City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 S. 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.

November 19, 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 CUSTOMERS OF CENTURYLINK CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002, AND 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.lasvegasnevada.gov. 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 - REVEREND MARY BREDLAU, GRACE IN THE DESERT EPISCOPAL CHURCH

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE EMPLOYEE OF THE MONTH

6. RECOGNITION OF THE MOTHER HUBBARD'S CUPBOARD FOOD DRIVE AND THE LAS VEGAS SENIOR CITIZENS ADVISORY BOARD

DRAFT

7. RECOGNITION OF THE WARD 6 DAY OF SERVICE

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

8. 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

9. 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

10. For possible action to approve the Final Minutes by reference of the Special Joint City Council and Planning Commission meeting of August 25, 2014

CONSENT AGENDA

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

BUILDING AND SAFETY - CONSENT

11. For possible action to approve a sewer connection agreement and interlocal contract with Clark County Water Reclamation District for sewer services with Larson Construction, LLC, owner (southeast corner of Chieftain Street and Azure Drive, APN 125-30-601-010) - near Ward 6 (Ross)

CITY ATTORNEY - CONSENT

12. For possible action to approve a business impact statement regarding a proposed ordinance that would amend LVMC Chapter 11.10 pertaining to parking violations to adjust authority and responsibility pertaining to the towing and immobilization of vehicles. (This item is related to Bill No. 2014-74, which is located later on this agenda under New Bills)

COMMUNITY SERVICES - CONSENT

13. For possible action to approve receiving an allocation of the Fiscal Year 2014 Home Investment Partnerships Program (HOME) in the amount of $413,448 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

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

14. For possible action to approve the Amended and Restated Agreement No.1 for Allocation of Catalyst Funds between the City of Las Vegas and the Nevada Governor's Office of Economic Development for distribution of $600,000 in State funding to be awarded to Take-Two after meeting the criteria necessary for distribution with the City of Las Vegas serving as the pass thru entity, located at 302 East Carson Avenue (APN 139-34-210-066) - Ward 3 (Coffin)

FINANCE - PURCHASING & CONTRACTS CONSENT

15. For possible action to approve award of Contract No. 140211-TB, Water Pollution Control Facility On-Line Training located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: 360WATER, INC. (Not-to-Exceed $914,860 - Sanitation Enterprise Fund) - County

DRAFT

16. For possible action to approve award of Bid No. 13.46803-TF, Sewer Rehab Group E located on Mayflower Lane from Decatur Boulevard to Valley View Boulevard, Alta Drive from Valley View Boulevard to Rancho Drive and Rancho Drive from Belrose Street to Charleston Avenue and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($1,088,706 - Sanitation Enterprise Fund) - Wards 1 and 5 (Tarkanian and Barlow)

17. For possible action to approve award of Contract No. 150085-TF, Code Consulting, Fire Protection Engineering and Accessibility Analysis Services Contract for D&E Isolation Cell Addition located at 3100 Stewart Avenue - Department of Public Works - Award recommended to: PCNA CONSULTING GROUP, INC. ($55,000 - Detention and Enforcement Capital Projects Fund) - Ward 3 (Coffin)

18. For possible action to approve award of Contract No. 150077-SK, Schneider Electric Control Upgrade Contract for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: SCHNEIDER ELECTRIC, USA - ($567,343.20 - Sanitation Enterprise Fund) - County

19. For possible action to approve revision to Purchase Order No. 300490 for EMS transport billing services due to a large increase in Fire and Rescue patient transports - Department of Fire and Rescue - Award recommended to: SANSIO ($200,000 - General Fund)

20. For possible action to approve award of Contract No. 140175-CB, Contract for Consulting Services for the Las Vegas Medical District Master Plan - Department of Economic and Urban Development - Award recommended to: SMITHGROUP, LLC ($199,840 - General Capital Projects Fund) - Ward 1 (Tarkanian)

OPERATIONS AND MAINTENANCE - CONSENT

21. For possible action to approve an Estoppel Agreement for the City's consent of the Lessee's collateral assignment of the leasehold interest in the Desert Pines Golf Club Lease Agreement to the Prudential Insurance Company of America as security in connection with a loan for the Desert Pines Golf Club located at 3415 East Bonanza Road - Ward 3 (Coffin)

PLANNING - BUSINESS LICENSING CONSENT

22. For possible action to approve an Extension of a Temporary New Beer Wine Room License, ROCKETSHIP 8, LLC dba THE CREPE at 420 South Rampart Boulevard, Suite #150, [Aleksandar Rumyanov Aleksondrov, Managing Member] - Ward 2 (Beers)

23. For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: MIXED NUTS, LLC TO: STARR GAMING, LLC dba THE PINT at 9941 West Charleston Boulevard, [Sandra A. Starr, Managing Member] - Ward 2 (Beers)

24. For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: G.N.H. INVESTMENTS, INC. TO: DRT ENTERTAINMENT, LLC dba ADRENALINE SPORTS BAR & GRILL at 3103 North Rancho Drive - Ward 5 (Barlow)

25. For possible action to approve a New Tavern-Limited License for HOP NUTS BREWING, LLC dba HOP NUTS BREWING at 1120 South Main Street, Suite #150 [Kevin James Holder, Managing Member] - Ward 3 (Coffin)

26. For possible action to approve a New Ancillary Brew Pub License for HOP NUTS BREWING, LLC dba HOP NUTS BREWING at 1120 South Main Street, Suite #150 [Kevin James Holder, Managing Member] - Ward 3 (Coffin)

27. For possible action to approve an Extension of a Temporary Package License BEST FELLAS, INC. dba SUPER LIQUOR MID STRIP at 2301 South Las Vegas Boulevard [Thamer Jarjees, Owner] - Ward 3 (Coffin)

28. For possible action to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-0826 at 3210 North Tenaya Way - Ward 4 (Anthony)

29. For possible action to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-1207 at 8750 West Charleston Boulevard - Ward 2 (Beers)

30. For possible action to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-1462 at 6480 Sky Pointe Drive - Ward 6 (Ross)

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31. For possible action to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-2569 at 6371 North Decatur Boulevard - Ward 6 (Ross)

32. For possible action to approve an Extension of a Temporary Package License DT MARKET, LLC dba THE MARKET at 611 Fremont Street - Ward 3 (Coffin)

33. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License DT MARKET, LLC dba THE MARKET at 611 Fremont Street - Ward 3 (Coffin)

34. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License CILANTRO TACOS, LLC dba CILANTRO TACOS at 2300 North Rainbow Boulevard - Ward 5 (Barlow)

35. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License SMASHBURGER ACQUISITION LAS VEGAS, LLC dba SMASHBURGER at 6300 West Charleston Boulevard - Ward 1 (Tarkanian)

36. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: SAHARA GREEN, LLC TO: LV PETROLEUM, LLC dba US MARKET at 7790 West Sahara Avenue - Ward 1 (Tarkanian)

37. For possible action to approve an New Restricted Gaming License, NEVADA GAMING PARTNERS, LLC db at UNCLE RAYSKI'S DURANGO DEERSPRINGS MINI MART at 6775 North Durango Drive, [Bruce I. Familian, Managing Member] - Ward 6 (Ross)

PUBLIC WORKS - CONSENT

38. For possible action to approve Amendment No. 2 to Interlocal Agreement No. R335-10-015 with the State of Nevada Department of Transportation (NDOT) to extend the project completion date to December 31, 2021 for Local Access Improvements around the US-95 and Bruce Woodberry Beltway CC-215 Interchange - Ward 6 (Ross)

RESOLUTIONS - CONSENT

39. R-35-2014 - 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 Tenaya Point, LLC, (Tenant/QSP Participant) located at 831 West Bonanza Road, 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 RDA Item 5 (RA-13-2014)]

40. R-36-2014 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and LV Buildings, LLC, (Owners) located at 800 South Valley View Boulevard to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 1 (Tarkanian) [NOTE: This item is related to RDA Item 6 (RA-14-2014)]

41. R-37-2014 - For possible action to approve a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Districts 607, 707, 808, 809 and in certain other districts and providing other matters properly relating thereto - Wards 2, 4 and 6 (Beers, Anthony and Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

42. Discussion for possible action regarding the announcement of the Strong Cities, Strong Communities (SC2) Phase I award winners and distribution of the $60,000 1st prize, $30,000 2nd prize and $10,000 3rd prize award funds (General Fund) - All Wards

43. Report by staff to provide an overview of the implementation of the Rafael Rivera Walkable Community Plan, which focuses on the neighborhood generally located within a half-mile radius of the intersection of Eastern Avenue and Sunrise Avenue - Ward 3 (Coffin)

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RESOLUTIONS - DISCUSSION

44. R-38-2014 - Public hearing and discussion for possible action regarding a Resolution to set a fixed number of ambulance service franchises, including service categories, to be granted within the City of Las Vegas - All Wards

BOARDS & COMMISSIONS - DISCUSSION

45. For Possible Action - PARKS & RECREATION ADVISORY COMMISSION - William Teel, Term Expiration 12-17-2014 (Resigned)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

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.

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.

46. Bill No. 2014-74 - Amends LVMC Chapter 11.10 pertaining to parking violations to adjust authority and responsibility pertaining to the towing and immobilization of vehicles. Sponsored by: Councilman Steven D. Ross

47. Bill No. 2014-75 - Annexation No. ANX-56312 - Property location: South of Centennial Parkway, east and west of Alpine Ridge Way; Petitioned by: DR Horton, et. al; Acreage: 31.07 acres; Zoned: R-D (County zoning), R-1 (City equivalent). Sponsored by: Councilman Steven D. Ross

48. Bill No. 2014-76 - Annexation No. ANX-56313 - Property location: 9455 through 9485 West Centennial Parkway; Petitioned by: David A. Mulkey 1987 Living Trust, predecessor-in-interest to current owners; Acreage: 2.53 acres; Zoned: R-E (County zoning), R-D (City equivalent). Sponsored by: Councilman Steven D. Ross

49. Bill No. 2014-77 - Annexation No. ANX-56314 - Property location: 6351 North Fort Apache Road; Petitioned by: Las Vegas LTC Properties, LLC; Acreage: 5.05 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

50. Bill No. 2014-78 - Annexation No. ANX-56315 - Property location: 5641 Rowland Avenue; Petitioned by: Richard and Linda Steadman; Acreage: 0.99 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

51. Bill No. 2014-79 - Annexation No. ANX-56316 - Property location: 6720 and 6740 West Tropical Parkway; Petitioned by: William and Donna Schmid, predecessors-in-interest to current owners; Acreage: 1.63 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

52. Bill No. 2014-80 - Annexation No. ANX-56317 - Property location: 7249 Haley Avenue; Petitioned by: Glen D. Hickey, predecessor-in-interest to current owner; Acreage: 0.62 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

53. Bill No. 2014-81 - Annexation No. ANX-56180 - Property location: 1580 South Jones Boulevard; Petitioned by: Johanna C. Koningh, et. al, predecessors-in-interest to current owner; Acreage: 2.1 acres; Zoned: C-P (County zoning), C-1 (City equivalent). Sponsored by: Councilwoman Lois Tarkanian

54. Bill No. 2014-82 - Annexation No. ANX-56207 - Property location: 5475 West Oakey Boulevard; Petitioned by: Lee Lutrell; Acreage: 0.47 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilwoman Lois Tarkanian

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55. Bill No. 2014-83 - Annexation No. ANX-56303 - Property location: 3510 and 3520 North Buffalo Drive; Petitioned by: Church Christian Word Life Ctr, et. al; Acreage: 5.22 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

56. Bill No. 2014-84 - Annexation No. ANX-56306 - Property location: 7410 through 7480 Ohana Court; Petitioned by: Paitaka P. and Tasey H. Miyahira, et.al, predecessors-in-interest to current owners; Acreage: 5.21 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

57. Bill No. 2014-85 - Annexation No. ANX-56307 - Property location: 4241 Quadrel Street; Petitioned by: John M. and Lorinda M. Fowler; Acreage: 0.63 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

58. Bill No. 2014-86 - Annexation No. ANX-56308 - Property location: 7590 Florine Avenue; Petitioned by: Deborah S. Limb, predecessor-in-interest to current owner; Acreage: 0.82 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

59. Bill No. 2014-87 - Annexation No. ANX-56309 - Property location: Northwest corner of Lone Mountain Road and Pioneer Way; Petitioned by: Steve and Stephanie Jordan, predecessors-in-interest to current owner; Acreage: 1.52 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

60. Bill No. 2014-88 - Annexation No. ANX-56310 - Property location: 4850 through 4880 Conough Lane; Petitioned by: William and Mary Johnson, predecessors-in-interest; Acreage: 2.63 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

61. Bill No. 2014-89 - Annexation No. ANX- 56311 - Property location: at 4701 Quadrel Street; Petitioned by: Clark County School District Board of Trustees; Acreage: 21.00 acres; Zoned: PF (County zoning), C-V (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

62. Bill No. 2014-90 - Annexation No. ANX-56209 - Property location: 1902 Sycamore Trail; Petitioned by: John Jay and Marilyn R. Lee, predecessors-in-interest to current owner; Acreage: 0.52 acres; Zoned: R-E (County zoning), C-2 (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

63. Bill No. 2014-91 - Annexation No. ANX-56210 - Property location: 4016 Vegas Drive; Petitioned by: Samuel Newberry, predecessor-in-interest to current owner; Acreage: 0.53 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Ricki Y. Barlow

64. Bill No. 2014-92 - Annexation No. ANX-56289 - Property location: 1300 Shadow Mountain Place; Petitioned by: Margaret M. Lyneis, predecessor-in-interest to current owner; Acreage: 0.47 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

65. Bill No. 2014-93 - Annexation No. ANX-56294 - Property location: 1452 Shadow Mountain Place; Petitioned by: Harvey F. and Beth Nielsen; Acreage: 0.47 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

66. Bill No. 2014-94 - Annexation No. ANX-56296 - Property location: 6350 West Cheyenne Avenue; Petitioned by: Old Lighthouse, LLC, predecessor-in-interest to current owner; Acreage: 1.03 acres; Zoned: C-P (County zoning), P-R (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

67. Bill No. 2014-95 - Annexation No. ANX-56298 - Property location: 2855 North Jones Boulevard; Petitioned by: Kenneth Martin, predecessor-in-interest to current property owner; Acreage: 0.66 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

68. Bill No. 2014-96 - Annexation No. ANX-56301 - Property location: 6100 West Cheyenne Avenue; Petitioned by: Mary W. Lamb, predecessor-in-interest to current owner; Acreage: 2.13 acres; Zoned: C-P (County zoning), C-1 (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

69. Bill No. 2014-97 - Annexation No. ANX-56302 - Property location: 3788 North Jones Boulevard; Petitioned by: Masjid Ibrahim, Inc.; Acreage: 1.69 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

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1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

70. Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

PLANNING

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

PLANNING - CONSENT

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

71. EOT-56326 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-3100) FOR MULTI-FAMILY RESIDENTIAL UNITS on 15.97 acres at 3049 Sirius Avenue (APN 162-08-418-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-55961]. Staff recommends DENIAL.

72. EOT-56327 - EXTENSION OF TIME RELATED TO EOT-56326 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-3101) FOR A PROPOSED MIXED-USE RESIDENTIAL AND COMMERCIAL DEVELOPMENT on 15.97 acres at 3049 Sirius Avenue (APN 162-08-418-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-55961]. Staff recommends DENIAL.

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.

73. ROC-55188 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-20505) TO DELETE CONDITION #5 WHICH STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 3053 North Jones Boulevard (APN 138-14-501-007) C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55010]. Staff recommends DENIAL.

74. SUP-55195 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DAVIS FUNERAL HOME & MEMORIAL PARK - OWNER: HART VOLLAND ENTERPRISES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MORTUARY OR FUNERAL CHAPEL USE at 1401 South Rainbow Boulevard (APN 163-03-501-022), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-55088]. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

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75. RQR-54752 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-37605) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 15,048 SQUARE-FOOT RETAIL ESTABLISHMENT at 1101 South Las Vegas Boulevard (APN 162-03-114-002), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

76. EOT-56242 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING USE (TAVERN) at 899 Fremont Street (APNs 139-34-612-056 and 027) C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

77. VAR-55763 - VARIANCE - PUBLIC HEARING - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC. - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT FRONT YARD SETBACK FOR A PROPOSED PORTE COCHERE WHERE TEN FEET IS REQUIRED at 323 North Maryland Parkway (APNs 139-35-211-071, 072, 093 and 139-35-299-058), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55585]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

78. SDR-55764 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-55763 - PUBLIC HEARING - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC. - For possible action on a request for a Site Development Plan Review TO EXPAND THE PARKING LOT AND ADD A PORTE COCHERE WITH WAIVERS TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER WIDTH WHERE 15 FEET IS REQUIRED ADJACENT TO RIGHTS-OF-WAY AND TO ALLOW A ZERO-FOOT WIDTH ADJACENT TO INTERIOR LOT LINES at 323 North Maryland Parkway (APNs 139-35-211-071, 072, 093 and 139-35-299-058), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55585]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING - DISCUSSION

79. GPA-55775 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP - For possible action on a request for a General Plan Amendment FROM: PF (PUBLIC FACILITIES) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 2.19 acres located on the north side of Bonanza Road 1,540 feet east of Decatur Boulevard (APN 139-30-306-003), Ward 5 (Barlow) [PRJ-54464]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

80. ZON-55777 - REZONING RELATED TO GPA-55775 - PUBLIC HEARING - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP - For possible action on a request for a Rezoning FROM: R-1 (LOW DENSITY RESIDENTIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 2.19 acres located on the north side of Bonanza Road 1,540 feet east of Decatur Boulevard (APN 139-30-306-003), Ward 5 (Barlow) [PRJ-54464]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

81. SDR-55779 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-55775 AND ZON-55777 - PUBLIC HEARING - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 39-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PERIMETER WHERE A MINIMUM OF SIX FEET IS REQUIRED on 2.19 acres located on the north side of Bonanza Road 1,540 feet east of Decatur Boulevard (APN 139-30-306-003), Ward 5 (Barlow) [PRJ-54464]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

82. ZON-55758 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: PETS' RX NEVADA, INC - For possible action on a request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 0.04 acres located at 1117 North Decatur Boulevard (APN 138-25-613-043), Ward 5 (Barlow) [PRJ-55629]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

83. VAR-55760 - VARIANCE RELATED TO ZON-55758 - PUBLIC HEARING -APPLICANT/OWNER: PETS R X NEVADA, INC - For possible action on a request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 66 FEET WHERE 85 FEET IS REQUIRED FOR A PROPOSED 5,459 SQUARE-FOOT ANIMAL HOSPITAL, CLINIC OR SHELTER (WITH NO OUTSIDE PENS) on 0.32 acres located at 1117 North Decatur Boulevard (APNs 138-25-613-043, 044 and 045), P-R (Professional Office and Parking) and C-1 (Limited Commercial) Zones [Proposed C-1 (Limited Commercial)], Ward 5 (Barlow) [PRJ-55629]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

DRAFT

84. SDR-55761 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-55758 AND VAR-55760 - PUBLIC HEARING - APPLICANT/OWNER: PETS' RX NEVADA, INC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 5,459 SQUARE-FOOT ANIMAL HOSPITAL, CLINIC OR SHELTER (WITH NO OUTSIDE PENS) WITH A WAIVER TO ALLOW A SIX-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PROPERTY LINE WHERE TEN FEET IS REQUIRED on 0.32 acres located at 1117 North Decatur Boulevard (APNs 138-25-613-043, 044 and 045), P-R (Professional Office and Parking) and C-1 (Limited Commercial) Zones [Proposed C-1 (Limited Commercial)], Ward 5 (Barlow) [PRJ-55629]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

85. SUP-55487 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: MR. N & S BONANZA, LLC - OWNER: WATER STREET, LLC - For possible action on a request for a Special Use Permit FOR A PACKAGE LIQUOR OFF-SALE USE WITHIN A PROPOSED 1,882 SQUARE-FOOT GENERAL RETAIL ESTABLISHMENT at 3595 East Bonanza Road, Suite #140 (APN 140-31-121-007), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL.

86. SUP-55012 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: BRIAN AND JUDY ALBISER LIVING TRUST - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 2,000 SQUARE-FOOT GENERAL RETAIL STORE, OTHER THAN LISTED at 1201 Stewart Avenue, Suite #3 (APNs 139-35-211-073 and 074), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-54768]. The Planning Commission (4-3 vote) recommends DENIAL. Staff recommends APPROVAL.

87. SUP-55715 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-55636]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

88. SDR-55716 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-55715 - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 17-STORY MIXED-USE DEVELOPMENT, INCLUDING 34,500 SQUARE FEET OF COMMERCIAL SPACE AND 281 MULTI-FAMILY RESIDENTIAL UNITS on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-55636]. The Planning Commission (7-0 vote) and Staff recommend 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

DRAFT

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

DRAFT

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 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: NOVEMBER 19, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE MOTHER HUBBARD'S CUPBOARD FOOD DRIVE AND THE LAS VEGAS SENIOR CITIZENS ADVISORY BOARD

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE WARD 6 DAY OF SERVICE

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 19, 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.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 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.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 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 Special Joint City Council and Planning Commission meeting of August 25, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
For possible action to approve a sewer connection agreement and interlocal contract with Clark County Water Reclamation District for sewer services with Larson Construction, LLC, owner (southeast corner of Chieftain Street and Azure Drive, APN 125-30-601-010) - near Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for a sewer connection to connect 4 single family dwellings. Public Sewer is available at the intersection of Azure Drive and Fort Apache Road approximately 320 feet east of the subject parcel. The developer will be required to extend 8-inch diameter public sewer to the intersection of Azure Drive and Chieftain Street to a depth and location acceptable to the City of Las Vegas Collection System Planning. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement" and a "Petition for Annexation" agreement. The property is not currently eligible for annexation and will be permitted in Clark County.

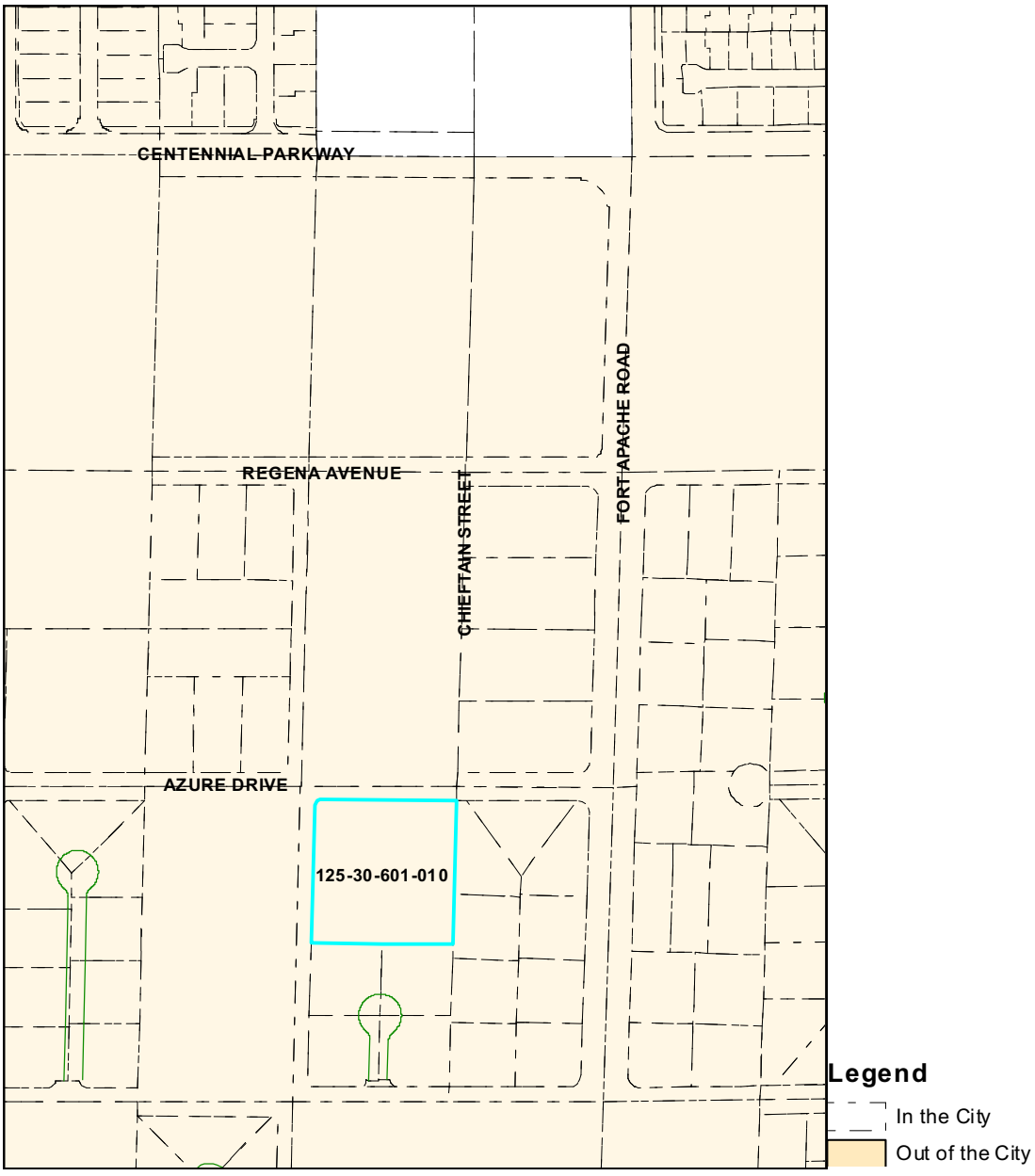
RECOMMENDATION:
Building & Safety in conjunction with Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:
Location Map

City of Las Vegas

LOCATION MAP

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES WITH LARSON CONSTRUCTION, LLC, OWNER (SOUTHEAST CORNER OF CHIEFTAIN STREET AND AZURE DRIVE, APN 125-30-601-010)



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
For possible action to approve a business impact statement regarding a proposed ordinance that would amend LVMC Chapter 11.10 pertaining to parking violations to adjust authority and responsibility pertaining to the towing and immobilization of vehicles. (This item is related to Bill No. 2014-74, which is located later on this agenda under New Bills)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This item is for Council approval of a business impact statement regarding a proposed ordinance that would amend LVMC Chapter 11.10 pertaining to parking violations to adjust authority and responsibility pertaining to the towing and immobilization of vehicles.

RECOMMENDATION:
It is recommended that the City Council approve the business impact statement.

BACKUP DOCUMENTATION:
Business Impact Statement

BUSINESS IMPACT STATEMENT
BILL NO. 2014-74
(Amends LVMC Chapter 11.10 pertaining to parking violations to adjust authority and responsibility pertaining to the towing and immobilization of vehicles)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2014-74, that would amend LVMC Chapter 11.10 pertaining to parking violations to adjust authority and responsibility pertaining to the towing and immobilization of vehicles.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

No input solicited. The update is not expected to have a materially different impact on businesses than existing provisions

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable; no materially different impact on businesses than existing provisions

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost identified

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

8. The reasons for the conclusions regarding the impact of the proposed rule on businesses:

The proposed ordinance is not expected to have any materially different impact on businesses than exists already

CERTIFICATION
I certify that, to the best of my knowledge or belief, the information contained in this business impact statement was prepared properly and is accurate.

Elizabeth N. Fuhrell
By: City Manager

Date: October 30, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: OFFICE OF COMMUNITY SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve receiving an allocation of the Fiscal Year 2014 Home Investment Partnerships Program (HOME) in the amount of $413,448 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: $413,448
Funding Source: State HOME
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas' share of Nevada Housing Division HOME funding is $413,448. 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 entering into the State Agreement for HOME funding from NHD 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:
2014 Agreement to Use Home Investment Partnerships Program ("HOME") CFDA#14.239 Funds By The City of Las Vegas

2014 AGREEMENT TO USE HOME INVESTMENT PARTNERSHIPS PROGRAM
("HOME") CFDA#14.239
FUNDS BY THE CITY OF LAS VEGAS

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, 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 2014 HOME Program funds in the amount of $413,448.00.

B. NHD will provide the City of Las Vegas, $413,448.00 in HOME Program Funds.

C. The City of Las Vegas agrees that any program costs, unless otherwise specified, exceeding the $413,448.00 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. The HOME-assisted rental Project and units shall comply with the provisions contained under 24CFR Part 92, Subpart F, Project Requirements, including 24 CFR 92.250-253, maximum per-unit subsidy amount; subsidy layering requirements as determined by the Consortium; applicable property standards; affordability requirements-tenant income eligibility, occupancy requirements, HUD issued annual rent thresholds, period of affordability and tenant and participant protections.

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, 2016 used prior to May 31, 2018. The City of Las Vegas cannot commit HOME funds to a project until all necessary financing is secured, a budget and schedule established, underwriting and subsidy layering completed, and construction is scheduled to being within twelve (12) months.

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 _____, 2014.

CITY OF LAS VEGAS

_____
Carolyn G. Goodman
Mayor

State of Nevada)
) ss
County of Clark)

On this _____ day of _____, 2014, 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 10-1-14
Robert S. Sylvain, Date
Deputy City Attorney

NEVADA HOUSING DIVISION

_____
CJ Manthe
Administrator

State of Nevada)
) ss
County of Clark)

On this _____ day of _____, 2014, before me, a Notary Public, personally appeared CJ Manthe, who did say that she is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

_____
Notary Public

APPROVED AS TO FORM ONLY

By: _____
Christine Sullivan
Legal Counsel to the Division

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:

For possible action to approve the Amended and Restated Agreement No.1 for Allocation of Catalyst Funds between the City of Las Vegas and the Nevada Governor's Office of Economic Development for distribution of $600,000 in State funding to be awarded to Take-Two after meeting the criteria necessary for distribution with the City of Las Vegas serving as the pass thru entity, located at 302 East Carson Avenue (APN 139-34-210-066) - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Amended and Restated Agreement No. 1 for Allocation of Catalyst Funds

AMENDED AND RESTATED AGREEMENT NO. 1 FOR ALLOCATION OF CATALYST FUNDS

A Contract Between the State of Nevada
Acting By and Through the

NEVADA GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT
808 W. Nye Lane
Carson City, NV 89703
Phone: 888-336-1600

And

CITY OF LAS VEGAS, NEVADA
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: 702-229-6551

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

I. Approved Catalyst Fund Proceeds

1. At the Board meeting conducted **December 14, 2012** the Board approved the following Catalyst Fund grant for the above stated Sponsoring Municipality:

   $600,000 for allocation to Take-Two Interactive Software. Inc.

2. The proposed use of the Catalyst Fund proceeds, including expected plans, projects, or programs to be supported by the grant, and any anticipated short-term or long-term impacts from the use of grant funds, include as follows:

   Catalyst Funds will be tied to operations, and released pursuant to verification of performance versus agreed-upon metrics. Take-Two Interactive Software, Inc. must attain 50% of the employment target, with a total target defined as 150 total employees during five years, to receive any Catalyst Fund payment for each fiscal year. The dollar amount will not exceed $120,000 for any given year. The company has located a Quality Assurance Division of its company in Downtown Las Vegas and anticipates hiring up to 150 full-time people over the next five years as business continues.

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

1. The Sponsoring Municipality covenants, warrants, and represents that it has entered into or will enter into within thirty (30) days a separate written agreement with the Catalyst Fund Proceeds Recipient to which the Sponsoring Municipality will provide Catalyst Fund Proceeds granted pursuant to this request and this Agreement;

2. The Sponsoring Municipality covenants, warrants, and represents the agreement entered into between the Sponsoring Municipality and the Catalyst Fund Proceeds Recipient shall require each business entity receiving funds from the Sponsoring Municipality to return Catalyst Fund Proceeds to GOED if it is determined that the Catalyst Fund Proceeds are not then currently being, or have not been, used in accordance with either this Agreement between the Sponsoring Municipality and GOED, or the agreement between the Sponsoring Municipality and the Catalyst Fund Proceeds Recipient;

3. The Sponsoring Municipality covenants, warrants, and represents that pursuant to the agreement between the Sponsoring Municipality and the Catalyst Fund Proceeds Recipient, that the Catalyst Fund Proceeds Recipient shall agree and consent to the public disclosure of: (i) the company name of the Catalyst Fund Proceeds Recipient; (ii) the applicable ownership interests for the Catalyst Fund Proceeds Recipient, including but not limited to; equity interests, partnership interests, membership interests, shareholder interests, and any other ownership interests and by whom held; (iii) the award amount requested, and (iv) agreed-upon performance requirements, including, but not limited to: (a) number of primary jobs created, (b) anticipated average hourly wage to be paid for created primary jobs, (c) capital investment, and (d) other project specific performance requirements to be determined under paragraph (5) of this Section;

4. The Sponsoring Municipality covenants, warrants, and represents that pursuant to the agreement between the Sponsoring Municipality and the Catalyst Fund Proceeds Recipient, that the Catalyst Fund Proceeds Recipient shall agree to disclose all details, not subject to privilege or confidentiality restrictions, including, but not limited to, specific wage levels for each primary job created, regarding: (i) proposed plans; (ii) projects and programs for which the Catalyst Fund grant or loan will be used; and (iii) any other information relevant to the proposed project for which Catalyst Fund Proceeds have been disbursed;

5. The Executive Director of GOED may, from time to time and based on the specific request of each individual Catalyst Fund Proceeds applicant, request additional information that he or she deems necessary for approval or denial of the request, in his or her sole discretion.

III. Sponsoring Municipality Reporting Requirements

1. The overall grant period for this award is defined as: March 1, 2013 through February 28, 2018, with Award Periods as defined below.
    a. The award disbursement schedule is agreed upon as follows:

AWARD PERIOD	THROUGH DATE	AMOUNT	DISBURSEMENT CRITERIA
Period 1	February 2014	Up to $120,000	$1200 per primary job, up to $120,000, disbursed following the close of fiscal year-1 for operations in Nevada. No funding will be disbursed if less than 50 primary jobs are created during Period-1 of this Agreement.
Period 2	February 2015	Up to $120,000	$800 per primary job, up to $120,000, disbursed following the close of fiscal year-2 for operations in Nevada. If in year 2-5 the number of jobs is less than 150 primary jobs then the payment amount is prorated to meet the new count (for example, 145 employees at $800.00 per employee for a total of $116,000 for that year).
Period 3	February 2016	Up to $120,000	$800 per primary job, up to $120,000, disbursed following the close of fiscal year-3 for operations in Nevada. If in year 2-5 the number of jobs is less than 150 primary jobs then the payment amount is prorated to meet the new count (for example, 145 employees at $800.00 per employee for a total of $116,000 for that year).
Period 4	February 2017	Up to $120,000	$800 per primary job, up to $120,000, disbursed following the close of fiscal year-4 for operations in Nevada. If in year 2-5 the number of jobs is less than 150 primary jobs then the payment amount is prorated to meet the new count (for example, 145 employees at $800.00 per employee for a total of $116,000 for that year).
Period 5	February 2018	Up to $120,000	$800 per primary job, up to $120,000, disbursed following the close of fiscal year-5 for operations in Nevada. If in year 2-5 the number of jobs is less than 150 primary jobs then the payment amount is prorated to meet the new count (for example, 145 employees at $800.00 per employee for a total of $116,000 for that year).

Definitions:

(1) Periods represent 12-month increments beginning the date as negotiated upon between the agreeing parties. Catalyst Funds will be disbursed based upon actual job creation versus agreed-upon hiring objectives over a defined duration of time.

(2) Disbursement will occur upon achievement of agreed-upon milestones following commencement of operations in Nevada, and pursuant to verification of total primary jobs based in Nevada.

(3) To qualify as a primary job created, the job must be continuously in place for a minimum of 3 months prior to the end of the 12-month period, must be a full-time position, and must be eligible for healthcare benefits.

2. After the grant of Catalyst Fund Proceeds to a Sponsoring Municipality, the Sponsoring Municipality, within thirty (30) days after the close of the Award Period during which Catalyst Fund Proceeds were approved for disbursement, shall provide to the Executive Director of GOED, an initial report on the project that includes **ALL** of the following information:

   a. A description of each activity undertaken with the Catalyst Fund Proceeds and the amount of Catalyst Fund Proceeds used for each activity;

b. The return-on-investment on the Catalyst Fund Proceeds provided through the grant or loan expressed through performance measures including, but not limited to; (i) number of primary jobs created, (ii) anticipated average hourly wage to be paid for created primary jobs, (iii) capital investment, and (d) other project specific performance requirements to be determined under paragraph (d) of this Section;

c. A statement of the benefit to the public from the distribution of Catalyst Fund Proceeds, including documentation that supports the benefit; and

d. Any additional documentation that the Executive Director of GOED deems appropriate to support the grant or loan application request.

3. The Sponsoring Municipality hereby agrees to a continued reporting requirement based on disbursement of Catalyst Fund Proceeds. The Sponsoring Municipality shall make annual reports to GOED within thirty (30) days after the close of the State of Nevada's fiscal year (June 30) after the filing of the initial report described in Section III(1)(a) above is delivered. Within these subsequent reports, the Sponsoring Municipality shall provide a report to GOED that includes the following information:

   a. The number of primary jobs created as a result of each specific grant or loan made pursuant to the specific application for which this Agreement was entered into and Catalyst Fund Proceeds were disbursed;
      i. "Primary Job" as used herein shall have the definition set forth in NAC 360.474(3), defining "primary job" to mean "a position of employment offered by an applicant for a partial abatement, the compensation for which is obtained from revenue that is generated outside the economic region in which the business is located";

   b. The average hourly wage of the primary jobs created as a result of each specific grant or loan made pursuant to the specific application for which this Agreement was entered into and Catalyst Fund Proceeds were disbursed; and

   c. Confirmation that the minimum primary job target agreed to by and between the Sponsoring Municipality and the ultimate recipient of Catalyst Fund Proceeds has been reached in a given period.

4. The disbursement of Catalyst Fund Proceeds by GOED to the Sponsoring Municipality shall be made in defined installments only after an affirmative demonstration by the Sponsoring Municipality that:

   a. The agreement between the Sponsoring Municipality and the Catalyst Fund Proceeds Recipient is not in default, breach, or otherwise non-complaint by either party;

   b. The Sponsoring Municipality has provided certification of such compliance of the underlying agreement between the Sponsoring Municipality and the Catalyst Fund Proceeds Recipient through filing of a report in compliance with the requirements of Section III(2) hereof; and

   c. The Sponsoring Municipality confirms that it has no knowledge of then existing facts that would indicate the Catalyst Fund Proceeds Recipient is in danger of being unable to satisfy the requirements contained in the agreement between the Sponsoring Municipality and the Catalyst Fund Proceeds Recipient.

   d. The Sponsoring Municipality shall have no right to funds properly withheld by GOED based on the Sponsoring Municipality's failure to satisfy the requirements of Section III(3) hereof.

IV. Termination of Agreement; Reimbursement for Failure to Comply with Terms of Agreements

1. Subject to the provisions of subsections IV(2) through (4) below, the Executive Director may make a finding of noncompliance for the following circumstances:

    a. The Catalyst Funds recipient fails to relocate and/or open operations in Nevada within six (6) months following execution of its contract with the sponsoring Municipality; or

    b. The Catalyst Funds recipient fails to create primary jobs within six (6) months following execution of its contract with the Sponsoring Municipality; or

    c. The Catalyst Funds recipient fails to meet the minimum standard (50% of target) for creation of primary jobs during each of the first two periods, as defined in this Agreement, following execution of its contract with the sponsoring Municipality; or

    d. The Catalyst Fund recipient fails to remain in good legal standing, as determined by the Executive Director under advisement of legal counsel or the Board of GOED, or the recipient admits to guilt and/or is otherwise found guilty of any crime or wrong-doing; or

    e. Any substantial and material violation of this Agreement.

2. If the Executive Director believes, after a reasonable investigation, that the Catalyst Fund Proceeds Recipient fails to satisfy Section IV(1) of this Agreement, or that the Sponsoring Municipality has failed to comply with the terms of this Agreement the Executive Director may immediately cease providing the Sponsoring Municipality with funds allocated from the Catalyst Fund, and shall immediately deliver a Courtesy Notice in writing to the Sponsoring Municipality stating the reason for the alleged noncompliance, including the section of this Agreement allegedly violated, and the manner and period of time in which the alleged noncompliance may be satisfactorily corrected.

    a. Timing Requirements for Courtesy Notice - The Executive Director must provide the Sponsoring Municipality a minimum of thirty (30) days to respond to the Courtesy Notice to allow the Sponsoring Municipality the opportunity to either correct the alleged noncompliance, or to provide the Executive Director with sufficient information to establish that noncompliance has not occurred. During the period of time the Courtesy Notice is pending, the Sponsoring Municipality shall not be considered in default for the purposes of termination of this Agreement. If the alleged noncompliance is corrected, established not to exist or otherwise resolved, then no default shall exist and the Executive Director shall take no further action.

    b. Timing Requirements for Notice of Intent to Void Agreement - If the alleged noncompliance is not corrected or resolved after thirty (30) days from receipt of the Courtesy Notice, the Executive Director may determine that the Agreement is void for noncompliance and send a Notice of Intent to Void Agreement by certified mail to the Sponsoring Municipality which shall contain the Executive Director's findings and basis for making such a determination.

        i. Rights of Review For Notice of Intent to Void Agreement – Where a Sponsoring Municipality has received a Notice of Intent to Void Agreement, the Sponsoring Municipality has fifteen (15) days from the date the Executive Director serves the Sponsoring Municipality the Notice of Intent to Void Agreement to correct or resolve the alleged noncompliance, or to submit a written appeal of the Executive Director's findings to the Board of Economic Development ("Board").

    c. Remedies in the Event of Default - In the event the Sponsoring Municipality: (1) fails to correct or otherwise resolve the noncompliance without appealing the Executive Director's

determination; or (2) appeals and the Board affirms on appeal the Executive Director's findings and basis for determining this Agreement void, then this Agreement shall be declared void and the Sponsoring Municipality hereby agrees to repay to the Catalyst Fund, any amounts of the grant or loan provided in connection with the voided Agreement that have not already been disbursed by the Sponsoring Municipality to the Catalyst Fund recipient, and agrees to use reasonable efforts to claw back any amounts distributed to the Catalyst Fund Proceeds Recipient, as set forth by Section IV(3) of this Agreement.

i. Timing of Repayment Of Undistributed Funds- The Sponsoring Municipality shall repay those amounts that have not already been disbursed by the Sponsoring Municipality to the Catalyst Fund Recipient within thirty (30) days of receiving notice of the Board's affirmation of the Executive Director's determination, or upon expiration of fifteen (15) days after receiving a Notice of Intent to Void Agreement if no appeal is made and the noncompliance remains uncorrected or unresolved.

1. Interest - The Sponsoring Municipality shall pay interest on the amount due at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the period of the grant or loan until the full repayment of the Catalyst Fund Proceeds provided by grant or loan on the amount it agrees to repay if it fails to repay the funds within the thirty (30) day period described above. The Sponsoring Municipality shall have no obligation to repay to the Catalyst Fund any amount it has disbursed to the Catalyst Fund recipient prior to the date it receives the Notice of Intent to Void Agreement by certified mail.

d. For purposes of this Section IV of the Agreement, "Courtesy Notice" shall mean a written notice from GOED, the Executive Director, or its agent to the Sponsoring Municipality regarding the alleged violation of this Agreement and the provision of this Agreement so violated. The Courtesy Notice shall set forth the date the Courtesy Notice was provided, and the corresponding thirty (30) days within which the Sponsoring Municipality has to cure the alleged breach.

3. If the Sponsoring Municipality or GOED, after reasonable investigation, find that the Catalyst Fund Proceeds Recipient failed to use or misused the Catalyst Fund money in accordance with the terms of the agreement between the Sponsoring Municipality and the Catalyst Fund Proceeds Recipient, the Catalyst Fund Proceeds Recipient shall repay to the Sponsoring Municipality the amount of the grant or loan that was received. The Catalyst Fund Proceeds Recipient shall, in addition to the amount of the grant or loan required to be repaid pursuant to this subsection, pay interest on the amount due at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the period of the grant or loan until the full repayment of the Catalyst Fund Proceeds provided by grant or loan. The Sponsoring Municipality must repay the Catalyst Fund within thirty (30) days of receipt of repayment from the Catalyst Fund Proceeds Recipient. The Sponsoring Municipality agrees to use its best efforts to secure repayment and interest from the Catalyst Fund Proceeds Recipient, and ensure reimbursement of those funds to the Catalyst Fund of the State of Nevada.

4. For purposes of this Section IV of the Agreement, "misused" shall mean any failure to specifically comply with the express terms of this Agreement, the agreement between the Sponsoring Municipality and the Catalyst Fund Proceeds Recipient, or any specific provision of NRS 231.1571 to 231.1579.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date written above.

SPONSORING MUNICIPALITY

City of Las Vegas, a political subdivision of the State of Nevada

By: _____

Name: Carolyn G. Goodman

Title: Mayor

ATTEST:

By: _____

Name: Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

M. Nichols ESQ.

Date 11-3-14

STATE OF NEVADA

Acting by and through the Nevada Governor's Office of Economic Development

By: _____

Steven D. Hill, Executive Director

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

This Catalyst Fund Agreement ("Agreement") is entered into on February 20, 2013, by the City of Las Vegas ("City"), and Take-Two Interactive Software, Inc., a Delaware corporation ("Take-Two"). City and Take-Two are individually or collectively referred to herein as the "Party" or the "Parties".

RECITALS

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

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

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

D. City through EUD has entered into an agreement dated February 20 2013 with GOED which sets forth the terms and conditions of the award of the Catalyst Funds to EUD for distribution by EUD to Take-Two, a copy of which is attached to this Agreement as Attachment B (the "GOED Agreement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City:

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

If to Take-Two:

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

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

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

9. Miscellaneous.

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

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

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

SIGNATURES ON NEXT PAGE

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

Take-Two Interactive Software, Inc.

By:_____

Title:_____

Date:_____

City of Las Vegas

By:_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

By:_____
Date
2-5-13

Attachments

Attachment A – GOED Application

Attachment B – GOED/City Agreement

Attachment C – Minimum Information for Financial Viability Analysis

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

Take-Two Interactive Software, Inc.

By: Chad Cyr

Title: SVP, Head of Global HR

Date: 2-20-13

City of Las Vegas

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

By: _____ Date 2-5-13

Attachments

Attachment A – GOED Application

Attachment B – GOED/City Agreement

Attachment C – Minimum Information for Financial Viability Analysis

Attachment A

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

SUBMITTING ORGANIZATION INFORMATION

Local Government Submitting: The City of Las Vegas

Authorized Representative

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

Organization: Economic and Urban Development

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

Mailing Address: Same

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

E-mail Address: barent@lasvegasnevada.gov

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

Signature _____ Date _____

(Regional Development Authority Representative)

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

Signature _____ Date 11/29/12

(Local Government Representative)

William Arent

PROJECT CHARACTERISTICS (Check all that apply)

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

INDUSTRY CLUSTER

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

PROJECT SUMMARY

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

Amount requested: $600,000

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

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

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

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

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

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

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

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

☒ Attach the Regional Application from the project or business

☒ Attach local Catalyst Fund Application and describe:

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

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

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

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

Governor's Office of Economic Development
Catalyst Fund Application

Submitting Organization Information

BUSINESS SUBMITTING: Take-Two Interactive Software, Inc.

Authorized Representative

Name: Tim Clausen Title: Attorney

Organization: Lewis and Roca

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

Mailing Address: Same

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

Email Address: tclausen@lrlaw.com

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

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

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

Governor's Office of Economic Development
Catalyst Fund Application

PROJECT SUMMARY

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

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

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

☒ Is this request for a Grant X or a Loan

☒ Amount requested: Up to $600,000

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

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

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

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

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

☒ Projected start date: February 2013 Completion date: Same

PROJECT CHARACTERISTICS (Check all that apply)

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

INDUSTRY CLUSTER

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

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

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

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

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

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

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

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

☒ Attach a schedule of jobs created

☒ Attach a schedule of employee benefits

Attachment B

Contractual Terms and Agreement for Catalyst Fund Proceeds

The Board of Nevada Governor's Office of Economic Development

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

I. Approved Catalyst Fund Proceeds.

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

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

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

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

III. Regional Development Authority Reporting Requirements

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

IV. Reimbursement for Failure to Comply with Terms of Agreements

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

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

Attachment C

Minimum Information for Financial Viability Analysis

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

Contractual Terms and Agreement for Catalyst Fund Proceeds

The Board of Nevada Governor's Office of Economic Development

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

I. Approved Catalyst Fund Proceeds.

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

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

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

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

III. Regional Development Authority Reporting Requirements

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

IV. Reimbursement for Failure to Comply with Terms of Agreements

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

Regional Development Authority City of Las Nevada on behalf of City of Las Vegas Office of Economic and Urban Development	Approved:	Executive Director, GOED 3/28/13
Address 495 South Main Street, 6th Floor		Nevada Governor's Office of ECONOMIC DEVELOPMENT
City, State, Las Vegas, Nevada 89101	Phone 702-229-6552	
Signature Carolyn G. Goodman	Date 4/4/13	808 West Nye Lane Carson City, NV 89703

NCED (CTIA 0907)

Attest: By
BEVERLY K. BRIDGES, MMC, City Clerk

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
For possible action to approve award of Contract No. 140211-TB, Water Pollution Control Facility On-Line Training located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: 360WATER, INC. (Not-to-Exceed $914,860 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $914,860
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides online training on how to operate and maintain the equipment at the Water Pollution Control Facility. In addition, this project consists of converting the current Environmental Systems Technician training to online training to allow for 24x7 access. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. 360Water, Inc. is located in Ohio.

PCC: T. Boyce
POC: Gordon Baugh - (614) 937-0087

RECOMMENDATION:
That City Council approve award of Contract No. 140211-TB, Water Pollution Control Facility On-Line Training to 360Water, Inc. in the not-to-exceed amount of $914,860. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 140211-TB
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR ON-LINE TRAINING PROGRAM FOR THE WATER POLLUTION CONTROL FACILITY SERVICES

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 360WATER, Inc., (a corporation organized and existing under the laws of the State of Ohio, (hereinafter the "Company") having its principal office located at 965 West Third Avenue, Columbus, Ohio 43212.

SECTION A – Subject of Contract

The subject matter of this Contract is the On-Line Training Program for the Water Pollution Control Facility.

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 Not-To-Exceed Contract. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts, which shall include all incidental expenses:

Item No.	Description	Not-to Exceed Amount
1	Task 1 Convert Existing EST Curriculum to Online Format	$409,987
2	Task 2 On-line Tracker for EST Hands on Tests	$ 34,288
3	Task 3 Training on Existing Equipment	$222,156
4	Task 4 Electronic Operations and Maintenance Interface	$ 63,795
5	Task 5 Plant Tour	$ 51,269
6	Miscellaneous Task Orders	$ 83,394
7	Reimbursable Travel	$ 49,971
	Total	$914,860

(b) The Company will invoice the City monthly as a percentage of completion of each task

(c) If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $167.00 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager.

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

(a) The Company shall submit an invoice to the City in accordance with Section B-3

All invoices should identify the following items:

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

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

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

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

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
(ii) copy of the applicable Deliverable associated with the invoice

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date and continues through the completion of services provided, anticipated to be no later than December 31, 2018, unless extended through mutual agreement by both parties.

(b) The Company shall provide services in accordance with Attachment No.3 " Delivery Schedule",

B-6 Contract Term/Delivery Schedule – Miscellaneous Task Order

(a) Task Orders not specified in those listed as Tasks 1- 5 may be issued under this Contract up to an aggregate amount of $83,394.

(b) A specific delivery schedule will be agreed upon by both parties, and will be established in each Task Order, and the Company shall perform in accordance with that schedule. Any Task Order issued during the term of this Contract and not completed within that period shall be completed by the Company within the time specified in the Task Order. This Contract shall govern the parties' rights and obligations with respect to that Task Order to the same extent as if the Task Order were completed during the Contract's effective term.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the services to provide On-Line Training for the Water Pollution Control Facility to protect the equipment for new capital projects. This program provides verification that the staff know how to operate and maintain equipment. The Training will help lower the risk of equipment failure and verifies that the staff has understood the requirements to maintain the equipment to get the full amount of useful life for the equipment.

The Company shall convert the current Environmental Systems Technician (EST) Training to an on-line training system to ensure uniformity of staff's skill sets through providing training 24 hours a day and at days a week. This training system will give staff a path a clear understanding of requirements to fulfill service to the utility.

The Company shall perform the tasks specified in Attachment No. 2 "Scope of Work"

C-2 Deliverables

The Company shall complete Tasks 1-5 with the deliverables as specified in Attachment 5 "Deliverables and EST Project Estimated Fee Breakdown".

C-3 Miscellaneous Task Orders

The Company shall provide On-line training services.

Each Task Order will be issued through the following procedure:

(a) **Service Proposal** – The City will request a proposal for a specific Task Order and will provide the following information pertinent to the task:

- (i) Proposal instructions
- (ii) A statement of work
- (iii) A description of expected deliverables
- (iv) A completion date
- (v) Other special terms and conditions

The Company will respond with a proposal based on the labor rates defined in Attachment No. 4 "EST Project, Titles, Rates & Key Personnel". The proposal will be subject to negotiation.

(b) **Task Order Required Information –** The City will evaluate each Task Order proposal. The City is under no obligation to award a Task Order. Each Task Order issued by the City will contain the following information and will be funded through a corresponding purchase order:

(i) Order date
(ii) Contract number and task order number
(iii) Purchase Order Number
(iv) Statement of Work and Deliverables
(v) Period of performance, place of performance and delivery schedule
(vi) A Firm-Fixed Price

(c) **Authorization for work to begin –** A purchase order will be issued to authorize work to begin on an approved Task Order.

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: Attn: Laura Tegethoff
360water, Inc.
965 West Third Avenue
Columbus, Ohio 43212
Fax: (614) 294-3601

(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/Key Personnel [CAO-7/24/08] R

(a) The City designates John Bettencourt 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 Gordon Baugh 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.

(c) The Company designates the personnel listed in Attachment 4 "EST Project, Titles, Rates and Key Personnel". The Company will utilize the listed personnel to work on this Contract. Any changes require approval from the City Project Manager.

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.

(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)]	10/20/2014	2
Attachment 2	Scope of Work	10/15/2014	11
Attachment 3	Delivery Schedule	10/15/2014	1
Attachment 4	EST Project Titles, Rates, & Key Personnel	10/15/2014	1
Attachment 5	Deliverables and EST Project Estimated Fee Breakdown"	10/15/2014	1

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO Date
Manager, Purchasing and Contracts

ATTEST:

BEVERLY K. BRIDGES, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 10-27-14
Deputy City Attorney Date

360WATER, INC.

LAURA T. RAISH, President Date

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: 360water, Inc.	**Services for:** WPCF On-line Training
Address: 965 W. Third Avenue Columbus, OH 43212	
Telephone: (614)294-3600	**Project Number:** Contract No. 140211-TB
EIN or DUNS : 31-1704111	

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.	Laura T. Raish/President	965 W. Third Avenue, Columbus, OH 43212	(614)294-3600
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

STATE OF: OHIO
COUNTY OF: FRANKLIN

Laura T. Raish
Name

Oct 20, 2014
Date

Subscribed and sworn to before me this 20th day of October, 2014

Notary Public

NOTARIAL SEAL STATE OF OHIO

MONICA A. SIMPSON
Notary Public, State of Ohio
My Commission Expires 01-26-2016

Scope of Work

The Company will perform the work as described in the following tasks.

Task 1 Convert Existing EST Curriculum to Online Format

This task has been contracted to convert the existing EST curriculum content into the 360water online training platform. The existing EST curriculum is inclusive of illustrations, photos, and detailed task steps.

The City will provide the following EST curriculum:

EST Step 1 Curriculum		
#	Unit Name	PGS
1	Intro WPCF	53
2	Prog Intro	44
3	Skill Block Comp	40
4	Policy/Proced	18
5	Safety	167
6	Measurement	131
7	Drawing	116
8	Hand/Pwr Tools	90
9	Mechanical	150
10	Electrical	40
11	Operations	83
12	Instruments	27
13	SCADA	69
14	WAM*	39
Total		**1067**

EST Step 2 Curriculum		
#	Unit Name	PGS
1	Administration	10
2	Maintenance	136
3	Operations	125
4	Instrumentation	28
5	Laboratory	78
6	Env Compliance	21
7	HVAC	10
Total		**408**

EST II Curriculum		
#	Unit Name	PGS
1	Administration	7
2	Maintenance	1302
3	Operations	461
4	SCADA	139
5	WAM*	26
6	Laboratory	173
Total		**2108**

EST III Curriculum		
#	Unit Name	PGS
1	Administration	19
2	Maintenance	790
3	Operations	34
4	SCADA	43
5	WAM*	32
6	Laboratory	36
Total		**954**

EST CURRICULUM	PGS
EST I Step 1 Total	1067
EST I Step 2 Total	408
EST II Total	2108
EST III Total	954
GRAND TOTAL	**4537**

*Since no screenshots are included in the WAM material, additional hours will be provided for those courses to account for additional photos and screen capture videos.

Test Documents are inclusive of Matching, Multiple Choice, True & False.

EST TEST DOCUMENTS		
EST LEVEL	**TESTS**	**ITEMS**
EST I Step 1 Total	19	825
EST I Step 2 Total	3	152
EST II Total	15	508
EST III Total	13	337
GRAND TOTAL	**50**	**1822**

EST Conversion Plan.

1.1. Document Review. Confirm relevancy and accuracy of the source material.

a. 360water will meet with COLV staff to review 300 pages of source material at a time, and determine its relevancy and accuracy. Content may be edited based upon determinations made by COLV staff.
b. In the event that document review is completed and time remains available, then 360water staff will continue reviewing documents beyond the 300 pages, or conduct maintenance interviews for existing equipment courses (Task 3), or take photography/video for the digital plant tour deliverable (Task 5).
c. Time Required. 3 days every 2 months for the duration of the task order.

1.2. Create Online Courseware.

EST course content that has been determined to be relevant and accurate will be converted into one (1) hour training courses in the same online format as currently provided by 360water to the City of Las Vegas.

Courseware will be programmed in the same operating system used at http://colv.360water.com and the courseware will meet these specifications:

a. Intermittent Quizzes and Quiz Questions.
b. End of Training Course Examination.
c. Wrong answer notification and explanation.
d. Correct answer notification and explanation.
e. 100% test proficiency requirement before a certificate of completion is generated by the operating system.
f. A real time clock on screen verifies the time spent on the course material.
g. Automatic bookmarking within the courseware that allows a user to exit a training course and re-start on demand (in case of power outage or an emergency in the facility).

1.3. Web Programming: Matching Question Type.

Additional web programming will be needed to create the Matching question type. This web programming will be performed at the start of the project so that all matching questions can be used as needed during online course creation.

Assumptions

- The City will provide all necessary information to Consultant.
- The EST curriculum, as provided, contains sufficient illustrations, graphics, and instructional objects.
- 360water will travel from Ohio to Nevada to perform the document review.

TASK 2 Online Tracker for EST Hands On Tests

This task has been contracted to create an online tracking system for the hands on testing portion of the EST curriculum.

2.1. Web Programming: Tracker Feature & Tablet Optimization.

The tracking system will consist of an online interface by which test proctors can record hands on test results as they occur in the field. The interface will be part of the ADMIN screens within the online training website. The ADMIN screens, as well as the entire online training website, will be optimized for tablet use.

Tablets will be provided by the City for use by proctors in recording the hands on test results in the field. 360water will work with the City to determine desired tablet specifications and quantity, as well as a suitable durable case for each.

Each Hands On Test will consist of a number of tasks. The tracking system interface will be limited to the following data fields, for each test task: Task Number, Task Description, Standard, Met Standard (Y/N), Date & Time, ADMIN Username, User Username.

While the tracking system interface will be designed primarily for the ADMIN proctor to record hands on test results, an additional interface will be added for non-proctor users to view their results as well (read-only). The hands on test results will be added to the relevant categories within the EST course listings page, as a reference for curriculum progress for the user.

The Tracker Feature requires internet access for the field tablets. The City will ensure available internet connectivity for the tablets at the plant, either by WIFI or other wireless data service.

2.2. Onsite Testing.

360water will send a web programmer to test the system operation in the field to ensure the tablets and optimized interface work well together.

Assumptions

- The data fields needed for each test task are listed above.
- The City will test and provide feedback on the usability of this feature when ready, so final modifications can be made in a timely manner.

- The City will provide the desired tablets and will ensure available internet connectivity for the tablets at the plant, either by WIFI or other wireless data service.

TASK 3 Training on Existing Equipment

This task has been contracted to create customized operations and maintenance training on existing equipment at the facility.

3.1. Write O&M Courseware: Existing Equipment

The Customized O&M Courseware will be able to evaluate and test the operators on:

a. Start-up /Shut down of equipment
b. Basic operations, maintenance and safety
c. Trouble shooting techniques

All course writing will be in a manner that can be understood by the typical plant operator. Courses will list manufacturer data and specs for the devices in question, whenever this information is available. For any process that refers to a checklist or maintenance log, a copy of the form shall be included in the training. Key words and phrases, as well as a table of acronyms, will be available outside the courses as a reference document in the online document library.

Once complete, each O&M course will be loaded onto the website and organized within the categories and menu drop downs according to the structure (process areas) of the plant in question.

3.2. Digital Capture & Maintenance Interviews

The consultant will perform digital capture visits to gather photographs and video of equipment and specific procedures for these courses. The City will designate suitable plant experts for maintenance interviews on the exiting equipment. During these interviews, the expert will explain any additional rules-of-thumb, procedures, or background information not included in the source materials. Each digital capture visit of 3-6 hours should be sufficient to cover 2-3 pieces of equipment. The photographs and video will be processed and inserted into the courseware where appropriate.

3.3. Quarterly Review Workshops

The consultant will also travel onsite to conduct quarterly workshops with plant Operations & Maintenance staff to review the courseware content and gather feedback/changes. Each workshop will be 3 hours in length. There will be 4 workshops per year (quarterly).

3.4. QR Codes & Engraving

In addition, QR codes will be placed in the field at relevant equipment locations for plant staff to bring up all relevant content from the training website using the tablets. Each QR code will bring up a separate piece of equipment, showing the equipment, a brief description, and listing all course modules, documents, and videos. (Alternatively, adjacent equipment can be grouped under a single tag). The QR tags will be engraved on stainless steel for longevity in the field. The tablets will include a camera and any necessary software to read the tag and take the user to the proper link.

Assumptions

- The City will provide the operations and maintenance manuals, SOPS, trouble-shooting guides, process documents, and relevant material.
- 360water will be provided access to the facility to take digital photography and digital video.
- The City will make available staff for interviews on the operations and maintenance of the facility.

TASK 4 Electronic O&M Interface

This task has been contracted to archive online the relevant O&M source materials for all online course modules, as well as related produced videos and map interface links. Archived materials will be accessed online at http://colv.360water.com.

4.1. Web Programming: Electronic O&M Interface

Web programming will be performed to create the upload/download interface, as well as dropdown menus to organize all content on specific web pages for ease of navigation. In addition to dropdown menu functionality, the site will provide a graphical, map-based interface for navigation through the archive. Users will navigate to both the training courses as well as the archived O&M documentation and videos.

4.2. Documents & Video Uploading / Archiving

All source materials used for online course creation (including both the EST curriculum and the customized O&M online courses) will be archived on the training website. All of these files will be viewable using the Internet Explorer web browser, and other browsers; however, documents will only be browser-viewable provided that the end user has the appropriate plug-in installed to read the given file type (e.g. Adobe Acrobat Reader for PDF files). O&M documents will always be offered with the option of downloading the electronic file to a user's PC.

4.3. Maps Screens Update

The map screens will display icons that link to an electronic O&M manual and/or online course. Working with the City staff, the consultant will update the navigational map screens during the course of the contract.

Assumptions

- The City will provide the archived O&M materials in paper hard copy, or if possible, electronic copy such as PDF file format.
- The City will provide plan view drawings of the appropriate facility areas.
- The City will make available staff for interviews on the archived O&M materials.
- The City will maintain the appropriate Internet browser and reader software on its PCs.

TASK 5 Digital Interactive Plant Tour

This task has been contracted to create a digital interactive plant tour. The interactive plant tour will be accessed online at http://colv.360water.com.

5.1. Web Programming: Plant Tour Feature

The plant tour will display the facility footprint on a map. The map is dynamic. The user can navigate across the map and view the outside and inside of the facility. Treatment and process locations will be viewable and labeled. Treatment flow will be mapped and viewable. Descriptions of unit processes and associated equipment will be viewable, including photographs.

5.2. Construct Plant Tours

Each plant tour will follow a process stream. Content will be gathered from the field (photos, videos) and unit process summaries will be written, making use of plant feedback. Plant tour content will then be combined to create the plant tours. 3 tours will be provided, one for each of the following process streams: wet stream, solids stream, storm* stream. (* can be changed to another.)

Assumptions

- The City will provide access to the facility for digital photography and video.
- The City will provide accurate site drawings and aerial photographs, if available.
- The City will provide access to appropriate staff for interviews about the facility and its functions.

Contract No. 140211-TB
WPCF On-Line Training Program
Attachment No. 2
Scope Of Work

Contract No. 140211-TB
WPCF On-Line Training Program
Attachment No. 3
Delivery Schedule

360water COLV EST Project, Timeline

TASK	NAME	Total Days Required	% Completion																	
			Year 1						Year 2						Year 3					
			Day 60	Day 120	Day 180	Day 240	Day 300	Day 360	Day 420	Day 480	Day 540	Day 600	Day 660	Day 720	Day 780	Day 840	Day 900	Day 960	Day 1,020	Day 1,080
1	**EST Conversion to Online Courses**	**960**	6%	13%	19%	25%	31%	38%	44%	50%	56%	63%	69%	75%	81%	88%	94%	100%		
1.1	Document Review																			
1.2	Create Online Courseware																			
1.3	Web Programming: Matching Question Type																			
2	**Hands On Tracker & Tablet Optimization**	**130**			46%	92%	100%													
2.1	Web Programming: Tracker Feature & Tablet Optimization																			
2.2	Tablets																			
2.3	Onsite Testing																			
3	**Existing Equipment Courses**	**780**				8%	15%	23%	31%	38%	46%	54%	62%	69%	77%	85%	92%	100%		
3.1	Write O&M Courseware: Existing Equipment																			
3.2	Digital Capture & Maintenance Interviews																			
3.3	Quarterly Review Workshops																			
3.4	QR Codes & Engraving																			
4	**Electronic O&M Interface Feature (Docs, Video, Map)**	**180**							33%	67%	100%									
4.1	Web Programming: Electronic O&M Interface																			
4.2	Documents & Video Uploading / Archiving																			
4.3	Map Screens Update																			
5	**Plant Tour Feature**	**195**											31%	62%	92%	100%				
5.1	Web Programming: Plant Tour Feature																			
5.2	Construct Plant Tours																			

360water COLV EST Project, Titles & Rates

Name	Title	Rate
Laura Tegethoff	Project Director	$ 163.34
Gordon Baugh	Project Manager	$ 113.44
Bob Russell	O&M Manager	$ 83.35
Sean Kegel	Web Developer	$ 90.34
Rachael Pasini	Technical Writer	$ 79.16
Hollis Davis	Technical Writer	$ 79.16
Shivan Barwari	Technical Writer	$ 79.16
Meredith Davies	Technical Writer	$ 79.16
Monica Simpson	O&M Support	$ 46.42

Contract No. 140211-TB
WPCF On-Line Training Program
Attachment No. 5
Deliverables and EST Project Estimated Fee Breakdown

360water COLV EST Estimated Project, Fee Breakdown

TASK	NAME	Project Director	Project Manager	O&M Manager	Web Developer	Technical Writers	O&M Support	QTY	LABOR SUMMARY	LABOR SUMMARY	TRAVEL	TOTAL COST
		$ 163.34	$ 113.44	$ 83.35	$ 90.34	$ 79.16	$ 46.42		HRS	COST	COST	
1	**EST Conversion to Online Courses**											
1.1	Document Review	1	5		2	57	2	15	1005	$ 82,741	$ 28,208	$ 110,949
1.2	Create Online Courseware	9	36		1280	2364	84	1	3773	$ 312,216		$ 312,216
1.3	Web Programming: Matching Question Type		5	12	148		2	1	167	$ 15,030		$ 15,030
	TASK 1 Subtotal								4945	$ 409,987	$ 28,208	$ 438,195
2	**Hands On Tracker & Tablet Optimization**											
2.1	Web Programming: Tracker Feature & Tablet Optimization	3	15	28	275	5	5	1	331	$ 29,996		$ 29,996
2.2	Onsite Testing		2		45			1	47	$ 4,292	$ 1,555	$ 5,847
	TASK 2 Subtotal								378	$ 34,288	$ 1,555	$ 35,843
3	**Existing Equipment Courses**											
3.1	Write O&M Courseware: Existing Equipment		5	5	13	40	4	15	1005	$ 82,655		$ 82,655
3.2	Digital Capture & Maintenance Interviews	1	14	10	28	102	3	5	790	$ 66,639	$ 7,772	$ 74,411
3.3	Quarterly Review Workshops	1	10	15	10	52	3	8	728	$ 61,654	$ 12,436	$ 74,090
3.4	QR Codes & Engraving		1		1			55	110	$ 11,208		$ 11,208
	TASK 3 Subtotal								2633	$ 222,156	$ 20,208	$ 242,364
4	**Electronic O&M Interface Feature (Docs, Video, Map)**											
4.1	Web Programming: Electronic O&M Interface	3	20	40	428		5	1	496	$ 44,989		$ 44,989
4.2	Documents & Video Uploading / Archiving		1.25					55	68.75	$ 7,799		$ 7,799
4.3	Map Screens Update	2	20	15	77	2	1	1	117	$ 11,007		$ 11,007
	TASK 4 Subtotal								681.75	$ 63,795	$ -	$ 63,795
5	**Plant Tour Feature**											
5.1	Web Programming: Plant Tour Feature	3	20	24	145		4	1	196	$ 18,044		$ 18,044
5.2	Construct Plant Tours	1	10	12	5	104	2	3	402	$ 33,225		$ 33,225
	TASK 5 Subtotal								598	$ 51,269	$ -	$ 51,269
								TOTALS	9235.737	$ 781,495	$ 49,971	**$ 831,466**
										Miscellaneous Task Orders		**$ 83,394**
											GRAND TOTAL	**$ 914,860**

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: 360water, Inc.	**Services for:** WPCF On-line Training
Address: 965 W. Third Avenue Columbus, OH 43212	
Telephone: (614)294-3600	**Project Number:** Contract No. 140211-TB
EIN or DUNS : 31-1704111	

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.	Laura T. Raish/President	965 W. Third Avenue, Columbus, OH 43212	(614)294-3600
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

STATE OF: OHIO
COUNTY OF: FRANKLIN

Laura T. Raish
Name

Oct 20, 2014.
Date

Subscribed and sworn to before me this 20th day of

October, 2014

Notary Public

NOTARIAL SEAL STATE OF OHIO

MONICA A. SIMPSON
Notary Public, State of Ohio
My Commission Expires 01-26-2016

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
For possible action to approve award of Bid No. 13.46803-TF, Sewer Rehab Group E located on Mayflower Lane from Decatur Boulevard to Valley View Boulevard, Alta Drive from Valley View Boulevard to Rancho Drive and Rancho Drive from Belrose Street to Charleston Avenue and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($1,088,706 - Sanitation Enterprise Fund) - Wards 1 and 5 (Tarkanian and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,088,706
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Work on this project generally involves the repair or replacement of approximately 5,600 feet of sewer lines and various sewer manholes. Las Vegas Paving is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Jake Marshall - (702) 251-5800

RECOMMENDATION:
That City Council approve award of Bid No. 13.46803-TF, Sewer Rehab Group E to Las Vegas Paving Corporation in the amount of $1,088,706 and approve the construction conflicts and contingency reserve of $108,870. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

13.46803-TF
Sewer Rehabilitation Group E

				Las Vegas Paving Corporation	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAY	30	$500.00	$15,000.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	30	$300.00	$9,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$100,000.00	$100,000.00
622.01	CONSTRUCTION SURVEYING	LS	1	$4,100.00	$4,100.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$70,000.00	$70,000.00
637.01	DUST CONTROL	LS	1	$3,000.00	$3,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$1,100.00	$1,100.00
690.02	12-INCH CURED-IN-PLACE PIPE LINER	LF	4,118	$87.00	$358,266.00
690.03	15-INCH CURED-IN-PLACE PIPE LINER	LF	1,390	$96.00	$133,440.00
690.04	10-INCH CURED-IN-PLACE SPOT REPAIR	EA	1	$4,500.00	$4,500.00
690.05	15-INCH CURED-IN-PLACE SPOT REPAIR	EA	2	$4,600.00	$9,200.00
691.01	COATING EXISTING 48 INCH MANHOLE (> 5' DEPTH AND <10' DEPTH)	EA	9	$5,300.00	$47,700.00
691.02	COATING EXISTING 48 INCH MANHOLE (> 10' DEPTH AND <15' DEPTH)	EA	1	$6,400.00	$6,400.00
695.01	DIVERSION OF SEWAGE FLOW	LS	1	$327,000.00	$327,000.00
	Total Base Bid Amount				**$1,088,706.00**
	% Greater than Lowest Responsive & Responsible Bidder				
	Certificate of Eligibility Submitted			**Yes**	
	Bidder's Preference Received			**No**	
	Responsive Bidder			~~CLICK TO SELECT~~ Yes	
	Responsible Bidder			~~CLICK TO SELECT~~ Yes	
	Engineer's Estimate: $1,556,149.00				

TO: Dept. Mngr. or Designee Please review and approve recommended award to

Las Vegas Paving Corporation in the amount of $ 1,088,706

Purchasing & Contracts Representative — 10-21-14 Date

Quality Assurance Administrator — 10-29-14 Date

Using Department Authorized Signature — 10/30/14 Date

Rev. 04.03.14

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:

For possible action to approve award of Contract No. 150085-TF, Code Consulting, Fire Protection Engineering and Accessibility Analysis Services Contract for D&E Isolation Cell Addition located at 3100 Stewart Avenue - Department of Public Works - Award recommended to: PCNA CONSULTING GROUP, INC. ($55,000 - Detention and Enforcement Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $55,000
Funding Source: Detention and Enforcement CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

Consultant services include design of a smoke and fire protection control system for the isolation cell addition at the detention facility. Award of this contract is recommended by the City of Las Vegas consultant selection committee. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. PCNA Consulting Group, Inc. is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Michael Gentille - (702) 834-6200

RECOMMENDATION:

That City Council approve award of Contract No. 150085-TF, Code Consulting, Fire Protection Engineering, and Accessibility Analysis Services Contract for D&E Isolation Cell Addition to PCNA Consulting Group, Inc. in the amount of $55,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 150085-TF
2. Certificate - Disclosure of Ownership/Principals

CODE CONSULTING, FIRE PROTECTION ENGINEERING, AND ACCESSIBILITY ANALYSIS SERVICES AGREEMENT
FOR
D&E ISOLATION CELL ADDITION

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **PCNA CONSULTING GROUP, INC**, (the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada**, whose address is **7935 W. Badura Ave, Suite 1045, Las Vegas, NV 89113**.

WITNESSETH:

WHEREAS, the City intends to construct the **D&E ISOLATION CELL ADDITION.** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

1.03 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

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

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

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

City.

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

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

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

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

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

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

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Agreement, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.02.

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this

Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

D. ***Delivery of Documents.***

(i) In the event of the completion of this Agreement and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

(ii) In the event of the suspension or termination of this Agreement, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Agreement through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Agreement shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Agreement for any disputed payment claims.

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from

claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.17 ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

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

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

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

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

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

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

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

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

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

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

10.24 ***Counterparts; Electronic Delivery.*** 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.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of March 13, 2014.

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

CITY OF LAS VEGAS

By_____
Yolanda Jones, Manager, Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 10/28/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Michael R. Gentille, C.B.O., PCNA Consulting Group, Inc

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: INCLUDE

PCNA Group will provide services as follows:

A. Design Development (DD)

1. Participate in the initial kick-off meeting with owner representatives and the design team to coordinate overall design approach and delivery/permitting schedule.

2. Coordinate with the Architect and the design team to develop specific project criteria with an emphasis on VALUE ENGINEERING opportunities through the application of construction types, required separations, and site fire protection elements.

3. Prepare a Preliminary **Master Code Analysis** to establish applicable codes and define required Alternate Methods & Materials requests (if any).

4. Initiate coordination with both City of Las Vegas Building & Fire Departments with respect to project design intent, scope of work deliverables, and submittal schedule.

5. Create preliminary **Master Egress Drawings** for project team distribution. They will identify potential egress design issues, and recommend the most efficient solutions.

6. Create first draft of the **Fire Protection Report** (FPR) for project team distribution.

7. Create first draft of the **Rational Analysis Report & Simulation**. Report to include:

   - Review type, quantities, and configurations of combustibles materials available to determine characteristics of expected representative fuel package.
   - Propose and receive acceptance from CLVF&R, the client, and others of the set of tenability conditions (such as maximum temperatures, smoke generation rate, smoke height above the floor, etc.) applicable to the occupancy based on the representative fuel package.
   - Use analytical software (ex: *Fire Dynamics Simulator (FDS), Consolidated Model of Fire and Smoke Transport (CFAST), Detector Actuation (DETACT), and others*) to determine expected fire temperatures, smoke generation rate, time duration of the fire, automatic sprinklers activate time, etc.
   - Analyze the proposed smoke control/ removal system for resultant conditions such as expected smoke heights, exhaust rates, etc.
   - Analyze the resultant fire environments, conditions, occupant movement/ evacuation, and develop conclusions.
   - Develop a detailed rational analysis report reflecting the results and conclusions of the fire model. Report to be submitted for approval.

8. Conduct a plans-check reviews for both 50% & 100% DD drawings to summarize non-compliant conditions with respect to Building, Accessibility, and Fire & Life Safety code issues.

9. (If Applicable) Prepare first draft of Alternate Methods & Materials requests. Up to two (2) requests are included in this scope of work.

10. Participate in bi-weekly project team meetings, and telephonic meetings as required.

B. Construction Documents (CD)

1. Prepare **Combined Smoke Control Drawings** based on a combination of information derived from the FPR, Mechanical Engineering design drawings, and coordination with design/build contractors including sprinklers and fire alarm system.

2. Submit final **Master Egress Drawings** to the CLV Building & Fire Departments (as part of FPR submittal package) for review/approval.

3. Submit final **Fire Protection Report** to the CLV Building & Fire Departments for review/approval. This submittal to the City is anticipated to occur at approx. 50% CD stage.

4. Submit final **Rational Analysis Report & Simulation** to CLV Fire Department for review/approval.

5. Submit "Substantially Completed" **Combined Smoke Control Drawings** to CLV Fire Department for review/approval. This submission is not generally deemed complete until the final sprinkler and fire alarm system (deferred submittal) documents are approved for construction. However, submitting them at this stage will allow for construction inspections to proceed without delay.

6. Review design submittal plans with respect to plan layouts changes, and provide mark-ups to the architect for incorporation into the final design submittal package.

7. Revise and update Master Code Analysis as design progresses. Final version to be included in the Architectural Design Submittal package (by the project architect).

8. Conduct a plans-check review on 50% & 95% CD drawings for compliance with applicable Building, Accessibility, and Fire & Life Safety code requirements.

9. (If applicable) Submit Alternate Methods & Materials application package(s) to AHJ.

10. Participate in bi-weekly project team meetings, and telephonic meetings as required.

11. Respond to CLV plan-review/peer-review comments for all scope of work deliverables through permit issue/final release. This includes providing either additional clarifications regarding the drawings and reports, or suggesting cost-effective modifications to resolve outstanding issues.

C. Construction Administration (CA)

1. Respond to contractor RFI's as related to scope of work related items.

2. Perform Building Code, Fire Protection & Life Safety, ADA/Accessibility and Usability Review Audits during various phases of construction to assure compliance with the design criteria, and to address non-anticipated field conditions with cost-effective remediation alternatives. Two (2) field audits are included, and should occur at approximately; 50% and 90% completion of construction.

3. Issue a report of findings based on each audit cycle as noted above. Reports will identify deficiencies, non-compliant conditions, and recommend cost-effective solutions for code-compliant remediation.

ARTICLE 101: SCOPE OF PROJECT

The scope and location of the Project is generally described as follows: The CLV Detention & Enforcement Isolation Addition project consists of the proposed expansion to the existing Group I-3 Detention Facility. It will include the addition of new inmate cells on both the first floor and a mezzanine level, dayroom area, storage areas, and back-of-house areas.

Because the new addition is being designed as a "windowless building" (per 2012 IBC, Section 408.9), an engineered smoke control system must be designed and provided for the facility. This requirement mandates the preparation/submittal of **Combined Smoke Control Drawings** to the City of Las Vegas Fire Department for review/approval.

The Exhaust Method of smoke control is the approved method in the City of Las Vegas. As such, a **Rational Analysis** must be designed/provided by a licensed Fire Protection Engineer, and submitted to the City of Las Vegas Fire Department for approval. A Rational Analysis is essentially a fire engineering performance-design that simulates an anticipated fire scenario, and how both the active & passive fire protection features within the facility (including the smoke control system) impact it. It is used to support the design of the smoke control system (which is required to maintain tenability for occupants within acceptable code parameters).

Where such systems are required to be designed/submitted for approval, a **Fire Protection Report** (prepared/submitted by a licensed Fire Protection Engineer) must also accompany it. Additional details are provided within the Scope of Work section of this proposal.

PCNA Group will provide internal plan reviews at both 50% and 100% completions for both the Design Development (DD) and Construction Document (CD) phases of the project.

Internal plans-check reviews are critical in assisting with project value engineering assessments, shortening AHJ submittal review times, and helping to clarify potential scope gaps and/or coordination issues among all disciplines.

Once submitted to the AHJ for permit, PCNA Group will provide plans-check review comment support as based on comments related to scope of work items through final permit approval/release. This assistance can be extremely valuable for not only keeping the project on schedule, but also in making sure that unnecessary conditions are not imposed upon the design by AHJ officials. The prevention of unnecessary conditions results in maintaining the lowest possible construction costs with respect to the designated project budget.

PCNA Group will also provide Construction Administration Services (as described in the "Scope of Work" section of this proposal).

101.1 Site Address: 3300 Stewart Avenue

ARTICLE 102: SUBCONTRACTS

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

ARTICLE 103: REGULATORY AUTHORITIES

103.1 The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction

over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

ARTICLE 104: ONLINE PROJECT MANAGEMENT SOFTWARE

104.1 OPM Software. Upon City request, Consultant shall utilize the City's online project management (OPM) software as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

104.2 The City shall provide:

104.2.1 A limited training manual for the OPM software and a maximum of two hours of OPM software training for up to four people at the City's offices.

104.2.2 The cost of any software licenses required by the OPM software manufacturer or distributor.

104.2.3 User accounts for Consultant's access to the OPM software.

104.3 The Consultant shall provide:

104.3.1 Training of Consultant personnel required to utilize the OPM software, except as provided by the City above.

104.3.2 Information using the forms, screen views, and information fields provided in the software and training materials.

104.3.3 Electronic notification in the OPM software of any submittals that cannot be transmitted electronically, such as material samples.

104.3.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.

104.3.5 Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the OPM software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.

104.3.6 Frequent monitoring of the OPM software.

104.4 Documents approved in the OPM software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the OPM software to provide approvals, and no excuse will be entertained by the City for unauthorized OPM software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the OPM approvals, upon City request.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

200.2 Deliverables:

200.2.1 Preparation of a Master Code Analysis; To be incorporated into the Architectural Design Submittal package, and used as the baseline for code application throughout the project.

200.2.2 Multiple Internal Plans-Check Reviews; To assist all design disciplines that their design submittals are fully compliant with all code & standards and coordinated with the requirements in the Fire Protection Report.

200.2.3 Preparation & Submittal of a Fire Protection Report; Per the Clark County Department of Building – Fire Protection Report Design Building Permit Guide, dated 11/15/2012

200.2.4 Preparation & Submittal of Master Egress Design Drawings; Required to be submitted along with Fire Protection Report

200.2.5 Preparation & Submittal of Combined Smoke Control System Drawings; Required to be submitted to the City of Las Vegas Fire Department where engineered smoke control systems are to be permitted/installed on development projects.

200.2.6 Preparation & Submittal of Rational Analysis Report & Simulation; Required to be submitted to the City of Las Vegas Fire Department where an engineered smoke control system is permitted/installed in Group I-3 facilities.

200.3 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency.

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

200.5 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

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

ARTICLE 301: SCHEDULE OF SERVICES

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Design Development	74	Includes 2 week City review period.
Construction Documents	74	Includes 2 week City review period.
Construction Administration	400	Construction Time Period (estimate)
TOTAL		

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$55,000.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

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

401.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Design Development	50%	$25,000	
Construction Documents	43%	$21,500	
Construction Administration	7%	$3,500	
	TOTAL	$50,000	

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

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

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

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

402.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

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

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	$5,000.00	Unforeseen Conditions

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Managing Director / President	$190	Per Hour
Senior Project Manager	$165	Per Hour
Project Manager / Senior Engineer	$150	Per Hour
Engineer / Senior Consultant	$130	Per Hour
Administrative/CAD	$85	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

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

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

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

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 Non are allowed:

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: **Samuel Tolman AIA** NCARB

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Mark Sorensen, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: **Michael R.** Gentille, C.B.O.

601.1.2 CONSULTANT REPRESENTATIVE'S PROJECT MANAGER: Michael R., Gentille, C.B.O.

601.1.3 FIRE PROTECTION ENGINEER: Robert J. Pielow, P.E.

601.1.4 PRODUCTION MANAGER: Patrick Chan

601.1.5 RESPONSIBLE IN CHARGE PERSON: Russell W. Svab, P.E.

601.1.6 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: Russell Svab Fire Protection Engineer #010387

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: PCNA Consulting Group Inc.	**Services for:** D&E Isolation Cell Addition
Address: 7935 W. Badura Ave., Suite 1045 Las Vegas, NV 89113-2158	
Telephone: (702) 834-6200	**Project Number:**
EIN or DUNS : 46-4329020	

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.	Michael R. Gentille, President & Managing Director	7935 W. Badura Ave., Ste. 1045, Las Vegas, NV 89113-2158	(702) 834-6200 ext. 104
2.	Patrick M. Chan, Director	7935 W. Badura Ave., Ste. 1045, Las Vegas, NV 89113-2158	(702) 834-6200 ext. 103
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

Michael R. Gentille, President

Name: Michael R. Gentille, President

10-10-2014

Date

Subscribed and sworn to before me this 10th day of October, 2014

Notary Public

MICHAEL WEISS
Notary Public, State of Nevada
Appointment No. 04-87911-1
My Appt. Expires Jan 30, 2017

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
For possible action to approve award of Contract No. 150077-SK, Schneider Electric Control Upgrade Contract for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: SCHNEIDER ELECTRIC, USA - ($567,343.20 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $567,343.20
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
To upgrade the existing Schneider Electric Control Units which are integral to the WPCF SCADA system in order to retain hardware support from the manufacturer. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(g), Hardware and associated peripheral equipment and devices for computers. Schneider Electric, USA is located in Palatine, Illinois.

PCC: S. Kessler
POC: Scott Fleming - (678) 620-9932

RECOMMENDATION:
That City Council approve award of Contract No. 150077-SK, Schneider Electric Control Upgrade Contract for Water Pollution Control Facility to Schneider Electric, USA in the amount of $567,343.20. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 150077-SK

PURCHASE CONTRACT - GOODS
150077-SK Schneider Electric Control Upgrade

THIS Contract is being entered into this _____ day of _____, 2014, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Schneider Electric, USA (hereinafter, "Company") having its principal office at 1415 Roselle Road Palatine IL 60067.

SECTION A – Summary of Contract

This Contract sets forth the terms and conditions for the purchase and delivery of the Goods described herein, which, upon execution of the parties forms a legally binding contract.

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 entered into the first paragraph of the 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.

(d) *"Company"* means the individual, partnership, limited liability company, or corporation responsible for the performance of 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) *"F.O.B. Destination"* means the Company is responsible for paying all of the shipping charges to transport the Goods and that it assumes all risks associated with such transportation.

(g) *"Goods"* has the same definition as given under Article 2 of the Uniform Commercial Code (NRS Chapters 104 and 104A), and substitutes for common usage terms such as "materials", "goods", "equipment", "products", and "supplies".

(h) *"Prompt Payment Discount"* means a price discount offered by the Company, which applies to the Contract price if the City elects to pay an invoice in less than its normal thirty (30) day payment cycle time.

(i) *"Purchase Contract - Goods"* (or *"Contract"*) means this document, incorporating the provisions of Sections A through F, which obligates the Company to deliver certain Goods to the City and for the City to pay the Company upon the City's acceptance of the Goods.

(j) "*Purchase Order"* means the administrative document issued by the City to facilitate the processing of payments for the purchased Goods.

B-2 Contract Type

This is a Contract for a one-time purchase of the Goods described in Section B-3 below. The City will issue a Purchase Order subsequent to the Award Date. The sole purpose of the Purchase Order will be to facilitate payment processing, and does not represent the ordering of any additional quantities of Goods beyond what is set forth in this Contract. The Contract number will be reflected on the face of the Purchase Order.

B-3 Pricing

(a) Payment to the Company will be made only for the actual quantities of Goods delivered and accepted.

(b) Prices and description of Goods are as follows:

Item	Description	Quantity	Total Price
140CPU65260	Quantum Unity Processor with 3Mb memory for program and unlocated data, extensible to 7Mb by PCMCIA; and Ethernet	81	
140NOE77101	Quantum Ethernet I/O Scanner, RT, 10/100 MB Copper RJ-45 Port or 100 MB Fiber MT-RJ Port	81	
	Total Price After Trade In Allowance		$567,343.20

(c) The prices set forth in (b) above include all costs associated with delivering and tendering the Goods to the City, including expenses for inspection, meeting warranty requirements, and complying with all terms of this Contract

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

(a) The Company shall submit a detailed invoice to the City after shipment of Goods. All invoices should identify the following items:

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

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

The Company shall submit the original invoice to:

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

B-5 Delivery Schedule

The Company shall deliver the Goods to the City in accordance with the following schedule: 2-4 Weeks per Proposal # 35566539.03 attachment 1.

B-6 Delivery – F.O.B. Point

(a) The Company shall deliver the Goods F.O.B. Destination to the following address: 6005 E. Vegas Valley Dr. Las Vegas, NV 89142.

(b) Contract prices include delivery as well as any necessary unloading and moving within a facility.

B-7 Partial Shipments

Partial Shipments are allowed.

SECTION C – Specifications

C-1 Specification are set forth in Attachment 1.

SECTION D – Special Conditions

D-1 Legal Notice

(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, (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: Manager, Purchasing and Contracts
City of Las Vegas
495 S. Main Street, 3rd Floor
Las Vegas, NV 89101-2986
Tel: (702) 229-6231
Fax: (702) 384-9964

FOR THE COMPANY: Sharon Risenhoover
Schneider Electric USA
1415 Roselle Road Palatine IL 60067
Fax: (847) 925-7500

(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, liquidated damages, change orders over $25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

D-2 General

(a) The Company shall deliver the Goods to the City under the terms and conditions set forth in this Contract.

(b) Goods shall conform to the specification set forth in Attachment 1.

D-3 New Goods

The Goods delivered under this Contract must be new. New Goods are defined as Goods that are made up entirely of unused materials and/or genuine original parts. The Goods must not have been operated for any purpose other than routine operational testing, except as specifically authorized elsewhere in this Contract. Demonstrator and reconditioned Goods are not acceptable.

D-4 Packaging and Shipping

The Company shall ship and deliver the Goods in a manner that assures the Goods are protected against damage, deterioration and contamination.

D-5 Warranty

The Manufacturer's standard warranty, set forth in Attachment 1 applies in its entirety.

D-6 Compliance with Laws

(a) 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 Health and Safety Act.

(b) If a City of Las Vegas Business License is required for performance of this Contract, the Company is expected to maintain that license throughout the term of the Contract.

D-8 Inspection and Acceptance

(a) The Goods will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, proper functioning and conformance to all other requirements of this Contract. In the event deficiencies are detected, the Goods will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is completed, and the Goods are re-inspected and accepted by the City.

(b) It shall be the responsibility of the Company to arrange for the return and to pay all costs for return due to its error.

D-9 Contact Personnel

(a) The Company shall appoint a Company Representative to oversee performance of this Contract, and notify the City in writing of the Company Representative's name, telephone number, and e-mail address. The Company Representative shall be the primary point of contact for all issues involving order fulfillment, payments, quality, and other matters arising under this Contract. The Company Representative shall be available to discuss Contract status or performance issues with the City as the need arise.

(b) All Company inquiries to the City should be directed to the Buyer identified on the Purchase Order.

D-10 Rules of Precedence

(a) 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.

(b) Although any omission in this Contract may be addressed through an application of the Uniform Commercial Code (U.C.C.) Article 2, the express provisions of this Contract prevail over the U.C.C.

SECTION E – General Conditions

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 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 thirty (30) days 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 through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods ordered by the City and actually delivered by the Company, together with the costs Contractor actually incurs in canceling subcontracts or supply contracts entered into with respect to the terminated contract.

E-3 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) Deliver the Goods within the time specified in this Contract or any extension;

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

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

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

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

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

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

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

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice)

above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-4 Insurance

The Company shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance, at its own expense, for all work related to the performance of this Contract.

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

(a) 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 asserted by third parties for, liabilities, damages, losses, suits, actions, decrees, and judgments including, reasonable 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 negligent act or omission, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract.

(b) Excepting therefrom third party claims subject to the obligation of indemnification set forth in subsection (a) above, neither party shall be liable to the other for consequential, indirect, special, incidental or punitive damages (including lost time, profits, revenue or data) of any kind related in any manner with this Agreement. Regardless of the form of action, or the theory of recovery, and even if Company has been apprised of the possibility of such damages, the City's remedies set forth herein are exclusive and the total cumulative liability of Company, its subcontractors and suppliers of any tier with respect to this contract or anything done in connection therewith, whether in contract or in tort for negligent breach of contract (excluding therefrom claims based on the Company's gross negligence or willful misconduct which are not subject to this limitation of liability) or otherwise, shall not exceed 100% of the total purchase order amount set forth in this Contract. The indemnification obligation set forth in subsection (a) above is not subject to the limitation of liability set forth in this subsection.

(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 reasonable attorney's fees and court costs, to the Company.

E-6 Patent Indemnity [CAO-7/24/08]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-5/2/12]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(c) If a City of Las Vegas Business License is required for performance of this Contract, the Company is expected to maintain that license throughout the term of the Contract.

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 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 Use By Other Government Entities

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

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 contract between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

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

E-17 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

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 goods.

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 goods required under this Contract.

E-21 Changes – Fixed-Price Goods [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of Goods to be provided

(ii) Time of delivery

(iii) Place of delivery

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

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

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 and Exhibits are hereby incorporated into this Contract:

Identifier	Title/Text Reference	Date	Pages
35566539.03	Attachment 1 - Schneider Electric Proposal for PLC Modernization	9/29/2014	8

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 — Date
Manager, Purchasing and Contracts

Schneider Electric ISA

Bill Dyke Director of IS Services 10/31/2014
Name, Title — Date

ATTEST:

BEVERLY K. BRIDGES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 10-16-14
Deputy City Attorney — Date

ATTACHMENT 1

Proposal

for

PLC Modernization

Las Vegas, NV

ISS Services Proposal Number: 35566539.03
9/29/2014

CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION OF SCHNEIDER ELECTRIC

September 29, 2014

City of Las Vegas
James Karvonen
6005 E. Vegas Valley Dr
Las Vegas, NV 89142

Re: Unity CPU Modernization
ISS Proposal Number: 35566539.03

Dear Mr. Karvonen,

Thank you for considering Schneider Electric Industry Systems & Services to assist you in modernizing the control system in use at City of Las Vegas.

Schneider Electric Industry Systems & Services offers a proven process to modernize your control system. Any interruption of production is an interruption in income. Schneider Electric's migration and modernization experts understand this and have the proven experience necessary to develop a plan that fits your specific needs; a plan that minimizes risk, downtime and cost, and allows you to quickly take advantage of new levels of productivity.

The attached proposal outlines the services we can provide to help you in accomplishing this task. For more information or questions regarding this proposal please contact me anytime.

Regards,

Scott Fleming **|** **Schneider Electric** | **Industry Business** | **Sales Engineer - End User Automation - Southwest** |
Mobile: 678-620-9932 |
Email: scott.fleming@schneider-electric.com | **Site:** www.schneider-electric.com | **Address:** 1660 Scenic Ave, Costa Mesa, CA 92626 |

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Revision history

Rev #	Comments	Author	Date
0	Original	Sharon Risenhoover	09/19/2014
1		Sharon Risenhoover	09/24/2014
3		Scott Fleming	09/29/2014
4	Order direct	Scott Fleming	10/01/2014

CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION OF SCHNEIDER ELECTRIC

This Proposal is being submitted responsive to a Request for Quotation (RFQ) and contains confidential and sensitive business/technical information of Schneider Electric. This Proposal and the confidential information contained herein or accompanying this Proposal is intended exclusively for use only in connection with the evaluation of this RFQ and is not to be disclosed or shared with any third party without written permission of Schneider Electric.

SECTION I: Technical Description

Project Description

The existing non Unity CPU's will be upgraded to Quantum Unity CPU's. Schneider Electric Industry Systems & Services is to provide new equipment, engineering and program conversion to modernize the existing PLC system. The City of Las Vegas has 81 CPU's and 81 NOE's that will be modernized. We are offering 3 options for purchasing this bill of material:

Option 1: Purchase 81 CPU's and NOE's each without Trade in Credit over 3 years.

Option 2: Purchase 81 CPU's and NOE's each with Trade in Credit over 3 years.

Option 3: Purchase 81 CPU's and NOE's each by Dec. 15, 2014 with Trade in Credit.

Additional options:

1. Options for Program Conversion and on site assistance including travel.
2. Extended Warranty to 3 Years.
3. Extended Warranty to 5 Years.

MODICON

The existing CPU and program will be replaced but the existing I/O system will remain in place and be utilized by the new Quantum Unity PLC.

Scope of Services

The scope of services to be provided by Schneider Electric Industry Systems & Services is outlined in the following sections.

1. General

a. City of Las Vegas shall heretofore be referred to as Customer.

2. Qualifications and Assumptions

a. The following proposal and quotation is based on information provided to Schneider Electric by the Customer. Any work in addition to that described in the Scope of Services or any modifications to this proposal, will require approval by Schneider Electric and be accompanied by a revised Purchase Order or new Purchase Order for the additional hardware or services required.

b. This proposal is based on the following.
   - Electronic and verbal communication with the Customer

c. Programs will be provided in the most recent released version of the software unless other arrangements are made in advance. Software versions shall be as follows:
   - Unity Pro V8.0

d. If a software upgrade from a legacy or previous version is purchased, it is required for the customer to have a current active bronze level support subscription. If no current subscription exists, a new bronze support package will be provided at an additional cost.

e. On-site labor is not provided.

3. Bill of Material

The following items are included in this proposal:

a. Quantum PLC System

		CPU
81	140CPU65260	Quantum Unity Processor with 3Mb memory for program and unlocated data, extensible to 7Mb by PCMCIA; and Ethernet
81	140NOE77101	Quantum Ethernet I/O Scanner, RT, 10/100 MB Copper RJ-45 Port or 100 MB Fiber MT-RJ Port

4. Warranty

Schneider Electric standard warranty warrants equipment for 12 months from the issuance of the customer provisional acceptance letter or 18 months from the invoice date of the last component of the order whichever occurs first. Additionally, Schneider Electric offers an optional extended warranty that allows customers to plan and control future repair expenses. The plan provides protection against escalating repair costs and reduces out-of-service time. The warranty may be extended up to 5 years from the date of invoice.

5. Project Schedule

a. Schneider Electric will assign a Project Manager to provide oversight of all work included in the project scope of services. The Project Manager will be the single point of contact for the customer for the duration of the project. Upon receipt of purchase order the Project Manager will prepare a proposed project schedule to be discussed and agreed upon at project kickoff.

b. Following are typical hardware delivery lead times. Actual delivery schedule will be determined during Engineering Review.
   - Standard PLC and HMI hardware – 2 to 4 weeks

SECTION II: PRICE SUMMARY AND TERMS

Pricing Options for City of Las Vegas

a. Schneider Electric's quotation for the above work is as follows:

Item	Description	Price
1	81 CPU's & NOE's **w/o** Trade In *Estimated annual price increase of 3%* Price of 1 CPU & 1 NOE 2014 - $ 9,930.11 Price of 1 CPU & 1 NOE 2015 - $10,237.23 Price of 1 CPU & 1 NOE 2016 - $ 10,553.84	$ 804,339.00

1. *Price is for the City buying 81 new CPU's and NOE's while keeping the installed obsolete equipment these modules will be replacing. The city will not be required to return anything back to Schneider for this transaction.*

Item	Description	Price
2	81 CPU's & NOE's Price **with** Trade In Credit *Estimated annual price increase of 3%* Price of 1 CPU & 1 NOE 2014 - $ 8,240.2 Price of 1 CPU & 1 NOE 2014 - $ 8,495.13 Price of 1 CPU & 1 NOE 2014 - $ 8,857.87	$ 667,462.50

2. *Price is for the City trading in their existing equipment for 81 modernized CPU's and NOE's. The legacy CPU's and NOE's will be returned to Schneider Electric's Industrial Solutions & Services team.*

Item	Description	Price
3	81 CPU's & NOE's **with** Trade In procured **in 2014** Above Price good for purchase by December 15, 2014 for the minimum quantity of 81 each	$ 567,343.20

3. *Price is for the City trading in their existing equipment for 81 modernized CPU's and NOE's **this year**. The full BOM must be procured this year for Schneider Electric to honor this price. The City will have 2 years to return the legacy equipment back to Schneider Electric's Industrial Solutions & Services team. Schneider will extend the warranty from 18 months to 24 month if this option is selected.*

b. Pricing for Technical Services to assist with project is as follows:

Item	Description	Price
1	Unity Program Conversion each (Optional) One 10 hr Day On Site including Travel (Optional)	$ 555.00 $ 5,500.00
3	Warranty Extended to 3 Years*	*3% of purchase price*
4	Warranty Extended to 5 Years*	*7% of purchase price*

* *Schneider Electric standard warranty warrants equipment and services for 12 months from the issuance of the customer provisional acceptance letter or 18 months from the invoice date of the last component of the order whichever occurs first.*

The Industrial Solutions and Services team has engineers deployed all over the country to support customers on upgrading their legacy equipment. Our trained staff specializes in converting legacy Modicon and Square D hardware and code to Schneider Electric's new platform. Part of these services includes onsite support for plant upgrades, program conversions to ensure old code and protocols are functioning in new software, and communication diagnostics between PLC drops.

c. Terms of Payment:
- Payment terms are net 30 days.
- Hardware and software items will be invoiced 100% upon delivery to the customer.

d. Standard Terms and Conditions:
- This quotation does not include any state, federal, or local taxes.
- If tax exempt, exempt certificate must accompany purchase order.
- This quotation is valid for acceptance for -45- days from date of issue.
- Quoted price reflects work done during straight time working hours unless otherwise noted.
- Schneider Electric reserves the right to apply cancellation charges for cancelled services, including time and expenses incurred at the applicable rates for the scheduled service. Restocking charges may also apply.
- A $500 Minimum charge will apply to any services cancelled within 48 hours of the date service was scheduled to commence.

2. Proposal Acceptance

To accept this proposal, please issue Purchase Order to:

Sharon Risenhoover
Schneider Electric
Industry Systems & Services
Mobile: 423-208-0551
Email: sharon.risenhoover@schneider-electric.com

Reference ISS Proposal Number from cover page

3. Schneider Electric Conditions of Sale

The following conditions of sale shall apply.

Schneider Electric Proposal Based Conditions of Sale

0100PL0043R12/12 © 2012 Schneider Electric USA

Link: http://static.schneider-electric.us/docs/Electrical%20Distribution/0100PL0043.pdf

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
For possible action to approve revision to Purchase Order No. 300490 for EMS transport billing services due to a large increase in Fire and Rescue patient transports - Department of Fire and Rescue - Award recommended to: SANSIO ($200,000 - General Fund)

Fiscal Impact

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

Amount: $200,000
Funding Source: General Fund
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
On December 14, 2009 the Purchasing Manager approved the award of Contract No. 100126-DD for EMS billing services. Since this time, Fire and Rescue has revised their policies to increase patient transports. These policy changes have significantly increased the need for Sansio's services. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(h), Software for Computers. Sansio is located in Minnesota.

PCC: D. Dixon
POC: Tom O'Neill - (218) 625-7225

RECOMMENDATION:
That City Council approve revision of Purchase Order No. 300490 to Sansio in the amount of $200,000, bringing the estimated annual amount to $650,000.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
For possible action to approve award of Contract No. 140175-CB, Contract for Consulting Services for the Las Vegas Medical District Master Plan - Department of Economic and Urban Development - Award recommended to: SMITHGROUP, LLC ($199,840 - General Capital Projects Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $199,840
Funding Source: General CPF
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The scope of this project is the development of a comprehensive fifteen-year Las Vegas Medical Master Plan that coordinates the long-range planning for facility expansions of the major health institutions, new institutions and small businesses within the District. Consultant services include: stakeholder interviews, community outreach, formulation of a strong development vision for the District, and creation of a detailed illustrative master site plan that shall be incorporated into the Las Vegas Medical District Master Plan. SmithGroup, LLC was selected as the result of a formal Request for Proposals process. SmithGroup, LLC is located in Phoenix, Arizona.

PCC: C. Buford
POC: A. Bradley Woodman - (602) 265-2200

RECOMMENDATION:
That City Council approve award of Contract No. 140175-CB, Contract for Consulting Services for the Las Vegas Medical District Master Plan to SmithGroup, LLC in the amount of $199,840. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 140175-CB
2. Certificate - Disclosure of Ownership/Principals

**CONTRACT FOR CONSULTING SERVICES
FOR THE LAS VEGAS MEDICAL DISTRICT MASTER PLAN**

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 SMITHGROUP, LLC (a Limited Liability Company), (hereinafter the "Company") having its principal office located at 455 North 3rd Street, Suite 250, Phoenix, Arizona 85004.

SECTION A – Subject of Contract

The subject matter of this Contract is the provision of consulting services for the development of a comprehensive fifteen-year facilities master plan for the Las Vegas Medical District.

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) *"Firm-Fixed Price"* means a firm price that is not subject to any adjustment on the basis of the company's cost experience in performing the Contract.

(i) *"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.

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

B-2 Contract Type

The Contract type is Firm-Fixed Price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) Payment Amount. The City will pay the Company a not-to-exceed amount of $199,840.00, which shall include **all** expenses.

	DESCRIPTION	AMOUNT
1.	Professional Services (Not-to-Exceed)	$176,840.00
2.	Reimbursable Expenses (Not-to-Exceed)	$23,000.00

(b) Payment Schedule. The Company will invoice the City monthly for work performed to date in accordance with the hourly rates established below.

Title	Hourly Rate
Principal-in-Charge	$220.00
Project Manager	$190.00
Planner	$175.00
Graphics	$120.00
Support	$75.00

A detailed fee schedule is incorporated within Exhibit A; Excerpts from Company's Proposal "Planning Ahead: Las Vegas Medical District; REVISED Response to Request for Proposal: Facilities Master Plan for the Las Vegas Medical District RFP No. 140175-CB."

(c) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

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

(a) The Company shall submit an invoice to the City in accordance with Section B-3 (b) Payment. All invoices should identify the following items:

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

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

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

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

B-5 Performance Period

The performance period commences from Award Date and continues through the completion of services provided, anticipated to be no later than September 30, 2015, unless extended through mutual agreement by both parties.

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SECTION C – Statement of Work

C-1 Scope of Services

(a) The Company shall provide consulting services for the development of a comprehensive Facilities Master Plan for the Las Vegas Medical District ("LVMD").

(b) The Facilities Master Plan shall coordinate the long-range planning for facility expansions of the major institutions and development of a medical school within the LVMD. At a minimum, the resulting Facilities Master Plan shall be a fifteen (15) year projection that identifies the future facility expansion and development plans for the existing major health institutions, new institutions, and small businesses; provides a detailed alternative plan scenario of how such plans may be executed; and incorporates a detailed illustrative master site plan.

(c) **During the term of this Contract, the Company shall provide services in accordance with methodology, approach, and tasks documented in the Company's proposal "Planning Ahead: Las Vegas Medical District; REVISED Response to Request for Proposal: Facilities Master Plan for the Las Vegas Medical District RFP No. 140175-CB;" Exhibit A attached hereto and incorporated herein as a part of this Contract.**

C-2 Future Facility Expansion and Development Plans

(a) The Company shall obtain and/or meet with all major institutions to ascertain any and all future facility expansion and development plans and the timing of such plans within the LVMD. Such major institutions include, but shall not be limited to:

1. University Medical Center of Southern Nevada
2. Valley Hospital Medical Center
3. Nevada System of Higher Education
4. University of Nevada School of Medicine
5. University of Nevada Las Vegas Dental School
6. University of Nevada Las Vegas Allopathic Medical School (Proposed)
7. University of Nevada Las Vegas Nursing School (Planned Expansion)
8. University of Nevada Las Vegas Physical Therapy Program (Planned Expansion)
9. Southern Nevada Health District
10. Cleveland Clinic

The Company shall present its findings to the Las Vegas Medical District Planning Committee for review and comment.

(b) The Company shall develop a 15-year projection of the LVMD's expansion needs of the major institutions identified in C-2(a). The Company shall present its findings to the Las Vegas Medical District Planning Committee for review and comment.

(c) The Company shall identify specific physical development project opportunities which are common to two (2) or more major institutions described in C-2(a) for which collaboration may be achieved. Examples include but are not limited to parking, power generation, support services, etc. The Company shall present its findings to the Las Vegas Medical District Planning Committee for review and comment.

(d) The Company shall coordinate with the City's project manager identified in Section D-2 (Project Manager/Company Representative) on all related LVMD initiatives.

(e) The Company shall integrate and coordinate information from the following related initiatives into the Facilities Master Plan:

1. Southern Nevada Strong (plan for the area)
2. 2002 Las Vegas Medical District Planning Committee Master Plan (amended 2007 by the City of Las Vegas Planning Department)
3. Proposed Capital Improvements by the City of Las Vegas

(f) The Company shall integrate and coordinate state funded (i.e. Project Neon) and City public right-of-way projects within and around the LVMD into the Facilities Master Plan.

(g) The Company shall formulate a strong development vision for the LVMD that is in accordance with the LVMD's vision and mission statements; reference Exhibit B ["The Vision for the Las Vegas Medical District Advisory Council" (Draft)].

(h) The Company shall ensure that the Facilities Master Plan is coordinated and cohesive among all institutions and supportive services.

(i) The Company shall consider development of new residential components for LVMD constituents, as well as, coordination of LVMD development and growth with existing residential neighborhoods in the area.

(j) The Company shall review and analyze the proposed LVMD boundaries, outside of the current LVMD for any suggested changes. A map of the current District area and the proposed expansion is attached herein as Exhibit C (Las Vegas Medical District Study Area Map).

C-3 Alternative Plan Scenarios

(a) The Company shall use its findings from Section C-2 (Future Facility Expansion and Development Plans) to develop alternative scenarios which detail how each institution's expansion and/or development plans can be accomplished.

(b) The Company shall meet with the Las Vegas Medical District Planning Committee for review, feedback, and selection of the preferred alternative plan scenario.

(c) The Company shall present the preferred alternative plan scenario to the Las Vegas Medical District Advisory Council.

C-4 Facilities Master Plan Document

(a) The Company shall prepare a detailed illustrative master site plan for the preferred alternative for the entire LVMD that incorporates all of the improvements by the medical institutions, the City of Las Vegas Planning Department, the City of Las Vegas Public Works Department, the State of Nevada Department of Transportation, and other critical plans.

(b) The master site plan and Facilities Master Plan should be delivered in a visual presentation such as but not limited to:

1. Photographs
2. Videos
3. Aerials
4. Aerial Oblique
5. Street level
6. Renderings
7. 3-D Massing
8. Sketches
9. Grids
10. Visual Representation of the 15-Year Vision

(c) The Company shall incorporate the master site plan into the Facilities Master Plan document.

(d) The Company shall present and distribute a final draft of the Facilities Master Plan document to the following for review and comment:

1. Las Vegas Medical District Planning Committee
2. Las Vegas Medical District Advisory Council
3. City of Las Vegas Planning Department
4. Las Vegas City Council

(e) The Company shall provide the Facilities Master Plan in a print and digital format.

C-5 Documents

The City shall provide the Company with the following documents:

(a) 2002 Las Vegas Medical District Plan (Amended 2007)
(b) 2009 Nevada State Higher Education Shadow Lane Master Plan
(c) 2013 University of Nevada Las Vegas Nursing and Physical Therapy Buildings Development
(d) 2013 Economic Impact of Medial Education Expansion in Nevada
(e) 2014 City of Las Vegas Las Vegas Medical District Facilities and Services Survey Results
(f) 2014 Southern Nevada Strong Site Report (Underway)
(g) 2014 Nevada Regional Medical Center Report (Underway)
(h) Project Clear Skies Documentation
(i) Medical District Study Area Boundary Map

C-6 Project Schedule

The Company shall provide its services in accordance with the project schedule defined in Exhibit A (Excerpts from Company's Proposal "Planning Ahead: Las Vegas Medical District; REVISED Response to Request for Proposal: Facilities Master Plan for the Las Vegas Medical District RFP No. 140175-CB").

C-7 Deliverables

The Company shall provide the City with a comprehensive fifteen (15) year Facilities Master Plan for the LVMD.

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: Attn: A. Bradley Woodman
SmithGroup, LLC
455 North 3rd Street, Suite 250
Phoenix, Arizona 85004
Fax: 602-265-2244

(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 Shani Coleman 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 Mark Patterson 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]**R**

(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 but only to the extent attributable to the negligent performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. Notwithstanding the foregoing, the Company shall not be required to protect, indemnify, or hold harmless the City for the City's own negligence or willful misconduct.

(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)]	10/30/2014	2
Exhibit A	Company's Revised Proposal – "Planning Ahead: Las Vegas Medical District; REVISED Response to Request for Proposal: Facilities Master Plan for the Las Vegas Medical District RFP No. 140175-CB" [Section B-3(b)]	08/14/2014	18
Exhibit B	The Vision for the Las Medical District Advisory Council (Draft) [Section C-2(g)]	06/1/2014	2
Exhibit C	Las Vegas Medical District Study Area Map [Section C-2(j)]		1

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO Date
Manager, Purchasing and Contracts

ATTEST:

BEVERLY K. BRIDGES, MMC Date
City Clerk

APPROVED AS TO FORM:

Deputy City Attorney Date

SMITHGROUP, LLC

A. Bradley Woodman 10.31.14

A. BRADLEY WOODMAN, Vice President Date

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1: Contracting Entity	Block 2: Description / Subject Matter of Contract
Name: SmithGroup, LLC	Services for: Contract for Consulting Services for the Las Vegas Medical District
Address: 455 North 3rd Street, Suite 250 Phoenix, Arizona 85004	
Telephone: 602-265-2200	Project Number: 140176-CB
EIN or DUNS : 808238575 Duns/20-1146650 Tax ID	

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.	Eric Kirkland (Managing Member)	8350 N Central Expressway #500, Dallas, TX 75206	214.559.4851
2.	D. Brooke Smith (Manager)	500 Griswold Street, #1700, Detroit, MI 48226	313.983.3600
3.	Carl Christiansen (Manager)	301 Battery Street, 7th Fl, San Francisco, CA 94111	415.227.0100
4.	A. Bradley Woodman (Manager)	455 N. Third Street, #250, Phoenix, AZ 85004	602.265.2200
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

A. Bradley Woodman
Name

10.30.14
Date

Subscribed and sworn to before me this 30th day of October, 2014

Linda M. Lee
Notary Public

LINDA M. LEE
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
October 29, 2018

Exhibit A:

Company's Revised Proposal:

"Planning Ahead: Las Vegas Medical District; REVISED Response to Request for Proposal: Facilities Master Plan for the Las Vegas Medical District RFP No. 140175-CB"

(Dated August 14, 2014)

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Planning Ahead:
Las Vegas Medical District

REVISED Response to Request for Proposal: Facilities Master Plan for the Las Vegas Medical District
RFP No. 140175-CB



August 14, 2014

SmithGroup, LLC

SmithGroup, LLC

Augst 14, 2014

Candice Buford
Office of the City Clerk
City Hall, Second Floor
495 South Main Street
Las Vegas, Nevada 89101-2986

RE: REVISED Proposal for Facilities Master Plan for the Las Vegas Medical District | RFP No. 140175-CB

Dear Ms. Buford and other members of the selection committee,

Please accept our revised scope of work and fee proposal to address the Revised Statement of Work received on August 5, 2014. We have modified our workplan to fall within the parameters identified in the revision document.

As a reminder, we have assembled a team within our Phoenix and Ann Arbor offices with urban planning expertise coupled with health and research planning and design experts to guide the City of Las Vegas though a planning process, facilitate a dialogue and input from the various stakeholders, community groups, government planning entities, and private developers and build consensus on a future plan that is flex-ible and adaptable. We have added the option for you to engage special resource consultants including the local firm Carpenter Sellers Del Gatto Architects; a world-renowned real estate market assessmentfirm, Forest City; Tripp Umbach, a nationally recognized economic consulting firm; T.Y. Lin with numerous civil engineering projects at LVMD; and lastly, Hill International for project management. The availability of these firms addresses all levels of a comprehensive facilities master plan and related services.

We are ready to share, collaborate and innovate with the City of Las Vegas for this master plan!

Respectfully Submitted,

Brad A. Woodman
Vice President /Science & Technology Studio Leader
602.265.2200

Mark Patterson
Vice President / Health Studio Leader
602.265.2200

Methodology, Approach, Tasks + City Responsibilities and Issues Identified /

The following describes the tasks required to satisfy the Statement of Work and identifies the roles for the key employees and subconsultants.

Month 1 Data Collection / Stakeholder Interviews

The initial planning task is to identify and project the expansion needs of each institution as well as the private medical offices and support services that may be appropriate for the District. To do this effectively, the consultant team will become thoroughly familiar with the background information related to the District and the major institutions in the District. Key findings will be documented and organized to clearly convey common themes, issues and challenges. The information will provide a basis for developing interview questions for stakeholders and for beginning to define a development vision.

- Collect and Review Base Documents:
- ***City responsibility:*** *Provide documents, or contact information for individuals who can provide documents.*
  - 2002 Las Vegas Medical District Master Plan as amended in 2007
  - Proposed Capital Improvements, City of Las Vegas
  - 2009 Nevada State Higher Education Shadow Lane Master Plan
  - 2013 University of Nevada Las Vegas Nursing and Physical Therapy Buildings Development
  - 2013 Economic Impact of Medical Education Expansion in Nevada
  - 2014 City of Las Vegas Las Vegas medical District Facilities and Services Survey Results
  - 2014 Southern Nevada Strong Site Report
  - Project Clear Skies Documentation
  - Medical District Study Area Boundary Map
  - Project Neon Documentation
  - Other documents deemed relevant by the City or Stakeholder institutions

Interviewing representatives from the major institutions is key to understanding if an institution may have expansion or development plans. The size and timing of expansion plans is critical to defining the vision and alternative development scenarios. If some institutions do not have a clear idea as to their potential expansion plans, the consultant team shall seek to ascertain the relative certainty of the institution's plans.

- Schedule and Conduct Stakeholder Interviews:
- ***City responsibility:*** *Provide contact information for individuals to be interviewed.*
  - University Medical Center of Southern Nevada
  - Valley Hospital Medical Center
  - Nevada System of Higher Education
  - University of Nevada School of Medicine
  - University of Nevada Las Vegas Dental School
  - University of Nevada Las Vegas Allopathic Medical School (proposed)
  - University of Nevada Las Vegas Nursing School (Proposed Expansion)
  - University of Nevada Las Vegas Physical Therapy Program (Proposed Expansion)
  - Southern Nevada Health District
  - Cleveland Clinic

Additional interviews with City staff may reveal additional concerns, issues and ideas for the District.

- Interviews with Public Works/Planning Departments
- ***City responsibility:*** *Provide contact information for individuals to be interviewed. Make appropriate City staff available for interviews*
  - Project Neon/Nevada Department of Transportation
  - Regional Transportation Commission of Southern Nevada
  - Las Vegas Valley Water District
  - City of Las Vegas, City Engineer Division
  - City of Las Vegas Department of Economic and Urban Development
  - City of Las Vegas Redevelopment Agency
  - Additional agencies deemed relevant by the City may be added.

Mapping of existing and proposed conditions will define current physical characteristics as well as the proposed projects that may impact the District. Coordination and integration of previously prepared plans will take place.

- Public Works Data Collection*
- ***City responsibility:*** *Make appropriate City staff available to provide requested information*
  - Comprehensive city base map
  - Utility maps for water, sewer, natural gas, electrical and communications infrastructure
  - Traffic and parking data

- Public transportation routes
- City land use policies
- Parks and open space

- Economic/Demographic Data Collection*
- ***City responsibility:*** *Provide access to available data*
  - Employment data and trends
  - Economic impact indicators and measures

- Real Estate Data Collection*
- ***City responsibility:*** *Provide access to available data*
  - Land use and parcel ownership data
  - Occupancy and vacancy data
  - Existing zoning, deed or legal restrictions
  - Regional and local market conditions

The real estate market assessment is essential to create practical recommendations for successful development and redevelopment improvements in the LVMD. The consultant team will prepare a real estate market assessment that will allow the LVMD to better understand future potentials in the real estate market and thereby provide appropriate development improvement recommendations.

*GIS data if available.

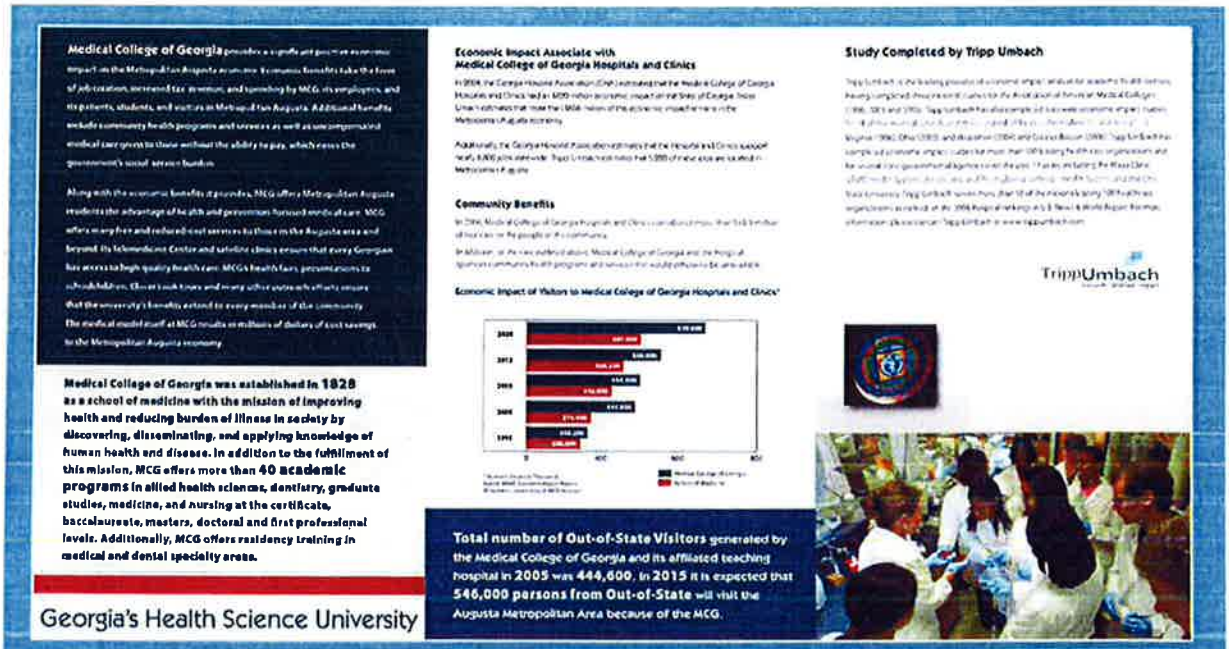
Issues:
- Scheduling and availability of key stakeholders
- Stakeholder inclination to keep development plans confidential
- Availability of public works, economic and real estate data

Month 2 Existing Conditions / Stakeholder Interviews

Based on the information collected in the previous phase of the work, the consultant shall identify common needs, coordination issues and physical development projects that will benefit the major institutions. Existing and proposed conditions will be analyzed to identify development opportunities and constraints.

- Complete Stakeholder Interviews
- ***City responsibility:*** *Identify additional stakeholders, if any*
  - Those institutions that were not able to schedule meetings during the first month will be interviewed at this time, as well as additional stakeholder groups that may have been identified during the course of previous interviews or research.
  - Develop summary presentation detailing future Stakeholder plans

- Public Works Mapping Integration
- ***City responsibility:*** *Convey any preferred mapping formats, if applicable*
  - This will provide the basis for a 2D and 3D digital model of the Medical District. Information from various public works agencies will be integrated into one digital base map to provide a coordinated, comprehensive base.



Economic Analysis of Metropolitan Augusta completed by Tripp Umbach for the Medical College of Georgia

- Context / Area Analysis
- ***City responsibility:*** *Convey any preferred mapping formats, if applicable*
  - Mapping and integration of existing land use, circulation, ownership and zoning data
  - Preliminary development of 3D computer model of district
  - Evaluation of existing circulation and parking capacity
  - Massing and development density analysis
  - Land capacity analysis and development potential

- Economic Data Analysis and Forecasts
- ***City responsibility:*** *Convey economic reporting standards, if any*
  - Preliminary summary of economic data and assumptions
  - Proposed economic indicators and methodology

- Real Estate Data Analysis and Forecasts
- ***City responsibilities:*** *Convey development standards*
  - Preliminary summary of real estate market data and assumptions
  - Proposed development evaluation strategy

After collecting the required market and demographic data, the consultant team will prepare an assessment of future real estate market potential for the LVMD with recommendations on an appropriate mix of uses as well as sustainable square footage recommendations by segment within each area based on existing real estate conditions and market location requirements. To supplement and validate this baseline data, the consultant team will incorporate the input collected during the community stakeholder interviews from local real estate brokers, land owners, and developers to further assist in evaluating the potential mix of uses in the district.

Required occupancy rates and rents to successfully encourage public and private investment will also be illustrated. The development recommendations will be discussed in the context of immediate, five year and ten year periods, which will feed into the Facilities Master Plan to be developed later in the project.

The Real Estate Market Assessment will also provide an introductory framework which will facilitate discussions with appropriate agencies, organizations, and property owners in the district in regard to any potential impacts on proximate parcels and development.

Parallel with the Real Estate Market Assessment, the team will meet with the internal business entities to discuss future growth needs. The consultant team will incorporate the input collected during stakeholder interviews with key land holders, such as the University Medical Center and Valley Hospital to further assist in evaluating the potential mix of uses in the district.

- Develop Public Comment Website
- ***City responsibility:*** *Convey data collection requirements, if any*
  - Develop content for "MindMixer" public interactive website
  - Develop polls/surveys to address issues identified during stakeholder interviews and research

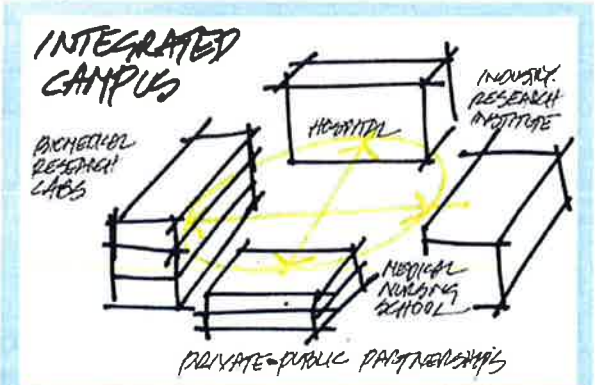
REVIEW MEETING 1: Existing Conditions and Stakeholder Plans Summary: A meeting with the Las Vegas Medical District Planning Committee to review summary and analysis of existing condition information and stakeholder interviews.

City responsibilities: *Establish meeting time, date and location. Disseminate information before the meeting.*

- Decisions Required: Within a two week review time, provide:
  - Approval and/or revisions to proposed public website
  - Approval and/or revisions to proposed economic indicators and methodology
  - Approval and/or revisions to proposed development evaluation strategy
  - Approval and/or revisions to mapping content and methodology
  - Approval and/or revisions to Stakeholder plans summary

Issues:

- Scheduling and availability of key stakeholders
- Stakeholder inclination to keep development plans confidential
- Coordination of multiple data formats into consistent data and presentation formats
- Large volume of data to be processed and analyzed
- Achieving consensus on public outreach extent and application



Trend towards integrated academic medical campus + facilities

Month 3 Summary Document Preparation: Existing Conditions & Stakeholder Plans

- Final Mapping/Modeling: Public Works Information
- ***City responsibility:*** *Make review comments available in a timely fashion*
  - Incorporate city review comments, develop final model and graphics for existing public works systems condition and analysis

- Final Mapping /Modeling: Stakeholder future plans
- ***City responsibility:*** *Make review comments available in a timely fashion*
  - Incorporate city review comments. Develop and incorporate 3D graphics into computer model. Develop final graphics and text summaries of stakeholder plans.

- Final Mapping/Modeling: Real Estate Development Market
- ***City responsibility:*** *Make review comments available in a timely fashion*
  - Incorporate city review comments. Develop maps and text summarizing land ownership, legal restrictions, and development potential. Incorporate real estate data into 3D computer model for analysis.

- Final Economic / Demographic Models and Forecasts
- ***City responsibility:*** *Make review comments available in a timely fashion*
  - Incorporate city review comments. Develop data summaries, methodology narrative, and basic models.

- Establish public comment website
- ***City responsibility:*** *Determine if a comments website should be incorporated into the project. Make review comments available in a timely fashion.*
  - Incorporate city review comments. Develop website to go live on the same day as the initial public meeting.

Issues:

- Coordination and documentation of all City and stakeholder comments
- Achieving consensus on final mapping format, methodology and data sets
- Agreement of strategy for public comment website roll-out and content
- Data sharing concerns for stakeholder information

Month 4 Visioning and Conceptual Planning

In accordance with the District's vision and mission statements, the consultant shall formulate a compre

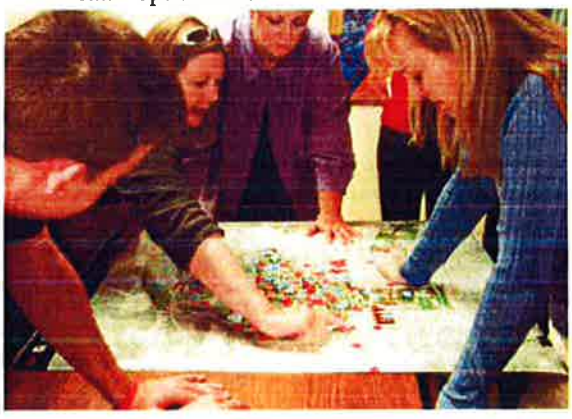
hensive description and physical plan concept for future development. The vision shall address the desire to create a nationally recognized academic health sciences center.

SmithGroup, LLC employs dozens of approaches for managing public engagements that are tailored to the size and composition of the involved community groups. A core value of all our approaches is that they are transparent, elicit valuable input, identify impediments and build consensus among all parties.

For large planning efforts, effectively facilitating large groups is vital to success. Workshops with many participants often mean that a diversity of perspectives will be present. SmithGroup, LLC provides a range of activities that allow all participants to comfortably express their views and to feel that they are being heard. Ensuring that all voices are recognized can be complemented by activities that bring everyone together to build a common understanding of the issues and opportunities at hand.

A valuable element of a successful public process is the need to educate the participants. Participants need a clear understanding of the project scope, meeting objectives and issues and opportunities in order to provide thoughtful input and avoid "knee-jerk" reactions. Typically, we will assemble the entire group together at the start of a meeting to discuss background information, e.g., "where we are today" in the planning process, and how the current workshop fits into the "big picture." We develop and share educational material that provides a launching point for the public process and a platform for common understanding. The format for these initial meetings can include:

- Formal presentations
- Creating educational "primers" or workbooks
- Informal "open houses"





The heart of a public engagement process includes the activities used to hear from participants, collect input and build consensus. For large groups, splitting participants into multiple, focused breakout groups that each address a topic or range of issues is a key approach to enabling all participants to express their views. It is vital to balance the depth of conversations to gain meaningful insight, with enough breadth to understand the broader context. Specific activities we use in smaller groups include:

- Brainstorming activities
- Graphical mapping exercises
- Post-it commenting
- Dot-voting/priority setting
- Alternative future explorations
- Small group discussions with participant note takers
- Visual preference voting
- Reflective writing and idea sharing

Equally important to hearing from individuals, is bringing the whole group back together before the meeting's conclusion in a follow-up or consensus building activity. This way, people leave the workshop with an understanding of the direction with which the majority would like to move forward. Follow-up activities allow the entire group to see and share results in a transparent fashion. Whole group activities can include:

- Dot-voting activities across all topics or issues
- Priority setting/allocation games
- Real-time electronic voting (using "clickers")
- Small groups "reporting out" to the whole group
- Sequencing topic "stations" (i.e., a musical chairs approach)

In addition to orchestrating the workshop themselves, SmithGroup, LLC facilitates the overall public engagement process ensuring that everything runs smoothly by employing a number of organizational methods, including:

- Providing comment sheets at all public meetings for participants to write-in thoughts they have about the content of the workshops or the process itself
- Assist the client in making workshop results available to the entire community
- Providing community notices or publishing a newsletter about outcomes as well as upcoming engagement opportunities
- Analyzing workshop results and providing a statistical analysis where appropriate
- Developing online surveys, "workshops-in-a-box" or takeaway activates that participants can share with their friends, families and neighbors

Scenario Refinement

Typically, Master Plan development goes through three cycles: (1) Preliminary; (2) Draft; and (3) Final. Each cycle is more refined than the previous based on public and stakeholder input. Graphics which may be loose and informal in the Preliminary Master Plan become digitally refined and supported by rendered plan and illustrative graphics in the Draft stage. It is anticipated the LVMD Facilities Master Plan would include the following:

- Future Vision for the LVMD
- Trends
- Land Use
- Circulation
- Infrastructure
- Open Space
- Development Guidelines
- Sustainable Best Practices

REVIEW MEETING 2: Scenario Refinement

- ***City responsibilities:*** *Establish meeting time, date and location. Disseminate information before the meeting.*
- ***Decisions required:*** *Comments, revisions on the three scenarios*

A second draft of the development scenarios will be prepared that incorporates comments and feedback received on the first draft. More detailed information regarding proposed development concepts and recommendations will be included. A first draft of the Master Plan document will be assembled for initial review.

- Second Draft: Concept Land Utilization Plan, 3 Scenarios: Incorporate City and Public comments, develop additional detail regarding:
  - Land use
  - Building Massing
  - Open Space
  - Infrastructure
  - Land area tabulations
  - Image boards of design character
  - 3D models

- Second Draft: Circulation Concepts: 3 Scenarios Incorporate City and Public comments, develop additional detail regarding:

- Right-of-way
- Parking
- Public transit

- First Draft, Conceptual Master Plan
  - Table of Contents
  - Proposed format
  - Existing Conditions section
  - Stakeholder plans section
  - Sample graphics

Issues:
- Incorporating review comments to the scenarios in a manner that honors the intent of the commentators without compromising the overall project vision.
- Soliciting comments from all stakeholders in a timely fashion.
- Creating summary graphics that clearly communicate the intent of each scenario, even to individuals not accustomed to evaluating planning documents.

Month 5 Scenario Selection

REVIEW MEETING 3: Scenario Choice
- ***City responsibilities:*** *Establish meeting time, date and location. Disseminate information before the meeting.*
- ***Decisions required:*** *Choice of preferred scenario*

PUBLIC MEETING 1: Scenario Choice
- ***City responsibilities:*** *Establish meeting time, date and location. Disseminate information before the meeting.*
- Meeting agenda:
  - Presentation of three scenarios
  - Public input on scenarios

- Final Draft: Concept Land Utilization Plan, Preferred Scenario Scenarios: Incorporate City and Public comments, develop additional detail regarding:
  - Land use
  - Building Massing
  - Open Space
  - Infrastructure
  - Land area tabulations
  - Image boards of design character
  - 3D models
  - 3D Renderings

- Final Draft: Circulation Concepts: Preferred Scenarios Incorporate City and Public comments, develop additional detail regarding:
  - Right-of-way
  - Parking
  - Public transit

- Final Draft Public Works Plan: Preferred Scenario. Detailed graphics and analysis of public works implications of preferred master plan scenario, including
  - Water
  - Sewer

- Second Draft, Conceptual Master Plan
  - Revised First draft per City comments
  - New section: summary of three scenarios, and decision making process
  - New section: detailed review of preferred scenario

Issues:
- Reaching agreement on one scenario among a group with varying goals and priorities.
- Clearly illustrating how comments from previous phases have been incorporated. .
- Creating summary graphics that clearly communicate the intent of each scenario, even to individuals not accustomed to evaluating planning documents.
- Managing public expectations: presenting the final scenario in a fashion that created excitement without creating unreasonable expectations.

Month 6 Final Master Plan Draft

REVIEW MEETING 4: Final Preferred Scenario Review
- ***City responsibilities:*** *Establish meeting time, date and location. Disseminate information before the meeting.*
- ***Decisions required:*** *Approval/Comments of final scenario*

- Final Draft: Conceptual Master Plan

- Final Draft: Preferred Scenario

Issues:
- Incorporating stakeholder, public and city comments effectively
- Creating multiple document formats that provide summary presentations that speak to a range of constituents, from a simple brochure, to target real estate development markets.

Final Review and Comments

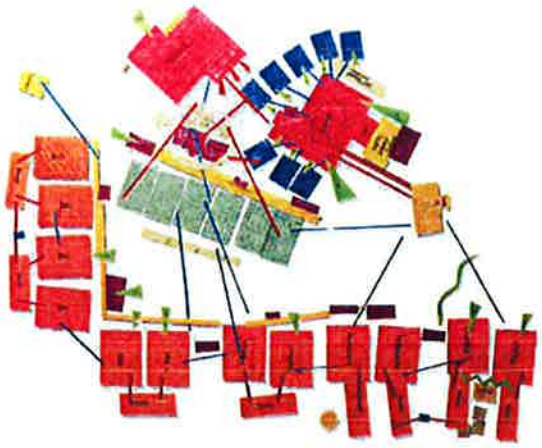
- ***City responsibilities:*** *Establish meeting time, date and location. Disseminate information before the meeting.*
- ***Decisions required:*** *Provide comments within the two week review period*

- Final Document Preparation
  - Final draft, Master Plan

*Meeting via WebEx videoconference or similar medium

Issues:

- Incorporating stakeholder, public and city comments effecrively
- Creating multiple document formats that provide summary presentations that speak to a range of
- constituents, from a simple brochure, to target real estate development markets.



Month 7 Communications Package

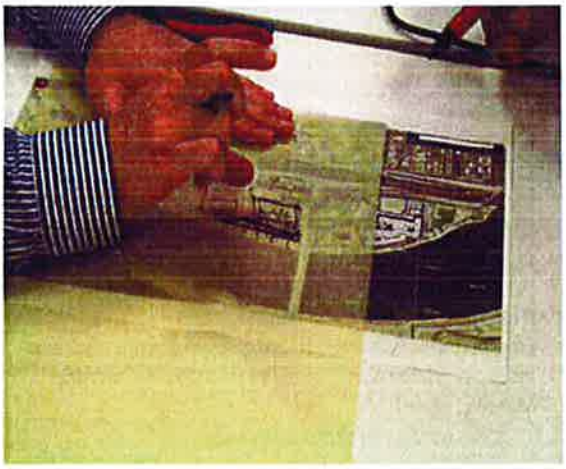
REVIEW MEETING 5: Final Master Plan Approval

- ***City responsibilities:*** *Establish meeting time, date and location. Disseminate information before the meeting.*
- ***Decisions required:*** *Final approval of Master Plan package*

- Document Printing
  - Final Master Plan

- Final video production
  - Fly-through of 3D model
  - Video interviews with city/stakeholder participants

- Communications graphics developed
  - Summary brochure
  - Final web graphics



Issues:

- Providing effective communications materials, including print and electronic formats, to support a public outreach program.
- Coordinating public outreach among a user group with varied goals and priorities.

Month 8 Public Roll-Out

- ***City responsibilities:*** *Establish meeting time, date and location. Disseminate information before the meeting.*
- ***Decisions required:*** *Final approval of Master Plan Public Communications package*



PUBLIC MEETING 2: Final Master Plan Presentation

- ***City Responsibilities:*** *Establish meeting time, date and location. Disseminate information before the meeting.*

- Meeting agenda:
  - Presentation of final master plan document

- Publication/Communications Roll-Out

Implementation Plan /

Implementation is the test of all long-range plans. For a plan to be successful, critical recommendations must be accomplished. Community participation in the development of a consensus-based master plan is essential for establishing a strong foundation for implementation. Just as importantly, the City of Las Vegas' involvement in the problem-solving process is essential in building an increased understanding of the dynamic relationships which exist between the components of the plan. This understanding creates a foundation for accurately assessing the implications of site-specific decision to that the university can move forward with the confidence that each individual project is consistent with longer-term objectives.

The master planning process also yields more detailed products which interpret the framework plan's general principles and concepts by translating them into specific development and improvement projects. These products include sub-campus plans, design and development guidelines, and phasing opportunities for the short-, mid- and long-range projects. The framework needs to be **flexible and adaptable** to allow for change.

We believe that the critical components of the master plan implementation process for the Las Vegas Medical District will include:

- **Leveraging stakeholder projects:** A clear understanding of the time line and scope of stakeholder projects will provide an opportunity for the plan to identify public projects that can build on private investment, to provide maximum impact. Providing one centralized reference point for all stakeholders will also allow individual entities to coordinate their own investments. Our project schedule prioritizes the understanding and coordination of stakeholder projects in order to allow this base of knowledge to inform the planning process from the beginning.
- **Definition of development opportunities:** To attract investment, the plan will identify prime real estate development opportunities, both from the physical perspective in terms of identifying parcels or building; and from the economic perspective in terms of identifying potential markets and financing strategies. Out team includes Forest City, a firm with extensive experience in urban development projects, specifically to provide this holistic approach to identifying development opportunities.
- **Meaningful public participation and communication:** When the community is involved in the planning process, and supportive of the final goals, implementation becomes a priority. An open, inclusive planning process will allow the community to take ownership of the plan, when the plan is complete, effective materials that communicate its goals and strategies to community will ensure that it is understood. A wide range of materials that speak to private citizens, the business community, the larger region, and even potential international investors will allow the City of Las Vegas to effectively market the potential of the Medical District. Out project schedule includes tasks related to developing materials specifically tailored to this targeted communications strategy.

A successful example of a medical district master plan implementation is the Downtown Phoenix Biomedical Campus, a project in which our team has been involved for 15 years. Starting with a vacant lot with three derelict buildings, the site has grown to include the TGEN research lab, Arizona Biomedical Collaborative, and the University of Arizona Medical School in Phoenix. Growth continues, with an additional medical research building in design and a large outpatient cancer treatment center under construction.



Participation by Phase

Legend:

- Lead / Primary Responsible ●
- Optional Participant ○
- Meeting/Event ★

Workplan Phases	City of Las Vegas	SmithGroup, LLC	Carpenter Sellers	Tripp Umbach	Forest City
Month 1 **Existing Conditions/Stakeholder Interviews**					
Review Base Documents		●	●	●	●
Schedule/Conduct District Institution Interview	○	●			
Interviews with Public Works/Planning Departments		○	●		
Public Works Data Collection	○	○	●		
Economic/Demographic Data Collection	○			●	
Real Estate Data Collection	○				●
Month 2 **Existing Conditions/Stakeholder Interviews**					
Conduct District Institution Interview		●			
Public Works Mapping Integration		●	○		
Institutional planning Integration		●	○		
Economic/Demographic Data Analysis and Forecasts		○		●	
Real Estate Data Analysis and Forecasts		○		○	●
Develop Public Comment Website		●			
REVEW MEETING: Existing Conditions & Stakeholder Plans Summary	●	●	○	○	○
Month 3 **Summary Document Preperation: Existing Conditions & Stakeholder Plans**					
Final Mapping/Modeling: Public works information		●	○		
Final Mapping/Modeling: Stakeholder future plans		●			
Final Mapping/Modeling: Real Estate Market Condition		●			○
Final Economic /Demographic Models and Forecasts		○		●	
Establish public comment website		●			
★ REVIEW MEETING: Existing Conditions & Stakeholder Plans Draft Document	●	●	○	○	○
Month 4 **Visioning & Scenario Refinement**					
First Draft: Concept Land Utilization Plan, 3 Scenarios		●			
First Draft: Circulation Concepts, Three Alternates		●	○		
Public Comment Website goes live		●			
Draft 2: Land Utilization Plan, Three Alternates		●	○		
Draft 2: Circulation Concepts, Three Scenarios		●	○		
Draft 1: Conceptual Master Plan		●	○	○	○

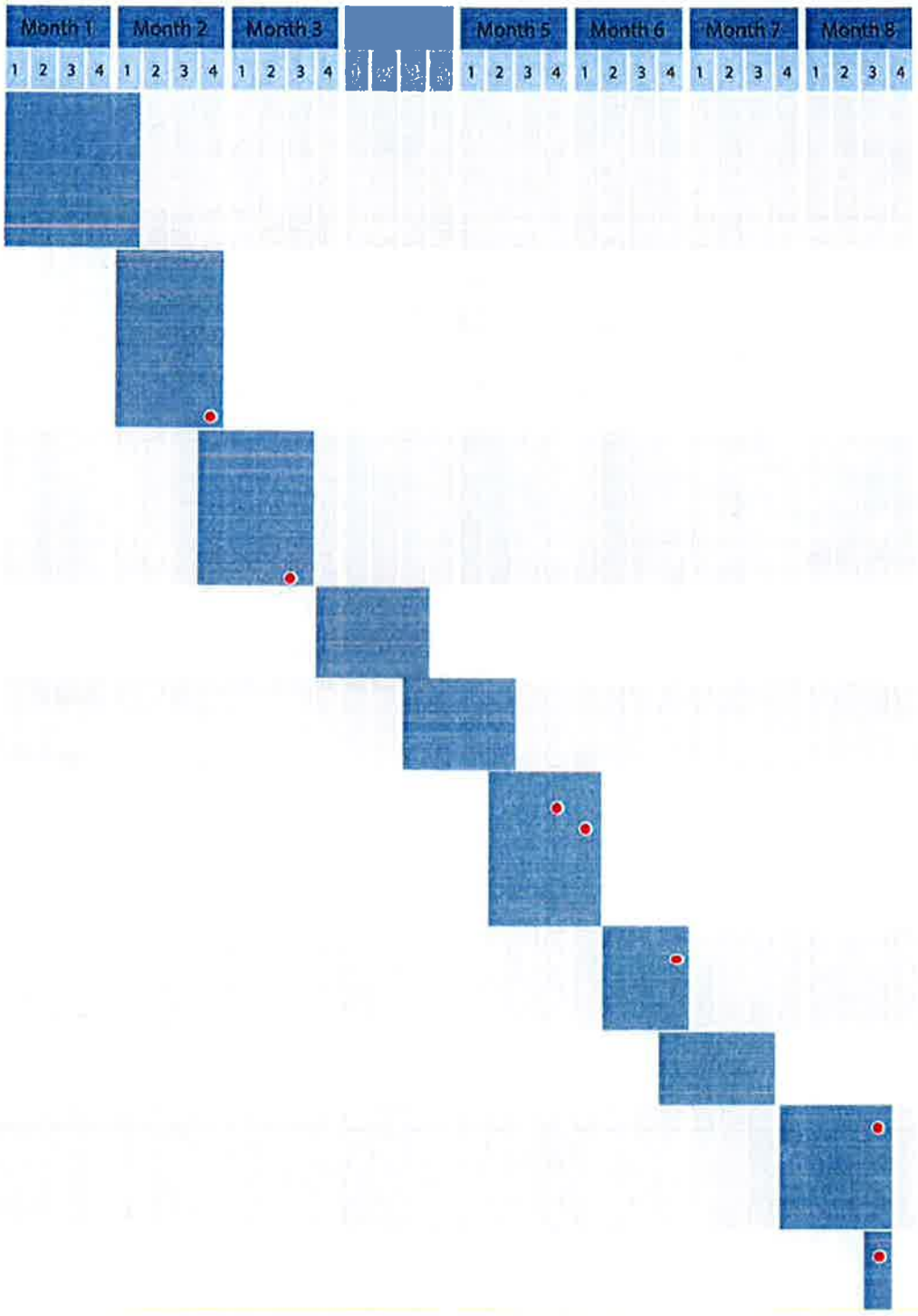
Workplan Phases	City of Las Vegas	SmithGroup, LLC	Carpenter Sellers	Tripp Umbach	Forest City
Month 5 **Scenario Choice**					
★ REVIEW MEETING: Scenario Choice	●	●	○	○	○
★ PUBLIC MEETING: Scenario Choice	●	●	○		
Final Draft: Land Utilization, Preferred Scenario		●	○		
Final Draft: Circulation Concepts: Preferred Scenario		●	○		
Public Works Plan: Preferred Scenario		●	○		
Draft 2: Conceptual Master Plan		●	○	○	○
Month 6 **Final Master Plan Draft Review and Comments**					
★ REVIEW MEETING: Final Preferred Scenario Review	●	●	○	○	○
Final Draft: Conceptual Master Plan		●			
Final Graphics: Preferred Scenario		●			
Two week review comment period	●				
Final Document Preparation		●			
Month 7 **Communications Package**					
★ REVIEW MEETING: Final Document Approval	●	●			
Document Printing		●			
Final Video production		●			
Communications graphics developed		●			
Month 8 **Public Roll-Out**					
★ PUBLIC MEETING: Final Plan Presentation	●	●			

Legend:

- ● Lead / Primary Responsible
- ○ Optional Participant
- ★ Meeting/Event

Project Schedule /

Task	Duration
DATA COLLECTION/STAKEHOLDER INTERVIEWS	**5 Weeks**
Review Base Documents	
Schedule/Conduct District Institution Interview	
Interviews with Public Works/Planning Departments	
Public Works Data Collection	
Economic/Demographic Data Collection	
Real Estate Data Collection	
OPPORTUNITIES AND CONSTRAINTS ANALYSIS	**4 Weeks**
Conduct District Institution Interview	
Public Works Mapping Integration	
Institutional planning Integration	
Economic/Demographic Data Analysis and Forecasts	
Real Estate Data Analysis and Forecasts	
Develop Public Comment Website	
● REVEW MEETING: Existing Conditions & Stakeholder Plans Summary	
SUMMARY DOCUMENT: EXISING CONDTIONS AND STAKEHOLDER PLANS	**4 Weeks**
Final Mapping/Modeling: Public works information	
Final Mapping/Modeling: Stakeholder future plans	
Final Mapping/Modeling: Real Estate Market Conditions	
Final Economic /Demographic Models and Forecasts	
Establish public comment website	
● REVIEW MEETING: Existing Conditions & Stakeholder Plans Draft Document	
VISIONING, PUBLIC INVOLVEMENT AND CONCEPTUAL PLANNING	**4 Weeks**
First Draft: Concept Land Utilization Plan, 3 Scenarios	
First Draft: Circulation Concepts, Three Alternates	
Public Comment Website goes live	
SCENARIO EVALUATION AND REFINEMENT	**4 Weeks**
Draft 2: Land Utilization Plan, Three Alternates	
Draft 2: Circulation Concepts, Three Scenarios	
Draft 1: Conceptual Master Plan	
SCENARIO SELECTION	**4 Weeks**
● REVIEW MEETING: Scenario Choice	
● PUBLIC MEETING: Scenario Choice	
Final Draft: Land Utilization, Preferred Scenario	
Final Draft: Circulation Concepts: Preferred Scenario	
Public Works Plan: Preferred Scenario	
Draft 2: Conceptual Master Plan	
FINAL MASTER PLAN	**3 Weeks**
● REVIEW MEETING: Final Preferred Scenario Review	
Final Draft: Conceptual Master Plan	
Final Graphics: Preferred Scenario	
DOCUMENT REVIEW AND COMMENTS	**4 Weeks**
Two week review comment period	
Final Document Preparation	
COMMUNICATIONS PACKAGE	**3 Weeks**
● REVIEW MEETING: Final Document Approval	
Document Printing	
Final Video production	
Commications graphics developed	
PUBLIC ROLL OUT	**1 Week**
● PUBLIC MEETING: Final Plan Presentation	
Publication/Communications Roll-Out	


Legend:
Meeting/Event
Month 1
Month 2
Month 3
Month 5
Month 6
Month 7
Month 8
1 2 3 4

Pricing /

City of Las Vegas

Facility Master Plan

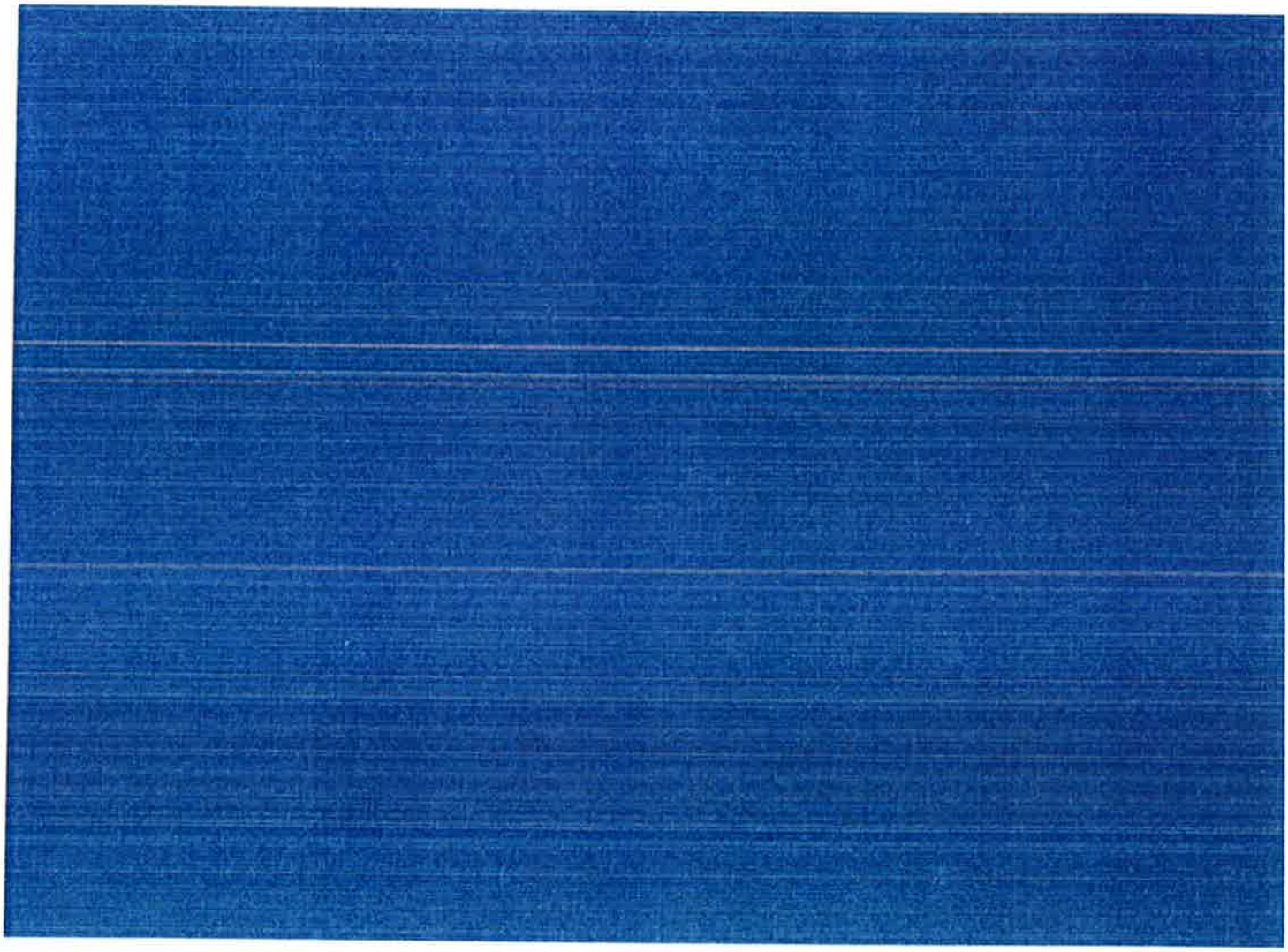
Fees - Revised 8/14/2014

TASK		PIC		PM		Planner		Graphics		Support		TOTAL	
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
			$220		$190		$175		$120		$75		
Existing Documents Review			$0	16	$3,040	40	$7,000		$0	4	$300	60	$10,340
Stakeholder Interviews	10		$0	60	$11,400	60	$10,500		$0	8	$600	128	$22,500
Public Works Interviews	4		$0	16	$3,040	16	$2,800		$0	8	$600	40	$6,440
Summary Stakeholder Report		8	$1,760	24	$4,560	40	$7,000	24	$2,880	8	$600	104	$16,800
LVMDPC Reviews	2	4	$880	24	$4,560	24	$4,200	20	$2,400	8	$600	80	$12,640
Public Meetings	2	4	$880	24	$4,560	24	$4,200	40	$4,800	8	$600	100	$15,040
15 year projections			$0	10	$1,900	20	$3,500	20	$2,400		$0	50	$7,800
3 Development Scenarios		2	$440	20	$3,800	60	$10,500	40	$4,800		$0	122	$19,540
Conceptual Master Plan		2	$440	16	$3,040	60	$10,500	40	$4,800	8	$600	126	$19,380
Final Master Plan		4	$880	20	$3,800	40	$7,000	60	$7,200	8	$600	132	$19,480
Public Communcations Materials		2	$440	16	$3,040	32	$5,600	60	$7,200	8	$600	118	$16,880
		26	$5,720	246	$46,740	416	$72,800	304	$36,480	68	$5,100	1060	$166,840

SmithGroup, LLC Fees:	$166,840
Update to Economic Study by Tripp Umbach:	$10,000
Total Reimbursables:	$23,000
TOTAL FEE:	**$199,840**

Optional Services Opportunities:

Detailed Economic Study - Tripp Umbach Fees:	$31,500
Local Representation - Carpenter Sellers Fees:	$53,600
Real Estate Analysis - Forest City Fees:	$41,800
Civil Engineering / Infrastructure Planning - T.Y. Lin Fees:	$28,400



ANN ARBOR

CHICAGO

DALLAS

DETROIT

LOS ANGELES

MADISON

PHOENIX

SAN FRANCISCO

SHANGHAI

SmithGroup, LLC



Exhibit B: "The Vision for the Las Vegas Medical District Advisory Council" (Draft)

The Vision of the Las Vegas Medical District Advisory Council for the Las Vegas Medical District Dated: June 1, 2014

Mission By 2030, the Las Vegas Medical District will be the clinical care, research, wellness, education and training center of Southern Nevada and the premier academic medical district in the southwestern United States. This will be substantiated by the following accomplishments:

Program and Facility Development

1. The District will be home to the University of Nevada, Las Vegas (UNLV) fully accredited allopathic medical school.
2. The District will be home to the UNLV School of Nursing, UNLV Department of Physical Therapy, and other allied health sciences education and training programs.
3. Promote the continuing development of the UNLV School of Dental Medicine education, training, research and care enterprise.
4. Promote the continuing development of the Nevada System of Higher Education's (NSHE) state-of-the-art Clinical Simulation Center of Las Vegas, which currently supports clinical training for the UNLV and Nevada State College (NSC) Schools of Nursing, the University of Nevada School of Medicine (UNSOM) and, ultimately, the UNLV School of Medicine.
5. Centers of excellence in healthcare, research, education and training will be located within the District.
6. The physical campus of the District will be planned and improved in a manner attractive to patients, employees, students, residents and new businesses and institutions:
    a. Attractively landscaped streets, parks and open spaces
    b. Adequate parking
    c. Hotels for patients and visitors
    d. Quality housing within or nearby the District for employees
7. The District will be connected to the region via mass transit and will provide transit circulation within its borders.
8. UMC and Valley Hospital Medical Center will be expanded substantially as teaching hospitals and centers of excellence.
9. Additional specialty hospitals and health care service providers will reside within the District, in affiliation with existing hospitals or as freestanding facilities.
10. The District will be the preferred location for all regional facilities and services of the highest specialties, particularly those where there is only financial or market support for one.
11. The Cleveland Clinic will refine its presence on the Symphony Park campus.
12. The District will include a regional and collaborative international patient center.

Brand and Reputation

1. The District will be the academic center of preference for promoting health and meeting complex health needs for Nevada residents, residents from neighboring states, and visitors.
2. The District will be recognized nationally as a robust academic health sciences center promoting health and wellness, and providing high quality health care that ranks highly with other significant health science centers. Health care professionals trained and practicing in the District will be considered among the finest.
3. Individuals from our community and throughout Nevada as well as tourists from the U. S. and around the world will seek to meet their health care needs in the District due to a distinguished reputation of high quality health care and innovative research. Medical tourism in Southern Nevada will grow and contribute to the region's economic diversification.

Economic Impact

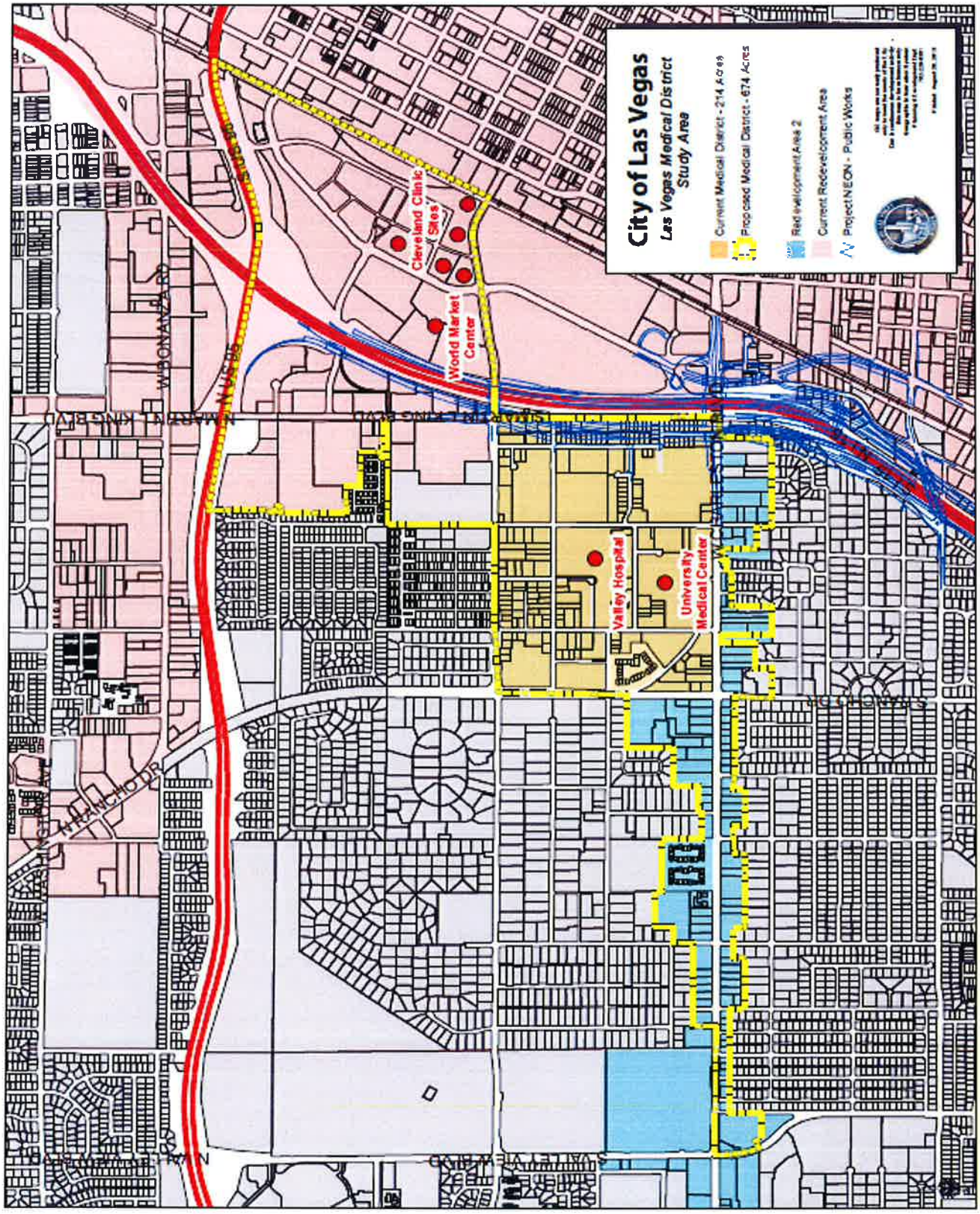
1. The District will realize a total annual economic impact of $3.0 billion and employ 20,000 employees at an average annual wage in current dollars of $80,000.

Operations and Policy

1. The District will promote an economic environment that promotes quality health care with appropriate funding and reimbursement rates necessary to support its healthcare, research, education and training mission.
2. A non-profit advisory and support organization will be created, comprised of District stakeholders and civic leaders, to provide common services, facilities and beneficial collaboration to the District.
3. The District will be the central hub of health services and facilities and the center of coordinated care within the region.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

EXHIBIT B – Las Vegas Medical District Map



ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1: Contracting Entity	Block 2: Description / Subject Matter of Contract
Name: SmithGroup, LLC	**Services for:** Contract for Consulting Services for the Las Vegas Medical District
Address: 455 North 3rd Street, Suite 250 Phoenix, Arizona 85004	
Telephone: 602-265-2200	**Project Number:** 140176-CB
EIN or DUNS : 808238575 Duns/20-1146650 Tax ID	

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.	Eric Kirkland (Managing Member)	8350 N Central Expressway #500, Dallas, TX 75206	214.559.4851
2.	D. Brooke Smith (Manager)	500 Griswold Street, #1700, Detroit, MI 48226	313.983.3600
3.	Carl Christiansen (Manager)	301 Battery Street, 7th Fl, San Francisco, CA 94111	415.227.0100
4.	A. Bradley Woodman (Manager)	455 N. Third Street, #250, Phoenix, AZ 85004	602.265.2200
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

A. Bradley Woodman
Name

10.30.14
Date

Subscribed and sworn to before me this 30th day of October, 2014

Linda M. Lee
Notary Public

LINDA M. LEE
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
October 29, 2016

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
For possible action to approve an Estoppel Agreement for the City's consent of the Lessee's collateral assignment of the leasehold interest in the Desert Pines Golf Club Lease Agreement to the Prudential Insurance Company of America as security in connection with a loan for the Desert Pines Golf Club located at 3415 East Bonanza Road - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On July 16, 2014 City Council consented to an assignment of the Desert Pines Golf Club Lease Agreement to CF Desert Pines Arcis LLC ("Lessee"). Lessee will be assigning the leasehold interest under the lease to the Prudential Insurance Company of America as security in connection with a loan that will be secured by a leasehold deed of trust, security agreement and a collateral assignment of leases and rents pertaining to the leasehold interest in the Golf Club property. Lessee is now requesting the City's consent to the mortgage of the leasehold interest pursuant to the terms of the Estoppel Agreement. The Estoppel only assigns the leasehold interest in the Desert Pines Golf Course and does not impact the City's ownership in the Golf Course. The leasehold interest is being assigned as security only, and it is not a direct assignment to Prudential.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Estoppel Agreement

ESTOPPEL AGREEMENT

The **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada, is the landlord (the "**Landlord**") under that certain Nature Park Golf Course Lease and Management Agreement dated as of January 3, 1996, as amended by that certain First Amendment to Nature Park Golf Course Lease and Management Agreement dated as of October 2, 1996, that certain Second Amendment to Nature Park Golf Course Lease and Management Agreement dated as of July 14, 1997, and that certain Third Amendment to Nature Park Golf Course Lease and Management Agreement dated as of August 21, 2013 (as amended, the "**Lease**") between Landlord and SOUTHWEST GOLF LTD., a Nevada limited partnership, as successor-in-interest to Nevada Exchange Coordinators, a Nevada corporation, as successor-in-interest to Golf Club of Nevada, Inc., a Nevada corporation, as successor by name change to Nature Park, Inc., a Nevada corporation (the "**Tenant**") for certain real property and improvements located in Clark County, Nevada and more particularly described in Exhibit A, attached hereto and incorporated herein (the "**Property**").

Landlord acknowledges that Landlord has been advised that Tenant's interest under the Lease has been assigned to CF Desert Pines Arcis LLC (the "**Borrower**") and that Borrower's interest under the Lease will be assigned to The Prudential Insurance Company of America, Prudential Asset Resources, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, Attention: Asset Management Department, Reference Loan No. 706109702 (the "**Lender**") as security in connection with a mortgage loan that may be made by Lender to Borrower (the "**Loan**"), which loan, among other things is to be secured by a leasehold deed of trust and security agreement (the "**Leasehold Deed of Trust**") and a collateral assignment of leases and rents (the "**Assignment of Leases and Rents**") pertaining to Borrower's leasehold interest in the Property pursuant to the Lease.

For valuable consideration paid, the receipt and adequacy of which is hereby acknowledged, Landlord represents and warrants to Lender and to its successors and assigns, that the following statements are true as of the date of this Estoppel Agreement:

1. A true, complete, and correct copy of the Lease is attached hereto as Exhibit B and incorporated herein.

2. The Lease is a complete statement of the agreement between the parties with respect to the letting of the Property referred to therein and has not been assigned, changed, modified, supplemented, or amended in any way, and Tenant and/or its predecessor in interest have not notified Landlord that the Property has been sublet in whole or in part.

3. The Lease is in full force and effect and free from any default by either party. Landlord has no knowledge of any default under the Lease, which presently exists, or any condition that, with the passage of time or giving of notice or both, would become a default under the Lease, either by Borrower or Landlord. As of the date hereof, Borrower has no outstanding offsets or credits against, or deductions from its rent obligations under the Lease, or "free rent" period entitlements.

4. The term of the Lease commenced on September 11, 1996 and ends on August 30, 2061. The current total annual rental payable by Borrower to Landlord for the use and occupancy of the Property is the greater of $100,000.00 or 1¼% of Gross Revenues (as defined in the Lease) per year.

5. Borrower has unconditionally accepted delivery and possession of the Property and has entered into occupancy thereof.

6. The address for notices to be sent to Landlord is as set forth in the Lease.

7. Landlord has not sold, transferred, assigned, hypothecated or pledged Landlord's interest in the Lease, but Landlord reserves all rights in connection with the Lease. In the event that Landlord sells, transfers, assigns, hypothecates or pledges Landlord's interest in the Lease, Landlord will give Lender written notice of the same.

Landlord understands that the Lender is relying on these representations and warranties as a basis for making a loan to the Borrower.

Landlord hereby consents to the mortgage of the Borrower's leasehold interest in the Property to Lender pursuant to the Leasehold Deed of Trust, the Assignment of Leases and Rents, and all other documents encumbering Borrower's leasehold interest in the Property, including but not limited to Uniform Commercial Code Financing Statements related thereto (collectively the "**Security Documents**"), and Landlord expressly agrees that the execution, delivery and/or recording of the Security Documents shall not be deemed to constitute a default under the Lease. The Lease shall be assignable to Lender and/or an affiliate of Lender or to a purchaser at a foreclosure sale (or by deed-in-lieu of foreclosure) without the prior consent of Landlord.

No agreement between Landlord and Borrower modifying, amending, canceling, terminating or surrendering the Lease, or any part thereof, shall be effective without the prior written consent of Lender, which may be granted or denied in Lender's sole and absolute discretion, and any such action taken without Lender's consent shall not be binding upon Lender.

Any amounts collected for losses under any of the fire, casualty or other policies which are required to be maintained pursuant to Sections 19.03 and 19.05 of the Lease shall be held by Lender and, through a disbursement procedure established by Lender, made available in periodic installments to repair, restore or rebuild the damaged improvements.

Landlord agrees that there shall be no merger of estates if Borrower acquires a fee interest in the Property or if Landlord, or any successor-in-interest to Landlord, acquires Borrower's leasehold interest in the Property. In the event both Landlord's and Borrower's estate under the Lease or any portion thereof which constitutes a part of the Property shall at any time become vested in Landlord, the Leasehold Deed of Trust shall not be destroyed or terminated by application of the doctrine of merger unless Lender so elects as evidenced by recording a written declaration so stating and, unless and until Lender so elects, Lender shall continue to have and enjoy all of the rights and privileges of Lender as to the separate estates. Landlord agrees that Borrower may delegate irrevocably to Lender the authority to exercise any or all of Borrower's rights under the Lease, including without limitation the right of first refusal to purchase the Property set forth in Section 10 of the Lease, provided that the exercise of such rights shall be subject to the terms of the Lease. Such delegation of authority may be effected by the terms of any instrument in writing executed by Borrower.

Landlord acknowledges that all notices required to be given by Lender under the Lease in order to establish rights of Lender shall be deemed given. Notices to Lender shall be delivered to the following addresses:

///

///

The Prudential Insurance Company of America
c/o Prudential Asset Resources, Inc.
2100 Ross Avenue
Suite 2500
Dallas, Texas 75201
Attention: Asset Management Department
Reference Loan No. 706109702

with a copy to:

The Prudential Insurance Company of America
c/o Prudential Asset Resources, Inc.
2100 Ross Avenue
Suite 2500
Dallas, Texas 75201
Attention: Legal Department
Reference Loan No. 706109702

This Estoppel Agreement shall be binding upon Landlord and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Attest:

_____
Beverly K. Bridges, MMC, City Clerk

Approved as to Form:

John S. Ridilla 10/29/14
John S. Ridilla, Deputy City Attorney

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2014, by Carolyn G. Goodman as Mayor of the City of Las Vegas, a municipal corporation of the State of Nevada.

_____
Signature of Notary Public [SEAL]

EXHIBIT A

Property

NATURE PARK SITE

A.P.N. 139-36-502-001 & 002 & 139-36-602-001
(020-340-002 & 005 & 020-600-004)
NATURE PARK GOLF COURSE

That portion of the Northeast Quarter (NE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as:

That certain 98.020 acre, more or less, parcel of land shown as NATURE PARK on the RECORD OF SURVEY on file in File 64 of Surveys, Page 66 of Clark County, Nevada Records.

MOJAVE/CEDAR PROPERTY

A.P.N. 139-36-601-001 (020-600-003)
CITY PARCEL SOUTHWEST CORNER OF MOJAVE AND CEDAR

That portion of the Northeast Quarter (NE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

COMMENCING at the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 36 as shown on the Record of Survey on file in File 64 of Surveys, Page 66 of Clark County, Nevada Records; thence along the West line of said Northeast Quarter (NE 1/4), North 00°10'05" West a distance of 917.95 feet to the Westerly prolongation of the North line of that certain parcel of land described by DEED to the STATE OF NEVADA recorded July 6, 1981 as Instrument Number 1387909 of Clark County, Nevada Records; thence along the Westerly prolongation of the North line of said STATE OF NEVADA parcel, South 87°56'12" East a distance of 30.02 feet to the TRUE POINT OF BEGINNING on the East line of the West 30.00 feet of said Northeast Quarter (NE 1/4), also being the Northwest corner of said STATE OF NEVADA parcel; thence along the North line of said STATE OF NEVADA parcel, continuing South 87°56'12" East a distance of 415.57 feet to the Northeast corner of said STATE OF NEVADA parcel, on the West Right-of-Way line of MOJAVE ROAD as shown on said File 64 of Surveys, Page 66; thence along said West Right-of-Way line of MOJAVE ROAD, North 00°09'09" West a distance of 367.63 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 20.00 feet; thence Northwesterly along said tangent curve, through a central angle of 89°43'30", an arc distance of 31.32 feet to the South Right-of-Way line of CEDAR AVENUE as shown on said File 64 of Surveys, Page 66; thence tangent to said

curve, along said South Right-of-Way line of CEDAR AVENUE, North 89°52'39" West a distance of 375.36 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 20.00 feet; thence Southwesterly along said tangent curve, through a central angle of 90°17'26", an arc distance of 31.52 feet o the East Right-of-Way line of 30TH STREET as shown on said File 64 of Surveys, Page 66; thence tangent to said curve, along said East Right-of-Way line of 30TH STREET, South 00°10'05" East a distance of 353.35 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 3.624 acres, more or less.

EXHIBIT B

Lease

NATURE PARK GOLF COURSE
LEASE AND MANAGEMENT AGREEMENT

THIS LEASE AND MANAGEMENT AGREEMENT (this "Lease") is made and entered into as of JANUARY 3, 1996, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord"), and Nature Park, Inc., a Nevada corporation ("Tenant").

SECTION 1
LEASED PROPERTY

Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those premises ("Leased Property") consisting of that land described on Exhibit A attached hereto and incorporated herein by reference, together with all improvements thereon and appurtenances thereto. The Leased Property is leased to Tenant solely for the construction and operation of a public golfing facility consisting of one (1) 18-hole golf course, clubhouse, driving range, cart storage, parking lot, maintenance compound and related facilities and uses (collectively "Golf Facility") as described in the Development Proposal for Mojave/Bonanza Nature Park Site submitted by the Walters Group Southwest Golf dated September 1, 1995, (hereinafter "the Proposal") on file with the City Clerk and incorporated by reference herein. The foregoing uses are collectively referred to herein as the "Permitted Uses". Tenant may not use the Leased Property for other than the Permitted Uses without the consent of Landlord, which consent shall not be unreasonably withheld or delayed. Nothing in this Lease shall preclude Tenant from applying for off-premises signs as required by Title 19 of the Las Vegas Municipal Code, 1983 Edition, and if a special use permit is granted for such off-premises sign, that off-premises sign shall be a Permitted Use under this Lease.

SECTION 2
TERM

2.01. The term of this Lease shall be for a period of fifty (50) years, unless terminated earlier as elsewhere herein provided; provided that if the Commencement Date (hereinafter defined) is not the first day of the calendar month the term hereof shall be for forty nine (49) years and eleven (11) months plus the period between the Commencement Date and the first day of the next succeeding calendar month.

2.02. The start of the term of this Lease (the "Commencement Date") shall be upon the satisfaction of the following conditions precedent:

(i) Tenant shall not have notified Landlord within the time period specified in this Section that Tenant believes it will not receive all approvals, licenses and permits required in order to construct and operate the Golf Facility.

(ii) Tenant shall have received, at Landlord's expense, a leasehold policy of title insurance in such amounts, and otherwise in a form and from an insurer or insurers reasonably satisfactory to Tenant, with such endorsements and reinsurance as Tenant may reasonably request, insuring Tenant as the lessee

hereunder.

(iii) Tenant shall have received, at Tenant's expense, an environmental assessment report on the Leased Property regarding the existence of Hazardous Materials (as hereinafter defined), soils report and such other reports and studies as Tenant may reasonably require, including, without limitation, a study regarding the feasibility of using treated waste water on the golf course, all of which are satisfactory to Tenant. Tenant shall have no liability to Landlord resulting directly or indirectly from the discovery of any Hazardous Materials or from the contents of said reports and studies.

(iv) Tenant shall transfer to the City of Las Vegas the sum of two-hundred fifty thousand ($250,000) dollars to be used by the City of Las Vegas and/or the Clark County School District for the construction of sports fields at the proposed Lied Middle School.

(v) The City Council shall have approved all aspects of Tenant's financing for the Golf Facility.

(vi) Tenant shall have received all appropriate zoning for the Golf Facility.

2.03. Each party shall cooperate with the other and reasonably render its cooperation in satisfying the conditions precedent to this Lease. Such cooperation shall in no event require Tenant to waive any condition precedent to the Commencement Date. At such time as the Commencement Date shall have been established Landlord and Tenant shall execute a memorandum confirming said date and the same shall be marked Exhibit B, and be attached hereto and deemed incorporated herein by reference. 1996 09 11

2.04. In the event the conditions precedent to Tenant's obligations hereunder are not satisfied through no fault of Tenant within one hundred eighty (180) days of the date hereof, Tenant may, by written notice to Landlord at any time thereafter elect to terminate this Lease. If this Lease is terminated pursuant to this Section, neither party shall have any rights against the other by reason of this Lease and/or such termination, except that in the event of a default, the defaulting party shall remain liable for all damages resulting from such default.

SECTION 3
RENT

The period (the "Initial Period") beginning on the Commencement Date and ending twelve (12) months after the Golf Facility is open to the public for business is hereinafter referred to as the "Free Rent Period." After the Free Rent Period, Tenant shall pay to Landlord annually, in arrears, the following sums of money:

Year	Annual Rent
1	$ 25,000
2	35,000
3	45,000

4	60,000
5	75,000
6	100,000
7-end of term	Greater of $100,000 or 1 1/4% of Gross Revenues (hereinafter defined)

The first payment by Tenant to Landlord shall be due within thirty (30) days of the second anniversary of the opening of the Golf Facility. All subsequent payments shall be due each year within thirty (30) days of the anniversary of the opening of the Golf Facility. "Gross Revenues" as used herein shall include all of Tenant's records of all revenues received by Tenant of every kind and nature from sales made and services provided in, upon or from the Leased Property, whether on credit or for cash, whether operated by Tenant or by a sublessee or concessionaire, excepting therefrom any rebates and/or refunds to customers to the extent the same were previously included in Gross Revenues and the amount of all taxes which have to be accounted for to any governmental authority or agency. The term "Gross Revenues" shall not include (1) the selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such returned merchandise to the extent the same were previously included in Gross Revenues; (2) sums and credits received in the settlement of claims for loss or damage to merchandise; (3) any revenue from vending machines, jukeboxes, or public phones except to the extent of the income received by Tenant from such sources; (4) gift certificates, discount coupons, or similar vouchers, until such time as they shall have been converted into a sale by redemption; (5) amounts collected and paid by Tenant to any government for any sales, gross receipts or other tax whether collected separately or included in the retail price; and (6) sales of fixtures, trade fixtures, or personal property that are not sold in the ordinary course of Tenant's business. Within ninety (90) days following the end of each lease year, Tenant shall give Landlord a statement in writing certified by an independent certified public accountant reasonably satisfactory to Landlord showing the Gross Revenues for the lease year just ended. Such statement shall be used to determine the amount of Gross Revenues, if any, to which Landlord is entitled. Any Gross Revenues due Landlord shall be paid to Landlord within thirty (30) days of delivery of the statement of Gross Revenues to Landlord. At Landlord's discretion, Landlord may, at Landlord's sole cost and expense, cause an audit of the Gross Revenues made during any preceding lease year. Tenant shall make available to Landlord's auditor any books, receipts, or records of the Golf Facility deemed necessary by Landlord or Landlord's agent to complete such audit. For purposes of determining "Gross Revenues" and for this Section only, the term Tenant shall include Nature Park Inc., William Walters or any company or subsidiary controlled by Nature Park Inc. or William Walters. All books, receipts or other information or documents provided by Tenant to Landlord's auditor shall be treated confidentially (to extent allowed by law and except for the statement of Gross Revenues) and will not be used otherwise than in connection with the determination of Gross Revenues and will only be disclosed to those who need to know such information for the purpose described herein.

SECTION 4
PLANS

4.01. Preliminary plans to illustrate and develop the design and general features of the

Golf Facility shall be delivered to Landlord within ninety (90) days after the Commencement Date. Such preliminary plans shall indicate the location of each of the features of the Golf Facility that are initially proposed to be constructed on the Leased Property, together with the general extent of each. Landlord agrees to not unreasonably withhold its approval of any changes or modifications to the preliminary plans.

4.02. Final plans and specifications for constructing the Golf Facility shall be prepared by a licensed architect or professional engineer, as required by law. The architect or professional engineer must comply with all licensing and registration requirements of the State of Nevada in order to prepare such plans and specifications. The final plans shall be in sufficient detail to permit the construction of the Golf Facility in accordance with the preliminary plans, and the specifications shall be in sufficient detail to provide for adequate control of the materials and processes in order to assure that the same conform to good building practices and satisfy all of the state and local requirements. A review of the final plans shall be made by Landlord before the construction of the Golf Facility, or any part thereof, commences.

4.03. After the same have been approved by the City of Las Vegas, the final plans and specifications shall be stamped or noted as so approved and become a part of this Lease as a record of the constructed Golf Facility. The approval by Landlord of such plans and specifications shall not unreasonably be withheld. Landlord agrees to process all permits and approvals through its express plans check, providing that Tenant complies with all requirements established for express plans check, at no cost to Tenant. Any disapproval shall state the reason for disapproval and the changes required to obtain Landlord's approval. Following the completion of the Golf Facility, Tenant shall furnish Landlord at least one (1) copy of "as-built" drawings of each structure that has been constructed and each utility line that has been installed.

SECTION 5
CONSTRUCTION

5.01. As consideration for the execution of this Lease, Tenant agrees to construct the Golf Facility at its sole cost and expense, except as otherwise specifically provided herein, in accordance with the plans approved pursuant to Section 4.

5.02. No construction shall be commenced until the final plans and specifications have been approved by Landlord. In the event Tenant does not receive Landlord's final approval within one (1) week after Landlord's receipt of the final plans and specifications, all time periods herein shall be adjusted in order to compensate for the length of such delay. Landlord agrees, however, to use its best efforts to complete its review of the plans and specifications by the earliest possible date.

5.03. The construction of the Golf Facility shall conform to the approved final plans and specifications. Tenant shall give all of the notices that may be required in connection with such construction and shall comply with all laws, orders, regulations, rules and ordinances of all state and local authorities that affect the Leased Property and the construction of the Golf Facility. It shall be the responsibility of Tenant to secure all of the permits and licenses as may be required for such purpose, but Landlord shall cooperate with Tenant in obtaining such permits and licenses and shall waive any permit fee that would otherwise be due and owing to it as a

consequence of such construction.

5.04. Tenant will use reasonable efforts to cause the Golf Facility to meet the current requirements of the Signature Cooperative Program of the Audabon Society.

5.05. Tenant shall furnish to Landlord, not later than fifteen (15) calendar days prior to the commencement of the construction, performance security, in the form of either a deposit in cash or a bank letter of credit in a form and from an issuer acceptable to Landlord, or a performance bond that is written by a corporate surety that is licensed to do business in the State of Nevada, in an amount that is equal to one hundred percent (100%) of the aggregate amount of the contracts for the construction of the Golf Facility, said performance security to be conditioned upon Tenant's completion of the construction of the Golf Facility within the time that is provided therefore in Section 6.04 and in accordance with the final plans and specifications, as the same are approved by Landlord. Upon the approval of Landlord of the final plans and specifications, and prior to the commencement of construction, Tenant shall also furnish to Landlord a payment bond, or a bank letter of credit in a form and from an issuer acceptable to Landlord, the sum of which shall be equal to the aggregate amount of the contracts for the construction of the Golf Facility, said payment bond to be conditioned upon Tenant's prompt payment in full of the costs of all the labor, materials, tools and equipment that are used in the prosecution of the work. The performance bond and the payment bond, if any, shall be made payable to Landlord or jointly to Landlord and any lender that is designated by Tenant and shall be subject to the approval of Landlord's counsel or of both Landlord's counsel and the counsel to the lender, as the case may be, as to form, and any such joint bond shall provide that either of the obligees may enforce the same without the consent of the other.

5.06. The Leased Property contains approximately three acres of land located near Mojave Road and Cedar Street ("Mojave/Cedar Property"), directly to the west and across from Mojave Avenue the existing Nature Park ("Park Property"). Tenant shall be solely responsible, at its own expense, for constructing and maintaining an underground vehicle access tunnel connecting the Park Property to the Mojave/Cedar Property unless otherwise required by the Director of Public Works for the City of Las Vegas.

SECTION 6
CONSTRUCTION AND IMPROVEMENT SCHEDULE

6.01. Tenant shall submit to Landlord, within one hundred twenty (120) days after the Commencement Date complete and final plans and specifications for the Golf Facility.

6.02. Tenant shall commence construction no later than one hundred eighty (180) days after Landlord has approved the final plans and specifications.

6.03. If feasible, Landlord shall permit Tenant to use City of Las Vegas waste water in connection with the Golf Facility, at no cost or expense to Tenant.

6.04. Construction of the Golf Facility shall proceed as follows:

(1) The Leased Property currently contains four (4) improved softball fields.

Such fields shall be dismantled and all salvageable materials shall be returned to the City of Las Vegas. Tenant shall transfer to the City of Las Vegas the sum of two-hundred fifty thousand ($250,000) dollars to be used by the City of Las Vegas and/or the Clark County School District for the construction of sports fields at the proposed Lied Middle School.

(2) Complete the clearing and grubbing of the site within ninety (90) days after the date of the commencement of construction.

(3) Complete the excavation and grading of the golf course and the driving range within two hundred ten (210) days after the date of the commencement of construction.

(4) Complete the installation of the sprinkler systems for both of the golf course and the driving range within three hundred (300) days after the date of the commencement of construction.

(5) Complete the installation of the electrical systems for the golf course driving range within three hundred (300) days after the date of the commencement of construction.

(6) Complete the excavation and grading for the clubhouse within four hundred twenty (420) days after the date of the commencement of construction.

(7) Complete the construction of the foundation of the clubhouse within four hundred twenty (420) days after the date of the commencement of construction.

(8) Complete the construction of the slab or floor of the clubhouse within four hundred twenty (420) days after the date of the commencement of construction.

(9) Complete the construction of the maintenance compound within four hundred twenty (420) calendar days after the date of the commencement of construction.

(10) Complete the framing of walls of the clubhouse within four hundred fifty (450) days after the date of the commencement of construction.

(11) Complete the rough electrical, plumbing and mechanical work in the clubhouse within four hundred fifty (450) days after the date of the commencement of construction.

(12) Complete the walls of the clubhouse within four hundred fifty (450) days after the date of the commencement of construction.

(13) Complete the landscaping of both of the golf course and the driving

range within five hundred twenty (520) days after the date of the commencement of construction.

(14) Complete the construction of the cart storage area within five hundred twenty (520) days after the date of the commencement of construction.

(15) Complete the roof of the clubhouse within five hundred twenty (520) days after the date of commencement of the construction.

(16) Complete the electrical, plumbing and mechanical work in the clubhouse within five hundred twenty (520) days after the date of the commencement of construction.

(17) Complete millwork in the clubhouse within five hundred twenty (520) days after the date of the commencement of construction.

(18) Complete the wall coverings in the clubhouse within five hundred twenty (520) days after the date of the commencement of construction.

(19) Complete the floor coverings in the clubhouse within five hundred twenty (520) days after the date of the commencement of construction.

(20) Complete the construction and installation of the Golf Facility and commence operation within five hundred fifty (550) days after the date of the commencement of construction.

SECTION 7
MAINTENANCE

Tenant shall provide, at its sole cost and expense, such utility services, janitorial and custodial services, solid waste removal services, maintenance and repair services and other services as may be necessary in order to keep the Leased Property, and all of the structures, fixtures, furnishings, and equipment that are constructed, installed or used thereon or therein, in a good, sightly, safe and sanitary condition at all times throughout the term. In order to ensure a high level of physical maintenance of the buildings and grounds and to guard against obsolescence, Tenant shall maintain the Golf Facility in accordance with United States Golf Association Standards and Tenant shall permit Landlord or its agent the right to inspect the Golf Facility and facilities for compliance with United States Golf Association Standards. The rest of the facility shall be maintained in a good, sightly, safe and sanitary condition. If either party should dispute the conclusion of the inspectors, that dispute shall be submitted to binding arbitration.

SECTION 8
OPERATION

8.01. In the operation of the Golf Facility, Tenant shall observe all applicable federal, state and local laws, ordinances and regulations, including all current regulations and

requirements of the Americans with Disabilities Act.

8.02. Tenant shall satisfy the requirements of state and local health departments that apply to the handling and dispensing of food and beverages, including obtaining all necessary permits and licenses. Adequate toilet facilities, in accordance with the plans and specifications, shall be provided and located at the clubhouse. Refuse and waste materials shall be collected, stored and disposed of in accordance with the applicable state and local laws, ordinances and regulations.

8.03. The name of the golf course shall be determined by Tenant.

8.04. Tenant shall reserve at least fifty (50%) percent of all daily tee times for golfers who are residents of Las Vegas, Nevada. The reservation policy shall be consistent with the policy contained in "the Proposal", except to the extent inconsistent with this Lease. Tenant may schedule all day tournaments, during which time reserved daily tee times for golfers who are residents of Las Vegas, Nevada will be suspended. Such suspension of reserved daily tee times as prescribed in this Section shall not exceed seventeen (17) days per calendar year. Tenant may also schedule limited tournaments, during which time reserved daily tee times for golfers who are residents of Las Vegas, Nevada will be limited to no less than five (5) hours per day. Such limited tournaments shall not relieve Tenant of its obligation to reserve at least 50% of all daily tee times for golfers who are residents of Las Vegas, Nevada on the days of such limited tournaments.

8.05 Until such time as residents of Las Vegas fill fifty percent (50%) of the daily tee times, only residents of Las Vegas shall be allowed to reserve tee times for the first three (3) days of the period during which Tenant accepts advance reservations ("advance reservation period"). The advance reservation period shall not be longer than fifteen (15) days before play time nor less than three (3) days. Changes to the advance reservation period shall not occur unless Tenant has provided thirty (30) days notice to the public and to the City of Las Vegas. For example, if Tenant accepts advance reservations up to five (5) days in advance of the actual date of play, only residents of Las Vegas will be allowed to reserve tee times until the first to occur of (i) three (3) days of such (5) day period have expired , or (ii) fifty (50%) of the daily tee times have been reserved. After the expiration of the first to occur of the foregoing, Tenant may fill the unreserved tee times on a first-come, first-serve basis to residents or non-residents of Las Vegas.

8.06. Tenant shall furnish all of the services that are required by this Lease in a diligent, professional and creditable manner and in accordance with all applicable governmental rules and regulations.

8.07. Except as otherwise specifically provided herein, Tenant shall be responsible for the development and implementation of all of the day-to-day operational rules, group function policies and reservation arrangements for the Golf Facility. However, Tenant shall not, under any circumstances, discriminate in the use of the Leased Property on the basis of race, creed, sex, religion or national origin.

8.08. The Golf Facility shall be operated as a public facility that is open to all patrons

upon their payment of the applicable user fees. Tenant shall be permitted, however, to conduct promotional activities on the Leased Property, including, without limitation, banquets, charitable events, meetings, outings and tournaments.

8.09. Tenant will be permitted to enforce time limitations on slow play in order to facilitate an adequate flow of golfers per day and to avoid unnecessary and restrictive hourly requirements for total playing time on golfing rounds.

8.10. The Golf Facility shall be open each day during the hours between sunrise and sunset, except for periods of inclement weather, emergency or during a major repair. In addition, Tenant may close the Golf Facility on selected federal, state or local holidays or when, in Tenant's reasonable judgment, circumstances beyond the reasonable control of Tenant require the Golf Facility to be closed.

8.11. Tenant may operate and maintain a food and beverage service in the clubhouse and a pro shop through a sublease agreement.

8.12. Tenant shall be responsible for collecting all payments and fees from persons who use the Leased Property and shall be responsible for payment, when the same becomes due, of each installment of the principal of, and the interest and premium, if any, on, the loan obtained by Tenant to finance the construction of the Golf Facility. In addition, Tenant is hereby authorized to institute or cause to be instituted any and all legal actions and proceedings that Tenant may deem to be necessary or appropriate in order to collect all of the payments and fees that become due, owing and delinquent with respect to the use of the Golf Facility.

8.13. Tenant shall select, employ, supervise and discharge all of the employees and personnel that are necessary for the operation and maintenance of the Golf Facility. In this connection, Tenant shall be responsible for the timely compliance with all of the federal, state and local labor and tax laws, federal withholding tax laws, workers' compensation laws, FICA requirements and federal and state unemployment insurance laws.

SECTION 9
GREEN FEES

9.01. Initial base rates for residents shall be as stated in the schedule attached hereto as "Exhibit C".

9.02. The initial green fees for residents of Las Vegas, Nevada, shall be no greater than Thirty Six Dollars ($36.00) (the "Base Rate"). Each year Tenant may increase the Base Rate from the Base Rate for the previous year by a percentage equal to the percentage increase in the "CPI" from the first month of the previous year to such anniversary date. "CPI" means the consumer price index for all urban consumers, all items, U.S. City average (1982-1984 equals 100), published by the United States Department of Labor, Bureau of labor statistics rounded up to the nearest fifty (50) cents. If such index ceases to be published, Landlord and Tenant shall mutually agree to substitute a comparable index published by the government or a recognized financial or academic institution. If changes are made in the index (for example, the lease year is changed), Tenant may make adjustments in the calculations. Tenant's failure to

increase the Base Rate as soon as permitted herein shall not prohibit Tenant from subsequently adjusting the Base Rate to what it would be if Tenant had increased such rate as soon as permitted. If Tenant elects to adjust rates as prescribed herein, Tenant shall deliver notice to Landlord informing Landlord of the new rates thirty days prior to the effective date of such rate increase.

9.03. If Tenant's cost of utilities or taxes increases at a rate that exceeds increases in the Base Rate permitted above, Tenant, with permission of the City Council, which permission may not be unreasonably withheld or delayed, may increase the Base Rate as required to allow recovery of such additional cost. Tenant, with permission of the City Council, which permission will not be unreasonably withheld or delayed, may also increase the Base Rate to recover costs associated with any unforeseen circumstances. If such unforeseen circumstance is of such a type that Tenant incurs a one (1) time expense rather than an ongoing expense, the proposed rate increase will be in the form of a temporary surcharge, requiring prior permission by the City Manager, which permission will not be unreasonably withheld or delayed. The surcharge shall be in an amount required to recover such expense over a minimum three (3) year period, together with interest at that fluctuating rate of interest announced from time to time by the First Interstate Bank of Nevada, N.A. 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 Tenant shall determine) plus two percent (2%) per annum. Amortization per round shall be based on the average number of rounds played per year over the immediately preceding three (3) years. Landlord acknowledges that it would be unreasonable for the City Council or the City Manager, as the case may be, to withhold permission for a rate increase or surcharge if Tenant presents reasonable evidence (i) the cost of the utilities has increased at a rate that exceeds increases in the Base Rate permitted above, or (ii) such unforeseen circumstance will result in an increase to Tenant of Tenant's cost of operating and/or maintaining the Golf Facility, and (iii) Tenant demonstrates that denial of the increase will materially effect Tenant's ability to operate the Golf Facility.

9.04. Tenant shall have the right to reduce the Base Rate at any time.

9.05. In a situation in which Tenant wishes to host a corporate tournament play outing or other special event, Tenant may negotiate directly with the sponsor of such tournament or special event regarding green fees (which may be less than the Base Rate), use of Tenant's staff, organizational and planning resources and other special services that Tenant provides in order to facilitate or implement that event or group function.

9.06. Tenant will use its best efforts to establish and maintain prices at the concessions on the Leased Property that are consistent with the other open-to-the-public golf courses of comparable quality in the Las Vegas Valley. Such concessions shall include, without limitation, a restaurant operation, a driving range operation, golf cart rentals and a pro shop operation.

SECTION 10
RIGHT OF FIRST REFUSAL

Landlord grants to Tenant a right of first refusal to purchase the Leased Property in the event that Landlord shall desire to sell said property and shall have a bona fide agreement to

purchase the Leased Property, whether directly or indirectly, such as by sale of stock in a corporate landlord. No agreement to purchase the Leased Property shall include any other property and the only consideration shall be cash or a promise to pay cash. Any agreement to purchase shall specifically provide it is subject to this right of first refusal, and shall provide for a closing no earlier than thirty (30) days after expiration of the forty-five (45) day period referred to below. In the event of any such agreement, Landlord shall notify Tenant and provide Tenant with a copy of that agreement, and Tenant shall have a forty-five (45) day period of time after receipt of such notice and copy within which to exercise its right of first refusal. In the event Tenant exercises the right of first refusal, Tenant shall purchase the Leased Property on the same terms and conditions and at the same price specified in such agreement. If Tenant does not exercise a right of first refusal with respect to a transaction and that transaction is not finalized on the terms presented to Tenant within sixty (60) days after the expiration of Tenant's right of first refusal, the right of first refusal shall be reinstated as to that proposed purchase. If Tenant does not exercise this right of first refusal with respect to a transaction and that transaction is finalized, the transferee shall take subject to this right of first refusal, which shall apply to any other proposed sales, and to all the other terms and provisions of this Lease.

SECTION 11
REPRESENTATIONS AND WARRANTIES

11.01. Landlord hereby represents and warrants to Tenant as follows:

(a) Landlord has good and marketable title to the Leased Property and full power and authority to enter into this Lease.

(b) The execution, delivery and performance of this Lease by the person(s) executing the same on behalf of Landlord have been duly and validly authorized and this Lease constitutes the legal, valid and binding obligations of Landlord, enforceable in accordance with its terms.

(c) The Leased Property is located within a district zoned C-V. To use the Leased Property for the Golf Facility, Tenant must make application before the appropriate Board, Commission and/or Council of the City of Las Vegas for each of the individual uses contemplated for the Golf Facility and such application(s) must be approved before such use can commence. Nothing in this Lease shall be construed as to bind any elected or appointed body of the City of Las Vegas to perform its independent duty to evaluate any matter before that body.

(d) Landlord is not aware of any adverse condition undisclosed to Tenant which would materially adversely affect Tenant's use of the Leased Property.

11.02. Tenant hereby represents and warrants to Landlord as follows:

(a) Tenant has full power and authority to enter into this Lease.

(b) The execution, delivery and performance of this Lease by the persons

executing the same on behalf of Tenant have been duly and validly authorized and this Lease constitutes the legal, valid and binding obligations of Tenant enforceable in accordance with its terms.

SECTION 12
HAZARDOUS MATERIALS

For the purposes hereof, "Environmental Laws" means all federal, state and local laws and ordinances now or hereafter governing the environment or health and safety, including those related to toxic or hazardous substances and other contaminants. "Hazardous Materials" means all substances now or hereafter the subject of any Environmental Laws. Landlord will immediately notify Tenant in the event Landlord becomes aware of the presence of any Hazardous Materials on or under the Leased Property, or of any violation of any Environmental Laws with respect to the Leased Property. Prior to the Commencement Date, Tenant will commission an Environmental Assessment Report as prescribed in Section 2.02(ii). Landlord covenants and agrees to indemnify, save and hold Tenant free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens and demands, of any kind whatsoever in connection with, arising out of, or by reason of the presence of any Hazardous Materials on, about, in or under the Leased Property to the extent not caused by Tenant, and which are contained in the Environmental Assessment Report. Following the Commencement Date, Tenant is liable for all Hazardous Materials on, about, in or under the Leased Property which were not contained in the Environmental Assessment Report or caused by Landlord after the Commencement Date. Tenant covenants and agrees to indemnify, save and hold Landlord free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens and demands, of any kind whatsoever in connection with, arising out of, or by reason of the presence of any Hazardous Materials on, about, in or under the Leased Property which were not contained in the Environmental Assessment Report or caused by Landlord after the Commencement Date. Landlord is not liable for materials which by definition were not Hazardous Materials prior to the Commencement Date, except to the extent caused by Landlord after the Commencement Date.

SECTION 13
POSSESSION AND SURRENDER OF LEASED PROPERTY

Possession of the Leased Property shall be delivered to Tenant on the Commencement Date. Thereafter, throughout the term of this Lease Tenant shall have sole and exclusive possession of the Leased Property. Tenant and Tenant's employees and representatives shall have the right, throughout the period prior to the Commencement Date, to enter upon the Leased Property for the purposes of making tests, surveys and obtaining other data, and shall have the right to disturb the soil thereon. Upon the expiration or sooner termination of the term of this Lease, Tenant may, but shall not be required to, and at its sole cost and expense, remove any and all improvements, fixtures and/or personal property which Tenant has installed or placed on the Leased Property (all of which are hereinafter referred to as "Tenant's Property") from the Leased Property and Tenant shall thereupon surrender to Landlord the Leased Property, together with any of Tenant's Property which Tenant has elected not to remove in an "as-is" condition.

SECTION 14
ALTERATIONS AND IMPROVEMENTS

After completion of the construction of the Golf Facility, Tenant shall be entitled but not required to make additions, alterations, improvements or changes in or to the Leased Property without the prior written approval of City Council, provided that such addition, alteration or improvements or changes are to the Golf Facility; provided however, that any improvements shall comply with applicable laws. In particular, but not by way of limitation, Tenant may integrate improvements on the Leased Property with improvements on adjoining property owned or leased by Tenant and Tenant shall have no obligation to restore the improvements on the Leased Property to their original or any other condition at the end of the term. Any improvements shall be at the sole cost and expense of Tenant. All improvements shall be and remain the property of Tenant during the term of this Lease and upon expiration or termination of this Lease shall become the property of Landlord, subject to Tenant's right to remove Tenant's Property.

SECTION 15
TAXES

Prior to the commencement Date of this Lease, Landlord shall be liable for any and all real property taxes, and for any personal property taxes imposed by the City of Las Vegas. Subsequent to the Commencement Date of this Lease, Tenant shall be liable for and, subject to any contest permitted hereunder, shall pay before delinquency all other taxes, fees, and assessments of whatsoever kind or nature, and penalties and interest thereon, if any, levied against the Leased Property. Tenant, at its expense, may contest in its own name or in the name of Landlord, or both, by appropriate legal proceedings, the amount or validity or application, in whole or in part, of any tax, fee or assessment required to be paid hereunder. Neither such contest or the failure to pay such contested tax, fee or assessment during the same shall constitute a default hereunder provided that if as a matter of law such tax, fee or assessment must be paid during such contest, Tenant shall do so.

SECTION 16
INDEMNIFICATION

16.01. Tenant hereby covenants and agrees to indemnify, save and hold Landlord, free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of Tenant, its agents or employees while in, upon, about or in any way connected with the Leased Property.

16.02. Landlord covenants and agrees to indemnify, save and hold Tenant free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens and demands, any kind whatsoever in connection with, arising out of, or by reason of: (a) the inaccuracy or breach of any warranties or covenants contained in this Lease; or (b) any act, omission or negligence of Landlord, its agents or employees while in, upon, about or in any way connected with the Leased Property.

comply, with all nonmonetary requirements of this Lease then in default and reasonably susceptible of being complied with by such mortgagee, then this Lease shall not terminate provided that thereafter such mortgagee pays or causes to be paid the rent and other monetary obligations of Tenant under this Lease as the same become due and continues its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting monetary obligations not reasonably susceptible of being cured by such mortgagee and provided further that such mortgagee, if not enjoined or stayed, shall within six (6) months after expiration of such mortgagee's cure periods, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the mortgage or other appropriate means and prosecute the same to completion with due diligence. If a mortgagee complies with this Section and Tenant's estate herein is acquired by such mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease. Notwithstanding the foregoing, no mortgagee or designee shall be required to cure any default of Tenant not reasonably susceptible of being cured by such mortgagee or its designee in order to reinstate this Lease as provided above or as a condition of entering into any New Lease (as hereinafter defined). Landlord shall accept any performance of Tenant's obligations under this Lease by or at the instigation of such mortgagee as if the same had been done by Tenant.

17.04. Nothing in this Section shall be construed to require a mortgagee to continue any foreclosure proceedings after a default has been cured. If the default shall be cured and the mortgagee shall discontinue its foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

17.05. The making of a mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold estate hereby created, nor shall any mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but the purchaser at any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any mortgage, or the assignee or transferee of this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any mortgage, shall be deemed to be an assignee or transferee within the meaning of this Lease, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Tenant to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the leasehold estate.

17.06. In the event of the termination of this Lease as a result of Tenant's default Landlord shall, in addition to providing the notices of default as required above, give each mortgagee written notice that this Lease has been terminated, together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, then known to Landlord. Landlord agrees to enter into a new lease ("New Lease") of the Leased Property with such mortgagee or its designee for the remainder of the term of this Lease, effective as of the date of termination, at the rent, and upon the terms,

16.03. The indemnified party shall provide the indemnifying party notice of any such claims of liability with reasonable promptness and the indemnifying party, at its election, shall have the right of defense in such proceedings, by counsel of its own choosing and reasonably satisfactory to the indemnified party, at the indemnifying party's expense. The indemnified party shall cooperate fully in all respects with the indemnifying party in any such defense, including, without limitation, by making available to the indemnifying party all pertinent information under the control of the indemnified party. If the indemnifying party so notifies the indemnified party concurrently with the indemnifying party's notice of election to defend, the indemnifying party may defend, but not settle, a claim without waiving its right to assert that such claim is not subject to indemnity agreements in this Section. If the indemnifying party elects to defend a claim, the indemnified party may at the indemnified party's expense, participate in such matter with counsel of the indemnified party's own choosing.

SECTION 17
TENANT'S RIGHT TO MORTGAGE

17.01. Tenant may, with approval of the City Council, mortgage its interest in this Lease, or pledge, sale-leaseback, or otherwise assign this Lease as security for financing. In this Lease any mortgage, pledge, sale-leaseback, and/or assignment for security shall be referred to as a mortgage, and the holder thereof shall be referred to as either holder or mortgagee.

17.02. Before seeking approval from Landlord to mortgage its interest in this Lease, Tenant shall present proof that any mortgagee of this Lease will, in the event such mortgagee succeeds to Tenant's interest in this Lease, by foreclosure or otherwise, agree to be bound by all terms and conditions of this Lease. If any mortgagee breaches the terms of this Lease, Landlord may at its sole discretion terminate this Lease under the conditions of Section 20 herein, and mortgagee shall have no recourse against Landlord, including recourse against revenues of the Golf Facility.

17.03. Landlord, upon providing Tenant any notice of default under this Lease, or a termination of this Lease, shall at the same time provide a copy of such notice to every mortgagee. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to every mortgagee. Upon expiration of the period of time given Tenant to cure such defaults, if such defaults have not been cured, Landlord shall notify every mortgagee of such fact and such mortgagees shall have an additional cure period with respect to that default of thirty (30) days, if the default is capable of being cured by the payment of money, and forty-five (45) days if such default is not capable of being cured by the payment of money. If a mortgagee shall during such applicable cure period:

(1) notify Landlord of such mortgagee's desire to nullify any termination of this Lease by Landlord;

(2) pay or cause to be paid all rent and other payments then due and in arrears as specified in the notice to such mortgagee and which may become due during the mortgagee's applicable cure period or periods; and

(3) comply, or in good faith and with reasonable diligence commence to

covenants and conditions of this Lease, provided:

(i) Such mortgagee shall make written request upon Landlord for such New Lease within sixty (60) days after the date such mortgagee receives Landlord's notice of termination of this Lease given pursuant to this Section.

(ii) Such mortgagee or its designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorney's fees, which Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord. Upon the execution of such New Lease, the tenant thereunder may offset against the sums otherwise due thereunder or under this Section an amount equal to the net income derived by Landlord from the Leased Property during the period from the date of termination of this Lease to the commencement of the lease term of such New Lease.

(iii) Such mortgagee or its designee shall agree to remedy any of Tenant's defaults of which said mortgagee was notified by Landlord's notice of termination and which are reasonably susceptible of being so cured by the mortgagee or its designee.

(iv) Any New Lease shall be prior to any mortgage or other lien, charge or encumbrance on the fee of the Leased Property and the tenant under such New Lease shall have the same right, title and interest in and to the Leased Property and the improvements thereon as Tenant had under this Lease.

(v) The tenant under any such New Lease shall be liable to perform the obligations imposed on the tenant by such New Lease only during the period such person has ownership of such leasehold estate.

17.07. If more than one mortgagee shall request a New Lease pursuant to this Section, Landlord shall enter into such New Lease with the mortgagee whose mortgage is prior in lien, or with the designee of such mortgagee. Landlord, without liability to Tenant or any mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued by a responsible title insurance company doing business in Nevada as the basis for determining the appropriate mortgagee who is entitled to such New Lease.

17.08. So long as any mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, the fee title to the Leased Property and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and leasehold estate by any one entity, by purchase or otherwise.

17.09. Landlord agrees to amend this Lease from time to time to the extent reasonably requested by any prospective mortgagee, provided that such proposed amendments do not materially and adversely affect the rights of Landlord or its interest in the Leased Property.

17.10 Tenant's share, as provided by this Lease, of the proceeds arising from an exercise of the power of eminent domain shall be disposed of as provided for by any mortgage.

17.11. Landlord shall, without charge, at any time and from time to time, within twenty (20) days after written request from Tenant to do so, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (A) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (B) as to the validity and force and effect of this Lease, in accordance with its tenor; (C) as to the existence of any default hereunder; (D) as to the existence of any offsets, counterclaims or defenses hereto on the part of Tenant; (E) as to the commencement and expiration dates of the term of this Lease; and (F) as to any other matters reasonably requested. Any such certificate may be relied upon by Tenant and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on Landlord.

17.12. Notices from Landlord to the mortgagee shall be mailed to the address furnished Landlord pursuant to hereto and those from the mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Section 23 hereof. Such notices, demands and requests shall be given in the manner described in Section 23 and shall in all respects be governed by the provisions of that Section.

17.13. No payment made to Landlord by a mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease and a mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof.

SECTION 18
CONDEMNATION

If all or any part of the Leased Property be condemned or taken by a competent authority for any public or quasi-public purpose, Tenant shall be entitled to that portion of the award payable on account of such condemnation and taking which represents the value of the buildings and improvements on, above or below the Leased Property and the consequential damages to any such buildings and improvements, or any part thereof, that may not be taken, including the award, if any, for the cost of removing and demolishing that part of any buildings and improvements not so taken, and that portion of the award for damage to or loss of the leasehold estate of Tenant under this Lease or to the unexpired term thereof, and Landlord hereby waives any and all interest therein. Landlord shall be entitled to the remainder of the award. Nothing herein shall prevent Tenant from prosecuting claims for matters for which it is separately entitled such as lost profits and moving expenses. If all or any part of Tenant's interest in the Leased Property is so condemned or taken so as to render the remaining portion thereof not reasonably adequate for the operation of Tenant's business in Tenant's sole discretion and judgment, Tenant shall have the option to terminate this Lease by notifying Landlord of such election within ninety (90) days after such taking. If Tenant does not elect to terminate this Lease, this Lease shall continue in full force and effect, but the rent shall be equitably reduced. In addition to the foregoing, if, at any time during the term, the Leased Property be condemned or taken such that

Tenant is no longer able, in Tenant's reasonable judgment, to operate its business, Landlord shall pay to Tenant an amount equal to the average of the three (3) highest Gross Revenue lease years during the five (5) lease years immediately preceding such condemnation or taking, times ten (10). In the event five (5) lease years have not passed at the time of such condemnation or taking, Landlord shall pay Tenant an amount equal to (i) the highest Gross Revenue lease year during the term, times ten (10), plus (ii) the total amount Tenant has invested in the Leased Property.

SECTION 19
INSURANCE

Tenant shall, at its sole cost and expense, obtain and keep in force and effect during the entire term of this Lease the following insurance coverage:

19.01. Compliance with the State of Nevada's Industrial Insurance Act and Occupational Diseases Act (Nevada Revised Statutes Chapters 616 and 617) and sufficient coverage to protect all of its employees and all of the employees of any contractor or subcontractor of Tenant.

19.02. A policy of comprehensive public liability insurance upon the Leased Property, and its use by Tenant, with a combined single limit of liability of at lease One Million and No/100ths Dollars ($1,000,000.00) and One Hundred Thousand and No/100ths Dollars ($100,000.00) property damage protection. This coverage shall be on a per "occurrence" basis and not on a per "accident" basis.

19.03. A policy for fire, casualty, vandalism, malicious mischief and extended coverage insurance covering the Leased Property, and all of the structures, fixtures, furnishings and equipment that are constructed, installed or used by Tenant thereon or therein, during the term of this Lease for the full insurable replacement value of the same. The policies that evidence such insurance shall be issued in the joint names of Landlord and Tenant and shall be payable to Landlord or Tenant, or both, as their respective interests may appear.

19.04. A builder's risk policy in sufficient amount acceptable to Landlord and Tenant.

19.05. If Landlord's insurance so allows, Tenant may elect to have Landlord include the Leased Premises in Landlord's blanket policy of fire and casualty insurance, and Tenant shall pay to Landlord any increase in its premium that is attributable to the addition of the Leased Premises to Landlord's insurance. Tenant shall pay its share of the premium to Landlord prior to the date on which the premium is due and within thirty (30) days after Tenant's receipt of Landlord's invoice therefor, and, upon Tenant's failure so to do, Landlord may cancel that portion of its blanket policy of fire and casualty coverage that is attributable to the Leased Premises.

19.06. Each policy of insurance that is required by this Section shall:

(1) Be issued by an insurance company that is authorized to do business in the State of Nevada, with a financial rating of at least a + 3A status, as is shown in the most recent edition of Best's Insurance Reports;

(2) Be issued as a primary policy;

(3) Name Landlord as an additional insured thereunder; and

(4) Contain an endorsement that requires at least thirty (30) days' written notice from the insurance company to Landlord before any cancellation or change in the coverage, scope or amount of the policy may become effective.

19.07. Duplicate originals or certificates of all of the policies of insurance that are required hereunder shall be delivered to Landlord prior to occupation of the Leased Premises by Tenant and evidence of policy renewals shall be provided Landlord prior to the respective renewal deadlines.

19.08. The entire amount that is collected for losses under any fire and extended coverage policies shall be held under joint control of Landlord and Tenant and shall be made available to repair, restore or rebuild the damaged improvements. In the event that the fund that is created with the proceeds of such policies is insufficient to cover the cost of the repair, rebuilding or restoration of the damaged improvements, the excess cost shall be borne by Tenant.

19.09. Not more frequently that once every three (3) years, if, in the reasonable opinion of Landlord or its insurance consultant, based upon the current trends of claims and recoveries, the amount of the public liability and property damage insurance coverage that Tenant is carrying at that time is not adequate, Tenant shall increase the amount of such coverage as Landlord, in its reasonable discretion, may require.

19.10. In the event that Tenant fails or refuses, at any time, to maintain any of the policies of insurance that are required to be maintained by it pursuant to this Section, Landlord shall have the right, but not the obligation, to acquire the same to provide such coverage and at such cost as Landlord in its reasonable discretion sees fit, and Tenant shall reimburse Landlord for the reasonable costs that it incurs in so doing within thirty (30) days after Tenant's receipt of Landlord's invoice therefor.

SECTION 20
TENANT'S DEFAULT

Tenant shall be in default hereunder and Landlord shall have all rights or remedies at law or in equity, and Landlord may, at its option, declare this Lease to be terminated, if:

(a) Tenant shall default in the payment of any sum of money required to be paid hereunder and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; or

(b) Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for forty-five (45) days after written notice thereof from Landlord to Tenant; provided, however, that if the default complained of in such

notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said forty-five (45) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said forty-five (45) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence.

If Landlord elects to terminate this Lease based on a default by Tenant, it may, immediately upon the service of written notice of termination on Tenant, or at any time after the service of such notice and without a further demand or notice, enter upon and into the Leased Property, repossess the same and expel Tenant and its officers, employees and agents therefrom without liability for such actions. Landlord shall have the right to assume the operation of the Golf Facility and to take and retain possession of all of the structures, fixtures, furnishings and equipment, exclusive of non-attached equipment of Tenant including golf carts and maintenance equipment, that are used by Tenant in the operation of the Golf Facility.

SECTION 21
FORCE MAJEURE

Whenever a day is appointed herein on which, or a period of time is appointed in which, either party is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is reasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, weather or other acts of God, or other causes beyond such party's reasonable control.

SECTION 22
ARBITRATION

22.01. In the event of any controversy or claim arising out of or relating to this Lease, or the breach thereof, within five (5) days after receipt by the other party of a request to do so from a party, person authorized to act on behalf of each party, shall meet in Las Vegas, Nevada, and attempt to resolve such dispute. If they are unable to do so, the dispute may be settled by arbitration as herein provided.

22.02. Arbitration shall be initiated and required by giving notice specifying the matter to be arbitrated. If an action is already pending on any matter concerning which the notice is given, the notice is ineffective unless given before the expiration of twenty (20) days after service of process on the person giving the notice. Any other provision hereof to the contrary notwithstanding, should a party seek a remedy which the arbitrators are not authorized to award, such as a writ awarding possession, or should there be an indispensable party to such proceedings which has not agreed to be bound thereby, neither party shall be required to submit such matter to arbitration, but the entire controversy, including, but not limited to, those portions for which the arbitrators could award relief or for which such third party is not indispensable, may be resolved by court action. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable

rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as then in effect. The arbitrators shall be persons experienced in the subject matter of the arbitration and they shall be bound by this Lease and the laws of the State of Nevada. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to the parties to the arbitration. Each party shall pay one-half (1/2) the cost of arbitration, including arbitrators' fees. Attorneys' fees shall be awarded as otherwise provided in this Lease.

22.03. There shall be three (3) arbitrators appointed as follows:

a. Within seven (7) days after notice requiring arbitration, each party shall appoint one (1) arbitrator and give notice of the appointment to the other party.

b. The two (2) arbitrators shall choose a third arbitrator within five (5) days after appointment of the second.

c. If either party fails to appoint an arbitrator, or if the two (2) arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Eighth Judicial District Court of the State of Nevada, acting in his or her individual and nonofficial capacity, on the application of either party and on five (5) days' notice to the other party.

d. Either party may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by the other party. In that event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed.

22.04. All arbitration proceedings shall be held in Las Vegas, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within thirty (30) days after the date upon which the hearings are concluded and the record is closed by the arbitrators. The decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof, the parties waiving any right to a trial de novo.

SECTION 23
SERVICE OF NOTICES

Any and all notices and demands by any party hereto to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made only if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or if made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries or if sent by telecopy. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Service by telecopy

shall be deemed made upon confirmed transmission. Any notice or demand to Landlord shall be addressed to Landlord at 400 East Stewart, Las Vegas, Nevada 89101, telecopy no. (702) 388-1807, Attention: City Manager. Any notice or demand to Tenant shall be addressed to Tenant at 145 East Reno Avenue, Suite E5A, Las Vegas, Nevada 89119, telecopy no. (702) 736-3635, Attention: Richard Chulick. The parties may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

SECTION 24
BINDING EFFECT

Subject to any limitation on assignment set forth herein, all terms of this Lease shall inure to the benefit of, be binding upon, and be enforceable by the parties hereto and their respective legal representatives, successors and assigns. Except for Tenant's right to mortgage and as otherwise permitted in this section or otherwise addressed in this Lease, Tenant shall not, either voluntarily or by operation of law, assign or transfer its entire interest in this Lease, or all of its rights or interests therein or thereunder, without the prior written consent of Landlord. Any such attempted assignment or transfer, without such approval, shall be void and of no force or effect and shall confer no rights upon any assignee or transferee. In this connection, a withdrawal or change, voluntarily, involuntarily or by operation of law, of any stockholder or group of stockholders who hold, either individually or collectively, as the case may be, the voting control of Tenant shall be deemed to be a voluntary assignment. In the event that any assignment or transfer of Tenant's entire interest in this Lease, or all of Tenant's rights or interests herein or hereunder, is proposed by Tenant which requires the approval of Landlord, Landlord shall not withhold its approval if a proposed assignee or transferee demonstrates its ability effectively to bear the economic risk and management responsibilities that are imposed herein upon Tenant or the proposed assignee or transferee of all interest in Tenant, as the case may be, and such assignee or transferee is of good moral character. Nothing herein shall be deemed to require Tenant to obtain Landlord's approval to sublease portions of the Leased Property or to assign or transfer its interest in this Lease to any entity in which Tenant, William Walters, or an entity controlled by William Walters or Tenant has a controlling interest.

SECTION 25
SEVERABILITY

If any term, provision, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable by the laws applicable thereto, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Lease, and all provisions, covenants, and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

. . .
. . .
. . .
. . .

SECTION 26
ENTIRE LEASE

This Lease contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

SECTION 27
MEMORANDUM OF LEASE

The parties will execute a memorandum of this Lease in form and substance sufficient to give constructive notice of the terms hereof to third parties. If the title insurance company insuring Tenant's leasehold estate or the interest of any mortgagee or such mortgagee requires such memorandum to be amended or any additional documentation to be recorded, such amendment or additional documentation shall be executed by the parties and may be recorded.

SECTION 28
MISCELLANEOUS

Whenever this Lease requires the approval or consent of Landlord, Tenant must obtain the approval or consent of the city council or the city manager of the City of Las Vegas, unless this Lease specifically requires one or the other. Wherever in any other document, including, without limitation, the Proposal, there is a conflict or inconsistency with this Lease, this Lease shall be deemed controlling. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit, amplify or describe the scope or intent of this Lease, nor in any way be used in interpreting the terms of this Lease or affect this Lease. Personal pronouns used herein shall be construed as though of the gender and number required by the context, and the singular shall include the plural and the plural the singular as may be required by the context. In the event of a dispute between the parties concerning the enforcement or interpretation of this Lease, the prevailing party in such dispute, whether by legal proceedings or otherwise, shall be reimbursed immediately by the other party to such dispute for reasonably incurred attorneys' fees and other costs and expenses. In the event it becomes necessary for any party to retain legal counsel for the representation of its rights hereunder in or in connection with the bankruptcy of another party, such party, if successful therein, shall be reimbursed immediately by the party in bankruptcy for reasonably incurred attorneys' fees and other costs and expenses. No modification, waiver, amendment, discharge or change of this Lease shall be valid unless the same is in writing and signed by each of Landlord and Tenant. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, each party shall perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all further acts, deeds and assurances as may, from time to time, be reasonably requested by any party to consummate the transactions contemplated in this Lease and for the better assuring to the requesting party all of its rights hereunder. This Lease shall be deemed to be made under the laws of the State of Nevada and for all purposes shall be governed by and construed in accordance with the laws thereof. Clark County, Nevada shall be the exclusive venue for any action brought by the parties in any way related to this Lease. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall

be interpreted in accordance with the general tenor of its language. This Lease may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

TENANT:

Nature Park, Inc., a
Nevada corporation

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

LANDLORD:

City of Las Vegas

By: _____
Jan Laverty Jones,
Mayor

ATTESTED BY: _____
KATHLEEN M. TIGHE, CITY CLERK

Approved as to form:

_____ 1/3/96
Date

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

On this 3rd day of January, 1996, personally appeared before me, a notary public, Jan Laverty Jones, who acknowledged she executed the instrument.

CLAUDETTE M. POCIUS
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Feb. 1, 1997

Claudette M. Pocius
Notary Public

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

On this 3rd day of January, 1996, personally appeared before me, a notary public, Richard P. Chulick, who acknowledged he executed the instrument.

REGINA A. WALTERS
Notary Public
State of Nevada
Clark County
My Appointment Expires Apr. 27, 1998

Regina A. Walters
Notary Public

EXHIBIT A

LEASED PROPERTY

NATURE PARK SITE

A.P.N. 139-36-502-001 & 002 & 139-36-602-001
(020-340-002 & 005 & 020-600-004)
NATURE PARK GOLF COURSE

That portion of the Northeast Quarter (NE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as:

That certain 98.020 acre, more or less, parcel of land shown as NATURE PARK on the RECORD OF SURVEY on file in File 64 of Surveys, Page 66 of Clark County, Nevada Records.

MOJAVE/CEDAR PROPERTY

A.P.N. 139-36-601-001 (020-600-003)
CITY PARCEL SOUTHWEST CORNER OF MOJAVE AND CEDAR

That portion of the Northeast Quarter (NE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

COMMENCING at the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 36 as shown on the Record of Survey on file in File 64 of Surveys, Page 66 of Clark County, Nevada Records; thence along the West line of said Northeast Quarter (NE 1/4), North 00°10'05" West a distance of 917.95 feet to the Westerly prolongation of the North line of that certain parcel of land described by DEED to the STATE OF NEVADA recorded July 6, 1981 as Instrument Number 1387909 of Clark County, Nevada Records; thence along the Westerly prolongation of the North line of said STATE OF NEVADA parcel, South 87°56'12" East a distance of 30.02 feet to the TRUE POINT OF BEGINNING on the East line of the West 30.00 feet of said Northeast Quarter (NE 1/4), also being the Northwest corner of said STATE OF NEVADA parcel; thence along the North line of said STATE OF NEVADA parcel, continuing South 87°56'12" East a distance of 415.57 feet to the Northeast corner of said STATE OF NEVADA parcel, on the West Right-of-Way line of MOJAVE ROAD as shown on said File 64 of Surveys, Page 66; thence along said West Right-of-Way line of MOJAVE ROAD, North 00°09'09" West a distance of 367.63 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 20.00 feet; thence Northwesterly along said tangent curve, through a central angle of 89°43'30", an arc distance of 31.32 feet to the South Right-of-Way line of CEDAR AVENUE as shown on said File 64 of Surveys, Page 66; thence tangent to said

curve, along said South Right-of-Way line of CEDAR AVENUE, North 89°52'39" West a distance of 375.36 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 20.00 feet; thence Southwesterly along said tangent curve, through a central angle of 90°17'26", an arc distance of 31.52 feet o the East Right-of-Way line of 30TH STREET as shown on said File 64 of Surveys, Page 66; thence tangent to said curve, along said East Right-of-Way line of 30TH STREET, South 00°10'05" East a distance of 353.35 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 3.624 acres, more or less.

EXHIBIT B

COMMENCEMENT DATE

The commencement Date of that Lease dated January 3, 1996, by and between the City of Las Vegas, as Landlord, and Southwest Golf, Ltd., assignee, as Tenant, was the 11th day of September, 1996.

TENANT:

Southwest Golf, Ltd.
a Nevada Partnership

By: R Chulick
(Signature)

Name: RICHARD P. CHULICK
(Print Name)

Title: SEC, S.W.G. INC., GENERAL PARTNER
(Print Title)

LANDLORD:

City of Las Vegas

By: Jan Laverty Jones
Jan Laverty Jones,
Mayor

Approved as to form:

J Pinkwell 9/6/96
Date

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

On this 17th day of SEPTEMBER, 1996, personally appeared before me, a notary public, Jan Laverty Jones, who acknowledged she executed the instrument.

SANDRA R. LeBOEUF
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Mar. 15, 1999

Sandra R. LeBoeuf
Notary Public

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

On this 3rd day of JANUARY, 1996, personally appeared before me, a notary public, Richard P. Chulick, who acknowledged he executed the instrument.

REGINA A. WALTERS
Notary Public
State of Nevada
Clark County
My Appointment Expires Apr. 27, 1999

Regina A. Walters
Notary Public

EXHIBIT "C"

RATE SCHEDULE

I. Resident:

A. Base rate: $36.00.

B. Senior rate: $36.00 less 25% (senior rates would be available at certain designated times of every day the course is open for public play).

C. Junior rate: $36.00 less 75% (junior rates would be available at certain designated times of every day the course is open for public play).

D. Summer rate: Summer rates would be available at certain designated times every day during the summer the course is open for public pay. At all other times during the summer, the base rate of $36.00 would apply:

(a) Summer rate: $22.00

(b) Senior rate: $22.00 less 25% (senior rates would be available at certain designated times of every day the course is open for public play).

(c) Junior rate: $22.00 less 75% (junior rates would be available at certain designated times of every day the course is open for public play).

E. Cart rate: $10.00 per person based on double occupancy.

FIRST AMENDMENT TO NATURE PARK GOLF COURSE LEASE AND MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO NATURE PARK GOLF COURSE LEASE AND MANAGEMENT AGREEMENT (this "First Amendment") is made and entered into as of October 2, 1996, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord"), and Southwest Golf Ltd., a Nevada limited partnership ("Tenant").

RECITALS

A. Landlord and Golf Club of Nevada, Inc., a Nevada corporation, formerly known as Nature Park, Inc. ("GCN"), entered into that certain Nature Park Golf Course Lease and Management Agreement, dated January 3, 1996 (the "Lease").

B. Pursuant to that certain Purchase and Sale Agreement dated July 5, 1996, by and between GCN and Nevada Exchange Corporation, a Nevada corporation ("Nevada Exchange"), GCN, with the prior written consent of Landlord, assigned all of its right, title and interest in and to the Lease to Nevada Exchange and Nevada Exchange assumed and agreed to perform all of GCN's obligations and liabilities in any way related to the Lease.

C. Pursuant to that certain Assignment and Assumption dated September 10, 1996, Nevada Exchange, with the prior written consent of Landlord, assigned all of its right, title and interest in and to the Lease to Tenant and Tenant assumed and agreed to perform all of Nevada Exchange's obligations and liabilities in any way related to the Lease.

D. Landlord and Tenant desire to amend the Lease to clarify certain provisions with respect to tee times, green fees and cart rentals.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. The Lease is amended by deleting Section 8.04 in its entirety and inserting a new Section 8.04 as follows:

> 8.04. As provided for in Section 8.05, Tenant shall, on an annual basis, provide the opportunity for residents of the City of Las Vegas, Nevada ("Residents"), to reserve at least fifty percent (50%) of tee times available at the Golf Facility. Tenant's reservation policy shall be consistent with the policy contained in the Proposal, except to the extent inconsistent with this Lease. Within ninety (90) days after the

end of each calendar year Tenant shall provide to Landlord a report showing the percentage of tee times which Residents had the opportunity to reserve during such calendar year. Tenant may require Resident golfers to acquire an identification card ("Resident I.D. Card") through Tenant identifying the golfer as a Resident before such golfer will be entitled to any preference available to Residents, including, without limitation, preferences with respect to tee times and/or green fees. If Tenant elects to require Resident I.D. Cards, such cards will be available at the Golf Facility and will initially be available at a cost of Ten Dollars ($10.00) per year, subject to decrease or reasonable increases from time to time upon not less than thirty (30) days notice to the public and to Landlord.

2. The Lease is amended by deleting Section 8.05 in its entirety and inserting a new Section 8.05 as follows:

8.05. On the first day of the period during which Tenant accepts advance reservations for a given date of play ("Advance Reservation Period") only Residents shall be allowed to reserve tee times until such time as Residents reserve all the tee times available to Residents for such date of play. For example, if Tenant accepts advance reservations up to five (5) days in advance of the date of play, only Residents will be allowed to reserve tee times until the first to occur of (i) one (1) day of the Advance Reservation Period has expired, or (ii) the percentage of the tee times available to Residents for the date of play have been reserved by Residents. After the expiration of the first to occur of the foregoing, Tenant may, at its option, continue to allow only Residents to reserve tee times for such date of play or may fill the unreserved tee times on a first come, first serve basis to Residents or golfers who are not Residents. Nothing contained in this Section shall be deemed to relieve Tenant from its obligation to, on an annual basis, provide the opportunity for Residents to reserve at least fifty percent (50%) of tee times available at the Golf Facility. Tenant will provide not less than thirty (30) days notice to the public and to Landlord prior to implementing any changes to the Advance Reservation Period.

3. The Lease is amended by deleting Section 8.07 in its entirety and inserting a new Section 8.07 as follows:

8.07. Tenant shall be solely responsible for the development, implementation and enforcement of any and all rules and regulations concerning the use and operation of

the Golf Facility (the "Rules and Regulations"). The Rules and Regulations may include, without limitation, rules concerning the use of golf carts, regulations concerning appropriate attire, tee time reservation policies, including, but not limited to, scheduling of playing times for juniors and seniors, group function policies and cancellation/refund policies. Tenant has the authority to amend or revise the Rules and Regulations: however, Tenant agrees that it shall not, under any circumstances, discriminate in the use of the Leased Property on the basis of race, creed, sex, religion or national origin.

4. Section 8.09 of the Lease is amended by deleting the words "and to avoid unnecessary and restrictive hourly requirements for total playing time on golfing rounds."

5. The Lease is amended by deleting Section 9.01 in its entirety and inserting a new Section 9.01 as follows:

> 9.01. Initial green fees for Residents shall be as stated in the schedule attached hereto as Exhibit "C." Except for the Base Rate (hereinafter defined), which may be increased only as provided for in this Lease, nothing in this Lease shall prohibit Tenant from decreasing or increasing such initial green fees from time to time as Tenant believes is desirable for the successful operation of the Golf Facility, subject to the limitations set forth on Exhibit C. Green fees for golfers who are not Residents shall be as determined by Tenant from time to time in Tenant's sole discretion.

6. The Lease is amended by deleting Exhibit "C" in its entirety and inserting a new Exhibit "C" in the form of Exhibit "C" attached to this First Amendment and incorporated herein by this reference.

7. Except as amended by this First Amendment, all terms and provisions of the Lease remain unmodified and in full force and effect.

8. In the event of any inconsistency between the terms and provisions of the Lease and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment shall control.

9. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall be considered one (1) document.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this First Amendment as of the date first above written.

Southwest Golf, Ltd., a Nevada limited partnership

By: William T. Walters
(Signature)

Name: William T. Walters
(Print Name)

Title: Pres. S.W.G., Inc. Gen. Partner
(Print Title)

City of Las Vegas, a municipal corporation of the State of Nevada

By: Jan Laverty Jones
Jan Laverty Jones, Mayor

Attested By: Kathleen M. Tighe
Kathleen M. Tighe, City Clerk

Approved as to Form:

J. Pariani 10/1/96
Date

State of Nevada

County of Clark

This instrument was acknowledged before me on November 21, 1996, by Jan Laverty Jones as Mayor of the City of Las Vegas.

SUSIE E. MARTINEZ
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Aug. 18, 1999

Susie E. Martinez
NOTARY PUBLIC

State of Nevada

County of Clark

This instrument was acknowledged before me on November 11, 1996, by William T. Walters as President of S.W.G., Inc. General Partner.

Cherie Cronemeyer
NOTARY PUBLIC

CHERIE CRONEMEYER
NOTARY PUBLIC - STATE OF NEVADA
CLARK COUNTY
96-3201-1 My Appt. Expires June 11, 2000

CITY COUNCIL MINUTES

OCT 0 2 1996

EXHIBIT C

RESIDENT RATE SCHEDULE

A. Base Rate: Initially $36.00. The Base Rate is subject to adjustment as provided for in the Lease.

B. Senior Rate: The Senior Rate will never exceed 75% of the Base Rate.

C. Junior Rate: The Junior Rate will never exceed 25% of the Base Rate.

D. Summer Rate: The Summer Rate will never exceed 60% of the Base Rate.

E. Senior Summer Rate: The Senior Summer Rate will never exceed 75% of the Summer Rate.

F. Junior Summer Rate: The Junior Summer Rate will never exceed 25% of the Summer Rate.

Notwithstanding the foregoing, the Senior Rate, Junior Rate, Summer Rate, Senior Summer Rate and Junior Summer Rate would be rounded up to the nearest 50 cents. The Senior Rate, Junior Rate, Summer Rate, Senior Summer Rate and Junior Summer Rate would be available at certain designated times on designated days at Tenant's discretion and, subject to the foregoing limitations, such rates are subject to decrease or increase from time to time at Tenant's discretion.

SECOND AMENDMENT TO NATURE PARK GOLF COURSE LEASE AND MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO NATURE PARK GOLF COURSE LEASE AND MANAGEMENT AGREEMENT ("Second Amendment") is made and entered into as of July 17, 1997, by and between THE CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Landlord"), and SOUTHWEST GOLF LTD., a Nevada limited partnership ("Tenant").

RECITALS

A. Landlord and Golf Club of Nevada, Inc., a Nevada corporation, formerly known as Nature Park, Inc. ("GCN"), entered into that certain Nature Park Golf Course Lease and Management Agreement, dated January 3, 1996 (the "Lease").

B. Pursuant to that certain Purchase and Sale Agreement, dated July 5, 1996, by and between GCN and Nevada Exchange Corporation, a Nevada corporation ("Nevada Exchange"), GCN, with the prior written consent of Landlord, assigned all of its right, title and interest in and to the Lease to Nevada Exchange, and Nevada Exchange assumed and agreed to perform all of GCN's obligations and liabilities in any way related to the Lease.

C. Pursuant to that certain Assignment and Assumption, dated September 10, 1996, Nevada Exchange, with the prior written consent of Landlord, assigned all of its right, title and interest in and to the Lease to Tenant, and Tenant assumed and agreed to perform all of Nevada Exchange's obligations and liabilities in any way related to the Lease.

D. Pursuant to that certain First Amendment to Nature Park Golf Course Lease and Management Agreement, dated October 2, 1996 (the "First Amendment"), the parties further amend certain provisions of the Lease.

E. Landlord and Tenant desire to further amend the Lease to clarify certain provisions as provided herein,

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. The Lease is amended by deleting Section 8.04 in its entirety and inserting a new Section 8.04 as follows:

> 8.04. Pursuant to the terms provided for in Section 8.05, Tenant shall, on an annual basis, provide the opportunity for the residents of the City of Las Vegas, Nevada (the "Residents"), to reserve at least fifty percent (50%) of tee times available at the Golf Facility during a 12-calendar-month period (the "Minimum Annual Availability Requirement"). Tenant shall have the sole authority to determine the actual days and times, during the 12-calendar-month period, on which the Residents shall have the opportunity to reserve a tee time (the "Resident's Available Tee Time

Period"). Subject to the terms and conditions recited in this Lease, Tenant's reservation policy shall be consistent with the policy contained in the Proposal. Within ninety (90) days after the end of each calendar year, Tenant shall provide to Landlord a report showing the percentage of tee times during the 12-calendar-month period in which the Residents had the opportunity to reserve a tee time. Tenant may require the Resident golfers to acquire an identification card (the "Resident I.D. Card") through Tenant identifying the golfer as a Resident before such golfer will be entitled to any preference with respect to tee times and/or green fees. If Tenant elects to require the Resident I.D. Cards, such cards will be available at the Golf Facility and will initially be available at a cost of TEN DOLLARS ($10.00) per calendar year period, subject to decrease or reasonable increases from time to time upon not less than thirty (30) days notice to the public and to Landlord.

2. The Lease is amended by deleting Section 8.05 in its entirety and inserting a new Section 8.05 as follows:

> 8.05. The Residents shall have the right to reserve tee times one (1) day in advance of all other users of the Golf Facility during the Resident's Available Tee Time Period, as periodically established by Tenant. The Residents shall be allowed to reserve tee times on said day until such time as the Residents reserve all the tee times made available to the Residents for such date of play. For example, if Tenant accepts advance reservations up to thirty (30) days in advance of the date of play, if the day is included in the Resident's Available Tee Time Period, the Residents will be allowed to reserve tee times until the first to occur of (i) the expiration of the one-day advanced reservation period, or (ii) the reservation of all tee times being made available to the Residents on said date. After the expiration of the first to occur of the foregoing, Tenant may, at its option, continue to allow only the Residents to reserve tee times for such date of play, or may fill the unreserved tee times on a first-come, first-serve basis to the Residents or golfers who are not the Residents. Any tee time which was open for play by the Residents during the 12-calendar-month period, whether utilized by a Resident or not, including any subsequent period which is opened for Resident play after the one-day reservation period has expired, shall be included in the calculation of the Minimum Annual Availability Requirement. Tenant will provide not less than thirty (30) days notice to the public and to Landlord prior to implementing any changes to the period of time utilized for advanced reservations at the Golf Facility.

3. Except as amended by this Second Amendment, all terms and provisions of the Lease and the First Amendment remain unmodified and in full force and effect.

4. In the event of any inconsistency between the terms and provisions of the Lease and

the terms and provisions of this Second Amendment, the terms and provisions of this Second Amendment shall control.

5. This Second Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall be considered one (1) document.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Second Amendment as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

"LANDLORD"

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

_____ 7/10/97
Date

SOUTHWEST GOLF LTD.,
a Nevada limtied partnership

By: _____

Its: _____

"TENANT"

ATTEST:

_____

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this 14th day of July, 1997, by JAN LAVERTY JONES, Mayor of the City of Las Vegas.

NOTARY PUBLIC, in and for said County and State

SANDRA R. LEBRUF
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Nov. 15, 1997

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this 29th day of July, 1997, by William T. Walters, as General Partner of SOUTHWEST GOLF, LTD., a Nevada limited partnership.

NOTARY PUBLIC, in and for said County and State

BARBARA J. CROSS
NOTARY PUBLIC - STATE OF NEVADA
CLARK COUNTY
97-0488-1 My Appt. Expires February 27, 2001

CITY COUNCIL MINUTES

JUL 14 1997 85

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

1700 BANK OF AMERICA PLAZA

300 SOUTH FOURTH STREET

LAS VEGAS, NEVADA 89101

(702) 383-8888

FAX (702) 383-8845

September 12, 1997

SAMUEL S. LIONEL (1918-1996)
GRANT SAWYER (1923-1987)
JON R. COLLINS
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
DENNIS L. KENNEDY
RICHARD W. HORTON
DAN C. BOWEN
MARK A. SOLOMON
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
DAVID WHITTEMORE
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
ANTHONY N. CABOT
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
JOHN R. BAILEY
GARY W. DUHON
LAUREL E. DAVIS
DAN R. REASER
CARL D. SAVELY
LAYNE J. BUTT
MARK LEMMONS
HOWARD E. COLE
PAUL E. LARSEN
CHRISTOPHER R. HOOPER
SUVINDER S. AHLUWALIA
P. GREGORY GIORDANO

OF COUNSEL
ROBERT M. BUCKALEW
BRIAN MCKAY

JEFFREY D. MENICUCCI
LOUIS E. GARFINKEL
ELLEN WHITTEMORE
MADELENE C. AMENDOLA
ANGIE SHIROFF
MARK A. MCINTIRE
STEPHEN R. HACKETT
ROBERT P. SPRETNAK
ALLEN J. WILT
ELAINE S. GUENAGA
LYNN S. FULSTONE
EFREM ROSENFELD
SUSAN L. MYERS
BRYAN M. WILLIAMS
MICHAEL D. RAWLINS
ETTA L. WALKER
KEVIN O. DOTY
DAN C. MCGUIRE
CHRISTOPHER R. COLEY
MORGAN R. BAUMGARTNER
W. DAVID SHENK
COLIN M. ADKINS
NATHALIE HUYNH
ALISON M. HILL
SVEN O. RIETHMUELLER
LESLIE BRYAN HART
MICHAEL J. MCCUE
JEAN A. TANG
DAVID J. MERRILL
CRAIG E. ETEM
TODD E. KENNEDY
WON S. LEE
DEIDRE J. CALL
STEVEN A. GIBSON[1]
LON A. BURKE[2]
LAURA J. THALACKER

[1]ADMITTED IN ILLINOIS ONLY
[2]ADMITTED IN ARIZONA ONLY

WRITER'S DIRECT DIAL NUMBER

(702) 383-8859

00591-0054

Teresita L. Ponticello
Deputy City Attorney
Civil Division
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, Nevada 89101

Re: Lease and Management Agreement ("Lease") dated July 14, 1997 by and between the City of Las Vegas ("Landlord") and Golf Club of Illinois, Inc. ("GCI")

Dear Teresita:

Enclosed is a fully executed copy of the assignment from GCI to Nevada Links, Inc. Please call me should you have any questions.

Sincerely,

Mark Lemmons

Mark Lemmons

ML:jan
Enclosure
cc: w/o encl: William Walters

RENO OFFICE: 1100 BANK OF AMERICA PLAZA, 50 WEST LIBERTY STREET • RENO, NEVADA 89501
(702) 788-8666 • FAX (702) 788-8682

ASSIGNMENT AND ASSUMPTION

Golf Club of Illinois, Inc., an Illinois corporation ("Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and for other good and valuable consideration to Assignor paid by Nevada Links, Inc., a Nevada corporation ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, assigns and conveys unto Assignee all of Assignor's right, title and interest in and to that certain Lease and Management Agreement ("Lease") made as of July 14, 1997, by and between Assignor and the City of Las Vegas, a municipal corporation of the State of Nevada. Assignee hereby assumes and agrees to perform all of Assignor's obligations and liabilities in any way related to the Lease and arising on or after the date hereof.

Dated as of August 22, 1997

ASSIGNOR:

Golf Club of Illinois, Inc.,
an Illinois corporation

By: William T. Walters
(Signature)

Name: William T. Walters
(Print Name)

Title: President
(Print Title)

ASSIGNEE:

Nevada Links, Inc.,
a Nevada corporation

By: William T. Walters
(Signature)

Name: William T. Walters
(Print Name)

Title: President
(Print Title)

ML/00591-0054
081497/002/2

CITY COUNCIL MINUTES
JUL 14 1997
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SECRETARY OF STATE

STATE OF NEVADA

CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **NEVADA LINKS, INC.** did on **August 14, 1997**, file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Las Vegas, Nevada, on **August 14, 1997.**

Dean Heller

Secretary of State

By

Certification Clerk

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

AUG 14 1997

No. C17502-97

Dean Heller
DEAN HELLER, SECRETARY OF STATE

CITY COUNCIL MINUTES

JUL 14 1997

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ARTICLES OF INCORPORATION

OF

NEVADA LINKS, INC.

The undersigned natural person acting as incorporator of a corporation (the "Corporation") under the provisions of Chapter 78 of the Nevada Revised Statutes, adopts the following Articles of Incorporation.

ARTICLE 1

NAME

The name of the Corporation is NEVADA LINKS, INC.

ARTICLE 2

INITIAL RESIDENT AGENT AND REGISTERED OFFICE

The name of the initial resident agent of the Corporation, a corporate resident of the State of Nevada, whose business address is 1700 Bank of America Plaza, 300 South Fourth Street, Las Vegas, Clark County, Nevada 89101 is LIONEL SAWYER & COLLINS.

ARTICLE 3

AUTHORIZED SHARES

The aggregate number of shares that the Corporation shall have the authority to issue is 25,000 shares of stock at no par value.

ARTICLE 4

DATA RESPECTING DIRECTORS

Section 4.01 Style of Governing Board. The members of the governing board of the Corporation shall be styled Directors.

CITY COUNCIL MINUTES
JUL 14 1997

Section 4.02 Initial Board of Directors. The initial Board of Directors shall consist of one (1) member.

Section 4.03 Names and Addresses. The name and address of the person who is to serve as Director until the first annual meeting of the shareholders, or until his successor shall has been elected and qualified, is as follows:

Name	Address
William T. Walters	145 East Reno, Suite E5-A Las Vegas, Nevada 89119

Section 4.04 Increase or Decrease of Directors. The number of Directors of the Corporation may be increased or decreased from time to time as shall be provided in the Bylaws of the Corporation.

ARTICLE 5

LIABILITY OF DIRECTORS AND OFFICERS

No director or officer shall have any personal liability to the Corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, except that this Article FIVE shall not eliminate or limit the liability of a director or officer for (i) acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or (ii) the payment of distributions in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Corporation for acts or omissions prior to such repeal or modification.

CITY COUNCIL MINUTES
JUL 14 1997

ARTICLE 6

ELECTION NOT TO BE GOVERNED BY CORPORATE COMBINATIONS ACT

The Corporation hereby elects not to be governed by Sections 78.411 to 78.444, inclusive, of the Nevada Revised Statutes.

ARTICLE 7

DATA RESPECTING INCORPORATOR

The name and address of the incorporator of the Corporation is as follows:

Name	Address
Christy L. Connor	Lionel Sawyer & Collins 300 S. Fourth Street Las Vegas, Nevada 89101

EXECUTED this 14th day of August, 1997.

CHRISTY L. CONNOR

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on August 14, 1997, by Christy L. Connor.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. M. RUSSELL
Appt. No. 96-6480-1
My Appointment Expires Nov. 22, 2000

NOTARY PUBLIC

My Commission expires: 11/22/00

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

AUG 14 1997

No. C17507-97

DEAN HELLER, SECRETARY OF STATE

CITY COUNCIL MINUTES

JUL 14 1997

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CERTIFICATE OF ACCEPTANCE OF APPOINTMENT AS RESIDENT AGENT

In the matter of: NEVADA LINKS, INC.

LIONEL SAWYER & COLLINS hereby certifies that on the 14th day of August, 1997, it accepted the appointment as Resident Agent of the above-entitled corporation in accordance with Nevada Revised Statute 78.030.

LIONEL SAWYER & COLLINS further certifies that the registered office in this State of said corporation is located at 1700 Bank of America Plaza, 300 South Fourth Street, Las Vegas, Nevada 89101.

Dated: August 14, 1997.

LIONEL SAWYER & COLLINS

By: Mark Lemmons
Mark Lemmons

THIRD AMENDMENT TO NATURE PARK GOLF COURSE LEASE AND MANAGEMENT AGREEMENT

This Third Amendment to NATURE PARK GOLF COURSE LEASE AND MANAGEMENT AGREEMENT *("Third Amendment")* is entered into and effective for all purposes as of the 21st day of August, 2013 *("Effective Date")* by and between the City of Las Vegas, a municipal corporation of the State of Nevada *("Landlord")*, and Southwest Golf LTD, a Nevada limited partnership *("Tenant")*. The Landlord and Tenant may be individually referred to as *"Party"* or collectively referred to herein as the *"Parties."*

RECITALS

WHEREAS, the City is the owner of Assessor's Parcel Number 139-36-502-003 and 139-36-601-001 in Las Vegas, County of Clark, Nevada, and commonly known as Nature Park *("Property")*; and

WHEREAS, Landlord and Golf Club of Nevada, Inc., a Nevada corporation, formerly known as Nature Park, Inc. ("GCN") entered into that certain Nature Park Golf Course Lease and Management Agreement dated January 3, 1996 ("Original Lease Agreement"); and

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated July 5, 1996, by and between GCN and Nevada Exchange Corporation, a Nevada corporation *("Nevada Exchange")*, GCN, with the prior written consent of Landlord, assigned all of its rights, title and interest in and to the Original Lease Agreement to Nevada Exchange, and Nevada Exchange assumed and agreed to perform all of GCN's obligations and liabilities in any way related to the Original Lease Agreement; and

WHEREAS, pursuant to that certain Assignment and Assumption, dated September 10, 1996, Nevada Exchange, with the prior written consent of Landlord, assigned all of its right, title and interest in and to the Original Lease Agreement to Tenant, and Tenant assumed and agreed to perform all of Nevada Exchange's obligations and liabilities in any way related to the Original Lease Agreement; and

WHEREAS, pursuant to that certain First Amendment to Nature Park Golf Course Lease and Management Agreement, dated October 2, 1996 *("First Amendment")*, the Parties further amended the Original Lease Agreement to clarify certain provisions with respect to tee times, green fees and cart rentals; and

WHEREAS, pursuant to that certain Second Amendment to Nature Park Golf Course Lease and Management Agreement, dated July 14, 1997 *("Second Amendment")*, the Parties further amended the certain provisions as set forth in the First Amendment (the Original Lease Agreement, First Amendment and Second Amendment shall collectively be referred to as the *"Lease"*); and

WHEREAS, Tenant has requested that the term of the Lease be extended and the Rent be adjusted.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the Parties hereby agree to amend the Agreement as follows:

TERMS AND CONDITIONS

1. Section 2.01 of the Original Lease Agreement shall be amended to add the following paragraph at the end of the section:

As of the date of this Third Amendment, unless earlier terminated as elsewhere provided herein, the term of the Lease shall be for an additional period of fifteen (15) years from the termination date of August 30, 2046 as determined by the provisions in the Original Lease Agreement. The Landlord and Tenant agree that the new termination date of this Lease which includes this extension shall be August 30, 2061 (the "Extension Termination Date").

2. A new Subsection 2.01. (a) shall be added to the Original Lease Agreement and shall read as follows:

2.01 (a) No later than January 30, 2061 and subject to the Tenant not being in default or breach of any terms of the Lease, as amended, Tenant may request an additional twenty-five (25) year extension of the term of the Lease to commence from the Extension Termination Date by submitting a written request to the City Manager of Landlord. Upon receipt of Tenant's request and at the Landlord's option, the Landlord may require renegotiation of the terms of the additional twenty-five year extension and such renegotiation shall be finalized in a new lease to be duly approved by the Las Vegas City Council and executed by Tenant and Landlord no later than August 29, 2061 (the "New Lease"). The New Lease shall have a termination date of August 30, 2086 ("Twenty-five Year Extension Termination Date"). In the event the Landlord does not require renegotiation of the Lease and the Landlord agrees to the additional twenty-five year extension, the Landlord and Tenant shall enter into an amendment of the Lease for the sole purpose of extending the term for an additional twenty-five years to terminate on the Twenty-Five Year Extension Terminate Date. Such amendment shall be duly approved by the Las Vegas City Council and executed by Tenant and Landlord no later than September 10, 2061.

3. Section 3, Rent, of the Original Lease Agreement shall be amended by deleting the first two sentences and inserting the following in its place:

The period (the "Initial Period") beginning on the Commencement Date and ending twelve (12) months after the Golf Facility is open to the public for business is hereinafter referred to as the "Free Rent Period." After the Free Rent Period, Tenant

. . .
. . .
. . .
. . .

shall pay to Landlord annually, in arrears, the following sums of money:

Year (after 1 Yr. Free Rent Period)	Annual Rent
1	$ 25,000
2	35,000
3	45,000
4	60,000
5	75,000
6	100,000

Years 7 to 49(or 2046)	Greater of $100,000 or 1 1/4% of Gross Revenues
Years 50 to 64(or 2061)	Greater of $210,000 or 1 1/4% of Gross Revenues
*Years 65 to 89(or 2086)	Greater of $210,000 or 1/1/4% of Gross Revenues (Gross Revenues hereinafter defined.)

*If no renegotiation of terms for additional 25 year extension as specified in Section 2.01 (a).

4. Section 15, Taxes, of the Original Lease Agreement shall be deleted in its entirety and the following shall be inserted:

Prior to the Commencement Date of the Lease, Landlord shall be liable for any and all real property taxes, and for any personal property taxes imposed by the City of Las Vegas or other appropriate taxing agencies. Subsequent to the Commencement Date of this Lease, Tenant shall be liable for and shall pay before delinquency all other taxes, fees, and assessments of whatsoever kind or nature, and penalties and interest thereon, if any, levied against the Leased Property. Tenant shall not contest in its own name or in the name of Landlord, or both, by appropriate legal proceedings, the amount of validity or application, in whole or in part, of any tax, fee or assessment required to be paid hereunder. Tenant further agrees that throughout the duration of the Lease to not seek or support legislation in Nevada State Legislature to exempt, exclude or abate, in whole or in part, any taxes, fees and assessments of whatsoever kind or nature that are levied against the Leased Property.

5. A new Section 29 shall be added to the Original Lease Agreement to read as follow:

Section 29. Audit of Records.

The Tenant agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Lease 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 Lease, 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 Tenant goes out of business, the Tenant shall forward the books and records to the Landlord to be retained by the Landlord for the period of time required herein.

The Landlord, 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 Tenant pertaining to the performance this Lease during normal business hours. The Landlord will provide prior written notice to the Tenant of the audit and inspection. If the books and records are not located within Clark County, the Tenant agrees to deliver them to the Landlord, or to the address, designated by the Landlord, within Clark County. In lieu of such delivery, the Tenant may elect to reimburse the Landlord for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Tenant's office. If the books and records provided to the Landlord are incomplete, the Tenant agrees to remedy the deficiency after written notice thereof from the Landlord, and to reimburse the Landlord for any additional costs associated therewith including, without limitation, having to revisit the Tenant's office. The Tenant's failure to remedy the deficiency shall constitute a material breach of this Agreement. The Landlord shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

This section shall be in addition to the audit provisions provided in Section 3 of the Original Lease Agreement.

6. A new Section 30 shall be added to the Original Lease Agreement to read as follows:

Section 30. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Tenant warrants that it has disclosed, on the form attached hereto as Exhibit "A", all principals, including, partners of Tenant, as well as all persons and entities holding more than 1% interest in Tenant or any principal of Tenant. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within 15 days of any such change.

7. Incorporation. Except as otherwise amended herein, all other terms and conditions of the Lease shall remain in full force and effect and each party hereby ratifies and confirms its obligations thereunder. The parties represent and acknowledge that as of the date of this Third Amendment, no party (i) is not in default under the terms of the Lease; (ii) has no defense, set off or counterclaim to the enforcement by any other party of the terms of the Lease; and (iii) is not aware of any action or inaction by any party that would constitute a default by any party.

8. Terms Defined. All capitalized terms not otherwise defined in this Third Amendment shall have the meaning ascribed to them in the Lease.

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

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first above written.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____ 9/12/2013
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: _____ 9/3/13
Chief Deputy City Attorney Date

SOUTHWEST GOLF LTD., a Nevada limited partnership

By: _____
SWG, INC. (a NV partnership)

Name: MICHAEL E. LUCE

Title: SECRETARY

Exhibit "A"

Disclosure of Principals

The principals and partners of SWG ~~Limited~~ Inc. and all persons and entities holding more than 1% interest in SWG ~~Limited~~ Inc. or any principal of SWG Inc are the following:

	Full Name	Business Address	Business Phone
1.	Susan B. Walters	2030 E Flamingo Rd Las Vegas NV 89119	702-450-8088
2.	William T. Walters	2030 E. Flamingo Rd Las Vegas NV 89119.	702 450-8088
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

By: _____

Its: Secretary

Subscribed and sworn to before me this

26th day of June, 2013.

_____
Notary Public

MARC HECHTER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-08-13
Certificate No: 05-99731-1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary New Beer Wine Room License, ROCKETSHIP 8, LLC dba THE CREPE at 420 South Rampart Boulevard, Suite #150, [Aleksandar Rumyanov Aleksondrov, Managing Member] - 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 Room License.

RECOMMENDATION:
Recommend approval of the extension of the temporary beer wine room license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following conditions:
1. No one under the age of 21 authorized on premises while beer and wine service is being provided unless the alcoholic beverage is provided only while consuming a meal in a dining room setting.
2. Live Entertainment is limited to ambiance music from 7:00am – 10:00pm for restaurant operation hours.
3. No one under the age of 21 authorized on premises during the night club operation hours from 10:00pm – 4:00am.
4. Business must be in compliance with NRS 202.030 and 202.060 at all times.

BACKUP DOCUMENTATION:
Location Map



The Crepe
420 South Rampart Boulevard, Suite #150

Legend

CITY LIMITS

SUBJECT PROPERTY

N

Date: Monday, October 13, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: MIXED NUTS, LLC TO: STARR GAMING, LLC dba THE PINT at 9941 West Charleston Boulevard, [Sandra A. Starr, Managing Member] - Ward 2 (Beers)

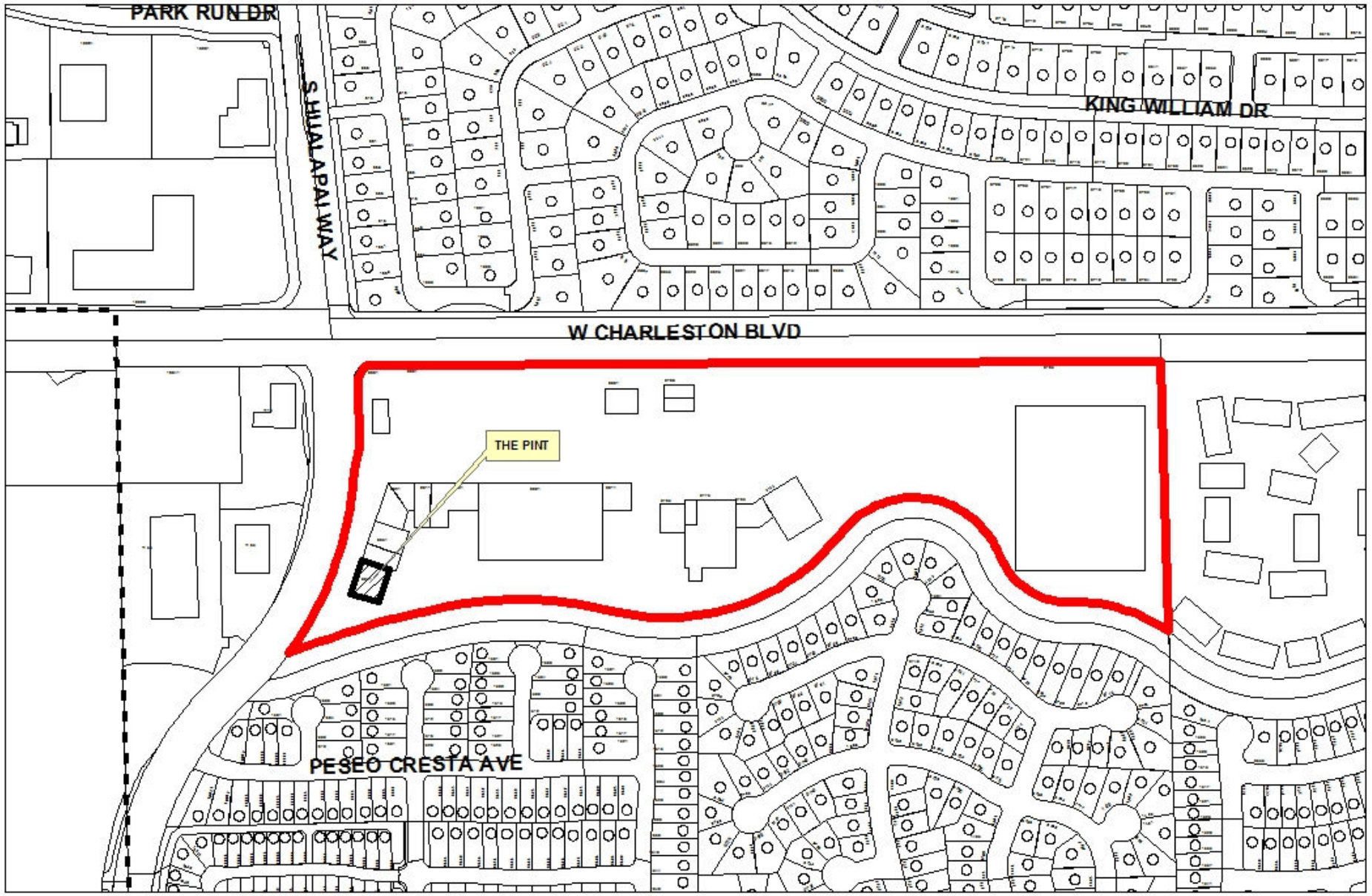
Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



The Pint
9941 West Charleston Boulevard

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: G.N.H. INVESTMENTS, INC. TO: DRT ENTERTAINMENT, LLC dba ADRENALINE SPORTS BAR & GRILL at 3103 North Rancho Drive - Ward 5 (Barlow)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

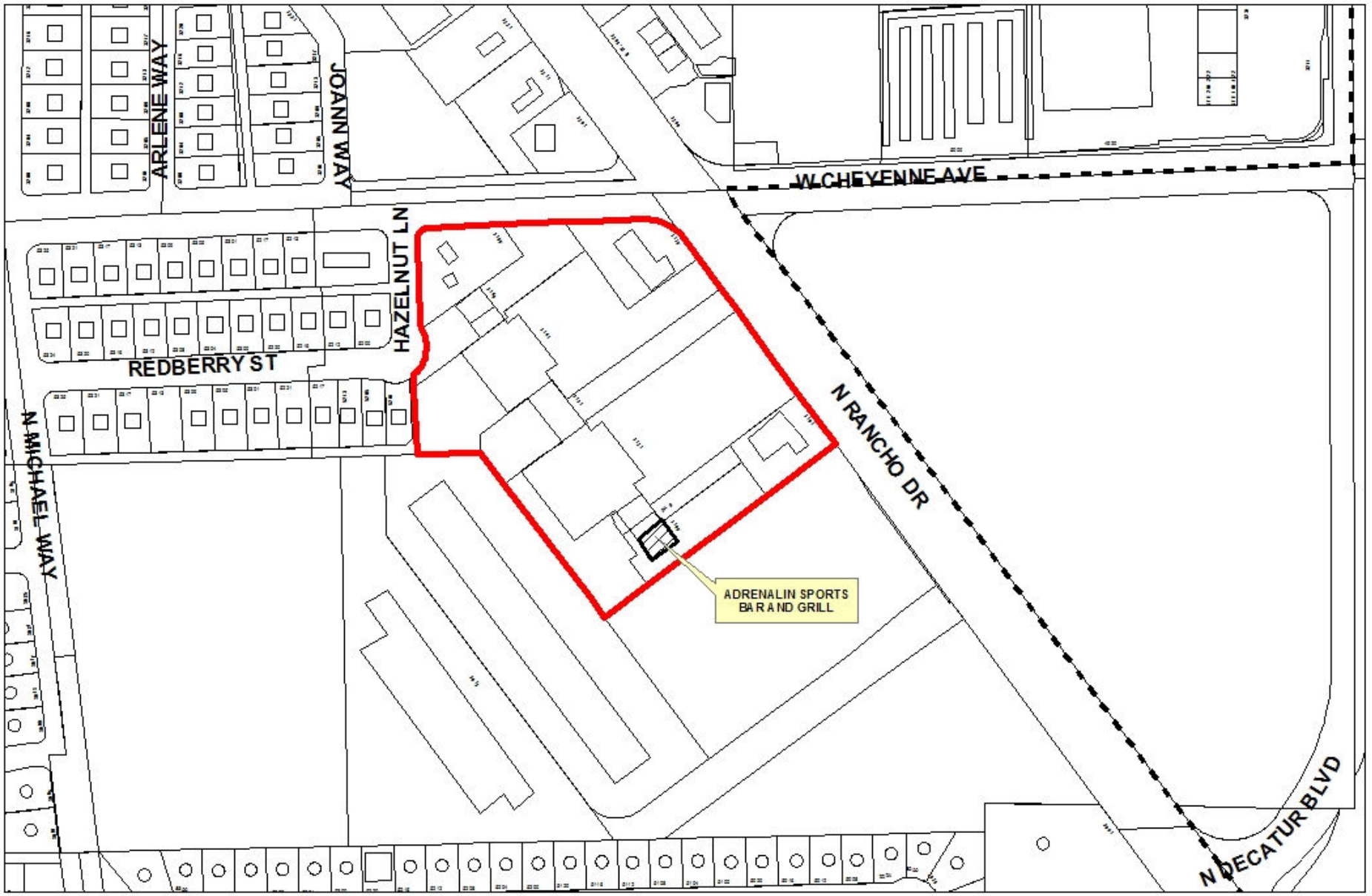
AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: G.N.H. INVESTMENTS, INC. TO: DRT ENTERTAINMENT, LLC dba ADRENALINE SPORTS BAR & GRILL at 3103 North Rancho Drive

---

OWNERSHIP:

DRT ENTERTAINMENT, LLC
Tyrone DiSciorio, Managing Member
Darin DiSciorio, Managing Member
Richard Eubank, Managing Member



Adrenaline Sports Bar & Grill
3103 North Rancho Drive

Legend

CITY LIMITS

SUBJECT PROPERTY

N

Date: Monday, October 13, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Tavern-Limited License for HOP NUTS BREWING, LLC dba HOP NUTS BREWING at 1120 South Main Street, Suite #150 [Kevin James Holder, Managing Member] - Ward 3 (Coffin)

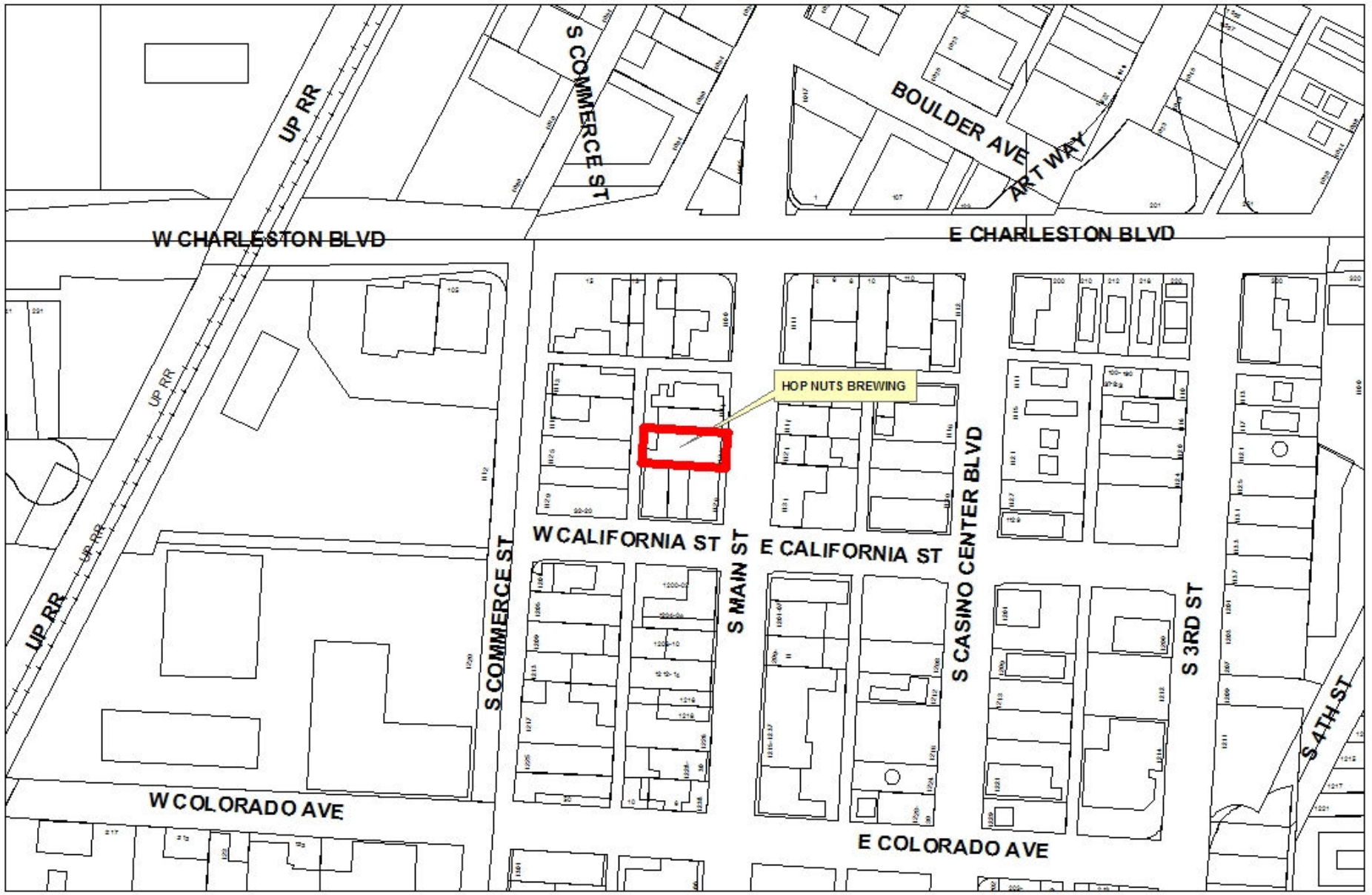
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Tavern-Limited License.

RECOMMENDATION:
Recommend approval of a new tavern-limited license with the approval of the City of Las Vegas Fire Department, Southern Nevada Health District and subject to the following conditions:
1. May not be sold or transferred to a third party, including any change of ownership or change of principal.
2. May not be transferred to a new location unless the new location is within the district appropriate to the license type, the new location is approved in accordance with the terms of Title 19 and the license holder remains the same.

BACKUP DOCUMENTATION:
Location Map



Hop Nuts Brewing
1120 South Main Street, Suite #150

Legend

CITY LIMITS

SUBJECT PROPERTY

N

Date: Thursday, October 23, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Ancillary Brew Pub License for HOP NUTS BREWING, LLC dba HOP NUTS BREWING at 1120 South Main Street, Suite #150 [Kevin James Holder, Managing Member] - Ward 3 (Coffin)

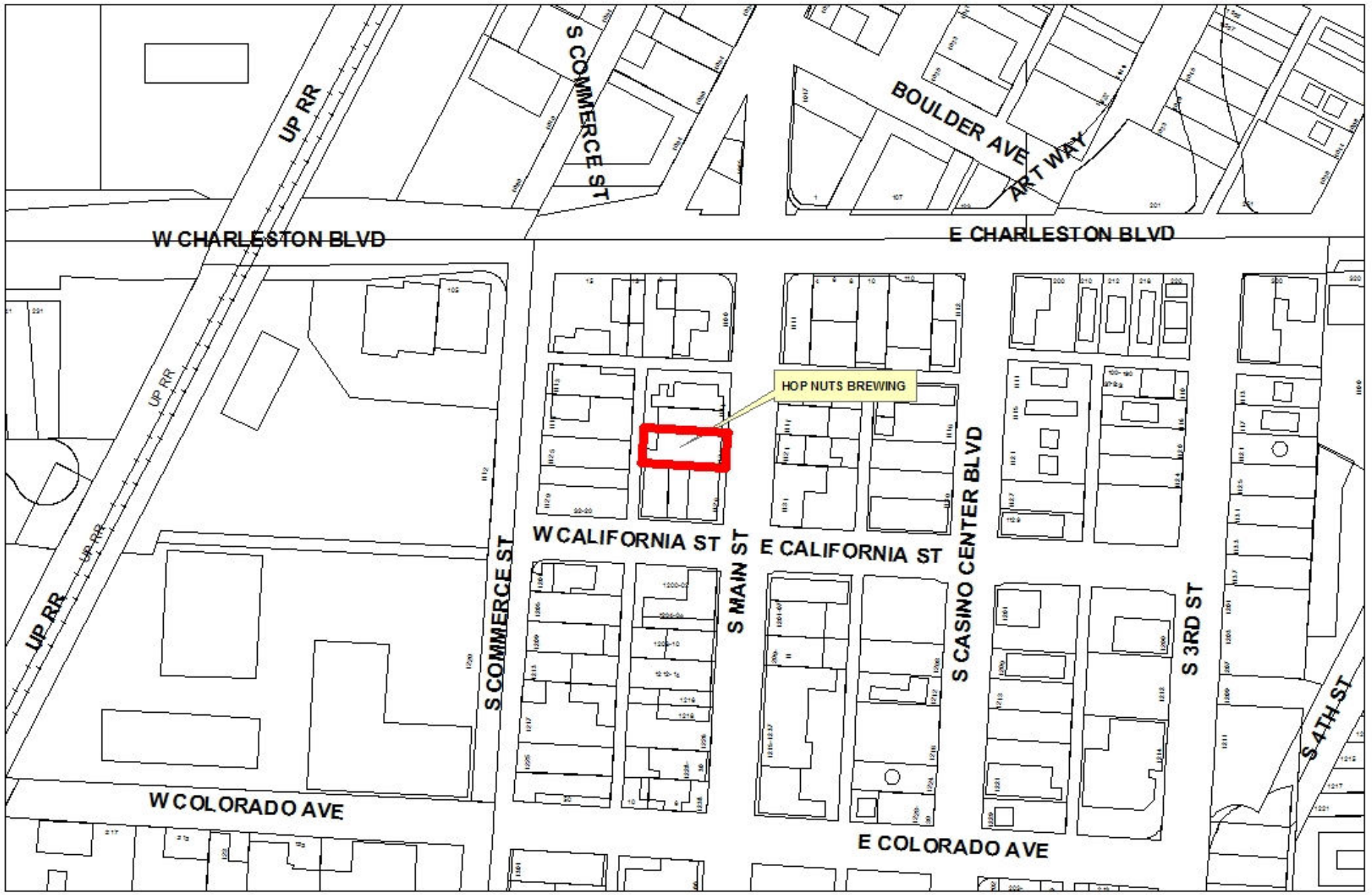
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Ancillary Brew Pub License.

RECOMMENDATION:
Recommend approval of a new ancillary brew pub license with the approval of the City of Las Vegas Fire Department, Southern Nevada Health District and Clark County Commission.

BACKUP DOCUMENTATION:
Location Map



Hop Nuts Brewing
1120 South Main Street, Suite #150

Legend

CITY LIMITS

SUBJECT PROPERTY

N

Date: Thursday, October 23, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Package License BEST FELLAS, INC. dba SUPER LIQUOR MID STRIP at 2301 South Las Vegas Boulevard [Thamer Jarjees, Owner] - 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 Package License.

RECOMMENDATION:
Recommend approval of the extension of the temporary package license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report, subject to condition:
1. Land Use Condition: Hours of operation are limited to 8:00am to 12:00am.

BACKUP DOCUMENTATION:
Location Map



Super Liquor Mid Strip
2301 South Las Vegas Boulevard

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-0826 at 3210 North Tenaya Way - 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 Package License.

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

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

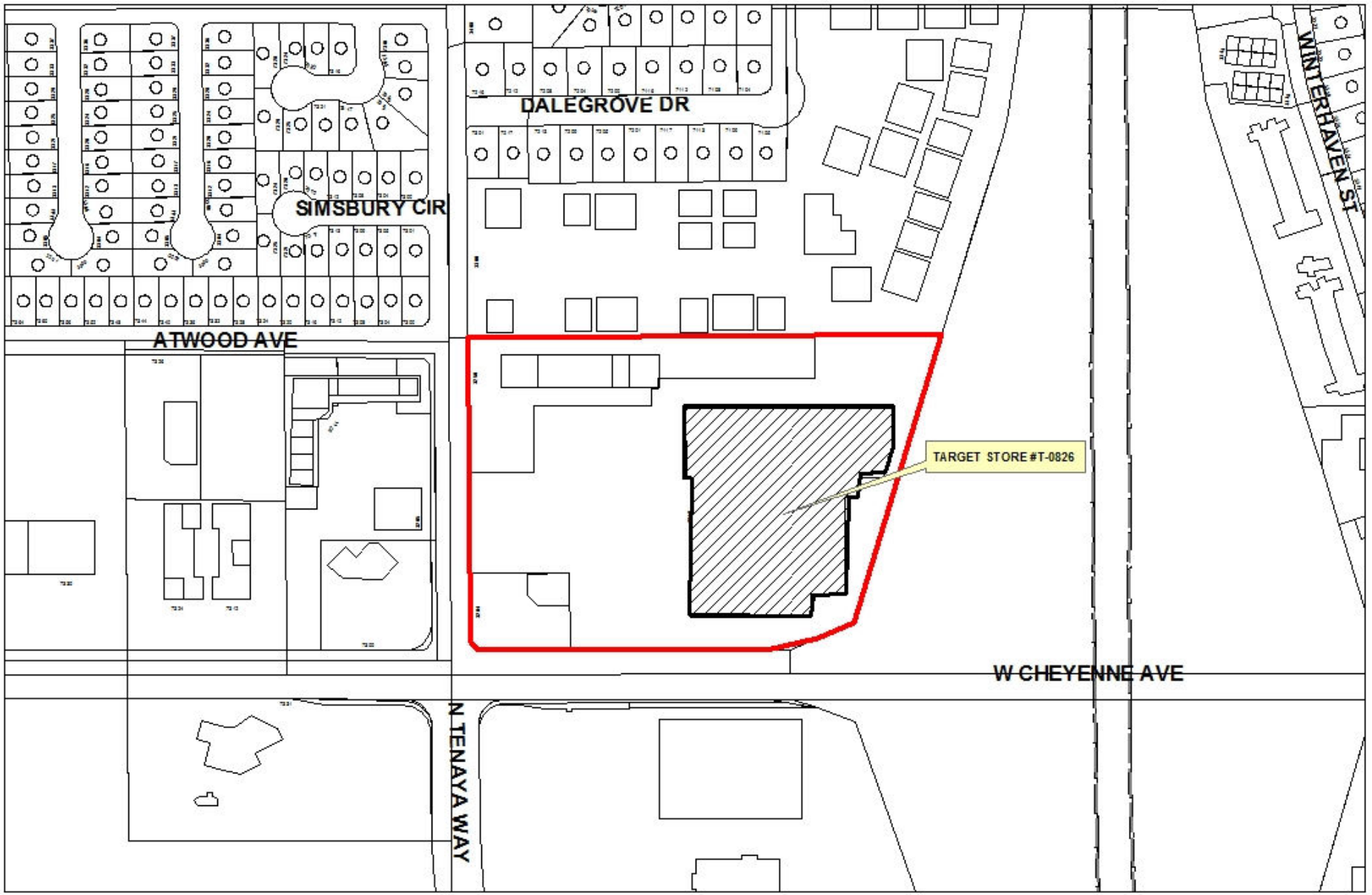
CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-0826 at 3210 North Tenaya Way

---

OWNERSHIP:

TARGET CORPORATION

Nikhil Nayar, Vice President
Aaron Alt, Treasure
David L. Donlin, Secretary
Janine Brown, Treasure



Target Store #T-0826
3210 North Tenaya Way

Legend

CITY LIMITS

SUBJECT PROPERTY

N

Date: Monday, October 13, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-1207 at 8750 West Charleston Boulevard - 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 Package License.

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

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

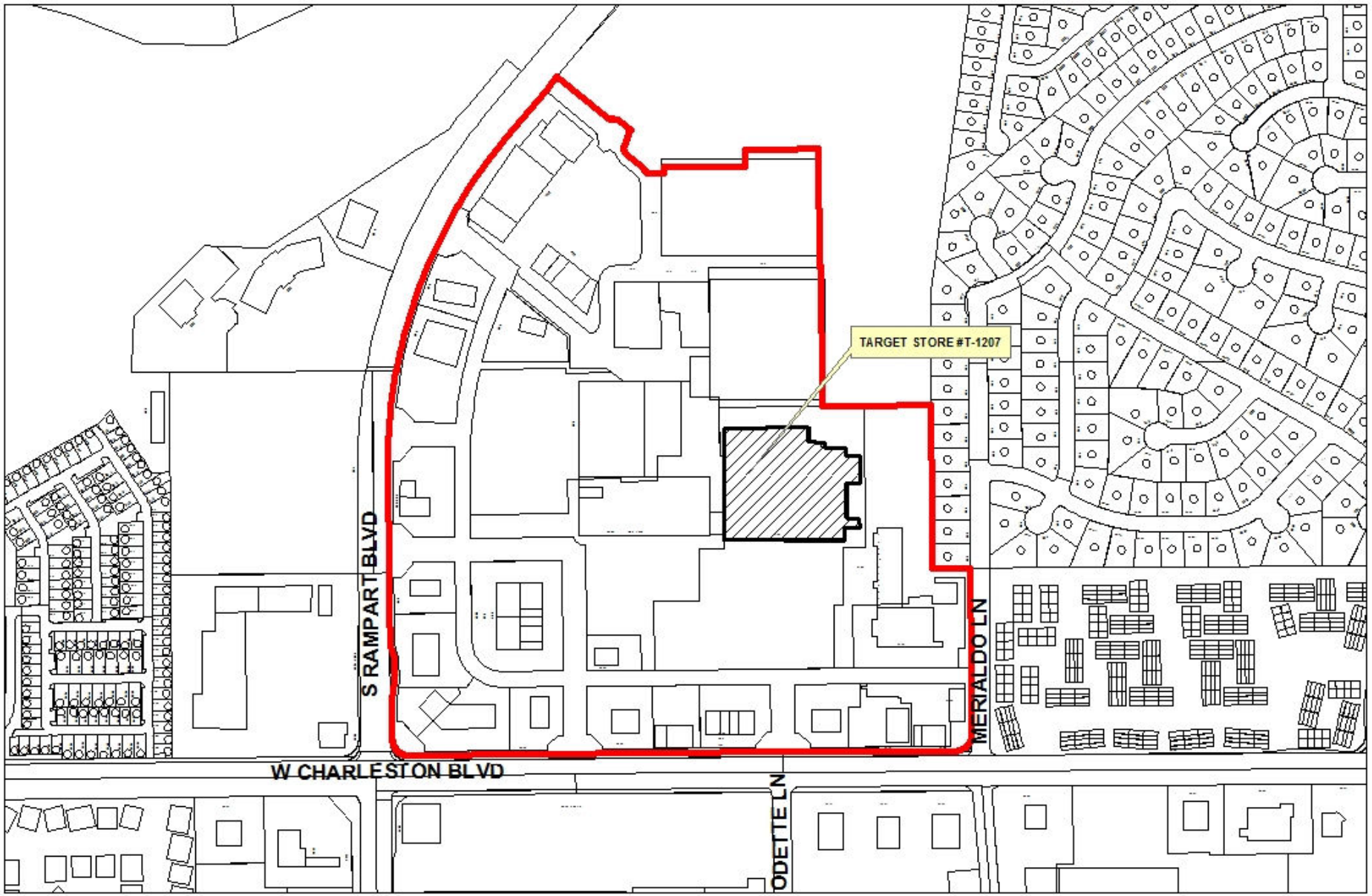
CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-1207 at 8750 West Charleston Boulevard

---

OWNERSHIP:

TARGET CORPORATION

Nikhil Nayar, Vice President
Aaron Alt, Treasure
David L. Donlin, Secretary
Janine Brown, Treasure



Target Store #T-1207
8750 West Charleston Boulevard

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-1462 at 6480 Sky Pointe Drive - Ward 6 (Ross)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

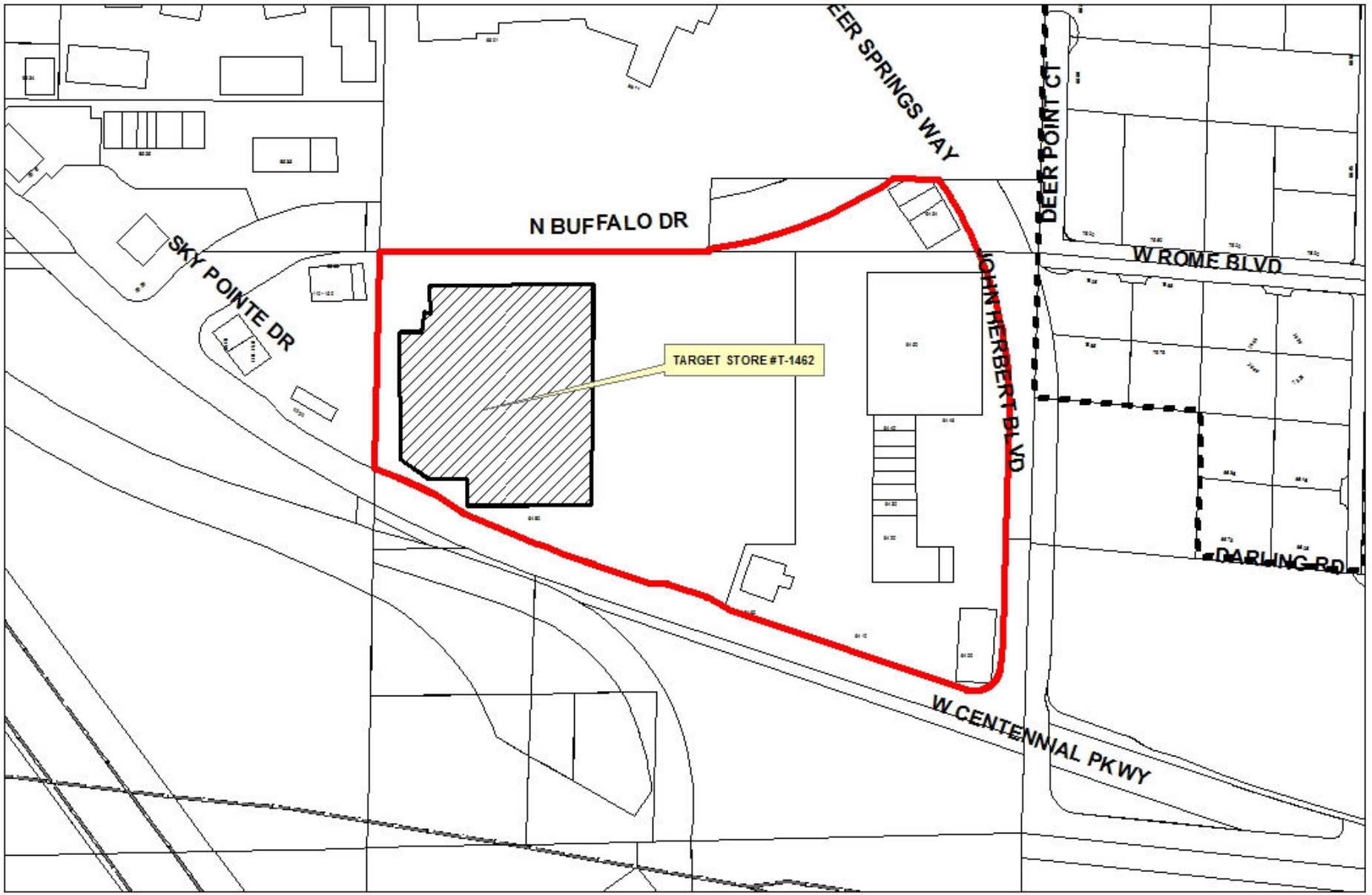
CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-1462 at 6480 Sky Pointe Drive

---

OWNERSHIP:

TARGET CORPORATION

Nikhil Nayar, Vice President
Aaron Alt, Treasure
David L. Donlin, Secretary
Janine Brown, Treasure



Target Store #T-1462
6480 Sky Pointe Drive

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-2569 at 6371 North Decatur Boulevard - Ward 6 (Ross)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

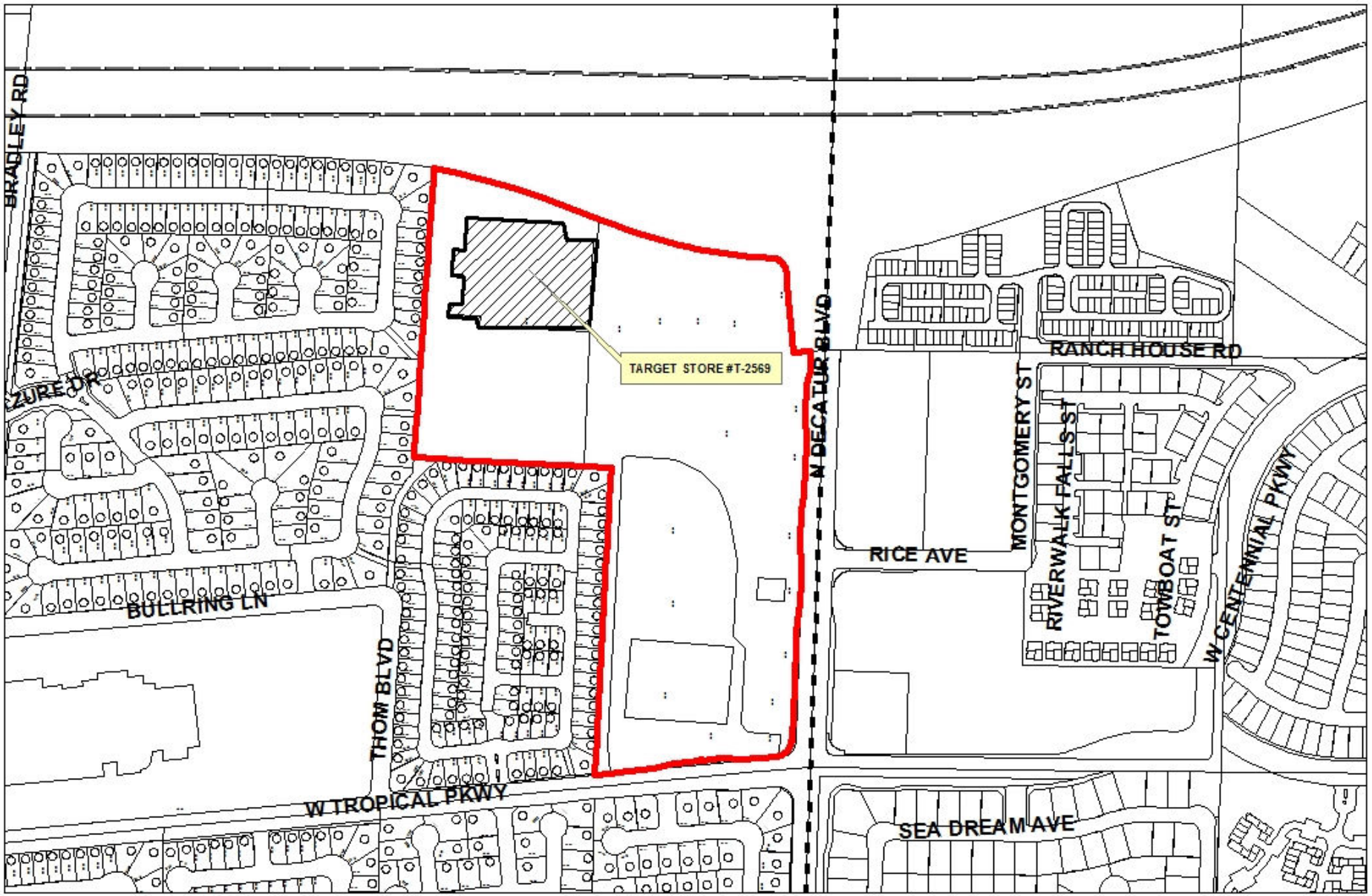
CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Package License TARGET CORPORATION dba TARGET STORE #T-2569 at 6371 North Decatur Boulevard

---

OWNERSHIP:

TARGET CORPORATION

Nikhil Nayar, Vice President
Aaron Alt, Treasure
David L. Donlin, Secretary
Janine Brown, Treasure



Target Store #T-2569
6371 North Decatur Boulevard

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Package License DT MARKET, LLC dba THE MARKET at 611 Fremont Street - 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 Package License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

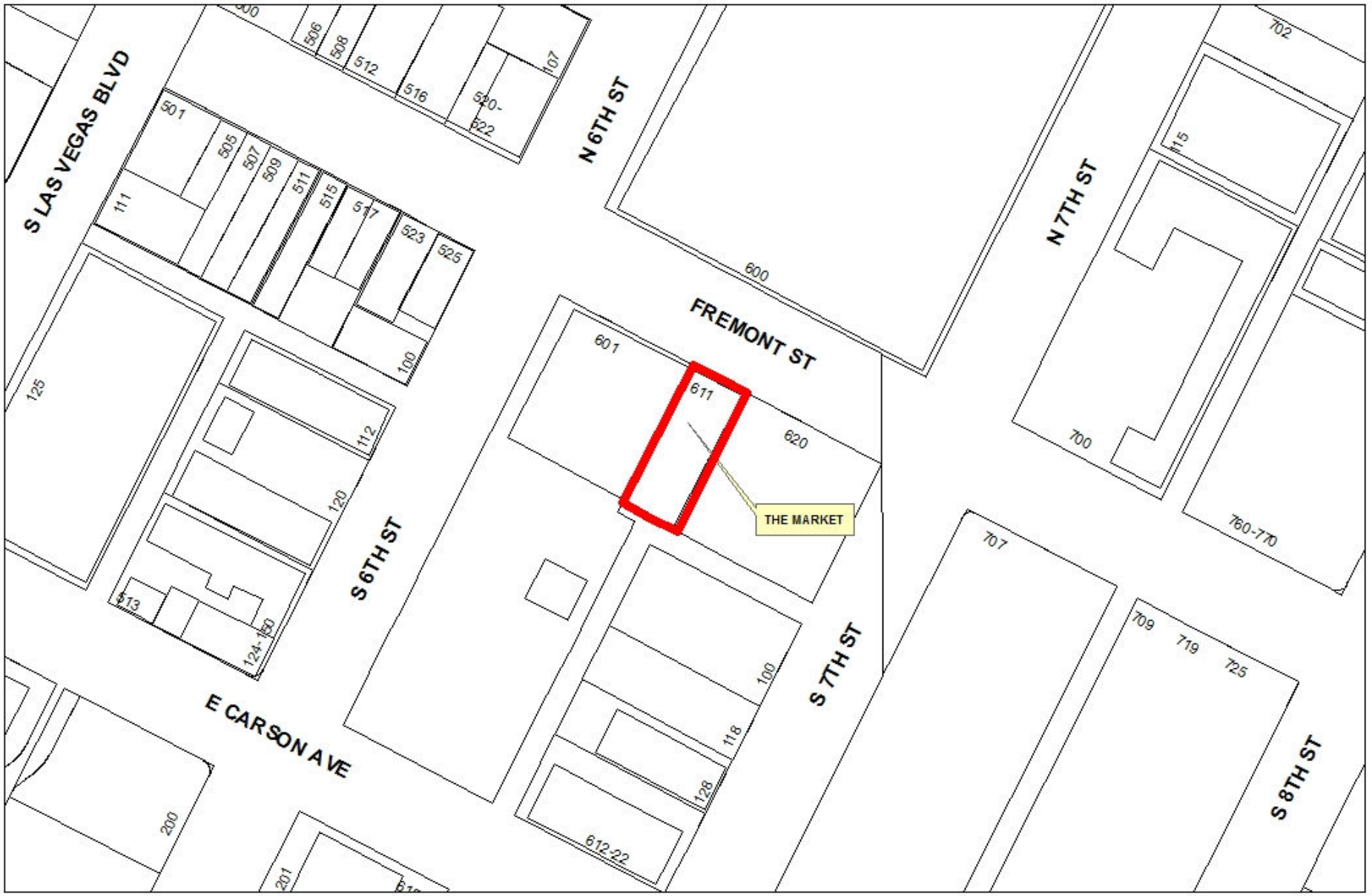
CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Package License DT MARKET, LLC dba THE MARKET at 611 Fremont Street

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OWNERSHIP:

DT MARKET, LLC

DTP Operator, LLC, Member
DTP LV, LLC, Managing Member
DTP MGMT, LLC, Managing Member
Anthony Hsieh, Managing Member



The Market
611 Fremont Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License DT MARKET, LLC dba THE MARKET at 611 Fremont Street - 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.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

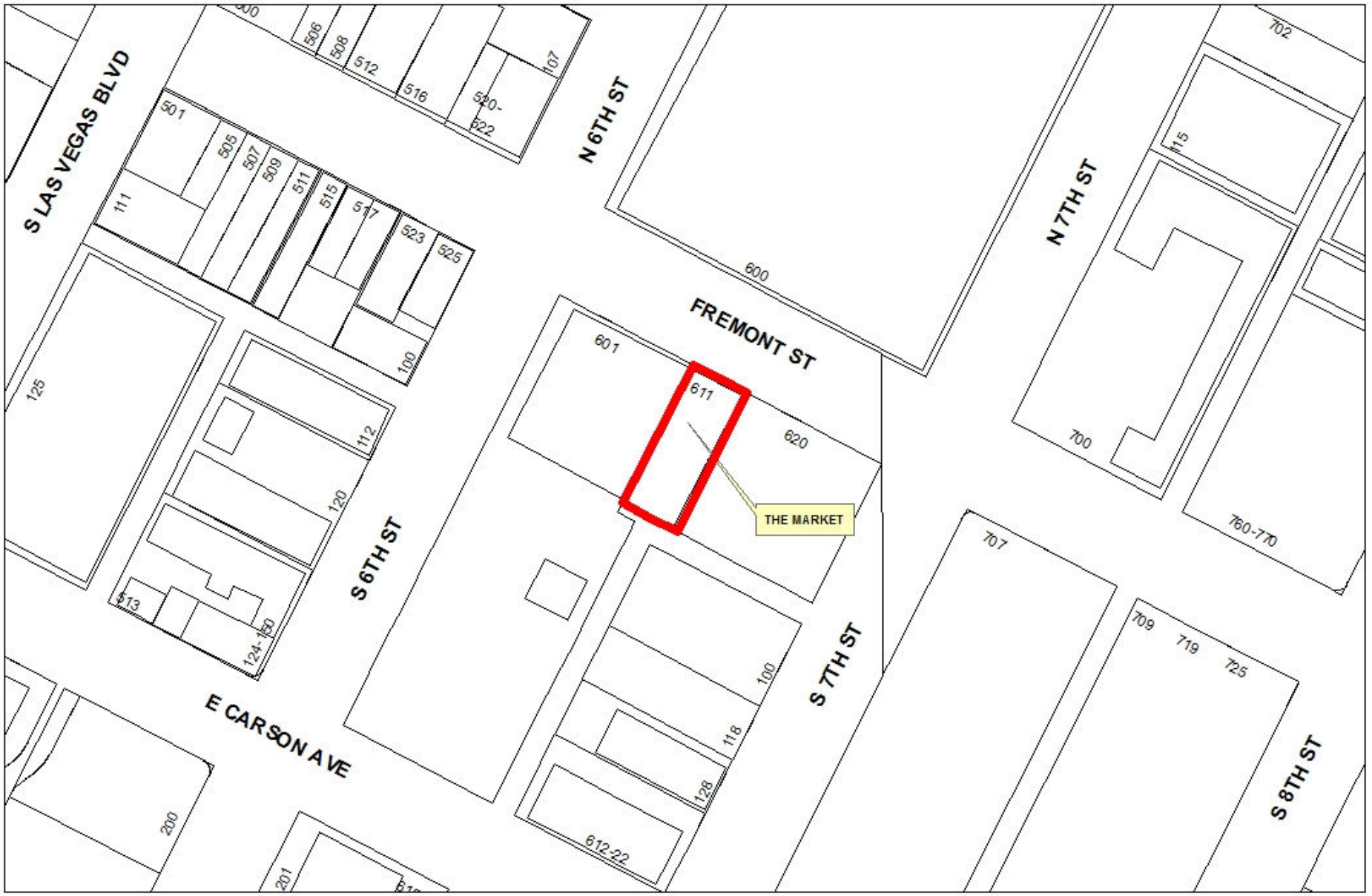
CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License DT MARKET, LLC dba THE MARKET at 611 Fremont Street

---

OWNERSHIP:

DT MARKET, LLC

DTP Operator, LLC, Member
DTP LV, LLC, Managing Member
DTP MGMT, LLC, Managing Member
Anthony Hsieh, Managing Member



The Market
611 Fremont Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License CILANTRO TACOS, LLC dba CILANTRO TACOS at 2300 North Rainbow Boulevard - Ward 5 (Barlow)

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 beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

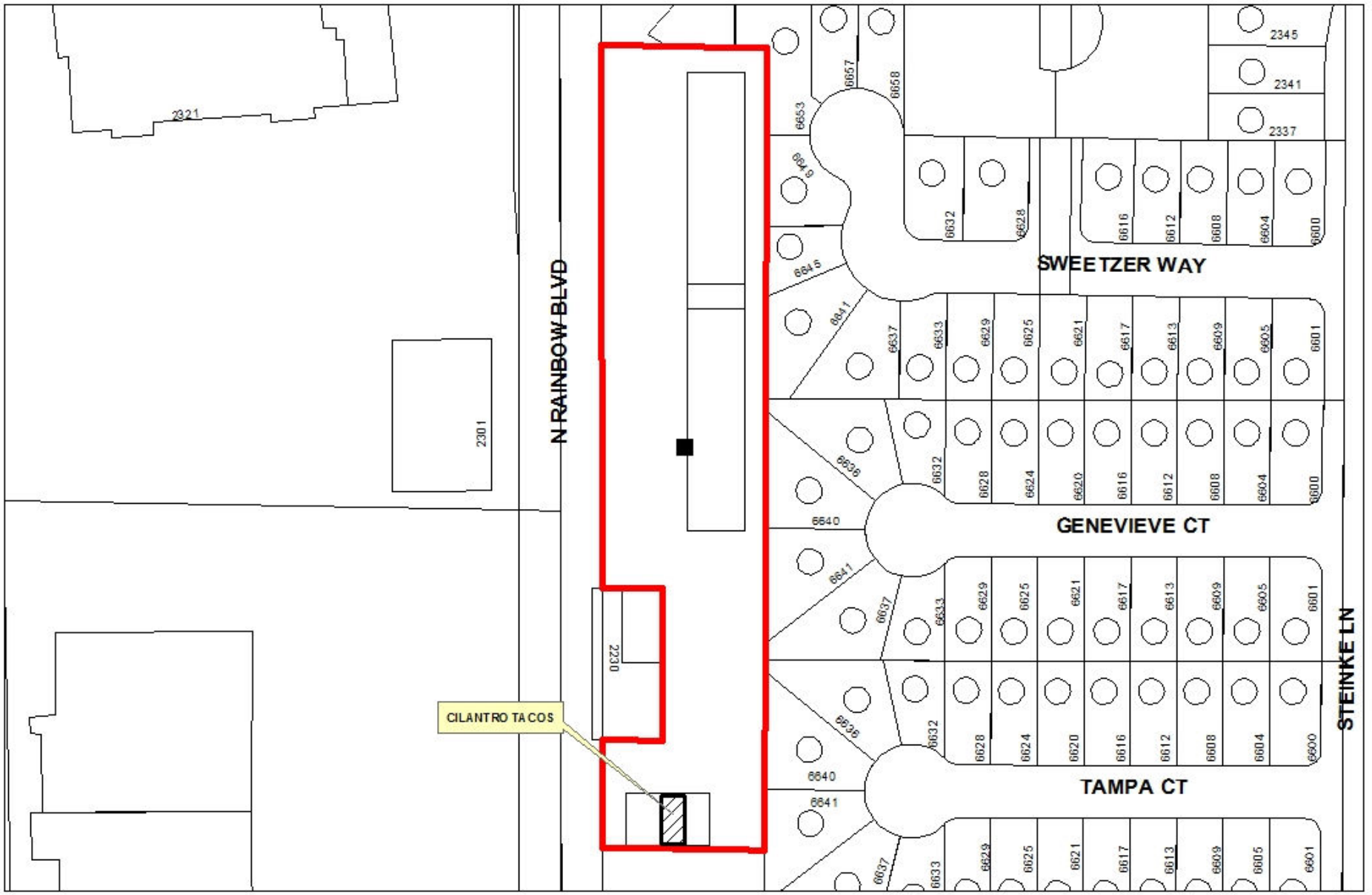
AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License CILANTRO TACOS, LLC dba CILANTRO TACOS at 2300 North Rainbow Boulevard

---

OWNERSHIP:

CILANTRO TACOS, LLC
Juan M. Barrera, Managing Member
Claudia C. Licerio, Managing Member
Luis Ernesto Paneque, Managing Member



Cilantro Tacos
2300 North Rainbow Boulevard, Suite #108

Legend

CITY LIMITS

SUBJECT PROPERTY

N

Date: Monday, October 13, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License SMASHBURGER ACQUISITION LAS VEGAS, LLC dba SMASHBURGER at 6300 West Charleston Boulevard - 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 On-Sale License.

RECOMMENDATION:
Recommend approval of the extension of the temporary beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

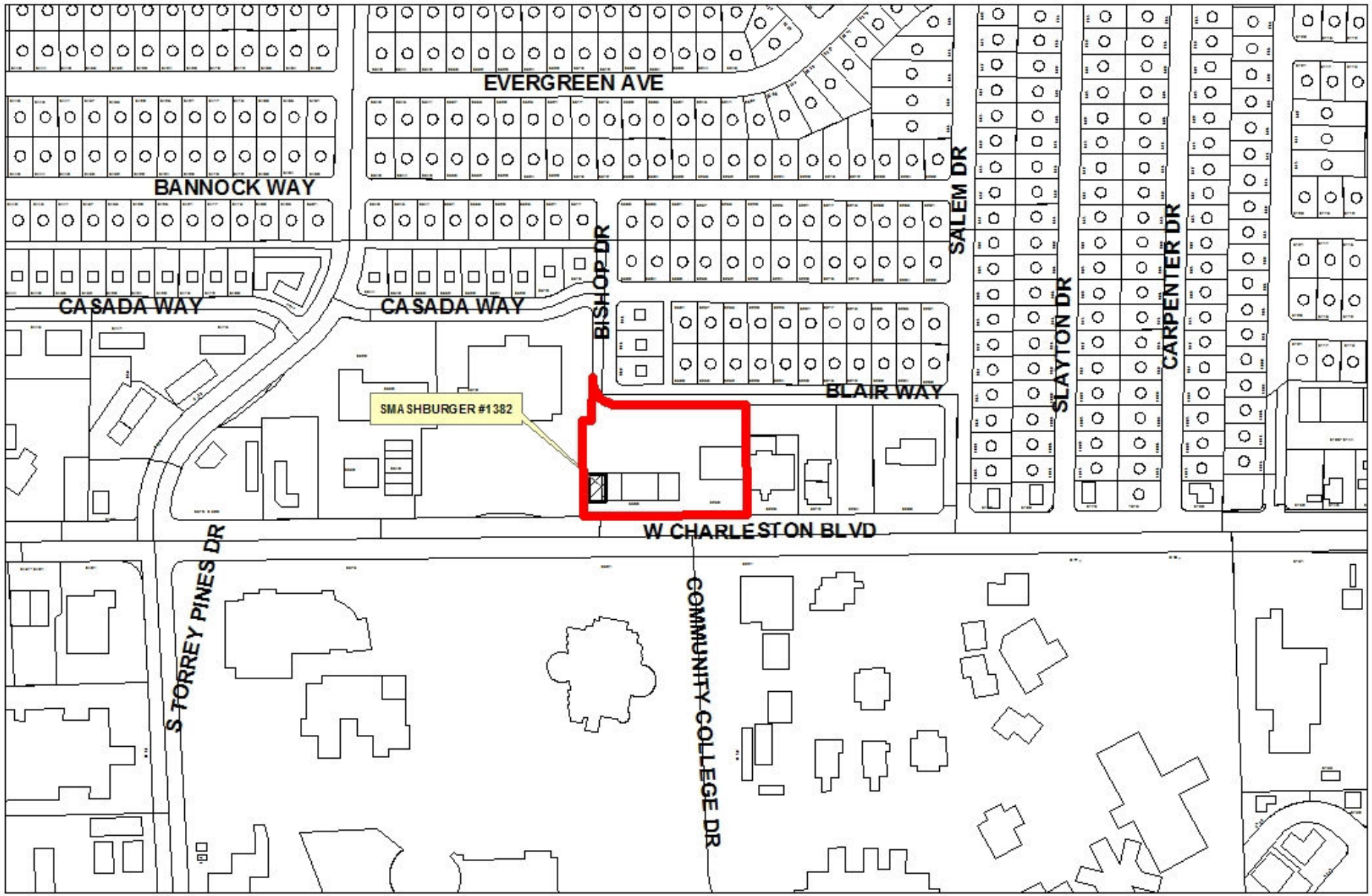
AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License SMASHBURGER ACQUISITION LAS VEGAS, LLC dba SMASHBURGER at 6300 West Charleston Boulevard

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OWNERSHIP:

SMASHBURGER ACQUISITION LAS VEGAS, LLC
Icon Burger Acquisition, Managing Member
Scott Crane, Pres, CEO
Smashburger Finance, LLC, Managing Member
Scott Crane, Pres, CEO
Smashburger Holdings, LLC, Managing Member
Smashburger Master, LLC, Managing Member
Dennis P. Smythe, Interim Chief Financial Officer



Smashburger #1382
6300 West Charleston Boulevard, Suite #170

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **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: SAHARA GREEN, LLC TO: LV PETROLEUM, LLC dba US MARKET at 7790 West Sahara Avenue - 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.

RECOMMENDATION:
Recommend approval of the extension of the temporary beer/wine/cooler off-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

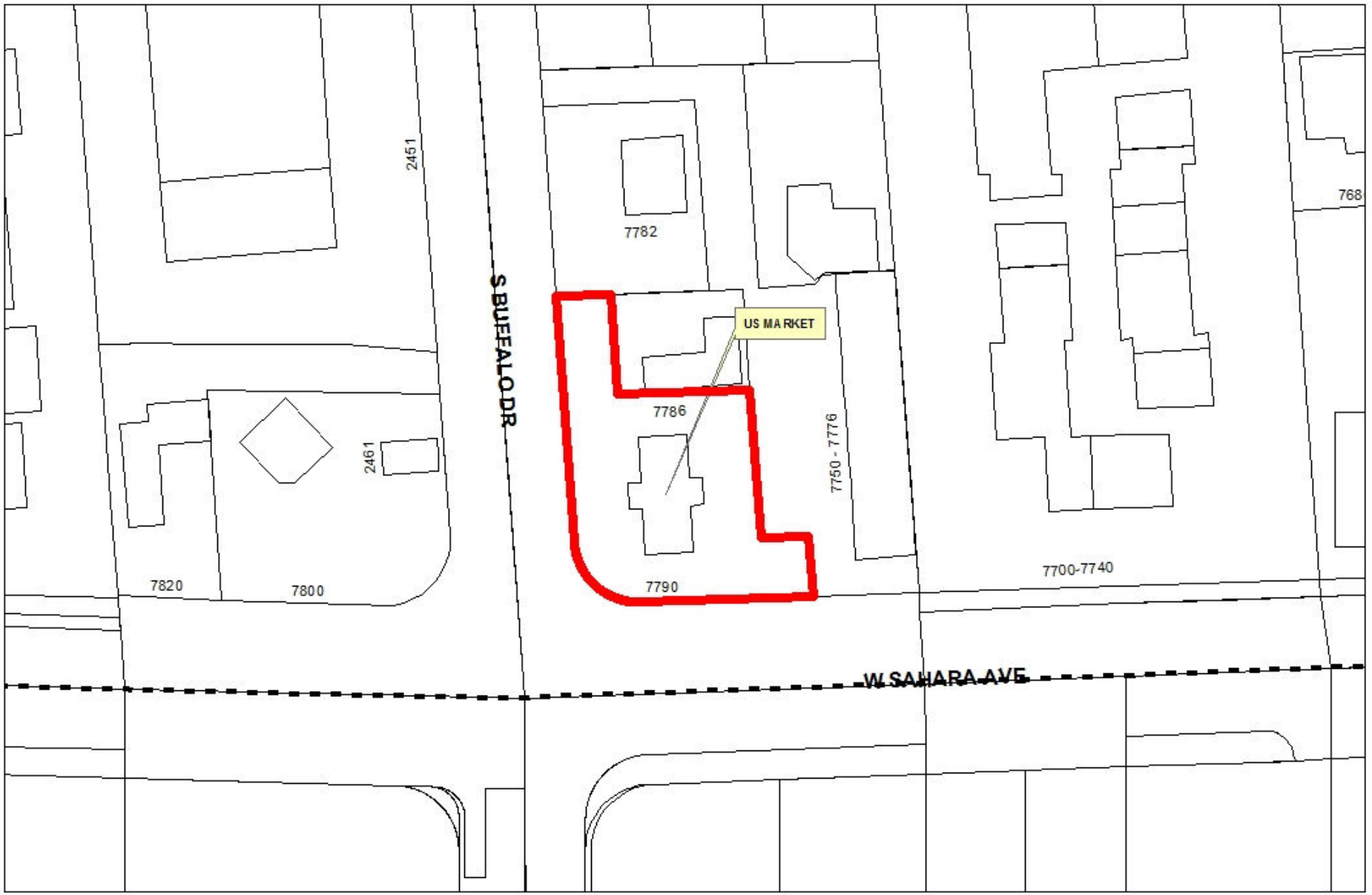
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: SAHARA GREEN, LLC TO: LV PETROLEUM, LLC dba US MARKET at 7790 West Sahara Avenue

OWNERSHIP:

LV PETROLEUM, LLC
Orly Jackson, Managing Member
The Blue Trust, Managing Member
Orly Jackson, Trustee



US Market
7790 West Sahara Avenue

Legend

CITY LIMITS

SUBJECT PROPERTY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an New Restricted Gaming License, NEVADA GAMING PARTNERS, LLC db at UNCLE RAYSKI'S DURANGO DEERSPRINGS MINI MART at 6775 North Durango Drive, [Bruce I. Familian, Managing Member] - Ward 6 (Ross)

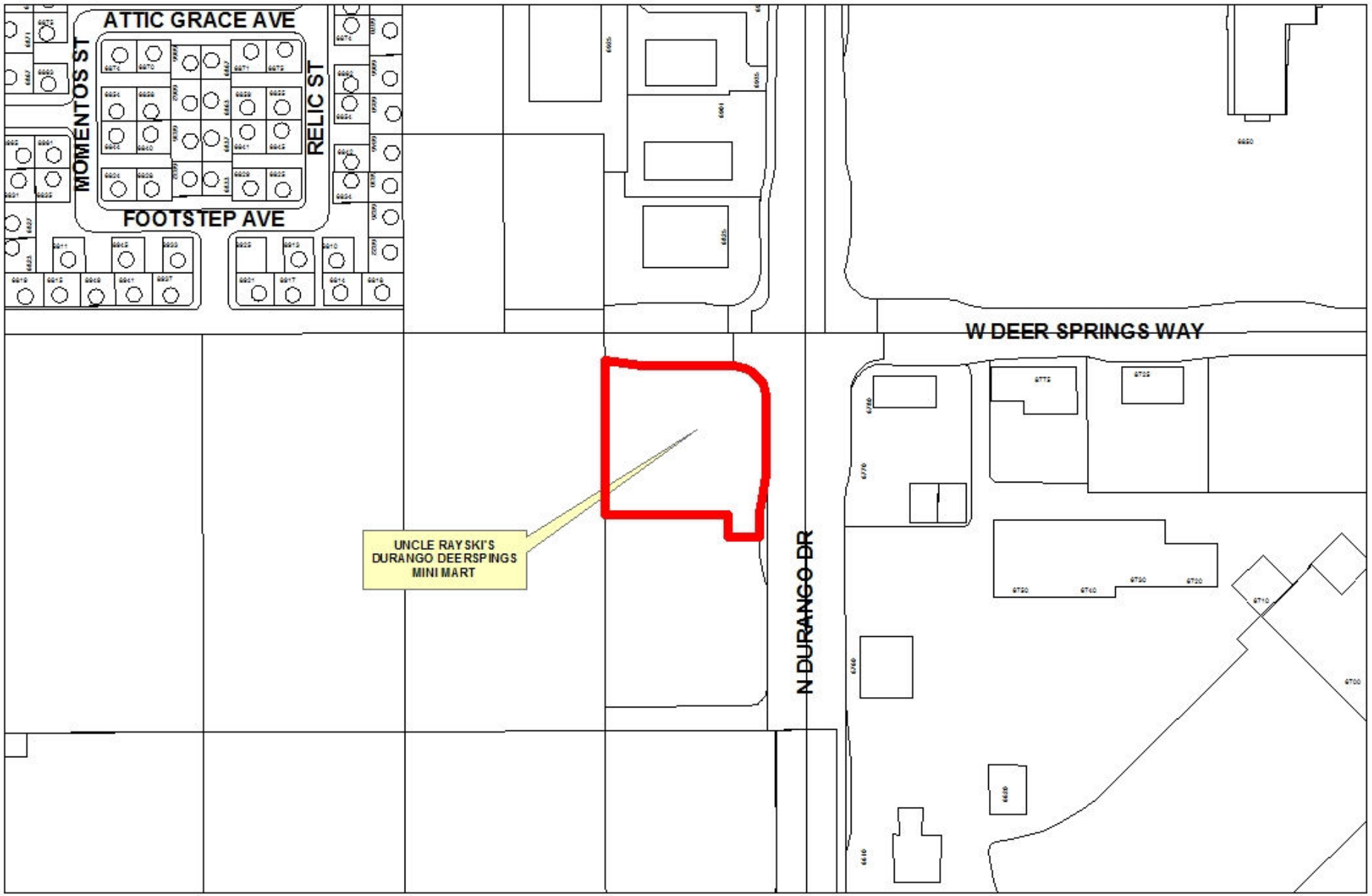
Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Uncle Rayski's Durango Deersprings Mini Mart
6775 North Durango Drive

Legend

CITY LIMITS

SUBJECT PROPERTY

N

Date: Monday, October 13, 2014

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Amendment No. 2 to Interlocal Agreement No. R335-10-015 with the State of Nevada Department of Transportation (NDOT) to extend the project completion date to December 31, 2021 for Local Access Improvements around the US-95 and Bruce Woodberry Beltway CC-215 Interchange - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On November 6, 2010, the City of Las Vegas entered into an Interlocal Agreement with the State of Nevada Department of Transportation (NDOT) to develop reasonable and feasible design alternatives to preserve Local Access to the Bruce Woodberry Beltway CC-215 and improve local traffic movements within the proposed system interchange area. Amendment No. 1 delegated authority to the City to perform all work necessary for the right-of-way acquisition. This Amendment No. 2 will extend the project completion date to December 31, 2021.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 2 to Interlocal Agreement No. R335-10-015

Amendment No. 2 to
Interlocal Agreement No. R335-10-015

This Amendment is made and entered into this _____ day of _____, _____, the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on November 6, 2010, the Parties entered into Agreement No. R335-10-015 to: (1) develop reasonable and feasibility design alternatives improving local access within the US 95 and the Bruce Woodbury Beltway CC-215; (2) analyze and design selected alternatives to current DEPARTMENT standards; (3) perform the necessary National Environmental Policy Act process; and (4) incorporate reasonable and feasible access into the existing design, hereinafter called the "PROJECT"; and

WHEREAS, the termination date must be amended due to an updated project construction schedule which is based on available funding that extends such schedule; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. R335-10-015.

NOW, THEREFORE, the Parties agree as follows:

1. The agreement number on the original agreement must be amended from P335-10-015 to R335-10-015.

2. The termination date referenced in Article III, Paragraph 4, shall be changed from December 31, 2014 to December 31, 2021.

3. All of the other provisions of Agreement No. R335-10-015 dated November 6, 2010, and Amendment No. 1 dated February 22, 2013, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CITY OF LAS VEGAS

_____
Carolyn G. Goodman
Mayor, City of Las Vegas

Attest:

_____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

John S. Ridilla 10/16/14
_____
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

_____
Director

Approved as to Legality & Form:

_____
Deputy Attorney General

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
RESOLUTIONS:

R-35-2014 - 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 Tenaya Point, LLC, (Tenant/QSP Participant) located at 831 West Bonanza Road, 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 RDA Item 5 (RA-13-2014)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to an RDA item regarding assisting Tenaya Point, LLC, (Tenant/QSP Participant) with the cost of code compliance and tenant improvements to the property located at 831 West Bonanza Road, APN 139-28-801-010. 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-35-2014
2. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE QUICK START AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY, RANK BREWING, LLC AND TENAYA POINT, LLC FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-28-801-010

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, Tenaya Point, LLC (the "QSP Participant") has a leasehold interest for real property and improvements located at 831 West Bonanza Road, and which parcel is

commonly known as APN 139-28-801-010 (the "Site") and Rank Brewing, LLC is the owner (the "Owner") of the Site; and

WHEREAS, the QSP Participant is the tenant of the real property located at 831 West Bonanza Road 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 QSP Participant for making physical, 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 _____, 2014.

CITY OF LAS VEGAS

By_____

CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

BEVERLY K. BRIDGES, MMC

CITY CLERK

APPROVED AS TO FORM:

D. Barbella 10/20/14

Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2014, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as (the "Agency"), RANK BREWING, LLC, a Nevada limited liability company ("hereinafter referred to as (the "Owner") and TENAYA POINT, LLC, a Nevada limited liability company (hereinafter referred to as (the "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 "QSP") 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 1,000% 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 desire to participate in the QSP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed improvements on the Property, as evidenced by Attachment " 6 " – Quick Start Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner and QSP Participant 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 warrant 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" and "QSP Participant", as used in this Agreement, include not only the Owner and QSP Participant, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency, Owner and QSP Participant 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 Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. QSP Participant shall complete the improvements within one hundred eighty (180) days of execution of this Agreement by the Agency. 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 and/or QSP Participant 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 QSP Participant 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 three (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 ; Land Development section of Public Works; Development Coordination section of Public Works; and 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, and/or its representative, and/or QSP Participant, and/or its representative. 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 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 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 11 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 the 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 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 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 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 QSP Participant warrant that they have 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 warrant 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 and QSP Participant or any principal member of Owner and QSP Participant. Throughout the term hereof, Owner and QSP Participant shall notify the Agency in writing of any material change in the above disclosure within fifteen (15) 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 non-defaulting 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 non-defaulting 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 non-defaulting 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 and/or QSP Participant 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 QSP Participant agrees to return any and all Agency Funds heretofore paid to the 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 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.

If to the Agency:	City of Las Vegas Redevelopment Agency 495 S. Main Street, 6th Floor Las Vegas, NV 89101
If to the Owner	Rank Brewing, LLC 9612 Grand Isle Lane Las Vegas, NV 89128
If to the Tenant & QSP Participant:	Tenaya Point, LLC 3101 North Tenaya Way Las Vegas, NV 89128

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 three 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: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2014 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:

_____, 2014.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

RANK BREWING, LLC

By: _____
Richard A. Etter
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

TENAYA POINT, LLC

By: _____
Timothy M. Etter, Managing Member
"Tenant & QSP Participant"

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 (Tenant &QSP Participant)
ATTACHMENT " 5 "	QSP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	QUICK START REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

APN: 139-28-801-010

See Attached

Escrow No.: 14-05-0037-JKH

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY A BRASS TACK SET IN A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION SOUTH 01°11'47" WEST 30.02 FEET TO A POINT IN A BRASS CAP IN A MONUMENT SET IN THE SOUTH LINE OF BONANZA ROAD, 80 FEET WIDE; THENCE ALONG SAID SOUTH LINE SOUTH 89°16'56" WEST 199.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°16'56" WEST 300.00 FEET; THENCE SOUTH 0°43'04" EAST 270.00 FEET; THENCE NORTH 89°16'56" EAST 300.00 FEET TO A POINT DISTANT SOUTH 0°43'04" EAST 270.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 0°43'04" WEST 270.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF NEVADA BY DEED RECORDED AUGUST 2, 1966 IN BOOK 735 AS DOCUMENT NO. 590931 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 160.15 FEET LEFT OF AND MEASURED RADIALLY FROM HIGHWAY ENGINEER'S DESIGNATED "FWY" CENTERLINE AT HIGHWAY ENGINEER'S STATION "FWY" 502+96.58 P.O.C.; SAID POINT OF BEGINNING IS FURTHER DESCRIBED AS BEARING N. 16°52'30" W. A DISTANCE OF 1,171.60 FEET FROM THE SOUTHEAST CORNER OF SECTION 28 T.20S. R.61E., M.D.B.&M.; THENCE N.51°42'55"E. ALONG THE NORTHWESTERLY RIGHT OF WAY BOUNDARY OF INTERSTATE ROUTE 15, A DISTANCE OF 188.75 FEET TO A POINT; THENCE S.0°33'05"E. ALONG GRANTOR'S EAST BOUNDARY A DISTANCE OF 177.13 FEET TO A POINT; THENCE S.89°28'20"W. ALONG GRANTOR'S SOUTH BOUNDARY A DISTANCE OF 149.30 FEET TO A POINT; THENCE N.0°31'40"W A DISTANCE OF 61.55 FEET TO THE POINT OF BEGINNING.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Copy of Lease By and Between

Rank Brewing, LLC

And

Tenaya Point, LLC

on file with the City of Las Vegas Redevelopment Agency

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1	Construction Documents	$34,435.00
2	Building Demolition	$20,734.00
3	Utilities	$85,405.00
4	Paving	$39,893.00
5	Site Improvements	$96,836.00
6	Concrete	$56,900.00
7	Masonry	$7,189.80
8	Steel	$3,792.00
9	Carpentry	$36,177.00
10	Moisture Protection	$59,033.28
11	Doors / Windows / Hardware	$27,241.44
12	Finishes	$76,319.16
13	Fire Suppression System	$48,000.00
14	Mechanical	$182,065.00
15	Electrical	$134,681.00
16	General Contractor	$135,979.00
17	Other	$147,166.93
		$1,191,847.61
	Development/Permitting Costs	
	Sewer fees & permits	$71,960.00
	Estimated QSP Grant	$50,000.00

Schedule of Improvements

Work will be complete within 180 days of executing the Agreement.

Attachment 4 *Please Print Legibly*

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name Rank Brewing, LLC

Mailing Address 9612 Grand Isle Lane, Las Vegas, NV 89144

Business Phone 702-498-9588

Tax ID or Social Security Number 88-0382290

Ownership Interest LLC, Fee Simple Title

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
Richard A Etter	9612 Grand Ilse Lane, Las Vegas, NV 89144	702-498-9588
Nancy K Etter	9612 Grand Ilse Lane, Las Vegas, NV 89144	702-498-9588

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 N/A

Date of Attached Document _____

Number of pages _____

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 10/13/14

State of Nevada)
County of Clark)

This instrument was acknowledged before me on 10-13-2014 (date) by Christina Bonish (name of person).

Notary Public: _____

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DARRYL RESHARD
No: 11-5278-1
My Appointment Expires June 21, 2015

Attachment 4-A *Please Print Legibly*

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name TENAYA POINT, LLC dba Tenaya Creek Brewery

Mailing Address 3101 N. TENAYA WAY, LAS VEGAS, NV 89128

Business Phone 702) 362-7335

Tax ID or Social Security Number 88-0395712

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
TIMOTHY M. ETTER MANAGING MEMBER	3101 N. TENAYA WAY LAS VEGAS NV 89128	702) 362-7335
CHRISTINA E. ROUSH MEMBER	3101 N. TENAYA WAY LAS VEGAS, NV 89128	702) 362-7335
DANIEL M. ETTER MEMBER	3101 N. TENAYA WAY LAS VEGAS, NV 89128	702) 362-7335
VINCENT M. TELLES MEMBER	3101 N. TENAYA WAY LAS VEGAS, NV 89128	702) 362-7335

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*: 1

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 _____

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 10/13/14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on 10-13-2014 (date) by Christina Reush (name of person).

Notary Public: _____

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DARRYL RESHARD
No: 11-5278-1
My Appointment Expires June 21, 2015

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada }
} ss:
COUNTY OF Clark }

Please Print Legibly

I, Christina Roush, 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 TENAYA POINT, 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 831 BONANZA ROAD ("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 _____.

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. ____ (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. ____ (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ____ (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ____ (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 13th day of OCTOBER, 2014.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 13th day of 10, 2014, by Christina Roush

NOTARY PUBLIC _____

My Commission Expires: 06-21-2015

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DARRYL RESHARD
No: 11-5278-1
My Appointment Expires June 21, 2015

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF Nevada }
} ss:
COUNTY OF Clark }

I, CHRISTINA ROUSH, owner and/or authorized representative of APN# 139-28-801-010 also commonly known as 831 W. BONANZA ROAD (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 TENAYA POINT, LLC / TENAYA CREEK 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 13th day of OCTOBER, 2014.

Property Owner Name: RANIL BREWING, LLC

Authorized Representative: _____

SIGNED AND SWORN TO before me this 13th day of 10, 2014, by Christina Roush

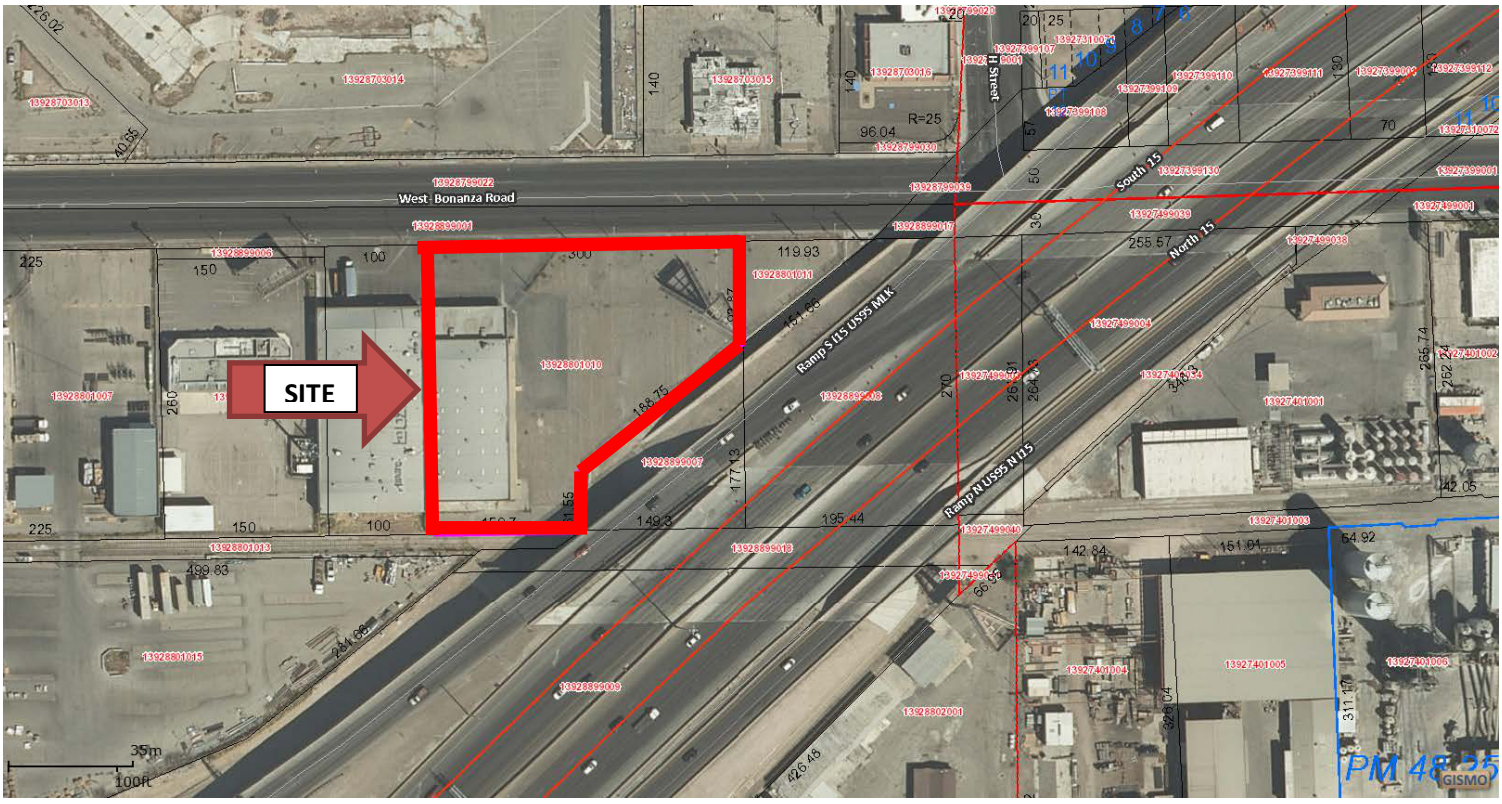
NOTARY PUBLIC _____
My Commission Expires: 06-21-2015

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DARRYL RESHARD
No: 11-5278-1
My Appointment Expires June 21, 2015

Site Map

831 West Bonanza Road

Tenaya Point, LLC



City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
RESOLUTIONS:

R-36-2014 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and LV Buildings, LLC, (Owners) located at 800 South Valley View Boulevard to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 1 (Tarkanian) [NOTE: This item is related to RDA Item 6 (RA-14-2014)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to a Redevelopment item regarding assisting LV Buildings, LLC, with the cost of improvements to the property located at 800 South Valley View Boulevard (APN 139-31-801-001). Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-36-2014
2. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND LV BUILDINGS, LLC ("OWNER" AND "CVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-31-801-001

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on August 12, 2012, that plan of redevelopment entitled, to-wit: the City of Las Vegas Redevelopment Plan for Redevelopment Area 2 pursuant to Ordinance 6205; 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 Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within Redevelopment Area 2 for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, LV BUILDINGS, LLC (the "OWNER") the owner of real property and improvements located At 800 South Valley View Boulevard, and which parcel is commonly known as APN 139-31-801-001 (the "Site"); and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP Program; and

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 Redevelopment Area 2 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 Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to LV BUILDINGS, LLC, for making physical, visual 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 Redevelopment Area 2 or the immediate neighborhood in which Redevelopment Area 2 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 "Owner" and/or "Tenant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2014.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

M. Nichols
_____
Date
10-2-14

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2014, 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 LV Buildings, LLC ("Owner")

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 physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plans (the "Redevelopment Plans") for the City of Las Vegas Redevelopment Areas (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") 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 Areas; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment areas; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of $50,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner 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 desires to participate in the Commercial VIP 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 Plans 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 Plans. 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 and the Redevelopment Area 2 Plan which the City Council of the City of Las Vegas adopted on August 15,

2012, by Ordinance No. 6205, as amended. Said Redevelopment Plans, as they now exist and as they may be subsequently amended, are 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 warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership 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 as identified in the opening paragraph of this Agreement, 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: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of fifty thousand dollars (**$50,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with

the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner 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 " 5 " and by this reference is made a part hereof. 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 180 days of execution of this Agreement by the Agency, Owner agrees to complete the rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. 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 6: 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 Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee 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 Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner 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 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner 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 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLANS AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Areas. 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 Areas;
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 within the Redevelopment Areas or the immediate vicinity of the Redevelopment Areas. 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 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 would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: 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 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 in the event of any default or breach by the Agency or for any amount which may become due to the Owner 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 warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and 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 shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: 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 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 a 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 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 agrees to return any and all Agency Funds heretofore paid to the Owner 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 shall entitle the Agency to sue the Owner 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 14: 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 15: 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 16: 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 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: 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 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 19: 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 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " 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 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.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2014 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:

_____, 2014.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

LV BUILDINGS, LLC

By: _____
Marty Mizrahi
Its: President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS PARCEL TWO (2), AS SHOWN BY PARCEL MAP ON FILE IN FILE 31, PAGE 49, RECORDED JUNE 05, 1980 AS DOCUMENT NO. 1196190, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE SOUTHERLY 109.00 FEET OF SAID PARCEL TWO (2), AS SHOWN BY PARCEL MAP ON FILE IN FILE 31, PAGE 49, RECORDED JUNE 05, 1980 AS DOCUMENT NO. 1196190, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS, A MUNICIPAL CORPORATION AS DISCLOSED BY GRANT DEED RECORDED OCTOBER 26, 2011 IN BOOK 20111026 AS INSTRUMENT NO. 02997 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ATTACHMENT 2

PROOF OF OWNERSHIP

See Attached

Inst #: 20140829-0004301
Fees: $19.00 N/C Fee: $25.00
RPTT: $5227.50 Ex: #
08/29/2014 02:07:30 PM
Receipt #: 2137820
Requestor:
FIRST AMERICAN TITLE NCS LA
Recorded By: VELAJL Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P.N.: 139-31-801-001
File No: NCS-677152-HHLV (MS)
R.P.T.T.: $5,227.50 C

When Recorded Mail To: Mail Tax Statements To:
LV Buildings LLC
2595 Fremont Street
Las Vegas, NV 89104

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

800 Valley View, Las Vegas, NV, LLC, a Nevada limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

LV Buildings LLC, a Nevada limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

THAT PORTION OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS PARCEL TWO (2), AS SHOWN BY PARCEL MAP ON FILE IN FILE 31, PAGE 49, RECORDED JUNE 05, 1980 AS DOCUMENT NO. 1196190, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

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Subject to

1. All general and special taxes for the current fiscal year.

2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 07/26/2014

800 Valley View, Las Vegas, NV, LLC, a
Nevada limited liability company

By: William Piedemonte, Manager

STATE OF _____)
: **ss.**
COUNTY OF _____)

This instrument was acknowledged before me on July 26, 2014 by **William Piedemonte, Manager of 800 Valley View, Las Vegas, NV, LLC, a Nevada limited liability company.**

_____
Notary Public
(My commission expires: _____)

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **July 26, 2014** under Escrow No. **NCS-677152-HHLV.**

STATE OF California)SS
COUNTY OF San Mateo)

On August 26, 2014 before me, S. Siegman, Notary Public, personally appeared William Piedemonte, 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.

S. Siegman

S. SIEGMAN
Commission # 1924671
Notary Public - California
San Mateo County
My Comm. Expires Mar 2, 2015

No. 1924671

Signature

My Commission Expires: March 2, 2015

This area for official notarial seal

Notary Name: S. Siegman
Notary Registration Number: 1924671

Notary Phone: 650-356-1732
County of Principal Place of Business: San Mateo

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the western boundary of South Valley View Boulevard, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, roof, window, doors, fascias, awnings, landscaping, parking area and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-31-801-001

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged LV Buildings, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the respective Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area")for which the property is located. In furtherance of the Redevelopment Plans, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____, 2014 (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, 2014.

LV BUILDINGS, LLC

By:_____
Marty Mizrahi

Its: President
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2014 by _____as _____

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2014 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS PARCEL TWO (2), AS SHOWN BY PARCEL MAP ON FILE IN FILE 31, PAGE 49, RECORDED JUNE 05, 1980 AS DOCUMENT NO. 1196190, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE SOUTHERLY 109.00 FEET OF SAID PARCEL TWO (2), AS SHOWN BY PARCEL MAP ON FILE IN FILE 31, PAGE 49, RECORDED JUNE 05, 1980 AS DOCUMENT NO. 1196190, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS, A MUNICIPAL CORPORATION AS DISCLOSED BY GRANT DEED RECORDED OCTOBER 26, 2011 IN BOOK 20111026 AS INSTRUMENT NO. 02997 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the western boundary of South Valley View Boulevard, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, roof, window, doors, fascias, awnings, landscaping, parking area and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $50,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$50,000.00
Anytime during second year:	$40,000.00
Anytime during third year:	$30,000.00
Anytime during fourth year:	$20,000.00
Anytime during fifth year:	$10,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-31-801-001

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2014, between LV Buildings, LLC, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 800 South Valley View Boulevard, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-31-801-001; and

WHEREAS, the Property is located within a City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plans for the Redevelopment Areas, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Areas; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: Facade Easement Area: The area consisting of the building face of said building, which is set-back from the western boundary of South Valley View Boulevard, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, roof, window, doors, fascias, awnings, landscaping, parking area and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated April 2, 2014, (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 South Main Street, 6th Floor, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include

any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
495 South Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: LV Buildings, LLC
1221 South Casino Center Boulevard
Las Vegas, NV 89104
Attn: Marty Mizrahi

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

. . .
. . .
. . .

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

LV BUILDINGS, LLC

By: _____ Date: _____
Name: Marty Mizrahi
Title: President

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2014 by _____ as _____.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2014 by CAROLYN G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS PARCEL TWO (2), AS SHOWN BY PARCEL MAP ON FILE IN FILE 31, PAGE 49, RECORDED JUNE 05, 1980 AS DOCUMENT NO. 1196190, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE SOUTHERLY 109.00 FEET OF SAID PARCEL TWO (2), AS SHOWN BY PARCEL MAP ON FILE IN FILE 31, PAGE 49, RECORDED JUNE 05, 1980 AS DOCUMENT NO. 1196190, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS, A MUNICIPAL CORPORATION AS DISCLOSED BY GRANT DEED RECORDED OCTOBER 26, 2011 IN BOOK 20111026 AS INSTRUMENT NO. 02997 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the western boundary of South Valley View Boulevard, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, roof, window, doors, fascias, awnings, landscaping, parking area and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Work Item	Cost
Digital Sign	**$100,000**
Exterior Paint	**$10,000**
Stucco Replacement	**$35,000**
Window Replacement	**$20,000**
Subtotal	**$165,000**

TOTAL ESTIMATED PROJECT COSTS	**$165,000**
Estimated CVIP Grant	$50,000.00
plus Contingency	$00.00
Maximum Reimbursement for CVIP Grant	**$50,000.00**

Schedule of Improvements

Work will be completed within 180 days after approval of Agreement

ATTACHMENT 6

VIP Disclosure of Ownership/Principals

See Attached

VIP Disclosure of Ownership/Principals

Please Print Legibly

VIP Contracting Entity Information

Name LV Buildings Inc.

Mailing Address 1221 S. Casino Center Blvd. Las Vegas, NV 89104

Business Phone 702-900-0000

Tax ID or Social Security Number 27-4042221

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 business.

Full Name & Title	Business Address	Business Phone
Marty Mizrahi President	1221 S. Casino Center Blvd. Las Vegas, NV 89104	702.900.0000

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*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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 _____

Certification 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 9/18/14

State of Nevada
County of Clark

This instrument was acknowledged before me on

18th September 2014 (date) by

Rachel Wilson / Marty Mizrahi (name of person)

RWilson

Notary Public

RACHEL WILSON
Notary Public-State of Nevada
APPT. NO. 13-10300-1
My App. Expires February 08, 2017

VIP Disclosure of Ownership/Principals

Please Print Legibly

VIP Contracting Entity Information

Name LV Buildings LLC

Mailing Address 1221 S. Casino Center Blvd. Las Vegas, NV 89104

Business Phone 702-900-0000

Tax ID or Social Security Number 27-404221

Ownership Interest

Estate in Severalty X 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
Marty Mizrahi President	1221 S. Casino Center Blvd. Las Vegas, NV 89104	702.900.0000

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*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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 _____

Certification 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 9/18/14

State of Nevada
County of Clark

This instrument was acknowledged before me on

18th September 2014 (date) by

Rachel Wilson/Marty Mizrahi (name of person)

_____
Notary Public

RACHEL WILSON
Notary Public-State of Nevada
APPT. NO. 13-10300-1
My App. Expires February 08, 2017

ATTACHMENT 7

VIP Participant Affidavit and Employment Plan

See Attached

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Marty Mizrahi, 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 LV Buildings LLC, 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 800 S. Valley View, Las Vegas, 89104 ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

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; [X]
   b. Create jobs or other business opportunities for nearby residents; [X]
   c. Increase local revenues from desirable sources; [X]
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; [X]
   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; [X] 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. [X]

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. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; [X] or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. [ ] or
   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 and blight. [ ] or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. [ ] or

e. The visual 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. MM MM (initial)
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. MM MM (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. MM MM (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. MM MM (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 18 day of September, 2014.

Authorized Signature: MM

SIGNED AND SWORN TO before

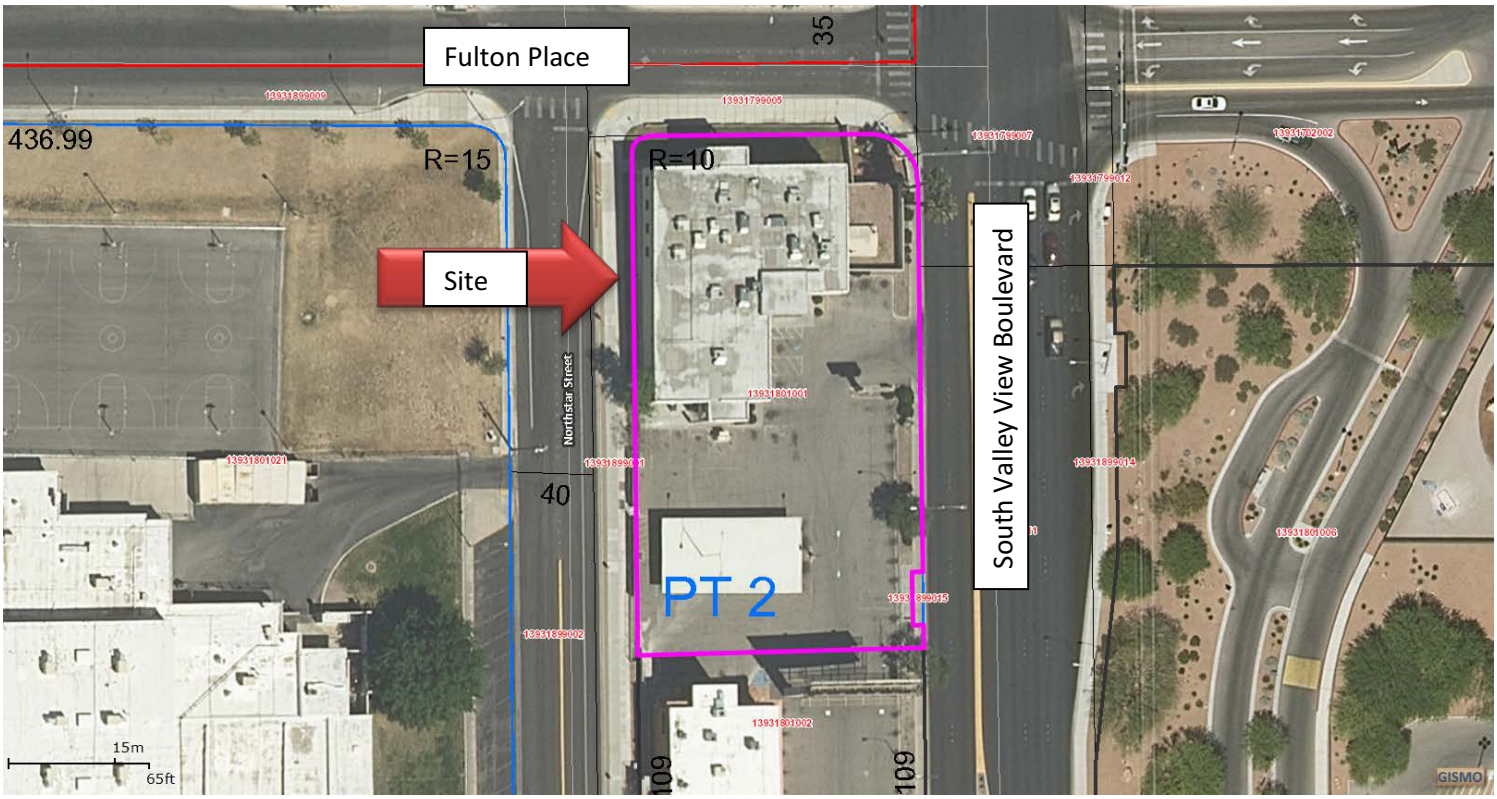
me this 18th day of September, 2014, by R Wilson.

NOTARY PUBLIC
My Commission Expires:

RACHEL WILSON
Notary Public-State of Nevada
APPT. NO. 13-10300-1
My App. Expires February 08, 2017

Site Map

800 South Valley View Boulevard



City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
RESOLUTIONS:

R-37-2014 - For possible action to approve a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Districts 607, 707, 808, 809 and in certain other districts and providing other matters properly relating thereto - Wards 2, 4 and 6 (Beers, Anthony and Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS 271.545 states that when an assessment or installment relating to a special improvement district becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-37-2014

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created Special Improvement District Nos. 607, 707, 808, 809, and various other districts as identified in the Notice below (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410. The sale shall take place at 2:00 p.m. on January 26, 2015 in the City Council Chambers, Las Vegas City Hall Complex 495 S. Main Street - 2nd Floor Las Vegas, Nevada, 89101 which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on January 26, 2015, at the City Council Chambers, Las Vegas City Hall, 495 S. Main St – 2nd Floor, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment District Nos. 607, 707, 808, 809, and various others to the City of Las Vegas:

Name of Owner	**Description of Property**	**District No.**	**Total Amount Due to Date of Sale***

[*insert in notice as published and as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

* Includes the whole assessment, accrued interest upon the whole amount of unpaid principal to the date of delinquency, interest upon unpaid principal and accrued interest from the date of delinquency to January 26, 2015 at rate not exceeding 2 percent per month, penalties and collection costs, including attorney's fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS 271.410. As provided in that section, at any time prior to the date of sale the

owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

PLEASE TAKE NOTICE that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of January 26, 2015

/s/ VENETTA APPLEYARD
Director of Finance

**Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this November 19, 2014.

_____
Mayor

(SEAL)

Val Steed 10-29-14
_____
Approved as to Form

_____
Beverly K. Bridges, MMC, City Clerk

STATE OF NEVADA)
:ss.
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen, qualified and City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on November 19, 2014.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye: Carolyn G. Goodman
Stavros S. Anthony
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Bob Coffin
Bob Beers

Those Voting Nay: _____

_____

Those Absent: _____

_____

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

i. City Hall
495 S. Main Street, 2nd Floor
Las Vegas, Nevada

ii. Clark County Government Center
500 S. Grand Central Parkway
Las Vegas Nevada

iii. Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

iv. City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on November 19, 2014 is attached to this certificate as Exhibit A.

9. Attached hereto as Exhibit B is the Affidavit of Publication of Notice of Sale required by Section 3 of the Resolution.

10. Attached hereto as Exhibit C (including Exhibits I and II thereto) is the Affidavit of Mailing of Notice of Sale required by Section 3 of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this November 19, 2014.

_____

Beverly K. Bridges, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA	)	**AFFIDAVIT OF MAILING**
	: ss.	**NOTICE OF SALE**
COUNTY OF CLARK	)	**DISTRICTS 607, 707 808, 809 and VARIOUS OTHER DISTRICTS**

The undersigned, Beverly K. Bridges, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a Notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on January 6, 2015 being at least 20 days before the sale, which was held on January 26, 2015.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 607, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2014.

_____
City Clerk

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2014, by Beverly K. Bridges, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT I

STATE OF NEVADA)
:ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on January 6, 2015, being at least 20 days before the sale, which was held on January 26, 2015.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2014.

.

ASSESSMENT MANAGEMENT GROUP

_____

Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2014, by _____, _____ of Assessment Management Group.

_____

Notary Public

(SEAL)

EXHIBIT II

(Attach Copy of Notice as Mailed)

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the announcement of the Strong Cities, Strong Communities (SC2) Phase I award winners and distribution of the $60,000 1st prize, $30,000 2nd prize and $10,000 3rd prize award funds (General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: United States Economic Development Administration
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
On August 7, 2013, city council accepted $1,000,000 from the United States Economic Development Administration (EDA) for the administration of the SC2 challenge grant. The grant consists of two phases. Phase I allowed expert driven teams to submit economic development proposals that could be implemented within the city of Las Vegas. Those proposals were received on September 22, 2014 then turned over to a blue ribbon panel of community partners for judging. The judging committee's recommendation of winners and award distribution completes phase I of the grant and provides top ranked participants an opportunity to participate in phase II of the SC2 challenge grant.

RECOMMENDATION:
Staff recommends approval of the winning proposals identified by the judging committee and distribution of award funds.

BACKUP DOCUMENTATION:
Scoring Process Overview

SC2

Strong Cities. Strong Communities.
Innovation for Las Vegas.

The SC2 Challenge program is an initiative of the White House, Domestic Policy Council, administered by the U.S. Department of Commerce, Economic Development Administration (EDA). The EDA published a notice of Federal Funding Opportunity (FFO) nationwide, and the City of Las Vegas was one of three winning cities, invited to host an SC2 Challenge. The purpose of each SC2 Challenge is to sponsor an international competition for cities in need of comprehensive economic development planning. Through each competition, SC2 cities seek to attract new and innovative concepts to fund targeted and comprehensive economic development. Local leaders in the community are invited to participate on the Evaluation Panel whose purpose is to score and comment upon each entry, to ensure that they meet the needs of Las Vegas. Winners receive rewards based only on the quality of their submissions – in this way; each SC2 Challenge is designed to pay for plans that have been fully developed and that meet the city's specific needs. While each city maintains control over the design and management of their competition, EDA has supplied consultative services, to ensure that programs comply with standards of fairness, openness and transparency. The purpose of this brief is to outline the approved judging process for the City of Las Vegas.

The Las Vegas SC2 Challenge launched on February 5th, 2014. A dedicated website has been available since the launch, and that website is located at https://lasvegas.sc2prize.com .

On the SC2 website, all of the details of the competition are available to the general public. Interested parties were welcomed to register and form multidisciplinary teams. Participants learned the competition requirements by reading the application questions, how they will be assessed by reviewing a *trait scoring rubric* that every judge used to score assigned applications, and who was responsible for reviewing and scoring those applications. By publishing that information, Las Vegas has not only delivered an open, transparent and fair process, but we have also successfully attracted national attention from a range of qualified teams.

Once the teams completed their applications, City staff conducted an administrative review, to ensure the basic objective standards of the application requirements were met. The final list of completed applications was then randomly distributed to members of an Evaluation Panel. Each judge's qualifications were published on the website. To ensure fairness, each team received scores and comments from five assigned judges. Their combined scores were statistically normalized, to ensure that teams who might have received "easy graders" were treated just as fairly as those who might have received "hard graders," and the website also contains a detailed description of the algorithm used to normalize the scores.

Once the Evaluation Panel populated a rank order of performance, the Las Vegas City Council will approve a group of Finalists, who will advance to a second round of the competition. In the second round, a smaller group of judges, the Selection Committee, will undertake a more direct exchange with each team. During the final phase, teams will compete for much larger cash rewards, but the requirements to submit more comprehensive economic development plans are more demanding. Also, those teams must secure letters of endorsement from community leaders. Again, in this final round the judges are using the same trait scoring rubric, and their scores are calculated using the same normalization process. The details of both phases are available to the general public at the website: https://lasvegas.sc2prize.com

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
ADMINISTRATIVE:

Report by staff to provide an overview of the implementation of the Rafael Rivera Walkable Community Plan, which focuses on the neighborhood generally located within a half-mile radius of the intersection of Eastern Avenue and Sunrise Avenue - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This report will provide an overview of the Rafael Rivera Walkable Community Plan which was adopted by Resolution (R-30-2014) on August 20th of this year. The Plan area focuses on the neighborhood generally located within a half-mile radius of the intersection of Eastern Avenue and Sunrise Avenue. The report will concentrate on the implementation efforts of various strategies of Plan that are designed to offer walkable components to enhance existing community amenities within that neighborhood.

RECOMMENDATION:
Receive report and direct staff accordingly

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: WILLIAM L MCDONALD ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-38-2014 - Public hearing and discussion for possible action regarding a Resolution to set a fixed number of ambulance service franchises, including service categories, to be granted within the City of Las Vegas - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
There are currently two ambulance service franchisees in the City of Las Vegas, American Medical Response (AMR) and Medic West. On September 3, 2014, the City Council approved a new five-year non-exclusive agreement with AMR that commences on December 1, 2015. Subsequently, Medic West, wholly owned by AMR, submitted a request to LVFR staff to renew its existing franchise agreement with the City of Las Vegas. The proposed agreement is currently being reviewed and will come forward to the City Council for consideration later this year. Las Vegas Municipal Code (Code) Chapter 6.08, Ambulances, provides the ordinances and requirements for the provision of ambulance transportation services. Chapter 6.08.060, Limitation of number of franchises, is the process for setting the maximum number of franchises in the City of Las Vegas in the sole discretion of the City Council. However, the City Council at this time has not considered limiting the number of franchises or taken actions to accept new applications from other potentially interested companies. Also, by ordinance these franchises are non-exclusive.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Resolution No. R-38-2014

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: November 19, 2014
DEPARTMENT: FIRE & RESCUE
ITEM DESCRIPTION: R-xx-2014 - Public hearing and discussion for possible action regarding a Resolution to set a fixed number of ambulance service franchises, including service categories, to be granted within the City of Las Vegas - All Wards

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The Code defines the minimum requirements of ambulance franchisees and staff developed additional requirements for AMR with the approval of the 2015 agreement. These include emergency radio interoperability, the integration of resources into the Fire Alarm Office CAD system, response time requirements for non-emergency services and participation in the Southern Nevada Area Communications Council (SNACC). The department recommends these additional requirements be included in all future ambulance franchise agreements.

It is recommended that the City Council set the fixed number of ambulance franchises in the City of Las Vegas at four. A competitive environment would provide hospitals, doctor's offices and care facilities with a greater number of options and flexibility in selecting an ambulance company. Competition promotes affordable pricing, innovation, better service with more variety and ensures higher quality. Additionally, adding providers to the system would increase the capacity during high volume periods, create security for businesses and facilitate responsiveness. Additionally, more provider alternatives will reduce the incidence of non-emergency patients inappropriately triaged into the 9-1-1 System. Limiting the number of providers to four would allow the City of Las Vegas to realize the benefits of a competitive market while ensuring that oversight, compliance and monitoring performed by city staff would receive the management and attention required.

RESOLUTION NO._____

A RESOLUTION OF THE LAS VEGAS CITY COUNCIL TO FIX THE NUMBER OF AMBULANCE SERVICE FRANCHISES IN THE CITY OF LAS VEGAS AT FOUR FRANCHISES PURSUANT TO LAS VEGAS MUNICIPAL CODE SECTION 6.08.060

WHEREAS, pursuant to NRS 268.081(1) and Las Vegas Municipal Code 6.08.060, the Las Vegas City Council ("Council") is entitled to specify a fixed number of ambulance service franchises permitted to operate within the jurisdiction of the City of Las Vegas ("City"), upon conducting a public hearing specific to such purpose; and

WHEREAS, to date, the Council has not fixed the number of potential franchisees for the City, but there are two current ambulance companies franchised for operation within the jurisdiction of the City of Las Vegas: Mercy, Inc. d/b/a American Medical Response and MedicWest Ambulance, Inc.; and

WHEREAS, the City's Fire Chief recommends that the Council set the maximum number of potential ambulance franchisees for the City, to be either emergency or non-emergency, at four, for the following reasons:

1) a competitive environment provides hospitals, doctors and care facilities with a greater number of options and flexibility; and

2) such environment promotes affordable pricing, innovation and oftentimes, better service and a better quality product; and

3) such environment increases total ambulance capacity during high volume periods and critical events; and

WHEREAS, the Council believes that fixing the number of ambulance franchises will benefit the residents of the City by reducing costs and providing for a better patient experience.

NOW, THEREFORE, BASED ON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS that:

Having held a public hearing specific as to whether the City Council should fix the number of ambulance franchises within the jurisdiction of the City, and considering the recommendation of the Fire Chief of the City of Las Vegas, and recognizing the benefits to fixing the number of potential ambulance

franchises within the jurisdiction, the City Council of the City of Las Vegas hereby fixes the number of available ambulance service franchises, whether emergency or non-emergency, at four ambulance service franchises. At no time shall there exist more than four ambulance service franchises for the jurisdiction of the City of Las Vegas.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

_____ 11/3/14
James B. Lewis, Date
Deputy City Attorney

14-1002.009

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - PARKS & RECREATION ADVISORY COMMISSION - William Teel, Term Expiration 12-17-2014 (Resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
William Teel was originally appointed in December 2008. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Mr. Teel has tendered his resignation and a replacement must be named. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:
Options are:
Appoint a new member to fill the seat

BACKUP DOCUMENTATION:
Current Listing and Authority

10/29/2014

PARKS & RECREATION ADVISORY COMMISSION

MEMBER		ORIGINAL APPT.	TERM EXPIRES
1.	ARMENIAN, ADROUSHAN (ANDY)	6-4-2008 **(Reappt 1-21-2009)** **(Reappt 2-1-2012)**	2-5-2015
2.	LEE, HARRY	12-6-2006 **(Reappt 12-3-2008)** **(Reappt 11-16-2011)**	12-7-2014
3.	AKER, MICHAEL R., SR.	10-4-2006 **(Reappt 11-15-2006)** **(Reappt 12-2-2009)** **(Reappt 11-7-2012)**	12-12-2015
4	BASTIAN, BILLIE	1-4-2012 **(Effective 1-8-2012)**	1-8-2015
5.	BECKER, RICHARD R.	10-3-2012 **(Reappt 12-19-2012)**	1-7-2016
6.	THOMASON, APRIL	12-3-2011	12-3-2014
7.	LOPEZ, DAVID ALEXANDER	1-5-2011 **(Effective 1/6/2011)** **(Reappt 12-18-2013)**	1-6-2017
8.	THOMSON, JEFFERY R. (Fills Unexpired Term of Joseph R. Callo Jr., Resigned)	9-05-2012	11-2-2014
9.	WHITE, MALCOLM D.	11-07-2001 **(Reappt 4-7-2004)** **(Reappt 3-7-2007)** **(Reappt 3-17-2010)** **(Reappt 3-6-2013)**	4-07-2016
10.	SHERMAN, LISA B. (Formerly Lisa Cavaretta)	4-01-1992 **(Reappt 4-05-1995)** **(Reappt 3-23-1998)** **(Reappt 3-07-2001)** **(Reappt 3-17-2004)** **(Reappt 3-7-2007)** **(Reappt 3-17-2010)** **(Reappt 3-6-2013)**	4-01-2016
11.	FOGER, CHARLES	11-06-2002 **(Reappt 2-19-2003)** **(Reappt 3-1-2006)** **(Reappt 3-4-2009)** **(Reappt 3-7-2012)**	3-24-2015
12.	TABOR, AMY	11-20-2013 **(Reappt 7-2-2014)**	7-6-2017

13.	BUCHMAN, LAURIE R.	9-17-2008	3-24-2015 **(Reappt 3-4-2009)** **(Reappt 3-7-2012)**
14.	McCURDY, WILLIAM	12-05-2001	2-20-2015 **(Reappt 1-22-2003)** **(Reappt 1-18-2006)** **(Reappt 1-21-2009)** **(Reappt 2-15-2012)**
15.	VACANT (William Teel, Resigned)		12-17-2014

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Parks & Recreation Board.

AUTHORITY: LVMC 2.42

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Ord. 3554)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 495 South Main Street 2nd Floor Clerk's Conference Room

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-74 - Amends LVMC Chapter 11.10 pertaining to parking violations to adjust authority and responsibility pertaining to the towing and immobilization of vehicles. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 11.10 pertaining to parking violations to adjust authority and responsibility pertaining to the towing and immobilization of vehicles. The adjustments are intended to conform the Code to present and proposed practices.

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. 2014-74

BILL NO. 2014-74

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 11.10 PERTAINING TO PARKING VIOLATIONS TO ADJUST AUTHORITY AND RESPONSIBILITY PERTAINING TO THE TOWING AND IMMOBILIZATION OF VEHICLES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends LVMC Chapter 11.10 pertaining to parking violations to adjust authority and responsibility pertaining to the towing and immobilization of vehicles.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11, Chapter 10, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.200: (A) The Las Vegas Metropolitan Police Department, [and] the Department of Detention and Enforcement, and the Parking Services Division of the Department of Economic and Urban Development are authorized to remove a vehicle to the nearest garage or other place [of safety, or to a garage which is designated or maintained by the Las Vegas Metropolitan Police Department or otherwise maintained] that has been designated for vehicle storage by the City, under the circumstances which are hereinafter enumerated:

(1) When any vehicle is left unattended upon any highway, bridge, viaduct or causeway, or in any tube or tunnel, if such vehicle constitutes an obstruction to traffic;

(2) When a vehicle upon a street or highway is so disabled as to constitute an obstruction to traffic and the person who is in charge of such vehicle is, by reason of physical injury or other reason, incapacitated to the extent that he is unable to provide for its custody or removal, or is not in the immediate vicinity of the disabled vehicle;

(3) When any vehicle is illegally parked in a parking space or location for twenty-four hours or more or is parked so illegally as to constitute a definite hazard or obstruction to the normal movement of traffic;

(4) When the person who is in charge of a vehicle is unable to provide for its custody or removal within:

(a) Twenty-four hours after abandoning such vehicle on any freeway, United States highway or other primary arterial street, or

(b) Seventy-two hours after abandoning such vehicle on any other street;

(5) When the person who is driving or in actual physical control of a vehicle is arrested for any alleged offense for which the arresting officer is required by law to take such person before a proper magistrate without unnecessary delay; or

(6) In accordance with Section 11.10.240.

(B) As used in this Section 11.10.200 to Section 11.10.280, the term "vehicle" shall include any automobile, motorcycle, truck, boat trailer, utility trailer, or any other vehicle capable of being driven or towed on any street, highway, or right-of-way.

(C) Prior to the release of any vehicle impounded pursuant to this Section, the operator, registered owner or his designee must pay the costs of such impoundment.

SECTION 2: Title 11, Chapter 10, Section 240, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.240: (A) The City is authorized to attach an immobilizing device to a vehicle that is parked on any public right-of-way or City-owned or -operated lot if the vehicle is included on an immobilization eligibility list. A vehicle may be included on an immobilization eligibility list only if:

(1) The registered owner of the vehicle has accumulated more than $500.00 in unpaid civil fines, judgments and penalties, or at least five Notices of Infraction have been issued and served with respect to that vehicle and have not been responded to within the time set forth in Section 11.10.090; and

(2) At least twenty-one days before including the vehicle on the list, the City provided notice of impending vehicle immobilization in accordance with Subsection (B) of this Section.

(B) Notice of impending vehicle immobilization shall be provided by mailing such notice to the registered owner of the vehicle at the address last known to the City or on file with the Department of Motor Vehicles. The notice shall include the dates and nature of the infractions which formed the basis for the civil fines, judgments and penalties; the numbers of the Notices of Infraction; and the amounts owing. The notice shall advise that the registered owner may challenge the validity of the notice by requesting a hearing. The hearing shall be held before the Hearing Officer for the sole purpose of allowing the registered owner to show that:

(1) The amounts in question have been paid; or

(2) The vehicle was not properly included on the immobilization eligibility list in accordance with the provisions of Subsection (A) of this Section.

(C) A vehicle shall be removed from the immobilization eligibility list if:

(1) The registered owner pays all fines, judgments, penalties and applicable immobilization, towing and storage fees;

(2) The registered owner executes an agreement to pay within a specified period of time all fines, judgments, penalties and applicable immobilization, towing and storage fees, with a condition that, for default on the payment obligation, the vehicle shall be subject to reinstatement on the immobilization list; or

(3) The Hearing Officer finds that the vehicle was not properly included on the immobilization eligibility list.

(D) In connection with the immobilization of a vehicle, a notice shall be attached to the vehicle in a conspicuous place advising:

(1) That the vehicle is immobilized and that any attempt to move the vehicle may result in its damage;

(2) That the unauthorized removal of or damage to the immobilizing device is a violation of law;

(3) How release of the immobilizing device may be obtained; and

(4) How a hearing may be obtained pursuant to Subsection (H).

(E) The City may (but is not obligated to) cause to be towed and stored any vehicle which has been immobilized if, within twenty-four hours after immobilization, no arrangements have been made for the vehicle's release. An unregistered vehicle that is immobilized may be towed and stored immediately. Within ten days after an immobilized vehicle is towed, the City shall send a notice advising that the vehicle has been immobilized and towed. The notice shall be provided by means of certified mail, return receipt requested, mailed to the registered owner at the address last known to the City or on file with the Department of Motor Vehicles. The notice shall state that the registered owner is entitled to request a hearing pursuant to Subsection (H) of this Section to determine the validity of the immobilization. If a vehicle is towed pursuant to this Subsection (E), the City (or a tow operator acting at the City's direction) is authorized to remove the immobilization device for purposes of transportation and reapply the device after the vehicle is stored at the location designated for storage by the City.

(F) An immobilization fee of fifty dollars shall be paid by or on behalf of the registered owner of the vehicle prior to the removal of an immobilizing device.

(G) Release of an immobilized vehicle, either by the City or by an authorized tow operator who has been directed by the City to do so, may be obtained by:

(1) The payment of all fines, judgments, penalties and applicable immobilization, towing and storage fees; or

(2) In connection with the request of a hearing to determine the validity of the immobilization of the vehicle, the posting of a bond or other sufficient undertaking in an amount which will satisfy all fines, judgments, penalties and applicable immobilization, towing and storage fees.

(H) The registered owner of a vehicle may request a hearing regarding the immobilization of the owner's vehicle. The request for hearing must be made within 10 days after the date of the notice described in Subsection (D) or Subsection (E) of this Section. The hearing shall be held before the Hearing Officer and shall be limited to a determination of whether there was a factual and legal basis for the immobilization. Failure to request or attend a hearing shall be deemed a waiver of the right to

a hearing. If the Hearing Officer determines that there was a factual and legal basis for the immobilization, the bond or undertaking shall be forfeited. If the hearing officer determines that there was an insufficient factual and legal basis for the immobilization, the bond or undertaking shall be exonerated.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-3-14

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.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-75 - Annexation No. ANX-56312 - Property location: South of Centennial Parkway, east and west of Alpine Ridge Way; Petitioned by: DR Horton, et. al; Acreage: 31.07 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 south of Centennial Parkway, east and west of Alpine Ridge Way. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-75 and Location Map

BILL NO. 2014-75

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-56312)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located south of Centennial Parkway, east and west of Alpine Ridge Way.

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 Section 25, Township 19 South, Range 59 East, MDM, Clark County, Nevada, being all those lots lying within the plat of CONSTELLATION ESTATES, on file in Book 102 of Plats, Page 92, of Clark County, Nevada Records, together with those portions of CENTENNIAL PARKWAY, REGINA AVENUE, AZURE DRIVE, ALPINE RIDGE WAY, BRIGHT ANGEL WAY, and LAUNCH PAD AVENUE dedicated as public streets by said CONSTELLATION ESTATES plat, further described by metes and bounds as follows:

BEGINNING at the north quarter corner of said Section 25 as shown on said CONSTELLATION ESTATES plat; thence along the north line of said

CONSTELLATION ESTATES, North 88°58'32" East, 338.26 feet to the northeast corner of said CONSTELLATION ESTATES; thence along the east line of said CONSTELLATION ESTATES, South 00°21'43" East, 1,335.47 feet to the northernmost southeast corner of said CONSTELLATION ESTATES; thence along the northernmost south line of said CONSTELLATION ESTATES, South 89°03'31" West, 336.44 feet; thence along the westernmost east line of said CONSTELLATION ESTATES, South 00°25'58" East, 669.05 feet to the southernmost southeast corner of said CONSTELLATION ESTATES; thence along the south line of said CONSTELLATION ESTATES, South 89°03'46" West, 675.42 feet to the southwest corner of said CONSTELLATION ESTATES; thence along the west line of said CONSTELLATION ESTATES, North 00°28'15" West, 668.54 feet; thence continuing along said west line, North 00°28'40" West, 667.42 feet to the westernmost corner of said CONSTELLATION ESTATES; thence along the southernmost north line of said CONSTELLATION ESTATES, North 89°00'54" East, 676.31 feet to the easternmost west line of said CONSTELLATION ESTATES; thence along said easternmost west line, North 00°26'23" West, 667.48 feet to the POINT OF BEGINNING.

The Basis of Bearings for this land description is North 88°58'32" East, being the north line of CONSTELLATION ESTATES, on file in Book 102 of Plats, Page 92, 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: 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 present or

previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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 11-3-14
_____
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": _____

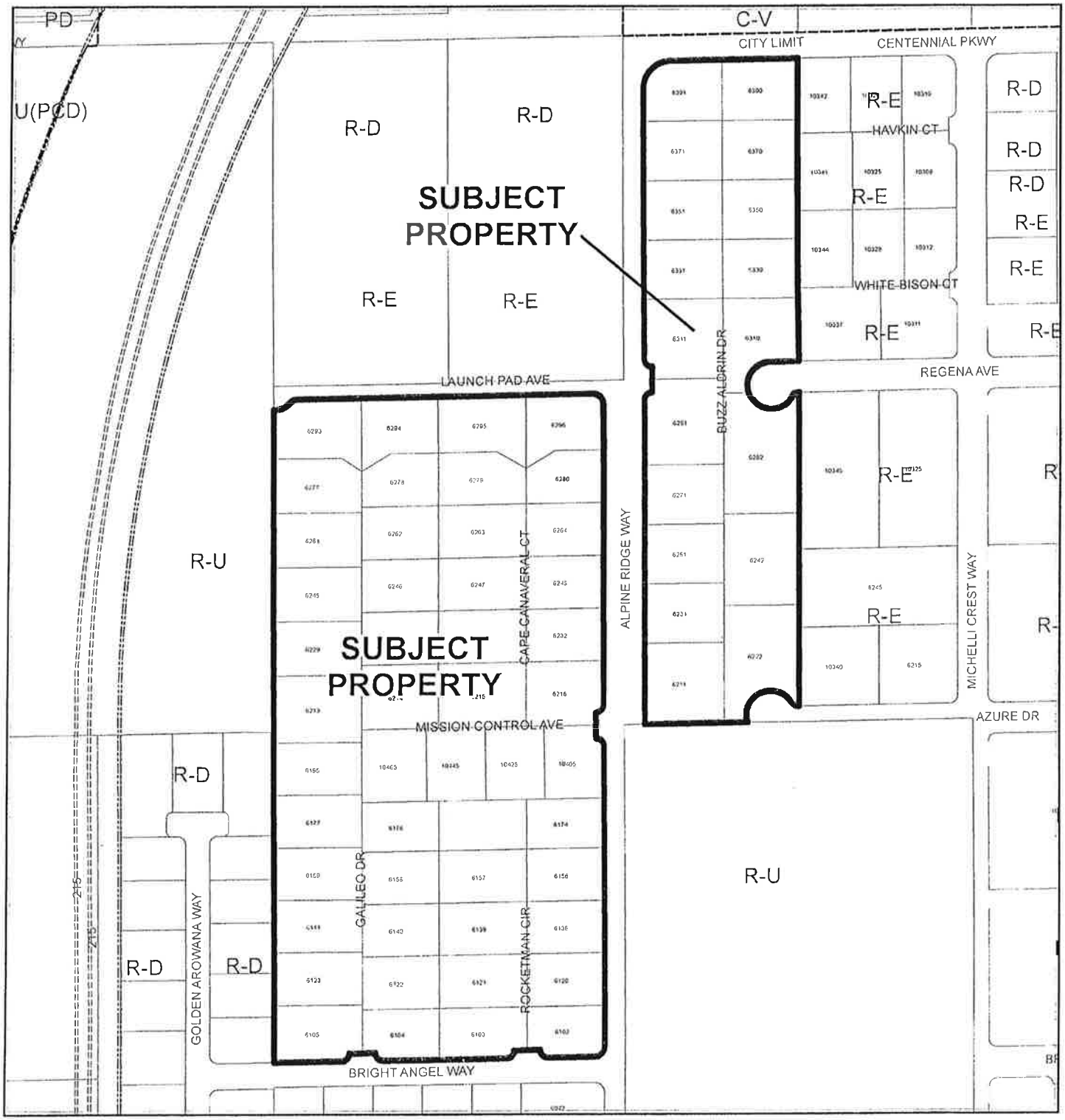
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56312**

0 200 400
Feet

N

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-76 - Annexation No. ANX-56313 - Property location: 9455 through 9485 West Centennial Parkway; Petitioned by: David A. Mulkey 1987 Living Trust, predecessor-in-interest to current owners; Acreage: 2.53 acres; Zoned: R-E (County zoning), R-D (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 at 9455 through 9485 West Centennial Parkway. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-76 and Location Map

BILL NO. 2014-76

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-56313)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located at 9455 through 9485 West Centennial Parkway.

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:

> The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 30, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 1 through LOT 4 as shown on Parcel Map in File 97, Page 71 of Clark County Nevada records, together with the adjoining 30.00 foot half street right of way of Park Street and the adjoining 50.00 foot half street right of way of Centennial Parkway.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

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 11-3-14
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": _____

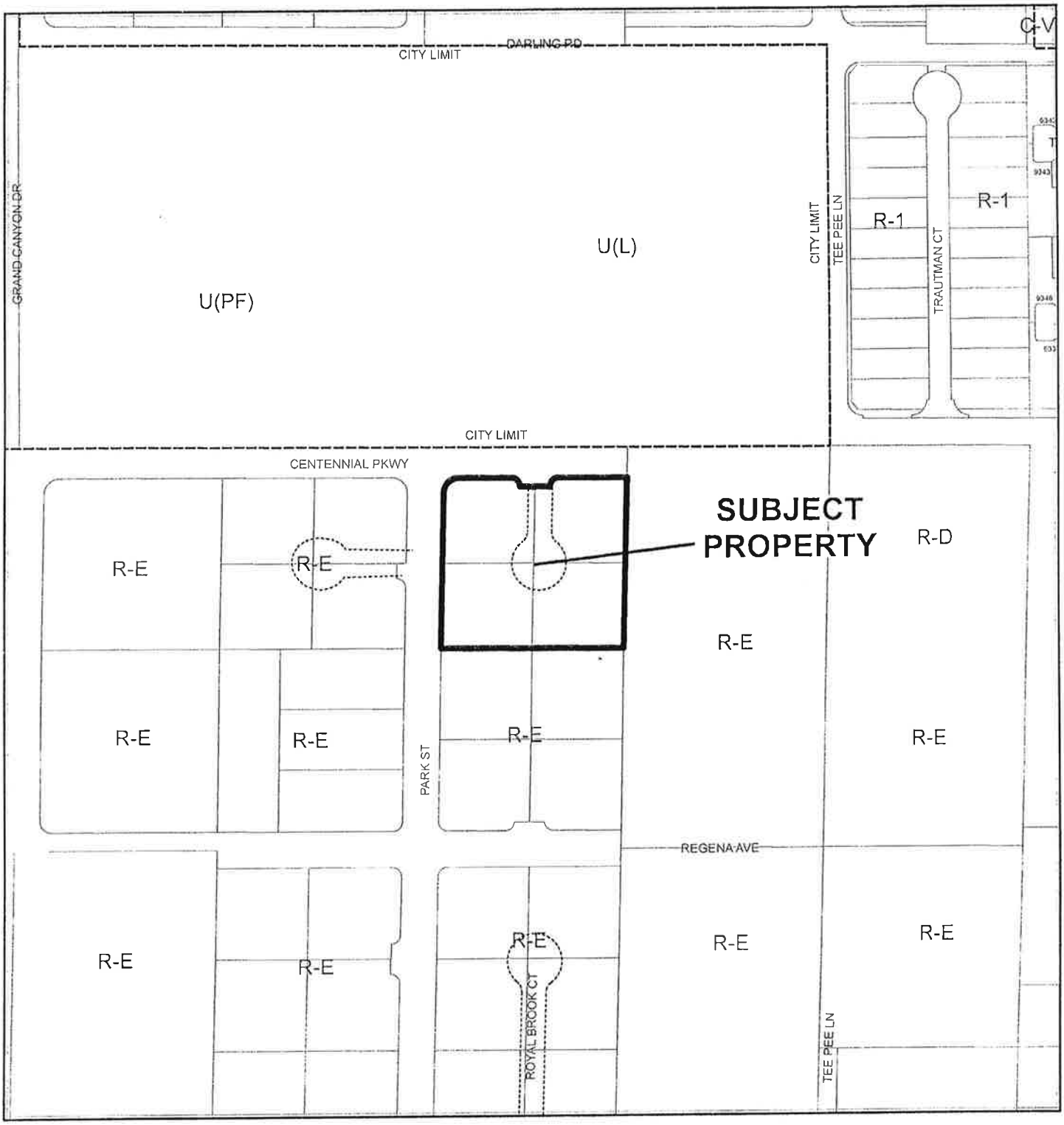
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56313**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-77 - Annexation No. ANX-56314 - Property location: 6351 North Fort Apache Road; Petitioned by: Las Vegas LTC Properties, LLC; Acreage: 5.05 acres; Zoned: R-E (County zoning), R-E (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 at 6351 North Fort Apache Road. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-77 and Location Map

BILL NO. 2014-77

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-56314)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located at 6351 North Fort Apache Road.

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:

> The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 30, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, together with the adjoining 45.00 foot half street right of way of Centennial Parkway and Fort Apache Road and the adjoining 30.00 foot right of way of Regena Avenue as shown on GRANT, BARGAIN, SALE AND DEDICATION DEED recorded in Book 20090724 as Instrument Number 01447 of Clark County Nevada records.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

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 11-3-14
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": _____

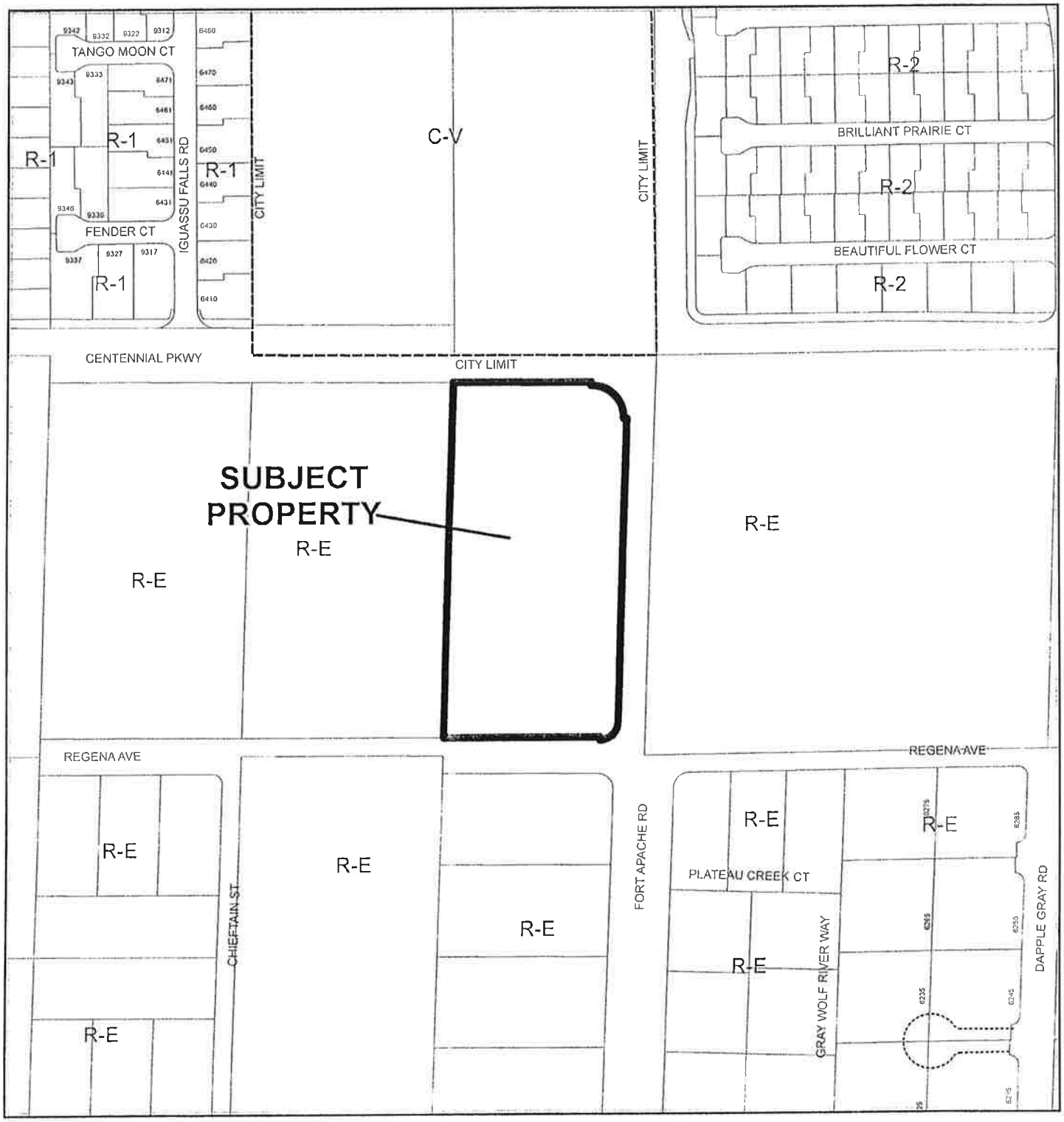
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56314**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-78 - Annexation No. ANX-56315 - Property location: 5641 Rowland Avenue; Petitioned by: Richard and Linda Steadman; Acreage: 0.99 acres; Zoned: R-E (County zoning), R-E (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 at 5641 Rowland Avenue. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-78 and Location Map

BILL NO. 2014-78

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-56315)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located at 5641 Rowland Avenue.

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:

> A portion of the Southwest Quarter (SW 1/4) of Section 25, Township 19 South, Range 60 East, MDM, together with a portion of the Northwest Quarter (NW 1/4) of Section 36, Township 19 South, Range 60 East, MDM, all of Clark County, Nevada, described as follows:
>
> COMMENCING at the southwest corner of said Section 25, said southwest corner also being the centerline intersection of ANN ROAD and JONES BOULEVARD as shown on that PLAT OF SURVEY FOR CITY OF LAS VEGAS, in File 52 of Surveys, Page 70, of Clark County, Nevada Records; thence along the centerline of ANN ROAD as shown on said PLAT OF SURVEY, North 89°46'18" East, 445.17 feet to the POINT OF BEGINNING on the southerly projection of the west line of

LOT 371 as shown on said PLAT OF SURVEY; thence departing said ANN ROAD centerline and along said southerly projection, North 00°02'25" East, 50.00 feet to the southwest corner of said LOT 371; thence along the west line of said LOT 371, North 00°02'25" East, 150.08 feet to the northwest corner of said LOT 371; thence along the north line of said LOT 371, North 89°45'43" East, 192.58 feet to the northeast corner of said LOT 371; thence along the easterly projection of the north line of said LOT 371, North 89°45'43" East, 23.75 feet to a line parallel with and lying 23.75 feet east of the east line of said LOT 317; thence along said parallel line, South 00°02'16" West, 200.12 feet to the centerline of said ANN ROAD; thence along said centerline, South 89°46'18" West, 216.34 feet to the POINT OF BEGINNING.

The Basis of Bearings for this land description is North 89°46'18" East, as shown on that PLAT OF SURVEY FOR CITY OF LAS VEGAS, in File 52 of Surveys, 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: 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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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 11-3-14
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": _____

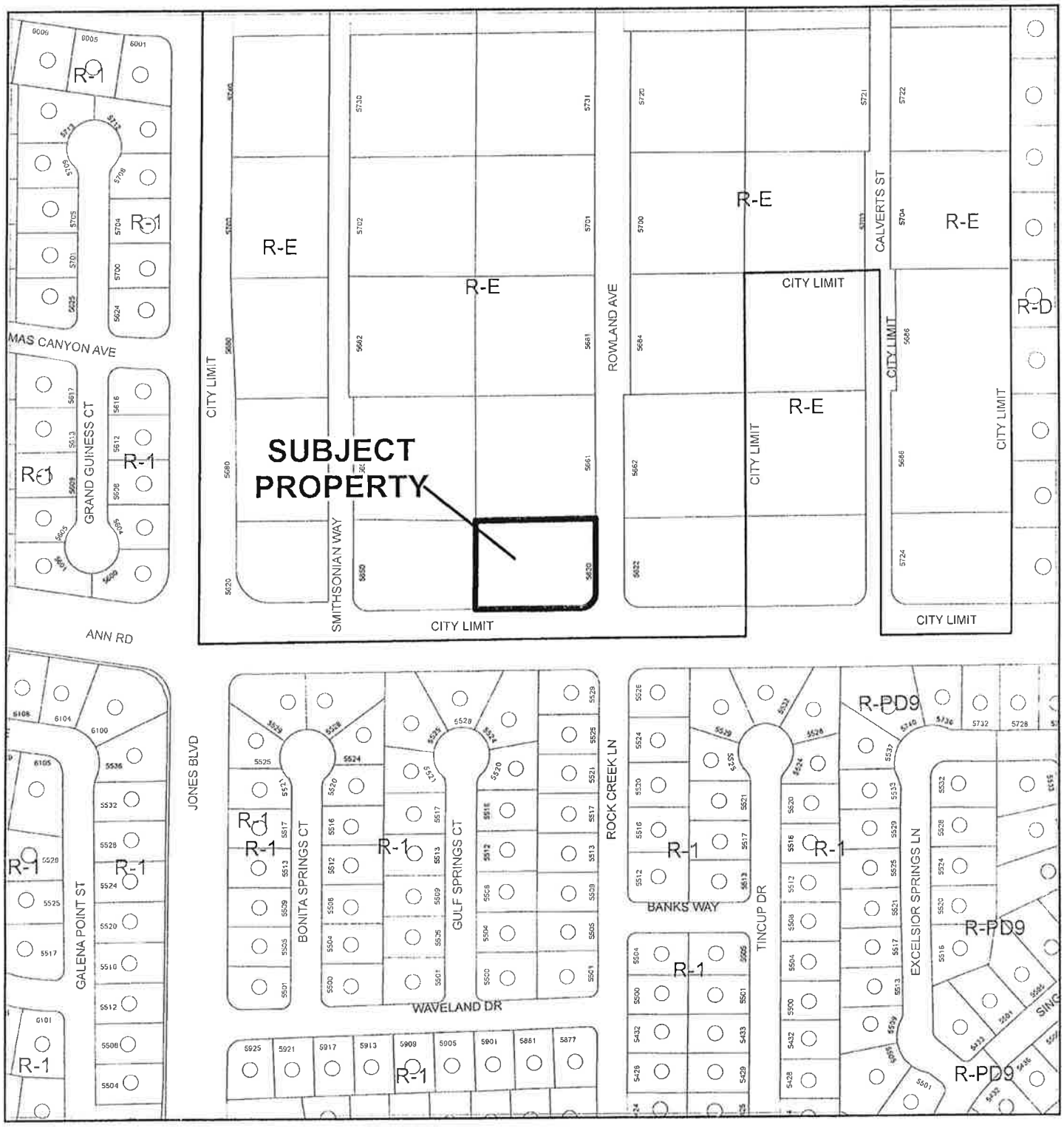
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56315**

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-79 - Annexation No. ANX-56316 - Property location: 6720 and 6740 West Tropical Parkway; Petitioned by: William and Donna Schmid, predecessors-in-interest to current owners; Acreage: 1.63 acres; Zoned: R-E (County zoning), R-E (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 at 6720 and 6740 West Tropical Parkway. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-79 and Location Map

BILL NO. 2014-79

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-56316)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located at 6720 and 6740 West Tropical Parkway.

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:

> Portion of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 26, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 1 and LOT 2 as shown on Parcel Map in File 105, Page 73 of Clark County Nevada records, together with the adjoining 30.00 foot half street right of way of Serene Drive and the adjoining 40.00 foot half street right of way of Tropical Parkway.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

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 11-3-14
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": _____

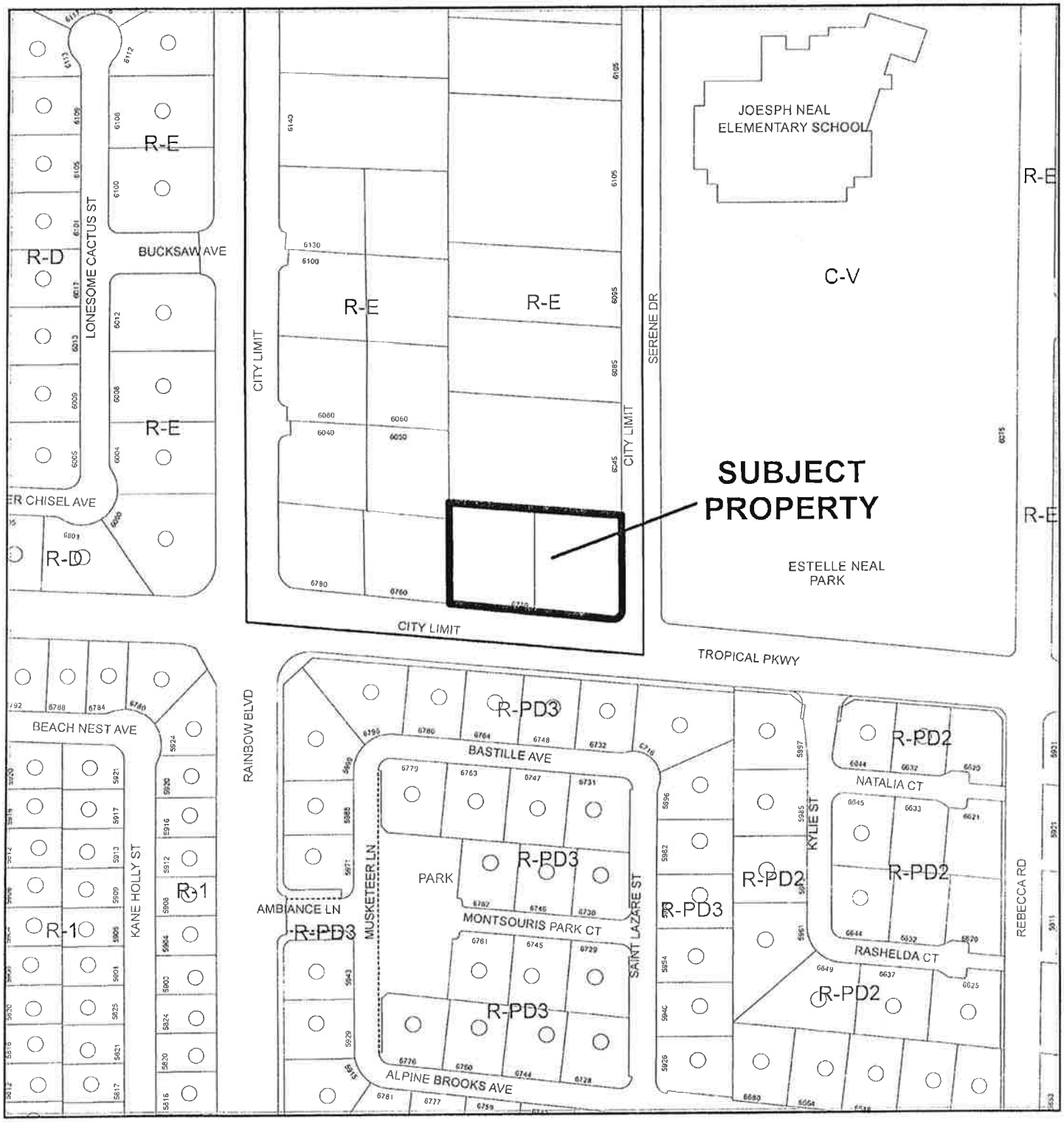
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56316**

0 200 400
Feet

N

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-80 - Annexation No. ANX-56317 - Property location: 7249 Haley Avenue; Petitioned by: Glen D. Hickey, predecessor-in-interest to current owner; Acreage: 0.62 acres; Zoned: R-E (County zoning), R-E (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 at 7249 Haley Avenue. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-80 and Location Map

BILL NO. 2014-80

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-56317)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located at 7249 Haley Avenue.

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 of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 22, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 4 as shown on Parcel Map in File 69, Page 40 of Clark County Nevada records, together with the adjoining 30.00 foot half street right of way of Haley Avenue described as follows:
>
> Beginning at the southwest corner of said LOT 4; thence along the west line thereof North 02°15'25" East 171.82 feet to the centerline of said Haley Avenue; thence along said centerline, South 85°51'47" East 157.93 feet; thence departing said centerline, South 02°12'51" West 172.43 feet to the southeast corner of said

LOT 4; thence along the south line of said LOT 4, North 85°38'38" West 158.08 feet to the Point of Beginning.

BASIS OF BEARINGS: South 02°10'18" West being the east line of the Northwest Quarter (NW 1/4) of Section 22, Township 19 South, Range 60 East, M.D.M., Clark County Nevada, as shown on Parcel Map in File 69, Page 40 of Clark County Nevada records.

Prepared by:
Brian Yu, PLS
Dept. of Operations 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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

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 11-3-14
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": _____

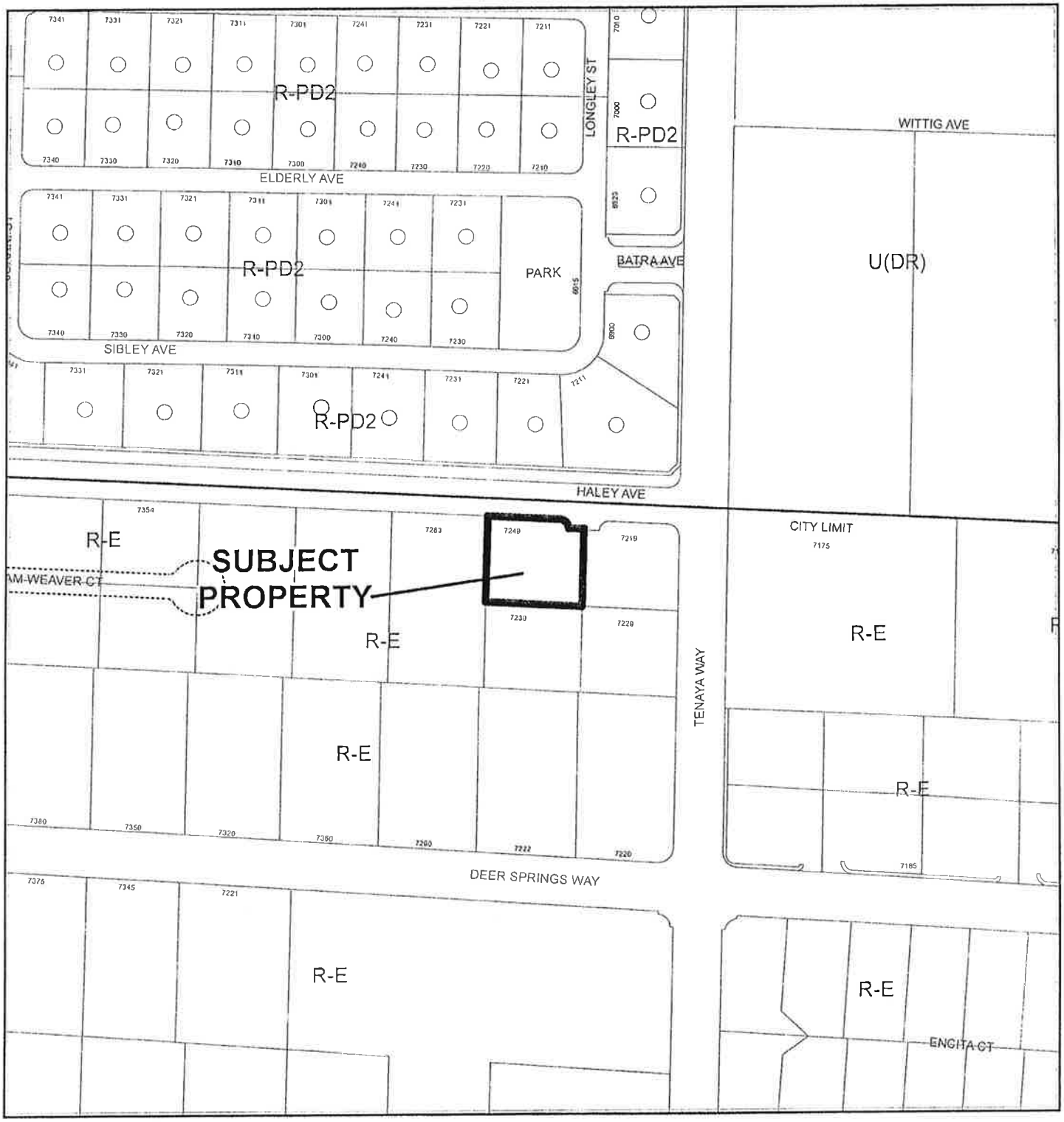
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56317**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-81 - Annexation No. ANX-56180 - Property location: 1580 South Jones Boulevard; Petitioned by: Johanna C. Koningh, et. al, predecessors-in-interest to current owner; Acreage: 2.1 acres; Zoned: C-P (County zoning), C-1 (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 1580 South Jones Boulevard. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-81 and Location Map

BILL NO. 2014-81

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-56180)

Sponsored by:
Councilwoman Lois Tarkanian

Summary: Annexes property described generally as located at 1580 South Jones 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:

> The south 277.69 feet of Government Lot 28 in Section 1, Township 21 South, Range 60 East M.D.M, Clark County, Nevada, being PARCEL O as described by that GRANT, BARGAIN, SALE DEED, recorded November 22, 2011 in Book 20111122 as Instrument Number 01624 of Clark County, Nevada Records, together with that portion of JONES BOULEVARD (50.00 foot half-street width) described by that GRANT, BARGAIN, SALE DEED, recorded December 31, 1973 in Book 391 as Instrument Number 350032 of Clark County, Nevada Records, together with that portion of DOE AVENUE (30.00 foot half-street width) and the adjoining 25.00 foot radius spandrel area described by that GRANT, BARGAIN, SALE DEED, recorded December 9, 1974 in Book 479 as Instrument Number 438663 of Clark County, Nevada Records.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 2014.

SECTION 7: The described territory, which previously has been zoned C-P (County of Clark classification), is hereby classified as C-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.

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 11-3-14
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": _____

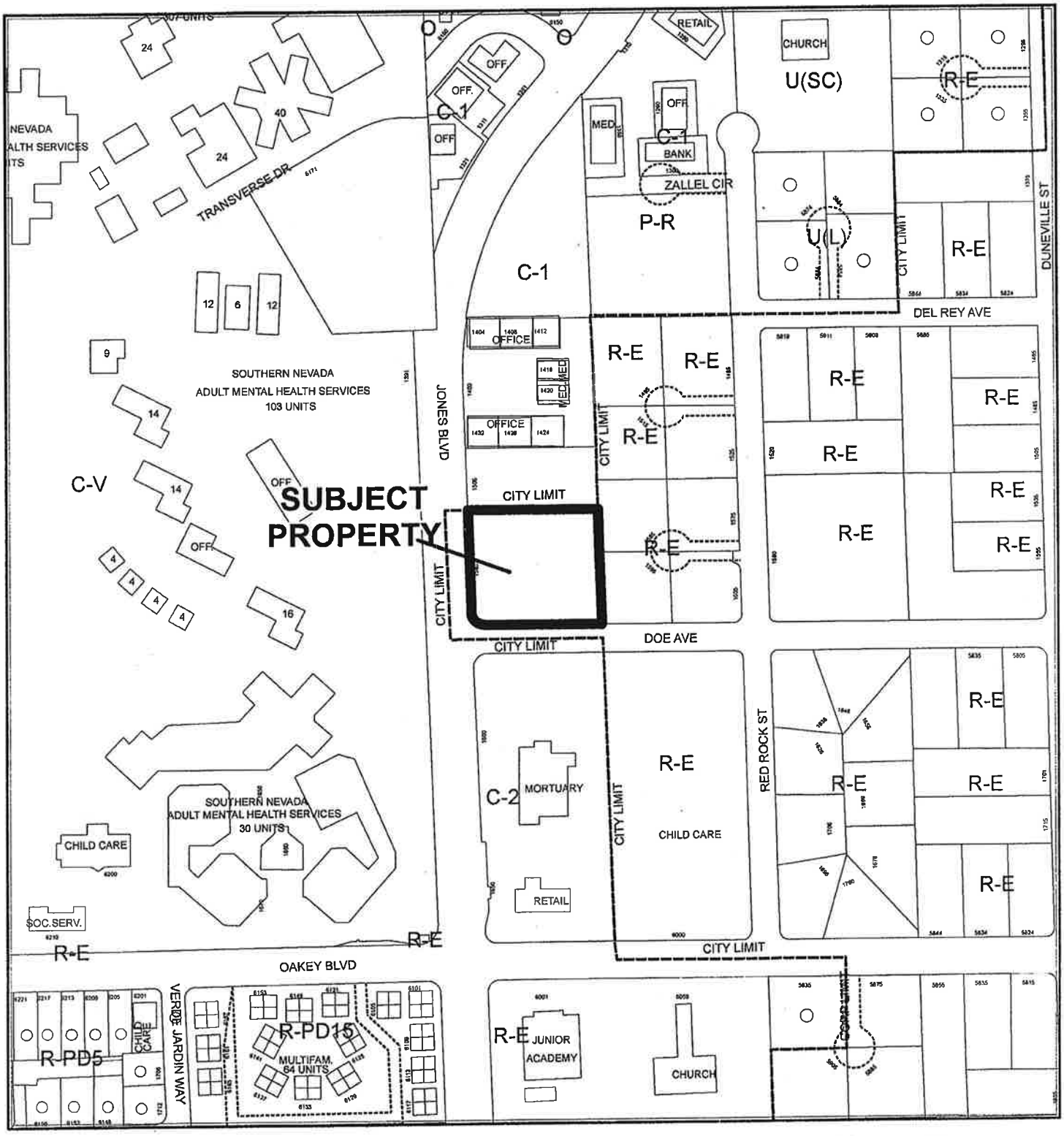
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56180**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-82 - Annexation No. ANX-56207 - Property location: 5475 West Oakey Boulevard; Petitioned by: Lee Lutrell; Acreage: 0.47 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 5475 West Oakey Boulevard. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-82 and Location Map

BILL NO. 2014-82

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-56207)

Sponsored by:
Councilwoman Lois Tarkanian

Summary: Annexes property described generally as located at 5485 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 Northwest Quarter (NW 1/4) 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, Nevada, being LOT 3 of that map in File 9 of Parcel Maps, Page 2, of Clark County, Nevada Records.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

. . .

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 11-3-14
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": _____

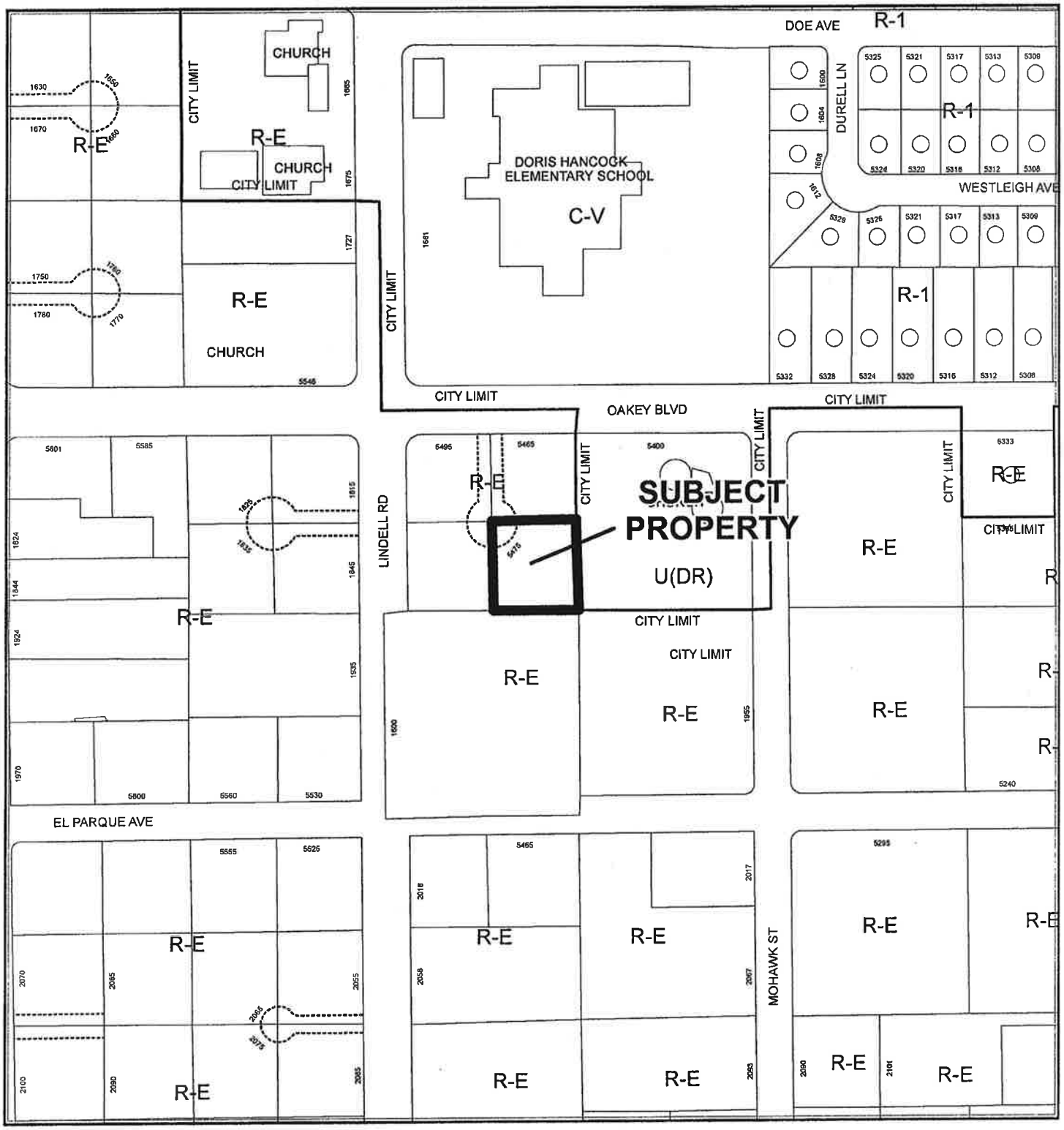
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56207**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-83 - Annexation No. ANX-56303 - Property location: 3510 and 3520 North Buffalo Drive; Petitioned by: Church Christian Word Life Ctr, et. al; Acreage: 5.22 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

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 3510 and 3520 North Buffalo Drive. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-83 and Location Map

BILL NO. 2014-83

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-56303)

Sponsored by: Mayor Pro Tem Stavros S. Anthony

Summary: Annexes property described generally as located at 3510 and 3520 North Buffalo Drive.

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:

> The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 10, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 1 and LOT 2 as shown on Parcel Map in File 110 Page 55 of Clark County Nevada records, together with the adjoining 30.00 foot half street right-of-way of Delhi Avenue and Tioga Way and the adjoining 50.00 foot half street right of way of Buffalo Drive.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

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 11-3-14
_____
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": _____

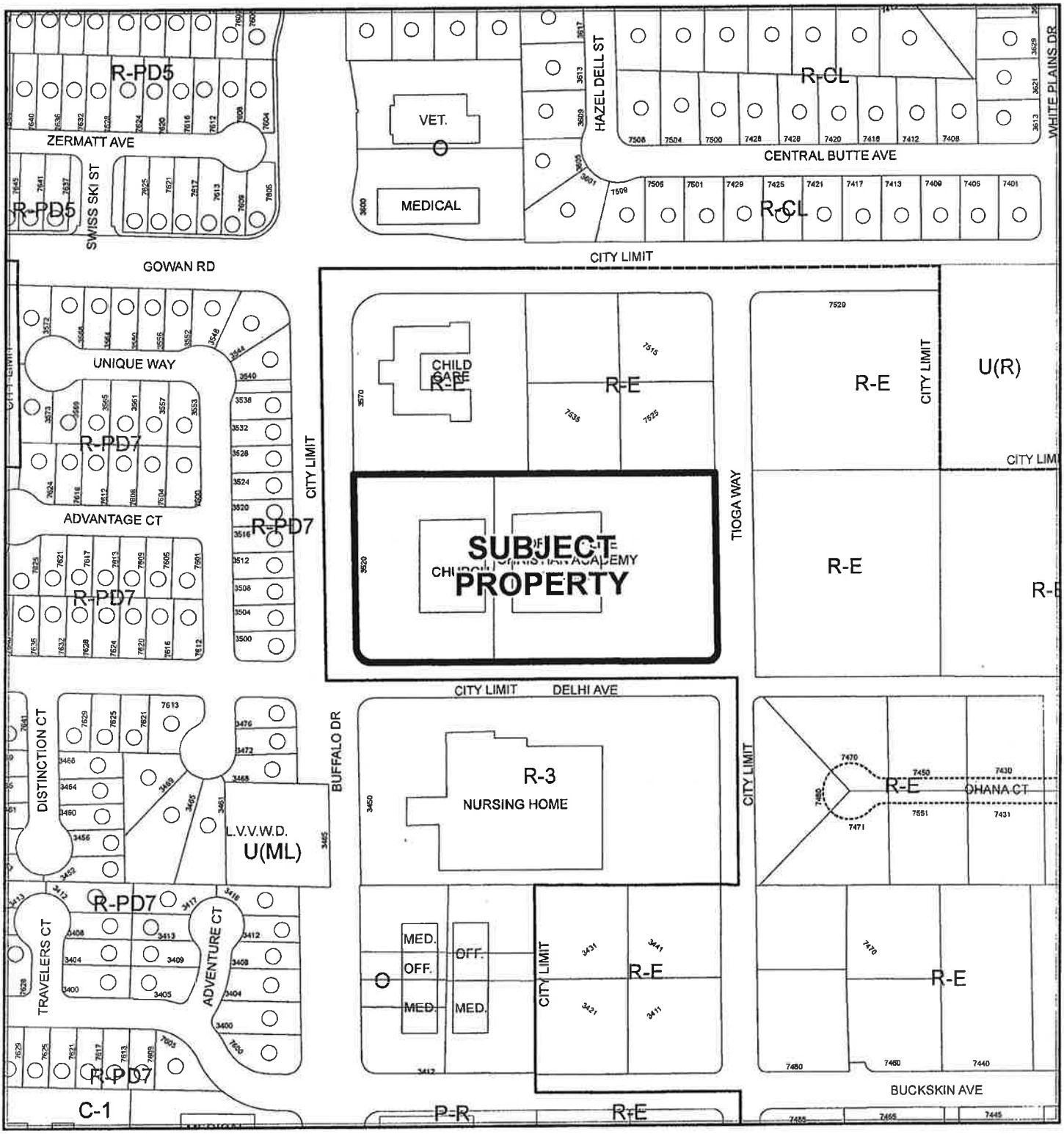
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56303**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-84 - Annexation No. ANX-56306 - Property location: 7410 through 7480 Ohana Court; Petitioned by: Paitaka P. and Tasey H. Miyahira, et.al, predecessors-in-interest to current owners; Acreage: 5.21 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

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 7410 through 7480 Ohana Court. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-84 and Location Map

BILL NO. 2014-84

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-56306)

Sponsored by: Mayor Pro Tem Stavros S. Anthony

Summary: Annexes property described generally as located at 7410 through 7480 Ohana Court.

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:

> The North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 10, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 1 through LOT 9 of MAUI ONE ESTATES SUBDIVISION as shown on Book 51 of Plats Page 65 of Clark County Nevada records, together with the adjoining 30.00 foot half street right-of-way of Delhi Avenue, Tioga Way and Pioneer Way.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

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 11-3-14
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": _____

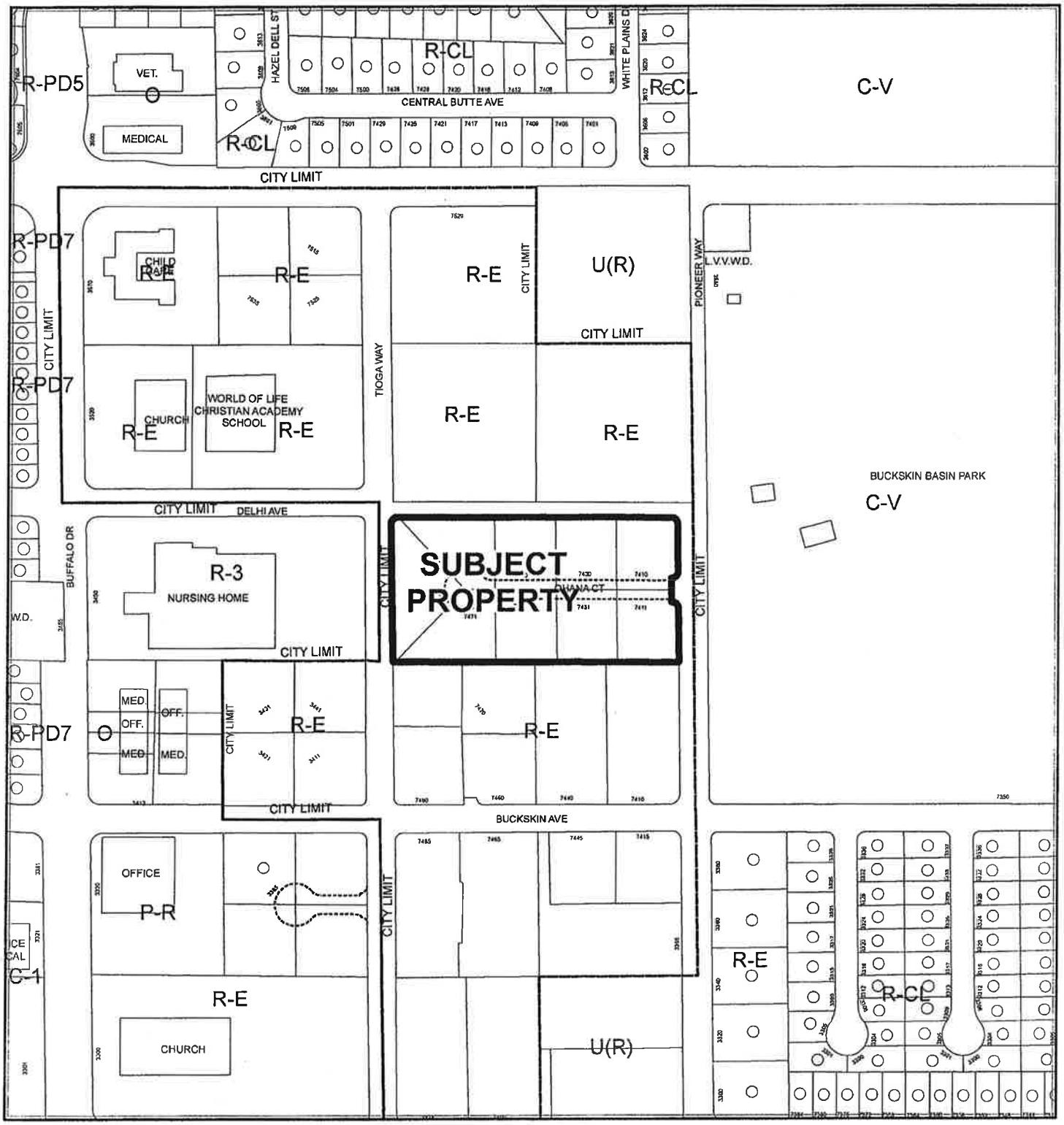
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: ANX-56306

0 300 600 Feet

N

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-85 - Annexation No. ANX-56307 - Property location: 4241 Quadrel Street; Petitioned by: John M. and Lorinda M. Fowler; Acreage: 0.63 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

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 4241 Quadrel Street. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-85 and Location Map

BILL NO. 2014-85

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-56307)

Sponsored by: Mayor Pro Tem Stavros S. Anthony

Summary: Annexes property described generally as located at 4241 Quadrel 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 Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 4 as shown in Parcel Map in File 49 Page 8 of Clark County Nevada records, together with the adjoining 30.00 foot half street right-of-way of Quadrel Street described as follows:
>
> COMMENCING at the south one sixteenth (S 1/16) corner common to Section 4 and Section 3; thence along the south line of said Northeast Quarter (NE 1/4) and the centerline of Hickam Avenue (half street 30.00 foot wide),

North 87°53'33" West 688.15 feet to the centerline intersection of Hickam Avenue and Quadrel Street; thence along the centerline of said Quadrel Street, North 01°36'27" East 198.13 feet to the POINT OF BEGINNING; thence departing said centerline at right angles, North 88°23'33" West 30.00 feet to the west right of way of said Quadrel Street at the southeast corner of said LOT 4; thence along the south line of said LOT 4, North 87°55'44" West 167.00 feet to the southwest corner of said LOT 4; thence along the west line of said LOT 4, North 01°30'31" East 139.90 feet to the northwest corner of said LOT 4; thence along the north line of said LOT 4, South 87°57'54" East 167.24 feet to the northeast corner of said LOT 4 at said west right of way; thence South 88°23'33" East 30.00 feet perpendicular to the centerline of said Quadrel Street; thence along said centerline, South 01°36'27" West 140.00 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: North 87°53'33" West, being the south line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 20 South, Range 60 East M.D.M. as shown on Parcel Map in File 4, Page 43 of Clark County Nevada records.

Prepared by:
Brian Yu, PLS
Dept. of Operations 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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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 11-3-14
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": _____

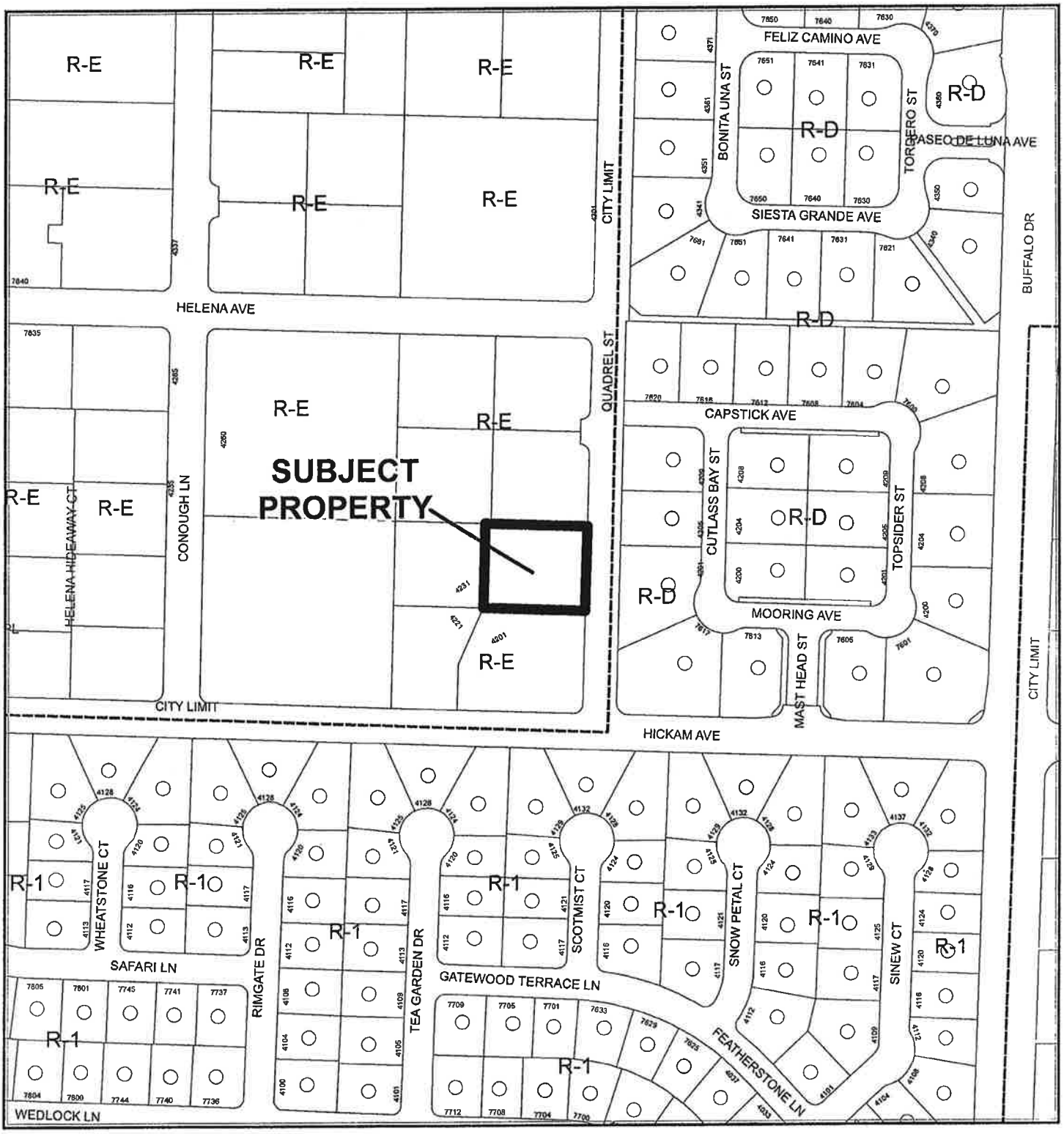
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: ANX-56307

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-86 - Annexation No. ANX-56308 - Property location: 7590 Florine Avenue; Petitioned by: Deborah S. Limb, predecessor-in-interest to current owner; Acreage: 0.82 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

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 7590 Florine Avenue. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-86 and Location Map

BILL NO. 2014-86

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-56308)

Sponsored by: Mayor Pro Tem Stavros S. Anthony

Summary: Annexes property described generally as located at 7590 Florine Avenue.

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 Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 3, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada being LOT 1 as shown in Parcel Map in File 26, Page 57 of Clark County Nevada records, together with the adjoining 30.00 foot half street right-of-way of Florine Avenue and adjoining 50.00 foot half street right of way of Buffalo Drive described as follows:
>
> COMMENCING at Southwest Quarter (SW 1/4) corner of said Section 3; thence along the west line of said Southwest Quarter (SW 1/4) and the centerline of said Buffalo Drive, North 02°04'23" East 677.46 feet to the Point of Beginning, said point also being the centerline intersection of said Buffalo Drive and said Florine

Avenue; thence continuing along said west line North 02°04'23" East 185.88 feet; thence at right angles departing said west line, South 87°55'37" East 50.00 feet to the northwest corner of said LOT 1; thence along the north line thereof, South 89°39'13" East 143.39 feet to the northeast corner of said LOT 1; thence along the east line of said LOT 1, South 01°59'43" West 154.31 feet to the southeast corner of said LOT 1; thence South 00°20'00" West 30.00 feet perpendicular to the centerline of Florine Avenue; thence along the centerline of said Florine Avenue, North 89°40'00" West 194.52 feet to the Point of Beginning.

BASIS OF BEARINGS: North 02°04'23" East being the west line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 3, Township 20 South, Range 60 East M.D.M. as shown on Record of Surveys in File 29, Page 96 of Clark County Nevada records.

Prepared by:
Brian Yu, PLS
Dept. of Operations 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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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 11-3-14
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": _____

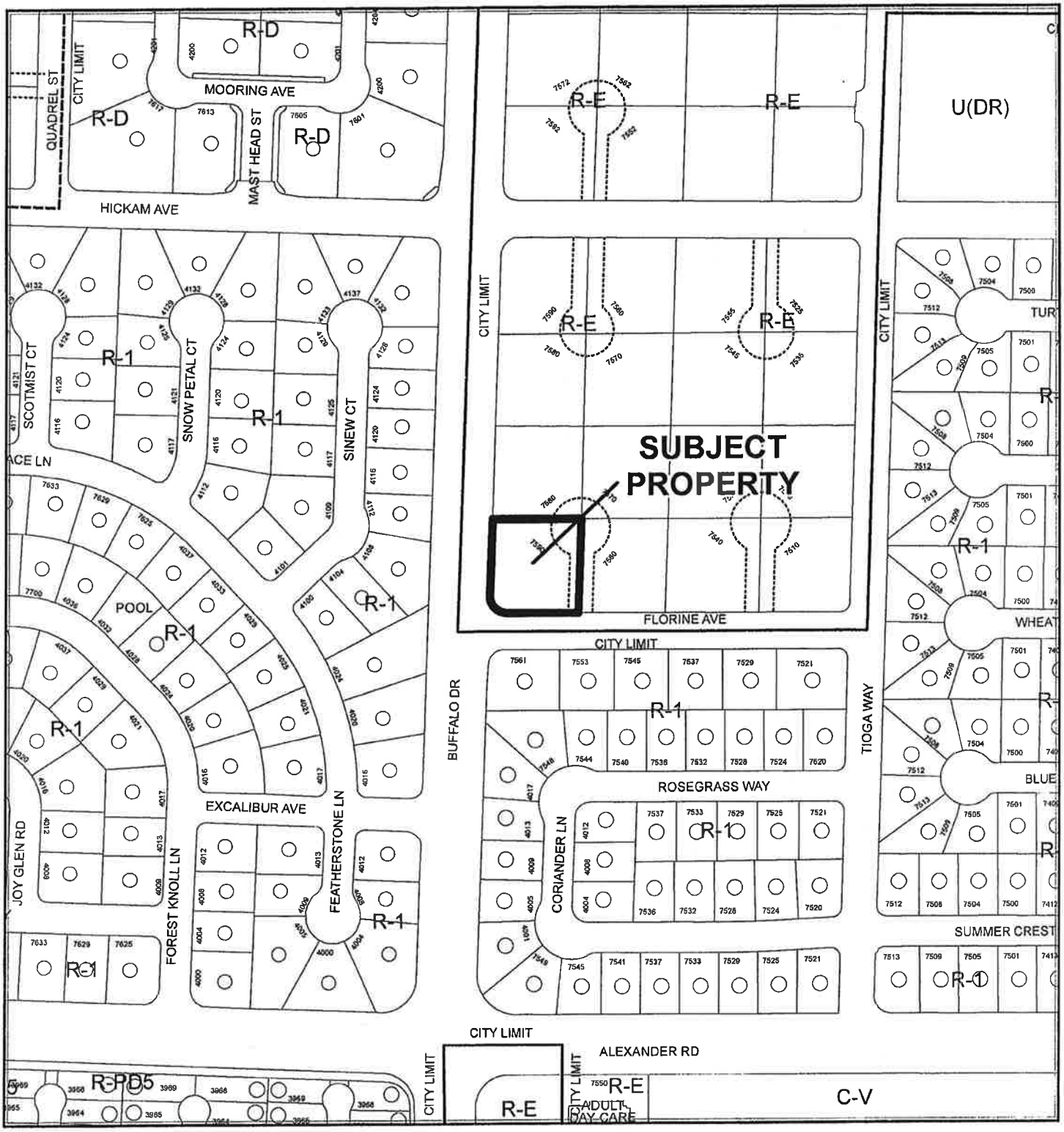
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: ANX-56308

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-87 - Annexation No. ANX-56309 - Property location: Northwest corner of Lone Mountain Road and Pioneer Way; Petitioned by: Steve and Stephanie Jordan, predecessors-in-interest to current owner; Acreage: 1.52 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

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 the northwest corner of Lone Mountain Road and Pioneer Way. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-87 and Location Map

BILL NO. 2014-87

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-56309)

Sponsored by: Mayor Pro Tem Stavros S. Anthony

Summary: Annexes property described generally as located on the northwest corner of Lone Mountain and Pioneer Way.

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 Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 34, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 4 in Block 14 as shown on Rainbow Valley Estates recorded in Book 4 of Plats, Page 88 of Clark County Nevada records, together with the adjoining 30.00 foot half street right-of-way of Pioneer Way and adjoining 50.00 foot half street right of way of Lone Mountain Road described as follows:
>
> COMMENCING at the Southwest Quarter (SW 1/4) corner of said Section 34; thence along the south line of said Southwest Quarter (SW 1/4) and the centerline of said Lone Mountain Road, North 89°51'27" East 1005.39 feet to the POINT OF

BEGINNING; thence continuing along said centerline, North 89°51'27" East, 336.11 feet to the centerline intersection with said Pioneer Way; thence along the centerline of said Pioneer Way, North 00°57'09" West 198.46 feet; thence departing said centerline of Pioneer Way at right angles, North 89°02'51" West 30.00 feet to the west right of way of said Pioneer Way at the northeast corner of said LOT 4; thence along the north line of said LOT 4, North 89°50'15" West 305.46 feet to the northwest corner of said LOT 4; thence along the west line of said LOT 4, South 00°58'40" East 147.92 feet to the southwest corner of said LOT 4 at the north right of way of said Lone Mountain Road; thence perpendicular to the south line of said Southwest Quarter (SW 1/4) and the centerline of said Lone Mountain Road, South 00°08'33" East 50.00 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: South 89°51'27" West, being the south line of the Southwest Quarter (SW 1/4) of Section 34, Township 19 South, Range 60 East M.D.M. as show in Book 4 of Plats, Page 88 of Clark County Nevada records.

Prepared by:
Brian Yu, PLS
Dept. of Operations 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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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 11-3-14
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": _____

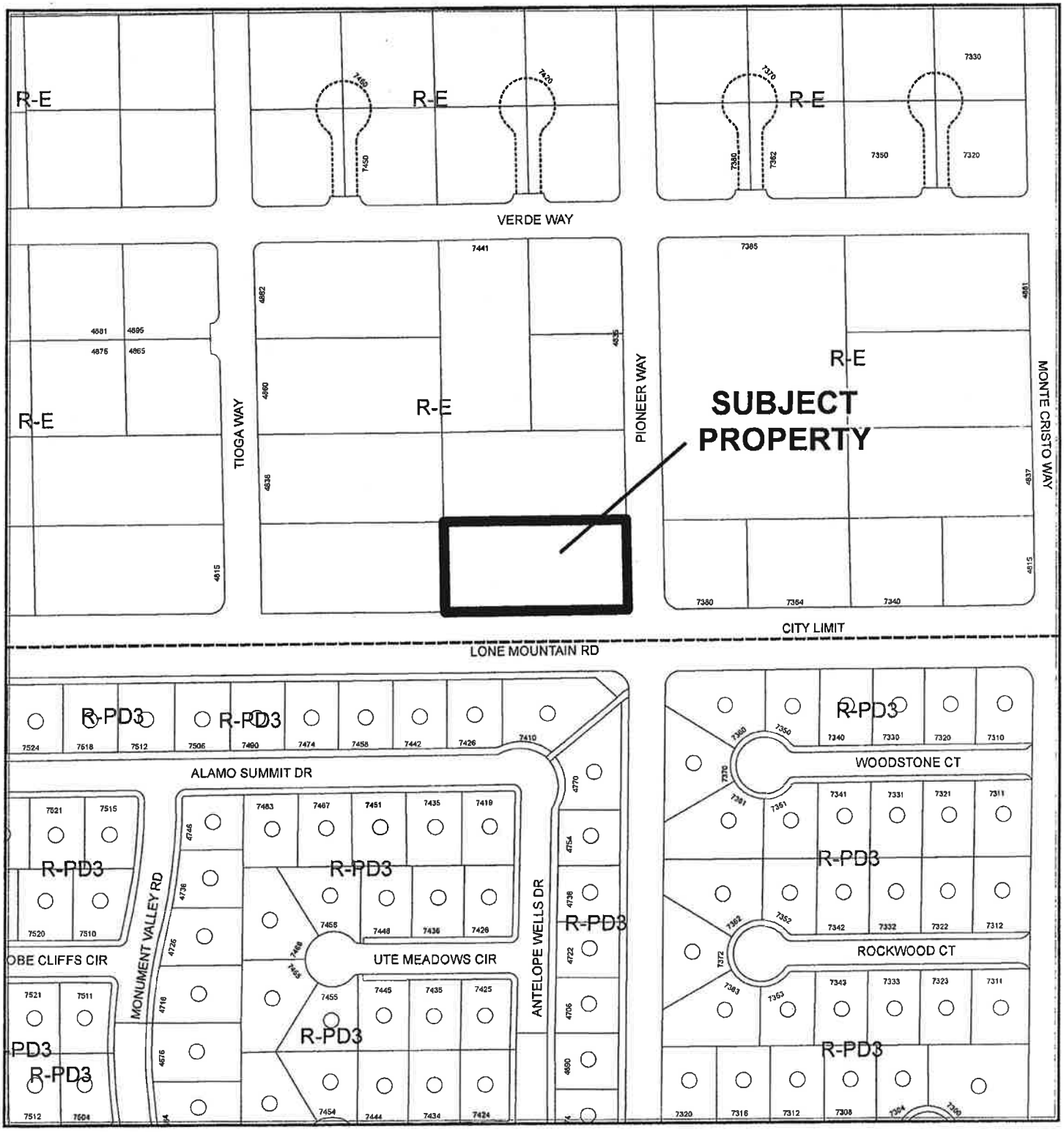
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: ANX-56309

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-88 - Annexation No. ANX-56310 - Property location: 4850 through 4880 Conough Lane; Petitioned by: William and Mary Johnson, predecessors-in-interest; Acreage: 2.63 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

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 4850 through 4880 Conough Lane. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-88 and Location Map

BILL NO. 2014-88

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-56310)

Sponsored by: Mayor Pro Tem Stavros S. Anthony

Summary: Annexes property described generally as located at 4850 through 4880 Conough Lane.

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 Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 33, Township 19 South, Range 60 East, M.D.M., Clark County Nevada, being LOT 1, LOT 2 and LOT 3 as shown on Parcel Map in File 87, Page 3 together with LOT 1 and LOT 2 as shown on Parcel Map in File 88, Page 81 all of Clark County Nevada records, also together with the adjoining 30.00 foot half street right-of-way of Conough Lane as dedicated by said Parcel Map in File 87, Page 3 described as follows:

COMMENCING at the southeast corner of said Section 33; thence along the south line of the Southeast Quarter (SE 1/4) of said Section 33 and the centerline of Lone Mountain Road, North 88°04'00" West 1387.23 feet to the centerline intersection

of said Lone Mountain Road and Conough Lane; thence along the centerline of said Conough Lane North 00°31'19" West 342.51 feet to the POINT OF BEGINNING; thence departing said centerline, South 88°10'59" East 30.02 feet to the southwest corner of LOT 1 of said Parcel Map in File 87, Page 3; thence continuing South 88°10'59" East 305.84 feet to the southeast corner of LOT 2 of said Parcel Map in File 87, Page 3; thence North 00°40'21" West 342.88 feet to the northeast corner of LOT 2 of said Parcel Map in File 88, Page 81; thence North 88°17'59" West 304.91 feet to the northwest corner of LOT 1 of said Parcel Map in File 88, Page 81; thence continuing North 88°17'59" West 30.02 feet to the centerline of said Conough Lane; thence along said centerline, South 00°31'19" East 342.16 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: South 88°04'00" East, being the south line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 33, Township 19 South, Range 60 East M.D.M. as show on Parcel Map in File 68, Page 21 of Clark County Nevada records.

Prepared by:
Brian Yu, PLS
Dept. of Operations 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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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 11-3-14
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": _____

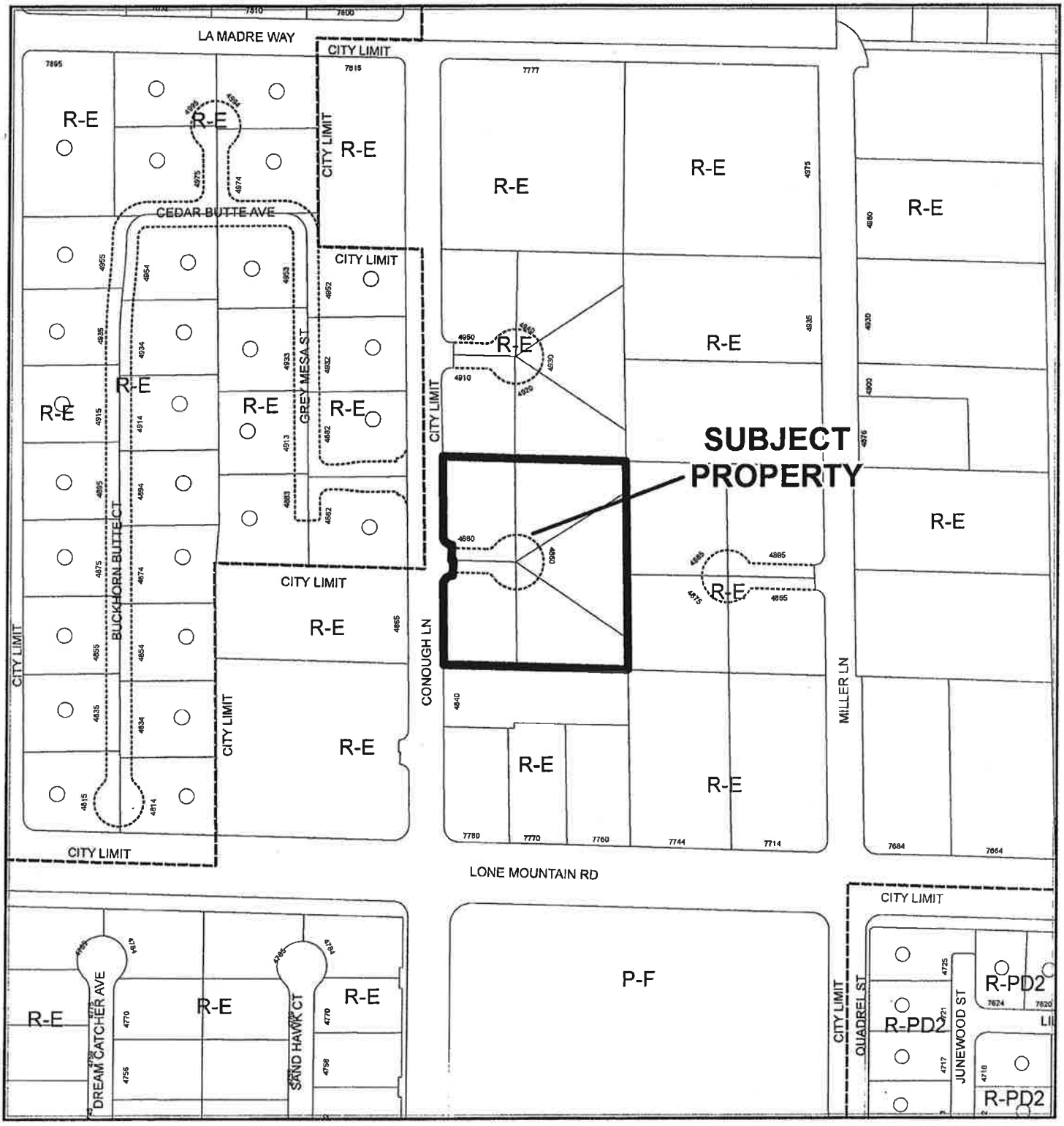
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56310**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-89 - Annexation No. ANX- 56311 - Property location: at 4701 Quadrel Street; Petitioned by: Clark County School District Board of Trustees; Acreage: 21.00 acres; Zoned: PF (County zoning), C-V (City equivalent). Sponsored by: Mayor Pro Tem Stavros S. Anthony

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 4701 Quadrel Street. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-89 and Location Map

BILL NO. 2014-89

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-56311)

Sponsored by: Mayor Pro Tem Stavros S. Anthony

Summary: Annexes property described generally as located at 4701 Quadrel 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:

> The West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 4, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 1 as shown on Parcel Map in File 4 Page 25 of Clark County Nevada records, together with the adjoining 30.00 foot half street right-of-way of Quadrel Street, Red Coach Avenue and Conough Lane and the adjoining 50.00 foot half street right of way of Lone Mountain Road.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 2014.

SECTION 7: The described territory, which previously has been zoned PF (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 11-3-14
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": _____

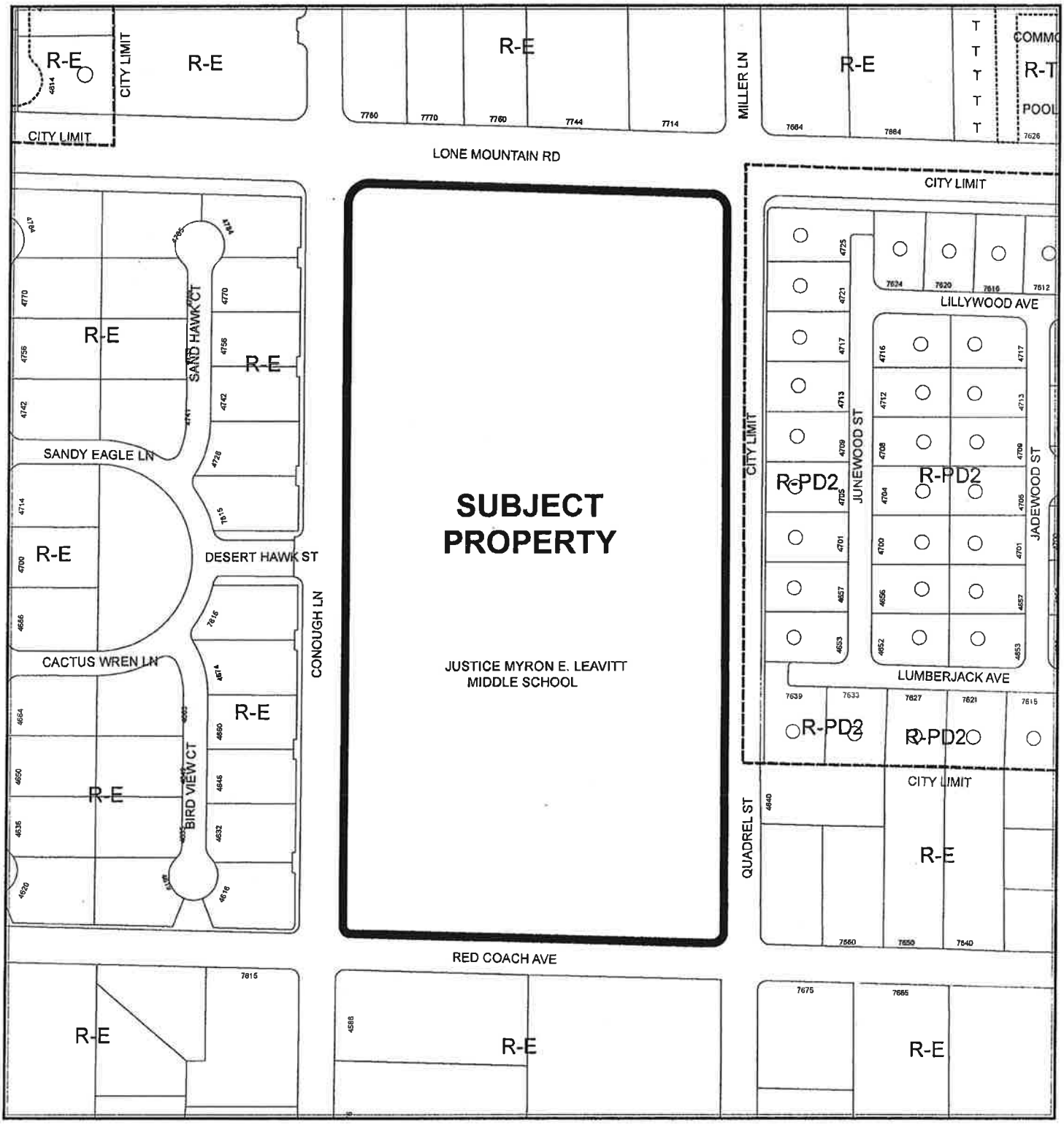
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56311**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-90 - Annexation No. ANX-56209 - Property location: 1902 Sycamore Trail; Petitioned by: John Jay and Marilyn R. Lee, predecessors-in-interest to current owner; Acreage: 0.52 acres; Zoned: R-E (County zoning), C-2 (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 1902 Sycamore Trail. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-90 and Location Map

BILL NO. 2014-90

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-56209)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 1902 Sycamore Trail.

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:

> The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 19, Township 20 South, Range 61 East M.D.M., in the County of Clark State of Nevada.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 2014.

SECTION 7: The described territory, which previously has been zoned R-E and H-2 (County of Clark classifications), is hereby classified as C-2 (City of Las Vegas classification), which is deemed to be the City equivalent of the County classifications.

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 11-3-14
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": _____

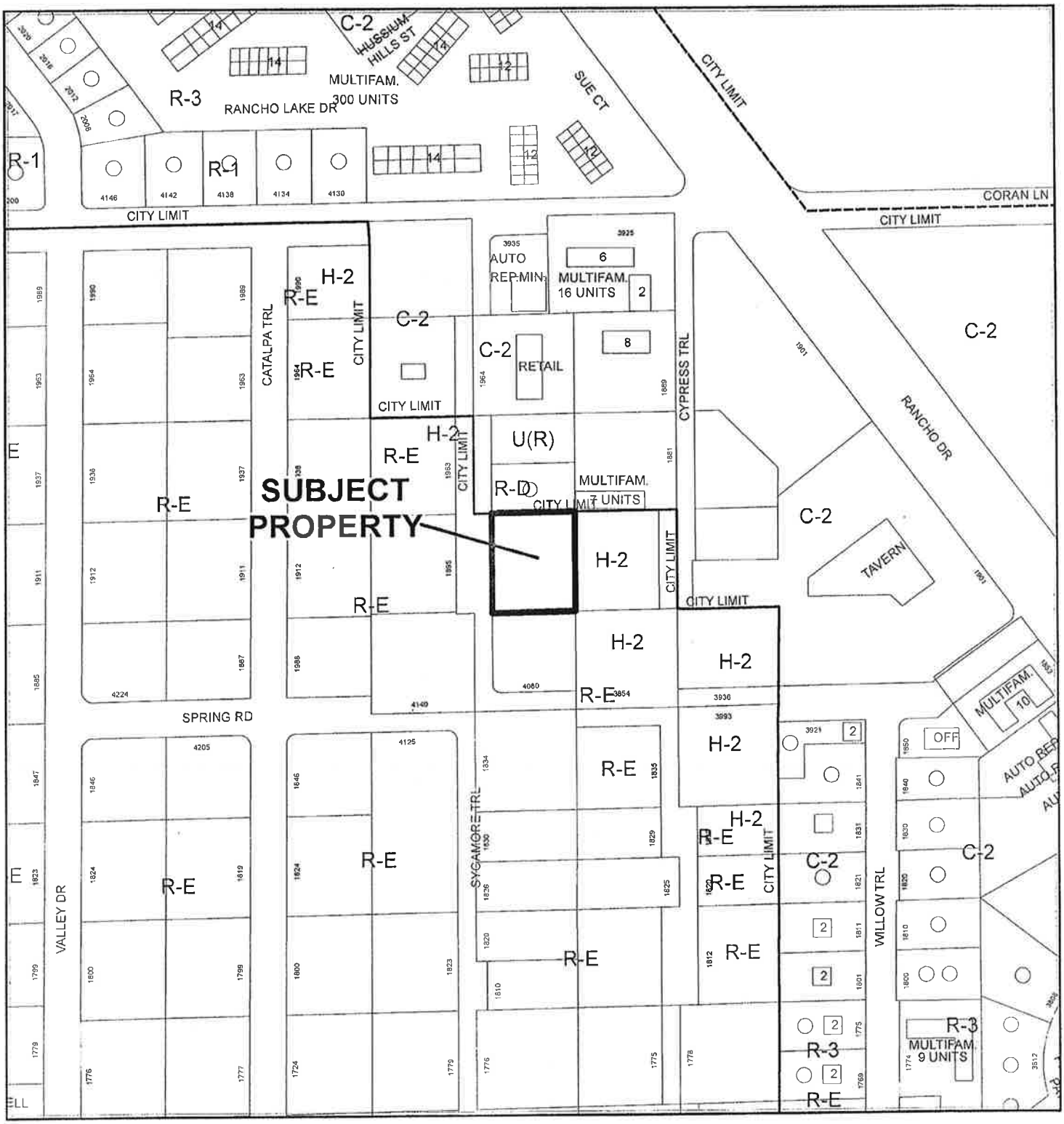
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56209**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-91 - Annexation No. ANX-56210 - Property location: 4016 Vegas Drive; Petitioned by: Samuel Newberry, predecessor-in-interest to current owner; Acreage: 0.53 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: 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 4016 Vegas Drive. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-91 and Location Map

BILL NO. 2014-91

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-56210)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 4016 Vegas Drive.

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 Southeast Quarter (SE 1/4) of Section 19, Township 20 South, Range 61 East M.D.M., in the County of Clark, State of Nevada, being Lot 16 in Block 11 together with the adjacent 40.00 feet half street right-of-way of Vegas Drive as shown on Book 2 of Plats, Page 67 of Clark County Nevada records.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

. . .

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 11-3-14
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": _____

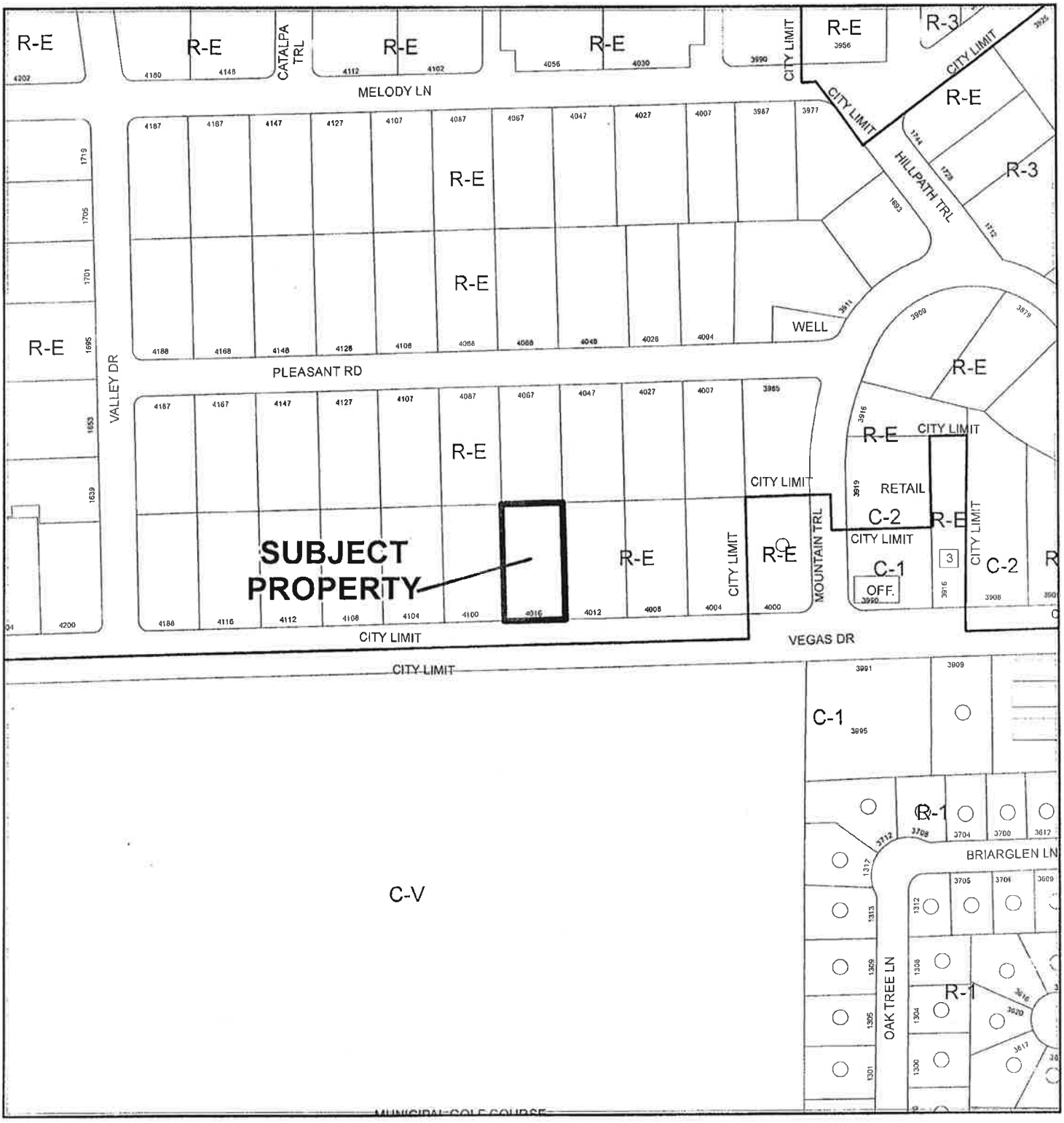
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56210**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-92 - Annexation No. ANX-56289 - Property location: 1300 Shadow Mountain Place; Petitioned by: Margaret M. Lyneis, predecessor-in-interest to current owner; Acreage: 0.47 acres; Zoned: R-E (County zoning), R-E (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 1300 Shadow Mountain Place. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-92 and Location Map

BILL NO. 2014-92

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-56289)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 1300 Shadow Mountain Place.

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 Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 25, Township 20 South, Range 60 East M.D.M., in the County of Clark State of Nevada, being Lot 8 together with the adjacent 25.00 feet half street right-of-way of Shadow Mountain Place as shown on Book 4 of Plats, Page 70 of Clark County Nevada records.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

. . .

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 11-3-14
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": _____

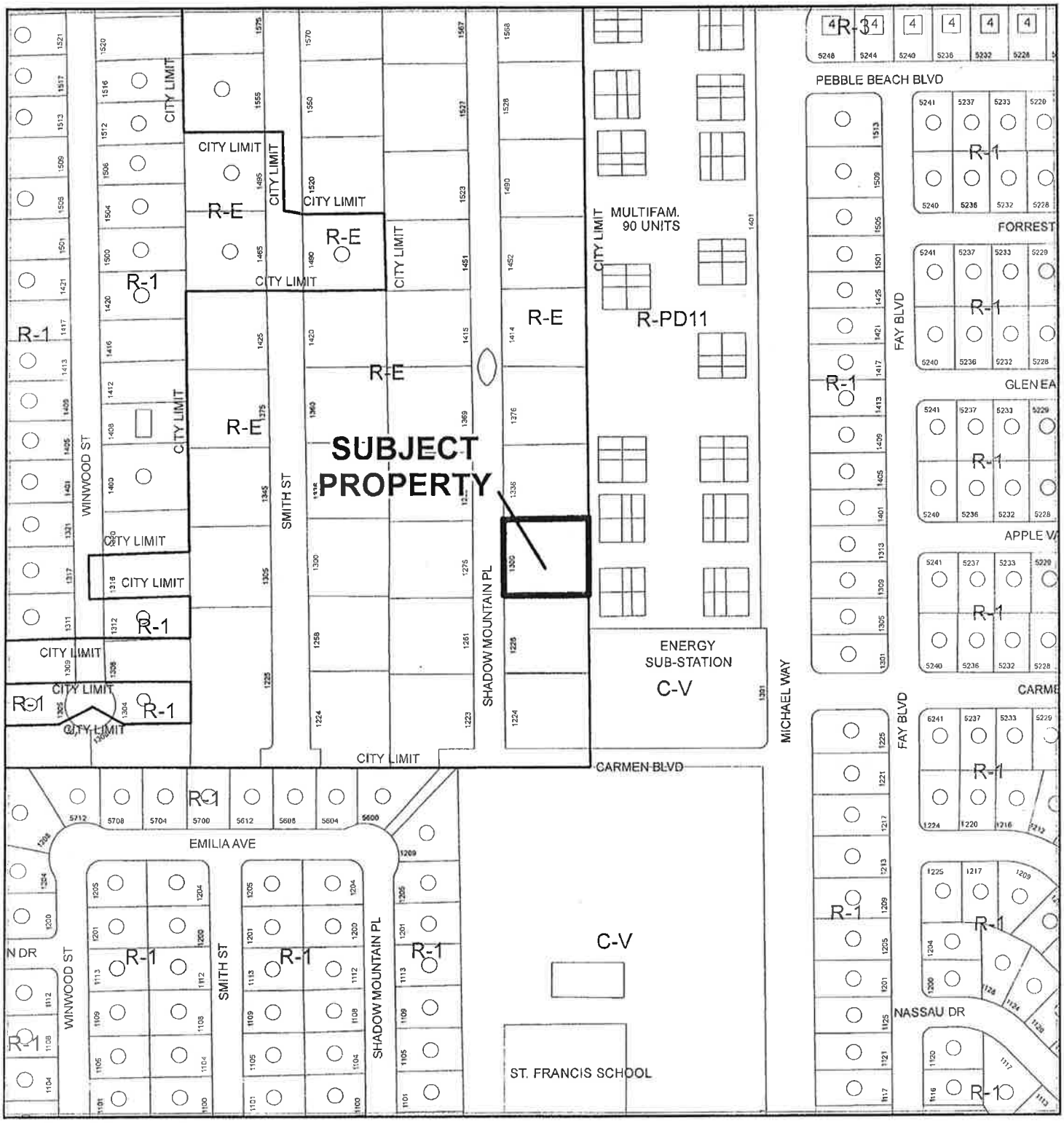
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56289**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-93 - Annexation No. ANX-56294 - Property location: 1452 Shadow Mountain Place; Petitioned by: Harvey F. and Beth Nielsen; Acreage: 0.47 acres; Zoned: R-E (County zoning), R-E (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 1452 Shadow Mountain Place. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-93 and Location Map

BILL NO. 2014-93

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-56294)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 1452 Shadow Mountain Place.

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 Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 25, Township 20 South, Range 60 East M.D.M., in the County of Clark State of Nevada, being Lot 4 together with the adjacent 25.00 feet half street right-of-way of Shadow Mountain Place as shown on Book 4 of Plats, Page 70 of Clark County Nevada records.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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.

. . .

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 11-3-14
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": _____

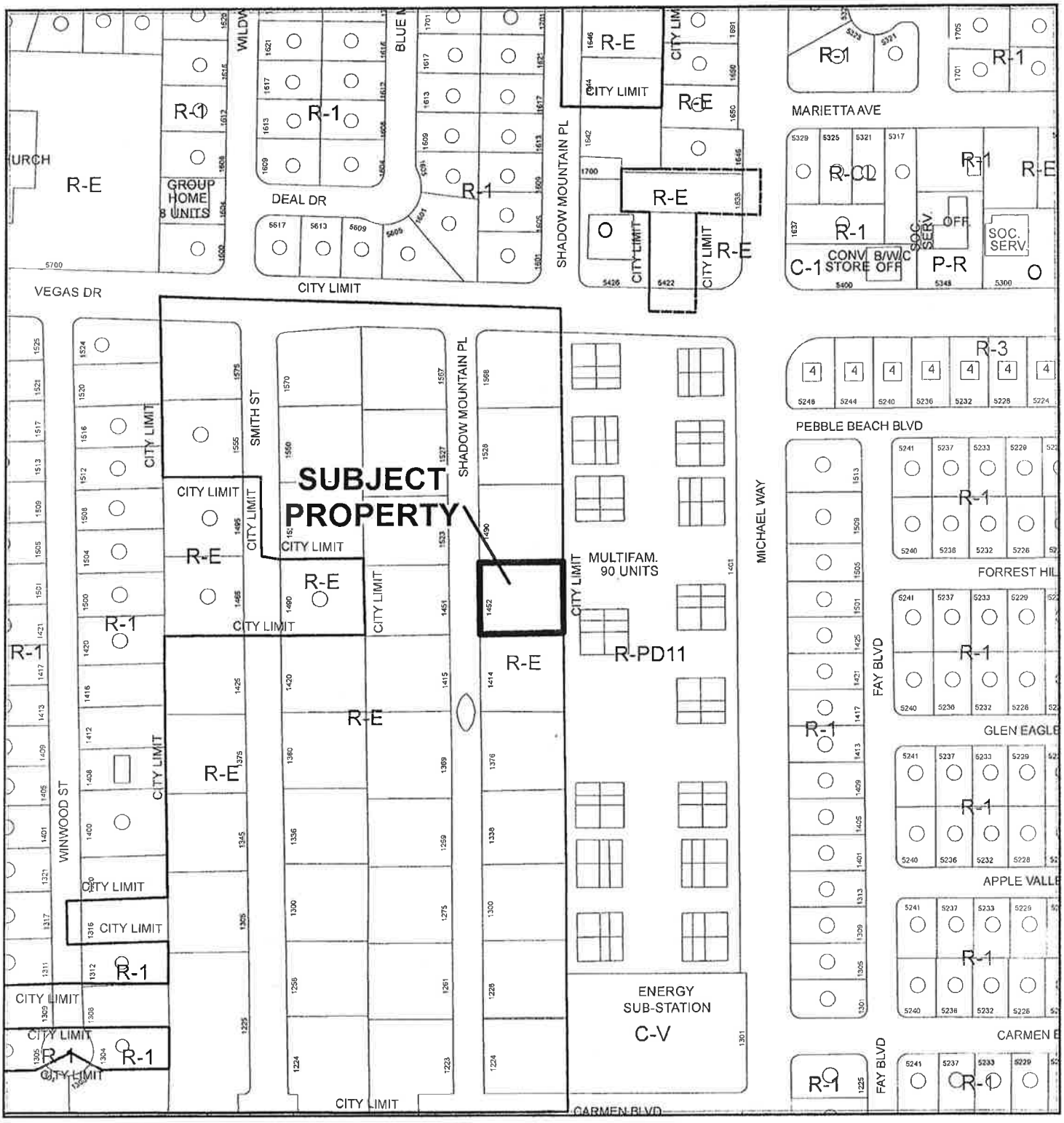
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56294**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-94 - Annexation No. ANX-56296 - Property location: 6350 West Cheyenne Avenue; Petitioned by: Old Lighthouse, LLC, predecessor-in-interest to current owner; Acreage: 1.03 acres; Zoned: C-P (County zoning), P-R (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 6350 West Cheyenne Avenue. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-94 and Location Map

BILL NO. 2014-94

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-56296)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 6350 West Cheyenne Avenue.

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 Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 25, Township 20 South, Range 60 East M.D.M., in the County of Clark State of Nevada, being Lot 4 together with the adjacent 25.00 feet half street right-of-way of Shadow Mountain Place as shown on Book 4 of Plats, Page 70 of Clark County Nevada records.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 2014.

SECTION 7: The described territory, which previously has been zoned C-P (County of Clark classification), is hereby classified as P-O (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 11-3-14
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": _____

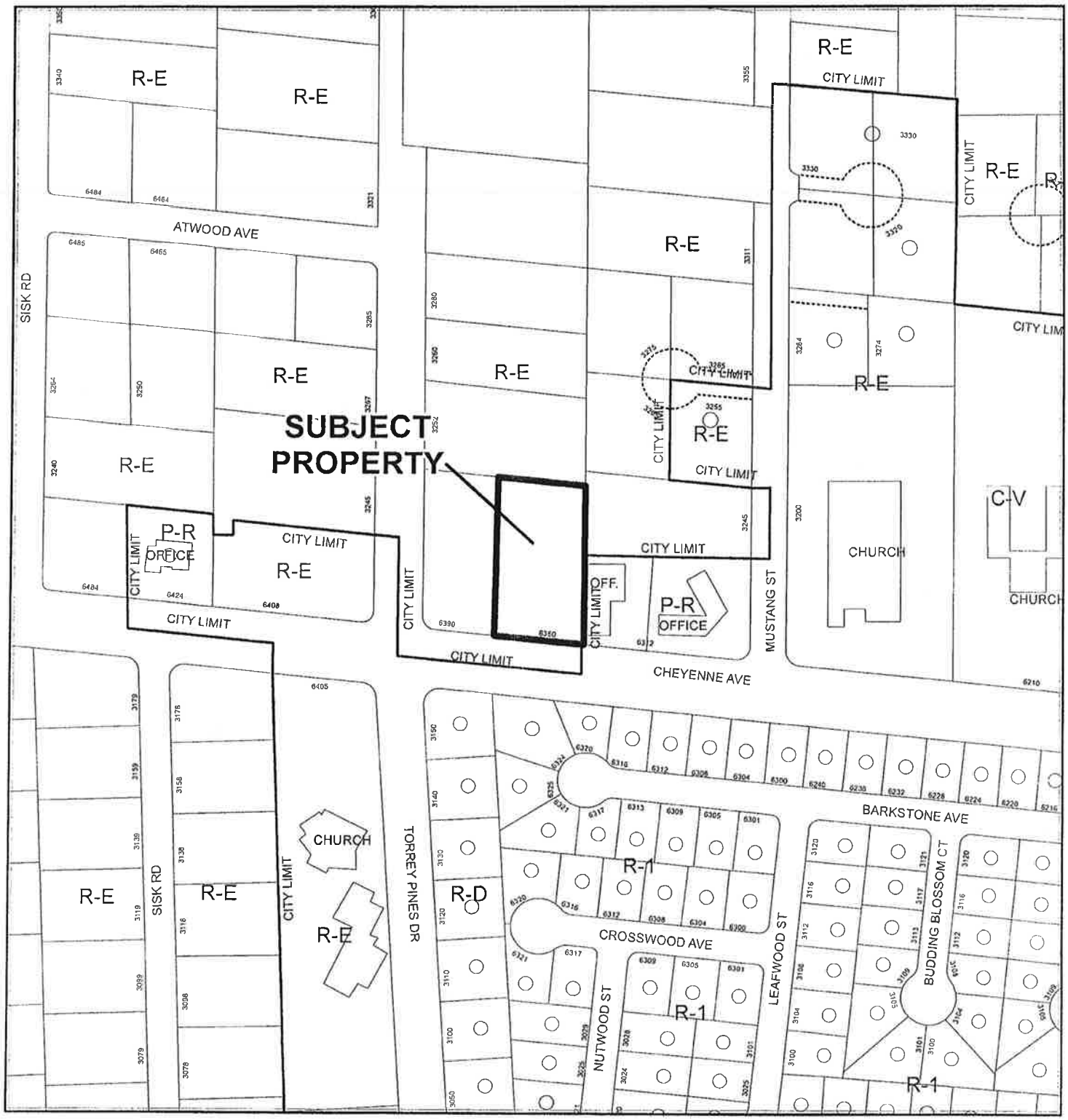
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56296**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-95 - Annexation No. ANX-56298 - Property location: 2855 North Jones Boulevard; Petitioned by: Kenneth Martin, predecessor-in-interest to current property owner; Acreage: 0.66 acres; Zoned: R-E (County zoning), R-E (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 2855 North Jones Boulevard. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-95 and Location Map

BILL NO. 2014-95

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-56298)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 2855 North Jones 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 Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 20 South, Range 60 East M.D.M, Clark County, Nevada, being PARCEL 3 as shown by that map in File 5 of Parcel Maps, Page 50, of Clark County, Nevada Records, together with the adjoining half-street right of way of JONES BOULEVARD (50.00 foot half-street width), described as follows:
>
> COMMENCING at the southeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 14; thence along the east line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 14 and along the centerline of said JONES BOULEVARD, North 06°56'42" West,

315.83 feet to the POINT OF BEGINNING on the easterly projection of the south line of said PARCEL 3; thence departing the east line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 14 and along said easterly projection, North 86°17'55" West, 50.88 feet to the southeast corner of said PARCEL 3; thence along the south line of said PARCEL 3, North 86°17'55" West, 135.63 feet to the southwest corner of said PARCEL 3; thence along the west line of said PARCEL 3, North 06°42'49" West, 158.29 feet to the northwest corner of said PARCEL 3; thence along the north line of said PARCEL 3, South 86°09'00" East, 135.04 feet to the northeast corner of said PARCEL 3; thence along the easterly projection of the north line of said PARCEL 3, South 86°09'00" East, 50.90 feet to the east line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 14; thence along the east line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 14 and along the centerline of said JONES BOULEVARD, South 06°56'42" East, 157.92 feet to the POINT OF BEGINNING.

The Basis of Bearings for this land description is North 06°56'42" West, being the east line of the Northeast Quarter (NE 1/4) of Section 14, Township 20 South, Range 60 East M.D.M, Clark County, Nevada, as shown on that map in File 5 of Parcel Maps, Page 50, 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: 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 present and previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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 11-3-14
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": _____

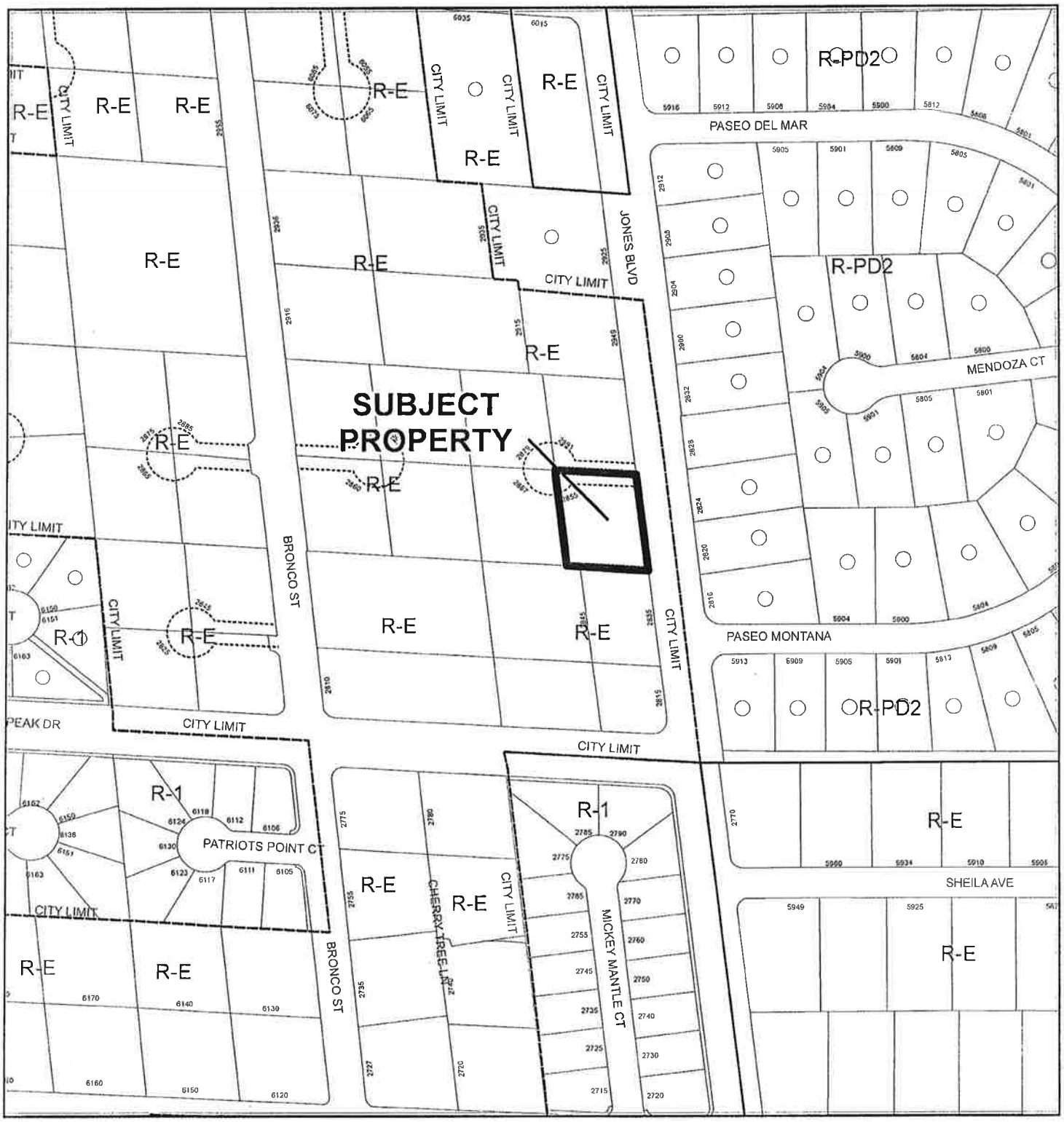
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56298**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-96 - Annexation No. ANX-56301 - Property location: 6100 West Cheyenne Avenue; Petitioned by: Mary W. Lamb, predecessor-in-interest to current owner; Acreage: 2.13 acres; Zoned: C-P (County zoning), C-1 (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 6100 West Cheyenne Avenue. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-96 and Location Map

BILL NO. 2014-96

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-56301)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 6100 West Cheyenne Avenue.

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:

> Those portions of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 11, Township 20 South, Range 60 East M.D.M, Clark County, Nevada, being those parcels of land described as PARCEL A and PARCEL B by that TRUSTEE'S DEED UPON SALE, recorded August 22, 2011 in Book 20110822 as Instrument Number 00148 of Clark County, Nevada Records, together with the adjoining half-street rights of way of CHEYENNE AVENUE (50.00 foot half-street width) and ATWOOD AVENUE (30.00 foot half-street width) described as follows:
>
> . . .

PARCEL 1
The East Half (E 1/2) of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 11.

EXCEPTING THEREFROM the east 30.00 feet of the East Half (E 1/2) of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 11.

PARCEL 2
The east 15.50 feet of the West Half (W 1/2) of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 11.

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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 2014.

SECTION 7: The described territory, which previously has been zoned C-P (County of Clark classification), is hereby classified as C-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.

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 11-3-14
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": _____

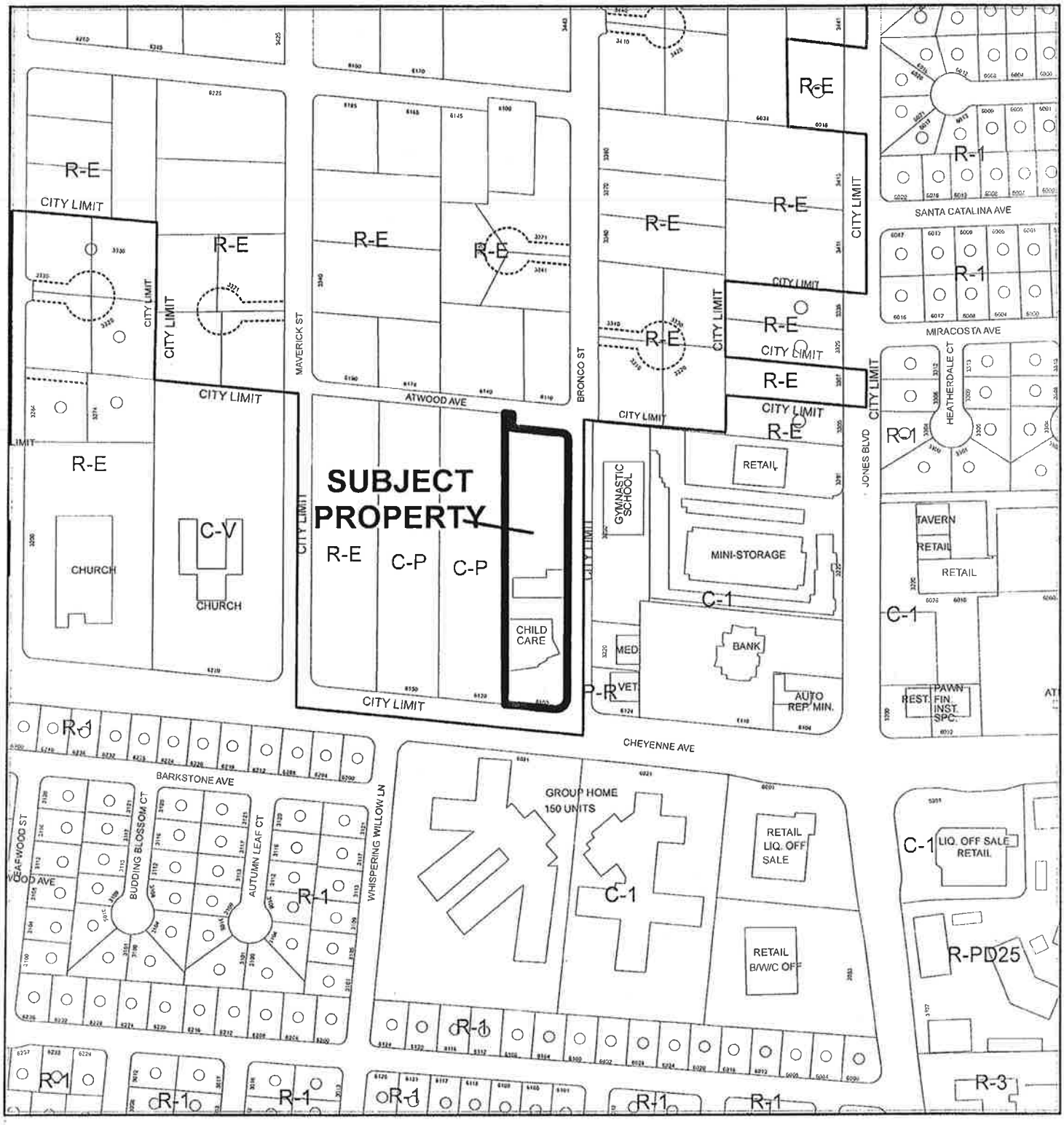
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56301**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-97 - Annexation No. ANX-56302 - Property location: 3788 North Jones Boulevard; Petitioned by: Masjid Ibrahim, Inc.; Acreage: 1.69 acres; Zoned: R-E (County zoning), R-E (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 3788 North Jones Boulevard. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 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. 2014-97 and Location Map

BILL NO. 2014-97

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-56302)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 3788 North Jones 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 Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 1 in BLOCK 8 of Book 4 of Plats, Page 19 together with the adjoining 40.00 foot half street right-of-way of Jones Boulevard and adjoining 30.00 foot half street right-of-way of Edward Avenue described as follows:
>
> BEGINNING at the north one sixteenth corner common to Section 11 and Section 12, said corner also being the centerline intersection of said Jones Boulevard and Edward Avenue; thence along the centerline of said Edward Avenue, North 88°23'15" East 204.63 feet; thence continuing along said centerline, South 36°26'00" East 293.34 feet; thence departing said centerline at right angles,

South 53°34'00" West 30.00 feet to the southwest right-of-way of said Edward Avenue at the southeast corner of said LOT 1; thence along the south line of said LOT 1, North 88°16'50" West 321.91 feet to the east right-of-way of said Jones Boulevard; thence North 88°16'45" West 40.00 feet to the centerline of said Jones Boulevard; thence along the centerline of said Jones Boulevard, and the west line of said Southwest Quarter, North 01°43'15" East 237.31 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: North 01°43'15" East, being the west line of the Northwest Quarter (NW 1/4) of Section 12, Township 20 South, Range 60 East M.D.M. as shown on Book 4 of Plats, Page 19 of Clark County Nevada records.

Prepared by:
Brian Yu, PLS
Dept. of Operations 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 present or previous 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 12th day of December, 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 12th day of December, 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 12th day of December, 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 11-3-14
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": _____

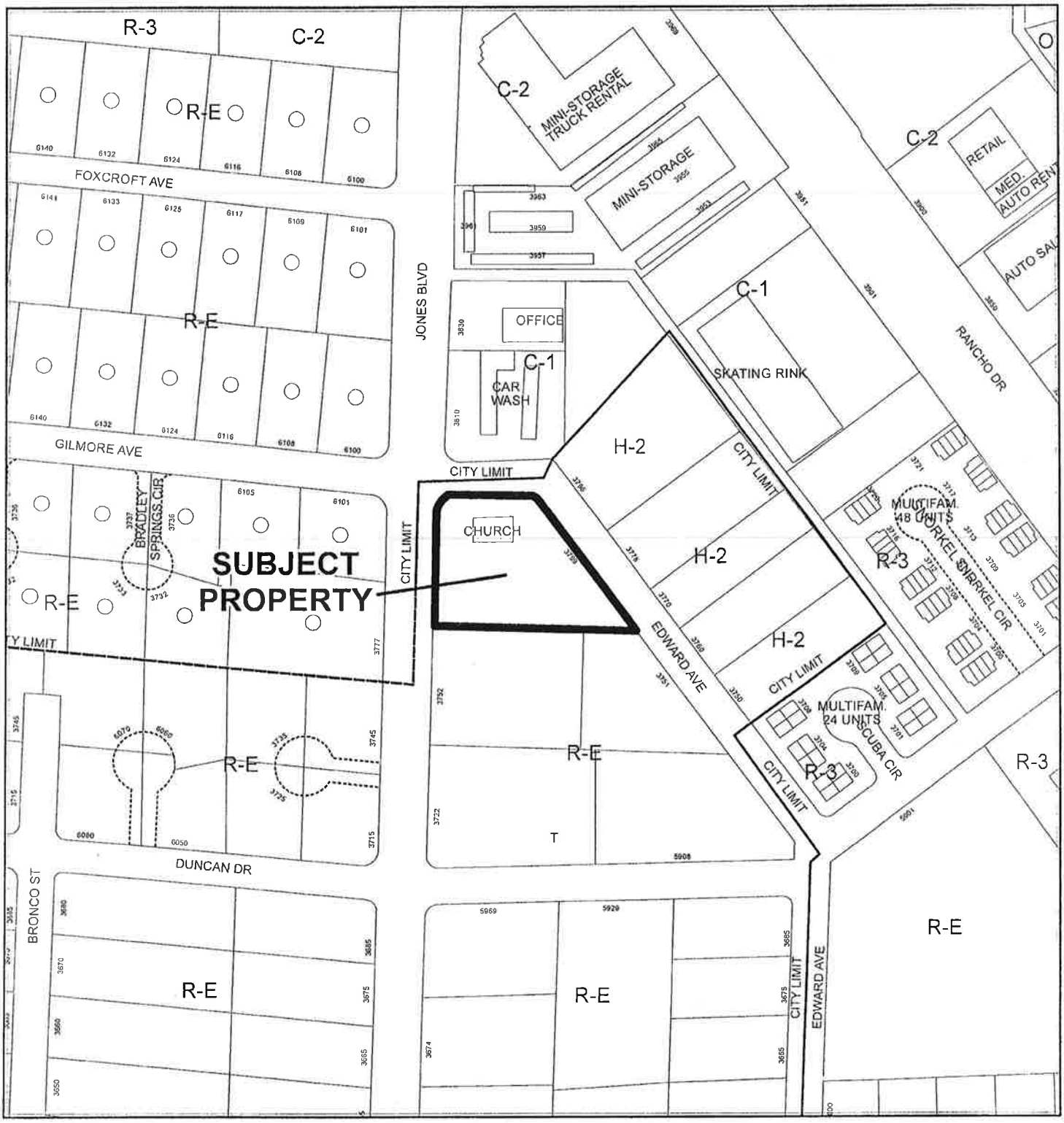
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-56302**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 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.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

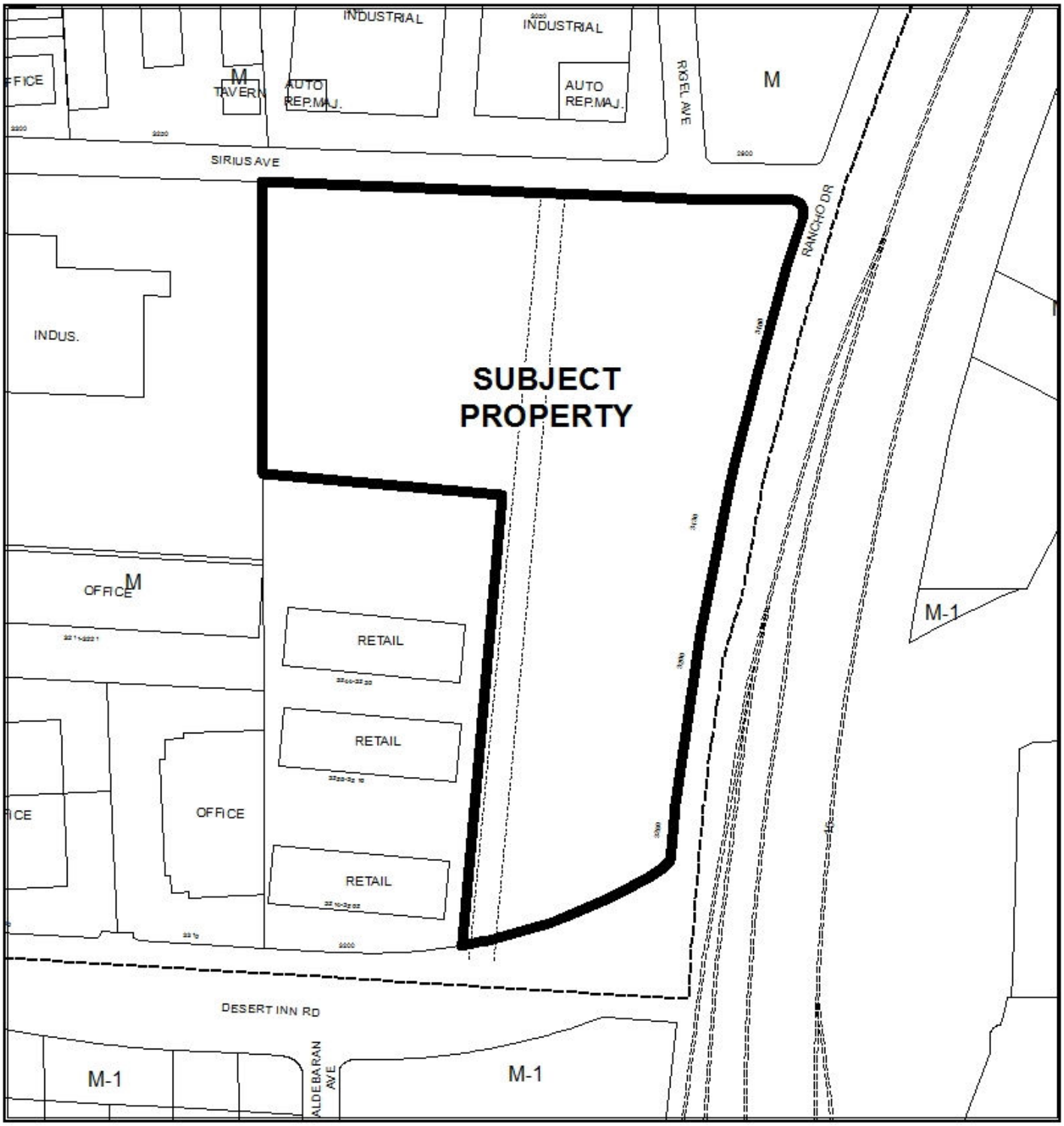
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-56326 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-3100) FOR MULTI-FAMILY RESIDENTIAL UNITS on 15.97 acres at 3049 Sirius Avenue (APN 162-08-418-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-55961]. 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.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps – EOT-56326 and EOT-56327
2. Conditions and Staff Report - EOT-56326 and EOT-56327
3. Supporting Documentation
4. Photos - EOT-56326 and EOT-56327
5. City Council Approval Letter – SUP-3100
6. Justification Letter

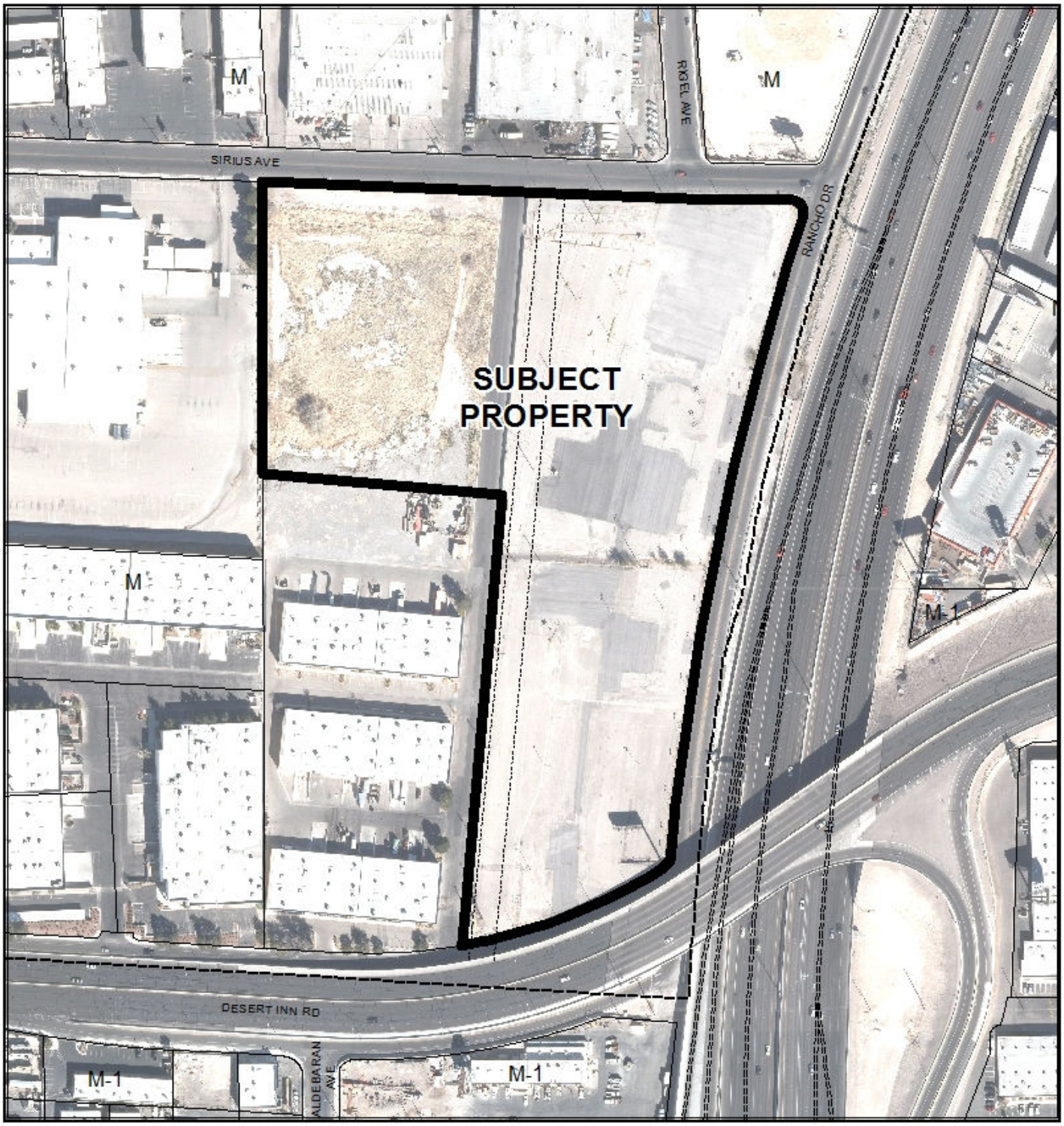


CASE: EOT-56326 AND EOT-56327 (PRJ-55961)

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: EOT-56326 AND EOT-56327 (PRJ-55961)

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-56326	Staff recommends DENIAL, if approved subject to conditions:	N/A
EOT-56327	Staff recommends DENIAL, if approved subject to conditions:	N/A

**** CONDITIONS ****

EOT-56326 CONDITIONS

Planning

1. This Special Use Permit (SUP-3100) shall expire on November 5, 2016 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Special Use Permit (SUP-3100) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-56327 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-3101) shall expire on November 5, 2016 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Site Development Plan Review (SDR-3101) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Special Use Permit (SUP-3100) for Multi-Family Residential Units. There is an associated Site Development Plan Review (SDR-3101) for a Mixed-Use Residential and Commercial Development located at 3049 Sirius Avenue. Since the approval of the Special Use Permit (SUP-3100) and Site Development Plan Review (SDR-3101) in November 2003, the applicant did submit and receive approval in April 2004 for a Final Map Technical Review (FMP-4056) for a one-lot commercial subdivision, which was recorded on July 16, 2004, drawing #107V4057. No building permits have been issued nor have plans been submitted for review for the proposed development. The applicant is requesting an Extension of Time as the economic climate in Las Vegas has not fully improved.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/14/03	The Planning Commission approved a request for a Tentative Map (TMP-2645) for a one-lot commercial subdivision on 21.04 acres located at 3100 and 3200 South Rancho Drive.
11/05/03	The City Council approved a request to amend a portion of the Southwest Sector Plan of the General Plan (GPA-3005) from LI/R (Light Industry/Research) to SC (Service Commercial) on 21.04 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. The Planning Commission recommended approval and staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 21.04 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. The Planning Commission recommended approval and staff recommended approval.
	The City Council approved a related request for a Special Use Permit (SUP-3100) for Multi-Family Residential Units on 21.04 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. The Planning Commission recommended approval and staff recommended approval.
11/20/03	The Planning Commission approved a request for a Site Development Plan Review (SDR-3101) for a Mixed-Use Residential and Commercial Development on 21.04 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
04/02/04	The Department of Planning approved a request for a Final Map Technical Review (FMP-4056) for a one-lot commercial subdivision on 21.04 acres located at 3100 and 3200 South Rancho Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/19/05	The City Council approved a request for an Extension of Time (EOT-9267) of a previously approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
10/19/05	The City Council approved a related request for an Extension of Time (EOT-9268) of a previously approved Special Use Permit (SUP-3100) for Multi-Family Residential Units on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
10/20/05	The Planning Commission approved a request for an Extension of Time (EOT-9305) for a proposed Mixed-Use Residential and Commercial Development on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial, or Public facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
12/05/07	The City Council approved a request for an Extension of Time (EOT-25183) of an approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres at 3049 Sirius Avenue. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-25184) of an approved Site Development Plan Review (SDR-3101) for a proposed Mixed-Use Residential and Commercial Development on 15.97 acres at 3049 Sirius Avenue. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-25185) of an approved Special Use Permit (SUP-3100) for a proposed Mixed-Use Development on 15.97 acres at 3049 Sirius Avenue. Staff recommended approval.
12/17/08	The City Council approved a request for an Extension of Time (EOT-31493) of an approved Site Development Plan Review (SDR-3101) for a Mixed-Use Residential and Commercial Development on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-31495) of an approved Special Use Permit (SUP-3100) for Multi-Family Residential Units on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-31496) of an approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/28/10	A Code Enforcement case (86027) was processed for someone living in an RV with waste running down the property at 3049 Sirius Avenue. Code Enforcement closed the case on 02/10/10.
12/01/10	The City Council approved a request for an Extension of Time (EOT-39988) of an approved Special Use Permit (SUP-3100) for Multi-Family Residential Units on 15.97 at 3049 Sirius Avenue. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-39989) of an approved Site Development Plan Review (SDR-3101) for a Mixed-Use Residential and Commercial Development on 15.97 acres at 3049 Sirius Avenue. Staff recommended approval.
12/19/12	The City Council approved a request for an Extension of Time (EOT-47353) of an approved Special Use Permit (SUP-3100) for Multi-Family Residential Units on 15.97 at 3049 Sirius Avenue. Staff recommended denial.
	The City Council approved a request for an Extension of Time (EOT-47352) of an approved Site Development Plan Review (SDR-3101) for a Mixed-Use Residential and Commercial Development on 15.97 at 3049 Sirius Avenue. Staff recommended denial.

Most Recent Change of Ownership	
11/21/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits issued nor have plans been submitted for review for the proposed project. There are no current business licenses issued for the subject site.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/15/14	Staff conducted a field check of the undeveloped subject site surrounded by chain link fencing, razor wire, block walls and wrought iron gates. The site also has over grown weeds and broken glass dispersed throughout.

Details of Application Request	
Site Area	
Gross Acres	15.97

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	C (Commercial)	C-1 (Limited Commercial)
North	Auto Repair Garage, Major	LI/R (Light Industry/Research)	M (Industrial)
	Undeveloped	SC (Service Commercial)	
South	General Retail Store, Other than Listed/Office, Other than Listed	CT (Commercial Tourist) – Clark County	M-1 (Light Manufacturing) – Clark County
East	I-15 (Right-of-way)	ROW (Right-of-way)	ROW (Right-of-way)
West	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		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet and 175 feet)	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 sixth request for an Extension of Time of a previously approved Special Use Permit (SUP-3100) for Multi-Family Residential Units and an associated Site Development Plan Review (SDR-3101) for a Mixed-Use Residential and Commercial Development located at 3049 Sirius Avenue. No plans have been submitted for review nor any building permits been issued for the proposed development.

Title 19.16.110 and Title 19.16.100 of the Unified Development Code deem a Special Use Permit and Site Development Plan Review exercised upon the issuance of a building permit for new construction.

FINDINGS

The Special Use Permit (SUP-3100) and Site Development Plan Review (SDR-3101) have not been exercised in accordance with the requirements of Title 19.16.110 and Title 19.16.100 of the Unified Development Code as no building permits have been issued for new construction. The applicant is requesting an Extension of Time as the economic climate in Las Vegas has not fully improved. Staff is recommending denial of these requests, as local conditions have changed and the proposed development may no longer be appropriate. A new Site Development Plan Review is needed to access the impact on adjacent properties. If approved, conformance to the conditions of approval of Site Development Plan Review (SDR-3101) and Special Use Permit (SUP-3100) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

EOT-56326

Case Number: SUP-3100 (EOT-47353) APN: 162-08-418-002

Name of Property Owner: Integral Partners Park Place Center - Las Vegas, LLC

Name of Applicant: Fisher Brothers Las Vegas, LLC

Name of Representative: Jennifer Lazovich, Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Winston Fisher

Subscribed and sworn before me

This 29th day of September, 2014

Elisa Morales

Notary Public in and for said County and State

ELISA MORALES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6272631
Qualified In Kings County
My Commission Expires November 19, 2016

PRJ-55961
10/02/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for SUP-3100 (EOT-47353)

Project Address (Location): Desert Inn and I-15

Project Name: Project New Vegas — Proposed Use: Mixed Use

Assessor's Parcel #(s): 162-08-418-002 — Ward #: 1

General Plan: existing _____ proposed n/a — Zoning: existing C-1 proposed n/a

Commercial Square Footage _____ — Floor Area Ratio _____

Gross Acres 31± — Lots/Units _____ — Density _____

Additional Information _____

PROPERTY OWNER Integral Partners Park Place Center - Las Vegas, LLC — Contact: Phillip Brohn

Address: 299 Park Avenue — Phone: 212-940-6262 — Fax: 646-884-5721

City: New York — State: NY — Zip: 10171

E-mail Address: n/a

APPLICANT Fisher Brothers Las Vegas, LLC — Contact: Phillip Brohn

Address: 299 Park Avenue — Phone: 212-940-6262 — Fax: 646-884-5721

City: New York — State: NY — Zip: 10171

E-mail Address: n/a

REPRESENTATIVE Kaempfer Crowell — Contact: Jennifer Lazovich

Address: 8345 W. Sunset Road, Suite 250 — Phone: 702-792-7000 — Fax: 702-796-7181

City: Las Vegas — State: NV — Zip: 89113

E-mail Address: JJL@kcnvlaw.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 Winston Fisher

Subscribed and sworn before me

This 29th day of September, 20 14.

Elisa Morales

Notary Public in and for said County and State

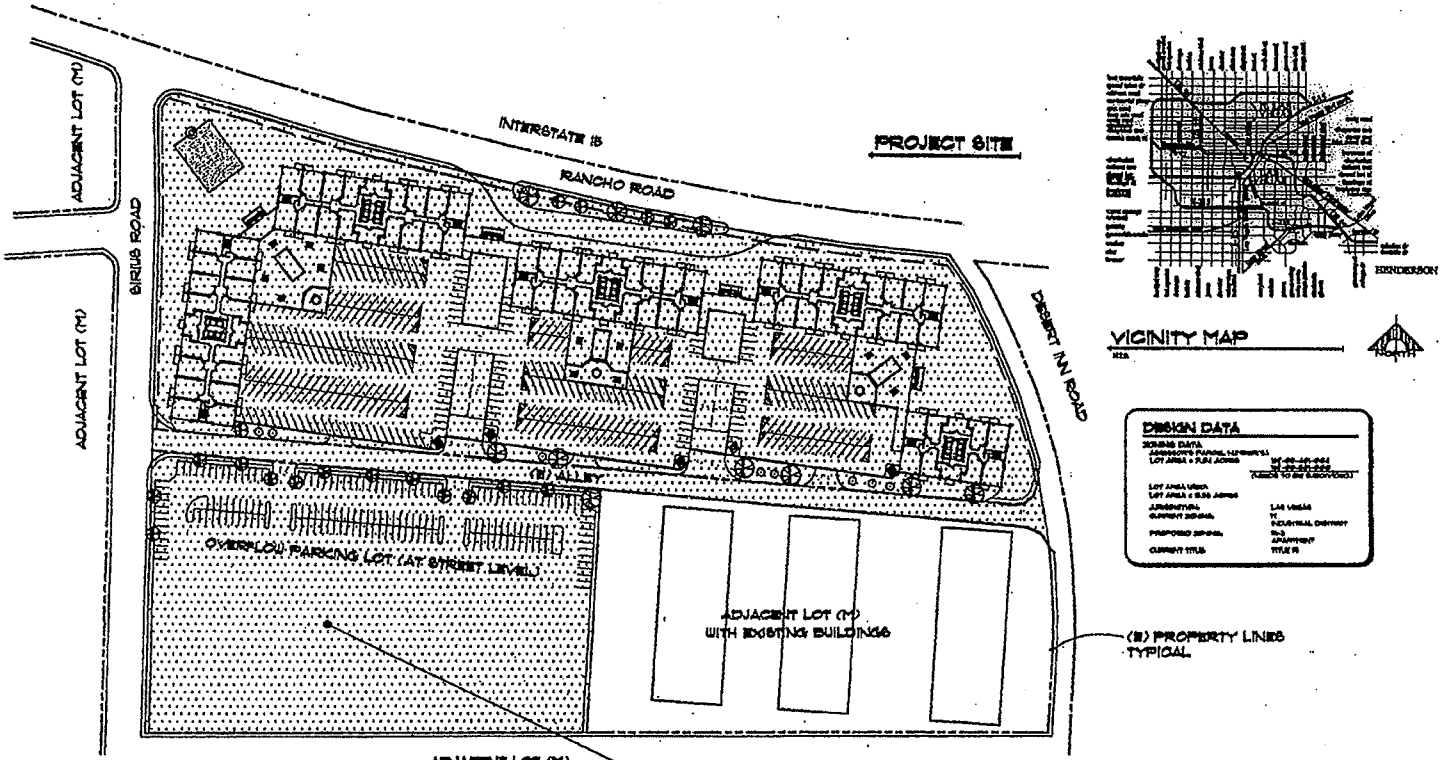
ELISA MORALES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6272631
Qualified in Kings County
My Commission Expires November 19, 2016

FOR DEPARTMENT USE ONLY

Case #	EOT-56326
Meeting Date:	11/19/14 CC
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 compliance with applicable sections of the Zoning Ordinance.

PR-59961
10/02/14

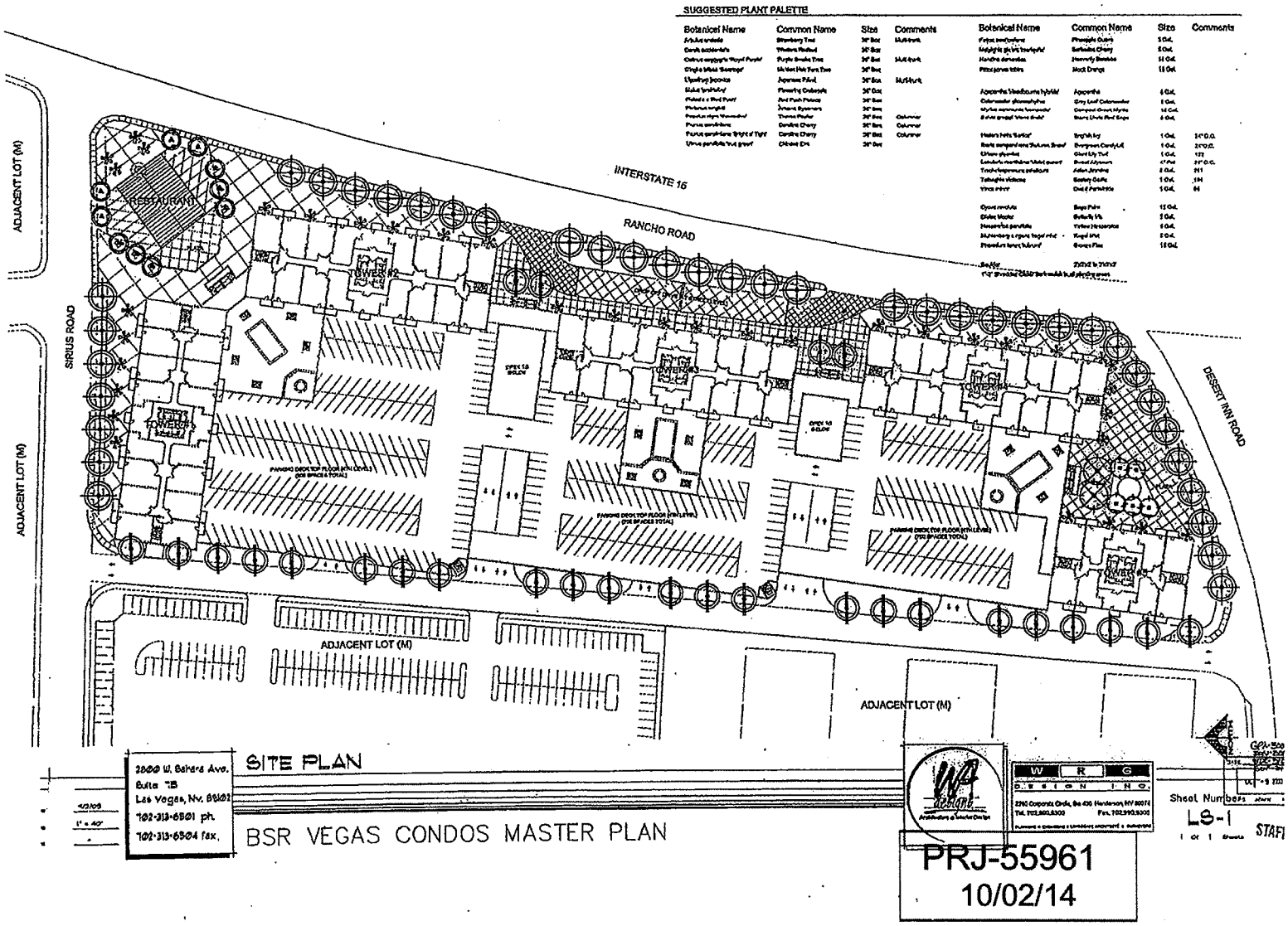


PRJ-55961
10/02/14

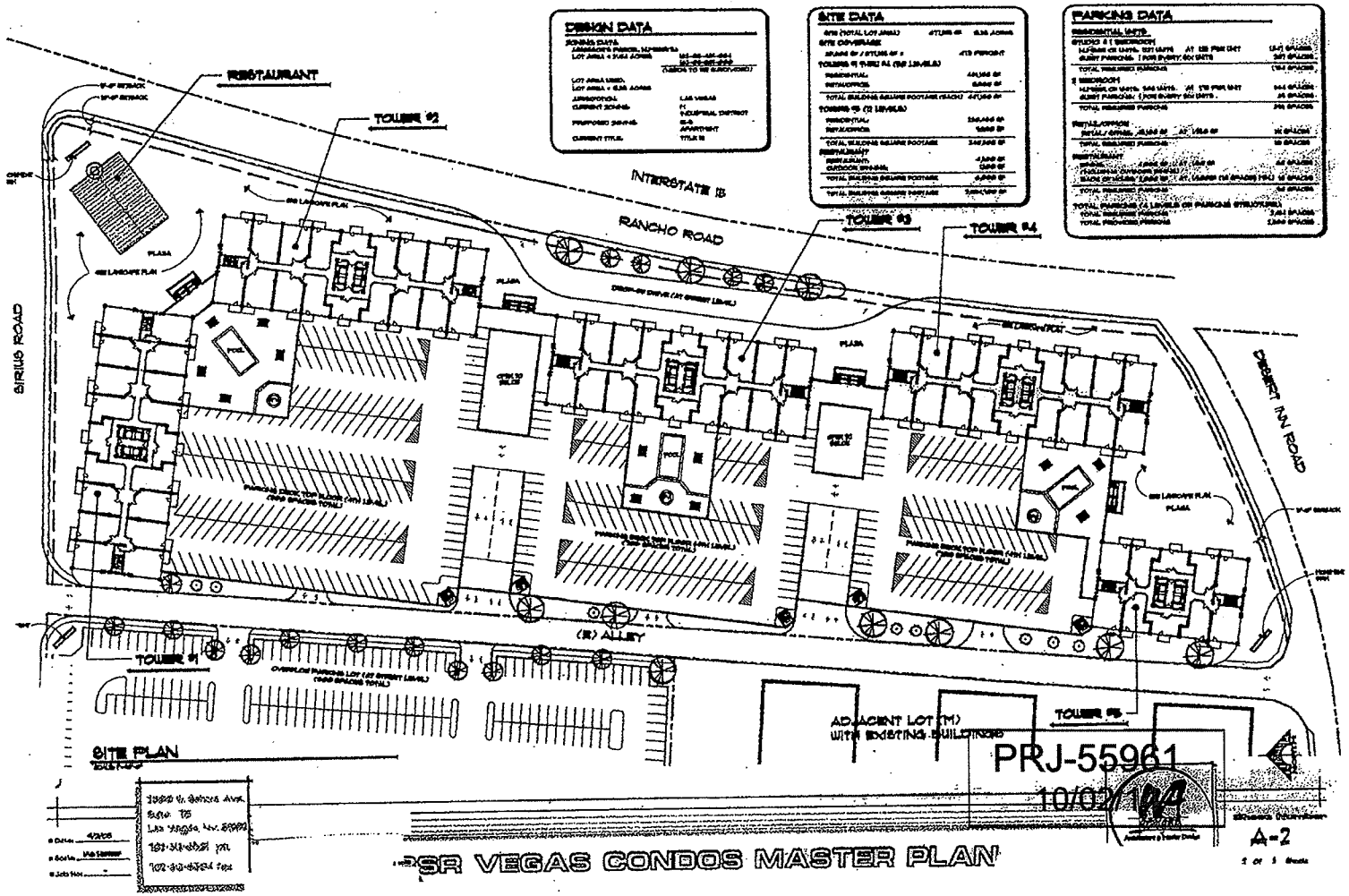
BSR VEGAS CONDOS MASTER PLAN

Sheet Number
A-1

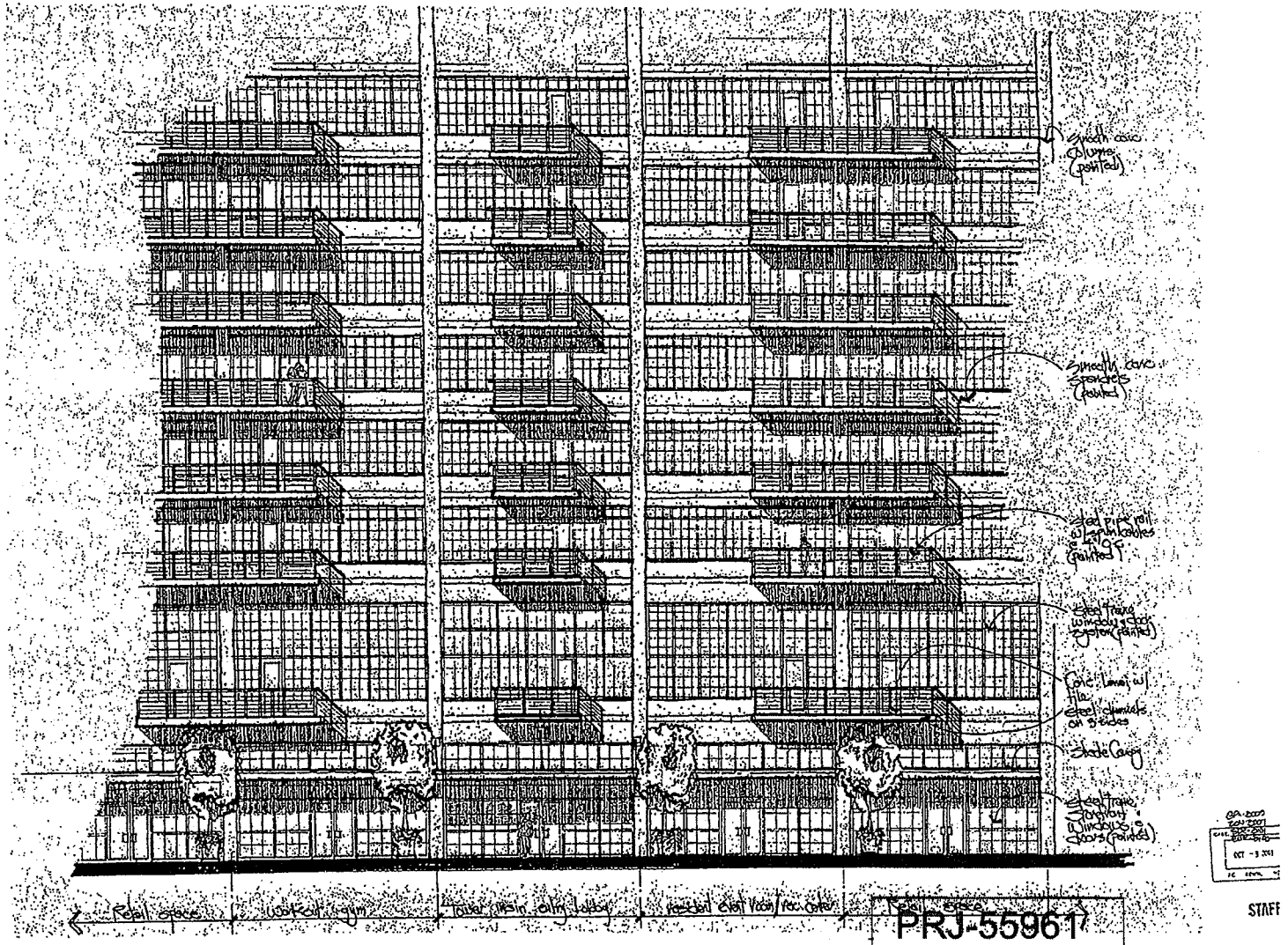
EOT-56326


SUGGESTED PLANT PALETTE
Botanical Name
Common Name
Size
Comments
Botanical Name
Common Name
Size
Comments
INTERSTATE 15
RANCHO ROAD
DESERT INN ROAD
SIRIUS ROAD
ADJACENT LOT (M)
ADJACENT LOT (M)
ADJACENT LOT (M)
ADJACENT LOT (M)
RESTAURANT
TOWER #2
TOWER #3
TOWER #4
TOWER #5
TOWER #6
OPEN TO BELOW
OPEN TO BELOW
OPEN TO BELOW
PARKING DECK TOP FLOOR (6TH LEVEL)
PARKING DECK TOP FLOOR (6TH LEVEL)
PARKING DECK TOP FLOOR (6TH LEVEL)
2800 W. Sahara Ave.
Suite 1B
Las Vegas, Nv. 89102
702-313-6801 ph.
702-313-6804 fax.
SITE PLAN
BSR VEGAS CONDOS MASTER PLAN
W R G
DESIGN INC.
Sheet Number
LS-1
PRJ-55961
10/02/14

EOT-56326


DESIGN DATA
SITE DATA
PARKING DATA
RESTAURANT
TOWER #2
INTERSTATE 15
RANCHO ROAD
TOWER #3
TOWER #4
SIRIUS ROAD
DESERT INN ROAD
(E) ALLEY
TOWER #1
ADJACENT LOT (TYP.)
WITH EXISTING BUILDINGS
TOWER #5
SITE PLAN
PRJ-55961
10/02/19
A-2
LAS VEGAS CONDOS MASTER PLAN

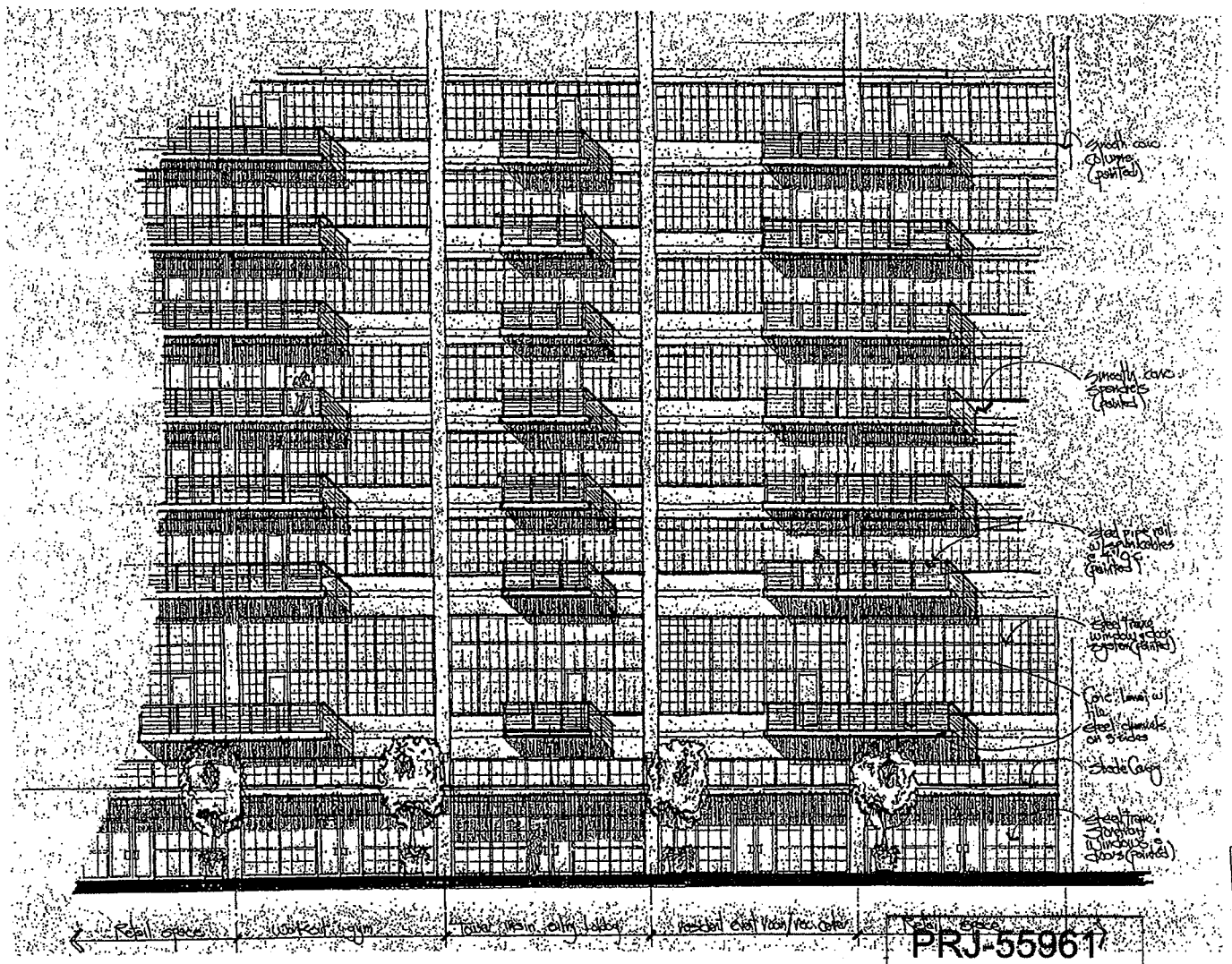
EOT-56326



PRJ-55961
10/02/14

STAFF

EOT-56326



PRJ-55961
10/02/14

STAFF

EOT-56326

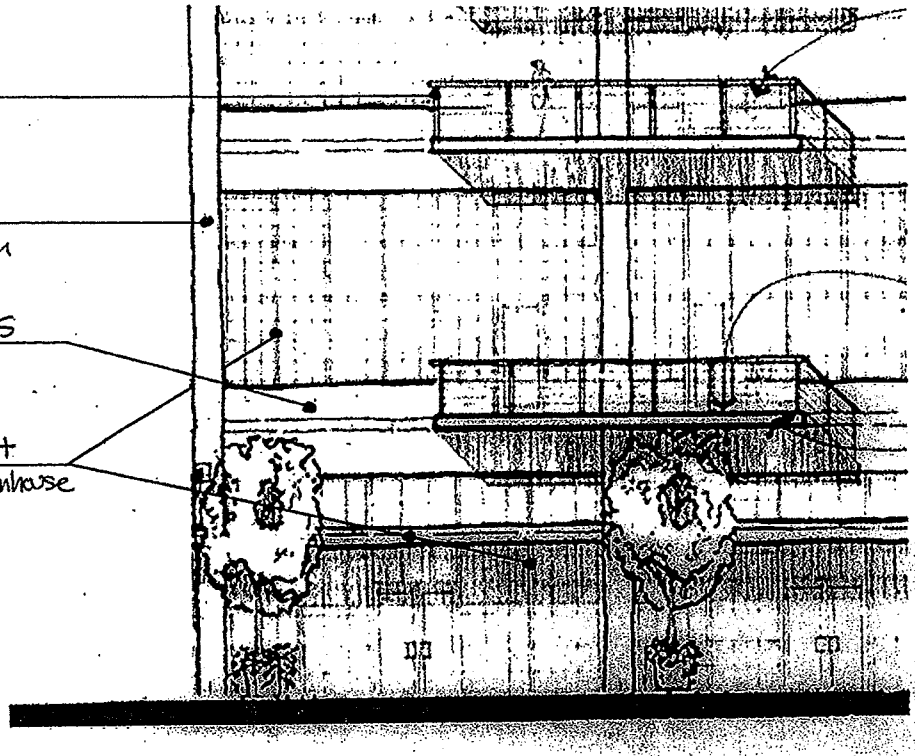
PAINT SELECTIONS

Guardrails
Color: Village blue

Vert. columns
Color: Onionskin Tan

Horz. Spandrels
Color: copper penny

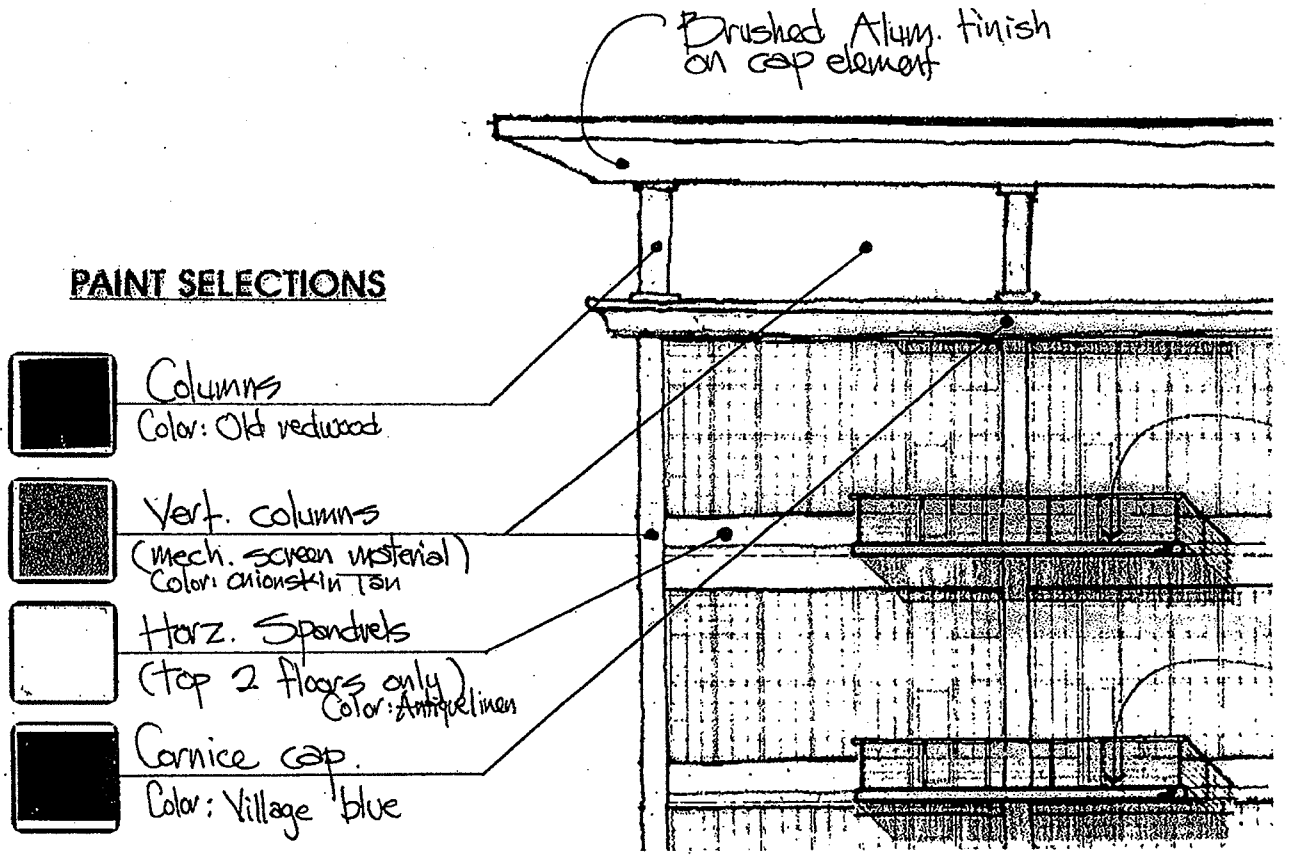
Window frames + Canopy. color: Greenhouse



LAS VEGAS CONDOS

PRJ-55961
10/02/14

EOT-56326



ESR VEGAS CONDOS

PRJ-55961
10/02/14

EOT-56326



EOT-56326 & EOT-56327 - APPLICANT: FISHER BROTHER LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC
3049 SIRIUS AVENUE

10/15/14



EOT-56326 & EOT-56327 - APPLICANT: FISHER BROTHER LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC
3049 SIRIUS AVENUE

10/15/14



EOT-56326 & EOT-56327 - APPLICANT: FISHER BROTHER LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC
3049 SIRIUS AVENUE

10/15/14



EOT-56326 & EOT-56327 - APPLICANT: FISHER BROTHER LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC
3049 SIRIUS AVENUE

10/15/14



EOT-56326 & EOT-56327 - APPLICANT: FISHER BROTHER LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC
3049 SIRIUS AVENUE

10/15/14



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

January 7, 2004

Mr. Alberto Jauregui
Fletcher Jones Sr. Trust, et al
175 East Reno Avenue, Suite C-6
Las Vegas, Nevada 89119

RE: SUP-3100 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 5, 2003
RELATED TO GPA-3005 & ZON-3007

Dear Mr. Jauregui:

The City Council at a regular meeting held November 5, 2003 APPROVED the request for a Special Use Permit for MULTIFAMILY RESIDENTIAL UNITS on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001). The Notice of Final Action was filed with the Las Vegas City Clerk on November 6, 2003. This approval is subject to:

Planning and Development

1. A General Plan Amendment (GPA-3005) to an SC (Service Commercial) land use designation, a Rezoning (ZON-3007) to C-1 (Limited Commercial) zoning district, and a Site Development Review (SDR 3101).

2. Approval of a text amendment allowing residential uses in commercial districts outside of the Downtown Las Vegas Redevelopment Area.

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

Public Works

4. All site-related conditions of approval of Zoning Reclassification ZON-3007 and Site Development Plan Review SDR-3101 shall apply.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: See Attached List

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-6/03

RECEIVED
OCT 30 2012
EOT-47353
City of Las Vegas
Department of Planning

PRJ-59961
10/02/14

EOT-56326

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Carlos Huerta
B.S.R.
42 Candlewyck Drive
Henderson, Nevada 89052

Mr. Carlos Huerta
Go Global Commercial Real Estate
42 Candlewyck Drive
Henderson, Nevada 89052

RECEIVED
OCT 30 2012
EOT-47353
City of Las Vegas
Department of Planning

PRJ-55961
10/02/14

EOT-56326

KAEMPFER CROWELL

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

October 2, 2014

VIA HAND DELIVERY

Thomas Perrigo
DIRECTOR
LAS VEGAS PLANNING DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Extension of Time for SDR-3101 & SUP-3100

Dear Mr. Perrigo:

Please be advised, this office represents the ownership of the approximately 15 acre site generally located near Desert Inn Road and Rancho Drive (the "Site"). The owners also own a substantial amount of property north of the Site. In 2003, a site plan review and special use permit was approved for the Site which would allow a mixed use project consisting of commercial and residential. There are 1,445 residential units located in 5 towers. The plan also provided a commercial component of 45,000 square feet at the ground level.

Unfortunately, the economic climate in Las Vegas has still not fully improved and therefore, we are respectfully requesting approval of another extension of time for these applications. The owner remains committed to development of the Site and believes that extension of the mixed use project is very important to the marketability of the Site. Since the last approval for the extension of time, the following marketing efforts have taken place:

- List the property in Propertyline, Co-Star, Loopnet, Xceligent, Applied Analysis, (all national MLS sites for commercial properties & Local commercial listing service;
- Weekly Eblast to all the local and national brokers;
- Listed on the Cushman & Wakefield network - Local & national;
- Marketing fliers;
- Continue use of on site signage;
- Meetings with City of Las Vegas Redevelopment Agency on prospective opportunities; and
- Advertisement in trade magazines that highlight retail, industrial and office.

PRJ-55961
10/02/14

EOT-56326

Thank you for your consideration of this request. Please let me know if you have any questions.

Sincerely,

KAEMPFER CROWELL

Jennifer Lazovich

JJL/sfm

cc: Philip Brohn

PRJ-55961
10/02/14

EOT-56326

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-56327 - EXTENSION OF TIME RELATED TO EOT-56326 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-3101) FOR A PROPOSED MIXED-USE RESIDENTIAL AND COMMERCIAL DEVELOPMENT on 15.97 acres at 3049 Sirius Avenue (APN 162-08-418-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-55961]. 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.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter – SDR-3101
4. Justification Letter

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

EOT-56327

Case Number: SDR-3101 (EOT-47352) APN: 162-08-418-002

Name of Property Owner: Integral Partners Park Place Center - Las Vegas, LLC

Name of Applicant: Fisher Brothers Las Vegas, LLC

Name of Representative: Jennifer Lazovich, Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Winston Fisher

Subscribed and sworn before me

This 29th day of September, 2014

Elisa Morales

Notary Public in and for said County and State

ELISA MORALES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6272631
Qualified in Kings County
My Commission Expires November 19, 2016

PRJ-55961
10/02/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for SDR-3101 (EOT-47352)

Project Address (Location) Desert Inn and I-15

Project Name Project New Vegas — Proposed Use Mixed Use

Assessor's Parcel #(s) 162-08-418-002 — Ward # 1

General Plan: existing ____ proposed n/a — Zoning: existing C-1 proposed n/a

Commercial Square Footage ____ — Floor Area Ratio ____

Gross Acres 31± — Lots/Units ____ — Density ____

Additional Information ____

PROPERTY OWNER Integral Partners Park Place Center - Las Vegas, LLC — Contact Phillip Brohn

Address 299 Park Avenue — Phone: 212-940-6262 — Fax: 646-884-5721

City New York — State NY — Zip 10171

E-mail Address n/a

APPLICANT Fisher Brothers Las Vegas, LLC — Contact Phillip Brohn

Address 299 Park Avenue — Phone: 212-940-6262 — Fax: 646-884-5721

City New York — State NY — Zip 10171

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell — Contact Jennifer Lazovich

Address 8345 W. Sunset Road, Suite 250 — Phone: 702-792-7000 — Fax: 702-796-7181

City Las Vegas — State NV — Zip 89113

E-mail Address JJL@kcnvlaw.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 Winston Fisher

Subscribed and sworn before me

This 29th day of September, 20 14.

Elisa Morales

Notary Public In and for said County and State

ELISA MORALES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6272631
Qualified In Kings County
My Commission Expires November 19, 2016

FOR DEPARTMENT USE ONLY

Case #	EOT-56237
Meeting Date:	11/19/14 CC
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.

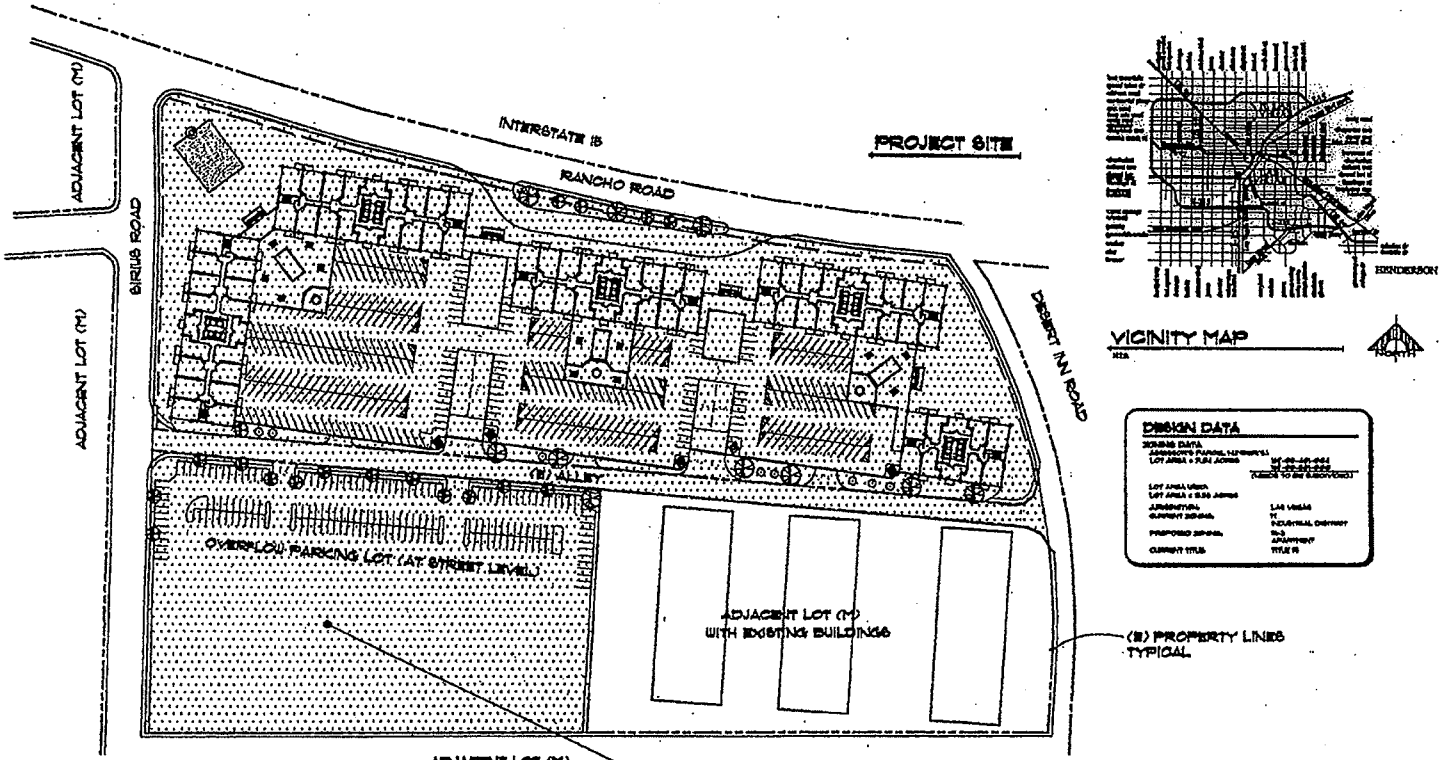
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PRJ-55961
10/02/14

Revised 10/27/08

1517201

15167.1

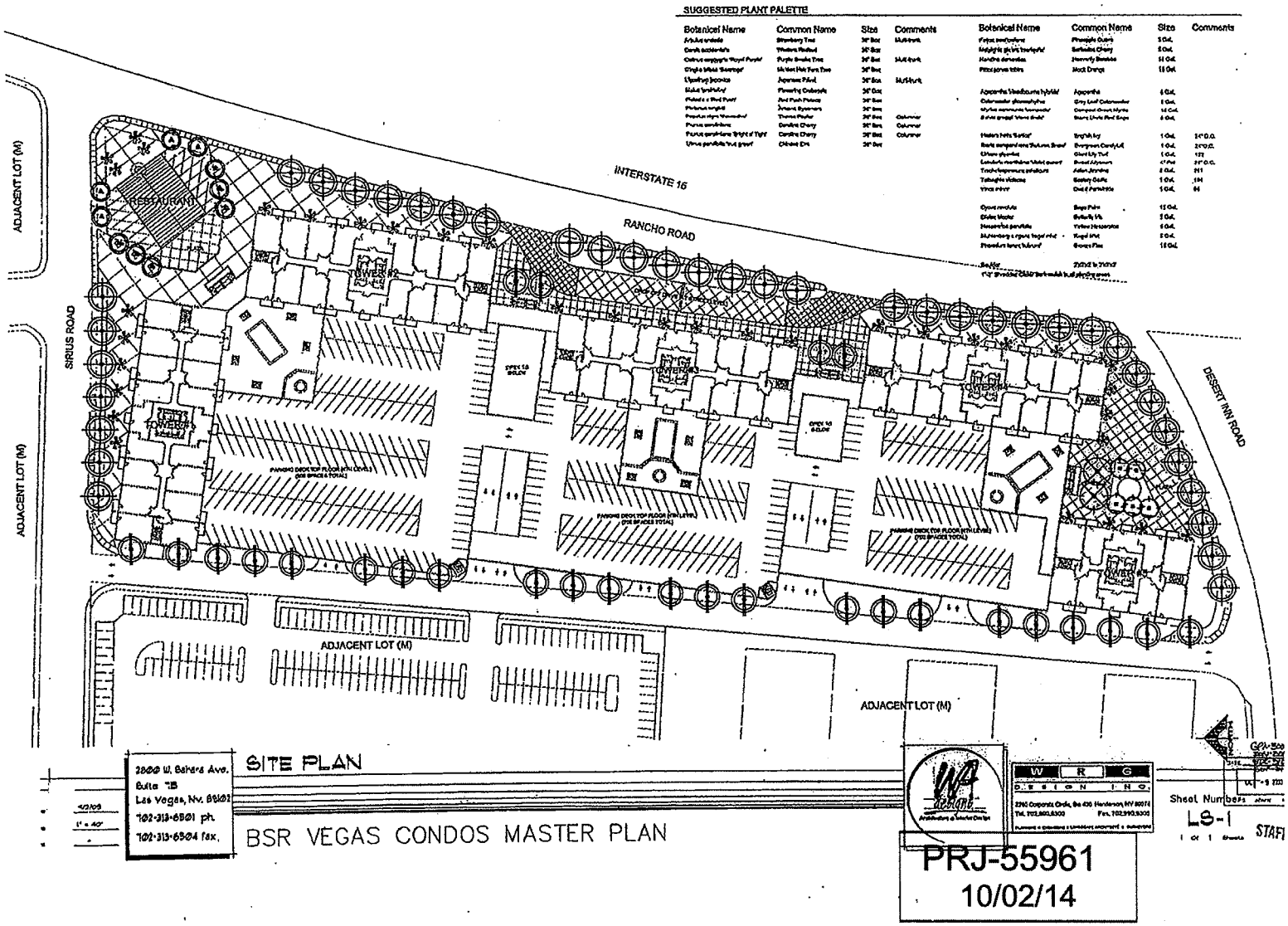


PRJ-55961
10/02/14

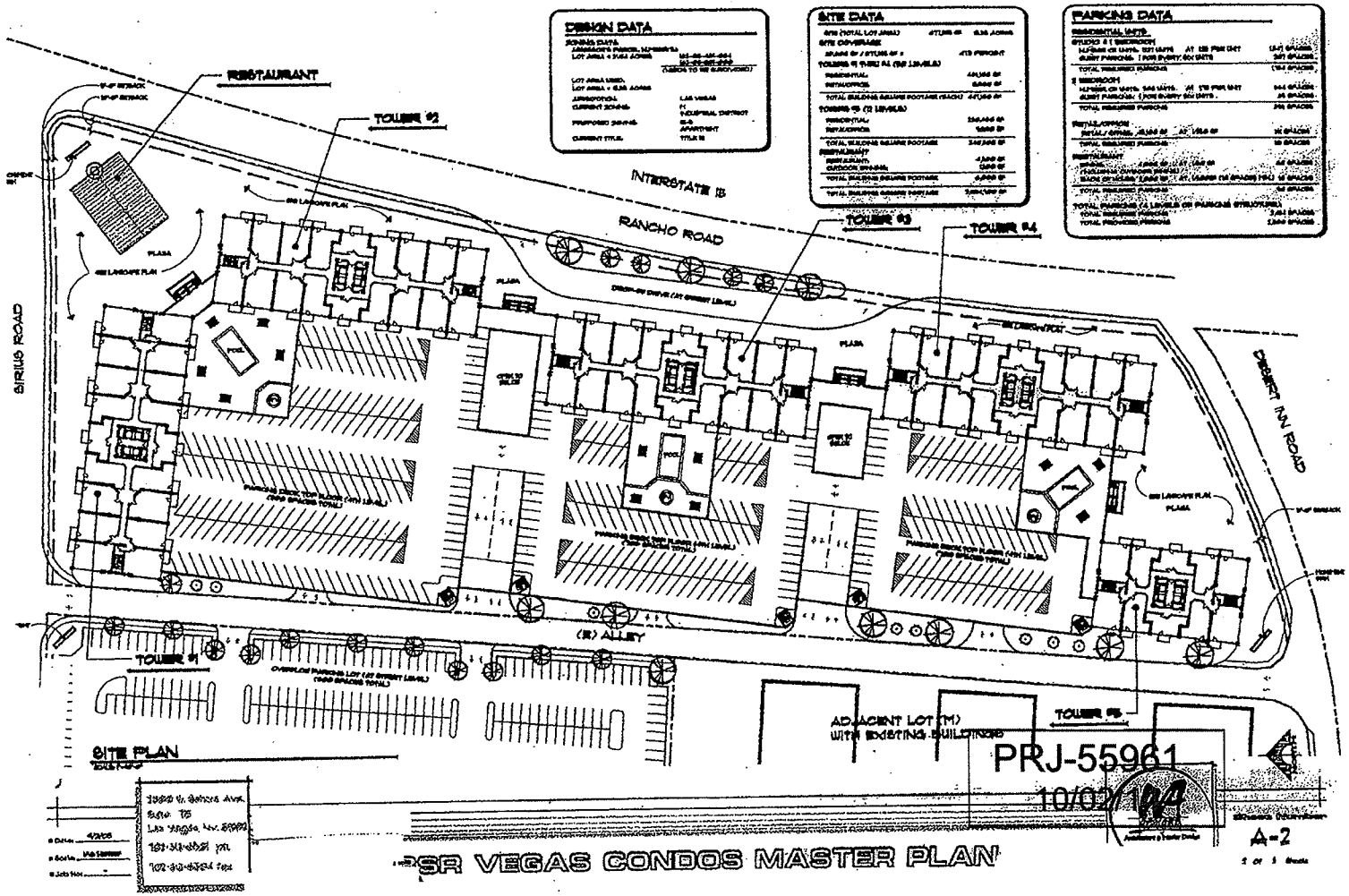
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Sheet Number
A-1

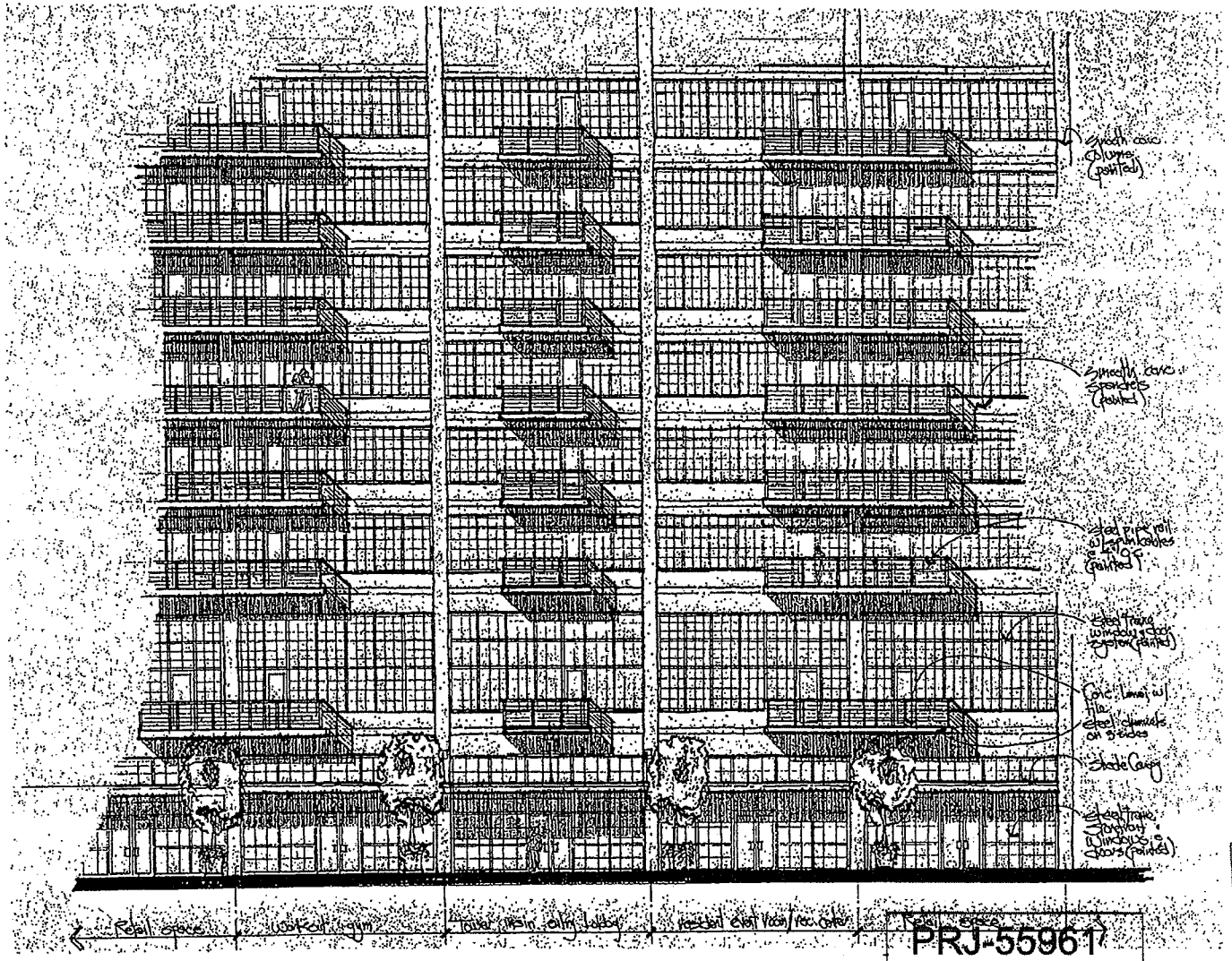
EOT-56327


SUGGESTED PLANT PALETTE
Botanical Name
Common Name
Size
Comments
INTERSTATE 15
RANCHO ROAD
SIRIUS ROAD
DESERT INN ROAD
ADJACENT LOT (M)
RESTAURANT
TOWER #1
TOWER #2
TOWER #3
TOWER #4
TOWER #5
OPEN TO BELOW
ADJACENT LOT (M)
ADJACENT LOT (M)
2800 W. Sahara Ave.
Suite 1B
Las Vegas, Nv. 89102
702-313-6801 ph.
702-313-6804 fax.
SITE PLAN
BSR VEGAS CONDOS MASTER PLAN
W R G
DESIGN INC.
Sheet Number
LS-1
PRJ-55961
10/02/14

EOT-56327


DESIGN DATA
SITE DATA
PARKING DATA
RESTAURANT
TOWER #2
INTERSTATE 15
RANCHO ROAD
TOWER #3
TOWER #4
SIRIUS ROAD
DESERT INN ROAD
(E) ALLEY
TOWER #1
TOWER #5
ADJACENT LOT (TYP.)
WITH EXISTING BUILDINGS
SITE PLAN
PRJ-55961
10/02/19
A-2
SR VEGAS CONDOS MASTER PLAN

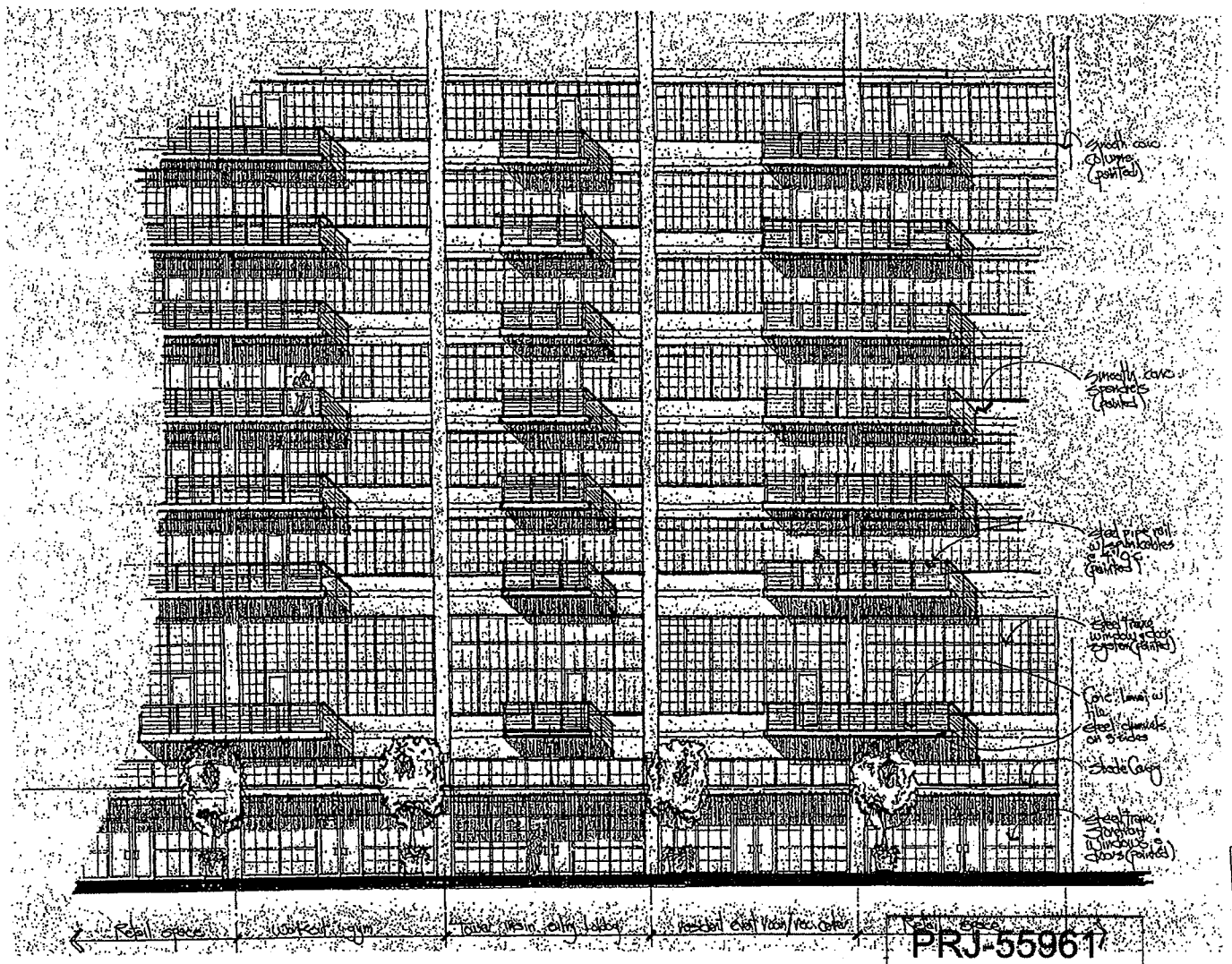
EOT-56327



PRJ-55961
10/02/14

STAFF

EOT-56327



PRJ-55961
10/02/14

STAFF

EOT-56327

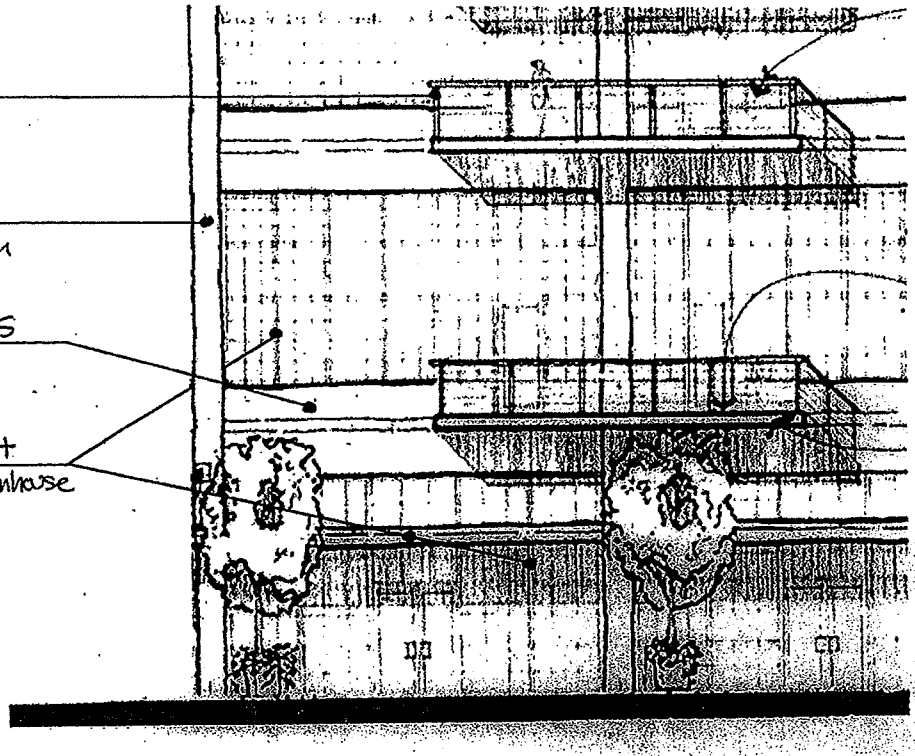
PAINT SELECTIONS

Guardrails
Color: Village blue

Vert. columns
Color: Onionskin Tan

Horz. Spandrels
Color: copper penny

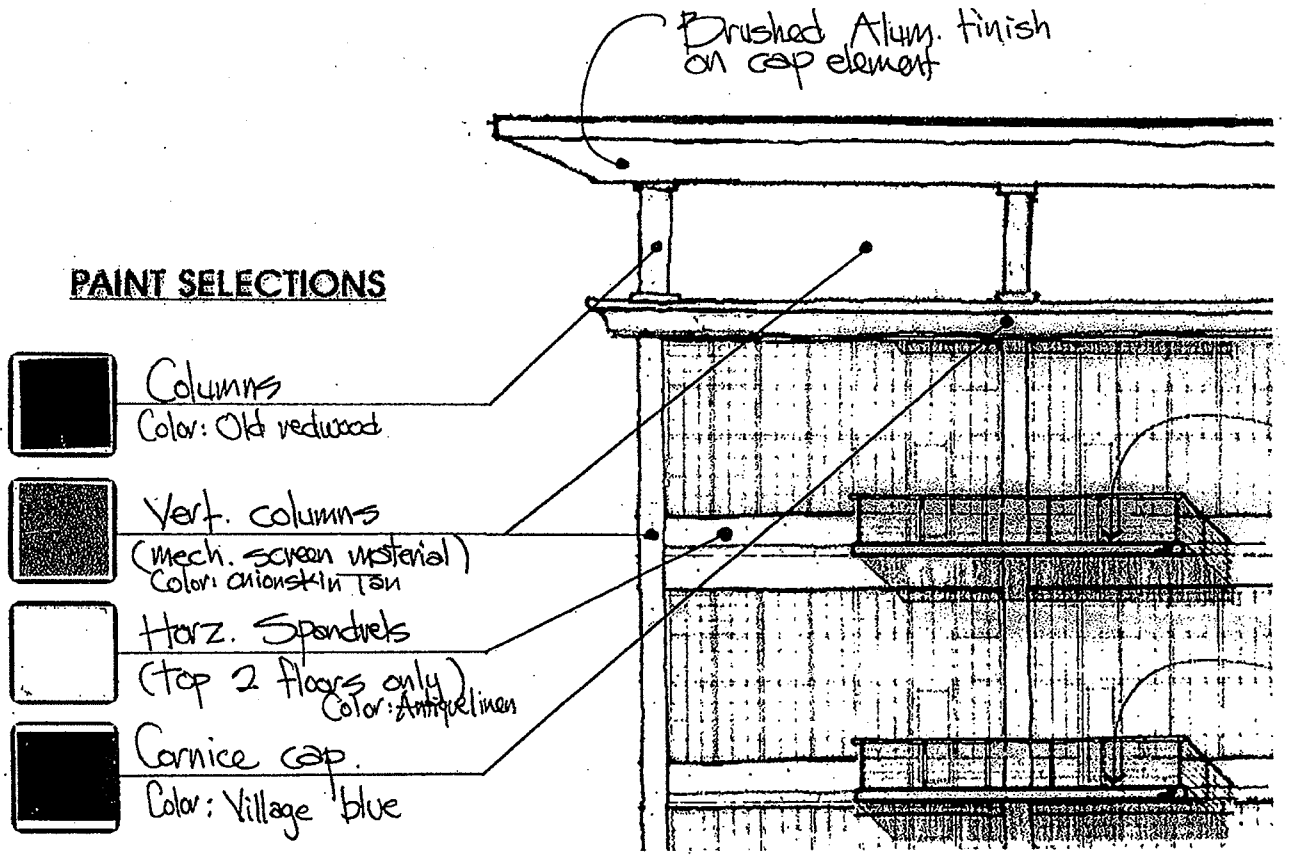
Window frames +
Canopy. color: Greenhouse



LAS VEGAS CONDOS

PRJ-55961
10/02/14

EOT-56327



ESR VEGAS CONDOS

PRJ-55961
10/02/14

EOT-56327

PLANNING & DEVELOPMENT

Development Services Center
731 S. Fourth Street
Las Vegas, NV 89101

TTY 702-386-9108
Voice:
Administration 229-6353
Comp Planning 229-6022
Current Planning 229-6301
www.lasvegasnevada.gov

Mayor
Oscar B. Goodman

City Council
Gary Reese
Mayor Pro-Tem
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack
Janet Moncrief

City Manager
Douglas A. Selby

07101-001-11-03

040270

November 21, 2003

Mr. Alberto Jauregui
Fletcher Jones Sr. Trust, et al
175 East Reno Avenue, Suite C-6
Las Vegas, Nevada 89119

RE: ABEYANCE - SDR-3101 - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Jauregui:

Your request for a Site Development Plan Review for a MIXED-USE RESIDENTIAL AND COMMERCIAL DEVELOPMENT on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001), Ward 1 (Moncrief), was considered by the Planning Commission on November 20, 2003.

The Planning Commission voted to recommend *APPROVAL* of your request, subject to the following:

Planning and Development

1. A General Plan Amendment (GPA-3005) to an SC (Service Commercial) land use designation, a Rezoning (ZON-3007) to C-1 (Limited Commercial) zoning district, and Special Use Permit (SUP-3100) approved by City Council.

2. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

3. All development shall be in conformance with the site plan and building elevations, except as amended by conditions herein.

4. Handicapped parking spaces shall be provided in accordance with code requirements.

5. Loading spaces shall be provided in accordance with the requirements of Title 19.10.

6. Perimeter landscaping for the project shall conform with the requirements of Title 19.12.

7. The landscaping for the surface parking lot at the northwest corner of the site shall conform to the requirements listed in Title 19.08.45. A landscape plan shall be reviewed and approved by the Planning and Development Department prior to the issuance of any permits for the development.

RECEIVED
OCT 30 2012
EOT-47352
City of Las Vegas
Department of Planning

PRJ-56961
10/02/14

EOT-56327

8. A Master Sign Plan shall be submitted for approval of the Planning Commission or City Council prior to the issuance of a Certificate of Occupancy for any building on the site.

Public Works

9. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222A. Also, any new driveways or proposed driveways accessing Rancho Drive shall receive approval from the Nevada Department of Transportation.

10. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-3007 and all other subsequent site-related actions.

This action by the Planning Commission on **November 20, 2003** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision or there is a review action filed by the City Council within the same time period. The Notice of Final Action was filed with the Las Vegas City Clerk on ***November 21, 2003***.

Sincerely,

Kyle C. Walton, Senior Planner
Planning and Development Department
Current Planning Division

KCW:clb

cc: Mr. Carlos Huerta
B.S.R.
42 Candlewyck Drive
Henderson, Nevada 89052

Mr. Carlos Huerta
Go Global Commercial Real Estate
42 Candlewyck Drive
Henderson, Nevada 89052

RECEIVED
OCT 30 2012
EOT-47352
City of Las Vegas
Department of Planning

EOT-56327

PRJ-55961
10/02/14

KAEMPFER CROWELL

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

October 2, 2014

VIA HAND DELIVERY

Thomas Perrigo
DIRECTOR
LAS VEGAS PLANNING DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Extension of Time for SDR-3101 & SUP-3100

Dear Mr. Perrigo:

Please be advised, this office represents the ownership of the approximately 15 acre site generally located near Desert Inn Road and Rancho Drive (the "Site"). The owners also own a substantial amount of property north of the Site. In 2003, a site plan review and special use permit was approved for the Site which would allow a mixed use project consisting of commercial and residential. There are 1,445 residential units located in 5 towers. The plan also provided a commercial component of 45,000 square feet at the ground level.

Unfortunately, the economic climate in Las Vegas has still not fully improved and therefore, we are respectfully requesting approval of another extension of time for these applications. The owner remains committed to development of the Site and believes that extension of the mixed use project is very important to the marketability of the Site. Since the last approval for the extension of time, the following marketing efforts have taken place:

- List the property in Propertyline, Co-Star, Loopnet, Xceligent, Applied Analysis, (all national MLS sites for commercial properties & Local commercial listing service;
- Weekly Eblast to all the local and national brokers;
- Listed on the Cushman & Wakefield network - Local & national;
- Marketing fliers;
- Continue use of on site signage;
- Meetings with City of Las Vegas Redevelopment Agency on prospective opportunities; and
- Advertisement in trade magazines that highlight retail, industrial and office.

PRJ-55961
10/02/14

EOT-56327

KAEMPFER CROWELL

Thank you for your consideration of this request. Please let me know if you have any questions.

Sincerely,

KAEMPFER CROWELL

Jennifer Lazovich

JJL/sfm

cc: Philip Brohn

PRJ-55961
10/02/14

EOT-56327

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

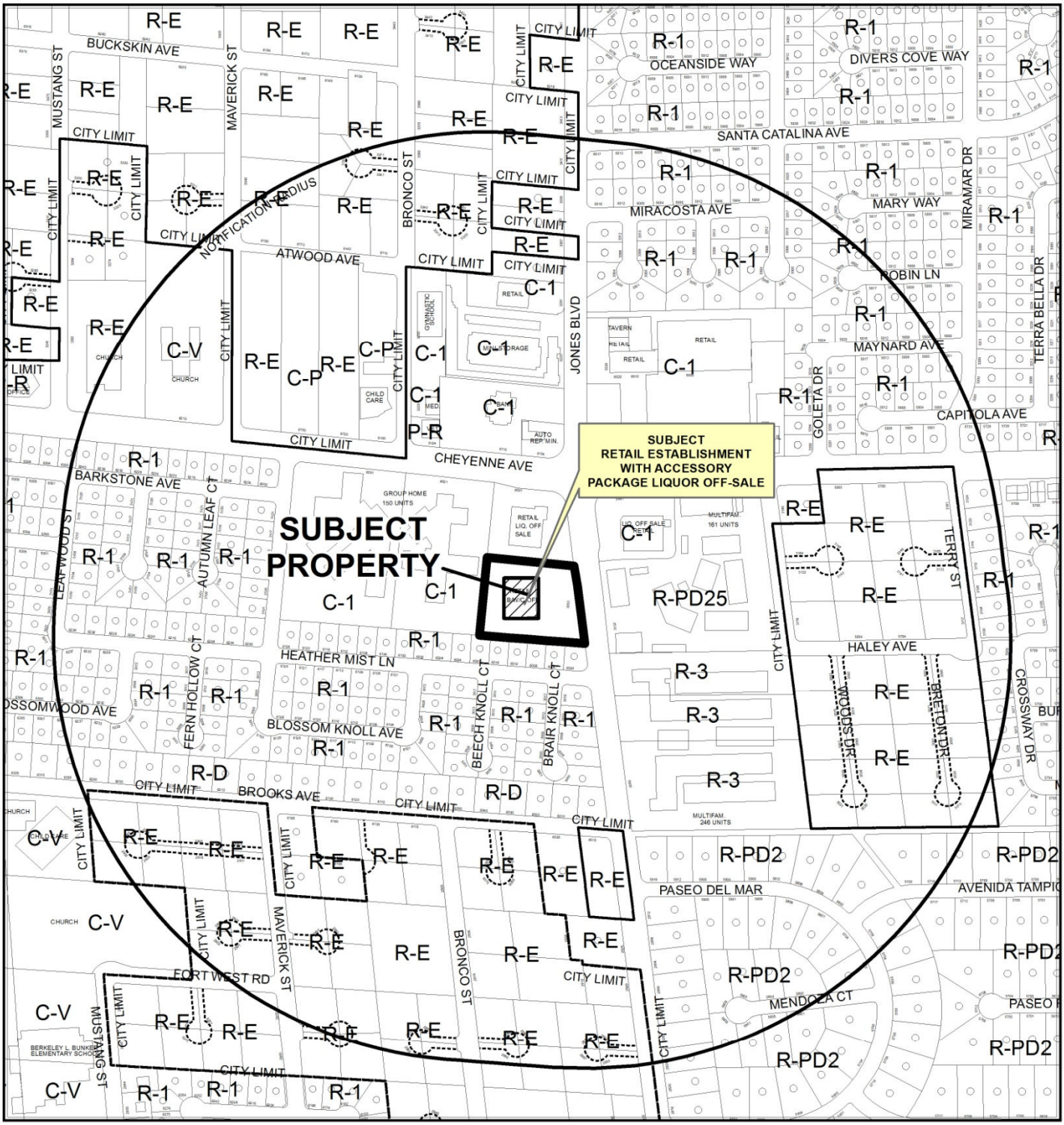
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-55188 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-20505) TO DELETE CONDITION #5 WHICH STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 3053 North Jones Boulevard (APN 138-14-501-007) C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55010]. Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**13**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. If Approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter - SUP-20505
6. Justification Letter
7. Protest/Support Postcards



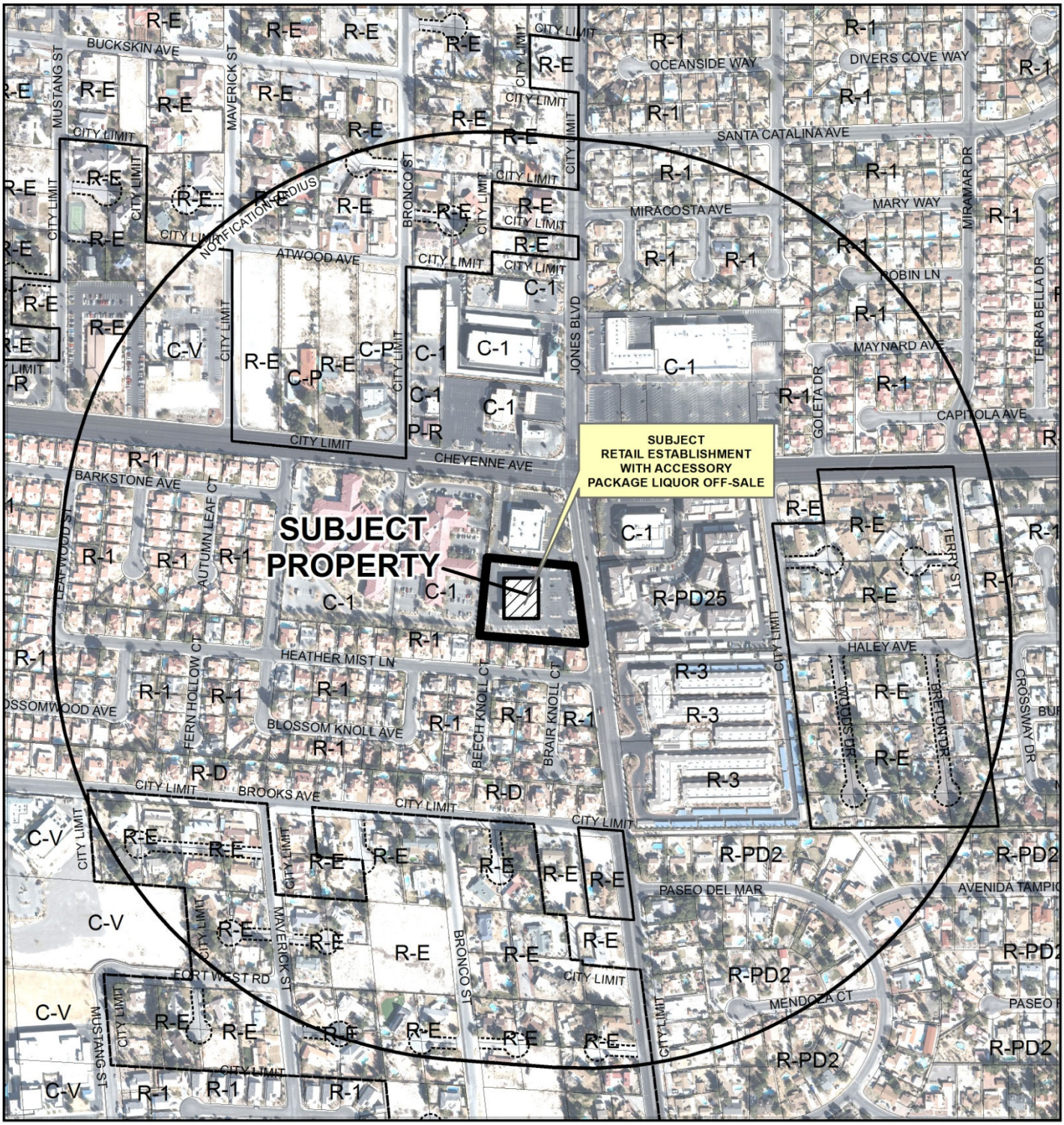
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CASE: **ROC-55188 (PRJ-55010)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



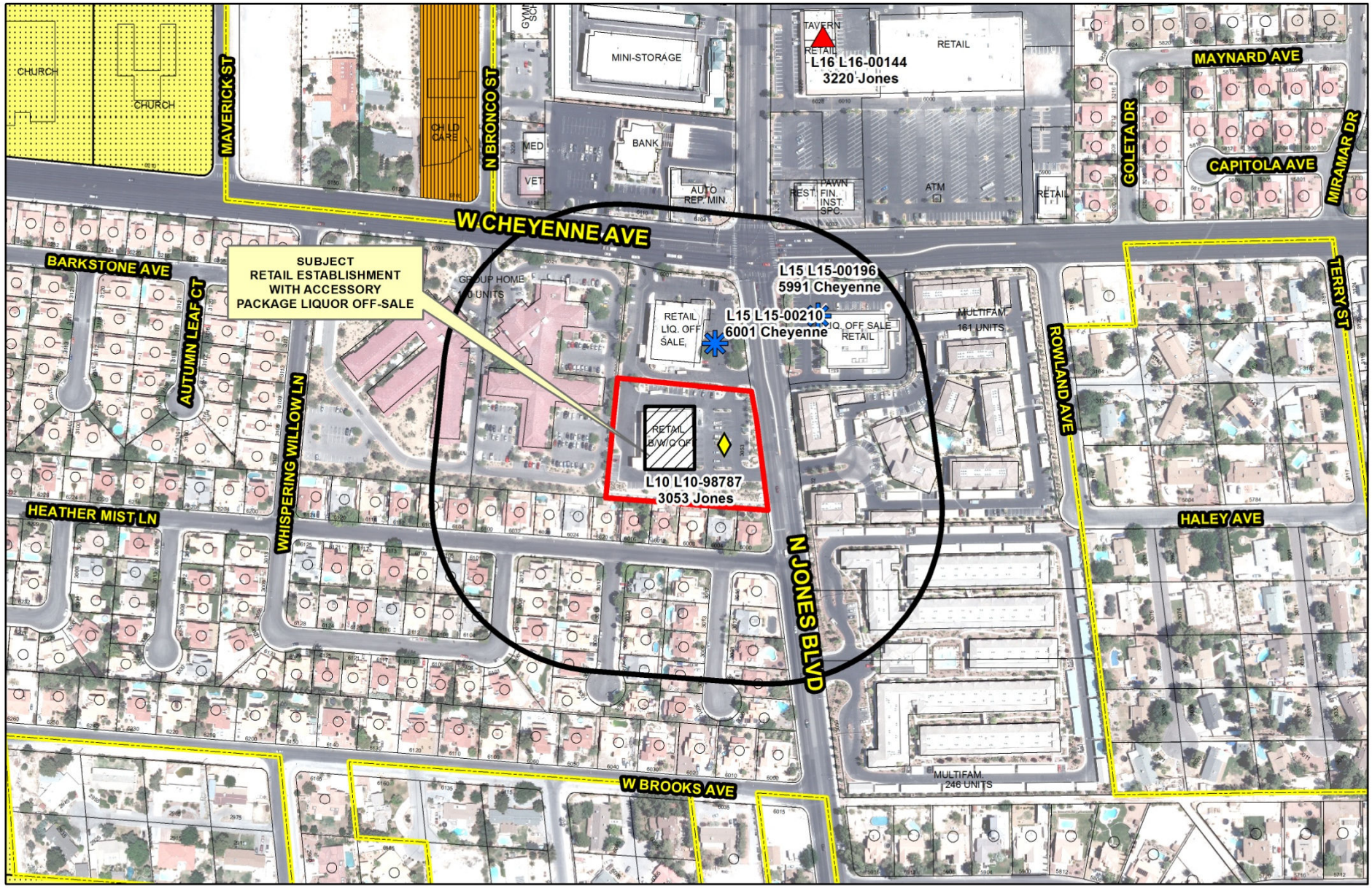
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CASE: **ROC-55188 (PRJ-55010)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



ROC-55188 (PRJ-55010)

Package Liquor Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Package Liquor Off-Sale
- Restaurant With Alcohol/ 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, July 24, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 17, 2014 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN BARLOW.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-55188	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

ROC-55188 CONDITIONS

Planning

1. Condition #5 of Special Use Permit (SUP-20505) shall be deleted.

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 is a request for a Review of Condition to delete condition #5 of a previously approved Special Use Permit (SUP-20505) which states, "the sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted" at 3053 North Jones Boulevard. If denied the sale of individual containers of any size of beer or wine coolers would be prohibited.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/06/07	The City Council approved a request for Rezoning (ZON-20495) from U (Undeveloped) to C-1 (Limited Commercial) on 2.13 acres on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Special Use Permit (SUP-20505) for a Retail Establishment with Accessory Package Liquor Off-Sale on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-20503) for a proposed 14,028 square-foot Grocery Store and a waiver of the perimeter landscape standards to allow a 7.5-foot wide buffer along the east property line, where 15 feet is required on 2.13 acres on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue. The Planning Commission and staff recommended approval.
08/01/07	The City Council approved a Review of Condition (ROC-22800) to amend condition #5 to allow the sale of screw cap wine on property located on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue. Staff recommended approval.
09/26/08	A code enforcement case (70160) was processed for parking lot lighting shinning into the residential subdivision to the south. The case was resolved on 11/17/08.

Most Recent Change of Ownership	
06/04/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/16/07	A building permit (102317) was issued for grading at 3053 North Jones Boulevard. The permit was finalized on 07/17/08.
12/20/07	A building permit (93430) was issued for a Certificate of Occupancy of a 14,028 square-foot new retail building at 3053 North Jones Boulevard. The permit was finalized on 07/18/08.
	A building permit (93431) was issued for onsite improvements at 3053 North Jones Boulevard. The permit was finalized on 02/23/09.
	A building permit (93432) was issued for a trash enclosure at 3053 North Jones Boulevard. The permit was finalized on 02/24/09.
07/17/08	A business license (G60-00062) was issued for a Grocery Store at 3053 North Jones Boulevard. The license is still active.
	A business license (L10-00279) was issued for Beer/Wine/Cooler Off-Sale at 3053 North Jones Boulevard. The license was marked out of business on 11/27/13.
06/02/09	A building permit (139002) was issued for Tenant Improvement at 3053 North Jones Boulevard. The permit was finalized on 07/21/09.
03/23/10	A building permit (159060) was issued for a Tenant Improvement at 3053 North Jones Boulevard. The permit was finalized on 03/26/10.
02/02/12	A business license enforcement case (110199) was processed for failure to require suitability of an employee at 3053 North Jones Boulevard. The case was resolved on 02/22/12.
11/25/13	A temporary business license (L10-98787) was issued for Beer/Wine/Cooler Off-Sale at 3053 North Jones Boulevard. The license is still active.

Pre-Application Meeting	
07/09/14	A pre-application meeting was held with the applicant's representative and the submittal requirements for a Review of Condition to delete condition #5 of Special Use Permit (SUP-20505).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
07/24/14	Staff conducted a field check of the subject site and found the area surrounding the business clean and neat in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	2.13

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	SC (Service Commercial)	C-1 (Limited Commercial)
North	General Retail Store, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Multi-Family Residential	M (Medium Density Residential)	R-PD25 (Residential Planned Development – 25 Unites per Acre)
West	Assisted Living Apartments	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (70 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting a Review of Condition of a previously approved Special Use Permit (SUP-20505) to delete condition #5 that prohibits the sale of any size beer, wine cooler and screw cap wine at 3053 North Jones Boulevard. On August 01, 2007 the City Council approved a Review of Condition (ROC-22800) that amended condition #5 of Special Use Permit (SUP-20505) to allow the sales of individual containers of screw cap wine. The applicant has stated in their justification letter that the majority of its stores located in southern Nevada sell individual containers of beer and wine coolers, with the exception of some stores in the City of Las Vegas.

The proposed removal of restriction that prohibits the individual sales of any size of beer or wine coolers would allow the applicant a uniform marketing presence in the local community. The removal of these conditions could have a negative effect on the area surrounding the subject site, with a Single Family Residential subdivision abutting the subject property directly to the south and Multi-Family Residential developments located 80 feet and 95 feet to the east.

City Council specifically placed a condition on the Retail Establishment with Accessory Package Liquor Off-Sale use in 2007 prohibiting the individual sales of any size of beer or wine cooler.

FINDINGS

The subject General Retail Store, Other than Listed with Accessory Package Liquor Off-Sale use was approved in 2007 and the appropriate business licenses have been issued. The proposed removal of these conditions is not appropriate as conditioned by the Las Vegas City Council's approval of Special Use Permit (SUP-20505) and the applicant agreed to the conditions of approval at the June 06, 2007 City Council meeting. Furthermore the removal of these conditions could have a negative effect on the area surrounding the subject site. Therefore, staff recommends denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 443 (By Planning)

APPROVALS 1

PROTESTS 13

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-55188 APN: 138-14-501-007

Name of Property Owner: FEFOS, LLC

Name of Applicant: Y-Opco, LLC

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: Mary Kasper, VP/ Asst. Secty.

~~Subscribed and sworn before me~~

~~This _____ day of _____, 20____~~

~~_____~~

~~Notary Public in and for said County and State~~

State of California
County of Los Angeles
Subscribed and sworn to (or affirmed) before me on this 23 day of June, 20 14 by Mary Kasper, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature _____ (Seal)

ROBIN HOWARD
COMM. # 1946561
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. AUG. 30, 2015

PRJ-55010
07/21/14

CLV Planning - Application Form

Application Number:	PRJ-55010
Application/Petition For:	ROC of condition #5 of SUP-20505
ProjectAddress (Location):	3053 NORTH JONES BOULEVARD
Project Name	FRESH AND EASY
Assessors Parcel #(s):	13814501007
Ward #:	WARD 5 (RICKI Y. BARLOW), WARD 6 (STEVEN D. ROSS)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	Robin
Applicant Last Name:	Howard
Applicant Address:	2120 Park Place, Suite 200
Applicant City:	El Segundo
Applicant State:	CA
Applicant Zip:	90245
Applicant Phone:	310-341-1514
Applicant Fax:	310-341-1501
Applicant Email:	robin.howard@klnevada.com
Rep First Name:	Benjamin J.
Rep Last Name:	Volmer, Esq.
Rep Address:	400 S. Rampart Blvd., Suite 400
Rep City:	Las Vegas
Rep State:	NV
Rep Zip:	89145
Rep Phone:	702-362-7800
Rep Fax:	702-362-9472
Rep Email:	bvolmer@klnevada.com

PRJ-55010
07/21/14

CLV Planning - Application Form

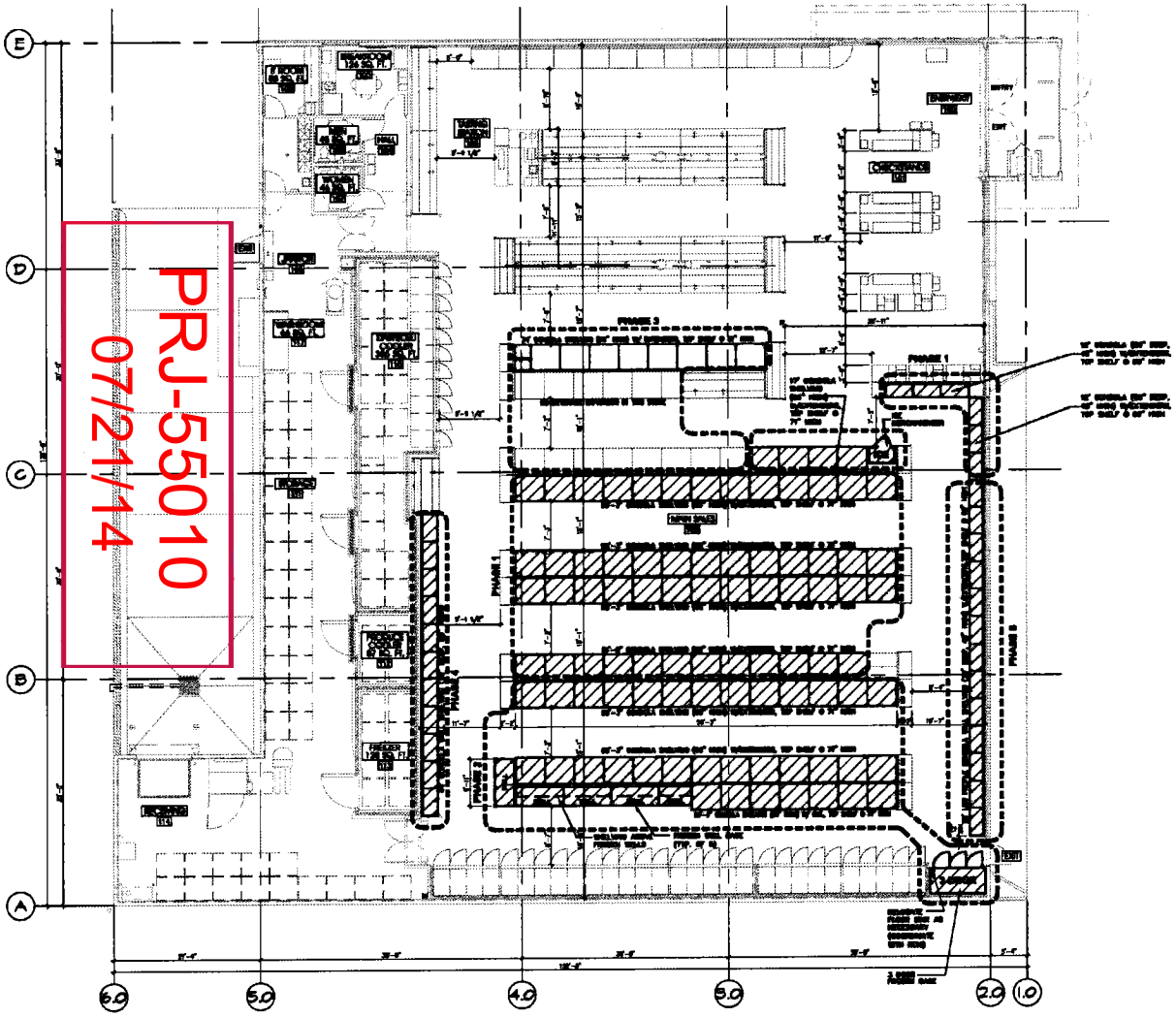
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application 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. I Accept:	Yes
Is the Owner Information Correct:	No
If no, ...change what	Property Owner should be referenced as: FEFOS, LLC, 2120 Park Place, Suite 200, El Segundo, CA 90245

Owner(s)	ADDR1	ADDR2
Y-O P C O L L C	9130 W SUNSET BLVD	LOS ANGELES, CA 90069-3110

CLVEPLAN Applicant	Company	Title	Email
Benjamin Volmer	Kolesar & Leatham	Esq.	bvolmer@klnevada.com

PRJ-55010
07/21/14

DRAWING INDEX
PROJECT DATA
PROJECT DIRECTORY
AERIAL MAP
VICINITY MAP
PROPOSED SITE PLAN
CHEYENNE AVE & JONES BLVD
LAS VEGAS, NV
EXISTING WALGREEN'S
Fresh & Easy
RETAIL
EXISTING RESIDENTIAL
UNDEVELOPED SITE
EXISTING RITE AID
JONES BLVD.
CHEYENNE AVE
FULL ACCESS
NORTH
PROPOSED SITE PLAN
PRJ-55010
07/21/14
ROC-55188



PRJ-55010
07/21/14

PHASING SCHEDULE	
PHASE 1	ADD SHELF EXTENDERS WITH ICP SHELF @ 71" HIGH
	ADD SHELF EXTENDERS WITH ICP SHELF @ 69" HIGH ON 12" SHELVING BEHIND CHECKSTANDS
	ADD SHELF EXTENDERS WITH FINISHED BACK PANEL @ 79" HIGH AND ICP SHELF @ 69" HIGH
PHASE 2	ADD 3 DOOR REACH-IN CASE (BEVERAGE)
	ADD (4) 8'-11" FROZEN WELLS (SELF CONTAINED)
	ADD (1) 4'-9" FROZEN WELL (SELF CONTAINED)
	ADD 4' ICE MERCHANDISER (SELF CONTAINED)
	ADD 3 SHELVES ABOVE FROZEN WELLS AS SHOWN
	ADD SHELF EXTENDERS WITH ICP SHELF @ 71" HIGH
PHASE 3	ADD SHELF EXTENDERS WITH ICP SHELF @ 71" HIGH
PHASE 4	SAMSAY MERCHANDISE ADJUSTMENT
PHASE 5	ADD SHELF EXTENDERS WITH FINISHED BACK PANEL @ 79" HIGH AND ICP SHELF @ 69" HIGH

FIXTURE PLAN - SCHEME 1

SCALE: 1/8"=1'-0" 1

S.D. SUBMITTAL: 03-03-03 D.D. SUBMITTAL: 03-03-03 B.D. SUBMITTAL: 03-03-03

NADEL

Nadel Nevada, Inc.
7160 S. Dean Martin Dr.
Suite 230
Las Vegas, NV 89118
T. 702.889.3000
F. 702.889.7170
www.nadelarch.com

EXISTING RETAIL BUILDING
MINOR REMODEL
3093 N. JONES BLVD.
LAS VEGAS, NV. 89108

ROBERT S. EASY
2200 PARK PL., STE. 200
EL SEGUNDO, CA. 90245
PHONE (310) 341-1555

fresh & easy
Neighborhood Market

FIXTURE PLAN
CHEYENNE & JONES
LAS VEGAS, NV. 89108

DATE: 03-03-03
STORE NO. 1188
JOB NO. 03009
SHEET NUMBER
F-1.0

ROC-5188



ROC-55188 - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC
3503 NORTH JONES BOULEVARD

07/24/14



ROC-55188 - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC
3503 NORTH JONES BOULEVARD

07/24/14

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

June 8, 2007

Mr. Maxwell Stolzberg
Outpar, LLC
44 South Broadway, Suite #614
White Plains, New York 10601

RE: SUP-20505 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JUNE 6, 2007
RELATED TO ZON-20495 AND SDR-20503

Dear Mr. Stolzberg:

The City Council at a regular meeting held June 6, 2007 APPROVED the request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue (APN 138-14-501-007), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on June 7, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (ZON-20495), and Site Development Plan Review (SDR-20503) if approved.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-20495) and Site Development Plan Review (SDR-20503) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

PRJ-55010
07/21/14

ROOC-55188

7. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. John Hardy
Drake Real Estate Services
496 South Broadway
Denver, Colorado 80209

Ms. Leni Skaar
3753 Howard Hughes Parkway, Suite #200
Las Vegas, Nevada 89109

PRJ-55010
07/21/14

ROC-55188

KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800

klnevada.com

July 18, 2014

City of Las Vegas
Department of Planning & Development
333 North Rancho Drive
Las Vegas, NV 89106

Re: Application for Review of Condition of a Previously Approved Special Use Permit (20505)

Applicant:	**Y-Opco, LLC n/k/a Fresh & Easy, LLC**
Business/Address:	**Fresh & Easy Neighborhood Market**
	3053 N. Jones Blvd., Las Vegas, NV 89108
APN:	**138-14-501-007**

Dear Sir/Madam:

This firm represents Y-Opco, LLC n/k/a Fresh & Easy, LLC (the "Applicant") with respect to business and liquor licensing matters in Nevada for the above-referenced Fresh & Easy Neighborhood Market ("Fresh & Easy") business location (the "Business").

The Applicant's parent, YFE Holdings, Inc., bought the above-referenced Fresh & Easy grocery store from the previous owner, Fresh & Easy Neighborhood Market Inc., through a sale approved by the Bankruptcy Court in November 2013, and operates the Business under its affiliate, Y-Opco, LLC, which recently changes its name to Fresh & Easy, LLC.

The Applicant, as the new owner of the Fresh & Easy business, is working to improve the financial performance of its stores and continually seeks to provide new or varied products to best serve its customers.

On June 6, 2007, the Las Vegas City Council approved Special Use Permit 20505 (the "SUP") to allow for a Retail Establishment with Accessory Package Liquor off-sale use. A copy of the original Approval Letter is attached for your reference. The Applicant currently operates a grocery store with package beer/wine/cooler off-sales at the Business. The SUP contains several conditions which prohibit, among other things, the sale of individual containers of beer, wine coolers or screw cap wine. Specifically, condition #5 of the SUP (the "Condition") provides as follows:

> The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

The Applicant hereby respectfully requests the City of Las Vegas amend the condition to remove the language prohibiting the sale of individual containers of beer, wine coolers and screw cap wine. Please note that the Applicant is not requesting an amendment to allow for the sale of individual wine coolers, beer or screw cap wine that have been pre-packaged in configurations by the manufacturer.

PRJ-55010
07/21/14

ROC-55188

With regard to the Condition and its prohibition on the sale of individual containers of beer, Fresh & Easy currently sells individual containers of beer at each store location in Unincorporated Clark County, the City of North Las Vegas and the City of Henderson. We are not aware of any evidence that such sales have contributed to increased undesirable behavior in the community nor is our client aware of any complaints or incidents stemming from the sale of single containers of beer at these locations. Further, please note that many varieties of beer are intended to be sold as single containers, similar to wine and liquor sales. For instance, many unique brands of craft beer and related products are sold as singles so that customers can purchase a variety of single bottles of such beverages. The sale of single containers of beer and wine coolers is becoming more common to satisfy the demands of customers to provide a variety of unique and popular brands.

With regard to the Condition and its prohibition on the sale of individual containers of screw cap wine, the Condition does not prohibit the sale of individual containers of wine in corked containers and thereby makes a distinction between the type of container seal. The rationale for making this distinction stems from the traditional notion that screw cap wine is inexpensive or "cheap" and that sales of wine with screw cap bottles cause an increase in undesirable alcohol-related activity and a decrease in the safety and welfare of the community. However, due to significant changes in the wine manufacturing industry and certain deficiencies with corked wine containers, the distinction between the types of wine with screw caps and corked containers no longer exists. Today, there is essentially no difference in the price, quality, variety or nature of screw cap wine and corked wine.

During the last decade, numerous reputable wine manufacturers have replaced corked wine containers with screw cap wine containers. Examples of fine wine bottled with screw caps include Argyle Nuthouse Pinot Noir 2006 ($120.00 per bottle), Henschke Hill of Grace Shiraz 2004 ($699.00 per bottle) and D'Arenberg Coppermine Road Cabernet Sauvignon 2004 ($54.99 per bottle). The reasons for this transition in the wine industry include, without limitation, the following:

1) Screw cap containers have a decreased impact on the environment. During the last decade there has been an increased demand for wine and a decrease in the supply of cork. Cork itself is processed from the bark of the cork tree, which is principally found in the western Mediterranean region of Europe. Obtaining cork involves harvesting cork from cork trees. As such, screw cap containers are an "environmentally friendly" alternative to cork as they have lessened the demand for cork harvesting.

2) Cork has been known to adversely affect the taste of wine, thus, leading wine makers away from cork to screw cap containers.

3) Screw cap containers provide a superior seal, thus eliminating the estimated fifteen percent (15%) fail rate of wine contained in corked containers.[1]

[1] Please see the following websites for further commentary on the benefits of wine bottles with screw caps:
http://www.stormhoek.com/blog/index.php/2008/01/31/cork-vs-screw-cap-debate/;
http://www.gayot.com/wine/feature/screw-caps-cork.html; and
http://www.azom.com/article.aspx?ArticleID=2535

PRJ-55010
07/21/14

As such, the distinction between corked containers and screw cap containers of wine is no longer applicable to the wine industry and there is no benefit to the public by regulating or restricting the sale of bottles of wine with screw caps.

Additionally, the proposed sales of single containers of beer, wine coolers and screw cap wine at the Business would allow for a uniform marketing presence for Fresh & Easy businesses in the community by allowing marketing brochures and newspaper inserts to describe products available at all Fresh & Easy stores.

The Applicant is committed to ensuring compliance with all applicable laws regarding the sale of alcoholic beverages for off-premises consumption. Like other Fresh & Easy locations in southern Nevada, the Business will continue to adhere to strict internal policies prohibiting 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. The Applicant has been successful monitoring and regulating alcoholic beverage sales for off-premises consumption for numerous Fresh & Easy businesses in Nevada and many other states.

The proposed use is harmonious and compatible with adjacent development and with existing land uses in the immediate vicinity. No additional public services, utilities or parking accommodations will be necessary to accommodate the proposed amendment to the SUP.

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

Matthew D. Saltzman, Esq.

MDS:dms
Enclosure - as stated
cc: Robin Howard (w/o encls.)

PRJ-55010
07/21/14

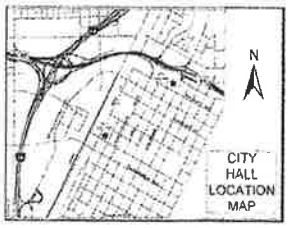
08/25/2014 07:26 #383 P.001/001
7024336211
From:NDL Group, Inc.

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101



2014 AUG 25 P 4:10

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.
ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13811802015
RAPONE RICHARD M & EILEEN M
3315 MAVERICK ST
LAS VEGAS NV 89108

53 FRDFNMP 89108

Submitted after final agenda
Date 8/25/14 Item 65

001/002

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2014 AUG 26 A 10:52

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.46⁰
0004279218 AUG 21 2014
MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814511074
BORGNA MARSHALL & JOYCE LIV TR
3012 OLIVEGROVE CT
LAS VEGAS NV 89108-4329

53 FRDFNMP 89108

08/26/2014 10:32 FAX

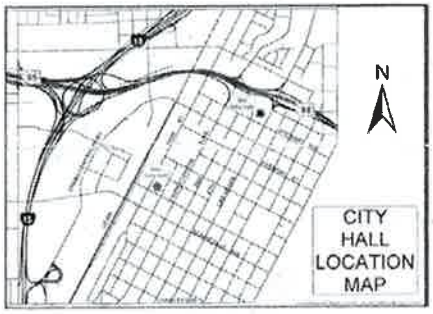
City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

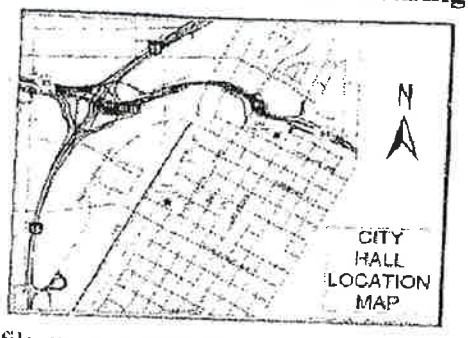
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ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13812417017
MCKINNEY C J & A J REV LIV TR
MCKINNEY CLAUD J & ANNA J TRS
5800 CAPITOLA AVE
LAS VEGAS NV 89108-4734

53 PROPNMP 89106

Official Notice of Public Hearing



I oppose removal of Condition #5. May cause gathering of un wanted Individuals a

(NO)

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.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814602005
PAYAN FAMILY TRUST
PAYAN RAUL J & POLLY TRS
2960 MAVERICK ST
LAS VEGAS NV 89108-3957

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2014 AUG 25 P 4:09

53 PROPNMP 89106

Aug 22 14 04:38p Raul Payan 702 396-2275 p.1

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Office of City Clerk
495 South Main Street, 2nd Floor
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.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

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2014 AUG 26 A 10:52

Case: ROC-55188
13814511074
BORGNA MARSHALL & JOYCE LIV TR
3012 OLIVEGROVE CT
LAS VEGAS NV 89108-4329

53 FROFNMP 89108

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Office of City Clerk
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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.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814511011
GENTILE CHARLES D & TINA M
6124 HEATHER MIST LN
LAS VEGAS NV 89108-4229

53 FRDFNMP 89108

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

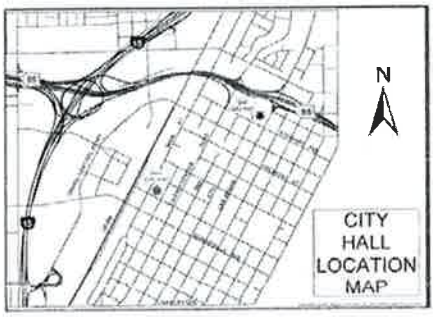
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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814510100
MORRIS FAMILY TRUST
MORRIS GERALD F TRS
3116 BUDDING BLOSSOM CT
LAS VEGAS NV 89108-4367

53 FRDFNMP 89108

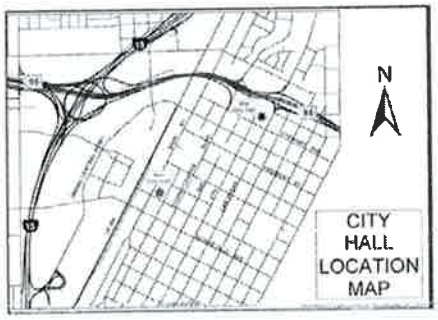
City of Las Vegas
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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2014 SEP -2 A 11:42

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0004279218 AUG 21 2014
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814510090
SCOTTEN WILLIAM E
8588 S BRUCE ST
LAS VEGAS NV 89123

89 FROFNMP 89123

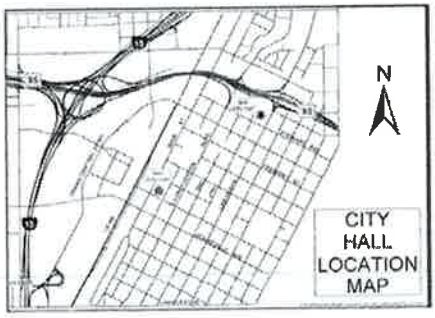
City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2014 SEP -2 A 11:42

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13813210002
MUNS GEORGE F & VELMA A
5916 PASEO DEL MAR
LAS VEGAS NV 89108-4155

Submitted after final agenda

Date 9-2-2014 Item 65

53 FROFNMP 89108

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13811804017
GUMFORY JERRY P & PATRICIA ANN
6124 W CHEYENNE AVE
LAS VEGAS NV 89108-4207

53 PROPNMP 89106

Application Information

ROC-55188 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-20505) TO DELETE CONDITION #5 WHICH STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 3053 North Jones Boulevard (APN 138-14-501-007) C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55010].

NOTE: THERE WILL BE NO BREAK BETWEEN MORNING AND AFTERNOON AGENDA ITEMS FOR THIS MEETING

I oppose this strongly. It promotes drinking on the street & cheap-cheap wine.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***September 3, 2014***
Time:	9:00 A.M.
Location:	City Council Chambers 495 South Main Street Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov .

Submitted after final agenda

Date 9-2-2014 Item 65

702-396-5444

Submitted after final agenda

Date 9-2-2014 Item 57

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2014 SEP -2 A 7:36

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: ROC-55188

13812412022
DRAKE PATRICIA A
3300 HEATHERDALE CT
LAS VEGAS NV 89108-4810

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

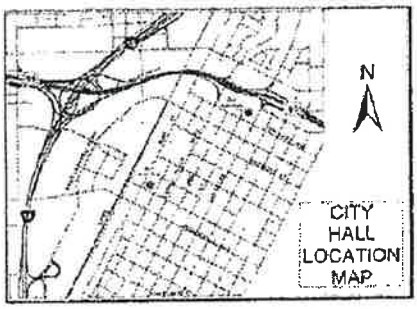
This place is a public nuisance

Aug 30 14 08:10a Acepool

53 ERNEMP 89108

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

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CITY CLERK
2014 SEP -2 A 7:36

Case: ROC-55188
13813110001
HOFMEISTER ROBERT A & DONNA L
3093 WOODS DR
LAS VEGAS NV 89108-4208

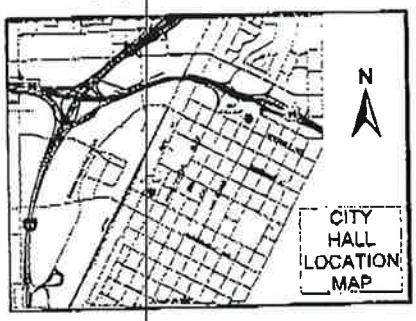
53 PRDFNMP 89106

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 AUG 21 2014
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.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

RECEIVED
CITY CLERK
2014 SEP -2 A 7:36

Case: ROC-55188
13811804015
DREW DANIEL K & JANET S
4551 BORREGO SPRINGS WY
LAS VEGAS NV 89129-1801

89 FRDFRHP 89129

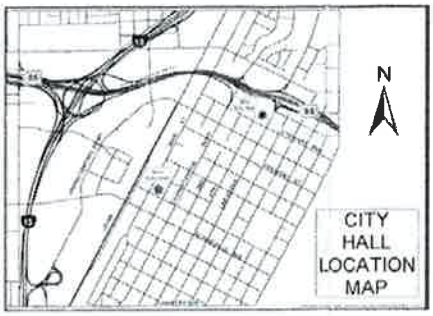
City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M
0004279218
$ 00.46⁰
AUG 21 2014
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2014 AUG 25 P 4:17

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.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814602025
ZIMMERMAN ROBERT D & DEECIE
2880 MAVERICK ST
LAS VEGAS NV 89108-3941

53 FRDFNMP 89108

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

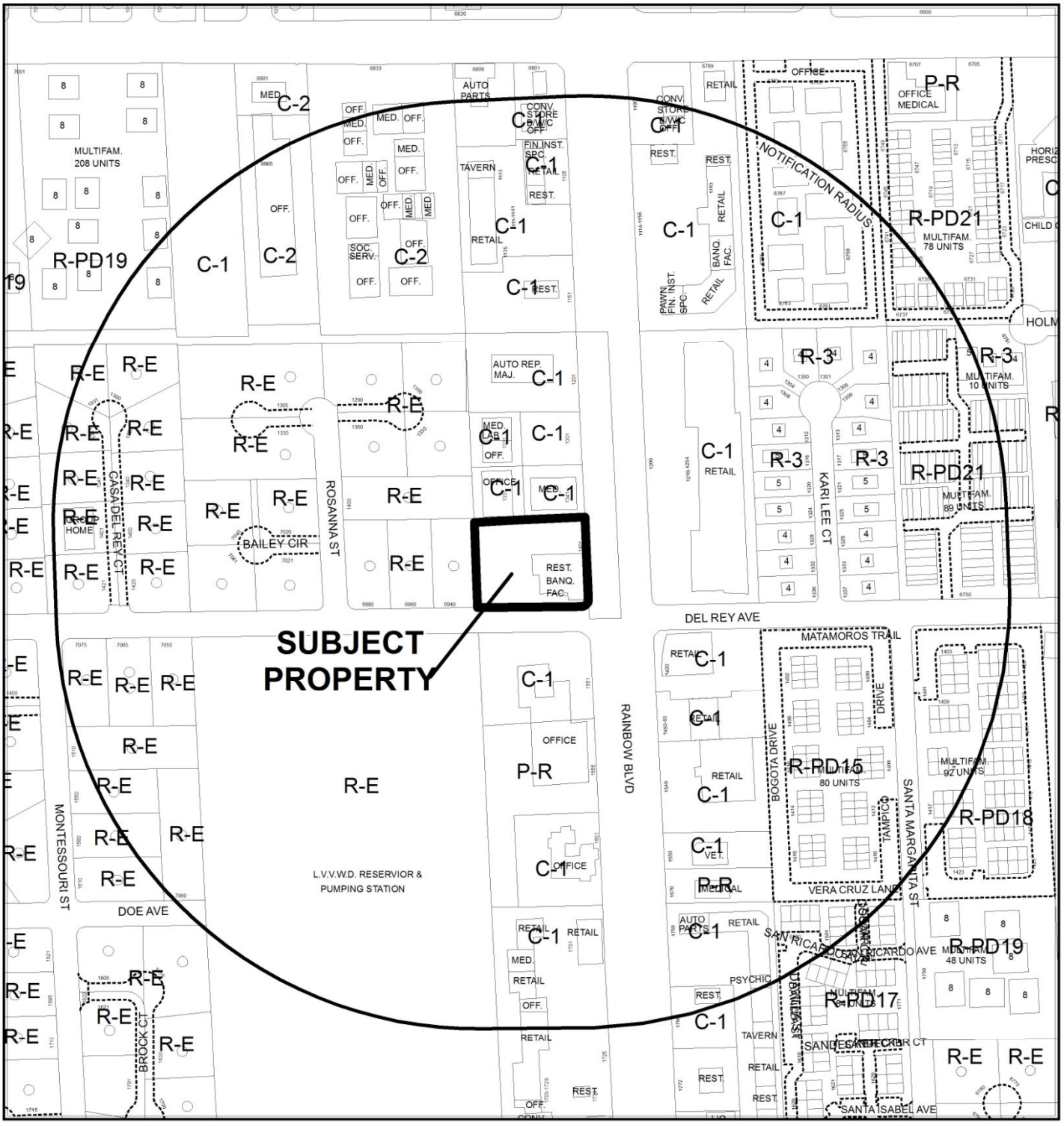
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-55195 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DAVIS FUNERAL HOME & MEMORIAL PARK - OWNER: HART VOLLAND ENTERPRISES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MORTUARY OR FUNERAL CHAPEL USE at 1401 South Rainbow Boulevard (APN 163-03-501-022), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-55088]. The Planning Commission (5-0 vote) and Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**54**	**Planning Commission Mtg.**	**5**
City Council Meeting	**6**	**City Council Meeting**	**4**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Photos
6. Protest/Support Postcards
7. Condition Confirmation Letter
8. Backup Referenced from the September 9, 2014 Planning Commission Meeting



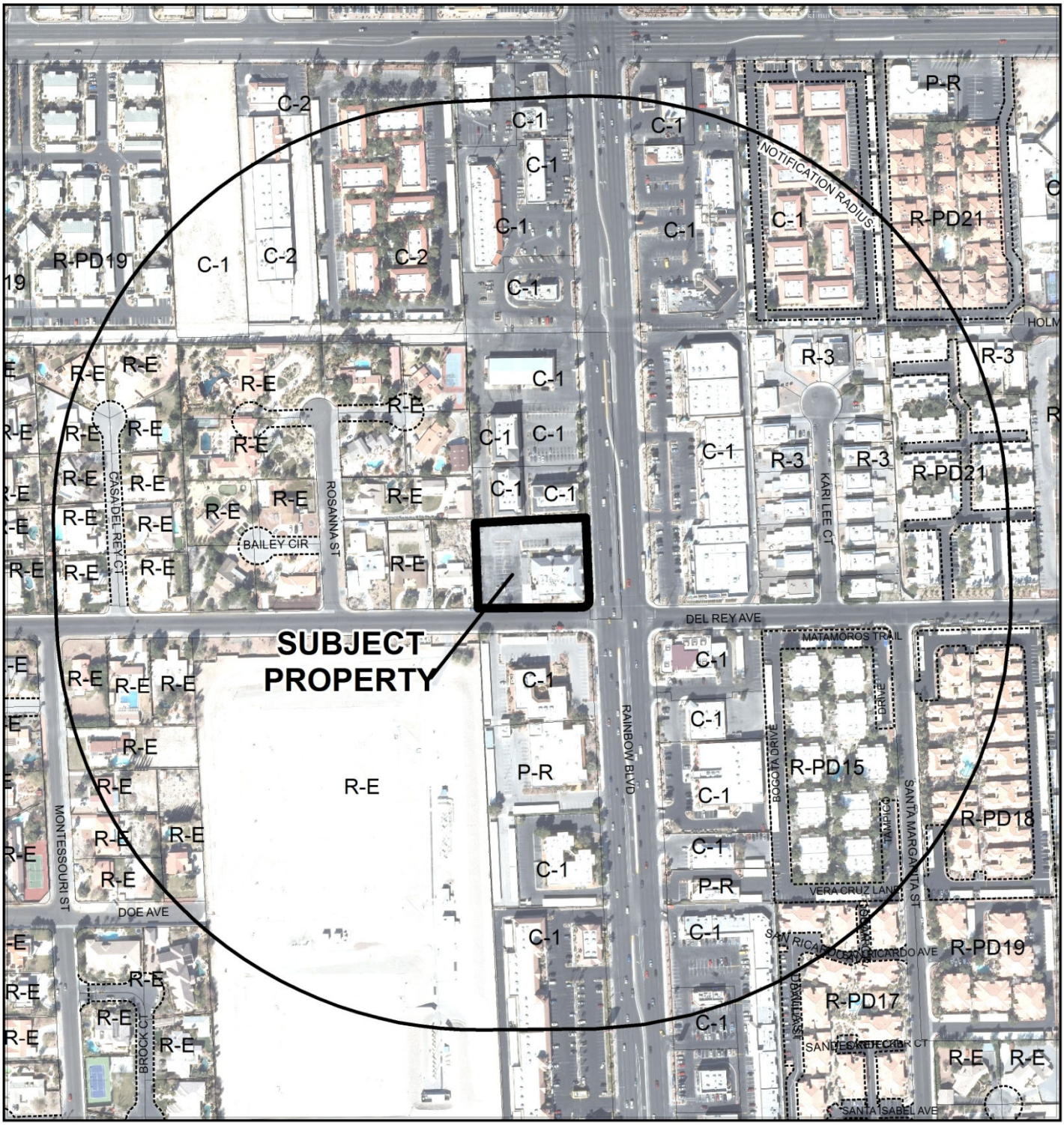
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CASE: **SUP-55195 (PRJ-55088)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SUP-55195 (PRJ-55088)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DAVIS FUNERAL HOME & MEMORIAL PARK - OWNER: HART VOLLAND ENTERPRISES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-55195	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-55195 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

4. 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 approval of a Special Use Permit for a proposed Mortuary or Funeral Chapel use within an existing 10,812 square-foot building at 1401 South Rainbow Boulevard. This use meets all Title 19.12 requirements for the Mortuary or Funeral Chapel use and is compatible with the residential, retail and office uses in the surrounding area. For these reasons, staff recommends approval of the requested Special Use Permit, with conditions. If denied, the building will have to be utilized for another use.

ISSUES

- A Mortuary or Funeral Chapel 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	
04/01/87	The City Council approved a Rezoning (Z-0022-87) request from N-U (Non-Urban) to C-1 (Limited Commercial) with the proposed use of a restaurant and tire repair shop on the west side of Rainbow Boulevard between Holmby Avenue and Del Rey Avenue. The Planning Commission recommended approval.
12/04/03	The Planning Commission approved a Withdraw Without Prejudice request on a Site Development Plan Review (SDR-3187) for a 565 square foot drive through addition to an existing restaurant on 1.25 acres at 1401 South Rainbow Boulevard.
	The Planning Commission approved a Withdraw Without Prejudice request for a Variance (VAR-3368) to allow 87 parking spaces where 100 spaces are required for an addition to a proposed supper club at 1401 South Rainbow Boulevard.
10/15/14	The City Council voted to hold this item in abeyance to the November 19, 2014 meeting.

Most Recent Change of Ownership	
01/20/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1988	The building was constructed.
04/19/04	A building permit (#4009046) was issued for a tenant improvement. The permit was finalized 08/16/04.
03/03/04	A business license (#L21-00042) was issued for a Restaurant with Alcohol. The license active as of 08/20/14.

Pre-Application Meeting	
07/17/14	A pre-application meeting was held with the applicant and the applicant's designated representatives to discuss the Special Use Permit submittal requirements for Mortuary or Funeral Chapel use.

Neighborhood Meeting	
08/19/14	A neighborhood meeting was held at the Centennial Center Community Center located at 6601 North Buffalo Drive and the following concerns were noted: 1. There is concern regarding increased traffic along Del Rey. 2. Concern was expressed that property values will decrease. 3. The proposed use is too close to residential properties and schools. 4. Some members of the community expressed support while others expressed opposition to this project.

Field Check	
07/31/14	A field inspection was conducted on the subject site, which revealed that the existing restaurant is no longer in business.

Details of Application Request	
Site Area	
Net Acres	1.25

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	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Office, Medical or		

	Dental		

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single-Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

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

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	
Mortuary or Funeral Chapel	1,323 SF	1:100 SF	14				
TOTAL SPACES REQUIRED			14		97		Y
Regular and Handicap Spaces Required			13	1	93	4	Y

ANALYSIS

Per Title 19.12 a Mortuary or Funeral Chapel use is defined as "A facility in which one or both of the following activities occur:

1. Dead bodies are prepared for burial or cremation.
2. Funeral services are conducted."

The proposed use meets the definition, as stated in the justification letter the applicant will conduct "funeral services, memorials, viewing services, as well as ancillary uses."

The applicant is proposing Mortuary or Funeral Chapel use within a C-1 (Limited Commercial) zoning district. The existing restaurant will be repurposed and undergo some minor cosmetic façade repairs (paint, window treatment, wall installation and other minor repairs).

There are no Special Use Permit requirements for this use. The proposed Mortuary or Funeral Chapel use can be conducted in a harmonious and compatible manner with the existing land uses and surrounding neighborhood; therefore, staff recommends approval of this request. If this request is denied, then a Mortuary or Funeral Chapel use will not be allowed to open at this location.

FINDINGS (SUP-55195)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject location consists of a single building (a closed restaurant) located adjacent to residential and commercial uses. The Mortuary or Funeral Chapel use is a compatible for this site.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The 10,812 square-foot building can be easily renovated from a restaurant to a Mortuary or Funeral Chapel. There is ample on-site parking for this 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 proposed Mortuary or Funeral Chapel can be accessed from Rainbow Boulevard, a 100-foot Primary Arterials that has adequate capacity to serve the proposed development. Secondary access is provided from Del Rey, Avenue a 60-foot right-of-way.

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 Mortuary or Funeral Chapel use will be subject to regular inspections for licensing and will therefore not compromise the public health, safety, and general welfare or any objective of the General Plan.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Mortuary or Funeral Chapel use meets all Title 19.12 requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 495 (By City Clerk)

APPROVALS 9

PROTESTS 60

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-55195 APN: 163-03-501-022

Name of Property Owner: Hart Volland Enterprises, LLC

Name of Applicant: Davis Funeral Homes & Memorial Park

Name of Representative: Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Hart Volland Enterprises LLC, Mike Mell by Charles R Hart, Jr.

Print Name: CHARLES R HART, SR

Subscribed and sworn before me

This 18 day of July, 2014

Notary Public in and for said County and State

BRET R. CARTER
COMM. # 1987351
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires SEP 2, 2016

PRJ-55088
07/22/14

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

SUBSCRIBED AND SWORN to (or affirmed) before me on this 18 day of July, 2014, by Charles R. Hart, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

Bret R. Carter

Name (Typed or Printed)

Notary Public in and for said County and State

BRET R. CARTER
COMM. # 1987351
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires SEP 2, 2016

SUP-55195

PRJ-55088
07/22/14

CLV Planning - Application Form

Application Number:	PRJ-55088
Application/Petition For:	SUP for a Mortuary or Funeral Chapel
ProjectAddress (Location):	1401 SOUTH RAINBOW BOULEVARD
Project Name	DAVIS FUNERAL HOMES
Assessors Parcel #(s):	16303501022
Ward #:	WARD 1 (LOIS TARKANIAN)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	Davis Funeral Homes
Applicant Last Name:	& Memorial Park
Applicant Address:	6200 S. Eastern Avenue
Applicant City:	Las Vegas
Applicant State:	NV
Applicant Zip:	89119
Applicant Phone:	
Applicant Fax:	
Applicant Email:	RTNoecker@legacyfuneralgroup.com
Rep First Name:	Ann
Rep Last Name:	Pierce
Rep Address:	8345 W. Sunset Rd., Suite 250
Rep City:	Las Vegas
Rep State:	NV
Rep Zip:	89113
Rep Phone:	
Rep Fax:	
Rep Email:	lbrown@kcnvlaw.com

SUP-55195

PRJ-55088
07/28/14

CLV Planning - Application Form

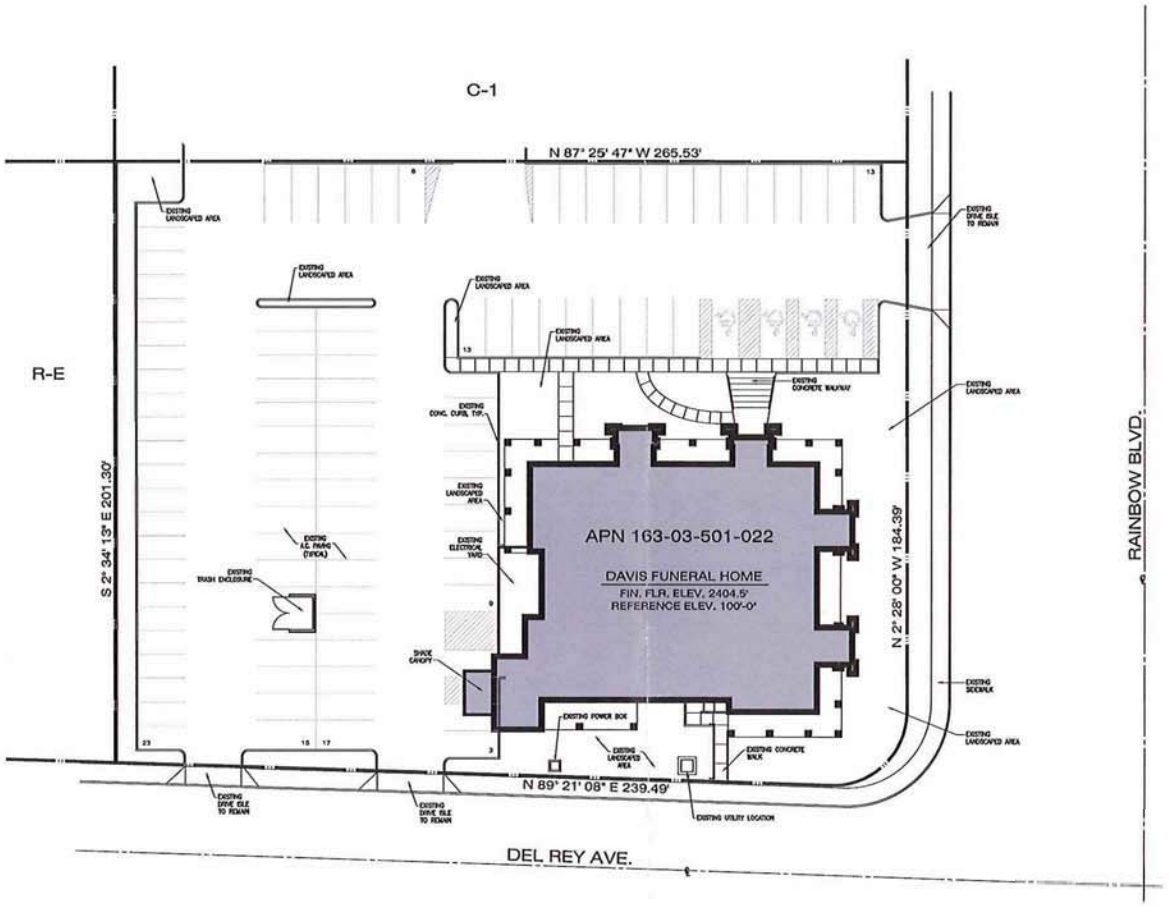
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application 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. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2
HART VOLLAND ENTERPRISES L L C	3380 W HACIENDA AVE #101	LAS VEGAS, NV 89118-1720

CLVEPLAN Applicant	Company	Title	Email
Lindsay Brown	Kaempfer Crowell	Assistant	lbrown@kcnvlaw.com

SUP-55195

PRJ-55088
07/28/14



SITE PLAN
16' NORTH

DAVIS
FUNERAL HOMES & MEMORIAL PARK

SITE DATA

APN:	163-03-501-022
JURISDICTION:	CITY OF LAS VEGAS
CURRENT ZONING:	C-1
LOT SIZE:	AREA
ACREAGE	1.25 ACRE
SQUARE FOOTAGE	54,450 SF
SETBACKS:	
BUILDING:	
FRONT	10 ft.
SIDE	10 ft.
INTERIOR SIDE	10 ft.
REAR	20 ft.
LANDSCAPE:	
FRONT	15 ft.
SIDE	15 ft.
INTERIOR SIDE	8 ft.
REAR	8 ft.
BUILDING COVERAGE:	AREA %
MAXIMUM	50%
ACTUAL	19.9%
PARKING:	TOTALS
REQUIRED	14 SPACES (1:100SF IN GATHERING ROOM @ 1,323 SF)
PROVIDED	99 SPACES
ACCESSIBLE REQUIRED:	4
ACCESSIBLE PROVIDED:	4

GENERAL NOTE:

ALL EXISTING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRIVE ISLES, PARKING, TRASH ENCLOSURE, AC PAVING, AND LIGHTING ARE TO REMAIN.



VICINITY MAP NTS NORTH

PRJ-55088
07/22/14

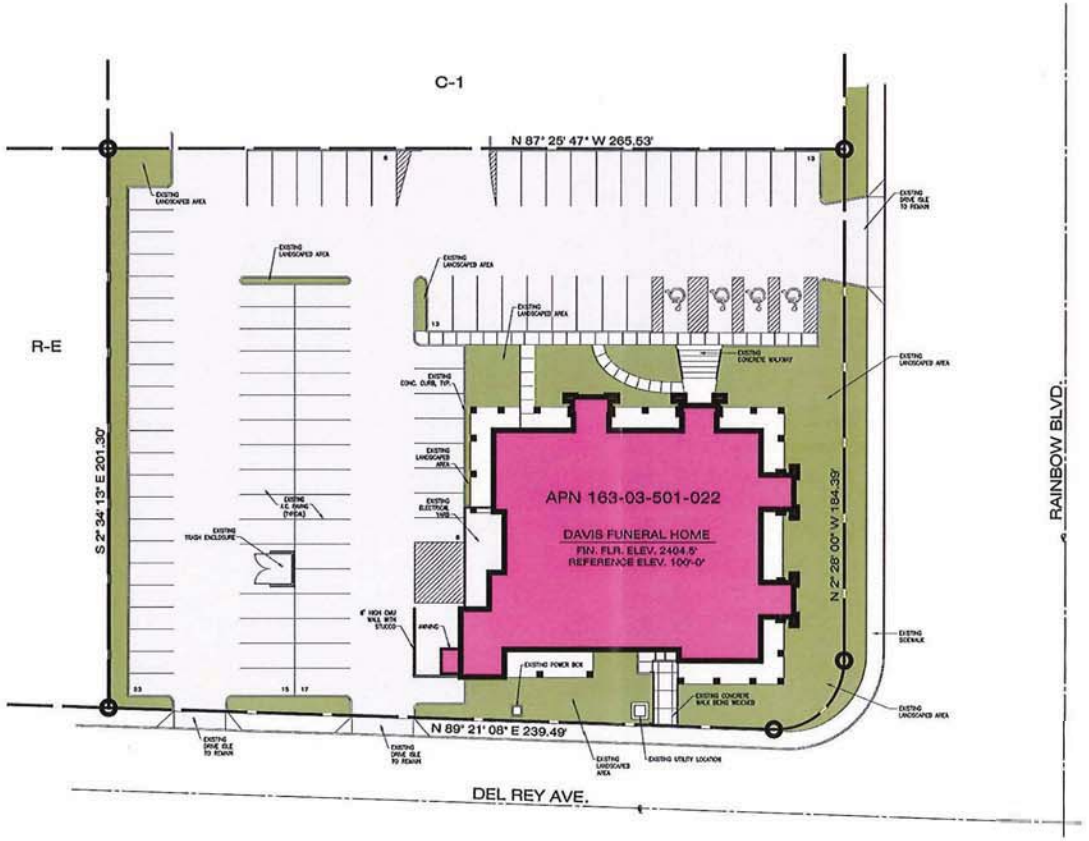
DAVIS FUNERAL HOME
1401 S. RAINBOW BOULEVARD, LAS VEGAS, NV 89146
LEGACY FUNERAL GROUP

DATE: 07.16.2014 SHEET: 1 OF 4 SH PROJECT NO.: 140026

SH ARCHITECTURE
7250 Peak Drive Suite 216 Las Vegas Nevada 89128
p 702.363.2222 f 702.363.6060 www.sh-architecture.com

SUP-55195

DAVIS
FUNERAL HOMES & MEMORIAL PARK



SITE PLAN
16' NORTH

SITE DATA

APN:	163-03-501-022
JURISDICTION:	CITY OF LAS VEGAS
CURRENT ZONING:	C-1
LOT SIZE:	AREA
ACREAGE	1.25 ACRE
SQUARE FOOTAGE	54,450 SF
SETBACKS:	
BUILDING:	
FRONT	10 ft.
SIDE	10 ft.
INTERIOR SIDE	10 ft.
REAR	20 ft.
LANDSCAPE:	
FRONT	15 ft.
SIDE	15 ft.
INTERIOR SIDE	8 ft.
REAR	8 ft.
BUILDING COVERAGE:	AREA %
MAXIMUM	50%
ACTUAL	19.9%
PARKING:	TOTALS
REQUIRED	14 SPACES (1:100SF IN GATHERING ROOM @ 1,323 SF)
PROVIDED	95 SPACES
ACCESSIBLE REQUIRED:	4
ACCESSIBLE PROVIDED:	4

GENERAL NOTE:

ALL EXISTING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRIVE ISLES, PARKING, TRASH ENCLOSURE, AC PAVING, AND LIGHTING ARE TO REMAIN.



VICINITY MAP NTS NORTH

PRJ-55088
07/22/14

DAVIS FUNERAL HOME
1401 S. RAINBOW BOULEVARD, LAS VEGAS, NV 89146
LEGACY FUNERAL GROUP

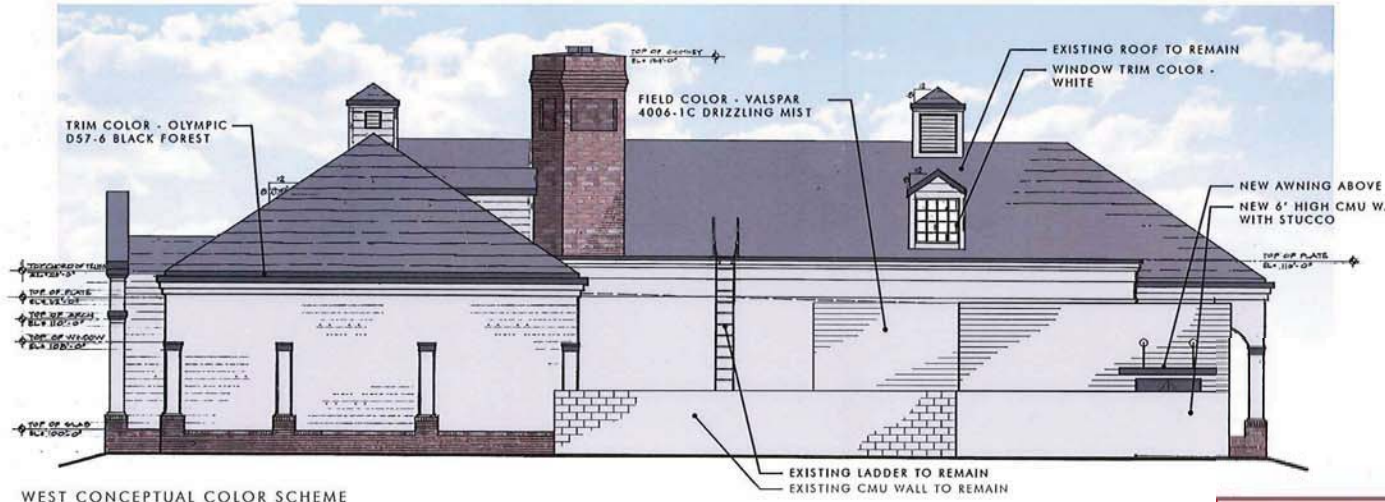
DATE: 07.21.2014 SHEET: 1 OF 5 SH PROJECT NO.: 140026

SH ARCHITECTURE
7250 Peak Drive Suite 216 Las Vegas Nevada 89128
p.702.363.2222 f.702.363.6060 www.sh-architecture.com

SUP-55195



NORTH CONCEPTUAL COLOR SCHEME



WEST CONCEPTUAL COLOR SCHEME

DAVIS
FUNERAL HOMES & MEMORIAL PARK

GENERAL NOTE:

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PRJ-55088
07/22/14

CONCEPTUAL COLOR SCHEME ELEVATIONS

DAVIS FUNERAL HOME

1401 S. RAINBOW BOULEVARD, LAS VEGAS, NV 89146

LEGACY FUNERAL GROUP

DATE: 07.21.2014 SHEET: 3 OF 5 SH PROJECT NO.: 140026

SUP-55195

SH ARCHITECTURE
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p.702.363.2722 f.702.363.6060 www.sh-architecture.com

DAVIS
FUNERAL HOMES & MEMORIAL PARK



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

GENERAL NOTE:

ALL EXISTING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRIVE ISLES, PARKING, TRASH ENCLOSURE, AC PAVING, AND LIGHTING ARE TO REMAIN.

ALL BUILDING HEIGHTS, LAND COVERAGE AND PARKING CALCULATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE. ANY PROPOSED DEVELOPMENT IS SUBJECT TO REVIEW AND APPROVAL BY GOVERNMENTAL AGENCIES.

PRJ-55088
07/22/14

EXTERIOR ELEVATION(S)
NTS

DAVIS FUNERAL HOME
1401 S. RAINBOW BOULEVARD, LAS VEGAS, NV 89146
LEGACY FUNERAL GROUP

DATE: 07.21.2014 SHEET: 4 OF 5 SH PROJECT NO.: 140026

SH ARCHITECTURE
7250 Peak Drive Suite 216 Las Vegas Nevada 89128
p.702.363.2222 f.702.363.6060 www.sh-architecture.com

SUP-55195



1. WEST PARKING LOT



2. TRASH ENCLOSURE



3. SOUTHEAST CORNER

DAVIS
FUNERAL HOMES & MEMORIAL PARK



4. SOUTHEAST CORNER



5. NORTHEAST CORNER



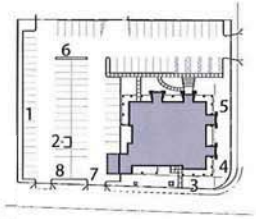
5. NORTHWEST CORNER



7. SOUTHWEST CORNER



8. DEL REY LANDSCAPE



GENERAL NOTE:

ALL EXISTING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRIVE ISLES, PARKING, TRASH ENCLOSURE, AC PAVING, AND LIGHTING ARE TO REMAIN.

PRJ-55088
07/22/14

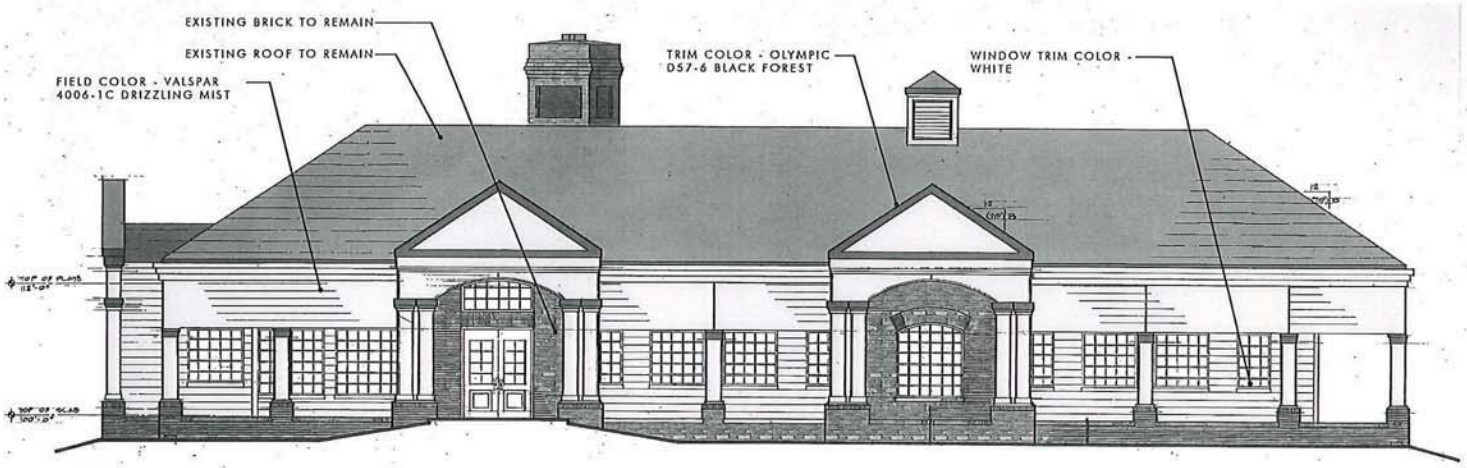
SITE PHOTOS

DAVIS FUNERAL HOME
1401 S. RAINBOW BOULEVARD, LAS VEGAS, NV 89146
LEGACY FUNERAL GROUP

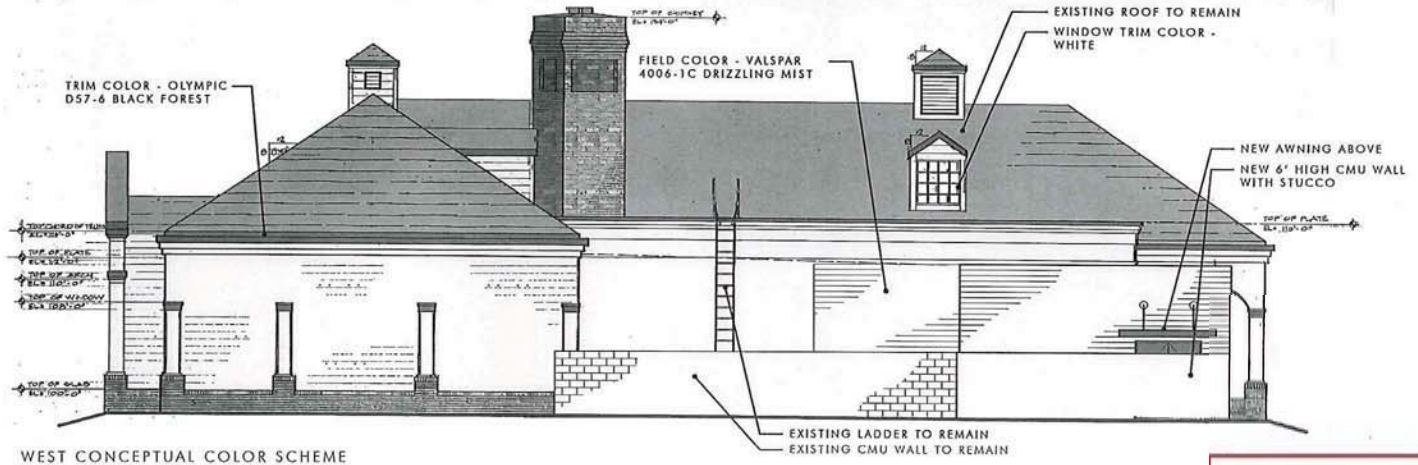
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SUP-55195

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NORTH CONCEPTUAL COLOR SCHEME



WEST CONCEPTUAL COLOR SCHEME

CONCEPTUAL COLOR SCHEME ELEVATIONS
NTS

DAVIS FUNERAL HOME
1401 S. RAINBOW BOULEVARD, LAS VEGAS, NV 89146
LEGACY FUNERAL GROUP

DATE: 07.21.2014 SHEET: 3 OF 5 SH PROJECT NO.: 140026

DAVIS
FUNERAL HOMES & MEMORIAL PARK

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PRJ-55088
07/22/14

SUP-55195

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DAVIS
FUNERAL HOMES & MEMORIAL PARK



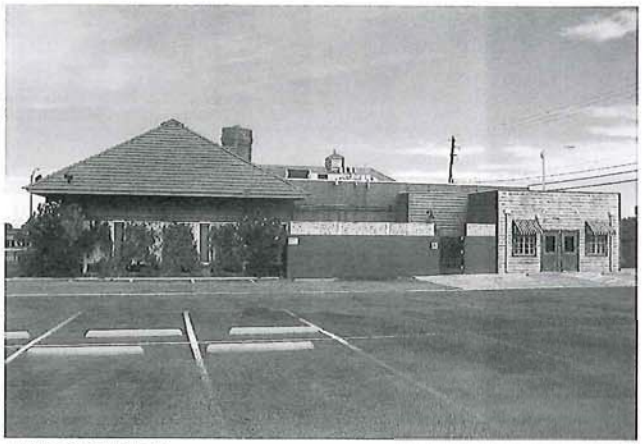
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

GENERAL NOTE:

ALL EXISTING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRIVE ISLES, PARKING, TRASH ENCLOSURE, AC PAVING, AND LIGHTING ARE TO REMAIN.

ALL BUILDING AREAS, LAND COVERAGE AND PARKING CALCULATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE. ANY PROPOSED DEVELOPMENT IS SUBJECT TO REVIEW AND APPROVAL BY GOVERNMENTAL AGENCIES.

PRJ-55088
07/22/14

EXTERIOR ELEVATION(S)
NTS

DAVIS FUNERAL HOME
1401 S. RAINBOW BOULEVARD, LAS VEGAS, NV 89146
LEGACY FUNERAL GROUP

DATE: 07.21.2014 SHEET: 4 OF 5 SH PROJECT NO.: 140026

SH ARCHITECTURE
7250 Peak Drive Suite 216 Las Vegas Nevada 89128
p.702.363.2222 f.702.363.6060 www.sh-architecture.com

SUP-55195



1. WEST PARKING LOT



2. TRASH ENCLOSURE



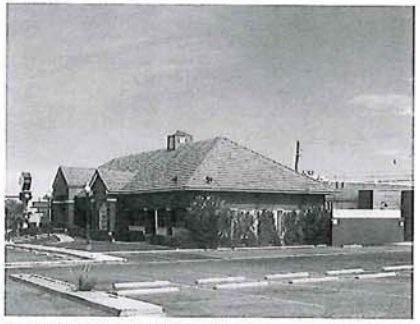
3. SOUTHEAST CORNER



4. SOUTHEAST CORNER



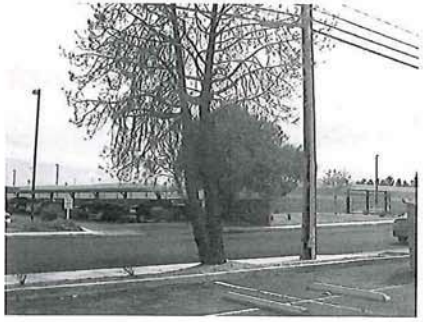
5. NORTHEAST CORNER



5. NORTHWEST CORNER



7. SOUTHWEST CORNER



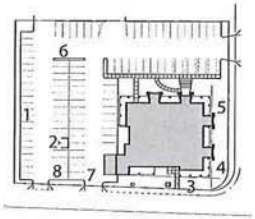
8. DEL REY LANDSCAPE

SITE PHOTOS
NTS

DAVIS FUNERAL HOME
1401 S. RAINBOW BOULEVARD, LAS VEGAS, NV 89146
LEGACY FUNERAL GROUP

DATE: 07.21.2014 SHEET: 5 OF 5 SH PROJECT NO.: 140026

DAVIS
FUNERAL HOMES & MEMORIAL PARK



GENERAL NOTE:

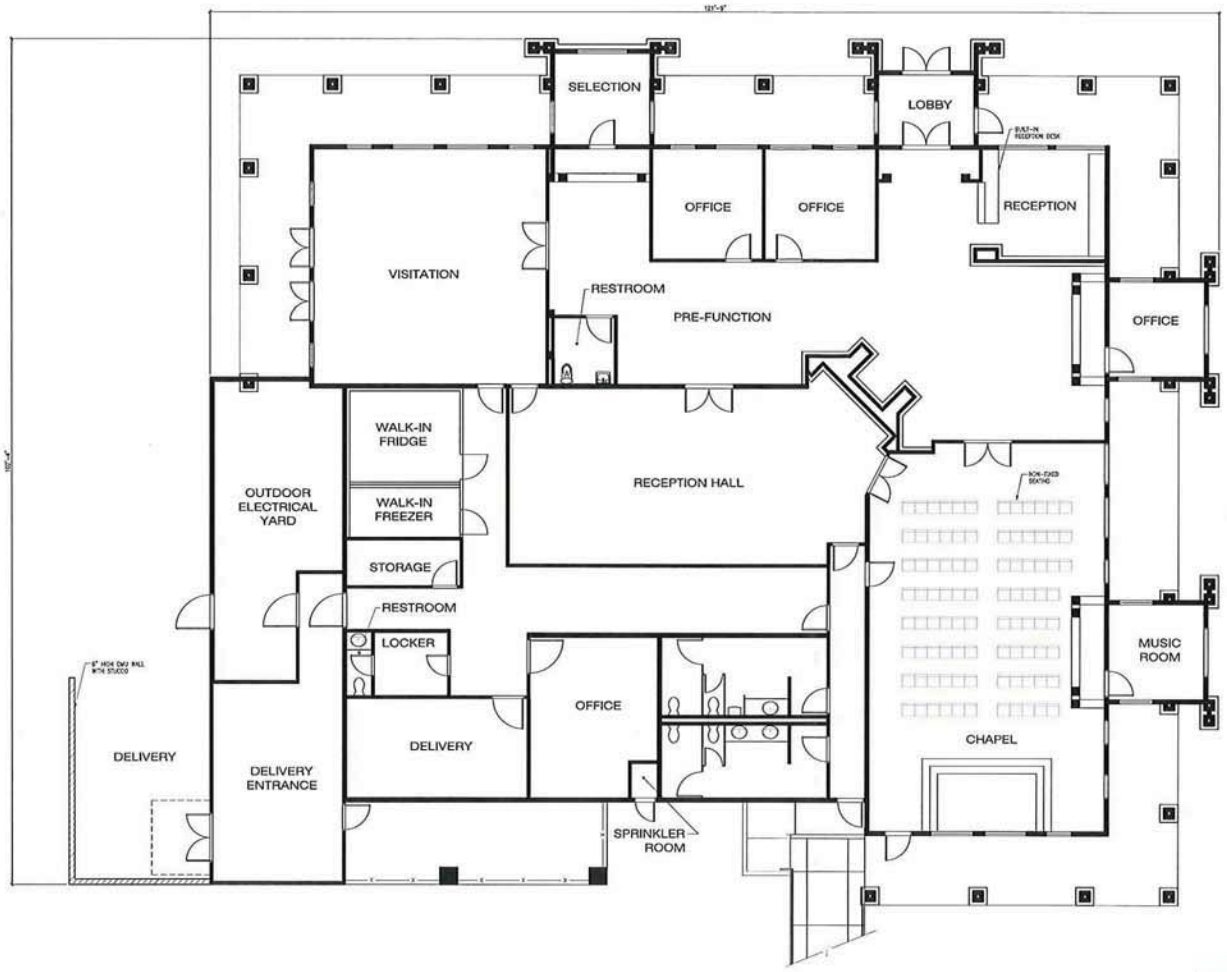
ALL EXISTING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRIVE ISLES, PARKING, TRASH ENCLOSURE, AC PAVING, AND LIGHTING ARE TO REMAIN.

ALL EXISTING AREAS, SAND COVERAGE AND PAVING DELINEATIONS ARE REQUIRED AND SUBJECT TO CHANGE AS PROPOSED DEVELOPMENT IS SUBJECT TO REVIEW AND APPROVAL OF ANY AND ALL DEVELOPMENTS.

PRJ-55088
07/22/14

SUP-55195

SH ARCHITECTURE
7250 Peak Drive Suite 216 Las Vegas Nevada 89128
p.702.363.2222 f.702.363.6060 www.sh-architecture.com



DAVIS
FUNERAL HOMES & MEMORIAL PARK

PLAN DATA

BUILDING AREA:	10,812 SF
BUILDING USE: OCCUPANCY TYPE	A-3
NUMBER OF STORIES: PROVIDED	1

GENERAL NOTE:

ALL EXISTING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRIVE ISLES, PARKING, TRASH ENCLOSURE, AC PAVING, AND LIGHTING ARE TO REMAIN.

FLOOR PLAN
5.3' NORTH

PRJ-55088
07/22/14

DAVIS FUNERAL HOME
1401 S. RAINBOW BOULEVARD, LAS VEGAS, NV 89146
LEGACY FUNERAL GROUP

DATE: 07.21.2014 SHEET: 2 OF 5 SH PROJECT NO.: 140026

SUP-55195

SH ARCHITECTURE
7350 Peak Drive Suite 216 Las Vegas Nevada 89128
p.702.363.2222 f.702.363.6060 www.sh-architecture.com

KAEMPFER CROWELL

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 900
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

July 17, 2014

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification letter – Funeral home
APN: 163-03-501-022

To Whom It May Concern:

Please be advised, this office represents Davis Funeral Home (the "Applicant"). On behalf of the Applicant, we are requesting a special use permit for a funeral home. The subject property is located at 1401 S. Rainbow (APN: 163-03-501-022) (the "Site"). The Site is zone C-1 and was previously used as a restaurant location. The building is still existing as is the parking lot.

The Applicant intends to use the existing building but will be updating the look of the building with new paint colors. The funeral home will be used for funeral services, memorials, viewing services as well as ancillary uses to meet this need. There will be approximately 4-5 employees on site. The typical hours of operation for funeral services would be seven days per week from 8:00 a.m. to 10:00 p.m. Parking on-site significantly exceeds code requirements for this type of use.

The Applicant respectfully submits that conversion of the existing building into a funeral home would be a compatible use for the area. The existing funeral home at 2127 West Charleston Boulevard also is adjacent to residential homes and has been in that location for 20 years with no code violations.

Thank you for your consideration of this request.

Sincerely,

KAEMPFER CROWELL

Jennifer Lazovich

Jennifer Lazovich

JJL/sfm

SUP-55195

PRJ-55088
07/22/14



SUP-55195 [PRJ-55088] - APPLICANT: DAVIS FUNERAL HOME - OWNER: HART VOLLAND ENTERPRISES, LLC
1401 SOUTH RAINBOW BOULEVARD

07/31/14



SUP-55195 [PRJ-55088] - APPLICANT: DAVIS FUNERAL HOME - OWNER: HART VOLLAND ENTERPRISES, LLC
1401 SOUTH RAINBOW BOULEVARD

07/31/14



SUP-55195 [PRJ-55088] - APPLICANT: DAVIS FUNERAL HOME - OWNER: HART VOLLAND ENTERPRISES, LLC
1401 SOUTH RAINBOW BOULEVARD

07/31/14

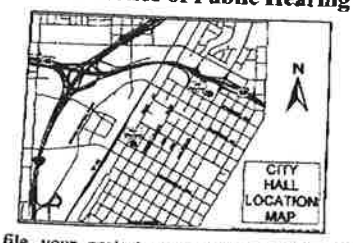
City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES $ 00.46⁰ OCT 02 2014 ZIP CODE 89101

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Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. 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-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

MERL ONE QUALIFIED PERS RES TR
MERL TWO QUALIFIED PERS RES TR
1301 ROSANNA ST
LAS VEGAS NV 89117

APN#16303503011

71 HRDGNMP 89117

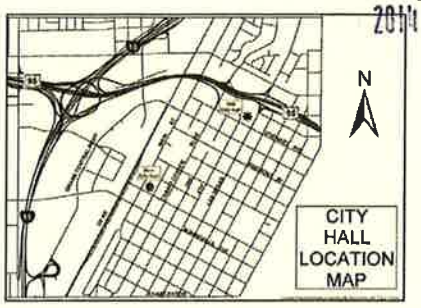
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

TRAN CALVIN & KAREN
5577 N CHARLOTTE AVE
SAN GABRIEL CA 91776-1620

APN#16302113031

102 HRDGNMP 91776

Submitted after final agenda

Date 10-9-14 Item 53

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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

MERCADO 888 L L C
P O BOX 65157
VANCOUVER WA 98665

APN#16302101002

2 HRDGMP 98665

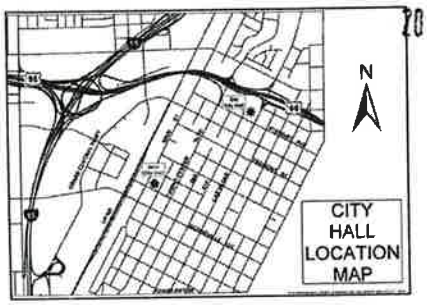
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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

GIER ROGER N & PATRICIA A
1320 CASA DEL REY CT
LAS VEGAS NV 89117-1533

APN#16303510007

71 HRDGNMP 89117

Application Information

SUP-55195 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DAVIS FUNERAL HOME & MEMORIAL PARK - OWNER: HART VOLLAND ENTERPRISES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MORTUARY OR FUNERAL CHAPEL USE at 1401 South Rainbow Boulevard (APN 163-03-501-022), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-55088].

This will not be good for this neighborhood. There should Not be a special use permit granted. We have an representative Will do the Right thing.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***October 15, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702)229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov.

Submitted after final agenda

Date 10-14-14 Item 53

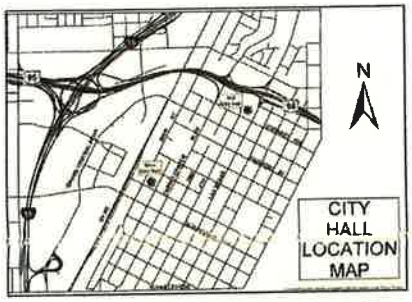
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495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

MIYATA LYNELLE K
1341 CASA DEL REY CT
LAS VEGAS NV 89117-1533

APN#16303510003

71 HRDGNMP 89117

Application Information

SUP-55195 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DAVIS FUNERAL HOME & MEMORIAL PARK - OWNER: HART VOLLAND ENTERPRISES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MORTUARY OR FUNERAL CHAPEL USE at 1401 South Rainbow Boulevard (APN 163-03-501-022), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-55088].

We dont need our Property values going even further lower
I have a senior living facility next door to my House and dont need or want a funeral Home Here too. Please stop this

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***October 15, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

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Submitted after final agenda

Date 10-15-14 Item 53

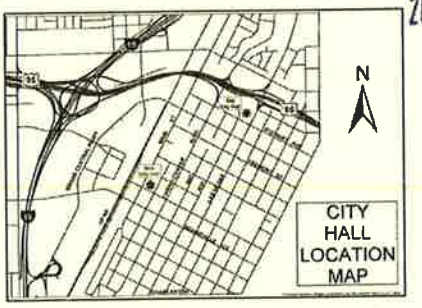
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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

SCHWARTZ MARGARET
1417 SANTA MARGARITA ST #A
LAS VEGAS NV 89146-0899

APN#16302211013

71 HRDGNMP 89146

Submitted after final agenda

Date 10-15-14 Item 53

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

ROBERTS LYNN D
1418 SANTA MARGARITA ST #D
LAS VEGAS NV 89146-2938

APN#16302210060

T1 HRDGNMP 89146

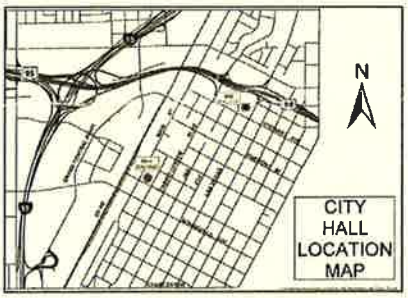
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

MEYERS RICHARD T
1418 SANTA MARGARITA #A
LAS VEGAS NV 89146-2938

APN#16302210057

Submitted after final agenda
Date 10-8-14 Item 53

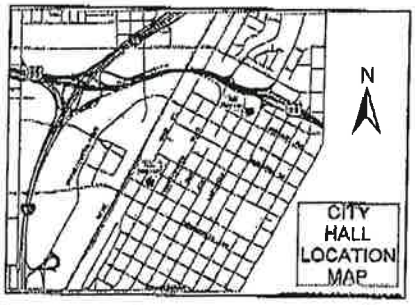
T1 HRDGNMP 89146

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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.

SUP-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

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2014 OCT 14 P 3:57

HART VOLLAND ENTERPRISES L L C
MILLS JAMES MICHAEL
%MCB MGT CO INC
3360 W HACIENDA AVE #101
LAS VEGAS NV 89118-1720

APN#16303501022

Submitted after final agenda

Date 10-15-14 Item 53

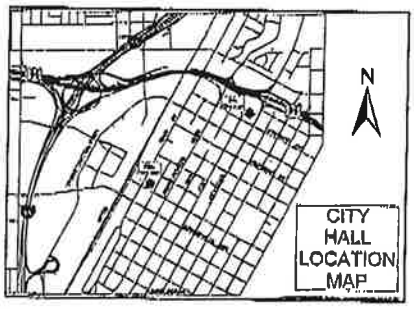
City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
City Council Meeting of October 15, 2014

Hart Volland Enterprises LLC
3380 W. Hacienda Ave. Ste 101
Las Vegas, Nevada 89118

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2014 OCT 14 P 3:57

73 HRDFMP 891.18

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

SUBJECT: **SUP-55195 - APPLICANT: DAVIS FUNERAL HOME & MEMORIAL PARK - OWNER: HART VOLLAND ENTERPRISES, LLC**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***OCTOBER 15, 2014 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor 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 City Council 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 City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM *OCTOBER 14, 2014.*

Signature — Date: 10/14/14

R. Todd Noecker C.F.S.P.

Please Print Name

Davis Funeral Home

Company Name

Sincerely,

Thomas A. Perrigo
Acting Director
Department of Planning

AGENDA ITEM #53
RECEIVED 10/14/14

Submitted after final agenda

Date 10-15-14 Item 53

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

RECEIVED
SEP 03 2014
City of Las Vegas
Dept. of Planning

SUBJECT: SUP-55195 [PRJ-55088] - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DAVIS FUNERAL HOME & MEMORIAL PARK - OWNER: HART VOLLAND ENTERPRISES, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 9, 2014*** 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 letter and fax it to *Nora Lares* at *(702)464-7499* or e-mail to *nlares@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 ***SEPTEMBER 8, 2014.***

Signature

Sept 3 2014
Date

Todd Moecker
Please Print Name

Davis Funeral Home
Company Name

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

Submitted after final agenda
Date 09/03/14 Item 10

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

71 FRDFNHP 89117

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 AUG 28 2014
MAILED FROM ZIPCODE 89101

RECEIVED
SEP 2 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195
16303503011
MERL ONE QUALIFIED PERS RES TR
MERL TWO QUALIFIED PERS RES TR
1301 ROSANNA ST
LAS VEGAS NV 89117

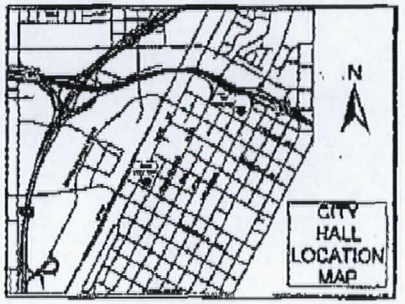
Date 09/02/14 Item IDP

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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Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

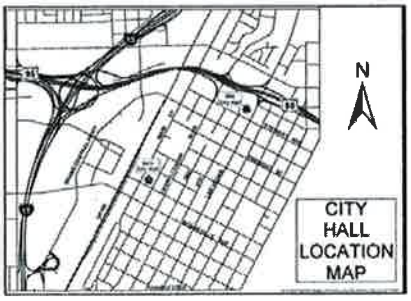
Case: SUP-55195
16302213044
CALIFORNIA CROSSING L L C
6600 W CHARLESTON BLVD #122
LAS VEGAS NV 89146-1067

71 FRDFNMP 89146

Date 09/2/14 Item 10A

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-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

71 FRDFMMP 8317

PRESORTED FIRST CLASS

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0004279218 AUG 28 2014
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 08 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195
16303503012
BENGOCHEA AMADOR & DOROTHY
3030 S DURANGO DR
LAS VEGAS NV 89117-9186

Submitted after final agenda
Date 09/08/14 Item 10 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 AUG 28 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



89128-23-1[illegible] LV NV 891[illegible]

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SEP 08 2014
City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

Case: SUP-55195
16302113026
HAGOPIAN LEO MILLENNIUM LIV TR
HAGOPIAN LEO TRS
1703 ARCTURUS AVE
RACINE WI 53404-2201

2 FRDFNHF 53404

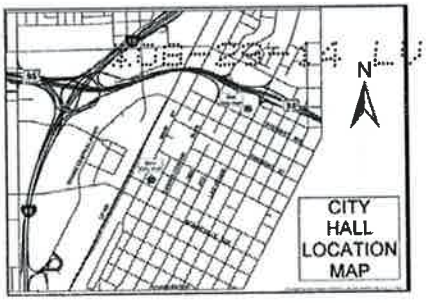
Submitted after final agenda
Date 09/08/14 Item 1DP

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 ZIP CODE 89101

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Official Notice of Public Hearing



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SEP 08 2014
City of Las Vegas
Dept of Planning

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

Case: SUP-55195
16302113071
TRAN CALVIN & KAREN
5577 N CHARLOTTE AVE
SAN GABRIEL CA 91776-1620

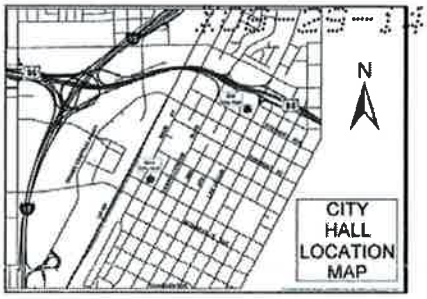
Submitted after final agenda
Date 09/08/14 Item 10P

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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0004279218 AUG 28 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

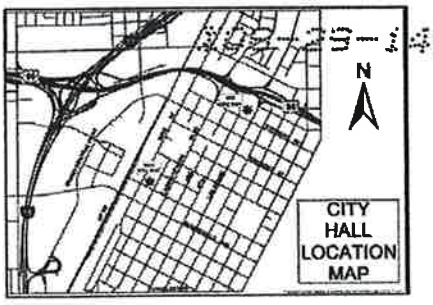
RECEIVED
SEP 08 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195
16302112012
HUI BILL & TSAUR YUNN REV TR
HUI BILL Y TRS
2935 WOODLAWN AVE
SAN MARINO CA 91108-3043

Submitted after final agenda
Date 09/08/14 Item 10P

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-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

RECEIVED
SEP 08 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195
16302113028
LEVY ABRAHAM & ARLENE B
P O BOX 297
ACTON CA 93510

2 FRDFNMP 93510

Submitted after final agenda
Date 09/08/14 Item 10 P

001/001

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

RECEIVED
SEP 3 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195
16303503012
BENGOCHEA AMADOR & DOROTHY
3030 S DURANGO DR
LAS VEGAS NV 89117-9186

71 FRDFTMP 89117

Submitted after final agenda
Date 09/03/14 Item 10P

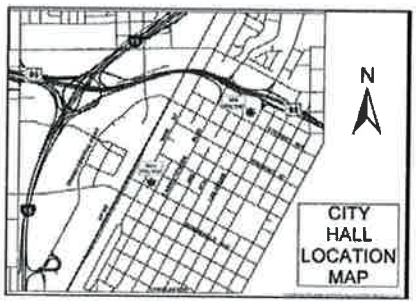
09/03/2014 13:57 FAX 7026710429 BENTAR

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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0004279218 AUG 28 2014
MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-55195 [PRJ-55088]

Planning Commission Meeting of 9/9/2014

RECEIVED
SEP 3 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195

16302111004
EUCHLER CHEYENNE EARL
6713 W CHARLESTON BLVD #2
LAS VEGAS NV 89146-9220

NOT Luck for my Regional
My Regional Does not Allow
It.



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***September 09, 2014***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

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.

Submitted after final agenda
Date 09/03/14 Item 10 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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0004279218 AUG 28 2014
MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

RECEIVED

SEP 3 2014

City of Las Vegas
Dept. of Planning

Case: SUP-55195

16302211025
RUSSELL CRYSTAL
2721 SHADY POND WAY
LAS VEGAS NV 89117-0403

T1 FRDFMP 8911 7

Submitted after final agenda

Date 09/03/14 Item 10P

SUP-55195

RECEIVED

SEP 08 2014

City of Las Vegas
Dept. of Planning

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a: MERCADO DEL SOL SLOPANS PTR

☒ Property Owner - APN - 163-02-101-002

☒ Business Owner - MERCADO 888 LLC

☐ Resident

My name is: Bob Muse

Main Add
P.O. Box 65157
Vancouver, WA
98665

Business My Address is: 1122 S. RAINBOW BV
L.V. NV. 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X J R Muse

J.R. Muse
Please Sign & Print

9/1/14
Date

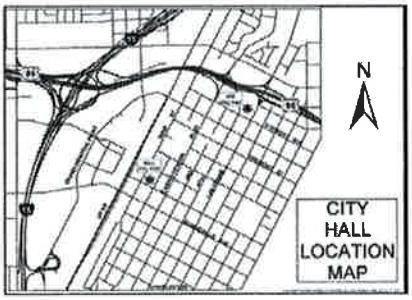
Submitted after final agenda
Date 09/08/14 Item 10 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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0004279218 AUG 28 2014
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

RECEIVED
SEP 3 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195
16302210072
TAYLOR MARY L TRUST
TAYLOR MARY L TRS
1416 SANTA MARGARITA ST #H
LAS VEGAS NV 89146-9307

T1 FROFMP 89146

Submitted after final agenda
Date 09/03/14 Item 10 A

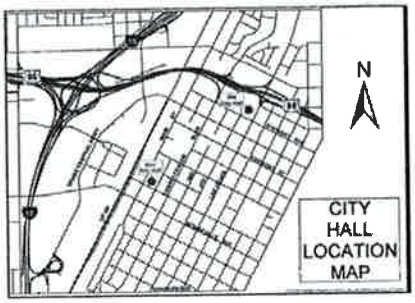
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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UNITED STATES POSTAGE PITNEY BOWES

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

RECEIVED
SEP 3 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195
16302210057
MEYERS RICHARD T
1418 SANTA MARGARITA #A
LAS VEGAS NV 89146-2938

T1 FROFMHP 89146

Submitted after final agenda
Date 09/03/14 Item 10 A

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 ZIP CODE 89101

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55195 [PRJ-55088]
Planning Commission Meeting of 9/9/2014

RECEIVED
SEP 3 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195
16302210074
BRADLEY DONALD M & SUSAN M
1412 SANTA MARGARITA ST
UT B
LAS VEGAS NV 89146

T1 FROFMIP 89145

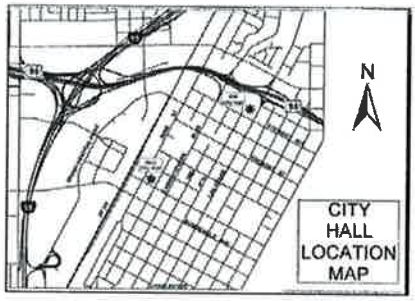
Submitted after final agenda
Date 09/03/14 Item 10 A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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SUP-55195 [PRJ-55088]

Planning Commission Meeting of 9/9/2014

RECEIVED
SEP 3 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55195

16302210060
ROBERTS LYNN D
1418 SANTA MARGARITA ST #D
LAS VEGAS NV 89146-2938

Welcome to the neighborhood. I believe your business will fit into our environment and provide stability. Yes, there could be some traffic concerns but not a severe impact. Most neighbors I met also approve of this plan. Sincerely, Lynn Roberts



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***September 09, 2014***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

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

Submitted after final agenda
Date 09/03/14 Item 10 A

FAX

Date: 9/9/2014

To: City of Las Vegas Planning & Development

702-382-4803

From: Gina Kemple Property Manager for Rio Blanco Ranch

To Whom It May Concern

It has been brought to our attention that a proposed Mortuary or Funeral Chapel is

Applying for a Special Use Permit CASE #SUP-55195 (PRJ-55088). Rio Blanco Ranch, LLC

The ownership of 1321 and 1331 S. Rainbow Las Vegas, NV 89146 is in complete opposition to the proposed Mortuary use.

The tenants of our building have expressed that this use will have a severe negative impact their medical practice as well as parking issues. The economic situation in Las Vegas has caused an ongoing vacancy in building 1331 S. Rainbow. The placement of a mortuary will cause more difficulty in placing tenants in our building. We are attaching Opposition Letters from our tenants which have occupied building 1321 S. Rainbow for over 10 years.

Thank you,

Gina Kemple

Gina Kemple

Property Manager for Rio Blanco Ranch

Submitted at Planning Commission

Date 9/9/14 Item 10

by Gina KEMPLE

cima medical centers

1321 s. rainbow blvd.

suite #101

las vegas, Nv. 89146

phone: (702) -476-2287

fax: (702) 476-2035

September 8th, 2014

TO WHOM IT MAY CONCERN

We noticed that next to our business there is an announcement that states SPECIAL USE PERMIT for a proposed mortuary or funeral chapel use. Therefore, we are writing to express our COMPLETE OPPOSITON to this. I owned a medical clinic and this is not good for our business. The opening would impact our business directly as people would not like to treated in a facility next to a funeral business. We have been doing business in our location for the past five years and it has us this long to establish it.

If you need to talk to me or need further information, please do not hesitate to contact me at your earliest convenience at (702) 249-8670.

Regards,

Robert Webb,
owner
CIMA MEDICAL CENTERS, LLC

Miles B. Fine, D.O.
1321 S. Rainbow Blvd Suite #220
Las Vegas, NV 89146
Phone: 880-1212 Fax: 880-1241

To Whom It May Concern:

My name is Dr. Miles B. Fine; I currently occupy the space indicated above and I am writing this letter to oppose the use of a funeral home next to my place of business. This will cause negative reflections upon my business and parking issues.

Sincerely,

Dr. Miles B. Fine

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
140[illegible] S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☑ Property Owner

☐ Business Owner

☐ Resident

My name is: GINA MARKU

My Address is: 1301 CASA Del Rey Ct
LAS VEGAS NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X [signature]

GINA MARKU
Please Sign & Print

Sept 7, 2014
Date

Submitted at Planning Commission
Date 9/9/14 Item 10
by Julia Kal

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

- [x] Property Owner
- [ ] Business Owner
- [ ] Resident

My name is: Christopher Klemp

My Address is: 7021 Bailey Cir
Las Vegas NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

- [x] Property values will decrease approximately 15%-40%
- [x] There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey
- [x] S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

Christopher Klemp
Please Sign & Print

9-2-14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
140[illegible] S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☑ Property Owner

☐ Business Owner

☐ Resident

My name is: DAVID KWAN

My Address is: 1321 CASADEL
RE[illegible] CT

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X DAVID KWAN

Please Sign & Print

9/6-14

Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

- [x] Property Owner
- [ ] Business Owner
- [ ] Resident

My name is: SO LIN KWAN

My Address is: 1321 CASA DEL REY

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

- [x] Property values will decrease approximately 15%-40%
- [x] There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey
- [x] S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X _____

Please Sign & Print

9/7/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
140# S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☒ Resident

My name is: John Wu

My Address is: 7296 Spring Flower
Las Vegas, N.V. 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

× John Wu
John Wu
Please Sign & Print

9/5/2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☒ Resident

My name is: YUEH CHIN WU

My Address is: 7296 SPRING FLOWER
Las V. N.V. 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Yueh Chin Chen Wu 9/5/2014

Please Sign & Print Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

- [x] Property Owner
- [ ] Business Owner
- [ ] Resident

My name is: Dionne Klemp

My Address is: 7021 Bailey Cir
Las Vegas NV 89117

i'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

- [x] Property values will decrease approximately 15%-40%
- [x] There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey
- [x] S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Dionne Klemp

Dionne Klemp
Please Sign & Print

9/2/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☒ Business Owner

☐ Resident

My name is: LINDA STAVROS

My Address is: 10761 W. CHARLESTON
LAS VEGAS NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☐ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X LINDA STAVROS
Please Sign & Print

9/5/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☒ Business Owner

☒ Resident

My name is: Paul Hsueh

My Address is: 7279 Spring Flower Ave
L.V. 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x [signature] 9/4/14

Please Sign & Print

Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☑ Property Owner

☐ Business Owner

☐ Resident

My name is: Charles McGonigal

My Address is: 7065 Del Rey
LAS Vegas NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Charles W McGonigal

Charles W. McGonigal
Please Sign & Print

9/2/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☒ Property Owner

☐ Business Owner

☐ Resident

My name is: Patty McGonigal

My Address is: 7065 Del Rey Ave
Las Vegas NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☒ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Patty McGonigal

Patty McGonigal
Please Sign & Print

9/2/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☑ Property Owner

☐ Business Owner

☑ Resident

My name is: Cynthia Mclaughlin

My Address is: 6960 Del Rey Ave
Las Vegas NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

× Cynthia McLaughlin
Cynthia Mclaughlin
Please Sign & Print

9-2-14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☑ Property Owner

☐ Business Owner

☐ Resident

My name is: David Moore

My Address is: 1360 Rosanna St.

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X

David Moore
Please Sign & Print

9/2/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

- [x] Property Owner
- [ ] Business Owner
- [ ] Resident

My name is: Anton Gross

My Address is: 1400 Rosanna ST.
Las Vegas NV.
89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

- [ ] Property values will decrease approximately 15%-40%
- [x] There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey
- [x] S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X _____

Anton Gross
Please Sign & Print

9/2/2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☒ Property Owner

☐ Business Owner

☒ Resident

My name is: JAMES McLaughlin

My Address is: 6960 Del Rey AVE.
LAS Vegas, NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X James McLaughlin

James McLaughlin
Please Sign & Print

9-2-14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☑ Property Owner

☐ Business Owner

☐ Resident

My name is: Michael D Mathews

My Address is: 7020 Bailey Cir
Las Vegas, NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☒ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X

Michael D. Mathews

Please Sign & Print

9-2-14

Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☒ Property Owner

☐ Business Owner

☐ Resident

My name is: Patricia Gier

My Address is: 1320 Casa Del Rey Ct
LV NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Patricia Gier

Patricia Gier
Please Sign & Print

9/2/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☒ Property Owner

☐ Business Owner

☐ Resident

My name is: Roger Giev

My Address is: 1320 Casa Del Rey Ct
LV NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☒ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X Roger Giev
Roger Giev
Please Sign & Print

9/2/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☒ Property Owner

☐ Business Owner

☐ Resident

My name is: John Saycich

My Address is: 1290 Rosanna
L.V. NV
89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☒ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X John Saycich

John Saycich
Please Sign & Print

9-2-14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☑ Resident

My name is: KAO, TUNG

My Address is: 7295 Spring Flower Ave.
LAS VEGAS, NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X 董

KAO TUNG L.
Please Sign & Print

9-8-14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☒ Property Owner

☒ Business Owner

☒ Resident

My name is: Julia Kuo

My Address is: 6763 W. Charleston
Las Vegas.
N.V. 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☒ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X Julia Kuo

JULIA KUO
Please Sign & Print

9/08/2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☒ Resident

My name is: Thomas Kuo

My Address is: 6760 W Oakey
Las Vegas, NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☒ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X

THOMAS KUO
Please Sign & Print

9/8/2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☒ Resident

My name is: Joanna Gonzalez

My Address is: 1242 Ebbetts Pass
las Vegas NV
89110

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☒ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Joanna Gonzales
Joanna Gonzalez
Please Sign & Print

09/08/2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1404 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☑ Property Owner

☐ Business Owner

☐ Resident

My name is: SHARON CHUNG

My Address is: 7295 Spring Flower Ave.
LAS VEGAS, NV 89117

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☐ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X Sharon Chung

SHARON P. CHUNG
Please Sign & Print

9-8-14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☒ Business Owner

☒ Resident

My name is: Jerome M Pinckney

My Address is: 4820 Grey Wolf Ln #2 Las Vegas, 89149
6757 W Charleston Blvd ste A, Las Vegas, 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☒ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Jerome M Pinckney
Jerome M Pinckney
Please Sign & Print

9/5/2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

- ☒ Property Owner
- ☐ Business Owner
- ☐ Resident

My name is: Elaine Wiseman

My Address is: 9012 Bonita Desert Ct.
LCV NV
89032

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

- ☒ Property values will decrease approximately 15%-40%
- ☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey
- ☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X Elaine Wiseman

Elaine Wiseman — 9-8-2014

Please Sign & Print — Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☒ Business Owner

☒ Resident

My name is: Sherry McRost-Moreau

My Address is: 6757 W. Charleston Blvd #17
Las Vegas NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☑ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Sherry McRost Moreau

Please Sign & Print

9/4/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☒ Resident

My name is: WILLIAM NEVIN GATES

My Address is: 2120 RAMROD AVE #2128
HENDERSON NV 89014

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X William Nevin Gates

Please Sign & Print
WILLIAM NEVIN GATES

9-8-2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☒ Business Owner

☐ Resident

My name is: DWAIN FRAZIER

My Address is: 6767 W CHARLESTON BLVD.
Suite 110
LAS VEGAS, NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Dwain Frazier
DWAIN FRAZIER
Please Sign & Print

09/08/2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☒ Business Owner

☐ Resident

My name is: Virginia Mendoza

My Address is: 6771 W. Charleston #B
Las Vegas NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X

Virginia Mendoza
Please Sign & Print

9-8-14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☑ Resident

My name is: Shirley Kho

My Address is: 904 Torrington Dr.
Las Vegas NV 89108

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☐ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Shirley Kho

SHIRLEY KHO

Please Sign & Print

9.9.14

Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☒ Business Owner

☐ Resident

My name is: Gustavo Campos

My Address is: 6769 Charleston Blvd. Ste B
Las Vegas, NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

Gustavo Campos
Please Sign & Print

09/09/2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
140[redacted] S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☑ Business Owner

☐ Resident

My name is: Francisco Mendoza

My Address is: 6771 W. Charleston #13
Las Vegas NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X _____

Francisco Mendoza
Please Sign & Print

9/8/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☑ Business Owner

☐ Resident

My name is: Kelly Gerdon

My Address is: 6757 w Charleston #A
Las Vegas NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☑ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X _____

Kelly Gerdon
Please Sign & Print

9/4/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☒ Resident

My name is: Jennifer Miller

My Address is: 6757 W. Charleston Blvd
Ste A
Las Vegas, NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☒ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x J. Miller

Jennifer Miller
Please Sign & Print

9-4-2014
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☒ Resident

My name is: Stacey Kimball

My Address is: 6757 W Charleston Suite A
Las Vegas NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

x Stacey Kimball
Stacey Kimball
Please Sign & Print

9/4/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☒ Business ~~Owner~~ Tenant

☐ Resident

My name is: Kathy Finger

My Address is:

6755 W. Charleston Blvd
Las Vegas, N.V. 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

× Kathy Finger

Kathy Finger
Please Sign & Print

9/9/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

- ☐ Property Owner
- ☑ Business ~~Owner~~ Tenant - office space
- ☐ Resident

My name is: Helen Barrett

My Address is: 6755 W. Charleston Blvd. Suite D
LAS VEGAS, NV 89146

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

- ☐ Property values will decrease approximately 15%-40%
- ☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey
- ☑ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X Helen M. Barrett

Helen M. Barrett — 9/9/14

Please Sign & Print — Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☒ Resident

My name is: Jenna Morton

My Address is: 6716 CABRA
89107

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X

Please Sign & Print

Date 9/9/14

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☒ Business Owner

☐ Resident

My name is: Reginald May

My Address is: 10495 Garden Rose Dr
LV, NV 89135

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☒ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should ~~not be~~ gathered at such a high traffic area.

X _____

Reginald May
Please Sign & Print

9/9/14
Date

To: City of Las Vegas
Planning Commissioner
333 N Ranch Ave, 3rd Floor
Las Vegas NV 89106

Re: Hearing scheduled for 9-9-2014, Please Deny Permit Application
1401 S. Rainbow Blvd
Parcel Number: 163-03-501-022
Against Special Use Permit for Proposed Mortuary or Funeral Chapel

Dear Commissioner,

I'm a:

☐ Property Owner

☐ Business Owner

☐ Resident

My name is: Lamar Knothoseh.

My Address is: 904 Torino Loco Dr.
Las Vegas NV 89108

I'm against the proposal of the addressed mentioned above, to be used as a mortuary or funeral chapel.

Reason(s) being:

☐ Property values will decrease approximately 15%-40%

☐ There already exists "Palms, Mortuary and Funeral Service Chapel", by Jones & Oakey

☐ S. Rainbow & Charleston is a busy Commercial/Retail/Office area. Funeral Processions & Escorts should not be gathered at such a high traffic area.

X [signature]

Lamar Knothoseh
Please Sign & Print

9. 9. 14
Date

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

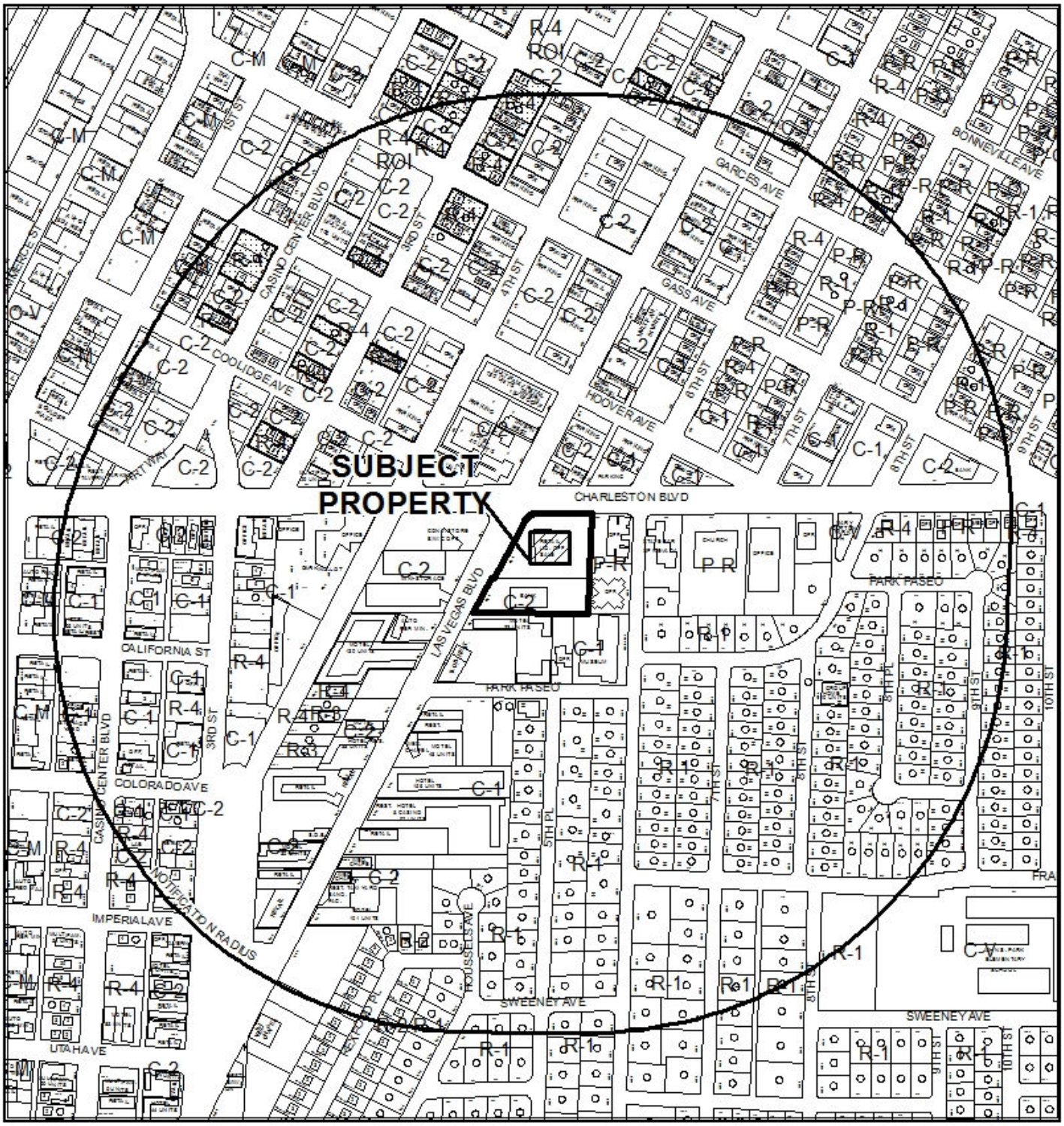
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-54752 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-37605) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 15,048 SQUARE-FOOT RETAIL ESTABLISHMENT at 1101 South Las Vegas Boulevard (APN 162-03-114-002), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter – RQR-50943
6. Justification Letter



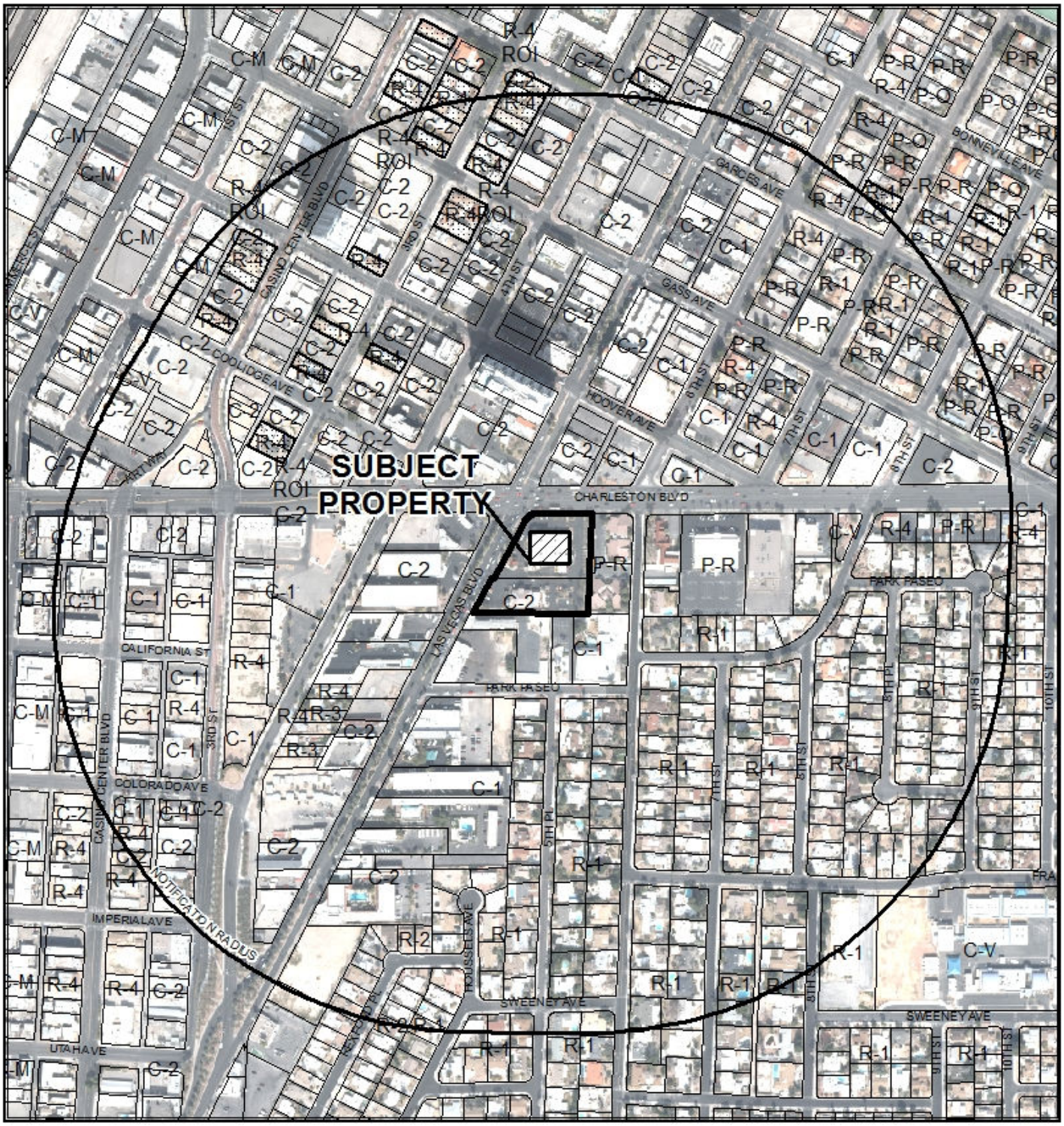
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CASE: **RQR-54752**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



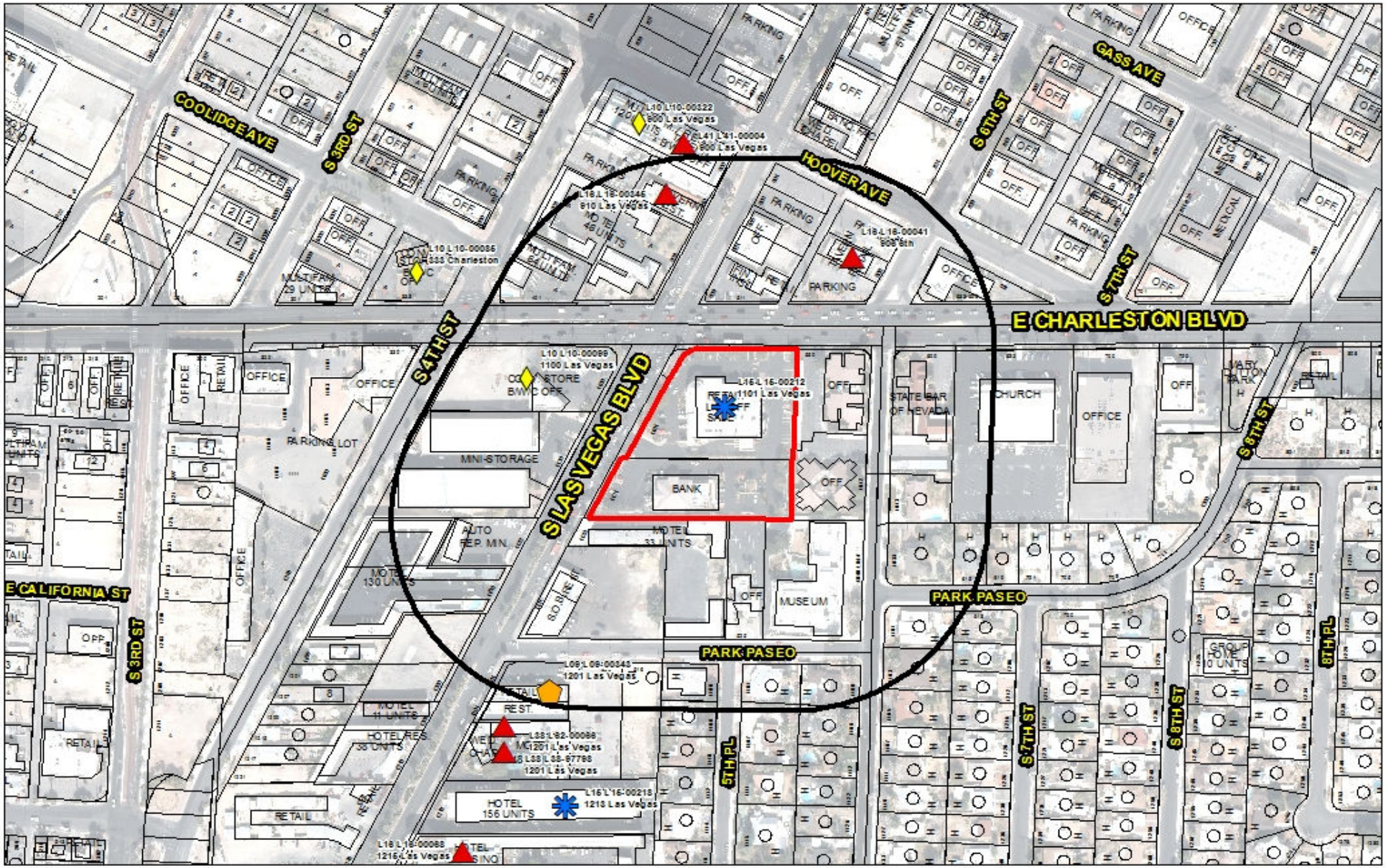
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CASE: **RQR-54752**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



RQR-54752

Package Liquor Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Beer/Wine/Cooler Off-Sale
- Package Liquor Off-Sale
- Tavern
- Restaurant With Alcohol/ Restaurant Service Bar

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- 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: Tuesday, October 14, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-54752	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-54752 CONDITIONS

Planning

1. Conformance to the conditions for Special Use Permit (SUP-37605).

2. No further reviews shall be required.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Review of a previously approved Special Use Permit (SUP-37605); which permitted a 79 square-foot Accessory Package Liquor Off-Sale use within an existing 15,048 square-foot Retail Establishment at 1101 South Las Vegas Boulevard. Condition #2 of the most recent Required Review (RQR-50943) requires another Required Review in one-year to ensure that the applicant remained in compliance with the conditions of approval of Special Use Permit (SUP-37605).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/18/10	The City Council approved a request for a Special Use Permit (SUP-37605) for a 79 square-foot Accessory Package Liquor Off-Sale within an existing 15,048 square-foot retail establishment at 1101 South Las Vegas Boulevard. The Planning Commission and staff recommended approval.
07/06/11	The City Council approved a request for an Extension of Time (EOT-41833) of a previously approved Special Use Permit (SUP-37605) for a 79 square-foot Accessory Package Liquor Off-Sale within an existing 15,048 square-foot retail establishment at 1101 South Las Vegas Boulevard. Staff recommended approval.
06/06/12	The City Council approved a request for an Extension of Time (EOT-45128) of a previously approved Special Use Permit (SUP-37605) for a 79 square-foot Accessory Package Liquor Off-Sale within an existing 15,048 square-foot retail establishment at 1101 South Las Vegas Boulevard. Staff recommended approval.
08/06/12	A code enforcement case (118041) was processed for non-functional neon lights in a sign. The case was resolved on 10/04/12.
05/15/13	The City Council approved a request for a Required Review (RQR-48761) of an approved Special Use Permit (SUP-37605) for a 79 square-foot Accessory Package Liquor Off-Sale within an existing 15,048 square-foot retail establishment at 1101 South Las Vegas Boulevard. Staff recommended approval.
11/20/13	The City Council approved a request for a Required Review (RQR-50943) of an approved Special Use Permit (SUP-37605) for a 79 square-foot Accessory Package Liquor Off-Sale within an existing 15,048 square-foot retail establishment at 1101 South Las Vegas Boulevard. Staff recommended approval.

Most Recent Change of Ownership	
12/18/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/19/97	A building permit (97005528) was issued for a new retail building at 1101 South Las Vegas Boulevard. The permit was finalized on 08/18/97.
10/01/97	A business license (C05-01836) was issued for Tobacco Sales at 1101 South Las Vegas Boulevard. The license is still active.
	A business license (D11-00147) was issued for a Drug Store at 1101 South Las Vegas Boulevard. The license is still active.
05/03/06	A building permit (06003217) was issued for Certificate of Occupancy at 1101 South Las Vegas Boulevard. The permit was finalized on 08/07/06.
07/18/08	A business license (P55-00137) was issued for a Professional Services-Pharmacy at 1101 South Las Vegas Boulevard. The license is still active.
06/29/09	A business license (G50-07718) was issued for Automated DVD Rentals at 1101 South Las Vegas Boulevard. The license is still active.
11/05/12	A temporary business license (L15-00212) was issued for Package Alcohol at 1101 South Las Vegas Boulevard. On 01/22/13 the license became permanent. The license is still active.
11/01/12	A business license enforcement case (121807) was processed employee missing health card and no employee list. The case was resolved on 12/19/12.
10/29/13	A business license enforcement case (134927) was processed for compliance of Special Use Permit (SUP-37605) which permitted a 79 square-foot Accessory Package Liquor Off-Sale within an existing 15,048 square-foot retail establishment at 1101 South Las Vegas Boulevard. The case was resolved on 10/31/13, as the business was in compliance.
09/18/14	A building permit (264831) was issued for a 105 square-foot Tenant Improvement at 1101 South Las Vegas Boulevard. The permit has not been finalized.

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	
10/15/14	Staff conducted a field check of the subject site and found the area surrounding the business neat and clean in appearance.

Details of Application Request	
Site Area	
Net Acres	1.50

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment with Accessory Package Liquor Off-Sale	C (Commercial)	C-2 (General Commercial)
North	General Retail Store, Other than Listed Auto Title Loan	C (Commercial)	C-2 (General Commercial)
South	Financial Institution, General	C (Commercial)	C-2 (General Commercial)
East	Office, Other than Listed	C (Commercial)	P-R (Professional Offices and Parking)
West	General Retail Store, Other than Listed Mini-Storage Facility	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (Downtown South)	X		Y
John S. Park Historic Neighborhood	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
Las Vegas Boulevard Scenic Byway 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 third Required Review of a previously approved Special Use Permit (SUP-37605) which permitted a 79 square-foot Accessory Package Liquor Off-Sale use within an existing 15,048 square-foot Retail Establishment at 1101 South Las Vegas Boulevard. Condition #2 of the most recent Required Review (RQR-50943) required another Required Review in one-year from approval to ensure that the applicant remained in compliance with the conditions of approval of Special Use Permit (SUP-37605). There have been 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. As the applicant has remained in compliance with the conditions of approval of Special Use Permit (SUP-37605), staff is recommending approval with conditions.

FINDINGS

The applicant has met the conditions of approval of Special Use Permit (SUP-37605); staff is recommending approval of this review, with no further reviews required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 718 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-54752** APN: 162-03-114-002

Name of Property Owner: Lakewest Las Vegas Properties, LLC

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins, Attn: Jennifer Roberts

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
SEP 09 2014
Dept of Planning
City of Las Vegas

Signature of **Applicant:** _____

Print Name: REBECCA LIDSKIN

Subscribed and sworn before me

This 3rd day of SEPTEMBER, 2014

"OFFICIAL SEAL"
JAMIE M. BATES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/16/2014

Jamie M Bates
Notary Public in and for said County and State

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED
SEP 09 2014
Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-54752 APN: 162-03-114-002

Name of Property Owner: Lakewest Las Vegas Properties, LLC

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins, Attn: Jennifer Roberts

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: _____

Lakewest Las Vegas Prop LLC, by: Lake Stony Prop Ltd., its sole member
by: Lakewest Equity, Inc., its general partner

Signature of Property Owner: _____

Print Name: Roger F Ruttenberg, President

State of Illinois/County of Cook
Subscribed and sworn before me

This 2nd day of September, 20 14

Dawn M Stevenson
Notary Public in and for said County and State

OFFICIAL SEAL
DAWN M STEVENSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/17

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: RQR-54752 - Required Review - SUP - Accessory Package

Project Address (Location) 1101 South Las Vegas Boulevard

Project Name Walgreens **Proposed Use** Drug store (existing)

Assessor's Parcel #(s) 162-03-114-002 **Ward #** 3

General Plan: existing XX proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information SUP-37605 - Previous case RQR-50943

RECEIVED
SEP 09 2014
Dept of Planning
City of Las Vegas

PROPERTY OWNER Lakewest Las Vegas Properties **Contact** Atlas Partners LLC

Address 55 East Monroe Street, Suite 2910 **Phone:** (312) 516-5703 **Fax:** (312) 516-5710

City Chicago **State** IL **Zip** 60603

E-mail Address None

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** IL **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South 4th Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 383-8845

City Las Vegas **State** NV **Zip** 89101

E-mail Address jroberts@lionelsawyer.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.

Lakewest Las VEgas Prop LLC by Lake Stony Properties ltd. its sole mamber by Lakewest Equity Inc. its GP **Property Owner Signature*** _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Roger F Ruttenberg, President

State of Illinois, County of Cook
Subscribed and sworn before me

This 2nd day of September, 20 14.

Dawn M Stevenson

Notary Public in and for said County and State

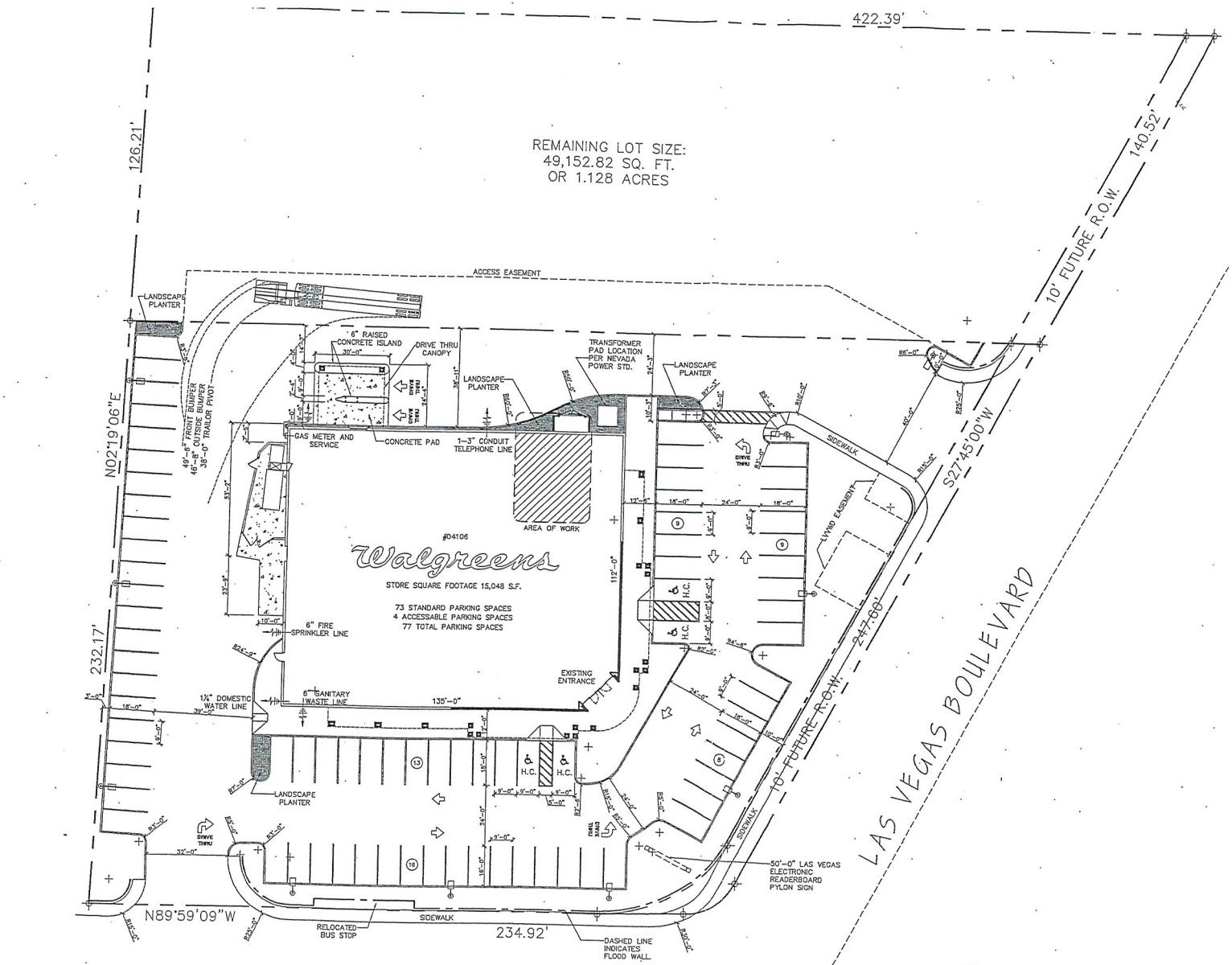
OFFICIAL SEAL
DAWN M STEVENSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/17

FOR DEPARTMENT USE ONLY

Case #	RQR-54752
Meeting Date:	11-19-14
Total Fee:	1050.00
Date Received:*	9-9-14
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



1 SITE PLAN
SCALE: 1:20

NORTH

FACILITIES PLANNING, DESIGN,
106 WILMOT ROA
DEERFIELD, IL 60015

DRAWINGS/SPECIFICATIONS BY:
☒ WALGREENS'
☐ LANDLORD'S CONSULTANT

ALL CONSTRUCTION WORK, UNLESS NOTED
☒ WALGREENS' CONTRACTOR

NO.	DATE	BY	DESCRIPTION

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 04106

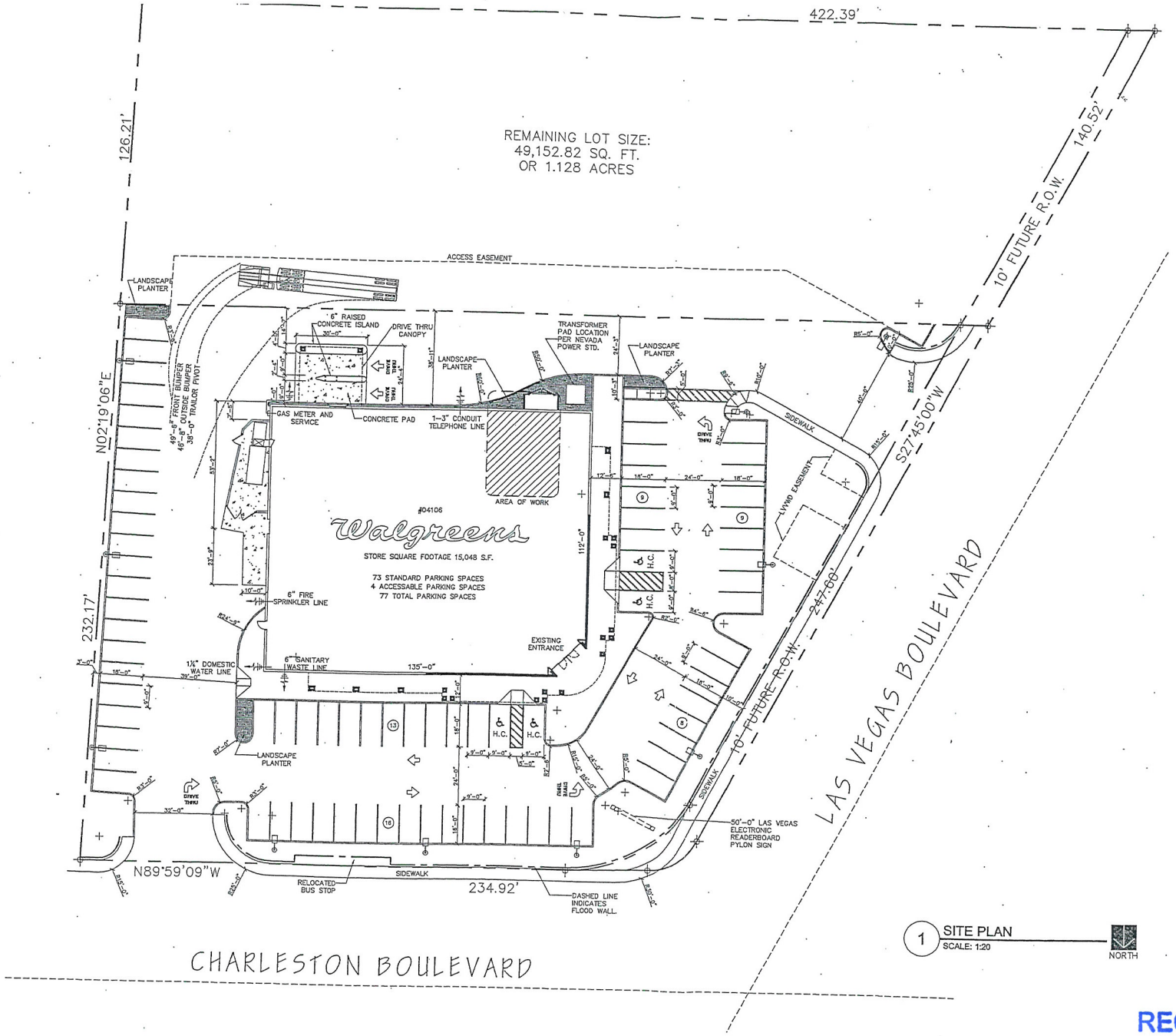
PROJECT NAME
WALGREENS STOF
1111 NORTH LAS VEGAS BOULE
LAS VEGAS, NEVADA

DRAWING TITLE
SITE PLAN

CADD PLOT: 04106-A01-BW-16NOV09
SCALE: 1" = 20'-0"
DRAWN BY:

RECEIVED
SEP 0 9 2014
Dept of Planning
City of Las Vegas

RQR-54752



1 SITE PLAN
SCALE: 1:20

FACILITIES PLANNING, DESIGN,
106 WILMOT ROA
DEERFIELD, IL 60015

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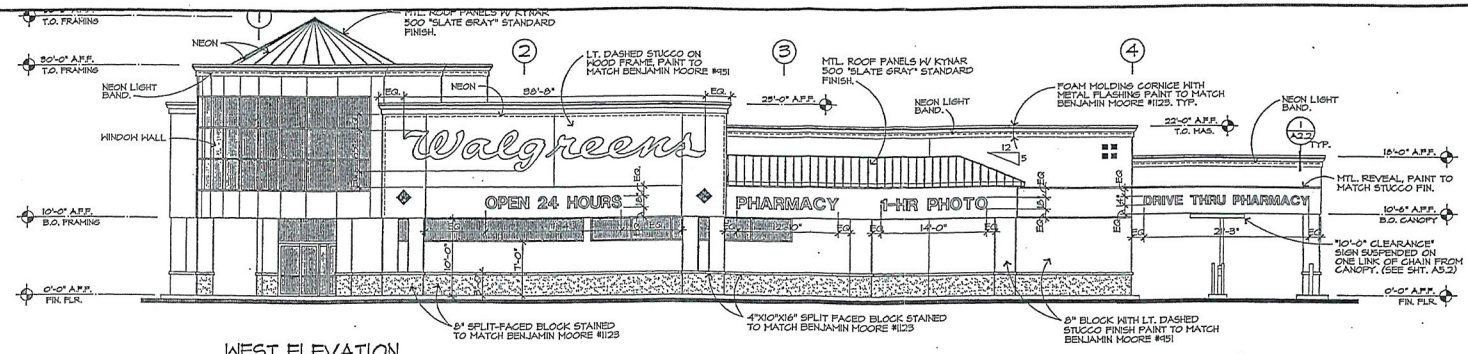
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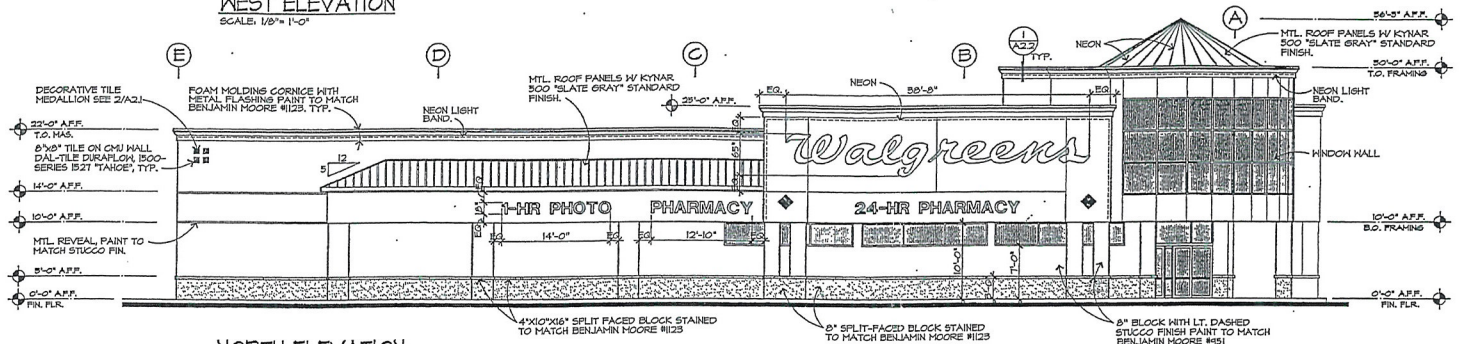
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City of Las Vegas

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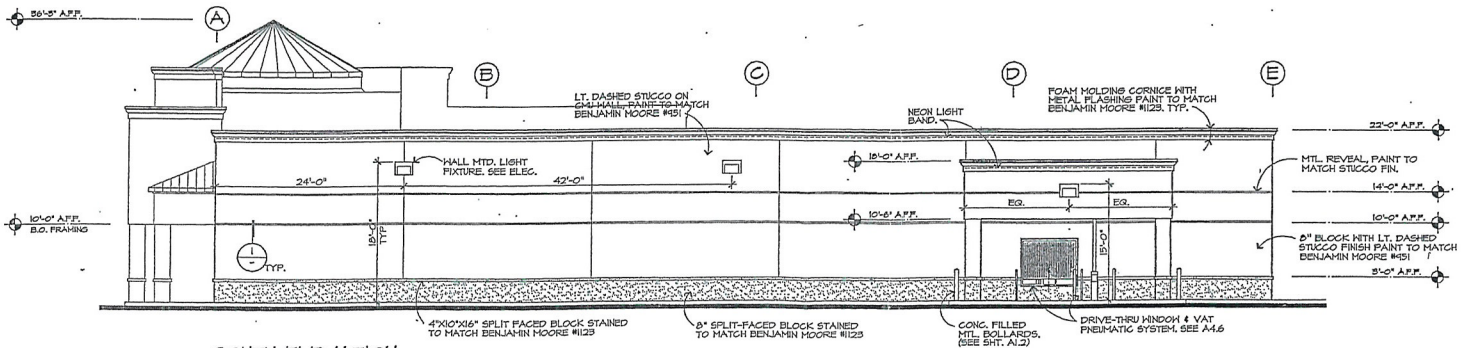
WEST ELEVATION

SCALE: 1/8"= 1'-0"



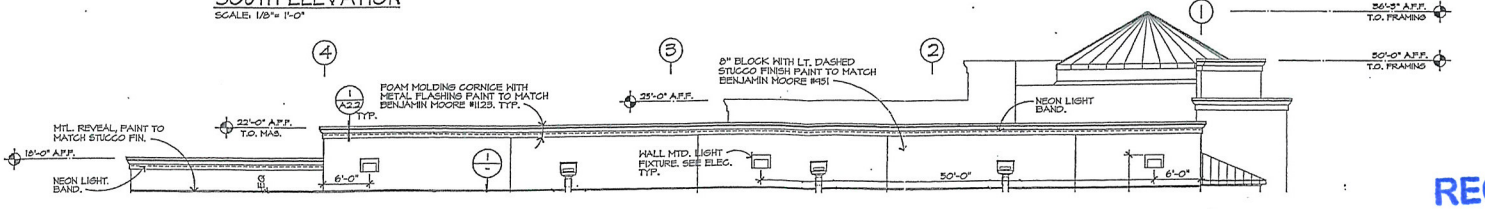
NORTH ELEVATION

SCALE: 1/8"= 1'-0"



SOUTH ELEVATION

SCALE: 1/8"= 1'-0"



RECEIVED

SEP 09 2014

Dept of Planning
City of Las Vegas

RQR-54752

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

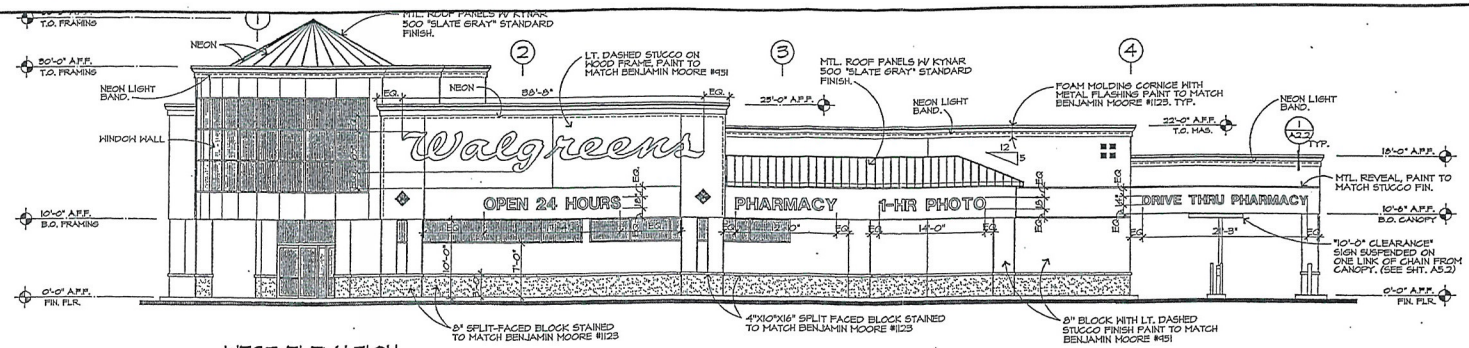
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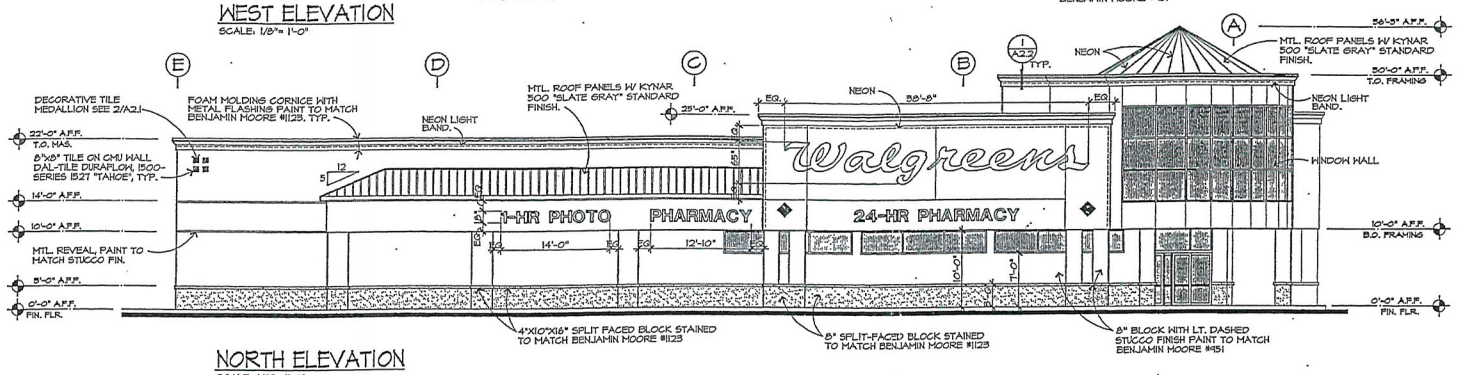
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PROJECT NAME
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1111 NORTH LAS VEGAS BOULEVARD
LAS VEGAS, NEVADA



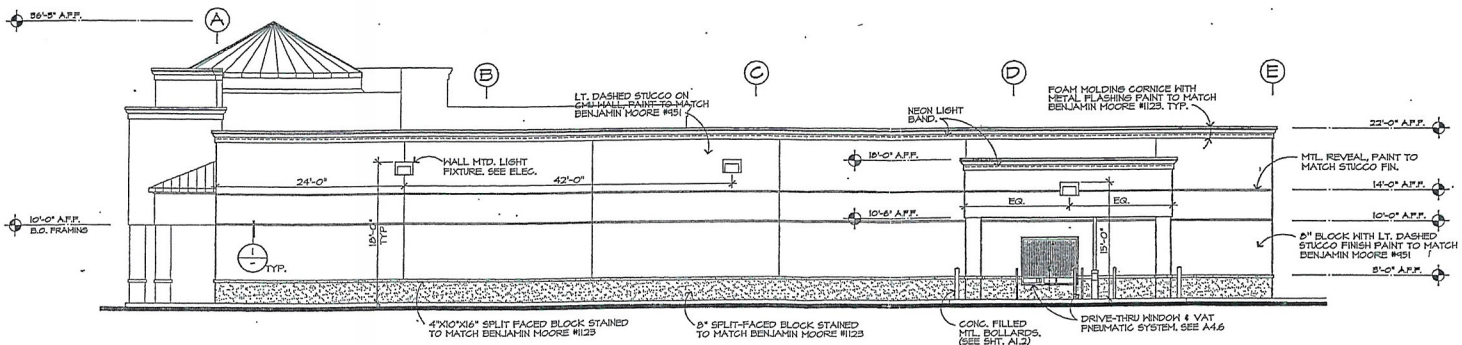
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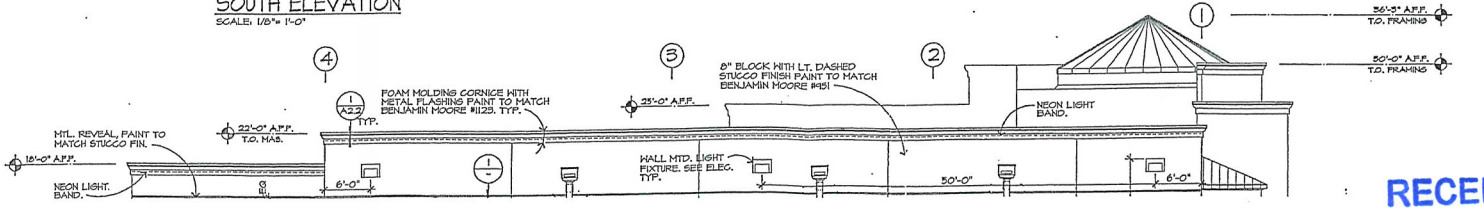
NORTH ELEVATION

SCALE: 1/8"= 1'-0"



SOUTH ELEVATION

SCALE: 1/8"= 1'-0"



Walgreens

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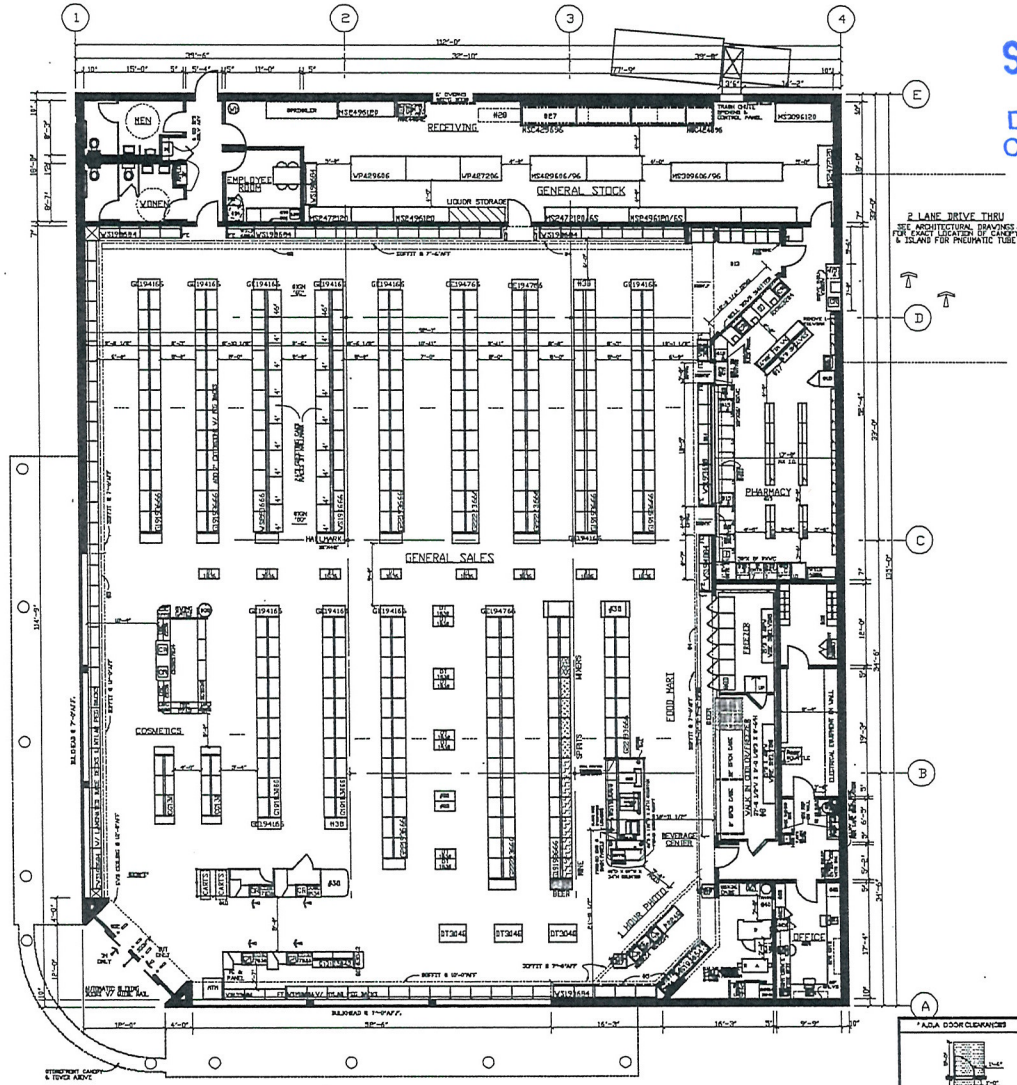
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PROJECT NAME
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1111 NORTH LAS VEGAS BOULEVARD
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City of Las Vegas

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City of Las Vegas

INTERIOR HANGING SIGNS

GENERAL SALES SIGNS
ALL SIGNS AND ARM BRACKETS @ 10'-0" TO BOTTOM OF SIGN UNLESS OTHERWISE NOTED.

SIGN "T" STORE HOURS SIGN
SIGN "GC" GIFT CARD SIGN
SIGN "D" DOWNTOWN CHURCHILL LAW
SIGN "CA" CALIFORNIA ACCESSIBILITY SIGN (PUT TO BOTTOM OF SIGN)

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "A" HEALTH INSURANCE SIGNS
SIGN "B" DRUG OFFER SIGNS
SIGN "C" CONSULTATION WINDOW
SIGN "D" L.A.S.

ATTACH SIGNS TO UNDERSIDE OF CASED OPENINGS. (TYPICAL TO FEATURE PLAN FOR SIGN LOCATION)
1"x1"x96"H (2) HOLLOW WALL ANCHORS INTO GYPSUM, SCREW THREADED RODS INTO ANCHORS, HANG SIGNS FROM RODS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER.
2. CEILING HEIGHTS ARE 9'-0" (T.O. OF PLANK) U.N.O.
3. CENTER SHELVING ON 8'-0" OR 4'-0" MODULE.
4. ALL ATTACHMENTS CONCEALED UNLESS OTHERWISE DRAWING TO BE SURFACE MOUNTED.
5. PHOTO CONSOLE.
6. CANDY SCALE IN EXIT.
7. FIXTURES WITHIN 3'-0" SPACE BEHIND CASHIER
A. WALL PANEL TO 3 DOOR UPPER TRAY CASE BLOCKED W/ 2 SHELVES TO FILL
B. WALL PANEL TO 3 DOOR LOW TRAY CASE BLOCKED W/ 2 SHELVES TO FILL
C. WALL PANEL TO 2 DOOR 4 DRAWER TRAY CASE (WITH NEW TOP) TO FILL
D. WALL PANEL TO 2 DOOR LOW TRAY CASE BLOCKED W/ 2 SHELVES TO FILL
E. WALL PANEL TO 2 DOOR BACKBAR BLOCKED TO FILL W/ 2 SHELVES TO FILL
F. MASTER SHELVING UNIT
G. MASTER SHELVING UNIT
8. MAINTAIN 3'-0" EXIT AISLE TO EXITING PASSAGE
A. (1) 331 COOLMASTER DOORS — (2) SHELVES FOR EACH AND 3 (10) FREEZERMASTER DOORS
B. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND LOWER SHELVES AND LOWER CASE WITH HOLDING COMPLETE WITH UPRIGHTS.
C. CONSIST OF (1) 4 DOOR REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
D. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
E. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
F. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
G. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
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J. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
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DD. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
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GG. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
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JJ. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
KK. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
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PHARMACY DEPARTMENT:
10. RX WAITING AREA
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89. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
90. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
91. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
92. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
93. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
94. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
95. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
96. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
97. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
98. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
99. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES
100. (2) 28"X7'-0" EACH BY REFRIGERATED DISPLAY CASE WITH SLIDING DOORS AND 3 SHELVES

OFFICE:
20. PAINT WALLS TO MATCH EXISTING
21. UNDER COUNTER REFRIGERATOR UNIT
22. COMPUTER & PRINTER
23. LATERAL FILE
24. ADJUSTABLE SHELVING
25. LOCKER
26. SAFE

STOCKROOM:
27. GRAVITY CONVEYOR
28. NEST-A-FLEX CONVEYOR
29. POWER BELT CONVEYOR
30. PALLET SPIN X 34"D X 60"H

EMPLOYEE ROOM:
31. TV, VCR & BRACKET PROVIDED BY WALGREENS
32. BENCH 60" LONG X 16"D X 18"H
33. 6'-0" LONG CONTINUOUS COUNTER W/ CABINETS
34. PORTABLE ROOM AIR CONDITIONER
35. EMPLOYEE ROOM SINK SS COUNTER
36. 36" MIRROR OVERALL ABOVE COUNTER

EXECUTIVE APPROVAL

	DATE
SENIOR VICE PRESIDENT FACILITIES & DEVELOPMENT	
SENIOR VICE PRESIDENT STORE OPERATIONS	
VICE PRESIDENT STORE OPERATIONS	
REVIEWED BY:	

FIXTURE LEGEND

G	GONDOLA (FULL DEPT)	7'-0"	3'-8"	85"	ALL OTHER FIXTURES ARE TYPICALLY CAPPED OUT WITH 8" WIDTH EXAMPLE
GS	GONDOLA END	1'-6"	3'-8"	85"	
WS	WALL BAYS	7'-0"	2'-2"	84"	DT DISPLAY TABLE 30" D, 48" W

*DOES NOT INCLUDE 6" BASEBOARD WOOD GROUNDS OR FINISHED END PANELS

*ADA DOOR CLEARANCES

*ACCESSIBLE REQUIREMENTS MAY VARY WITH LOCAL JURISDICTIONS

Walgreens

FACILITIES PLANNING, DESIGN, & ENGINEERING
100 WILMOT ROAD
DEERFIELD, IL 60015-5105

PROJECT DATA

TYPE			
NEW LOCATION	☐	PHARMACY	■
RELOCATION & REMODEL	☐	24 HOUR PHOTO	■
REMODEL	■	LIQUOR	☐
		GENERAL SALES	■
		FOOD MART	■
		DRIVE-THRU	☐
		24 HOUR STORE	☐
		OTHER	☐

SQUARE FOOT AREA SUMMARY

DEPARTMENT	SALES	STOCK	SERVICE	TOTAL EXISTING	TOTAL NEW
GENERAL MERCHANDISE	NEW	9,600	1913	**128	*2,601
	EXISTING				
FOOD MART	NEW	900			900
	EXISTING				
RX	NEW	954			954
	EXISTING				
RX WAITING	NEW				
	EXISTING				
1 HOUR PHOTO	19 W	45h			45h
	EXISTING				
LIQUOR	NEW				
	EXISTING				
MIXMI	NEW				
	EXISTING				
2ND FLOOR	NEW				
	EXISTING				
TOTAL NEW		*2,609	1913	**128	*5,423
TOTAL EXISTING					

TOTAL AREA FIRST FLOOR: *5,423 SQ.FT.
TOTAL AREA OTHER LEVELS: SQ.FT.
GROSS AREA INCLUDING ALL DEPARTMENTS & ALL LEVELS: *5,423 SQ.FT.
RX WAITING AREA: 92 SQ.FT.

NO.	DATE	BY	DESCRIPTION	CONST
E	4-07-08	CS	REVISE SIGN L FROM GENERAL MERCHANDISE	
	8-30-07	CS	REVISE DOOR TO ELEC ROOM AND ADD MAGIC CHEF (2011)	
	7-02-07	CS	REVISE FIXTURE LAYOUT TO LENGTHEN 2ND COFFEE MACHINE, ADD WATER HEATER ON SHELF ABOVE (2011)	
D	5-18-05	DMA	(F04100D109) REVISE FRONT GONDOLA PER MARIA CHERSON PER AS BUILT MO1	
C	4-22-05	DMA	(F04100D102) ADD 360 COSMETICS, ADD NEW VENDOR POP BACKS SHIFT GONDOLA TO ACCOMODATE, REVISE 1 HOUR PHOTO TO INCLUDE LOW WALL, REWORK SERVICE AS NEEDED NEW AND RESET FIXTURES, RESET ALADDINS	
B	3-21-05	DMA	(F04100D102) ADD BEVERAGE BAR, RESET GONDOLAS AS NEEDED, ADD 3 BOWL SINK, HAND SINK, CDS TANKS, AND SYRUP RACKS,RELOCATE LOCKERS, REWORK BACK AREA TO ACCOMODATE, REWORK CHECKOUTS, NEW AND RESET FIXTURES AS NEEDED.	
A	8-25-97	CS	REVISE GONDOLA FOR FOMOR ADDS, ADD 8 TABLES PER MERCH.	

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF [illegible] AND/OR REGISTERED BY NCARB AND/OR [illegible].

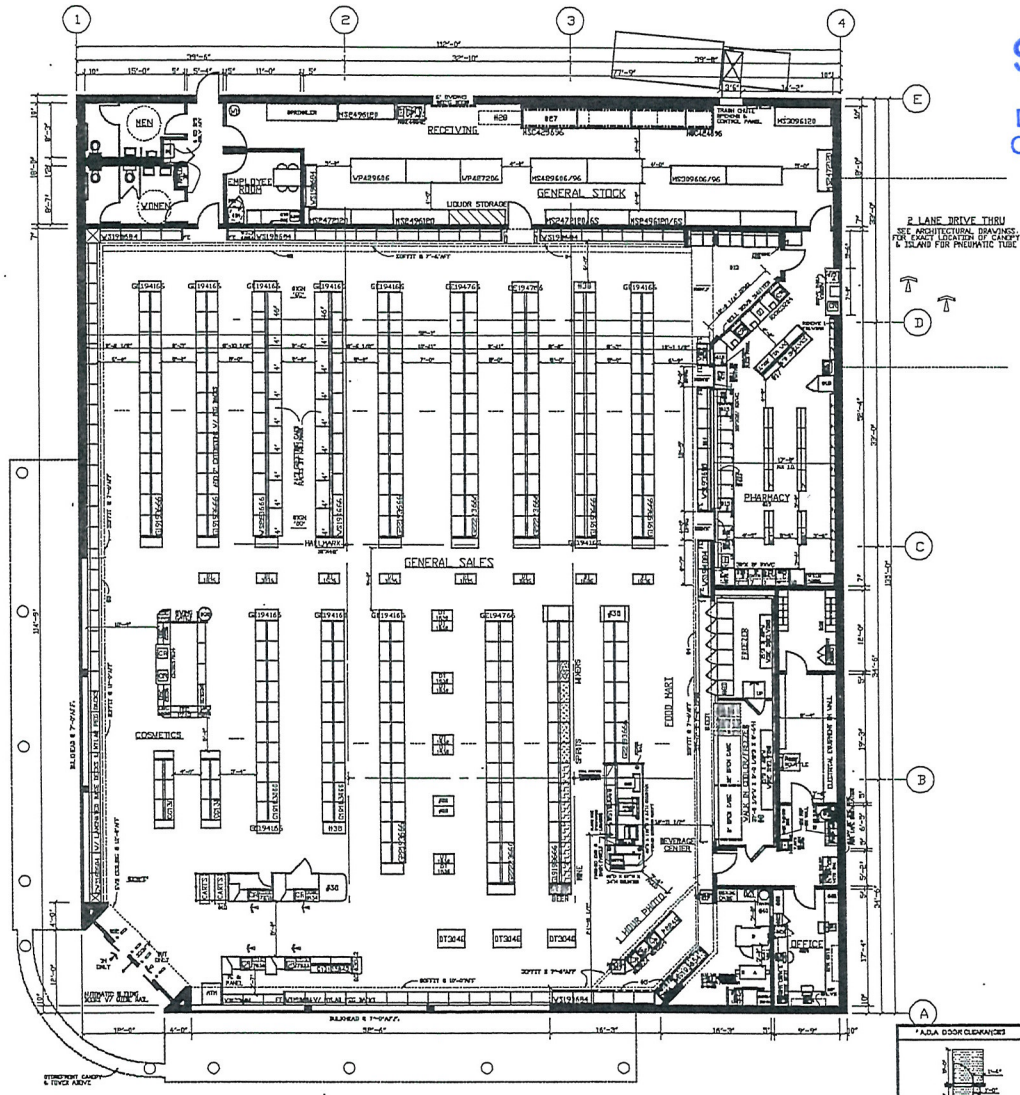
STORE NUMBER 04106
PROJECT NAME
WALGREENS STORE
1111 N. LAS VEGAS BLVD.
LAS VEGAS, NV

DRAWING TITLE
FIXTURE FLOOR PLAN

CADD PLOT: 04-30-08-7:47:47PM
SCALE: 1/8"=1'-0"
DRAWN BY: CH
VOID FILE: 04106-01-FIXTURE
DATE: 8/3/06
SUPERSEDES PLAN DATED:
REVIEWED BY:
DRAWING NO. D1

CV018ASHEET (07-20-2004)

RQR-54752



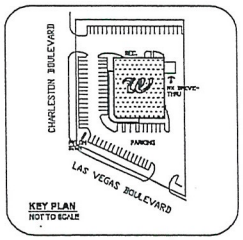
RECEIVED
SEP 0 9 2014
Dept of Planning
City of Las Vegas

LIQUOR LICENSE LEGEND

BEER SALES
WINE SALES
SPIRIT SALES
MIXER SALES
LIQUOR STORAGE

OCCUPANCY LOAD
TOTAL OCCUPANCY: 446

TOTAL LIQUOR SQUARE FEET
TOTAL LIQUOR SALES: 78.7 SQ. FT.
TOTAL SALES: 9500 SQ. FT.
% SALES FLOOR DEVOTED TO LIQUOR = .83%



KEY PLAN
NOT TO SCALE

FOR REFERENCE ONLY: SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

INTERIOR HANGING SIGNS

GENERAL SIGN NOTES
ALL SIGNS AND ANY MARKERS @ 10'-0" TO BOTTOM OF SIGN UNLESS OTHERWISE NOTED.

SIGN "P" STORE HOURS SIGN
SIGN "DOT" GRAB BAG SIGN
SIGN "N" DOWNTOWN CROSSOVER LANE
SIGN "CA" CALIFORNIA ASSEMBLY BILL 2339 (PUT TO BOTTOM OF SIGN)

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR RECORD SIGNS
SIGN "P" 1 HOUR PHOTO SIGN
SIGN "K" DROP OFF/PICK UP SIGN
SIGN "W" CONSULTATION WINDOW
SIGN "LA" L.A.S.

ATTACH SIGNS TO UNDERSIDE OF CASED OPENINGS.
REFER TO FIXTURE PLAN FOR EXACT LOCATION.
1 NEW 9'-0" (2) HOLE DRY WALL ANCHOR (TYP.)
OR 3/16" SCREW TO PREDRILLED EYELET INTO ANCHOR. HANG SIGNS HIGH ENOUGH WITH 3'-0" CLEAR.

GENERAL NOTES

GENERAL SALES NOTES:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER.
2. VERIFY MEDICINE SHELF 3'-0" REARWALL
3. REMOVE "S" CONDUIT SERVED FROM THIS DRAWING "TO BE EXPT" MOUNTED.
4. PHOTO CONSOLE
5. CANDY SCALE SHELF
6. REFRIGERATORS 2, 3 & 4 DOOR SLIDING DOORS
A. WASTEWARE 3 DOOR UPRIGHT TYP.
CASE BOARD SHELF 3'-0" X 24"D X 16"H
B. WASTEWARE 3 DOOR LOW TEMP
CASE BOARD SHELF 3'-0" X 24"D X 16"H
C. WASTEWARE 2 DOOR UPRIGHT TEMP
CASE BOARD SHELF 3'-0" X 24"D X 16"H
D. WASTEWARE 3 DOOR LOW "T"
CASE BOARD SHELF 3'-0" X 24"D X 16"H
E. WASTEWARE 3 DOOR BACKBAR BOX
TURNED 90° X 24"D X 16"H
F. WASTEWARE 3 DOOR "T"
CASE BOARD SHELF 3'-0" X 24"D X 16"H
G. WASTEWARE 3 DOOR UPRIGHT
W1201 COOLWASTER DOORS
3 W1201 FROZEN MERCHANDISERS
24 3/4" X 79" EACH BY WASTEWARE
W1201 COOLWASTER DOORS
SHELVES IN UPPER 2/3 WITH SLIDES
ARE LOWER 1/3 WITH SLIDING DOORS, 5'-8" H X 78" HEIGHT.
H. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
I. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
J. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
K. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
L. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
M. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
N. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
O. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
P. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
Q. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
R. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
S. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
T. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
U. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
V. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
W. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
X. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
Y. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
Z. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
AA. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
BB. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
CC. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
DD. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
EE. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
FF. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
GG. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
HH. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
II. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
JJ. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
KK. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
LL. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
MM. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
NN. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
OO. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
PP. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
QQ. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
RR. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
SS. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
TT. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
UU. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
VV. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
WW. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
XX. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
YY. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS
ZZ. 3 DOOR LOW TEMP MERCHANDISER
77 1/2"D X 77 1/2"H X 81 1/2"W
CONSULT WASTEWARE FOR CONDITIONS

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
100 WILMOT ROAD
DEERFIELD, IL 60015-5105

PROJECT DATA

TYPE		GENERAL SALES	FOOD MART
NEW LOCATION		PHARMACY	MEDICARE
REMODEL		1 HOUR PHOTO	24 HOUR STORE
		LIQUOR	OTHER

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXISTG	TOTAL NEW
GEN MERCH	NEW	8,600	1913	**88		*2,901
	EXIST'G					
FOOD MART	NEW	900				900
	EXIST'G					
RX	NEW	984				984
	EXIST'G					
RX WAITG	NEW					
	EXIST'G					
1 HOUR PHOTO	NEW	400				400
	EXIST'G					
LIQUOR	NEW					
	EXIST'G					
MEZZ	NEW					
	EXIST'G					
2ND FLOOR	NEW					
	EXIST'G					
TOTAL NEW		*2,009	1913	**88		*5,185
TOTAL EXISTG						

TOTAL AREA: FIRST FLOOR *5,122 SQ.FT.
TOTAL AREA: OTHER LEVELS 0 SQ.FT.
GROSS AREA INCLUDING ALL DEPARTMENTS & ALL LEVELS: *5,122 SQ.FT.
MEZZANINE: NO MEZZ. 0 SQ.FT.

	4-07-08	CS	REMOVE DOOR TO LIQUOR AREA
E	8-30-07	CS	REMOVE DOOR TO LIQ. ROOM AND REMOVE RADIUS SHOE (D111)
	7-02-07	CS	REMOVE 1 HOUR PHOTO & REMOVE LOW WALL. RELOCATE 2ND COFFEE MACHINE AND WATER HEATER ON CHEST ABOVE (D102)
D	3-15-06	DMA	(7041000109) REVISE FRONT GONDOLA PER MARIA CHANGE PER AS BUILT HDI
C	4-22-05	DMA	(7041000102) ADD 360 COSMETICS, ADD NEW VENDOR POP RACKS, SIFT GONDOLA TO ACCOMODATE, REVISE 1 HOUR PHOTO TO INCLUDE LOW WALL, REWORK SOFFIT AS NEEDED NEW AND RESET FIXTURES, RESET ALADDINS.
B	3-21-05	DMA	(7041000107) ADD DECKMISC BAR, RESET GONDOLAS AS NEEDED, ADD 3 BOWL SINK, HAND SPR, CO2 TANKS, AND SYRUP RACKS, RELOCATE LOCKERS, REWORK BACK AREA TO ACCOMODATE, REWORK CHECKOUTS, NEW AND RESET FIXTURES AS NEEDED.
A	6-25-97	CS	REMOVE GONDOLA FOR POWER WASH, ADD 8 TABLES FOR MERCH.
NO.	DATE	BY	DESCRIPTION

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT IN THE STATE OF [illegible] UNDER THE LAWS OF THE STATE OF [illegible] AND THAT MY LICENSE AS SUCH EXPIRES ON THE [illegible] DAY OF [illegible], [illegible].

STORE NUMBER 04106

PROJECT NAME
WALGREENS STORE
1111 N. LAS VEGAS BLVD.
LAS VEGAS, NV

DRAWING TITLE
FIXTURE FLOOR PLAN

CADD PLOT: 06-30-01-2-STAFFORD
VOID -ILOT: 04-04-01-1-SOUTH
SUPERSEDES PLAN DATED:

SCALE: 1/4"=1'-0"
DRAWN BY: CH
DATE: 8/08
REVISIONED BY:

D1

*ADA DOOR CLEARANCES

*ADA SHALL BE REQUIREMENTS BUT MAY VARY WITH LOCAL JURISDICTIONS

EXECUTIVE APPROVAL

	DATE
EXECUTIVE VICE PRESIDENT FACILITIES DEVELOPMENT	
SENIOR VICE PRESIDENT REGIONAL OPERATIONS	
VICE PRESIDENT STORE OPERATIONS	
REVIEWED BY:	

FIXTURE LEGEND

G	GONDOLA	*313 LL	38 W.	85" H.	ALL OTHER FIXTURES ARE TYPICALLY CALLED OUT DEPTH BY WIDTH. EXAMPLE:
GE	GONDOLA END	18 D.	39 W.	85" H.	
WL	WALL BKLHD	*2 D.	23 W.	84" H.	
DT	DISPLAY TABLE	20 D.	28 W.		

*DOES NOT INCLUDE 6 FABRIC/WOOD DIVIDERS OR FINISHED END PANELS

CVS DESIGN SHEET (07-30-2004)

RQR-54752



RQR-54752 - APPLICANT: WALGREEN CO. – OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC
1100 SOUTH LAS VEGAS BOULEVARD

10/15/14



RQR-54752 - APPLICANT: WALGREEN CO. – OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC
1100 SOUTH LAS VEGAS BOULEVARD

10/15/14

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

December 3, 2013

Atlas Partners LLC
Lakewest Las Vegas Properties
55 East Monroe Street, Ste 2910
Chicaco, Illinois 60603

RE: RQR-50943 - REQUIRED REVIEW
CITY COUNCIL MEETING OF NOVEMBER 20, 2013

Dear Applicant:

The City Council at a regular meeting held November 20, 2013, APPROVED the request for a Required Review of an approved Special Use Permit (SUP-37605) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,048 SQUARE-FOOT RETAIL ESTABLISHMENT at 1101 South Las Vegas Boulevard (APN 162-03-114-002), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 21, 2013. This approval is subject to:

Planning

1. Conformance to the conditions for Special Use Permit (SUP-37605).

2. A Required Review at a public hearing shall be on November 19, 2014.

3. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property without the appropriate permits.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Credi for Lean Coleman

Lean Coleman
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Rebecca Lidskin, Attorney
Walgreen Co.
104 Wilmont Road, M.S. #1420
Deerfield, Illinois 60015

Ms. Jennifer Roberts
Lionel Sawyer & Collins
300 South Fourth Street, Ste. 1700
Las Vegas, Nevada 891014

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-54752

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

300 SOUTH FOURTH STREET

SUITE 1700

LAS VEGAS, NEVADA 89101

(702) 383-8888

FAX (702) 383-8845

lsc@lionelsawyer.com

www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
A. WILLIAM MAUPIN
DAVID N. FREDERICK
RODNEY M. JEAN
TODD TOUTON
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
ALLEN J. WILT
LYNN S. FULSTONE
DAN C. McGUIRE

JOHN E. DAWSON
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA K. GRANIER
ERIN FLYNN
JENNIFER ROBERTS
MATTHEW R. POLICASTRO
CHRISTOPHER MATHEWS
PEARL L.GALLAGHER
JENNIFER J. GAYNOR
CHRISTOPHER WALTHER
KEVIN J. HEJMANOWSKI

KETAN D. BHIRUD
ROBERT W. HERNQUIST
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MARK J. GARDBERG
JAMES B. GIBSON

JOHN D. TENNERT
KATHERINE L. HOFFMAN
VAR LORDAHL, JR.
PHILLIP C. THOMPSON
AMY L. BAKER
JORDAN A. DAVIS
KENDAL L. DAVIS
CHANDENI K. GILL

September 9, 2014

OF COUNSEL
RICHARD J. MORGAN*
PAUL D. BANCROFT

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER
(702)-383-8946
JROBERTS@LIONELSAWYER.COM

VIA HAND DELIVERY

Planning Department
City of Las Vegas
Development Services Center
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: ***Required Review - RQR-54752***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. in support of its required review of a special use permit for accessory "off-sale" package beer, wine, and liquor at the premises of Walgreens at 1101 South Las Vegas Boulevard. The special use permit was originally approved by the Las Vegas City Council on May 19, 2010, extended for two years, and then subject to additional reviews.

This location terminated sales of pre-packaged mixed alcoholic drinks (i.e., drink pouches) in May 2013 and there have been no areas of concern at the store relating to alcohol sales. Accordingly, Walgreens respectfully requests the special use permit for the sale of packaged beer, wine, and liquor for off-premise consumption be granted without further review.

Please contact me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

RECEIVED
SEP 10 2014
Dept of Planning
City of Las Vegas
RQR-54752

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

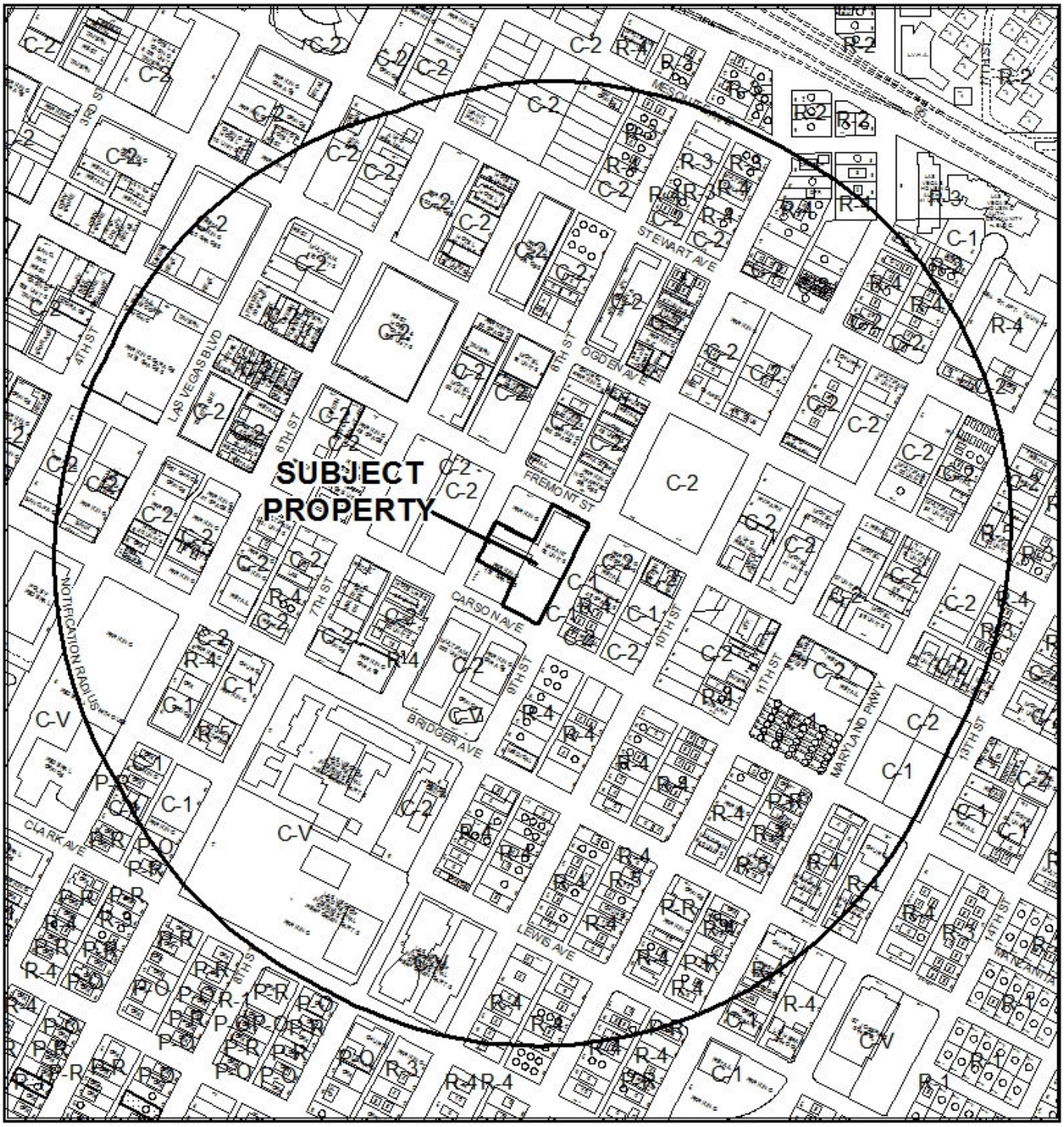
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-56242 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING USE (TAVERN) at 899 Fremont Street (APNs 139-34-612-056 and 027) C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter - EOT-51700
6. City Council Approval Letter - EOT-52274
7. Justification Letter



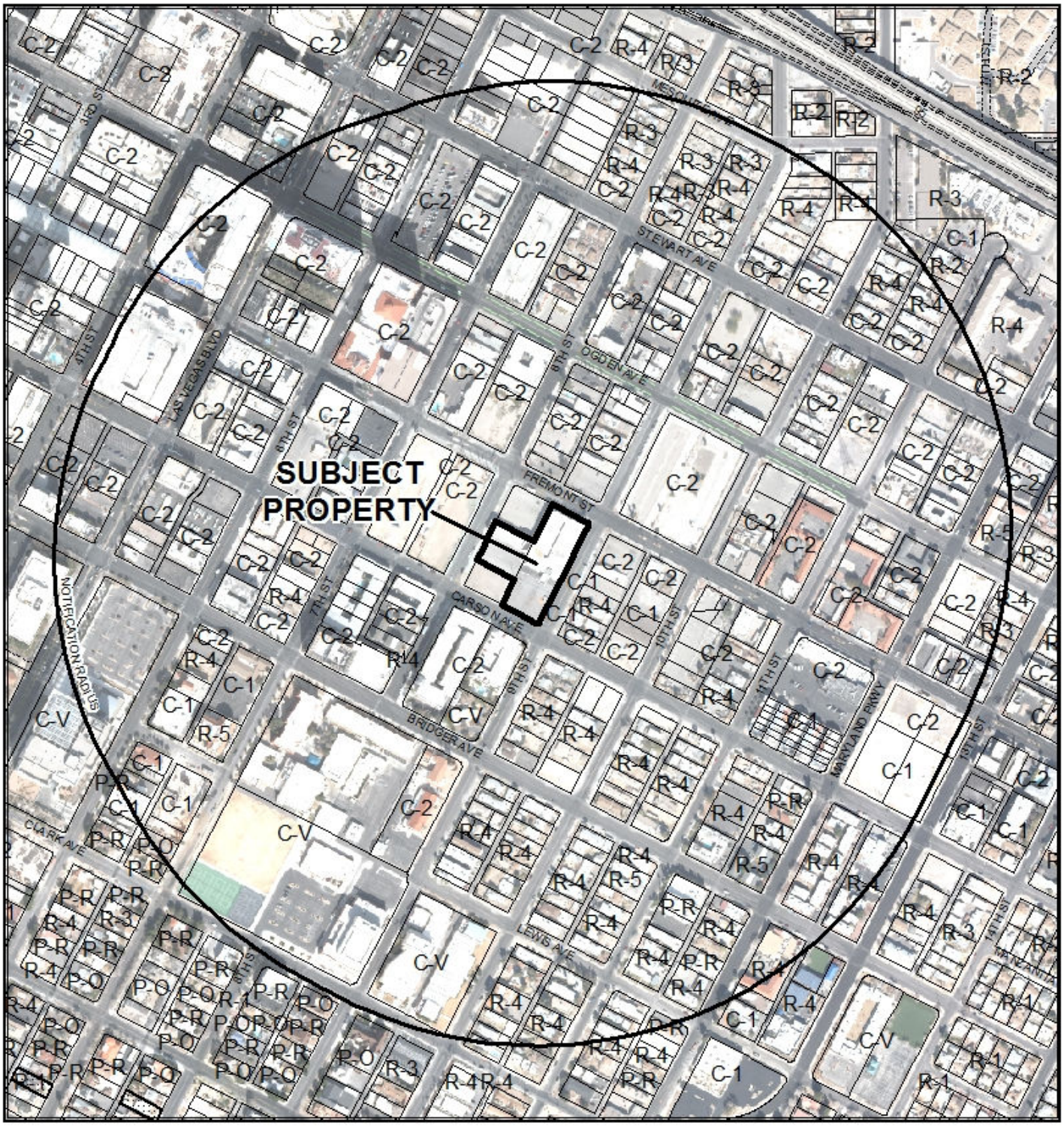
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CASE: **EOT-56242**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



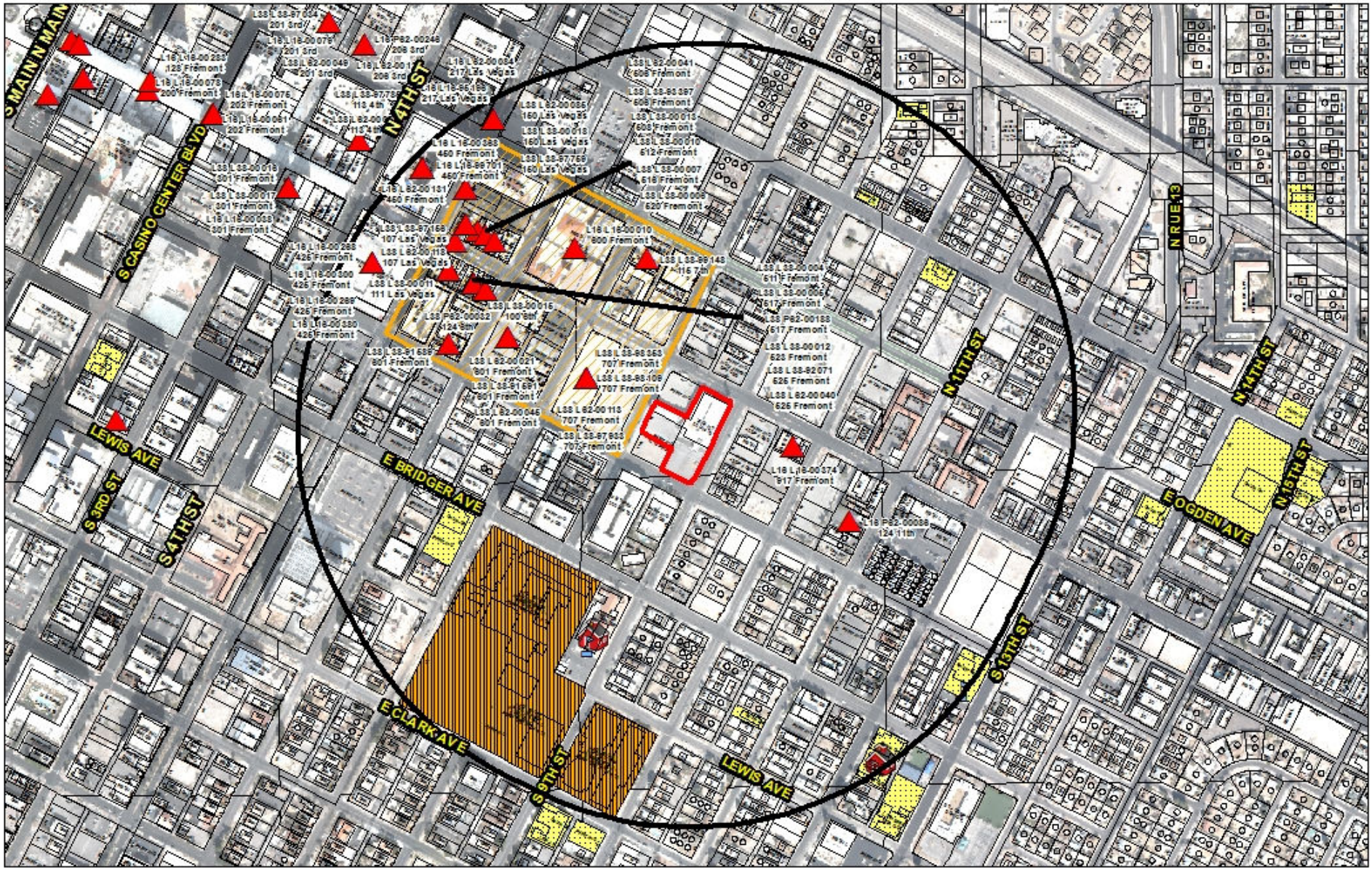
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CASE: **EOT-56242**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



EOT-56242

Liquor Establishment (Tavern)

Business Licenses

Tavern

Protected Uses

RELIGIOUS

CITY PARKS

SCHOOLS

Child Care/ Children Facility

Private Schools

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: Tuesday, October 14, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-56242	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

EOT-56242 CONDITIONS

Planning

1. This request for an Extension of Time for a nonconforming Liquor Establishment (Tavern) located at 899 Fremont Street shall expire on February 06, 2016 unless another Extension of Time is approved by the City Council.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is the third request for an Extension of Time of a nonconforming use for a former nonconforming Liquor Establishment (Tavern) at 899 Fremont Street. On January 26, 2012, the nonconforming Liquor Establishment (Tavern) closed, with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Ordinance 6114 that allows the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period be 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 to preserve the nonconforming use due to the economic climate as additional improvement in the Downtown business environment must occur before redeveloping the former Western Hotel and Casino is economically feasible or it can be leased. The nonconforming Liquor Establishment (Tavern) does not meet the 1,500-foot separation distance measured from the property line of churches/house of worship, schools and additional Liquor Establishment (Taverns). The Liquor Establishment (Tavern) is located on Fremont Street, which accommodates a variety of commercial uses, including other similar uses, and will not negatively impact the existing churches/house of worship, schools or taverns. As the request does not jeopardize public health, safety and welfare and falls within the intent of Ordinance 6114, staff is recommending approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/27/62	The Board of City Commissioners approved a request for Rezoning (Z-0056-62) from R-4 (Apartment Residence) to C-2 (General Commercial) on property generally located on the west side of Ninth Street Between Carson Avenue and Fremont Street. The Planning Commission and staff recommended approval.
12/16/64	The Board of City Commissioners approved a request for Rezoning (Z-0100-64) under Resolution of Intent 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.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/16/69	The Board of City Commissioners approved a request for Rezoning (Z-0046-69) from R-4 (Apartment Residence) to C-2 (General Commercial) on property generally located on the northwest corner of Carson Avenue and Ninth Street. The Planning Commission and staff recommended approval.
06/13/96	The Planning Commission approved a request for an Aesthetic Review (AR-0007-96) for a 7,502 square-foot addition to the Western Hotel and Casino at 899 Fremont Street. Staff recommended approval.
07/03/96	The City Council approved a request to Vacate (VAC-0025-96) a 20-foot wide north/south alley located in the block bounded by Fremont Street on the north, Carson Avenue on the south, Eighth Street on the west and Ninth Street on the east. The Planning Commission recommended approval.
08/28/07	A code enforcement case (57262) was processed for unpermitted signage at 899 Fremont Street. The case was resolved on 09/11/07.
04/17/13	The City Council approved a request for an Extension of Time (EOT-47829) for a nonconforming Liquor Establishment (Tavern) at 899 Fremont Street. Staff recommended approval.
12/04/13	The City Council approved a request for an Extension of Time (EOT-51700) for a nonconforming Liquor Establishment (Tavern) at 899 Fremont Street. Staff recommended approval.
01/18/14	The City Council approved a request for an Extension of Time (EOT-52274) for a nonconforming Gaming Establishment, Non-restricted at 899 Fremont Street. Staff recommended approval.

Most Recent Change of Ownership	
03/14/13	A deed was recorded for a change in ownership for APN's (139-34-612-056) and (139-34-612-027).

Related Building Permits/Business Licenses	
c.1970	The building at 899 Fremont Street was constructed.
12/01/87	A business license (R09-00079) was issued for a Restaurant at 899 Fremont Street. The license was marked out of business on 02/02/12.
12/21/87	A business license (F50-00007) was issued for Food Wholesale at 899 Fremont Street. The license was marked out of business on 02/17/10.
07/06/93	A business license (L16-00049) was issued for a Liquor Establishment (Tavern) 899 Fremont Street. The business closed on January 26, 2012 and the license is non-operational.

Related Building Permits/Business Licenses	
12/23/97	A building permit (97025237) was issued for a Certificate of Occupancy for a 4,916 square-foot addition at 899 Fremont Street. The permit was finalized on 10/05/98.
	A building permit (97025238) was issued for on-site improvements at 899 Fremont Street. The permit was finalized on 12/03/98.
08/03/99	A business license (C05-00763) was issued for a Tobacco Dealer at 899 Fremont Street. The license was marked out of business on 02/02/12.
04/01/04	A business license (C30-01004) was issued for Convention Hall Gaming Tax at 899 Fremont Street. The license was marked out of business on 05/30/12.
04/01/04	A business license (G08-00059) was issued for Non-Restricted Gaming at 899 Fremont Street. The license was marked out of business on 02/02/12.
05/06/09	A business license (W10-00295) was issued for a Wire Service at 899 Fremont Street. The license was marked out of business on 02/02/12.
11/30/09	A business license (C08-01915) was issued for a Juke Box at 899 Fremont Street. The license was marked out of business on 02/02/12.
06/28/12	A business license (G08-00096) was issued for a Non-Restricted Gaming two day opening at 899 Fremont Street. The license was marked out of business on 07/02/12
	A business license (C30-01041) was issued for Convention Hall Gaming Tax at 899 Fremont Street. The license was marked out of business on 07/02/12.
12/27/12	A business license (G08-00100) was issued was issued for a Non-Restricted Gaming two day opening at 899 Fremont Street. The license was marked out of business on 01/03/13.
09/12/13	A building permit (242997) was issued for the demolition of a three-story motel at 115 South 8th Street. The permit has not been finalized.
11/27/13	A non-operation business license (L62-00043) for a change in ownership approved for asset license only from Western Hotel & Casino to 899 Fremont, LLC, at 899 Fremont Street.
08/26/14	A building permit (265266) was issued for a 1,000 square-foot Tenant Improvement at 899 Fremont Street. The permit has not been finalized.
10/09/14	A business license (X62-00028) was issued for a Non-Restricted Gaming one-day opening at 899 Fremont Street. The license is valid only on 10/15/14 from 10:00 a.m. to 6:00 p.m.

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	
10/15/14	Staff conducted a field check of the subject site and noted a vacant hotel/casino undergoing renovations with construction fencing around the perimeter of the property.

Details of Application Request	
Site Area	
Net Acres	1.87

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant Hotel/Casino	C (Commercial)	C-2 (General Commercial)
North	Parking Lot	C (Commercial)	C-2 (General Commercial)
South	Parking Garage	MXU (Mixed Use)	C-2 (General Commercial)
East	Parking Area/Duplexes	C (Commercial)	C-2 (General Commercial), C-1 (Limited Commercial) and R-4 (High Density Residential)
West	Parking Lot	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (East Village)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

On January 26, 2012, the nonconforming Liquor Establishment (Tavern) closed with no subsequent licenses applied for. The Liquor Establishment (Tavern) is considered a nonconforming use within a C-2 (General Commercial) zoning district as the use pre-dates the requirement for a Special Use Permit. The nonconforming Liquor Establishment (Tavern) does not meet the 1,500-foot separation distance measured from the property line of churches/house of worship, schools and additional Liquor Establishment (Taverns). The Liquor Establishment (Tavern) use is located on Fremont Street, which accommodates a variety of commercial uses, including other similar uses, and will not negatively impact the existing churches/house of worship, schools or taverns.

On October 6, 2010, the City Council adopted Ordinance 6114 that allow the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period be extended through an Extension of Time application. In accordance with Bill 2010-40, 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 to preserve the nonconforming use due to the economic climate as additional improvement in the Downtown business environment must occur before redeveloping the former Western Hotel and Casino site is economically feasible or it can be leased. Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As the request does not jeopardize public health, safety and welfare and falls within the intent of the ordinance, staff is recommending approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 350 (By Planning)

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

RECEIVED
SEP 2 0 2014
Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-56242** APN: 139-34-612-056 and 139-34-612-027

Name of Property Owner: 899 Fremont, LLC

Name of Applicant: Fifth Street Gaming, LLC

Name of Representative: Dennis Gutwald, Attorney for Applicant

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: Does not apply

Partner(s): Does not apply

APN: Does not apply

Signature of Property Owner: _____

Print Name: Andrew B. Donner

Subscribed and sworn before me

This 18th day of September, 2014

_____

Notary Public in and for said County and State

MIKKI G HARTMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: June 15, 2018
Certificate No: 05-96887-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of time - preserve gaming & tavern rights at the Western

Project Address (Location) 899 Fremont St. & 115 S. 8th St., Las Vegas, NV 89101

Project Name Western Hotel Casino **Proposed Use** no changes

Assessor's Parcel #(s) 139-34-612-056 and 139-34-612-027 **Ward #** 3 (Coffin)

General Plan: existing C proposed same **Zoning:** existing C-2 proposed same

Commercial Square Footage 48,407 **Floor Area Ratio** N/A

Gross Acres 1.36 and 0.51 **Lots/Units** 3 **Density** N/A

Additional Information

RECEIVED
SEP 30 2014
Dept of Planning
City of Las Vegas

PROPERTY OWNER 899 Fremont, LLC **Contact** Andrew B. Donner

Address PO Box 1570 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89125

E-mail Address

APPLICANT Fifth Street Gaming, LLC **Contact** Joe Cain

Address 650 S. Main Street **Phone:** 933-7140 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address joe.cain@finelv.com

REPRESENTATIVE Attorney for Applicant **Contact** Dennis Gutwald

Address 100 N. City Parkway, Suite 1600 **Phone:** 464-7014 **Fax:**

City Las Vegas **State** NV **Zip** 89106

E-mail Address dgutwald@bhfs.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 applications 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 18th day of September, 2014.

_____

Notary Public in and for said County and State

MIKKI G HARTMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: June 15, 2015
Certificate No: 05-96887-1

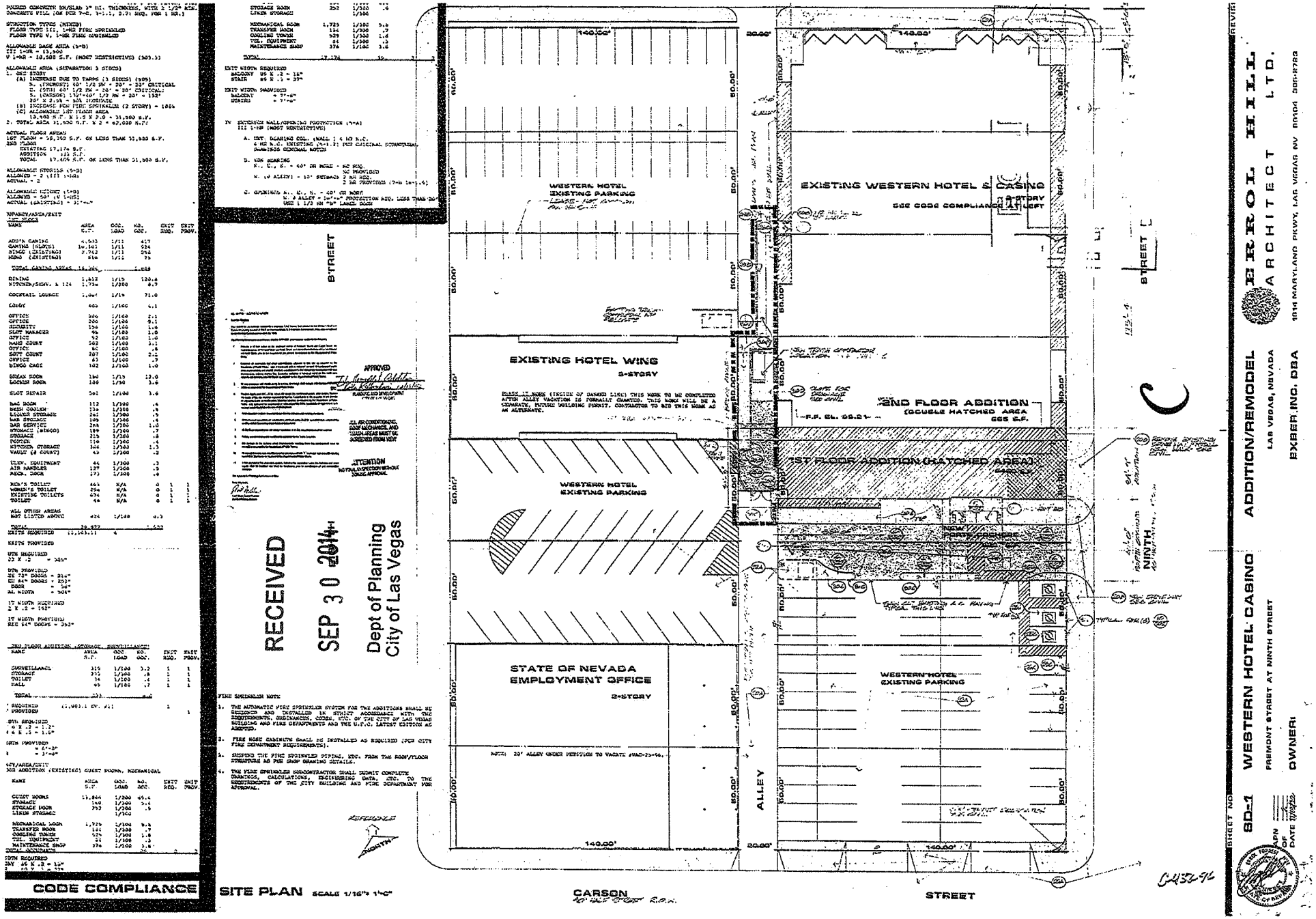
FOR DEPARTMENT USE ONLY

Case #	EOT-56242
Meeting Date:	11/19/14
Total Fee:	800.00
Date Received:*	9/30/14
Received By:	

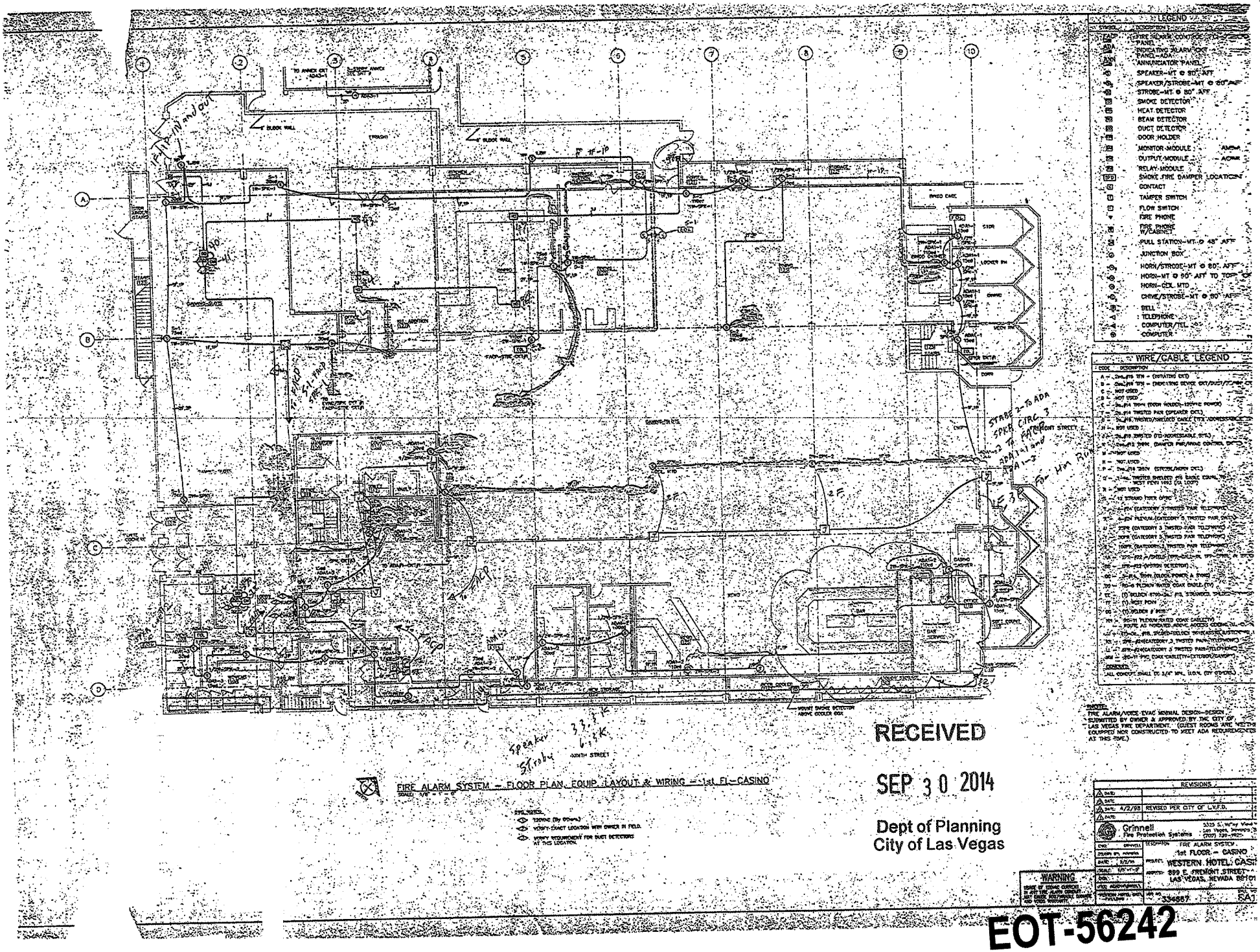
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf


CODE COMPLIANCE
SITE PLAN SCALE 1/16"= 1'-0"
RECEIVED
SEP 30 2014
Dept of Planning
City of Las Vegas
APPROVED
ATTENTION
WESTERN HOTEL EXISTING PARKING
EXISTING HOTEL WING
3-STORY
EXISTING WESTERN HOTEL & CASINO
2ND FLOOR ADDITION
1ST FLOOR ADDITION (HATCHED AREA)
STATE OF NEVADA EMPLOYMENT OFFICE
2-STORY
WESTERN HOTEL EXISTING PARKING
ALLEY
B STREET
CARSON STREET
140.00'
80.00'
20.00'
BROL HILL ARCHITECT LTD.
1014 MARYLAND PKWY, LAS VEGAS NV 89104 385-8788
ADDITION/REMODEL
LAS VEGAS, NEVADA
EXBER, INC. DBA
WESTERN HOTEL CASINO
FREMONT STREET AT NINTH STREET
OWNER:
SHEET NO
SD-1
APN
DATE

EOT-56242


LEGEND
WIRE/CABLE LEGEND
FIRE ALARM SYSTEM – FLOOR PLAN, EQUIP. LAYOUT & WIRING – 1st FL–CASINO
RECEIVED
SEP 30 2014
Dept of Planning
City of Las Vegas
REVISIONS
Grinnell Fire Protection Systems
FIRE ALARM SYSTEM
1st FLOOR – CASINO
WESTERN HOTEL CASI
899 E. FREMONT STREET
LAS VEGAS, NEVADA 89101
334687
WARNING

EOT-56242



EOT-56242 - APPLICANT: FIFTH STREET GAMING, LLC – OWNER: 899 FREMONT, LLC
899 FREMONT STREET

10/15/14



EOT-56242 - APPLICANT: FIFTH STREET GAMING, LLC – OWNER: 899 FREMONT, LLC
899 FREMONT STREET

10/15/14



EOT-56242 - APPLICANT: FIFTH STREET GAMING, LLC – OWNER: 899 FREMONT, LLC
899 FREMONT STREET

10/15/14

RECEIVED
SEP 30 2014
Dept of Planning
City of Las Vegas

December 5, 2013

Mr. Andrew Donner
899 Fremont LLC
P.O. Box 1570
Las Vegas, Nevada 89125

RE: EOT-51700 – EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 4, 2013

Dear Mr. Donner:

The City Council at a regular meeting held December 4, 2013, APPROVED the request for an Extension of Time FOR A NONCONFORMING TAVERN at 899 Fremont Street (APN 139-34-612-056 and 027) C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 5, 2013. This approval is subject to:

Planning
1. This request for an Extension of Time for a nonconforming Liquor Establishment (Tavern) located at 899 Fremont Street shall expire on February 06, 2015 unless another Extension of Time is approved by the City Council.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Joe Cain
Fifth Street Gaming LLC
650 South Main Street
Las Vegas, Nevada 89101

Mr. Dennis Gutwald
100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106

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

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

EOT-56242

Received
JAN 10 2014
Dennis Gutwald

January 9, 2014

RECEIVED
SEP 30 2014
Dept of Planning
City of Las Vegas

Mr. Andrew Donner
899 Fremont LLC
P.O. Box 1570
Las Vegas, Nevada 89125

RE: EOT-52274 – EXTENSION OF TIME
CITY COUNCIL MEETING OF JANUARY 8, 2014

Dear Applicant:

The City Council at a regular meeting held January 8, 2014, APPROVED the request for an Extension of Time FOR A NON-CONFORMING GAMING ESTABLISHMENT NON-RESTRICTED at 899 Fremont Street (APN 139-34-612-056 and 027) C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 9, 2014. This approval is subject to:

Planning

1. This request for an Extension of Time for a nonconforming Gaming Establishment, Non-restricted located at 899 Fremont Street shall expire on January 08, 2015 unless another Extension of Time is approved by the City Council.

Sincerely,

Angela Crolli
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Joe Cain
Fifth Street Gaming, LLC
650 South Main Street
Las Vegas, Nevada 89101

Mr. Dennis Gutwald
100 North City Parkway, Ste. 1600
Las Vegas, Nevada 89106

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

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

EOT-56242

Brownstein Hyatt
Farber Schreck

September 22, 2014

Dennis C. Gutwald
Attorney at Law
702.464.7014 tel
702.382.8135 fax
DGutwald@bhfs.com

VIA HAND DELIVERY

City of Las Vegas
Department of Planning
Attn: Flinn Fagg
333 North Rancho Drive
Las Vegas, NV 89106

RECEIVED
SEP 30 2014
Dept of Planning
City of Las Vegas

RE: The Western Hotel and Casino

Dear Mr. Fagg:

Please consider this letter and the documents enclosed with it as an application for Extension of Time regarding the gaming and tavern land use rights at the property formerly known as the Western Hotel and Casino (the "Western"), located at 899 Fremont Street in a historic section of Downtown (APN's 139-34-612-056 and 139-34-612-027). By submitting this application for Extension of Time, we request to extend the period of time that nonconforming gaming and tavern land use rights can be discontinued or abandoned before those rights are lost.

The Western is a long standing and existing nonconforming use within the City of Las Vegas. Because of its location, its development will inevitably play a role in the revitalization of Downtown Las Vegas ("Downtown"). An extension of time preserving nonconforming tavern use was approved in December 2013 and an extension of time preserving nonconforming gaming use was approved in January 2014. Last year, we reported that portions of the building had recently been demolished, and the Western's owners were considering the option of developing it into a new nonrestricted gaming establishment. Throughout this past year, improvements have occurred on the property. Portions of the building have been painted, the roof has been replaced, new carpeting has been installed, the restrooms have been renovated and mechanical and safety systems have been upgraded.

Pursuant to Title 19.14.030.A.C of the City Municipal Code (the "Code"), City Council may extend the period of time that a nonconforming use is abandoned before the property must become conforming:

1. If the extended abandoned period is a result of economic hardship

   The lingering effects of the severe economic downturn that Downtown experienced are still lingering. While Downtown may be on the verge of an economic upturn, additional improvement in Downtown business must occur before redeveloping the Western is economically feasible or it can be leased.

2. Public health, safety and welfare will not be jeopardized by extending the period of abandonment that may occur before the property must become conforming

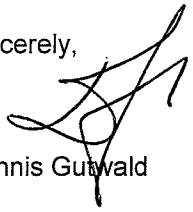
EOT-56242

The Western is located within a C-2 (General Commercial) zoning district, which allows for a tavern/casino license and liquor sales. Additionally, the subject property has a parking lot and parking garage adjacent to it, also owned by Western's owner. The Western has been well maintained and does not pose a threat to public health, safety, and welfare. Further, continuing the nonconforming gaming land use rights will assist in development of the site, and help maintain the property value of both it and its adjacent properties, with no ill affect since gaming is and will remain an integral part of Downtown.

Based on the foregoing, we respectfully request your approval of the Western's request for an extension of time to preserve the grandfathered nonconforming gaming and tavern rights at the property.

If you have any questions, please call me at (702) 464-7014 or e-mail me at dgutwald@bhfs.com. Thank you for your consideration of this request.

Sincerely,



Dennis Gutwald

014972\0009\11542615.2

EOT-56242

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

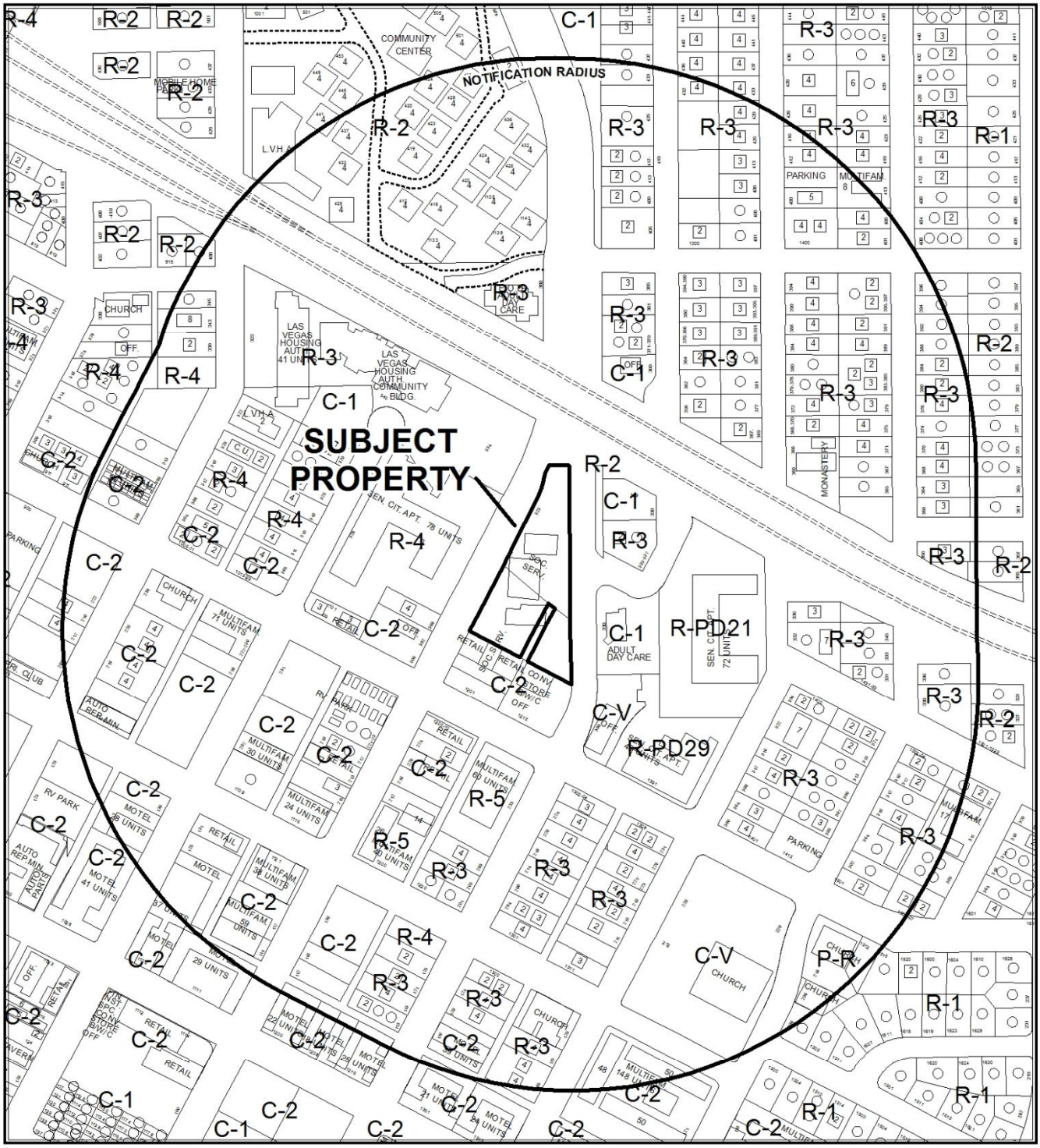
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-55763 - VARIANCE - PUBLIC HEARING - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC. - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT FRONT YARD SETBACK FOR A PROPOSED PORTE COCHERE WHERE TEN FEET IS REQUIRED at 323 North Maryland Parkway (APNs 139-35-211-071, 072, 093 and 139-35-299-058), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55585]. 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 and Aerial Maps - VAR-55763 and SDR-55764 [PRJ-55585]
2. Conditions and Staff Report - VAR-55763 and SDR-55764 [PRJ-55585]
3. Supporting Documentation - VAR-55763 and SDR-55764 [PRJ-55585]
4. Photos - VAR-55763 and SDR-55764 [PRJ-55585]
5. Justification Letter - VAR-55763 and SDR-55764 [PRJ-55585]
6. Backup Referenced from the October 14, 2014 Planning Commission Meeting



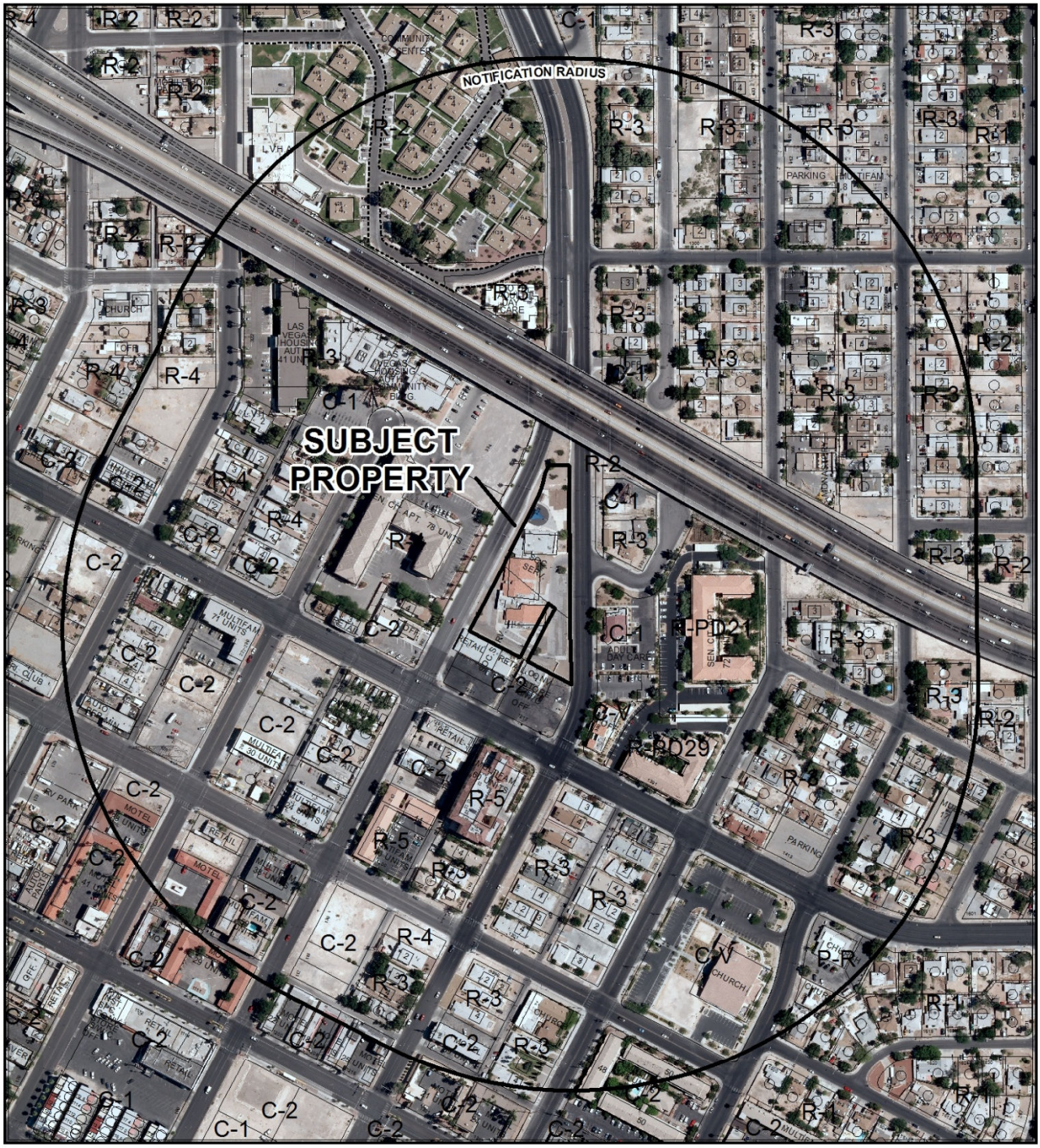
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CASE: **VAR-55763 & SDR-55764 (PRJ-55585)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **VAR-55763 & SDR-55764 (PRJ-55585)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WESTCARE NEVADA, INC. – OWNER: FITZHOUSE ENTERPRISES, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-55763	Staff recommends APPROVAL, subject to conditions:	
SDR-55764	Staff recommends APPROVAL, subject to conditions	VAR-55763

** CONDITIONS **

VAR-55763 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-55764) 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-55764 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-55763) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 08/25/14, except as amended by conditions herein.

4. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

5. The new trash enclosure must be screened, gated with a roof or a trellis.

6. A Waiver from Title 19.08.070 is hereby approved to allow zero-foot landscape buffers along a portion of the north, east and west perimeters.

7. An Exception from Title 19.08.110 is hereby approved to allow two shade trees in the parking lot where seven are required.

8. An Exception from Title 19.08.040 is hereby approved to allow five perimeter landscape buffer trees where 15 are required.

9. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

10. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

11. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. A Petition of Vacation, such as VAC-52721, shall record prior to the issuance of any building permits if required.

15. In accordance with code requirements of Title 13.56, remove all substandard public street improvements and unused driveway cuts, including all sidewalk ramps adjacent to this site, and replace with new improvements meeting current City Standards concurrent with development of this site. However, the existing pan style driveways may remain. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

16. The proposed driveway on the northwest corner of the site shall be exit only to Maryland Parkway.

17. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this site.

18. Landscape and maintain all unimproved right-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

19. Submit an Encroachment Agreement for landscaping and private improvements in the Maryland Parkway and 13th Street public rights-of-way, if any, prior to the 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 (702-229-4836).

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing 18,588 square-foot commercial building at 323 North Maryland Parkway. The applicant is requesting minor site modifications, an expansion to the existing parking lot and the addition of a porte cochere to the existing commercial building. The minor site modifications include a new trash enclosure and two new courtyard areas adjacent to the west building elevation. As proposed, the porte cochere and parking lot expansion do not adhere to all requirements as established by Title 19. The required landscape buffers adjacent to the expanded parking lot are not being provided. In addition, landscape exceptions are needed in the parking lot. Furthermore, the proposed porte cochere does not adhere to minimum setback requirements and the applicant is requesting a Variance (VAR-55763) to address the issue.

The requested deviations from landscape requirements can be supported as they are mitigated by additional landscaping located within existing landscape buffers in the right-of-way. In addition, the request to expand the parking lot decreases an existing parking variance (VAR-52719) deviation from 46% to 7%. The design of the parking lot is conducive to accommodating more parking stalls to a parking deficient site. Staff also supports the associated Variance (VAR-55763) for the porte cochere, as it would improve site accessibility and would visually improve the west building elevation fronting Maryland Parkway.

ISSUES

- City Council approved a parking Variance (VAR-52719) to allow 29 parking spaces where 62 spaces are required, which represented a 46% deviation from standard. The applicant has added 29 parking spaces. As a result, the original parking variance deviation has decreased from 46% to 7%.
- A Variance is needed to allow the porte cochere to be set back zero feet where a minimum of ten feet is required.
- A Waiver of Title 19.08 perimeter landscape requirement is needed to allow a zero-foot buffer along the east and west property lines where 15 feet is required.
- A Waiver of Title 19.08 perimeter landscape requirement is needed to allow a zero-foot buffer along the north property line where 8 feet is required.
- An Exception of Title 19.08.110 is required to allow two parking lot trees in islands and at the ends of new parking rows where seven are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/24/78	The Board of Zoning Adjustment approved a Special Use Permit (U-0005-78) to allow a child care center at 323 North Maryland Parkway.
09/01/90	The Planning and Development Department approved a plot plan for an addition to an existing structure at 323 North Maryland Parkway.
09/06/06	The City Council approved a Rezoning (ZON-14246) from R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 1.47 acres at 323 North Maryland Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-14252) for an existing social service provider at 323 North Maryland Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a Variance (VAR-14251) to allow 29 parking spaces where 50 parking spaces are the minimum required on 1.47 acres at 323 North Maryland Parkway. The Planning Commission and staff recommended approval.
04/16/14	The City Council approved a Special Use Permit (SUP-52715) for a Social Service Provider use at 323 North Maryland Parkway. Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-52717) for a Facility To Provide Testing, Treatment, or Counseling For Drug or Alcohol Abuse at 323 North Maryland Parkway. Planning Commission and staff recommended approval.
	The City Council approved a Variance (VAR-52719) to allow 29 parking spaces where 62 spaces are required at 323 North Maryland Parkway. Planning Commission and staff recommended approval.
	The City Council approved a Petition to Vacate (VAC-52721) a public right-of-way at 323 North Maryland Parkway. Planning Commission and staff recommended approval.
10/14/14	The Planning Commission unanimously voted to recommend APPROVAL of a Variance (VAR-55763) request to allow a zero-foot front yard setback for a proposed porte cochere where ten feet is required and a Site Development Plan Review (SDR-55764) request to expand the parking lot and add a porte cochere with waivers to allow a zero-foot perimeter landscape buffer width where 15 feet is required adjacent to rights-of-way and to allow a zero-foot width adjacent to interior lot lines at 323 North Maryland Parkway.

Most Recent Change of Ownership	
05/05/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1979	The existing 18,588 square-foot commercial building was constructed.
03/13/91	A building permit (#91100014) was issued for shade structures at 323 North Maryland Parkway. The permit received a final inspection on 03/31/91.

Related Building Permits/Business Licenses	
06/01/95	A building permit (#95378462) was issued for an AC unit at 323 North Maryland Parkway. The permit received a final inspection on 06/28/95.
04/17/98	A building permit (#98007999) was issued for a new roof at 323 North Maryland Parkway. The permit received a final inspection on 04/29/98.

Pre-Application Meeting	
08/14/14	Staff conducted a pre-application meeting with the applicant to discuss the proposed parking lot expansion and porte cochere expansion. Staff concluded that a Variance would be required for the porte cochere, as it would encroach within the front yard setback. As a result of the Variance, the minor expansion would require a public hearing Site Development Plan Review.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
08/28/14	Staff conducted a routine field check and noted a well maintained commercial building free of trash and debris.

Details of Application Request	
Site Area	
Net Acres	1.47

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Social Service Provider Facility To Provide Testing, Treatment, or Counseling For Drug or Alcohol Abuse	MXU (Mixed Use)	C-1 (Limited Commercial)
North	I-515 Right-of-Way	I-515 Right-of-Way	I-515 Right-of-Way
South	General Retail Social Service Provider	MXU (Mixed Use)	C-2 (General Commercial)
East	General Personal Service Multi-Family	MXU (Mixed Use)	C-1 (Limited Commercial) R-3 (Medium Density Residential)
West	Multi-Family	MXU (Mixed Use)	R-3 (Medium Density Residential) R-4 (High Density Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
Live/Work 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

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	10 Feet	0 Feet	N*
• Side	10 Feet	54 Feet	Y
• Side	10 Feet	180 Feet	Y
• Rear	20 Feet	35 Feet	Y
Max. Lot Coverage	50%	31 %	Y
Max. Building Height	N/A	26 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Not Indicated	Y**
Mech. Equipment	Screened	Screened	Y

**The applicant is requesting an associated Variance (VAR-55763) to allow a zero-foot front yard setback where ten feet is required.*
***A condition of approval has been added requiring the proposed trash enclosure to be screened, gated with a roof or trellis.*

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	2 Trees	N
• East	1 Tree / 30 Linear Feet	6 Trees	3 Trees	N
• West	1 Tree / 30 Linear Feet	6 Trees	0 Trees	N
TOTAL PERIMETER TREES		**15 Trees**	**5 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	7 Trees	2 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N
• East	15 Feet		0 Feet	N
• West	15 Feet		0 Feet	N

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Maryland Parkway	Major Collector	Master Plan of Streets and Highways	80	Y
13th Street	Collector	Master Plan of Streets and Highways	65	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	
Social Service Provider	18,588 SF	1:300 SF	62				
Facility To Provide Testing, Treatment, or Counseling For Drug or Alcohol Abuse		1:300 SF					

Parking Requirement						
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
TOTAL SPACES REQUIRED			62		58		Y*
Regular and Handicap Spaces Required			60	2	56	2	Y*
Percent Deviation			7%				

**City Council approved a parking Variance (VAR-52719) to allow 29 parking spaces where 62 spaces are required, which represented a 46% deviation from standard. The applicant has added 29 parking spaces, as a result, the original parking variance deviation has decreased to 7 percent.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
8-foot perimeter landscape buffer along the north property line	Zero-foot buffer	Approval
15-foot perimeter landscape buffer along the east property line	Zero-foot buffer	Approval
15-foot perimeter landscape buffer along the west property line	Zero-foot buffer	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
24-inch box shade trees in islands per six spaces and at the ends of each parking row (7 required)	2 Trees	Approval
24-inch box shade trees per 30 linear feet within the east landscape buffer (6 required)	3 Trees	Approval
24-inch box shade trees per 30 linear feet within the west landscape buffer (6 required)	Zero Trees	Approval
24-inch box shade trees per 20 linear feet within the north landscape buffer (3 required)	2 Trees	Approval

ANALYSIS

The subject site contains an existing 18,588 square-foot commercial building at 323 North Maryland Parkway. The applicant is requesting minor site modifications, an expansion to the existing parking lot and the addition of a porte cochere to the existing commercial building. The minor site modifications include a new trash enclosure located at the southeast corner of the site and two new courtyard areas adjacent to the west building elevation. The courtyard areas adhere to Title 19 standards as they do not further infringe upon the existing building setback.

As proposed, the porte cochere and parking lot expansion do not adhere to all requirements as established by Title 19. The required landscape buffers adjacent to the expanded parking lot are not being provided. In addition, landscape exceptions are needed in the parking lot. Staff supports the requested landscape waivers and exceptions, as the subject site is uniquely shaped and the applicant has mitigated the lack of required landscaping with additional planting materials throughout the

interior of the site and along landscape buffers within the right-of-way. The buffers located within the right-of-way cannot be included in the provided counts but provide additional visual interest.

In 2014, a parking variance (VAR-52719) was approved to allow 29 parking spaces where 62 spaces were required, representing a 46 percent deviation from standard. This proposal to expand the parking lot does not eliminate the necessity of a parking variance, but it improves the deviation of standard to seven percent. The design of the parking lot is conducive to accommodating more parking stalls to a parking deficient site.

Finally, the proposed porte cochere does not adhere to minimum setback requirements and the applicant is requesting a Variance (VAR-55763) to address the issue. The proposed porte cochere would locate at the existing front entrance to the commercial building and provide a covered pick-up and drop-off area for visitors. The proposed porte cochere does not increase the square-footage of the existing commercial building. However, it would improve site accessibility and would visually improve the west building elevation fronting Maryland Parkway. Staff supports the waiver and exception requests, as well as the associated Variance (VAR-55763), as the uniquely shaped site would be improved with the proposed modifications. If denied, the requested site improvements could not be constructed and the parking lot would remain 46% deficient in required parking.

FINDINGS (VAR-55763)

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, in that the unique shaped lot physically restricts development on the subject site. The relief granted will not create any substantial detriment to the public good, substantial impairment of affected natural

resources or substantially impair the intent and purpose of any ordinance or resolution. Therefore, staff recommends approval of this request.

FINDINGS (SDR-55764)

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 parking lot expansion and site modifications are compatible with the surrounding commercial uses. The design of this proposed development would improve the existing site conditions and is typical in this area of the City.

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;**

   Although the site is not fully consistent with all landscaping and setback requirements, staff can support the requested waivers, exceptions and variance as they are mitigated by additional landscaping located throughout the interior of the site and through improved functionality. The proposed development is consistent with all other Title 19 requirements and the General Plan.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The subject site is accessed from Maryland Parkway, an 80-foot wide Major Collector and 13th Street, a 65-foot wide Collector as classified by the Master Plan of Streets and Highways. Both streets are adequate in size to continue to provide access and site circulation.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building and landscape materials are appropriate for the desert environment and the neighborhood.

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 the 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 37

NOTICES MAILED 213 (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-55763 APN: 139-35-211-071, 072, 093 & 139-25-299-058

Name of Property Owner: FitzHouse Enterprises, Inc.

Name of Applicant: WestCare Nevada, Inc.

Name of Representative: Michael O. Lavin

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Michael O. Lavin

Subscribed and sworn before me

This 21st day of August, 2014

Chris Upton

Notary Public in and for said County and State

CHRIS UPTON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 9-22-14
Certificate No: 94-0758-1

PRJ-55585
08/25/14

CLV Planning - Application Form

Application Number:	PRJ-55585
Application/Petition For:	VAR and SDR
ProjectAddress (Location):	323 NORTH MARYLAND PARKWAY
Project Name	WESTCARE
Assessors Parcel #(s):	13935211071, 13935211072, 13935211093, 13935299058
Ward #:	WARD 5 (RICKI Y. BARLOW)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	Robert
Applicant Last Name:	Adams
Applicant Address:	1711 Whitney Mesa Drive
Applicant City:	Henderson
Applicant State:	NV
Applicant Zip:	89014
Applicant Phone:	(702) 290-3567
Applicant Fax:	(702) 448-8100
Applicant Email:	robert.adams@westcare.com
Rep First Name:	Robert
Rep Last Name:	Adams
Rep Address:	1711 Whitney Mesa Drive
Rep City:	Henderson
Rep State:	NV
Rep Zip:	89014
Rep Phone:	(702) 290-3567
Rep Fax:	(702) 448-8100
Rep Email:	robert.adams@westcare.com

VAR-55763 & SDR-55764

CLV Planning - Application Form

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. I Accept:	Yes
Is the Owner Information Correct:	No
If no, ...change what	FitzHouse Enterprises Inc. P.O. Box 94738 Las Vegas, NV 89193

Owner(s)	ADDR1	ADDR2
SOUTHERN NV HOUSING AUTHORITY	340 N 11TH ST #170	LAS VEGAS, NV 89101-3125

CLVEPLAN Applicant	Company	Title	Email
Robert Adams	FitzHouse Enterprises, Inc.	Deputy Administator	robert.adams@westcare.com

VAR-55763 & SDR-55764

PARKING CALCS

VAR-52719 CONDITIONS
29 PARKING SPACES ALLOWED

56 REGULAR PARKING SPACES
2 H.C. SPACES PROVIDED
TOTAL PARKING SPACES = 58

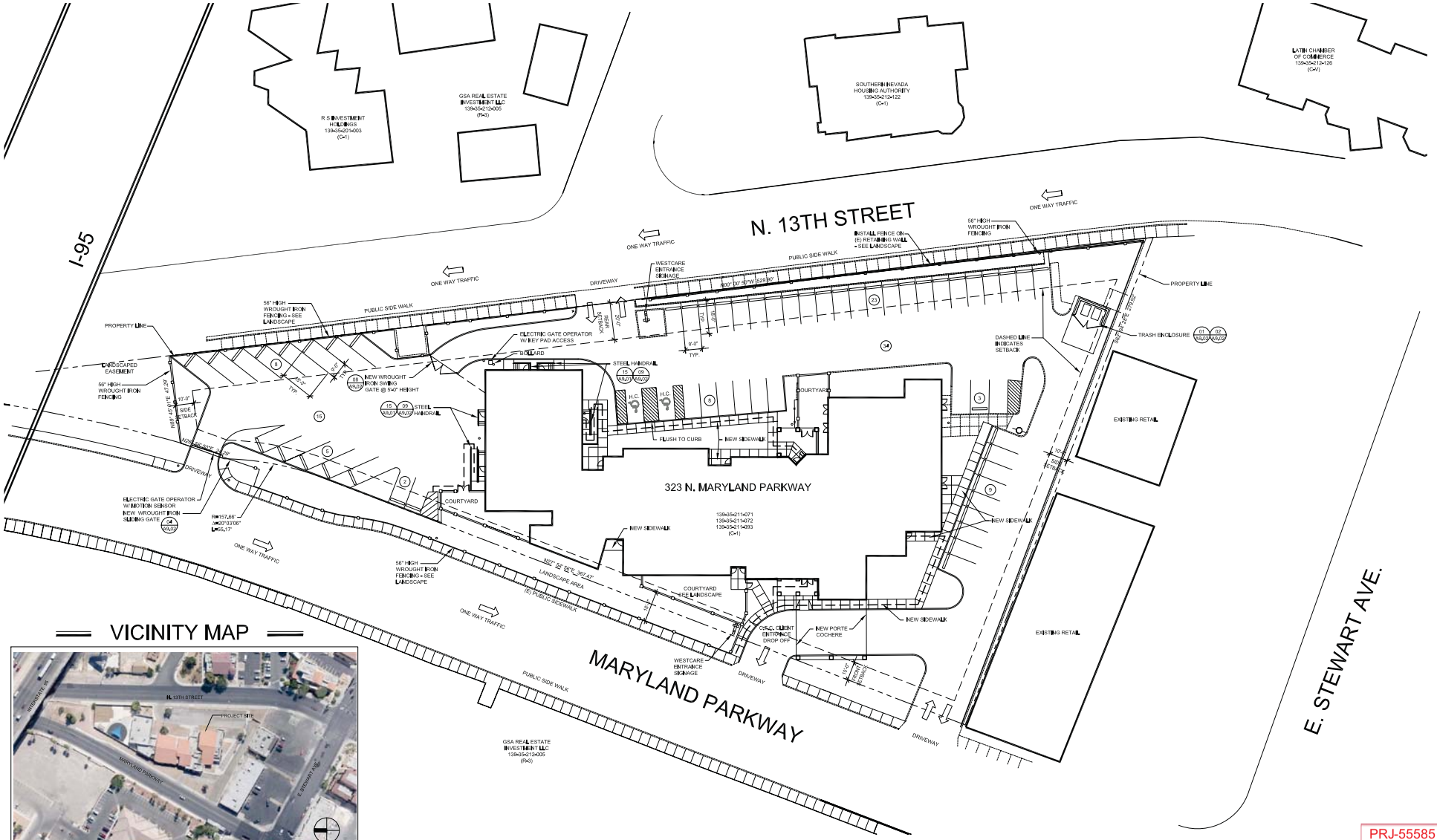
SHEET NOTES

1. REFER TO AND COORDINATE FOR ADDITIONAL INFORMATION ON ELECTRICAL SITE PLAN AND PLUMBING. DISCREPANCIES BETWEEN PLUMBING, ELECTRICAL AND ARCHITECTURAL SITE PLAN SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
2. SIDE WALK EXPANSION JOINT TO BE 10-0" O.C., U.N.O. SCORE JOINTS TO BE 5-0" O.C., U.N.O.
3. REMOVE ALL LANDSCAPE WHERE NEW CONSTRUCTION OCCURS. THE FULL EXTENT OF DEMOLITION SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR. FAILURE OF THE CONTRACTOR TO FIELD VARIFY SHALL NOT RELIEVE THE CONTRACTOR OF ANY REQUIREMENTS TO COMPLETE THE WORK SHOWN.
4. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES CONDUITS OR STRUCTURES ON THESE PLANS ARE BASED ON PERMIT DRAWINGS OF ORIGINAL BUILDINGS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECOUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.
5. CONCRETE SIDEWALK AND RAMP SURFACES SHALL BE SLIP-RESISTANT AS FOLLOWS:
   A) SURFACES WITH LESS THAN 6% SLOPE SHALL BE AT LEAST A SLIP-RESISTANT AS THAT DESCRIVED AS A MEDIUM SALTED FINISH.
   B) SURFACES WITH A 6% OR GREATER SLOPE SHALL BE SLIP-RESISTANT.
6. WALK AND SIDEWALK SURFACE CROSS SLOPES SHALL NOT EXCEED 2%.
7. ACCESSIBLE PARKING STALL SHALL BE OUTLINED IN BLUE. OUTLINE OTHER PARKING STALLS IN WHITE OR SUITABLE CONTRASTING COLOR.
8. ----- DASHED LINE INDICATES EXISTING TO REMAIN - REFER TO CIVIL DRAWINGS.
8. —— DASHED LINE INDICATES ACCESSIBLE ROUTE W/ 2% MAX CROSS SLOPE, 5% IN DIRECTION OF TRAVEL W/ 8.33% @ RAMPS

DEMOLITION NOTES

1. THE FULL EXTENT OF DEMOLITION SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR. FAILURE OF THE CONTRACTOR TO FIELD VARIFY SHALL NOT RELIEVE THE CONTRACTOR OF ANY REQUIREMENTS TO COMPLETE THE WORK SHOWN.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES CONDUITS OR STRUCTURES ON THESE PLANS ARE BASED ON PERMIT DRAWINGS OF ORIGINAL BUILDINGS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECOUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.
3. ALL DEMOLITION SHALL BE TO THE EXTENT NECESSARY TO PROPERLY COMPLETE NEW CONSTRUCTION.
4. THE CONTRACTOR TO COORDINATE ALL DEMOLITION AND REMOVAL W/ THE OWNER PRIOR TO THE START OF ANY WORK.
5. CAP AND PLUG EXISTING UTILITIES AS REQUIRED.
6. REFER TO CIVIL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES.
7. 100% OF EXCAVATED SOIL AND VEGETATION RESULTING FROM LAND CLEARING SHALL BE REUSED OR RECYCLED.

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JVC ARCHITECTS
5385 CAMERON ST., STE 15
LAS VEGAS, NV 89118
PH 702.871.2416
WWW.JVCARCHITECTS.NET



VICINITY MAP

WESTCARE
COMMUNITY TRIAGE CENTER
323 N. MARYLAND PARKWAY
LAS VEGAS, NV

☐ 1405-FH-CTC
☐ 07.23.14
☐

JAMES VAN COMPERNOLLE REGISTERED NO. 2418 ARCHITECT STATE OF NEVADA

PRJ-55585
08/25/14

☐ OVERALL SITE PLAN
☐ AS1.01
☐ PERMIT SET

10'-0" 40'-0" 20'-0"

SCALE: 1" = 20'-0"

NORTH

01 OVERALL SITE PLAN

VAR-55763 & SDR-55764

VAR-55763 & SDR-55764

PLANTING LEGEND - TREES

SYMBOL	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	MIN. SIZE H X W X CAL	REMARKS
	1	24" BOX	PISTACHIA CHINENSIS	CHINESE PISTACHE	8' X 3' X 1"	STANDARD TRUNK HIGH BRANCHING DECIDUOUS
	17	24" BOX	CHILOPSIS X. 'ART'S SEEDLESS'	SEEDLESS DESERT WILLOW	6' X 3' X 1"	STANDARD TRUNK ACCENT TREE
	24	24" BOX	RHUS LANCEA	AFRICAN SUMAC	8' X 3' X 1"	STANDARD TRUNK HIGH BRANCHING STR. TREE
	3	24" BOX	LAGERSTROEMIA INDICA 'RED'	CRAPE MYRTLE	6' X 3' X 1"	MULTI TRUNK MEDIUM BRANCHING ACCENT TREE
	1	EXISTING	OLEA EUROPAEA	OLIVE TREE	-	MULTI TRUNK TREE TO BE CUT OUT
	3	24" BOX	BRACHYCHITON POPULENEUS	BOTTLE TREE	7' X 3' X 1.5"	SINGLE TRUNK
	4	24" BOX	PYRUS C. 'BRADFORD'	BRADFORD PEAR	12' X 6' X 2"	STANDARD TRUNK SUB TROPICAL
	1	24" BOX	OLEA EUROPAEA 'SWAN HILL' OR 'WILSONII'	FRUITLESS OLIVE	4' X 2' X 1"	MULTI TRUNK LOW BRANCHING
	2	24" BOX	CORDIA BOISSIERI	TEXAS OLIVE	6' X 4' X 1"	MULTI TRUNK LOW BRANCHING
	1	24" BOX	ACACIA STENOPHYLLA	SHOESTRING ACACIA	8' X 3' X 1.25"	STANDARD TRUNK HIGH BRANCHING
	1	CERCIS OCCIDENTALIS		WESTER REDBUD	5' X 3' X 1"	MULTI TRUNK LOW BRANCHING

PLANTING LEGEND - SHRUBS, GROUNDCOVERS, AND GRASSES

SYMBOL	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	MIN. SIZE H X W X CAL	REMARKS
	47	5 GALLON	BACHARIS 'STARN'	MULE DESERT BROOM	FULL	-
	87	5 GALLON	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLEBRUSH	FULL	-
	10	5 GALLON	CALLIANDRA CALIFORNICA	BAJA FAIRY DUSTER	FULL	-
	92	5 GALLON	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	FULL	-
	6	5 GALLON	LEUCOPHYLLUM LANGMANIAE 'REGAL MIST'	REGAL MIST	FULL	-
	10	5 GALLON	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE	FULL	-
	24	5 GALLON	BUDDLEIA DAVIDII 'DARK KNIGHT'	HYBRID BUTTERFLY BUSH	FULL	-
	92	5 GALLON	DALEA GREGGII	TRAILING INDIGO BUSH	FULL	-
	1	1 GALLON	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	FULL	-
	4	15 GALLON	TECOMARIA CAPENSIS	CAPE HONEYSUCKLE	FULL	STAKED, TREELIS
	3	7 GALLON	CYCAS REVOLUTA	SAGO PALM	FULL	SUB TROPICAL
	8	5 GALLON	EUONYMUS JAPONICUS 'AUREOVARIEGATUS'	GOLD SPOT EUONYMUS	FULL	SUB TROPICAL
	27	5 GALLON	HEMEROCALLIS 'YELLOW'	YELLOW DAYLILY	FULL	SUB TROPICAL
	13	5 GALLON	JUSTICIA SPICIGERA	MEXICAN HONEYSUCKLE	FULL	SUB TROPICAL
	1	15 GALLON	PODOCARPUS MACROPHYLLUS	YEW PINE	FULL	SUB TROPICAL
	28	5 GALLON	RHAPHIOLEPIS 'PINK LADY'	PINK LADY HAWTHORN	FULL	SUB TROPICAL
	10	5 GALLON	RUELLIA BRITTONIANA	RUELLIA	FULL	SUB TROPICAL
	2	15 GALLON	PHILODENDRON SELLOUM	SPLIT-LEAF PHILODENDRON	STAKED	SUB TROPICAL
	11	5 GALLON	DIETES VEGETA	AFRICAN IRIS	FULL	SUB TROPICAL
	5	1 GALLON	TRADESCANTIA P. PURPUREA'	PURPLE HEART	FULL	SUB TROPICAL
	2	5 GALLON	AUCUBA JAPONICA 'VARIEGATA'	GOLD DUST PLANT	FULL	SUB TROPICAL
	52	5 GALLON	STREPTOPE RECURVE	BIRD OF PARADISE	FULL	SUB TROPICAL
	12	5 GALLON	CARYOPTERIS C. DARK KNIGHT'	BLUE MIST	FULL	-
	3	5 GALLON	STIPA TENUISSIMA	MEXICAN FEATHER GRASS	FULL	-
	23	5 GALLON	ANIGOZANTHOS FLAVIDUS	KANGAROO PAW	FULL	-
	5	5 GALLON	CAREX DIVULSA	BERKELEY SEDGE	FULL	STAKED
	1	5 GALLON	MUHLENBERGIA RIGENS	DEER GRASS	FULL	STAKED
	5	5 GALLON	HESPERALOE PARVIFLORA	RED YUCCA	FULL	SUB TROPICAL
	6	1 GALLON	VINCA MAJOR	PERIWINKLE	FULL	-
	2	5 GALLON	MAHONIA COMPACTA	HEAVENLY BAMBOO	FULL	SUB TROPICAL

ROCK MULCH IN ALL PLANTER AREAS, EXCEPT COURTYARDS, SHALL BE A 2" DEPTH OF 3/8" SCREENED REBEL RED BY KAMAN ZOO MATERIALS OR APPROVED EQUAL.

BOULDERS SHALL BE 3' X 3' X 2' COLOR AND TYPE TO MATCH ROCK MULCH.

NOTES:

1. ALL TREES WITHIN 6' OF HARDSCAPE, OR BUILDINGS SHALL BE PLANTED WITH ROOT BARRIERS.
2. ALL PLANTS WITH THE NOTATION 'SUB TROPICAL' SHALL USE THE SUB TROPICAL BACKFILL MIX SHOWN ON THIS SHEET.
3. ALL DAMAGE TO EXISTING FEATURES CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY CONTRACTOR TO THE SATISFACTION OF THE OWNER.
4. TECOMARIA CAPENSIS SHALL BE ATTACHED TO TRELLIS. SEE DETAIL.
5. QUANTITIES SHOWN IN LEGEND ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL INSTALL ALL PLANT MATERIAL GRAPHICALLY DEPICTED ON PLAN.
6. CONTRACTOR SHALL CALL 'CALL BEFORE U DIG' FOR UTILITY LOCATIONS. ALL CONFLICT BETWEEN PLANT MATERIAL AND UTILITIES SHALL BE RESOLVED BY THE OWNER'S REP.

north

0 10' 20' 40'

L-1

REVISIONS/ADDENDUM		
DATE	DESCRIPTION	BY
8-20-14	UPDATED SITE PLAN, ADDED PLANTS	JJ

PROFESSIONAL SEAL

John Jones Landscape Architect
8275 S. Eastern Avenue, Ste. 200
Las Vegas, NV 89123
(702) 233-1920

PC 555525
03/25/15

Preliminary Landscape Plan

Westcare Recovery Center
323 N. Maryland Parkway
Las Vegas, NV

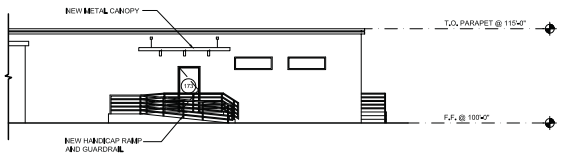
DATE: JULY 10, 2014
JOB NO. 14010
ISSUED FOR PLANCHECK:
N/A
ISSUED FOR BID:
N/A

L-1

VAR-55763 & SDR-55764

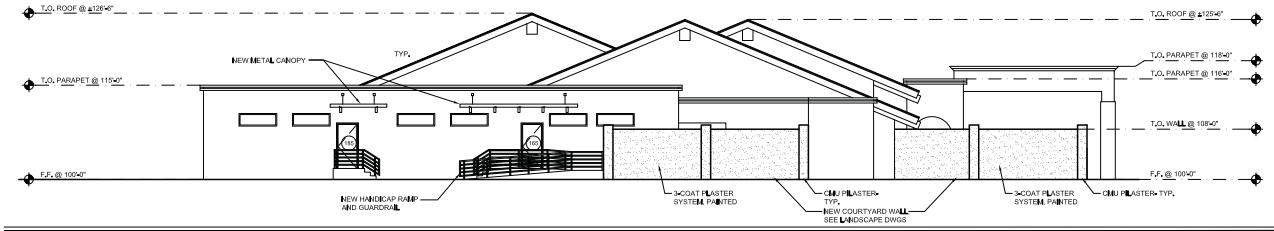
SHEET NOTES

1. THE GENERAL CONTRACTOR SHALL REVIEW THE CONSTRUCTION DOCUMENTS AND ADVISE THE ARCHITECT OF ANY DISCREPANCIES IN THE DIMENSIONS OR DRAWINGS PRIOR TO CONSTRUCTION.
2. ALL FLASHING, COUNTER FLASHING AND SHEET METAL WORK TO COMPLY WITH THE MINIMUM STANDARDS PER THE LATEST EDITION OF THE SMACNA MANUAL.
3. PROVIDE APPROVED WATERPROOFING MEMBRANE AT ALL WATER CARRYING SURFACES AND EXTEND MEMBRANES A MIN OF 12" ABOVE AND BELOW ALL APPLIED SURFACES.
4. ALL FRAMED EXTERIOR WALLS TO BE PLASTER SYSTEM O/ WALL SHEATHING. REFER TO STRUCTURAL DWGS FOR ADDITIONAL SHEATHING REQUIREMENTS.
5. INSTALL CONTINUOUS G.I. PLASTER SCREED AT BOTTOM OF ALL PLASTERS. REFER TO SHEET DETAILS FOR CONDITIONS.
6. ALL INTERIOR GYP. BD. TO BE ⅝" TYPE 'X' GYP BD AT INTERIOR. USE EXTERIOR TYPE GYPSUM BOARD AT ALL EXTERIOR APPLICATIONS.
7. TYPICAL INSULATION: ROOF INSULATION = R-38; WALL INSULATION = R-19
8. CONFIRM LOCATIONS OF CONTROL JOINTS W/ ARCHITECT - NOT ALL ARE INDICATED



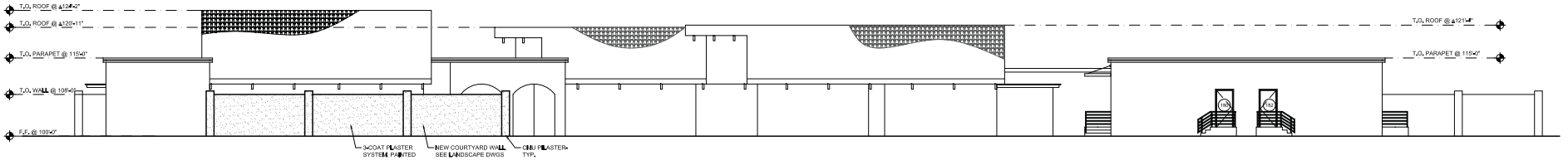
= 05 = COURTYARD SOUTH ELEVATION

SCALE: ⅛" = 1'-0"



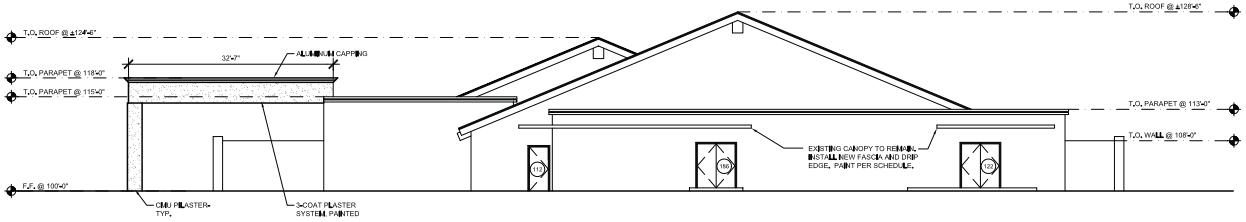
= 04 = NORTH ELEVATION

SCALE: ⅛" = 1'-0"



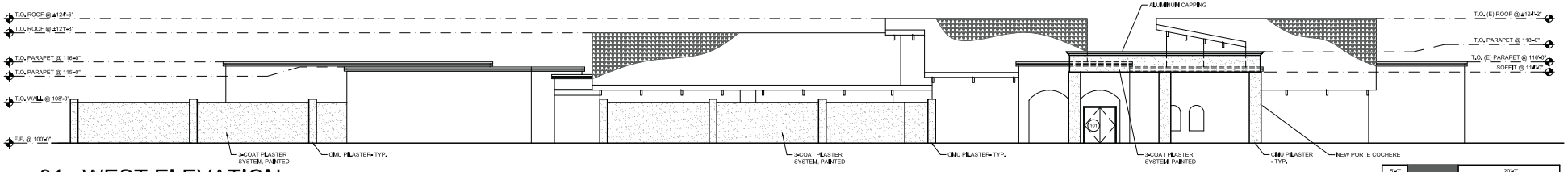
= 03 = EAST ELEVATION

SCALE: ⅛" = 1'-0"



= 02 = SOUTH ELEVATION

SCALE: ⅛" = 1'-0"



= 01 = WEST ELEVATION

SCALE: ⅛" = 1'-0"

5'-0" 10'-0" 20'-0"

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RJ 05385 08/25/11

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WESTCARE
COMMUNITY TRIAGE CENTER

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LAS VEGAS, NV

☐ 1405-FH-CTC
☐ 06.16.14
☐

☐ EXTERIOR ELEVATIONS
☐ A4.01
☐ PERMIT SET

VAR-55763 & SDR-55764

WALL LEGEND

01 — 4" WOOD STUDS FRAMING 24" O.C. WITH ONE LAYER ⅝" TYPE 'X' GYPSUM WALLBOARD APPLIED PARALLEL EACH SIDE WITH 1" TYPE 'S' DRYWALL SCREWS 8" O.C. AT VERTICAL JOINTS AND 12" O.C. AT FLOOR AND CEILING RUNNERS AND INTERMEDIATE STUDS. TERMINATE WALL AS INDICATED ON PLAN.

02 — 4" WOOD STUD FRAMING 24" O.C. WITH ONE LAYER ⅝" TYPE 'X' GYPSUM WALLBOARD APPLIED PARALLEL INTERIOR SIDE WITH 1" TYPE 'S' DRYWALL SCREWS 8" O.C. AT VERTICAL JOINTS AND 12" O.C. AT FLOOR AND CEILING RUNNERS AND INTERMEDIATE STUDS. TERMINATE WALL AS INDICATED ON PLAN.

03 — 6" WOOD STUDS 24" O.C. WITH ONE LAYER ⅝" TYPE 'X' GYPSUM WALLBOARD APPLIED PARALLEL EACH SIDE WITH 1" TYPE 'S' DRYWALL SCREWS 8" O.C. AT VERTICAL JOINTS AND 12" O.C. AT FLOOR AND CEILING RUNNERS AND INTERMEDIATE STUDS. TERMINATE WALL AS INDICATED ON PLAN.

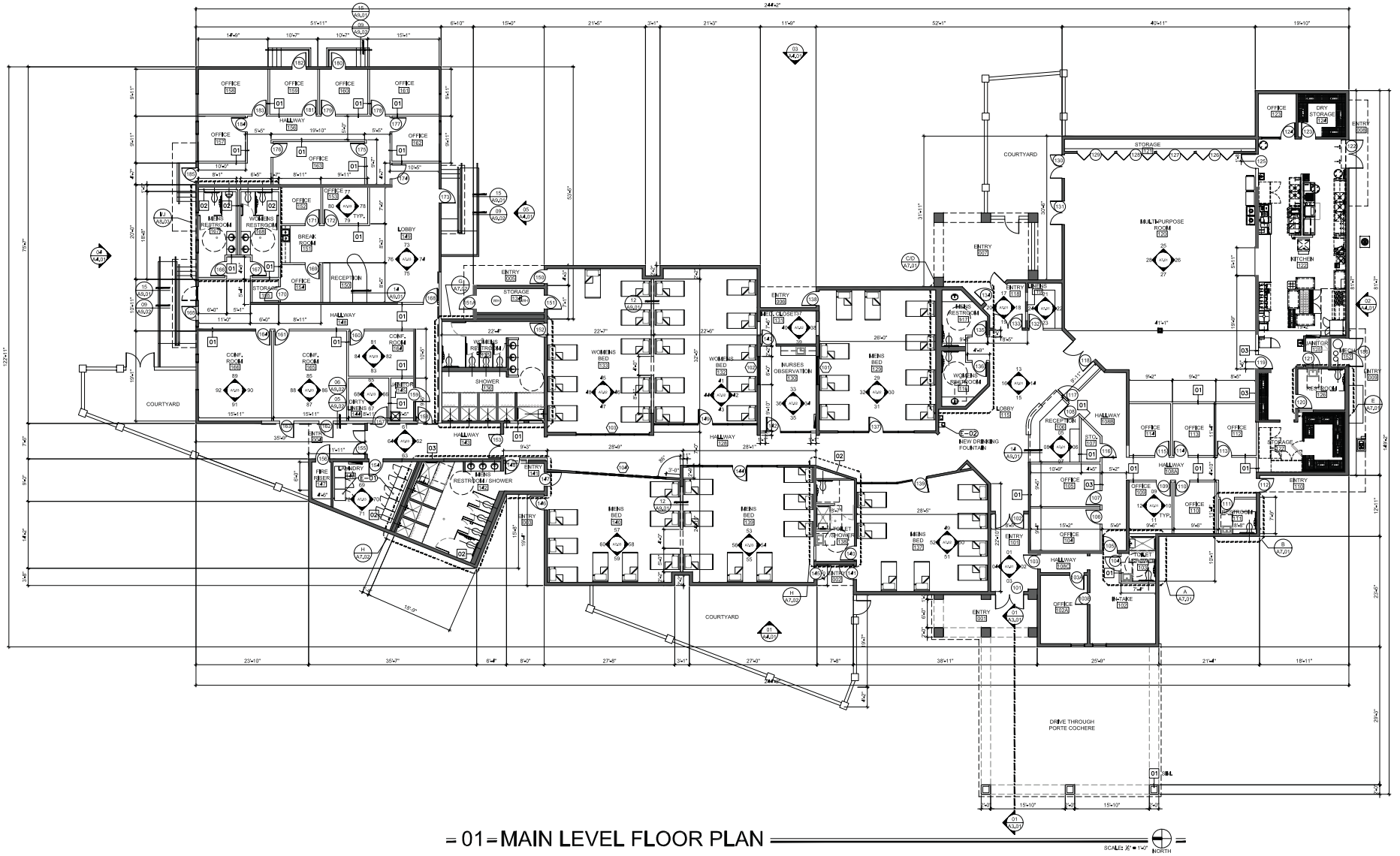
SHEET NOTES

1. REFER TO ARCHITECTURAL FINISH SCHEDULES AND INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION.
2. ALL NEW GYPSUM BOARD TO BE ⅝" TYPE 'X' GYPSUM BOARD.
3. THE WIDTH AND HEIGHT OF REQUIRED EXIT DOORWAYS SHALL BE NOT LESS THAN 3'-0" IN NOMINAL WIDTH BY 6'-8" IN NOMINAL HEIGHT AND SHALL BE CAPABLE OF OPENING SUCH THAT THE CLEAR WIDTH IS NOT LESS THAN 32", BUILDING CODE 1003.3.1.2
4. ALL WALL MOUNTED OR SURFACE MOUNTED APPLIANCES, TOILET ACCESSORIES, PARTITION ARE TO BE SECURED VIA STUD BLOCKING, GENERAL CONTRACTOR TO VERIFY LOCATION AND INSTALLATION.
5. PROVIDE TEMPERED GLASS AS REQUIRED.
7. REFER TO SHEET A5.01 FOR ENLARGE RESTROOM PLAN AND A5.01 FOR TOILET ACCESSIBILITY REQUIREMENTS.
8. REFER TO CIVIL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR ADDITIONAL NOTES.
9. WALL HATCH INDICATES EXISTING WALL.
10. DASH IN WALL INDICATES OCCUPANCY SEPARATION WALL. REFER TO DETAILS 05, 06, 07 ON SHEET A5.02
11. FEC SYMBOL INDICATES FIRE EXTINGUISHER CABINETS - VERIFY FINAL LOCATIONS WITH FIRE INSPECTOR, FIRE EXTINGUISHER REQUIREMENTS SHALL BE DETERMINED BY A FIELD INSPECTOR PER FIRE CODE SECTION 1002. TOP OF CABINET TO BE AT 4'6".

THE MINIMUM WIDTH OF EACH DOOR OPENING SHALL BE SUFFICIENT FOR THE OCCUPANT LOAD AND SHALL PROVIDE A CLEAR WIDTH OF NOT LESS THAN 32", THE HEIGHT OF DOORS SHALL NOT BE LESS THAN 80". REFER TO SHEET G1.01 FOR EGRESS PLAN / OCCUPANT LOAD CALCULATIONS AND SHEET A2.02 FOR DOOR SCHEDULE.

ALL DRAPES, HANGINGS, CURTAINS, DROPS AND ALL OTHER DECORATIVE MATERIAL TO COMPLY WITH FIRE CODE SECTION 1103.3.3.

THE MAIN EXIT SHALL COMPLY WITH TITLE 24, SECTION 1007.2.1.



= 01 = MAIN LEVEL FLOOR PLAN

SCALE: ⅛" = 1'-0" NORTH

JVC ARCHITECTS

RJ55585 08/29/14

JVC ARCHITECTS
5385 CAMERON ST., STE 15
LAS VEGAS, NV 89118
PH 702.871.2416
WWW.JVCARCHITECTS.NET

JIM VAN COMPERNOLLE
ARCHITECT

WESTCARE
COMMUNITY TRIAGE CENTER
323 N. MARYLAND PARKWAY
LAS VEGAS, NV

☐ 1405-FH-CTC
☐ 07.23.14
☐

JIMES VAN COMPERNOLLE REGISTERED NO. 2439 ARCHITECT STATE OF NEVADA

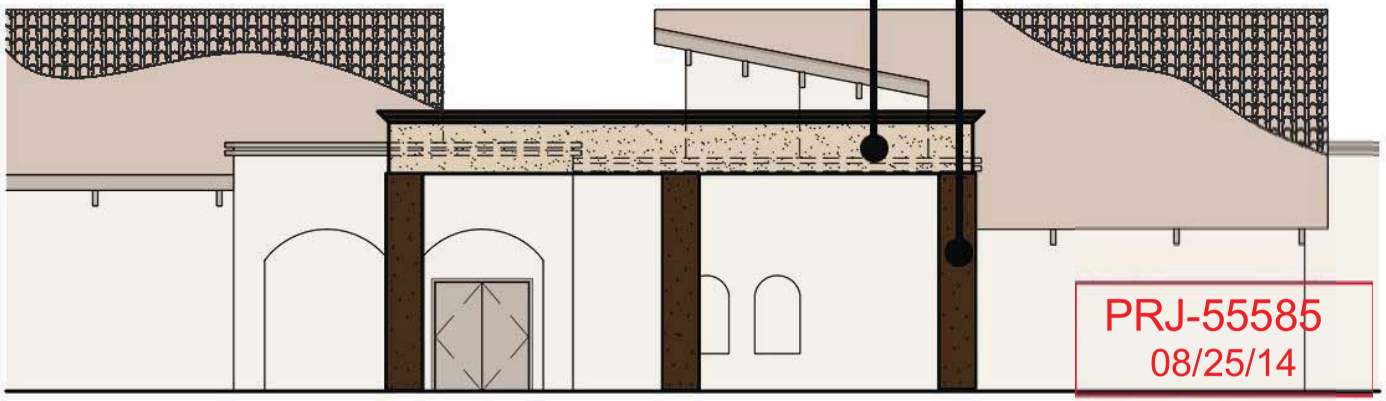
☐ FLOOR PLAN
☐ A1.01
☐ PERMIT SET



EXISTING BUILDING

PAINT TO MATCH EXISTING

PAINT TO MATCH EXISTING



PRJ-55585
08/25/14

PORTE COCHERE ELEVATION

VAR-55763 & SDR-55764

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5385 CAMERON ST., STE 15
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LAS VEGAS, NV

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☐ 07.26.14
☐

☐ FLOOR PLAN
☐ PRJ54156_MB001
☐ PERMIT SET



VAR-55763 [PRJ-55585] - VARIANCE RELATED TO SDR-55764 - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC.
323 NORTH MARYLAND PARKWAY

08/28/14



VAR-55763 [PRJ-55585] - VARIANCE RELATED TO SDR-55764 - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC.
323 NORTH MARYLAND PARKWAY

08/28/14



VAR-55763 [PRJ-55585] - VARIANCE RELATED TO SDR-55764 - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC.
323 NORTH MARYLAND PARKWAY

08/28/14



VAR-55763 [PRJ-55585] - VARIANCE RELATED TO SDR-55764 - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC.
323 NORTH MARYLAND PARKWAY

08/28/14

August 19, 2014

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, Nevada 89106

Re: Westcare CTC - Interior Renovation and Site Improvement
323 N. Maryland Parkway
Design Review Application

To Whom It May Concern,

This Site Development Review application consists of an existing 19,000 square foot single story interior renovation and site development project located at 323 N. Maryland Parkway. The building will consist of a Community Triage Center per the SUP-52715 approval as well as office space for the Westcare facility. The renovation includes a new covered entry for emergency drop-offs as well as new trash enclosure..

Due to the nature of the existing conditions, the Owner respectfully requests approval of non-standard conditions as described. The owner requests a variance of the required building setback to 0'-0" front setback for the proposed Porte Cochere (covered drop-off) where a 10'-0" building setback is required. The existing building is approximately 7'-0" from the property line and does not meet the 10'-0" setback requirement. The variance should also include trellis structures within the proposed courtyards as well as the courtyard walls that are proposed to align with the existing building exterior walls.

With this Site Development Review (SDR), the owner requests to expand the existing parking lot and other site improvements with waivers to allow 0'-0" perimeter landscape buffers, decorative wrought iron fence locations, as well as an exception for parking lot landscape requirements. The new site plan indicates a total of 58 parking spaces proposed, exceeding the approved 29 parking spaces approved per VAR-52719.

We respectfully request your approval of this project. Please contact our office should you have any questions or comments.

Thank you.

Sincerely,



Roy Burson, AIA

JVC Architects

VAR-55763 & SDR-55764

PRJ-55585
08/25/14

5385 CAMERON ST, STE 15, LAS VEGAS, NV 89118 | PH 702.871.3416
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NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
OCT 09 2014
City of Las Vegas
Dept. of Planning

SUBJECT: **VAR-55763 [PRJ-55585] - VARIANCE - PUBLIC HEARING - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC.**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***OCTOBER 14, 2014*** 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 ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@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 ***OCTOBER 13, 2014.***

Signature

10-09-2014
Date

MICHAEL O. LAVEN SAUD
Please Print Name

WESTCARE NEVADA INC.
Company Name

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 10/9/14 Item #11

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

RECEIVED
OCT 13 2014
City of Las Vegas
Dept. of Planning

SUBJECT: **VAR-55763 [PRJ-55585] - VARIANCE - PUBLIC HEARING - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC.**

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Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***OCTOBER 13, 2014.***

Michael O. Lavan — Signature

10-09-2014 — Date

MICHAEL O. LAVAN SR/JR — Please Print Name

WESTCARE NEVADA INC. — Company Name

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 10/13/14 Item #11

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-55764 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-55763 - PUBLIC HEARING - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC. - For possible action on a request for a Site Development Plan Review TO EXPAND THE PARKING LOT AND ADD A PORTE COCHERE WITH WAIVERS TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER WIDTH WHERE 15 FEET IS REQUIRED ADJACENT TO RIGHTS-OF-WAY AND TO ALLOW A ZERO-FOOT WIDTH ADJACENT TO INTERIOR LOT LINES at 323 North Maryland Parkway (APNs 139-35-211-071, 072, 093 and 139-35-299-058), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55585]. 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. Consolidated Backup
2. Supporting Documentation
3. Backup Referenced from the October 14, 2014 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-55764 APN: 139-35-211-071, 072, 093 & 139-25-299-058

Name of Property Owner: FitzHouse Enterprises, Inc.

Name of Applicant: WestCare Nevada, Inc.

Name of Representative: Michael O. Lavin

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Michael O. Lavin

Subscribed and sworn before me

This 21st day of August, 2014

Chris Upton

Notary Public in and for said County and State

CHRIS UPTON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 9-22-14
Certificate No: 94-0758-1

PRJ-55585
08/25/14

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

RECEIVED
OCT 09 2014
City of Las Vegas
Dept. of Planning

SUBJECT: **SDR-55764 [PRJ-55585] - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-55763 - PUBLIC HEARING - APPLICANT: WESTCARE NEVADA, INC. - OWNER: FITZHOUSE ENTERPRISES INC.**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***OCTOBER 14, 2014*** 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 ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@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 ***OCTOBER 13, 2014.***

Michael O. Lavin — 10-09-2014

Signature — Date

MICHAEL O. LAVIN SROP

Please Print Name

WESTCARE NEVADA INC.

Company Name

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 10/9/14 Item # 12

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

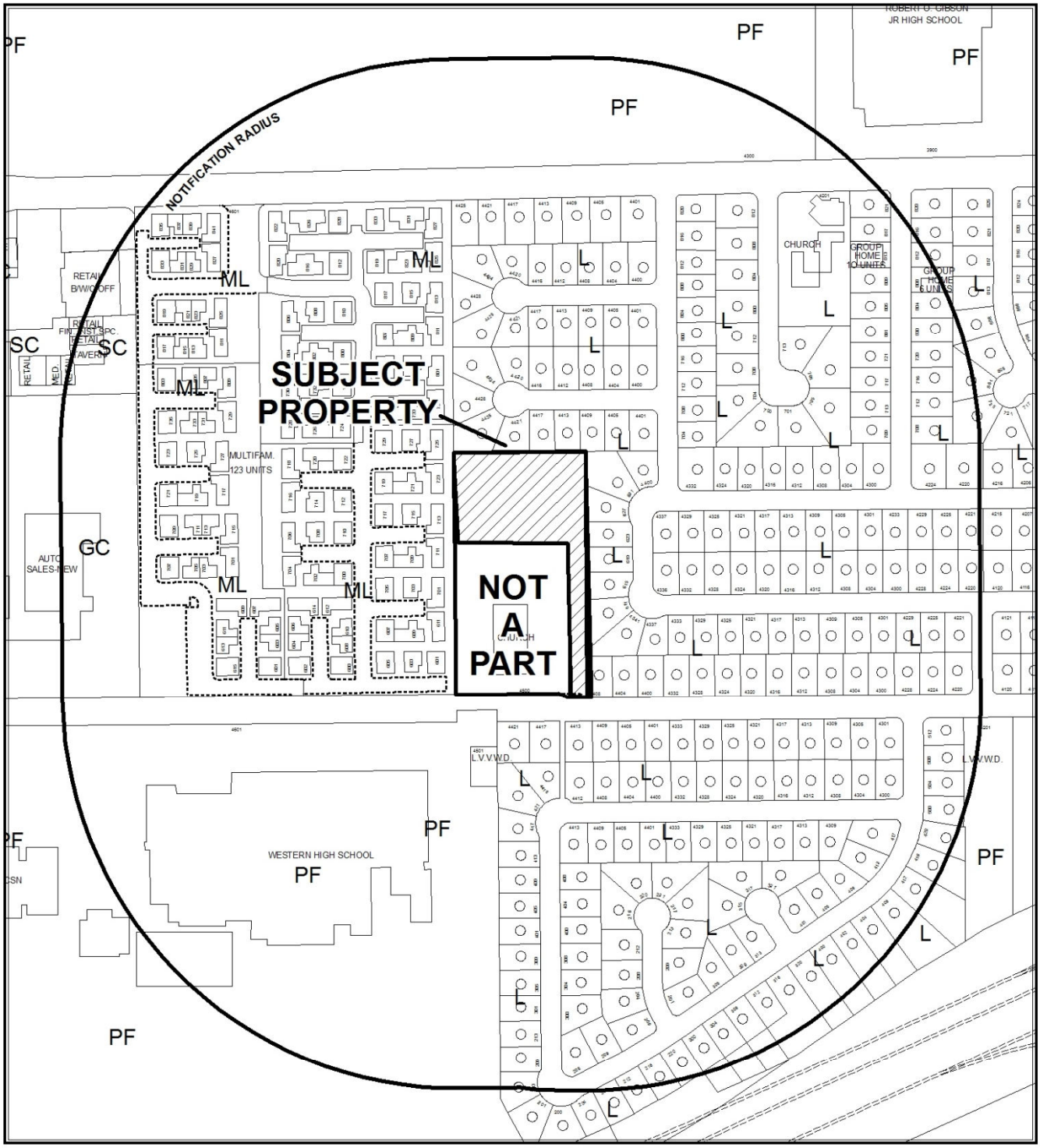
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-55775 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP - For possible action on a request for a General Plan Amendment FROM: PF (PUBLIC FACILITIES) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 2.19 acres located on the north side of Bonanza Road 1,540 feet east of Decatur Boulevard (APN 139-30-306-003), Ward 5 (Barlow) [PRJ-54464]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**19**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-55775, ZON-55777 and SDR-55779 [PRJ-54464]
3. Supporting Documentation - GPA-55775, ZON-55777 and SDR-55779 [PRJ-54464]
4. Photos - GPA-55775, ZON-55777 and SDR-55779 [PRJ-54464]
5. Justification Letter - GPA-55775, ZON-55777 and SDR-55779 [PRJ-54464]
6. Backup Referenced from the October 14, 2014 Planning Commission Meeting



0 200 400 Feet

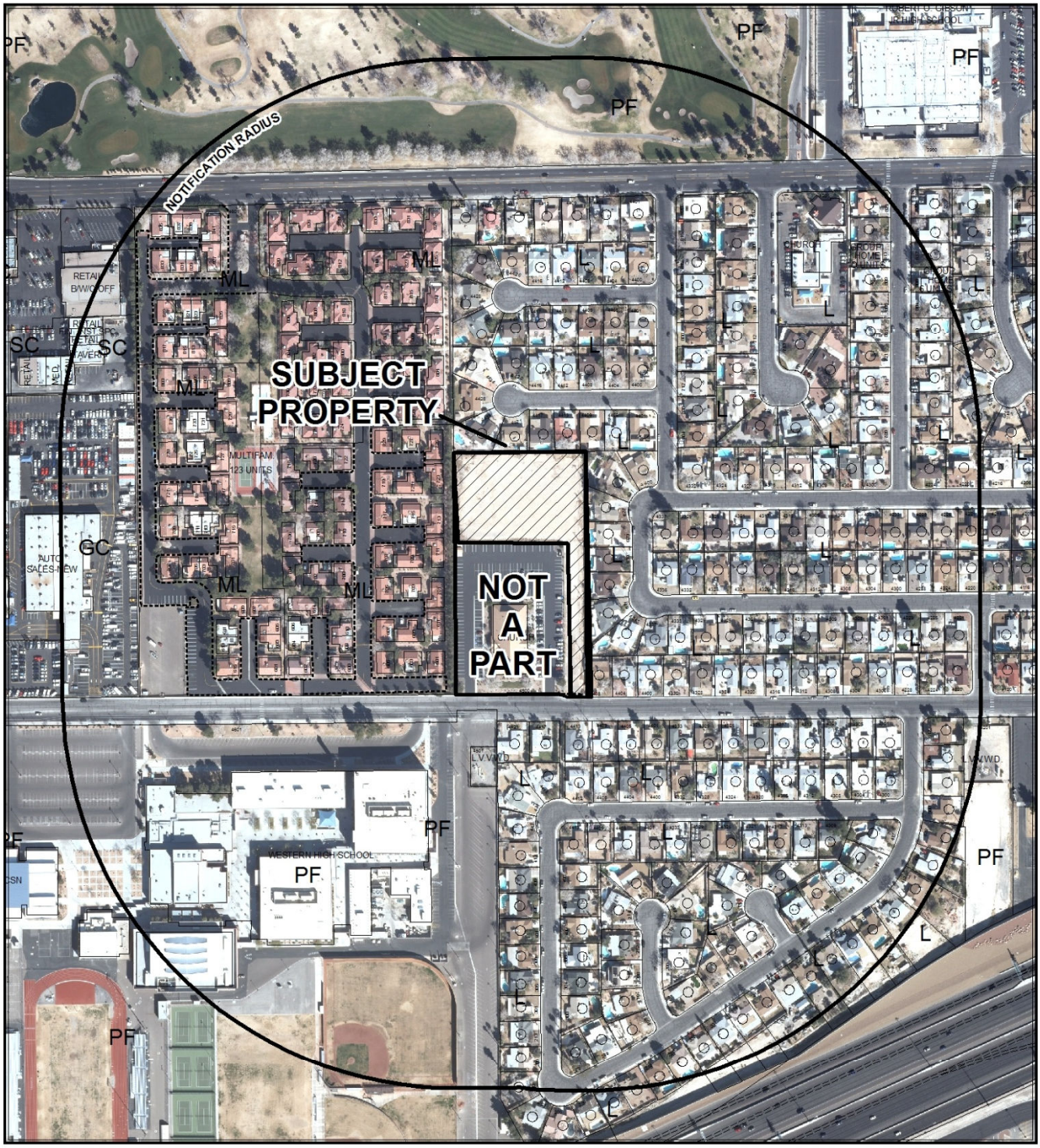
CASE: **GPA-55775 (PRJ-54464)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY RESIDENTIAL - UP TO 8.49 DU/AC)

N



0 200 400 Feet

CASE: **GPA-55775 (PRJ-54464)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY RESIDENTIAL - UP TO 8.49 DU/AC)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-55775	Staff recommends APPROVAL.	
ZON-55777	Staff recommends APPROVAL.	GPA-55775
SDR-55779	Staff recommends APPROVAL, subject to conditions:	GPA-55775 ZON-55777

** CONDITIONS **

SDR-55779 CONDITIONS

Planning

1. Approval of General Plan Amendment (GPA-55775) and Rezoning (ZON-55777) 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 building elevations date stamped 8/25/14, landscape and site plans date stamped 10/29/14, except as amended by conditions herein.

4. A Waiver from Title 19.06.110 is hereby approved, to allow a zero-foot wide perimeter landscape buffer along a portion of the west perimeter, where a minimum of six feet is required.

5. An Exception from Title 19.08.110 is hereby approved, to allow 11 parking lot landscape trees, where a minimum of 18 is required.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

YK

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. The minimum distance between buildings shall be 10 feet.

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. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Prior to the submittal of any construction drawings, meet with the Sanitary Sewer Section of the Department of Public Works to coordinate sewer connection to this site.

14. 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.

15. Vehicles backing out onto Bonanza Road shall be prohibited.

16. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the

City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting entitlements for a 36-unit condominium project on a "flag" shaped lot currently zoned R-1 (Single Family Residential). This project requires a General Plan Amendment, Rezoning and Site Development Plan Review applications. The design layout meets most code requirements. However, a Waiver is needed to allow a zero-foot wide perimeter landscape buffer along a portion of the west perimeter and an Exception for a reduced number of parking lot landscape trees. Both of these requests are reasonable given the unique space of the lot. The project density will be an appropriate transition between the church to the south and the single-family residential neighborhoods to the east and north. Staff recommends approval for all three applications. In denied, no multi-family units would be permitted.

ISSUES

- A General Plan Amendment from PF (Public Facilities) to ML (Medium Low Density Residential) is required. Staff supports this request.
- A Rezoning from R-1 (Low Density Residential) to R-3 (Medium Density Residential). Staff supports this request.
- A Waiver from Title 19.06.110 is needed, to allow a zero-foot wide perimeter landscape buffer along a portion of the west perimeter, where a minimum of six feet is required. Staff supports this request.
- An Exception from Title 19.08.110 is needed, to allow 11 parking lot landscape trees, where a minimum of 18 is required. Staff supports this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/24/73	The Board of Commissioners approved a Rezoning (Z-0083-73) from R-E (Residence Estates) to R-1 (Single Family Residential) on the north side of Bonanza Road 1,540 east of Decatur Boulevard as part of a larger application.
10/14/14	The Planning Commission unanimously recommends DENIAL of a request for a General Plan Amendment (GPA-55775) FROM: PF (Public Facilities) TO: ML (Medium-Low Density Residential), a Rezoning (ZON-55777) FROM: R-1 (Low Density Residential) TO: R-3 (Medium Density Residential) and a Site Development Plan Review (SDR-55779) for a proposed 39-unit multi-family residential development with a waiver to allow a zero-foot perimeter landscape buffer along a portion of the west perimeter where a minimum of six feet is required on 2.19 acres located on the north side of Bonanza Road 1,540 feet east of Decatur Boulevard.

Most Recent Change of Ownership	
08/11/61	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No permits or licenses on file for this site.

Pre-Application Meeting	
06/05/14	Staff met with the applicant and reviewed the project. It was determined that a GPA, ZON and SDR applications would be required. It was also noted that a Waiver for perimeter landscape buffer(s) would be required.

Neighborhood Meeting	
09/15/14	Meeting Start Time: 6:00 Meeting End Time: 7:00 <u>Attendance</u> Public: 30 Applicant: Owner and representative Staff: 2 Planning and 1 - Ward 5 Special Assistant Ward 5 Councilman in attendance. Construct 39 condos, 1,050 square feet with 2 bedrooms/2 baths, swimming pool, trash enclosure 50' from existing residential, meets parking requirements. Landscape will meet City requirements except where adjacent to church parking. Questions: • Residents worry about crime – housing is protected from street. No reason to believe crime will be attracted to this new development • Is there a security gate? - No • Can it be age restricted? – No • 100% of meeting attendees are opposed • Will it be Section 8? – No • Neighbors have petitions • Neighbors have concerns there is no play area for kids, and also don't want kids to live there • Will mortgages be sub-prime, government funded, Sec. 8? – No, conventional loans • Why buy flag lot? – Church wants to sell • Will the traffic impact of additional units be a problem during school? – City says traffic study findings are ok

Field Check	
08/28/14	Staff visited the site and found an undeveloped parcel of land. Most of the parcel was fenced by adjacent development. This is a flag lot. There were some large weeds on the property.

Details of Application Request	
Site Area	
Net Acres	2.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	PF (Public Facilities)	R-1 (Single Family Residential)
North	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Church	PF (Public Facilities)	R-1 (Single Family Residential)
	Single-Family, Detached	L (Low Density Residential)	
East	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Multi-Family, Attached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development - 8 Units per Acre)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (105 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 19.06.110, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	95,396 SF	Y
Min. Setbacks			
• Front	10 Feet	395 Feet	Y
• Side	5 Feet	5 Feet	Y
• Corner	5 Feet	N/A	N/A
• Rear	20 Feet	58 Feet	Y
Min. Distance Between Buildings	10 Feet	10 Feet	Y
Max. Building Height	55 Feet	28 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	84 Feet	90 Feet	Y
Trash Enclosure	50 Feet	58 Feet	Y

Existing Zoning	*Permitted Density*	*Units Allowed*
R-1	5.49 Units per Acre	12
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-3	Up to 50 Units per Acre	110
General Plan	***Permitted Density***	***Units Allowed***
ML	8.49 Units per Acre	39

Pursuant to Title 19.06 the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	16 Trees	16 Trees	Y
• South	1 Tree / 20 Linear Feet	14 Trees	14 Trees	Y
• East	1 Tree / 20 Linear Feet	32 Trees	12 Trees	N
• West	1 Tree / 20 Linear Feet	32 Trees	23 Trees	N

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
TOTAL PERIMETER TREES		**95 Trees**	**65 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	18 Trees	11 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	6 Feet		6 Feet	Y
• South	5 Feet		5 Feet	Y
• East	6 Feet		6 Feet	Y
• West	5 Feet		0 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential		6 Feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Bonanza Road	N/A	N/A	70	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	
Multi-Family, Attached	36, 2-Bedroom Units	1.75 per Unit	63				
Guest	36	1 per every 6 Units	6				
TOTAL SPACES REQUIRED			69		76		Y
Regular and Handicap Spaces Required			65	4	70	6	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
To provide a six-foot wide landscape buffer along all interior lot lines.	To provide a zero-foot wide landscape buffer along a portion of the west perimeter along the driveway.	Approval

YK

Exceptions		
Requirement	***Request***	***Staff Recommendation***
To provide 18 parking lot landscape trees.	To provide 11 parking lot landscape trees	Approval

ANALYSIS

Since the Planning Commission hearing on October 14, 2014, the applicant has revised the site plan. The revisions included reducing the number of residential units by three, which resulted in the two, two-story buildings on the east portion of the project to go down to single-story. This will reduce the visual impact the project will have on the single-family residential neighborhood to the north and east, as well as reduced the overall required number of parking spaces needed. The applicant adjusted the proposed parking spaces along the drive aisle to code requirements, which reduced the number of spaces from 20 to 16. This was offset by the corresponding reduction in the number of units.

The applicant is now proposing to develop a vacant parcel into a 36-unit condominium complex. The parcel is the remnant portion of a five-acre lot that was created when the church was constructed. The result was a flag-shaped lot. The lot is adjacent to a high density residential development to the west, a church to the south and single-family residential neighborhoods to the east and north. The proposed multi-family project will provide an appropriate transition between the higher density project on the west and the church on the south with the single-family neighborhoods. The project is designed to meet the residential adjacency standards with the two-story units being on the south portion of the parcel, adjacent to the church.

The General Plan Amendment is needed as the parcel has a PF (Public Facilities) designation that was assigned to the property when the church acquired it. Once the original parcel was subdivided, the designation remained. Staff supports the request to change the designation to ML (Medium-Low Density Residential) to allow for a residential development. The designation is appropriate for the area.

The request to rezone the parcel from R-1 (Single Family Residential) to R-3 (Medium Density Residential) is appropriate for the site. This designation, if approved, will allow for a transitional development to buffer the higher intensity land uses on the west and south with the lower intensity residential uses on the east and north.

The projects' ingress and egress is via a long driveway off of Bonanza Road. The applicant has designed the project to protect the single-family neighborhood to the east by installing additional trees and landscaping along the perimeter. These additional trees will also provide shade for pedestrians as they walk in and out of the complex along the adjacent sidewalk. Parking for guests is provided adjacent to the sidewalk along the driveway.

A Waiver is required to allow no perimeter landscape buffer along the driveway and the church parcel to the west. This Waiver is supported by staff due to the unique shape of the lot and the fact that the developer has designed the project for maximum protection of the residential neighborhood to the east. The church is providing landscape along their side of the property line and thus the overall landscape aesthetic of both projects will be seamless. The approval of this Waiver will result in the lack of 30 landscape buffer trees.

An Exception of the parking lot landscaping is also required in order to allow for the required number of parking spaces. The Exception is to allow for a reduced number of required parking lot trees and landscaped islands. Staff supports this request since additional trees are provided around the foundations of the buildings and along the east perimeter landscape buffer. Again, the unique shape of the parcel makes maximizing the development of the site problematic without the Exception and Waiver requests.

The elevations of the buildings are similar to many multi-family developments in the City, with the use of stucco and tile roofs. The color pallet consists of tan and brown earth tones. A clear residential aesthetic will be provided with the development.

This project supports the City of Las Vegas 2020 Master Plan Neighborhood Revitalization Objective 2.2: To ensure that low density residential land uses within mature neighborhoods can exist in close proximity to higher density residential, mixed-use, or non-residential land uses by mitigating adverse impacts where feasible; via Policy 2.2.1: That any higher density or mixed-use redevelopment which is adjacent to lower density residential development incorporate appropriate design, transition, or buffering elements which will mitigate adverse visual, audible, aesthetic and traffic impacts. The additional landscape buffer trees and overall design of the project meet this City goal.

FINDINGS (GPA-55775)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The density and intensity of the proposed ML (Medium Low Density Residential) General Plan Amendment is compatible with the existing adjacent land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

The zoning designation allowed by the proposed amendment is compatible with the existing adjacent land uses and zoning districts of the adjacent lots.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are existing transportation, recreation, utility and other facilities that are adequate to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed amendment conforms to all adopted City of Las Vegas plans and policies for the area.

FINDINGS (ZON-55777)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed R-3 (Medium Density Residential) zoning district conforms to the proposed ML (Medium Low Density Residential) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The residential use allowed on the subject property by approving this rezoning is compatible with the surrounding residential land uses.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The City has seen a marked increase in the number of residential use permits being pulled, which is evidence of an increase in demand for residential properties.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

The subject site is accessed by a 70-foot local street, which is adequate to meet the requirements of the proposed zoning district.

FINDINGS (SDR-55779)

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 condominium development is compatible with church to the south, the condominiums to the west, and the single-family homes to the east and north.

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 is consistent with the proposed General Plan designation of ML (Medium Low Density Residential) and is a permissible use within the proposed R-3 (Medium Density Residential) zoning district.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed via one proposed driveway onto Bonanza Road, a 70-foot wide local street, which in turn accesses Decatur Boulevard, a designated as 100-foot wide Primary Arterial Street by the Master Plan of Streets and Highways. These roadways will provide adequate access to the site and will not negatively impact adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials are appropriate for the area and for the City. The landscape materials are drought-tolerant and typical of that found throughout the Las Vegas Valley.

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 depict design and materials that will provide an aesthetically pleasing building and are compatible with the neighboring single-family and multi-family development.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

The proposed development 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 20

NOTICES MAILED 376 [GPA-55775 & ZON-55777] (By City Clerk)
376 [SDR-55779] (By City Clerk)

APPROVALS 0 [GPA-55775 & ZON-55777]
0 [SDR-55779]

PROTESTS 19 [GPA-55775 & ZON-55777]
19 [SDR-55779]

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

GPA-55775

Case Number: PRJ 54464 APN: 139-30-306-003

Name of Property Owner: Corp. of Presiding Bishop

Name of Applicant: Indigo Development

Name of Representative: Mark Bennett

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: _____

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Signature of Property Owner: JD Terry F Rudd AUTHORIZED AGENT

Print Name: Terry F. Rudd

Subscribed and sworn before me

This 22nd day of August, 2014

Cindy Growcock

Notary Public in and for said County and State

CINDY GROWCOCK
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/04/2016
Commission # 651473

PRJ-54464
08/26/14

CLV Planning - Application Form

Application Number:	PRJ-54464
Application/Petition For:	GPA, ZON, VAR, VAR, SDR for a 39-unit condo complex
ProjectAddress (Location):	4500 WEST BONANZA ROAD
Project Name	INDIGO DEVELOPMENT
Assessors Parcel #(s):	13930306002, 13930306003
Ward #:	WARD 5 (RICKI Y. BARLOW)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	PF
Zoning District: Proposed:	R-3 - Medium Density Residential
Gross Acres:	2.14
Lots/Units:	39
Additional Information:	Above is for the property we are proposing to develop. The church property adjacent to the subject property is also part of this application for zone change.
Applicant First Name:	MARK
Applicant Last Name:	BENNETT
Applicant Address:	10341 FORUM HILLS PLACE
Applicant City:	LAS VEGAS
Applicant State:	NV
Applicant Zip:	89144
Applicant Phone:	702-580-4424
Applicant Fax:	
Applicant Email:	mrbbenecon@aol.com
Rep First Name:	DAVID
Rep Last Name:	DWYER
Rep Address:	7310 SMOKE RANCH ROAD; SUITE E
Rep City:	LAS VEGAS
Rep State:	NV
Rep Zip:	89128
Rep Phone:	702-254-2200
Rep Fax:	702-254-2236
Rep Email:	dwyereng@lvcoxmail.com

GPA-55775, ZON-55777 & SDR-55779

CLV Planning - Application Form

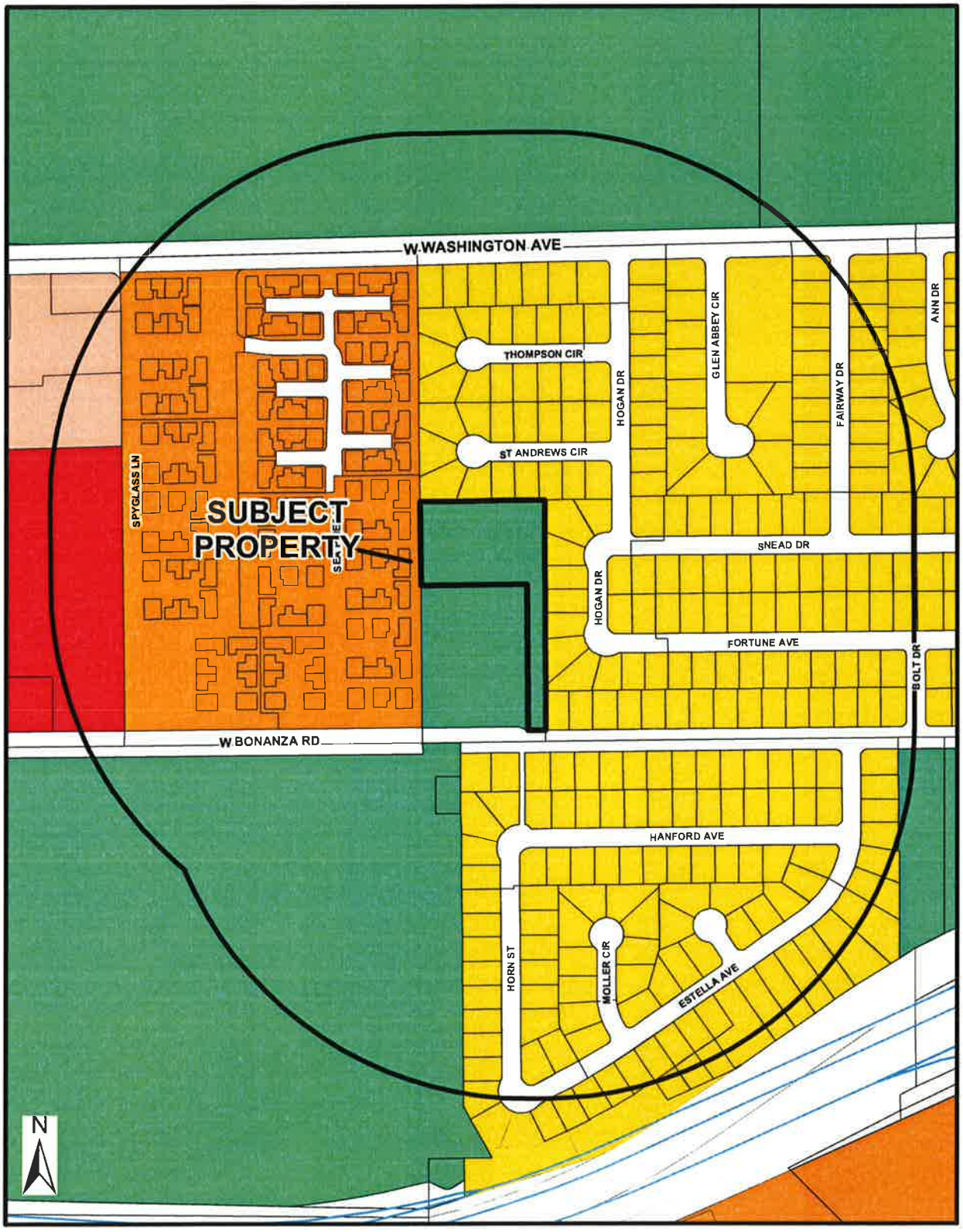
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application 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. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2
CHURCH L D S PRESIDING BISHOP	50 E NORTH TEMPLE ST 22ND FLR	SALT LAKE CITY, UT 84150-0022

CLVEPLAN Applicant	Company	Title	Email
DAVID DWYER	DWYER ENGINEERING INC	CIVIL ENGINEER - PRINCIPAL	dwyereng@lvcoxmail.com

GPA-55775, ZON-55777 & SDR-55779

GPA-55775



General Plan Amendment

- RNP - Rural Neighborhood Preservation
- RE - Rural Estates
- DR - Desert Rural
- R - Rural
- L - Low
- ML - Medium - Low
- MLA - Medium - Low Attached
- M - Medium
- H - High
- O - Office
- SC - Service Commercial
- GC - General Commercial
- GTC - Tourist Commercial
- LVMD - Las Vegas Medical District
- LI/R - Light Industrial / Research
- PCD - Planned Community Development
- PR-OS - Park/Recreation/ Open Space
- PF - Public Facility
- PF - Public Facility - Clark County
- TC - Town Center
- RC - Resource Conservation
- C - Downtown - Commercial
- MXU - Downtown - Mixed Use
- TND - Tradional Neighborhood Development

PRJ-54464
10/07/14

FROM PF TO ML

GPA-55775

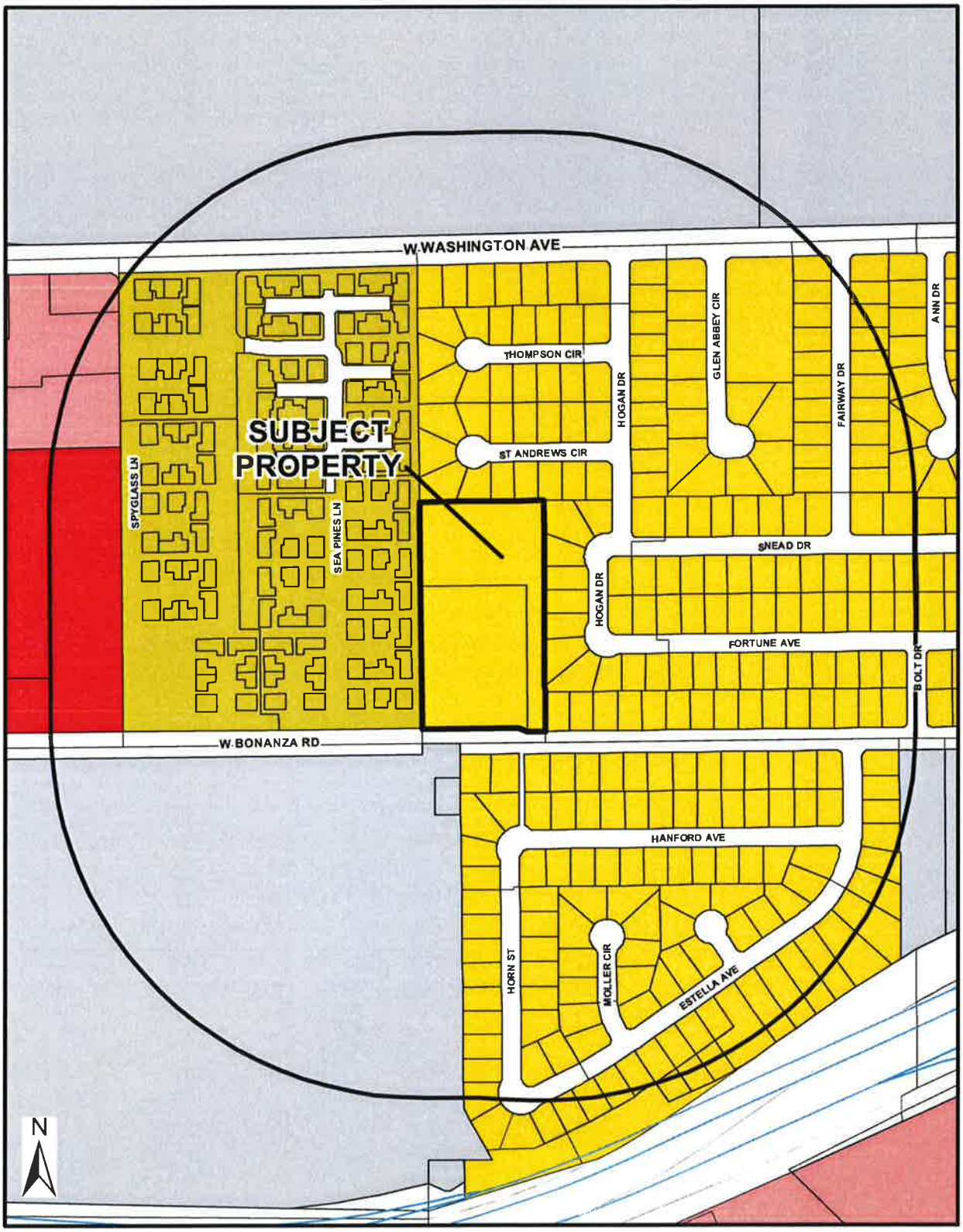
- Subject Property
- 1000ft Buffer
- City Limits

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, August 28, 2014

Submitted after final agenda

Date 10/14/14 Item 24-25

ZON-55777



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- R-MU - Commercial/Residential
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

PRJ-54464
10/07/14

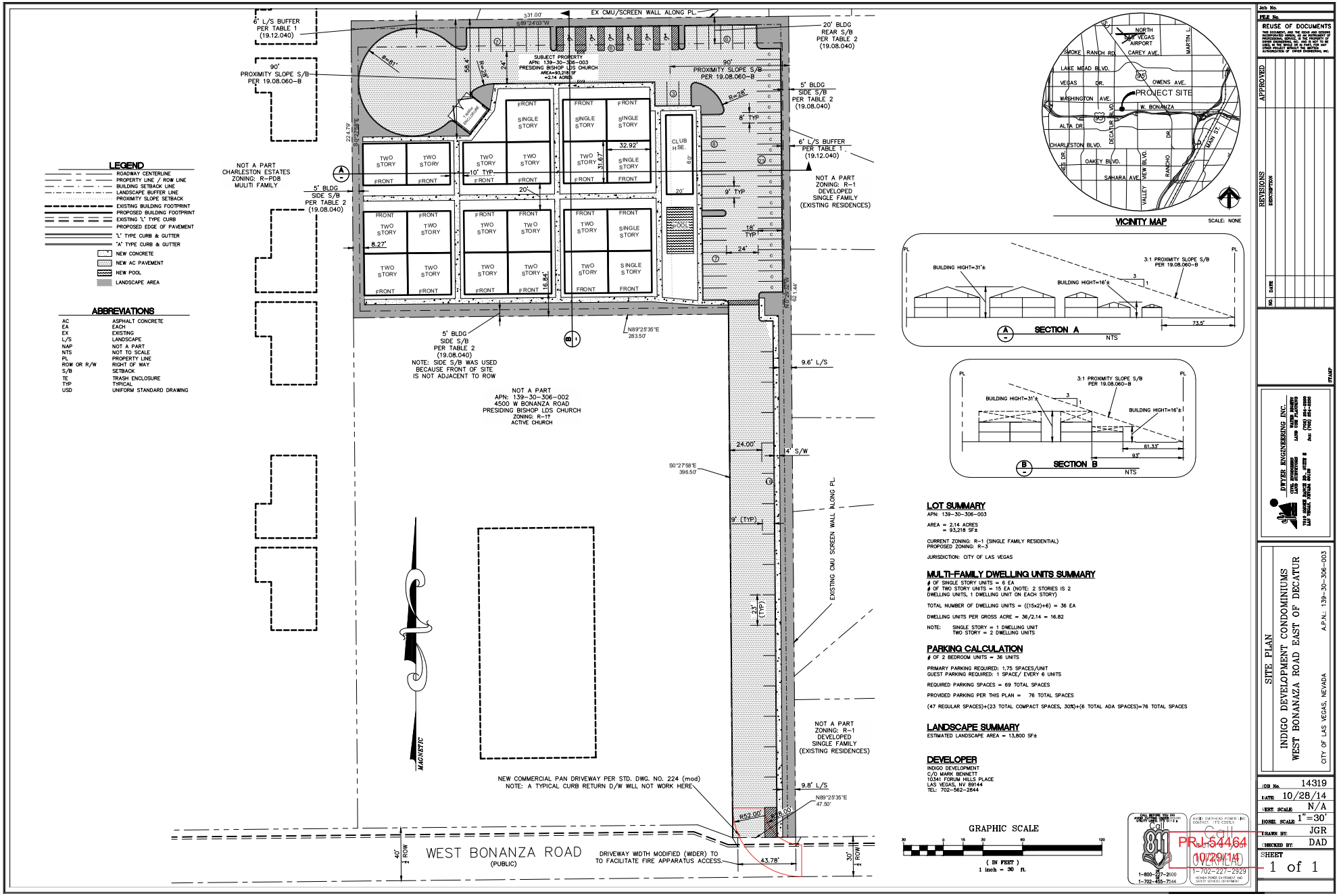
FROM R-1 TO R-3 & C-V

ZON-55777

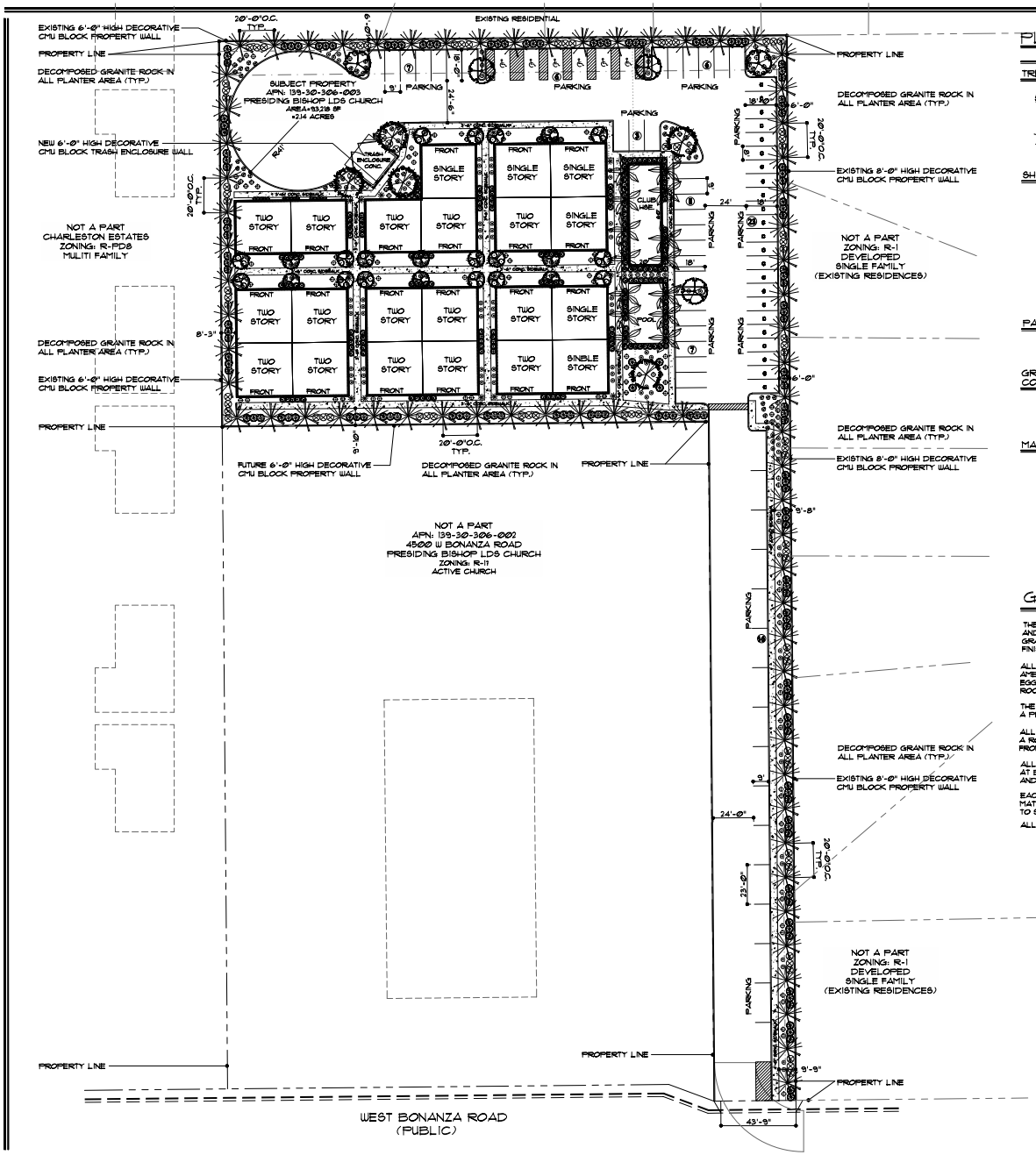
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Geographic Information By Item
Planning & Development Dept.
702 229-6301

Date: Thursday, August 28, 2014



GPA-55775, ZON-55777 & SDR-55779 REVISED



PLANT SCHEDULE

SYM.	QTY.	SIZE	SCIENTIFIC NAME	COMMON NAME	M.H.X.M.S.	F.C.
TREES						
	5	24" Box	Acacia stenophylla	Shoestring acacia (Standard)	20ft x 15ft	None
	23	24" Box	Ligustrum lucidium	Glossy privet (Standard)	15ft x 15ft	None
	71	24" Box	Pinus elderica	Mondel pine (Standard)	50ft x 20ft	None
	5	24" Box	Prosopis chilensis	Chilean mesquite (Multi-trunk)	30ft x 30ft	None
SHRUBS						
	147	5 Gal	Cassia artemisioides	Feathery cassia	3-6ft x 4-6ft	Yellow
	101	5 Gal	Dasylirion wheeleri	Desert spoon	2-4 ft x 3-6ft	None
	23	5 Gal	Dietes bicolor	Fortnight lily/Green iris	4ft x 2ft	Yellow
	122	5 Gal	Hesperaloe parviflora	Red yucca	2-3ft x 4ft	Red
	82	5 Gal	Leucophyllum frutescens	Green texas ranger	6 ft x 6ft	Mag.
	194	5 Gal	Ligustrum japonica	Glossy/waxleaf privet	5 ft x 2ft	White
	32	5 Gal	Pittosporum tobira 'Dwarf'	Dwarf mock orange	1-2 ft x 2-3ft	None
PALMS						
	14	24" Box	Washingtonia robusta	Mexican fan palms (Skinned)	60ft x 15ft	None
GROUND COVERS						
	194	5 Gal	Gazina rigens	Trailing gazania	2ft x 2-3 sp.	or./wht.
	68	5 Gal	Lantana sp.	New gold lantana	2-3ft x 3ft sp.	Gold
MATERIALS						
	21,406 SF.		DECOMPOSED GRANITE IN ALL PLANTER AREAS 2" DEPTH(TYP.) COLOR: 5/8" SCREENED MOJAVE GOLD OR EQUAL			

ALL TREES WITHIN 5'-Ø" OF ALL WALLS AND SIDEWALKS TO HAVE ROOT-BARRIERS BETWEEN (TYP.)

ALLOW ALL FLOWERING PLANT MATERIAL AT LEAST ONE FULL GROWING SEASON TO ESTABLISH THERE ROOT SYSTEMS BEFORE FLOWERS WILL APPEAR.(TYP.)

ALL PLANT SELECTIONS ARE ON THE APPROVED PLANT LIST FROM THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST

CONTRACTOR TO FIELD VERIFY ALL PLANT QUANTITIES AND MATERIAL AMOUNTS PRIOR TO INSTALLATION.

GENERAL PLANTING NOTES

THE OWNER SHALL BE RESPONSIBLE FOR ROUGH GRADES SURROUNDING ALL BUILDINGS, WALKS AND SITE AMENITY AREAS. THE LANDSCAPE CONTRACTOR SHALL PROVIDE FINISH GRADING IN PLANTING AREAS TO INSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. FINISH GRADE FOR ALL PLANTING AREAS SHALL BE 1-1/2" BELOW ADJACENT PAVING.

ALL PLANT MATERIALS SHALL CONFORM TO NURSERY STANDARDS ACCORDING TO AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL BE FREE FORM PESTS, EGGS, DISEASES, AND BE REPRESENTATIVE OF SPECIES IN SIZE, QUALITY, FORM, COLORANT ROOT BOUND, DAMAGED OR SUBSTANDARD IN ANY WAY.

THE LANDSCAPE CONTRACTOR IS TO SPRAY ALL DECOMPOSED GRANITE AREAS WITH A PRE-EMERGENT 'SURFLAN' OR EQUAL, APPLY PER MANUFACTURES SPECS.

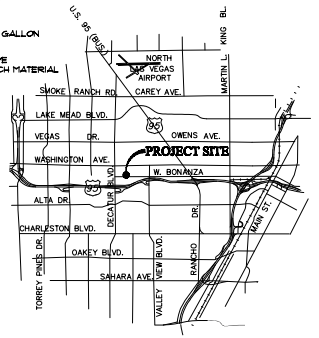
ALL PALMS WITHIN 5'-Ø" OF A SIDEWALK, WALKWAY, OR PAVEMENT SHALL HAVE A ROOT SHIELD/BARRIER DESIGNED TO DIRECT ROOT GROWTH DOWNWARD AND AWAY FROM ALL THESE ELEMENTS, AS REQUIRED BY CODE.

ALL SHRUBS AND PALMS TO HAVE A SLOW RELEASE FERTILIZER TABLET AT BOTTOM OF ROOT BALL WHEN PLANTED. USE 1 TABLET FOR ALL SHRUBS 1-5 GALLON AND USE 2 TABLETS FOR ALL PALMS 24" BOX.

EACH PALM AND SHRUB SHALL BE PLANTED WITH A MIN. MIXTURE OF 30% NATIVE MATERIAL AND 70% AMENDED BACKFILL MIXTURE. AFTER PLANTING WATER EACH MATERIAL TO SETTLE BACKFILL AS NEEDED.

ALL PLANT MATERIAL TO BE ON DRIP IRRIGATION

VICINITY MAP



N.T.S.

NOTE:

THESE DRAWINGS ARE SCHEMATIC AND NEED TO BE FIELD VERIFIED PRIOR TO INSTALLATION. ALL NEWLY GRADED AREAS ARE TO HAVE PROPER DRAINAGE AS REQUIRED BY CODE.

MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AND FOLLOW EXISTING DRAINAGE PATTERNS SEE CIVIL PLAN FOR DRAINAGE PATTERN

Call before you Dig 811 or 1-800-227-2600 Underground Service Alert 1-702-455-7511 1-702-385-6811 1-702-455-7540

PRJ-54464
10/29/14

REVISIONS:

NORTH:

LICENSURE:

PLAN: LANDSCAPE PLAN

INDIGO DEVELOPMENT
WEST BONANZA ROAD EAST OF DECATUR
LAS VEGAS, NV

ALL RIGHTS RESERVED BY S2 DESIGN STUDIO, LLC ALL OTHERS USED BY WRITTEN PERMISSION ONLY. THESE DRAWINGS ARE COPYRIGHTED IN NATURE AND SHALL BE FIELD REVISED TO EXISTING CONDITIONS.

S2 DESIGN STUDIO, LLC
PROFESSIONAL LANDSCAPE DESIGN
• TEL (702) 838-7725 • FAX (702) 458-8005 •
• 4975 S. ALTO BLVD. LAS VEGAS, NV 89115 •
• WWW.S2DESIGNSTUDIO.COM •

REVIEWED BY: HS
DRAWN BY: TS
DATE: 10/29/14
SCALE: 1" = 30'-Ø"
SHEET NUMBER: L-1.0

GPA-55775, ZON-55777 & SDR-55779 REVISED



GPA-55775, ZON-55777 & SDR-55779



GPA-55775, ZON-55777 & SDR-55779



GPA-55775, ZON-55777 & SDR-55779

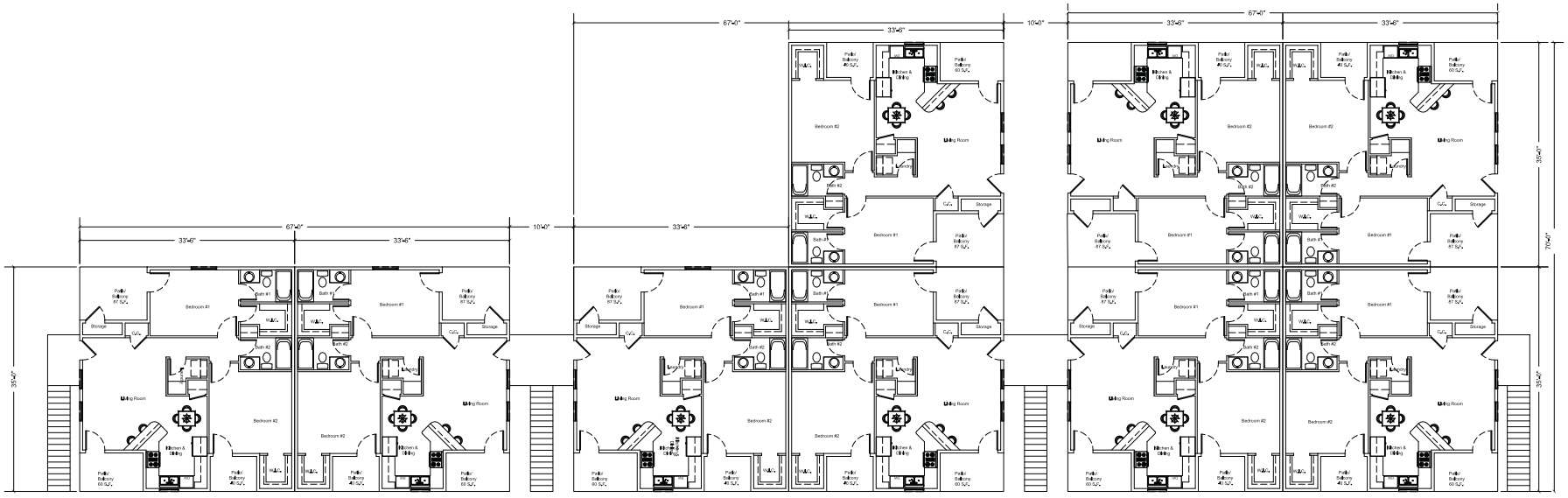

PRJ-54464
08/25/14
GPA-55775, ZON-55777 & SDR-55779

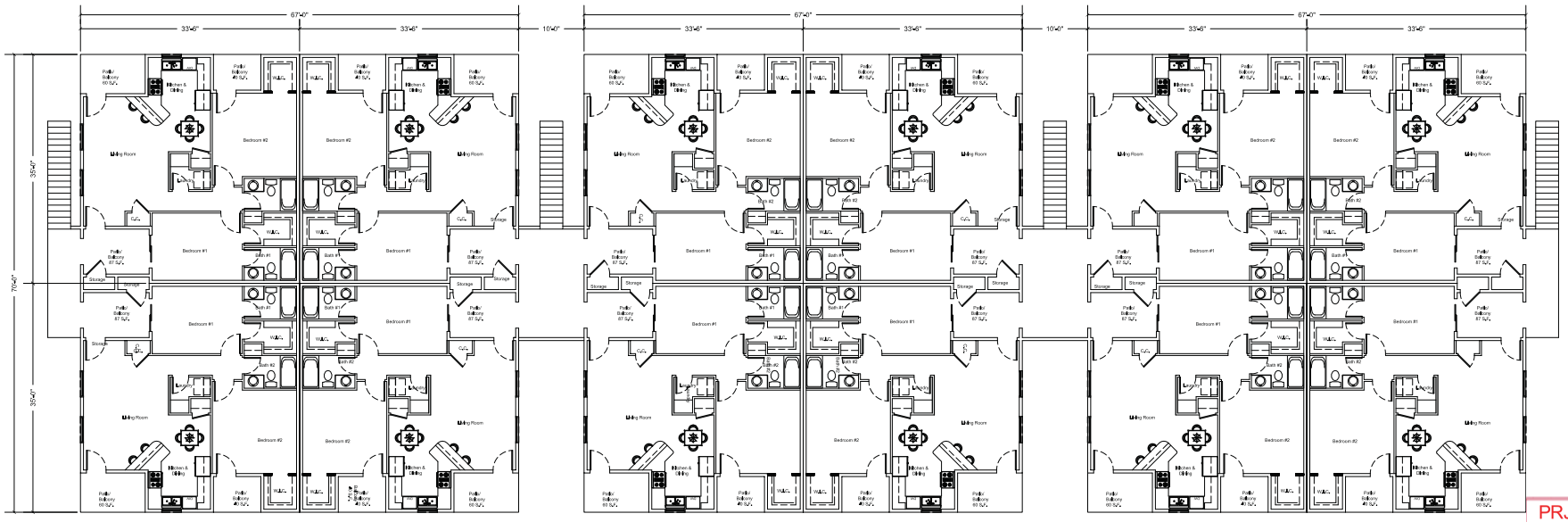


GPA-55775, ZON-55777 & SDR-55779



GPA-55775, ZON-55777 & SDR-55779





1ST FLOOR PLAN - ALL BLDGS.
SCALE: 1/8"=1'-0"

NORTH

PRJ-54464
08/25/14

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada. 89119
Telephone (702) 263-2575
Fax (702) 361-2502
A Professional Corporation

SEAL

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A PROFESSIONAL CORPORATION

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PROJECT NAME:
FLOOR PLANS
MONTAGE CONDOMINIUM COMPLEX
LAS VEGAS, NEVADA

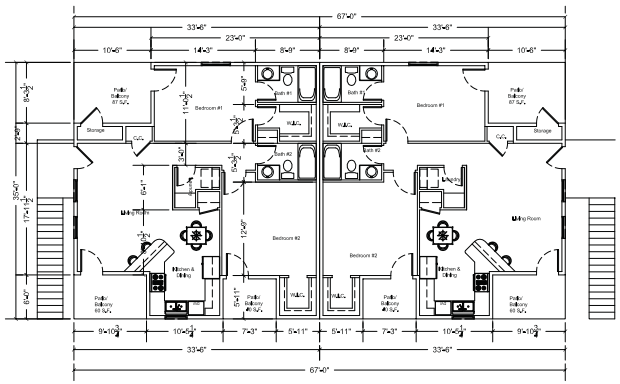
CLIENT:
MR. MARK BENNETT
LAS VEGAS, NV 89144

PROJECT NO.:	DATE:
204-05-15-PLEX	8.20.2014
DRAWN BY: ST	CHECKED BY: SR

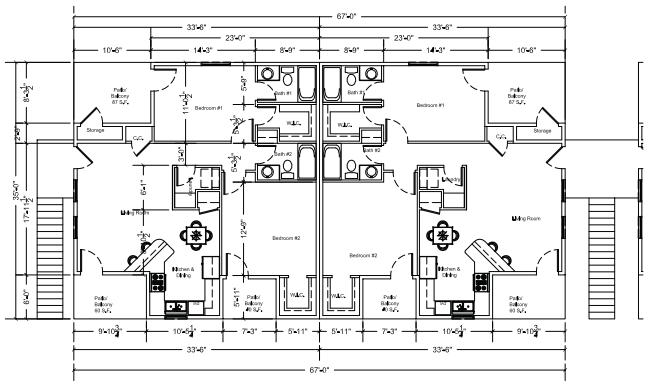
NO.	DATE:	DESCRIPTION

DRAWING NO.:
A2.0

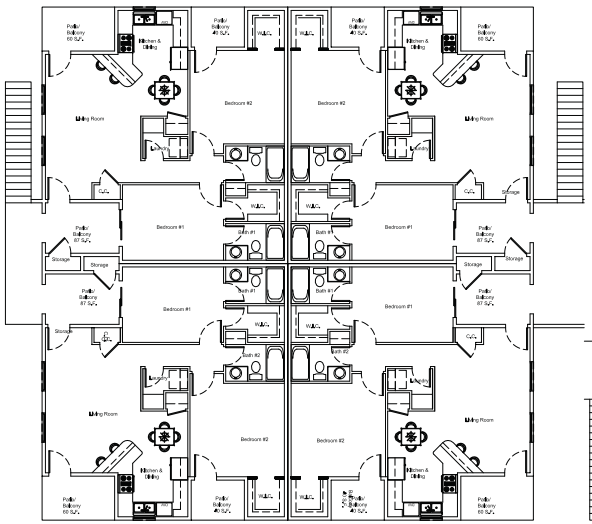
GPA-55775, ZON-55777 & SDR-55779



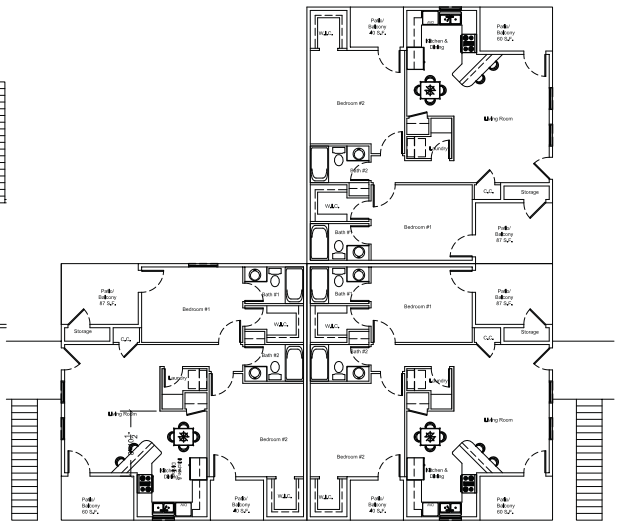
1ST & 2ND FLOOR PLAN
SCALE: 1/8"=1'-0" BLDG. TYPE "A"



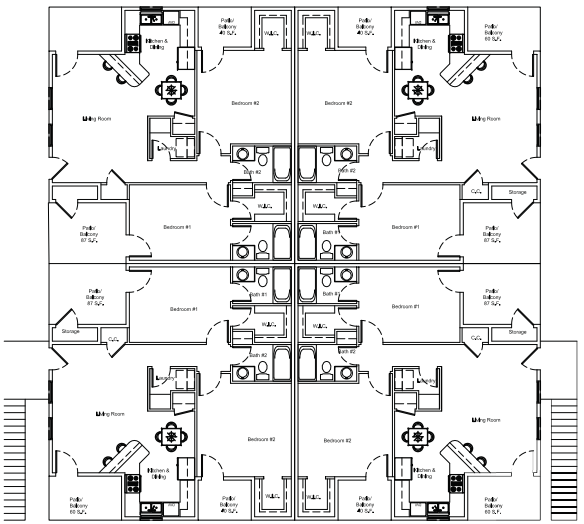
2ND FLOOR PLAN
SCALE: 1/8"=1'-0" BLDG. TYPE "B" & "C"



1ST & 2ND FLOOR PLAN
SCALE: 1/8"=1'-0" BLDG. TYPE "D"



1ST FLOOR PLAN
SCALE: 1/8"=1'-0" BLDG. TYPE "C"



1ST FLOOR PLAN
SCALE: 1/8"=1'-0" BLDG. TYPE "B"

SUZANA RUTAR, Architect Ltd.
Architectural Design & Planning
1950 E. Warm Springs Road
Las Vegas, Nevada. 89119
Telephone (702) 365-4575
Fax (702) 365-4582
A Professional Corporation

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PROJECT NAME:
FLOOR PLANS
MONTAGE CONDOMINIUM COMPLEX
LAS VEGAS, NEVADA

CLIENT:
MR. MARK BENNETT
LAS VEGAS, NV 89144

PROJECT NO.:	DATE
2014-05-15-PLEX	8.20.2014
DRAWN BY: ST	CHECKED BY: SR

NO.	DATE:	DESCRIPTION

DRAWING NO.:
A2.1

PRJ-54464
08/25/14

GPA-55775, ZON-55777 & SDR-55779



GPA-55775 [PRJ-54464] - GENERAL PLAN AMENDMENT RELATED TO ZON-55777 AND SDR-55779 - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP
NORTH SIDE OF BONANZA ROAD 1,540 FEET EAST OF DECATUR BOULEVARD

08/28/14



GPA-55775 [PRJ-54464] - GENERAL PLAN AMENDMENT RELATED TO ZON-55777 AND SDR-55779 - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP
NORTH SIDE OF BONANZA ROAD 1,540 FEET EAST OF DECATUR BOULEVARD

08/28/14



GPA-55775 [PRJ-54464] - GENERAL PLAN AMENDMENT RELATED TO ZON-55777 AND SDR-55779 - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP
NORTH SIDE OF BONANZA ROAD 1,540 FEET EAST OF DECATUR BOULEVARD

08/28/14

DWYER ENGINEERING, INC.

CIVIL ENGINEERS, LAND SURVEYORS, WATER RIGHTS, LAND USE PLANNING

MEMO

DATE:	August 25, 2014
TO:	CLV Planning
FROM:	David A. Dwyer
SUBJECT:	Justification Letter for Condo Project on Bonanza, APN 139-30-306-003

This flagpole property, APN 139-30-306-003, is zoned R-1 and is currently owned by the LDS Church. An LDS church is adjacent to the property is also zoned R-1, and occupies most of the property frontage on Bonanza Rd. The properties to the north & east are zoned R-1 and are fully developed as residential lots. The property to the west is zoned R-PD 8 and is fully developed as apartment complexes. As a flag lot, the property is basically undevelopable as single family residences. However, with condominium units, the property is developable. We believe the condominium use fits well into the neighborhood. The condominiums provide property ownership to the individual family.

We request the following changes.

1. General Plan Amendment.
   We request the plan be changed from PF to MC. PF (public facility) to MC (medium density residential).

2. Zoning.
   We request the property be changed from R-1 (single family) to R-3 (multifamily).

3. Site Design Review.
   We request the site design review be approved with one waiver.
   That waiver is for zero foot (0') landscaping on the west side of the panhandle drawing. This will provide fire truck access to the property for trucks heading west on Bonanza.

GPA-55775, ZON-55777 & SDR-55779

PRJ-54464
08/26/14

7310 SMOKE RANCH ROAD, SUITE E ▪ LAS VEGAS, NV 89128 ▪ (702) 254-2200 ▪ fax: (702) 254-2236
www.dwyerengineering.com ▪ email: dwyereng@lvcoxmail.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

October 13, 2014

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

GPA-55775 - GENERAL PLAN AMENDMENT, FROM: PF (PUBLIC FACILITIES) TO: ML (MEDIUM-LOW DENSITY RESIDNETIAL). See copy of notice enclosed.

ZON-55777 - REZONING RELATED TO GPA-55775 - REQUEST FOR REZONING FROM: R-1 (LOW DENSITY RESIDENTIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL). See copy of notice enclosed.

SDR-55779 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-55775 AND ZON-55777. See copy of notice enclosed.

Dear Planning Commission:

We appreciate the opportunity to comment on the subject proposed actions. Enclosed are petitions addressed to the CITY OF LAS VEGAS DEPARTMENT OF PLANNING opposing the proposed zoning change and site development plan. These documents contain the names, addresses and signatures of 146 people who either reside adjacent to, or live near the subject property. We believe the applicants plan to build a "39- UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT" on the 2.19 acres would have significant adverse impacts to our neighborhoods. We believe these impacts would include the following:

- Lower the property values of our homes. Changing the zoning from LOW DENSITY to MEDIUM DENSITY REIDENTIAL, for a large area in our neighborhoods, could we believe, have a considerable adverse impact by lowering the value of the property of the area.

- Reduced quality of life which would be associated with the higher population density. We believe the proposed rezoning, and subject development, would result in an increase in crime. It is a proven fact, that areas with the high population density, such as is being proposed by the developer, have significantly more incidents of crime than LOW ZONED RESIDENTIAL areas. We presently have few crime problems in our neighborhoods.

- A substantial increase in traffic. The property is located across the street from Western High School. Also, Ruth Fife Elementary School is located about two blocks east of this site. Both of these schools produce considerable traffic on Bonanza Road. Adding a large number of additional residences, would significantly add to the already heavy traffic problem of the area.

We were disappointed with the location where the public meeting was held to review the site plan and zoning change proposals. The church, where the meeting was held, is about 2 miles from the subject property. There are three schools adjacent to, or in close proximity to the project area (Western High School, Ruth Fife Elementary School and Gibson Middle School) where the meeting could have been held. This would have been more convenient to the affected residents, and would have, we believe resulted in a much larger attendance. Also, the material presented by the developer lacked specifics such as sketches or drawings of what the buildings might look like. He did have a photo of a condominium on display, which when he was asked about it said that it had nothing to do with what he was proposing to construct.

Also, we would think that the LDS Church would be concerned about having 39 condominiums or apartments constructed immediately behind the Bonanza chapel. This, we believe could result in safety problems for people attending meetings at this building, and could possibly also result in vandalism to their

Submitted at Planning Commission
Date 10/14/14 Item 24-26
by Frank Bingham

facilities.

Finally, we are not opposed to the development of this property as long as the project conformed to the requirements of LOW DENSITY RESIDENTIAL.

Sincerely

Frank E. Bingham
412 Estella Ave.
Las Vegas, Nevada 89107
(702) 878 0011

Charles Ankenman
401 Horn Street
Las Vegas, Nevada 89107

Jack Smith
4008 Fortune Ave.
Las Vegas, Nevada 89107

Allen Ivie
4308 Fortune Ave
Las Vegas, Nevada 89107

c.c. Presiding Bishop, Church of Jesus Christ of Latter Day Saints, 50 East North Temple St., Salt Lake City Utah 84150

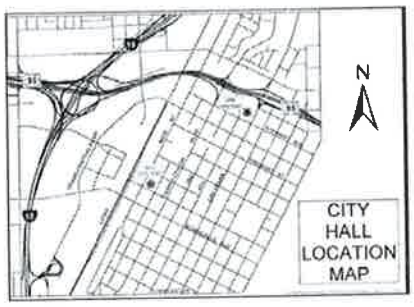
Shawn G. Gutierrez, President, Las Vegas Nevada Stake , Church of Jesus Christ of Latter Day Saints

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: GPA-55775
13930410045
KING BERNARD A & JANETTE M
416 S ESTELLA AVE
LAS VEGAS NV 89107-2105

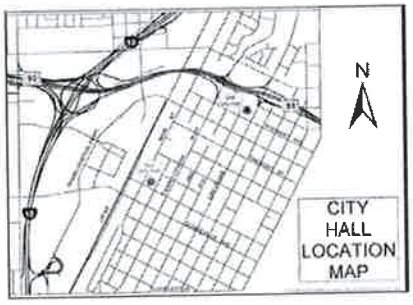
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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: GPA-55775
13930321025
SMITH SCOTT J & LINDA K
4325 FORTUNE AVE
LAS VEGAS NV 89107-2045

Submitted at Planning Commission
Date 10/14/14 Item 24-25
By Frank Bingham

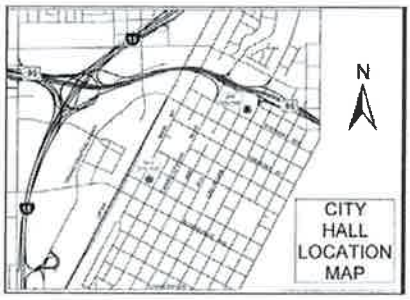
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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: GPA-55775
13930412004
BINGHAM REGINALD C & MADALEEN M
CANTRELL LANI RAE
401 ESTELLA AVE
LAS VEGAS NV 89107-2117

45 HRDFNMP 89107

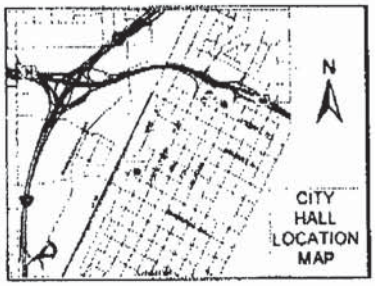
Submitted at Planning Commission

Date 10/14/14 Item 24-25
by Frank Bingham

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Las Vegas, Nevada 89106

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

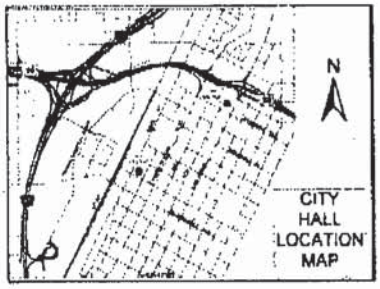
Case: GPA-55775
13930316032
SMALLRIDGE JAMES G & DEANA M
4332 SNEAD DR
LAS VEGAS NV 89107-2054

45 HRDFNHP 89107

24-25P

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Department of Planning
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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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Sale

GPA-55775

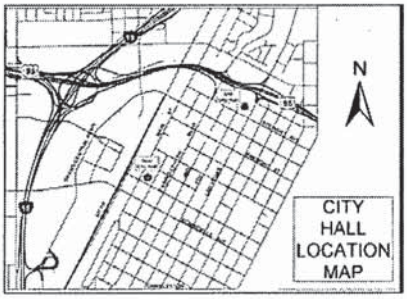
EANA M

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10/3/14
There is a lot of vacant space in this city where apartments may be built. Please ask that another location be chosen.
Thank You, Patricia Sadler

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: GPA-55775
13930410044
SADLER PATRICIA
417 ESTELLA AVE
LAS VEGAS NV 89107-2117

2 of 2

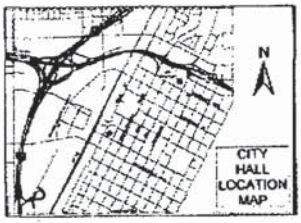
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Las Vegas, Nevada 89106

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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Case: GPA-55775

13930412023
MCKITTRICK LEON R
1904 CINDYSUE #A
LAS VEGAS NV 89106-1126

10/04/2014 08:09 FAX

24-25 P

No. 4303 CP. 1

City of Las Vegas
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:velopment Services Center
3 North Rancho Drive, 3rd Floor
s Vegas, Nevada 89106

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GPA-55775 & ZON-55777 [PRJ-54464]

Planning Commission Meeting of 10/14/2014

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City of Las Vegas
Dept. of Planning

Case: GPA-55775
13930316035
ANDERSON DAGMAR M
712 HOGAN DR
LAS VEGAS NV 89107-2084

45 HRDFNMP 89107

Oct. 3. 2014 5:07PM

24-25 P

GPA-55775, ZON-55777
SDR-55779 (PRJ-54464)

To: Mr. Ricky Barlow
City Planning Commission

10-06-2014

2.19 acres is too small for a 39 unit multifamily project. This area has enough problems with rentals, slum lords who don't care about their properties, foreclosures, graffiti, vandalism and traffic problems.

I have requested twice from Metro to put more presence in this area and maybe set up some speed traps – so far nothing, just more of the same.

I have contacted the school police about problems, they will not help with anything off of school grounds and metro will not respond fast enough for non life treating problems.

The church and the south wall around The Greens are tagged weekly. I can't image the time and money that has been used to clean up the graffiti weekly. This will only get worse.

This property will bring 78 more people if not more and 78 more vehicles if not more. Because the parking is limited on this 2.19 acre lot they will be parking in front of Western or using the church parking lot or using the spaces in front of the residential homes.

All vehicles and foot traffic is one way in and one way out. I know this is not uncommon but there are homes that back up to the entrance and 1 home that is right next to the entrance.

Because these units will be sold the odds are that they will turn into rentals immediately. They are priced between 75,000 & 100,000 which are very appealing to investors.

I understand that to the developer this is a business plan and it's creating jobs for only a very short time and profit. They wouldn't be doing this if it wasn't very profitable. This is a very transient area and it's not fair to the old timers who cannot afford to buy in other neighborhoods. Because we are not under an HOA our resources are limited. This is just not a high priority for Metro or the School Police.

My biggest fear is that the church will rezone their property and sell it to a developer because of low attendance.

Thank You

Maria Dorr
4317 W. Bonanza Rd.
L.V. NV 89107

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#24-26 P

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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Case: GPA-55775
13930410011
SCHEELER IRREVOCABLE TRUST
BOTT MARION J TRS
4317 W BONANZA RD
LAS VEGAS NV 89107-2107

45 HRDFNMP 89107

Submitted after final agenda

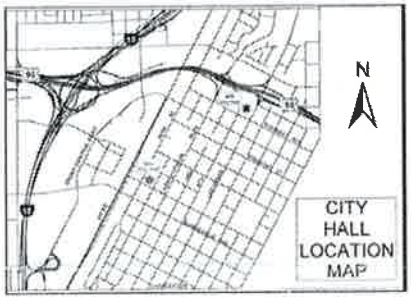
Date 10/8/14 Item 24-25P

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Development Services Center
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Las Vegas, Nevada 89106

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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City of Las Vegas
Dept. of Planning

Case: GPA-55775
13930321035
PISANI LOUIS A & ROSE MARY
4224 FORTUNE AVE
LAS VEGAS NV 89107-2081

45 HRDFMP 89107

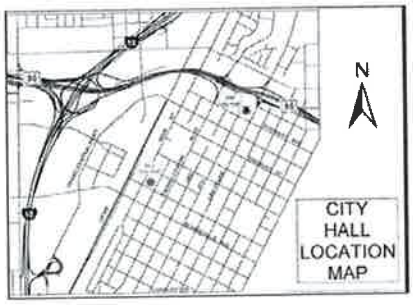
24-25 P

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Las Vegas, Nevada 89106

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☒ I OPPOSE this Request

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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City of Las Vegas
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Case: GPA-55775
13930411001
CHURCHILL FAMILY TRUST
CHURCHILL CHARLES E & JANET TRS
409 HORN ST
LAS VEGAS NV 89107-2121

45 HRDFNMP 89107

Submitted after final agenda

Date 10/13/14 Item 24-25 P

TO WHOM IT MAY CONCERN:

WE ARE OPPOSED TO THIS PROJECT IN OUR NEIGHBORHOOD (PRJ-54464).

IT WILL ADD MORE TRAFFIC TO AN AREA THAT CAN BE QUITE CONGESTED, ESPECIALLY DURING SCHOOL HOURS.

IT WILL LEAVE LITTLE ROOM FOR PARKING, EVEN IF THE SPACES PROVIDED WILL BE ENOUGH FOR CITY CODE. VISITORS WILL MOST LIKELY HAVE TO PARK ON THE STREET, WHICH AGAIN INTERFERS WITH SCHOOLS, ALSO HOMES ON BONANZA.

IT WILL BE BACKED UP QUITE CLOSE TO SINGLE FAMILY RESIDENCES, THIS MAY VERY WELL REDUCE PROPERTY VALUES THAT ARE JUST STARTING TO REBOUND TO THEIR VALUE FROM 10-15 YEARS AGO.

WE'RE NOT SURE ABOUT EMERGENCY VEHICLES GETTING ON TO THE PROPERTY AS WELL.

WE ARE NOT AGAINST PROGRESS, WE JUST DON'T THINK IT WILL BE A GOOD FIT FOR THIS AREA. WE'RE QUITE SURE THAT THERE IS A BETTER SUITED PIECE OF PROPERTY FOR THIS PROJECT.

SINCERELY,

RICHARD & ANNETTE CROWDER

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Planning Commission Meeting of 10/14/2014

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Case: GPA-55775
13930412022
CROWDER RICHARD D & ANNETTE G
400 ESTELLA AVE
LAS VEGAS NV 89107-2105

45 HRDFNMP 89107

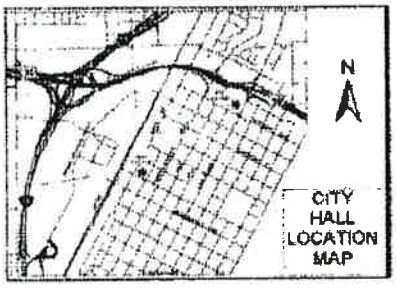
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Case: GPA-55775
13930316005
WINSLOW DENIS L & MYRNA L
4408 ST ANDREWS CIR
LAS VEGAS NV 89107-2024

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: GPA-55775
13930315012
WINSLOW DENIS L
4409 THOMPSON CIR
LAS VEGAS NV 89107-2078

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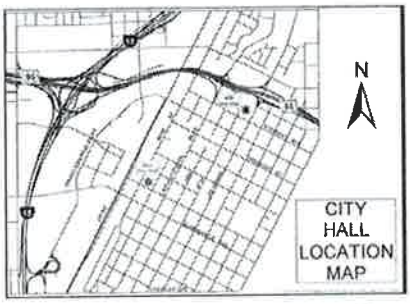
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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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Case: GPA-55775
13930412005
BINGHAM FRANK & F PAULINE
NORTON MARILYN
412 ESTELLA AVE
LAS VEGAS NV 89107

45 HRDFNMP 89107

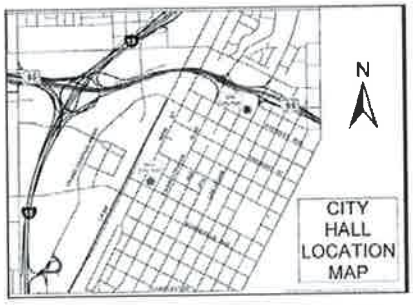
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☐ I SUPPORT this Request

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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Case: GPA-55775
13930412026
BINGHAM 1994 TRUST
BINGHAM FRANK E & F P CO-TRS
412 ESTELLA AVE
LAS VEGAS NV 89107-2105

45 HRDFNMP 89107

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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-55775 & ZON-55777 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

This rezoning will have a negative impact on my adjoining lots.
1. Value will depreciate
2. Community Safety will reduce
3. Traffic will increase in school zone area.
4. Privacy will be reduced.
5. Crime will increase w/ higher ~~density~~ density.
6. ~~I am v.~~ The LDS church will increase its value at the expence of our community. Very bad for Church.

I am Very, very opposed.

John Napoleon



Case: GPA-55775
13930316019
NAPOLEON JOHN J SR & DOLORES
631 HOGAN DR
LAS VEGAS NV 89107

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24-25P

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

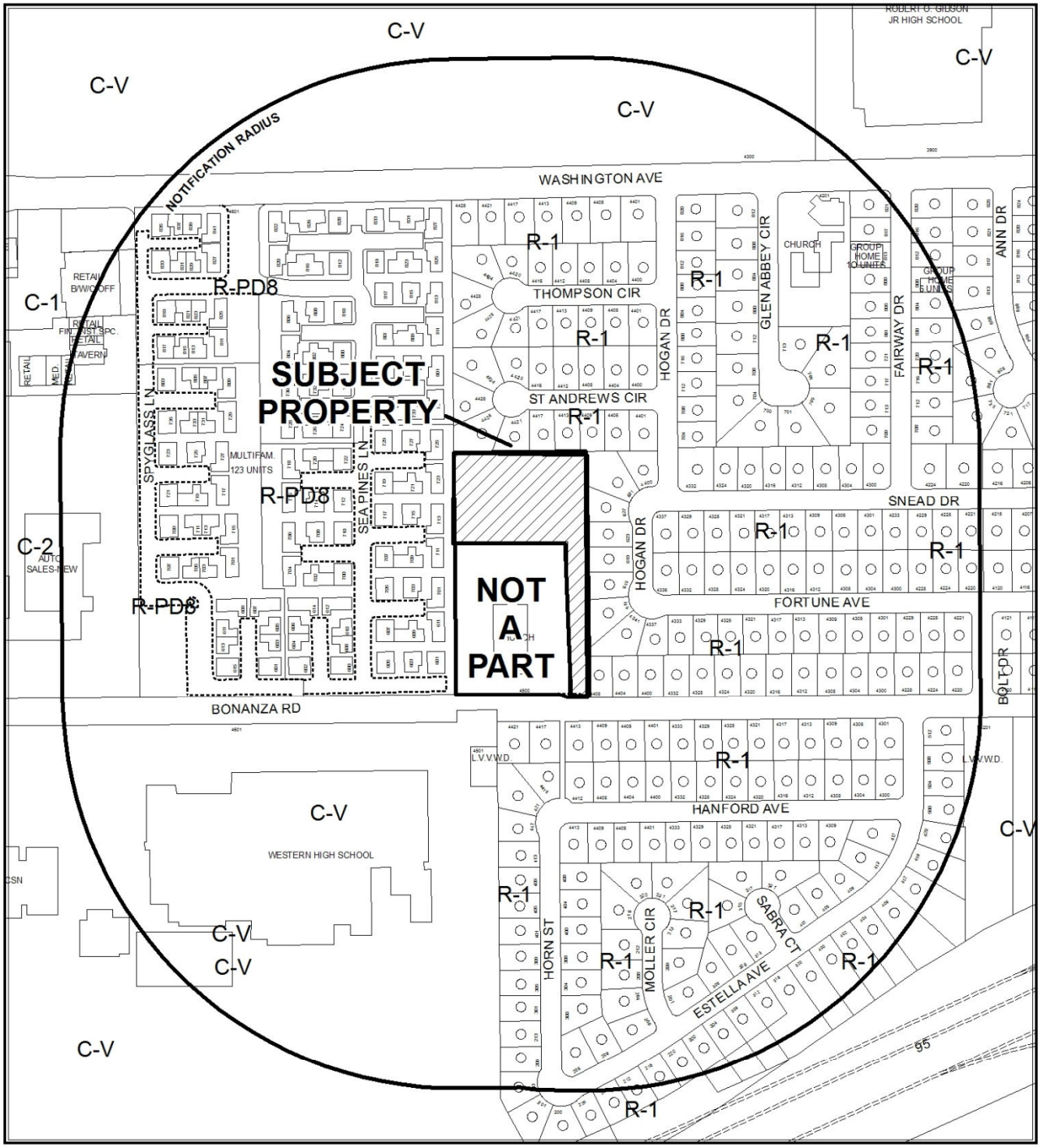
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-55777 - REZONING RELATED TO GPA-55775 - PUBLIC HEARING - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP - For possible action on a request for a Rezoning FROM: R-1 (LOW DENSITY RESIDENTIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 2.19 acres located on the north side of Bonanza Road 1,540 feet east of Decatur Boulevard (APN 139-30-306-003), Ward 5 (Barlow) [PRJ-54464]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**165**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps- ZON-55777 and SDR-55779 [PRJ-54464]
3. Supporting Documentation
4. Backup Referenced from the October 14, 2014 Planning Commission Meeting



0 200 400 Feet

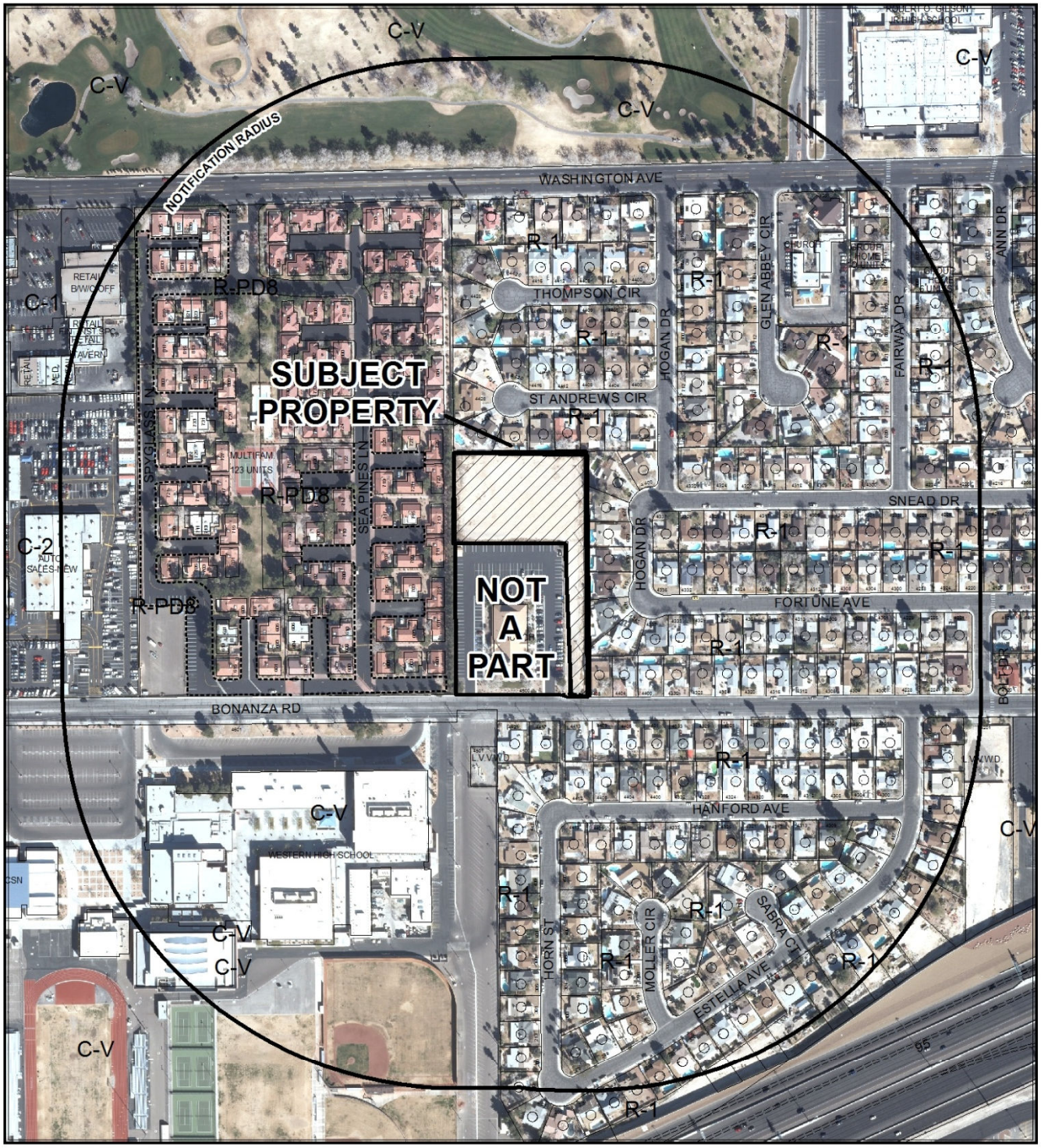
CASE: **ZON-55777 & SDR-55779 (PRJ-54464)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

N



0 200 400 Feet

CASE: **ZON-55777 & SDR-55779 (PRJ-54464)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

N

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

ZON-55777

Case Number: PRJ 54464 APN: 139-30-306-003

Name of Property Owner: Corp. of Presiding Bishop

Name of Applicant: Indigo Development

Name of Representative: Mark Bennett

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: _____

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Signature of Property Owner: JD Terry F Rudd AUTHORIZED AGENT

Print Name: Terry F. Rudd

Subscribed and sworn before me

This 22nd day of August, 2014

Cindy Growcock

Notary Public in and for said County and State

CINDY GROWCOCK
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/04/2016
Commission # 651473

PRJ-54464
08/26/14

LOT SUMMARY-PARCEL TO BE DEVELOPED

APN: 139-30-306-003

AREA = 2.14 ACRES
= 93,218 SF±

CURRENT ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)
PROPOSED ZONING: R-3

JURISDICTION: CITY OF LAS VEGAS

LOT SUMMARY-CHURCH PARCEL TO BE REZONED

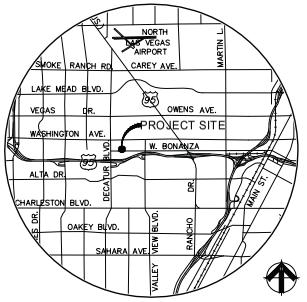
APN: 139-30-306-002

AREA = 2.52 ACRES
= 109,771 SF±

CURRENT ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)
PROPOSED ZONING: C-V

JURISDICTION: CITY OF LAS VEGAS

MAGNETIC



LEGEND

- C-2
- C-1
- RPD-8
- R-1
- C-V

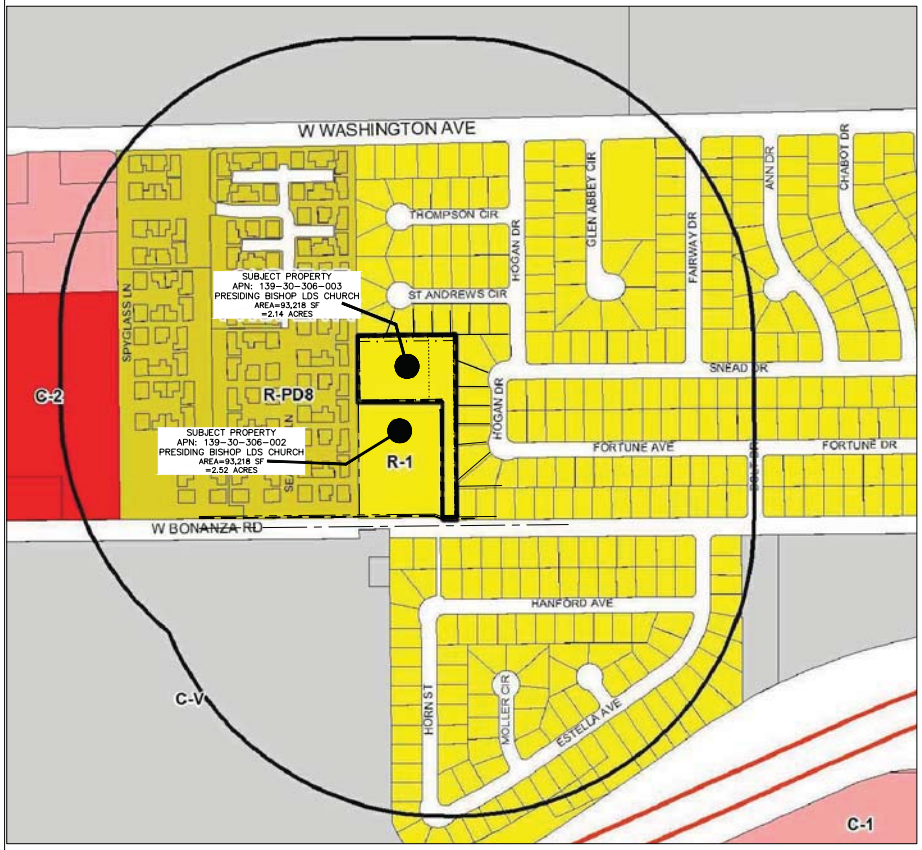
GRAPHIC SCALE

200 0 100 200 400 800

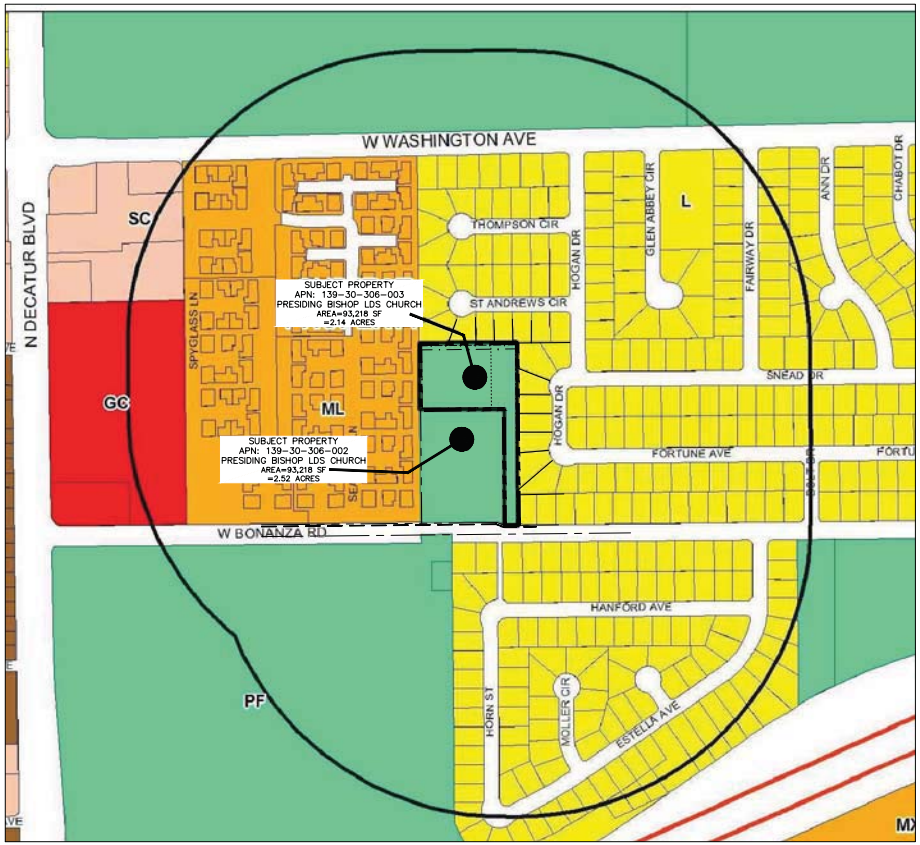
(IN FEET)
1 inch = 200 ft.

LEGEND

- PF
- SC
- ML
- L
- GC



EXISTING ZONING MAP



GENERAL PLAN MAP

Job No.
FILE No.

REUSE OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE PREPARED BY DYER ENGINEERING, INC., IS AND SHALL REMAIN THE PROPERTY OF DYER ENGINEERING, INC. AND IS NOT TO BE USED, IN PART OR IN WHOLE, FOR ANY PURPOSE OTHER THAN THAT SPECIFICALLY AUTHORIZED BY DYER ENGINEERING, INC.

APPROVED

NO.	DATE	REVISIONS DESCRIPTION

STAMP

DYER ENGINEERING INC.
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
7214 DONNER AVENUE, SUITE B
LAS VEGAS, NEVADA 89139
(702) 804-0200
Fax: (702) 804-0209

LOCATION MAP
INDIGO DEVELOPMENT
WEST BONANZA ROAD EAST OF DECATUR
CITY OF LAS VEGAS, NEVADA
A.P.N.: 139-30-306-002
A.P.N.: 139-30-306-003

JOB No.	14319
DATE	08/20/14
VERT. SCALE	N/A
HORIZ. SCALE	1"=200'
DRAWN BY:	JGR
CHECKED BY:	DAD
SHEET	1 of 1

PRJ-54464

GPA-55775 & ZON-55777

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

September 15, 2014

City of Las Vegas
Planning & Development Department
Development Services Center 3rd Floor
333 North Rancho Drive
Las Vegas, NV 89106

OBJECTION TO PROPOSED ZONING CHANGE:
ZON-55777 - REZONING RELATED TO GPA-55775 - PUBLIC HEARING - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP - For possible action on a request for a Rezoning FROM: R-1 (LOW DESITY RESIDENTIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) AND C-V (CIVIC) on 2.19 acres located on the north side of Bonanza Road 1,540 feet east of Decatur Boulevard (APN 139-30-306-003), Ward 5 (Barlow)[PRJ-54464].

We the undersigned, are residents in the areas adjacent to the above property. Our neighborhood is zoned LOW DENSITY, and we live in single family homes. There are no apartments in this area. The zoning change which would allow a "39-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PERIMETER WHERE A MINIMUM OF SIX FEET IS REQUIRED", would have significant impacts, not only on our property values, but would probably increase the crime rate. It is a proven fact, that where apartment housing exists, crime rates are much higher than areas of single family homes.

We therefore request that the zoning change proposal be denied.

Name	Address	Signature
DAVID Lofgreen	4304 Hanford Ave	
Kathryn Oman	4300 Hanford	
Adelyn Berman	4312 Hanford Ave	
WALTER BUREK	4312 HANFORD AVE	
JAN / MARALOU	4400 HANFORD AVE.	
TOM HUNKLE	4333 HANFORD AVE	
Timothy Gregg	4404 HANFORD AVE	
Edna Gregg	4404 Hanford Ave	
Benia Sanchez	4408 HANFORD AVE	
Shanae Grant	4412 Hanford Ave	

Submitted at Planning Commission
Date 10/14/14 Item 25
by Frank Bingham

Name	Address	Signature
GREG HILLIARD	4329 HANFORD AVE.	

September 15, 2014

City of Las Vegas
Planning & Development Department
Development Services Center 3rd Floor
333 North Rancho Drive
Las Vegas, NV 89106

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We therefore request that the zoning change proposal be denied.

Name	Address	Signature
Mary Lynn Riggs	404 Horn St.	Mary Lynn Riggs
William Riggs	"	William Riggs
Charles Ankenman	401 Horn St	Charles Ankenman
Doris Ankenman	401 Horn	Doris Ankenman
Charles Churchill	409 Horn	Charles Churchill
Janet Churchill	409 Horn	Janet Churchill
Daryl M Cropper	413 Horn	DARYL CROPPER
Ann Cropper	413 Horn	ANN CROPPER
Ed Boy	421 Horn	
CHARLES Butzlino	405 HORN ST.	Charles Butzlino

Name	Address	Signature
Aaron Rotunda	305 Horn	Aaron Rotunda
Eddie Arbillo	201 Horn St.	Eddie Arbillo
Enrique Arciga	304 horn st	
Daniel Kasserman	4224 Sneed	

September 15, 2014

City of Las Vegas
Planning & Development Department
Development Services Center 3rd Floor
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We therefore request that the zoning change proposal be denied.

Name	Address	Signature
Victor Moss	4006 W. Bonanza Rd	
Debra Williams-~~Edward~~	402 W Bonanza Rd.	Debra Williams-Edwd
Tod Canton	4016 W Bonanza	
Juan C. Hernandez	4100 w Bonanza rd	
Edwards Gholden	4104 w. Bonanza	Edwards Gholden
Laura de la torre	4108 W. Bonanza	
Delfina Hgo	4112 W. Bonanza Rd	Delfina Hgo
John C. Sievers	4116 W Bonanza Rd	
Maximino Villa	4120 W. Bonanza Rd	
David Miranda	4224 W. Bonanza Rd	
Lindsay Raymond	4300 W. Bonaza	
Mariangrade	4320 W Bonanza	M. Grade
Tomasa Rios	4324 W Bonanza Rd	Tomasa Rios

Name	Address	Signature
Jhon Sosa	4328 w. Bonanza Rd	
Ana Escandon (Hules Del Golfo Inc)	619 Hogan Dr.	
Servando Escandon	4400 w. Bonanza Rd.	
Cesar Martinez	4408 W Bonanza	
Marco A. Mendoza	4421 W Bonanza Rd	
Oscar Paredes-Gomez	4417 W Bonanza Rd	
Milton Muinchez	4405 w. Bonanza Rd.	
Jose Manuel Serrano, Elvia Serrano	4333. W. Bonanza Rd.	
Jose Manuel Serrano, Elvia Serrano	4328 w. Bonanza Rd.	
Elvia Serrano		Jose
Jose A. Heredia Ponce	4313 W. Bonanza R.D.	
Guellermo Borjas	4309 W Bonanza Rd L.V.N Guillermo Borjas	

September 15, 2014

City of Las Vegas
Planning & Development Department
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We therefore request that the zoning change proposal be denied.

Name	Address	Signature
Allen Ivie	4308 Fortune Ave	
Veronica Fidel	4304 Fortune Ave	
Horacio Ramirez	4337 Snead Dr	
Cristobal Z.	804 Hogan Dr.	
Elianna Duarte	804 Hogan Dr.	
Yvonne Damas	4405 W. Washington Ave	
Clarence Williams	4417 W Washington Ave	
Mike Yonko	4425 W Washington	

Name	Address	Signature
Jennifer Eastep-Carlton	4428 Thompson cir	
Myrna Winslow	4408 St Andrews Circle	Myrna Winslow
Mary Harris	4424 Saint Andrews	
GABRIE PEPEZ	4421 " "	
John Napoleon jr.	631 Hogan	
ORCHID JENNINGS	615 HOGAN DR.	
Maribel Cobian	4337 Fortune Ave.	
Maria A Arroyo	4333 fortune AV	Maria A Arroyo
Jesus Montero	4329 Fortune	Jesus H Montero
Carlos J. Ramirez	4317 Fortune Ave L.V. Nv. 89107	
German	4313 fortune ave Lasvegas NV. 89107	German-
Linda Smith	4325 Fortune Ave Las Vegas, NV. 89107	
Thomas R. Tafoya	4309 Fortune Ave Las Vegas, NV 89107	
Samantha Marshall	4229 Fortune Ave Las Vegas, NV 89107	

September 15, 2014

City of Las Vegas
Planning & Development Department
Development Services Center 3rd Floor
333 North Rancho Drive
Las Vegas, NV 89106

OBJECTION TO PROPOSED ZONING CHANGE:
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We therefore request that the zoning change proposal be denied.

Name	Address	Signature
Frank Bingham	412 Estella Ave	
Pauline Bingham	412 Estella	
Barbara Fleming	408 Estella	
RICHARD CROWDER	400 ESTELLA	
BERNARD King	416 ESTELLA	
Janette M King	416 Estella	
Billy Sadler	417 Estella	
Robert Bergstrom	402 Estella	
E Baptista	301 Horn	
DAVID OXBORROW	401 ESTELLA AVE.	
ANNETTE CROWDER	400 ESTELLA AVE	
Christina Brunmeier	420 Estella Ave	

Name	Address	Signature
Adam Arizaga	500 Estella Ave LV NV 89107	Adam Arizaga
Jaime Rios	504 Estella Ave LV NV 89107	Jaime Rios
MARIA LEDEZMA.	512 ESTELLA AVE.	Maria Ledezma
Marilyn Norton	321 Sabra Ct.	Marilyn Norton
JAMES FREDERICKSON	317 SABRA CT	James Frederickson
RITA FREDERICKSON	317 SABRA CT	Rita Frederickson
MARIA RIOS	320 Estella AVE LV, NV 89107	Maria R.
BEATRIZ GARCIA	320 ESTELLA	Beatriz
LEON MCKITRICK	409 ESTELLA	Leon McKitrick
John Napoleon	4417 St. Andrews	John Napoleon
Fernando Mendizabal	627 Hogan dr.	Fernando M.
VINCE HERRERA	4409 St. ANDREWS CIR 89107	
Diana Smallridge	4332 SNEAD DR	Diana Smallridge
JIM SMALLRIDGE	4332 SNEAD DR.	
MARION BOTT	4317 W. Bonanza	M Bott
SHEILA L. DICKINSON	4413 SAINT ANDREWS	Sheila L. Dickinson
Roland Felix	4417 St Andrews Cir.	
ANA PECE	4413 St Andrews Circle, LV NV 89107	
Brandi Brown	309 Estella Ave 89107	
Randy Hicks	309 Estella	89107

Name	Address	Signature
Nancy H. Smith	305 Estella	Nancy H. Smith
Janet Gutierrez	209 Moller Cir.	Gutierrez
FIDEL & ANNA TORRES	217 MOLLER.	Fidel Anna Torres
Erilyn Littlefield	220 Moller Cir	Erilyn Littlefield
TIM DOWD	208 Moller cir	
Dana Ledford	204 Moller cir.	Dana Ledford
HUGH LEDFORD	204 Moller Circle	
Maria Garcia	212 Estella Ave	Maria Garcia
Adriana Velasco	308 Estella AV	Adriana Velasco
Tonya Barschdorf	404 Estella Ave	Tonya Barschdorf
Lori Racine	405 Estella Ave	Lori Racine

September 15, 2014

City of Las Vegas
Planning & Development Department
Development Services Center 3rd Floor
333 North Rancho Drive
Las Vegas, NV 89106

OBJECTION TO PROPOSED ZONING CHANGE:
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We therefore request that the zoning change proposal be denied.

Name	Address	Signature
Scott Rowley	4000 Fortune	
Jack Smith	4008 Fortune	
Jennifer Sandoval	4012 Fortune	
Armando Flores	4100 Fortune	
Michelle Patrick	4109 Fortune	Michelle Patrick
Bernadette Adkins	4104 Fortune	B. Adkins
Peter Reyes	4117 Fortune	
Pablo Gonzalez	4120 Fortune Ave	
Maria Rojas	4116 Fortune Ave	
Rosemary Pisani	4224 Fortune	Rosemary Pisani

Name	Address	Signature
Gwendolyn P.Y. Perry	4121 Fortune Ave. Las Vegas, NV. 89107	
Mamede Haje	4117 Fortune Ave LV, NV 89107	
Phyllis+Juan Sanchez	4016 Fortune Ave. 89107	
Denise Maier	4001 Fortune Ave 89107	
Fred Maier	4001 Fortune Ave 89107	
Evan kae Smith	4008 Fortune Av 89107	
SCOTT E. PECK	4009 FORTUNE AVE	
Margaret N. Jamieson	4004 ~~FORTUNE~~ Ave 89107	
Helen Holland	4004 Snead Dr 89107	
Modesta Santana	4201 Snead Dr 89107	
David Santana	4201 Snead Dr 89107	
Tammy Carter	4309 Snead Dr LV NEV 89107	
MARIA NARVAEZ	4312 snead DR 89107	
Pete Corleto	4321 SNEAD DR 89107	
JUDITH CORLETO	4321 SNEAD DR 89107	
Lorella Narvaez	4312 Snead Dr (702) 713-2017	
Jarran Carter	4309 Snead Dr. (702) 748-4625	
WILLIAM L GLATZ	4220 SNEAD DR 702 8770607	
Victor M Rodriguez	4005 Snead Dr 89107	
alejandro ~~Flores~~	4103 FORTU-AVE 89107	

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-55779 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-55775 AND ZON-55777 - PUBLIC HEARING - APPLICANT/OWNER: CHURCH LDS PRESIDING BISHOP - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 39-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PERIMETER WHERE A MINIMUM OF SIX FEET IS REQUIRED on 2.19 acres located on the north side of Bonanza Road 1,540 feet east of Decatur Boulevard (APN 139-30-306-003), Ward 5 (Barlow) [PRJ-54464]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**19**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Referenced from the October 14, 2014 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-55779

Case Number: PRJ 54464 APN: 139-30-306-003

Name of Property Owner: Corp. of Presiding Bishop

Name of Applicant: Indigo Development

Name of Representative: Mark Bennett

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: _____

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Signature of Property Owner: JD Terry F Rudd AUTHORIZED AGENT

Print Name: Terry F. Rudd

Subscribed and sworn before me

This 22nd day of August, 2014

Cindy Growcock

Notary Public in and for said County and State

CINDY GROWCOCK
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/04/2016
Commission # 651473

PRJ-54464
08/26/14

SDR 55779
Church LDS Presiding Bishop

N side of Bonanza Rd, E of Decatur Blvd

Proposed 39 unit multi-family residential development.

New Use

Average Daily Traffic (ADT)	APARTMENT [DWELL]	39	6.65	259
AM Peak Hour			0.51	20
PM Peak Hour			0.62	24

Existing traffic on all nearby streets:

Bonanza Rd.	
Average Daily Traffic (ADT)	2,538
PM Peak Hour (heaviest 60 minutes)	203

Decatur Blvd.	
Average Daily Traffic (ADT)	45,263
PM Peak Hour (heaviest 60 minutes)	3,621

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Bonanza Rd.	16,300
Decatur Blvd.	51,800

This project will add approximately 259 trips per day on Bonanza Rd. and Decatur Blvd. Bonanza is currently at about 16 percent of capacity and Decatur is at about 87 percent of capacity. With this project, Bonanza is expected to be at about 17 percent of capacity and Decatur to be at about 88 percent capacity.

Based on Peak Hour use, this development will add into the area roughly 24 additional cars, or just under one every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

SDR-55779

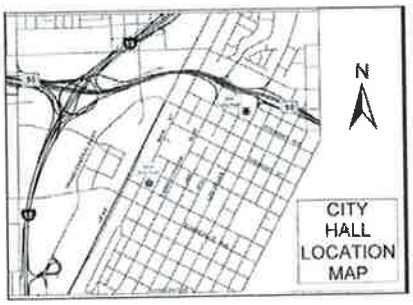
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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 $ 00.46⁰
0004279218 OCT 02 2014
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.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: SDR-55779

13930321025
SMITH SCOTT J & LINDA K
4325 FORTUNE AVE
LAS VEGAS NV 89107-2045

45 HRDFNMP 89107

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: SDR-55779

13930410045
KING BERNARD A & JANETTE M
416 S ESTELLA AVE
LAS VEGAS NV 89107-2105

Submitted at Planning Commission

Date 10/14/14 Item 26
by Frank Bingham

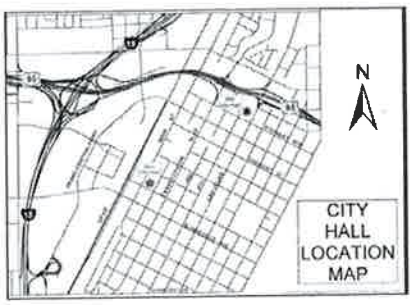
45 HRDFNMP 89107

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: SDR-55779
13930412004
BINGHAM REGINALD C & MADALEEN M
CANTRELL LANI RAE
401 ESTELLA AVE
LAS VEGAS NV 89107-2117

45 HRDFNHP 89107

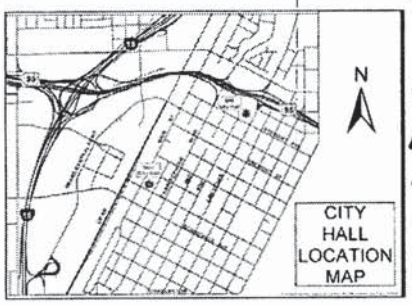
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Department of Planning
Development Services Center
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10/3/14



I purchased my home 10 years ago because of the long time established neighborhood of homeowners who have been in their dwellings since the 1960's-1970's. I would not have purchased here had there been apartment buildings anywhere in the general vicinity. this is my retirement, permanent home. I prefer to live around other senior citizens.

Respectfully,
Patricia Sadler

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: SDR-55779
13930410044
SADLER PATRICIA
417 ESTELLA AVE
LAS VEGAS NV 89107-2117

1 of 2

45 HRDFNMP 89107

26 P

No. 4303 P. 2

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-55779 [PRJ-54464]

Planning Commission Meeting of 10/14/2014

Oct. 3. 2014 5:07PM

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OCT 06 2014

City of Las Vegas
Dept. of Planning

Case: SDR-55779

13930316035
ANDERSON DAGMAR M
712 HOGAN DR
LAS VEGAS NV 89107-2084

45 HRDFNMP 89107

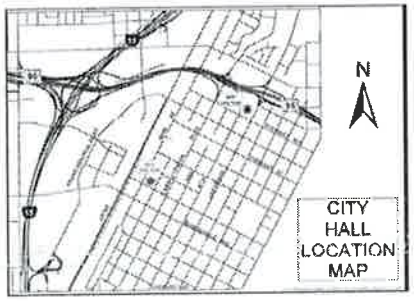
2 of 2

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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OCT 8 2014
City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: SDR-55779
13930321035
PISANI LOUIS A & ROSE MARY
4224 FORTUNE AVE
LAS VEGAS NV 89107-2081

45 HRDFNMP 89107

Submitted after final agenda

Date 10/8/14 Item 26P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]

Planning Commission Meeting of 10/14/2014

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0004279218 OCT 02 2014
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City of Las Vegas
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Case: SDR-55779

13930410011
SCHEELER IRREVOCABLE TRUST
BOTT MARION J TRS
4317 W BONANZA RD
LAS VEGAS NV 89107-2107

45 HRCFNMP 89107

26P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

45 HRDFNMP 89107

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0004279218 OCT 02 2014
MAILED FROM ZIP CODE 89101

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OCT 13 2014
City of Las Vegas
Dept. of Planning

Case: SDR-55779
13930411001
CHURCHILL FAMILY TRUST
CHURCHILL CHARLES E & JANET TRS
409 HORN ST
LAS VEGAS NV 89107-2121

Submitted after final agenda
Date 10/13/14 Item 26P

TO WHOM IT MAY CONCERN:

WE ARE OPPOSED TO THIS PROJECT IN OUR NEIGHBORHOOD (PRJ-54464).

IT WILL ADD MORE TRAFFIC TO AN AREA THAT CAN BE QUITE CONGESTED, ESPECIALLY DURING SCHOOL HOURS.

IT WILL LEAVE LITTLE ROOM FOR PARKING, EVEN IF THE SPACES PROVIDED WILL BE ENOUGH FOR CITY CODE. VISITORS WILL MOST LIKELY HAVE TO PARK ON THE STREET, WHICH AGAIN INTERFERS WITH SCHOOLS, ALSO HOMES ON BONANZA.

IT WILL BE BACKED UP QUITE CLOSE TO SINGLE FAMILY RESIDENCES, THIS MAY VERY WELL REDUCE PROPERTY VALUES THAT ARE JUST STARTING TO REBOUND TO THEIR VALUE FROM 10-15 YEARS AGO.

WE'RE NOT SURE ABOUT EMERGENCY VEHICLES GETTING ON TO THE PROPERTY AS WELL.

WE ARE NOT AGAINST PROGRESS, WE JUST DON'T THINK IT WILL BE A GOOD FIT FOR THIS AREA. WE'RE QUITE SURE THAT THERE IS A BETTER SUITED PIECE OF PROPERTY FOR THIS PROJECT.

SINCERELY,

RICHARD & ANNETTE CROWDER

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OCT 13 2014

City of Las Vegas
Dept. of Planning

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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City of Las Vegas
Dept. of Planning

Case: SDR-55779
13930412022
CROWDER RICHARD D & ANNETTE G
400 ESTELLA AVE
LAS VEGAS NV 89107-2105

45 HRDFNMP 89107

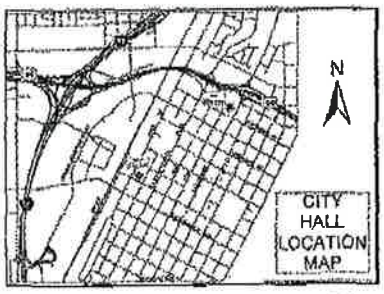
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Development Services Center
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

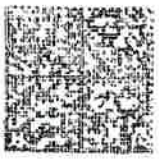
Case: SDR-55779
13930321001
TRACHTENBERG KRISTEL
4408 W BONANZA RD
LAS VEGAS NV 89107-2127

45 HRDFNHP 89107

26P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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02 7M
00942/9218 OCT 02 2014
MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]

Planning Commission Meeting of 10/14/2014

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OCT 13 2014
City of Las Vegas
Dept. of Planning

Case: SDR-55779
13930316005
WINSLOW DENIS L & MYRNA L
4408 ST ANDREWS CIR
LAS VEGAS NV 89107-2024

45 HRDFNMP 89107



2 of P

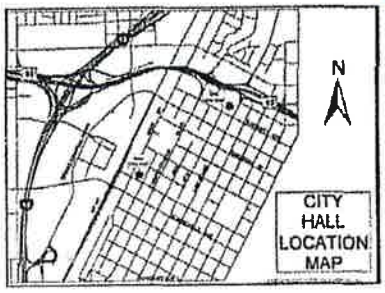
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MASTER
WITHOUT A PLAN FOR THE REST OF THIS PARCEL THIS COULD BE THE BEGINNING OF A LARGER DEVELOPMENT THAT WOULD CREATE STRESS IN THE NEIGHBORHOOD.

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: SDR-55779
13930316032
SMALLRIDGE JAMES G & DEANA M
4332 SNEAD DR
LAS VEGAS NV 89107-2054

45 HRDFNMP 89107

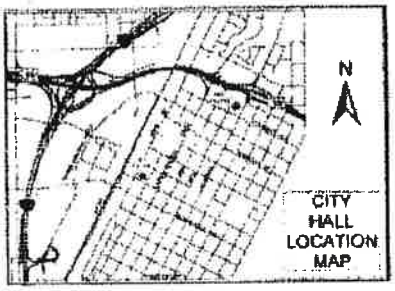
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

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City of Las Vegas
Dept. of Planning

Case: SDR-55779

13930315012
WINSLOW DENIS L
4409 THOMPSON CIR
LAS VEGAS NV 89107-2076

45 HRDFNMP 89107

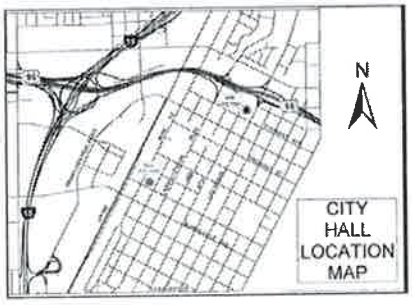
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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]

Planning Commission Meeting of 10/14/2014

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Dept of Planning

Case: SDR-55779
13930411003
ANKENMAN CHARLES H & DORIS
401 HORN ST
LAS VEGAS NV 89107-2121

45 HRDFNMP 89107

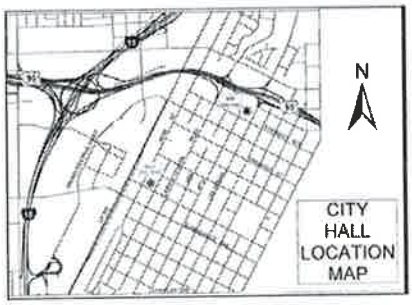
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]

Planning Commission Meeting of 10/14/2014

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OCT 13 2014
City of Las Vegas
Dept of Planning

Case: SDR-55779

13930412005
BINGHAM FRANK & F PAULINE
NORTON MARILYN
412 ESTELLA AVE
LAS VEGAS NV 89107

45 HRDFMP 89107

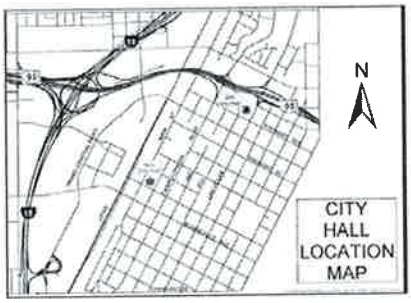
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Development Services Center
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-55779 [PRJ-54464]

Planning Commission Meeting of 10/14/2014

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City of Las Vegas
Dept. of Planning

Case: SDR-55779

13930412026
BINGHAM 1994 TRUST
BINGHAM FRANK E & F P CO-TRS
412 ESTELLA AVE
LAS VEGAS NV 89107-2105

45 HRDFNMP 89107

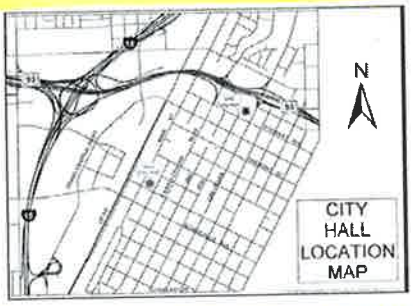
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I totaly oppose this rezoning. See comments on other card for 2nd property.

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OCT 13 2014
City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-55779 [PRJ-54464]
Planning Commission Meeting of 10/14/2014

Case: SDR-55779
13930316019
NAPOLEON JOHN J SR & DOLORES
631 HOGAN DR
LAS VEGAS NV 89107

45 HRDFNMP 89107

2 of P

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

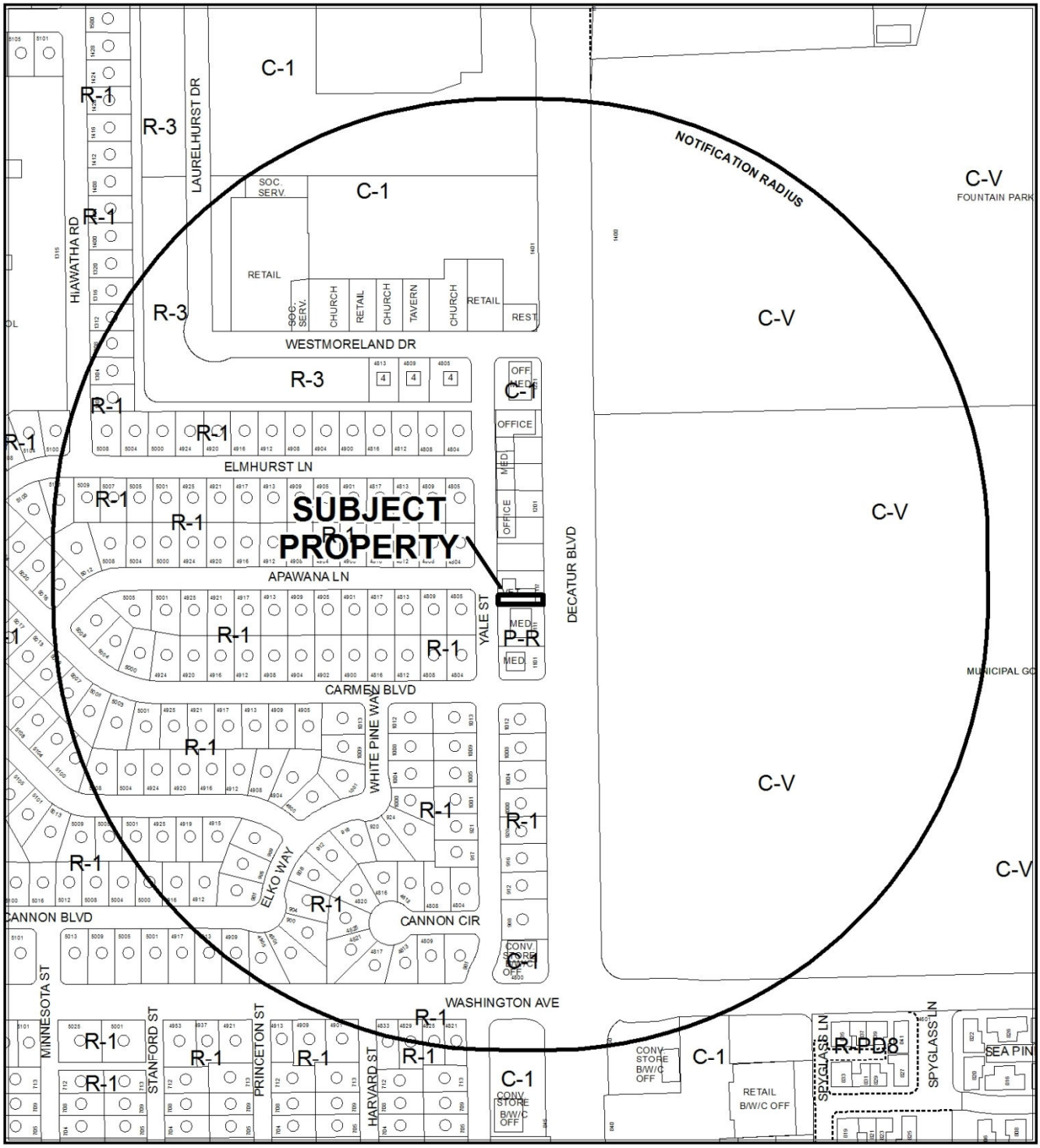
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-55758 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: PETS" RX NEVADA, INC - For possible action on a request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 0.04 acres located at 1117 North Decatur Boulevard (APN 138-25-613-043), Ward 5 (Barlow) [PRJ-55629]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Abeyance Request Letter Submitted by Mullen Heller Architecture - ZON-55758, VAR-55760 and SDR-55761.pdf
3. Conditions and Staff Report - ZON-55758, VAR-55760, SUP-55759 and SDR-55761 [PRJ-55629]
4. Supporting Documentation - ZON-55758, VAR-55760, SUP-55759 and SDR-55761 [PRJ-55629]
5. Photos - ZON-55758, VAR-55760, SUP-55759 and SDR-55761 [PRJ-55629]
6. Justification Letter - ZON-55758, VAR-55760, SUP-55759 and SDR-55761 [PRJ-55629]

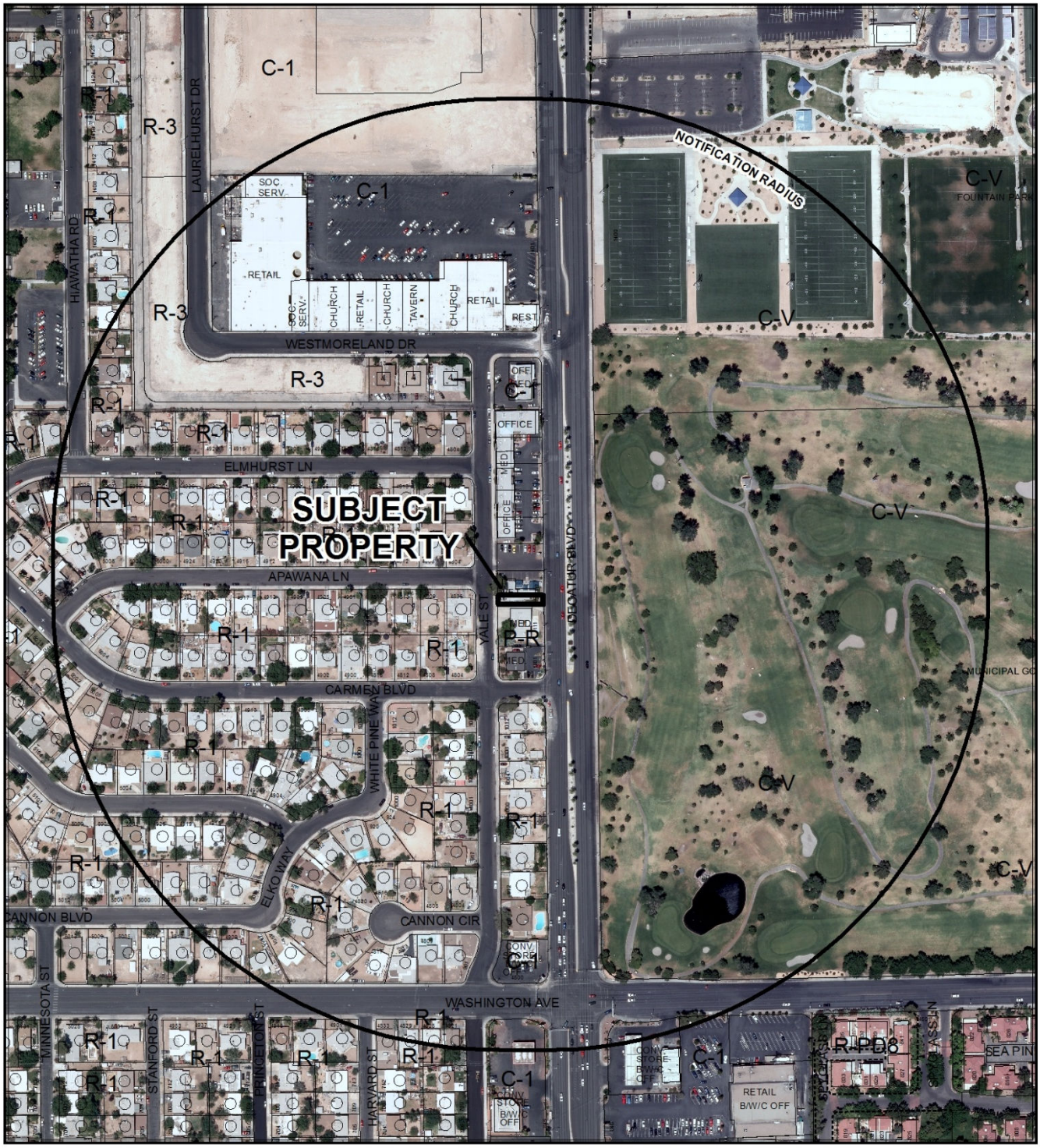


CASE: **ZON-55758 (PRJ-55629)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **ZON-55758 (PRJ-55629)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

October 28, 2014

Mark Rex, Planner I
The Department of Planning
City of Las Vegas
333 N. Rancho Dr., 3rd Floor
Las Vegas, Nevada 89106

Letter of abeyance for minor revisions and additional square footage for – VCA Decatur Animal Hospital ZON-55758 (PRJ55629) for VAR-55760 and SDR-55761.

Dear Mark-

At the request of the applicant for re-notification purposes, an abeyance is being requested for additional square footage and minor building alterations.

The project mentioned above was approved by the Planning Commission on October 14, 2014 and was seeking approval from City Council on November 19, 2014. Since the approval from the Planning Commission, two small modifications to the building's design have occurred.

First, two vestibules have been added at the entry or South Elevation. These are required by the International Energy Conservation Code (IECC), which the City of Las Vegas has adopted. These vestibules add a total of 160 square feet to the building bring the total square footage up from 5,459 square feet to 5,619 square feet.

Secondly, a minor design change involving the roof shape has occurred. In order to create a more appealing and inviting entry, a sloped metal roof has been added to the south elevation. This will also help shade the building for thermal performance. The overall heights are maintained and still meet the criteria of the initial submission.

In order to allow for re-notification purposes, our request for abeyance is to be heard at City Council on December 17, 2014.

Sincerely,
Mullen Heller Architecture, PC

Douglas Heller, AIA, LEED AP

Mullen Heller Architecture PC

924 Park Avenue SW Suite B
Albuquerque New Mexico 87102
505 268 4144 [p] 505 268 4244 [f]

**RECEIVED 10/28/14
ZON-55758, VAR-55760 &
SDR-55761**

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PETS' RX NEVADA, INC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-55758	Staff recommends APPROVAL.	N/A
VAR-55760	Staff recommends APPROVAL, subject to conditions:	ZON-55768
SDR-55761	Staff recommends APPROVAL, subject to conditions:	ZON-55758 VAR-55769

** CONDITIONS **

VAR-55760 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-55758) and Site Development Plan Review (SDR-55761) 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-55761 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-55758) and Variance (VAR-55760) 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 landscape plan and construction phasing plan, date stamped 09/09/14, and site plan, floor plans, and building elevations, date stamped 09/15/14, except as amended by conditions herein.

4. A Waiver from Title 19.08.070 is hereby approved, to allow a six-foot wide landscape buffer along a portion of the west property lines where a 10-foot wide buffer is required.

5. An Exception from Title 19.08.110(12)(b) is hereby approved, to allow six parking lot landscape island trees where seven trees are required.

6. An Exception from Title 19.08.110(12)(a) is hereby approved, to allow one of the seven parking lot island to be two-foot where five feet is required.

7. All operations and activities shall be in accordance with LVMC Title 7.

8. 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.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

11. 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.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. In accordance with code requirements of Title 13.56, remove all substandard public street improvements and unused driveway cuts, including all sidewalk ramps adjacent to this site, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

15. The proposed new driveways accessing this site from Yale Street and Decatur Boulevard are hereby approved as Deviations of Standards for throat depth, but must comply with Standard Drawing #235. Any further deviations, if any, to width or ingress/egress radii will require separate approval from the City Engineer.

16. Landscape and maintain all unimproved right-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility.

18. 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-55761) for a proposed 5,459 square-foot, two-story Animal Hospital or Clinic (with no Outside Pens) on 0.32 acres at 1117 North Decatur Boulevard. There is an existing animal hospital on site that will be demolished and the three parcels [two are zoned C-1 (Limited Commercial) and one is zoned P-R (Parking and Office)] will be combined into a single parcel. All three parcels have the General Plan land use designation of SC (Service Commercial). The applicant has requested to Rezone (ZON-55758) the southern parcel (APN 138-25-613-043) to C-1 (Limited Commercial). This rezoning action will allow for the consolidation of the three lots into one and development of this site. There is a residential adjacency setback Variance (VAR-55760), landscape buffer width Waiver and two parking lot landscape design Exceptions that are required to proceed with this application. The requested Waiver and Variance are warranted due to the shallowness of the lot and the Exceptions are acceptable, as they are minor in nature. Additionally, the applicant has submitted a phasing plan that will allow the existing animal hospital to remain open during all phases of construction. Staff recommends approval of all requested applications, with conditions for all but the Rezoning request. If denied, the project as proposed could not be constructed on the site.

ISSUES

- The site currently consists of three parcels with an animal hospital built across two them with the third parcel utilized as a parking lot. The applicant intends to construct a new animal hospital and redesign the site, which requires a Site Development Plan Review.
- The site consists of three separate lots (parcels) that require a mapping action to be combined into a single lot.
- A Variance is required to allow a residential adjacency setback of 66 feet where 85 feet is required.
- One of the three parcels is zoned P-R (Professional Office and Parking). A Rezoning from P-R (Professional Office and Parking) to C-1 (Limited Commercial) is required at allow the applicant to construct an Animal Hospital, Clinic or Shelter (with no Outside Pens).
- An Animal Hospital, Clinic or Shelter (with no Outside Pens) is a Conditional Use in the C-1 (Limited Commercial) zoning district.
- The applicant intends to keep the existing animal hospital open while the new building is constructed. This request requires an approved construction phasing plan.
- A complaint was forwarded to Code Enforcement for outside storage (a cargo container) on the west side of the building.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/08/71	The Board of City Commissioners approved a Rezoning (Z-0067-71) request of the property from R-1 (Single Family Residence) to P-R (Professional Offices and Parking) for the property generally located on the west side of Decatur Boulevard, 75 feet north of Carmen Boulevard at 1104 North Yale Street. The Planning Commission recommended approval.
12/04/74	The Board of City Commissioners approved a Rezoning (Z-0051-74) request from R-1 (Single Family Residence) to C-1 (Limited Commercial) and a Plot Plan Review (Z-0021-74) for property generally located on the west side of Decatur Boulevard between Carmen Boulevard and Westmoreland Drive, 270 feet north of Carmen Boulevard, extending west to Yale Street.
02/19/75	The City Council approved a Review of Conditions [Z-0051-74(1)] to allow emergency access on Yale Street. Staff recommended approval.
04/27/95	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0051-74) (2)] request for a temporary trailer to be used in conjunction with an existing animal hospital on the property located at 1117 North Decatur Boulevard. Staff recommended approval.
01/25/95	The Planning Commission approved a Plot Plan Review and Building Elevations [Z-0021-74(4) and Z-0051-74(3)] requests for a cellular transmission facility at 1117 North Decatur Boulevard. Staff recommends approval.
09/16/14	A complaint was forwarded to Code Enforcement for outside storage (a cargo container) on the west side of the building.
10/14/14	The Planning Commission (6-0-1 vote/rt) recommends APPROVAL of a request for a Rezoning (ZON-55758) FROM: P-R (Professional Office And Parking) TO: C-1 (Limited Commercial), Variance (VAR-55760) to allow a residential adjacency setback of 66 feet where 85 feet is required for a proposed 5,459 square-foot animal hospital, clinic or shelter (with no outside pens) and a Site Development Plan Review (SDR-55761) for a proposed 5,459 square-foot animal hospital, clinic or shelter (with no outside pens) with a waiver to allow a six-foot landscape buffer along a portion of the west property line where ten feet is required on 0.32 acres located at 1117 North Decatur Boulevard.

Most Recent Change of Ownership	
07/07/94	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1975	The existing building was constructed.
11/08/00	A business license (G50-06784) was for General Retail Sales at 1117 North

	Decatur Boulevard. The license was placed for collections as of 09/17/14.

Related Building Permits/Business Licenses	
07/15/06	A business license (P55-01701) was issued for Professional Services (a Veterinary Clinic) at 1117 North Decatur Boulevard. The license is active as of 09/17/14.

Pre-Application Meeting	
08/19/14	A pre-application meeting was held with the applicant's designated representative and the following was discussed: 1. The submittal requirements for a Site Development Plan Review to remove the existing animal hospital and relocate it on the north end of the site. 2. The rezoning of the southern parcel and the remapping of APNs (138-25-613-043, 044 and 045) into a single parcel. 3. The plans to have the existing animal hospital remain open while the new facility is constructed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/28/14	Staff conducted a field check of the site and there is an existing animal hospital with non-permitted outside storage (a cargo container), a trash container in the parking lot without an enclosure and limited perimeter landscaping.

Details of Application Request	
Site Area	
Net Acres	0.32

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Animal Hospital Clinic or Shelter (with no Outside Pens)	SC (Service Commercial)	C-1 (Limited Commercial) P-R (Professional Office and Parking)
North	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
South	Office, Medical or	SC (Service	P-R (Professional Office

	Dental	Commercial)	and Parking)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Commercial Recreation/Amusement (Outdoor)	PF (Public Facilities)	C-V (Civic)
West	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 (105 Feet)	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

Pursuant to 19.08.070 , the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	105 Feet	Y
Min. Setbacks			
• Front (Decatur Boulevard)	10 Feet	10 Feet	Y
• Side	10 Feet	10 Feet	Y
• Front (Yale Street)	10 Feet	10 Feet	Y
Max. Lot Coverage	50 %	38 %	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.08.040, the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	85 Feet	66 Feet	N*
Trash Enclosure	50 Feet	94 Feet	Y

*A residential adjacency setback Variance accompanies this application.

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 / 24 Linear Feet	6 Trees	6 Trees	Y
• South	1 Tree / 24 Linear Feet	6 Trees	6 Trees	Y
• East	1 Tree / 24 Linear Feet	6 Trees	6 Trees	Y
• West	1 Tree / 24 Linear Feet	6 Trees	6 Trees	Y
TOTAL PERIMETER TREES		**24 Trees**	**24 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	7 Trees	6 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		8 Feet	Y
• South	8 Feet		10 Feet	Y
• East	10 Feet[1]		10 Feet	Y
• West	10 Feet[1]		6 Feet[2]	N
Wall Height	6 to 8 Feet Adjacent to Residential		6 Feet	Y

*When a principal structure is built at a less restrictive building setback, the setback shall prevail.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Decatur Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	112	Y
Yale Street	Local Street	N/A	51	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	
Animal Hospital, Clinic or Shelter (with Outside Pens)	8 Employees	1 SP Per 2 On-Duty Employees	4				

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
	2 Doctors	1 SP Per Doctor	2				
	4 Exam Room	1 SP Per Exam Room	4				
TOTAL SPACES REQUIRED			10		14		Y
Regular and Handicap Spaces Required			9	1	13	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
To provide a 10-foot wide landscape buffer along the west property line.	To allow a six-foot wide landscape buffer along a portion of the west property line.	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Provide one five-foot wide landscape finger and one 24-inch box tree throughout the parking lot (seven total landscape fingers for this site).	To allow one of the seven parking lot landscaping fingers to be two-foot in width and not provide a 24-inch box tree in said parking lot finger.	Approval

ANALYSIS

This application is for a Site Development Plan Review for a proposed 5,459 square-foot Animal Hospital, Clinic or Shelter (with no Outside Pens) use. The site consists of three parcels, one of which is zoned P-R (Professional Office and Parking) and the others are zoned C-1 (Limited Commercial). There is a Rezoning application to change the zoning from P-R to C-1. The three lots are shallow and as submitted the project requires a residential adjacency setback Variance, a landscape buffer width Waiver and two landscape parking lot design Exceptions.

The Animal Hospital, Clinic or Shelter (with no Outside Pens) use is a conditional use in the in the C-1 (Limited Commercial) zoning district. The southern parcel is zoned P-R (Professional Office and Parking). The intent is to rezone said parcel to C-1 (Limited Commercial) and combine the three separate parcels (or lots) into a single lot. The General Plan designation for all three parcels is SC (Service Commercial). The proposed rezoning is consistent with the General Plan designation of SC (Service Commercial) and the surrounding neighborhood; therefore, staff supports the rezoning of the southern parcel.

Remapping of the site will be necessary to combine the three existing lots into a single lot, which will allow for the building to be placed in the proposed location. The property will be a single through lot (or double frontage lot), in which the building setback along both Decatur Boulevard and Yale Street is 10 feet. The proposed animal hospital will be constructed in a way that conforms to the most of the development standards in the C-1 (Limited Commercial) zoning district, provided the condition of approval to consolidate the platted lots that make up the site is exercised.

There are single-family properties to the west the site that are protected from nonresidential development by Title 19.08.040. The submitted elevations fail to meet the 3:1 Proximity Slope line on the northwest elevations. To meet the required slope the building would need to be setback 88 feet instead of the 66 feet provided. Staff supports the requested Variance due to the shallow depth of this lot.

The architectural design of the building is modern. The building has clean lines and utilizes a simple color palette and building material. The building elevations are broken by varying the wall heights, widows, window treatments, and stucco pop-outs. The building orientation is to the south and designed in a manner that is accessible by vehicle and pedestrian traffic from Decatur Boulevard and Yale Street.

The site is located mid-block. Staff determined the existing attached five-foot sidewalk is acceptable, as it matches the existing improvements of the properties to the north and south. Also, a four-foot wide by approximately 26-foot long portion of the western landscape buffer will be utilized for an outdoor patio and secondary entrance. Said area represents a 40 percent reduction in required in landscape buffer, which requires a landscape buffer Waiver. Staff supports the Waiver due to the shallow depth of this lot.

The perimeter landscaping is a mix of native and drought tolerant landscaping. The use of Desert Willows and Chinese Pistache trees will provide pink flowers during the spring and splashes of reds in the fall with a constant green provided by the Afghan Pine. The accompanying shrubs will provide blooms of reds and yellows throughout the spring and summer. The parking lot landscaping will utilize the same plant palette minus the Afghan Pine. An Exception is required to allow one of the seven parking lot islands (fingers) to be reduced to two feet in width. An additional Exception is required to not provide a 24-inch box tree in said landscape island.

Staff supports the requests, as both Exceptions are minor in nature and the proposed landscape will be an improvement to the area. In short, other than the waiver and two exceptions, the proposed landscape improvements along Decatur Boulevard and Yale Street meet the minimum standard required by code.

Circulation around the site is logical and easily maneuverable. Primary access to the site will be from a right-in, right-out driveway along Decatur Boulevard, with secondary access provided from a two-way access driveway along Yale Street.

The Animal Hospital, Clinic or Shelter (with no Outside Pens) use is a conditional use in the in the C-1 (Limited Commercial) zoning district. The use is defined by Title 19.12 as "A facility that: 1. Provides medical or surgical treatment for animals or pets, as well as shelter and care during the time of such treatment; 2. Does not use any outdoor pens in providing such shelter and care."

The proposed use meets the definition, per the site plan and justification letter the applicant intends to construct a new "animal hospital" with no outside pens.

The Conditional Use Requirements for this use include:

1. The use shall have access to a collector street or larger.

   The proposed use meets this requirement, as the site has direct access to Decatur Boulevard, a 100-foot Primary Arterial.

2. Animals shall be confined within an enclosed building at all times.

   The proposed use meets this requirement, as the submitted site and floor plans illustrate that no outside pens exist.

3. The building shall be designed to provide complete sound barriers and odor protection for adjacent properties.

   This requirement should be met based on the drawing submitted and ongoing regular inspections that will occur through the licensing process.

4. Rooms containing cages or pens are not permitted to have windows, doors or other penetrations on exterior walls adjacent to residences.

   The proposed use meets this requirement, as the submitted floor plans and elevations do not have windows, doors or other penetrations on the exterior walls adjacent to residences.

5. Noise levels must comply with the applicable provisions of LVMC Title 7.

   The site is an existing animal hospital with no Code Enforcement violation for noise. Also, compliance with this requirement is ensured through regular inspections that occur through the licensing process. Additionally, a condition of approval has been added requiring compliance with LVMC Title 7.

6. No more than 25% of the floor area may be used for the boarding of animals.

   The proposed use meets this requirement, as the submitted floor plans illustrate approximately six percent (or 351 square feet) of the floor area will be utilized for the boarding of animals.

The proposed Animal Hospital, Clinic or Shelter (with no Outside Pens) use meets all the Conditional Use requirements detailed in Title 19.12.

In summation, for the above reasons staff recommends approval the requested Waiver, Exceptions, Site Development Plan Review (SDR-55761) and Variance (VAr-55760) with Conditions and Rezoning (ZON-55758) without conditions.

FINDINGS (ZON55758)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. The proposal conforms to the General Plan.

The proposed C-1 (Limited Commercial) zoning classification is in conformance with the SC (Service Commercial) Land Use designation of the General Plan for the subject site.

2. The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.

The site is located in an area along Decatur Boulevard that mostly has a mix of residential, office, commercial, and civic uses. The proposed C-1 (Limited Commercial) zoning district is appropriate for this site, as typical uses in C-1 (Limited Commercial) zoning district are low to medium intensity retail, office or other commercial uses that serve primarily local area patrons. The C-1 zoning district allows an Animal Hospital, Clinic or Shelter (with no Outside Pens) as a conditional use. The existing and proposed use of an animal hospital meets the intended use.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The existing animal hospital has outgrown the building onsite. The applicant intent is to redevelop the existing site for the same use in a more efficient manner. The rezoning of the southern parcel is consistent and appropriate for this area.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site is a double frontage lot with direct access to Decatur Boulevard, a 100-foot right-of-way and Yale Street a 51-foot right-of-way. Both roadways should have adequate access to accommodate the existing and proposed use of an animal hospital.

FINDINGS (VAR-55760)

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's request is within the realm of NRS Chapter 278 for granting this Variance, due to the shallow depth of the lots along Decatur Boulevard and Yale Street. The reduced residential adjacency setback along Yale Street will allow more space to be utilized on the site for parking, landscaping and the trash enclosure to meet most of Title 19 requirements. Staff agrees that the hardship requested in this case is valid and therefore recommends approval of this Variance.

FINDINGS (SDR-55761)

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;**

   Development along this portion of Decatur Boulevard consists mainly of single-story medical offices, ancillary personal services and retail building with a few two-story buildings to accommodate said uses. The existing and proposed Animal Hospital, Clinic or Shelter (with no Outside Pens) is compatible with neighborhood and 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 development is mostly compliant with City plans and standards. The applicant has requested a landscape buffer width Waiver and two parking lot landscape design Exceptions. Staff supports the waiver due to a shallow lot and the landscape exceptions because a majority of the landscape complies with code and the exceptions are for one parking lot tree and the reduction of one parking lot island width.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Primary access is provided from the east by Decatur Boulevard and secondarily access is provided from the west by Yale Street. Traffic to and from the site is not expected to be consistently heavy, and this development is expected to add approximately 84 trips per day to the intersection of Washington Avenue and Decatur Boulevard, which accounts for less than a one percent increase in traffic on each street relative to its designed capacity.

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, architectural design characteristics and aesthetic features are not unsightly, undesirable or obnoxious in appearance. The proposed building will be visual improvement to the area and could be compatible with the existing neighborhood and surrounding area. The proposed landscape materials are drought tolerant and appropriate for the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Site development will be subject to permits and inspection, thereby safeguarding the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 181 - ZON-55758 & VAR-55760 [PRJ-55629] (By City Clerk)
181 - SDR-55779 [PRJ-55629] (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-55758 APN: _____

Name of Property Owner: Pets Rx, Inc.

Name of Applicant: Charles Nicholls

Name of Representative: Doug Heller

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: Bob Antin

Subscribed and sworn before me

This 9th day of September, 20 14

_____

Notary Public in and for said County and State

PRJ-55629
09/09/14

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 9th day of September, 2014, by Bob Antin,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

STEPHEN J. SPEREDELOZZI
Commission # 2057044
Notary Public - California
Los Angeles County
My Comm. Expires Mar 6, 2018

(Seal) Signature

ZON-55758

PRJ-55629
09/09/14

CLV Planning - Application Form

Application Number:	PRJ-55629
Application/Petition For:	Rezoning, SDR, VAR, and SUP
ProjectAddress (Location):	1117 NORTH DECATUR BLVD
Project Name	VCA NORTH DECATUR ANIMAL HOSPITAL
Assessors Parcel #(s):	13825613043, 13825613044, 13825613045
Ward #:	WARD 1 (LOIS TARKANIAN), WARD 5 (RICKI Y. BARLOW)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	Charles
Applicant Last Name:	Nicholls
Applicant Address:	12401 West Olympic Blvd
Applicant City:	Los Angeles
Applicant State:	California
Applicant Zip:	90064
Applicant Phone:	310-571-6422
Applicant Fax:	
Applicant Email:	charles.nicholls@vcaantech.com
Rep First Name:	Doug
Rep Last Name:	Heller
Rep Address:	924 Park Ave SW Suite B
Rep City:	Albuquerque
Rep State:	New Mexico
Rep Zip:	87102
Rep Phone:	(505) 268-4144
Rep Fax:	
Rep Email:	doug@mullenheller.com

ZON-55758, VAR-55760 & SDR-55761

CLV Planning - Application Form

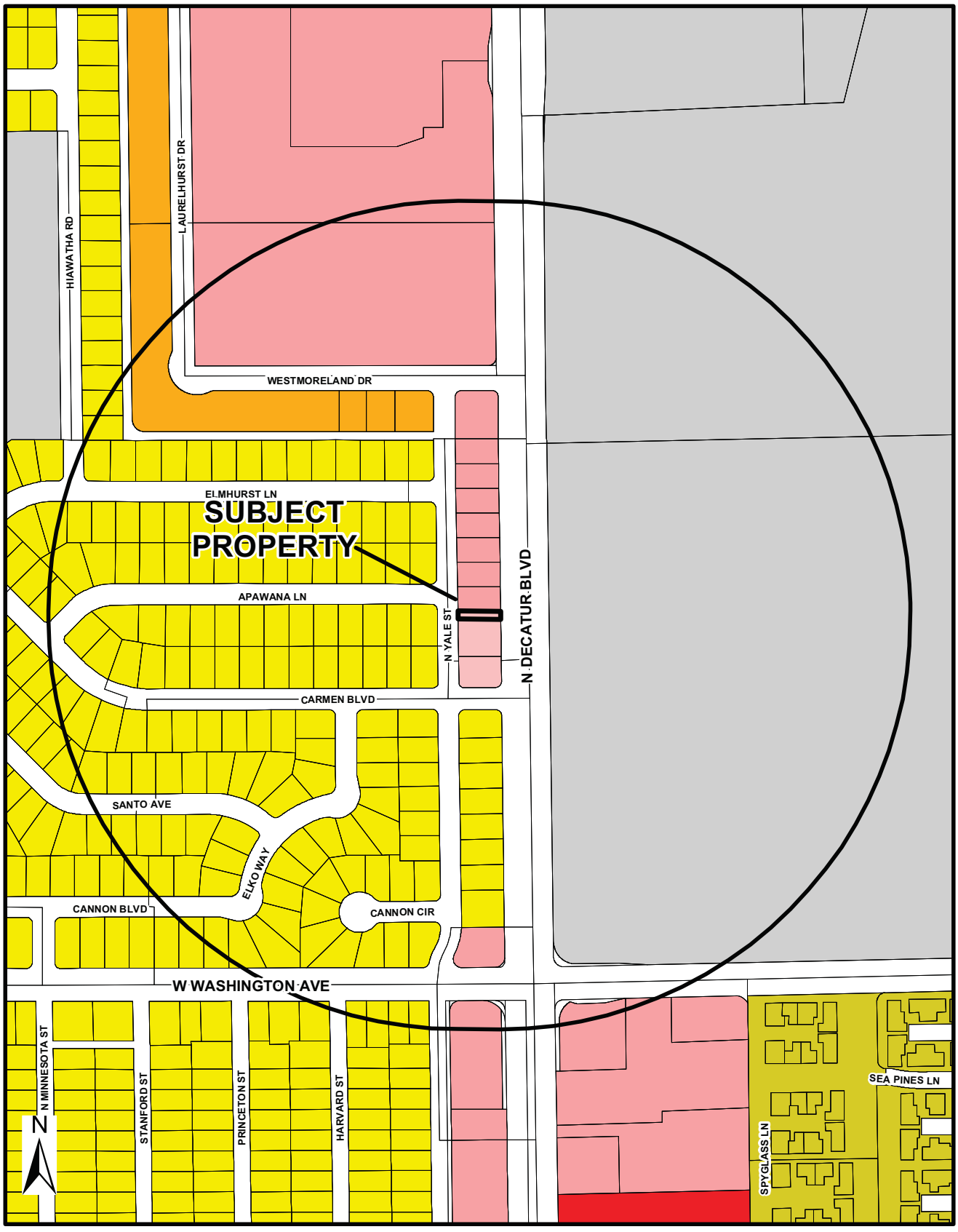
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application 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. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2
PETS R X NEVADA INC	12401 W OLYMPIC BLVD	LOS ANGELES, CA 90064-1022

CLVEPLAN Applicant	Company	Title	Email
Antonio Vigil	Mullen Heller Architecture P.C.	Project Manager	antonio@mullenheller.com

ZON-55758, VAR-55760 & SDR-55761

ZON-55758



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM P-R TO C-1

ZON-55758

Subject Property

1000ft Buffer

City Limits

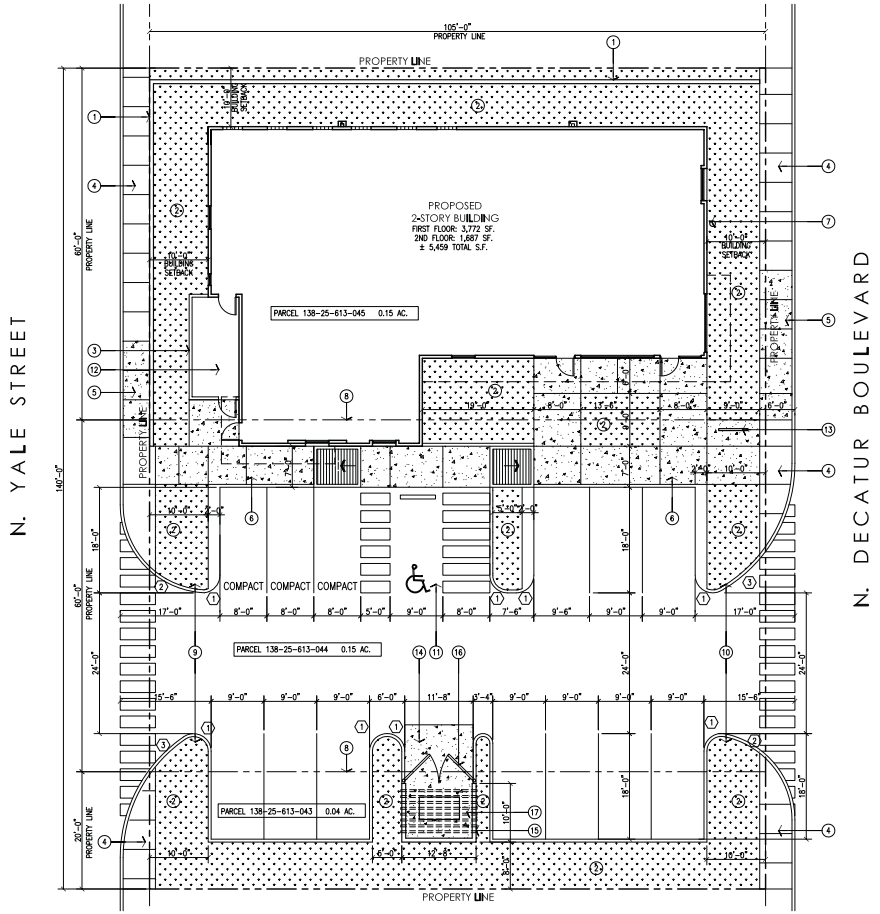
PRJ-55629
09/02/14

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, August 28, 2014

KEYED NOTES:

[1] NEW 6'-0" TALL CMU SCREEN WALL.
[2] NEW LANDSCAPE. SEE LANDSCAPE PLAN.
[3] NEW 8'-0" TALL CMU YARD WALL.
[4] EXISTING PUBLIC SIDEWALK TO REMAIN.
[5] REMOVE EXISTING DRIVEWAY AND REPLACE WITH NEW CONCRETE PUBLIC SIDEWALK TO MATCH EXISTING.
[6] NEW CONCRETE SIDEWALK.
[7] EXISTING MONUMENT SIGN TO BE RELOCATED.
[8] EXISTING PROPERTY LINE TO BE REMOVED.
[9] NEW CITY STANDARD PAN DRIVEWAY PER DETAIL 224.
[10] NEW CITY STANDARD PAN DRIVEWAY PER DETAIL 222.1.
[11] NEW HANDICAP VAN ACCESSIBLE PARKING SPACE.
[12] NEW OUTDOOR PET WALKING PATIO.
[13] NEW BIKE RACK.
[14] NEW CONCRETE DUMPSTER PAD.
[15] NEW 6'-0" TALL CMU DUMPSTER ENCLOSURE.
[16] NEW SOLID METAL DUMPSTER ENCLOSURE GATE.
[17] WOOD TRELLIS ABOVE DUMPSTER ENCLOSURE.



1 Architectural Site Plan
Scale: 1"=10'-0"

10' 0 5' 10' 20' 40'

RADIUS INFORMATION:

1 3'-0" RADIUS
2 15'-0" RADIUS
3 25'-0" RADIUS

SITE DEVELOPMENT DATA:

ADDRESS:
1117 N. DECATUR BOULEVARD
LAS VEGAS, NEVADA 89108

PARCELS:
138-25-613-043 0.04 AC.
138-25-613-044 0.15 AC.
138-25-613-045 0.15 AC.

NEIGHBORHOOD:
GOLFRIDGE TERRACE
LOT 5, 4 AND PORTION OF 3

LAND AREA:
0.34 ACRES (14,700 SQ. FT.)

PARCEL OWNER:
(ALL LISTED PARCELS: ...043, 044 AND 045)
PETS RX NEVADA INC.
12401 W. OLYMPIC BOULEVARD
LOS ANGELES, CALIFORNIA 90064-1022

CURRENT ZONING:
138-25-613-043: P-R PROFESSIONAL OFFICE
138-25-613-044: C-1 LIMITED COMMERCIAL
138-25-613-045: C-1 LIMITED COMMERCIAL

CURRENT AND PROPOSED USE:
– ANIMAL CLINIC

BUILDING AREA:

FIRST FLOOR:	3,772 SF.
2ND FLOOR:	1,687 SF.
TOTAL BUILDING SF.	5,459 SF.

PARKING CALCULATIONS:
PER CLV UNIFIED DEVELOPMENT CODE CHAPTER 19.12:
ANIMAL CLINIC (WITH NO OUTSIDE PENS).

1 SPACE PER 2 ON DUTY EMPLOYEES:
8 EMPLOYEES = 4 REQUIRED SPACES

1 SPACE PER DOCTOR:
2 DOCTORS = 2 REQUIRED SPACES

1 SPACE PER EXAM ROOM:
4 EXAM ROOMS = 4 REQUIRED SPACES

TOTAL REQUIRED SPACES 10 REQUIRED SPACES

TOTAL PARKING SPACES REQUIRED: = 10 SPACES
TOTAL PARKING SPACES PROVIDED: = 14 SPACES

10 REGULAR SPACES
3 COMPACT SPACES (30% ALLOWED)
1 HANDICAP VAN PARKING SPACE

DISABLED PARKING REQUIREMENTS:
TOTAL DISABLED SPACES REQUIRED = 1 SPACES
TOTAL DISABLED SPACES PROVIDED = 1 SPACES

VICINITY MAP:



AERIAL MAP:



PRJ-55629
09/15/14

Mullen Heller Architecture P.C.
924 Park Avenue SW
Suite B
Albuquerque 87102
505 268 4144 [p]
505 268 4244 [f]

rev. date by revision

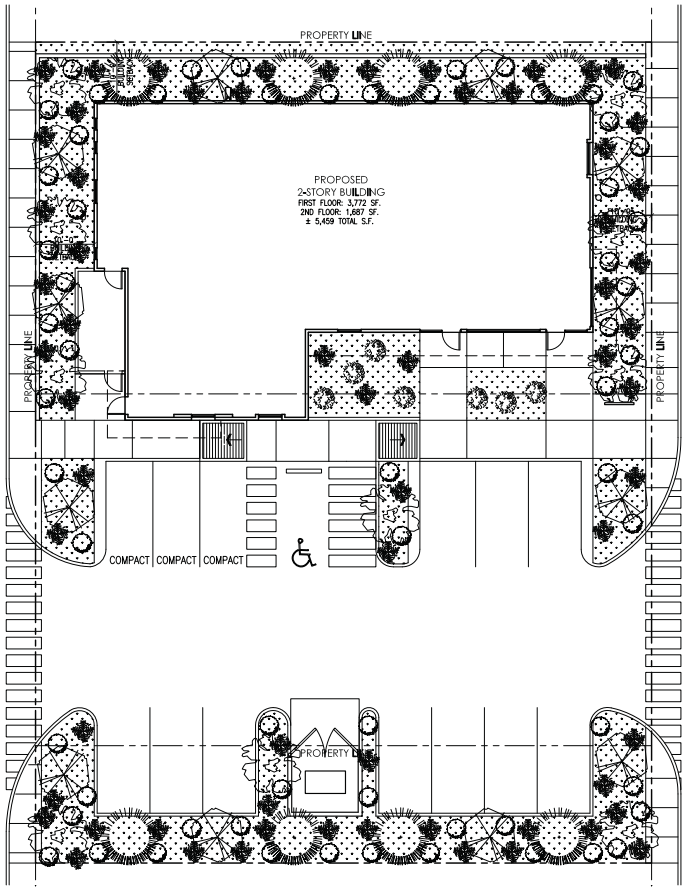
job number 1304
drawn by RK
project manager Douglas Heller, AIA
date 7.25.2014

project title:
VCA Decatur Animal Hospital
1117 N. Decatur Boulevard
Las Vegas, Nevada 89108

sheet title:
Architectural Site Plan

sheet:
A001

ZON-55758, VAR-55760 & SDR-55761 - REVISED



N. YALE STREET

N. DECATUR BOULEVARD

1 Landscaping Plan
Scale: 1"=10'-0"
10' 0 5' 10' 20' 40'

GENERAL LANDSCAPING NOTES:
[1] PRIOR TO BEGINNING WORK ON THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT IN THE FIELD WITH THE OWNER'S REPRESENTATIVE.
[2] IF DISCREPANCIES OCCUR BETWEEN THE DRAWINGS AND THE SITE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR CLARIFICATION PRIOR TO PROCEEDING ON THAT PORTION OF WORK.
[3] ALL PLANTING AREAS ARE TO HAVE WEEDS AND COMPETITIVE VEGETATION REMOVED PRIOR TO PREPARATION FOR PLANTING.
[4] ALL EXISTING PLANT MATERIALS SHALL BE PROTECTED DURING CONSTRUCTION. DAMAGED MATERIALS SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
[5] PLANT QUANTITIES ARE PROVIDED FOR CONTRACTOR'S CONVENIENCE ONLY. PLANS SHALL TAKE PRECEDENCE.
[6] THE OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT MATERIAL PRIOR TO PLANTING. IN ADDITION, THE OWNER REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL SEEMED UNACCEPTABLE. THE OWNER'S REPRESENTATIVE IS TO APPROVE ANY AND ALL SUBSTITUTIONS.
[7] IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF PLANTING OPERATIONS.
[8] MAINTENANCE OF LANDSCAPE AND IRRIGATION SHALL BE THE RESPONSIBILITY OF THE OWNER.

LANDSCAPE CALCULATIONS:		
TOTAL LOT AREA (SF) MINUS BLDG.	10,928	SF
LANDSCAPE REQUIREMENT:	x.20	
TOTAL LANDSCAPE REQUIRED:	2,186	SF
TOTAL LANDSCAPE PROVIDED:	3,871	SF

PLANT LEGEND

SYMBOL	QTY.	SCIENTIFIC NAME COMMON NAME	SIZE	INSTALLED SIZE MATURE SIZE	WATER USE
	12	CHILOPSIS LINEARIS 'BUBBA' DESERT WILLOW	24" BOX	10' HT. X 6' SPR. (2" CALIPER MIN.) 20' HT. X 25' SPR.	LOW +
	8	PINUS ELDARICA AFGHAN PINE	B&B	10' MIN HT. 30' HT. X 20 SPR.	MEDIUM
	10	PISTACHIA CHINENSIS CHINESE PISTACHE	3" B&B	10' HT. X 4' SPR. 35' HT. X 25' SPR.	MEDIUM
	64	BERBERIS FREMONTII FREMONTS BARBERRY	5-GAL.	6' O.C. 6' HT. X 6' SPR.	LOW
	62	CALLIANDRA ERIOPHYLLA PINK FAIRY DUSTER	5-GAL.	5' O.C. 2' HT. X 2' SPR.	LOW
	7	CHRYSOTHAMNUS VISCIDIFLORUS YELLOW RABBIT BRUSH	1-GAL.	2' O.C. 2' HT. X 2' SPR.	LOW
		NATIVE REVEGETATIVE SEED MIX (MIN. 2" GROUND COVER)			

PRJ-55629
09/09/14

ZON-55758, VAR-55760 & SDR-55761 - REVISED

Mullen Heller
Architecture P.C.
924 Park Avenue SW
Suite B
Albuquerque 87102
505 268 4144 [p]
505 268 4244 [f]

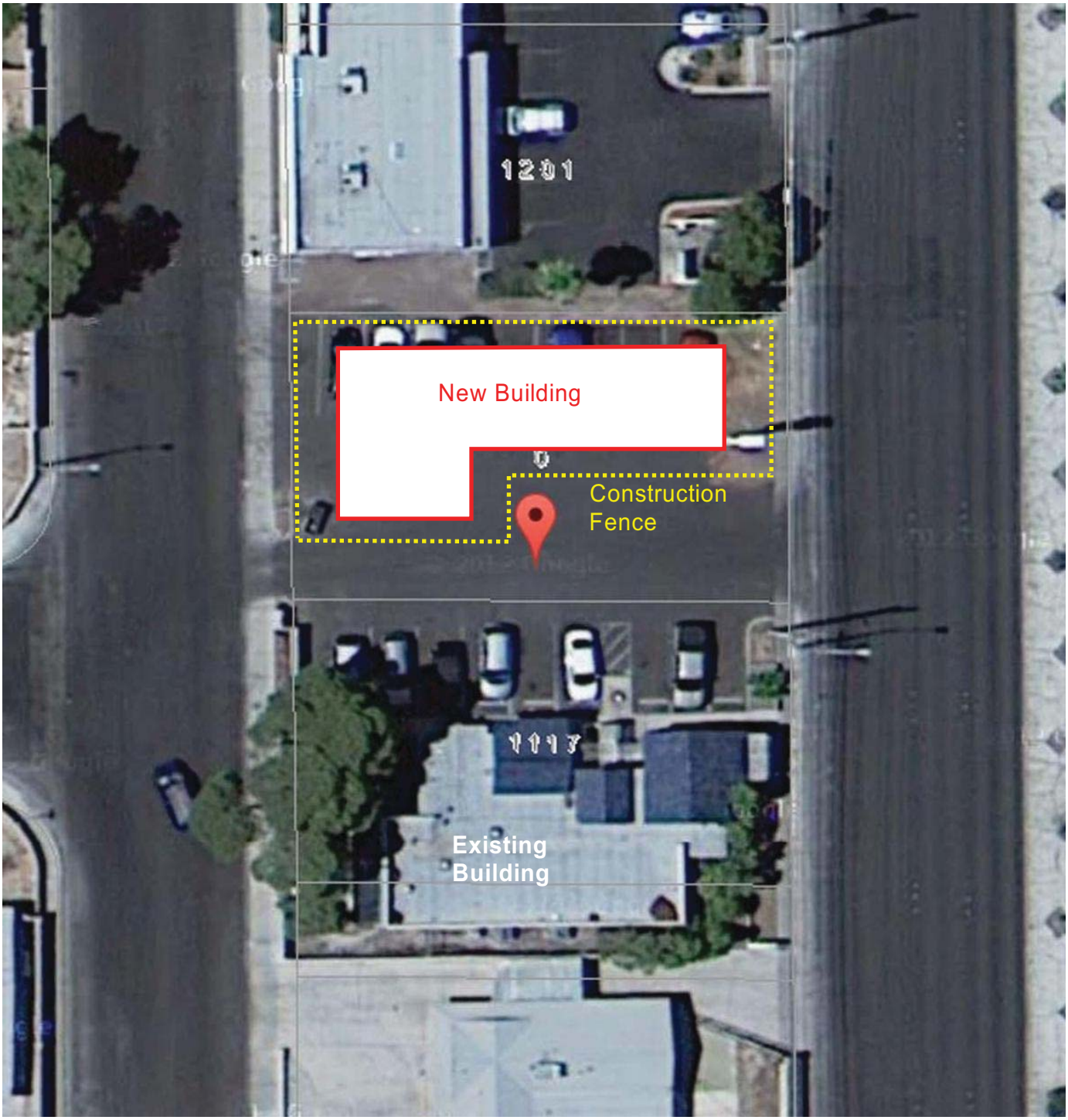
rev | date | by | revision

job number 1324 | drawn by RK | project manager Douglas Heller, AIA | date 7.25.2014

project title: VCA Decatur Animal Hospital
1117 N. Decatur Boulevard
Las Vegas, Nevada 89108

sheet title: Landscaping Plan

sheet: L001



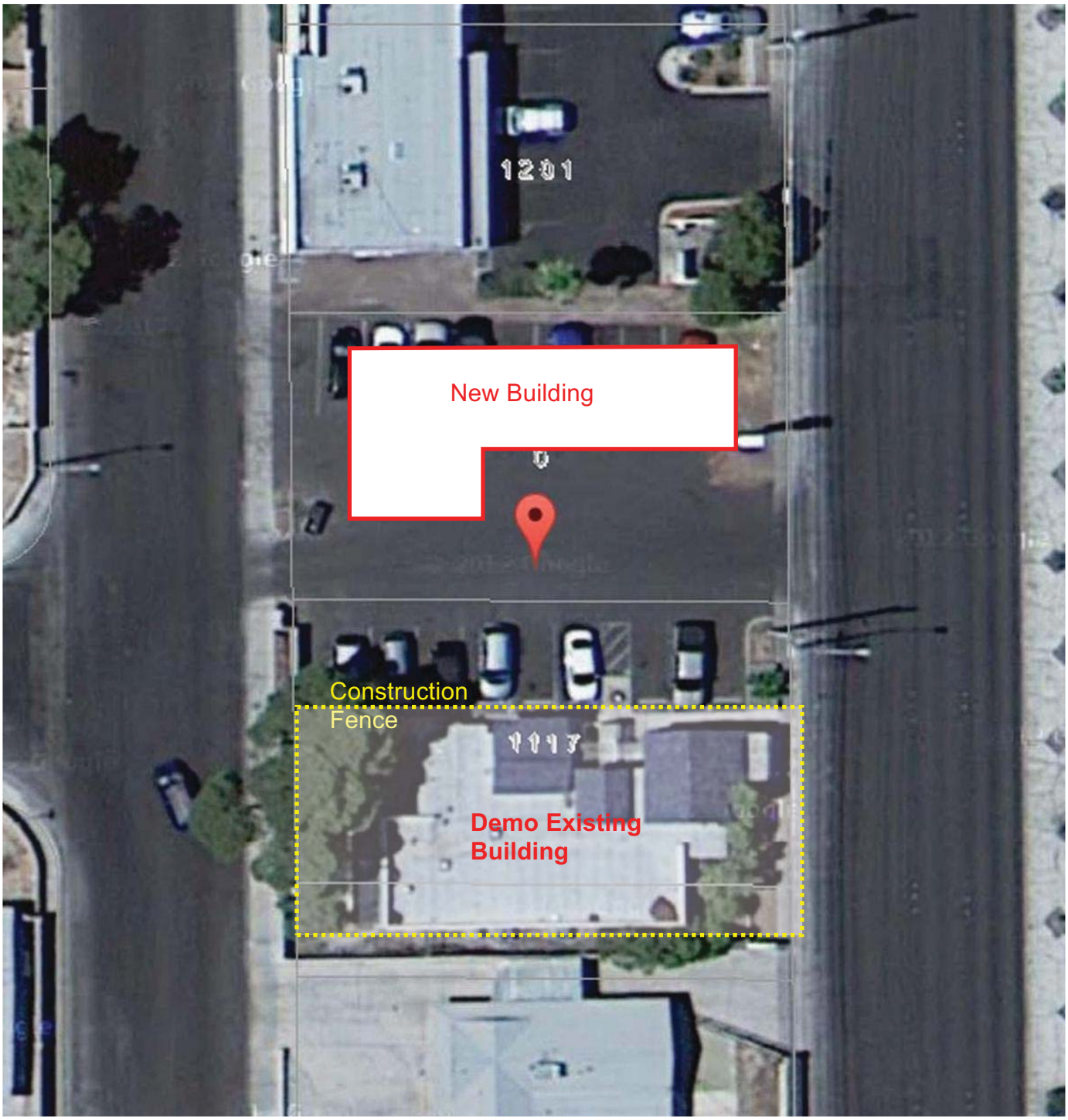
Not to Scale

Phase 1: Construct New Building - 7 months

The existing building to the south will remain operational. A construction fence will be provided around the new building construction to maintain site access and parking while this gets constructed.

ZON-55758, VAR-55760 & SDR-55761 - REVISED

PRJ-55629
09/09/14



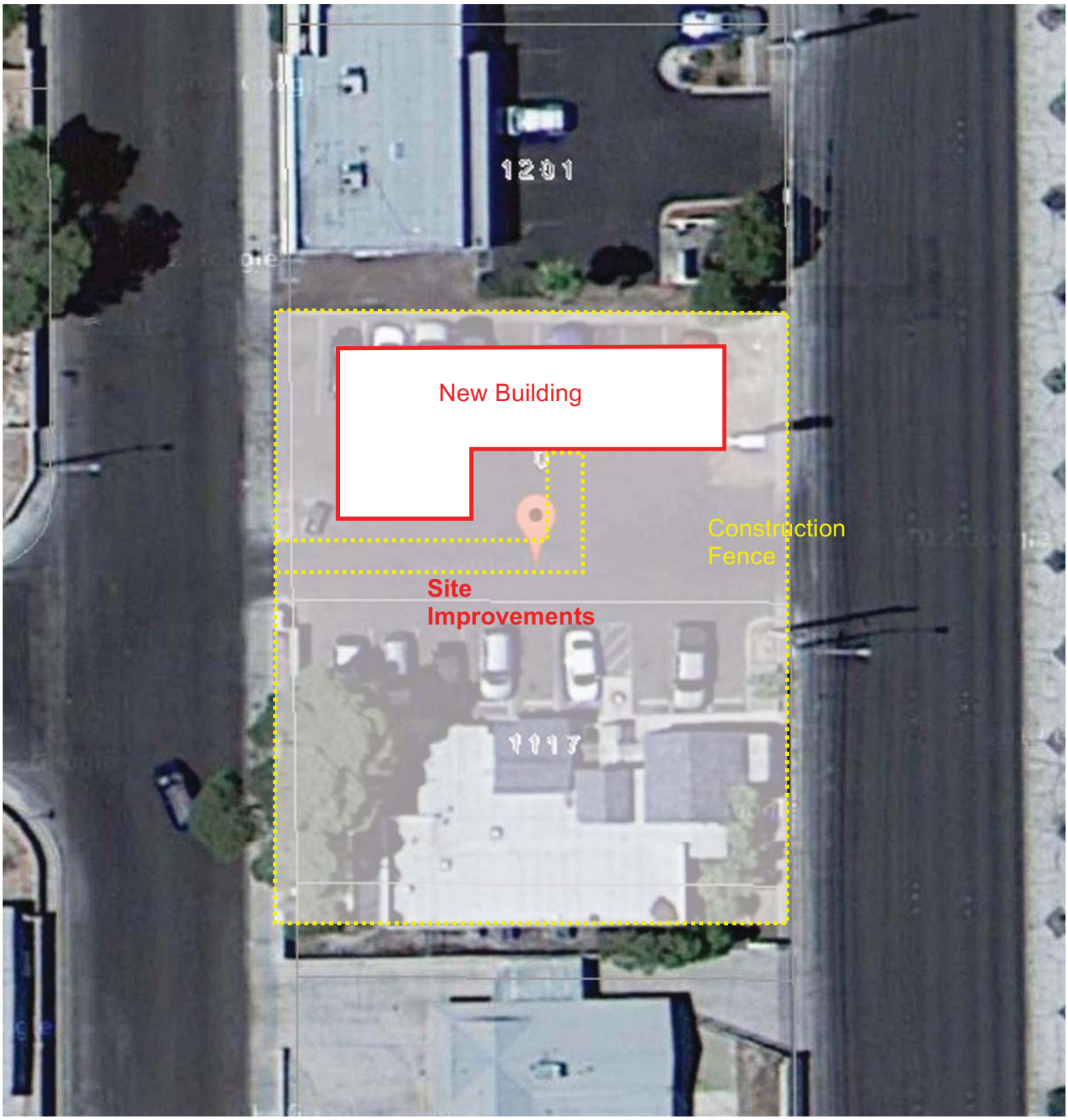
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Phase 2: Demolish Existing Building -1 month

The new building will be completed and ready for occupancy. After this, a construction fence will be established around the existing building and demolition of this is commence. Some of the original parking will be maintained for access.

ZON-55758, VAR-55760 & SDR-55761 - REVISED

PRJ-55629
09/09/14



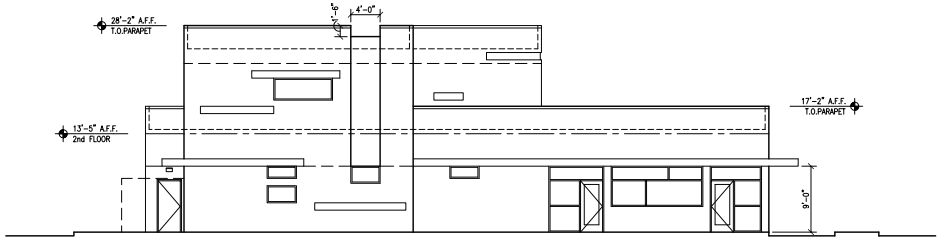
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Phase 3: Site Improvements - 1 month

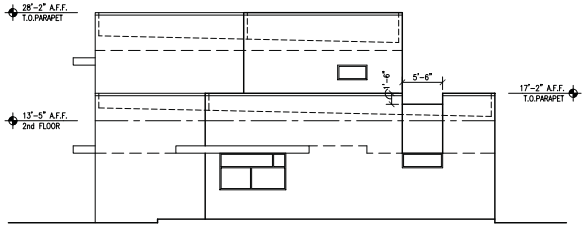
With the new building complete and the existing building demolished, the rest of the site improvements can occur, including asphalt paving, sidewalks, landscaping etc. At this time only on street parking will be provided and a safe path of travel designated to the front door of the new facility by a construction fence.

ZON-55758, VAR-55760 & SDR-55761 - REVISED

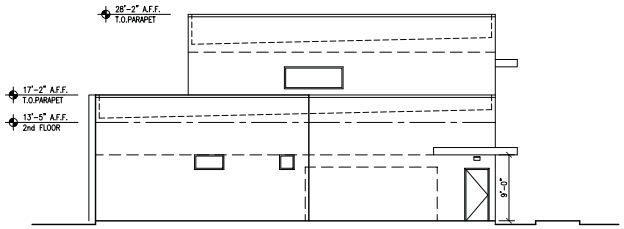
PRJ-55629
09/09/14



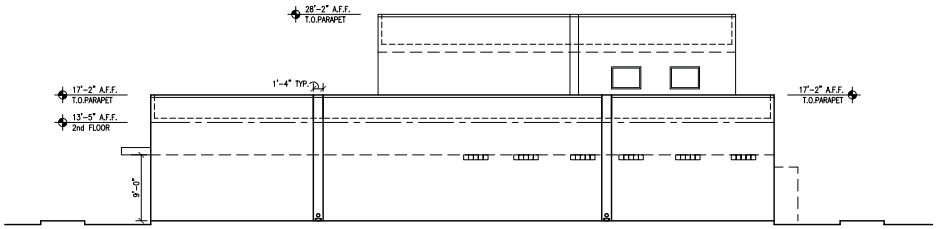
1 South Exterior Elevation
Scale: 1/8"=1'-0"



2 East Exterior Elevation
Scale: 1/8"=1'-0"



3 West Exterior Elevation
Scale: 1/8"=1'-0"



4 North Exterior Elevation
Scale: 1/8"=1'-0"

GENERAL NOTES:

[A] ALL DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD, UNLESS OTHERWISE NOTED.

[B] THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. IF DIMENSIONAL ERROR, VARIANCES, AND/OR CONFLICTS EXIST, AS DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS, OR CONDITIONS ARE ENCOUNTERED THAT ARE NOT COVERED IN THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE COMMENCING THAT PORTION OF THE WORK.

[C] ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH INTERNATIONAL BUILDING CODE AND ALL OTHER APPLICABLE MODEL CODES, LOCAL CODES, LAWS AND ORDINANCES.



PRJ-55629
09/15/14

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Mullen Heller
Architecture P.C.
924 Park Avenue SW
Suite B
Albuquerque 87102
505 268 4144 (p)
505 268 4244 (f)

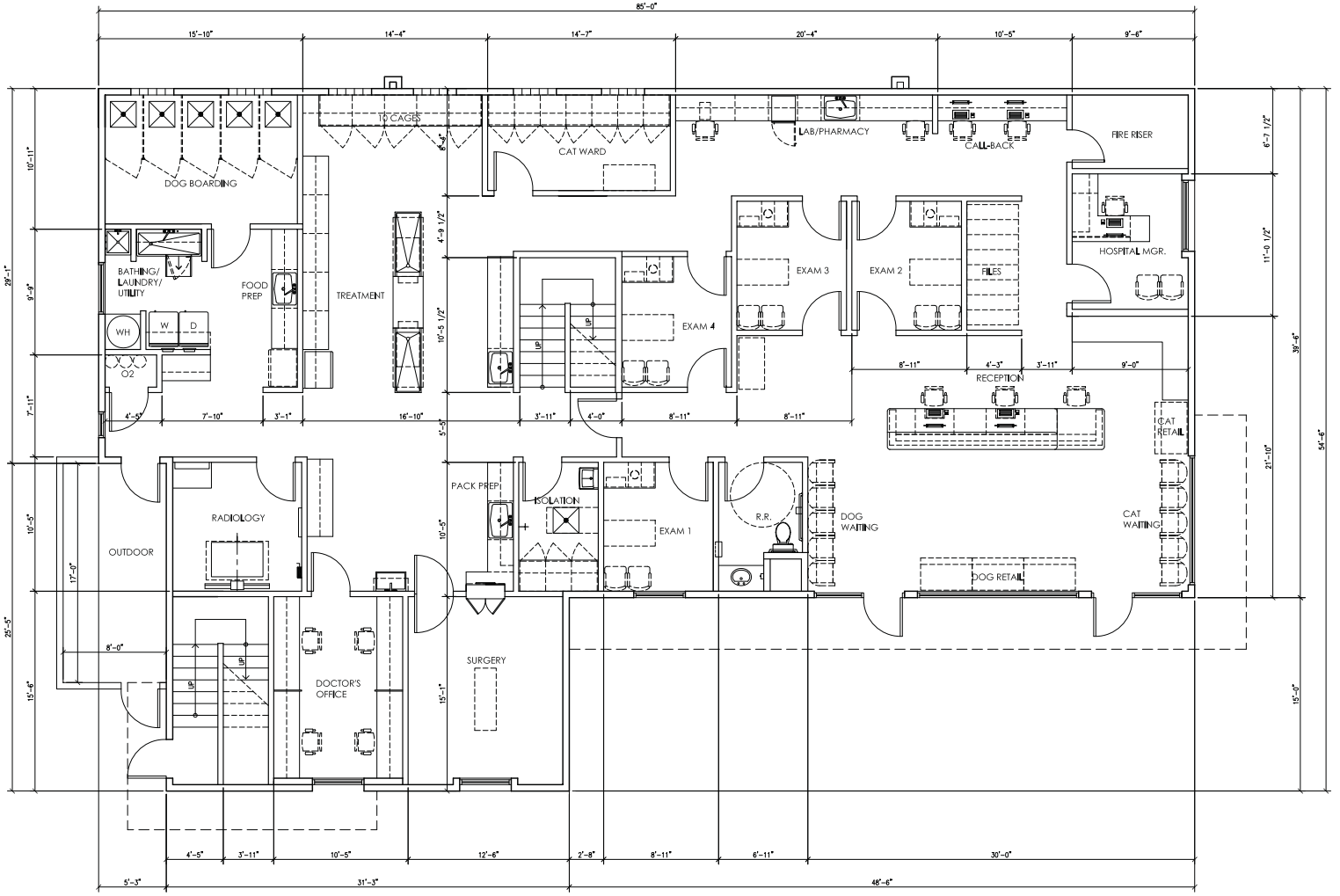
job number 1324
drawn by RV
project manager Douglas Heller, AIA
date 7.25.2014

project title
VCA Decatur Animal Hospital
1117 N. Decatur Boulevard
Las Vegas, Nevada 89108

sheet title
Exterior Elevations

sheet#
A401

ZON-55758, VAR-55760 & SDR-55761 - REVISED



GENERAL NOTES:
[A] BUILDING WILL BE EQUIPPED WITH FIRE SPRINKLER SYSTEM.

1 First Floor - Floor Plan
Scale: 1/4"=1'-0"

TRUE NORTH

5' 0 1' 5' 10' 20'

PRJ-55629
09/15/14

ZON-55758, VAR-55760 & SDR-55761 - REVISED

rev.	date	by	revision
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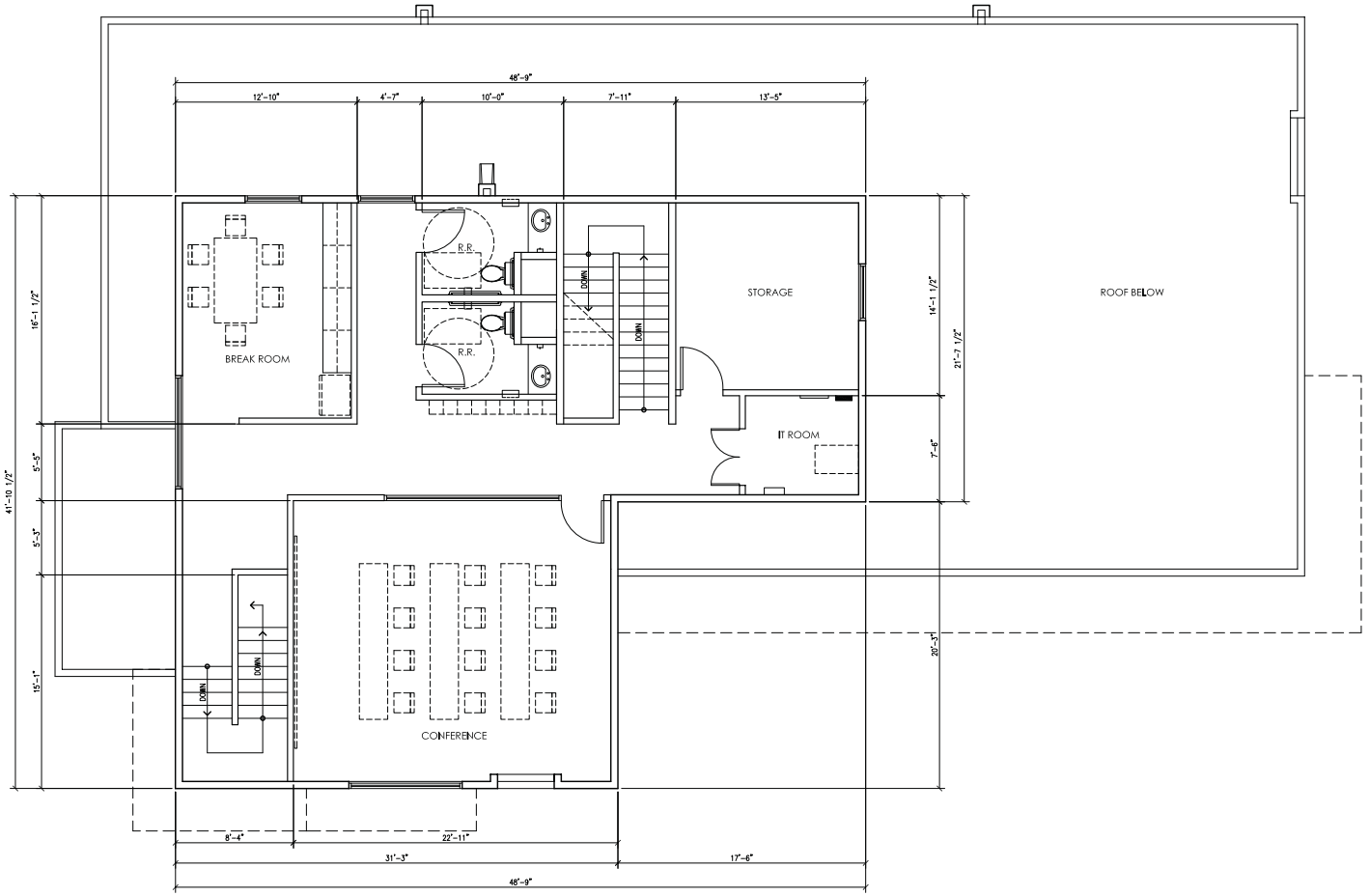
Mullen Heller Architecture P.C.
924 Park Avenue SW
Suite B
Albuquerque 87102
505 268 4144 [p]
505 268 4244 [f]

job number 1324
drawn by RK
project manager Douglas Heller, AIA
date 7.25.2014

project title
VCA Decatur Animal Hospital
1117 N. Decatur Boulevard
Las Vegas, Nevada 89108

sheet title
First Floor - Floor Plan

sheet#
A101



1 Second Floor - Floor Plan
Scale: 1/4"=1'-0"

TRUE NORTH

5' 0 1' 5' 10' 20'

PRJ-55629
09/15/14

rev. | date | by | revision

Mullen Heller Architecture P.C.
924 Park Avenue SW
Suite B
Albuquerque 87102
505 268 4144 (p)
505 268 4244 (f)

job number 1324
drawn by RK
project manager Douglas Heller, AIA
date 7.25.2014

project title
VCA Decatur Animal Hospital
1117 N. Decatur Boulevard
Las Vegas, Nevada 89108

sheet title
Second Floor - Floor Plan

sheet#
A102

ZON-55758, VAR-55760 & SDR-55761 - REVISED

SDR 55761
Charles Nicholls

1117 N. Decatur Blvd

Proposed 5.459 thousand square foot animal hospital.

Current Use

Average Daily Traffic (ADT)	ANIMAL HOSPITAL/VETERINARY CLINIC [1000 SF]	2.8	31.45	88
AM Peak Hour			4.08	11
PM Peak Hour			4.72	13

New Use

Average Daily Traffic (ADT)	ANIMAL HOSPITAL/VETERINARY CLINIC [1000 SF]	5.459	31.45	172
AM Peak Hour			4.08	22
PM Peak Hour			4.72	26

Net Change

Average Daily Traffic (ADT)	ANIMAL HOSPITAL/VETERINARY CLINIC [1000 SF]	2.659	31.45	84
AM Peak Hour			4.08	11
PM Peak Hour			4.72	13

Existing traffic on all nearby streets:

Decatur Blvd.	
Average Daily Traffic (ADT)	37,450
PM Peak Hour (heaviest 60 minutes)	2,996

Washington Ave.	
Average Daily Traffic (ADT)	17,150
PM Peak Hour (heaviest 60 minutes)	1,372

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Decatur Blvd.	51,800
Washington Ave.	34,500

This project will add approximately 84 trips per day on Decatur Blvd., Washington Ave. and Yale St. Decatur is currently at about 72 percent of capacity and Washington is at about 50 percent capacity. With this project, these capacities are expected to remain unchanged. No counts are available for Yale, but it is believed to be under capacity.

Based on Peak Hour use, this development will add into the area roughly 13 additional cars, or about one every five minutes.

Note that this report assumes all traffic from this development uses all named streets.

PRJ-55629
09/16/14

ZON-55758, VAR-55760 & SDR-55761 - REVISED



ZON-55758 [PRJ-55629] - REZONING RELATED TO VAR-55760 AND SDR-55761 - APPLICANT/OWNER: PETS' RX NEVADA, INC
1117 NORTH DECATUR BOULEVARD

08/28/14



ZON-55758 [PRJ-55629] - REZONING RELATED TO VAR-55760 AND SDR-55761 - APPLICANT/OWNER: PETS' RX NEVADA, INC
1117 NORTH DECATUR BOULEVARD

08/28/14



ZON-55758 [PRJ-55629] - REZONING RELATED TO VAR-55760 AND SDR-55761 - APPLICANT/OWNER: PETS' RX NEVADA, INC
1117 NORTH DECATUR BOULEVARD

08/28/14



ZON-55758 [PRJ-55629] - REZONING RELATED TO VAR-55760 AND SDR-55761 - APPLICANT/OWNER: PETS' RX NEVADA, INC
1117 NORTH DECATUR BOULEVARD

08/28/14



ZON-55758 [PRJ-55629] - REZONING RELATED TO VAR-55760 AND SDR-55761 - APPLICANT/OWNER: PETS' RX NEVADA, INC
1117 NORTH DECATUR BOULEVARD

08/28/14

September 9, 2014

Mark Rex, Planner I
The Department of Planning
City of Las Vegas
333 N. Rancho Dr., 3rd Floor
Las Vegas, Nevada 89106

Re: Site Plan Application - Justification Letter – VCA Decatur Animal Hospital PRJ55629

Dear Mark;

An existing (approximately 2,800 sf) Animal Hospital located at 1117 N. Decatur Blvd (Las Vegas, NV 89108) is seeking to upgrade their facility on the same site. The existing building is very outdated and does not meet the size requirements necessary to function properly. In hopes of remaining open during construction, a new building is being proposed on the opposite end of the site.

The .34 acre property is located between N. Yale Street and N. Decatur Blvd., adjacent to Apawana Ln. It is currently platted as three separate parcels that will be requested to be combined to only one. There are also two separate zones on the property that we would like to combine to one (C-1). The existing animal hospital is currently located on the south end of the property and parking is on the north side. The proposed site plan includes demolishing the existing facility and constructing a new animal hospital on the north end of the property with parking to the south, essentially flipping the two. This will require relocating two curb cuts slightly south in order to align with the new parking layout.

The proposed two story facility will maintain the same use and is approximately 5,459 sf (3,772 first floor, 1,687 second floor). It will provide animal exam and treatment rooms as well as doctor's offices, employee break room, conference room and a waiting area. It will seek to operate on the same hours as the currently facility (Monday-Friday 8:00AM-6:00PM, Saturday 8:00AM-4:00PM and closed Sunday).

This project is requesting two variances. All other site requirements appear to have been met per the pre-planning conference held on August 19, 2014. An outdoor area for animal walking only is located on the west end of the property. There will be no pet boarding outside and animals will be accompanied by employees at all times. A Special Use permit is not being requested for this area due to this use. A 20' rear yard building setback is required. This is the west end of the property. Due to the narrow site, a variance is being requested to bring this setback to 10'. There is also an 85' residential adjacency setback above 15'. The second floor of the building is approximately 65' from the residential property to the west. A variance is being requested to allow for this. We feel that these requests are justified as the commercial strip center to the north is along the west property and provides no buffer to the residential neighborhood.

Sincerely,
Mullen Heller Architecture, PC

Douglas Heller, AIA, LEED AP

ZON-55758, VAR-55760 & SDR-55761 - REVISED

Mullen Heller Architecture PC

924 Park Avenue SW Suite B
Albuquerque New Mexico 87102
505 268 4144 [p] 505 268 4244 [f]

PRJ-55629
09/09/14

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

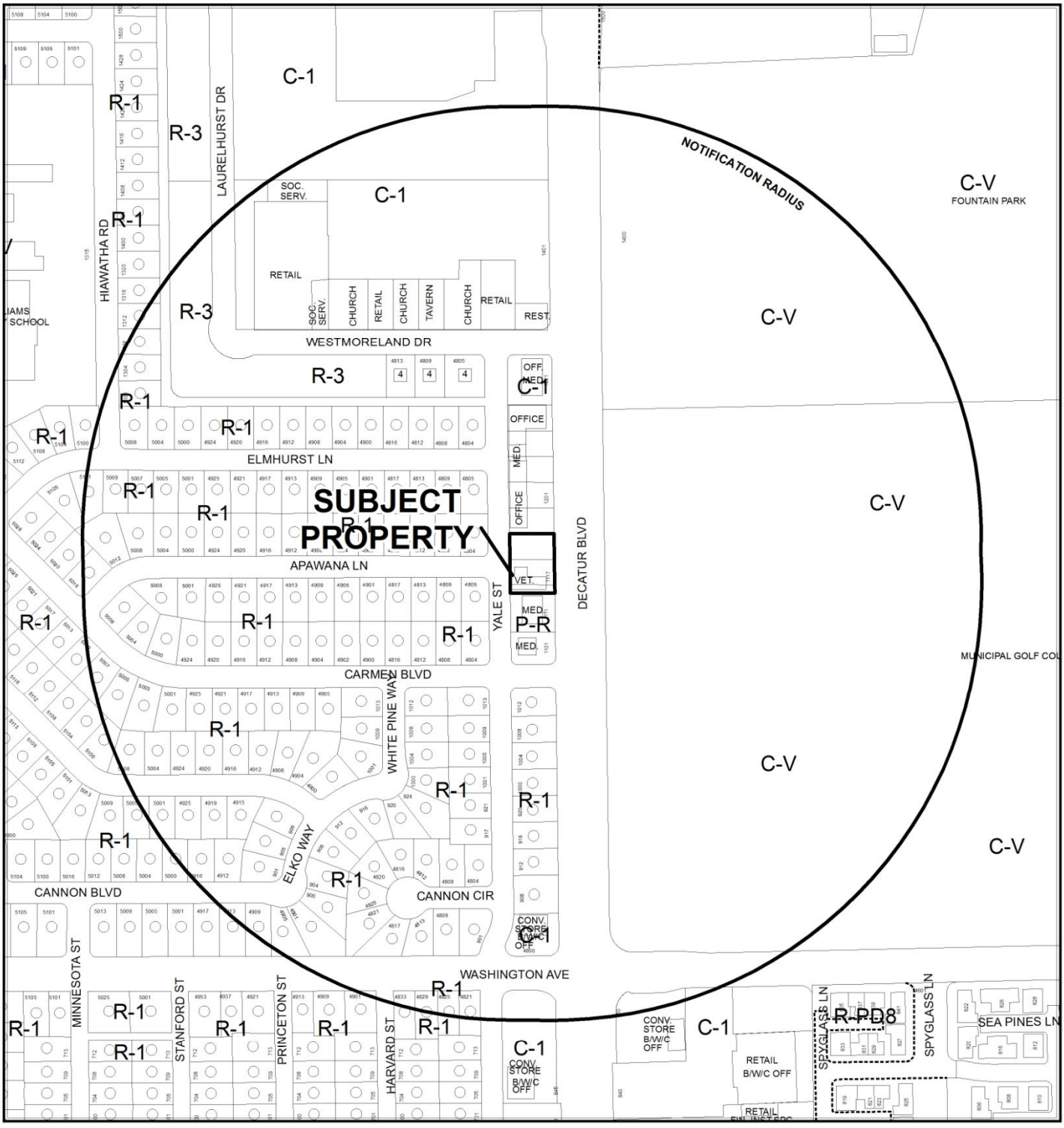
SUBJECT:
VAR-55760 - VARIANCE RELATED TO ZON-55758 - PUBLIC HEARING - APPLICANT/OWNER: PETS R X NEVADA, INC - For possible action on a request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 66 FEET WHERE 85 FEET IS REQUIRED FOR A PROPOSED 5,459 SQUARE-FOOT ANIMAL HOSPITAL, CLINIC OR SHELTER (WITH NO OUTSIDE PENS) on 0.32 acres located at 1117 North Decatur Boulevard (APNs 138-25-613-043, 044 and 045), P-R (Professional Office and Parking) and C-1 (Limited Commercial) Zones [Proposed C-1 (Limited Commercial)], Ward 5 (Barlow) [PRJ-55629]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - VAR-55760 and SDR-55761 [PRJ-55629]
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

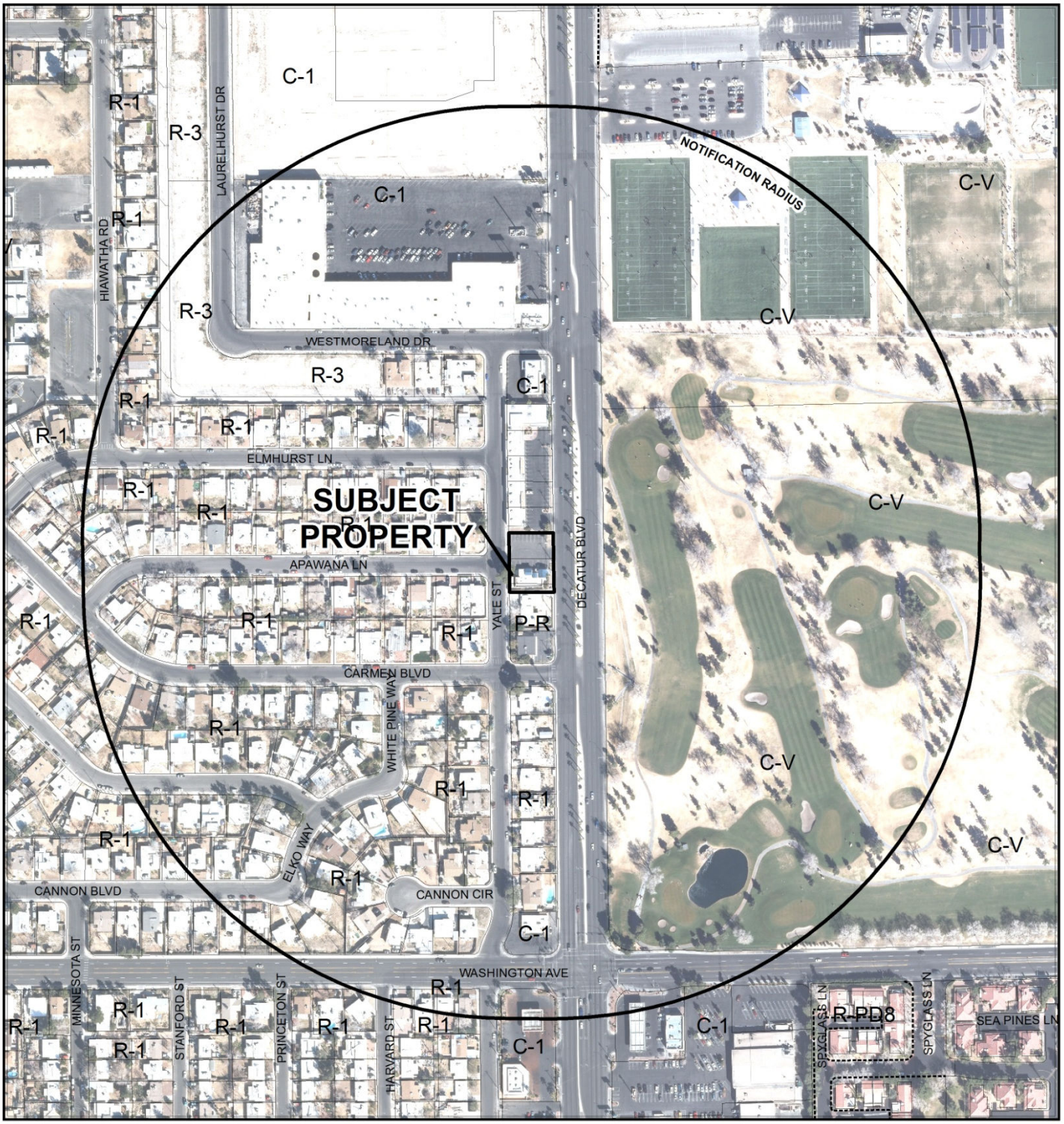


CASE: **VAR-55760 & SDR-55761 (PRJ-55629)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **VAR-55760 & SDR-55761 (PRJ-55629)**

0 200 400 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-55760 APN: _____

Name of Property Owner: PETS Rx, Inc.

Name of Applicant: Charles Nicholls

Name of Representative: Doug Heller

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: Bob Antin

Subscribed and sworn before me

This 9th day of September, 20 14

_____

Notary Public in and for said County and State

PRJ-55629
09/09/14

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 9th day of September, 2014, by Bob Antin,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

STEPHEN J. SPEREDELOZZI
Commission # 2057044
Notary Public - California
Los Angeles County
My Comm. Expires Mar 6, 2018

(Seal) Signature

VAR-55760

PRJ-55629
09/09/14

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-55761 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-55758 AND VAR-55760 - PUBLIC HEARING - APPLICANT/OWNER: PETS" RX NEVADA, INC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 5,459 SQUARE-FOOT ANIMAL HOSPITAL, CLINIC OR SHELTER (WITH NO OUTSIDE PENS) WITH A WAIVER TO ALLOW A SIX-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PROPERTY LINE WHERE TEN FEET IS REQUIRED on 0.32 acres located at 1117 North Decatur Boulevard (APNs 138-25-613-043, 044 and 045), P-R (Professional Office and Parking) and C-1 (Limited Commercial) Zones [Proposed C-1 (Limited Commercial)], Ward 5 (Barlow) [PRJ-55629]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 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

Case Number: SDR-55761 APN: _____

Name of Property Owner: Pets Rx, Inc.

Name of Applicant: Charles Nicholls

Name of Representative: Doug Heller

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: Bob Antin

Subscribed and sworn before me

This 9th day of September, 20 14

_____

Notary Public in and for said County and State

PRJ-55629
09/09/14

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 9th day of September, 2014, by Bob Antin,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

STEPHEN J. SPEREDELOZZI
Commission # 2057044
Notary Public - California
Los Angeles County
My Comm. Expires Mar 6, 2018

(Seal) Signature

SDR-55761

PRJ-55629
09/09/14

SDR 55761
Charles Nicholls

1117 N. Decatur Blvd

Proposed 5.459 thousand square foot animal hospital.

Current Use

Average Daily Traffic (ADT)	ANIMAL HOSPITAL/VETERINARY CLINIC [1000 SF]	2.8	31.45	88
AM Peak Hour			4.08	11
PM Peak Hour			4.72	13

New Use

Average Daily Traffic (ADT)	ANIMAL HOSPITAL/VETERINARY CLINIC [1000 SF]	5.459	31.45	172
AM Peak Hour			4.08	22
PM Peak Hour			4.72	26

Net Change

Average Daily Traffic (ADT)	ANIMAL HOSPITAL/VETERINARY CLINIC [1000 SF]	2.659	31.45	84
AM Peak Hour			4.08	11
PM Peak Hour			4.72	13

Existing traffic on all nearby streets:

Decatur Blvd.	
Average Daily Traffic (ADT)	37,450
PM Peak Hour (heaviest 60 minutes)	2,996

Washington Ave.	
Average Daily Traffic (ADT)	17,150
PM Peak Hour (heaviest 60 minutes)	1,372

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Decatur Blvd.	51,800
Washington Ave.	34,500

This project will add approximately 84 trips per day on Decatur Blvd., Washington Ave. and Yale St. Decatur is currently at about 72 percent of capacity and Washington is at about 50 percent capacity. With this project, these capacities are expected to remain unchanged. No counts are available for Yale, but it is believed to be under capacity.

Based on Peak Hour use, this development will add into the area roughly 13 additional cars, or about one every five minutes.

Note that this report assumes all traffic from this development uses all named streets.

SDR-55761

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

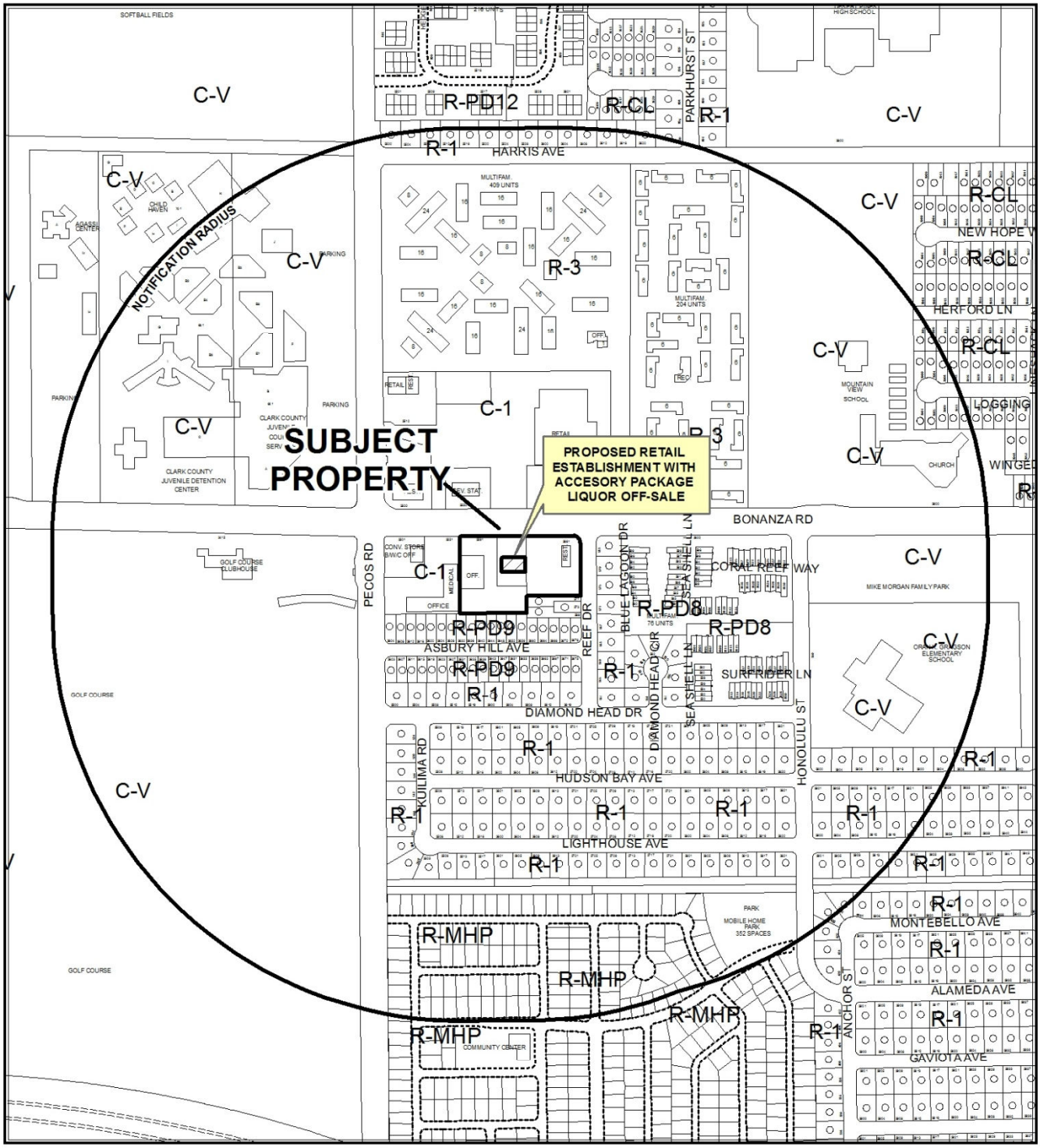
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-55487 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: MR. N & S BONANZA, LLC - OWNER: WATER STREET, LLC - For possible action on a request for a Special Use Permit FOR A PACKAGE LIQUOR OFF-SALE USE WITHIN A PROPOSED 1,882 SQUARE-FOOT GENERAL RETAIL ESTABLISHMENT at 3595 East Bonanza Road, Suite #140 (APN 140-31-121-007), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 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. Photos
5. Justification Letter
6. Backup Referenced from the October 14, 2014 Planning Commission Meeting



CASE: **SUP-55487**

RADIUS: 1500 FEET

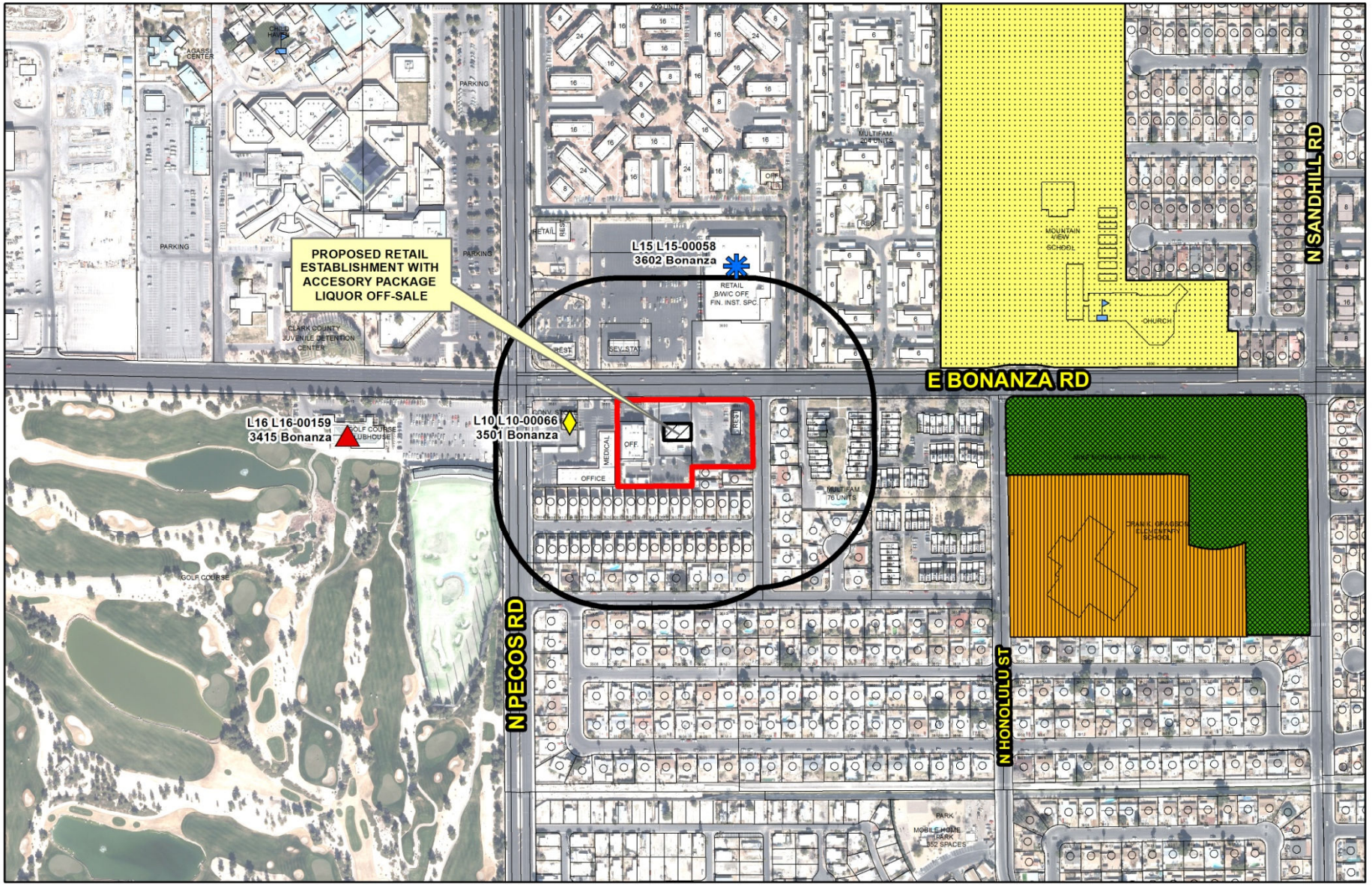
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **SUP-55487**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-55487

Package Liquor Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Restaurant With Alcohol/ 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: Monday, September 08, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: MR. N & S BONANZA, LLC - OWNER: WATER STREET, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-55487	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

SUP-55487 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Package Liquor Off-Sale Establishment use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

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

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 is a request for a Special Use Permit for a proposed Package Liquor Off-Sale Establishment use located at 3595 East Bonanza Road, Suite #140. The subject suite is located within an existing shopping center and is 1,882 square feet in size with 1,357 square-feet of space used for the display of alcoholic beverages. As this request meets all the minimum Special Use requirements and can be conducted in a compatible and harmonious manner within the existing shopping center, staff recommends approval of this application. If denied, the applicant will not be allowed to conduct Package Liquor Off-Sale Establishment use at this location.

ISSUES

- A Package Liquor 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	
03/02/05	The City Council approved a request for a General Plan Amendment (GPA-5082) to amend the Southeast Sector Plan of the General Plan from L (Low Density Residential) to SC (Service Commercial) on 1.58 acres and to M (Medium Density Residential) on 4.4 acres south of Bonanza Road and east of Pecos Road.
	The City Council approved a request for a Site Development Plan Review (SDR-5093) and Special Use Permit (SUP-5096) for a supper club adjacent to the south of Bonanza Road approximately 290 feet east of Pecos Road. The Planning Commission recommended approval of the request on 01/13/05.
	The City Council approved a request for a Variance (VAR-5099) to allow an R-PD (Residential Planned Development) zoning district on 4.40 acres where 5.00 acres is the minimum required adjacent to the east side of Pecos Road approximately 290 feet south of Bonanza Road. The Planning Commission recommended approval of the request on 01/13/05.
12/07/05	The City Council approved a request for a Site Development Plan Review (SDR-9421) for a proposed 19,602 square-foot office building and a waiver of the building placement, parking lot, foundation and perimeter landscaping requirements on 1.5 acres along the south side of Bonanza Road, approx. 300 feet east of Pecos Road. The Planning Commission recommended approval of the request on 11/03/05.

10/11/07	A refund was processed for a request for Variance (VAR-24619) to allow a four-foot side yard setback where 10 feet is required for a proposed commercial development on 0.44 acres located on the south side of Bonanza Road.
11/07/2007	The City Council approved a request for a Site Development Plan Review (SDR-24023) for a 4,350 square-foot commercial building comprised of 2,450 square feet of retail floor space and a 1,900 square-foot restaurant on 0.44 acres located on the south side of Bonanza Road, approximately 460 feet east of Pecos Road. The Planning Commission recommended approval of the request on 10/11/07.
04/02/08	The City Council approved a request for a Review of Condition (ROC-26882) to remove Condition Number 15 of an approved Site Development Plan review (SDR-24023) which required that the developer contribute the remaining traffic signal contribution monies on 0.44 acres located on the south side of Bonanza Road, approximately 420 feet east of Pecos Road.
04/01/09	The City Council approved a request for a Site Development Plan Review (SDR-32837) for a 5,375 square-foot restaurant with drive-through and retail building on 2.59 acres generally located on the south side of Bonanza Road, approximately 450 feet east of Pecos Road. The Planning Commission recommended approval of the request on 02/12/09.
05/18/11	The City Council approved a request for a Extension of Time (EOT-41383) of a previously approved Site Development Plan Review (SDR-32837) for a 5,375 square-foot restaurant with drive-through and retail building on 2.59 acres generally located on the south side of Bonanza Road, approximately 450 feet east of Pecos Road.
10/14/14	The Planning Commission voted (6-1/gf) to recommend DENIAL of a Special Use Permit (SUP-55487) for a package liquor off-sale use within a proposed 1,882 square-foot general retail establishment at 3595 East Bonanza Road, Suite #140

Most Recent Change of Ownership	
07/31/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/06/11	A building permit (#113709) was issued for a trash enclosure at 3595 East Bonanza Road. The permit was finalized on 02/27/14.
	A building permit (#113710) was issued for on-site improvements and hardscapes at 3595 East Bonanza Road. The permit has not been finalized.
08/30/11	A building permit (#113708) was issued for a restaurant/retail/office shell building at 3595 East Bonanza Road. The permit has not been finalized.

Pre-Application Meeting	
08/06/14	A pre-application meeting was conducted with the applicant to go over the application materials and submittal requirements for a Special Use Permit for a proposed Package Liquor Off-Sale Establishment use.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one conducted.

Field Check	
08/28/14	A routine field check was conducted by staff and found a well maintained commercial site free from litter and debris.

Details of Application Request	
Site Area	
Net Acres	0.45

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) and L (Low Density Residential)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single-Family Residential	MLA (Medium Low Attached Density Residential)	R-PD9 (Residential Planned Development – 9 Units per Acre)
East	Single-Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
West	Office	SC (Service Commercial)	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

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Bonanza Road	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	
Shopping Center	27,349 SF	1:250 SF	110				
TOTAL SPACES REQUIRED			110		129		Y
Regular and Handicap Spaces Required			105	5	122	7	Y

ANALYSIS

This is a request for a Special Use Permit for a proposed Package Liquor Off-Sale Establishment use at 3595 East Bonanza Road, Suite #140. The subject suite is 1,882 square feet in size with 1,357 square-feet of space used for the display of alcoholic beverages.

The subject tenant space is located within an existing 27,349 square-foot shopping center. The existing commercial development provides shared access and 129 parking spaces throughout the subject site. This proposal adheres to all minimum parking requirements as the subject property.

A Package Liquor Off-Sale Establishment use is described in Title 19.12 as:
"An establishment, other than a retail establishment with package liquor off-sale, whose license to sell alcoholic beverages authorizes their sale to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold. This use includes an establishment that provides on-premises wine, cordial and liqueur tasting if the licensee also holds a wine, cordial and liqueur tasting license for that location."

Minimum Special Use Permit Requirements:

* 1. Except as otherwise provided, no package liquor off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church/house of worship, school, individual care center licensed for more than 12 children, or City park.

The subject site is not located within 400 feet of any church/house of worship, school, individual care center 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.

Distances have been measured from Commercial Subdivision "Pecos Bonanza Plaza" Book 88, Page 26.

* 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 condition is not applicable, as the subject site 0.44 acres in size.

4. The minimum distance requirements in Requirement 1 do not apply to:

a. An establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or
b. A proposed establishment having more than 50,000 square-feet of retail floor space.

This condition is not applicable as the subject site is not located within a an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms or a proposed establishment having more than 50,000 square feet of retail floor space.

* 5. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

The proposed use will be subject to all business licensing requirements outlined in LVMC Chapter 6.50 if approved.

According to the submitted justification letter and floor plan, the proposed use meets the definition outlined above. The proposed Package Liquor Off-Sale Establishment use adheres to all minimum special use permit requirements as outlined by Title 19.12. The subject site is not located within 400 feet of any church/house of worship, school, individual care center licensed for more than twelve children, or City Park. In addition, staff has added a condition of approval requiring the business conform to all provisions of LVMC Chapter 6.50 with regards to package liquor license. It has been determined that the proposed Package Liquor Off-Sale Establishment use can be conducted in a manner that is compatible with the surrounding land uses, therefore, staff is recommending approval, as the use is considered appropriate for the surrounding area.

FINDINGS (SUP-55487)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use is compatible with the surrounding land uses and can be conducted in a manner that is harmonious with surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is located within an existing commercial building that is physically suitable for the intensity of the proposed land use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the site will not change. Vehicles may enter the property from Bonanza Road, a 100-foot Primary Arterial, as classified by the Master Plan of Streets and Highways.

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 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 use meets all applicable conditions of approval for a Package Liquor Off-Sale Establishment use per Title 19.12.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 42

NOTICES MAILED 323 (By City Clerk)

APPROVALS 0

PROTESTS 4

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-55487 APN: 140-31-121-007

Name of Property Owner: Water Street LLC

Name of Applicant: Mr. N & S Bonanza LLC

Name of Representative: Nibras Admon

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: 140-31-121-007

RECEIVED
AUG 06 2014

Signature of Property Owner: _____

Print Name: Luis Gutierrez

Subscribed and sworn before me

This May day of 12th, 2014

Maureen Nampiima

Notary Public in and for said County and State

State of NEVADA County of CLARK
Subscribed and sworn before me on May 12th 2014 (Date)
Maureen Nampiima
(Notary Signature)

MAUREEN L. NAMPIIMA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-28-17
Certificate No: 14-12678-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Package Liquor

Project Address (Location) 3595 E, Bonanza Rd #140 Las Vegas NV 89110

Project Name Bonanza Liquor **Proposed Use** Package Liquor

Assessor's Parcel #(s) 140-31-121-007 **Ward #** _____

General Plan: existing 5375 proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.44 ac **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Water Street LLC **Contact** Luis Gutierrez

Address 7500 W. Lake Mead Blvd. #9- 232 **Phone:** 702 498-5305 **Fax:** 702 988-0150

City Las Vegas **State** NV **Zip** 89128

E-mail Address 4985305@gmail.com

APPLICANT Mr. N & S Bonanza LLC **Contact** Nibras Admon

Address 3595 E. Bonanza **Phone:** 619- 559 4444 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89110

E-mail Address _____

REPRESENTATIVE Nevada Gaming Application Cons. **Contact** Dave Eder

Address 777 E. Quartz Ave. **Phone:** 702 845 0701 **Fax:** 1-888-711-1775

City Sandy Valley **State** NV **Zip** 89109

E-mail Address ngacsv@gmail.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 Luis Guterrezi Luis Gutierrez

Subscribed and sworn before me

This May day of 12th, 20 14.

Maureen Nampiima

Notary Public in and for said County and State

Clark County (NV)

NV May 12th 2014.

MAUREEN L. NAMPIIMA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-28-17
Certificate No: 14-12678-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

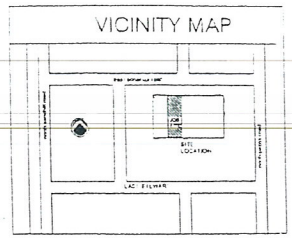
Case #	SUP-55487
Meeting Date:	10/14/14
Total Fee:	$1280.-
Date Received:*	8/6/14
Received By:	

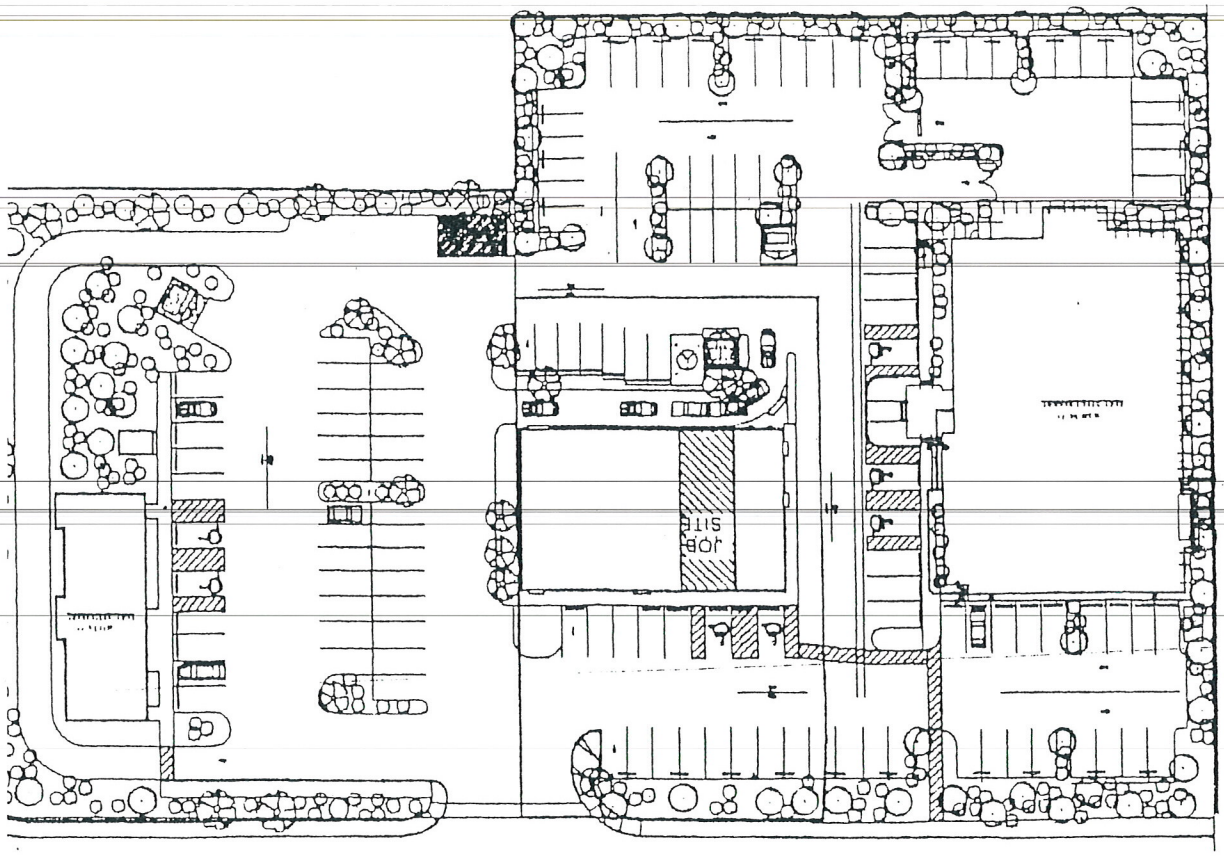
RECEIVED AUG 06 2014

*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 PLAN

VICINITY MAP





Bonanza Rd.

Parking Spaces Required 16

Parking Spaces Provided 21

Handicap Parking 2

Bonanza Liquor

3595 East Bonanza Road, Suite 140
Las Vegas, Nevada 89110

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AUG 06 2014

SUP-55487

NOTES

This map is for assessment use only and does NOT represent a survey

No liability is assumed for the accuracy of the data delineated herein Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 400 600 800

MAP LEGEND

PARCEL BOUNDARY
SUB BOUNDARY
PM/LD BOUNDARY
ROAD EASEMENT
MATCH / LEADER LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PM/LD BOUNDARY
SECTION LINE

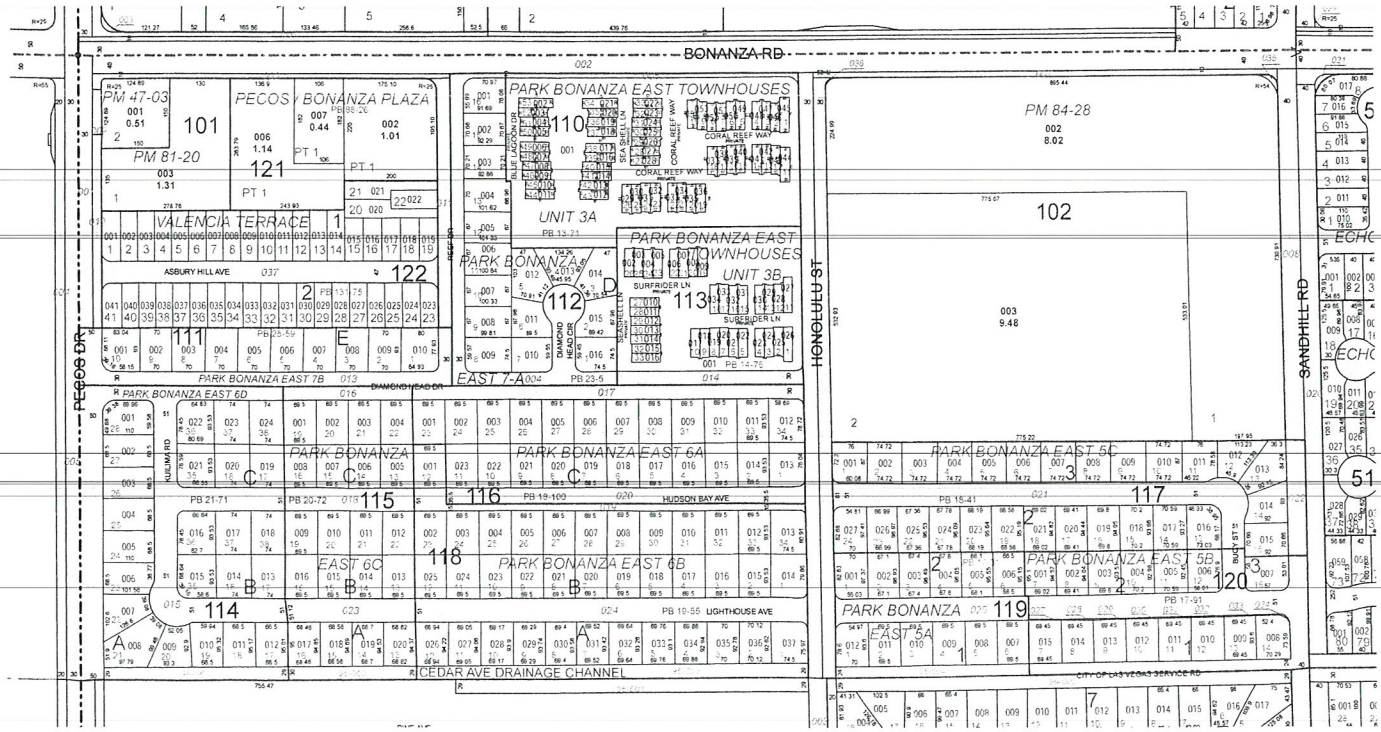
CONDOMINIUM UNIT
AIR SPACE PCL
RIGHT OF WAY PCL
SUB-SURFACE PCL

001 ROAD PARCEL NUMBER
001 PARCEL NUMER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
G.L. GOV. LOT NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafe - Assessor

BOOK T20S R62E | SEC 31 | MAP N 2 NW 4 | 140-31-1

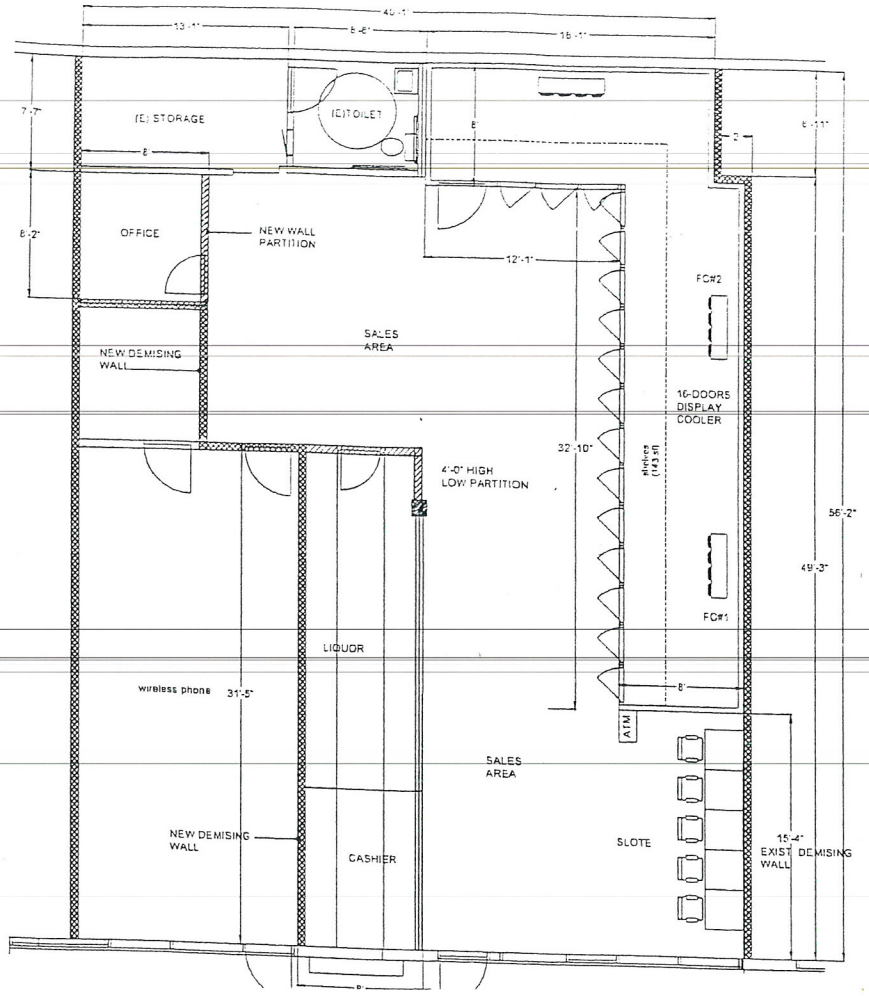
Scale: 1" = 200' | Rev: 02/09/2011



TAX DIST 200

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AUG 06 2014

SUP-55487



Total S F	1,882
Customer Area	1,357

Scale 1 ¼ Inches = 10 ft

Bonanza Liquor
Pecos / Bonanza Plaza, Suite 140
3595 East Bonanza Road,
Las Vegas, Nevada 89110

SUP-55487

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AUG 06 2014

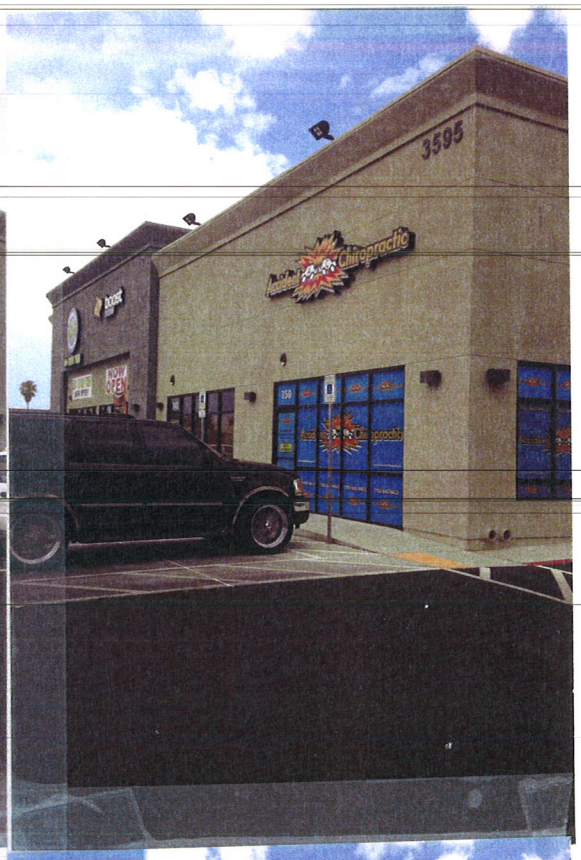
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AUG 06 2014

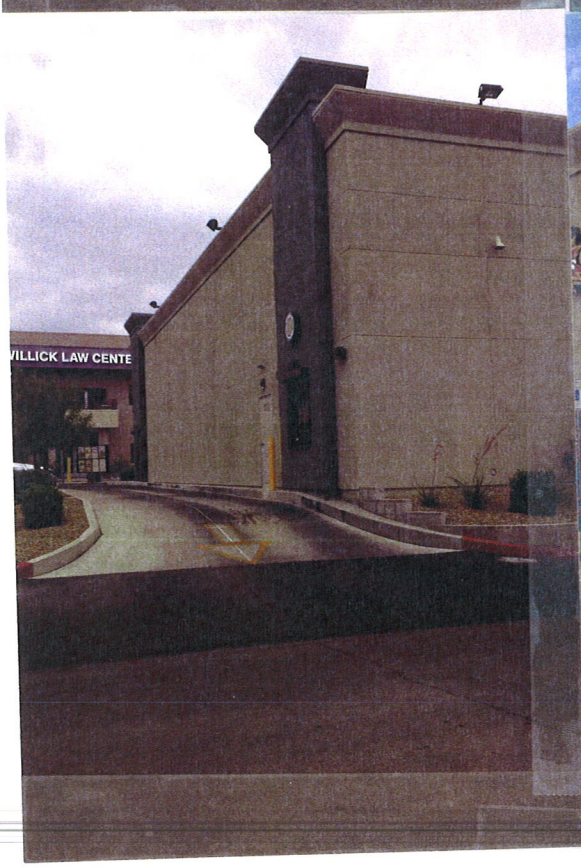
Bonanza Liquor

Elevations

SUP-55487









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AUG 06 2014

Bonanza Liquor

Landscape Plan

SUP-55487









Bonanza Liquor

Landscape Plan

RECEIVED
AUG 06 2014

SUP-55487







SUP-55487 - SPECIAL USE PERMIT - APPLICANT: MR. N & S BONANZA, LLC - OWNER: WATER STREET, LLC
3595 EAST BONANZA ROAD, SUITE #140

08/28/14



SUP-55487 - SPECIAL USE PERMIT - APPLICANT: MR. N & S BONANZA, LLC - OWNER: WATER STREET, LLC
3595 EAST BONANZA ROAD, SUITE #140

08/28/14

Justification Letter

Bonanza Liquor

The applicant is requesting a Special Use Permit for package liquor for 3595 E. Bonanza Rd. Suite 140 Las Vegas NV 89110 .

The store if approved will be in a mixed use strip center facing Bonanza Rd. The applicant has surveyed the surrounding area and has found no conflicts with Schools, Houses of Worship, parks, other liquor stores or any other protected use.

The project site is surrounded by a variety of businesses and offices. The site supports a easy access and exit, since the site is not on the corner there will no congestion from traffic.

The applicant feels that this is a needed service and has received positive feedback from people living in the area.

Approval of this request will benefit the City in revenues collected from the business and will fill another empty business in the City Limits, along with providing additional employment.

This will not be a Big Box Store but a small neighborhood store that will offer service and product that only a small store can offer.

SUP-55487

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AUG 06 2014

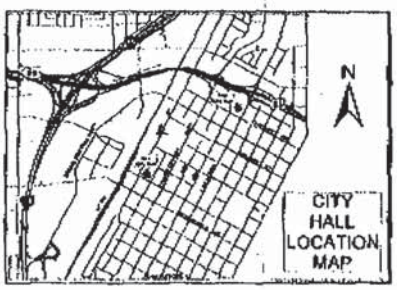
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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 $ 00.46⁰
0004279218 OCT 02 2014
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, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. 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-55487

Planning Commission Meeting of 10/14/2014

RECEIVED
OCT 06 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55487
14031114018
AREVALO FRANCISCO & DINA D
3517 HUDSON BAY AVE
LAS VEGAS NV 89110-3004

57 HRDFNHP 89110

37P

INSURANCE 4 YUU

10/06/2014 11:46 7029828560

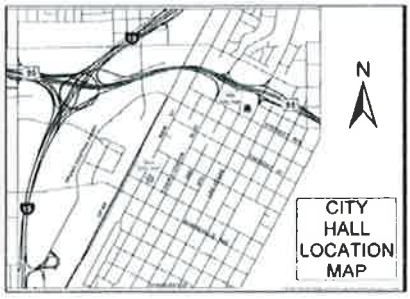
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing

RECEIVED
OCT 13 2014
City of Las Vegas
Dept. of Planning

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.46⁰
0004279218 OCT 02 2014
MAILED FROM ZIP CODE 89101



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

I strongly oppose another Liquor establishment so close to the School. There is already Alcohol Sales across the street at Food 4 less.

SUP-55487
Planning Commission Meeting of 10/14/2014

Case: SUP-55487

14031117008
GAMBOA VICTOR
3928 HUDSON BAY
LAS VEGAS NV 89110-3013

57 HRDFNMP 8910

Submitted after final agenda

Date 10/13/14 Item 37 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 OCT 02 2014
MAILED FROM ZIP CODE 89101

No. 0192 P. 1

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-55487
Planning Commission Meeting of 10/14/2014

RECEIVED
OCT 14 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55487

14031115016
HICKS JOSHUA
2403 WILLOWBY DR
HOUSTON TX 77008

66 HRDFHNP 77008

Oct. 14. 2014 11:08AM alicia

Submitted after final agenda

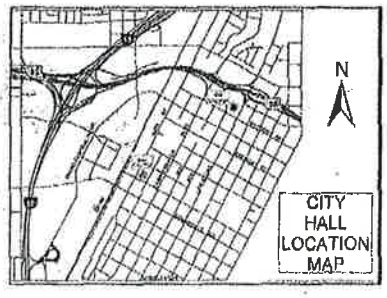
Date 10/14/14 Item 37 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 OCT 02 2014
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 13 2014
City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55487
Planning Commission Meeting of 10/14/2014

Case: SUP-55487
14031122020
GRABER JOHN P
568 REEF DR
LAS VEGAS NV 89110-3034

ST HROFNMP 8910

Submitted after final agenda

Date 10/13/14 Item 37A

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

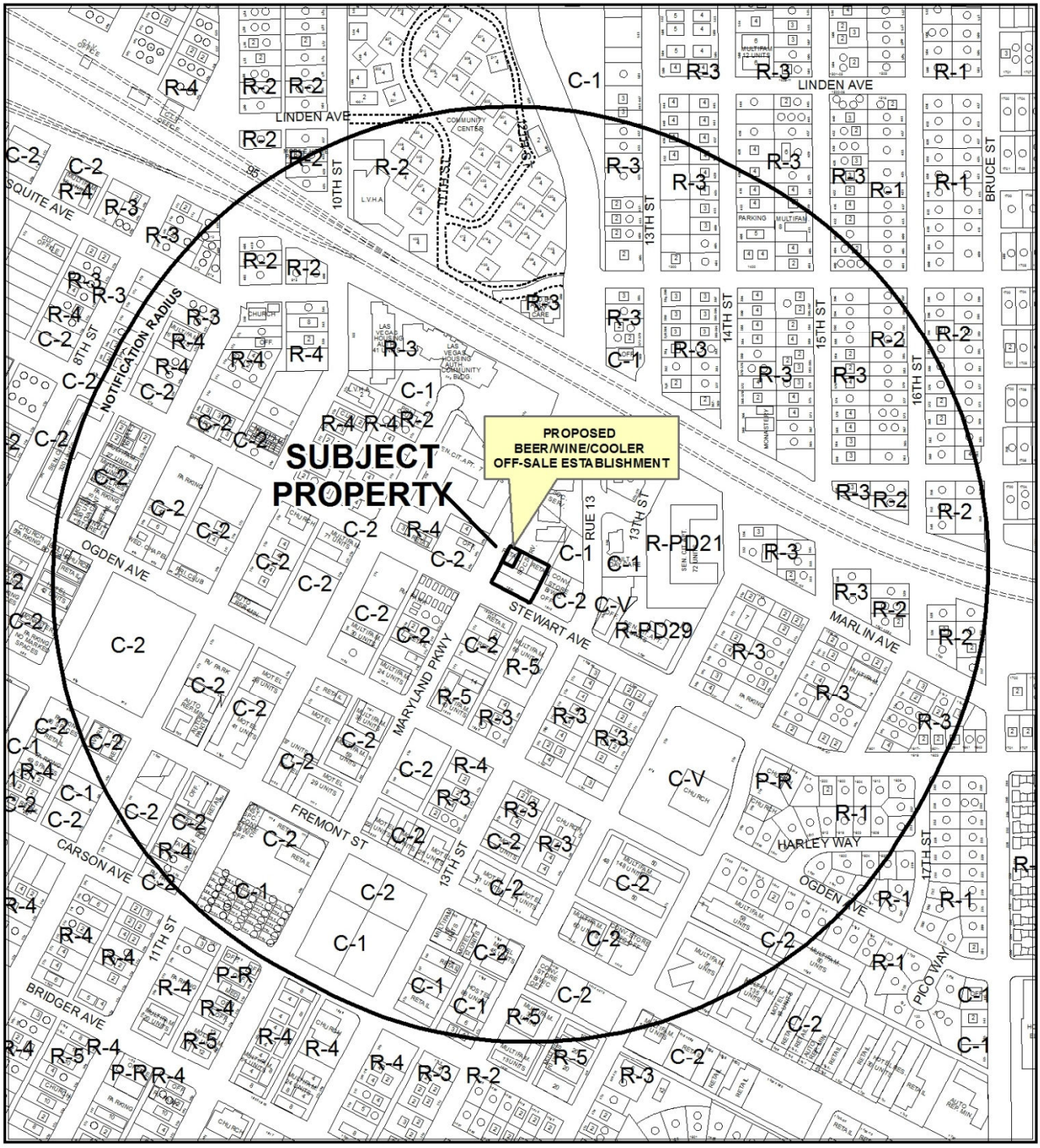
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-55012 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: BRIAN AND JUDY ALBISER LIVING TRUST - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 2,000 SQUARE-FOOT GENERAL RETAIL STORE, OTHER THAN LISTED at 1201 Stewart Avenue, Suite #3 (APNs 139-35-211-073 and 074), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-54768]. The Planning Commission (4-3 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 (4-3 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. Photos
5. Justification Letter
6. Backup Referenced from the October 14, 2014 Planning Commission Meeting



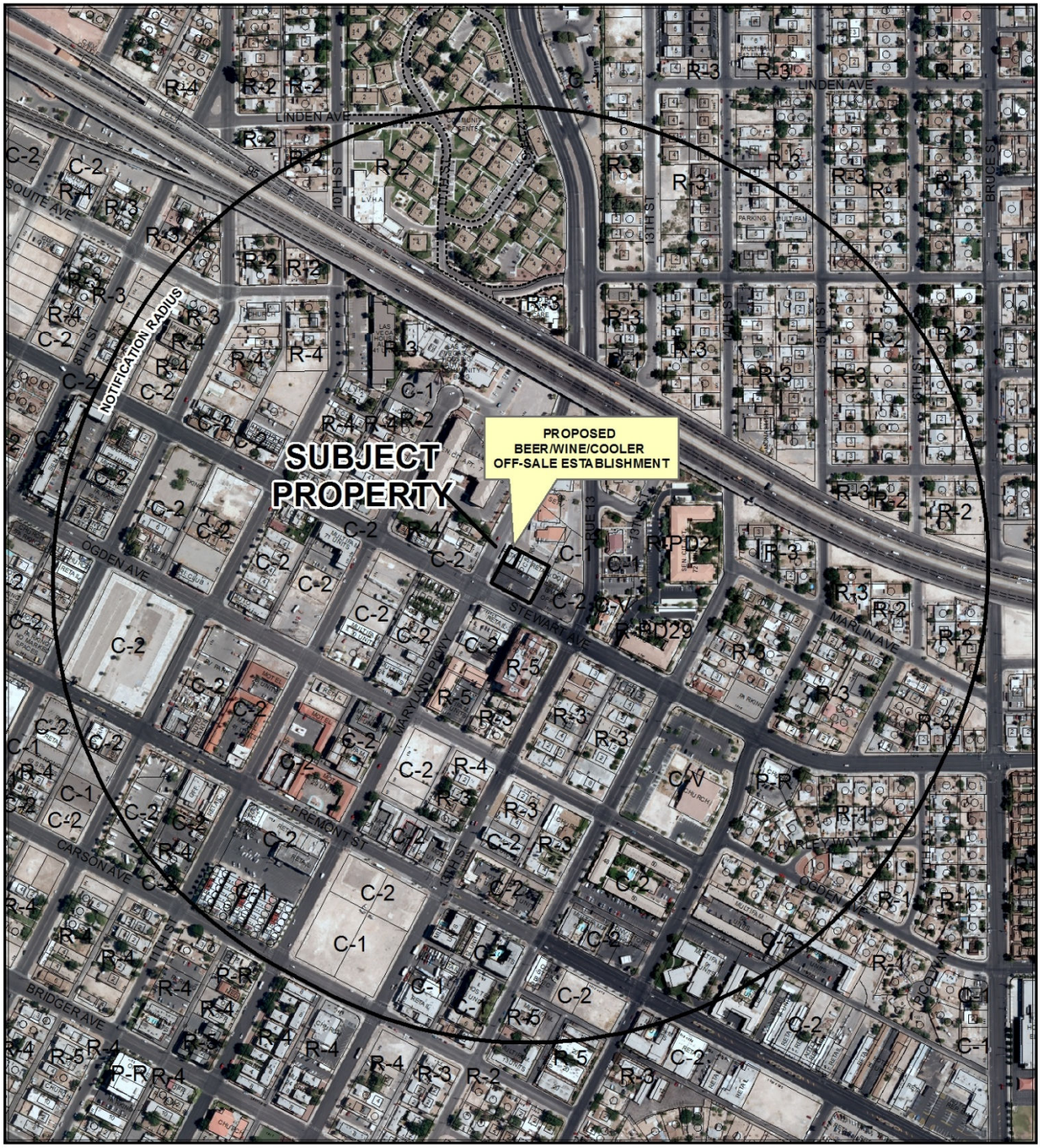
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CASE: **SUP-55012 (PRJ-54768)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

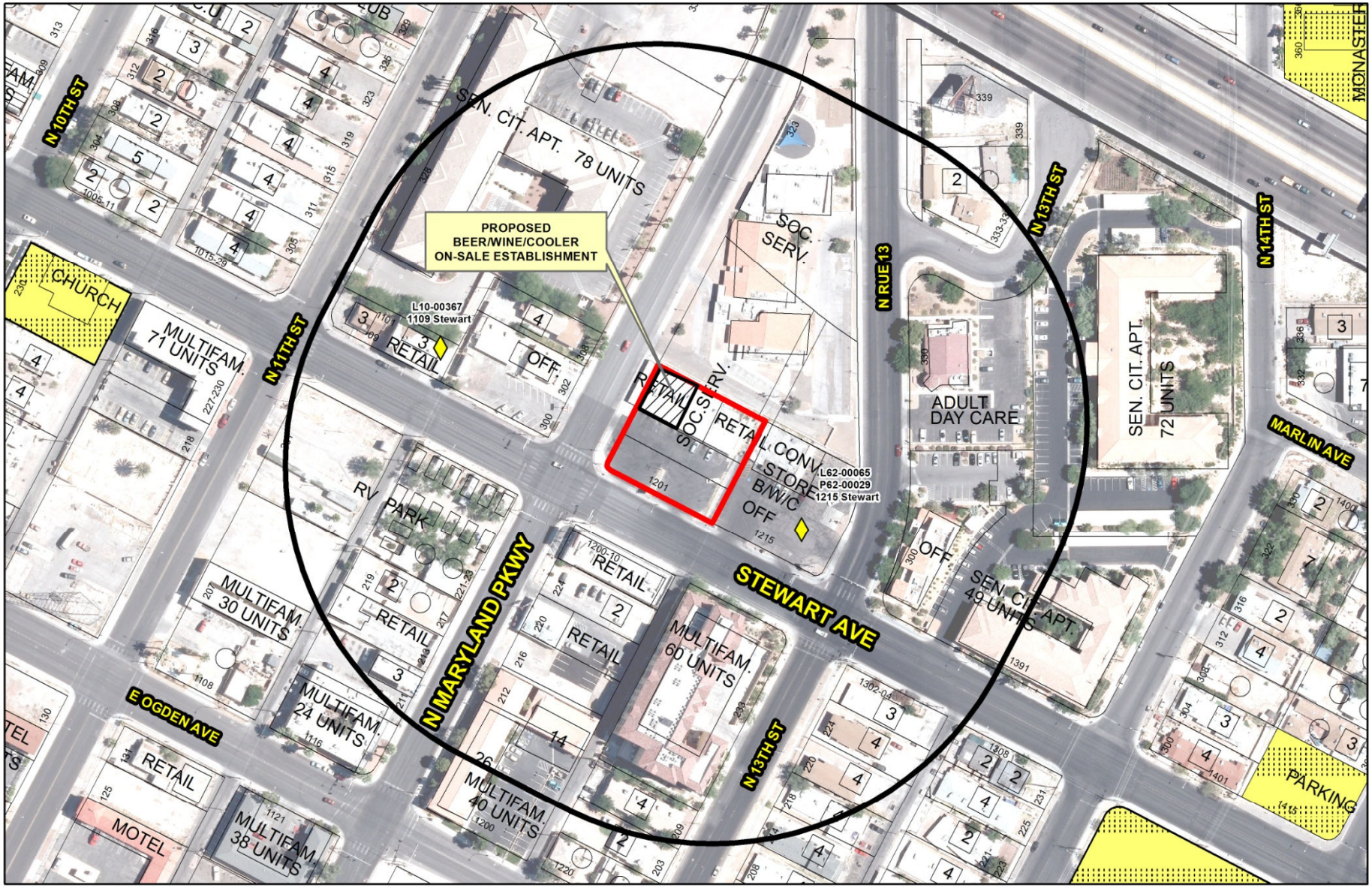
N



CASE: **SUP-55012 (PRJ-54768)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



SUP-55012 (PRJ-54768)

Beer/Wine/Cooler Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Package Liquor Off-Sale
- Restaurant With Alcohol/ 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: Monday, July 21, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: BRIAN AND JUDY ALBISER LIVING TRUST

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-55012	Staff recommends APPROVAL, subject to conditions:	N/A

SUP-55012 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler Off-Sale Establishment use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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 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

The applicant is requesting approval of a Special Use Permit to sell beer, wine and wine coolers in an existing 2,000 square-foot General Retail Store, Other Than Listed located within existing retail center at 1201 Stewart Avenue, Suite #3. This use meets all Title 19.12 requirements for the Beer/Wine/Cooler Off-Sale Establishment use and is compatible with the other retail and office uses within the retail center. For these reasons, staff recommends approval of the requested Special Use Permit, with conditions. If denied, no alcohol may be sold at this location.

ISSUES

- A Beer/Wine/Cooler Off-Sale Establishment use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- There is a non-permitted wall sign on the north side of the building.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/13/63	The City Council approved Rezoning (Z-0096-63) request from R-4 (High Density Residential) to a C-2 (General Commercial) at 1201 Stewart Avenue. The Planning Commission and staff recommended approval.
07/20/11	The City Council denied a Special Use Permit (SUP-41278) request for a Bailbond Service use at 1201 Stewart Avenue. The Planning Commission and staff recommended denial.
10/25/11	A complaint (#107144) was filed with Code Enforcement for work being performed without permits. The complaint was resolved on 11/15/11.
09/11/14	A complaint (#145492) was filed with Code Enforcement for the non-permitted wall sign on the north side of the building.
10/14/14	The Planning Commission (4-3 vote/gf, rt, bg) recommends DENIAL of a request for a Special Use Permit (SUP-55012) for a beer/wine/cooler off-sale establishment within an existing 2,000 square-foot general retail store, other than listed at 1201 Stewart Avenue, Suite #3.

Most Recent Change of Ownership	
07/22/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1964	The building was constructed.
12/12/91	A business license (D50-00067) was issued for Dry Cleaning/Laundry Facility and Services at 1201 Stewart Avenue, Suite #8. The license is active as 09/17/14.
01/14/03	A building permit (#3000689) was issued for tenant improvement and certificate of completion at 1201 Stewart Avenue, Suite #3. The permit was finalized on 04/01/03.
02/01/05	A business license (B20-00866) was issued for Business Services at 1201 Stewart Avenue, Suite #6. The license is active as 09/17/14.
12/28/07	A business license (B05-03080) was issued for Barber or Cosmetology at 1201 Stewart Avenue, Suite #7. The license is active as 09/17/14.
07/10/08	A business license (R60-60-03249) was issued for Janitorial And Building Maintenance Services at 1201 Stewart Avenue, Suite #6. The license was marked out on 07/19/11.
07/22/08	A business license (G50-00996) was issued for General Retail Sales at 1201 Stewart Avenue, Suite #7. The license is active as 09/17/14.
07/25/08	A business license (R25-00335) was issued for Property Maintenance at 1201 Stewart Avenue, Suite #2. The license was marked out on 07/14/14.
09/24/09	A business license G50-04269) was issued for General Retail Sales at 1201 Stewart Avenue, Suite #5. The license is active as 09/17/14.
05/17/10	A business license (N31-00688) was issued for a Non-Profit Social Service Provider at 1201 Stewart Avenue, Suite #6. The license is active as 09/17/14.
08/9/10	A business license (R60-02440) was issued for Janitorial And Building Maintenance services at 1201 Stewart Avenue, Suite #2. The license was marked out on 07/14/14.
08/29/13	A business license (I50-00795) was issued for Instructional And Learning Services at 1201 Stewart Avenue, Suite #4. The license is active as 09/17/14.
08/29/13	A business license (M21-01293) was issued for Merchandise Broker at 1201 Stewart Avenue, Suite #4. The license was marked out on 07/17/14.
01/21/14	A business license (C05-02900) was issued for Tobacco Dealer at 1201 Stewart Avenue, Suite #3. The license is active as 09/17/14.
01/21/14	A business license (C15-00431) was issued for a Convenience Store at 1201 Stewart Avenue, Suite #3. The license is active as 09/17/14.

Pre-Application Meeting	
06/26/13	A pre-application meeting was held with the applicant to discuss the Special Use Permit submittal requirements for a Beer/Wine/Cooler Off-Sale Establishment use.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
08/28/14	A field check was conducted on the subject property revealed that there was a non-permitted wall sign on the north side of the building. Also, that one of the adjacent suites was possibly a house of worship; however, after a further investigation of building permits and business licenses no house of worship legally exists on the subject site.

Details of Application Request	
Site Area	
Net Acres	0.49

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 Social Service Provider	MXU (Mixed Use)	C-2 (General Commercial)
North	Social Service Provider	MXU (Mixed Use)	C-1 (Limited Commercial)
South	General Retail Store, Other Than Listed	MXU (Mixed Use)	C-2 (General Commercial)
East	General Retail Store, Other Than Listed	MXU (Mixed Use)	C-2 (General Commercial)
West	Office, Other than Listed Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial) R-4 (High Density Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
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

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	
General Retail Store, Other Than listed	6000 SF	1:175	35				
Social Service Provider	1000 SF	1:300	4				
TOTAL SPACES REQUIRED			31*		31		Y*
Regular and Handicap Spaces Required			29*	2*	29	2	Y*

*Site is parking impaired as detailed in Title 19.18.030 (D)

ANALYSIS

This application is for Beer/Wine/Cooler Off-Sale Establishment use within an existing 2,000 square-foot General Retail Store Other, Than Listed (a convenience store) located 1201 Stewart Avenue, Suite #3. The sale of alcohol in a convenience store is a compatible use throughout the valley. The retail center will provide shared parking and access throughout the 0.49-acre site. The proposed use is permissible in the C-2 (General Commercial) zoning district with approval of a Special Use Permit.

The Beer/Wine/Cooler Off-Sale use is defined in Title 19.18 as:

> "A retail establishment whose license to sell alcoholic beverage 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."

Per the submitted justification letter and floor plan, the proposed use meets the definition outlined above. The justification letter states the applicant's intent to sell beer and wine for off-sale consumption at this convenience store location.

The Minimum Special Use Permit Requirements for this use include:

*1. Except as otherwise provided, no retail beer/wine/cooler off-sale (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.

The proposed use meets this requirement; there are no protected uses within 400 feet of the proposed use.

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 of Lots 6 and 8 of Plat Book 1 Page 7, located at the northeast corner of Stewart Avenue and Maryland Parkway.

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:
   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.

   Neither of the above conditions apply to the proposed use.

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 wine 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 use will be located within an existing General Retail Store, Other Than Listed within an existing retail center along Stewart Avenue. There is a Social Service Provider within the retail center and the adjacent property to the north. Both Social Service Providers assist individuals with substance abuse issues. There are two establishments within a one-block radius of the subject site that have a license to sell beer, wine and wine coolers, and the addition of another establishment should not adversely affect the characteristics or safety of the existing and future land uses. No additional parking is required for this use, as it is ancillary to the primary use of General Retail Store, Other Than Listed. All of the minimum Beer/Wine/Cooler Off-Sale use requirements detailed in Title 19.12 are met and there no special development requirements pertaining to this site. There are no protected uses located within 400 feet of the subject property. For these reasons, the proposed use is compatible with the surrounding uses, and staff recommends approval of this applicant with conditions.

FINDINGS (SUP-55012)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject location consists of an in-line retail center. This use and other retail uses are generally located in strip malls throughout the valley. There are no waivers of minimum distance separation requirements from protected uses and the use can be conducted in a harmonious and compatible manner with surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The 7,000 square-foot retail building is designed to accommodate a variety of retail and office uses. This site has adequate parking for all uses, and the proposed use does not generate the need for any additional parking spaces.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The proposed Beer/Wine/Cooler Off-Sale Establishment use can be accessed from Stewart Avenue and Maryland Parkway (80-foot Major Collectors). Both roadways have adequate capacity to serve the needs of the proposed development.

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 35

NOTICES MAILED 373 (By City Clerk)

APPROVALS 0

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-55012 APN: _____

Name of Property Owner: Brian & Judy Albiser Living Trust 2005

Name of Applicant: Brian & Judy Albiser (Bi's Market

Name of Representative: Above

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: Brian Albiser Judy Albiser

Print Name: Brian Albiser Judy Albiser

Subscribed and sworn before me

This 10 day of July, 2014

_____

Notary Public in and for said County and State of Nevada

JEFF WEIR
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 10-1940-1
MY APPT. EXPIRES NOV. 9, 2017

Revised 11-14-06

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PRJ-54768
08/19/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Beer & Wine CL sale License

Project Address (Location) 1201 Stewart Ave, Suite 3, Las Vegas, N.V. 89101

Project Name B'sirs Market **Proposed Use** Market

Assessor's Parcel #(s) See Attached **Ward #** _____

General Plan: existing X proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1/2 **Lots/Units** 6 **Density** _____

Additional Information _____

PROPERTY OWNER Brian & Judy Albiser living Trust 2005 **Contact** _____

Address 505 Shetland Rd, Las Vegas NV 89107 **Phone:** _____ **Fax:** _____

City Las Vegas **State** N.V. **Zip** 89107

E-mail Address bjalbiser@aol.com

APPLICANT Brian & Judy Albiser **Contact** Brian Albiser

Address 505 Shetland Rd **Phone:** 702 271-4231 **Fax:** 702 586-2602

City Las Vegas **State** N.V. **Zip** 89107

E-mail Address _____

REPRESENTATIVE See above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Brian Albiser

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Brian Albiser Judy Albiser Judy ALBISER

Subscribed and sworn before me

This 10 day of July, 20 14.

Notary Public in and for said County and State of Nevada

Jeff Weir

JEFF WEIR
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 10-1940-1
MY APPT. EXPIRES NOV. 9, 2017

Revised 10/27/08

FOR DEPARTMENT USE ONLY

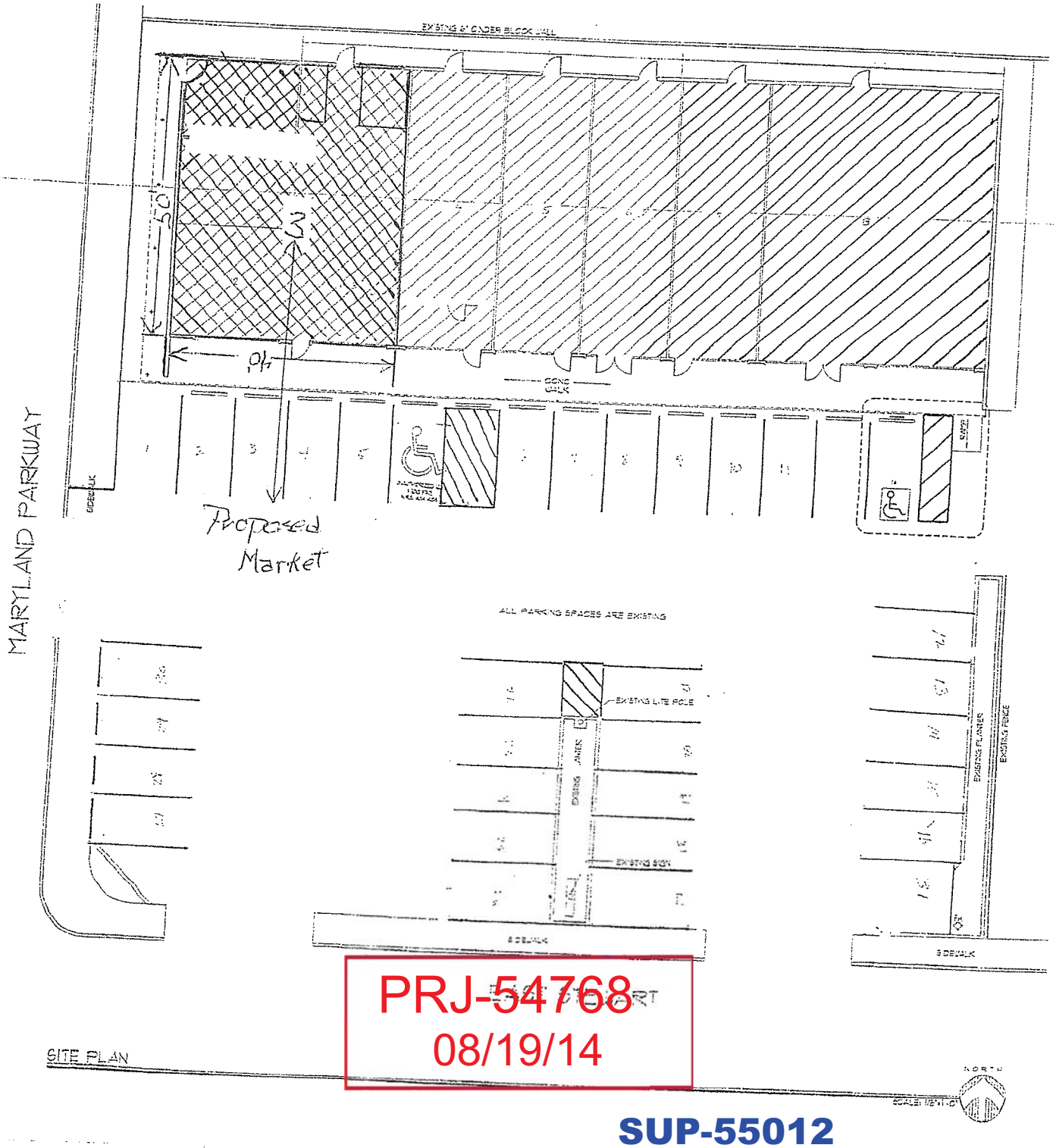
Case #	SUP-55012
Meeting Date:	10/14/14 PC
Total Fee:	
Date Received:*	
Received By:	

*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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PRJ-54768
08/19/14

Parking	
Handicap	2
Regular	29
Total	31



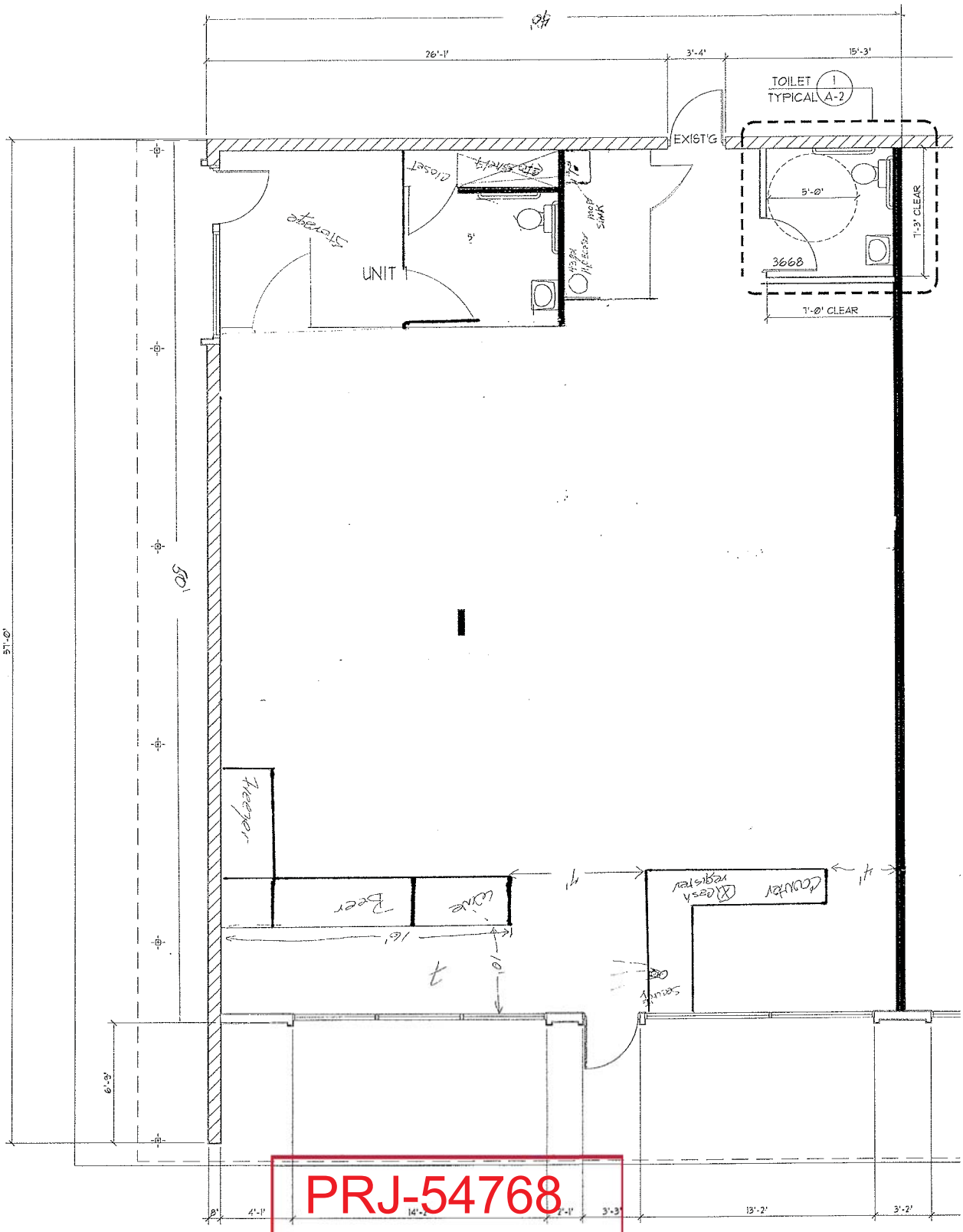
PRJ-54768
08/19/14

SITE PLAN

NORTH

SCALE: 1/64"=1'-0"

SUP-55012



PRJ-54768

08/19/14

SUP-55012

PAR



Northeast corner (store sign)

PRJ-54768
08/19/14

SUP-55012



Southeast Corner

PRJ-54768
08/19/14

SUP-55012



SUP-55012 [PRJ-54768] - SPECIAL USE PERMIT - APPLICANT/OWNER: BRIAN AND JUDY ALBISER LIVING TRUST
1201 STEWART AVENUE, SUITE #3

08/28/14



SUP-55012 [PRJ-54768] - SPECIAL USE PERMIT - APPLICANT/OWNER: BRIAN AND JUDY ALBISER LIVING TRUST
1201 STEWART AVENUE, SUITE #3

08/28/14



SUP-55012 [PRJ-54768] - SPECIAL USE PERMIT - APPLICANT/OWNER: BRIAN AND JUDY ALBISER LIVING TRUST
1201 STEWART AVENUE, SUITE #3

08/28/14

July 10, 2014

To Whom It May Concern:

This letter is in response to the requirements for a "Special Use Permit". My wife Judy Albiser, and I are making this application in hopes of enabling us to secure a license to sell Beer and Wine off sale to our prospective customers. Presently we are the holders of: Nevada Business License, Nevada Sales Tax Permit, Nevada Tobacco Retail Dealers License, City of Las Vegas Business License, and City of Las Vegas Tobacco Dealer License. At the outset we intend to operate this business from 7:00 am to 7:00 pm daily, expanding hours of operation as business warrants.

It is our hope to provide moderately priced groceries as well as fresh sandwiches, and salads, both in store and for delivery. This store is situated amongst many senior apartments. The occupants of some of the apartment's are infirmed to the point that shopping is a hardship. We anticipate providing delivery services for groceries, sandwiches and salads to these persons. These services and this license will ensure a profitable store.

Further a successful business such as this will provide an employment opportunity for three (3) perhaps (4) persons, is compatible with zoning, will improve the aesthetics of the area (pictures of the other 3 corners of the intersection are a virtually vacant shopping center, tractor trailer driving school & trailer park).

Thank you for your consideration,

Brian F. Albiser

SUP-55012

PRJ-54768
08/19/14

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 SUP-55012 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: BRIAN AND JUDY ALBISER LIVING TRUST - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 2,000 SQUARE-FOOT GENERAL RETAIL STORE, OTHER THAN LISTED at 1201 Stewart Avenue, Suite #3 (APNs 139-35-211-073 and 074), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-54768]. Staff recommends APPROVAL.

Tracking Number	PC10142014-35-1
Name	131 11th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89101
Comment	Against
Vote	Against

Public Comment Form

Item Subject SUP-55012 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: BRIAN AND JUDY ALBISER LIVING TRUST - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 2,000 SQUARE-FOOT GENERAL RETAIL STORE, OTHER THAN LISTED at 1201 Stewart Avenue, Suite #3 (APNs 139-35-211-073 and 074), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-54768]. Staff recommends APPROVAL.

Tracking Number	PC10142014-35-2
Name	900 Fremont, LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89101
Comment	Against
Vote	Against

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

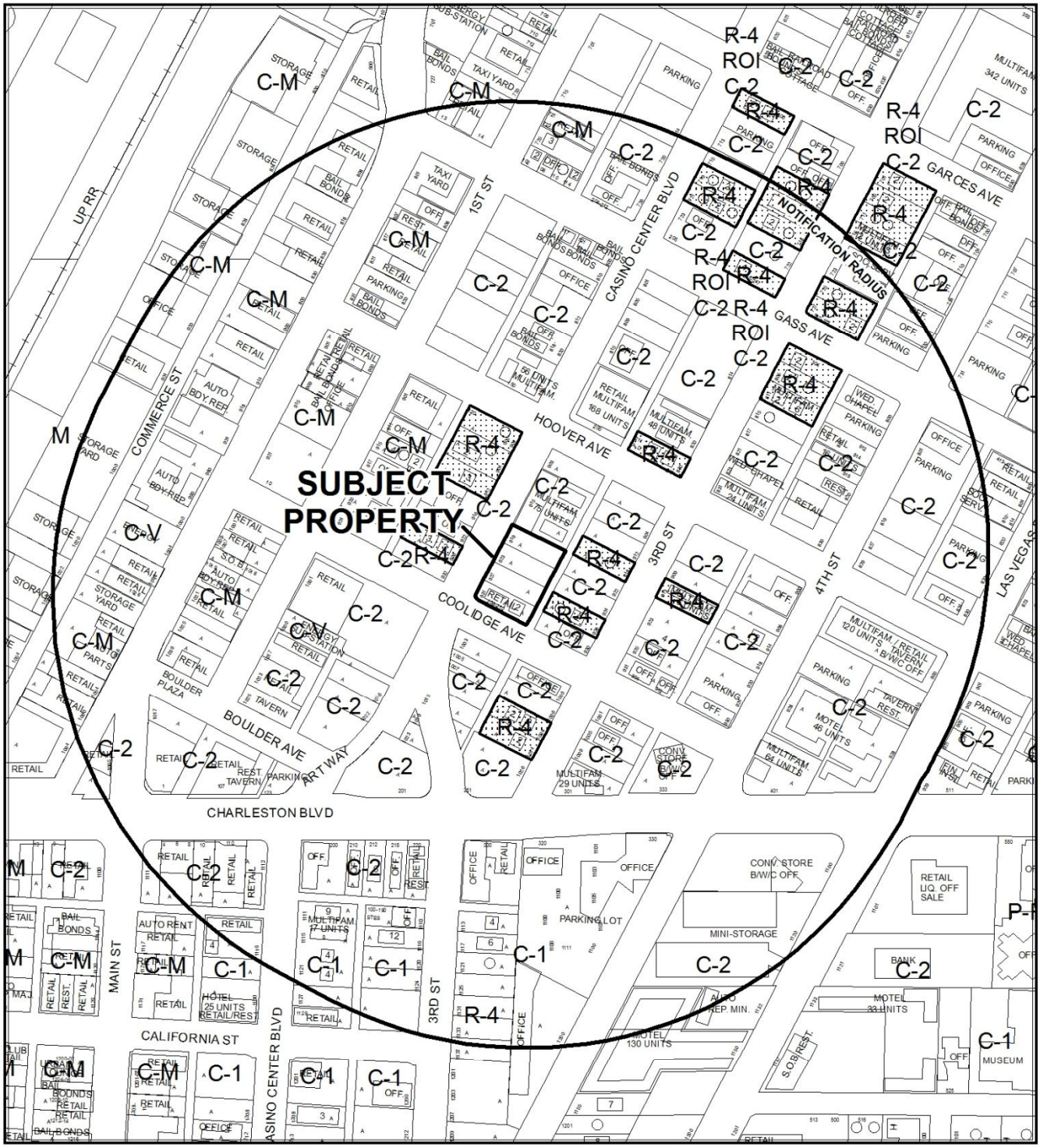
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-55715 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-55636]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**5**
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 - SUP-55715 and SDR-55716 [PRJ-55636]
2. Conditions and Staff Report - SUP-55715 and SDR-55716 [PRJ-55636]
3. Supporting Documentation - SUP-55715 and SDR-55716 [PRJ-55636]
4. Photos - SUP-55715 and SDR-55716 [PRJ-55636]
5. Justification Letter - SUP-55715 and SDR-55716 [PRJ-55636]
6. Backup Referenced from the October 14, 2014 Planning Commission Meeting



CASE: **SUP-55715 & SDR-55716 (PRJ-55636)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 200 400 Feet

CASE: **SUP-55715 & SDR-55716 (PRJ-55636)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC, ET AL

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-55715	Staff recommends APPROVAL, subject to conditions:	
SDR-55716	Staff recommends APPROVAL, subject to conditions:	SUP-55715

**** CONDITIONS ****

SUP-55715 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Mixed-Use use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-55716) 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. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

SDR-55716 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-55715) 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 color and materials board, date stamped 08/21/14 and site plan, landscape plan, building elevations and floor plans, date stamped 09/02/14, except as amended by conditions herein.

4. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 09/02/14. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

5. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

8. All utilities shall comply with the provisions of the Las Vegas Downtown Centennial Plan.

9. All mechanical equipment shall be screened from public right-of-way view.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current Las Vegas Downtown Centennial Plan Standards concurrent with development of this site, except as amended by Conditions of Approval herein.

12. Landscape and maintain all unimproved rights-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

13. Prior to the approval of Construction drawings for this site, sign a Covenant Running with Land agreement for the possible future undergrounding of all existing overhead utility lines adjacent to this site not placed underground per requirements of the Downtown Centennial Plan. The Covenant agreement must be recorded with the County Recorder and a copy of the recorded document must be provided to the City prior to the issuance of building permits for this site.

14. Prior to the issuance of any permits, coordinate with the Sanitary Sewer Planning Section of the Department of Public Works to determine an appropriate location to connect to city sewer.

15. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this site.

16. Submit an Encroachment Agreement for landscaping and private improvements in the Casino Center Boulevard and Coolidge Avenue public rights-of-way that are not maintained by the City prior to the 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).

17. Contact the City Engineer’s Office at 702-229-6272 to coordinate the development of this project with the “Coolidge Beautification Project”, the “Downtown Dual Arm Streetlight Conversion Project” and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

18. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

19. 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 subject site is composed of a vacant building and undeveloped land. The proposal calls for a 200-foot tall building with ground level retail space, second level office space and residential units on levels three through seventeen. The site is suitable to accommodate the uses proposed. An automated parking garage will be will be utilized with this project. The proposed mixed-use project of retail, office and residences is an appropriate development for the 18b Las Vegas Arts District area of downtown. For these reasons, this project is compatible with the surrounding development and staff recommends approval. If denied, no building permits will be issued for a Mixed-Use development.

ISSUES

- Mixed-use developments within 18b The Las Vegas Arts District are permitted with approval of a Special Use Permit. Staff supports the Special Use Permit request.
- A mapping action will be necessary to consolidate the existing legal lots underlying the subject site prior to issuance of building permits.
- Approval of an encroachment agreement is required that would allow storefront awnings and trellises to project into the right-of-way.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) of approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road to the north, Las Vegas Boulevard to the east and Charleston Boulevard to the south, 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).
09/23/04	The Planning Commission approved a Site Development Plan Review (SDR-4999) for a proposed five-story mixed-use Development with 86 residential units and 22,100 square feet of commercial floor area adjacent to the north side of Coolidge Avenue between Casino Center Boulevard and Third Street. Staff recommended approval. The approval expired 09/23/06.
04/19/06	The City Council approved an amendment to the Master Plan of Streets and Highways (MSH-11632) to include the Casino Center Boulevard/Third Street Connector as an 80-foot Secondary Collector. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/16/07	The City Council approved a Site Development Plan Review (SDR-20492) for a 120-foot-high, 1,500-space parking structure with 12,000 square feet of ground floor commercial space on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue. The Planning Commission and staff recommended approval.
06/20/07	A Code Enforcement case (54633) was processed for a vacant lot that was being used as a parking lot at 927 South Casino Center Boulevard. The case was closed by Code Enforcement on 07/10/07.
03/24/09	Code Enforcement processed a case (76026) for a Dangerous Building at 931 South Casino Center Boulevard. The case was closed by Code Enforcement on 06/30/09.
04/15/09	The City Council approved an Extension of Time (EOT-33723) of a previously approved Site Development Plan Review (SDR-20492) for a 120-foot-high, 1,500-space parking structure with 12,000 square feet of ground floor commercial space on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue. Staff recommended approval.
04/21/11	Code Enforcement processed a case (100895) concerning the accumulation of trash and debris on a vacant lot and fence at 923 South Casino Center Boulevard. The case was closed by Code Enforcement on 04/26/11.
07/20/11	The City Council approved an Extension of Time (EOT-41595) of a previously approved Site Development Plan Review (SDR-20492) for a 120-foot-high, 1,500-space parking structure with 12,000 square feet of ground floor commercial space on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue. Staff recommended approval. Expired May 16, 2013.
09/07/11	The City Council approved a Special Use Permit (SUP-41599) for a proposed Mixed-Use Development on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue. The Planning Commission and staff recommended denial. Expired September 7, 2013. The City Council approved a Site Development Plan Review (SDR-41829) for a proposed 16-story mixed-use development, including 16,000 square feet of commercial space and 330 multi-family residential units and a Waiver of the Downtown Centennial Plan Streetscape Standards on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue. The Planning Commission and staff recommended denial. Expired September 7, 2013.
10/14/14	The Planning Commission unanimously voted to recommend APPROVAL of a Special Use Permit request (SUP-55715) for a proposed mixed-use development and a Site Development Plan Review (SDR-55716) request for a proposed 17-story mixed-use development, including 34,500 square feet of commercial space and 281 multi-family residential units on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue.

Most Recent Change of Ownership	
11/07/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/04/83	A business license (G04-01039) was issued for Porcelain Doll Sales at 931 South Casino Center Boulevard. The license is still inactive.
01/04/96	A building permit (#96000299) was issued for demolition of a building at 927 South Casino Center Boulevard. A final inspection was not completed and the permit expired 07/06/96.
05/13/99	A building permit (#99009154) was issued for demolition of a shed/building at 923 South Casino Center Boulevard. A final inspection was not completed and the permit expired on 11/13/99.
01/23/04	A building permit (#04001651) was issued for demolition of a building at 919 South Casino Center Boulevard. A final inspection was not completed and the permit expired on 07/24/04.
01/23/04	A building permit (#04001649) was issued for demolition of a building at 923 South Casino Center Boulevard. A final inspection was not completed and the permit expired on 07/24/04.
01/23/04	A building permit (#04001650) was issued for demolition of a building at 927 South Casino Center Boulevard. A final inspection was not completed and the permit expired on 07/24/04.

Pre-Application Meeting	
08/19/14	Staff met with the applicant and reviewed the project. It was determined that the previous entitlements have all expired and a new Special Use Permit and Site Development Plan Review applications would be required. It was also noted that a pre-application meeting would need to be scheduled for a Tentative Map.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
08/28/14	Staff visited the site and found a vacate building on the corner with three vacant, undeveloped parcels adjacent to it.

Details of Application Request	
Site Area	
Net Acres	0.64

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	General Retail Store Undeveloped	MXU (Mixed Use)	C-2 (General Commercial)
North	Multi-Family Residential (Apartments)	MXU (Mixed Use)	C-2 (General Commercial)
South	Undeveloped	MXU (Mixed Use)	C-2 (General Commercial)
East	Undeveloped Office	MXU (Mixed Use)	C-2 (General Commercial)
	Multi-Family Residential (Apartments)		R-4 (High Density Residential) under Resolution of Intent to C-2 (General Commercial)
West	Undeveloped Office	MXU (Mixed Use)	C-2 (General Commercial)
	Multi-Family Residential (Apartments)		R-4 (High Density Residential) under Resolution of Intent to C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Downtown Centennial Plan Overlay District (18b The Las Vegas Arts District)	X		Y
Live/Work Overlay District	X		N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment	X		Y
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.06 and the Downtown Centennial Plan, the following standards apply to the proposal:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	28,000 SF	N/A

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	N/A	140 Feet	N/A
Min. Setbacks • Front • Side • Corner • Rear	 N/A N/A N/A N/A	 0 Feet 0 Feet 0 Feet 0 Feet	 N/A N/A N/A N/A
Max. Lot Coverage	N/A	73 %	N/A
Max. Building Height	N/A	200 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Interior to building	Y
Mech. Equipment	Screened	Per condition	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Casino Center Boulevard	Secondary Collector	Master Plan of Streets and Highways	80	Y
Coolidge Avenue	N/A	N/A	80	N/A

Streetscape Standards	***Required***	***Provided***	***Compliance***
Minimum sidewalk width	10 feet	10 feet	Y
Minimum amenity zone width	5 feet	5 feet	Y
Sidewalks	Corner ramps with patterned concrete	Corner ramps with patterned concrete	Y
Alleys	Stamped colored concrete at driveway	Stamped colored concrete at driveway	Y
Right-of-Way Improvements	Light fixtures, trash receptacles, benches, tree wells	Light fixtures, trash receptacles, benches, tree wells	Y
North-South Streets (Major)	Deglet-Noor Date Palms or similar (25’ BTH) at 30’ intervals	Deglet-Noor Date Palms or similar (25’ BTH) at 30’ intervals	Y
East-West Streets	36” box drought-tolerant shade trees at 15-20’ intervals	36” box Southern Live Oak at 20’ intervals	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
General Retail Store, Other Than Listed	16,000 SF	1 space/ 175 SF	92				
Office	18,500 SF	1 space/ 300 SF	62				
Multi-Family Residential – Studio and 1 BR	148 units	1.25 spaces/ unit	185				
Multi-Family Residential – 2 BR	133 units	1.75 spaces/ unit	233				
Multi-Family Residential – Guest spaces	281 units	1 space/ 6 units	47				
TOTAL SPACES REQUIRED			**619**		**438**		Y*
Regular and Handicap Spaces Required			571	12	438	0	Y*
Loading			3		3		Y*

*Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The project is adjacent to a bus rapid transit stop, and the applicant expects that this will reduce the number of vehicle trips to and from the site. This project is subject to the handicapped parking requirements of the Downtown Centennial Plan, which references Title 19 handicapped parking requirements. However, the parking facilities are automated, eliminating the need for physical handicap spaces at ground level.

Sign Type	***Provided***
Canopy: • Number • Area • Illumination	 (1) sign on east elevation Maximum 24 SF Internal
Wall • Number • Area • Height • Illumination	 (4) signs on south elevation, (4) signs on west elevation Maximum 72 SF Maximum 3 feet, attached to building at all points Internal

ANALYSIS

The proposed development is subject to Downtown Centennial Plan standards, and pursuant to Section VIII.A of the Plan, qualifies as a New Development. The proposed Mixed-Use development occupies exactly 50 percent of the block and is therefore not subject to full streetscape and utility requirements at this time; however, streetscape improvements have been proposed for the site. This site is located within the Live/Work Overlay district. The proposed development will offer employment and housing options onsite, but no live/work units as described by Title 19.10.170 are provided. The site is also within the boundaries of the Las Vegas Redevelopment Area; the proposed uses are in conformance with Redevelopment Plan policies that encourage innovative, mixed use projects in this area. As part of 18b The Las Vegas Arts District, a Mixed-Use development is a permitted use with approval of a Special Use Permit.

The applicant is providing both a loading space and a loading dock to provide for the commercial loading and unloading of service vehicles adjacent to the alley. The existing alley access will provide a way to service the proposed building without impeding the primary rights-of-way.

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. Although the project would normally require 619 parking spaces if located outside the downtown area, only 438 spaces are being provided. The opportunities for nearby public transportation (bus rapid transit) use will negate the lack of parking on site. The Downtown Centennial Plan does not exempt applicants from providing handicap accessible parking for commercial uses. No handicap-accessible spaces are provided on the site because the automated garage eliminates this need. Access to the proposed garage is from a two-way, 20-foot wide alley adjacent to the east perimeter. Although integrated into the design of the overall development, the garage does not have frontage on any street.

The project has three components; a retail/commercial area on the ground floor, an office/commercial area on the second floor, and residential areas on all floors above the second floor. All the areas are to be sold as condominiums and will need to be mapped accordingly.

The façade of the building with be constructed with concrete precast panels. A reddish-brown earth tone will color the first two levels and stair-step up to the fifth level transitioning to a light greyish-white tone. The windows will have architectural metal light shelves and a metal cornice will top the structure. The modern styled building will also have low-e tinted insulated glazing over the windows for energy efficiency.

The north elevation has relatively few windows with the overall elevation blank façade being broken up using a somewhat checkered pattern of earth-tone colors. This elevation is designed to allow another mid-rise building to be built without interfering in the designed use of this project. A portion of the east elevation also has a substantial windowless façade. This is a result of the automated garage that is being incorporated with this project.

Signage is designed as an integral element of the façade and is at an appropriate scale for pedestrians to identify individual storefronts along Casino Center Boulevard and Coolidge Avenue. A three-dimensional sign on a trellis in the alleyway identifies the parking structure, in keeping with the Arts District environment. All signs will be illuminated, but should have minimal impact on adjacent uses. Signage will be reviewed for consistency with applicable codes at the time of sign permit submittal.

Staff supports the mixed-use concept at this location, the proposed height and commercial and residential densities; therefore staff recommends approval, with conditions of both applications.

FINDINGS (SUP-55715)

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 Mixed-Use project can be conducted in a manner that is harmonious and compatible with surrounding land uses and conforms to the established pattern set forth by the Downtown Centennial Plan and existing nearby properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed site is ideal for a Mixed-Use development and its' location in the 18b Arts District and adjacent to a major mass transit stop allows for compatibility with the surrounding area.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The two frontage streets are adequate in size for a Mixed-Use development and the existing alley will allow for ingress and egress to the parking garage.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of a Special Use Permit for a Mixed-Use development is consistent with the Las Vegas 2020 Master Plan Policy 1.1.3, which encourages new market rate, multi-unit Mixed-Use residential development on vacant or underutilized sites, with ground floor commercial components included where appropriate. The public health, safety and welfare will be protected through permitting and inspection processes.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Mixed-Use Development complies with all Title 19.12 minimum Special Use Permit requirements.

FINDINGS (SDR-55716)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Mixed-Use development is compatible with adjacent and nearby development. The project is designed to take advantage of the adjacent Bus Rapid Transit Station and the 18b Arts District location.

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 is in conformance with the Downtown Centennial Plan. The modern design of the building and the earth tone materials are compatible with the adjacent developments in the area.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The two frontage streets are adequate in size for a Mixed-Use development and the existing alley will allow for ingress and egress to the parking garage.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are appropriate for the Downtown area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations and design characteristics are compatible with development in the Downtown area. The blank facades found on the north and a portion of the east is due to the automated parking garage proposed with the project. Relief is provide by a checkered-type pattern created with paint colors.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Development is subject to permitting and inspections, thereby securing the public health, safety and welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 30

NOTICES MAILED 395 (By City Clerk)

APPROVALS 5

PROTESTS 6

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-55715 APN: 139.34.410.056, 057, 058, 059

Name of Property Owner: Leah Property, LLC

Name of Applicant: Barnet Liberman

Name of Representative: APTUS

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: Barnet L. Liberman For Leah Property LLC

Subscribed and sworn before me

This 22nd day of August, 2014

Svetlana Kasyanchuk

Notary Public in and for said County and State

SVETLANA KASYANCHUK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KA6289645
Qualified In Kings County
My Commission Expires September 30, 2017

PRJ-55536
08/21/14

CLV Planning - Application Form

Application Number:	PRJ-55636
Application/Petition For:	SUP and SDR
ProjectAddress (Location):	919 CASINO CENTER
Project Name	THE ROYALE AT CASINO CENTER
Assessors Parcel #(s):	13934410056, 13934410057, 13934410058, 13934410059
Ward #:	WARD 1 (LOIS TARKANIAN), WARD 3 (BOB COFFIN), WARD 5 (RICKI Y. BARLOW)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	Barnet
Applicant Last Name:	Liberman
Applicant Address:	421 Hudson Street
Applicant City:	New York
Applicant State:	New York
Applicant Zip:	10014
Applicant Phone:	(212)243-1320
Applicant Fax:	
Applicant Email:	barnetlib1@gmail.com
Rep First Name:	Kristen
Rep Last Name:	Goodell
Rep Address:	1200 South 4th Street, Suite 206
Rep City:	Las Vegas
Rep State:	Nevada
Rep Zip:	89104
Rep Phone:	(702)839-1200
Rep Fax:	
Rep Email:	kristen@aptusarchitecture.com

SUP-55715 & SDR-55716

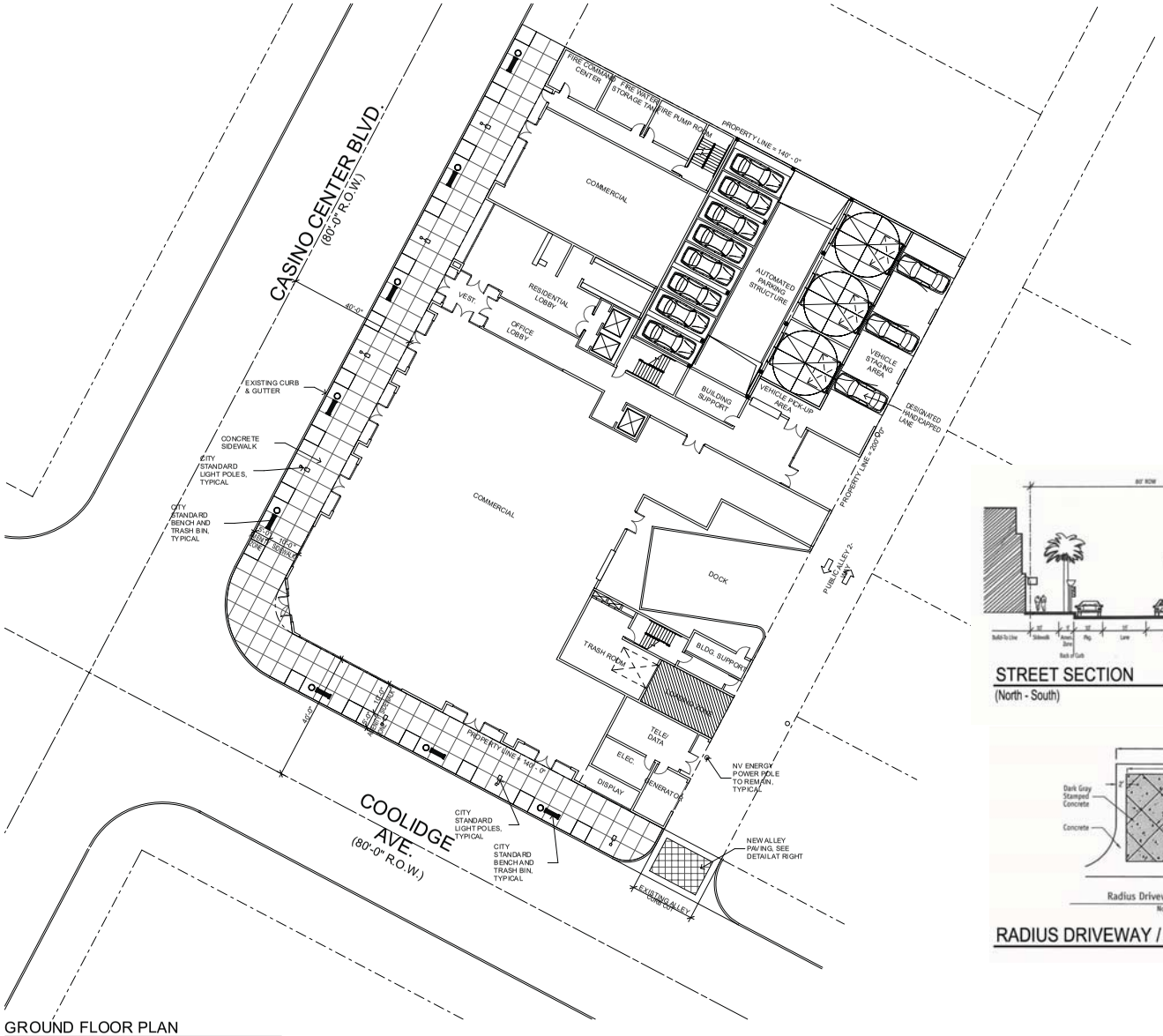
CLV Planning - Application Form

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. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

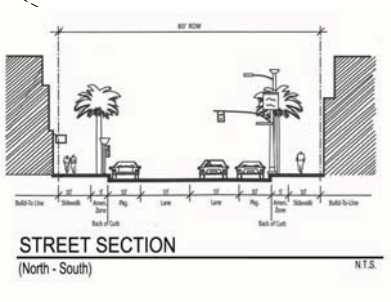
Owner(s)	ADDR1	ADDR2
LEAH PROPERTY L L C	801 MADISON AVE 4TH FLR	NEW YORK, NY 10065

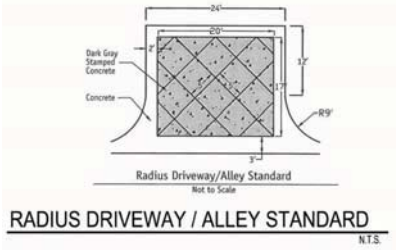
CLVEPLAN Applicant	Company	Title	Email
Kristen Neuman	APTUS	Project Architect	kristen@aptusgroup.com

SUP-55715 & SDR-55716



GROUND FLOOR PLAN









VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	139-34-410-056 139-34-410-057 139-34-410-058 139-34-410-059
JURISDICTION	CITY OF LAS VEGAS - 89101
EXISTING GENERAL PLAN OVERLAY ZONES	MXU CENTENNIAL PLAN / ARTS DISTRICT
EXISTING ZONING	C-2
SITE AREA	28,000 NSF .64 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	0'-0"

COMMERCIAL SPACE	16,000 SF
OFFICE SPACE	18,500 SF
PARKING SPACES	320

RESIDENTIAL UNIT DATA

ONE BEDROOM	148
TWO BEDROOM	133
TOTAL	281

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F 702.839.1213

0' 8' 16' 32'

The Royale at Casino Center
Site Development Review
919-931 Casino Center Boulevard
Las Vegas, Nevada 89101

City of Las Vegas SDR, SUP Submittal	08.21.14
City of Las Vegas SDR, SUP Revisions	08.27.14

PRJ-55636
09/02/14

SITE / GROUND FLOOR PLAN
SDR01

06.177.7.1 The Royale at Casino Center

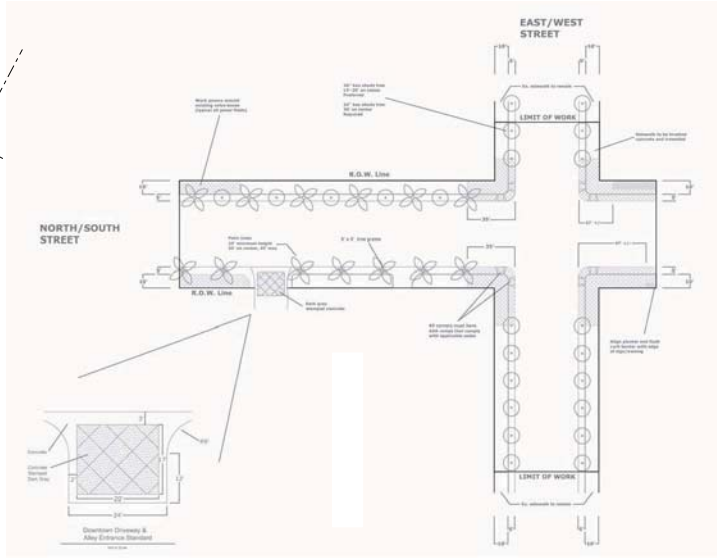
SUP-55715 & SDR-55716 - REVISED

\Volumes\Projects\06.177.7 Aquarius Royale\06.177.7.1 DWG\SDR\06.177.7.1 Aquarius Coolidge 48" Isoplot 8/27/14 11:42 AM Frances Grob



LANDSCAPE PLAN

1/16" = 1'-0"



LANDSCAPE SCHEDULE			
TREES			
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	HONEY LOCUST	prosopis	24" Box
	SHOESTRING ACACIA	acacia stenophylla	24" Box
	DATE PALM	-	25' High
	SOUTHERN LIVE OAK	acaia stenophylla	36" Box
ROCK MULCH	SIZE	COLOR	DEPTH
	3/8" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD	MIN. 2" DEEP

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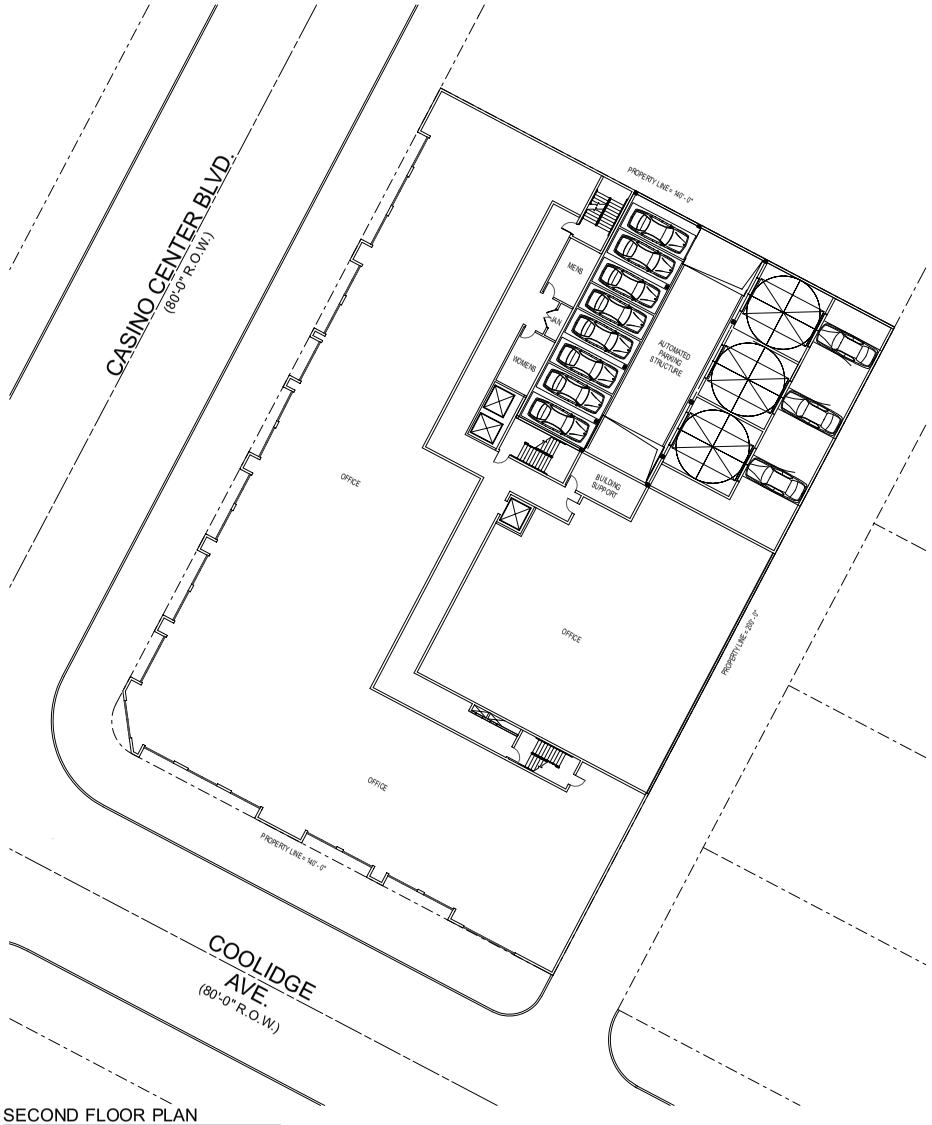
PRJ-55636
09/02/14

LANDSCAPE PLAN
SDR02

06.177.7.1 The Royale at Casino Center

SUP-55715 & SDR-55716 - REVISED

/Volumes/Projects/06.177.7 Aquarius Royale/06.177.7.1 DWG/SDR/06.177.7.1 Aquarius Coordinate 4P Graphic 8/27/14 11:42 AM Frances Grob



SECOND FLOOR PLAN

1/ 16" = 1'-0"



THIRD FLOOR PLAN

1/ 16" = 1'-0"

The Royale at Casino Center

Site Development Review

919-931 Casino Center Boulevard
Las Vegas, Nevada 89101

TYPICAL FLOOR PLAN

City of Las Vegas SDR, SUP Submittal	08.21.14
City of Las Vegas SDR, SUP Revisions	08.27.14

PRJ-55636
09/02/14

SDR03

06.177.7.1 The Royale at Casino Center

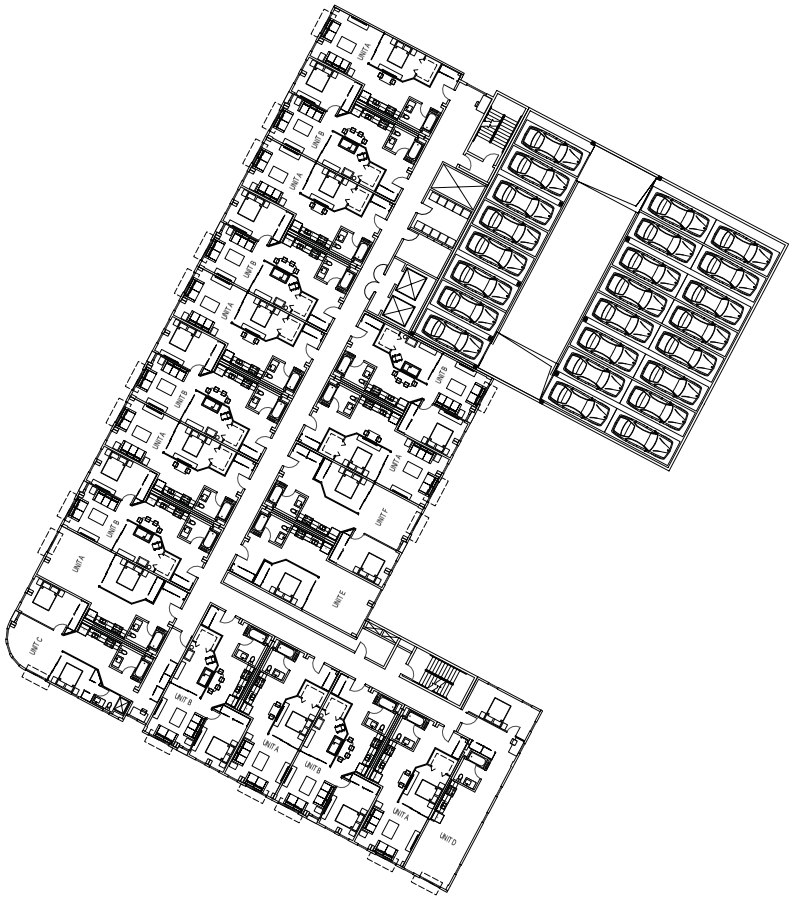
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0' 8' 16' 32'

SUP-55715 & SDR-55716 - REVISED

/Volumes/Projects06.177.7 Aquarius Royale06.177.7.1 DWG SDR 06.177.1 Aquarius-Coolidge 48" Height 8/27/14 11:42 AM Frances Grob



TYPICAL FLOOR PLAN W/ GARAGE

FLOORS: 4-10 1/16" = 1'-0"



TYPICAL FLOOR PLAN ABOVE GARAGE

FLOORS: 11-17 1/16" = 1'-0"

The Royale at Casino Center

Site Development Review

919-931 Casino Center Boulevard
Las Vegas, Nevada 89101

TYPICAL FLOOR PLAN

City of Las Vegas SDR, SUP Submittal 08.21.14

PRJ-55636
08/21/14

SDR04

06.177.7.1 The Royale at Casino Center

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SUP-55715 & SDR-55716

N:\Aptus\Projects\06.177.7 Aquarius Royale\06.177.7.1\DWGS\06.177.7.1 Aquarius-Coolidge 48" height 8\21\14 12:48 PM Frances Grob

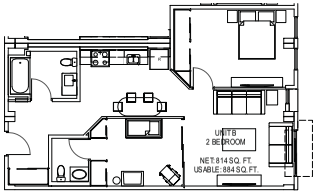
EXPLAINATION OF SQUARE FOOTAGE CALCULATIONS:

NET SQ. FT: MEASURED PERIMETER ALONG INTERIOR FACE OF DEMISING/CORRIDOR & EXTERIOR WALLS.

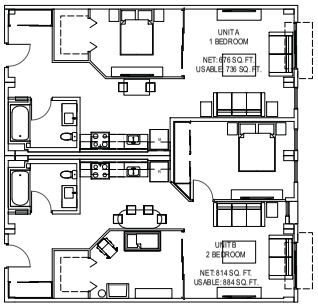
USABLE SQ. FT: MEASURED TO CENTER OF ALL CORRIDOR, DEMISING & OUTSIDE FACE OF EXTERIOR WALLS.

UNIT BREAKDOWN:

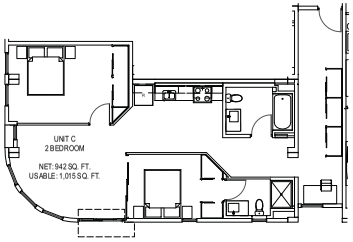
UNIT A:	8 PER FLOOR x 14 FLOORS + 7 3RD FLOOR x 1 FLOOR	= 119 UNITS (1 BEDROOM)
UNIT B:	7 PER FLOOR x 14 FLOORS + 6 3RD FLOOR x 1 FLOOR	= 104 UNITS (2 BEDROOM)
UNIT C:	1 PER FLOOR x 14 FLOORS + 1 3RD FLOOR x 1 FLOOR	= 15 UNITS (2 BEDROOM)
UNIT D:	1 PER FLOOR x 14 FLOORS + 1 3RD FLOOR x 1 FLOOR	= 15 UNITS (1 BEDROOM)
UNIT E:	1 PER FLOOR x 14 FLOORS	= 14 UNITS (1 BEDROOM)
UNIT F:	1 PER FLOOR x 14 FLOORS	= 14 UNITS (2 BEDROOM)
	= 281 UNITS TOTAL →	(148) 1 BEDROOM UNITS (133) 2 BEDROOM UNITS



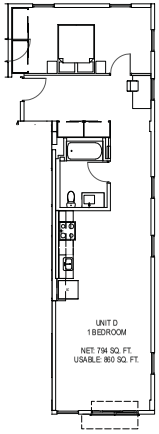
OPTIONAL UNIT B WITH 1/2 BATH
1/8" = 1'-0"



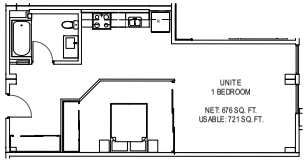
TYPICAL UNIT PLAN A/B
1/8" = 1'-0"



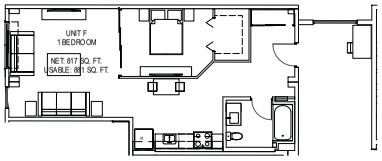
TYPICAL UNIT PLAN C
1/8" = 1'-0"



TYPICAL UNIT PLAN D
1/8" = 1'-0"



TYPICAL UNIT PLAN E
1/8" = 1'-0"



TYPICAL UNIT PLAN F
1/8" = 1'-0"

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TYPICAL UNIT PLANS

City of Las Vegas SDR, SUP Submittal	08.21.14
City of Las Vegas SDR, SUP Revisions	08.27.14

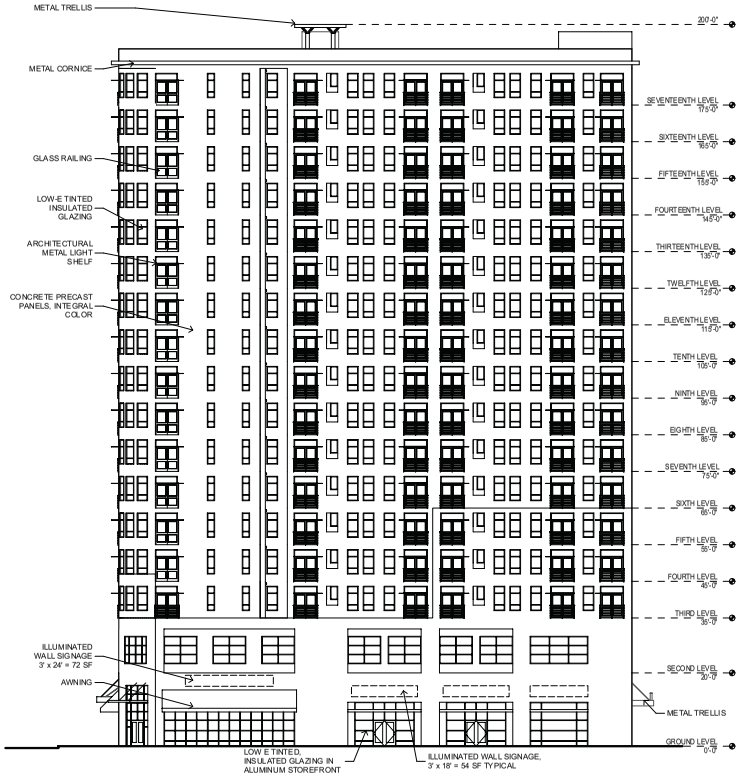
PRJ-55636
09/02/14

SDR05

06.177.7.1 The Royale at Casino Center

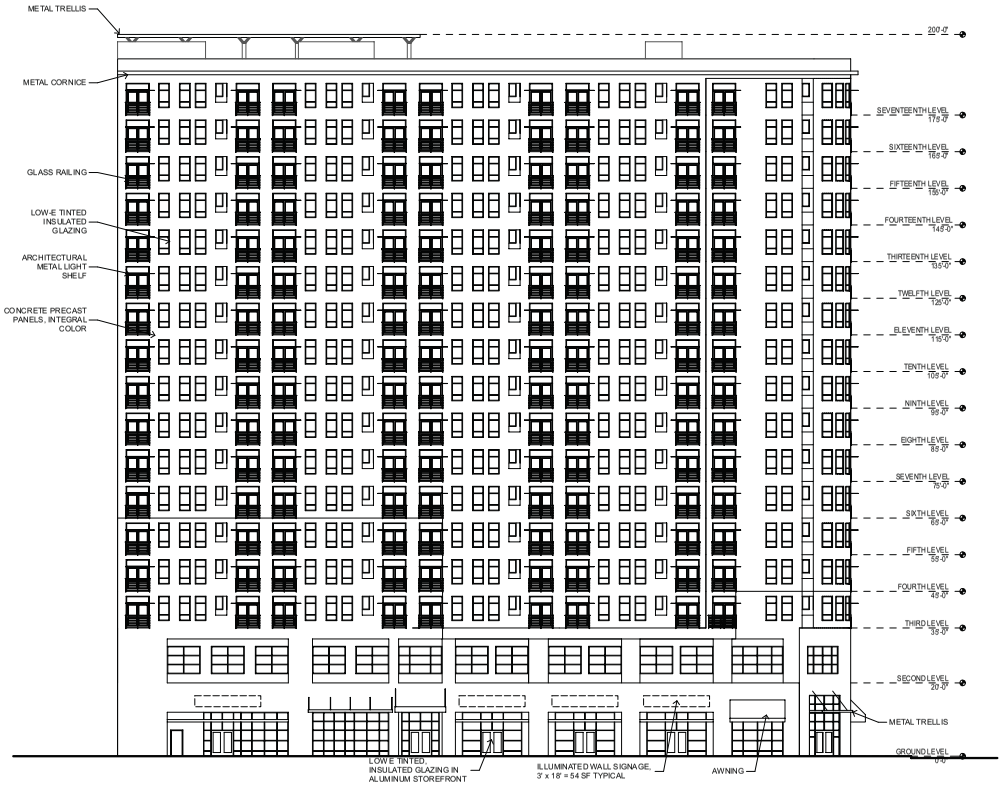
SUP-55715 & SDR-55716 - REVISED

/Volumes/Projects/06.177.7 Aquarius Royale/06.177.7.1 DEVSGN/06.177.7.1 Aquarius Cooridge 4P Sept-8/27/14 11:42 AM Frances Grob



SOUTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"

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APTUS
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

The Royale at Casino Center
Site Development Review
919-931 Casino Center Boulevard
Las Vegas, Nevada 89101

City of Las Vegas SDR, SUP Submittal	08.21.14
City of Las Vegas SDR, SUP Revisions	08.27.14

PRJ-55636
09/02/14

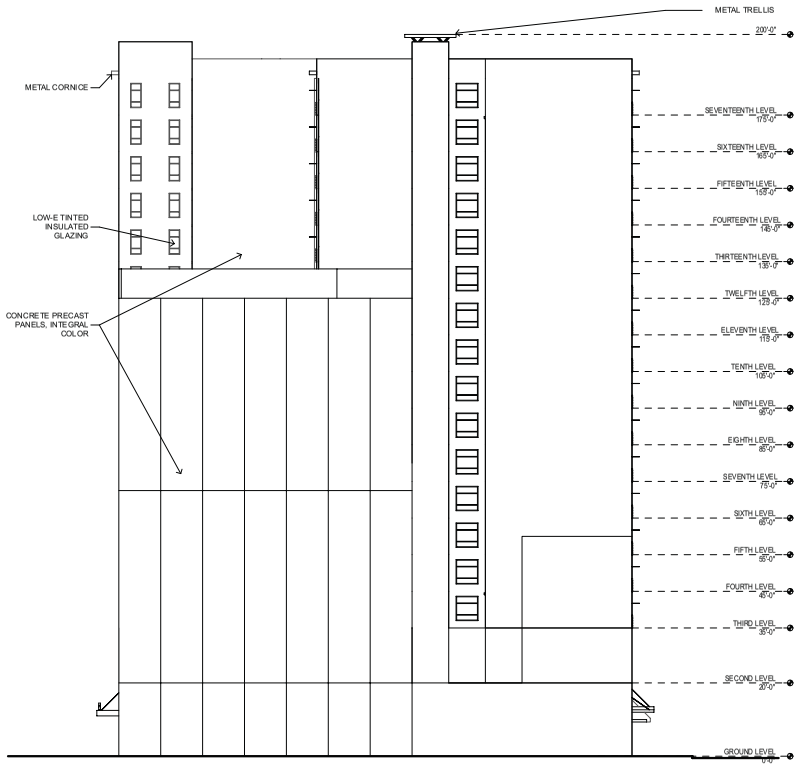
BUILDING ELEVATIONS

SDR06

06.177.7.1 The Royale at Casino Center

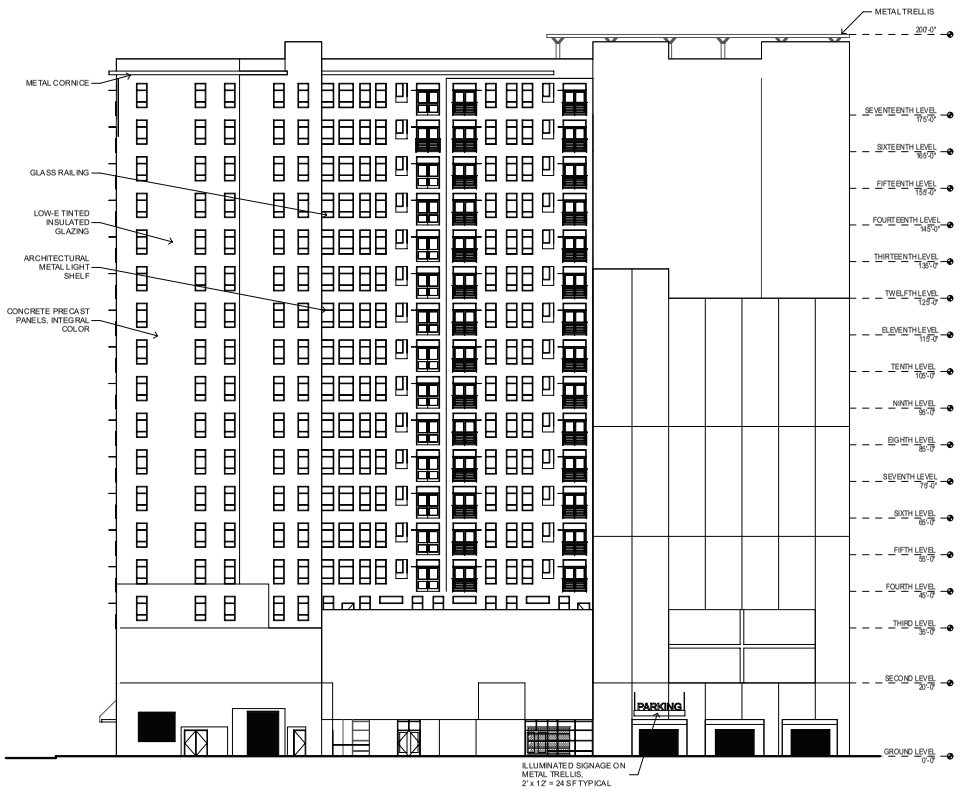
SUP-55715 & SDR-55716 - REVISED

/Volumes/Projects/06.177.7 Aquarius-Royale/06.177.7.1 DWGS/06.177.7.1 Aquarius-Coolidge 49' Height 8/27/14 11:42 AM Frances Grob



NORTH ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

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The Royale at Casino Center
Site Development Review
919-931 Casino Center Boulevard
Las Vegas, Nevada 89101

City of Las Vegas SDR, SUP Submittal	08.21.14
City of Las Vegas SDR, SUP Revisions	08.27.14

BUILDING ELEVATIONS

PRJ-55636
09/02/14

SDR07

06.177.7.1 The Royale at Casino Center

SUP-55715 & SDR-55716 - REVISED

/Volumes/Projects/06.177.7 Aquarius Royale/06.177.7.1 DWG/SDR/06.177.7.1 Aquarius Coordage 4th Graphic 8/27/14 11:42 AM Francisco Grob



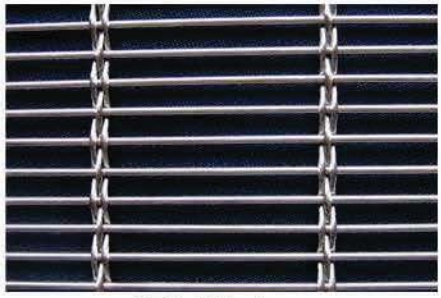
Colored Glass 1



Colored Glass 2

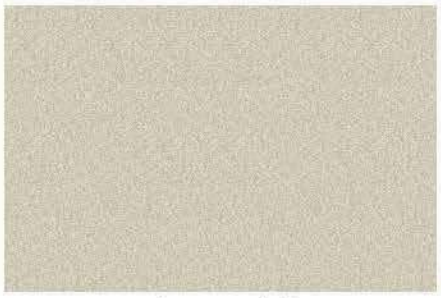


Colored Glass 3

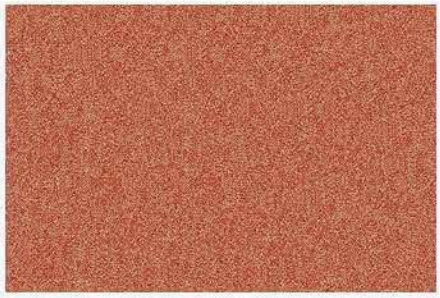


Metal Mesh

Aggregate 1



Aggregate 2



Aggregate 3



Aggregate 4



Fabric Awning



Metal



Aluminum Storefront Framing



Glazing

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The Royale at Casino Center
Site Development Review

919-931 Casino Center Boulevard
Las Vegas, Nevada 89101

8.21.14

PRJ-55636
08/21/14

SUP-55715 & SDR-55716



SUP-55715 [PRJ-55636] - SPECIAL USE PERMIT RELATED TO SDR-55716 - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC
NORTHEAST CORNER OF CASINO CENTER BOULEVARD AND COOLIDGE AVENUE

08/28/14



SUP-55715 [PRJ-55636] - SPECIAL USE PERMIT RELATED TO SDR-55716 - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC
NORTHEAST CORNER OF CASINO CENTER BOULEVARD AND COOLIDGE AVENUE

08/28/14



SUP-55715 [PRJ-55636] - SPECIAL USE PERMIT RELATED TO SDR-55716 - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC
NORTHEAST CORNER OF CASINO CENTER BOULEVARD AND COOLIDGE AVENUE

08/28/14

APTUS

August 21, 2014

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-34-410-056, 057, 058, 059

Re:

a. Site Development Review
b. Special Use Permit

To Whom It May Concern:

We respectfully submit this application for a Site Development Review and Special Use Permit for the project "The Royale at Casino Center" at Coolidge and Casino Center. This is a mixed-use project containing ground floor commercial, second floor office and "for-rent" residences above the second floor. These parcels are currently zoned C-2 and are in the Downtown Centennial Plan, as well as the Arts District

This project proposes to have 330 apartments and 16,000 sf of commercial, 18,500 sf of office and an automated parking structure, which has 438 parking spaces.

Access to the automated parking structure will be off of the alley from Coolidge to Hoover. All commercial tenants will be serviced from the front doors. There is no rear service access for the commercial tenants.

Downtown Centennial Plan standards are being met by way of landscaping and required amenity zone and wide pedestrian sidewalks, as well as alley and street corner paving and upgrades. However, the owner will defer the underground installation of the power poles until the remainder of the block is developed.

We are proposing to install the code required Date Palms. The height of the palm trees will be per code at 25' and spaced at 30'-0" o.c.

With this application we are requesting an encroachment permit to allow for the awnings and trellises, which compliment the façade and shelter storefront entrances to project out over the Right of way line.

Illuminated wall mounted signage is shown on the elevations, along with corresponding sizes and square footages.

The owners of this project will encourage all of its tenants to utilize and incorporate Green building strategies. For this project we will attempt to incorporate water and energy saving measures such as the utilization of occupancy sensors, drought tolerant landscaping, insulated windows, light colored paint and appropriately sized mechanical units. Also, the downtown location of this project encourages pedestrian usage, which is enhanced by the proximity of the bus routes.

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Seal Beach
3020 Old Ranch Parkway
Suite 300
Seal Beach, CA 90740
P 714.686.6292

www.aptusgroup.com

SUP-55715 & SDR-55716

PRJ-55636
08/21/14

The owner desires to provide much needed attainable rental housing within the downtown area of the city. To compliment the residential units will be ground floor commercial space. This residential and commercial development will be an asset to the city by helping to spur additional revitalization and reinforcing redevelopment in an area, which has already begun a transformation.

We have made every attempt to try and follow City of Las Vegas Title 19 as well as the Centennial Plan as closely as possible in the design and layout of this site. Please join us in our attempt to bring much-needed high caliber product into downtown and to Las Vegas residents.

Respectfully Submitted,



Kristen G. Neuman, AIA
APTUS

SUP-55715 & SDR-55716

PRJ-55636
08/21/14

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 SUP-55715 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-55636]. Staff recommends APPROVAL.

Tracking Number PC10142014-31-1

Name Robert E Lentz

Address 200 Hoover Avenue #1206

City Las Vegas

State Nevada

Zip 89101

Comment I am very much OPPOSED to this project. These is a serious lack of parking in the vicinity of this project, and the additional unaddressed need for parking as a result of this project will have a negative impact on the current residents. There will be no available parking in addition to increased traffic. Also, the unit size appears to be somewhat small, thus taking away from the recent development in the area by adding lower-cost units to the market. The city should require adequate parking, regardless of the reduced requirements in the city plan. Unit size/cost should INCREASE existing property values, not drag them down.

Vote Against

Public Comment Form

Item Subject SUP-55715 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-55636]. Staff recommends APPROVAL.

Tracking Number PC10142014-31-2

Name Robert E Lentz

Address 200 Hoover Avenue #1206

City Las Vegas

State Nevada

Zip 89101

Comment I am strongly OPPOSED to this project. The project does NOT provide for adequate parking for the new residents (tenants) nor for the commercial customers. This will cause a parking nightmare for the current residents. In addition, the unit size appears to be small compared to all other recent develops in the vicinity. Small, cheap, per-fabricated units. This equates to lower rents, and a tenant demographic which may not be as desirable as the surrounding buildings. The increased traffic in the immediate vicinity will have a negative impact on the current residents. Some of the "unique" ideas called for in this plan, will NOT be successful in Las Vegas. Elected officials - please think about your tax paying, voting, homeowners who will be impacted by this project in a negative way.

Vote Against

Public Comment Form

Item Subject SUP-55715 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-55636]. Staff recommends APPROVAL.

Tracking Number PC10142014-31-3

Name Jill E Lentz

Address 200 Hoover Avenue #2012

City Las Vegas

State Nevada

Zip 89101

Comment Inadequate parking, increased traffic congestion, cheap low quality construction. I OPPOSE this project !!!

Vote Against

Public Comment Form

Item Subject SUP-55715 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-55636]. Staff recommends APPROVAL.

Tracking Number PC10142014-31-4

Name Michael Peterman

Address 200 Hoover Ave. #1710

City Las Vegas

State Nevada

Zip 89101

Comment I live at Newport Lofts and we have always had issues with parking. We have about 195 spaces for the 171 units. Approximately 9% of units rent out their space. We have zero retail and 3 commercial units. Allowing an almost 50% reduction for parking that is normally required is extremely excessive.

Vote Against

18474263338 From: Yvonne Bruns
2014-10-10 16:17:52 (GMT)
To: Planning Department Las Vegas Page 2 of 2

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, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. 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-55715 & SDR-55716 [PRJ-55636]
Planning Commission Meeting of 10/14/2014

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Dept. of Planning

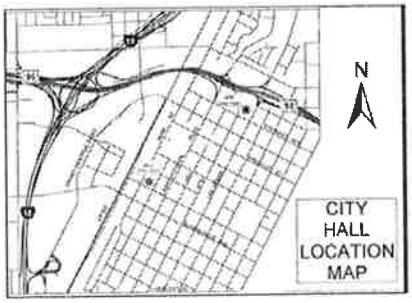
Case: SUP-55715
13934412113
BRUNS NICHOLAS A & YVONNE S
9 PEBBLE BEACH CT
LAKE IN THE HILLS IL 60156

Submitted after final agenda

Date 10/13/14 Item 31-32 P

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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SUP-55715 & SDR-55716 [PRJ-55636]
Planning Commission Meeting of 10/14/2014

74 HRDFNMP 89124

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Dept. of Planning

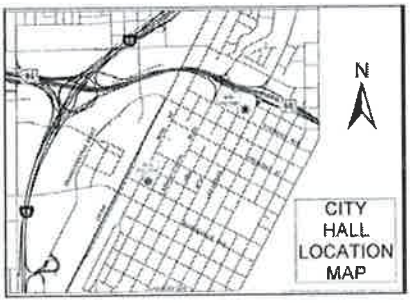
Case: SUP-55715
13934411067
BOOK ROBERT M & LINDA S
3944 PARK VIEW DR
SALT LAKE CITY UT 84124

Submitted after final agenda

Date 10/8/14 Item 31-32 A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-55715 & SDR-55716 [PRJ-55636]
Planning Commission Meeting of 10/14/2014

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Case: SUP-55715
13934411003
BOOK LINDA & ROBERT
3944 PARKVIEW DR
SALT LAKE CITY UT 84124-2324

31-32A

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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FIRST CLASS

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SUP-55715 & SDR-55716 [PRJ-55636]
Planning Commission Meeting of 10/14/2014

13934410099
CAVIGLIA CHERYL ETAL
CURFEW ADRIENNE
7255 HURST PARK RD
RENO NV 89502-9660

89502 HRDFNMP

Submitted after final agenda

Date 10/13/14 Item 31-32 A

Oct 10 14 01:16p chicago joe's resraurant 702-877-5637 p.1

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Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-55715 & SDR-55716 [PRJ-55636]
Planning Commission Meeting of 10/14/2014

45 HRDFMMP 89102

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Dept. of Planning

Case: SUP-55715
13934410126
COLLURA JOSEPH WILLIAM
WARNKE CAROL
3220 BRYANT AVE
LAS VEGAS NV 89102-2055

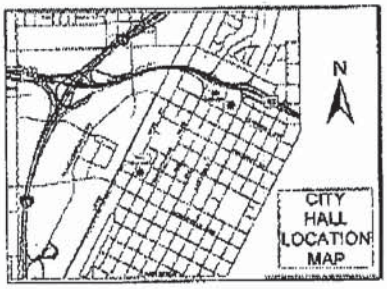
31-32 A

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-55715 & SDR-55716 [PRJ-55636]
Planning Commission Meeting of 10/14/2014

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OCT 06 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55715
13934410046
ARTS FACTORY L L C
107 E CHARLESTON BLVD
LAS VEGAS NV 89104-1060

49 HRDFNMP 89104

31-32P

17024647499 Pg 1/1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55715 & SDR-55716 [PRJ-55636]
Planning Commission Meeting of 10/14/2014

10-04-2014 9:39 AM 8563498801

37 HRDFNMF 89074

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OCT 06 2014

City of Las Vegas
Dept. of Planning

Case: SUP-55715

13934412033
VALDEZ MICHAEL ANTHONEY
MERKEL JEANNE MARIE
227 PRAIRIE SKY CT
HENDERSON NV 89074-8041

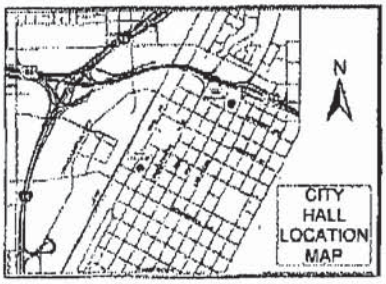
31-32P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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0004279218 OCT 02 2014
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55715 & SDR-55716 [PRJ-55636]
Planning Commission Meeting of 10/14/2014

RECEIVED
OCT 06 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55715
13934410004
YELLOW BRICK PROPERTIES L L C
8709 RED REO #103
LAS VEGAS NV 89128-8433

91 HRDFNMP 89128

31-32 A

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: NOVEMBER 19, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-55716 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-55715 - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 17-STORY MIXED-USE DEVELOPMENT, INCLUDING 34,500 SQUARE FEET OF COMMERCIAL SPACE AND 281 MULTI-FAMILY RESIDENTIAL UNITS on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-55636]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

APPROVALS RECEIVED BEFORE:

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Referenced from the October 14, 2014 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-55716 APN: 139.34.410.056, 057, 058, 059

Name of Property Owner: Leah Property, LLC

Name of Applicant: Barnet Liberman

Name of Representative: APTUS

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: Barnet L. Liberman For Leah Property LLC

Subscribed and sworn before me

This 22nd day of August, 2014

Svetlana Kasyanchuk

Notary Public in and for said County and State

SVETLANA KASYANCHUK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KA6289645
Qualified In Kings County
My Commission Expires September 30, 2017

PRJ-55716
08/21/14

SDR 55716
Barnet Liberman

NEC Casino Center Blvd & Coolidge Ave

Proposed 281unit multi-family residential development.

First Use

Average Daily Traffic (ADT)	APARTMENT [DWELL]	281	6.65	1,869
AM Peak Hour			0.51	143
PM Peak Hour			0.62	174

Second Use

Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	16	42.94	687
AM Peak Hour			1.00	16
PM Peak Hour			3.73	60

Third Use

Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	18.5	11.01	204
AM Peak Hour			1.55	29
PM Peak Hour			1.49	28

Total Use

Average Daily Traffic (ADT)	APARTMENT [DWELL]	281	15.43	2,760
AM Peak Hour			0.51	188
PM Peak Hour			0.62	262

Existing traffic on all nearby streets:

Casino Center Blvd.	
Average Daily Traffic (ADT)	3,138
PM Peak Hour (heaviest 60 minutes)	251

Coolidge Ave.	
Average Daily Traffic (ADT)	425
PM Peak Hour (heaviest 60 minutes)	34

Charleston Blvd.	
Average Daily Traffic (ADT)	35,538
PM Peak Hour (heaviest 60 minutes)	2,843

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Casino Center Blvd.	15,500
Coolidge Ave.	12,400

Charleston Blvd.	31,700

This project will add approximately 2,760 trips per day on Casino Center Blvd., Coolidge Ave. and Charleston Blvd. Casino Center is currently at about 20 percent of capacity, Coolidge is at about 3 percent of capacity and Charleston is over capacity. With this project, Casino Center is expected to be at about 38 percent of capacity, Coolidge at about 26 percent of capacity and Charleston to remain over capacity.

Based on Peak Hour use, this development will add into the area roughly 262 additional cars, or about nine every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

Public Comment Form

Item Subject SDR-55716 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-55715 - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 17-STORY MIXED-USE DEVELOPMENT, INCLUDING 34,500 SQUARE FEET OF COMMERCIAL SPACE AND 281 MULTI-FAMILY RESIDENTIAL UNITS on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-55636]. Staff recommends APPROVAL.

Tracking Number PC10142014-32-1

Name Jill E Lentz

Address 200 Hoover Avenue #2012

City Las Vegas

State Nevada

Zip 89101

Comment Inadequate parking, increased traffic congestion, cheap low quality construction. I OPPOSE this project !!!

Vote Against

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 19, 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: NOVEMBER 19, 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: NOVEMBER 19, 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