55-00503) was issued for an Auto Repair Garage, Minor at 1931 North Rainbow Boulevard. The license is still active.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
12/24/13	Staff conducted a field check of the subject site and found the area surrounding the property neat and clean in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	1.61

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Auto Repair Garage, Minor	GC (General Commercial)	C-1 (Limited Commercial)
North	Restaurant/Supper Club	SC (Service Commercial)	C-1 (Limited Commercial)
South	Financial Institution, General	GC (General Commercial)	C-2 (General Commercial)
Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Single Family, Detached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development- 8 Units per Acre)
West	US-95 (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first Required Review of a previously approved Special Use Permit (SUP-44437) for an existing 12,173 square-foot Auto Repair Garage, Minor at 1931 North Rainbow Boulevard. Per condition #A of Special Use Permit (SUP-44437) a review was mandated by City Council one-year after the issuance of a business license. Research of business license activity found that business license (A55-00503) was issued on January 08, 2013 for an Auto Repair Garage, Minor at 1931 North Rainbow Boulevard. Staff conducted a field check of the subject site and found an Auto Repair Garage, Minor neat and clean in appearance, with no disabled vehicles or discarded car parts located outside.

FINDINGS

As the subject Auto Repair Garage, Minor meets all conditions of approval of Special Use Permit (SUP-44437) and has had no code enforcement violations; staff recommends approval of this request with no further reviews.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 310

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-51968** APN: 138-22-713-004

Name of Property Owner: Restaurant Row LLC

Name of Applicant: Scandura's European Service dba Frank's European Service

Name of Representative: Elizabeth M. Sorokac, 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: Richard S. Gordon President

Subscribed and sworn before me

This 10 day of Dec., 2013

_____
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA GROSETH
No: 98-3646-1
My Appointment Expires July 1, 2014

RECEIVED
DEC 10 2013

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Scandura's European Service dba Frank's European Service

Project Address (Location) 1931 North Rainbow Boulevard, Las Vegas, Nevada 89108

Project Name Frank's Mercedes Service **Proposed Use** Auto Repair, Minor

Assessor's Parcel #(s) 138-22-713-004 **Ward #** 5-Barlow

General Plan: existing GC proposed GC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 12,173 **Floor Area Ratio**

Gross Acres 1.61 **Lots/Units** 1 **Density**

Additional Information This is the application for the required review of SUP-44437.

The required review case number is RQR-51968.

PROPERTY OWNER Restaurant Row LLC **Contact** Laura Groseth

Address 1770 North Buffalo, Suite 101 **Phone:** (702) 220-4500 **Fax:** (702) 220-4900

City Las Vegas **State** NV **Zip** 89128

E-mail Address lgroseth@laurichproperties.com

APPLICANT Scandura's European Service **Contact** Francis Scandura

Address 1931 North Rainbow Boulevard **Phone:** (702) 566-0990 **Fax:**

City Las Vegas **State** NV **Zip** 89108

E-mail Address benzfxr@hotmail.com

REPRESENTATIVE Reisman Sorokac **Contact** Elizabeth M. Sorokac, Esq.

Address 8965 South Eastern Avenue, Suite 382 **Phone:** (702) 727-6258 **Fax:** (702) 446-6756

City Las Vegas **State** NV **Zip** 89123

E-mail Address esorokac@rsnvlaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Richard S. Gordon President

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name

Subscribed and sworn before me

This 10th day of December, 20 13.

Laura Groseth

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA GROSETH
No: 98-3646-1
My Appointment Expires July 1, 2014

FOR DEPARTMENT USE ONLY

Case #	RQR-51968
Meeting Date:	01 22 14
Total Fee:	800.00
Date Received:*	12/10/13
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

RECEIVED DEC 2 2013

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

SITE INFORMATION:

APN: 138 22 713 004

PROPERTY SIZE: 1.61 ACRES (70,131 SF)
BUILDING GROSS SIZE: 12,173 SF
LOT COVERAGE: 18%

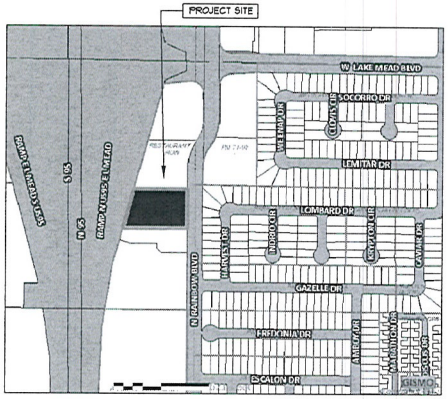
ZONING: C-1 (LIMITED COMMERCIAL DISTRICT)
SUBDIVISION: RESTAURANT ROW

PARKING ANALYSIS:

AUTO REPAIR GARAGE, MINOR: 5 SPACES + 1 PER 200 SF

FRANK'S MERCEDES SERVICE: (12,173 SF/200) + 5= 66 SPACES
TOTAL REQUIRED: 66 SPACES
TOTAL PROVIDED: 88 SPACES*

*85 REGULAR SPACES+ 1 VAN ACCESSIBLE SPACE + 2 ACCESSIBLE SPACES



2 VICINITY MAP
N.T.S.

NORTH

PUBLIC ROW
(NOT A PART)
APN: 138 22 799 003

RESTAURANT ROW LLC
C-1
(NOT A PART)
APN: 138 22 713 003

EXISTING DRIVE AISLE

EXISTING ENTRY

293.70'

PROPERTY LINE

ALL DIMENSIONS EXISTING TO REMAIN

EXISTING ACCESSIBLE ROUTE

EXISTING SIDEWALK

TRASH ENCLOSURE

RESTAURANT ROW LLC
C-1
PROJECT LOCATION
APN: 138 22 713 004

FRANK'S MERCEDES SERVICE

EXISTING BUILDING AREA: 12,173 SF

PUBLIC AREA:	2,200 SF
AUTOMOTIVE AREA:	5,180 SF
STORAGE AREA:	4,793 SF

EXISTING PARKING TO REMAIN TYP.

EXISTING LANDSCAPE

NORTH RAINBOW BLVD
(80' PUBLIC ROW)

224.32'
128'-3"
215.56'
355.76'
148'-6"
124'-4"
60'-11"
11'-0"
5'-9"
18'-0"
9'-0"
28'-0"
54'-6"
53'-3"
26'-3"
3'-11"
27'-2"
24'-9"
25'-9"
20'-0"
15'-0"

EXISTING PARKING TO REMAIN TYP.
EXISTING DRIVE AISLE

RESTAURANT ROW LLC
C-2
(NOT A PART)
APN: 138 22 713 005

PROPERTY LINE

EXISTING ENTRY

SCALE:
20 10 0 20

1 SITE PLAN

NORTH

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DEC 10 2013

RQR-51968

gk3 architecture
2111 EDGEWOOD AVENUE
LAS VEGAS, NEVADA 89102
Tel. (702) 932-0455 • Fax (702) 932-0456
Mobile (702) 250-9416
• kevin@gk3architecture.com
• gerrie@gk3architecture.com
WWW.GK3ARCHITECTURE.COM

OWNER:
RESTAURANT ROW LLC

PROJECT:
FRANK'S MERCEDES SERVICE
1931 N. RAINBOW BLVD.
LAS VEGAS, NV 89108
APN: 138 22 713 004

SEAL:

REVISIONS

NO.	DESCRIPTION

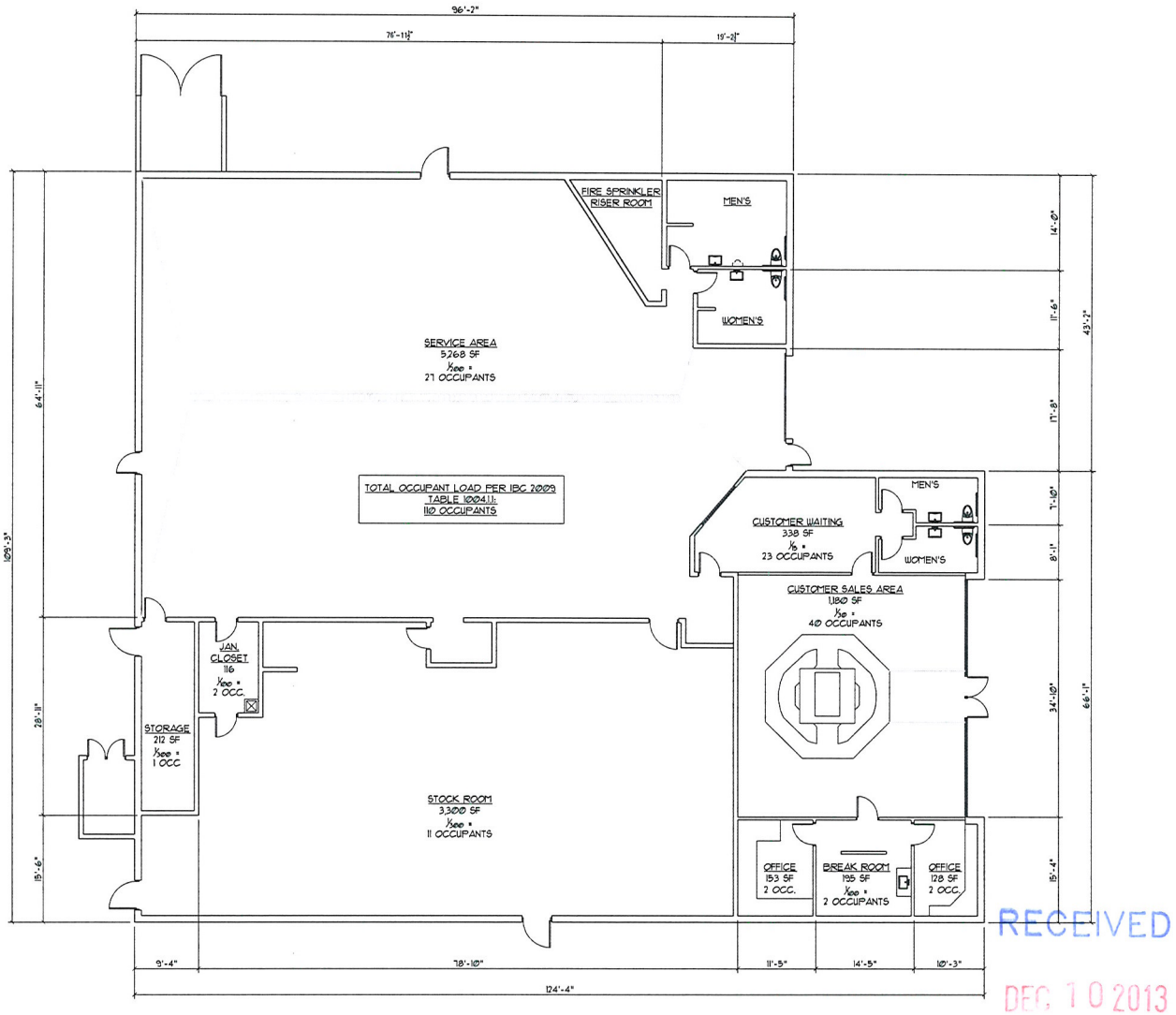
SHEET TITLE:
SITE PLAN

SCALE:
AS NOTED

DATE:
01-25-2012

ISSUED FOR:
CLV APPROVAL

SHEET:
A1.0



SCALE:

20 10 0 20

1 FLOOR PLAN

NORTH

RECEIVED
DEC 10 2013

RQR-51968

gk3 architecture
2111 EDGEWOOD AVENUE
LAS VEGAS, NEVADA 89102
Tel. (702) 932-0455 • Fax (702) 932-0456
Mobile (702) 250-9416
• kevin@gk3architecture.com
• pmnk@gk3architecture.com
WWW.GK3ARCHITECTURE.COM

OWNER:
RESTAURANT ROW LLC

PROJECT:
FRANK'S MERCEDES SERVICE
1931 N. RAINBOW BLVD.
LAS VEGAS, NV 89108
APN: 138 22 713 004

SEAL:

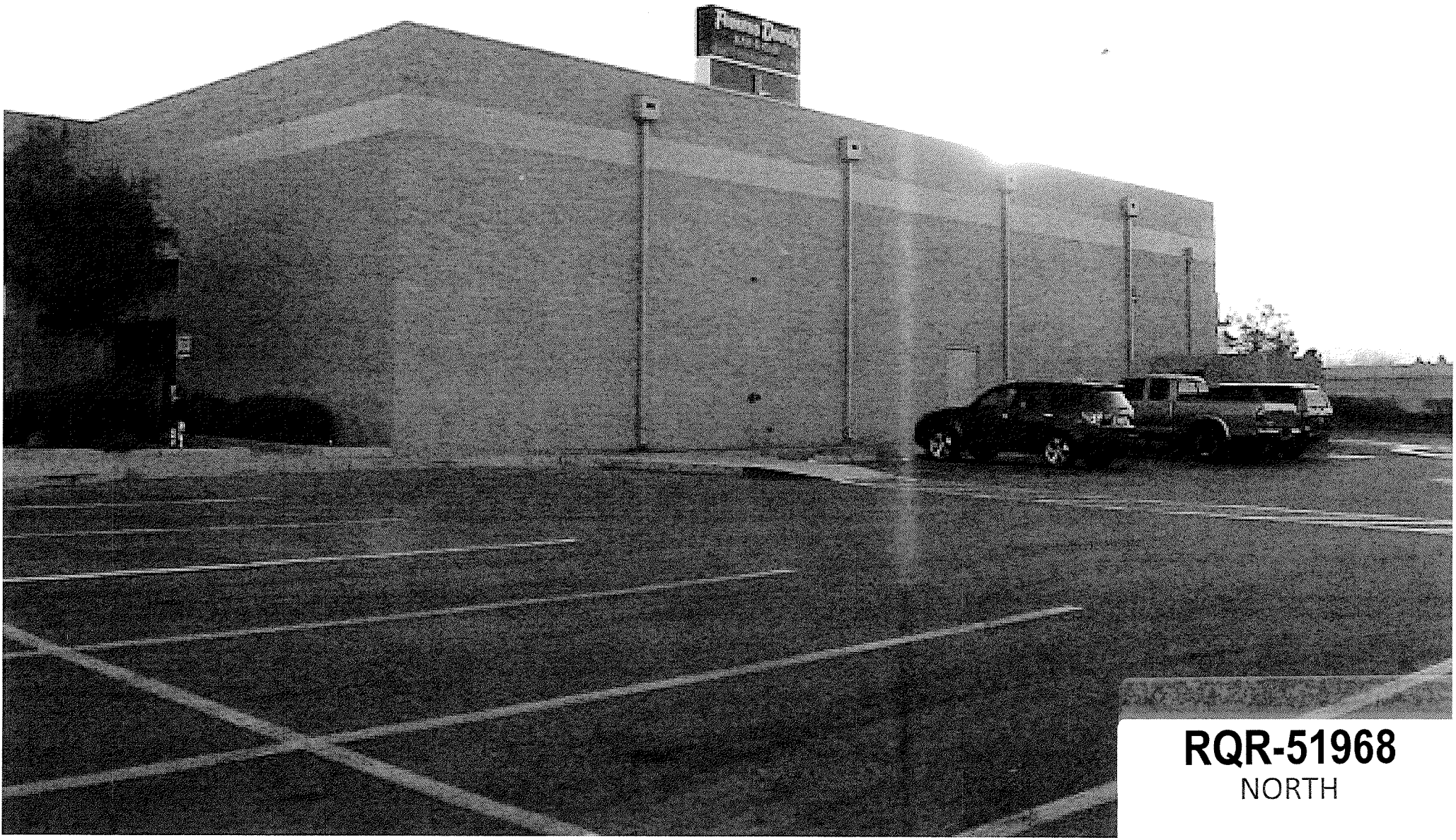
REVISIONS

NO.	DESCRIPTION

SHEET TITLE:
FLOOR PLAN

SCALE: AS NOTED
DATE: 01-25-2012
ISSUED FOR: CLV APPROVAL
SHEET: A2.0

RECEIVED
DEC 10 2013



RQR-51968
NORTH

RECEIVED
DEC 10 2013

RQR-51968
SOUTH

RECEIVED
DEC 10 2013

RQR-51968
EAST #1

RECEIVED
DEC 10 2018

RQR-51968
EAST #2

RECEIVED

RQR-51968

WEST

RECEIVED

RQR-51968
OFFICE INTERIOR

RQR-51968 - APPLICANT: FRANK'S MERCEDES SERVICE - OWNER: RESTAURANT ROW LLC
1931 NORTH RAINBOW BOULEVARD

12/24/13

RQR-51968 - APPLICANT: FRANK'S MERCEDES SERVICE - OWNER: RESTAURANT ROW LLC
1931 NORTH RAINBOW BOULEVARD

12/24/13

REISMAN SOROKAC

Elizabeth M. Sorokac, Esq.
Email: esorokac@rsnvlaw.com

8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258
Cell: (702) 245-5075
Fax: (702) 446-6756

RECEIVED
DEC 10 2013

December 10, 2013

Via Hand Delivery
Flinn Fagg, AICP
Director
City of Las Vegas Planning
333 N. Rancho Drive
Las Vegas, NV 89106

Re: ***Justification Letter***
APN-138-22-713-004, commonly known as 1931 North Rainbow Boulevard, Las Vegas, Nevada 89108 ("Property")
Required Review of SUP 44437—a Special Use Permit to allow an Auto Repair Garage, Minor on the Property ("Application")

Dear Flinn:

This office represents Scandura's European Service dba Frank's European Service, the applicant ("Applicant"), on the Application. The Applicant has been in the repair and service of luxury vehicles for more than 22 years and has one other location in the Las Vegas Valley (located at 704 West Sunset Road in Henderson). On April 18, 2012, the Applicant received approvals from the City of Las Vegas allowing an Auto Repair Garage, Minor on the Property ("SUP 44437"), subject to conditions. One of the approval conditions was that a required review be conducted within one year of the issuance of the Applicant's business license for the Property. The Applicant is now applying for the required review of SUP 44437.

The Property is planned General Commercial in the Southwest Sector part of the City's General Plan and zoned C-1 (Limited Commercial District). The Property is a total of 1.61 acres and it located along the west side of Rainbow, south of Lake Mead and just off the US-95 Lake

Mead/Rainbow exit. The property to the north is planned Service Commercial in the Southwest Sector part of the City's General Plan and zoned C-1 (Limited Commercial District). The property to the south is planned Service Commercial in the Southwest Sector part of the City's General Plan and zoned C-2 (General Commercial District). To the west is the US-95 and to the east is Rainbow Boulevard, an 80 foot right-of-way.

The use of the Property as an Auto Repair Garage, Minor, began on January 2, 2013, and since the commencement of the use, the use has met and continues to meet all of the requirements of the Las Vegas Unified Development Code ("LVUDC"). The Applicant has not received any code violations from the City of Las Vegas (or otherwise) and the Applicant's business has been well received by the surrounding businesses.

The repairs and service work is done within the building and there are no service bays on the building that face public rights-of-way. Cars enter the building through a single roll up door on the east side of the building and exit the building through a single roll up door on the west side of the building. There are no used or discarded automotive parts or equipment stored outside of the building. There is no storage of stock or equipment outside of the building. Although cars that are being serviced may be parked in the Property's parking lot, disabled vehicles, if any, are stored in the parking spots on the west side of the building, which screens the vehicles from Rainbow Boulevard. No vehicle is stored on the Property more than 45 days. Additionally, the Property is an appropriate location for an Auto Repair Garage, Minor, as it was previously used for a similar use and it is located along US-95 and Rainbow, which are heavily traveled right-of-ways where such uses should be located.

The Application includes photos taken just prior to the submittal of the Application and the photos reflect the current state of the Property, including the remodeled interior which boasts an attractive public counter and waiting area. The building is a total of 12,173 square feet. The maximum building height is 23' 4". The building is painted concrete and cinder block construction with a flat roof. The LVUDC requires five parking spaces, plus one parking space for every 200 square feet of floor space (a total of 66 spaces). There are 88 parking spaces located on the Property, including 3 handicap accessible spots. The parking spaces provided meet and exceed the amount required by the LVUDC.

The Property has existing landscaping along Rainbow Boulevard, which includes an attached sidewalk with palm trees, grass and other vegetation. The landscaping along the 95 consists of pine trees, shrubs and green and rock ground cover. There is also landscaping in the parking lot and on the east side of the building where the main entrance to the building is located. The east side landscaping consists of trees and shrubs. All of the landscaping is attractive and well-maintained.

SUP 44437 limited the hours of operation to Monday through Friday from 7:30 a.m. to 5:30 p.m. and Saturdays from 7:00 a.m. to 6:00 p.m. Although the Applicant's current hours of operation on the Property are Monday through Friday from 7:30 a.m. to 5:30 p.m. each day, the

REISMAN SOROKAC

Applicant requests that the approved hours under SUP 44437 remain in place to allow the Applicant the flexibility to be open on Saturdays if there is sufficient demand for Saturday hours in the future. Further, the Applicant's business provides employment to 13 individuals.1301

The Applicant respectfully requests that the Applicant's use of the Property as an Auto Garage, Minor (i.e., SUP 44437) be approved with no further required reviews. Please do not hesitate to contact me at (702) 727-6258 (office), (702) 245-5075 (cell) or via email at esorokac@rsnvlaw.com if you have any questions regarding this matter.

Very Truly Yours,

REISMAN·SOROKAC

Elizabeth M. Sorokac

Elizabeth M. Sorokac, Esq.

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

May 7, 2012

Restaurant Row, LLC
3333 Beverly Road
Hoffman Estates, Illinois 60192-3322

RE: SUP-44437– SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 18, 2012

Dear Applicant:

The City Council at a regular meeting held April 18, 2012, APPROVED the request for a Special Use Permit FOR A 12,173 SQUARE-FOOT AUTO REPAIR GARAGE, MINOR at 1931 North Rainbow Boulevard (APN 138-22-713-004), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 19, 2012. This approval is subject to:

Added:

A. A required review of the business shall be required at a public hearing one year after the issuance of a business license for the subject business.

B. The hours of operation for the business shall be limited to Monday through Friday from 7:30 a.m. – 5:30 p.m. and Saturday 7:00 a.m. – 6:00 p.m.

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg
Director
Planning

cc: Mr. Franics Scandura
Frank's Mercedes Service
2695 S. Decatur Blvd., Ste. #400
Las Vegas, Nevada 89102

Ms. Elizabeth Sorokac
Reisman Sorokac
8965 S. Eastern Ave., Ste. #382
Las Vegas, Nevada 89123

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-51968

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

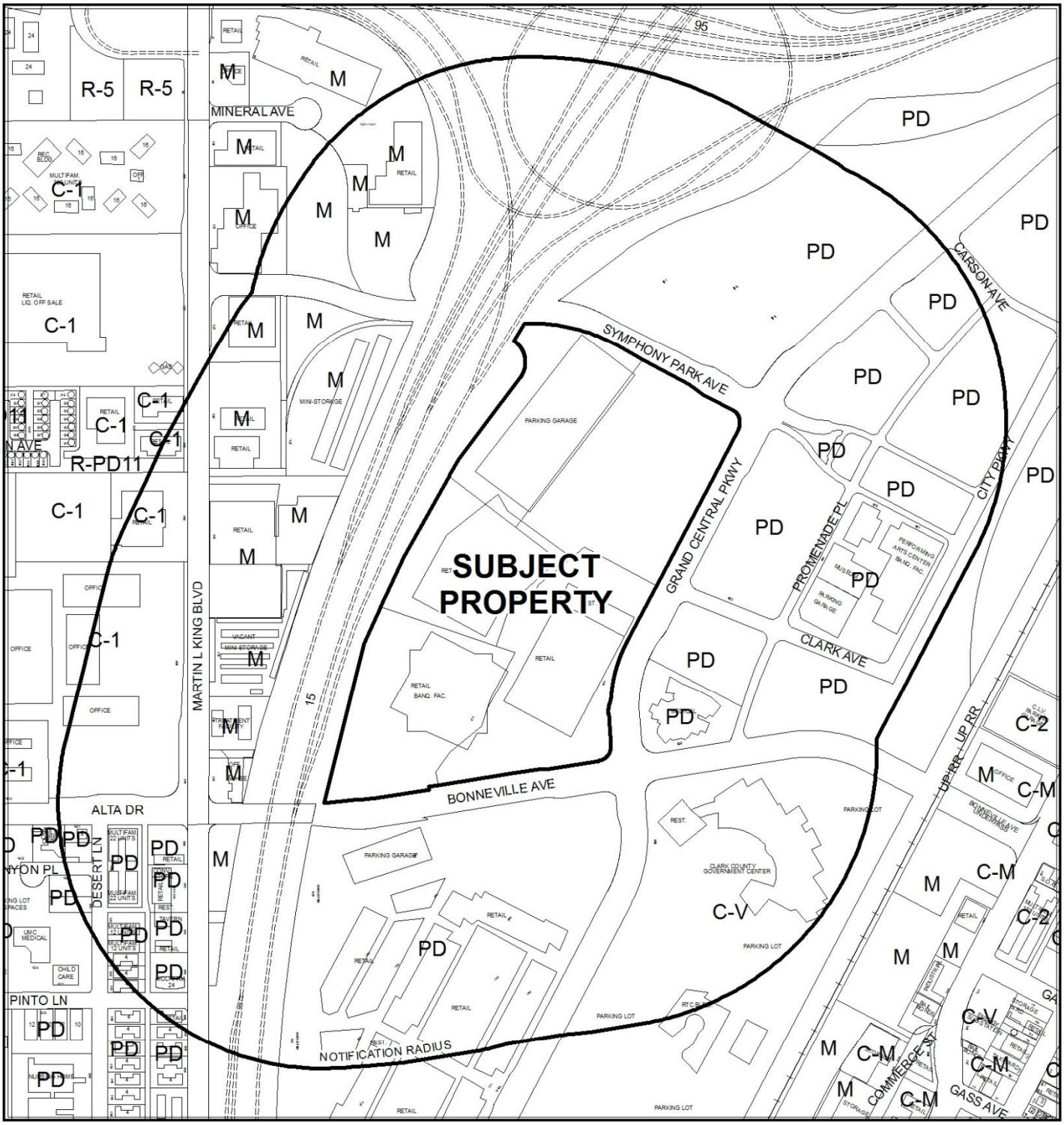
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
MSP-50453 - MASTER SIGN PLAN - PUBLIC HEARING - APPLICANT/OWNER: WMCV PHASE 1, LLC, ET AL - For possible action on a Major Amendment to an approved Master Sign Plan (MSP-6344) TO ADD 14.68 ACRES TO THE SITE AREA; TO ADD ONE 30-FOOT TALL FREESTANDING SIGN WITH FOUR ELECTRONIC READER BOARDS; TO ADD SIX (6) 2,968 SQUARE-FOOT LED DISPLAY WALL SIGNS ON THE EXISTING PARKING GARAGE; AND TO ALLOW LED ON THE 11 EXISTING WALL SIGNS APPROVED BY MSP-40138 WHERE THEY WERE APPROVED ONLY FOR VINYL AND LAMINATE MATERIALS on 35.72 acres at 445, 455, 475, and 495 South Grand Central Parkway (APNs 139-33-511-011 and 012; and 139-33-610-014, 022 and 023), PD (Planned Development) Zone, Ward 5 (Barlow) [PRJ-49847]. The Planning Commission (5-2 vote) recommends DENIAL. 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 (5-2 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for MSP-6433
6. Planning Commission Approval Letter for MSP-40138
7. Justification Letter



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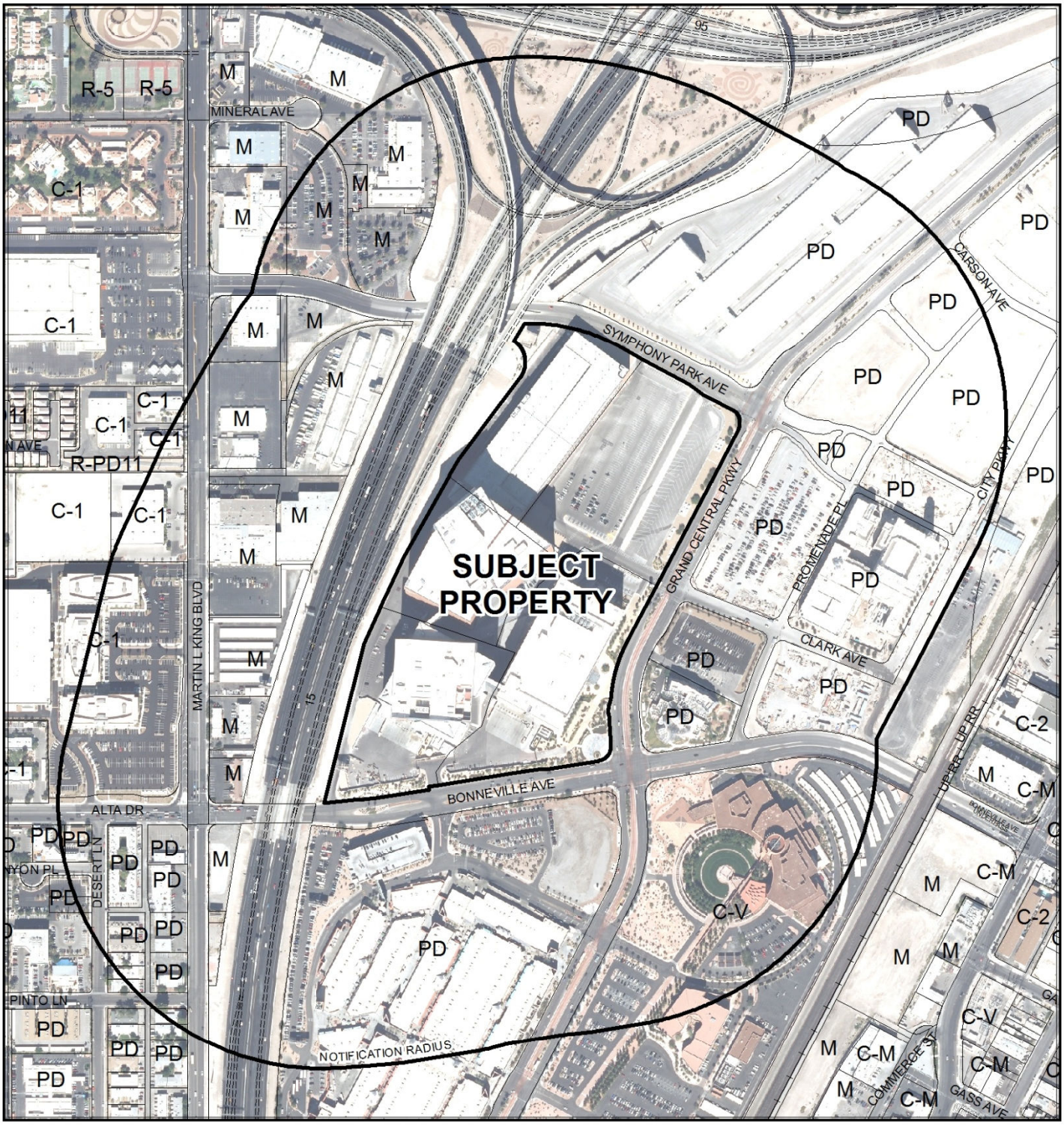
CASE: **MSP-50453 (PRJ-49847)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



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CASE: **MSP-50453 (PRJ-49847)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: WMCV PHASE I, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
MSP-50453	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

MSP-50453 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. Conformance with the site plan, sign elevations and documentation date stamped 08/15/13, except as amended by conditions herein.

3. All signs shall contain on-premise advertising only, as required by the Downtown Centennial Plan Parkway Center Standards.

4. All large wall signs included in this master sign plan using LED illumination shall be limited to static images that change no more frequently than once every six seconds. Such illumination shall adjust brightness automatically in response to changes in surrounding light levels so as not to be unreasonably bright. At no time shall the brightness of LED illumination exceed 300 nits. Illumination shall also be subject to all applicable federal and state standards governing the illumination of signs near federal and state highways and that are more restrictive than those listed in this condition.

5. Lighting fixtures for external illumination, if used, shall be shielded so that the light source is not directly visible from adjacent properties or rights-of-way.

6. All building permits for signage shall be obtained and final inspections shall be completed in conformance 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. Any future amendments to the approved signage within the Master Sign Plan in conformance with the Master Sign Plan and new signage in conformance with Title 19 standards may be reviewed and approved administratively by the Department of Planning.

9. 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 to amend the existing sign plan for the World Market Center to add one, 30-foot tall freestanding sign, one 2,968 square-foot wall sign to the east elevation of the parking garage and to add the option of providing LED illumination on all of the approved and proposed large wall signs in the development. In addition, the 14.68 acres that contain the parking garage and surface parking area are proposed to be formally added to the master sign plan. Currently, none of the approved wall signs have been installed. The signs as proposed are in conformance with the previous master sign plan approvals and Title 19; therefore, staff recommends approval with conditions. If denied, the additional signs cannot be erected and no LED illumination would be allowed for the previously approved signage.

ISSUES

- A Major Amendment of an approved Master Sign Plan (MSP-6344) is required to add area to the sign plan site, to add one large LED illuminated wall sign to the east elevation of the parking garage and to allow LED on the 11 existing wall signs approved by the most recent master sign plan amendment (MSP-40138) where only vinyl and laminate materials were approved.
- The nearest single-family dwellings are located 1,320 feet to the northwest and 2,005 feet to the southeast. These measurements are taken from the nearest approved or proposed sign.
- Conditions of approval applicable to large, LED illuminated signs are recommended in order to protect adjacent properties from potential nuisances and hazards.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/23/98	The City Council approved a Rezoning (Z-0100-97) from M (Industrial) to PD (Planned Development) on 178 acres, including the subject property. The Planning Commission and staff recommended approval.
07/05/00	The City Council adopted Ordinance #5238, thereby adopting the Downtown Centennial Plan, which contains standards for the subject site.
05/16/01	The City Council approved a Site Development Plan Review [Z-0100-97(3)] for a proposed 1,000,000 square foot commercial development (World Market Center Phase I) and a waiver of off-street parking requirements at the southwest corner of Grand Central Parkway and Bonneville Avenue. The Planning Commission and staff recommended approval.

06/15/05	The City Council approved a Master Sign Plan (MSP-6344) for World Market Center Phase I at 495 South Grand Central Parkway. The Planning Commission, Parkway Center Architectural Review Committee (PC-ARC) and staff recommended approval.
07/06/05	The City Council approved a Site Development Plan Review (SDR-6593) for a 1,619,219 square-foot commercial center (World Market Center Phase II). The Planning Commission, PC-ARC and staff recommended approval of the request.
01/12/06	The Planning Commission approved a Site Development Plan Review (SDR-10427) for a proposed four level parking garage with 2,175 parking spaces and waivers of Parkway Center Development Standards at 475 Grand Central Parkway. The PC-ARC and staff recommended approval.
06/07/06	The City Council approved a Major Amendment (SDR-12636) of a previously approved Site Development Plan Review (SDR-10427) to add five levels to the approved parking garage and for the World Market Center Phase III development. The Planning Commission and staff recommended approval.
10/18/06	The City Council approved a Major Amendment (MSP-15823) to an approved Master Sign Plan (MSP-6344) to add signage for World Market Center Phase II at 475 and 495 South Grand Central Parkway. The Planning Commission and staff recommended approval.
03/26/08	Planning and Development Department staff administratively approved the relocation of a 4,472 SF wall sign from the west elevation of Building 2 (475 South Grand Central Parkway) to the west elevation of Building 3 (455 South Grand Central Parkway) through the approved MSP-15823 action.
01/29/09	Planning and Development Department staff approved a Temporary Sign Permit (TSP-33226) for the temporary installation of four (4) proposed 53-foot by 56-foot wall signs on the existing parking garage structure at 445 South Grand Central Parkway, from 01/30/09 to 02/28/09.
03/11/09	Planning and Development Department staff approved a Temporary Sign Permit (TSP-33790) for the temporary installation of one (1) proposed 62-foot by 55-foot wall sign on the existing parking garage structure at 445 South Grand Central Parkway, from 03/23/09 to 04/21/09.
06/11/09	Planning and Development Department staff approved a Minor Amendment (MSP-34474) of a previously approved Master Sign Plan (MSP-6344) for additional signage within the existing World Market Center commercial development.
12/03/09	The Planning Commission approved a Major Amendment (MSP-36336) to a previously approved Master Sign Plan (MSP-6344) to add wall signage on the existing parking structure at 445 South Grand Central Parkway, with waivers of the Downtown Centennial Plan Parkway Center Signage Standards. Staff recommended approval.

12/16/10	The Planning Commission approved a Major Amendment (MSP-40138) to an approved Master Sign Plan (MSP-6344) to add 11 on-premise wall signs totaling 232,400 square feet on eight building faces within an existing commercial development with waivers of the Downtown Centennial Plan Parkway Center Signage Standards on 21.04 acres at 455, 475 and 495 South Grand Central Parkway. Staff recommended denial.
10/08/13	The Planning Commission voted to hold this item (MSP-50453) in abeyance to the December 10, 2013 Planning Commission at the applicant's request.
12/10/13	The Planning Commission voted (5-2/BF,GF) to recommend DENIAL of MSP-50453 [PRJ-49847]. (PC Agenda Item 35/ss)

Most Recent Change of Ownership	
05/04/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/23/05	A building permit (#05003496) was issued for exterior signage (directional, wall and freestanding signs) at 495 South Grand Central Parkway. A final inspection was completed on 10/04/05.
08/10/06	A building permit (#06005248) was issued for an eight-foot tall monument sign at 495 South Grand Central Parkway. A final inspection was completed on 09/26/06.
01/03/07	A building permit (#07000039) was issued for wall signage (1,440 square feet) at 495 South Grand Central Parkway. A final inspection was completed on 02/03/10.
03/27/08	A building permit (#08000042) was issued for exterior signage at 455 South Grand Central Parkway. A final inspection was completed on 07/11/08.

Pre-Application Meeting	
06/11/13	A pre-application meeting was held with the applicant to discuss submittal requirements for an amendment to the existing Master Sign Plan. No waivers or variances would be needed in conjunction with the request, as the proposed signs meet the criteria established through previous master sign plans.

Neighborhood Meeting	
12/05/13	A neighborhood meeting was scheduled to be held at World Market Center, Building C, Suite #174, 455 South Grand Central Parkway, to discuss the proposed signage.

Field Check	
08/29/13	The subject site contains three primary buildings and three off-premise signs facing Interstate 15. There are no large wall signs on any of the buildings; only the World Market Center name and logos. An existing four-sided freestanding sign is located south of the intersection of Grand Central Parkway and World Market Center Drive (private street, extension of Clark Avenue).

Details of Application Request	
Site Area	
Net Acres	35.72

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Trade Center/Wholesale Showroom Off-Premise Sign	MXU (Mixed Use)	PD (Planned Development)
North	Warehouse Off-Premise Sign	MXU (Mixed Use)	PD (Planned Development)
South	General Retail	MXU (Mixed Use)	PD (Planned Development)
East	Office, Medical	MXU (Mixed Use)	PD (Planned Development)
West	Freeway (I-15)	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
DCP-O (Downtown Centennial Plan Overlay District) Parkway Center District	Y
A-O (Airport Overlay) District (175 Feet)	Y
DC-O (Downtown Casino Overlay District)	Y
PD (Planned Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

New Signs

Pursuant to the approved Master Sign Plan (MSP-6344) as amended and the Downtown Centennial Plan Parkway Center Standards, the following standards apply:

Freestanding Signs: *[south of the intersection of Symphony Park Avenue and Grand Central Parkway – one sign]*		
Standards	***Allowed***	***Provided***
Maximum Area	264 SF (66 SF * 4 sides)	220 SF (55 SF * 4 sides)
Maximum Height	40 Feet	30 Feet
Minimum Setback	5 Feet	5 Feet
Illumination	Internal/external/animated	LED/animated 12,000 nits

Wall Signs: *[L1 (parking garage, east elevation) – one sign]*		
Standards	***Allowed***	***Provided***
Maximum Area	4,472 SF	2,968 SF
Design	Signs should establish a façade rhythm, scale and proportion where not currently existing	Signs are in keeping with the large scale of the garage building
Material	Signs should be appropriate in color and texture to the building surface	Supreme Mesh or LED are appropriate for building
Illumination	Internal/External	Internal/LED

ANALYSIS

Sign Plan Details Summary (does not include names or logos)

Sign Key	***Location***	***Type***	***Setback (feet)***	***Height (feet)***	***Area (SF)***	***Illumination***	***Animation***
A	Bldg 3/W elev	wall	N/A	180	27,000	**Internal/ External/ LED**	**Yes**
B	Bldg 3/W elev	wall	N/A	180	27,000	**Internal/ External/ LED**	**Yes**
C	Bldg 3/S elev	wall	N/A	150	15,000	**Internal/ External/ LED**	**Yes**

Sign Key	*Location*	*Type*	*Setback (feet)*	*Height (feet)*	*Area (SF)*	*Illumination*	*Animation*
D	Bldg 2/W elev	wall	N/A	150	15,000	**Internal/ External/ LED**	**Yes**
E	Bldg 2/W elev	wall	N/A	150	18,000	**Internal/ External/ LED**	**Yes**
F	Bldg 2/S elev	wall	N/A	150	11,250	**Internal/ External/ LED**	**Yes**
G	Bldg 2/W elev	wall	N/A	150	18,000	Internal/ External/ LED	Yes
H	Bldg 1/E elev	wall	N/A	350	40,250	**Internal/ External/ LED**	**Yes**
I	Bldg 3/N elev	wall	N/A	300	45,000	**Internal/ External/ LED**	**Yes**
J	Bldg 1/S elev	wall	N/A	150	7,950	**Internal/ External/ LED**	**Yes**
K	Bldg 1/N elev	wall	N/A	150	7,950	**Internal/ External/ LED**	**Yes**
L1	**Garage/E elev**	**wall**	**N/A**	**56**	**2,968**	**Internal/ External/ LED**	**Yes**
L2	Garage/E elev	wall	N/A	56	2,968	**Internal/ External/ LED**	**Yes**
L3	Garage/E elev	wall	N/A	56	2,968	**Internal/ External/ LED**	**Yes**
L4	Garage/E elev	wall	N/A	56	2,968	**Internal/ External/ LED**	**Yes**
L5	Garage/E elev	wall	N/A	56	2,968	**Internal/ External/ LED**	**Yes**

Sign Key	*Location*	*Type*	*Setback (feet)*	*Height (feet)*	*Area (SF)*	*Illumination*	*Animation*
M	Garage/S elev	wall	N/A	56	2,968	**Internal/ External/ LED**	**Yes**
N	SW corner Grand Montecito and World Market Center Dr.	freestanding	5	40	264	Internal	No
O	**W side of Grand Central Pkwy, S of Symphony Park Ave.**	**freestanding**	**5**	**30**	**220**	**Internal/LED**	**Yes**

*Proposed signs and sign elements are indicated in **boldface** type.*

This sixth amendment to the original Master Sign Plan (MSP-6399), if approved, would allow optional internal LED illumination for each of the 11 previously approved large wall signs for Buildings 1, 2 and 3, as well as for the six signs proposed to be placed on the parking garage facades. The existing approval only allows vinyl and laminate materials to be used for the signs. The Parkway Center Standards are silent with regard to sign illumination and defer to Title 19.

Per Title 19.08.120, electronic message units, animated signs and flashing signs are prohibited within 200 feet of property planned or zoned for residential use unless the design of the sign or its location and orientation ensure that the electronic message unit, animated or flashing portion of the sign, or any other light from the sign will not be visible from the property planned or zoned for residential use. The nearest property zoned for residential use is located 1,320 feet to the northwest of the west facades of Buildings 2 and 3. There are intervening buildings and a freeway (Interstate 15) between the existing single-family dwellings and the World Market Center buildings, although unobstructed views are possible. Another single-family dwelling is located 2,005 feet to the southeast of the east façade of Building 1; however, this property is zoned C-M (Commercial/Industrial).

The Parkway Center Standards prohibit new off-premise signs, allowing only the existing billboards approved before the buildings were constructed. Therefore, none of the new or approved signs may contain messages that advertise services or products not found within the master sign plan area. To further protect nearby properties, illuminated signs cannot change more than once every six seconds, and cannot display at a brightness exceeding 300 nits, which is roughly equivalent to standard computer monitors.

Freestanding signs are allowed through MSP-6399, which allowed a similar four-sided trapezoidal sign of up to 40 feet in height with a total area of 264 square feet (66 square feet per side). The proposed sign, to be located south of the southwest corner of Symphony Park Avenue and Grand Central Parkway, will not exceed these maximums. The structural support of the sign will be adequately screened, is aesthetically pleasing and compatible with the scale of the development and nearby development.

The new wall sign proposed would face Symphony Park, the Smith Center and a large surface parking lot. This sign matches the size and design of the previously approved garage signs, is appropriate for the scale of the building and is compatible with the surrounding land uses.

FINDINGS (MSP-50453)

The signs as proposed are in conformance with the previous master sign plan approvals and Title 19; therefore, staff recommends approval with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED 42 by the City Clerk

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

MSP-50453

Case Number: PRJ49847 APN: 139335110 11, -012, 139336100 14, -022, -023

Name of Property Owner: WMCV Phase 1, LLC, WMCV Phase 2, LLC, WMCV Phase 3, LLC
WMC LI Associates, LLC

Name of Applicant: _____

Name of Representative: Jonathan Lelev

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: Robert J. Maricich

Print Name: Robert J. Maricich

Subscribed and sworn before me

This 8th day of July, 2013

Notary Public in and for said County of Clark and State of Nevada

KELLY T. HUNT
NOTARY PUBLIC, STATE OF NEVADA
My Commission Expires: 08-15-17
Certificate No: 09-10499-1

PRJ-49847
08/15/13

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Major amendment of approved Master Sign Plan

Project Address (Location) 495 S. Grand Central Pkwy.

Project Name World Market Center Las Vegas **Proposed Use** N/A

Assessor's Parcel #(s) 13933511011, 012, 13933610014, 022, (**Ward #** 5

General Plan: existing N/A proposed N/A **Zoning:** existing N/A proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information N/A

PROPERTY OWNER WMCV Phase 1, LLC, WMCV Ph **Contact** Jonathan Leleu

Address 495 S. Grand Central Pkwy., Suite 2203 **Phone:** 7025998105 **Fax:** 7025998170

City Las Vegas **State** NV **Zip** 89106

E-mail Address jleleu@imcenters.com

APPLICANT Same as Property Owner **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE Jonathan Leleu **Contact**

Address 495 S. Grand Central Pkwy., Suite 2203 **Phone:** 7025998105 **Fax:** 7025998170

City Las Vegas **State** NV **Zip** 89106

E-mail Address jleleu@imcenters.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Robert J. Maricich

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robert J. Maricich, CEO

Subscribed and sworn before me

This 11th day of July, 20 13.

Notary Public in and for said County and State

KELLY T. HUNT
NOTARY PUBLIC, STATE OF NEVADA
My Commission Expires: 05-15-17
Certificate No: 09-10499-1

FOR DEPARTMENT USE ONLY

Case #	MSP-50453
Meeting Date:	10/08/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-49847
08/19/13

Revised 10/27/08

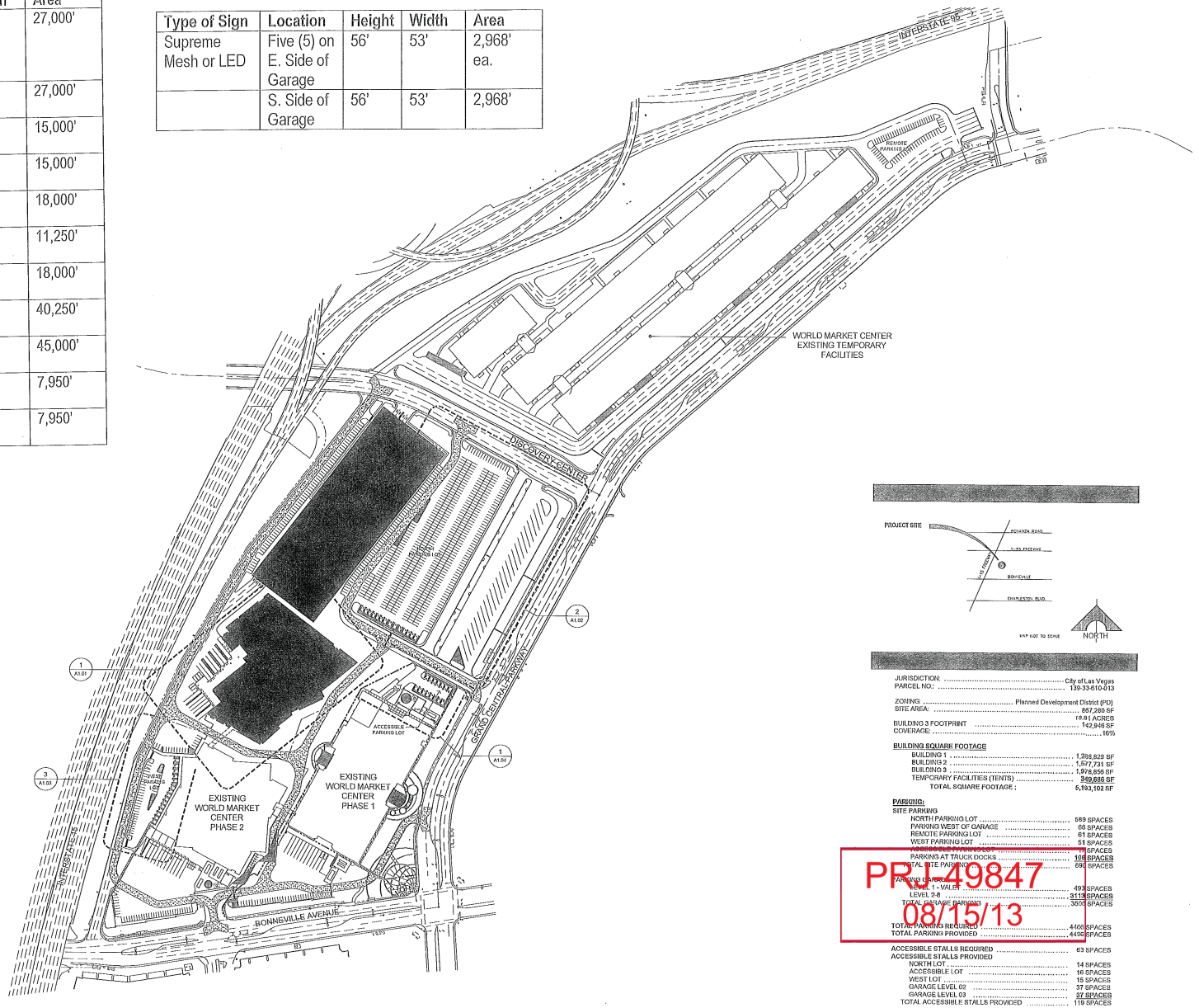
f:\depot\Application Packet\Application Form.pdf

Building Signage

Type of Sign	Location	Height	Width	Area
On-Premise 3M Vinyl with Laminate or LED	W. Side of Building C	180'	150'	27,000'
	W. Side of Building C	180'	150'	27,000'
	S. Side of Building C	150'	100'	15,000'
	W. Side of Building B	150'	100'	15,000'
	W. Side of Building B	150'	120'	18,000'
	S. Side of Building B	150'	75'	11,250'
	W. Side of Building B	150'	120'	18,000'
	E. Side of Building A	350'	115'	40,250'
	N. Side of Building C	300'	150'	45,000'
	S. Side of Building A	150'	53'	7,950'
	N. Side of Building A	150'	53'	7,950'

Garage Signage

Type of Sign	Location	Height	Width	Area
Supreme Mesh or LED	Five (5) on E. Side of Garage	56'	53'	2,968' ea.
	S. Side of Garage	56'	53'	2,968'



JURISDICTION: City of Las Vegas
PARCEL NO.: 139-33-610-013

ZONING: Planned Development District (PD)
SITE AREA: 867,280 SF
(19.91 ACRES)
BUILDING 3 FOOTPRINT 142,946 SF
COVERAGE: 16%

BUILDING SQUARE FOOTAGE

BUILDING 1	1,266,829 SF
BUILDING 2	1,577,731 SF
BUILDING 3	1,976,856 SF
TEMPORARY FACILITIES (TENTS)	349,686 SF
TOTAL SQUARE FOOTAGE :	5,193,102 SF

PARKING:

SITE PARKING

NORTH PARKING LOT	589 SPACES
PARKING WEST OF GARAGE	66 SPACES
REMOTE PARKING LOT	61 SPACES
WEST PARKING LOT	51 SPACES
PARKING AT TRUCK DOCKS	106 SPACES
TOTAL SITE PARKING	893 SPACES

PARKING GARAGE

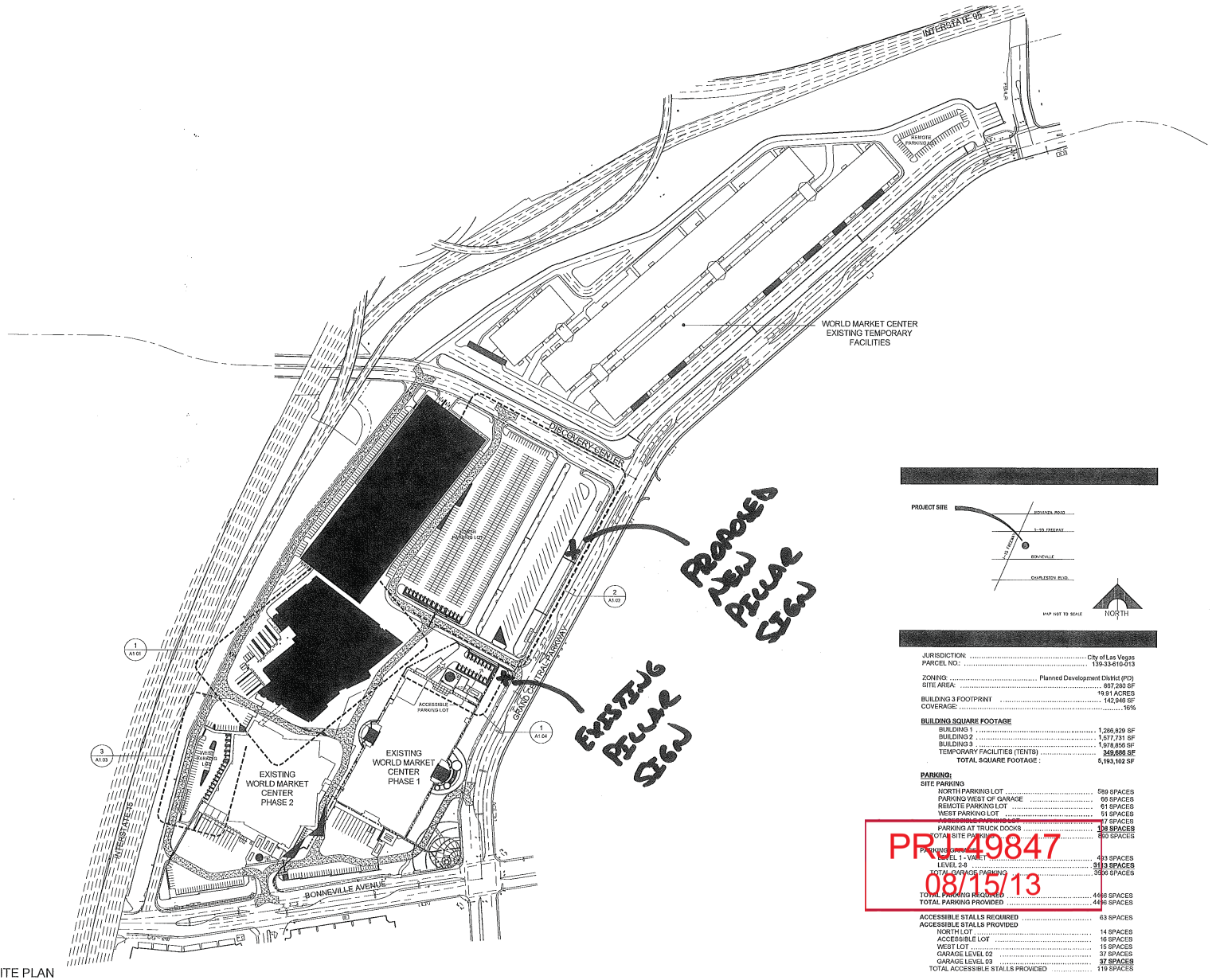
LEVEL 1 - VALET	493 SPACES
LEVEL 2-8	3113 SPACES
TOTAL GARAGE PARKING	3606 SPACES
TOTAL PARKING REQUIRED	4166 SPACES
TOTAL PARKING PROVIDED	4499 SPACES

ACCESSIBLE STALLS REQUIRED	93 SPACES
ACCESSIBLE STALLS PROVIDED	
NORTH LOT	14 SPACES
ACCESSIBLE LOT	16 SPACES
WEST LOT	16 SPACES
GARAGE LEVEL 02	37 SPACES
GARAGE LEVEL 03	37 SPACES
TOTAL ACCESSIBLE STALLS PROVIDED	119 SPACES

PRJ-49847
08/15/13

A MASTER SITE PLAN
Scale 1" = 120'

MSP-50453



JURISDICTION:	City of Las Vegas
PARCEL NO.:	139-33-610-013
ZONING:	Planned Development District (PD)
SITE AREA:	867,280 SF
	19.91 ACRES
BUILDING 3 FOOTPRINT	142,946 SF
COVERAGE:	16%

BUILDING SQUARE FOOTAGE

BUILDING 1	1,266,829 SF
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TEMPORARY FACILITIES (TENTS)	349,686 SF
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PARKING:

SITE PARKING

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REMOTE PARKING LOT	61 SPACES
WEST PARKING LOT	91 SPACES
PARKING AT TRUCK DOCKS	17 SPACES
PARKING AT TRUCK DOCKS	108 SPACES
TOTAL SITE PARKING	850 SPACES

PARKING GARAGES

LEVEL 1 - VALET	403 SPACES
LEVEL 2-3	3133 SPACES
TOTAL GARAGE PARKING	3536 SPACES
TOTAL PARKING REQUIRED	4446 SPACES
TOTAL PARKING PROVIDED	4446 SPACES

ACCESSIBLE STALLS REQUIRED	63 SPACES
ACCESSIBLE STALLS PROVIDED	
NORTH LOT	14 SPACES
ACCESSIBLE LOT	16 SPACES
WEST LOT	15 SPACES
GARAGE LEVEL 02	37 SPACES
GARAGE LEVEL 03	37 SPACES
TOTAL ACCESSIBLE STALLS PROVIDED	119 SPACES

PRJ-49847
08/15/13

A MASTER SITE PLAN
Scale 1" = 120'

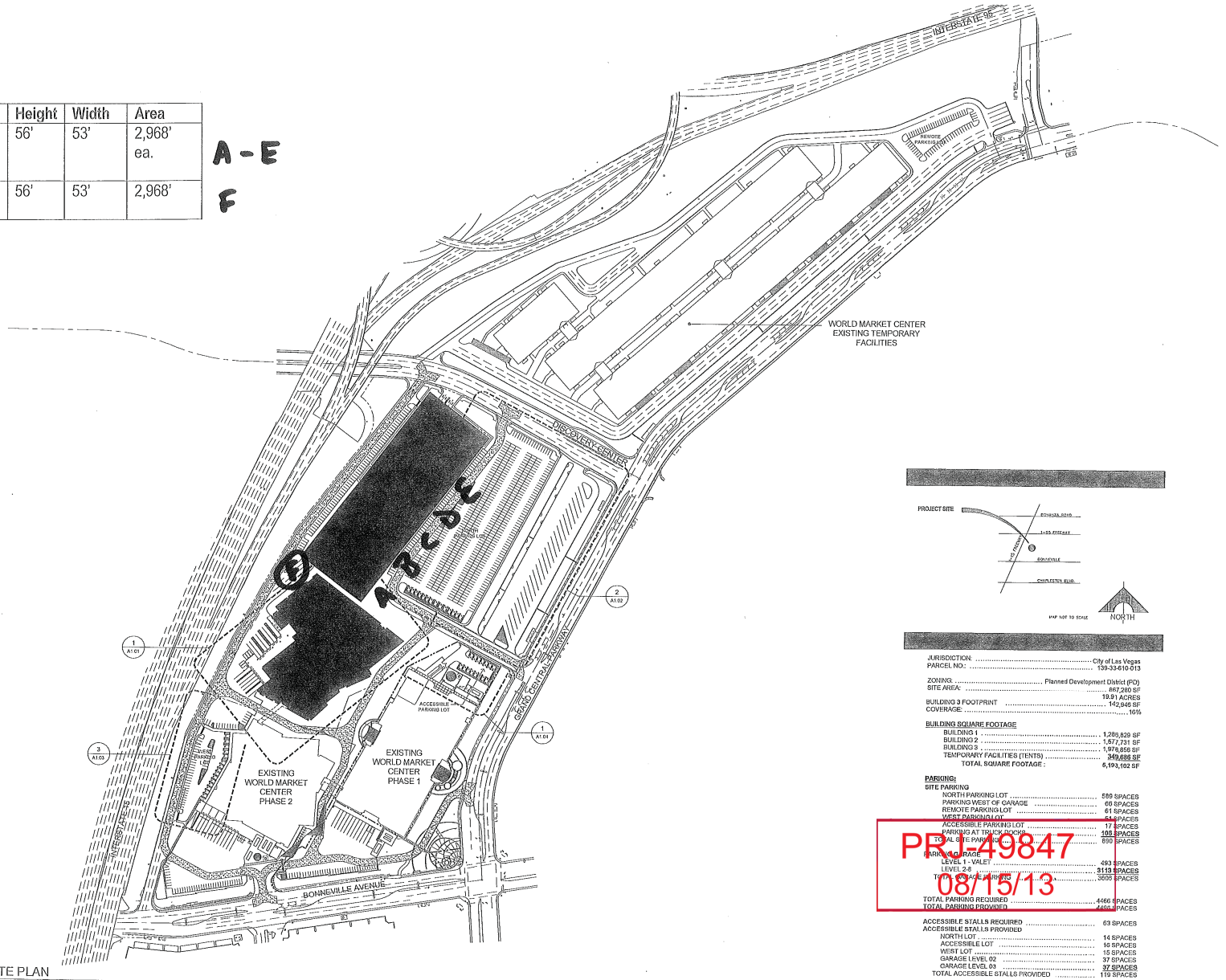
MSP-50453

Garage Signage

Type of Sign	Location	Height	Width	Area
Supreme Mesh or LED	Five (5) on E. Side of Garage	56'	53'	2,968' ea.
	S. Side of Garage	56'	53'	2,968'

A-E

F



A MASTER SITE PLAN

Scale 1" = 120'

JURISDICTION: City of Las Vegas
PARCEL NO.: 139-33-610-013

ZONING: Planned Development District (PD)
SITE AREA: 867,280 SF
19.91 ACRES
BUILDING 3 FOOTPRINT 142,946 SF
COVERAGE: 16%

BUILDING SQUARE FOOTAGE
BUILDING 1 1,286,829 SF
BUILDING 2 1,577,731 SF
BUILDING 3 1,978,856 SF
TEMPORARY FACILITIES (TENTS) 349,686 SF
TOTAL SQUARE FOOTAGE : 6,193,102 SF

PARKING:
SITE PARKING
NORTH PARKING LOT 588 SPACES
PARKING WEST OF GARAGE 66 SPACES
REMOTE PARKING LOT 61 SPACES
WEST PARKING LOT 44 SPACES
ACCESSIBLE PARKING LOT 17 SPACES
PARKING AT TRUCK DOCKS 106 SPACES
TOTAL SITE PARKING 890 SPACES
PARKING GARAGE
LEVEL 1 - VALET 493 SPACES
LEVEL 2-8 3119 SPACES
TOTAL GARAGE PARKING 3606 SPACES
TOTAL PARKING REQUIRED 4466 SPACES
TOTAL PARKING PROVIDED 4496 SPACES

ACCESSIBLE STALLS REQUIRED 63 SPACES
ACCESSIBLE STALLS PROVIDED
NORTH LOT 14 SPACES
ACCESSIBLE LOT 16 SPACES
WEST LOT 15 SPACES
GARAGE LEVEL 02 37 SPACES
GARAGE LEVEL 03 37 SPACES
TOTAL ACCESSIBLE STALLS PROVIDED 119 SPACES

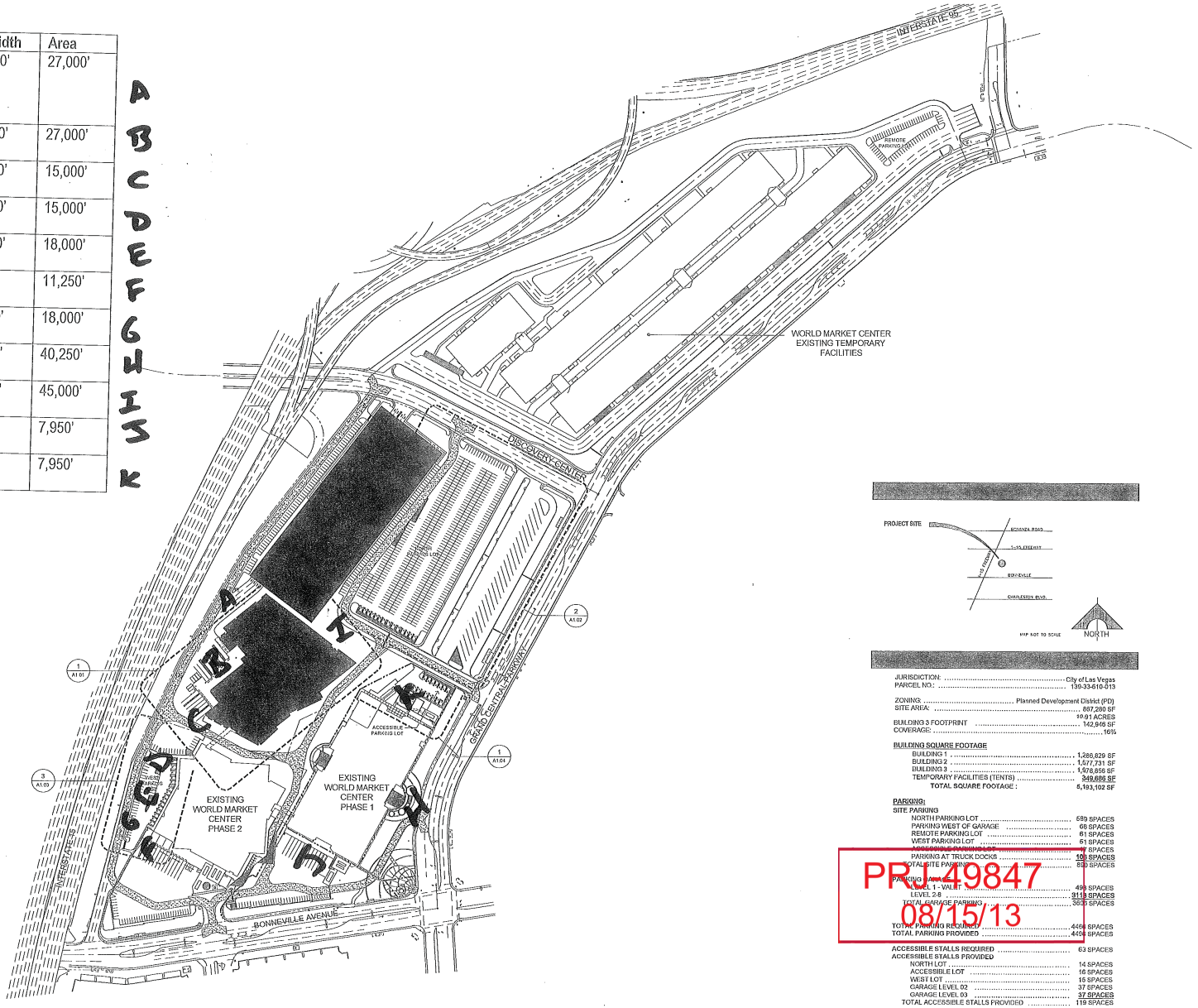
PR-49847
08/15/13

MSP-50453

Building Signage

Type of Sign	Location	Height	Width	Area
On-Premise 3M Vinyl with Laminate or LED	W. Side of Building C	180'	150'	27,000'
	W. Side of Building C	180'	150'	27,000'
	S. Side of Building C	150'	100'	15,000'
	W. Side of Building B	150'	100'	15,000'
	W. Side of Building B	150'	120'	18,000'
	S. Side of Building B	150'	75'	11,250'
	W. Side of Building B	150'	120'	18,000'
	E. Side of Building A	350'	115'	40,250'
	N. Side of Building C	300'	150'	45,000'
	S. Side of Building A	150'	53'	7,950'
	N. Side of Building A	150'	53'	7,950'

A B C D E F G H I J K



JURISDICTION: ..... City of Las Vegas
PARCEL NO.: 139-33-610-013

ZONING: ..... Planned Development District (PD)
SITE AREA: ..... 887,280 SF
19.91 ACRES
BUILDING 3 FOOTPRINT ..... 142,946 SF
COVERAGE: 16%

BUILDING SQUARE FOOTAGE
BUILDING 1 ..... 1,286,829 SF
BUILDING 2 ..... 1,577,731 SF
BUILDING 3 ..... 1,976,856 SF
TEMPORARY FACILITIES (TENTS) ..... 349,686 SF
TOTAL SQUARE FOOTAGE: ..... 5,193,102 SF

PARKING:
SITE PARKING
NORTH PARKING LOT ..... 689 SPACES
PARKING WEST OF GARAGE ..... 66 SPACES
REMOTE PARKING LOT ..... 61 SPACES
WEST PARKING LOT ..... 51 SPACES
GARAGE PARKING ..... 76 SPACES
PARKING AT TRUCK DOCKS ..... 109 SPACES
TOTAL SITE PARKING ..... 853 SPACES

PARKING GARAGE
LEVEL 1 - VALET ..... 498 SPACES
LEVEL 2-8 ..... 3113 SPACES
TOTAL GARAGE PARKING ..... 3611 SPACES

TOTAL PARKING REQUIRED ..... 4464 SPACES
TOTAL PARKING PROVIDED ..... 4464 SPACES

ACCESSIBLE STALLS REQUIRED ..... 63 SPACES
ACCESSIBLE STALLS PROVIDED
NORTH LOT ..... 14 SPACES
ACCESSIBLE LOT ..... 16 SPACES
WEST LOT ..... 16 SPACES
GARAGE LEVEL 02 ..... 37 SPACES
GARAGE LEVEL 03 ..... 37 SPACES
TOTAL ACCESSIBLE STALLS PROVIDED ..... 119 SPACES

PRJ-49847
08/15/13

A MASTER SITE PLAN
Scale 1" = 120'

MSP-50453

MSP-50453

MSP-50453

There's only one reason to choose a wireless company.
IT'S THE NETWORK
WORLD
PRJ-49847
08/15/13
MSP-50453
27 AUG 2008

LAS VEGAS **DESIGN** CENTER
at World Market Center Las Vegas

WORLD MARKET CENTER
LAS VEGAS

WORLD MARKET CENTER

LOCATION: South Facing on Building B
SIZE: 120 x 120 feet (estimate only)
TYPE OF SYSTEM: Vinyl Wrap
TYPE OF MATERIAL: 3M Temporary Concrete Vinyl with Laminate

PRJ-49847
08/15/13

MSP-50453

LAS VEGAS **DESIGN** CENTER
at World Market Center Las Vegas

WORLD MARKET CENTER
LAS VEGAS

WORLD MARKET CENTER

LOCATION: West Facing on Building C
SIZE: 150 x 150 feet
TYPE OF SYSTEM: Vinyl Wrap
TYPE OF MATERIAL: 3M Temporary Concrete Vinyl with Laminate

PRJ-49847
08/15/13

MSP-50453

PRJ-49847
08/15/13

MSP-50453

WORLD MARKET CENTER LAS VEGAS

PYLON SIGN

Project Address: WMC Las Vegas, NV
Date: Jan 8th 2013
View: Elevation
Sales Rep: B.P.
Designer: Erik G.
Design #: WMC010813-A

SCOPE

MANUFACTURE & INSTALL (1) FOUR SIDED PYLON SIGN WITH LED UNITS

REVISIONS

Rev (1): 3-13-13
Rev (2):
Rev (3):
Rev (4):
Rev (5):

FINAL APPROVALS

Client:
Estimate:
Design:
Sales Rep:
Page #: 1 of 1

Authorized Signatures

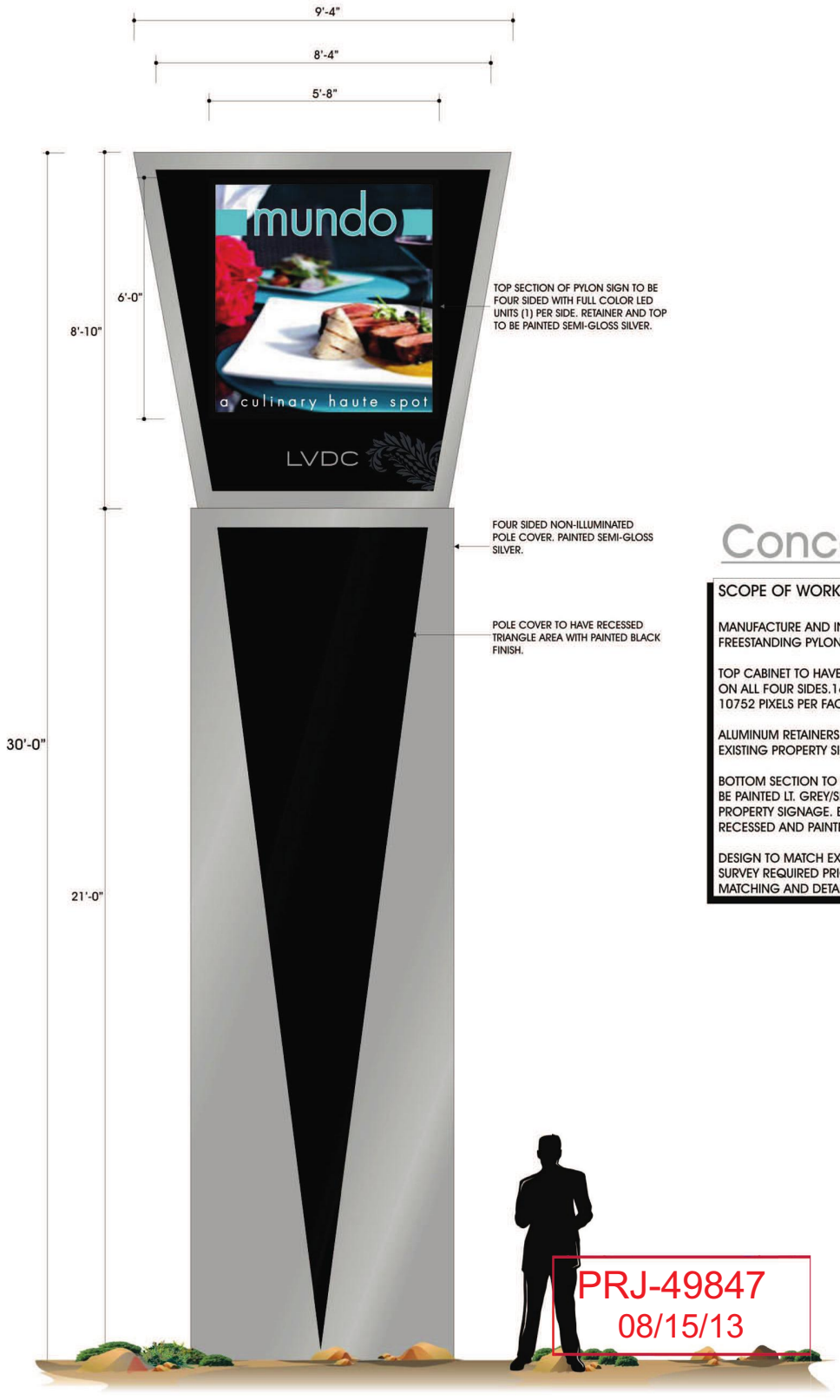
PATRICK'S SIGN COMPANY
5115 S. ARVILLE ST. • LAS VEGAS, NV 89118
ph: 702.873.4463 • f: 702-873-5657
www.PatricksSigns.com
NV LIC #62560

THIS SIGNAGE/ARTWORK IS FABRICATED TO MEET UL REQUIREMENTS AND WILL BE LABELED ACCORDING TO THE UL GUIDELINES

THIS DESIGN/ARTWORK WAS CREATED BY PATRICK'S SIGN COMPANY. IT IS NOT TO BE COPIED, REPRODUCED OR EXHIBITED IN ANY FASHION WITHOUT THE EXPRESSED WRITTEN CONSENT OF PATRICK'S SIGN COMPANY.

MSP-50453

30'-0" TALL OPTION



Concept Design

SCOPE OF WORK:

MANUFACTURE AND INSTALL (1) FOUR SIDED INTERNALLY FREESTANDING PYLON SIGN.

TOP CABINET TO HAVE FULL COLOR LED VIDEO DISPLAY UNITS ON ALL FOUR SIDES.16MM, RGB 281 TRILLION LEVELS, 10752 PIXELS PER FACE, 12000 NIT'S.

ALUMINUM RETAINERS PAINTED LT GREY/SILVER MATCHING EXISTING PROPERTY SIGNAGE.

BOTTOM SECTION TO BE NON-ILLUMINATED. METAL TO BE PAINTED LT. GREY/SILVER MATCHING EXISTING PROPERTY SIGNAGE. BLACK TRIANGLE FEATURE TO BE RECESSED AND PAINTED SEMI-GLOSS BLACK.

DESIGN TO MATCH EXISTING PROPERTY SIGNAGE. FIELD SURVEY REQUIRED PRIOR TO PRODUCTION FOR COLOR MATCHING AND DETAILED SPECS.

PRJ-49847
08/15/13

SIGN: A — FOUR SIDED PYLON SIGN WITH FULL COLOR LED UNITS — QTY 1

PROPOSED ELEVATION
SCALE: 3/8" = 1'

MSP-50453 – APPLICANT/OWNER: WMCV PHASE I, LLC, ET AL
495 SOUTH GRAND CENTRAL PARKWAY

09/08/13

MSP-50453 – APPLICANT/OWNER: WMCV PHASE I, LLC, ET AL
495 SOUTH GRAND CENTRAL PARKWAY

09/08/13

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09/08/13

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09/08/13

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495 SOUTH GRAND CENTRAL PARKWAY

09/08/13

MSP-50453 – APPLICANT/OWNER: WMCV PHASE I, LLC, ET AL
495 SOUTH GRAND CENTRAL PARKWAY

09/08/13

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

June 16, 2005

Mr. Robert Holgate
WMC Phase 1, LLC
495 South Grand Central Parkway
Las Vegas, Nevada 89106

RE: MSP-6344 - MASTER SIGN PLAN
CITY COUNCIL MEETING OF JUNE 15, 2005

Dear Mr. Holgate:

The City Council at a regular meeting held June 15, 2005 APPROVED the request for a Master Sign Plan FOR A PROPOSED BUSINESS PARK at 495 South Grand Central Parkway (APN 139-33-610-005 and 006), PD (Planned Development) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 16, 2005. This approval is subject to:

Planning and Development

1. Conformance to the sign illustrations and documentation as submitted in conjunction with this request, dated 03/17/05, except as modified by conditions herein.

2. Any modifications to this Master Sign Plan as submitted, that are in compliance with the requirements of Title 19.14 and the Parkway Center Development Standards, may be reviewed and approved administratively by the Planning and Development Department for Phase I. Signage for any future buildings on the subject site shall require an amendment to the Master Sign Plan, to be reviewed and approved by the Parkway Center Architecture Review Committee (PC-ARC) and the Planning Commission.

3. All freestanding signage shall be have a minimum five-foot setback from the property line, in accordance with the requirements of Title 19.14.060(F)(5).

4. All signage shall have proper permits obtained through the Building and Safety Department.

Public Works

5. Signs shall not be located within the public right-of-way, existing or proposed public sewer or drainage easements, or interfere with Site Visibility Restriction Zones.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-1-05
CLV 7009

PRJ-49847
08/15/13

MSP-50453

6. Site development to comply with all applicable conditions of approval Zoning Reclassification Z-100-97 and all other applicable site related actions.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Joe DeJesus
Casino Lighting & Sign
3665 West Diablo Drive
Las Vegas, Nevada 89118

PRJ-49847
08/15/13

MSP-50453

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

December 17, 2010

Mr. Jonathan Leleu, Esq.
WMCV Phase 1, 2 & 3, LLC
495 South Grand Central Parkway, Suite #2203
Las Vegas, Nevada 89106

RE: MSP-40138 - MASTER SIGN PLAN AMENDMENT
PLANNING COMMISSION MEETING OF DECEMBER 16, 2010

Dear Mr. Leleu:

Your request for a Major Amendment to a previously approved Master Sign Plan (MSP-6344) TO ADD 11 ON-PREMISE WALL SIGNS TOTALING 232,400 SQUARE FEET ON EIGHT BUILDING FACES WITHIN AN EXISTING COMMERCIAL DEVELOPMENT WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN PARKWAY CENTER SIGNAGE STANDARDS on 21.04 acres at 455, 475 and 495 South Grand Central Parkway (APNs 139-33-610-014, 022 and 023), PD (Planned Development) Zone, Ward 5 (Barlow), was considered by the Planning Commission on December 16, 2010.

The Planning Commission voted to ***APPROVE*** your request, subject to the following:

Planning and Development

1. Conformance to the Conditions of Approval for Master Sign Plans MSP-6344, MSP-15823, MSP-34474 and MSP-36336.

2. Conformance to the sign elevations and documentation as submitted in conjunction with this request, date stamped 11/08/10 and 11/02/10, except as amended by conditions herein.

3. A Waiver of the Parkway Center Standards of the Downtown Centennial Plan is hereby approved, to allow 11 wall signs ranging in size from 7,950 to 45,000 square feet where 50 square feet is the maximum area allowed per sign.

4. A Waiver of the Parkway Center Standards of the Downtown Centennial Plan is hereby approved, to allow wall signs to extend above the bottom of the second floor window sill where such is not allowed.

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

CITY OF LAS VEGAS NEVADA

PRJ-49847
08/15/13

5. All signage shall have proper permits obtained through the Building and Safety Department.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

This action by the Planning Commission on **December 16, 2010** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests please access http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm, or contact the Department of Planning and Development at 702.229.6301 after ***January 3, 2011***. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: World Market Center Las Vegas
WMCV Phase 1, 2 & 3, LLC
495 South Grand Central Parkway, Suite #2203
Las Vegas, Nevada 89106

PRJ-49847
08/15/13

May 30, 2013

Mr. Steve Gebeke
City of Las Vegas Planning & Development
333 N. Rancho Dr.
Las Vegas, NV 89106

Re: Justification Letter – Master Sign Plan Amendment Application

WMCV Phase 1, LLC
APN : 139-33-610-023
Address : 495 S. Grand Central Pkwy.
WMCV Phase 2, LLC
APN : 139-33-610-014
Address : 475 S. Grand Central Pkwy.
WMCV Phase 3, LLC
APN : 139-33-610-022
Address : 455 S. Grand Central Pkwy.
WMC II Associates, LLC
APN : 139-33-511-011, -012
Address : 445 S. Grand Central Pkwy.

Dear Mr. Gebeke:

The application seeks approval of an amendment to its Master Sign Plan to allow for the use of Light Emitting Diode as an approved material for the signage previously approved as part of MSP-6344 at the World Market Center Las Vegas buildings located within the Las Vegas Downtown Centennial Plan.

By way of reference, MSP-6344 approved the installation of eleven (11) signs onto the existing World Market Center Las Vegas buildings. The approved signs are 180'W x 150'H (2), 150'W x 100'H (2), 150'W x 120'H (2), 150'W x 75'H (1), 300'W x 115'H (1), 300'W x 150'H (1) and 150'W x 53'H (2) and the approved material for the signs was "3M 3662 Pressure Sensitive Vinyl with 3M Laminate". Applicant contemplates installing the LED medium in stages following approval, and hopes to display at least some of the LED signage for its August, 2013 tradeshow event.

In addition, applicant seeks approval to install an additional 30' pylon sign on its property abutting Grand Central Pkwy., between World Market Center Dr. and Symphony Park Dr. Applicant proposes using LED material for this sign as well, and hopes to complete construction of this additional sign in time for its August, 2013 tradeshow event.

Thank you for your consideration. Should you have any questions or concerns, please do not hesitate to contact me at any time.

Very truly yours,

Jonathan P. Leleu
In-House Counsel for
International Market Centers, LP

PRJ-49847
08/15/13

MSP-50453

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

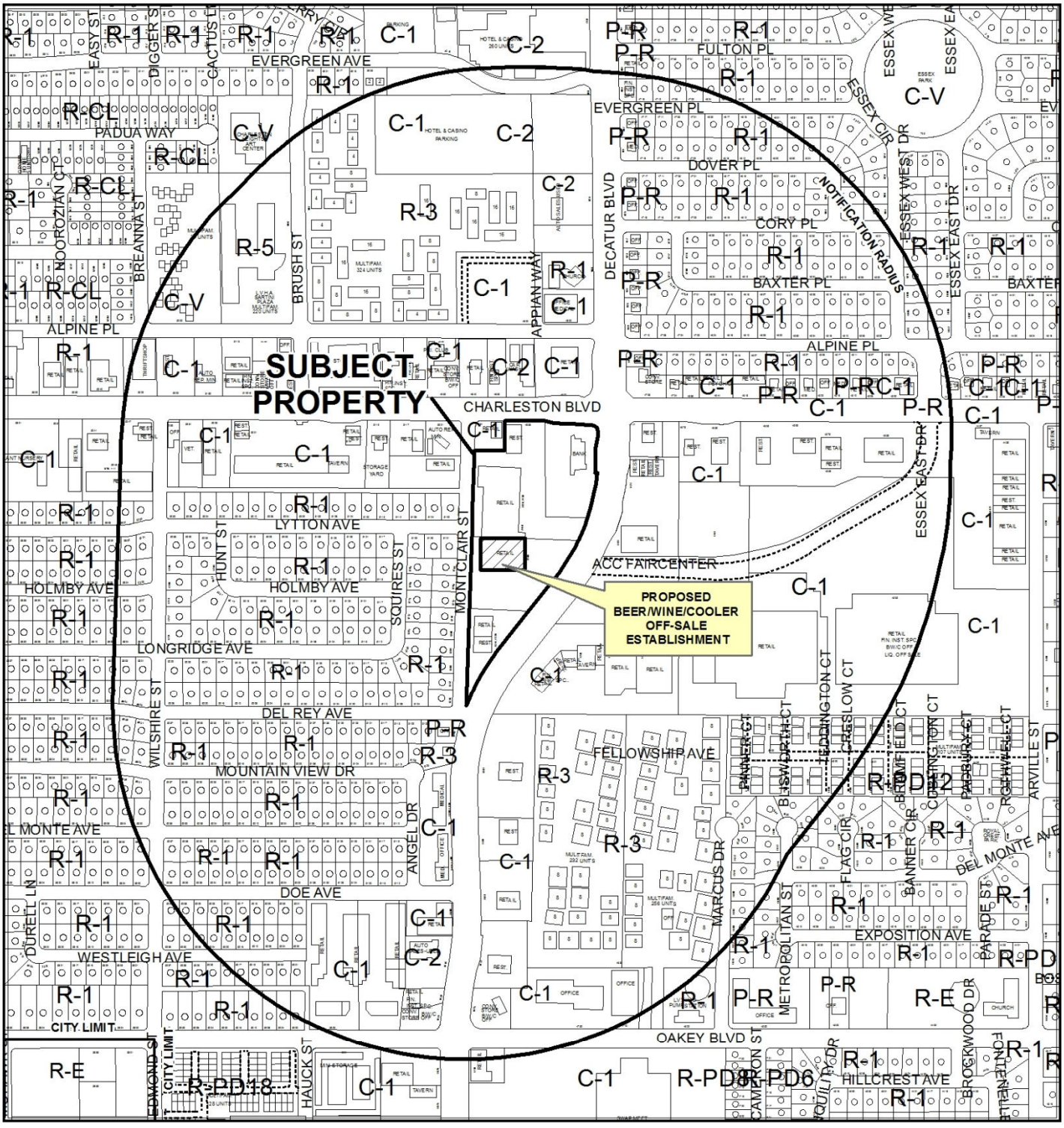
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-51184 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 99¢ ONLY STORE - OWNER: 99 CENT AT DECATUR, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 30,176 SQUARE-FOOT GENERAL RETAIL STORE, OTHER THAN LISTED at 1200 South Decatur Boulevard (APN 162-06-111-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Back up referenced from the December 10, 2013 Planning Commission meeting



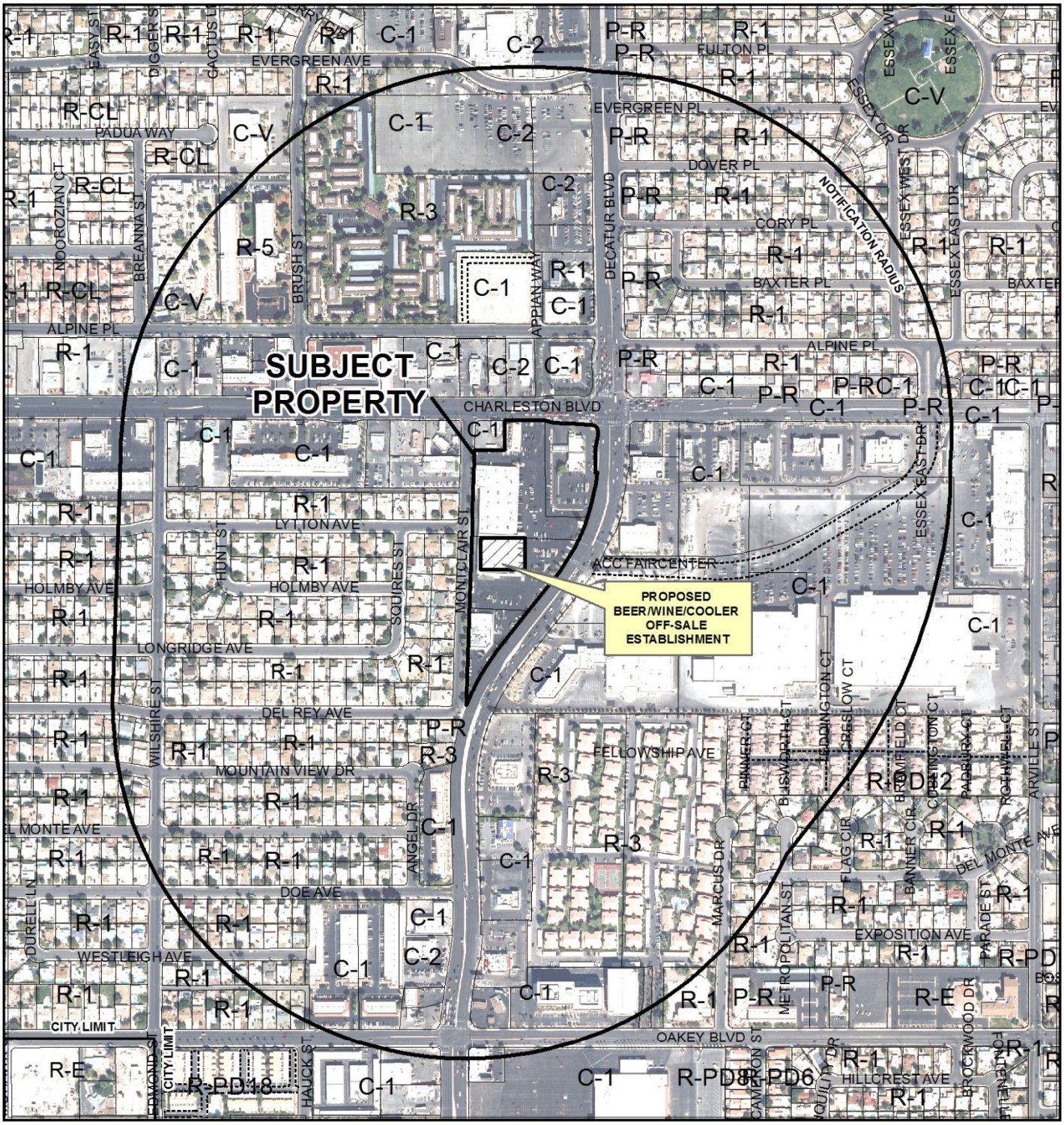
0 400 800 Feet

CASE: **SUP-51184**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



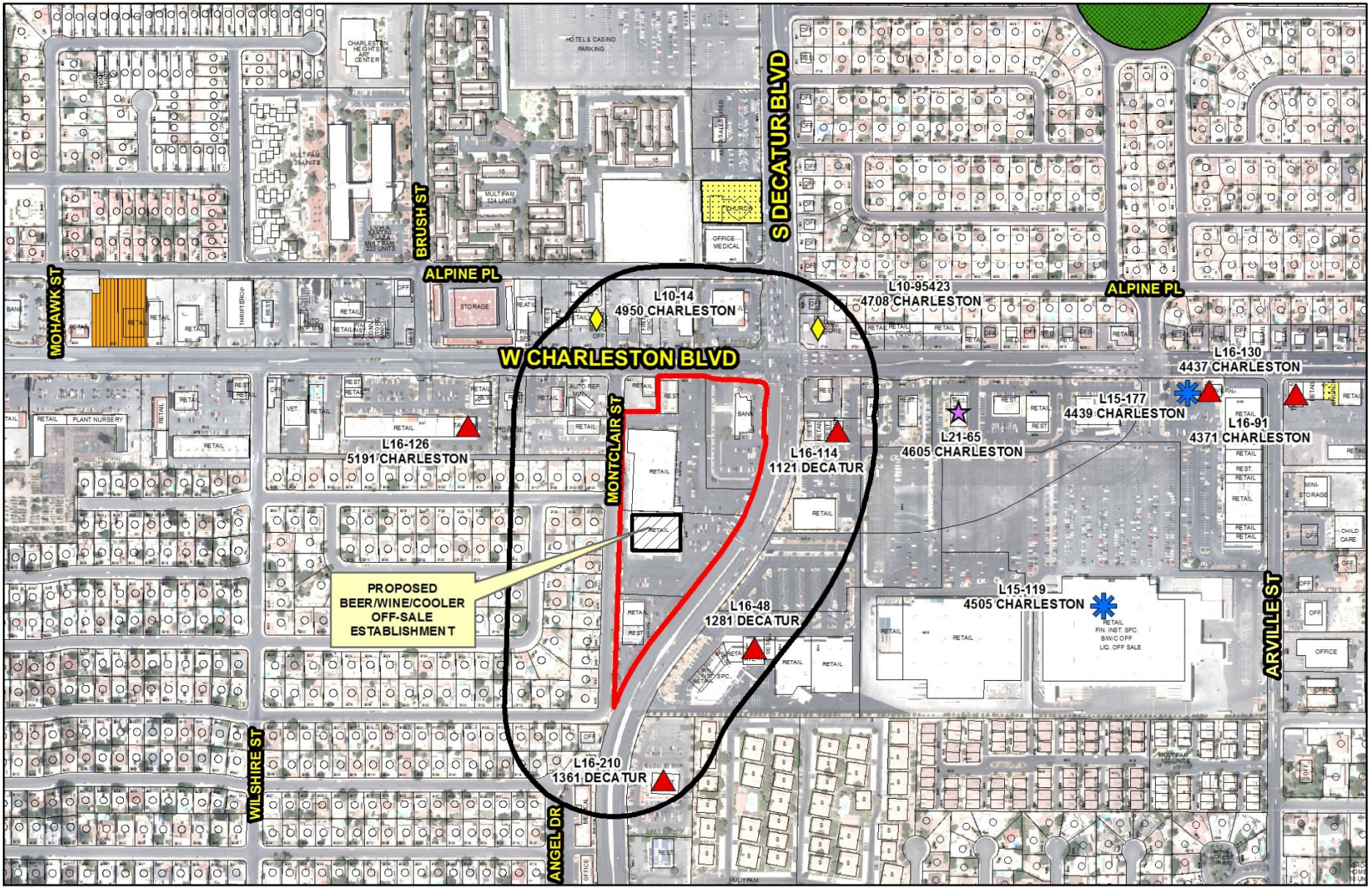
0 400 800 Feet

CASE: **SUP-51184**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-51184

Beer/Wine/Cooler Off-Sale Establishment

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Package Liquor Off-Sale
- Supper Club/ Restaurant Service Bar
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Subject Property
- 400 foot buffer

N

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

Date: Thursday, September 26, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 99¢ ONLY STORE

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-51184	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-51184 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler Off-Sale use.

2. All signage shall be permitted and meet minimum code requirements within 30 days of final approval.

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, as well as submitted as part of any business license application.

6. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a proposed Beer/Wine/Cooler Off-Sale Establishment use within an existing 30,176 square-foot General Retail Establishment, Other Than Listed (a discount grocery store) at 1200 South Decatur Boulevard. Staff recommends approval of the requested Special Use Permit, as the proposed use complies with the all the minimum Special Use Permit requirements for the Beer/Wine/Cooler Off-Sale Establishment use listed in Title 19.12. If denied, the applicant will not be allowed to operate the Beer/Wine/Cooler Off-Sale use at this location.

ISSUES

- The Beer/Wine/Cooler Off-Sale Establishment use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/23/62	The Board of Commissioners approved a Rezoning (Z-0046-62) request from R-E (Residence Estates) to C-1 (Limited or Neighborhood Commercial). The Planning Commission recommended approval of this request.
12/03/75	The City Council approved a Plot Plan Review (Z-0063-63) for a Shopping Center. The Planning Commission recommended approval of this request.
04/10/03	The Department of Planning Administratively approved a Site Development Plan Review (SDR-1832) request for a 30,298 square-foot remodel.
11/12/13	The Planning Commission voted to hold this item in abeyance to the 12/10/13 Planning Commission meeting at the request of the applicant.
12/10/13	The Planning Commission voted (5-2) to recommend DENIAL of SUP-51184. (PC Agenda Item 12/mr)

Most Recent Change of Ownership	
09/11/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1975	The building was constructed.
03/11/03	A building permit (#03007411) was issued for a tenant improvement and certificate of occupancy. The permit was finalized on 06/18/03.
04/12/04	A business license (G50-03519) was issued for General Retail Sales. The license is still active.

Pre-Application Meeting	
08/28/13	A pre-application meeting was held with the applicant's designated representative to discuss the Special Use Permit submittal requirements for Beer/Wine/Cooler use inside an existing general retail store.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/03/13	A field inspection was conducted on the subject site and found the property litter and graffiti free.

Details of Application Request	
Site Area	
Net Acres	8.99

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	General Retail Store, Other Than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)
	Car Wash, Full Service or Auto Detailing		C-2 (General Commercial)
South	Office, Other Than Listed	SC (Service Commercial)	P-R (Professional Office and Parking)
East	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
West	General Retail Store, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

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	103,843 SF	1/250 SF	416				
TOTAL SPACES REQUIRED			416		455		Y
Regular and Handicap Spaces Required			307	9	445	10	Y

ANALYSIS

The Beer/Wine/Cooler Off-Sale use is defined 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 the applicant intends to sell beer, wine and coolers within an existing General Retail Store, Other Than Listed (grocery store).

The Minimum Special Use Permit Requirements for this use include:

1. Except as otherwise provided, no beer/wine/cooler on-sale establishment (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 this 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; or
    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.

    This does not apply as there are protected uses within 400 feet of this property.

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 line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

    This requirement does not apply to the proposed use, as the existing grocery store is located on a parcel that is less than 80 acres in size.

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.

    This does not apply as there are protected uses within 400 feet of this property.

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.

This does not apply as there are protected uses within 400 feet of this property.

6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50 [Non-Waivable].

The proposed use meets this requirement, as beer, wine, and coolers will be sold for off-premises consumption only. Also, conformance to LVMC Chapter 6.50 is a standard condition of approval that cannot be waived.

The proposed Beer/Wine/Cooler Establishment use will be located within an existing grocery store in a C-1 (Limited Commercial) zoning district. The site is an existing shopping center and meets the minimum on-site parking requirements for a Shopping Center. This application meets all the minimum Special Use Permit requirements for the Beer/Wine/Cooler Off-Sale Establishment use and can be conducted in a manner that is compatible and harmonious with the existing neighborhood; therefore, staff recommends approval of this use permit.

FINDINGS (SUP-51184)

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 location for the Beer/Wine/Cooler Off-Sale Establishment is compatible with the existing and future surrounding land uses as it is located in an existing Shopping Center that can easily accommodate uses such as a restaurant, tavern, grocery store or general retail store.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed use will operate within an existing grocery store in an established shopping center. The site is physically suitable to accommodate the proposed 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.**

   Primary site access is from Decatur Boulevard, and secondary access is from Charleston Boulevard, both are a 100-foot wide Primary Arterials that can provide adequate capacity to facilitate 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 Beer/Wine/Cooler Off-Sale Establishment will be subject to regular inspections by regulatory agencies for business licensing and will therefore not compromise the public health, safety and welfare, or the overall objectives of the General Plan.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed use meets all the minimum Special Use Permit requirements detailed in Title 19.12

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 584 by the City Clerk

APPROVALS 0

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-51184** APN: 162-06-111-003

Name of Property Owner: Hollywood at Western, LP

Name of Applicant: 99¢ Only Stores

Name of Representative: Kolesar & Leatham Attn: 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: Tony Shooshani

Subscribed and sworn before me

This _____ day of _____, 20_____

_____ See attached.

Notary Public in and for said County and State

Re: Application for 99¢ Only Stores to obtain Special Use permit.
notes

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On 08/21/13 before me, Ramin Malek (Notary Public)
(insert name and title of the officer)

personally appeared Tony Shooshani,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

HRS1 RAMIN MALEK HRS1
COMM. 1948230
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Aug. 14, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: 99¢ Only Stores

Project Address (Location) 1200 S. Decatur Blvd., Las Vegas, NV 89102

Project Name 99¢ Only Stores **Proposed Use** Beer/Wine/Cooler Establishment

Assessor's Parcel #(s) 162-06-111-003 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.55 **Lots/Units** _____ **Density** _____

Additional Information The Applicant desires to add beer and wine sales to existing grocery/retail business.

PROPERTY OWNER Hollywood at Western LP **Contact** Said Shooshani

Address 9200 Suset Blvd., Suite PH9 **Phone:** 310-274-2777 **Fax:** _____

City Los Angeles **State** CA **Zip** 90069

E-mail Address _____

APPLICANT 99¢ Only Stores **Contact** Alfonso Gomez

Address 4000 Union Pacific Ave. **Phone:** 323-881-9950 **Fax:** _____

City City of Commerce **State** CA **Zip** 90023

E-mail Address AlfonsoG@99only.com

REPRESENTATIVE Kolesar & Leatham **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 Tony Shooshani

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

See attached

FOR DEPARTMENT USE ONLY

Case #	SUP-51184
Meeting Date:	11/12/13
Total Fee:	1280.-
Date Received:*	9/10/13
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

Re: Application for 99¢ Only stores to obtain special Use permit.

notes

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On 8/21/13 before me, Ramin Malek (Notary Public)
(insert name and title of the officer)

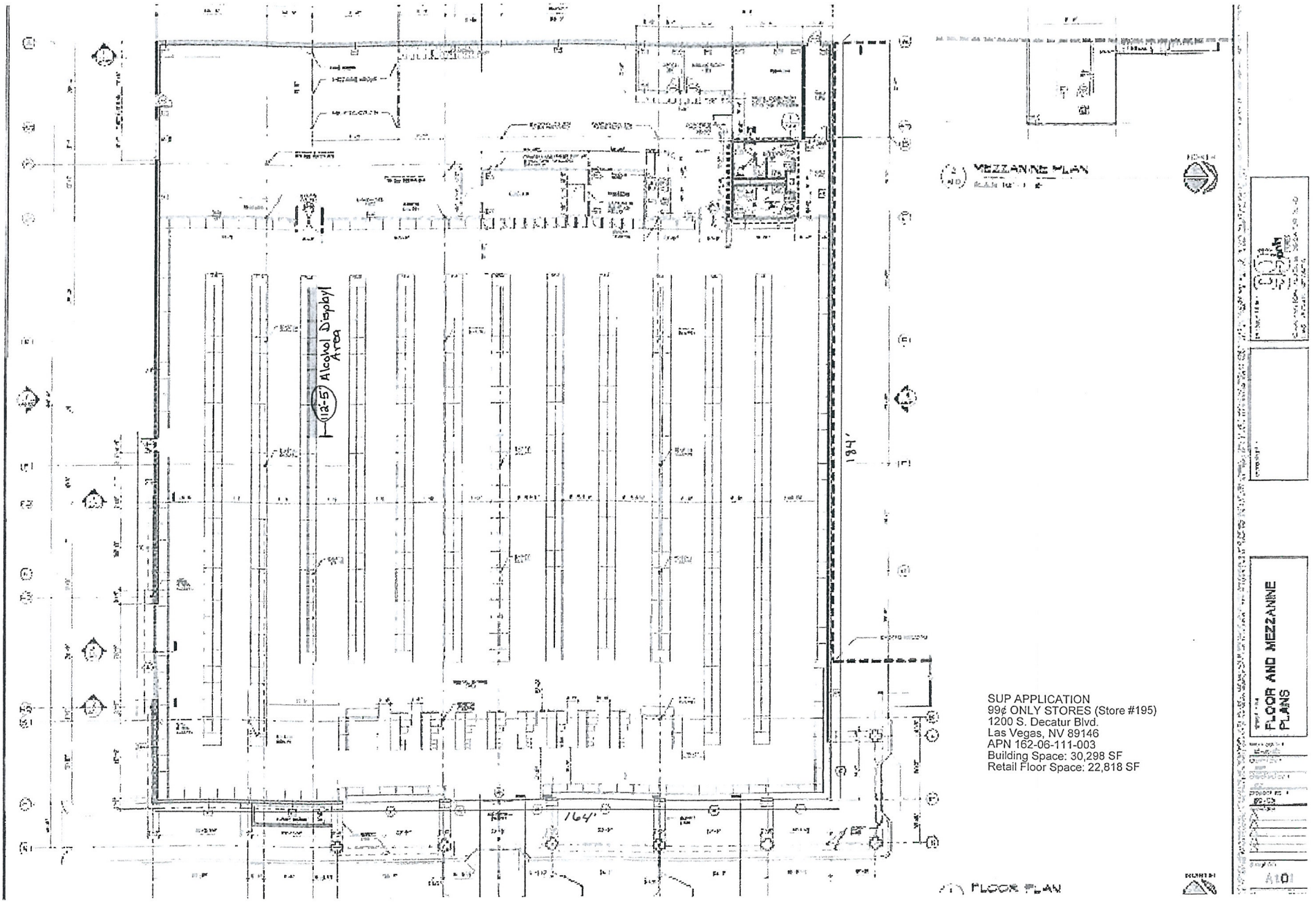
personally appeared Tony Shooshani,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RAMIN MALEK
COMM. 1948230
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Aug. 14, 2015

Signature _____ **(Seal)**



SUP-51184

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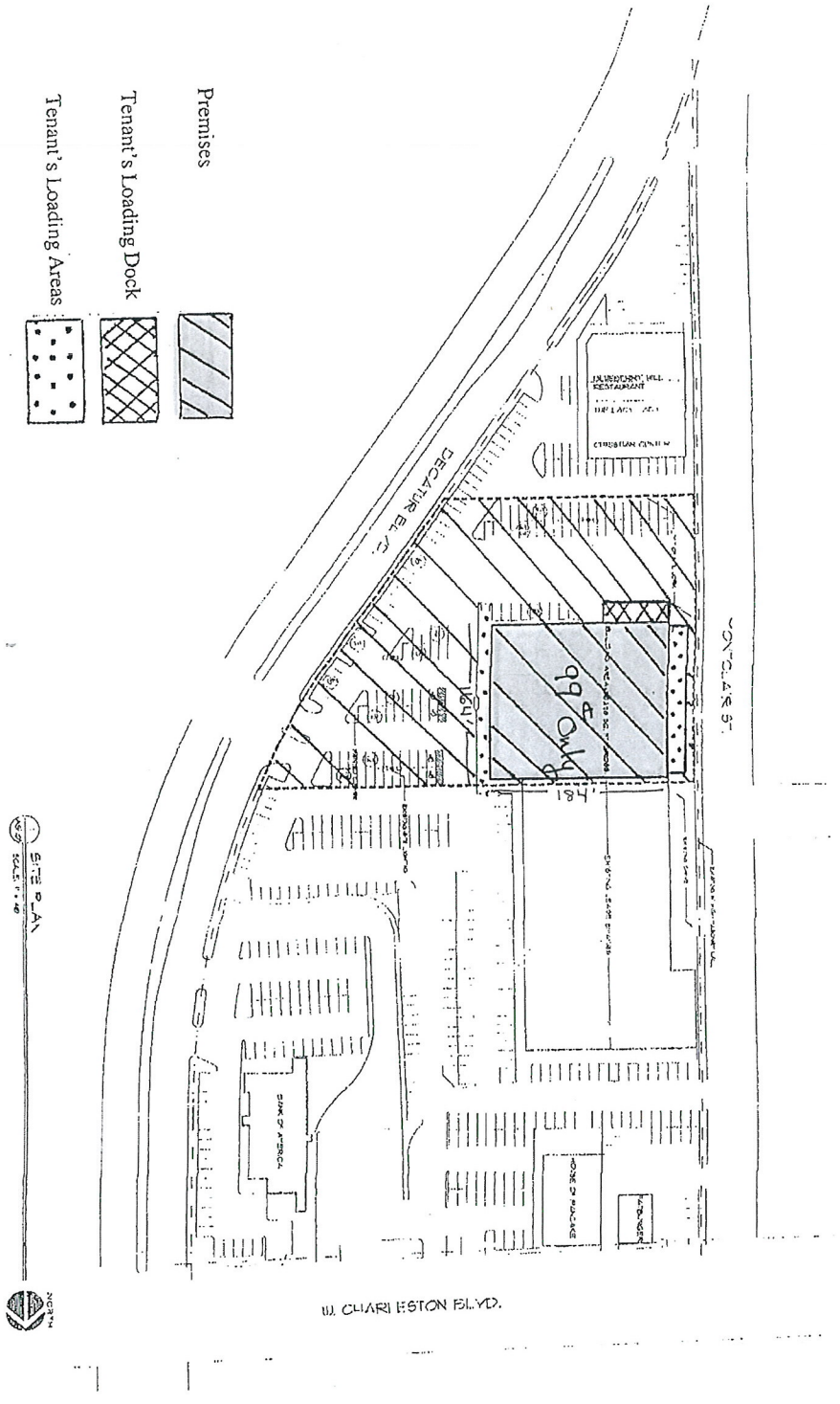
SEP 10 2013

99¢ Only Stores

1200 S. Decatur Boulevard, Las Vegas, NV 89102

EXHIBIT "A"

SITE PLAN & LEGAL DESCRIPTION OF PREMISES



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SEP 10 2013
SUP-51184

Initials

SUP-51184 – APPLICANT: 99¢ ONLY STORE – OWNER: 99 CENT AT DECATUR, LLC
1200 SOUTH DECATUR BOULEVARD

10/03/13

KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800

klnevada.com

September 9, 2013

Via Hand Delivery

City of Las Vegas
Department of Planning & Development
333 North Rancho Drive
Las Vegas, NV 89106

Re: Special Use Permit Application
Proposed Use: Beer/Wine/Cooler Off-Sale Establishment
Applicant: 99¢ Only Stores
Business: 99¢ Only Stores @ 1200 S. Decatur Blvd., Las Vegas, NV 89102
APN: 162-06-111-003

Dear Sir/Madam:

This firm represents 99¢ Only Stores (the "Applicant") at the above-referenced business location (the "Business") with respect to liquor licensing matters in Nevada. The Applicant is applying for a Special Use Permit to allow the sale of alcoholic beverages limited to beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises. In that regard, enclosed for processing please find the following documents:

1) Application/Petition;
2) Statement of Financial Interest;
3) Grant Deed and Legal Description;
4) Pre-Application Meeting Notes;
5) Assessor Parcel Map;
6) Site and Floor Plans; and
7) Check in the amount of $1,280 payable to the City of Las Vegas.

The Applicant is a unique discount retailer offering excellent values on a wide selection of quality food and basic household items. The Applicant has been a tenant at this location for more than 10 years. The Applicant desires to add beer, wine and cooler sales for off-premises consumption to its existing grocery and retail business, as permitted with a Package Beer/Wine/Cooler Off-Sale License pursuant to Las Vegas Municipal Code 6.50.060.

The addition of beer, wine and coolers for off-premises consumption at the Business will not negatively impact or affect the environment or character of the immediate community. The Business is committed to ensuring compliance with all local and State laws regarding the sale of alcoholic beverage products for off-premises consumption. The Business has implemented and will adhere to

RECEIVED
SEP 11 2013
City of Las Vegas
Department of Planning

SUP-51184

strict internal policies to prevent the sale of alcoholic beverage products to minors and to ensure that alcoholic beverage products are not consumed on the premises or in the parking area.

Further, the proposed use of beer, wine and coolers for off-premises consumption is consistent with the existing land uses in the immediate vicinity. The Business will continue to provide a benefit to the community and the neighboring businesses in the surrounding area. As an anchor tenant and nationally recognized brand, the Business draws vital customer traffic to the neighboring businesses in the community. The Applicant has enclosed a floor plan which includes an outline of the initial area dedicated for the display of beer, wine and cooler beverages. Further, the addition of beer, wine and cooler sales to the Applicant's Business would demonstrate a uniform presence for 99¢ Only Stores in the community by providing similar goods that will soon be offered at numerous other Nevada 99¢ Only Stores.

The proposed beer/wine/cooler off-sale establishment 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 or parking accommodations will be necessary to accommodate the proposed use at the Business. The site provides adequate pedestrian and vehicle ingress/egress to and from the Business from Decatur Blvd. and Charleston Blvd. Please note that the Business is open seven days a week from 7:00 a.m. to 10:00 p.m., and employs approximately 40 employees.

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: Michael B. Green, Esq. (w/o encls.)
Matthew D. Saltzman, Esq. (w/o encls.)
Jonathan J. Winn, Esq. (w/o encls.)

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SEP 11 2013
City of Las Vegas
Department of Planning

SUP-51184

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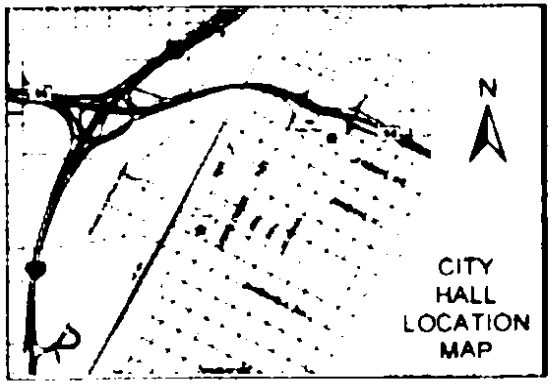
11/04/2013 8:42 AM

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 at the address listed above or fax this side of this card to (702) 464-7499. 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-51184

Planning Commission Meeting of **11/12/2013**

Case SUP-51184
16206212003
BRENT BRUCE M
1508 MARCUS DR
LAS VEGAS NV 89102-1524

AGENDA ITEM #15
PROTEST

egas
f Planning
Services Center
ncho Drive, 3rd Floor
evada 89106

PRESORTED FIRST CLASS

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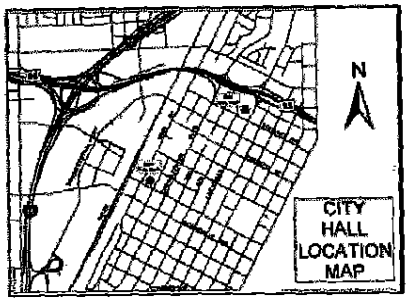
MAILED FROM ZIP CODE 89101

FAX 464-7499

Return Service Requested
Official Notice of Public Hearing



t to file your protest or support on this request, check the box below and return this card in an envelope with postage to the of Planning at the address listed above or fax this side of this card -7499. If you would like to contact your Council Representative, 02) 229-6405.

] I SUPPORT this Request

[redacted] I OPPOSE this Request

available blank space on card for your comments.

4

Commission Meeting of **11/12/2013**

Case: SUP-51184
13931411010
PERNA GREGORY C
1006 ESSEX EAST DR
LAS VEGAS NV 89107-4230

25 HRDFNMP 89107

AGENDA ITEM #15
PROTEST

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) 464-7499 Fax

SUBJECT: SUP-51184 - APPLICANT: 99¢ ONLY STORE - OWNER: 99 CENT AT DECATUR, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***DECEMBER 10, 2013*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at *(702)464-7499* or e-mail to ***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 ***DECEMBER 9, 2013.***

[signature] 12/10/13

Signature Date

Benjamin J. Volmer

Please Print Name

Kolesar & Leatham

Company Name

Sincerely,

12-10-2013
Item 12

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

RECEIVED

DEC 10 2013

City of Las Vegas
Department of Planning

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

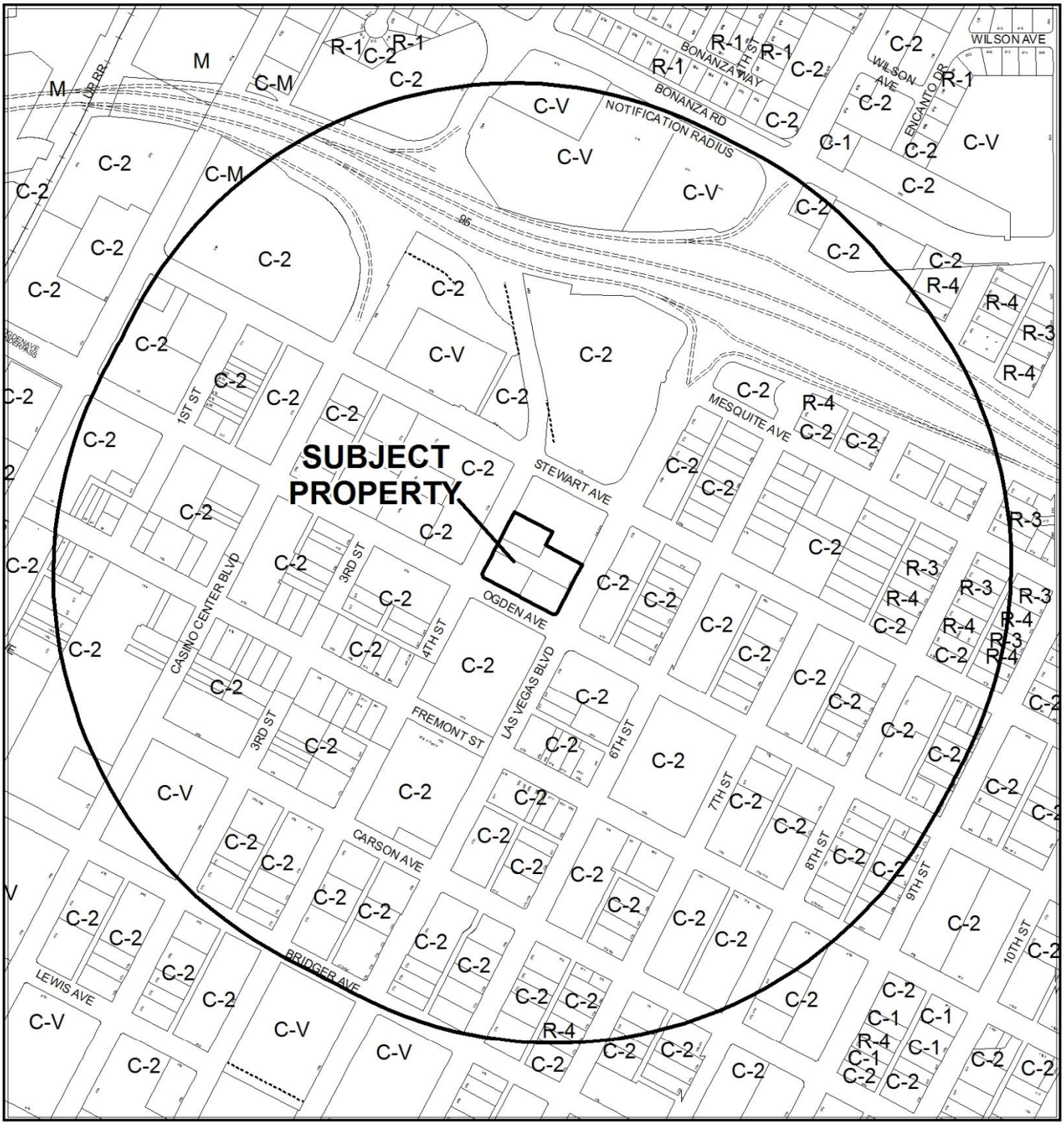
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-50824 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 217 LVB, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 41,566 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION WHERE A 1500-FOOT DISTANCE SEPARATION IS REQUIRED FROM A SIMILAR USE at 217 North Las Vegas Boulevard (APNs 139-34-515-001, 002, 004, and 005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-50606]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**19**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 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. Back up referenced from the December 10, 2013 Planning Commission meeting



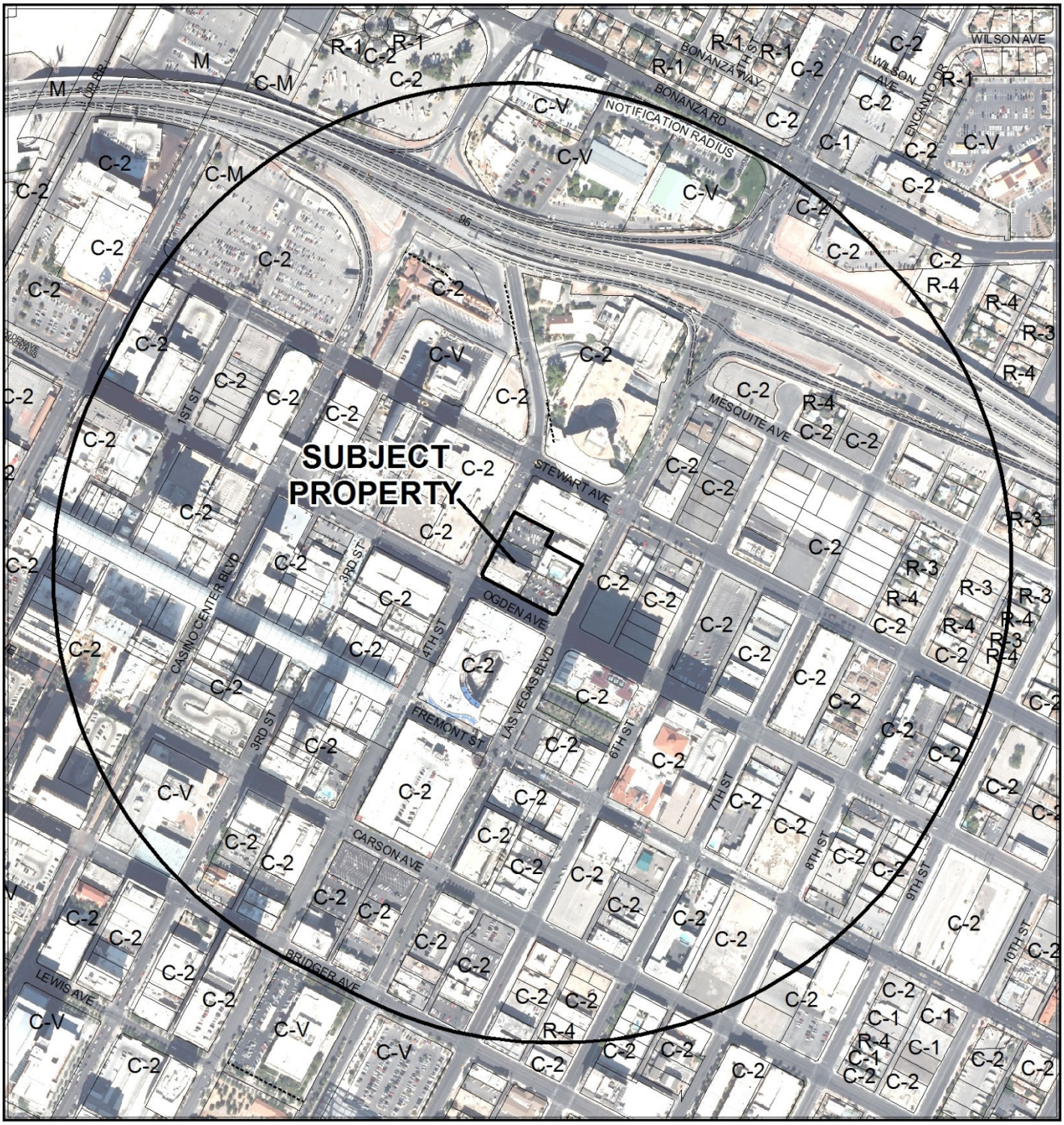
0 400 800 Feet

CASE: **SUP-50824 (PRJ-50606)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

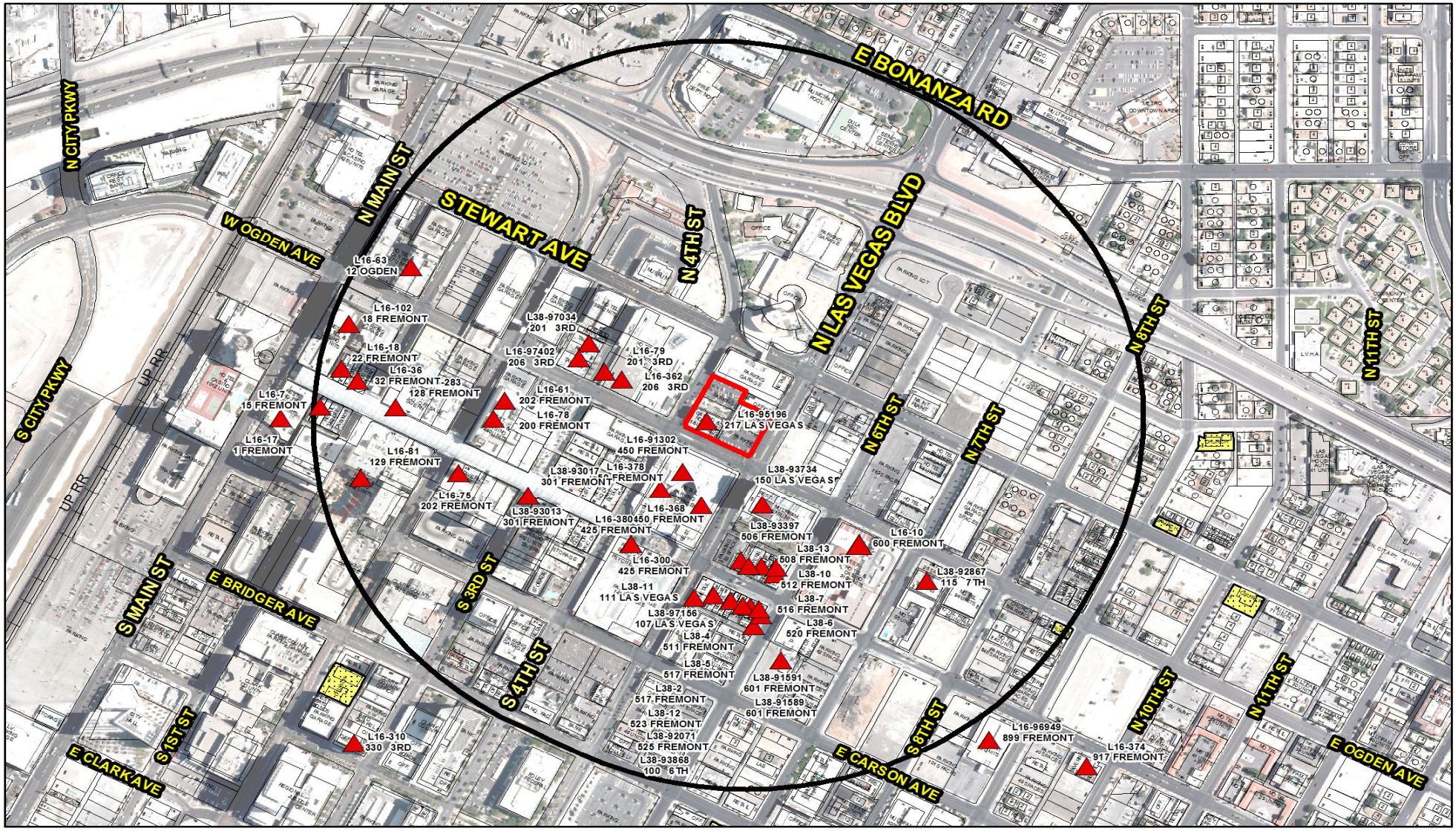
N



CASE: **SUP-50824 (PRJ-50606)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



SUP-50824 (PRJ-50606)

Liquor Establishment (Tavern)

Business Licenses

- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility

- Subject Property
- 1500 foot buffer

N

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

Date: Monday, October 07, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 217 LVB, LLC

**** STAFF RECOMMENDATION ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-50824	Staff recommends APPROVAL, subject to conditions:	SDR-50826

**** CONDITIONS ****

SUP-50824 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Liquor Establishment (Tavern) use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-50826) shall be required.

3. A Waiver from Title 19.12 is hereby approved, to allow a zero foot distance separation from a Liquor Establishment (Tavern) where a minimum 1,500-foot distance separation is required.

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.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

7. Minors shall only be permitted in such areas wherein spirituous, malt or fermented liquors or wines are served only in conjunction with regular meals and where dining tables or booths are provided separate from the bar in conformance with Title 6.50.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

10. This approval for the proposed Liquor Establishment (Tavern) use shall be limited to the outdoor areas shown on the provided site plans date stamped 09/23/13. The applicant shall be required to provide witness lines delineating the legal, nonconforming Gaming, Non-restricted use and restrict such use to within the confines of the existing building.

11. No outdoor entertainment shall be permitted between of the hours of 10 pm to 10 am Sunday through Thursday and 12 am to 7 am Friday and Saturday.

Staff Report Page One
January 22, 2014 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The proposed Special Use Permit is to establish a Liquor Establishment (Tavern) use to be located within the private outdoor plaza areas that were proposed with the previously submitted Site Development Plan Review (SDR-50826). The proposed use will operate adjacent to the existing legal, nonconforming Liquor Establishment (Tavern) with Gaming, Non-restricted use and therefore requires a Waiver to allow a zero foot separation where a 1,500-foot separation is required from similar uses located to the west of the subject site. The proposed Liquor Establishment (Tavern) use will be limited to the private outdoor plaza areas and will not entitle any expansion of the existing gaming floor area confined to the existing structure. The proposed Liquor Establishment (Tavern) land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses; therefore, staff recommends approval. If denied, the proposed Liquor Establishment (Tavern) use may not operate within the proposed outdoor private plaza areas.

ISSUES

- The proposed Liquor Establishment (Tavern) use requires a Special Use Permit in the C-2 (General Commercial) zoning district.
- A Waiver may be requested for a reduction in the required separation distance from a similar use for properties located within the Downtown Casino Overlay District.
- The proposed use is limited to the private outdoor plaza areas shown on the requested Site Development Plan Review (SDR-50826) previously submitted.
- The proposed Liquor Establishment (Tavern) use does not entail any expansion of gaming beyond what is allowed within the existing hotel facilities. A condition of approval associated with the required remapping action for the Site Development Plan Review (SDR-50826) has been placed on this request requiring witness lines on the submitted map that delineate and restrict the boundaries of the existing Gaming, Non-restricted use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south. The Planning Commission and

	staff recommended approval.

Staff Report Page Two
January 22, 2014 - City Council Meeting

12/05/07	The City Council approved a Site Development Plan Review (SDR-24794) for a single-story Hotel with Waivers of the Downtown Centennial Plan Streetscape and build-to-line standards and a Special Use Permit (SUP-24798) for a Hotel Lounge Bar on 0.64 acres at the northwest corner of Ogden Avenue and Las Vegas Boulevard. The Planning Commission and staff recommended approval. NOTE: This entitlement was not exercised and expired on 12/05/09.
06/28/08	The Planning Commission approved a Tentative Parcel Map (TMP-28099) for a one-lot commercial subdivision on 1.55 acres at 400 E. Ogden Avenue. Staff recommended approval.
10/02/08	The Design Review Committee (DRC) approved a request for a Master Sign Plan (ARC-29660) for an existing Hotel Casino at 400 East Ogden and 217 North Las Vegas Boulevard.
10/09/08	The Planning Commission approved a request for a Site Development Plan Review (SDR-29662) for the exterior modifications, proposed pool/cabana addition and parking reduction to an existing Hotel/Casino with a Waiver of the downtown centennial plan streetscape standards and parking lot screening standards on 1.44 acres at the northwest corner of Ogden Avenue and Las Vegas Boulevard. Staff recommended denial.
04/23/09	The Planning Commission approved the Request for a Review of Condition (ROC-33625) of an approved Site Development Plan Review (SDR-29662) to delete Condition 19, which requires the removal of the southernmost driveway along Las Vegas Boulevard and to construct the northernmost driveway to Downtown Centennial Plan Standards at the northwest corner of Ogden Avenue and Las Vegas Boulevard. Staff recommended denial.
08/11/09	The Design Review Committee (DRC) approved a request for a Master Sign Plan Modification (ARC-35385) for an existing Hotel Casino at 400 East Ogden Avenue.
06/11/11	A Final Map (FMP-30844) was recorded for a one-lot merger and resubdivision, creating the 1.44-acre "Gold Spike" commercial subdivision, the southern portion of this proposal.
11/20/13	The City Council approved a request for a Special Use Permit (SUP-50823) for a proposed 118-Unit Single Room Occupancy Residence in an existing building and a Site Development Plan Review (SDR-50826) for the proposed private pedestrian plaza and the conversion of a three-story, 162-unit Hotel to Single-Room Occupancy Residence on 1.55 acres at 217 North Las Vegas Boulevard.
12/10/13	The Planning Commission voted (6-0-1/TS) to recommend APPROVAL of SUP-510824 [PRJ-50606]. (PC Agenda Item 37/mh)

Most Recent Change of Ownership	
04/17/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/26/12	A nonrestricted gaming (G08-00099) and convention hall gaming tax license (C30-01044) were reissued at 217 North Las Vegas Boulevard. These licenses remain active.
05/06/13	Business licenses (C08-01990) were reissued for a tavern license (L16-95196), a restaurant (R09-00137), and (C08-01990) for amusement machines at 217 North Las Vegas Boulevard. These licenses remain active.
07/18/13	A business license (H05-96594) for a 162-unit hotel, which includes the 118-unit five-story hotel, was issued at 217 North Las Vegas Boulevard. This license remains active.

Pre-Application Meeting	
08/06/13	A pre-application meeting was held with the applicant's representative to discuss the proposed conversion of the hotel units to Single Room Occupancy Residential units and the expansion of the Tavern use. Staff also discussed the proposed pedestrian plazas for flexible event space in the parking areas to include proposed seven-foot high walls with iron fence screening. The applicant was advised on the requirements for the subject Special Use Permits and the Site Development Plan Review application.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
08/28/13	A routine field check was conducted by staff at the subject site and found the existing hotel well maintained with a full service bar and restaurant located inside the first floor.

Details of Application Request	
Site Area	
Net Acres	1.55

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel	C (Commercial)	C-2 (General Commercial)
North	Parking Garage	C (Commercial)	C-2 (General Commercial)
South	Shopping Center	C (Commercial)	C-2 (General Commercial)
East	Car Wash, Automated	C (Commercial)	C-2 (General Commercial)

West	Hotel and Casino	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District – Downtown Gateway	Y
A-O (Airport Overlay) District – 200 Feet	Y
Downtown Casino Overlay District	Y
Live/Work Overlay District	Y
Las Vegas Boulevard Scenic Byway Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Gaming Establishment, Non-restricted	13,906 SF	1 space per 90 SF GFA	155				
Hotel	44 rooms	1 space per room	94				
Single Room Occupancy Residence	118 Units	0.75 spaces per unit	51				
Tavern-Limited	22,600 SF	1:50 SF of public seating and waiting area	452				
TOTAL SPACES REQUIRED			752		88**		
Regular and Handicap Spaces Required			737	15	84	4	Y*

MH

**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 provided onsite parking drops to zero parking provided during events that occupy the entire parking area.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 1,500-foot distance separation from another Liquor Establishment (Tavern).	To allow a zero foot distance separation from another Liquor Establishment (Tavern).	Approval

ANALYSIS

The Liquor Establishment (Tavern) Establishment use is described in Title 19.12 as:

> "A facility which sells alcoholic beverages for consumption on the premises where the same are sold and authorizes the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers, for consumption off the premises where the same are sold."

The proposed use meets the definition, as the applicant has provided a justification letter requesting the approval of a Liquor Establishment (Tavern) use to be located within the proposed private outdoor plaza areas requested by the previously submitted Site Development Plan Review (SDR-50826).

Minimum Special Use Permit Requirements:

1. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring both a minimum separation between liquor establishments (tavern), and a minimum separation between a liquor establishment (tavern) and certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided below, no liquor establishment (tavern) may be located within 1500 feet of any other liquor establishment (tavern), church, synagogue, school, child care facility licensed for more than 12 children, or City park.

The proposed use is located within zero feet of another Liquor Establishment (Tavern) adjacent to the west of the private outdoor plaza. The applicant has requested a waiver of this requirement and may do so pursuant to Requirement 5. Staff supports this requested waiver, as the use will be located within a private outdoor plaza that will adequately restrict access by minors and provide security and control over the administration of alcohol sales and consumption.

2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed liquor establishment (tavern) 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 liquor establishment (tavern). The distance shall be measured in a straight line without regard to intervening obstacles.

The proposed use meets this requirement, as the measurement to the protected uses was determined using the specified method in Requirement 2.

3. For the purpose of Requirement 2, and for that purpose only:

    a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

    b. The "property line" of a liquor establishment (tavern) refers to:

        i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

        ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

            a. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

            b. The proposed liquor establishment (tavern) will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed liquor establishment (tavern) will be located;

            c. All parking spaces required by this Subchapter 19.12.070 for the liquor establishment (tavern) use will be located on the same parcel as the use; and

            d. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

The proposed use meets this requirement, as the measurement to the protected uses was determined using the specified method in Requirement Three. The distance to the protected uses was taken from the property line of the subject site.

4. The distance separation requirement set forth in Requirement 1 does not apply to 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.

This requirement is not applicable, as this proposed Special Use application is not in connection with non-restricted gaming or a resort hotel having in excess of 200 guest rooms.

5. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed liquor establishment (tavern) that:

    a. Will be located on a parcel within the C-V District, the Parkway Center District within the Downtown Centennial Plan, the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;

    b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has been designated as an historic property, historic building, or landmark;

    c. Will be located within a regional mall; or

    d. Will be located within a mixed-use development

        i. That has been approved by means of Special Use Permit pursuant to LVMC Chapters 19.12 and 19.16;
        ii. That has a minimum net site area of 15 acres; and
        iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet; or

    e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet.

The propose use is located within the Downtown Casino Overlay District and is therefore eligible for a waiver of Requirement 1 to be within zero feet of another Liquor Establishment (Tavern) to the west of this proposal.

6. The use shall conform to, and is subject to, the provisions of LVMC Chapters 6.40 and 6.50.

The proposed use meets this requirement, as a condition of approval requires the conformance to Chapter 6.50 of the City of Las Vegas Municipal Code and cannot be waived.

This Special Use Permit request for a Liquor Establishment (Tavern) use will allow for alcohol sales and consumption within the proposed private outdoor plaza areas affiliated with the previously submitted Site Development Plan Review (SDR-50826). This Special Use Permit is required to establish the Liquor Establishment (Tavern) use in the proposed private outdoor areas, as there is no existing Special Use Permit for the current Liquor Establishment (Tavern) with Gaming Establishment, Non-restricted use, thus operating as a legal, nonconforming use. The non-restricted gaming license (G08-00099) and the tavern license (L16-95196) both remain active to date.

The applicant proposes to allow for the establishment of the Liquor Establishment (Tavern) use to the proposed private outdoor plaza areas approved by the associated Site Development Plan Review (SDR-50826). The proposed use will arguably increase the parking demand; however, the number of parking spaces provided by nearby structured parking garages, on street metered spaces, and the anticipated clientele that arrive on foot or by mass transit justifies the decreased number of on-site parking spaces. The proposed use meets the intent of the Downtown Centennial Plan and the stated goals for the Gateway District of providing opportunities for community gathering is compatible with the existing uses on site and the entertainment-based uses within the immediate area; therefore, staff recommends approval with conditions.

If denied, the proposed Liquor Establishment (Tavern) use may not operate within the proposed outdoor private plaza areas; however, the existing legal, nonconforming Liquor Establishment (Tavern) with Gaming Establishment, Non-Restricted use may continue on site.

FINDINGS (SUP-50824)

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 Liquor Establishment (Tavern) use will entitle the outdoor areas within the designated private outdoor plazas for alcohol service. Staff finds the proposed use, with the approval of the requested Site Development Plan Review (SDR-50826), can be conducted in a manner that is compatible with the surrounding commercial land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   With the approved Site Development Plan Review (SDR-50826) and the proposed wall fencing, staff finds that the site is physically suitable for the proposed Liquor Establishment (Tavern) 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.

Adjacent roadways will not be negatively impacted by the proposed modifications. Site access is provided from Las Vegas Boulevard, a 100-foot Primary Arterial; 4th Street, an 80-foot Secondary Collector; and Ogden Avenue, an 80-foot Secondary Collector.

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 Liquor Establishment (Tavern) use will be limited to the private outdoor plaza areas shown on the submitted site plans and will be subject to the business licensing and enforcement requirements to ensure the protection of the public health, safety and welfare. The existing legal, nonconforming Liquor Establishment (Tavern) with Gaming Establishment, Non-Restricted use will also remain subject to licensing and inspection, thereby protecting the public health, safety and general welfare.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Liquor Establishment (Tavern) use meets the waivable conditions of Title 19.12. This proposal seeks to establish the Liquor Establishment (Tavern) use within the confines of the proposed private outdoor plaza areas shown on the submitted site plans associated with the requested Site Development Plan Review (SDR-50826).

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 204 by the City Clerk

APPROVALS 19

PROTESTS 0

MH

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-50824 APN: 139-34-515-001 & 139-34-515-005

Name of Property Owner: 217 LVB, LLC

Name of Applicant: Gold Spike

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: Andrew B. Donner

Subscribed and sworn before me

This 21 day of August, 20 13

_____

Notary Public in and for said County and State

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

PRJ-50606
08/22/13

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SUP

Project Address (Location) 217 N. Las Vegas Blvd. Las Vegas NV 89101

Project Name Gold Spike Expansion Existing Tavern Use **Proposed Use** _____

Assessor's Parcel #(s) 139-34-515-001 & 139-34-515-005 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing C2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.34 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER 217 LVB, LLC **Contact** Todd Kessler

Address PO Box 1570 **Phone:** (702) 953-4320 **Fax:** (702) 477-0045

City Las Vegas **State** NV **Zip** 89125

E-mail Address todd@rgglv.com

APPLICANT 217 LVB, LLC **Contact** Todd Kessler

Address 300 N. Las Vegas Blvd., #110 **Phone:** (702) 953-4320 **Fax:** (702) 477-0045

City Las Vegas **State** NV **Zip** 89101

E-mail Address todd@rgglv.com

REPRESENTATIVE _____ **Contact** Todd Kessler

Address PO Box 1570 **Phone:** (702) 953-4320 **Fax:** (702) 477-0045

City Las Vegas **State** NV **Zip** 89125

E-mail Address todd@rgglv.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew B. Donner

Subscribed and sworn before me

This 21 day of August, 20 13.

Darlene A. Nepp-Rockwood

Notary Public in and for said County and State

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

FOR DEPARTMENT USE ONLY

Case #	SUP-50824
Meeting Date:	10/08/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-50696
08/22/13

Revised 10/27/08

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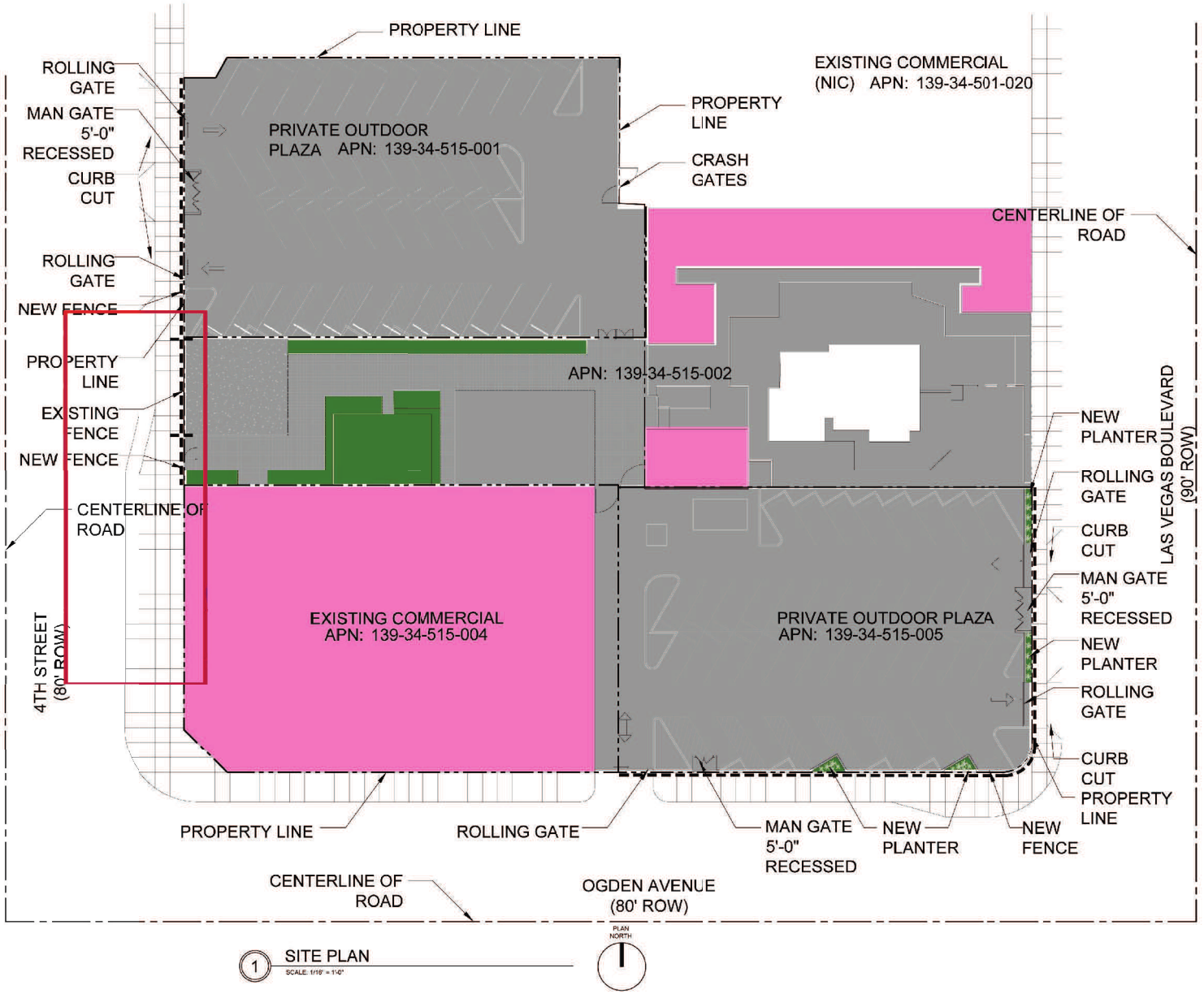


1 SITE PLAN
SCALE: 1/16" = 1'-0"

BENCHMARK:
CITY OF LAS VEGAS BENCHMARK "6C01 34SW" - BEING AN ALUMINUM RIVET AND PLATE INT HE TOP OF THE CURB ONT HE EAST SIDE OF MAIN STREET BETWEEN BONNEVILLE AVENUE AND GARCES AVENUE AT LIGHT POLE.

ELEVATION: 2027.08 FEET
871.8554 METERS

CITY OF LAS VEGAS BENCHMARK BOOK V.2007 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.

BASIS OF BEARINGS:
N62°04'38"W, BEING THE CENTERLINE OF OGDEN AVENUE AS SHOWN BY MAP THEREOF ON FILE IN FILE 67, PAGE 79 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

Issues and Revisions

Consultant:

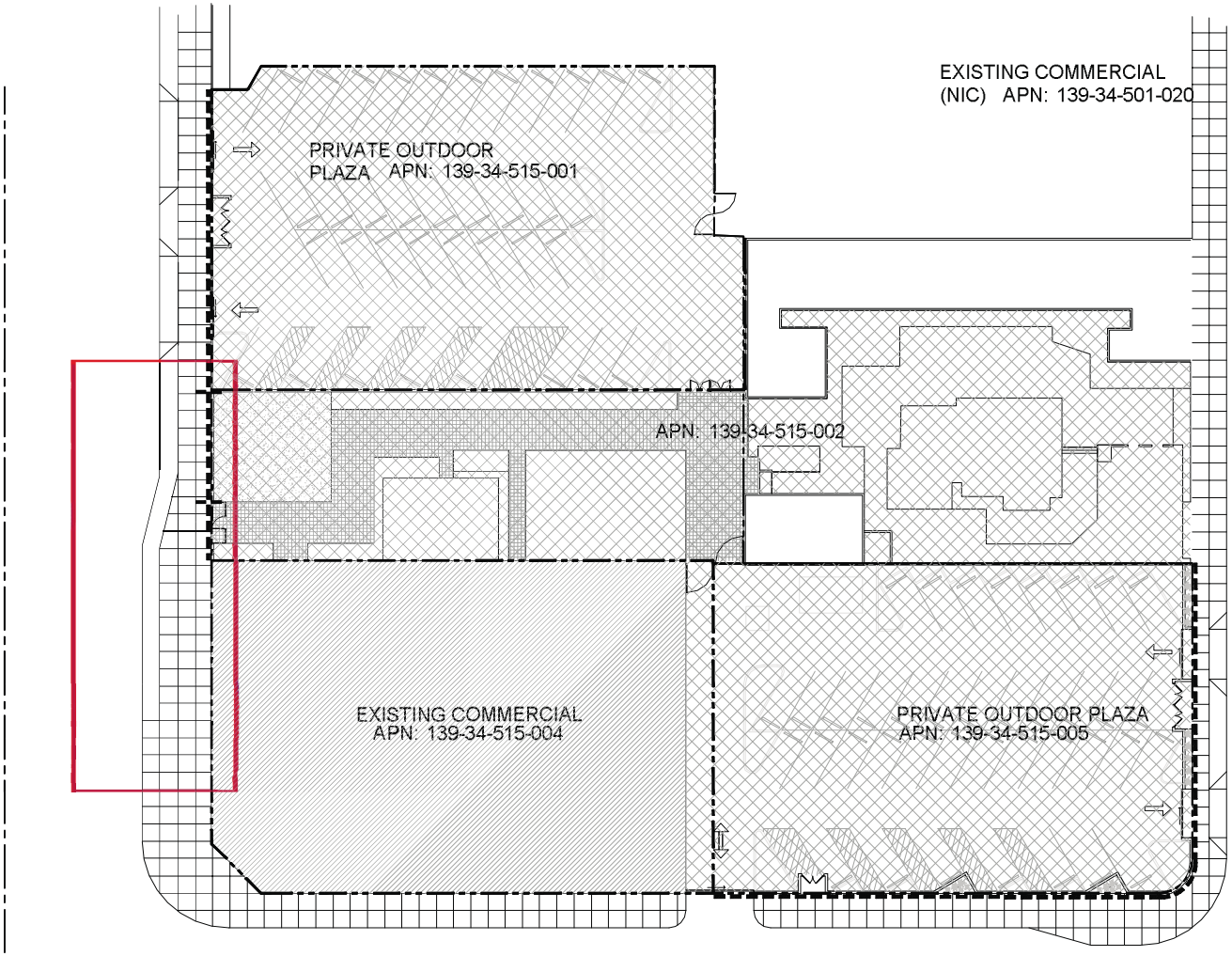
Project: GOLD SPIKE
217 Las Vegas Blvd. North, Las Vegas, NV 89101
Drawing: SITE PLAN

CSPA
CRAIG SEAN PALACIOS Architect
702.241.9751
These Documents, as Instruments of Service, are and shall remain the Property of the Design Professional. Do Not Scale These Drawings.

Seal

Project No.: 13-0402
Sheet No.: AS1.01

SUP-50824 REVISED



1 SITE PLAN
SCALE: 1/16" = 1'-0"

PLAN NORTH

INTERIOR: 12,609 SQ.FT.
EXTERIOR: 41,566 SQ. FT.

INTERIOR TAVERN AREA

EXTERIOR TAVERN AREA

BENCHMARK:
CITY OF LAS VEGAS BENCHMARK "6C01 34SW6" - BEING AN ALUMINUM RIVET AND PLATE INT HE TOP OF THE CURB ONT HE EAST SIDE OF MAIN STREET BETWEEN BONNEVILLE AVENUE AND GARCES AVENUE AT LIGHT POLE.

ELEVATION: 2027.08 FEET
871.8554 METERS

CITY OF LAS VEGAS BENCHMARK BOOK V 2007 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.

BASIS OF BEARINGS:
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Issues and Revisions

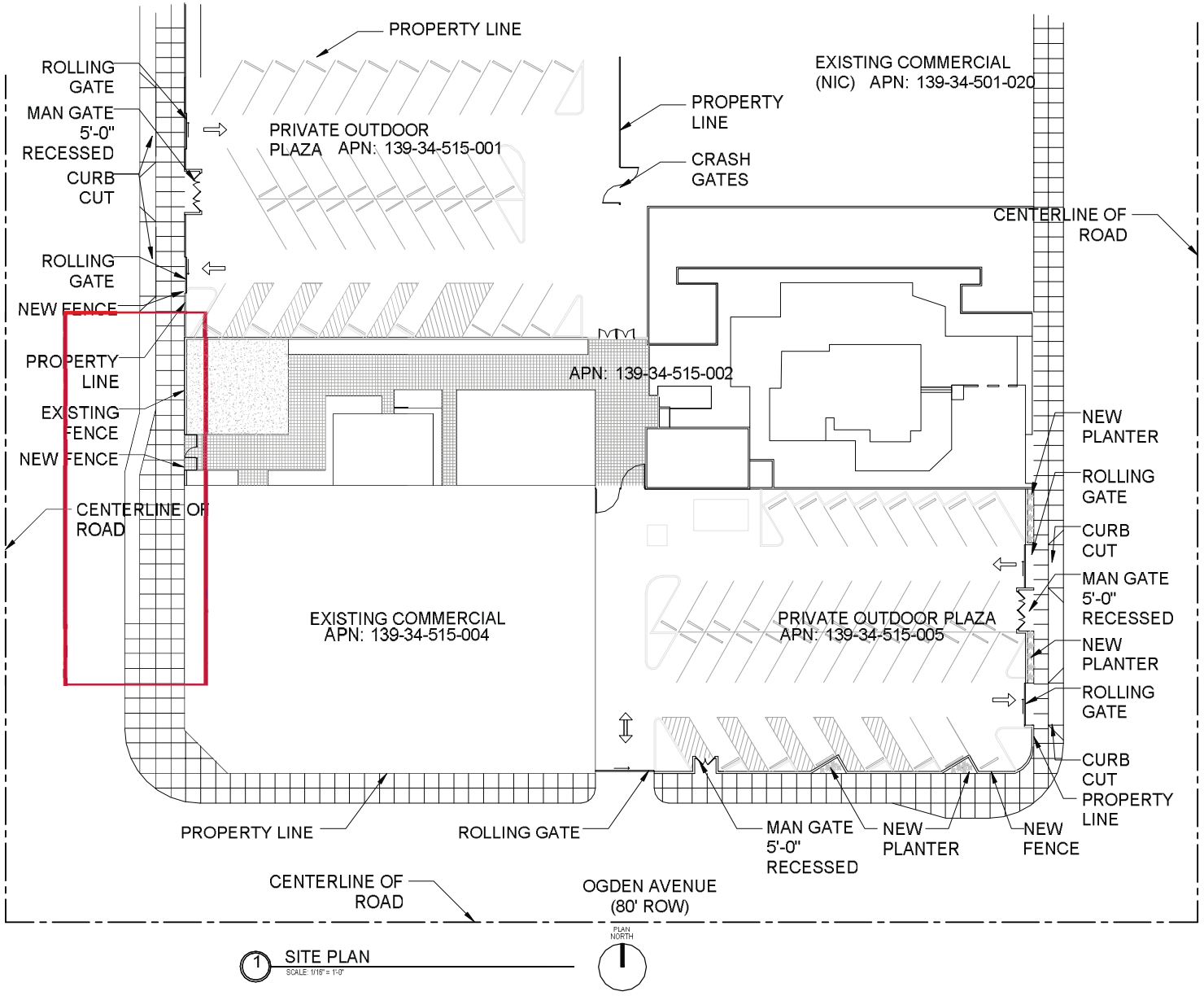
CSPA

Seal

Project No.: 13-0402

Sheet No.:
AS1.01A

SUP-50824 REVISED



1 SITE PLAN
SCALE: 1/16" = 1'-0"

BENCHMARK:
CITY OF LAS VEGAS BENCHMARK "6C01 34SW6" - BEING AN ALUMINUM RIVET AND PLATE INT HE TOP OF THE CURB ONT HE EAST SIDE OF MAIN STREET BETWEEN BONNEVILLE AVENUE AND GARCES AVENUE AT LIGHT POLE.

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CITY OF LAS VEGAS BENCHMARK BOOK V 2007 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.

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Issues and Revisions

CSPA

Seal

Project No.: 13-0402
Sheet No.: AS1.01B

SUP-50824 REVISED

SUP-50824 – APPLICANT/OWNER: 217 LVB, LLC
217 NORTH LAS VEGAS BOULEVARD

08/29/13

SUP-50824 – APPLICANT/OWNER: 217 LVB, LLC
217 NORTH LAS VEGAS BOULEVARD

08/29/13

SUP-50824 – APPLICANT/OWNER: 217 LVB, LLC
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217 NORTH LAS VEGAS BOULEVARD

08/29/13

SUP-50824 – APPLICANT/OWNER: 217 LVB, LLC
217 NORTH LAS VEGAS BOULEVARD

08/29/13

TODD KESSLER
300 Las Vegas Blvd. North – Suite 110
Las Vegas, NV 89101

August 22, 2013

Flinn Fagg
City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, Nevada 89101

Re: JUSTIFICATION LETTER
SUP – APN 139-34-515-001 & 139-34-515-005 – Expansion of existing tavern use

Dear Mr. Fagg:

Please accept this as our official justification letter for an SUP for a proposed expansion of existing tavern use. The Application for a SUP FOR THE PROPOSED 41,566 SQUARE FOOT EXPANSION OF EXISTING TAVERN USE on 0.67 acres at 217 N. Las Vegas Blvd., Las Vegas, Nevada 89101 zoned C-2 (General Commercial) is attached.

The proposed expansion of existing tavern use will allow flexible space for temporary festivals, food trucks and other events and provide a much needed amenity to the new wave of urbanites that are now living and working Downtown.

This establishment 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 current revitalization of downtown. This 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.

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler

PRJ-50606
08/22/13

SUP-50824

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

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	612 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	200 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	218 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	113 4th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	Annex LV Blvd LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	117 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	217 LVB LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	230 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	City Hall LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	209 7th Street LLC
Address	PO BOX 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	401 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	221 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	515 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	110 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject	undefined
Tracking Number	
Name	707 Fremont LLC
Address	PO BOX 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject ABEYANCE - RENOTIFICATION - SUP-50824 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 217 LVB, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 41,566 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION WHERE A 1500-FOOT DISTANCE SEPARATION IS REQUIRED FROM A SIMILAR USE at 217 North Las Vegas Boulevard (APNs 139-34-515-001, 002, 004, and 005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-50606]. Staff recommends APPROVAL.

Tracking Number	PC12102013-37-4
Name	120 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject ABEYANCE - RENOTIFICATION - SUP-50824 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 217 LVB, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 41,566 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION WHERE A 1500-FOOT DISTANCE SEPARATION IS REQUIRED FROM A SIMILAR USE at 217 North Las Vegas Boulevard (APNs 139-34-515-001, 002, 004, and 005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-50606]. Staff recommends APPROVAL.

Tracking Number	PC12102013-37-3
Name	220 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject ABEYANCE - RENOTIFICATION - SUP-50824 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 217 LVB, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 41,566 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION WHERE A 1500-FOOT DISTANCE SEPARATION IS REQUIRED FROM A SIMILAR USE at 217 North Las Vegas Boulevard (APNs 139-34-515-001, 002, 004, and 005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-50606]. Staff recommends APPROVAL.

Tracking Number	PC12102013-37-2
Name	208 Las Vegas Blvd LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject ABEYANCE - RENOTIFICATION - SUP-50824 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 217 LVB, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 41,566 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION WHERE A 1500-FOOT DISTANCE SEPARATION IS REQUIRED FROM A SIMILAR USE at 217 North Las Vegas Boulevard (APNs 139-34-515-001, 002, 004, and 005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-50606]. Staff recommends APPROVAL.

Tracking Number	PC12102013-37-1
Name	128 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

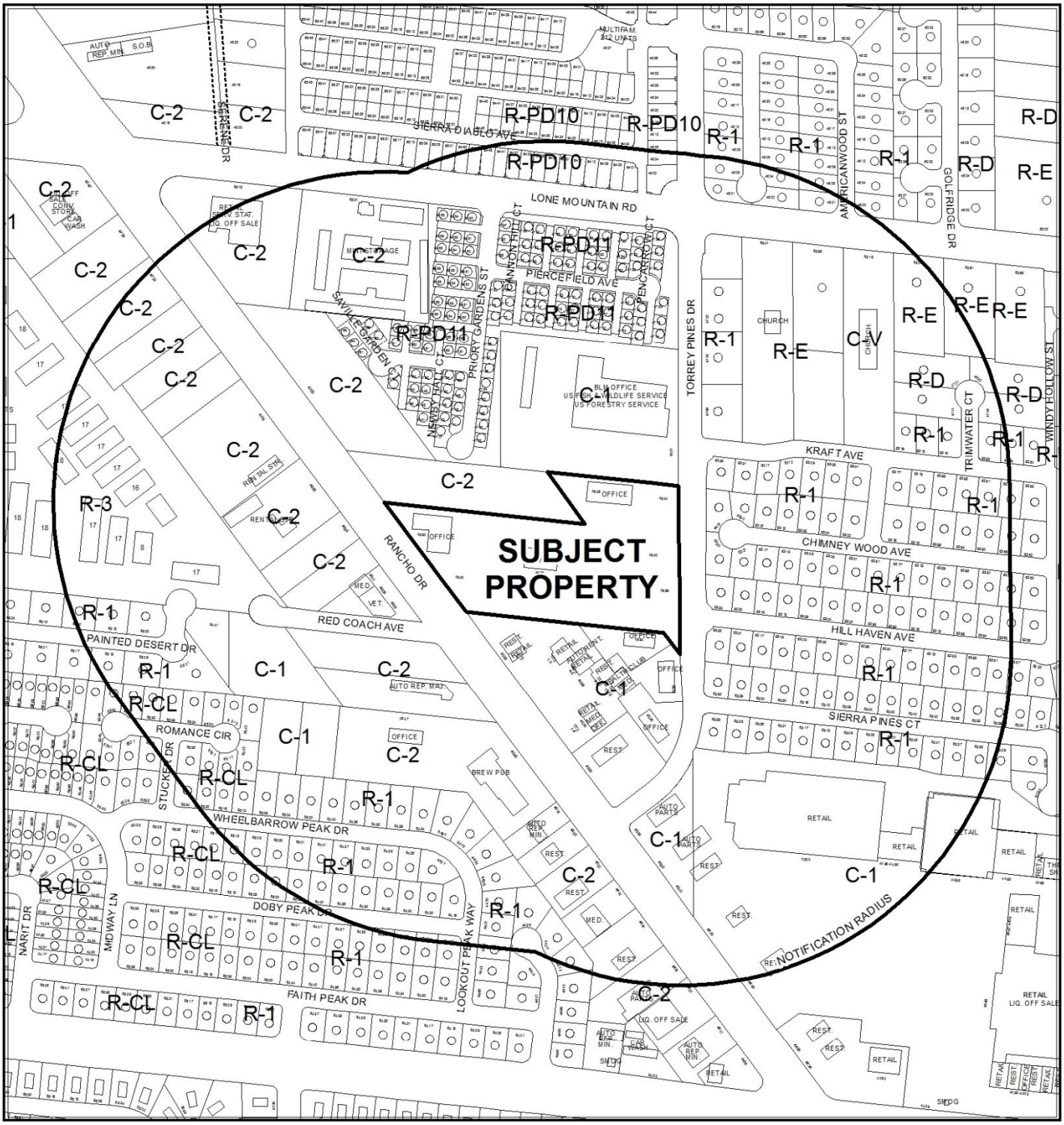
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-51785 - VARIANCE - PUBLIC HEARING - APPLICANT: NEVADA CAREER INSTITUTE - OWNER: SOUTHWEST COLLEGE OF MEDICAL-DENTAL ASSISTANTS & PRACTICAL NURSES - For possible action on an Appeal of the Approval by the Planning Commission TO ALLOW 309 PARKING SPACES WHERE A MINIMUM OF 395 ARE REQUIRED on 6.42 acres at 4624-4660 North Rancho Drive (APN 138-02-113-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony) [PRJ-51673]. (NOTE: TO ALLOW 309 PARKING SPACES WHERE A MINIMUM OF 380 ARE REQUIRED). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions:

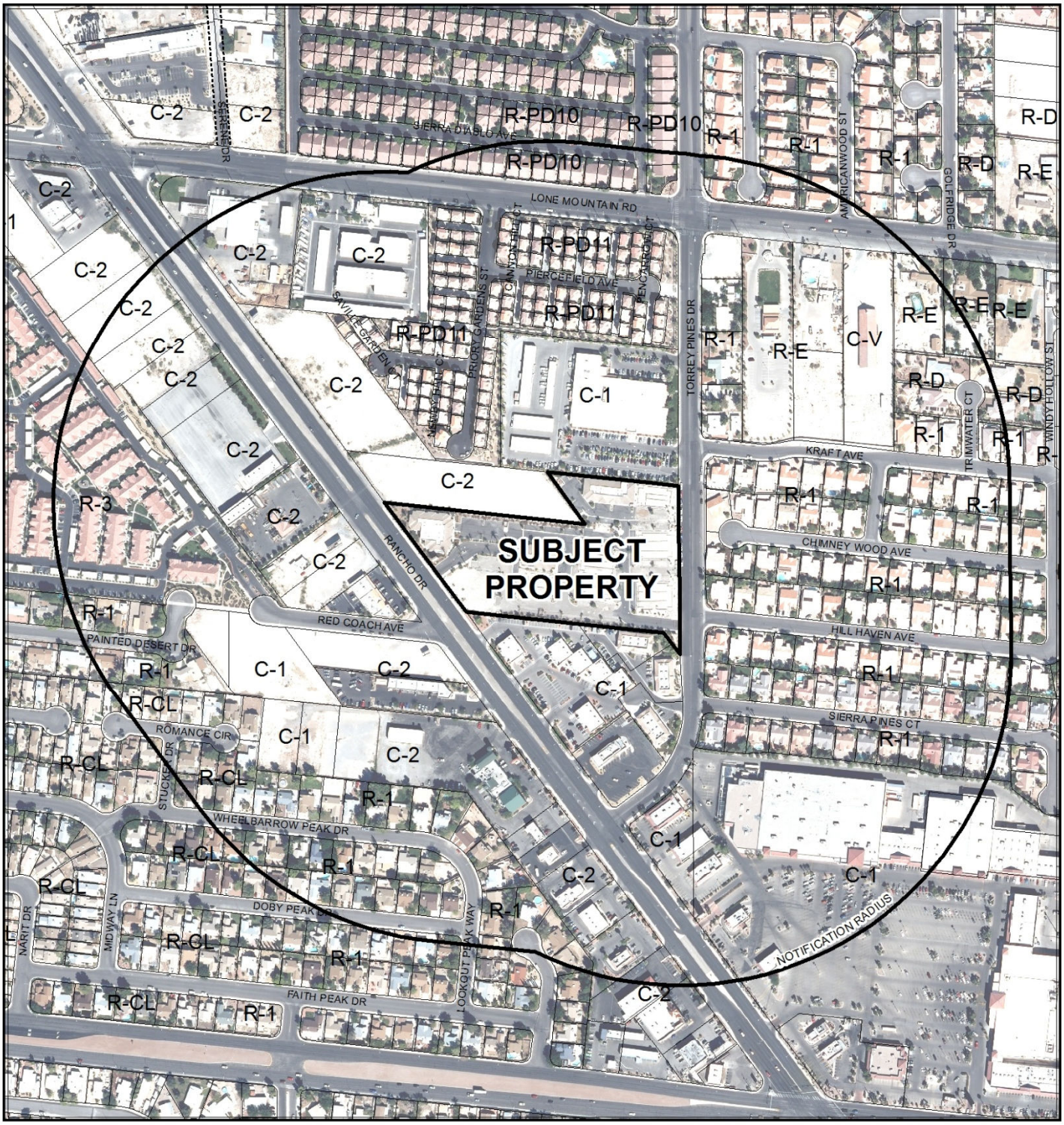
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Back up referenced from the December 10, 2013 Planning Commission meeting



CASE: **VAR-51785 (PRJ-51673)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 300 600 Feet

CASE: **VAR-51785 (PRJ-51673)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: NEVADA CAREER INSTITUTE - OWNER: SOUTHWEST COLLEGE OF MEDICAL-DENTAL ASSISTANTS & PRACTICAL NURSES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-51785	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

VAR-51785 CONDITIONS

Planning

1. A one year required review from the issuance of a business license shall be heard before the Planning Commission. At that time if the subject site is found to be in need additional parking the applicant shall provide satellite parking.

2. Conformance to the approved conditions for General Plan Amendment (GPA-16503), Rezoning (ZON-16504) and Site Development Plan Review (SDR-16503).

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.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Variance to allow 309 onsite parking spaces where 380 are required for a proposed Business School and Office Complex at 4660 North Rancho Drive. The Variance constitutes an 18.7% reduction in parking. The applicant is proposing to locate within a previously approved 10-building office complex. Currently, the site consists of three vacant single-story buildings. The proposed business school will locate within the three vacant buildings. There will be no proposed changes to the seven undeveloped pad sites, as those sites will remain future office buildings. The parking requirement for a Business School use is more intense than that of an Office, Other than Listed use and the change will create a parking shortage per Title 19.12. As such, a Variance is required to reduce the parking by 71 spaces. The Variance request is due to site design and not the physical characteristics of the land, therefore the hardship is self-imposed and denial is recommended. If this application is denied, the Business School would not be allowed to locate at the subject site as proposed.

ISSUES

- A Variance is required to reduce the required parking from 380 spaces to 309 spaces.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/15/06	The City Council approved a General Plan Amendment (GPA-16502) request to amend a portion of the Centennial Hills Sector Plan from: GC (General Commercial) to SC (Service Commercial) at 4600 North Rancho Drive. The Planning Commission and staff recommended approval.
	The City Council approved a Rezoning (ZON-16504) for a Rezoning from: R-E (Residence Estates) under resolution of intent to C-2 (General Commercial) and C-2 (General Commercial) TO: C-1 (Limited Commercial) at 4600 North Rancho Drive. The Planning Commission and staff recommended approval.
	The City Council approved a Site Development Plan Review (SDR-16503) for a Site Development Plan Review for a proposed 81,240 square-foot commercial development consisting of 10 pad sites with single-story buildings at 4600 North Rancho Drive. The Planning Commission and staff recommended approval.

03/08/07	The Planning Commission approved a Tentative Map (TMP-19299) for a one lot Commercial Subdivision at 4600 North Rancho Drive. Staff recommended approval.
01/23/09	Staff approved a Final Map (FMP-24485) for a one-lot Commercial Subdivision on 6.42 acres at 4600 North Rancho Drive. The map was recorded on 03/04/09
10/21/10	The Planning Commission approved a Major Amendment (SDR-39485) to a previously approved Site Development Plan Review (SDR-16503) to replace buildings 3, 4, 5 and 6 with one, two-story building, and to replace buildings 7 and 8 with one, two-story building, and to add a second driveway access to Torrey Pines Drive at 4660 North Rancho Drive. Staff recommended approval.
	The Planning Commission approved a Variance (VAR-39487) to allow 252 parking spaces where 259 are required at 4660 North Rancho Drive. Staff recommended approval.
	The Planning Commission approved a Special Use Permit (SUP-39488) for a 120-bed Convalescent Care Facility at 4660 North Rancho Drive. Staff recommended approval.
12/11/12	Planning Commission approved EOT's 47211, 47212, and 47213 for previously approved entitlements SUP-39488, VAR-39487 and SDR-16503 at 4600 North Rancho Drive. The entitlements are set to expire 12/31/14.
12/10/13	The Planning Commission voted (6-1/BY) to approve VAR-51785 [PRJ-51673]. (PC Agenda Item 50/gk)

Most Recent Change of Ownership	
03/08/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/05/07	A Building Permit (#7003147) was issued for Building 1 shell for Certificate of Completion at 4660 North Rancho Drive. The building was constructed but no final inspection was completed. The permit expired 01/24/09.
11/05/07	A Building Permit (#7003148) was issued for Building 2 shell for Certificate of Completion at 4660 North Rancho Drive. The permit expired on 06/06/09.
11/05/07	A Building Permit (#7003149) was issued for Building 3 shell for Certificate of Completion at 4660 North Rancho Drive. The permit expired on 06/06/09.
11/05/07	A Building Permit (#7003150) was issued for Building 4 shell for Certificate of Completion at 4660 North Rancho Drive. The building was constructed but no final inspection was completed. The permit expired 01/24/09.
11/05/07	A Building Permit (#7003151) was issued for Building 5 shell for Certificate of Completion at 4660 North Rancho Drive. The permit expired on 06/06/09.
11/05/07	A Building Permit (#7003152) was issued for Building 6 shell for Certificate of Completion at 4660 North Rancho Drive. The permit expired on 06/06/09.

11/05/07	A Building Permit (#7003153) was issued for Building 7 shell for Certificate of Completion at 4660 North Rancho Drive. The permit expired on 06/06/09.
11/05/07	A Building Permit (#7003154) was issued for Building 8 shell for Certificate of Completion at 4660 North Rancho Drive. The permit expired on 06/06/09.
11/05/07	A Building Permit (#7003155) was issued for Building 9 shell for Certificate of Completion at 4660 North Rancho Drive. The permit expired on 06/06/09.
11/05/07	A Building Permit (#7003156) was issued for Building 10 shell for Certificate of Completion at 4660 North Rancho Drive. The building was constructed but no final inspection was completed. The permit expired 01/24/09.
08/04/10	A code enforcement case (93356) was processed for transients living in vacant commercial buildings. The case was closed and resolved on 08/25/10.
10/25/10	A code enforcement case (95664) was processed for graffiti. The case was closed and resolved on 11/12/10.
04/25/12	A code enforcement case (113366) was processed for graffiti. The case was closed and resolved on 05/10/12.
08/23/12	A code enforcement case (118834) was processed for illegal temporary banner signs. The case was closed and resolved on 08/23/12.
09/19/13	A code enforcement case (133574) was processed for graffiti and trash. The case remains open and unresolved.

Pre-Application Meeting	
10/16/13	A pre-application meeting was held with the owner, applicant, and representative to discuss a proposed Business School use at 4660 North Rancho Drive. It was determined that the applicant would be required to submit for a parking variance. The submittal requirements for a Variance application were discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
10/31/13	Staff conducted a field check of the subject site. There were three vacant office building shells with the rest of the site having the appearance of an abandoned construction site. Some of the windows on the office buildings were broken or boarded up. Some of the curbs and parking lot pavement had been installed. Most of the trees were dead or dying. There was graffiti on the pylon sign and the three structures, as well as high weeds and trash throughout the property. The property was not fenced.

Details of Application Request	
Site Area	
Gross Acres	6.42

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped	GC (General Commercial)	C-2 (General Commercial)
	Government Facility (BLM, Fish Wild)	SC (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
West	Office, Medical	SC (Service Commercial)	C-2 (General Commercial)
	Animal Hospital		
	Undeveloped		

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
A-O (Airport Overlay) District (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

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	
Business School	46 Staff Members 354 Students	1 for each staff member, 1 for every 2 students	215				
Office, Other Than Listed	49,396 SF	1:300	165				
TOTAL SPACES REQUIRED			380		309		N
Regular and Handicap Spaces Required			372	8	299	10	N
Percent Deviation			18.7%				

ANALYSIS

In 2006, the City Council approved a Site Development Plan Review (SDR-16503) for a 10-building office complex. Subsequent building permits were issued in 2007 for all ten buildings, however only buildings 1, 4, and 10 were constructed. The permits for the seven remaining buildings expired in 2009 due to inactivity. In addition, final inspections were never conducted on the three constructed buildings, also resulting in permit expiration. The site has remained in its current abandoned state since 2009. There have been numerous code enforcement cases on the property for graffiti, trash, and overall blight.

The applicant is requesting to locate a Business School use within the three vacant buildings. There will be no proposed changes to the seven undeveloped pad sites. The remaining seven pad sites will remain future office buildings. Per Title 19.12, a Business School use has a more intense parking requirement than that of an Office, Other than Listed use. As a result, the amount of required onsite parking has increased, while the ten-building layout and associated parking remains as approved on Site Development Plan Review (SDR-16503). The increase in required parking results in a shortage of 71 parking spaces. The applicant is requesting to allow 309 onsite parking spaces where 380 are required. This Variance request constitutes an 18.7% reduction in parking. Staff cannot support the requested Variance as the previously approved site plan had a dedicated parking ratio based on the less intense Office, Other than Listed use. It did not take into consideration an increase in parking intensity due to a future Business School use. Currently the site is less than half developed, allowing the applicant time to redesign the site layout for the more intense uses. As the Variance request is due to site design and not the physical characteristics of the land, the hardship is self-imposed and denial is recommended.

GK

FINDINGS (VAR-51785)

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 to establish a use with a more intense parking requirement than what was originally planned for the site. As the site is less than half developed, an alternative site design would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 369 by the City Clerk

APPROVALS 0

PROTESTS 4

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-51785 APN: 138-02-113-001

Name of Property Owner: Southwest College of Medical-Dental Assistants & Practical Nurses
↳ Mitchell Fuerst

Name of Applicant: Nevada Career Institute, Sejik Kesachekian

Name of Representative: Carpenter Sellers Del Gatto, Tommy Huggins

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: Mitchell Fuerst

Print Name: Mitchell Fuerst

Subscribed and sworn before me

This 22 day of OCT., 2013

Oddy Chwa (Los Angeles, California)

Notary Public in and for said County and State

ODDY CHWA
Commission # 1872501
Notary Public - California
Los Angeles County
My Comm. Expires Dec 31, 2013

PRJ-51673
10/24/13

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Parking Variance

Project Address (Location) 4624 - 4660 N. Rancho Drive

Project Name Nevada Career Institute **Proposed Use** Business School

Assessor's Parcel #(s) 138-02-113-001 **Ward #** 4

General Plan: existing SC proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 74,920 SF **Floor Area Ratio** 26.8%

Gross Acres 6.42 **Lots/Units** 10 **Density**

Additional Information Request for a parking variance to allow 309 parking spaces where 380 are required.

PROPERTY OWNER Southwest College of Medical-Dental Assistants & Practical Nurses **Contact** Mitchell Fuerst

Address 2121 W. Garvey Ave. North **Phone:** (626) 251-1078 **Fax:** (626) 962-1573

City West Covina **State** CA **Zip** 91790

E-mail Address MitchellF@Success.edu

APPLICANT Nevada Career Institute **Contact** Serjik Kesachekian

Address 3231 North Decatur Blvd. #119 **Phone:** (702) 893-3300 **Fax:** (702) 893-3881

City Las Vegas **State** NV **Zip** 89130

E-mail Address SerjikK@Success.edu

REPRESENTATIVE Carpenter Sellers Del Gatto **Contact** Tommy Huggins

Address 8882 Spanish Ridge Avenue **Phone:** (702) 251-8896 **Fax:** (702) 251-8876

City Las Vegas **State** NV **Zip** 89148

E-mail Address thuggins@csdarchitecture.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application or the lessee or agent fully authorized by the owner to make this submission as indicated by the owner's signature below.

Property Owner Signature* Mitchell Fuerst

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mitchell Fuerst

Subscribed and sworn before me

This 22 day of OCT., 2013.

Oddyh (LOS ANGELES CALIFORNIA)

Notary Public in and for said County and State

ODDY CHWA
Commission # 1872501
Notary Public - California
Los Angeles County
My Comm. Expires Dec 31, 2013

FOR DEPARTMENT USE ONLY

Case #	VAR-51785
Meeting Date:	12/10/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-51679 10/24/13

Revised 10/27/08

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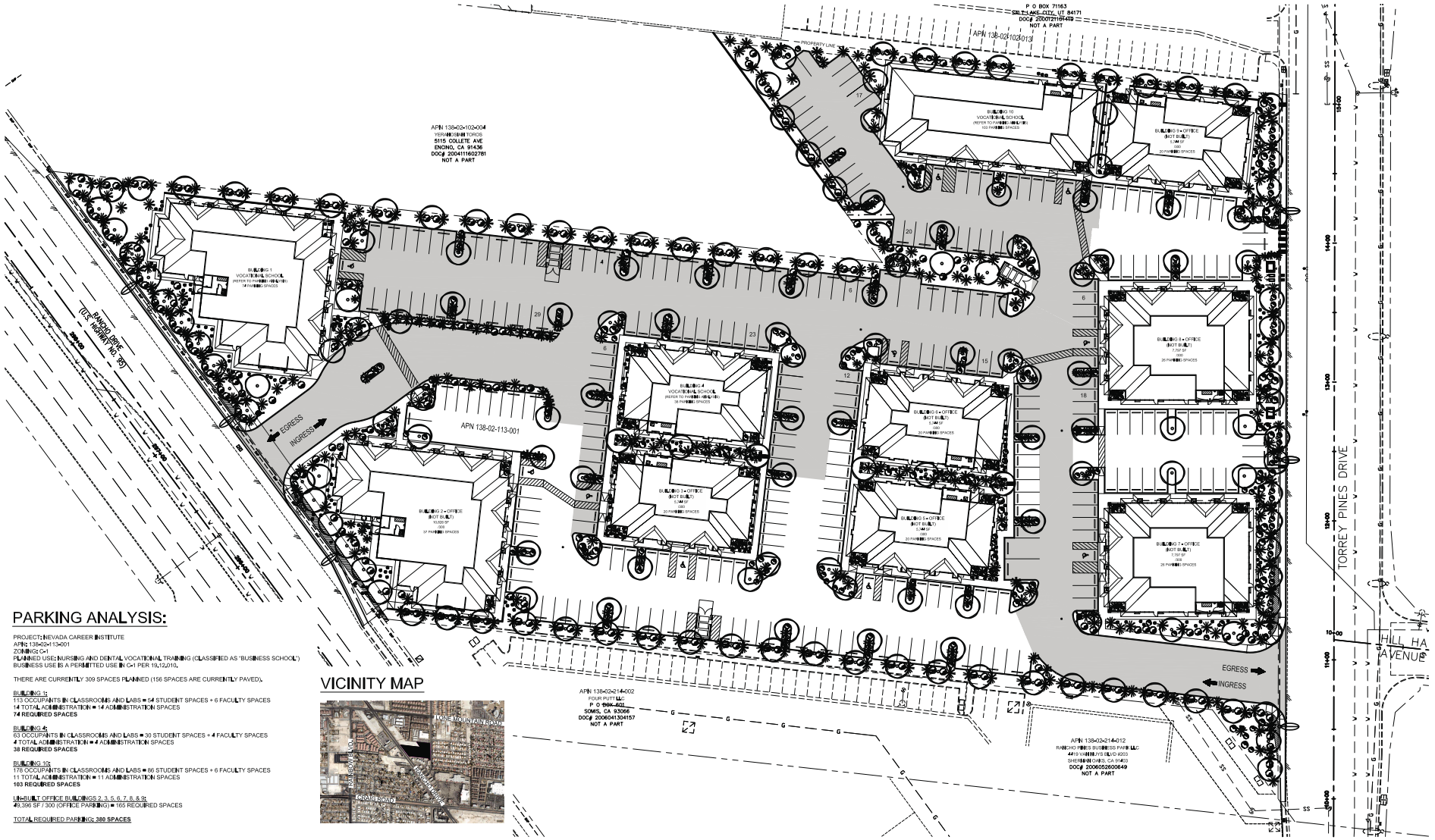


PARKING ANALYSIS:

PROJECT: NEVADA CAREER INSTITUTE
APN 138-02-113-001
ZONING: C-1
PLANNED USE: NURSING AND DENTAL VOCATIONAL TRAINING (CLASSIFIED AS "BUSINESS SCHOOL")
BUSINESS USE IS A PERMITTED USE IN C-1 PER 19.12.010.

THERE ARE CURRENTLY 309 SPACES PLANNED (156 SPACES ARE CURRENTLY PAVED).

BUILDING 1:
113 OCCUPANTS IN CLASSROOMS AND LABS = 64 STUDENT SPACES + 6 FACULTY SPACES
14 TOTAL ADMINISTRATION = 14 ADMINISTRATION SPACES
74 REQUIRED SPACES

BUILDING 4:
63 OCCUPANTS IN CLASSROOMS AND LABS = 30 STUDENT SPACES + 4 FACULTY SPACES
4 TOTAL ADMINISTRATION = 4 ADMINISTRATION SPACES
38 REQUIRED SPACES

BUILDING 10:
178 OCCUPANTS IN CLASSROOMS AND LABS = 86 STUDENT SPACES + 6 FACULTY SPACES
11 TOTAL ADMINISTRATION = 11 ADMINISTRATION SPACES
103 REQUIRED SPACES

UN-BUILT OFFICE BUILDINGS 2, 3, 5, 6, 7, 8, & 9:
49,396 SF / 300 (OFFICE PARKING) = 165 REQUIRED SPACES

TOTAL REQUIRED PARKING: **380 SPACES**

VICINITY MAP

CARPENTER SELLERS DEL GATTO ARCHITECTS
1919 S. JONES • SUITE C • LAS VEGAS, NV 89146
(702) 251-8896 • FAX (702) 251-8876 • WWW.CSDARCHITECTURE.COM

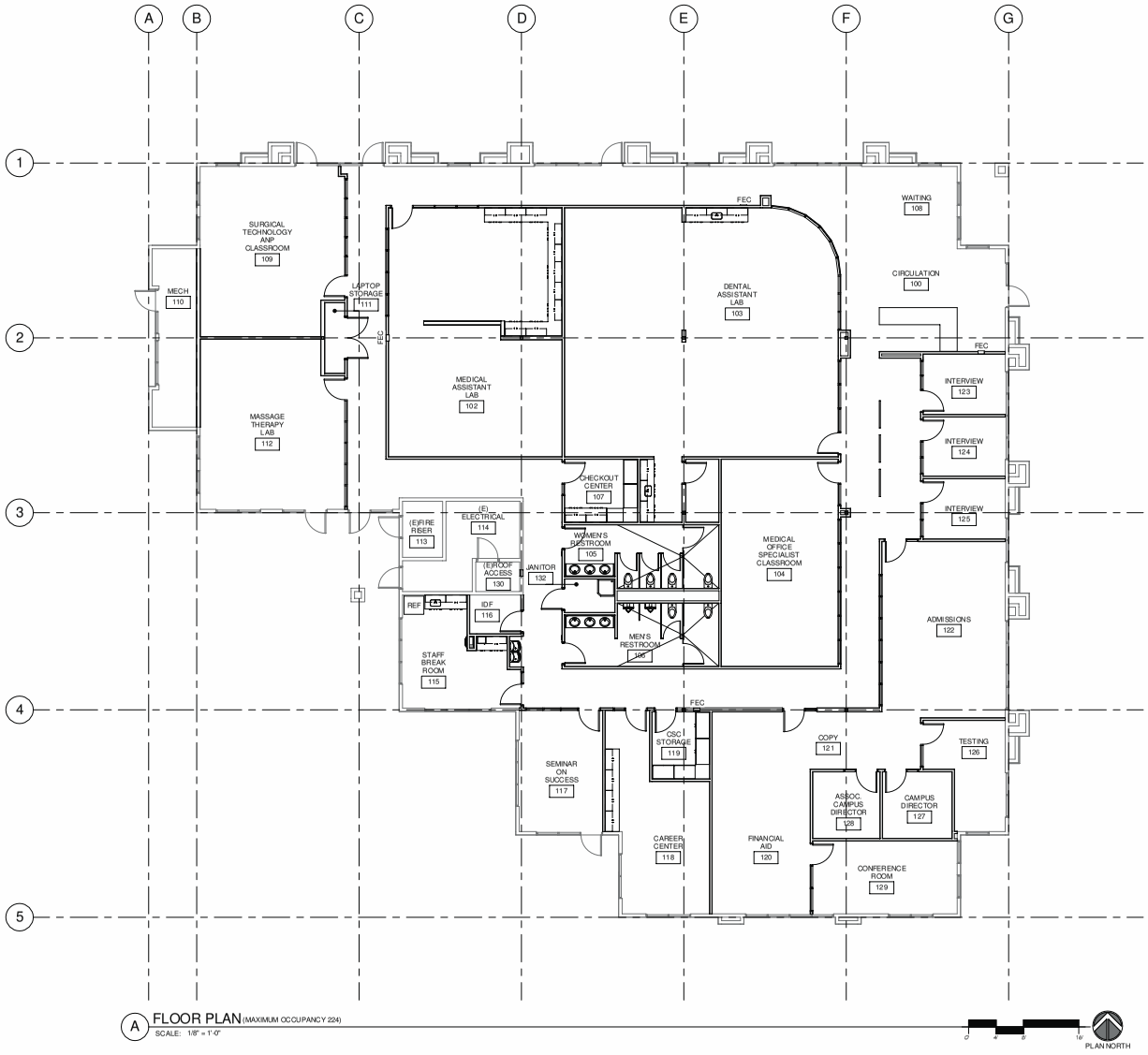
PRJ-51673
10/24/13

SITE PLAN
NEVADA CAREER INSTITUTE

NORTH
0' 16' 32' 64'
Scale 1/32" = 1'-0"
10.24.13

SHEET **SP-01**

VAR-51785



A FLOOR PLAN (MAXIMUM OCCUPANCY 224)
SCALE: 1/8" = 1'-0"

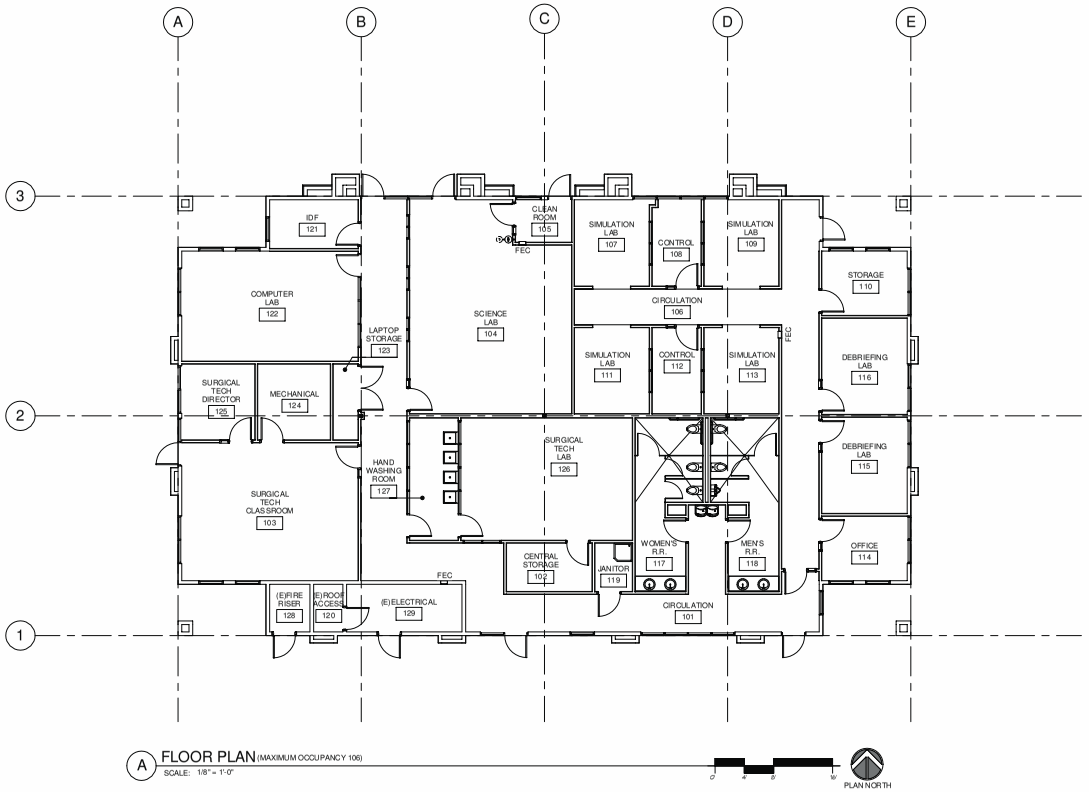
CARPENTER SELLERS DEL GATTO ARCHITECTS
1919 S. JONES · SUITE C · LAS VEGAS, NV 89146
(702) 251-8896 · FAX (702) 251-8876 · WWW.CSDARCHITECTURE.COM

FLOOR PLAN
NEVADA CAREER INSTITUTE: BUILDING 1: T.I.

PRJ-51673
10/24/13

10.24.13 SHEET FP-01

VAR-51785



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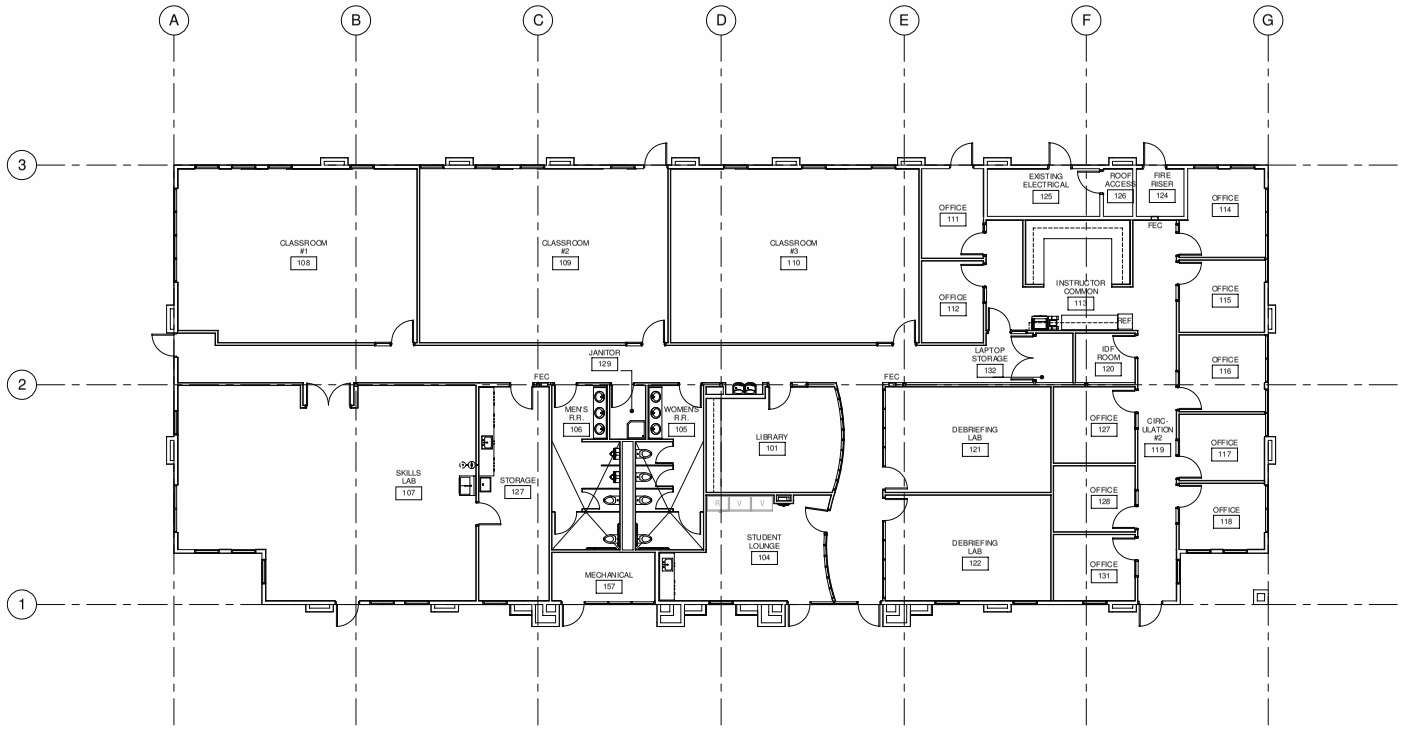
(702) 251-8896 · FAX (702) 251-8876 · WWW.CSDARCHITECTURE.COM

FLOOR PLAN
NEVADA CAREER INSTITUTE: BUILDING 4: T.I.

PRJ-51673
10/24/13

10.24.13 SHEET FP-04

VAR-51785



A FLOOR PLAN (MAXIMUM OCCUPANCY 225)
SCALE: 1/8" = 1'-0"

CARPENTER SELLERS DEL GATTO ARCHITECTS
1919 S. JONES · SUITE C · LAS VEGAS, NV 89146
(702) 251-8896 · FAX (702) 251-8876 · WWW.CSDARCHITECTURE.COM

FLOOR PLAN
NEVADA CAREER INSTITUTE: BUILDING 10: T.I.

PRJ-51673
10/24/13

10.24.13 SHEET FP-10

VAR-51785

VAR-51785 - APPLICANT: NEVADA CAREER INSTITUTE - OWNER: SOUTHWEST COLLEGE OF MEDICAL-DENTAL ASSISTANTS & PRACTICAL NURSES
4660 NORTH RANCHO DRIVE

11/13/13

VAR-51785 - APPLICANT: NEVADA CAREER INSTITUTE - OWNER: SOUTHWEST COLLEGE OF MEDICAL-DENTAL ASSISTANTS & PRACTICAL NURSES
4660 NORTH RANCHO DRIVE

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4660 NORTH RANCHO DRIVE

11/13/13

NEVADA CAREER INSTITUTE

nevadacareerinstitute.com

Nevada Career Institute (NCI, www.nevadacareerinstitute.com) was established in Las Vegas, Nevada in 1993. Nevada Career Institute offers diploma programs that are career focused in the allied health fields such as Medical Assistant, Surgical Technology and Practical Nursing.

Nevada Career Institute has been providing quality training and education to the communities it aims to serve for a long time. Nevada Career Institute has been a leader in delivering specialized healthcare training in the city of Las Vegas and its surrounding communities. In 2011, Nevada Career Institute launched the Practical Nursing Program, and continues to produce graduates who have taken and passed the NCLEX-PN Licensure Examination at a rate that exceeds the National Pass Rates (NCI-85%, National-83%). The Practical Nursing program at Nevada Career Institute is approved by Nevada State Board of Nursing.

On April 15, 2008, Success Education Colleges (SEC, www.Success.edu) acquired Glendale Career College and Nevada Career Institute. Success Education Colleges is the holding company for the College's three brands, North-West College (www.nw.edu), Glendale Career College (www.glendalecareer.com), and Nevada Career Institute (www.nevadacareerinstitute.com). I invite you to visit our websites to learn more about our Mission and Core Purpose.

North-West College was founded in 1966 by Marsha Fuerst. Mrs. Fuerst and her family have been involved in the allied health field since the early 1950's. North-West College, West Covina Campus opened its doors on October 10, 1966 to 43 students in two classes. From the very beginning, Mrs. Fuerst's goal was to provide quality education in the healthcare field to people who could not otherwise attend college, or were in need of a career and not just a job. In 1994 Mitchell Fuerst joined the College and has served in a number of capacities. He has been instrumental in the growth and development of the College's educational programs, and student and employee populations. In 2010 Mitchell became the president of the College and has continued in his Mother's footsteps. He has stayed true to the College's Core Purpose, "We Educate Students for Success".

The purpose of acquiring Glendale Career College and Nevada Career Institute was to continue to better serve students who desire to attend a well-established educational Institution.

T 702.893.3300
F 702.893.3881

3231 N. Decatur Blvd, Suite 119
Las Vegas, Nevada 89130

PRJ-51673
10/24/13

VAR-51785

In early 2013, Mitchell purchased the property located at 4624-4660 North Rancho Drive, in the city of Las Vegas. The property contains three shell buildings. The buildings and the property have been heavily vandalized, blighted and in need of major improvements. Mitchell, however, saw past the current state of the property and developed a vision that included moving Nevada Career Institute from its current location to this property which would provide the students at Nevada Career Institute a campus feel. Shortly after purchasing the property, Nevada Career Institute Nursing Administrators and the Organization's Leadership Team decided to offer Associate Degree in Nursing and have applied for the Registered Nurse (RN) approvals from Nevada State Board of Nursing. Offering this program will afford the Las Vegas and surrounding communities the opportunity to receive a degree in nursing that will qualify them to become Registered Nurses. Additionally, it is our desire to offer a number of other healthcare specific programs at Nevada Career Institute including the Dental Assistant Program. Success Education Colleges is aware and more than willing to invest millions of dollars in re-vitalizing this property in order for it to become a true state of the art "Health Care Training Destination".

The need for specialized healthcare professionals cannot be disputed based on the national and local healthcare job market demands. With the implementation of the Affordable Care Act, the need for healthcare professional support personnel is ever increasing. Qualified personnel are needed to perform, plan, direct, coordinate, and supervise the delivery of healthcare. At the heart of every busy healthcare facility there is a team of trained professionals who work with patients and their records, medical documents, and other medical office matters. A trained healthcare professional is and will continue to remain a vital member of a healthcare provider team, and is critical for successful patient outcomes. Armed with this statistical data, and knowledge, it became very clear to us that relocating and expanding the program offerings at Nevada Career Institute would be a natural progression. Also, with additional space to grow and expand, it is our goal and vision to make Nevada Career Institute and our new Campus a "Health Care Training Destination" for residents of Las Vegas and the surrounding communities.

We are requesting a parking variance to begin our project and move Nevada Career Institute to its future permanent home. We are making this request based on a number of factors that includes the current student population at Nevada Career Institute. Nevada Career Institute has a current population of 182 students. These students attend school at different times of the day and have different class schedules. This is very important in that during any one session of class not all students are on campus. Another critical factor is that almost all programs offered at Nevada Career Institute have a Clinical/Externship component associated with it. This simply means that once the students reach a certain point in their program, they leave the campus and continue

PRJ-51673
10/24/13

with their education at an off-site location. Currently, approximately 70 students are on their clinical/externship rotation and do not report to campus.

The current location housing the Nevada Career Institute campus has 150 parking spaces that are shared with 20 other businesses in the complex. Based on a count of parking spaces utilized at the current site, during the morning hours, the total number of spaces used was 102-120, in the afternoons the number was 75-85, and in the evenings, the number of spaces used were 25-40. Finally, based on an informal survey, we deduced that approximately 20% of Nevada Career Institute's current student population uses some form of public transportation or are dropped-off and picked up from school.

Based on these facts, and our previous experience, we are confident that the current number of parking spaces available at Nevada Career Institute's future home will be more than enough to accommodate our students and staff. With that in mind, we are respectfully requesting a parking variance, and are more than hopeful that our requested is approved and the variance is granted as soon as possible.

Sincerely,

Serjik Kesachekian
Corporate Director of Strategic Development
Nevada Career Institute

PRJ-51673
10/24/13

VAR-51785

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

Panama Investors
6600 Hunter Drive
Rohnert Park, CA 94928

December 3, 2013

City of Las Vegas
Department of Planning
Development Services Center
333 N., Rancho Drive, 3rd Floor
Las Vegas, NV 89106

And by fax to 702 464-7499

RE: VAR-51785 [PRJ-51673]-notice received 11/30/13

I am the owner of the office building at 4576 N Rancho Drive which is contiguous to the Rancho Pines Shopping Center at 4578, 4588 and 4590 N. Rancho Drive. The request for parking variance for the property to the immediate North of our retail office park is of concern to us. We have a community of four ownerships totaling approximately 34,900 s.f. of office and Retail uses. We have 165 parking spaces or just over 4.7 spaces per thousand square feet. This is sufficient for our use.

The school that recently acquired the property to our North (at 4624-4660 N. Rancho Drive) is a welcome new use for this previously unoccupied property. However, there is need to provide enough parking for the intended use. Ours is the nearest paved parking and is likely to be impacted by any shortfall in planned parking as indicated by the Applicant's plans. The Application information I received indicates that the city required minimum is 395 spaces for the school use. The variance requested is for 309 spaces. This is a shortfall of 85 spaces. If this shortfall comes about, it could take up over half of our existing parking.

We are aware there are two large empty lots to the immediate north of the proposed school development. If the Applicant can acquire through either purchase or lease this extra land, there should be plenty of room for parking to meet their needs. I oppose the application for variance and believe the applicant should be required to provide the necessary parking. I am not available to attend the 12/10/2013 meeting. Please take in to consideration my opposition to a parking variance for PRJ 51673.

Sincerely,
Panama Investors
By Eugene Burger Management Corporation, General Partner

Stephen Burger, CPM ®
President

cc- by fax to Councilman Stavros Anthony (702) 382-8558

S:\AAA Master COMMERCIAL\Current Properties\Rancho Pines (Panama Investors)\Ltr to Planning Dept 12-02-13.docx

agenda item #50
protest

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43[3]
0004278216 NOV 27 2013
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing

DEC 28-2013 LV NV 8513X

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 at the address listed above or fax this side of this card to (702) 464-7499. 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-51785 [PRJ-51673]
Planning Commission Meeting of 12/10/2013

Case: VAR-51785

13802214002
RANCHO 888 L.L.C
5014 N W 141ST ST
VANCOUVER WA 98685-1583

PANAMA INVESTORS

2 JRDFNMP 98685

agenda item #50
protest

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 NOV 27 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-51785 [PRJ-51673]
Planning Commission Meeting of 12/10/2013

Case: VAR-51785
13802214008
PANAMA INVESTORS
%PANAMA INVESTORS LTD
6600 HUNTER DR
ROHNERT PARK CA 94928-2416

agenda item #50 protest

FAX FROM BOB & DELLA MUSE @ HOME DATE: 11/30/13

FAX # 001(360)5743275 PAGES: 5

PHONE # 001(360)5743275 CELL # 001(503)8808650 464-7499

TO: Las Vegas Dept. of Planning @ (702) ~~229-6405~~

Copy To Councilman Stavros Anthony
Ward 4 - (702) 3828558

Re: VAR-51785 [PR] -51673]

ATT letter/Documents

Thank you,

R Muse, Mgr
Rancho 888 LLC

AGENDA ITEM #50
PROTEST
PAGE 1 of 5

November 30, 2013

RANCHO 888 LLC

5014 NW 141st Street

Vancouver, WA 98685-1583

City of Las Vegas

Department of Planning

Development Services Center

333 N., Rancho Drive, 3rd Floor

464-7499

Las Vegas, NV 89106 And by fax to 702 ~~229-6405~~

RE: VAR-51785 [PRJ-51673]--notice received today, 11 30 13.

I am owner of the Rancho Pines Shopping Center at 45780, 4588 and 4590 N. Rancho Drive. The request for parking variance for the property to our immediate North is of concern to us. We have a community of four ownerships totaling approximately 34,900 s.f. of office and Retail uses. We have 165 parking spaces or just over 4.7 spaces per thousand square feet. This is ample for our use.

The school that recently acquired the property to our North (at 4624-4660 N. Rancho Drive) is a welcome new use for this previously unoccupied property. However, there is need to provide enough parking for the intended use. Ours is the nearest paved parking and is likely to be impacted by this shortfall in planned parking as indicated by the Applicant's plans. The Application Information I received today indicates that the city required minimum is 395 spaces for the school use. The variance requested is for 309 spaces. This is a shortfall of 85 spaces. If most or all of this is forced upon our property, it would take up over half of our existing parking.

There are two large empty lots to the immediate north of the proposed school development. If Applicant can acquire through either purchase or lease this extra land, there should be plenty of room to park to meet his needs. Unless Applicant can show that he is going to provide the needed parking, I oppose this application for variance. As an out of town owner, I may not be available at the 12/10/2013 meeting. Please take in to consideration my "I Oppose" vote of neighboring property owner, per enclosed return card.

Sincerely,

J R Muse

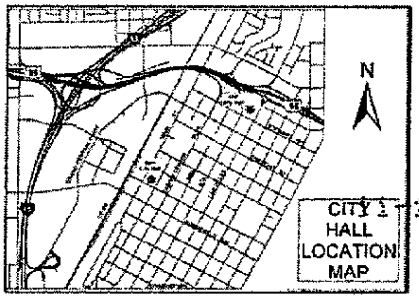
J. Robert Muse, Manager Rancho 888 LLC E-Mail xijing@Comcast.Net

(503)880 8650--Enclosures--air photo and notice card.

cc-- by fax to Councilman Stavros Anthony (702) 382-8558

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



25-2013 LV NV 891XX

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 at the address listed above or fax this side of this card to (702) 464-7499. 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-51785 [PRJ-51673]
Planning Commission Meeting of **12/10/2013**

Case: VAR-51785

13802214002
RANCHO 888 L L C
5014 N W 141ST ST
VANCOUVER WA 98685-1583

R Mgr. Mgr
Rancho 888 LLC

2 JRDFNMP 98685

Application Information

VAR-51785 - VARIANCE - PUBLIC HEARING - APPLICANT: NEVADA CAREER INSTITUTE - OWNER: SOUTHWEST COLLEGE OF MEDICAL-DENTAL ASSISTANTS & PRACTICAL NURSES - For possible action on a request for a Variance TO ALLOW 309 PARKING SPACES WHERE A MINIMUM OF 395 ARE REQUIRED on 6.42 acres at 4624-4660 North Rancho Drive (APN 138-02-113-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony) [PRJ-51673].

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***December 10, 2013***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street 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, 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.

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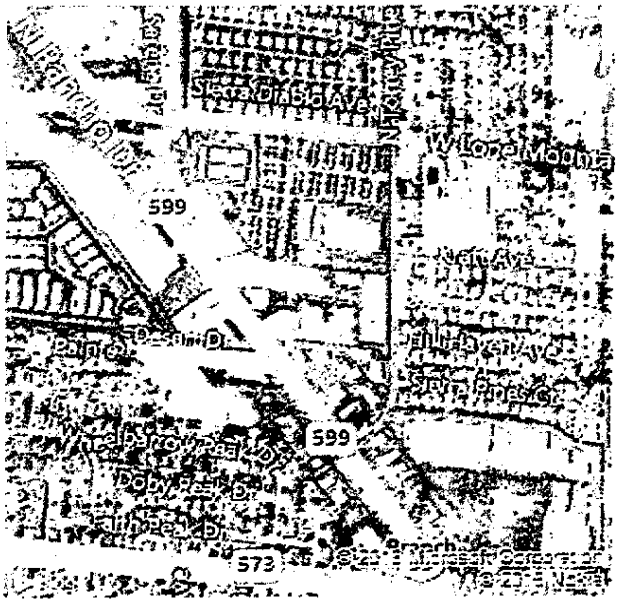
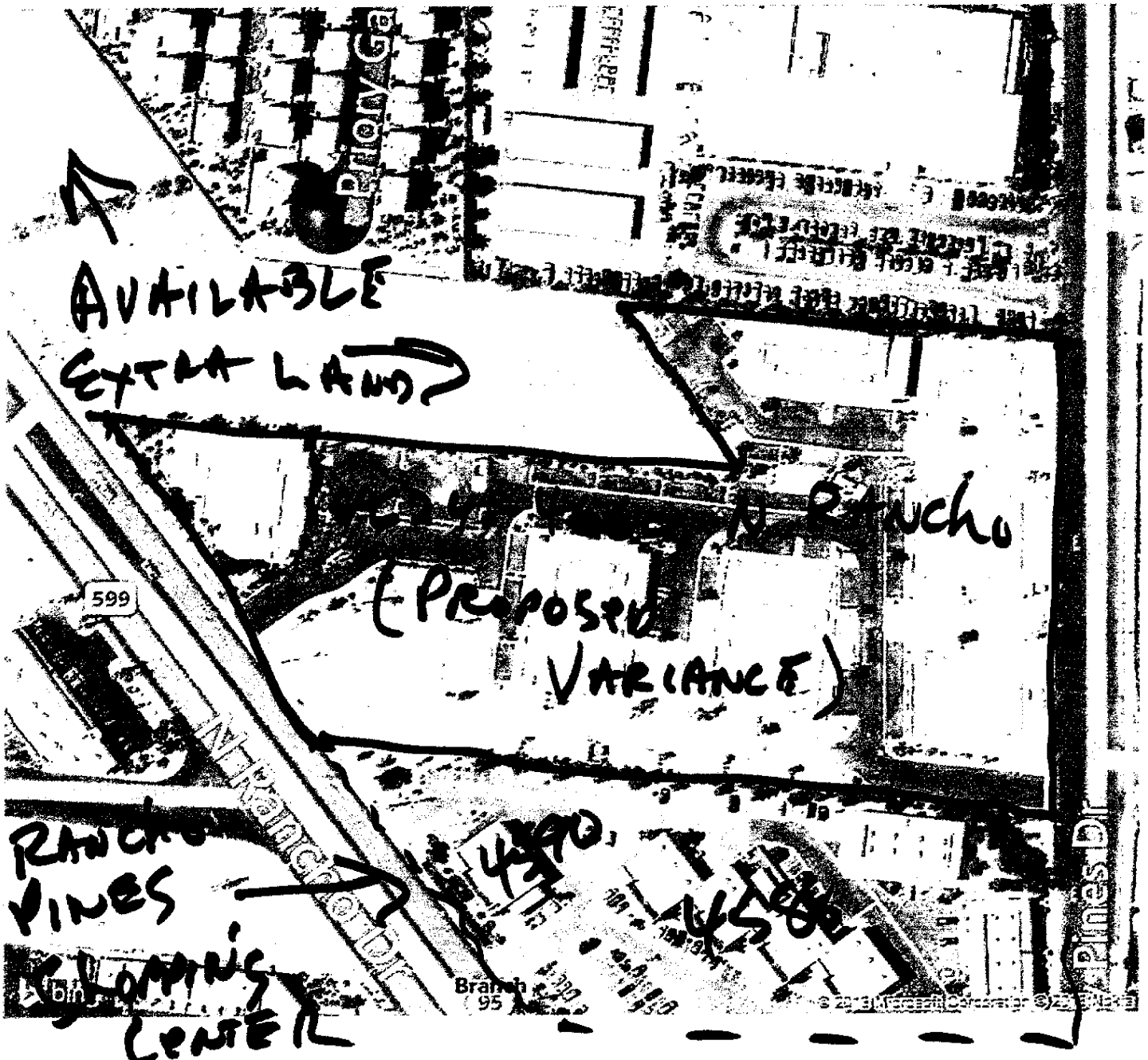




City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

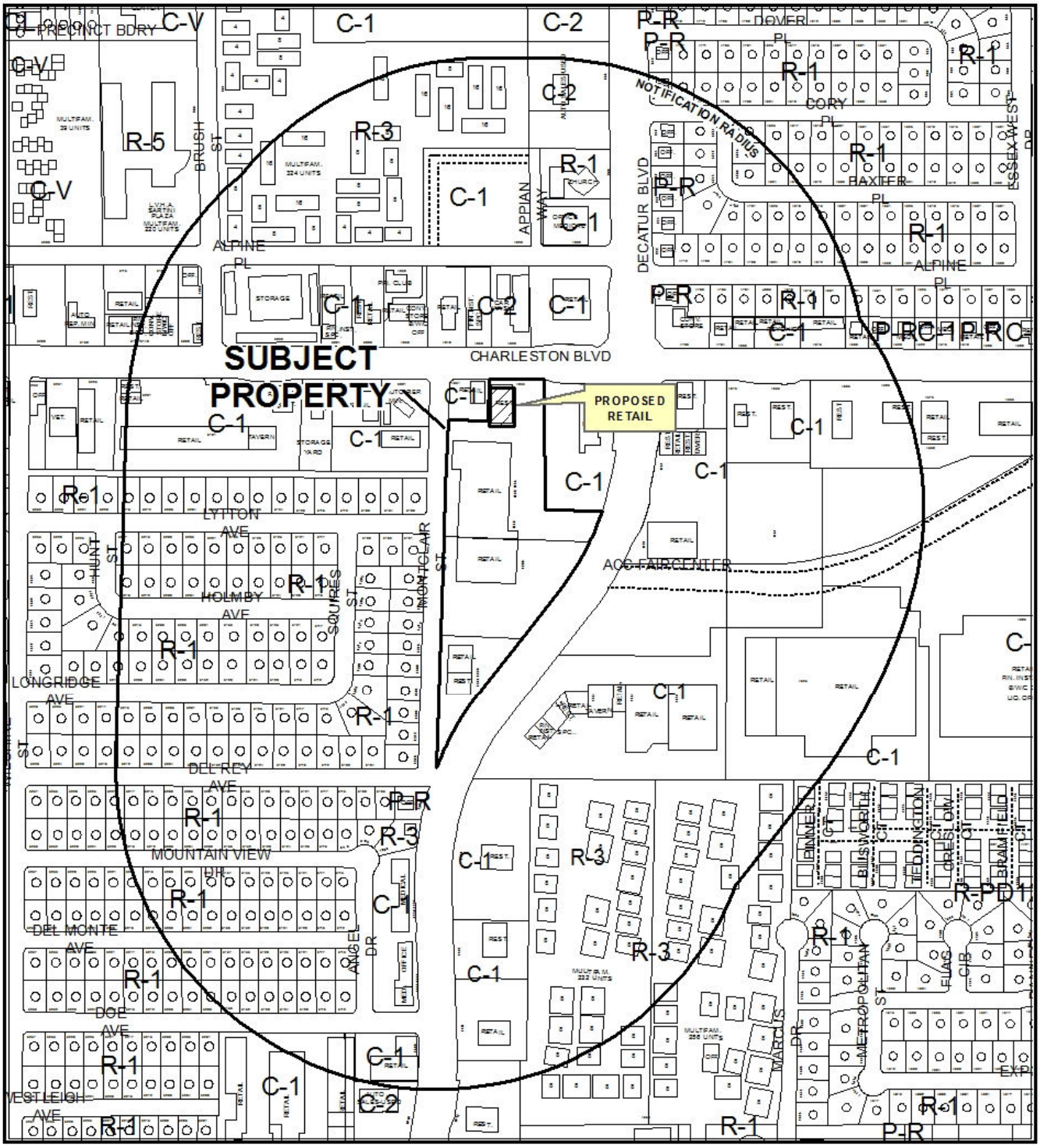
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-51622 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SOUTHWESTERN HOLDINGS, LLC - For possible action on a request for a Variance TO ALLOW A FIVE-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on a 3.41-acre portion of an 8.99 acre commercial subdivision at 4833 West Charleston Boulevard (APN 162-06-111-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-51350]. The Planning Commission (7-0 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 (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

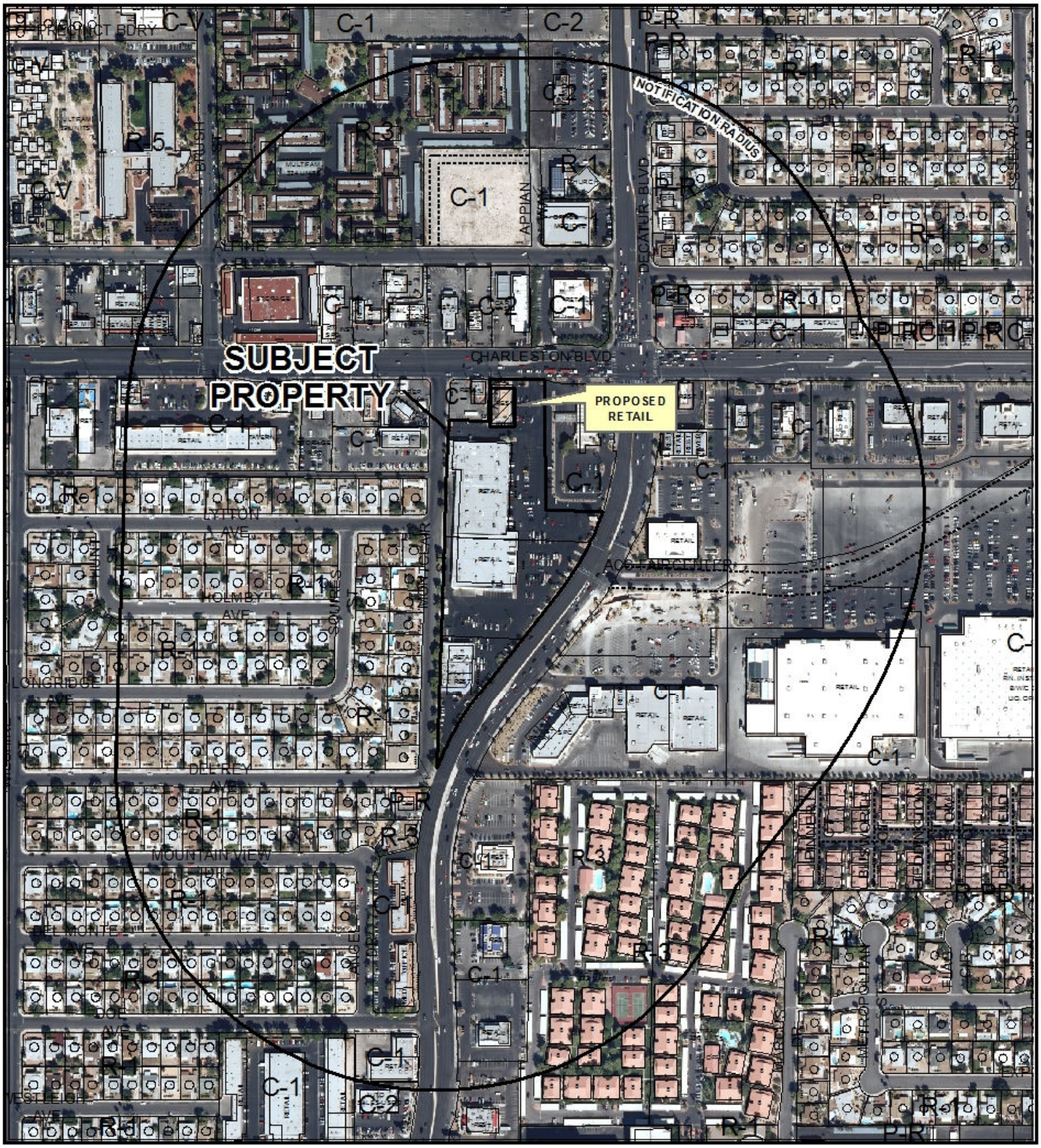
BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-51622 and SDR-51621
2. Conditions and Staff Report - VAR-51622 and SDR-51621
3. Supporting Documentation
4. Photos - VAR-51622 and SDR-51621
5. Justification Letter - VAR-51622 and SDR-51621
6. Back up referenced from the December 10, 2013 Planning Commission meeting - VAR-51622 and SDR-51621



CASE: **VAR-51622 & SDR-51621 (PRJ-51350)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 300 600 Feet

CASE: **VAR-51622 & SDR-51621 (PRJ-51350)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SOUTHWESTERN HOLDING, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-51622	Staff recommends APPROVAL, subject to conditions:	N/A
SDR-51621	Staff recommends APPROVAL, subject to conditions:	VAR-51622

** CONDITIONS **

VAR-51622 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-51621) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-51621 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-51622) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan dated stamped 11/04/13, and building elevations, date stamped 10/14/13, except as amended by conditions herein.

4. A Waiver from Title 19.08.070 is hereby approved, to allow a zero-foot wide landscape buffer along the east property lines where an eight-foot wide buffer is required.

5. An Exception from Title 19.08.110(C)(12) is hereby approved, to allow no landscape islands where one is required for every six parking spaces for the 22 parking spaces in lots east of the subject pad.

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 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.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this Site Plan Prior to submittal of construction drawings for this site. Fire Department access shall be maintained at all times per Fire Department Standards.

11. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Site Development Plan Review (SDR-51621) for a proposed 5,359 square-foot retail building located in an existing commercial subdivision zoned C-1 (Limited Commercial) on the southwest corner of Charleston Boulevard and Decatur Boulevard. This retail building is to be constructed on an existing nonconforming concrete pad (a former restaurant). The existing parking lot has no landscaping or parking lot islands. An Exception is needed to allow this condition to remain.

A Variance (VAR-51622) is required to allow a five-foot side yard setback where 10 feet is the minimum required by code. Also, a landscape buffer Waiver is needed to allow a zero-foot wide landscape buffer along the west property line where an eight-foot wide landscape buffer is required. Lastly, an Exception is needed to deviate from the parking lot landscape requirements for the 22 parking spaces to the east of the subject site within the existing parking lot.

This project is in an established commercial center, on existing building pad that has geographic elevation challenges. The applicant has proposed a well deigned structure that overcomes the site challenges of geographic elevation changes and constructing in an established commercial center in a way that does not have negative impact on the surrounding community; therefore, staff recommends approval of the requested Variance and Site Development Plan Review and its associated Waiver and Exception.

ISSUES

- A Variance has been requested to allow a five-foot side yard setback, where 10 feet is required.
- A Waiver of the Title 19.08.080 perimeter landscape requirement has been requested to allow a zero-foot landscape buffer along the west property lines, where a five-foot buffer is required.
- Exceptions of Title 19.08.110 are required to allow no parking lot trees in islands or plant material at ends parking rows and every six parking spaces.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/23/62	The Board of Commissioners approved a Rezoning (Z-0046-62) request from R-E (Residence Estates) to C-1 (Limited or Neighborhood Commercial). The Planning Commission recommended approval.
10/03/74	The Board of Zoning Adjustment approved a Variance (V-0058-74) request to allow a 1,200 square-foot freestanding sign where three individual signs of 400 square-feet each, spaced 50 feet apart were permitted at 1120 and 1200 South Decatur Boulevard.
09/26/78	The Planning Commission approved a Plot Plan Review (Z-0063-63) request to allow a restaurant at 4833 West Charleston Boulevard.
04/10/03	The Department of Planning Administratively approved a Site Development Plan Review (SDR-1832) request for a 30,298 square-foot remodel.
03/04/13	A complaint (#125569) was filed with Code Enforcement for fire damage at 4833 West Charleston Boulevard. The complaint was resolved on 07/17/13.
08/27/13	A complaint (#129966) was filed with Code Enforcement for a structure being burned and not "razed" at 4833 West Charleston Boulevard. There was concern on what kind or chemicals and carcinogens were being admitted from the building. The complaint was resolved on 08/27/13.
12/10/13	The Planning Commission voted (7-0) to recommend APPROVAL of VAR-51622 & SDR-51621 [PRJ-51350]. (PC Agenda Items 42-43/mr)

Most Recent Change of Ownership	
01/20/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1970's	The building was constructed.
08/25/95	A building permit (#95385698) was issued for a tenant improvement. The permit was finalized on 10/25/95.
11/20/12	A disaster assessment inspection report (#223502) was conducted and established that 75 percent of the existing building structure was damaged.

Pre-Application Meeting	
09/19/13	A pre-application meeting was held with the applicant's designated representative and the following was discussed: 1. The proposed retail building requires a Site Development Plan Review. 2. The former structure was considered legally non-conforming, as it does not meet the minimum building setback and landscaping buffer requirements along the west property line. 3. The time limitation to reconstruct a legally non-conforming structure has lapsed and the proposed development would need to conform to current code requirements. 4. That the parking lot west of the proposed building needs to be brought in conformance with current development standards or a parking lot landscape Exception is needed with the proposed development. 5. The landscape buffer and street tree requirements along West Charleston Boulevard.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/31/13	A field check was conducted and revealed a bare concrete pad surrounded by a construction fence.

Details of Application Request	
Site Area	
Net Acres	8.99

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	General Retail Store, Other Than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)
	Car Wash, Full Service or Auto Detailing		C-2 (General Commercial)

South	Office, Other Than Listed	SC (Service Commercial)	P-R (Professional Office and Parking)
East	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
West	General Retail Store, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08.070, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Setbacks			
• Front	10 Feet	16 Feet	Y
• Side	10 Feet	5 Feet	N*
• Corner	10 Feet	345 Feet	Y
• Rear	20 Feet	679 Feet	Y
Max. Lot Coverage	50 %	26.5 %	Y
Max. Building Height	Subject to residential adjacency standards	31 Feet	N/A
Trash Enclosure	Screened, Gated, Trellis	Y	Y
Mech. Equipment	Screened		Y

*A setback variance accompanies this application.

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	88 Feet	35 Feet	Y
Adjacent development matching setback	10 Feet	35 Feet	Y
Trash Enclosure	50 Feet	496 Feet	Y

Pursuant to Title 19.08.070 the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees: • North • West	 1 Tree / 20 Linear Feet 1 Tree / 30 Linear Feet	 7 Trees 5 Trees	 7 Trees 1 Trees	 Y N
TOTAL PERIMETER TREES		**12Trees**	**8 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	11 Trees	0 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • West	 15 Feet 5 Feet		 18 Feet 0 Feet	 Y N

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Planned Streets and Highways Map	100 Feet	Y
Decatur Boulevard	Primary Arterial	Planned Streets and Highways Map	121 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***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	103,843	1:250 SF	416				
TOTAL SPACES REQUIRED			416		455		Y
Regular and Handicap Spaces Required			407	9	455	10	Y
Loading Spaces	5,359 SF	1/10,000	1		1		Y *

*The shopping center was entitled and constructed without loading zones.

Waivers		
Requirement	***Request***	***Staff Recommendation***
To provide a five-foot landscape buffer along the west property line.*	To allow a zero-foot landscape buffer.*	Approval

* Setback Variance (VAR-51622) is to allow a five-foot where 10 feet is required. An approved setback variance is the landscape buffer width.

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Provide one landscape finger and one 24" box tree throughout the parking lot.	To allow no parking lot landscaping fingers in the parking lot and on the end of parking rows.	Approval

ANALYSIS

The proposed 5,359 square-foot retail building will be located in an existing shopping center zoned C-1 (Limited Commercial). The proposed retail use is consistent with the C (Commercial) land use designation and said structure will create a visual interest to the shopping center. This proposal is compatible with the C-1 (Limited Commercial) zoning district development standards.

The proposed modern building use of color and building material will have a visual presence along Charleston Boulevard that should lure patrons in through the grand staircases to the front of the building. The structure's façade is oriented toward the east with outdoor seating opportunities provided by a raised patio. Also, the perimeter landscaping along Charleston Boulevard is a visual improvement that meets the minimum standard required by code and assist in softening the building's edges.

A setback Variance is required along west property line to allow the proposed building to be built on the foundation of the previous structure. Staff supports this Variance, as there is an elevation change of about three feet from the south end of the building to the north end and the structure should not impact the retail establishment to the west. Additionally, said setback area also requires a landscape buffer width Waiver of zero feet to accommodate the buildings rear exit access routes. Staff supports a Waiver from Title 19.08.040 for this instance, as the absence of landscaping on a portion of the west property line will not negatively affect the commercial property directly to the west

The proposed site circulation and parking lot layout is consistent with shopping centers that were built in the early 1970's. As such, an Exception accompanies this application to allow no landscaping along the 22 affected parking spaces in the parking lot directly east of the proposed development. Staff supports the requested Exception to Title 19.08.110, as the addition of landscape islands would be inconsistent with circulation patterns and design of the existing shopping center.

This project is in an established shopping center, on a repurposed building pad that has geographic elevation challenges; Because of the these development challenges, staff recommends approval of the requested Variance and Site Development Plan Review and its associated Waiver and Exceptions.

FINDINGS (VAR-51622)

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."

The submitted site plan has provided evidence of a unique site condition, in that the geographic elevation changes approximately three feet, making it difficult to construct a project that conforms to current development requirements. The applicant has provided a design that seeks to achieve maximum utilization of the site, assist in the beatification of Charleston Boulevard and which should not negatively impact the surrounding community. Staff supports the applicant's request to allow a five-foot side yard setback where the ten feet is required along a portion of the west property line.

FINDINGS (SDR-51621)

In order to approve a Site Development Plan Review 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 commercial structure is compatible with the C (Commercial) land use designation and is in context with commercial development in the area. The applicant has requested a Variance to allow a five-foot side yard setback where a 10-foot setback is required. Staff supports this request, as the applicant is challenged with a uniquely geographic feature of the site and has provided a design concept that minimizes the impact on the adjacent commercial development to the west.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   With approval of the associated Waiver, Variance, Exceptions and associated condition of approval, the proposed development will be consistent with all adopted city plans, policies and standards. Staff supports the proposed development, as it is a visual improvement along Charleston Boulevard and will not negatively impact the surrounding community.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided from Decatur Boulevard ankd Charleston Boulevard, both are 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. The proposed development also features improvements that contribute to the pedestrian environment, which will support and encourage alternative means of transportation (the grand entry on Charleston Boulevard).

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials and landscape material are appropriate for the area and consistent with other commercial sites within the City.

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, design characteristics and architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance. The proposed building is a visual improvement to the area and could be compatible with the existing development and surrounding area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed Site Development Plan Review will not impact public health, safety, or welfare since the development will be subject to the International Building Code and City inspections during construction.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 316 by the City Clerk

APPROVALS 1

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

VAR-51622

Case Number: PRJ51350 APN: 162-06-111-001

Name of Property Owner: Southwestern Holdings LLC

Name of Applicant: Southwestern Holdings LLC

Name of Representative: Vedelago Petsch Architects, Inc. (Todd Vedelago, AIA)

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: George Shakiban

Subscribed and sworn before me

This 30th day of September, 2013

_____

Notary Public in and for said County and State

SARI HALL
Commission # 2024169
Notary Public - California
Los Angeles County
My Comm. Expires May 11, 2017

PRJ-51350
10/15/13

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Family Center - Retail Pad Building

Project Address (Location) 1120 S Decatur Blvd. Las Vegas, NV 89102

Project Name Family Center Retail Pad 1 **Proposed Use** Retail

Assessor's Parcel #(s) 162-06-111-001 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 5,400 SF **Floor Area Ratio** 3.64 %

Gross Acres 3.41 **Lots/Units** _____ **Density** _____

Additional Information This retail pad site is the former"Pancake House" located in the Family Center - commercial shopping center.

PROPERTY OWNER Southwestern Holdings, LLC **Contact** George Shakiban

Address 23945 Calabasas Road, Suite 101 **Phone:** (818) 223-9070 **Fax:** (818) 223-9071

City Calabasas **State** CA **Zip** 91302

E-mail Address george@encodesign.com

APPLICANT same as Property Owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Vedelago Petsch Architects, Inc. **Contact** Todd Vedelago, AIA

Address 3535 Executive Terminal Drive #310 **Phone:** (702) 951-0300 **Fax:** (702) 951-0302

City Henderson **State** NV **Zip** 89052

E-mail Address tvedelago@vpa-lv.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me

This _____ day of _____ , 20 _____ .

_____

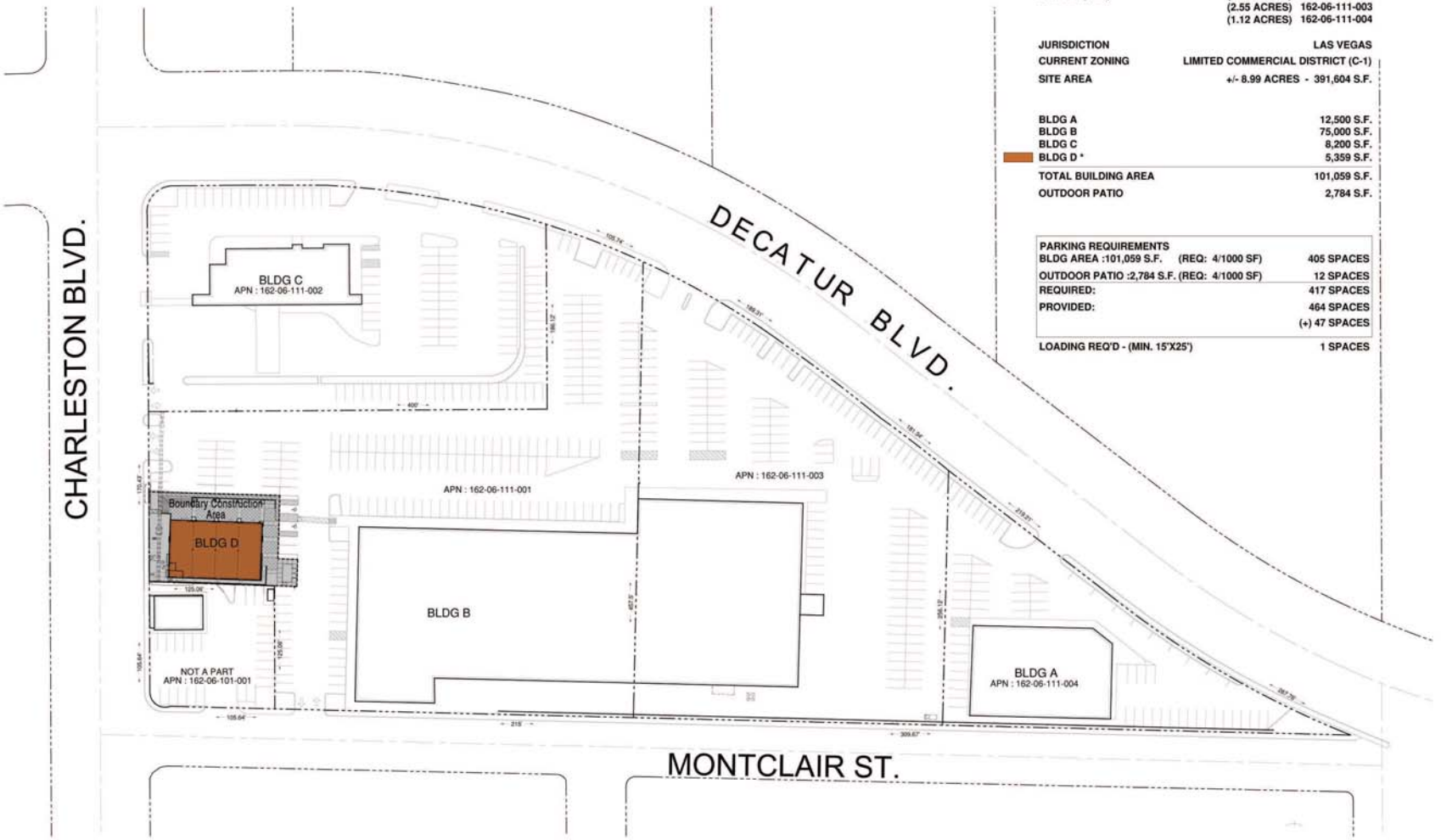
Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	VAR-51622
Meeting Date:	12/10/13 PC
Total Fee:	
Date Received:*	
Received By:	

PRJ-51350
10/15/13

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.



SITE INFORMATION

ASSESSORS PARCEL NUMBER(APN)	(1.91 ACRES)	162-06-111-002
	(3.41 ACRES)	*162-06-111-001
	(2.55 ACRES)	162-06-111-003
	(1.12 ACRES)	162-06-111-004
JURISDICTION		LAS VEGAS
CURRENT ZONING		LIMITED COMMERCIAL DISTRICT (C-1)
SITE AREA		+/- 8.99 ACRES - 391,604 S.F.
BLDG A		12,500 S.F.
BLDG B		75,000 S.F.
BLDG C		8,200 S.F.
BLDG D *		5,359 S.F.
TOTAL BUILDING AREA		101,059 S.F.
OUTDOOR PATIO		2,784 S.F.

PARKING REQUIREMENTS		
BLDG AREA :101,059 S.F.	(REQ: 4/1000 SF)	405 SPACES
OUTDOOR PATIO :2,784 S.F.	(REQ: 4/1000 SF)	12 SPACES
REQUIRED:		417 SPACES
PROVIDED:		464 SPACES
		(+) 47 SPACES
LOADING REQ'D - (MIN. 15'X25')		1 SPACES

NORTH

Graphic Scale 0 25 50 100 150

Planning Stamp:

PRJ-51350
11/04/13

Vedelago Petsch AIA architects

3535 Executive Terminal Dr. Suite 310 Henderson, Nevada 89052 Phn (702)-951-5300 Fax (702)-951-5302

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THE FAMILY CENTER AT LAS VEGAS

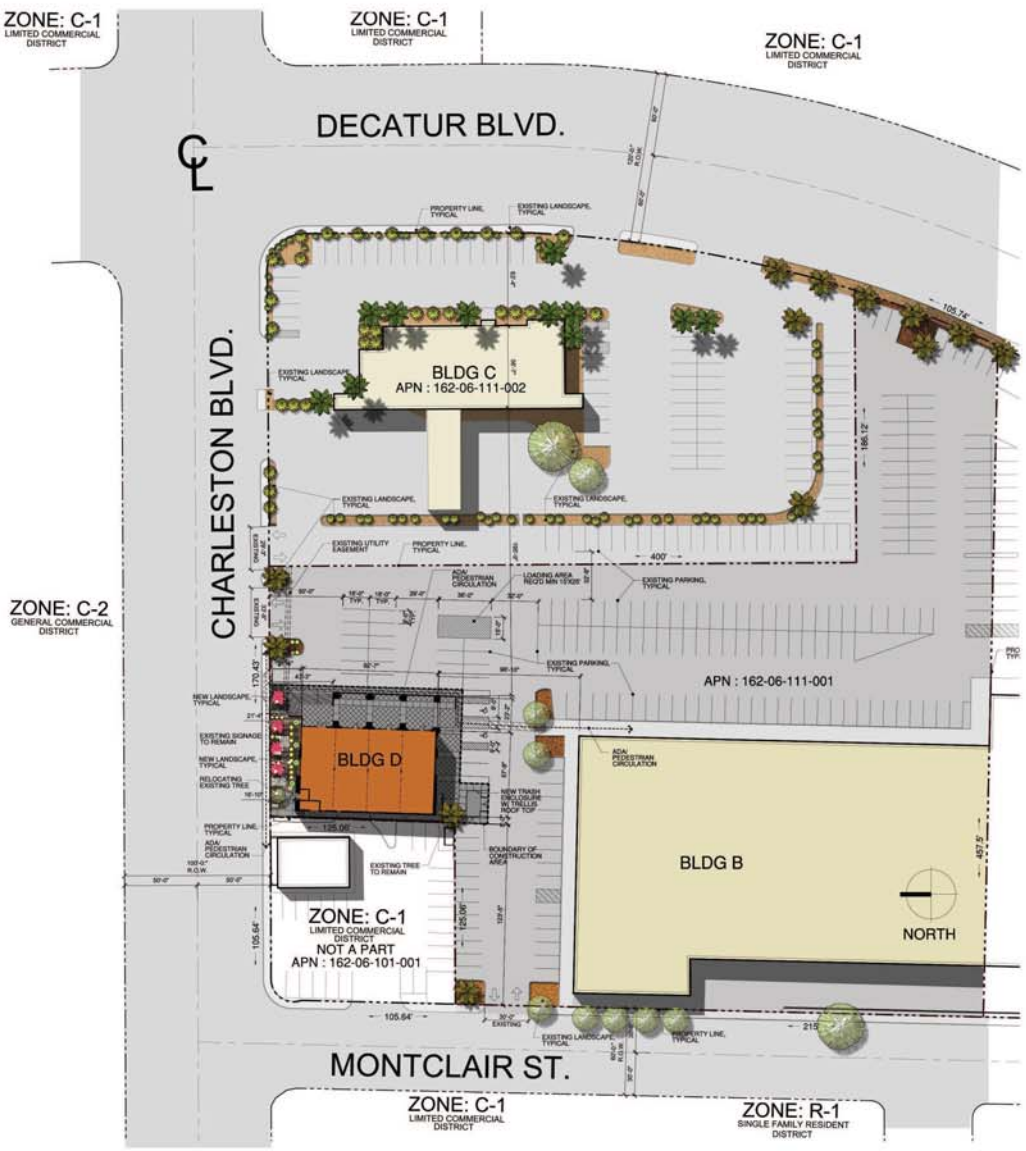
S. DECATUR BLVD., LAS VEGAS, NEVADA 89102

EXISTING MASTER PLAN

Project No :2013125
Date :10/30/13
Scale :1"-0" = 50'-0"
Sheet No:

SP001

VAR-51622 & SDR-51621
REVISED



SITE INFORMATION

ASSESSORS PARCEL NUMBER(APN)	(1.91 ACRES)	162-06-111-002
	(3.41 ACRES)	*162-06-111-001
	(2.55 ACRES)	162-06-111-003
	(1.12 ACRES)	162-06-111-004
JURISDICTION		LAS VEGAS
CURRENT ZONING		LIMITED COMMERCIAL DISTRICT (C-1)
SITE AREA		+/- 8.99 ACRES - 391,604 S.F.

BLDG A	12,500 S.F.
BLDG B	75,000 S.F.
BLDG C	8,200 S.F.
BLDG D *	5,359 S.F.
TOTAL BUILDING AREA	101,059 S.F.
OUTDOOR PATIO	2,784 S.F.

PARKING REQUIREMENTS	
BLDG AREA :101,059 S.F. (REQ: 4/1000 SF)	405 SPACES
OUTDOOR PATIO :2,784 S.F. (REQ: 4/1000 SF)	12 SPACES
REQUIRED:	417 SPACES
PROVIDED:	464 SPACES
	(+) 47 SPACES
LOADING REQ'D - (MIN. 15'X25')	1 SPACES
LOADING PROV'D - (15'X36')	1 SPACES

VICINITY MAP

Planning Stamp:

PRJ-51350
11/04/13

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Fax (702)-951-5302

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THE FAMILY CENTER AT LAS VEGAS

S. DECATUR BLVD., LAS VEGAS, NEVADA 89102

SITE PLAN

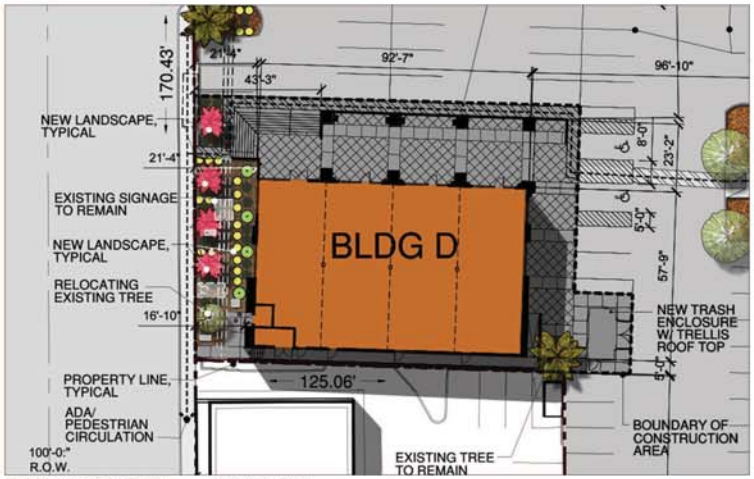
Project No :2013125
Date :10/30/13
Scale :1"-0" = 40'-0"
Sheet No:

SP002

VAR-51622 & SDR-51621
REVISED

PLANT LEGEND

SYMBOL	COMMON NAME/BOTANICAL	SIZE	QTY.	SPACING
	EXISTING TREE TO REMAIN			
	EXISTING TREE TO REMAIN			
TREES				
	ARIZONA ASH FRAXINUS VELUTINA	24" BOX	4	20'-0" O.C.
	DECOMPOSED GRANITE TO MATCH EXISTING	3/4" TO 4" AGGREGATE		ROCK
GROUND COVERS				
	NEW GOLD LANTANA LANTANA 'NEW GOLD'	5 GAL.	20	36" TO 48"
	STAR JASMINE TRACHELOSPERMUM JASMINOIDES	5 GAL.	4	30" TO 36"
	PROSTRATE ACACIA ACACIA REDOLENS 'DESERT CARPET'	5 GAL.	25	60" TO 72"



ENLARGED LANDSCAPE PLAN Scale :1'-0" = 20'-0"

Graphic Scale
0 10 20 40 60

NORTH

Graphic Scale
0 20 40 80 120

Planning Stamp:

PRJ-51350
11/04/13

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THE FAMILY CENTER AT LAS VEGAS

S. DECATUR BLVD., LAS VEGAS, NEVADA 89102

LANDSCAPE PLAN

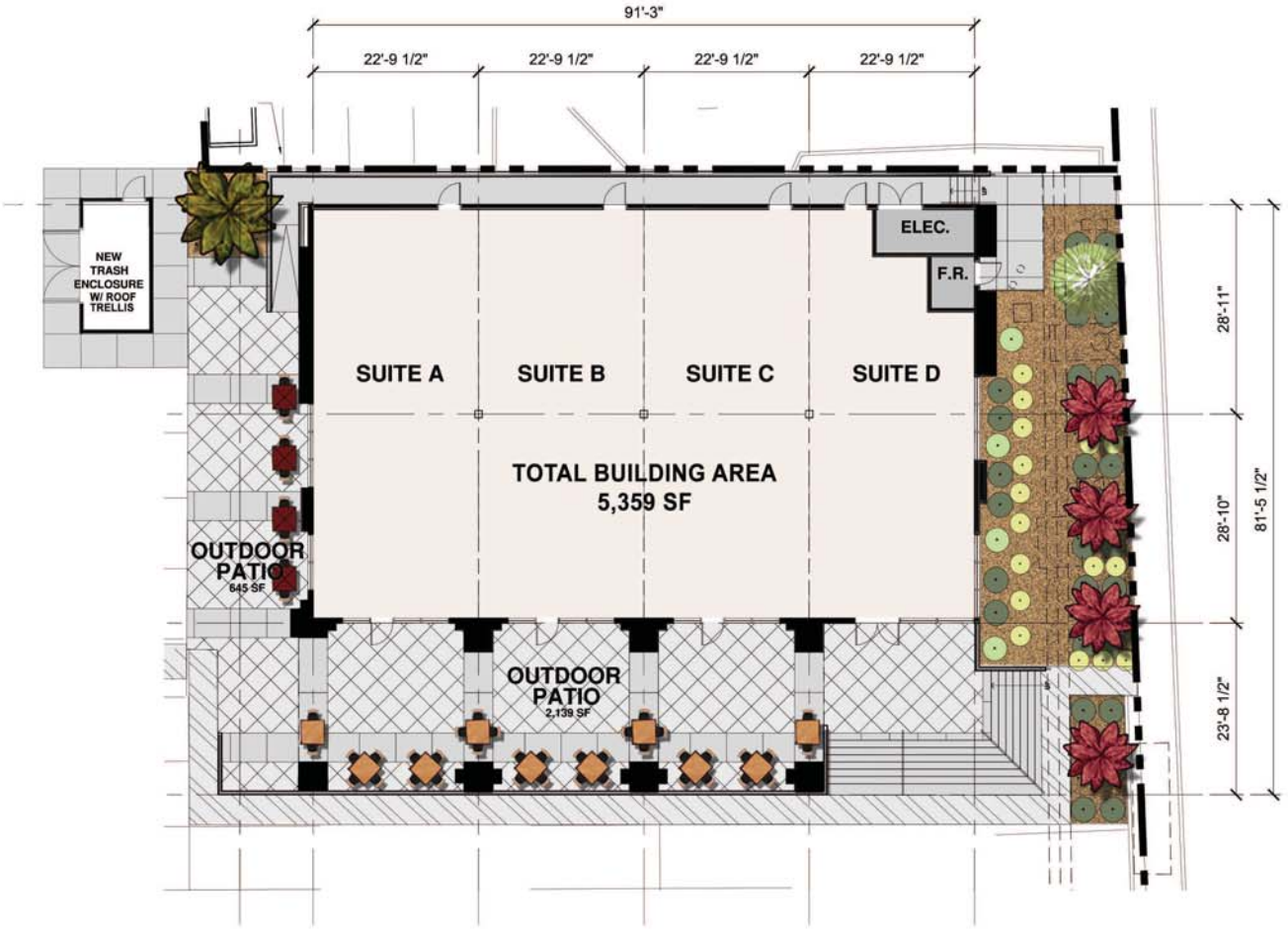
Project No :2013125
Date :10/30/13
Scale :1"-0" = 40'-0"
Sheet No:

LP001

VAR-51622 & SDR-51621
REVISED

BUILDING INFORMATION

TOTAL BUILDING AREA	5,359 SF



NORTH

Graphic Scale 0 4 8 16 24

Planning Stamp:

PRJ-51350
11/04/13

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THE FAMILY CENTER AT LAS VEGAS

S. DECATUR BLVD., LAS VEGAS, NEVADA 89102

FLOOR PLAN

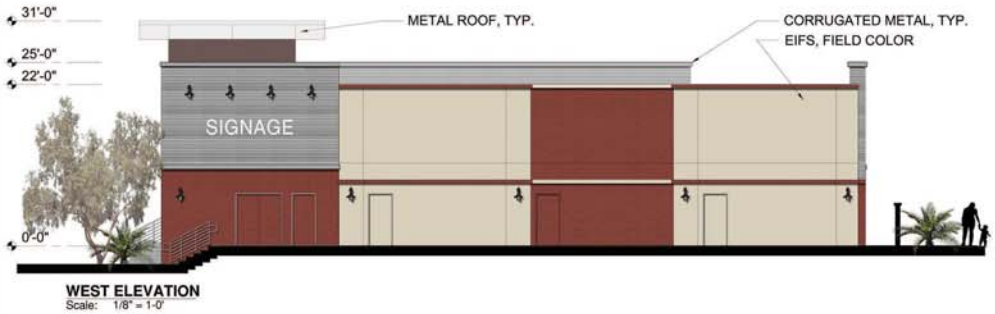
Project No :2013125
Date :10/30/13
Scale :1/8"-0" = 1'-0"
Sheet No:

FP001

VAR-51622 & SDR-51621
REVISED

EAST ELEVATION
Scale: 1/8" = 1-0'

NORTH ELEVATION
Scale: 1/8" = 1-0'



WEST ELEVATION
Scale: 1/8" = 1-0'

SOUTH ELEVATION
Scale: 1/8" = 1-0'

Graphic Scale
0 4 8 16 24

Planning Stamp:

PRJ-51350
10/14/13

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THE FAMILY CENTER AT LAS VEGAS

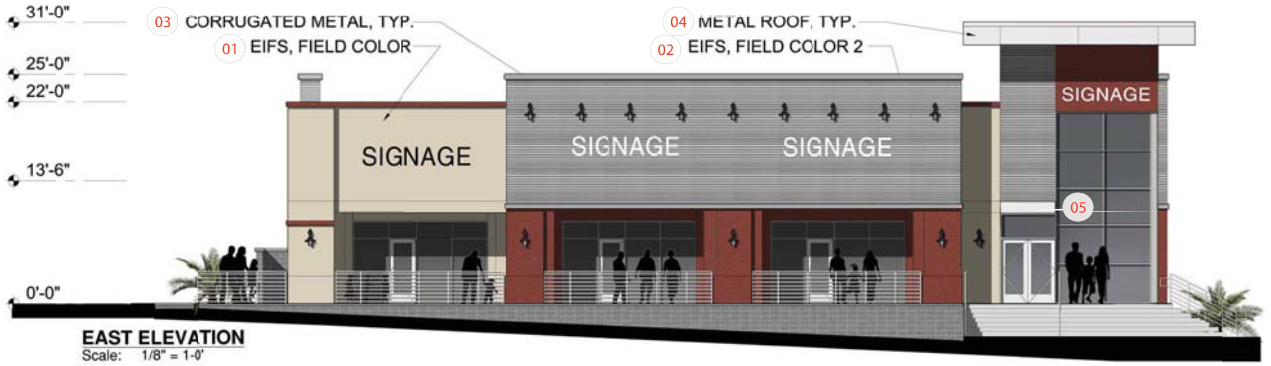
S. DECATUR BLVD., LAS VEGAS, NEVADA 89102

ELEVATIONS

Project No :2013125
Date :09/23/13
Scale :1/8" = 1'-0"
Sheet No:

EV001

VAR-51622
SDR-51621



EAST ELEVATION
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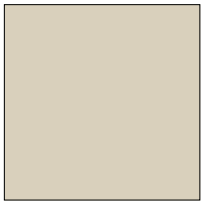
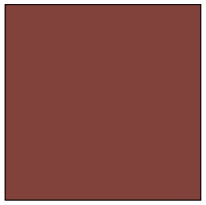
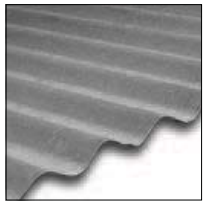


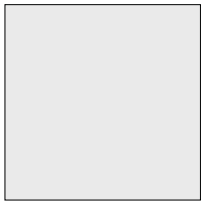
01 Painted EIFS
Frazee Paint
Tree Bark
CL 2911W



02 Painted EIFS
Frazee Paint
Pioneer
CL 1467N



03 Corrugated Metal



04 Metal Facia
Sheet Metal

05 1' Insultating Glass
w/ Aluminum Frame
Storefront

Vedelago Petsch AIA
architects
3535 Executive Terminal Dr.
Suite 310
Henderson, Nevada 89052
Phn (702)-951-0300
Fax (702)-951-0302

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THE FAMILY CENTER AT LAS VEGAS

S. DECATUR BLVD., LAS VEGAS, NE/ADA 89102

MATERIAL BOARD

Planning Stamp:

PRJ-51350
10/14/13

Project No :2013125
Date :09/27/13
Scale :1/8"-0" = 1'-0"
Sheet No:

MB001

VAR-51622
SDR-51621

VAR-51622 & SDR-51621 – APPLICANT/OWNER: SOUTHWESTERN HOLDINGS, LLC
4833 WEST CHARLESTON BOULEVARD

11/13/13

VEDELAGO - PETSCH ARCHITECTS

September 27, 2013
City of Las Vegas Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Project Justification Letter

APN: 162-06-111-001
Current Zone Use: C1
Project: The Family Center – Retail Pad – 1120 S Decatur Blvd. LV, NV 89102
VPA Project No: 2013125
Related Application No: Pre Application 2013-000338

To Whom It May Concern:

Pursuant to City of Las Vegas requirement for justification letter regarding Design Review Submittal for Southwestern Holdings, LLC - project owner & applicant; please note the following required zoning application categories for this submittal:

1) Design Review for modifications/improvements to existing building/site.
2) Variance from required 10'-0" building setback from west property line.
3) Waiver of required 8'-0" wide landscape buffer along west property line.
4) Exception for required landscape fingers within existing parking lot

Issue:

Parcel 162-06-111-001 is located at the northwest corner of Charleston Blvd. and Decatur Blvd. within the city limits of Las Vegas, Nevada and thus subject to Title 19 if the Unified Development Code for real property improvements/development.

Parcel 162-06-111-001 is part of a commercial shopping center which is named "The Family Center". Parcels 162-06-111-002, 003 & 004 comprise "The Family Center" along with parcel 162-06-111-001. Parcel 162-06-111-001 currently has a single retail pad structure on the property that has fallen into disrepair due to a fire that has damaged subject property. This property is the former "Pancake House" restaurant. The owners wish to demolish the structure in its entirety, save the existing concrete floor slab, footings and utilities that serve the current pad site. It is the owner's intent to rebuild a new multi tenant lease retail structure atop the existing concrete slab and footings. A new pedestrian access "plinth"/patio is proposed to be constructed directly adjacent to the east face of the existing building pad to allow for a single grade level entrance to all proposed lease suites as well as maintain the existing ADA pedestrian access from the Charleston Boulevard sidewalk to this commercial pad as well as the commercial buildings to the south of this retail pad that comprise The Family Center.

The new building structure will be the exact same area of the former building structure. The new building height will be single story as was the former structure. The proposed building design aesthetics will be contemporary and provide a new curb appeal along Charleston Blvd. which will add to the visual character / enhancement of the existing shopping center. See submitted design exhibits that accompany this justification letter as part of the required entitlement application.

All existing utilities that serve the existing retail pad will be analyzed and improved as needed to meet any adopted codes that have occurred since the original building was constructed (such as an RPPA at the water line/meter, etc..).

3535 EXECUTIVE TERMINAL DRIVE .• SUITE 310 • HENDERSON, NEVADA • 89052
PHONE (702) 951-0300 • FAX: (702) 951-0302 • WWW.VPA-LV.COM

PRJ-51350
10/15/13

VAR-51622
SDR-51621

Information:

- It is not determined yet the # of employees/residents the proposed building will accommodate since it is a multi tenant retail pad building that has not yet been leased. Given the fact that this retail pad was a former restaurant, it is safe to assume the proposed retail use for this pad will be equal or less intense than the former restaurant use.
- Hours of operation: Unknown at this time, but anticipated business hours is 7am – 11pm. If a brand retailer such as Starbucks or Subway engages the property, the operational hours may be different on weekend nights.
- This pad site is part of an existing commercial retail shopping center and the proposed use will remain as is.
- There are no specific required state licenses specific to this application request.

Please refer to CLV Department of Planning justification letter guidelines for content listed below:

Sustainability:
The proposed project will not be participating in the City of Las Vegas Green Building Program. Nonetheless, conventional practices that represent standard in the industry construction means/methods will be employed. Design applications such as light building colors, light roofing color, pedestrian connectivity within the shopping center from street pedestrian access, 1" low E glass, etc….will be employed.

Findings:
Per Determinations of Approval for Applications per Title 19.18 – please see below findings:

General Plan Amendment Determination:

1. The density and intensity of proposed project remains unchanged from existing conditions. Subject property remains as is regarding this category.
2. Existing zoning designation remains as is. No changes.
3. Existing transportation, recreation, utility and other facilities remain as is. No added infrastructure load to occur.
4. This proposed amendment/project conforms to Title 19.

Rezoning Determinations:

1. No rezoning is to occur with this application.

Criteria for Site Development Plans:

1. The proposed development is compatible with adjacent development & existing conditions.
2. The proposed development is consistent with the General Plan and all Title 19 requirements.
3. Site access & circulation remains unchanged.
4. Building & Landscape materials are appropriate for the immediate area and will improve existing conditions/aesthetics.
5. Building elevation aesthetics will enhance existing conditions and improve the visual quality of this property and adjacent structures.
6. The public health, safety and welfare will not be negatively impacted by this improvement project.

Special Use Permit Determinations:

1. No special use permit is associated with this application.

PRJ-51350
10/15/13

VAR-51622
SDR-51621

Variance Determinations:

1. The landlord understands that current adopted zoning code Title 19 requires a 10'-0" building setback from the west property line of subject property. When the existing building pad was developed, the current adopted code back then stipulated that a 5' minimum setback was required along the west property line and hence, that was what got approved and constructed. The recent fire that caused damage to the existing building did not damage the existing concrete slab and footings. It is the owner's intent to salvage the existing building slab and footings and construct a new multi-lease retail building on top of the existing building slab and footings in order to reduce development costs. The owner feels that it would be punitive to them, regarding development costs, to move the building 5' to the east if there is no major impact by leaving the existing pad slab "as-is" and constructing a new – contemporary designed structure in place where the former building was located. The commercial center, in which this building is a part, lies within an older neighborhood and the proposed new structure will be an improvement to the existing center. The requirement to move the proposed building 5' more to east will not improve the overall shopping center appearance as it is viewed internally from the conjoined interior parking lot, or from Charleston Blvd. to the north or from Decatur Blvd from the east. A new proposed colored and texture concrete masonry fencewall will be constructed as part of this "re-construction" development along the west property line that separates this building from the existing fast food restaurant pad to the west. The new wall will improve the aesthetics of current conditions. The space between the west building wall of proposed new structure and the new retaining/fence wall will require a concrete walkway along the entire length of the building to meet adopted building codes for a second egress requirement from within the building for future retail lease spaces proposed for this redevelopment. Therefore, the view of this building from the west will be visually enhanced. Not much is gained visually by moving the building to the east 5'-0", other than added development costs which the owner deems unnecessary given existing conditions of the center and this building pad's relationship to the overall shopping center. The existing fast food restaurant pad to the west is neither impacted visually by keeping the proposed structure in its existing location nor is it impacted from a health, safety & welfare aspect as well by salvaging the existing building pad and footings.

Waiver Determinations:

1. The landlord understands that current adopted zoning code Title 19 requires an 8'-0" landscape buffer along the west property line of subject property. Currently a 5'-0" landscape buffer exists which consists of existing crushed granite. As mentioned in Item 1 of "Variance Determinations", the owner will be constructing a new aesthetically appealing colored/textured concrete masonry fencewall along this property line to allow for a building code required exit concrete sidewalk to be placed b/w the new building structure and the new concrete masonry retaining/fence wall. The landlord is requesting the code required landscape buffer be waived since the owner wishes to utilize existing building slab and footings (See Variance Determination – Item 1). The owner will be salvaging (3) grown trees on subject pad and will be adding trees, shrubs and groundcover along Charleston Blvd to enhance existing landscape conditions on subject pad. The placement of the tree(s) along Charleston Blvd will help visually screen the west elevation of this property from the road along with the existing fast food restaurant, thus mitigating the effects of any landscaping along the west property line. The owner is requesting a waiver of the required 8'-0" wide landscape buffer along the west property line given the aforementioned.

PRJ-51350
10/15/13

VAR-51622
SDR-51621

Exception Determinations:

1. The landlord understands that current adopted zoning code Title 19 (19.08.110C) requires landscape fingers within the existing parking lot. Current adopted code would require that (2) two landscape fingers be placed at the end of each row of parking abutting this pad at east end of existing parking field as well as an additional (2) two landscape diamonds within the 2 rows of existing parking adjacent to the east side of this building pad. Given the context of the entire existing shopping center's interior field parking, the requirement of inserting these (4) four new landscape fingers will have little if no "soft landscape" effect on the entire parking lot. Currently the entire existing parking lot does not contain the landscape fingers and islands that are required by Title 19. The addition of the (4) four landscape islands would require irrigation trenching and asphalt pour back which is cost prohibitive for (4) landscape islands and the owner feels the request for the exception of not placing these islands in the pre-existing parking field is not warranted in relation to the re-development of existing building pad.

Items of Interest:

1. In order to provide a single point of entry to each proposed tenant suite, a new plinth/patio slab is being constructed directly adjacent to the existing building slab/foundations.
2. Existing electrical equipment (transformer, CIT cabinet, meter cabinets & posts) are to be removed from existing landscape planter adjacent to pedestrian sidewalk and be relocated to a mutually agreed location between landlord and tenant.

Given the aforementioned statements, we feel that the proposed retail tenant use on APN 162-06-111-001 for this application is compatible with Title 19 requirements and therefore subject to approval.

Owner & Applicant:
Regards,

George Shakiban, Managing Member

Representative:
Regards,

Todd Vedelago, AIA, NCARB, LEED AP BD+C

CC: file, George Shakiban, Bobby Younessi
H:\2013\2013125\Docs\DR Review\2013125 FC1a Justification Letter.doc

PRJ-51350
10/15/13

VAR-51622
SDR-51621

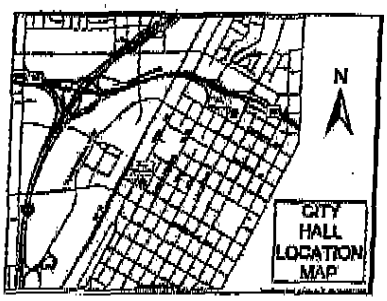
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

ity of Las Vegas
epartment of Planning
velopment Services Center
3 North Rancho Drive, 3rd Floor
s Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 NOV 27 2013
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



you wish to file your protest or support on this request, check the opriate box below and return this card in an envelope with postage to the partment of Planning at the address listed above or fax this side of this card 702) 464-7499. If you would like to contact your Council Representative, se call (702) 229-6405.

Case: VAR-51622

13836802004
824 SOUTH DECATUR L L C
2711 E SAHARA AVE
LAS VEGAS NV 89104-4119

[X] I SUPPORT this Request [ ] I OPPOSE this Request

se use available blank space on card for your comments.

R-51622 & SDR-51621 [PRJ-51350]
nning Commission Meeting of **12/10/2013**

27 JRDFNM 89104

AGENDA ITEMS #42-43
SUPPORT

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
SDR-51621 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-51622 - PUBLIC HEARING - APPLICANT/OWNER: SOUTHWESTERN HOLDINGS, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 5,359 SQUARE-FOOT RETAIL BUILDING WITH A WAIVER TO ALLOW A ZERO-FOOT WIDE LANDSCAPE BUFFER WHERE FIVE FEET IS REQUIRED ALONG A PORTION OF THE WEST PROPERTY LINE on a 3.41-acre portion of an 8.99 acre commercial subdivision at 4833 West Charleston Boulevard (APN 162-06-111-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-51350]. The Planning Commission (7-0 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 (7-0 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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-51621

Case Number: PRJ51350 APN: 162-06-111-001

Name of Property Owner: Southwestern Holdings LLC

Name of Applicant: Southwestern Holdings LLC

Name of Representative: Vedelago Petsch Architects, Inc. (Todd Vedelago, AIA)

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: George Shakiban

Subscribed and sworn before me

This 30th day of September, 2013

_____

Notary Public in and for said County and State

SARI HALL
Commission # 2024169
Notary Public - California
Los Angeles County
My Comm. Expires May 11, 2017

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PRJ-51350
10/15/13

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Family Center - Retail Pad Building

Project Address (Location) 1120 S Decatur Blvd. Las Vegas, NV 89102

Project Name Family Center Retail Pad 1 **Proposed Use** Retail

Assessor's Parcel #(s) 162-06-111-001 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 5,400 SF **Floor Area Ratio** 3.64 %

Gross Acres 3.41 **Lots/Units** _____ **Density** _____

Additional Information This retail pad site is the former"Pancake House" located in the Family Center - commercial shopping center.

PROPERTY OWNER Southwestern Holdings, LLC **Contact** George Shakiban

Address 23945 Calabasas Road, Suite 101 **Phone:** (818) 223-9070 **Fax:** (818) 223-9071

City Calabasas **State** CA **Zip** 91302

E-mail Address george@encodesign.com

APPLICANT same as Property Owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Vedelago Petsch Architects, Inc. **Contact** Todd Vedelago, AIA

Address 3535 Executive Terminal Drive #310 **Phone:** (702) 951-0300 **Fax:** (702) 951-0302

City Henderson **State** NV **Zip** 89052

E-mail Address tvedelago@vpa-lv.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me

This _____ day of _____ , 20 _____ .

_____

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	SDR-51621
Meeting Date:	12/10/13 PC
Total Fee:	
Date Received:*	
Received By:	

PRJ-51350
10/15/13

*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.: **84.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

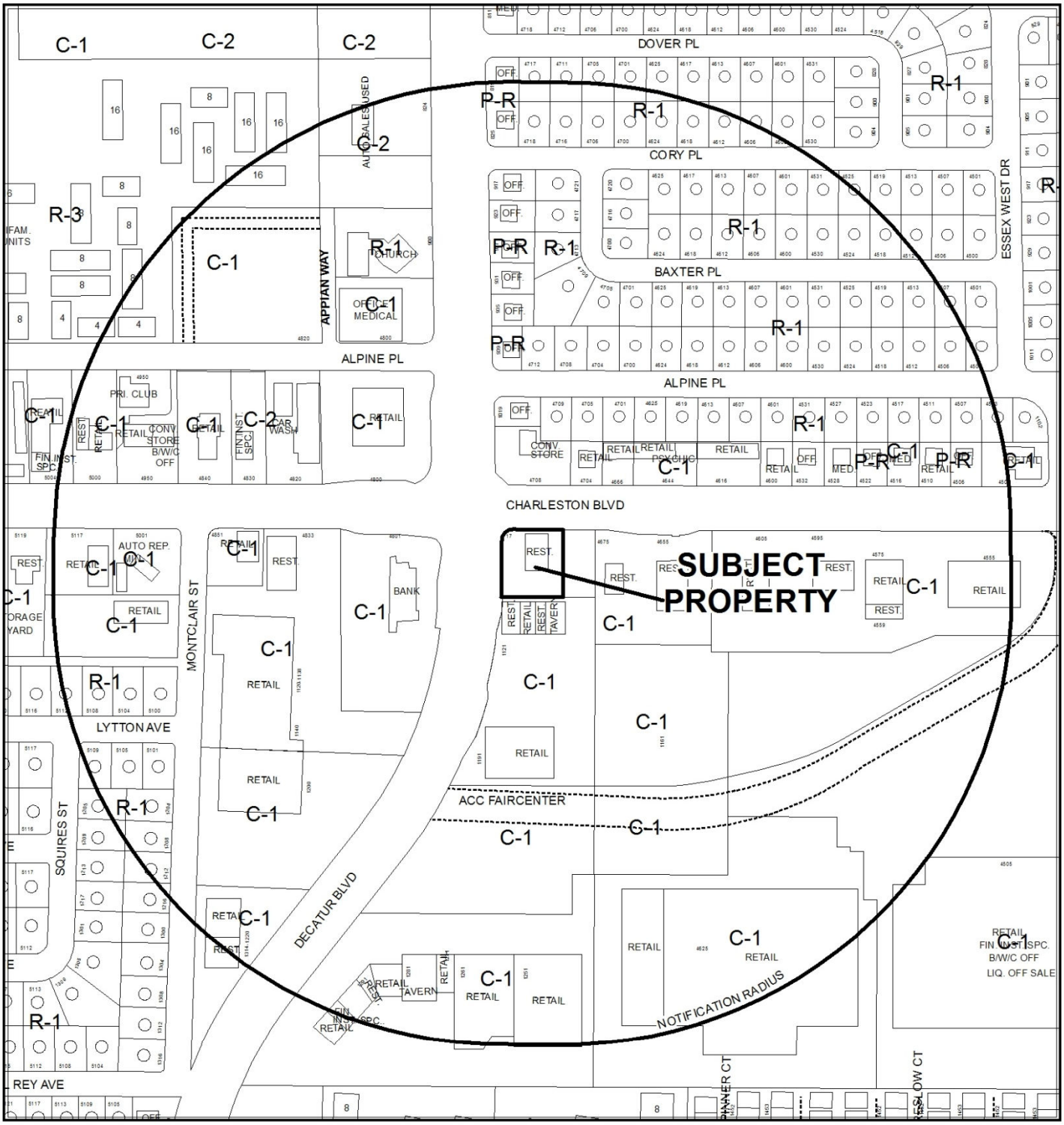
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-51936 - VARIANCE - PUBLIC HEARING - APPLICANT: STARBUCKS COFFEE COMPANY - OWNER: TEG CHARLESTON DECATUR, LLC - For possible action on a request for a Variance TO ALLOW 15 PARKING SPACES WHERE A MINIMUM OF 28 SPACES ARE REQUIRED on 0.47 acres at 4717 West Charleston Boulevard (APN 162-06-102-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-50710]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-51936 and SDR-51784
2. Conditions and Staff Report - VAR-51936 and SDR-51784
3. Supporting Documentation
4. Photos - VAR-51936 and SDR-51784
5. Justification Letter - VAR-51936 and SDR-51784
6. Back up referenced from the December 10, 2013 Planning Commission meeting - VAR-51936 and SDR-51784



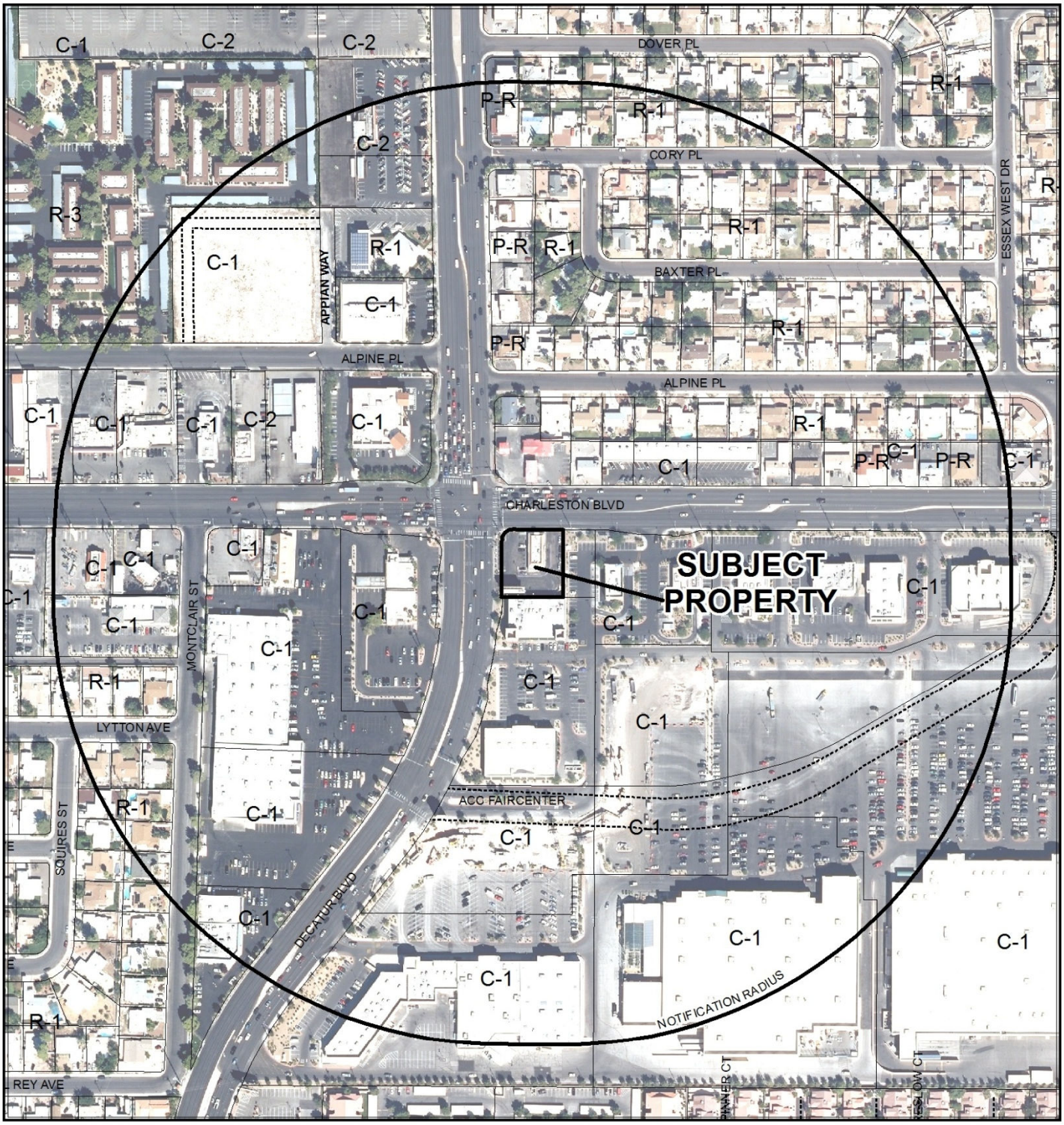
0 200 400 Feet

CASE: **VAR-51936 AND SDR-51784 (PRJ-50710)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **VAR-51936 AND SDR-51784 (PRJ-50710)**

0 200 400 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: STARBUCKS COFFEE COMPANY - OWNER: TEG CHARLESTON DECATUR, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-51936	Staff recommends APPROVAL, subject to conditions:	
SDR-51784	Staff recommends APPROVAL, subject to conditions:	VAR-51936

** CONDITIONS **

VAR-51936 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-51784) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-51784 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, date stamped 11/12/13 and the landscape plan, floor plan and building elevations, date stamped 10/24/13, except as amended by conditions herein.

3. A Waiver from Title 19.08.070 is hereby approved to allow a ten-foot landscape buffer along a portion of the north and west perimeters and a four-foot landscape buffer along the south perimeter.

4. A Waiver from Title 19.08.040 is hereby approved to allow the building orientation to be away from the street corner.

5. An Exception from Title 19.08.110(C)(12) is hereby approved to allow three shade trees in the parking lot where four are required.

6. An Exception from Title 19.08.040 is hereby approved to allow 14 perimeter landscape buffer trees where 21 are required.

7. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

12. In accordance with code requirements of Title 13.56, remove all substandard improvements adjacent to this site, if any, and replace with new improvements meeting Current City Standards concurrent with development of this site.

13. 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; the connecting sidewalk shall be terminated on site with a handicap ramp.

14. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this Site Plan Prior to submittal of construction drawings for this site.

15. Landscape and maintain all unimproved rights-of-way, if any, 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.

16. Obtain an Occupancy Permit from the Nevada Department of Transportation (NDOT) for all driveways or other private improvements, if any, in the Charleston Boulevard public right of way adjacent to this site prior to constructing any improvements within NDOT jurisdiction.

17. Submit an Encroachment Agreement for landscaping and private improvements, if any, in the Decatur Boulevard public right of way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right- of way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

18. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the installation of landscaping, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains a vacant 2,282 square-foot restaurant with a drive-through lane. The applicant is proposing to demolish the existing restaurant and construct a new 1,750 square-foot building to be used as a Restaurant with drive-through at 4717 West Charleston Boulevard. As proposed, the new building does not adhere to all requirements as established by Title 19. The required landscape buffers along the south perimeter and portions of the north and west perimeters are not being provided. In addition, landscape exceptions are needed in the landscape buffers and parking lot. Furthermore, the site does not provide adequate parking and is requesting an associated Variance (VAR-51936) to address the issue. The Department of Public Works required a 15-foot Right-of-Way dedication on Decatur Boulevard in 2007. The dedication allowed for a right turn lane for eastbound traffic on Charleston Boulevard. This required dedication resulted in site constraints that directly affect the ability of the project to meet Title 19 perimeter landscape and parking standards. As such, staff supports the waiver and exception requests, as well as the associated Variance (VAR-51936) request. If denied, the site would remain in its vacant and abandoned state.

ISSUES

- A Variance is needed to allow 15 parking spaces where 20 spaces are required, representing a 25% deviation from standard.
- A Waiver of Title 19.08 perimeter landscape requirements is needed to allow a four-foot buffer along the south property line where eight feet is required and a ten-foot buffer along portions of the north and west property lines where 15 feet is required.
- A Waiver of Title 19.08 building orientation standards is needed to allow the placement of the proposed 1,750 square-foot building to be located away from the street corner.
- An Exception of Title 19.08.110 is required to allow three parking lot trees in islands and at the ends of new parking rows where four are required.
- Exceptions of Title 19.08.040 is required to allow nine trees within the north, south and west perimeter landscape buffers where 16 trees are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/22/62	The Board of City Commissioners approved a Rezoning (Z-0075-62) from R-E (Residence Estates) to C-1 (Limited Commercial) of property generally located south of West Charleston Boulevard and west of Arville Street. Planning Commission recommended approval.

01/17/07	The City Council approved a Site Development Plan Review (SDR-17999) for a 2,227 square-foot restaurant with drive-through and a waiver to allow a zero-foot landscape buffer where 15 feet is required along public right of way on 0.52 acres at 4717 West Charleston Boulevard. Planning Commission and staff recommended approval.
01/17/07	The City Council approved a Variance (VAR-17998) to allow 15 parking spaces where 23 spaces are required for a restaurant with drive-through at 4717 West Charleston Boulevard. Planning Commission and staff recommended approval.
05/01/07	Document number 20070501:02407 was recorded to dedicate a portion of parcel 162-06-102-001 to right-of-way along Decatur Boulevard. The dedication resulted in a right turn lane along Decatur Boulevard at Charleston Boulevard.
03/04/09	The City Council approved an Extension of Time (EOT-33055) of a previously approved Site Development Plan Review (SDR-17999) for a 2,227 square-foot restaurant with drive-through and a waiver to allow a zero-foot landscape buffer where 15 feet is required along public right of way on 0.52 acres at 4717 West Charleston Boulevard. Staff recommended approval.
03/04/09	The City Council approved an Extension of Time (EOT-33054) of a previously approved Variance (VAR-17998) to allow 15 parking spaces where 23 spaces are required for a restaurant with drive-through at 4717 West Charleston Boulevard. Staff recommended approval.
12/10/13	The Planning Commission voted (6-0-1/TS) to recommend APPROVAL of VAR-51936 & SDR-51784 [PRJ-50710]. (PC Agenda Item 51-52/gk)

Most Recent Change of Ownership	
01/16/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/04/13	A code enforcement case (125568) was processed for graffiti at 4717 West Charleston Boulevard. The case was resolved on 04/01/13.

Pre-Application Meeting	
08/13/13	Submittal requirements for a Site Development Plan Review application were discussed with the representative. It was identified that waivers of the landscape buffer requirements would be necessary. The site plan did not illustrate a parking calculation but staff informed the representative that a separate Variance could be required if parking proved to be inadequate.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
10/31/13	The site contains an existing restaurant with a single drive-through lane that is not in operation. A chain link fence was observed surrounding the vacant building. The site abuts an existing shopping center separated by a five-foot block wall along the south and east property line.

Details of Application Request	
Site Area	
Gross Acres	0.47

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	MXU (Mixed Use)	C-1 (Limited Commercial)
North	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
East	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Financial Institution, Specified	MXU (Mixed Use)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
A-O (Airport Overlay) District (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	20,275 SF	N/A
Min. Lot Width	100 Feet	135 Feet	Y
Min. Setbacks			
• Front	10 Feet	48 Feet	Y
• Side	10 Feet	21 Feet	Y
• Corner	10 Feet	84 Feet	Y
• Rear	20 Feet	30 Feet	Y
Max. Lot Coverage	50 %	9 %	Y
Max. Building Height	N/A	19 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 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	5 Trees	3 Trees	N
• South	1 Tree / 30 Linear Feet	5 Trees	1 Trees	N
• East	1 Tree / 30 Linear Feet	5 Trees	5 Trees	Y
• West	1 Tree / 20 Linear Feet	6 Trees	5 Trees	N
TOTAL PERIMETER TREES		**21 Trees**	**14 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	4 Trees	3 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		10 Feet	N
• South	8 Feet		4 Feet	N
• East	8 Feet		8 Feet	Y
• West	15 Feet		10 Feet	N

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Planned Streets and Highways Map	100 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***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Restaurant	760 SF of public seating area + 990 SF of remaining GFA	1:50 of public seating area + 1:200 of remaining GFA	20				
TOTAL SPACES REQUIRED			20		15		N
Regular and Handicap Spaces Required			19	1	14	1	N
Loading Spaces	1,750 SF	Less than 10,000 SF	1		0		N
Percent Deviation			25%				

Waivers		
Requirement	***Request***	***Staff Recommendation***
8-foot perimeter landscape buffer along the south property line	4-foot buffer	Approval
15-foot perimeter landscape buffer along the north property line	10-foot buffer along a portion	Approval
15-foot perimeter landscape buffer along the west property line	10-foot buffer along a portion	Approval
Buildings on corner lots should be oriented towards the street corner and towards the street fronts	Building orientation away from the street corner	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
24-inch box shade trees in islands per six spaces and at the ends of each parking row (4 required)	3 Trees	Approval
24-inch box shade trees per 20 linear feet within the north landscape buffer (5 required)	3 Trees	Approval
24-inch box shade trees per 20 linear feet within the west landscape buffer (6 required)	5 Trees	Approval
24-inch box shade trees per 30 linear feet within the south landscape buffer (5 required)	1 Tree	Approval

ANALYSIS

The subject site contains a vacant 2,282 square-foot restaurant with drive-through lane. The applicant is proposing to demolish the existing restaurant and construct a new 1,750 square-foot building to be used as a Restaurant with drive-through at 4717 West Charleston Boulevard. The sites development is proposed within the context of a C-1 (Limited Commercial) zoned property along a well-established commercial corridor. The proposed restaurant use is appropriate for this site.

The proposed restaurant has a drive-through lane with stacking for nine vehicles. A small 383 square-foot outside patio is also provided for patrons to utilize in fair weather. The building elevations depict a one-story structure utilizing a variety of materials including stucco, concrete panels, and metal siding. The various materials and carefully designed variations, patterns, jogs, and offsets assist in dividing the building mass and create architectural character.

The placement of the building as proposed allows for the greatest amount of parking, but it also results in the need for a variance, four waivers, and four exceptions as shown in the tables above. The hardship in this case is the right-of-way expansion required by city staff in 2007. A 15-foot dedication was required by staff to provide a right turn lane along Decatur Boulevard. The dedication created a smaller lot and severely affected the ability of any future development to meet all Title 19 perimeter landscape and parking standards. The applicant has worked with city staff to meet as many requirements as possible. In addition, the applicant is proposing a bicycle rack in an effort to reduce auto dependency, lessen the impact of the requested parking variance, and allow for multiple modes of transportation. For these reasons, staff supports the waiver and exception requests, as well as the associated Variance (VAR-51936) request.

FINDINGS (VAR-51936)

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."

The applicant has provided evidence of a unique or extraordinary circumstance has been presented, in that in 2007, city staff required a 15-foot wide right-of-way to be dedicated for use as a right turn lane along Decatur Boulevard. The dedication of land severely inhibited the subject site from meeting all Title 19 requirements. As such, it is concluded that the applicant's hardship is not preferential in nature, and is thereby inside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-51784)

In order to approve a Site Development Plan Review 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 1,750 square-foot restaurant with drive-through use is compatible with the surrounding commercial uses. The intensity and design of this development will provide an additional dining option for the surrounding neighborhood.

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 does not meet typical landscaping and parking requirements as evidenced by the Variance, Waivers, and Exceptions associated with this project.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The primary access to the subject site is from Decatur Boulevard, a 120-foot wide Primary Arterial and Charleston Boulevard, a 100-foot wide Primary Arterial as designated by the Master Plan of Streets and Highways. Both access points serve as adequate to meet the traffic needs for this project.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials are appropriate for the area and for the City.

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, design characteristics and other architectural and aesthetic features are compatible with development in the area. The elevations provide a variety of patterns of visual interest.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed project will not impact public health, safety or general welfare as the site is subject to City inspections during construction, as well as routine business license inspections for any commercial activity.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 134 by the City Clerk

APPROVALS 2

PROTESTS 0

GK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

VAR-51936

Case Number: PRJ-50710 APN: 162-06-102-001

Name of Property Owner: TEG Charleston Decatur LLC

Name of Applicant: Starbucks Coffee Company

Name of Representative: TJ Kucewesky SCM Solutions, LLC

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Scott A. Gaccione (MANAGER)

Subscribed and sworn before me

This 21 day of October, 2013

T Carzoo

Notary Public in and for said County and State

State of NV
County of Clark

TRACI CARZOO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-08-15
Certificate No: 99-59468-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Starbucks Coffee

Project Address (Location) 4717 W. Charleston Blvd.

Project Name SBUX Charleston & Decatur SDR **Proposed Use** Coffee Shop

Assessor's Parcel #(s) 162-06-102-001 **Ward #** 1

General Plan: existing MXU proposed MXU **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 1,750 **Floor Area Ratio** .085

Gross Acres 20473.2 S.F. **Lots/Units** 1 **Density** 1 Unit

Additional Information Demolition and construction of new 1750 S.f. building

PROPERTY OWNER TEG Charleston Decatur LLC **Contact** Brendan Keating

Address 6018 S> Druango Drive Suite 110 **Phone:** 702-369-4300 **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address bkeating@teglv.com

APPLICANT Starbucks Coffee Comanpy **Contact**

Address 2401 Utah Ave South **Phone:** **Fax:**

City Seattle **State** WA **Zip** 98134

E-mail Address

REPRESENTATIVE SCM Solutions, LLC **Contact** TJ Kucewesky

Address 1281 E. Magnolia St. #186 **Phone:** 303-324-0318 **Fax:** 888-404-3391

City Fort Collins **State** CO **Zip** 80524

E-mail Address tj@scmsllc.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Scott A. Godino (MANAGER)

Subscribed and sworn before me

This 21 day of October, 2013.

_____

Notary Public in and for said County and State

State of NV County of Clark

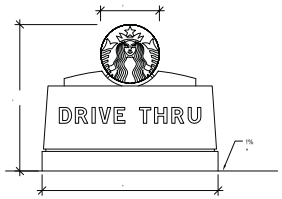
Revised 10/27/08

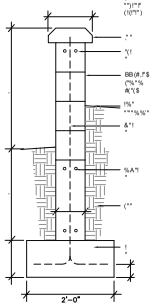
TRACI CARZOO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-08-15
Certificate No: 99-59468-1

FOR DEPARTMENT USE ONLY

Case #	VAR-51936
Meeting Date:	12/10/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.





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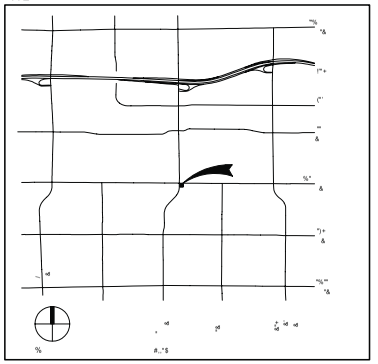
CHARLESTON BLVD

DECATUR BLVD

PORTION OF GOVERNMENT LOT 4, SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA
20,275 S.F.

A.P.N. 162-06-112-015
LOT 7 OF (R22)
(NOT A PART)

A.P.N. 162-06-112-015
PORTION OF LOT 4
OF (R22)
(NOT A PART)

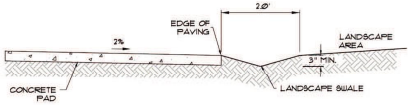


Sterling Design Associates, llc

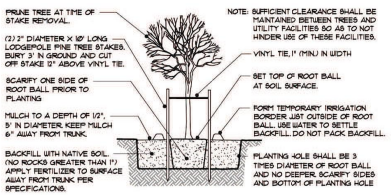
VAR-51936
SDR-51784
REVISED

STARBUCKS COFFEE COMPANY

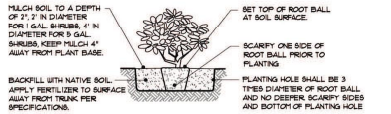
A PORTION OF GOVERNMENT LOT FOUR (4) IN SECTION 6,
TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M.,
CITY OF LAS VEGAS, CLARK COUNTY, STATE OF NEVADA - APN# 162-06-102-001
LANDSCAPE PLAN RENDERING



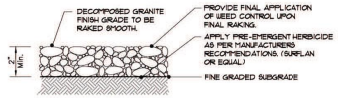
LANDSCAPE SWALE
NOT TO SCALE



TREE PLANTING AND STAKING (24"-36" BOX)



SHRUB PLANTING



DECOMPOSED GRANITE

LANDSCAPE NOTES

1. COORDINATION
THIS LANDSCAPE ARCHITECTURAL SITE PLAN IS TO BE USED IN CONJUNCTION WITH THE CIVIL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, STRUCTURAL AND IRRIGATION PLANS AND SPECIFICATIONS TO FORM COMPLETE INFORMATION REGARDING THIS SITE.

2. COMPLIANCE
CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES.

3. GUARANTEE
ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE, AT NO ADDITIONAL COST TO THE OWNER.

4. COMPLETION AND MAINTENANCE
A. FINAL ACCEPTANCE: WITHIN TEN DAYS OF CONTRACTOR'S NOTICE THAT THE ENTIRE PROJECT IS COMPLETE, THE L.A. SHALL REVIEW INSTALLATION. IF FINAL ACCEPTANCE IS NOT GIVEN, THE L.A. SHALL PREPARE A PUNCH LIST OF PENDING ITEMS. THE PUNCH LIST ITEMS SHALL BE COMPLETED BY THE CONTRACTOR WITHIN TEN CALENDER DAYS FROM DATE ISSUED. SUBSEQUENT REVIEW AND APPROVAL SHALL SIGNIFY ACCEPTANCE.
B. MAINTENANCE: ALL LANDSCAPING SHALL BE MAINTAINED FROM INSTALLATION TO FINAL ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING, ROLLING, REGRADING, REPLANTING, DISEASE AND INSECT PROTECTION.

5. SITE CONDITIONS
LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS ARE CORRECTED. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINISHED GRADES AND POSITIVE DRAINAGE IN LANDSCAPE AREAS.

6. DAMAGE AND CLEANING
A. CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED DUE TO THIS WORK AT NO ADDITIONAL COST TO THE OWNER.
B. CONTRACTOR SHALL CLEAN ALL AREAS DUE TO THIS WORK AND PROPERLY REMOVE ALL UNUSED MATERIALS FROM SITE.

7. RIGHT OF REJECTION
OWNER/LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY MATERIALS. CONTRACTOR SHALL PROVIDE SAMPLES, SPECS, AND OR TAGS FOR ALL MATERIALS.

8. SOIL PREPARATION
EXISTING SITE SOIL SHALL BE USED AS TOPSOIL UNLESS CONTAMINATED. REMOVE ALL SURFACE ROCKS OR SOIL CLODS OVER 1 INCH IN SIZE FROM THE SITE.

9. PLANTING (STAKE LOCATIONS FOR APPROVAL)
TREES AND SHRUBS SHALL BE PLANTED PER DETAILS. STAKE AND GUY TREES PER DETAILS. TREE AND SHRUB BED LOCATIONS SHALL BE APPROVED PRIOR TO PLANTING. BACKFILL WITH SITE SOIL. FERTILIZE WITH COMPRESSED AGRIFORM TABLETS. SOIL CONDITIONER SHALL BE PELLETIZED GYPSUM WITH IRON.
TREES PLANTED ADJACENT TO PEDESTRIAN WALKWAYS SHOULD HAVE A MIN. CANOPY HT. OF 6'-8".

10. DECOMPOSED GRANITE (SAMPLE REQUIRED)
ALL LANDSCAPE AREAS SHALL RECEIVE 2" LAYER OF 1/2" MINUS "DESERT GOLD" COLOR DECOMPOSED GRANITE. A PRE-EMERGENT HERBICIDE WITH A 6 MONTH RESIDUAL SHALL BE APPLIED PRIOR TO INSTALLING D.G. AND AT THE END OF THE MAINTENANCE PERIOD.

PLANT LIST

SYMBOL	COMMON/BOTANICAL NAME	SIZE	QUAN.
TREES			
	WEEPING ACACIA *Acacia pendula*	24" BOX STANDARD MIN. SPEC: 5'x2'-6"x1"	6
	CHINESE PISTACHE *Pistacia chinensis*	24"-36" BOX STANDARD MIN. SPEC: 1"x2'-6"x1"	7
	CHASTE TREE *Vitex agnus-castus*	24" BOX MULTI-TRUNK MIN. SPEC: 5'x2'-6"x1"	5
SHRUBS AND ACCENTS			
	RED BIRD OF PARADISE *Caesalpinia pulcherrima*	5 GAL. CAN FULL	5
	YELLOW BELLS *Tecoma stans*	5 GAL. CAN FULL	8
	GERMANDER *Teucrium chamaedrys*	5 GAL. CAN FULL	60
	DEER GRASS *Muhlenbergia rigens*	5 GAL. CAN FULL	82
	PINK LADY HAUTHORN *Raphiolepsis indica 'Pink Lady'*	5 GAL. CAN FULL	49
	GREEN SANTOLINA *Santolina virens*	5 GAL. CAN FULL	36
ACCENTS			
	OCTOPUS AGAVE *Agave vilmoriniana*	5 GAL. CAN FULL	5
	RED YUCCA *Hesperaloe parviflora*	5 GAL. CAN FULL	31
GROUNDCOVERS			
	DESERT CARPET ACACIA *Acacia redolens 'Desert Carpet'*	5 GAL. CAN FULL	14

PRELIMINARY
NOT FOR CONSTRUCTION

Sterling Design Associates, llc
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
2506 W. Main ST., #250, Littleton, CO 80120
303.794.4727 ph
303.734.8975 fx
www.SterlingDesignAssociates.com

JAMES CHADDICK & ASSOCIATES, LLC
LANDSCAPE ARCHITECTURE MASTER PLANNING
www.jcala.com
jameschaddick@gmail.com
Ph. 702-499-0752
Fx. 702-982-7906
7246 Laramie Avenue, B
Las Vegas, NV 89113-3095

REGISTERED LANDSCAPE ARCHITECT JAMES CHADDICK 751 Expires 06/30/14 STATE OF NEVADA

10-22-13

ISSUES & REVISIONS
NO.: 1 DATE: - BY: -
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DATE: 10/21/13
SCALE: AS NOTED
PROJECT MANAGER: JCC
PROJECT NO.: -
DRAWN BY: EDK
DRAWING FILE: -

PROJECT:
PROJECT NO. 01391-030

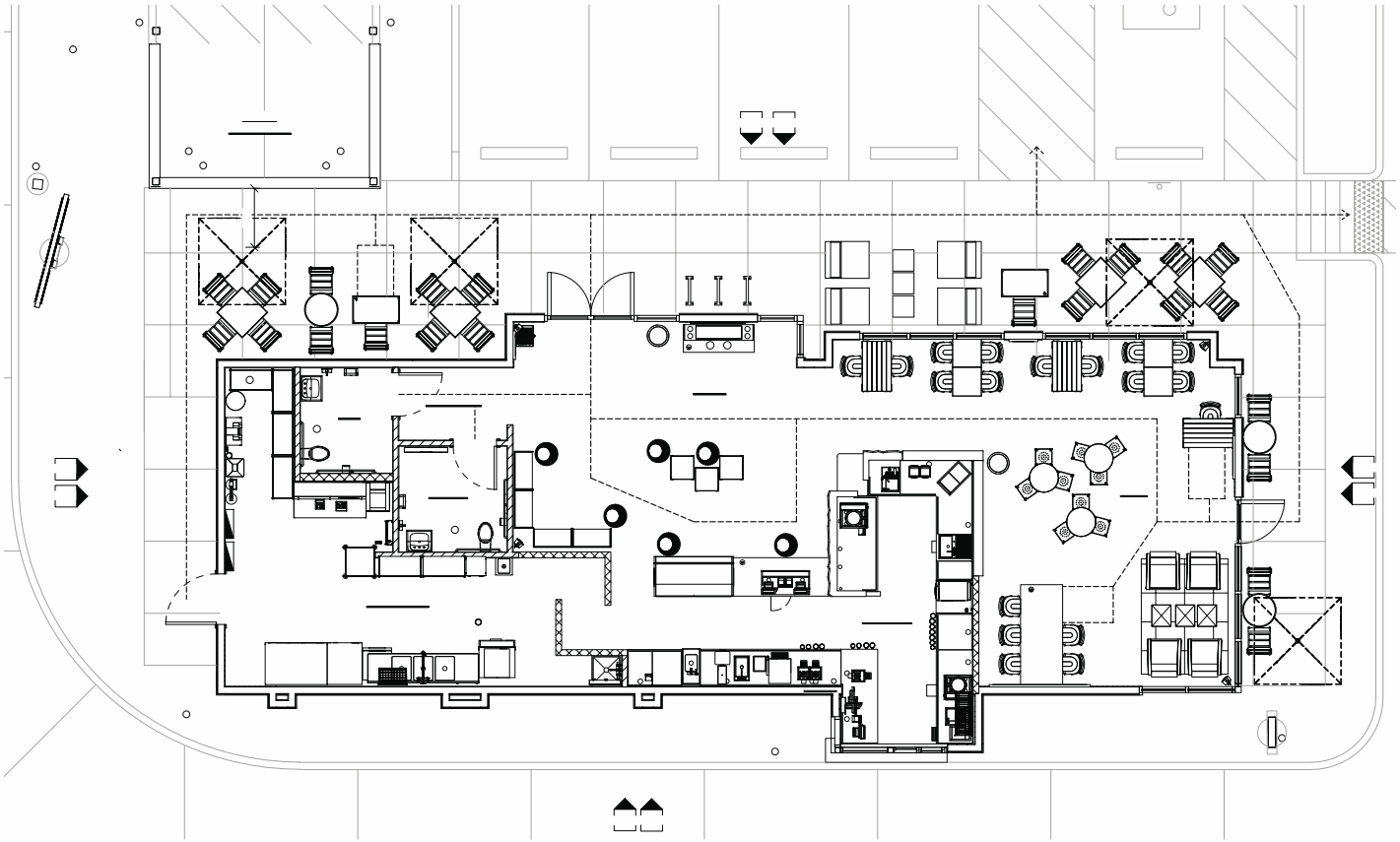
STARBUCKS COFFEE SHOP
4717 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

OWNER:
STARBUCKS COFFEE COMPANY
2401 UTAH AVENUE SOUTH
SEATTLE, WA 98134
(206) 318-1575

SHEET TITLE:
LANDSCAPE PLAN RENDERING

SHEET NUMBER:
SHEET 5 OF 10

VAR-51936
SDR-51784



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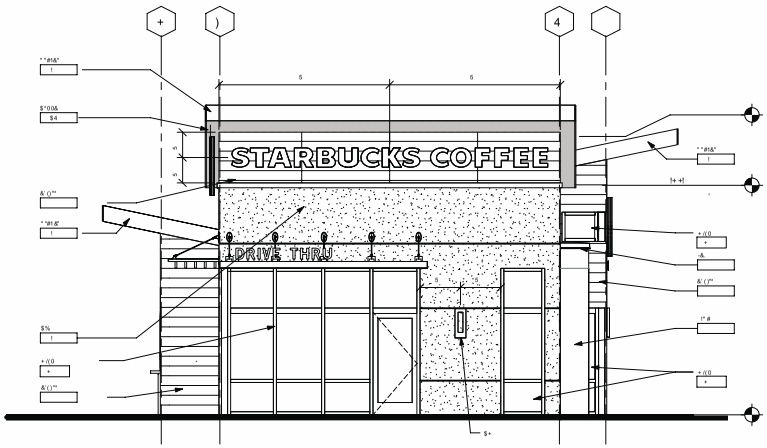

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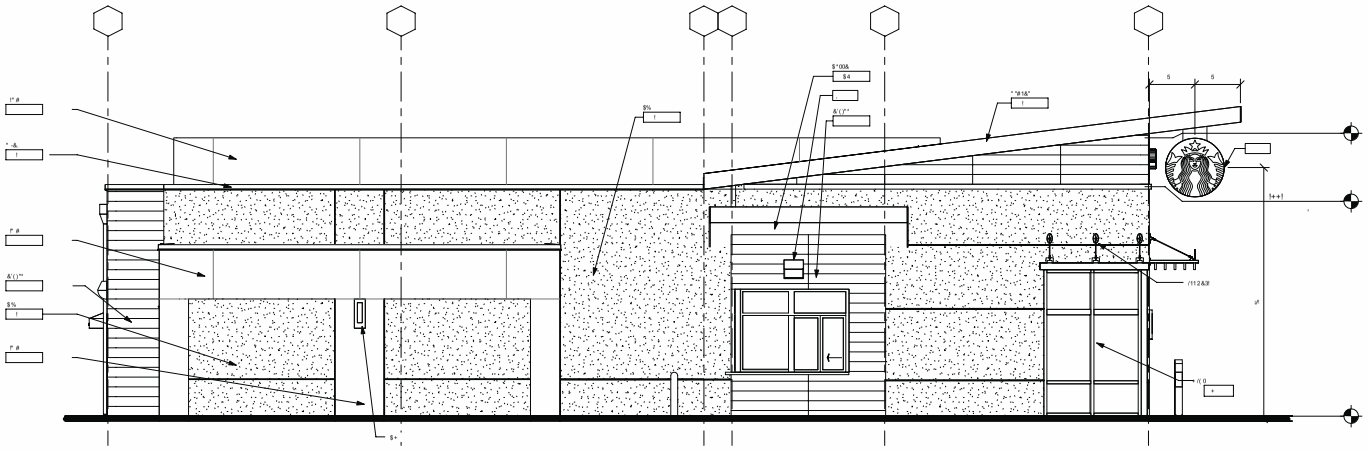

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VAR-51936
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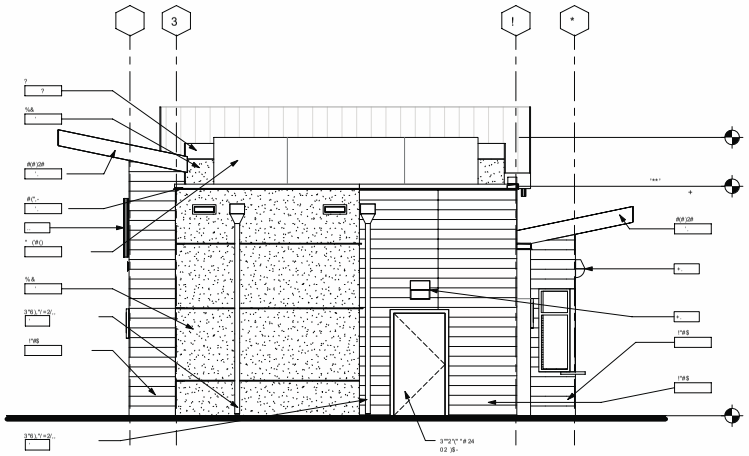

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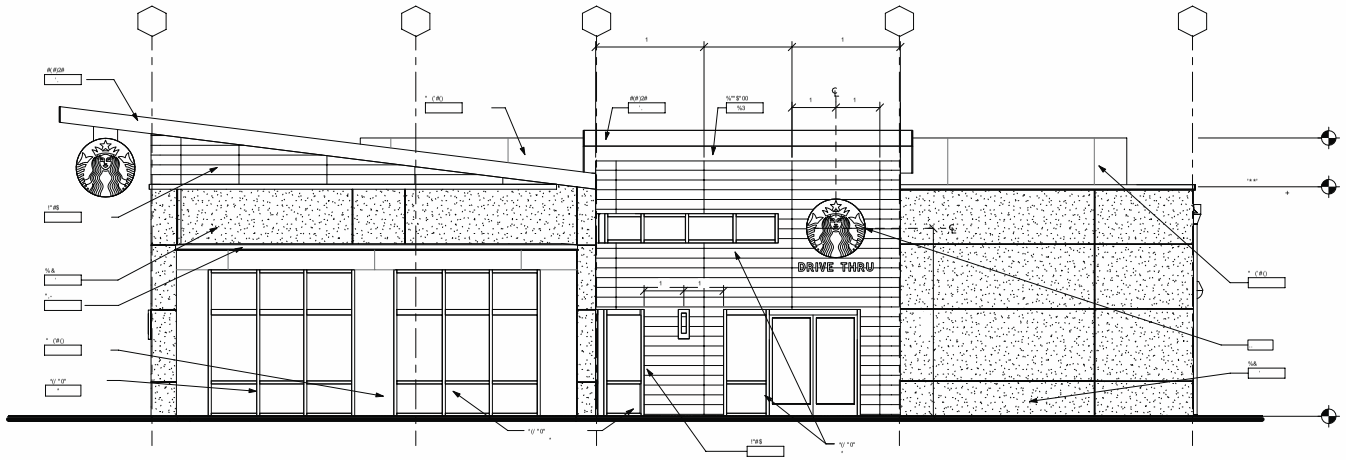

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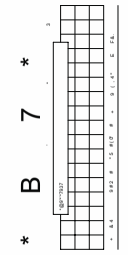

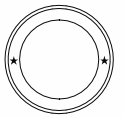

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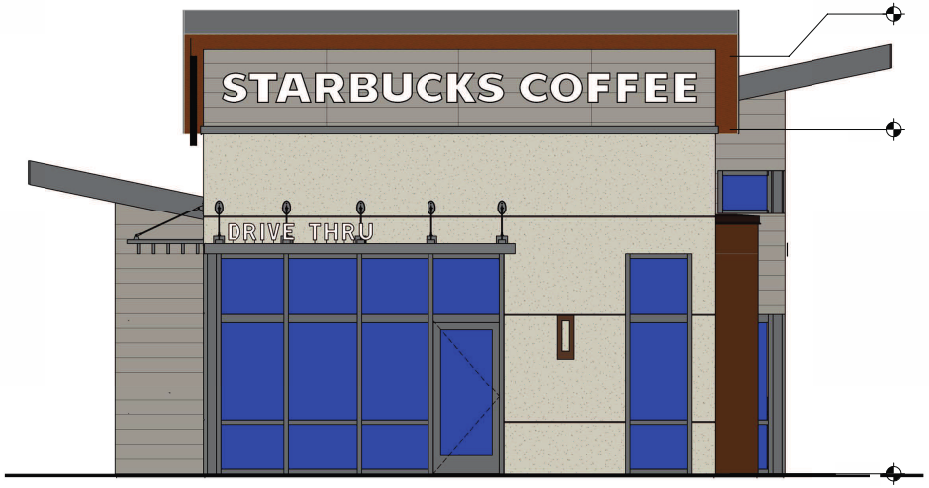

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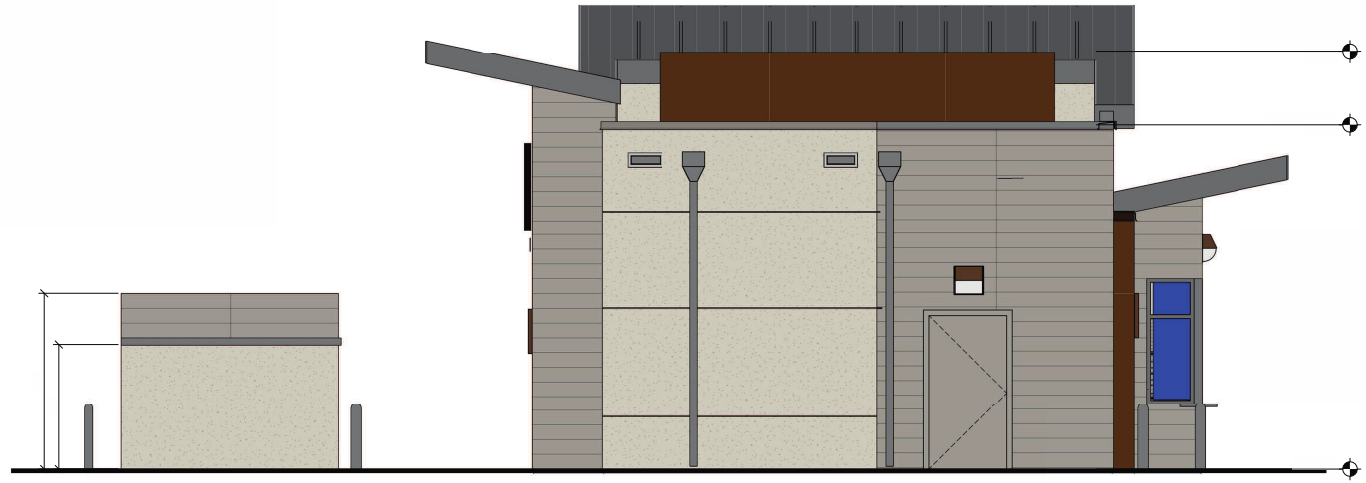

VAR-51936
SDR-51784

VAR-51936 & SDR-51784 - APPLICANT: STARBUCKS COFFEE COMPANY- OWNER: TEG CHARLESTON DECATUR, LLC
4717 WEST CHARLESTON BOULEVARD

10/31/13

VAR-51936 & SDR-51784 - APPLICANT: STARBUCKS COFFEE COMPANY- OWNER: TEG CHARLESTON DECATUR, LLC
4717 WEST CHARLESTON BOULEVARD

10/31/13

Sterling Design Associates, llc

Justification Letter

Date: 10.23.13

To: Greg Kapovich, Planner I
City of Las Vegas, NV

From: Jonathan Spencer, Sterling Design Associates, Agent for Applicant

RE: Proposed Starbucks Drive-Thru at 4717 W. Charleston Blvd.

Sterling Design Associates has prepared the Site Development Plan submittal for and on behalf of Starbucks Coffee Company. The plan involves the development of a Starbucks Drive-Through Café at 4717 Charleston W. Blvd. located at the southeast corner of W. Charleston Blvd. and S. Decatur Blvd.

It is the intent of Starbucks Coffee Company to redevelop the vacant restaurant site with a new 1,750 SF building with indoor and outdoor seating and drive-thru services. The lot contains approximately 0.47 acres with a FAR of 0.09. This lot is zoned C-1, Limited Commercial.

The **site** is currently a vacant drive-through restaurant. Adjacent land uses to the site consist of a strip mall to the south and east. The site plan provides stacking spaces for 8 cars and 15 parking spaces including one (1) van accessible space. An ADA accessible pedestrian connection is provided to W. Charleston Blvd. The design makes use of the existing site access drives on W. Charleston and S. Decatur and removes the right-in only access closest to the intersection on Charleston. All landscape areas will utilize xeric plantings to match the surrounding neighborhood character.

The **building** design utilizes a variety of materials including stucco, concrete panels, and metal siding. The different materials will add diversity, multiple textures and color changes to the modern looking building. The trash enclosure is made of colored CMU block with metal gates and a roof to complement the building.

The site's main **circulation** will come from north bound traffic from S. Decatur and east bound traffic from W. Charleston in the morning as commuters travel to work. As stated above, the design proposes reusing the existing access drives that allow right-in and right-out traffic only and closing the right-in only along Charleston.

During the pre-application meeting, staff pointed out that certain waivers would be necessary in order to re-develop the site as designed. All options have been explored in order to minimize

Jay M. Newell, PE
Wayne T. Sterling, RLA, LEED AP

2009 W. Littleton Blvd. #210
Littleton, CO 80120
303.794.4727 ph
www.SterlingDesignAssociates.com

PRJ-50710
10/24/13

VAR-51936 SDR-51784

the number waivers however, in order to re-develop this property certain waivers will be necessary. Starbucks is requesting the following waivers:

-A Building Location Waiver to locate the building as shown on the plans- *Per Title 19.08.040, buildings on corner lots should be oriented to the corner and to the street fronts.*
The building is located to face both streets. Locating the building itself on the corner does not allow for sufficient drive-through stacking, parking, and/or safe pedestrian and vehicular circulation.

-A Parking Waiver for reduction of required parking spaces- *Per the current parking standards for restaurant uses, 1 space per every 50 sf of public seating area and 1 space for every 200 sf of remaining gross floor area, the site requires 20 spaces.*
15 spaces have been provided. Due to setbacks and landscape island requirements, there is not sufficient room to provide additional spaces. Pedestrian access from the ROW and drive-through service options should help limit impacts from this shortage.

-A Landscape Buffer Waiver at the south property line- *Per the City Code, internal landscape setbacks should be 8 ft minimum.*
Since the pre-application meeting, changes were made to the site plan in order to meet the required minimum 15 ft street side setbacks along Charleston and Decatur and 8 ft internal landscape setback along the east property line. In doing this we are left with a 4 ft internal landscape setback along the south property line only.

-A Loading Zone Waiver- *Per the City Code, a 15 ft wide loading zone is required as close to the entry as possible.*
A 15 ft wide "no parking zone" has been provided in front of the trash enclosure however a depth of 25 ft is not possible due to other site constraints. Starbucks requires only limited loading services which can be coordinated with non-peak hours of operation.

Should you have any questions, please do not hesitate to contact me at (303) 794-4727 x.205. We look forward to your feedback and working with you to develop an exceptional project for Starbucks Coffee Company and the City of Las Vegas.

Sincerely,

Jonathan Spencer
On behalf of Sterling Design Associates, LLC

Jay M. Newell, PE
Wayne T. Sterling, RLA, LEED AP

2009 W. Littleton Blvd. #210
Littleton, CO 80120
303.794.4727 ph
www.SterlingDesignAssociates.com

PRJ-50710
10/24/13

VAR-51936 SDR-51784

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

ity of Las Vegas
)epartment of Planning
)evelopment Services Center
33 North Rancho Drive, 3rd Floor
.as Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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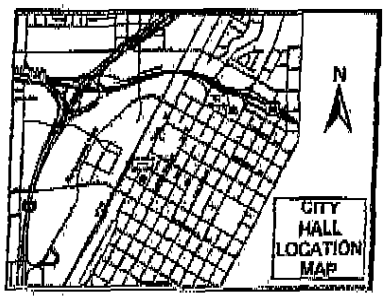
0004279218 NOV 27 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



you wish to file your protest or support on this request, check the propriate box below and return this card in an envelope with postage to the partment of Planning at the address listed above or fax this side of this card (702) 464-7499. If you would like to contact your Council Representative, ase call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

ase use available blank space on card for your comments.

AR-51936 & SDR-51784 [PRJ-50710]
nning Commission Meeting of **12/10/2013**

Case: VAR-51936
13636802005
824 SOUTH DECATUR L L C
2711 E SAHARA AVE
LAS VEGAS NV 89104-4119

27 JRDFNMF 89104

AGENDA ITEMS #51-52
SUPPORT

12/03/2013 12:38PM FAX 7022598005 QUEST-SRC CHIROPRACTIC 0001/0001

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
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MAILED FROM ZIPCODE 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-51936 & SDR-51784 [PRJ-50710]
Planning Commission Meeting of **12/10/2013**

Case: VAR-51936
13931410135
SALZANO FAMILY TRUST
SALZANO ENRIQUE R & CELIA F TRS
4608 GONZALES DR
LAS VEGAS NV 89130-5303

70 JRDFNNP 89130

agenda items #51-52
support

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

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

SUBJECT:
SDR-51784 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-51936 - PUBLIC HEARING - APPLICANT: STARBUCKS COFFEE COMPANY - OWNER: TEG CHARLESTON DECATUR, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 1,750 SQUARE-FOOT RESTAURANT WITH WAIVERS TO ALLOW TEN-FOOT LANDSCAPE BUFFERS ALONG A PORTION OF THE NORTH AND WEST PERIMETERS WHERE 15 FEET IS REQUIRED, A FOUR-FOOT LANDSCAPE BUFFER ALONG THE SOUTH PERIMETER WHERE EIGHT FEET IS REQUIRED, AND TO ALLOW A BUILDING ORIENTATION TO BE AWAY FROM THE STREET CORNER WHERE SUCH IS REQUIRED on 0.47 acres at 4717 West Charleston Boulevard (APN 162-06-102-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-50710]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-51784

Case Number: PRJ-50710 APN: 162-06-102-001

Name of Property Owner: TEG Charleston Decatur LLC

Name of Applicant: Starbucks Coffee Company

Name of Representative: TJ Kucewesky SCM Solutions, LLC

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Scott A. Gaetano (MANAGER)

Subscribed and sworn before me

This 21 day of October, 2013

_____

Notary Public in and for said County and State

State of NV
County of Clark

TRACI CARZOO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-08-15
Certificate No: 99-59468-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Starbucks Coffee

Project Address (Location) 4717 W. Charleston Blvd.

Project Name SBUX Charleston & Decatur SDR **Proposed Use** Coffee Shop

Assessor's Parcel #(s) 162-06-102-001 **Ward #** 1

General Plan: existing MXU proposed MXU **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 1,750 **Floor Area Ratio** .085

Gross Acres 20473.2 S.F. **Lots/Units** 1 **Density** 1 Unit

Additional Information Demolition and construction of new 1750 S.f. building

PROPERTY OWNER TEG Charleston Decatur LLC **Contact** Brendan Keating

Address 6018 S> Druango Drive Suite 110 **Phone:** 702-369-4300 **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address bkeating@teglv.com

APPLICANT Starbucks Coffee Comanpy **Contact**

Address 2401 Utah Ave South **Phone:** **Fax:**

City Seattle **State** WA **Zip** 98134

E-mail Address

REPRESENTATIVE SCM Solutions, LLC **Contact** TJ Kucewesky

Address 1281 E. Magnolia St. #186 **Phone:** 303-324-0318 **Fax:** 888-404-3391

City Fort Collins **State** CO **Zip** 80524

E-mail Address tj@scmsllc.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Scott A. Godino (MANAGER)

Subscribed and sworn before me

This 21 day of October, 2013.

_____

Notary Public in and for said County and State

State of NV County of Clark

TRACI CARZOO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-08-15
Certificate No: 99-59468-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-51784
Meeting Date:	12/10/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

SDR 51784
Starbucks

SEC Charleston Blvd. & Decatur Blvd.

Proposed 1.75 thousand square foot fast food restaurant.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	FAST-FOOD WITH DRIVE-THRU [1000 SF]	1.75	496.12	868
AM Peak Hour			49.35	86
PM Peak Hour			33.84	59

Existing traffic on all nearby streets:

Charleston Boulevard	
Average Daily Traffic (ADT)	37,863
PM Peak Hour (heaviest 60 minutes)	3,029

Decatur Boulevard	
Average Daily Traffic (ADT)	45,413
PM Peak Hour (heaviest 60 minutes)	3,633

	Adjacent Street ADT Capacity
Charleston Boulevard	51,800
Decatur Boulevard	51,800

This project is expected to add about 868 trips per day on Charleston Blvd. & Decatur Blvd. Currently, Charleston is at about 73 percent of capacity and Decatur is at about 88 percent of capacity. With this project, Charleston is expected to be at about 75 percent of capacity and Decatur is expected to be at about 89 percent of capacity.

Based on Peak Hour use, this project will add about 86 trips in the peak hour, or about three every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

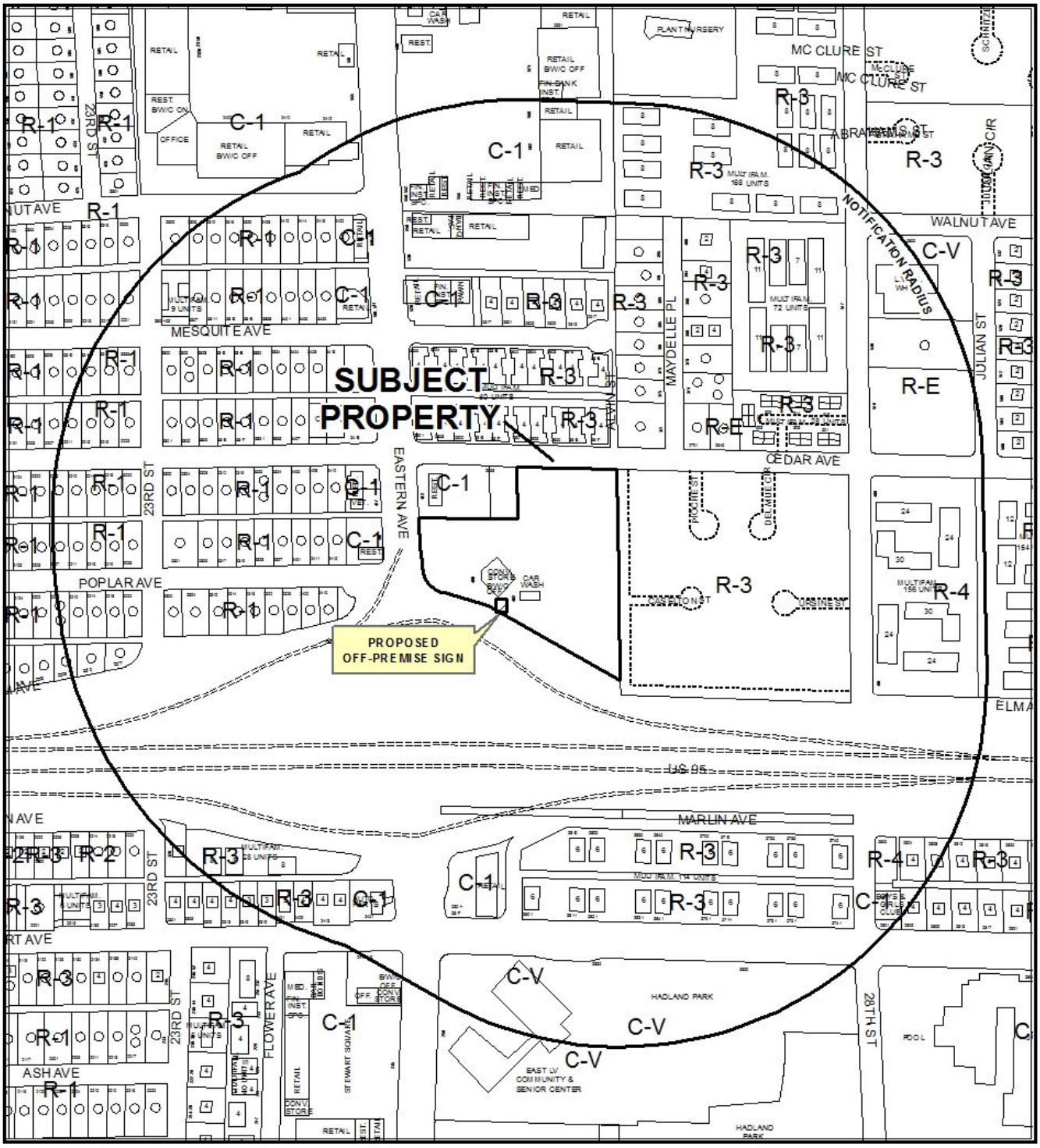
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-51693 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: EASTERN 95, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 400 North Eastern Avenue (APN 139-36-210-003), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-50730]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter



0 300 600 Feet

CASE: **SUP-51693 (PRJ-50730)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

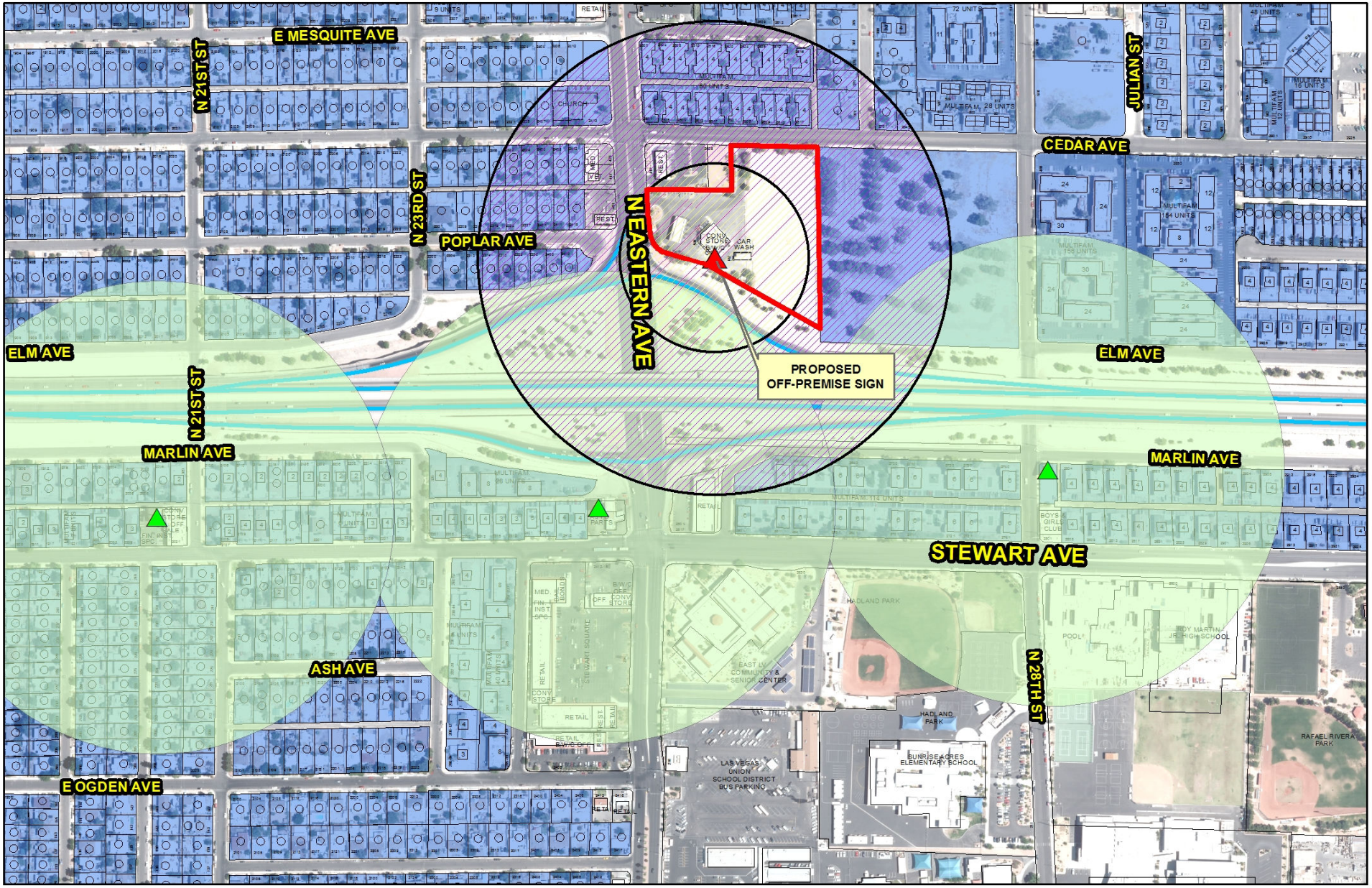
0 300 600 Feet

CASE: **SUP-51693 (PRJ-50730)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-51693 (PRJ-50730)

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County/North Las Vegas Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 300 Foot Buffer Around Proposed Billboard
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

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

Date: Monday, October 28, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: EASTERN 95, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-51693	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-51693 CONDITIONS

Planning

1. Conformance to all Off-Premise Sign use Minimum Requirements under LVMC Title 19.12.

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, as well as submitted as part of any business license application.

5. This Special Use Permit shall be reviewed in five (5) year(s), at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

6. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

7. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

8. Only one advertising sign is permitted per sign face.

9. Bird deterrent devices shall be installed on the sign.

10. 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 a Special Use Permit to install an Off-Premise Sign at 400 North Eastern Avenue. The applicant is proposing the sign to be 55 feet tall with a total sign area of 672 square feet. The proposal does not include an embellishment. The proposed sign meets all minimum code requirements, as such staff recommends approval. If denied, no Off-Premise Sign would be allowed on this site.

ISSUES

- A Special Use Permit is required for an Off-Premise Sign in the C-1 (Limited Commercial) zoning district. Staff supports this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/16/94	The City Council approved a Rezoning (Z-115-94) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) on property located along the north side of Oran K. Gragson Highway, approximately 490 feet east of Eastern Avenue. Planning Commission and staff recommended approval.
03/23/95	The Planning Commission approved a Plot Plan and Elevation Review [Z-115-94(1)] for a convenience store on property located along the north side of Oran K. Gragson Highway, approximately 490 feet east of Eastern Avenue. Staff recommended approval.
05/17/95	The City Council approved a Special Use Permit (U-42-95) for a 14-foot by 48-foot Off-Premise Sign on property located along the north side of Oran K. Gragson Highway, approximately 490 feet east of Eastern Avenue. The Board of Zoning Adjustment recommended denial. The entitlement expired in 2008.
09/06/95	The City Council approved a Review of Condition [U-42-95(1)] to modify condition #1 of U-42-95 from a required two year review to a five year review. The Board of Zoning Adjustment recommended approval.
05/24/99	The City Council approved a Special Use Permit (U-4-99) for a Service Station (Gasoline Sales) in conjunction with a proposed convenience store at 400 North Eastern Avenue. Planning Commission and staff recommended approval.

07/12/99	The City Council approved a Special Use Permit (U-63-99) for Restricted Gaming in conjunction with an existing convenience store at 400 North Eastern Avenue. Planning Commission and staff recommended approval.
01/19/00	The City Council approved a Special Use Permit (U-123-99) for a Beer/Wine/Cooler Off-Sale use in conjunction with an existing convenience store at 400 North Eastern Avenue. Planning Commission and staff recommended approval.
07/05/00	The City Council approved a five year Required Review [U-42-95(2)] of a previously approved Special Use Permit (U-42-95) for an Off-Premise Sign on property located along the north side of Oran K. Gragson Highway, approximately 490 feet east of Eastern Avenue. Planning Commission and staff recommended approval.
10/16/02	The City Council approved a two year Required Review [U-42-95(3)] of a previously approved Special Use Permit (U-42-95) for an Off-Premise Sign on property located along the north side of Oran K. Gragson Highway, approximately 490 feet east of Eastern Avenue. Planning Commission and staff recommended denial.
11/17/04	The City Council approved a two year Required Review (RQR-5164) of a previously approved Special Use Permit (U-42-95) which allowed a 50-foot tall, 14-foot by 48-foot Off-Premise Sign at 410 North Eastern Avenue. Planning Commission and staff recommended approval.
12/10/13	The Planning Commission voted (7-0) to recommend APPROVAL of SUP-51693 [PRJ-50730]. (PC Agenda Item 53/gk)

Most Recent Change of Ownership	
12/17/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/09/98	A building permit (322699) was issued for the completion of a general retail building at 400 North Eastern Boulevard. A final inspection was never conducted.
07/23/04	A code enforcement citation (18710) was issued for signage violations related to the existing convenience store. The citation was resolved on 09/29/04.
c.2007	No demolition permit was issued to remove the existing billboard. Last aerial photograph showing the billboard is dated 2007. Removal occurred between 2007 and 2008.

Pre-Application Meeting	
08/14/13	Staff met with the applicant's representative and reviewed the submittal requirements for Special Use Permit for a proposed Off-Premise Sign.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
10/31/13	Staff visited the site and found a well maintained property free of trash and debris.

Details of Application Request	
Site Area	
Gross Acres	4.65

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Multi-Family Residences	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	U.S. 95 Right-of-Way	U.S. 95 Right-of-Way	U.S. 95 Right-of-Way
East	Undeveloped	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Restaurant		R-1 (Single Family Residential)
	Single-Family Residence	L (Low Density Residential	

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standard	*Code Requirements*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within the public right-of-way.	The sign is not in the public right-of-way, nor is it in the Off-Premise Exclusionary Zone.	Y
Zoning	Off-Premise Signs are permitted in the C-1 (Limited Commercial) zoning district with approval of a Special Use Permit.	The sign is located in a C-1 (Limited Commercial) zoning district.	Y
Setback	Off-Premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway.	The base of the proposed sign is 34 feet from the property line. The face of the proposed sign is 10 feet from the property line.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The proposed sign is 672 square feet in size and does not have an embellishment.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to be 30 feet above an adjacent elevated freeway.	The sign will be located 30 feet above the adjacent freeway.	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Off-Premise Sign	At least 750 feet from another Off-Premise Sign along U.S. 95 or at least 300 feet to another Off-Premise Sign (if not along U.S. 95).	The sign is more than 3,100 feet from another Off-Premise Sign.	Y

Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" or "U" zoned districts.	The proposed location of the Off-Premise Sign is more than 300 feet from any property line zoned either "R" or "U".	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is proposed to be permanently attached to the ground and detached from any other structures.	Y

ANALYSIS

The Off-Premise Sign use is defined as "Off-premise signs are to be considered primarily a specific type of land use rather than as an incidental use to an existing land use. Off-premise signs generally produce revenue to the property owner(s) as a land use as compared to on premise signs which in themselves do not produce revenue but are incidental to revenue producing land use. However, because of the special characteristics of off-premise signs as compared to other types of land uses and structures, certain qualifications and requirements are set forth in connection with off-premise signs as a permitted use in certain zoning districts." The proposed use meets the definition, since the property owner will be obtaining revenue from the proposed signage.

The Minimum Special Use Permit Requirements for this use include:

1. No off-premise signs shall be erected in the public right-of-way.

   The proposed sign is not located in the public right-of-way.

2. No off-premise sign certificate of any kind shall be issued for an existing or proposed sign unless the sign is consistent with all requirements of this Title (including those protecting existing signs).

   The proposed sign meets all minimum requirements for an Off-Premise Sign.

3. Except as provided in Paragraph (12) below, off premise signs are permitted in the C-1, C-2, C-M, and M zoning districts only.

   The subject site is zoned C-1 (Limited Commercial) and allows Off-Premise Signs with the approval of a Special Use Permit.

4. No off-premise sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet. Any embellishment may include lettering, text, numerals or images, but only to the extent that such items do not exceed fifty percent of any linear side of the sign.

   The proposed sign is 672 square feet and does not include an embellishment.

5. Off-premise signs which are within 660 feet of the right-of-way and which can be read from Interstate 15, US 95 from the north city limits to the Oran K. Gragson Highway, the Organ K. Gragson Highway or Interstate 515 shall be no closer than 750 feet (measured along the highway frontage) to any other off-premise sign along the same frontage. Each side of the highway shall be considered a separate frontage. The sign and all other off-premise signs not oriented toward the same highway shall be no closer than 300 feet in any direction to any other off premise sign, wherever located, including an off premise sign that is situated outside the corporate boundaries of the City.

   The nearest Off-Premise Sign is located more than 3,100 feet to the east of the proposed sign.

6. Off-premise signs shall be no higher than 40 feet from grade at the point of construction, except that an off-premise sign within 60 feet of the right-of-way line of the street to which it is oriented which, at a height of 40 feet, will have a significant portion of its display surface obscured from view from the travel lanes of the street may be increased to a maximum of 55 feet when authorized by the City Council.

   The proposed sign is 55 feet in height and is adjacent to the U.S. 95 Freeway.

7. Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets, or highways.

   The proposed sign is 34 feet from the property line and is 180 feet from the nearest intersection.

8. No off-premise sign shall be allowed within 300 feet from the nearest property line of a lot in the "U" zoning district or any "R" zoning districts.

   The nearest "R" zoned property is located more than 300 feet to the east of the proposed sign.

The proposed Off-Premise sign is designed within all Title 19 code standards and is aesthetically pleasing and compatible with the area. For these reasons, staff recommends approval with conditions.

FINDINGS (SUP-51693)

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 Off-Premise Sign design and location meet all code requirements; therefore, the use will be harmonious and compatible with the area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The C-1 (Limited Commercial) zoned site is suitable for the proposed 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.**

   Site access is provided from Eastern Avenue, a 100-foot wide Primary Arterial street and Cedar Avenue, a 60-foot wide Frontage street. Both are adequate in size to accommodate the proposed Off-Premise Sign use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will be consistent with the objectives of the General Plan and all code requirements.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Off-Premise Sign use complies with all Title 19 requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 51

NOTICES MAILED 172 by the City Clerk

APPROVALS 0

PROTESTS 0

GK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-51693 APN: 139-36-210-003

Name of Property Owner: EASTERN 95 LLC

Name of Applicant: EASTERN 95 LLC

Name of Representative: Brown, Brown and Premsrirut

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: RAY KOROGHLI

Subscribed and sworn before me

This 11th day of October, 2013

_____

Notary Public in and for said County and State

CINDY L. LONG
Notary Public State of Nevada
No. 12-7312-1
My Appt. Exp. March 20, 2016

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit - Off Premise Advertising

Project Address (Location) 400 N Eastern Ave.

Project Name Eastern 95 LLC **Proposed Use**

Assessor's Parcel #(s) 139-36-210-003 **Ward #** 3 - Coffin

General Plan: existing proposed **Zoning:** existing C-1 proposed same

Commercial Square Footage **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information 672 SF Off Premise Advertising adjacent to I-95 freeway

PROPERTY OWNER Eastern 95 LLC **Contact** Ray Karoghli

Address 3055 Via Sarafina Dr **Phone:** **Fax:**

City Henderson **State** NV **Zip** 89052

E-mail Address koroghli@msn.com

APPLICANT Eastern 95 LLC **Contact** Ray Koroghli

Address 3055 Via Sarafina Dr **Phone:** (702) 260-2013 **Fax:** (702) 260-2091

City Henderson **State** NV **Zip** 89052

E-mail Address koroghli@msn.com

REPRESENTATIVE Brown, Brown & Premsrirut **Contact** Lora Dreja

Address 520 S. 4th Street **Phone:** (702) 384-5563 **Fax:** (702) 385-1023

City Las Vegas **State** NV **Zip** 89101

E-mail Address Lora@brownlawlv.com

Property Owner Signature* Ray Koroghli

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name RAY KOROGHLI

Subscribed and sworn before me

This 11th day of October, 2013.

Cindy L. Long

Notary Public in and for said County and State

CINDY L. LONG
Notary Public State of Nevada
No. 12-7312-1
My Appt. Exp. March 20, 2016

FOR DEPARTMENT USE ONLY

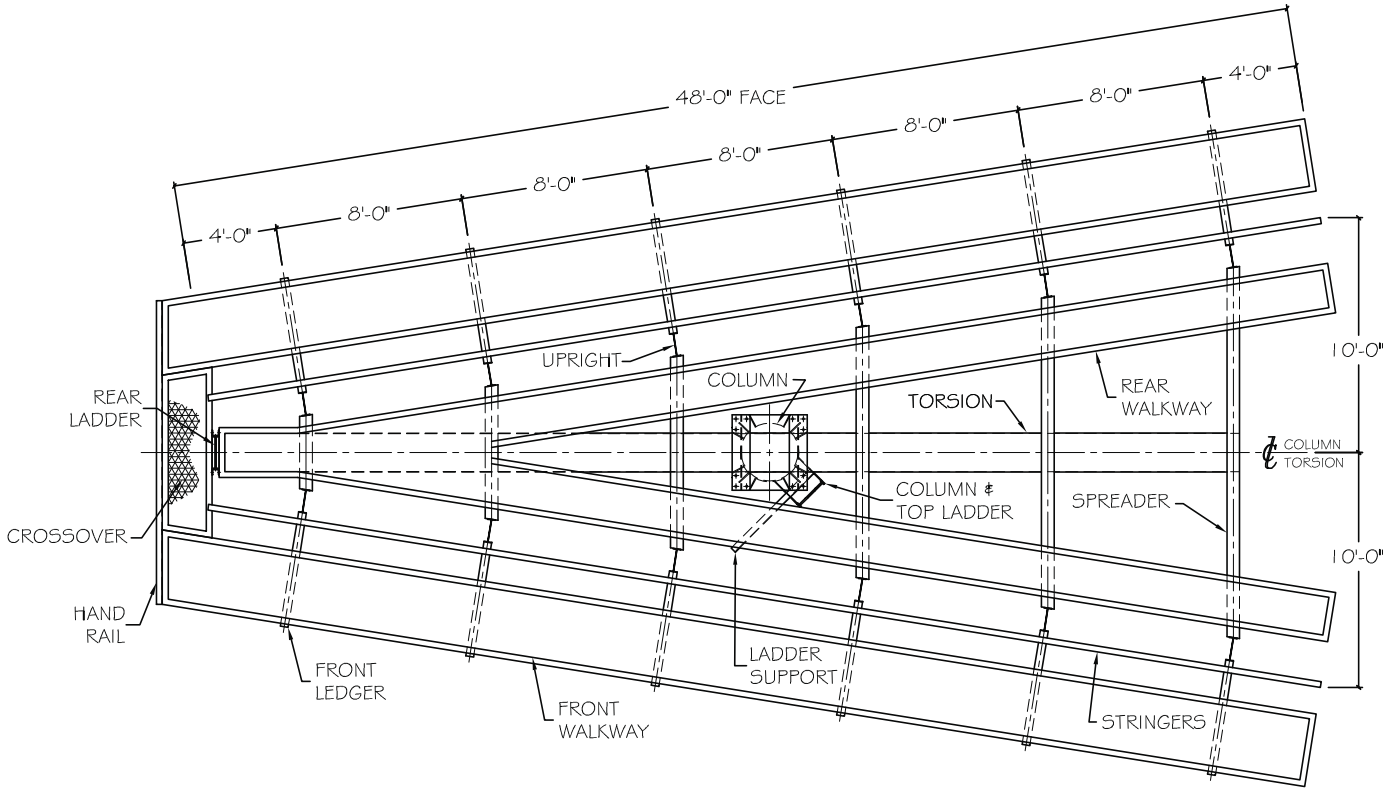
Case #	SUP-51693
Meeting Date:	12/10/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

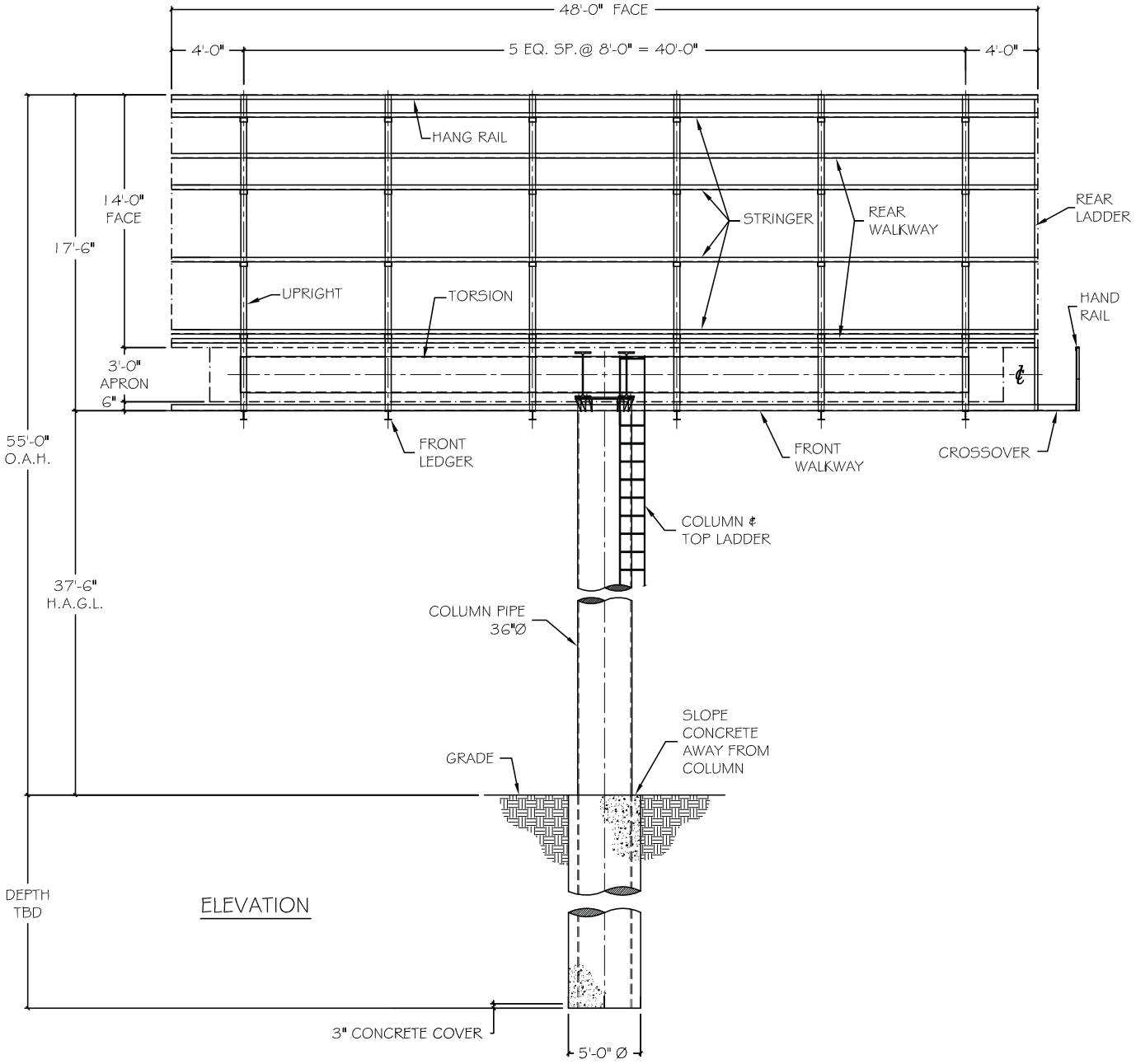
R zoned parcel
ALVIN ST
MAYDELLE PL
PT5
PT5
PT5
CEDAR AVE
RIOCHE ST
DELMUE CIR
N EASTERN AVE
hatched red area
meets 300' from
residential
R zoned parcel
ALVIN ST
sign base on concrete
34' from PL. face setback
10' from PL
CASELTON ST
ARTESIAN ACRES
SUP-51693
RAMP N US-23 EASTERN
PROPOSED BILLBOARD
PT2
7
5m



PLAN VIEW

CUSTOMER: FEDERAL HEATH SIGN CO.	14' x 48' SINGLE POST CENTERMOUNT DOUBLE FACE 20' V-BUILD LED READY
SIGN LOCATION: US-95 & EASTERN LAS VEGAS, NV	
RMG Outdoor Inc. 4425 North 24th Street, Suite 200 Phoenix, Arizona 85016 (602) 230-8634 Fax: (602) 230-9071	DR. RNV / CH. JSW
	DATE 08/01/13
JOB NO.	SHEET NO. 2 of 2

SUP-51693



CUSTOMER: FEDERAL HEATH SIGN CO.	14' x 48' SINGLE POST CENTERMOUNT DOUBLE FACE 20' V-BUILD LED READY
SIGN LOCATION: US-95 & EASTERN LASV VEGAS, NV	
RMG Outdoor Inc. 4425 North 24th Street, Suite 200 Phoenix, Arizona 85016 (602) 230-8634 Fax: (602) 230-9071	DR. RNV / CH. JSW
	DATE 08/01/13
JOB NO.	SHEET NO. 1 of 2

SUP-51693

SUP-51693 – APPLICANT/OWNER: EASTERN 95, LLC
400 NORTH EASTERN AVENUE

11/13/13

LAW OFFICE

Brown, Brown & Premsrirut

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

August 1, 2013

City of Las Vegas Planning and Zoning
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: Feasibility for off-premise advertising (LED billboard) on parcel 139-36-210-003

Dear Sir/Madam;

Please consider the feasibility of locating a billboard on the fueling station parcel located at 400 N Eastern Avenue. This parcel is located adjacent to an off ramp from US-95. The following sections of Title 19 were taken into consideration while evaluating this site.

1) 19.12.120 C.5. The sign shall be no closer than 750 to any other off premise sign on the same frontage. Each side of the highway shall be considered separate frontage. Exhibit 1 provided by the city indicates there are Billboards on the south side of this freeway. The only billboard shown on the north side of this portion of freeway appears to have been removed from this parcel circa summer 2007.
2) 19.12.120 C.5 The sign shall be no closer than 300 feet from any other off-premise sign. The location proposed for this sign can meet the 300 foot proximity requirement from the billboards on the south side of the freeway.
3) 19.16.110 E.2.d.This section of code implies that stealth wireless communication equipment is preferred over non-stealth wireless communication equipment.
4) 19.12.120 C.7. Signs within 150 feet of the ROW line of an elevated freeway may be erected 30 feet above the elevation of the freeway. The proposed height of this billboard will be measured 30 feet higher than the freeway to obtain the most efficient location of any cell antennas in the future.
5) 19.12.120 C.9. Setback is 10 feet from ROW. The location of the pole sign indicates that 10 feet setback from the ROW line can be met or exceeded. The site plan locates the sign at 10 feet from the property line to the nearest edge of the sign face.
6) 19.12.120 C.8.11 No off premise sign shall be allowed within 300 feet from a residential property line. The location of the base of the billboard was determined using a constraints map that too residential property lines of parcels located east, west and south of the subject parcel. This constraints map indicated that from the 4.65 acre parcel, less than ½ acre was suitable for a billboard.
7) 19.12.120. C.3.4. No off-premise sign shall have a surface area greater than 672 square feet. The proposed sign area is 672 square feet when both faces are included.

The location of the sign will not affect on-site circulation or parking count.

PRJ-50730
10/28/13

SUP-51693

LAW OFFICE
Jay H. Brown, Ltd.
A PROFESSIONAL CORPORATION

Please phone me if you have considerations or suggestions.

Very truly yours,

Lora Dreja
Land Entitlements
Law Offices of Jay Brown
(702) 598-1408

PRJ-50730
10/28/13

SUP-51693

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

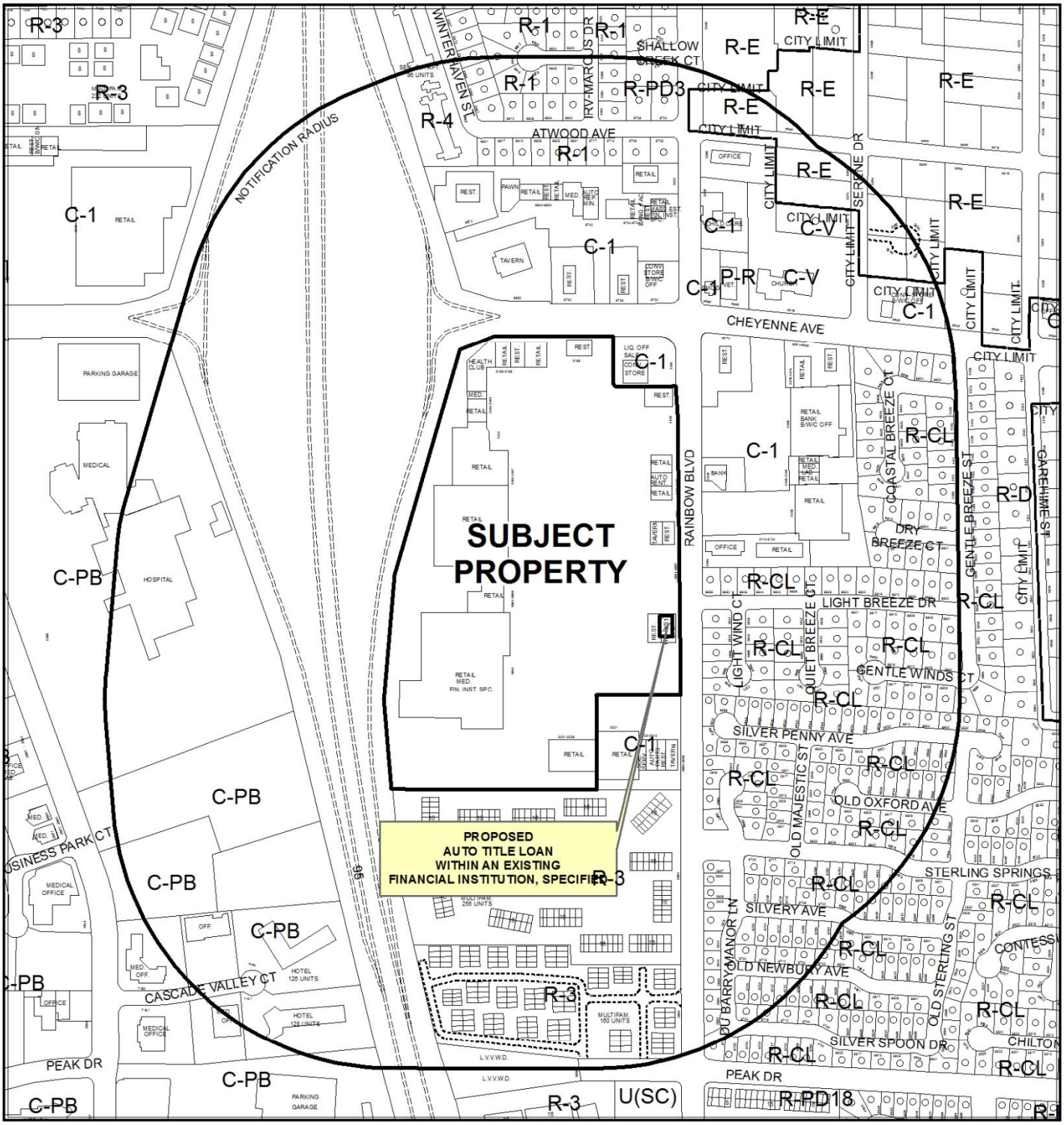
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-51776 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DOLLAR LOAN CENTER - OWNER: P K I CHEYENNE COMMONS, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN USE WITHIN AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL PROPERTY WHERE 200 FEET IS REQUIRED AND TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 3051 North Rainbow Boulevard (APN 138-15-502-006), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-51210]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

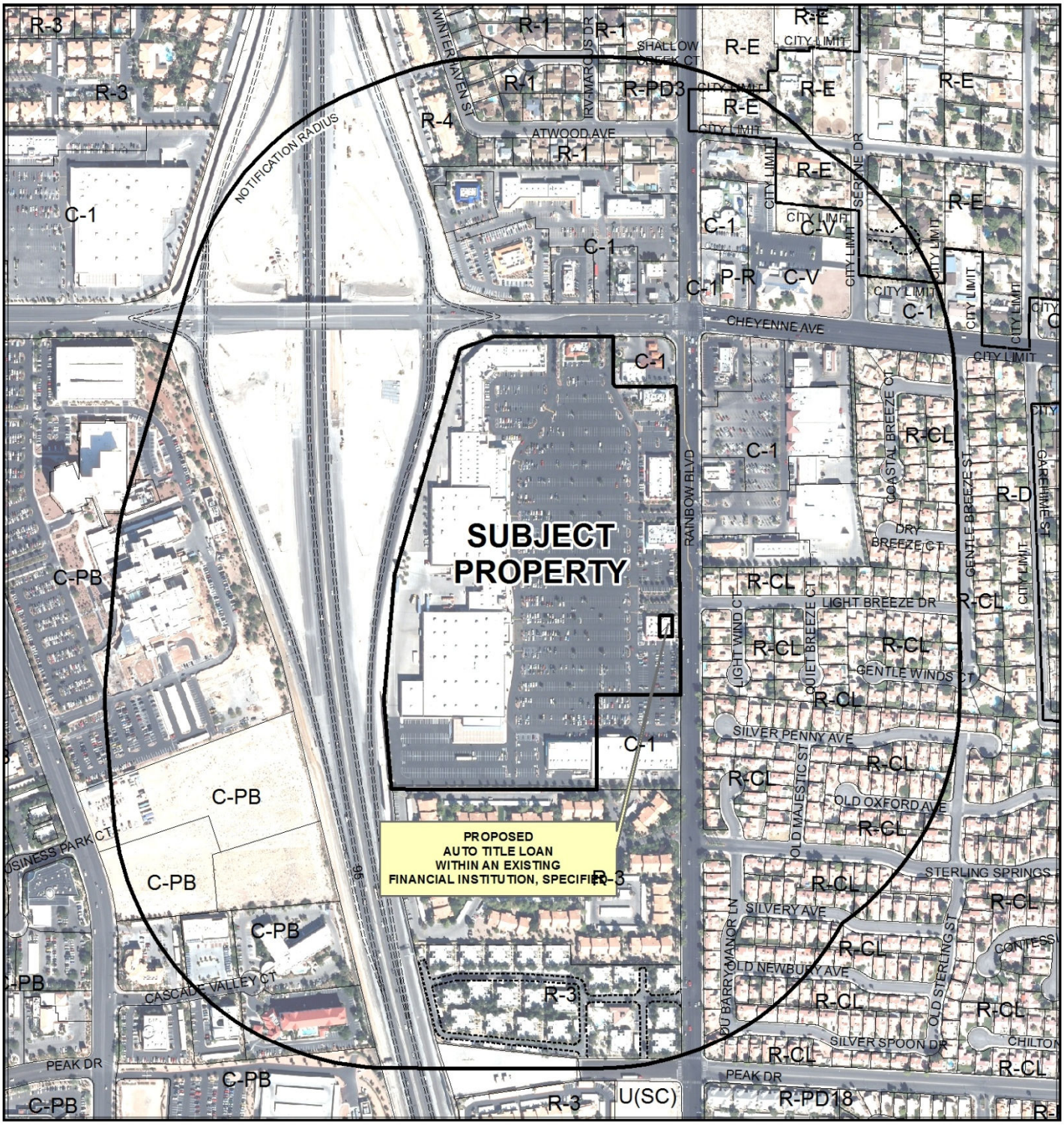
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Back up referenced from the December 10, 2013 Planning Commission Meeting



CASE: **SUP-51776 (PRJ-51210)**

RADIUS: 1000 FEET

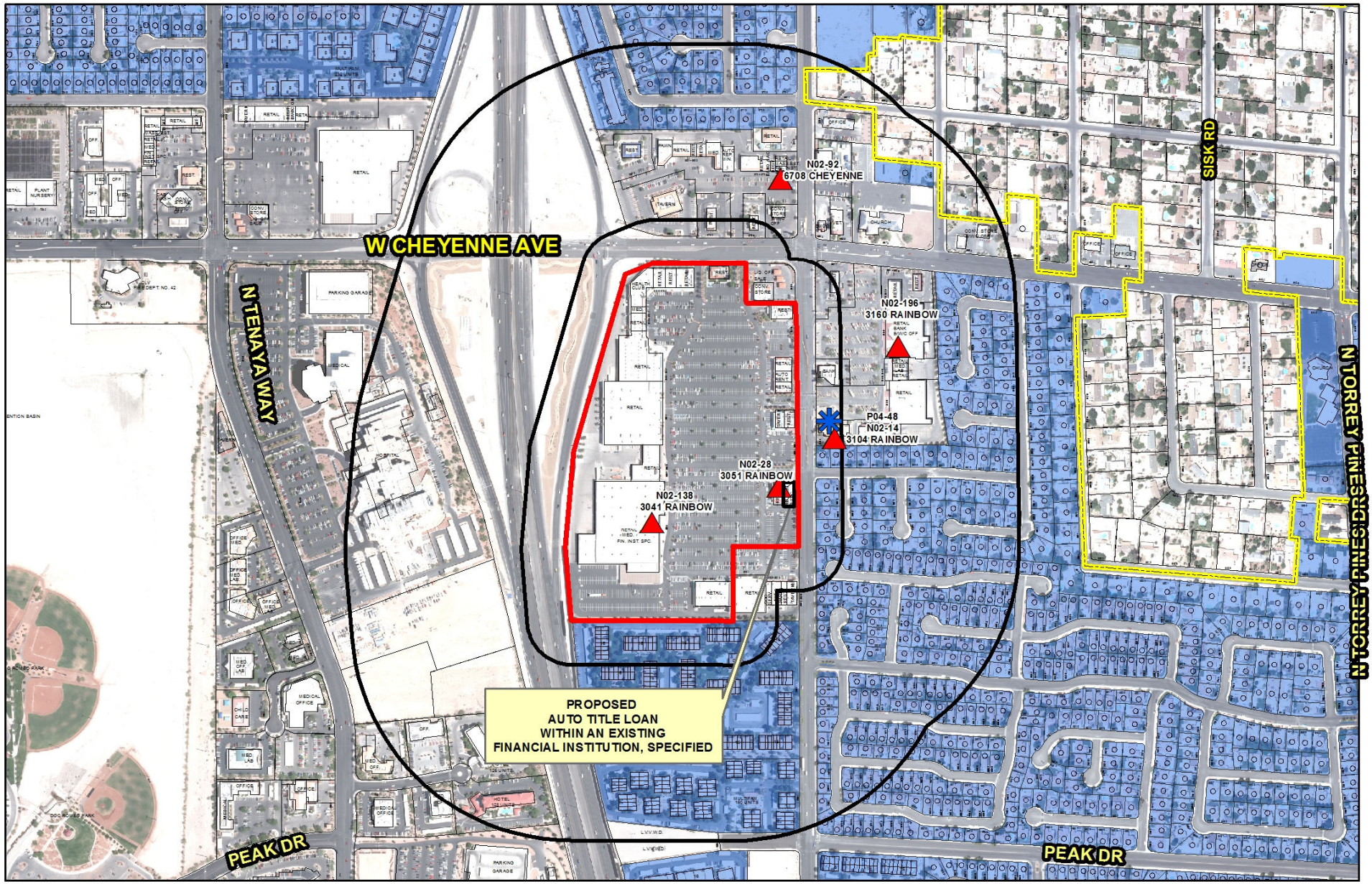
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **SUP-51776 (PRJ-51210)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-51776 (PRJ-51210)

Auto Title Loan

Business Licenses

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops

Protected Uses

- Residential Property

- Subject Property
- 200ft & 1000ft Buffer

N

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

Date: Wednesday, October 30, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DOLLAR LOAN CENTER - OWNER: P K I CHEYENNE COMMONS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-51776	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-51776 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Auto Title Loan use, except as amended herein.

2. All signage shall be permitted and meet minimum code requirements within 30 days of final approval.

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. A Waiver from Title 19.12 is hereby approved, to allow a zero-foot distance separation from a residential protected property where 200 feet is required and a zero-foot distance separation from similar use where 1,000 feet is required.

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, as well as submitted as part of any business license application.

7. 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 a Special Use Permit to allow an Auto Title Loan Use within an existing Financial Institution, Specified at 3051 North Rainbow Boulevard. This application is accompanied by two distance separation waiver requests. The first Waiver is to allow a zero-foot distance separation from a residential property, where a 200-foot distance separation is the minimum required by code and the second is to allow a zero-foot separation distance from a similar use, where 1,000 feet is the minimum required by code. Staff recommends approval of the requested Special Use Permit and accompanying Waivers, as the proposed Auto Title Loan use is similar in nature and intensity to the existing Financial Institution, Specified [Special Use Permit (SUP-6360)]; and therefore can be conducted in a manner that is harmonious and compatible with the surrounding land uses. If this application is denied, then the existing Financial Institution, Specified can continue to operate; however, no auto title loans may occur at this location.

ISSUES

- The Auto Title Loan Use is permitted in the C-1 (Limited Commercial) zoning district with approval of a Special Use Permit.
- A distance separation Waiver is required to allow zero feet from a residential property where 200 feet is the minimum required. Staff supports this distance separation waiver, as a similar waiver was approved in conjunction with Special Use Permit (SUP-6360).
- A distance separation Waiver is required to allow zero feet from a similar use where 1000 feet is the minimum required. Staff supports this distance separation waiver, as a similar waiver was approved in conjunction with Special Use Permit (SUP-6360).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/06/89	The City Council approved a Rezoning (Z-0114-89) request from N-U (Non-Urban) under Resolution of Intent to R-3 (Medium Density Residential) and C-1 (Limited Commercial) to C-1 (Limited Commercial) with the intended use of a Shopping Center. The Planning Commission recommended approval.
01/10/89	The Planning Commission approved a Plot Plan Review (Z-0144-89) request for a 404,566 square-foot Shopping Center on 36.00 acres.
06/15/05	The City Council approved a Special Use Permit (SUP-6360) request for a Financial Institution, Specified and waiver of distance separation at 3051 North Rainbow Boulevard. The Planning Commission recommended approval.
12/10/13	The Planning Commission voted (7-0) to recommend APPROVAL of SUP-51776 [PRJ-51210]. (PC Agenda Item 56/mr)

Most Recent Change of Ownership	
01/24/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/23/92	A building permit (#92168072) was issued for a shell building at 3049 North Rainbow Boulevard (pad 5). The permit was finalized on 11/23/92.
02/09/05	A building permit (#05001825) was issued for a tenant improvement and certificate of occupancy at 3051 North Rainbow Boulevard. The permit was finalized on 09/12/05.
09/10/09	A business license (N02-00028) was issued for a Non-Depositary Lender (Financial Institution, Specified) at 3051 North Rainbow Boulevard. The business license is still active.

Pre-Application Meeting	
09/12/13	A pre-application was held with the applicant to discuss the submittal requirements for an Auto Title Loan Use within the C-1 (Limited Commercial) zoning district.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/31/13	A field check was conducted of the property which revealed a clean well maintained property.

Details of Application Request	
Site Area	
Net Acres	32.53

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

South	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Highway	Right-of-Way	N/A

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (140 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

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	374,502 SF	1/250 SF	1,499				
TOTAL SPACES REQUIRED			1,499		2,379		Y
Regular and Handicap Spaces Required			1,474	25	2,332	47	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 200-foot minimum separation distance is required from any residentially zoned property.	To allow a zero-foot separation distance from a residentially zoned property.	Approval
A 1,000-foot minimum separation distance is required from any similar use	To allow a zero-foot separation from an existing Financial Institution, Specified.	Approval

MR

ANALYSIS

The Auto Title Loan use is defined by Title 19.18 as,

> "A business whose primary function is to lend money on security of the title to a motor vehicle rather than on the security of the vehicle itself."

The Minimum Special Use Permit Requirements for this use include:

*1. The use shall comply with all applicable requirements of LVMC Title 6.

The proposed use will meet this requirement, as this use will be subject to regular inspections through licensing review process.

*2. The building design and color scheme shall be subject to review by the Department to ensure that it will be harmonious and compatible with the surrounding area.

The proposed use meets this requirement as the use will be located in an existing Financial Institution, Specified and will continue to undergo continuous inspections through the licensing process.

3. No temporary signs (as described in LVMC 19.14.090) such as balloons, inflated devices, searchlights, pennants, portable billboards, portable signs, streamers, trucks parked for signage purposes, or other similar devices are permitted, except that banners announcing a "grand opening" or that a business is "coming soon may be approved administratively for a period not to exceed 30 days.

The proposed use will meet this requirement as this is an existing Financial Institution, Specified and any sign or temporary signs require a permit.

4. Windows shall not:

   a. Cover more than 20 percent of the area of all interior windows;
   b. Include flashing lights or neon lighting; or
   c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.

The proposed use meets this requirement, as this proposal is in an existing Financial Institution, Specified that meets current code and will continue to undergo continuous inspections through the licensing process.

5. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.

The proposed use meets this requirement per justification letter dated stamped 10/24/13 the hours of operation will be 9 a.m. to 7 p.m. Monday through Friday, 9 a.m. to 4 p.m. on Saturday and closed on Sunday.

6. The building or portion thereof that is dedicated to the use shall have a minimum size of 1,500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).

The proposed use meets this requirement, as the Auto Title Loan will operate within a 2.467 square-foot suite.

7. No auto title loan use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto title loan use may be located closer than 1,000 from any other auto title loan use, auto pawn use or specified financial institution use. For purposes of this Requirement 7, distances shall be measured in a straight line from property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

The proposed use does not meet this requirement, as the proposed site is located zero feet from a residentially zoned parcel and a zero feet from a similar use.

The proposed location of this use fails to comply with the minimum distance separation requirements from another Financial Institution, Specified and a residential zoned property however; all other minimum Special Use Permit requirements are met. This location has an existing Financial Institution, Specified that received approval of distance separation Waivers from a similar use and residential zoned property and conducts business in conformance with city and state licensing requirements. The Auto Tile Loan Use is a similar use; as such, staff supports the requested waivers, as the impact from the proposed use is negligible to the surrounding neighborhood and land uses. Staff recommends approval of this Special Use Permit.

FINDINGS (SUP-51776)

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 Auto Title Loan use is compatible within the SC (Service Commercial) General Plan land use designation and is located within an existing general retail building. The proposed use can be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The proposed development will be located within an established shopping center that has ample parking and adequate vehicular circulation for the proposed use. The site can physically support the Auto Title Loan use and a verity of other uses such as administrative offices and general retail uses.

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.

Primary site access is from Rainbow Boulevard, a Major Collector with a right-of-way 80 feet wide that has adequate capacity to serve 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 Auto Title Loan use will be subject to regular inspections by regulatory agencies for business licensing and will therefore not compromise the public's health, safety or general welfare, or the overall objectives of the General Plan.

5. The use meets all of the applicable conditions per Title 19.12.

The use does not comply with the minimum distance separation requirements from a residential zoned property or similar use as required by Title 19.12; however, staff supports the applicant's request for distance separation waivers, as similar waivers were approved under Special Use Permit (SUP-6360) and the proposed Auto Title Loan use will have a negligible impact on the surrounding area.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 423 by the City Clerk

APPROVALS 0

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-51776

Case Number: PRJ-51210 APN: 138-15-502-006

Name of Property Owner: PK 1 Cheyenne Commons LLC

Name of Applicant: Dollar Loan Center

Name of Representative: David Galyen

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: _____

Subscribed and sworn before me

See Attached.

This _____day of _____, 20_____

_____

Notary Public in and for said County and State

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3rd day of October, 2013, by Kevin Smith,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NICOLE ANN CLARK
Commission # 1965257
Notary Public - California
San Diego County
My Comm. Expires Jan 27, 2016

(Seal)

Signature

SUP-51776

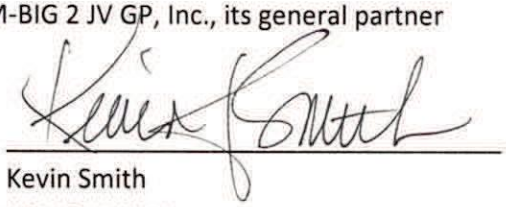
Signature of Property Owner:

PK I CHEYENNE COMMONS LLC

By: PK I Cheyenne Commons Holdco LLC, its sole member

By: KIM-BIG 2 JV LP, its sole member

By: KIM-BIG 2 JV GP, Inc., its general partner

By: 

Kevin Smith

Vice President

SUP-51776

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: PRJ-51210/Dollar Loan Center SUP

Project Address (Location) 3051 N. Rainbow Blvd. Las Vegas, NV 89108

Project Name Rainbow **Proposed Use** Financial/Auto title

Assessor's Parcel #(s) 138-15-502-006 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 2469 **Floor Area Ratio** _____

Gross Acres 32.53 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER PK I Cheyenne Commons LLC **Contact** Robert Rice

Address 3333 New Hyde Park Dr. **Phone:** (702) 258-4330 **Fax:** _____

City New Hyde Park **State** NY **Zip** 11042

E-mail Address _____

APPLICANT Dollar Loan Center **Contact** Dave Galyen

Address 8860 W. Sunset Rd. **Phone:** (702) 493-0978 **Fax:** (702) 631-5374

City Las Vegas **State** NV **Zip** 89148

E-mail Address dgalyen@dontbebroke.com

REPRESENTATIVE Dollar Loan Center **Contact** Dave Galyen

Address 8860 W. Sunset Rd. **Phone:** (702) 493-0978 **Fax:** (702) 631-5374

City Las Vegas **State** NV **Zip** 89148

E-mail Address dgalyen@dontbebroke.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

~~**Property Owner Signature***~~ _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me See Attached.

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-51776
Meeting Date:	12/10/13 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3rd day of October, 2013, by Kevin Smith,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NICOLE ANN CLARK
Commission # 1965257
Notary Public - California
San Diego County
My Comm. Expires Jan 27, 2015

(Seal) Signature

SUP-51776

Signature of Property Owner:

PK I CHEYENNE COMMONS LLC

By: PK I Cheyenne Commons Holdco LLC, its sole member

By: KIM-BIG 2 JV LP, its sole member

By: KIM-BIG 2 JV GP, Inc., its general partner

By: _____

Kevin Smith

Vice President

SUP-51776

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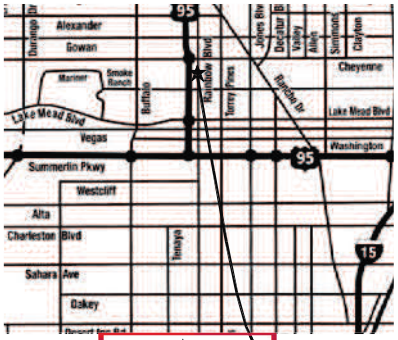

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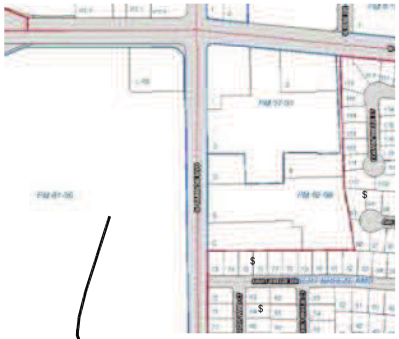

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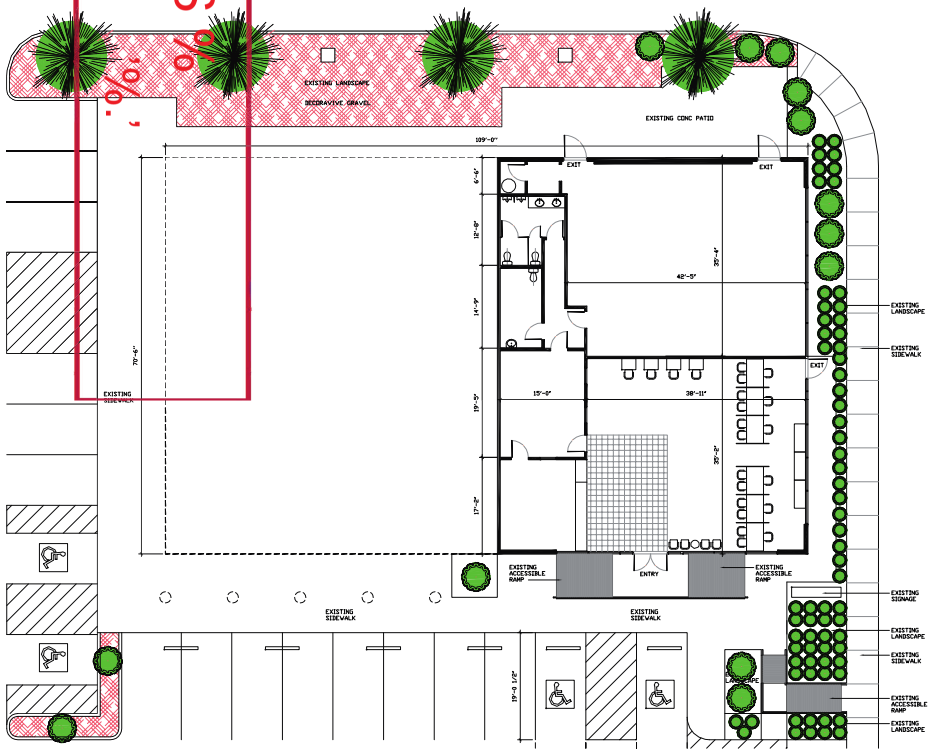

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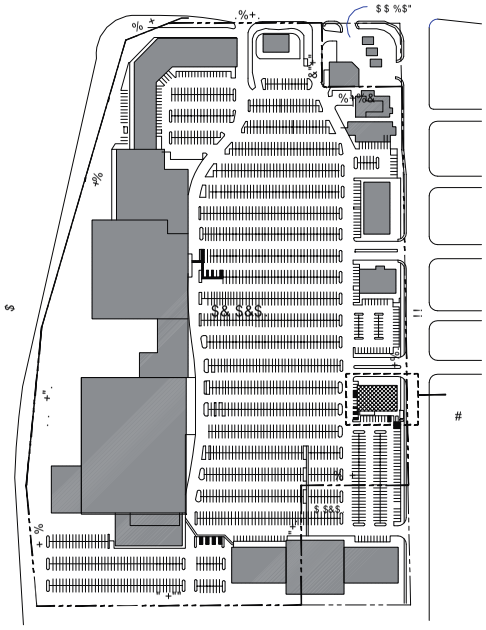

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Copyright © 2015 Kenneth Chow

KENNETH CHOW ARCHITECT

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SUP-51776

SUP-51776 - APPLICANT: DOLLAR LOAN CENTER - OWNER: P K I CHEYENNE COMMONS, LLC
3051 NORTH RAINBOW BOULEVARD

10/31/13

DOLLAR LOAN CENTER
dontbebroke.com

September 19, 2013

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter for Dollar Loan Center to amend our current SUP at 3051 N. Rainbow Blvd. Las Vegas, NV 89108

Dear City of Las Vegas Department of Planning Representative,

Dollar Loan Center seeks to change the current SUP for 3051 N. Rainbow Blvd. in order to add Auto Title loan services to our company profile. There will be no vehicle storage at this property and vehicles are not kept as collateral. We are proud of our long standing history of doing business in the City of Las Vegas along with helping to bring jobs and revenue to the City and its residents. Dollar Loan Center also has a proven track record as an excellent community partner throughout Southern Nevada. We routinely provide financial support to several community charities with notable emphasis on the annual support of local efforts by Opportunity Village and the Henderson Little League.

In addition to being a strong community partner, Dollar Loan Center has taken great pride in being a first-rate employer for over 13 years in the Las Vegas area. We were most recently acknowledged by Vegas, Inc. in their 2012 edition of Southern Nevada's "Best Places to Work" as one of the top 3 "Best Places to Work" in Southern Nevada. More important than being acknowledged, we believe being a good employer is just the right thing to do and you can be assured that Dollar Loan Center will provide City of Las Vegas residents a great place to work.

Property Specifics

- Property Address: 3051 N. Rainbow Blvd.
- Current Zoning of property falls under the C-1 (Limited Commercial District) zoning code.
- Square Footage of the suite is 2,469 square feet.
- Basic Description: Property has been used by Dollar Loan Center since 03-01-2005.
- This property does not meet distance requirements for Residential separation and will need a waiver.
- This location currently conducts business with 9 employees and continues to grow.
- Hours of operation are Mon – Fri 9am to 7pm, Sat 9am to 4pm and closed Sundays.
- Dollar Loan Center currently has 4 locations licensed by the City of Las Vegas.
    - 6122 W. Sahara Ave. Lic# N02-00003-I-097163
    - 280 S. Decatur Blvd. Lic# N02-00004-I-136684
    - 625 N. Lamb Blvd. Lic# N02-00020-K-145326
    - 3051 N. Rainbow Blvd. Lic# N02-00028-I-089175
- Dollar Loan Center currently has a state license for the location and will be approved to do Auto Title loans under NRS604A once the City of Las Vegas approves the change.

PRJ-51210
10/24/13

SUP-51776

Justification for waiver of residential distance requirements

The proposed location is in an established commercial shopping center zoned as C-1. Directly to the South of the location at 0' separation is an established apartment community; this does not meet the 200' distance separation. The community existed during the initial approval to conduct business.

The current location is currently located 0' from a like company and does not meet the 1000' distance separation requirement. A waiver will be required to obtain the SUP.

We do not feel the addition of Auto Title loans to our existing location will have a negative impact to the surrounding area. This will allow Dollar Loan Center to create more jobs in the area and help to provide a service to the community.

Anticipated Impact on Traffic Conditions, Surrounding Neighborhood, and General Public

Our customers will park, enter our store, make their transaction and depart. The impact on traffic will not cause a significant change to the current daily activity.

Our stores are clean and professional in appearance and great emphasis is placed on customer service and staff professionalism. Dollar Loan Centers are similar in product to a CitiFinancial and are often described by our customers as a "mini Wells Fargo." The hours of operation will stay within the city regulated times. Based on our hours, clientele, and the services and consumer choice we provide, we anticipate only positive benefits to the surrounding neighborhood. As a matter of providing additional clarity into our product we find it important to communicate that Dollar Loan Center does not engage in check cashing, payday lending, pawn services, or Western Union money transfers. Our rates are well below that of a payday lender and most often less than half. Dollar Loan Center offers an important consumer value and choice in the financial services sector.

Anticipated time table for all construction and improvements

There will be no need for any construction on this property with the addition of Auto Title loan services.

Thank you in advance for taking time to review our request and we look forward to working with the City. Dollar Loan Center always looks forward to bringing new jobs and financial services to Las Vegas.

Sincerely,

Dave Galyen
National Director of Facilities Technology, and Security

PRJ-51210
10/24/13

SUP-51776

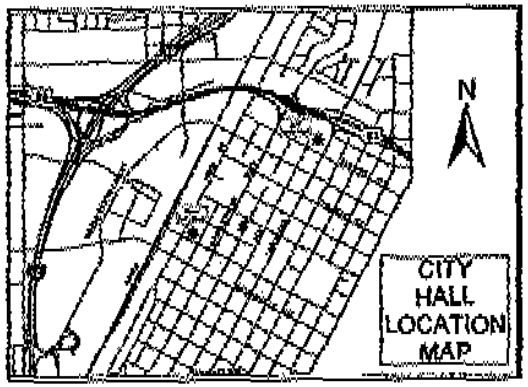
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 NOV 27 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above or fax this side of this card to (702) 464-7499. 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-51776 [PRJ-51210]

Planning Commission Meeting of **12/10/2013**

Case: SUP-51776

13811405001
ELLYIN FRANCIS & MADLIN
4913 ROBINSON RIDGE DR
LAS VEGAS NV 89117

8913

AGENDA ITEM #56 PROTEST

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JANUARY 22, 2014

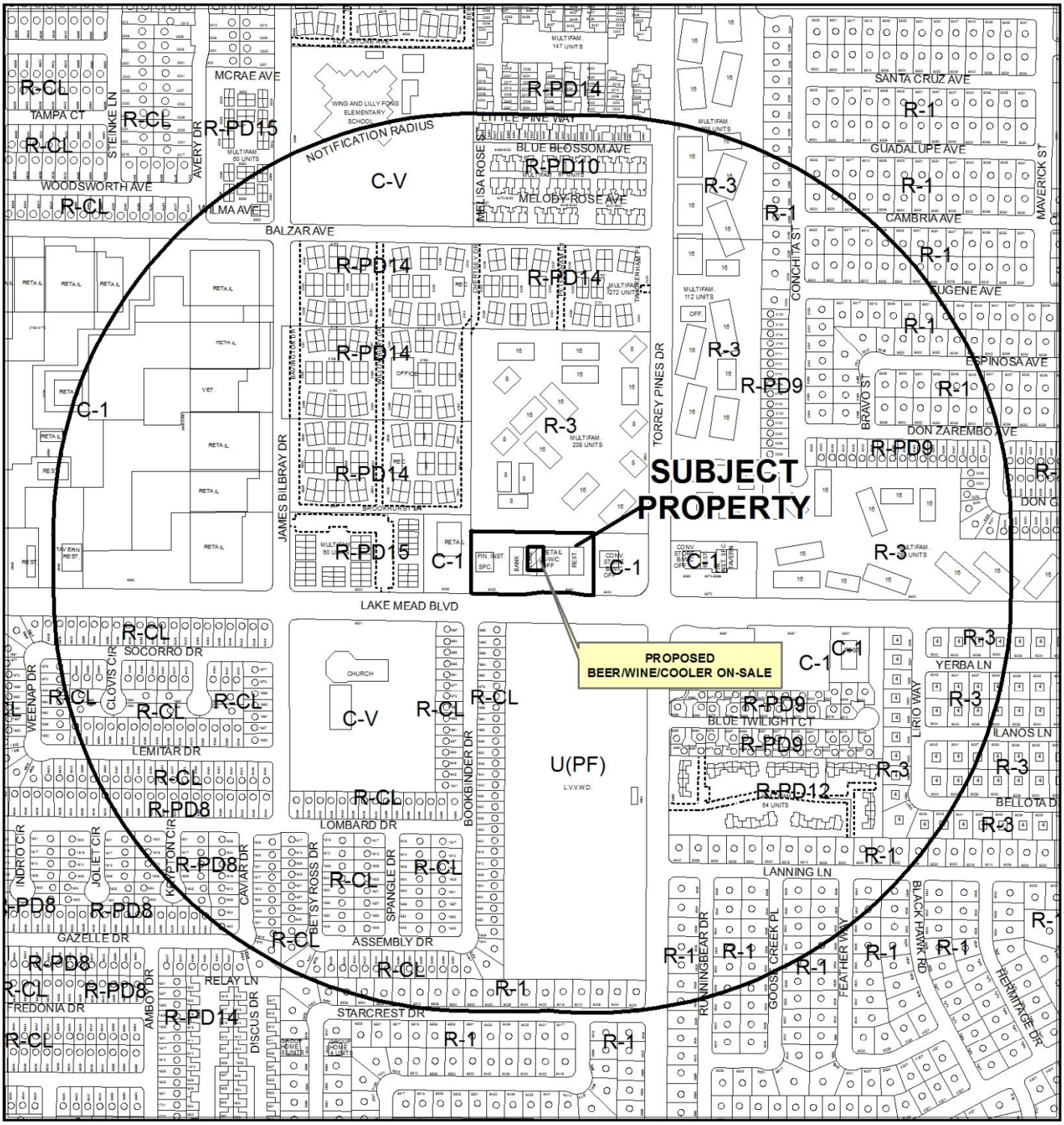
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-51794 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FELIPE'S TACOS #2 - OWNER: MARTINEZ 2008 REVOCABLE TRUST - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,800 SQUARE-FOOT BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT WITH A WAIVER TO ALLOW A 160-FOOT DISTANCE SEPARATION FROM A HOUSE OF WORSHIP WHERE 400 FEET IS REQUIRED at 6450 West Lake Mead Boulevard, Suite #110 (APN 138-23-201-008), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

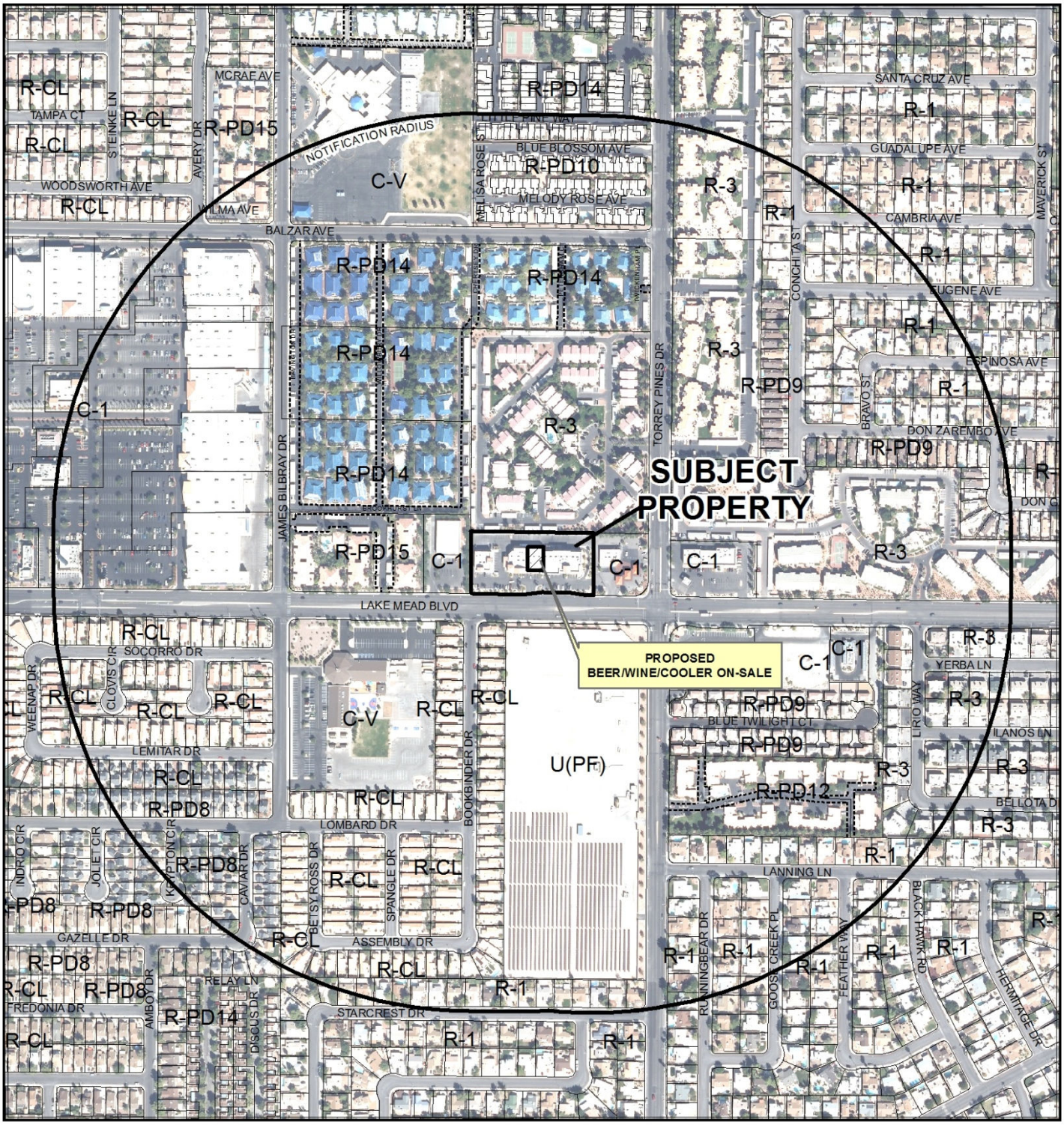
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Back up referenced from the December 10, 2013 Planning Commission meeting



CASE: **SUP-51794**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 400 800 Feet

CASE: **SUP-51794**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

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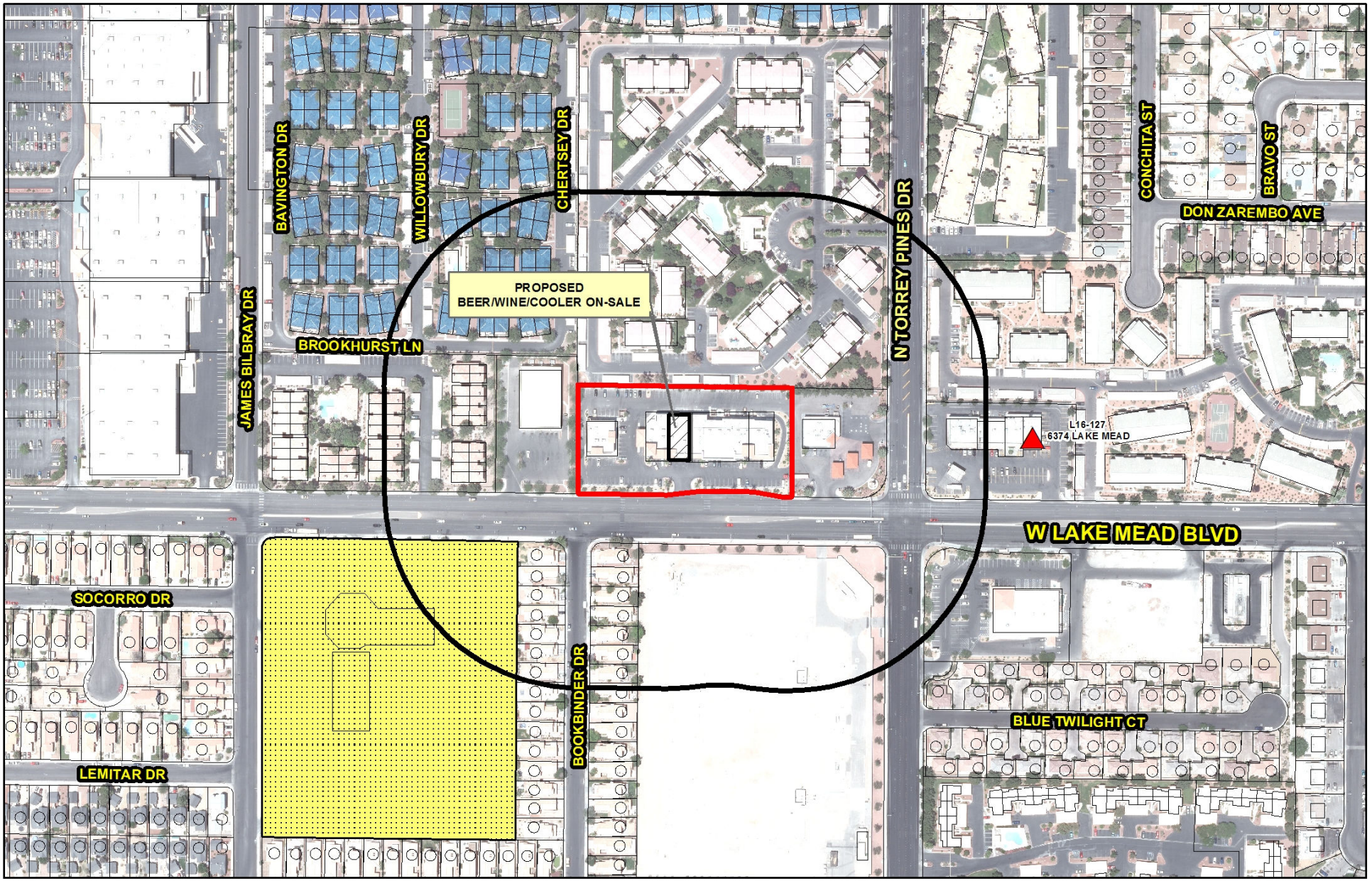


SUP-51794

Beer/Wine/Cooler On-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Tavern
- Supper Club/ Restaurant With Service Bar/ Beer Wine Room/ Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Subject Property
- 400 foot buffer

N

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

Date: Wednesday, October 30, 2013

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 22, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FELIPE'S TACOS #2 - OWNER: MARTINEZ 2008 REVOCABLE TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-51794	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SUP-51794 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler On-Sale use.

2. All signage shall be permitted and meet minimum code requirements within 30 days of final approval.

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. A Waiver from Title 19.12 is hereby approved, to allow a 160-foot distance separation from a House of Worship where a minimum 400-foot distance separation is required.

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.

GK

6. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit to add a Beer/Wine/Cooler On-Sale establishment use to an existing restaurant at 6450 West Lake Mead Boulevard, Suite #110. The proposed use will be incorporated within the 1,800 square-foot restaurant. This Special Use Permit is accompanied with a requested waiver to allow a 160-foot separation distance between the subject site and a House of Worship where a minimum 400-foot distance separation is required. The need for a waiver of this requirement demonstrates that the use is not compatible with neighboring uses in this area of the City. Staff therefore recommends denial. If the application is denied, the proposed use will not be allowed at this location.

ISSUES

- The Beer/Wine/Cooler On-Sale use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- The applicant is requesting a Waiver to allow a 160-foot distance separation from a Church where a 400-foot separation distance is required.
- Outdoor food vending carts must be properly licensed pursuant to Title 19.12. As of 12/02/13 no licenses have been issued for outdoor food vending carts for this site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/19/03	The City Council approved a request for a General Plan Amendment (GPA-3058) from M (Medium Density Residential) to SC (Service Commercial) on 2.27 acres, located 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard. Planning Commission and staff recommended approval.
11/19/03	The City Council approved a request for a Rezoning (ZON-3060) from U (Undeveloped) to C-1 (Limited Commercial) on 2.27 acres, located 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard. Planning Commission and staff recommended approval.
11/19/03	The City Council approved a Site Development Plan Review (SDR-3062) for a 19,100 square-foot retail building and a 3,600 square-foot retail pad with a waiver of the parking lot landscaping requirements on 2.27 acres, located 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard. Planning Commission and staff recommended approval.

06/16/04	The City Council approved a Variance (VAR-4193) to allow 131 parking spaces where 161 spaces are required for a commercial development on 2.27 acres, located 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard. Planning Commission recommended approval. Staff recommended denial.
07/21/04	The City Council approved a Special Use Permit (SUP-4444) for a Financial Institution, Specified use with waivers to allow a distance separation from a residential property of zero feet where 200 feet is required and to allow a distance separation of 280 feet from another Financial Institution, Specified use where 1,000 feet is required located on the north side of Lake Mead Boulevard, between James Bilbray Drive and Torrey Pines Drive. Planning Commission and staff recommended denial.
03/10/05	Staff administratively approved a Site Development Plan Review (SDR-6021) to add a drive-thru lane to a previously approved 3,600 square-foot retail pad on 2.27 acres, located 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard.
12/10/13	The Planning Commission voted (4-3/TM,RT,RB) to recommend APPROVAL of SUP-51794. (PC Agenda Item 57/gk)

Most Recent Change of Ownership	
11/18/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/07/11	A business license (N02-00171) was issued for a non-depository lender at 6450 West Lake Mead Boulevard, Suite #150. The license is active.
02/15/12	A building permit (204792) was issued for a non-work certificate of occupancy at 6450 West Lake Mead Boulevard, Suite #110. The permit did not receive a final building inspection.
06/17/13	A business license (R09-01735) was issued for a restaurant at 6450 West Lake Mead Boulevard, Suite #110. The license is active.

Pre-Application Meeting	
08/12/13	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Special Use Permit to add a Beer/Wine/Cooler On-Sale use to an existing restaurant.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
10/31/13	Staff conducted a site visit and noted a well maintained commercial building free of trash, graffiti, and debris. Staff also noted a wall sign with an electronic message unit above Suite #110. An electronic message unit is prohibited by Title 19.08.120(F)(19).
10/31/13	Staff notes that there of outdoor vending food cart was present but no licenses have been issued.

Details of Application Request	
Site Area	
Gross Acres	2.23

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Restaurant Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Undeveloped	PF (Public Facilities)	U (Undeveloped)
East	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (140 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Lake Mead Boulevard	Primary Arterial	Planned Streets and Highways Map	100 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***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Financial Institution, Specified	5,300 SF	1:250	22				
Restaurant without Drive-Through	7,200 SF	1:50 SF customer seating area + 1:200 SF remaining floor area	76				
General Retail	10,200 SF	1:175	59				
TOTAL SPACES REQUIRED			157		131		N*
Regular and Handicap Spaces Required			151	6	126	5	N*

****Variance (VAR-4193) was approved by City Council in 2004 and allowed 131 parking spaces where 161 spaces were required. The parking ratios have been amended since 2004, resulting in fewer required parking spaces.***

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 400-foot minimum distance separation is required from a House of Worship.	To allow a 160-foot distance separation.	Approval

ANALYSIS

The Beer/Wine/Cooler On-Sale use is defined by Title 19.18 as "an establishment whose license to sell alcoholic beverage is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which 30 or more people may be served with meals at any one time at tables or stools." The proposed use meets the definition above, as the provided floor plan shows a 1,800 square-foot restaurant with seating for 47 people.

The Minimum Special Use Permit Requirements for this use include:

1. Except as otherwise provided, no beer/wine/cooler on-sale establishment with (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.

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; or
   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.

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 line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

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.

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 provision of LVMC Chapter 6.50.

The site is located west of Torrey Pines Drive at 6450 West Lake Mead Boulevard, Suite #110. The subject commercial development is less than 25,000 square feet and cannot be considered a shopping center. As such, the development is subject to parking requirements for each individual use on the site. In 2004, the City Council approved a parking variance (VAR-4193) to allow 131 parking spaces where 161 were required. The Title 19 parking ratios have been amended since 2004, resulting in fewer required spaces but not eliminating the need for the parking variance. Approval of a Beer/Wine/Cooler On-Sale use will not require additional parking beyond what is required for the principal restaurant use.

Outdoor food vending carts must be properly licensed pursuant to Title 19.12. As of 12/02/13 no licenses have been issued for outdoor food vending carts for this site.

The lot line of the property is separated from a House of Worship use to the southwest by 160 feet, across Lake Mead Boulevard. As the minimum separation distance is measured from property line to property line, the proposed use fails to meet the required 400 feet from a House of Worship use. Staff cannot support the associated waiver request because the intent of Title 19 is to separate more intense commercial uses from less intense uses such as a House of Worship to protect the public welfare; as this request proposes to decrease separation between uses, the use is not compatible with the surrounding neighborhood. Although all other minimum requirements for a Beer/Wine/Cooler On-Sale use are met, staff recommends denial.

FINDINGS (SUP-51794)

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 location for the Beer/Wine/Cooler On-Sale Establishment is not compatible with the surrounding land uses. Title 19.12 requires that a Beer/Wine/Cooler On-Sale use be located more than 400 feet from a House of Worship use to maintain adequate separation between less intense uses. The proposed use would locate 160 feet from a House of Worship to the south, thereby demonstrating its incompatibility with the adjacent neighborhood.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed use will operate in conjunction with an existing restaurant located within a commercial development. The development has an approved parking variance and the proposed use will not increase parking demands of the existing 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.**

   Access to the site is from Lake Mead Boulevard, a 100-foot wide Primary Arterial. The proposed use will be in addition to an existing restaurant and will have a negligible increase in traffic and parking to the existing site. Circulation around the site is adequate.

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 Beer/Wine/Cooler On-Sale Establishment will be subject to regular inspections by regulatory agencies for business licensing and will therefore not compromise the public health, safety and welfare, or overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use does not meet all of the conditions per Title 19.12, as the applicant has requested a waiver to allow a 160-foot distance separation from a protected use (house of worship) where a 400-foot distance separation is required. The Waiver must be approved in order for the use to be allowed at the proposed location.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 978 by the City Clerk

APPROVALS 1

PROTESTS 2

GK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-51794** APN: 138-23-201-008

Name of Property Owner: Martinez Family Trust - Victor Martinez

Name of Applicant: Felipe Limón Yusmila Hernandez

Name of Representative: Felipe Limón

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
OCT 28 2013

Signature of Property Owner: Victor Martinez

Print Name: Victor Martinez

Subscribed and sworn before me

This 21 day of August, 2013

_____

Notary Public in and for said County and State

LISETHE POLANCO
Notary Public, State of Nevada
Appointment No. 12-8292-1
My Appt. Expires Jan 9, 2016

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Felipes Tacos #2

Project Address (Location) 6450 W. Lake Mead Blvd. Las Vegas NV. 89108

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-23-201-008 **Ward #** _____

General Plan: existing X proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage 22,740 **Floor Area Ratio** _____

Gross Acres 2.27 **Lots/Units** _____ **Density** _____

Additional Information _____

RECEIVED
OCT 28 2013

PROPERTY OWNER Martinez Family Trust/Victor Martinez **Contact** Victor Martinez

Address P.O. Box 22531 **Phone:** 831/252-0109 **Fax:** 831/624-7084

City Carmel **State** Ca. **Zip** 93922

E-mail Address VNIProperties@sbcglobal.net

APPLICANT Felipes Tacos #2 **Contact** Felipe Limon

Address 6450 W Lake mead Blvd **Phone:** 702 370-7798 **Fax:** _____

City Las Vegas, **State** NV **Zip** 89108

E-mail Address Yusmilahernandez@icloud.com

REPRESENTATIVE Felipe Limon **Contact** Felipe Limon

Address 3000 Vegas Dr. **Phone:** (702)3707798 **Fax:** _____

City Las Vegas **State** NV **Zip** 89106

E-mail Address Yusmila hernandez@icloud.com

Property Owner Signature* Victor Martinez

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Victor Martinez

Subscribed and sworn before me

This 21 day of August, 2013.

Notary Public in and for said County and State

LISETHE POLANCO
Notary Public, State of Nevada
Appointment No. 12-8292-1
My Appt. Expires Jan 9, 2016

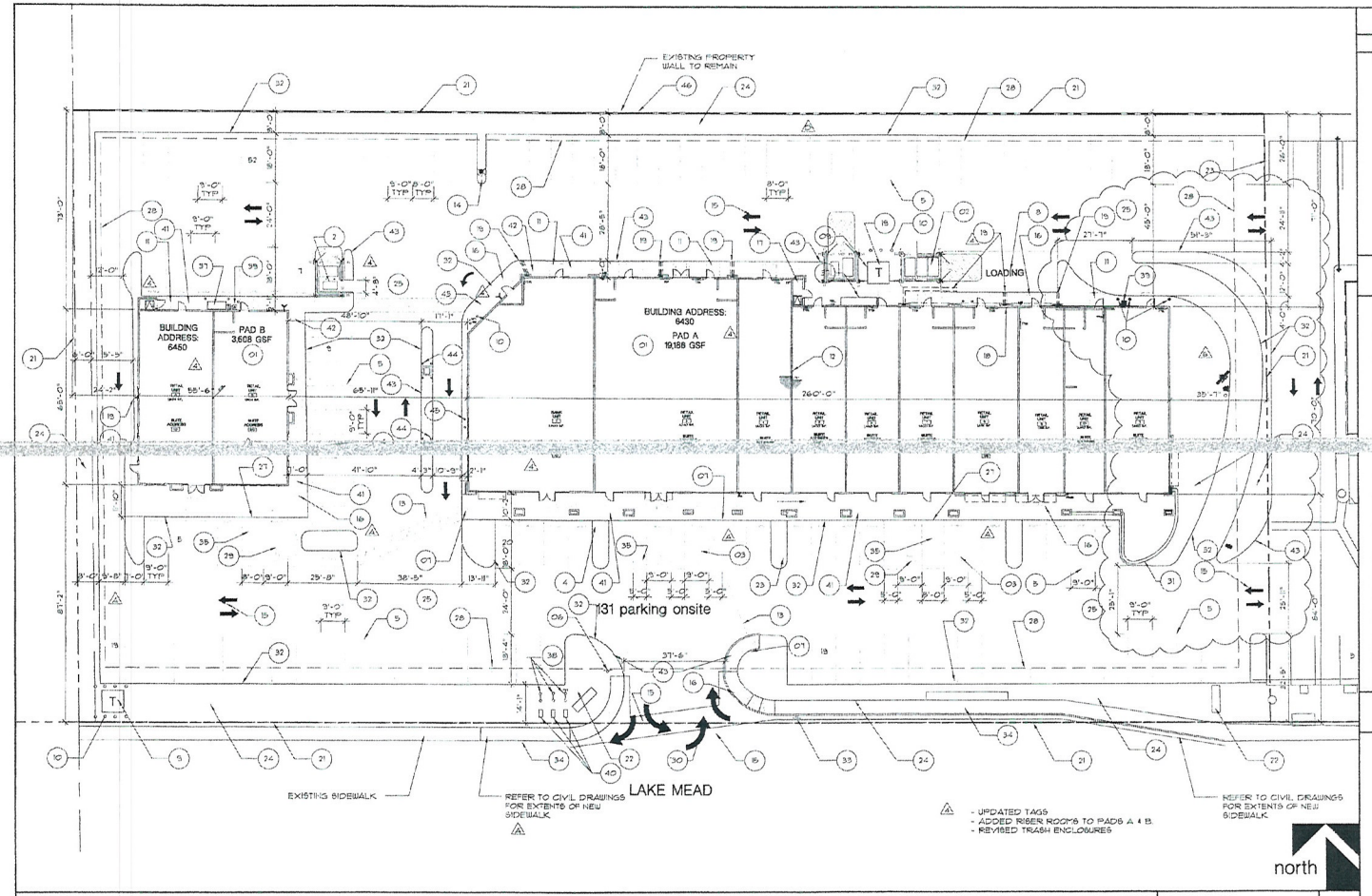
FOR DEPARTMENT USE ONLY

Case #	SUP-51794
Meeting Date:	12-12-13
Total Fee:	1280.00
Date Received:*	10-28-13
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



SITE PLAN LEGEND

SYM	DESCRIPTION
	PROPERTY LINE
	CENTERLINE
	EASEMENT
T	TRANSFORMER
W	WATER METER VAULT. REFER TO CIVIL PLANS
GM	GAS METER LOCATION. REFER TO BUILDING PLANS
BOTEL	TELEPHONE PULLBOX
D-D	BACKFLOW PREVENTER. REFER TO CIVIL PLANS
FDC	FIRE DEPARTMENT CONNECTION. REFER TO CIVIL PLANS
	STREETLIGHT
	FIRE HYDRANT. REFER TO CIVIL PLANS
G	POST INDICATOR VALVE. REFER TO CIVIL PLANS
A	AUTOMATIC CONTROLLER. REFER TO LANDSCAPING PLANS
WMSR	WATER METER
	PARKING LOT LIGHT. REFER TO ELEC.
	FIRE DEPARTMENT ACCESS PATH

SITE PLAN GENERAL NOTES

GENERAL NOTES:
HANDICAP PARKING SPACES:

1. SINGLE SPACE - 14'-0" WIDE MINIMUM WITH 9'-0" WIDE PARKING SPACE AND 5'-0" WIDE ACCESS AISLE.
2. DOUBLE SPACE - 23'-0" WIDE MINIMUM WITH TWO 9'-0" WIDE PARKING SPACES AND 5'-0" WITH ACCESS AISLE.
3. VAN SPACE - 17'-0" WIDE MINIMUM, 9'-0" WIDE PARKING SPACE AND 8'-0" WIDE ACCESS AISLE
4. SLOPE - SLOPE OF SPACE SHALL NOT EXCEED 1:50
5. PARKING SPACES ARE CONSIDERED PART OF THE ACCESSIBLE ROUTE OF TRAVEL. PARKING SPACES SHALL BE DESIGNED SO THAT A PARKED VEHICLE DOES NOT OBSCURE IT.
6. AREAS THAT ARE NOT A PART OF THE PRESENT PERMIT SHALL BE SHOWN DESIGNATED AS N.I.C.

ACCESSIBLE ROUTE:

WIDTH - MINIMUM WIDTH OF AN ACCESSIBLE ROUTE SHALL BE 36".

SLOPE - ACCESSIBLE ROUTE SHALL BE A MAXIMUM SLOPE OF 1:20 WITH A MAXIMUM CROSS SLOPE OF 2%.

NOTE: AN ACCESSIBLE ROUTE WITH A SLOPE GREATER THAN 1:20 IS CONSIDERED A RAMP.

CURB RAMPS

LOCATION - WHENEVER AN ACCESSIBLE PATH OF TRAVEL CROSSES A RAISED CURB.

SLOPE - MAXIMUM SLOPE OF ADJOINING SURFACES IS 1:20 SLOPE OF CURB IS A MAXIMUM OF 1:12

SIDES - WHERE PEDESTRIANS WALK ACROSS RAMP, OR IF NOT PROTECTED BY HANDRAILS OR GUARDRAILS, FLARED SIDES WITH A MAXIMUM SLOPE OF 1:10 ARE NECESSARY. WHERE THERE IS NO PEDESTRIAN CROSS TRAFFIC, RETURNED CURBS MAY BE USED.

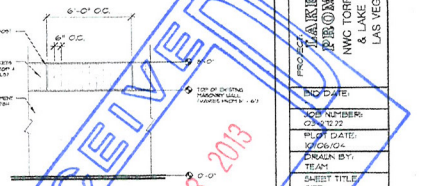
WIDTH - 36" MINIMUM WIDE, EXCLUSIVE OF FLARED SIDES.

SITE INFORMATION

APN No.: 138-25-201-008
ZONING: C-1

BUILDING SETBACKS		LANDSCAPE BUFFER WIDTH:	
FRONT	20' Setback	FRONT	15' FROM B.O. SIDEWALK
REAR	20' Setback	REAR	6' FROM PROP. LINE
SIDES	10' Setback	SIDES	6' FROM PROP. LINE

JURISDICTION: City of Las Vegas
TOTAL SITE AREA (NET): 9688 SF
SITE AREA (NET ACRES): .221 ACRES
TOTAL BUILDING AREA: 22,302.68
PARKING REQUIREMENTS:
COMMERCIAL = 17,400 SF @ 1/175 SF = 100
BANK/FINANCIAL = 3,300 SF @ 1/200 = 21
PARKING PROVIDED: 131 SPACES
PARKING REQUIRED: 121 SPACES



PROPERTY WALL ELEVATION 4

ARCHITECTURAL SITE PLAN

DATE: 03/29/04
SCALE: 1" = 20'-0"
A

SITE PLAN NOTES

SYM	DET.	DESCRIPTION
1		CONSTRUCT COMPACTED BUILDING PAD, REFER TO SOILS REPORT AND CIVIL DRAWINGS
2	A/A4.1	TRASH ENCLOSURE
3	A/A4.1	CONSTRUCT "REGULAR" HANDICAPPED PARKING STALLS
4	A/A4.1	PROVIDE CONCRETE WHEEL STOPS
5	A/A4.1	PAINT PARKING STALL STRIPING. REFER TO CIVIL STRIPING PLAN
6	A/A4.1	PROVIDE "STOP" SIGN POLE
7	A/A4.1	CONSTRUCT HANDICAPPED CURB ACCESS RAMP AT SITE CONCRETE WALKWAY. REFER TO CIVIL DRAWINGS
8	A/A4.1	PAINT YELLOW "LOADING" ZONE" SIGNAGE ON PAVING
9	A/A4.1	CONSTRUCT ELECTRICAL TRANSFORMER CONCRETE PAD AND PIPE BOLLARDS, PER UTILITY COMPANY STANDARDS, SEE UTILITY DRAWINGS
10	A/A4.1	PROVIDE CONCRETE-FILLED STEEL PIPE GUARDS, PAINT WITH TWO (2) COATS "TRAFFIC YELLOW"
11	A/A4.1	PROVIDE 5'-5" LEVEL AREA
12		STEPPED FOOTING SEE CIVIL DRAWINGS
13		PAINT 4" WIDE STRIPED CROSS WALK
14		PROVIDE FIRE HYDRANT(S) PER CIVIL STANDARDS. PROVIDE CONCRETE FILLED PIPE GUARDS WHEN EXPOSED TO TRAFFIC. REFER TO CIVIL DWGS
15	A/A4.1	PAINT DIRECTIONAL ARROW ON PAVING
16		ACCESSIBLE ROUTE. SEE GENERAL NOTES AND DETAILS
17		FIRE SPRINKLER RISER ROOM
18		
19		
20	A/A4.1	ROOF DRAIN THROUGH CURB FACE
21		FULL BOX, SEE SITE ELECTRICAL DRAWINGS
22		PROPERTY LINE
23	A/A4.1	MONUMENT SIGN, BY OTHERS, SEE LANDSCAPE AND ELECTRICAL DRAWINGS
24		RAISED CONCRETE CURB FOR PLANTER, SEE LANDSCAPE DRAWINGS
25		LANDSCAPE AND IRRIGATION PER LANDSCAPE DRAWINGS
26		PROVIDE IRRIGATION CONTROLLER PER LANDSCAPE PLANS
27		CONSTRUCT DEPRESSED CONCRETE CURB (ZERO CURB FACE) REFER TO CIVIL DRAWINGS
28		BUILDING SET BACK LINE
29		CONSTRUCT "VAN" HANDICAPPED PARKING STALLS
30	A/A4.1	CONSTRUCT CONCRETE APRON AT ACCESS, REFER TO CIVIL AND HARDSCAPE DRAWINGS
31	A/A4.1	GUARD RAIL
32		CONSTRUCT CONCRETE CURB OR CURB AND GUTTER REFER TO CIVIL DRAWINGS FOR EXTENT, AND TYPE
33	A/A4.1	INSTALL HANDICAPPED NOTICE SIGN AT SITE ENTRANCE
34		CONCRETE SIDEWALK SEE CIVIL DRAWINGS AND LANDSCAPE FOR PAVING SECTIONS, AND SOILS REPORT RECOMMENDATIONS
35	A/A4.1	PAINT BLUE ACRYLIC NON-SKID BACKGROUND WITH 4" SIDE WHITE ACRYLIC NON-SKID BORDER
36		NOT USED
37		SWITCHGEAR IN EXIT, CABINET, SEE ELEC. DWGS. PROVIDE CONC. PAD AND BOLLARDS, PER UTILITY COMPANY STANDARDS, SEE UTILITY DRAWINGS
38		PROVIDE WATER METER AND BACK FLOW PREVENTION PER CIVIL DRAWINGS
39		UTILITY METERS. VERIFY LOCATION WITH BUILDING CONTRACTOR

SYM	DET.	DESCRIPTION
40		WATER METER SERVICE CONNECTION, SEE CIVIL DRAWINGS
41	A/A4.1	CONSTRUCT WALKWAY AT PARKING CURB PER CIVIL DRAWINGS
42		FIRE DEPARTMENT CONNECTION, SEE PLUMBING DRAWINGS
43	A/A4.1	PAINT CURB RED WITH FIRE LANE SIGN
44	A/A4.1	6" DIA CONCRETE FILLED, 4'-0" TALL BOLLARD (PAINTED SAFETY YELLOW) (4' DIMENSION TAKEN FROM TOP OF CURB)
45	A/A4.1	6" DIA CONCRETE FILLED, 9'-0" TALL BOLLARD (PAINTED SAFETY YELLOW) (5' DIMENSION TAKEN FROM TOP OF CURB)
46		CONTRACTOR TO PROVIDE WROUGHT IRON SCREEN ON TOP OF EXISTING MASONRY WALL. TOP OF SCREEN TO BE 8'-0" MIN. MASONRY WALL TO HAVE CEMENT PLASTER AND PAINT FINISH
47		
48		
49		
50		
51		
52		

REVISIONS	
6/20/04	3RD SUBMITT COMMENTS/RESP.
7/23/04	CIVIL COORD.
7/29/04	T.I.
10/8/04	FUTURE TENANT COORD.
01/20/06	Misc. Revisions

ARCHITECT: Perkowitz+Ruth Architects
Architecture / Planning / Store Design
3580 Howard Hughes Parkway, Suite 400, Las Vegas, NV 89109 Tel: (702) 892-0040

PROJECT: LAKE MEAD PROMENADE
NWC TORREY PINES DR. & LAKE MEAD BLVD.
LAS VEGAS, NEVADA

BID DATE:
JOB NUMBER: 03-02.22
PLOT DATE: 10/26/04
DRAWN BY: TEAM
SHEET TITLE: SITE PLAN
SHEET NO.: SA-1

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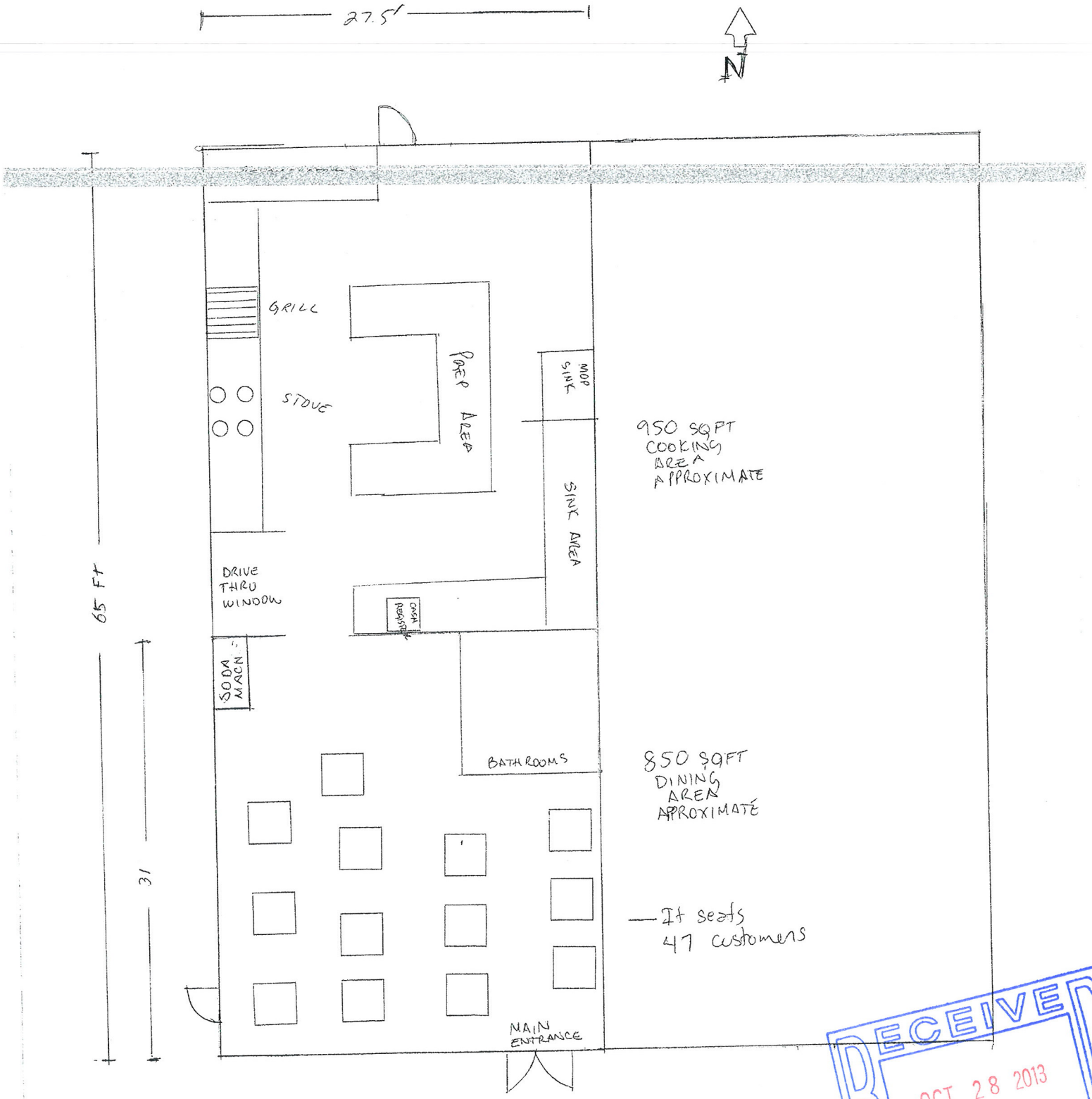
DEC 28 2013

SUP-51794



RECEIVED
OCT 28 2013

PROJECT ADDRESS: ~~6450~~ ~~W~~ LAKE MEAD STE 110 / 6450 W LAKE MEAD # 110

PARCEL NUMBER: 138-23-201-008

PROJECT NAME: FELIPE'S TACOS #2

Scale 1" = 20'

SUP-51794

SUP-51794 - APPLICANT: FELIPE'S TACOS #2 - OWNER: MARTINEZ 2008 REVOCABLE TRUST
6450 WEST LAKE MEAD BOULEVARD, SUITE #110

10/31/13

JUSTIFICATION LETTER

Felipe Limon-President
Felipes, Inc.
Felipe's Tacos #2
6450 W Lake Mead Blvd #110
Las Vegas NV 89108

To whom it may concern:

I, Felipe Limon, President of Felipe's, Inc., am submitting this Justification Letter to the City of Las Vegas, Department of Planning and Zoning for the purpose of a **Special Use Permit for a Beer/Wine/Cooler License** for our Restaurant Felipe's Tacos #2, currently operating under Restaurant License **R09-01735.**

The restaurant is currently located at **6450 W Lake Mead Blvd Ste 110 in Las Vegas, NV 89108.** It has approximately 850 square feet of dining area and approximately 950 square feet of cooking/preparation area.

We already have a Liquor License under **L09-97278** that we had on hold after we sold a previous location and would like to transfer it to this new location. I would like to mention that we did not have any issues related to the sale of alcohol at that previous location.

We would also like to request a waiver for being less than 400 feet from a Liberty Baptist church and to mention that there are establishments with liquor license to the east of us that are within distance of the church.

Our hours of operation are:

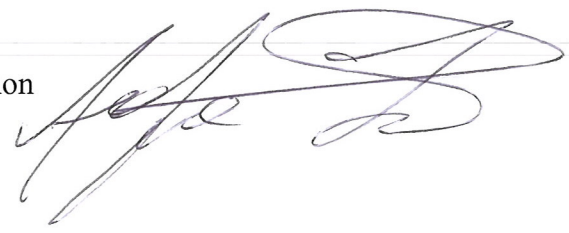
Sundays through Thursdays 10:00 a.m. to 10:00 p.m.
Fridays and Saturdays 10:00 a.m. to 12:30 p.m.

The available parking for the whole commercial center is 131 spaces.

Two other restaurants that failed and closed have occupied this space, but we are hoping that by offering beer/wine with our food/menu, we can keep afloat and succeed at this location.

We sincerely hope the Zoning Administrator, Board and Planning Commissioners approve our application since it is very important part of our ability to continue operating and making this business profitable.

Felipe Limon
President



RECEIVED
OCT 28 2013
SUP-51794

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

02 1M $ 00.43[3]
0004279218 NOV 27 2013
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 at the address listed above or fax this side of this card to (702) 464-7499. 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.

UP-51794

Planning Commission Meeting of 12/10/2013

Case: SUP 51794

13023315001
CRAFT DARREL L
1804 CAVIAR DR
LAS VEGAS NV 89108-2760

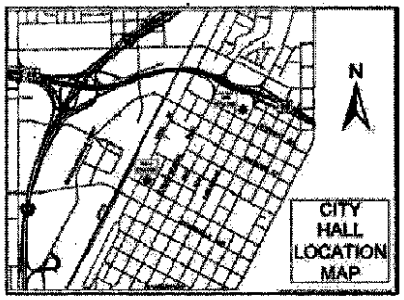
agenda item #57
protest

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.43³
0004279218 NOV 27 2013
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-51794

Planning Commission Meeting of **12/10/2013**

Case: SUP-51794

13823313061
HAMILTON LADDIE
1900 BOOKBINDER DR
LAS VEGAS NV 89108-2799

24 JRDFNMP 89108

AGENDA ITEM #57 SUPPORT

page 1
Dec 02 2013 4:22PM HP Fax

Public Comment Form

Item Subject SUP-51794 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FELIPE'S TACOS #2 - OWNER: MARTINEZ 2008 REVOCABLE TRUST - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,800 SQUARE-FOOT BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT WITH A WAIVER TO ALLOW A 160-FOOT DISTANCE SEPARATION FROM A HOUSE OF WORSHIP WHERE 400 FEET IS REQUIRED at 6450 West Lake Mead Boulevard, Suite #110 (APN 138-23-201-008), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

Tracking Number	PC12102013-57-1
Name	Liberty Baptist Church
Address	6501 W. Lake Mead Blvd.
City	Las Vegas
State	Nevada
Zip	89108
Comment	We oppose SUP 51794
Vote	Against

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 22, 2014

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.: **90.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 22, 2014

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.: **91.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 22, 2014

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